

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

**AGENDA DATE:** November 9, 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 2 and 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 Bowl Thanksgiving Day Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 25, 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 Copia St. between La Luz Ave. and Tularosa Ave. 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. (CSEV21-00059)

**BACKGROUND / DISCUSSION:**

EVENT NAME: Sun Bowl Thanksgiving Day Parade  
PERMIT CASE NUMBER: CSEV21-00059  
EVENT DATE/HOURS: Thursday, November 25, 2021, at 10:00 a.m. to 2:00 p.m.  
TRAFFIC CONTROL: Thursday, November 25, 2021, at 3:00 a.m. to 2:00 p.m.  
STATE ROW IN USE: Copia St. between La Luz Ave. and Tularosa Ave.  
APPLICANT: The Sun Bowl Association

**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, The Sun Bowl Association** (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 Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 25, 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 **Copia St. between La Luz Ave. and Tularosa Ave.** 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 Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 25, 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 **Copia St. between La Luz Ave. and Tularosa Ave.** 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 \_\_\_\_\_, 2021.

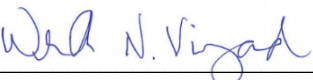
**CITY OF EL PASO:**

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

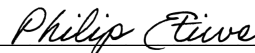
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
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 **Copia St. between La Luz Ave. and Tularosa Ave.**, in El Paso, County; and

**WHEREAS**, the local government has requested the temporary closure of **Copia St. between La Luz Ave. and Tularosa Ave.**, for the purpose of allowing **Sun Bowl Thanksgiving Day Parade**, from **3:00 a.m. on Thursday, November 25, 2021 to 2:00 p.m. on Thursday, November 25, 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 **9th** day of **November 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: Tomas Treviño, 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**

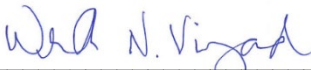
Executed on behalf of the local government by:

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

  
\_\_\_\_\_  
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 Treviño, P.E.,  
El Paso District Engineer

Date: \_\_\_\_\_





# City of El Paso Special Event Permit Parade



Permit No: **CSEV21-00059**  
Event Name: **SUN BOWL THANKSGIVING DAY PARADE**  
Issued: **10/25/2021**  
Expires: **11/25/2021**

### Applicant

BERNIE OLIVAS  
4150 PINNAVLE SUITE 100  
EL PASO, TX 79902

**Description:** Parade Route: Starts at Campbell and Montana ends at Montana and Copia. Pre-Staging: Montana Avenue between North Campbell Street and North Kansas Street, North Kansas Street and North Stanton Street, North Stanton Street and North Mesa Street, and left lane and half street closure on North Stanton Street between Wyoming Avenue and East Rio Grande Avenue.

**EPPD:** El Paso Police Department has no objections with this event. The Department will police the event with 192 officers and 72 vehicles. Traffic control times will be from 4:00 to 13:00 on 11/25/2021.

**EPPD:** Float and food truck inspections required. PSA's will be sent to PIO for dissemination.

**Streetcar:** Applicant has complied with the Track Access Program requirements and has been issued an approved Track Access Permit.

Event Type: Parade                      Park Use: No                      Amplification: Yes  
Participants/Attendees: 4,000              Event Staff/Volunteers: 700  
Vehicles: 100                      Animals: No                      Other:

### EVENT

Start Date: 11/25/2021  
Start Time: 10:00  
End Date: 11/25/2021  
End Time: 14:00

### STREET MONITORING

Start Date: 11/25/2021  
Start Time: 03:00  
End Date: 11/25/2021  
End Time: 14:00

### \*\* 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. Permittee 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

Applicants Signature



## Parades and Public Assemblies

**All parade and public assembly requests shall comply with the following as conditions of the permit:**

1. The permittee(s) shall comply with all provisions of Section 13.36 (Parades and Public Assemblies), permit directions, conditions and all applicable laws and ordinances.
2. The permittee(s) shall not allow the parade to begin, proceed or continue until such time as the applicable traffic control plan or method is set up and functioning.
3. The permittee(s) shall not make an exclusive use of any City-Controller park or park facility for a demonstration except in compliance with Section 13.24.200 of the City code.
4. The permittee(s) shall take all steps necessary to keep the area for the public assembly clean or the parade route clean and free of animal excrement during the event.
5. The permittee(s) shall, immediately upon the conclusion of the event, clean and remove all litter and debris left on the roadways, sidewalks, and other public right-of-ways by participants, animals, floats and vehicles used in the event and by spectators to the event.
6. The permittee(s) shall coordinate any requests for fireworks with the El Paso Fire Department prior to the issuance of the parade permit.
7. Use of animals, including but not limited to horses, dogs and cats shall be coordinated with the Animal Services Department. Permittee(s) are responsible for ensuring adequate cleaning is conducted in conjunction with the use of animal participants.
8. The permittee may, no later than fourteen business days prior to the day of the event, request the assistance of the City with such cleaning and if provided, the permittee shall be responsible for his costs of the City cleaning. Such request shall be made on a form provided by the City and filed with the permit official. In the event that the permittee does not request and receive the assistance of the City with such cleaning and the permittee fails to clean and remove all such litter and debris within four hours of the end of the event, the City may perform such cleaning and the permittee shall be responsible for payment of the city cleaning costs within 10 days of receipt of the bill from the Office of the Comptroller.
9. Payment of all costs of providing On-Duty Law Enforcement officers and any other traffic control costs, less the amount of deposit made under Section 13.36.050 C of this code when applicable, shall be due and payable within ten days of receipt of the bill from the Office of the Comptroller.
10. Parade and Public Assembly participants shall comply with section 13.36.090 of the City Code: 13.36.090 - Duties of participants.
  - a. Upon the request of a peace officer, each participant who is operating a motor vehicle on a roadway pursuant to the laws of the State of Texas shall exhibit proof of financial responsibility as required under Chapter 601 of the Texas Transportation Code. A peace officer shall have the authority to prohibit the participation in a parade of any motor vehicle for which its operator cannot provide the required proof of financial responsibility.
  - b. During the course of the parade, each participant shall obey the directions of any peace officer who is directing or otherwise providing traffic control for that parade. A peace officer shall have the authority to prohibit the continued participation in a parade of any person who fails on more than one occasion to obey the directions of a peace officer.
  - c. Each participant shall remain responsible for the payment of any bridge-crossing tolls, should the parade route pass through a toll area.
  - d. All participants who enter or pass through an area under the control, direction or supervision of the United States Bureau of Customs and Border Protection shall comply with all laws, regulations and other requirements pertaining to the entry into and exit from such area.

## 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 - STREETCAR

## TRACK ACCESS PERMIT

CSSN21-00011

**Permitee:**

BERNIE OLIVAS  
4150 PINNACLE, SUITE 100 EL  
PASO, TX 79902

**On-Site POC:**

BERNIE OLIVAS  
9154907255

**Issued:** 10/22/2021

**Permit Type:** [Special Event](#)

**Work Site Location:** Street Intersection:  
Arizona/Rio Grande and Yandell

Street:  
Stanton from Arizona to Yandell

**Description of Permitted Work:**

Thanksgiving Day Parade

**Valid From:** 11/25/2021

**Valid To:** 11/25/2021

**Military Time:** 05:00 - 14:00

**YOU MUST NOTIFY STREETCAR DISPATCH 30 MINUTES PRIOR TO ENTERING RIGHT-OF WAY (ROW), AND WHEN EXITING THE ROW at (915) 212-3454 OR (915)212-3425.**

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

1. PERMITTEE AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, MTD AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES, LOSS, DAMAGE, COSTS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), WHETHER DIRECT OR INDIRECT, DUE TO BODILY OR PERSONAL INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR PROPERTY LOSS ARISING OUT OF PERMITTEE'S ACTIONS, OMISSIONS, AND/OR ACTIVITIES. IN THE EVENT A THIRD PARTY MAKES A CLAIM OR FILES A LAWSUIT AGAINST THE CITY AND/OR MTD FOR ANYTHING RELATED TO PERMITTEE'S ACTIONS, OMISSIONS, OR ACTIVITIES, THE PERMITTEE SHALL DEFEND SUCH CLAIM OR LAWSUITS ON BEHALF OF THE CITY AND/OR MTD AT PERMITTEE'S SOLE COST AND EXPENSE. PERMITTEE FURTHER AGREES TO REPAIR ANY DAMAGE OR DISTURBANCE TO CITY AND/OR MTD PROPERTY CAUSED BY PERMITTEE.
2. THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE EL PASO STREETCAR TRACK ACCESS PROGRAM AND THE PERMITTEE, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL PROVISIONS OF THE TRACK ACCESS PROGRAM AND OTHER APPLICABLE CODES AND ORDINANCES INsofar AS THEY AFFECT THIS PERMIT.
3. THIS TRACK ACCESS PERMIT, APPROVED TRACK ACCESS REQUEST FORM, AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE WORK SITE OR IN THE POSSESSION OF THE ABOVE NAMED PERMITTEE UNTIL COMPLETION OF ALL WORK OR EVENT.
4. EL PASO STREETCAR MUST APPROVE ANY CHANGES IN PERMITTEE OR DEVIATION FROM APPROVED PLANS.
5. THIS PERMIT IS ONLY VALID FOR THE DATES AND TIMES SPECIFIED.
6. THIS PERMIT MAY BE REVOKED FOR VIOLATION OF ANY OF THE ABOVE PROVISIONS AND/OR ALL OTHER APPLICABLE LAWS.
7. PERMITTEE, IN ACCEPTING THIS PERMIT ACKNOWLEDGES THEY 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 THE PERMIT.

