

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: Regular Consent: October 15, 2019

CONTACT PERSON/PHONE: Philip Etiwe, (915) 212-1553,
EtiwePF@elpasotexas.gov,
Klarissa Mijares, (915) 212-1544,
MijaresKX@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

SUBJECT:

A resolution that the closure of rights-of-way within the City of El Paso for the Winterfest Scherr Legate Tree Lighting Ceremony from 6:00 a.m. on Saturday, November 23, 2019, to 6:00 a.m. on Sunday, November 24, 2019, 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 Texas Ave. and Franklin 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. (CSEV19-00169)

BACKGROUND / DISCUSSION:

EVENT NAME: Winterfest Scherr Legate Tree Lighting Ceremony
PERMIT CASE NUMBER: CSEV19-00169
EVENT DATE/HOURS: Saturday, November 23, 2019, from 4:00 p.m. to 11:58 p.m.
TRAFFIC CONTROL: Saturday, November 23, 2019, at 6:00 a.m.
Sunday, November 24, 2019, at 6:00 a.m.
STATE ROW IN USE: Mesa St. between Texas Ave. and Franklin Ave.
APPLICANT: The City of El Paso Parks and Recreation

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV19-00169) event application was submitted to the City of El Paso Special Events Office. The application includes a request for permission from the State of Texas, acting through the Texas Department of Transportation (TxDOT), to use portions of Mesa St. between Texas Ave. and Franklin Ave. for a period in excess of four hours. For use of State right-of-way, TxDOT requires the Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30A) to be completed by the City of El Paso; the attached resolution would provide the City Manager authority to enter into this agreement between the City of El Paso and TxDOT.

ATTACHMENTS:

Resolution
TEA 30A Agreement
Event Traffic Control Plan
Event Application

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


Philip Etiwe
Director, Planning & Inspections Department

RESOLUTION

WHEREAS, Winterfest Scherr Legate Tree Lighting Ceremony (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 Scherr Legate Tree Lighting Ceremony from 6:00 a.m. on Saturday, November 23, 2019, to 6:00 a.m. on Sunday, November 24, 2019 (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 Texas Ave. and Franklin 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 Scherr Legate Tree Lighting Ceremony from 6:00 a.m. on Saturday, November 23, 2019, to 6:00 a.m. on Sunday, November 24, 2019, 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 Texas Ave. and Franklin 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 _____, 2019.

(Signatures on the following page)

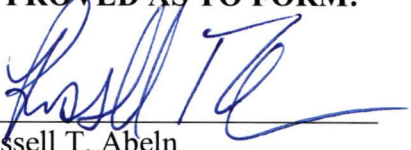
CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

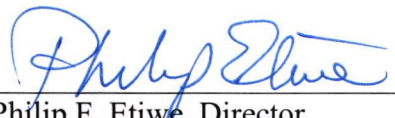
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
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 Texas Ave. and Franklin Ave., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa St. between Texas Ave. and Franklin Ave., for the purpose of allowing Winterfest Scherr Legate Tree Lighting Ceremony, from 6:00 a.m. on November 23, 2019 to 6:00 a.m. on November 24, 2019 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 15th day of October, 2019, 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: _____ Title: _____ 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.

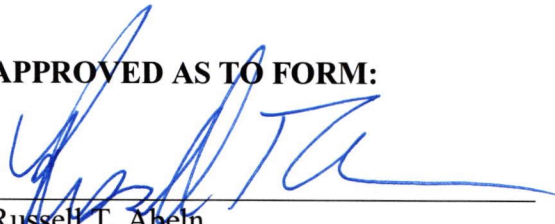
THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

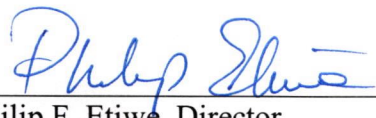
Date _____

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



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 _____
Print Name: _____
Print Title: _____

Date _____



EXHIBIT "A"

City of El Paso Special Event Permit Special Event

El Paso

Permit No: **CSEV19-00169**
Event Name: **WINTERFEST SCHERR LEGATE TREE LIGHTING CEREMONY**
Issued: **10/3/2019**
Expires: **11/25/2019**

Applicant

COEP - PARKS AND REC
ENRIQUE VALADEZ
801 TEXAS AVE.
EL PASO, TX 79901

Description: Downtown Street Closure between Mesa St. between Franklin Ave. and Texas Ave., Oregon St. between Franklin Ave. and Texas Ave., Main St. between Oregon St. and Mesa St., Mills between Oregon St. and Stanton St.. **EPD:** 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. **STREETS:** No objections to proposed street closures. **SUN METRO:** Will detour all bus routes servicing downtown area. **DMD:** Organizer has agreed to hire DMD Sanitation crew/s for the final cleaning of the event foot print as well as during the event. **STREETCAR:** Proposed event does not encroach onto Streetcar right-of-way. Ensure traffic control devices are at least 10 feet away from centerline of streetcar tracks and any other streetcar infrastructure.

