

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

**DEPARTMENT:** Airport  
**AGENDA DATE:** May 27, 2014  
**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña, A.A.E. 780-4793  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign an Electric Service Agreement by and between the City of El Paso and the El Paso Electric Company to provide underground electrical service to a water well at the Butterfield Trail Golf Course, for the total estimated amount of \$68,444.00, and that the City Manager be authorized to sign any amendments to the Electric Service Agreement so long as the total cost of all amendments does not exceed 25% of the total estimated amount and the form of any amendments to the Electric Service Agreement is approved by the City Attorney.

**BACKGROUND / DISCUSSION:**

The Electric Service Agreement is required for the well at Butterfield Trail Golf Course.

**PRIOR COUNCIL ACTION:**

Project approved by City Council as a part of the FY 2014, five year, Capital Improvement Plan.

**AMOUNT AND SOURCE OF FUNDING:**

Funding Amount: \$68,444.00  
Funding Source: Dept. ID; 562, Cost Center; 62230, Expense Acct #; 580270, Project; PAP00683, Fund; 3080

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**BOARD / COMMISSION ACTION:**

N.A.

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



**Monica Lombraña, A.A.E., Director of Aviation**

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

***Information copy to appropriate Deputy City Manager***

# RESOLUTION

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

That the City Manager be authorized to sign an Electric Service Agreement by and between the City of El Paso and the El Paso Electric Company to provide underground electrical service to a water well at the Butterfield Trail Golf Course, 1858 Cottonwood Drive, El Paso, Texas for the total estimated amount of \$68,444.00, and that the City Manager be authorized to sign any amendments to the Electric Service Agreement so long as the total cost of all amendments does not exceed 25% of the total estimated amount and the form of any amendments to the Electric Service Agreement is approved by the City Attorney.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2014.


CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation



April 23, 2014

Arthur A. Dahlberg  
Aviation Development  
El Paso International Airport  
6701 Convair Rd.  
El Paso, Tx. 79925-1099

Dear Mr. Dahlberg:

**ELECTRIC SERVICE AGREEMENT FOR WELL 506A  
1858 COTTONWOOD DR., EL PASO, TEXAS**

This Letter of Agreement, hereinafter called the "Agreement," summarizes the terms under which El Paso Electric Company agrees to provide underground electric service to a well located at 1858 Cottonwood Dr. by way of an underground line extension, hereinafter called the "Underground System."

**I. Parties**

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between El Paso Electric Company, hereinafter called the "Company," and City of El Paso, hereinafter called the "Customer," conjunctively known as the "Parties."

**II. Location**

The Customer has requested the Company provide underground secondary electric service to a primary metered underground well. The Company will install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked Exhibit "A" and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on Exhibit "A." Any future extension of service to additional lots or to any

other property not reflected in Exhibit "A" attached hereto will be negotiated by a separate agreement, if applicable.

### III. Type of Service

1. The Company agrees to install, own, operate and maintain the Underground System to serve the location(s) designated in Exhibit "A." The Underground System will be 277/480 volt, three phase, four wire. The Company will install a 300 KVA padmounted transformer(s), as shown on Exhibit "A", to serve the Customer's electrical load.
2. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pullboxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cables from the secondary terminals of our transformer(s) to and within the building. The transformer(s) can accommodate a maximum of four (4) conductor(s) per phase. If the point of connection is at a Company service enclosure, a maximum number of four (4) 500 MCM conductors per phase will be allowed. Should the Customer's secondary conductors exceed either of these limits, then the Customer shall provide, install, own and maintain a Company-approved padmounted secondary bus enclosure at a location near the transformer or service enclosure designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our transformer(s) without splices and shall be installed as shown on the attached Company DSU 440, page 1 of 2 and 2 of 2, marked Exhibit "B," and incorporated herein the same as if fully set out herein.
3. Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the transformer(s) from vehicular traffic in accordance with the attached Company DSU 520, sheets 1 and 2 of 2, marked Exhibit "C" and incorporated herein the same as if fully set out herein.
4. The Company will designate the point of service, meter location and type of metering to be installed on the Customer's property. The Customer or Customer's electrical contractor shall contact the Company's Planner for this information prior to installing the service entrance.

