Texas Department of Transportation
Technical Provisions

North Tarrant Express Project

Section 5 Attachments
Third Party Agreements

AGREEMENT FOR
CITY TO ASSUME OPERATION
AND MAINTENANCE OF
EXISTING SIGNALS WHEN ANNEXED
BY CITY OVER 50,000 POPULATION
OR CITY GROWS TO OVER
50,000 POPULATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, dated this 27th day of August, 2001 by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," party of the first part; and the City of North Richland Hills, Tarrant County, Texas, acting by and through its duly authorized officers under an ~~Ordinance~~/Resolution, passed the 27th day of August, 2001, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, there is (are) (a) highway traffic signal(s) in place at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, said highway traffic signal(s) having been installed, operated, and maintained by the State at a time when said location(s) was (were) not within the corporate limits of a City of 50,000 population or over; and

WHEREAS, said location(s) is (are) now within the corporate limits of a City of 50,000 population or over; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5, has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City has requested the State to leave the highway traffic signal(s) in place at the location(s) shown on EXHIBIT 1 and has authorized the continued existence, use, operation, and maintenance of the highway traffic signal(s) by Ordinance/Resolution passed on the 27th day of August, 2001

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, as hereinafter set forth, it is agreed as follows:

1. The State will leave the highway traffic signal(s) in place at the location(s) shown on EXHIBIT 1.

2. For location(s) listed on EXHIBIT 1 as non-freeway locations:

   2.1. The City will operate and maintain the signal(s) at their expense.

   2.2. The City will pay all power costs for operating the signal(s).

   2.3. The City shall be the responsible authority to make changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient and orderly movement of traffic.

2.4. The City will return any and all parts of said highway traffic signal installation(s) to the State should it (they) be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.

2.5. The City acknowledges that it is not an agent, servant, or employee of the State, and thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

3. For location(s) listed on EXHIBIT 1 as freeway locations:

3.1. The State will operate and maintain the signal(s) at its expense.

3.2. The State will pay all power costs for operating the signal(s).

3.3. The City will exercise no control whatsoever over the operation, maintenance, use, or existence of the highway traffic signal(s) without written authority from the Texas Department of Transportation.

3.4. The State shall have the authority to make such changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient, and orderly movement of traffic.

4. General conditions for all locations shown on EXHIBIT 1.

4.1. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

4.2. In the event the signal installation(s) covered by this Agreement become unnecessary or is (are) removed for any reason, this Agreement shall terminate.

4.3. The State will not incur any financial obligation to the City as a result of this Agreement.

4.4. Any changes in the provisions of this Agreement or obligations of the parties hereto shall be enacted by a written amendment executed by both the State and the City.

4.5. 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.

4.6. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

P.O. Box 6868

Fort Worth, Texas 76115

City: City of North Richland Hills, Texas
7301 Northeast Loop 820
North Richland Hills, TX 76182-0609

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.

4.7. 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 WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates shown hereinbelow.

Executed on behalf of the City, this

27 day of August, 2001

ATTEST:

Patricia Hutson

Secretary for City, Patricia Hutson

By: Charles Scoma

Mayor, Charles Scoma

CITY OF NORTH RICHLAND HILLS, TEXAS
n r h

THE STATE OF TEXAS

Executed by 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.

APPROVED:

By: Charles L Conrad PE

District Engineer (Interim)

Fort Worth District

Date: Nov. 1, 2001

EXHIBIT 1
LOCATIONS

N. RICHLAND HILLS SIGNALS ON THE STATE SYSTEM
(NON-FREEWAY)

1) SH 26 (Grapevine Hwy.) with Rufe Snow
2) SH 26 (Grapevine Hwy.) with Vance
3) SH 26 (Grapevine Hwy.) with Glenview/Blaney
4) SH 26 (Grapevine Hwy.) with Road to the Mall (Formerly Edison)
5) SH 26 (Grapevine Hwy.) with Rodger Line
6) SH 26 (Grapevine Hwy.) with Strummer
7) SH 26 (Grapevine Hwy.) with Harwood (ex. signal sched. to be re-built–Letting Mar., 2001)
8) SH 26 (Grapevine Hwy.) with Emerald Hills Way
9) SH 26 (Grapevine Hwy.) with TCJC NE Campus/NRH20
10) SH 26 (Grapevine Hwy.) with Cardinal/Cannon (Proposed Signal – City Contract)
11) FM 1938 (Davis Blvd.) with Maplewood
12) FM 1938 (Davis Blvd.) with Lola and Harwood (ex. signal to be re-built–Letting Mar., 2001)
13) FM 1938 (Davis Blvd.) with Emerald Hills Way
14) FM 1938 (Davis Blvd.) with Bridge St. (prop. Signal to be installed by the City of NRH)
15) FM 1938 (Davis Blvd.) with N. Richland Blvd./Mockingbird (new signal Letting Mar., 2001)
16) FM 1938 (Davis Blvd.) with College Circle
17) FM 1938 (Davis Blvd.) with Mid-Cities Blvd.
18) FM 1938 (Davis Blvd.) with Main Street
19) FM 1938 (Davis Blvd.) with Rumfield/Starnes
20) FM 1938 (Davis Blvd.) with N. Tarrant Parkway
21) FM 1938 (Davis Blvd.) with FM 3029 (Precinct Line Rd.)(New signal Let Nov., 2000)
22) FM 3029 (Precinct Line Rd.) with N. Tarrant Parkway
23) FM 3029 (Precinct Line Rd.) with Glade Rd. (Sched. to Let Dec. 2001- problems with RR)
24) FM 3029 (Precinct Line Rd.) with Martin Rd.
25) FM 3029 (Precinct Line Rd.) with Mid-Cities
26) FM 3029 (Precinct Line Rd.) Near Martin (School Zone Flashers N-B and S-B)
27) FM 1938 (Davis Blvd.) at Main Street (School Zone Flashers N-B and S-B)

FREEWAY (will continue to be maintained by TxDOT)

28) IH 820 (Ftg Rds) with SH 26 (Grapevine Hwy.)
29) IH 820 (Ftg Rds) with Holiday Lane
30) IH 820 (Ftg Rds) with Rufe Snow
31) IH 820 (W-B Ftg Rd) with Industrial (currently under contract – City Contract)
32) SH 26 (Grapevine Hwy.) with FM 1938 (Davis Blvd.)/Bedford Euless Rd.(TxDOT will continue to maintain due to close proximity to IH 820 and SH 26 - coordination)

RESOLUTION NO. 2001-047

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, that:

1.

The attached Agreement with the State of Texas be, and is hereby, approved.

2.

The Mayor is authorized to execute said Agreement as the act and deed of the City.

PASSED AND APPROVED this 27th day of August, 2001.

