

**CITY OF EL PASO, TEXAS
AGENDA ITEM**

CITY CLERK DEPT.
2018 JAN 30 AM 11:57

DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: Regular Consent: February 6, 2018

CONTACT PERSON/PHONE: Victor Morrison-Vega, (915) 212-1550,
Morrison-vegaVX@elpasotexas.gov
Marilú Alemán, (915) 212-1506,
AlemanMG@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 Springfoot Marathon, Half Marathon, 5K Run/Walk, on Sunday, February 18, 2018, at 7:00 a.m. to 1:00 p.m. 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 Pershing Dr. (Loop 478) and Montana Ave. (SH62) upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30A agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV17-00077)

BACKGROUND / DISCUSSION:

EVENT NAME: El Paso Springfoot Marathon, Half Marathon, 5K Run/Walk
PERMIT CASE NUMBER: CSEV17-00077
EVENT DATE/HOURS: Sunday, February 18, 2018, at 7:00 a.m. to 1:00 p.m.
TRAFFIC CONTROL: Sunday, February 18, 2018, at 6:30 a.m. to 1:00 p.m.
STATE ROW IN USE: Pershing Dr. (Loop 478) and Montana Ave. (SH62)
APPLICANT: El Paso Marathon Foundation

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV17-00077) 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 Pershing Dr. (Loop 478) and Montana Ave. (SH62) 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
Event Permit

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

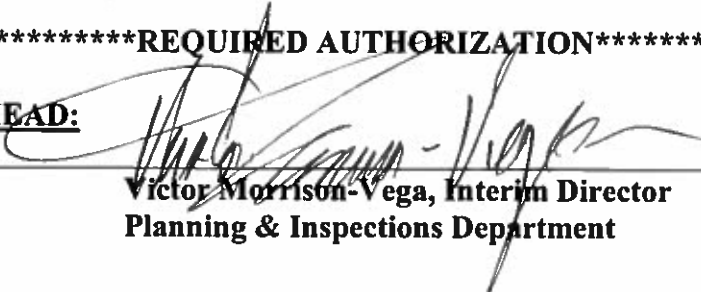
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


Victor Morrison-Vega, Interim Director
Planning & Inspections Department

RESOLUTION

WHEREAS, the El Paso Marathon Foundation (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 (hereinafter referred to as “the City”) for the El Paso Springfoot Marathon, Half Marathon, 5K Run/Walk, on Sunday, February 18, 2018, at 7:00 a.m. to 1:00 p.m. (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 Pershing Dr. (Loop 478) and Montana Ave. (SH62) 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 Springfoot Marathon, Half Marathon, 5K Run/Walk, on Sunday, February 18, 2018, at 7:00 a.m. to 1:00 p.m. 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 Pershing Dr. (Loop 478) and Montana Ave. (SH62) upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30A agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this ____ day of _____, 2018.

(Signatures on the following page)

CITY CLERK DEPT.
2018 JAN 30 PM12:00

THE CITY OF EL PASO

ATTEST:

Dee Margo
Mayor

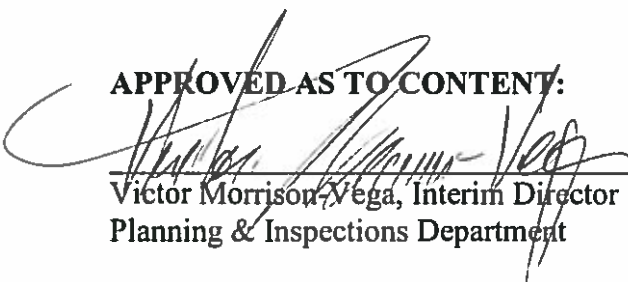
Laura D. Prine,
Interim City Clerk

APPROVED AS TO FORM:



Karla Nieman
Assistant City Attorney

APPROVED AS TO CONTENT:



Victor Morrison Vega, Interim Director
Planning & Inspections Department

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 non-profit corporation, hereinafter referred to as "Contractor."

