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

DEPARTMENT: **Planning Research & Development**

AGENDA DATE: **Introduction 03-29-05; Public Hearing 04-12-05**

CONTACT PERSON/PHONE: **Esther Guerrero, Planning Technician III – 541-4720**

DISTRICT (S) AFFECTED: #8

SUBJECT:

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO THE CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC., TO PERMIT TEMPORARY SIDEWALK VENDING FOR PARTICIPATING MERCHANTS WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY IN DOWNTOWN EL PASO FROM APRIL 13, 2005 THROUGH JULY 3, 2005. *(SP-05003,* ***District 8****)*

BACKGROUND / DISCUSSION:

See attached information.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

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

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

DEPARTMENT HEAD: George Sarmiento

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

CITY CLERK DEPT.
05 MAR 24 AM 10: 08

GENERAL INFORMATION:

SUBJECT: Special Privilege SP-05003

The Special Privilege provides for the following:

- Three (3) locations per merchant with submittal of a plot plan demonstrating spacing compliance per location;
- Choice of two (2) vending area sizes (3' x 9' or 6' x 9'), with all vending restricted to area;
- No stacking permitted above seven (7) feet;
- Hanging will be permitted within vending area;
- Two (2) correction notices per location will be provided, followed by issuance of citations; upon issuance of third citation, City will take action to rescind location from license; Citations given will be copied to merchant, Grantee and the Department of Planning for monitoring compliance;
- Authorized Equipment: packaging or shipping cardboard prohibited; tables skirted or otherwise adorned; display racks, tables and shelving to be finished or painted; no storage permitted unless screened;
- No advertising except for displays of product cost, each measuring no more than one (1) square foot in size;
- Annual fee of $100 for 3' x 9' vending area and $200 for 6' x 9' vending area or as per prorated fee determined for these particular merchants due to the term expiring on July 3, 2005 which would be less than one year;
- Requiring five (5) feet of unobstructed sidewalk abutting any vending area for pedestrian use;
- Restricting vending areas within fifteen (15) feet of water hydrants, sanitary sewer manholes and other such structures;
- Requiring a participating merchant to sell merchandise of the type generally sold by the business;
- Prohibiting a participating merchant to rent, lease or otherwise allow the use of an authorized vending area by other non-participating individuals or for the sale of merchandise not sold by the authorized participating merchant; and
- Providing liability insurance for each participating merchant.

As standards are developed, license(s) may be amended to incorporate changes.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO THE CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC., TO PERMIT TEMPORARY SIDEWALK VENDING FOR PARTICIPATING MERCHANTS WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY IN DOWNTOWN EL PASO FROM APRIL 13, 2005 THROUGH JULY 3, 2005.

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

That the Mayor be authorized to execute a Special Privilege on behalf of the City of El Paso, hereinafter referred to as "City," upon the following terms to the CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC., hereinafter referred to as "Grantee:"

1. This Special Privilege shall be in a form that is attached and incorporated as Exhibit "A";

2. The Special Privilege is to permit Grantee the use of various City public rights-of-way within Downtown El Paso for sidewalk vending by participating merchants;

3. As consideration for this Special Privilege, Grantee shall pay the City of El Paso the sum set forth in Section 4 of Exhibit "A," subject to the terms and conditions of this ordinance; and

4. This Special Privilege shall be for a term commencing on April 13, 2005, through July 3, 2005.

PASSED AND APPROVED THIS 12th DAY OF APRIL 2005.

THE CITY OF EL PASO

_____
Joe Wardy

ATTEST:

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

_____
Matt Watson
City Attorney
Doc #10491

APPROVED AS TO CONTENT:

_____
George Sarmiento, Director
Planning, Research and Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

EXHIBIT "A"
SPECIAL PRIVILEGE

This Special Privilege made and entered into this **12th** day of **APRIL , 2005**, by and between the **CITY OF EL PASO**, a Texas municipal corporation, hereinafter referred to as the "City," and the **CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC.**, hereinafter referred to as the "Grantee."

WITNESSETH:

WHEREAS, the Grantee is requesting the use of portions of various City public rights-of-way within the Downtown Area to permit sidewalk vending for participating merchants; and

WHEREAS, the City has agreed to allow the Grantee the use of various portions of the City public rights-of-way pursuant to the following conditions,

NOW, THEREFORE, in consideration of the mutual covenants and Special Privileges hereinafter set forth, the City and the Grantee agree as follows:

1. **DESCRIPTION.** The City grants a Special Privilege to the Grantee to temporarily conduct sidewalk vending, hereinafter referred to as the "Event," on portions of the public right-of-way abutting the properties of participating merchants, all such locations to hereinafter collectively be referred to as the "Premises," as more particularly described in Exhibit "B," attached hereto and incorporated herein for all purposes.

2. **USE OF PREMISES.** The Premises shall be used by the Grantee solely for Event purposes. Each location participating in the Event, and identified within Exhibit "B," shall be permitted to conduct sidewalk sales within the "vending area." The "vending area" shall be the area immediately abutting the participating merchant's property, and measuring no more than three foot by nine foot (3' x 9') or six foot by nine foot (6' x 9') with a sales radius of three feet (3'). The vending area size may be divisible, provided that the subdivision does not exceed the maximum square footage permitted per location.

As an express condition of this Special Privilege, the following requirements shall be met:

(a) The Grantee's use of the Premises shall be solely limited to sidewalk sales of merchandise of the type generally sold by the respective merchant; provided,

however, that sales of food or beverage are hereby authorized for only those merchants whose principal business is the sale of food and beverage. Such sales of food or beverage as herein permitted shall be strictly limited to the sale of non-potentially hazardous commercially packaged food or beverage items that are bottled, canned, in a carton, or securely wrapped by a commercial food product establishment as defined by El Paso Municipal Code, Chapter 9.12; and

(b) Keep a minimum clear width of five (5) feet of unobstructed sidewalk access for pedestrian use abutting the Premises; and

(c) No equipment, tables, booths, electrical lines, or other structures shall be placed within fifteen (15) feet of any connections to sprinkler systems, water hydrants, water valves, or sanitary sewer manholes on or near the Premises; and

(d) No equipment, tables, booths, electrical lines, or other structures shall be placed in such a manner that access is obstructed to any entrance or exit of any adjacent business; and

(e) No advertising, except for displays of product cost, each sign measuring not more than one (1) square foot in size; and

(f) Each participating merchant shall be allowed a maximum of three (3) vending areas per location with each merchant submitting a plot plan demonstrating spacing compliance;

(g) Each vending area shall not exceed a three foot by nine foot (3' x 9') or six foot by nine foot (6' x 9') footprint, subject to all requirements stated herein, with all vending restricted to area;

(h) Vending area size shall be divisible provided that the subdivisions do not exceed the maximum square footage permitted per location;

(i) No stacking of merchandise shall be permitted above seven (7) feet;

(j) Hanging of merchandise shall be allowed only within the vending area; and

(k) Packaging or shipping cardboard shall be prohibited; all tables shall be skirted or otherwise adorned; display racks, tables and shelving shall be finished or painted; no storage permitted unless screened.

(l) Default Provisions.

