

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

DEPARTMENT: Economic and International Development

AGENDA DATE: December 12, 2017

CONTACT PERSON/PHONE: Jessica Herrera, Director, 915-212-1614
Bruce D. Collins, Purchasing Director, 915-212-1181

DISTRICT (S) AFFECTED: 8

STRATEGIC GOAL: No.1 Create an Environment Conducive to Strong, Sustainable,
Economic Development

SUBJECT:

This is a Public Hearing for the proposal accepted by City Council on November 14, 2017 for Solicitation 2016-371R for the Development Opportunity for a Public Private Partnership for a Mixed-use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso from Meyers Group Development LLCs / II Sabes L.P. The Proposal is available for public inspection at the Purchasing and Strategic Sourcing Department located at 300 N. Campbell, El Paso, Texas 79901. Public comment will be heard on the item.

BACKGROUND / DISCUSSION:

On October 27th, 2015, the City issued a request for proposal for a development opportunity that would be comprised of a public-private-partnership for a mixed-use urban development, including structured parking at Mills Avenue and Campbell in Downtown El Paso.

During the City Council meeting on November 14th, 2017, the City of El Paso accepted the proposal submitted by the Meyers Group Development, LLC / II Sabes, LP 2016-371R for a development opportunity. This paved the way for a potential public-private-partnership for the requested mixed-use urban development, which also included the requested structured parking at Mills avenue and Campbell in Downtown El Paso.

The submitted proposal includes a 180-room residential tower, 180 hotel rooms, and approximately 35,000 square feet of retail. The proposal also details approximately 1,104 parking spaces with 700 of them dedicated to public parking for the City of El Paso. This proposal creates an accessible downtown landmark and destination, and also reweaves the urban fabric by reconnecting downtown areas.

SELECTION SUMMARY:

N/A

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or No

If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- All Districts

PRIOR COUNCIL ACTION:

November 14, 2017 the acceptance of the proposal

AMOUNT AND SOURCE OF FUNDING:

Not Applicable

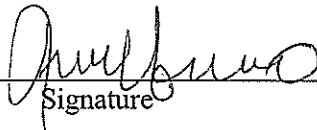
BOARD / COMMISSION ACTION:

Not Applicable

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

DEPARTMENT HEAD:

Name


Signature

12/5/17

Date

**COUNCIL PROJECT FORM
(RFP OR RFQ)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **DECEMBER 12, 2017**.

STRATEGIC GOAL: NO. 1: Create an Environment Conducive to Strong, Sustainable, Economic Development

This is a Public Hearing for the proposal accepted by City Council on November 14, 2017 for Solicitation 2016-371R for the Development Opportunity for a Public Private Partnership for a Mixed-use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso from Meyers Group Development LLCs / Il Sabes L.P. The Proposal is available for public inspection at the Purchasing and Strategic Sourcing Department located at 300 N. Campbell, El Paso, Texas 79901. Public comment will be heard on the item.

District: 8

*******ADDITIONAL INFO BELOW*******

REQUEST FOR PROPOSALS
ISSUED BY
THE CITY OF EL PASO
PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLICITATION NO: 2016-371R

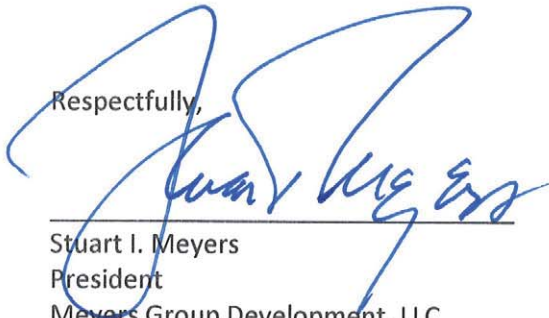
DATE ISSUED: OCTOBER 27, 2015

TITLE: DEVELOPMENT OPPORTUNITY FOR A PUBLIC PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN EL PASO

Dear Director,

Please be advised that Offeror is comprised of two entities, Il Sabes, LP and Meyers Group Development, LLC (together, the "Respondent"). Each has submitted its own signed Solicitation, Offer and Award form ("Forms"), included herewith. For the avoidance of doubt, Respondent's Forms are intended to be combined for all purposes and are to be regarded as one offer/proposal. All terms appearing in the Forms are agreed to by Respondent. Please rely on each entity's Form and regard as a single submission from Respondent. Respondent shall form a new entity upon selection by the City. Thank you.

Respectfully,



Stuart I. Meyers
President
Meyers Group Development, LLC



Richard Aguilar
CEO
Il Sabes, LP

ISSUED BY
THE CITY OF EL PASO
 PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLICITATION NO: 2016-371R

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 ECONOMIC DEVELOPMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
 2:00 PM MST, local time, **WEDNESDAY, FEBRUARY 24, 2016 (Per Amendment No.6)**

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:
 DIRECTOR
 PURCHASING & STRATEGIC SOURCING DEPARTMENT
 CITY OF EL PASO**

MAIL TO:

**CITY OF EL PASO
 PURCHASING & STRATEGIC SOURCING DEPARTMENT
 300 N. CAMPBELL, 1ST FLOOR
 EL PASO, TX 79901-1153**

OR

HAND DELIVER TO:

**CITY OF EL PASO
 PURCHASING, 1ST FLOOR
 300 N. CAMPBELL
 EL PASO, TX 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
 HAYDEE PEÑA, PURCHASING AGENT
 Telephone: [915] 212-1184 FAX: [915] 212-0044 Email: penah@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers. All offers shall expire on the 120th day after the offers are open unless the City of El Paso requests an extension of the offers in writing and the offeror agrees to extend in writing.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	10/28/2015	A002	10/29/2015	A003	11/19/2015	A004	12/15/2015
A005	12/23/2015	A006	01/13/2016	A007	_____	A008	_____

OFFER SUBMITTED BY

Meyers Group Development, LLC

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

5772 N. Mesa Street

STREET ADDRESS

El Paso, TX 79912

CITY, STATE AND ZIP CODE

- HIRE EL PASO 1ST LOCAL VENDOR REGISTRATION ID# _____

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

 OF PERSON AUTHORIZED TO OBLIGATE COMPANY

 SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

REQUEST FOR PROPOSALS
 ISSUED BY
THE CITY OF EL PASO
 PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLICITATION NO: 2016-371R **DATE ISSUED: OCTOBER 27, 2015**
TITLE: DEVELOPMENT OPPORTUNITY FOR A PUBLIC PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN EL PASO
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DIRECTOR
PURCHASING & STRATEGIC SOURCING DEPARTMENT
CITY OF EL PASO

MAIL TO:

CITY OF EL PASO OR
PURCHASING & STRATEGIC SOURCING DEPARTMENT
300 N. CAMPBELL, 1ST FLOOR
EL PASO, TX 79901-1153

HAND DELIVER TO:

CITY OF EL PASO
PURCHASING, 1ST FLOOR
300 N. CAMPBELL
EL PASO, TX 79901

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 HAYDEE PEÑA, PURCHASING AGENT
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A001	__10/28/2015__	A002	__10/29/2015__	A003	__11/19/2015__	A004	__12/15/2015__
A005	__12/23/2015__	A006	__01/13/2016__	A007	_____	A008	_____

OFFER SUBMITTED BY

J SABES, LP

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

444 Executive Center Blvd Ste. 238

STREET ADDRESS

P.O. BOX NUMBER

El Paso, TX 79902

CITY, STATE AND ZIP CODE

- HIRE EL PASO 1ST LOCAL VENDOR REGISTRATION ID# _____

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

NAME OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

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CITY OF EL PASO, TEXAS DETAILED PROPOSAL

DEVELOPMENT OPPORTUNITY FOR A PUBLIC
PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN
DEVELOPMENT, INCLUDING STRUCTURED PARKING
AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN
EL PASO

SOLICITATION NO: 2016-371R

AUGUST 17, 2016



MEYERS GROUP DEVELOPMENT, LLC . II SABES, LP . KKAID . MOSS . GREENBERG TRAURIG

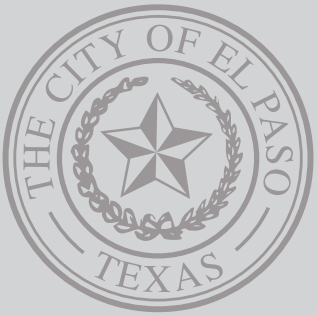
QUICK REFERENCE OF MODIFICATIONS AND NEW SUBMISSIONS

PAGE

17	Named Project Manager (Respondent Team Members Section, Tab 2)
19	Added named Project Manager to Org Chart (Organizational Chart, Tab 2)
20	Specified Project Manager in Team Management description (Team Management Structure, Tab 2)
22	Included additional project Respondent is in process of developing in El Paso (Overview, Tab 3)
23-24	Included additional El Paso projects being developed by Messrs. Meyers and Aguilar (Specific Experience, Tab 3)
26	Added Mr. Lamondin's project management role in La Perla (Case Study, Tab 3)
27	Added Mr. Lamondin's project management role in the Vue (Case Study, Tab 3)
45	Updated contact information for references (Case Study, Tab 3)
59	Added recent acquisition (Financial Capacity, Tab 3)
83-84	Modified business term (Project Overview, Tab 4)
179	Updated Developmental Analysis/Life Cycle Cost Analysis (Mandatory Submittals) Developmental Budget (Mandatory Submittals)
180	10-year operating proforma for hotel
181	10-year operating proforma for retail and residential
182	Assumptions for financing and ownership
183	Compliance with Basel III requirements
184-5	Lender term sheets

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TAB 1/ INTRODUCTION

COVER LETTER



February 22, 2016

City of El Paso
Purchasing and Strategic Sourcing Department
300 N. Campbell, 1st Floor
El Paso, Tx 79901-1153
Attention: Director

Re: Solicitation No: 2016-371R; Development Opportunity for a Public Private Partnership for a Mixed-Use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso

Dear Director,

Please accept this application for the above-referenced RFP. The applicant - Respondent is a joint venture between Meyers Group Development, LLC and II Sabes, LP, headed by Stuart I. Meyers and Richard Aguilar, respectively. As the application demonstrates, both are highly accomplished and forward-thinking innovators in the industry whose visions have done much to shape the communities in which they've focused, particularly in El Paso and South Florida. Our Team brings together a terrific combination of players experienced in all facets of development and construction. Meyers Group Development and II Sabes recognize and appreciate the important responsibility that comes with this opportunity and are committed to ensuring this project is a success for both the local community and for the City of El Paso.

We would like to extend our gratitude to the Department, the Mayor, and the City Commission for the opportunity to present our vision for the development of this Downtown El Paso mixed-use development site. We share the City's enthusiasm to develop a project that will set a new standard and be a catalyst for new investment towards the continued revitalization of our downtown. As both residents of the City of El Paso and business owners in this City we look forward to working with the City to make this vision a reality.



The undersigned hereby acknowledge receipt of any and all addenda that has been published with regard to this RFP and confirms the inclusion of the Conflict of Interest Form in the exhibits of the submittal. Please see attached for Principals and Key Personnel and contact information as well as the other information requested.

Respectfully,

Stuart I. Meyers
President
Meyers Group Development, LLC

Richard Aguilar
CEO
Il Sabes, LP



PRINCIPALS

The Principal of Il SABES is Richard Aguilar. The Principal of Meyers is Stuart I. Meyers. Both personnel will be in charge of decision making.

RICHARD AGUILAR

Principal/Founder/CEO

Il Sabes, LP

STUART I. MEYERS

Principal/Founder/CEO

Meyers Group Development, LLC

OTHER KEY PERSONNEL

The following will be authorized to negotiate and sign on behalf of the Respondent.

RICHARD E. AGUILAR

COO/ Owner's Representative

ALAN LOSADA

CEO/ Owner's Representative



EXECUTIVE SUMMARY

This proposal was conceived and developed with a vision towards transforming Downtown El Paso into a flourishing city center; an attractive and vibrant place to live, work, and visit. Located close to the convention center, baseball stadium and office space, our proposal was designed to integrate into the existing features and landscape, and to also help lay the necessary foundation for the area's continued growth and revitalization. Our larger vision represents the actualization of a much anticipated, smartly developed urbanized area that will give El Paso yet another feature to be proud of.

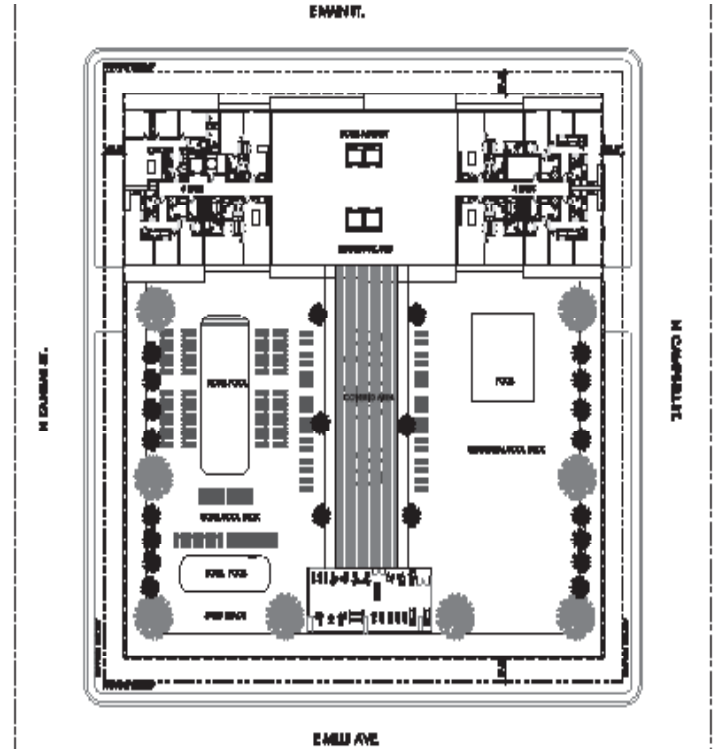
Our design creates an iconic mixed-use landmark development and includes a combined total of 360 luxury apartments and hotel units with shared amenities, and 35,000 square feet of ground-level retail. The emphasis for all aspects of the project is on the quality of life it will offer its users, including those living and working in the city, and for tourists who will increasingly be looking to Downtown El Paso as a destination for fun and enjoyment. A key component of the proposal is that it offers 1,104 new parking spaces, 700 of which will be owned by The City of El Paso and exclusively designated for the public. This will help alleviate parking challenges and also make the downtown area a more inviting destination for the surrounding communities.



Conceptual Rendering of the proposed project



Our conceptual plan offers an alluring opportunity for those who work in Downtown El Paso to live nearby. In addition to providing attractive residential amenities, there will be other positive synergies with the hotel's integration. The design's features and amenities include two pools and a fitness/spa center. And by connecting retail spaces including a restaurant and grocery, the residential experience will be all the more convenient and community-oriented. Residents will also have use of other select hotel services such as concierge and room service, and will enjoy the ease of locating a place for visiting family and friends to stay. The hotel and residential combination will also be positive for the retailers who will benefit from seasonal traffic, but will also have year-round residents as well.



Conceptual of Amenity Deck



Conceptual Elevation of First Floor Retail



Meyers Group Development “Meyers Group” was founded by its Principal Stuart I. Meyers, who is also co-founder of The Cornerstone Group. Over a span of 20 years, Mr. Meyers and his Cornerstone partners developed over 15,000 residential units, comprising about 60 rental communities through the State of Florida. His accomplishments with Cornerstone also include developing luxury condos, including the acclaimed La Perla, located in Sunny Isles Beach, Florida. Cornerstone employed over 500 employees and as a vertically-integrated developer, included development, construction, and property management companies. Executives at Meyers Group also have experience working on some of Miami's most iconic developments such as Icon Brickell. Their team also has a vast amount of experience in new urban mixed use high rise downtown transformative developments that incorporate hotel, condominiums, rentals, and retail. In addition to having experience developing multifamily apartments and luxury condos, Meyers Group has also been a leader in working with local, State, and Federal Government Partners in the development of quality affordable housing.



Icon Brickell - Miami ,FL



Il Sabes with its relationship to EPT Land Communities is the compilation of over 30 years of applied real estate development and management knowledge. This knowledge ranges from real estate law and banking, to acquisition, design and project construction management. The blending of this experience has created a very unique and dynamic approach to developing residential and commercial environments that contribute to our personal and professional quality of life concerns. Richard Aguilar and partners at EPT have shown with their Montecillo development and ambitious plans the vision, style, and success required to work with El Paso on this important catalyst for the continued implementation of El Paso's 2016 Downtown Plan.

The Respondent and its Members bring strong and unparalleled experience, spanning all aspects of

development. As detailed more below, Respondent also brings other leading and accomplished professionals to its team, including Kobi Karp Architecture and Interior Design (KKAID). KKAID is an internationally renowned firm providing creative and innovative design solutions in hospitality, retail, and high-rise residential developments. KKAID has designed over \$36 billion in mix-used commercial, residential and multifamily properties worldwide.

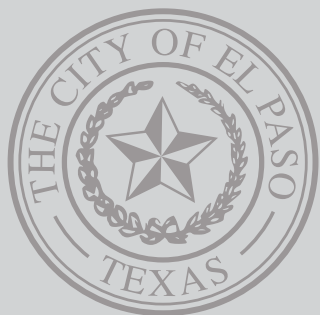
The development team also includes Moss & Associates, a standard-bearer in the construction industry. With over 500 employees, Moss' expertise includes construction management at-risk and design-build services on mixed-use, high-rise, residential, and hospitality projects constructed in urban environments, as well as projects for public entities.

In all, Meyers and Il Sabes have assembled a development team that is second to none in talent and ability to deliver.



The Venue at Montecillo, El Paso





TAB 2/
RESPONDENT & TEAM

Respondent is Meyers Group Development, LLC, a Florida limited liability company ("Meyers Group") and II SABES, LP ("II Sabes"), a Texas limited partnership. Meyers Group and II Sabes or their affiliates will create a joint-venture limited partnership entity for the project.

Any financial statements or other financially related forms and submissions for Meyers Group Development shall be provided by FLP.

II Sabes, LP is a Texas Limited Partnership closely held



The Vue - Fort Lauderdale, FL

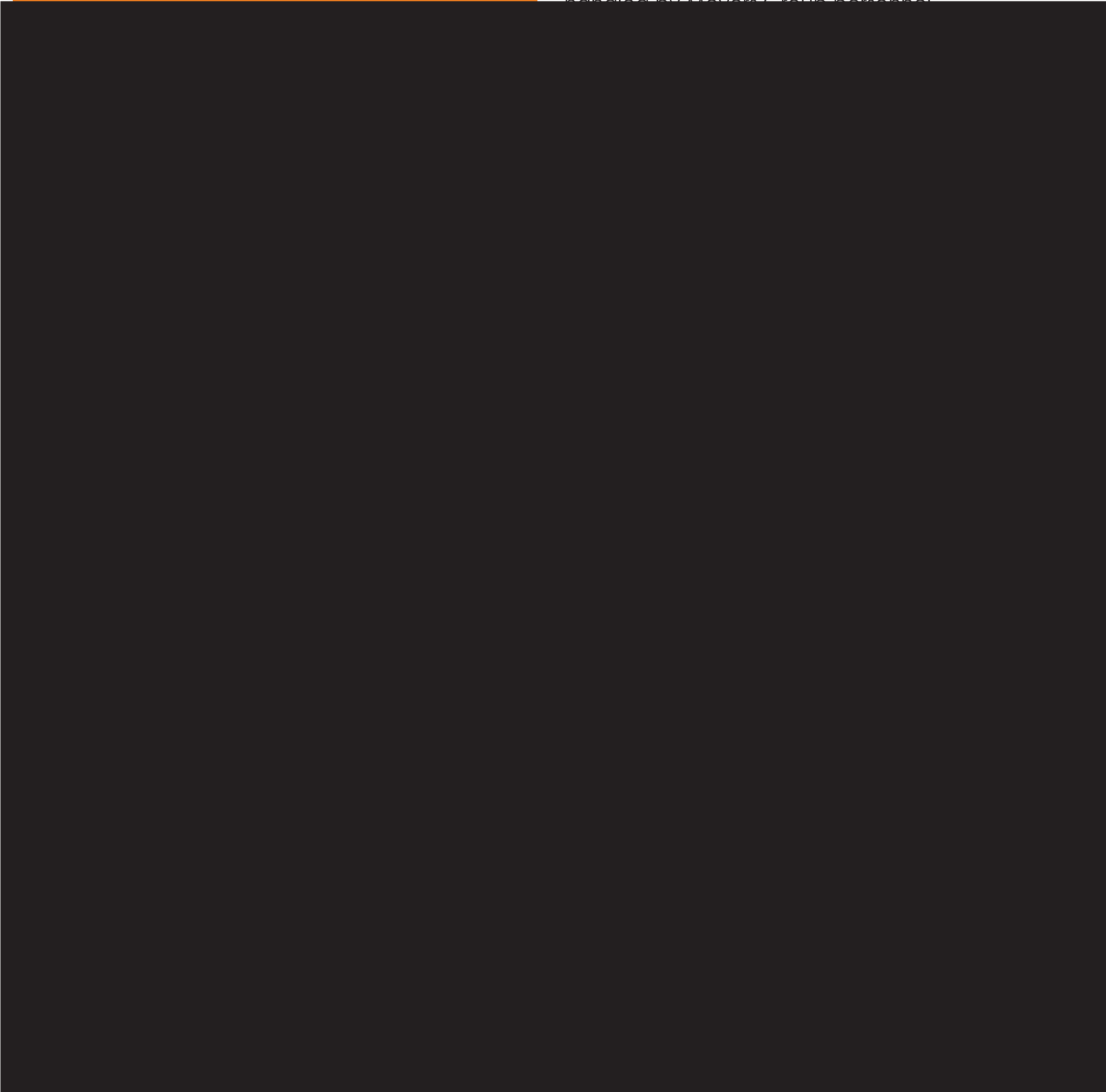


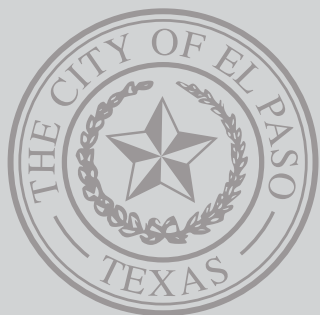






handled by Meyers Group personnel





TAB 3/ QUALIFICATIONS & FINANCIAL CAPACITY

Through its joint venture entity-Principals, Respondent has combined 40 years' experience developing and operating real estate. Respondent's development experience spans many niches including high-rise luxury condo developments, over 10,000 multifamily rental units in El Paso and various other locations throughout Texas, and approximately 15,000 multifamily rental units developed throughout the State of Florida. On the operational side, Respondent has combined experience managing approximately 25,000 rental units spanning over 115 distinct residential communities.

Respondent has extensively worked with and partnered with the public sector, particularly in the development of rental units in Florida and land development in El Paso. By way of example, this includes procuring municipal bonds, federal grants, and providing various community services in partnership with non-profit organizations in addition to working with the City to craft El Paso's first smart-code development known as Montecillo, which has already proven success and created excitement for each new project being developed there. Executed Chapter 380 and 381 agreements indicate the commitment to the successful development of Montecillo by the City, County, and developer. Respondent is currently finalizing an agreement with the City of El Paso to support its efforts to rehabilitate the iconic Camino Real Hotel, located in downtown El Paso.

Many of these activities entailed a demonstration of expertise with various state and county HUD regulatory and compliance programs for programs and initiatives to bring much-needed housing to costly developmental locations such as South Florida.



The following are examples of specific development and operational experience of the Respondent and Team Members:

RESPONDENT-PRINCIPAL STUART I. MEYERS

An understanding of Stuart I. Meyers's development experience begins with his expert abilities in conceptual planning and site selection. Through his bold vision and innate ability to identify a site's best use, Mr. Meyers helped The Cornerstone Group achieve its 20-year success in building quality affordable housing and growing the company's assets to \$1 Billion, making it the 14th largest builder nationwide in 2008. Mr. Meyers also has a seasoned understanding of finance and exhibits much creativity in financial structuring, always ready to "think outside of the box." All of these skills and attributes helped pave the way for his being named Builder of the Year by both the National Association of Homebuilders and Multifamily Executive Magazine.

Mr. Meyers sought out sites for Cornerstone's multifamily rental projects as well as its high-rise condominium developments, ultimately developing approximately 60 distinct rental communities and five condominium developments. The condo developments included three high-rise projects. He also took the lead in negotiating with lenders and securing financing. For Cornerstone's programs

which qualified for federal tax credits, the typical financing structure included bonds issued through Florida Housing Finance Corporation or a county Finance Housing Authority. These projects also secured subsidy financing, often from local county housing programs. For Cornerstone's high-rise products, Mr. Meyers secured construction loans from a variety of banks, which typically converted into conventional mortgages upon stabilization.

Finally, Mr. Meyers has vast experience raising capital through investor equity, and worked extensively with major institutions interested in partnering in projects as a limited partner.

Mr. Meyers, who has resided in El Paso for over ten years, is also seeking various other opportunities in El Paso and eagerly looks forward to contributing to the City's development and path of smart growth. His vision and drive for improving the City is unparalleled.

Mr. Meyers, who has resided in El Paso for over ten years, is also seeking various opportunities in El Paso and eagerly looks forward to contributing to the City's development and path of smart growth. His vision and drive for improving the City is unparalleled. One such project is acquiring and restoring the Camino Real Hotel in downtown El Paso. Mr. Meyers is also planning Shadow Mountain, a mixed-use development on the west side of the city.



RESPONDENT-PRINCIPAL RICHARD AGUILAR

With almost 20 years of experience in development and acquisition, Richard Aguilar and his firm, EPT Land Communities, continues to set the standard for multifamily housing in El Paso and its surrounding communities. Mr. Aguilar has successfully and consistently delivered top-notch product, adding to and enhancing local housing supply. His talents include identifying and realizing untapped potential for adding value for any new and existing project, and for consistently achieving these objectives under-budget. Mr. Aguilar and his companies have been at the forefront of "new urbanism," a smart and integrated design technique that provides both a better quality of living for its residents while increasing operating revenue – a win-win model for EPT, its partners, and residents alike. Mr. Aguilar is also partnering with Stuart Meyers to acquire and restore the Camino Real Hotel, an ambitious undertaking to revitalize downtown El Paso.

Mr. Aguilar also oversees and is a principal of Integrity Asset Management, Inc. This property management company contracts with over 10,000 units, comprising approximately 60 rental communities in El Paso and other Texas locales. Its business model centralizes and streamlines management, and its ability to manage projects at a fraction of the typical cost has allowed it to maintain a competitive advantage over other property management companies in El Paso.

Over the years, Mr. Aguilar has established himself as a congenial professional whom stakeholders across the spectrum are eager to work with. Living and raising his family in El Paso, Richard Aguilar's business acumen and talents are strengthened by his longtime personal investment in and love for the City and its community.

TEAM-MEMBER ALAN LOSADA

Alan Losada has 25 years of diversified real estate experience, eleven of which were spent with Florida's largest real estate firm, the Related Group. As Vice President of Operations, Mr. Losada effectively managed a sizable staff of managers, controllers, accountants, and other various development professionals and oversaw all aspects of project development, including finance, acquisition, and construction. In addition to his ability to manage projects and staff, Mr. Losada has a solid and hard-earned reputation for immersing himself in any aspect of development in order for a project to succeed – no matter how big or small a task.

In all, Alan Losada has overseen the acquisition of over \$4.3 billion in development loans as well as over \$200 million in various acquisition loans. He also played prominent roles in the financing and developing of over 10,000 rentals and luxury condominium units, including the Icon Brickell, as discussed elsewhere in this proposal.



TEAM- MEMBER MOSS & ASSOCIATES

Moss is a leading, privately-held construction firm headquartered in Florida. With local El Paso office and nine other regional offices in the United States and US Virgin Islands, Moss focuses on construction management at-risk, design-build, and public-private partnerships. Our diverse portfolio encompasses a wide-range of sectors, from mixed-use and residential developments, to hospitality, education, justice, and solar energy.

Moss has contracted directly public entities (e.g., municipal, criminal justice, public safety, education, recreation, stadiums), as well as partnering with development teams on similar mixed-use projects.

In 2014, Moss merged with Hunt Building Company, LTD a wholly owned group of Hunt Companies headquartered in El Paso, taking over all on-going construction operations, as well as teaming with Hunt's development division on projects across the nation. Team members Tom Philley and Robert Cabello are overseeing construction for Hunt Development's contract for the Department of Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) program within the city of El Paso.

Moss also has extensive experience working with Kobi Karp on a variety of projects including a recently

completed \$101 million waterfront condominium property in Sunny Isles, Florida as well as an ongoing 64,000-square-foot, 109-unit, hospitality project in Miami, Florida.

Moss has never been denied a bond by a surety. We focus on building repeat business and this is done by ensuring that all of our projects have the necessary resources to be successful.





LA PERLA OCEAN RESIDENCES
SUNNY ISLES BEACH, FL

Client: Individual sales
 Type: Luxury condo / 322 units
 Completion Date: 2007
 Total Cost: \$112M (including land & soft cost)
 Construction period: 26 months
 Budget adherence: Met
 Financial Structure: Wells Fargo (construction lender)
 Private debt: 85% of cost

Role: In addition to site selection, Stuart I. Meyers arranged the financing with the construction lender. Mr. Meyers oversaw the project from zoning through construction.

This luxury residential building is located in Sunny Isles Beach on exclusive oceanfront park that welcomes residents into the property’s grand entry, with cascading fountains and tropical landscaping. The new structure is positioned at the end of a bridge, giving visual access for miles to Sunny Isle’s historic wooden pier at the end of the property. The landscaped lanai deck, adjacent to the pier and artificial reef, is the perfect location for residents to enjoy the beachfront views. The development provides its residents with multiple private amenities including access to a beach front spa, cardio-fitness center, sports lounge, business center, game room with billiards and a restaurant.

La Perla was built by Stuart Meyers, along with his former Cornerstone Group partners, the project was managed by Richard Lamondin. It contains 326 condominium units, and virtually all units provide views of the Atlantic Ocean. Alliance Construction, LLC., a Cornerstone affiliate did the construction and rebuilt the adjacent Pier Park for the City of Sunny Isles in 2004 and 2005. Despite enduring 5 named hurricanes during the 2 year construction process, the building was delivered on budget and on time. The lender was a consortium led by First Union Bank which also provided a mezzanine loan in excess of \$20 Million. The overall budget was approximately \$112 Million.

AIA Award of Merit, La Perla Ocean Residences, 2007





THE VUE
FORT LAUDERDALE, FL

Client: Individual sales
 Type: Luxury condo & Beach club/ 157 units & 23 ocean cabanas
 Completion Date: 2005
 Total Cost: \$66,200,00 (including land & soft cost)
 Construction period: 22 months
 Budget adherence: Met
 Fincial Structure: Wells Fargo (construction lender)
 Private debt: 85% of cost

Role: Mr. Meyers arranged for all financing and provided direction to all Cornerstone Group’s Development personnel.

Located at the heart of Fort Lauderdale, The Vue is a luxury condominium complex with stunning interior features and upscale amenities. Divided amongst two 16-story towers, there are 157 luxury one-, two-, and three-bedroom private residences. Vue Residences feature spacious floor plans and wrap around balconies with spectacular direct ocean views. Private residences in The Vue range in size from 900 square feet to just over 1,800 square feet.

