

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

**DEPARTMENT:** Planning & Inspections Department

**AGENDA DATE:** Regular Consent: March 17, 2020

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

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL:** 4

**SUBJECT:**

A resolution that the closure of rights-of-way within the City of El Paso for ESD's Earth Day Celebration from 6:00 a.m. to 4:00 p.m. Saturday, April 18, 2020, 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. (SH 20) between Franklin Ave. and Texas Ave. (SH20) 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. (CSEV20-00022)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** ESD's Earth Day Celebration  
**PERMIT CASE NUMBER:** CSEV20-00022  
**EVENT DATE/HOURS:** Saturday, April 18, 2020, at 9:00 a.m. to 2:00 p.m.  
**TRAFFIC CONTROL:** Saturday, April 18, 2020, at 6:00 a.m. to 4:00 p.m.  
**STATE ROW IN USE:** Mesa St. (SH 20) between Franklin Ave. and Texas Ave. (SH20)  
**APPLICANT:** City of El Paso - ESD

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV20-00022) 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. (SH 20) between Franklin Ave. and Texas Ave. (SH20) 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

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**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



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Philip Etiwe  
Director, Planning & Inspections Department

## **RESOLUTION**

**WHEREAS,** ESD's Earth Day Celebration (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 ESD's Earth Day Celebration from 6:00 a.m. to 4:00 p.m. on Saturday, April 18, 2020 (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. (SH 20) between Franklin Ave. and Texas Ave. within El Paso, Texas; and

**WHEREAS,** 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

**WHEREAS,** the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the ESD's Earth Day Celebration from 6:00 a.m. to 4:00 p.m. on Saturday, April 18, 2020, 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. (SH 20) between Franklin Ave. and Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


**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. (SH 20) between Franklin Ave. and Texas Ave., in El Paso, County; and

**WHEREAS**, the local government has requested the temporary closure of Mesa St. (SH 20) between Franklin Ave. and Texas Ave., for the purpose of allowing the ESD's Earth Day Celebration, from 6:00 a.m. on Saturday, April 18, 2020 to 4:00 p.m. on Saturday, April 18, 2020, 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 17<sup>th</sup> day of March, 2020, the El Paso City Council passed a Resolution, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

**A G R E E M E N T**

**Article 1.   CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2.   EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and

stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

### **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

**B.** The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

## **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

## **Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

## **Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

## **Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<b>Local Government:</b>	<b>State:</b>
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell - City 1, 2 <sup>nd</sup> Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

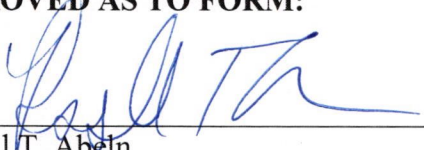
**THE CITY OF EL PASO**

Executed on behalf of the local government by:

\_\_\_\_\_  
Tomás González  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe  
Director  
Planning and Inspections Department

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
Tomas Trevino, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_





EXHIBIT "A"  
City of El Paso  
Special Event Permit  
Special Event

Permit No: **CSEV20-00022**  
Event Name: **ESD'S EARTH DAY CELEBRATION**  
Issued: **2/28/2020**  
Expires: **4/19/2020**

**Applicant**

**ENVIRONMENTAL SERVICES DEPARTMENT**

JESSICA CHRISMAN  
7968 SAN PAULO  
EL PASO, TX 79907

**Description:** Downtown Closure: Mesa Between Texas and Franklin, Main Between Oregon and Stanton. **EPPD:** EPPD has no objection to this event. Alcohol is prohibited. Security as per Parks and Rec. **EPFD:** APPROVE W/ CONDITIONS: 1) Must NOT block any FDC or Standpipe systems to surrounding buildings of event site. 2) Must have a 13'ft separation for every 700sqft of tents used. (7 10x10 tents back to back. 3) Requires 13'ft clearance in street for emergency vehicle access. **STREETS:** No objections to proposed street closures downtown. Note: TCP maybe updated if current road work closures on Mills and Oregon is not finished before 4/18/20. Traffic control signage and devices setup by Apache Barricade. Applicant/event organizer to provide streets cleanup. **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:** Ensure traffic control devices are at least 10 feet away from centerline of streetcar tracks and any other streetcar infrastructure along Oregon and Franklin. **MUSEUMS:** Security should keep people out of the wading pool and off Los Lagartos.

