

**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 Celebration of Lights Parade from 12:00 p.m. on Saturday, November 23, 2019, to 10:00 p.m. on Saturday, November 23, 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 Paisano and Texas Ave. and Texas Ave. between Campbell St. and St. Vrain St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV19-00174)

BACKGROUND / DISCUSSION:

EVENT NAME: Winterfest - Scherr Legate Celebration of Lights Parade
PERMIT CASE NUMBER: CSEV19-00174
EVENT DATE/HOURS: Saturday, November 23, 2019, at 5:15 p.m. to 8:00 p.m.
TRAFFIC CONTROL: Saturday, November 23, 2019, at 12:00 p.m. to 10:00 p.m.
STATE ROW IN USE: Mesa St. between Paisano and Texas Ave. and Texas Ave. between Campbell St. and St. Vrain St.
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 (CSEV19-00174) 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 Paisano and Texas Ave. and Texas Ave. between Campbell St. and St. Vrain St. 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:

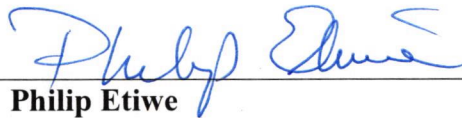
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Philip Etiwe
Director, Planning & Inspections Department

RESOLUTION

WHEREAS, Winterfest - Scherr Legate Celebration of Lights Parade (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Winterfest - Scherr Legate Celebration of Lights Parade from 12:00 p.m. on Saturday, November 23, 2019, to 10:00 p.m. on Saturday, November 23, 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 Paisano and Texas Ave. and Texas between Campbell St. and St. Vrain 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 Celebration of Lights Parade from 12:00 p.m. on Saturday, November 23, 2019, to 10:00 p.m. on Saturday, November 23, 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 Paisano and Texas Ave. and Texas between Campbell St. and St. Vrain 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.

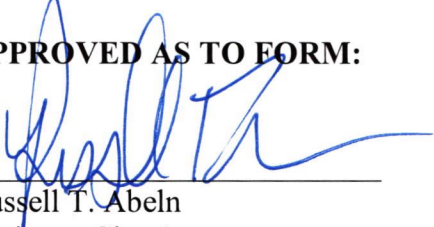
CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:

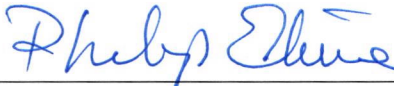
Laura D. Prine,
City Clerk

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 Paisano and Texas Ave. and Texas between Campbell St. and St. Vrain, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa St. between Paisano and Texas Ave. and Texas between Campbell St. and St. Vrain, for the purpose of allowing Winterfest - Scherr Legate Celebration of Lights Parade, from 12:00 p.m on November 23, 2019 to 10:00 p.m. on November 23, 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.

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.

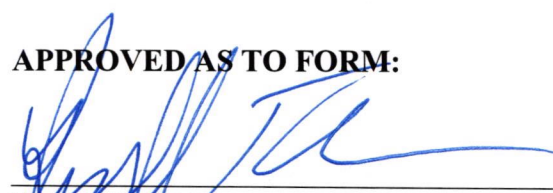
THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

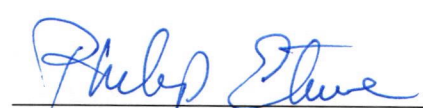
Date _____

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 _____

Date _____

Print Name: _____

Print Title: _____



EXHIBIT "A"

City of El Paso

Special Event Permit Parade

Permit No: **CSEV19-00174**
Event Name: **WINTERFEST - SCHERR LEGATE CELEBRATION OF LIGHTS
PARADE**
Issued: **10/3/2019**
Expires: **11/24/2019**

Applicant

COEP - PARKS & REC

ENRIQUE VALADEZ
801 TEXAS AVE
EL PASO, TX 79901

Description: Begin staging on Mills, Texas and Myrtle. Parade begins on the corner of Texas Ave. and Campbell St., south to Overland St. west to Oregon St. east to Texas Ave. north to Main Ave., east to Stanton St., south to Mills Ave and east to Campbell St.. **EPPD:** The El Paso Department has no objections with this event. The Department will police the event with 67 officers and 63 vehicles. Traffic control times will be from 11:30 a.m. to 8:00 p.m. on 11/23/2019. **STREETS:** No objections to proposed parade route and assembly staging areas location. **SUN METRO:** No objections to proposed parade route and assembly staging areas location. **DMD:** Clean-up of the event footprint is required to return the event footprint to its usefulness as per city requirements. Any additional cleanup required by DMD Sanitation crews to return the event footprint to its usefulness as per city requirements will be documented and invoiced to the event organizer at the rate of \$200.00/hour. Power washing services will be invoiced at the rate of \$75.00 per location if needed. **STREETCAR:** Please see the Streetcar Permit.

Event Type: Parade

Park Use: Yes

Amplification: Yes

Participants/Attendees: 1,150

Event Staff/Volunteers: 150

Vehicles: 60

Animals: No

Other:

EVENT

Start Date: 11/23/2019

Start Time: 17:15

End Date: 11/23/2019

End Time: 20:00

STREET MONITORING

Start Date: 11/23/2019

Start Time: 13:00

End Date: 11/23/2019

End Time: 23:00

** 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

19-1007-2509 | 935087

E-MAILED

Applicants Signature

Parades and Public Assemblies

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

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



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address:

MAIN & OREGON, EL PASO, TX 79902

Permit No:

EPTC19-04646

Issued:

10/02/2019

Expires:

11/23/2019

Applicant	Phone Number	Barricade Company
ENRIQUE VALADEZ 801 TEXAS AVE EL PASO, TX 79901	Applicant:915-212-1731 Barricade:915-921-0300	TRAFFIC CONTROL SPECIALIST 3120 TARWOOD DR EL PASO, TX 79936