*Vanessa Munoz*

**Issued By:** Vanessa Munoz

## Submission Completeness Checklist: Special Events

### REQUIRED DOCUMENTATION FOR STREETCAR TRACK ACCESS PERMIT

- SUBMISSION DEADLINES** – The following deadlines shall apply:
- Special Event activity – **30 calendar days** minimum prior to the start of the event.

**FAILURE TO COMPLY WITH THE 30 – DAY REQUIREMENT WILL RESULT IN AN AUTOMATIC DENIAL OF THE TRACK ACCESS REQUEST APPLICATION.**

- TRACK ACCESS TRAINING** – A track access training shall be completed **PRIOR TO** submittal of the Track Access Permit application. A valid ID# shall be required on the application at the time of submission. Track Access Training is available online through the Track Access Program Policy website: <http://www.sunmetro.net/streetcar/track-access>. For information regarding the online training/test, please reach out to 915-212-3465.

- APPLICATION** – Each item on this application shall be completed and all documentation required on this form shall be submitted before this application is accepted for processing, to include all signatures/initials. Submittal of an application does not constitute acceptance for processing until Streetcar staff reviews the application for accuracy and completeness.

- SITE PLAN/MAP** – Submit a site plan or map detailing the event limits or route for any “moving” events.

- RAIL INSURANCE**- All required insurance shall be submitted with the application as stipulated in Exhibit E of the Track Access Program Policy.

- TRAFFIC CONTROL PLAN** – A traffic control plan shall be submitted with the application as stipulated in Exhibit D of the Track Access Program Policy.

- SAFETY MEETING SIGN-IN SHEET** – A sign-in sheet shall be submitted after the issuance of a track access permit and prior to any work/special event taking place on the streetcar right-of-way. Refer to Exhibit K of the Track Access Program Policy for a sign-in sheet template or provide your own template with printed name and signature of all that attended.



# Exhibit A1 Track Access Request - Special Event



1.0 **Date of Submission:** \_\_\_\_\_

1.1 **Date of Event:** \_\_\_\_\_

1.2 **Hours of Event:** From \_\_\_\_\_ To \_\_\_\_\_

**Accela CSSN**

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Office Use Only

**DOWNTOWN      UPTOWN**

**CSEV:** \_\_\_\_\_

Office Use Only

2.0 **Requestor:** \_\_\_\_\_

2.1 **Title:** \_\_\_\_\_

2.2 **Company:** \_\_\_\_\_

2.3 **Address:** \_\_\_\_\_

2.4 **Cell Number:** \_\_\_\_\_

2.5 **Email Address:** \_\_\_\_\_

3.0 **Description of Event:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.0 **Number of Participants:** \_\_\_\_\_

5.0 **Limit of Access** (*describe location of event area, example – Santa Fe from Franklin to Paisano or the intersection of Oregon and University*):

6.0 **Do you have a valid Track Access Training ID# ?**       Yes, provide ID #: \_\_\_\_\_

**\*\*A Valid Track Access Training ID# is required at time of application submission, failure to provide a valid ID# will result in an automatic denial of application\*\***

*Track Access Training is provided online through the Track Access Program Policy website:  
<http://www.sunmetro.net/streetcar/track-access>. For information regarding the online training/test,  
 please contact Moraima Cervantes at 915-212-3465.*

7.0 Is your Special Event considered a “Moving” Special Event? (i.e., Walk, Run, Marathon, March, Parade)

Yes  No

***If yes, Streetcar Specific Temporary Traffic Control as referenced in Exhibit D, Typical Applications is required at time of application submission. Failure to provide a Traffic Control Plan will result in an automatic denial of application.***

8.0 Does your event include the use of vehicles or parade floats?  Yes  No

8.1 *If Yes, provide a description of vehicle(s):*

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8.2 Vehicle Height\*: \_\_\_\_\_ Vehicle Width: \_\_\_\_\_ Number of Vehicles: \_\_\_\_\_  
\* Vehicle height measured from ground level to top most element of vehicle or float.

9.0 Does your event include the use of a stage, tent, canopy, elevated platform, or any temporary structure?  Yes  No

9.1 *If Yes, provide a description of structure:*

---

---

---

9.2 Structure Height\*: \_\_\_\_\_ Structure Length: \_\_\_\_\_ Structure Depth: \_\_\_\_\_  
\* Structure height measured from ground level to top most element.

**Acknowledgements**

10.0 I \_\_\_\_\_ (the “Applicant”) understand that any encroachment into the Streetcar Operational Right-of-Way will require Streetcar Specific Temporary Traffic Control and the use of a Streetcar Flagger (if during revenue-service hours), as referenced in Exhibit D. I also understand that an approved Traffic Control Plan (TCP) or Pedestrian Control Plan (PCP) will also be required and that all flaggers and signage meet Texas Department of Transportation (TxDOT) standards incorporated in the most recent edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Furthermore, I understand that the City of El Paso will not furnish a Streetcar Flagger on my behalf, and that it is the sole responsibility of the applicant to contract with a traffic control provider. \_\_\_\_\_ (initials)

I understand when there exists multiple permits, or requests for access to the ROW it shall be the policy of EPSC to accept/process requests on a first come, first serve basis. Only one (1) Permittee may occupy the same requested portion of the ROW at a time, subsequent requests for the use of an already allocated portion of the ROW will be denied regardless of permission obtained from other COEP departments, contractors, vendors, or other regulatory entity. \_\_\_\_\_ (initials)

10.3 I understand that I must provide insurance as a condition of this permit application in accordance with Exhibit E. \_\_\_\_\_ (initials)



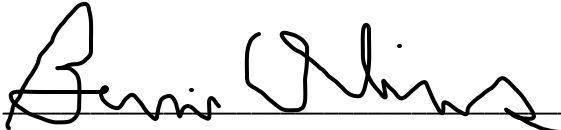
Applicant will coordinate with applicable City Departments, state, or federal agencies to obtain any necessary permits and approvals required for the proposed work and use of premises.

Applicant releases the City of El Paso ("City"), the Mass Transit Department for the City of El Paso ("MTD") and the City's and MTD's officers, employees, and agents from any liability and claims for illness, injuries, death, property damage, and/or property loss sustained by Applicant as a result of any inaction or action by the Applicant or third party on the public right-of-way.

**APPLICANT AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF EL PASO (THE "CITY"), THE MASS TRANSIT DEPARTMENT FOR THE CITY OF EL PASO ("MTD") AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS JUDGEMENTS, FINES, PENALTIES, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), WHETHER DIRECT OR INDIRECT, DUE TO BODILY OR PERSONAL INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR PROPERTY LOSS ARISING OUT OF APPLICANT'S ACTIONS OMMISIONS, AND/OR ACTIVITIES. IN THE EVENT A THIRD PARTY MAKES A CLAIM OR FILES A LAWSUIT AGAINST THE CITY AND/OR MTD FOR ANYTHING RELATED TO APPLICANT'S ACTIONS, OMMISIONS, OR ACTIVITIES, THE APPLICANT SHALL DEFEND SUCH CLAIM OR LAWSUITS ON BEHALF OF THE CITY AND/OR MTD AT APPLICANT'S SOLE COST AND EXPENSE. APPLICANT FURTHER AGREES TO REPAIR ANY DAMAGE OR DISTURBANCE TO CITY AND/OR MTD PROPERTY CAUSED BY THE APPLICANTS. APPLICANT AGREES THAT FOR PURPOSES OF THIS PROVISION THE ACTIONS, OMISSIONS, AND/OR ACTIVITIES INCLUDE THOSE OF THE APPLICANT'S AGENTS, EMPLOYEES, OFFICERS, CONTRACTORS, AND SUBCONTRACTORS.**


ACKNOWLEDGEMENT: I attest that this application is complete and accurate to the best of my knowledge. I understand that any inaccurate or incomplete information provided on this application may delay or be cause for denial of the Track Access Permit. Furthermore, I attest that I have read, fully understand, and accept all conditions and requirements of the Track Access Program Policy.

