

STATE OF TEXAS §

COUNTY OF §

**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 Breckenridge, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including US HWY 180, in Stephens, County; and

**WHEREAS**, the local government has requested the temporary closure of US Highway 180 (Walker Street) for the purpose of Homecoming Parade, from 09/13/2023 to 09/13/2023 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 1st day of August, 2023, the Breckenridge City Council passed Resolution / Ordinance No. 2023-17, 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:

**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 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 and identified as "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:

| <b>Local Government:</b> | <b>State:</b>                      |
|--------------------------|------------------------------------|
| City of Breckenridge     | Texas Department of Transportation |
| 105 N. Rose Ave          | 2495 Highway 183 North             |
| Breckenridge, TX 76424   | Brownwood, TX 76802                |

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.

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

**THE CITY OF BRECKENRIDGE**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title BOB SIMS, MAYOR

**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**

**DESCRIPTION OF EVENT:**

**HOMECOMING PARADE**

**Exhibit B**

**RESOLUTION 2023-17  
ATTACHED**

**Exhibit C**

**Stephens County – US Hwy 180  
# of Lanes: 4**

**Date: September 13, 2023  
Estimated Attendance: 400-800 People**

**Equipment Involved will include, but not be limited to the following:**

- 1. Tractor & Vehicle/ Trailer Drawn Floats**
- 2. Horse Drawn Wagons**
- 3. Mounted Riding Groups**
- 4. Marching Band**
- 5. Dance Groups**
- 6. Walking Groups (Goody Toss)**
- 7. New and Antique Automobiles**
- 8. Motorcycle & ATV's**
- 9. Fire & Police Vehicles**
- 10. Buses**
- 11. EMS Vehicles**



**RESOLUTION NO. 2023-17**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 180 FOR A PARADE ASSOCIATED WITH THE BRECKENRIDGE INDEPENDENT SCHOOL DISTRICT.**

**WHEREAS**, the City Commission of the City of Breckenridge is in cooperation with the State of Texas for the safety and convenience of the traveling public; and

**WHEREAS**, the City of Breckenridge requests the temporary closure of State Highway 180 on September 13, 2023, for a Homecoming Parade associated with the Breckenridge Independent School District; and

**WHEREAS**, the Homecoming Parade will be located within the City of Breckenridge incorporated area, and the closure will be performed within the State's requirements;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

That at a meeting of the City Commission held on the 1st day of August 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12 to comply with the rules and procedures established by said chapter and section.

This resolution is adopted so that the Homecoming Parade may be conducted on September 13, 2023

**PASSED AND APPROVED** this 1st day of August 2023.

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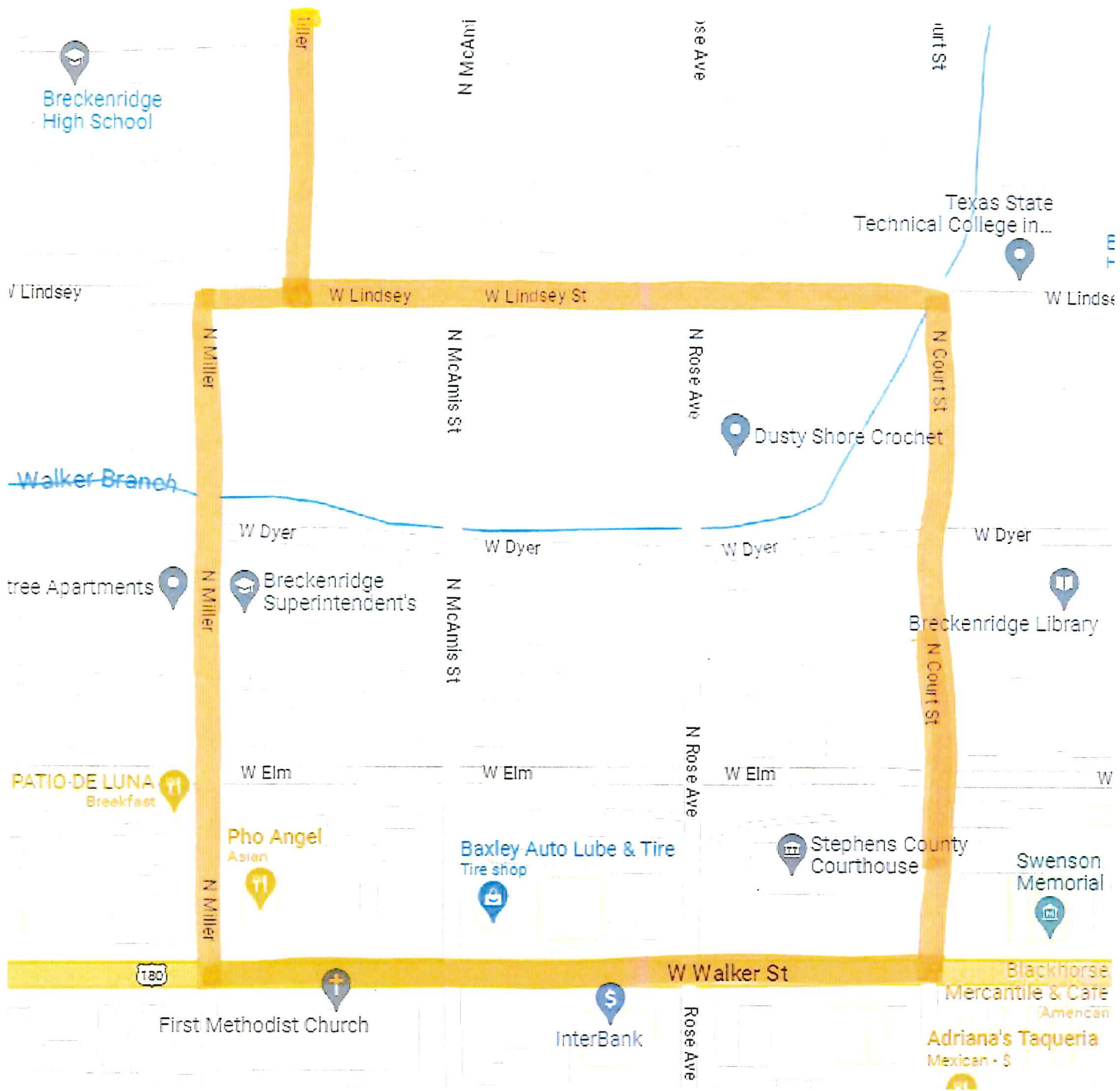
**Bob Sims,  
Mayor**

