

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and
City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-0043

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

SUBJECT:

Discussion and action on the approval of an easement agreement between El Paso Electric Company and the City of El Paso to provide electrical services to the addition to the Westside Library located at 125 Belvidere Street.

BACKGROUND / DISCUSSION:

On April 08, 2021, El Paso Electric Company informed the City that existing high voltage electric lines are to close to the proposed addition to the Library. El Paso Electric proposed relocating the lines. Relocation requires the City to grant El Paso Electric an easement for the lines to be relocated. Work under this agreement is on the amount of **FOURTY FIVE THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS 71/100 (\$45,135.71)** requiring Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$45,135.71

Funding Source: 2012 QOLB

Account: 190 – 4741 – 38290 – 580272 – PCP13LIBA13

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Library's Department

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement

Jerry DeMuro/for

Sam Rodriguez,
Chief Operations and Transportation Officer, Aviation Director and City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Overhead Electrical Easement, granting an easement to El Paso Electric Company said easement more particularly described a portion of Tract 10-W A.F Miller Survey No. 211, City of El Paso, El Paso County, Texas.

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

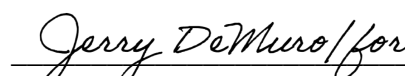
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Samuel Rodriguez, P.E.
City Engineer

THE STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

OVERHEAD ELECTRICAL 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 overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, 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:

Portion of TRACT 10-W, A. F. MILLER SURVEY NO. 211, EL PASO COUNTY, TEXAS, and more particularly shown on Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein for all purposes.

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.

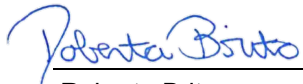
Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

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:


Roberta Brito
Assitant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement 
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 _____, 20__ by
Tomás 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: Denise Garcia
Title: Supervisor – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
**Denise 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**