Event Type: Celebration  
Participants/Attendees: 1,500  
Vehicles: 0

Park Use: Yes  
Event Staff/Volunteers: 300  
Animals: No

Amplification: Yes  
Other:

**EVENT**

Start Date: 04/18/2020  
Start Time: 09:00  
End Date: 04/18/2020  
End Time: 14:00

**TRAFFIC CONTROL**

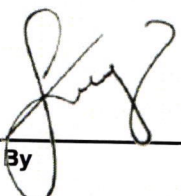
Start Date: 04/18/2020  
Start Time: 06:00  
End Date: 04/18/2020  
Start Date: 16:00

**\*\* 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



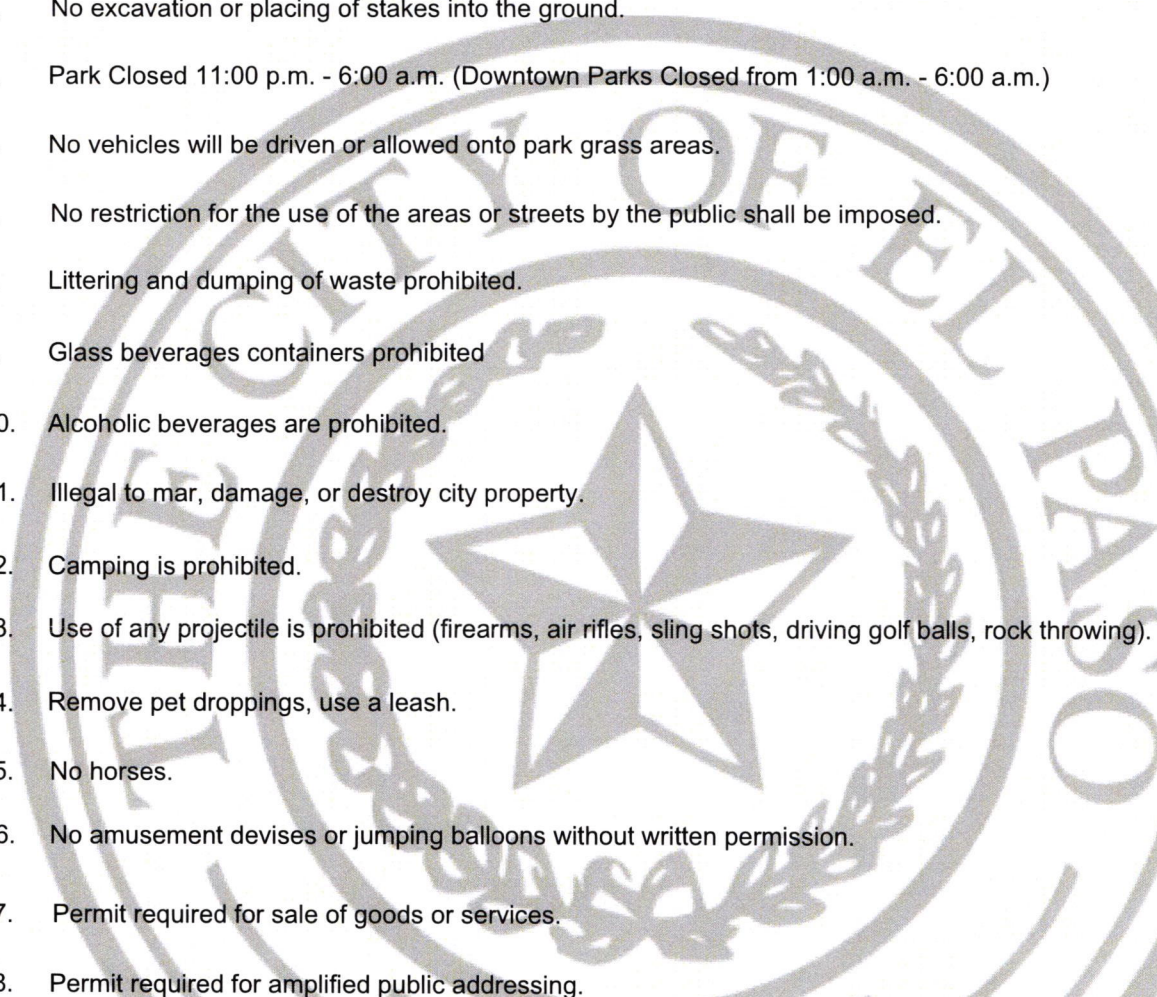
## Temporary Events and Special Event

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.
- 
- The seal of the City of El Paso, Texas, is a large, faint watermark in the background. It is a circular emblem with a five-pointed star in the center. The words "CITY OF EL PASO" are written in a circular path around the star, and "TEXAS" is written at the bottom. The seal is surrounded by a decorative wreath.



