



Form 1038 Rev. 3/94
Previous versions are obsolete.
DHT # 122504

Municipal Maintenance Agreement

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made this 19TH day of DECEMBER, 19 94, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of LEWISVILLE, DENTON County, Texas (population 49,750, 19 90, Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

WITNESSETH

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such City; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision and regulation of State Highway routes within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

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:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Transportation Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.

2. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

General Conditions

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.
2. The City shall retain full responsibility for all items that affect property rights, life, health, etc., of property owners and dwellers adjacent to the State Highway routes and portions thereof.
3. This agreement shall supplement any special agreements between the State and the City for the maintenance and/or construction of the highways covered herein and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established after traffic and engineering surveys have been conducted.
5. The State will erect and maintain all traffic signs necessary to regulate, warn and guide traffic on highway routes in a safe and efficient manner.
6. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and State.
7. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
8. The City shall prohibit the movement of loads over State Maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed by State law for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
9. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.

10. The City agrees that traffic control devices, such as signs, traffic signals and pavement markings, in respect to type of device, points of installation and necessity will be determined by traffic and engineering surveys. The City agrees that it will not install, maintain or permit the installation of any type of traffic control device which will affect or influence the utility of the State Highway routes unless approved in writing by the State. Traffic control devices installed prior to the date of this Agreement are hereby made subject to the terms of this Agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by signature of the plans.
11. The City agrees to assure the grantee's conformance, for proper construction and maintenance of access driveway facilities, in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Department of Transportation.
12. It is understood that the use of unused right of way and areas beneath structures will be as determined by a separate agreement.
13. On those State Highway routes and portions thereof which are listed and/or graphically shown on Exhibit "A" as "City Maintained" routes, the City agrees to provide bridge inspection and inventory data to the State in accordance with National Bridge Inspection Standards.

Non-Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to non-controlled access highways in addition to the "General Conditions" contained herein above. Routes of non-controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup.
3. Assist in sweeping and otherwise cleaning the pavement.
4. Assist in snow and ice control.
5. Maintain drainage facilities within the limits of the right of way.
6. Install and maintain normal regulatory warning and guide signs and normal markings for directing highway traffic in a safe and efficient manner. This includes school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

7. Install, operate and maintain traffic signals in cities with less than 50,000 population.
8. Install all Federally-funded, off-system traffic signals and on-system traffic signals in cities greater than 50,000 population.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks, parking stripes and special guide signs when agreed to by the State and traffic signals in cities with over 50,000 population. Signing and marking of intersecting city streets to State Highway routes will be the full responsibility of the City.
3. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State.
4. Maintain highway drainage facilities outside the limits of the right of way.
5. Retain all functions and responsibilities for maintenance, control, supervision and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.
6. Maintenance and operation of all Federally-funded, off-system traffic signals and on-system traffic signals in cities greater than 50,000 population.

Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities

1. Maintain the traveled surface of the through lanes, ramps and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
5. Install and maintain all normal markings and signs on the main lanes and frontage roads necessary for the proper use of the facility and direction of traffic thereon. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections.
7. Maintain all drainage facilities within the limits of the right of way.

City's Responsibilities

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligations of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of LEWISVILLE on the 19TH day of DECEMBER, 19 94, and the Texas Department of Transportation on the 5 day of January, 19 95.

ATTEST:

Marty Hendrix

CITY OF LEWISVILLE

By Charles R. Brown

CITY MANAGER

(Title of Signing Official)

APPROVAL RECOMMENDED:

John M. Huffman
District Engineer

DALLAS

District

THE STATE OF TEXAS

Certified as being 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 under the authority of Minute Order No. 100002.