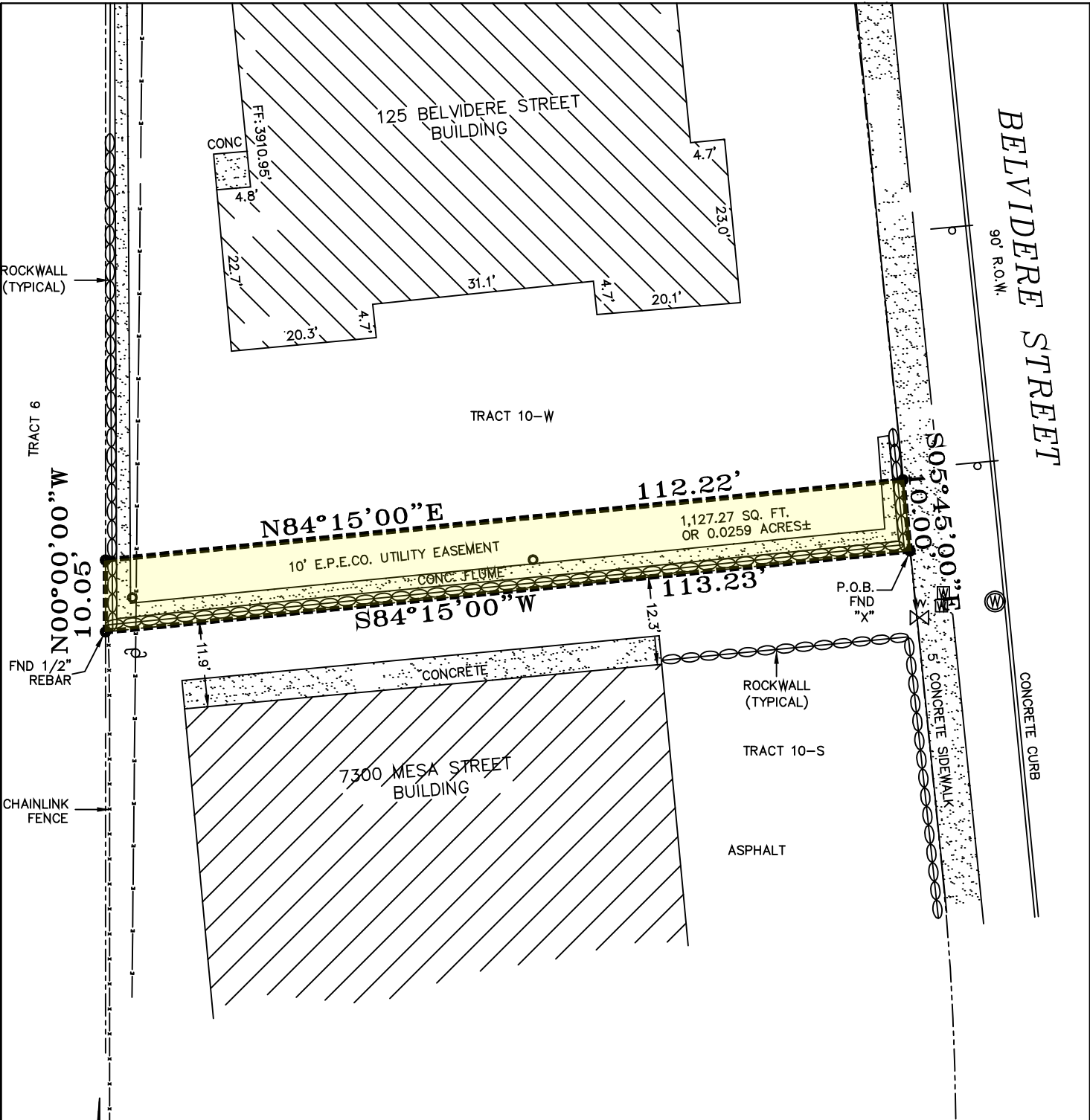


EXHIBIT "A-1"

SCALE 1"=20'

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NOTE:
1,127.27 SQ. FT.
OR 0.0259 ACRES±

NOTE:
THIS SURVEY WAS
DONE WITHOUT THE
BENEFIT OF A
TITLE COMMITMENT.

<div><div>CERTIFICATION</div><div>I HEREBY CERTIFY THAT THE FOR-GOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.</div><div><div>3950</div><div>PROFESSIONAL SURVEYOR</div></div><div>CARLOS M. JENSEN R.P.L.S. No. 3950</div></div>	JOB # 21-1161 DATE: 04-19-2021 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2021\21-1161		
	LOCATED IN ZONE c PANEL # 480214-0027-D DATED 01-03-97		
	RECORDED IN VOLUME N/A PAGE N/A , PLAT RECORDS, EL PASO COUNTY, TX		
	10' EL PASO ELECTRIC CO. EASEMENT (SEE EXHIBIT "A") A PORTION OF TRACT 10-W A.F. MILLER SURVEY No. 211 CITY OF EL PASO, EL PASO COUNTY, TEXAS		
FIRM# 10099300		<div><div>CAD CONSULTING COMPANY</div><div>1790 LEE TREVINO DRIVE SUITE 503 EL PASO, TEXAS 79936 (915) 633-6422</div></div>	

A portion of Tract 10-W
A.F. Miller Survey No. 211,
City of El Paso, El Paso County, Texas
April 19, 2021

METES AND BOUNDS DESCRIPTION
125 Belvidere Street
10' El Paso Electric Company Utility Easement
Exhibit "A"

FIELD NOTE DESCRIPTION a portion of Tract 10-W, A.F. Miller Survey No. 211, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found chiseled "X" at the westerly right-of-way line of Belvidere Street (90' R.O.W.) and the common boundary corner of Tracts 10-S and 10-W, A.F. Miller Survey No. 211 and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Belvidere Street and along the common boundary line of Tracts 10-S and 10-W, South 84°15'00" West, a distance of 113.23 feet to a found ½ iron rebar for corner at the common boundary corner of Tracts 10-S and 10-W and the common boundary line of Tract 6;

