

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

DEPARTMENT: City Development Department

AGENDA DATE: Introduction: December 2, 2014
Regular Agenda: December 9, 2014

CONTACT PERSON/PHONE: Elizabeth Gibson (915) 212-1500,
GibsonEK@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

SUBJECT:

An ordinance granting a special privilege license to the Central Business Association of El Paso, Inc., to permit sidewalk retail vending by participating merchants within certain public rights-of-way in downtown El Paso for a term of five years with two renewable five year terms. NESV14-00015 (District 8)

BACKGROUND / DISCUSSION:

City Development is recommending approval of an ordinance granting a special privilege license to the Central Business Association to permit sidewalk retail vending by participating merchants within public rights-of-way in downtown El Paso. On September 16, 2014, City Council approved an amendment to Title 15 (Public Services) to establish a special privilege process and standards for a sidewalk retail vending program available to merchants and property owners throughout the City.

In addition to allowing individual property and/or business owners the opportunity to apply for a sidewalk retail vending permit, the ordinance provides entities, organizations or groups of businesses the option to apply for a license to create a designated sidewalk retail vending district where such group will administer the vending program for intake of applications and issuance of authorization to operate sidewalk retail vending for individual property owners within the designated district. This license request, if approved, would establish such a district in the downtown area to be administered by the Central Business Association.

The term of the license request being currently being considered is five years with the option of renewal for two additional five year terms. As consideration for the special privilege license, the CBA shall pay to the City \$150 per vending area per year. Merchants choosing to participate in this program may be charged an additional administrative fee by the CBA of up to 150% of the annual fee charged by the City. The CBA will provide an annual report, as well as quarterly reports to the City indicating such items as the name, address, number of participating merchants and payment amount for each merchant paid during the reporting period.

Attachments:

Special Privilege License

PRIOR COUNCIL ACTION:

City Council approved Ordinance No. 016083 on June 28, 2005, granting the CBA a special privilege to have the exclusive right to the sidewalk vending program within Downtown El Paso; this ordinance was amended by Ordinance No. 016279 on February 7, 2006 to add administrative approval of a renewal agreement which was executed in January of 2009.

The CBA requested license renewal in the fall of 2013, however, the renewal request was not acted upon and City Council directed City staff to amend Title 15 to allow sidewalk retail vending in other areas of town, as well as to allow special privileges for sidewalk retail vending to be granted to individual property owners and to add regulations and standards that would achieve the goals and objectives of *Plan El Paso*, the City's Comprehensive Plan. On September 16, 2014, Ordinance No. 018246 was approved by the City Council, to establish that program.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD:

Mathew S. McElroy
Director, City Development Department

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO THE CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC., TO PERMIT SIDEWALK RETAIL VENDING BY PARTICIPATING MERCHANTS WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY IN DOWNTOWN EL PASO FOR A TERM OF FIVE YEARS WITH TWO RENEWABLE FIVE YEAR TERMS.

WHEREAS, the “El Paso Downtown 2015 Plan” for the City of El Paso, Texas was adopted on October 31, 2006 with the objectives to build on El Paso strengths; and

WHEREAS, South El Paso Street was recognized as one of ten “Great Streets in America for 2008” by the American Planning Association because the street is an economic and cultural anchor, a place where commerce, culture and community combine to create a place that is uniquely El Paso; and

WHEREAS, on March 6, 2012, the El Paso City Council adopted “Plan El Paso,” the City of El Paso’s Comprehensive Plan, which provides the basis for El Paso’s regulations and policies that guide its physical and economic development. “Plan El Paso” establishes priorities for public action and direction for complementary private decisions; and

WHEREAS, the overall goal of the Downtown Chapter of “Plan El Paso” is to direct public funding and private development of exemplary design to Downtown where it will have economic and social benefits shared by the entire City. Specifically, Goal 3.1 of “Plan El Paso” is to improve Downtown streets until they become El Paso’s premiere public spaces; and

WHEREAS, “Plan El Paso” recognizes that the Downtown Shopping District is a shopping destination for the Mexican national market and the discount shopper; contributing significantly to the City’s economy. The comprehensive plan suggests that efforts be made to protect and fortify the unique market niche; and

WHEREAS, the El Paso City Council has adopted standards in Title 15 (Public Services) for Sidewalk Retail Vending to further the goals of Plan El Paso; and

WHEREAS, the City previously granted a Special Privilege License to the Central Business Association of El Paso, Inc. for the use of specific portions of various City rights-of-way within the Downtown Area to permit sidewalk retail vending by participating merchants; and

WHEREAS, Central Business Association of El Paso, Inc. is requesting to have the use of portions of City rights-of-way within a pre-defined area of Downtown El Paso for sidewalk retail vending by participating merchants; and

WHEREAS, the City agrees to allow the Central Business Association of El Paso, Inc. the use of various portions of City rights-of-way within a pre-defined area of Downtown El Paso for sidewalk retail vending by participating merchants.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to the Central Business Association of El Paso, Inc. (hereinafter referred to as “Grantee”), to administer a program for intake of applications and issuance of authorization to operate Sidewalk Retail Vending by the property owners and lessees of real property within the Downtown Shopping District (hereinafter referred to as “Participating Merchants”) for the sale of goods (hereinafter referred to as “Sidewalk Vending”) within portions of City rights-of-way, within the boundaries of the Downtown Shopping District.. The City and Grantee mutually agree as follows:

A. LICENSE AREA

The aerial and surface rights granted herein along portions of rights-of-way are located within the boundaries of the Downtown Shopping District more particularly shown in Exhibit “A,” which is made a part hereof for all purposes (hereinafter referred to as “License Area”).

SECTION 2. USE OF RIGHT-OF-WAY

This License is granted solely for the encroachment onto City rights-of-way for Sidewalk Retail Vending, which shall be conducted in compliance with requirements and standards of El Paso City Code Section 15.08.120.R (Sidewalk Retail Vending). This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way except as provided herein.

SECTION 3. GRANTEE RESPONSIBILITY

Grantee shall ensure strict compliance by Participating Merchants of all requirements of this License and shall enforce the provisions of this License, including, but not limited to revocations of authorization to operate sidewalk retail vending to non-compliant Participating Merchants.

Grantee assumes full responsibility for the planning, coordination, management and enforcement of the terms of this License with each Participating Merchant. The City shall not be subject to any obligations or liabilities of the Grantee in regards to the setup, operation, production, or maintenance of the Vending Area.

Grantee shall be responsible for all costs associated with Sidewalk Vending within the License and Vending Areas.

A. LICENSE AND VENDING AREA

Grantee shall require Participating Merchants to keep the License Area and Vending Areas in good condition, repair and in a clean, orderly and attractive condition at all times. Grantee shall be responsible for all maintenance of the Vending Area and shall repair any damage caused to the rights-of-way by Participating Merchants in conjunction with Sidewalk Vending.

B. PARTICIPATING MERCHANT DOCUMENTATION

Grantee shall provide the City the following documentation for each Participating Merchant within the License Area:

1. A detailed site plan showing the dimensions of the vending area proposed to be used by each Participating Merchant. The site plan shall also include frontage square footage, any City or utility infrastructure located within the proposed Vending Areas.
2. Two (2) color photos of the Vendor Area. One (1) front view photo and One (1) side view photo of the site each picture should depict the vendor area as it exists without a Sidewalk Vending operation.
3. A form prescribed by Grantee providing a description of the merchandise to be sold, number of Vendor Areas, and the contact information of the Participating Merchant.

4. A copy of the Certificate of Occupancy or Operational Permit for the Participating Merchant in accordance with Section 18.02.108 (Certificates of Occupancy) of the El Paso City Code.
5. A copy of a notarized statement from the Participating Merchant that they have received, read a copy of this License, that they understand and agree to the terms of this License.