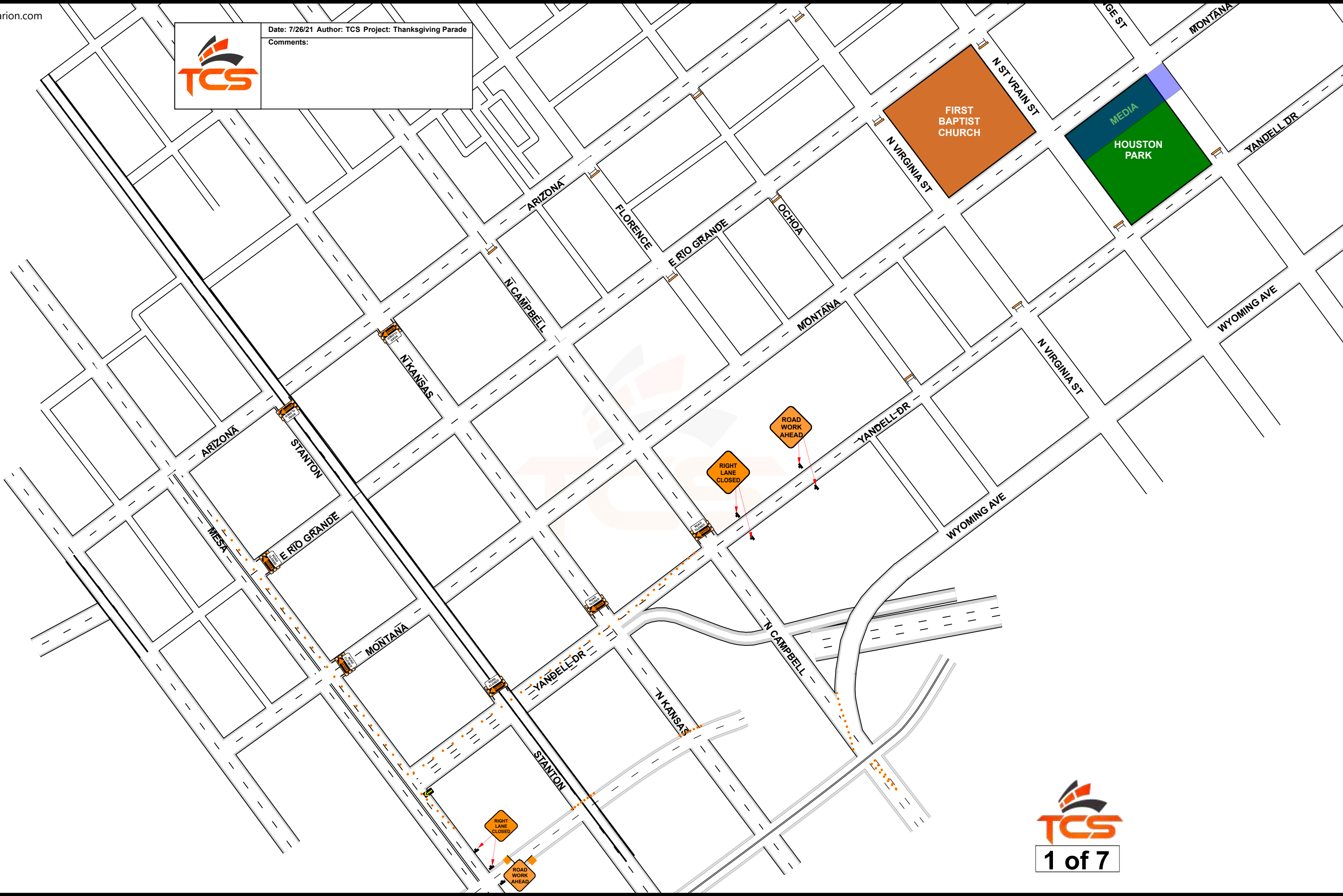
10.4 Applicant Name: \_\_\_\_\_

10.5 Applicant Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

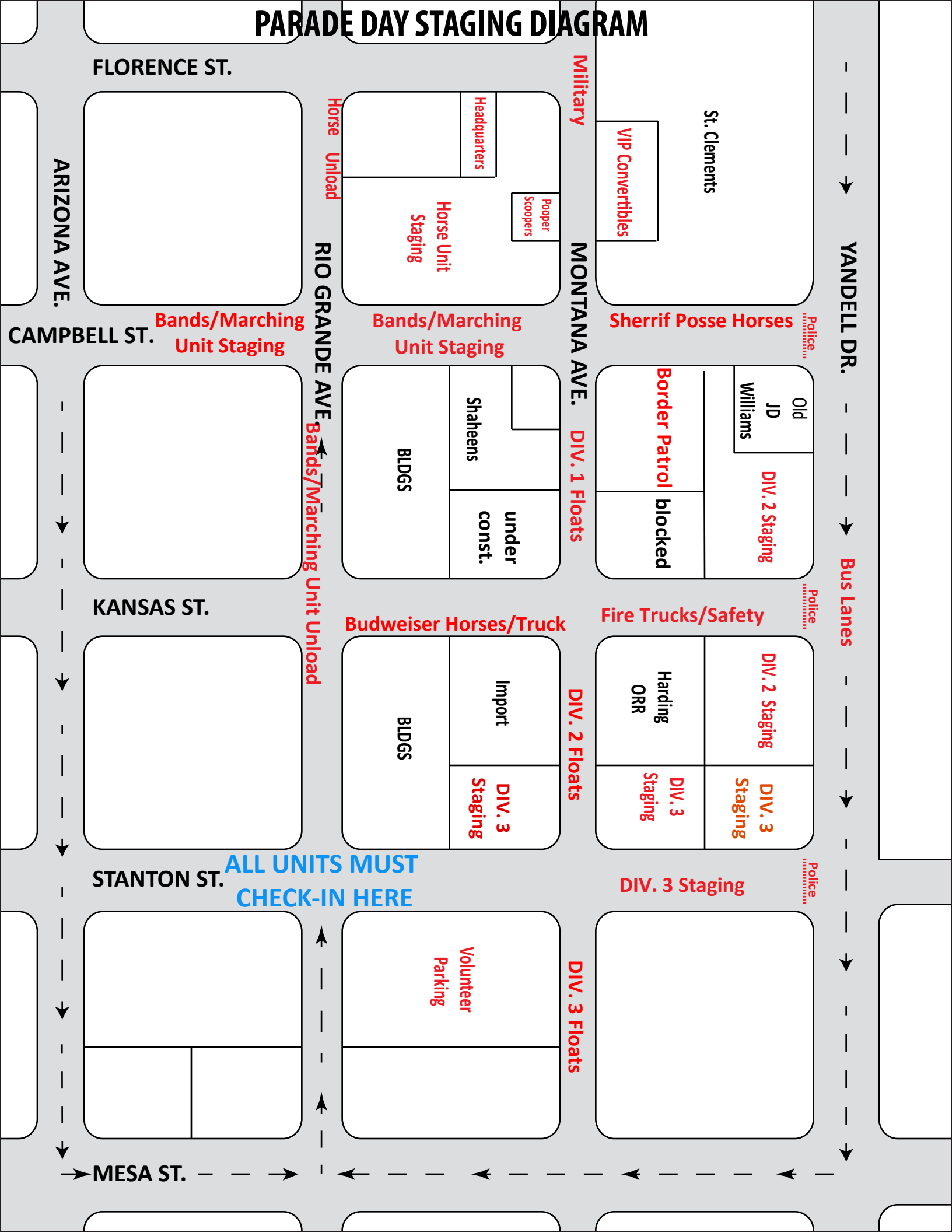
**Submit Completed Applications through the City of El Paso  
Online Permitting System:**

<https://epermits.elpasotexas.gov/CitizenAccess/Default.aspx>

 Date: 7/26/21 Author: TCS Project: Thanksgiving Parade  
Comments:



# PARADE DAY STAGING DIAGRAM



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/21/21

**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).**

<b>PRODUCER</b>	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	<b>CONTACT NAME:</b>	SPORTS	
		<b>PHONE (A/C, No. Ext):</b>	800-441-3994	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	KK.SPORTS@KANDKINSURANCE.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b>	NATIONWIDE LIFE INSURANCE COMP	66869
		<b>INSURER B:</b>	NATIONAL CASUALTY COMPANY	11991
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		
<b>INSURED</b>	SUN BOWL ASSOCIATION, INC., TONY THE TIGER SUN BOWL 4150 PINNACLE, SUITE 100 EL PASO, TX 79902			

