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

AGENDA DATE: October 26, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Klarissa Mijares, (915) 212-1544

**DISTRICT(S) AFFECTED**: District 8

STRATEGIC GOAL: #4 Enhance El Paso's quality of life through recreational, cultural and educational

environments

**SUBGOAL:** 4.2 Create innovative recreational, educational and cultural programs

## SUBJECT:

That the closure of rights-of-way within the City of El Paso for the Winterfest and Scherr Legate Celebration of Lights Parade from Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November 21, 2021 and Saturday, November 20, 2021 12:00 p.m. to 10:00 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 Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV21-00086)

## **BACKGROUND / DISCUSSION:**

EVENT NAME: Winterfest and Scherr Legate Celebration of Lights Parade

PERMIT CASE NUMBER: CSEV21-00086

EVENT DATE/HOURS: Saturday, November 20, 2021, at 5:00 p.m. to 8:00 p.m.

TRAFFIC CONTROL: Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November

21, 2021

Saturday, November 20, 2021 12:00 p.m. to 10:00 p.m.

STATE ROW IN USE: Mesa St. between Franklin Ave. and Paisano Dr.

Texas Ave. between Oregon St. and Ange St.

APPLICANT: The City of El Paso Parks and Recreation

## PRIOR COUNCIL ACTION:

N/A

## **AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

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DEPARTMENT HEAD: Kevin Smith for Philip Etiwe

Revised 04/09/2021

## RESOLUTION

WHEREAS, Winterfest and Scherr Legate Celebration of Lights Parade (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Winterfest and Scherr Legate Celebration of Lights Parade from Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November 21, 2021 and Saturday, November 20, 2021 12:00 p.m. to 10:00 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 Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. within El Paso, Texas; and

**WHEREAS,** 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the Winterfest and Scherr Legate Celebration of Lights Parade from Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November 21, 2021 and Saturday, November 20, 2021 12:00 p.m. to 10:00 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 Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures Begin on Following Page)

APPROVED this day of	, 2021.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
hard Ta	Kevin Smith for
Russell T. Abeln	Philip F, Etiwe, Director
Assistant City Attorney	Planning & Inspections Department

STATE OF TEXAS
COUNTY OF EL PASO

## AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

## WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St., for the purpose of allowing the Winterfest and Scherr Legate Celebration of Lights Parade, from 6:00 a.m. on Saturday, November 20, 2021, to 3:00 a.m. on Sunday, November 21, 2021 and 12:00 p.m. to 10:00 p.m. on Saturday, November 20, 2021 as described in the attached "Exhibit A", hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 26<sup>th</sup> day of October, 2021, the El Paso City Council passed a Resolution, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## 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.

21-1007-2808 | 1128042

## 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 Texas Department of Transportation Attn: Tomas Gonzalez Attn: Tomas Trevino, P.E. City Manager El Paso District Engineer 300 N. Campbell- City 1, 2<sup>nd</sup> Floor 13301 Gateway West El Paso, Texas 79901 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 **APPROVED AS TO FORM:** APPROVED AS TO CONTENT: Kevin Smith Philip F. Etiwe, Director Russell T. Abeln **Assistant City Attorney** Planning and Inspections Department THE STATE OF TEXAS Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

21-1007-2808 | 1128042

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

By:

## EXHIBIT "A"



## City of El Paso Special Event Permit Parade



Permit No: CSEV21-00086

Event Name: WINTERFEST AND SCHERR LEGATE CELEBRATION OF LIGHTS

**PARADE** 

Issued: 10/15/2021 Expires: 11/20/2021

## **Applicant**

NICOLAS VALDES 801 TEXAS AVE EL PASO, TX79901

**Description:** Begin staging on Mills, Texas Florence, Ochoa and Virginia. Parade begins on the corner of Texas Ave. and Campbell St., south to Overland St. west to El Paso St., north to San Antonio Ave., east to Mesa St., north to Main, east to Stanton, south to Mills Ave and east to end at Campbell St..

**EPPD:** The El Paso Police Department has no objections with this event. The Department will police the event with 69 officers and 60 vehicles. Traffic control times will be from 11:30 to 20:00 11/20/2021.

EPFD: Barriers and fences in application refer to traffic control. There will be no fencing or barricades to control ingress or egress of pedestrian foot traffic.

**DMD:** CITY OF EL PASO WILL BE RESPONSIBLE FOR POST EVENT CLEAN-UP. **STREETCAR:** Applicant has complied with the Track Access Program requirements.

Event Type: Parade Park Use: Yes Amplification: Yes

Participants/Attendees: 1,150 Event Staff/Volunteers: 150

Vehicles: 60 Animals: No Other:

EVENT STREET MONITORING

Start Date: 11/20/2021 Start Date: 11/20/2021

Start Time: 17:00 Start Time: 6:00

End Date: 10/20/2021 End Date: 11/21/2021

End Time: 20:00 End Time: 3:00

## \*\* NOTICE \*\*

Permittee shall comply with all applicable City, State and Federal rules and/or regulations in conjunction with the event, including, but not limited to, park, noise and alcohol. Permitte acknowledges all information presented and contained herein is factually accurate. Permittee understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

THE CONTACT PERSON FOR THE EVENT SHALL CARRY THE PERMIT DURING THE EVENT.

