

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

**AGENDA DATE:** October 26, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Klarissa Mijares, (915) 212-1544

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

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

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

**SUBJECT:**

That the closure of rights-of-way within the City of El Paso for the Winterfest Celebration of Lights 2021 from Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November 21, 2021, 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. (CSEV21-00098)

**BACKGROUND / DISCUSSION:**

EVENT NAME: Winterfest Celebration of Lights 2021  
PERMIT CASE NUMBER: CSEV21-00098  
EVENT DATE/HOURS: Saturday, November 20, 2021, at 4:00 p.m. to 11:58 p.m.  
TRAFFIC CONTROL: Saturday, November 20, 2021 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

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

**DEPARTMENT HEAD:**

*Kevin Smith*

for Philip Etiwe

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## RESOLUTION

**WHEREAS, Winterfest Celebration of Lights 2021** (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 Celebration of Lights 2021 from Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November 21, 2021**, (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 Celebration of Lights 2021 from Saturday, November 20, 2021 6:00 a.m. to 3:00 a.m. on Sunday, November 21, 2021**, 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.

*(Signatures Begin on the Following Page)*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Kevin Smith* for  
\_\_\_\_\_  
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 Celebration of Lights 2021**, from **6:00 a.m. on Saturday, November 20, 2021, to 3:00 a.m. on Sunday, November 21, 2021** as described in the attached “**Exhibit A**”, hereinafter identified as the “Event;” and

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

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

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

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

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

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

**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:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

 for  
\_\_\_\_\_  
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: \_\_\_\_\_

EXHIBIT "A"



# City of El Paso Special Event Permit Special Event



Permit No: **CSEV21-00098**  
Event Name: **WINTERFEST CELEBRATION OF LIGHTS 2021**  
Issued: **10/15/2021**  
Expires: **11/21/2021**

### Applicant

NICOLAS VALDES  
801 TEXAS  
EL PASO, TX 79901

**Description:** MESA ST FROM FRANKLIN TO TEXAS; OREGON ST. FROM FRANKLIN TO TEXAS; MAIN ST. FROM OREGON TO STANTON; MILLS FROM OREGON TO STANTON.

**EPPD:** El Paso Police Department has no objections to the event. Twenty (20) Uniformed Texas Peace Officers, to include one supervisor, will be needed to work the event. Due to Officers being in the area of the Plazita, no marked vehicles will be needed for this assignment. The applicant will also hire ten (10) security guards. Alcohol prohibited.

**EPFD:** Approved with most recent site plan, occupancy for stage is 32 persons maximum per dimensions.. Tent/canopy documents received.

**DMD:** OUTREACH TO FOOTPRINT HOTELS, BUSINESSES, AND PARKING GARAGES IS REQUESTED.

**STREETCAR:** Applicant has complied with the Track Access Program requirements.

Event Type: Celebration      Park Use: Yes      Amplification: Yes  
Participants/Attendees: 10,000      Event Staff/Volunteers: 100  
Vehicles: 0      Animals: No      Other:

### EVENT

Start Date: 11/20/2021  
Start Time: 16:00  
End Date: 11/20/2021  
End Time: 11:58

### TRAFFIC CONTROL

Start Date: 11/19/2021  
Start Time: 06:00  
End Date: 11/21/2021  
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

  
\_\_\_\_\_  
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).

## Park Information and Rules

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



CITY OF EL PASO - STREETCAR  
TRACK ACCESS PERMIT  
CSSN21-00010

**Permitee:**

NICOLAS VALDES  
801 TEXAS AVE. EL PASO, TX  
79905

**On-Site POC:**

CARLOS RODRIGUEZ  
9152245976

**Issued:** 10/14/2021

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

**Work Site Location:** Parade will start on the corner of Texas and Campbell going south on Campbell to Overland turning west on overland to El Paso St. turning north on El Paso St. to San Antonio turning west on San Antonio to Mesa St. turning north on Mesa St. to Main Av

**Description of Permitted Work:**

Winterfest Celebration of Lights Parade

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

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

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

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

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

1. PERMITTEE AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, MTD AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES, LOSS, DAMAGE, COSTS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), WHETHER DIRECT OR INDIRECT, DUE TO BODILY OR PERSONAL INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR PROPERTY LOSS ARISING OUT OF PERMITTEE'S ACTIONS, 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.

*Vanessa Munoz*

**Issued By:** Vanessa Munoz



EL PASO  
STREETCAR



**El Paso Streetcar**

**Track Access Card**

601-A South Santa Fe St.

