

**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 WinterFest Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022, 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 Texas Ave. 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. (CSEV22-00078)

BACKGROUND / DISCUSSION:

EVENT NAME: WinterFest Opening Day
PERMIT CASE NUMBER: CSEV22-00078
EVENT DATE/HOURS: Saturday, November 19, 2022, at 5:00 p.m. to 11:00 p.m.
TRAFFIC CONTROL: Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m.
STATE ROW IN USE: Mesa St. between Franklin Ave. and Texas Ave.
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

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

WHEREAS, WinterFest Opening Day (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 Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022,** (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 Texas Ave.** 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 Opening Day from Saturday, November 19, 2022 6:00 a.m. to 3:00 a.m. on Sunday, November 20, 2022,** 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 Texas Ave.** 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:

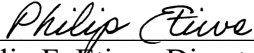
Laura D. Prine
City Clerk

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 Texas Ave., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa St. between Franklin Ave. Texas Ave., for the purpose of allowing the WinterFest Opening Day, from 06:00 a.m. on Saturday, November 19, 2022, to 3:00 a.m. on Sunday, November 20, 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 11th 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:

Local Government:	State:
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: 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:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Efiwe, 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 Special Event



Permit No: **CSEV22-00078**
Event Name: **WINTERFEST OPENING DAY**
Issued: **9/27/2022**
Expires: **11/20/2022**

Applicant

NICOLAS VALDES
801 TEXAS
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 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: El Paso Police Department has no objections to this event. The Department will police the event with 25 officers and no vehicles. Twenty-five (25) Uniformed Texas Peace Officers, this includes one supervisor, will be needed to work the event. Due to Officers being in the area of the San Jacinto Park, no marked vehicles will be needed for this assignment. Alcohol prohibited.

Event Type: Celebration Park Use: Yes Amplification: Yes
Participants/Attendees: 75,000 Event Staff/Volunteers: 350
Vehicles: 0 Animals: No Other:

EVENT

Start Date: 11/19/2022
Start Time: 17:00
End Date: 11/19/2022
End Time: 23:00

TRAFFIC CONTROL


Start Date: 11/19/2022
Start Time: 06:00
End Date: 11/20/2022
Start Date: 03:00

**** NOTICE ****

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

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

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

Issued By 

E-MAILED
Applicants Signature

Temporary Events and Special Event

All temporary events and special events requests shall comply with the following as conditions of the permit:

1. Permittee(s) shall comply with all provisions of Section 15.08.120 L (Special Events - Temporary Street Closures) or Section 13.36 (Temporary Events) - of the El Paso City Code.
2. Permittee(s) shall ensure all traffic control mechanisms, signs, and devices are installed as shown in the approved Traffic Control Plan, incorporated herein and attached hereto as Exhibit "D" for the duration of the street closure. Failure to install or maintain traffic control mechanisms, signs and devices may result in a fine as per Section 12.30.160 (Traffic Control Devices - Violation) of the El Paso City Code.
3. Permittee(s) for special privilege requests shall maintain liability insurance in the following minimum amounts for the during the event
 - a. \$1,000,000 per occurrence for injury, death or property damage per occurrence
 - b. \$1,000,000 general aggregate limit
 - c. Said insurance policy shall be issued by an insurance company authorized to do business in the state of Texas and shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees, and the Permittee, its agents, servants or employees.
 - d. Said insurance policy shall name the Permittee(s) and the City as insured to the full amount of the policy limits.
4. A for-use increased fire occupancy permit will be required for the event. Fire Marshall Guards may be required for the event. Permittee(s) will be responsible for any applicable fees related to Fire Occupancy and Fire Marshall Guard requirements prior to the issuance of this permit.
5. Fire apparatus access roads shall have an unobstructed (including off-street parking) width of no less than 20 feet. Fire hydrants, fire department inlet connections, and fire department control valves shall not be obstructed in any manner to prevent such equipment from being immediately discernible.
6. The Permittee(s) shall coordinate with the Police Department to ensure that there is adequate emergency accessibility to and within the area as well as adequate safety provisions for the event. The Permittee(s) is/are responsible for coordinating any request for off-duty Police Department personnel or other Law Enforcement Agency personnel prior to the issuance of this permit.
7. Emergency access will be required for El Paso Water Utilities (EPWU) personnel and vehicle access for emergency repair. EPWU meters and manholes, water and sanitary sewer facilities must remain clear and unobstructed for EPWU personnel. Drainage systems in the area must remain unimpeded. No perforations may be done to the sidewalks and pavement within public rights-of-way.
8. Permittee shall coordinate with Environmental Services to address garbage removal after the event at (915) 621-6700 prior to the issuance of this permit.
9. The Permittee(s) shall be responsible for cleaning and removing of all litter and debris left on the roadways, sidewalks, and other public rights-of-way immediately upon the conclusion of the event. If the Permittee(s) fails to clean and remove all litter and debris within four hours of the end of the event, the city may perform such cleaning and the Permittee(s) shall be responsible for the costs of the city cleaning. Payment of any city cleaning costs shall be due and payable within 10 days of receipt of the bill form Financial Services.
10. Department of Public Health permits are required for food and beverages sold during the event. Applications must be received by the Department of Public Health at least 72 hours prior to the event. Applications received less than 72 hours prior to the event will be subject to express permit fees. Food and beverage booths will be inspected at least one hour prior to the start of the event. The Department of Public Health will not inspect booths that are not ready for service. Failure to be ready for inspection may result in a re-inspection fees by the Department of Public Health. Permittee(s) are responsible for ensuring all food and beverage vendors are ready for inspection. Coordinate with the Department of Public Health at (915) 541-4434.
11. Coordinate with the Texas Alcoholic Beverage Commission (TABC) for the sale and service of alcoholic beverages during the event at (915) 834-5860. The TABC license shall submit the request for a temporary alcoholic beverage permit at least ten days prior to the event. Applications not received by the TABC ten days prior to the event are subject to denial of the TABC temporary alcohol license. Licensee and permittee(s) are responsible for ensuring that all sales of alcoholic beverages comply with State Alcoholic Beverage rules and regulations. Failure to follow alcoholic beverage sales rules and regulations may result in penalties by the TABC including but not limited to revocation of an TABC license.
12. Permittee must comply with the Americans with Disabilities Act ("ADA"). Permittee must file any Assurance required under the City Ordinance 9779, prohibiting discrimination against disabled persons.
13. Permittee shall comply with all provisions of Section 9.40 (Noise) and 13.28 (Sound Amplifying Devices).



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 114 W MILLS AVE, EL PASO, TEXAS 79901

Permit No: **EPTC22-03904**

Issued: **09/12/2022**

Expires: **11/20/2022**

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
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WORK AUTHORIZED: 2022 EL PASO WINTERFEST TREE LIGHTING & OPENING DAY PRESENTED BY COEP PARKS & RECREATION, SITE INCLUDES MERCHANDISE BOOTHS, VIP TENTS, FOOD TRUCKS, MAIN STAGE, DECKS, PORTABLE SANITATION UNITS, & EVENT SEATING. EVENT AREA WILL BE INSTALLED ON THE ROADWAY AREA ALONG N MESA ST, E MAIN ST, N OREGON ST, & W MILLS AVE FOR DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 11/19/2022 6:00AM - SUNDAY 11/20/2022 3:00AM ONLY.

TYPE OF TRAFFIC CONTROL SET UP: **1 DAY EVENT:** PARTIAL ROAD CLOSURES W/ DETOUR & ARROWBOARDS, SIDEWALK CLOSURES W/ PEDESTRIAN DETOURS ALONG A MINOR ROADWAY IN DMD

Start Date: 11/19/2022

Expiration Date: 11/20/2022

Length of Term: Short

Work Times: **Sat 6:00am-Sun 3:00am**
 (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.

