

# Agenda of Special Meeting

## The Board of Trustees Canutillo ISD

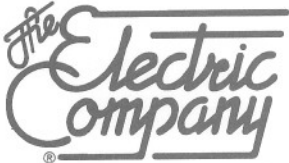
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A Special meeting of the Board of Trustees of Canutillo ISD will be held December 4, 2007, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. General Functions
    - A. Call to Order
    - B. Roll Call
    - C. Board of Trustee Business
      1. Team Building Work Session (session will be conducted in executive session under the authority of Texas Government Code Section 551.074)
  2. Instruction and Student Affairs
    - A. NONE
  3. Personnel
    - A. NONE
  4. Business and Finance
    - A. Approve revised design for CHS Field House
    - B. Approval of construction of CHS marquee
    - C. Approval of Easements for water lines and waste water lines to El Paso County Water District #1 for Garcia Elementary School
    - D. Approval of Easement to El Paso Electric for Garcia Elementary School 2
    - E. Approval of electric service agreement for Garcia Elementary School 7
  5. Administration
    - A. NONE
  6. Adjournment
- 

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.



El Paso Electric

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

November 12, 2007

Pam Padilla, Superintendent  
Canutillo Independent School District  
7965 Artcraft Drive  
El Paso, Texas 79932

RE: A portion of Tract 9A, Block 13, Upper Valley Survey, El Paso County, Texas  
WR #DT002686 & DT002682

Dear Ms. Padilla:

El Paso Electric Company (EPE) received a request to provide electrical facilities to the new Pre-K school that will be located between Westside Drive and Borderland Road. In order for EPE to proceed with the request we are in need of a 10' overhead and underground easement along with a 16' x 18' transformer easement as indicated on the print.

Enclosed you will find (3) three sets of the proposed easement documents for your review along with an enlarge detail map. If you concur, please sign and notarize two sets of the documents. Once the easement and agreement documents are executed; please return them to me, at 501 W. San Antonio Street, El Paso, Texas 79901.

If you have any questions, please contact me at (915) 543-4364 or via e-mail: [gfranco@epelectric.com](mailto:gfranco@epelectric.com)

Sincerely,

Gloria Franco, SR/WA  
Senior Right of Way Specialist

Enclosures

**EASEMENT**

LOCATION INDEX NO. 3842-3254  
SCHOOL DISTRICT 082  
WORK ORDER NO. DT002686 (OH)  
ODT002682(UG)

**STATE OF TEXAS**

**COUNTY OF EL PASO**

For consideration, the Board of Trustees, Canutillo Independent School District, El Paso, Texas, hereinafter called Grantor, grants unto the El Paso Electric Company, hereinafter called Grantee, the right, privilege and easement to enter upon and erect, construct, operate and maintain a line of poles at any time with all necessary wires, crossarms, guys, and anchors above ground, and any other usual appurtenances, pertaining thereto, with the right of access, ingress, and egress thereto for the installation, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity or communication purposes, over, upon and along the following described premises in El Paso County, Texas, to-wit:

A portion of Tract 9A, Block B, Upper Valley Grants, El Paso County, Texas  
as shown on the attached print and made a part hereof.

with the right to trim trees and vegetation around such electrical facilities and to do anything proper and necessary to operate and maintain same.

In accepting this grant, Grantee agrees that it will peaceably relinquish use and occupancy of the property to Grantor, its successors and assigns, when such property is no longer used for the purpose of the easement, and at the time of such relinquishment, Grantee will at its expense, and at Grantor's request remove Grantee's facilities and will, as reasonable and practicable, place Grantor's property in the same condition as the same was in prior to use by Grantee under this easement, normal wear and tear excepted. Grantee is responsible for the condition and maintenance of its improvements and equipment located on the easement, and for any damage to Grantor's property caused by Grantee's use of the easement, including but not limited to, Grantee's maintenance, repair, replacement, or removal of its improvements, equipment, or other property on the easement; provided, however, Grantee shall only be responsible for that portion of any damage proximately caused by the acts or omissions of Grantee.