City of El Paso  
Streets and Maintenance  
Traffic Control Permit



Site Address: MAIN & MESA, EL PASO, TX 79902

Permit No: **EPTC20-00879**

Issued: **02/28/2020**

Expires: **04/18/2020**

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
JESSICA CHRISMAN 7968 SAN PAULO DR EL PASO, TX 79907	Applicant: 915-212-6046 Barricade: 915-592-6619	APACHE ABRRICADE & SIGN 11560 PELLICANO DR EL PASO, TX 79936

**WORK AUTHORIZED:** DMD / ESD'S EARTH DAY CELEBRATION / COMMUNITY ACTIVITY; STREETS CLOSURES DOWNTOWN, MAIN AND MILLS BETWEEN OREGON & STANTON; MESA BETWEEN MAIN & TEXAS.

**TYPE OF TRAFFIC CONTROL SET UP:** STREET CLOSURES

**Start Date:** 04/18/2020

**Expiration Date:** 04/18/2020

**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



TCP PREPARED BY  
ART SALAZAR

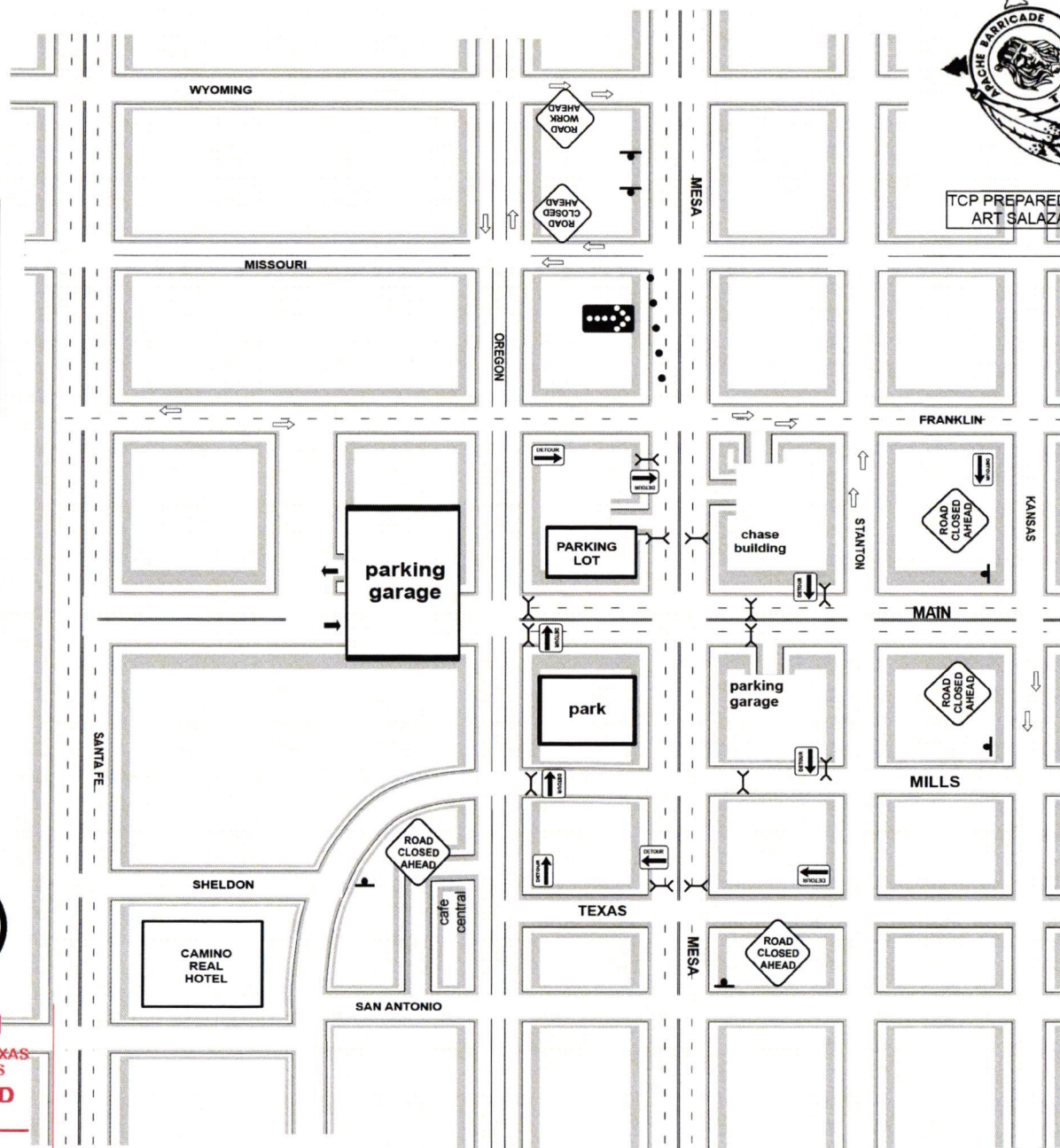


# TRAFFIC CONTROL PLAN

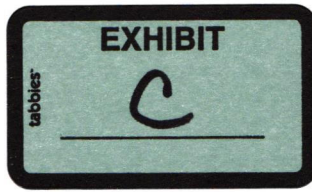
**ONE DAY PERMIT UNLESS NOTED**

**TIME : 6:00 AM- 4:00 PM**

BY: aw DATE: 02/28/2020







## ESD's Earth Day Celebration

Event Name : ESD's Earth Day Celebration

Event Type : Celebration

Event Purpose : Community Activity

No Of Days : 1

Event Start Date : April 18, 2020

Event End Date : April 18, 2020

Event Time :

	Start Time	End Time
Day 1 - April 18, 2020	9:00 AM	2:00 PM

	Date	From	To
Setup	April 18, 2020	6:00 AM	8:59 AM
TearDown	April 18, 2020	2:01 PM	4:00 PM

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

Date	Participants	Spectators	Total
Day 1 - April 18, 2020	300	1500	1800

## Contact Person(s)

Name : Jessica Chrisman

Address : 7968 San Paulo El Paso , Texas, 79907 , USA

Email : [chrismanja@elpasotexas.gov](mailto:chrismanja@elpasotexas.gov)

Mobile : (915) 235-7537

Office Phone : (915) 212-6046

Name : Dora Elkabachi

Address : 7968 San Paulo El Paso , Texas, 79907 , USA

Email : [elkabachidx@elpasotexas.gov](mailto:elkabachidx@elpasotexas.gov)

Mobile : (915) 212-6149

Office Phone :  
Name : Amber Bruner  
Address : 7968 San Paulo El Paso , Texas, 79907 , USA  