Event Type: Celebration
Participants/Attendees: 10,000
Vehicles: 0

Park Use: Yes
Event Staff/Volunteers: 150
Animals: No

Amplification: Yes
Other:

EVENT

Start Date: 11/23/2019
Start Time: 16:00
End Date: 11/23/2019
End Time: 23:58

TRAFFIC CONTROL

Start Date: 11/22/2019
Start Time: 18:00
End Date: 11/24/2019
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. Permittee acknowledges all information presented and contained herein is factually accurate. Permittee understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

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

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

Issued By

ISSUED TO DMD

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 duration of 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 from 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

Streets and Maintenance

Traffic Control Permit



Site Address:

MAIN & OREGON, EL PASO, TX 79902

Permit No:

[MOD 2] EPTC19-04645

Issued:

10/02/2019

Expires:

11/24/2019

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
ENRIQUE VALADEZ 801 Texas Ave EL PASO, TX 79901	Applicant:915-328-2897 Barricade:915-921-0300	TRAFFIC CONTROL SPECIALISTS 3120 TRAWOOD DR STE F EL PASO, TX 79936

WORK AUTHORIZED: DMD / CSEV19-00169, CELEBRATION OF LIGHTS, WINTERFEST SCHERR LEGATE TREE LIGHTING CEREMONY, COEP PARKS AND RECREATION; STREET CLOSURES AS FOLLOWS:
MESA ST BETWEEN FRANKLIN AVE AND TEXAS AVE
OREGON ST BETWEEN FRANKLIN AVE AND TEXAS AVE
MAIN ST BETWEEN OREGON ST AND MESA ST
MILLS AVE BETWEEN OREGON ST AND STANTON ST

TYPE OF TRAFFIC CONTROL SET UP: TEMPORARY STREET CLOSURES DOWNTOWN

Start Date: 11/23/2019

Expiration Date: 11/24/2019

Length of Term: Short

*** 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.

Traffic Engineer

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

Issued By Ana Wells

Winterfest Scherr Legate Celebration of Lights Parade SITE MAP

INSTALL ROAD
CLOSED AHEAD SIGNS

EPTC19-04645
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: 11/23/19-11/24/19
TIME: SAT 6AM- SUN 6AM
BY: *Jesus Salazar* DATE: **10/03/2019**
CITY OF EL PASO STREETS AND MAINTENANCE

SAN
JACINTO
PLAZA

OREGON

MILLS

TEXAS

MESA

STANTON

MAIN

FRANKLIN

WYOMING





WinterFest Scherr Legate Tree Lighting Ceremony

Event Name : WinterFest Scherr Legate Tree Lighting Ceremony

Event Type : Celebration

Event Purpose : Community Activity

No Of Days : 2

Event Start Date : November 22, 2019

Event End Date : November 23, 2019

Event Time :

	Start Time	End Time
Day 1 - November 22, 2019	11:00 PM	11:59 PM (Next day)
Day 2 - November 23, 2019	4:00 PM	11:58 PM

	Date	From	To
Setup	November 22, 2019	6:00 PM	10:00 PM
TearDown	November 23, 2019	11:59 PM	3:00 AM

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

Date	Participants	Spectators	Total
Day 1 - November 22, 2019	10	0	10
Day 2 - November 23, 2019	150	10000	10150

Contact Person(s)

Name : Enrique Valadez

Address : 801 Texas Ave. City 3 building, 2nd. floor El Paso , Texas, 79901 , USA

Email : valadezex@elpasotexas.gov

Mobile : 915-328-2897

Office Phone : 915-212-1731

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? :

Other(Obstacle Course , bungee etc) :

Fire & Public Safety

Security

Hiring Security Guards : Yes

Number of Security Guards : 10

Security Company :

Company Name : Sun City Security Services Inc.