Grantor retains and reserves the right to use and enjoy the premises for any and all purposes which do not materially interfere with and prevent the use by Grantee of this easement, including the right to build and use the surface of the premises for drainage ditches, private streets, driveways, parking, sidewalks, landscaping and other uses; provided, no structures shall be built under, over, or around Grantee's facilities, which structures impair Grantee's access to its facilities. Grantor further reserves the right to grant other easements along, across, over or under the easement granted herein, provided Grantee's rights hereunder are not materially affected.

This easement covers all of the agreements and understandings of the parties, and there are no other representations, agreements or understandings, verbal or written, covering the subject matter described herein.

WITNESS the following seal and signature this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**BOARD OF TRUSTEES, CANUTILLO INDEPENDENT  
SCHOOL DISTRICT, EL PASO, TEXAS**

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Trustees

BY: \_\_\_\_\_  
President  
Board of Trustees

ESTIMATE NO. DT002686 & DT002682

J. U. MEMO NO. \_\_\_\_\_

STATE OF TEXAS     )

COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared \_\_\_\_\_, President of the Board of Trustees, Canutillo Independent School District, El Paso, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Canutillo Independent School District, El Paso, Texas, and that he executed the same as the act of the said Canutillo Independent School District, El Paso, Texas, for the purpose and consideration therein expressed, and in the capacity therein stated and as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public  
My commission expires:

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**GRANTEE**

EL PASO ELECTRIC COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_, \_\_\_\_\_ of **El Paso Electric Company** who stated that (s)he executed same for the purpose and consideration therein, expressed and in the capacity therein stated.

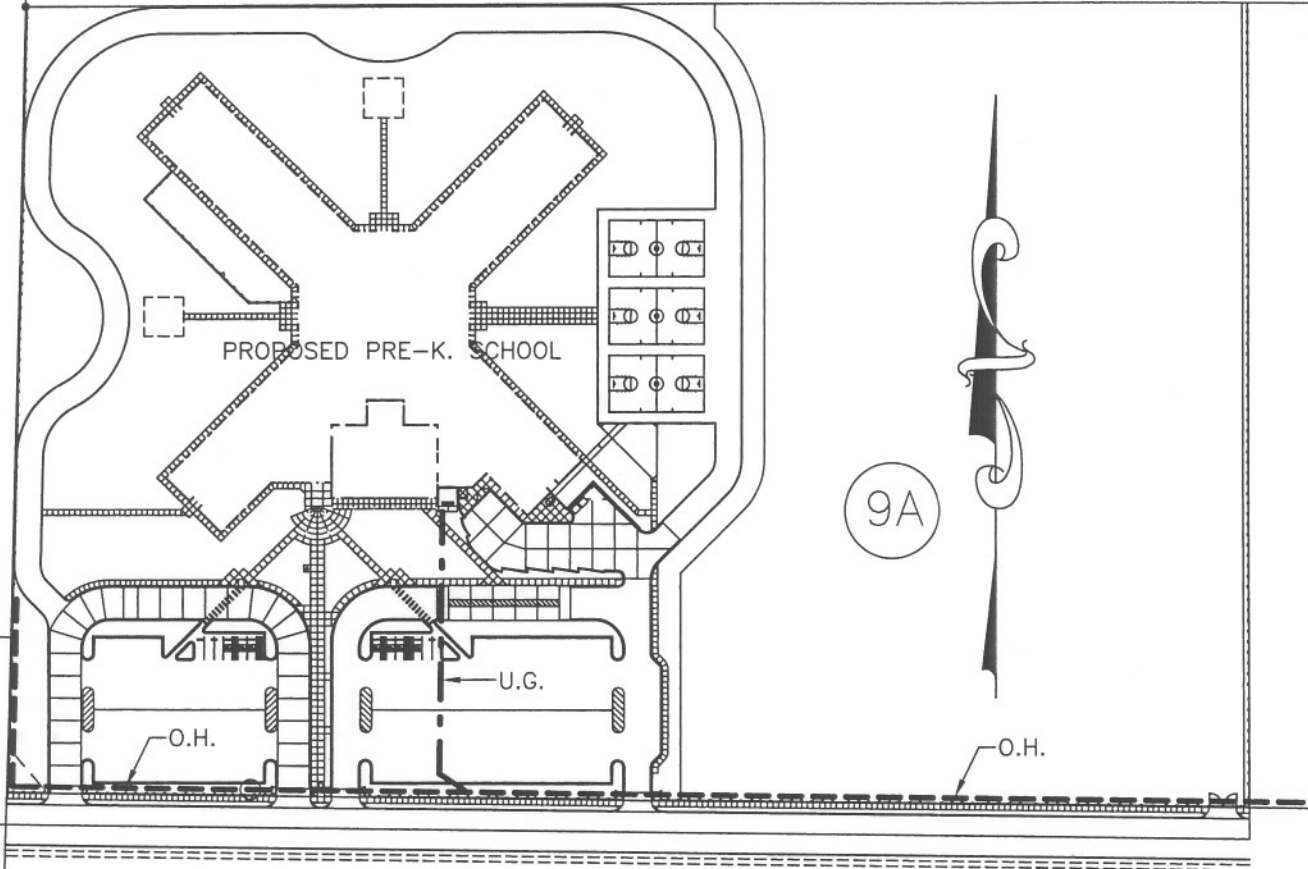
\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
Notary Public in and for  
the State of Texas