APPROVED:

Charles Scoma, Mayor

CITY OF NORTH RICHLAND HILLS, TEXAS

ATTEST:

Patricia Hutson, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Rex McEntire, City Attorney

CERTIFICATION

I, Patricia Hutson, City Secretary of the City of North Richland Hills, Texas do hereby certify that the attached is a true and correct original of Resolution No. 2001-047 approved by the City Council of the City of North Richland Hills at a regular meeting on the 27th day of August, 2001 as the same appears in the records of this office.

In testimony whereof, I subscribed my name hereto officially under the corporate seal of the City of North Richland Hills, this the 27th day of August, 2001.

CITY OF NORTH RICHLAND HILLS TEXAS

Patricia Hutson

Patricia Hutson, City Secretary
City of North Richland Hills, Texas

Texas Department of Transportation

MEMORANDUM

TO: Steven E. Simmons, P.E.

DATE: October 26, 2001

FROM: Michael N. Carter

Originating Office
Fort Worth District
Traffic Engineering

SUBJECT: Signal Agreements

We recently received this original agreement back from the City of North Richland Hills. Attached is a Type "Type CA" agreement which covers the City of North Richland Hills taking over the maintenance of traffic signals in on highways in their City Limits. The City reached the 50,000 population figure during the last Federal Census. Two original copies of the agreement between the State and the City are attached.

Please sign and date each of the agreements and return to Mike Carter. If you should have any questions concerning this matter, please contact me at extension 6705.

Michael N. Carter
Engineering Specialist III

MNC
Attachments

Texas Department of Transportation

P.O. BOX 6868 • FORT WORTH, TEXAS 76115-0868 • (817) 370-6500

January 20, 2005

CONTACT: JAT

Continuous Highway Lighting
Agreement for
IH 820 From IH 35W to SH 26
CSJ: 0008-14-059

Mr. Dwight Sanders
Transportation and Public Works
Department
City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102

Dear Mr. Sanders:

Attached for your records is one fully executed original agreement for the construction, maintenance, and operation of continuous highway lighting on IH-820 from IH-35W to the city limits of Haltom City, within the city of Fort Worth.

We expect this illumination to be installed during reconstruction of IH 820, currently scheduled for letting in August 2007.

If you should have any questions concerning this matter, please contact Mr. Clark Fulbright at (817) 370-6771.

Sincerely,

John A. Terry, P.E.
Central Design Engineer
Fort Worth District

DCFJ
Attachments
cc: Joel Mallard, District Design
J.D. Gore, Traffic
District Maintenance

GEE___ VW___ KW___
RB___ CR___ GMC___

REC'D JAN 21 2005

_____FILE

CITY SECRETARY
CONTRACT NO. _____

AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (FREEWAYS OR EXPRESSWAYS) (Specific Limits)

STATE OF TEXAS)(

COUNTY OF TRAVIS)(

THIS AGREEMENT, dated this 14TH day of JANUARY, 20 05, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, acting by and through the Texas Department of Transportation, and the City of Fort Worth, Tarrant County, Texas, acting by and through its duly authorized officers under an ordinance or resolution passed the 8TH day of OCTOBER, 20 02, hereinafter called the "City", party of the second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on the freeway or expressway designated as IH-820 within the limits from IH-35W to the city limits of Haltom City inside the City which is in accordance with Section 25.11, Texas Administrative Code. Within the City, said lighting system hereinafter referred to as the "lighting system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; 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 construct said highway lighting

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system, conditioned that the City, as provided in Section 25.11, Texas Administrative Code and Article 6673b, Vernon's Civil Statutes, will maintain and operate said lighting system.

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 as hereinafter set forth, it is agreed as follows:

1. CONSTRUCTION RESPONSIBILITIES

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As this lighting system project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract; said City consent being signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notation:

> "Attachment No._____ to special AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY, (FREEWAYS OR EXPRESSWAYS) (Specific Limits), dated _____.
>
> The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement

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to which these plans are made a part."

B. All costs of constructing the lighting system will be borne by the State, and the lighting system will remain the property of the State.

2. MAINTENANCE AND OPERATION RESPONSIBILITIES

A. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the illumination system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.

B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.

C. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

3. GENERAL

A. This Agreement shall remain in force for a period of two years from the date that

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maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties.

B. The State will not incur any financial obligation to the City as a result of this Agreement.

C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.

D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.

E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.

F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.

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I. In case any 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

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FT. WORTH, TEX.

IN WITNESS WHEREOF, the parties have thereunto affixed their signatures, the City of Fort Worth on the 21st day of May, 20 04, and the Texas Department of Transportation on the _____ day of _____, 20____.

ATTEST:

Karen P. Gonzalez
Asst to the City Secretary

CITY OF

By: _____
Marc A. Ott
Assistant City Manager
(Title of Signing Official)

May 21, 2004
(Date)

C-19277
Contract Authorization

10-8-2002
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 100002 and Stand Alone Manual Notice 96-6, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

By: Manuel P. Chavez
District Engineer

Fort Worth District

Date: 1/14/05

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FT. WORTH, TEX.

CITY COUNCIL MEETING
OCTOBER 8, 2002

Date & Time

On the 8th day of October, A.D., 2002, the City Council of the City of Fort Worth, Texas, met in regular session at 7:04 p.m. in the City Council Chamber, 1000 Throckmorton, with the following members and officers present:

Attendance

Mayor Kenneth Barr; Mayor Pro tempore Ralph McCloud; Council Members Jim Lane, Chuck Silcox, Becky Haskin, Frank Moss, Clyde Picht, Jeff Wentworth, and Wendy Davis; City Manager Gary Jackson; City Attorney David Yett; City Secretary Gloria Pearson. With more than a quorum present, the following business was transacted:

Invocation

The invocation was given by Dr. David Grebel, Texas Christian University Director of Extended Education.

Pledge

The Pledge of Allegiance was recited.

Minutes

On motion of Council Member Silcox, seconded by Council Member Haskin, the minutes of the regular meeting of October 1, 2002, were approved unanimously.

Special Presentations

Council Member Wentworth presented a Proclamation for Osteopathic Medicine Week.

Council Member Davis presented a Certificate of Recognition to former Board and Commission member Margaret DeMoss for her service on the City Zoning Commission and the Fort Worth Alliance Airport Zoning Commission.

Ms. Jane Schlansker, President-Elect of Fort Worth Sister Cities International, introduced Mayor Tamio Mori and the Official Delegation from Nagaoka, Japan. Mayor Mori presented a gift to the City and Council Member Haskin presented him with a key to the City.