WORK AUTHORIZED: DMD / CSEV19-00174, WINTERFEST - SCHERR LEGATE CELEBRATION OF LIGHTS PARADE, COEP PARKS AND RECREATION; MULTIPLE STREET CLOSURES DOWNTOWN FOR STAGING ASSEMBLY AND PARADE (OREGON, MESA, STANTON, KANSAS, CAMPBELL, MAIN, MILLS, TEXAS)

TYPE OF TRAFFIC CONTROL SET UP: MULTIPLE STREET CLOSURES DOWNTOWN

Start Date: 11/22/2019

Expiration Date: 11/23/2019

Length of Term: Short

*** NOTICE ***

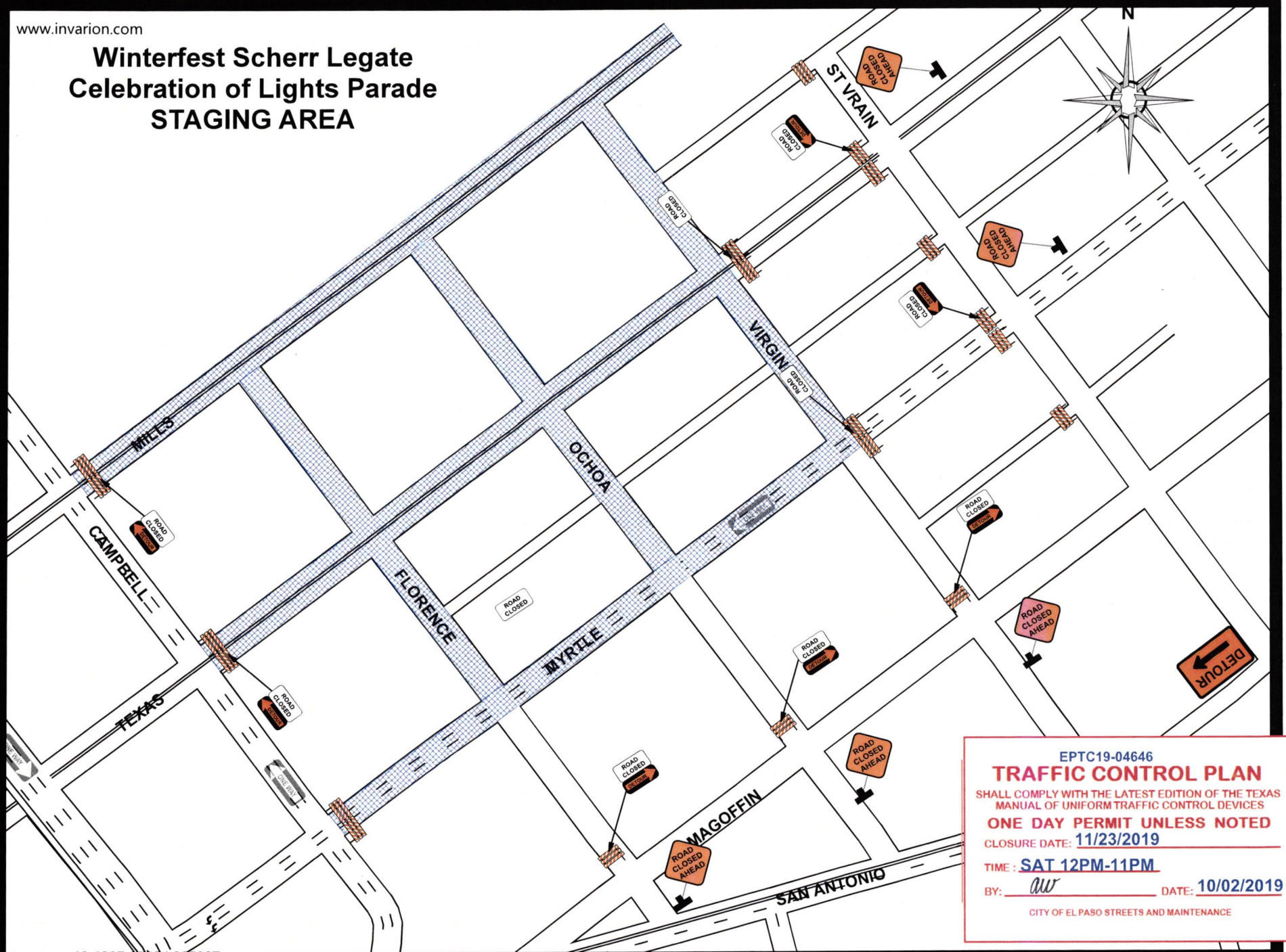
1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2. 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 STAGING AREA



