

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

**AGENDA DATE:** October 11, 2022  
**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 Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 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. (CSEV22-00079)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** WinterFest Parade  
**PERMIT CASE NUMBER:** CSEV22-00079  
**EVENT DATE/HOURS:** Saturday, November 19, 2022, at 5:00 p.m. to 8:00 p.m.  
**TRAFFIC CONTROL:** Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022  
Saturday, November 19, 2022 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?**  YES  NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

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## RESOLUTION

**WHEREAS, WinterFest 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 Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 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 Parade from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022 and Saturday, November 19, 2022 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.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

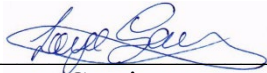
**CITY OF EL PASO:**

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

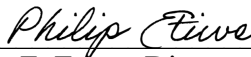
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO   §

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

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

**W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including 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 06:00 a.m. on Saturday, November 19, 2022, to 3:00 a.m. on Sunday, November 20, 2022 and 12:00 p.m. to 10:00 p.m. on Saturday, November 19, 2022 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 11<sup>th</sup> day of October, 2022, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

## **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

## **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

**B.** The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law

enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State’s right of way, the local government and/or its contractors shall furnish to the State a completed “Certificate of Insurance” (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

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

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

**Article 13. SOLE AGREEMENT**

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

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

**THE CITY OF EL PASO**

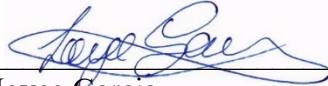
Executed on behalf of the local government by:

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

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_  
Tomas Trevino, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_





# City of El Paso Special Event Permit Parade



Permit No: **CSEV22-00079**  
Event Name: **WINTERFEST PARADE**  
Issued: **9/27/2022**  
Expires: **11/19/2022**

### Applicant

NICOLAS VALDES  
801 TEXAS AVE  
EL PASO, TX 79901

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

EPPD: El Paso Police Department has no objections to 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 on 11/19/2022. Staging Area: 24 Officers assigned to the Command Post and staging area will be scheduled to report to work at 1130 hours in order to secure the staging area by noon. 17 marked vehicles plus 1 Command Post will be needed for the staging area between approximately 1130-2000 hours. 2 marked motorcycles will be needed for the staging area between approximately 1130-2000 hours. Parade Route: 45 Officers will be needed to report to work by 1400 hours in order to secure the parade route by 1500 hours. 34 marked vehicles will be needed to secure the parade route. 6 marked motorcycles will be needed to secure the parade route.

Event Type: Parade                      Park Use: Yes                                      Amplification: Yes  
Participants/Attendees: 1,150              Event Staff/Volunteers: 150  
Vehicles: 60                                      Animals: No    Other:

### EVENT

Start Date: 11/19/2022  
Start Time: 17:00  
End Date: 11/19/2022  
End Time: 20:00

### STREET MONITORING

Start Date: 11/19/2022  
Start Time: 12:00  
End Date: 11/19/2022  
End Time: 22:00

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

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

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

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

Issued By 

**E-MAILED**

Applicants Signature

## Parades and Public Assemblies

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

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



# City of El Paso

## Streets and Maintenance

### Traffic Control Permit



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

Permit No: **EPTC22-03796**

Issued: **09/12/2022**

Expires: **11/19/2022**

<u>Applicant</u> <b>EL PASO PARKS &amp; RECREATION</b> NICOLAS VALDEZ 801 S TEXAS AVE EL PASO, TEXAS 79905	<u>Phone Number</u> <b>Applicant: (915) 212-0092</b> <b>Barricade: (915) 216-7296</b>	<u>Barricade Company</u> <b>TRAFFIC CONTROL SPECIALIST (TCS)</b> ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
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**WORK AUTHORIZED:** 2022 EL PASO WINTERFEST PARADE PRESENTED BY COEP PARKS & RECREATION, SITE INCLUDES FLOAT VIEWING & STAGING AREAS, PARADE WILL START ALONG N CAMPBELL ST & PROGRESS TO E SAN ANTONIO ST TO N MESA ST TO E MAIN ST TO N STANTON ST TO E MILLS AVE TO N STANTON ST TO W MILLS AVE & FINISHING BACK ON N CAMPBELL ST FOR A COEP DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 11/19/2021 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:** 11/19/2022

**Expiration Date:** 11/19/2022

**Length of Term:** Short

**Work Times:** **Saturday 12:00pm-10:00pm**  
 (No Early Set Up or Late Pick Up)

\*\*\* 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.