Contact Person : Norma Guzman-Kennedy

Address : 3711 Admiral, Ste. C El Paso, Texas, 79925 USA

Mobile : 915.751.6811

Office Phone : 915-751-6811

Email : nigkennedy@suncitysecurity.com

Police

Hiring Police Officers : Yes

Number of Police Officers : 10

Police Official Company :

Company Name : El Paso Police Department

Contact Person : Sgt. Raul Gomez

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

Mobile : 915-212-0210

Office Phone :

Email : 1310@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. Stage will be installed, 40 food vendors and 60 general merchandise 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

Company Contact Number : 9159210300

Street Clousre :

1. Mesa Street, from Franklin to Texas Ave.
2. Oregon Street, from Franklin to Texas Ave.
3. Main Street, from Stanton to Oregon Streets.
4. E. Mills Ave. from S. El Paso to Stanton Street.

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 22, 2019

End Date : November 25, 2019

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 at corner of Oregon and Main Streets

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 : 40

Number of beverage location : 40

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 : 9158735370

Contact Number : Jose I. Rodriguez, Assistant Director Parks and Recreation Department / Luis Valdez, Maintenance San Jacinto Plaza

Email : rodriguezji@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

Parking Meters : submitted

Food vendor's name & Contact : submitted

Merchandise name and contact : submitted

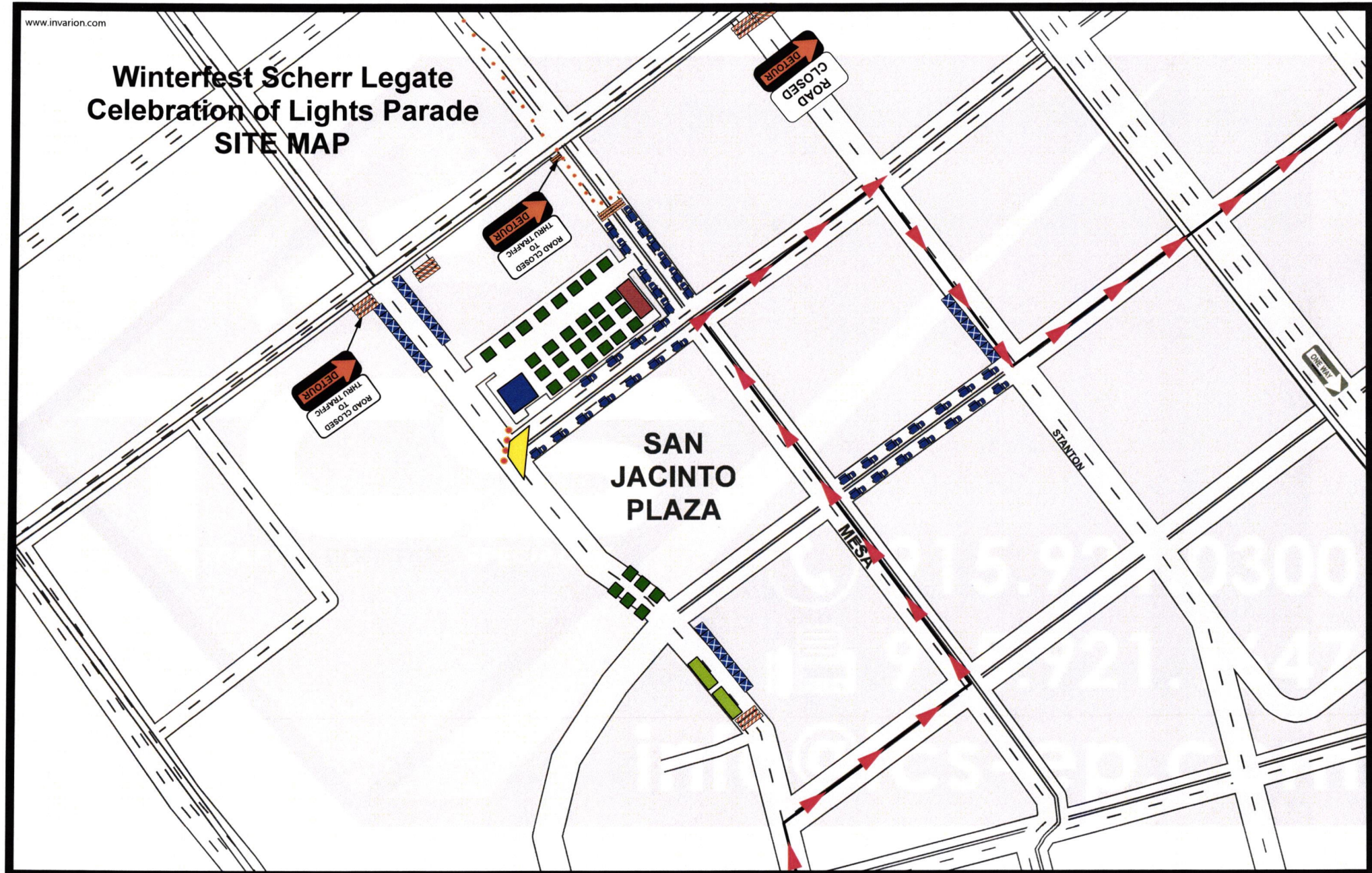
Applicant Name : Enrique Valadez

Applicant E-Signature : E.V.