C. AUDITS AND REPORTS

1. Grantee expressly agrees, by grant of this License, to produce copies of any and all financial and/or other related records upon request by the City. Furthermore, Grantee agrees the City may, at its sole discretion conduct an audit of Sidewalk Vending, including, but not limited to site inspections, financial inspections and/or document verification.
2. Grantee shall provide a written and/or electronic annual report on the first day of the month of the anniversary date of the approval of this License by City Council. Grantee shall also provide a written and/or electronic quarterly report the first day of the month following each three-month period of the year, save and except the three-month period prior to the anniversary month of this License which shall be included in the annual report. Each report shall contain the following information:
 - a. The name, address, number of Vendor Area sites and payment amount for each Participating Merchant paid for the reporting period of the report.
 - b. The name, address, number of Vendor Area sites that were cancelled or revoked during the reporting period.
 - c. The Participating Merchant Documentation as prescribed in Section B.3 of this License for any new Participating Merchants for the reporting period.
 - d. The total number of Participating Merchants within the reporting period.
 - e. Any notices or citations issued by the City to any Participating Merchants and/or Grantee related to Sidewalk Vending.

D. MERCHANT PARTICIPATION

Grantee shall not require membership in the Central Business Association of El Paso, Inc. prior to allowing Sidewalk Vending. Grantee shall not discriminate against Participating Merchants as prohibited by Federal and State law.

SECTION 4. REGULATION OF CONSTRUCTION

1. The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the Sidewalk Vending shall be subject to and governed by all laws, rules and regulation of the City of El Paso and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the Sidewalk Vending. Work done in connection with the construction, repair and maintenance of such facilities is subject to the continuing police power of the City.
2. Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, its employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.
3. The City shall have the power at any time to order and require Grantee and/or Participating Merchants to remove and abate any portion of the License Area that is dangerous to life or property. Should Grantee and/or Participating Merchant, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate same, at the expense of Grantee and/or Participating Merchant. In the event City removes or abates the License Area and/or Vending Area as provided herein, Grantee and/or Participating Merchant shall not be compensated for the loss of the License Area and/or Vending Area, or revenues associated with the area, nor shall the City be liable to the Grantee and/or Participating Merchant for any direct, indirect or consequential damages due to the removal or abatement of the License Area and/or Vending Area.

SECTION 5. TERM

1. This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of the term, the City shall have the

unilateral option of renewing this Special Privilege for two (2) additional five (5) year terms upon the request of the Grantees and approval of the El Paso City Council.

2. If Grantee desires to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

1. Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.
2. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantees, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee and/or Participating Merchants for any damage resulting there from, nor shall the City be liable to Grantee and/or Participating Merchants for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. If the City requires Grantee and/or Participating Merchants to alter, change, adapt, remove, or relocate the Vending Area due to imminent public safety concerns, or because of changes in the grade of the Vending Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee and Participating Merchants shall make the alterations

or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee and/or Participating Merchants, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee and/or Participating Merchants to remove, alter, change, adapt or relocate the Vending Area or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the Vending Area, Grantee and/or Participating Merchants shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee and/or Participating Merchants for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Vending Area; provided, however, the City shall not be responsible nor liable for such reimbursement.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area and/or Vending Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area and/or Vending Area occupied by Grantees provided such use does not interfere with Grantees' use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the License Area and/or Vending Area, such alteration or change or relocation shall be made by Grantee and/or Participating Merchants when ordered in writing by the City without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

1. As consideration for this Special Privilege, Grantee shall pay to the City ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per Vending Area per year. The annual fee shall remain the same for a period of one year from the date of execution by City Council and shall be subject to change after each one year period the License remains in effect. The City retains the right to increase or decrease the annual fee specified in this License.
2. The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pays for

all costs associated with Sidewalk Vending, as well as all costs for the restoration of the License Area and/or Vending Area upon the termination of this License and/or Participating Merchant.

3. The first annual consideration shall be due and owing prior to City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the City Development Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent considerations shall be due in conjunction with the associated Annual or Quarterly Report immediately following the month in which the Participating Merchant was authorized by the Grantee and remitted to the City Development Department.
4. The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, the ad valorem taxes, and assessments for public improvements except as hereinafter provided as may be enacted during the term of this License or any renewal. The fee established in this section shall not be affected by any relocation of Participating Merchants' Vending Area required by the City pursuant to this License. The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.
5. Grantee may charge an additional administrative fee to Participating Merchants in an amount not to exceed 150% of the annual fee charged by the City , for the first year, exclusive of Consideration and insurance fees. It is understood that this fee is assessed on a per business location basis. A Participating Merchant shall pay a separate administrative fee for each business location. Grantee is authorized to increase the administrative fee no more than five percent (5%) each year.

SECTION 9. INSURANCE

1. Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a Certificate of Insurance and shall maintain such insurance in effect during the term of this License. The Certificate of Insurance shall include as additional insureds all Participating Merchants in

Sidewalk Vending. The City shall be named as an addition insured on the Grantee's insurance policies required by this License. Failure to maintain insurance shall be a material breach of this license and a basis for termination of this License by the City.

2. Grantees shall obtain and provide a commercial general liability policy with a minimum one million dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantees' agreement to indemnify and hold the City harmless.
3. Grantees shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantees shall file a copy of the policy or certificate of insurance with Financial Services and the City Development Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE AND PARTICIPATING MERCHANTS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSS, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COSTS) FOR INJURY OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S AND PARTICIPATING MERCHANTS USE OF THE PUBLIC RIGHT-OF-WAY UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE AND PARTICIPATING MERCHANTS, THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the GRANTEE every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. GRANTEE shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the GRANTEE may deem expedient, and 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 damages. GRANTEE shall pay all judgments finally establishing liability of the City in actions defended by GRANTEE pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by GRANTEE 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. In addition, the GRANTEE shall promptly advise the City in writing of any claim or demand against the City or the GRANTEE known to the GRANTEE related to or arising out of the GRANTEE'S and Participating Merchants' activities under this License. **The City will not be responsible for any loss of or damage to the GRANTEE'S and Participating Merchants' property from any cause.**

SECTION 11. TEXAS DEPARTMENT OF TRANSPORTATION AUTHORIZATION

1. Permission for Vending Areas located on El Paso Street from the US/Mexico Border to Paisano Drive (US 85) and Stanton Street from Paisano Drive to the US/Mexico Border (US 62) is subject to the Texas Department of Transportation (TxDOT) continued waiver of Paragraph Seven of General Conditions of the Municipal Maintenance Agreement between TxDOT and the City regarding encroachment of Vending Areas on the aforementioned rights-of-way as stated in a letter from TxDOT dated June 27, 2002 attached hereto and incorporated herein as Exhibit "B".
2. **Upon notification from TxDOT to the City that they will no longer waive Paragraph (8) under General Conditions of the Municipal Maintenance Agreement between the City and TxDOT executed on March 21, 2006, and amended on April 22, 2008, and require the enforcement of removal of encroachment on state or federally designated**

right-of-way, the rights granted under this License for any relevant State rights-of-way shall be terminated immediately. Upon written notification from the City, Grantee and Participating Merchants shall remove all encroachments on relevant State rights-of-way immediately without any claim of compensation or reimbursement of fees, costs incurred or other damage, whether economic or non-economic.

SECTION 12. DEFAULT

1. Participating Merchants are subject to notice and/or citation for any actions or omissions not expressly authorized by this License and/or violations of any provisions of the El Paso City Code related to the use of the License Area.
2. Grantee shall retain the right to terminate Vending Areas of Participating Merchants at its discretion. Grantee shall provide written notice within 30 days to the City of any change of Participating Merchants. Failure to provide notice may be basis for default.
3. The City may provide notice of violations of the El Paso City Code or this License to Grantee and may allow the Grantee to cure the violation within ten (10) business days. Notice may be provided as per Section 15 (Notice) of this License. Correction Notices and Citations issued by the City shall serve as notice by the City and shall not require additional notice from the City to cure. Revocation of the Vendor Area by Grantee may be considered as a cure of violation and not subject Grantee to termination of this License.
4. A finding of guilty for a violation of the El Paso City Code or the provisions of this License by Grantee and/or Participating Merchants shall be considered a material breach of this License and may be determined to be a default.
5. Neither Grantee nor any Participating Merchant shall be authorized to lease, rent, assign, or otherwise allow the use of any portion of the Vending Area to any non-participating merchant for the sale of merchandise not principally sold by the Participating Merchant. Any occurrence of third party rentals, sub-leasing or any conduct of similar nature of Vending Areas shall be considered a material breach of this License and may result in the cancellation of this License agreement.

