

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

DEPARTMENT: City Development Department

AGENDA DATE: December 3, 2013, Consent Agenda

CONTACT PERSON NAME AND PHONE NUMBER: Shamori Whitt, (915) 541-4477, whittSR@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

SUBJECT:

That 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 for the temporary closure and use of State owned portions of Mesa Street and Texas Avenue (SH20) during The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade on Saturday, December 7, 2013 from 12:00pm to 10:00pm, an event scheduled to exceed four hours in length and found by the City to serve a public purpose. (CSEV13-00027).

BACKGROUND / DISCUSSION:

The City of El Paso Parks and Recreation Department has requested permission to utilize portions of Mesa Street and Texas Avenue (SH20) during The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade on Saturday, December 7, 2013 from 12:00pm to 10:00pm. The closures will prevent access for a period in excess of four hours. As such, TxDOT requires the Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30 A) to be completed by the City of El Paso. Traffic Control Services will be provided by the City of El Paso Police Department.

The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade is a City-Initiated and City-Sponsored Event. As part of the approval process, the City of El Paso has provided proof of Self Insurance as a Governmental Entity under the Texas Tort Claims Act.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

**Mathew S. McElroy, Director
City Development Department**

Information copy to appropriate Deputy City Manager

RESOLUTION

WHEREAS, The City of El Paso Parks and Recreation Department desires to host The Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade from 12:00pm to 10:00pm, Saturday, December 7, 2013 (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 City has permission to utilize portions of City rights-of-way for the Event; and

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit 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 Events wishes to cooperate with the City, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EL PASO:

That 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 for the temporary closure and use of State owned portions of Mesa Street and Texas Avenue (SH20) during The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade on Saturday, December 7, 2013 from 12:00pm to 10:00pm, an event scheduled to exceed four hours in length and found by the City to serve a public purpose.

ADOPTED this 3rd day of December, 2013.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser,
Mayor

Richarda Duffy Momsen,
City Clerk

(Signatures continue on following page)

APPROVED AS TO FORM:

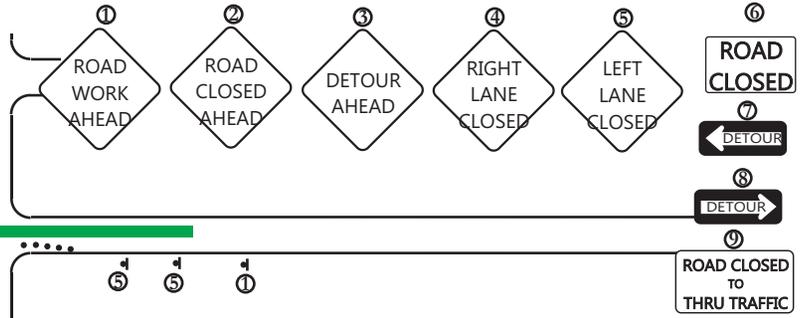
Lauren Ferris
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development Department

