

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

DEPARTMENT: City Development Department

AGENDA DATE: October 15, 2013, Consent Agenda

CONTACT PERSON NAME AND PHONE NUMBER: Shamori Whitt, (915) 541-4477, whittSR@elpasotexas.gov

DISTRICT(S) AFFECTED: 5 and 6

SUBJECT:

A Resolution that 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 for the temporary closure and use of State owned portions of Montana Avenue (US 62/180), Joe Battle Boulevard (Loop 375), and Zaragoza Road (FM 659) during the Cycle for Change Challenge on Sunday, October 27, 2013 from 7:30am to 12:00pm, an event scheduled to exceed four hours in length and found by the City to serve a public purpose.

BACKGROUND / DISCUSSION:

El Paso County Attorney's Office has requested permission to utilize portions of Montana Ave, Joe Battle Blvd, and Zaragoza Rd from 7:30 am to 12:00pm on Sunday, October 27, 2013 for the Cycle for Change Challenge (LPAR13-00053). The closures will prevent access for a period in excess of four hours. As such, TxDOT requires the Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30 A) to be completed by the City of El Paso. Traffic Control Services will be provided by the El Paso Country Sheriff's Department.

As part of the approval process, the applicant has provided insurance, with the City named as co-insured.

Please note: The Cycle for Change Challenge is not a City Sponsored Event.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Mathew S. McElroy, Director
City Development Department

Information copy to appropriate Deputy City Manager

RESOLUTION

WHEREAS, the El Paso County Attorney’s Office desires to host the Cycle for Change Challenge on Sunday, October 27, 2013 (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 City has granted the Cycle for Change Challenge permission to utilize portions of City rights-of-way for the Event; and

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit 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 wishes to cooperate with the City, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12, and the City enter into an Agreement for the Temporary Closure of State Right of Way for the Event (Form TEA 30A, attached hereto as Exhibit “1”);

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

That 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 for the temporary closure and use of State owned portions of Montana Avenue (US 62/180), Joe Battle Boulevard (Loop 375), and Zaragoza Road (FM 659) during the Cycle for Change Challenge on Sunday, October 27, 2013 from 7:30am to 12:00pm, an event scheduled to exceed four hours in length and found by the City to serve a public purpose.

ADOPTED this 15th day of October, 2013.

THE CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

(Signatures continue on following page)

APPROVED AS TO FORM:

Lauren Ferris
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development 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."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including portions of Montana Avenue (US 62/180) Joe Battle Boulevard (Loop 375), and Zaragoza Road (FM 659) in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of portions of Montana Avenue (US 62/180), Joe Battle Boulevard (Loop 375) and Zaragoza Road (FM 659), for the purpose of the Cycle for Change Challenge, from 7:30am to 12:00 pm on Sunday, October 27, 2013 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 15th day of October, 2013, 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 shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include 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 signing.

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 signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans 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: Joyce Wilson City Manager 300 N. Campbell Street, 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:

_____ Date _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

Lauren Ferris
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development 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 _____ Date _____
Robert Bielek, P.E.,
El Paso District Engineer

Agreement No. _____

Exhibit A
LPAR13-00053- Cycle for Change Challenge

City Special Events

From: Linda Perez-Khan <LKhan@epcounty.com>
Sent: Wednesday, August 14, 2013 8:31 AM
To: City Special Events
Cc: Camarillo, Martin
Subject: Cycle for Change Parade Permit Update

Good Morning Mr. Camarillo,
The event "*Cycle for Change: From Surviving to Thriving*" has been changed from *October 6, 2013* to ***October 27, 2013***. Accordingly, we are needing to update this information on the application submitted by my colleague Mr. Javier Saucedo. The start times; routes; and expected attendance remain the same.

Kindly advise if additional information is needed to process the parade permit for October 27, 2013. I have provided my cell number should you need to contact me.

Thank you,
Linda S. Perez
Assistant County Attorney
Family Violence Unit
512-470-5790 (cell phone)



Parade Application

Case **LPAR 13-00053**

*The One-Stop-Shop
Special Events*

P.O. Box 1890, El Paso, Texas, 79950 • (915) 541-4007 • (915) 541-4815 [F] • TempEvents@elpasotexas.gov • www.elpasotexas.gov

