

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

DEPARTMENT: Development Services Department\Planning Division

AGENDA DATE: Introduction 01-30-07; Public Hearing 02-13-07

CONTACT PERSON/PHONE: Esther Guerrero, Planner – 541-4720

DISTRICT(S) AFFECTED: #1

SUBJECT:

An Ordinance granting a Special Privilege to the Kern Place Merchants Association to temporarily close portions of Cincinnati Avenue and Baltimore Avenue from February 20, 2007 through February 21, 2007 for a "Bourbon Street on Cincinnati Street Festival". (Fee: \$137.50, SPL06-00023, **District 1**)

BACKGROUND / DISCUSSION:

See attached information.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

On January 10, 2007 the Development Coordinating Committee unanimously recommended approval.

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Kelly Carpenter

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

CITY CLERK DEPT.
07 JAN 22 PM 5:14

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO THE KERN PLACE MERCHANTS ASSOCIATION TO TEMPORARILY CLOSE PORTIONS OF CINCINNATI AVENUE AND BALTIMORE AVENUE FROM FEBRUARY 20, 2007 THROUGH FEBRUARY 21, 2007 FOR A "BOURBON STREET ON CINCINNATI STREET FESTIVAL".

WHEREAS, THE KERN PLACE MERCHANTS ASSOCIATION (hereinafter referred to as "Grantee") is sponsoring the "Bourbon Street on Cincinnati Street Festival" (hereinafter referred to as "Event"), on Tuesday, February 20, 2007, and Wednesday, February 21, 2007; and

WHEREAS, the Grantee is requesting the use and closure of portions of public rights-of-way from 10:00 a.m. on Tuesday, February 20, 2007, to 3:00 a.m. on Wednesday, February 21, 2007, in conjunction with the proposed Event;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Grantee is hereby granted a Special Privilege to temporarily close portions of the following public rights-of-way as shown within the attached and incorporated Exhibit "A" and hereinafter referred to as "Premises":

Cincinnati Avenue between Mesa Street and Stanton Street; and Baltimore Avenue between Mesa Street and Stanton Street:

for the Event from 10:00 a.m. on Tuesday, February 20, 2007 to 3:00 a.m. on Wednesday, February 21, 2007.

The grant of this Special Privilege is subject to the following conditions:

1. Grantee shall pay for all costs associated with the temporary closing of the Premises. The Premises shall be temporarily closed using the materials and methods approved by the City Engineering Department-Traffic Division as outlined in Paragraph 2 of this Special Privilege.
2. Grantee shall submit a detailed traffic control plan to the City Engineering Department-Traffic Division. Grantee shall submit copies of the approved detailed traffic control plan to the City Departments of Police, Fire, and Sun Metro no later than February 9, 2007. Failure to submit, obtain the approval, and distribute the approved

detailed traffic control plan as herein provided shall result in an automatic termination of this Special Privilege. Grantee shall coordinate the temporary street closure with all appropriate City and State Departments to ensure that no problems exist with the temporary street closure and any street construction activity.

3. Grantee shall keep open a twenty (20) foot wide traffic lane for emergency vehicle access on all temporarily closed streets. Grantee acknowledges that the temporarily closed Premises must be opened for use by emergency vehicles upon demand by the City Departments of Police and Fire personnel. Grantee shall ensure that no structures shall be placed within fifteen (15) feet of any fire hydrant, nor directly over any water valve or sanitary sewer manhole in the Premises. In addition, should the City of El Paso for any reason decide that portions of the Premises that have been temporarily closed must be reopened, the Grantee, at no cost to the City, shall immediately after notice from the City Engineering Department-Traffic Division, reopen for public use the temporarily closed Premises.

4. Grantee shall be permitted to use the Premises for the Event purposes, including but not limited to all of the following: food and retail vending, entertainment staging, booths, event displays, public gathering areas (table and seating), and other festival-related activities.

5. Grantee shall not use any portions of other City public rights-of-way or City-owned property, without the express written consent of the City.