WESTSIDE DRIVE

TO BORDERLAND ROAD

E.P.C.W.I.D. LA UNION EAST LATERAL DRAIN



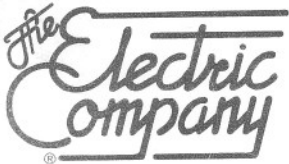
# LEGEND

- PROPOSED E.P.E. CO. 10 FT. UTIL. ESMT.
- - - PROPOSED E.P.E. CO. 10 FT. UTIL. ESMT.
-  16' X 18' TRANSFORMER EASEMENT

GRANTORS INITIALS \_\_\_\_\_

Return to:  
 El Paso Electric Co.  
 P.O. Box 982-Loc 501  
 El Paso, TX. 79960

PROPOSED EASEMENT IN A PORTION OF TRACT 9A, BLOCK B UPPER VALLEY GRANTS EL PASO COUNTY, TEXAS	
EL PASO ELECTRIC CO. R.O.W.	
DATE 11-9-07	EST. NO.
SCALE NONE	DT002682



El Paso Electric

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

November 13, 2007

Dr. Pam Padilla  
Superintendent  
C.I.S.D.  
7956 Artcraft Rd.  
Canutillo, TX. 79835

Dear Dr. Padilla:

**THREE PHASE ELECTRIC SERVICE TO GARCIA ELEMENTARY  
6550 WESTSIDE DR.**

This Letter of Agreement (Agreement) summarizes the terms under which El Paso Electric Company agrees to provide the extension of electric service to the above named location by way of an underground distribution system, hereinafter 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 **Canutillo Independent School District (C.I.S.D.)**, the "Customer," conjunctively known as the "Parties."

**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 the Company drawing. Any future extension of service to additional buildings or property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement.

### III. Type of Service

1. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pull boxes, 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(s). The three phase transformer can accommodate a maximum of **six 500 MCM** conductors per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a padmounted secondary bus enclosure approved by the Company 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 **Company DSU 440**, Sheet 1 of 2 and notes, shown on Exhibit "**B**", and incorporated herein the same as if fully set out herein.

The Underground System for this project as covered in this Agreement will be **277/480** volt, three phase, four wire. A **750 KVA** padmounted transformer will be installed to serve the Customer's electrical load.

Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the school transformer from vehicular traffic in accordance with the attached **Company DSU 515**, sheets 1 and 2 of 2, shown on Exhibit "**C**", and incorporated herein the same as if fully set out herein.

2. 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.

3. **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.**

4. 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.

5. 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.

6. The Underground System will not be energized until all construction of electric facilities has been completed and appropriate inspections have been made to insure safe and reliable operation.

7. The Customer's electrical contractor shall contact the Company's Custom Planner for the necessary metering information and confirmation of the point of service.

#### **IV. Other Conditions**

1. **Installation of the Underground System is subject to the Company securing firm easements and rights of way by dedication or at the nominal cost of one dollar (\$1.00). It is understood that the Customer will need to provide all necessary property irons or acceptable markings so that the Underground System and related facilities can be properly located in the easements.**

2. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.

3. Mr. **Joe Najera**, Company Underground Construction Inspector, phone 543-4147, will act as the representative for the Company in coordination, inspection and other liaison work during the field construction of the Underground System and related facilities. This Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach agreement on any item under discussion, the matter shall be referred to a designated Principal of the Customer and the Company's Distribution Design and Delivery Business Unit Team Leader for amicable and mutually satisfactory settlement.

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. 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 stated herein.

6. 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.

7. The Principal Planner in charge of this project is Mr. **Jaime Roman**, 915/543-5873.

9. Please sign and return the original and copy of this Agreement. The copy will be returned to you once approved by the Company.