APPLICANT INFORMATION					
Name/Organization: JAVIER SAUCEDO - EL PASO COUNTY ATTORNEY'S OFFICE					
Address: 500 E. SAN ANTONIO RM. 503			City/State/Zip: EL PASO TX 79901		
Home/Work Phone: 546-2153		Cell: 241-1371		Fax: 546-2133	
Email: javier.saucedo@elpasocounty.com					
CONTACT INFORMATION					
<input checked="" type="checkbox"/> CHECK HERE IF SAME AS ABOVE					
Name:					
Address:			City/State/Zip:		
Home/Work Phone:		Cell:		Fax:	
Email:					
EVENT INFORMATION					
Official Name of Event: Cycle for Change Cycling Challenge					
Event Type: <input type="checkbox"/> Parade/Procession <input type="checkbox"/> March/Demonstration <input checked="" type="checkbox"/> Foot or Bike Race/Walk					
<input type="checkbox"/> Other (Explain):					
Purpose of Event (fundraiser, school/religious activity, etc): Fundraiser					
Location of Assembly (where will participants meet): EASTWOOD PARK, EL PASO TX					
Route (PLEASE ATTACH A MAP. Add extra page if necessary): START AT ALBUM AVE. TO Wedgewood DR, TURN RIGHT ON WEDGEWOOD DR. TO MONTANA AVE. ON MONTANA AVE. TURN RIGHT 1ST TURN AROUND WILL BE AT JDE BATTLE (12 mile ROUTE) COMING BACK ON MONTANA AVE. TO WEDGEWOOD TO ALBUM AVE. 2ND TURN AROUND WILL BE AT N. ZARAGOSA RD (20 mile ROUTE) COMING BACK ON MONTANA AVE.					
TRAFFIC AND EVENT TIMES					
TIME YOU NEED THE STREET/TRAFFIC MONITORED (include setup and cleanup times)			TIME OF THE PARADE OR PROCESSION		
Traffic Control	Date	Time	Event	Date	Time
START:	10/6/13	7:30	START:	10/6/13	8:00
END:	10/6/13	12:00	END:	10/6/13	12:00
*The El Paso Police Department generates its own time estimate for traffic control based on previous events and experience. Although PD will be present for the entirety of the event, the cost estimate will be based on the PD time estimate only.					
EXPECTED ATTENDANCE					
		Number		Number	
Spectators:		300		Animals (specify below): N/A	
Participants (Staff, Volunteers):		200		Other (specify below):	
Vehicles:		10			
*Section 13.32.080 requires applicants to keep parade route clean and free of animal excrement during the parade.					
EVENT CLEANUP					
Method of Street/Right-of-Way Cleaning: <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> City Cleaning Services <input type="checkbox"/> Other: _____					
*The El Paso City Code requires applicants to clean the street, sidewalks 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 submitting a City Street Cleaning Services Request Form with this application. Please request the form when submitting this application.					

3rd TURNAROUND WILL BE AT HUECO RANCH RD. (50 mile ROUTE) COMING
BACK ON MONTANA AVE. TO WEDGEWOOD DR. TO ALBUM AVE.

AMPLIFICATION USE			
Will your event use amplified devices? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Answer YES if your event will feature loud speakers, microphones or amplified instruments)			
Microphones	Speakers	Amplifiers	Other
Quantity: <u>10</u>	Quantity: <u>10</u>	Quantity: <u>10</u>	Quantity:
Purpose of Amplification <input type="checkbox"/> Advertising goods or property <input type="checkbox"/> Entertainment <input type="checkbox"/> Provide Services			
<i>*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. If amplification will be utilized on the stage in San Jacinto Plaza, the stage will need to be reserved in conjunction with the Park use request.</i>			
CHARITABLE SOLICITATION			
A Charitable Solicitation Permit is required for fundraisers projected to raise funds over \$500.00. If you do not already have one, please contact the One-Stop Shop at 915-541-4558 for more information.			
Charitable Solicitation Permit Number: _____			
ACKNOWLEDGEMENTS			
I understand that at least 50% of the estimate for City Services, 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.			<u>JS</u> (Initial)
I understand that any estimate I am provided 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.			<u>JS</u> (Initial)

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.

<u>JAVIER SAUCEDO</u> Applicant Name	<u>Javier Saucedo</u> Contact Name
<u>[Signature]</u> Signature	<u>[Signature]</u> Signature
<u>5/21/13</u> Date	<u> </u> Date

OFFICE USE ONLY

<div style="border: 1px solid blue; padding: 5px;"> <p style="font-size: 24px; color: blue; margin: 0;">RECEIVED</p> <div style="border: 1px solid red; width: 60px; margin: 5px auto; text-align: center; color: red; font-weight: bold;">MAY 22 2013</div> <p style="font-size: 10px; color: blue; margin: 0;">CITY OF EL PASO CITY DEVELOPMENT DEPARTMENT</p> </div>	<div style="border: 2px solid blue; border-radius: 50%; padding: 10px; width: 80px; margin: 0 auto;"> <p style="font-size: 12px; color: blue; margin: 0;">CITY OF EL PASO</p> <p style="font-size: 18px; color: blue; margin: 0;">PAID</p> <div style="border: 1px solid red; width: 60px; margin: 5px auto; text-align: center; color: red; font-weight: bold;">MAY 22 2013</div> <p style="font-size: 10px; color: blue; margin: 0;">CITY DEVELOPMENT DEPARTMENT</p> </div>
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RECEIVED/PAID

