

CONSENT AGENDA  
ITEM NO. 28

**CITY OF SAN ANTONIO  
PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

SUBJECT: Intrajurisdictional Agreement with City Public Service for an Electric Easement

DATE: May 19, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the Interim City Manager or his designee to ratify an "Intrajurisdictional Agreement for Installation and Maintenance of Electric Transmission and Distribution Lines" between the City of San Antonio and City Public Service (CPS), for the previous installation and maintenance of electric transmission and distribution lines in an electric easement at Fire Station No. 45 at 3415 Rogers Rd. in Council District 6.

Staff recommends approval of this Ordinance.

**BACKGROUND INFORMATION**

This Ordinance authorizes the execution of an "Intrajurisdictional Agreement for Installation and Maintenance of Electric Transmission and Distribution Lines" between the City of San Antonio and City Public Service (CPS), which allows CPS to use 0.1447 acres of City property for the installation and maintenance of electric transmission and distribution lines in an electric easement at Fire Station No. 45.

The existing electric easement that provides electrical service to Fire Station No. 45 runs along the rear portion of the property. This new electric easement will be used to extend electrical service east across Rogers Rd. to neighboring properties in the Westover Hills subdivision.

**POLICY ANALYSIS**

City Public Service (CPS) is a municipally owned utility of the City of San Antonio and joint use of the property would benefit both CPS and the City.

**FISCAL IMPACT**

There is no financial impact of this ordinance.

## COORDINATION

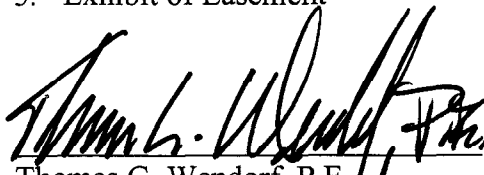
This ordinance was coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office, the Asset Management Department, the Fire Department and City Public Service.

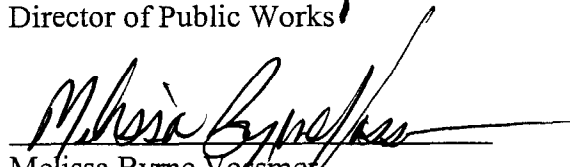
## SUPPLEMENTARY COMMENTS

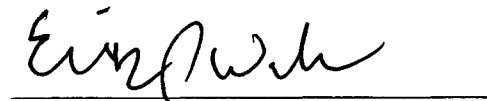
A Discretionary Contract Disclosure Form is not required.

