

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 **One Size Fits All Vintage Summer Smash Block Party**, from **12:00 p.m.** on **July 19, 2025** to **11:59 p.m.** on **July 19, 2025** 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 **24th** day of **June, 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 <sup>nd</sup> Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

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

### Article 13. SOLE AGREEMENT

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

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

### THE CITY OF EL PASO


Executed on behalf of the local government by:

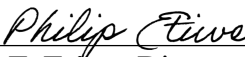
\_\_\_\_\_  
**Dionne Mack**  
City Manager

Date\_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
**Jesus A. Quintanilla**  
Assistant City Attorney

  
\_\_\_\_\_  
**Philip F. Etive**, Director  
Planning and Inspections Department

## THE STATE OF TEXAS

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

By \_\_\_\_\_

**Tomas Trevino, P.E.,**  
El Paso District Engineer

Date \_\_\_\_\_



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



Site Address: 120 MESA, EL PASO, TX 79901

Permit No: **EPTC25-01921**

Issued: **05/02/2025**

Expires: **07/19/2025**

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
CHRISTIAN EUZARRAGA 120S MESA ST EL PASO, TX 79901	Applicant:915-201-6297 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

**WORK AUTHORIZED:** ONE SIZE FITS ALL  
LOCATION:MESA BTW SAN ANTONIO AND OVERLAND  
PROJECT: BLOCK PARTY  
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

**Start Date:** 07/19/2025

**Expiration Date:** 07/19/2025

**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.

City Traffic Engineer

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

Issued By Jose De Santiago



# 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: 07/19/25

Time: 12:00PM-11:59PM

BY:  DATE: 05/05/2025  
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. HIGH SPACING ALTERNATE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
		10' OFFSET	11' OFFSET	12' OFFSET	ON A TAPER	ON TANGENT		
30	L = WS/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'



ONE SIZE FITS ALL.  
LOCATION: SAN ANTONIO BTW MESA AND OREGON  
PROJECT: BLOCK PARTY  
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

## LEGEND

 = BLOCK PARTY

 = ROAD CLOSED

UNLESS OTHERWISE



# Exhibit B

## RESOLUTION

**WHEREAS, Christian Euzarraga** (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 **One Size Fits All Vintage Summer Smash Block Party from 5:00 pm to 10:00 pm on Saturday, July 19, 2025** (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 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 **One Size Fits All Vintage Summer Smash Block Party, Saturday, July 19<sup>th</sup>, 2025 from 12:00 pm to 11:59 pm**, 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 San Antonio Avenue and Overland Avenue**, 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 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:**



\_\_\_\_\_  
**Jesus A. Quintanilla**  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
**Philip F. Etiwe**, Director  
Planning & Inspections Department

## Exhibit C

# ONE SIZE FITS ALL VINTAGE SUMMER SMASH BLOCK PARTY

**Event Name :** ONE SIZE FITS ALL VINTAGE SUMMER SMASH BLOCK PARTY

**Event Type :** Block Party

**Event Purpose :** Community Activity

**No Of Days :** 1

**Event Start Date :** July 19, 2025

**Event End Date :** July 19, 2025

**Event Time :**

	Start Time	End Time
Day 1 - July 19, 2025	5:00 PM	10:00 PM

	Date	From	To
Setup	July 19, 2025	12:00 PM	4:00 PM
TearDown	July 19, 2025	10:10 PM	11:59 PM

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

Date	Participants	Spectators	Total
Day 1 - July 19, 2025	3	200	203

## Contact Person(s)

**Name :** CHRISTIAN EUZARRAGA

**Address :** 115 N MESA ST SUITE 7A El Paso , Texas, 79901 , USA

**Email :** ceuzarraga13@gmail.com

**Mobile :** 9152016297

**Office Phone :**

## Park Use

Event not take place any of the Downtown Parks

## Fire & Public Safety

### Security

Hiring Security Guards : No

### Police

Hiring Police Officers : No

Will you be erecting temporary fences or barriers? Yes

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

Size and quantity of temporary structures :

8 10x10 tents

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 :

power cords and strips from store front at 115 n mesa

What will need electrical power?

any vendors with lights

Participating businesses open in the conjunction with the event?

