

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

**AGENDA DATE:** April 26, 2022  
**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 from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022, 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. (CSEV21-00118)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** Sun City CRIT  
**PERMIT CASE NUMBER:** CSEV21-00118  
**EVENT DATE/HOURS:** Saturday, May 7, 2022 at 12:00 p.m. to 10:00 p.m.  
**TRAFFIC CONTROL:** 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022  
**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** (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 from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022**, (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 from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022**, 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 Begin on Following Page)*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

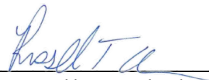
**CITY OF EL PASO:**

\_\_\_\_\_  
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**, from **5:00 a.m. on Saturday, May 7, 2022, to 11:59 p.m. on Saturday, May 7, 2022**, 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 **26<sup>th</sup> day of April, 2022**, 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: Tomas Trevino, 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.

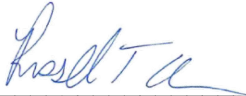
**THE CITY OF EL PASO**

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 \_\_\_\_\_  
Tomas Trevino, P.E..  
El Paso District Engineer

Date \_\_\_\_\_





# City of El Paso Special Event Permit Special Event



Permit No: **CSEV21-00118**  
Event Name: **SUN CITY CRIT**  
Issued: **3/22/2022**  
Expires: **5/7/2022**

### Applicant

#### DESTINATION EL PASO

AMANDA FERNANDEZ/MAURO MONSISVAIS  
ONE 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:** El Paso Police Department has no objections with this event. EPPD will require 8 uniformed Texas Peace Officers on reimbursable overtime to conduct traffic control. **EPFD:** Approved with the condition that tents cannot be closer than 12' of each other if they exceed 700 square feet. 100' x 10' tent is not allowed it blocks access of FD vehicles to fire department connections 20x10 tents must be on the park side of the street to allow access to fire department connections. No fencing was called out only barriers so no fencing is allowed without resubmitting. **PARKS:** Conditions for use of SJP grounds listed on park use permit #FA-11597.

Event Type: Bike Race  
Participants/Attendees: 1,500  
Vehicles: 0

Park Use: Yes  
Event Staff/Volunteers: 1000  
Animals: No

Amplification: Yes  
Other:

#### EVENT

Start Date: 05/07/2022  
Start Time: 12:00  
End Date: 05/07/2022  
End Time: 22:00

#### TRAFFIC CONTROL

Start Date: 05/07/2022  
Start Time: 05:00  
End Date: 05/07/2022  
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. Permittee 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 form 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.



# City of El Paso

## Streets and Maintenance

### Traffic Control Permit



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

Permit No: **EPTC22-01118**

Issued: **03/10/2022**

Expires: **05/07/2022**

<b>Applicant</b> <b>DESTINATION EL PASO</b> AMANDA FERNANDEZ 1 CIVIC CENTER PLZ EL PASO, TEXAS 79901	<b>Phone Number</b> <b>Applicant: (915) 241-4573</b> afernandez@destinationelpaso.com <b>Barricade: (915) 216-7296</b> adam@tcs-ep.com	<b>Barricade Company</b> <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 TOUR PRESENTED BY DESTINATION EL PASO SITE INCLUDES A CLOSED RACE COURSE, VIP TENTS, FOOD TRUCKS / BOOTHS & EVENT SEATING. EVENT AREA WILL BE INSTALLED ON THE ROADWAY & SAN JACINTO PARK AREAS & THE RACE ROUTE WILL BE ALONG E MAIN AVE, N STANTON ST, E SAN ANTONIO AVE, & N OREGON ST FOR DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 05/07/2022 5:00AM-11:59PM ONLY.

**TYPE OF TRAFFIC CONTROL SET UP:** **1 DAY EVENT:** PARTIAL ROAD CLOSURES W/ DETOUR & ARROWBOARDS, PARK CLOSURE, & SIDEWALK CLOSURES W/ PEDESTRIAN DETOURS ALONG MINOR ROADWAYS & SIGNALIZED INTERSECTIONS IN DMD

**Start Date:** 05/07/2022

**Expiration Date:** 05/07/2022

**Length of Term:** Short

**Work Times:** **Saturday 5:00am-11:59pm Only**  
 (Note: No Early Set Up or Late Pick Up)

**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-2 external 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.

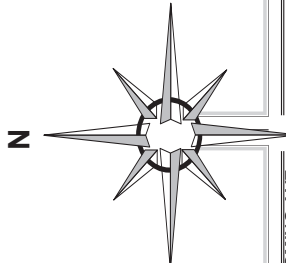
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

*Sam Rodriguez*

City Engineer

Issued By David A. Zamora

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



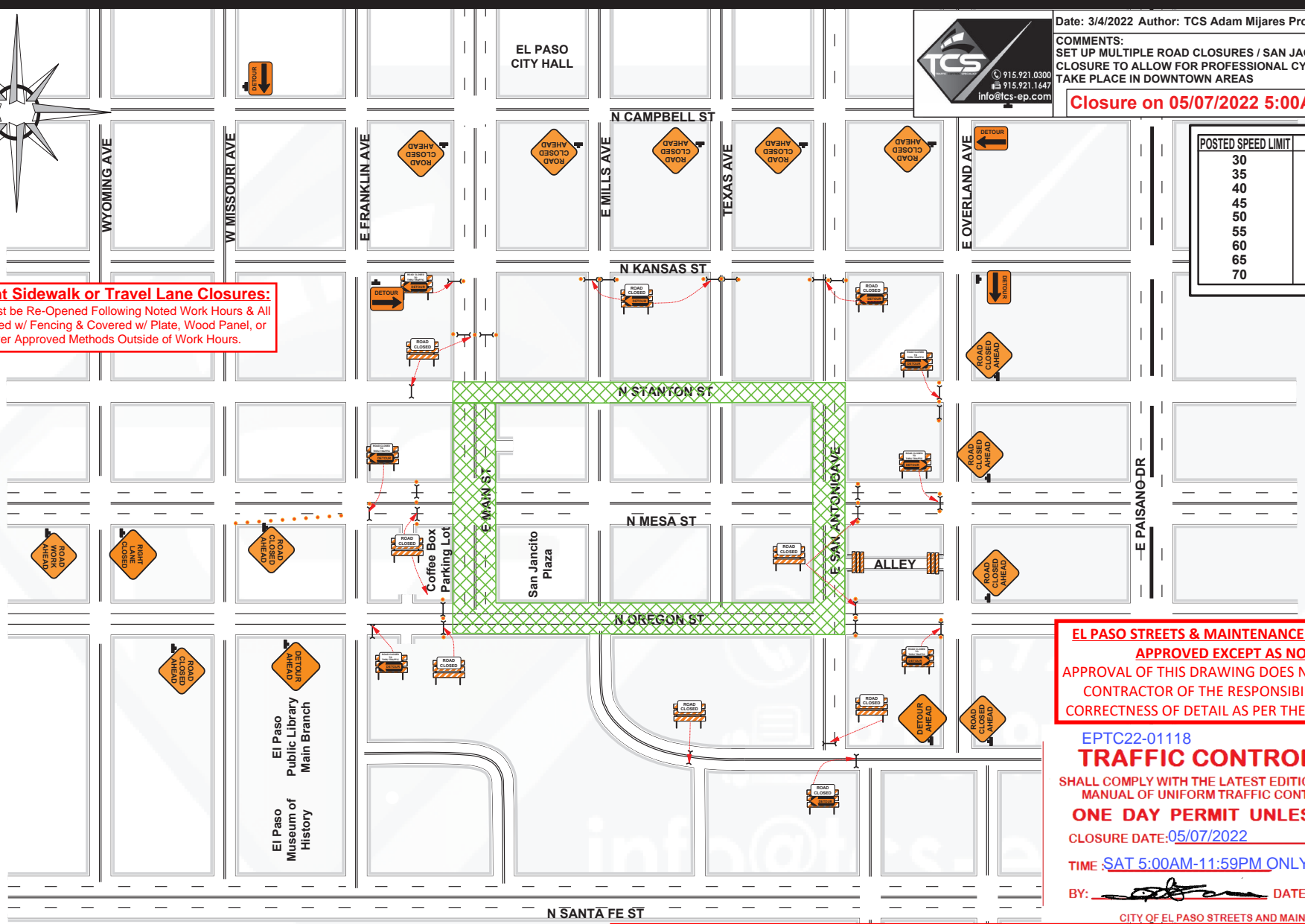
Date: 3/4/2022 Author: TCS Adam Mijares Project: Sun City CRT

