

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



DEPARTMENT: Economic Development

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

REVISED
7:42 am, Oct 06, 2025

CONTACT PERSON NAME: Karina Brasgalla

PHONE NUMBER: 915-212-0094

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Downtown Management District (the "District") to increase the efficiency and effectiveness of each party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area. The Agreement includes a five-year term with one-year extension options subject to City Council approval.

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

RESOLUTION

That the Mayor is hereby authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the “City”) and the El Paso Downtown Management District (the “District”) to increase the efficiency and effectiveness of each party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area.

APPROVED this _____ day of _____, 2025

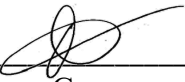
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

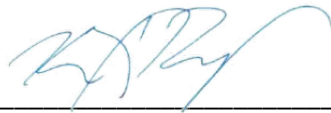
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:


Karina Bragalla, Director
Economic & International Development

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	
COUNTY OF EL PASO	§	

This **Interlocal Agreement** (“Agreement”) is entered into by and between the **City of El Paso, Texas** (the “City”), a home-rule municipal corporation in the State of Texas situated in El Paso County, acting by and through its governing body, the City Council (“City Council”), and the **El Paso Downtown Management District** (the “District”), a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code and legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997, acting by and through its Board of Directors (“District Board”). The City and the District are sometimes referred to in this Agreement collectively as “Parties” and individually as “Party.”

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including the City and the District, to contract with each other to perform governmental functions and services; and

WHEREAS, Section 375.092(i) of the Texas Local Government Code expressly authorizes municipal management districts to enter into agreements with other public entities, including municipalities; and

WHEREAS, in accordance with Section 375.001(h), the District desires to implement activities to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area; and

WHEREAS, in accordance with Section 375.001(c) and (g), the District desires to supplement certain sanitation services within the downtown El Paso area to promote the health, safety, and general welfare of residents, employers, employees, and consumers in the District and the general public; and

WHEREAS, the City and the District believe that a cooperative agreement between the Parties will provide a mutual benefit to both entities and serve the governmental purpose of stimulating commercial development and business activity in the downtown El Paso area; and

WHEREAS, the City and the District have the authority to enter into this Agreement and have each entered into this Agreement by the action of its respective governing body in the appropriate manner prescribed by law; and

WHEREAS, the Parties specify that any Party paying for the performance of said governmental functions shall make those payments from current revenues available to the paying Party; and

WHEREAS, the Parties wish to enter into this Agreement which increases the efficiency and effectiveness of each Party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, the Parties agree as follows:

ARTICLE 1. AGREEMENT PURPOSE

- 1.1. **Purpose.** The purpose of this Agreement is to define the responsibilities of the City or the District as they relate to the joint provision of sanitation, marketing, event attraction and promotion, and economic and commercial development services within Downtown El Paso to stimulate commercial development and business activity and promote accessibility and consumer traffic within the Service Area.

ARTICLE II. EFFECTIVE DATE AND TERM

- 2.1. **Effective Date.** The Effective Date of this Agreement shall be October 14, 2025, the date of approval by City Council. Notwithstanding the foregoing, compensation shall be authorized for services performed from October 1, 2025, through October 14, 2025.
- 2.2. **Term.** The Term of this Agreement shall commence on the Effective Date and end on whichever of the following occurs first: (i) September 30, 2030; (ii) the date the District is dissolved; or (iii) the date this Agreement is terminated as provided in Article XXI. This Agreement may be extended for additional one-year terms beyond the initial term upon mutual agreement of both Parties. Any extensions shall be authorized by the City Council, evidenced by a duly authorized resolution, on an annual basis. In the event the District is dissolved prior to the end of this Agreement, this Agreement shall automatically terminate without any action by either Party.

ARTICLE III. DEFINITIONS

- 3.1. **Agreement** means this Interlocal Agreement entered into between the City of El Paso, Texas (the “City”), a home-rule municipal corporation in the State of Texas situated in El Paso County and the El Paso Downtown Management District (the “District”), a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code.
- 3.2. **Annual Report** means the report due to the City from the District detailing its performance of activities under this Agreement and its performance related to key performance indicators identified in **Exhibit A** attached and incorporated herein. Such Annual Report shall be due to the City on or about every month of October following the Effective Date of this Agreement.
- 3.3. **Bike Racks** means bicycle parking facilities located on the Public Right-of-Way in accordance with applicable City Regulations.
- 3.4. **Business Retention and Expansion Program** (or “BRE Program”) means the partnership undertaken by the Parties to establish a program within the Service Area that serves to assist in the

retention of existing businesses; facilitates business growth and expansion; enhances the business climate; and strengthens community partnerships with businesses.

- 3.5. **City** means the City of El Paso, Texas, a home-rule municipal corporation in the State of Texas situated in El Paso County.
- 3.6. **City Code** means the City's Code of Ordinances, as may be amended from time-to-time.
- 3.7. **City Council** means the governing body of the City.
- 3.8. **Critical Corridors** means high traffic corridors where significant public and/or private investment has been made, and include: sidewalks within Public Right-of-Ways adjacent to San Jacinto Plaza, W. Mills Ave. and Trost Ct. between N. Oregon St. and S. Santa Fe St., and S. El Paso St. between the intersection of W. Mills Ave. and Trost Ct. and E. 6th Ave. and as further identified and incorporated herein the attached **Exhibit B**.
- 3.9. **City Regulations** means all applicable ordinances, rules and regulations of the City including, but not limited to, the City Code and the rules and regulations of the State of Texas, its agencies and other political subdivisions and governmental entities, if any, having jurisdiction over the Service Area.
- 3.10. **Disposal Location** means the Delta Transfer Station located at 4200 Delta, El Paso, Texas 79905 when disposal occurs Tuesday through Friday from 8 am to 5 pm and Saturday from 8 am to 4 pm; or two roll-off containers located at the Delta Corral when disposal occurs Sunday, Monday or hours other than those identified for disposal at the Delta Transfer Station. The Disposal Location shall be provided by the City at no cost to the District.
- 3.11. **District** means the El Paso Downtown Management District, a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code.
- 3.12. **District Board** means the governing body of the District.
- 3.13. **Downtown Content Management Area** means the area where the District shall serve as the lead entity responsible for Wayfinding Kiosk and Street Banner content, as further identified and incorporated herein in the attached **Exhibit C**.
- 3.14. **Effective Date** has the meaning found in Section 2.1 of this Agreement.
- 3.15. **Group A sanitation services** are services traditionally provided by the City. Group A Services include: pedestrian trash can abatement; illegal dumping, graffiti abatement from public assets; public asset power washing; minor maintenance of public assets; and City event cleanup.

- 3.16. **Group B sanitation services** The City is not currently participating in the funding of Group B Sanitation Services; however, the City may consider future funding if resources become available. Group B Services include: sidewalk and alley litter abatement; sidewalk power washing -critical corridors and high traffic areas quarterly; high traffic pedestrian trashcan abatement – critical corridors and high traffic areas twice daily and as needed; gum removal – critical corridors are priority; and weed abatement.
- 3.17. **Program Area** means the area in which businesses and properties are eligible for participation in the Downtown Grant Programs, as further identified and incorporated herein in the attached **Exhibit D**.
- 3.18. **Public Assets** means the City-owned street furniture, benches, drinking fountains, fountains, public art, street planters, trash receptacles, recycling receptacles, parklets, other public streetscape improvements, pedestrian lighting, signage, equipment and signal cabinets, kiosks, and other related improvements in the public right-of-ways and parks.
- 3.19. **Public Right-of-Way** means any street, sidewalk, alley and/or easement dedicated to the public use, as further defined by the City Code.
- 3.20. **Service Area** is the area where the District shall provide certain services specified in this Agreement, as further identified and incorporated herein in the attached **Exhibit E**.
- 3.21. **Special Event** means any bazaar, block party, street dance, sidewalk sale, show, exhibition, festival, concert, celebration, or other event that requires the full or partial closure or occupation of a Public Right-of-Way and is not classified as a film-making event, temporary event, picket, demonstration, parade, public assembly, or private property event as defined by the City Code.
- 3.22. **Downtown Grant Programs** or “Programs” means the programs administered by the District and generally intended to provide matching grant funds to facilitate the improvement, rehabilitation and investment of privately owned buildings located in the Program Area.
- 3.23. **Street Banner** means a Public Asset and decorative outdoor informational display fastened to a City-owned street light or utility pole located in the Public Right-of-Way.
- 3.24. **Term** has the meaning found in Section 2.2 of this Agreement.
- 3.25. **Wayfinding Kiosk** means a Public Asset and small structure located on the sidewalk portion of the Public Right-of-Way intended to provide information and help pedestrians and/or bicycle traffic navigate downtown El Paso.

ARTICLE IV. SANITATION SERVICES

- 4.1. **Purpose and District Responsibilities.** The District shall provide, either directly or through a subcontractor, certain sanitation services within the Service Area, coordinated with and

supplementing the City's sanitation services, to maintain an attractive pedestrian environment within the Service Area. The District shall retain supervisory authority over subcontracted personnel, if any, to assure that services are performed in accordance with this Agreement and all applicable laws. Sanitation services to be provided by the District shall include:

- 4.1.1. **Pedestrian Trashcan Abatement.** The District shall regularly empty pedestrian trash receptacles located within the Service Area's Public Right-of-Ways and parks as required to maintain adequate remaining capacity. For the purposes of this Agreement, "adequate remaining capacity" shall mean less than half full and "regularly" shall have the meaning ascribed to it in Subsection 4.1.1 of this Agreement. The District shall be responsible for the disposal of pedestrian trash receptacle contents at a mutually agreeable location provided by the City at no cost to the District. The District shall not be responsible for residential trash collection services. Pedestrian trash can abatement performed once daily, including in high traffic areas and critical corridors, is considered by the parties a Group A service.
- 4.1.2. **Public Asset Power Washing.** The District shall provide public asset power washing services, benches, trashcans, kiosks, and parklets, at least quarterly in selected high traffic areas within the Service Area with Critical Corridors receiving first priority. The locations and frequency of service shall depend on weather, season, and the need for such services. All public asset power washing services within the Service Area shall be periodically inspected by the District for public asset power washing services and scheduling.
- 4.1.3. **Graffiti Abatement.** The District shall inspect for and remove graffiti from Public Assets within the Service Area, as well as from the first floor of any building or structure which is next to or visible from the Public Right-of-Ways in accordance with the City Regulations. Graffiti includes paint, handbills and stickers, but does not include scratched or etched surfaces. The District shall make reasonable effort to remove graffiti within a 24 hour period from the time of discovery.
- 4.1.4. **Illegal Dumping Clean-Up.** The District shall provide illegal dumping clean-up services within the Service Area, as needed. The District shall be responsible for the disposal of collected refuse at a mutually agreeable location provided by the City at no cost to the District.
- 4.1.5. **Minor Maintenance of Public Assets.** The District shall be responsible for the minor maintenance and repair of Public Assets within the Service Area on an as needed basis. In addition, the District shall provide for at least quarterly power washing of certain high touch Public Assets, including but not limited to benches, trash cans, and parklets.
- 4.1.6. **City Post Event Clean-Up.** The District shall provide post event clean-up services for City events occurring on public right-of-ways within the Service Area in accordance with the City Regulations at no cost to the City. Post event Clean-Up services include litter removal

and spot power washing within the event footprint. Cleaning must be organized at least 4-weeks prior to the event and be allowed to occur while traffic control plan is in place.

- 4.1.7. **Other Sanitation Services.** In addition to those identified in this Section, the District may provide other supplemental sanitation services within the Service Area as defined and allowed within Chapter 375 of the Texas Local Government Code, and as deemed fitting and appropriate by the District.
- 4.1.8. **Sanitation Equipment and Personnel.** The District shall own, maintain, and operate the necessary equipment to perform the sanitation services identified in this Section. Further, the District shall supervise and train personnel in the operation and maintenance of the equipment. The District shall be solely responsible with regard to any matter or claim of whatsoever nature as to the supervision, training, activities, and responsibility by or for these persons. Without waiving this responsibility in any manner, it is understood that the District may contract with responsible third parties in order to execute these sanitation services.
- 4.1.9. **Final Accounting.** The District shall provide to the City a final accounting of the actual costs associated with providing the sanitation services set forth in Section 4.1 to be delivered within 90 days following the end of any given District fiscal year. The final accounting is for the purpose of City verification that it paid no more than the City's proportionate share, in accordance with Section 4.2 of this Agreement.
- 4.2. **City Responsibilities.** With respect to sanitation services within the Service Area, the City shall be responsible for the following:
 - 4.2.1. **Non-District Sanitation Services.** The City shall maintain current levels of sanitation services within the Service Area for those services not identified in Subsection 4.1 of this Agreement as District responsibilities; such services include, but are not limited to, street sweeping and periodic parkway and median weed abatement, graffiti abatement above the first floor of buildings and/or structures, tree and irrigation maintenance located within Public Right-of-Ways and parks, and residential trash collection services.
 - 4.2.2. **Major Maintenance of Public Assets.** The City shall provide major maintenance of Public Assets, including pedestrian trash receptacles and Wayfinding Kiosks. Such major maintenance includes but is not limited to, the removal and/or replacement of units when necessary and, with respect to pedestrian trash receptacles, the replacement of internal hard-plastic liners.
 - 4.2.3. **Trash Disposal and Sanitation Equipment Storage Location.** The City shall provide containers and disposal service for all trash collected by the District at no cost to the District. A mutually agreeable location, as close to the Service Area as possible, shall be provided by the City for trash disposal and District sanitation vehicle and equipment storage at no cost to the District.

4.2.4. **Contribution for Services (Group A)**

Through this Interlocal Agreement, the City contracts with the District Management District (“DMD”) for the delivery of services as follows:

- **Group A – Basic City Services.** These are services traditionally provided by the City. DMD shall serve as the sole contractor responsible for the delivery of Group A services. The City shall pay DMD one hundred percent (100%) of DMD’s actual costs to deliver Group A services, plus a management fee of fifteen percent (15%). Annual payment obligations for Group A services are as follows:

Year	Amount
1	\$310,661
2	\$322,112
3	\$334,346
4	\$347,444
5	\$361,517

Payments shall be made within thirty (30) days of the Effective Date of this Agreement and annually thereafter on November 15 during the Term.

4.3. **Final Accounting**

DMD shall provide the City with a final accounting of the actual costs incurred for Group A services within ninety (90) days following the end of each fiscal year. The purpose of this accounting is to enable the City to verify that payments made under this Agreement reflect only the agreed-upon cost shares for Group A services, including the management fee applicable to Group A.

- 4.4. **Overpayment.** If the City determines that the City has contributed more than the City’s proportionate share as identified in Subsection 4.2.4 of this Agreement following: (i) inspection of the final accounting and any relevant records and (ii) a 60 day notice and opportunity to cure period, and failure to cure the same, then the District shall reimburse to the City, within 60 days receipt of the notice, an amount equal to the difference between the City’s total contribution for the fiscal year in question and the City’s calculated proportionate share of the District’s actual costs for performance of the sanitation services identified in Section 4.1 of this Agreement for the same fiscal year.

- 4.5. At the District’s request and not more than annually, the City agrees it may consider, but is under no obligation to agree to, alterations, additions, or deletions impacting the scope of services and/or hourly rates defined in Section 4.1 and changes in the scope of sanitation services, however, that any such alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both Parties in accordance with Article XXII.

ARTICLE V. DOWNTOWN SPECIAL EVENT PERMITTING PROGRAM

5.1. **Purpose and District Responsibilities.** In accordance with Chapter 791 of the Texas Government Code and Section 375.092(i) of the Texas Local Government Code, the City and the District agree that to expedite service delivery for the issuance of Special Event permits, the District shall be responsible for coordinating and administering permitting for Special Events either wholly or partially located within the Service Area with the exception that final permit approval and issuance shall only be provided by the City, with all rights of termination and/or rejection reserved by the City as provided by applicable City Regulations. Nothing in this Section limits the authority of the City to enforce all City Regulations within the Service Area or grants authority to the District to provide services other than those expressly permitted in this Section.

5.1.1. **Program Administration.** With respect to the program's administration, the District shall be responsible for the following:

5.1.1.1. Serving as the primary point of contact for Special Event applicants and permit holders;

5.1.1.2. Accepting and reviewing Special Event permit applications, associated site plans, and other required documentation for compliance with City Regulations on forms provided by the City;

5.1.1.3. Answering applicant questions about the application, site plan review and permitting processes;

5.1.1.4. Providing the applicant with the City fee schedule, place of payment and payment deadline schedule, and an estimated amount of costs for services provided for the issuance of the Special Event permits;

5.1.1.5. Creation of case files for each Special Event and electronic upload of all required documentation associated with the application, review and permitting processes associated with the case to the City's permitting management system;

5.1.1.6. Notifying and coordinating with the appropriate City departments for review of application materials to ensure compliance with applicable City Regulations;

5.1.1.7. Forwarding the complete application to the designated City representative for final permit approval and issuance by the City, with all rights of termination and/or rejection reserved by the City as provided by applicable City Regulations;

5.1.1.8. Notifying the applicant in writing of the City's approval, denial or conditional approval of the permit request. If the request is approved or conditionally approved, the City shall issue the permit which shall be delivered to the applicant by the District.