**COVERAGES****CERTIFICATE NUMBER:**

2042367

**REVISION NUMBER:**

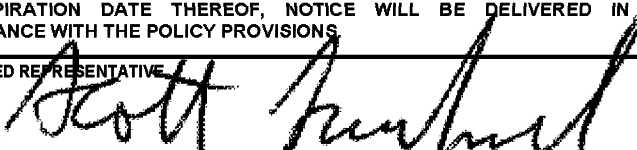
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	KKO0008971300	12:01AM 11/07/21	12:01AM 11/07/22	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 5000000 PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0008971300	12:01AM 11/07/21	12:01AM 11/07/22	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0008971400	12:01AM 11/07/21	12:01AM 11/07/22	EACH OCCURRENCE 2000000 AGGREGATE 2000000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Participant Accident			BAX0031850300	12:01AM 11/07/21	12:01AM 11/07/22	AD&D Primary Medical Excess Medical Weekly Indemnity	NC NC 25000 NC

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

EXCESS POLICY #OEX70011250-00. CARRIER: HDI GLOBAL SPECIALTY SE. EFF 11/7/21 - 11/7/22. LIMIT: \$7,000,000 EXCESS \$2,000,000.  
- SEE ADDENDUM -

**CERTIFICATE HOLDER****CANCELLATION**

THE CITY OF EL PASO ATTN: SUN METRO - EL PASO STREETCAR 10151 MONTANA AVENUE EL PASO, TX 79925	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 
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC # \_\_\_\_\_

CERTIFICATE: 2042367 DATE ISSUED: 10/21/21

**ACORD**<sup>TM</sup>

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

<small>AGENCY</small> K & K INSURANCE GROUP, INC.		<small>NAMED INSURED</small> SUN BOWL ASSOCIATION, INC., TONY THE TIGER SUN BOWL 4150 PINNACLE, SUITE 100 EL PASO, TX 79902
<small>POLICY NUMBER</small> GL KKO0008971300 AL KKO0008971300 PA BAX0031850300 EX XKO0008971400		<small>EFFECTIVE DATE: SEE ACORD 25</small>
<small>CARRIER</small> SEE ACORD 25	<small>NAIC CODE</small>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

THE CITY OF EL PASO, ITS OFFICIALS, EMPLOYEES, AGENTS AND CONTRACTORS ARE ADDITIONAL INSUREDS WITH RESPECT THE OPERATIONS OF THE NAMED INSURED.

RE: THANKSGIVING DAY SUN BOWL PARADE. DATE: 11/25/21.



# City of El Paso

## Streets and Maintenance

### Traffic Control Permit



Site Address: 170 MONTANA, EL PASO, TEXAS 79902

Permit No: **EPTC21-04540**

Issued: **10/22/2021**

Expires: **11/25/2021**

<b>Applicant</b> <b>SUN BOWL ASSOCIATION</b> BERNIE OLIVAS 4150 PINNACLE ST EL PASO, TEXAS 79902	<b>Phone Number</b> <b>Applicant: (915) 490-7255</b> <b>Barricade: (915) 216-7296</b>	<b>Barricade Company</b> <b>TRAFFIC CONTROL SPECIALIST (TCS)</b> ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
--	---	--

**WORK AUTHORIZED:** CITY OF EL PASO 2021 THANKSGIVING DAY PARADE ROUTE TO START AT N MESA ST & MONTANA AVE INTERSECTION & TRAVELS EB ALONG MONTANA AVE ENDING AT MONTANA AVE & GATEWAY S BLVD FOR 1 DAY CITY OF EL PASO SPECIAL EVENT. TCS WILL BE PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE (ASSISTED BY EPPD) FRIDAY 11/25/2021 FROM 5:00AM-2:00PM ONLY.

**TYPE OF TRAFFIC CONTROL SET UP:** 1 DAY EVENT - ROAD & ALLEY WAY CLOSURES W/ DETOUR ROUTES ALONG A MULTI-LANE ROADWAY & SIGNALIZED INTERSECTION

**Start Date:** 11/25/2021

**Expiration Date:** 11/25/2021

**Length of Term:** Short

**Event Times:** **Thursday 5:00am-2:00pm**

**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 SARS-CoV-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

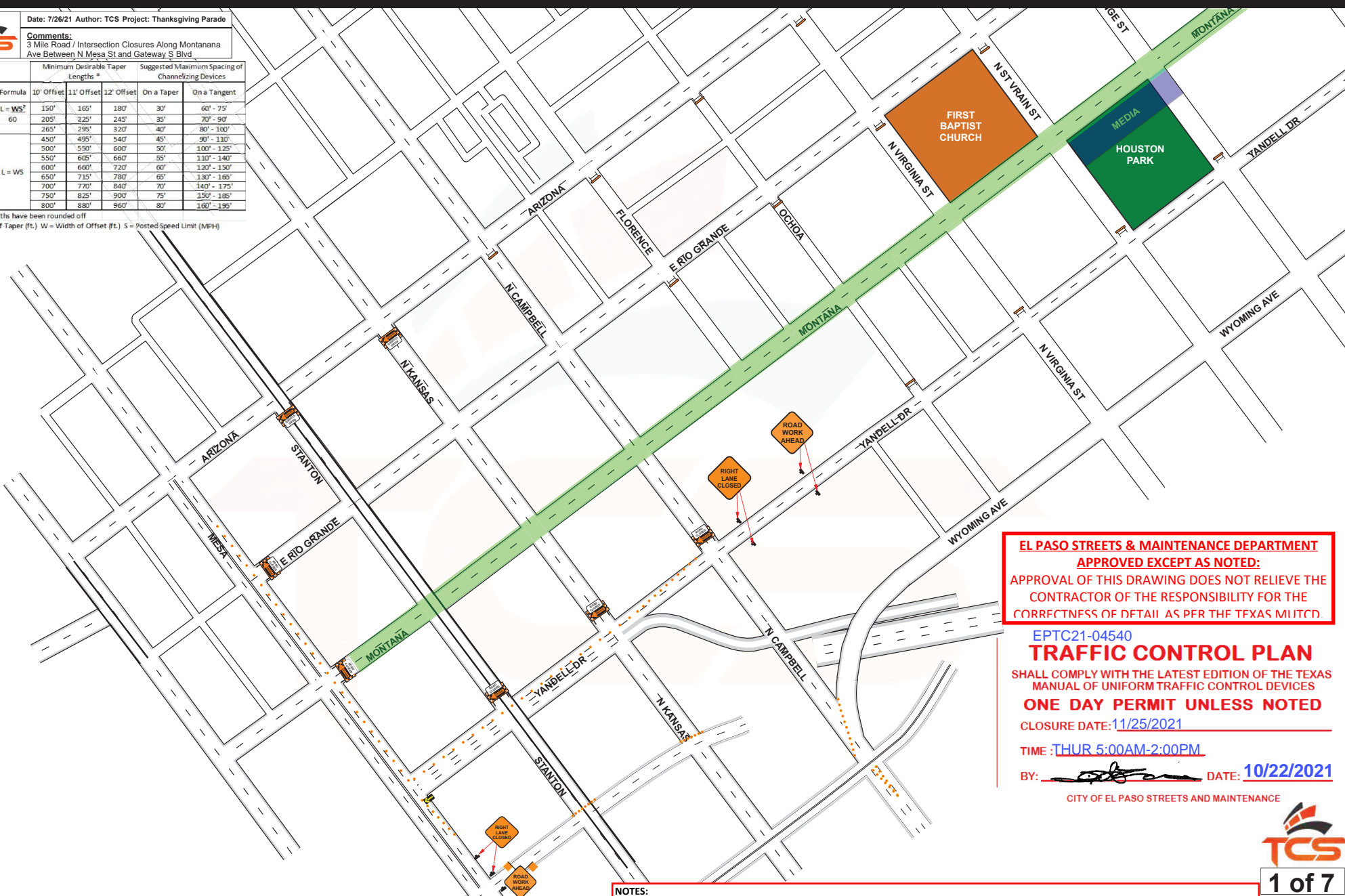


Date: 7/28/21 Author: TCS Project: Thanksgiving Parade

Comments:  
3 Mile Road / Intersection Closures Along Montana Ave Between N Mesa St and Gateway S Blvd

Posted Speed	Formula	Minimum Desirable Taper Lengths *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS <sup>2</sup>	150'	165'	180'	30'	60' - 75'
35		205'	225'	245'	35'	70' - 90'
40		265'	295'	320'	40'	80' - 100'
45		330'	375'	410'	45'	90' - 110'
50		400'	460'	500'	50'	100' - 125'
55	L = WS	550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 160'
70		700'	770'	840'	70'	140' - 175'
75		750'	825'	900'	75'	150' - 185'
80		800'	880'	960'	80'	160' - 195'

\* Taper Lengths have been rounded off  
L = Length of Taper (ft.) W = Width of Offset (ft.) S = Posted Speed Limit (MPH)



**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 PFR THE TEXAS MUTCD

EPTC21-04540  
**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: 11/25/2021  
 TIME: THUR 5:00AM-2:00PM  
 BY: [Signature] DATE: 10/22/2021  
 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.