COMMENTS:  
 SET UP MULTIPLE ROAD CLOSURES / SAN JACINTO PLAZA  
 CLOSURE TO ALLOW FOR PROFESSIONAL CYCLING TOUR TO  
 TAKE PLACE IN DOWNTOWN AREAS

**Closure on 05/07/2022 5:00AM-11:59PM**

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

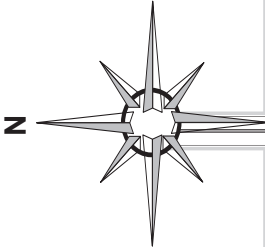
**No Overnight Sidewalk or Travel Lane Closures:**  
 All Sidewalks Must be Re-Opened Following Noted Work Hours & All  
 Open Pits Secured w/ Fencing & Covered w/ Plate, Wood Panel, or  
 Soft Filled Per Approved Methods Outside of Work Hours.



**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.

EPTC22-01118  
**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: 05/07/2022  
 TIME: SAT 5:00AM-11:59PM ONLY  
 BY: [Signature] DATE: 03/10/2022  
 CITY OF EL PASO STREETS AND MAINTENANCE

- 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.

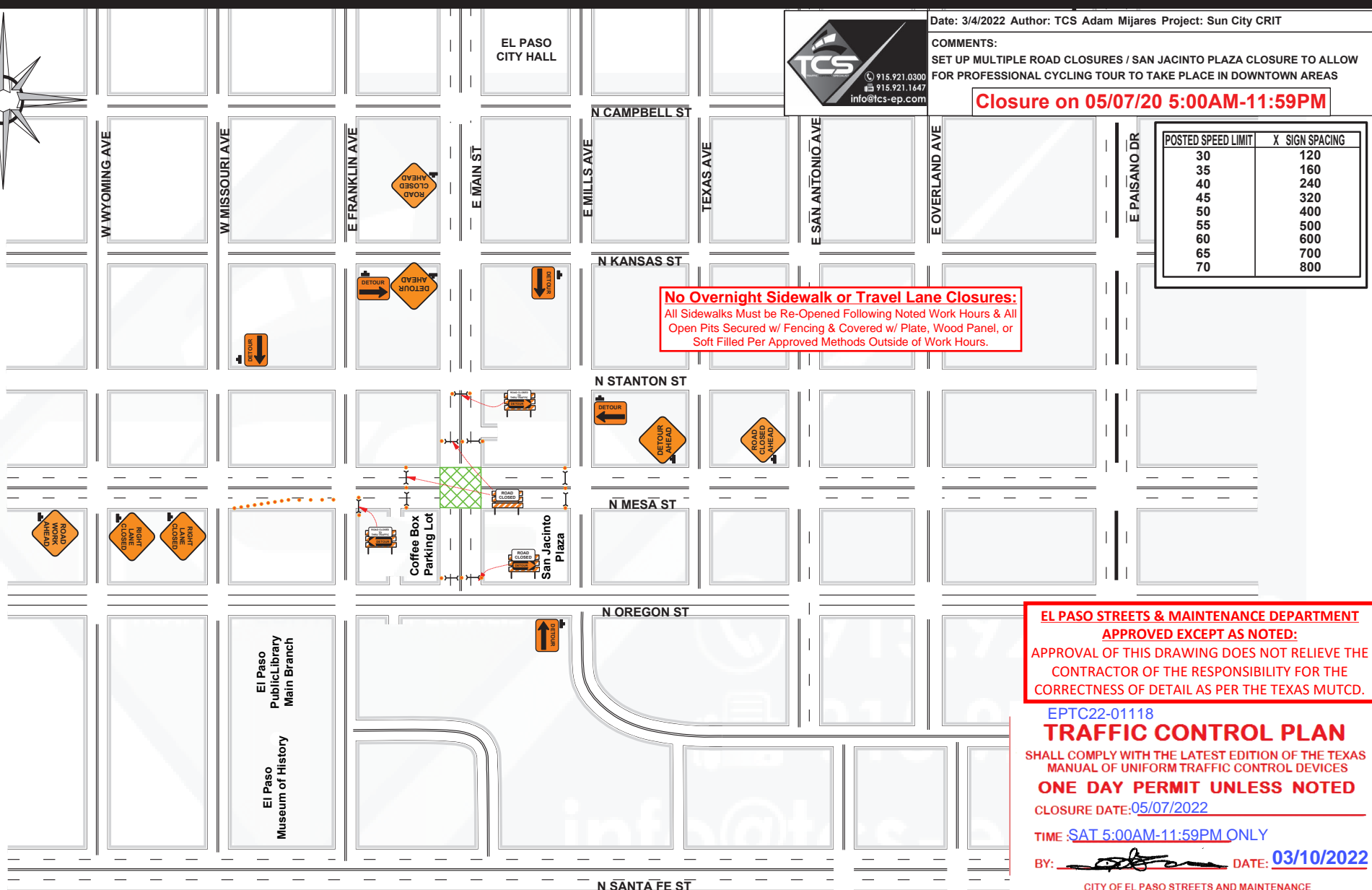


Date: 3/4/2022 Author: TCS Adam Mijares Project: Sun City CRIT  
 COMMENTS:  
 SET UP MULTIPLE ROAD CLOSURES / SAN JACINTO PLAZA CLOSURE TO ALLOW  
 FOR PROFESSIONAL CYCLING TOUR TO TAKE PLACE IN DOWNTOWN AREAS

**Closure on 05/07/20 5:00AM-11:59PM**

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

**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  
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EPTC22-01118  
**TRAFFIC CONTROL PLAN**  
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS  
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**ONE DAY PERMIT UNLESS NOTED**  
 CLOSURE DATE: 05/07/2022  
 TIME: SAT 5:00AM-11:59PM ONLY  
 BY: [Signature] DATE: 03/10/2022  
 CITY OF EL PASO STREETS AND MAINTENANCE