SECTION 13. CANCELLATION

1. Grantee shall have the option to terminate this License at any time upon giving the City and Participating Merchants written notice thirty (30) days in advance of such termination. Upon termination of this License, prior to the expiration of the original term for any reason, Grantee

shall ensure removal of all Vending Areas at no cost to the City. Grantee shall restore the License Area and Vending Areas to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area and Vending Areas as required herein, the City may at its option restore the License Area and Vending Areas and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

2. The City reserves the right to terminate this License upon giving thirty (30) days' written notice to Grantee if the License Area is necessary for a public use or facility at no cost to the City. All rights of Grantee and/or Participating Merchants shall then be terminated.

3. The City reserves the right to terminate this License for default under Section 12 (Default) of this License. Terminations in case of default by Grantee and/or Participating Merchants shall be effective immediately upon notice from the City. Grantee shall restore the License Area and Vending Areas to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area and Vending Areas as required herein, the City may at its option restore the License Area and Vending Areas and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

4. Consideration payments shall be current and paid through the date of termination regardless of the cause of termination. Section 8 (Consideration) shall survive this License in case of termination.

SECTION 14. RECORDS

The El Paso City Council and the City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of its rights under this License, including the construction, replacement, reconstruction, maintenance, and repair of the Vending Areas. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structures within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 15. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY:	City of El Paso Attn: City Manager PO BOX 1890 El Paso, Texas 79950-1890
with copy to:	City of El Paso ATTN: City Development Department PO BOX 1890 El Paso, Texas 79950-1890
with copy to:	City of El Paso ATTN: Financial Services – Capital Assets Division PO BOX 1890 El Paso, Texas 79950-1890
GRANTEE:	Central Business Association of El Paso, Inc. ATTN: George E. Salom, Jr. 310 N. Mesa Suite 420 El Paso, Texas 79901

or to such other addresses as Grantees may designate from time to time by written notice as required in this paragraph.

SECTION 16. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee and Participating Merchants, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Council.

SECTION 17. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Council, shall not lease the License Area or any Vending Area to any non-grantee person or entity. Such leasing shall be a material breach of this License subject to Cancellation in accordance with Section 13 (Cancellation) of this License.

SECTION 18. LEGAL RELATIONSHIP

The City retains the right to enforce this License and the El Paso City Code. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and Grantee, and the Grantee shall not be deemed to be an independent contractor of the City. The City shall in no way construe the grant of this License as co-sponsorship with Grantee and/or Participating Merchants.

SECTION 19. ADMINISTRATION OF LICENSE

The City Development Director or designee is the principal City Official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the City Development Director or designee.

SECTION 20. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee and/or Participating Merchants nor give rise to any vested right in the Grantee, their assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 21. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area or Vending Area that arises or is alleged to have arisen from Grantee's and/or Participating Merchants' use of the Licensed Area and/or Vending Area.

SECTION 22. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 23. LAWS AND ORDINANCES

Grantee and Participating Merchants shall comply with all statutes, laws, codes and ordinances applicable to Grantees' construction, repair, renovation, alteration or use of the License Area and/or Vending Area.

SECTION 24. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 25. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the

remainder of this license.

SECTION 26. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this License and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 27. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's and/or Participating Merchants' use of the License Area and Vending Area, Grantee shall have the right to terminate this License upon giving the City 30 days prior written notice of its intent to do so.

SECTION 28. EFFECTIVE DATE

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files its written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2014.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Oscar Leeson
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kristen L. Hamilton-Karam
Assistant City Attorney

Mathew S. McElroy, Director
City Development Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day
of _____, 2014.

GRANTEE:
Central Business Association of El Paso, Inc.

By: George E. Salom, Jr.,

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2014, by
George E. Salom, Jr. on behalf of Central Business Association of El Paso, Inc, as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires

Exhibit A - License Area

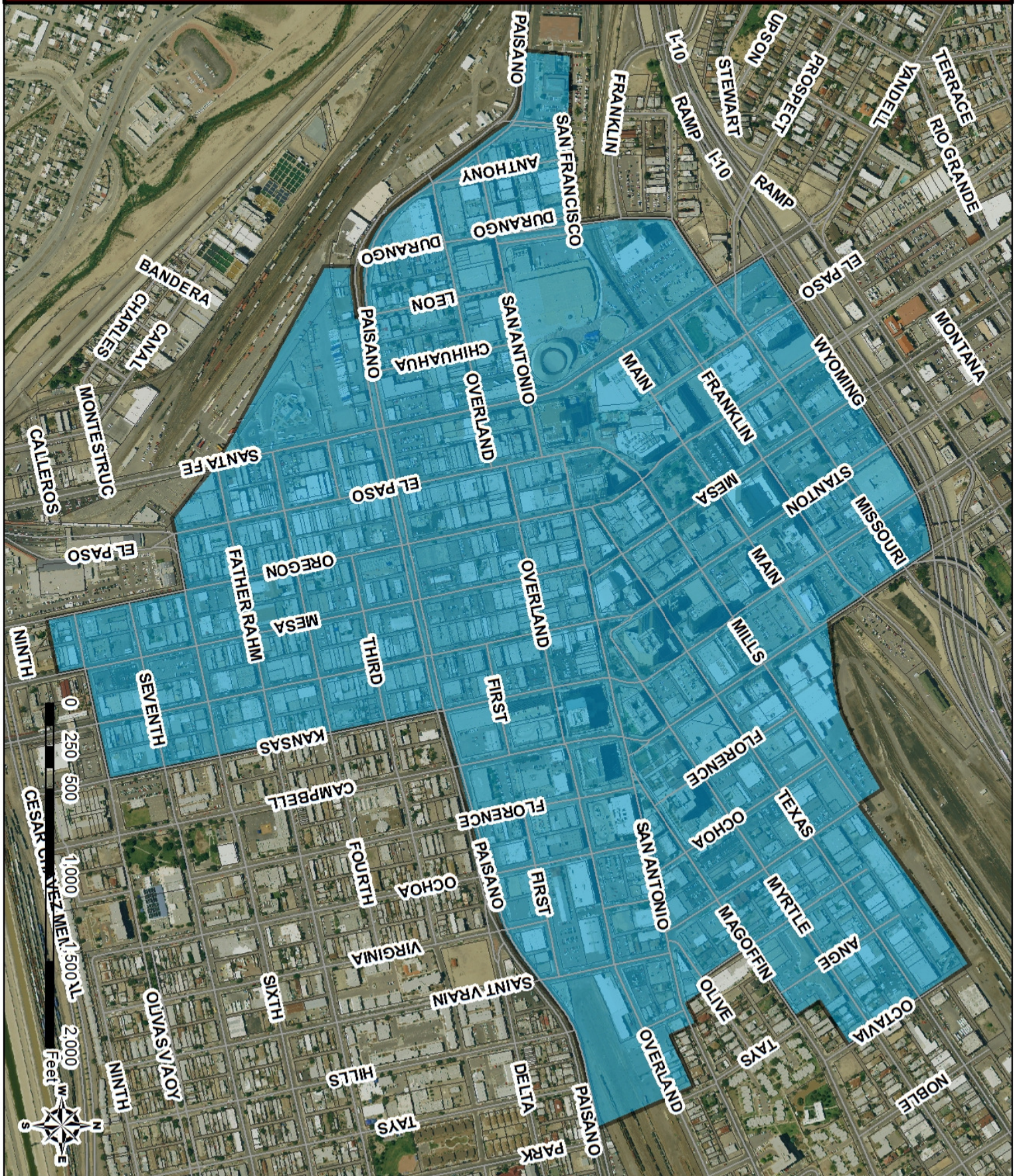


EXHIBIT B

JUL-01-2002 MON 08:49 AM TXDOT

FAX NO. 915 790 4374

EXHIBIT "D"



Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO, TEXAS 79928-5410 • (915) 790-4200

June 27, 2002

Fax Transmittal Memo

of Pages 1

Ms. Cindy J. Crosby
Assistant City Attorney
2 Civic Center Plaza
El Paso, TX 79901-1196

To: Cindy Crosby	From: Manny Aguilera
Co.: City of El Paso	Co.: TXDOT
Dept.: City Atty	Phone # 790-4205
Fax # 541-4710	Fax # 790-4374

Dear Ms. Crosby:

We are responding to your fax dated June 19, 2002 regarding clarification of our letter of June 14, 2002- Vendors on El Paso (US 85) and Stanton (US 62) Streets south of Paisano Drive. Our letter made a recommendation to impose a temporary moratorium on the enforcement by the city to remove vendors off the ROW on the above mentioned roadways.