- 5.1.1.9. Coordinating with appropriate City departments for inspections required in accordance with City Regulations, including during its set-up, during the event itself and following its breakdown.
- 5.1.2. **Fees Associated with the Special Event.** The District shall be authorized to take payment on behalf of the City; however, the City shall not issue any Special Event permit until required fees have been paid in full in accordance with City Regulations. Under no circumstances shall the District charge fees in excess of City approved fees as adopted by City Council for that same year.
- 5.1.3. **Records.** The District shall enter into the City's permitting management system each application, all required documentation, and record City department reviews and inspection results in said system.
- 5.1.4. **Meetings.** The District shall convene annual meetings with event organizers and biannual meetings with City employees responsible for Department Review.
- 5.2. **City Responsibilities.** As consideration for the District provided services associated with downtown Special Event permitting, the City agrees to the following:
- 5.2.1. **Cooperation and Assistance.** The City shall cooperate with and provide assistance to the District, and specifically, the City shall provide: (i) the City adopted fee schedule and required application forms applicable to Special Event permitting; (ii) access to its permitting management system for use by the District in case creation, application review, and inspection tracking services associated with Special Event permitting; (iii) technical support to the District in support of its use of the City's permitting management system, as may be periodically required; (iv) assistance in preparing, posting and presenting items to City Council, should such items require City Council approval as a prerequisite to Special Event permit issuance; (v) final review and issuance authority for each Special Event permit submitted for consideration by the District; and (vii) attend/present at annual meeting for event organizers and department review to attend biannual meetings hosted by the District.
- 5.2.2. **Contribution for Services.** The City agrees to pay the District an annual flat fee of \$15,000.00 which covers the District's fixed costs and the processing of and securing up to twenty Special Event permits per year. Permits secured by the District during a contract year in excess of 20 shall be paid at a rate of \$750.00 per excess permit. The City shall pay the District the annual flat fee with the first payment due within thirty (30) days of the Effective Date of this Agreement, and each subsequent payment due on November 15th of each year during the Term of this Agreement and subject to City receipt of the Annual Report due on or about every October following the Effective Date of this Agreement. Should the permits secured by the District during the contract year exceed twenty, the City shall pay the District the additional amount owed for the secured excess permit(s) for the

previous year at the time that the annual payment for the forthcoming year is due, subject, however, to City's receipt of an invoice identifying the additional amount owed and proof of excess permit(s) issued.

ARTICLE VI. WAYFINDING KIOSK CONTENT MANAGEMENT

- 6.1. **Program Purpose and District Responsibilities.** The District shall serve as the lead entity responsible for content management on existing and future Wayfinding Kiosks located within the Downtown Content Management Area. The purpose of this content is to create an awareness of destinations and promote those areas thereby creating a safer and more user friendly environment that will enhance the visitor's experience and encourage more pedestrian and/or bicycle traffic while also providing the opportunity to reinforce the community identity and promote tourism. With respect to Wayfinding Kiosk content management, the District shall be responsible for:
 - 6.1.1. **Provision, installation, and replacement of content materials.** Content materials shall be installed and replaced by the District to keep information current and accurate and in good, clean, orderly and attractive condition, or as necessary to ensure public safety at all times.
 - 6.1.2. **Minor maintenance for the Wayfinding Kiosks.** Minor maintenance shall be performed by the District and includes but is not limited to, as needed replacement of content materials and removal of graffiti.
 - 6.1.3. **Design Standards.** The District shall be responsible for the development of content material design standards, such as weight of paper and dimensions of total content area.
 - 6.1.4. **Sponsorship Materials.** The District shall be responsible for securing funding for privately sponsored materials for the purpose of supporting pride in the community, beautifying the downtown area, and promoting community celebrations, downtown events, and general promotions. The District shall have the right to sell and place such materials on said kiosks in accordance with the following restrictions:
 - 6.1.4.1. Privately sponsored materials shall appear on no more than three of the four content panels on any single Wayfinding Kiosk so that the remaining panel continues to serve as a sign, map or marker that guides the traveling public to key civic, cultural, visitor and recreational destinations;
 - 6.1.4.2. Other sponsorship logos may be placed on the sign, but the sponsorship shall be limited to no more than 20 percent of the sign provided, however, the content shall not otherwise promote commercial ventures, be for political purposes or contain language or depictions that may disparage the City; and

6.1.4.3. Such materials shall comply with other applicable City Regulations and be replaced by the District at least annually or as necessary to comply with Subsection 6.1.1.

6.1.5. **Wayfinding Materials.** The District shall ensure that at least one panel per Wayfinding Kiosk be reserved for wayfinding content material such as a sign, map or marker for the purpose of guiding the traveling public to key civic, cultural, visitor and recreational destinations. The District shall periodically update wayfinding content material so as to ensure compliance with Subsection 6.1.1. The District shall ensure that Wayfinding content and material used to identify sub-districts within or otherwise brand the Service Area is consistent with the branding initiative launched by the District in 2015, except for the Downtown Arts District, with compliance occurring at the next available opportunity, and that sub-district boundaries and names conform to those identified and attached hereto in **Exhibit F**. The City shall reimburse the District for the cost of producing the wayfinding content materials. Such replacement and reimbursement shall be provided on a task order basis, following the procedures outlined in Article XII of this Agreement.

6.1.6. **City Sponsored Events and Materials.** Upon City request, the District shall ensure at least half of the Wayfinding Kiosk content panels are made available for promotion of City sponsored events or informational campaigns at no cost to the City, with the exception that the City shall be responsible for either (i) providing the content materials; or (ii) reimbursing the District for the cost of producing the materials with such reimbursement provided on a task order basis, following the procedures outlined in Article XII of this Agreement.. This availability shall only be guaranteed with a minimum four weeks' notice from the City.

6.2. **City Responsibilities.** With respect to maintenance of the Wayfinding Kiosks and associated content management, the City shall be responsible for the following:

6.2.1. **Major Maintenance.** The City shall be responsible for major maintenance of Wayfinding Kiosk infrastructure. If a Wayfinding Kiosk is damaged beyond capabilities of the District, the City shall take the appropriate measures to remove and/or replace the Wayfinding Kiosk. Replacement of Wayfinding Kiosks shall be contingent on funding availability.

6.2.2. **City Sponsored Events and Materials.** With respect to the promotion of City sponsored events or informational campaigns at the request of the City, the City shall be responsible for providing notice and content materials or reimbursement for the production of such materials in accordance with Subsection 6.1.6 of this Agreement. The City's request shall be limited to 60 days per request and shall use up to 50% of available space at the time of installation.

6.2.3. **Authority to Remove or Require to be Removed.** The City shall retain the authority to remove Wayfinding Kiosk content materials as deemed necessary by the City in order to

maintain a safe condition or a Wayfinding Kiosk content panel free of ripping, tearing and other damage; if the City must remove a Wayfinding Kiosk content material in order to maintain a safe condition, the District shall be responsible for all cost of removal. If the City requires the District to remove, alter, change, adapt or conform its Wayfinding Kiosk content material because of changes in the grade of the Public Right-of-Way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, District 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 the City requires the District to remove, alter, change, adapt or conform its Wayfinding Kiosk content materials to enable any other entity or person, except the City to use, or to use with greater convenience, the Public Right-of-Way, District shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse the District for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of District's Wayfinding Kiosk content materials; provided, however, the City shall not be responsible nor liable for such reimbursement.

6.2.4. **Cancellation.** Should the City at any time or for any reason decide that the Public Right-of-Way onto which the Wayfinding Kiosks are encroaching its need for public use, the City may upon 30 calendar days written notice, cancel the District's right to use of the Wayfinding Kiosks at no cost to the City and may take possession of the Public Right-of-Way. All rights of the District in the Downtown Content Management Area as it relates to Wayfinding Kiosk content materials shall then be terminated. In addition, if, for a period of 3 months, District shall cease to use or occupy the property for the purposes contemplated in this Section, or if the District defaults in any of its obligations under this Section and fails to correct such defaults within 15 calendar days after written notice to do so, the City may cancel the District's right to use of the Wayfinding Kiosks and take possession. Upon cancellation or termination of this Agreement for whatever reason, the encroaching Wayfinding Kiosk content materials shall become the property of the City and shall, at the option of the City, be removed by the District without cost to the City.

6.2.5. **Fees Waived.** As consideration for the Wayfinding Kiosk content management services provided by the District, the City shall not charge the District rental or other use fees for the use of its Wayfinding Kiosk content panels.

ARTICLE VII. DOWNTOWN BANNER CONTENT MANAGEMENT

7.1. **Program Purpose and District Responsibilities.** The District shall serve as the lead entity responsible for content management of existing and future Street Banners located within the Downtown Content Management Area. The purpose of this content is to enhance the streetscape and promote activities, events, programs or destinations relating to a municipal purpose and benefit and specifically showcasing the downtown street scene while adding visibility to downtown events and activities. With respect to Street Banner content management, the District shall be responsible for:

- 7.1.1. **Provision, installation and replacement of content materials.** Street Banner displays shall be installed and replaced by the District to keep information current and accurate and in good, clean, orderly and attractive condition, or as necessary to ensure public safety at all times.
- 7.1.2. **Minor maintenance for Street Banners.** Minor maintenance shall be performed by the District and includes but is not limited to, as needed replacement of Street Banner displays and removal of graffiti.
- 7.1.3. **Design Standards.** The District shall be responsible for the development of display design standards, such as weight of Street Banner display material and dimensions of total content area, in accordance with applicable City Regulations.
- 7.1.4. **Location Requirements.** The District shall be responsible for ensuring all Street Banner displays comply with applicable City Regulations, including but not limited to the following:
 - 7.1.4.1. Street Banner displays shall not obstruct pedestrian or vehicular traffic;
 - 7.1.4.2. For displays located adjacent to vehicular traffic and extended into the parking or traffic lane, a minimum clearance of 15 feet from the bottom of the display shall be required; and
 - 7.1.4.3. For displays located adjacent to pedestrian traffic, a minimum clearance of 11 feet from the bottom of the display shall be required;
- 7.1.5. **Sponsorship Materials.** The District shall be responsible for securing funding for privately sponsored materials for the purpose of supporting pride in the community, beautifying the downtown area, and promoting community celebrations, downtown events, and general promotions. The District shall have the right to sell and place such materials on Street Banner displays in accordance with the following restrictions:
 - 7.1.5.1. Sponsorship logos may be placed on the Street Banner display, but the sponsorship logo shall be limited to no more than 20 percent of the display area provided however, the content shall not otherwise promote commercial ventures, be for political purposes, or contain language or depictions that may disparage the City; and
 - 7.1.5.2. Such materials shall comply with other applicable City Regulations and be replaced by the District at least annually or as necessary to comply with Subsection 7.1.1.

- 7.1.6. **Wayfinding and Branding Content.** The District shall ensure that Street Banner displays used to identify sub-districts within or otherwise brand the Service Area are consistent with the branding initiative launched by the District in 2015, except for the Downtown Arts Districts, with compliance occurring at the next available opportunity, and that sub-district boundaries and names are updated at the next available opportunity to reflect those identified and attached hereto in **Exhibit F**.
- 7.1.7. **City Sponsored Events and Materials.** Upon City request, the District shall ensure requested Street Banners are made available for the promotion of City sponsored events or informational campaigns at no cost to the City, with the exception that the City shall be responsible for either (i) providing the content materials; or (ii) reimbursing the District for the cost of producing the materials with such reimbursement provided on a task order basis, following the procedures outlined in Article XII of this Agreement. This availability shall only be guaranteed with a minimum four weeks' notice from the City. The City's request shall be limited to 60 days per request and shall use up to 50% of available space at the time of installation
- 7.1.8. **Removal of Street Banners upon Agreement Expiration.** Immediately after the expiration of this Agreement, the District shall either remove all Street Banners under this program or seek a special privilege, license, franchise or other permit, as applicable for the Street Banners.
- 7.2. **City Responsibilities.** With respect to maintenance of the Street Banners and associated content management, the City shall be responsible for the following:
- 7.2.1. **Hardwire and Training.** The City shall ensure the Street Banner hardware is in working order and provide training to the District on the protocol guidelines to install Street Banner displays, upon District request.
- 7.2.2. **Major Maintenance.** The City shall be responsible for major maintenance of Street Banner infrastructure, including removal and/or replacement the Street Banner infrastructure and hardware. The City, however, shall not be responsible for the cost of replacing infrastructure or hardware damaged by District installation, replacement or maintenance of the Street Banner displays; under such circumstances, the District shall pay the City's cost for the installation, removal and/or replacement of such infrastructure and/or hardware.
- 7.2.3. **City Sponsored Events and Materials.** With respect to the promotion of City sponsored events or informational campaigns at the request of the City, the City shall be responsible for providing notice and content materials or reimbursement for the production of such materials in accordance with Subsection 7.1.6 of this Agreement.

- 7.2.4. **Authority to Remove or Require to be Removed.** The City shall retain the authority to remove Street Banner displays as deemed necessary by the City in order to maintain a safe condition or a Street Banner display free of ripping, tearing and other damage; if the City must remove a Street Banner display in order to maintain a safe condition, the District shall be responsible for all cost of removal. If the City requires the District to remove, alter, change, adapt or conform its Street Banner displays because of changes in the grade of the Public Right-of-Way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, District 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 the City requires the District to remove, alter, change, adapt or conform its Street Banner displays to enable any other entity or person, except the City to use, or to use with greater convenience, the Public Right-of-Way, District shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse the District for any loss and expense which will be cause by or arise out of such removal, alteration, change, adaptation or conformance of District's Street Banner displays; provided, however, the City shall not be responsible nor liable for such reimbursement.
- 7.2.5. **Cancellation.** Should the City at any time or for any reason decide that the Public Right-of-Way onto which the Street Banner displays are encroaching its need for public use, the City may upon 30 calendar days written notice, cancel the District's right to use of the Street Banners at no cost to the City and may take possession of the Public Right-of-Way. All rights of the District in the Downtown Content Management Area as it relates to Street Banner displays shall then be terminated. In addition, if, for a period of 3 months, District shall cease to use or occupy the property for the purposes contemplated in this Section, or if the District defaults in any of its obligations under this Section and fails to correct such defaults within 15 calendar days after written notice to do so, the City may cancel the District's right to use of the Street Banners and take possession. Upon cancellation or termination of this Agreement for whatever reason, the encroaching Street Banner displays shall become the property of the City and shall, at the option of the City, be removed by the District without cost to the City.
- 7.2.6. **Fees Waived.** As consideration for the Street Banner content management services provided by the District, the City shall not charge the District rental or other use fees for the use of its Street Banners located within the Downtown Content Management Area.

ARTICLE VIII. BIKE RACK PROGRAM

- 8.1. **Purpose and District Responsibilities.** To facilitate bicycling as a viable means of transportation, the City and the District wish to work together to improve the availability and convenience of bicycle parking within the Service Area, thereby easing security concerns and improving bicycle trip safety and convenience. In accordance with applicable City Regulations, the City authorizes the District to install and maintain Bike Racks on the Public Right-of-Way and specifically, the District shall be responsible for the following:

- 8.1.1. **Program Administration.** The District shall develop the policies, forms and budget for the program and shall be responsible for program administration. Such administration shall include name development and program marketing and outreach.
- 8.1.2. **Provision, Installation and Replacement of Bike Racks.** Bike Racks for the program shall be provided, installed and replaced by the District to keep Bike Racks in good, clean, orderly and attractive condition, or as necessary to ensure public safety at all times. The District shall be responsible for the purchase of the Bike Racks, at the District's own expense.
- 8.1.3. **Minor and Major Maintenance for Bike Racks.** All Bike Rack maintenance shall be performed by the District, at its own expense, and includes but is not limited to, as needed replacement of Bike Racks and removal of graffiti.
- 8.1.4. **Construction and Design Standards.** The District shall be responsible for the development of Bike Rack construction and design standards in accordance with applicable City Regulations. Bike Racks shall be of the standard "inverted-U" shape and shall be made of steel tubing resistant to cutting, rusting, bending or deformation. Alternative Bike Rack styles may be approved by the City on a case-by-case basis in accordance with City Regulations.
- 8.1.5. **Location Requirements.** The District shall be responsible for ensuring all Bike Rack locations comply with applicable City Regulations, including all setback requirements. Bike Racks on the sidewalk or parkway portion of the Public Right-of-Way shall not require prior City approval, however, installation of on-street Bike Racks located within the Public-Right of Way shall require prior City approval.
- 8.1.6. **Liability and Bike Rack Ownership.** The District shall ensure that all applicants under the Bike Rack program, if any, sign an agreement that releases the City and the District from any claims related to the applicant's participation in the Bike Rack Program and that the applicant acknowledges that the installed Bike Racks will remain the property of the District and that the applicant does not have any exclusive rights to the use of the Bike Racks. Notwithstanding anything to the contrary, the District acknowledges that all Bike Racks installed under the Bike Rack program shall remain the property of the District.
- 8.1.7. **Fee for Participation.** The District may charge applicants under the Bike Rack program, if any, a fee for program participation in accordance with its program policies.
- 8.1.8. **Inventory.** The District shall maintain an accurate inventory of the locations of all Bike Racks installed under the Bike Rack Program and provide such inventory to the City at least annually with its Annual Report.

- 8.1.9. **Removal of Bike Racks after Agreement Expiration.** Immediately after the expiration of this Agreement, the District shall either remove all Bike Racks under the Bike Rack program or seek a special privilege license, franchise, or other permit, as applicable, for the Bike Racks.
- 8.2. **City Responsibilities.** With respect to the Bike Rack program, the City shall be responsible for the following:
- 8.2.1. **Fees Waived.** As consideration for the Bike Rack program services provided by the District, the City shall not charge the District rental or other use fees for the use of its Public Right-of-way for Bike Racks located within the Service Area.

ARTICLE IX. GRANT PROGRAM MANAGEMENT

- 9.1. **Program Purpose and District Responsibilities.** To facilitate the solicitation, management, approvals and disbursement of grant programs (the “Programs”) mutually supported by the City and the District, the District shall serve as the Programs manager.
- 9.1.1. **Qualifying Programs.** The Programs to be managed by the District with support from the City and District include the Downtown Commercial Façade Improvement Grant Program, the Downtown Signature Signage & Lighting Grant Program, the Downtown Mural Grant Program, the Downtown Pedestrian Corridor Improvement Grant Program and the Downtown Residential Conversion Utility Upgrade Grant Program. All program guidelines identified and attached hereto in **Exhibit G**.
- 9.2. **District Responsibilities.** The District shall administer the Grant Programs on behalf of the City and in accordance with the Program policy. To that end, the District will provide the staff and administrative services that are necessary to manage the Programs and management, financial and program monitoring systems for the administration of the Programs.
- 9.3.1. **Program Administration.** Acting as Program administrator, the District shall be responsible for the following:
- 9.3.1.1. **Marketing and Outreach.** In partnership with the City, the District shall actively engage in marketing and outreach efforts in order to generate participation from the private sector within the Program Area.
- 9.3.1.2. **Program Procedures.** The District shall be responsible for development of Program procedures and guidelines to further detail the application, selection, award, and monitoring processes. The District shall provide the City with a copy of such procedures, as amended.
- 9.3.1.3. **Application Process.** The District shall be responsible for receiving applications and shall determine the program for which the project qualifies. Before an

application is approved, applicants shall provide basic information about the property (e.g. size, location, building use, current tenants, and ownership). Applicants shall also indicate types of improvements they'd like to make, goals they'd like the improvements to achieve, and how much they are able to spend on the project.

