

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

**AGENDA DATE:** August, 31, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Klarissa Mijares, (915) 212-1544

**DISTRICT(S) AFFECTED:** District 8

**STRATEGIC GOAL:** #4 Enhance El Paso's quality of life through recreational, cultural and educational environments

**SUBGOAL:** 4.2 Create innovative recreational, educational and cultural programs

**SUBJECT:**

That the closure of rights-of-way within the City of El Paso for the Sun City CRIT El Paso from 5:00 a.m. Saturday, September 11, 2021, to 5:00 a.m. on Sunday, September 12, 2021, , serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV21-00031)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** Sun City CRIT El Paso  
**PERMIT CASE NUMBER:** CSEV21-00031  
**EVENT DATE/HOURS:** Saturday, September 11, 2021 at 12:00 p.m. to 11:59 p.m.  
**TRAFFIC CONTROL:** 5:00 a.m. Saturday, September 11, 2021 to 5:00 a.m. on Sunday, September 12, 2021  
**STATE ROW IN USE:** Mesa St. (SH20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.  
**APPLICANT:** Destination El Paso

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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

**DEPARTMENT HEAD:**

*Philip Etiwe*

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## RESOLUTION

**WHEREAS, Sun City CRIT El Paso** (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **Sun City CRIT El Paso from 5:00 a.m. Saturday, September 11, 2021, to 5:00 a.m. on Sunday, September 12, 2021,** (hereinafter referred to as the “Event”); and

**WHEREAS,** The Event will utilize both City and State rights-of-way: and

**WHEREAS,** The City of El Paso (hereinafter referred to as the “City”) has found the Event serves a public purpose; and

**WHEREAS,** The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including **Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.** within El Paso, Texas; and

**WHEREAS,** 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

**WHEREAS,** the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Sun City CRIT El Paso from 5:00 a.m. Saturday, September 11, 2021, to 5:00 a.m. on Sunday, September 12, 2021,**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

*(Signatures Being on Following Page)*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

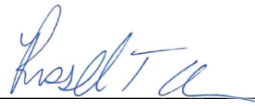
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

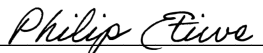
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine,  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO   §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

**W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St., in El Paso, County; and

**WHEREAS**, the local government has requested the temporary closure of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St., for the purpose of allowing the Sun City CRIT El Paso, from 5:00 a.m. on Saturday, September 11, 2021, to 5:00 a.m. on Sunday, September 12, 2021, as described in the attached “Exhibit A”, hereinafter identified as the “Event;” and

**WHEREAS**, the Event will be located within the local government’s incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

**WHEREAS**, on the 31<sup>st</sup> day of August, 2021, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

## **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

## **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

**B.** The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic

enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

**Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State’s right of way, the local government and/or its contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<b>Local Government:</b>	<b>State:</b>
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 <sup>nd</sup> Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Robert Bielek, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.


**THE CITY OF EL PASO**

Executed on behalf of the local government by:

\_\_\_\_\_  
Tomás González  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

**THE STATE OF TEXAS**

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

By \_\_\_\_\_  
Robert Bielek, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_





# City of El Paso Special Event Permit Special Event



Permit No: **CSEV21-00031**  
Event Name: **SUN CITY CRIT EL PASO**  
Issued: **8/19/2021**  
Expires: **9/12/2021**

### Applicant

#### DESTINATION EL PASO

MAURO MONSISVAIS  
1 CIVIC CENTER PLAZA  
EL PASO, TX 79901

**Description:** Main to Stanton; Stanton South San Antonio, San Antonio to Oregon, Oregon to Main. Closure on Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.. **EPPD:** The El Paso Department has no objections with this event. Police the event with 14 officers and 10 vehicles. This number includes staffing all intersections that border the route, 2 for the Beer Garden and 2 Rover/Relief. **EPFD:** Site plan to acknowledge 12ft gap for fire apparatus, clearance of fire hydrants as sent in BRANDI map, and 70ft max canopy with 10ft fire break. **PARKS:** Site visit needed prior to date of event. 10 -12 Additional trash barrels needed within park grounds. Trash barrels provided by Streets & Parks Maintenance personnel. Consumption of Alcohol on park grounds prohibited. City Ordinance 13.24.130. Glass beverage containers prohibited on park grounds. City Ordinance 13.24.190. Permit required for sale of goods. City Ordinance 13.24.010/13.24.020. **STREETCAR:** Approved with the condition that any barricades/traffic control devices on Franklin, Oregon, Stanton and Kansas maintain a distance of at least 10 feet away from the centerline of the track and 10 feet away from any other streetcar infrastructure, including OCS poles and appurtenances. If any of the traffic control devices are within 10 feet of streetcar infrastructure, a track access permit may be required. Please refer to the following link for more information on obtaining a track access permit. Exhibit C Operational Right-of-Way/Dynamic Safety Envelope can also be found at <https://sunmetro.net/streetcar/track-access/>.

Event Type: Bike Race      Park Use: Yes      Amplification: Yes  
Participants/Attendees: 2,000      Event Staff/Volunteers: 500  
Vehicles: 0      Animals: No      Other:

#### EVENT

Start Date: 09/11/2021  
Start Time: 12:00  
End Date: 09/11/2021  
End Time: 22:00

#### TRAFFIC CONTROL

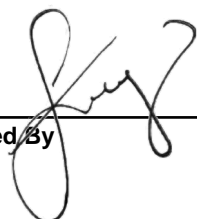
Start Date: 09/11/2021  
Start Time: 06:00  
End Date: 09/11/2021  
Start Date: 23:59

#### \*\* NOTICE \*\*

Permittee shall comply with all applicable City, State and Federal rules and/or regulations in conjunction with the event, including, but not limited to, park, noise and alcohol. Permitte acknowledges all information presented and contained herein is factually accurate. Permitte understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

**THE CONTACT PERSON FOR THE EVENT SHALL CARRY THE PERMIT DURING THE EVENT.**

Given under my hand and The City of El Paso Seal on this date:

Issued By 

**ISSUED TO DMD**  
Applicants Signature

## Temporary Events and Special Event

All temporary events and special events requests shall comply with the following as conditions of the permit:

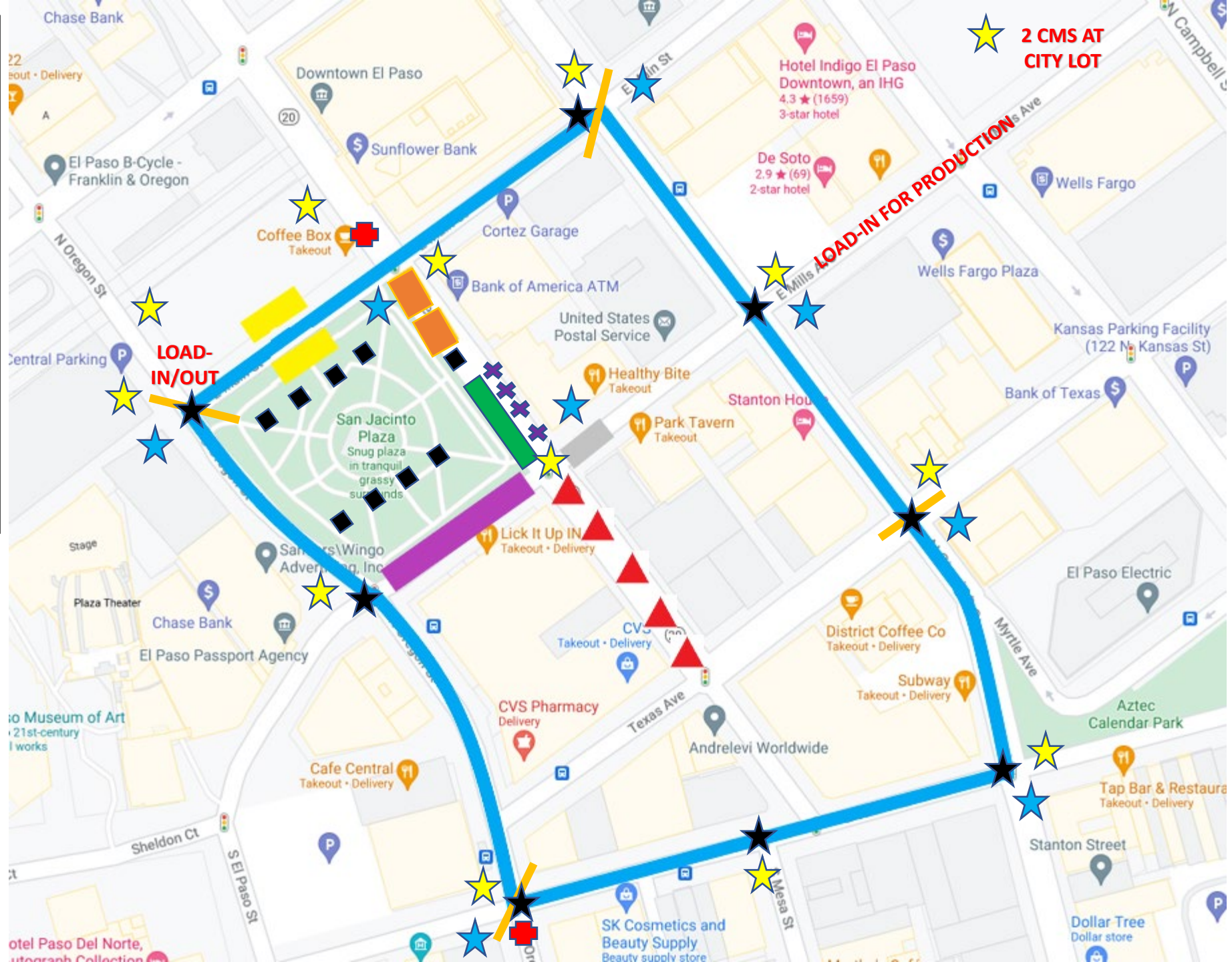
1. Permittee(s) shall comply with all provisions of Section 15.08.120 L (Special Events - Temporary Street Closures) or Section 13.36 (Temporary Events) - of the El Paso City Code.
2. Permittee(s) shall ensure all traffic control mechanisms, signs, and devices are installed as shown in the approved Traffic Control Plan, incorporated herein and attached hereto as Exhibit "D" for the duration of the street closure. Failure to install or maintain traffic control mechanisms, signs and devices may result in a fine as per Section 12.30.160 (Traffic Control Devices - Violation) of the El Paso City Code.
3. Permittee(s) for special privilege requests shall maintain liability insurance in the following minimum amounts for the during the event
  - a. \$1,000,000 per occurrence for injury, death or property damage per occurrence
  - b. \$1,000,000 general aggregate limit
  - c. Said insurance policy shall be issued by an insurance company authorized to do business in the state of Texas and shall provide in substance 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 the Permittee, its agents, servants or employees.
  - d. Said insurance policy shall name the Permittee(s) and the City as insured to the full amount of the policy limits.
4. A for-use increased fire occupancy permit will be required for the event. Fire Marshall Guards may be required for the event. Permittee(s) will be responsible for any applicable fees related to Fire Occupancy and Fire Marshall Guard requirements prior to the issuance of this permit.
5. Fire apparatus access roads shall have an unobstructed (including off-street parking) width of no less than 20 feet. Fire hydrants, fire department inlet connections, and fire department control valves shall not be obstructed in any manner to prevent such equipment from being immediately discernible.
6. The Permittee(s) shall coordinate with the Police Department to ensure that there is adequate emergency accessibility to and within the area as well as adequate safety provisions for the event. The Permittee(s) is/are responsible for coordinating any request for off-duty Police Department personnel or other Law Enforcement Agency personnel prior to the issuance of this permit.
7. Emergency access will be required for El Paso Water Utilities (EPWU) personnel and vehicle access for emergency repair. EPWU meters and manholes, water and sanitary sewer facilities must remain clear and unobstructed for EPWU personnel. Drainage systems in the area must remain unimpeded. No perforations may be done to the sidewalks and pavement within public rights-of-way.
8. Permittee shall coordinate with Environmental Services to address garbage removal after the event at (915) 621-6700 prior to the issuance of this permit.
9. The Permittee(s) shall be responsible for cleaning and removing of all litter and debris left on the roadways, sidewalks, and other public rights-of-way immediately upon the conclusion of the event. If the Permittee(s) fails to clean and remove all litter and debris within four hours of the end of the event, the city may perform such cleaning and the Permittee(s) shall be responsible for the costs of the city cleaning. Payment of any city cleaning costs shall be due and payable within 10 days of receipt of the bill from Financial Services.
10. Department of Public Health permits are required for food and beverages sold during the event. Applications must be received by the Department of Public Health at least 72 hours prior to the event. Applications received less than 72 hours prior to the event will be subject to express permit fees. Food and beverage booths will be inspected at least one hour prior to the start of the event. The Department of Public Health will not inspect booths that are not ready for service. Failure to be ready for inspection may result in a re-inspection fees by the Department of Public Health. Permittee(s) are responsible for ensuring all food and beverage vendors are ready for inspection. Coordinate with the Department of Public Health at (915) 541-4434.
11. Coordinate with the Texas Alcoholic Beverage Commission (TABC) for the sale and service of alcoholic beverages during the event at (915) 834-5860. The TABC license shall submit the request for a temporary alcoholic beverage permit at least ten days prior to the event. Applications not received by the TABC ten days prior to the event are subject to denial of the TABC temporary alcohol license. Licensee and permittee(s) are responsible for ensuring that all sales of alcoholic beverages comply with State Alcoholic Beverage rules and regulations. Failure to follow alcoholic beverage sales rules and regulations may result in penalties by the TABC including but not limited to revocation of an TABC license.
12. Permittee must comply with the Americans with Disabilities Act ("ADA"). Permittee must file any Assurance required under the City Ordinance 9779, prohibiting discrimination against disabled persons.
13. Permittee shall comply with all provisions of Section 9.40 (Noise) and 13.28 (Sound Amplifying Devices).