The reason we recommended a temporary moratorium is that it is the City of El Paso's responsibility to enforce removal of encroachments on State rights of way when requested by the State per our Municipal Maintenance Agreement. Additionally, if current negotiations with the City to remove these City maintained roadways from the State Designated System and make them municipal streets are successful, then the encroachments become a moot issue.

Although, TxDOT cannot legally allow encroachments on State Designated Highway System rights of way, we will not require the City of El Paso to enforce encroachment issues on these roadways, as required by Paragraph Seven under General Conditions of the Municipal Maintenance Agreement, until negotiations to change them to municipal roadways have concluded. We anticipate that negotiations will continue for several months. Since municipalities are allowed to permit encroachments on municipal streets, we feel that it would not be appropriate to enforce the encroachment issue at a time when negotiations are still underway.

Your letter also requests that we address a municipal code section that requires TxDOT permission prior to the City issuing a "Special Privilege License". We have a procedure to permit awning and sign encroachments and can provide written approval for such encroachments. TxDOT cannot provide written approval to allow vendors on state right of way.

If any further information is required, please contact me at (915) 790-4203 or Manuel F. Aguilera P.E. at (915) 790-4205.

Sincerely,

Charles H. Berry, Jr., P.E.
District Engineer

CHB/cc

16279

EXHIBIT B

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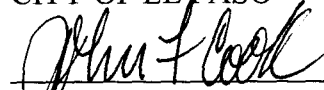
RESOLUTION

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


THAT the City Manager be authorized to execute a Municipal Maintenance Agreement between the City of El Paso and the State of Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of El Paso.

ADOPTED this 21st day of March 2006.


CITY OF EL PASO


John F. Cook
Mayor

ATTEST:


Richarda Momsem
City Clerk

APPROVED AS TO FORM:


Guadalupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City
Manager for Development &
Infrastructure Services.

EXHIBIT B

Form 1038 (Rev.2/2004)

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

MUNICIPAL MAINTENANCE AGREEMENT

THIS AGREEMENT made this 21st day of March, 2006, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of El Paso, El Paso County, Texas (population 563,662, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the city will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

EXHIBIT B

- A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
 3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. Exhibit C, attached hereto and made a part hereof, is an addendum to this agreement which clarifies terms and conditions of the agreement.

GENERAL CONDITIONS

1. The City authorizes the state to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

EXHIBIT B

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. The City agrees to replace traffic control devices installed prior to the date of this agreement, as funding allows, when the traffic control devices affect and influence the use of state highways. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

EXHIBIT B

10. New construction of sidewalks, ramps or other accessibility items related to sidewalks and ramps shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

EXHIBIT B

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

EXHIBIT B

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow & clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

EXHIBIT B

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code

EXHIBIT B

§ 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of El Paso, the 21st day of March, 2006, and the Texas Department of Transportation, on the 29 day of April, ~~2006~~ 2008. CB jw

THE STATE OF TEXAS

CITY OF EL PASO:

Joyce A. Wilson
Joyce A. Wilson, City Manager

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

BY Charles H. Berry Jr.
District Engineer

El Paso District

APPROVED AS TO FORM:

Guadalupe Cuellar
Guadalupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto
Patricia D. Adauto, Deputy City
Manager for Development &
Infrastructure Services.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

EXHIBIT B

Addendum to the Municipal Maintenance Agreement

EXHIBIT A

Non Controlled Access Highways

I. State Maintained

A. U.S. Highway 62 – Montana Ave. – Paisano Dr.

1. From the east city limits to Airway Blvd.
2. From Airway Blvd. To Santa Fe St.

B. Texas Highway 20 – Doniphan Dr. – Mesa St. – Alameda Ave.

1. From North city limits to Mesa St.
2. From Doniphan Dr. to Montana Ave.
3. From Montana Ave. to Wyoming Ave. – **see Note 2**
Limits of overlay from Montana Ave. to Missouri Ave. on Mesa St.
4. From the East city limits to Copia St.
5. From Piedras St. to Copia St. – **see Note 1**

C. U.S. Highway 85 – Paisano Dr.

1. From Santa Fe St. to Anapara Rd.

D. Loop 375

1. From IH-10 west to the westerly city limits on new alignment

Transfer of responsibility to the state upon completion of roadway construction by segment

E. Loop 478 – Dyer St.

1. From the North city limits to the intersection of Gateway Blvd. South

F. Farm to Market Road 76 – North Loop Dr. – Delta Dr.

1. From Emerson St. to the East city limits
2. From Emerson St. to Alameda Ave.

G. Farm to Market Road 258 – Zaragoza Rd. – Old Pueblo Rd. – Socorro Rd.

1. From Alameda Ave. down Zaragoza Rd. to the left to Socorro Rd. to the East city limits – **see Note 2 "Limits of overlay from Alameda to Socorro Rd on Zaragoza, Zaragoza Rd. to Old Pueblo Rd. on Socorro Rd."**

H. Farm to Market Road 659 – Zaragoza Rd. – Montwood Rd.

1. From North Loop Rd. to Montwood Dr. thru Loop 375 to the North city limits

I. Farm to Market Road 2316 – McRae Blvd.

1. From Gateway West to Montana Ave. – **see Note 2**
Limits of overlay from Wedgewood Dr. to Gateway Blvd. West

EXHIBIT B

- J. Farm to Market Road 2529 – McCombs St.
 - 1. From Dyer St. to FM 3255
- K. Farm to Market 3255 – Martin Luther King Jr. Blvd.
 - 1. From U.S. 54 to the North city limits
- L. Farm to Market 2639
 - 1. From FM 2529 east to its terminus
- M. Piedras – redesignate SH 20
 - 1. From Gateway East to Alameda Ave. – see Note 1
- N. Inner Loop
 - 1. From U.S. 54 to Loop 375

Transfer of responsibility to the state upon completion of roadway construction by segment
- O. S.H. 178 – Artcraft Rd.
 - 1. From Rio Grande River Bridge to N. Desert Blvd.

II. City Maintained

- A. U.S. Highway 62/85 – El Paso St. – after execution of agreement, TXDOT will remove from state highway system and submit request to the federal government for removal from the U.S. highway system
 - 1. From Paisano Dr. to Mexican Border
- B. Texas Highway 20 – Mesa St. – Texas Ave. – Alameda Ave.
 - 1. From Wyoming Ave. to Texas Ave. – **see Note 1 – removal from state highway system after conditions of Note 1 are met.**
 - 2. From Mesa St./Texas Ave. Junction to Texas Ave./Alameda Ave. Junction – removal from state highway system after conditions of Note 1 are met.
 - 3. From Texas Ave./Alameda Ave. Junction to Piedras St. – **see Note 1 removal from state highway system after conditions of Note 1 are met.**
- C. U.S. Highway 62/85 – Stanton St. - **after execution of agreement, TXDOT will remove from state highway system and submit request to the federal government for removal from the U.S. highway system**
 - 1. From Paisano Dr. to the Mexican Border
- D. Loop 478 – Copia St. – Pershing Dr. – Dyer St. removed from state highway system after execution of agreement.
 - 1. From Alameda Ave. to Gateway Blvd East; (exclude I-10 ROW) Gateway Blvd West to Gateway Blvd. South

EXHIBIT B

- E. Farm to Market 1505 – Clark St. removed from state highway system after execution of agreement
 - 1. From Trowbridge Dr. to Alameda Ave.
- F. Old Pueblo Rd. – removed from state highway system after completion of Note 2
 - 1. From Alameda Ave. to Socorro Rd. – see Note 2 limits of overlay from Zaragoza Rd. to Old Pueblo Rd. on Socorro Rd.