9.3.1.4. **Selection Process and Qualifying Projects.** The District shall select Qualifying Projects by selecting those projects anticipated to provide the greatest public benefit to the Program Area as determined by the Program committee which shall be selected and managed by the District and include at least two City representatives and when appropriate, the City's Historic Preservation Officer. The District reserves the right to prioritize projects and refuse applicants. To select and prioritize the projects, the District and its committee may consider the following factors: (i) located within a Critical Corridor; (ii) complements City's public improvement strategies; (iii) coincides with City revitalization activities; (iii) community need/demand for change; (iv) creative value of the project; (v) current condition of the building/façade; (vi) neighborhood code compliance issues; (vii) conformity to applicable design guidelines; (viii) promotes historic preservation; (ix) improves accessibility; (x) addresses energy efficiency; and (xi) project feasibility.

9.3.1.5. **Grant Agreements.** Upon approval of applicant's conceptual design by the District and regardless of the funding source, the District shall have the authority to execute a grant agreement with the applicant for the Qualifying Project. Such agreements shall be promptly provided by the District to the City following execution.

9.3.1.6. **Documentation Process.** The District shall work with the applicant to assemble all required documents and forms. Business tenants must obtain written approval from the property owner stating that the owner does not object to the business tenant completing the proposed improvements to the property.

9.3.1.7. **Award Process.** Once the project is complete, the applicant shall submit: (i) evidence of payment related to eligible expenses; (ii) copies of all permits pulled and where applicable, a certificate of completion or occupancy; (ii) federal tax identification number or social security number; and (iii) color photos of the finished project. If all obligations under the program procedures have been met, the District shall issue the performance-based incentive within 30 days receipt of required documentation as detailed in this Subsection.

9.3.2. **Fees Charged.** The District shall not charge applicants a fee, including but not limited to an application fee, for participation in the Program.

- 9.3.3. **Fiscal Management and Reporting.** The District shall provide fiscal management services for the Program, to include fund account management and award disbursement. In addition to the Annual Report, the District shall provide a quarterly Program budget update and fund balance to the City, including all funding sources. With its Annual Report, the District shall provide a report to the City of the status of all Qualifying Projects and associated grant agreements.
- 9.4. **City Responsibilities.** The City shall be responsible for the following in connection with the Program:
- 9.4.1. **Program Funding.** Beginning calendar year 2026 and subject to funding availability, the City shall contribute \$150,000.00 annually to the Programs fund. The contribution shall be made upon receipt of the annual invoice from the District due January of each year following the Effective Date of this Agreement. The District may set aside up to 2.5 percent of this contribution for Program administration costs.
- 9.4.2. **Committee Participation.** The City agrees to provide a minimum of two representatives and when appropriate, the Historic Preservation Officer, to participate on the committee in the Qualifying Project selection process.
- 9.4.3. **Additional Support.** The City agrees to work with the District to provide marketing and outreach support and to provide qualified assistance in the conceptual design process.
- 9.5. **Disposition of Remaining Funds.** In the event this Agreement expires or is terminated in accordance with applicable sections of this Agreement, any remaining balance of funds attributed to a City's contribution shall be returned to the City; provided, however, any approved Qualified Project to be funded by the City's contribution that had been approved prior to Agreement expiration or termination, but not yet reimbursed at the time of expiration or termination, shall be reimbursed to the applicant upon successful completion of all requirements as per the conditions of the grant agreement with that portion of City funding treated as encumbered and not subject to return.

ARTICLE X. BUSINESS RETENTION AND EXPANSION PROGRAM PARTNERSHIP

- 10.1. **Program Purpose.** It is the intent of the City and the District to establish a Business Retention and Expansion Program (the "BRE Program") for the benefit of the Service Area. The four goals of the BRE Program include: (i) retain existing businesses; (ii) facilitate growth and expansion; (iii) enhance the business climate; and (iv) strengthen community partnerships with businesses. These goals will be achieved through a visitation and surveying of businesses, business appreciation and recognition opportunities, providing direct value to businesses, supporting growing and at-risk businesses, and contributing to a positive and supportive business climate. To this end, the Parties agree to work together to provide the following deliverables:

- 10.1.1. **Database Creation and Target Development.** Establish and maintain a database of existing businesses in the Service Area, to include critical information about the business such as contact information, location, industry sector, and number of employees. The Parties may identify business targets to focus BRE Program efforts; such targets may include living-wage businesses, medium-sized businesses, businesses in certain Service Area sub-districts, or businesses in industries targeted for expansion or attraction, among others.
- 10.1.2. **Relationship Building and Direct Information Gathering.** Develop a visitation plan to assist in relationship-building and understanding the business's plans for expansion or relocation. Plan will include training to conduct successful on-site visits, survey/interview questionnaire development, and follow-up.
- 10.1.3. **Problem Solving and Opportunity Identification.** Review data collected via site visits, survey/interview questionnaires, and follow-up to identify critical needs and opportunities. The Parties agree to work together to facilitate problem resolution for businesses by identifying resources internal and external to the Service Area and any associated costs to help businesses address problems and grow.
- 10.1.4. **Continuous Tracking.** Develop periodic survey instruments to maintain understanding of current and projected needs of existing businesses, including business concerns and trends as they relate to areas such as transportation, workforce development, regulatory issues and public safety.
- 10.1.5. **BRE Program Maintenance and Communication.** The Parties agree to work together to maintain the BRE Program throughout the Term of this Agreement, including periodic re-evaluation of goals and communication and celebration of successes.
- 10.1.6. **Work Plan Development.** Within six months of the Effective Date of this Agreement, the Parties agree to develop a work plan to further identify goals and objectives of the BRE Program and Program organization, deliverables and timelines. The work plan may be amended from time to time by mutual agreement from the Parties to reflect learning and alignment with current and future needs.
- 10.2. **City Responsibilities.** Establish specific role and responsibilities for organization.
- 10.3. **Other Community Partnerships.** The Parties recognize and agree that each may work with other partnering organizations to achieve the goal of the BRE Program and to provide the resources to the existing Service Area businesses to facilitate their growth and expansion. However, neither Party shall assume any responsibility or liability to any third party or other partnering organization as a result of such agreements. The Parties' responsibilities and liabilities are limited to those provided herein. Additionally each party is responsible for the costs related to its participation in this BRE Program as outlined in this Agreement.

- 10.4. **No Limitation.** The Parties further recognize and agree that the partnership identified in this Article shall have no negative impact on the District's ability to initiate and operate a BRRE program of its own accord for the benefit of the Service Area, nor shall it have any impact on the City's ability to provide assistance and support to the District initiated program if it so chooses.

ARTICLE XI. PUBLIC OUTREACH AND MARKETING

11.1. District Responsibilities.

- a. Public Outreach Services.** Upon request by the City, the District may perform public outreach with various stakeholders in the Service Area to improve City communication with other public entities and the private sector as it relates to City capital improvement construction projects affecting the Service Area. Such activities may include but are not limited to sharing information through the District's mailing and/or email list, door-to-door outreach, public meetings, social media and e-newsletter promotion. Such services shall be provided on a task order basis, following the procedures outlined in Article XII of this Agreement.
- b. Manage.** The District to own and manage www.downtownelpaso.com including its events calendar and various directories.
- c. Marketing.** To enhance commercial activity and attract commercial redevelopment in downtown El Paso, the District agrees that any marketing or publicity it undertakes for the purpose of promoting events and activities located in the Service Area shall conform to the broad-based marketing campaign and program launched by the District in 2015.
- d. Advertising.** Upon request by the City, the District may advertise City events and messaging through the District's social media and communication channels. Such services shall be provided on a task order basis, following the procedures outlined in Article XII of this Agreement.

- 11.2. **City Responsibilities.** Provide information on City organized events and events within City facilities.

ARTICLE XII. PROCEDURES FOR SERVICES PROVIDED ON A TASK ORDER BASIS

- 12.1. **Task Authorization.** The District may, upon the referral of a task by the City, perform the services specified in the task authorization form as further described in Section 11.3 below. The District shall not undertake any project for the City or perform any services for the City at the request of any City official or employee without a signed Task Authorization Form. Work performed by the District on matters that are not referred to the District will be considered unauthorized and non-compensable.

- 12.2. **Task Authorization Form.** The task authorization form shall be prepared by the District upon written request from the City and shall contain: (i) the name and a description of the matter for which the District's services are retained; (ii) an explanation of the scope of work; (iii) the compensation the City will pay the District for the services requested; and (iv) the name of the designated City employee who will be working with the District and to whom the District will be reporting. The Task Authorization Form is effective upon its execution.
- 12.3. **Invoicing and Payment.** The District shall bill the City not more often than monthly through written invoices following the completion of requested services. All expenses identified on the invoice shall be properly receipted and documented. The City shall not be billed for "miscellaneous" or "other expenses." Unless otherwise specifically addressed in this Agreement, any expense or expenditure that the City is requested to reimburse shall be billed at the District's actual out-of-pocket cost. Direct reimbursement is limited to actual charge billed to the District without any additional profit or overhead charge by the District beyond the normal unit cost or hourly rate set forth in the executed task authorization form. The District shall demonstrate good judgment when incurring costs that are considered a direct reimbursable expense while conducting business for the City. All direct reimbursable expenses shall be reasonable and prudent and must be included in the applicable task authorization form.
- 12.3.1. Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for that task, the current invoiced amount and the amount billed to date for that task. In addition to this summary, each invoice shall provide a progress report, which shall describe, at a minimum, the progress of the task to date.
- 12.3.2. The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than 30 days from receipt. Upon dispute, however, the City may, upon notice to the District, withhold payment to the District for the amount in dispute only, until such time as the exact amount of the disputed amount due to the District is determined. The total amount paid to the District shall not exceed District's fee proposal per task.

ARTICLE XIII. ANNUAL REPORT AND RECORDS

- 13.1. **Annual Report.** In addition to any other reporting requirements identified in this Agreement, on a yearly basis, being on or about every month of October following the Effective Date of this Agreement, the District shall submit an Annual Report to the City detailing its performance of activities under this Agreement and its performance related to key performance indicators identified in **Exhibit A** attached and incorporated herein. This report shall also identify positive outcomes and areas needing improvement. Annual payment due to the District by the City, subsequent to the initial payment, as identified in Articles IV and V shall be contingent on receipt of the Annual Report.

ARTICLE XIV. INSURANCE AND INDEMNIFICATION

- 15.1. **Insurance Required.** The District shall purchase and maintain in effect throughout the Term of this Agreement the insurance requirements contained in this Article, unless specifically exempted in writing by the City.
- 15.2. **Insurance Requirements.** The District shall comply with all of the following insurance requirements through the Term of this Agreement. Any gaps in insurance coverage are considered a breach of the requirements of this Agreement.
- 15.2.1. **Commercial Liability Insurance.** The District shall procure Commercial Liability Insurance in the minimum amounts of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 for property damage. The District shall ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the District is performing services near any railroad or streetcar track, then the District shall provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence.
- 15.2.2. **Workers Compensation Insurance.** If required by law, the District shall procure workers compensation insurance as required by law.
- 15.2.3. **Flood Insurance.** District shall maintain, during the term of the Agreement, and provide the City on an annual basis, proof of flood insurance in the amount of flood insurance coverage required by the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, which is the lesser of the following: (i) the maximum amount of National Flood Insurance (NFPI) coverage available for the particular property type; or (ii) the insurable value of the Project.
- 15.2.4. **Automobile Liability Insurance.** The District shall procure automobile liability insurance in the minimum amounts of \$1,000,000 for bodily injury per occurrence and \$1,000,000 property damage per occurrence.
- 15.2.5. **Additional Insured.** With the exception of the workers compensation insurance, the District shall add the City as an additional insured to the all insurance policies required under this Agreement.
- 15.2.6. **Notification of Changes/Cancellations.** The District shall procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.
- 15.2.7. **Deductibles.** The District shall obtain prior written approval of the City for any insurance policy deductibles in excess of \$50,000.

- 15.2.8. **Issuer of Policy.** The District shall procure all insurances from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
- 15.2.9. **Additional Endorsements.** Each policy must contain: (i) an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees; and (ii) an endorsement that such policy is primary insurance to any other insurance available to the additional insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- 15.3. **Proof of Insurance.** The District shall provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the District to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the District shall provide the City a complete copy of all insurance policies required under this Agreement.
- 15.4. **Indemnification.** **TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE DISTRICT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE SUBRECIPIENTS AND/OR THE SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.**
- 15.5. **Release.** To the extent allowed by law, the District releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the District while performing any activities related to this Agreement.
- 15.6. **Damage to City Property.** The District shall pay the costs of repairing any damages to City property (including public right of way) caused by the District or the District's contractors, subcontractors, or agents. The District shall make payment for any damages within 30 calendar days of receiving an invoice from the City.

ARTICLE XVI. GOVERNMENTAL FUNCTION AND IMMUNITY

- 16.1. **Governmental Function.** The City and the District expressly agree that, in all things relating to this Agreement, the Parties enter into this Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act.

The Parties further expressly agree that every act or omission of each Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

- 16.2. **Sovereign Immunity.** The City and the District reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The Parties expressly agree that neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations.

ARTICLE XVII. LIABILITY AND RISK ALLOCATION

- 17.1. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either Party by law.
- 17.2. **Exclusion of Incidental and Consequential Damages.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither Party shall be liable to the other Party (nor to any person claiming rights derived from such Party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, and further including mental anguish, emotional distress and attorney's fees – as result of breach of any term of this Agreement, regardless of whether the Party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither Party hereto shall be liable to the other Party or any third Party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other Party regardless of whether the Party receiving said information from the other Party was advised, had other reason to know, or in fact knew thereof.
- 17.3. **Intentional Risk Allocation.** The City and the District each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
- 17.4. **No Indemnification.** The Parties expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses or damages directly or indirectly arising, in whole or part, from this Agreement.
- 17.5. **Fines and Penalties.** Each Party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable City Regulations occurred as a result of that Party's actions, except as may be specifically provided by law.

ARTICLE XVIII. RECORDS

- 18.1. **Right to Review.** Following notice to the District, the City reserves the right to conduct, at its own expense, examinations, during regular business hours, the books and records related to this Agreement including such items as contracts, paper, correspondence, copy, books, accounts, billings and other information related to the performance of the District's services hereunder. The City also reserves the right to perform any additional audits relating to District's services, provided that such audits related to those services performed by District under this Agreement.
- 18.2. **Preservation of Records.** All applicable records and accounts of the District relating to this Agreement, together with all supporting documentation, shall be preserved and made available to the City by the District throughout the Term of this Agreement and for 12 months after the termination of this Agreement, and then transferred for retention to the City at no cost to the City upon request by the City.
- 18.3. **Discrepancies.** Should the City discover errors in the internal controls or in the record keeping associated with the Project, District shall be notified of such errors and the Parties shall consult on what steps may be necessary to correct such discrepancies within a reasonable period of time not to exceed 30 calendar days after discovery.
- 18.4. **Overcharges.** If it is determined as a result of such audit that District has overcharged for the cost of services performed under this Agreement, then such overcharges shall be immediately returned to the City and become due and payable with interest at the maximum legal rate under applicable law from the date the City paid such overcharges.

ARTICLE XIX. NOTICE

- 19.1. **Addresses and Notices.** Any notice or communication required or contemplated by this Agreement with the exception of invoices (a "Notice") shall be deemed to have been delivered, given, or provided: (i) five business days after being deposited in the United States mail, CERTIFIED MAIL or REGISTERED MAIL, postage prepaid, return receipt requested; (ii) when delivered to the Notice address by a nationally recognized, overnight delivery (such as FedEx or UPS) as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient of the Notice); or (iii) when otherwise hand delivered to the Notice address as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient for the purpose of the Notice); and addressed to the named recipient as follows:

If to the City:

The City of El Paso, Texas
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
Phone (915) 212-0023

The City of El Paso, Texas
Attn: Director, Economic & Int'l Development
P.O. Box 1890

El Paso, Texas 79950-1890
Phone: (915) 212-0094

The City of El Paso, Texas
Attn: Director, Environmental Services
P.O. Box 1890
El Paso, Texas 79950-1890
Phone: (915) 212-6025

If to the District: El Paso Downtown Management District
Attn: President, Board of Directors
CC: Executive Director
201 E. Main, Suite 107
El Paso, Texas 79901

- 19.2. **Invoices.** Invoices required under this Agreement are to be submitted by the District to the City at the following address:

The City of El Paso, Texas
Attn: Director, Economic & Int'l Development
P.O. Box 1890
El Paso, Texas 79950-1890
Phone: (915) 212-0094

And to such other place as designated by written notice to the District by the City.

- 19.3. **Change of Address.** A Party may change its address for notices and or invoices under this Agreement by giving written notice to the other Party, specifying the Party's new address. Each Party agrees to keep the other informed at all times of its current address.

ARTICLE XX. CONTRACTUAL RELATIONSHIP

- 20.1. **No Agency.** The Parties to this Agreement are governmental entities that are entering into this Agreement pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the Parties. No other legal relationship is intended to be created by this Agreement, to include but not be limited to landlord-tenant, employer-employee, or principal-agent. No provision of this Agreement that imposes an obligation or restriction on either Party not permitted by applicable law shall be enforceable.
- 20.2. **No Authority.** The District acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this Agreement. The City also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the District to any obligation other than the obligations set forth in this Agreement.

ARTICLE XXI. TERMINATION AND RECAPTURE

21.1. **Termination.** For purposes of this Agreement, termination means the expiration of the Term as provided by Section 2.2. In addition, this Agreement may be terminated as provided herein.

21.1.1. **Termination by Mutual Consent.** The Parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

21.1.2. **Termination for Cause or Default.** Upon written notice, which must be provided in accordance with Article XIX of the Agreement, either Party shall have the right to terminate this Agreement for cause, in whole or in part, if either Party: (i) defaults and (ii) fails to cure such default.

