

**RECEIVED**

*By City Clerk's Office at 2:28 pm, Nov 22, 2023*

12

**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 18, 2023, 6:00 a.m. to 3:00 a.m. on Sunday, November 19, 2023, and Saturday, November 18, 2023, 12:00 p.m. to 11:00 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).

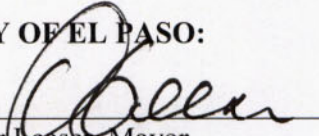
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EL PASO:**

That the closure of rights-of-way within the City of El Paso for the WinterFest Parade from Saturday, November 18, 2023 6:00 a.m. to 3:00 a.m. on Sunday, November 19, 2023 and Saturday, November 18, 2023 12:00 p.m. to 11:00 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 on the following pages)

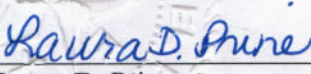
APPROVED this 7 day of NOVEMBER, 2023.

CITY OF EL PASO:

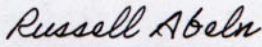
  
Oscar Leeser, Mayor



ATTEST:

  
Laura D. Prine,  
City Clerk

APPROVED AS TO FORM:

  
Russell T. Abeln  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
Philip F. Etiwe, Director  
Planning & Inspections Department

**RECEIVED**  
By City Clerk's Office at 2:28 pm, Nov 22, 2023

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 18, 2023, to 3:00 a.m. on Sunday, November 19, 2023 and 12:00 p.m. to 11:00 p.m. on Saturday, November 18, 2023 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 7th day of November, 2023, 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: Cary Westin Interim 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.

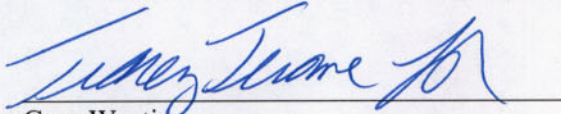
**Article 13. SOLE AGREEMENT**

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**

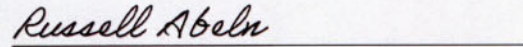
Executed on behalf of the local government by:



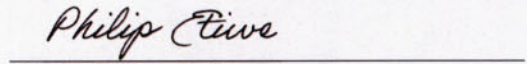
Cary Westin  
Interim City Manager

Date NOVEMBER 7, 2023

**APPROVED AS TO FORM:**

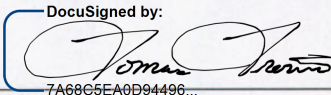
  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
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.

DocuSigned by:  
  
By Tomas Trevino  
7A68C5EA0D94496...  
Tomas Trevino, P.E.,  
El Paso District Engineer

Date 11/15/2023

**RECEIVED**  
By City Clerk's Office at 2:28 pm, Nov 22, 2023



# City of El Paso Special Event Permit Parade



Permit No: **CSEV23-00073**  
Event Name: **WINTERFEST 2023 CELEBRATION OF LIGHTS PARADE**  
Issued: **11/14/2023**  
Expires: **7/3/2023**

### Applicant

NICOLAS VALDES  
801 TEXAS AVE  
EL PASO, Tx 79901

**Description:** CORNER OF TEXAS AVE & CAMPBELL AVE - From Texas Ave participants will Turn LEFT on Campbell the Turn Right on San Antonio, and then Right on Mesa to Turn Right on Main and Right on Stanton then left on Mills to finish on Mills and Campbell.

EPPD: EPPD has no objections to this event. 76 Uniformed Texas Peace Officers and 71 EPPD marked units will be used for traffic control.

Event Type: Celebration                      Park Use: No                                      Amplification: No  
Participants/Attendees: 71,150              Event Staff/Volunteers: 150  
Vehicles: 60                                      Animals: No                                      Other:

### EVENT

Start Date: 11/18/2023  
Start Time: 18:00  
End Date: 11/18/2023 End  
Time: 20:00

### STREET MONITORING

Start Date: 11/18/2023  
Start Time: 15:00  
End Date: 11/18/2023  
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. 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:

**RECEIVED**  
By City Clerk's Office at 2:28 pm, Nov 22, 2023

*Marisol Franco*  
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: **EPTC23-04179**