Note 1: City will acquire ROW under Piedras St. Bridge and remove encroachments. City will certify in writing ROW is clear before transfer of maintenance responsibilities. State agrees to rehabilitate Texas Avenue.

Note 2: City agrees to overlay section of road listed above before Texas Department of Transportation transfer of maintenance responsibilities and city certifies in writing completion of overlay by August 31, 2006.

2006-07-11 PM 4:32
TXDOT MAINTENANCE

EXHIBIT B

Addendum to the Municipal Maintenance Agreement EXHIBIT B Controlled Access Highways

- I. State Maintained
 - A. Interstate Highway 10
 - 1. From the Northwest city limits to the Southeast city limits
 - B. U.S. Highway 54
 - 1. From the North city limits to the Mexican border
 - C. Loop 375 – Woodrow Bean Transmountain Dr. – Joe Battle Blvd. – Americas Hwy. – Caesar Chavez Border Hwy
 - 1. From the West city limits to Railroad Dr.
 - 2. From the North city limits to Zaragoza Rd.
 - 3. From Zaragoza Rd. to Santa Fe St.
 - 4. From Border Highway to Doniphan
- Transfer of responsibility upon completion of roadway construction by segment.
- D. Yandell Dr. overpass
 - 1. Santa Fe St. to Paisano Dr. – bridge only
- E. S.H. 178 -- Artcraft Rd.
 - 1. From the New Mexico Stateline to the Rio Grande River Bridge

EXHIBIT B

Addendum to the Municipal Maintenance Agreement EXHIBIT C

Addendum Exhibit C clarifies terms and conditions of the Municipal Maintenance Agreement.

1. General Conditions Section, Paragraph Five, "All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements."

Clarification: All existing signs will be replaced only as necessary. Replacement of signs will be done by the city when hit and/or they lose reflectivity to current state breakaway standards.

2. General Conditions Section, Paragraph Eight, "The City shall prevent future encroachments within the right of way of State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation of construction of any other obstruction with the right of way without prior approval in writing by the State."

Clarification: Landscaping will be handled by separate agreements. Agreements will be approved by the State.

3. General Conditions Section, Paragraph Nine, "Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect and influence the use of state highways unless their continued use is approved in writing by the State."

Clarification: City agrees to replace traffic control devices which affects and influence the use of state highways as funding allows.

4. General Conditions Section, Paragraph Eleven, "If the city does not have any approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes...."

Clarification: The State agrees to continue issuing driveway permits on State highways.

5. City's Responsibilities (Non-Controlled Access) Section, Paragraph 5, "Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the city of its responsibility for drainage of the State highway facility within the corporate limits..."

Clarification: The State defines drainage facilities as culverts and closed storm sewer systems. State will also maintain ponding areas in State right of way unless covered by a separate agreement. The City will be responsible for pumping water when ponding occurs on state roadways.

7. Controlled Access Highways Section

Clarification: The definition of a controlled access facility is a highway on which owners or occupants of abutting lands or other persons are denied access to and from same except at such points only and in such a manner as may be determined by TxDOT. It is from right-of-way-line to right-of-way-line.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Sm CL El Paso 2505 E. Missouri Ave El Paso, TX 79903 915 544-3111		CONTACT NAME: Lily Cambric PHONE (A/C, No, Ext): 915 544-3111 E-MAIL ADDRESS: Liliana.Cambric@usi.biz FAX (A/C, No): 866-494-6822	
INSURED El Paso Central Business Association 310 N. Mesa, Ste 420 El Paso, TX 79901		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Lloyds Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38253	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		65SBMNW5337	07/04/2014	07/04/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named Additional Insured in regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
 #2 Civic Center Plaza-8th Floor
 El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard D. Davis

EXHIBIT D
PARTICIPATING STORES
12/02/2014



Case #: NESV2014-00015

**CITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SPECIAL PRIVILEGE PERMITS & LICENSES**

1. PROPERTY OWNER(S): _____
ADDRESS: _____ CITY _____ STATE _____ ZIP CODE: _____
PHONE: _____ FAX: _____ EMAIL: _____
2. APPLICANT(S): El Paso Central Business Association
ADDRESS: 310 N. Mesa St., ste 420 CITY El Paso STATE TX ZIP CODE: 79901
PHONE: (915) 533-2656 FAX: n/a EMAIL: director@elpasocba.com
3. REPRESENTATIVE(S): Elizabeth Gonzalez
ADDRESS: 310 N. Mesa St., ste 420 CITY El Paso STATE TX ZIP CODE: 79901
PHONE: (915) 533-2656 FAX: n/a EMAIL: liz@elpasocba.com
4. LOCATION: _____
5. LEGAL DESCRIPTION: _____
6. ZONING: _____ HISTORIC DESIGNATION: ☐ YES ☐ NO CITY REPRESENTATIVE DISTRICT #: 8
7. ENCROACHMENT ON: ☐ PUBLIC RIGHT-OF-WAY ☐ PUBLIC EASEMENT ☐ BOTH
8. TYPE OF ENCROACHMENT (CHECK ALL THAT APPLY): ☐ AERIAL ☐ SURFACE ☐ SUBSURFACE
SIGN, TYPE _____; SIZE _____; NUMBER _____
CANOPY/AWNING, SIZE _____; MATERIAL _____; NUMBER _____
PIPELINE/CABLE, SIZE _____; DEPTH _____; NUMBER _____
OTHER, SPECIFY _____
9. OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):

Printed Name: GEORGE SALOM, JR

Signature: _____

Printed Name: Jorge Hernandez

Signature: _____

Printed Name: _____

Signature: _____

Note: Signatures are required for all owners of record for the property proposed for detailed site plan review. Attach additional signatures on a separate sheet of paper

APPLICATION FEE: REFER TO SCHEDULE C (ADOPTED FEES), CITY OF EL PASO ANNUAL BUDGET

PLEASE NOTE: AS PER TITLE 15.08.120, APPLICATIONS FOR PROPERTIES WITHIN THE DOWNTOWN BOUNDARY, ARE SMART CODE ZONED, OR ARE IN ACCORDANCE WITH TRANSIT ORIENTED DEVELOPMENT ALONG A CITY DESIGNATED RAPID TRANSIT STATION (RTS) CORRIDOR ARE NOT ASSESSED AN APPLICATION FEE.

