

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

DEPARTMENT: Department of Transportation

AGENDA DATE: July 12, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Ted Marquez, (915) 621-6814 Marqueztx@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

SUBJECT:

A Resolution that the City Manager be authorized to sign a City Pride Sign Agreement between the City of El Paso ("City") and the State of Texas, Texas Department of Transportation ("TxDOT"), allowing the City to place City Pride ("All-America City") signs within TxDOT right-of-ways for the purpose of informing motorists entering the City of the recognition of the City being awarded and recognized as an All-America City.

BACKGROUND / DISCUSSION:

This Resolution allows the City the city to place ("All-America City") signs within TxDOT right-of-ways for the purpose of informing motorists entering the City of the recognition that the City of El Paso was awarded and was recognized as an All-America City.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

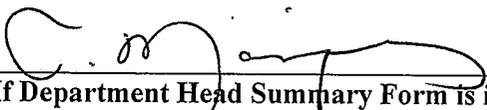
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a City Pride Sign Agreement between the City of El Paso ("City") and the State of Texas, Texas Department of Transportation ("TxDOT"), allowing the City to place City Pride ("All-America City") signs within TxDOT right-of-ways for the purpose of informing motorists entering the City of the recognition of the City being awarded and recognized as an All-America City.

ADOPTED this the ____ day of _____, 2011.

THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Ted Marquez, Deputy Director
Department of Transportation



TxDOT Form 2020
(rev. 7/7/2005)

Application for Participation in the City Pride Sign Program

Date: September 23, 2010

To the Texas Department of Transportation, c/o District Engineer, El Paso, Texas

This form must be received at least 14 days prior to the requested date of placement.

Formal notice is hereby given that the city of El Paso, TX proposes to place a City Pride sign within the right-of-way of I-10 E @ Anthony Exit 0, I-10W @ Horizon, US 54 S @ State Line Rd., US 62/180 W @ Zaragosa

in El Paso County, Texas.

Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet (Page 2).

The City Pride sign will be placed 20' and 6' feet from the edge of the roadway.

NOTE: All City Pride signs shall conform to TxDOT Standards and specifications.

The City Pride sign will have the following characteristics:

Mounting Height: 7' Sign Height: 6' Sign Width: 8' and 4'

Thickness: see specs attached Sign Material: see specs attached

Dimensions of Sign Support: see specs attached Material of Sign Support: see specs attached

Proposed Text: WELCOME TO EL PASO, TX AN ALL-AMERICA CITY

Background Color: see specs attached Legend Color: see specs attached

Provide sketch here or on an attached sheet:

By (print): Leila Melendez

Signature: *Leila Melendez*

Address: 2 Civic Center Plaza

El Paso, TX 79901

Phone: 915-541-4859

STATE OF TEXAS §
COUNTY OF TRAVIS §

CITY PRIDE SIGN AGREEMENT

THIS AGREEMENT, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State," represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the City of EL PASO, TEXAS, hereinafter called the "City."

WITNESSETH

WHEREAS, the State owns, operates, and maintains a system of highways for public use and benefit, in the City of EL PASO, TEXAS; and

WHEREAS, the City desires and has requested authority to construct or have reconstructed the City Pride Sign along the roadway(s) of:

- I-10 E @ Anthony Exit 0
 - I-10 W @ Horizon Blvd.
 - US 54 @ State Line Rd.
 - US 62/180 @ Zanagosa
- _____ and

at the location(s) shown on construction plans, attached hereto and made part of this Agreement.

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, and in accordance with Title 43, Texas Administrative Code, Chapter 25, Subchapter H, it is agreed as follows:

AGREEMENT

Article 1. General

The State grants to the City permission to construct or to have reconstructed, the City Pride Sign(s) within the right-of-way as shown on construction plans and to be maintained by the City as stipulated in the Municipal Maintenance Agreement with the City of EL PASO, TEXAS, dated _____, 2010.

Article 2. Plans, Specifications and Construction Procedures

A. The City, at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed City Pride Sign(s), State approved breakaway sign supports, foundations, appurtenances, and incidental items. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given, no changes or alterations shall be made without the written approval of the State.