Given under my hand and The City of El Paso Seal on this date:





**Applicants Signature** 

## Parades and Public Assemblies

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

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

## **Park Information and Rules**

- 1. Electricity is not provided, unless event is held in a Reserve.
- 2. Water is not provided.
- 3. Portable restrooms are not provided; permanent restrooms are available at Reserves.
- 4. No excavation or placing of stakes into the ground.
- 5. Park Closed 11:00 p.m. 6:00 a.m. (Downtown Parks Closed from 1:00 a.m. 6:00 a.m.)
- 6. No vehicles will be driven or allowed onto park grass areas.
- 7. No restriction for the use of the areas or streets by the public shall be imposed.
- 8. Littering and dumping of waste prohibited.
- 9. Glass beverages containers prohibited
- 10. Alcoholic beverages are prohibited.
- 11. Illegal to mar, damage, or destroy city property.
- 12. Camping is prohibited.
- 13. Use of any projectile is prohibited (firearms, air rifles, sling shots, driving golf balls, rock throwing)
- 14. Remove pet droppings, use a leash.
- 15. No horses.
- 16. No amusement devises or jumping balloons without written permission.
- 17. Permit required for sale of goods or services.
- 18. Permit required for amplified public addressing.



## City of El Paso Streets and Maintenance Traffic Control Permit



300 N CAMPBELL ST, EL PASO, TEXAS 79901 Site Address:

EPTC21-04433 Permit No: 10/15/2021 Issued:

> 11/20/2021 Expires:

**Applicant** 

**EL PASO PARKS & RECREATION** 

NICOLAS VALDEZ 801 S TEXAS AVE EL PASO, TEXAS 79905 Phone Number

Applicant: (915) 212-0092

Barricade: (915) 216-7296

Barricade Company

TRAFFIC CONTROL SPECIALIST (TCS)

ADAM MIJARES

3120 TRAWOOD DR STE F EL PASO, TEXAS 79936

WORK AUTHORIZED: EL PASO WINTER FEST 2021 PARADE EVENT W/ VEIWING & STAGING AREAS, PARADE WILL PROGRESS ALONG N CAMPBELL ST TO E OVERLAND ST TO EL PASO ST TO E SAN ANTONIO S1

TO S MESA ST TO W MAIN AVE TO N STANTON ST TO W MILLS AVE & FINISHING ON N

CAMPBELL ST FOR COEP DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES

& SITE MAINTENANCE, SATURDAY 11/20/2021 12:00PM-10:00PM ONLY.

**TYPE OF TRAFFIC** CONTROL SET UP:

1 DAY EVENT - ROAD & ALLEY WAY CLOSURES W/ DETOUR ROUTES ALONG MULTI-LANE

ROADWAYS, SIGNALIZED INTERSECTIONS, AND STREET CAR ROUTE IN DMD

Start Date: 11/20/2021

**Expiration Date:** 11/20/2021

**Length of Term:** Short

**Work Times:** Saturday 12:00pm-10:00pm WORK SITE RECOMMENDATIONS (COVID-19)

Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home. Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.

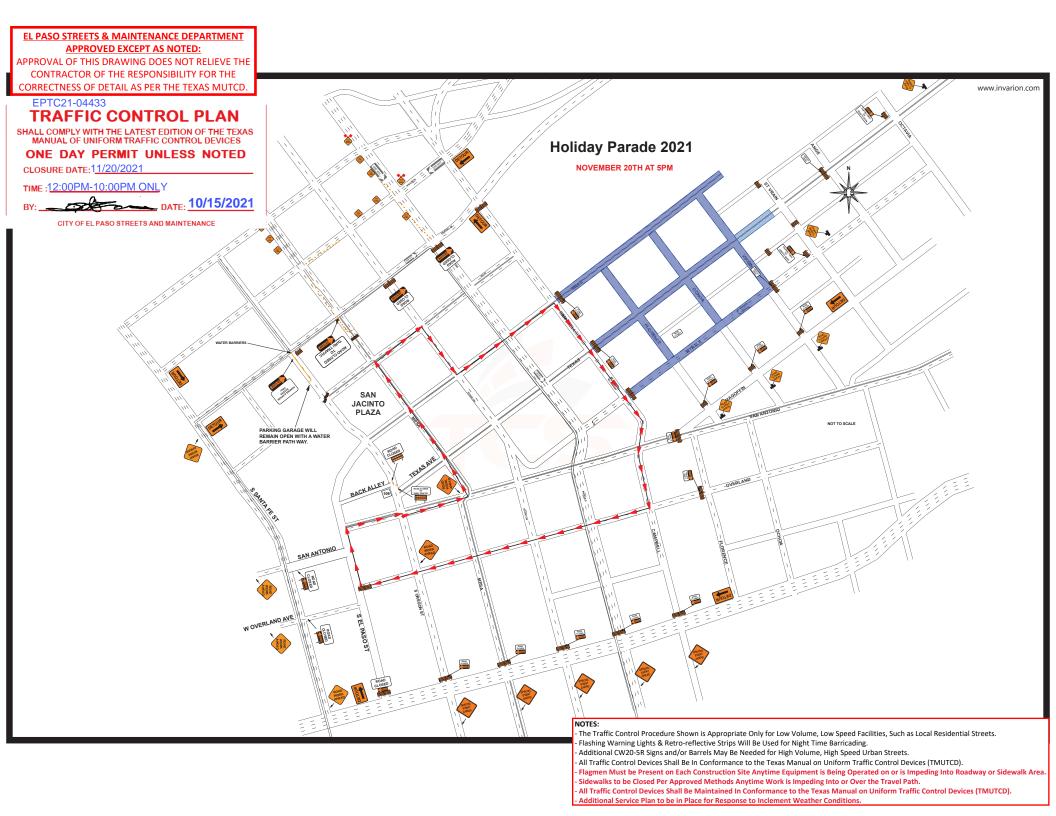
Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARSCoV- 2external icon, the cause of COVID-19, and are appropriate for the surface Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use