****OFFICE USE ONLY****

NESV _____	DCC FIELD DATE: ____/____/____	DCC REVIEW DATE: ____/____/____
DCC RECOMMENDATION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH CONDITIONS <input type="checkbox"/> DISAPPROVE	
HLC ACTION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH CONDITIONS <input type="checkbox"/> DISAPPROVE	
COUNCIL ACTION:	INTRODUCTION: ____/____/____	PUBLIC HEARING: ____/____/____
FINAL ACTION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH CONDITIONS <input type="checkbox"/> DISAPPROVE	
TERM: _____	CONSIDERATION: _____	RENEWAL DATE: ____/____/____
Expiration DATE: ____/____/____		
Accepted by: _____	FUND-01101	DEPT. ID-99010335
		ACCT.404151



APPLICATION FOR SIDEWALK RETAIL VENDING PERMIT

811 Texas Ave. El Paso, Texas 79901 • Phone: (915) 212-0104 • Fax: (915) 212-0105 • onestopshop@elpasotexas.gov

APPLICANT/BUSINESS INFORMATION

Applicant Name: <u>Jorge Hernandez</u>		
Business Address: <u>620 S. El Paso St.</u>		Suite No.: <u> </u>
City/State/Zip: <u>El Paso, TX 79901</u>		
Phone: <u>(915) 351-1148</u>	Cell: <u> </u>	Fax: <u> </u>
Email: <u>jhernandezfashions@yahoo.com</u>		
Business Name:	<u>Krystal Jeans</u>	
Description of Store Merchandise:	<u>Items Sold: Clothing</u>	
	<u>Vending Area: Stands</u>	
Store Hours:	<u>M-F 9:00am - 6:30pm / Sat. 9:00am - 7:30pm</u>	
	<u>Sun. 9:00am - 6:00pm</u>	

SIGNATURES

RELEASE: In consideration of the permit for use of city streets, sidewalks, and other public places, it is understood that the applicant(s) contained herein do hereby release and discharge the City, its respective officers, directors, agents, and employees, jointly and severally, from any and all liability for illness, injuries, and damages that may be suffered which arise out of or result from participation in this program.

ACKNOWLEDGEMENT: I attest that this application is complete and accurate to the best of my knowledge and that the statements and exhibits submitted with this application are true and correct. I understand that any inaccurate or incomplete information provided on this application may delay the processing and scheduling of this request.

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

THIS AREA IS FOR CITY STAFF -- DO NOT COMPLETE

Application Type: <input checked="" type="checkbox"/> Permit <input type="checkbox"/> License*	Accepted By: <u>Valerie Herrera</u>
Permit Term: <input type="checkbox"/> One Year <input type="checkbox"/> Five Year	Received Date: <u>10/30/2014</u>
Located in Downtown Footprint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Case No: <u>NESK2014-00013</u> Permit Fee: \$ <u>N/A</u>
REQUIRED DOCUMENTS	VENDING AREA DIMENSIONS <input type="checkbox"/> Zoning: <u>C-4</u>
<input type="checkbox"/> Letter(s) of Consent & Proof of Ownership: <u>10/29/2014</u>	<input type="checkbox"/> Public ROW Dimensions (feet):
<input type="checkbox"/> Insurance Expiration Date: <u>9/19/2015</u>	Length: <u>8ft 3in</u> Width: <u>Storefront 2ft.</u>
<input type="checkbox"/> Detailed Site Plan: <u>See attached</u>	<input type="checkbox"/> Vending Area Dimensions (feet):
<input type="checkbox"/> Two Color Photos: Front: <input checked="" type="checkbox"/> Side: <input checked="" type="checkbox"/>	Length: <u>12ft</u> Width: <u>6ft.</u>
<input type="checkbox"/> Building Certificate of Occupancy: <u>B-23101</u>	Total Vending Area (square feet): <u>54ft.</u>
<input type="checkbox"/> Operational Permit: _____	<input type="checkbox"/> Awning Height (feet): <u>9ft.</u>

*Applications for a Sidewalk Vending License require City Council approval; please use "License Checklist".



El Paso Central Business Association
Sidewalk Vending Application – Downtown District only

MERCHANT APPLICATION INFORMATION

Business Name: Krystal Jeans

Primary Contact Person: Jorge Hernandez

Address: 620 S. El Paso St.

Street Address / Domicilio

Unit# / Numero de unidad

El Paso

TX.

79901

City / Ciudad

State/ Estado

Zip Code/Codigo postal

Business Phone: (915) 351-1148

Business Email: jhernandezfashions@yahoo.com

Property Owner Name: El Paso Shopping District LLC

Address: 615 S. El Paso St.

Street Address / Domicilio

Unit# / Numero de unidad

El Paso

TX.

79901

City / Ciudad

State/ Estado

Zip Code/Codigo postal

Contact Phone:

SIDEWALK VENDING AREA INFORMATION

This information is being requested in accordance with the City Ordinance, CODE SECTION 15.08.120R (Sidewalk Retail Vending). The information is voluntary and will not be used when considering you for employment with our company.

Format of vending area ¿Forma de vender?

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> Tables | <input type="checkbox"/> Shoe racks | <input type="checkbox"/> Wall/ awning use |
| <input type="checkbox"/> Baskets | <input checked="" type="checkbox"/> Stands | <input type="checkbox"/> Other |

What items are sold at this store? ¿Qué artículos se venden en esta tienda?

- | | | |
|--|---|--|
| <input type="checkbox"/> Accessories | <input type="checkbox"/> Shoes | <input type="checkbox"/> Home/ decorations |
| <input checked="" type="checkbox"/> Clothing | <input type="checkbox"/> Prepackaged food | <input type="checkbox"/> Sporting goods |
| <input type="checkbox"/> Other _____ | | |

Days open	Hours/ Horarios
Monday/ Lunes	9:00am - 6:30pm
Tuesday/ Martes	9:00am - 6:30pm
Wednesday/ Miercoles	9:00am - 6:30pm
Thursday/ Jueves	9:00am - 6:30pm
Friday/ Vienes	9:00am - 6:30pm
Saturday/ Sabado	9:00am - 7:30pm
Sunday/ Domingo	9:00am - 6:00pm

Does your store close more than three days at a time for vacation? If so, when?

¿Su tienda cerca más de tres días en un momento de vacaciones? Quando?

No

	Fees/ Costo
Sidewalk Vending Permit	\$150.00 per permit, per storefront
Insurance	\$50.00 per permit, per storefront
Administrative Fee (non members only)	\$225.00 per permit, per storefront
Membership Fee	\$350.00
Branch Locations Membership Fee	\$200.00

STAFF USE ONLY				
Paid with:	Check	Cash	Credit	Amount:
Collected By:				Processed By:
City Permit Number:				Transmitted to City on:
Cash payment signature:				Name:

CBA Sidewalk Vending Affidavit

ACCEPTANCE OF SIDEWALK VENDING RESPONSIBILITY

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby
accepted this 29 day of October, 2014.

Participating Merchant:

By: Jorge Hernandez

Title: Vice President

Location: 620 S. El Paso St.

ACKNOWLEDGEMENT

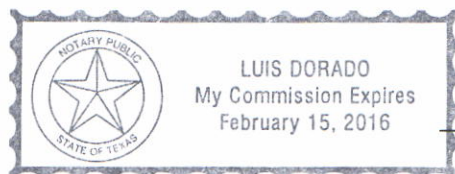
STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 29th of October, 2014, by
JORGE HERNANDEZ on behalf of KRYSTA JEANS as a
Participating Merchant/Store of the El Paso Central Business Association Sidewalk Vending Program.

Luis Dorado
Notary Public, State of Texas

Notary's printed or typed name



Notary seal/ Stamp



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patrick Santoscoy(357633P) 800 Chelsea El Paso TX 79903 INSURED HERNANDEZ FASHIONS INC 615 S EL PASO ST EL PASO TX 79901		CONTACT NAME: Patrick Santoscoy PHONE (A/C, No, Ext): 915-771-6151 E-MAIL: psantoscoy1@farmersagent.com ADDRESS: psantoscoy1@farmersagent.com INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange NAIC # 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: INSURER E: INSURER F:
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		069257035	09/19/2014	09/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 75,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRE AUTOS SCHEDULED AUTOS NON OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

615 S EL PASO ST, EL PASO, TX 79901 OPERATES AS HERNANDEZ FASHIONS INC.
620 S EL PASO ST, EL PASO, TX 79901 OPERATES AS KRYSTAL JEANS

