

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:

Gvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to the property legally known as a Portion of Lot 1, Block 103, Tierra Del Este Unit Twenty-Two, El Paso County, Texas commonly known as 12781 Edgemere Blvd.

ADOPTED THIS _____ DAY OF _____, 2021.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

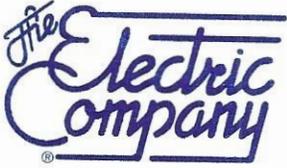


Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



For Samuel Rodriguez, P.E. City Engineer
Capital Improvement Department



El Paso Electric

P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

September 14, 2021

City of El Paso
c/o: Robert Shadrick, Capital Improvements
300 N Campbell.
El Paso, Texas 79901

RE: REVISED -UNDERGROUND EASEMENT Transfer Center (DT054961)
LOT 1, BLOCK 103, TIERRA DEL ESTE UNIT TWENTY-TWO,
EL PASO COUNTY, TEXAS

Dear Mr. Shadrick:

El Paso Electric Company (EPE) has received a request to provide electrical service to 12781 Edgemere Blvd., El Paso, Texas. To proceed with the request, EPE needs a 10-foot underground easement and 12' x 18' transformer easement as shown on the attached **Revised Exhibit A**.

Attached is the revised easement document for your review. **EPE will need the easement document to be, signed, initial and notarized by the owner or an authorized representative from the business entity. Please initial all sheets, including the Exhibit.**

Please mail one original signed executed document to the following address, or you may drop it off at the guard station.

El Paso Electric Company,
Gloria Clark
100 N. Stanton-LOC-171,
El Paso, Texas 79901

If you have any questions or concerns, you may reach me at (915) 491-9093 or via email: gloria.franco@epelectric.com

Sincerely,

Gloria Franco, SR/WA-R/W-NAC
Land Management Representative

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**UNDERGROUND ELECTRICAL AND
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

**A PORTION LOT 1, BLOCK 103, TIERRA DEL ESTE UNIT TWENTY-TWO, EL PASO COUNTY,
TEXAS**

The easement is as depicted in Exhibit "A" With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such

easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

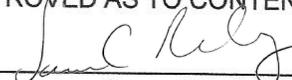
Tomás González,
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2021
by **Tommy Gonzalez as City Manager of the City of El Paso.**

**Notary Public in and for
the State of Texas**

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Aurea D. Garcia
Title: Supervisor – Land Management