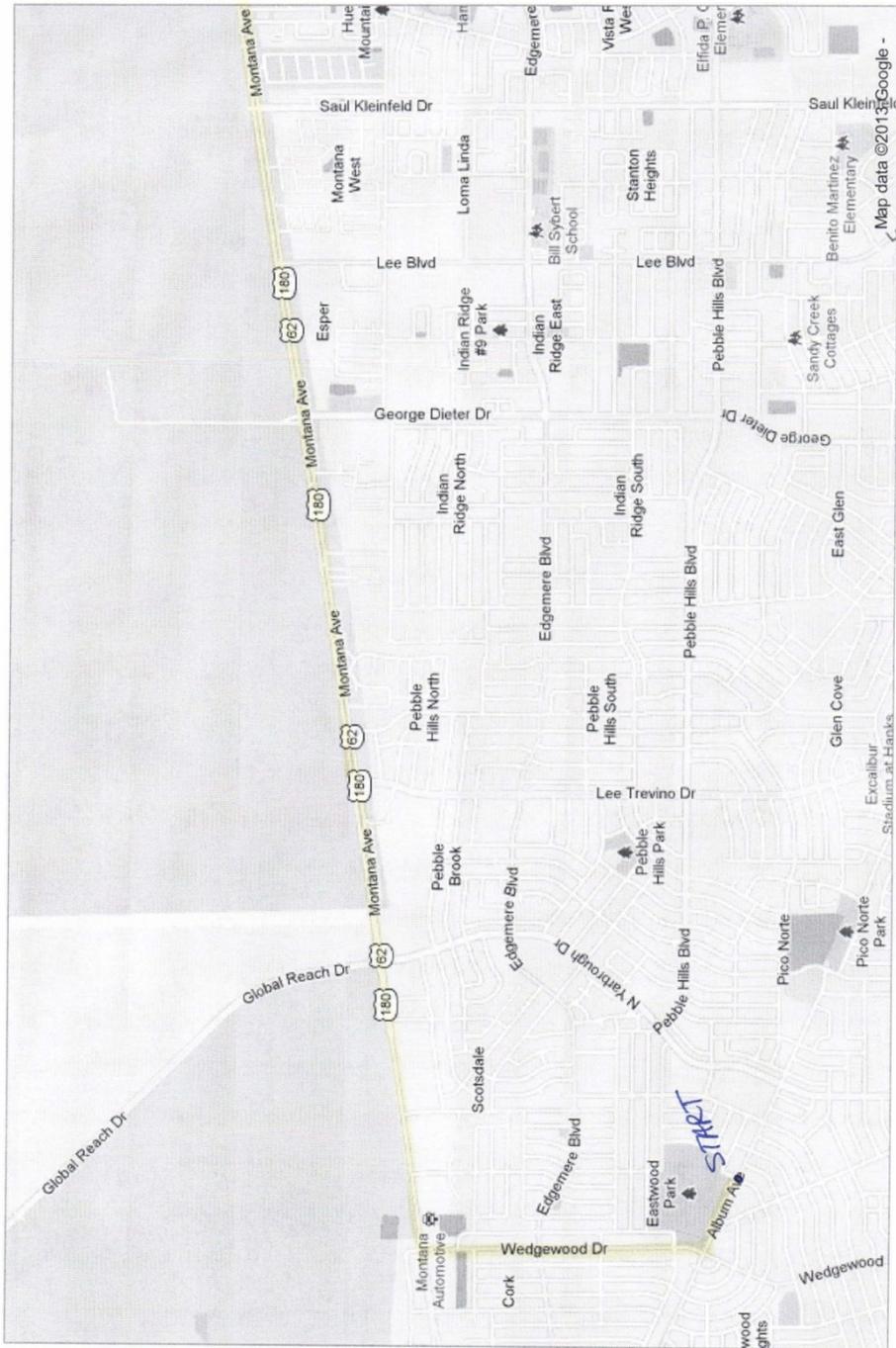
Accepted By: LMC

Agreement No. _____

Exhibit B
City Council Resolution

EXHIBIT "C" Location Map

To see all the details that are visible on the screen, use the "Print" link next to the map.



To see all the details that are visible on the screen, use the "Print" link next to the map.