Vue Residences feature spacious floor plans and wrap around balconies with spectacular direct ocean views as well as views overlooking the Intra-coastal Waterway, Hugh Taylor Birch State Park and Downtown Fort Lauderdale. There’s a sundeck with whirlpool spa and climate-controlled lap pool and even a state-of-the-art fitness center overlooking the Intra-coastal Waterway. The Vue’s Cabana Beach Club spans two floors and has its own pool and whirlpool spa, wet bar and 23 cabanas. The VUE was project managed by Richard Lamondin.





ICON BRICKELL COMPLEX
MIAMI ,FL

Client: Individual sales
 Type: Luxury condo/ 1794 units & hotel
 Completion Date: 2009
 Total Cost: \$960M (including land and soft costs)
 Construction period: 22 months/phase
 Budget adherence: Met
 Financial structure: HSBC & Bank of America (construction lender/ 80% of cost)
 Private debt/equity: 5% equity
 Other funding sources: sales deposits (10%), mezzanine debt (5%).

Role: Alan Losada's involvement as Related Group's VP of Operations included financing, general contractor and hotel flag negotiation, and general supervision of the project and its personnel.

Located at 475 Brickell Avenue, Icon's architecture, by the world renowned firm Arquitectonica, is unique and ultra-contemporary, perfectly paired with the interior design by Philippe Starck. Its Olympic-length pool overlooking Biscayne Bay, outdoor fireplace, exceptional spa, and its lushly landscaped outdoor living room are some of the distinct amenities that make this building a true icon.

This complex consist of three skyscrapers and the Icon Brickell Plaza, connecting the towers at their base. Tower I rises 57 stories with 713 total units; Tower II rises 57 stories with 561 total units; and Tower III, also known as the Viceroy Tower, rises 50 stories with 444 condo units and 148 hotel rooms. Icon Brickell amenities, well-reputed for being over-the-top and impressive, include a 300-foot long swimming pool, a 50-person hot tub, café with poolside food and beverage service, movie theater, 24-hour valet parking, 24-hour full-service concierge, and a 28,000 square foot spa and fitness center operated by the Viceroy Hotel.





50 BISCAYNE
MIAMI, FL

Client: Individual sales
 Scope: Luxury condo/ Retail
 Residential Units: 451
 Completion Date: 2008
 Total Cost: \$171M
 Residential Units: 528
 Budget adherence: Met
 Fincial Structure: LaSalle Bank (construction loan)
 Private equity: 15%

Role: As Related Group's VP of Operations, Mr. Losada arranged for financing and was responsible for general supervision of the project.

50 Biscayne is a fifty-seven story skyscraper condo in the Central Business District of Downtown Miami. This high end condo has brightly colored murals and abstract - curvaceous columns followed by a magnificent three-story lobby that highlight the vibrant tone of the building. The tower is 554 feet tall / 55 floors and contains a 13,000 square foot of upscale commercial space at street level, such as Safi and D'Oro Caffè.

The building's amenities deck located on the 10th floor is an urban oasis which includes an infinity edge pool, lush tropical landscaping, daybeds, cabanas as well as a spacious skylobby with spectacular skyline and water views, party room and a clubroom equipped with a bar, warming kitchen and billiards. The 12th floor features a fully operational spa and state-of-the-art fitness center with breathtaking views of the bay. The building features two type of residential units: fully furnished and finished studios and one-bedroom PARK SUITES located on floors 4th through 9th and studios, 1, 2 and 3 bedrooms RESIDENCES on floors 14th through 54th.





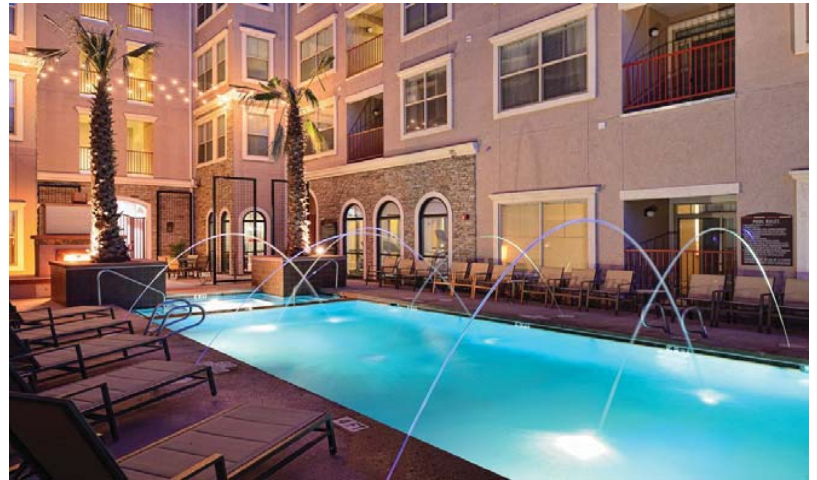
LOFT II
MIAMI FL, 33132

Client: Individual sales
 Scope: Luxury condo/ Retail (496 units)
 Completion Date: 2009
 Total Cost: \$191M
 Schedule adherence: 20 months
 Budget adherence: Met
 Fincial Structure: Wachovia bank (construction loan)
 Private equity: 15%

Role: As Related Group's VP of Operations, Mr. Losada arranged for financing and was responsible for general supervision of the project.

Lofts II Downtown is a 36-story high-rise building that overlooks the Biscayne Bay and downtown Miami. The building was designed abutting the First Street Metromover stop in downtown Miami. Construction was completed in accordance with the Metromover requirements. The Loft II is one of the few buildings in Miami that has its pool on the roof. State-of-the-art fitness center is also on the roof, located in a glass enclosure overlooking the city views. Other amenities include a spa and lava rock sauna, attentive services, 24-hour controlled access. Retail occupies the bottom floor, while floors 2-36 are residential lofts and condominiums. The Loft 2 has 496 one to two bedroom lofts and penthouse with 620 to 1,153 square feet of living area. The residences feature high-tech, loft-style luxury from soaring 10-foot ceilings (16-feet in the penthouses) to stained concrete floors, Italian cabinets in kitchens with stainless steel appliances and chic terrazzo trim, and baths gleaming with Italian cabinetry and marble countertops





THE VENUE AT MONTECILLO APT.
EL PASO, TX

Type: Multifamily rentals & retail (290 + 15,000 SF Retail)
 Completion Date: 2012
 Total cost: \$26,855,565
 Construction period: In development
 Budget adherence: On target
 Fincial Structure: Each phase is financed separately using local/regional banking sources, upon completion/stabilization financing is converted to permanent using sources such as FNMA, CMBS, or HUD

Role: Mr. Aguilar selects the sites, arranges for financing, negotiates the all contracts, and maintains constant communication with the construction and development teams. Working directly with these teams ensures efficiency and productivity, and also ensures that the vision for the project comes to fruition. Mr. Aguilar's involvement is found at all stages including design, layout and finishes. For all aspects of involvement, Mr. Aguilar brings his depth of his knowledge of El Paso's market, and in particular his ability to provide residents with a desired product which is not being met by other developers.

The Venue at Montecillo Apartments is an 8.727 acre, 290-unit, 4-building, 4-story, wood frame apartment complex in El Paso, TX. The site is split into Units 1 & 2. Exterior features are stucco and manufactured stone along with concrete roof tiles. All four buildings each contain an elevator and trash chute. Buildings 1, 2, and 3 all contain retail space on the first floor. The retail space totals 14,940 square feet.

Buildings 1, 2, and 3 all have central courtyards, with Building 2 having two courtyards. Pools are located in the courtyard of Building 3, and the right courtyard of Building 2. Parking will be uncovered and situated throughout the site, surrounding each building. The clubhouse is located in the first floor of Building 2 and contains a lobby, leasing office, clubroom with kitchen and fireplace, mailroom, workroom, two offices, business center and a fitness room.





SUMMERSTONE APARTMENTS
EL PASO, TX

Type: Apartments (70 units)
 Completion Date: 2008
 Total Cost: \$5,604,000
 Budget adherence: Met
 Fincial Structure: First National Bank(construction loan), Federal National Mortgage Association(Permanent loan)

Role: After being approached by a partner to jointly construct this community Mr. Aguilar obtained the financing, assisted with design and development, and worked with his management team to provide the features and amenities he felt would meet the needs of this particular submarket, resulting in nearly 100% occupancy by the time the doors first opened.

Totalling 71,579 gross square feet, designed by local architect Edward Mc Cormick Summerstone Apartments features 70 units in a secure access community with some units featuring detached garages. A modern clubhouse features a billiards room and kitchen along with a business center and outdoor swimming pool.





RESERVE AT SANDSTONE RANCH
EL PASO, TX

Scope: Luxury condo/ Retail (246 units)
 Completion Date: 2011
 Total Cost: \$23,125,000
 Schedule adherence:
 Budget adherence: Met
 Fincial Structure: Department of Housing & Urban Development (Construction & Permanent financing)
 Private equity: 20% of cost

Role: After developing the hugely successful Sandstone Ranch Estates subdivisions under the umbrella of EPT Land Assets, LP on land purchased from El Paso Water Utilities, Mr. Aguilar saw the demand for a Class "A" apartment community in Northeast El Paso. After conducting many informal market surveys in the area Mr. Aguilar insisted on providing unparalleled amenities. Naysayers insisted that this type of community would have been better suited to the more affluent Westside El Paso but his commitment to providing outstanding product to all tenants at all communities resulted in achieving full occupancy at completion, along with the highest apartment rents that El Paso had seen until that time. This community exemplifies resort-style living. He arranged financing and performed the normal functions of an active, interested, civic minded investor.

Reserve at Sandstone Ranch has a total of 302,047 gross square feet on 13.81 acres, the Reserve at Sandstone Ranch in El Paso features 246 units in 16 two and three story, wood frame buildings in a mixture of HPA Big House and Urban.

Additional features include a club that serves as a central hub for wired fire alarm service and wireless water sub metering, sand volleyball court, dog park, and covered parking throughout the site. Amenities include a luxurious, resort style pool, state of the art 24 hour fitness center, attached garages and covered parking, sand volleyball court, 4-hole putting green, bark park, resident social lounge, and mesmerizing city and mountain views.





PARAMOUNT BAY AT EDGEWATER
Miami, Florida, USA

Client: Royal Palm Communities
 Scope: Design Development, Construction Documents and Administration
 Completion Date: 2006
 Total Cost: \$173 million
 Residential Units: 407
 Stories: 49

Paramount Bay is located just two blocks from the proposed Museum Park Miami (Bicentennial Park), which boasts an exquisite public park and sculpture garden, as well as new facilities for the Miami Art Museum, Miami Children’s Museum, Jungle Island and Miami Museum of Science. These cultural centers and attractions will further serve to enhance the experiences of those living and working in the area.

This luxury residential development, completed in January 2010, is a 49-story residential tower with 407 units. Each unit, designed to provide the owners with a unique sense of privacy, includes a private elevator lobby and extensive ocean views. The project contains a myriad of amenities, business center, gymnasium and rooftop pool deck located just minutes from the colorful nightlife of South Beach.





TAO CONDOMINIUM
Sunrise, Florida

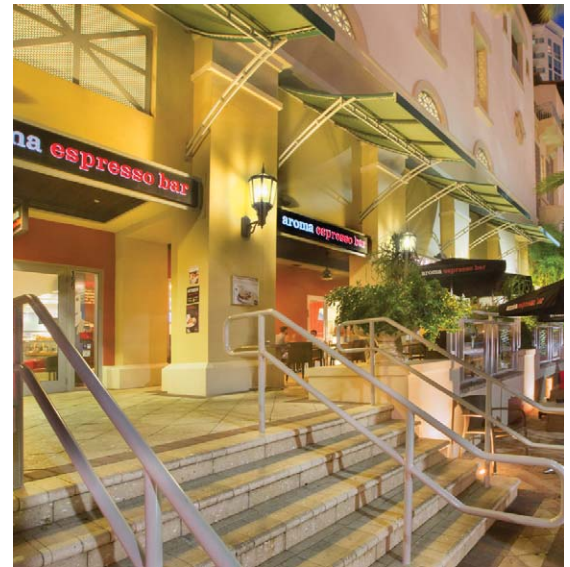
Client:	Weitzer Communities
Scope:	Full Architectural and Interior Design Services
Completion Date:	2007
Total Cost:	\$122.8 m
Residential Units:	396
Stories:	26 (Two-Towers)

The Tao Condominium project is a unique architectural and master planning solution to provide vertical multi-family residential in the expanding urban areas of Sunrise, Florida. Immediately adjacent to several entertainment and commercial facilities, Tao redefines resort-style living within an urban setting. The project boasts a number of luxury amenities, expansive views and spacious residential units.

A dramatic steel and glass canopy at the base of each tower welcomes residents and visitors alike. Once inside an oriental theme is expressed through the building's earth-toned colors and materials as well as in the meditation garden, and serene lobby.

Developers and Builders Alliance "Residential High-Rise of the Year", Tao, 2006





ST. TROPEZ ON THE BAY
Sunny Isles Beach, Florida

Client: J. Milton & Associates
 Scope: Full Architectural Services
 Completion Date: 2010
 Total Cost: \$80 m
 Residential Units: 270
 Stories: 19

A trio of towers gently placed atop a four-story pedestal consisting of retail spaces lined with loggias and promenades. Street level finds an incredible village like setting, complete with quaint shops and cafes for the use of residents, as well as outside patrons. The residential amenities are placed strategically atop of the four story pedestal to allow residents to enjoy the numerous pools, spa facilities, lounges and gymnasium.

With stunning views to the Atlantic Ocean and Intracoastal Waterway, the St. Tropez on the Bay development is nestled on a barrier island allowing each luxury residential unit a unique view. Each towers' shape is derived from a triangular form to establish a visual language in which from each tower residents can see only an angle of the neighboring tower.





Harbourside Place

Project Details:

10 Acre Mixed-Use Development | 6 Buildings | 4-Star Hotel | Hotel - 235,610 SF | 179 Rooms | 31 Slips | 965 LF Marina | 375,000 SF Structured Parking | 915 Spaces | 2,521 SF Ballroom | 60,000 SF Class A Office Space | 35,000 SF Restaurant Space | 2,500 SF Cultural Use Space | 55,000 SF Retail Space | 1,100 SF Riverwalk Promenade

LOCATION:
Jupiter, FL

DELIVERY METHOD:
CM @ Risk

SIZE:
791,122 GSF

PROJECT BUDGET:
\$91 Million

COMPLETION DATE:
September 2014

OWNER:
Allied Capital & Development
1295 US Highway 1
North Palm Beach, FL 33408

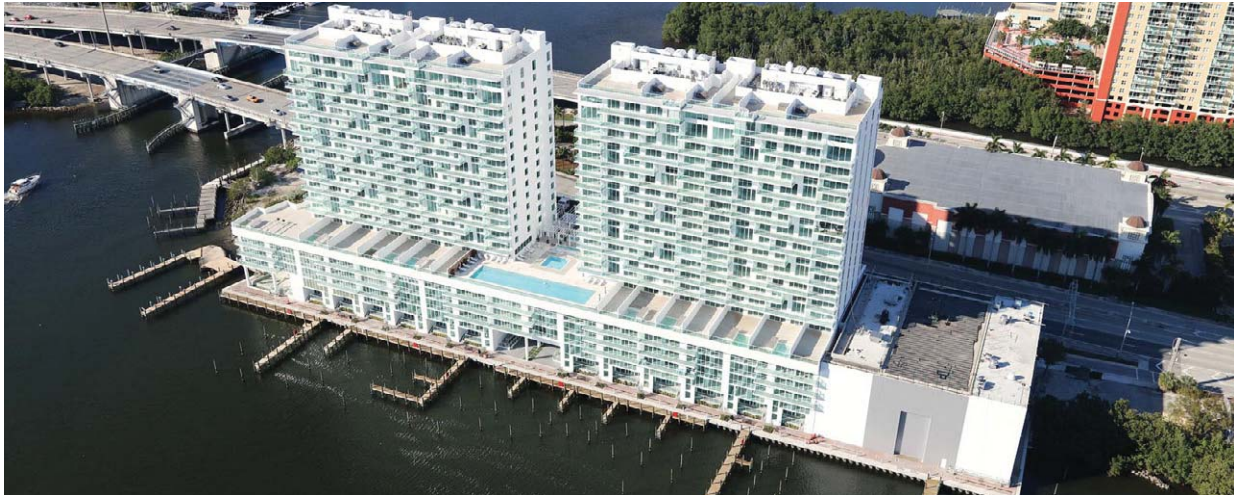
OWNER CONTACT:
Ryan Miller
T: (561) 799-0050

ARCHITECT:
Leo A. Daly



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates





400 Sunny Isles

Project Details:

Twin 15-Story Condominium Towers | 230 Units | 5-Story | Parking Garage | Wet/Dry Marina | Tennis Courts | Water Activities Center | Beach Club | Restaurant | Gym | Spa

LOCATION:
Sunny Isles, FL

DELIVERY METHOD:
CM @ Risk

SIZE:
870,730 SF

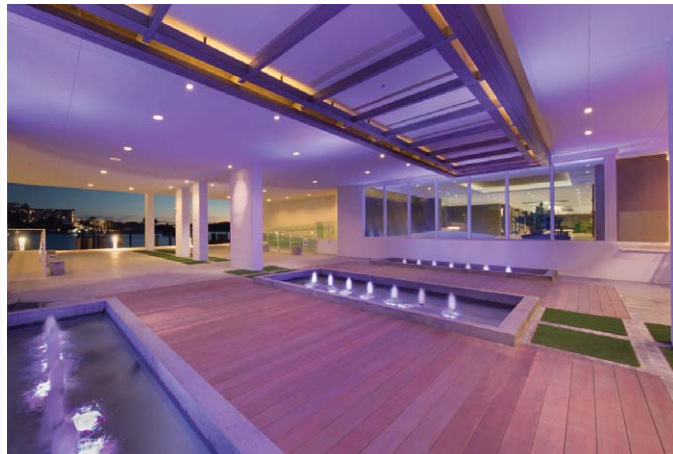
PROJECT BUDGET:
\$101 Million

COMPLETION DATE:
November 2015

OWNER:
Key International
848 Brickell Avenue,
Suite 1100
Miami, Florida 33131

OWNER CONTACT:
Rey Melendi
13th Floor Investments
T: (786) 693-7116

ARCHITECT:
Kobi Karp Architecture



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates





Crescent Bayshore

Project Details:

(3) 8-Story Towers | 367 Luxury Apartment Units | 208,000-SF Parking Garage | 9 Levels | 630 Spaces | Flagship Prototype | Wine Lounge with Reserved Storage | Pub Room | Cyber Café | Conference Areas | Two-Story Fitness Center | 3 Courtyards | 2 Rooftop Terraces | 7,000 SF Resort-Style Pool Deck with Outdoor Kitchen

LOCATION:
Tampa, FL

DELIVERY METHOD:
CM @ Risk

SIZE:
651,442 SF

PROJECT BUDGET:
\$53 Million

COMPLETION DATE:
August 2014

OWNER:
Crescent Communities LLC
227 W. Trade Street.
Charlotte, NC 28202

OWNER CONTACT:
Eric Jaegers
T: (404) 239-7245

ARCHITECT:
MSA Architects



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates





The Manor at Flagler Village

Project Details:

7-Stories | 382 Apartment Units | 7-Story Parking Garage - 735 Spaces | 25,000 SF Retail | Pool | Spa

LOCATION:
Fort Lauderdale, FL

DELIVERY METHOD:
CM @ Risk

SIZE:
784,000 SF

PROJECT BUDGET:
\$53 Million

COMPLETION DATE:
September 2014

OWNER:
The Related Group
315 S. Biscayne Blvd.
Miami, FL 33131

OWNER CONTACT:
Atruro Pena
T: (305) 533-0007

ARCHITECT:
Cohen, Freedman, Encinosa
& Associates



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates





All Completion Guarantees will be provided by Respondent-entities or their affiliates, Meyers Group, LLC and IISabes, LP. Both will jointly and several guarantee per the construction loan's requirements, and will maintain sufficient liquidity as required by lender. Guaranty will cover ordinary covenants to pay and discharge any and all costs in connection with construction and completion, subject to any rights Borrower has to contest.

The Respondent will be entering into a contract with the Construction Contractor [REDACTED]

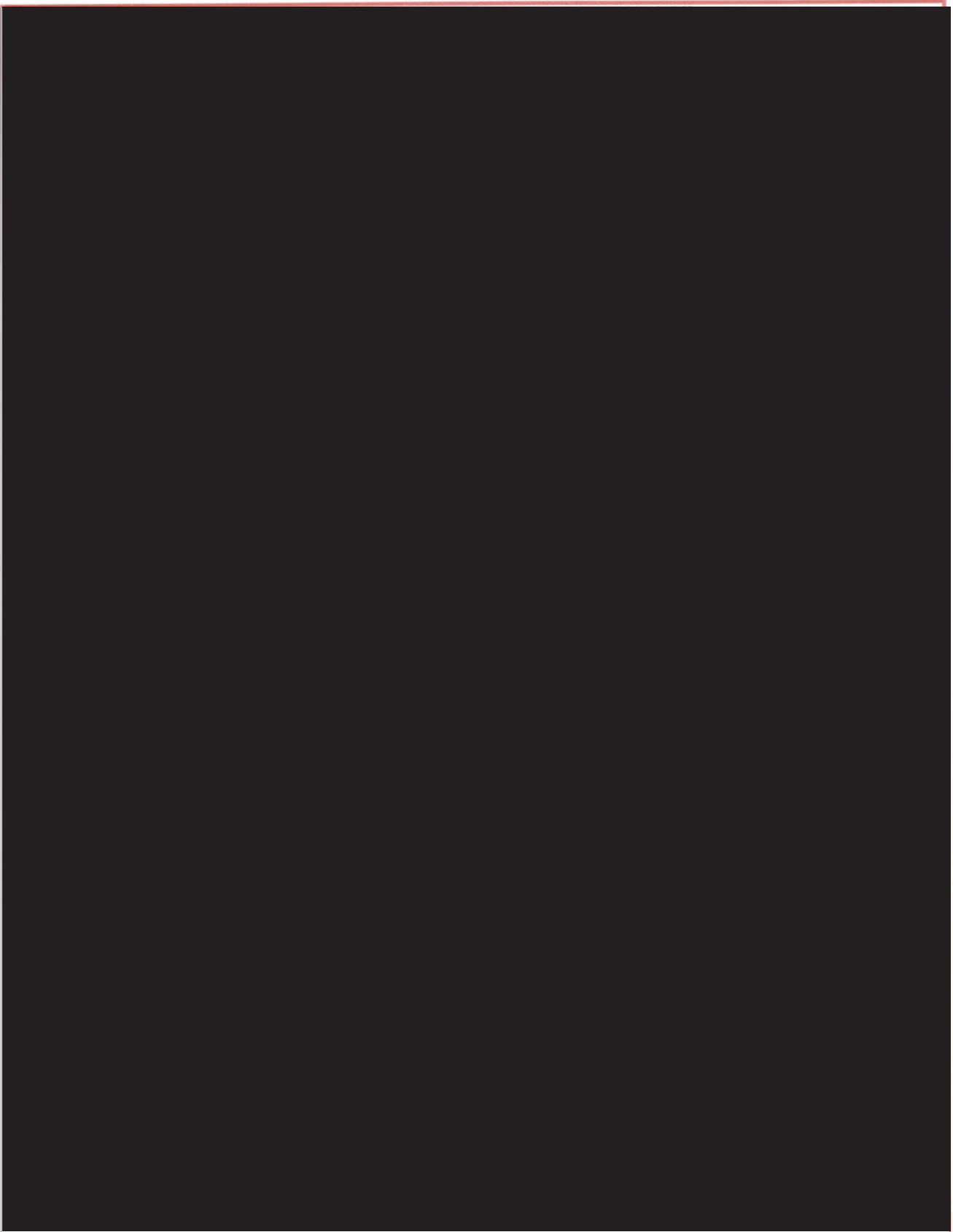
During preconstruction, [REDACTED] estimators will work in step with Kobi Karp and his design-consultants to ensure the drawing set clearly identifies all components of a scope so that trade subcontractors and vendors have a clear understanding of their bid package. At bid time, subcontractors will be debriefed after receipt of bids to make sure that these bids include the entire scope of work. This proactive approach ensures there are no scope gaps, eliminating the likelihood of claims from subcontractors.

With bids in, [REDACTED] will establish a cost-estimate in keeping within the Respondent's pro forma and subsequently a Guaranteed Maximum Price (GMP) which will be added as an amendment to the original contract. Moss will include contingencies which are

intended to cover unanticipated costs. [REDACTED] is capable of providing Bid, Performance, and Payment Bonds in excess of \$250 million, with an aggregate program in excess of \$1 billion (See attached surety letter).









PROJECT NAME & LOCATION

LA PERLA

16699 Collins Avenue
Sunny Isles Beach, FL 33160

PROJECT TEAM

Stuart I. Meyers ,CEO,/Founder Cornerstone Group
Richard Lamondin- Project Manager

te [REDACTED]
F: [REDACTED]

DESCRIPTION OF PROJECT

Luxury Condominium Residences in an oceanfront 42 story tower. (See attached for Pictures and General Information)

- Completed 2007
- 322 units
- Total salable 339, 000 SQ. FT
- Construction Period: 26 months

DESCRIPTION OF ANY LAND USE OR ENTITLEMENT ISSUES

The project went through a process of re-zoning which resulted on obtaining the approvals necessary to be built as originally intended and applied for.

PERFORMANCE SCHEDULE

Construction Period was 26 months,as scheduled, with all units closed within a short period of completion.

FINANCIAL STRUCTURE

- Development Cost \$112 Million
- Wells Fargo was the lead lender on \$95 Million loan
- \$12 Million came from customer deposits with the balance as a combination of deferred costs and equity

PERFORMANCE EVALUATION

The project was an extraordinary success. The sales pace was quicker than anticipated and the closings were done in accordance with our schedule. At groundbreaking the project was over 80% sold and it reached sell-out shortly thereafter. Closing of all units was achieved within four months of completion. Its completion met budget and timing





PROJECT NAME & LOCATION

La Perla

Hollywood, FL

OVERVIEW

La Perla, a luxury residential 42story building completed in 2007 is located in Sunny Isles Beach on an incredible oceanfront park setting. The exclusive oceanfront park on the property welcomes residents into the property's grand entry, where cascading fountains and tropical landscaping greet residents and guests. The new structure is positioned at the end of a bridge perpendicularly giving visual access for miles to Sunny Isle's historic wooden pier at the end of the property.

- Ocean and Intracoastal Waterway views
- Landscaped sundeck overlooking the ocean
- Climatecontrolled swimming pool
- Sports lounge & Billiard room
- Floorto ceiling tinted glass windows
- Private glassrailed terraces with terrific views





BUILDING AMENITIES

- Oceanfront park setting
- Cascading fountains
- Grand entry through oceanfront park
- Landscaped sundeck overlooking ocean
- Large, beachfront whirlpool spa
- Hitech fitness center overlooking ocean
- 24hour valet service
- 24hour front desk attendant
- Business center and conference room
- Multifunctional party room
- Billiard room
- Sports lounge
- Children's playroom
- Secure package delivery at reception
- Secured owner storage facilities
- Energyefficient central air/heating
- Environmentally responsible recycling chutes



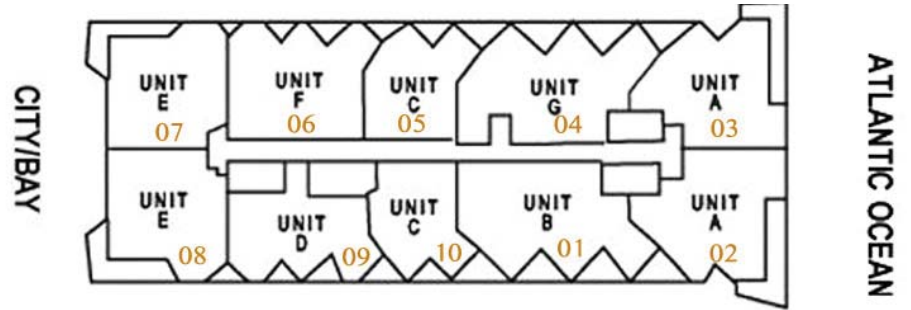


RESIDENCE FEATURES

- Panoramic Ocean and Intracoastal views
- Floor-to-ceiling tinted glass windows
- Private glass-railed terraces
- Imported ceramic tile flooring in kitchen, entry foyer, & bathrooms
- Imported marble vanity tops coordinated
- Full-capacity washer and dryer
- Imported Italian cabinetry in kitchen
- Polished granite countertops in kitchen
- Energy-efficient appliances
- Stainless steel double kitchen sink
- Spacious walk-in closets







LA PERLA CONDO SUNNY ISLES BUILDING KEY PLAN



Model	Beds/Baths	SqFt (M ²)	Floor Plan
A-02	2/2.5	1,602 (148.8)	
A-Rev-03	2/2.5	1,602 (148.8)	
B-01	2/2.5	1,623 (150.7)	
C-10	1/1.5	1,000 (92.9)	
C-Rev-05	1/1.5	1,000 (92.9)	
D-09	2/2	1,266 (117.6)	
E-08	2/2	1,423 (132.2)	
E-Rev-07	2/2	1,423 (132.2)	





F-6	2/2.5	1,637 (152)	
G-4	3/2.5	1,715 (159.3)	
J-03	1/1	906 (84.1)	
K-03	2/2.5	1,602 (148.8)	



Santi Dwellings at Montecillo, El Paso

PROJECT NAME & LOCATION

Montecillo Development

El Paso, TX

PROJECT TEAM

Stefanos Polyzoides, Architect/Urbanist – Moule & Polyzoides

Richard Aguilar, CEO – EPT Land Communities

David Bogas, Director of Development – EPT Land Communities

OVERVIEW

Montecillo continues to draw national, state and local attention with its successful implementation of smart growth concepts. Cornerstones of smart growth developments include walkable environments, reduction of automobile carbon outputs, creation of social environments, all designed to organically work together to create enhanced quality of life.

- Master Planned Urban Smart Growth Mixed-Use Development
- +/- 289 Acres
- +/- 5,000 estimated residential units (multi-family, single-family, townhome)
- +/- 1,000,000 square feet retail/commercial



COMPLETED OR UNDER DEVELOPMENT

- Completed or under development:
- The Venue At Montecillo Apartments (zoned GMU constructed under smart code)
 - 290 Units
 - 15,000 s.f. retail/commercial
- TI:ME At Montecillo (zoned GMU constructed under smart code)
 - 3 Restaurants + 5,000s.f. retail
(Cantina Malolam, Stonewood Modern Grill, Hillside Coffee & Doughnuts)
- Santi Dwellings at Montecillo
 - 18,000 S.F. retail
 - 263 Apartments
- The View at Montecillo
 - 149 active senior apartments
- Office Complex with Retail
- The Alamo Draffhouse
 - 8 Screen Movie Theater
 - Full Service Food & Beverage
 - Lounge & Outdoor Open-Air Theater Environment
- Mixed-Use Loft Apartment Complex
 - 183 Apartments
 - 25,000 s.f. retail/commercial
- 20+ Acres Residential
 - 22 townhomes
 - 250 Multi-Family units
 - 57 Single-Family units
- DOWNTIME
 - 10,500 s.f. office/retail
- TRE
 - 3 live/work units
- Resort Area
 - Common Clubhouse
 - Event Center
 - Social Club
 - 3 Restaurants
 - Aquatic facilities with features including lazy river, multiple pools, children's water area
- Boutique Hotel
 - 127 Rooms



Stonewood Modern Grill at Montecillo, El Paso

AMENITIES/FEATURES:

Each phase has amenities specific to its targeted demographic group, each at a level designed to surpass existing standards.