By John. Aldridge

Director, Construction and Maintenance

NOTE: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

NON CONTROLLED ACCESS HIGHWAY

I. STATE MAINTAINED

- A. STATE HIGHWAY 121: FROM THE SOUTH CITY LIMITS TO THE INTERSECTION OF FM 3040 (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND IN MAINTENANCE OF ROADWAY DITCHES AND DRAINAGE STRUCTURES).
- B. STATE HIGHWAY 121: FROM THE INTERSECTION OF FM 3040 TO END OF CURB AND GUTTER SECTION (MAINTAIN BASE, SURFACE AND BRIDGE CLASSIFICATION STRUCTURES AND DRAIN INLETS)
- C. STATE HIGHWAY 121: FROM END OF CURB AND GUTTER SECTION TO THE EAST CITY LIMITS (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND IN MAINTENANCE OF ROADWAY DITCHES AND DRAINAGE STRUCTURES)
- D. FARM TO MARKET 1171: FROM THE WEST CITY LIMIT TO RAILROAD STREET (MAINTAIN BASE, SURFACE AND BRIDGE CLASSIFICATION STRUCTURES AND DRAINAGE INLETS)
- E. FARM TO MARKET 1171: FROM RAILROAD STREET TO THE INTERSECTION OF SH 121 (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND IN MAINTENANCE OF ROADWAY DITCHES AND DRAINAGE STRUCTURES)
- F. FARM TO MARKET 3504: FROM THE INTERSECTION OF FM 1171 OVER MILL STREET TO THE INTERSECTION OF SH 121 (BASE, SURFACE AND BRIDGE CLASSIFICATION STRUCTURES AND DRAINAGE INLETS).
- G. FARM TO MARKET 3040: FROM WEST CITY LIMITS TO MACARTHUR BLVD (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND IN MAINTENANCE OF ROADWAY DITCHES AND DRAINAGE STRUCTURES)
- H. FARM TO MARKET 3040: FROM MACARTHUR BLVD TO IH 35E (MAINTAIN BASE, SURFACE AND BRIDGE CLASSIFICATION STRUCTURES AND DRAINAGE INLETS).
- I. FARM TO MARKET 544: FROM EAST CITY LIMIT TO JUNCTION SH 121 (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND IN MAINTENANCE OF ROADWAY DITCHES AND DRAINAGE STRUCTURES)
- J. FARM TO MARKET 2281: FROM JUNCTION FM 544 TO JUNCTION SH 121 (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND IN MAINTENANCE OF ROADWAY DITCHES AND DRAINAGE STRUCTURES)
- K. FARM TO MARKET 407: FROM WEST CITY LIMIT TO JUNCTION IH35E (MAINTAIN BASE, SURFACE AND BRIDGE CLASSIFICATION STRUCTURES AND DRAINAGE INLETS)
- L. SPUR HIGHWAY 553: FROM WEST CITY LIMIT TO JUNCTION IH35E (MAINTAIN BASE, SURFACE AND BRIDGE CLASSIFICATION STRUCTURES AND DRAINAGE INLETS)

