



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

November 13, 2012

Douglas Wologo
Acting Chief of Police
League City Police Department
500 West Walker
League City, Texas 77573

Use of State Right-of-Way
FM 518
Galveston County

Dear Chief Wologo:


Attached for your records is a copy of the executed Multi-Year Agreement for the Temporary Closure of State right-of-way for the Annual Holiday in the Park Parade starting from 6:00 p.m. to 10:00 p.m. This Agreement is for a period of five (5) years starting December 2012 to December 2016.

The City of League City will be required to provide a letter with a copy of the Certificate of Insurance on a yearly basis informing the Texas Department of Transportation of this event. The event organizers will be responsible for any damage or accidents that may occur during the course of the event and save TxDOT and the State of Texas harmless. This notification fulfills the requirements for the use of State right-of-way.

Please inform the sponsors of the event that they are responsible for the cleanup of any debris generated by the event. We hope the Annual Christmas Holiday in the Park Parade is a successful and safe event for everyone.

If you should have any questions, please contact Sandra Flores Burch, Traffic Engineering, Special Events Coordinator at (713) 802-5848.

Sincerely,


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

SFB
Attachments
cc: Sandra Flores Burch
William P. Babbington, P.E.

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

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."

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 FM 518 East, in Galveston, County; and

WHEREAS, the local government has requested the temporary closure of FM 518 (EB, WB) from FM 270 to SH 3 for the purpose of providing safety for the Holiday in the Park Parade on December 1st, 2012 between 5:15pm to 10:00pm, 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 23rd day of October, 2012, the League City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City 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

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

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The Holiday in the Park Parade and Festival is expected to draw an attendance of approximately 20,000 persons over the course of the stated three-day period for a parade, arts and crafts market and food court, the City Council of the City of League City, Texas deems the Event as serving an important public purpose by promoting tourism in the City and the resulting generation of economic benefits to the City in the form of increased sales tax revenues and hotel occupancy tax receipts.

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 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
- Traffic-Traffic_Closure Incorporated (TEA30B) Page 2 of 8 Rev. 05/02/2008

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

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.

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

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 League City Michael W. Loffin 300 West Walker League City, Texas 77573	Texas Department of Transportation Michael W. Alford, P.E. P.O. Box 1386 Houston, Texas 77251-1386

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

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 League City
Executed on behalf of the local government by:

By Michael W. Loftin Date 10-25-12
City Official

Typed or Printed Name and Title Michael W. Loftin
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 M. Val Date 11-2-12
District Engineer

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

Exhibit A
"Event"



POLICE DEPARTMENT

COMMITTED TO SERVICE, DEDICATED TO PROFESSIONALISM

October 15, 2012

TXDOT REQUEST 2012-21

Sandra Flores Burch
Texas Department of Transportation
7721 Washington
Houston, Texas 77251

Dear Ms. Burch,

The City of League City Police Department requests that the Texas Department of Transportation issue a permit for the below-referenced event that will be held in League City.

Requested by: Janice Hallisey
League City Proud INC
PO Box 3104
League City, TX 77574
(281) 382-1534

Name of Event: "HOLIDAY IN THE PARK PARADE"

Date of Event: Saturday, December 1, 2012
Staging Time: 3:00 p.m.
Start time: 6:00 p.m.
End time: 10:00 p.m.
Route: See attached map
Participants: Approximately 2,000
Specialty Participants: Approximately 50 Floats

The City of League City requests that the State of Texas issue a permit for this event that will take place in League City. The League City Police Department will provide uniformed police officers to direct and manage traffic for the event.