Issued: **10/19/2023**

Expires: **11/18/2023**

<u>Applicant</u> <b>EL PASO PARKS &amp; RECREATION</b> NICOLAS VALDES 801 S TEXAS AVE EL PASO, TEXAS 79905	<u>Phone Number</u> <b>Applicant: (915) 212-2156</b> <small>valdesnx@elpasotexas.gov</small> <b>Barricade: (915) 921-0300</b> <small>adam@tcs-ep.com</small>	<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:** 2023 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 CITY SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 11/18/2023 12:00PM - 11:00PM ONLY. EVENT SCHEDULED FOR 11/18/2023 6:00PM - 8:00PM

**TYPE OF TRAFFIC CONTROL SET UP:** 1 DAY EVENT - ROAD & ALLEY WAY CLOSURES W/ DETOUR ROUTES & EPPD ASSITANCE, SIDEWALK UTILIZATION FOR EVENT VIEWING ALONG MINOR & MULTI-LANE ROADWAYS, SIGNALIZED INTERSECTIONS, & STREET CAR ROUTE

**Start Date:** 11/18/2023

**Expiration Date:** 11/18/2023

**Length of Term:** Short

**Closure Times:** **Sat 12:00pm - 11:00pm**  
 (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

**RECEIVED**

By City Clerk's Office at 2:29 pm, Nov 22, 2023



Date: 11-18-23 Author: TCS ADAM MUJARES 915-216-7296 Project: CHRISTMAS PARADE 2023

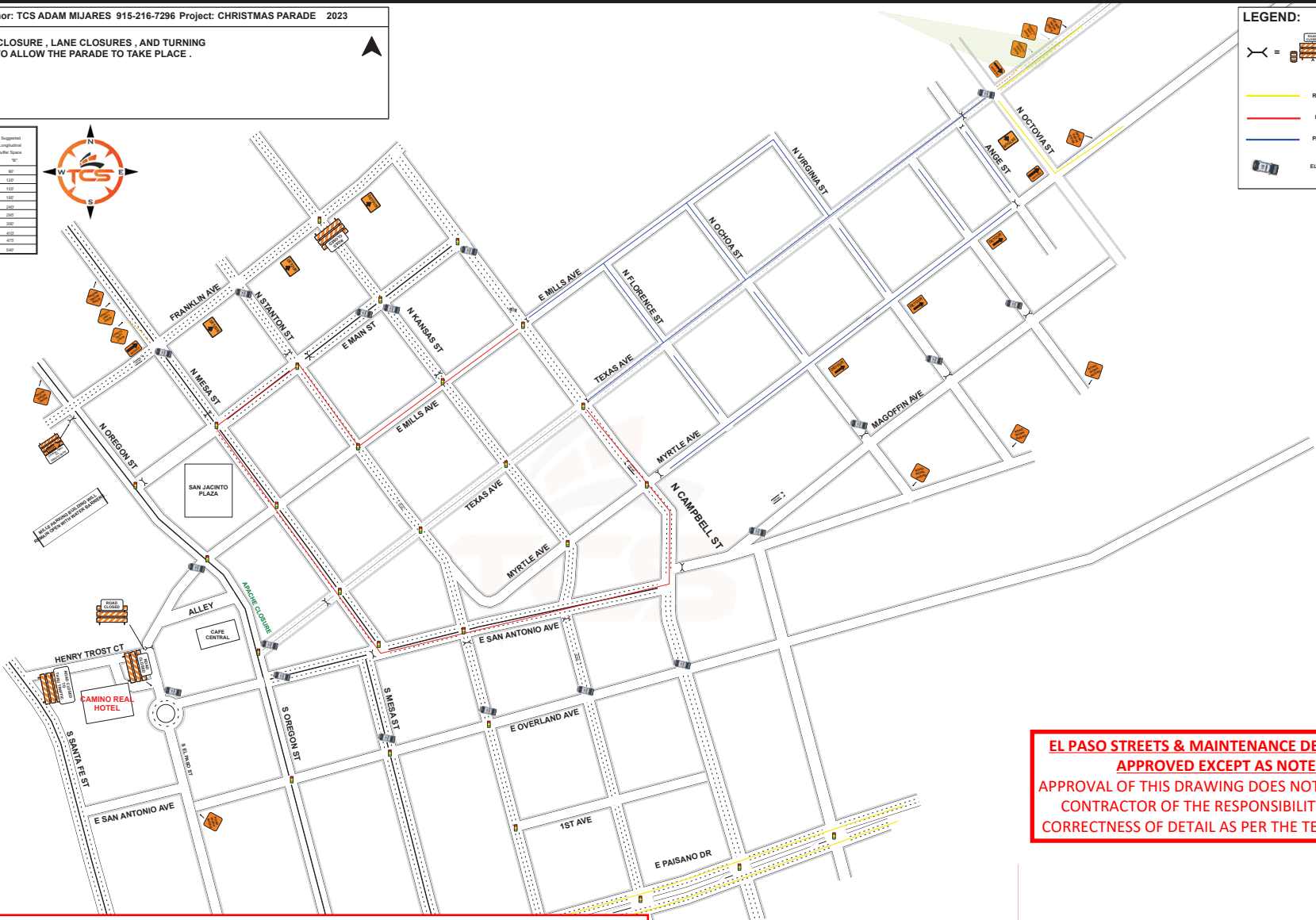
Comments:  
 SET UP A STREET CLOSURE, LANE CLOSURES, AND TURNING LANE CLOSURES TO ALLOW THE PARADE TO TAKE PLACE.