## Park Information and Rules

1. Electricity is not provided, unless event is held in a Reserve.
2. Water is not provided.
3. Portable restrooms are not provided; permanent restrooms are available at Reserves.
4. No excavation or placing of stakes into the ground.
5. Park Closed 11:00 p.m. - 6:00 a.m. (Downtown Parks Closed from 1:00 a.m. - 6:00 a.m.)
6. No vehicles will be driven or allowed onto park grass areas.
7. No restriction for the use of the areas or streets by the public shall be imposed.
8. Littering and dumping of waste prohibited.
9. Glass beverages containers prohibited
10. Alcoholic beverages are prohibited.
11. Illegal to mar, damage, or destroy city property.
12. Camping is prohibited.
13. Use of any projectile is prohibited (firearms, air rifles, sling shots, driving golf balls, rock throwing).
14. Remove pet droppings, use a leash.
15. No horses.
16. No amusement devises or jumping balloons without written permission.
17. Permit required for sale of goods or services.
18. Permit required for amplified public addressing.

# Legend

- Race Course
- Emergency Access
- ★ Pedestrian Access
- ★ CMS
- ★ PD
- + Medical (EMS)
- ✕ Porta Johns
- 10'x10' Tent
- 20'x10' Tent
- 30'x10' Tent
- Kids Zone 175'x100'
- ▲ Food Truck
- Stage 20'x16'
- 100'x10' Vendor Space



09/11/2021

6:00am-11:59pm STREETS & MAINTENANCE

**APPROVED**

By David A. at 1:12 pm, Aug 17, 2021



# City of El Paso

## Streets and Maintenance

### Traffic Control Permit



Site Address: 114 W MILLS AVE, EL PASO, TEXAS 79901

Permit No: **EPTC21-03429**

Issued: **08/19/2021**

Expires: **09/11/2021**

<u>Applicant</u> <b>DESTINATION EL PASO</b> MAURO MONSISVAIS 1 CIVIC CENTER PLAZA EL PASO, TEXAS 79901	<u>Phone Number</u> <b>Applicant: (915) 534-0644</b> <b>Barricade: (915) 216-7296</b>	<u>Barricade Company</u> <b>TRAFFIC CONTROL SPECIALIST (TCS)</b> ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
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**WORK AUTHORIZED:** SUN CITY CRIT PROFESSIONAL CYCLING TOUE, ROUTE TO INCLUDE E MAIN ST, N STANTON ST, E SAN ANTONIO AVE, & N OREGON ST FOR 1 DAY CYCLING SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 09/11/2021 FROM 6:00AM-11:59PM ONLY. MESSAGE BOARDS TO BE INSTALLED AT LEAST 5 DAYS PRIOR TO EVENT.

**TYPE OF TRAFFIC CONTROL SET UP:** 1 DAY EVENT ROAD CLOSURES W/ DETOUR, ARROWBOARDS, & MESSAGE BOARDS ALONG A MULTI-LANE ROADWAYS IN DMD

**Start Date:** 09/11/2021

**Expiration Date:** 09/11/2021

**Length of Term:** Short

**Work Times:** **Sat 6:00am-11:59pm**

**WORK SITE RECOMMENDATIONS (COVID-19)**

- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home.
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.
- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARSCoV-2external icon, the cause of COVID-19, and are appropriate for the surface.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Practice social distancing by avoiding large gatherings and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

\*\*\* NOTICE \*\*\*

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

*Sam Rodriguez*

City Engineer

Contractor's, Owner's or Agent's Signature

Issued By David A. Zamora



Date: 9/11/2021 Author: TCS Project: El Paso Convention Center

Comments:

1 DAY ROAD CLOSURES WITH DETOURS AND MESSAGE BOARDS  
Closes at 5 am 9/11/21



**No Overnight Sidewalk or Travel Lane Closures:**  
All Sidewalks Must be Re-Opened Following Noted Work Hours &  
All Open Pits Secured w/ Fencing & Covered w/ Plate, Wood Panel,  
or Soft Filled Per Approved Methods Outside of Work Hours.

**EL PASO STREETS & MAINTENANCE DEPARTMENT**  
**APPROVED EXCEPT AS NOTED:**  
APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE  
CONTRACTOR OF THE RESPONSIBILITY FOR THE  
CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