El Paso, Texas 79901

**Nicolas Valdes**

ID # 20-00487

Expiration date: **9/23/2023**

## Submission Completeness Checklist: Special Events

### REQUIRED DOCUMENTATION FOR STREETCAR TRACK ACCESS PERMIT

- SUBMISSION DEADLINES** – The following deadlines shall apply:
- Special Event activity – **30 calendar days** minimum prior to the start of the event.

**FAILURE TO COMPLY WITH THE 30 – DAY REQUIREMENT WILL RESULT IN AN AUTOMATIC DENIAL OF THE TRACK ACCESS REQUEST APPLICATION.**

- TRACK ACCESS TRAINING** – A track access training shall be completed **PRIOR TO** submittal of the Track Access Permit application. A valid ID# shall be required on the application at the time of submission. Track Access Training is available online through the Track Access Program Policy website: <http://www.sunmetro.net/streetcar/track-access>. For information regarding the online training/test, please reach out to 915-212-3465.

- APPLICATION** – Each item on this application shall be completed and all documentation required on this form shall be submitted before this application is accepted for processing, to include all signatures/initials. Submittal of an application does not constitute acceptance for processing until Streetcar staff reviews the application for accuracy and completeness.

- SITE PLAN/MAP** – Submit a site plan or map detailing the event limits or route for any “moving” events.

- RAIL INSURANCE**- All required insurance shall be submitted with the application as stipulated in Exhibit E of the Track Access Program Policy.

- TRAFFIC CONTROL PLAN** – A traffic control plan shall be submitted with the application as stipulated in Exhibit D of the Track Access Program Policy.

- SAFETY MEETING SIGN-IN SHEET** – A sign-in sheet shall be submitted after the issuance of a track access permit and prior to any work/special event taking place on the streetcar right-of-way. Refer to Exhibit K of the Track Access Program Policy for a sign-in sheet template or provide your own template with printed name and signature of all that attended.



# Exhibit A1 Track Access Request - Special Event



1.0 **Date of Submission:** 9-28-2021

1.1 **Date of Event:** 11-20-2021

1.2 **Hours of Event:** From To  
12:00PM 11:00PM

2.0 **Requestor:** Nicolas Valdes

2.1 **Title:** Recreation and Sports Coordinator

2.2 **Company:** City of El Paso Parks & Recreation

2.3 **Address:** 801 Texas Ave.

2.4 **Cell Number:** 915-249-5873

2.5 **Email Address:** valdesnx@el paso texas.gov

3.0 **Description of Event:**  
Winterfest Celebration of Lights Parade  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4.0 **Number of Participants:** 10000

5.0 **Limit of Access** (*describe location of event area, example – Santa Fe from Franklin to Paisano or the intersection of Oregon and University*):  
 Parade will start on Corner of Texas Ave and Campbell St. going south on Campbell to Overland turning west to El Paso St. going north to San Antonio Ave. turning east to Mesa St. going north to Main Ave. turning east to Stanton St. turning south to Mills Ave. turning east to finish at Campbell St.

6.0 **Do you have a valid Track Access Training ID# ?**  Yes, provide ID #: 20-00487

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

Track Access Training is provided online through the Track Access Program Policy website:  
<http://www.sunmetro.net/streetcar/track-access>. For information regarding the online training/test, please contact Moraima Cervantes at 915-212-3465.

**Accela CSSN**

---

Office Use Only

**DOWNTOWN      UPTOWN**

**CSEV:** \_\_\_\_\_

Office Use Only

7.0 Is your Special Event considered a "Moving" Special Event? (i.e., Walk, Run, Marathon, March, Parade)

Yes  No

**If yes, Streetcar Specific Temporary Traffic Control as referenced in Exhibit D, Typical Applications is required at time of application submission. Failure to provide a Traffic Control Plan will result in an automatic denial of application.**

8.0 Does your event include the use of vehicles or parade floats?  Yes  No

8.1 If Yes, provide a description of vehicle(s):

Floats will be decorated with Christmas theme.  
\_\_\_\_\_  
\_\_\_\_\_

8.2 Vehicle Height\*: 14 Vehicle Width: 6 Number of Vehicles: 60  
\* Vehicle height measured from ground level to top most element of vehicle or float.

9.0 Does your event include the use of a stage, tent, canopy, elevated platform, or any temporary structure?  Yes  No

9.1 If Yes, provide a description of structure:

\_\_\_\_\_  
\_\_\_\_\_

9.2 Structure Height\*: \_\_\_\_\_ Structure Length: \_\_\_\_\_ Structure Depth: \_\_\_\_\_  
\* Structure height measured from ground level to top most element.