WHEREAS, the Contractor has hired staff to produce the El Paso Springfoot Marathon, Half Marathon, 5K Run/Walk hereinafter referred to as "Event" in the best possible manner; and

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

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

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

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

1 TERM. This Contract shall be valid through Sunday, February 18, 2018.

2 CONSIDERATION.

2.1 The Contractor agrees to provide the following services:

2.1.1 Manage and operate the Event from 7:00 a.m. to 1:00 p.m. on Sunday, February 18, 2018, upon the route approved by the City through the Parade Permit No. CSEV17-00077, or as modified in writing by the parties.

2.1.2 Comply with all terms of the Permit No. CSEV17-00077, and shall provide all information required by the Local Government contained in TEA 30A finalized agreement between the City of El Paso and the State of Texas Department of Transportation, which will be in substantial conformity with **Exhibit "A" and incorporated by reference as if set forth in full.**

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

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

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

Accordingly, Contractor shall:

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

situation and may take any appropriate action including cancelling of the event, and failing to follow the traffic control plan or State instructions may result in denial of future use of right-of-way for three years.

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

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

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

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

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

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

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

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

6.1 **LIABILITY INSURANCE.** 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.

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

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

6.1.2 The Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the Contractor, its officers, agents, servants, or employees.

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

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

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

- 7 **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers, and third parties will not discriminate on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Contract in violation of the law.
- 8 **ACCESSIBILITY STANDARDS FOR DISABLED PERSONS.** The Contractor agrees that in the performance of this Contract, it will comply with the Americans with Disabilities Act ("ADA"). The Contractor must file any Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.
- 9 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Contract.
- 10 **TERMINATION.**
 - 10.1 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.
 - 10.2 Termination by Any Party. It is further understood and agreed by the parties that any party to this Contract may terminate this Contract, in whole or in part, upon **thirty (30) days** written notice if any of the other parties fails to perform any of its material obligations hereunder and fails to completely cure the breach.
 - 10.3 Time of Performance Termination – Force Majeure. No party to this Contract will be liable for failure to comply with any term of this Contract when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Contract unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other parties in writing.
 - 10.4 Termination Shall Not Be Construed as Release. Termination by any party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party(s). Further, the terminated party(s) shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Contract.

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

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

12 **COMPLETE AGREEMENT.** This Contract constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

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

14 **SEVERABILITY.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

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

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

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

CONTRACTOR: El Paso Marathon Foundation
3233 N. Mesa Ste. 205
El Paso, TX. 79902
Attn: Mike Coulter

- 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. Any assignment made without the City's consent shall be void.
- 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.
- 19 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.
- 20 **EFFECTIVE DATE.** This Contract is effective as of _____, 2018.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

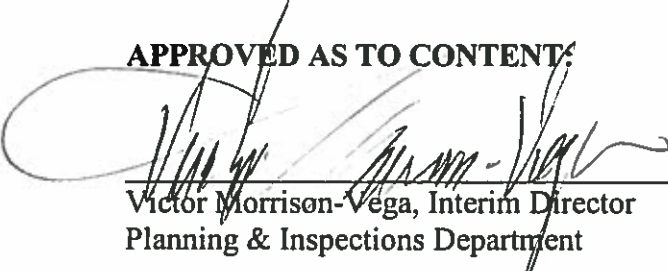
Tomás González
City Manager

APPROVED AS TO FORM:



Karla M. Nieman
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Victor Morrison-Vega, Interim Director
Planning & Inspections Department

ACCEPTANCE

The attached instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2018.

CONTRACTOR:

Name Printed: Justin Pretiger

Title: President

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.”

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Pershing Dr. (Loop 478) and Montana Ave. (SH62), in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Pershing Dr. (Loop 478) and Montana Ave. (SH 62), for the purpose of allowing the El Paso Springfoot Marathon, Half Marathon, 5K Run/Walk, from 7:00 a.m. to 1:00 p.m. on Sunday, February 18, 2018, 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 6th day of February, 2018, 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:

AGREEMENT

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.