5. All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.
6. The Company will not construct a line extension for the Customer until the Company has secured all required firm rights-of-way and permits. All line extensions shall be constructed on private rights-of-way, except that within incorporated municipalities where they are not available, such lines may be constructed on existing public roads, streets, alleys or easements. The Customer shall furnish such rights-of-way as required, without charge to the Company, over property owned or leased by the Customer and, if possible, will assist the Company in securing other rights-of-way necessary to provide service. The Customer shall have all of his property corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install the Company's electrical facilities within said rights-of-way.
7. If the Customer requests special trench compaction or requests that the depth of the trench be deeper than normal, then the Customer agrees to pay for all additional costs incurred by the Company for these special requirements. The Customer shall advise the Company of any landscaping or terrain concerns prior to construction of the Underground System.
8. During construction of the Underground System, excavated dirt or other materials from the trench will be placed outside the easement area. The Company will make every reasonable effort to avoid disturbing the surrounding area, however, some loss of vegetation may occur. The Customer shall advise the Company of any concerns or requirements the Customer may have regarding the surrounding area prior to construction of the Underground System. If, at the Customer's request, the Company must use an alternative method of handling the excavated dirt, the Customer agrees to pay all costs incurred by the Company for this additional work.
9. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right-of-way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.

10. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged during land development or building construction, or both, as the case may be, unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement, as stated above, if the need for such an action is shown to have been caused by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.
11. The Customer shall prohibit the building of permanent structures on or over the Underground System and shall relieve the Company from any liability for damages to curbs, gutters, paving, shrubbery or other items of landscaping due to the existence, operation, maintenance, service, repair, replacement or removal of Company facilities.
12. The Company will energize the Underground System after the installation of all electrical facilities has been completed and appropriate inspections have been made to ensure safe and reliable operation.

#### **IV. Cost Terms and Conditions**

In consideration for the Company providing such service, the Customer hereby agrees to the following express terms and conditions:

1. The Customer shall pay the Company a nonrefundable Contribution in Aid of Construction (CIAC) in the amount of **\$68,444.00**, which is the Company's total estimated cost to install the underground service.

#### **V. Other Conditions**

1. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
2. The Company's Underground Inspector will act as the representative for the Company in coordination, inspection

and other work during the field construction of the Underground System and related facilities. The Company's Underground Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach an agreement on any item during construction of the Underground System, the matter shall be referred to a designated Principal of the Customer and the Company's Supervisor of Distribution Design for amicable and mutually satisfactory settlement.

3. The Customer shall prohibit the installation or construction of any structure or building that will create an impaired clearance to the Company's existing or future electrical conductors under the applicable codes or ordinances as observed and enforced by the Company or the proper regulatory authority, or both as the case may be. If such an impaired clearance is created or will be created by any construction or installation by the Customer, the Customer hereby agrees to pay to the Company the entire cost incurred to correct said impaired clearance.
4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement unless the affected portion is determined by the Company to be material to this Agreement, in which event such findings shall terminate the entire Agreement. No waiver by the Company of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.
5. To the full extent allowed by State Law, the Customer agrees to indemnify and save Company, its directors, officers, agents, representatives, employees, contractors or subcontractors from such liability, loss, cost or expense, including, but not limited to, attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the extent such liability, loss, cost or expense is attributable to the negligence of Company, its directors, officers, agents, representatives, employees, contractors or subcontractors.
6. To the full extent allowed by State Law, should any person make a claim or institute suit for any damage to property or injury to persons (including death at any time resulting therefrom) as a result

of the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the proportional extent such claim or suit has its basis in the negligence of Company, its directors, officers, agents, representatives, employees, contractors, or subcontractors, the Customer agrees to assume the defense of any action at law or in equity which may be brought against Customer, Company, the directors, officers, agents, representatives, employees, contractors or subcontractors of same, and to pay all costs, expenses (to include attorney's fees and indirect or consequential damages) and judgments that may be rendered in any such claim or suit.

7. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate the terms and costs stated herein.
8. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.
9. The Designer/Engineer in charge of this project is **Jaime Roman** and can be contacted at **915/543-5873**.
10. Please sign and return the original and one copy of this Agreement and return along with payment. A signed copy will be returned to you once reviewed and approved by the Company.