6. The City assumes no responsibility for maintenance of the Premises during the temporary closing by the Grantee.

7. The Premises shall be used by the Grantee solely for the Event purposes.

8. As an express condition of this Special Privilege, Grantee shall meet and coordinate emergency access for the Event, including but not limited to, first-aid stations, emergency response, and manned security, with the City Departments of Fire and Police.

In addition, Grantee shall complete all of the following:

a. Provide on or before January 31, 2007, satisfactory written proof to the City Development Services Department that the property owners and tenants within and adjacent to the Premises have no adverse objections to the temporary closing;

07 JAN 22 PM 3:24

CITY CLERK DEPT.

b. Obtain any permission, permit, license or lease to utilize any portion of City facilities used in connection with the Event prior to the use of the Premises;

c. Coordinate with any applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the Event or proposed use of the Premises, including but not limited to, sound amplification and the sale of alcoholic beverages;

d. Provide sufficient refuse containers within the Premises for the litter generated by participants and patrons of the Event. After the Event has ended, Grantee, at no cost to the City, shall clean up all litter and debris within the Premises, leaving the public rights-of-way in a clean and orderly condition;

e. No equipment, tables, booths, electrical lines, or other structures shall be placed within fifteen (15) feet of any connections to sprinkler systems and water hydrants and water valves and sanitary sewer manholes on or near the Premises; and

f. No equipment, tables, booths, electrical lines, or other structures shall be placed in such a manner that access is obstructed to any entrance or exit of any adjacent business.

9. The Grantee assumes full responsibility for the planning, coordination, management and production of the Event. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and the Grantee, and the Grantee shall be deemed at all times to be an independent contractor. The grant of this Special Privilege shall in no way be construed as co-sponsorship of the Event.

10. Grantee expressly agrees that should any improvements, within the Premises, including but not limited to landscape planters, plants, street paving, or traffic identification signs and devices, be destroyed or damaged during the Event, Grantee shall replace or repair such improvements at Grantee's sole expense, and at no cost to the City.

11. As consideration for this Special Privilege, Grantee shall pay to the City the total sum of One Hundred Thirty Seven and 50/100th Dollars (\$137.50) for closure of the public rights-of-way, which shall be due prior to the execution of this Special Privilege by the El Paso City Council. The advance payment shall be delivered to the office of the

Development Services Department for remittance to the office of the City Comptroller. If the Special Privilege is disapproved by the City Council, the office of the City Comptroller shall make a full refund of the payment within fifteen (15) days of the denial action.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable ordinances and regulations.

12. Upon termination of this Special Privilege, the grant hereof shall cease, any property of the Grantee situated upon the Premises shall be removed by the Grantee without cost or expense to the City, and the Premises shall be restored to its original condition.

13. Grantee agrees to indemnify and hold the City harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted, occasioned by or in connection with the temporary closing of the Premises by Grantee, its agents, servants or employees or any organizations contracted by the Grantee either while the Event is in progress or as the result of the temporary closing of the Premises.

Grantee shall, prior to execution of this Special Privilege by the El Paso City Council, provide public liability insurance for personal injuries and death growing out of any one (1) accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) per person, and Five Hundred Thousand and No/100ths Dollars (\$500,000.00) for two (2) or more persons in any one (1) accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100ths Dollars (\$100,000.00) for property damage growing out of any one (1) accident or other cause. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. All policies shall name the City of El Paso, its officers, agents, servants and employees as additional insureds. Grantee shall file a copy of the policy or certificate of insurance with the City Clerk, the Development Services Department and the City Attorney prior to City Council enactment of the Special Privilege.

14. This Special Privilege is subject to the governmental powers of the City.

15. This Special Privilege shall not take effect unless Grantee files its written acceptance with the City Clerk. If Grantee accepts the terms and conditions of this Special Privilege as a corporation, each of the persons accepting on behalf of Grantee warrants to City that Grantee is a duly authorized and existing corporation, that Grantee is qualified to do business in the State of Texas, that Grantee has full right and authority to accept the terms and conditions of this Special Privilege and that each and every person signing on behalf of Grantee is authorized to do so. Upon the City's request, Grantee shall provide evidence satisfactory to the City confirming these representations.

