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

DEPARTMENT: Office of Economic Development

AGENDA DATE: June 24, 2008

CONTACT PERSON/PHONE: Kathy Dodson, PhD, Director 541-4670

DISTRICT(S) AFFECTED: Districts 3, 6, 7, 8

SUBJECT:

Discussion and Action regarding the establishment of a neighborhood empowerment zone within the area described as the Texas Avenue - Alameda Revitalization Corridor and the delivery of incentives.

BACKGROUND/DISCUSSION:
On December 6, 2007 the Economic and Community Development and Tourism LRC recommended that establishment of a neighborhood empowerment zone within the Texas Avenue-Alameda Revitalization Corridor be brought forth to Council.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
No

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
380 agreement - General Fund

BOARD/COMMISSION ACTION:
Enter appropriate comments or N/A.
December 6, 2007 Economic and Community Development and Tourism LRC

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

LEGAL: (if required) _____ **FINANCE: (if required)** _____

DEPARTMENT HEAD: Susi Portichelli for Kathryn Dodson Ph.d.
(Example: If RCA is initiated by Purchasing, client department should sign also). ***Information copy to appropriate Deputy City Manager***

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

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A RESOLUTION ESTABLISHING A NEIGHBORHOOD EMPOWERMENT ZONE WITHIN THE TEXAS AVENUE-ALAMEDA STREET REVITALIZATION CORRIDOR

WHEREAS, the Texas Avenue-Alameda Street Revitalization Corridor is considered an important economic component of the City of El Paso;

WHEREAS, the El Paso City Council has determined that a revitalization strategy is necessary to address the critical needs of the Texas Avenue-Alameda Street Revitalization Corridor in order to foster and support economic growth and to facilitate new investment to the area;

WHEREAS, Section 378.002 of the Texas Local Government Code provides that a municipality may establish a neighborhood empowerment zone if the municipality determines that creation of the zone would promote:

1. the creation of affordable housing, including manufactured housing, in the zone;
2. an increase in economic development in the zone;
3. an increase in the quality of social services, education, or public safety provided to residents of the zone; or
4. the rehabilitation of affordable housing in the zone;

WHEREAS, the City Council of the City of El Paso, Texas, finds and determines that establishing zone in the area covered by the Texas Avenue-Alameda Street Revitalization Corridor will serve the public purpose of increasing the public health, safety and welfare of the citizens of the City of El Paso.

NOW, THERFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO AS FOLLOWS:

1. **TEXAS AVENUE-ALAMEDA STREET NEIGHBORHOOD EMPOWERMENT ZONE.** The Texas Avenue-Alameda Street Neighborhood Empowerment Zone ("Zone") shall include the properties fronting on Texas Avenue-Alameda Street from its commencement at Texas Avenue to Loop 375 and Texas Avenue from Octavia to the commencement of Alameda Avenue including the areas within the Chamizal Neighborhood Revitalization Plan as designated by the Neighborhood Services Division of the Community Development Department and as approved by City Council and more fully and completely described on **Exhibit "A"** attached hereto and incorporated herein by reference.

2. **REQUIRED DETERMINATIONS.** Based upon information provided by the staff of the Department of Economic Development prior to the adoption of this Resolution, the

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City Council has determined that the Zone will promote the activities and conditions enumerated in Section 378.002 of the Texas Local Government Code.

The City Council further finds that the Zone satisfies the requirements contained in Section 312.202 (6) of the Texas Tax Code and is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

3. **GRANT AMOUNT.** Commercial properties located within the Zone shall be eligible for grants of an economic equivalent of up to a 100% tax abatement on the City's portion of the real property taxes assessed against improvements to the real property within the Zone according to the following guidelines:

A. ***Minimum Expenditure required.*** A minimum total aggregate expenditure of $100,000.00 for improvements to real property within the Zone shall be required in order to apply for a 380 Grant under this section.

B. ***Permits.*** All improvements or new construction made within the boundaries of the Zone must have first obtained all applicable approvals and permits before improvements or construction is begun in order to be eligible this grant.

C. ***Building Standards.*** All proposed construction must be completed in accordance with the Building Standards attached hereto as **Exhibit "D"**.