EPTC19-04646

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: **11/23/2019**

TIME: **SAT 12PM-11PM**

BY: *aw* DATE: **10/02/2019**

CITY OF EL PASO STREETS AND MAINTENANCE

Winterfest Scherr Legate
Celebration of Lights Parade
FULL CLOSURE

SAN
JACINTO
PLAZA

NOT TO SCALE

EPTC19-04646

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

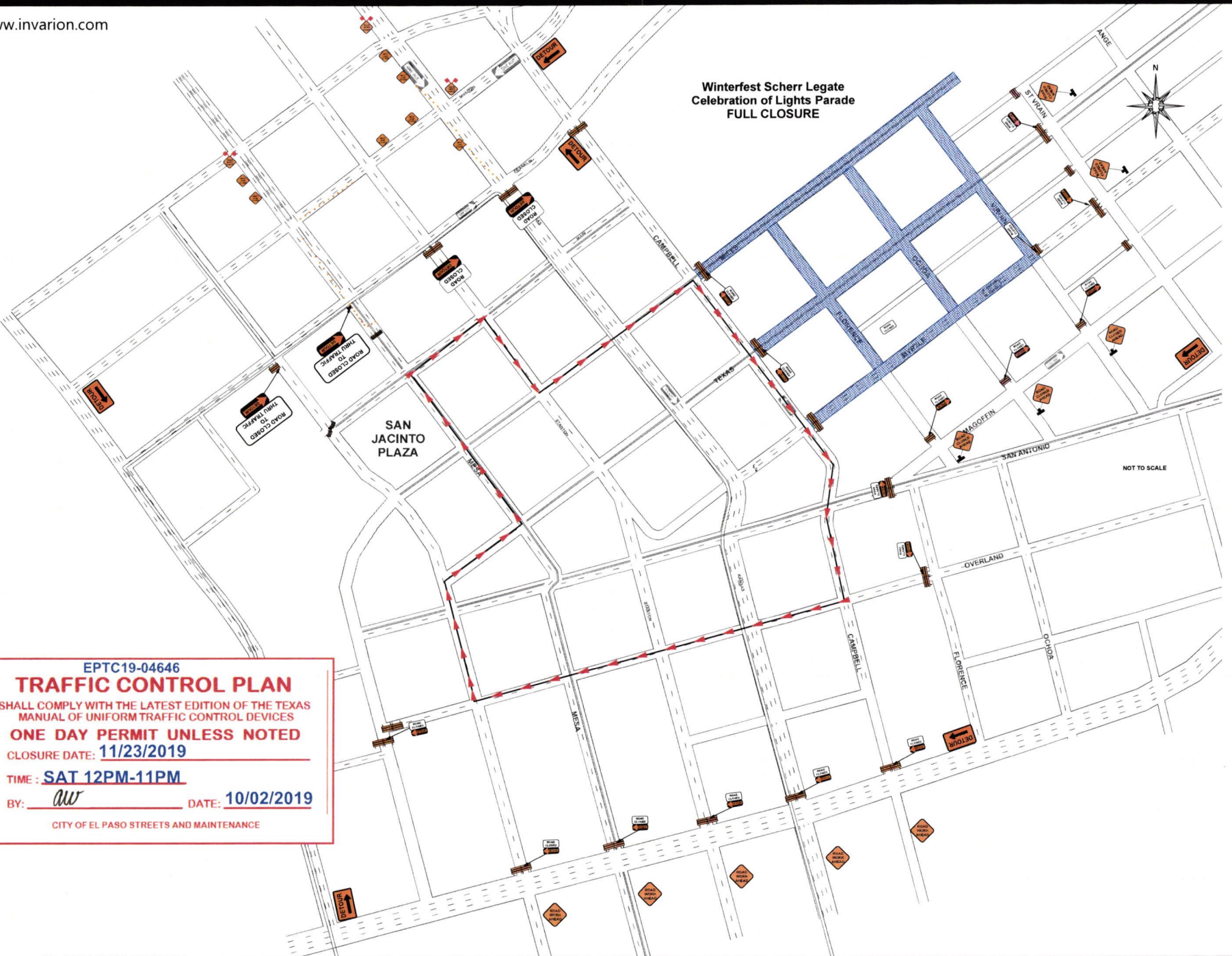
ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/23/2019

TIME: SAT 12PM-11PM

BY: aw DATE: 10/02/2019

CITY OF EL PASO STREETS AND MAINTENANCE



CITY OF EL PASO - STREETCAR

TRACK ACCESS PERMIT

SMTAP19-00067



Permittee: Enrique Valadez
801 Texas Ave.
El Paso, Texas 79901
915-328-2897

Issued:
10/2/2019

Work Site Location: Kansas and Mills and Kansas and Overland*****

Description of Permitted Work:

WinterFest Scherr Legate Celebration of Lights Parade. This is an annual holiday celebration. More than 60 different entries / floats register to celebrate the 2019 Holiday season. Includes the Tree Lighting Ceremony at San Jacinto Plaza.



Permit Type:
SPECIAL EVENT

Valid: 1600-2000 Each Day
11/23/2019

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. 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 THE PERMIT.