Announcements

Mayor Barr announced that October was Fire Prevention Month and that this week was Fire Prevention Week. He asked that everyone pause for a moment of observance to recognize the courage and commitment of Fort Worth Firefighters and the fact that they served our community day in and day out. He added that the events of September 11, 2001, made everyone think about the contributions of Firefighters and that they were role models for our children. Mayor Barr also announced that on October 14, 2002, the City would conduct a City-wide Forum on the Comprehensive Plan. He stated that the forum would be held at the Convention Center

L-13419 Pipeline Crossing Agreement for Sanitary Sewer Main Replacement, Contract 2002A

There was presented Mayor and Council Communication No. L-13419 from the City Manager recommending that the City Council authorize the City Manager to enter into a pipeline crossing agreement with Union Pacific Railroad Company at milepost 608.70, Duncan Subdivision, Tarrant County, Texas, for Sanitary Sewer Main Replacement, Contract 2002A in north Fort Worth (DOE 3553) needed for the installation of 1,178 linear feet of 8-inch sewer pipe under Union Pacific Railroad Company tracks near the intersection of Pecan Street and 30th Street for a one-time cost of $2,594.00. It was the consensus of the City Council that the recommendation be adopted.

L-13420 Permanent Easement & Right-of-Way

There was presented Mayor and Council Communication No. PZ-13420 from the City Manager recommending that the City Council authorize the acquisition of one permanent easement and right-of-way described as Centerline at S72, 38-feet, 42 inches E97.58 feet, North Holbrook Survey, from Oncor Electric Delivery Company for the construction of the Westside IV Water Transmission Main near Westpoint Boulevard and Bassett Locke Road (DOE 3540) necessary for the construction and extension of the Westside IV Water Transmission Main facility in order to provide water service to the developing acreage west of Chapel Creek Boulevard and north of Interstate 30 in west Fort Worth in the amount of $10.00. It was the consensus of the City Council that the recommendation be adopted.

C-19277 TxDOT

There was presented Mayor and Council Communication No. C-19277 from the City Manager recommending that the City Council authorize the City Manager to execute an agreement with the Texas Department of Transportation (TxDOT) for construction, maintenance and operation of continuous highway lighting on IH820 from IH35W to Beach Street within the City of Fort Worth (CSJ:0008-14-059). It was the consensus of the City Council that the recommendation be adopted.

C-19278 Wendy Lopez & Associates, Inc. d/b/a LopezGarcia Group

There was presented Mayor and Council Communication No. C-19278 from the City Manager recommending that the City Council authorize the City Manager to execute an engineering agreement with Wendy Lopez & Associates, Inc. d/b/a LopezGarcia Group for the design of water and sanitary sewer mains in Rosedale Street from U.S. Highway 287 to I.H. 820 for a fee not to exceed $428,249.00. It was the consensus of the City Council that the recommendation be adopted.

ZC-02-203
SP-02-017
Denied

Mayor Pro tempore McCloud made a motion, seconded by Council Member Davis, that the application of Southern Crown, Inc. by Vinod S. Patel for a change in zoning of property located in the 700 block of Jefferson Avenue and Elmwood Avenue from "J" Medium Industrial to "PD/SU" Planned Development/Specific Use for all uses in "J" Medium Industrial plus hotel within 1,000 feet of a residential district, Zoning Docket No. ZC-02-203 and Site Plan No. SP-02-017, be denied. The motion carried unanimously.

There being no one else present desiring to be heard in connection with the recommended changes and amendments to Zoning Ordinance No. 13896, Mayor Pro tempore McCloud made a motion, seconded by Council Member Davis, that the hearing be closed and that the following ordinance be adopted:

ORDINANCE NO. 15287

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FORT WORTH, BEING ORDINANCE NO. 13896, AS AMENDED, SAME BEING AN ORDINANCE REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY RESIDENCE AND OTHER PURPOSES, THE HEIGHT, NUMBER OF STORIES AND SIZE OF THE BUILDINGS AND OTHER STRUCTURES, THE SIZE OF YARDS AND OTHER OPEN SPACES, OFF-STREET PARKING AND LOADING, AND THE DENSITY OF POPULATION, AND FOR SUCH PURPOSES DIVIDING THE MUNICIPALITY INTO DISTRICTS AND THE BOUNDARIES THEREOF UPON "DISTRICT MAPS"; PURPOSE AND CONFLICT; PROVIDING CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND NAMING AN EFFECTIVE DATE.

The motion carried unanimously.

Adjournment

There being no further business, the meeting was adjourned at 11:36 p.m.

STATE OF TEXAS §

COUNTIES OF TARRANT AND DENTON §

I, SYLVIA GLOVER, Acting City Secretary of the City of Fort Worth, Texas do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a regular meeting of the City Council of the City of Fort Worth, Texas, held on the 8th day of October, A. D. 2002, as same appears of record in the Office of the City Secretary.

WITNESS MY HAND and the Official Seal of the City of Fort Worth, Texas, this the 21th day of July, A. D. 2004.

Sylvia Glover

Sylvia Glover, Acting City Secretary
City of Fort Worth, Texas

Form 1037-1

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF Haltom City, COUNTY OF Tarrant, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. 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 AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

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 Mayor City Council of Haltom City

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

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

SECTION 3. That 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. The Mayor of the City, having requested in writing that this ordinance 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 several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

Form 1037-2

STATE OF TEXAS)

COUNTY OF Tarrant)

I, George V. Trent, the duly appointed, qualified and acting city secretary of the City of Haltom City, 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 May 8, A.D., 1968, at 7 30 o'clock P M.

To certify which, witness my hand and seal of the City of Haltom City TEXAS, this due 9 day of May, 1969 at Haltom City Texas.

George V. Trent
City Secretary of the City of
Haltom City Texas

Form 1038
(Revised 7-1-67)

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 9th day of June, 1969, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Haltom City, Tarrant County, Texas (population 23,133, 1960 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 convenants 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 and which 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 and 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 installations 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 throughthe 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 Vernon'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 agree-

ment 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 otherwise 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.

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 Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled 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. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.

6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

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. 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 practicable.

4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Form 1038
(Revised 7-1-67)

Termination

1. 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 Helton City on the 8 day of May 1969, and the Highway Department on the 9th day of June 1969.

ATTEST:
George V. Dent

CITY OF Helton City
BY Virgil M. Danek
Mayor
(Title of Signing Official)

STATE OF TEXAS

APPROVAL RECOMMENDED:
R. W. Brook
District Engineer, District
H. R. Brown
Engineer of Maintenance
DN

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. 60394

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

TEXAS HIGHWAY DEPARTMENT
FORT WORTH, TEXAS-REC'D: MAY 15'69

"EXHIBIT A"

NON CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. US 377: From North City Limits to INTERSTATE LOOP 820 (Assist in mowing and maintenance of roadway ditches).
From INTERSTATE LOOP 820 to Southwest City Limits (Maintain base surface, and structures only.)

B. SH 183: From West City Limits to Jct. US 377 (Maintain base, surface, and structure only).
FROM US 377 Northeast to East City Limits (Maintain base, surface, and structure only.)