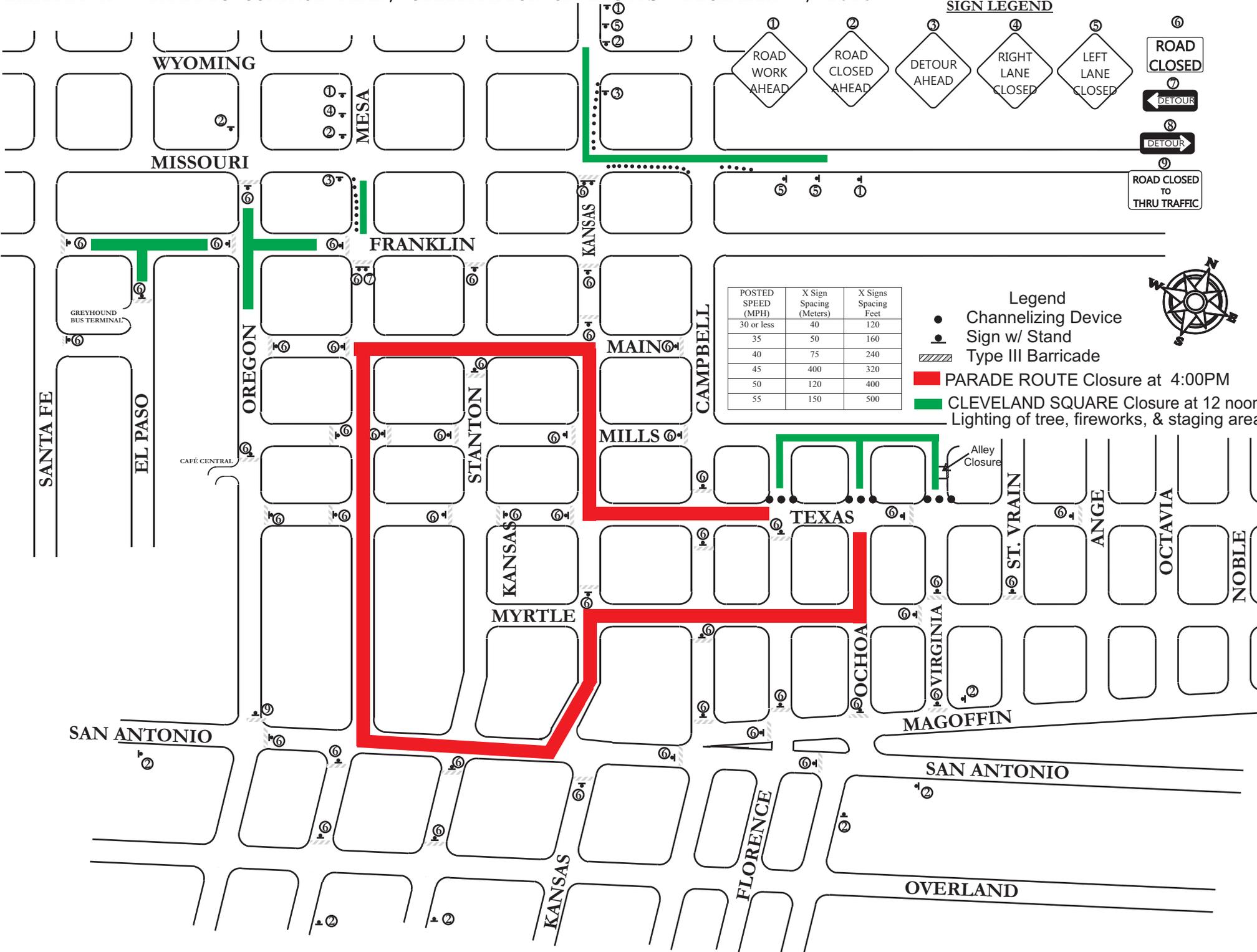
EXHIBIT A: TRAFFIC CONTROL PLAN, CELEBRATION OF LIGHTS- DECEMBER 7, 2013

SIGN LEGEND



POSTED SPEED (MPH)	X Sign Spacing (Meters)	X Signs Spacing Feet
30 or less	40	120
35	50	160
40	75	240
45	400	320
50	120	400
55	150	500

- Legend**
- Channelizing Device
 - Sign w/ Stand
 - ▨ Type III Barricade
 - █ PARADE ROUTE Closure at 4:00PM
 - █ CLEVELAND SQUARE Closure at 12 noon
 - Lighting of tree, fireworks, & staging area



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 and Texas Avenue (SH20) in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa Street and Texas Avenue (SH20) for the purpose of The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade, from 12:00 pm to 10:00 pm Saturday, December 7, 2013 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 3rd day of December, 2013, 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:

AGREEMENT

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 shall be attached hereto along with a location map included "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 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: Joyce Wilson City Manager 300 N. Campbell El Paso, Texas 79901	Texas Department of Transportation Attn: Robert Bielek, 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:

_____ Date _____
 Joyce Wilson
 City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Lauren Ferris
 Assistant City Attorney

 Mathew S. McElroy, Director
 City Development 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 _____ Date _____

Robert Bielek, P.E.,
El Paso District Engineer

STATE OF TEXAS §

COUNTY OF EL PASO §

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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 3rd day of December, 2013, 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

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Executed on behalf of the local government by:

_____ Date _____
 Joyce Wilson
 City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Lauren Ferris
 Assistant City Attorney

 Mathew S. McElroy, Director
 City Development 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 _____ Date _____