Accepted: City of El Paso

By: \_\_\_\_\_

Printed name : Joyce A. Wilson

Title: City Manager

Date: \_\_\_\_\_

Accepted: El Paso Electric Company

By: \_\_\_\_\_

Frank H. Vejil

Title: Supervisor, Distribution Design

Date: \_\_\_\_\_

Approved as to form:

Theresa Cullen

Theresa Cullen

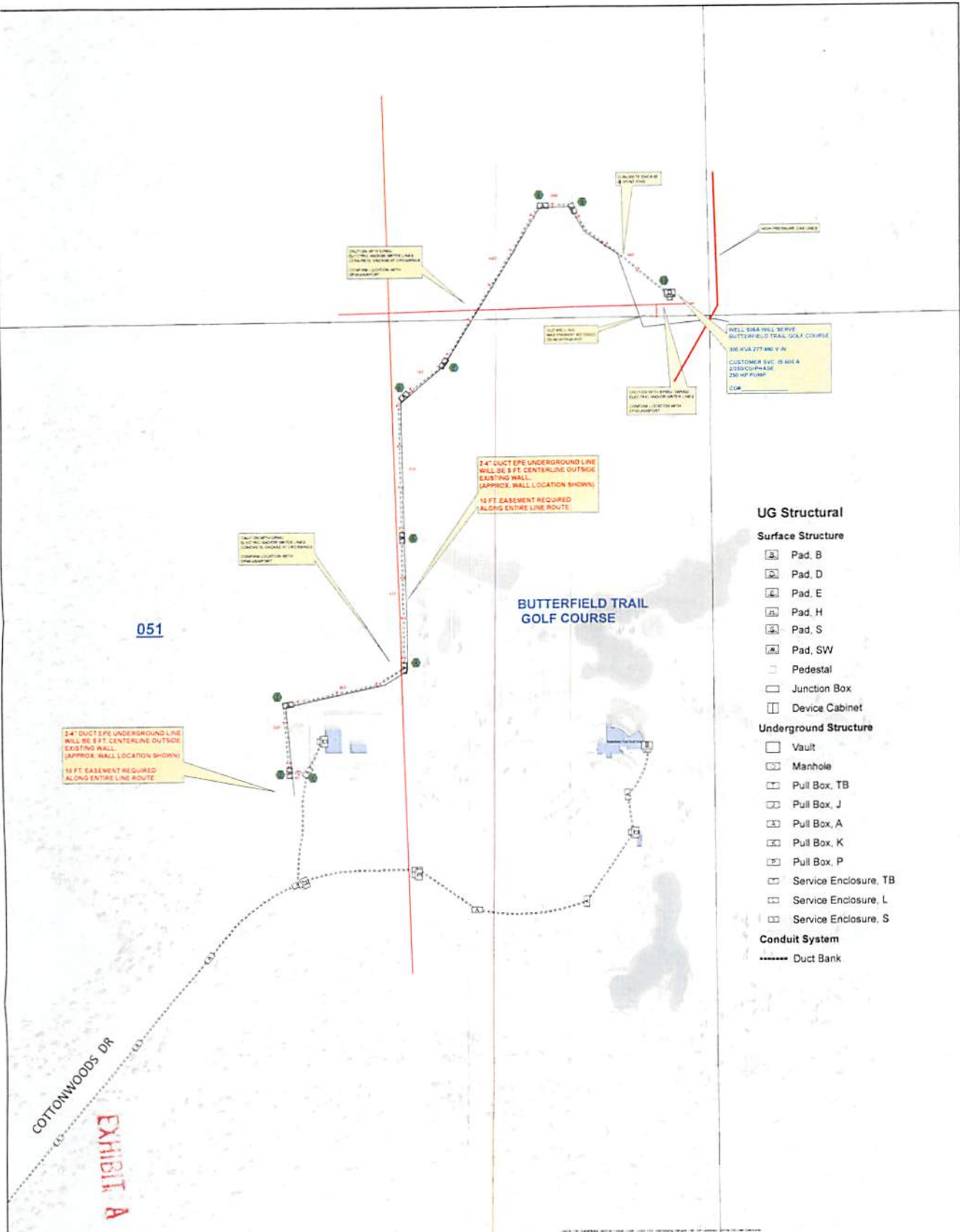
Deputy City Attorney

Approved as to content;

Monica Lombraña

Monica Lombraña A.A.E.