II. CITY MAINTAINED: None

"EXHIBIT B"

CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. INTERSTATE LOOP 820: From West City Limits to East CITY Limits.

B. SH 121 (FREEWAY): From Southwest City Limits to Northeast City Limits.

II. CITY MAINTAINED: None

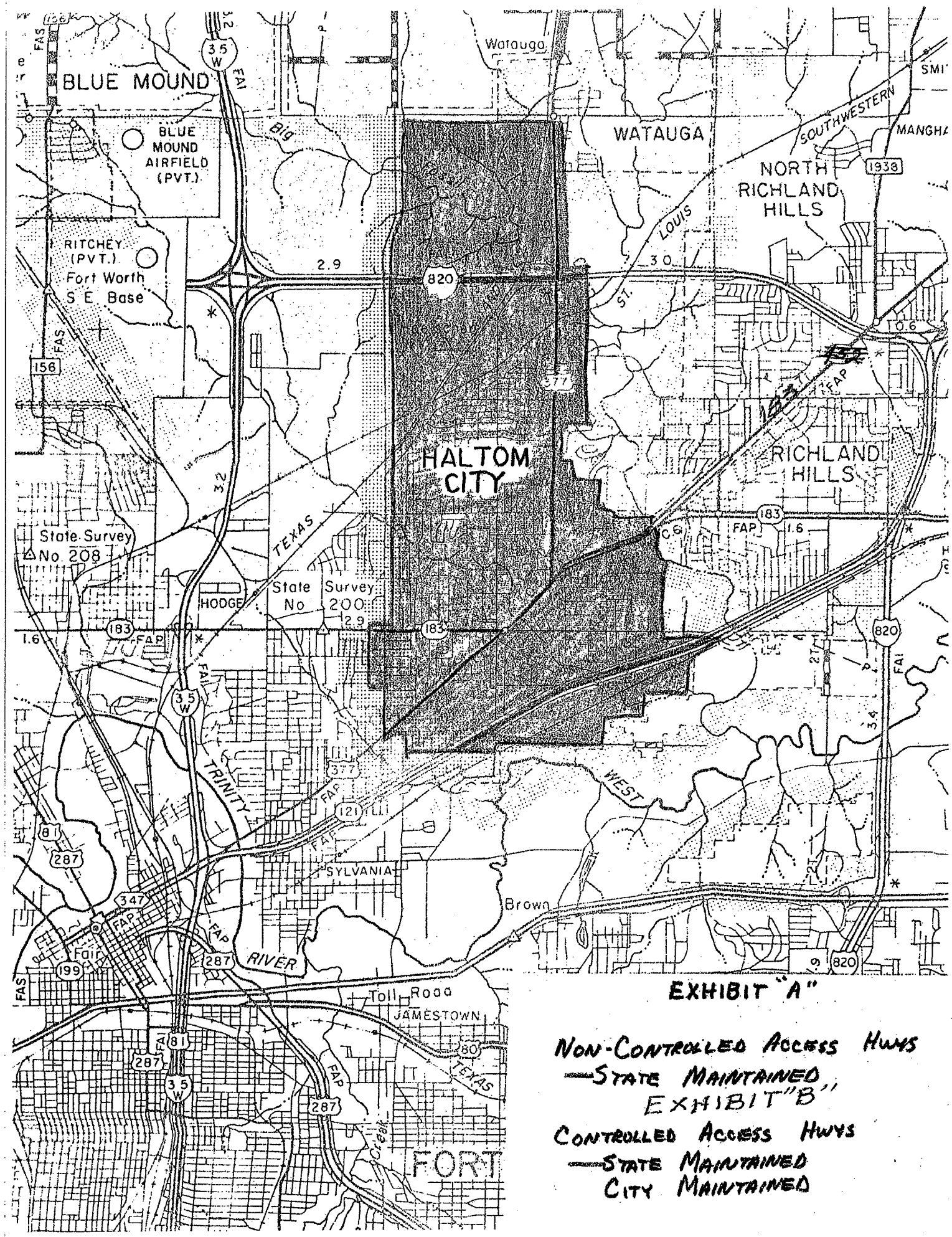


EXHIBIT "A"

NON-CONTROLLED ACCESS HWYS
—STATE MAINTAINED
EXHIBIT "B"

CONTROLLED ACCESS HWYS
—STATE MAINTAINED
CITY MAINTAINED

Texas Department of Transportation

MEMORANDUM

TO: Mr. Ron Perry
Fort Worth District Office

Date: March 13, 1996

FROM: Design Division

Originating Office:
Landscape Design Section

SUBJECT: Recommended Agreements
1994-1995 Landscape Cost Sharing Program
County: Tarrant
Private Sector Group: City of Haltom City

Enclosed for your further handling are two original Agreement counterparts which are recommended for execution with the City of Halton City.

This work was authorized by Commission Minute Order Number 106556, dated November 30, 1995. Please secure the signature of the City of Haltom City's representative on each copy of the Agreement. In addition to the City's representative signature, we will need a copy of the resolution passed by the City authorizing participation in the program. After securing the signatures, **please return one original signed Agreement to the Landscape Design Section.**

If you have any questions concerning this subject, please contact Mark Mathews at (512)416-3082.

Craig A. Steffens
Director of Landscape Design

MSM
Enclosures

P O Box 6868
76115-0868

DIST. 02 OFFICE FT. WORTH
TX DOT
MAY 15 1996

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

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 Haltom City, acting through its duly authorized officials, as evidenced by Resolution or Ordinance Number R-96-020-01, dated May 13, 1996, hereinafter called the "City".

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways, including US 377 in Tarrant County, Texas for public use and benefit; and

WHEREAS, the City has requested State participation in a 1994-1995 Landscape Cost Sharing Program project on US 377, from the S.L. and S.W. Railroad crossing to County Road 4022 in Haltom City, hereinafter called the "Project", and as shown on the attached EXHIBIT A; and

WHEREAS, the City has committed to cooperating with the State by providing a total non-cash contribution of $79,132.00 toward the completion of the Project, which the non-cash sum represents the agreed, fair-market value for providing the project design plan, providing labor and equipment to fully install all groundcovers, shrubs, and trees, providing all material and the labor and equipment to provide project maintenance for a period of twenty-four consecutive months; and

WHEREAS, Texas Transportation Commission Minute Order 106556, dated November 30, 1995, attached hereto and labeled EXHIBIT B authorizes the State to cooperate with the City in the development of the Project by providing State funds which will be used to execute a construction contract to furnish and install a low volume irrigation system and concrete walkway. In addition to the construction contract the state will furnish to the city for their installation groundcovers, shrubs, and trees which will be installed and maintained by the city.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto be by them respectively kept and performed as hereinafter set forth, the State and the City do mutually agree as follows:

A G R E E M E N T

ARTICLE 1. Term of Agreement.