Practice social distancing by avoiding large gatherings and maintaining distance (approximately 6 feet or 2 meters) from

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

- 1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
- 2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
- 3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

Sam Rodriguez		- Comment
City Engineer	Contractor's, Owner's or Agent's Signature	Issued By David A. Zamora





# City of El Paso Parks and Recreation Department HOLIDAY PARADE 2021

Map data ©2019 Google, INEGI

## **SATURDAY, NOVEBER 20TH 2021 Total Distance: 1.0 Miles** affic and nearby places Vapor Ap Hotel Indigo El Paso Downtown US Socia Security Admini 11/20/2021 Downtown El Paso 😛 12:00PM-10:00PM STREETS & MAINTENANCE **APPROVED** By David A. at 7:52 am, Oct 15, 2021 Wells rgc Bank \$ /luseum **PARADE STAGING AREA** Consulate General 20 Texas Ave. of Mexico **Anson Mills PARADE ROUTE** San Jacint Internal Jevenue Service @ Plaza n of Art El Paso El Paso County t's Office, overland St. Sheldon Ct Wigwam Museum Greyhound: Bussitation Google Ave 9 **WINTERFEST**

## FIRST AMENDMENT TO LOCAL EMERGENCY DIRECTIVE

## (RECOMMENDATION ONLY)

**SECTION 5. Permitted Activities & Functions.** All of the following activities and functions are permitted. To the greatest extent feasible, these activities and functions shall comply **with Social Distancing Requirements** as defined in Section 1 and by all applicable orders. This Section also sets forth certain exemptions which shall also be permitted.

- d. **Critical Infrastructure.** For purposes of this Directive, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of "Critical Infrastructure," including, but not limited to, public works, construction personnel, and personnel listed on the Department of Homeland Security's Cybersecurity and Infrastructure Agency (CISA) list of "Essential Critical Infrastructure Workers," public works construction.
- i. The following also constitute critical infrastructure: airport operations, water, sewer, gas, electrical, oil refining, oil and gas extraction, coal mining, metal ore mining, nonmetallic mineral mining and quarrying, roads and highways, public transportation, solid waste collection and removal, hazardous materials, internet, cable, wireless and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with **Social Distancing Requirements** as defined in Section 1, to the extent possible. This also includes wired telecommunication carriers, wireless telecommunications carriers (except satellite), telecommunications resellers (except retailers selling devices at physical locations are not permitted), satellite telecommunications, cable and other program distribution, other telecommunications, data processing, hosting and related services, and other information services.
- ii. The following types of construction activities are permitted to include but not be limited to the following: residential and commercial construction, non-residential building construction, heavy and civil engineering, foundation, structure, and building exterior contractors, building equipment contractors, and building finishing contractors. This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's ("CISA") Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 to continue their operation appropriately modified to account for CDC workforce and consumer protection guidance, and the list of industries identified on that memorandum is incorporated here by reference.