DESCRIPTION OF LAND USE OR ENTITLEMENT ISSUES

The project team in conjunction with The City and County of El Paso developed and formalized a public private partnership to transition a partially blighted in-fill area into an urban form-based smart growth development. The public private partnership was formalized through the development and acceptance of "The Montecillo Development Regulating Plan". In addition, The City and County of El Paso granted Chapter 380 and 381 agreements, respectively allowing for reimbursement of qualified infrastructure development costs.

PERFORMANCE SCHEDULE

With an estimated 20 year project completion, completed and ongoing projects currently account for approximately 15% of the overall scope of the project. Each new phase of the development has been, and is expected to be received with ample demand resulting in the high occupancy that has been achieved to date.

FINANCIAL STRUCTURE

Each phase is financed separately using local/regional banking sources, upon completion/stabilization financing is converted to permanent using sources such as FNMA, CMBS, or HUD.

PERFORMANCE EVALUATION

Each of Montecillo's development phases have exceeded performance expectations in terms of occupancy , rental rates, and land value growth.



ALAN LOSADA

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

RICHARD E. AGUILAR

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
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[REDACTED]
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[REDACTED]
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Respondent and its team members certify and have also highlighted throughout its proposal that they have the requisite technical qualifications and business integrity, and adequate financial resources, bonding capacity, and insurance coverage to complete the Project.



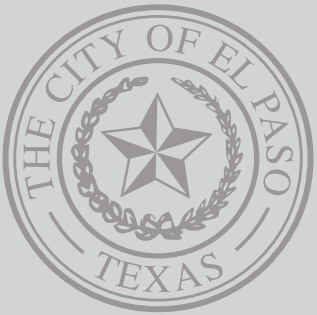
Stuart I. Meyers has built relationships with multiple lenders over his 20 years as a principal of The Cornerstone Group, the real estate firm he co-founded. During that time he has secured over \$750M of debt for Cornerstone's 15,000 unit portfolio including construction and conventional loans, as well as bond financing. Mr. Meyers sold most of his Cornerstone interest last year, only retaining one 220 unit apartment community. The community, Spinnaker Cove Apartments, is located in Miami, Florida and was one of the very first developments Mr. Meyers undertook after founding The Cornerstone Group. He has also since acquired Channelside apartments, a 325 unit market rate multifamily apartment rental located in Fort Myers, Fl. Mr. Meyers has retained his lending relationships and has since also found new and unique sources of financing, particularly from equity investors.

Since 1980, it is estimated that Richard Aguilar has secured over \$1 billion in financing for ventures ranging from his current portfolio of multi-family investments, to Capital Bank which he co-founded, to various other real estate related investments spanning all product types. Mr. Aguilar maintains relationships with lenders at every level of the financing spectrum including local, regional, and national banks. His proven track record along with the strength of his word and guarantees has cultivated long-term relationships with lenders and

results in favorable terms and pricing. Typical financing starts at the local level during construction and then is placed with a permanent lender at completion or stabilization. Current holdings include approximately 8,000 multi-family units in El Paso, TX, several office and commercial buildings, approximately 150 single family homes, an interest in Capital Bank, Majestic Realtors, and Bella Homes and various other real estate investments, primarily in his home town of El Paso, TX.







TAB 4/
PROPOSAL

Our design includes a 200-room residential tower, 160 hotel rooms, 34,885 square feet of ground floor retail, and a parking garage topped with an amenity deck. We also provide for 1,104 parking spaces, 700 of which will be owned by City of El Paso and designated for public parking. The balance of spaces will serve the residential and hotel components. We are also considering adjusting the unit mix for 180 residential units and 180 hotel units (see Budget, Exhibit B), though the plans would remain substantially the same.

We place particular emphasis on functionality, and present to the City a product that will build and enhance urban community. By incorporating synergistic uses, the architecture promotes vibrancy; a smart and unique development, iconic in its design. Moreover, our proposal creates an accessible downtown landmark and destination, and also reweaves the urban fabric by reconnecting downtown areas.

The site is designed to provide multi-point access to all of the retail bays at the ground level, thus promoting a walkable pedestrian experience that is welcoming and visually interesting. The ground floor street-oriented retail liner along all sides of the building will maximize this experience, provide pedestrian connectivity to the Las Plazas, Union Plaza, and El Centro and help enliven the streetscape.

The cross block "Paseo" that connects Kansas street

to Campbell street allows an additional internal retail frontage and breaks up the long block to allow for access points to the residential area and parking. Internal drop-offs for the hotel and residential have been provided within the site so as to not obstruct the main arteries along the project.

The new parking is wrapped and concealed from the surrounding streets by a habitable liner building on one side and architecturally screened on the rest. The parking garage is integrated with the other components, thereby reducing the size and impact of the parking structure.





For the hotel component, well-known flags including [redacted] and [redacted] have expressed interest in our project and are excited about the opportunity to come to El Paso. [redacted] is a boutique operation that offers both design and management services. They are particularly known for customizing hotel designs in that fit with each locale. [redacted] is a highly regarded brand with worldwide recognition. [redacted] is also known for their full spectrum of signature upscale services, and even provides their own distinguished line of bed, shower, and spa products.

The rooftop of the garage will feature approximate 40,000 square feet amenity deck shared by both the hotel and the residential component, and will consist of two pools, landscaping, recreational area,

fitness and spa center, and a child play sand area. The amenity deck will be covered with vegetation, thereby reducing heat island effect and hiding the parking garage from the apartments above. Public areas at the amenity level are open yet screened from the elements to allow for cross ventilation and for comfortable outdoor experience.

A common covered area positioned in the center of the amenities deck will divide the residential from the hotel area, thus creating a cross ventilated and shaded atrium for hotel guests and residents to meet and relax. Small seating arrangements and cabanas will allow for intimate gathering when desired. The hotel/ residential tower is oriented along Main street as to offer visitors and residents the perfect view of the sun set and rise over the impressive Franklin peaks in the distance. The building's material and color palette of warm colors and earth tones is inspired by El Paso surrounding natural beauty.



Urban streetscape features are important for active street life. To create a high-quality pedestrian environment, the project will include improvements such as new street trees, pedestrian scaled lighting, street furnishings, decorative paving and landscaping along its perimeter. Lighting will be designed to create a safe pedestrian environment for evening use. Street furnishings such as benches, waste receptacles, will be carefully implemented to enhance the streetscape. Bicycle racks will be installed near the entries to promote alternative modes of transportation and encourage bicycle ridership.

A strong sign program should be developed to establish a unique identity within the site. This includes directional signage, parking signs, and banners. The cross block "Paseo" that connects Kansas street to Campbell street will incorporate high quality graphic paving to help direct traffic, designate safe pedestrian circulation and add appeal.

The planting scheme will focus on low native groundcover to reflect the original character of El Paso landscape. Medium canopy trees and accent trees will be lined along the sidewalks and will be used as a design element to provide visual identity to the property, reinforce the street edge, and provide for shade. Selection of tree and flora will prioritize using native species where practicable.





400 Main Street El Paso, Texas 79901

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WWW.KOBIKARP.COM

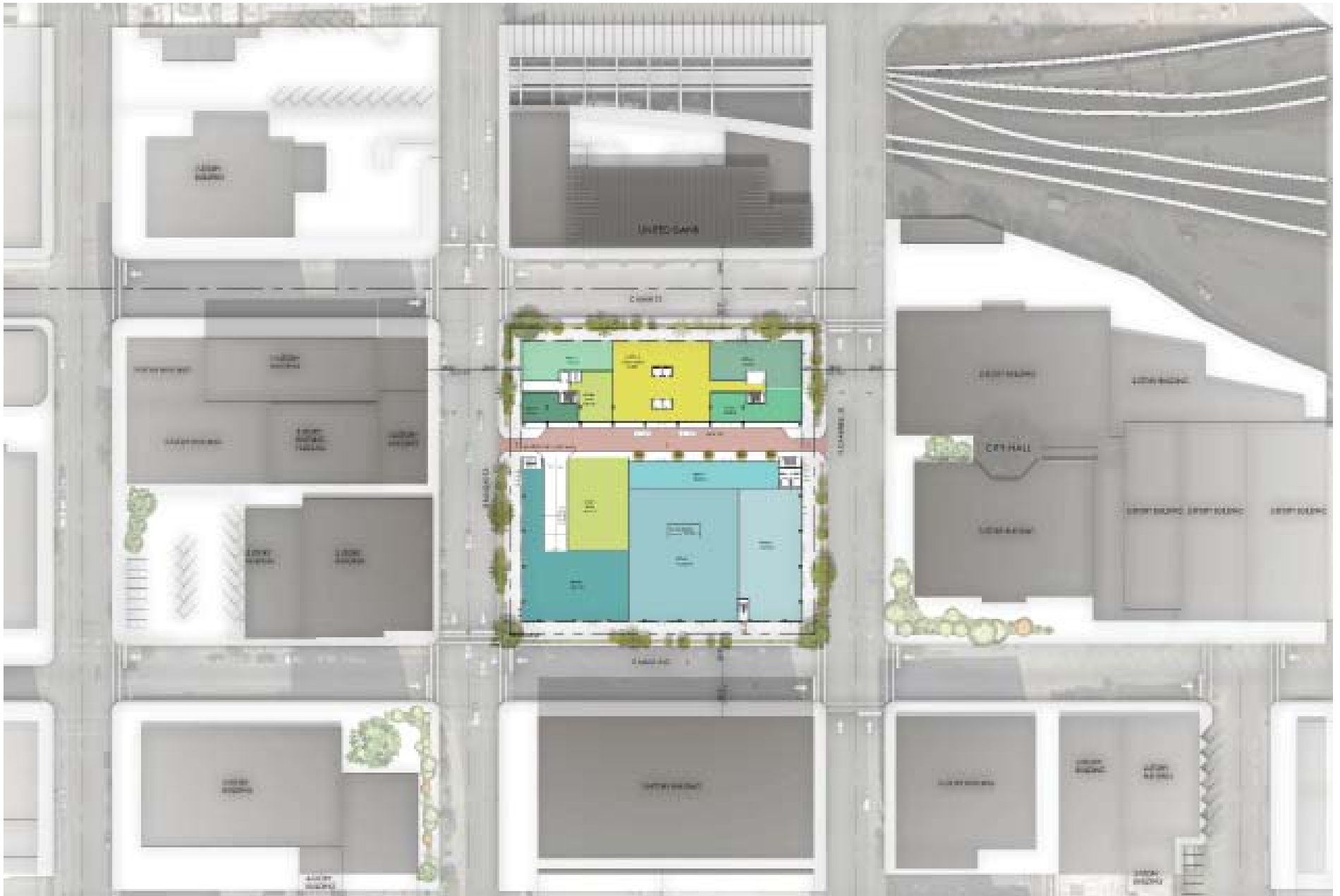


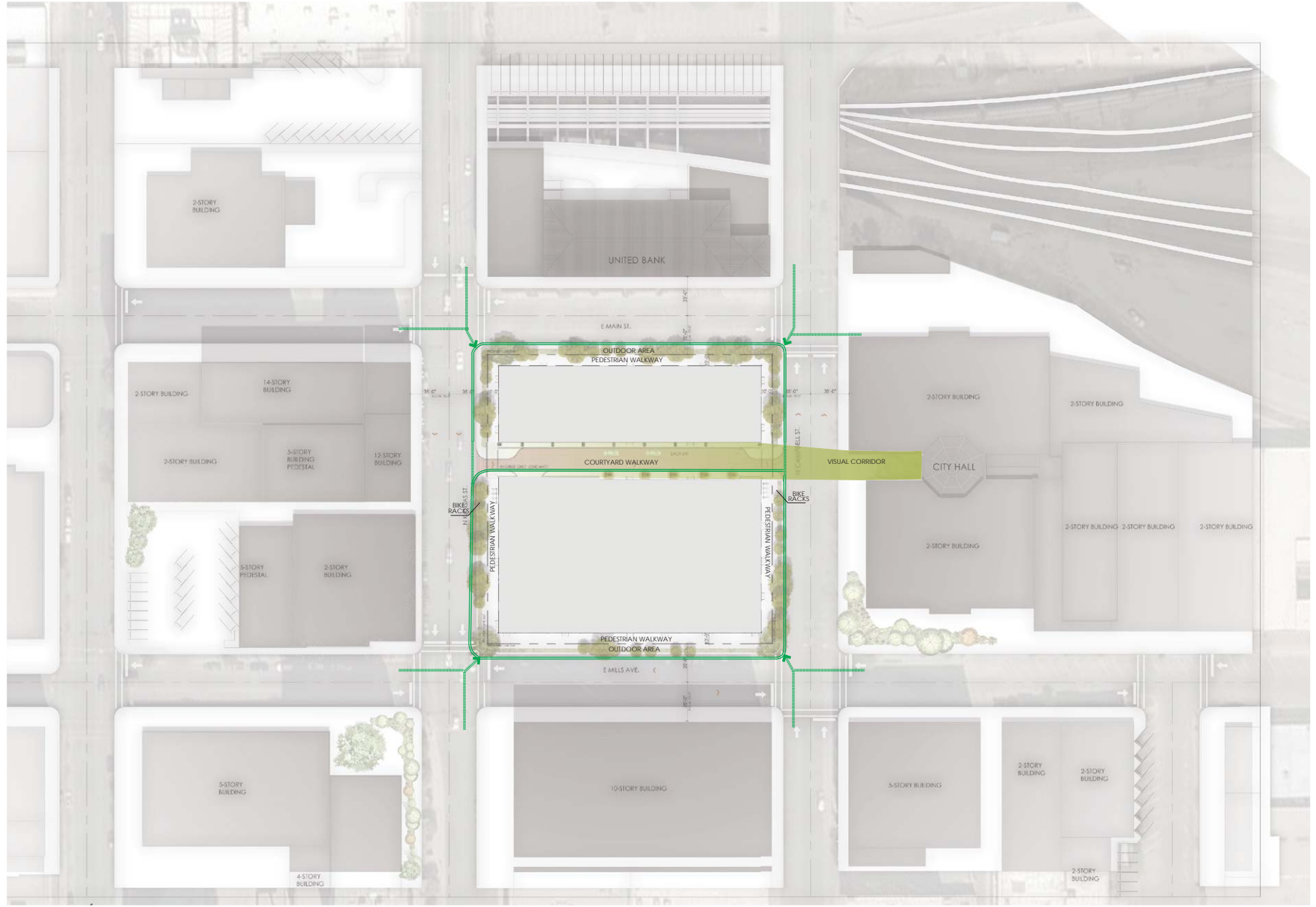


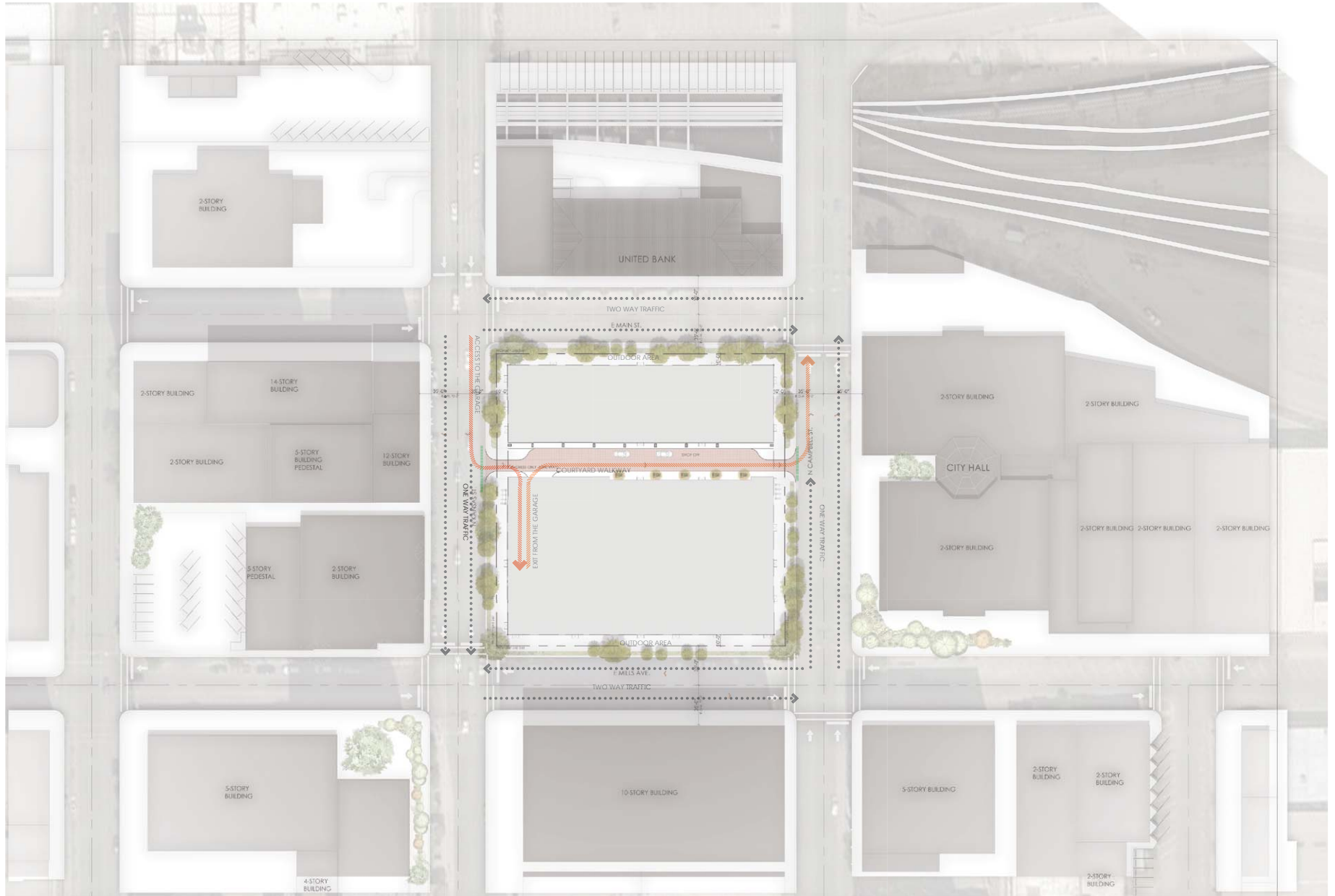
400 Main Street El Paso, Texas 79901

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BUILDING DATA	
ZONING DESIGNATION	C-5
OCCUPANCY	MIXED USE
LOT AREA	67,600 SQ. FT. (1.55 ACRES)

LOT COVERAGE	
REQUIRED:	N/A
PROVIDED	57,600 S.F. (85.2%)

DENSITY CALCULATION	
BASE DENSITY	N/A
TOTAL DENSITY ALLOWED	N/A
TOTAL DENSITY PROVIDED:	160 HOTEL UNITS+200 RESIDENTIAL UNITS

FLOOR LOT RATIO (FLR)	
MAX FLOOR LOT RATIO	N/A
FLR BONUS:	N/A
MAX FLR AREA ALLOWED	N/A
MAX FLR AREA ALLOWED + BONUS	N/A
MAX FLR PROVIDED:	8.5

BUILDING SETBACKS		REQUIRED	PROPOSED
NORTH	LVL 1-9	N/A	10'-0"
(FRONT)	LVL10-26	N/A	10'-0"
SOUTH	LVL 1-9	N/A	10'-0"
(FRONT)	LVL10-26	N/A	170'-0"
WEST	LVL 1-9	N/A	10'-0"
(SIDE)	LVL10-26	N/A	10'-0"
EAST	LVL 1-9	N/A	10'-0"
(SIDE)	LVL10-26	N/A	10'-0"

BUILDING HEIGHT	
ALLOWED:	N/A
ALLOWED + BONUS:	N/A
PROPOSED:	26 LEVELS/ 287'-4"

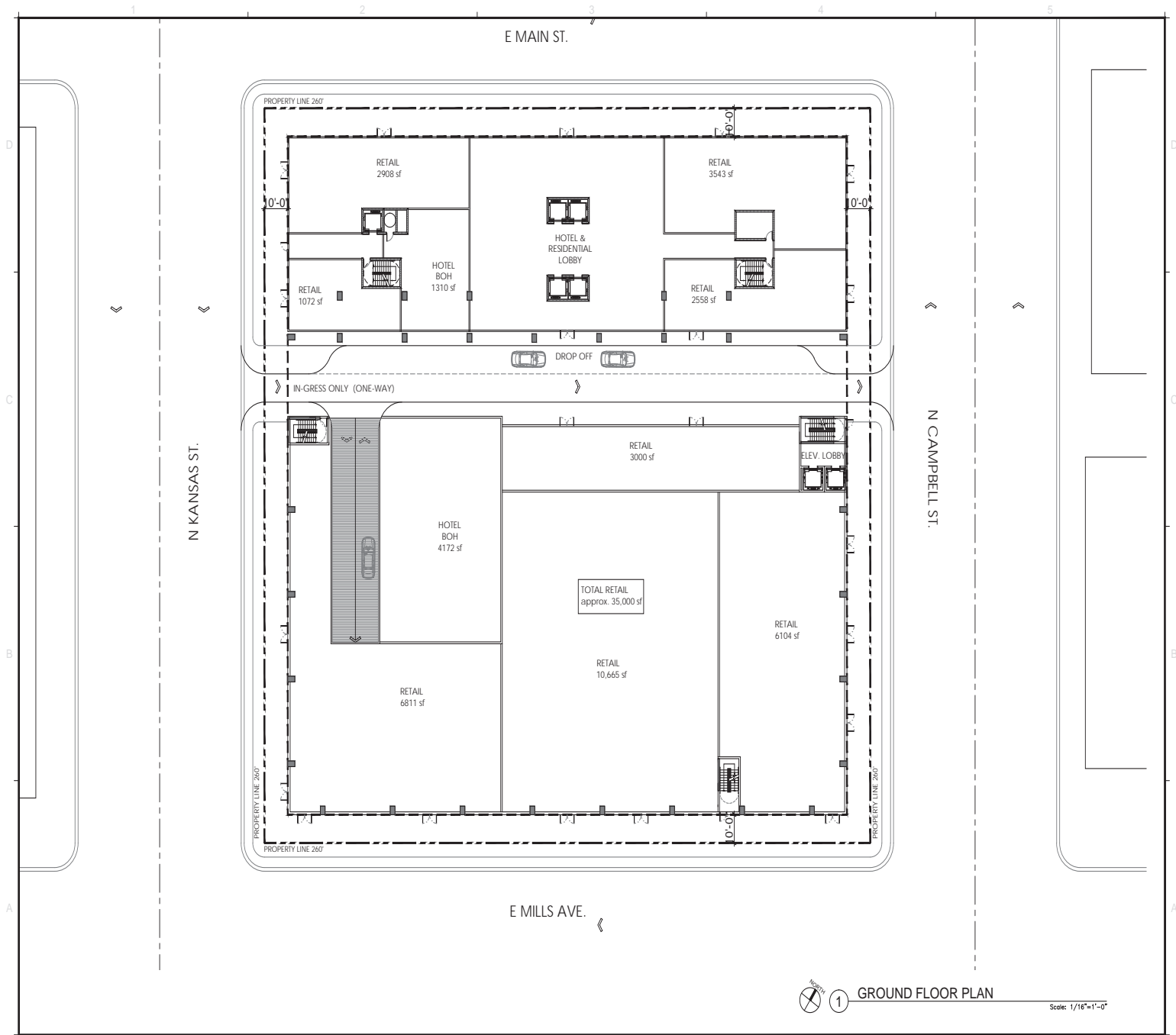
PARKING CALCULATIONS		
USE	REQUIREMENT	PROVIDED
RESIDENTIAL	0.7/ ELDERLY APT 1 EFFICIENCY APT 1.5 ONE BEDROOM APT 2 TWO BEDROOM APT.	1,104 PARKING SPACES
HOTEL	1/ 800SF =67,600/ 800 =84.5 =85 PARKING SPACES	

PROVIDED PARKING COUNT	
LEVEL	SPACES PROVIDED
LEVEL 1-8	138 PS/LVL
TOTAL	1,104 PARKING SPACES

AREA CALCULATIONS						
LEVEL	GROSS AREA	RETAIL	HOTEL UNITS	RESIDENTIAL UNITS	PARKING	AMENITIES
1 GROUND LEVEL	49,982 SF.	34,885 SF.	0	0	0	7,095 SF.
2-9 HOTEL LEVELS	448,368 SF.	0	66,288 SF.	0	332,976 SF.	0
10 AMENITIES	56,046 SF.	0	0	8,298 SF.	0	7,617 SF.
11-26 RESIDENTIAL	256,232 SF.	0	0	213,888 SF.	0	0
27 ROOF TOP	15,952 SF.	0	0	0	0	5,460 SF.
TOTAL :	825,580 SF.	34,885 SF.	66,288 SF.	222,186 SF.	332,976 SF.	20,172 SF.

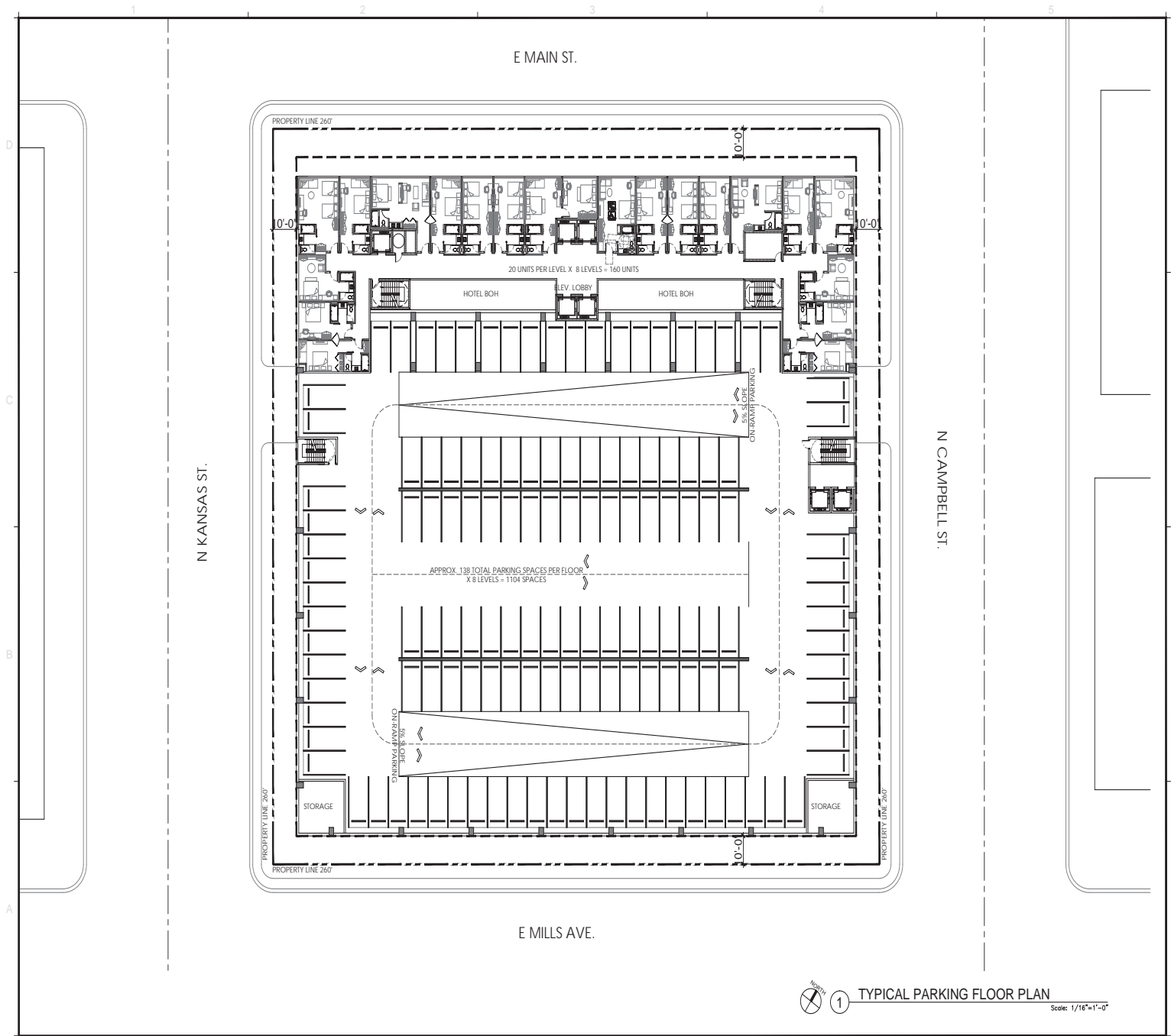






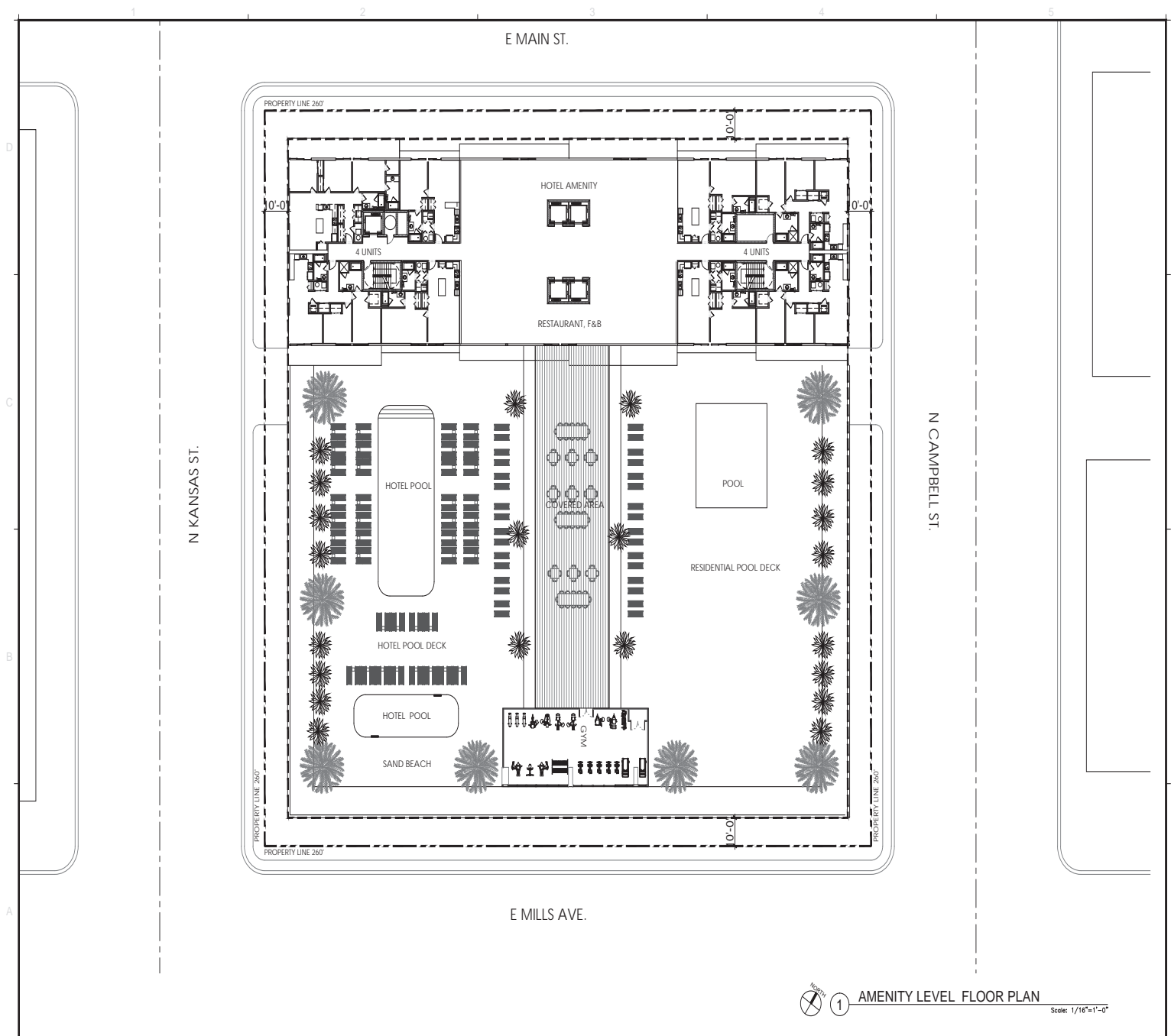
1 GROUND FLOOR PLAN Scale: 1/16"=1'-0"





