



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	06-15-10	AGENDA REQUEST NO:	III-A
INITIATED BY:	CHRIS CAMERON TRAFFIC OPERATIONS MANAGER	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	CHRIS CAMERON TRAFFIC OPERATIONS MANAGER	DEPARTMENT HEAD:	DAVID WORLEY <i>DW</i> ASSISTANT PUBLIC WORKS DIRECTOR
		ADDITIONAL DEPARTMENT HEAD (S):	N/A

SUBJECT / PROCEEDING: **TEMPORARY CLOSURE OF ONE LANE OF STATE HIGHWAY 6 FOR THE RED WHITE AND BLUE FESTIVAL
AUTHORIZE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF SUGAR LAND**

EXHIBITS: **RESOLUTION NO. 10-26
TXDOT AGREEMENT
MAP**

CLEARANCES		APPROVAL	
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LEGAL:	JOE MORRIS, CITY ATTORNEY <i>JM</i>	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	N/A	ASST. CITY MANAGER:	KAREN DALY <i>KD</i>
BUDGET:	N/A	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>

BUDGET	
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EXPENDITURE REQUIRED: \$	N/A
AMOUNT BUDGETED/REALLOCATION: \$	N/A
ADDITIONAL APPROPRIATION: \$	N/A

RECOMMENDED ACTION

Adopt Resolution No. 10-26 to enable the lane closure on S.H. 6 for the Red, White and Blue Festival.

EXECUTIVE SUMMARY

In years past, the Public Works Department has worked with the Texas Department of Transportation (TxDOT) to facilitate the flow of traffic into and out of the parking areas at the City's annual Red White and Blue Festival. A few years ago, TxDOT changed their requirements for special events. A lane closure along State Highway 6, which used to be handled with a lane closure permit, now requires an agreement adopted by City Council resolution.

In order to accommodate an anticipated crowd of 25,000, it will be necessary to close one north bound lane of State Highway 6. This will allow traffic to access Oyster Creek parking as well as accommodate the shuttle service that will run between Mercer Stadium and the park. The Public Works Department recommends the City Council adopt Resolution No. 10-26 to enable the lane closure on S.H. 6 for the Red White and Blue Festival to be held on July 4, 2010.

EXHIBITS

RESOLUTION NO. 10-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR THE APPROVAL OF THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF SUGAR LAND FOR THE TEMPORARY CLOSURE OF ONE LANE OF STATE HIGHWAY 6 FOR THE PURPOSE OF THE RED, WHITE AND BLUE FEST TO BE HELD JULY 4, 2010.

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:**

Section 1. That the certain Agreement between the State of Texas and the City of Sugar Land for the temporary closure of one lane of State Highway 6, attached hereto and made a part thereof, is approved, and the City Manager is authorized to execute the agreement on behalf of the City of Sugar Land, and to transmit it to the State of Texas for appropriate action.

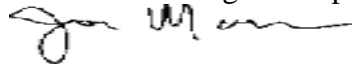
PASSED AND APPROVED on _____, 2010.

James A. Thompson, Mayor

ATTEST:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:



Attachment: Agreement for the Temporary Closure of State Right-of-Way

STATE OF TEXAS §

COUNTY OF TRAVIS §

**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 Sugar Land, Texas, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

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 State Highway 6, in Fort Bend, County; and

WHEREAS, the City has requested the temporary closure of one north bound lane of State Highway 6, for the purpose of The Red White, Blue Festival, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City'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 15th day of June, 2010, the Sugar Land City Council passed Resolution No.10-26, 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

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 description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City 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 City 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.

C. The City 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.

D. The City 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 City 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 City 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.

E. The City 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 City's traffic control plan.

F. The City 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 roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

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 City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City 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 City 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 City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City 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 City and the State.

Article 10. COMPLIANCE WITH LAWS

The City 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:

City:	State:
<u>City of Sugar Land</u>	Texas Department of Transportation
<u>Attention: David Worley</u>	_____
<u>P.O. Box 110</u>	_____
<u>Sugar Land Texas, 77487-0110</u>	_____

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.

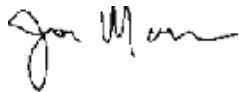
THE CITY OF SUGAR LAND

Executed on behalf of the City by:

By _____ Date _____
Allen Bogard, City Manager

Typed or Printed Name and Title Allen Bogard
City Manager

Reviewed for Legal Compliance:



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 _____ Date _____
District Engineer

Exhibit A



Red White & Bluefest

July 4th, 2010
5 p.m. – 9:30 p.m.
Oyster Creek Park

The skies over Oyster Creek Park will once again be ablaze with fireworks for the City's annual 4th of July Red, White and Bluefest. Before the spectacular fireworks finale there will be plenty of entertainment and activities for all ages to enjoy with bands, stilt walkers, jugglers, a special children's stage and activity zone, and booths run by local organizations and businesses. Entertainment and activities will start at 5 p.m. with fireworks due to start at approximately 9 p.m. For more information, please call the Parks and Recreation Department, 281-275-2885, or visit the City's website at www.sugarlandtx.gov.



Exhibit C

THE CITY OF SUGAR LAND WILL BE REMOVING 20' OF CURB FOR THE EASY INGRESS OF TRAFFIC FROM THE OVERFLOW PARKING SHOWN ON THE SOUTHWEST QUADRANT OF THE MAP. A TYPE C ASPHALT APRON WILL BE INSTALLED BEHIND THE CURB LINE SO THE SOIL WILL NOT WASH ONTO ROADWAY WHILE CURB IS REMOVED. THE SUBJECT CURB WILL THEN BE REPLACED THE WEEK OF JULY 5, 2010 AND THE ASPHALT APRON WILL ALSO BE REMOVED AT THIS TIME.