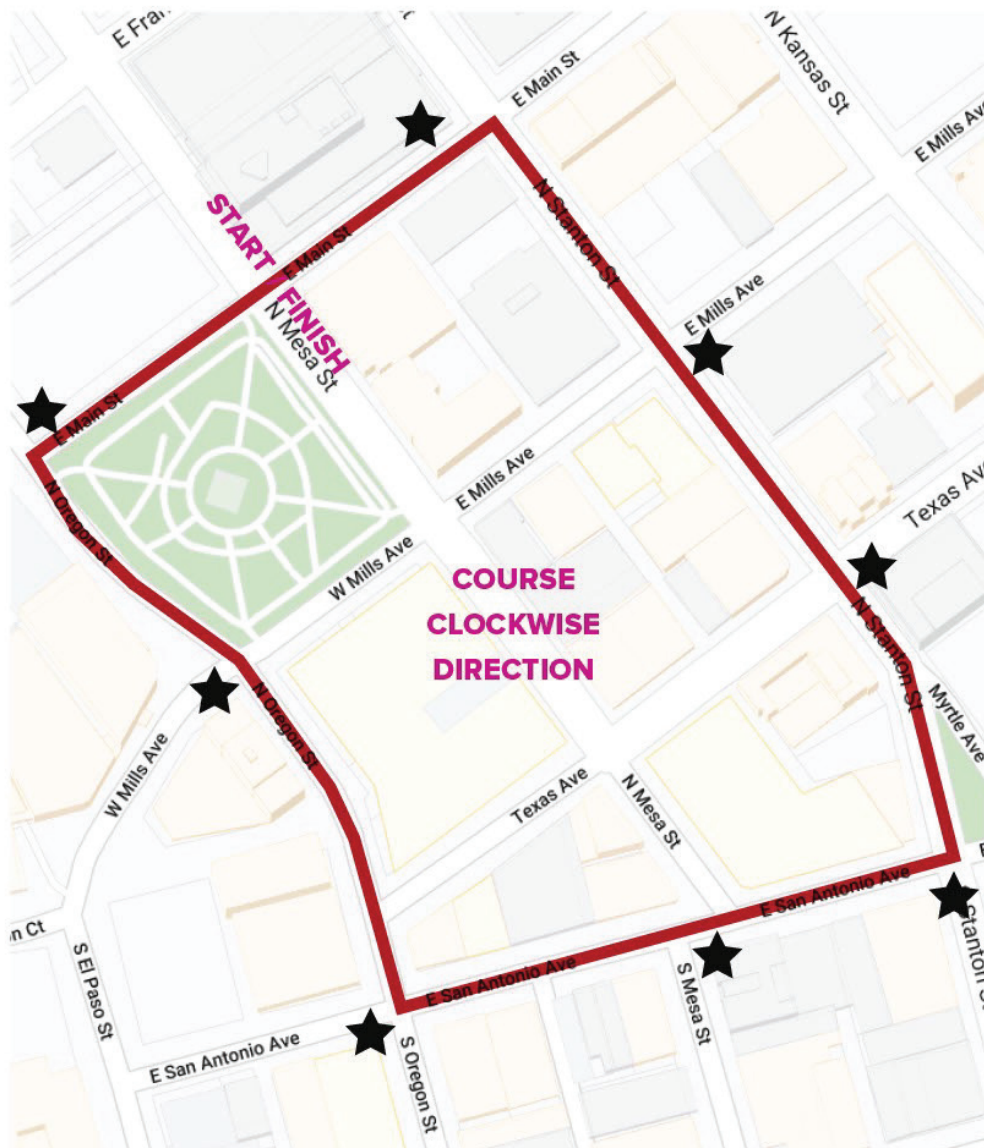
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# CYCLO DE MAYO


MAY 7, 2022  
DOWNTOWN, EL PASO

## RACE COURSE INFORMATION

LOCATION	CITY CENTER - EL PASO, TEXAS
START/FINISH	E. MAIN & N. MESA STREETS
COURSE LENGTH	0.59 MILE- CLOCKWISE DIRECTION
PEDESTRIAN ACCESS	★



# PAVING CUT APPLICATION FORM

CONTRACTOR CONTACT INFORMATION		
FIRM: <u>Destination El Paso</u>		
NAME: <u>Amanda Fernandez</u>		
ADDRESS: <u>One Civic Center Plaza</u>		
<u>El Paso</u> TX <u>79901</u>		
CITY STATE ZIP CODE		
BUSINESS PHONE: <u>(915 ) 534-0608</u>	MOBILE: <u>(915 ) 241-4573</u>	STREET & MAINTENANCE DEPARTMENT
E-MAIL ADDRESS: <u>afernandez@destinationelpaso.com</u>		

UTILITY CONTACT INFORMATION		
UTILITY COMPANY: <u>Destination El Paso</u>		
CONTACT NAME: <u>Amanda Fernandez</u>		
ADDRESS: <u>One Civic Center Plaza</u>		
<u>El Paso</u> TX <u>79901</u>		
CITY STATE ZIP CODE		
BUSINESS PHONE: <u>(915 ) 534-0608</u>	MOBILE: <u>(915 ) 241-4573</u>	
E-MAIL ADDRESS: <u>afernandez@destinationelpaso.com</u>		

JOB INFORMATION		
FOREMAN ON SITE: <u>Mauro Monsisvais</u>	MOBILE: <u>(915 ) 383-8694</u>	
WORK LOCATION: <u>S. Oregon, San Antonio, S. Stanton, Mills, Mesa, Texas Ave., E. Main</u>		
WORK DESCRIPTION: <u>Event- Sun City CRIT</u>		
BARRICADE COMPANY: <u>TCS-EP</u>		
START DATE: <u>May 7, 2022</u>	END DATE: <u>May 7, 2022</u>	
DIG TESS No: _____	SIGNATURE: <u>Amanda Fernandez</u>	DATE: <u>3-2-22</u>

ATTACHEMENTS REQUIRED:	INSPECTION TYPE:		
PROPOSED EXCAVATION DRAWING <input type="checkbox"/> APPROVED TRAFFIC CONTROL <input type="checkbox"/> PERMIT BOND <input type="checkbox"/> CERTIFICATE OF INSURANCE <input type="checkbox"/>	<table style="width: 100%;"> <tr> <td style="width: 50%;">               ASPHALT REPAIRS:                 BACK FILL <input type="checkbox"/>                2-SACK <input type="checkbox"/>                ASPHALT <input type="checkbox"/> </td> <td style="width: 50%;">               CONCRETE REPAIRS:                 SIDEWALK <input type="checkbox"/>                CURB &amp; GUTTER <input type="checkbox"/>                DRIVEWAY <input type="checkbox"/>                CONCRETE PAVEMENT <input type="checkbox"/> </td> </tr> </table>	ASPHALT REPAIRS:  BACK FILL <input type="checkbox"/> 2-SACK <input type="checkbox"/> ASPHALT <input type="checkbox"/>	CONCRETE REPAIRS:  SIDEWALK <input type="checkbox"/> CURB & GUTTER <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE PAVEMENT <input type="checkbox"/>
ASPHALT REPAIRS:  BACK FILL <input type="checkbox"/> 2-SACK <input type="checkbox"/> ASPHALT <input type="checkbox"/>	CONCRETE REPAIRS:  SIDEWALK <input type="checkbox"/> CURB & GUTTER <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE PAVEMENT <input type="checkbox"/>		