Sincerely,

Francisco Melendez  
Supervisor-Distribution Design  
El Paso Electric Company

Accepted: **Canutillo Independent School District**

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

(Printed name) \_\_\_\_\_

Title: \_\_\_\_\_

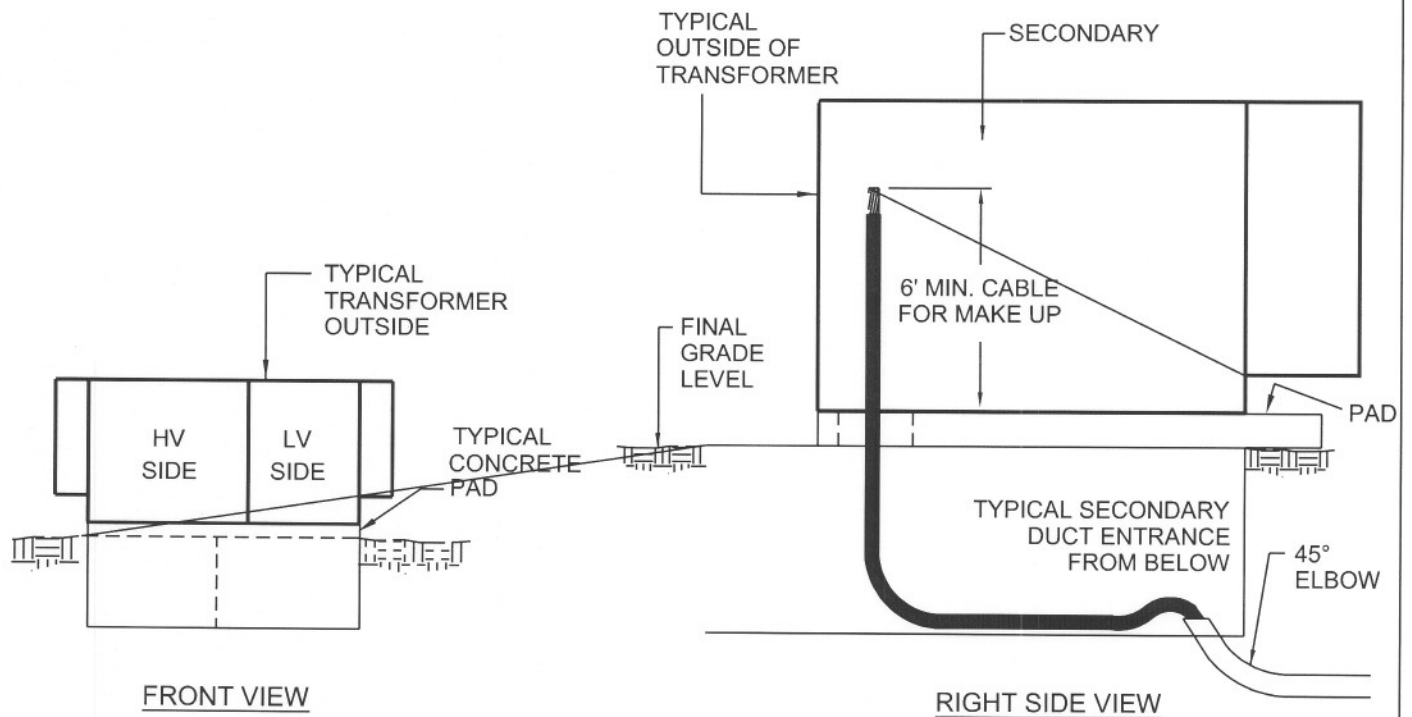
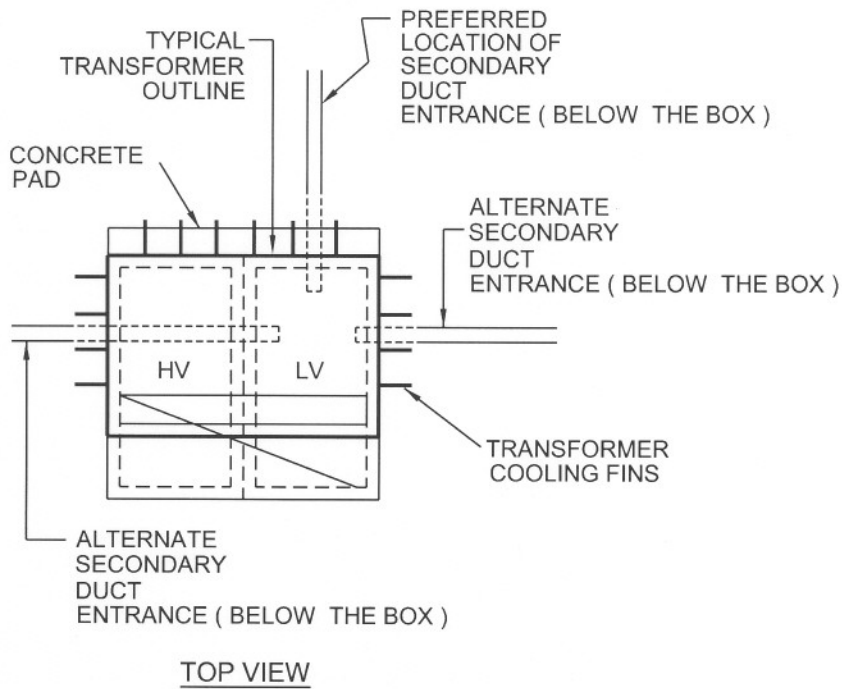
Date: \_\_\_\_\_

Project Coordinator: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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