(a) A warning notice shall be issued to a participating merchant upon an initial finding of non-compliance with any condition of a special privilege license for sidewalk merchandise vending. After the initial warning notice, a citation may be issued for any additional violations. A citation shall additionally operate as a correction notice herein. Correction notices shall be forwarded from the Director for Building Permits and Inspections, or his designee, to the Grantee, and to the Director of Planning, Research and Development within five (5) working days from the date of issuance. The Director for Building Permits and Inspections, or his designee, shall maintain a written record of all correction notices issued for each participating merchant and event location. Written correction notice(s) received from any city enforcement agency may be appealed to the Director for Building Permits and Inspections by the respective participating merchant. The appeal must be made within ten (10) working days following the date of issuance of the written correction notice(s). If appeal is either not requested or is denied, the correction notice shall become a confirmed correction notice. Upon the issuance of a third confirmed correction notice on a respective location within the Premises, the particular location shall be subject to termination. Further, each respective participating merchant may be cited by appropriate authorities for non-compliance with the provisions of this Special Privilege and shall be subject to any and all legal penalties as set forth in the El Paso Municipal Code.

(b) Upon the third confirmed correction notice for any event location, Grantee shall be mailed a letter of non-compliance from the Director for Building Permits and Inspections or his designee. Upon issuance of a third letter of non-compliance, the City may revoke the special privilege license. This provision shall be interpreted as to allow additional

remedies to the City in addition to those already provided elsewhere pursuant to the special privilege license granted or other applicable law.

(c) Grantee shall retain the right to remove any participating merchant and event location at its discretion. Grantee shall provide notice to the City of El Paso to effectuate this provision. An event location is no longer part of the special privilege license premises at the time such a request from grantee is received by the city.

Except as provided in this Special Privilege, nothing herein shall grant any real property interest to the Grantee. This Special Privilege is granted only for the term stated and nothing herein shall be construed to vest any continuing right in the Grantee.

3. **TERM.** Grantee shall be permitted to use the Premises commencing on Wednesday, April 13, 2005 through Sunday, July 3, 2005, between the hours of 8:00 a.m. to 6:00 p.m. each day. The premises shall remain clear of all vending area items from 6:00 p.m. each day to 8:00 a.m. each day.

The Premises shall be completely vacated and all Events related structures, equipment, and other items should be removed from the Premises no later than 6:00 p.m. on Sunday, July 3, 2005.

4. **CONSIDERATION.** As consideration for the use of the Premises, the Grantee shall pay the City the prorated amount of Twenty and 55/100 Dollars ($22.47) for a vending area defined as three feet by nine feet (3' x 9'), for a total amount of Two Hundred Forty Seven and 17/100 Dollars ($247.17) which shall be due prior to the execution of this Special Privilege. Payment(s) shall be in the form of a cashier's check payable to "The City of El Paso" and delivered to the Office of the City Comptroller. If the El Paso City Council disapproves the Special Privilege, the Office of the City Comptroller shall make a full refund of payment(s) within fifteen (15) days following the date of denial. Any consideration paid shall not be refunded and any remaining balance shall be due and payable, not excluding other remedies under law, if this Special Privilege is terminated or canceled as a result of default with any requirement listed herein.

5. **COSTS.** This Special Privilege is granted on the condition that the Grantee pay for all costs associated with the Event.

6. **LEGAL RELATIONSHIP.** The Grantee assumes full responsibility for the planning, coordination, management and production of the Event. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and the Grantee, and the Grantee shall not be deemed to be an independent contractor. The City shall not be subject to any obligations or liabilities of the Grantee in the setup, operation, production, or take down of the Event. The City shall in no way construe the grant of this Special Privilege as co-sponsorship of the Event. Grantee shall ensure strict compliance by participating merchants of all requirements of this Special Privilege and shall provide for the routine enforcement of the Event.

7. **REPAIRS.** Grantee shall keep the Premises in good condition and repair and in a clean, orderly and attractive condition during the term of this Special Privilege. Grantee shall be responsible for all maintenance of the Premises and shall repair any damage to the Premises due to the operation of the Event, at the sole expense of the Grantee.

8. **IMPROPER USE.** This Special Privilege shall not permit or be construed to permit any other private use of the City's right-of-way that impairs its function as a right-of-way. Grantee shall not construct any additional improvements, or make any additions or alterations on or over the City right-of-way, without the prior written consent of the El Paso City Council.

9. **INDEMNITY.** As a condition of the Special Privilege, Grantee shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with Grantee's use of the public right-of-way, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the City.

10. **TERMINATION.**

(a) Without regard to any remedies located elsewhere in this special privilege, a violation by Grantee, or any participating merchant operating under Grantee, of any of the requirements specified in this Special Privilege or any violations of

the code not specified in this Special Privilege shall be grounds for termination of the Special Privilege, even if no non-compliance letter has been sent. Termination of the Special Privilege is in addition to any other legal remedies available to the City, including, but not limited to those specified under Chapter 1.08; and

(b) A respective location authorized under this Special Privilege which upon third citation is issued by City enforcement agency shall be subject to termination of their rights granted under this Special Privilege for the duration of the remaining term of this Special Privilege.

(c) Permission for vending areas located on El Paso Street from the US/Mexican Border to Paisano Avenue (US 85) and Stanton Street from Paisano Avenue to the US/Mexican Border (US 62) is subject to Texas Department of Transportation's ("TxDOT") continued waiver of Paragraph Seven of General Conditions of the Municipal Maintenance Agreement between TxDOT and the City of El Paso regarding encroachment of vending areas on the aforementioned rights of way as stated in a letter from TxDOT dated June 27, 2002, attached as Exhibit "C". **Upon notification from TxDOT to the City that they will no longer waive Paragraph Seven of the Municipal Maintenance Agreement and require the enforcement of removal of encroachment on state or federally designated right of way, the rights granted under this Special Privilege shall be terminated immediately. Upon written notification from a representative of the City of El Paso, the Grantee shall remove all encroachments immediately without any claim of compensation or reimbursement of fees, costs incurred or other damage, whether economic or non-economic.**

11. **INSURANCE.** Grantee shall provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per person, and Five Hundred Thousand and No/100 Dollars ($500,000.00) for two (2) or more persons in any one accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100 Dollars ($100,000.00) for property

damage growing out of any one accident or other cause. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall maintain said insurance with a solvent insurance company authorized to do business in the State of Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantee, its officers, agents, servants or employees. All policies shall be in a form acceptable to the City and shall name the City of El Paso, its officers, agents, servants and employees as additional insureds. The Grantee shall file a copy of the policy or a certificate of insurance with the City Planning, Research and Development and Inspections Department, the City Clerk, and the City Attorney of the City of El Paso.

Prior to the execution of this Special Privilege by the City Council, the Grantee shall deliver to the City the required certificate of insurance. The policy shall provide that it may not be canceled or the amount of coverage reduced without ten (10) days written notice to the City. Failure to keep the policy in full force and effect throughout the term of the Special Privilege shall be grounds for cancellation of this Special Privilege.

12. **FORCE MAJEURE.** The Grantee understands and agrees that in the event of public necessity, acts of God, or other circumstances beyond the control of the City, it becomes necessary for the City to cancel this Special Privilege, the City may do so without liability of any type to the Grantee and the Grantee forever releases the City from any and all claims whatsoever occasioned by cancellation pursuant to this paragraph.

13. **CANCELLATION.** Should the City at any time or for any reason decide that the public right-of-way onto which the Event is encroaching is needed for a public use or facility, or due to a real or perceived threat to public safety or a violation of any provision listed herein, the City may upon ten (10) days written notice, cancel this Special Privilege at no cost to the City and may take possession of the public right-of-way. All rights of Grantee in the Premises shall then be terminated. Grantee may cancel this Special Privilege, for any reason, upon ten (10) days prior written notice to the City, and all rights of Grantee shall then be terminated.