Robert Bielek, P.E.,
El Paso District Engineer

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



November 25, 2013

Texas Department of Transportation
ATTN: Robert Bielek, P. E.
El Paso District Engineer
13301 Gateway West
El Paso, Texas 79928-5410

Re: Temporary closure of Mesa Street (SH20) for the purpose of The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade, from 12:00 pm to 10:00 pm Saturday, December 7, 2013

Dear Mr. Bielek:

The purpose of this letter is to verify that the City of El Paso is a governmental entity as that term is defined in the Texas Tort Claims Act and as such operates under a policy of self-insurance. If you have any questions, you may contact me at 915-541-4448.

Very truly yours,

Irene Y. Morales
Deputy Director
Human Resources
City of El Paso

Mayor
Oscar Leeser

City Council

District 1
Ann Morgan Lily

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Eddie Holguin Jr.

District 7
Lily Limón

District 8
Cortney C. Niland

City Manager
Joyce A. Wilson

HUMAN RESOURCES DEPARTMENT

300 NORTH CAMPBELL, EL PASO, TEXAS 79901 · 915-541-4500
BENEFIT SERVICES · 915-541-4208 · FAX 888-504-7142

Service with Honesty & Respect www.elpasotexas.gov

EL PASO. IT'S ALL GOOD.



R E S O L U T I O N

WHEREAS, The City of El Paso Parks and Recreation Department desires to host The Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade from 12:00pm to 10:00pm, Saturday, December 7, 2013 (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 City has permission to utilize portions of City rights-of-way for the Event; and

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EL PASO:

That 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 for the temporary closure and use of State owned portions of Mesa Street and Texas Avenue (SH20) during The City of El Paso Celebration of Lights Christmas Tree Lighting Ceremony and Holiday Lights Parade on Saturday, December 7, 2013 from 12:00pm to 10:00pm, an event scheduled to exceed four hours in length and found by the City to serve a public purpose.

ADOPTED this 3rd day of December, 2013.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser,
Mayor

Richarda Duffy Momsen,
City Clerk

(Signatures continue on following page)

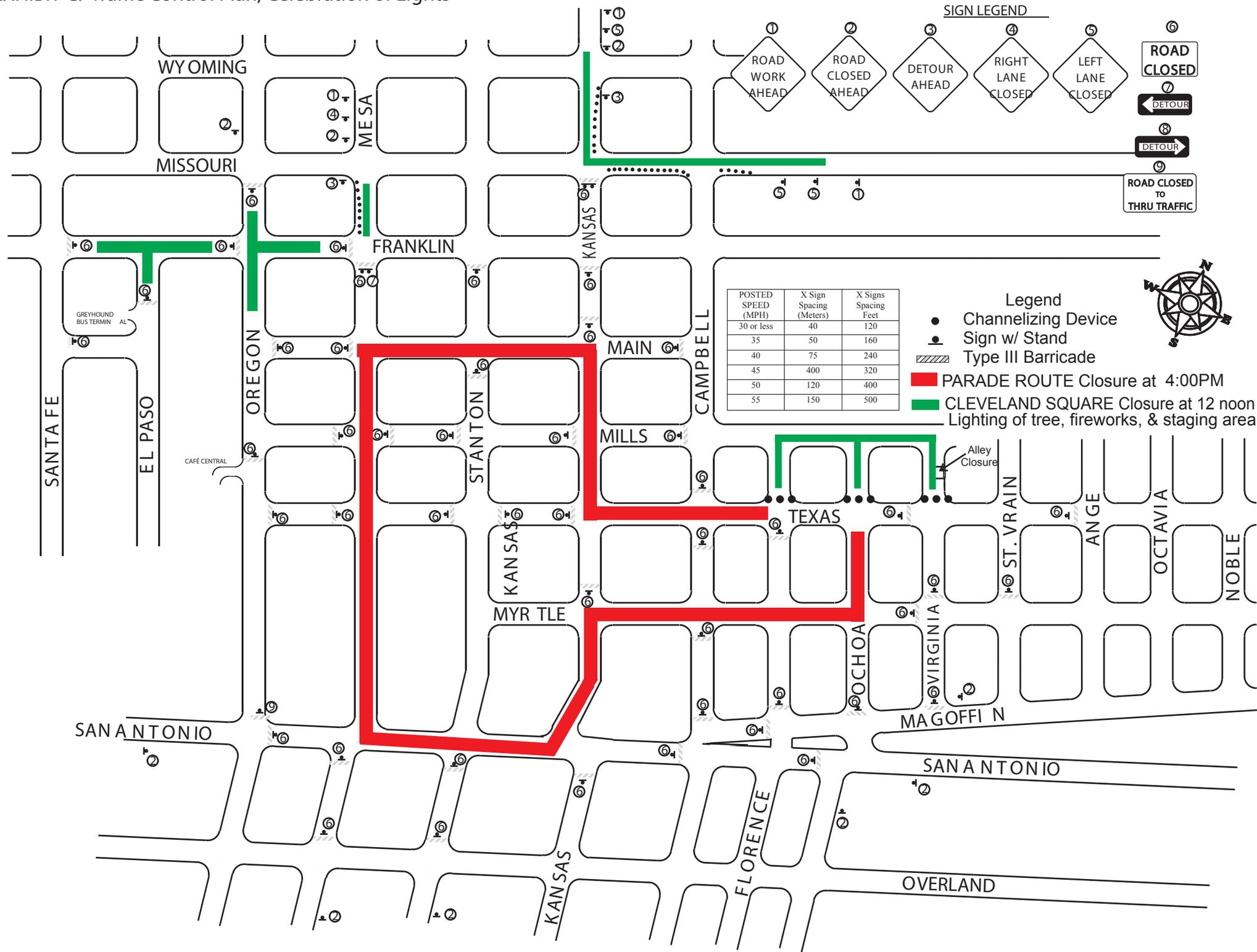
APPROVED AS TO FORM:

Lauren Ferris
Assistant City Attorney

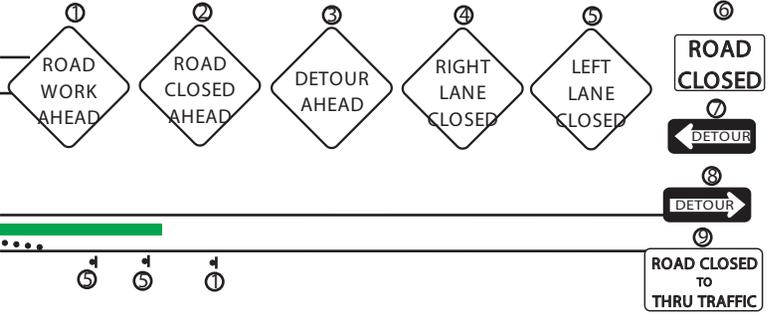
APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development Department

EXHIBIT C: Traffic Control Plan, Celebration of Lights



SIGN LEGEND



POSTED SPEED (MPH)	X Sign Spacing (Meters)	X Signs Spacing Feet
30 or less	40	120
35	50	160
40	75	240
45	400	320
50	120	400
55	150	500

- Legend
- Channelizing Device
 - Sign w/ Stand
 - ▨ Type III Barricade
 - █ PARADE ROUTE Closure at 4:00PM
 - █ CLEVELAND SQUARE Closure at 12 noon
 - Lighting of tree, fireworks, & staging area



Alley Closure



CSEV13-00027: Celebration of Lights

- **APPLICANT:** City of El Paso Parks and Recreation Department
- **OFFICIAL NAME:** Celebration of Lights Tree Lighting Ceremony & Holiday Lights Parade
- **EVENT DATE & TIME:** Saturday, December 7, 2013- 4:30p to 7:30p
- **TRAFFIC CONTROL:** December 7, 2013
 - **Cleveland Square Park Area:** 12noon to 10pm
 - **Parade Route:** 4pm to 10pm
- **LOCATION OF ASSEMBLY:** City Parking Lots on Mills between Ochoa & Virginia/Mills, Florence, Ochoa & Virginia
- **CELEBRATION LOCATION:** Cleveland Square Park
- **PARADE ROUTE:** Starting on Ochoa and Texas, South on Ochoa, Right on Myrtle, left on Kansas, right on San Antonio, right on Mesa, right on Main, right on Kansas, left on Texas, and disassembles on Texas and Florence.