D. ***Separate Agreements required.*** The City will, by separate Chapter 380 Agreement, consistent with Chapter 380 of the Texas Local Government Code, consider granting the economic equivalent of up to 100% tax abatement on improvements to real property for a period to be determined by the Agreement but not to exceed five (5) years. The Agreement shall be in the form and substance substantially similar to the Chapter 380 Economic Development Program Agreement attached to this Resolution as **Exhibit "B"** and the City Manager is hereby granted authority to enter into such Agreements when the proposed development meets the guidelines specified herein.

E. ***Documentation required.*** Commercial development projects deemed entitled to a grant under this Section must provide documentation necessary to support a grant claim in a form prescribed by the City's Director of Economic Development.

F. ***Ineligible Uses.*** **Exhibit "C"** contains the ineligible uses under this section. Uses identified on this exhibit are not eligible for the grant.

4. **BUILDING PERMIT FEE WAIVER.** The City Council will consider ordinance amendments to permit either reduced or waived building permit fees for projects within the Zone that meet the minimum expenditure requirement set forth above.

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5. **TERM.** The Texas Avenue-Alameda Street Neighborhood Empowerment Zone shall exist for a term of five (5) years from the date of the adoption of this Resolution. Upon the expiration of five (5) years all incentive programs shall cease.

ADOPTED this ____ day of _____, 2008.

THE CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Kathryn Dodson, Director
Economic Development Department

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Document Name: RESO-08-Alameda Street Revitalization
Document #: 38339 v3
Author_Id: SFIR

EXHIBIT A
WILLIAMS
LAUREL
EUCALYPTUS
MYRTLE
MILLS
TEXAS
BASSETT
MAGOFFIN
OLIVE
SAN ANTONIO
CYPRESS
CENTRAL
PALM
POPLAR
PIEDRAS
CESAR CHAVEZ MEMORIAL
Bowie H.S.
GREAT BEAR
CYPRESS
RAYNOR
PERA
SAN MARCIAL
ALAMEDA
PAISANO
FINDLEY
ESTRELLA
FRUTAS
ROSA
SAN ANTONIO
CEBADA
RIVERA
LUNA
Chamizal National Memorial
GRAMA
COPIA
STEVENS
LATTA
PATRIOT FREEWAY
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E
N
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EXHIBIT B

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (this "Agreement") is made and entered into by and between the **CITY OF EL PASO, TEXAS** (hereinafter referred to as the "CITY"), a Texas home rule municipal corporation, and **COMPNAME** (hereinafter referred to as the "APPLICANT"), a CORPSTATE Corporation, for the purposes and considerations stated below:

WHEREAS, the APPLICANT desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"); and

WHEREAS, the CITY desires to provide, pursuant to Chapter 380, an incentive to APPLICANT to develop the PROJECTDESC as more fully described below; and

WHEREAS, the CITY has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the CITY determines that a grant of funds to APPLICANT will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the CITY; and

WHEREAS, the CITY and APPLICANT desire that development of the PROJECTDESC occur in the City of El Paso; and

WHEREAS, the creation of the PROJECTDESC will encourage increased economic development in the CITY, provide significant increases in the CITY's property tax revenues, and improve the CITY's ability to provide for the health, safety and welfare of the citizens of El Paso; and

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WHEREAS, the CITY has concluded and hereby finds that this Agreement clearly promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the CITY and APPLICANT.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.
The following words shall have the following meanings when used in this Agreement.

A. **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.

B. **Applicant.** The word "APPLICANT" means **COMPNAME**, a CORPSTATE Corporation.

C. **City.** The word "CITY" means the City of El Paso, Texas.

D. **Development.** The word "Development" means the PROJECTDESC as more fully described by **EXHIBIT A**, which is attached hereto and incorporated herein for all purposes.

E. **Base Year Value.** The words "Base Year Value" mean the value of the real and personal property on the rolls as of January 1st of the year in which this Agreement is executed.

F. **Grant.** The word "Grant" means a payment to APPLICANT under the terms of this Agreement computed with reference to property taxes generated by the Development and payable from the CITY'S general revenue fund.

G. **Grant Submittal Package.** The words "Grant Submittal Package" mean the documentation required to be supplied to CITY on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in **EXHIBIT B**, which is attached hereto and incorporated herein for all purposes.

H. **Qualified Expenditures.** The words "Qualified Expenditures" means those costs incurred by APPLICANT in the acquisition, construction, improvement or furnishing of the Development.

