

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

DEPARTMENT: MASS TRANSIT DEPARTMENT (SUN METRO)

AGENDA DATE: August 9, 2016

CONTACT PERSON/PHONE: Monica Lombrana, Director for Capital Improvement Department, 212-7301
Jay Banasiak, Director for Mass Transit Department (Sun Metro), 212-3300

DISTRICT (S) AFFECTED: 8

SUBJECT: Strategic Goal No. 7: Enhance and Sustain El Paso's Infrastructure Network

That the Director of the Capital Improvement Department be authorized to sign a Letter of Agreement with the El Paso Electric Company (EPEC) to provide underground electric service to the Streetcar Maintenance Facility Building located at 601 S. Santa Fe, El Paso, adjacent to Sun Metro's downtown terminal.

BACKGROUND / DISCUSSION:

EPEC agrees to install and operate the underground system required to provide electricity to the Streetcar Maintenance Facility (SMF). Each parties' responsibilities are outlined in the agreement including construction costs. Sun Metro must also provide a refundable cash advance for the total installation and equipment costs borne by EPEC (construction costs). Annually EPEC will calculate the refundable amount based on that year's service billings less fuel costs and related taxes. The Camino Real RMA cannot provide cash advance as they will not be EPEC's billing customer.

SELECTION SUMMARY:

N/A

PROTEST

- ☐ There was no protest received for this requirement.
☐ Protest received.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Reimbursable cost

BOARD / COMMISSION ACTION:

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

DEPARTMENT HEAD:

Name


Signature

Date

RESOLUTION

WHEREAS, the City assigned a professional services agreement to the Camino Real Regional Mobility Authority (CRRMA) for the El Paso Streetcar Project; and

WHEREAS, the CRRMA and TxDOT entered into a funding agreement to construct a streetcar system in the City of El Paso; and

WHEREAS, the El Paso Streetcar Project includes the construction of a maintenance facility on City property at 601 S. Santa Fe St., El Paso, Texas, and underground electric service is required; and

WHEREAS, the City's Mass Transit Department will operate the streetcars, the maintenance facility and project infrastructure upon the CRRMA's completion of the El Paso Streetcar Project construction.

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

That the Director of the Capital Improvement Department be authorized to sign a Letter of Agreement with the El Paso Electric Company to provide underground electric service to the Streetcar Maintenance Facility Building at 601 S. Santa Fe St., El Paso, El Paso County, Texas.

ADOPTED THIS _____ DAY OF _____, 2016.


THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

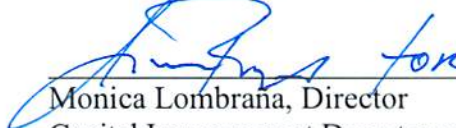
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:




Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

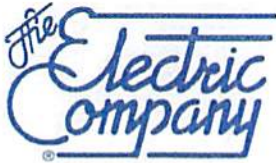


Monica Lombrana, Director
Capital Improvement Department

APPROVED AS TO CONTENT:



Jay Banasiak, Director
Mass Transit Department



El Paso Electric

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

July 14, 2016

Ms. Monica Lombr  a
Director of Capitol Improvements
City of El Paso
300 N. Campbell Street
El Paso, Texas 79901

Dear Ms. Lombr  a:

**THREE PHASE UNDERGROUND ELECTRICAL SERVICE TO NEW COEP
MAINTENANCE FACILITY BUILDING, LOCATED AT 601 S. SANTA FE IN 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 your COEP Maintenance Facility Building located at 601 S. Santa Fe by way of an underground line extension, hereinafter called the "Underground System."

I. Parties and Term

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."

The term of this Agreement shall be from the date of execution until four (4) years after the completion of the installation of all underground structural facilities required to provide the requested service as hereinafter specified.

II. Location

The Customer has requested the Company to 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, 3 phase, 4 wire**. A **300 KVA** padmounted transformer will be installed 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 **4 - 500 MCM** conductor(s) per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a Company-approved padmounted secondary bus enclosure at a location near the transformer 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**, 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.
13. For purposes of this Agreement, hereinafter detailed, the Underground System is considered completed from the time the main structural facilities are installed, including but not be limited to, the duct for high voltage primary cables, pullboxes and pads.