21.1.2.1. **Events of Default.** Each of the following shall constitute an “Event of Default”:
(i) failure of one Party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other Party; (ii) the dissolution or termination of District’s existence; or (iii) if any written warranty, representation or statement made or furnished to either Party by the other Party under this Agreement, or any document(s) related hereto furnished to either Party by the other Party, is/are knowingly false or misleading in any material and substantial respect, either now or at the time made or furnished.

21.1.2.2. **Notice of Default and Opportunity to Cure.** In the event of a default by one Party, the other Party shall not terminate unless the other Party being terminated is granted: (i) written notice of intent to terminate enumerating the failures for which the termination is being sought; (ii) a minimum of 30 consecutive calendar days to cure such failures; and (iii) an opportunity for consultation with the terminating Party prior to such termination. If, however, there are no reasonable means to cure the default, Party shall be apprised of that as well as the facts leading to that conclusion in the notice of default and said notice of default may serve as notice of termination. Following written notice of default, the terminating Party shall not be obligated to make payments to the other Party as required under this Agreement until such time as the event of default is cured.

21.1.2.3. **Failure to Cure.** In the event the defaulting Party commits a breach of its obligations under this Agreement and fails to cure that breach within the 30-day cure period (or extended period), the terminating Party may terminate this Agreement in whole or in part by providing a written notice of termination, which shall include the reason for the termination and the effective date of such termination.

21.1.2.4. **Right of Recapture.** If the City terminates this Agreement for cause, then the City shall have the right to recapture all funds disbursed under this Agreement

and District shall repay all funds disbursed under this Agreement within 60 calendar days from the effective date of notice of termination.

21.1.2.5. **Other Remedies.** The City shall have the right to seek any remedy in law or equity to which it may be entitled in addition to termination and repayment of funds, if District defaults under this Agreement.

21.1.3. **Termination without Cause.** This Agreement may be terminated by either Party for any reason, or for no reason whatsoever upon 120 calendar days' prior written notice to the other Party.

21.1.4. **Termination by Law.** If any applicable state or federal law or regulation is enacted or promulgated which prohibits the performance of the duties herein, or, if any law interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

21.2. **Close-Out.** Regardless of how this Agreement is terminated, District will effect an orderly transfer to City, at no additional cost to the City, copies of all completed or partially completed documents, records, or reports produced as a result of or pertaining to this Agreement, regardless of storage medium, if so requested by the City, or shall otherwise be retained by District in accordance with Article XVIII.

ARTICLE XXII. CHANGES AND AMENDMENTS

22.1. **Amendment Required.** Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both Parties.

22.2. **Disposal Location.** Notwithstanding the above, the Disposal Location may be amended, as evidenced by approval of the City Manager or designee. In the event an amendment to the Disposal Location will result in a material change to this Agreement, then such amendment shall comply with the requirements of Section 22.1 above. District may rely on the determination of the City Manager or designee, whether a change in the Disposal Location would result in a material change to the Agreement.

22.3. **Automatic Incorporation of Laws.** Changes in local, state and federal rules, regulations or laws applicable to the Parties' services under this Agreement may occur during the term of this Agreement and any such changes shall be automatically incorporated into this Agreement without written amendment to this Agreement, and shall become a part as of the effective date of the rule, regulation or law.

ARTICLE XXIII. EL PASO STREETCAR OPERATIONAL RIGHT-OF-WAY SAFETY

23.1. **El Paso Streetcar Operational Right-of-Way Safety.** The District shall comply with all

applicable City Regulations when performing any activity authorized under this Agreement within the El Paso Streetcar Operational Right-of-Way, or within the vicinity of the El Paso Streetcar. "Activity" shall include any construction, demolition, event, moving event, special event, excavation, use of right of way, cleaning, painting, repairing, or installation of traffic devices, regardless of whether any of the previous requires approval of the City under the City Code; or any activity under the City Code or other regulatory entity. "El Paso Streetcar Operational Right-of-Way" shall mean the horizontal and vertical boundaries of the streetcar track system, encompassing the overhead power contact wire and all associated infrastructure.

ARTICLE XXIV. MISCELLANEOUS

- 24.1. **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.
- 24.2. **Assignment.** District shall not sell, transfer, assign, or convey, in any way, rights associated with this Agreement to anyone.
- 24.3. **Compliance with Laws.** In the performance of their obligations under this Agreement, the Parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- 24.4. **Computation of Time.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m., Mountain Standard Time, of the next day which is not a Saturday, Sunday or federal, state or legal holiday.
- 24.5. **Confidentiality.** The confidentiality of records related to this Agreement will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code.
- 24.6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one instrument.
- 24.7. **Current Revenues.** Pursuant to Section 791.001(d)(3), Texas Government Code, each Party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying Party.
- 24.8. **Discrimination Prohibited.** The District affirmatively obligates itself that it will not discriminate according to race, gender, religion, or national origin in the performance of any obligation it has under this Agreement.

- 24.9. **Employment of Undocumented Workers.** During the term of this Agreement, District shall not knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), District shall repay the amount of the payments received by District from the City as of the date of such violation not later than 120 days after the date District is notified by City of a violation of this section, plus interest from the date the payment(s) was paid to District, at the rate of 7 percent per annum. The interest will accrue from the date the payment(s) were paid to District until the date the payment(s) are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the payment(s) subject to repayment under this section. District is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom District contracts.
- 24.10. **Force Majeure.** If the performance of any obligations hereunder is delayed by reason of war, terrorism or the imminent threat thereof, insurrection, civil commotion, riots, labor disputes, strikes, lockouts, embargoes, hurricanes or named windstorms, unusual weather, fire, casualty, disruption to local, national or international transport services or exceptional or abnormal lack of availability of construction materials/supplies, epidemics, quarantine, any other public health restrictions or advisories, unavoidable casualties or other causes beyond the reasonable control of a Party hereto, the 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.
- 24.11. **Headings.** The article, section or paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 24.12. **Legal Authority.** Each person executing this Agreement on behalf of each Party, represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the City and/or District, respectively and to bind the City and/or District to all the terms, conditions, provisions, and obligations of this Agreement.
- 24.13. **No Joint Venture.** The Parties agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the services performed under this Agreement.
- 24.14. **No Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require performance of that provision. Any waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Agreement.
- 24.15. **Representation of Counsel: Mutual Negotiation.** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of

the Parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

- 24.16. **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. It is also the intent of the Parties that in lieu of each invalid, illegal, or unenforceable provision, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
- 24.17. **Survival of Agreement.** A Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- 24.18. **Warranty of Capacity to Perform.** The District and the City represent and warrant that each Party has or will retain the person or persons with appropriate expertise and knowledge to fulfill their respective obligations under this Agreement.

ARTICLE XXV. ENTIRE AGREEMENT

- 25.1. **No Contradictions.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and this Agreement, together with any attachment(s) attached hereto, constitutes the entire agreement between the Parties relating to the terms and conditions of the Agreement. The Parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.
- 25.2. **Incorporation of Exhibits.** Each exhibit referenced below shall be incorporated herein for all purposes as an essential part of this Agreement, which governs the rights and duties of the parties, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Exhibit A: Annual Report Submission Packet

Exhibit B: Critical Corridors

Exhibit C: Downtown Content Management Area

Exhibit D: Grant Programs Area

Exhibit E: Service Area

Exhibit F: Sub-District Boundaries

Exhibit G: Grant Program Guidelines

(Signatures begin on the following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 2025.

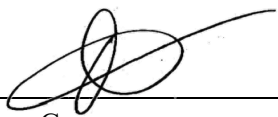
CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:




Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brascgalla, Director
Economic and International Development



Nicholas N. Ybarra, Director
Environmental Services

(Signatures continue on following page)

**EL PASO DOWNTOWN MANAGEMENT
DISTRICT:**



Mark Osborn, President
Board of Directors

ATTEST:



Joe Gudenrath
Executive Director

Exhibit A:
Annual Report Submission Packet

Exhibit A:
Annual Report Submittal Package

In accordance with Article XIII, the District agrees that, in addition to any other reporting requirements identified in this Agreement, on a yearly basis, being on or about every month of October following the Effective Date of this Agreement, the District shall submit an Annual Report to the City detailing its performance of activities under this Agreement and its performance related to key performance indicators identified in this Exhibit A, in addition to the identification of positive outcomes and areas needing improvement. Annual payment, subsequent to the initial payment, due to the District by the City as identified in Articles IV and V shall be contingent on receipt of a complete Annual Report. The Annual Report shall report out on the following key performance indicators:

I. Sanitation Services

- a. Total illegal dumping cases addressed
- b. Total first floor graffiti cases abated
- c. Percent of graffiti cases abated within 48 hours
- d. Average number of public assets power washed per month
- e. Total post City-event cleanup
- f. Linear feet of public ROW canvassed for litter abatement
- g. Linear feet of sidewalk power washed
- h. Downtown property owner, business, resident, visitor satisfaction with downtown cleanliness
- i. Other KPIs as identified by the District

II. Downtown Special Event Permitting Program

- a. Number of Permits Issued by Event Type
- b. Total Attendance at Special Events
- c. Other KPIs as identified by the District

ID. Wayfinding Kiosk and Street Banner Content Management Programs

- a. Program annual revenue
- b. Summary of program campaigns
- c. Other KPIs as identified by the District

IV. Bike Rack Accessibility Program

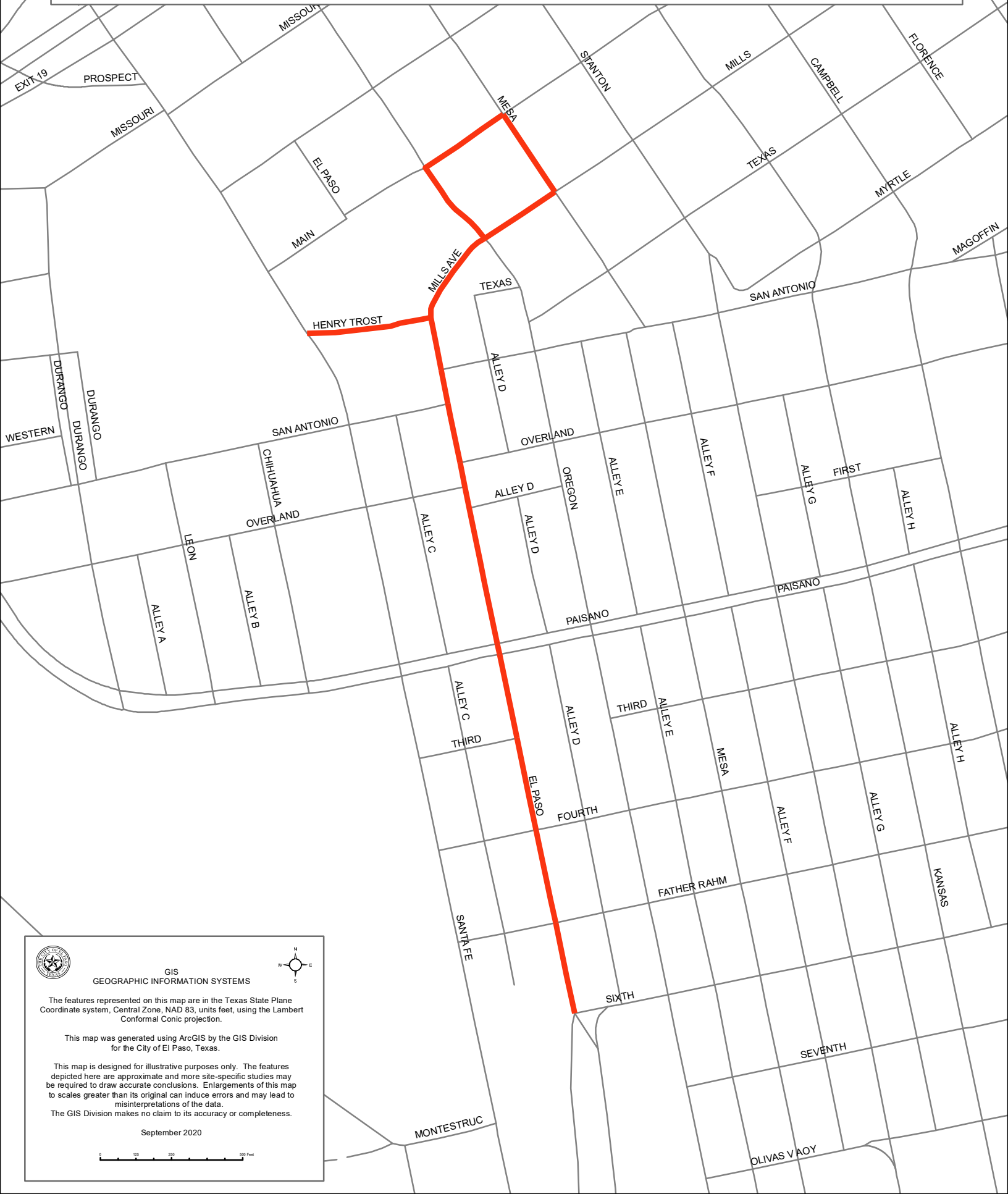
- a. Number of Bike Racks Installed by Type
- b. Location of Bike Racks
- c. Other KPIs as identified by the District

V. Grant Programs

- a. Number of grant agreements executed
- b. Total public investment
- c. Total private investment
- d. Return on Investment for completed projects
- e. Other KPIs as identified by the District

**Exhibit B:
Critical Corridors**

Exhibit B: Critical Corridors



GIS GEOGRAPHIC INFORMATION SYSTEMS

The features represented on this map are in the Texas State Plane Coordinate system, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

This map was generated using ArcGIS by the GIS Division for the City of El Paso, Texas.

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data.

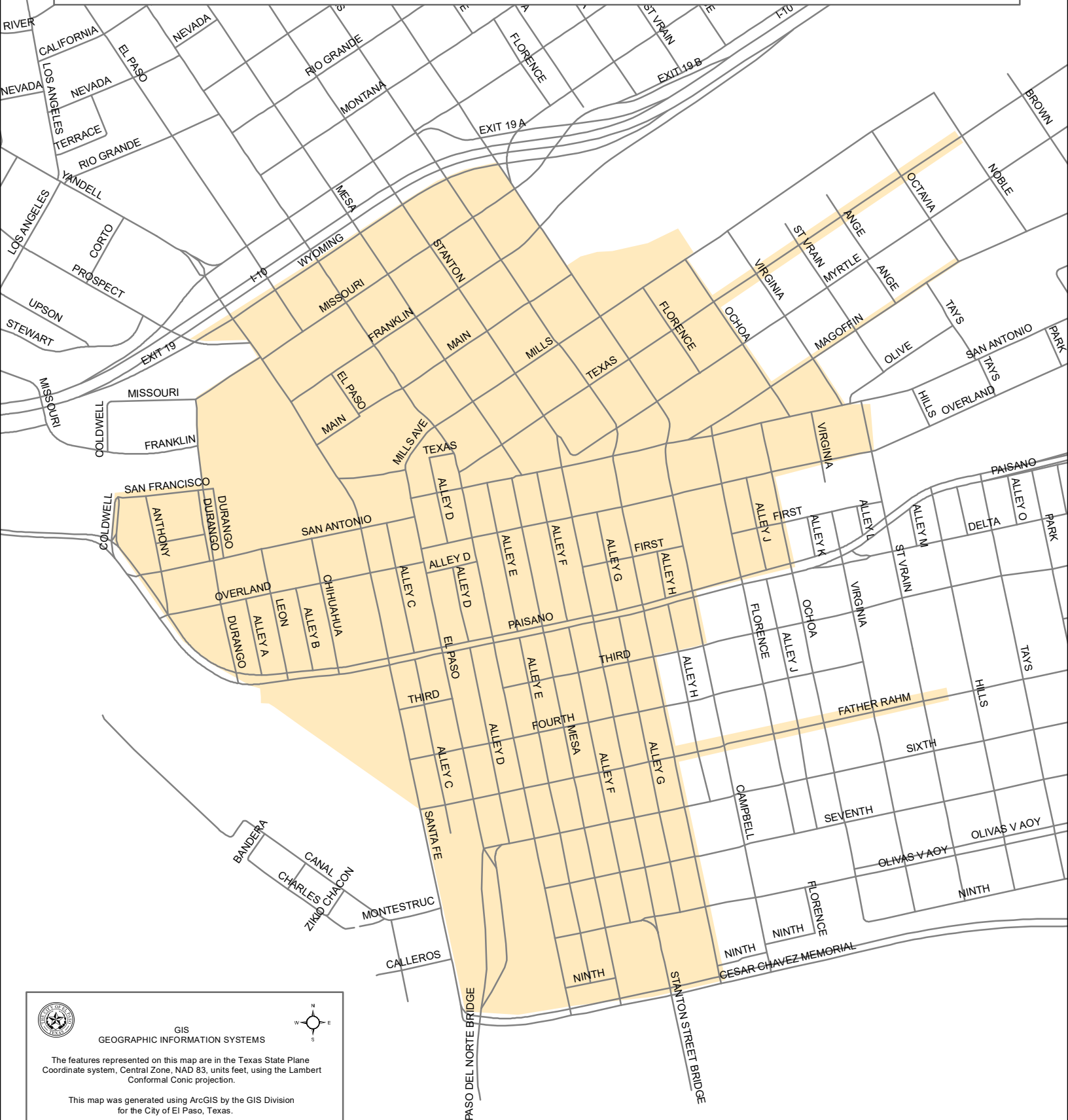
The GIS Division makes no claim to its accuracy or completeness.

