

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

**DEPARTMENT:** Planning & Inspections Department

**AGENDA DATE:** Regular Consent: April 16, 2019

**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

**SUBJECT:**

A resolution that the closure of rights-of-way within the City of El Paso for the Dia de Los Niños from 2:00 p.m. on Friday, April 26, 2019, to 11:59 p.m. on Saturday, April 27, 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. (SH 20) between Franklin and Texas Ave. (SH 20) 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. (CSEV19-00036)

**BACKGROUND / DISCUSSION:**

EVENT NAME: Dia de Los Niños  
PERMIT CASE NUMBER: CSEV19-00036  
EVENT DATE/HOURS: Friday, April 26, 2019, from 10:01 a.m. to Saturday, April 27, 2019, 1:00 a.m. and Saturday, April 27, 2019, 11:00 a.m. to 4:00 p.m..  
TRAFFIC CONTROL: Friday, April 26, 2019, from 2:00 p.m. to 11:59 p.m. on Saturday, April 27, 2019  
STATE ROW IN USE: Mesa St. (SH 20) between Franklin and Texas Ave. (SH 20)  
APPLICANT: City of El Paso – Parks & Recreation

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV19-00036) 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 and Texas Ave. (SH 20) 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  
Issued Permit  
Event Traffic Control Plan  
Event Application

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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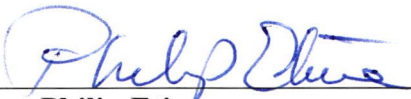
**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



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**Philip Etiwe**  
**Director, Planning & Inspections Department**

## RESOLUTION

**WHEREAS,** City of El Paso Parks & Recreation (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 Dia de Los Niños from 2:00 p.m. on Friday, April 26, 2019, to 11:59 p.m. on Saturday, April 27, 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. (SH 20) between Franklin and Texas Ave. (SH 20) 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 Dia de Los Niños from 2:00 p.m. on Friday, April 26, 2019, to 11:59 p.m. on Saturday, April 27, 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 including Mesa St. (SH 20) between Franklin and Texas Ave. (SH 20) 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.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Dee Margo  
Mayor

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Philip F. Etive, Director  
Planning & Inspections Department





STATE OF TEXAS           §       **AGREEMENT FOR THE TEMPORARY CLOSURE**  
                                  §       **OF STATE RIGHT OF WAY**  
COUNTY OF EL PASO   §

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

**WHEREAS**, the local government has requested the temporary closure of Mesa St. (SH 20) between Franklin and Texas Ave. (SH 20), for the purpose of allowing Dia de Los Niños, from 2:00 p.m. on Friday, April 26, 2019, to 11:59 p.m. on Saturday, April 27, 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 16<sup>th</sup> day of April, 2019, the El Paso City Council passed a Resolution, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

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

**Article 1.   CONTRACT PERIOD**

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



## **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as "Exhibit C," and incorporated as if fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as

set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

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

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

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

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

#### **Article 8. INSURANCE**

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

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

#### **Article 9. AMENDMENTS**

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

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

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

#### **Article 11. LEGAL CONSTRUCTION**

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



## Article 12. NOTICES

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

Local Government:	State:
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 <sup>nd</sup> Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Robert Bielek, 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.

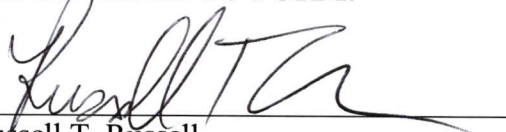
### THE CITY OF EL PASO

Executed on behalf of the local government by:

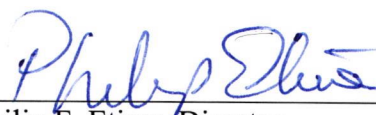
\_\_\_\_\_  
Tomás González  
City Manager

Date \_\_\_\_\_

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & 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 \_\_\_\_\_  
Robert Bielek, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_

(EXHIBITS ON THE FOLLOWING PAGES)



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

*El Paso*

Permit No: **CSEV19-00036**  
Event Name: **DIA DE LOS NINOS**  
Issued: **4/5/2019**  
Expires: **4/28/2019**

**Applicant**

CITY OF EL PASO - PARKS & RECREATION  
ENRIQUE VALADEZ  
801 TEXAS  
EL PASO, TX 79901

**Description:** DOWNTOWN STREET CLOSURE EVENT - MESA, MAIN, MILLS, OREGON. **EPPD:** El Paso Police Department has no objection to this event. **EPFD:** Requires tent permit due to size of 40x40 canopy. Event will not block ANY FDC systems in the surrounding buildings of the San Jacinto area. 13'ft wide clearance will be required in all street areas for access and egress of emergency vehicles. **STREETS:** No objections to proposed street closures. Traffic control signage, devices, barricades setup by Traffic Control Specialists. **SUN METRO:** Will detour 4 bus routes. **PARKS:** Special instructions for use of park plaza is listed within Park permit #53247. Permittee shall adhere to park rules, policies and City ordinances.

