

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 2.112 ACRES OF LAND, LEGALLY DESCRIBED AS BEING ALL OF LOTS 1-16 AND 21-32, AND THE VACATED ALLEY WITHIN BLOCK 72, COTTON ADDITION, EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and drainage utility systems (collectively the "*System*"); and,

WHEREAS, at its regular meeting on January 12, 2022, the Public Service Board determined approximately 2.112 acres of land legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas (the "*Property*"), to be inexpedient to the System and that the Property should be sold in accordance with state law; and,

WHEREAS, on August 14, 2024, the Public Service Board approved the sale of land that has been declared inexpedient to the System in accordance with Texas Local Government Code §272.001(g); and,

WHEREAS, on August 14, 2024, the Public Service Board approved and authorized the sale of the Property to the Rescue Mission of El Paso, Inc., for the sales price of \$1,475,000.00 and requested the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 2.112 acres of land legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas.

(Signatures begin on following page)

ORDINANCE NUMBER _____

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

Effective Date: _____, 2025

Grantor: **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **RESCUE MISSION OF EL PASO, INC.**, A Texas nonprofit organization
209 N. Lee St.
El Paso, Texas 79901

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 2.112 acres, being legally described by metes and bounds on **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. Notwithstanding the foregoing, the Grantor shall not have the right to drill for any of the groundwater from the surface estate hereby conveyed.

Exceptions to Conveyance and Warranty:

1. Utility easements and prescriptive rights visible and apparent on the ground.
2. Easement to El Paso Electric Company, recorded in Volume 223, Page 1204, Real Property Records of El Paso County, Texas.
3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

4. Subject to any additional tax or taxes imposed, or which may be imposed, or the rollback of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Dionne Mack, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*") is entered into by and between THE EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "*Seller*" or "*EPWater*") and RESCUE MISSION OF EL PASO INC., a Texas nonprofit corporation (the "*Buyer*"). The Seller and the Buyer may be referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Seller owns the property described below: and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition: and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement: and

WHEREAS, the property is being sold pursuant to the following exception(s) to the bidding requirements outlined in Section 272.001(g) of the Texas Local Government Code: for the development of low-income or moderate-income housing.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 2.112 acre parcel, more or less, being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas, being legally described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "*Property*").

1.1 Seller's Reservations. The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "*Seller's Reservations*") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property.

including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 **Surface Water and Groundwater.** Seller reserves the surface water and groundwater rights as documented on the proposed Special Warranty Deed attached hereto as Exhibit C.

1.5 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation **public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services** necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be One-Million Four-Hundred Seventy-Five Thousand US Dollars and Zero Cents (\$1,475,000.00) (the "**Purchase Price**").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money.** Seller shall pay Buyer in the amount of Ten Thousand US Dollars and Zero Cents (\$10,000.00) (the "**Earnest Money**") with Ron Rush of Stewart Title Company (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of thirty (30) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and

other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 Termination During Inspection Period. Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. Survey. If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. Title Binder. Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Stewart Title Company (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 Buyer's Approval of Title. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. Representations of the Seller. The Seller hereby represents, to the extent allowed by law, to the

Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or

joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** The Buyer shall be solely responsible for the payment of all costs required to consummate the Closing, including without limitation:

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and
- (d) Any and all real estate appraisal cost and surveys fees.

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and

proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 Possession. Possession of the Property will be transferred to the Buyer at Closing.

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other

representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 Default by the Seller. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 Costs of Enforcement. Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 Return of Property Information. If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 Liability of Parties. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities - Public Service Board
John E. Balliew, PE, President/CEO

1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, Texas 79925
LandManagement@epwater.org

BUYER: Rescue Mission of El Paso, Inc.
Blake W. Barrow, CEO
209 N. Lee St.
El Paso, Texas 79901
b.barrow@rmelp.org

Copy to: _____

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3; Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS

THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 **The Buyer's use of the Property.** The Buyer covenants to own and use the

Property for the following purpose: Buyer will provide temporary shelter, interim, transitional or permanent housing, food, and other related services to homeless persons and families (including, but not limited to, the operation of any related businesses regularly carried substantially related to furthering the charitable tax-exempt purpose of the Rescue Mission through its education, job training, and other charitable activities) in order to alleviate and eliminate the cause of homelessness for the benefit of the homeless residents and all citizens within the City of El Paso; and agrees to promptly execute and deliver to the Seller upon request of the same any documents, agreements, including, without limitation, restrictive covenants, or similar writings that may be necessary to memorialize or evidence the Buyer's compliance. In addition, the Buyer agrees to comply with all city, state, and federal laws and/or ordinances that may be applicable to the Property.