B. The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, (TxDOT District), Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.

C. The City, its contractor(s), or agents shall submit a traffic control plan as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and

protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or desirable to modify the traffic control measures as specified, prior approval must be obtained from the State's District Engineer in (TxDOT District).

D. The City shall construct, or have constructed, at its entire cost and expense, the proposed City Pride Sign(s) and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or their authorized representative. The City, its contractor(s) or agents shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse affect on public use of the highway or the safety and convenience of the traveling public.

E. Upon completion of the work authorized herein, the City shall submit copies of the as-built plans and specifications, including any changes or alterations, showing the City Pride Sign(s) in their completed state within 45 days to the State's District Engineer in (TxDOT District) for permanent records of the State.

F. The City agrees to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, and/or bridge owned by the State, when such damages are caused by the city's construction, operations, maintenance or rehabilitation on said roadway. Whenever funds are paid by the City to the State under this Agreement, the City shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." To the extent allowed by law, the City also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or growing out of or in any manner connected with work on said roadway project including, but not limited to, all court costs, attorney fees and other expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the State from defending any such suits brought against it. In addition, the City shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms, and maintain the required insurance coverages in full force and effect during any period that work is performed on the State right-of-way. Adequate insurance, as a minimum, shall mean the City contractor(s) shall furnish the State with the Texas Department of Transportation's Certificate of Insurance covering the below listed insurance coverages.

- 1) Worker's Compensation Insurance Amount – Statutory
- 2) Comprehensive General Liability Insurance

Amounts	Bodily Injury	\$600,000 combined single limit each.
	Property Damage	occurrence and in the aggregate

OR

- Commercial General Liability Insurance

Amounts	Bodily Injury	\$250,000 each person
	Property Damage	\$100,000 each occurrence

- ~~3) Texas Business-Automobile Policy~~

Amounts	Bodily Injury	\$250,000 each person
	Property Damage	\$100,000 each occurrence

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B, and C above. A certified copy of these endorsements shall be submitted to the State with the evidence of coverage. The City and/or its contractor(s) shall be responsible for any deductions stated in the policy.

Article 3. Location

A. One City Pride and/or a Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), Keep Texas Beautiful (KTB) Sign shall be allowed per eligible highway entrance to the City. A City Pride Sign shall be located on the right-hand side of the roadway unless otherwise approved in writing by the State. A City Pride Sign shall be located between 300 and 800 feet of the city limits at a location approved by the State. A City Pride Sign shall take advantage of the natural terrain, have the least impact on the scenic environment, avoid visual conflict within the State highway right-of-way, have a lateral offset greater than existing guide signs, not block the motorist's view of existing traffic control signs, and be placed in locations other than hanging above the highway.

B. A City Pride Sign shall not be located adjacent to the main lanes of full controlled access highway; however, a City Pride Sign may be located on the right-hand side of the access road.

C. The city may landscape the area adjacent to the City Pride Sign(s) upon written approval of the plans by the State's District Engineer in the (TxDOT District) District. Only small plants, flowers, and shrubbery will be allowed. Permanent structures or items such as large stones, masonry, berms, landscape timbers, etc. shall not be allowed. The State assumes no responsibility for watering, maintenance or damage due to State maintenance and construction activities, fire, theft or vandalism.

Article 4. City Pride Sign

A. The sign face of a City Pride Sign or the combined total area of the attachment signs displayed shall not exceed 80 square feet total. A City Pride Sign shall not contain words, symbols, or messages that:

- 1) May be construed as advertising, including, but not limited to, the offering of products and services.
- 2) Contain notification of municipal ordinances or regulations, or
- 3) Resemble official traffic control devices.

B. Banners, flags, streamers, flashing lights, or other appurtenances shall not be attached to a City Pride Sign or sign supports. Sign supports shall be galvanized metal or painted solid white.