September 2020



Exhibit C:
Downtown Content Management Area

Exhibit C: Downtown Content Management Area



GIS GEOGRAPHIC INFORMATION SYSTEMS

The features represented on this map are in the Texas State Plane Coordinate system, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

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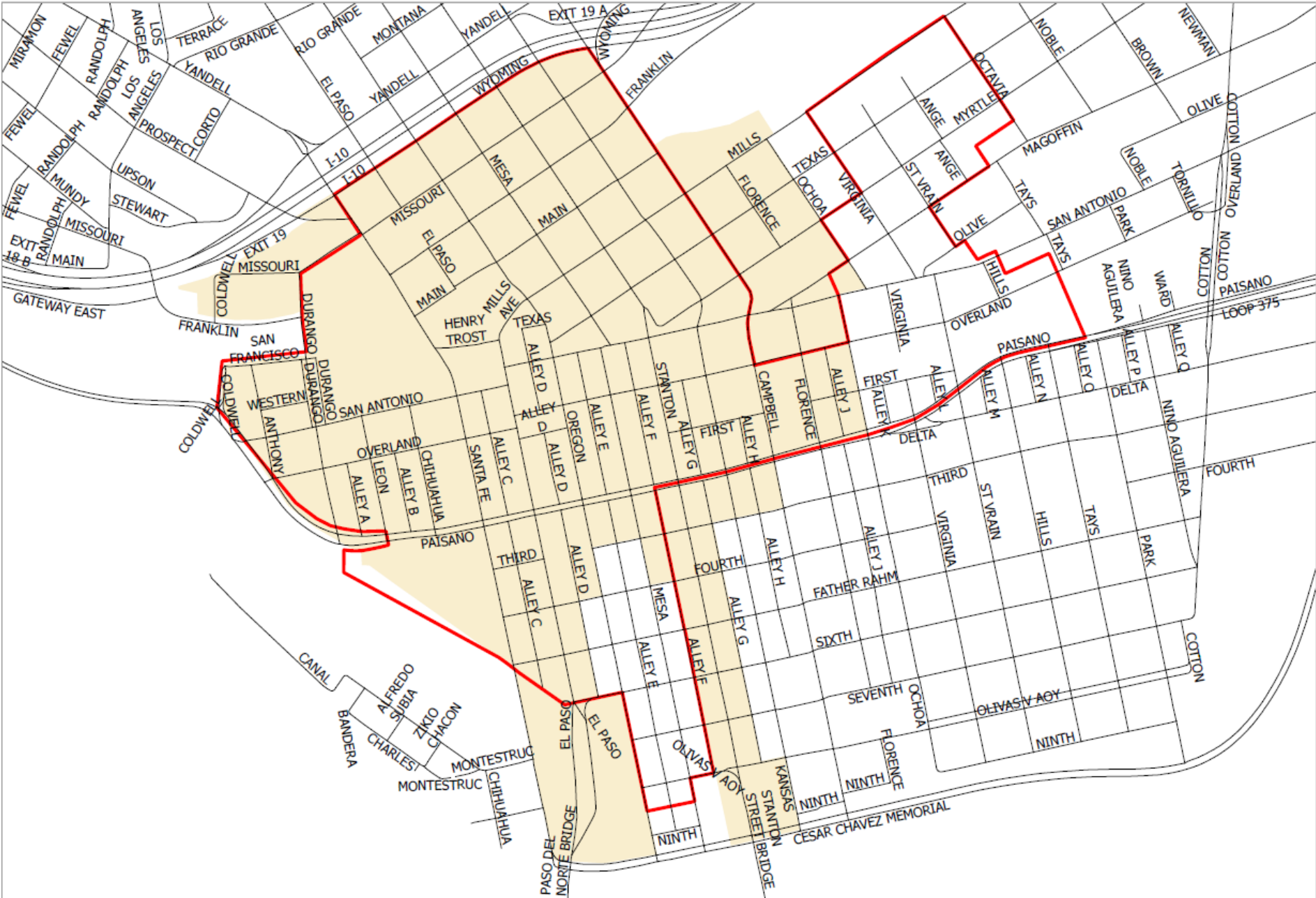
The GIS Division makes no claim to its accuracy or completeness.

September 2020

0 200 400 600 800 1,000 Feet

Exhibit D:
Grant Program Area

EXHIBIT D: Grant Program Area



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The City of El Paso makes no claim to its accuracy or completeness.



Legend

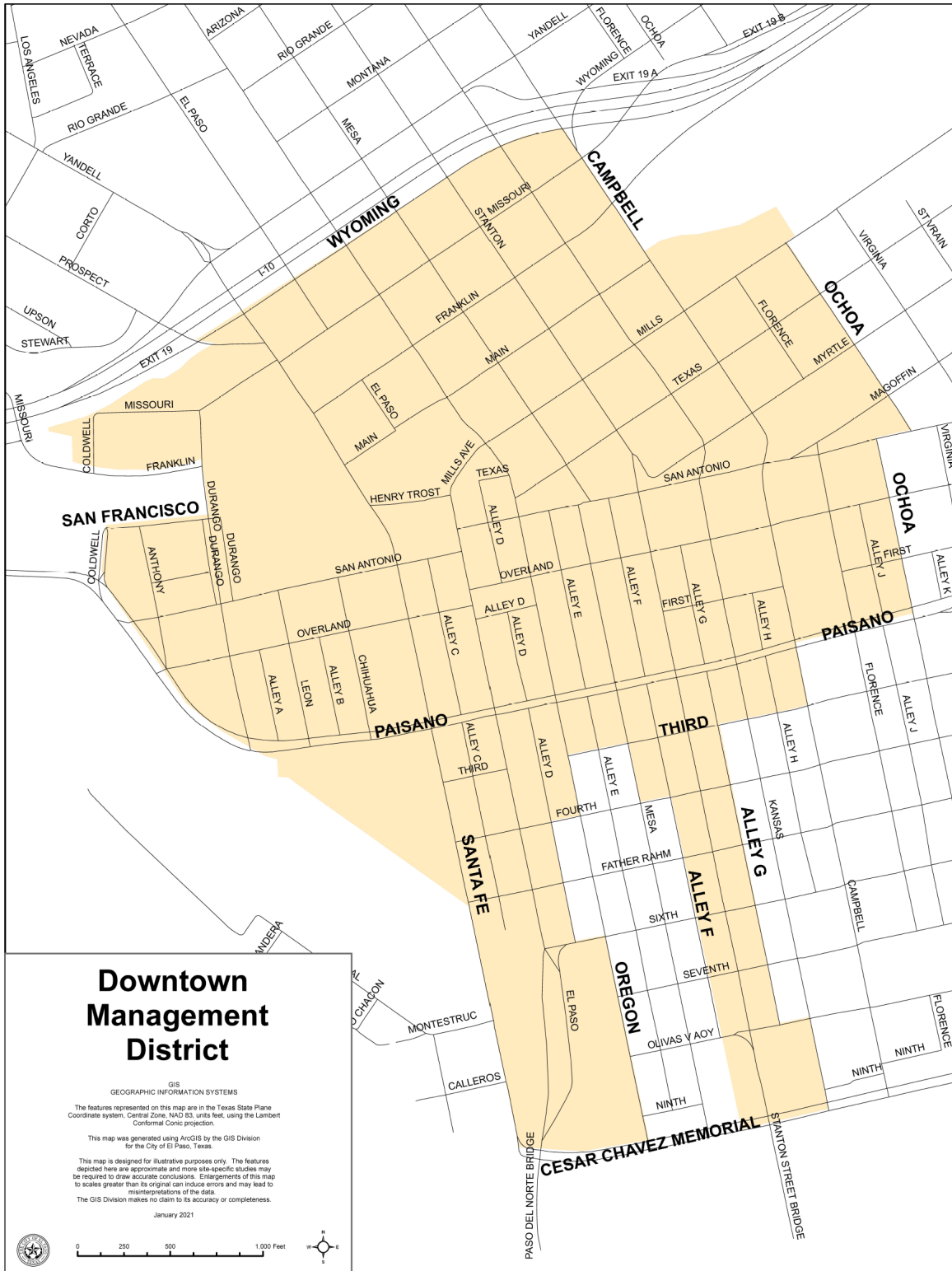
- Downtown Management District
- TIRZ #5

0 500 1,000 Feet



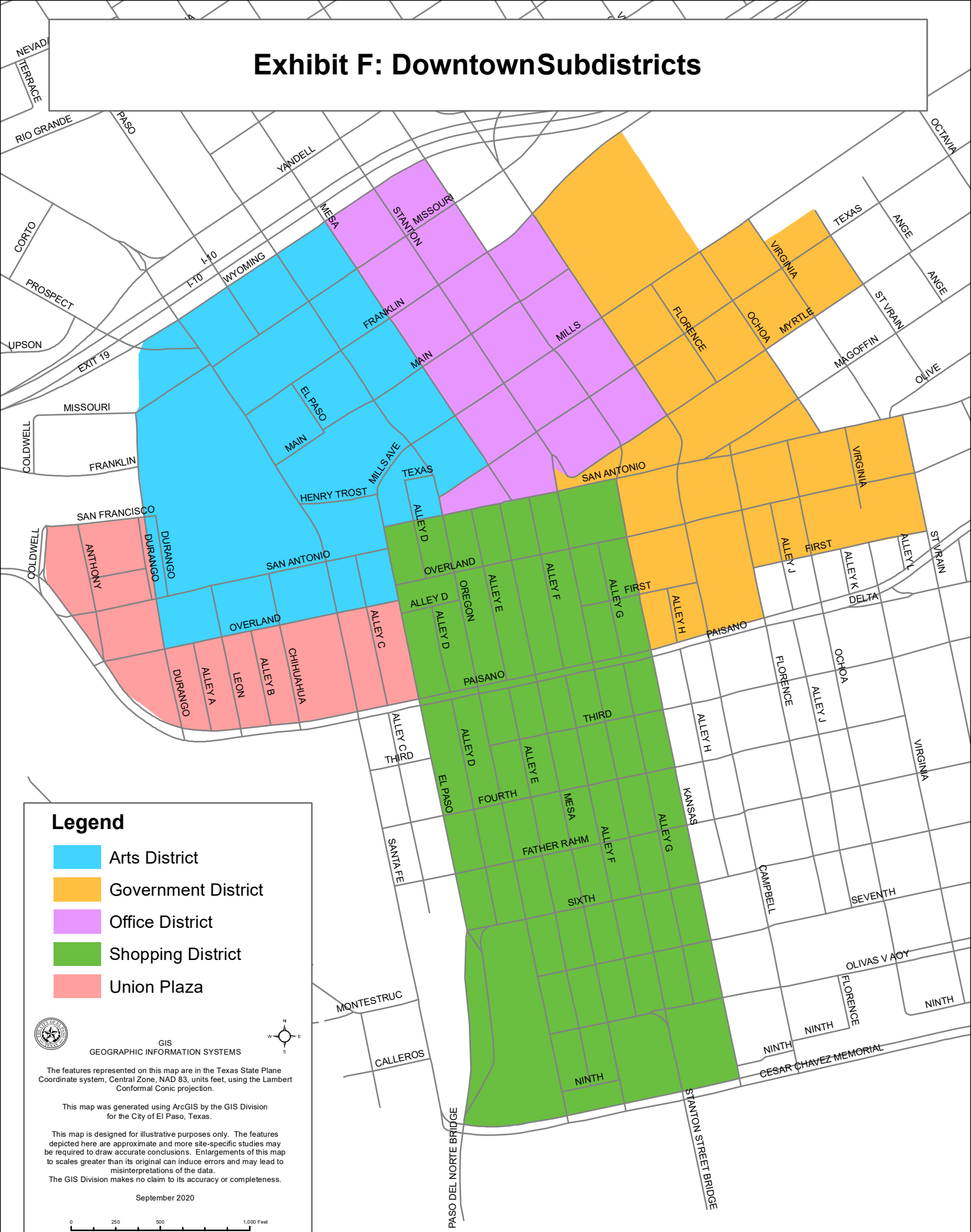
**Exhibit E:
Service Area**

EXHIBIT E - Service Area



**Exhibit F:
Sub-District Boundaries**

Exhibit F: Downtown Subdistricts



Legend

- Arts District
- Government District
- Office District
- Shopping District
- Union Plaza



GIS
GEOGRAPHIC INFORMATION SYSTEMS

The features represented on this map are in the Texas State Plane Coordinate system, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

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The GIS Division makes no claim to its accuracy or completeness.

September 2020

0 250 500 1,000 Feet

**Exhibit G:
Grant Program Guidelines**

- **Downtown Commercial Façade Improvement Grant Program**
 - **Downtown Signature Signage & Lighting Grant Program**
 - **Downtown Mural Grant Program**
- **Downtown Pedestrian Corridor Improvement Grant Program**
- **Downtown Residential Conversion Utility Upgrade Grant Program**

Exhibit G: Grant Programs Guidelines



Downtown Commercial Façade Improvement Grant Program Guidelines

A Joint Program of:

El Paso Downtown Management District (DMD), Program Administrator

The City of El Paso

Tax Increment Reinvestment Zone (TIRZ) No. 5

Effective: October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901

Contact:

- Joe Gudenrath - Executive Director, direct (915) 240-3116
Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Commercial Façade Improvement Grant Program

Thank you for your interest in the Downtown Commercial Façade Improvement Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Commercial Façade Improvement Grant Program (The Program) is to provide funding to existing business and/or property owners to make improvements to the exterior of buildings located in the boundaries of the program area identified on Exhibit A that follows. The DMD encourages interested applicants to schedule an appointment to meet with the DMD regarding the outlined requirements contained in this document for participation in the Program.

Definition of FAÇADE

1. *The exterior of a building facing a public street.*
2. *The exterior of a building not facing a public street, but more than 50% visible from a public street, sidewalk or public space (not including alleyways).*

The Program will provide matching grant funds on a **reimbursement basis only** for approved eligible **exterior** renovation improvements that are attached to or a part of a physical building structure to include restoration, preservation, and/or rehabilitation of commercial property within the eligible area of Downtown El Paso (see map that follows).

A. Subject to approval and funding availability, the matching grant funds when awarded are a dollar for dollar match (1:1 ratio) meaning once the total approved eligible improvement costs are confirmed paid in full, The Program **reimburses** The Participant for one half of these improvement costs which is the grant amount awarded. See table below for grant award calculation examples:

Total Approved Eligible Façade Improvement Costs	Required Matching Investment Amount by Property / Business Owner	Possible Grant Program Award
\$2,000.00	\$1,000.00	\$1,000.00
\$15,000.00	\$7,500.00	\$7,500.00
\$30,000.00	\$15,000.00	\$15,000.00
Projects Located within DMD Boundaries \$60,000.00 and above	\$30,000.00	\$30,000.00

B. Subject to approval and funding availability, the matching grant funds, when awarded to eligible projects meeting the criteria *listed below*, are two dollars for every private investment dollar match (2:1 ratio) meaning once the total approved eligible improvement costs are

confirmed paid in full, The Program reimburses The Participant for two thirds of these improvement costs which is the grant amount awarded. See table below for grant award calculation examples:

Total <i>Approved Eligible</i> Façade Improvement Costs	Required Private Investment Matching Amount	Possible Grant Program Award
\$3,000.00	\$1,000.00	\$2,000.00
\$15,000.00	\$5,000.00	10,000.00
\$30,000.00	\$10,000.00	20,000.00
<i>Projects Located within DMD Boundaries</i> \$45,000.00 and above	\$15,000.00	\$30,000.00

Critical Corridors:

1. Legal parcels adjacent to El Paso Street between Mills Avenue and Sixth Street.
2. Legal parcels adjacent to the Downtown El Paso Streetcar Tracks within the DMD boundaries. This area includes:
 - Franklin Avenue between Santa Fe and Kansas Streets
 - Kansas Street between Franklin and Father Rahm Avenues
 - Father Rahm Avenue between Kansas and Santa Fe Streets
 - Santa Fe Street between Father Rahm and Franklin Avenues
 - Oregon Street between Franklin Avenue and the south side of Wyoming Street
 - Stanton Street between Franklin Avenue and the south side of Wyoming Street
3. Legal parcels adjacent to Mills Avenue between El Paso Street and Mesa Street.
4. Legal parcels adjacent to San Jacinto Plaza. This area includes:
 - Mesa Street between Main Drive and Mills Avenue
 - Mills Avenue between Oregon and Mesa Streets
 - Main Drive between Oregon and Mesa Streets
 - Oregon Street between Main Drive and Mills Avenue

Historic Landmarks

1. Legal parcels designated a historic landmark or located within the Downtown Historic District.

Small Businesses

1. Legal parcels with street level and street-facing small business tenants.

C. The grant program award amount limits of reimbursement for approved eligible improvements per eligible property project are:

Maximum grant program award amount	\$30,000.00
Minimum grant program award amount	\$1,000.00

Grant Applicants are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real Property*.

2. Program Goals

- a. Revitalize and improve the appearance of downtown buildings to positively impact the aesthetics, marketability, and perception of the downtown area;
- b. Increase property values;
- c. Serve as a catalyst for continued private sector investment through visible improvements with an emphasis on small business support and development;
- d. Offer the private sector an incentive program to invest in downtown buildings with an emphasis on historic landmarks; and
- e. Restore distinctive architectural details of existing buildings by removing inappropriate or incompatible finishes.