## All employers involved in construction activity must institute or comply with following at all job sites:

- a) Comply with Social Distancing Requirements;
- b) Institute staggered shifts;
- c) Provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every ten (10) workers on site;
- d) Provide onsite handwashing stations and portable restrooms stocked with hand soap and/or hand sanitizer with at least 60% alcohol;
- e) Mandate handwashing of at least twenty (20) seconds for workers during the following:
- 1. Before workers begin work;
- 2. After workers remove gloves;
- 3. Before and after the use of shared items such as tools or multi-user devices;
- 4. Before and after any meal or restroom breaks; and
- 5. After a worker's shift or work time ends.
- f) Provide mandatory rest breaks of at least fifteen (15) minutes for every four (4) hours worked so workers may follow hygiene guidelines;
- g) Take no adverse action against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus;
- h) Perform mandatory temperature checks before a worker leaves home. If a worker has a fever of greater than 100 degrees Fahrenheit, then they are prohibited from going to work and must remain at home;
- i) Limit crossover of subcontractors;
- j) Prohibit gatherings during meals or breaks;
- k) Keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- 1) Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own;
- m) Allow non-essential personnel to work from home when possible; and
- n) Designate a COVID-19 safety monitor on each site who has the authority to enforce these provisions.
- o) If possible, provide OSHA's COVID-19 training to all employees.

NOTE: FOR COMPLETE DOCUMENT VISIT: <a href="https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE">https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE</a> ENGLISH.pdf



## CITY OF EL PASO - STREETCAR

# TRACK ACCESS PERMIT CSSN21-00010

Permitee: On-Site POC: Issued: 10/14/2021

NICOLAS VALDES CARLOS RODRIGUEZ

801 TEXAS AVE. EL PASO, TX 9152245976 **Permit Type:** Special Event 79905

Work Site Location: Parade will start on the corner of Texas and Campbell going south on Campbell to Overland

turning west on overland to El Paso St. turning north on El Paso St. to San Antonio turning west

on San Antonio to Mesa St. turning north on Mesa St. to Main Av

## **Description of Permitted Work:**

Winterfest Celebration of Lights Parade

**Valid From:** 11/20/2021 **Valid To:** 11/20/2021

Military Time: 12:00 - 23:00

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

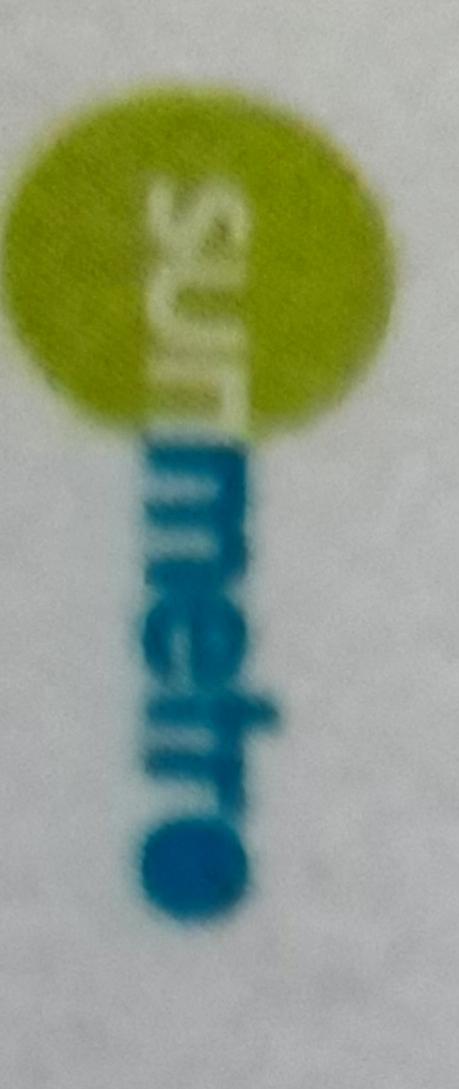
## \*\*\* NOTICE \*\*\*

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

Vanessa Wunoz Issued By: Vanessa Munoz



# El Paso Streetcar Track Access Card 601-A South Santa Fe St. El Paso, Texas 79901



# Nicolas Valdes

D#20-00487

Expiration date: 9/23/2023

## **Submission Completeness Checklist: Special Events**

## REQUIRED DOCUMENTATION FOR STREETCAR TRACK ACCESS PERMIT

<b>SUBMISSION DEADLINES</b> – The following deadlines shall apply:
<ul> <li>Special Event activity – 30 calendar days minimum prior to the start of the event.</li> </ul>
FAILURE TO COMPLY WITH THE 30 – DAY REQUIREMENT WILL RESULT IN AN AUTOMATIC DENIAL OF THE TRACK ACCESS REQUEST APPLICATION.
TRACK ACCESS TRAINING – A track access training shall be completed PRIOR TO submittal of the Track Access Permit application. A valid ID# shall be required on the application at the time of submission. Track Access Training is available online through the Track Access Program Policy website: <a href="http://www.sunmetro.net/streetcar/track-access">http://www.sunmetro.net/streetcar/track-access</a> . For information regarding the online training/test, please reach out to 915-212-3465.
<u>APPLICATION</u> – Each item on this application shall be completed and all documentation required on this form shall be submitted before this application is accepted for processing, to include all signatures/initials. Submittal of an application does not constitute acceptance for processing until Streetcar staff reviews the application for accuracy and completeness.
<u>SITE PLAN/MAP</u> – Submit a site plan or map detailing the event limits or route for any "moving" events.
<b>RAIL INSURANCE</b> - All required insurance shall be submitted with the application as stipulated in Exhibit E of the Track Access Program Policy.
TRAFFIC CONTROL PLAN – A traffic control plan shall be submitted with the application as stipulated in Exhibit D of the Track Access Program Policy.
SAFETY MEETING SIGN-IN SHEET — A sign-in sheet shall be submitted after the issuance of a track access permit and prior to any work/special event taking place on the streetcar right-of-way. Refer to Exhibit K of the Track Access Program Policy for a sign-in sheet template or provide your own template with printed name and signature of all that attended