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

1. INSPECTION REQUEST SHALL BE MADE ON OR BEFORE THE CITY WORK DAY PRIOR TO THE DESIRE INSPECTION DAY BY CALLING THE STREET AND MAINTENANCE DEPARTMENT AT (915) 212-0151. 2. INSPECTION WILL BE MADE SUBJECT TO THE AVAILABILITY OF THE CITY INSPECTORS. 3. A COPY OF THE APPROVED PAVING CUT PERMIT, TRAFFIC CONTROL PERMIT, AND PROPOSED EXCAVATION DRAWING SHALL BE KEPT AT THE PERMIT ADDRESS SITE AND SHOULD BE MADE AVAILABLE TO THE CITY INSPECTOR UPON REQUEST.



## 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

**Event Name** : Sun City CRIT

**Event Type** : Professional Cycling Tour

**Event Purpose** : Professional Cycling Tour

**No Of Days** : 1

**Event Start Date** : May 7, 2022

**Event End Date** : May 7, 2022

**Event Time** :

	<b>Start Time</b>	<b>End Time</b>
<b>Day 1 - May 7, 2022</b>	12:00 PM	10:00 PM

	<b>Date</b>	<b>From</b>	<b>To</b>
<b>Setup</b>	May 7, 2022	5:00 AM	11:30 AM
<b>TearDown</b>	May 7, 2022	10:15 PM	11:59 PM

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

<b>Date</b>	<b>Participants</b>	<b>Spectators</b>	<b>Total</b>
<b>Day 1 - May 7, 2022</b>	1000	1500	2500

## Contact Person(s)

**Name** : Amanda Fernandez

**Address** : One Civic Center Plaza El Paso , Texas, 79901 , United States

**Email** : afernandez@destinationelpaso.com

**Mobile** : 9152414573

**Office Phone** : 9155340608

## 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

**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** : 9158675928

**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** : 9152032502

**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 the 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 :** May 6, 2022

End Date : May 8, 2022

## 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 :** Main stage for race announcers and awards ceremony at the intersection of Main/Mesa plus a small ancillary stage for entertainment on Mills.

## 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 :** El Paso Convention and Performing Arts

**Permit / License Holder name :** El Paso Convention and Performing Arts

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

## Food & Merchandise Sales

**Number of food location :** 8

**Number of beverage location :** 8  
**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 Wireles Internet access needed?** No

**Is A Secure Wireles 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 :** 2021-11-11

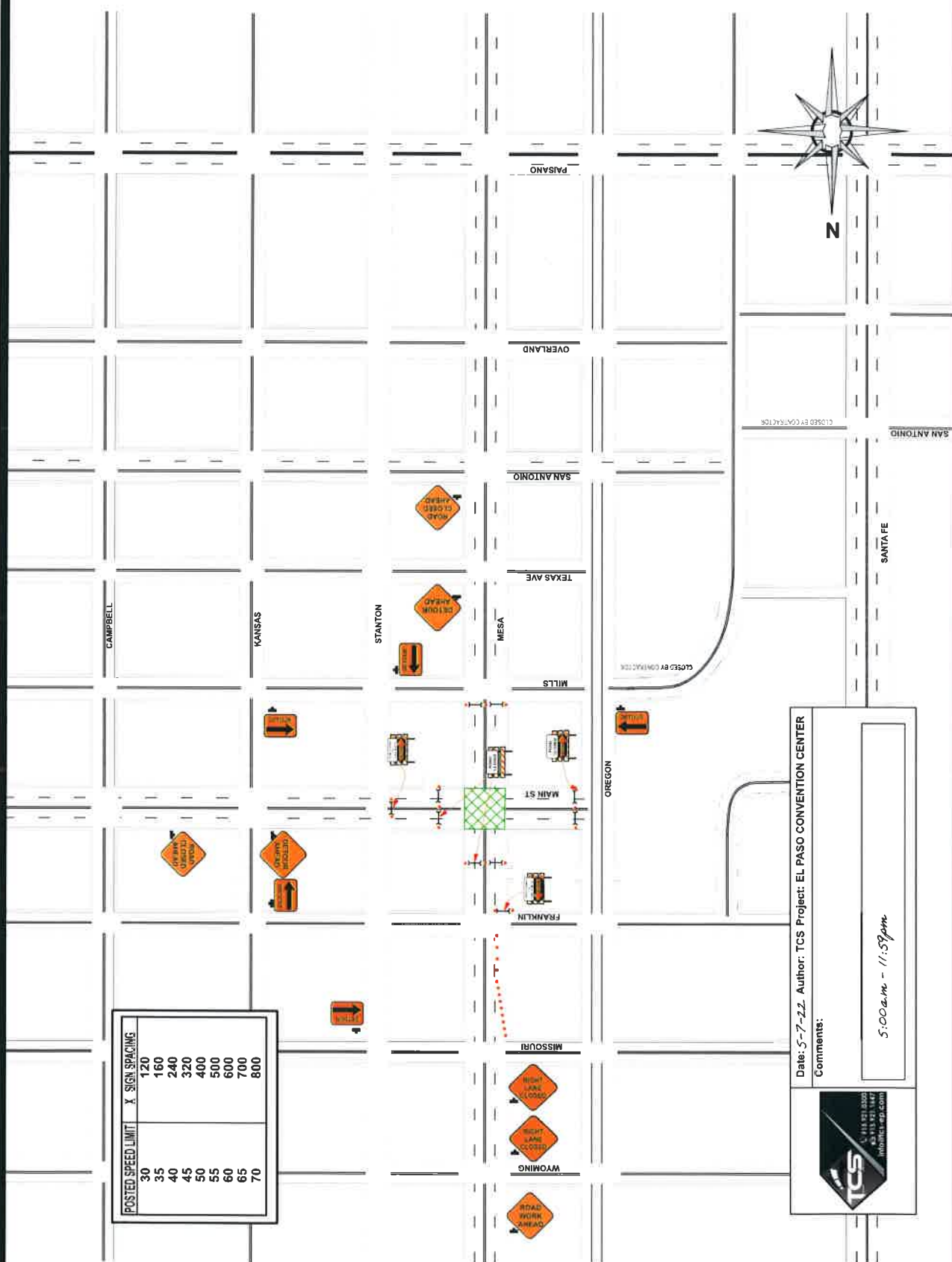
### Legend


	Race Course		Emergency Access
	Pedestrian Access		CMS
	PD		Medical (EMS)
	ADA Porta John		10'x10' Tent
	Blue Porta John		Pink Porta John
	20'x10' Tent		30'x10' Tent
	Kids Zone 175'x100'		
	Lucha Libre Ring 18'x18'		
	60'x10' Pace Car Display		
	Race Production Stage		
	USA CRIT Production		
	Taco Fest- 100'x10'		





