

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: Regular Consent: February 5, 2019

CONTACT PERSON/PHONE: Philip Etiwe, (915) 212-1553,
EtiwePF@elpasotexas.gov,
Klarissa Mijares, (915) 212-1544,
MijaresKX@elpasotexas.gov

DISTRICT(S) AFFECTED: 2, 3, 7, 8

SUBJECT:

A resolution that the closure of rights-of-way within the City of El Paso for the El Paso Marathon, Half Marathon and 5K from 7:00 a.m. on Sunday, February 17, 2019, to 1:00 p.m. on Sunday, February 17, 2019, 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 (SH 20) between Arizona and E. Franklin Ave., Pershing Dr. (Loop 478) between Copia and Altura and Montana Ave. (SH 62) at Mescalero 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. (CSEV18-00086)

BACKGROUND / DISCUSSION:

EVENT NAME: El Paso Marathon, Half Marathon and 5K
PERMIT CASE NUMBER: CSEV18-00086
EVENT DATE/HOURS: Sunday, February 17, 2019, from 7:00 a.m. to 1:00 p.m.
TRAFFIC CONTROL: Sunday, February 17, 2019, from 7:00 a.m. to 1:00 p.m.
STATE ROW IN USE: Mesa (SH 20) between Arizona and E. Franklin Ave, Pershing Dr. (Loop 478) between Copia and Altura and Montana Ave. (SH 62) at Mescalero
APPLICANT: El Paso Marathon Foundation

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV18-00086) event application was submitted to the City of El Paso Special Events Office. The application includes a request for permission from the State of Texas, acting through the Texas Department of Transportation (TxDOT), to use portions of Mesa (SH 20) between Arizona and E. Franklin Ave., Pershing Dr. (Loop 478) between Copia and Altura and Montana Ave. (SH 62) at Mescalero for a period in excess of four hours. For use of State right-of-way, TxDOT requires the Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30A) to be completed by the City of El Paso; the attached resolution would provide the City Manager authority to enter into this agreement between the City of El Paso and TxDOT.

ATTACHMENTS:

Resolution
TEA 30A Agreement
Contract
Issued Permit
Event Traffic Control Plan
Event Application

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Philip Etiwe
Director, Planning & Inspections Department

RESOLUTION

WHEREAS, The El Paso Marathon (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 El Paso Marathon, Half Marathon and 5K from 7:00 a.m. on Sunday, February 17, 2019, to 1:00 p.m. on Sunday, February 17, 2019 (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 (SH 20) between Arizona and E. Franklin Ave, Pershing Dr. (Loop 478) between Copia and Altura and Montana Ave. (SH 62) at Mescalero 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 El Paso Marathon, Half Marathon and 5K from 7:00 a.m. on Sunday, February 17, 2019, to 1:00 p.m. on Sunday, February 17, 2019, 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 (SH 20) between Arizona and E. Franklin Ave., Pershing Dr. (Loop 478) between Copia and Altura and Montana Ave. (SH 62) at Mescalero 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.

APPROVED this ____ day of _____, 2019.

(Signatures on the following page)

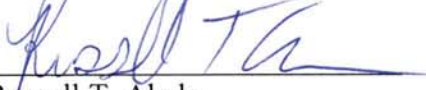


CITY OF EL PASO:

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

Dee Margo
Mayor

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 North Mesa St. (SH 20) between Arizona and E. Franklin Ave, Pershing Dr. (Loop 478) between Copia and Altura and Montana Ave. (SH 62) at Mescalero , in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of North Mesa St. (SH20) between Arizona and E. Franklin Ave, for the purpose of allowing The El Paso Marathon, Half Marathon and 5K, from 7:00 a.m. on Sunday, February 17, 2019, to 1:00 p.m. on Sunday February 17, 2019, 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 5th day of February, 2019, 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:

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

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

Article 13. SOLE AGREEMENT

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

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

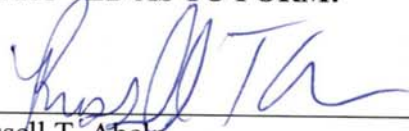
THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

Date _____

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

THE STATE OF TEXAS

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

By _____
Robert Bielek, P.E.,
El Paso District Engineer

Date _____

(Exhibits on the following pages)

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 **El Paso Marathon Foundation** a Texas Nonprofit corporation, hereinafter referred to as "Contractor."

WHEREAS, on **August 21, 2018**, 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 **El Paso Marathon, Half Marathon and 5K**, 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 effedictive for a period of 30 days from the date of the Event. The event shall take place on February 17, 2019.

2 CONSIDERATION.

2.1 The Contractor agrees to provide the following services:

2.1.1 Manage and operate the Event on February 17, 2019, upon the route approved by the City through the Parade Permit No. CSEV18-00086, or as modified in writing by the parties.

2.1.2 Comply with all terms of the Permit No. CSEV18-00086, 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 TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) 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 \$25,000.00 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. The Contractor shall obtain and provide a general liability insurance policy with a minimum One Million Dollars (\$1,000,000.00) limit, per occurrence, for personal injury, death and property damage, with a minimum One Million Dollars (\$1,000,000.00) general aggregate limit. 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 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, even where such damage, injury, loss, illness, physical or mental impairment, loss of services, or death result from or involves Negligence or allegations of negligence on the part of the City, its officers, agents, or employees. 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.

- 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: El Paso Marathon
Attention: Salvador Almeida
P.O. Box 2443
El Paso, Texas 79952

- 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.

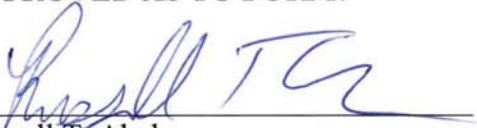
19 EFFECTIVE DATE. This Contract is effective as of _____, **2019.**

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

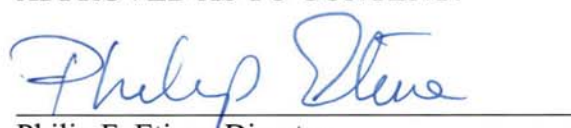
Tomás González
City Manager

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Contractor signature on the following page)

ACCEPTANCE

The attached instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2019.

CONTRACTOR:

Name Printed: Salvador Almeida

Title: _____

(Exhibit "A" on the following pages)



Event Permit Application

Parades, Temporary Events & Special Events

811 Texas Ave. El Paso, TX 79901. 915-212-1506.

SpecialEvents@elpasotexas.gov www.elpasotexas.gov/SpecialEvents

Application Type (Office Only): ☐ Parade ☐ Temporary Event ☐ Special Event

CASE: CSEV

1 **APPLICANT INFORMATION**Name of Organization: El Paso Marathon FoundationAddress: P.O. Box 2443City/State/Zip: El Paso / TX / 79952Work Phone: 915-274-52222 **CONTACT INFORMATION**Name: Mike CoulterCell: 915-274-5222Email: coultermike@yahoo.comPreferred Language: ☒ English ☐ Español3 **EVENT INFORMATION**Official Name of the Event: El Paso Marathon, Half Marathon and 5K

Event Type: ☐ Parade ☐ Procession ☒ Run/Walk ☐ Bike Race
☐ March ☐ Bazaar ☐ Carnival ☐ Block Party
☐ Celebration ☐ Street Dance ☐ Street Display ☐ Other

Purpose of Event: ☒ Fundraiser ☐ Community/Neighborhood Activity ☐ School Activity
☐ Religious Activity ☐ Other (Explain): _____

Target Audience: ☐ Children ☐ Teens ☒ Families ☐ 18 and Over ☐ 21 and Over

Does the event route or footprint cross or take place near railroad property? ☐ Yes ☒ NoAre you using a park? ☐ Yes ☒ No If yes, which one? _____Are you using a building next to your event footprint? ☒ Yes ☐ NoIf yes, what is the address? 1 Ballpark Plaza

*Parades Only- Location Assembly (where do participants start): _____

Route or Event Location Description (attach an extra sheet of paper if necessary): AttachedHow will parade participants be released? ☐ All at Once ☒ In waves/groups4 **EVENT TIMES AND TRAFFIC CONTROL**

TRAFFIC CONTROL:
Times the Street will be Closed
Including Set-up and Clean-up

EVENT TIMES:
Entire Event Duration Times

TRAFFIC MONITORING:
Times you Need Presence of
Police Officers on the Street

Traffic Control	Date	Time	Event Times	Date	Time	Monitoring	Date	Time
Start:	02/17/19	7:00 a.m.	Start:	02/17/19	7:00 a.m.	Start:	02/17/19	7:00 a.m.
End:	02/17/19	1:00 p.m.	End:	02/17/19	1:00 p.m.	End:	02/17/19	1:00 p.m.

5 **MULTIPLE DATE BREAKDOWN**

Date	Time Start	Time End	Date	Time Start	Time End

5 **EXPECTED EVENT ATTENDANCE**Number of Participants/Spectators/Attendees: 4000Event Staff/Volunteers: 125Vehicles: 0

Other (specify): _____

Total Number of People Expected: 4125

6

EVENT CLEANUP

Method of Street/Right-of-Way/Park Cleaning: ☒ Applicant ☐ City Cleaning Services
☐ Downtown Management District
☐ 3rd Party Professional Services: _____

On-Site Responsible Party for Cleanup: Mike Coulter

Cell: 915-274-5222

Cleaning and Sanitation Plan Description: Volunteers will be positioned along the route to clean up any trash generated by participants and volunteers.