Google



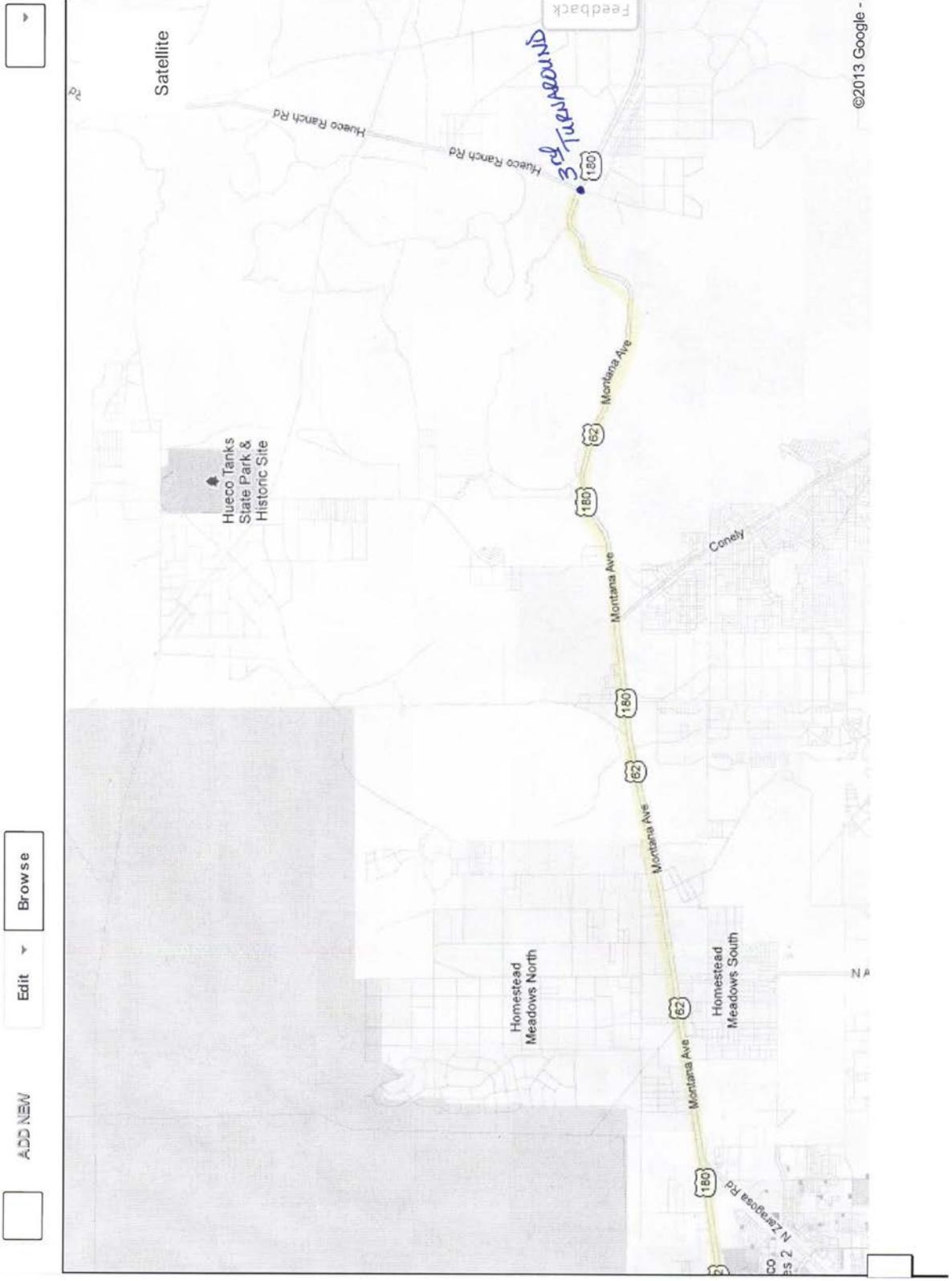


Exhibit 1

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 portions of Montana Avenue (US 62/180) Joe Battle Boulevard (Loop 375), and Zaragoza Road (FM 659) in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of portions of Montana Avenue (US 62/180), Joe Battle Boulevard (Loop 375) and Zaragoza Road (FM 659), for the purpose of the Cycle for Change Challenge, from 7:30am to 12:00 pm on Sunday, October 27, 2013 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 15th day of October, 2013, 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:

13-1007-865/ Doc. # 217560
Cycle for Challenge/TXDOT reso

LKF

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

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Article 3. OPERATIONS OF THE EVENT

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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.

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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.

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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: Joyce Wilson City Manager 300 N. Campbell Street, 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:

_____ Date _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

Lauren Ferris
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development 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 _____ Date _____
Robert Bielek, P.E.,
El Paso District Engineer

Exhibit A
LPAR13-00053- Cycle for Change Challenge

City Special Events

From: Linda Perez-Khan <LKhan@epcounty.com>
Sent: Wednesday, August 14, 2013 8:31 AM
To: City Special Events
Cc: Camarillo, Martin
Subject: Cycle for Change Parade Permit Update

Good Morning Mr. Camarillo,
The event "*Cycle for Change: From Surviving to Thriving*" has been changed from *October 6, 2013* to ***October 27, 2013***. Accordingly, we are needing to update this information on the application submitted by my colleague Mr. Javier Saucedo. The start times; routes; and expected attendance remain the same.

Kindly advise if additional information is needed to process the parade permit for October 27, 2013. I have provided my cell number should you need to contact me.

