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

**DEPARTMENT:** Mobility Services

**AGENDA DATE:** November 17, 2009

**CONTACT PERSON NAME AND PHONE NUMBER:** Jane Shang, Deputy City Manager, 541-4327

**DISTRICT(S) AFFECTED:** all

**SUBJECT:**

Approve a Resolution authorizing the Mayor to sign an agreement with the Camino Real Regional Mobility Authority (CRRMA) for the City to pledge, assign and pay to the CRRMA funds generated from the Transportation Reinvestment Zone (TRZ) to fulfill the City's obligation pursuant to the Memorandum of Understanding associated with the 2008 Comprehensive Mobility Plan (CMP).

**BACKGROUND / DISCUSSION:**

The City Council on July 22, 2008 unanimously endorsed the 2008 CMP which identified fifteen transportation projects vital to improving the region's transportation system. The CMP contemplated that the projects will be funded through a combination of Texas Department of Transportation (TxDOT) funds, the TRZ, federal and toll revenue funds and debt financing. The TRZ was created on December 23, 2008 by adoption of Ordinance No. 017042. The TRZ funds will support three roadway projects and the I-10 Aesthetics project. To advance and fund these projects the CRRMA will enter into pass-through toll and State Infrastructure Loan agreements with TxDOT and issue debt. TxDOT will advance state funding to minimize the amount of funds from pass-through tolls and the financing costs associated with pass-through tolls. As previously supported by the City Council, the funds required to finance and pay for a portion of the costs of these projects will come from the TRZ. The purpose of the agreement is to pledge, assign and pay to the CRRMA the funds collected from the TRZ and to establish the CRRMA's obligations to the City. The TRZ funds will not be used for toll projects and represent incremental funds

**PRIOR COUNCIL ACTION:**

On August 19, 2008 the City entered into a Memorandum of Understanding (MOU) with TxDOT, CRRMA and the El Paso Metropolitan Planning Organization (MPO). The MOU is an agreement between the parties to work cooperatively to complete the projects included in the CMP and was approved by City Council.

**AMOUNT AND SOURCE OF FUNDING:**

Revenues from the TRZ (\$70 million plus financing costs) as identified in the agreement. To minimize the City's financing costs, the RMA will utilize funding from the State Infrastructure Bank. SIB loans have a lower interest rate compared to the open market.

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**BOARD / COMMISSION ACTION:** n/a

Attachments:

Agreement between City of El Paso and Camino Real Regional Mobility Authority (assignment of TRZ revenue)

2008 Comprehensive Mobility Plan project listing

Map of 2008 Comprehensive Mobility Plan

Map of Transportation Reinvestment Zone

2008 Comprehensive Mobility Financing Plan and TxDOT letter

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

**DEPARTMENT HEAD:**

\_\_\_\_\_  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

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**RESOLUTION**

**WHEREAS**, on July 22, 2008 the City Council of the City of El Paso (the "City") endorsed the 2008 Comprehensive Mobility Plan (the "2008 CMP") which identified transportation projects vital to improving the region's transportation system by providing multiple modes of transportation and projects that facilitate the safe and reliable movement of goods and people;

**WHEREAS**, on August 19, 2008 the City entered into a Memorandum of Understanding with the Metropolitan Planning Organization (the "MPO"), TxDOT, and the Camino Real Regional Mobility Authority (the "CRRMA") to work in a cooperative manner to complete the projects identified in the 2008 CMP;

**WHEREAS**, on December 23, 2008, the City adopted Ordinance No. 017042 establishing Transportation Reinvestment Zone Number One, City of El Paso, Texas (the "Zone") to promote transportation projects described by Section 222.104, Transportation Code, as amended, that cultivate development and redevelopment of the Zone, pursuant to Section 222.106, Transportation Code, as amended (the "Act");

**WHEREAS**, the City will pay into a Tax Increment Fund an amount equal to the Tax Increment produced by the City, in accordance with Section 222.106(h) of the Act;

**WHEREAS**, in accordance with Section 222.106(i) of the Act, money deposited to the Tax Increment Fund must be used to fund projects authorized under Section 222.104;

**WHEREAS**, the City and the CRRMA have determined that it would be desirable and further the public purposes of the Act for the CRRMA to enter into Pass-through Agreements with the Texas Department of Transportation for the development of the projects;

**WHEREAS**, the City and the CRRMA desire that, effective with the execution and delivery of the Pass-through Agreement by and between the CRRMA and the Texas Department of Transportation, the City pledge, assign and agree to pay to the CRRMA all amounts deposited in the Tax Increment Fund upon receipt to provide the City's share of funding for the four projects identified within the 2008 CMP as recipients of Zone funds.

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

That the Mayor be authorized to sign an Agreement by and between the **CITY OF EL PASO** and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** for the assignment of Tax Increment Funds collected from Transportation Reinvestment Zone Number One, City of El Paso, Texas, to provide the City's share of funding for the four projects identified within the 2008 Comprehensive Mobility Plan as recipients of Zone funds.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook, Mayor

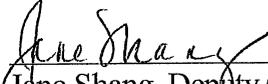
ATTEST:

\_\_\_\_\_  
Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jane Shang, Deputy City Manager  
Mobility Services

STATE OF TEXAS §

COUNTY OF EL PASO §

**AGREEMENT BY AND BETWEEN THE CITY OF EL PASO, TEXAS  
AND THE CAMINO REAL REGIONAL MOBILITY AUTHORITY**

THIS AGREEMENT is made by and between the City of El Paso, Texas, a municipal corporation organized under the laws of the State of Texas (the "City"), and the Camino Real Regional Mobility Authority, a regional mobility authority organized and existing under Chapter 370, Transportation Code, as amended (the "CRRMA").

