

MEMORANDUM

To: Members of the City Commission

From: Jack Redmon, Acting City Manager

Date: August 2, 2018

Subject: Consider Approval of a Resolution Entering into a Landscape Maintenance Agreement with Texas Department of transportation

The local Texas Department of Transportation recently requested that we enter into the enclosed Landscape Maintenance Agreement which will be an amendment to the Municipal Maintenance Agreement dated July 14, 2016.

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways.

It is my recommendation to approve Chairman Larry Hurta to execute the Resolution entering into the landscape maintenance agreement.

Resolution No. _____

A RESOLUTION APPROVING THE AGREEMENT DATED _____, BETWEEN THE STATE OF TEXAS AND THE CITY OF MARSHALL, TEXAS, PRESCRIBING RESPONSIBILITIES FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON NON-CONTROLLED ACCESS STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF CITY OF MARSHALL, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS:

SECTION 1. That the certain agreement dated _____, between the State of Texas and the City of Marshall prescribing responsibilities for the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement dated July 14, 2016, and described and graphically shown as "State Maintained and Operated" in that agreement be and the same is , hereby approved; and that _____ is hereby authorized to execute said agreement on behalf of the City of Marshall, Texas and to transmit the same to the State of Texas for appropriate action.

DULY PASSED AND APPROVED by the City Commission of the City of Marshall, Texas, on this the _____ day of _____, 2018.

Ayes: _____

Nays: _____

Abstain: _____

APPROVED:

Larry Hurta, Chairman
Marshall City Commission

ATTEST:

Elaine Altman, City Secretary



LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 2018, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Marshall, Harrison County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated July 14, 2016, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

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, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Marshall, Texas on the _____ day of _____, year 2018, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

THE STATE OF TEXAS

CITY OF Marshall, Texas

By _____
(Title of Signing Official)

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, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

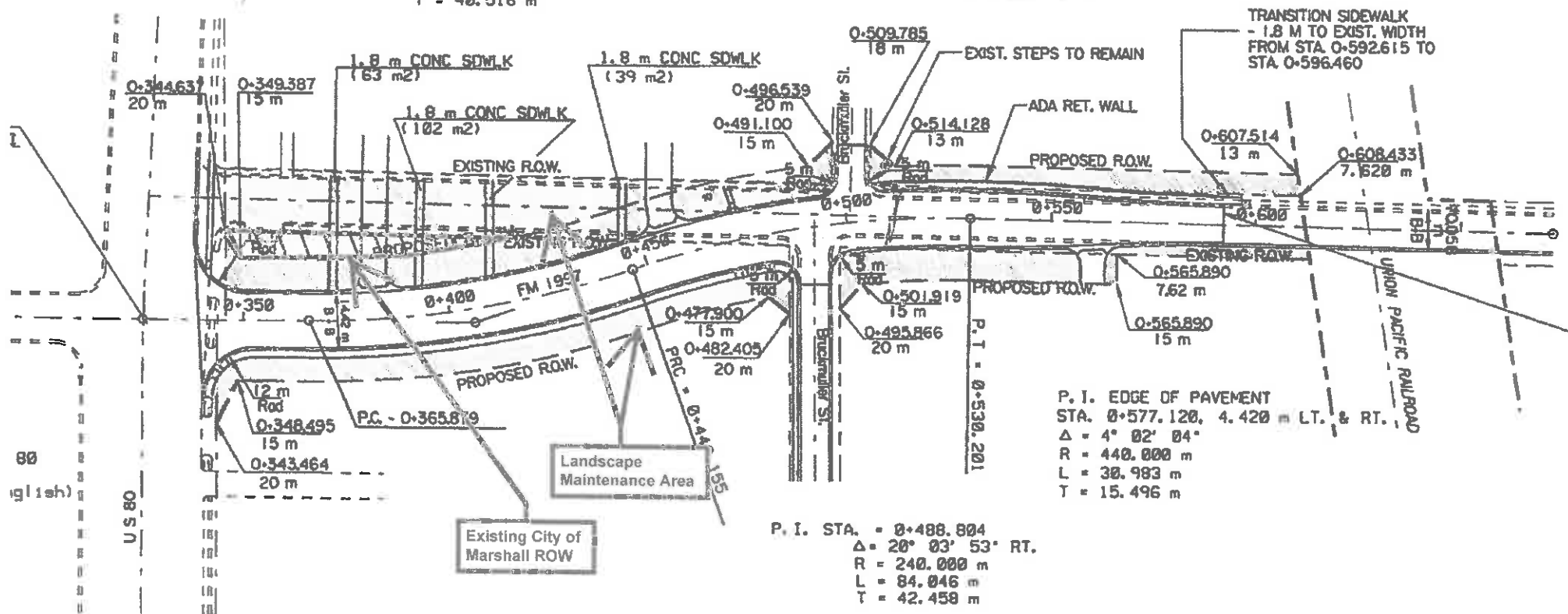
By _____
District Engineer

District

Attachments

P. I. STA. = 0+406.586
 $\Delta = 19^\circ 09' 52''$ LT.
 R = 240.000 m
 L = 80.276 m
 T = 40.516 m

P. I. EDGE OF PAVEMENT
 STA. 0+546.203, 6.600 m LT. & RT.
 $\Delta = 4^\circ 02' 04''$
 R = 440.000 m
 L = 30.983 m
 T = 15.496 m



P. I. EDGE OF PAVEMENT
 STA. 0+577.120, 4.420 m LT. & RT.
 $\Delta = 4^\circ 02' 04''$
 R = 440.000 m
 L = 30.983 m
 T = 15.496 m

P. I. STA. = 0+488.804
 $\Delta = 20^\circ 03' 53''$ RT.
 R = 240.000 m
 L = 84.046 m
 T = 42.458 m

Attachment A