10.10 **Effective Date.** As used herein, "*Effective Date*" means the date this Agreement is received by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES –
PUBLIC SERVICE BOARD, a component
unit
of THE CITY OF EL PASO, a Texas municipal
corporation

By: [Signature]
John E. Balliew
President/CEO
Executed on: 1/6/2025

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Sr. Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alex Vidales
Utility Land & Water Rights Manager

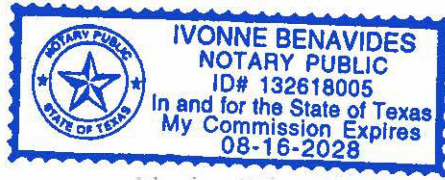
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 6th day of January, 2025 by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.

[Signature]
Notary Public, State of Texas

My Commission Expires:
8/16/2028



[Signatures Continue on the Following Page]

BUYER:

RESCUE MISSION OF EL PASO, INC.
a Texas nonprofit organization

By: Blake W. Barrow
Blake W. Barrow
CEO
Executed on: Dec 30, 2024

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ New Mexico §
LINCOLN §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on the 30th day of December 2024 by Blake W. Barrow, CEO of The Rescue Mission of El Paso, Inc.

Debra J. Hernandez
Notary Public, State of ~~Texas~~ New Mexico

My Commission Expires:
04-17-2025


STATE OF NEW MEXICO
NOTARY PUBLIC
DEBRA J. HERNANDEZ
Commission # 1093296
My Comm. Exp. April 17, 2025

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ___ day of _____, 20___, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation.

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 6th day of January, 2025. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
Stewart Title Company

By: Angie A. Ybarra
Name: Angie A. Ybarra
Its: Escrow Assistant

EXHIBIT A

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra 

EXHIBIT B
Seller's Reservations

Reservations: Seller will reserve ground & surface water rights

EXHIBIT C
The Deed

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

Effective Date: _____, 2024

Grantor: EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: RESCUE MISSION OF EL PASO, INC., A Texas nonprofit organization
209 N. Lee St.
El Paso, Texas 79901

Consideration: TEN AND NO 100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 2.112 acres, being legally described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. Notwithstanding the foregoing, the Grantor shall not have the right to drill for any of the groundwater from the surface estate hereby conveyed.

Exceptions to Conveyance and Warranty:

1. Utility easements and prescriptive rights visible and apparent on the ground.
2. Easement to El Paso Electric Company, recorded in Volume 223, Page 1204, Real Property Records of El Paso County, Texas.
3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

4. Subject to any additional tax or taxes imposed, or which may be imposed, or the rollback of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024, by
Dionne Mack, City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Prepared For: El Paso Water
Date: 4-11-22
Cotton Addition
El Paso County, Texas
W.O. # 032222-9

METES AND BOUNDS DESCRIPTION

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Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra





COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Maria Parra

Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901



F. H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1564282	Effective Date: January 23, 2022 at 9:00AM
CLOSER: Ron Rush	Issued: February 7, 2022 5:51PM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: El Paso Water Utilites
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

THE CITY OF EL PASO, TEXAS

4. Legal description of land:

See Exhibit "A" Attached Hereto

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1564282

Lots 1 through 16 and Lots 21 through 32, Block 72, COTTON ADDITION, an Addition to the City of El Paso, El Paso County, Texas.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2022 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Utility easements and prescriptive rights visible and apparent on the ground.
- c) Easement to El Paso Electric Company, recorded in [Volume 223, Page 1204](#), Real Property Records of El Paso County, Texas.
- d) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- e) Subject to any additional tax or taxes imposed, or which may be imposed, or the roll back of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. NOTE: We find no evidence that the alley in Block 72 was closed by any City Ordinance even though the tax rolls indicate that the alley is closed.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. **THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.**

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 1564282

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2018:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President-Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James L. Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel-Southwestern, Senior Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris, Chairman, Chief Executive Officer and President, David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer, John L. Killea, General Counsel, Denise Carraux, Secretary & Assistant Treasurer, and Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$0.00
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	(or %)	To Whom	For Service
\$	(or %)		
\$	(or %)		
\$	(or %)		