*The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the services below.

If requesting City Cleaning Services **type of cleaning requested:** _____

*In the event that the City is unable to perform the requested street, sidewalk, and right-of-way cleaning services, the Applicant will be notified. Such notices do not relieve the Applicant of obligation under the El Paso City Code to keep the event areas clean of all litter and debris, whether caused by the Applicant, participants, or spectators to the event.

7

ALCOHOL SALES AND CONSUMPTION

Insurance and other provisions may be required when serving, consuming or selling alcohol. All alcohol sales require a TABC License.

Will alcoholic beverages be sold, served or consumed at the event? ☐ Yes ☒ No

Will alcoholic beverages be sold, served or consumed in a City Park? ☐ Yes ☒ No

Will alcoholic beverages be sold, served or consumed on City Right-of-Way? ☐ Yes ☒ No

FOR ALCOHOL SALES ONLY - Trade Name of TABC License Applicant: _____

8

TRAFFIC CONTROL PLAN

*Not Applicable for Parade Applications

Barricade Company: _____ Alley Affected: ☐ Yes ☐ No

Description of Closure (Street, Lane, Sidewalk, etc.): _____

9

POLICE AND SECURITY

Parades Only: Will someone other than the El Paso Police Department conduct traffic enforcement services?

☐ Yes ☒ No

If yes, what office or organization: _____

The office or organization must submit a signed letter on department letterhead indicating that they will be providing traffic enforcement services.

Are you hiring security guards? ☐ Yes ☐ No Number of Guards: _____

Security Company: _____

Contact Person: _____

Address: _____ City/State/Zip: _____

Work Phone: _____ Cell: _____ Email: _____

10

PARKING METERS

All parking meters requested for exclusive use will be bagged at 6 a.m. on the start date selected. *Additional fees may apply.*

Do you need Parking Meters **within the event footprint** to be bagged for exclusive use? ☐ Yes ☒ No

Do you need Parking Meters **outside the event footprint** to be bagged for exclusive use? ☐ Yes ☒ No

Start date of exclusive use for parking meters: _____

End date for exclusive use of parking meters: _____

Total number of days: _____ Meter Numbers: _____

From Street: _____ To Street: _____

From Street: _____ To Street: _____

11

FIRE AND SAFETY

*Not Applicable for Parade Applications

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guard may be required and must be approved by EPFD.

Will temporary fences or barriers be erected?

____ Yes ☒ No

Will temporary membrane structures be erected (tents, canopies)?

____ Yes ☒ No

Will stages or other structures be erected?

____ Yes ☒ No

Quantity and Size of Structure(s): _____

Description/Purpose of Structure(s): _____

How will you supply electrical power to your event? Electrical needs in finish line area provided by Southwest University ballpark permanent fixtures.

Will compressed gasses be used? ____ Yes ☒ No

(If Yes) Flame Type: ____ Cooking ____ Display/Ceremonial

Will the event feature or utilize fireworks/pyrotechnics? ____ Yes ☒ No

Contractor Company: _____

License: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell: _____

Email: _____

12

AMPLIFICATION USE

Will your event use amplified devices, microphones, speakers, instruments? ☒ Yes ____ No

of Microphones 1

of Speakers 2

of Amplifiers 0

Other: _____

Purpose of Amplification: ☒ Announcements

____ Ambience

____ Concert

____ Advertising

Location Description of Amplification Devices: Start line area

*Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28 (Sound Amplifying Devices) of the El Paso City code.

13

ANIMALS

Will your event feature animals? ____ Yes ☒ No Type(s) of Animals: _____

How will the animals be used during the event? _____

Will on-site housing be provided? ____ Yes ☒ No

Describe Housing: _____

*Applicants are required to keep event footprint clean and free of animal excrement during the event.

14

FOOD SALES

Will the event feature food, beverage or merchandise vendors? ____ Yes ☒ No

Approximate number of food locations: _____

Approximate number of beverage locations: _____

Approximate number of pre-packaged food locations: _____

Approximate number of exposed food locations: _____

Temporary Use of City Right-of-Way

Please print your name, address, indicate owner or occupant of the property and check off either Consent or Object with your signature below.

4

19-1007-2370 | 856558
El Paso Marathon
RTA

SPECIAL EVENT NOTIFICATION AFFIDAVIT

Special Event Permit Application Notice of Proposed Closure Requirements

Pursuant to §13.38.040(D)(3) of the El Paso City Code, the special event permit applicant must provide proof that notice of the proposed closure has been issued to each affected person and neighborhood association, if applicable, whose boundaries are included within, either wholly or partially, or whose property abuts the proposed closure area. Such notice shall be provided on a form prescribed by the Permit Official containing the name and address of each affected person, and a space in which the affected person or authorized representative of the neighborhood association may indicate with an original signature whether the affected person or neighborhood association opposes the closure.

Notice may be provided using the City of El Paso notice form and mailed by the United States mail. The notice must state the type of event, the date(s) of the event, the location of the event, the specific street closures and the time the streets will be closed. The applicant for a special event permit shall provide written notice, at applicant's expense to all affected persons defined in 13.38.020(A) of the El Paso City Code as the property owner, property manager or tenant of each property abutting the portion of a public right-of-way to be closed, and to the City of El Paso Event Permit Coordinator at One-Stop-Shop, c/o Event Permit Coordinator, 811 Texas Ave., El Paso, TX 79901.

_____ Notice must be mailed out a minimum of 30 days prior to event date.
Date of Mail-Out

Event Holder is required to include the following language on the notice:

Failure of a property owner to return written comments within fourteen (14) days shall be considered as non-opposition to the proposed Special Event.

I certify that I have received the mailing list and have sent notification to all affected persons and neighborhood association included on the list on a form prescribed by the City as per §13.38.040(D)(3) of the El Paso City Code.

Applicant Signature

Print Name

Date

Office Use Only

Date Event Notification Received: _____ Reviewed by: _____

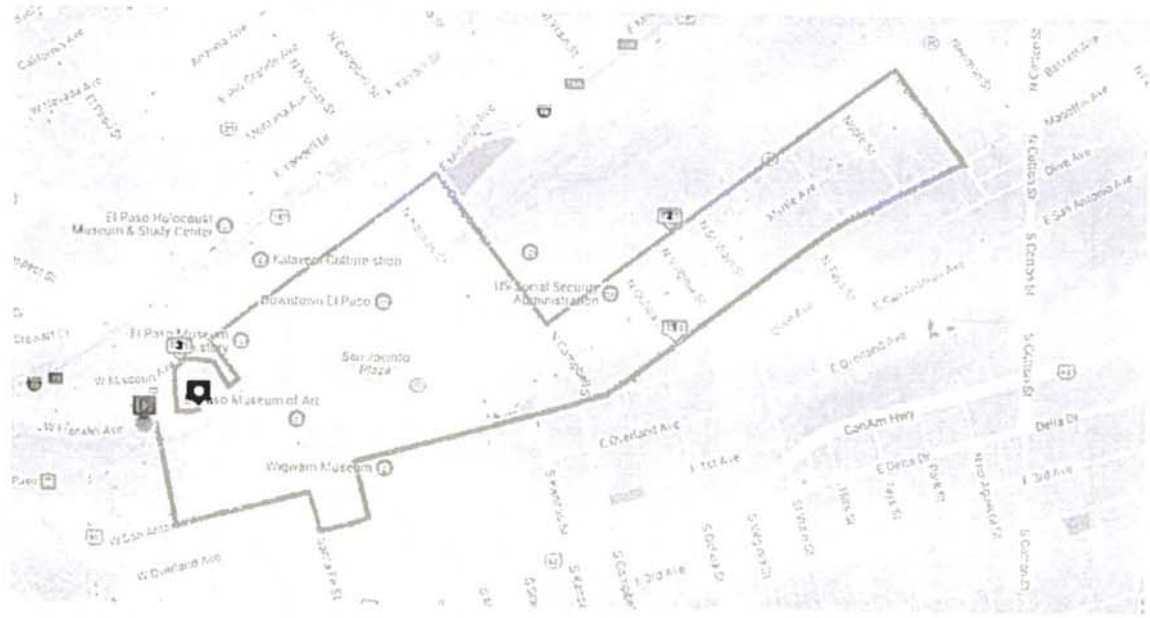
STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me this _____ day of _____, 20_____.

