

Agenda of Special Meeting

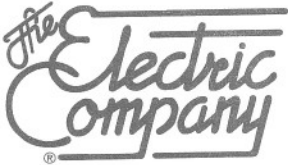
The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held March 27, 2007, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. General Functions
 - A. Call to Order
 - B. Roll Call
 - C. Consent Agenda
 1. Approval of Electric Service Agreements for Alderete Middle School Expansion by El Paso Electric 3
 2. Approval of underground easement for a portion of Tract 4D1, Nellie D. Mundy Survey 239, El Paso County EPE #06-7-1-70231 12
 3. Approval of easement for a portion of Tract 4D2, Nellie D. Mundy Survey 239, El Paso County, Texas EPE #06-7-1-03398 16
 4. Approval of easement for a portion of Tract 9-A, Block 13, Upper Valley Survey, El Paso County, Texas EPE #06-7-1-03418 20
 5. Review of recommended revision to Board Policy GKD (Local) Community Relations - Nonschool Use of Facilities (first reading) 24
2. Instruction and Student Affairs
 - A. NONE
3. Personnel
 - A. Board of Trustees Workshop Concerning Pay Study Conducted by Texas Association of School Boards
4. Business and Finance
 - A. Authorize sale of excess land adjacent to Garcia Elementary School
 - B. Authorize sale of excess land adjacent to Damian Elementary School
 - C. Consider proposal by Water District for La Union East Lateral
 - D. Consultation with attorney regarding construction delivery methods
 - E. Discuss financing options and state funding - update from District's financial advisor - Hector Zavaleta - First Southwest
 - F. Update on FY2007~2008 Preliminary Budget Process
 - G. Approval of payment to Baner from FEMA reimbursement over \$25,000.00 27
5. Administration
 - A. NONE
6. Adjournment

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



El Paso Electric

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

February 28, 2007

Mr. Yusuf E. Farran, P.E., R.S.
C.I.S.D.
7965 Aircraft Rd.
Canutillo, TX. 79835

**ELECTRIC SERVICE AGREEMENTS FOR ALDERETE MID. SCH.
EXPANSION-801 TALBOT**

Dear Mr. Farran:

Enclosed are the original and one copy of the Letter of Agreement covering the installation of underground electrical service to your project.

Please sign both letters and return to me. I will return a signed copy to you for your records once approved.

The job will be released for construction as soon as these Agreements are returned and easements are secured.

Thank you for your cooperation in this matter.

Sincerely,

Jaime Roman
Principal Planner-Commercial Accounts
Distribution Design and Development
501 W. San Antonio St.
El Paso, Tx. 79901
Phone: 915/543-5873
543-4396 fax

Enclosures



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

February 28, 2007

Mr. Yusuf E. Farran, P.E., R.S.
C.I.S.D.
7956 Artcraft Rd.
Canutillo, TX. 79835

Dear Mr. Farran:

**THREE PHASE ELECTRIC SERVICE TO ALDERETE MIDDLE SCHOOL
ADDITION-801 TALBOT**

This Letter of Agreement (Agreement) summarizes the terms under which El Paso Electric Company agrees to provide the extension of electric service to the above named location by way of an underground distribution system, hereinafter the "Underground System."

I. Parties and Term

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between El Paso Electric Company, hereinafter called the "Company," and **Canutillo Independent School District (C.I.S.D.)**, the "Customer," conjunctively known as the "Parties."

II. Location

The Customer has requested the Company to install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked Exhibit "A" and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on the Company drawing. Any future extension of service to additional buildings or property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement.

III. Type of Service

1. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pull boxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cables from the secondary terminals of our transformer(s) to and within the building(s). The three phase transformer can accommodate a maximum of **four 500 MCM** conductors per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a padmounted secondary bus enclosure approved by the Company at a location near the transformer designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our transformer(s) without splices and shall be installed as shown on **Company DSU 440**, Sheet 1 of 2 and notes, shown on Exhibit "B", and incorporated herein the same as if fully set out herein.

The Underground System for this project as covered in this Agreement will be **277/480** volt, three phase, four wire. A **150 KVA** padmounted transformer will be installed to serve the Customer's electrical load.

Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the school transformer from vehicular traffic in accordance with the attached **Company DSU 520**, sheets 1 and 2 of 2, shown on Exhibit "C" , and incorporated herein the same as if fully set out herein.

2. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right of way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.

3. **All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.**

4. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged during land development or building construction, or both, as the case may be unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement as stated above if the need for such an action is shown to have been caused

by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.

5. The Customer shall prohibit the building of permanent structures on or over the Underground System and shall relieve the Company from any liability for damages to curbs, gutters, paving, shrubbery or other items of landscaping due to the existence, operation, maintenance, service, repair, replacement or removal of Company facilities.

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

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

IV. Other Conditions

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

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

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

4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement unless the affected portion is determined by the Company to be material to this Agreement, in which event such findings shall terminate the entire Agreement. No waiver by the Company of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.

5. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate

the terms stated herein.

6. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.