C. Marquez 10/3/19
Issued By: Ted Marquez

[Signature]
Permittees Signature

Winterfest Scherr Legate
Celebration of Lights Parade
FULL CLOSURE



cm

www.invarion.com

**Winterfest Scherr Legate
Celebration of Lights Parade
STAGING AREA**

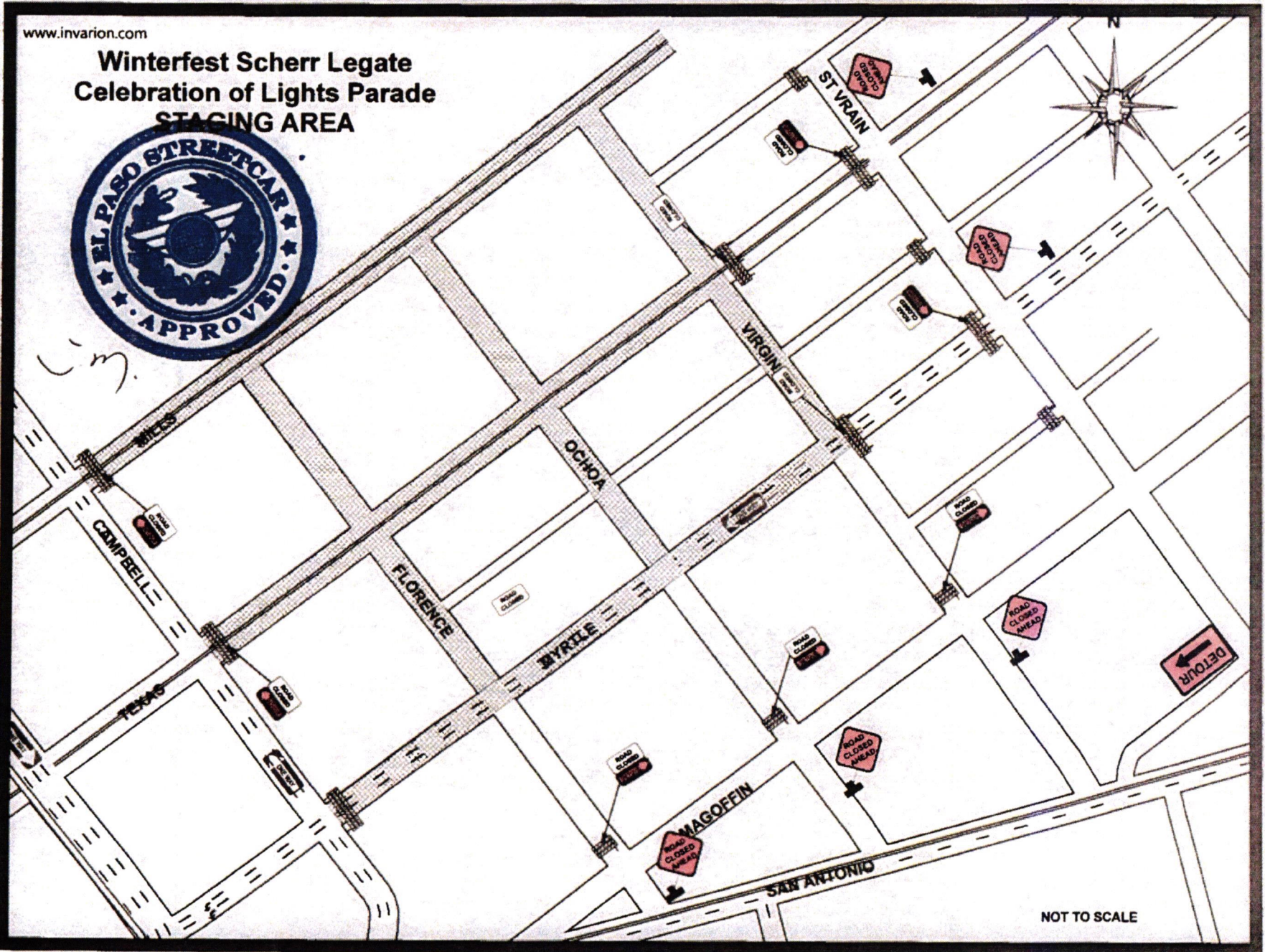




Exhibit A1
Track Access Request - Special Event



Date of Submission: October 2, 2019
Date of Event: November 23, 2019
Hours of Event: From 4 p.m. To 8 p.m.

SMTAP19 -
00067
Office Use Only
☒ DOWNTOWN ☐ UPTOWN
CSEV: 19-00174
Office Use Only

Requestor: Enrique Valadez
Title: Parks and Recreation Special Programs Coordinator
Company: City of El Paso Parks and Recreation Department
Address: 801 Texas Ave. El Paso, Texas. 79901
Cell Number: 915-328-2897
Email Address: valadezex@elpasotexas.gov



Description of Event:

WinterFest Scherr Legate Celebration of Lights Parade. This is an annual holiday celebration. More than 60 different entries / floats register to celebrate the 2019 Holiday season. Includes the Tree Lighting Ceremony at San Jacinto Plaza.

****Site Plan and Map of Special Event Location and Staging Areas Must Be Included with Application****

Number of Participants: 1,000 participants, 70,000 people attend

Limit of Access:

Street Intersection

Intersection of Kansas and Mills Streets and Intersection of Kansas and Overland streets
Street Name Street Name

Street: N/A

Choose One - (Santa Fe, Franklin, Kansas, Father Rahm, Stanton, Baltimore, Oregon)

From: _____ To: _____
Cross Street Cross Street

Acknowledgments

I Enrique Valadez (the "Applicant") understand that any encroachment into the Streetcar Operational Right-of-Way will require the use of a Streetcar Flagger, as referenced in Exhibit D, Temporary Traffic Control, for all Moving Special Events. I also understand that an approved Traffic Control Plan (TCP) 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.

E.V. (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. E.V. (initials)

I understand that I must provide insurance as a condition of this permit application in accordance with Exhibit E.

E.V. (initials)

Applicant will coordinate with applicable City Departments, state, or federal agencies to obtain any necessary permits and approvals required for the proposed event 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 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 APPLICANT'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 APPLICANT'S ACTIONS, OMISSIONS, 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.

ACKNOWLEDGMENT: 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.

Applicant Name: Enrique Valadez

Applicant Signature: Enrique Valadez

Digitally signed by Enrique Valadez
DN: cn=Enrique Valadez, o=City and Recreation, ou=El Paso
Public and Recreation Department,
email=Enrique.Valadez@elpasotexas.gov, c=US
Date: 2019.10.02 14:00:01 -0600

Date: 10/02/2019

Email Completed Applications To: MunozVX@elpasotexas.gov AND VillaMJ@elpasotexas.gov



Event Permit Application

Parades, Temporary Events & Special Events



811 Texas Ave. El Paso, TX 79901. 915-212-1506.

SpecialEvents@elpasotexas.gov www.elpasotexas.gov/SpecialEvents

Application Type (Office Only): ☒ Parade ☐ Temporary Event ☐ Special Event

CASE: CSEV **19-00174**

1 APPLICANT INFORMATION

Name of Organization: City of El Paso Parks and Recreation Department

Address: 801 Texas Ave. City/State/Zip: El Paso, Texas. 79901

Work Phone: 915-212-1731

2 CONTACT INFORMATION

Name: Enrique Valadez Cell: 915-328-2897

Email: valadezex@el p-asotexas.gov Preferred Language: ☒ English ☐ Español

3 EVENT INFORMATION

Official Name of the Event: WinterFest - Scherr Legate Celebration of Lights Parade