14. **LIENS AND ENCUMBRANCES.** The Grantee hereby agrees to defend and indemnify and hold harmless the City against any liability and loss of any type arising

from any lien or encumbrance on the Premises, arising from the Grantee's use of the Premises, unless such lien or encumbrance arises from acts or omission of the City.

15. **NON-ASSIGNABILITY.** The rights of the Grantee and the City under this Special Privilege are not assignable. Neither Grantee nor any participating merchant shall be authorized to lease, rent, or otherwise allow the use of any portion of the Premises by any non-participating merchant or for the sale of merchandise not principally sold by a participating merchant.

16. **MISCELLANEOUS.**

A. **Law and Ordinances.** The Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's use or occupancy of the Premises.

B. **Notices.** All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City of El Paso
Attn: Mayor
#2 Civic Center Plaza
El Paso, Texas 79901-1196

with copy to:

City of El Paso
Attn: City Clerk
#2 Civic Center Plaza
El Paso, Texas 79901-1196

and:

CENTRAL BUSINESS ASSOCIATION
OF EL PASO, INC.
Attn: Alonso Flores
201 E. Main Street, Suite 1710
El Paso, Texas 79901

or to such other addresses as the parties may designate to each other in writing from time to time.

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

D. **Severability.** Every provision of this Special Privilege is intended to be severable. If any term or provision hereof is illegal or invalid for any reason

whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Special Privilege.

E. **Law Governing.** The laws of the State of Texas shall govern the validity, performances and enforcement of this Special Privilege.

F. **Venue.** This Special Privilege shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it exclusive venue shall be in El Paso County, Texas.

17. **BINDING SPECIAL PRIVILEGE.** The individual signing this Special Privilege acknowledges that he or she is authorized to do so, that said individual further warrants that he or she is authorized to commit and bind Grantee to the terms and conditions of the Special Privilege, and that Grantee is a duly authorized and existing corporation that is authorized to do business in the State of Texas. Upon the City's request, Grantee shall provide evidence satisfactory to the City confirming these representations.

18. **RESTRICTIONS AND RESERVATIONS.** This Special Privilege is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the term of this Special Privilege, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the Premises, Grantee shall have the right to terminate this Special Privilege upon giving the City prior written notice of its intention to do so.

WITNESS the following signatures and seals:

THE CITY OF EL PASO:

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

(***Signatures continue on following page)***

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Matt Watson
Assistant City Attorney
Doc #10491

George Sarmiento, Director
Planning, Research and Development

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2005.

GRANTEE: CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC.

By:_____

_____
(Printed name/title)

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2005, by _____ as _____, on behalf of **CENTRAL BUSINESS ASSOCIATION OF EL PASO, INC.**, as Grantee.

My Commission Expires:

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 18th day of February, 2005.

PARTICIPATING MERCHANT:

By: Kisook Kim

Title: Owner

Location: 414 S. EL PASO ST.

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF El PASO)

This instrument was acknowledged before me on the 18th day of February, 2005, by Ki Sock Kim, on behalf of CHICA KIDS, as a Participating Merchant.

Notary Public, State of Texas

Notary's printed or typed name:

HENRY A. ESQUEVAZ

My Commission expires:

July 12, 2005

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 12TH day of NOVEMBER, 2004.

PARTICIPATING MERCHANT:

By: _____

Title: OWNER

Location: 701 S. STANTON ST.
EL PASO, TX 79901

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 12TH day of NOVEMBER, 2004, by GABINO TAVERA JR., on behalf of EL BODEGON, as a Participating Merchant.

RUBEN TAVERA
Notary Public, State of Texas
My Commission Expires
9-24-2005

Notary Public, State of Texas

Notary's printed or typed name:
RUBEN TAVERA

My Commission expires:

9-24-2005

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 7th day of JANUARY, 2005.

PARTICIPATING MERCHANT:

By: Mohamed El Reda

Title: OWNER

Location: 219 E. SAN ANTONIO

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 7th day of JANUARY, 2005, by MOHAMED EL REDA on behalf of EL UNICO, as a Participating Merchant.

M Parra

Notary Public, State of Texas

Notary's printed or typed name:

M PARRA

My Commission expires:

11/17/06

M. PARRA
Notary Public, State of Texas
My Commission Expires
November 17, 2006

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 5th day of JANUARY, 2005.

PARTICIPATING MERCHANT:

By: Dino J Park

Title: OWNER

Location: 609 S. Stanton

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 5th day of JANUARY, 2005, by DINO J. PARK on behalf of UNICA Moda, as a Participating Merchant.

M Parra
Notary Public, State of Texas

Notary's printed or typed name:

M PARRA

My Commission expires:

11/17/06

M. PARRA
Notary Public, State of Texas
My Commission Expires
November 17, 2006

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 18th day of February, 2005.

PARTICIPATING MERCHANT:

By: [signature]

Title: Owner

Location: 702 S. EL PASO ST.

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF El PASO)

This instrument was acknowledged before me on the 18th day of February, 2005 by KATHY JU on behalf of DYANA'S FASHION, as a Participating Merchant

[signature]
Notary Public, State of Texas

Notary's printed or typed name:

HENRY A. ESQUIVEL

My Commission expires:

July 12, 2005

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 24 day of JANUARY, 2005.

PARTICIPATING MERCHANT:

By: Irene E. Muñoz

Title: OWNER

Location: 218-A E. SAN ANTONIO

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 24 day of JANUARY, 2005, by IRENE E. MUÑOZ, on behalf of LA COMERCIAL, as a Participating Merchant.

Notary Public, State of Texas

Notary's printed or typed name: Jose Muñoz

My Commission expires:

My commission expires
April 23, 2005

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 25 day of JANUARY, 2005.

PARTICIPATING MERCHANT:

By: X Maryann Yanez

Title: MANAGER

Location: 206 S. EL PASO ST.

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF El PASO)

This instrument was acknowledged before me on the 25 day of JANUARY, 2005, by MARYANN YANEZ on behalf of ALI SHOES, as a Participating Merchant.

Notary Public, State of Texas

Notary's printed or typed name:

RITA RAMOS

My Commission expires:

04-26-05

NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRATION

ACCEPTANCE

The above instrument, with all conditions thereof, has been fully explained by Grantee and is hereby accepted this 11th day of February, 2005.

PARTICIPATING MERCHANT:

By: _____

Title: OWNER

Location: 108 FR. MAHM

ACKNOWLEGMENT

STATE OF TEXAS)
)
COUNTY OF El PASO)

This instrument was acknowledged before me on the 11th day of February, 2005, by JOHN FARRA, on behalf of MAYA FASHION, as a Participating Merchant.