EPTC21-03429

### TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS  
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

**ONE DAY PERMIT UNLESS NOTED**

CLOSURE DATE: 09/11/2021

TIME: SAT 6:00AM-11:59PM ONLY

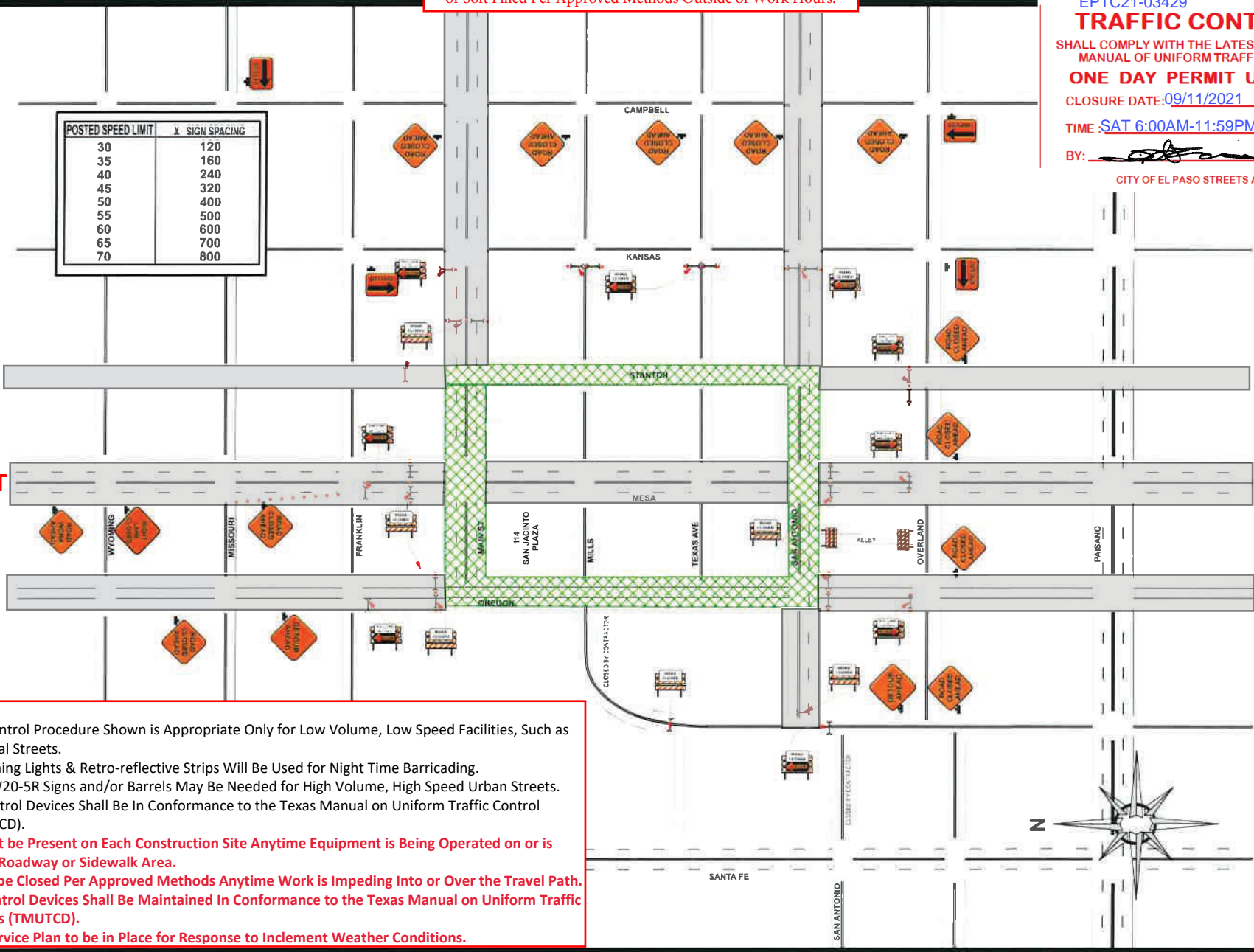
BY:  DATE: 08/19/2021

CITY OF EL PASO STREETS AND MAINTENANCE

TXDOT

TXDOT

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800



**NOTES:**

- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- **Flagmen Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.**
- **Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.**
- All Traffic Control Devices Shall Be Maintained In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- **Additional Service Plan to be in Place for Response to Inclement Weather Conditions.**

## FIRST AMENDMENT TO LOCAL EMERGENCY DIRECTIVE

### (RECOMMENDATION ONLY)

**SECTION 5. Permitted Activities & Functions.** All of the following activities and functions are permitted. To the greatest extent feasible, these activities and functions shall comply **with Social Distancing Requirements** as defined in Section 1 and by all applicable orders. This Section also sets forth certain exemptions which shall also be permitted.

d. **Critical Infrastructure.** For purposes of this Directive, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of “Critical Infrastructure,” including, but not limited to, public works, construction personnel, and personnel listed on the Department of Homeland Security’s Cybersecurity and Infrastructure Agency (CISA) list of “Essential Critical Infrastructure Workers,” public works construction.

i. The following also constitute critical infrastructure: airport operations, water, sewer, gas, electrical, oil refining, oil and gas extraction, coal mining, metal ore mining, nonmetallic mineral mining and quarrying, roads and highways, public transportation, solid waste collection and removal, hazardous materials, internet, cable, wireless and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with **Social Distancing Requirements** as defined in Section 1, to the extent possible. This also includes wired telecommunication carriers, wireless telecommunications carriers (except satellite), telecommunications resellers (except retailers selling devices at physical locations are not permitted), satellite telecommunications, cable and other program distribution, other telecommunications, data processing, hosting and related services, and other information services.

ii. The following types of construction activities are permitted to include but not be limited to the following: residential and commercial construction, non-residential building construction, heavy and civil engineering, foundation, structure, and building exterior contractors, building equipment contractors, and building finishing contractors. This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's (“CISA”) Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 to continue their operation appropriately modified to account for CDC workforce and consumer protection guidance, and the list of industries identified on that memorandum is incorporated here by reference.

**All employers involved in construction activity must institute or comply with following at all job sites:**

- a) Comply with Social Distancing Requirements;
- b) Institute staggered shifts;
- c) Provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every ten (10) workers on site;
- d) Provide onsite handwashing stations and portable restrooms stocked with hand soap and/or hand sanitizer with at least 60% alcohol;
- e) Mandate handwashing of at least twenty (20) seconds for workers during the following:
  - 1. Before workers begin work;
  - 2. After workers remove gloves;
  - 3. Before and after the use of shared items such as tools or multi-user devices;
  - 4. Before and after any meal or restroom breaks; and
  - 5. After a worker's shift or work time ends.
- f) Provide mandatory rest breaks of at least fifteen (15) minutes for every four (4) hours worked so workers may follow hygiene guidelines;
- g) Take no adverse action against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus;
- h) Perform mandatory temperature checks before a worker leaves home. If a worker has a fever of greater than 100 degrees Fahrenheit, then they are prohibited from going to work and must remain at home;
- i) Limit crossover of subcontractors;
- j) Prohibit gatherings during meals or breaks;
- k) Keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- l) Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own;
- m) Allow non-essential personnel to work from home when possible; and
- n) Designate a COVID-19 safety monitor on each site who has the authority to enforce these provisions.
- o) If possible, provide OSHA's COVID-19 training to all employees.

**NOTE: FOR COMPLETE DOCUMENT VISIT: [https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE\\_ENGLISH.pdf](https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE_ENGLISH.pdf)**



# Sun City Crit El Paso

**Event Name :** Sun City Crit El Paso  
**Event Type :** Professional Cycling Tour Event  
**Event Purpose :** Professional Cycling Tour Event  
**No Of Days :** 1  
**Event Start Date :** September 11, 2021  
**Event End Date :** September 11, 2021  
**Event Time :**

	Start Time	End Time
Day 1 - September 11, 2021	12:00 PM	11:59 PM

	Date	From	To
Setup	September 11, 2021	6:00 AM	11:58 AM
TearDown	September <sup>12, 2021</sup> <del>11, 2021</del>	12:00 AM	5:00 AM

## Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - September 11, 2021	1000	1500	2500

## Contact Person(s)

**Name :** Mauro Monsisvais  
**Address :** 1 Civic Center Plaza El Paso , Texas, 79901 , USA  
**Email :** mmonsisvais@destinationelpaso.com  
**Mobile :** 915-383-8694  
**Office Phone :** 915-534-0644  
**Name :** Amanda Fernandez  
**Address :** One Civic Center Plaza El Paso , Texas, 79901 , United States  
**Email :** afernandez@destinationelpaso.com  
**Mobile :** 9152414573