City Traffic Engineer

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

Issued By David A. Zamora





## FIRST AMENDMENT TO LOCAL EMERGENCY DIRECTIVE

### (RECOMMENDATION ONLY)

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

d. **Critical Infrastructure.** For purposes of this Directive, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of “Critical Infrastructure,” including, but not limited to, public works, construction personnel, and personnel listed on the Department of Homeland Security’s Cybersecurity and Infrastructure Agency (CISA) list of “Essential Critical Infrastructure Workers,” public works construction.

i. The following also constitute critical infrastructure: airport operations, water, sewer, gas, electrical, oil refining, oil and gas extraction, coal mining, metal ore mining, nonmetallic mineral mining and quarrying, roads and highways, public transportation, solid waste collection and removal, hazardous materials, internet, cable, wireless and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with **Social Distancing Requirements** as defined in Section 1, to the extent possible. This also includes wired telecommunication carriers, wireless telecommunications carriers (except satellite), telecommunications resellers (except retailers selling devices at physical locations are not permitted), satellite telecommunications, cable and other program distribution, other telecommunications, data processing, hosting and related services, and other information services.

ii. The following types of construction activities are permitted to include but not be limited to the following: residential and commercial construction, non-residential building construction, heavy and civil engineering, foundation, structure, and building exterior contractors, building equipment contractors, and building finishing contractors. This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's (“CISA”) Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 to continue their operation appropriately modified to account for CDC workforce and consumer protection guidance, and the list of industries identified on that memorandum is incorporated here by reference.

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

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

**NOTE: FOR COMPLETE DOCUMENT VISIT: [https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE\\_ENGLISH.pdf](https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE_ENGLISH.pdf)**



CITY OF EL PASO - STREETCAR  
TRACK ACCESS PERMIT  
CSSN22-00005

**Permitee:**

NICOLAS VALDES  
801 TEXAS AVE. EL PASO, TX  
79905

**On-Site POC:**

CARLOS RODRIGUEZ  
9152245976

**Issued:** 09/07/2022

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

**Work Site Location:** Parade will start at the corner of Texas Ave. and Campbell to go south to San Antonio to turn West to Mesa to go North to Main to turn East to Stanton to go South to Mills to turn East to Campbell to finish the parade back on Texas and Campbell.

**Description of Permitted Work:**

Celebration of lights parade 2022

**Valid From:** 11/19/2022

**Valid To:** 11/19/2022

**Military Time:** 12:00 - 23:59

**Streetcar Notes:**

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



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

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

*Teresa Davila*

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**Issued By:** Teresa Davila



# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

## Organization Information

Name of the Organization:

City of El Paso Parks & Recreation Department

Address:

801 S. Texas Ave.

City

State

Zip Code

El Paso

Texas

79902

Phone

9152685923

E-Mail:

valdesnx@elpasotexas.gov

## Contact Information

Name:

Nicolas Valdes

Address:

801 S. Texas Ave.

City:

State:

Zip Code:

El Paso

Texas

79902

Phone:

915-268-5923

E-Mail:

valdesnx@elpasotexas.gov

Preferred Language:

English

Español



# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

## Event Details

Name of the Event:

Winterfest Celebration of Lights Parade

Location of the Event: (Event must take place in city limits or on park grounds)

Corner of Texas Ave. and Campbell St.