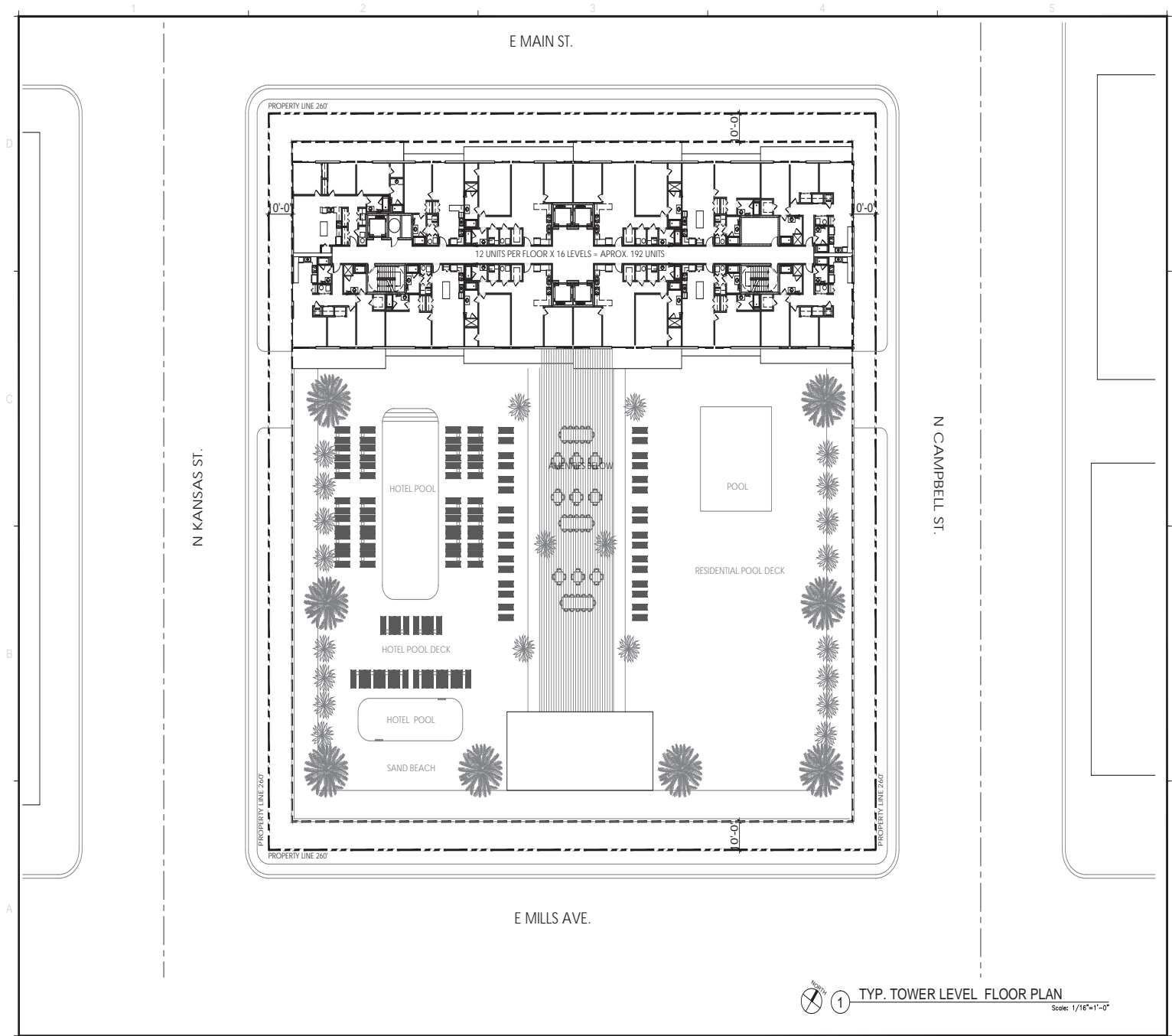

1 TYPICAL PARKING FLOOR PLAN
 Scale: 1/16"=1'-0"





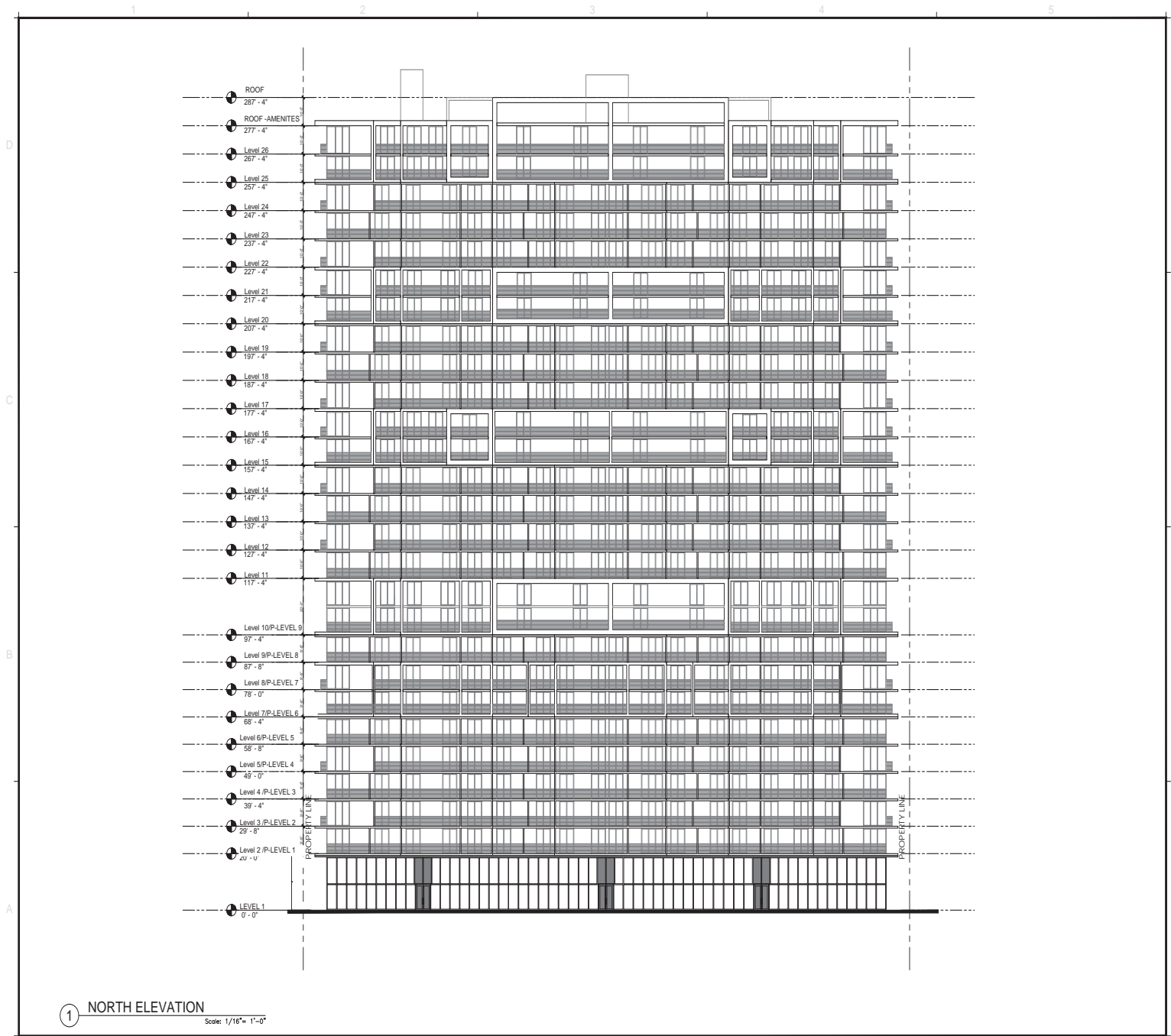
1 AMENITY LEVEL FLOOR PLAN
Scale: 1/16"=1'-0"

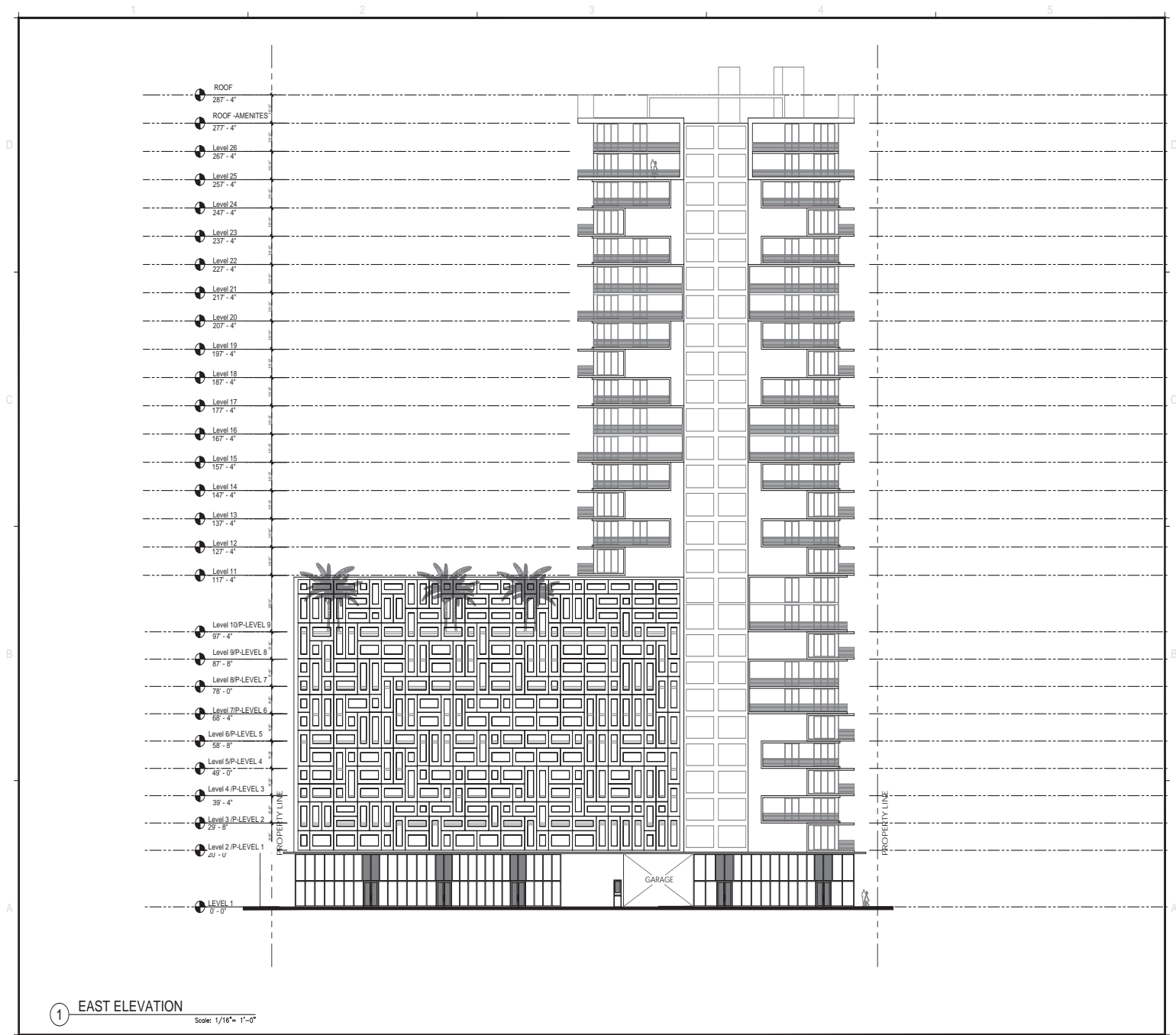


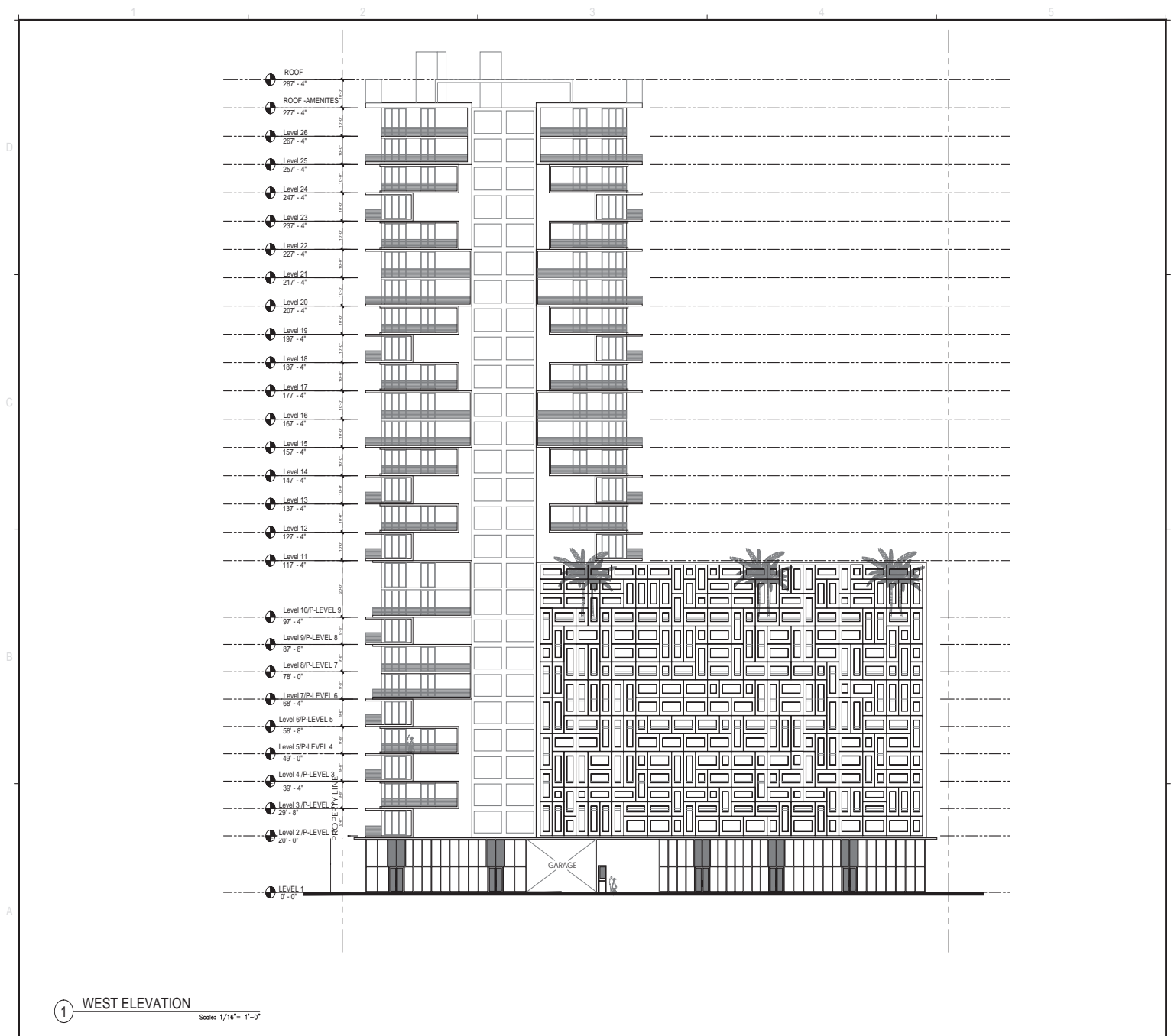


1 TYP. TOWER LEVEL FLOOR PLAN
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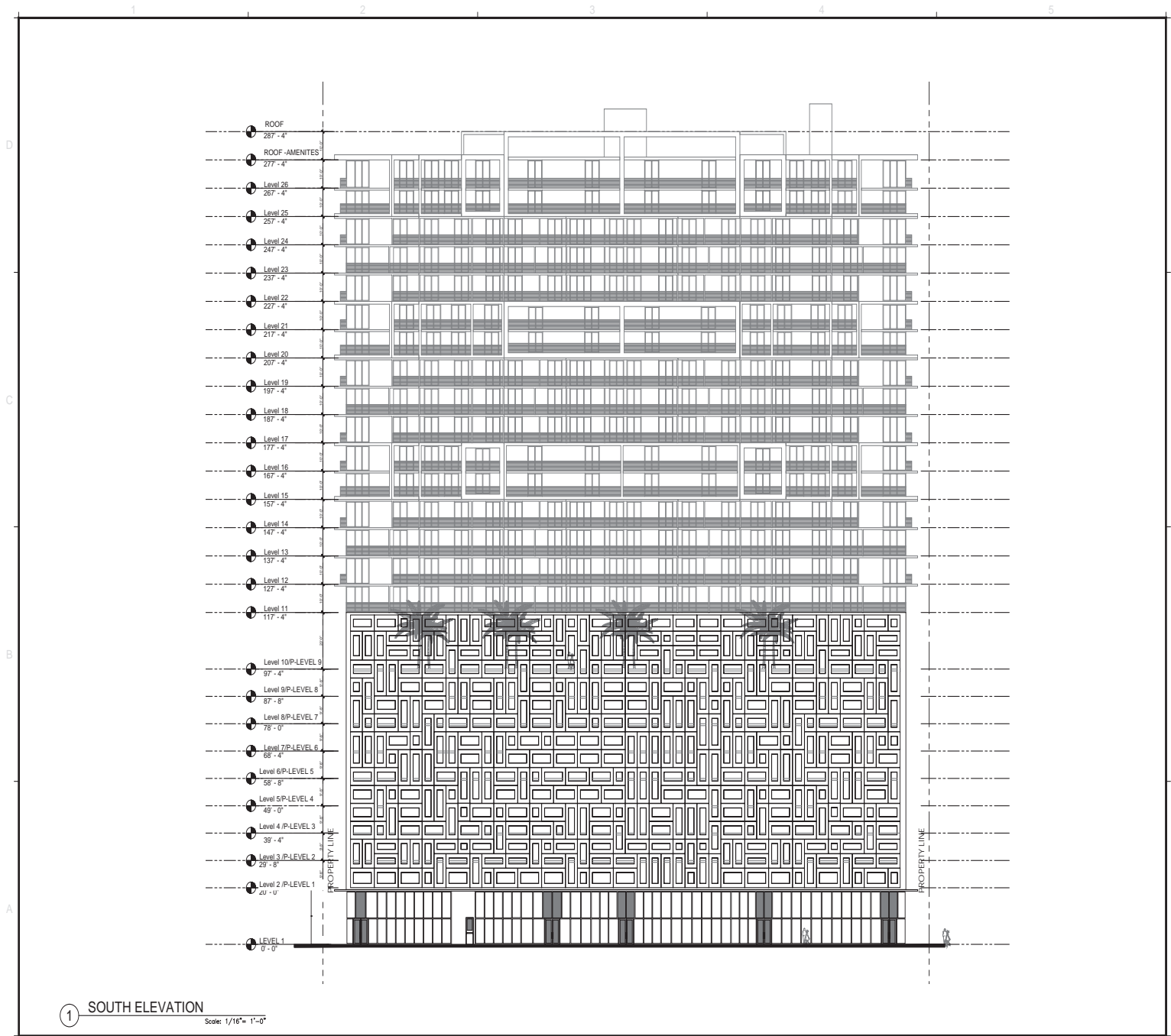


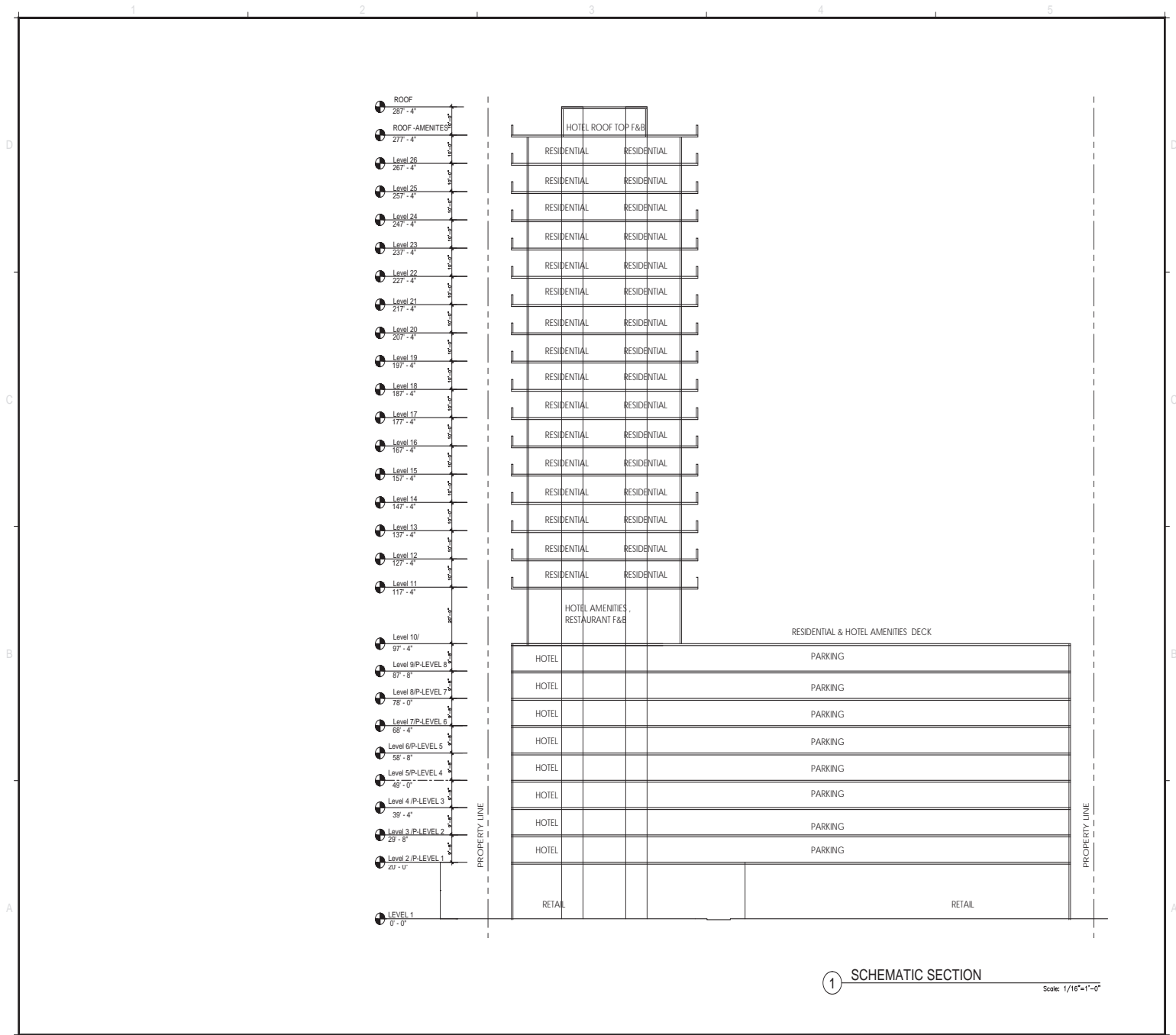




1 WEST ELEVATION
Scale: 1/16" = 1'-0"







1 SCHEMATIC SECTION

Scale: 1/16"=1'-0"





DESERT WILLOW



MEXICAN REDBUD



PHITTOSPORUM AND CAPTIVATING CYCAD



RAILROAD VINE



SCREWBAN MESQUITE



THORNLESS HONEYLOCUST



AECHMEA BLANCHETIANA & APACHE PLUME





02.A BUSINESS ARRANGEMENT

As discussed above, Respondent anticipates contracting with [REDACTED] for the operation of the hotel component. Each of these firms is a large, reputable 'flag' with a national and international presence, and would provide distinctive branding to the hotel. Additionally, both firms provide management services. Respondent may either contract for management services with the hotel operator or engage a third-party hotel management company. We are presently in active discussions with two such firms, [REDACTED].

For management of the residential component, Respondent intends to engage Integrity Asset Management, a II Sabes-affiliated company. The contract will provide for [REDACTED] of gross rents management fees. Parking management services will be contracted to a qualified parking management firm with City of El Paso approval.

02.B BUSINESS PLAN

The business plan for the Project contemplates that the City will provide equity and/or financing for development and construction of 1,104 parking spaces for a total amount of [REDACTED] of the spaces will be public and owned by the City. The cost of these 700 spaces will be [REDACTED] while having a total value of [REDACTED] (Respondent is not charging customary development fees for the public spaces). The remaining 404 parking spaces will serve the project and would be controlled by Respondent.

In return for the City's contribution of land and equity or debt financing, the project will make lease payments of up to [REDACTED] per year to the City during the period of stabilization, subject to available cash flow from operations. Respondent will have the option to purchase the 404 spaces from the City for a one-time payment of [REDACTED] at which time the [REDACTED] payment above will stop, [REDACTED]

The balance of funding for development and construction of the Project will be provided by construction and mezzanine loans that will convert to conventional permanent financing at stabilization. Respondent is presently in discussions with two such lenders and will be prepared to make its selection when Respondent's proposal is accepted by the City. The development and operational pro formas will envision and necessitate utilizing tax abatements such as including those under Chapters 380 and 381 of the Local Government Code, as well as other available incentives from the City and County.

02.C PUBLIC PARKING

The Project plans for the development of 700 public parking spaces for the city in plus 404 spaces primarily serving the development. The 700 public spaces will generate additional revenue for the City and will alleviate weekday parking shortages, providing much needed parking for commuters. The spaces could also be utilized by the baseball stadium and other local evening attractions. Respondent will mitigate construction risk by guaranteeing completion of the Project and garage, [REDACTED]

[REDACTED] -The expense of the garage will also be mitigated through the above-mentioned lease payments [REDACTED]



02.D PRELIMINARY PROGRAMMATIC DEVELOPMENT BUDGET

See Exhibit B for attached Budget

02.E CITY PARTICIPATION

The proposal calls for a public-private Partnership or development agreement to be entered into by and between Respondent and the City. The terms of the development agreement would include all incentives and other agreements between Respondent and the City relating to the Project, including, without limitation, the following: (i) the City to provide equity and/or financing for development of the 1,104 parking spaces in the total amount of [REDACTED]; (ii) any tax abatements or other benefits for the Project or the Respondent-Developer; (iii) the City to convey the land for the Project to Respondent for nominal consideration; (iv) the City to own the 700 parking spaces in the Project; (v) the City to receive up to [REDACTED] in annual compensation paid for out of net distributable profits from operation of the Project. During stabilization of the project, this payment will be based upon the availability of distributable profits after payment of all operational and financing expenses relating to the Project. Once stabilized and while Respondent has not exercise its option to purchase the 300 spaces, this [REDACTED] would be guaranteed as a minimum [REDACTED] payment ; [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED] (vi) a right and option for Respondent to purchase the 404 parking spaces from the City for a one-time payment of [REDACTED].