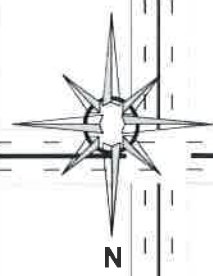
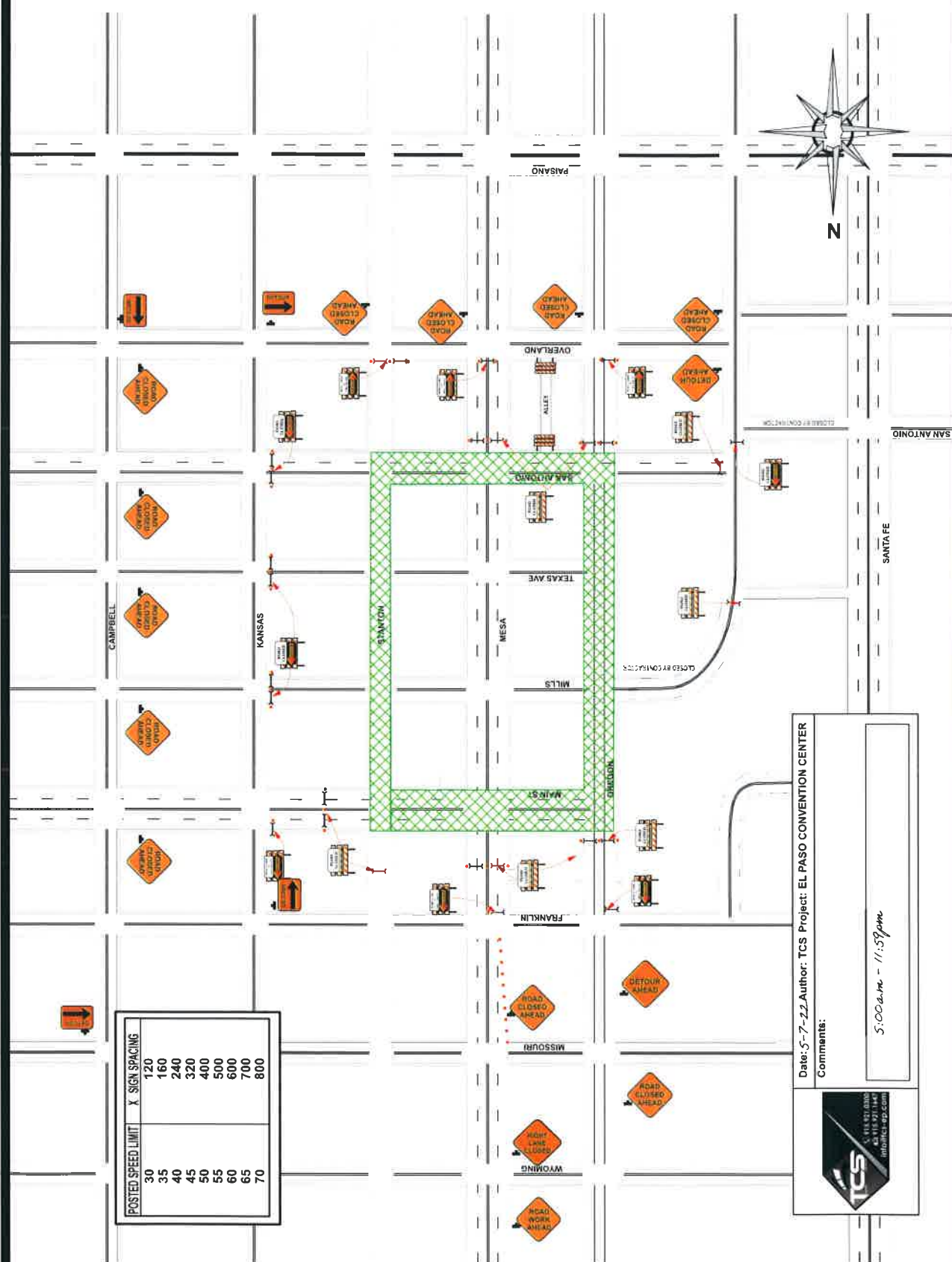
POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800





**TCS**  
 111421-0000  
 401-512-1167  
 info@tcs.com

Date: 5-7-22. Author: TCS Project: EL PASO CONVENTION CENTER  
 Comments:  
 5:00a.m - 11:57pm



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: 5-7-22 Author: TCS Project: EL PASO CONVENTION CENTER  
 Comments:  
 5:00am - 11:59pm



Sun City CRIT 2022

Certificate of Insurance-

City of El Paso is SELF- INSURED

## Notice of Proposed Closure



**Event Information**

I/we (organization/individual) Destination El Paso

will be holding an event on (date) May 7, 2022 from (time) 5:00 a.m. to 11:59 p.m.

I/we are asking for your to consent to temporarily block off:

(street closure) S. Oregon to San Antonio / San Antonio to S. Stanton / S. Stanton to Mills, Mills to S Oregon

for (event) Sun City CRIT - Cyclo de Mayo

**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
CORTEZ Bldg.	310 N. MESA	✓		<i>Mary Quintal</i>
VEINTIDOS	300 N MESA	✓		<i>alberto</i>
Chelitos	115 MESA ST.	✓		<i>he a</i>
CVS	201 W. MESA	✓		<i>el c</i>
Park Tavern	204 Mills	✓		<i>Ray</i>
FELSO	212 E. Mills	✓		<i>[Signature]</i>
Church Bar	212 E Mills	✓		<i>[Signature]</i>
Nancy Borja	216 E Mills	✓		<i>Nancy Borja</i>
Josh Stokes	209 E. Mills	✓		<i>[Signature]</i>
J C LOPEZ	209 Mills	✓		<i>[Signature]</i>
Patterson	205 E Mills	✓		<i>[Signature]</i>
Jose Gonzalez	114 A Mills	✓		<i>[Signature]</i>







February 8, 2022

Dear Business Owners,

On May 7, 2022 Visit El Paso will be hosting the 2022 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, May 7, 2022. 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 May 7, 2022. 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 May 6-8, 2022. 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 15th 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 May 6-8, 2022, 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



# CYCLO DE MAYO | MAY 7, 2022 DOWNTOWN, EL PASO

CRITERIUM RACING, or a CRIT, is a unique form of cycling that stresses high-speed races contested amidst a thriving urban atmosphere for a specified number of laps on a closed course.

criteriums are historically run on short laps through city streets, they offer spectators the opportunity to watch Olympians and world and national champions up close as they ride at top speeds for up to two hours. Criterium racings ability to combine the most exciting elements of popular sports with the large-scale appeal of downtown arts and music festivals has made it the most enduring form of cycling in North America and the most spectator-friendly form of cycling with an ever-growing following of fans.