**ATTEST:**

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**Jessica Sutter, City Secretary**

SEAL



Breckenridge High School

Texas State Technical College in...

W Lindsey

Walker Branch

Tree Apartments

PATIO-DE LUNA Breakfast

Pho Angel Asian

Baxley Auto Lube & Tire Tire shop

Stephens County Courthouse

Swenson Memorial

First Methodist Church

InterBank

Adriana's Taqueria Mexican • \$

Blackhorse Mercantile & Cafe (American)

N McAmbi

Rose Ave

Court St

N Miller

N McAmbis St

N Rose Ave

N Court St

N Miller

N McAmbis St

N Rose Ave

N Court St

W Dyer

W Dyer

W Dyer

W Dyer

W Elm

W Elm

W Elm

W

W Walker St

Rose Ave

W

W Lindsey

Breckenridge Library

W



## ***BRECKENRIDGE POLICE DEPARTMENT***

July 25, 2023

To Whom It May Concern:

Please be advised that the Breckenridge Police Department will provide traffic control for the Breckenridge Homecoming parade scheduled Wednesday, September 13, 2023, from 7:00 P.M. until 7:45 P.M. The route taken is Miller to Walker to Court. Walker will be closed for approximately 45 minutes.

If anything further is required, please contact our department at (254) 559-2211 or by fax at (254) 559-7100.

Thank You,

A handwritten signature in black ink, appearing to read "Bacel Cantrell".

Bacel Cantrell,  
Chief of Police  
Breckenridge Police Department



# CERTIFICATE OF INSURANCE

Form 1560  
(Rev. 8/18)  
Previous editions of this form may not be used.  
Page 1 of 2

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Breckenridge ISD

Street/Mailing Address: 208 North Miller / P. O. Box 1738

City/State/Zip: Breckenridge, TX 76424

Phone Number: (254) 523-9600

### WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

| Carrier Name:         |               |                | Carrier Phone #: ( ) - |                                  |
|-----------------------|---------------|----------------|------------------------|----------------------------------|
| Address:              |               |                | City, State, Zip:      |                                  |
| Type of Insurance     | Policy Number | Effective Date | Expiration Date        | Limits of Liability:             |
| Workers' Compensation |               |                |                        | Not Less Than: Statutory - Texas |

### COMMERCIAL GENERAL LIABILITY INSURANCE:

| Carrier Name: Property Casualty Alliance |                |                 | Carrier Phone #: ( 405 ) 556 - 2363 |  |
|--|----------------|-----------------|-------------------------------------|--|
| Address: 12300 Dundee Ct. Suite 112      |                |                 | City, State, Zip: Cypress, TX 77429 |  |
| Type of Insurance:                       | Policy Number: | Effective Date: | Expiration Date:                    | Limits of Liability:                         |
| Commercial General Liability Insurance   | PC 215-901-22  | 9/1/2022        | 9/1/2023                            | Not Less Than:<br>\$ 600,000 each occurrence |

### BUSINESS AUTOMOBILE POLICY:

| Carrier Name: Property Casualty Alliance |                |                 | Carrier Phone #: ( 405 ) 556 - 2363 |  |
|--|----------------|-----------------|-------------------------------------|--|
| Address: 12300 Dundee Ct. Suite 112      |                |                 | City, State, Zip: Cypress, TX 77429 |  |
| Type of Insurance:                       | Policy Number: | Effective Date: | Expiration Date:                    | Limits of Liability:                               |
| Business Automobile Policy               | PC 215-901-22  | 9/1/2022        | 9/1/2023                            | Not Less Than:<br>\$ 600,000 combined single limit |

### UMBRELLA POLICY (If applicable):

| Carrier Name:      |                |                 | Carrier Phone #: ( ) - |                      |
|--------------------|----------------|-----------------|------------------------|----------------------|
| Address:           |                |                 | City, State, Zip:      |                      |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date:       | Limits of Liability: |
| Umbrella Policy    |                |                 |                        |                      |

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

Address

City, State, Zip Code

Edwards Risk Management, Inc.

1004 Marble Heights Dr.

Marble Falls, TX 78654

( 830 ) 693 - 2728

*Walther T*

9/7/2022

Authorized Agent's Phone Number

Authorized Agent Original Signature

Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.