Event Type: ☒ Parade ☐ Procession ☐ Run/Walk ☐ Bike Race
☐ March ☐ Bazaar ☐ Carnival ☐ Block Party
☐ Celebration ☐ Street Dance ☐ Street Display ☐ Other

Purpose of Event: ☐ Fundraiser ☒ Community/Neighborhood Activity ☐ School Activity
☐ Religious Activity ☐ Other (Explain): _____

Target Audience: ☒ Children ☒ Teens ☒ Families ☒ 18 and Over ☒ 21 and Over

Does the event route or footprint cross or take place near railroad property? ☐ Yes ☐ No

Are you using a park? ☐ Yes ☒ No If yes, which one? _____

Are you using a building next to your event footprint? ☐ Yes ☒ No

If yes, what is the address? _____

*Parades Only- Location Assembly (where do participants start): Corner of Texas and Campbell Streets

Route or Event Location Description (attach an extra sheet of paper if necessary): ***Please see attachment

How will parade participants be released? ☐ All at Once ☒ In waves/groups

4 EVENT TIMES AND TRAFFIC CONTROL

TRAFFIC CONTROL:
Times the Street will be Closed
Including Set-up and Clean-up

EVENT TIMES:
Entire Event Duration Times

TRAFFIC MONITORING:
Times you Need Presence of
Police Officers on the Street

Traffic Control	Date	Time	Event Times	Date	Time	Monitoring	Date	Time
Start:	11/23/19	12 PM	Start:	11/23/19	5:15 PM	Start:	11/23/19	1 PM
End:	11/23/19	10 PM	End:	11/23/19	8 PM	End:	11/23/19	11 PM

MULTIPLE DATE BREAKDOWN

Date	Time Start	Time End	Date	Time Start	Time End

5 EXPECTED EVENT ATTENDANCE

Number of Participants/Spectators/Attendees: 1,150 Event Staff/Volunteers: 150

Vehicles: 60 Other (specify): _____ Total Number of People Expected: 70,000

6

EVENT CLEANUP

Method of Street/Right-of-Way/Park Cleaning: ☐ Applicant ☒ City Cleaning Services☒ Downtown Management District☐ 3rd Party Professional Services: _____

On-Site Responsible Party for Cleanup: City of El Paso Streets and Maintenance Department

Cell: _____ Cleaning and Sanitation Plan Description: _____

*The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the services below.

If requesting City Cleaning Services type of cleaning requested: Along Parade Route* Staging area.

*In the event that the City is unable to perform the requested street, sidewalk, and right-of-way cleaning services, the Applicant will be notified. Such notices do not relieve the Applicant of obligation under the El Paso City Code to keep the event areas clean of all litter and debris, whether caused by the Applicant, participants, or spectators to the event.

7

ALCOHOL SALES AND CONSUMPTION

Insurance and other provisions may be required when serving, consuming or selling alcohol. All alcohol sales require a TABC License.

Will alcoholic beverages be sold, served or consumed at the event? ☐ Yes ☒ NoWill alcoholic beverages be sold, served or consumed in a City Park? ☐ Yes ☒ NoWill alcoholic beverages be sold, served or consumed on City Right-of-Way? ☐ Yes ☒ No

FOR ALCOHOL SALES ONLY - Trade Name of TABC License Applicant: _____

8

TRAFFIC CONTROL PLAN

*Not Applicable for Parade Applications

Barricade Company: Traffic Control Specialists

Alley Affected: ☐ Yes ☒ NoDescription of Closure (Street, Lane, Sidewalk, etc.): Texan, between Campbell & St. Vrain12 pm to 10 p.m.Urea Street, between Pecos & Texan, from 8 to 8 p.m.

9

POLICE AND SECURITY

Parades Only: Will someone other than the El Paso Police Department conduct traffic enforcement services?

☒ Yes ☐ No

If yes, what office or organization: El Paso Police Department

The office or organization must submit a signed letter on department letterhead indicating that they will be providing traffic enforcement services.

Are you hiring security guards? ☒ Yes ☐ No Number of Guards: 30

Security Company: Sun City Security Service Inc.

Contact Person: Norma Guzman-Kennedy

Address: El Paso, Texas. 79925

City/State/Zip: El Paso, Texas. 79925

Work Phone: 915-751-6811

Cell: _____

Email: nigkennedy@suncitysecurity.com

10

PARKING METERS

All parking meters requested for exclusive use will be bagged at 6 a.m. on the start date selected. Additional fees may apply.

Do you need Parking Meters **within the event footprint** to be bagged for exclusive use? ☒ Yes ☐ NoDo you need Parking Meters **outside the event footprint** to be bagged for exclusive use? ☒ Yes ☐ No

Start date of exclusive use for parking meters: **** Please see attachment for specific details on Parking Meters bagging

End date for exclusive use of parking meters: _____

Total number of days: _____ Meter Numbers: _____

From Street: _____ To Street: _____

From Street: _____ To Street: _____

11 FIRE AND SAFETY

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guard may be required and must be approved by EPFD.

Will temporary fences or barriers be erected?

☒ Yes ☐ No

Will temporary membrane structures be erected (tents, canopies)?

☐ Yes ☒ No

Will stages or other structures be erected?

☐ Yes ☒ No

Quantity and Size of Structure(s): Multiple barricade

Description/Purpose of Structure(s): To prevent traffic

How will you supply electrical power to your event? No

Will compressed gasses be used? ☐ Yes ☒ No (If Yes) Flame Type: ☐ Cooking ☐ Display/Ceremonial

Will the event feature or utilize fireworks/pyrotechnics? ☐ Yes ☒ No

Contractor Company: _____ License: _____

Contact Person: _____ Address: _____

City/State/Zip: _____ Work Phone: _____

Cell: _____ Email: _____

12 AMPLIFICATION USE

Will your event use amplified devices, microphones, speakers, instruments? ☒ Yes ☒ No u

of Microphones _____ # of Speakers 50 # of Amplifiers 6 Other: Musical Instruments

Purpose of Amplification: ☐ Announcements ☒ Ambience ☒ Concert ☐ Advertising

Location Description of Amplification Devices: on the floats

*Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28 (Sound Amplifying Devices) of the El Paso City code.