Email : brunerab@elpasotexas.gov  
Mobile : (915) 224-5922  
Office Phone : (915) 212-6040

## Park Use

Downtown Parks : San Jacinto Plaza  
Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : Yes  
Will you have any amusement devices? : Yes  
Number of amusement devices? : 3  
Type(s) of amusement devices? : Jumping Balloons  
Other(Obstacle Course , bungee etc) : n/a

## Fire & Public Safety

### Security

Hiring Security Guards : Yes  
Number of Security Guards : 2  
Security Company :  
Company Name : Ruiz Protective Service Inc.  
Contact Person : Robert Contreras  
Address : El Paso, Texas, USA  
Mobile : (214) 357-0820  
Office Phone :  
Email : roberto@ruizservices.com

## Police

Hiring Police Officers : No

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 :

Approximately (70) 10 x 10 canopies using sandbags as weights.

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 :

Generators

What will need electrical power?

We will use the stage electricity as a backup source of power.

Participating businesses open in the conjunction with the event?

n/a

## Traffic Control Information

Company Name : Apache Barricade and Sign

Company Contact Number : 9155926619

Street Closure :

Mills Ave, Main Ave, and Mesa St.

Alley is Affected : No

## Parking Meters

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

Yes

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

No

Start Date : April 17, 2020

End Date : April 18, 2020

## Animals

Type(s) of Animals : Animal Services will have their adoption van. Dogs will be on leashes at all times.

Animal usage during the event : Participants can adopt dogs from the mobile adoption van.

On-site housing provided : Yes

Describe Housing : Adoption van

## Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
1	6	2	0

Purpose of Amplification : Ambience

Location description of amplification devices : Amplification devices will be used for the stage are only.