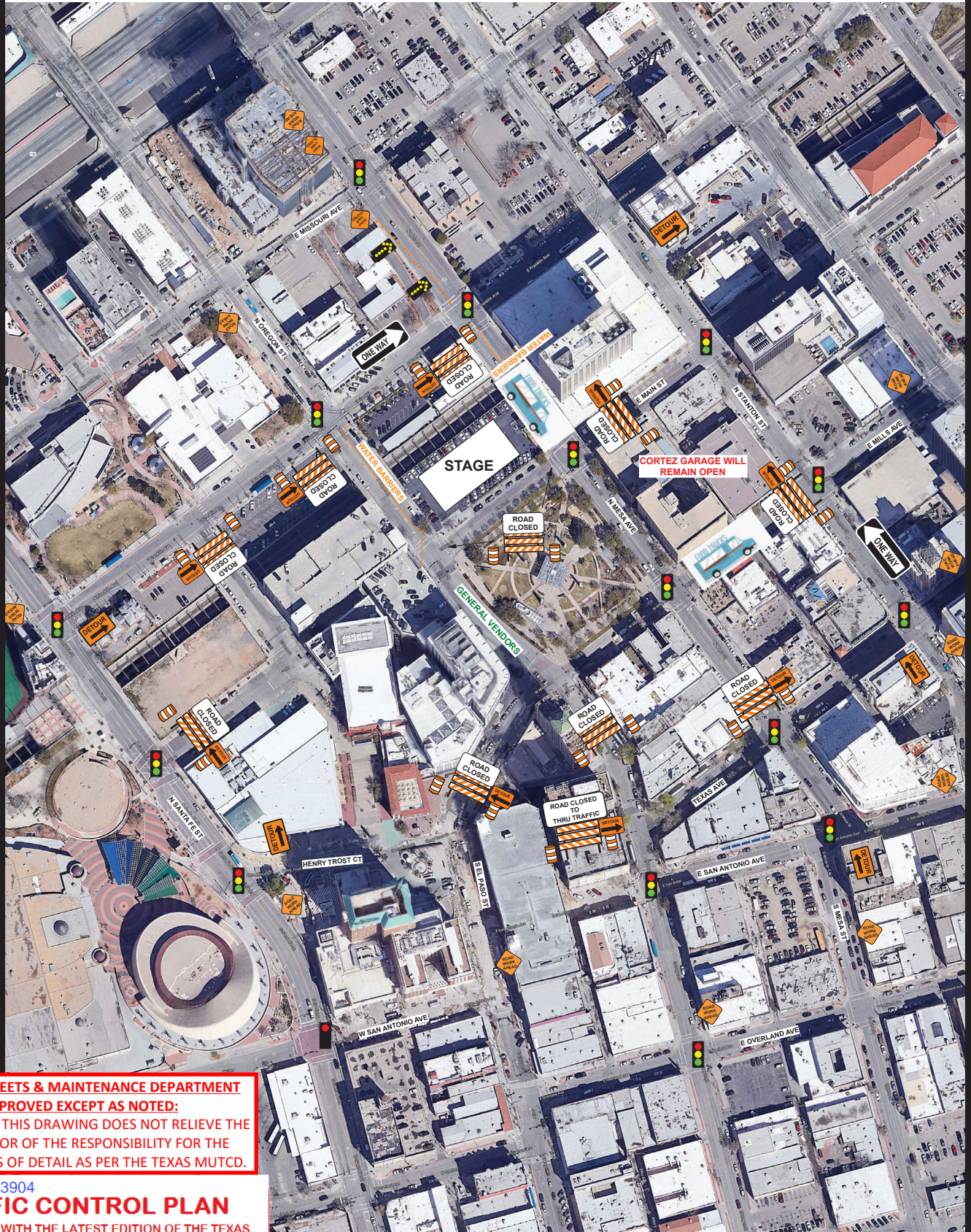
City Traffic Engineer

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

Issued By David A. Zamora




Comments:
SET UP A STREET CLOSURES WITH DETOUR ROUTES TO ALLOW THE EVENT TO TAKE PLACE.



EL PASO STREETS & MAINTENANCE DEPARTMENT
APPROVED EXCEPT AS NOTED:
APPROVAL OF THIS DRAWING DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTNESS OF DETAIL AS PER THE TEXAS MUTCD.

EPTC22-03904
TRAFFIC CONTROL PLAN
SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 11/19/2022-11/20/2022

TIME: SAT 6AM-SUN 3AM ONLY
BY:  DATE: 09/12/2022

- NOTES:**
- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
 - Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
 - Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
 - All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - **Flagmen Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.**
 - Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.
 - All Traffic Control Devices Shall Be Maintained in Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Additional Service Plan to be in Place for Response to Inclement Weather Conditions.