IV. Cost and Security Terms and Conditions

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

1. The following definition is accepted as a part of this Agreement:

"Revenue - The total amount billed to a customer for electric service, determined by the metered monthly kilowatt demand and kilowatt-hour usage, applied to the appropriate tariff schedule, **LESS THE FIXED FUEL FACTOR COSTS AND TAXES.**"

2. The Company's cost to provide and install all of the facilities in the Underground System is **\$136,019.63.**
3. The Customer shall make a refundable Cash Advance for Construction in the amount of **\$136,019.63.** All or a portion of this Cash Advance will be refunded to the Customer or retained by the Company as follows:
 - a. For the term of this Agreement on each annual anniversary date of completion of the structural facilities of the Underground System, the Company will compute the actual annual revenues received from the previous twelve months' billings for the service provided to

all users of the Underground System designated in this Agreement. Each year after the actual annual revenue has been computed, the Company will refund to the Customer the amount of the actual revenue, less the fixed fuel factor costs and taxes as defined in paragraph IV.1. above, received from all permanent customers of this Underground System.

4. All or a portion of this Cash Advance may be refunded to the Customer from revenue received from other customers served when additional line extensions are constructed. Refunds of the Cash Advance will be made as set forth in the following paragraph 6a.
 - a. If additional line extensions are constructed to serve other customers or additional customers are served from this line extension within forty-eight (48) months of the date the line extension is completed, the Company, if notified, will make one-time refunds to the Customer for each such new customer served.

The one-time refund under this Agreement will be calculated in the following manner:

$$R = \frac{E - C}{48} \times (48 - M)$$

Where:

R = The amount of the refund,

E = Estimated 48-month revenue from permanent customers served from the additional line extensions,

C = Estimated cost of the additional extensions, and

M = Number of months since the Customer's line extension covered in this Agreement was completed

In order for the one-time refund credit to be applied, the new facilities must be for a permanent customer as defined in the Company's Line Extension Policy, which states:

A permanent customer is one whose installed electrical equipment is used in a manner that provides the Company a reasonable return on the capital investment required to serve the customer.

A mobile home customer who owns or is buying the land on which the mobile home is located and has a permanent source of domestic water and sewer facilities is considered a permanent customer.

5. The Company on an annual basis following the payment of a Cash Advance for Construction will reconcile refund balances. The interest rate that will be applied to balances subject to refund will be the annual interest rate for Customer Deposits approved by the Public Utility Commission of Texas.
6. In no case will refunds from electric bills and one-time refunds exceed the Customer's Cash Advance for Construction.
8. If a balance from the Customer's Cash Advance for Construction remains after forty-eight (48) months from the date the underground structural facilities were completed, this balance will revert to the Company as a nonrefundable Customer Contribution in aid of Construction.

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 Planner in charge of this project is Ramon C. Rivera and can be contacted at (915) 543-2288.

10. Please sign and return the original and one copy of this Agreement. The refundable Cash Advance for Construction must also accompany this Agreement.

Approved as to Form:



Sol M. Cortez
Assistant City Attorney

Approved as to Content:



Javier Reyes
Engineering Division Manager
Capital Improvement Department

Accepted: _____

By: _____

Title: _____

Date: _____

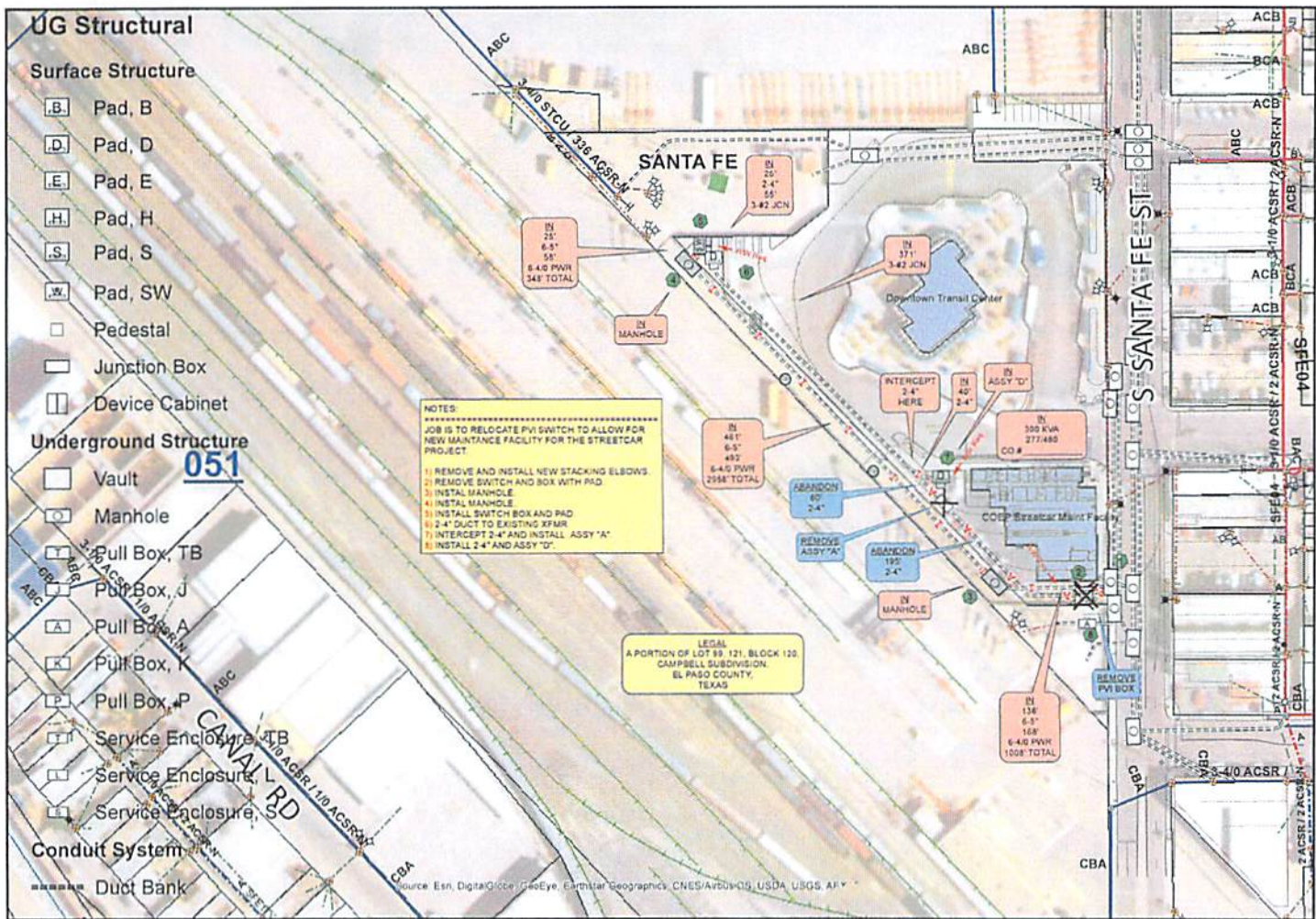
Accepted: El Paso Electric Company

By: 

Frank H. Vejil

Title: Supervisor-Distribution Design

Date: 8-2-16



EL PASO STREETCAR PROJECT (SUN METRO STATION)