M. Parra
Notary Public, State of Texas

M. PARRA
Notary Public, State of Texas
My Commission Expires
November 17, 2006

Notary's printed or typed name:

M. PARRA

My Commission expires:

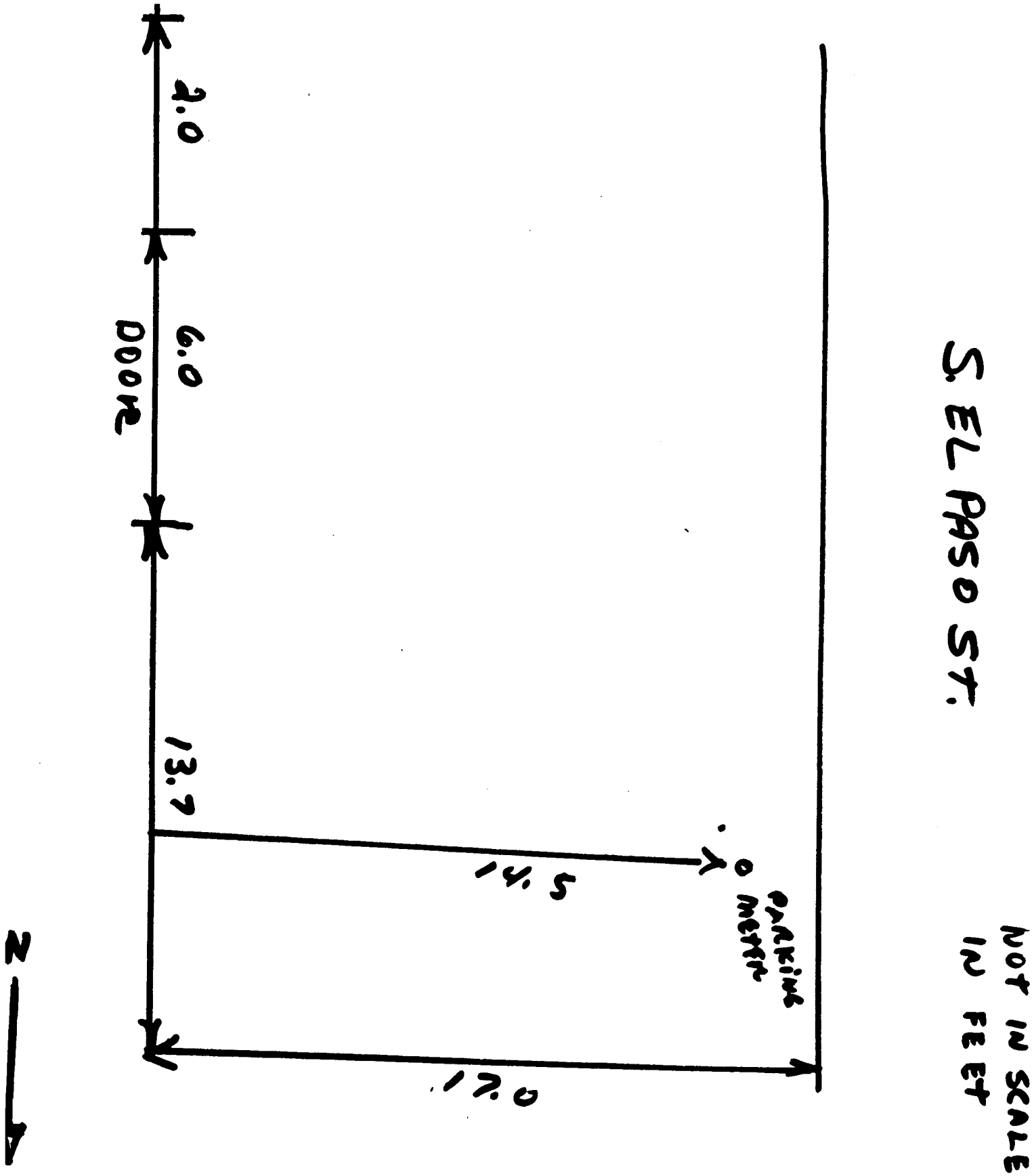
11/17/06

EXHIBIT "B"

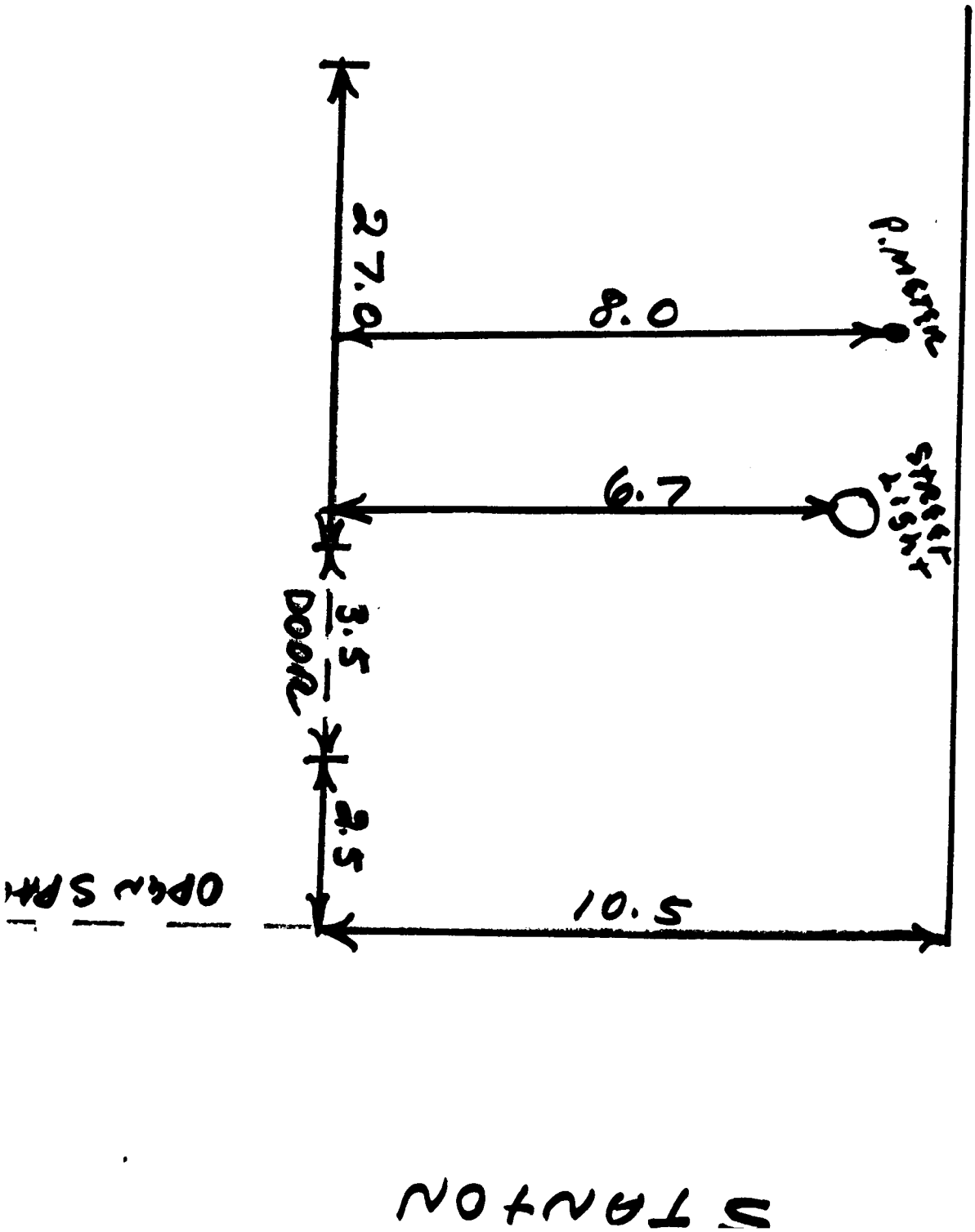
SIDEWALK SALES FEBRUARY TO JULY 2005

No.	Address	Spaces	Business	Operator	Fees
1A	414 S. El Paso St.	1	Chica Kids	Kisook Kim	
2A	701S.Stanton / F.Rahm	1	El Bodegon	Ruben Tavera	
3A	219 E. San Antonio	2	El Unico	Mohamed El Reda	
4A	609 S. Stanton	2	Unica Moda	Dino J. Park	
5A	702 S. El Paso St	1	Dyana's Fashion	Kathy Ju	
6A	218-A E. San Antonio	1	La Comercial	Irene Munoz	
7A	206 S. El Paso St.	1	Ali Shoes	Maryann Yanez	
8A	108 Father Rahm	2	Maya Fashion	John Farah	
	Total	11		Total	

CHICA KIDS
4114 S. EL PASO ST.