This Agreement becomes effective when finally executed (signed) by the State and shall terminate upon satisfactory completion of the work as called for in the Project Design Plan and as stipulated within this Agreement, unless otherwise terminated as provided hereinafter.

ARTICLE 2. Project Design Plan.

The City shall prepare and furnish the Project Design Plan. The Project Design Plan shall contain plans and specifications, as required by the State to execute a contract through the Department's state-wide construction system. The Design Plan shall be incorporated into this Agreement by reference.

ARTICLE 3. Project Funding.

The total estimated cost of the Project is $157,751.20, and shall be funded jointly by the State and the City. State funds in an amount estimated not to exceed $78,619.20 will be utilized to provide for a landscape project through a construction contract, administered by the State, not to exceed $43,704.00 and through a statewide requisition, not exceed $34,915.00, to provide groundcovers, shrubs and trees to be installed by the City. The City's total contribution of $79,132.00 represents the agreed, fair-market, non-cash values of $12,650.00 for the project design plans and related costs, $30,732.00 for labor and materials to fully install the landscape plant material, $13,350.00 for labor and material to prepare the planting beds, and $22,400.00 for project maintenance for a period of twenty-four consecutive months.

ARTICLE 4. Responsibility of the Parties.

A. The City agrees to:

1. Indemnify and save harmless the State, its agents and employees, from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person, or by any abutting, adjoining or other property in consequence of any neglect in the performance, or failure of performance of the City, its agents and employees under this Agreement, to the extent allowed by State Law.

2. Indemnify, defend and hold the State harmless from any and all claims and lawsuits by third parties arising from, or incident to the performance, or failure of performance of the City, its officers, employees or agents under this Agreement to the extent allowed by State Law. The City shall defend all suits brought upon all such claims and lawsuits and pay all costs and expenses incidental thereto, but the State shall have the right, at it's option and expense, to participate in the defense of any suit, without relieving the City of any obligation hereunder.

3. Furnish all materials, labor and incidentals required to fully install the landscape plant material. This shall include but not be limited to the following general requirements:
   a. Excavation of planting holes of a minimum width of two times the diameter of the root ball or container for the various size trees and shrubs being installed.
   b. Removal of all unsuitable base material encountered and the replacement with select quality topsoil, organic soil amendments, fertilizers and/or root stimulator.
   c. Forming of watering basins or saucers of a diameter equal to the diameter of the planting holes and of sufficient depth to contain an adequate amount of water to be applied on a regular basis.
   d. Placing an organic mulch material of a minimum depth of two inches within the basin or saucer to aid in soil moisture retention.
   e. Staking or guying of all trees greater than seven feet in height.

4. Furnish all material, labor and incidentals required to fully maintain the project for a period of twenty-four consecutive months.

5. Furnish the Project design plans and specifications.

6. Furnish, erect and maintain any barricades, signs and traffic handling devices, in accordance with the latest Manual of Uniform Traffic Control Devices, and to the satisfaction of the State, as may be required to protect the safety of the travelling public while performing any work on the project under this agreement.

B. The State agrees to:

1. Obligate State funds in the amount of $78,619.20 which will be utilized to execute a landscape construction contract not exceed $43,704.00, which will provide for the furnishing and installation of an irrigation system and a concrete walkway, and execute an statewide purchase requisition not to exceed $34,915.00 for groundcovers, shrubs and trees to be furnished to the City for their installation.

2. Cooperate with the City to determine requirements for barricades, signs and traffic handling devices to be used by the City during the installation of the landscape plant material for the Project.

ARTICLE 5. Overruns/Underruns.

The total amount of cash available to provide for the construction contract and statewide purchase requisition administered by the State is $78,619.20

Based upon the amount of cash available to perform the construction contract and subsequent statewide purchase requisition, the State's pro-rata (cash) share of the Project is 100% and the City's pro-rata (cash) share of the Project is 0%.

1. Upon receiving bids for the construction contract, the State will satisfy any cumulative overrun in an amount up to and including $48,074.00, which represents an overrun of 10% of the $43,740.00 available for the contract phase of the project.

2. If cumulative expeditures within the construction contract exceed $48,074.00, the State and the City shall share in the cost of the overrun on the above determined pro-rata (cash) basis. The State will provide 100% of the overrun, and the City will provide 0% of the overrun. All additional overruns which occur during the Project shall be shared by the State and the City on the above determined pro-rata (cash) basis. The check for the City's share of the overrun shall be due the State within 30 days following receipt of a request by the State.

3. If, after receiving bids for the required plant material, the cumulative total of the lowest bid or bids exceeds $34,915.00 , the State, in order to insure that available State funds are not exceeded, and at its sole option, may reject any or all bids, revise the quantity of plant material to be furnished and resubmit the bids.

4. If, after receiving bids for the required statewide purchase requisition for plant material, the cumulative total of the lowest bid or bids does not exceed $34,915.00, the State will recommend award of the bid or bids. Unless, in the sole opinion of the State, it is determined that the furnishing of additional landscape material with any remaining State funds is in the best interest of the Project, the State will not purchase landscape material in excess of the quantity requested by the City in the City's proposal and as shown in the Project Design Plan as would be necessary to insure the full amount of State funds obligated for this Project is expended.

5. If, upon completion of the Project, and after final Project closeout has been completed by the State, it is determined that total expenditures have not exceeded $78,619.20, the State shall place all such excess funds into the State's escrow account for use at the sole discretion of the State. The State will not make any refund to the City of any excess funds available for this Project.

ARTICLE 6. Disputes.

Should disputes arise as to the party's obligations under this Agreement, the State's decision shall be final and binding.

ARTICLE 7. Amendments.

Changes in time frame, character, cost or obligations herein shall be enacted by written amendment. All amendments to this Agreement must be executed by both parties within the contract period specified in Article 1.

ARTICLE 8. Successors and Assigns.

The State and the City shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the other party, and any prohibited assignment or transfer shall be null and void.

ARTICLE 9. Remedies.

Violation or breach of contract terms by the City shall be grounds for termination of the Agreement, and any increased cost arising from the City's default, breach of contract or violation of terms shall be paid by the City. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 10. Insurance.

At the time of execution (signature) of the Agreement by the City, the City shall attach required insurance documentation to each Agreement counterpart.

If the City is a self-insured entity and performs any work on the Project with City Forces, the City shall extend the protection of its self-insurance to the State for any and all damages and injuries arising from the City's performance under this Agreement.

If the City is not a self-insured entity and performs any work on the Project with City Forces, the City shall furnish the State with a completed Certificate of Insurance (TxDOT Form 20.102), and label such documentation EXHIBIT C.