Sign Date : 2019-09-23

No food vendors are registered yet for Celebration of Lights Parade. 40 food vendors will be taken this year.

Winterfest Scherr Legate Celebration of Lights Parade SITE MAP





City of El Paso Parks and Recreation Department Holiday Parade Route 2019

Saturday November 23rd, 2019

Total Distance: 1.0 Miles

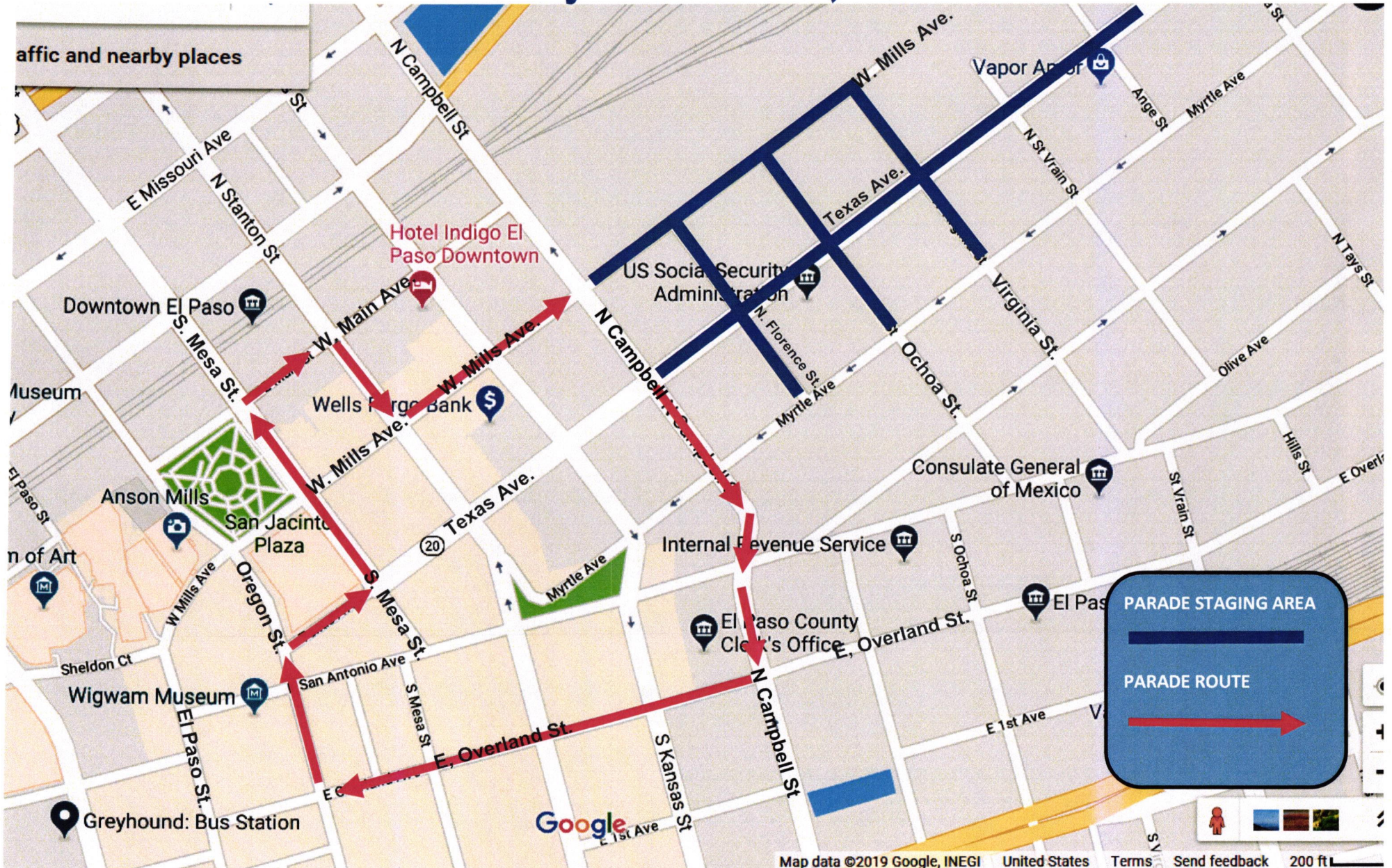


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INTRODUCTION

The Celebration of Lights Parade/ Ceremony will take place at San Jacinto Plaza (CEREMONY) and throughout the streets of downtown in El Paso, Texas. The goal of the event safety plan is to consolidate all information to ensure proper planning and coordination between parade participants, the City of El Paso and various city agencies. Four specific plans are included below to summarize each area:

1. Communications
2. Security
3. Medical
4. Transportation

The Parade Management Team will establish a unified command approach when planning for and responding to emergency situations. The Unified Command tent will include a dispatch Security, Medical, Police and Fire representatives. This approach better ensures a singular, organized approach to emergency response and communication.

The Unified Command tent will be located at City Hall (loading docks behind City 1) and dispatch positions will be staffed during the hours of 12pm-12am.

COMMUNICATIONS PLAN

Dispatch positions will be staffed during the hours of 12pm-12am. Dispatch personnel will work under the following operational plans:

Emergency Communications plan City of El Paso Communications

SECURITY PLAN

Parade security staff will consist of private non-commissioned security guards who are licensed and certified in the state of Texas and crowd management services; Uniforms for security and event staff will be as follows:

1. Event Command Staff- Royal Blue Vests
2. Crowd Management Services- Bright Yellow Tees
3. Commissioned Security Guards (SJP)- Sun City Security
4. Parade Captains- Bright Yellow Vests
5. Parade Walkers- Bright Orange Vests

ENTRY / EXITS

For parade staging area entry for all floats and vehicles will be on Texas Ave. and St. Vrain (*See attachment labeled parade staging area). For exiting floats and vehicles they can surrounding streets around staging area AFTER barricades have been set aside by city staff.

SECURITY RESPONSE TEAMS

Response teams are comprised of mobile event staff that maintain radio communication with the Unified Command tent and other essential departments. They are tasked with responding to any situation requiring attention throughout the parade footprint. Event staff and the Unified Command Emergency Team will monitor suspicious activities and other tasks as designated. The Unified Command Emergency Team will be equipped to dispatch immediate medical or law enforcement assistance at all times.

STAGE AREAS AND BACK OF HOUSE

A pressure withstanding barricade will be installed around the stage at and VIP Tent (Corner of Main and Oregon). The barricade minimizes the likelihood of a barrier collapse and provides a working area for security staff and safety personnel immediately in front of the stages. Security staff is also utilized at various checkpoint gates, where back of house staff enter and exit the San Jacinto Stage and VIP area, to control and monitor access. Authorized staff members are instructed to display appropriate badges and/or wristbands to security for their inspection to gain access.

ALCOHOL

No alcohol will be allowed anywhere on the parade route or San Jacinto Plaza. City ordinances apply. If staff or parade organizer notice citizens drinking they will notify command and notify police.

FAMILY REUNIFICATION

Will be staffed at VIP area (corner of Main and Oregon) or at the Staging Area (behind city hall). Staff will follow the procedures listed below:

LOST INDIVIDUAL/ CHILD SCENARIO

1. Upon notification by person of lost child/ individual, the Unified Command tent will be called to the appropriate center.
2. Event staff will travel with person to last known location of child/ individual.
3. A description of individual/ child will be messaged out Immediately on radio.
4. If the individual/ child is not located, police shall be contacted to intervene.
5. Public address announcements may be utilized as needed.

EMERGENCY PLAN

OVERVIEW

The Celebration of Lights Safety/ Emergency plan describes the responsibilities of key event staff and city officials in the event of an emergency. The event is subject to multiple types of emergency situations including, but not limited to, weather, fire and civil disturbance. City officials are in overall command of any emergency. Specific plans for Police, Fire Department and Emergency Medical Services will be developed by these agencies and will be included for reference. In the event of an emergency, a Command Post will be established at: **TBA by El Paso Fire and EPPD.**