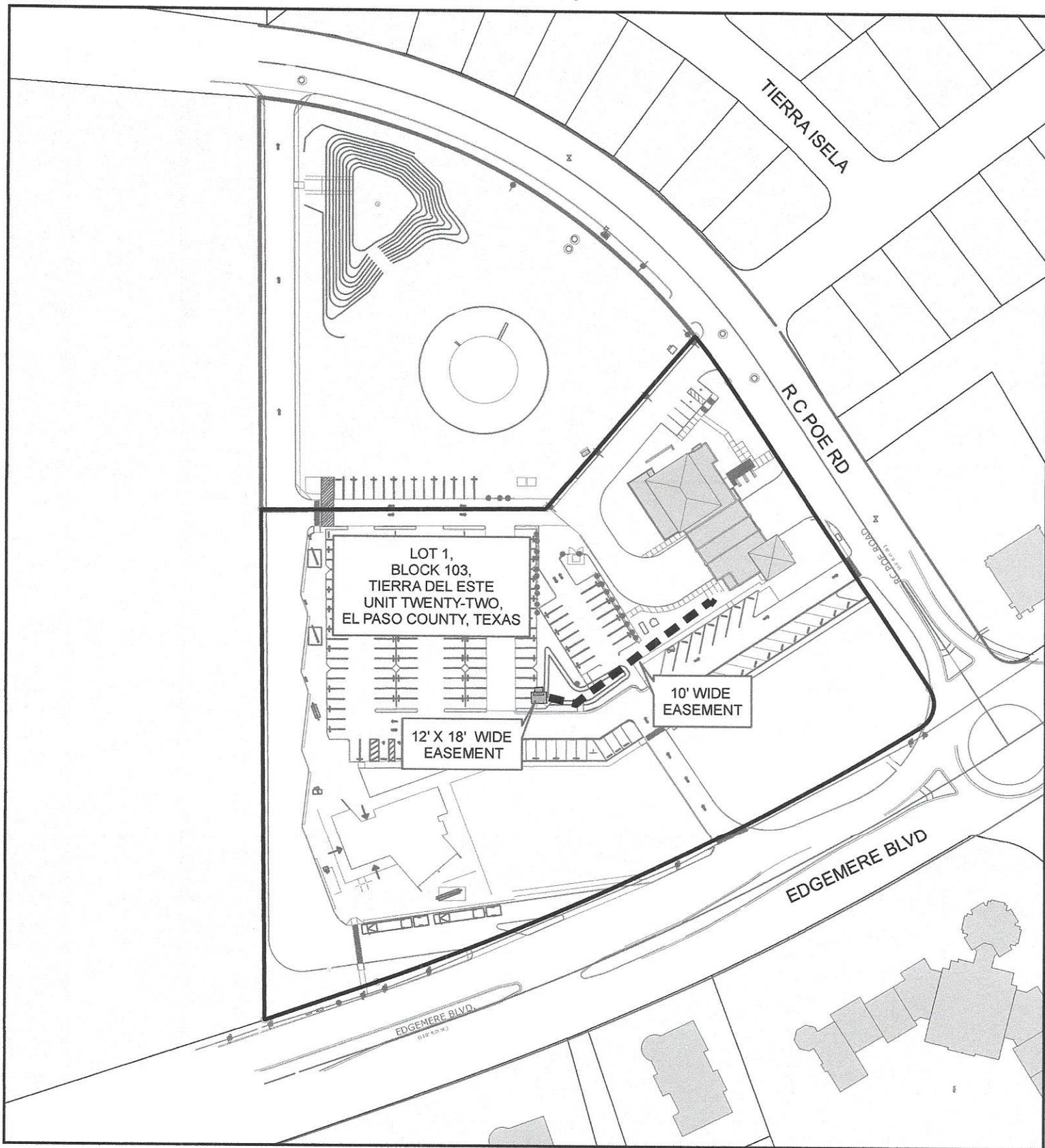
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

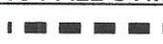
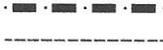
This instrument was acknowledged before me on the _____ day of _____, 2021 by
**Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of the El Paso
Electric Company, a Texas corporation.**

**Notary Public in and for
the State of Texas**

EXHIBIT "A"