WITNESSETH:

WHEREAS, on July 22, 2008 the City Council of the City of El Paso endorsed the 2008 Comprehensive Mobility Plan (the "2008 CMP") which identified transportation projects vital to improving the region's transportation system by providing multiple modes of transportation and projects that facilitate the safe and reliable movement of goods and people;

WHEREAS, on August 19, 2008 the City Council of the City of El Paso entered into a Memorandum of Understanding with the Camino Real Regional Mobility Authority to work in a cooperative manner to complete the projects identified in the 2008 CMP;

WHEREAS, on December 23, 2008, the City Council of the City adopted Ordinance No. 017042 establishing Transportation Reinvestment Zone Number One, City of El Paso, Texas (the "Zone") to promote transportation projects described by Section 222.104, Transportation Code, as amended ("Section 222.104") that cultivate development and redevelopment of the Zone, pursuant to Section 222.106, Transportation Code, as amended (the "Act");

WHEREAS, the City will pay into the Tax Increment Fund (as defined in Section I.A hereof) an amount equal to the Tax Increment produced by the City, in accordance with Section 222.106(h) of the Act;

WHEREAS, in accordance with Section 222.106(i) of the Act, money deposited to the Tax Increment Fund must be used to fund projects authorized under Section 222.104;

WHEREAS, prior to creation of the Zone, the City intended to enter into one or more agreements (the "Pass-through Agreement") with the Texas Department of Transportation under Section 222.104 for the design, development, financing, construction, maintenance, or operation by the City of the Projects (as defined in Article I hereof) located within the Zone;

WHEREAS, the City and the CRRMA have now determined that it would be desirable and further the public purposes of the Act for the CRRMA, instead of the City, to enter into the Pass-through Agreement for the development of such Projects;

WHEREAS, the City and the CRRMA desire that, effective with the execution and delivery of a Pass-through Agreement for the development of one or more of the Projects, the City pledge, assign and agree to pay to the CRRMA all amounts deposited in the Tax Increment Fund upon receipt to provide funding for all or a portion of the Projects; and

WHEREAS, in light of such pledge and assignment of amounts in the Tax Increment Fund, the City and the CRRMA desire that the CRRMA negotiate, finalize, execute and deliver the Pass-through Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

## **I. DEFINITIONS**

“Act” shall mean Section 222.106, Transportation Code, as amended.

“Agreement” shall mean this Agreement between the City and the CRRMA.

“Captured Appraised Value” shall mean the total appraised value of all real property taxable by the City and located in the Zone as of January 1 of any year less the Tax Increment Base of the Zone.

“City” shall mean the City of El Paso, Texas.

“City Council” shall mean the City Council of the City.

“CRRMA” shall mean the Camino Real Regional Mobility Authority.

“CRRMA Obligations” shall mean the bonds, loans, notes or other contractual obligations which the CRRMA may incur from time to time pursuant to Article III hereof.

“Governmental Accounting Standards Board” shall mean the recognized official source of generally accepted accounting principles (GAAP) for state and local governments.

“Interlocal Cooperation Act” shall mean Chapter 791, Government Code, as amended.

“Ordinance” shall mean Ordinance No. 017042 adopted by the City Council on December 23, 2008 establishing the Zone and the Tax Increment Fund, as such Ordinance may be amended.

“Pass-through Agreement” shall mean one or more agreements between the Texas Department of Transportation and the CRRMA to be entered into pursuant to Section 222.104 in furtherance of the Projects.

“Pledged Revenue Fund” shall mean one or more fund established by the CRRMA in documents relating to the incurrence of CRRMA Obligations into which payment from the City’s Tax Increment Fund is to be deposited.

“Projects” shall refer to the four (4) projects identified within the 2008 Comprehensive Mobility Plan as recipients of Zone funds; namely, Loop 375 at NE, Loop 375 at Zaragoza, Loop 375 at I-10, and the Aesthetic Project (as defined in such 2008 Comprehensive Mobility Plan).

“Section 222.104” means Section 222.104, Texas Transportation Code, as amended.

“Tax Increment” shall mean the amount of property taxes levied and collected each year by the City on the Captured Appraised Value.

“Tax Increment Base” shall mean the total appraised value of all real property taxable by the City and located in the Zone as of January 1, 2008, the year in which the Zone was designated as a transportation reinvestment zone.

“Tax Increment Fund” shall mean the Tax Increment Fund created by the City for the Zone pursuant to the Ordinance including any subaccount therein into which all Tax Increment shall be deposited by the City.

“Trustee” shall mean the financial institution so designated in the documents relating to the incurrence of CRRMA Obligations.

“Zone” shall mean the Transportation Reinvestment Zone Number One, City of El Paso, Texas, which was created by the Ordinance.

## II. PASS-THROUGH AGREEMENT

In accordance with Texas law, including without limitation the Interlocal Cooperation Act, and in consideration of the mutual covenants made in this Agreement, the CRRMA agrees to negotiate, finalize, execute and deliver to the Texas Department of Transportation the Pass-through Agreement necessary to facilitate the design, development, financing, construction, maintenance and operation of the Projects in exchange for the power to incur CRRMA Obligations.

## III. CRRMA OBLIGATIONS

### A. General Statement.

1. The parties have agreed that the CRRMA has the authority to issue CRRMA Obligations to develop the Projects, which CRRMA Obligations are to be repaid, in whole or in part, from moneys to be paid by the City to the CRRMA from Tax Increment pursuant to this Agreement; provided, however, that the aggregate principal amount of such obligations shall not exceed \$70 million plus all related financing costs.