If the City performs any work on the Project through a contractor or contractors selected through the City's low-bid procedure, the City shall require its contractor or contractors to furnish the State with a completed Certificate of Insurance, (TxDOT Form 20.102), and shall insure the contractor or contractors maintain such insurance during the term of the Agreement.

ARTICLE 11. Gratuities.

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who may reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to Departmental employees, except as mentioned hereabove. Failure on the part of the City to adhere to this policy may result in the termination of this contract.

EXHIBIT A

PROJECT LOCATION MAP

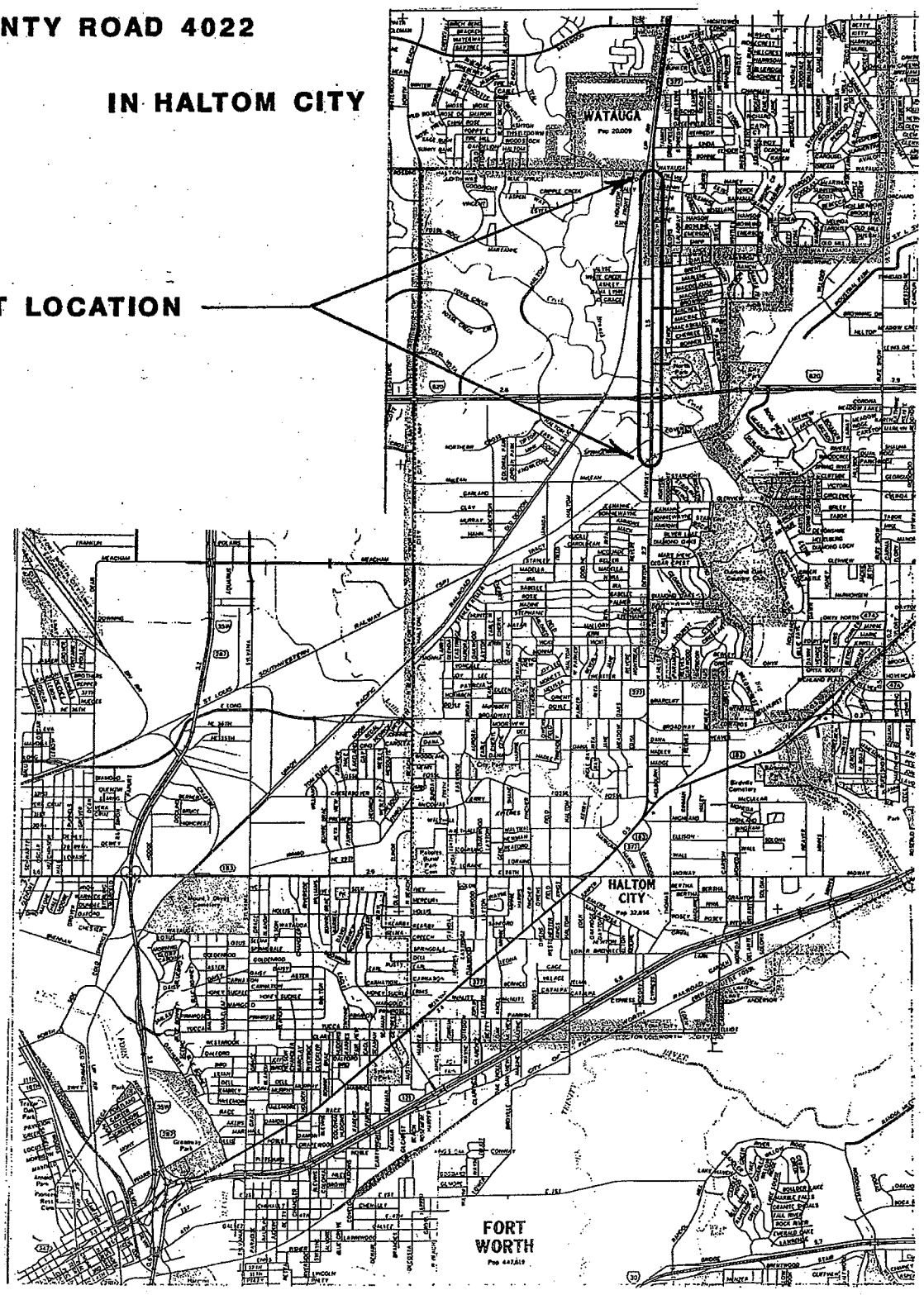
US 377

FROM THE S.L. AND S.W. RAILROAD CROSSING

TO COUNTY ROAD 4022

IN HALTOM CITY

PROJECT LOCATION



1990

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION

TARRANT County | MINUTE ORDER | Page 1 of 1 Pages

District FORT WORTH

WHEREAS, in TARRANT COUNTY, along U.S. HIGHWAY 377 in the City of Haltom City (the "city"), the city desires to perform a 1994-1995 Landscape Cost Sharing Program project, and has committed a total contribution of $79,132.00 toward the completion of the project which sum includes a non-cash contribution of $79,132.00 which represents the agreed, fair-market, non-cash values of providing a project design plan and furnishing all labor and equipment to install furnished plant material, and to provide project maintenance for a period of twenty-four (24) consecutive months; and

WHEREAS, the Texas Department of Transportation (the "department") desires to cooperate in this endeavor by obligating state funds in the amount of $78,619.00 of which $34,915.00 will be used to purchase plant material to be installed by the city and $43,704.00 will be used to provide for the installation of a portion of the project through a construction contract administered by the department;

WHEREAS, in August 1993, the Texas Transportation Commission approved the 1994-1995 Landscape Cost Sharing Program by Minute Order 102639 in the amount of $2,000,000.00;

NOW, THEREFORE, IT IS ORDERED that the executive director will accept this offer with gratitude and enter into any necessary agreements with the city for the completion of the work, financing the state costs with funds authorized by the 1994-1995 Landscape Cost Sharing Program, at a state cost estimated not to exceed $78,619.00; and

IT IS FURTHER ORDERED that upon the completion of the construction contract administered by the department, all subsequent and continuing maintenance, repair and replacement needs of the project shall be provided by the city.

Submitted by:

Director, Design Division

Reviewed by:

Deputy Executive Director for
Transportation Planning and Development

Recommended by:

Executive Director

Minute Number 106556

Date Passed NOV 30 95

ARTICLE 12. Termination.

This Agreement may be terminated by any of the following conditions:

A. By mutual agreement and consent of both parties.

B. By either party upon thirty days written notice to the other party.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

D. By satisfactory completion of all services and obligations described herein.

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

IN TESTIMONY WHEREOF, the State and the City have executed duplicate counterparts to effectuate this Agreement.

THE CITY OF HALTOM CITY

By: Gary Larson
(Signature)

Gary Larson, Mayor
(Typed Name and Title)

Date: May 13, 1996

THE STATE OF TEXAS

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 Texas Transportation Commission

By: Charles W. Heald, P.E.