“The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

MINUTES
PUBLIC SERVICE BOARD
CITY OF EL PASO
August 14, 2024

The regular meeting of the Public Service Board was held in person, Wednesday, August 14, 2024

PSB MEMBERS PRESENT

Bryan Morris, Chair
Charlie Intebi, Vice-Chair
Stefanie Block Uribarri, Secretary-Treasurer
Dr. Anna Gitter, Member
Lisa Saenz, Member
Mayor Oscar Leeser

PSB MEMBERS ABSENT

Dr. Hector Ocaranza

PSB EMPLOYEES PRESENT

John E. Balliew, P.E., President and Chief Executive Officer
Daniel Ortiz, Deputy General Counsel

EPWATER EMPLOYEES PRESENT

Ana Sanchez, Vice President
Art Duran, Chief Financial Officer
Claudia Duran, Chief of Staff
Edith Lara, Executive Assistant to the President/CEO
Luz Holguin, Assistant Chief Financial Officer
Alberto Gomez, Support Services I
Sol Cortez, Deputy General Counsel
Ruben Rodriguez, Chief Water Quality Compliance Officer
Eric Lugo, Computer Programmer
Lisa Rosendorf, Chief Communications & Government Affairs Officer
Rose Guevara, Purchasing and Contracts Manager
Geoffrey Espineli, Engineer Division Manager
Melinda Becker, Assistant General Counsel
Adriana Castillo, Engineer Division Manager
Elmer Beeler, Chief Support & Logistics Officer
Richard Wilcox, Water Supply Manager
Gustavo Hurtado, Fiscal Operations Manager

GUESTS

Juan Lopez, PCL Construction
Shane Piersall, PCL Construction

MEDIA

None

The Public Service Board meeting was called to order by Bryan Morris at 8:02 a.m. A quorum of its members was present. After a moment of silence, those in attendance joined Mrs. Sol Cortez in reciting the Pledge of Allegiance.

REGULAR AGENDA

1. **ADMINISTER OATH TO NEW BOARD MEMBER.**

On a motion made by Ms. Saenz, seconded by Mayor Leeser, the Board approved the request to postpone this item by one month.

2. **APPOINTMENT OF BOARD MEMBERS TO THE FOLLOWING COMMITTEES:**
(1) ARCHITECT/ENGINEER SELECTION ADVISORY COMMITTEE: BRYAN MORRIS, CHARLIE INTEBI
(2) COMMUNICATIONS COMMITTEE: STEFANIE BLOCK URIBARRI, ANNA GITTER, NEW BOARD MEMBER
(3) AUDIT, FINANCE, AND INVESTMENT COMMITTEE: STEFANIE BLOCK URIBARRI, LISA SAENZ, ANNA GITTER
(4) DEVELOPMENT COMMITTEE: BRYAN MORRIS, CHARLIE INTEBI, NEW BOARD MEMBER

On a motion made by Bryan Morris, seconded by Mayor Leeser, with the change to add Ms. Lisa Saenz to the Development Committee in place of Dr. Hector Ocaranza, and unanimously carried, the Board approved the appointment of board members to the following committees:

- (1) Architect/Engineer Selection Advisory Committee: Bryan Morris, Charlie Intebi
(2) Communications Committee: Stefanie Block Uribarri, Anna Gitter, Hector Ocaranza
(3) Audit, Finance, and Investment Committee: Stefanie Block Uribarri, Lisa Saenz, Anna Gitter
(4) Development Committee: Bryan Morris, Charlie Intebi, Lisa Saenz

3. **ELECTION OF THE PUBLIC SERVICE BOARD CHAIR, VICE-CHAIR AND SECRETARY-TREASURER OFFICERS.**

On a motion made by Mayor Leeser, seconded by Lisa Saenz, and unanimously carried, the Board elected Mr. Morris as Public Service Board Chair.

On a motion made by Bryan Morris, seconded by Lisa Saenz, and unanimously carried, the Board elected Mr. Intebi as Public Service Board Vice-Chair.

On a motion made by Mayor Leeser, seconded by Lisa Saenz, and unanimously carried, the Board elected Ms. Block Uribarri as Secretary-Treasurer.

CONSENT AGENDA

On a motion made by Mrs. Saenz and seconded by Mayor Leeser, item 12 was pulled from the Consent Agenda and placed into the Regular Agenda.