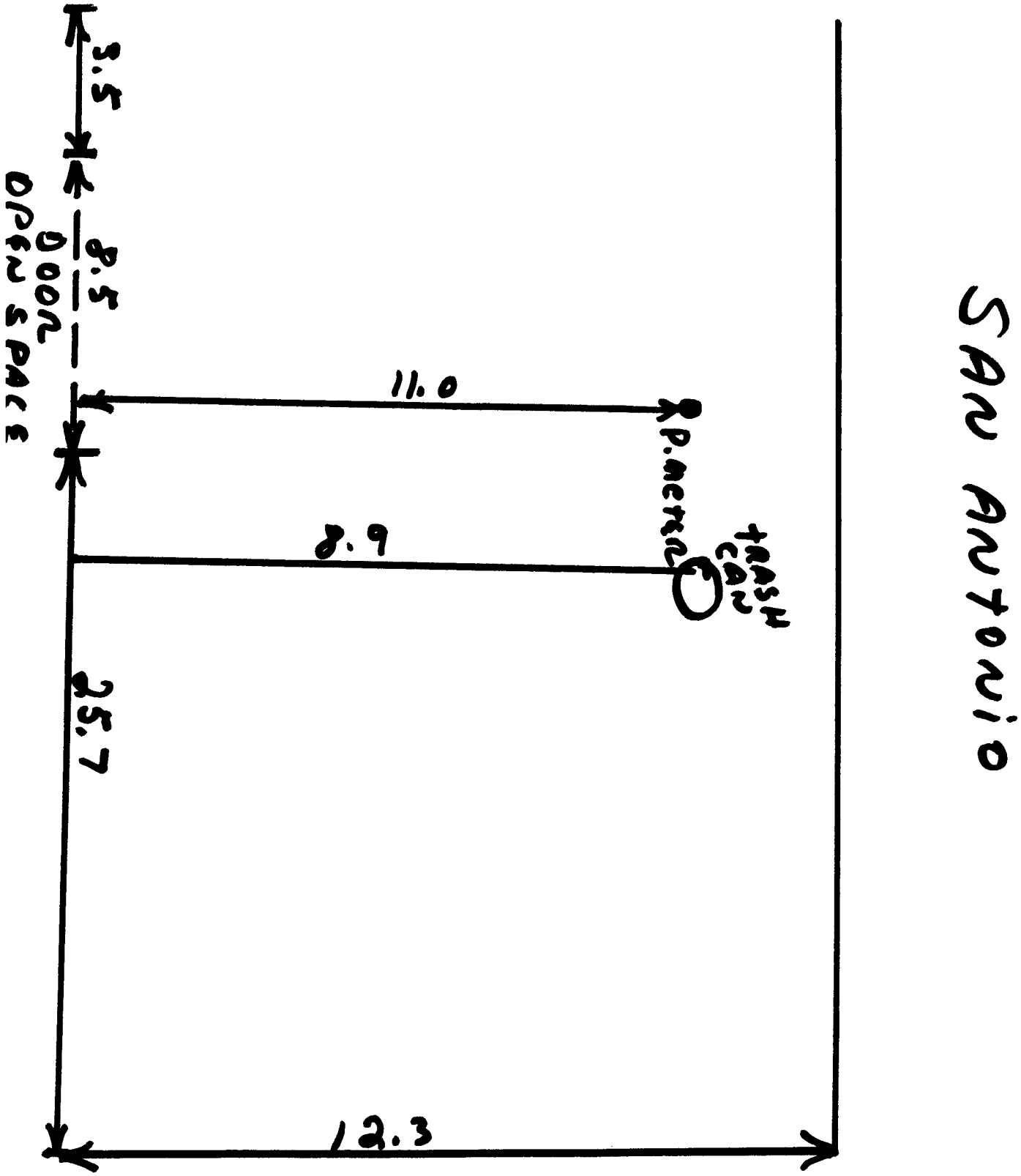
EL BODEGON
701 STANTON CORNER
WITH FATHER RAHM