13 ANIMALS

Will your event feature animals? ☐ Yes ☒ No Type(s) of Animals: _____

How will the animals be used during the event? _____

Will on-site housing be provided? ☐ Yes ☒ No Describe Housing: _____

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

14 FOOD SALES

Will the event feature food, beverage or merchandise vendors? ☐ Yes ☒ No

Approximate number of food locations: 0

Approximate number of beverage locations: 0

Approximate number of pre-packaged food locations: 0

Approximate number of exposed food locations: 0

15 INTERNET ACCESS

The City of El Paso may be able to provide wireless internet access during some events, including a secured connection for event functions (cashiering, communications, etc). If requested, please submit a site plan that indicates the area in which wifi is needed and specify any areas that may need a secured wifi connection.

Is Wireless Internet Access Needed? ☐ Yes ☒ No

SPECIAL EVENT NOTIFICATION AFFIDAVIT

Special Event Permit Application Notice of Proposed Closure Requirements

Pursuant to §13.38.040(D)(3) of the El Paso City Code, the special event permit applicant must provide proof that notice of the proposed closure has been issued to each affected person and neighborhood association, if applicable, whose boundaries are included within, either wholly or partially, or whose property abuts the proposed closure area. Such notice shall be provided on a form prescribed by the Permit Official containing the name and address of each affected person, and a space in which the affected person or authorized representative of the neighborhood association may indicate with an original signature whether the affected person or neighborhood association opposes the closure.

Notice may be provided using the City of El Paso notice form and mailed by the United States mail. The notice must state the type of event, the date(s) of the event, the location of the event, the specific street closures and the time the streets will be closed. The applicant for a special event permit shall provide written notice, at applicant's expense to all affected persons defined in 13.38.020(A) of the El Paso City Code as the property owner, property manager or tenant of each property abutting the portion of a public right-of-way to be closed, and to the City of El Paso Event Permit Coordinator at One-Stop-Shop, c/o Event Permit Coordinator, 811 Texas Ave., El Paso, TX 79901.

N/A

Notice must be mailed out a minimum of 30 days prior to event date.

Date of Mail-Out

Event Holder is required to include the following language on the notice:

Failure of a property owner to return written comments within fourteen (14) days shall be considered as non-opposition to the proposed Special Event.

I certify that I have received the mailing list and have sent notification to all affected persons and neighborhood association included on the list on a form prescribed by the City as per §13.38.040(D)(3) of the El Paso City Code.

Enrique
Valadez

Digitally signed by Enrique Valadez
DN: cn=Enrique Valadez, o=Parks and Recreation,
ou=El Paso Parks and Recreation Department,
email=ValadezE@espmexico.gov, c=US
Date: 2019.09.20 11:30:45 -0500

Enrique Valadez

09/20/2019

Applicant Signature

Print Name

Date

Office Use Only

Date Event Notification Received: _____ Reviewed by: _____

STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me this _____ day of _____, 20_____.

My Commission Expires:

NOTARY PUBLIC, Signature

I understand that at least 50% of the estimate for City Services (excluding Parks), including Police and Cleaning, must be paid a minimum of 48 hours in advance of the event or prior to permit issue, or my event may be cancelled.

ev _____ (initials)

I understand that any estimate I am provided (excluding Parks) is only an approximation of the actual cost. I will be responsible for paying the full cost of the City Services provided to me, which may be higher than the estimates provided.

ev _____ (initials)

If requesting City Cleaning Services: I hereby request that the City of El Paso provide the cleaning as indicated above and as the City and its employees deem appropriate. I am obligated under the El Paso City Code to keep event areas clean of all litter and debris, whether caused by myself, participants, or spectators to the event. I agree to pay the City for the costs of such cleaning services when I am billed for such services.

ev _____ (initials)

Applicant will coordinate with applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the proposed event and use of premises, including, but not limited to, sound amplification and the sale of alcoholic beverages.

RELEASE: In consideration of the permit for use of city streets, sidewalks, and other public places, it is understood that the applicant(s) contained herein do hereby release and discharge the City, its respective officers, directors, agents, and employees, jointly and severally, from any and all liability for illness, injuries, and damages that may be suffered which arise out of or result from participation in this event.

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 obtaining the Parade Permit.

Applicant Name Enrique Valadez Signature Enrique Valadez
 Date 9/20/19

Digitally signed by Enrique Valadez
 DN: cn=Enrique Valadez, o=City of El Paso, ou=Permitting and Recreation, email=enrique.valadez@elpaso.gov, c=US
 Date: 2019.09.20 11:51:12 -0500

OFFICE USE ONLY

Received/Paid

Accepted By: _____

NOTICE OF PROPOSED CLOSURE

Temporary Use of City Right-of-Way

I (We), CITY OF EL PASO PARKS & REC, will be holding an event on November 23, 2019
 on _____ from 4:00 PM to 11:00 PM. I am (We are) asking for your
 consent to temporarily block off _____ for Celebrations of El Paso Parade

Please print your name, address, indicate owner or occupant of the property and check off either Consent or Object with your signature below.