# EXHIBIT B

## TYPICAL CUSTOMER SECONDARY CABLE LENGTH PADMOUNT TRANSFORMERS

ORIG. DATE: 01/15/76  
REV. DATE: 06/19/02

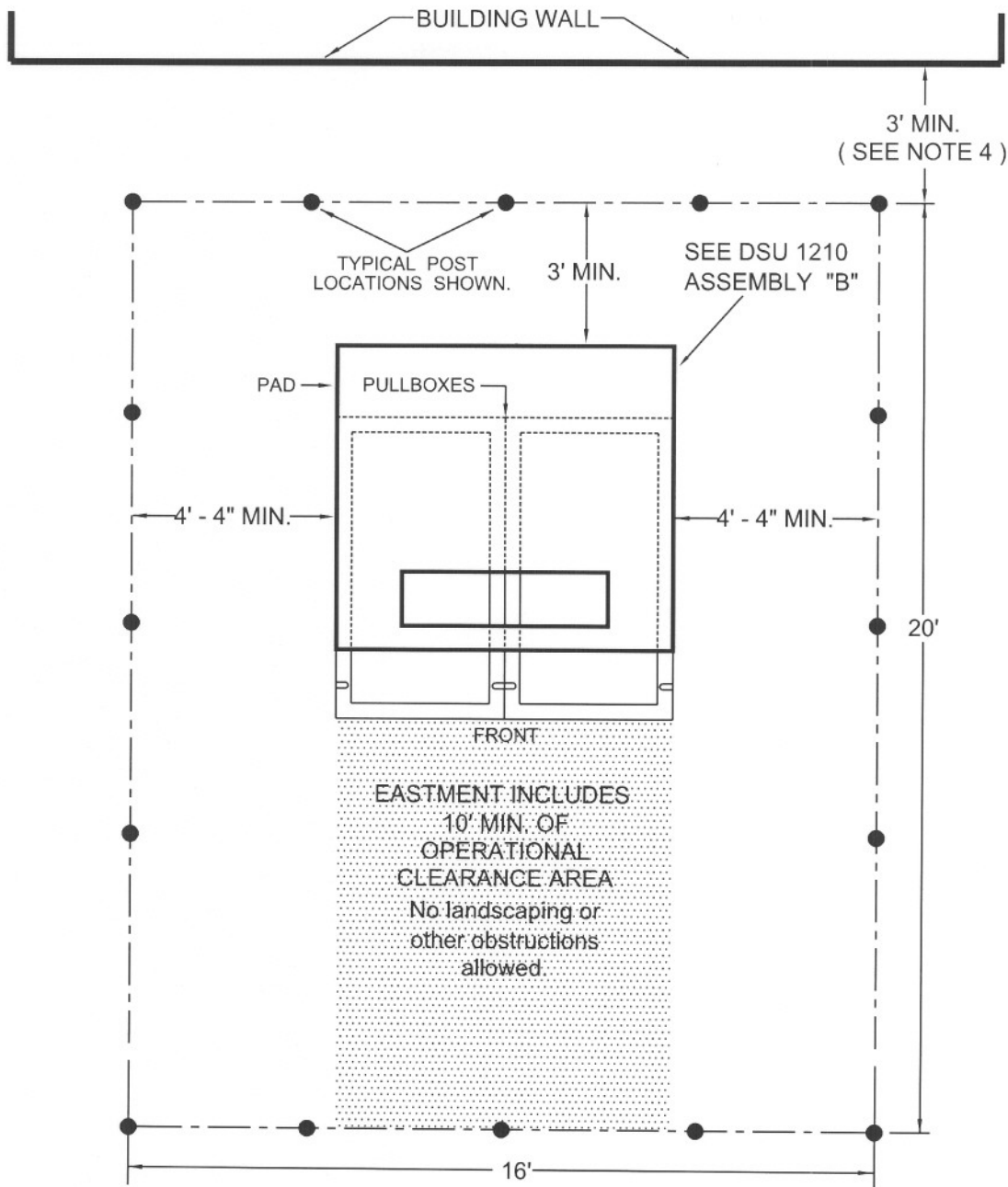
EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

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.

**EXHIBIT B**



- CONCRETE FILLED POSTS
- OPERATIONAL CLEARANCE AREA
- RIGHT - OF - WAY

# EXHIBIT C

## CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS FOR 3Ø PADMOUNT TRANSFORMERS

500 - 1000 KVA  
13

ORIG. DATE: 11/05/72  
REV. DATE: 06/18/06

EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 515  
PAGE 1 OF 3

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 "B" FOR 3Ø 500-1000 KVA AND 3Ø 1500-2500 KVA 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 16' X 20' IS REQUIRED.
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

EXHIBIT C