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April 22, 2022

Christine Meadows, CAP
Administrative Assistant
Police Department
City of League City
555 West Walker Street
League City, Texas 77573

RE: Use of State Right-of-Way (ROW) – Special Event Request
2022 League City Music Festival & BBQ Cookoff
SH 3 North (Southbound) outside lane (from the 500 Block to the 900 Block)
Galveston County

Dear Ms. Meadows:

Reference is made to your email dated March 30, 2022, concerning the Use of State ROW for the special event listed above, scheduled to be held May 5, 2022. The closure will start May 5, 2022 at 8:00 A.M. and ending May 8, 2022 at 9:00 P.M.

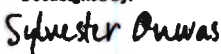
The Texas Department of Transportation (TxDOT) has reviewed the route, signing and proposed traffic control for the event. We understand League City Police Department will be responsible for the traffic control for the event. All signs, route markers, and traffic control devices placed in the State's ROW must be placed in accordance with the Texas Manual on Uniform Traffic Control Devices and must be removed at the end of the event.

The event organizers will be responsible for all cleanup and or damages that may occur during the event. This notification fulfills the requirements for the use of State ROW.

Any questions concerning this matter may be directed to:

- James Keener at (713) 802-5185; James.Keener@txdot.gov
- Michael Burns at (713) 802-5888; Michael.Burns@txdot.gov

Sincerely,

DocuSigned by:


Sylvester E. Onwas, P.E.
District Traffic Engineer
Houston District

cc: David R. Lazaro, P.E.
Jeffery Thomson
James Keener
Michael Burns

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT**

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 League City, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including S.H 3, in Galveston County; and

WHEREAS, the local government has requested the temporary closure of S.H. 3 N (SB) outside lane, in the 500 Blk to 900 Blk for the purpose of providing safety for the League City Music Festival, from May 5th, 2022 at 8:00 AM to May 8th, 2022 at 9:00 PM 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 22 day of March, 2022, the League City City Council passed Resolution / Ordinance No. 22-0125, 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 the maximum

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duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

This event will be the Village Fair and Music Festival which is being held at the Walter Hall Park, 807 SH 3 N, League City, TX (Galveston County). The annual event will be held on May 5th, 6th, 7th, and 8th, 2022. The event will require the closure of the southbound outside lane of S.H. 3 from the 900 Blk to the 700 Blk to facilitate the safe ingress and egress of the event traffic between 8:00 AM and 12:00 Midnight. The event is being held in the City of League City, League City, Texas, and will affect approximately 1500 feet of roadway. The City plans to use TXDOT approved signage, warning devices, barricades, and message boards per the traffic control plan to channelize traffic around and past the limits of the lane closure in a safe and controlled manner.

*{Give a physical description of the annual event and when it will be held, 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, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a **location map** and identified as "**Exhibit C.**"}*

Article 3. OPERATIONS OF THE EVENT

- A.** The local government shall assume all costs for the operations associated with the Event, to include 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 signing.
- 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 signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans 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

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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

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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:

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Local Government:	State:
City of League City John Baumgartner (City Manager) 300 W. Walker League City, Texas 77573	Texas Department of Transportation Eliza C. Paul, P.E. District Engineer Houston District

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.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF LEAGUE CITY

Executed on behalf of the local government by:

By John Baumgartner Date 3/25/2022
City Official

Typed or Printed Name and Title John Baumgartner
City Manager

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 Eliza Paul Date 4/22/2022
District Engineer

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Exhibit A "Event"



League City Music Festival & BBQ Cookoff

@LCMusicFest · Community

[Learn more](#)

lcmusicfest.com

Home Events About Videos More ▾

About

See all

📍 807 SH 3 N League City, TX 77573

📖 The 66th League City Music Festival is a non-profit event funding the Lion's Club charities giving back to the community making the world a better place. :-)

👍 8,528 people like this

👤 8,787 people follow this

🌐 <http://lcmusicfest.com/>

☎ (281) 768-0145

📁 Community · Live Music Venue · Festival



League City Music Festival & BBQ Cookoff

March 21 at 12:47 PM · 🌐

Mark it down and share with your friends! We're back! You won't want to miss out. #LCMusicFest

Photos

See all



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Exhibit B
Resolution / Ordinance

SEE NEXT PAGE



City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 22-0125

Agenda Date: 3/22/2022

Version: 1

Status: Consent Agenda

In Control: Police

File Type: Agenda Item

Agenda Number: 9B.

Title

Consider and take action on a request by League City Lions Club to grant a variance to Chapter 110, Article I, Section 110-5 of the Code of Ordinances of the City of League City entitled "Parades and Processions Generally" for partial lane closures and to waive City costs associated with traffic control for the "66th Annual League City Music Fest and BBQ Cook Off" to be held May 5-8, 2022 (Chief of Police)

..Background:

If approved, this item will allow the League City Lions Club event to use City rights-of-way for this event and the City will provide equipment to support traffic flow as detailed below. This will be done in accordance with the traffic plan approved by the League City Police Department. The Code of Ordinances of the City of League City, Section 110-5 requires all permit requests requiring the closure or use of state roadways or arterial roadways (as defined by the Master Transportation Plan) within League City to be approved by City Council prior to issuance of a permit. The same section also states that the applicant shall pay all costs associated with traffic control for the event unless City Council approves waiving the costs.

The application for a permit was received by the League City Police Department requesting the use of City roadways within the City of League City for the purpose of conducting an event entitled "66th Annual League City Music Fest and BBQ Cook Off". This event will take place at Walter Hall Park on May 5 - 8, 2022. This event is estimated to draw approximately 10,000 attendees throughout the multi-day festival. The applicant has made a request for a variance for the use of SH 3 N. The applicant requests the closure of the southbound outside lane in the 800-900 block of SH 3 N. The closure will help facilitate traffic flow into and out of Walter Hall Park during the festival. The City is currently working to renew the five-year traffic plan agreement with the State. The City of League City Street Department will provide the necessary equipment to restrict traffic flow in the areas designated on the map. Total cost to the City is \$10,913.72. The total includes \$7,193.72, in direct hourly labor costs and \$3,720.00 in estimated value of traffic control equipment provided. Refer to the cost breakdown sheet for complete cost breakdown.

CONTRACT ORIGINATION:

ATTACHMENTS:

1. Data Sheet
2. Special Event Permit Application
3. Traffic Plan Map
4. Cost Breakdown Sheet
5. League City Lions Club Request Letter

FUNDING

File Number: 22-0125

Funds in the amount of \$10,913.72 are available from Streets & Traffic account 3300000-50040 - Overtime (\$7,193.72) and 3300000-51650 - Traffic Control Supplies (\$3,720.00)

Requires Budget Amendment to transfer from Account # _____ to Account # _____

NOT APPLICABLE

STRATEGIC PLANNING

Addresses Strategic Planning Critical Success Factor # _____ and Initiative # _____

NOT APPLICABLE

APPROVED
MAR 22 2022
CITY COUNCIL

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Code Chart 64 # _____
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Exhibit C LOCATION MAP