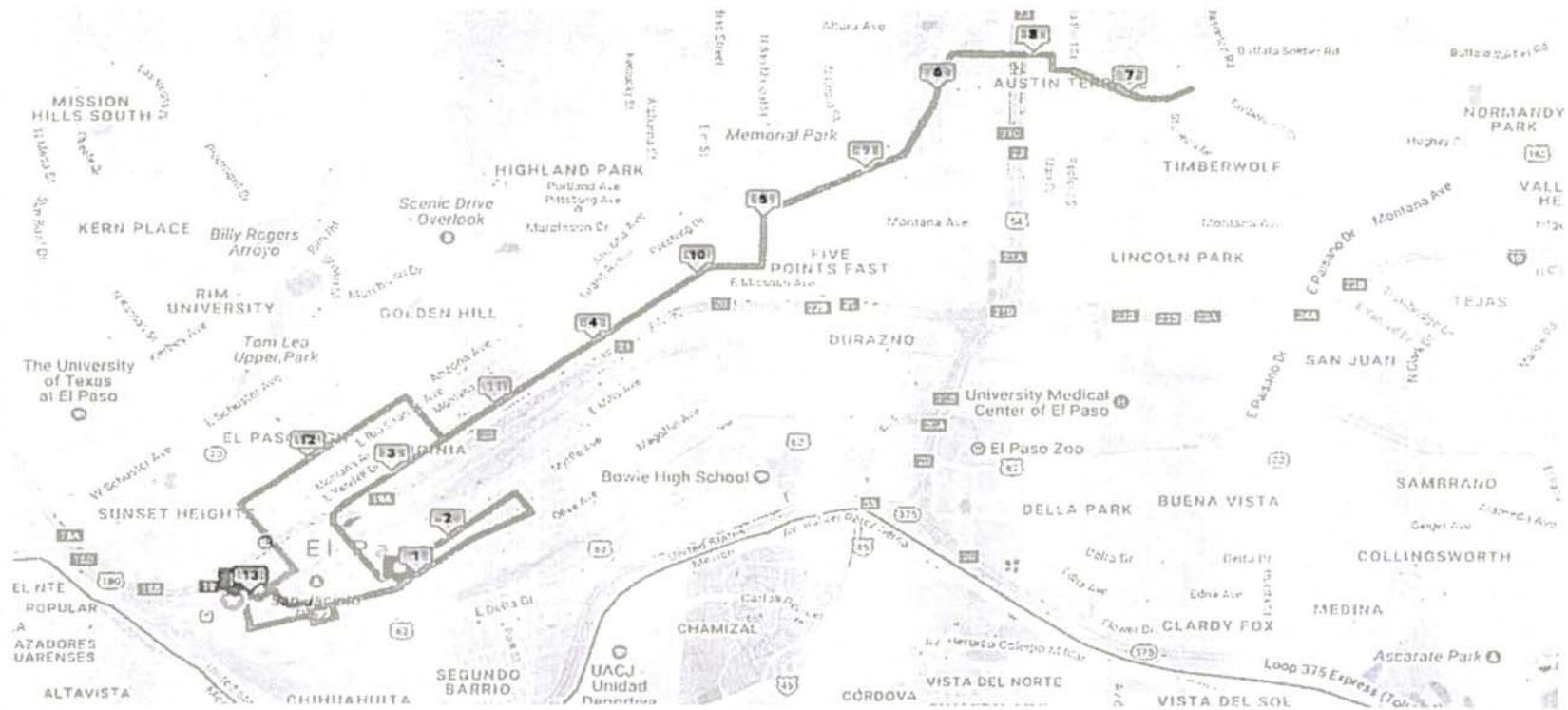
My Commission Expires:

NOTARY PUBLIC, Signature

El Paso Marathon 5K Route



El Paso Marathon 2019
Half Marathon map

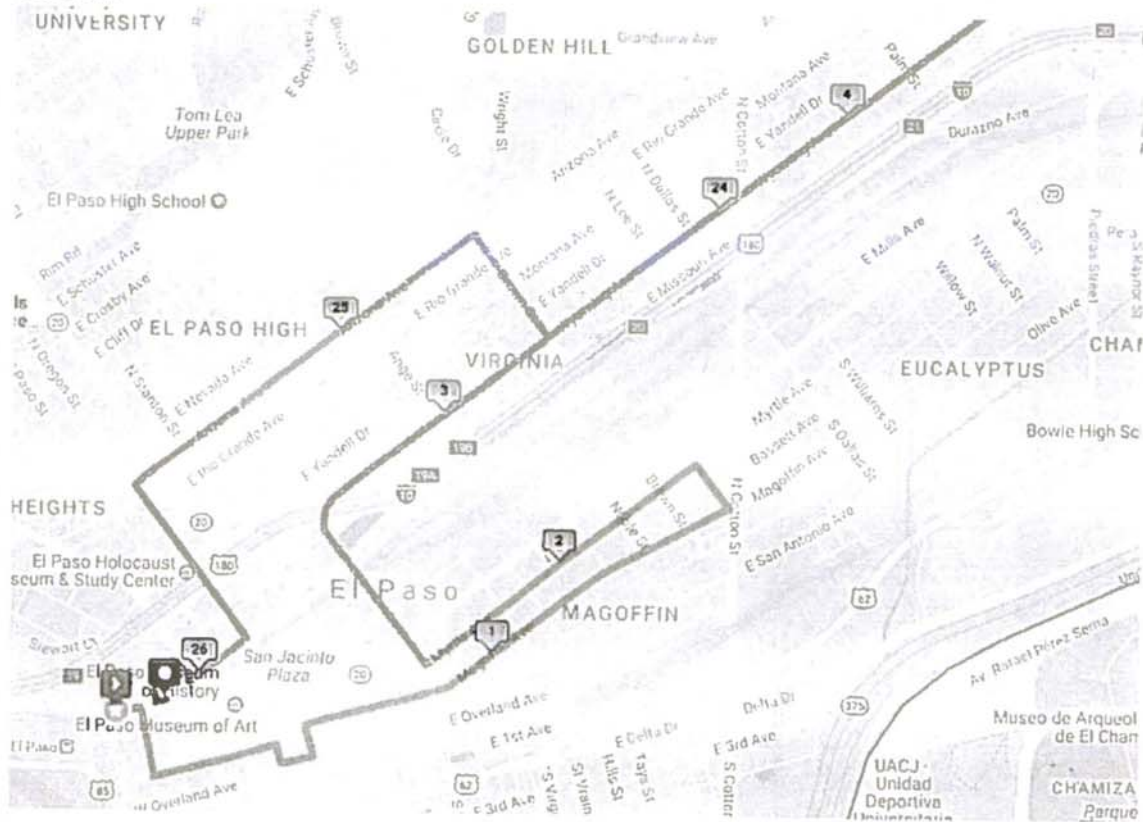


2019 El Paso Marathon

Full marathon map



Exhibit #1



19-1007-2370 | 856558

El Paso Marathon

RTA

Exhibit #2

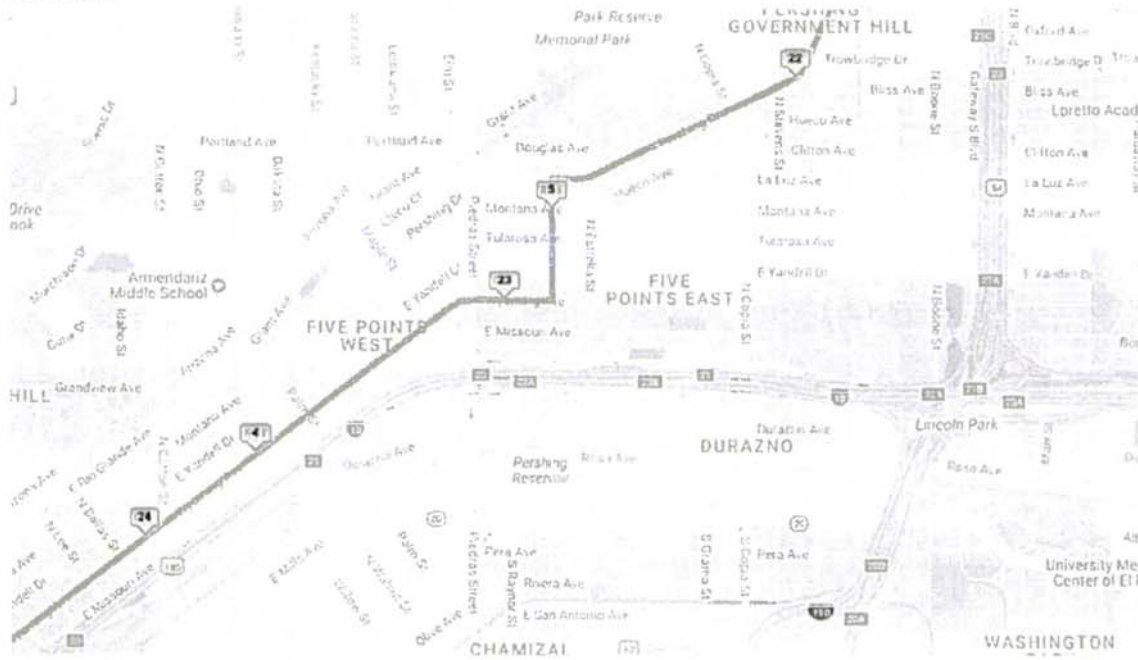


Exhibit #3



Exhibit #4



2019 El Paso Marathon

17-Feb-19

7:00 a.m. - Marathon & Half Marathon start

Marathon turn by turn

W. FRANKLIN TO DURANGO, TURN RIGHT

- DURANGO TO SAN ANTONIO, TURN LEFT
- SAN ANTONIO TO SANTA FE, TURN RIGHT
- SANTA FE TO OVERLAND, TURN LEFT

OVERLAND TO EL PASO, TURN LEFT

EL PASO TO SAN ANTONIO, TURN RIGHT

- SAN ANTONIO TO MAGOFFIN, LEFT
- MAGOFFIN TO Newman, TURN LEFT
- NEWMAN TO MYRTLE, TURN LEFT
- MYRTLE TO CAMPBELL, TURN RIGHT
- CAMPBELL TO WYOMING, TURN RIGHT
- WYOMING TO SAN MARCIAL, TURN LEFT
- SAN MARCIAL TO PERSHING, TURN RIGHT
- PERSHING TO ALTURA, TURN RIGHT
- ALTURA TO MARR, TURN RIGHT
- MARR TO HASTINGS, TURN LEFT
- HASTINGS TO TIMBERWOLF
- TIMBERWOLF TO MAGRUDER, TURN LEFT
- MAGRUDER TO HUGHEY, TURN RIGHT
- HUGHEY TO MESCALERO, TURN RIGHT
- MESCALERO TO AZTEC, TURN LEFT
- AZTEC TO SIOUX, TURN RIGHT
- SIOUX TO EDGEMERE, TURN LEFT
- EDGEMERE TO EL DORADO
- EL DORADO TO BASIL, TURN RIGHT
- BASIL TO COSMOS, TURN LEFT
- COSMOS TO BACKUS, TURN RIGHT
- BACKUS TO MONTWOOD, TURN LEFT
- MONTWOOD TO WEDGEWOOD, TURN LEFT
- WEDGEWOOD TO DEBBIE, TURN LEFT
- DEBBIE TO HEATHER, TURN LEFT
- HEATHER TO CEYLON, TURN LEFT
- CEYLON TO TRINIDAD, TURN RIGHT
- TRINIDAD TO MONTWOOD, TURN RIGHT
- MONTWOOD TO BACKUS, TURN RIGHT
- BACKUS TO COSMOS, TURN LEFT
- COSMOS TO BASIL, TURN RIGHT
- BASIL TO EL DORADO, TURN LEFT
- EL DORADO TO EDGEMERE
- EDGEMERE TO SIOUX, TURN RIGHT
- SIOUX TO AZTEC, TURN LEFT
- AZTEC TO MESCALERO, TURN RIGHT
- MESCALERO TO HUGHEY, TURN LEFT

- HUGHEY TO MAGRUDER, TURN LEFT
- MAGRUDER TO TIMBERWOLF, TURN RIGHT
- TIMBERWOLF TO HASTINGS
- HASTINGS TO MARR, TURN RIGHT
- MARR TO ALTURA, TURN LEFT
- ALTURA TO PERSHING, TURN LEFT
- PERSHING TO SAN MARCIAL, TURN LEFT
- SAN MARCIAL TO WYOMING , TURN RIGHT
- WYOMING TO BROWN, TURN RIGHT
- BROWN TO ARIZONA, TURN LEFT
- ARIZONA TO OREGON, TURN LEFT
- OREGON TO FRANKLIN, TURN RIGHT

ENTER CENTERFIELD GATE OF SOUTHWEST UNIVERSITY PARK TO FINISH LINE

Marathon map link

<http://www.mapmyrun.com/routes/fullscreen/1816750400/>

Half Marathon route turn by turn

W. FRANKLIN TO DURANGO, TURN RIGHT

- DURANGO TO SAN ANTONIO, TURN LEFT
- SAN ANTONIO TO SANTA FE, TURN RIGHT

SANTA FE TO OVERLAND, TURN LEFT

OVERLAND TO EL PASO, TURN LEFT

- EL PASO TO SAN ANTONIO, TURN RIGHT
- SAN ANTONIO TO MAGOFFIN, LEFT
- MAGOFFIN TO BROWN, TURN LEFT
- BROWN TO MYRTLE, TURN LEFT
- MYRTLE TO CAMPBELL, TURN RIGHT
- CAMPBELL TO WYOMING, TURN RIGHT
- WYOMING TO SAN MARCIAL, TURN LEFT
- SAN MARCIAL TO PERSHING, TURN RIGHT
- PERSHING TO ALTURA, TURN RIGHT
- ALTURA TO MARR, TURN RIGHT
- MARR TO HASTINGS, TURN LEFT
- HASTINGS TO TIMBERWOLF

Half Marathon runners will turn around at St. Johns & Timberwolf

- TIMBERWOLF TO HASTINGS
- HASTINGS TO MARR, TURN RIGHT
- MARR TO ALTURA, TURN LEFT
- ALTURA TO PERSHING, TURN LEFT
- PERSHING TO SAN MARCIAL, TURN LEFT
- SAN MARCIAL TO WYOMING, TURN RIGHT
- WYOMING TO BROWN, TURN RIGHT
- BROWN TO ARIZONA, TURN LEFT
- ARIZONA TO OREGON, TURN LEFT
- OREGON TO FRANKLIN, TURN RIGHT

ENTER CENTERFIELD GATE OF SOUTHWEST UNIVERSITY PARK TO FINISH LINE

5K route turn by turn

7:30 a.m. start time

Start at corner of W. Franklin & Durango,

- South to San Antonio, turn left
- San Antonio to SANTA FE, TURN RIGHT

SANTA FE TO OVERLAND, TURN LEFT

OVERLAND TO EL PASO, TURN LEFT

- El Paso to San Antonio, turn right
- San Antonio to Magoffin, veer left
- Magoffin to Newnan, turn left

Newman to Myrtle, turn left

- Myrtle to Campbell, turn right
- Campbell to E. Missouri, turn left
- E. Missouri to Santa Fe, turn left
- Santa Fe to centerfield gate of Southwest University Park, enter ball park and turn right



EXHIBIT "C"

City of El Paso Special Event Permit Parade

El Paso

Permit No: **CSEV18-00086**
Event Name: **EL PASO MARATHON, HALF MARATHON AND 5K**
Issued: **1/18/2019**
Expires: **2/18/2019**

Applicant

EL PASO MARATHON FOUNDATION
SALVADOR ALMEIDA
P.O. BOX 2443
EL PASO, TX 79952

Description: Routes for the Full, Half and 5K Marathons are attached. **El Paso Police Department:** No objections with this event. The Department will police the event with 157 officers and 151 vehicles. Traffic control times will be from 6:00 a.m. to 1:00 p.m. on 02/17/2019. **EPFD:** Any changes to street closures must be declared to EPFD. **STREETS:** No objections to proposed event route and temporary street closures. Barricades and signage to be provided by Traffic Control Specialists. Applicant/event organizer to provide trash cans and pickup trash and litter during and after event. **TXDOT:** Requires TxDOT Agreement. **DMD:** Applicant will be responsible for cleanup of route after event. Invoice will be generated for DMD services as needed. **STREETCAR:** Applicant complies with all streetcar requirements.

Event Type: Run/Walk
Participants/Attendees: 4,000
Vehicles: 0

Park Use: No
Event Staff/Volunteers: 125
Animals: No

Amplification: Yes
Other:

EVENT

Start Date: 02/17/2019
Start Time: 07:00
End Date: 02/17/2019
End Time: 13:00

STREET MONITORING

Start Date: 02/17/2019
Start Time: 07:00
End Date: 02/17/2019
End Time: 13:00

** 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. 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

E-MAILED

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.



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: STANTON & ARIZONA, EL PASO, TX 79901

Permit No: **EPTC19-00360**

Issued: **01/18/2019**

Expires: **02/17/2019**

Applicant	Phone Number	Barricade Company
MIKE COULTER P.O. BOX 2443 EL PASO, TX 79952	Applicant:915-274-5222 Barricade:915-921-0300	TRAFFIC CONTROL SPECIALIST 3120 TRAWOOD DR SUITE F EL PASO, TEXAS 79936

WORK AUTHORIZED: DMD / CSEV18-00086, EL PASO MARATHON, HALF MARATHON AND 5K STREET CLOSURES ON VARIOUS DOWNTOWN STREETS, MESA @ MONTANA, ARIZONA AND NEVADA, STANTON, YANDELL
FLAGGERS ON FRANKLIN AND OREGON, STANTON & ARIZONA

TYPE OF TRAFFIC CONTROL SET UP: STREET CLOSURES

Start Date: 02/17/2019

Expiration Date: 02/17/2019

Length of Term: Short

*** 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.

Traffic Engineer

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

Issued By Ana Wells



Special Event Track Allocation Request



Date of Submission: 12-14-2018
Date of Event: 02-17-19
Hours of Event: From To
7am 1pm

SMTAP18 -

00029

Office Use Only

DOWNTOWN

UPTOWN

Requestor: Mike Coulter
Title: Race Director
Company: El Paso Marathon
Address: PO Box 2443 / 79952
Cell Number: 915-274-5222
Email Address: coultercmike@yahoo.com



Description of Event: This is a foot race consisting of a Maratho, Half Marathon and 5K starting and finishing at Southwest University Ballpark

****Site Plan and Map of Special Event Location and Staging Areas Must Be Included with Application****

Number of Participants: 3500

Limit of Access:

Street Intersection

Arizona / Stanton San Antonio / Kansas Missouri / Stanton Missouri / Oregon
Santa Fe / Overland Arizona / Oregon San Antonio / Santa Fe Missouri / Santa Fe

Street: Arizona / Stanton from 9:30 am to 1 pm intermittent crossing all other intersections should be clear by 8am

From: 7am To: 1pm

Updated per TCP, see attached.
J.M.
1/17/19

DEC 26 PM3:20

Do you have a valid Track Access Training Card?

☒ Yes

☐ No

If Yes, provide ID #: 18-00020

Does your event run parallel, cross, or otherwise encroach into the Streetcar Operational Right-of-

Way, as depicted in Exhibit B (El Paso Streetcar System Map)?