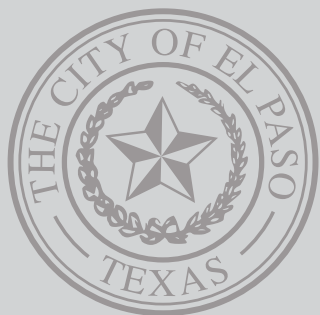
02.F IMPLEMENTATION STRATEGY AND PROJECT TIMELINE

6 MONTHS	6 MONTHS	DESIGN AND SITE PLAN APPROVAL
6 MONTHS	12 MONTHS	BUILDING PERMITS APPROVED
24 MONTHS	36 MONTHS	CONSTRUCTION PERIOD/FINAL CO

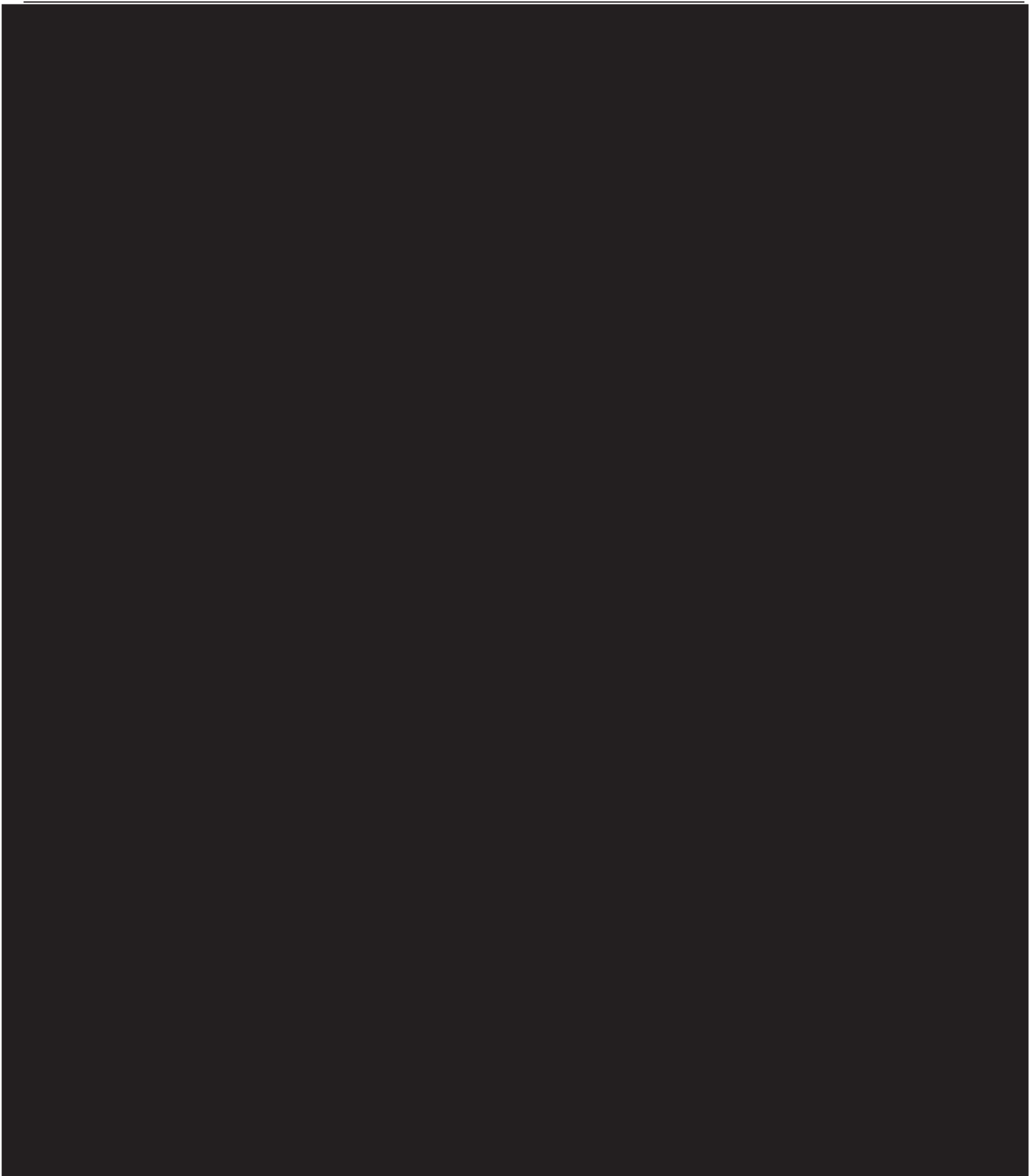
02.G MISCELLANEOUS

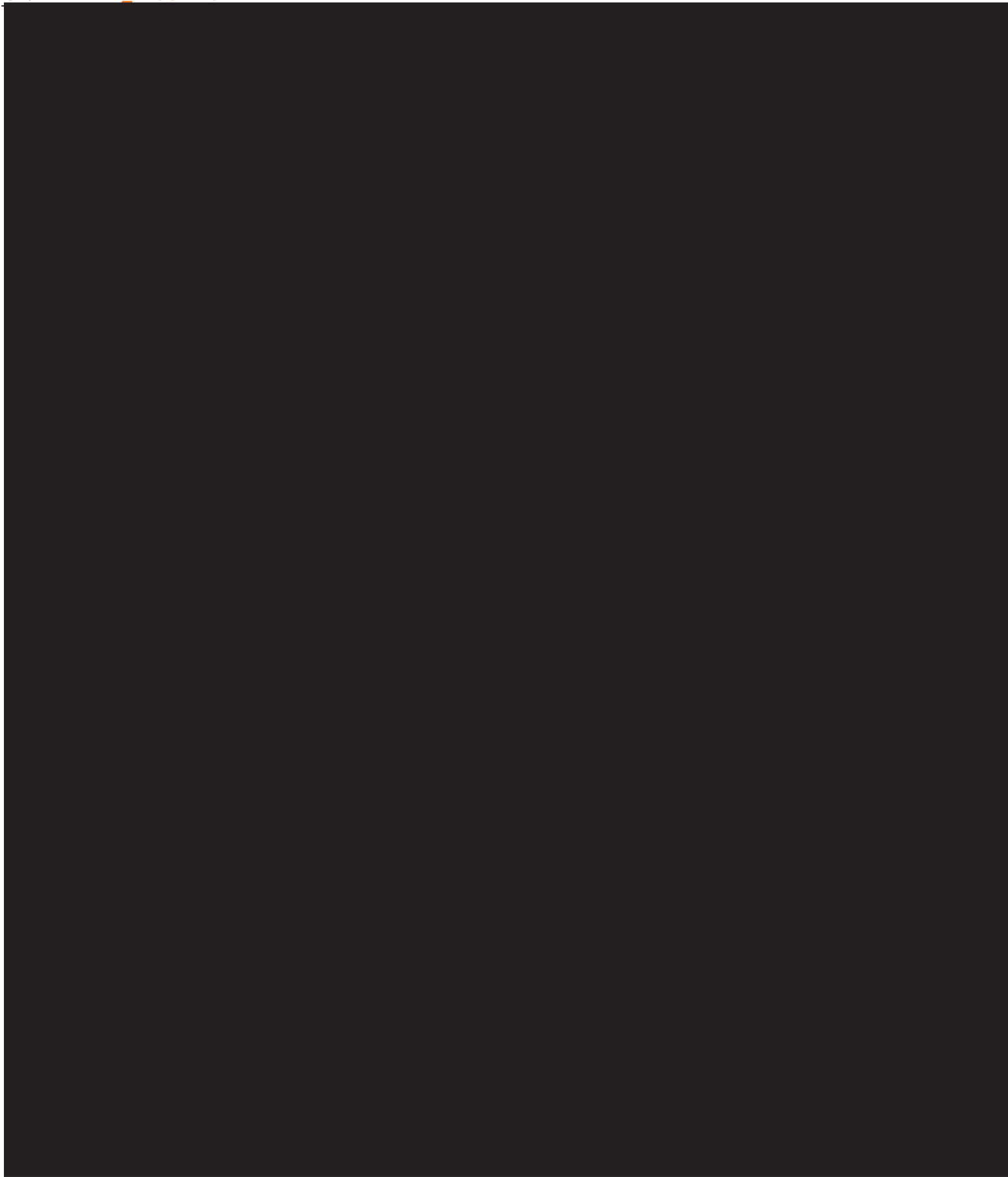
Respondent has long-standing roots in the City of El Paso and possesses significant knowledge of the subject location and its vicinity. Respondent is confident that this Project will provide a necessary boost to the downtown area sufficient to stimulate further growth in the vicinity, irrespective of any other emerging developments or incentives. Respondent's vision and objective is to help transform the downtown area into a thriving and attractive place to live, work and visit. In addition to stimulating a thriving downtown culture, the completed project is expected to provide 140 full time jobs, filled by local residents (approximately 100 retail, 15 hotel, 7 for apartments, and 10 for parking management) plus an additional 40 part time positions. Respondent will use its best efforts to ensure the compensation will be regionally competitive with performance incentives. These additional jobs are in addition to the jobs that will be created during the period of construction, which will require the type and number of positions typically required for such projects.

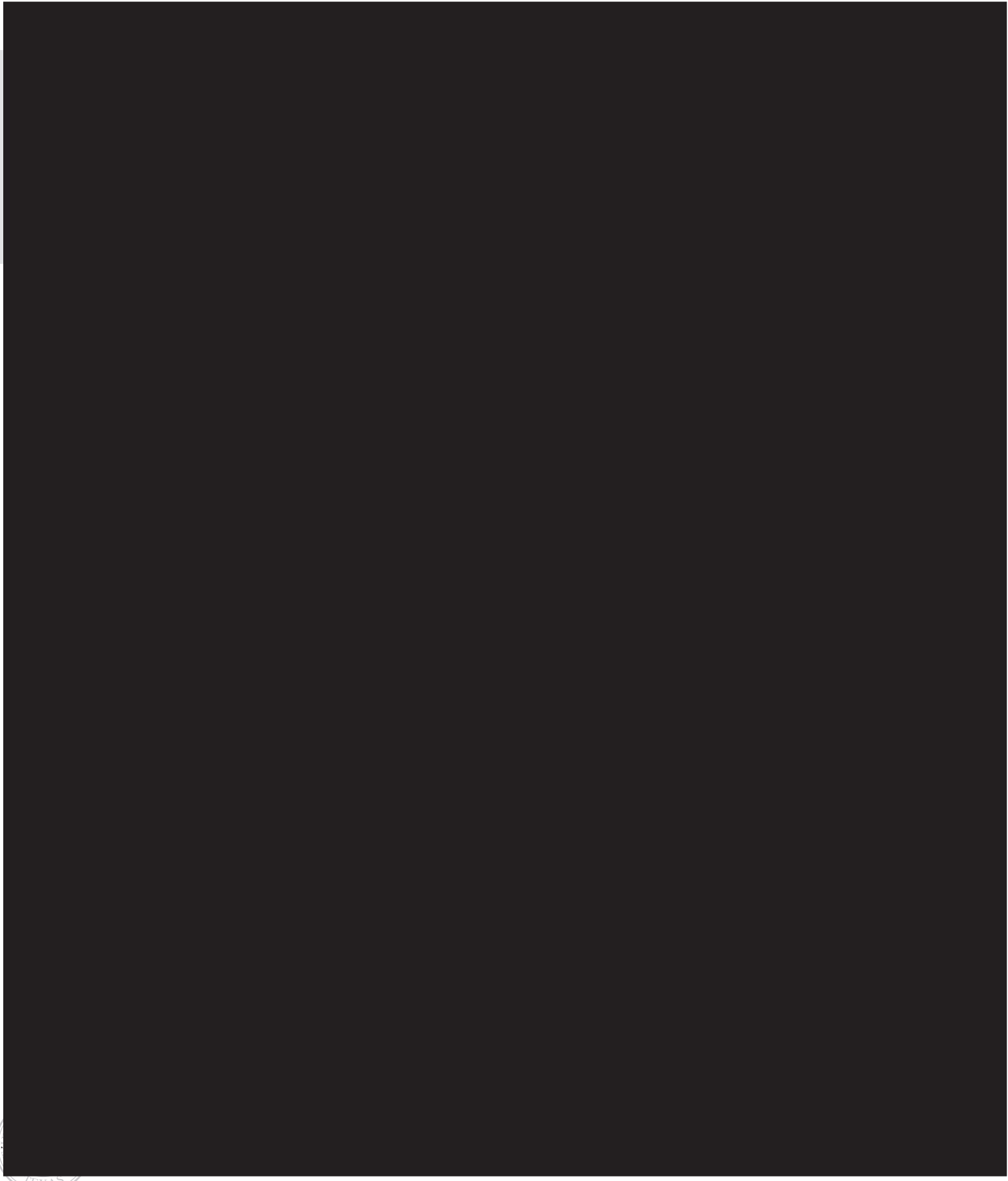


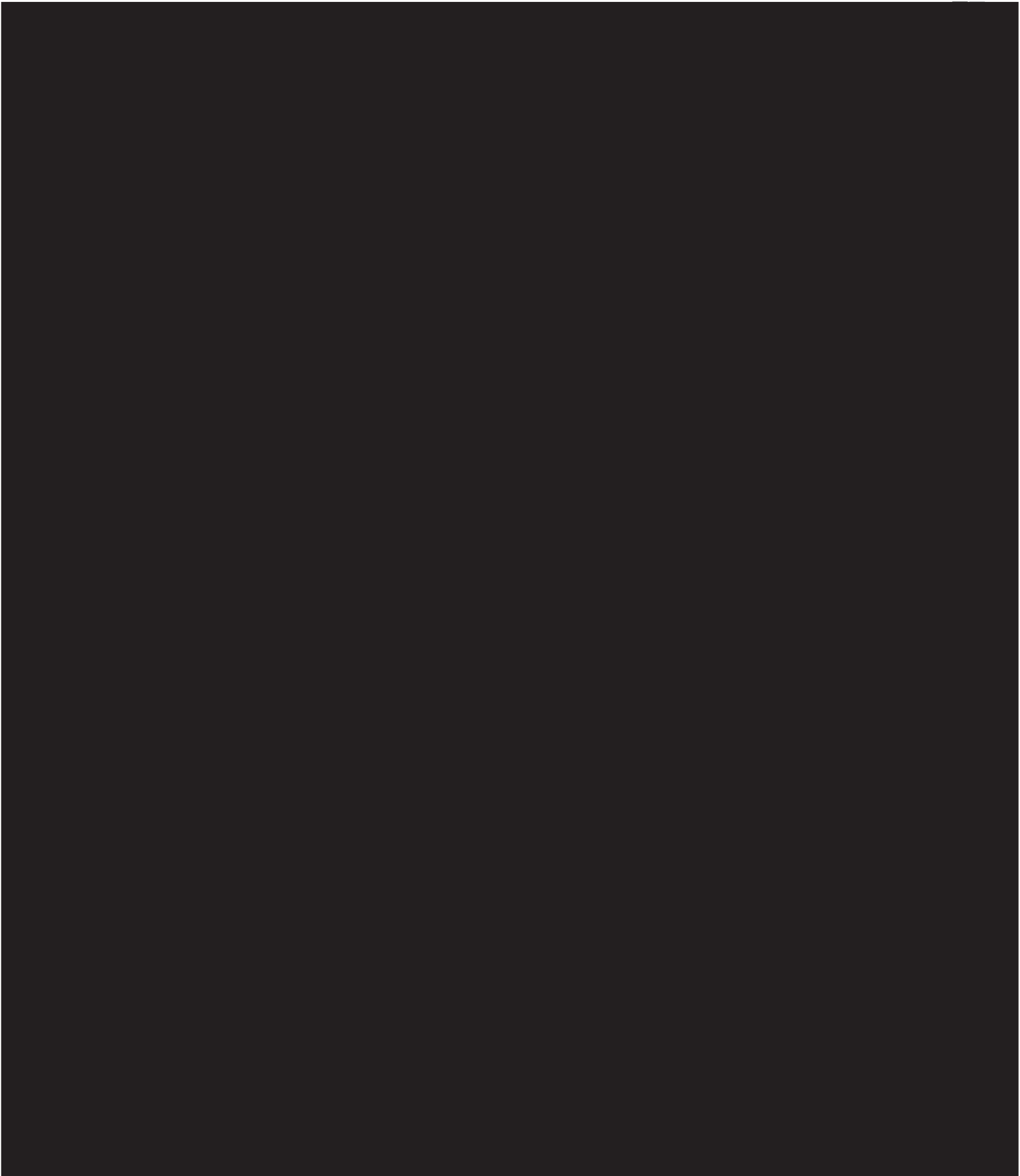


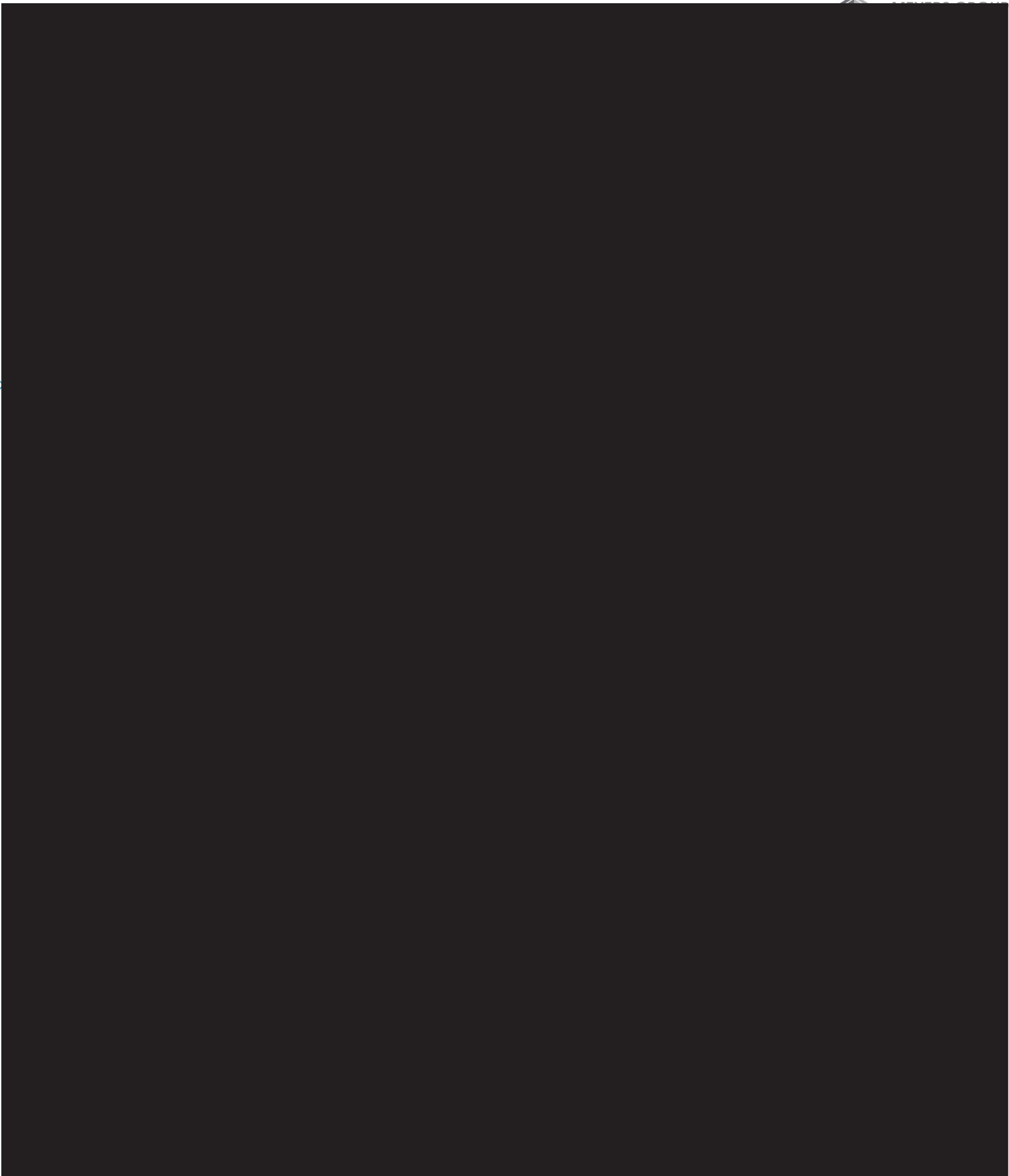
TAB 5/
ADDENDA









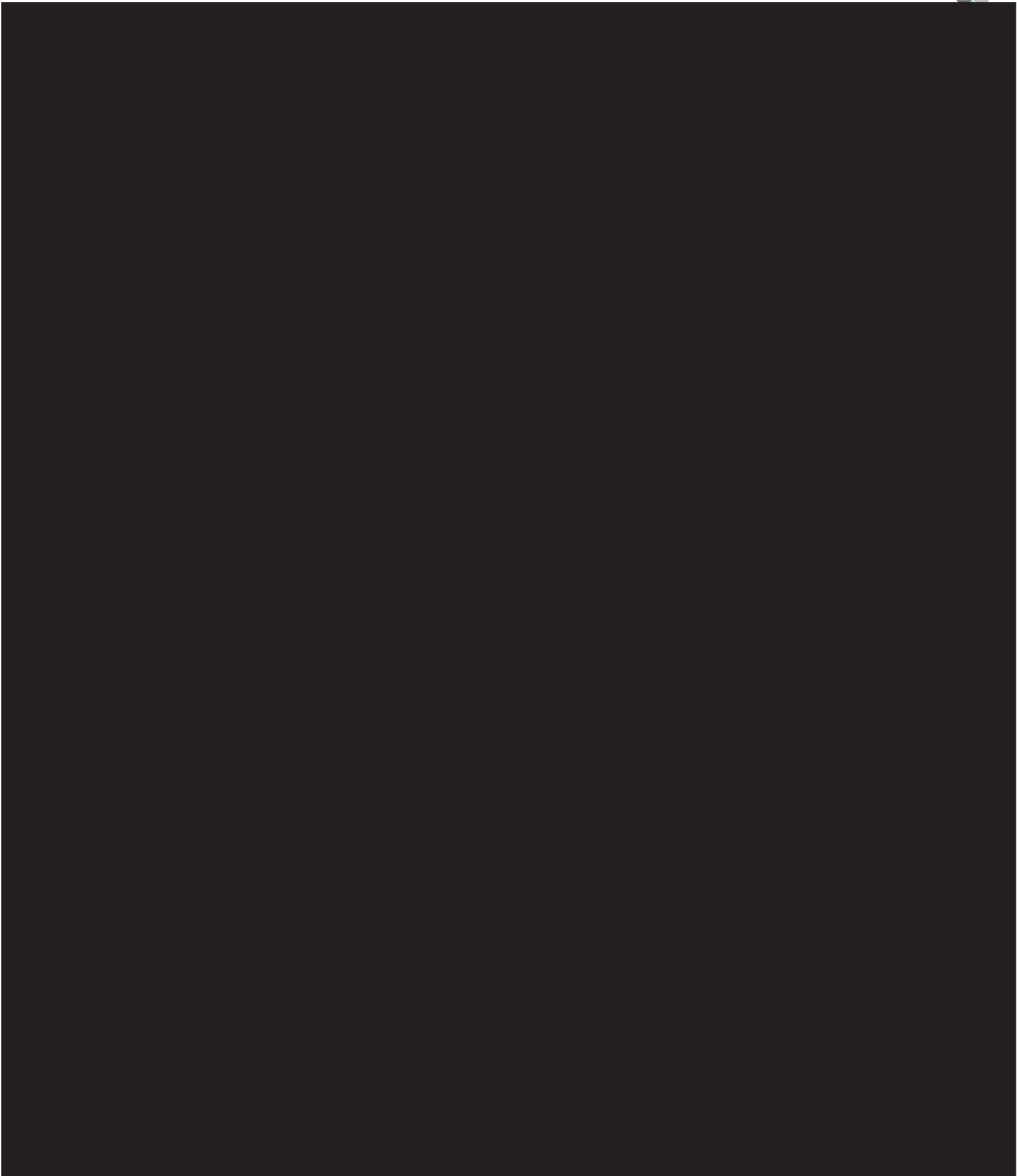




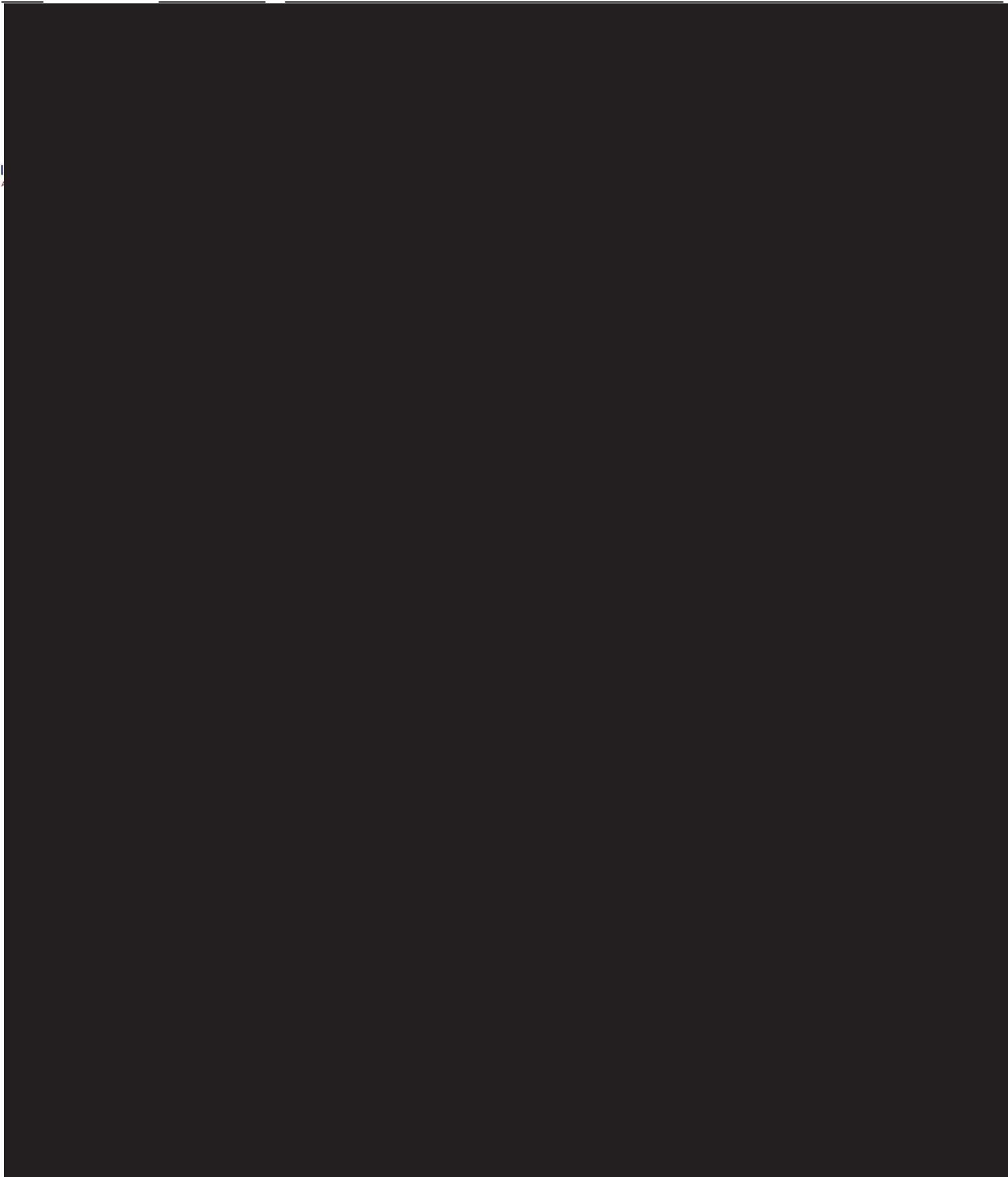


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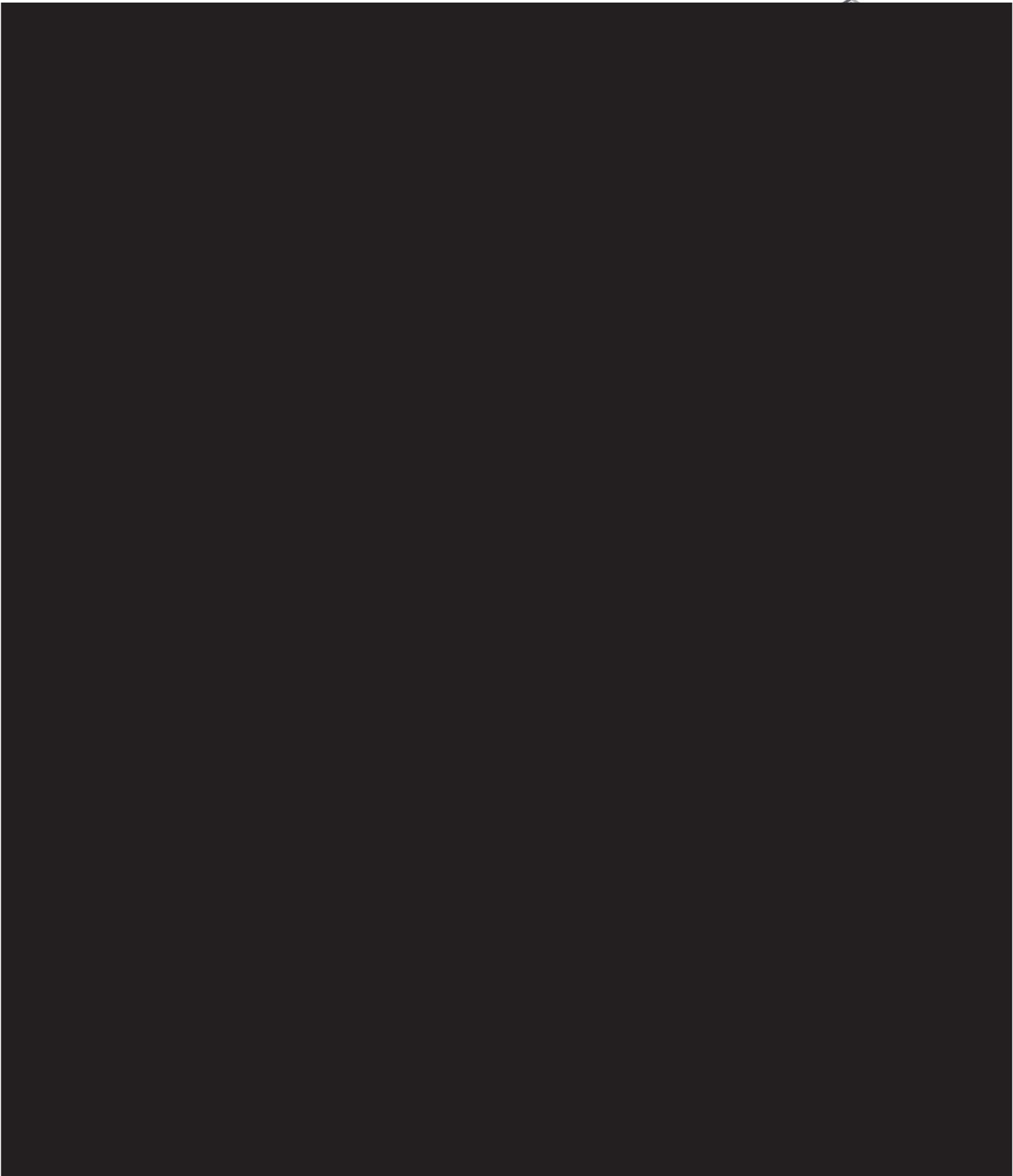