Director of Aviation



051

BUTTERFIELD TRAIL GOLF COURSE

**UG Structural**

**Surface Structure**

- Pad, B
- Pad, D
- Pad, E
- Pad, H
- Pad, S
- Pad, SW
- Pedestal
- Junction Box
- Device Cabinet

**Underground Structure**

- Vault
- Manhole
- Pull Box, TB
- Pull Box, J
- Pull Box, A
- Pull Box, K
- Pull Box, P
- Service Enclosure, TB
- Service Enclosure, L
- Service Enclosure, S

**Conduit System**

- Duct Bank

COTTONWOODS DR  
EXHIBIT A



Work Request #: 24727  
 Work Order #: DT024727  
 Tax District: 051  
 Feeder: GLO10

**EL PASO WATER UTILITIES**

1858 COTTONWOOD DR #, EL PASO, TX 79925-  
 SECT. 22, 27, BLK 80, TSP 2, T & P SURV.

**STRUCTURAL**

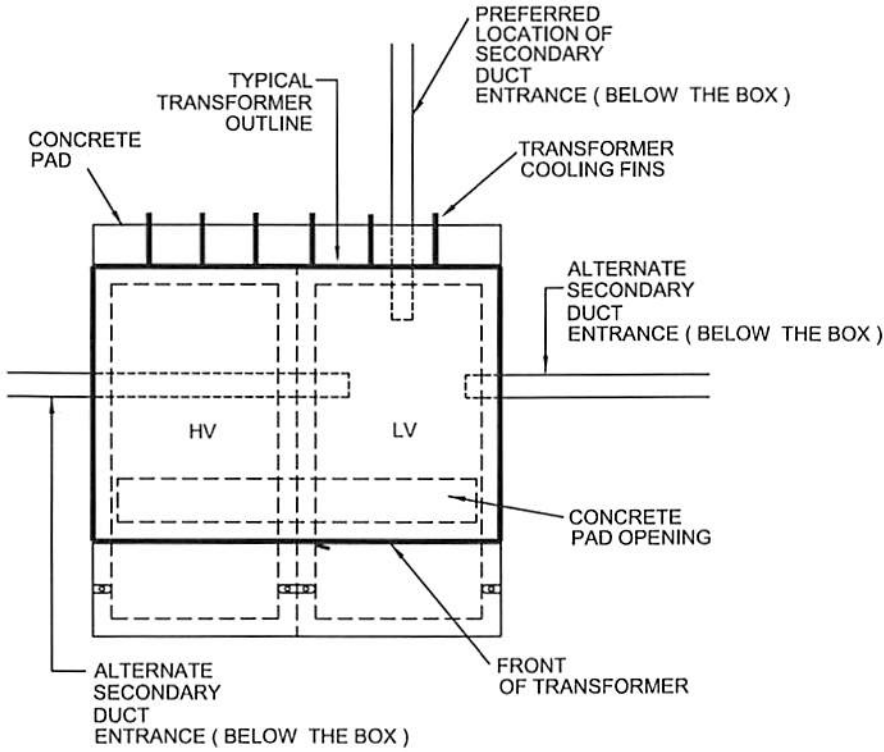
Planner: Jaime Roman  
 Planner Phone: 915-543-5873  
 Planner Cell: 915-525-1066