On a single motion made by Mayor Leeser, seconded by Mr. Intebi, and unanimously carried, the Board took action on the following consent agenda items:

4. **CONSIDERED AND APPROVED THE MINUTES OF THE REGULARLY SCHEDULED MEETING HELD ON JULY 10, 2024.**
5. **CONSIDERED AND APPROVED A LEASE CONTRACT FOR 100 GOLF CARTS FOR PAINTED DUNES GOLF COURSE FROM E-Z-GO DIVISION OF TEXTRON INC., FINANCED THROUGH PNC EQUIPMENT FINANCE, THROUGH OMNIA PARTNERS PURCHASING COOPERATIVE CONTRACT NO. R210201 IN THE ESTIMATED ANNUAL AMOUNT OF \$143,700 FOR A TERM OF UP TO FIVE YEARS.**
6. **CONSIDERED AND APPROVED A SOLE SOURCE AGREEMENT WITH CLINISYS, INC. FOR THE SOFTWARE LICENSE, SUPPORT, MAINTENANCE AND MANAGED SERVICES RELATED TO THE CLINISYS LABORATORY INFORMATION MANAGEMENT SYSTEM, PURSUANT TO SECTION 252.022(A)(7)(A) OF THE TEXAS LOCAL GOVERNMENT CODE, FOR A TERM OF ONE YEAR WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS, CONTINGENT UPON THE VENDOR**

PROVIDING ANNUAL DOCUMENTATION ATTESTING TO THEIR SOLE SOURCE STATUS, FOR A COST OF \$96,707 FOR THE FIRST YEAR, \$101,542 FOR OPTION-YEAR ONE, AND \$106,618 FOR OPTION-YEAR TWO; AND AUTHORIZED AN ADDITIONAL ANNUAL AMOUNT OF \$25,000 FOR THE PURCHASE OF ADDITIONAL CLINISYS SOFTWARE LICENSES AND SERVICES ON AN AS-NEEDED BASIS.

7. CONSIDERED AND APPROVED A SOLE SOURCE CONTRACT WITH ROMCO EQUIPMENT CO., LLC PURSUANT TO SECTION 252.022(A)(7)(A) AND (D) OF THE TEXAS LOCAL GOVERNMENT CODE, FOR GENUINE VOLVO, DOOSAN, AND BOBCAT PARTS AND SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$500,000 FOR A TERM OF FIVE YEARS, FOR A TOTAL ESTIMATED CUMULATIVE AMOUNT OF \$2,500,000 CONTINGENT UPON THE VENDOR PROVIDING ANNUAL DOCUMENTATION ATTESTING TO THEIR SOLE SOURCE STATUS.
8. CONSIDERED AND APPROVED AMENDMENT NUMBER 1 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT AWARDED TO MICHAEL BAKER INTERNATIONAL, INC., FOR THE FORT BLISS RESILIENCY STUDY FOR WATER, WASTEWATER AND STORMWATER INFRASTRUCTURE – RFS 114-22 PROJECT TO INCREASE THE CONTRACT AMOUNT BY AN ADDITIONAL \$250,000.
9. CONSIDERED AND APPROVED A CHANGE ORDER FOR BID NO. 32-22 SECURITY GUARD SERVICES WITH UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$388,000 FOR OPTION YEAR ONE, FOR A TOTAL CUMULATIVE AMOUNT OF \$1,942,781.02 AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE A CHANGE ORDER FOR OPTION YEAR TWO OF THE CONTRACT IN THE AMOUNT OF \$388,000 FOR A TOTAL CUMULATIVE AMOUNT OF \$1,942,781.02, IF THE SECOND OPTION YEAR IS EXERCISED.
10. CONSIDERED AND APPROVED A CHANGE ORDER FOR BID NO. 80-22 LIQUID FERRIC CHLORIDE WITH KEMIRA WATER SOLUTIONS INC., FOR THE PURCHASE OF LIQUID FERRIC CHLORIDE IN THE AMOUNT OF \$366,000 FOR THE CURRENT OPTION YEAR FOR A TOTAL CUMULATIVE AMOUNT OF \$1,831,230, AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE A CHANGE ORDER FOR OPTION YEAR TWO OF THE CONTRACT IN THE AMOUNT OF \$366,000 FOR A TOTAL CUMULATIVE AMOUNT OF \$1,831,230, IF THE SECOND OPTION YEAR IS EXERCISED.
11. CONSIDERED AND APPROVED CHANGE ORDER NUMBER 2 (FINAL) FOR BID NO. 06-23, PECOS PLANNED WATER AND SEWER LINE REPLACEMENT TO TAO INDUSTRIES, INC. DBA HAWK CONSTRUCTION IN THE AMOUNT OF \$112,688.30.