2. Notwithstanding anything in this Article III to the contrary, in the event that the interest rate on a CRRMA Obligation in the form of a State Infrastructure Bank loan (the “SIB Loan”) exceeds 5.5%, the City and the CRRMA agree that the following procedures shall

apply. In such event, before issuing or incurring such SIB Loan, upon notice the CRRMA and the City shall meet and discuss in good faith a mutually satisfactory alternative financing program for the Project to be financed, in whole or in part. Such financing program shall have advantageous commercial terms available in the then-existing financial markets. In the event that the parties do not mutually determine, within sixty (60) days following such notice, a financing program for such Project with an interest rate lower than the interest rate on the proposed SIB Loan, the CRRMA may issue or incur such SIB Loan.

B. Project Delivery and Execution. Upon receipt of all applicable approvals, including execution of this Agreement, the necessary Pass-through Agreement and any other related agreements, the CRRMA shall be responsible for any such design, development, financing, construction, maintenance and operation of the Projects, as more fully described within such approvals and agreements. The CRRMA shall develop Project milestones and construction schedules, as applicable, for each of the Projects and submit them to the City for informational purposes. The CRRMA shall work diligently on meeting said milestones during project development to complete construction plans and specifications that are acceptable and approved by the Texas Department of Transportation and that allow for construction of the Projects. Project schedules may include multiple construction phases to complete the Projects.

C. Power to Incur CRRMA Obligations. The CRRMA shall have the power from time to time to issue and incur CRRMA Obligations to develop the Projects upon such terms and conditions as the CRRMA shall determine to be necessary or desirable to fund the Projects. The CRRMA Obligations may be in the form of one or more bonds, loans, notes, or other form of contractual obligations in exchange for the obligations of the CRRMA to repay such costs, in whole or in part, from future payments made by the City to the CRRMA pursuant to this Agreement. The number, type and frequency of such CRRMA Obligations shall be in the sole discretion of the CRRMA; provided, however, that the aggregate principal amount of such obligations shall not exceed \$70 million plus all related financing costs, as noted herein.

D. CRRMA Obligations.

1. To fund the Projects, the CRRMA may issue its CRRMA Obligations from time to time in an aggregate amount necessary to finance and pay costs of the Projects (including amounts necessary to fund reserves and capitalized interest accounts and to pay costs of issuance) which will be repaid by the CRRMA, in whole or in part, from payments made by the City pursuant this Agreement. The deposit and disbursement of CRRMA Obligations proceeds shall be made in accordance with the documents authorizing their issuance. The City shall have no financial obligation to make any principal or interest payment, in whole or in part, on behalf of the CRRMA to fund the CRRMA's obligations in the event the Pledged Revenue Fund has insufficient funds to fulfill its annual principal and interest payments.

2. CRRMA Obligations issued by the CRRMA shall be secured, in whole or in part, by funds deposited from time to time in the Pledged Revenue Fund. The CRRMA agrees to provide to the City, upon request, copies of any proposed trust indenture, bond resolution, loan agreement or other financing documents in connection with any issuance of CRRMA Obligations.

E. Accounting. Complete books and records shall be maintained showing deposits to and disbursements from the Tax Increment Fund of the City and the Pledged Revenue Fund or other funds of the CRRMA, which books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the City or the CRRMA during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The City and the CRRMA shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

F. Pledge of Pledged Revenue Fund. The CRRMA may pledge and assign all or a part of the Pledged Revenue Fund and amounts therein to the owners and holders of CRRMA Obligations or to a Trustee acting on their behalf.

G. Depository. Any moneys received from investing and reinvesting the moneys paid by the City to the CRRMA shall remain in the Pledged Revenue Fund until used by the CRRMA for the purposes permitted by this Agreement; provided, however, that these funds shall be accounted for separately. Moneys in the Pledged Revenue Fund may be invested and reinvested by the CRRMA only in investments which would be eligible for investment by the City pursuant to the provisions of the City's Investment Policy and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

#### IV. DUTIES AND RESPONSIBILITIES OF THE CITY

A. Tax Increment Fund. In the Ordinance, the City established a separate fund (which may include subaccounts if necessary) in the City treasury into which all Tax Increment shall be deposited (the "Tax Increment Fund"). During the term of this Agreement, contingent solely upon execution and delivery of a Pass-through Agreement for the development of one or more of the Projects, the City will pay to the CRRMA, on a monthly basis on the first business day of each month thereafter, all monies then available in the Tax Increment Fund, and the City hereby pledges, assigns and agrees to pay such monies to the CRRMA. If the City fails to deposit such monies directly into the Pledged Revenue Fund as required by Section IV.D hereof, upon receipt the CRRMA shall deposit such funds in the Pledged Revenue Fund.

B. Limitation of Source of Payment. The obligation of the City to the CRRMA under this Agreement is limited to the Tax Increment. This Agreement shall create no obligation of the City which is payable from taxes or other moneys of the City other than the Tax Increment which is collected by the City. Until the CRRMA has issued all CRRMA Obligations which the CRRMA is authorized to issue pursuant to Article III hereof and those CRRMA Obligations, together with interest thereon, have been fully paid or provision for payment thereof shall have been made in accordance with their terms, the City covenants and agrees to annually assess, levy and collect its ad valorem taxes within the Zone and not to terminate or dissolve the Zone. The City shall have no obligation with respect to CRRMA Obligations except to pay the Tax Increment to the CRRMA pursuant to the terms of this Agreement. The City makes no representation or warranty that the amount of Tax Increment payable to the CRRMA in accordance with this Agreement will be sufficient to pay the principal of and interest on the CRRMA Obligations, and the City shall have no liability whatsoever for any such deficiency.