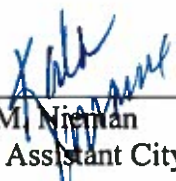
THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

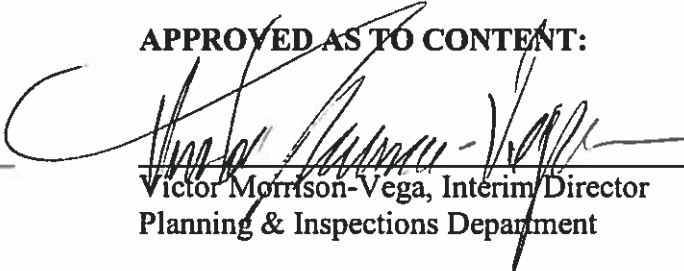
Date _____

APPROVED AS TO FORM:



Karla M. Nieman
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Victor Morrison-Vega, Interim Director
Planning & Inspections Department

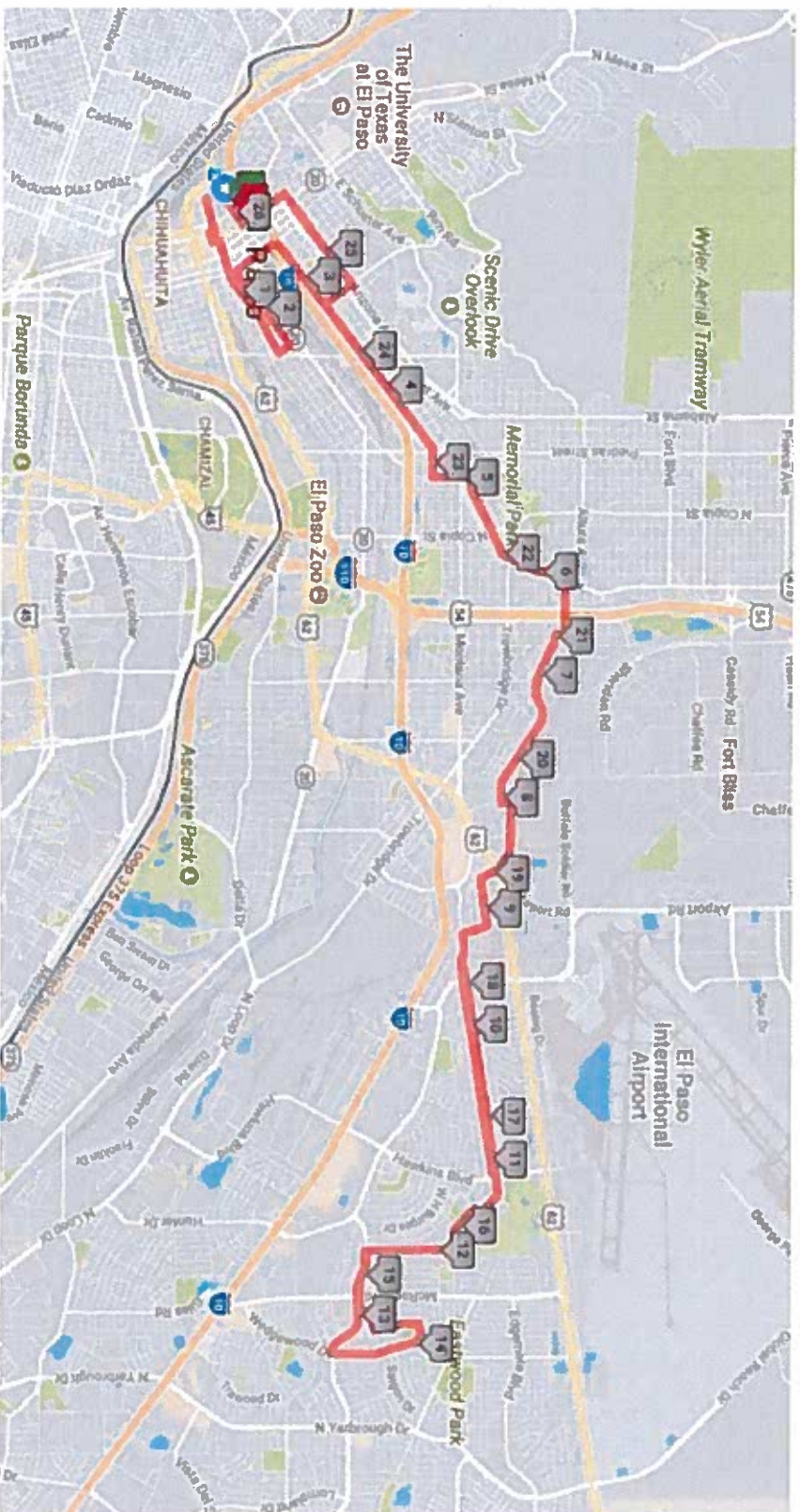
THE STATE OF TEXAS

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 _____

Exhibit A to the TEA 30A Agreement



TEA AGREEMENT
18-1007-2108

EXHIBIT "A"



EXHIBIT C 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 17-00077

1 APPLICANT INFORMATION

Name of Organization: El Paso Marathon Foundation

Address: P.O. Box 2443

City/State/Zip: El Paso / TX / 79952

Work Phone: 915-881-4590

2 CONTACT INFORMATION

Name: Mike Coulter

Cell: 915-274-5222

Email: coultermike@yahoo.com

Preferred Language: English Español

3 EVENT INFORMATION

Official Name of the Event: El Paso Springfoot 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 No

Are you using a park? Yes No If yes, which one? _____

Are you using a building next to your event footprint? Yes No

If yes, what is the address? Southwest University Park

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

Route or Event Location Description: _____

How will parade participants be released? All at Once In waves/groups

4 EVENT TIMES AND TRAFFIC CONTROL

EVENT TIMES:
TIME THAT PARTICIPANTS/ATTENDEES
WILL BE PRESENT ON CITY RIGHT-OF-WAY

TRAFFIC CONTROL:
TIME YOU NEED THE STREETS/TRAFFIC MONITORED
(Include Setup and Cleanup Times)

Event	Date	Time	Traffic Control	Date	Time
Start:	02/18/18	7:00 a.m.	Start:	02/18/18	6:30 a.m.
End:	02/18/18	1:00 p.m.	End:	02/18/18	1:00 p.m.

MULTIPLE DATE BREAKDOWN

Date	Time Start	Time End	Date	Time Start	Time End

5 EXPECTED EVENT ATTENDANCE

Number of Participants/Spectators/Attendees: 2500

Event Staff/Volunteers: 300

Vehicles: 0

Other (specify): n/a

Total Number of People Expected: 2800

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 stationed throughout the course and in assembly areas responsible for policing areas.