3. Eligible Applicant Criteria

- a. Legal property owner and/or business owner / tenant with written property owner consent
- b. Must actively pay property taxes on proposed project's property maintaining a current account status
- c. No other debts in arrears to the City of El Paso to the best of their knowledge
- d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: <https://aca-prod.accela.com/ELPASO/Default.aspx>
Searches are available for all violations, i.e.; Building, Enforcement, Environmental, Animal, Fire, and Health.
- e. Must not have received an award(s) under this program with \$25,000.00 being the maximum façade improvement grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Improvements / Costs include the following:

- a. Artistic design elements – elements that serve to enhance and/or improve as part of the overall project
- b. Awnings / canopies – new, replacement, repair and/or removal
- c. Bird Spikes / Deterrents
- d. Brick (exterior) – repair of damaged
- e. Cleaning (exterior) – restorative in nature
- f. Demolition deemed necessary to facilitate the proposed improvements
- g. Design and engineering fees, construction drawings / building plans
- h. Doors – new, repair and/or replacement, restoration
- i. Entrance (main front) – ceramic/flooring installation; eligible only when exterior, visible and within property boundaries
- j. Entrance (main front) – recessing of and/or reconfiguration
- k. Fencing (security) – temporary fencing in place during construction
- l. Finishes (exterior) – removal and/or restoration of deteriorating finishes
- m. Glass (exterior storefront) – replacement, restoration

- n. Grate and grate boxes – removal or conversion of solid grates to open mesh style
- o. Historical architectural elements – preservation, restoration, rehabilitation
- p. Landscaping
- q. Lighting (exterior) – new, repair and/or replacement
- r. Moldings – crown (wood) or foam
- s. Outdoor Dining Areas (semi-permanent improvements)
- t. Painting (exterior)
- u. Removal of extraneous elements including security doors and security elements.
- v. Signs (exterior) – new, removal, repair and/or replacement
- w. Streetscape improvements
- x. Tile
- y. Windows (exterior) – repair and/or replacement, restoration

5. Ineligible Improvement / Costs include the following:

- a. Acquisition of property
- b. Barricades
- c. Debris clean-up/control, dumpster fees
- d. Demolition deemed **not** necessary to facilitate the proposed improvements
- e. Driveway repair
- f. Equipment rental
- g. Fees – miscellaneous
- h. Grout and sealant application (unless part of floor installation as defined in Eligible Cost Line Item l. above.)
- i. Improvement costs completed **prior** to receipt of the DMD's written Formal Notice To Proceed
- j. In-kind, donated, "sweat equity" or similar no cost improvement work, services or materials
- k. Interior renovations or improvements
- l. Parking lot repair
- m. Parking meter rental
- n. Permits
- o. Power-washing
- p. Roof repair or replacement
- q. Sales tax
- r. Security elements
- s. Sidewalk repair
- t. Surveys – asbestos, lead testing
- u. Utility costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by incorporating it into the building's design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Façade Review Committee (The Committee) for The Program.

Historic District

Applicants whose project is determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or

Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

801 Texas Ave., El Paso, Texas 79901
Phone: (915) 212-1567

Visit website:

[Planning \(elpasotexas.gov\)](http://Planning(elpasotexas.gov))

to obtain more information about Historic Design Requirements/Guidelines.

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Façade Grant Program Application form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed façade improvement work.
- Brief description of project (150 words or less).
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed façade improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed façade improvements.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the façade improvement work area.

Important Note: Application requires notary certified signature(s).

a. Application Submission (electronic submission preferred)

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, one week prior to the next scheduled Economic & Residential Development Review Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure the Application is reviewed in a timely manner, it is ***highly recommended that Applicants have prior contact*** with the DMD Office & Project Coordinator in order to receive clarification about application submission dates. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office or via email.

b. **Application Review**

Preliminary review of the Application will be performed at the time of its submission to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Economic & Residential Development Review Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the façade improvement project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Does the façade project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the façade project add substantial visible improvement to the exterior appearance of the building; have the probability to increase the parcel's property value?**
- **Does the façade project restore or create distinctive architectural details of an existing building by removing inappropriate or incompatible finishes?**
- **Does the property where the façade project is located currently have an operating business or signed lease?**
- **If the building where the façade project is located has existing historically significant architectural elements, does the façade project maintain and / or restore the architectural details?**
- **Does the façade face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan?**

The Committee will make their recommendation and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. **Matching Funds Reimbursement Grant Agreement**

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes, the establishment of a commitment period for completion of the project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the façade improvement expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The façade improvement project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

- a. Property and project scope location/identification along with Exhibit attachments identify the specific approved facade improvements to be undertaken;
- b. Maximum amount of the approved allowed reimbursement grant funds;
- c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
- d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
- e. Compliance with applicable local, state, and federal laws;
- f. Promotional rights to the City of El Paso and the DMD;
- g. Maintenance requirements;
- h. Removal / alteration of façade improvements within three (3) years from the date of completion of façade improvement project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the facade improvement project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the façade improvement work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Façade Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Façade Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible façade improvement costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

- a. A completed and signed Façade Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
- b. Proof of payment of all façade improvement costs (front and back copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID" with zero balance) must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
- c. Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received and / or;
- d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
- e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
- f. Digital color photograph(s) are preferred that accurately reflect the completion of the Work. When lighting is a component of the grant project, day and evening photographs are required.

Documentation submitted along with the Reimbursement Request Form is subject to the

review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the facade improvement work in **full**.

Allow thirty (30) days for processing of the Grant Reimbursement payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

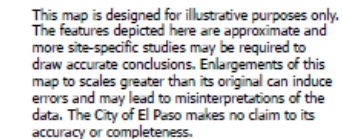
Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

12. Maintenance Requirements

By accepting grant funds, the Participant commits to properly maintain all façade improvements, keeping them clean and free of graffiti for a minimum of three (3) years at the Participant's own expense. Any damage to the façade improvements is to be repaired immediately by The Participant so that the property remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain building appearance including the cleaning of any awnings at least once a year. The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of the facade improvement is removed within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.

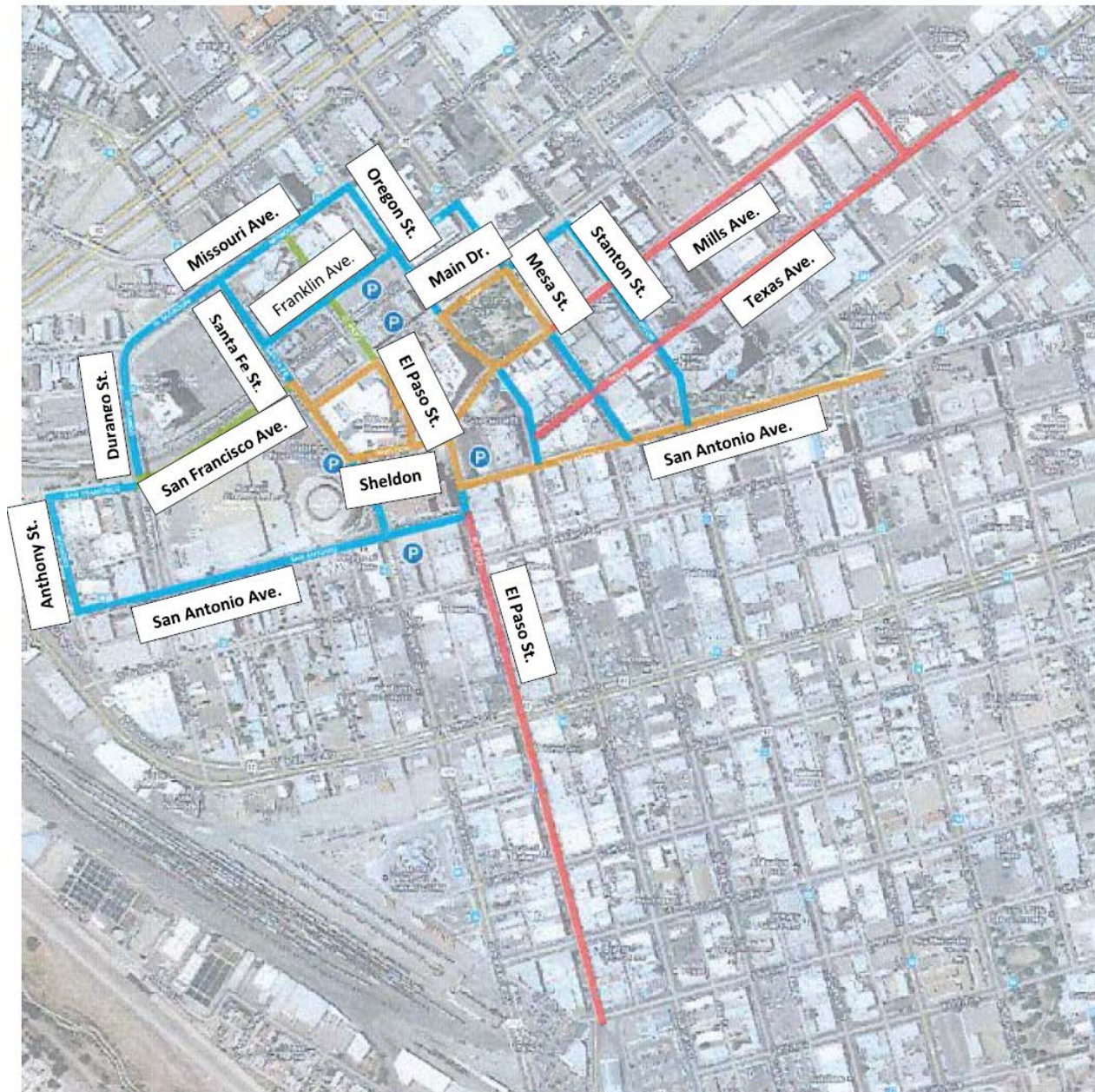


A horizontal scale bar with a black background. It has white tick marks at 0, 500, and 1,000 feet. The word "Feet" is written in white at the right end of the bar.



El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan





Downtown Signature Signage & Lighting Grant Program Guidelines

A Joint Program of:

El Paso Downtown Management District (DMD), Program Administrator

The City of El Paso

Tax Increment Reinvestment Zone (TIRZ) No. 5

Effective October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901

Contact:

- Joe Gudenrath - Executive Director, direct (915) 240-3116
Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Signature Signage & Lighting Grant Program

Thank you for your interest in the Downtown Signature Signage & Lighting Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. **Program Description**

The purpose of the Downtown Signature Signage and Lighting Grant Program (the “Program”) is to encourage installation and/or rehabilitation of historic and/or artistic signage and/or lighting within the boundaries of the program area identified on Exhibit A.

Definition of SIGNATURE for the purposes of this program:

1. historic and/or artistic signage that is not used for brand advertising or any other revenue generating purpose
2. something that serves to set apart or identify

NOTE: The “signature” nature of a proposed project will be determined by the Economic & Residential Development Committee. Standard improvements to signage and lighting will not be considered under this program, however, may be considered under the Downtown Commercial Façade Improvement Grant Program.

The Program will provide matching grant funds on a reimbursement basis only for approved eligible exterior signature signage and lighting associated with buildings within the eligible areas of Downtown El Paso. Proposed projects will be evaluated based on innovation and creativity.

Subject to approval and funding availability, the matching grant funds when awarded are one dollar for every eligible matching dollar invested (1:1 ratio) meaning once the total approved eligible project and/or improvement costs are confirmed paid in full, The Program reimburses The Participant for one half of the project and/or improvement costs which is the approved grant amount awarded.

Example of investment matching requirements:

Total <i>Approved Eligible</i> Signature Signage & Lighting Project Costs	Required Matching Investment Amount by Property / Business Owner	Possible Grant Program Award
\$2,000	\$1,000	\$1,000
\$15,000	\$7,500	\$7,500
\$50,000 and above	\$25,000 and above	\$25,000

The Program grant award amount limits of reimbursement for an approved eligible project and/or improvements per eligible property project are:

Maximum grant program award amount	\$25,000.00
Minimum grant program award amount	\$1,000.00

Grant applications are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real Property*.

2. Program Goals

- a. Establish recognizable signage within the downtown.
- b. Illuminate the pedestrian corridors to positively impact the aesthetics, activation, marketability, and perception of the downtown area.
- c. Increase property values.
- d. Serve as a catalyst for continued private sector investment through visible improvements.
- e. Offer the private sector and small businesses an incentive program to invest in downtown.

3. Eligible Applicant Criteria

- a. Legal property owner and/or business owner / tenant with written property owner consent
- b. Must actively pay property taxes on proposed project's property maintaining a current account status
- c. No other debts in arrears to the City of El Paso to the best of their knowledge
- d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: <https://aca-prod.accela.com/ELPASO/Default.aspx>. Searches are available for all violations, i.e.; Building, Enforcement, Environmental, Animal, Fire, and Health.
- e. Must not have received an award(s) under this program with \$25,000.00 being the maximum façade improvement grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Project / Improvements / Costs include the following:

- a. Signature Signage – new, repair or replacement. Rooftop signs, blade signs.
- b. Lighting Installations – new, repair or replacement
- c. Rooftop art, so long as it is visible from the right of way and lit at night
- d. Demolition deemed necessary to facilitate the proposed improvements
- e. Equipment Rental
- f. Installation costs
- g. Design and engineering fees, construction drawings / building plans

5. Ineligible Project / Improvement / Costs include the following:

- a. Brand Advertising (or other revenue generating use)
- b. Billboards
- c. Barricades
- d. Debris clean-up/control, dumpster fees
- e. Demolition deemed **not** necessary to facilitate the proposed improvements
- f. In-kind, donated, "sweat equity" or similar no cost improvement work
- g. Interior renovations or improvements
- h. Parking Meter rental
- i. Permits

- j. Power-washing
- k. Project / improvement costs completed prior to receipt of the DMD's written Formal Notice to Proceed
- l. Sales Tax
- m. Standard building exterior renovations, improvements or lighting (See Downtown Commercial Façade Improvement Grant Program)
- n. Surveys – asbestos, lead testing
- o. Utility costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by incorporating it into the building's design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Economic & Residential Development Committee (The Committee) for The Program.

Historic District

Applicants whose project is associated with a property determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

Address: Historic Preservation Office
801 Texas Ave., El Paso, Texas 79901
Phone: (915) 212-1567

To obtain more information about Historic Design Requirements/Guidelines visit:

[Planning \(elpasotexas.gov\)](http://Planning(elpasotexas.gov))

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Signature Signage & Lighting Grant Program Application form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed signage and / or lighting plans / work.
- Brief description of project (150 words or less).
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed signage and/or lighting improvements.
- Proof of current property ownership.

- Current color photograph(s) of site and structures relating to the project / improvement work area.

Important Note: Application requires notary certified signature(s).

a. Application Submission

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, one week prior to the next scheduled Economic & Residential Development Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure The Application is reviewed in a timely manner, it is ***highly recommended that Applicants schedule an appointment*** with the DMD Office & Project Coordinator. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office.

b. Application Review

Preliminary review of the Application will be performed at the time of the scheduled appointment to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Economic & Residential Development Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, At-Large Committee members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Is the project “signature” in nature? Failure to meet the DMD’s identification of “signature” will automatically cause the application to be rejected . Standard signage and lighting are eligible costs under the Downtown Commercial Façade Improvement Grant Program.**
- **Does the project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the project add substantial visible improvement to the exterior appearance of the building; have the probability to increase the parcel’s property value?**
- **Does the project restore or create distinctive architectural details of an existing sign or lighting installment?**
- **Does the property where the project is located currently have an operating**

business or signed lease?

- **If the building where the project is located has existing historically significant architectural elements, does the project maintain and / or restore the architectural details?**
- **Does the parcel face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan, El Paso Street, or the Streetcar route?**

The Committee will make their recommendation and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. Matching Funds Reimbursement Grant Agreement

In the event the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes the establishment of a commitment period for completion of the project and information regarding the execution of the required Matching Funds Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the signage and/or lighting project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The signature signage and lighting project information, specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

- a. Property and project scope location/identification along with Exhibit attachments identify the specific approved project and/or improvements to be undertaken;
- b. Maximum amount of the approved allowed reimbursement grant funds;
- c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
- d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
- e. Compliance with applicable local, state, and federal laws;
- f. Promotional rights to the City of El Paso and the DMD;
- g. Maintenance requirements;
- h. Removal / alteration of project and/or improvements within three (3) years from the date of completion of the project and/or improvements and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the project and/or improvements, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the project work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Signature Signage & Lighting Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Signature Signage & Lighting Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible project and/or improvement costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

- a. A completed and signed Signature Signage & Lighting Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
- b. Proof of payment of all project and/or improvement costs (front and back copies of cancelled checks and /or electronic receipts along with corresponding invoices marked "PAID") must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Matching Funds Reimbursement Grant;
- c. Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received;
- d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
- e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
- f. Digital color photograph(s) are preferred (8 ½ x 11) that accurately reflect the completion of the Work. When lighting is a component of the grant project, day and evening photographs are required.

Documentation submitted along with the Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the project and/or improvement work in **full**.

Allow 30 days for processing of the Matching Funds Reimbursement Grant payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

Important Note: Grant program awards are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

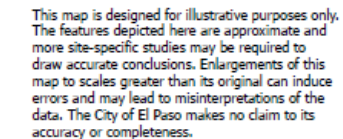
12. Maintenance Requirements

By accepting grant funds, The Participant commits to properly maintain all signage and/or lighting elements, keeping them operational and illuminated nightly for a minimum of three (3) years at the Participant's own expense. Any damage to the signage and/or lighting elements is to be repaired immediately by The Participant so that they remain in good, working condition. The Participant is required to perform any other repairs needed on an ongoing basis and to maintain appearances.

The Participant also agrees to return a pro-rated amount of the grant program award received if any portion of the signage and/or lighting installation is removed or inoperable within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.