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

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

Sincerely,

Francisco Melendez
Supervisor-Distribution Design

Accepted: **Canutillo Independent School District**

By: _____

(Printed name) _____

Title: _____

Date: _____

Project Coordinator: _____

Telephone Number: _____

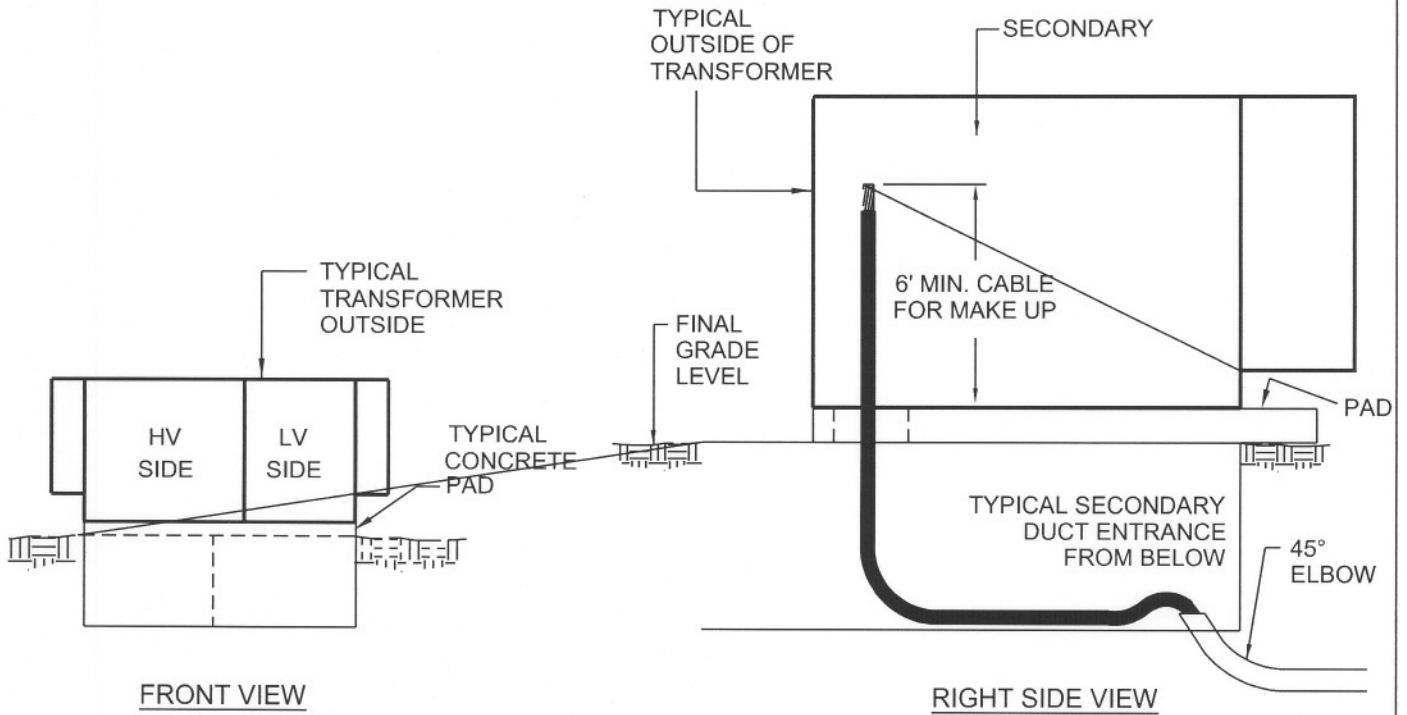
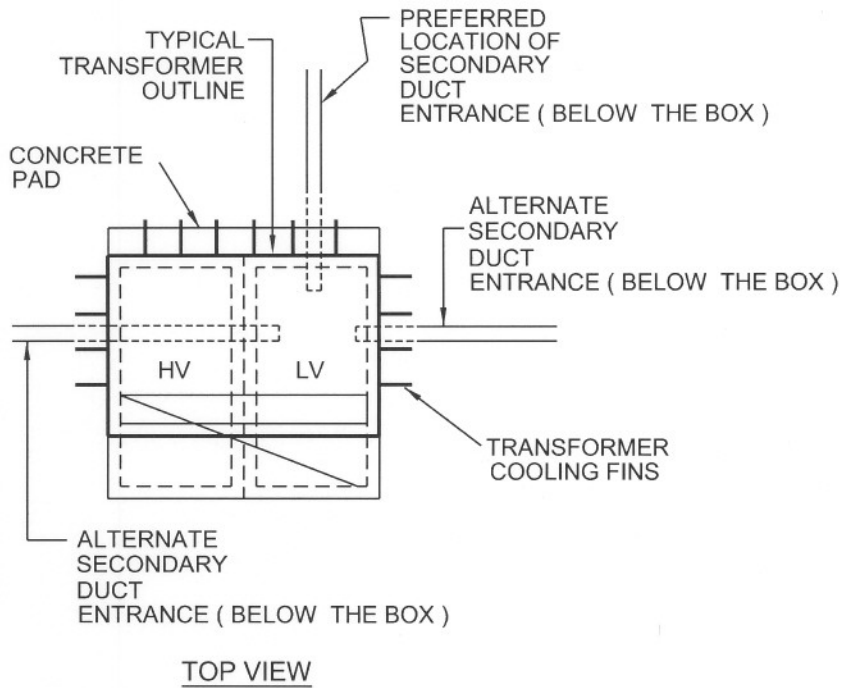