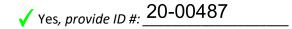
# Exhibit A1 Track Access Request - Special Event



**Accela CSSN** 

1.0	Date of Submission:	9-28-2021			
1.1	Date of Event:	11-20-2021	_	Office U	se Only
1.2	Hours of Event:	From 12.00DM		DOWNTOWN  CSEV:	UPTOW
		12:00PM	11:00PM		Use Only
2.0	Requestor:	Nicolas Valdes			
2.1	Title:	Recreation and	Sports Coordinator		
2.2	Company:	City of El Paso	Parks & Recreation		
2.3	Address:	801 Texas Ave	·		
2.4	Cell Number:	915-249-5873			
2.5	Email Address:	valdesnx@el paso texas.gov			
3.0	Description of Event: Winterfest Celebra	tion of Lights Parade	e		
4.0	Number of Participant	ts: 10000			
5.0		be location of event are	a, example – Santa Fe from Fro	anklin to Paisano or	the
	Overland turning w Mesa St. going no	est to El Paso St. g	ve and Campbell St. going oing north to San Antonio urning east to Stanton St. St.	Ave. turning eas	t to

6.0 Do you have a valid Track Access Training ID#?



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

7.0	Is your Special Event considered a "Moving" Special Event? (i.e., Walk, Run, Marathon, March, Parade)
	✓ Yes No
	If yes, Streetcar Specific Temporary Traffic Control as referenced in Exhibit D, Typical Applications is required at time of application submission. Failure to provide a Traffic Control Plan will result in an automatic denial of application.
8.0	Does your event include the use of vehicles or parade floats?
8.1	If Yes, provide a description of vehicle(s):  Floats will be decorated with Christmas theme.
8.2	Vehicle Height*: 14 Vehicle Width: 6 Number of Vehicles: 60 * Vehicle height measured from ground level to top most element of vehicle or float.
9.0	Does your event include the use of a stage, tent, canopy, elevated platform, or any temporary
	structure?
9.1	If Yes, provide a description of structure:
9.2	Structure Height*: Structure Length: Structure Depth:   * Structure height measured from ground level to top most element.
	Acknowledgements
10.0	Operational Right-of-Way will require Streetcar Specific Temporary Traffic Control and the use of a Streetcar Flagger (if during revenue-service hours), as referenced in Exhibit D. I also understand that an approved Traffic Control Plan (TCP) or Pedestrian Control Plan (PCP) will also be required and that all flaggers and signage meet Texas Department of Transportation (TxDOT) standards incorporated in the most recent edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Furthermore, I understand that the City of El Paso will not furnish a Streetcar Flagger on my behalf, and that it is the sole responsibility of the applicant to contract with a traffic control provider.
10.2	I understand when there exists multiple permits, or requests for access to the ROW it shall be the policy of EPSC to accept/process requests on a first come, first serve basis. Only one (1) Permitee may occupy the same requested portion of the ROW at a time, subsequent requests for the use of an already allocated portion of the ROW will be denied regardless of permission obtained from other COEP departments, contractors, vendors, or other regulatory entity. NV (initials)
10.3	I understand that I must provide insurance as a condition of this permit application in accordance with Exhibit E. $\frac{NV}{}$ (initials)

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

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

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

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

10.4	Applicant Name:	licolas	Valdes	<u>S</u>		
10.5	Applicant Signature:	Nicolas	Valdes	Digitally signed by Nicolas Valdes Date: 2021.09.28 14:16:38 -06'00'	Date:	9/28/2021