601 S SANTA FE ST #, EL PASO, TX 79902-

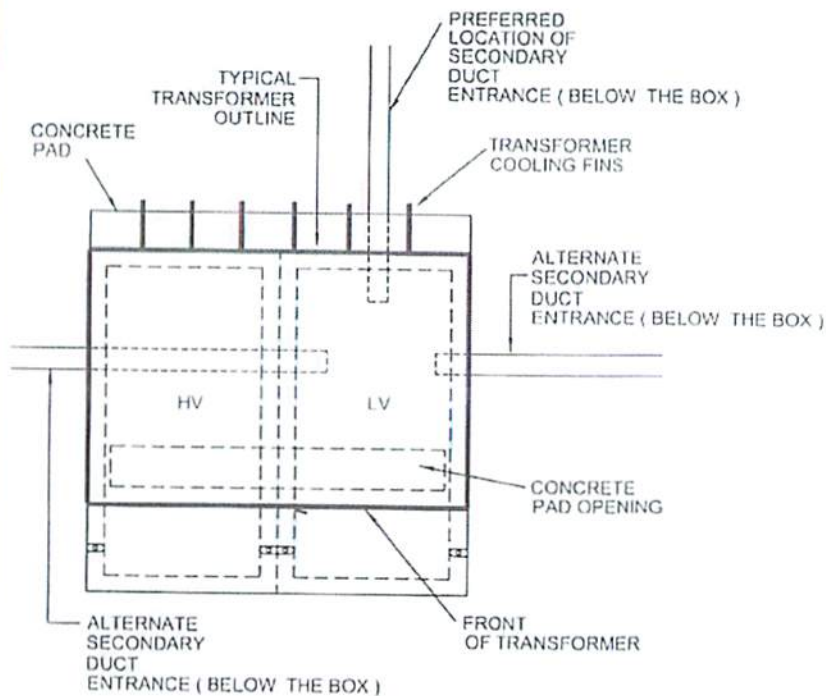
EXHIBIT "A" U.G. STRUCTURAL

Planner: Ramon Rivera
Planner Phone: 915-543-2288
Planner Cell: 915-525-2813

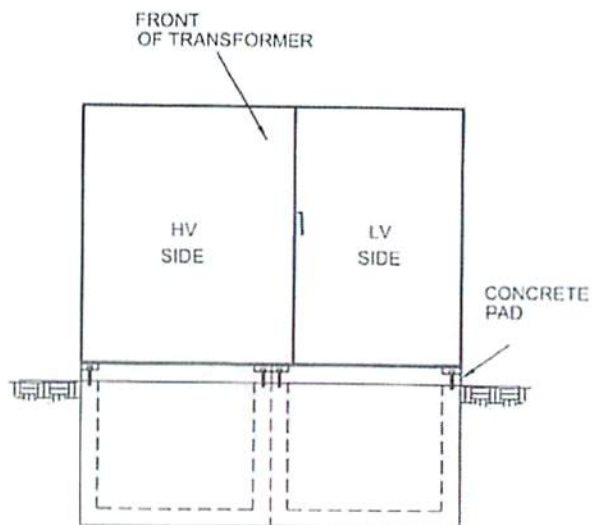
Customer: EL PASO STREETCAR PROJECT (SUN METRO STATION)
Customer Phone: 915-463-6271



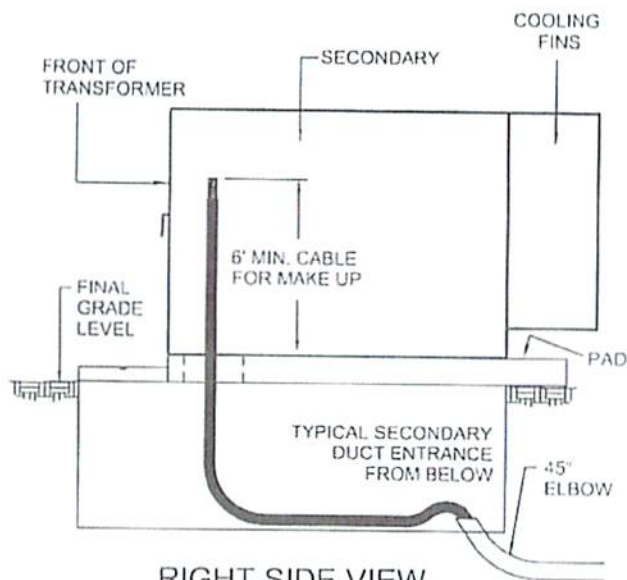
1 inch = 140 feet



TOP VIEW



FRONT VIEW



RIGHT SIDE VIEW

EXHIBIT "B"