**Acknowledgements**

10.0 I Nicolas Valdes (the "Applicant") understand that any encroachment into the Streetcar Operational Right-of-Way will require Streetcar Specific Temporary Traffic Control and the use of a Streetcar Flagger (if during revenue-service hours), as referenced in Exhibit D. I also understand that an approved Traffic Control Plan (TCP) or Pedestrian Control Plan (PCP) will also be required and that all flaggers and signage meet Texas Department of Transportation (TxDOT) standards incorporated in the most recent edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Furthermore, I understand that the City of El Paso will not furnish a Streetcar Flagger on my behalf, and that it is the sole responsibility of the applicant to contract with a traffic control provider. NV (initials)

I understand when there exists multiple permits, or requests for access to the ROW it shall be the policy of EPSC to accept/process requests on a first come, first serve basis. Only one (1) Permittee may occupy the same requested portion of the ROW at a time, subsequent requests for the use of an already allocated portion of the ROW will be denied regardless of permission obtained from other COEP departments, contractors, vendors, or other regulatory entity. NV (initials)

10.3 I understand that I must provide insurance as a condition of this permit application in accordance with Exhibit E. NV (initials)

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

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

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

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

10.4 Applicant Name: Nicolas Valdes

10.5 Applicant Signature: Nicolas Valdes Digitally signed by Nicolas Valdes  
Date: 2021.09.28 14:16:38 -06'00' Date: 9/28/2021