REGULAR AGENDA

12. CONSIDERED AND APPROVED CHANGE ORDER NUMBER 3 FOR BID NO. 30-22, NORTHEAST AQUIFER STORAGE AND RECOVERY (ASR) ENHANCED ARROYO PHASE I WITH ZTEX CONSTRUCTION, INC. IN THE AMOUNT OF \$207,600 AND INCREASE TO CONTRACT TIME BY 6 DAYS.

Ivan Hernandez, Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) In June 2022, the Public Service Board awarded the construction bid to ZTEX Construction, Inc. for the Northeast Aquifer Storage and Recovery (ASR) Enhanced Arroyo Phase I. The project was put on administrative hold while clearance was obtained after the environmental impact assessment was completed. This assessment was required by the U.S. Bureau of Reclamation through the grant awarded for this project. Work resumed on March 2023 and is now nearing completion. In January of 2022 EPWater submitted a request to El Paso Electric (EPE) to provide electrical service

to the new ASR project. During design of the project, it was discovered that an existing overhead electrical transmission main was in conflict with the proposed arroyo alignment and had to be relocated. At the same time EPWater and EPE began discussions and negotiations on the need to relocate the conflicting overhead electrical transmission main. An agreement with EPE was reached in May 2022 and a non-refundable payment considered as a Contribution in Aid of Construction requested by EPE to cover the costs associated with the necessary relocation was submitted by EPWater in June of 2022. The anticipated start date for the relocation by EPE was scheduled for December 2022, however due to holidays and EPE backlog the work was postponed. EPWater frequently followed up with EPE. Ultimately, the relocation of the utility power poles and overhead transmission lines were completed by EPE in July 2023. This delay impacted the contractor's rate of performance as there was a need to modify the excavation approach related to the location of the existing utility power poles. This change order is to cover costs associated with the additional labor and equipment necessary due to this delay. The contractor's first price increase request submitted was \$597,600, however through good faith negotiations contractor and EPWater have agreed to a negotiated amount of \$207,600 or 3.3% of the contract price and adds six days to the contract time. Change orders 1 and 2 have been approved administratively which results in a cumulative contract price increase of just over 5%.

On a motion made by Ms. Saenz, seconded by Mayor Leeser, and unanimously carried, the Board approved Change Order Number 3 for Bid No. 30-22, Northeast Aquifer Storage and Recovery (ASR) Enhanced Arroyo Phase I with ZTEX Construction, Inc. in the amount of \$207,600 and increase to contract time by 6 days.

13. **CEO MONTHLY UPDATE REGARDING UTILITY MANAGEMENT AND/OR OPERATIONS:**

- **TEXAS MONTHLY – AUGUST ISSUE**
- **METERS PROJECT CORRECTING WATER LOSS INACCURACIES**
- **DISTINGUISHING THE FOUNTAINS CONSTRUCTION FROM EPWATER'S HEADQUARTERS PROJECT**
- **GRANT - SOLAR PROJECT AT THE FRED HERVEY RECLAMATION PLANT**
- **GRANT IN FINAL REVIEW – MCCOMBS WELL COLLECTOR PIPELINE – SERVING MCGREGOR RANGE**

14. **MANAGEMENT REPORT:**

- **CONSTRUCTION UPDATE**
- **NEW ADMINISTRATION BUILDING UPDATE**
- **VIDEO FROM COMMUNICATIONS**

15. **PUBLIC COMMENT: THE PSB WILL PERMIT PUBLIC COMMENT ON SUBJECTS NOT ON THE AGENDA BUT MAY NOT DELIBERATE ON THESE ITEMS IF NOT POSTED FOR DISCUSSION. THE CHAIR MAY IMPOSE REASONABLE TIME LIMITS FOR EACH SPEAKER.**

No one signed up for public comment on subjects not on the agenda.

16. **CONSIDERED AND APPROVED A CONSTRUCTION MANAGER AT-RISK CONSTRUCTION CONTRACT WITH PCL/SUNDT, A JOINT VENTURE, FOR THE ROBERTO R. BUSTAMANTE WASTEWATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT AND ACCEPTED THE GUARANTEED MAXIMUM PRICE NUMBER 1 (GMP 1) IN THE AMOUNT OF \$13,983,463.**

Juan Lopez and Shayne Piersall, PCL Construction, signed up to speak.