EXHIBIT B

TYPICAL CUSTOMER SECONDARY CABLE LENGTH PADMOUNT TRANSFORMERS

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

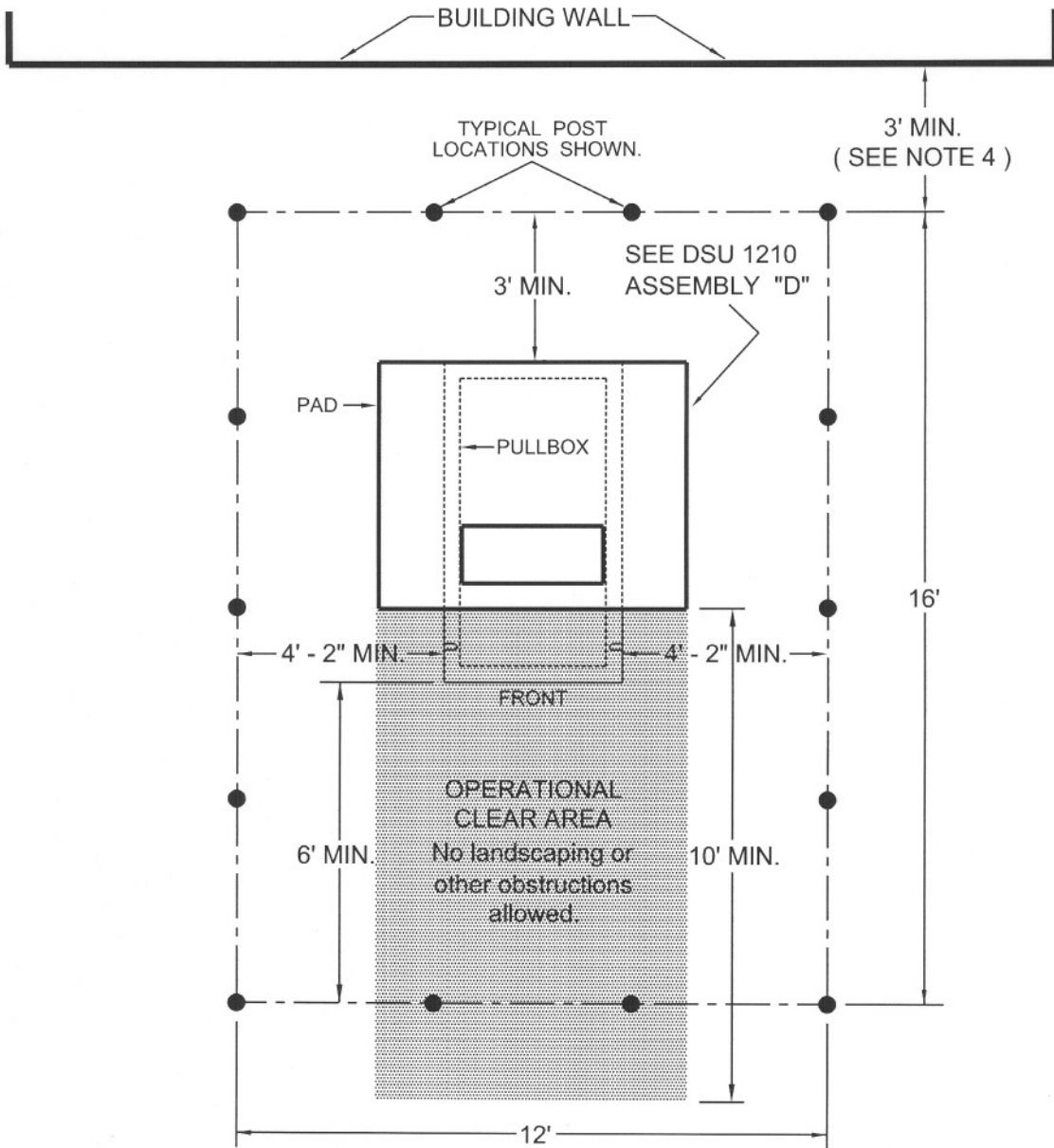
EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 440
PAGE 1 OF 2

NOTES:

- 1 DUCT OR ELBOW SHOULD TERMINATE 3" - 4" ABOVE SURFACE INSIDE PULLBOX.
- 2 SECONDARY CABLE SHALL REST ON BOTTOM OF PULLBOX AS SHOWN.
- 3 DUE TO POSITIONING OF LEVELING BLOCKS, DUCT MUST NOT ENTER PULLBOX WITH 12" OF ANY CORNER.
- 4 METERING CONDUITS MUST ENTER PULLBOX ON LV SIDE FROM BELOW.