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

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

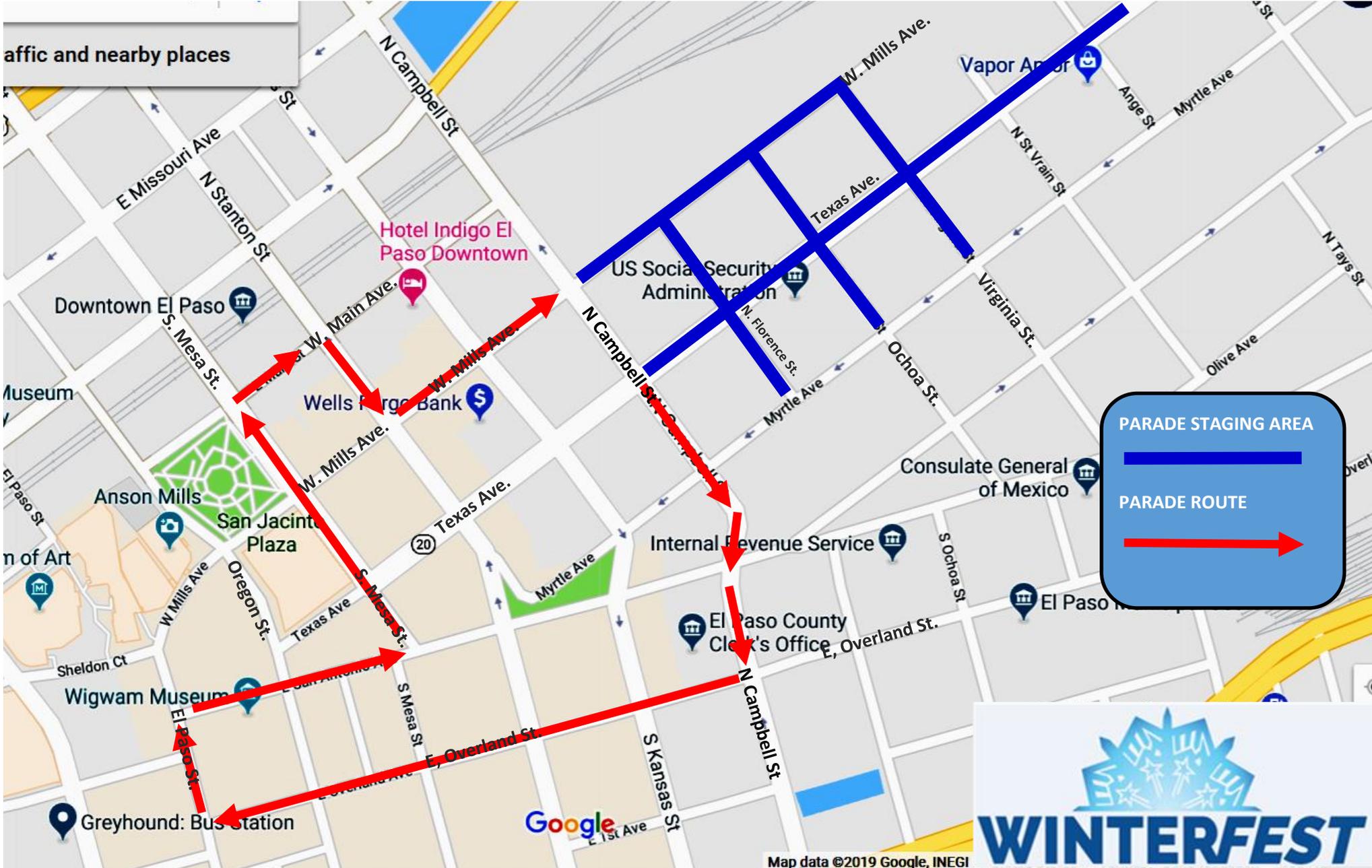


PARKS & RECREATION  
CITY OF EL PASO

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

SATURDAY, NOVEMBER 20TH 2021

Total Distance: 1.0 Miles



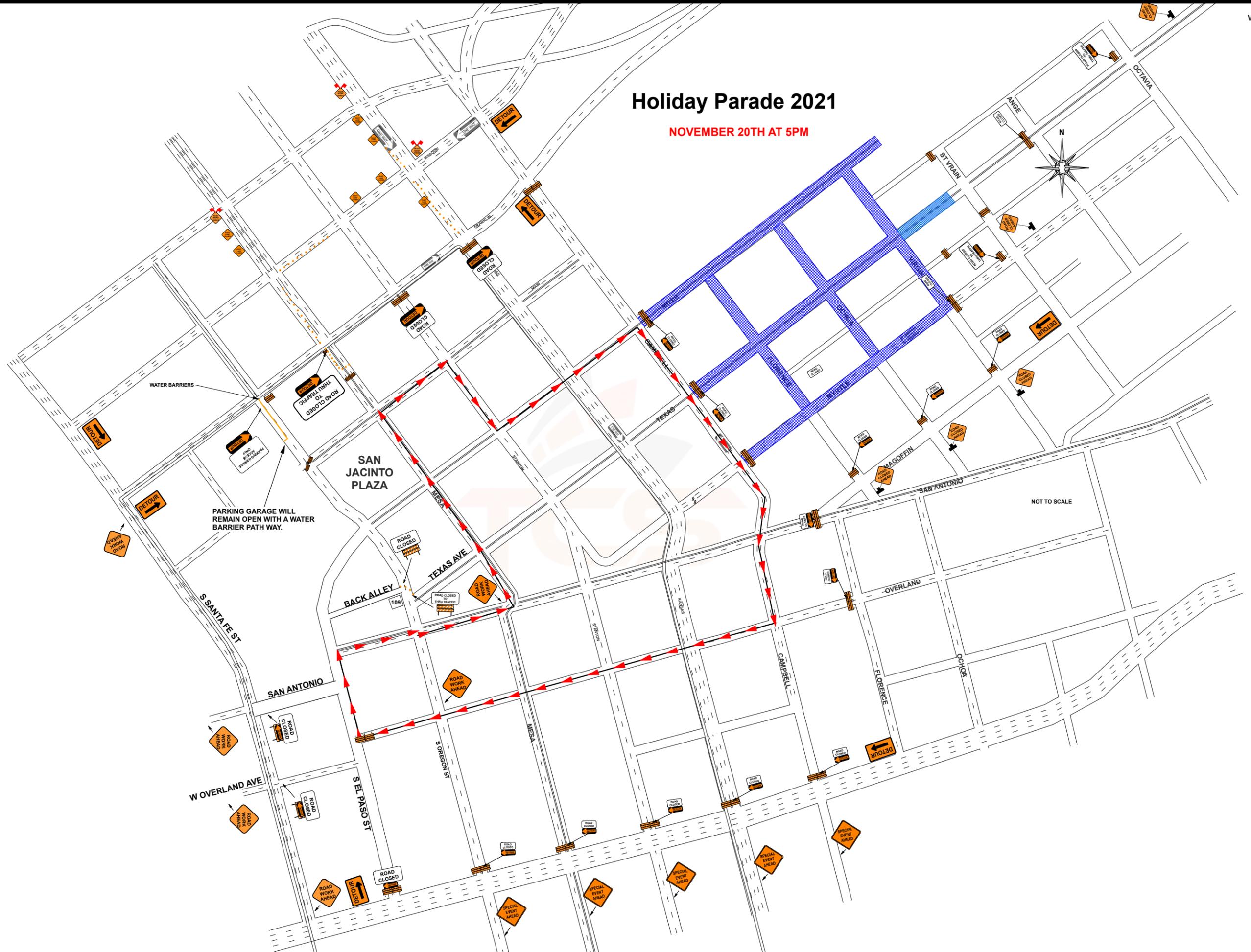
**PARADE STAGING AREA**

**PARADE ROUTE**



# Holiday Parade 2021

NOVEMBER 20TH AT 5PM



PARKING GARAGE WILL REMAIN OPEN WITH A WATER BARRIER PATH WAY.