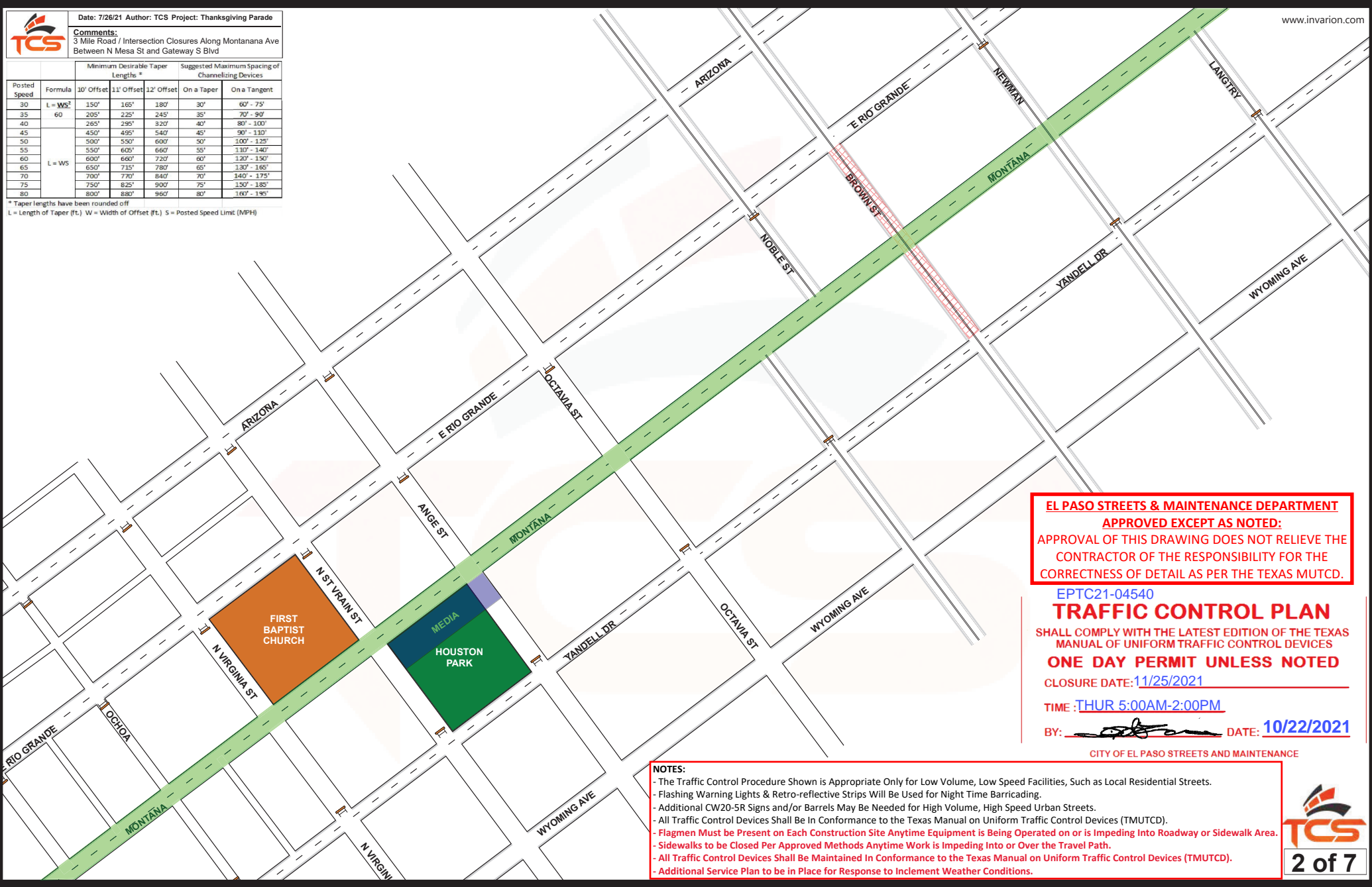
Date: 7/26/21 Author: TCS Project: Thanksgiving Parade

Comments:  
3 Mile Road / Intersection Closures Along Montana Ave  
Between N Mesa St and Gateway S Blvd

www.invarion.com

Posted Speed	Formula	Minimum Desirable Taper Lengths *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS <sup>2</sup> 60	150'	165'	180'	30'	60' - 75'
35		205'	225'	245'	35'	70' - 90'
40		265'	295'	320'	40'	80' - 100'
45	L = WS	450'	495'	540'	45'	90' - 110'
50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70		700'	770'	840'	70'	140' - 175'
75	750'	825'	900'	75'	150' - 185'	
80	800'	880'	960'	80'	160' - 195'	

\* Taper lengths have been rounded off  
L = Length of Taper (ft.) W = Width of Offset (ft.) S = Posted Speed Limit (MPH)



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

EPTC21-04540  
**TRAFFIC CONTROL PLAN**  
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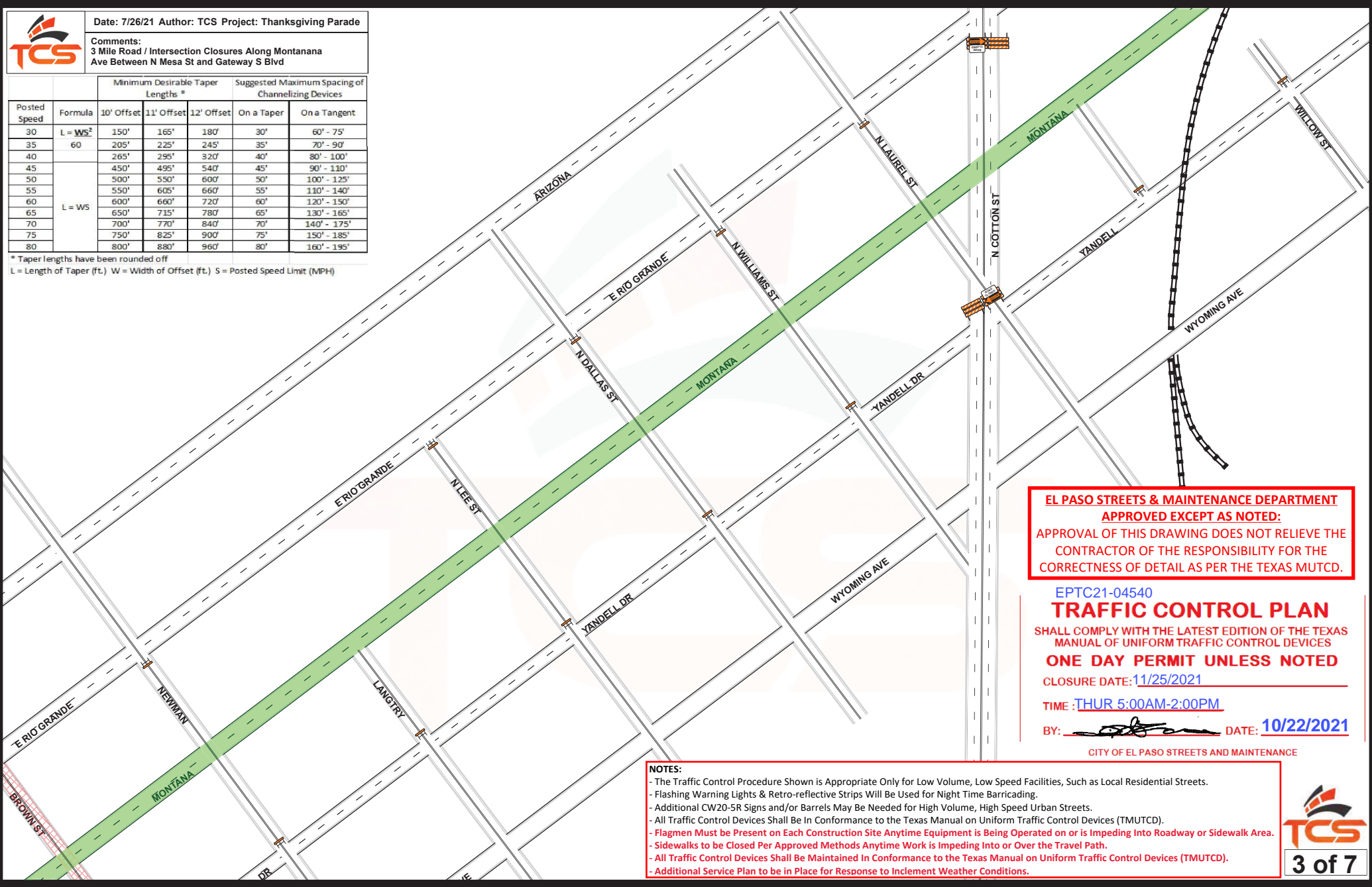