Speed Limit	Minimum Clearance	Minimum Clearance	Suggested Maximum Clearance	Minimum Right-of-Way	Suggested Clearance
ft	ft	ft	ft	ft	ft
15	10	10	10	10	10
20	10	10	10	10	10
25	10	10	10	10	10
30	10	10	10	10	10
35	10	10	10	10	10
40	10	10	10	10	10
45	10	10	10	10	10
50	10	10	10	10	10
55	10	10	10	10	10
60	10	10	10	10	10
65	10	10	10	10	10
70	10	10	10	10	10
75	10	10	10	10	10
80	10	10	10	10	10
85	10	10	10	10	10
90	10	10	10	10	10
95	10	10	10	10	10
100	10	10	10	10	10
105	10	10	10	10	10
110	10	10	10	10	10
115	10	10	10	10	10
120	10	10	10	10	10
125	10	10	10	10	10
130	10	10	10	10	10
135	10	10	10	10	10
140	10	10	10	10	10
145	10	10	10	10	10
150	10	10	10	10	10



**LEGEND:**

- REGULAR TRAFFIC FLOW
- PARADE ROUTE
- PARADE STAGING AREA
- EL PASO POLICE DEPARTMENT



**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.

**NOTES:**

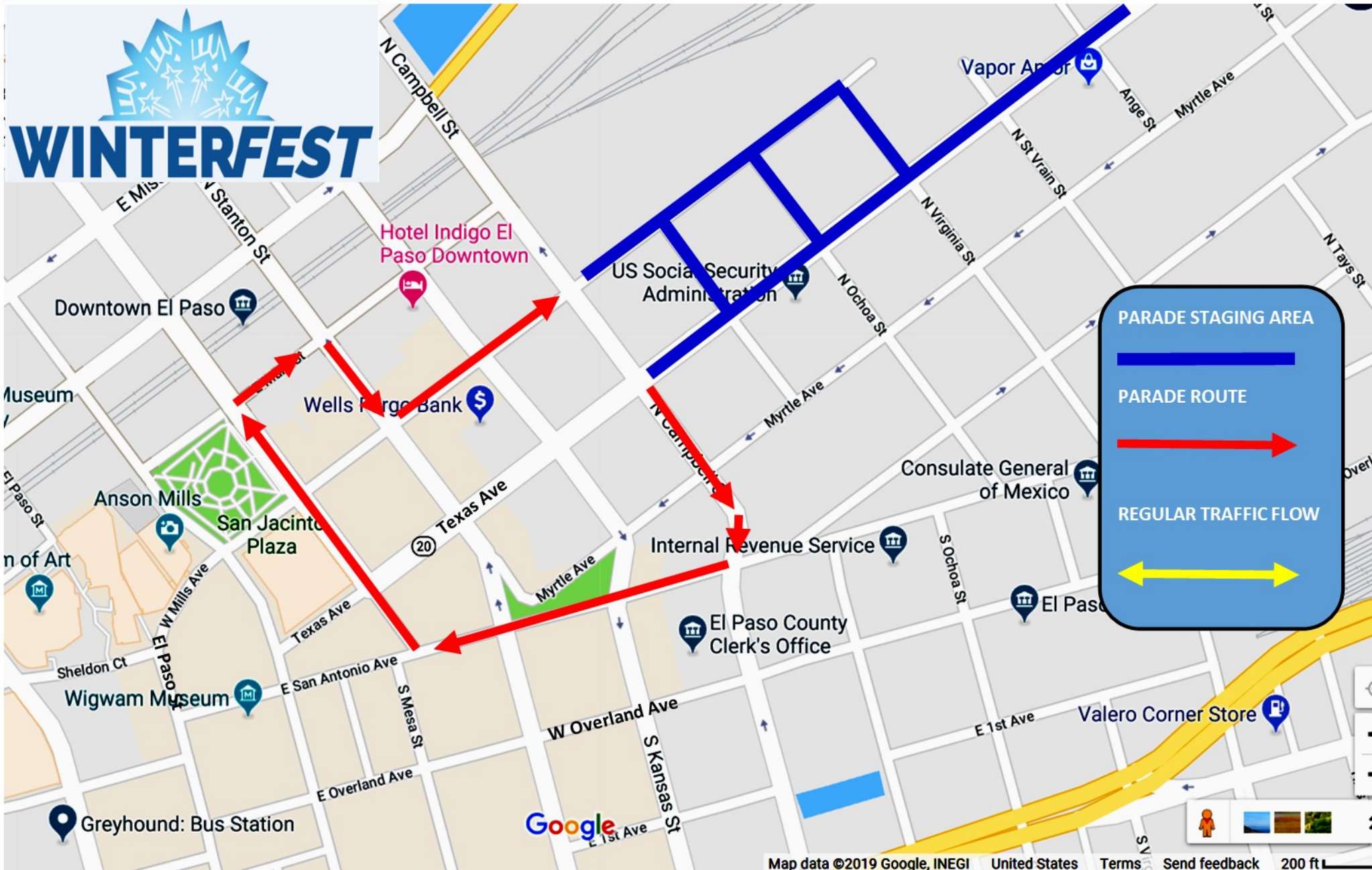
- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High 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.**



**PARKS & RECREATION**  
CITY OF EL PASO

# City of El Paso Parks and Recreation Department Holiday Parade Route 2023

**Total Distance: 1.03 Miles**





**CITY OF EL PASO - STREETCAR**  
**TRACK ACCESS PERMIT**  
**CSSN23-00005**

**Permitee:**

NICOLAS VALDES  