SAN JACINTO PLAZA

NOT TO SCALE



# City of El Paso

## Streets and Maintenance

### Traffic Control Permit



Site Address: 401 N MESA ST, EL PASO, TEXAS 79901

Permit No: **EPTC21-04436**

Issued: **10/15/2021**

Expires: **11/21/2021**

<b>Applicant</b> EL PASO PARKS & RECREATION NICOLAS VALDEZ 801 S TEXAS AVE EL PASO, TEXAS 79905	<b>Phone Number</b> <b>Applicant: (915) 212-0092</b> <b>Barricade: (915) 216-7296</b>	<b>Barricade Company</b> TRAFFIC CONTROL SPECIALIST (TCS) ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
-------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

**WORK AUTHORIZED:** EL PASO WINTER FEST 2021 PARADE EVENT STAGE, TENT, PORTABLE SANITATION TRAILER, & EVENT SEATING INSTALLATION ALONG E MAIN ST, EVENT AREA WILL BE INSTALLED IN THE PARKING LOT ALONG E MAIN ST, BETWEEN N MESA ST & N OREGON ST FOR COEP DMD WINTER FEST EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 11/20/2021 6:00AM - SUNDAY 11/21/2021 3:00AM ONLY.

**TYPE OF TRAFFIC CONTROL SET UP:** 1 DAY EVENT - ROAD & ALLEY WAY CLOSURES W/ DETOUR ROUTES ALONG MULTI-LANE ROADWAYS & SIGNALIZED INTERSECTIONS IN DMD

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

**Expiration Date:** 11/21/2021

**Length of Term:** Short

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

**WORK SITE RECOMMENDATIONS (COVID-19)**

- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home.
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.
- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARS-CoV-2 external icon, the cause of COVID-19, and are appropriate for the surface.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Practice social distancing by avoiding large gatherings and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