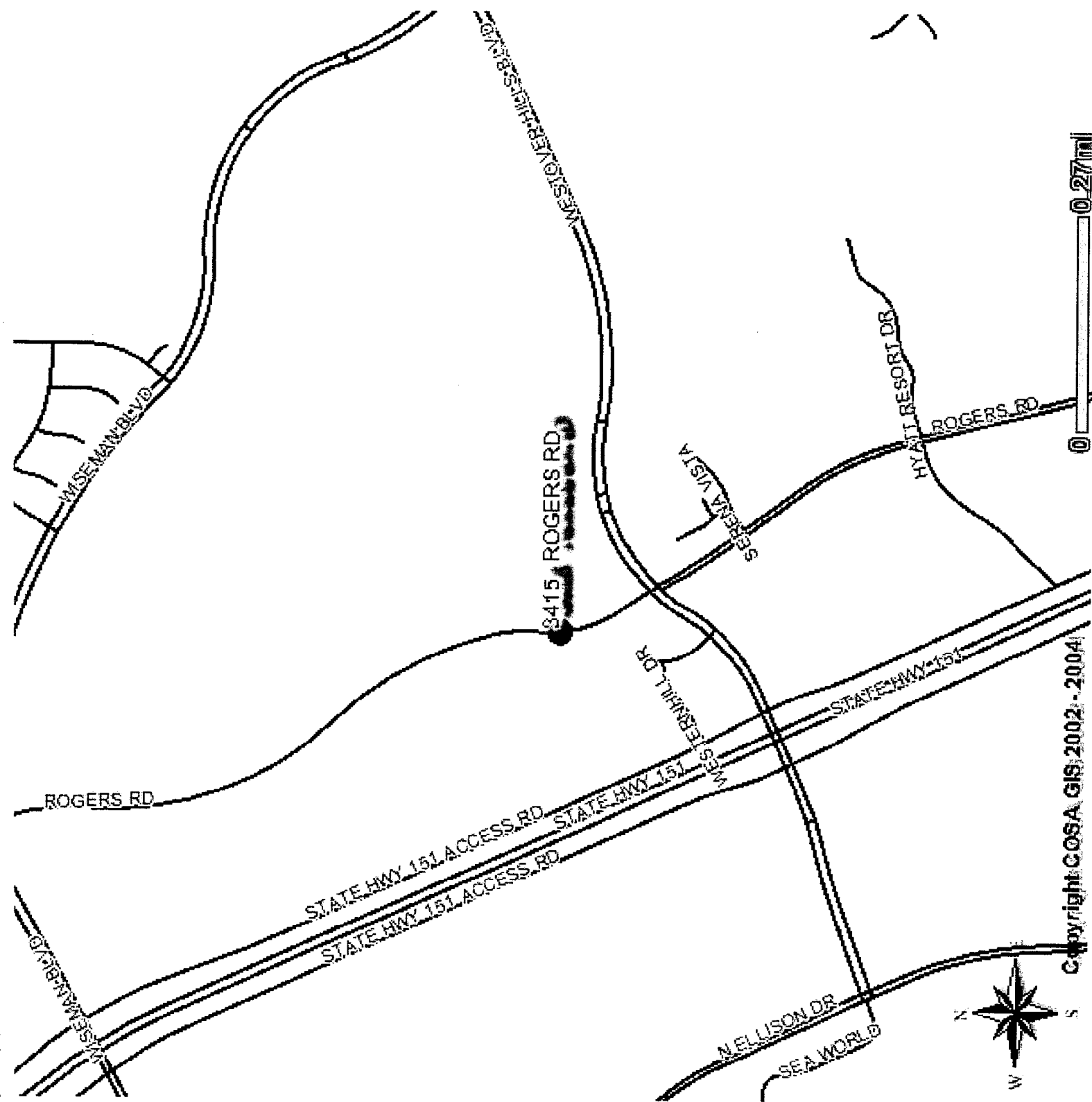
## ATTACHMENTS

1. Project Map
2. Intra-jurisdictional Agreement
3. Exhibit of Easement

  
Thomas G. Wendorf, P.E.  
Director of Public Works

  
Melissa Byrne Vossmer  
Assistant City Manager

  
J. Rolando Bono  
Interim City Manager



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**INTRAJURISDICTIONAL AGREEMENT BETWEEN CITY AND CPS  
FOR INSTALLATION AND MAINTENANCE OF  
ELECTRIC TRANSMISSION AND DISTRIBUTION LINES ✓**

This Intrajurisdictional Agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas municipal corporation (herein referred to as "City"), acting by and through its City Manager or her designee, pursuant to City Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, 2005, and its municipal board, the City Public Service Board of San Antonio (hereinafter referred to as "CPS").

**WHEREAS**, City is the owner of certain property which CPS will use for the relocation, installation, operation, and maintenance of electric transmission and distribution lines consisting of variable numbers of wires and all necessary or desirable appurtenances to provide service to Fire Station No. 45, located at 3415 Rogers Road; and

**WHEREAS**, CPS has inspected the property and found it to be suitable for its purposes based upon its independent investigation; and

**WHEREAS**, because of the relocation of poles and continued service to Fire Station No. 45, the City desires to transfer the use, benefit, and control to CPS of the property described below under the covenants and conditions set forth herein;

**NOW THEREFORE**, in consideration for the mutual covenants and conditions expressed herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**Transfer of Use, Benefit, and Control of Premises** – City hereby transfers to CPS the use, benefit, and control of, but not the fee simple interest in, the following real property ("the Premises") for the relocation, installation, operation and maintenance of electric transmission and distribution lines and all necessary or desirable appurtenances related to that specific use:

Said Premises being Lot 1, Block 4, New City Block 17673, Fire Station Number 45 Subdivision, San Antonio, Bexar County, Texas, according to Plat recorded in Volume 9551, Page 126, Bexar County, Texas. Lot 1 comprised of a 1.377 acre tract of land and a 1.530 acre tract of land out of the B. B. & C. R. R. Survey No. 389, Abstract No. 96, County Block 4417, Bexar County, Texas, as described by Deeds recorded in Volume 8202, Page 1699 and Page 1703, Official Public Records of Real Property, Bexar County, Texas.

Said Premises are more particularly described and shown by field notes and drawing marked Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

**Term** – CPS shall use the Premises so long as CPS abides by the covenants and conditions contained herein and for so long as such use, benefit, and control ("use") does not conflict with the City's plans for the Premises as a whole. If the use of the Premises by CPS conflicts with the remaining portion of the

Premises the City shall notify CPS of the same and provide a portion of the existing Premises to relocate the said electric transmission and distribution facilities at the City's expense, subject to the appropriation of funds by the San Antonio City Council for such expenses. Other than relocations requested by the City, any cost resulting from CPS relocation, operation, maintenance or installation of the facilities shall be at the sole cost of CPS. If the City determines that continuation of this agreement conflicts with City's plan for the Premises, City must give 180 days written notice to CPS before termination.