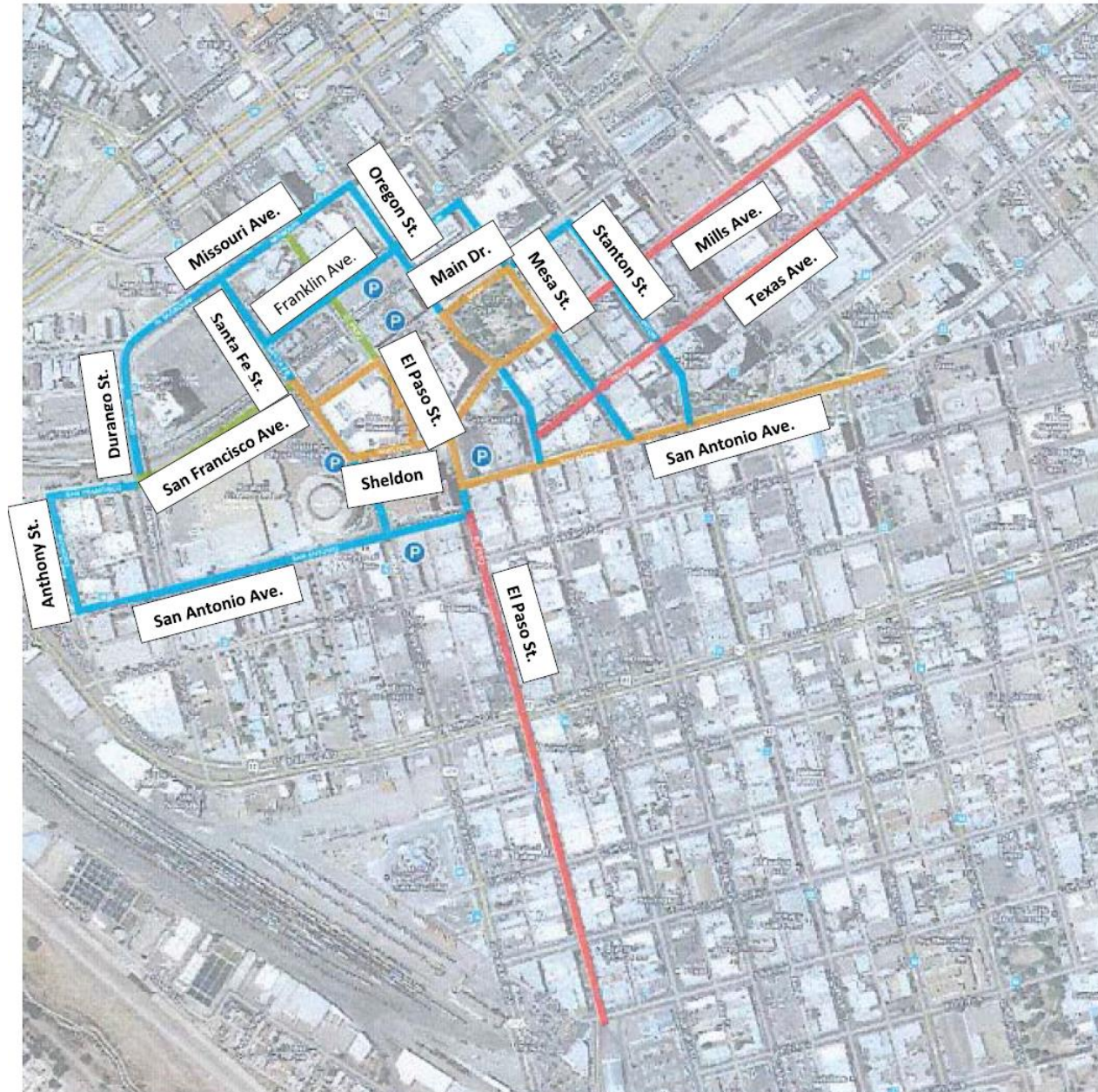


 TIRZ #5



El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan



El Paso Streetcar Route



EL PASO STREETCAR OFFICIAL ROUTE





Downtown Mural Grant Program Guidelines

A Program of:

El Paso Downtown Management District (DMD)

Effective October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901

Contact:

- Joe Gudenrath - Executive Director, direct (915) 240-3116
Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Mural Grant Program

Thank you for your interest in the Downtown Mural Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. **Program Description**

The purpose of the Downtown Mural Grant Program (the “Program”) is to provide funding to existing business and/or property owners to establish or restore murals within the boundaries of the El Paso Downtown Management District (DMD).

NOTE: Standard paint and/or artistic design element improvements will not be considered under this program. See Downtown Commercial Façade Improvement Grant Program.

The Program will provide matching grant funds on a reimbursement basis only for approved mural projects that are adjacent to the public right-of-way or surface parking lots, or visible from public right-of-way within the eligible areas of Downtown El Paso.

Subject to approval and funding availability, the matching grant funds when awarded are a dollar for dollar match (1:1 ratio) meaning once the total approved eligible mural project costs are confirmed paid in full, The Program **reimburses** The Participant for one half of these project costs which is the grant amount awarded

Example of Matching Requirements:

Total <i>Approved Eligible</i> Mural Project Costs	Required Matching Investment Amount by Property/Business Owner	Possible Grant Program Award
\$3,000	\$1,500	\$1,500
\$10,000	\$5,000	\$5,000
\$20,000 and above	\$10,000 and above	\$10,000

The Program grant award amount limits of reimbursement for an approved eligible mural project per eligible property project are:

Maximum grant program award amount	\$10,000.00
Minimum grant program award amount	\$1,000.00

Grant applications are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real Property*.

2. Program Goals

- a. Establish suitable and recognizable murals within the downtown.
- b. Positively impact the aesthetics, activation, marketability, and perception of the downtown area.
- c. Increase property values.
- d. Serve as a catalyst for continued private sector investment through visible improvements.
- e. Offer the private sector an incentive program to invest in downtown.

3. Eligible Applicant Criteria

- a. Legal property owner and/or business owner/tenant with written property owner consent.
- b. Must actively pay property taxes on proposed project's property maintaining a current account status.
- c. No other debts in arrears to the City of El Paso to the best of their knowledge.
- d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the mural project by visiting website: <https://aca-prod.accela.com/ELPASO/Default.aspx> Searches are available for all violations, i.e. Building, Enforcement, Environmental, Animal, Fire and Health.
- e. Must not have received an award(s) under this program with \$10,000.00 being the mural grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Improvements / Costs include the following:

- a. Artist Services
- b. Demolition deemed necessary to facilitate the proposed improvements
- c. Wall Preparations
- d. Artist Supplies
- e. Equipment Rental
- f. Lighting

5. Ineligible Improvement / Costs include the following:

- a. Brand Advertising (or any other revenue generating use)
- b. Barricades
- c. Debris clean-up/control, dumpster fees
- d. Demolition deemed **not** necessary to facilitate the proposed improvements
- e. Improvement costs completed prior to receipt of the DMD's written Formal Notice to Proceed
- f. In-kind, donated, "sweat equity" or similar no cost improvement work
- g. Interior renovations or improvements
- h. Parking Meter rental
- i. Permits
- j. Sales Tax
- k. Standard building exterior renovations, improvements, painting or artistic design elements (See Downtown Commercial Façade Improvement Grant Program)
- l. Surveys – asbestos, lead testing
- m. Utility costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by

incorporating it into the building's design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Economic & Residential Development Committee (The Committee) for The Program.

Historic District

Applicants whose project is associated with a property determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

Address: 801 Texas Ave., El Paso, Texas 79901
Phone: (915) 212-1567

To obtain more information about Historic Design Requirements/Guidelines visit:

[Planning \(elpasotexas.gov\)](http://Planning.elpasotexas.gov)

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Mural Grant Program Application form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed mural.
- Artist information including resume and portfolio.
- Brief description of project (150 words or less).
- Project budget to include the identification of any grants, donations, contributions, etc. received or being requested by the applicant or persons associated with the project.
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed façade improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed mural.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the improvement work area.

Important Note: Application requires notary certified signature(s).

a. Application Submission (electronic submission preferred)

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, **two weeks** prior to the next scheduled Economic & Residential Development Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon two weeks prior to the second Thursday of the month. Completed applications received by the deadline will be reviewed

by a panel of art professionals and if approved, will be scheduled for the next Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure The Application is reviewed in a timely manner, it is **highly recommended that have prior contact** with the DMD Office & Project Coordinator in order to receive clarification about application submission dates. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office.

b. Application Review

Preliminary review of the Application will be performed at the time of its submission to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected.

The mural depiction, artist resume, wall preparations, and materials list will be reviewed by a panel of local art professionals (The Panel) to determine the suitability of the proposed mural, and make a recommendation to the Economic & Residential Development Committee. Should the Panel determine that the proposed mural is not suitable, for whatever reason, the application process will stop at that point.

The complete application along with the Panel's recommendation is then presented to the Economic & Residential Development Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend the Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the mural project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Does the mural project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the mural add substantial visible improvement to the exterior appearance of the building; have the probability to increase the parcel's property value?**
- **Is the mural accessible or approachable to the general public?**
- **Does the property where the mural project is located currently have an operating business or signed lease?**
- **Does the parcel face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan, El Paso Street, or the Streetcar route?**

The Committee will make their recommendation and present the Application to the BOD for the final determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30am. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. Matching Funds Reimbursement Grant Agreement

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes the establishment of a commitment period for completion of the project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the mural project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The mural project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

- a. Property and project scope location/identification along with Exhibit attachments identify the specific mural project to be undertaken;
- b. Maximum amount of the approved allowed reimbursement grant funds;
- c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
- d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
- e. Compliance with applicable local, state, and federal laws;
- f. Promotional rights to the City of El Paso and the DMD;
- g. Maintenance requirements;
- h. Removal / alteration of the mural project within three (3) years from the date of completion of the mural project and subsequent recapture of prorated grant funds.

Important Note: **The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the mural project, BOTH signatures require notary certification.**

10. Final Field Inspection

Requests for reimbursement will only be processed after the mural project work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Downtown Mural Grant Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Downtown Mural Grant Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible mural project costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

- a. A completed and signed Downtown Mural Grant Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
- b. Proof of payment of all mural project costs (front and back copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID") must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
- c. Statements from architects, contractors and/or subcontractors acknowledging that all

- d. payments have been received and / or;
- d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
- e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
- f. Digital color photograph(s) are preferred that accurately reflect the completion of the Work.

Documentation submitted along with the Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the mural project work in **full**.

Allow 30 days for processing of the Grant Reimbursement payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

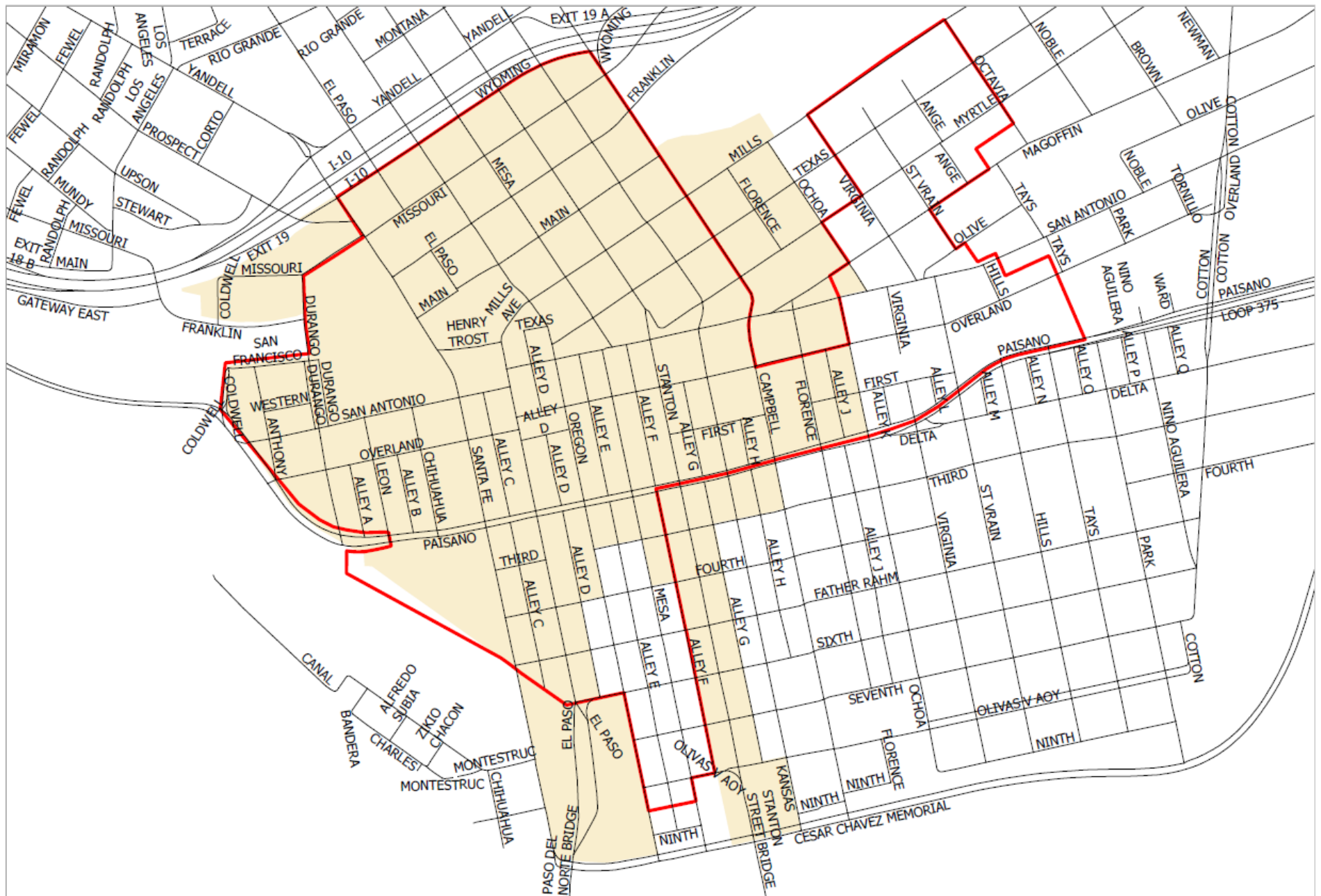
12. Maintenance Requirements

By accepting grant funds, The Participant commits to properly maintain the mural, keeping it clean and free of graffiti, for a minimum of three (3) years at the Participant's own expense. Any damage to the mural is to be repaired immediately by The Participant so that it remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain appearances.

The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of the mural project is removed within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The City of El Paso makes no claim to its accuracy or completeness.



Legend



Downtown Management District



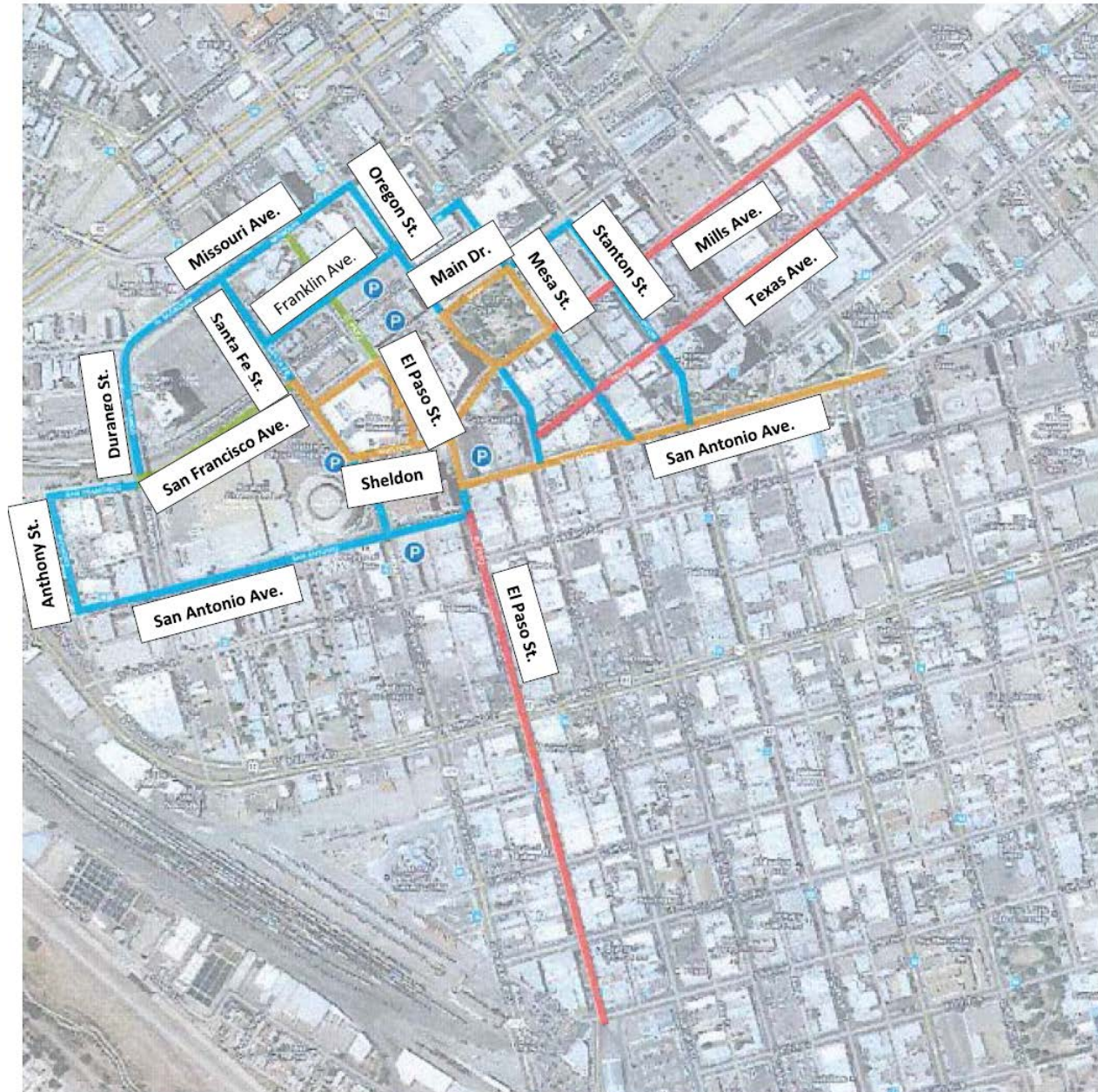
TIRZ #5

0 500 1,000 Feet



El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan





Downtown Pedestrian Corridor Improvement Grant Program Guidelines

A Program of:

El Paso Downtown Management District (DMD)

Effective October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901

Contact:

- Joe Gudenrath - Executive Director, direct (915) 240-3116
Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Pedestrian Corridor Improvement Grant Program

Thank you for your interest in the Downtown Pedestrian Corridor Improvement Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. **Program Description**

The purpose of the Downtown Pedestrian Corridor Improvement Grant Program (the "Program") is to provide funding to existing business and/or property owners to make improvements to the spaces adjacent to or within the public right-of-way within the boundaries of the El Paso Downtown Management District (DMD).

NOTE: Improvements to existing buildings will not be considered under this program. See Downtown Commercial Façade Improvement Grant Program.

The Program will provide matching grant funds on a reimbursement basis only for approved eligible exterior improvements and amenities that are adjacent to or within the public right-of-way within the eligible areas of Downtown El Paso.

Subject to approval and funding availability, the matching grant funds when awarded are a dollar for dollar match (1:1 ratio) meaning once the total approved eligible improvement costs are confirmed paid in full, The Program **reimburses** The Participant for one half of these improvement costs which is the grant amount awarded.

Example of Matching Requirements:

Total <i>Approved Eligible</i> Pedestrian Corridor Improvements	Required Matching Investment by Property/Business Owner	Possible Grant Program Award
\$3,000	\$1,500	\$1,500
\$10,000	\$5,000	\$5,000
\$20,000 and above	\$10,000 and above	\$10,000

The Program grant award amount limits of reimbursement for an approved eligible project and/or improvements per eligible property project are:

Maximum grant program award amount	\$10,000.00
Minimum grant program award amount	\$ 1,000.00

Grant applications are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real Property*.