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

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

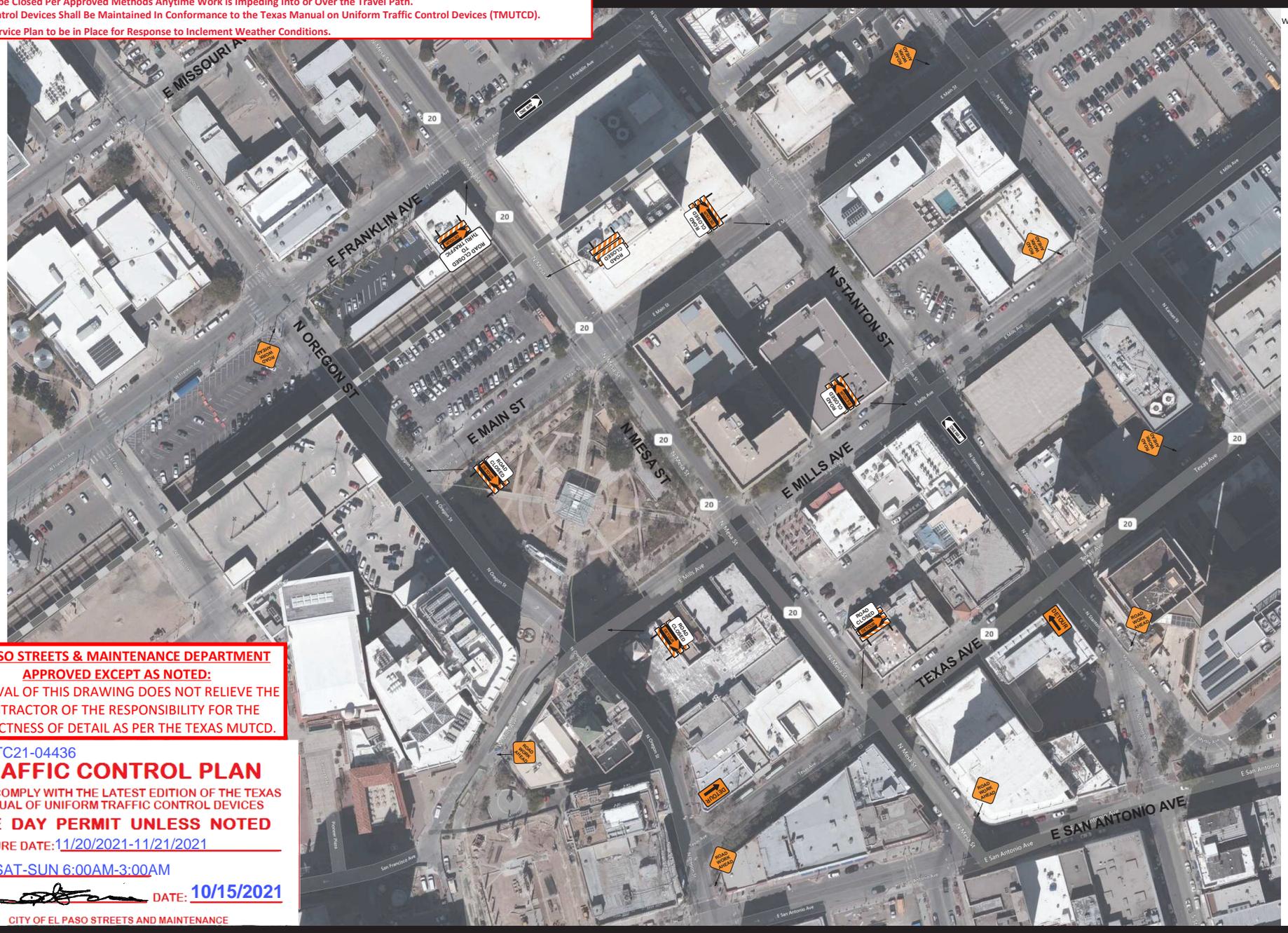
*Sam Rodriguez*

City Engineer

Issued By David A. Zamora

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

- 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.**



**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.

EPTC21-04436  
**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: 11/20/2021-11/21/2021  
 TIME: SAT-SUN 6:00AM-3:00AM  
 BY: [Signature] DATE: 10/15/2021