**Consideration** – City transfers to CPS the use, benefit, and control of, but not the fee simple interest in, the Premises in consideration of the installation of said electric transmission and distribution lines by CPS to provide service to Fire Station No. 45 at 3415 Rogers Road in accordance with the CPS Line Extension Policy.

**Permitted Uses** – CPS shall use the Premises for the purpose of relocating, installing, constructing, reconstructing, inspecting, patrolling, maintaining, removing and replacing said electric lines and appurtenances thereto, which shall include the right of ingress and egress over the surface of adjacent lands in order to accomplish its purposes, the right to relocate said facilities along the same direction and location of said electric transmission and distribution lines; and the right to remove from said lands all trees and parts thereof by standard industry practices employed in vegetation management or other obstructions, which endanger or may interfere with the efficiency of said electric transmission and distribution lines or appurtenances thereto.

**Condition of Property** – As of the EFFECTIVE DATE of this Agreement, CPS shall accept for present and future use of the Premises in its existing "AS IS, WHERE IS WITH ALL FAULTS" condition subject to the terms and condition of this Agreement. **CITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE PREMISES FOR USE BY CPS.**

**Relationship of the Parties** - Except as herein expressly provided to the contrary, the provisions of the Agreement are for the sole and exclusive benefit of the City and CPS. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity, other than City or CPS, any right, remedy, or claim, legal or equitable.

**Notices** – Any notice, demand or request provided or required to be provided under this Agreement shall be considered properly given if in writing and delivered in person, or sent by either registered or certified mail, postage prepaid, or prepaid telegram, to the party to whom the notice is due as specified below:

CPS:           City Public Service Board of San Antonio  
                  Attn: Right-of-Way Management  
                  PO Box 1771  
                  San Antonio, Texas 78296

City:           City of San Antonio  
                  Attn: City Clerk  
                  PO Box 839966  
                  San Antonio, Texas 78283-3966

The names and addresses set forth above may be changed by notice given as provided in this section. The parties agree that delivery of any notice shall be presumed five (5) days after the date of mailing.

**Assignment and Subletting** – CPS shall not assign, let, or sublet the transferred Premises or any part thereof or any right or privilege pertinent thereto, or permit the occupancy or use of any part there by any other person.

**Governing Law** – This agreement shall be construed and endorsed and is strictly subject to any existing applicable municipal ordinances, City Code, City Charter, and any existing applicable federal or state laws, or county ordinances, and regulations. CPS agrees to comply with said existing federal and state laws, and city and county ordinances, and regulations, prior to the exercise of such rights or activities herein transferred.

**Captions** – The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, describe or otherwise effect the terms, the scope, or intent of this Agreement.

**Counterparts** – This Agreement may be executed in one or more counterparts, each of which shall be considered an original document.

Executed to be effective ten (10) days after the date of passage of the City Ordinance referenced on Page 1 hereto ("EFFECTIVE DATE").

City of San Antonio, a Texas municipal corporation,  
by:


Signature: \_\_\_\_\_

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

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

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

**City Public Service Board, A Municipal Board  
of the City of San Antonio**

By:   
TRACY L. McCUAN  
VICE PRESIDENT  
ENGINEERING

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS   §  
                             §  
COUNTY OF BEXAR§

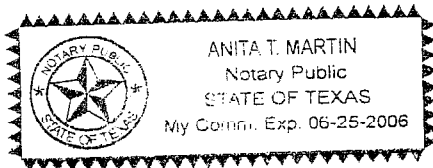
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, on behalf of the CITY OF SAN ANTONIO, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS   §  
                             §  
COUNTY OF BEXAR§

This instrument was acknowledged before me on this 31 day of March, 2005, by TRACY L. MCCUAN, VICE PRESIDENT, ENGINEERING, on behalf of the CITY PUBLIC SERVICE BOARD of the CITY OF SAN ANTONIO, Texas.