SECTION 2. TERM AND GRANT PERIOD.
The term of this Agreement shall be eight (8) years from the Effective Date of this Agreement. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement, as noted below. However, the APPLICANT's eligibility for Grant payments shall be limited to five (5) consecutive years (the "Grant Period") within the term of this Agreement. The Grant Period shall begin with the first year being the first tax year that begins after the issuance of the Certificate of Occupancy for the Development Failure of the APPLICANT to receive its Certificate of Occupancy. The CITY shall review APPLICANT's eligibility for Grant Payments on an annual basis during the Grant Period.

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SECTION 3. OBLIGATIONS OF APPLICANT.
During the term of this Agreement, APPLICANT shall comply with the following terms and conditions:

A. APPLICANT agrees to develop, construct, and operate, at its sole cost, the Development. APPLICANT shall commence construction and or improvements of the Development within twelve (12) months of the Effective Date of this Agreement. APPLICANT shall receive a certificate of occupancy, and be open for business to the general public within twelve (12) months from the commencement of construction and/or improvements to the Development. APPLICANT agrees that it shall make Qualified Expenditures of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000.00 in the Development. The CITY shall be permitted to review APPLICANT's receipts of Qualified Expenditures to evidence the expenditure of a minimum amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

B. Unless otherwise agreed by the CITY and APPLICANT, each Grant Submittal Package shall be in the form provided in **EXHIBIT B**. If APPLICANT fails to timely submit a Grant Submittal Package for a particular year, the CITY may give APPLICANT written notice of its failure to timely submit such Grant Submittal Package, and APPLICANT shall have thirty (30) calendar days from the date on which such written notice is given in which to submit such Grant Submittal Package. The CITY's determination of the amount of the Grant payment due to APPLICANT is final; provided, however, that the APPLICANT may appeal to the City Council within thirty (30) days of payment. The City Council shall hear the appeal within thirty (30) days of request for appeal and the City Council's determination of the amount of the Grant payment shall be final. Nothing herein shall limit (or be construed to limit) APPLICANT's rights and remedies as described in Section 5 of this Agreement.

C. APPLICANT shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Development and any other property within the City of El Paso. APPLICANT shall have the right to contest the appraised value of the Development as provided by law. However, APPLICANT covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Central Appraisal District at Base Year Value or lower.

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SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), CITY shall comply with the following terms and conditions:

A. The CITY agrees to process any Grant Payments to APPLICANT within ninety (90) days after its approval of the APPLICANT's Grant Submittal Package.

B. Pursuant to the CITY's "Incentives Policy – Guidelines and Criteria", the CITY shall determine the total amount of Grant Payments due to the APPLICANT, if any, on an annual basis.

SECTION 5. EVENTS OF DEFAULT.
Each of the following shall constitute an Event of Default under this Agreement:

A. **Failure to Maintain Development.** APPLICANT's failure or refusal to operate the Development pursuant to this Agreement through the entire Grant Period of this Agreement, and APPLICANT's failure or refusal to cure within thirty (30) days after written notice from the CITY describing such failure, shall be deemed an event of default. However, if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but the APPLICANT has not yet commenced such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure, such actions or omissions shall also be deemed an event of default.

B. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and APPLICANT fails to cure same within thirty (30) days after written notice from the CITY describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and APPLICANT fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Further, if APPLICANT obtains actual knowledge that any previously provided warranty, representation or statement has become false or misleading after the time that it was made, and APPLICANT fails to provide written notice to the CITY of the false or misleading nature of such warranty, representation or statement within ten (10) days after APPLICANT learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Grant Payments previously provided by the CITY pursuant to this Agreement shall be recaptured and repaid by APPLICANT within sixty (60) days from the date of such termination.

C. **Insolvency.** The dissolution or termination of APPLICANT's existence as a going business or concern, APPLICANT'S insolvency, appointment of receiver for any part of APPLICANT'S portion of the Property, any assignment of all or substantially all of the assets of APPLICANT for the benefit of creditors of APPLICANT, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against APPLICANT shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

08 JUN -9 PM 2:11
CITY CLERK DEPT.

D. **Construction of Development.** APPLICANT'S failure to comply with its construction obligations set forth in this Agreement and APPLICANT's failure to cure same within thirty (30) days after written notice from the CITY shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence but APPLICANT fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the

extent such failure is caused by any act or failure to act on the part of the CITY, such actions or omissions shall be deemed events of default.