☒ Yes

☐ No

If yes, a Streetcar Flagger and a Traffic Control Plan (TCP) will be required.

Does your event include the use of vehicles or parade floats?

☐ Yes

☒ No

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

Vehicle Height*: _____ Vehicle Width: _____ Number of Vehicles: _____

* Vehicle height measured from ground level to top most element of vehicle or float.

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

If Yes, provide a description of structure:

Structure Height*: _____ Structure Length: _____ Structure Depth: _____

* Structure height measured from ground level to top most element.

Acknowledgements

I understand that any encroachment into the Streetcar Operational Right-of-Way will require the use of a Streetcar Flagger. I also understand that an approved Traffic Control Plan (TCP) 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.
mc (initials)

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

RELEASE: In consideration of the allocation request for access to the Streetcar Operational Right-of-Way it is understood that the applicant(s) contained herein do hereby release and discharge the City, its respective officers, directors, agents, and employees, jointly and severally, from any and all liability for illness, injuries, and damages that may be suffered which arise out of or result from participation in this event.

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 Procedures.

Applicant Name: Mike Coulter

Applicant Signature: *Mike Coulter* Date: 12-14-18

Email Completed Applications To: MunozVX@elpasotexas.gov AND VillaMJ@elpasotexas.gov



J.M.
1/17/19

Legend	
	Channelizing Device
	Flagger
	Race Travel Path
	Sign Stand
	Type III

DATE	TIME
01/17/19	07:00
01/17/19	08:00
01/17/19	09:00
01/17/19	10:00
01/17/19	11:00
01/17/19	12:00
01/17/19	01:00
01/17/19	02:00
01/17/19	03:00
01/17/19	04:00
01/17/19	05:00
01/17/19	06:00

Date: 1/12/2019 Author: TCS Project: 2019 EL PASO MARATHON
 Comments:
 MESA SOFT CLOSURE AT SCHUSTER
 DETOUR: EAST ON SCHUSTER
 SOUTH ON KANSAS

PG 1 OF 3



EPTC19-00360

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: 02/17/2019

TIME: 7:00AM-1:00PM

BY: aw DATE: 01/18/2019

CITY OF EL PASO STREETS AND MAINTENANCE



J.M.
1/17/19

EPTC19-00360
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: 02/17/2019
 TIME: 7:00AM-1:00PM
 BY: AW DATE: 01/18/2019
 CITY OF EL PASO STREETS AND MAINTENANCE

- Legend**
- Channelizing Device
 - Flagger
 - Race Travel Path
 - Sign Stand
 - Type III

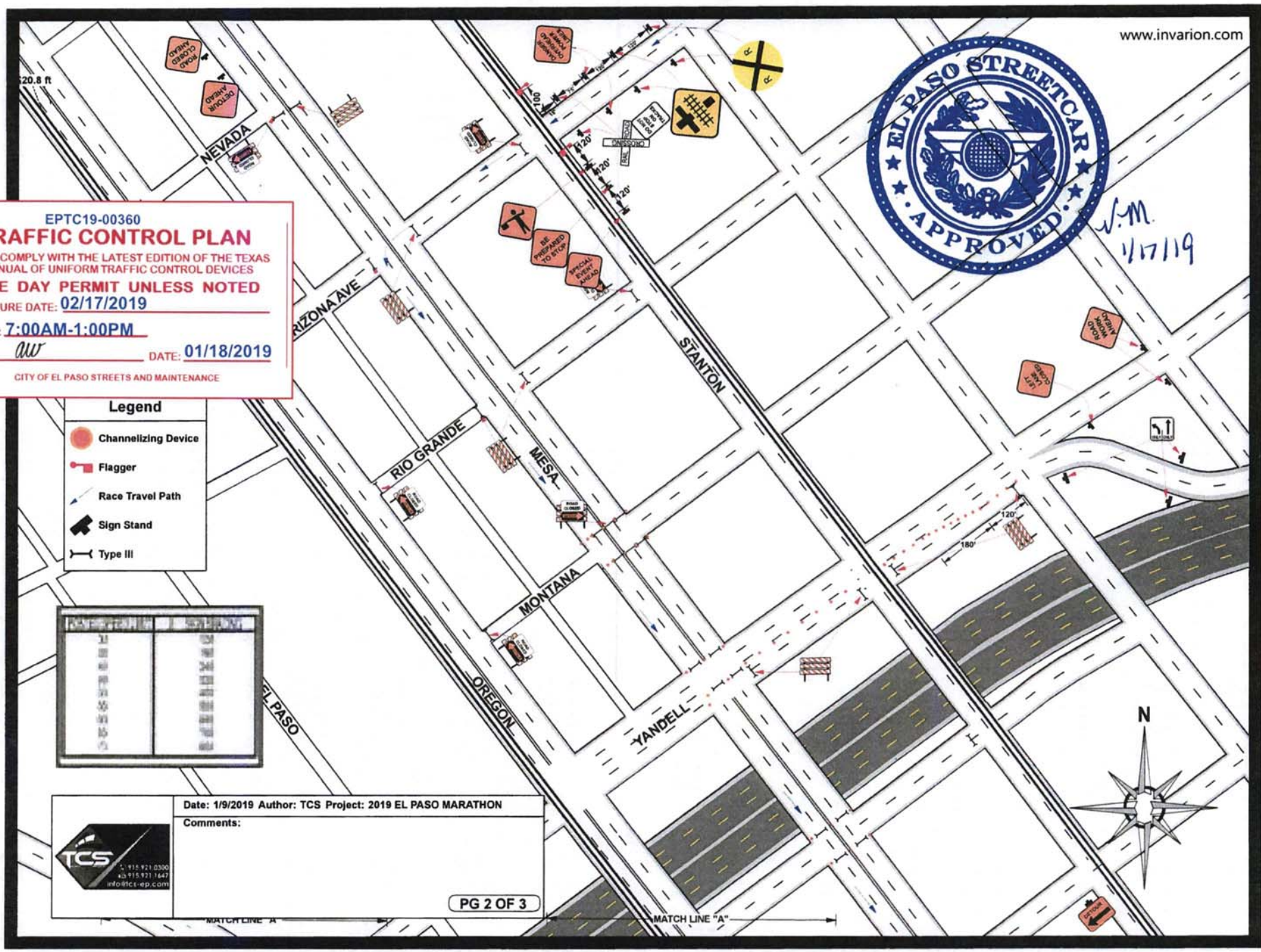
TYPE	QUANTITY
Channelizing Device	100
Flagger	2
Sign Stand	10
Type III	10

Date: 1/9/2019 Author: TCS Project: 2019 EL PASO MARATHON

Comments:

TCS
 915.921.0300
 915.921.1442
 info@tcs-ep.com

PG 2 OF 3



EPTC19-00360

TRAFFIC CONTROL PLAN

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CITY OF EL PASO STREETS AND MAINTENANCE

Legend

-  Channelizing Device
-  Flagger
-  Race Travel Path
-  Sign Stand
-  Type III

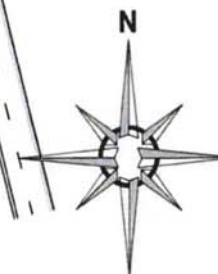
STADIUM

STATION	TYPE	DATE
100	1	1/18/19
101	1	1/18/19
102	1	1/18/19
103	1	1/18/19
104	1	1/18/19
105	1	1/18/19
106	1	1/18/19
107	1	1/18/19
108	1	1/18/19
109	1	1/18/19
110	1	1/18/19
111	1	1/18/19
112	1	1/18/19
113	1	1/18/19
114	1	1/18/19
115	1	1/18/19
116	1	1/18/19
117	1	1/18/19
118	1	1/18/19
119	1	1/18/19
120	1	1/18/19



Date: 1/9/2019 Author: TCS Project: 2019 EL PASO MARATHON

Comments:



CITY OF EL PASO - STREETCAR

TRACK ACCESS PERMIT

SMTAP18-00029

Permittee: Mike Coulter

PO Box 2443

El Paso, TX 79952

915-274-5222



Issued:

1/17/2019

Work Site Location: See attached TCP for street intersections affecting streetcar right-of-way.

Description of Permitted Work:

This is a foot race consisting of a Marathon, Half Marathon and 5K starting and finishing at Southwest University Ballpark.