Anita T. Martin  
Notary Public, State of Texas

3/24/05 CITY OF SAN ANTONIO, FIRE STATION NO. 45  
ATM Job #3002214      Hwy 151 @ Westover Hills

EXHIBIT "A"



FIELD NOTES  
FOR

A 0.1751 acre (7,629 square feet, more or less) tract of land, being a 28-foot Wide Electric Easement, situated within Lot 1, Block 4, New City Block (N.C.B.) 17673, Fire Station Number 45 Subdivision as recorded in Volume 9551, Page 126 of the Deed and Plat Records of Bexar County, Texas, in the City of San Antonio, Bexar County, Texas, said easement being more particularly described by metes and bounds as follows, with bearings based on the said Fire Station Number 45 Subdivision:

PART I

Being a 0.1447 acre (6,303 square feet, more or less) tract of land:

COMMENCING: At a found  $\frac{1}{2}$ " iron rod at the north end of the curve return for the intersection of the west right-of-way line of Rogers Road, an 86-foot right-of-way dedicated to the public with the plat of Westover Hills Unit 18 as recorded in Volume 9543, Page 186 of the Deed and Plat Records of Bexar County, Texas, with the north right-of-way line of Westover Hills Boulevard, a 110-foot right-of-way, dedicated to the public with the plat of Westover Hills Unit 3 as recorded in Volume 9512, Pages 65-74 of the said Deed and Plat Records, said point being a point of curvature:

THENCE: Along and with the said west right-of-way line of Rogers Road as follows:

Northwesterly, along the arc of a curve to the left, said curve having a radial bearing of S  $61^{\circ}29'03''$  W, a radius of 700.00 feet, a central angle of  $09^{\circ}36'57''$ , a chord bearing and distance of N  $33^{\circ}19'25''$  W, 117.34 feet, and an arc length of 117.48 feet to a point of reverse curvature:

Northwesterly, along the arc of a curve to the right, said curve having a radius of 893.00 feet, a central angle of  $44^{\circ}14'37''$ , a chord bearing and distance of N  $16^{\circ}00'35''$  W, 672.57 feet, and an arc length of 669.57 feet to a point of reverse curvature; and

Northeasterly, along the arc of a curve to the left, said curve having a radius of 700.00 feet, a central angle of  $01^{\circ}34'37''$ , a chord bearing and distance of N  $05^{\circ}19'25''$  E, 19.27 feet, and an arc length of 19.27 feet to the POINT OF BEGINNING of the herein described easement;

THENCE: S  $81^{\circ}04'32''$  W, a distance of 221.57 feet departing from the said west right-of-way line of Rogers Road to an angle point;

THENCE: S  $11^{\circ}40'47''$  W, a distance of 10.32 feet to an angle point in the west line of the said Lot 1, Block 4;

THENCE: N  $00^{\circ}13'45''$  W, a distance of 38.09 feet along and with the said west line of Lot 1 to an angle point;

**PAPE-DAWSON ENGINEERS, INC.**

555 East Kentucky | San Antonio, Texas 78216 | Phone: 210.375.0000 | Fax: 210.375.9010 | info@pape-dawson.com



EXHIBIT "A"

Job No. 5221-00  
0.1751 Acre  
Page 2 of 2

THENCE: N 81°04'32" E, a distance of 225.54 feet departing from the west line of Lot 1 to a point of curvature of a non-tangent curve on the aforementioned west right-of-way line of Rogers Road;

THENCE: Southwesterly, along the arc of a curve to the right, along the said west right-of-way line of Rogers Road, said curve having a radial bearing of N 87°48'38" W, a radius of 700.00 feet, a central angle of 02°20'44", a chord bearing and distance of S 03°21'44" W, 28.66 feet, and an arc length of 28.66 feet to the POINT OF BEGINNING and containing 0.1447 of an acre of land in the City of San Antonio, Bexar County, Texas.

PART 2

Being a 0.0304 acre (1,326 square feet more or less) tract of land;

COMMENCING: At a point on the aforementioned west line of Lot 1, Block 4 said point being the southwest corner of Part 1 of this instrument;

THENCE: Along and with the said west line of Lot 1 as follows:

S 11°40'47" W, a distance of 164.40 feet to an angle point; and

S 12°06'36" W, a distance of 37.04 feet to the POINT OF BEGINNING of the herein described easement;

THENCE: N 58°58'12" E, a distance of 47.36 feet departing from the said west line of Lot 1 to an angle point;

THENCE: S 12°06'53" E, a distance of 29.60 feet to an angle point;

THENCE: S 58°58'12" W, a distance of 47.36 feet to an angle point in the aforementioned west line of Lot 1;