Customer: EL PASO WATER UTILITIES  
 Customer Phone: 915-581-5622

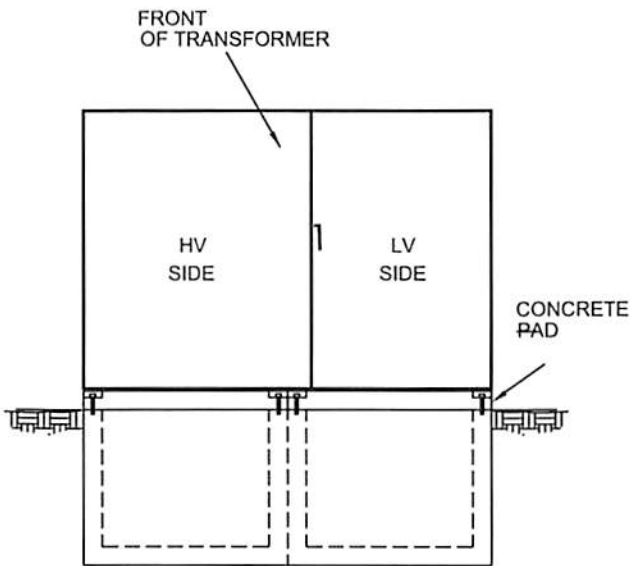


DT024727  
 3/4/2014

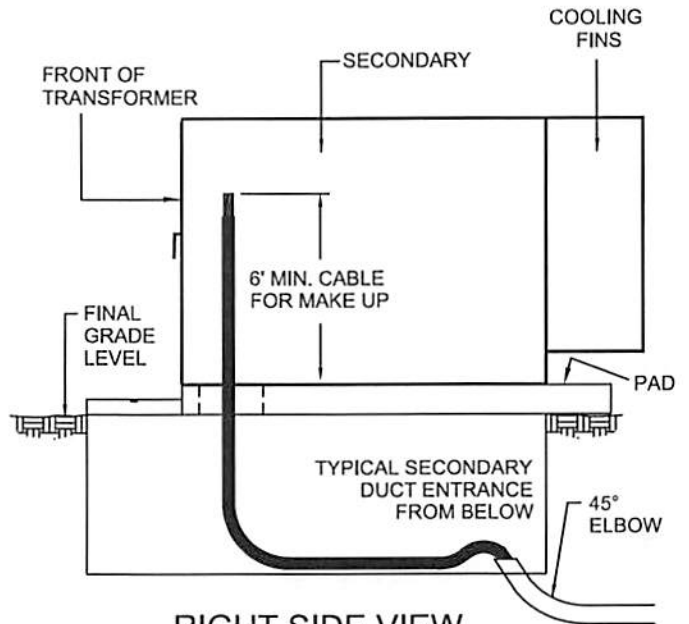
1 inch = 200 feet



TOP VIEW



FRONT VIEW



RIGHT SIDE VIEW

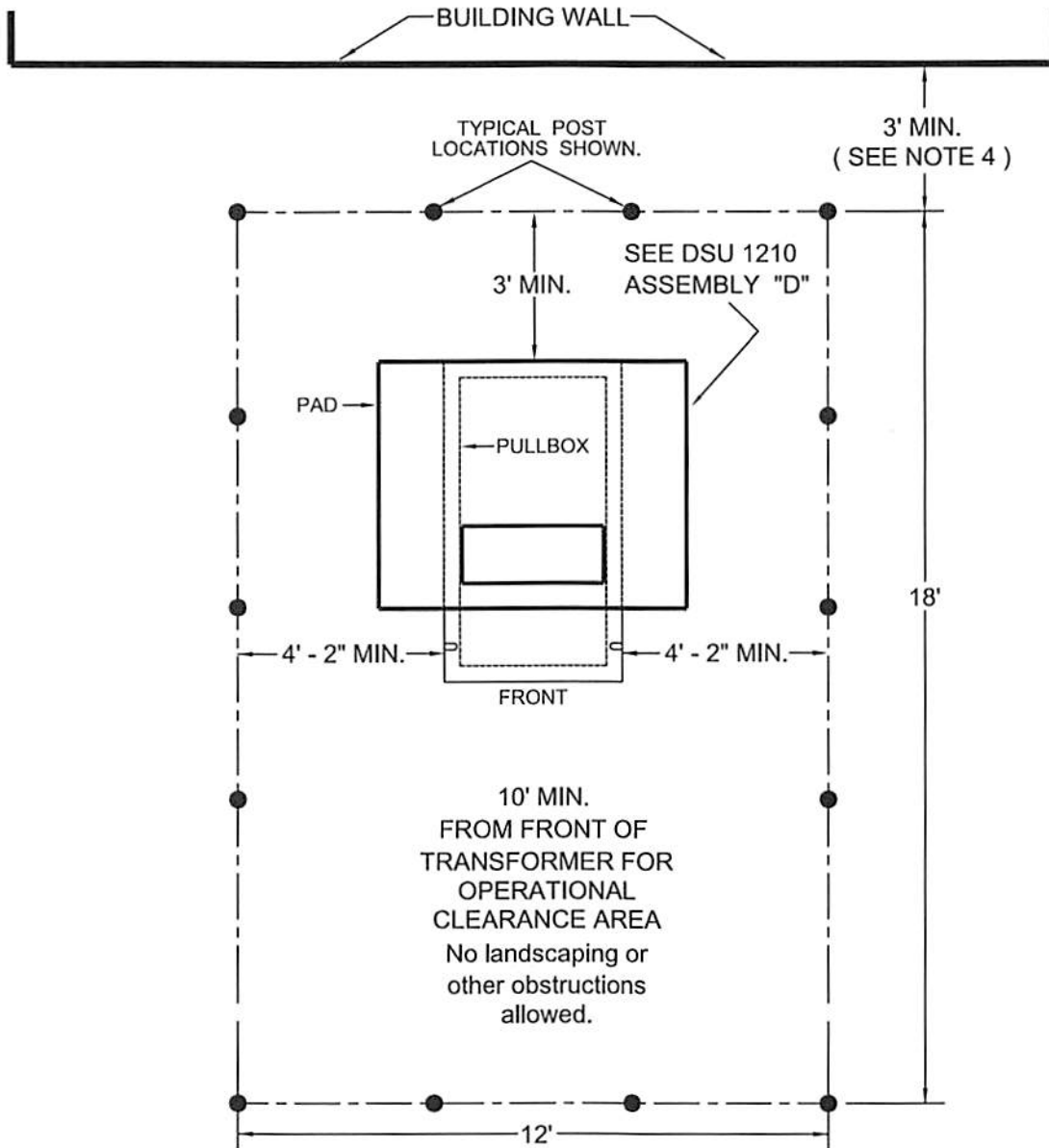
# EXHIBIT "B"