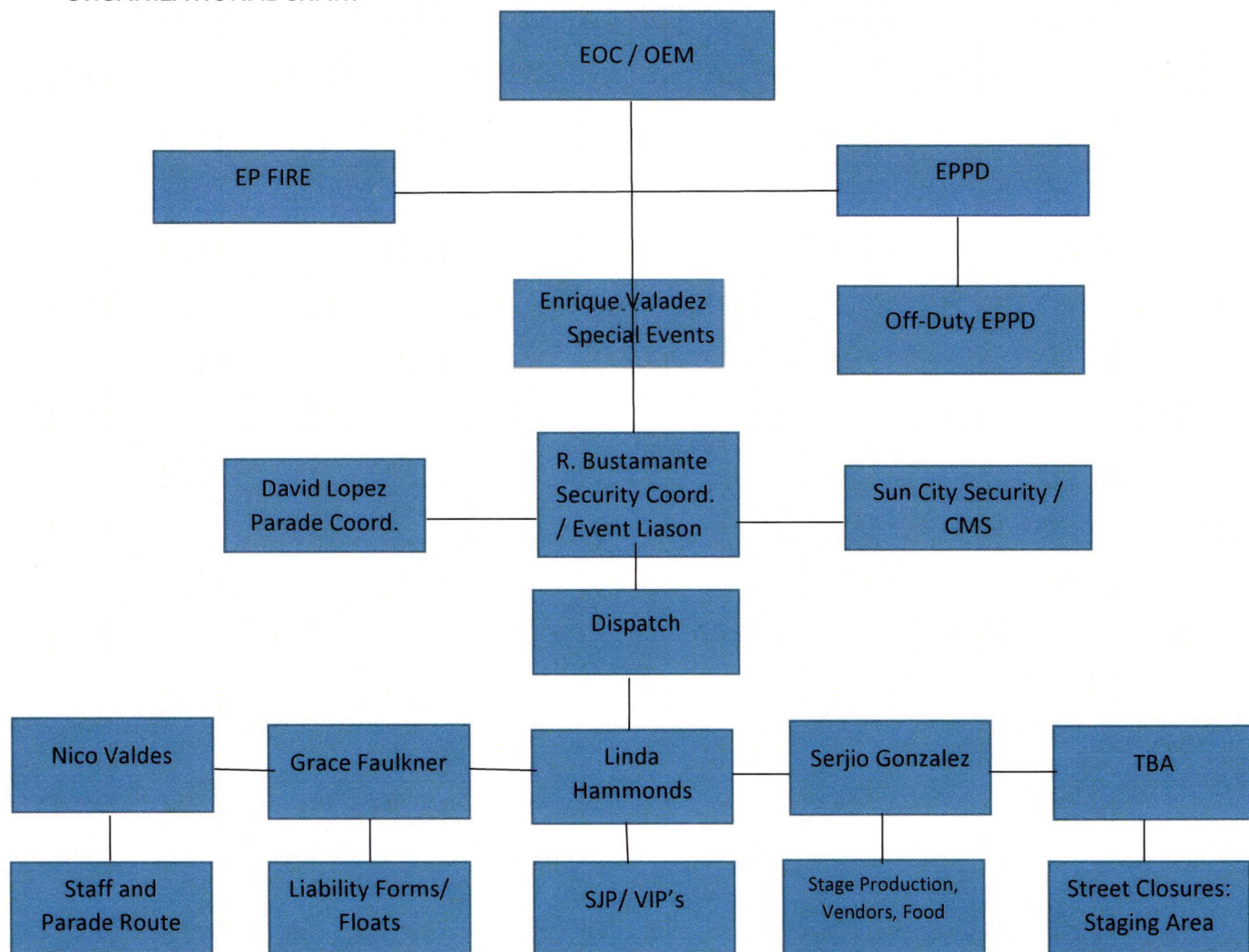
EMERGENCY TEAM

The event Emergency Team will be made up of the following persons. This team is located at the Unified Command Tent.

1. Richard Bustamante- Lead Event Security Coordinator/ Agency Liason, 915-873-0838
2. David Lopez- Parade/ Event Coordinator; 915-240-3320
3. Nicolas Valdes- Parade Coordinator (Staff and Parade Flow); 915-249-5873
4. Grace Faulkner- Parade Float Safety Coordinator, 915-867-6770
5. Linda Hammonds- SJP Stage and VIP's Liason
6. Jorge Jayme- Dispatch
7. Crowd Management Services Supervisor- TBA
8. Commissioned Security Guard Supervisor- TBA
9. Wayne Thornton- Public Information Officer, 915-373-67085
10. El Paso Police Department
11. El Paso Fire Department
12. Office of Emergency Management (Will staff the off- site EOC).
13. San Jacinto Plaza/ Event Stage- Enrique Valadez and Serjio Gonzalez

The Emergency Team will take the necessary steps, as detailed within this plan, to ensure the safety of all persons in the event of an emergency. The Team will also determine what steps are needed to make the event ready for operation following the emergency.

