

MUNICIPAL MAINTENANCE AGREEMENT

THIS AGREEMENT made this 20th day of May, 1976, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, "and the City of New Berlin, Guadalupe County, Texas (population 275, 1970 Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

W I T N E S S E T H

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

WHEREAS, the state Highway Engineer, acting for and in behalf of the State Highway 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:

A G R E E M E N T

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 Highway Commission as Controlled Access Highways are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.

2. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the city to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.

3. 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. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.

3. Traffic regulations including speed limits, will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.

4. 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 installation specifically covered by separate agreements between the City and State.

5. 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.

6. 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 in Ver-

non's Penal Code 827a 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.

7. 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.

8. The city agrees that traffic control devices, such as stop and slow signs, traffic signal lights and other types of devices for traffic control, in respect to type of device, points of installation, and necessity will be fixed by agreement with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of 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 future traffic signal lights installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.

9. The City agrees to continue its responsibility for proper construction, maintenance and control of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Highway Department or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Highway Department.

10. It is understood that the use of unused right of way and areas beneath structures for parking, will be the responsibility of the City as determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.

2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, center line, lane line and no passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. Assist the City in sweeping and other wise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".

4. Assist in snow and ice control as availability of labor and equipment will allow.

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. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.

3. 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.

Termination

It is understood and agreed between the parties hereto that all obligation 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 thirty days written notice.

Said state assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of New Berlin on the 19th day of April, 1976, and the Highway Department on the 20th day of May, 1976.

WITNESSETH:

Loretta R. Scharf

Deputy City Clerk

CITY OF New Berlin

BY [Signature]

Mayor

(Title of Signing Official)

APPROVAL RECOMMENDED:

[Signature]
District Engineer, District

[Signature] - 15
Engineer of Maintenance

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission.

By: [Signature]

Chief Engineer of Maintenance Operations

AUTHORITY FOR EXECUTION IS ACCOMPLISHED UNDER MINUTE ORDER NO. 70194.

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. Developed Areas:

None

B. UNDEVELOPED AREAS:

1. FM 775: From the North City Limits to the South City Limits.
2. FM 467: From the East City Limits to FM 775.
3. FM 2538: From FM 775 to the West City Limits.

II. CITY MAINTAINED

A. None