EXHIBIT B



- CONCRETE FILLED POSTS
- ▨ OPERATIONAL CLEAR AREA
- RIGHT - OF - WAY

EXHIBIT C

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS FOR 3 Ø PADMOUNT TRANSFORMERS 300 KVA AND BELOW

ORIG. DATE: 11/05/72
REV. DATE: 06/03/02

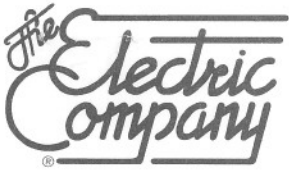
EL PASO ELECTRIC CO., DISTRIBUTION STANDARD

DSU 520
PAGE 1 OF 2

NOTES:

- 1 WHERE THIS AREA IS SUBJECT TO VEHICULAR TRAFFIC, THE CUSTOMER WILL INSTALL PROTECTION AS DESCRIBED BELOW BEFORE ELECTRICAL SERVICE IS PROVIDED.
 - A. CONCRETE FILLED METAL PIPES WITH A 4 INCH MINIMUM DIAMETER USED AS POSTS, 3 FEET MINIMUM SECURELY EMBEDDED IN CONCRETE AND EXTENDING AT LEAST 4 FEET OUT OF THE GROUND.
 - B. THE POSTS SHOULD BE EQUALLY SPACED BUT NOT MORE THAN 5 FEET APART AND LOCATED ON THE PERIMETER OF THE EASEMENT ON THOSE SIDES REQUIRING PROTECTION.
- 2 THERE SHALL BE NO BUILDING OVERHANG OR OTHER OBSTRUCTION THAT WILL PREVENT ACCESS WITH A BOOM TRUCK OR CRANE.
- 3 ASSEMBLY "D" FOR 3Ø 300 KVA AND BELOW PADMOUNT TRANSFORMERS INSTALLATION IS SHOWN.
- 4 EASEMENT SHALL BE LOCATED A MINIMUM OF 3' FROM THE CLOSEST BUILDING WALL.
- 5 FOR PULL BOXES AND PAD SIZES SEE DSU 1210.
- 6 A MINIMUM STANDARD EASEMENT OF 12' X 16' IS REQUIRED. A LARGER EASEMENT OF UP TO 12' X 20' MAY BE REQUIRED TO MEET OPERATIONAL CLEARANCES.
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

EXHIBIT C



El Paso Electric
March 2, 2007

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

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

RE: A portion of Tract 4D1, Nellie D. Mundy Survey 239, El Paso County
EPE #06-7-1-70231

Dear Ms. Padilla:

El Paso Electric Company (EPE) received a request to provide electrical facilities to Alderete Middle School located at 801 Talbot Drive. In order for EPE to service the property, EPE is proposing a 10' underground easement and a 12' x 16' transformer easement as indicated on the print.

Enclosed you will find (3) three sets of the proposed easement documents for your review along with an enlarge print. If you concur, please sign and notarize two sets of the documents.

Once the easement and agreement documents are executed; please return them to me, at 501 W. San Antonio Street, El Paso, Texas 79901. If you have any questions, please contact me at (915) 543-4364 or via e-mail: gfranco@epelectric.com

Sincerely,

Gloria Franco, SR/WA
Senior Right of Way Specialist

Enclosures

Underground Easement

EASEMENT

Location Index: 3941-3310
School District 082
Work Request 06-7-170231
Joint Use No.

STATE OF TEXAS
COUNTY OF EL PASO

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain underground cables, lines, conductors, conduits, transformer installation including padmount and conventional, ducts, vaults, pullboxes, manholes, handholes, service facilities, fixtures and all other necessary equipment for an underground electric distribution system, with the right of access, ingress, and egress thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of Tract 4D1, Nellie D. Mundy Survey 239, El Paso County, Texas as shown on the attached print and made a part hereof.

with the right to trim any trees and flora along and around said electrical equipment so as to keep the electrical equipment cleared, and to do anything proper and necessary to operate and maintain same.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping, that obstruct access to or safe operational clearances from Grantee's electrical equipment, will not be built on or over the easement, except with the prior written consent of the Grantee.

Executed as of the day of , 2007.

GRANTOR

GRANTEE

EL PASO ELECTRIC COMPANY

By:
Name:
Title:

By:
Name:
Title:

THE STATE OF §
COUNTY OF §

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

Notary Public in and for
the State of

Commission Expires:

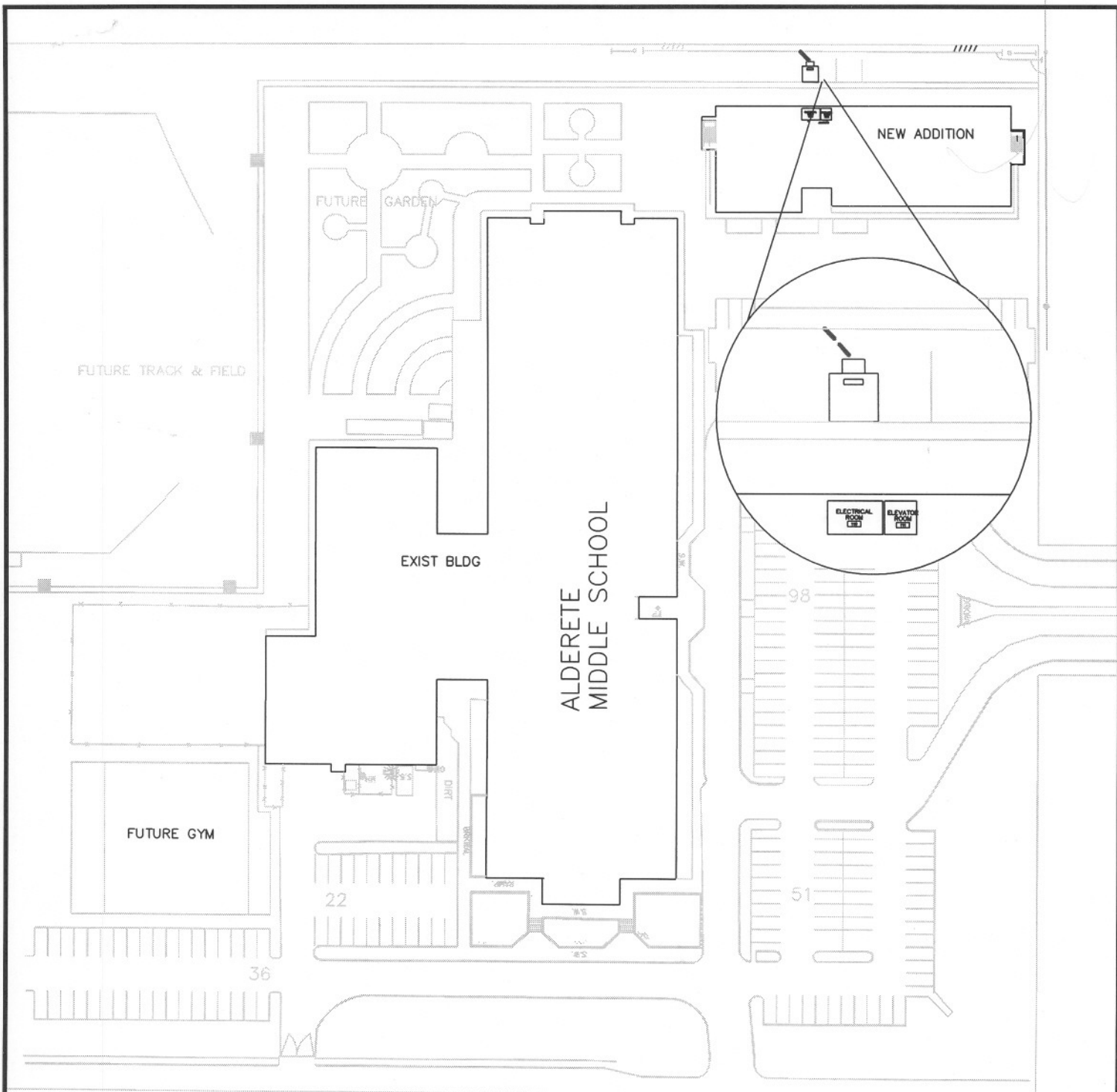
Underground Easement

THE STATE OF TEXAS §
COUNTY OF EL PASO §

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

Notary Public in and for
the State of Texas

Commission Expires:



LEGEND

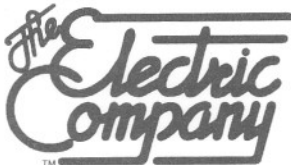
--- PROPOSED E.P.E. CO. 10 FT. UTIL. ESMT.

 12' X 16' TRANSFORMER EASEMENT

GRANTORS INITIALS _____

Return to ¹⁵
 El Paso Electric Co.
 P.O. Box 982-Loc 501
 El Paso, TX. 79960

PROPOSED EASEMENT IN A PORTION OF TRACT 4D1 NELLIE D. MUNDY SURVEY 239 EL PASO COUNTY, TEXAS	
EL PASO ELECTRIC CO. R.O.W.	
DATE 3/2/07	EST. NO.
SCALE NONE	06-7-1-70231



El Paso Electric

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

March 21, 2007

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

RE: A portion of Tract 4D2, Nellie D. Mundy Survey 239, El Paso County, Texas
EPE #06-7-1-03398

Dear Ms. Padilla:

El Paso Electric Company (EPE) received a request to provide electrical facilities to the new Mall located at 7051 South Desert Blvd. In order for EPE to service the property, EPE is proposing a 10' overhead easement as indicated on the print.

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

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

Sincerely,

Gloria Franco, SR/WA
Senior Right of Way Specialist

Enclosures

EASEMENT

Location Index 3955-3330
School District 062
Work Order No. 06-7-1-03398
Joint Use No. _____

STATE OF TEXAS
COUNTY OF EL PASO

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors for an above ground electric distribution and/or transmission system with any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of Tract 4D2, Nellie D. Mundy Survey 239, El Paso County, Texas
as shown on the attached print and made a part hereof

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature except fences, boundary walls, walkways and landscaping will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of the Grantee.

Executed as of the _____ day of _____, 2007.

