

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

**DEPARTMENT:** Development Services, Planning Division  
**AGENDA DATE:** Oct. 30, 2007  
**CONTACT PERSON/PHONE:** Kimberly Forsyth, Senior Planner – 541-4631  
**DISTRICT(S) AFFECTED:** 1

**SUBJECT:**

That El Chuco Promotions be authorized to provide for the sale and serving of alcoholic beverages at the “Day of the Dead Art and Music Festival” in the closed portion of Robinson Street between North Mesa Street and North Oregon Street from 7:00 pm, November 1, 2007 to 2:00 am, November 2, 2007.

**BACKGROUND / DISCUSSION:**

El Chuco Promotions is seeking permission to sell and serve alcoholic beverages at the “Day of the Dead Arts and Music Festival” on November 1 & 2, 2007. A special privilege license (SPL07-00013) has been approved by the Development Coordinating Committee for the temporary street closure. There will be various booths, refreshments and entertainment. The applicant seeks permission from the city to allow for the sale and serving of alcoholic beverages on the portion of city right-of-way that is closed for this event.

As part of the approval process, the applicant is required to provide insurance, with the City named as co-insured, a copy of which is attached. They are also required to obtain all necessary permits to sell and serve food and beverages. The TABC (Texas Alcoholic Beverage Commission) requires City Council authorization in order to issue a temporary permit for the event.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

The Development Coordinating Committee approved the special privilege application (SPL07-00013) on Oct. 3, 2007.

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** Kelly Carpenter

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**WHEREAS**, El Chuco Promotions (hereinafter referred to as "Grantee") is sponsoring the "Day of the Dead Art and Music Festival" (hereinafter referred to as "Event"), on Thursday, November 1, 2007 to Friday, November 2, 2007; and

**WHEREAS**, the Grantee has received administrative approval for a Special Privilege License for a street closure for less than twenty-four (24) hours to temporarily close a portion of Robinson Street between North Mesa Street and North Oregon Street for the use and closure of public rights-of-way from 12:00 pm Thursday, November 1, 2007 to 7:00 am Friday, November, 2, 2007, in conjunction with the proposed Event; and

**WHEREAS**, the City is not a sponsor of the Event and the Grantee assumes full responsibility for the planning, coordination, management and production of the Event; and

**WHEREAS**, the Grantee desires to provide for the sale and serving of alcoholic beverages on public rights-of-way during the Event;

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

That the Grantee be authorized to provide for the sale and serving of alcoholic beverages at the "Day of the Dead Art and Music Festival" in the closed portion of Robinson Street between North Mesa Street and North Oregon Street from 7:00 pm November 1, 2007 to 2:00 am November 2, 2007.

**ADOPTED** this \_\_\_\_\_ day of October 2007.

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THE CITY OF EL PASO

ATTEST:

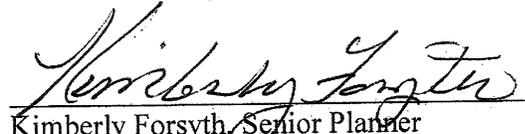
\_\_\_\_\_  
John F. Cook  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernesto Rodriguez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kimberly Forsyth, Senior Planner  
Development Services Department

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(Please type or print)

Day of the Dead Art & Music Fest

1. Applicant:

EL Chuco Promotions

Organization / Individual

Contact Person:

Charlie Villanueva

2. Type of Use or Event:

Temporary Street closure - less than 24 hours

DAY OF THE DEAD ART & MUSIC FESTIVAL

Temporary street display

Temporary street closure, exceeding 24 hours

Other temporary encroachment:

Temporary street closure, less than 24 hours

3. Date(s) of Use or Event:

November 1, 2007

Time of Use or Event:

From 7pm To 2am

Event:

Time in which traffic control services will be needed:

From 12pm To 7am

Note: This is the time for which you will be charged for police traffic control.

4. Proposed Location:

Robinson St. (West of MESA)

Between Mesa St. and Oregon St.

ATTACH A CLEAR AND SPECIFIC MAP

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IMPORTANT INFORMATION REGARDING TRAFFIC CONTROL:

For events involving a street closure, you must submit a traffic control plan to be reviewed and approved by City's Engineering/Traffic Division, 6<sup>th</sup> floor - (915) 541-4050. You will also be responsible for paying for and providing any required security, barricades and signs. The barricading and signing shall be manned and comply with the provisions set forth in the State's "Manual of Uniform Traffic Control Devices."