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

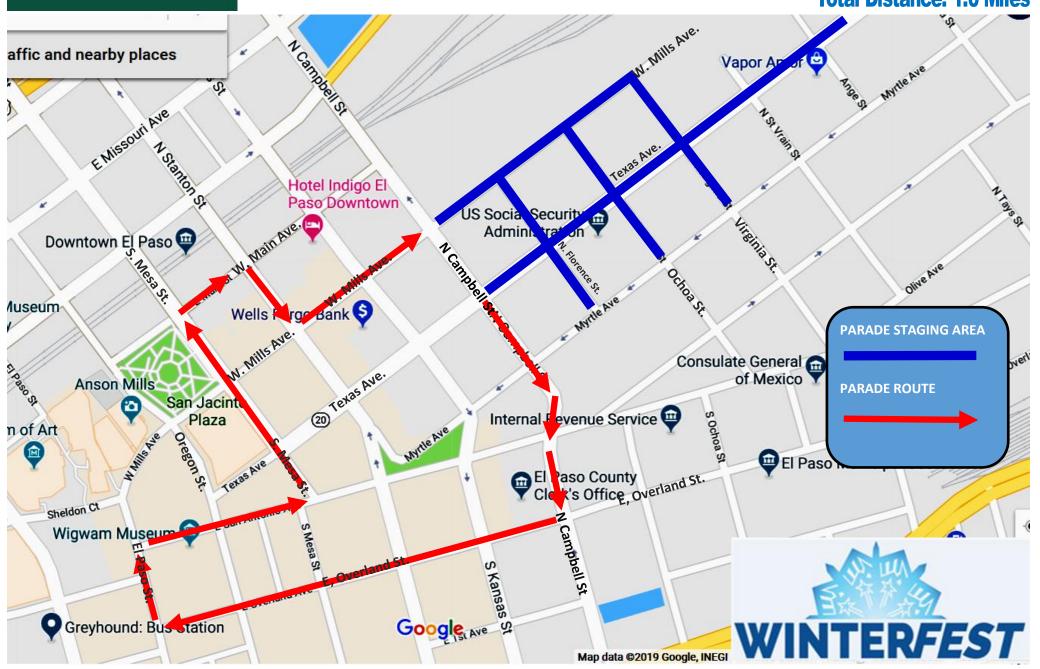
https://epermits.elpasotexas.gov/CitizenAccess/Default.aspx