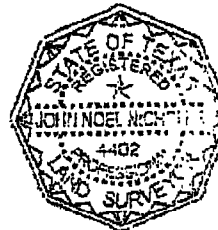
THENCE: N 12°06'36" W, a distance of 29.60 feet along and with the said west line of Lot 1 to the POINT OF BEGINNING and containing 0.0304 of an acre of land in the City of San Antonio, Bexar County, Texas. These easements are described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

SUMMARY

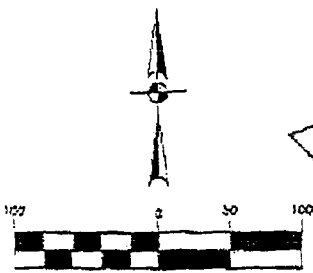
Part 1 0.1447 Acre  
Part 2 0.0304 Acre  
Total 0.1751 Acre

*[Handwritten Signature]*  
7-27-2004

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: July 27, 2004  
JOB No.: 5221.00  
DOC ID.: P:\5221\DW\WORD\PN040227A3.DOC



# EXHIBIT "B"



( IN FEET )  
1 inch = 100 ft.

RECORD & RETURN  
SURVEY NO. 204,  
APRIL 23, 1951  
M.C. 7745

16' SAN. SEWER ESM'T.  
(VOL. 9521, PG. 25, D&P)

P.O.B.  
(PART 2)

UNPLATTED  
403.588 ACRES  
(VOL. 5191, PGS. 963-1006, D.P.R.)

PART 1  
28' ELECTRIC EASEMENT  
0.1447 ACRE  
(6,303 SQ. FT.)

RADIAL BEARING  
N87°48'38"W

N81°04'32"E 225.54'  
S81°04'32"W 221.57'

S11°40'47"W  
184.40'

LOT 1  
BLOCK 4  
N.C.B. 17873  
FIRE STATION No. 45 SUBDIVISION  
(VOL. 9851, PG. 126, D&P)

S12°06'36"W  
37.04'

PART 2  
28' ELECTRIC EASEMENT  
0.0304 ACRE  
(1,326 SQ. FT.)

(1,326 SQ. FT.)

ROGERS ROAD  
WESTOVER HILLS, UNIT-20  
(VOL. 9556, PGS. 185-187, D&P)

UNPLATTED  
403.588 ACRES  
(VOL. 5191, PGS. 963-1006, D.P.R.)

28' ELECTRIC ESM'T.  
(VOL. 9535, PG. 185, D&P)

LOT 1  
BLOCK 8  
N.C.B. 17842  
BARN SUBDIVISION  
(VOL. 9535, PG. 185, D&P)

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.32'	S11°40'47"W
L2	38.09'	N00°13'45"W
L3	47.36'	N88°58'12"E
L4	29.60'	S12°06'53"E
L5	47.36'	S58°58'12"W
L6	29.60'	N12°06'36"W

CURVE DATA						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD DISTANCE	CHORD BEARING
C1	117.48'	700.00'	58.58'	09°38'57"	117.34'	N53°19'25"W
C2	649.57'	593.00'	363.01'	44°14'57"	672.57'	N16°00'35"W
C3	19.27'	700.00'	9.63'	01°54'37"	19.27'	N08°19'25"E
C4	28.66'	700.00'	14.33'	02°20'44"	28.66'	S03°21'44"W

## LEGEND

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- D.P.R. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D&P = DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- ESM'T. = EASEMENT
- N.C.B. = NEW CITY BLOCK
- N.C.B. = NEW CITY BLOCK
- FND 1/2" I.R. = FOUND 1/2" IRON ROD

## SUMMARY

PART 1 = 0.1447 ACRE  
PART 2 = 0.0304 ACRE  
TOTAL = 0.1751 ACRE

## NOTE:

THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

**PAPE-DAWSON**  
CIVIL & ENVIRONMENTAL ENGINEERS

255 EAST RAINBOW, SAN ANTONIO, TEXAS 78204  
TEL (210) 335-2000  
FAX (210) 335-2010

Date: Jul 27, 2004, 4:42pm User: J. papadawson  
File: P:\13121\10016\map16\DWG\BTS\16040427A1.dwg

## EXHIBIT

## OF 28' ELECTRIC EASEMENT

A 0.1751 ACRE (7,629 SQUARE FEET, MORE OR LESS) TRACT OF LAND, BEING A 28-FOOT WIDE ELECTRIC EASEMENT, SITUATED WITHIN LOT 1, BLOCK 4, NEW CITY BLOCK 17873, FIRE STATION NUMBER 45 SUBDIVISION AS RECORDED IN VOLUME 9551, PAGE 126 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

DATE: JULY 27, 2004

JOB NO.: 5221-00