C. Limitation of Amount of Payment. The obligation of the City to the CRRMA under this Agreement is limited to the aggregate principal amount of \$70 million plus all financing costs, and interest charges related to the CRRMA Obligations authorized under this Agreement. The City shall not be responsible for the payment of any Project cost overrun in excess of \$70 million nor the cost of financing any Project cost overrun in excess of \$70 million.

D. Allocated Funds; Limitation of Duties. The duty of the City to pay money to the CRRMA for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement. The payments and covenants herein provided for shall be the entire and complete compensation of the CRRMA for its services and expenses in connection herewith.

E. Collection and Payment of Tax Increment by the City. In consideration of the services to be provided by the CRRMA, which includes the development of transportation projects that will benefit the City and its residents, the City covenants and agrees that it will, as authorized under the Act and other applicable laws, continuously collect the Tax Increment during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City further covenants and agrees that it will make all payments as set forth in Section IV.A above, by a direct deposit into the Pledged Revenue Fund, without counterclaim or offset.

F. Obligations of City to be Absolute. The obligation of the City to make the payments set forth in this Agreement of the Tax Increment shall be absolute and unconditional, and until such time as this Agreement, and all CRRMA Obligations issued and to be issued pursuant to this Agreement have been fully paid or provision for payment thereof shall have been made in accordance with their terms, the City will not suspend or discontinue any payments of Tax Increment required to be made by the City to the CRRMA pursuant to this Agreement and will not terminate this Agreement except as specifically permitted by this Agreement.

G. Condition Precedent. Notwithstanding anything to the contrary herein, all obligations of the City hereunder with respect to CRRMA Obligations issued to fund a Project are contingent and conditioned upon the execution and delivery of the Pass-through Agreement necessary for the development of that Project.

## V. PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no director or officer of the CRRMA, nor any employee or agent of the CRRMA, and no employee of the City, nor any councilmember, officer or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement, or the operations of the CRRMA or the City under the terms of this Agreement.

## VI. LAW TO BE OBSERVED

The CRRMA at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county or city governments.

**VII.  
INFORMATION & REPORTS**

The CRRMA shall, at such times and in such form as the City may request, furnish periodic information concerning the status of the CRRMA and the performance of its obligations under this Agreement, and such other statements, certificates and approvals relative to the CRRMA as may be reasonably requested in writing by the City. The CRRMA shall also, at a minimum, make two (2) reports per year to the City Council. The first shall occur no later than May 1 of each year during the term of this Agreement and may coincide with any reports being provided relative to the CRRMA's Annual Report. The second report shall occur no later than six (6) months after the completion of the first report. Said reports shall include information on the current status of the Projects, the current financial status of the pledged revenue fund(s) and the state of the CRRMA as a public entity in general. The City covenants and agrees that it shall provide the CRRMA with such information as may be necessary for the CRRMA to satisfy its continuing disclosure obligations and any other obligations as set forth in the documents authorizing issuance of the CRRMA Obligations.

**VIII.  
COORDINATION WITH CITY OFFICIALS**

The CRRMA will coordinate its activities pursuant to this Agreement with the City Manager or the City Manager's designee. However, for the Project identified as the Aesthetic Project, the CRRMA shall coordinate with the I-10 Aesthetics Steering Committee ("Steering Committee"). The City Manager shall identify the members of the Steering Committee from the City, including at least one (1) member from the Museums and Cultural Affairs Department and two (2) members from the Engineering Department. The Texas Department of Transportation may also participate in the Steering Committee. The purpose of such Committee shall be to review and recommend a comprehensive plan for aesthetic improvements within the Aesthetic Project's limits, including the recommendation and prioritization of specific locations for improvements.

**IX.  
ADDRESS AND NOTICE**

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or hand delivered, to the CRRMA at the following address or such other address as may be provided by the CRRMA:

Camino Real Regional Mobility Authority  
2 Civic Center Plaza, 9<sup>th</sup> Floor  
El Paso, TX 79901  
Attention: Executive Director

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or hand delivered, to the City at the following addresses or such other address as may be provided by the City:

City of El Paso  
2 Civic Center Plaza  
El Paso, TX 79901  
Attention: City Manager

## X. APPLICABLE LAWS

This Agreement is made subject to the constitution and laws of the State of Texas. Venue shall be in the County of El Paso.

## XI. CAPTIONS

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any article, section, or part of this Agreement.

## XII. SUCCESSORS AND ASSIGNS

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party, except that the CRRMA may assign its rights hereunder to the Trustee under any trust indenture or other instrument to secure CRRMA Obligations.

## XIII. TERM AND TERMINATION, DISSOLUTION OF ZONE

A. In General. This Agreement shall become effective, and its initial term shall begin, on the date of execution by both parties, and shall end upon dissolution or termination of the Zone.

B. Termination.

1. This Agreement shall terminate automatically at such time as all CRRMA Obligations issued pursuant to this Agreement have been fully paid.

2. A party may terminate its performance under this Agreement without cause only upon agreement in writing signed by both parties.

3. In the event the Project approvals and agreements referenced within Section IIIB above are revoked for any particular Project and the CRRMA is no longer permitted

to pursue the development of said Project, the City shall be entitled to terminate the obligations arising under this Agreement only for such Project.

4. In the event the approvals and agreements referenced within Section IIIB above are revoked for all Projects, the City shall be entitled to terminate, by written notice to the CRRMA, the authority of the CRRMA to issue additional CRRMA Obligations under this Agreement.

5. In the event the Projects are not substantially completed and open to the traveling public within five years from March 1, 2010, the City shall be entitled to terminate, by written notice to the CRRMA, the authority of the CRRMA to issue additional CRRMA Obligations under this Agreement to fund any Project the development of which has not commenced.