ORGANIZATIONAL CHART



TEAM RESPONSIBILITIES DURING EMERGENCY

1. Emergency Action Plan.

- A. Staff Command Post
- B. Liaise with Producers and Emergency Team to determine existing threat level and necessary actions required
- C. Inform all city services of situation and determine next steps

2. Police Department Personnel

- A. Staff Command Post
- B. Direct vehicular and pedestrian traffic to facilitate evacuation to determined location(s)
- C. Shift/remove traffic barricades as instructed
- D. Set up advance teams and communications at evacuation sites, if needed
- E. Provide support with evacuation procedures and maintain order
- F. Direct bomb threat operation

3. El Paso Fire Department/ Medical

- A. Establish requirements for triage
- B. Patient treatment
- C. Transport injured persons as needed
- A. Maintain fire lanes open for emergency access
- B. Direct fire and hazardous materials situations

4. Production Team- Special Events/ Stage: Enrique Valadez and Serjio Gonzalez

- A. Manage stage operations and related vendors
- B. Inform stage managers and artist relations staff of situation and discuss next steps
- C. Secure production equipment
- D. Make necessary public service announcements under direction of command post
- E. Shut down electricity as required, ensuring all announcements have been made prior to disconnect

5. Site Operations Team- Special Events : Enrique Valadez and Serjio Gonzalez,

- A. Manage site operations and vendors
- B. Inform site crew and Food/Merchandise/Bar management of situation and discuss next steps
- C. Secure site equipment
- D. Prepare and facilitate fence openings at Emergency Exit (VIP/ Stage) points as needed

6. Logistics and Command Staff: Richard Bustamante and David Lopez

- A. Manage security operations
- B. Inform Security agents, guards and gate staff of situation and discuss next steps
- C. Maintain contact with event staff during evacuation to:
 - i. Assist and direct patrons to nearest exit
 - ii. Report any injuries of staff or patrons to supervisor

POLICE RESPONSE

Police will be notified immediately if a situation is identified, or begins to escalate, that presents a public safety hazard. Police will also be notified if a situation exceeds the scope or ability of security personnel on scene. All City Parks & Recreation Parade Staff may receive direction from the police, fire department or public safety officials regarding the suspension of event operations, an evacuation and/or resumption of event activities.

MEDICAL PLAN

The goal of the event medical staff is to provide quality and safe medical care to the patrons, staff, crew, and entertainers and to reduce the potential for serious/life threatening injuries. Direct coordination is imperative with all city services.

MEDICAL EMERGENCIES

1. If any parade personnel come across a medical emergency, they will call 9-1-1 (depending on severity), notify immediate supervisor- meaning walker to captain, captain to Command Staff (operations), etc. Command Staff will notify dispatch and establish a timeline of incident.
2. If 9-1-1- receives a call from inside the parade footprint, 9-1-1 will screen and dispatch necessary medical personnel.
3. If Security, parade, medical, or law enforcement personnel locate a subject in need of medical assistance they will immediately notify the on-site Command dispatcher and advise if they will handle the situation or if other resources are needed. If additional resources are needed, the dispatcher will dispatch that resource. When the patient is transported or released command will notify any other interested parties.

MEDICAL INCIDENT REPORTING PROCEDURE:

1. A staff member shall stay with the patient at all times until care is transferred to medical personnel.
2. Contact event dispatch and relay the nature of the injury and location of the injured person. When possible try to provide the closest street crossings and/or landmark. Establish timeline.
3. Communicate patient information only to medical personnel (EP FIRE/ MEDICAL). Do not violate HIPAA laws by relaying information to anyone outside of the above personnel

COORDINATED SUPPORT

- 1.. If required, El Paso Fire Department will respond to the incident location.
2. EP FIRE/ RESCUE will be establishing medical at the Unified command post at their discretion or can use Parade Staging or VIP/ Stage at their discretion.
3. Medical will utilize area hospitals as our primary transport hospitals. Response teams and ambulances will be controlled by 9-1-1 medical dispatch

TRANSPORTATION PLAN

1. Medical Care provided by El Paso Fire Department
2. Event Security provide by El Paso Police Department, Sun City Security, and Crowd Management Services
3. Parade route directed by Command Staff- Nicolas Valdes and Ricardo Bustamante; See Attachment for parade route
4. Street barricades provided by Traffic Control Specialist (915- 212-0300) and Bike Rack barricades provided by Crowd Management Services (915-727-2066)