II. CITY MAINTAINED

NONE

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

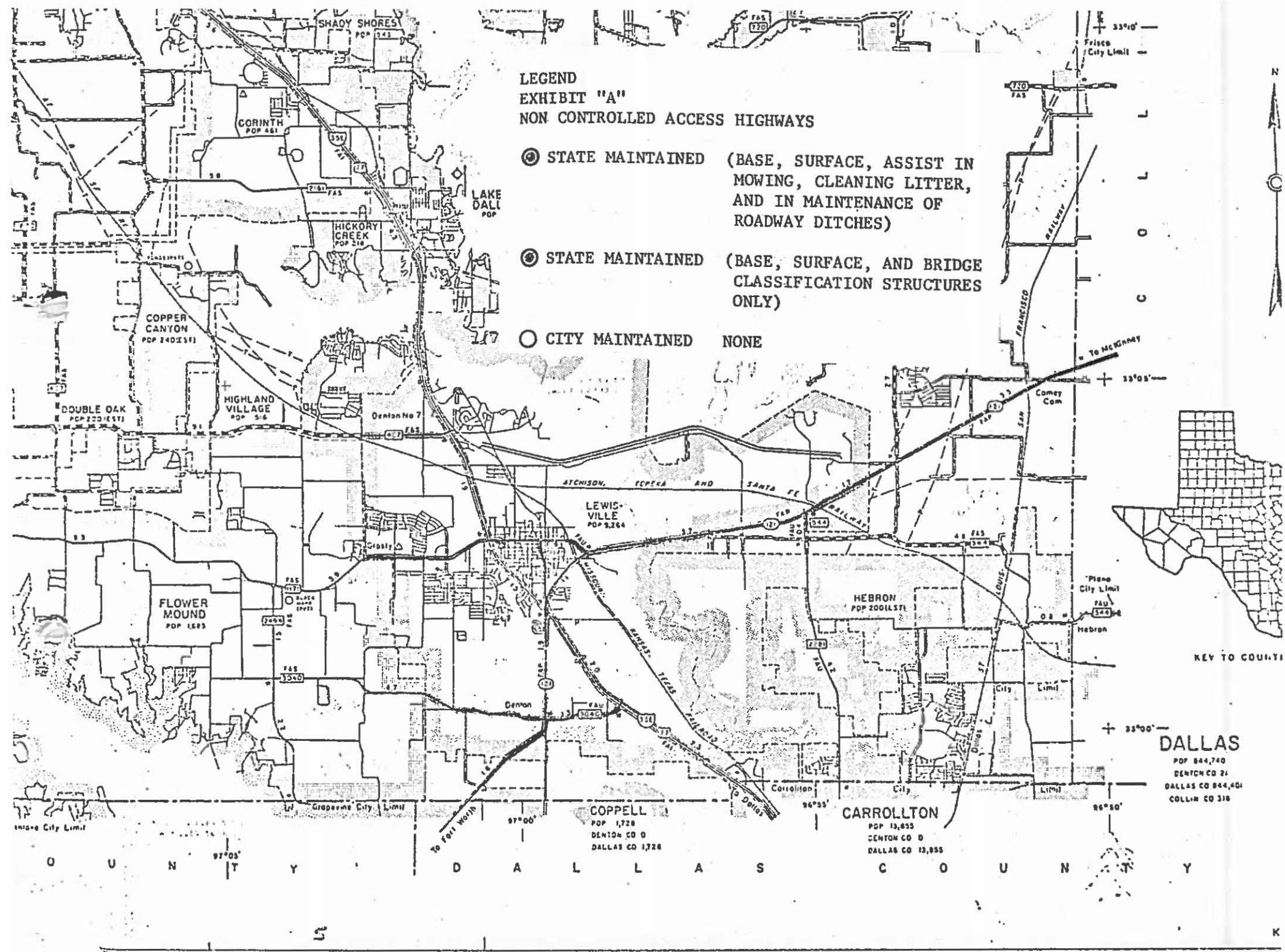
I. STATE MAINTAINED

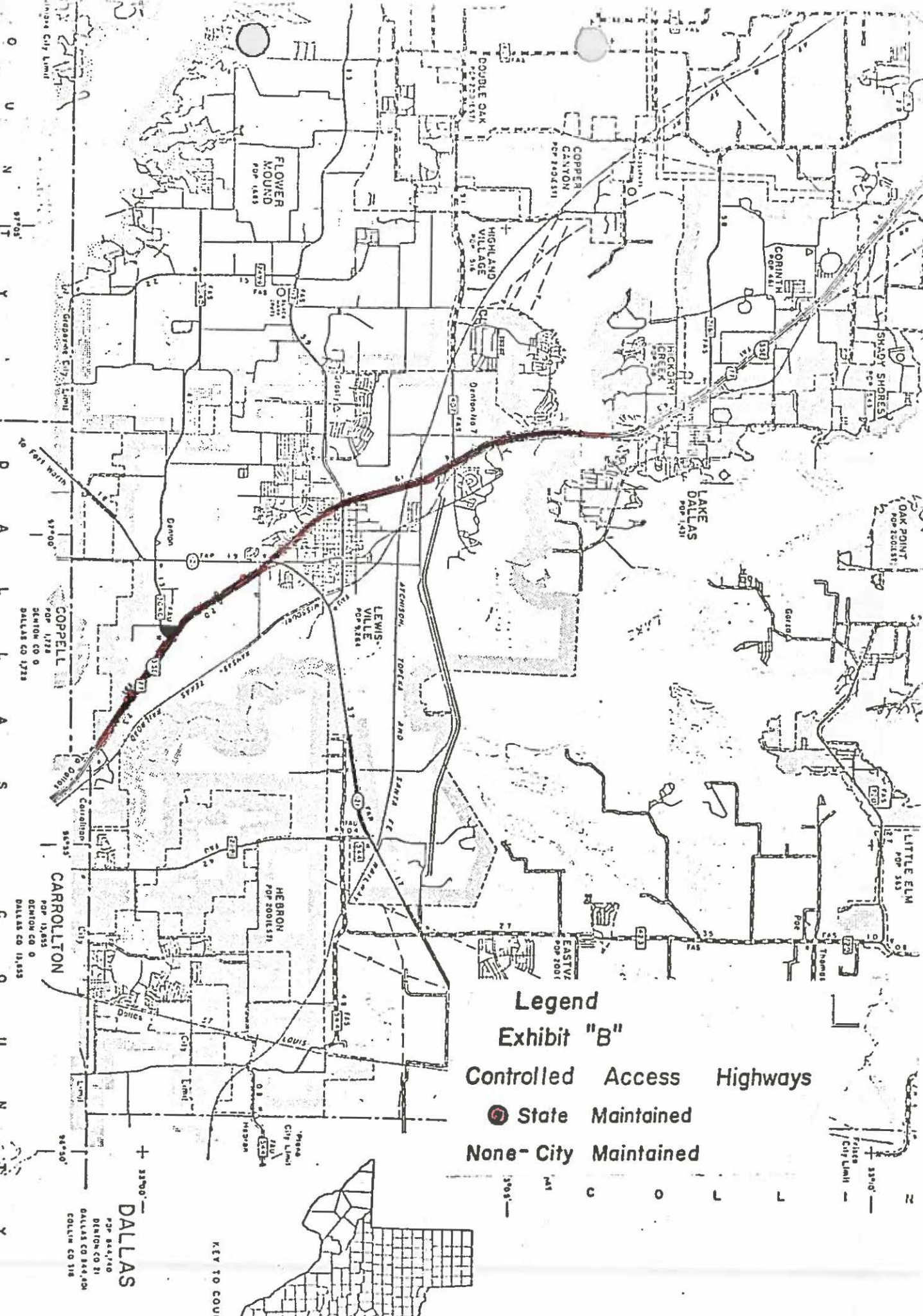
INTERSTATE HIGHWAY 35E:

From the North City Limits to the South City
Limits

II. CITY MAINTAINED

None





Legend
Exhibit "B"
Controlled Access Highways
● State Maintained
○ None-City Maintained



KEY TO COUNT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF LEWISVILLE, COUNTIES OF DENTON AND DALLAS, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas, enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part hereof, and marked "MUNICIPAL MAINTENANCE AGREEMENT"; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked "MUNICIPAL MAINTENANCE AGREEMENT."

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:

SECTION 1. The public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. The State of Texas be and is hereby authorized to enter upon and maintain said maintenance project.


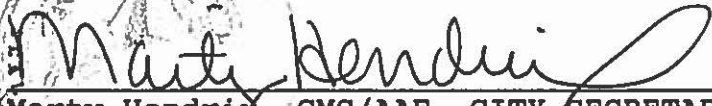