2. Program Goals

- a. Revitalize and improve the pedestrian corridors to positively impact the aesthetics, activation, marketability, and perception of the downtown area.
- b. Serve as a catalyst for continued private sector investment through visible improvements.
- c. Offer the private sector an incentive program to invest in downtown.

3. Eligible Applicant Criteria

- a. Legal property owner and/or business owner/tenant with written property owner consent.
- b. Must actively pay property taxes on proposed project's property maintaining a current account status.
- c. No other debts in arrears to the City of El Paso to the best of their knowledge.
- d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: <https://aca-prod.accela.com/ELPASO/Default.aspx>. Searches are available for all violations, i.e. Building, Enforcement, Environmental, Animal, Fire and Health.
- e. Must not have received an award(s) under this program with \$10,000.00 being the maximum pedestrian corridor improvement grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Improvements / Costs include the following:

- a. Bike Racks
- b. Decorative Fencing
- c. Demolition deemed necessary to facilitate the proposed improvements
- d. Design and engineering fees, construction drawings / building plans
- e. Equipment Rental
- f. Historical Markers
- g. Installation Costs
- h. Interactive Elements
- i. Landscaping
- j. Lighting elements
- k. Permanent or Fixed Outdoor Seating
- l. Parklets
- m. Planters (semi-permanent, relatively immobile)
- n. Public Art Sculptures
- o. Shade elements
- p. Sidewalk / Alley Repairs & Finishes
- q. Sidewalk Cafes
- r. Trees

5. Ineligible Improvement / Costs include the following:

- a. Acquisition of property
- b. Barricades
- c. Debris clean-up/control, dumpster fees
- d. Demolition deemed **not** necessary to facilitate the proposed improvements
- e. Exterior building renovations or improvements (See Downtown Commercial Façade Improvement Grant Program)
- f. Temporary or Movable Outdoor Furniture
- g. Improvement costs completed prior to receipt of the DMD's written Formal Notice to

- Proceed
- h. In-kind, donated, “sweat equity” or similar no cost improvement work
 - i. Interior renovations or improvements
 - j. Parking Meter rental
 - k. Permits
 - l. Power-washing
 - m. Sales Tax
 - n. Surveys – asbestos, lead testing
 - o. Utility Costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by incorporating it into the building’s design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Economic & Residential Development Committee (The Committee) for The Program.

Historic District

Applicants whose project is associated with a property determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

Address: Historic Preservation Office
801 Texas Ave., El Paso, Texas 79901

Phone: (915) 212-1567

To obtain more information about Historic Design Requirements/Guidelines visit:

[Planning \(elpasotexas.gov\)](http://elpasotexas.gov/Planning)

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Downtown Pedestrian Corridor Improvement Grant Program Application form is available at the DMD’s principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed plans / improvements.
- Brief description of project (150 words or less).
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed

- improvements.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the improvement work area.

Important Note: Application requires notary certified signature(s).

a. Application Submission (electronic submission preferred)

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, one week prior to the next scheduled Economic & Residential Development Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure the Application is reviewed in a timely manner, it is ***highly recommended that Applicants have prior contact*** with the DMD Office & Project Coordinator in order to receive clarification about application submission dates. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date / time stamped at the time of submission / receipt at the DMD office.

b. Application Review

Preliminary review of the Application will be performed at the time of its submission to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Economic & Residential Development Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, At-Large Committee members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- Does the project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?
- Does the project add substantial visible improvement to the pedestrian corridor?
- Does the project restore or create distinctive architectural details along the corridor?
- Does the property where the improvements are located currently have an operating business or signed lease?
- If the building where the project is located has existing historically significant architectural elements, does the project contribute to the architectural details?
- Does the parcel face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan, El Paso Street, or the Streetcar route?

The Committee will make their recommendation and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. Matching Funds Reimbursement Grant Agreement

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes the establishment of a commitment period for completion of the project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the pedestrian corridor improvement project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The pedestrian corridor improvement project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

- a. Property and project scope location/identification along with Exhibit attachments identify the specific approved improvements to be undertaken;
- b. Maximum amount of the approved allowed reimbursement grant funds;
- c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
- d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
- e. Compliance with applicable local, state, and federal laws;
- f. Promotional rights to the City of El Paso and the DMD;
- g. Maintenance requirements;
- h. Removal / alteration of improvements within three (3) years from the date of completion of the improvement project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the improvement project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the project work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Pedestrian Corridor Improvement Grant Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Pedestrian Corridor Improvement Grant Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible project costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

- a. A completed and signed Pedestrian Corridor Improvement Grant Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
- b. Proof of payment of all improvement costs (front & back copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID" with zero balance) must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
- c. Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received and / or;
- d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
- e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
- f. Digital color photograph(s) are preferred that accurately reflect the completion of the Work. When lighting is a component of the grant project, day and evening photographs are required.

Documentation submitted along with the Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the improvement work in **full**.

Allow thirty (30) days for processing of the Grant Reimbursement payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

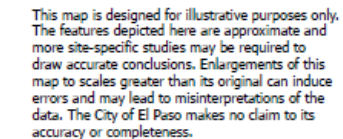
12. Maintenance Requirements

By accepting grant funds, The Participant commits to properly maintain all improvements and amenities, keeping them clean and free of graffiti for a minimum of three (3) years at the Participant's own expense. Any damage to the improvements/amenities is to be repaired immediately by The Participant so that the property remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain appearances. In the case of trees and/or plant materials, The Participant will replace materials as regularly as needed to maintain a lively appearance and impression.

The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of the improvement is removed within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.

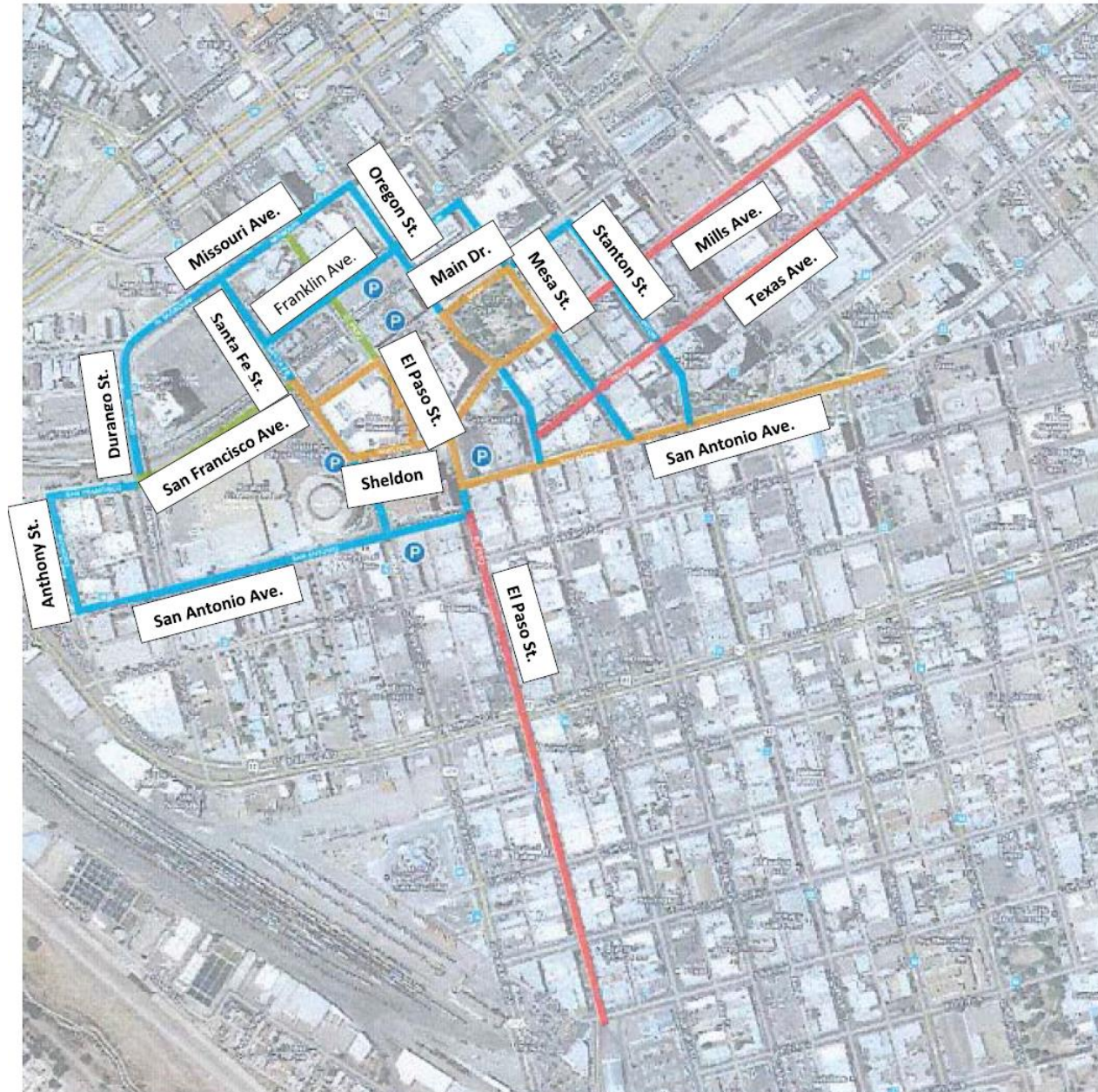


0 500 1,000 Feet



El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan



El Paso Streetcar Route



EL PASO STREETCAR
OFFICIAL ROUTE





Downtown Residential Conversion Utility Upgrade Grant Program Guidelines

A Program of:

El Paso Downtown Management District (DMD)

Effective: March , 2025

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901
Main Phone: (915) 400-2294

- Joe Gudenrath - Executive Director, (915) 240-3116
email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), (915) 400-2295
email: tmais@elpasodmd.org

Downtown Residential Conversion Utility Upgrade Grant Program

Thank you for your interest in the Downtown Residential Conversion Utility Upgrade Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District (DMD) to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Residential Conversion Utility Upgrade Grant Program (The Program) is to provide funding to property owners to upgrade to utility services required to support conversion of an existing property into market rate residential units located within the boundaries of the Downtown Management District

The Program will provide grant funds on a **reimbursement basis only** as outlined below for approved utility upgrades associated with the development of market rate residential units (The Project) on property located within the DMD. Some projects may require matching funds by the property owner.

A. Subject to approval and funding availability, the maximum amount an applicant may be awarded is \$ 50,000.00. For upgrade projects up to \$ 25,000.00, no match will be required. Projects costing above \$ 25,000.00 for developments including five (5) to twenty (20) market rate residential units will require a dollar for dollar match (1:1 ratio) up to \$ 25,000.00 additional dollars. Projects costing above \$ 25,000.00 for development including twenty-one (21) or more market rate residential units will not require matching funds up to \$ 25,000.00 additional dollars. See table below for grant award calculation examples:

Total Approved Eligible Utility Upgrade Costs	Required Matching Investment Amount by Property Owner (5 – 20 Units)	Required Matching Investment Amount by Property Owner (21 or more Units)	Possible Grant Program Award
< \$25,000.00	\$ 00.00	\$ 00.00	100% of upgrade costs
Between \$ 25,000.00 and \$ 50,000.00	\$ 00.00 on first \$ 25,000.00 and \$ 1.00 for every \$ 1.00 of grant funds above \$ 25,000.00 up to \$ 50,000.00 total grant	\$ 00.00	Up to \$ 50,000.00 subject to matching requirements
> \$ 50,000.00	\$ 00.00 on first \$ 25,000.00 and \$ 1.00 for every \$ 1.00 of grant funds above \$ 25,000.00 up to \$ 50,000.00 total grant	\$ 00.00	Up to \$ 50,000.00 subject to matching requirements

2. Program Goals

- a. Support the development of new market rate residential units through infill and adaptive reuse developments;
- b. Alleviate some of the costs of expensive utility upgrades;
- c. Avoid displacement and gentrification;
- d. Preserve existing building stock;
- e. Increase property values;
- f. Serve as a catalyst for continued private sector investment through the creation of market rate residential options

3. Eligible Applicant Criteria

- a. Legal property owner
- b. Must actively pay property taxes on proposed project's property maintaining a current account status
- c. No other debts in arrears to the City of El Paso to the best of their knowledge
- d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: <http://epermit.elpasotexas.gov/citizenaccess/>. Searches are available for all violations, i.e.; Building, Enforcement, Environmental, Animal, Fire, and Health.
- e. Must not have received an award(s) under this program with \$50,000.00 being the maximum grant allotted to each real property legal parcel within a previous ten (10) year period.

4. Project Eligibility:

- a. Development of five (5) or more market rate residential units per parcel
- b. Residential units developed with support of this grant program will be leased / sold at market rate or higher values
- c. Conversion of an existing structure or new construction
- d. Combination of 5 or more market rate units in addition to any number of below market and / or subsidized residential. Required match will be based on number of market rate units.

5. Ineligible Projects:

- a. The conversion of existing residential (within the previous 5 years).
- b. Tax exempt properties.
- c. Below market rent / subsidized rent
- d. Projects that include the demolition of a majority of the existing building shell
- e. Interior utility improvements (i.e. wiring, plumbing, gas lines, fixtures)

6. Eligible Expenses:

- a. Utility-related work with a previously approved scope. Includes gas, electricity, water and sewer utilities
- b. Demolition deemed necessary to facilitate the proposed utility improvements
- c. Design and engineering fees, construction drawings / building plans

7. Ineligible Expenses:

- a. Acquisition of property
- b. Barricades
- c. Debris cleanup / control, dumpster fees
- d. Demolition deemed not necessary to facilitate utility improvements

- e. Exterior / interior renovations or improvements
- f. Equipment rental
- g. Fees - miscellaneous
- h. Improvement costs completed prior to receipt of the DMD's written Formal Notice To Proceed
- i. In-kind, donated, "sweat equity" or similar no cost improvement work, services or materials
- j. Interior utility improvements (i.e. wiring, plumbing, gas lines, fixtures)
- k. Parking lot repair
- l. Parking meter rental
- m. Permits
- n. Power-washing
- o. Sales Tax
- p. Security elements
- q. Sidewalk repair (not associated with utility work)
- r. Solar panels
- s. Surveys – asbestos, lead testing
- t. Utility consumption costs

8. Design

Applicants are encouraged to locate any above ground utility obstructions out of the public right of way and out of the view of the general public.

9. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

10. Application Process

The required Residential Conversion Utility Upgrade Grant Program Application (The Application) form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click About DMD, then under the Programs section of that page click Downtown Grant Programs. The Application must be completed in its entirety and include the required additional documentation listed on page 2 of the Application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) and / construction drawings of the proposed utility upgrade plans/work.
- Description of The Project.
- Utility company(s) written review / approval / authorization of proposed Project
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of The Project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed Project work.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the utility upgrade work area.

Important Note: Application requires notary certified signature(s).

a. Application Submission

The completed required Application Form and accompanying documents must be submitted for review to the DMD at a minimum, one week prior to the next scheduled

Economic & Residential Development Review Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office or via video conference). The DMD is charged with conducting the initial review of submitted applications. To ensure The Application is reviewed in a timely manner, it is ***highly recommended that Applicants transmit the Application via email (preferred to expedite the process) and / or schedule an appointment prior to the deadline*** with the DMD Office & Project Coordinator. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office.

b. **Application Review**

Preliminary review of the Application will be performed at the time of receipt of the transmitted email or the scheduled appointment to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Review Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the project.

The Committee will make their recommendation decision and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application; approved, amended or rejected. The BOD reserves the right to postpone the decision.

11. Reimbursement Grant Agreement

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant stating the amount of approved grant funds allocated to the residential conversion utility upgrade project (The Project), the establishment of a commitment period for completion of The Project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of The Project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The Project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in The Agreement including, but not limited to, the following:

- a. Property location and project scope along with Exhibit attachments identify the specific approved Project to be undertaken;
- b. Maximum amount of the approved allowed reimbursement grant funds;
- c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
- d. Project monitoring and right of final inspection by DMD personnel;
- e. Compliance with applicable local, state, and federal laws;
- f. Promotional rights to the DMD;
- g. Maintenance requirements;
- h. Removal / alteration of The Project components within three (3) years from the date of completion of The Project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to The Project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after The Project work is completed, a Certificate of Occupancy is obtained and a final field inspection by the Program Administrator is conducted in order to verify compliance with The Project scope.

11. Reimbursement Requests

Along with written inspection approval of The Project from the DMD, The Participant will receive a Program Project Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Program Project Reimbursement Request must be submitted and received in the DMD office within thirty (30) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible Project costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Program Project Reimbursement Request Form:

- a. A completed and signed Program Project Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
- b. Proof of payment of all Project costs (copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID") must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
- c. Statements from architects, contractors and / or subcontractors acknowledging that all payments have been received;
- d. Notarized final lien waivers from all contractors and / or subcontractors, where applicable;
- e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
- f. Digital color photograph(s) are preferred that accurately reflect the completion of The Project.

Documentation submitted along with the Program Project Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for The Project work in **full**.

Allow thirty (30) days for processing of the Grant Reimbursement payment which will be

processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

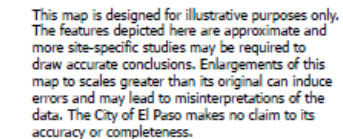
Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

12. Maintenance Requirements

By accepting grant funds, the Participant commits to properly maintain all components of The Project, keeping them clean and free of graffiti for a minimum of three (3) years at the Participant's own expense. Any damage to The Project work is to be repaired immediately by The Participant so that the property remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain any associated building appearance including the cleaning of any components at least once a year. The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of The Project work is removed within three (3) years of The Project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the DMD to promote the project and property including, but not limited to, the display of a sign at the site during and after construction indicating participation in The Program, and using photographs and descriptions of The Project and property in the DMD's printed promotional materials, press releases, and websites.



A horizontal scale bar with a black background. It has white tick marks at 0, 500, and 1,000 feet. The word "Feet" is written in white at the right end of the bar.

