

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Kevin Smith for Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, Parks & Recreation Department (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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026** (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, on **August 19, 2025**, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 48 of the Fiscal Year 2026 Budget Resolution; 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 Street** 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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026,** 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 Street 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.

(Signatures on following page)

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
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 Street, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa Street, for the purpose of allowing New Years Eve Ball Drop, from 12:00 pm on December 31, 2025 to 12:30 pm on January 1, 2026 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 2nd day of December 2025, 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: Dionne Mack City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. 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:

Dionne Mack
City Manager

Date_____

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

 for _____
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 C. Trevino, P.E.,
El Paso District Engineer

Date_____



Exhibit A
City of El Paso
Streets and Maintenance
Traffic Control Permit



Site Address: 114 MILLS, EL PASO, TX 79901

Permit No: **EPTC25-04394**
CSEV25-00195

Issued: **10/14/2025**

Expires: **01/01/2026**

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
PHOEBE GRIJALVA 801 texas EL PASO, TX 79901	Applicant:915-242-9000 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

WORK AUTHORIZED: COEP P&R WILL BE HAVING AN EVENT "NEW YEAR'S BALL DROP," AT MILLS AND MESA, REQUIRING LANE AND SIDEWALK CLOSURES PROVIDED BY APACHE BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT. BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES. **TXDOT ROW: MESA BETWEEN FRANKLIN AND TEXAS WILL BE CLOSED.**

TYPE OF TRAFFIC CONTROL SET UP: TTC: ROAD CLOSURE W/ DETOUR ROUTE

Start Date: 12/31/2025 **TCP SETUP**
12:00PM

Expiration Date: 01/01/2026 **TCP TEAR DOWN**
12:30PM

EVENT TIMES
12/31/25 8:00PM
01/01/26 12:30AM

Length of Term: Short

**PERMIT APPROVED
FOR COEP ROW
ONLY**

*** NOTICE ***

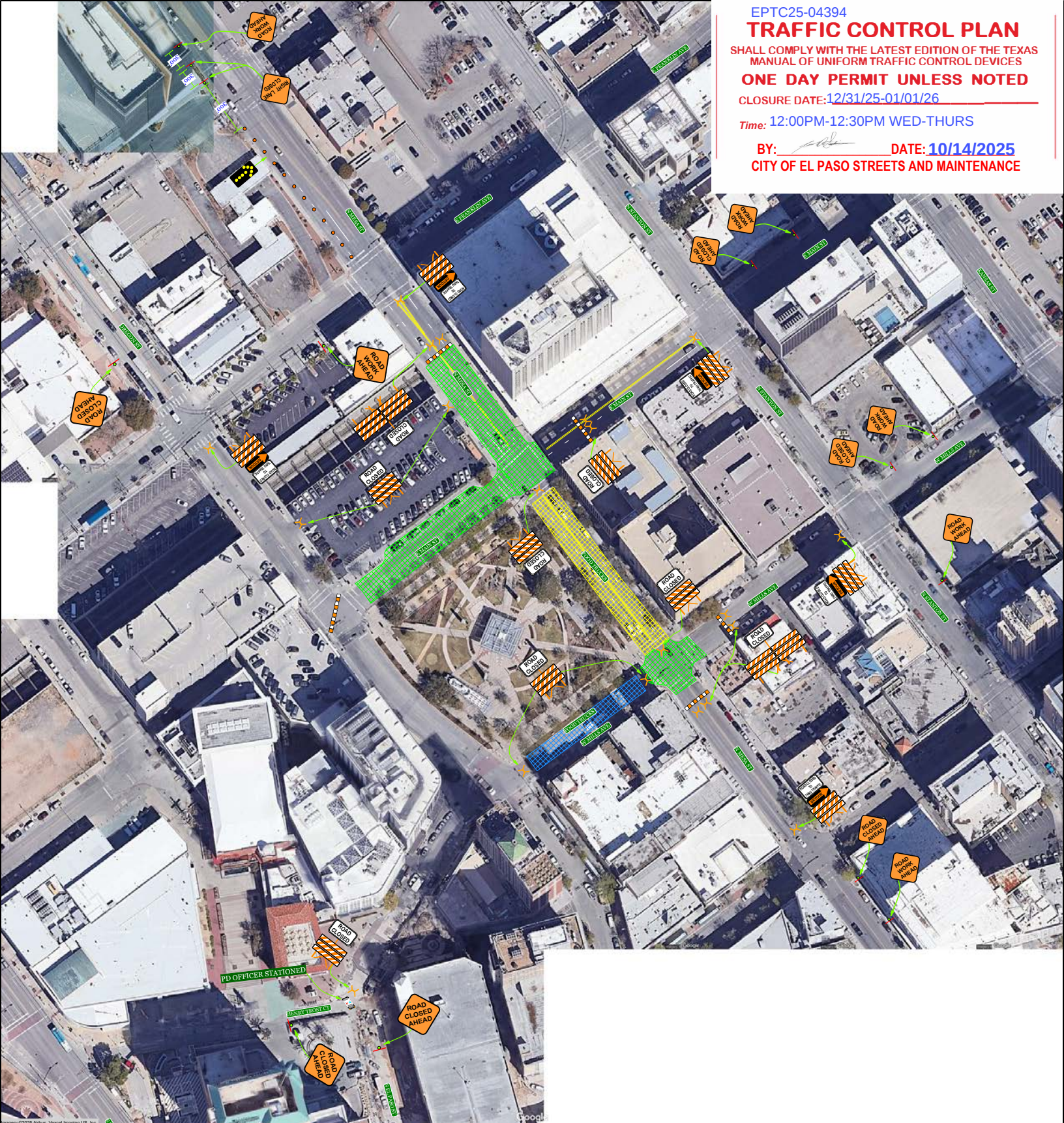
1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2.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