Event Type: Street Festival

Park Use: No

Amplification: Yes

Participants/Attendees: 1,000

Event Staff/Volunteers: 100

Vehicles: 20

Animals: No

Other:

**EVENT**

Start Date: 04/27/2019

Start Time: 11:00

End Date: 04/27/2019

End Time: 16:00

**TRAFFIC CONTROL**

Start Date: 04/26/2019

Start Time: 14:00

End Date: 04/27/2019

Start Date: 23:59

**\*\* 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).





# City of El Paso

## Streets and Maintenance

### Traffic Control Permit



Site Address:

MAIN & OREGON, EL PASO, TX 79901

Permit No:

EPTC19-01640

Issued:

04/02/2019

Expires:

04/27/2019

Applicant	Phone Number	Barricade Company
ENRIQUE VALADEZ 801 TEXAS EL PASO, TX 79901	Applicant: 915-328-2897 Barricade: 915-921-0300	TRAFFIC CONTROL SPECIALIST 3120 TRAWOOD DR SUITE F EL PASO, TEXAS 79936

**WORK AUTHORIZED:** DMD / CSEV19-00036, COEP PARKS AND RECREATION / DIA DE LOS NINOS STREET FESTIVAL @ SAN JACINTO PLAZA; STREET CLOSURES ON OREGON/MESA BETWEEN FRANKLIN & TEXAS, STREET CLOSURES O MAIN/MILLS BETWEEN OREGON & STANTON,  
NOTE: PROVIDE ACCESS TO CHASE BANK BUILDING GARAGE AT ALL TIMES.

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

**Start Date:** 04/26/2019

**Expiration Date:** 04/27/2019

**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

Date: 03/07/19 Author: TCS Project: 2019 Dia De Los Niños

Comments:  
April 27 2019



EPTC19-01640

# TRAFFIC CONTROL PLAN

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

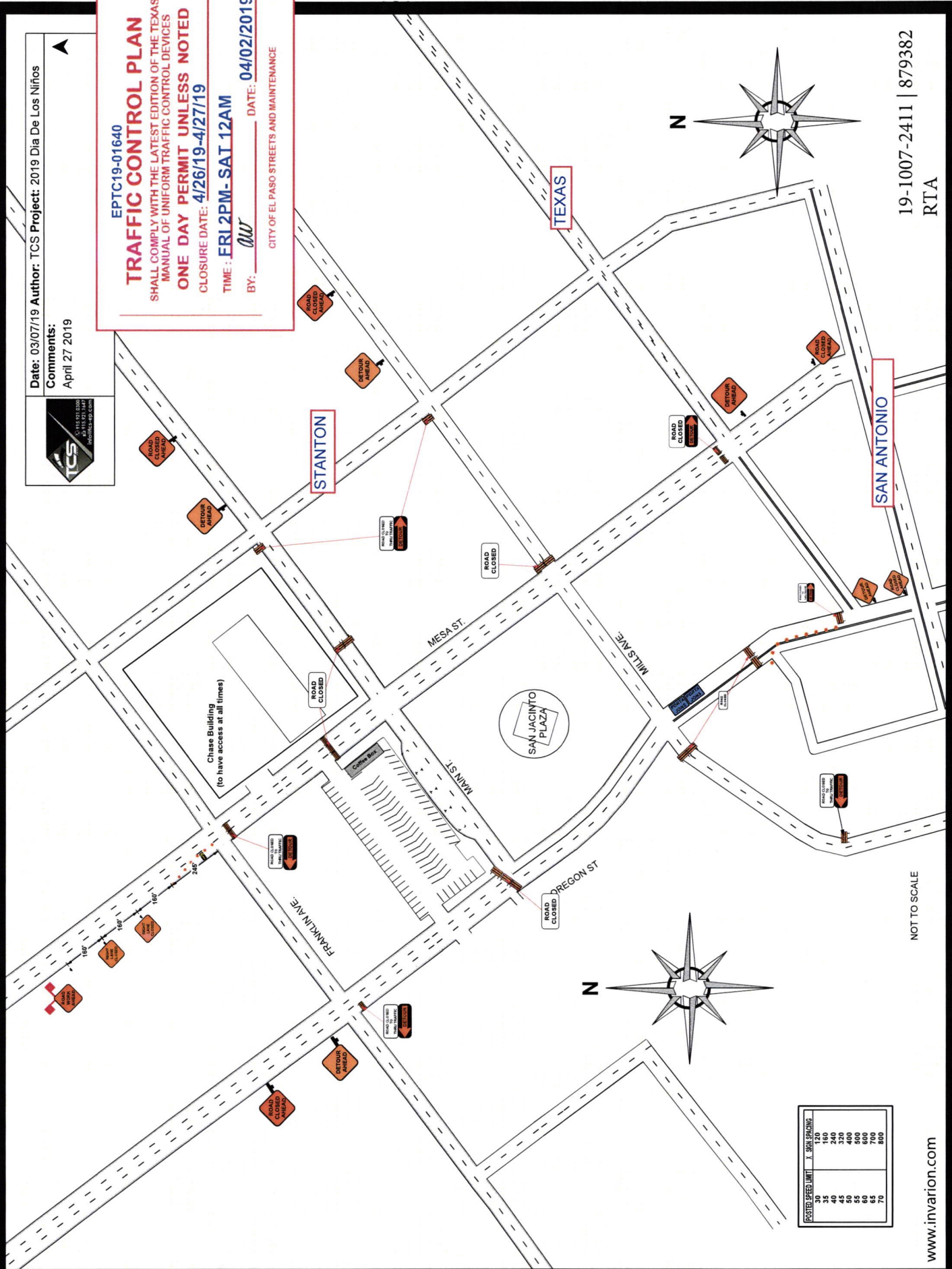
ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 4/26/19-4/27/19