**Office Phone :**

## **Park Use**

**Downtown Parks :** San Jacinto Plaza

**Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? :** Yes

**Will you have any amusement devices? :** Yes

**Number of amusement devices? :** 4

**Type(s) of amusement devices? :** jumping balloons, inflatable axe throwing

**Other(Obstacle Course , bungee etc) :**

## **Fire & Public Safety**

### **Security**

**Hiring Security Guards :** Yes

**Number of Security Guards :** 14

**Security Company :**

**Company Name :** Elite Crowd Management

**Contact Person :** Roger Licon

**Address :** El Paso, Texas, USA

**Mobile :** 915-867-5928

**Office Phone :**

**Email :** roger.licon@lgbs.com

### **Police**

**Hiring Police Officers :** Yes

**Number of Police Officers :** 8

**Police Official Company :**

**Company Name :** El Paso Police Department

**Contact Person :** Lalo Martinez

**Address :** El Paso, Texas, USA

**Mobile :** 915-203-2502

**Office Phone :**

**Email :** 1578@elpasotexas.gov

**Will you be erecting temporary fences or barriers?** Yes

**Will you be erecting temporary structures such as tents or canopies?** Yes

**Size and quantity of temporary structures :**

25 10x10 tents. Top only, no side walls

**Will your event feature or utilize compressed gases?** No

## **Fireworks**

**Will your event feature or utilize fireworks or pyrotechnics?** No

**Supply of electrical power to the event :**

Generators

**What will need electrical power?**

Main Stage, production truck, lights, sound stage, inflatable rides and other items at finish line

**Participating businesses open in the conjunction with the event?**

Yes

## **Traffic Control Information**

**Company Name :** Traffic Control Specialist

**Company Contact Number :** 9159210300

**Street Clousre :**

Beginning at the intersection of Main/Stanton, south to the intersection of Stanton/San Antonio St., West to the intersection of San Antonio St./Oregon, North to the intersection of Oregon/Main.

**Alley is Affected :** Yes

## **Parking Meters**

**Will you need exclusive use of parking meters within the proposed footprint before or after street closure?**

Yes

**Will you need exclusive use of parking meters outside of the proposed location before or after street closure?**

No

**Start Date :** September 10, 2021

**End Date :** September 12, 2021

## Animals

**No animal featured in this event**

## Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
4	4	2	0

**Purpose of Amplification :** Announcements

**Location description of amplification devices :** Small stage for awards ceremony at the intersection of Main/Mesa plus an ancillary stage for music

## Alcohol Use

**Will alcoholic beverages be sold, served or consumed at your event?** Yes

**Will alcoholic beverages be sold, served or consumed on a city right of way?** Yes

**Will alcoholic beverages be sold, served or consumed in the park?** No

**Trade name of establishment / organization obtaining the TABC permit in conjunction with the event :** A&W EP LLC DBA Later Later

**Permit / License Holder name :** A&W EP LLC DBA Later Later

**Will non-profit entity buy/sell alcohol for your event?** No

## Food & Merchandise Sales

**Number of food location :** 4

**Number of beverage location :** 4

**Event feature merchandise vendors :** Yes

## Event Clean Up

**Cleanup plan :** We will have a crew on site for clean up and will hire the COEP Sanitation to sweep the street after the event

**Name of the Organization responsible for cleanup :** El Paso Live/City of El Paso

**Contact Number :** 9152414573

**Contact Number :** Amanda Fernandez

**Email :** afernandez@destinationelpaso.com

## Internet Access

**Is Wireless Internet access needed?** No

**Is A Secure Wireless Internet Connection needed ?** No

## Uploaded files

**Site plan :** submitted

**Certificate of insurance documents** : submitted  
**Signed notice of proposed closure form** : submitted  
**Public Safety Plan** : submitted  
**Traffic control plan** : submitted  
**Parking Meters** : submitted  
**TABC Certificate** : submitted  
**Food vendor's name & Contact** : submitted  
**Merchandise name and contact** : submitted

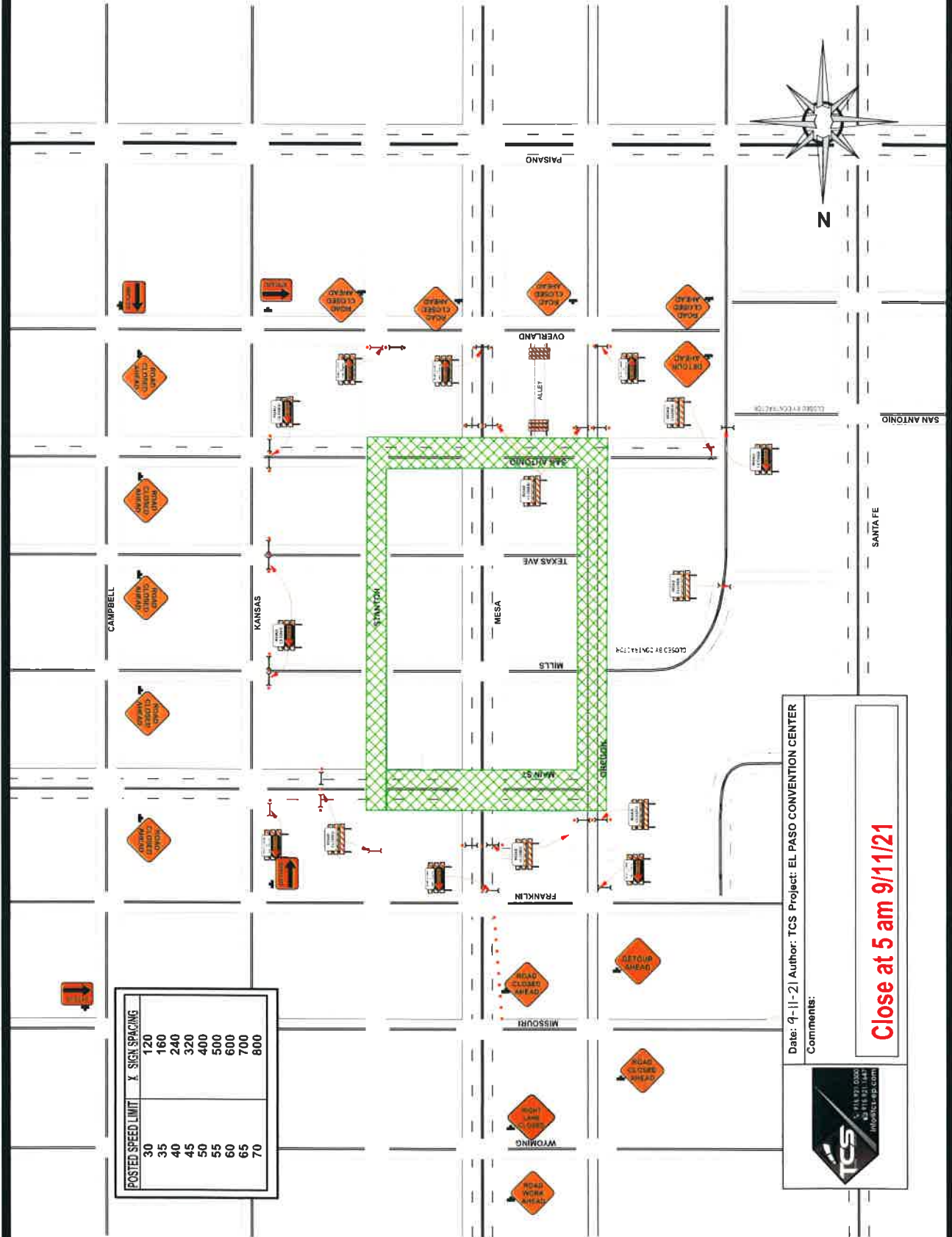
**Applicant Name** : Amanda Fernandez  
**Applicant E-Signature** : AF  
**Sign Date** : 2021-08-06