FR. RAHM

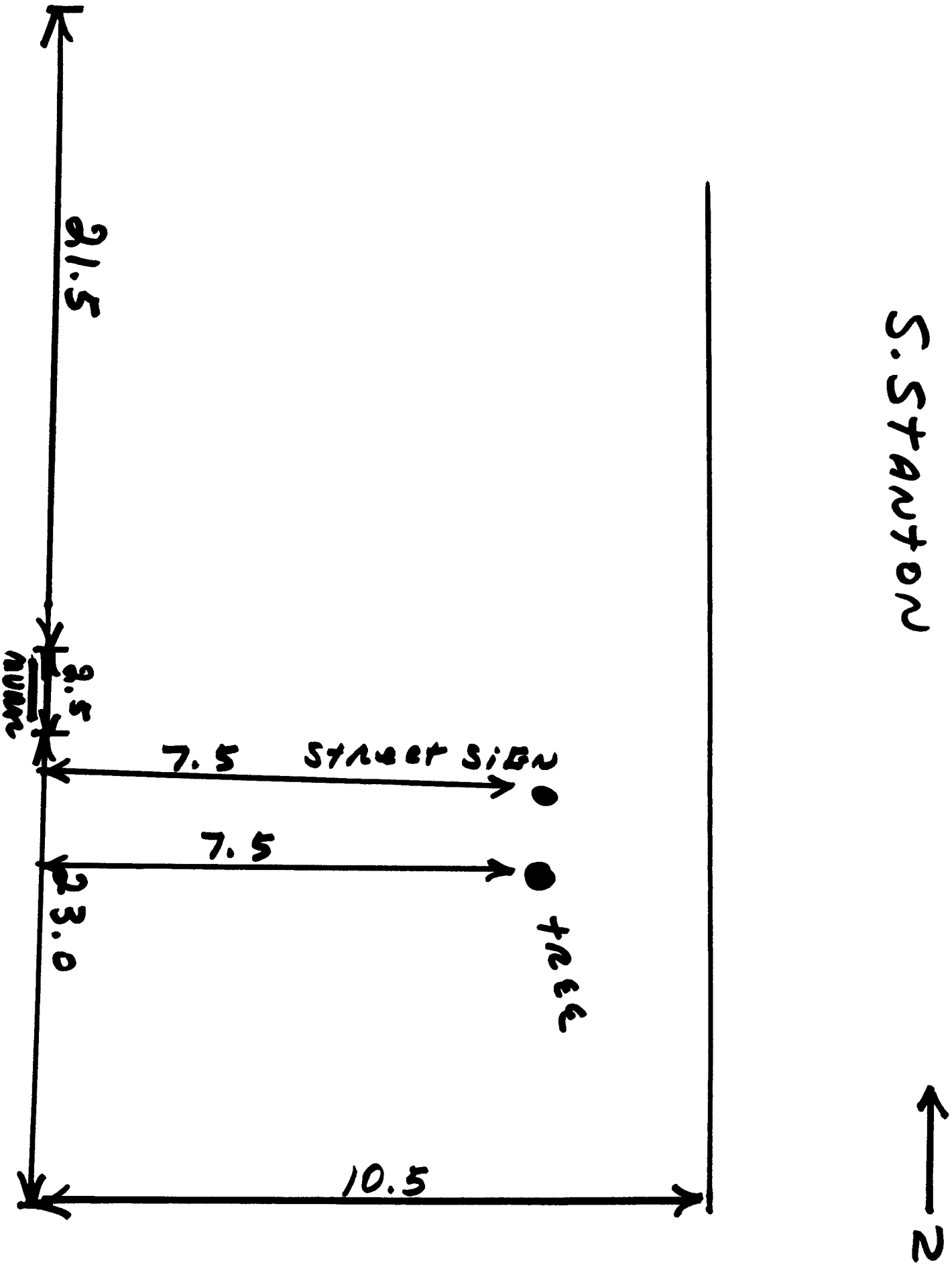
NOT IN SCALE
IN FEET

EL UNICO
219 E. SAN ANTONIO

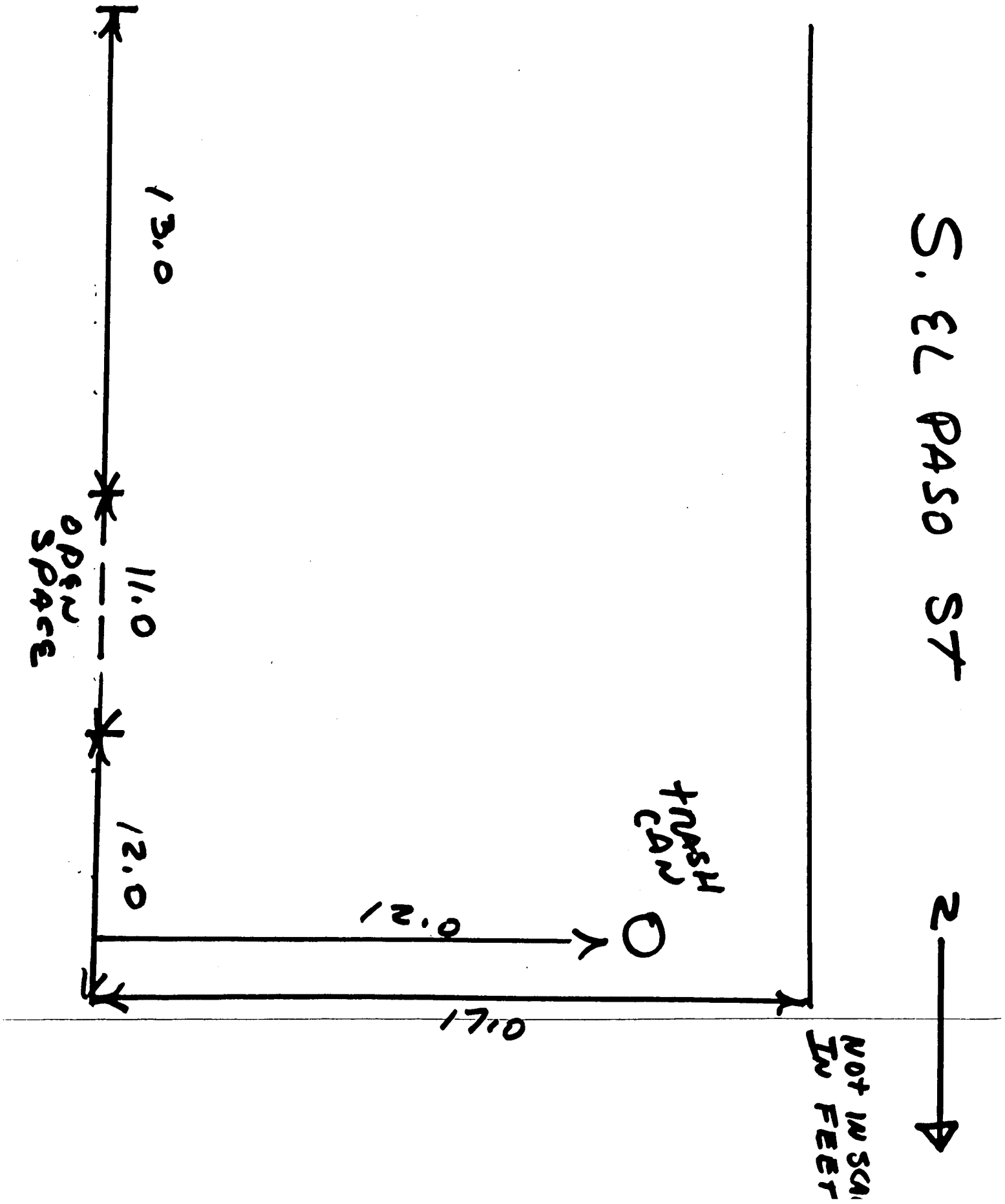


N