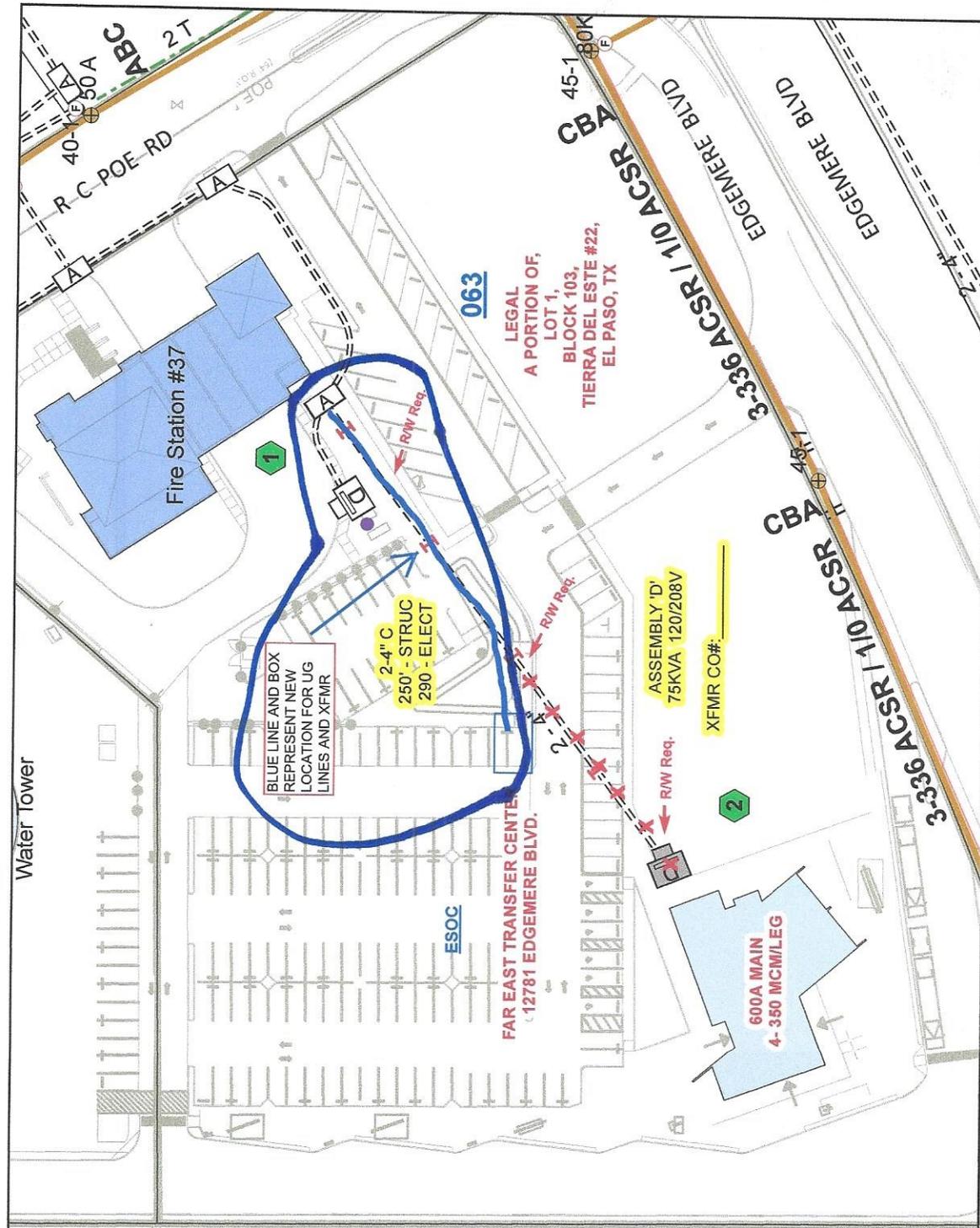


LEGEND (NOT ALL SYMBOLS APPLY)

- | | | | |
|---|----------------------|---|-------------------------------|
|  | PADMOUNT TRANSFORMER |  | UNDERGROUND EASEMENT |
|  | ANCHOR EASEMENT |  | OVERHEAD EASEMENT |
|  | SWITCH GEAR |  | OVERHEAD/UNDERGROUND EASEMENT |
| | |  | EXISTING POWERLINE |



DETAIL MAP
REVISED



NOTES:

1. All primary ducts are 2-4" PVC unless otherwise noted.
2. All primary conductor is 25kV, 1/0 AL JCN unless otherwise noted.
3. Install ground rods in all boxes & at risers.
4. If the ground rod can not be driven lay 100' of #2CU in the duct trench with a minimum of 18" in depth.
5. The contractor will be responsible for the spotting of and coordination with a ll other utilities.
6. Backfill is to be compacted to 90% of the surrounding soil.

Assy 'D'
12'x18' easement required. Customer to provide transformer protection as per DSU 520.

Meter to be within 75' of transformer secondary bushings and not within EPE easement.



1 inch = 50 feet

Work Order #: DT054961
Tax District: 063
Feeder: MWD23

COEP -TRANSFER CENTER
12781 EDGEMERE BLVD EL PASO, TX 79938
STRUCTURAL MAP

Planner: Jose Barron
Planner Phone: (915) 351-4261
Planner Cell: (915) 350-6252
Customer: COEP -TRANSFER CENTER
Customer Phone: 915-307-0414



DETAIL MAP
REVISED