City Traffic Engineer

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

Issued By Jose De Santiago

EPTC25-04394
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: 12/31/25-01/01/26
Time: 12:00PM-12:30PM WED-THURS
BY: _____ DATE: 10/14/2025
CITY OF EL PASO STREETS AND MAINTENANCE



TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH			SUGGESTED MAX. DEVICE SPACING		MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
		10' OFFSET	11' OFFSET	12' OFFSET	ON A TAPER	ON TANGENT		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45		450'	495'	540'	45'	90'	320'	360'
50	$L = WS$	500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

WINTER FEST / NEW YEARS
LOCATION: MESA / MILLS AND MAIN
PROJECT: NEW YEARS STC
TTC: ROAD CLOSURE W/ DETOUR ROUTE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= EVENTCLOSURE
 = WATER BARRIER
 = FOOD TRUCKS
 = FOOD TRUCKS
 = PD OFFICER
 = ROAD CLOSED
 = ROAD CLOSED AHEAD
 = ROAD WORK AHEAD
UNLESS OTHER WISE

Exhibit B

RESOLUTION

WHEREAS, Parks & Recreation Department (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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026** (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, on **August 19, 2025**, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 48 of the Fiscal Year 2026 Budget Resolution; 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 Street** 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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026,** 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 Street 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.

(Signatures on following page)

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit C

El Paso DMD Special Event Permitting Application - Entry #14380

WPForms Print Preview - El Paso DMD Special Event Permitting Application

I Have All Required Documents Ready to Upload

Yes

Applicant's Name

Vanessa Poebe Grijalva

Company/Business Name (if applicable):

City of El Paso Parks and Recreation

Applicant's Address

801 Texas
El Paso, TX
79901
US

Phone

(915) 297-7426

Email

grijalvaR.@elRasotexas.gov

Number of Contacts

Selected Value: 1 (1 min/ 3 max)

Contact #1

Diana Cepeda

Mobile Phone

(915) 867-6261

Email

cepedadx@elpasotexas.gov

Official Name of Event

New Years Ball Drop

Event Type

Celebration

Event Purpose

Other (Explain)

There is 60 days+ before this event.

Yes

Event Start Date & Time

12/31/2025 8:00 PM

Event End Date & Time

01/01/2026 12:30 AM

Event Setup Date & Time

12/31/2025 12:00 PM

Event Tear Down Date & Time

01/01/2026 12:30 PM

No. Of Days

1

Participants

30

Spectators

10000

Total

10030

Traffic Control Company

Apache Barricade & Sign

Traffic Control Company Contact

(915) 592-6619

Street Closures

1. Main Between Oregon and Stanton
2. Oregon Between Franklin and Henry Trost
3. Mesa between Franklin and Texas
4. Mills between Stanton and Henry Trost

Is an alley affected

No

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

Yes

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

No

Start Date

12/31/2025

Removal Date

01/01/2026

File Upload [New-Years-Meters-2025.pdf](#)**Will your event take place in one of the Downtown parks?**

Yes

List of 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?

No

Will your event use amplified devices?

Yes

Microphones

6

Speakers

4

Amplifiers

2

Other

0

Purpose of Amplification

Announcements

Concert

Location Description of Amplification Devices

Stage will be located at the Coffee Box Lot

Will alcoholic beverages be sold, served or consumed at your event?

No

Will alcoholic beverages be sold, served or consumed on a city right of way?

No

Will alcoholic beverages be sold, served or consumed in the park?

No

Will your event feature food vendors?

Yes

How many food locations will your event have?

8

How many beverage locations will your event have?

2

Food Vendors List

 [WinterFest-Placeholder-vendors-and-food-trucks.pdf](#)

Will your event feature merchandise vendors?

No

Site Plan

 [New-Years-Ball-Drop-Site-map-2025.pdf](#)

Certificate of Insurance Documents

 [City-Insurance.pdf](#)

Traffic Control Plan (TCP)

 [WINTERFEST-NEW-YEARS-CLOSURE.pdf](#)

Signed Notice of Proposed Closure Form

 [New-Years-Notice-of-Proposed-closure-2025.pdf](#)

Public Safety Plan

 [IAP-Safety-Plan-page.pdf](#)

Signature**Today's Date**

09/29/2025

[DMD - Downtown El Paso](#)