*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: TCS 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: Mike Coulter
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

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? _____

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 4 # of Speakers 2 # of Amplifiers 2 Other: _____

Purpose of Amplification: Announcements Ambience Concert Advertising

Location Description of Amplification Devices: Inside Southwest University Park

*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: _____

15 INTERNET ACCESS

The City of El Paso may be able to provide wireless internet access during some events, including a secured connection for event functions (cashiering, communications, etc). If requested, please submit a site plan that indicates the area in which wifi is needed and specify any areas that may need a secured wifi connection.

Is Wireless Internet Access Needed? Yes No

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

EXHIBIT C

ACKNOWLEDGMENTS

18

I understand that at least 50% of the estimate for City Services (excluding Parks), including Police and Cleaning, must be paid a minimum of 48 hours in advance of the event or prior to permit issue, or my event may be cancelled.

mc (initials)

I understand that any estimate I am provided (excluding Parks) is only an approximation of the actual cost. I will be responsible for paying the full cost of the City Services provided to me, which may be higher than the estimates provided.

mc (initials)

If requesting City Cleaning Services: I hereby request that the City of El Paso provide the cleaning as indicated above and as the City and its employees deem appropriate. I am obligated under the El Paso City Code to keep event areas clean of all litter and debris, whether caused by myself, participants, or spectators to the event. I agree to pay the City for the costs of such cleaning services when I am billed for such services.