Should you have any questions, or require further information, please contact Lt. Hera at (281) 338-8228, or e-mail at anthony.hera@leaguecity.com

Sincerely,

Douglas Wologo
Acting Chief of Police

Douglas Wologo
Acting Chief of Police
doug.wologo@lcpd.com
Direct Number: 281-338-4160
Main Number: 281-332-2566
Fax Number: 281-338-4166



City of League City
Police Department
500 West Walker
League City 77573
www.lcpd.com

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

Exhibit B
Resolution / Ordinance

RESOLUTION NO. 2012-36

A RESOLUTION OF THE CITY OF LEAGUE CITY, TEXAS,
APPROVING AN AGREEMENT WITH THE STATE OF
TEXAS FOR THE TEMPORARY CLOSURE OF A STATE
RIGHT OF WAY (FM 518 EAST IN LEAGUE CITY, TEXAS)

WHEREAS, the annual Holiday in the Park Parade and Festival is scheduled to take place in the City of League City, Texas (the "City") on November 30th through December 1st, 2012 at League Park in League City (the "Event"); and

WHEREAS, because the Event is expected to draw an attendance of approximately 20,000 persons over the course of the stated three-day period for a parade, arts and crafts market and food court, the City Council of the City of League City, Texas deems the Event as serving an important public purpose by promoting tourism in the City and the resulting generation of economic benefits to the City in the form of increased sales tax revenues and hotel occupancy tax receipts; and

WHEREAS, in order to ensure that the safety of the traveling public to and from the Event during the parade on December 1st is accomplished, the City wishes to provide for the temporary closure of the eastbound and westbound lanes of FM 518 East from the FM 270 to SH 3 between the hours of 5:15pm to 10:00pm for the purpose of providing the safe conduct of parade traffic during the course of the Event; and

WHEREAS, the State of Texas (the "State") operates a system of highways for public use and benefit, including North State Highway 3 in Galveston County, Texas, and, accordingly, will require that an inter-local agreement be executed between the City and the State in order to provide that the closure of the State's right of way will be performed within the State's requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

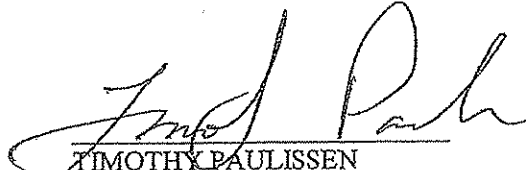
Section 1. The facts and opinions in the preamble of this resolution are true and correct.

Section 2. The City hereby authorizes the City Manager to enter into that certain Agreement for the Temporary Closure of State Right of Way Agreement in the form as attached hereto as Exhibit "A."


Section 3. All resolutions and agreements or portions of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED the 23rd day of October, 2012.


TIMOTHY PAULISSEN
Mayor

ATTEST:


DIANA M. STAPP
City Secretary



City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 12-0604

Agenda Date: 10/23/2012

Version: 1

Status: New Business

In Control: Police

File Type: Agenda Item

Agenda Number: 12E.

Title

Consider and take action on a resolution to enter into a five-year agreement with the Texas Department of Transportation (TxDOT) for the temporary closure of a State right-of-way for the purpose of holding the Holiday in the Park Parade and authorizing the City Manager to sign the agreement (Acting Chief of Police)

Staff recommends approval.

Background:

The City of League City Ordinance 110-5 requires all permit requests which require the closure or use of state roadways or arterial roadways (as defined by the Master Transportation Plan) within the City to be approved by City Council prior to issuance of a permit. In order for the State right-of-way to be used, the City must enter into a temporary agreement with TxDOT. We are requesting a five-year agreement in anticipation of the event continuing in the future and to streamline the request process.

The League City Police Department has received an application for the Holiday in the Park Parade and Festival which is scheduled for December 1, 2012 from 6 p.m. to 10 p.m. The applicant has made a request for a variance for the use of a State Highway, FM 518 E., within the City of League City. The applicant requests the closure of FM 518 E from FM 270 to SH 3 for the purpose of conducting the parade. The parade will be conducted from the 1600-500 block of FM 518 E. and upon Park Street from FM 518 E to 3rd Street. There will be a complete closure of FM 518 E (SH 3 to FM 270) from 5:15 p.m. until approximately 10 p.m.

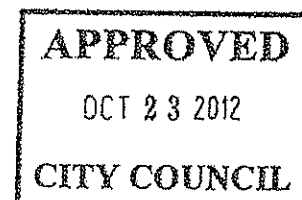
FUNDING

☒ NOT APPLICABLE

☐ Funds are available from Account # _____

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

Resolution No. 2012-36



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

Exhibit C
LOCATION MAP

Parade Route