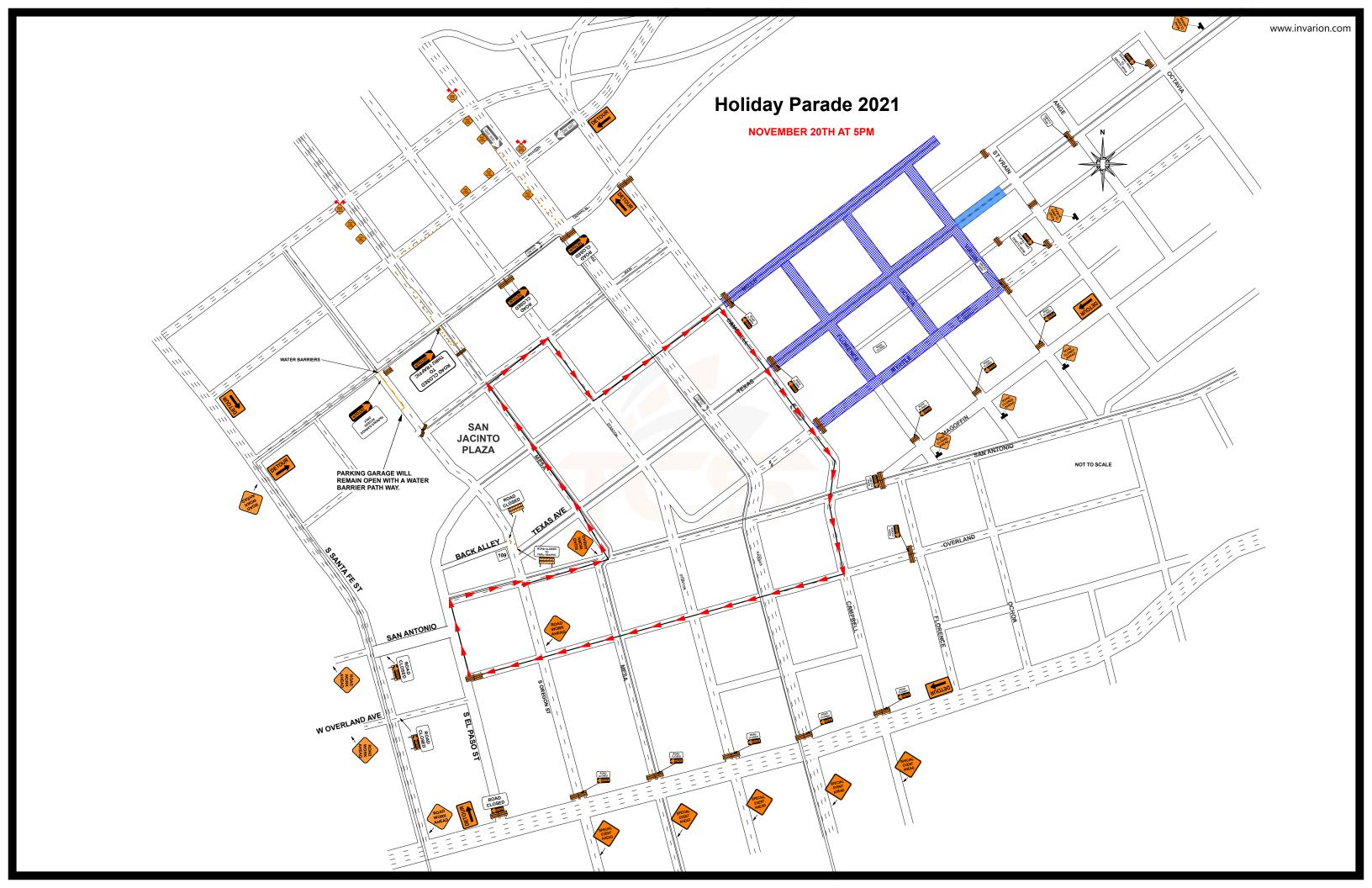


# City of El Paso Parks and Recreation Department HOLIDAY PARADE 2021

**SATURDAY, NOVEBER 20TH 2021** 

## **Total Distance: 1.0 Miles**





Organization Information				
Name of the Organization:				
City of El Paso Parks & Recreation Depart	ment			
Address:				
801 S. Texas Ave.				
City	State	Zip Code		
El Paso	Texas	79905		
Phone				
915-212-0092				
E-Mail:				
valdesnx@elpasotexas.gov				
Contact Information				
Name:				
Nicolas Valdes				
Address:				
801 S. Texas Ave.				
City:	State:	Zip Code:		
El Paso	Texas	79905		
Phone:				
915-249-5873				
E-Mail:				
valdesnx@elpasotexas.gov				

Español

Preferred Language:

English

## **Event Details**

Name of the Event:								
Winterfest and Scherr Legate Celebration of Lights Parade								
Location of the Event: (Ever	nt must take plac	e in city l	imits or on pai	rk grounds)				
Corner of Texas Ave. and	Campbell St.							
City		State				Zip Code		
El Paso		Texas				79901		
Event Type: (Only Choose O	ne)							
Athletic Event	March	March		Procession	on		PI	D Escort
Bazaar	Block	Block Party		<ul><li>Celebration</li></ul>		Fe	estival	
Sidewalk Sale	Street	Street Dance		Street Display		Ot	ther:	
Target Audience: (Only Choo	ose One)							
18 Years +	21 Years +	1 Years + Families		Children			Teens	
Does the event route or footprint cross or take place near/on Union Pacific railroad property?								
Yes • No								
Does the event route or footprint cross or take place near/on Streetcar right-of-way?								
• Yes			No					
Does the event take place on a park?								
● No Yes (List Park Name):								
Does your event utilize a parking lot or private property? (If yes; see additional documentation below)								
No	No Yes (Provide Address):401 N. Mesa							

## **Additional Documentation**

If your event will be utilizing a parking lot or private property please provide a letter on letterhead from the business manager, owner, property owner on letterhead. \*Further review will be required to ensure additional permits are not needed.

## **Parades Only**

Where will you begin staging for your parade	? (Provide the exact loc	ation)		
City 3				
Address:				
801 Texas Ave.				
City:	State:		Zip Code:	
El Paso	Texas		79901	
How will the parade participants be released?				
All at Once		● In waves/groups		
Turn-by-Turn Directions: (Include this on your attached route; if utilizing MapMyRun provide the map link)				
Begin staging on Mills, Texas Florence, Ochoa and Virginia. Parade begins on the corner of Texas Ave. and Campbell St., south to Overland St. west to El Paso St., north to San Antonio Ave., east to Mesa St., north to Main, east to Stanton, south to Mills Ave and east to end at Campbell St				

## Event Date(s) & Time, Traffic Control & Traffic Monitoring

	Event Date		Event Time
Start Date:	November 20, 2021	Start Time:	5:00 PM
End Date:	November 20, 2021	End Time:	8:00 PM
Traffic Control			
Start Date:	November 20, 2021	Start Time:	12:00 PM
End Date:	November 20, 2021	End Time:	10:00 PM
	Traffic M	lonitoring	
Start Date:	November 20, 2021	Start Time:	12:00 PM
End Date:	November 20, 2021	End Time:	10:00 PM

## Expected Event Attendance (Whole numbers only)

Anticipated number of participants:
1150
Anticipated number of event staff/volunteers:
150
Anticipated number of vehicles:
60
Type of Vehicle: (food truck, trailer, etc.):
Float Vehicles
Anticipated number of total people attending event:
70000
How are the numbers above determined?
Jacobs' Method +/- 20%

## **Event Clean Up**

No

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 City Street Sweeping services below.

Who is responsible for the clean up of the event footprint? (Street, Sidewalk, Park, etc.)

Applicant

Output

Output

Downtown Management District

Third Party Service

Ricardo Bustamante

915-400-2294

What is your cleaning and sanitation plan? (Be detailed)

Parks & Recreation and Streets and Maintenance Departments will clean up during and after the event. DMD cleaning crew services will be requested to complete the cleaning.

Will you have portable jons and/or handwashing stations? (If yes, list the company name and phone number)

Yes: Sarabia's Portable Jons & Blue Sanitation

## **Event Clean Up continued**

Alley affected?