Geoffrey Espineli, Utility Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Bustamante Plant was designed for a treatment flow capacity of 39 MGD in 1991. A study conducted in 2019 revealed that the organic treatment capacity of the plant has been reduced to 30MGD, due to increased strength of the wastewater. Further, the Texas Commission on Environmental Quality requires planning an expansion of the wastewater

treatment plant once 75% of the plant's flow capacity is exceeded for three consecutive months. In addition to the lower treatment capacity, the Bustamante Plant is also at 75% of the permitted flow capacity due to growth in east El Paso, requiring EPWater to expand the plant to an increased capacity of 51 MGD. In July 2022, the Public Service Board approved the CMAR preconstruction agreement with PCL/Sundt, a joint venture. There are 2 phases for this project. Phase 1 is the construction of the new 12MGD treatment train and the project estimate is \$585 million. Phase 2 is the rehabilitation of the existing 39MGD plant to restore 9MGD of treatment capacity to the plant and currently estimated at \$200 million. At the completion of the project the Bustamante WWTP will have gained 21MGD of treatment capacity. PCL/Sundt proposed to deliver the Phase 1 CMAR project in 4 GMPs. GMP 1 will be for early work package that includes mobilization, foundation work and early procurement of equipment. Phase 2 of the project is currently planned to be delivered in 2 GMPs.

On a motion made by Ms. Saenz, seconded by Mr. Intebi, and unanimously carried, the Board approved a Construction Manager At-Risk construction contract with PCL/Sundt, a joint venture, for the Roberto R. Bustamante Wastewater Treatment Plant Expansion and Improvements project and accept the Guaranteed Maximum Price Number 1 (GMP 1) in the amount of 13,983,463.

17. **CONSIDERED AND AWARDED BID NO. 37-24, PLANNED WATER LINE REPLACEMENT PROGRAM PH. XII-B, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, TAO INDUSTRIES INC. DBA HAWK CONSTRUCTION IN THE AMOUNT OF \$7,110,554.30.**

Ivan Hernandez, Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) The Planned Water Line Replacement Program is a multiple-phased program of replacing deteriorated water distribution cast-iron, galvanized, and other aging pipelines throughout the city since 1998. Phase XII-B of the program is located throughout central El Paso and the scope of work consists of replacing approximately 3.3 miles of existing pipeline. The scope of work will also include the replacement of approximately 300 water service connections along nine different streets & alleys, pavement restoration, and all other ancillary work necessary to complete the project.

On a motion made by Mr. Intebi, seconded by Ms. Saenz, and unanimously carried, the Board awarded Bid No. 37-24, Planned Water Line Replacement Program Ph. XII – B, to the lowest responsive, responsible bidder, Tao Industries Inc. dba Hawk Construction., in the amount of \$7,110,554.30.

18. **CONSIDERED AND AWARDED BID NO. 58-24, LIQUEFIED CHLORINE GAS TO PVS DX, INC., THE SOLE RESPONSIVE, RESPONSIBLE BIDDER, IN THE ESTIMATED ANNUAL AMOUNT OF \$4,329,875 FOR A TERM OF ONE YEAR WITH THE OPTION FOR FOUR ONE-YEAR EXTENSIONS AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE AN ANNUAL PRICE ESCALATION OF UP TO 2% OF THE ORIGINAL UNIT PRICES FOR EACH OF THE OPTION YEARS.**

Richard Wilcox, Water Supply Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Liquefied chlorine gas is used to disinfect treated water. This chemical is used by the treatment plants as well as at numerous well sites. The previous bid was awarded in May 2022 in the estimated annual amount of \$1,977,900. Through the term of the previous bid, the unit price increased by 23%. Due to this increase staff decided to rebid this contract. This bid includes increased quantities and an allowance line item for unforeseen demand of this chemical. The new bid price is 3% higher than the current contract price.

On a motion made by Mayor Leeser, seconded by Ms. Gitter, and unanimously carried, the Board awarded Bid No. 58-24, Liquefied Chlorine Gas to PVS DX, Inc., the sole responsive, responsible bidder, in the estimated annual amount of \$4,329,875 for a term of one-year with the option for four one-year extensions and authorize the President/CEO or designee to approve an annual price escalation of up to 2% of the original unit prices for each of the option years.