_____ (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, including, but not limited to, sound amplification and the sale of alcoholic beverages.

RELEASE: In consideration of the permit for use of city streets, sidewalks, and other public places, 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 obtaining the Parade Permit.

Applicant Name Mike Coulter

Signature _____

Date 5-30-12

OFFICE USE ONLY



Received/Paid

Accepted By: Mariki Aleman

EXHIBIT C

2018 El Paso Marathon
Revised 1-29-18

Full map



EXHIBIT C

Exhibit #1

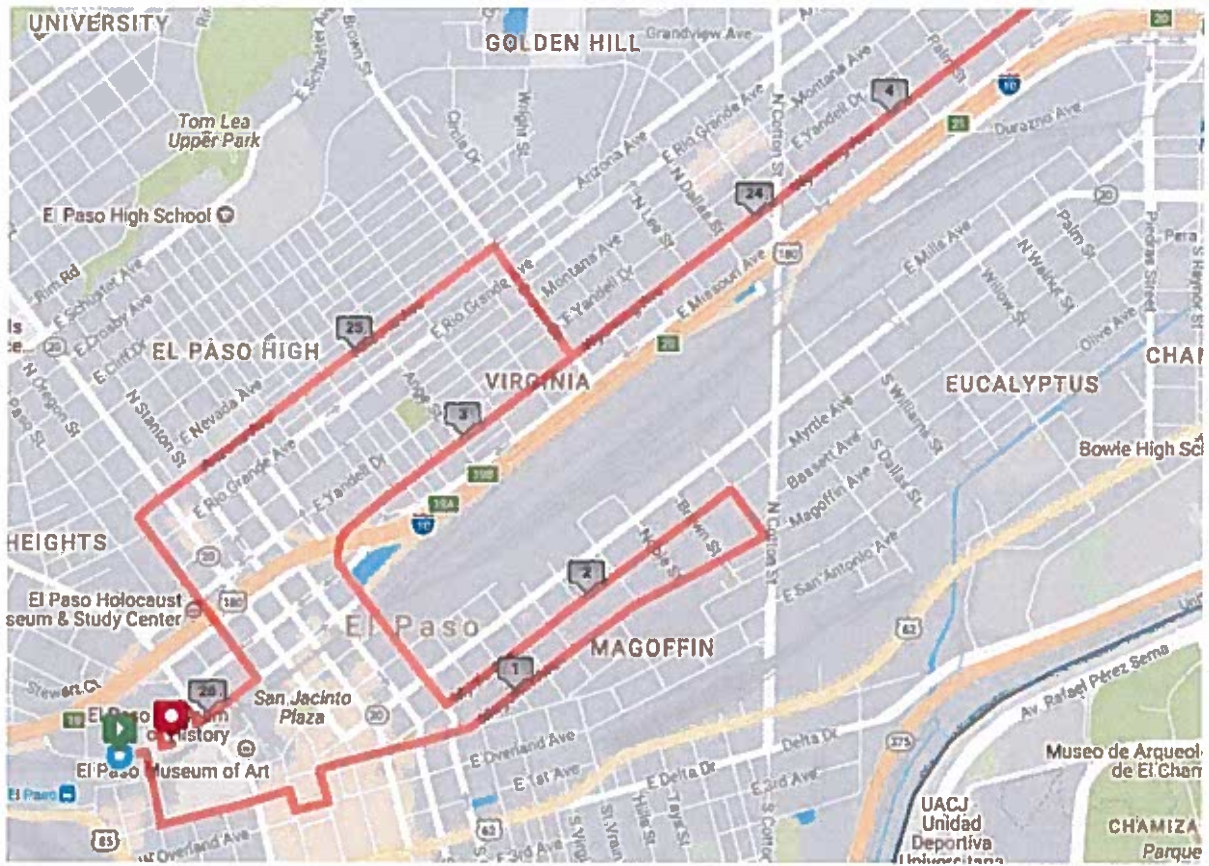


EXHIBIT C

Exhibit #2



Exhibit #3

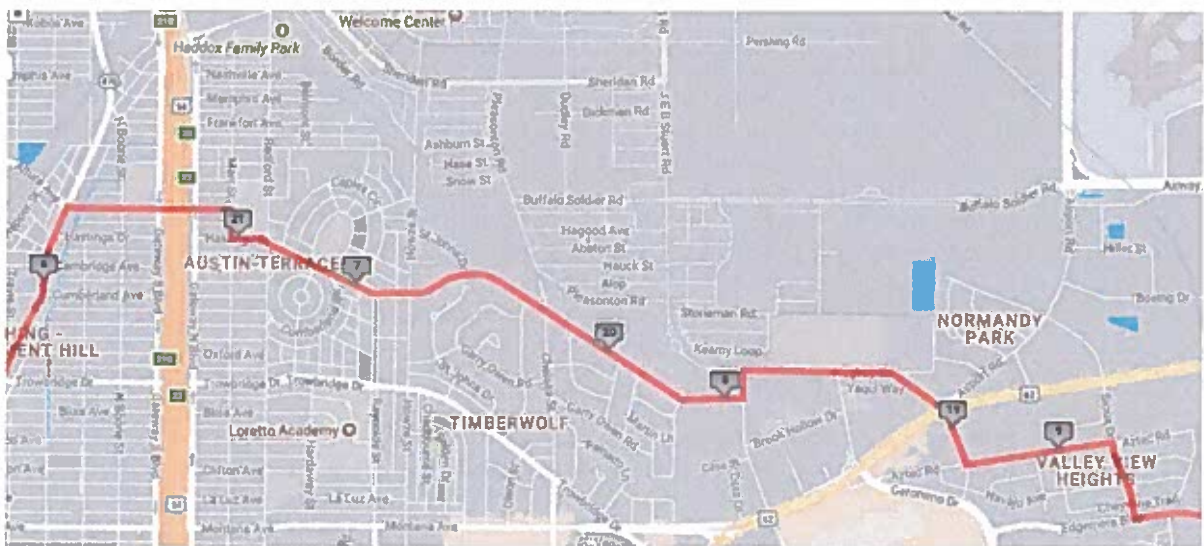


EXHIBIT C

Exhibit #4



EXHIBIT C

2018 El Paso Marathon

18-Feb-18

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

EXHIBIT C

- 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

EXHIBIT C

2018 El Paso Marathon

18-Feb-18

7:00 a.m. - Half Marathon start

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
- MAGOFFION 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

EXHIBIT C

5K route turn by turn

7:15 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 Newman, 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 following warning track to finish adjacent to first base



ITEM 6.2

El Paso Springfoot Marathon, Half Marathon, 5K Run/Walk

**Closure of State right-of-way for a period in
excess of four hours**

**Strategic Goal 4: Enhance El Paso's Quality of
Life through Recreational, Cultural and
Educational Environments**



CSEV17-00077 El Paso Springfoot Marathon, Half Marathon and 5K Run/Walk

City Council Action Needed: Approval of the Resolution authorizing the City Manager to sign the Agreement for the Temporary Closure of State Right Of Way (Form TEA 30A), required by the Texas Department of Transportation (TxDOT) for closures of State right-of-way for a period in excess of four hours, and the companion agreement between the City of El Paso and the El Paso Marathon Foundation to assume responsibilities for and during the Event.

