

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

**DEPARTMENT:** ZOO  
**AGENDA DATE:** February 24, 2015  
**CONTACT PERSON/PHONE:** STEVE MARSHALL, ZOO DIRECTOR, 521-1850  
**DISTRICT (S) AFFECTED:** ALL

**SUBJECT:**

That City Council authorizes the City Manager to accept the donation from the El Paso Zoological Society (EPZS) for the purpose of an employee restroom in the service portion of Area 5 (Africa); this includes design, fabrication, site preparation and installation for the El Paso Zoo.

**BACKGROUND / DISCUSSION:**

The El Paso Zoological Society (EPZS) is donating to the City a completed employee restroom in the service portion of Area 5 (Africa) valued at \$58,000.00 to be constructed at the El Paso Zoo under the supervision and oversight of the Zoo Director.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

Yes, City Council has accepted donations from the El Paso Zoological Society for the Hunt Family Desert Spring (Splash Pad), El Paso Water Utilities Discovery Center, the El Paso Electric Kalahari Research Station, the Foster Tree House Playground, and the Giraffe Encounter Shade Structure.

**AMOUNT AND SOURCE OF FUNDING:**

Funding to be provided by the El Paso Zoological Society.

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

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

**DEPARTMENT HEAD:** Steve Marshall Steve Marshall 2/16/15  
Name Signature Date

CITY CLERK DEPT.  
2015 FEB 17 AM 9:38

## RESOLUTION

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

That the City of El Paso accepts, with gratitude, the donation from the El Paso Zoological Society ("Society"), of the following:

- Design, fabrication, site preparation, construction, and installation of an Employee Restroom and storage facility in the Service Portion of Area 5 (Africa) at the El Paso Zoo (the "Zoo"), valued at up to \$58,000.00, as further described in the agreement with the Society.

That City Council also authorizes the City Manager to sign the Agreement and any and all necessary documentation required for this donation that does not affect the approved budget of the City of El Paso.

That the City of El Paso recognizes the donation to the Society by Charles Wesley Skinner, Attorney at Law, and Andrea Skinner which enables this project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

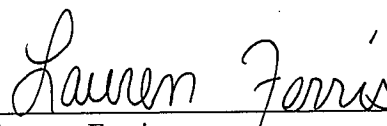
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Lauren Ferris  
Assistant City Attorney

THE STATE OF TEXAS  
COUNTY OF EL PASO

§  
§  
§

DONATION AND  
LICENSE AGREEMENT

This Donation and License Agreement ("Agreement"), made this the \_\_\_\_ day of \_\_\_\_\_, 2015, (hereinafter the "Effective Date") between the CITY OF EL PASO, a Texas home rule municipal corporation, hereinafter referred to as "City", and the EL PASO ZOOLOGICAL SOCIETY, hereinafter referred to as "the Society" for the donation of the following: a completed employee-use restroom and storage facility in Area 5 at the El Paso Zoo (herein after "Site" or "Zoo").

**WHEREAS**, the City owns and operates the El Paso Zoo;

**WHEREAS**, the Society wishes to donate to the City a completed employee restroom and storage facility to the Zoo for use of the employees in Area 5 at the Zoo (hereinafter "Area 5 Restroom") valued at an amount not to exceed FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$58,000.00) to be constructed at the Zoo under the supervision and oversight of the City's Director of the El Paso Zoo (hereinafter "Director");

**WHEREAS**, the El Paso City Council finds that the donation of the Area 5 Restroom serves the municipal purpose of increasing efficiency and provides for the wellbeing of the employees of the Zoo, and enhances the mission of the Zoo of celebrating the value of animals and natural resources and to create opportunities for people to rediscover their connection to nature; and

**WHEREAS**, the El Paso City Council desires to accept this donation for the purpose stated in accordance with this agreement.

**NOW, THEREFORE**, for and in consideration of the following mutual covenants and agreements set forth herein, and other good and valuable consideration, the City and the Society enter into this Agreement for the donation of the Area 5 Restroom and the license to enter the Site as necessary for installation of the Area 5 Restroom.

**1.0 TERM.** This Agreement shall be from the effective date and shall continue through the completion of the Design, Fabrication, Construction and Installation, and Final Acceptance of the Area 5 Restroom by the City. The expected completion date is December 31, 2015.

**2.0 CONSIDERATION.** The parties agree that the opportunity to participate with the City as the Donor is full and adequate consideration for the donation of the Area 5 Restroom.