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF EL PASO
300 N CAMPBELL

EL PASO

TX 79901

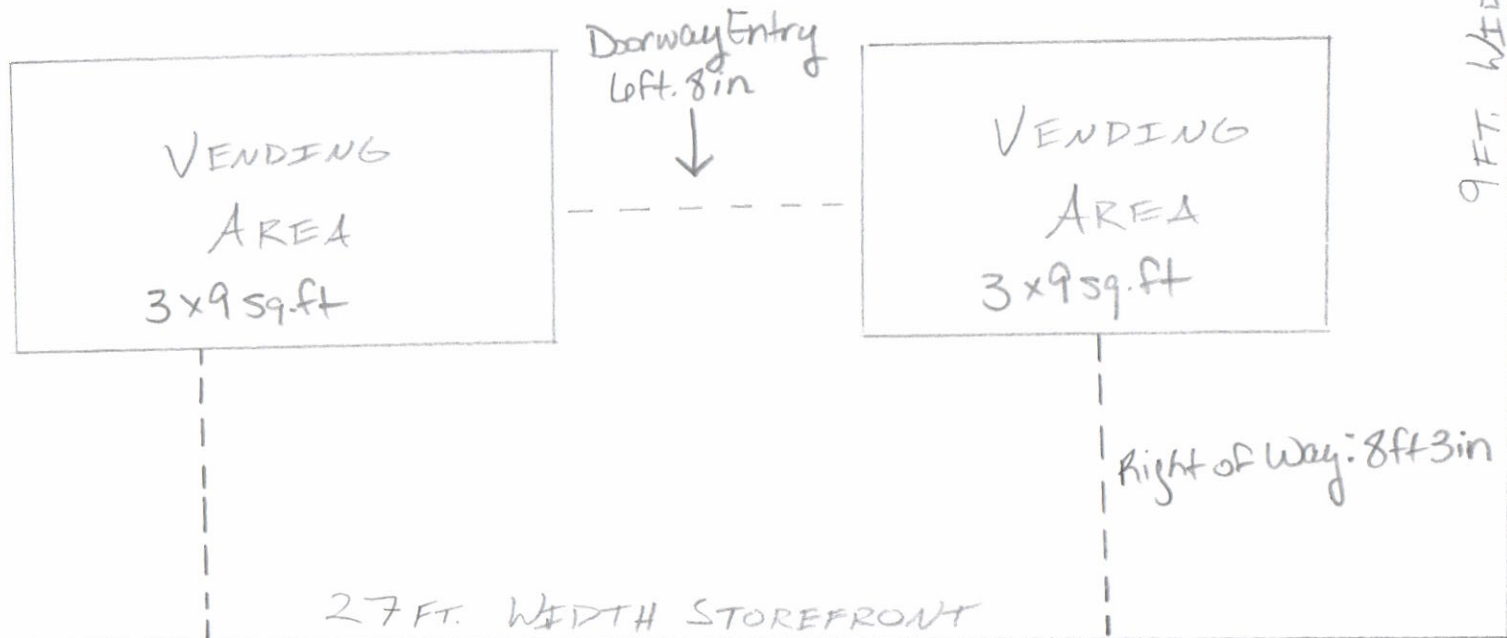
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11/7/14

KRYSTAL JEANS 620 S. EL PASO ST.

Awning Height: 9ft. Tall



9 FT. WIDTH
FOURTH STREET

Landscape Area.

TRASH

5ft. 3in

← Parking Meter

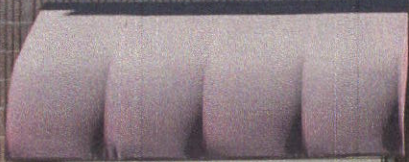
8ft 5in

News Paper Stand

← Light Pole

S. El Paso Street

CURB



2 PATER
1 SOL





The Barnes Co.
700 W. Palisano (01)



CERTIFICATE OF OCCUPANCY

This Certificate Of Occupancy Authorizes The
Building Or Structure Located At 620 S. El Paso Street
To Be Used As Renovations & remodeling of com'l bldg
Which Is Classified As A B Occupancy By Chapter IV Of The
Building Code.

The Above Described Property, Located On
Lots 17, 18, 19, 20

In Block 118 Of The Campbell Addition
To The City Of El Paso, Texas, Having Been Duly Inspected And Found To
Comply With All Of The Building And Zoning Ordinances Pertaining Thereto,
Is Hereby Approved And This Certificate Of Occupancy Is Issued With The
Following Exceptions And/Or Special Conditions:

NOTICE

No Change Is To Be Made In
The Use Or Occupancy Of This Building
Or Structure Which Is Inconsistent With
This Certificate.

Further Additions Or Alterations
To This Building Or Structure Are Pro-
hibited Without First Obtaining A Permit
Therefore.

James C. Hunt
(Building Official)
By: *[Signature]*

Date 9/30 1986

Building Permit No. B-23101

Gas Seal No. _____

Electrical Permit No. 01550

Electrical Release No. 00290

Plumbing Permit No. 65921

Max. Roof Load _____ Lbs. Sq. Ft.

Mechanical Permit No. 22225

Max. Floor Load _____ Lbs. Sq. Ft.

Form 44-36

This Certificate Must Be Maintained On The Premises And Made Available
For Inspection By Any Authorized Official Of The City Of El Paso.

zt



APPLICATION FOR SIDEWALK RETAIL VENDING PERMIT

811 Texas Ave. El Paso, Texas 79901 • Phone: (915) 212-0104 • Fax: (915) 212-0105 • onestopshop@elpasotexas.gov

APPLICANT/BUSINESS INFORMATION

Applicant Name: <u>Jorge Hernandez</u>		
Business Address: <u>615 S El Paso St.</u>		Suite No.: <u> </u>
City/State/Zip: <u>El Paso, TX 79901</u>		
Phone: <u>(915) 533-5274</u>	Cell: <u> </u>	Fax: <u> </u>
Email: <u>jhernandezfashions@yahoo.com</u>		
Business Name:	<u>Hernandez Fashions Inc.</u>	
Description of Store Merchandise:	<u>Items Sold: Clothing</u>	
	<u>Format of Vending Area: Stands</u>	
Store Hours:	<u>M-F 9:00am - 6:30pm / Sat. 9:00am - 7:30pm</u> <u>Sun. 9:00am - 6:00pm</u>	

SIGNATURES

RELEASE: In consideration of the permit for use of city streets, sidewalks, and other public places, it is understood that the applicant(s) contained herein do hereby release and discharge the City, its respective officers, directors, agents, and employees, jointly and severally, from any and all liability for illness, injuries, and damages that may be suffered which arise out of or result from participation in this program.

ACKNOWLEDGEMENT: I attest that this application is complete and accurate to the best of my knowledge and that the statements and exhibits submitted with this application are true and correct. I understand that any inaccurate or incomplete information provided on this application may delay the processing and scheduling of this request.

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

THIS AREA IS FOR CITY STAFF – DO NOT COMPLETE

Application Type: <input checked="" type="checkbox"/> Permit <input type="checkbox"/> License*	Accepted By: <u>Valeri Herrera</u>
Permit Term: <input type="checkbox"/> One Year <input type="checkbox"/> Five Year	Received Date: <u>10/30/2014</u>
Located in Downtown Footprint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Case No: <u>MSK2014-00014</u> Permit Fee: \$ <u> </u>
REQUIRED DOCUMENTS	VENDING AREA DIMENSIONS <input type="checkbox"/> Zoning: <u>C-4</u>
<input type="checkbox"/> Letter(s) of Consent & Proof of Ownership: <u>10/29/14</u>	<input type="checkbox"/> Public ROW Dimensions (feet):
<input type="checkbox"/> Insurance Expiration Date: <u>9/19/2015</u>	Length: <u>9ft</u> Width: <u>Storefront 23ft.</u>
<input type="checkbox"/> Detailed Site Plan: _____	<input type="checkbox"/> Vending Area Dimensions (feet):
<input type="checkbox"/> Two Color Photos: Front: <input checked="" type="checkbox"/> Side: <input checked="" type="checkbox"/>	Length: <u>18ft</u> Width: <u>6ft</u>
<input type="checkbox"/> Building Certificate of Occupancy: <u>BE1013-00092</u>	Total Vending Area (square feet): <u>54ft</u>
<input type="checkbox"/> Operational Permit: _____	<input type="checkbox"/> Awning Height (feet): <u>8ft 5in.</u>

*Applications for a Sidewalk Vending License require City Council approval; please use "License Checklist".