NAME	OWNER OR OCCUPANT	ADDRESS	CONSENT	OBJECT	SIGNATURE	NOTES
People Gallery	Joanessa	200 mesa	.		VACANT	
Moyates y Mendez	Not Available	210 mesa			VACANT	
Banner Building	Not Available	215 mesa			VACANT	
Kress	Not Available	211 mesa			VACANT	
No Name	Not Available	209 mesa			VACANT	
CVS	Manager	201 mesa	OK		[Signature]	
National American Investment Finance	Manager	200 TEXAS	OK		[Signature]	
Columbian Fashion	owner	104 N. Oregon	.		[Signature]	
Ava's House Beauty	owner	102 Texas	OK		[Signature]	
Sunset Tattoo	owner	104 Texas	OK		[Signature]	
Texas for Salsas		106 Texas				
Taquizas 105 tortitas	Manager	106 TEXAS	S.O		Sendero	
Trost Hills	Not Available	108 TEXAS			VACANT	
Root Architects	Not Available	108 1/2 TEXAS			VACANT	
Root Architects	Not Available	110 TEXAS				
In Situ	ASSOCIATE	112 TEXAS	[Signature]		[Signature]	
Cowork Oasis	Not Available	114 TEXAS			Closed	
Not Available	Not Available	115 mesa			VACANT	
X Belen Gtz	X not available	X 200 mesa	.		[Signature]	
Penelope	RTD	909 TEXAS	✓		[Signature]	
Kimberly Brown	Admin	909 TEXAS AVE	✓		[Signature]	
Maria Echeverri	Manager	921-A TEXAS AVE	✓		[Signature]	
EPHRAIM VIVAR	Gov. MGR.	921 TEXAS - A	✓		[Signature]	
Jane Cave	Admin	1000 TEXAS AVE	✓		[Signature]	

NOTICE OF PROPOSED CLOSURE

Temporary Use of City Right-of-Way

I (We), City of El Paso, will be holding an event on Nov. 23, 2019
on _____ from 4pm to 12am. I am (We are) asking for your
consent to temporarily block off Wills/Campbell & for Celebration of Light:
overland & Campbell

Please print your name, address, indicate owner or occupant of the property and check off either Consent or Object with your signature below.

[illegible]

NOTICE OF PROPOSED CLOSURE

Temporary Use of City Right-of-Way

I (We), City of El Paso Parks & Rec Dept., will be holding an event on Nov. 23rd 2019
 on 4:00pm from 4:00pm to 11:00pm. I am (We are) asking for your
 consent to temporarily block off _____ for _____.

Please print your name, address, indicate owner or occupant of the property and check off either Consent or Object with your signature below.

NAME	OWNER OR OCCUPANT	ADDRESS	CONSENT	OBJECT	SIGNATURE	NOTES
VACANT		113 S. Mesa				
VACANT		219 E. Overland				
Bridal Palace		203 E. Overland				Not available
D. Pedro Chavez D. Leon Batts	owner	201 Overland	✓		<i>[Signature]</i>	
Jorge I. Chavez	Manager	116 S. Oregon	✓		<i>[Signature]</i>	
VACANT		114 S. Oregon				
		110 S. Oregon				Closed
		201 San Antonio				Not available
Estela A	Employee	109 N. Oregon			<i>[Signature]</i>	Co.
M. L. L. L.	Property Manager	109 N. Oregon	✓		<i>[Signature]</i>	
VACANT		105 N. Oregon				
Amur Khan	owner	118 E. San Antonio	✓		<i>[Signature]</i>	
VACANT		111 Oregon				
Albert Gonzalez	Manager	119 E. Overland	✓		Alberto Glez	
Jacira Knapp	owner	210 Overland			Jacira Knapp	
VACANT		214 1/2 Overland				
Hyun Jun	owner	216 Overland	✓		<i>[Signature]</i>	
Danyela Luna	manager	112 E. Overland			<i>[Signature]</i>	
Nancy Varamontes	Mgt.	817 Texas Ave	✓		<i>[Signature]</i>	
SIGN DESIG	owner	1017 Texas Ave	✓		<i>[Signature]</i>	Closed
Cesar Cisneros	Employee	901 Texas Ave	✓		<i>[Signature]</i>	

Temporary Use of City Right-of-Way

I (We), CITY OF PASO, will be holding an event on 11/23/19
on _____ from _____ to _____. I am (We are) asking for your
consent to temporarily block off SAN JACINTO / CA 24 for _____

Please print your name, address, indicate owner or occupant of the property and check off either Consent or Object with your signature below.

[illegible]



Exhibit A1 Track Access Request - Special Event



Date of Submission: October 2, 2019
Date of Event: November 23, 2019
Hours of Event: From To
4 p.m. 8 p.m.

Requestor: Enrique Valadez
Title: Parks and Recreation Special Programs Coordinator
Company: City of El Paso Parks and Recreation Department
Address: 801 Texas Ave. El Paso, Texas. 79901
Cell Number: 915-328-2897
Email Address: valadezex@elpasotexas.gov

Description of Event:

WinterFest Scherr Legate Celebration of Lights Parade. This is an annual holiday celebration. More than 60 different entries / floats register to celebrate the 2019 Holiday season. Includes the Tree Lighting Ceremony at San Jacinto Plaza.

****Site Plan and Map of Special Event Location and Staging Areas Must Be Included with Application****

Number of Participants: 1,300 participants, 70,000 people attend

Limit of Access:

Street Intersection

Intersection of Kansas and Mills Streets and Intersection of Kansas and Overland streets
Street Name Street Name

Street: N/A

Choose One - (Santa Fe, Franklin, Kansas, Father Rahm, Stanton, Baltimore, Oregon)

From: Cross Street To: Cross Street

SMTAP19 -

Office Use Only

DOWNTOWN UPTOWN

CSEV: Office Use Only

NOT VALID
WITHOUT SEAL

Do you have a valid Track Access Training Card?

☐ Yes, provide ID #: TBD

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

Track Access Training is provided every Wednesday at 10:30 am, please contact Crystal Vega at 915-212-3465 or VegaCA@elpasotexas.gov to attend.

Does your event run parallel, cross, is in the vicinity or otherwise encroach into the Streetcar Operational Right-of-Way, as depicted in Exhibit B (El Paso Streetcar System Map)?