# 2021 SUN CITY CRIT FEATURES

*Downtown El Paso*





POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800



Date: 9-11-21 Author: TCS Project: EL PASO CONVENTION CENTER

Comments:

Close at 5 am 9/11/21

31419 0000  
info@tcs.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/09/2021

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

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

PRODUCER  
MARSH USA INC.  
1717 Arch Street  
Philadelphia, PA 19103  
Attn: PHILADELPHIA.CERTS@MARSH.COM

CN130160009-LIQ2-Stand-21-22

INSURED  
DESTINATION EL PASO / SMG  
1 CIVIC CENTER PLAZA  
EL PASO, TX 79901

CONTACT NAME:		FAX (A/C, No):
PHONE (A/C, No, Ext):		
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
INSURER B : United States Fire Insurance Co.		21113
INSURER C : Berkshire Hathaway Homestate Insurance Company		20044
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES      CERTIFICATE NUMBER: CLE-005551156-16      REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		47-GLO-301510-05	07/01/2020	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		133-750226-1  COMP/COLL DED. \$1000	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		47-XSF-303807-03	07/01/2020	07/01/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 OTHER: \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	SMWC246865 (AOS) SMWC246938 (PA Corp)	07/01/2021 07/01/2021	07/01/2022 07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Use of City of El Paso streets for event purposes

City of El Paso, Texas their respective officers, directors, officials, members, managers and employees are included as additional insured where required by written contract or agreement with respect to liability arising out of your operations or premises owned or rented to or your management of the premises of others, except workers' compensation. This insurance is Primary and Non-Contributory to any other insurance. Waiver of Subrogation is Applicable where required by contract and Permitted by Law.

## CERTIFICATE HOLDER

City of El Paso  
300 N. Campbell  
El Paso, TX 79901

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

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# Notice of Proposed Closure

## Event Information

I (We) Destination El Paso Will be holding an event on March 28, 2020  
Organization/Individual Date  
 from 12:00 am To 12:00 am I am / (We are) asking for you consent to temporarily  
Time Time  
 block off S. Oregon to San Antonio / San Antonio to S. Stanton / S. Stanton to Mills / Mills to S. Oregon  
Street Closure  
 for USA Crits - Race # 1 - Sun City Crit  
Event

## Alcohol Sales Information

Company Name: \_\_\_\_\_  
 Representative Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 Company Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Company's Telephone Number(s): \_\_\_\_\_

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
Julian Holguin	217 N. Stanton	✓		
Priscilla Morales	1155 S. Stanton	✓		
Guillermo Chavez	301 E. San Antonio Ave	✓		
Rosa Sanchez	101 N. Mesa St		✓	
Armando Leon	213 San Antonio	✓		
Julia Lopez	201 San Antonio	✓		
Clara Valenzuela	104 N. Oregon	✓		
Sandra C	106 Texas St	✓		
Humberto Hernandez	112 TEXAS	✓		
Debbie Rolon	222 #1 TEXAS	✓		
Rubiel Mize	204 N. Oregon	✓		



## Notice of Proposed Closure

### Event Information

I (We) Destination El Paso Will be holding an event on March 28, 2020  
Organization/ Individual Date  
 from 12:00 am To 12:00 am I am / (We are) asking for you consent to temporarily  
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 Company Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Company's Telephone Number(s): \_\_\_\_\_

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
PANIRO GOMEZ	204 MILLS	✓		<i>[Signature]</i>
Erika Velazquez	212 E. Mills	✓		<i>[Signature]</i>
Faith Podes	303 TEXAS AVE		✓	<i>[Signature]</i>
Pamela Aracata	222 TEXAS STEE	✓		<i>[Signature]</i>
Hayden Lee	209 N. Stanton St.	✓		<i>[Signature]</i>
Julian Holguin	217 N. Stanton	✓		<i>[Signature]</i>
MANUEL BARRUN	212 E. MILLS	✓		<i>[Signature]</i>
MANUEL BARRUN	212 E. MILLS	✓		<i>[Signature]</i>
MANUEL BARRUN	209 E. M, 113 SUB	✓		<i>[Signature]</i>
Uili Mark Leo	201 N MESA	✓		<i>[Signature]</i>
JANIE RODRIGUEZ	115 N MESA	✓		<i>[Signature]</i>
VERONICA MATO	222 TEXAS AVE 213	✓		<i>[Signature]</i>
Claudia	211-213 TEXAS AVE	✓		<i>[Signature]</i>
ANDREA	306 N MESA	✓		<i>[Signature]</i>
PROLA	205 MILLS AVE	✓		<i>[Signature]</i>

- Cortez bldg
- coffeebox lot
- city lot
- cony ctr.





## DESTINATION EL PASO



July 28, 2021

Cortez Building Tenants  
208 E Main St.  
El Paso, TX 79901

Dear Tenants,

On September 11, 2021, Visit El Paso will be hosting the 2021 Sun City CRIT in Downtown El Paso. Set-up will begin at the intersection of Mesa and Main Street at which time access to the inner racecourse footprint will be prohibited to vehicular access beginning at 5:00am on Saturday, September 11, 2021. Pedestrian access to the inner areas will be allowed at eight (8) various crossing points between races.

We are asking for your help regarding parking, specifically on September 11, 2021. Access to street parking will be unavailable. Due to the inconvenience, we are opening the UPTT (Union Plaza Transit Terminal) Parking Garage to any resident to park for free from September 10-12, 2021. The UPTT garage is located at the corner of San Antonio and Durango at 400 W. San Antonio. Residents who are displaced will be allowed to park at UPTT using the same credential/pass that is used for on street parking.

Now in its 14th year, the USA CRITS Series is the premiere cycling series in the United States. USA CRITS was developed to feature criterium racers and to offer venues, teams, and riders the ability to excel in this unique discipline of cycling. The events that form the USA CRITS Series represent more than 100 years of criterium racing and have the ideals that have made criterium racing an American legacy: challenging courses that showcase arts and entertainment districts, a large and growing base of spectators, broad community support, and strong marketing opportunities for partners. The Sun City CRIT Event will bring in an estimated overall attendance of 3,500 and have an estimated economic impact of just over \$1.3 million each year.

Should you have any questions regarding the event or parking September 10-12, 2021, please direct your inquiries to Amanda Fernandez at [afernandez@destinationelpaso.com](mailto:afernandez@destinationelpaso.com) or via phone 915-534-0608. Thank you in advance for your cooperation.