5. Approximate number of participants:

6. Purpose of Event:

Celebrate our heritage and culture through  
music and art

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

If amplification is being requested, number of and sound amplifying capacity of microphones, amplifiers and speakers proposed to be used.

1 bass amp, 2 guitar amps, 5 vocal microphones  
(2) double stack 18" speakers and (one) 12 inch speaker per side

8. If amplification is being used, state whether or not the purpose is for advertising any goods, property, services or entertainment.

For Entertainment

Regarding the use of San Jacinto Plaza, amplification may **only** be used on the stage. If you wish to use this area, you must also contact the Parks and Recreation Department, 6<sup>th</sup> Floor, (915) 541-4331 and reserve the stage. A fee is charged for the use of this area. Additionally, other ordinances may apply to or restrict the use of city-owned property, including parks.

9. Method of Street and Right-of-Way cleaning:

The El Paso City Code requires you to clean the streets, sidewalks, and other rights-of-way from all event litter and debris. In the event that you do not clean these areas, the City may perform such cleaning and you will be charged. You may also arrange in advance to have the Street Department perform the cleaning for a charge by filling out a separate request form and submitting it to Development Services Office no later than fourteen days prior to the date of the event.

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10. Insurance shall be required in accordance with provisions of Section 208.120.G prior to approval of the application.

As a condition of the special privilege license, the licensee shall agree to indemnify, defend and hold harmless the city, its officers, agents, servants and employees from any and all claims, loss, damages, causes of action, suits, and liability of every kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with licensee's use of the public right-of-way, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the city.

No special privilege license shall be granted unless the licensee files with the city clerk a certificate of liability insurance as hereinafter set forth. If the policy is not kept in full force and effect throughout the term of the special privilege license, the special privilege shall automatically become void.

The insurance policy shall be issued by an insurance company authorized to do business in the state of Texas and shall be reviewed by the city attorney. The policy 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 licensee, its agents, servants or employees. The minimum amounts of such insurance shall be two hundred fifty thousand dollars for death of or injury to any person in any one accident, five hundred thousand dollars for death of or injury to two or more persons in any one accident, and one hundred thousand dollars for property damage arising out of any one accident or other cause. The minimum amounts of insurance coverage may be increased by the city when it is in the best interest of the public.

The policy of insurance shall name both the licensee and the city as insureds to the full amount of the policy limits. Such policy shall inure to the benefit of any person in whose favor a judgment may be rendered, but may contain a provision that suit against the insurer may not be brought until the licensee has failed to pay the final judgment of a court of competent jurisdiction against him.

The policy shall contain a provision that it may not be canceled, revoked or annulled by the insurer without giving the city ten days' prior written notice. The licensee shall not surrender or release such policy without filing in lieu thereof another policy complying with the requirements of this section, or surrendering the special privilege license.

Neither the city or any officer or employee thereof shall be liable for the financial responsibility of any insurer, or in any manner become liable for any claim, act or omission, relating the licensee's use of the public right-of-way.

No special privilege license shall be granted to a self-insured grantee until the self-insured grantee has submitted to the city a sworn affidavit signed by a duly authorized representative identifying that the grantee is self-insured in accordance with the laws of Texas and stating that the grantee has sufficient funds to provide payment in the same amounts as are required to be maintained under a policy of insurance which is required of non-self-insured grantees to persons who suffer personal injury or property damage. The affidavit must be in a form and contain provisions which are acceptable to the city. The affidavit shall contain an affirmative recital identifying that the grantee shall meet, accept, perform and be bound by the same obligations and requirements of any grantee who is not self-insured as required by the provisions of this subsection. Where a self-insured grantee no longer meets the minimum levels of coverage required of non-self-insured grantees, the grantee shall be required to immediately provide the city with a certificate of insurance which demonstrates that the grantee has met the requirements of this subsection. The city may impose additional requirements upon a self-insured grantee in order to protect the public health, safety and welfare. The city reserves the right to require that a self-insured grantee provide a policy of insurance under this subsection as permitted by law."