## 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 :    6

Number of beverage location :    1

Event feature merchandise vendors :    Yes

## Event Clean Up

Cleanup plan : ESD's Clean El Paso division will assist with cleanup, which includes breaking down canopies, chairs, and collection of trash.

Name of the Organization responsible for cleanup :      Clean El Paso

Contact Number : 9155398613

Contact Number : Dlanan Anaya

Email : AnayaDX@elpasotexas.gov

## Internet Access

Is Wireles Internet access needed?    Yes

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 : Jessica Chrisman

Applicant E-Signature : JAC

Sign Date : 2020-02-13

FOOD TRUCK	CONTACT NAME	PHONE NUMBER	EMAIL	NOTES	Electricity
La Ruda Food	Miriam Corra	(915) 317-23	<a href="mailto:larudafoods@gmail.com">larudafoods@gmail.com</a>	vegan chilaquiles	10 x 10 tent with cart
La Salvadore	Pablo Rivera	(915) 999-35	<a href="mailto:Fuentesrivera@gmail.com">Fuentesrivera@gmail.com</a>		13 x 18
Gumballs	Sir Michaela Hol	(915) 227-74	<a href="mailto:mikiholmes@gmail.com">mikiholmes@gmail.com</a>		8 x 24
Ely's	Virginia Herr	(915) 494-76	<a href="mailto:elysmobilefood@gmail.com">elysmobilefood@gmail.com</a>	turkey legs, brats, ham/hot, nachos, corn	
El Doggy Kitchen	Ivan Sanchez	(915) 526-14	<a href="mailto:eldoggykitchen@gmail.com">eldoggykitchen@gmail.com</a>	tacos, doritos, nachos, ham/hot, corn	30 x 9
That Roll	Thi Anahi Davis	(915) 255-19	<a href="mailto:ac5anahi@gmail.com">ac5anahi@gmail.com</a>	rolled ice cream	7 x 13

under

n 9 x 20



## Human Resources

February 18, 2019

**Mayor**  
Dee Margo

### City Council

*District 1*  
Peter Svarzbein

*District 2*  
Alexsandra Annello

*District 3*  
Cassandra Hernandez

*District 4*  
Dr. Sam Morgan

*District 5*  
Isabel Salcido

*District 6*  
Claudia Ordaz Perez

*District 7*  
Henry Rivera

*District 8*  
Cissy Lizarraga

**City Manager**  
Tommy Gonzalez

TXDOT  
13301 Gateway Blvd W  
El Paso, TX 79928

Re: Evidence of Self- Insurance  
Earth Day

The purpose of this letter is to verify that the City of El Paso is a governmental entity as that term is defined in the Texas Tort Claims Act and as such operates under a policy of self-insurance. In addition, the City is self-insured for Workers' Compensation through Third Party Administrator, Claims Administrative Services, Inc. and is in full compliance with the Texas Workers' Compensation Act.

If you have any questions, you may contact Human Resources, Risk Management at (915) 212-1275.

Sincerely,

A handwritten signature in black ink, appearing to read "Colin Williams", is written over the word "Sincerely,".

Colin B. Williams  
Risk Manager  
City of El Paso  
(915) 212-1280

Linda Ball Thomas, IPMA-SCP, PHR, SHRM-SCP – Human Resources Director  
City # 1 | 300 N. Campbell | El Paso, Texas 79901 | (915) 212-0045