THENCE, leaving said common boundary corner of Tracts 10-S and 10-W and along said common boundary line of Tracts 6 and 10-W, North 00°00'00" West, a distance of 10.05 feet to a point for corner;

THENCE, leaving said common boundary line of Tracts 6 and 10-W, North 84°15'00" East, a distance of 112.22 feet to a point for corner at the westerly right-of-way line of Belvidere Street;

THENCE, along the westerly right-of-way line of Belvidere Street, South 05°45'00" East, a distance of 10.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,127.27 square feet or 0.0259 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-1161_125 Belvidere.wpd



EXHIBIT "A-2"

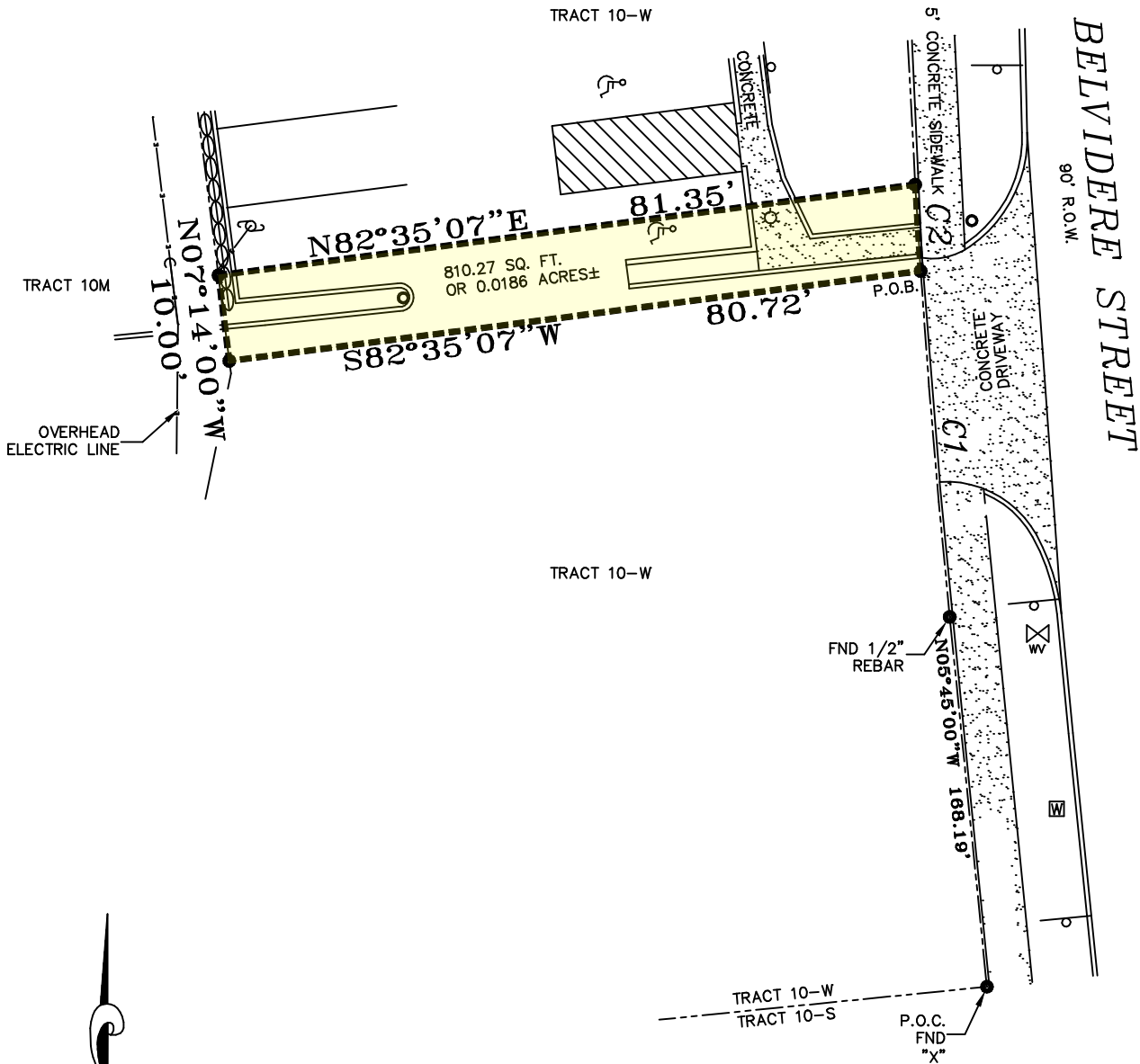


EXHIBIT "B-1"

NOTE:
810.27 SQ. FT.
OR 0.0186 ACRES±

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	40.21	1211.24	20.11	40.21	N04°47'56"W	01°54'07"
C2	10.02	1211.24	5.01	10.02	S03°36'39"E	00°28'27"

NOTE:
THIS SURVEY WAS
DONE WITHOUT THE
BENEFIT OF A
TITLE COMMITMENT.

SCALE 1"=20'

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CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

3950

CAD CONSULTING CO.

EL PASO COUNTY, TEXAS

SURVEYOR

CARLOS M. JIMENEZ
R.P.L.S. No. 3950

JOB # 21-1161 DATE: 04-19-2021 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2021\21-1161

LOCATED IN ZONE c PANEL # 480214-0027-D DATED 01-03-97

RECORDED IN VOLUME N/A PAGE N/A , PLAT RECORDS, EL PASO COUNTY, TX

10' EL PASO ELECTRIC CO. EASEMENT (SEE EXHIBIT "B")
A PORTION OF TRACT 10-W
A.F. MILLER SURVEY No. 211
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CAD CONSULTING COMPANY

1790 LEE TREVINO DRIVE SUITE 503
EL PASO, TEXAS 79936
(915) 633-6422

FIRM# 10099300

A portion of Tract 10-W
A.F. Miller Survey No. 211,
City of El Paso, El Paso County, Texas
April 19, 2021

METES AND BOUNDS DESCRIPTION