City

State

Zip Code

El Paso

Texas

79901

Event Type: (Only Choose One)

Athletic Event	March	Procession	PD Escort
Bazaar	Block Party	<input checked="" type="radio"/> Celebration	Festival
Sidewalk Sale	Street Dance	Street Display	Other:

Target Audience: (Only Choose One)

18 Years +	21 Years +	<input checked="" type="radio"/> Families	Children	Teens
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Does the event route or footprint cross or take place near/on Union Pacific railroad property?

Yes	<input checked="" type="radio"/> No
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Does the event route or footprint cross or take place near/on Streetcar right-of-way?

<input checked="" type="radio"/> Yes	No
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Does the event take place on a park?

<input checked="" type="radio"/> No	Yes (List Park Name):
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Does your event utilize a parking lot or private property? (If yes; see additional documentation below)

No	<input checked="" type="radio"/> Yes (Provide Address): 401 N. Mesa
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## 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.**



# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

## Parades Only

Where will you begin staging for your parade? (Provide the exact location)

City 3

Address:

801 Texas Ave.

City:

El Paso

State:

Texas

Zip Code:

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)

Please see attachment.

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

Event Date		Event Time	
Start Date:	November 19, 2022	Start Time:	5:00 PM
End Date:	November 19, 2022	End Time:	8:00 PM
Traffic Control			
Start Date:	November 19, 2022	Start Time:	12:00 PM
End Date:	November 19, 2022	End Time:	10:00 PM
Traffic Monitoring			
Start Date:	November 19, 2022	Start Time:	1:00 PM
End Date:	November 19, 2022	End Time:	10:00 PM



# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

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## 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

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	City Street Sweeping	<input checked="" type="radio"/> Downtown Management District	Third Party Service
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Name and cell phone number of the on-site responsible person for clean up:

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

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

No	<input checked="" type="radio"/> Yes: Sarabia's Portable Jons & Blue Sanitation
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# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

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## Event Clean Up continued

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-of-way. 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 park?

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:

n/a

## Traffic Control Plan

Traffic control is normally not required for parades; however, it may vary on a case by case basis.

Barricade Company:

TCS

Alley affected?

Yes

No

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

Campbell St. from Main St. to San Antonio St.  
Mills Ave. from Virginia to Campbell  
Texas Ave. from Ange to Oregon  
Myrtle Ave. from Virginia to Campbell



# EVENT PERMIT APPLICATION

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## 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 hiring security guards (armed/unarmed)?

No       Yes (Number of Guards): 10

Name of the Company:

Night eyes

Contact Person:

Barbara Rodriguez

Address:

2407 Yandell Dr C

City:

El Paso

State:

Texas

Zip Code:

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



# EVENT PERMIT APPLICATION

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## Parking Meters continued

Do you need parking meters **outside the event** footprint to be bagged?

Yes

No

Start Date for Meter Bagging:

November 18, 2022

End Date for Meter Bagging:

November 20, 2022

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?

no

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





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## 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: 10

Speakers: 10

Amplifiers: 1

Other:

Purpose of Amplification: (Select only one)

Announcements

Ambience

Concert

Advertising

Location description of amplification devices:

Parking lot on 401 N. Mesa

## Animals

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

Will your event feature animals?

No

Yes (Breed and how many):

How will the animals be used during the event?

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.



# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

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## Food Sales continued

Will the event feature food, beverage or merchandise vendors?

Yes

No

Approximate number of food location:

18

Approximate number of beverage locations:

2

Approximate number of pre-packaged food locations:

0

Approximate number of exposed food location:

18

## 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 El Paso provide the cleaning as indicated in the application and the city and its employees deem appropriate. I am obligated under the El 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 of such cleaning services when I am billed within 30 days of receiving the invoice.

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.

## Additional Documentation

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

Provide your legible site map.



# EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1544

## Electronic Signature & Date

eSigned via SeamlessDocs.com

*Nicolas Valdes*

06/30/2022

Key: cb0d572becc1559710d1c496893b3408a