801 TEXAS AVE. EL PASO, TX  
79905

**On-Site POC:**

NICOLAS VALDES  
9152685923

**Issued:** 10/10/2023

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

**Work Site Location:** PARADE WILL START AT THE CORNER OF CAMPBELL AND TEXAS TO GO SOUTH ON CAMPBELL TO SAN ANTONIO TO TURN WEST ON SAN ANTONIO TO MESA TO TURN NORTH TO MAIN TO TURN EAST ON STANTON TO GO SOUTH TO MILLS AND TURN EAST AND FINISH BACK AT CAMPBELL AND MILLS.

**Description of Permitted Work:**

Celebration of lights parade

**Valid From:** 11/18/2023

**Valid To:** 11/18/2023

**Approved Time From:** 18:00 **To:** 20:00

**Streetcar Notes:**

**It is mandatory for all permittees and contractors to abide by the scheduled work timings as follows:**

Sunday - Allowed to work: 7:00pm-4:00am

Mon-Thu -Allowed to work: 8:00pm-4:00am

Fri-Sat - Allowed to work: 12:00am-9:00am

**Unless a permit requires a shutdown or it is requested ahead of time, the system will always remain energized.**

**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

**RECEIVED**

By City Clerk's Office at 2:29 pm, Nov 22, 2023