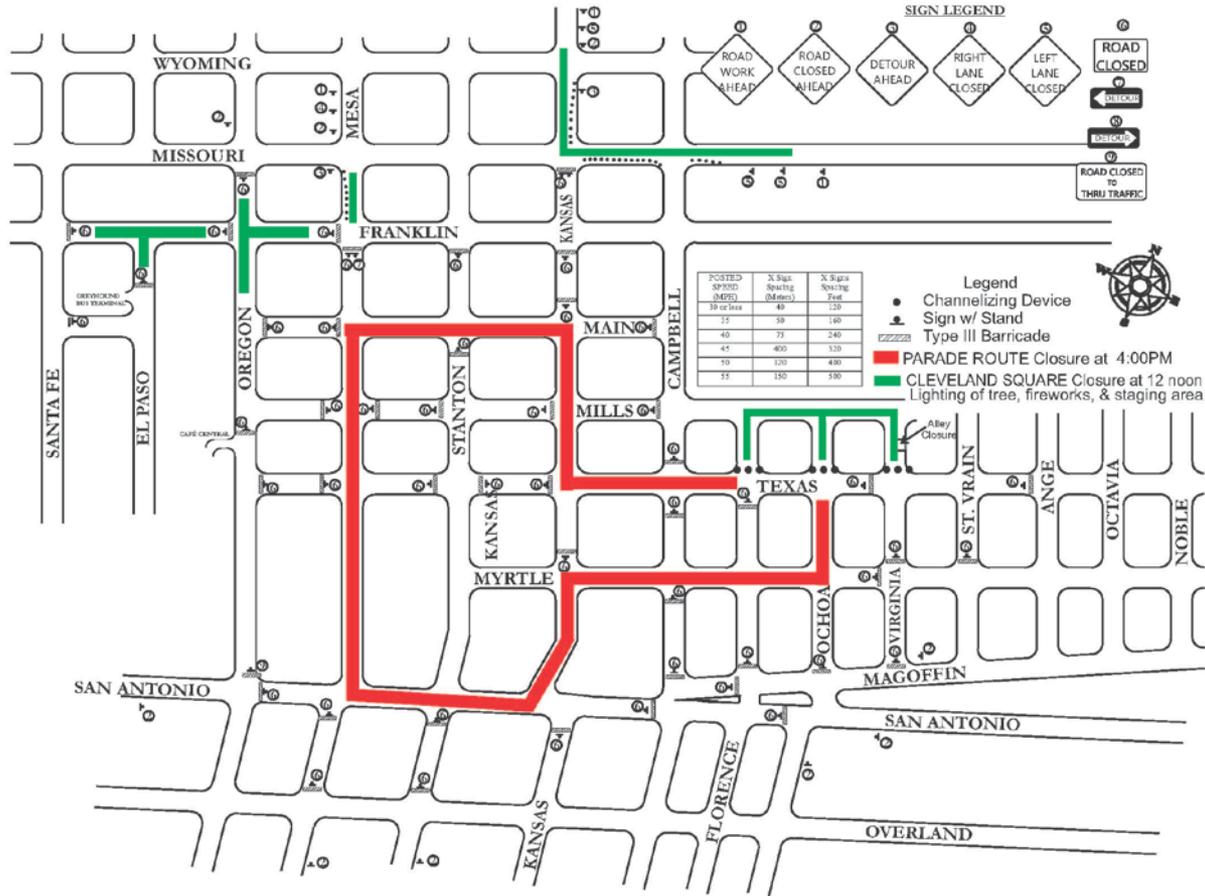


CSEV13-00027: Celebration of Lights

- **REQUESTED CITY COUNCIL ACTION:**
 - City Council approve the Resolution authorizing the City Manager to sign the Agreement for the Temporary Closure of State Right-of- Way (Form TEA 30 A) required by the Texas Department of Transportation (TXDot) for closures of State ROW within the El Paso City Limits for a period in excess of four hours.
 - Applicable to portions of Mesa Street and Texas Avenue (SH20)



CSEV13-00027: Traffic Control Plan





Official Celebration of Lights Parade & Holiday Lighting Ceremony
December 7, 2013 (4:30pm – 7:30pm)