Thank you,
Linda S. Perez
Assistant County Attorney
Family Violence Unit
512-470-5790 (cell phone)



Parade Application

Case LPAR 13-00053

The One-Stop-Shop
Special Events

P.O. Box 1890, El Paso, Texas, 79950 • (915) 541-4007 • (915) 541-4815 [F] • TempEvents@elpasotexas.gov • www.elpasotexas.gov

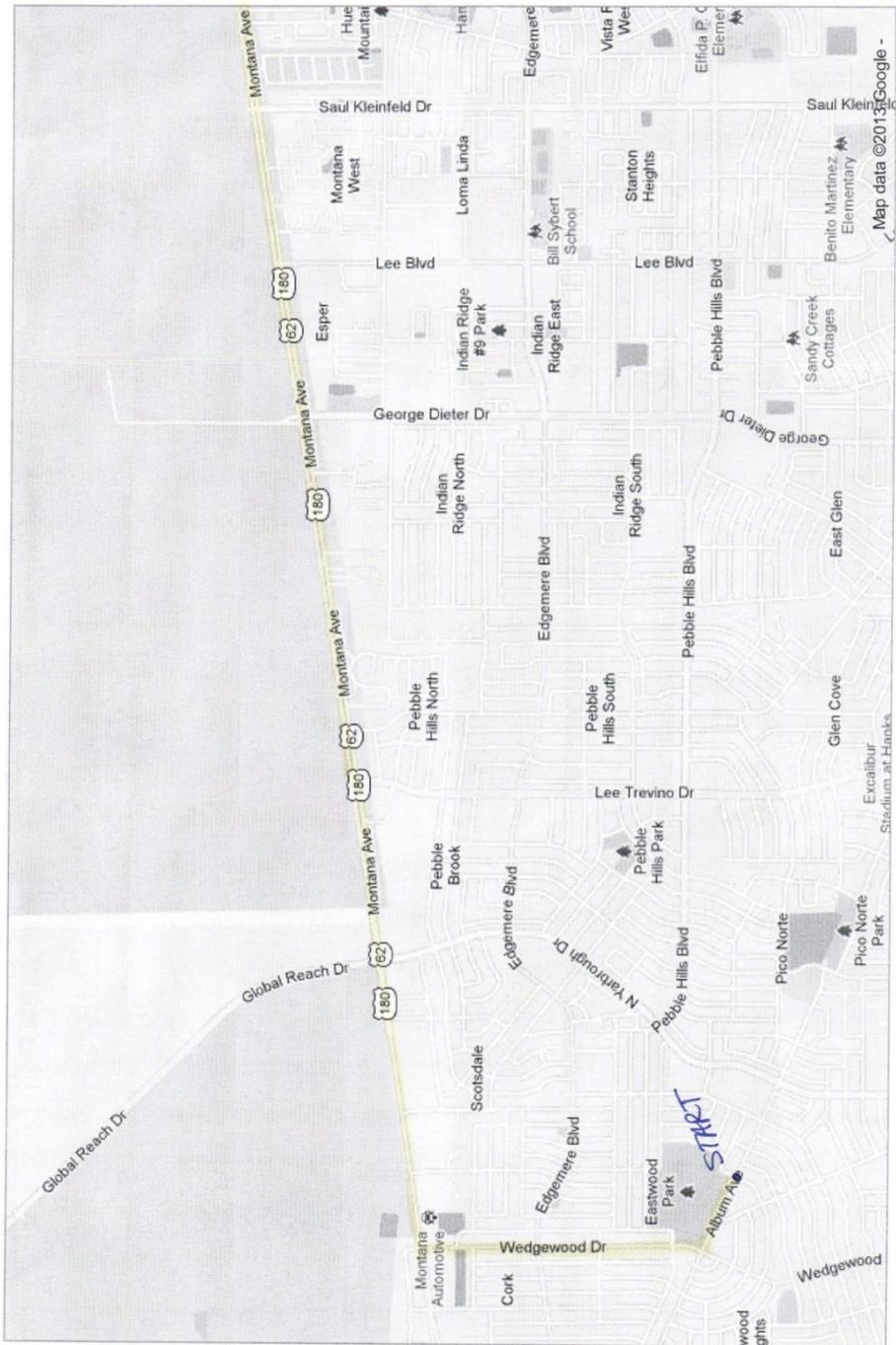
APPLICANT INFORMATION					
Name/Organization: JAVIER SAUCEDO - EL PASO COUNTY ATTORNEY'S OFFICE					
Address: 500 E. SAN ANTONIO RM. 503			City/State/Zip: EL PASO TX 79901		
Home/Work Phone: 546-2153		Cell: 241-1371		Fax: 546-2133	
Email: javier.saucedo@edcounty.com					
CONTACT INFORMATION					
<input checked="" type="checkbox"/> CHECK HERE IF SAME AS ABOVE					
Name:					
Address:			City/State/Zip:		
Home/Work Phone:		Cell:		Fax:	
Email:					
EVENT INFORMATION					
Official Name of Event: Cycle for Change Cycling Challenge					
Event Type:	<input type="checkbox"/> Parade/Procession		<input type="checkbox"/> March/Demonstration		<input checked="" type="checkbox"/> Foot or Bike Race/Walk
	<input type="checkbox"/> Other (Explain):				
Purpose of Event (fundraiser, school/religious activity, etc):		Fundraiser			
Location of Assembly (where will participants meet):		EASTWOOD PARK, EL PASO TX			
Route (PLEASE ATTACH A MAP. Add extra page if necessary):			START AT ALBUM AVE. TO Wedgewood DR, TURN RIGHT ON WEDGEWOOD DR. TO MONTANA AVE. ON MONTANA AVE. TURN RIGHT 1 st TURN AROUND WILL BE AT JOE BATTLE (12 mile ROUTE) COMING BACK ON MONTANA AVE. TO WEDGEWOOD TO ALBUM AVE. 2 nd TURN AROUND WILL BE AT N. ZARAGOSA RD (20 mile ROUTE) COMING BACK ON MONTANA AVE.		
TRAFFIC AND EVENT TIMES					
TIME YOU NEED THE STREET/TRAFFIC MONITORED (include setup and cleanup times)			TIME OF THE PARADE OR PROCESSION		
Traffic Control	Date	Time	Event	Date	Time
START:	10/6/13	7:30	START:	10/6/13	8:00
END:	10/6/13	12:00	END:	10/6/13	12:00
*The El Paso Police Department generates its own time estimate for traffic control based on previous events and experience. Although PD will be present for the entirety of the event, the cost estimate will be based on the PD time estimate only.					
EXPECTED ATTENDANCE					
		Number			
Spectators:		300		Animals (specify below): N/A	
Participants (Staff, Volunteers):		200		Other (specify below):	
Vehicles:		10			
*Section 13.32.080 requires applicants to keep parade route clean and free of animal excrement during the parade.					
EVENT CLEANUP					
Method of Street/Right-of-Way Cleaning: <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> City Cleaning Services <input type="checkbox"/> Other: _____					
*The El Paso City Code requires applicants to clean the street, sidewalks 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 submitting a City Street Cleaning Services Request Form with this application. Please request the form when submitting this application.					