Date: 7/26/21 Author: TCS Project: Thanksgiving Parade

Comments:  
3 Mile Road / Intersection Closures Along Montana  
Ave Between N Mesa St and Gateway S Blvd

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50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70		700'	770'	840'	70'	140' - 175'
75		750'	825'	900'	75'	150' - 185'
80		800'	880'	960'	80'	160' - 195'

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**EL PASO STREETS & MAINTENANCE DEPARTMENT**  
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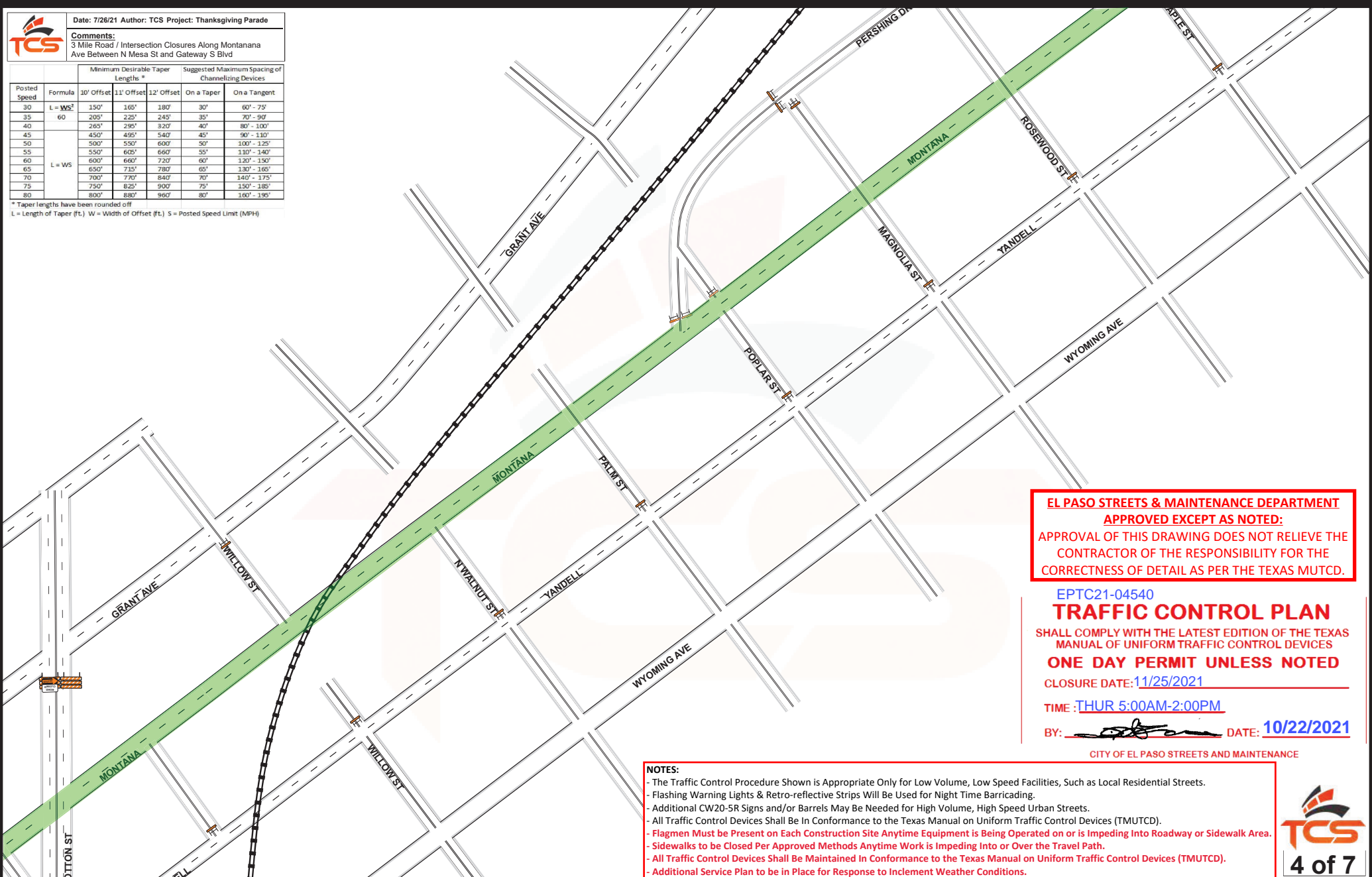


Date: 7/28/21 Author: TCS Project: Thanksgiving Parade

**Comments:**  
3 Mile Road / Intersection Closures Along Montana Ave Between N Mesa St and Gateway S Blvd

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40		265'	295'	320'	40'	80' - 100'
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50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		715'	775'	840'	65'	130' - 165'
70		700'	770'	840'	70'	140' - 175'
75		750'	825'	900'	75'	150' - 185'
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CLOSURE DATE: 11/25/2021  
TIME: THUR 5:00AM-2:00PM  
BY: [Signature] DATE: 10/22/2021

CITY OF EL PASO STREETS AND MAINTENANCE

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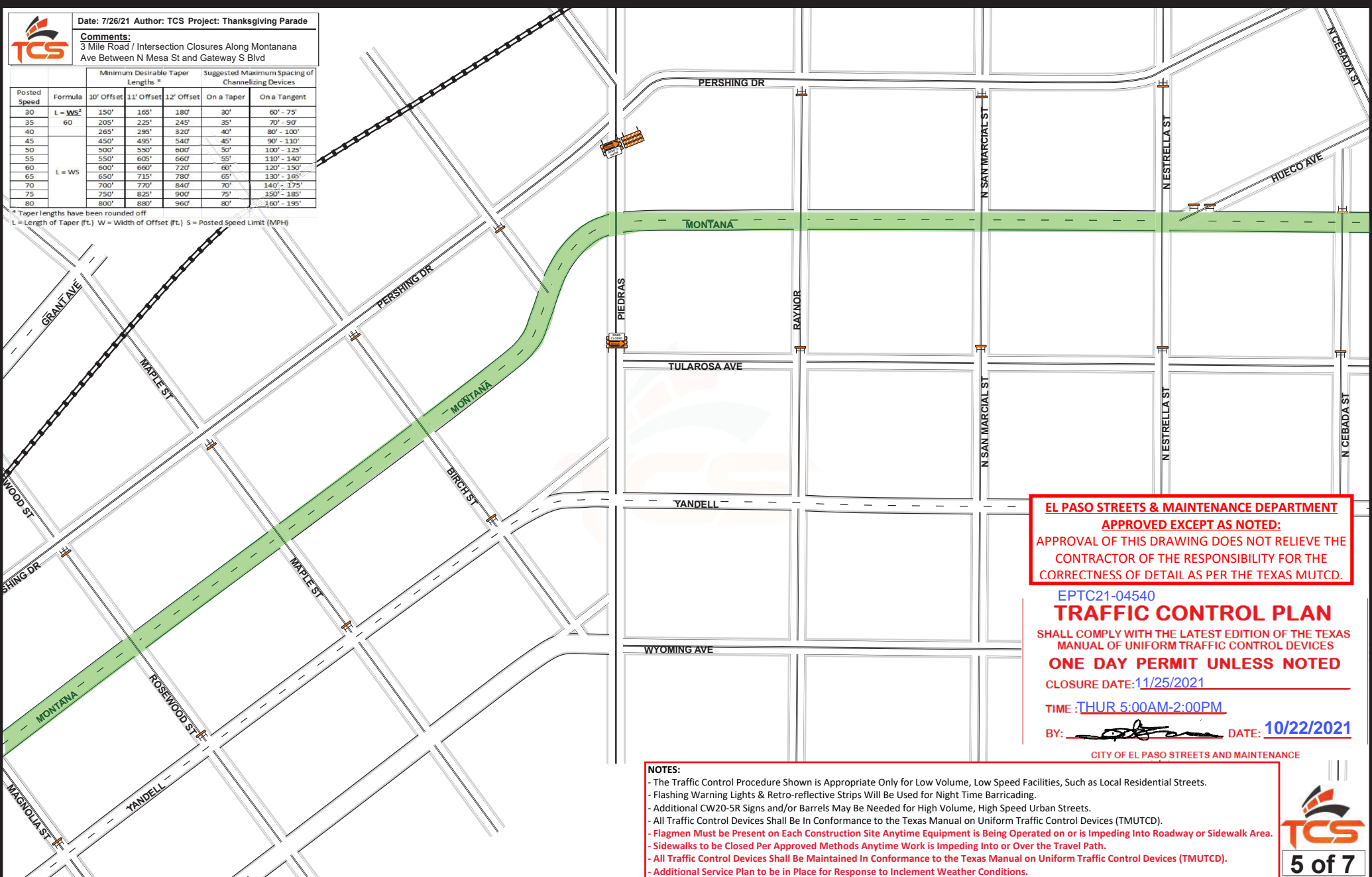