TYPICAL CUSTOMER SECONDARY CABLE LENGTH
PADMOUNT TRANSFORMERS

ORIG. DATE: 01/15/76
REV. DATE: 04/23/09

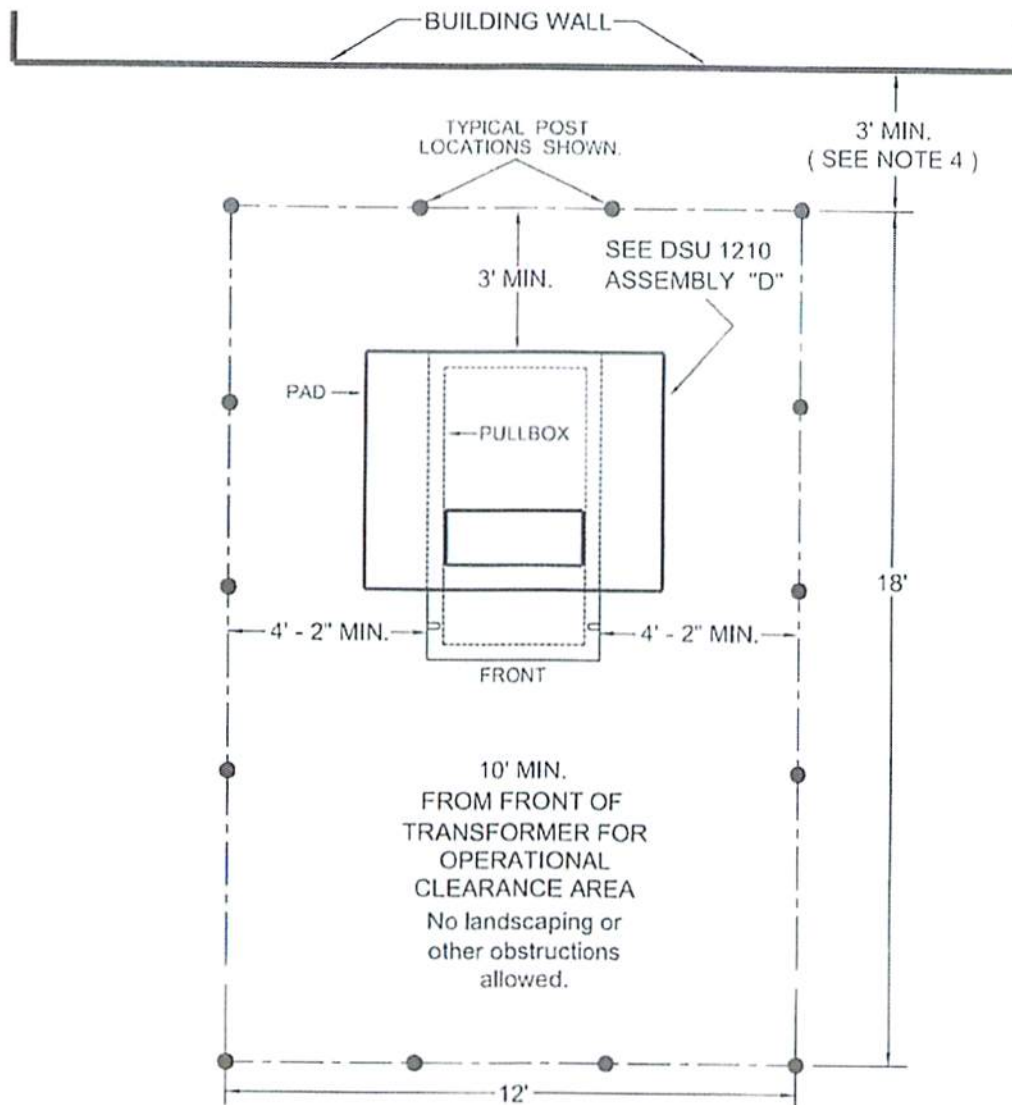
EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 440
PAGE 1 OF 2

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

ORIG. DATE: 11/05/72
REV. DATE: 10/12/09

EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 520
PAGE 1 OF 2

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"