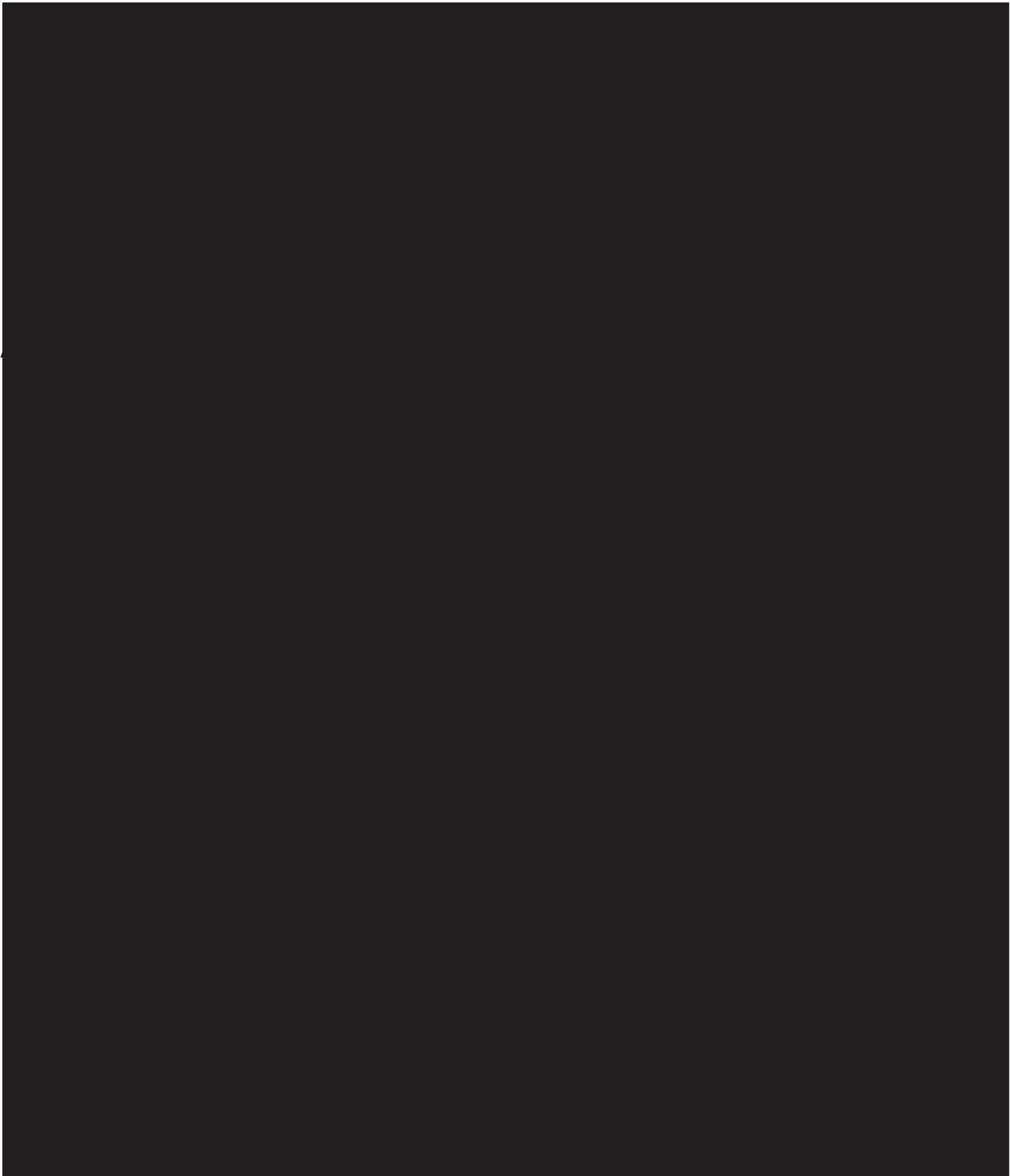


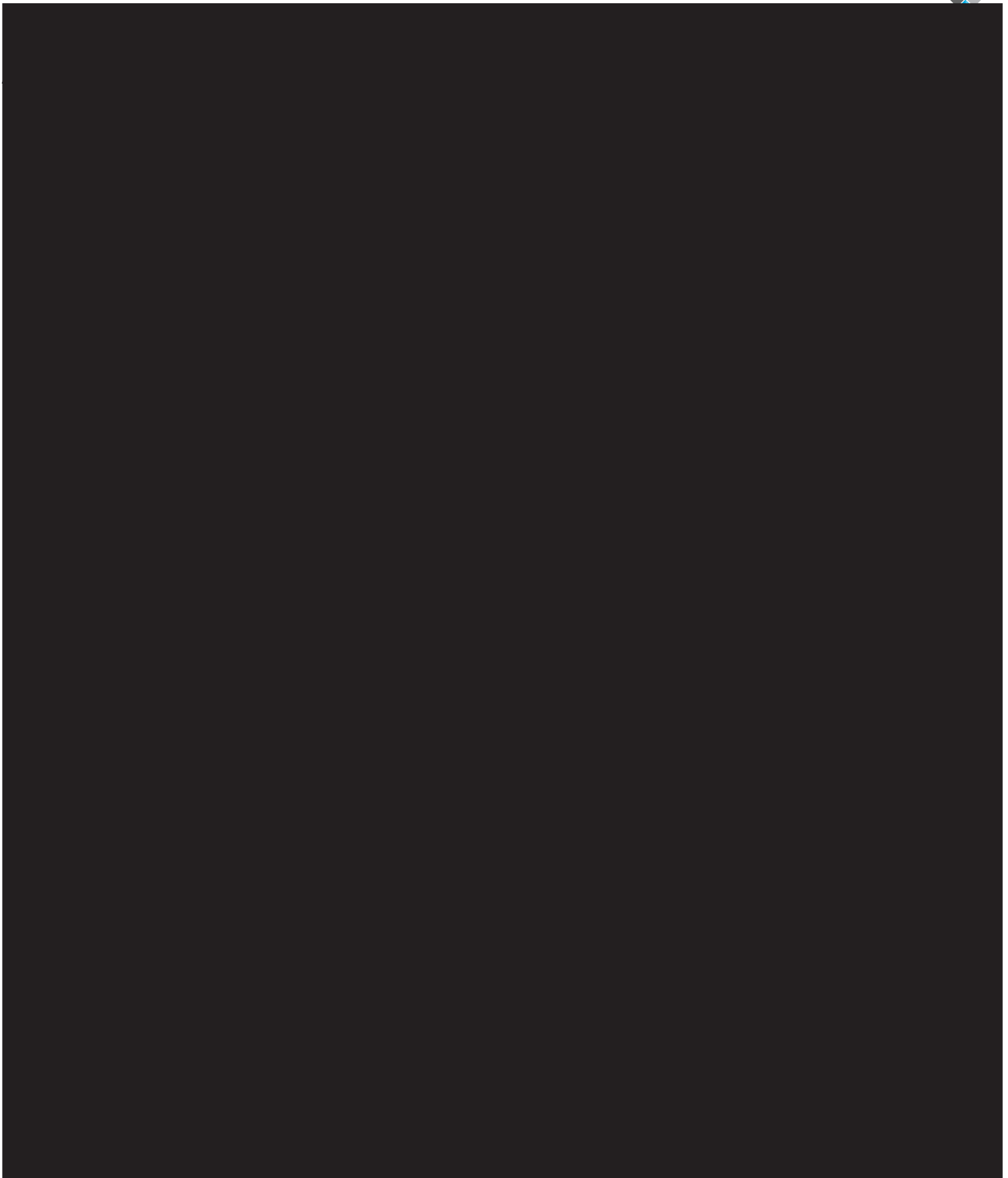


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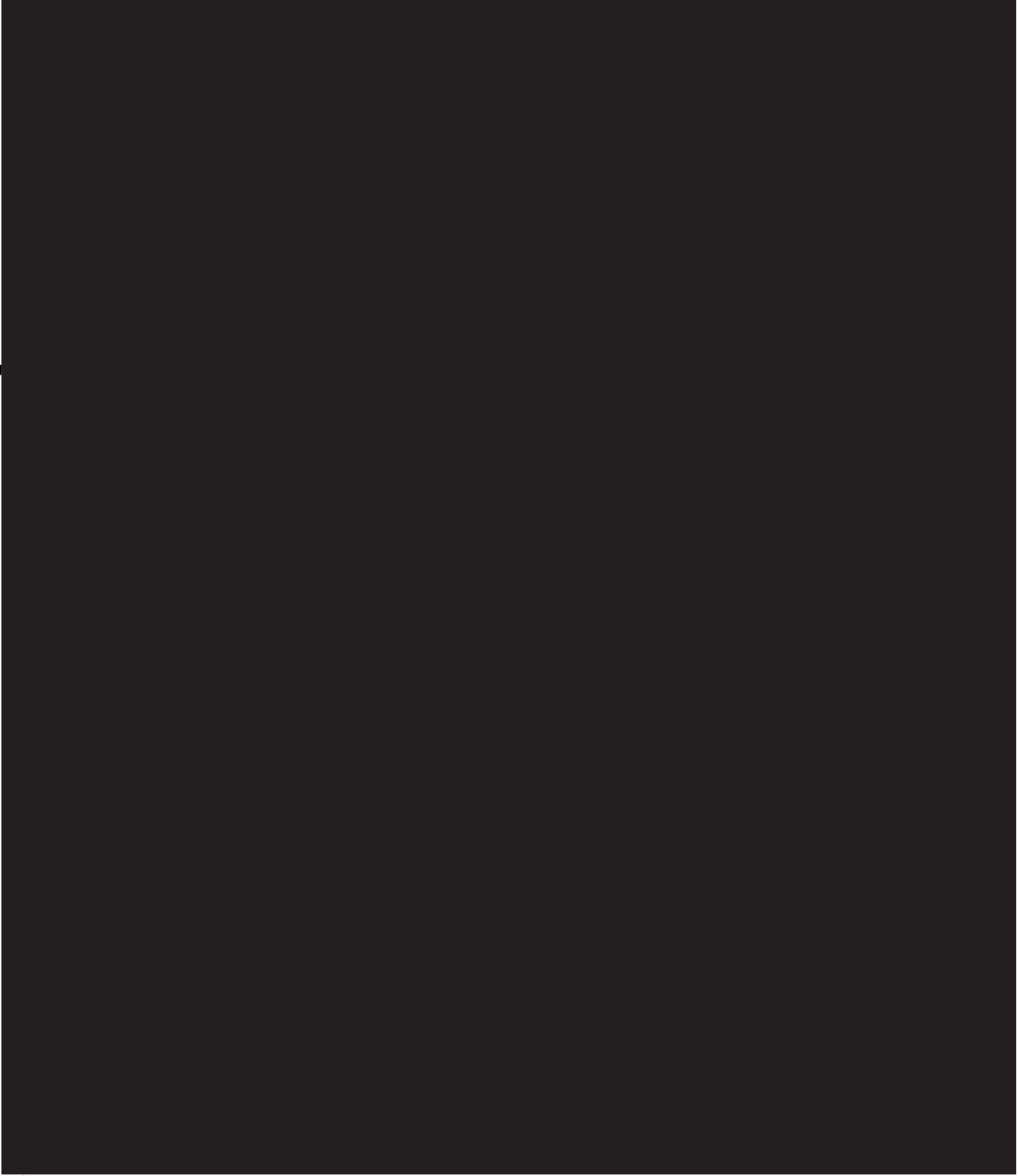
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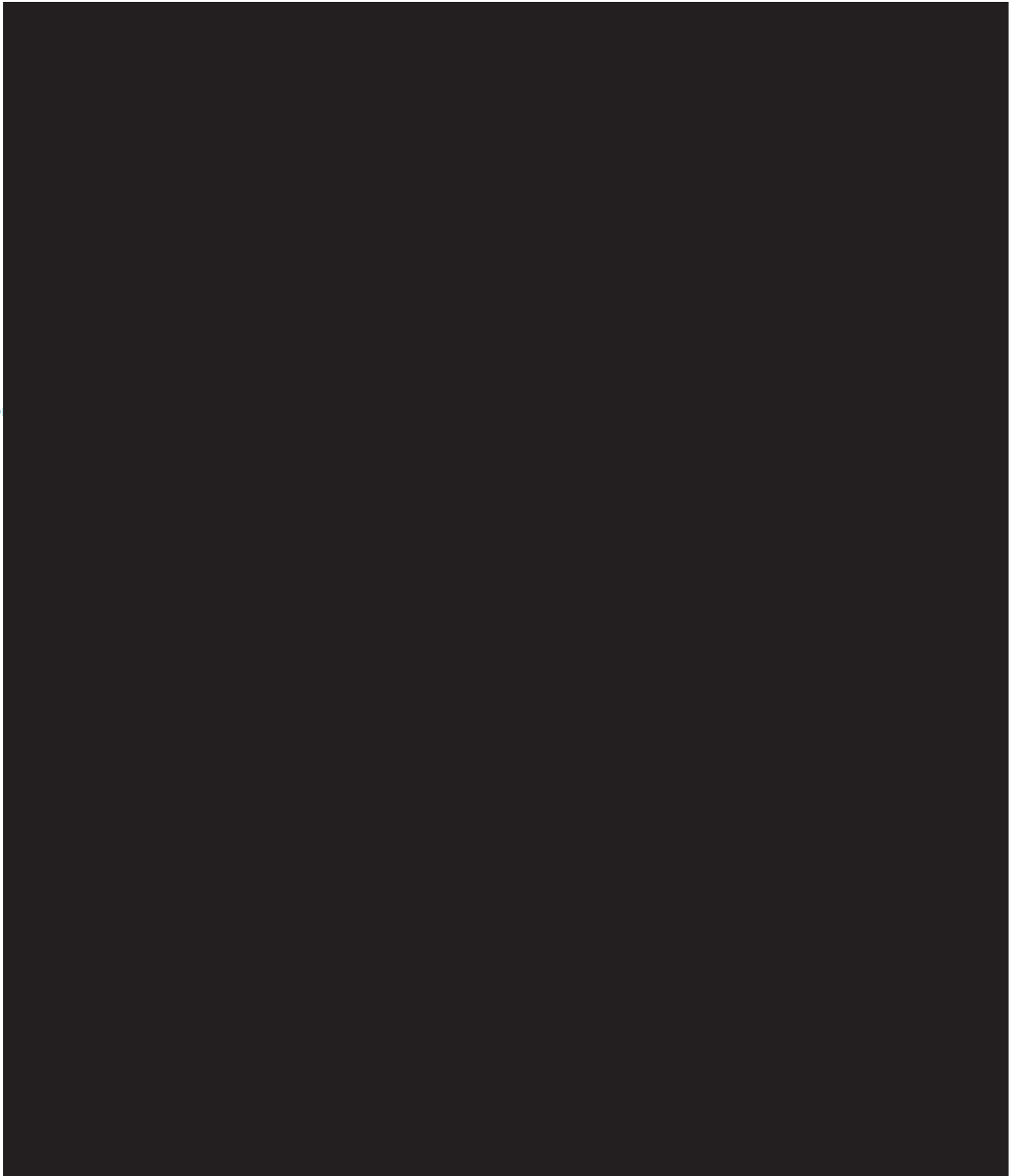
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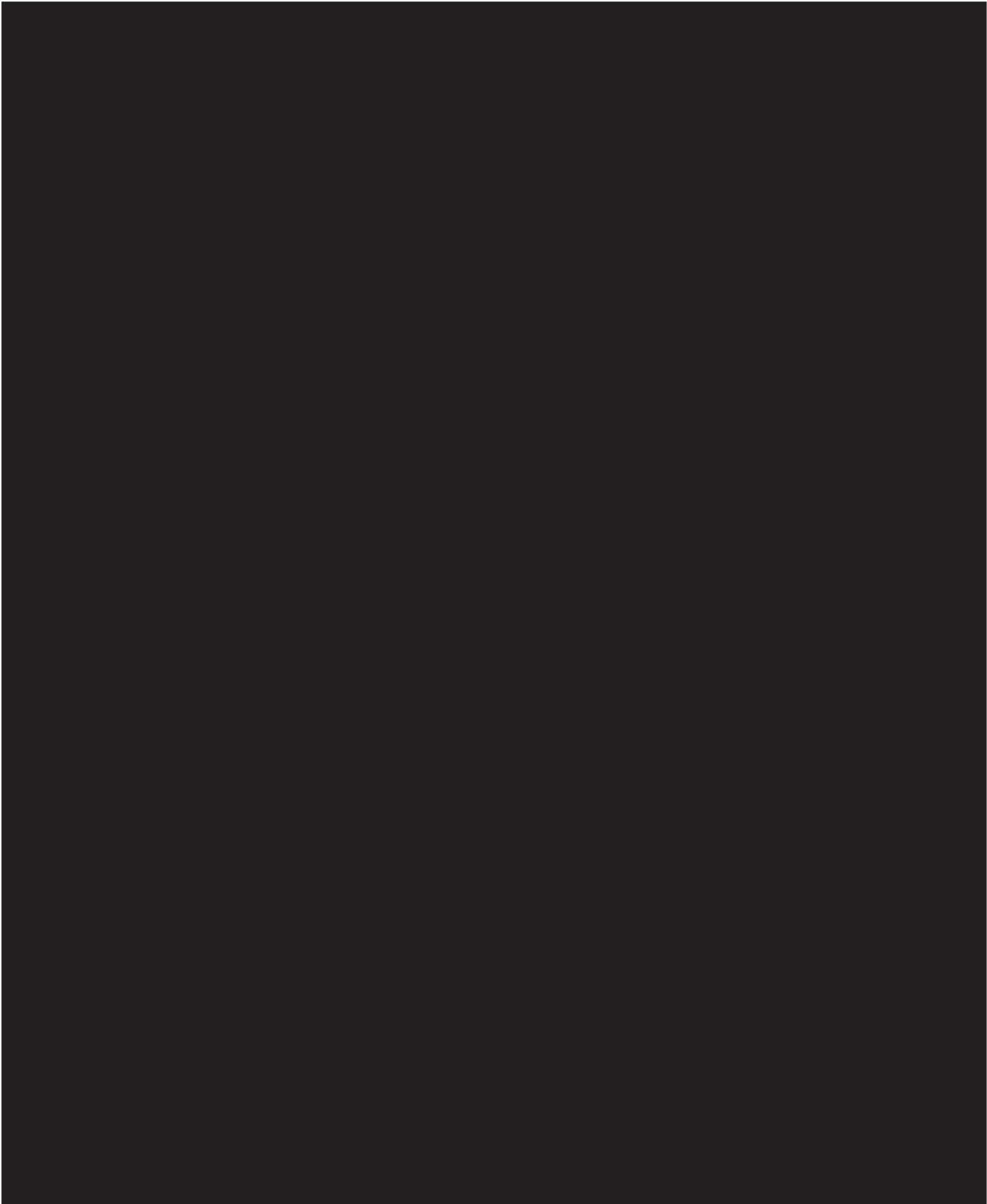


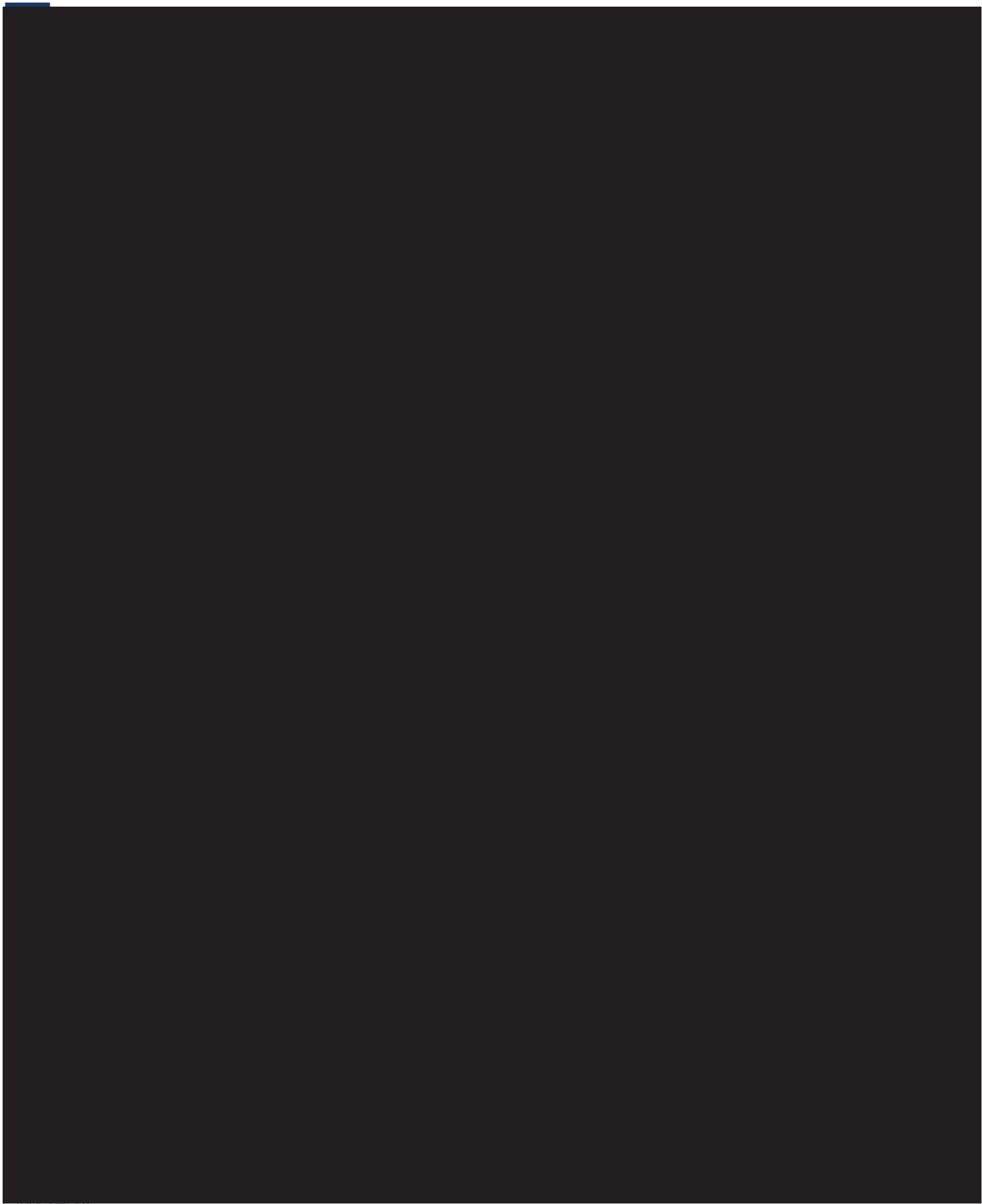


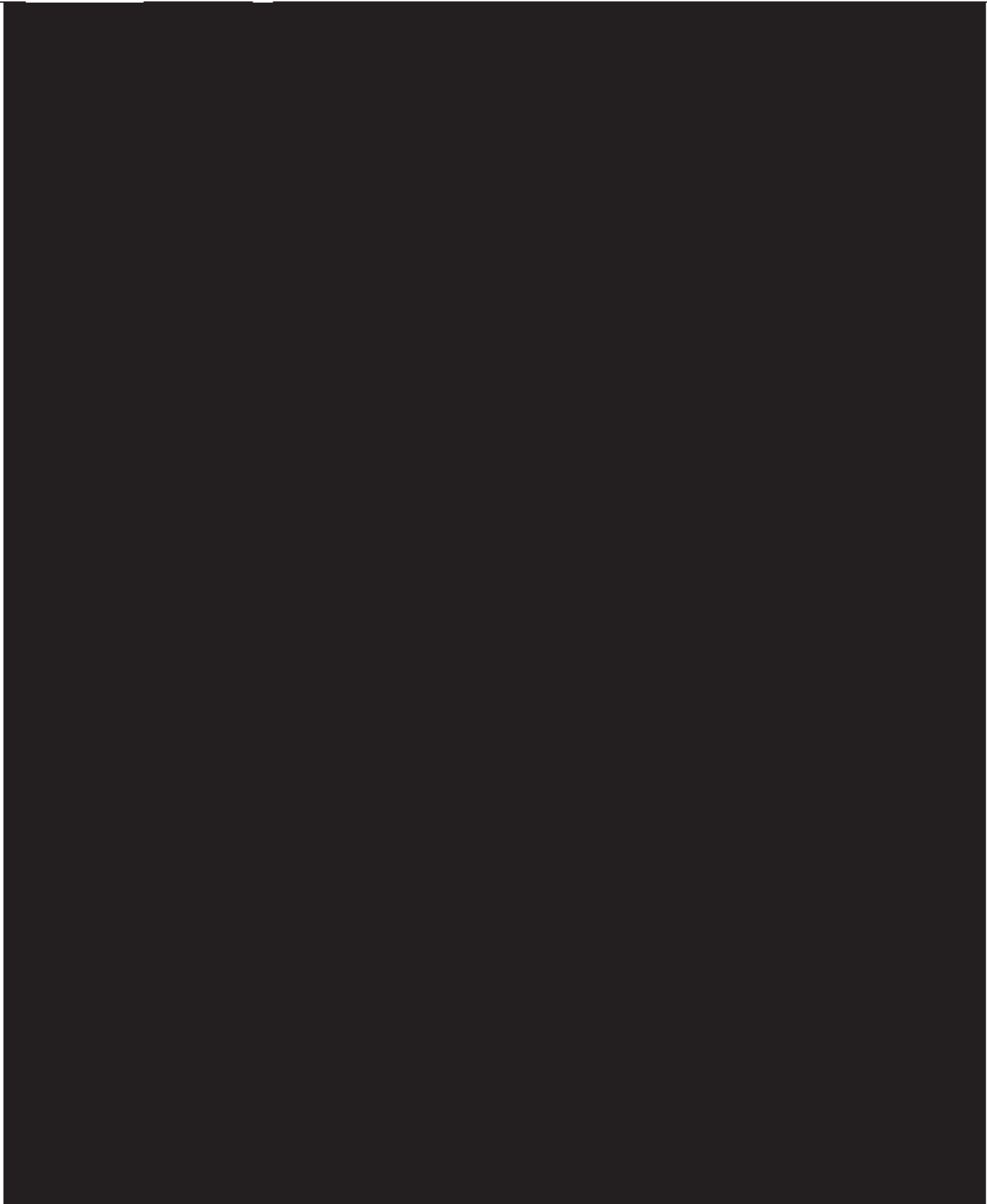


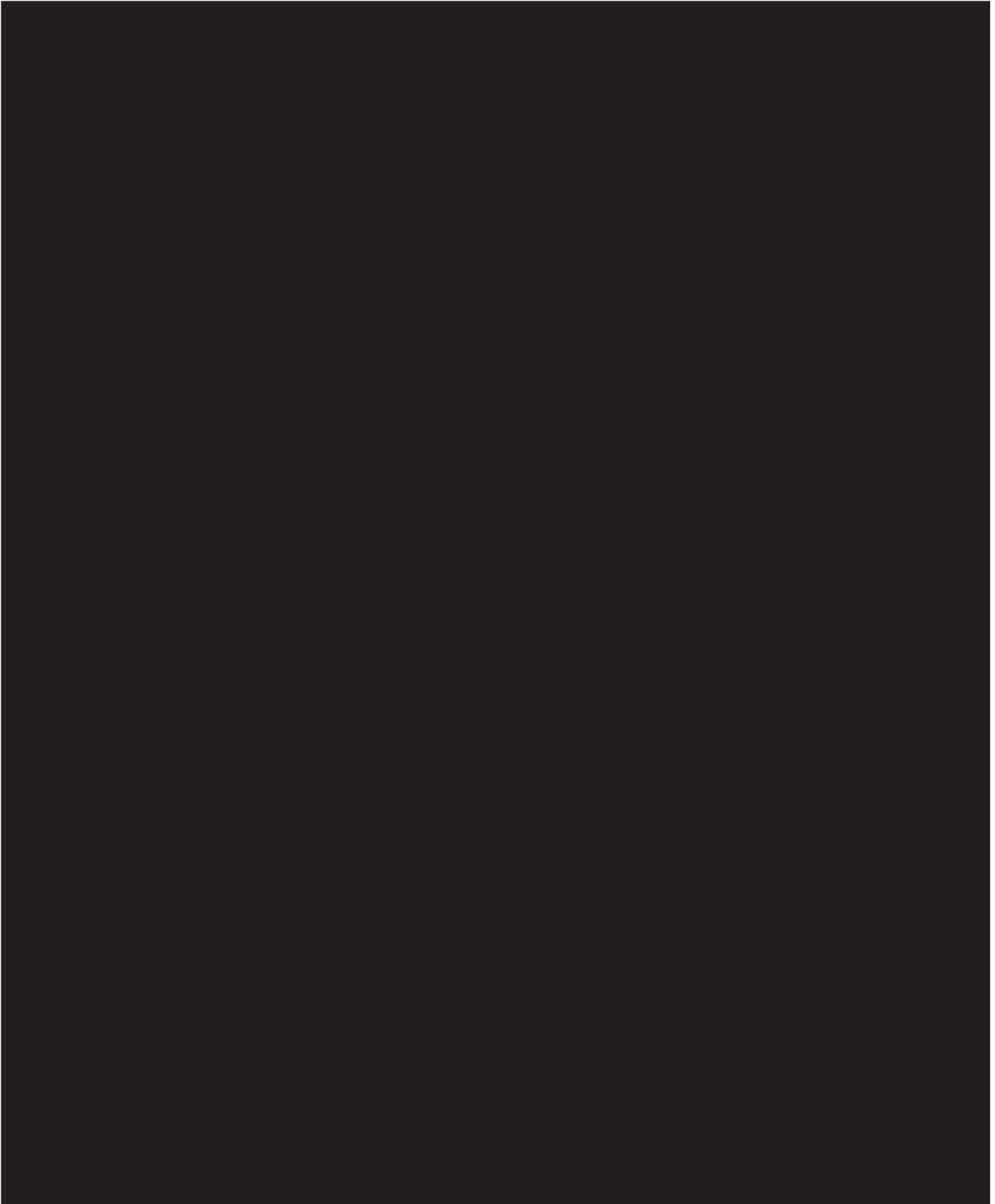




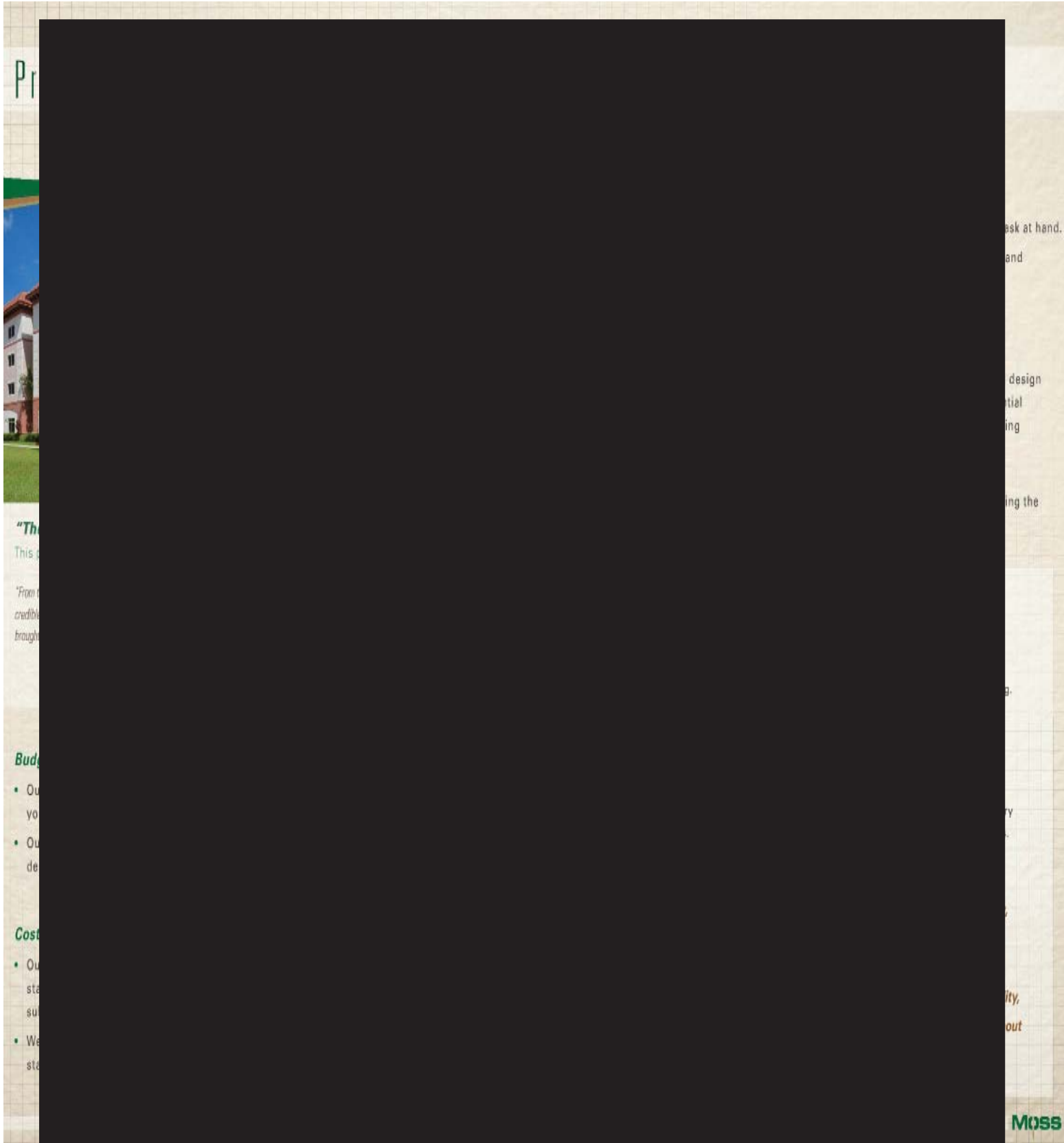












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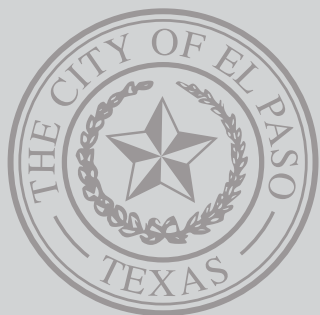
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TAB 6/
CERTIFICATES & ASSERTIONS