☒ Yes

☐ No

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, Temporary Traffic Control, is required at time of application submission. Failure to provide a Traffic Control Plan will result in an automatic denial of application.

Does your event include the use of vehicles or parade floats?

☒ Yes

☐ No

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

98 different vehicles of different sizes, such as motorcycles, bikes, regular cars, trucks, trailers, flatbeds.

Vehicle Height*: 14 ft. Vehicle Width: 10 ft. Number of Vehicles: 98

* Vehicle height measured from ground level to top most element of vehicle or float.

Does your event include the use of a stage, tent, canopy, elevated platform, or any temporary structure?

☐ Yes

☒ No

If Yes, provide a description of structure:

Structure Height*: _____ Structure Length: _____ Structure Depth: _____

* Structure height measured from ground level to top most element.

Acknowledgments

I Enrique Valadez (the "Applicant") understand that any encroachment into the Streetcar Operational Right-of-Way will require the use of a Streetcar Flagger, as referenced in Exhibit D, Temporary Traffic Control, for all Moving Special Events. I also understand that an approved Traffic Control Plan (TCP) 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.

E.V. (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. E.V. (initials)

I understand that I must provide insurance as a condition of this permit application in accordance with Exhibit E.

E.V. (initials)

Applicant will coordinate with applicable City Departments, state, or federal agencies to obtain any necessary permits and approvals required for the proposed event 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 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 APPLICANT'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 APPLICANT'S ACTIONS, OMISSIONS, 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.

ACKNOWLEDGMENT: 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.

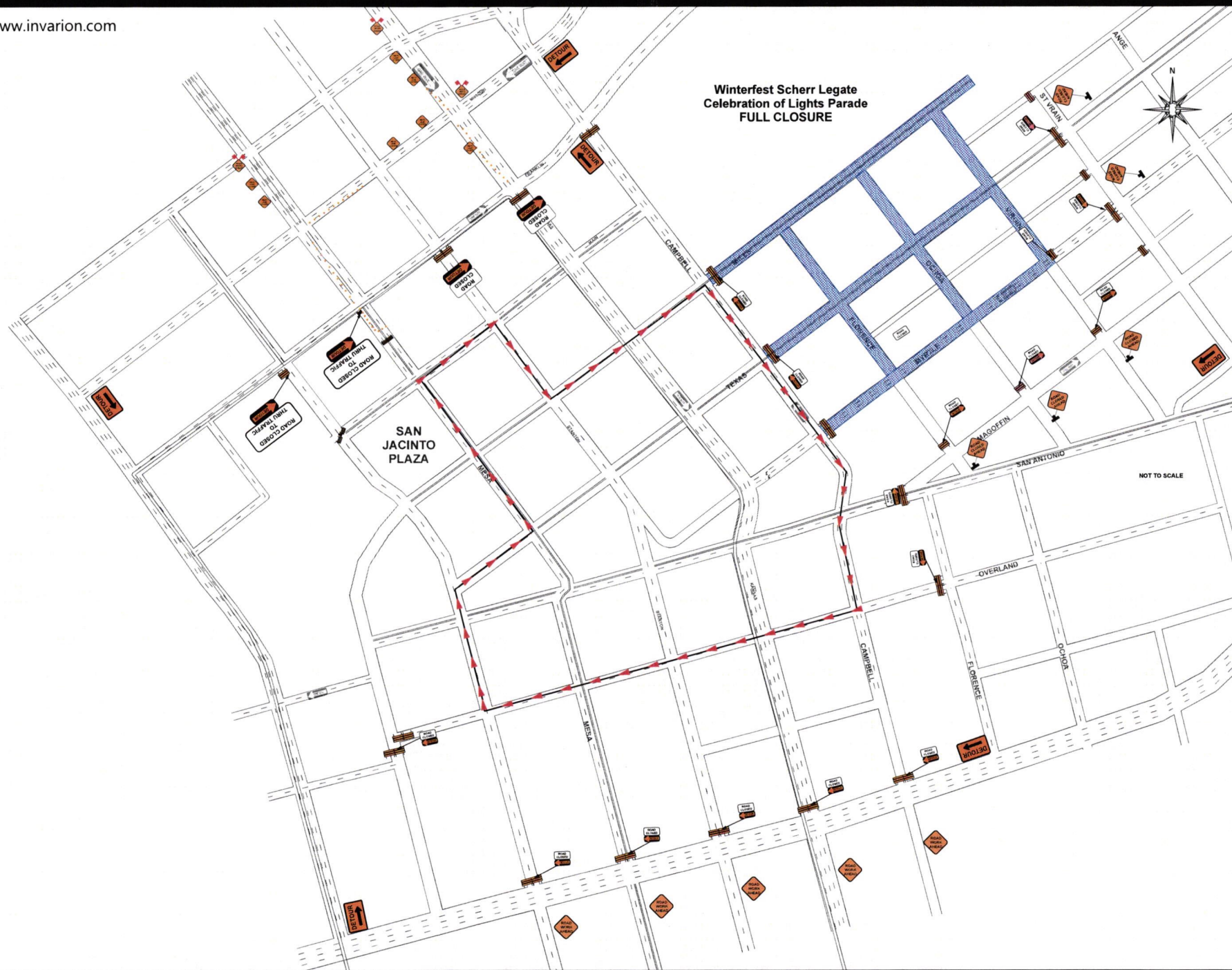
Applicant Name: Enrique Valadez

Applicant Signature: _____

Date: 10/02/2019

Email Completed Applications To: MunozVX@elpasotexas.gov AND VillaMJ@elpasotexas.gov

Winterfest Scherr Legate
Celebration of Lights Parade
FULL CLOSURE



Winterfest Scherr Legate Celebration of Lights Parade STAGING AREA