6. In addition, the CRRMA may, by written notice to the City, terminate its performance under this Agreement upon default by the City, and the City may, by written notice to the CRRMA, terminate the authority of the CRRMA to issue additional CRRMA Obligations under this Agreement upon default by the CRRMA. Default by a party shall occur if the party fails to perform or observe, in any material respect, any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to take the action described above as of the sixtieth (60th) day following the receipt by the defaulting party of a notice describing such default and intended action if such default is then continuing; provided, however, that such action may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default following such sixtieth (60th) day.

7. Notwithstanding anything in this Article XIII to the contrary, no termination of this Agreement will affect the obligations of the City under Article IV of this Agreement, including without limitation the obligation to pay from Tax Increment an amount which will permit the CRRMA to pay in full all amounts due and to become due under any CRRMA Obligations issued or incurred pursuant to this Agreement prior to termination.

C. Dissolution of Zone. The City agrees not to dissolve or terminate the Zone unless it makes arrangements, which the CRRMA has approved in writing, to provide for the payment in full of the CRRMA Obligations which the CRRMA is authorized to issue pursuant to Article III hereof. Should State law repeal the Act which authorized the creation of the Zone and require termination of the Zone, the City shall be authorized to terminate the Zone and terminate this Agreement in its entirety with no further obligation of the City to the CRRMA; provided, however, that the termination of the Zone shall not relieve the City of its obligations to make arrangements, which the CRRMA has approved in writing, to provide for the payment in full of the CRRMA Obligations which the CRRMA has issued or incurred pursuant to Article III hereof prior to such termination.

**XIV.  
AMENDMENT OR MODIFICATIONS**

Changes, amendments or modifications to this agreement shall occur only by mutual, written consent of the parties. The foregoing notwithstanding, no amendment shall become effective until the parties have received an opinion of nationally-recognized bond counsel selected by the CRRMA and approved by the City to the effect that such amendment will not adversely impair the rights of the owners of any outstanding bonds, notes or other obligations issued by the CRRMA. Said review by bond counsel to occur within 30 days from the date a written amendment is proposed by either party.

**XV.  
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

EXECUTED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

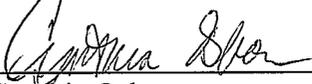
**CITY OF EL PASO**

\_\_\_\_\_  
John F. Cook  
Mayor

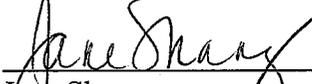
ATTEST:

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

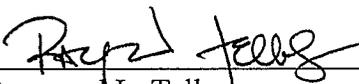
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT;

  
\_\_\_\_\_  
Jane Shang  
Deputy City Manager  
Mobility Services

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

  
\_\_\_\_\_  
Raymond L. Telles  
Executive Director

CITY CLERK DEPT.  
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2008 Comprehensive Mobility Plan - Updated October 2009 DRAFT

El Paso District



(In Millions)