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

*Charbi Villanue*

Signature of Applicant

*Sept. 17, 2009*

Date

*El Chuco Promotions*

Organization/Sponsor, if any

**Please note:** If the temporary event is designed to be held by or for any person other than the applicant, the applicant shall attach a communication in writing from the person authorizing the applicant to apply for the permit.

81:11WV 61:100/10

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MM/DD/YYYY) 10/3/2007
PRODUCER <b>Cielo Vista Insurance Agency</b> 1132 Geronimo El Paso, TX 79925 (915) 772-1406	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.	
INSURED <b>EL CRUCO PROMOTIONS</b>  1701 MONTANA EL PASO, TX 79925 (915) 546-9901	INSURERS AFFORDING COVERAGE INSURER A: <b>BURLINGTON INSURANCE COMPANY</b> 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 LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RGL0504864	10/02/07	10/02/08	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000				
		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  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER				WC/STATU-TORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**DIA DE LOS MUERTOS EVENT**  
**LOCATION: ROBINSON STREET, EL PASO, TX 79902**

<b>CERTIFICATE HOLDER</b>  CO-INSURED CITY OF EL PASO TWO CIVIC CENTER EL PASO, TX 79901 FAX: 915-541-4725 ATT: MARIAN SPENSOR	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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
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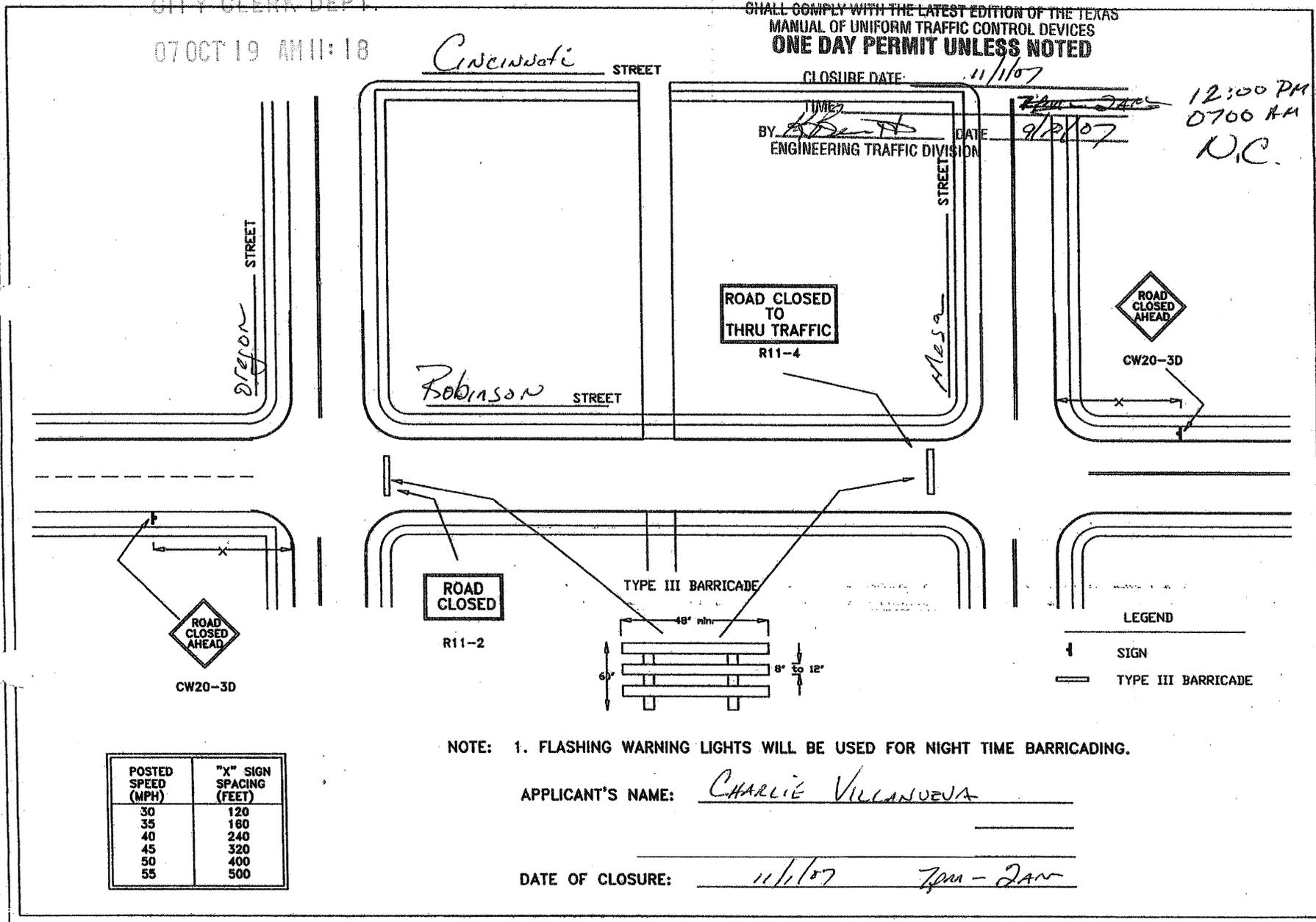
# TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS  
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES  
**ONE DAY PERMIT UNLESS NOTED**