*"Delivering Outstanding Services"*

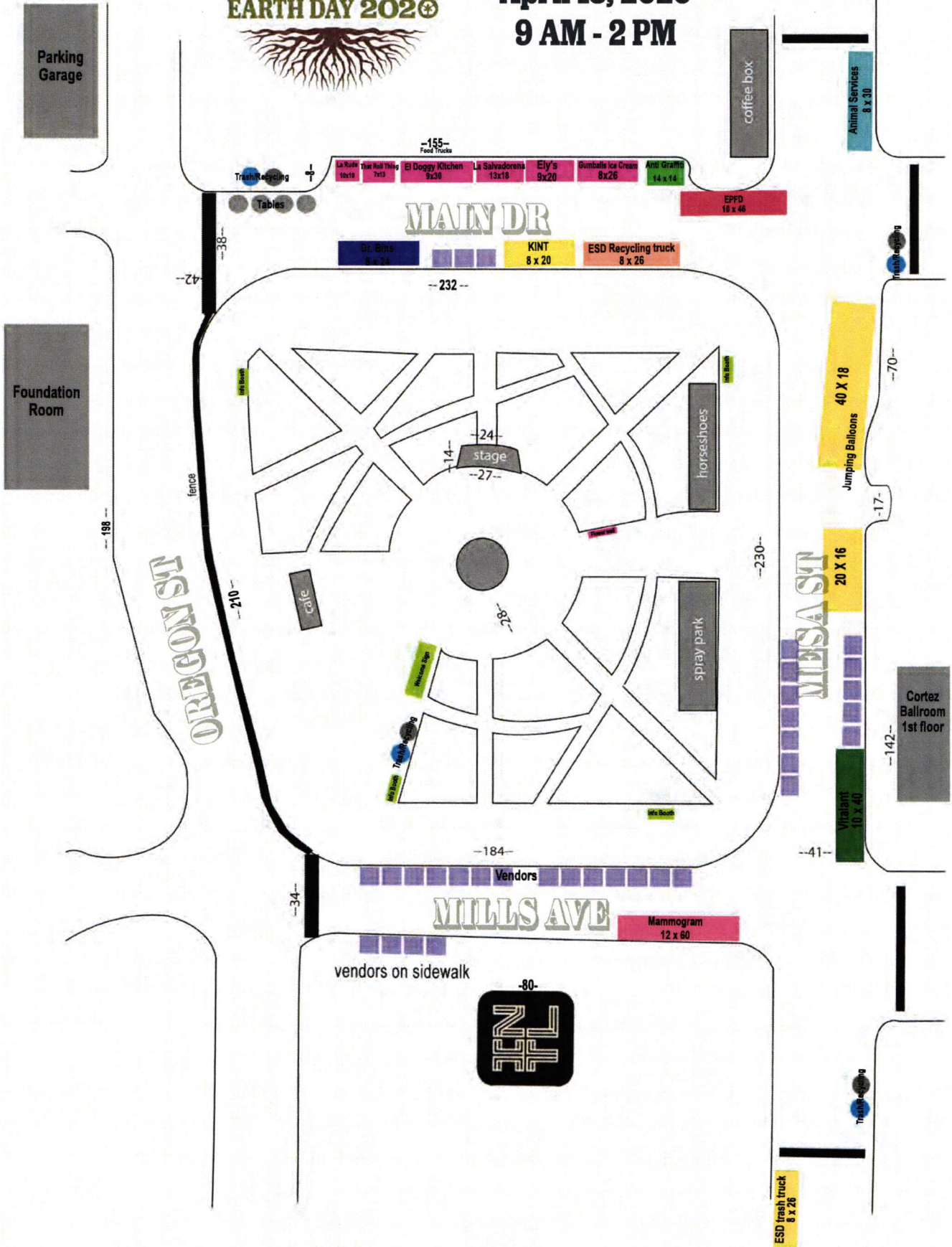




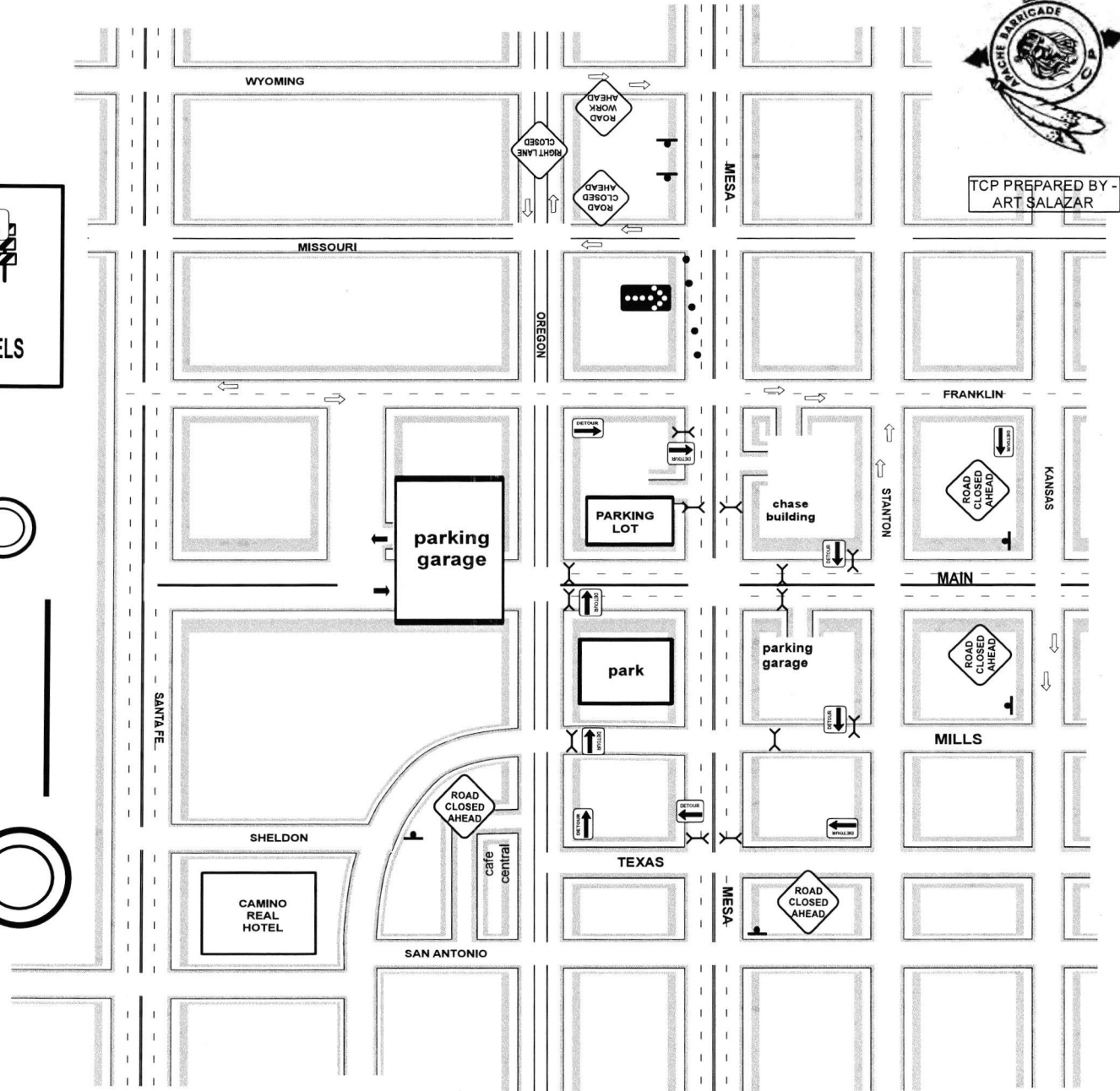
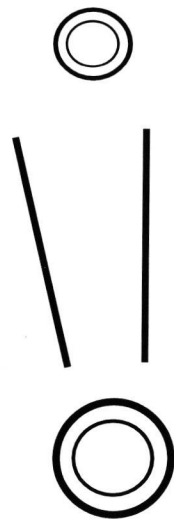
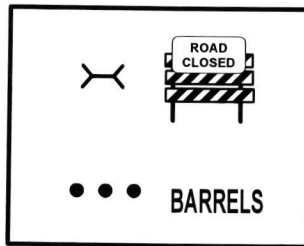


# San Jacinto Site Map

April 18, 2020  
9 AM - 2 PM



## LEGEND



TCP PREPARED BY -  
ART SALAZAR





# City of El Paso Planning and Inspections Meter Rental Permit

Site Address:

MAIN, EL PASO, TX

Permit No:

BROW19-00142

Issued:

04/08/2019

Expires:

04/22/2019

**Contractor**

JESSICA CHRISMON  
915-235-7535

**Work Authorized:**

START DATE: APRIL 19, 2019  
END DATE: APRIL 22, 2019

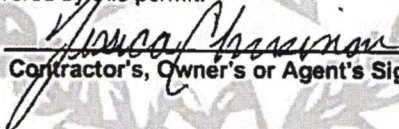
**Meter No.**

EMA103  
EMA107  
EMA111

EMA105  
EMA109  
EMA113

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

1. This permit is issued in accordance with the provisions of Chapter 18.02 of the Municipal Code and the applicant, in accepting it, obligates himself to comply fully with all the provisions of the Municipal Code and other applicable codes and ordinances insofar as they affect this permit including, but not limited to, calling for all required inspections.
2. This building permit, 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.