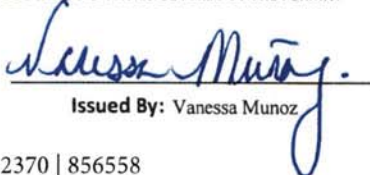
Permit Type:
SPECIAL EVENT

Valid Only From:
0700 - 1300 HOURS
On
2/17/2019

YOU MUST NOTIFY STREETCAR DISPATCH 30 MINUTES PRIOR TO ENTERING RIGHT-OF WAY (ROW), AND WHEN EXITING THE ROW at (915) 212-3459 or (915) 212-3460 or (915) 212-3461

***** NOTICE *****

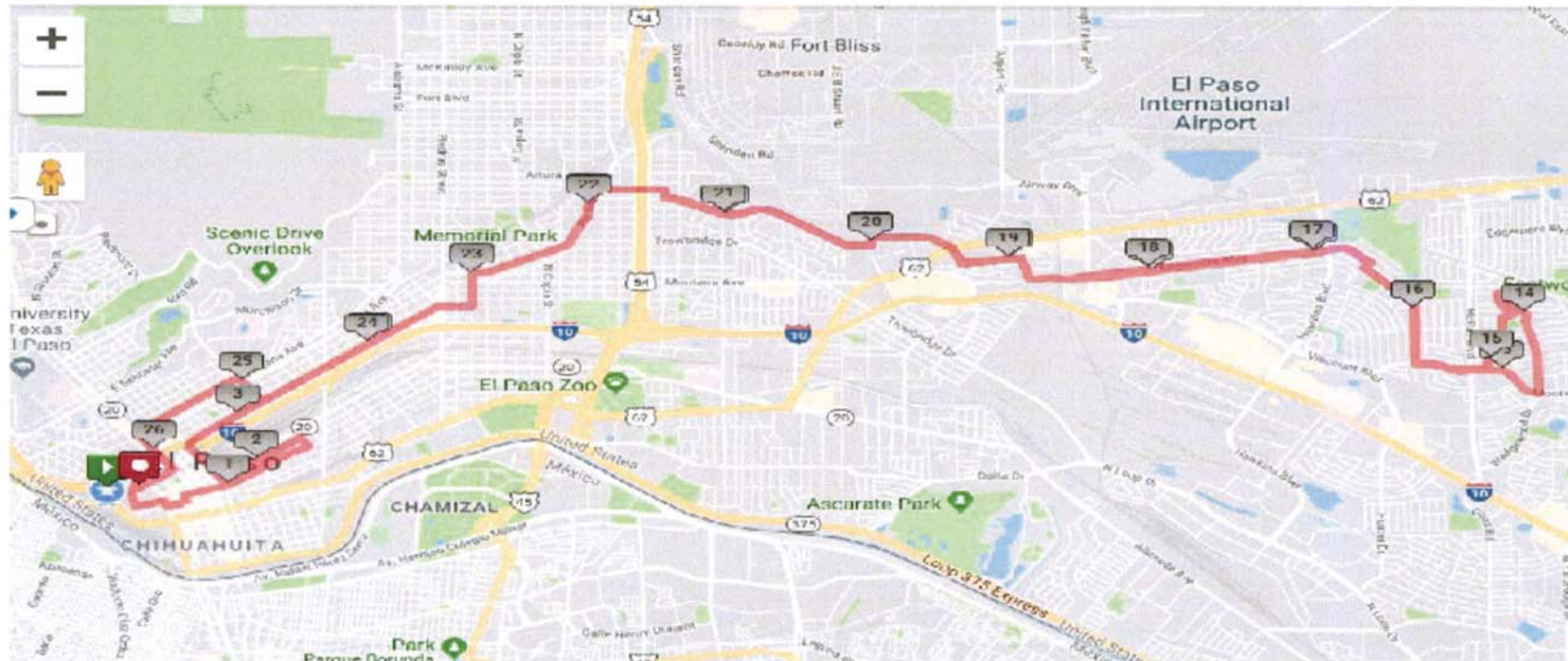
1. PERMITTEE AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, MTD AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES, LOSS, DAMAGE, COSTS, OR EXPENSE (INCLUDING BUT NOT 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. 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 THE PERMIT.


Issued By: Vanessa Munoz

Permittees Signature

2019 El Paso Marathon

Full marathon map



<https://www.mapmyrun.com/routes/view/2366678785>

CSEV18-00086

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CITY OF EL PASO STREETS AND MAINTENANCE

Exhibit #1



CSEV18-00086

TRAFFIC CONTROL PLAN

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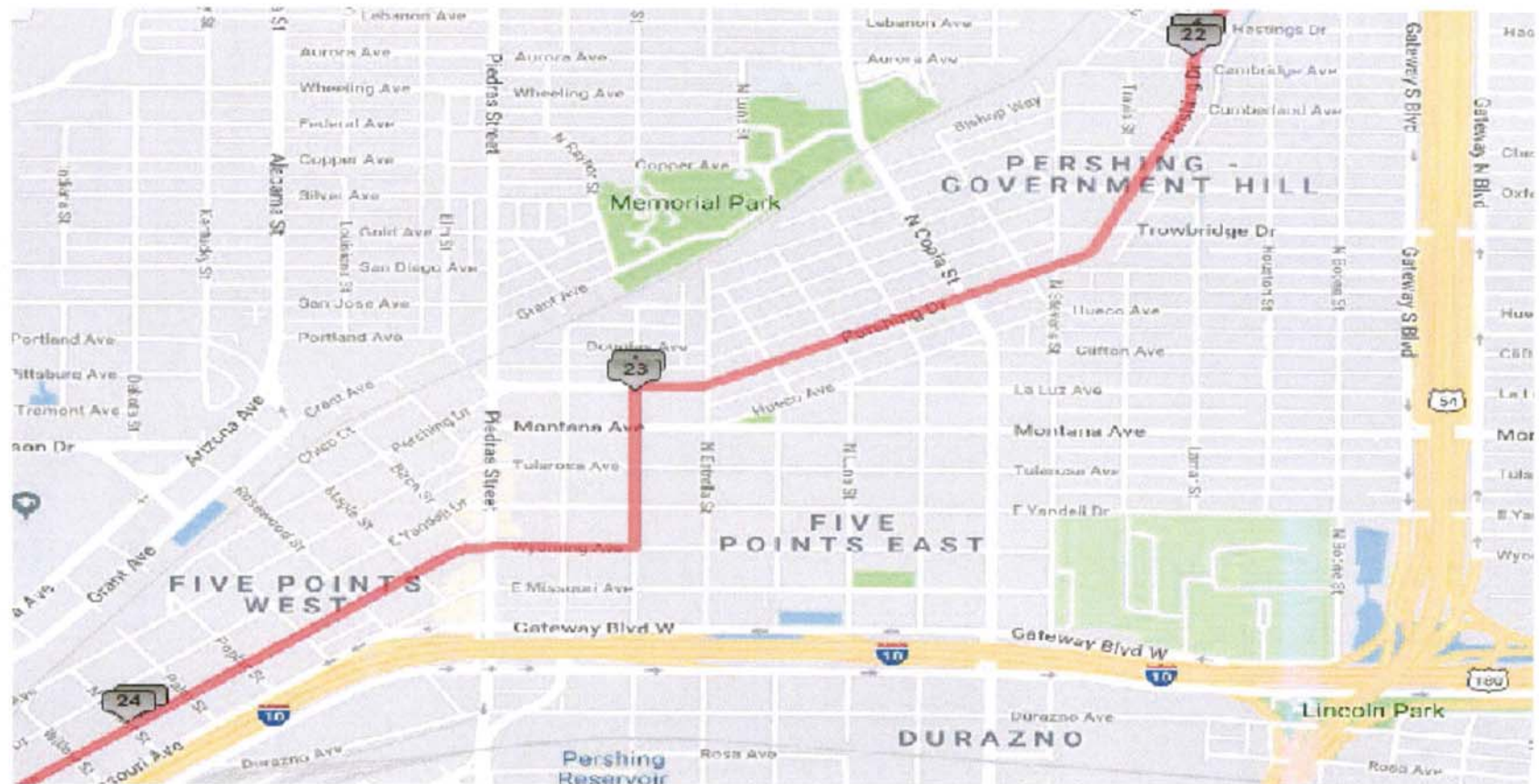
CLOSURE DATE: 02/17/2019