CLOSURE DATE: 11/1/07

TIMES  
BY: [Signature] DATE: 9/28/07  
ENGINEERING TRAFFIC DIVISION

12:00 PM  
0700 AM  
N.C.



NOTE: 1. FLASHING WARNING LIGHTS WILL BE USED FOR NIGHT TIME BARRICADING.

APPLICANT'S NAME: CHARLIE VILLANUEVA

DATE OF CLOSURE: 11/1/07 7pm - 2am

POSTED SPEED (MPH)	"X" SIGN SPACING (FEET)
30	120
35	160
40	240
45	320
50	400
55	500

ENGINEER'S SEAL

PROJECT NAME: TRAFFIC CONTROL PLAN

TYPICAL STREET CLOSURE

NEIGHBORHOOD BLOCK PARTY

CITY OF EL PASO

ENGINEERING

SHEET TITLE

SHEET

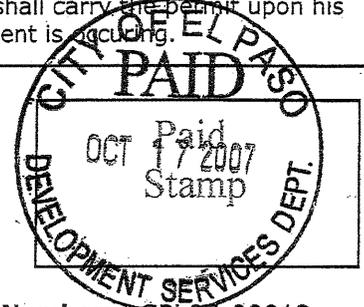
08-0094



*El Paso*

# DEVELOPMENT SERVICES DEPARTMENT SPECIAL PRIVILEGE LICENSE

The person conducting the event shall carry the permit upon his person while the event is occurring.



**APPLICANT:**

EL CHUCO PROMOTIONS  
1701 MONTANA  
EL PASO TX 79902

**SITE ADDRESS:** 110 ROBINSON AVE

**License Number:** SPL07-00013

**DESCRIPTION:** Street Closure for Robinson Street Between Mesa Street and Oregon Street.

**EVENT**

START DATE: 11/1/07  
START TIME: 7:00 PM  
END DATE: 11/02/2007  
END TIME: 2:00 AM

**STREET CLOSURE:**

STREET CLOSURE DATE: 11/01/2007  
CLOSURE TIME: 12:00 PM  
REOPEN DATE: 11/02/2007  
REOPEN TIME: 07:00 AM

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

1. Permittee 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.
2. Permittee shall keep open a twenty (20) foot wide traffic lane for emergency vehicle access on all temporarily closed streets. Permittee 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. Permittee 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 Permittee, 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.
3. As an express condition of this Special Privilege, Permittee 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.
4. Permittee shall 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.
5. Permittee shall provide sufficient refuse containers within the Premises for the litter generated by participants and patrons of the Event. After the Event has ended, Permittee, 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.
6. Permittee 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, Permittee shall replace or repair such improvements at Permittee's sole expense, and at no cost to the City.
7. Upon termination of the Special Privilege, any property of the Permittee situated upon the Premises shall be removed by the Permittee without cost or expense to the City, and the Premises shall be restored to its original condition.
8. Permittee 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 the Permittee, its agents, servants or employees or any organizations contracted by the Permittee either while the Event is in progress or as the result of the temporary closing of the Premises.

*Kelly Carpenter*  
For Kelly Carpenter A.I.C.P.  
Deputy Director Planning Division

\_\_\_\_\_  
Applicants Signature

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