Mr. Charles W. Heald, P.E.
District Engineer
Fort Worth District

Date: 5-28-96

A RESOLUTION OF THE CITY COUNCIL OF HALTOM CITY, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TxDOT FOR LANDSCAPE COST SHARING

WHEREAS, the State of Texas owns and maintains the portion of US 377 located in Haltom City, and

WHEREAS, the City of Haltom City ("City") has requested matching funding from the Texas Department of Transportation ("TxDOT") to make landscape improvements on US 377, ("the project") and

WHEREAS, the Texas Transportation Commission has authorized TxDOT to participate in the project, and

WHEREAS, the City Council of City wishes to formally authorize participation in the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HALTOM CITY THAT the Mayor is authorized to execute an agreement with the Texas Department of Transportation (a copy of which is attached) for cost sharing for a landscape project located on US 377 (Denton Highway).

PASSED AND APPROVED this 13th day of May, 1996.

Gary Larson

Gary Larson, Mayor

ATTEST:

Helen Harris

Helen Harris, City Secretary

Form 1037-1

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF Bedford, COUNTY OF Tarrant, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. 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 AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

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 BEDFORD, TEXAS:

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

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

SECTION 3. That 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. The Mayor of the City, having requested in writing that this ordinance 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 several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

Form 1037-2

STATE OF TEXAS)

COUNTY OF Tarrant)

I, Betty Harrell, the duly appointed, qualified and acting city secretary of the City of Bedford, 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 January 28, A.D., 19 69, at 8:00 o'clock P. M.

To certify which, witness my hand and seal of the City of Bedford TEXAS, this due 30th day of January, 19 69, at Bedford Texas.

Betty Harrell
City Secretary of the City of
Bedford Texas

TEXAS HIGHWAY DEPARTMENT
WOR.' TEXAS-REC'D: FEB 13 '69

Form No. 1037
Resolution
Feb. '61

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED January 28, 1969, BETWEEN THE STATE OF TEXAS AND THE CITY OF Bedford, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF Bedford; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Bedford:

SECTION 1. That the certain agreement dated January 28, 1969 between the State of Texas and the City of Bedford for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Bedford be, and the same is, hereby approved; and that Mayor J. Bruner is hereby authorized to execute said agreement on behalf of the City of Bedford and to transmit the same to the State of Texas for appropriate action.

PASSED: January 28, 1969

APPROVED: January 28, 1969

J. Bruner
Mayor

ATTEST:

Betty Harrell
Secretary

City

Clerk

APPROVED AS TO FORM:

George W. Davis
City Attorney

TEXAS HIGHWAY DEPARTMENT
WOR... TEXAS-REC'D: FEB 13 '69

Form 1038
(Revised 7-1-67)

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 28th day of January, 19 69, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Bedford, Tarrant County, Texas (population 2,706, 1960 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 convenants 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 and which 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 and 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 installations 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 throughthe 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 Vernon'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 agree-

ment 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 otherwise 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.

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 Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled 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. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.

6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

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. 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 practicable.

4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Form 1038
(Revised 7-1-67)

Termination

1. 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 Bedford on the 28th day of January 19 69, and the Highway Department on the 19th day of February 19 69.

ATTEST:

Betty Harrell

CITY OF Bedford

BY [signature]

Mayor
(Title of Signing Official)

STATE OF TEXAS

APPROVAL RECOMMENDED:

R. W. Crook
District Engineer, District 2

N. R. Brown
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. 60394

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

TEXAS HIGHWAY DEPARTMENT
TEXAS-REC'D: FEB 13 '69

"EXHIBIT A"

NON CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED: None

II. CITY MAINTAINED: None

CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. STATE HIGHWAY 121: From East City Limits to West City Limits.

II. CITY MAINTAINED: None

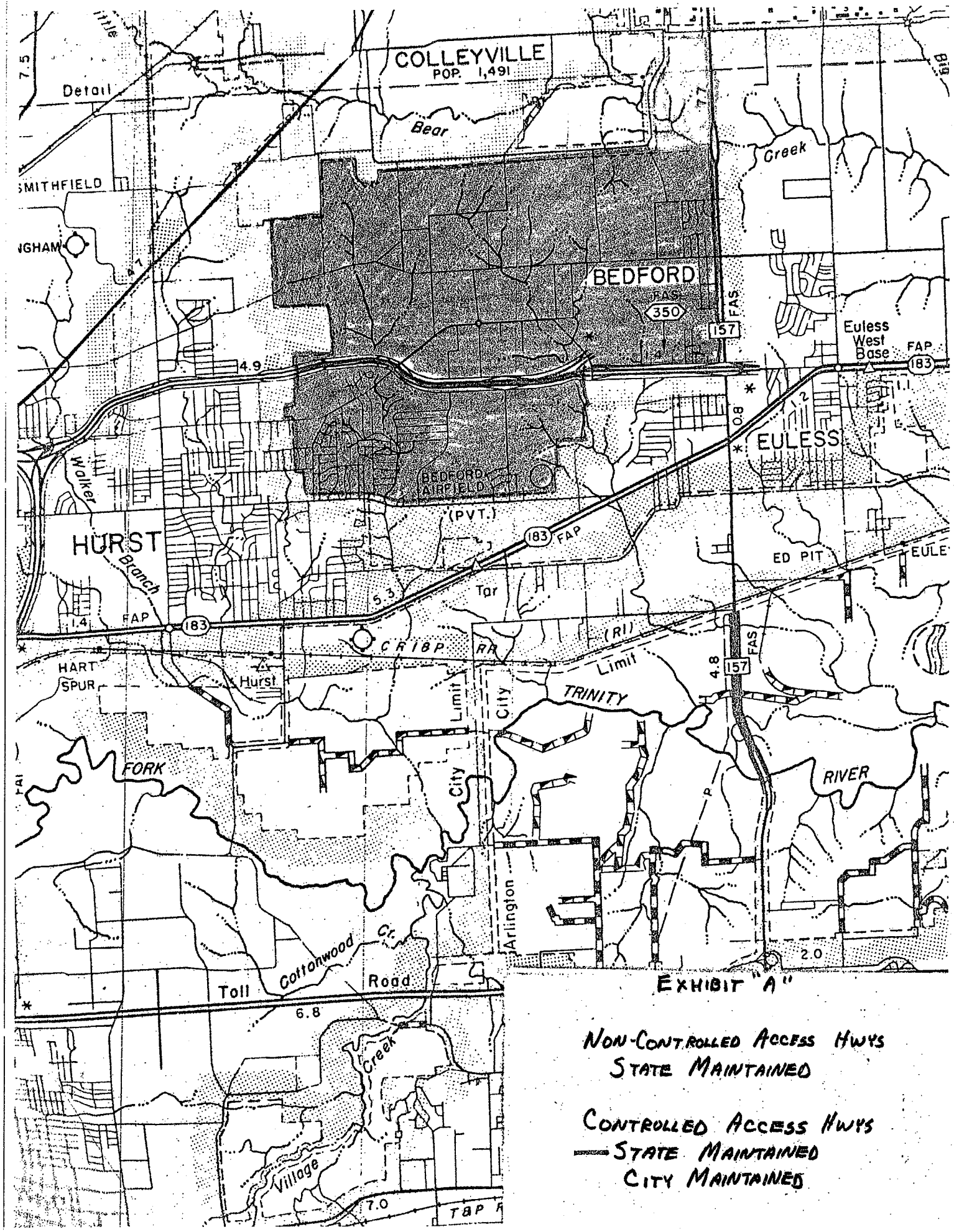


EXHIBIT "A"