PASSED AND APPROVED this ____ day of _____, 2007.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Kelly Carpenter

Kelly Carpenter, AICP, Deputy
Director, Planning

GENERAL INFORMATION:

SUBJECT: Special Privilege SPL06-00023

This Special Privilege will permit the temporary closure of portions of public right-of-way on Cincinnati Avenue from Mesa Street to Stanton Street; and Baltimore Avenue from Mesa Street to Stanton Street for an event being held on February 20, 2007 through February 21, 2007.

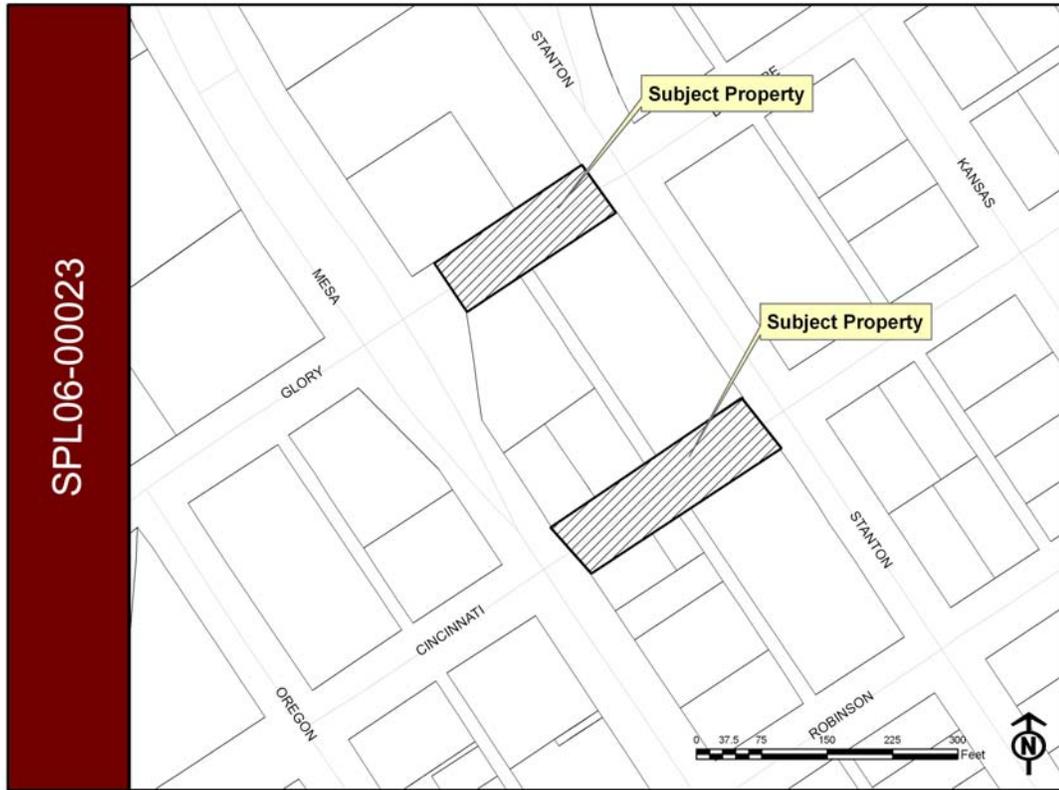
Street closure will be from 10:00 a.m. on Tuesday, February 20, 2007 to 3:00 a.m. on Wednesday, February 21, 2007.

The streets will be closed off for pedestrian safety purposes and will include music, food, beverage and other event festivities.

As consideration for this Special Privilege License the applicant shall provide prior to City Council action the following:

- Submittal of a detailed traffic control plan to the City Engineering Department-Traffic Division and distribution of the approved plan to the City Departments of Police, Fire and Sun Metro no later than February 9, 2007;
- Applicant shall temporarily close premises by using the materials and methods approved by the City Engineering Department-Traffic Division;
- Provide written letters of support of proposed use of public right-of-way from abutting property owners;
- Provide appropriate number of security personnel;
- Provide a twenty (20) foot wide traffic lane for emergency vehicle access on all temporarily closed streets; and
- Coordinate with any applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the Events or proposed use of the Premises, including but not limited to, sound amplification and the sale of alcoholic beverages; and
- Providing liability insurance.