GRANTOR

GRANTEE

EL PASO ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public in and for
the State of _____

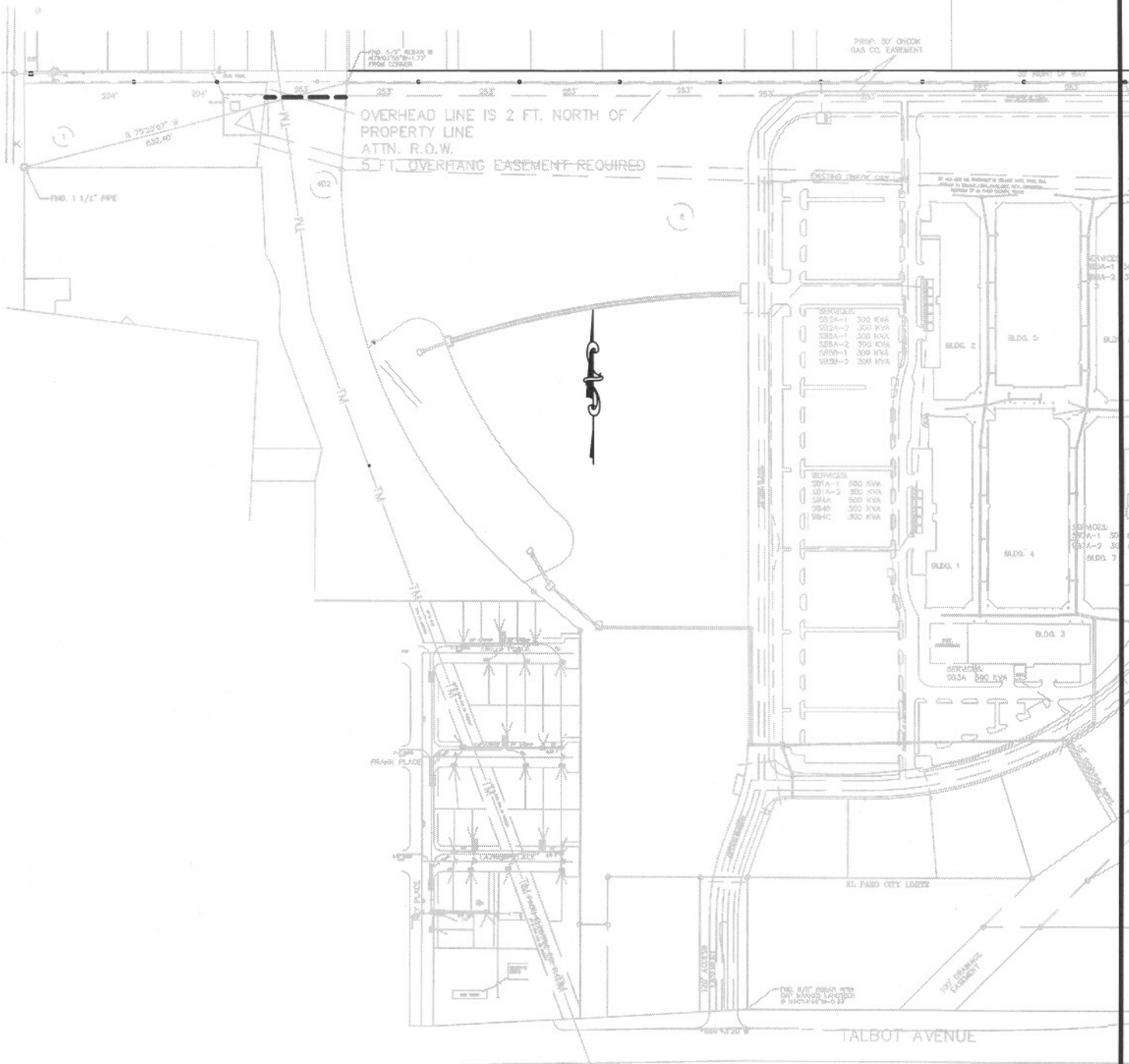
Commission Expires:

THE STATE OF TEXAS §
COUNTY OF EL PASO §

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

Notary Public in and for
the State of Texas

Commission Expires:



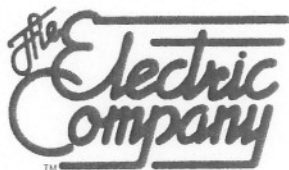
LEGEND

----- PROPOSED E.P.E. CO. 0.0H10 FT. UTIL. ESMT.

GRANTORS INITIALS _____

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

PROPOSED EASEMENT IN A PORTION OF TRACT 4D2 NELLIE D. MUNDY SURVEY 239 EL PASO COUNTY, TEXAS	
EL PASO ELECTRIC CO. R.O.W.	
DATE 3/22/07	EST. NO. 06-7-1-03398
SCALE NONE	06-7-1-70232



El Paso Electric

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

March 21, 2007

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

RE: A portion of Tract 9-A, Block 13, Upper Valley Survey, El Paso County, Texas
EPE #06-7-1-03418

Dear Ms. Padilla:

El Paso Electric Company (EPE) received a request to provide electrical facilities to the new proposed Canutillo Elementary school located off Westside road. In order for EPE to service the property, EPE is proposing a 5' x 30' anchor easement as indicated on the print.