- **El Paso will host the Criterium May 7, 2022.**
- **Access to businesses will remain intact for pedestrians**
- **The event is expected to draw over 2,800 competitors and spectators from around the country**
- **Participants spend 2-3 days in the destination and contribute roughly 2,000 room nights to area hotels**
- **The event contributes an estimate \$1.1 million in economic impact each year and El Paso will host at least 5 events**

For more information:

**Amanda Fernandez, Special Events Manager**  
[afernandez@destinationelpaso.com](mailto:afernandez@destinationelpaso.com)





# CYCLO DE MAYO | MAY 7, 2022 DOWNTOWN, EL PASO

## EVENT OVERVIEW

A Criterium or CRIT is a unique form of cycling that stresses high-speed races contested amidst a thriving urban atmosphere for a specific number of laps on a closed course.

Now in its 15th 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.

El Paso's CRIT will take place annually in downtown, this year it will be held on May 7, 2022. Set up will begin at the intersection of Mesa and Main Street, access to the inner race-course will be prohibited to vehicular access beginning at 5:00am on Saturday, May 7, 2022. Pedestrian access to the inner areas will be allowed at eight (8) various crossing points between races.

## EVENT OVERVIEW

CATEGORY	START	TIME
Onsite Registration Open	11:00 AM	
Rider Warmups	12:00 PM	
Cat 4 & 5 Men	1:00 PM	35 Min
Masters 35+/45+/55+ Bonus	1:40 PM	45 Min
JR 15-16 & 17-18	2:30 PM	20 Min
JR 9-12 & 13-14	3:00 PM	20 Min
Cat 4-5 Women	3:30 PM	40 Min
Cat 2-3 Men	4:15 PM	40 Min
Kids Races	5:00 PM	25 Min
Amateur Finals	5:30 PM	45 Min
All Stars Relay Race	6:30 PM	20 Min
USA CRITS Pro 1-2-3 Women	7:00 PM	60 Min
USA CRITS Pro 1-2 Men	8:10 PM	80 Min
USA CRITS Awards	9:30 PM	

## EVENT ATTENDANCE

ESTIMATED OVERALL ATTENDANCE: **3,500**

ATHLETES: **900**

ENTHUSIASTS: **500**

PARTICIPANT GUESTS: **2,000**

MEDIA: **100**

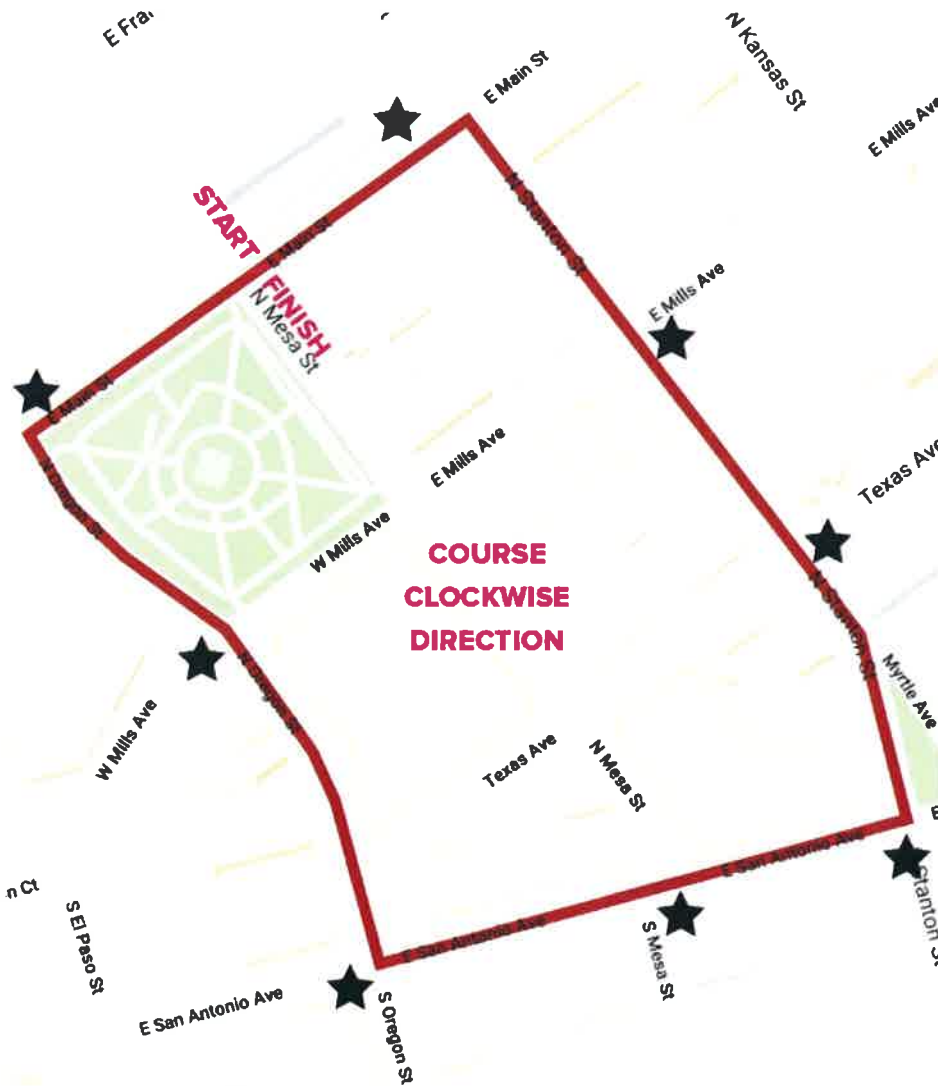


# CYCLE DE MAYO

MAY 7, 2022  
DOWNTOWN, EL PASO

## RACE COURSE INFORMATION

LOCATION	CITY CENTER - EL PASO, TEXAS
START/FINISH	E. MAIN & N. MESA STREETS
COURSE LENGTH	0.59 MILE- CLOCKWISE DIRECTION
PEDESTRIAN ACCESS	★