Winter Fest Opening day closures 2022 6:00AM to 3AM



2022



12 ft access

12 ft access

Bike racks around stage, VIP and performers tent with 12 ft access on each side

VIP and Performers tents will be white

 40 Tables with 10 chairs each table

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

WF COL 11-19 (STAGE AND LIGHTING OF TREE)

Event Name : WF COL 11-19 (STAGE AND LIGHTING OF TREE)

Event Type : Celebration

Event Purpose : Community Activity

No Of Days : 1

Event Start Date : November 19, 2022

Event End Date : November 19, 2022

Event Time :

	Start Time	End Time
Day 1 - November 19, 2022	5:00 PM	11:00 PM

	Date	From	To
Setup	November 19, 2022	6:00 AM	3:00 PM
TearDown	November 19, 2022 <i>20th</i>	12:00 AM	6:00 AM <i>3pm</i>

Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - November 19, 2022	350	75000	75350

Contact Person(s)

Name : Nicolas Valdes

Address : 801 Texas Ave. El Paso , Texas, 79901 , USA

Email : valdesnx@elpasotexas.gov

Mobile : 915-268-5923

Office Phone : 915-212-1704

Park Use

Downtown Parks : San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : Yes

Will you have any amusement devices? : No

Number of amusement devices? : 0

Type(s) of amusement devices? :

Other(Obstacle Course , bungee etc) :

Fire & Public Safety

Security

Hiring Security Guards : Yes

Number of Security Guards : 10

Security Company :

Company Name : night eyes

Contact Person : Barbara Rodriguez

Address : 2407 Yandell Dr. C A El Paso, Texas, 79902 USA

Mobile : 9153520102

Office Phone :

Email : nebarb01@night-eyes.com

Police

Hiring Police Officers : Yes

Number of Police Officers : 15

Police Official Company :

Company Name : El Paso Police Department

Contact Person : Eduardo Martinez

Address : central regional command El Paso, Texas, USA

Mobile : 915-203-2502

Office Phone :

Email : 1578@elpasotexas.gov

Will you be erecting temporary fences or barriers? No

Will you be erecting temporary structures such as tents or canopies? No

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :

n/a

What will need electrical power?

n/a

Participating businesses open in the conjunction with the event?

business along Mesa St.

Traffic Control Information

Company Name : Traffic Control Specialists Co.

Company Contact Number : 9159210300

Street Clousre :

OREGON FROM FRANKLIN TO TEXAS; MAIN FROM MESA TO OREGON; MILLS FROM MESA TO EL PASO ST; MILLS AT EL PASO ST/ TROST TO SANTA FE; N. EL PASO ST FROM FRANKLIN TO MAIN;

Alley is Affected : No

Parking Meters

Will you need exclusive use of parking meters within the proposed footprint before or after street closure?

Yes

Will you need exclusive use of parking meters outside of the proposed location before or after street closure?

Yes

Start Date : November 18, 2022

End Date : November 20, 2022

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
10	10	10	0

Purpose of Amplification : Concert

Location description of amplification devices : CELEBRATION OF LIGHTS AT SAN JACINTO PLAZA

Alcohol Use

Will alcoholic beverages be sold, served or consumed at your event? No

Will alcoholic beverages be sold, served or consumed on a city right of way? No

Will alcoholic beverages be sold, served or consumed in the park? No

Trade name of establishment / organization obtaining the TABC permit in conjunction with the event :

Permit / License Holder name :

Will non-profit entity buy/sell alcohol for your event? No

Food & Merchandise Sales

Number of food location : 16

Number of beverage location : 16

Event feature merchandise vendors : Yes

Event Clean Up

Cleanup plan : Parks & Recreation and Streets and Maintenance Departments will clean up during and after the event.

Name of the Organization responsible for cleanup : El Paso Parks and Recreation Department, City of El Paso Streets and Maintenance Department

Contact Number : 9152665923

Contact Number : Nicolas Valdes

Email : valdesnx@elpasotexas.gov

Internet Access

Is Wireless Internet access needed? Yes

Is A Secure Wireless Internet Connection needed ? Yes

Uploaded files

Site plan : submitted

Certificate of insurance documents : submitted

Signed notice of proposed closure form : submitted

Public Safety Plan : submitted

Traffic control plan : submitted

Parking Meters : submitted

Food vendor's name & Contact : submitted

Merchandise name and contact : submitted

Applicant Name : Nicolas Valdes

Applicant E-Signature : NV

Sign Date : 2022-08-02