Enclosed you will find (3) three sets of the proposed easement documents for your review along with an enlarge print. If you concur, please sign and notarize two sets of the documents.

Once the easement and agreement documents are executed; please return them to me, at 501 W. San Antonio Street, El Paso, Texas 79901. If you have any questions, please contact me at (915) 543-4364 or via e-mail: gfranco@epelectric.com

Sincerely,

A handwritten signature in cursive script that reads "Gloria Franco".

Gloria Franco, SR/WA
Senior Right of Way Specialist

Enclosures

EASEMENT

Location Index 3837-3242
School District 082
Work Order No. 06-7-1-03418
Joint Use No. _____

STATE OF TEXAS
COUNTY OF EL PASO

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors for an above ground electric distribution and/or transmission system with any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of Tract 9A, Block 13, Upper Valley Grants, El Paso County, Texas as shown on the attached print and made a part hereof

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature except fences, boundary walls, walkways and landscaping will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of the Grantee.

Executed as of the _____ day of _____, 2007.

GRANTOR

GRANTEE

EL PASO ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public in and for
the State of _____

Commission Expires:

THE STATE OF TEXAS §
COUNTY OF EL PASO §

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

Notary Public in and for
the State of Texas

Commission Expires:

PROPOSED ELEM. SCHOOL

9A

20 FT.

LA UNION EAST LATERAL

20 FT.

WESTSIDE DR.

3 MILE TO BORDERLAND

STREET

LEGEND

—< PROPOSED E.P.E. CO. 5X30 FT. UTIL. ESMT.

GRANTORS INITIALS _____

Return 23
El Paso Electric Co.
P.O. Box 982-Loc 501
El Paso, TX. 79960

PROPOSED EASEMENT IN A PORTION OF
TRACT 9A, BLOCK 13
UPPER VALLEY GRANTS
EL PASO COUNTY, TEXAS

EL PASO ELECTRIC CO. R.O.W.

DATE 3/21/07

EST. NO.

SCALE NONE

06-7-1-03418

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

PUBLIC USE	<p>The Board recognizes the capital investment the community has in the District facilities and equipment and believes that facilities and equipment should be available for legitimate community purposes, particularly for those activities that serve the best interests of students. The Board, therefore, permits public use of designated school facilities for educational, recreational, civic, or social activities, when these activities do not conflict with school use or with this policy.</p>
APPROVAL OF USE	<p>All requests for use of District facilities or equipment shall be submitted to the associate superintendent.</p> <p>Requests for use by individuals, groups, or organizations to use facilities or equipment for financial profit, partisan political reasons, religious purposes, or serving the individual or group self interest shall be approved by the Board.</p> <p>All other requests shall be approved by the associate superintendent.</p> <p>See the following policies for other information regarding facilities use:</p> <ul style="list-style-type: none">• Use by employee professional organizations: DGA• Use of facilities for school-sponsored and school-related activities: FM• Use by noncurriculum-related student groups: FNAB• Use by District-affiliated school-support organizations: GE <p>Approval shall not be granted for any purpose that would damage school property or to groups that are known to have damaged other rented property or when violence or vandalism has been threatened against school property or personnel.</p>
EXCEPTION	<p>No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.</p>
AVAILABILITY	<p>Some school facilities may not be available on Saturdays, Sundays, or holidays. Unless special arrangements are made, facilities shall not be used later than 10:00 p.m.</p>
CONTRACTS	<p>The Superintendent is the only District agent authorized to enter into rental contracts for use of District facilities.</p>

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

All requests by individuals, groups, or business organizations desiring to use District facilities or equipment for financial profit shall be approved by the Board.

All contracts shall be reviewed by the associate superintendent and the executive director for business services before being forwarded to the Superintendent, or designee for approval and signature. All negotiations required before final execution of the contract shall be carried out by the Superintendent, or the Superintendent's designee.

The Board shall not be responsible for any debts incurred by individuals, groups, or business organizations using District facilities or equipment that are not directly under the control of the Board, except as expressly authorized by the Board or the administration. Vendors shall be so notified by the administration.

PRIORITIES

Priorities for scheduling the use of school facilities shall be as follows:

1. The requirements of the school program shall receive first consideration in the assignment of school facilities and equipment.
2. Approved youth groups within the community shall be given consideration over adult groups. Participating students who live in the Canutillo attendance zone will be given priority over students who live outside of the attendance zone.
3. School-related functions and organizations such as parent-teacher organizations and others shall be given priority over nonschool-related organizations and functions.
4. Other groups, serving the best interest of students for the betterment of the community, may use facilities or equipment on a fee basis.

FEES

Except for school-sponsored groups and school support groups, users shall be charged a fee for operation, supervision, and cleanup costs at designated facilities. School-sponsored organizations and approved youth groups may be charged a fee if use of facilities is at a time custodial staff are not normally on duty or if unusual demands are made of the custodial staff.

The Superintendent shall publish a schedule of fees for the use of facilities.

Facility fees shall not apply when school buildings are used as polling places for public elections, for precinct and county conventions, or for public meetings sponsored by state or local governmental agencies.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

Facility fees shall not apply to meetings of employee organizations.