**3.0 AREA 5 RESTROOM STRUCTURE.**

3.1 The Society wishes to donate, and the City wishes to accept the donation of the Area 5 Restroom to be located at the El Paso Zoo. The Area 5 Restroom will contain the components listed on the proposal letter and plans attached hereto as Exhibit

"A" and incorporated as if fully set forth herein. The Society shall enter into a contract within sixty (60) days of the effective date of this Agreement for review that is reviewed and approved by the El Paso City Attorney's Office and the Director, with a company approved by the Director for the design, fabrication, site preparation, installation, and construction for the Area 5 Restroom (the "Construction Contract"). The company hired by the Society for this work shall hereinafter be referred to as its "Contractor." The Construction Contract shall conform to the requirements prescribed by this Agreement, and shall require prior approval by the Director for final design, location, site preparation, installation, and construction of the Area 5 Restroom, and shall require coordination with the City's designated representative from the City Engineering Department or the Zoo's Project Manager as the City Engineering Department's designee ("Engineering"). Any changes to the proposal must be coordinated with and approved by the Director.

### 3.2 Construction of Improvements.

3.2.1 The Society herein covenants and agrees to require its Contractor to complete the structure at the Zoo, to include design, all site preparation, fabrication installation, and construction of the Area 5 Restroom in accordance with the schedule attached hereto as Exhibit "B" (as may be revised by agreement between the City, Donor, and Contractor to accommodate project reviews and approvals required by the Director) and incorporated as if fully set forth herein, and shall coordinate all construction with the Zoo's Project Manager and/or the Engineering designee. The Society shall require its Contractor to obtain all necessary permits to construct the Area 5 Restroom. Within 30 days' notice of completion of construction and installation of the Area 5 Restroom, the Director and Engineering shall inspect the Area 5 Restroom and notify the Society whether the City accepts the Area 5 Restroom or of any deficiencies or required changes. If there are deficiencies or required changes, the Society shall require its Contractor work with the City to complete or correct such. Upon completion of any changes or corrections of deficiencies, the City shall notify the Society of its acceptance, and the Area 5 Restroom will become the property of the City. Donor shall require its Contractor provide the City with all warranties for the Area 5 Restroom, including specific warranties on manufactured items and installations as described herein, in addition to the Contractor's project warranty and applicable guarantees from all subcontractors and suppliers covering defects in workmanship or manufacture.

3.2.2 The Society further covenants and agrees that it will independently provide or require its Contractor to provide for an independent laboratory to conduct both soil and concrete testing for the new construction for the Area 5 Restroom provided for herein at no cost to the City. The Society shall ensure that the Area 5 Restroom construction includes all manufacturers' warranties, which shall be transferred to the City upon completion and acceptance, for fitness, materials, construction and use for the benefit of the City employees and visitors to the Zoo for use and safety, or at the time of contracting with Society's Contractor, Society shall include in its contract that all warranties are granted to Society and City. Donor represents that it will have title to all parts of the Area 5 Restroom free of all liens, encumbrances, and security interests at the time of donation.

3.2.3 The work done by the Society's Contractor in placing, constructing, site preparation and installing the Area 5 Restroom shall be subject to and governed by all laws, rules and regulations of the City of El Paso, State of Texas and the United States that are applicable to the construction of the Area 5 Restroom.

3.2.4 Where proposed, any excavation or trenching and other construction in the Zoo shall be so carried out as to interfere as little as possible with the use of the Zoo in accordance with any lawful and reasonable direction given by the City through the City Engineering Department or the Director.

3.2.5 The Society shall obtain payment and performance bonds for the site preparation, construction, and installation of the Area 5 Restroom from its Contractor. The amount of the bonds shall be in the amount of 100% of the total amount of the estimated improvements to the Zoo provided for herein as pertains to the Area 5 Restroom.

### 3.3 Use of the Area 5 Restroom.

The Area 5 Restroom is intended for the use of the employees of the El Paso Zoo, and any other users authorized by the Director or designee.

### 3.4 License

3.4.1 The Licensed area consists of the area of the Zoo identified in the Zoo map attached hereto as Exhibit "C" and incorporated is if fully set forth herein (hereinafter "Licensed Area").

3.4.2 Nothing herein shall grant any real property interest to the Society nor give rise to any vested right in the Society, its assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this Agreement in accordance with the terms herein.

### 3.5 Use of the Licensed Area

3.5.1 The Society or its Contractor's use of the Licensed Area is only for the uses specified in this Agreement. Any use of the Licensed Area not specified in this Agreement is not authorized by this Agreement.

3.5.2 This License allows the construction, site preparation, and installation required for the Area 5 Restroom on the Licensed Area, and for ingress and egress to the Licensed Area for the term of this Agreement.