C. A City Pride Sign shall not be illuminated internally or externally.

D. A City pride Sign may contain the name of the city, message, or slogan no greater than eight inches in height. The City may include a seal or symbol that is commonly used to represent the City.

E. If a City Pride Sign requires background material, it shall be painted brown (Sherwin Williams #2315 or equivalent) or have brown reflective material affixed to the sign face meeting State specifications. Lettering upon the brown background shall be white and may be any script or font. A white 2 inch border is optional. Lettering and border shall be

painted white (Sherwin Williams #2130 or equivalent) or have white reflective material affixed to the sign face meeting State specifications.

Article 5. Attachment Signs

A. Attachment signs or civic information signs are provided by a non-profit civic organization or governmental entity that display points of Interest or geographical, recreational, cultural, or civic information. A civic organization must be located within or have a member who resides in the City, and complies with all applicable law concerning the provisions of public accommodation without regard to race, religion, color, sex, or national origin.

B. Attachment signs may be any color or combination of colors and may be in any design or shape. Attachment signs shall not be greater than 48 inches in width and 36 inches in height, and shall not consist of text, symbols, trademarks or a legend message identifying the name or abbreviation of a commercial establishment, service or product, or contain supplemental address or directional information such as meeting dates or locations.

C. A civic organization shall apply to the City for permission to display an attachment sign upon the City Pride Sign. The City shall notify/contact the civic organization in writing if the civic organization does not meet the requirements of eligibility as stated herein. The civic organization shall have 30 calendar days after written notification to meet the requirements herein.

D. The City shall approve all attachment signs and determine the order, arrangement, and duration of display. Attachment signs shall be placed upon a City Pride Sign and shall not overlap.

E. A civic organization shall have only one attachment sign per City Pride Sign unless the City and civic organization agree to said organization's multiple attachment signs upon a City Pride Sign.

F. The City shall remove an attachment sign of a participating civic organization if the civic organization ceases to exist, does not meet the requirements stated herein, or has not provided a replacement sign after 60 days of the City or State's written notification that the attachment sign is damaged, broken, faded, or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental damage, or other cause.

Article 6. Miscellaneous

A. Signs from the TCEQ, THC, or KTB, Proud Community Program signs, shall be erected and maintained to State specifications at the sole expense of the City. Signs shall not be allowed as attachments to State signs or sign supports.

B. Attachment signs not relocated to a City Pride Sign, TCEQ, THC, or KTB signs or other approved locations will be removed by the State at the expense of the City.

C. The State shall not require fees from the City for participating in the City Pride Sign Program. The city shall not require fees from the civic organizations or governmental entities for display upon a City Pride Sign.

D. While installing or maintaining a City Pride Sign, the City shall cooperate with any State contractor working on the State highway system at that location.

E. In the event that the State determines that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility for reasons other than those specified herein, the City shall be responsible for all costs necessary for removal and relocation of the City Pride Sign.

F. The City shall remove a City Pride Sign if it has not provided a replacement sign within 60 calendar days of written notification from the State that the sign is damaged, broken, faded or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental or other cause. After 60 days, the City Pride Sign not removed or replaced will be removed by the State at the expense of the city. The State may terminate this agreement upon default of the city.

G. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

IN TESTIMONY WHEREOF, the parties hereto have affixed their signatures, the City of EL PASO, TEXAS on the ____ day of _____, 2010, and the State on the ____ day of _____, 2010.

THE CITY OF EL PASO, TEXAS
Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title JOYCE WILSON
CITY MANAGER

ATTEST:

By _____ Date _____

Typed or Printed Name and Title _____

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.