Date: 7/26/21 Author: TCS Project: Thanksgiving Parade

Comments:  
3 Mile Road / Intersection Closures Along Montana Ave Between N Mesa St and Gateway S Blvd

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30	L = WS <sup>2</sup>	150'	165'	180'	30'	60' - 75'
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50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70		700'	770'	840'	70'	140' - 175'
75	750'	825'	900'	75'	150' - 185'	
80	800'	880'	960'	80'	160' - 195'	

\* Taper lengths have been rounded off  
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EPTC21-04540  
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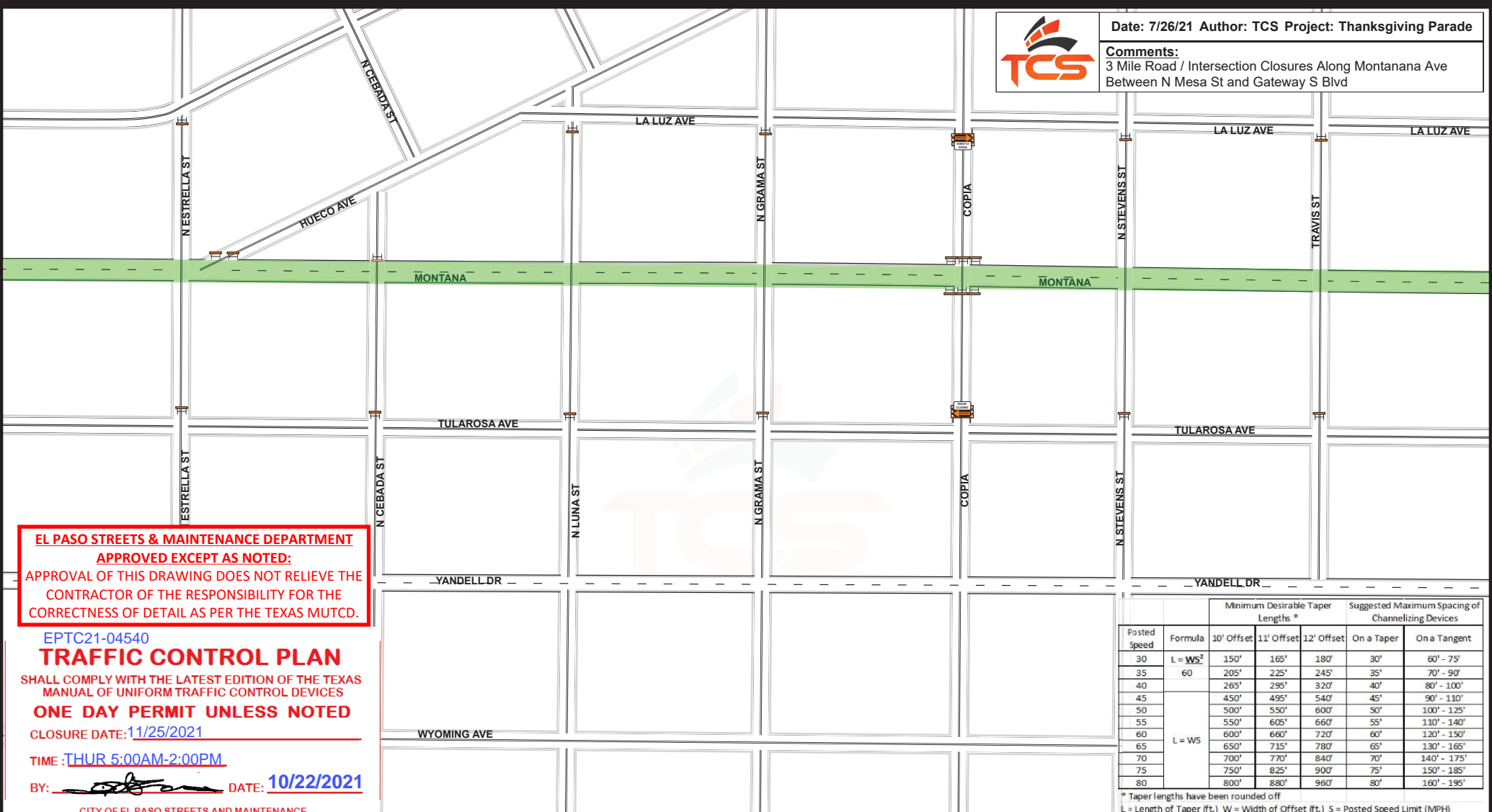
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Date: 7/26/21 Author: TCS Project: Thanksgiving Parade

**Comments:**

3 Mile Road / Intersection Closures Along Montana Ave  
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60		600'	660'	720'	60'	120' - 150'
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70		700'	770'	840'	70'	140' - 175'
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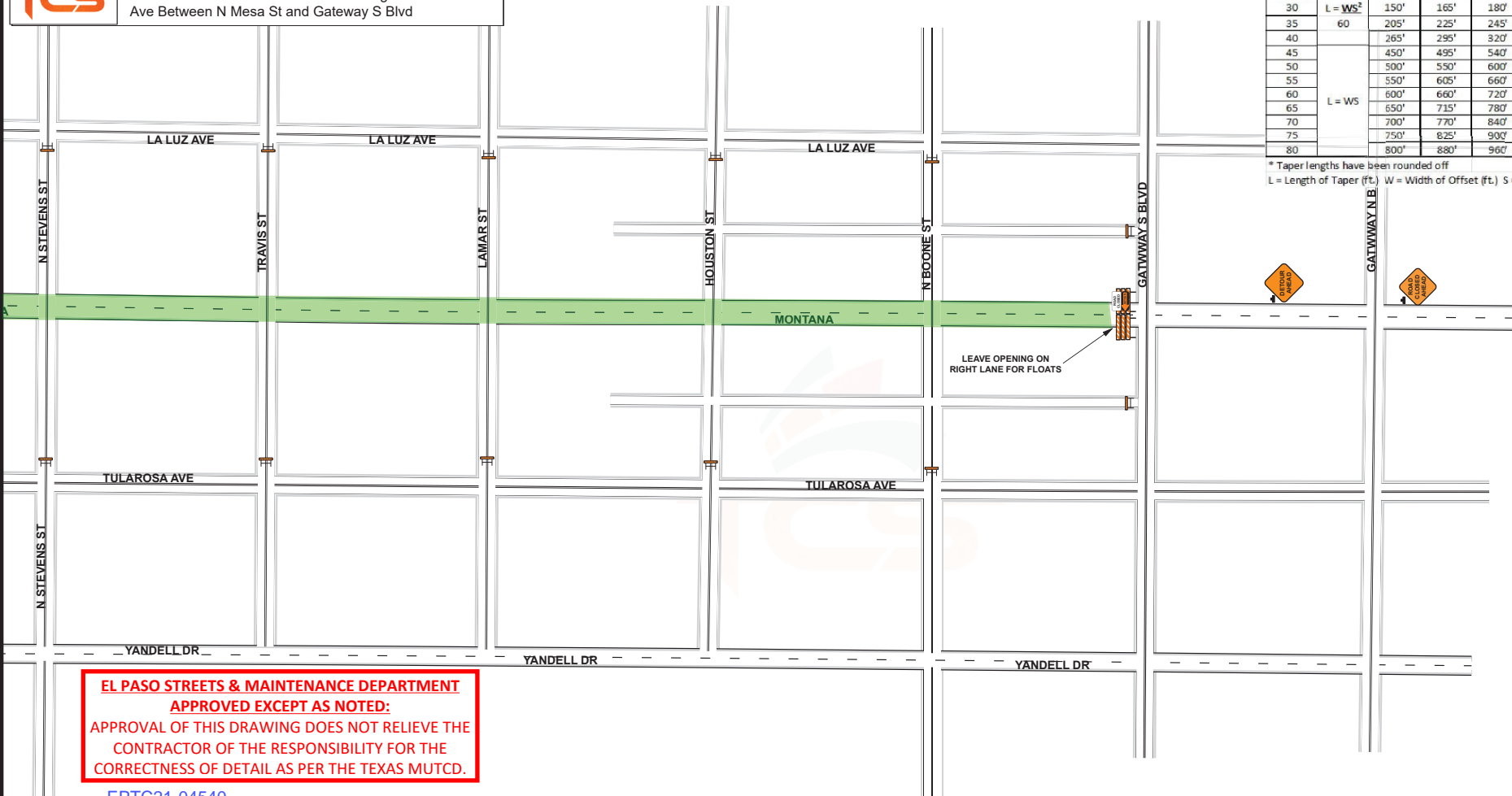
Date: 7/26/21 Author: TCS Project: Thanksgiving Parade