3.6 The work done by the Society or its Contractor in placing, constructing, site preparation, and installation of the Area 5 Restroom on the Licensed Area shall be subject to and governed by all laws, rules and regulations of the City of El Paso, the State of Texas and the U.S. Government that are applicable to the construction of the Licensed Area.

#### **4.0 ADDITIONAL CITY RIGHTS**

4.1 The City expressly reserves the right to install, repair, or reconstruct the Area 5 Restroom.

4.2 If, prior to acceptance of the Area 5 Restroom, the City requires the Society to, alter, change, adapt, or relocate any items constructed in the Licensed Area due to imminent public safety concerns, the Society shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon the Society, it shall have the right to present alternative proposals for the City's consideration.

**5.0 INSURANCE.** The Society shall require any person or entity doing work on City property pursuant to this Agreement to provide the City with a certificate of insurance and shall maintain such insurance in effect during and work performed on City property. The City shall be named as an additional insured on all relevant insurance policies that are required by this Agreement. Failure to maintain insurance shall be a material breach of this Agreement and a basis for termination of this Agreement by the City. The Society's Contractor shall provide: Public Liability Insurance (comprehensive general liability) with a minimum One Million and No/100 Dollars (\$1,000,000.00) limit per occurrence for personal injury, death and property damage; Worker's Compensation Insurance that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project; and Builders Risk Insurance (fire and extended coverage) based on 100% of the completed value of the insurable portion of the Area 5 Restroom.

5.1 Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its elected and appointed officials, officers, agents or employees.

#### **6.0 INDEMNIFICATION**

**6.1 THE SOCIETY SHALL REQUIRE ITS CONTRACTOR TO INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF SOCIETY, ITS AGENTS, SUBCONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS AGREEMENT.**

**THE SOCIETY FURTHER EXPRESSLY AGREES TO INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS ARISING, IN WHOLE OR IN PART, FROM THE CONDUCT, ACTS OR OMISSIONS OF THE CITY AS THEY RELATE DIRECTLY OR INDIRECTLY TO THIS AGREEMENT.**

6.2 Without modifying the conditions of preserving, asserting or enforcing

any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Society every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein.

6.3 In addition the Society shall promptly advise the City in writing of any claim or demand against the City or the Society known to the Society related to or arising out of the Society's activities under this Agreement.

**7.0 TERMINATION.** This Agreement may be terminated as provided herein.

7.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

7.2 Termination by Either Party. It is further understood and agreed by the Society and the City that either party may terminate this Agreement, in whole or in part, upon **thirty (30) days** written notice if the other party fails to perform any of its material obligations hereunder and fails to completely cure the breach.

7.3 Termination by City. If the Society ceases to use or occupy the Licensed Area for the purposes herein contemplated for a time period of more than two (2) continuous months, or if the Society defaults in any of its obligations under this Agreement and fails to correct such default with **thirty (30) days** written notice, City may cancel this Agreement and take possession of the property. In such an event, all rights of the Society in the Licensed Area shall then terminate. Any waiver by the City of any breach of any Society obligations shall not be deemed a continuing waiver and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Society.

7.4 Time of Performance Termination – Force Majeure. Neither party to this Agreement will be liable for failure to comply with any term of this Agreement when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Agreement unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other party in writing.

7.5 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

7.6 Upon termination of this Agreement for any reason, ownership of all permanent improvements done by the Society on the Licensed Area shall belong to the City. City shall have no duty to compensate the Society for any improvements located in the Licensed Area, except that should the City request that the Society remove such improvements, then the Society must remove the improvements at no cost to the City.

## 8.0 GENERAL PROVISIONS

8.1 Assignments. Society is authorized to assign rights to the License addressed herein only to its Contractor and sub-contractors as approved by the Director.

8.2 Liens and Encumbrances. SOCIETY shall require that its Contractor not give nor permit any liens or encumbrances on the Licensed Area. Upon termination of this Agreement, SOCIETY shall peacefully surrender such Licensed Area, including facilities, and improvements, to the CITY free of all such liens or encumbrances. **SOCIETY shall defend and indemnify the CITY against any liability and loss of any type arising from any such lien or encumbrance on the Licensed Area, including facilities, and improvements, together with reasonable attorney's fees, costs and expenses incurred by the CITY in negotiating, settling, defending or otherwise protecting against such liens or encumbrances.**

8.3 Inspections. The City shall have the right to enter the Licensed Area, including the buildings, facilities or improvements at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this Agreement.

8.4 Signs. All signs on the Licensed Area, including building, facilities and improvements, shall comply with the El Paso Building Code, El Paso Zoning Code, and other relevant ordinances of the City.