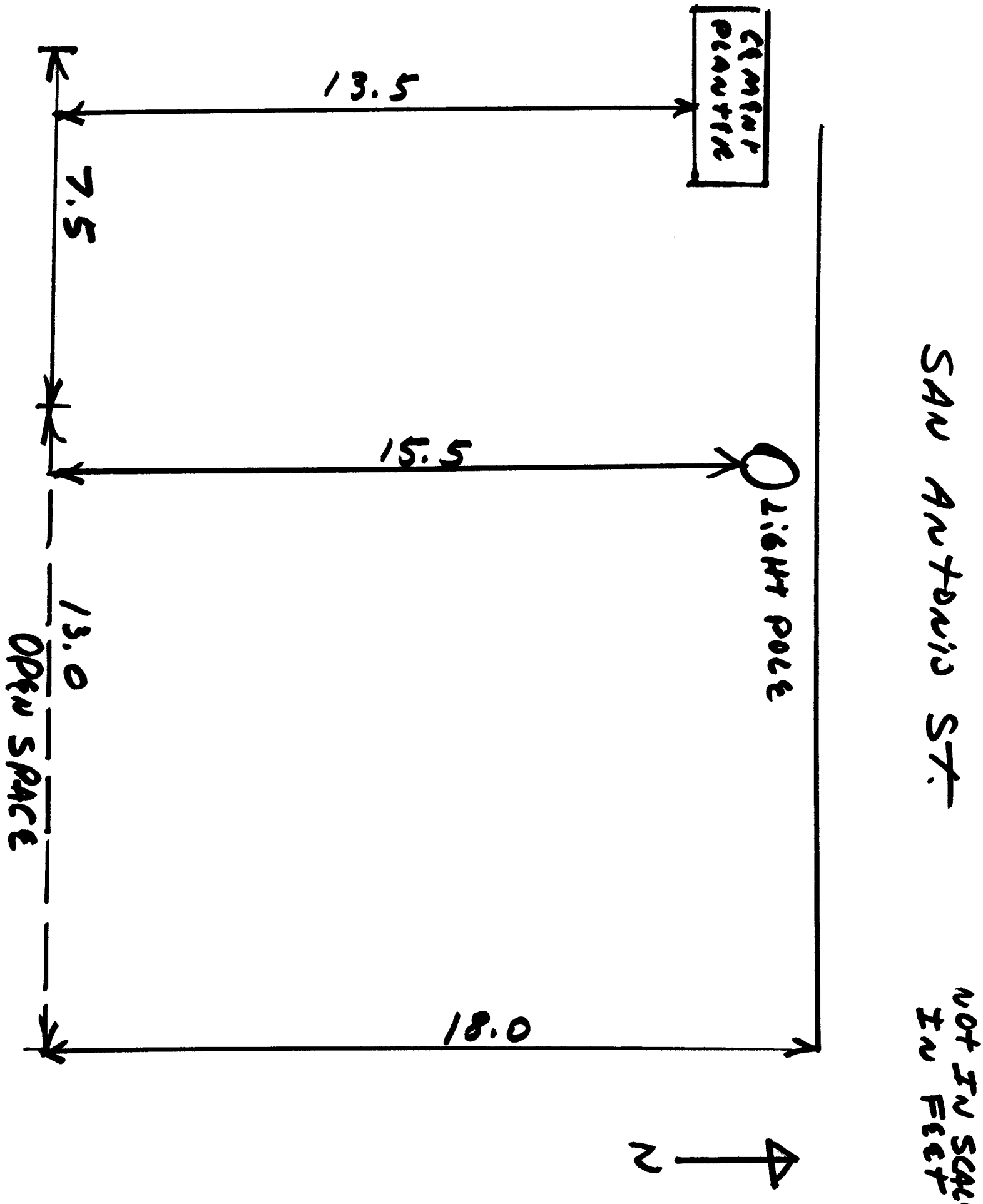
UNICA MODA
609 S. STANTON



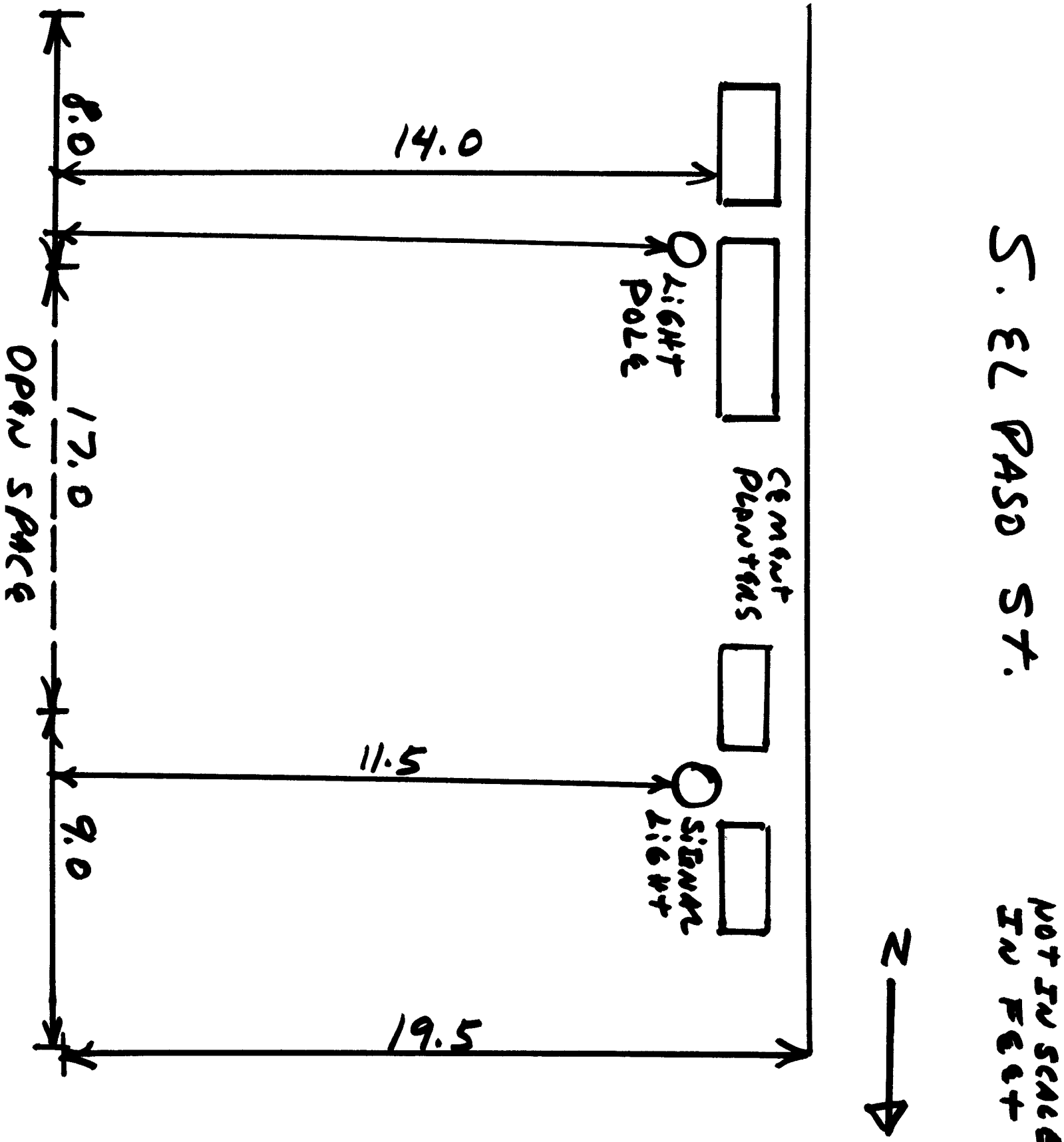
DYANA'S FASHION
702 S. EL PASO ST.