El Paso Central Business Association

Sidewalk Vending Application – Downtown District only

MERCHANT APPLICATION INFORMATION

Business Name: Hernandez Fashions, Inc.

Primary Contact Person: Jorge Hernandez

Address: 615 S. El Paso St.

Street Address / Domicilio

Unit# / Numero de unidad

El Paso

TX.

79901

City / Ciudad

State/ Estado

Zip Code/Codigo postal

Business Phone: (915) 533-5274

Business Email: jhernandezfashions@yahoo.com

Property Owner Name: Turan Properties, LLC

Address: 615 S. El Paso St.

Street Address / Domicilio

Unit# / Numero de unidad

El Paso

TX.

79901

City / Ciudad

State/ Estado

Zip Code/Codigo postal

Contact Phone:

SIDEWALK VENDING AREA INFORMATION

This information is being requested in accordance with the City Ordinance, CODE SECTION 15.08.120R (Sidewalk Retail Vending). The information is voluntary and will not be used when considering you for employment with our company.

Format of vending area ¿Forma de vender?

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> Tables | <input type="checkbox"/> Shoe racks | <input type="checkbox"/> Wall/ awning use |
| <input type="checkbox"/> Baskets | <input checked="" type="checkbox"/> Stands | <input type="checkbox"/> Other |

What items are sold at this store? ¿Qué artículos se venden en esta tienda?

- | | | |
|--|---|--|
| <input type="checkbox"/> Accessories | <input type="checkbox"/> Shoes | <input type="checkbox"/> Home/ decorations |
| <input checked="" type="checkbox"/> Clothing | <input type="checkbox"/> Prepackaged food | <input type="checkbox"/> Sporting goods |
| <input type="checkbox"/> Other _____ | | |

Days open	Hours/ Horarios
Monday/ Lunes	9:00am - 6:30pm
Tuesday/ Martes	9:00am - 6:30pm
Wednesday/ Miercoles	9:00am - 6:30pm
Thursday/ Jueves	9:00am - 6:30pm
Friday/ Vienes	9:00am - 6:30pm
Saturday/ Sabado	9:00am - 7:30pm
Sunday/ Domingo	9am - 6:00pm

Does your store close more than three days at a time for vacation? If so, when?

¿Su tienda cerca más de tres días en un momento de vacaciones? Quando?

No

	Fees/ Costo
Sidewalk Vending Permit	\$150.00 per permit, per storefront
Insurance	\$50.00 per permit, per storefront
Administrative Fee (non members only)	\$225.00 per permit, per storefront
Membership Fee	\$350.00
Branch Locations Membership Fee	\$200.00

STAFF USE ONLY				
Paid with:	Check	Cash	Credit	Amount:
Collected By:				Processed By:
City Permit Number:				Transmitted to City on:
Cash payment signature:				Name:

CBA Sidewalk Vending Affidavit

ACCEPTANCE OF SIDEWALK VENDING RESPONSIBILITY

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby
accepted this 29 day of October, 2014.

Participating Merchant:

By: Jorge Hernandez

Title: Vice President

Location: 615 S. El Paso St.

ACKNOWLEDGEMENT

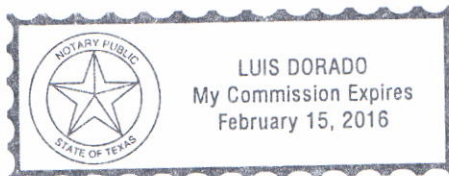
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 29th of October, 2014, by
JORGE HERNANDEZ on behalf of HERNANDEZ FASHIONS as a

Participating Merchant/Store of the El Paso Central Business Association Sidewalk Vending Program.

[Signature]
Notary Public, State of Texas

Luis Dorado
Notary's printed or typed name



Notary seal/ Stamp



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patrick Santoscoy(357633P) 800 Chelsea El Paso TX 79903 INSURED HERNANDEZ FASHIONS INC 615 S EL PASO ST EL PASO TX 79901		CONTACT NAME: Patrick Santoscoy PHONE (A/C, No, Ext): 915-771-6151 E-MAIL: psantoscoy1@farmersagent.com ADDRESS: psantoscoy1@farmersagent.com INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange INSURER B: Farmers Insurance Exchange INSURER C: Mid Century Insurance Company INSURER D: INSURER E: INSURER F: NAIC # 21709 21652 21687
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		069257035	09/19/2014	09/19/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

615 S EL PASO ST, EL PASO, TX 79901 OPERATES AS HERNANDEZ FASHIONS INC.
620 S EL PASO ST, EL PASO, TX 79901 OPERATES AS KRYSTAL JEANS

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF EL PASO
300 N CAMPBELL

EL PASO

TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

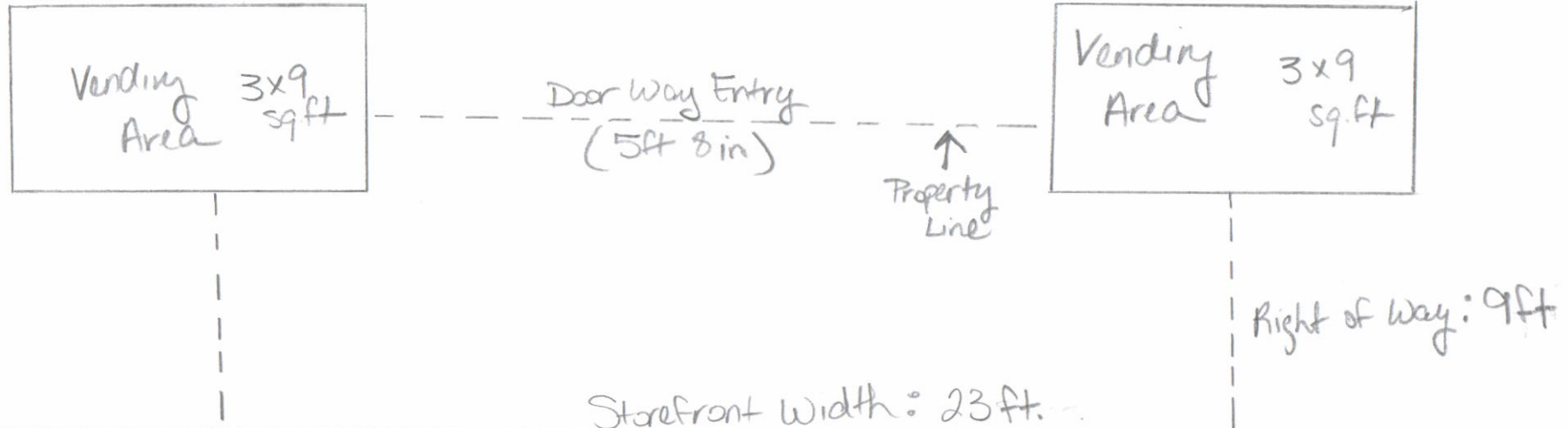
AUTHORIZED REPRESENTATIVE

Hernandez Fashions

11/7/14

615 S. El Paso St.

Awning Height: 8ft. 5in. Tall



NO TREES / NO CURBS

S. El Paso Street

HERNANDEZ FASHIONS

615







City of El Paso

City Development Department

Certificate of Occupancy



This certificate is issued pursuant to the requirements of the El Paso Building Code, Zoning Ordinance and other applicable codes and ordinances certifying that at the time of issuance, this structure is in compliance with the below mentioned codes and ordinances for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

Site Address: 615 S EL PASO ST, EL PASO, TX 79901

Permit No: BECO13-00092

Mailing Address:

HERNANDEZ LUIS & MANUELA IRRV TR
615 S EL PASO ST
EL PASO, TX 79901

Building Official :

Victor Morrison-Vega
Deputy Director of Building Permits & Inspections

This is your Certificate of Occupancy
Please File in a Secure Place

Print Date: 10/3/2013 5:20:48 PM