3rd TURNAROUND WILL BE AT HUECO RANCH RD. (50 mile ROUTE) COMING
BACK ON MONTANA AVE. TO WEDGEWOOD DR. TO ALBUM AVE.

Exhibit B
City Council Resolution

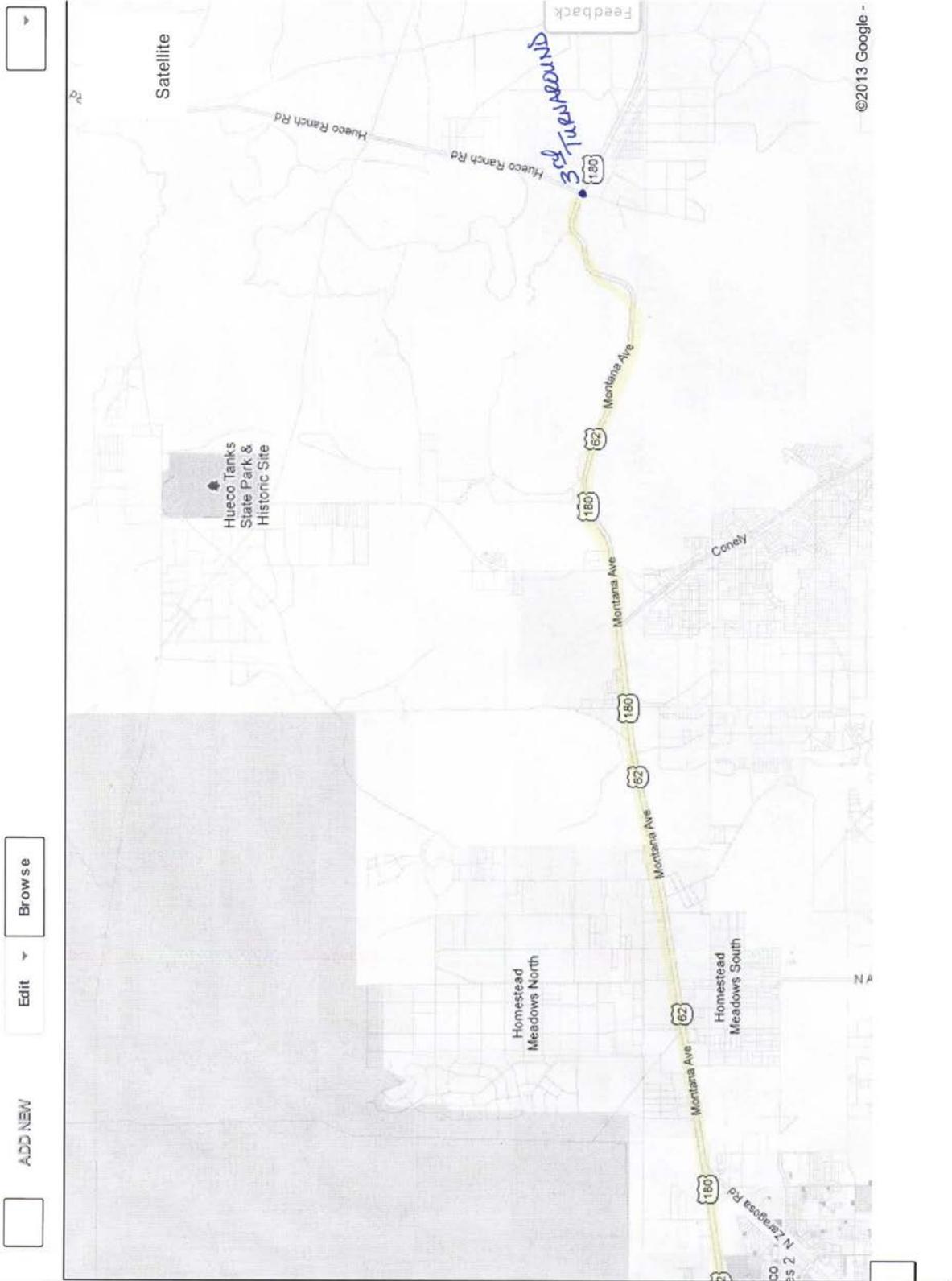
EXHIBIT "C" Location Map

To see all the details that are visible on the screen, use the "Print" link next to the map.