ATTACHMENTS

Emergency Egress/Ingress Map

Parade Staging Area

Parade Route

Fire/ Law enforcement Staging Area Map

San Jacinto Plaza Staging Area

VIP Parking Lot

Porta John placement

Meters that need to be bagged for Celebration of Lights event

Street:	Mills Street	** To be used for Food Trucks vendors. Need to be clear for food truck set up on Sat. 11/23, 7 am				
	Initials	Number				
	MI	203	205	207	209	211
	MI	204	206	208	210	212
	MI	214	216			

Street:	Main street	Street:	Oregon
	EMA		Initials
	103		Number
	EMA		NO
	105		501
	EMA		NO
	107		503
	EMA		NO
	109		505
	EMA		NO
	111		420
	EMA		NO
	113		419
			NO
			418
			NO
			413
			NO
			412
			NO
			411
			NO
			410

Event Information

Street Closure

Event

Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: _____ Zip Code: _____

Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]



Notice of Proposed Closure

Event Information

I (We) City of El Paso Parks & Rec. Will be holding an event on Nov. 23. 2019.
Organization/Individual Date
 from 4:00 pm To 11:00 pm I am / (We are) asking for you consent to temporarily
Time Time
 block off _____
Street Closure
 for Celebration of Lights Parade.
Event

Alcohol Sales Information

Company Name: _____
 Representative Name: _____ Telephone #: _____
 Company Address: _____ Zip Code: _____
 Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
CHRIS FISHER	500 E MAIN	✓		
✓ Vacant	321 Stanton			
Katherine Kegerman	219 E Mills	✓		
MARCEL BURGUM	212 E MILLS	✓		
Pizza Luists				
GEORGE A. JARVIS	315 E MILLS		✓	
Vacant De Soto Hotel.	300 MILLS			
Arch. Print House	810 TEXAS	✓		
El Paso Brew. Co	810 TEXAS			
	818 TEXAS			
MILLOT ENGINEERING	900 TEXAS	✓		
MECANFORMER	904 TEXAS AVE.	✓		
Ace Auto Spa	906 TEXAS	✓		
el Encanto Billa	910 TEX	✓		
Texas Cantina	912 TEXAS	✓		
Vapor Amor	912 TEXAS	✓		



Notice of Proposed Closure

Event Information

I(We) City of El Paso Will be holding an event on Nov. 23, 2019
Organization/ Individual Date
 from 4pm To 12am I am / (We are) asking for you consent to temporarily
Time Time
 block off Mills and Campbell / to overland and Campbell
Street Closure
 for Holiday Parade / celebration of lights 2019
Event

Alcohol Sales Information

Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: _____ Zip Code: _____

Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]

Event Information

Alcohol Sales Information

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]



Notice of Proposed Closure

Event Information

I (We) City of El Paso Parks & Recreation Will be holding an event on Nov. 23, 2019
Organization/ Individual Date
 from 4:00 PM To 11:00 PM I am / (We are) asking for you consent to temporarily
Time Time
 block off _____
 for Celebration of Lights Parade Street Closure
Event

Alcohol Sales Information

Company Name: _____
 Representative Name: _____ Telephone #: _____
 Company Address: _____ Zip Code: _____
 Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
Court House	500 Overland St.	✓		
COEP HR Dept.	500 Overland St.	✓		
LAW OFFICE	400 E. Overland	✓		
Savory Lofts	120 Overland St.			
Dollar Tree	116 Stanton	—	—	
Vacant	200 Overland St.	—	—	
Vacant	320 Overland St.	—	—	
Vacant	119 Overland St. Stanton	—	—	
Vacant	315 Overland St.	—	—	
Vacant	312 Overland St.	—	—	
Vacant	311 Overland St.	—	—	
Vacant Light Kitchen	309 Overland St.			
Vacant Cortinas Sabre Arms	307 Overland St.			
Cristy Bridal	303 Overland St.		—	
Vira Nail & Spa	303 Overland St.			
Invitaciones by Camarena Studio	124 S. Mesa	✓		
Arny Fashion	300 Overland St.	✓		
Vacant	304 Overland St.	—	—	
The Texas Store	306 Overland St.	✓		



Notice of Proposed Closure

Event Information

I(We) City of El Paso Parks & Recreation Will be holding an event on Nov. 23, 2019
Organization/ Individual Date
 from 4:00 PM To 11:00 PM I am / (We are) asking for you consent to temporarily
Time Time
 block off _____

 for Celebration of Lights Parade Street Closure

 _____ Event

Alcohol Sales Information

Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: _____ Zip Code: _____

Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]

Event Information

Alcohol Sales Information

[illegible]

The City of El Paso is a self-insured government agency.