Location Map



Aerial



Letters of Support

KPM

kern place merchants

Kern Place Merchant Association
December 18, 2006

El Paso City Council
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901

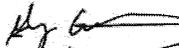
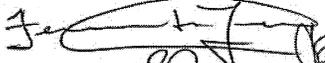
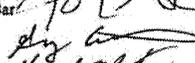
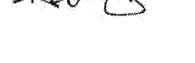
Re: Street Closure

To Whom It May Concern:

We the members of the Kern Place Merchant Association are requesting City Council's approval to close Cincinnati St. from the corners of Mesa St. to Stanton St. and to close Baltimore St. from the corners of Mesa St. and Stanton St.

The requested dates for the closure are February 20th beginning at 10am until February 21st at 3am for "Bourbon St. on Cincinnati St. 2007."

As the business owners on the streets requesting closure, we agree to allow said event to take place, should City Council approve this temporary closure.

O2		George CISNEROS
Dolce Vita		Fernando LEOS
Denali		
Cincinnati Bar		John BESTA
G2 Lounge		George CISNEROS
Bar 26		KEITHA MALLON
Ardovino's		Michael B. MYERS
Crawdaddy's		WESLEY RAMIREZ
Hemingway's		TILO MARTINEZ
Felini Café		
Kern Place Cigar Shop		BRAD MYNARD
Casa Jurado		Genaro HUR
Homebody		SHELLEY DOMINGUEZ

KPM

kern place merchants

Kern Place Merchant Association
January 10, 2007

Walgreens

Re: Street Closure

To Whom It May Concern:

We the members of the Kern Place Merchant Association are requesting Walgreens authorization to close Baltimore St. from the corners of Mesa St. and Stanton St. At the time we are awaiting approval from City Council and being that your business is on said streets we would like your authorization.

The requested dates for the closure are February 20th beginning at 10am until February 21st at 3am for "Bourbon St. on Cincinnati St. 2007."

We, Walgreens, are aware of the requested street closure and will support City Council's decision.



Walgreens Manager

Certificate of Liability

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/22/2007
PRODUCER (915) 591-3339 STINSON & SON NATIONWIDE INSURANCE 9900 MONTANA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
EL PASO TX 79925-	INSURERS AFFORDING COVERAGE	
INSURED KERN MERCHANT, INC 1015 MAGOFFIN EL PASO TX 79901-	INSURER A: BURLINGTON INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