E. **Property Taxes.** In the event APPLICANT allows any property taxes owed to the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the CITY and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, APPLICANT shall have the right to contest the appraised value of the Development provided however, the APPLICANT agrees that it will not contest or allow any party to contest on its behalf a value of less that $_____which the parties have agreed is the minimum value for tax purposes. APPLICANT'S failure to comply with this prohibition against maintaining the minimum tax value shall constitute an event of default and may result in a termination of this Agreement.

F. **Other Defaults.** Failure of APPLICANT or CITY to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and APPLICANT or CITY fails to cure such failure within thirty (30) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but if APPLICANT or CITY also fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default.

G. **Failure to Cure.** If any event of default by APPLICANT shall occur, and after APPLICANT fails to cure same in accordance herewith, then this Agreement is terminated without any further action required of the CITY and the CITY's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

SECTION 6. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The CITY may terminate this Agreement for its convenience and without the requirement of an event of default by APPLICANT, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

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SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

C. **Assignment of APPLICANT's Rights.** APPLICANT understands and agrees that the CITY expressly prohibits APPLICANT from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the CITY's prior written consent. Any such attempt to sell, transfer, assign or convey without the CITY's prior written consent shall result in the immediate termination of this Agreement, with no ability for the APPLICANT to cure.

D. **APPLICANT's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, APPLICANT shall notify the CITY in writing of such sale or transfer within thirty (30) business days of the effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the CITY of such sale or transfer within the applicable period shall constitute an event of default.

E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. CITY warrants and represents that the individual executing this Agreement on behalf of CITY has full authority to execute this Agreement and bind CITY to the same. The individual executing this Agreement on APPLICANT's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.

F. **Completion of Development.** As consideration for the agreements of the CITY as contained herein, APPLICANT agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

H. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the CITY.

I. **Filing.** The CITY shall file this Agreement in the deed records of El Paso County, Texas.

J. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the

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party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

K. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

CITY: City of El Paso
City Manager
2 Civic Center Plaza
El Paso, Texas 79901

Copy To: City of El Paso
Economic Development Department Director
2 Civic Center Plaza
El Paso, Texas 79901

APPLICANT: _____
_____
_____

L. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the CITY, whether now existing or in the future arising

M. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

N. **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

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(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20___.

CITY OF EL PASO, TEXAS

_____
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

_____
Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Kathryn Dodson, Director
Economic Development Department

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 20__, by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas** (CITY).

_____
Notary Public, State of Texas

My Commission Expires:

_____

CITY CLERK DEPT.
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(SIGNATURES CONTINUE ON FOLLOWING PAGE)

APPLICANT: _____

_____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 20___, by _____, as _____ of **COMPNAME** (APPLICANT).

_____
Notary Public, State of _____

My Commission Expires:

_____

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EXHIBIT A

[Legal Description]

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EXHIBIT B

[Grant Submittal Package Form]

COMPNAME believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20___ and signed by _____ of **COMPNAME**. Pursuant to the Agreement, **COMPNAME** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. Receipts showing at least $100,000 of qualified expenditures.
2. Property Tax Payment Receipt(s) of payment for tax year _____.

It is understood by **COMPNAME** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

COMPNAME

_____
Name:

_____
Title: _____

ACKNOWLEDGMENT

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 20___, by _____, as _____ of **COMPNAME** (APPLICANT).

_____
Notary Public, State of _____

My Commission Expires:

_____

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Doc. No.: 38900 v2
Doc. Name: 380 Neighborhood Agreement
Doc. Author: SFIR

Attachment "C" – Table of Ineligible Uses

	Use	Supplemental Standards
8.20	Motor vehicle repair, major	§20.10.010; §20.10.020; §20.10.090
10.19	Tattoo parlor	§20.10.010; §20.10.020
11.01	Adult motion picture theatre	§20.10.010; §20.10.020; §20.10.620
11.07	Billiard & pool hall	§20.10.010; §20.10.020
11.29	Nude live entertainment club	§20.10.010; §20.10.020; §20.10.620
14.01	Adult book store	§20.10.010; §20.10.020; §20.10.620
14.15	Flea market (outdoor)	§20.10.010; §20.10.020; §20.10.430
14.30	Pawn shop	§20.10.010; §20.10.020

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Design Standards & General Guidelines Exhibit D

All properties seeking incentives through the Neighborhood Empowerment Zone designation shall comply with applicable sections of the City of El Paso Municipal Code for building design and construction and shall follow adopted design standards including those included in the City of El Paso Comprehensive Plan. In addition, the following guidelines shall be followed for incentives.