To see all the details that are visible on the screen, use the "Print" link next to the map.







LPAR13-00053: Parade Permit Application

- **APPLICANT:** El Paso County Attorney's Office
- **OFFICIAL NAME:** Cycle for Change Challenge
- **TYPE OF EVENT:** Bike Race
- **PURPOSE:** Fundraiser
- **DATE:** Sunday, October 27, 2013
- **EVENT HOURS:** 8:00am to 12:00pm
 - Traffic Control: 7:30am on 10/27/13 to 12pm on 10/27/13
- **DESCRIPTION:** Bike Tour with 12mi/20mi/50mi Routes
- **PREVIOUS EVENT(S):** This is the first year for the Cycle for Change Challenge

The Cycle for Change Challenge is not a City Sponsored Event.



LPAR13-00053: Cycle for Change Challenge

- **AFFECTED DISTRICTS:** 5 and 6
- **LOCATION OF ASSEMBLY:** Eastwood Park
- **COURSE SUMMARIES:**
 - 12MILE ROUTE: Start at Eastwood Park, take Album to Wedgewood, right on Wedgewood, right on Montana, turn around at Joe Battle, continue on Montana to Wedgewood to Album and end at starting point.
 - 20MILE ROUTE: Start at Eastwood Park, take Album to Wedgewood, right on Wedgewood, right on Montana, turn around at North Zaragosa, continue on Montana to Wedgewood to Album and end at starting point.
 - 50MILE ROUTE: Start at Eastwood Park, take Album to Wedgewood, right on Wedgewood, right on Montana, turn around at Hueco Ranch Road, continue on Montana to Wedgewood to Album and end at starting point.
- **EL PASO SHERIFF'S OFFICE TO PROVIDE TRAFFIC CONTROL**



LPAR13-00053: Cycle for Change Challenge

CITY COUNCIL ACTION NEEDED: City Council approve the Resolution authorizing the City Manager to sign the Agreement for the Temporary Closure of State Right-of- Way (Form TEA 30 A) required by the Texas Department of Transportation (TxDot) for closures of State ROW within the El Paso City Limits for a period in excess of four hours.

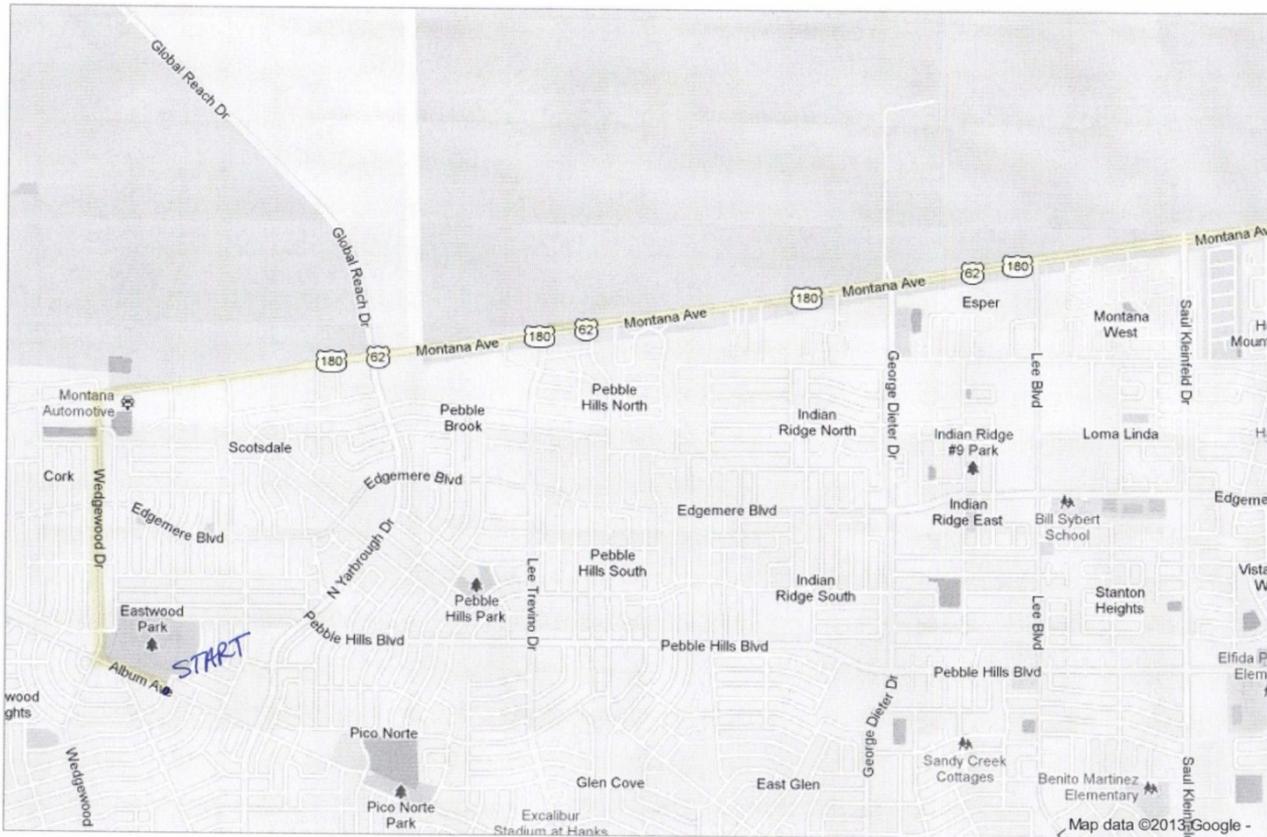
- **Applicable To:** Montana Avenue (US 62/180), Joe Battle Boulevard (Loop 375), and Zaragoza Road (FM 659)