## TYPICAL CUSTOMER SECONDARY CABLE LENGTH PADMOUNT TRANSFORMERS

NOTES:

- 1 DUCT OR ELBOW SHOULD TERMINATE 3" - 4" ABOVE SURFACE INSIDE PULLBOX.
- 2 SECONDARY CABLE SHALL REST ON BOTTOM OF PULLBOX AS SHOWN.
- 3 DUE TO POSITIONING OF LEVELING BLOCKS, DUCT MUST NOT ENTER PULLBOX WITH 12" OF ANY CORNER.
- 4 METERING CONDUITS MUST ENTER PULLBOX ON LV SIDE FROM BELOW.
- 5 THE SECONDARY DUCT ENTRANCE SHALL NOT ENTER THE FRONT OF PULLBOX / TRANSFORMER.
- 6 **NO SPLICES ALLOWED ON CUSTOMER SECONDARY, ON E.P.E.C. TRANSFORMERS OR PULLBOX.**
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

# EXHIBIT "B"



● CONCRETE FILLED POSTS      □ RIGHT - OF - WAY

# EXHIBIT "C"

DRAWING NOT TO SCALE

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS  
FOR 3 Ø PADMOUNT TRANSFORMERS  
300 KVA AND BELOW

NOTES:

- 1 WHERE THIS AREA IS SUBJECT TO VEHICULAR TRAFFIC, THE CUSTOMER WILL INSTALL PROTECTION AS DESCRIBED BELOW BEFORE ELECTRICAL SERVICE IS PROVIDED.
  - A. CONCRETE FILLED METAL PIPES WITH A 4 INCH MINIMUM DIAMETER USED AS POSTS, 3 FEET MINIMUM SECURELY EMBEDDED IN CONCRETE AND EXTENDING AT LEAST 4 FEET OUT OF THE GROUND.
  - B. THE POSTS SHOULD BE EQUALLY SPACED BUT NOT MORE THAN 5 FEET APART AND LOCATED ON THE PERIMETER OF THE EASEMENT ON THOSE SIDES REQUIRING PROTECTION.
- 2 THERE SHALL BE NO BUILDING OVERHANG OR OTHER OBSTRUCTION THAT WILL PREVENT ACCESS WITH A BOOM TRUCK OR CRANE.
- 3 ASSEMBLY "D" FOR 3Ø 300 KVA AND BELOW PADMOUNT TRANSFORMERS INSTALLATION IS SHOWN.
- 4 EASEMENT SHALL BE LOCATED A MINIMUM OF 3' FROM THE CLOSEST BUILDING WALL.
- 5 FOR PULL BOXES AND PAD SIZES SEE DSU 1210.
- 6 A MINIMUM STANDARD EASEMENT OF 12' X 18' IS REQUIRED.
- 7 THE SECONDARY DUCT ENTRANCE SHALL NOT ENTER THE FRONT OF PULLBOX / TRANSFORMER. SEE DSU 440.
- 8 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.
- 9 THE METER FRAME FOR METERING SHALL BE INSTALLED 3 FEET MIN. FROM THE LOW VOLTAGE SIDE OF THE TRANSFORMER PAD TO ALLOW ROOM FOR TRANSFORMER MAINTENANCE. FRAME MAY BE INSTALLED ON HIGH VOLTAGE SIDE OF THE TRANSFORMER WITH E.P.E.C. PERMISSION ONLY.

## EXHIBIT "C"