Roadways																		
C&I	HIGHWAY	DESCRIPTION	Ready to Let Year	Constr Cost (YOE) Total Project Cost	Cat 1 Preventive Maint. & Rehab.	Cat 2 Metro Area Corridor Projects	Cat 5 CMAQ	Cat 7 STP Metro Mobility	Cat 10 Misc.	Cat 11 District Discr.	CBI - Coord Border Infrastr	Estim. TRZ Bond	Estim. Toll Revenue Bond	ARRA TTC	ARRA MPO	Other TBD	Comments	Project Developer
2552-01-033	LP 375 (Woodrow Bean Transmountain West)	I-10 to State Park, widen from 2 to 4 lane divided. No grade separation or direct connectors	2010	\$16.5		\$1.0					\$15.5							TxDOT
2121-02-123	I-10 @ UTEP	Interchange improvements	2010	\$12.0		\$0.0			\$0.5		\$11.5							TxDOT
2552-01-036	LP 375 (Woodrow Bean Transmountain Northeast)	Dyer to US 54, build 4 main lanes - including interchange underpass at US 54	2010	\$80.0		\$60.0					\$0.0	\$20.0					TPB 4-3-09	CRRMA
0274-01-037	FM 76 (North Loop)	City limits to FM 1281 widen from 2 to 4 lanes	2010	\$17.0	\$8.0					\$9.0								TxDOT
2552-03-034	LP 375 @ FM 659	Interchange improvements, incl'd 2 connectors	2011	\$32.0		\$17.0						\$15.0						CRRMA
7771-04-035, etc.	I-10 @ LP 375 (Americas)	Build 2connectors (out of 8) Original CNIP	2010	\$70.0		\$5.0					\$15.0	\$30.0		\$20.0			TPB 3-6-09	CRRMA
8056-24-031, etc.		Build 2connectors (out of 8) ARRA Project	2010	\$78.0										\$55.0	\$21.0		TPB 3-6-09	
0698-01-021 2552-01-021	Horizon / Burford	FM 76 to SH 20 widening from 2 to 4 lanes	2011	\$9.0	\$2.0	\$3.0		\$4.0										TxDOT
	SPUR 276 (LP 375 Re-alignment)	From north of Borderland to west of I-10	2011	\$27.0		\$4.0		\$17.0	\$6.0								\$0.0	TxDOT
subtotal (1)				\$339.5	\$10.0	\$90.0	\$0.0	\$21.0	\$6.5	\$9.0	\$42.0	\$65.0	\$0.0	\$75.0	\$21.0	\$0.0		
Transit																		
0001-02-054	SH 20 (Mesa) - Phase I	SH 20 (Mesa) From Doniphan to UTEP	2010	\$25		\$23	\$2											City of El Paso
0274-03-089	US 62/180 (Montana) - Phase I	US 62/180 (Montana) from Hueco Club Park to Airway	2011	\$2		\$2	\$0											City of El Paso
subtotal				\$27	\$0	\$25	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Aesthetics/Highway Improvements																		
7771-01-030	I-10	I-10 from LP 375 (Transmountain) to LP 375 (Joe Battle/Americas)	2010	\$10		\$5						\$5						CRRMA
subtotal				\$10	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0		
Non-Toll Projects Total (1)				\$379.5	\$10.0	\$120.0	\$2.0	\$21.0	\$6.5	\$9.0	\$42.0	\$70.0	\$0.0	\$76.0	\$21.0	\$0.0		
CRRMA																		
C&I	HIGHWAY	DESCRIPTION	Ready to Let Year	Total Project Cost	Cat 1 Preventive Maint. & Rehab.	Cat 2 Metro Area	Cat 5 CMAQ	Cat 7 STP Metro Mobility	Cat 10 Misc.	Cat 11 District Discr.	CBI - Coord. Border	Estim. TRZ Bond	Estim. Toll Revenue	Estim. TRB proj #12	Prop14	Other TBD	Project Developer	
2552-04-029	PHASE I Southern Corridor LP375 (Cesar Chavez)	Add 2 express toll lanes	TBD	\$79					\$5						\$74		CRRMA	
2552-04-027	PHASE II Southern Corridor LP 375 (Keystone BHW Extension Part1)	Build 4-lane toll connection (Park to Schuster)	TBD	\$226		\$151						\$60			\$15		CRRMA	
2121-02-127 (CDN)		Schuster Re-alignment with connection to I-10 and Loop 375																
2552-04-000	PHASE III Southern Corridor LP 375 (BHW Extension Part 2 and Americas)	Build 4-lane elevated toll (Schuster to I-10 at Sunland Interchange)	TBD	\$426									\$154	\$36			CRRMA	
2552-03-000		& add 2 express toll lanes at Americas (Zaragoza to I-10)																
2121-02-091 (CDN)	I-10 (CD lanes, Sunland Park to LP)	Collector Distributor Lanes (Mesa to Sunland Park)													\$236		CRRMA	
2121-01-002 2121-02-119		Add 2 toll express lanes (Sunland Park Interchange to Loop 375 Transmountain)																
0274-06-136	Northeast Parkway	Right of Way acquisition for ultimate design	TBD	\$30		\$0						\$0				\$30	CRRMA	
RMA Total				\$761	\$0	\$151	\$0	\$0	\$5	\$0	\$0	\$0	\$214	\$36	\$74	\$281		

Note (1): Subtotals reflect sum of construction costs for some project and total project cost for others.