TIME: FRI 2PM-SAT 12AM

BY: QU DATE: 04/02/2019

CITY OF EL PASO STREETS AND MAINTENANCE



19-1007-2411 | 879382  
RTA

NOT TO SCALE

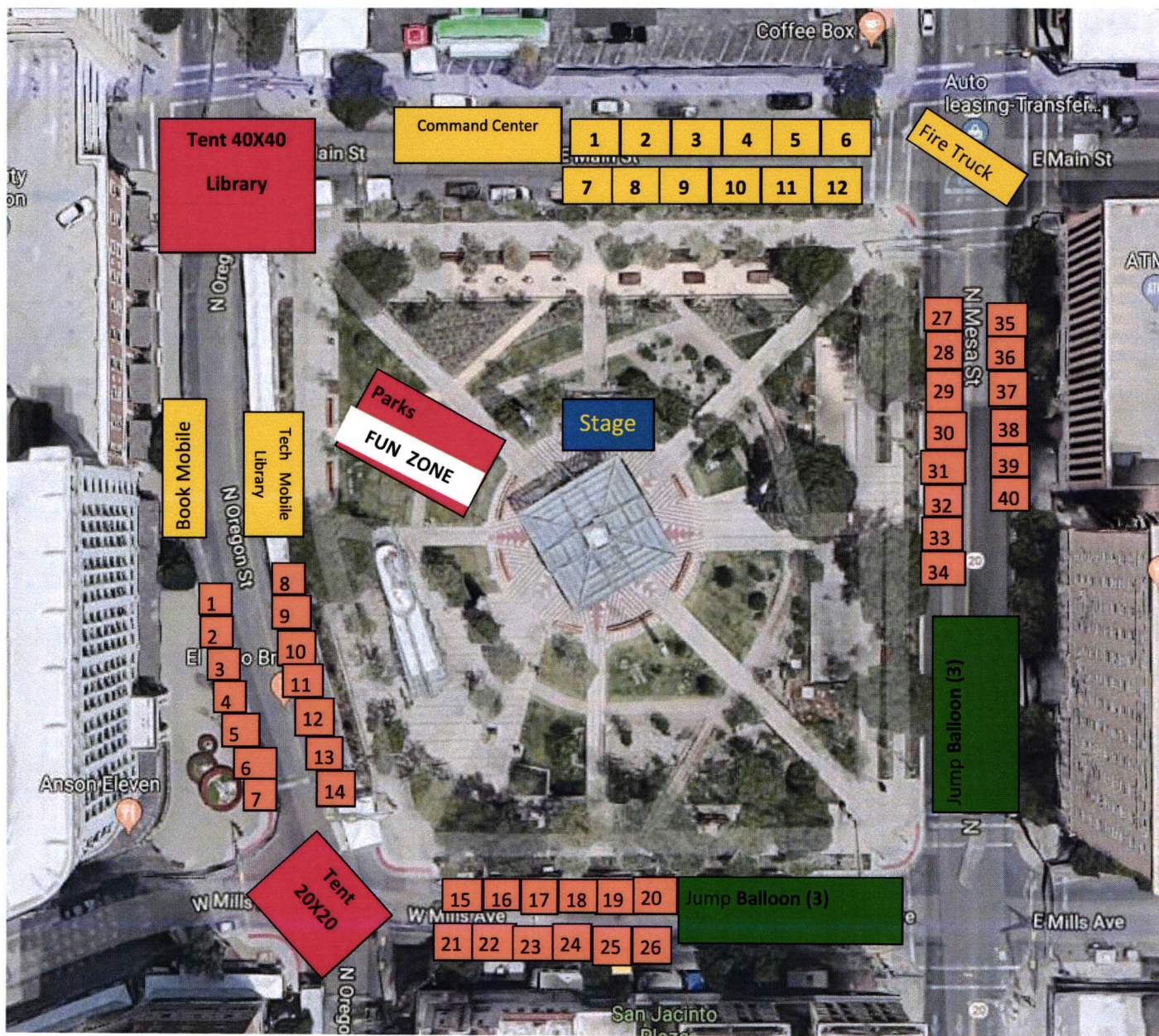
POSTED SPEED LIMIT	MIN. SPACING
30	160
35	160
40	240
45	320
50	400
55	480
60	560
65	640
70	800