CITY OF EL PASO STREETS AND MAINTENANCE

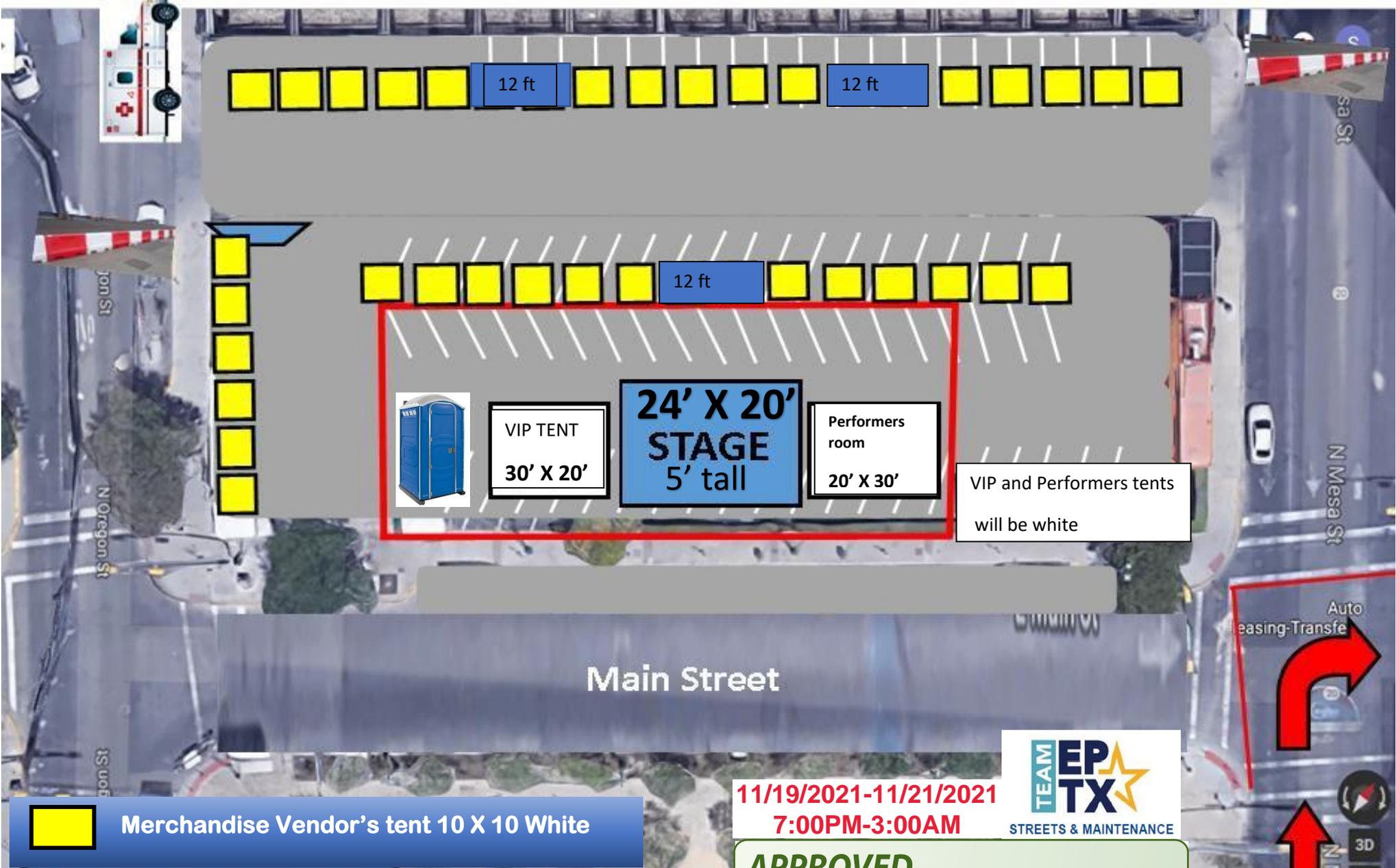


PARKS & RECREATION  
CITY OF EL PASO

**SCHERR  
LEGATE**  
PLLC ATTORNEYS AT LAW  
WHEN IT MATTERS MOST.  
PRESENTS

*Celebration  
of Lights*  
PARADE

2021



 Merchandise Vendor's tent 10 X 10 White

11/19/2021-11/21/2021  
7:00PM-3:00AM



**APPROVED**  
By David A. at 12:01 pm, Oct 14, 2021

# PAVING CUT APPLICATION FORM

CONTRACTOR CONTACT INFORMATION			 STREET & MAINTENANCE DEPARTMENT
FIRM:	City of El Paso Parks and Recreation		
NAME:	Enrique Valdez and Nicolas Valdes		
ADDRESS:	801 S Texas Ave		
	El Paso TX	79905	
	CITY STATE	ZIP CODE	
BUSINESS PHONE:	( 915 ) 212-0092	MOBILE: ( 915 ) 249-5873	
E-MAIL ADDRESS:	valadezEX@elpasotexas.gov or ValdesNX@elpasotexas.gov		

UTILITY CONTACT INFORMATION		
UTILITY COMPANY:	_____	
CONTACT NAME:	_____	
ADDRESS:	_____	
	CITY	STATE
		ZIP CODE
BUSINESS PHONE:	(       )	MOBILE: (       )
E-MAIL ADDRESS:	_____	

JOB INFORMATION		
FOREMAN ON SITE:	Nicolas Valdes	MOBILE: ( 915 ) 249-5873
WORK LOCATION:	E Main between Mesa and Oregon	
WORK DESCRIPTION:	Celebration of Lights	
BARRICADE COMPANY:	TCS	
START DATE:	11/20/2021	END DATE: 11/22/2021
DIG TESS No:	_____	SIGNATURE: <i>Nicolas Valdes</i> DATE: _____

ATTACHEMENTS REQUIRED:	INSPECTION TYPE:		
PROPOSED EXCAVATION DRAWING <input type="checkbox"/> APPROVED TRAFFIC CONTROL <input type="checkbox"/> PERMIT BOND <input type="checkbox"/> CERTIFICATE OF INSURANCE <input type="checkbox"/>	<table style="width: 100%;"> <tr> <td style="width: 50%;">                             ASPHALT REPAIRS:                               BACK FILL <input type="checkbox"/>                              2-SACK <input type="checkbox"/>                              ASPHALT <input type="checkbox"/> </td> <td style="width: 50%;">                             CONCRETE REPAIRS:                               SIDEWALK <input type="checkbox"/>                              CURB &amp; GUTTER <input type="checkbox"/>                              DRIVEWAY <input type="checkbox"/>                              CONCRETE PAVEMENT <input type="checkbox"/> </td> </tr> </table>	ASPHALT REPAIRS:  BACK FILL <input type="checkbox"/> 2-SACK <input type="checkbox"/> ASPHALT <input type="checkbox"/>	CONCRETE REPAIRS:  SIDEWALK <input type="checkbox"/> CURB & GUTTER <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE PAVEMENT <input type="checkbox"/>
ASPHALT REPAIRS:  BACK FILL <input type="checkbox"/> 2-SACK <input type="checkbox"/> ASPHALT <input type="checkbox"/>	CONCRETE REPAIRS:  SIDEWALK <input type="checkbox"/> CURB & GUTTER <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE PAVEMENT <input type="checkbox"/>		