Description of Closure (Name of streets that are being closed):

Mesa and Texas will be closed from 12pm-12pm.

Rest is staggered closure - see TCP.

Yes

How many portable jons and/or handwashing stations will you have?

Portable Jons: 65	Handwashing Stations:20		
Alcohol Sales and Consumption			
Insurance and other provisions may be required when hosting, serving, consuming or selling on city right-ofway. All alcohol sales require a TABC license.			
Will alcoholic beverages be sold, served or consumed at the event	?		
no			
Will alcoholic beverages be sold, served or consumed at a city par	k?		
no			
Will alcoholic beverages be sold, served or consumed on city right	-of-way?		
no			
Is your event BYOB?			
no			
ALCOHOL SALES ONLY—Trade Name of the TABC licensed applicant	nt:		
n/a			
Traffic Control Plan			
Traffic control is normally not required for parades; how	vever, it may vary on a case by case basis.		
Barricade Company:			
TCS			

No

## **Police and Security**

EPPD estimated cost for your event will be provided to you; the deposit is to be paid two (2) business days prior to your event date.						
Will you be hiring the El Paso Police Department to conduct traffic control/enforcement for your event?						
• Yes	No (Name of the licensed Texas Peace Officer Entity): EPPD					
If you elected no for the question above submit a signed memo from the respective licensed Texas Peace Officer Entity on department letterhead indicating that they will be providing traffic enforcement services.						
Will you be h	niring security guards (armed/un	armed)?				
No	Yes (Number of Guards): 10					
Name of the Company:						
Night eyes						
Contact Person:						
Barbara Rodriguez						
Address:						
2407 Yande	ell Dr C					
City:		State:	Zip Code:			
El Paso		Texas	79903			
Phone Number:						
(915) 351-0831						
E-Mail:						
nebarb01@night-eyes.com						
Parking Meters						

All parking meters requested for exclusive use will be bagged at 6:00AM on the start date selected; additional fees may apply. Do you need parking meters within the event footprint to be bagged? Yes No

## **Parking Meters continued**

Do you need parking meters outside the event footprint to be bags	ed?				
Yes	● No				
Start Date for Meter Bagging:					
November 19, 2021					
End Date for Meter Bagging:					
November 21, 2021					
Attach the meter numbers on a separate page.					
Fire & Safety					
All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guards may be required and must be approved by EPFD.					
Will temporary fences or barriers be erected?					
yes					
Will temporary membrane structures be erected (tents/canopies)?					
no					
Will stages or other structures be erected?					
no					
Quantity and Size of Structure(s):					
n/a					
Description/Purpose of Structure(s):					
n/a					
How will you supply power to your event?					
n/a					
Will the event feature or utilize fireworks/pyrotechnics?					
Yes	● No				

## **Amplification Use**

Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28						
Will your event use amplified devices, microphones, speakers, instruments?						
• Yes		No				
How many of the following will you be using?						
Microphones:60	Speakers: 60	Amplifiers:	Other:			
Purpose of Amplification: (Select only one)						
Announcements	<ul><li>Ambience</li></ul>	Concert	Advertising			
Location description of amplification devices:						
Floats						

## **Animals**

Applicants are required to keep event footprint clean and free of animal excrement during the event.					
Will your event feature animals?					
<ul><li>No</li></ul>	Yes (Breed and how many):				
How will the animals be used during the event?					
n/a					
Will on-site housing be provided?					
Yes		● No			
If Yes, describe housing:					
n/a					

## **Food Sales**

Health permits are to be pulled separately through the health department.

## **Food Sales continued**

Will the event feature food, beverage or merchandise vendors?				
Yes	• No			
Approximate number of food location:				
Approximate number of beverage locations:				
Approximate number of pre-packaged food locations:				
Approximate number of exposed food location:				

## **General Agreements**

## Please make sure that all required fields are filled in and/or checked. Incomplete applications will be rejected.

- I understand that at least 50% of the estimate for EPPD escort and street sweeping must be paid a minimum of 2 business days in advance prior to permit issuance or my event may be cancelled.
- I understand that at any estimate that is provided is only an approximation of the actual cost. I will be responsible for paying the full cost of the services provided to me, which may be higher than the estimates provided.
- If requesting street sweeping services: I hereby request that the City of EI Paso provide the cleaning as indicated in the application and the city and its employees deem appropriate. I am obligated under the EI Paso City code to keep the event footprint clean of all litter and debris; whether, caused by myself, participants or spectators to the event. I agree to pay the city for the cost
- ✓ I understand that the application fee is non-refundable.
- The information provided in this application as well as the supporting documents are true and correct.

of such cleaning services when I am billed within 30 days of receiving the invoice.

## **Additional Documentation**

Provide your legible route along with turn-by-turn directions.

Provide your legible site map.

## **Electronic Signature & Date**

eSigned via SeamlessDocs.com

\*\*Micolas Valdes\*\*

Key: cb0d572becc1559710d1c49893b3408a\*\*

09/18/2021