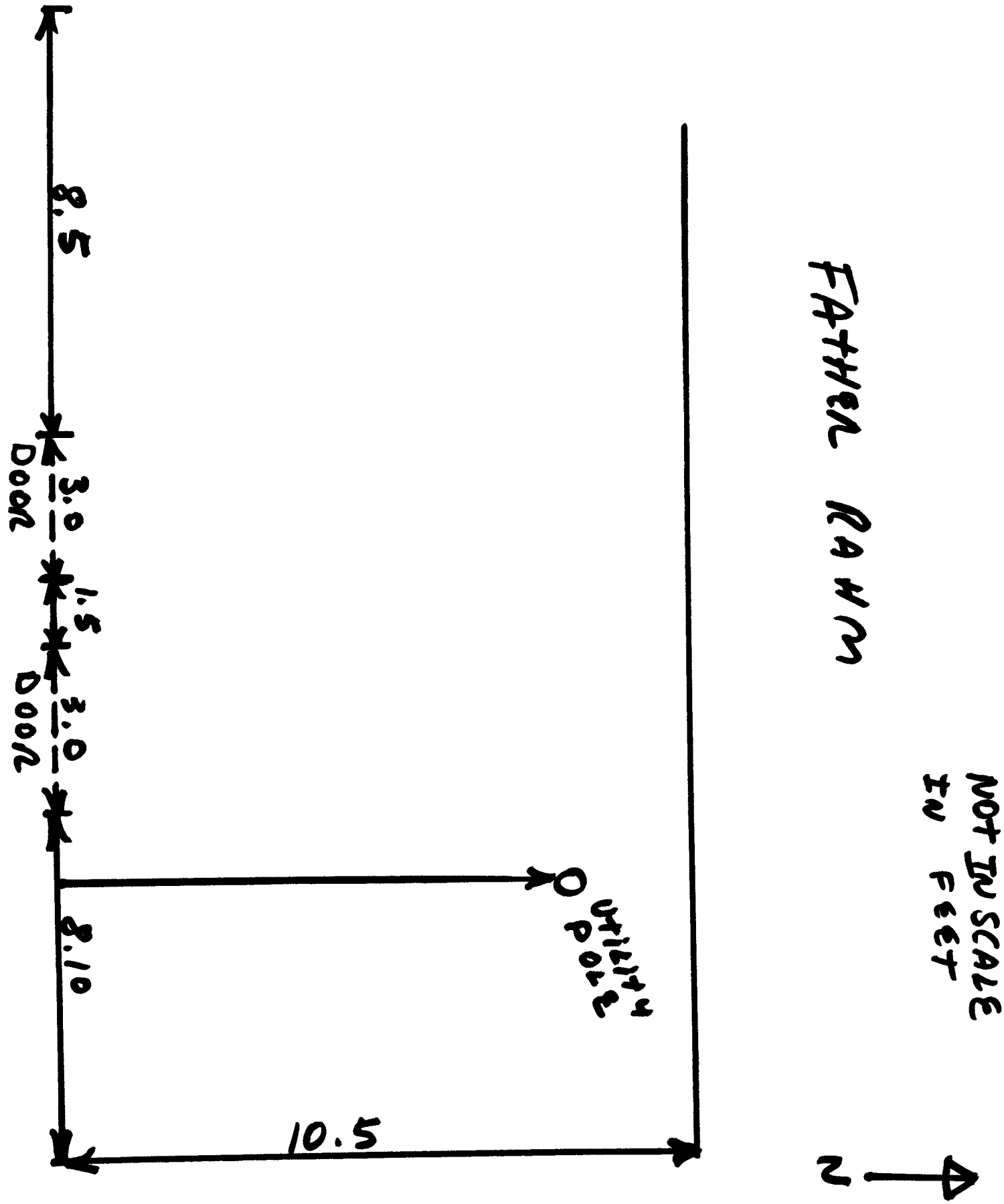
LA COMERCIAL
218-A E. SAN ANTONIO



ALI SHOES
206 S. EL PASO ST.



MAYA FASHION
108 FATHER RAHM



SUPPLEMENTAL INFORMATION PAGE
ATTACH TO ACORD 126-S (1/97)

DATE (MM/DD/YY) 6/10/2004

PRODUCER PHONE (A/C, No, Ext) (915) 544-3111

Rogers & Belding Insurance Agency, Inc.
2505 East Missouri

El Paso TX 79903

APPLICANT (First Named Insured) PHONE (A/C, No, Ext)

El Paso Central
Business Association
201 E. Main, Suite 1710

El Paso TX 79901

CODE: SUB CODE:

AGENCY CUSTOMER ID

EFFECTIVE DATE	EXPIRATION DATE	CO/PLAN
7/4/2004	7/4/2005	Burlington Ins Co

POLICY NUMBER:

ACCOUNT NUMBER:

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the Business Auto Section, ACORD 127)

PRODUCTS & COMPLETED OPERATION/INCLUDED
IFGI0002 IFGI0101 IL0003 IL0017 BGI015 IFGI0402 IL0021 NTP1TX IFGG0002DL IFGG0003 IFGG0036 BGG009 BGG039 BGG064 BGG066 BGG139 BGG173 BGG370 CG0001 CG2002 CG2147 CG2149 IFGI0406

Operations - Merchants Association

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CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)	YES	NO
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?		X	4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?		X
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?		X	5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?		X
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?		X	6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?		X

REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED | $ PAID TO SUB-CONTRACTORS: | % OF WORK SUBCONTRACTED: | # FULL-TIME STAFF: | # PART-TIME STAFF:

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?		X	6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?		X
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?		X	7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		X
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		X	8. PRODUCTS UNDER LABEL OF OTHERS?		X
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?		X	9. VENDORS COVERAGE REQUIRED?		X
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		X	10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?		X

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	X	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
X ADDITIONAL INSURED		CITY OF EL PASO				LOCATION: 1 BUILDING: 1
LOSS PAYEE						VEHICLE: BOAT:
MORTGAGEE		#2 CIVIC CENTER PLAZA-8TH FLR				SCHEDULED ITEM NUMBER:
LIENHOLDER						OTHER
EMPLOYEE AS LESSOR		EL PASO, TX 79901				

ITEM DESCRIPTION: 201 E. Main, Ste 1710

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?		X	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		X
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		X	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?		X
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		X	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?		X
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?		X	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		X
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		X	16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?		X
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?		X	17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?		X
7. ANY PARKING FACILITIES OWNED/RENTED?		X	18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?		X
8. IS A FEE CHARGED FOR PARKING?		X	19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?		X
9. RECREATION FACILITIES PROVIDED?		X	20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?		X
10. IS THERE A SWIMMING POOL ON THE PREMISES?		X			
11. SPORTING OR SOCIAL EVENTS SPONSORED?		X			

REMARKS

PRIOR CARRIER INFORMATION

LINE	CATEGORY																						
COMMERCIAL GENERAL LIABILITY	CARRIER	Burlington Ins Co				Burlington Ins Co				American Empire Surp				Monticello									
	POLICY NUMBER	521B000558				521B000558				2GL69674				MCK306509									
	POLICY TYPE		CLAIMS MADE	X	OCCURRENCE		CLAIMS MADE	X	OCCURRENCE		CLAIMS MADE	X	OCCURRENCE		CLAIMS MADE	X	OCCURRENCE		CLAIMS MADE		OCCURRENCE		
	RETRO DATE																						
	EFF-EXP DATE	7/4/2003 7/4/2004				1/9/2003 7/7/2003				1/9/2002 1/9/2003				1/9/2001 1/9/2002									
	LIMITS: GENERAL AGGREGATE	1,000,000				1,000,000				1,000,000				1,000,000									
	LIMITS: PRODUCTS COMP OP AGGREGATE									100,000				1,000,000									
	LIMITS: PERSONAL & ADV INJ	1,000,000				1,000,000				1,000,000				1,000,000									
	LIMITS: EACH OCCURRENCE	1,000,000				1,000,000				1,000,000				1,000,000									
	LIMITS: FIRE DAMAGE	100,000				100,000				50,000				100,000									
	LIMITS: MEDICAL EXPENSE	5,000				5,000				1,000				50,000									
	LIMITS: BODILY INJURY OCCURRENCE																						
	LIMITS: BODILY INJURY AGGREGATE																						
	LIMITS: PROPERTY DAMAGE OCCURRENCE																						
	LIMITS: PROPERTY DAMAGE AGGREGATE																						
	LIMITS: COMBINED SINGLE LIMIT																						
	MODIFICATION FACTOR																						
	TOTAL PREMIUM	750.00				500.00				750.00				725.00									
AUTOMOBILE LIABILITY	CARRIER																						
	POLICY NUMBER																						
	POLICY TYPE																						
	EFF-EXP DATE																						
	COMBINED SINGLE LIMIT																						
	BODILY INJURY EA PERSON																						
	BODILY INJURY EA ACCIDENT																						
	PROPERTY DAMAGE																						
	MODIFICATION FACTOR																						
	TOTAL PREMIUM																						
PROPERTY	CARRIER																						
	POLICY NUMBER																						
	POLICY TYPE																						
	EFF-EXP DATE																						
	BUILDING AMT																						
	PERS PROP AMT																						
	MODIFICATION FACTOR																						
	TOTAL PREMIUM																						
	CARRIER																						
	POLICY NUMBER																						
	POLICY TYPE																						
	EFF-EXP DATE																						
	LIMIT																						
	MODIFICATION FACTOR																						
	TOTAL PREMIUM																						

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY) | X | CHK HERE IF NONE | | SEE ATTACHED LOSS SUMMARY

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
						OPEN / CLOSED
						OPEN / CLOSED

REMARKS *NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY*

NOTICE OF INSURANCE INFORMATION PRACTICES

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.