TIME: 7:00AM-1:00PM

BY: aw DATE: 01/18/2019

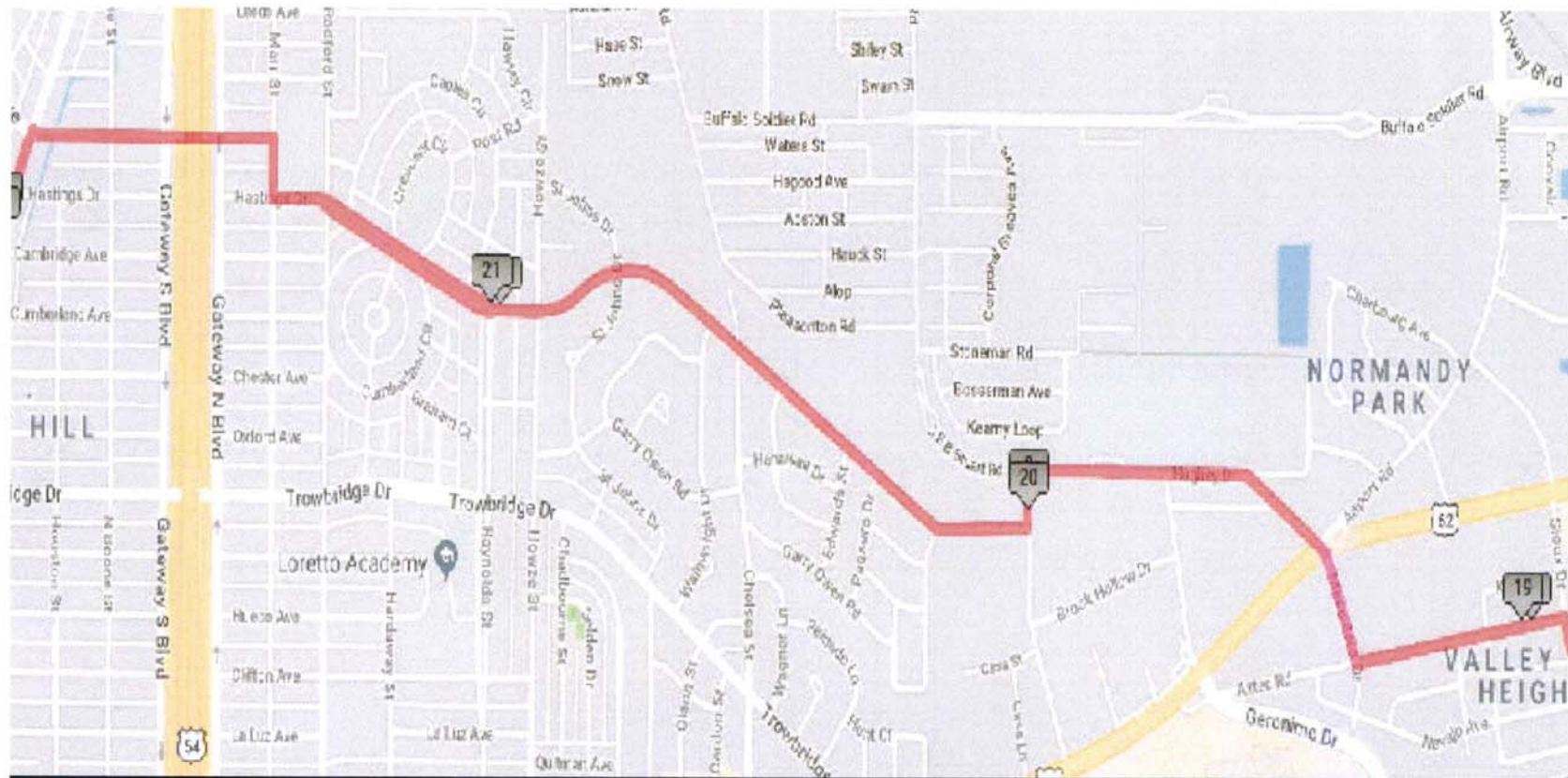
CITY OF EL PASO STREETS AND MAINTENANCE

Exhibit #2



CSEV18-00086
TRAFFIC CONTROL PLAN
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CLOSURE DATE: 02/17/2019
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BY: aw DATE: 01/18/2019
CITY OF EL PASO STREETS AND MAINTENANCE

Exhibit #3



CSEV18-00086

TRAFFIC CONTROL PLAN

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MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

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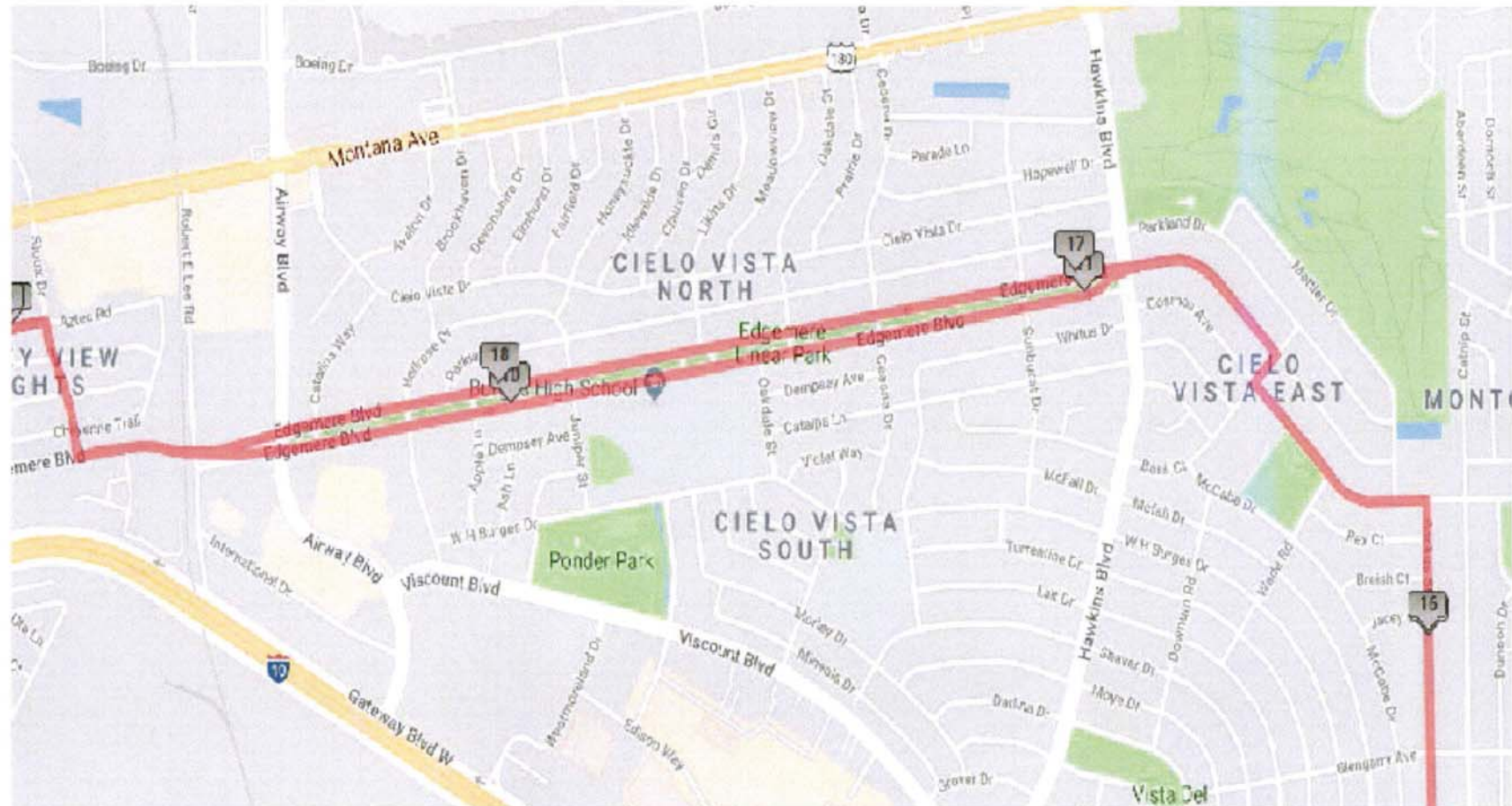
CLOSURE DATE: **02/17/2019**