LPAR13-00053: 12 Mile Route

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

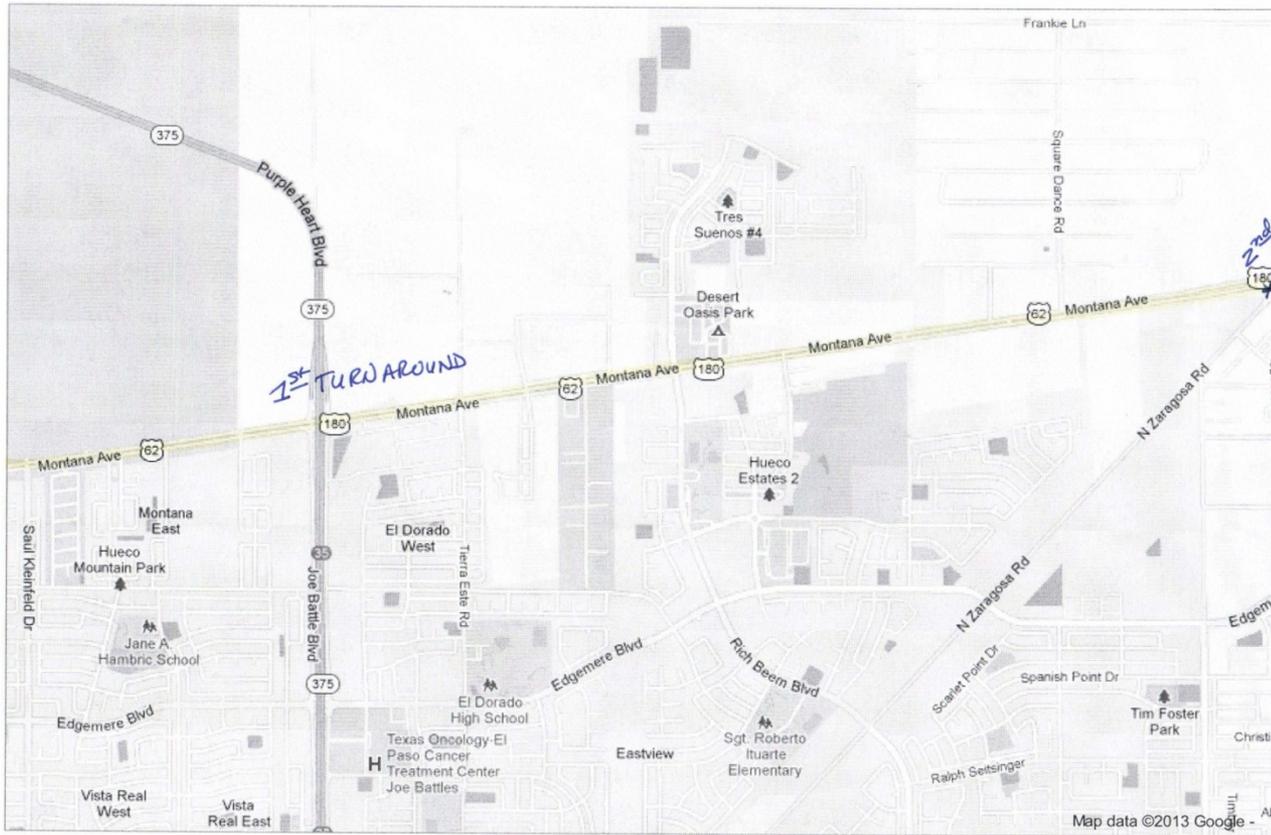




LPAR13-00053: 20 Mile Route

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.





LPAR13-00053: 50 Mile Route