1. Building Setback and Site Development,

(a) Site layout, scale and mass of new construction should be generally compatible with existing development in the same block.
(b) Improvements to existing and proposed development should be encouraged to begin to attract more pedestrian friendly businesses and move more people through the corridor, not just vehicles.
(c) Building frontages should be located close to the street with entries to buildings having direct access to the street on which they front.
(d) Traditional neighborhood commercial "storefronts" that overlook and open to the street are encouraged.
(e) Buildings and landscape features should be oriented to frame views of special buildings and open spaces.
(f) Encourage improvements to existing and proposed development to begin to attract more pedestrian friendly businesses and move more people through the corridor, not just vehicles.
(g) Building design should promote multi-modal transportation as a means of reducing the demand for peak period vehicular trips including ride-sharing, flexible working hours, parking management innovations, and mixed-use development
(h) Promote mixed-use development in neighborhood centers that ties directly into transit facilities and reinforce the pedestrian character of various areas.

2. Architectural Styles and Materials

(a) Building facades should be designed to provide visual interest to the streetscape by encouraging character-defining features.
(b) Facade renovations should not destroy or cover original details of a structure that are vital to its proportion or integrity.
(c) Building additions should reflect existing buildings in scale, materials, and window form. Façade renovations should use the same materials whenever possible as in the existing structures. When use of the same materials is not possible, deviations from the original should be minimized.

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3. Circulation & Access

(a) Each commercial use with exterior, street oriented exposure should have an individual public entry directly accessible from a public sidewalk.
(b) All buildings should provide at least one primary building entry oriented to a public right-of-way.
(c) Encourage resident and employment growth within walking distance of neighborhood center transit stops in order to support an inter-modal transportation system.
(d) Incorporate pedestrian amenities and landscaping that will enhance the pedestrian experience.
(e) Pedestrian connections should be provided except where such a connection is impracticable due to unique topography.
(f) Pedestrian connections that connect the on-site circulation system to existing or proposed streets, walkways, and driveways that abut properties are encouraged. Where adjacent properties are undeveloped, streets, access ways and walkways on-site should be aligned or stubbed to allow for extension to the adjoining property.

4. Parking
(a) Parking lots and vehicles should not be allowed to dominate or otherwise diminish the streetscape aesthetic.
(b) Improve the efficiency of parking areas by allowing multiple uses to share parking spaces, curb cuts, and circulation drives where feasible and practical.
(c) Minimize the presence of parking areas on pedestrian corridors and the public realm through a combination of site planning, building placement, landscaping, masonry screening, fencing, and other effective buffering.
(d) Discourage the location of surface parking between the front facades of residential, institutional, and commercial buildings and the public right-of-way.

5. Roofs
(a) Mechanical equipment and utility hardware on new construction shall be screened from public view.

6. Fences
(a) Fencing should be complementary to the character and style of the properties.
(b) Chain link or razor wire fencing visible from the public right-of-way is discouraged.

7. Lighting
(a) Lighting should be of a design, quantity and size compatible with the building and adjacent areas and should not diminish the aesthetic design of the building, create a hazard for motor vehicle drivers and/or pedestrians, or unreasonably disturb neighbors.
(b) Light should not spill onto adjacent properties and excessive brightness is to be avoided.
(c) The visual impact of exterior lighting onto adjacent properties should be minimized by the use of low level unobtrusive fixtures.

8. Signage
(a) Signs should fit within the architectural features of the façade and complement the building's architecture.
(b) Signs should not overlap and conceal architectural elements.
(c) Locations for illuminated signage should be oriented to the public right-of-way.

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9. Maintenance
(a) Encourage the ongoing maintenance of the existing structures.
(b) Regular maintenance of properties including properly disposing of construction debris and removing unsightly weeds, is required.
(c)All reasonable measures should be taken to protect structures from damage and deterioration caused by weather, neglect, and vandalism.

10. Landscaping, Screening and Open Space
(a) Design landscaping so that it enhances architectural features.
(b) Plant materials should be drought tolerant species suitable to the climate and/or native to the region.
(c) Trash containers, mechanical equipment and utility hardware on new construction should be located at the rear of the lot or alley and screened from public view.