



VILLAGE OF SALADO  
RESOLUTION

No. 038

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS, AUTHORIZING THE AGREEMENT WITH TXDOT TO CLOSE MAIN STREET FOR THE CHRISTMAS PARADE.

**WHEREAS**, the Village Board of Aldermen seek to celebrate the Christmas holidays with a parade down Main Street in Salado; and

**WHEREAS**, the Christmas Parade serves a public purpose by enkindling a spirit of community among the citizens of Salado; and


**WHEREAS**, the Village Board of Aldermen wish to enter into an agreement with the Texas Department of Transportation on the closure of Main Street for such parade.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, BELL COUNTY, TEXAS, THAT:**

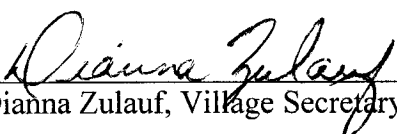
1. The Mayor is hereby authorized to enter into and sign an agreement (sample attached) for temporary closure of a state right-of-way, namely Main Street, Salado, Texas as indicated on the attached map.
2. The Village of Salado Police Department and Volunteer Fire Department are in full agreement with the closure of Main Street to conduct a Christmas Parade on Thursday, December 1, 2005 beginning at 5:30PM and ending at approximately 6:15PM, and are prepared to assist the parade and any traffic or fire issues that may arise during the parade.

**PASSED AND APPROVED** this the 16th day of June, 2005 by 4 (ayes) to 0 (nays) to 0 (abstentions) vote of the Board of Aldermen of the Village of Salado, Texas.

THE VILLAGE OF SALADO, TEXAS

  
\_\_\_\_\_  
Rick Ashe, Mayor

ATTEST:

  
\_\_\_\_\_  
Dianna Zulauf, Village Secretary

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

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Main Street, in Bell County; and

**WHEREAS**, the City has requested the temporary closure of Main Street for the purpose of Christmas Parade, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the \_\_\_\_\_ 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**

**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:

<b>City:</b>	<b>State:</b>
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

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** \_\_\_\_\_

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

City Official

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

**Exhibit A**

Agreement No. \_\_\_\_\_

**Exhibit B**

**Exhibit C**

Agreement No. \_\_\_\_\_





**SALADO POLICE DEPARTMENT**  
313 Stagecoach Road Salado, Texas 76571  
Phone (254)947-5681

October 27, 2004

David J. Pitman  
Texas Department of Transportation  
P.O. Box 119  
Belton, Texas 76513

Dear Mr. Pitman;

This letter is in regards to a request for temporary closure of Main Street (F.M. 2268) that runs through the Village of Salado, Bell County; for the Christmas Parade.

The parade will be held Thursday December 1, 2005 beginning at 5:30pm and ending at approximately 6:15pm. The closure of Main Street will begin just a little prior to 5:00pm and we will re-open Main Street after the parade is completed.

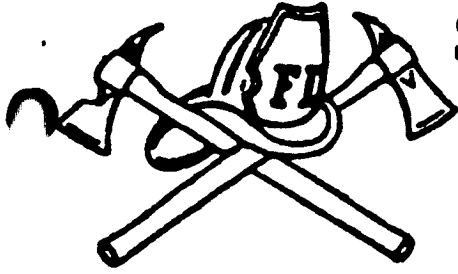
The parade route begins at Center Circle and Royal. The parade will travel west on Royal towards Main Street. At Main Street and Royal the Parade will then turn North on Main Street and continue Northbound to The Salado Civic Center where the participants will enter the parking lot of the civic center.

My officers and I (4 personnel total) will work the parade With the police department being small I will request the assistance of the Salado Fire Department for assistance with traffic control in order to ensure that the parade is conducted in a safe manner.

Sincerely;

A handwritten signature in cursive script that reads "Alan R. Rogers".

Alan R. Rogers  
Chief of Police



# Salado Fire Department

P.O. Box 503

Salado, Texas 76571

Tel. 254-947-8961 • Fax 254-947-1006

Village of Salado  
P.O. Box 219  
Salado, TX 76571

To Whom It May Concern:

We are aware of the road closure during the Salado Christmas Parade on December 1, 2005 from 5:30 until 6:15 p.m. We have contingency plans for fire protection and first responder during that time.

Sincerely,

Wayne Rutherford  
Chief, Salado Volunteer Fire Department

April 2, 2005

David J. Pittman  
Texas Department of Transportation  
1506 Holland Rd.  
Belton, TX 76513

Dear Mr. Pittman,

This is a formal request for approval of temporary closure of Main Street (Farm Road 2268), that runs through the Village of Salado, Bell County, for the Village of Salado Christmas Parade.

The Parade will be held, Thursday, December 1, 2005 beginning at 5:30 PM and ending approximately at 6:15PM. The temporary closure will begin shortly before the start of the parade and will reopen at the end of the parade.

The section of Farm Road 2268 that this refers to is from the intersection of Royal St. and Farm Road 2268 extending through the Village of Salado to the Civic Center and ending no further than the intersection of Farm Road 2268 and Carriage St. (just past the Civic Center).


The 2005 Christmas Parade will greatly enhance the annual Christmas Stroll and in turn enkindle a spirit of community as various civic, church and school organizations will be invited to participate. There will be different modes of expression for the groups participating in our Sixth Annual Christmas Stroll Parade. Some will be riding on floats, golf carts, riding horseback or in drawn carriages while being overseen with law enforcement vehicles and local fire trucks.

The Village of Salado is expecting around 500 to 1000 people to be lined up along Main Street to enjoy this festive occasion. Coordination has been made with the Salado Police Department and the Fire Department for appropriate access during the parade to respond to any emergencies.

Enclosed with this letter is the proposed parade route, along with letters from The Police Chief and the Fire Chief of Salado. Notice on the Salado map that the parade route is highlighted in yellow and the roadblocks are in pink. The police and fire departments assure us that there will be no problem in enforcing these changes for that evening.

On behalf of the Village of Salado, we would greatly appreciate the approval of the requested temporary road closure so we can continue with the planning of this exciting Christmas event.

Sincerely,



Rick Ashe  
Mayor of Salado