SECTION 3. The Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked "MUNICIPAL MAINTENANCE AGREEMENT." The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. Public importance of this agreement and the fact that it is in the best interest of the City creates an emergency, therefore, this ordinance shall take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three separate days is hereby dispensed with and the same shall be in full force and effect from and after its passage.


DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 19TH DAY
OF DECEMBER, 1994.

APPROVED:


Bobbie J. Mitchell, MAYOR


ATTEST

Marty Hendrix, CMC/AE, CITY SECRETARY

APPROVED AS TO FORM:

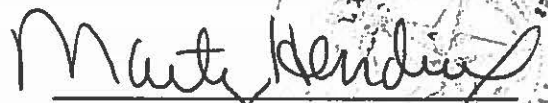

Ronald J. Neiman, CITY ATTORNEY

STATE OF TEXAS

COUNTIES OF DENTON/DALLAS

I, Marty Hendrix, the duly appointed, qualified and acting City Secretary of the City of Lewisville, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held on DECEMBER 19, A.D., 1994, at 7:00 o'clock P M.

To certify which, witness by my hand and seal of the City of Lewisville, Texas this due 19TH day of DECEMBER, 19 94, at LEWISVILLE, Texas.



Marty Hendrix, GMC/AAE
CITY SECRETARY

CITY OF LEWISVILLE, TEXAS