TIME: **7:00AM-1:00PM**

BY: aw DATE: **01/18/2019**

CITY OF EL PASO STREETS AND MAINTENANCE

Exhibit #4



CSEV18-00086

TRAFFIC CONTROL PLAN

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

ONE DAY PERMIT UNLESS NOTED

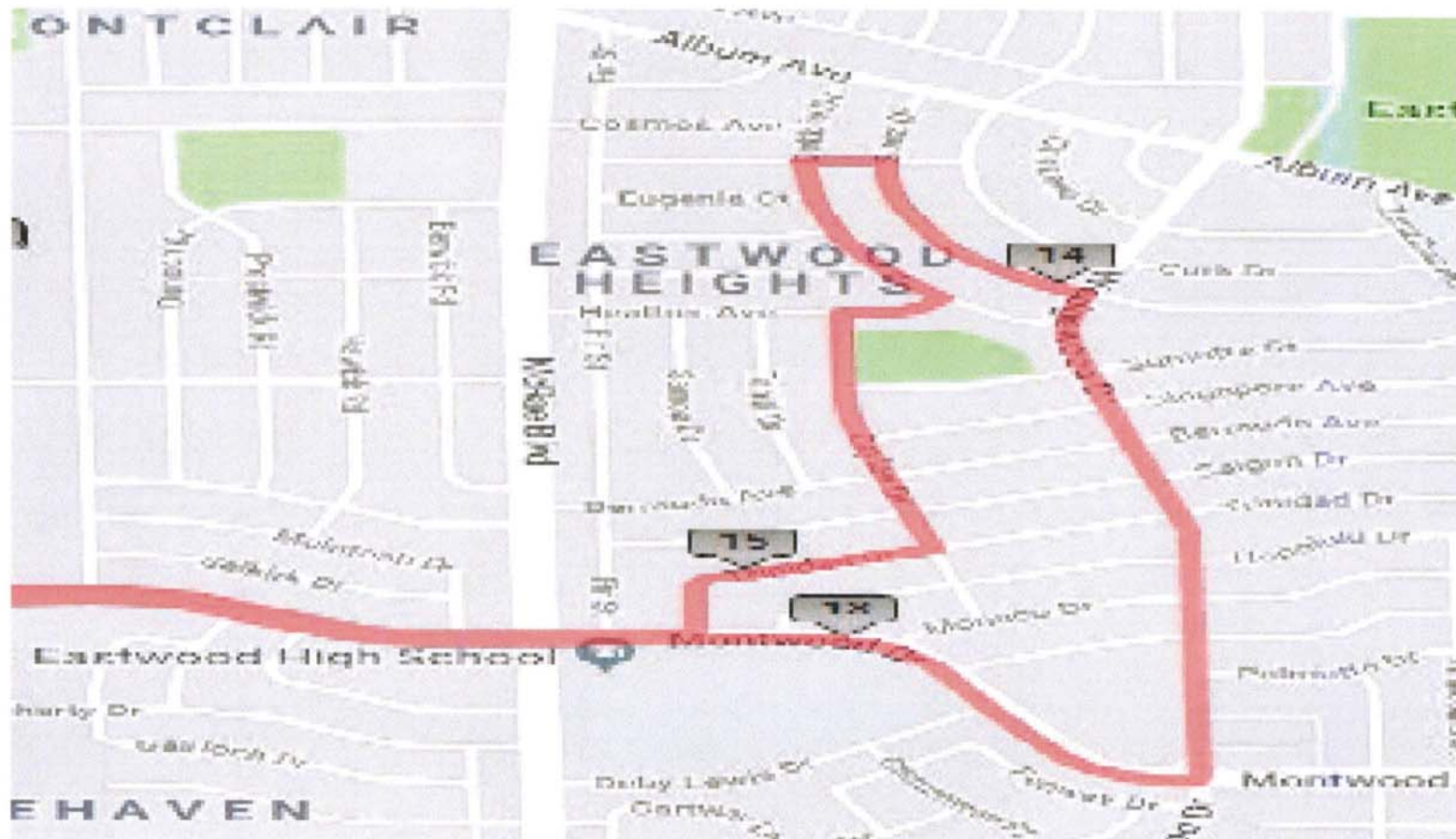
CLOSURE DATE: 02/17/2019

TIME: 7:00AM-1:00PM

BY: AW DATE: 01/18/2019

CITY OF EL PASO STREETS AND MAINTENANCE

Exhibit #5



CSEV18-00086

TRAFFIC CONTROL PLAN

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

ONE DAY PERMIT UNLESS NOTED

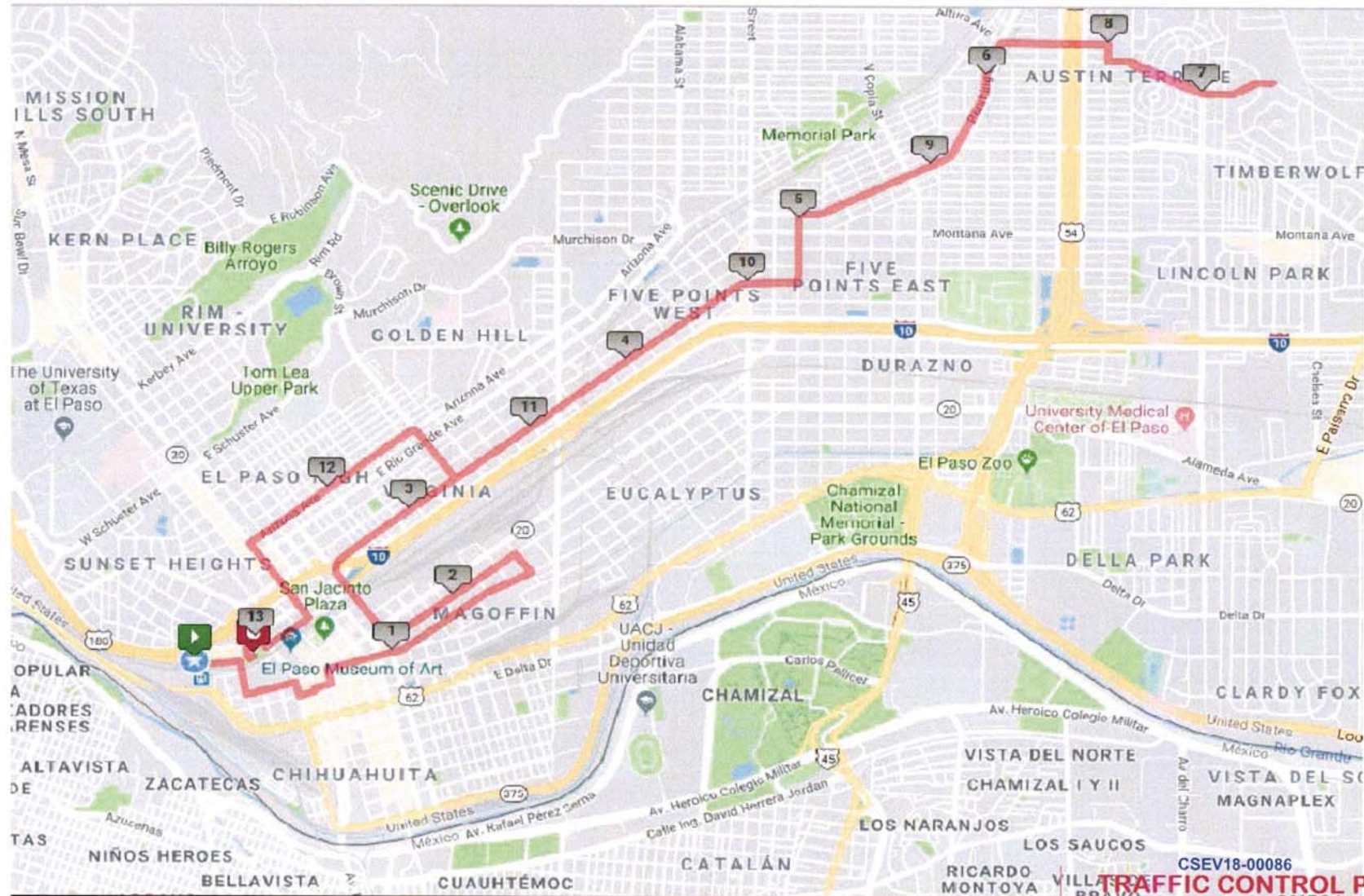
CLOSURE DATE: 02/17/2019

TIME: 7:00AM-1:00PM

BY: aw DATE: 01/18/2019

CITY OF EL PASO STREETS AND MAINTENANCE

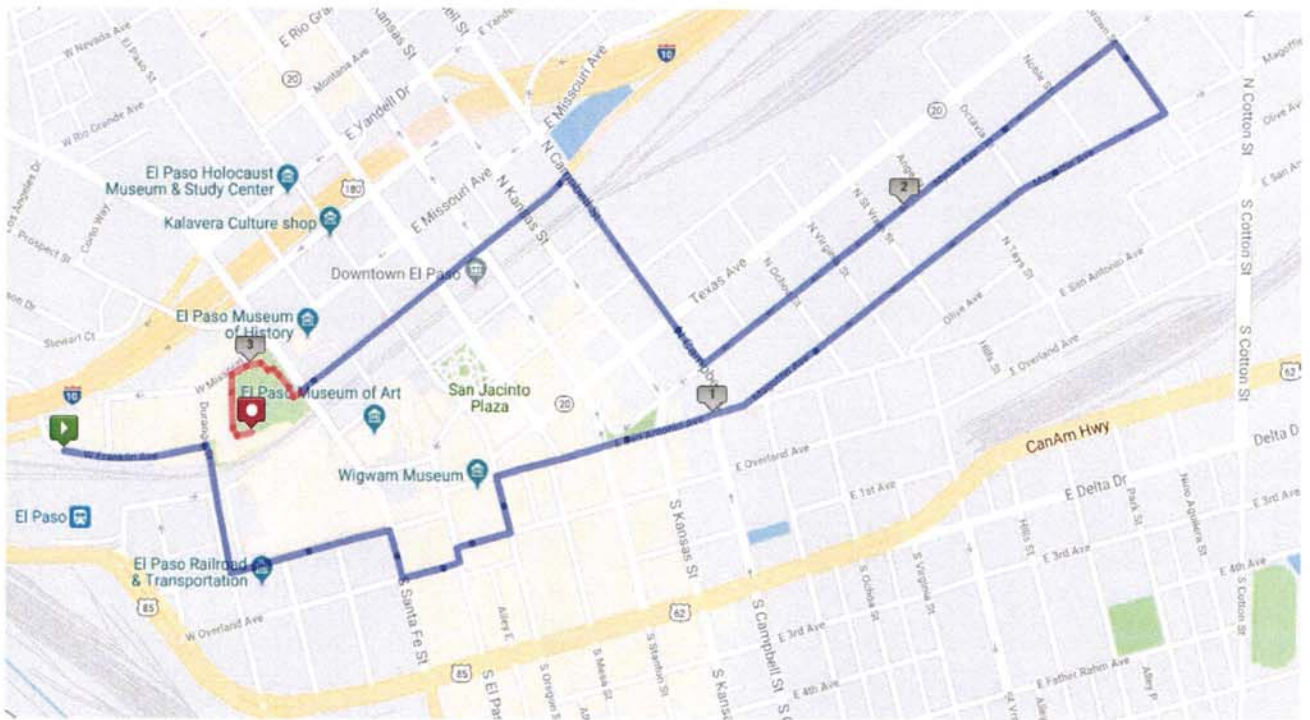
HALF MARATHON MAP / <https://www.mapmyrun.com/routes/fullscreen/2366704120/>



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 CITY OF EL PASO STREETS AND MAINTENANCE

El Paso Marathon

5K Map



<https://www.mapmyrun.com/routes/fullscreen/2366727184/>

5K turn by turn

Start on W. Franklin

- W. Franklin to Durango, turn right
- Durango to San Antonio, turn left
- San Antonio to Overland, turn left
- Continue on Overland crossing El Paso to Overland
- Overland to Oregon, turn left
- Oregon to San Antonio, turn right
- San Antonio to Magoffin
- Magoffin to Brown, turn left
- Brown to Myrtle, turn left
- Myrtle to Campbell, turn right
- Campbell to Franklin, turn left
- Franklin to Southwest University Park centerfield gate
- Finish inside ballpark

CSEV18-00086
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