125 Belvidere Street
10' El Paso Electric Company Utility Easement
Exhibit "B"

FIELD NOTE DESCRIPTION a portion of Tract 10-W, A.F. Miller Survey No. 211, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found chiseled "X" at the westerly right-of-way line of Belvidere Street (90' R.O.W.) and the common boundary corner of Tracts 10-S and 10-W, A.F. Miller Survey No. 211 **THENCE**, leaving said common boundary corner of Tracts 10-S, 10-W and along the westerly right-of-way line of Belvidere Street (90' R.O.W.), North 05°45'00" West, a distance of 168.19 feet to a found ½ iron rebar for corner; **THENCE**, continuing along said westerly right-of-way line, 40.21 feet along the arc of a curve to the right whose radius is 1211.24 feet, whose interior angle is 01°54'07", whose chord bears North 04°47'56" West, a distance of 40.21 feet to the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Belvidere Street, South 82°35'07" West, a distance of 80.72 feet to a found ½ iron rebar for corner at the common boundary line of Tracts 10-M and 10-W;

THENCE, along said common boundary line of Tracts 10-M and 10-W, North 07°14'00" West, a distance of 10.00 feet to a point for corner;

THENCE, leaving said common boundary line of Tracts 10-M and 10-W, North 82°35'07" East, a distance of 81.35 feet to a point for corner at the westerly right-of-way line of Belvidere Street;

THENCE, along the said westerly right-of-way line of Belvidere Street, 10.02 feet along the arc of a curve to the left whose radius is 1211.24 feet, whose interior angle is 00°28'27", whose chord bears South 03°36'39" East, a distance of 10.02 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 810.27 square feet or 0.0186 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-1161_125 Belvidere St (exhibit B).wpd



EXHIBIT "B-2"