Sincerely,

Mauro Monsivais  
Director of Operations, Destination El Paso



★ 2 CMS AT CITY LOT

LOAD-IN FOR PRODUCTION

ENTERTAINMENT STAGE

KIDS ZONE

GA AREA  
2 ADA  
PORTA POTTIES

PORTA POTTIES

FOOD TRUCKS

VIP TENTS  
PARTY TENT

HEALTH & FITNESS VENDORS

LOAD-IN/OUT

LOAD-IN/OUT

**THE LEGEND**

- Race Course
- Emergency Access
- Pedestrian Crossing Points
- T-Shirt Security (CMS)
- PD
- Volunteers
- Medical (EMS)



EMA-101	ESA-204	MI-203	NM-100	NS-102	T-202
EMA-103	ESA-206	MI-204	NM-102	NS-104	T-204
EMA-105	ESA-208	MI-205	NM-104	NS-106	T-207
EMA-107	ESA-211	MI-206	NM-106	NS-108	T-209
EMA-109	ESA-213	MI-207	NM-200	NS-110	T-210
EMA-111	ESA-215	MI-208	NM-202	NS-112	T-211
EMA-113	ESA-216	MI-209	NM-204	NS-113	T-213
EMA-200	ESA-217	MI-211	NM-206	NS-114	T-215
EMA-202	ESA-311	MI-212	NM-208	NS-115	
EMA-210	ESA-312	MI-214	NM-210	NS-116	
EMA-212	ESA-313			NS-118	
EMA-214	ESA-314			NS-120	
EMA-216	ESA-315			NS-122	
EMA-218	ESA-316			NS-200	
	ESA-317			NS-202	
	ESA-318			NS-203	
				NS-204	
				NS-205	
				NS-206	
				NS-208	
				NS-210	
				NS-212	
				NS-213	
				NS-214	
				NS-215	
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				NS-301	
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				NS-307	
				NS-309	
				NS-311	
				NS-315	



700313 TEXAS ALCOHOLIC BEVERAGE COMMISSION



RENEW  
SIGN =BLUE

EXPIRES 04/22/2023

MB 905485

- MIXED BEVERAGE PERMIT
- BEVERAGE CARTAGE PERMIT
- CATERER'S PERMIT
- FOOD AND BEVERAGE CERTIFICATE
- MIXED BEVERAGE LATE HOURS PERMIT

LATER LATER  
109 N COLDWELL ST  
EL PASO EL PASO

A&W EP LLC

*A. Brantley Clark*

EXECUTIVE DIRECTOR

THIS PERMIT IS NOT TRANSFERABLE MUST BE PUBLICLY DISPLAYED AT ALL TIMES AND USED ONLY IN THE PLACE OF BUSINESS INDICATED HEREON THE ACCEPTANCE HEREOF CONSTITUTES AN AGREEMENT TO PERMIT ANY AUTHORIZED REPRESENTATIVE OF THE COMMISSION OR ANY PEACE OFFICER TO FREELY ENTER UPON PERMITEE'S PREMISES TO PERFORM ANY DUTY IMPOSED UPON

## Pending Vendor List

Pending Vendor List

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**CONTRACT**

**THIS CONTRACT** is entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "the City", and **Destination El Paso**, hereinafter referred to as "Contractor."

**WHEREAS**, the Contractor has hired staff to produce the **Sun City CRIT El Paso**, hereinafter referred to as "Event" in the best possible manner; and

**WHEREAS**, a number of community businesses, organizations and individuals have agreed to support the Event due to its importance and significance to the community; and

**WHEREAS**, the City Council finds that participation by the City in the Event will provide direct benefits to the public in the form of public safety services; and

**WHEREAS**, the City Council finds that participation in the Event by the City will serve an important public purpose by providing a cultural and recreational opportunity to the City and serving as a rallying point for community spirit and support, and as such, the City is willing to provide the services set forth in this Contract.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

**1 TERM.** This Contract shall be valid through **Saturday, September 11, 2021**.

**2 CONSIDERATION.**

**2.1** The Contractor agrees to provide the following services:

**2.1.1** Manage and operate the Event from **12:00 p.m.**, to **11:59 p.m. on Saturday, September 11, 2021**, upon the route approved by the City through the Event Permit No. **CSEV21-00031**, or as modified in writing by the parties.

**2.1.2** Comply with all terms of the Permit No. **CSEV21-00031**, and shall provide all information required by the Local Government contained in TEA 30A finalized agreement between the City of El Paso and the State of Texas Department of Transportation, which will be in substantial conformity with Exhibit "A" and incorporated by reference as if set forth in full.

**2.1.3** Perform all street, sidewalk, and other right-of-way cleaning as required by Section 13.38.080 of the City Code and/or as required by the terms of this Contract.

- 2.2** In addition to the use of City rights-of-way, this Event requires the temporary closure of State-owned and operated highway, thereby imposing additional obligations on the City pursuant to 43 Texas Administrative Code, Section 22.12.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND ASSUME RESPONSIBILITY FOR THE REQUIREMENTS IMPOSED ON THE CITY UNDER THIS STATUTE IN CONSIDERATION OF THE CITY'S SUBMISSION ON BEHALF OF THE CONTRACTOR, FOR APPROVAL OF THE CLOSURE AND USE OF STATE HIGHWAY RIGHT-OF-WAY.

Accordingly, Contractor shall:

- 2.2.1** Assume all costs for the operations associated with the Event, including, but not limited to, plan development, materials, labor, public notification, providing barriers, barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.
- 2.2.2** Submit to the City, for review and approval, the following: construction plans, if construction of modifications to the State's right-of-way is required the traffic control and signing plans; traffic enforcement plans and; all other plans deemed necessary by the State for use of highways owned and operated by the State of Texas. The Contractor shall comply with all requirements of the State relating to a traffic control plan, which may include that a traffic control plan be signed, sealed, and dated by a registered professional engineer. Pursuant to State requirements, the traffic control plan shall be in accordance with the latest addition of the Texas Manual for Uniformed Traffic Control Services (TMUTCD). All temporary traffic control devices used on state highway right-of-way must be included in the State's Compliant Work Zone Traffic Control Devices List. Should the State require changes to the traffic control plan or if it is found to be inadequate, Contractor will provide the City with the necessary information to bring the traffic control into compliance with the originally submitted plan, upon notice from the State noting the required changes, prior to the Event.
- 2.2.3** Ensure the appropriate Law Enforcement agency has reviewed the traffic control plan for the closures and that the agency has deemed them to be adequate. If the Law Enforcement Agency fails to approve the traffic control plan, Contractor shall notify the City so that the appropriate Law Enforcement Agency can contact the State for Consultation no less than ten (10) working days prior to the Event.
- 2.2.4** Complete all revisions to the traffic control plan as requested by the State with the required timeframe. Contractor hereby agrees that any failure to comply with the traffic control plan may constitute reckless endangerment of the

public and the Texas Department of Public Safety (DPS) may be notified of situation and may take any appropriate action including cancelling of the event, and failing to follow the traffic control plan or State instructions may result in denial of future use of right-of-way for three years.