EMERGENCIES OR
DISASTERS

The Superintendent may authorize the use of school facilities by civil defense officials in the case of emergencies or disasters.

REQUIRED CONDUCT

Organizations using school facilities shall:

1. Conduct their business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products on school property.
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

RELEASE OF
LIABILITY

Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property. All groups using school facilities shall be responsible for the cost of damages incurred during their use.

**Canutillo Independent School District
Office of the Superintendent
Post Office Box 100
Canutillo, Texas**

Agenda Item: 4.G

Date: March 27, 2007

Subject: Approval of payment to Banes from FEMA reimbursement over \$25,000

Presented By: Tony Reza

Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION:

This request is to approve Board Policy (Local), any purchase that costs or aggregates to a cost of \$25,000 or more shall require. The Banes Construction Company completed repair work at Canutillo High School in the amount of \$43,362.08. This repair work was submitted to FEMA for reimbursement in October of 2006. The district has received all reimbursements submitted by the district to FEMA. FEMA requires that the district pay 25% from its own funds of all work completed as well as submitting a completion report after the work has been completed and paid. The district will submit this report once the payment to Banes Construction Company is made.

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval of payment to Banes Construction Company.

3. BOARD ACTION REQUESTED:

The administration requests a motion to approve payment to Banes Construction Company in the amount of \$43,362.08.

MOTION _____

SECOND _____

FOR _____

AGAINST _____



General Contractors
Construction Managers
Design Builders

BANES GENERAL CONTRACTORS, INC.

P.O. Box 220550 - 79913 / 6001 DONIPHAN / EL PASO, TX 79932
PHONE: (915) 584-0404 NEW MEXICO LIC. # 29893
FAX: (915) 584-2432 ARIZONA LIC. # 090948
banes.bgc@ionexmail.net

Canutillo Independent School District
6675 S. Desert Blvd.
El Paso, TX 79932

Attn: Mr. Tony Reza, Comptroller

Re: Invoice # 2025

Dear Mr. Reza,

Attached please find a copy of invoice # 2025 for the Concrete Repairs due to water damage submitted to you on October 12, 2006 with backup documents for payment of \$43,362.00.

Please advise when we can expect payment for this invoice, If you have any questions please call me at or Fred.

I thank you in advance for your assistance in this matter.

Sincerely

Esmail Panahi, P.E.
President

Copy: Fred Siebert
Acct Dept.



General Contractors
Construction Managers
Design Builders

BANES GENERAL CONTRACTORS, INC.

P.O. Box 220550 - 79913 / 6001 DONIPHAN / EL PASO, TX 79932
 PHONE: (915) 584-0404 NEW MEXICO LIC. # 29893
 FAX: (915) 584-2432 ARIZONA LIC. # 090948
 banes.bgc@ionexmail.net

INVOICE

Invoice Number: 2025

Invoice Date: October 12, 2006

Sold To:
 Canutillo Independent School District
 6675 S. Desert Blvd
 El Paso, Texas 79932
 Attn: Mr. Tony Reza, Comptroller

Billed To: (If other than Sold To)

Order Number	Sold By	Date Completed	Terms	
			Upon Receipt	
QTY	Description of Services		Rate	Amount
	CISD WATER DAMAGE			
	Materials/ Other (see attached backup)			\$27,853.69
	Labor (see attached backup)			\$11,566.38
	Cost Breakdown by Area			
	Job#7324 - B - Masonry Wall Leak - \$6572.04			
	#7324 - D - Wall Adjacent to Ticket Booth - \$6898.60			
	#7324 - E - Wall at NE corner Basketball Court -\$14,903.49			
	#7324 - F - Sidewalks at Tennis Courts - \$11,045.94			
	Subtotal			\$39,420.07
	10% OH(Ins. Umbrella, Clerical)			\$ 3,942.01
	TOTAL DUE			\$43,362.08

FEDERAL EMERGENCY MANAGEMENT AGENCY
 PUBLIC ASSISTANCE GRANT SUMMARY (P.5)
 Disaster#: 1658-DR State: TX

APPLICANT: 141-0548D-00 CANUTILLO ISD

PKG	Date Approved	PW	CAT	INF	Cost Share	Project Amount	Federal Share	Subgrantee Admin	Total Approved
21	10/13/2006 08:10	200-0	B	N	N	\$10,711.84	\$8,033.88	\$321.36	\$8,355.24
APPLICANT TOTAL IN PKG 21 (1 PW)						\$10,711.84	\$8,033.88	\$321.36	\$8,355.24
33	11/16/2006 05:11	399-0	E	N	N	\$43,362.00	\$32,521.50	\$1,300.86	\$33,822.36
APPLICANT TOTAL IN PKG 33 (1 PW)						\$43,362.00	\$32,521.50	\$1,300.86	\$33,822.36
APPLICANT TOTAL: 141-0548D-00 (2 PWs)						\$54,073.84	\$40,555.38	\$1,622.22	\$42,177.60
TOTAL for report: (2 PWs)						\$54,073.84	\$40,555.38	\$1,622.22	\$42,177.60