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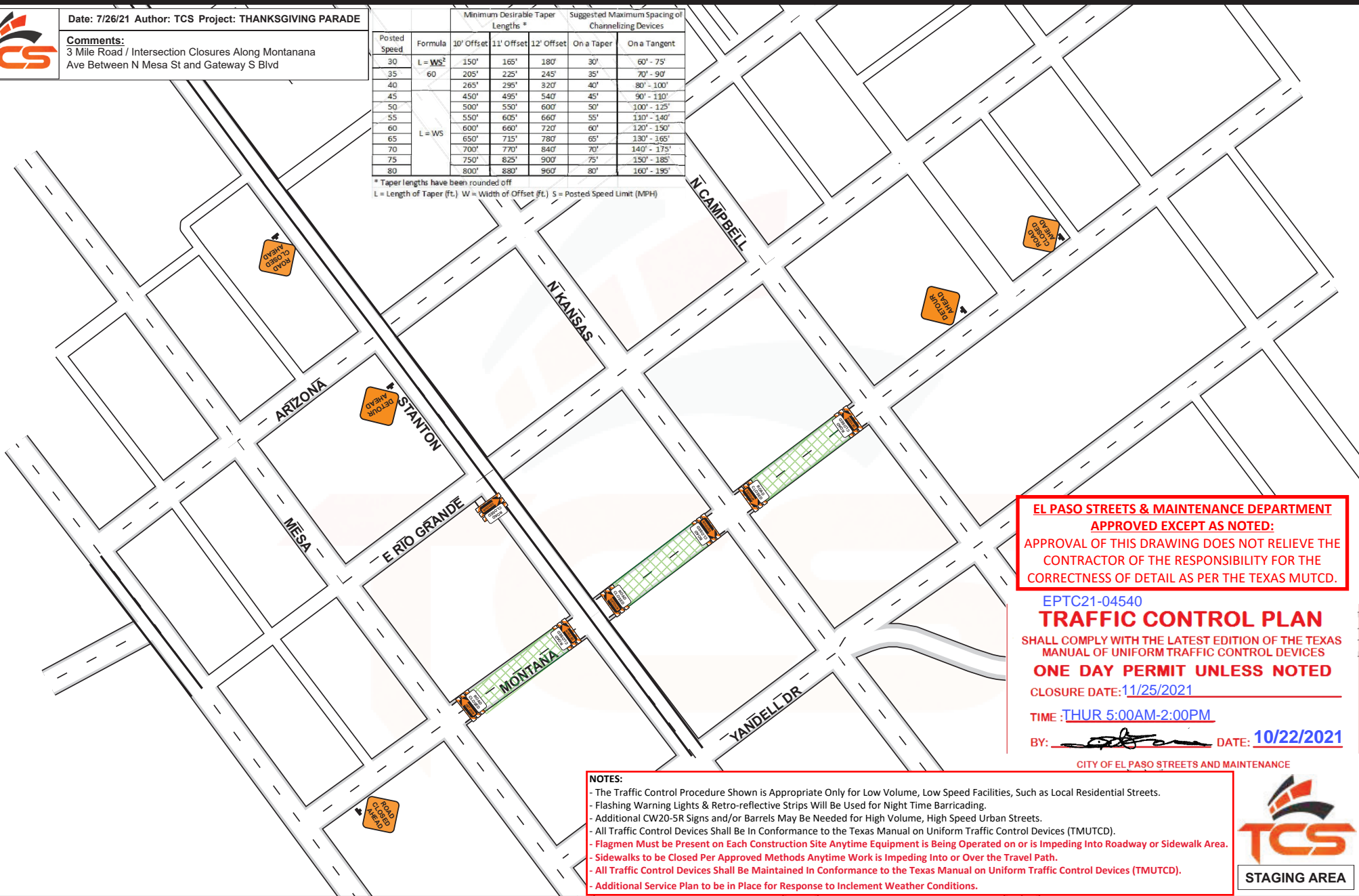


Date: 7/26/21 Author: TCS Project: THANKSGIVING PARADE

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**STAGING AREA**



Date: 07/26/21 Author: TCS Project: THANKSGIVING PARADE - EMBLEM

www.invarion.com

**Comments:**

EMBLEM STICKER INSTALLATION CLOSURE 1 DAY BEFORE THE PARADE



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CITY OF EL PASO STREETS AND MAINTENANCE

## 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)**

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 the **The Sun Bowl Association** a Texas Nonprofit corporation, hereinafter referred to as "Contractor."

**WHEREAS**, on **August 17, 2021**, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 53 of the Fiscal Year 2019 Budget Resolution; and,

**WHEREAS**, Contractor has applied and been qualified for City support under the established criteria for costs related to traffic control and public safety related to Contractor’s event, the **Sun Bowl Thanksgiving Day Parade**, hereinafter referred to as “Event”; and,

**WHEREAS**, the City Council finds that participation by the City in the Event will provide direct benefits to the public and serve the municipal purpose of providing recreational, health and community activities and benefits for the residents and visitors to the City; and,

**WHEREAS**, the City agrees to provide support as 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 from the date signed by the last party in time to sign below, who shall affix that date onto the contract, and shall be effective for a period of 30 days from the date of the Event. The event shall take place on Thursday, November 25, 2021.

**2     CONSIDERATION.**

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

**2.1.1**   Manage and operate the Event on Thursday, November 25, 2021, upon the route approved by the City through the Parade Permit No. CSEV21-00059, or as modified in writing by the parties.

**2.1.2**   Comply with all terms of the Permit No. CSEV21-00059, attached hereto as 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 13.36.080 of the City Code and/or as required by the terms of this Contract.

**2.1.4** Allow any person to participate in the Event, and may not make participation in the Event contingent upon the paying of an entry fee.

**2.2** In exchange for Contractor's services, the City agrees to provide support of the Event by covering Contractor's costs related to production of the Event in the amount up to SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) for public safety, park rental, fire permits, street cleaning, and solid waste removal fees imposed by the City. City shall send an invoice to the Contractor for any public safety, street cleaning and solid waste removal services performed by the City in excess of \$65,000.00 and Contractor shall pay such amount within 30 days of its receipt of the invoice.

**2.2.1** This assistance shall be as necessary as determined by the City in accordance with Section 13.36 of the City Code.

**2.2.2** If the City determines it appropriate, stand-by assistance from City Fire Department personnel and Emergency Medical Service personnel will present. Such personnel may inspect equipment involved in the Event and perform any other assignments as the City to be appropriate. However, nothing in this agreement shall create any additional legal duties or responsibilities other than those general duties to provide police, fire or emergency medical protection or assistance which may or may not already exist for the general public, and the City and its employees cannot and do not guarantee or otherwise provide any assurances as to the adequacy of or safety regarding any equipment which the City's employees may inspect.

### **3 IN-KIND ASSISTANCE AND PAYMENT OF CERTAIN FEES.**

**3.1** Contractor shall obtain the permits and pay for the Event as required the El Paso City Code as invoiced by the City.

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

**3.3** The City shall pay the public safety, street cleaning, park rental, fire permits and solid waste removal costs for the Event in an amount up to the dollar amount set forth herein (30) days of processing of such costs.

**3.4** Contractor shall provide recognition of the City's support of the Event by including the City logo in the Event and/or advertisements of the Event, as possible, with the City's prior approval of such.

**4 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.

**4.1** 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.

**5 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.

**6 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.

**7 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:

**7.1 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/100Dollars (\$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

**7.1.1** 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.

**7.1.2** 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.

- 7.1.3** 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.

**7.2 INDEMNITY AS A CONDITION OF THIS AGREEMENT, CONTRACTOR OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT 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 REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO ARTIST EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. ARTIST SHALL 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 ARTIST 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. ARTIST SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY ARTIST PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY ARTIST, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO ARTIST'S PROPERTY FROM ANY CAUSE.**

- 8 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.
- 9 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.
- 10 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.
- 11 TERMINATION.**
  - 11.1 Termination by Mutual Consent.** The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.
  - 11.2 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.
  - 11.3 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.
  - 11.4 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.

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

**12 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.

**13 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.

**14 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.

**15 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.

**16 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  
City of El Paso  
PO BOX 1890  
El Paso, TX 79950-1890

CONTRACTOR: The Sun Bowl Association  
Attention: Bernie Olivas  
4150 Pinnacle, Suite 100  
El Paso, Texas 79902

**17 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.

**18 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.

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.

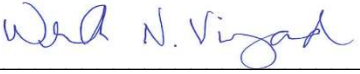
**19 EFFECTIVE DATE.** This Contract is effective as of November, 2021.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

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



**ACCEPTANCE**

The attached instrument, with all conditions thereof, is hereby accepted this 9th day of November, 2021.

**CONTRACTOR:**

Bernie Olivas

Bernie Olivas (Oct 29, 2021 09:17 MDT)

Name Printed: Bernie Olivas

Title: Executive Director