- 2.2.5** Comply with traffic control plan with regards to any closure, but in no event will Contractor initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed from the highway reopened to traffic within 24 hours after the completion of the Event.
- 2.2.6** Prepare a traffic enforcement plan, which must be finally approved by the State. The plan must ensure that adequate enforcement personnel are utilized to prevent vehicles from stopping and parking along the main lanes of the state highway right-of-way and otherwise prevent vehicles from stopping and parking along the main lane of traffic by both vehicles and pedestrians. The plan must be reviewed by the Law Enforcement Agency that will be providing traffic control for the Event, and Contractor must obtain from the Law Enforcement Agency a letter certifying they agree with the traffic enforcement plan and will be able to meet the requirements. Such plan and letter of certification must be submitted to the City with sufficient time for review and submission to the State, but no the City with sufficient time for review and submission to the State, but no later than 96 hours before the Event. The State requires submission and written approval of the plan no later than 48 hours before the Event.
- 2.2.7** Assure the State, through the City, that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the traffic control plan.
- 2.2.8** Avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of way-, including but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.
- 2.2.9** Provide all additional information and documentation required by the State of Texas Department of Transportation under the agreement attached as Exhibit "A".
- 2.2.10** This Contract may be terminated and the Event cancelled by the City if Contractor fails to comply with any of the requirements set forth in Section 2.2, *et seq.* of this Contract.

**2.2.11** Contractor shall obtain the permit for the Event as set forth in Section 13.30.020 of the City Code, at Contractor's cost.

**2.2.12** Contractor shall pay the amount invoiced by the City within thirty (30) days of receipt of such invoice.

**3 LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties. The City's waiver of any or all fees for necessary police traffic-control assistance, to the extent such assistance is provided, shall not be construed as the City's co-sponsorship of the Event nor as support of or opposition to any issue.

**3.1** City shall not be liable for any and all demands, claims, damages, causes of action, costs or losses for personal injury, property damage, or death caused by or arising out of the negligence of Contractor while Contractor is promoting, conducting, or operating the Event, or which are caused by or arise from the failure of Contractor to abide by appropriate laws, rules and regulations.

**4 EQUIPMENT.** All equipment used by the Contractor or which is permitted to be used in the Event by the Contractor shall be maintained in satisfactory working condition. The Contractor shall not intentionally or knowingly use any equipment in any manner that may cause injury to the property of the City or third parties or any persons.

**5 SAFETY.** Contractor shall comply with all applicable laws, ordinances, and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances, and regulations. Contractor shall exercise every precaution for the safety of public and private property and persons.

**6 INSURANCE AND INDEMNIFICATION PROVISIONS.** The Contractor acknowledges that its request to use the public right of way is solely for its benefit and not a use that benefits the City taxpayers as a whole. As a result, the Contractor agrees to provide the following as a condition of its use of the public right of way:

**6.1 LIABILITY INSURANCE.** Contractor will maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and No/100 dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold harmless the City.

**6.1.1** Because the granting of this Contract is solely for the benefit of the Contractor and recognizing that the City taxpayers should not incur any

costs associated with the Contractor's enjoyment of this Contract, except as provided herein, the Contractor is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the City, its agents, employees, or independent contractors, alleged or asserted by any individual, in connection with the performance of this agreement.

**6.1.2** The Contractor shall maintain said insurance with a solvent insurance company authorized to do business in 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 the Contractor, its officers, agents, servants, or employees.

**6.1.3** This Contract shall not be executed by the City until the Contractor files a copy of the policy or certificate of liability insurance as herein set forth with the Department of Transportation. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City, or without ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the contract shall be grounds for cancellation of the Parade Permit and City Sponsorship. Certificates of Insurance that state the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

**6.2** **INDEMNITY.** As a condition of the granting of this Contract, the Contractor and its insurer will INDEMNIFY, DEFEND AND HOLD HARMLESS the City, its officers, agents and employees, FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor will



pay all judgments in actions defended by the Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

7 **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers, and third parties will not discriminate on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Contract in violation of the law.

8 **ACCESSIBILITY STANDARDS FOR DISABLED PERSONS.** The Contractor agrees that in the performance of this Contract, it will comply with the Americans with Disabilities Act ("ADA"). The Contractor must file any Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.

9 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Contract.

10 **TERMINATION.**

10.1 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.

10.2 Termination by Any Party. It is further understood and agreed by the parties that any party to this Contract may terminate this Contract, in whole or in part, upon written notice if any of the other parties fails to perform any of its material obligations hereunder and fails to completely cure the breach.

10.3 Time of Performance Termination – Force Majeure. No party to this Contract will be liable for failure to comply with any term of this Contract when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Contract unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other parties in writing.

10.4 Termination Shall Not Be Construed as Release. Termination by any party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party(s). Further, the terminated party(s) shall not be relieved of

any liability for damages sustained by the terminating party by virtue of any breach of this Contract.

**10.5** Upon termination of this Contract, except as otherwise provided herein, all duties and obligations of the parties to this Contract shall cease.

**11 AMENDMENTS AND WAIVER.** The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the City and the Contractor. No claim or right arising out of a breach of this Contractor can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**12 COMPLETE AGREEMENT.** This Contract constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. 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 Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

**13 GOVERNING LAW.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter(s) and/or any ordinance of the City.

**14 SEVERABILITY.** Every provision of this Contract 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 Contract.

**15 NOTICES.** All notices and communications under this Contract shall be either hand-delivered or mailed, certified, postage prepaid in the United States Postal Services, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City Manager  
City of El Paso  
PO BOX 1890  
El Paso, Texas 79950-1890

WITH COPY TO: Planning & Inspections Department- Special Events Office  
City of El Paso  
811 Texas Ave.  
El Paso, TX 79901

CONTRACTOR:

**Destination El Paso**  
**Attention to: Mauro Monsisvais**  
**1 Civic Center Plaza**  
**El Paso, Texas 79901**

- 16 ASSIGNABILITY.** This Contract, its rights, duties and responsibilities may not be assigned by any of the parties without the prior written consent of the City Council. Any assignment made without the City's consent shall be void.
- 17 WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The people signing this Contract on behalf of the parties warrants that he/she has the authority to do so and to bind the party for which he/she has authority to sign this Contract and all the terms and conditions contained herein.
- 18** Each person signing below represents that he or she has read this Contract in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

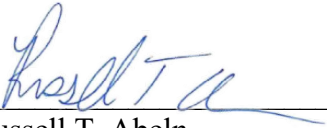
**EFFECTIVE DATE.** This Contract is effective as of \_\_\_\_\_, 2021.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etwie, Director  
Planning & Inspections Department

**ACCEPTANCE**

The attached instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CONTRACTOR:**

\_\_\_\_\_  
Mauro Monsisvais

Title: \_\_\_\_\_

## Exhibit "A"