# DIA DE LOS NINOS

## SATURDAY, APRIL 27, 2019

### SAN JACINTO PLAZA 11AM-4PM



RESTROOMS

TO BE PLACED ON OREGON ST ALONG SIDEWALK ON OVERPASS OF  
TRAIN TUNNEL

1

FOOD VENDOR

1

GENERAL VENDOR



# EXHIBIT "C"

## Dia de Los Ninos

**Event Name :** Dia de Los Ninos

**Event Type :** Street Festival

**Event Purpose :** Community Activity

**No Of Days :** 2

**Event Start Date :** April 26, 2019

**Event End Date :** April 27, 2019

**Event Time :**

	Start Time	End Time
Day 1 - April 26, 2019	10:01 PM	1:00 AM (Next day)
Day 2 - April 27, 2019	11:00 AM	4:00 PM

	Date	From	To
Setup	April 26, 2019	2:00 PM	10:00 PM
TearDown	April 27, 2019	5:00 PM	11:59 PM

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

Date	Participants	Spectators	Total
Day 1 - April 26, 2019	100	0	100
Day 2 - April 27, 2019	500	1000	1500

## Contact Person(s)

**Name :** Enrique Valadez

**Address :** 801 Texas El Paso , Texas, 79901 , USA

**Email :** valadezex@elpasotexas.gov

**Mobile :** 9153282897

**Office Phone :** 915-212-1731

## Park Use

**Downtown Parks :** San Jacinto Plaza

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

**Will you have any amusement devices? :** Yes

**Number of amusement devices? :** 6

**Type(s) of amusement devices? :** Jumping ballons, will be placed on street

**Other(Obstacle Course , bungee etc) :**

## Fire & Public Safety

### Security

**Hiring Security Guards :** Yes

**Number of Security Guards :** 4

**Security Company :**

**Company Name :** Sun City Security

**Contact Person :** Samantha Foley

**Address :** 8888 Dyer St #410 El Paso, Texas, 79904 United States

**Mobile :** 9157516811

**Office Phone :**

**Email :** sog@suncitysecurity.com

### Police

**Hiring Police Officers :** No

**Will you be erecting temporary fences or barriers? :** No

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

**Size and quantity of temporary structures :**

1-40'X40' tent, 2-20x20 tents, 10'X10 tents by vendors

**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?**

food vendors, entertainment stage

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

## **Traffic Control Information**

**Company Name :** Apace Barriacade and Sign

**Company Contact Number :** 9155926619

**Street Clousre :**

Mesa from Main to Mills, Mills from Mesa to Oregon, Oregon from Mills to Main, Main from Mesa to Oregon

**Alley is Affected :** No

## **Parking Meters**

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

No

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

No

## **Animals**

**No animal featured in this event**

## Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
10	6	2	6

**Purpose of Amplification :** Provide Services

**Location description of amplification devices :** stage of San Jacinto Plaza

## Alcohol Use

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

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

**Will alchoholic 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 :** 12

**Number of beverage location :** 12

**Event feature merchandise vendors :** Yes

## Event Clean Up

**Cleanup plan :** DMD will be hired for clean up, staff also on site for clean up before, during, and after event.

**Name of the Organization responsible for cleanup :** DMD

**Contact Number :** 9154002294

**Contact Number :** Frank Hernandez

**Email :** fhernandez@elpasodmd.org

## **Internet Access**

**Is Wireles Internet access needed? No**

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

## **Uploaded files**

**Site plan : submitted**

**Certificate of insurance documents : submitted**

**Signed notice of proposed closure form : submitted**

**Public Safety Plan : submitted**

**Traffic control plan : submitted**

**Food vendor's name & Contact : submitted**

**Merchandise name and contact : submitted**

**Applicant Name : Serjio Gonzales**

**Applicant E-Signature : SG**

**Sign Date : 2019-02-06**