FILE_AS_NA	ADDR_LINE2	ADDR_CITY	ADDR_ZIP
FAMAR PROPERTIES & INVESTMENT INC	116 S OREGON ST	EL PASO	79901-2320
LR MANAGEMENT LLC	6471 CALLE DEL SOL DR	EL PASO	79912-7523
SW T-BIRD LTD	305 S EL PASO ST	EL PASO	79901-2315
LORE CORP	114 S OREGON ST	EL PASO	79901-2320
MILLS PLAZA PROPERTIES IV LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
110 S OREGON LLC	PO BOX 1797	EL PASO	79949-1797
CAPLES LAND COMPANY LLC	717 E SAN ANTONIO	EL PASO	79901-2519
EMMAUS VENTURES LLC	119 E OVERLAND AVE STE E	EL PASO	79901-2346
L R MANAGEMENT LLC	6471 CALLE DEL SOL DR	EL PASO	79912-7523
TUNG ZHI II LLC	2269 CHESTNUT STREET #47*	SAN FRANCISCO	94123
CAPLES LAND COMPANY LLC	PO BOX 1797	EL PASO	79949
EP EL CENTRO LLC	3737 GATEWAY BLVD WEST	EL PASO	79903
L & T REAL ESTATE LLC	112 S STANTON ST	EL PASO	79901-2403
KIM YONG JU & YUN SUN OK	425 HOLLYDALE DR	EL PASO	79912-4201
CAPLES LLC	300 E SAN ANTONIO AVE	EL PASO	79901-2345
MARCUS REAL ESTATE LIMITED PARTNER	PO BOX 920605	EL PASO	79902-0012
CAPLES LAND COMPANY LLC	PO BOX 1797	EL PASO	79949
MJCP LLC	8650 YERMOLAND DR	EL PASO	79907-1718
LEGATE CO TEXAS LLC	109 N OREGON SUITE 1200	EL PASO	79901-1150
YUN HOWARD	408 S EL PASO ST	EL PASO	79901-2318
KEMP JOHN P JR	221 N KANSAS ST STE 625	EL PASO	79901-1615
MONTWOOD PROPERTIES INC	109 N OREGON ST 13TH FLO*	EL PASO	79901-1148
408 ESPITA LLC	500 W OVERLAND #310	EL PASO	79901-1086
GAMEZ IRMA	410 E SAN ANTONIO AVE	EL PASO	79901-2422
COURTRON LLC	2223 MONTANA AVE STE B	EL PASO	79903-3646
SALOM OLGA M B	4351 DONNYBROOK PL	EL PASO	79902-1312
PRONTO MORTGAGE LLC	3737 GATEWAY BLVD W	EL PASO	79903-4555
FRED LOYA INSURANCE AGENCY INC	416 E SAN ANTONIO AVE	EL PASO	79901-2422
VALLE DE BRAVO INVESTMENTS INC	109 N OREGON ST FL 12	EL PASO	79901-1148
101 N MESA LTD PARTNERSHIP	PO BOX 1797	EL PASO	79949-1797
MILLS PLAZA PARKING II LP	123 WEST MILLS AVE	EL PASO	79901
THE BROKER CO	109 N OREGON ST STE 1200	EL PASO	79901-1150
TROST HILLS BUILDING LLC	112 TEXAS AVE	EL PASO	79901-2310
KOCHINDIO LLC	300 E MAIN ST 6TH FL	EL PASO	79901-1372
SANTOSCOY NORMAN R	320 S STANTON ST	EL PASO	79901-2824
NATIONAL AMERICAN INVESTMEN	202 N OREGON ST	EL PASO	79901-1102
BASSETT PARTNERS EP LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
J&M PROPERTIES LP	PO BOX 790830	SAN ANTONIO	78279-0830
BASSETT PARTNERS EP LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
CITY OF EL PASO	300 N CAMPBELL	EL PASO	79901-1402
CVS PHARMACY INC	1 CVS DR MC 2320	WOONSOCKET	2895
EP OHM HOLDINGS LLC	3712 LAGUNA PLACE	EL PASO	79902-1906
JMK5 INTERNATIONAL BUILDING LLC	308 W PARKWOOD STE 104-A	FRIENDSWOOD	77546
200 EP MESA LLC	3737 GATEWAY BLVD W	EL PASO	79903
MILLS PLAZA PROPERTIES LP	123 MILLS STE 600	EL PASO	79901-1577
CITY OF EL PASO	PO BOX 1890	EL PASO	79950-1890

TEMPE THORN RENTALS LLC	2223 MONTANA AVE STE B	EL PASO	79903-3646
AVENIDA TEXAS LLC	818 TEXAS AVE	EL PASO	79901-1504
SOUTHWEST DENTAL MANAGEMENT INC	1861 ROBERT WYNN ST STE *	EL PASO	79936-4255
BANNER HOTEL LLC	5809 ACACIA CIR	EL PASO	79912-4859
EL PASO ELECTRIC COMPANY	100 N STANTON ST	EL PASO	79901-1463
HOUSING AUTHORITY OF THE CITY OF EL PASO	304 TEXAS AVE	EL PASO	79901-1737
201 STANTON LLC	500 W OVERLAND #310	EL PASO	79901-1086
MILLS PLAZA PROPERTIES IX LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
HASIERAN LLC	500 W OVERLAND AVE STE 3*	EL PASO	79901-1086
ORO INVESTMENTS LLC	4907 CROSSROADS DR STE A	EL PASO	79922-1037
204 MILLS PARTNERS LLC	150 E SUNSET	EL PASO	79922-1018
MARTIN BUILDING LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
MARTIN BUILDING LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
BASSETT PARTNERS EP LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
MILLS PLAZA PROPERTIES VII LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
GEORGE R DIPP 2021 SPOUSAL LIFETIME ACCESS TRUST	320 TEXAS AVE 2ND FL	EL PASO	79901
UNITED STATES POSTAL SERVICE	219 E MILLS AVE	EL PASO	79901-1313
THE PALACE AT PARK CENTRAL LLC	300 E MAIN DR	EL PASO	79901-1372
THE PALACE AT PARK CENTRAL LLC	300 E MAIN DR	EL PASO	79901-1372
BULNIT INC	1955 SHERMER RD STE 300	NORTHBROOK	60062-5363
309 MILLS LLC	234 CARNES RD	EL PASO	79907-5610
COURTON LLC	2223 MONTANA AVE STE B	EL PASO	79903-3646
GAURANGA ENTERPRISES LLC	725 LAKEWAY DRIVE	EL PASO	79932-3120
SUMMIT INDIGO EP LLC	PO BOX 630036	IRVING	75063-0110
MILLS PLAZA PROPERTIES IV LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
ESCOBAR ENRIQUE	337 BORDERLAND DR STE 7	EL PASO	79932-1228
MILLS PLAZA PARKING II LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
UNKNOWN OWNER	1425 RIM ROAD	EL PASO	79902
URBAN LION LLC	6500 MONTANA AVE	EL PASO	79925-2129
MILLS PLAZA PROPERTIES IX LP	123 W MILLS AVE STE 600	EL PASO	79901-1577

Sun City CRIT Cyclo de Mayo

Saturday, May 7, 2022

General Event Info	
Event Hours	11:00 a.m.-10:00 p.m. Total Hours- 11 hours

T-Shirt Security	Time In	Time Out	Number of Security	Number of Hours	Placement
	5:00 a.m.	11:59 p.m.	13	19 hours	See attached map

Police Security	Time In	Time Out	Number of Police	Number of Hours	Placement
	5:00 a.m.	11:59 p.m.	1	19 hours	Rover for street closure/tow trucks
	10:30 a.m.	10:30 p.m.	8	12 hours	See attached map



**TABC's statutory authority to authorize this event begins Sept. 1, 2021; therefore, this authorization becomes effective on Sept. 1, 2021, even if received prior to that date. This authorization may only be used for an event held on the dates listed on this form.**

**Please Read All Instructions Prior to Completing the Application**

Failure to submit your approval form at least **10 BUSINESS DAYS PRIOR** to the event will result in late fees as follows:

- **\$300** for forms received **7 to 9 business days** prior to the event
- **\$500** for forms received **4 to 6 business days** prior to the event
- **\$900** for forms received **1 to 3 business day(s)** prior to the event

Email the Temporary Event Approval to your local TABC office using the email address below that corresponds to your TABC region. **Important:** If submitting via email you must include "Temporary Event Approval" and the type of event in the subject line of the email. Example: "Temporary Event Approval – Festival."