one size fits all vintage llc

## Traffic Control Information

Company Name : apache barricade

Company Contact Number : (915) 592-6619

**Street Clousre :**

S Mesa between overland and san antonio

**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
0	2	0	0

**Purpose of Amplification :** Ambience

**Location description of amplification devices :** 2 speakers from a dj setup and cdj

## **Alcohol Use**

**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

**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**

**No food & merchandise sales involved in this event**

## **Event Clean Up**

**No arrangement for cleaning and sanitation services.**

## **Internet Access**

**Is Wireless Internet access needed?** No

**Is A Secure Wireless 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

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**Applicant Name :** Christian Euzarraga

**Applicant E-Signature :** CE

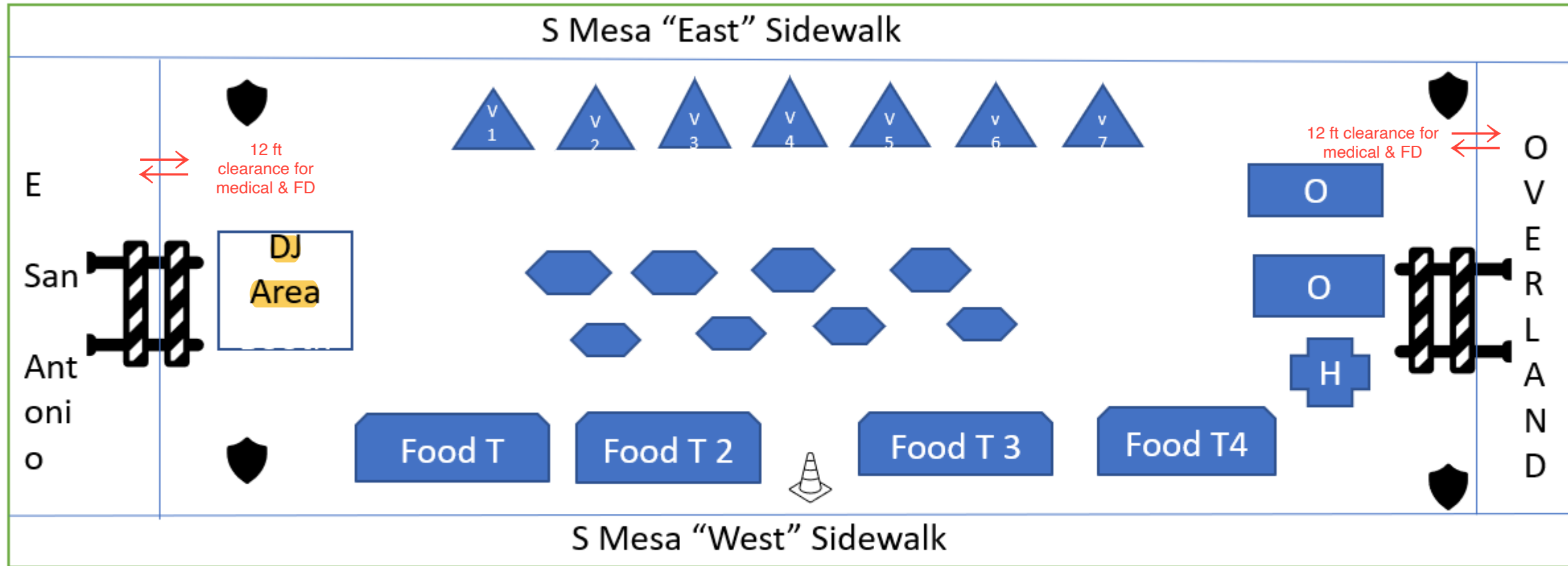
**Sign Date :** 2025-04-16



# OSFA Block Party Map

July 19th, 2025 6pm-10pm

- Hosting Live DJs, Food Trucks, and Local Small Business Vendors
- To Be Held on S Mesa St, between E San Antonio and Overland



## KEY NOTES

- Sidewalks remain accessible
- All tents, including OSFA & Med will be 10x10 standard tents
- 8 standard 6x2 tables with surrounding chairs will be available
- DJ Area is limited to a 10x10 tent or standing space, no stage
- tents 1-7 represent true north, food trucks face true north