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

1. INSPECTION REQUEST SHALL BE MADE ON OR BEFORE THE CITY WORK DAY PRIOR TO THE DESIRE INSPECTION DAY BY CALLING THE STREET AND MAINTENANCE DEPARTMENT AT (915) 212-0151. 2. INSPECTION WILL BE MADE SUBJECT TO THE AVAILABILITY OF THE CITY INSPECTORS. 3. A COPY OF THE APPROVED PAVING CUT PERMIT, TRAFFIC CONTROL PERMIT, AND PROPOSED EXCAVATION DRAWING SHALL BE KEPT AT THE PERMIT ADDRESS SITE AND SHOULD BE MADE AVAILABLE TO THE CITY INSPECTOR UPON REQUEST.

## 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)**

# Winterfest Celebration of Lights 2021

**Event Name :** Winterfest Celebration of Lights 2021

**Event Type :** Celebration

**Event Purpose :** Community Activity

**No Of Days :** 2

**Event Start Date :** November 19, 2021

**Event End Date :** November 20, 2021

**Event Time :**

	Start Time	End Time
Day 1 - November 19, 2021	11:59 PM	12:59 AM (Next day)
Day 2 - November 20, 2021	4:00 PM	11:58 PM

	Date	From	To
Setup	November 19, 2021	7:00 PM	11:58 PM
TearDown	November 20, 2021	11:59 PM	3:00 AM

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

Date	Participants	Spectators	Total
Day 1 - November 19, 2021	10	0	10
Day 2 - November 20, 2021	150	10000	10150

## Contact Person(s)

**Name :** Nicolas Valdes

**Address :** 801 Texas Ave. El Paso , Texas, 79905 , USA

**Email :** valdesnx@elpasotexas.gov

**Mobile :** 9152495873

**Office Phone :** 9152120092

## Park Use

**Downtown Parks :** San Jacinto Plaza

**Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? :** No

**Will you have any amusement devices? :** No

**Number of amusement devices? :** 0

**Type(s) of amusement devices? :** n/a

**Other(Obstacle Course , bungee etc) :** n/a

## 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 El Paso, Texas, 79903 USA

**Mobile :** 915-351-0831

**Office Phone :** 915-351-0831

**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 :** 200 S. Campbell St. El Paso, Texas, 79901 USA

**Mobile :** 915-212-0210

**Office Phone :**

**Email :** 1578@elpasotexas.gov

**Will you be erecting temporary fences or barriers?** Yes

**Will you be erecting temporary structures such as tents or canopies?** Yes

**Size and quantity of temporary structures :**

Fences and barriers will be installed to control traffic and for public's safety purposes. Traffic Control Specialists Co. is contracted to design the basic street closures, based on the recommendations of the public safety officers. A stage will be installed, 20 food vendors and 60 general merchandise vendors, general vendors will have tents and other equipment installed, as reflects the maps attached

**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 :**

Food vendors will use their own power generators, other 3 large generators will be used to complement power needs.

**What will need electrical power?**

Stage, decorations food, and merchandise vendors

**Participating businesses open in the conjunction with the event?**

none

## **Traffic Control Information**

**Company Name :** Traffic Control Specialists Co.

**Company Contact Number :** 9159210300

**Street Clousre :**

Mesa St. from Franklin to Texas Ave

Oregon St. From Franklin to Texas Ave

Main St. from Oregon to Stanton

Mills St. from Oregon to Stanton

**Alley is Affected :** Yes

## **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?**

No

**Start Date :** November 19, 2021

**End Date :** November 21, 2021

## Animals

No animal featured in this event

## Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
12	10	4	12

**Purpose of Amplification :** Announcements

**Location description of amplification devices :** Over the stage on the parking lot by Main St.

## Alcohol Use

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

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

**Will alcoholic bevarages 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 :** 25

**Number of beverage location :** 25

**Event feature merchandise vendors :** Yes

## Event Clean Up

**Cleanup plan :** Cleaning will be completed during, after, and the following day by City Departments and DMD cleaning crews.

**Name of the Organization responsible for cleanup :** El Paso Parks and Recreation Department, City of El Paso Streets and Maintenance Department and DMD cleaning crew.

**Contact Number :** 9152245976

**Contact Number :** Carlos Rodriguez

**Email :** rodriguezca@elpasotexas.gov

## Internet Access

**Is Wireles Internet access needed?** No

**Is A Secure Wireles Internet Connection needed ?** No

## 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

**TxDot insurance form :** 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 : 2021-10-04**