**Regional Office Email Addresses:**

Region 1	EventsLubbockRegion@tabc.texas.gov
Region 2	EventsArlingtonRegion@tabc.texas.gov
Region 3	EventsHoustonRegion@tabc.texas.gov
Region 4	EventsAustinRegion@tabc.texas.gov
Region 5	EventsSanAntonioRegion@tabc.texas.gov

Submission of the Temporary Event Approval and any late filing fees does not guarantee approval.

**Authorities and Responsibilities**

- Submit the following documentation, if applicable:
  - letter of permission from the location's owner authorizing the possession/sale/service of alcoholic beverages on their property (*must include property owner contact information, date/time and address of event*)
  - approvals from local officials;
  - sponsorship agreements;
  - diagram; and
  - additional documentation may be required to determine qualification.
- A Temporary Event Approval is effective for a minimum of two consecutive days and no more than four consecutive days for each temporary event. No more than ten temporary events in a calendar year may be held at the same location by the same licensee/permittee, including both File and Use Notifications and Temporary Event Authorizations.
- License/permit holders must maintain exclusive control of all phases of the possession, sale, and service of alcohol at the event location. This includes but is not limited to available brands, pricing, inventory purchase, sales, records, transportation, storage, hours of operation and employees or volunteers.
- Event hours must adhere to hours of operation authorized by local authorities.
- A copy of the Temporary Event Approval form filed with TABC must be displayed in a conspicuous place at all times during the event.
- After the conclusion of the temporary event, remaining inventory of alcoholic beverages may be returned to the primary licensed location. Certain exemptions may apply.
- The Temporary Event Approval must cover the time of receipt of the alcohol as well as its storage.
- It is the responsibility of the license/permit holder to verify and adhere to all state and local laws, ordinances, and regulations, and to obtain all necessary local approvals or authorizations. Contact the local office of the Comptroller of Public Accounts for information concerning any responsibility to submit state taxes.
- The holder of a Temporary Event Approval may only serve or sell alcoholic beverages for consumption at the location for which this approval was granted.
- The signage requirements for a Temporary Event Approval are the same as those for a primary license/permit and may include signs required by §§ 5.53, 11.041, 11.042, 61.11, and 61.111 of the Alcoholic Beverage Code and § 31.4 of TABC's Administrative Rules.

*For further information contact your local TABC office*



**TABC's statutory authority to authorize this event begins Sept. 1, 2021; therefore, this authorization becomes effective on Sept. 1, 2021, even if received prior to that date. This authorization may only be used for an event held on the dates listed on this form.**

**PRIMARY LICENSE/PERMIT INFORMATION**

1. TABC License/Permit No.: MB 620765      2. Trade Name: El Paso Convention and Performing Art
3. License/Permit Type:  
 Mixed Beverage (MB)    Private Club (N, NE, NB)    Wine/ Malt Beverage (BG)    Malt Beverage    Winery (G)

**TEMPORARY EVENT INFORMATION**

4. Event Address Street Number: 114      Street Name: W. Mills Ave.
- City: El Paso      County: El Paso      Zip Code: 79901
5. Event Date(s) & Time(s) Requested (Dates and times should include delivery and/or storage of alcohol):  
 From: Date: 5/7/22 Time: 5:00 AM  PM       To: Date: 5/7/22 Time: 11:59 AM  PM
6. Description of Event Location: (Ex: Festival, North Side of Park, etc. **Note:** Submit site map.)  
Cycling Race/Festival around San Jacinto Plaza Area
7. Type of Event (festival, picnic):  
Criterion racing which is a high speed cycling race on a closed course.
8. Does this event involve a promoter or an organizer?  Yes  No  
 If "YES," Name of Promoter or Organizer: Destination El Paso
9. Does this event involve sponsorship from an upper tier License/Permit holder? (Brewer, Distillery, Winery, Distributor, and/or Wholesaler)  Yes  No  
 If "YES," enter License/Permit number and Trade Name: \_\_\_\_\_
10. Other than the permission to sell alcohol on this property (question 12), do you have any other contracts and/or agreements (either verbal or in writing) associated with this event, such as sponsorship and/or third-party agreements?  Yes  No  
 If "YES," **attach copy, as applicable.**
11. Do you own or lease the location you are using for the event?  Yes  No
12. By checking "Yes" you confirm you have obtained all necessary authorizations from your municipality and county that may be required for your event.  Yes
13. By checking "Yes," you have obtained permission to sell alcohol from the owner of premise.  Yes  
**Attach Copy.**
14. By checking "Yes," you confirm the event location address is wet for the sale of alcoholic beverages for which you are requesting approval.  Yes  
 This must be confirmed with the County Clerk.

**IF THIS EVENT IS AT A LOCATION WITH A PENDING ORIGINAL APPLICATION THAT IS REQUIRED TO POST A 60-DAY SIGN, STOP. CONTACT YOUR LOCAL TABC OFFICE.**

**CONTACT INFORMATION**

By signing below, you affirm, and represent to TABC, that the above information is true and correct, and that you have the legal authority to request the privilege identified in this application on behalf of the named license/permit holder.

Print Name Amanda Fernandez      Signature Amanda Fernandez

Title Special Events Manager      Phone No.: 915-534-0608

Email Address: afernandez@destinationelpaso.com      Click to add date 2/8/22





Sun City CRIT 2022

Food and Merch Vendor Lists to be submitted

EO-200	EO-300	NS-102	EMA-103
EO-202	EO-302	NS-104	EMA-105
EO-203	EO-304	NS-106	EMA-107
EO-204	EO-306	NS-108	EMA-109
EO-205	EO-308	NS-110	EMA-111
EO-206	EO-316	NS-112	EMA-113
EO-208	EO-318	NS-113	EMA-200
EO-210	EO-320	NS-114	EMA-202
EO-211	SS-100	NS-115	EMA-210
EO-212	SS-101	NS-116	EMA-212
EO-213	SS-102	NS-117	EMA-214
EO-215	SS-103	NS-118	EMA-216
EO-300	SS-104	NS-119	EMA-218
EO-301	SS-105	NS-120	NS-301
EO-302	SS-107	NS-122	NS-303
EO-303	SS-109	NS-200	NS-305
EO-304	SS-110	NS-202	NS-307
EO-305	SS-111	NS-203	NS-309
EO-306	SS-112	NS-204	NS-311
EO-308	SS-113	NS-205	NS-315
EO-313	SS-114	NS-206	SO-100
EO-315	SS-115	NS-208	SO-102
EO-316	SS-116	NS-210	SO-108
EO-317	SS-118	NS-212	SO-112
EO-318		NS-213	SO-114
EO-319		NS-214	SO-116
EO-320		NS-215	
		NS-217	
		NS-219	

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**, 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, May 7, 2022**.

**2       CONSIDERATION.**

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

**2.1.1**   Manage and operate the Event from **5:00 a.m.**, to **11:59 p.m. on Saturday, May 7, 2022**, upon the route approved by the City through the Event Permit No. CSEV21-00118, or as modified in writing by the parties.

**2.1.2**   Comply with all terms of the Permit No.CSEV21-00118, 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.
- 19 EFFECTIVE DATE.** This Contract is effective as of April, 2022.

**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 4th day of April, 2022.

**CONTRACTOR:**

*M*

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

Title: Director of Operations  
\_\_\_\_\_

## Exhibit “A”