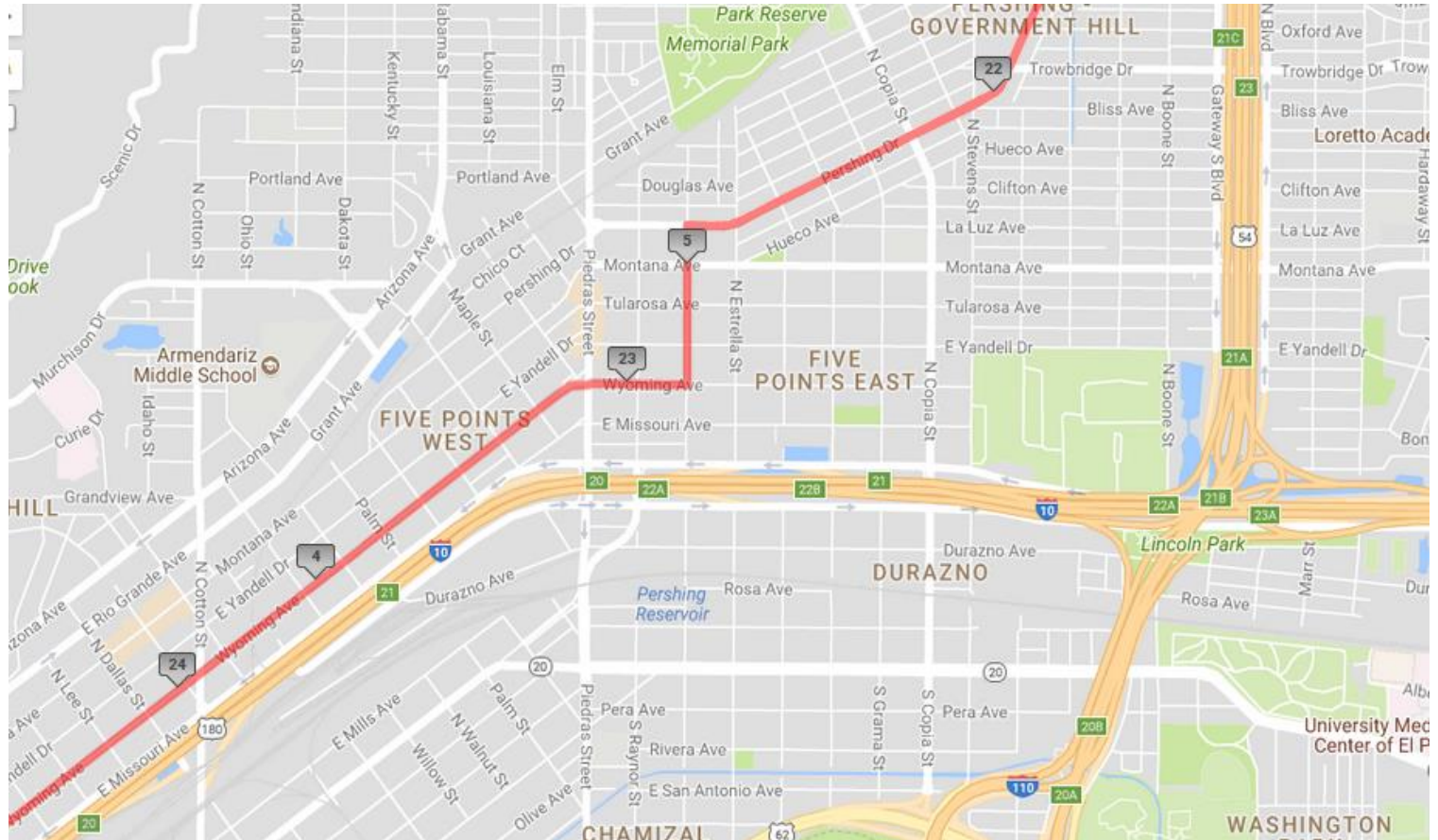
State Right-of-Way Impacted: Pershing Dr. (Loop 478) and Montana Ave. (SH62)

Event Information:

- Traffic Control Dates and Times:
Sunday, February 18, 2018, at 6:30 a.m. to 1:00 p.m.
- Event Dates and Times:
Sunday, February 18, 2018, at 7:00 a.m. to 1:00 p.m.