19. **CONSIDERED AND RATIFIED AN EMERGENCY CONTRACT WITH MATHESON TRI-GAS, INC. FOR THE PURCHASE OF LIQUID OXYGEN IN THE AMOUNT OF \$380,877.31 PURSUANT TO SECTION 252.022(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE, AN EXEMPTION TO THE COMPETITIVE BIDDING STATUTE FOR PROCUREMENTS NECESSARY TO PRESERVE OR**

PROTECT THE PUBLIC HEALTH AND SAFETY OF EPWATER CUSTOMERS.

Richard Wilcox, Water Supply Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Liquid oxygen is used to produce ozone to disinfect the treated water which is needed to protect the public health and safety of EPWater customers and for odor control. In April 2022, the Public Service Board (PSB) awarded Bid No. 34-22 for Liquid Oxygen to Matheson Tri-Gas, Inc. In the first option year ending in May 2024, there was an increase in the quantities of liquid oxygen used in operations and an increase in the per unit price which resulted in a need for a separate emergency contract to continue the purchase of liquid oxygen. The increase in quantities was due to the extended irrigation season in 2024 and the unit price increase is due to market conditions. Staff is in the process of rebidding this contract.

On a motion made by Mayor Leeser, seconded by Ms. Block Uribarri, and unanimously carried, the Board ratified an emergency contract with Matheson Tri-Gas, Inc. for the purchase of liquid oxygen in the amount of \$380,877.31 pursuant to Section 252.022(a)(2) of the Texas Local Government Code, an exemption to the competitive bidding statute for procurements necessary to preserve or protect the public health and safety of EPWater customers.

20. **CONSIDERED AND ACCEPTED THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING FEBRUARY 29, 2024.**

Gustavo Hurtado, Fiscal Operations Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) City of El Paso Bond Ordinance 752, as amended, requires that an annual audit of El Paso Water Utilities be performed by independent certified public accountants. The ACFR includes the Water and Wastewater Utility and the Municipal Drainage Utility.

On a motion made by Ms. Saenz, seconded by Ms. Block Uribarri, and unanimously carried, the Board accepted the El Paso Water Utilities Public Service Board Annual Comprehensive Financial Report for the Fiscal Year ending February 29, 2024.

EXECUTIVE SESSION

On a motion made by Mr. Morris, seconded by Ms. Saenz and unanimously carried, the Board retired into Executive Session 9:32 a.m., August 14, 2024, pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 through 551.089 to discuss the following:

Section 551.071 Consultation with Attorney
Section 551.072 Deliberation Regarding Real Property
Section 551.073 Deliberation Regarding Prospective Gift
Section 551.074 Personnel Matters
Section 551.076 Deliberations Regarding Security Devices or Security Audits
Section 551.087 Deliberation Regarding Economic Development Negotiations
Section 551.089 Deliberation Regarding Security Devices or Security Audits

Discussion and action on the following:

- a) **THE BOARD WILL DELIBERATE ON THE VALUE OF THE REAL PROPERTIES LEGALLY DESCRIBED AS ALL OF LOTS 1-8, BLOCK 73, COTTON ADDITION, AND ALL OF LOTS 1-16 AND 22-32, AND THE VACATED ALLEY WITHIN BLOCK 72, COTTON ADDITION, EL PASO, EL PASO COUNTY, TEXAS, AND CONSISTING OF APPROXIMATELY 2.6 ACRES; AND WHETHER THE SAME CAN BE SOLD TO RESCUE MISSION OF EL PASO, INC., A TEXAS NONPROFIT ORGANIZATION. (551.071) (551.072)**

On a motion made by Ms. Block Uribarri and seconded by Mayor Leeser, and unanimously carried, the Board moved that the President and CEO be authorized to forward a recommendation to City Council to sell the property identified as 210 N. Lee St. to the Rescue Mission of El Paso Inc. in the amount of \$1,475,000 and to

sign any and all documents necessary, and that any portions of the property reserved or excepted from the sale shall remain a part of the El Paso Water System.

On a motion made by Ms. Saenz, seconded by Mayor Leaser and unanimously carried, the Board reconvened in open session at 09:52 a.m., August 14, 2024.


Adjournment.

On a motion made by Ms. Saenz, seconded by Mr. Leaser and unanimously carried, the meeting adjourned at 9:52 a.m., August 14, 2024.

ATTEST:



Bryan Morris, Chair



Stefani Block Uribarri, Secretary-Treasurer