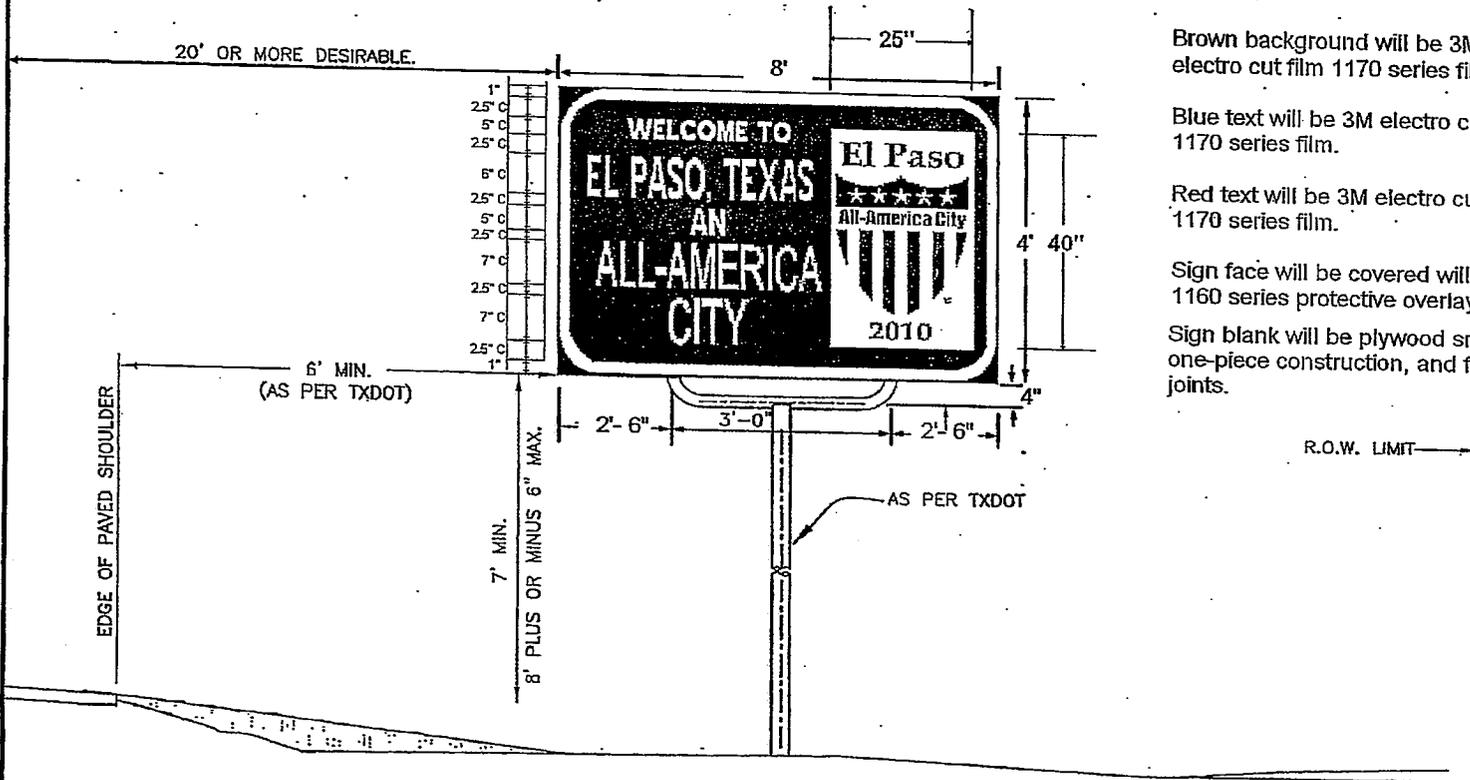
By _____ Date _____
_____ District Engineer

APPROVED AS TO FORM:



Elizabeth Ryhmann
Assistant City Attorney

OPTION B
SINGLE POST WITH HORN



*NOTE
White text will be 3M High Intensity Sheeting 3930 series.

Brown background will be 3M electro cut film 1170 series film.

Blue text will be 3M electro cut film 1170 series film.

Red text will be 3M electro cut film 1170 series film.

Sign face will be covered with 3M 1160 series protective overlay film.

Sign blank will be plywood smooth, weather-resistant, of one-piece construction, and free of either scarf or finger joints.

PROPOSED CITY PRIDE SIGNS FOR TXDOT RIGHT-OF-WAY

TOTAL SQUARE FOOTAGE OF SIGN IS 32 SQ.FT.