# 2008 COMPREHENSIVE MOBILITY PLAN

NEW MEXICO

TEXAS

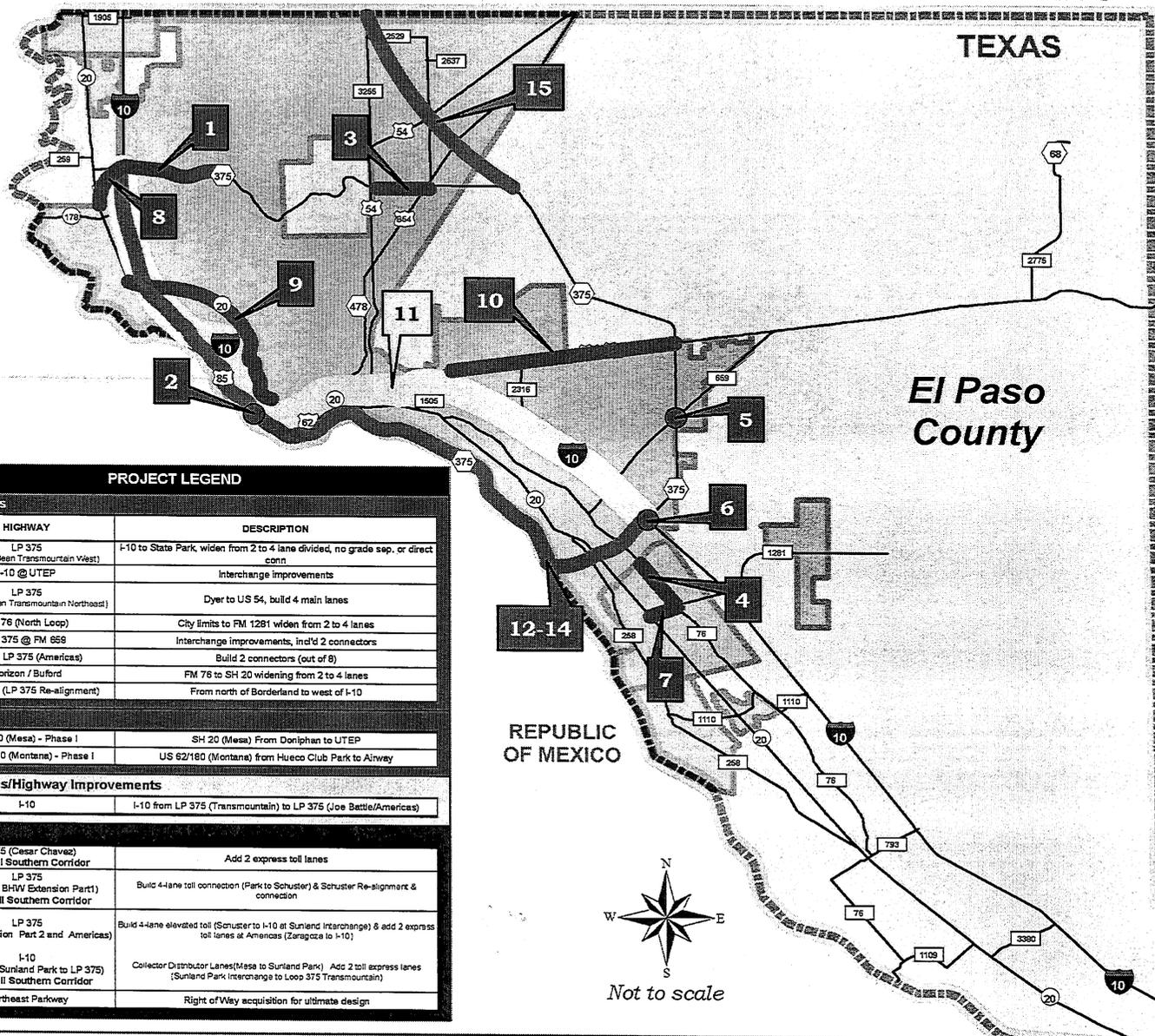
El Paso County



Camino Real  
Regional Mobility Authority  
**CRRMA**



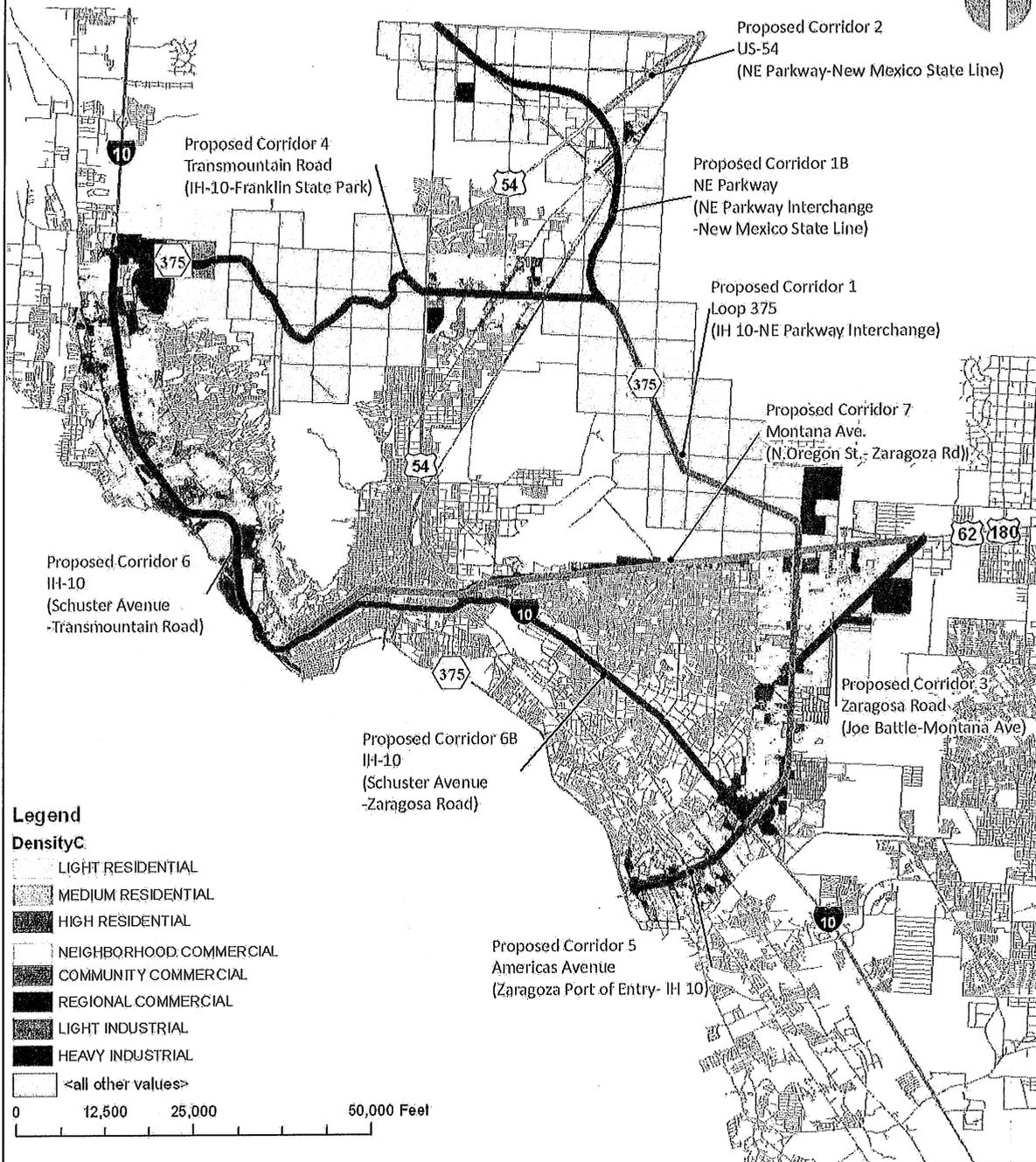
Revised: July 21, 2008



PROJECT LEGEND		
<b>Roadways</b>		
Map #	HIGHWAY	DESCRIPTION
1	LP 375 (Woodrow Bean Transmountain West)	I-10 to State Park, widen from 2 to 4 lane divided, no grade sep, or direct conn
2	I-10 @ UTEP	Interchange improvements
3	LP 375 (Woodrow Bean Transmountain Northeast)	Dyer to US 54, build 4 main lanes
4	FM 76 (North Loop)	City limits to FM 1281 widen from 2 to 4 lanes
5	LP 375 @ FM 659	Interchange improvements, incl'd 2 connectors
6	I-10 @ LP 375 (Americas)	Build 2 connectors (out of 8)
7	Horizon / Buford	FM 76 to SH 20 widening from 2 to 4 lanes
8	SPUR 276 (LP 375 Re-alignment)	From north of Borderland to west of I-10
<b>Transit</b>		
9	SH 20 (Mesa) - Phase I	SH 20 (Mesa) From Doniphan to UTEP
10	US 62/180 (Montana) - Phase I	US 62/180 (Montana) from Hureco Club Park to Airway
<b>Aesthetics/Highway Improvements</b>		
11	I-10	I-10 from LP 375 (Transmountain) to LP 375 (Joe Bette/Americas)
<b>CRRMA</b>		
12	LP375 (Cesar Chavez) PHASE I Southern Corridor	Add 2 express toll lanes
13	LP 375 (Keystone BHW Extension Part I) PHASE II Southern Corridor	Build 4-lane toll connection (Park to Schuster) & Schuster Re-alignment & connection
14	LP 375 (BHW Extension Part 2 and Americas)	Build 4-lane elevated toll (Schuster to I-10 at Sunland Interchange) & add 2 express toll lanes at Americas (Zaragoza to I-10)
14	I-10 (CD lanes, Sunland Park to LP 375) PHASE III Southern Corridor	Collector Distributor Lanes (Mesa to Sunland Park) Add 2 toll express lanes (Sunland Park Interchange to Loop 375 Transmountain)
15	Northeast Parkway	Right of Way acquisition for ultimate design

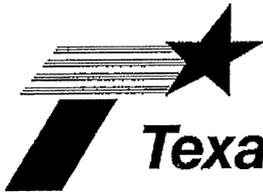


# Proposed TRZ Corridors









# Texas Department of Transportation

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

November 12, 2009

The Honorable John F. Cook  
Mayor, City of El Paso  
Two Civic Center Plaza, 10th floor  
El Paso, Texas 79901

Dear Mayor ~~Cook~~ <sup>John</sup>:

Thank you for taking time to meet with me to discuss the planned implementation of the 2008 Comprehensive Mobility Plan (CMP), along with several other representatives of the CMP partners last Friday, November 6, 2009. Others present included Chairman Pickett, Commissioner Houghton, Chairman Hahn, Raymond Telles, John Barton, Roy Gilyard, Jane Shane, and other members of the City of El Paso's and TxDOT's staff. The presence of these distinguished individuals at our meeting clearly demonstrates the commitment of all the CMP partners to successful advancement of the CMP.

The chart I shared with you during our meeting documents the Texas Department of Transportation's (TxDOT) understanding of our community's plan for implementing the CMP as envisioned last year by the CMP partners. This chart also demonstrates TxDOT's commitment and ability to deliver the necessary funding for the number 2 through 12 CMP projects using available state and federal tax funds, including advanced access to these funds by our region to postpone as long as possible the need for the Camino Real RMA (CRRMA) to issue debt. This accelerated funding commitment from TxDOT will allow the CMP partners to reduce financing costs for these projects while delivering them to construction as early as possible.