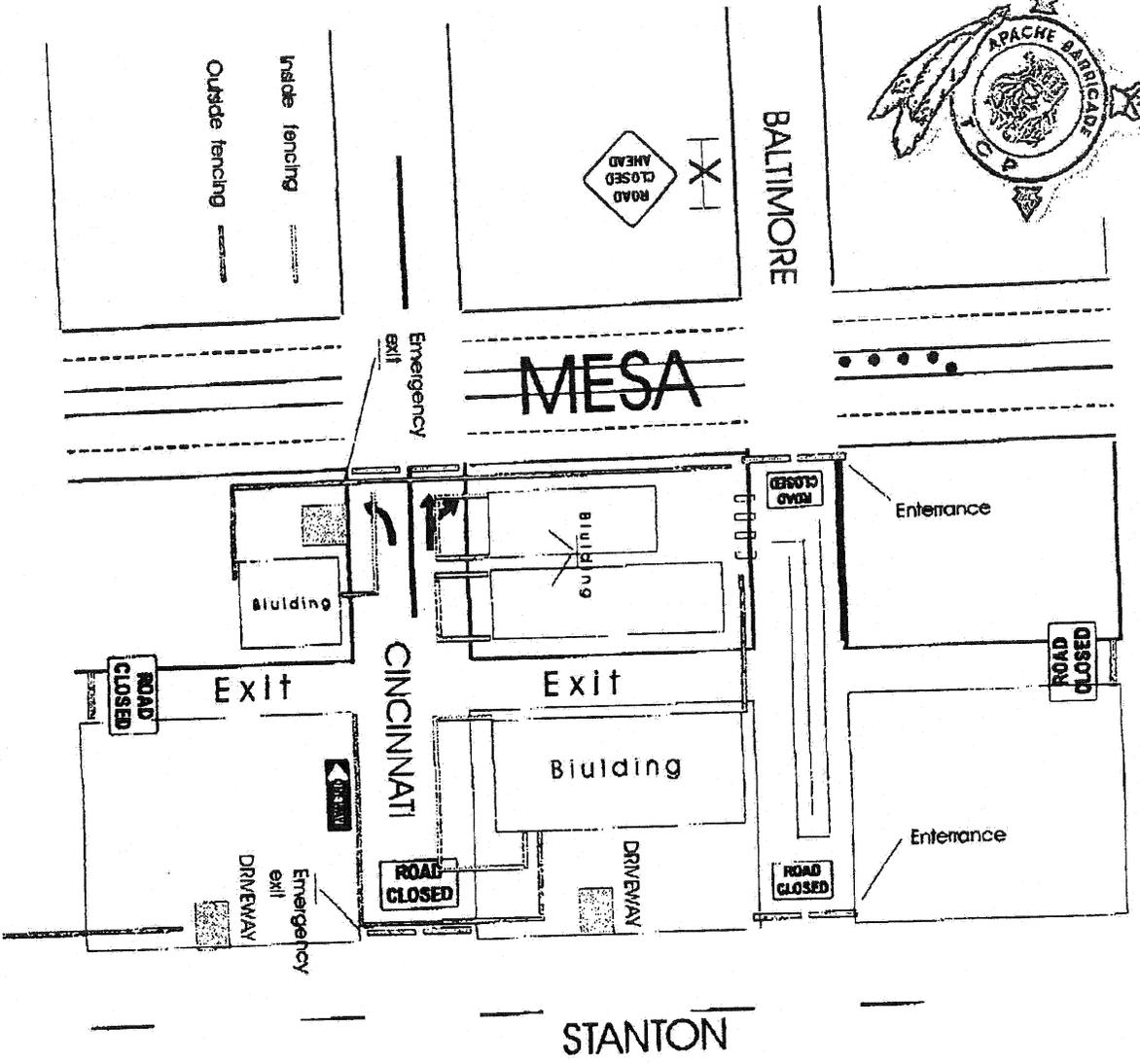
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC	0618002910	02/20/2007	02/22/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		//	//	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		//	//	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		//	//	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		//	//	<input type="checkbox"/> NO STATE-SPECIFIC LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER		//	//	

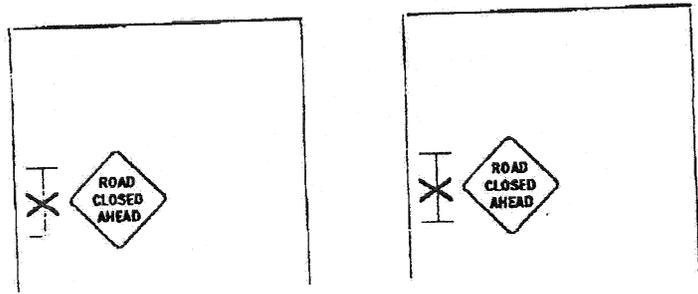
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 MARDI GRAS CELEBRATION FOR FEBRUARY 20, 2007

CERTIFICATE HOLDER () - () - CITY OF EL PASO #2 CIVIC CENTER PLAZA EL PASO TX 79901-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michelle Stinson</i>
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(MON) JAN 22 2007 9:52/ST. 9:51/NO. 6661406145 P 1 FROM



POSTED SPEED (mph)	*K100H SPACINGS (feet)	*K100H SPACINGS (meters)	*K100H SPACINGS (feet)
20.0	40	12.0	1200
25.0	50	15.0	1500
30.0	75	22.5	2250
35.0	100	30.0	3000
40.0	125	37.5	3750
45.0	150	45.0	4500
50.0	175	52.5	5250
55.0	200	60.0	6000
60.0	225	67.5	6750
65.0	250	75.0	7500
70.0	275	82.5	8250



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 2/20 - 2/21/07

TIME: 10AM - 3AM

BY: [Signature] DATE 1/22/07
 ENGINEERING TRAFFIC DIVISION