8.5 Right to Assurance. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, said party may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given **within five (5) City business days**, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

8.6 Survival. Each party shall remain obligated to the other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions hereof.

8.7 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the City and Society. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

8.8 Complete Agreement. This Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. ~~This Agreement shall not be construed~~



against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso.

8.10 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

8.11 Venue. For the purpose of determining place of this Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.

8.12 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY: City of El Paso  
Attn: City Manager  
300 N. Campbell, 2<sup>nd</sup> Floor  
El Paso, Texas 79901

COPY TO: City of El Paso  
El Paso Zoo, Attn: Director  
4001 E. Paisano Dr.  
El Paso, Texas 79905-4223

SOCIETY: El Paso Zoological Society  
Attn: Executive Director  
P.O. Box 10179  
El Paso, Texas 79995-0179

COPY TO: El Paso Zoological Society  
Attn: Robert A. Skipworth  
310 N. Mesa St, Ste. 600  
El Paso, Texas 79901

8.13 Warranty of Capacity to Execute Agreement. The person signing this Agreement on behalf of Society warrants that he/she has the authority to do so and to bind Society to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement, and all attachments, in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

Executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF EL PASO

\_\_\_\_\_  
Tomás González, City Manager

SOCIETY:

\_\_\_\_\_  
By: Renee R. Newert  
Title: Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren K. Ferris  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Steve Marshall, Director  
El Paso Zoo

*(Acknowledgements on following page)*

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by Tomás González, as City Manager of the City of El Paso, Texas.

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

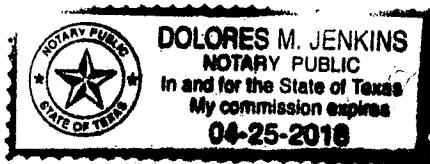
\_\_\_\_\_  
Notary's Printed or Typed Name

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

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 17<sup>th</sup> day of February,  
2015, by Renee L. Hewert, as Executive Director of the El Paso  
Zoological Society.



Dolores M. Jenkins  
Notary Public, State of Texas

Dolores M. Jenkins  
Notary's Printed or Typed Name

04/25/2018  
My Commission Expires



## Charles Wesley Skinner

*Attorney and Counselor at Law*

To: The El Paso Zoological Society  
4001 East Paisano Dr.  
El Paso, Texas 79905

From: Charles Wesley Skinner  
Attorney at Law  
521 Texas Avenue  
El Paso, TX 79901

Thursday September 18, 2014

**Re: Donation of employee bathroom structure Area 5; Scope of project, projected cost of project for city planning and approval purposes.**

Dear Renee Neuert,

Thank you for your kind communications and for all your help in my attempts to prepare this donation to benefit the El Paso Zoo and to assist the employees of Area 5 in their day-to-day tasks. It is my understanding that if this project goes forward, the Contractor will be building the project for the El Paso Zoological Society, which will then donate the project to the City of El Paso, Texas.

### GENERAL SCOPE

The scope of the project is as follows: I propose to design and construct a free-standing uni-sex bathroom with attached storage closet in the employee service area of the Africa exhibit of the El Paso Zoo. As I stated in our meeting dated Monday June 30, 2014 with Steve Marshall and Yvette Hernandez, my goal is for this project to have a final cost to the Society and to the El Paso Zoo of zero, except perhaps for very minor specific equipment desires of the Zoo, such as the air-hand drier which was discussed at the meeting and Zoo locking deadbolt mechanisms keyed to Zoo staff keys.

The General Contractor (hereafter "Contractor") performing the work will be Spartan Construction of Texas, Inc., which is the newly formed successor organization to Spartan Construction of New Mexico, LLC, which will be phased out of Texas operations once its current slate of projects are completed. Spartan Construction of New Mexico, LLC, has been awarded several prior City improvement contracts and is very familiar with the requirements of City projects.

Specifics of the project: One (1) free-standing, single occupancy, handicap accessible uni-sex toilet, consisting of a building 11 feet 4 inches by 9 feet 4 inches, with toilet, urinal, sink and janitor / utility floor sink, with storage closet accessible from the opposite side of the building.

The building is to be constructed on 4" reinforced concrete slab with compressive strength of 3,000 PSI minimum at 28 days curing over a compacted 95% stability substrate. See ASTM D 1557. Exposed concrete floors to be sealed. The building is to be constructed of Concrete blocks, with

521 Texas Ave, El Paso, Texas 79901  
Phone: (915) 996-1529, (517) 374-0411, Fax: (888) 544-1192

Charles@CharlesSkinnerLaw.Com

rebar reinforcement and reinforced cells to be filled with Concrete. Other cells to be filled with granular insulation for environmental purposes. Four screened 3 foot by 1 foot 4 inch window openings at 8' for ventilation. Roof to be metal, specifically Standing Seam Metal Panels which match the nearby Hoof Stock Barn. Doors to be Hollow Metal Door and Frame, 1.75" thick heavy duty model 2, with space for zoo-keyed deadbolt locking mechanisms to be provided by zoo.