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

Rachel Vargas  
Issued By

### Public Safety Plan

- A safety tent complete with first aid supplies will be available to all event attendees.
- During set up and take down, volunteers will escort vendors to their reserved vendor space.
- Three bathroom locations are available to attendees.
- Because Oregon will remain open, a fence will be set up to prevent attendees from crossing the street in non cross walk sections.

VENDOR	CONTACT NAME	PHONE NUMBER
Top Golf	Samuel Hors	(915) 283-3354
EP Electric	Karmen May	(915) 487-1823
Experimenta	Carlos Rodrig	915-926-0114
Paparrazi	Sharday Dorr	(915) 401-0541
Doterra Esse	Marianne Ay	915-920-8060
KINT98.com	Jess Korrea	(915) 494-8977
Vegetarian S	Liz Walsh	(915) 877-3030
Scentsy	Morgan Tirre	(915) 319-8206
Visit El Paso	Nora Ochoa	(915) 534-0645
Dash n Thing	Sarah Dashe	(303) 829-2414
Sunpro Solar	Ruth Damare	(985) 630-8328
Caring Partn	Fabiola Saav	(915) 444-8621
Angelica's H	Angelica Lim	(915) 471-4190
Master Gard	Denise Rodri	(915) 227-8122
Desert Sun C	Abrey Ramir	(915) 838-1500
El Paso Loco	Taylor Miller	(915) 475-2279
It Works!	Lauren Rosal	(210) 975-4088
Tupperware	Rosie Rosale	(210) 535-2392
Julianna's Ha	Stefani Angu	(915) 471-8800
Dat Seed	Linda Henry	(915) 253-2208
El Paso Gem	Valerie Prove	(915)-212-6020
Fictioneers o	Elsie Hayden	(915) 526-0362
Bowie High	Donna Gray	(915) 244-4430
ESC Region 1	Sandra Gasp	(915) 790-4654
Commute wi	Jennifer Jenr	(915) 351-4024
Savers-Mesa	Corinthia Fra	(915) 422-0545
Savers-Zarag	Dom Valdesp	(915) 849-1936/(915) 667-0175
Costco	Gabe Padilla	(915) 774-5245
Vitalant	Yvonne Solis	(915) 820-3190
Jam Stop	Melissa Fran	(915) 252-8499
Smile Magic	Topacio Andi	(915) 790-7051
Harmony	Osman Gule	(225) 252-7732
Vibe Solar	Alan Truex	(407) 492-6052
Dr. Bins	Mario Reyes	(915) 300-8481
Desert Imagi	Mirna Salina	(915) 227-0530
Hueco Tanks	Nicole Roque	(915) 857-1135 x 221
Stretch Zone	Lisa Walsh	(915) 252-1093
Laz Calacaz /	Zuleiva Salin	(915) 926-9951
West Texas I	Emilio Saenz	(915) 534-3802
Calvo Creati	April Calvo	(915) 549-5111
Jason's Deli	Fern/Tasha F	(915) 532-6200
El Paso Muse	Alicia Rascor	(915) 212-0321
Touch of Col	Ivonne Arzap	(915) 790-6118
Starbucks	Alejandro Oli	(915) 791-2075

H&M Rebecca Rod 251-1654  
El Dorado - Il Candace Prin 731-6271

**CITY DEPART CONTACT NA PHONE NUMBER**

Animal Servi Valerie Ferm (915) 820-9038  
Depart. Of H Sara Sauced (915) 212-6532  
Emergency P Tiffany Butle (915) 212-6642  
Anti Graffiti Fred Pacheco (915)240-3221/(915)472-3913  
TB Clinic Mayra Olave (915) 212-6544  
Medicaid W Laura Perez (915) 212-6730  
Public Librari Lisa Martine: (915) 212-3203  
Municipal Co Stephanie Ca (915) 212-5807/ 212-5828  
Tech H2O Dawn Walke (915) 621-2002  
County Parks Tessa Jimenez (915) 771-2380/ (915) 401-5340  
EPFD Capt. Sara Ca (915) 240-0140  
City Park & R Crystal Salcido  
Community & Oliva Moltah 212-1680/314-8785  
Recycling Amy/Eddie G/Raeann/Oscar  
Collections Hector/  
Air Quality Valerie/Rose/Norma  
Clean EP Corina/Melissa  
Landfill Alejandra/Betty  
Vector Harold/Christian  
Code Enforce Alex/Alex  
Museum of I Alicia Rascor 212-0321