Enclosed with this letter is a copy of the chart that I presented to you at our meeting. The chart provides projected letting dates and anticipated cash flow requirements necessary to deliver these projects as planned within the CMP. The chart also describes funds that are available, which funds will be provided through TxDOT's normal program allocations to the El Paso MPO, Pass Through Toll funding, loans from the State Infrastructure Bank, and the City of El Paso's Transportation Reinvestment Zone (TRZ). It should be noted that this plan includes significant use of advanced access to the region's normally anticipated MPO allocation of TxDOT funds. That means TxDOT will advance funding allocations to the El Paso region ahead of normal schedule to enable us to implement the CMP quickly and to minimize our financing costs. This TxDOT commitment demonstrates the significant level of support and assistance being provided by TxDOT to the region. Additionally, finance costs associated with project funds from the TRZ will be less than previously planned when bond sales were anticipated, because of the use of State Infrastructure Bank loans from TxDOT that will be repaid with TRZ funds. Also, finance

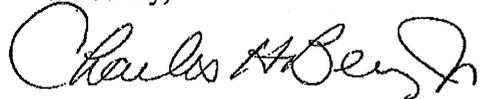
costs associated with pass through toll bond sales will be minimized by delaying issuance of debt as long as possible and they will be covered by TxDOT's funding allocations to the El Paso MPO.

TxDOT's Administration supports this proposal to implement the El Paso CMP. They have directed me to work with the other CMP partners and our staff in Austin to develop a formal financing agreement for the CMP. TxDOT Administration has requested that this agreement be executed by January 31, 2010, or sooner.

The number 13 through 15 CMP projects will be addressed at a later date. The significant nature of these projects' scopes will require substantial and lengthy environmental investigations and documentation before a project schedule can be established for them. Additionally, the CMP partners will need to identify the sources of funds and innovative cost saving measures to fill the funding gap associated with these projects as shown in the CMP.

TxDOT remains committed to delivery of the CMP. We have demonstrated our commitment by providing resources to deliver these projects. We are confident that this plan represents our commitment to the CMP partners. If you have any questions or need additional information, please contact me at (915) 790-4203.

Sincerely,



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

Enclosure

cc: Joyce Wilson, El Paso City Manager  
Jane Shang, El Paso Deputy City Manager  
Raymond L. Telles, CRRMA Executive Director  
Roy Gilyard, El Paso MPO Executive Director  
John Barton P.E., TxDOT Assistant Executive Director for Engineering Services