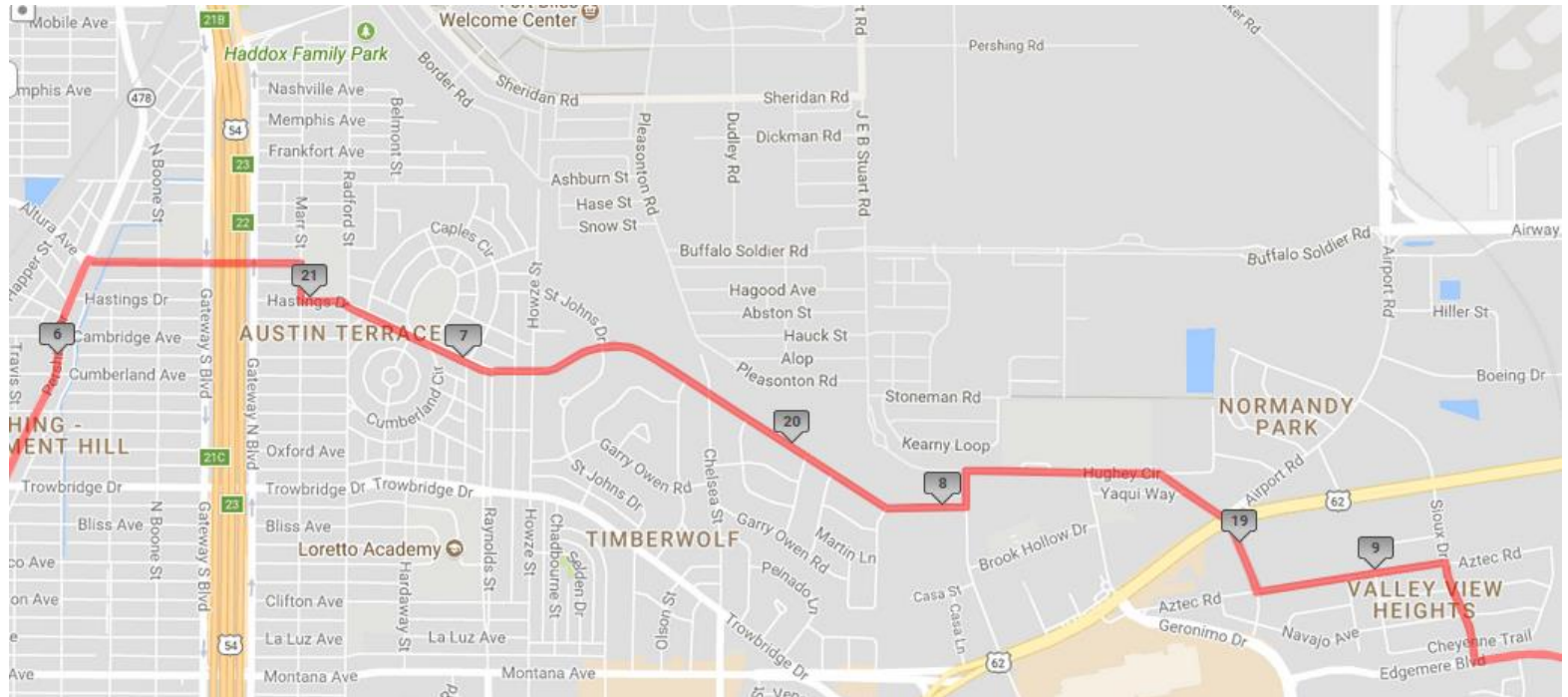
CSEV17-00077 El Paso Springfoot Marathon, Half Marathon and 5K Run/Walk Street Closures



“Delivering Outstanding Services”



CSEV17-00077 El Paso Springfoot Marathon, Half Marathon and 5K Run/Walk Street Closures





CSEV17-00077 El Paso Springfoot Marathon, Half Marathon and 5K Run/Walk Street Closures