Exterior building surface - two coats heavy duty textured paint, gray and white paint colors to match nearby Hoof Stock Barn.

Interior building surface - paint block filler with 2<sup>nd</sup> and 3<sup>rd</sup> coats epoxy modified vinyl latex for ease of cleaning. Interior color to be specified by the zoo, or in the absence of direction, slightly off-white.

Interior equipment – Toilet, Urinal, Sink, Janitor Floor Sink, associated plumbing hardware, soap dispenser, toilet paper dispenser and towel dispenser and light fixtures to be compatible with zoo's existing supplies, to be specified by the Zoo but provided as part of the complete donation. Installed area heater to be provided. 10 Gallon Electric Water Heater to be provided. Mirror with stainless steel angle frame, no shelf 20" x 36" unless otherwise specified by the zoo. All equipment to be installed by the contractor or his appropriate sub-contractors prior to building donation.

All utility tie-ins to be completed by the contractor or his sub-contractors unless specified by city that they must be done by city personnel or unless instructed by the El Paso Zoo that they must be performed by Zoo employees. All permits to be pulled and paid for as part of the donation by the contractor.

Building to be located 11 feet from Service Road between Hoof Stock Barn and Giraffe Barn near rear retaining wall from Upper Savannah. Front entrance to have 5 foot sloping sidewalk with 5 foot level landing at door for handicap accessible purposes. Walk to rear storage closet to have 5 foot level landing with longer walkway from side access.

Prior to construction, one tree to be moved by Zoo employees, as discussed during site visit on June 30, 2014 due to concern that building would damage roots too severely for tree to survive (tree closer to Hoof Stock Barn to be moved as discussed on August 21, 2014 site walk-through with contractor).

Current blueprints based on good practice in building, but without structural engineer stamp. If required by City of El Paso, Structural Engineer will be contacted and paid. Blueprint costs of \$4,500 to be included in donation (see below).

#### COSTS

The expected cost to the Society and City of El Paso are minimal, being only specialized equipment provided to the building which cannot be provided by me, such as the deadbolt locks keyed to zoo staff, and specialized equipment which is not foreseen.

#### VALUE OF DONATION

After consultation with the contractor, the expected value of the donation is approximately \$58,000. This includes the blueprints already provided, which have a cost of \$4,100, all permits, materials, wages, subcontractor costs and utility tie-ins.

#### TRANSFER OF OWNERSHIP

Upon approval by the city, building will commence as soon as possible, and the City will gain

an equitable ownership in the building under construction. Upon completion full, complete and total ownership will be vested in the El Paso Zoo, as a sub-division of the City of El Paso. At that time, the City, through the Zoo will take ownership of the building and will become responsible for upkeep and utility costs.

#### SPECIAL CONCERNS REGARDING CITY PROJECTS

The Contractor has extensive experience bidding and building city contracted projects, and understands that there are certain requirements of projects of this nature, including prevailing wage rates, certified payrolls and no smoking on the premises. Further, special consideration will be made, and a special meeting will be held with all site employees and subcontractors, regarding the special nature of the Zoo and that the site employees will stay in limited areas, both for the protection of the employees and for the protection of the animals. Any employee or subcontractor violating the rules put in place will be immediately dismissed from the job site. Given the contained nature of the job site, we do not foresee having to erect special barriers as there is no public access to the job site.

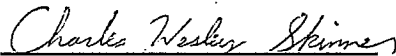
Specifically, all necessary performance and payment bonds in the amount of 100% of the total amount of the estimated improvements to the Zoo as required by the City will be procured for this project, at no cost to the Society.

#### CITY APPROVAL

I recognize that this project requires the approval of the City of El Paso, as expressed by the City Council. If there is anything that I may do to assist in that process, please let me know.

In closing, if you have any further questions regarding the nature of the proposed donation, please do not hesitate to contact me.

Sincerely,

  
Charles Wesley Skinner

# EXHIBIT B

## Area 5 Bathroom

Completed by:	February	March	April	May	June
Awarded by Council	2/24/15				
Contract/Notice to Proceed		3/3/15			
Design	Complete				
Site prep		3/9/15			
Construction begins		3/12/15			
Lead Time for Materials		3/16/15			
Punch List				5/22/15	
Open to Employees					6/1/15