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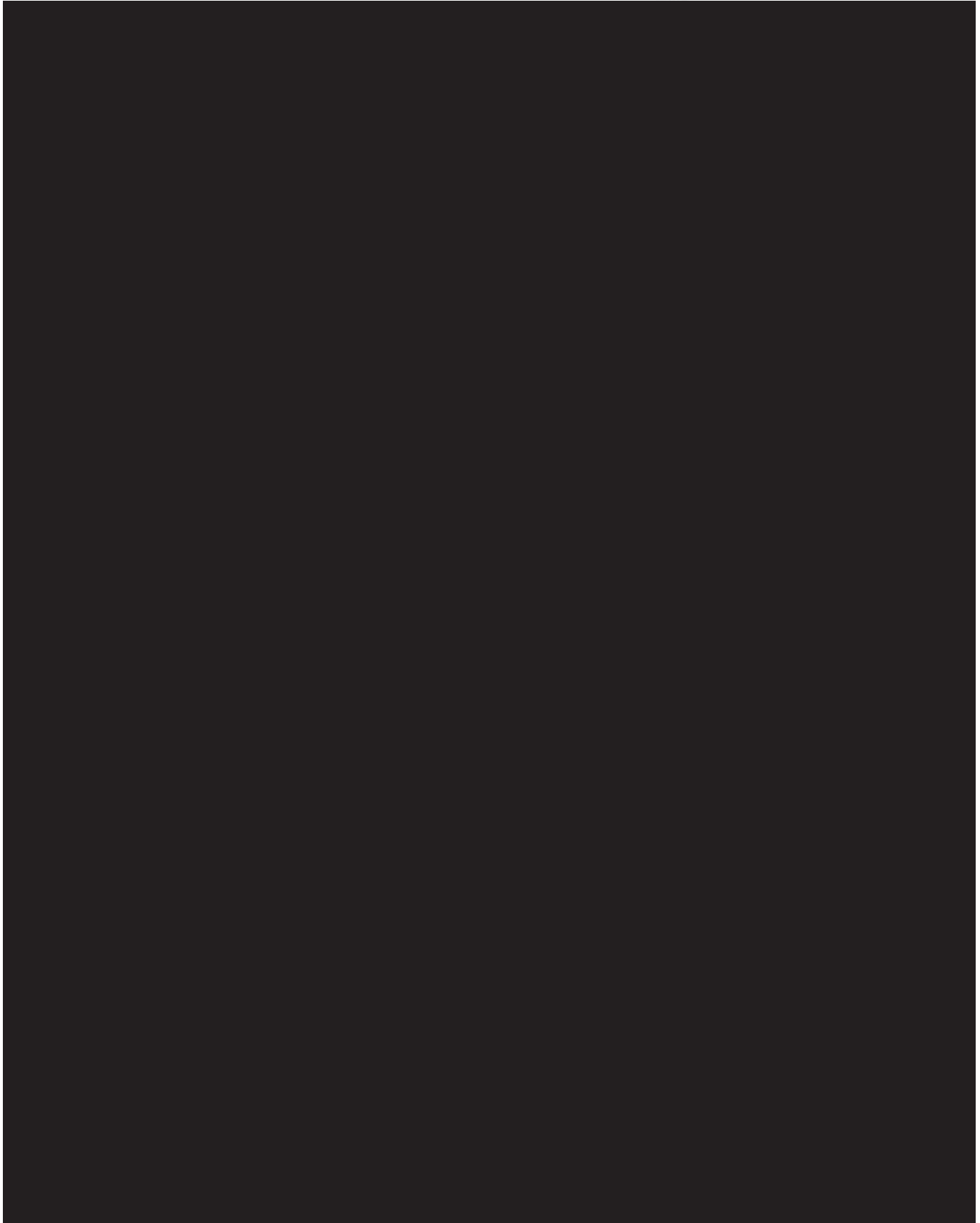


























RESPONDENT : MEYERS GROUP DEVELOPMENT, LLC

YEARS IN EXISTENCE: 20 years*

OFFICE LOCATIONS: 5772 N. Mesa Street 2600 S. Douglas Rd., Suite 1000
El Paso, Texas 79912 Coral Gables, Florida 33134

NO. EMPLOYEES : 5 Employess ** 8 Employess

RESPONDENT: II SABES,LP

YEARS IN EXISTENCE: 17 years

OFFICE LOCATIONS: 444 Executive Center Blvd., #238 8201 Lockheed Drive, Suite 235
El Paso, Texas 79902 El Paso, Texas 79925

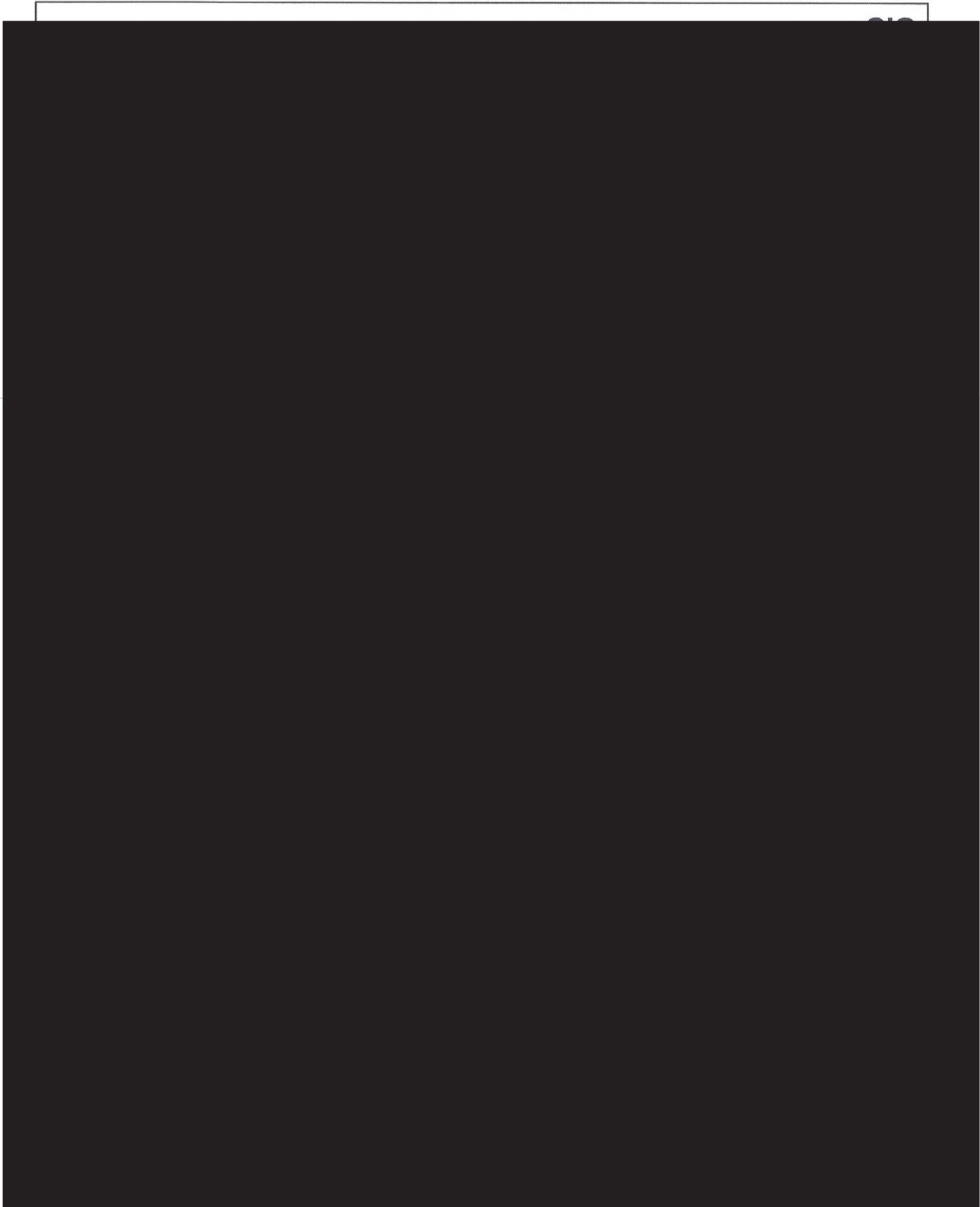
NO. EMPLOYEES : 4 Employess 4 Employess

ALL RESPONDENT-ENTITIES ARE AUTHORIZED TO DO BUSINESS IN AND IS IN GOOD STANDING WITH THE STATE OF TEXAS.

* Years reflected for both Respondents include their parent and affiliated companies.
** Numbers of employees given for each Respondent-entity include employees working at corporate offices.







CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ



CONFLICT OF INTEREST QUESTIONNAIRE

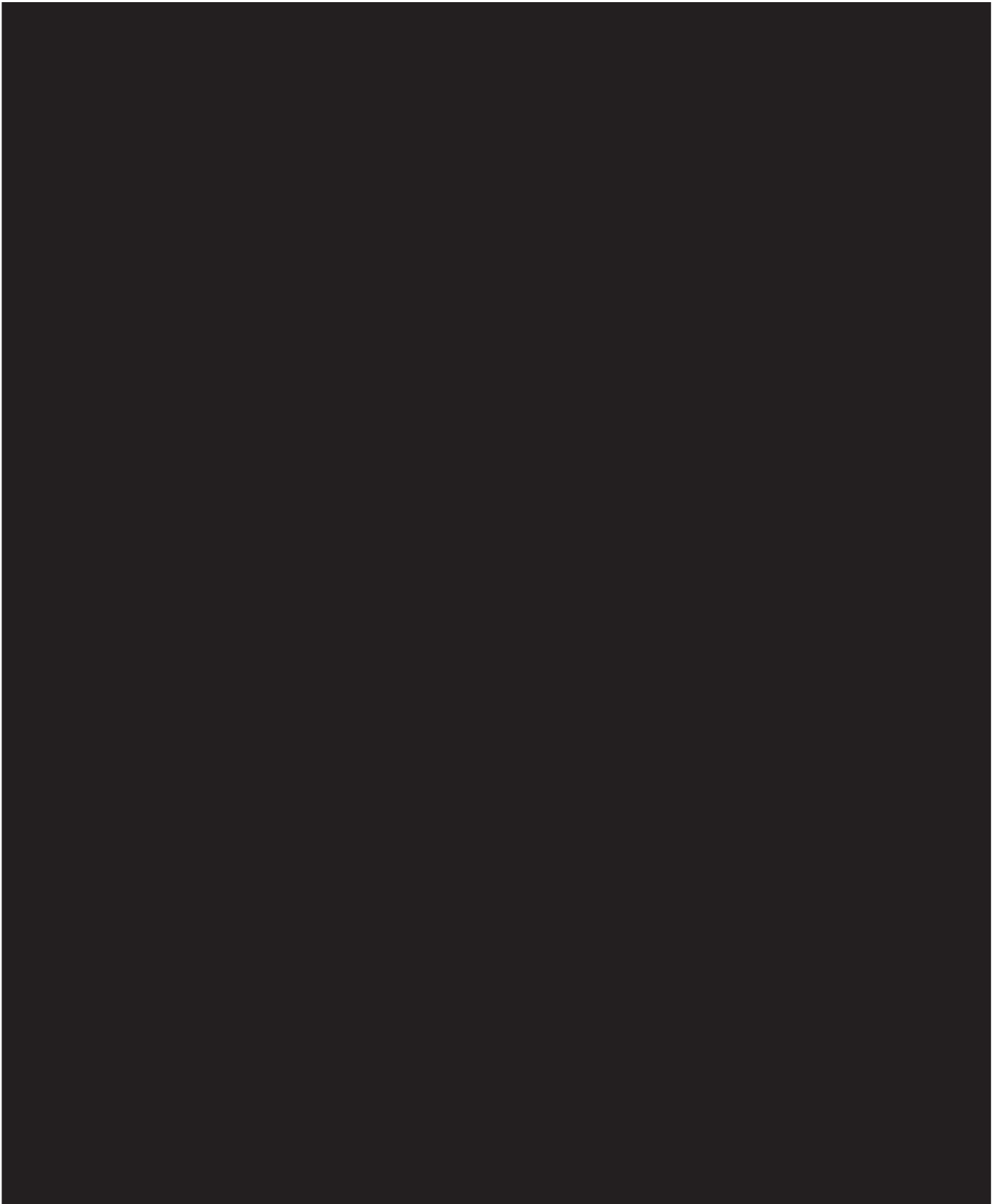
FORM CIQ

For vendor or other person doing business with local governmental entity

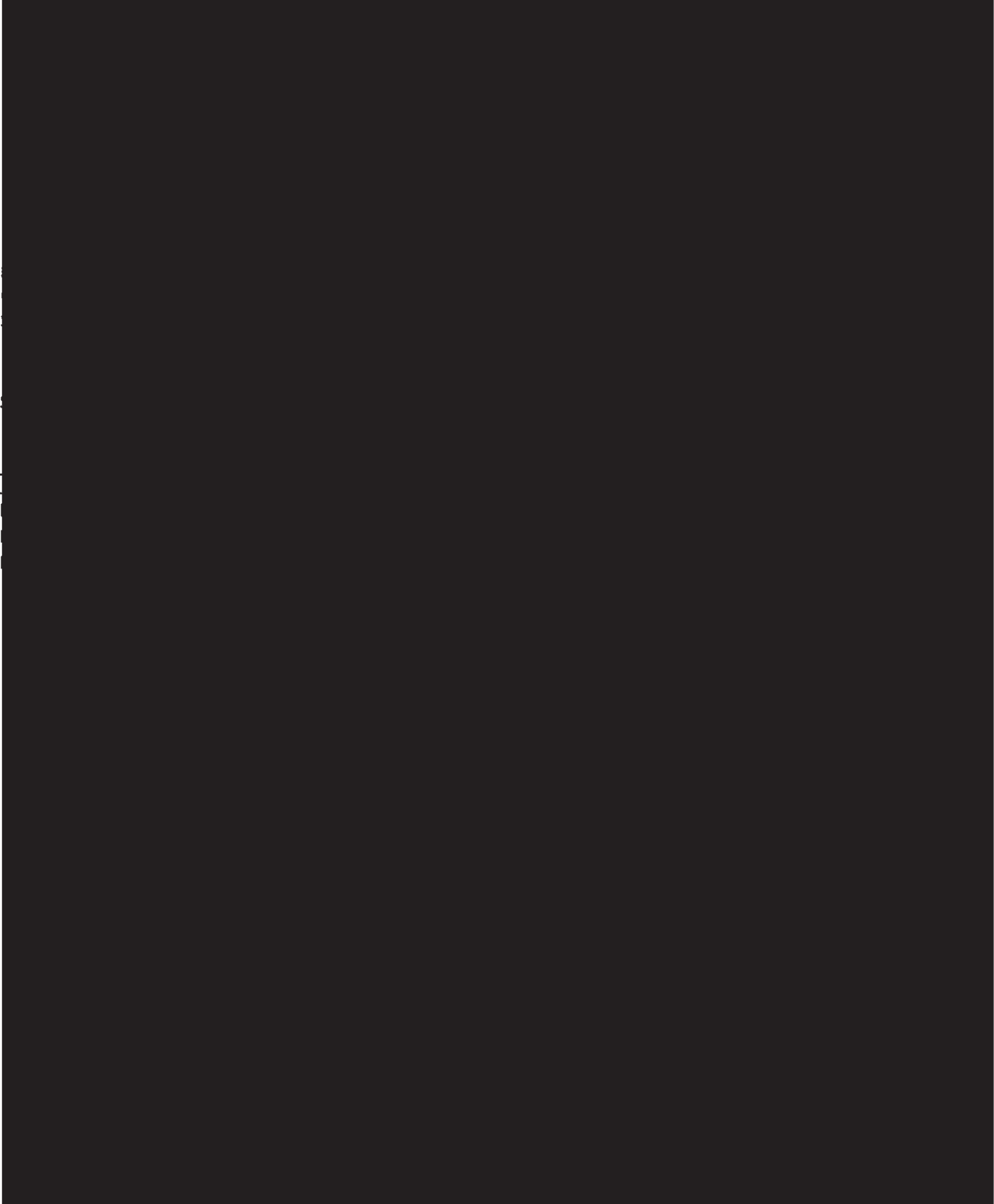








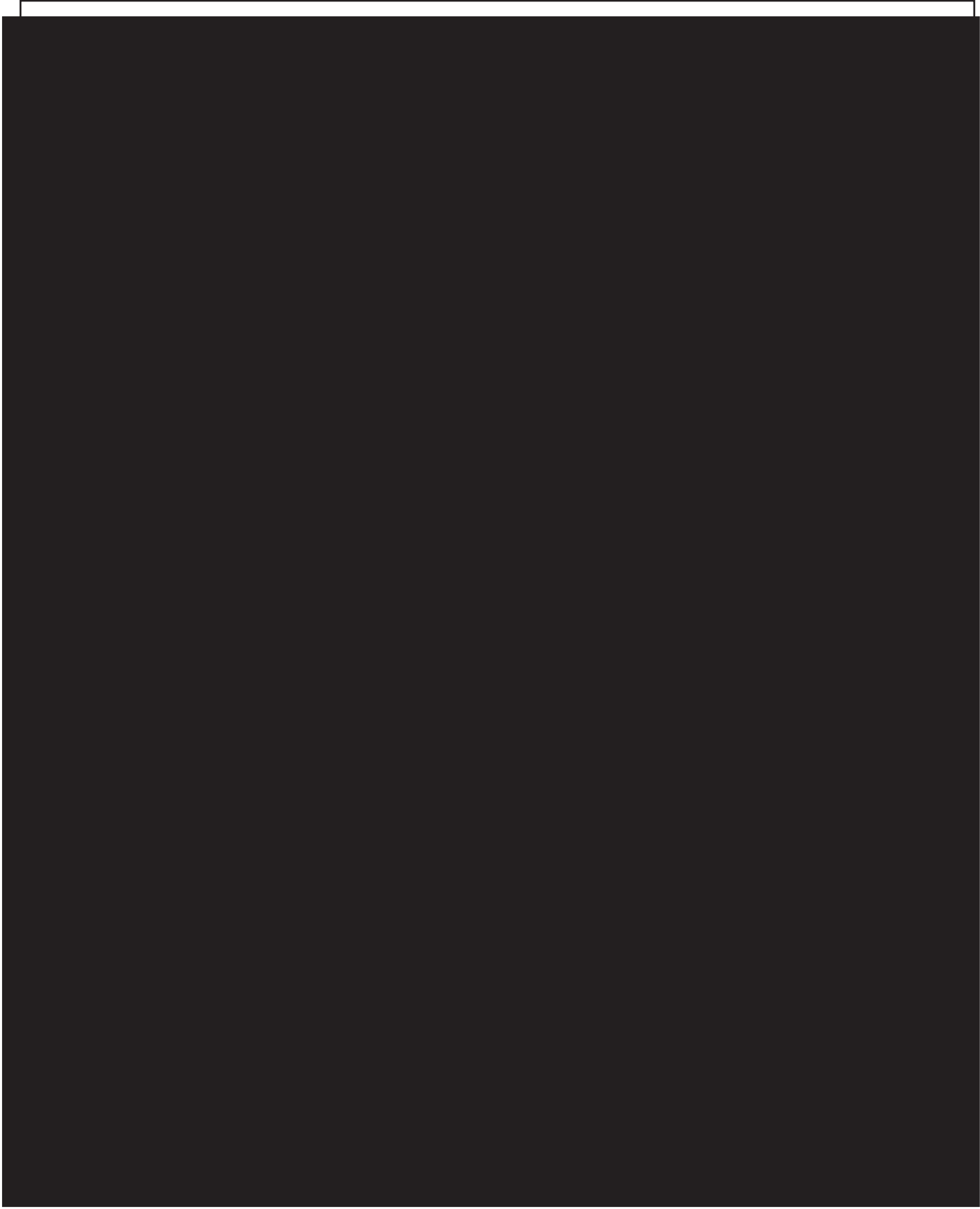




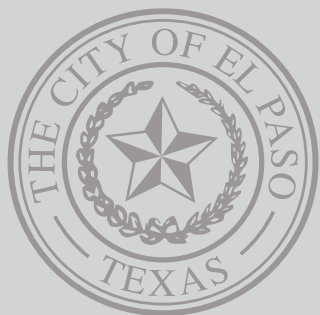






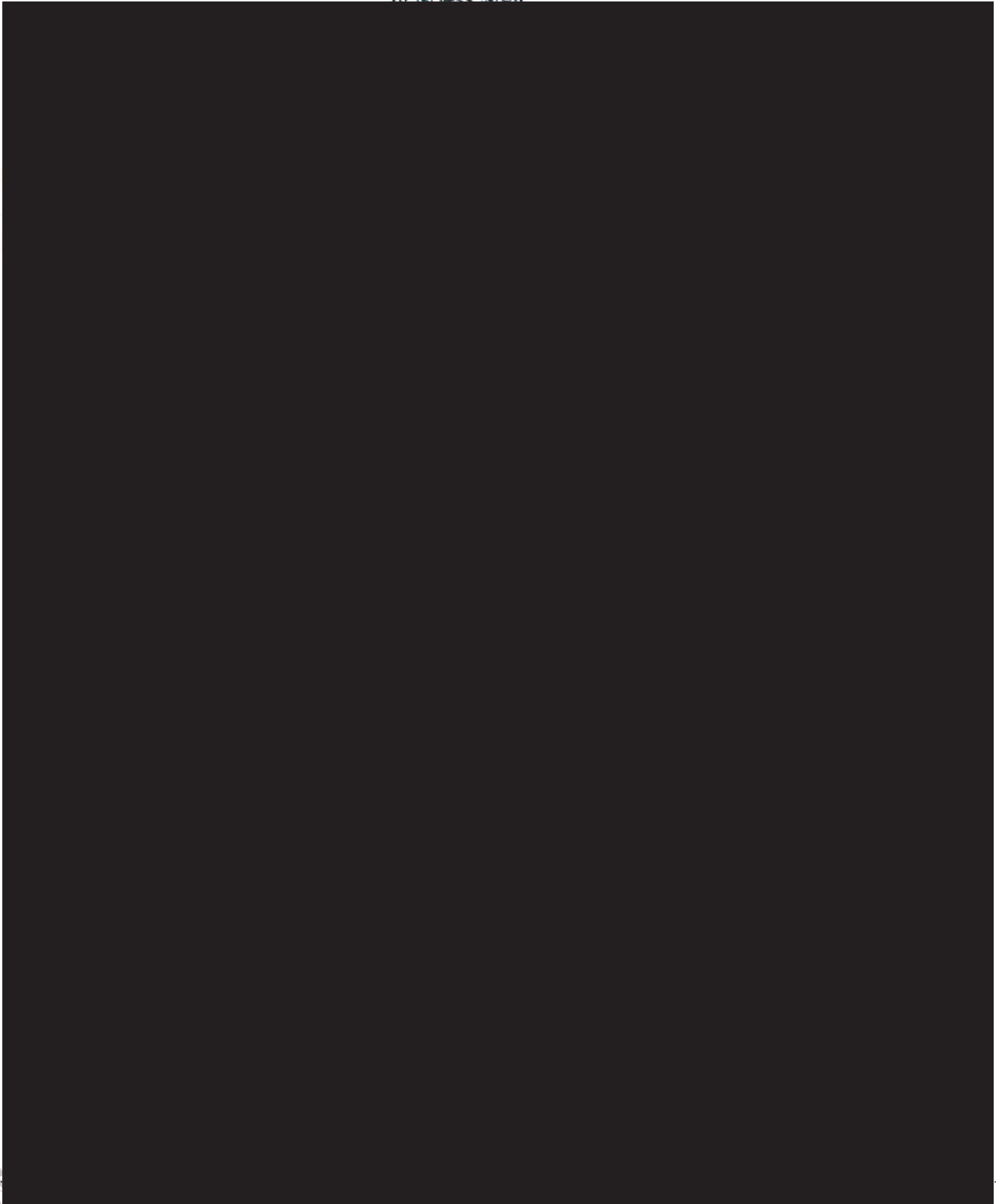


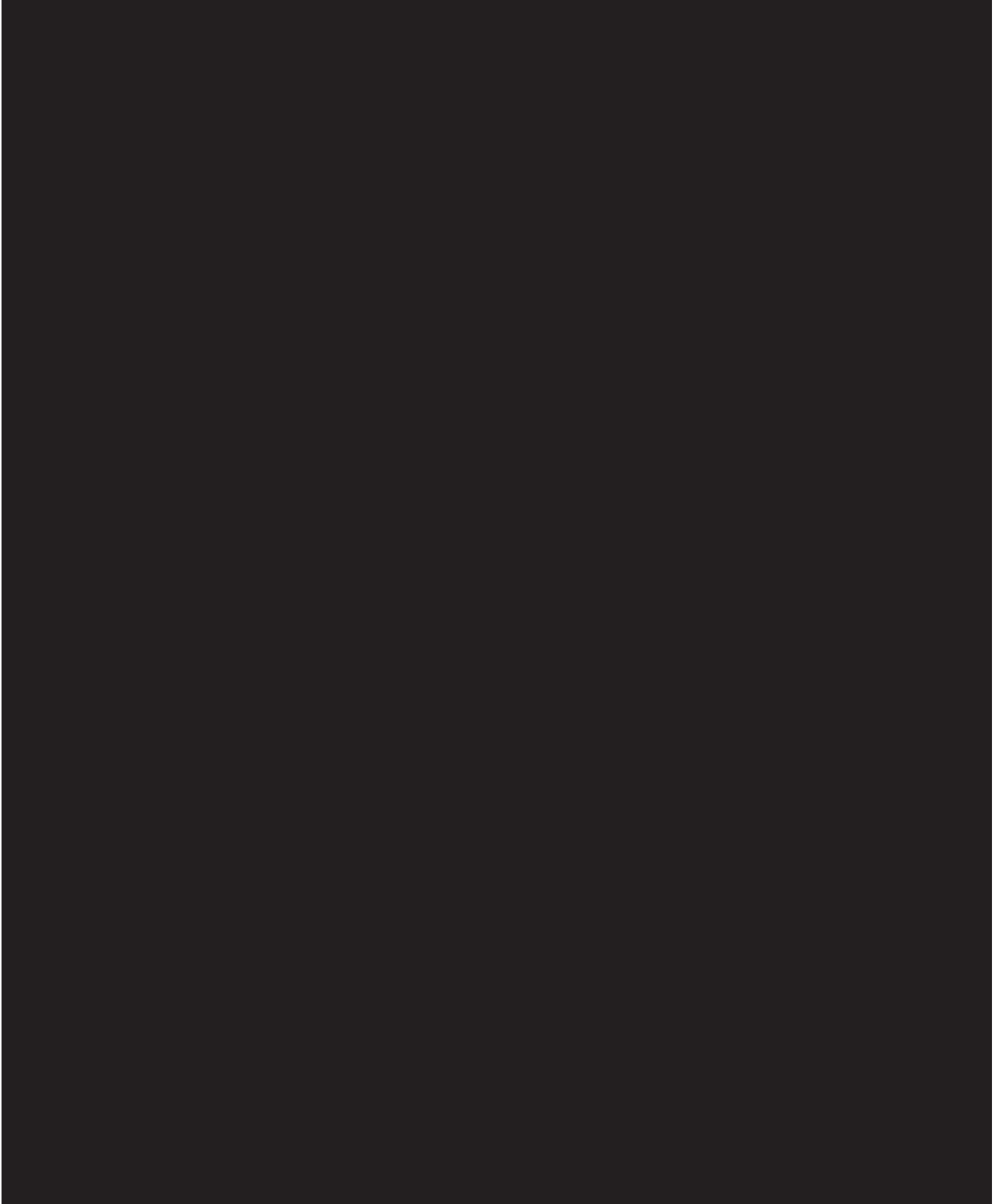




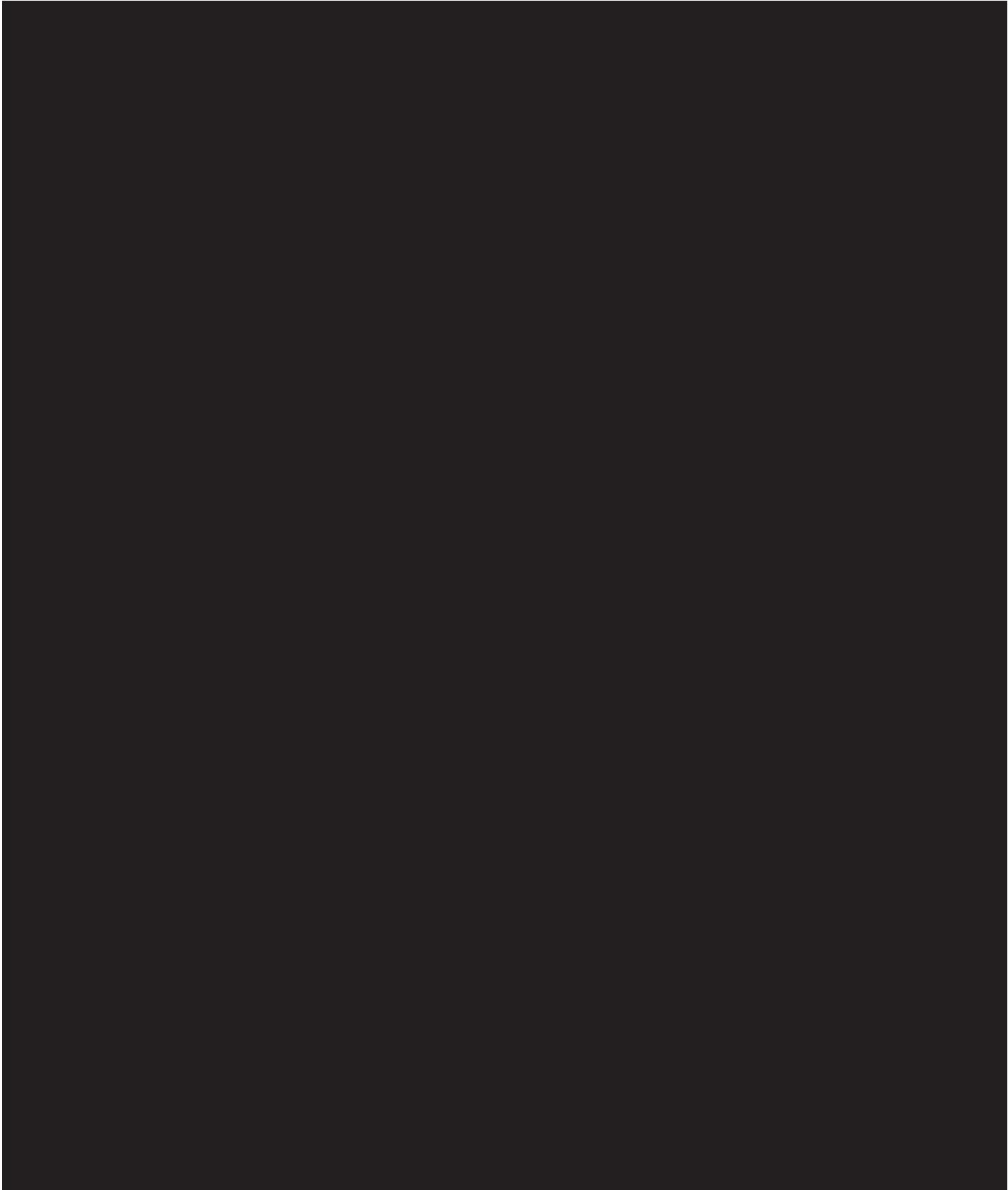
EXIBIT B:









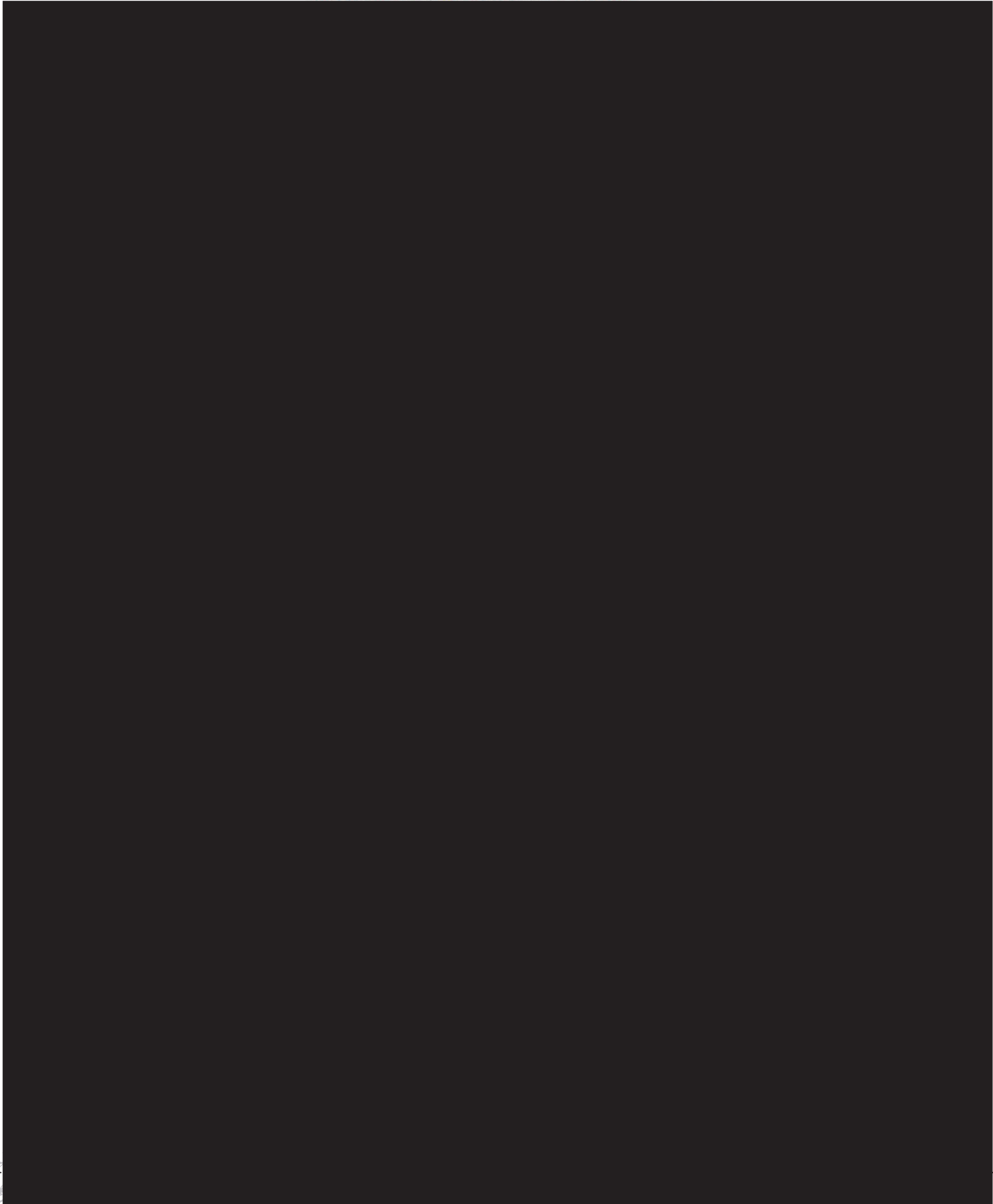


Corporations Section
P.O.Box 13697



Hope Andrade
Secretary of State



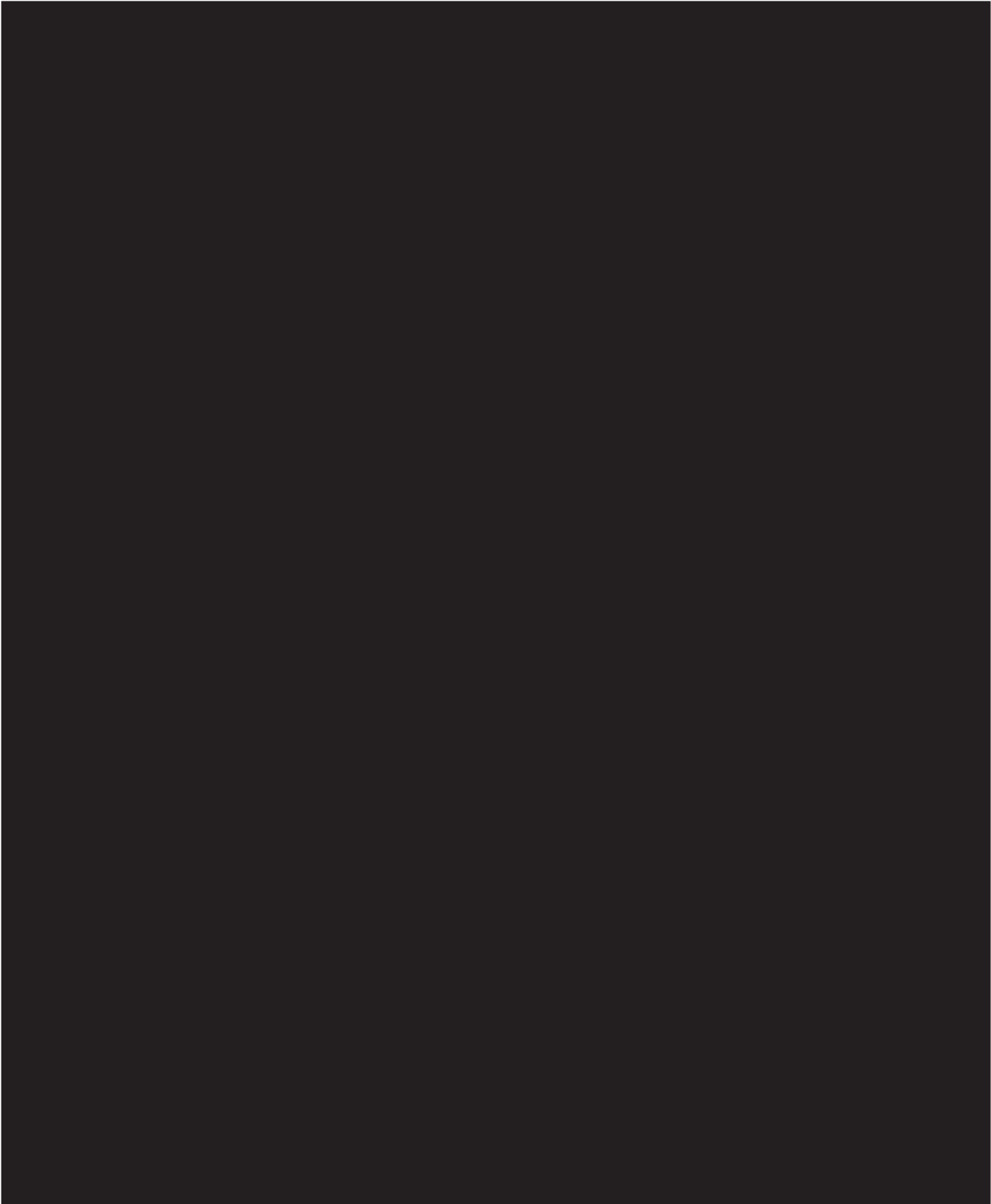










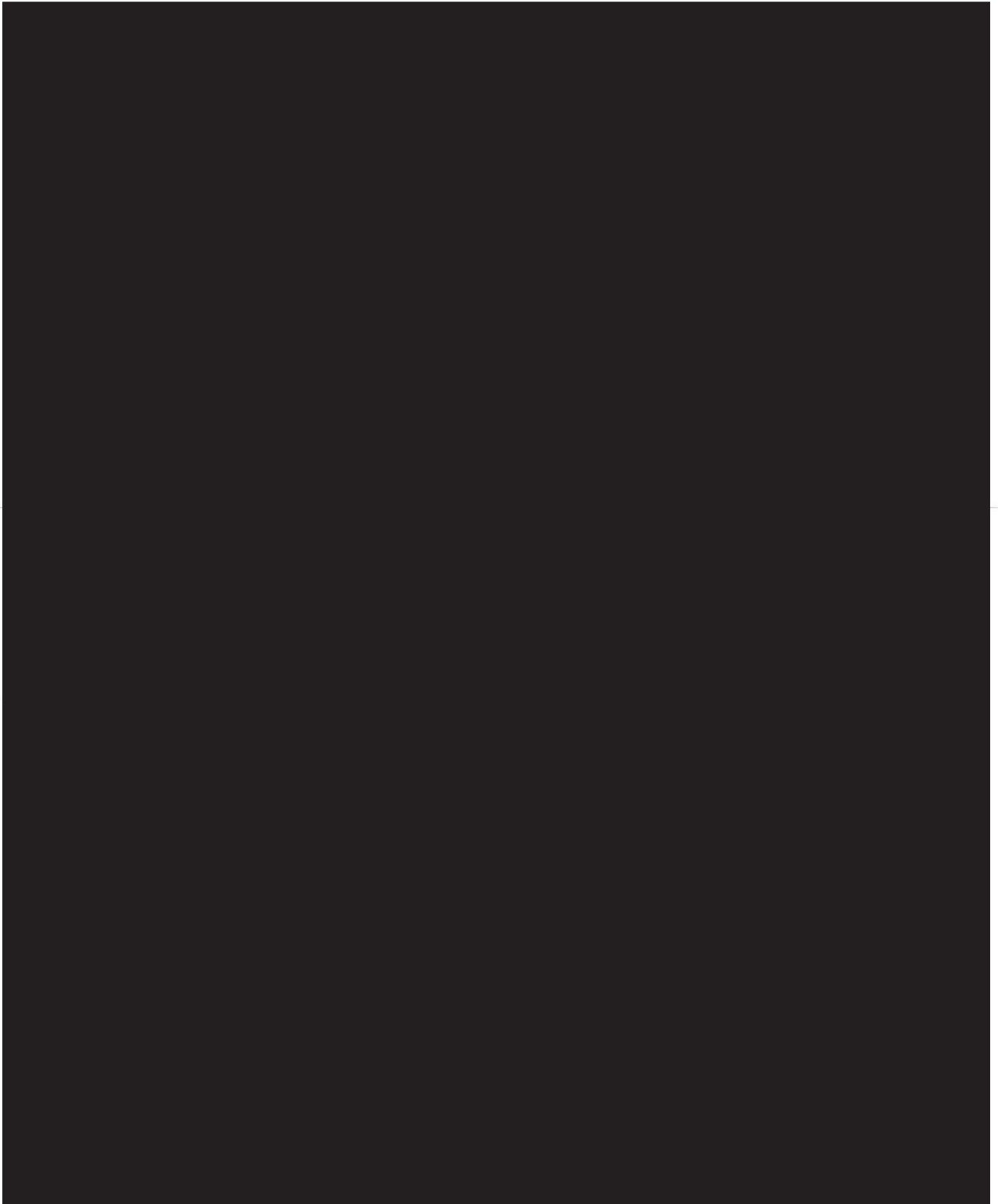




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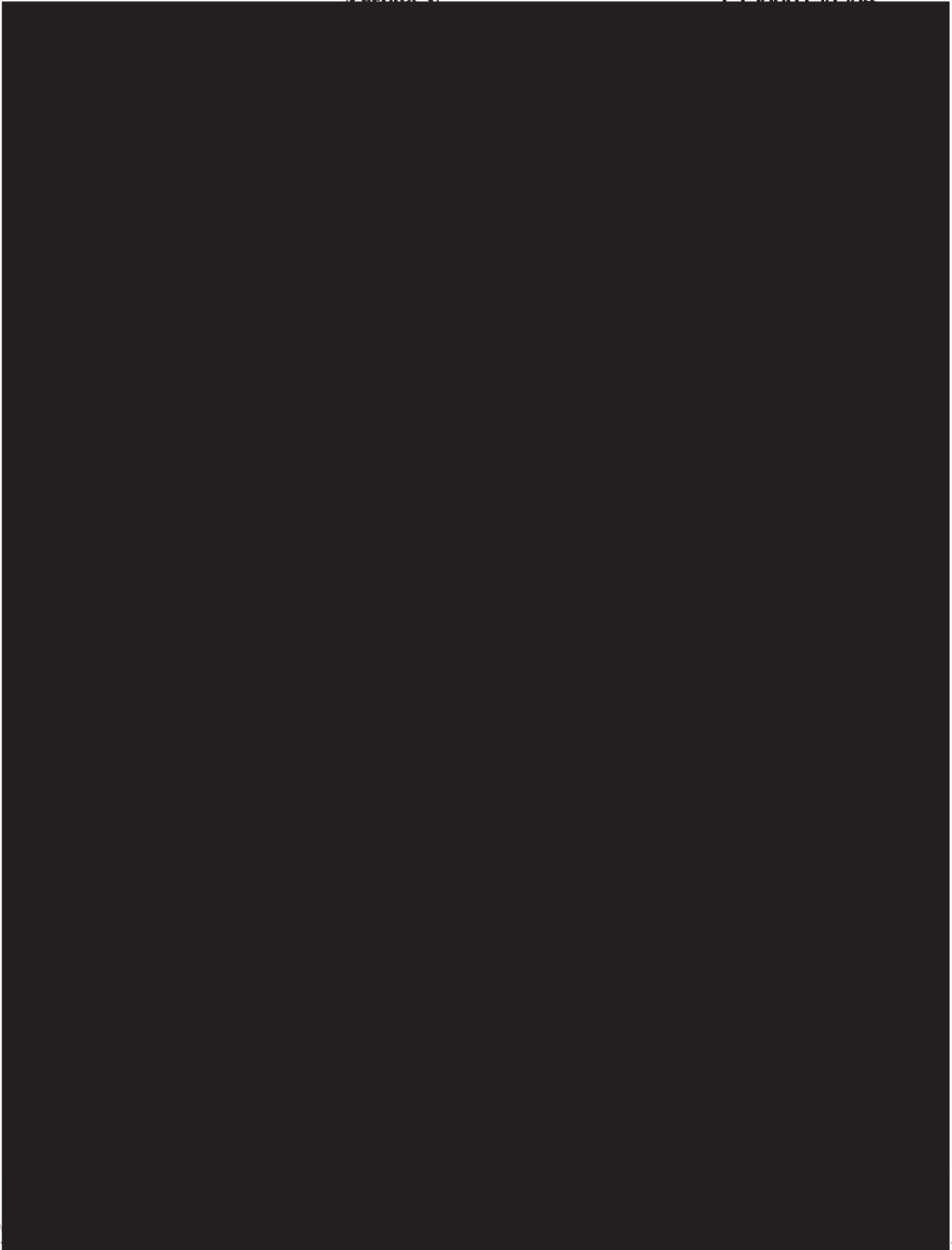






Article V

L 13000156564



State of Florida Department of State

I certify from the records of this office that MEYERS GROUP DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 7, 2013.

The document number of this limited liability company is L13000156564.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on February 2, 2015, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of February,
2016*



Ken Datzner
Secretary of State

Tracking Number: CU0238828160

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





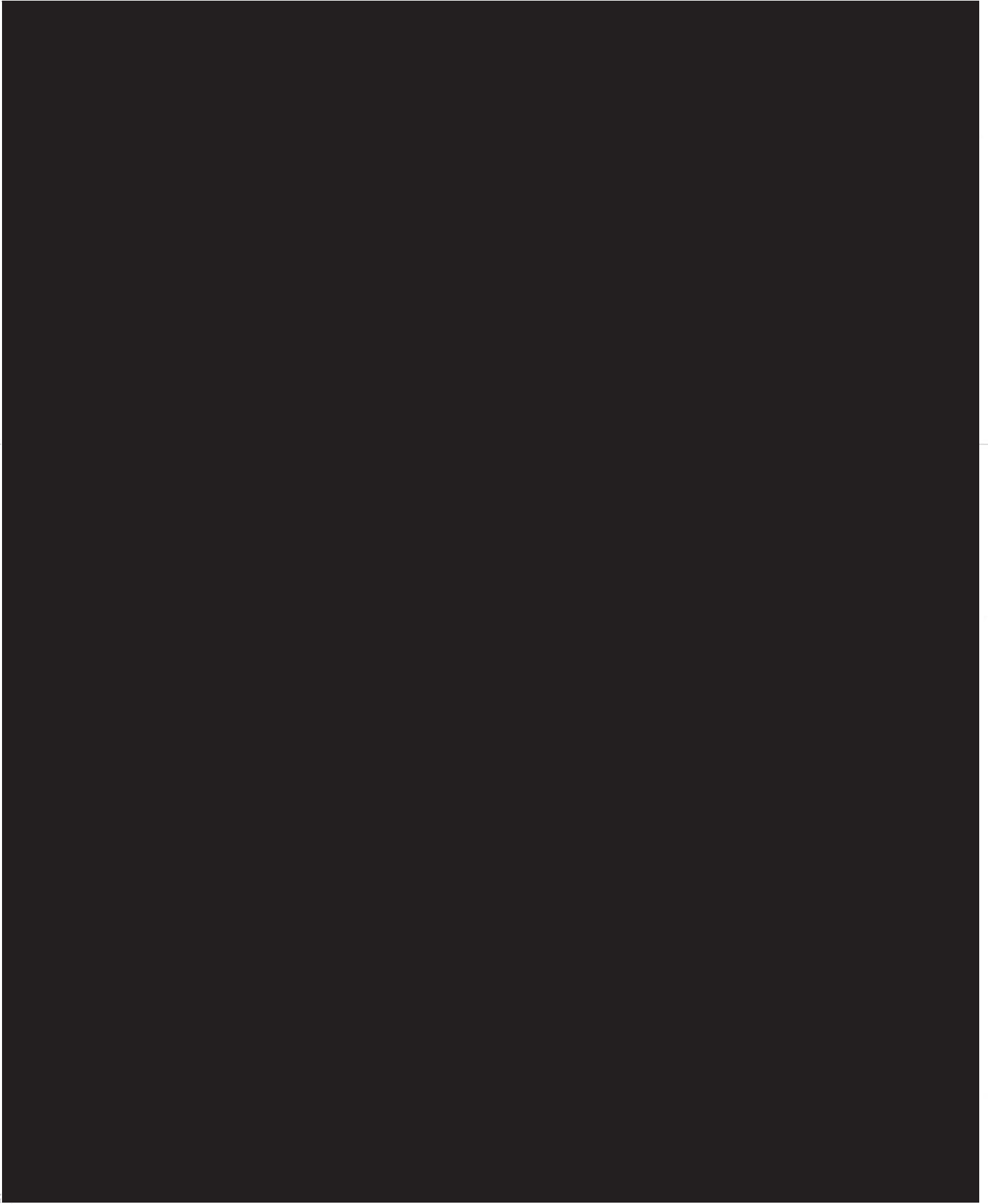


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 Bonded through National Notary Assn.

Commission Expires









ATTACHMENT A CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Request for Proposal Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be upon negotiated terms commencing on the date the Contractor receives a written notice of award. Delivery of the notice of award shall be by Email or US Postal Service.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

- ### 4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]
- Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. 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 Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.**

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.





6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.





13. WAIVER

No claim or right arising out of a breach of this contract 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.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence
 \$1,000,000.00 – General Aggregate
 \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
 Purchasing & Strategic Sourcing Department
 300 N. Campbell, 1st Floor
 El Paso, Texas 79901-1153
 Attn: Haydee Peña, Purchasing Agent

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Cary Westin
 Economic Development Managing Director
 Telephone: (915) 212-1614
 Email: WestinCS@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso
 Purchasing & Strategic Sourcing Department
 300 N. Campbell, 1st Floor
 El Paso, TX 79901-1153
 Attn: Haydee Peña, Purchasing Agent

Please refer to Bid Number/Contract Number and Title in all correspondence.



23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

24. RIGHT TO AUDIT

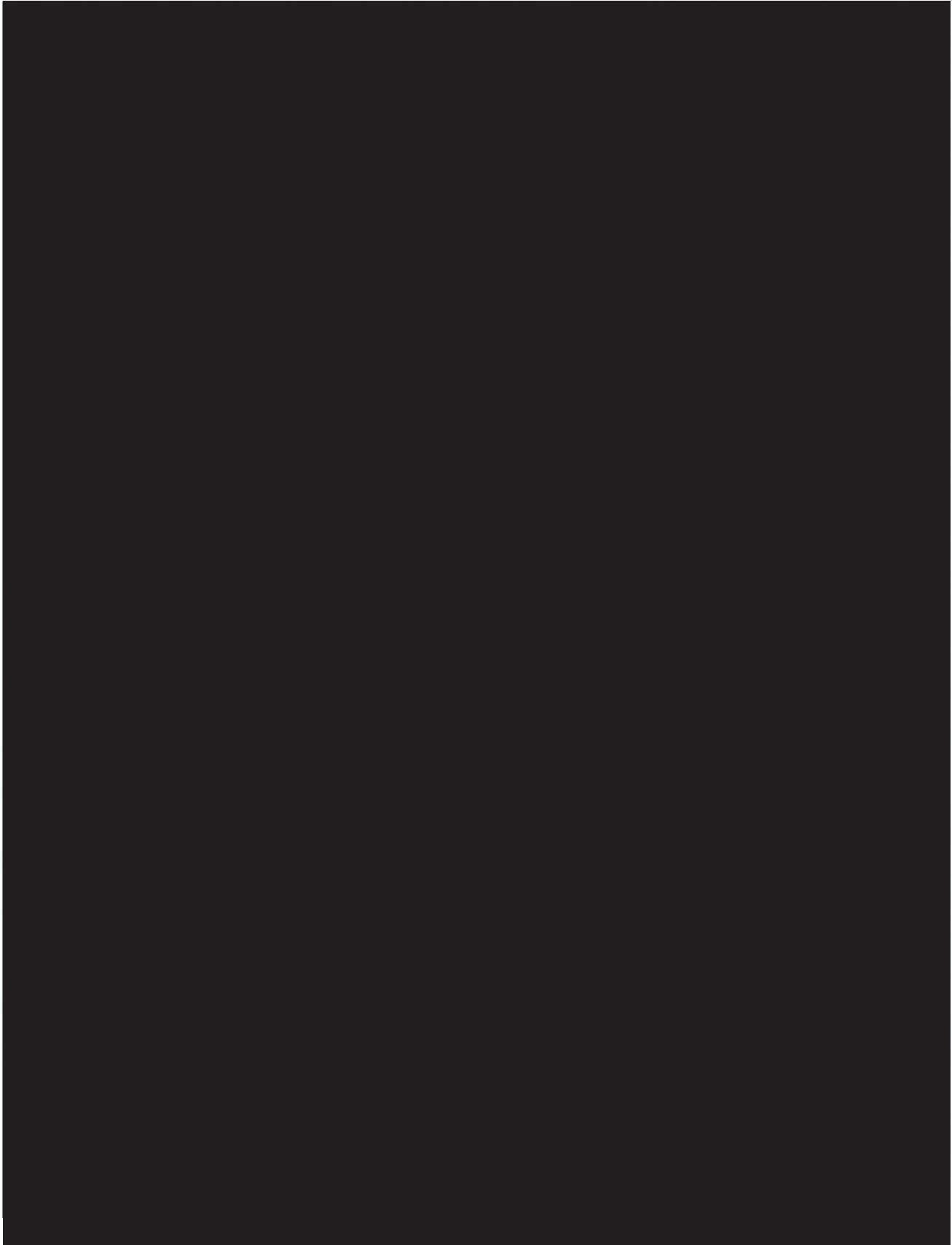
The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.







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400 Main Street El Paso, Texas 79901

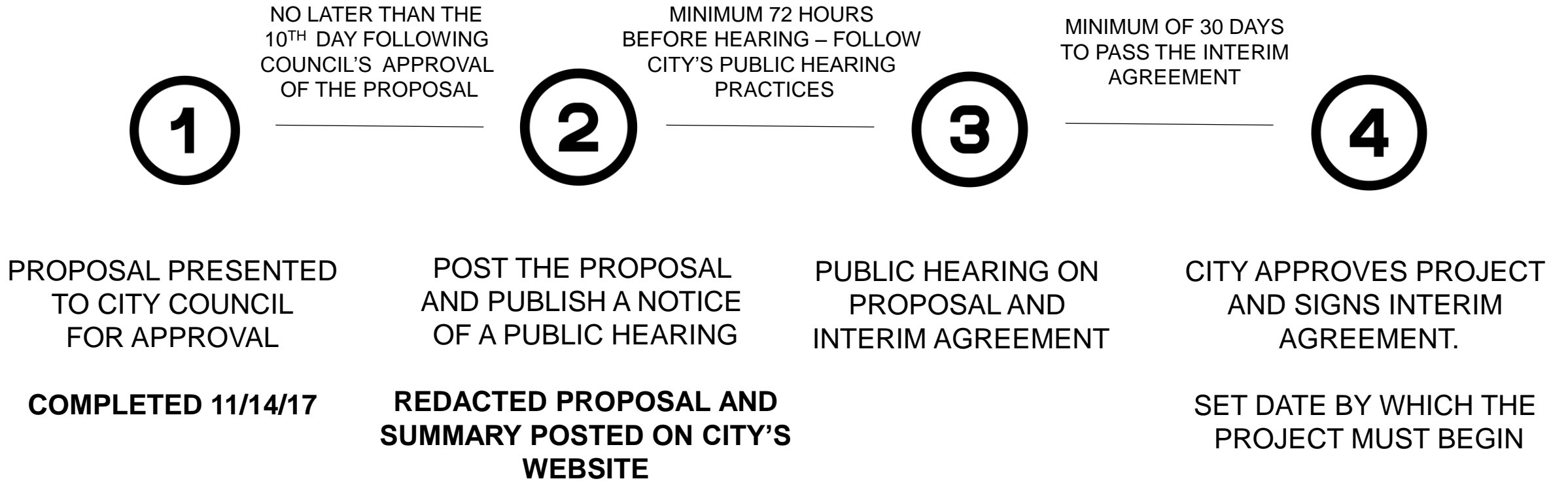
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C I T Y O F E L P A S O

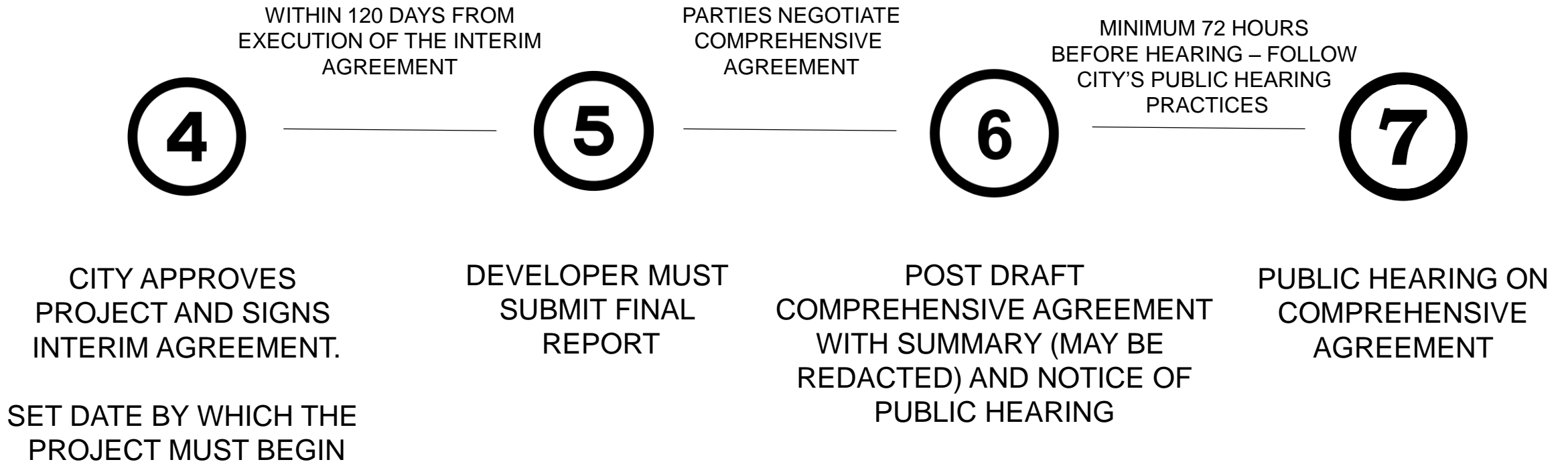
PUBLIC PRIVATE PARTNERSHIP PROCESS



PROCUREMENT PROCESS

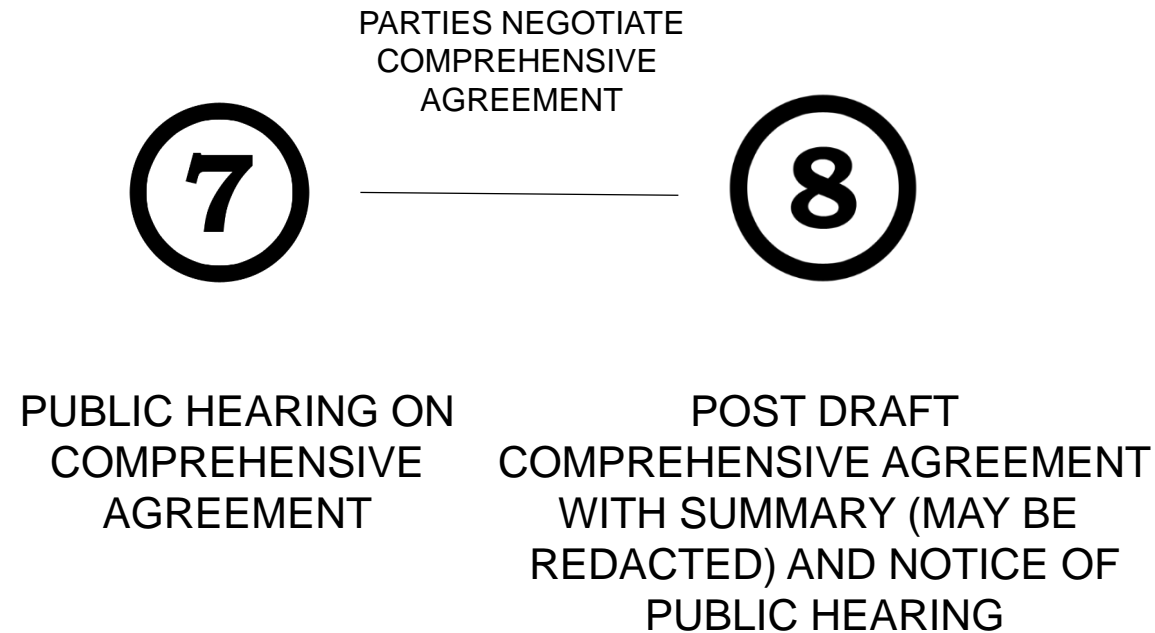


PROCUREMENT PROCESS



PUBLIC PRIVATE PARTNERSHIP

PROCUREMENT PROCESS





PUBLIC PRIVATE PARTNERSHIP

PRE-DEVELOPMENT AGREEMENT NEXT STEPS

- Council will ratify P3 solicitation process
- Council will approve pre-development agreement with developer
- Developer must retain architect and develop construction budget, retain general contractor and develop preliminary project pricing
- Developer must retain third-party market study consultant and complete study using a 10-year horizon for all project components



PUBLIC PRIVATE PARTNERSHIP

PRE-DEVELOPMENT AGREEMENT NEXT STEPS

- Developer must complete financing model with lender
- Third-party market study will provide basis for establishing appropriate City incentives
- Final report due 180 days from Effective Date of Agreement

THANK YOU

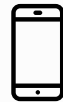
Jessica Herrera

Director, Economic and International Development

City 3 – 801 Texas 2nd floor



HERRERAJL@
ELPASOTEXAS.GOV



915-212-1624



ELPASOTEXAS.GOV/
ECONOMIC-DEVELOPMENT