NON-CONTROLLED ACCESS HWYS
STATE MAINTAINED

CONTROLLED ACCESS HWYS
STATE MAINTAINED
CITY MAINTAINED

Form 1038
(Rev. 2/2004)

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 9th day of January, 2007 by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of North Richland Hills, Tarrant County, Texas (population 56,635, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

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 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 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 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 and operation of State highways 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; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

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:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated 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 highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution 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 highway and/or for traffic safety.

8. The City shall prevent future encroachments within the right-of-way of the State highways 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 approval in writing from the State.

9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways 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 use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

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

State's Responsibilities (Non-Controlled Access)

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 to supplement City resources when requested by the City and if State resources are available.

3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.

6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 4).

4. 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 in writing.

5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.

7. Perform mowing and litter pickup.

8. Sweep and otherwise clean the pavement.

9. Perform snow and ice control.

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. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

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 grade separation structures or roadways.

5. Except as provided under "General Conditions" in paragraph 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. 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 unless covered by a separate agreement.

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. 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/resolutions 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/resolution 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/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 4).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations 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 North Richland Hills on the 11th day of December, 2006, and the Texas Department of Transportation, on the 9th day of January, 2007.

ATTEST:

Patricia Hutson

Patricia Hutson, City Secretary

CITY OF NORTH RICHLAND HILLS

BY Larry J. Cunningham

(Title of Signing Official)

Larry J. Cunningham, City Manager

NRH Council Action (Y)/ N

Date Approved 12-11-06

Agenda No. PW 2006-40

~~Ord~~ / Res No. 2006-102

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY

District Engineer

Ft. Worth District

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 Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. SH 26
From southwest city limit to northeast city limit.

B. FM 1938
From SH 26 to north city limit.

II. CITY MAINTAINED

None

(Prepared by NRH GIS Dept.)

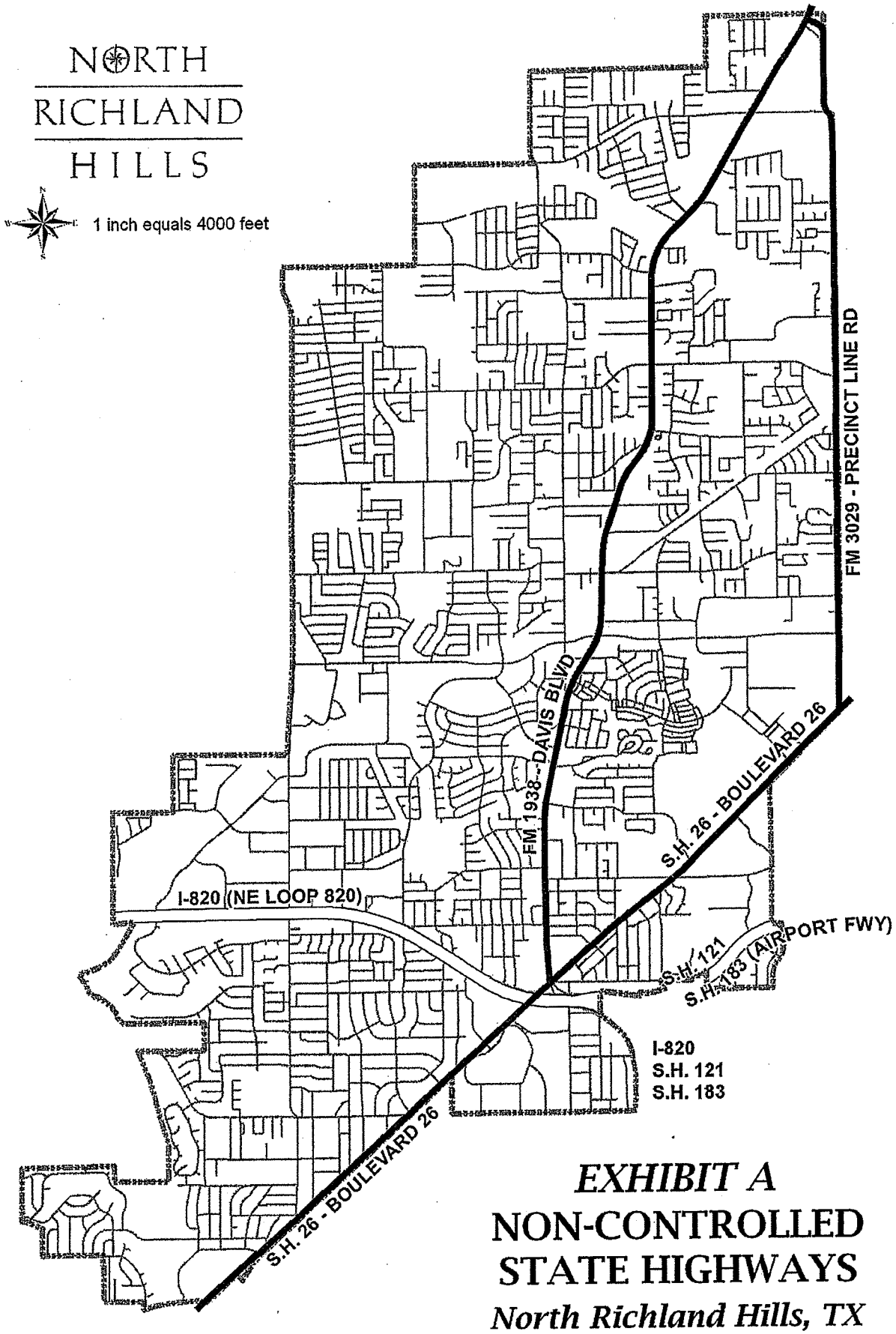


EXHIBIT A
NON-CONTROLLED STATE HIGHWAYS
North Richland Hills, TX

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. IH 820
From west city limit to south city limit.

B. SH 121
From IH 820 to east city limit.

II. CITY MAINTAINED

None.

(Prepared by NRH GIS Dept.)

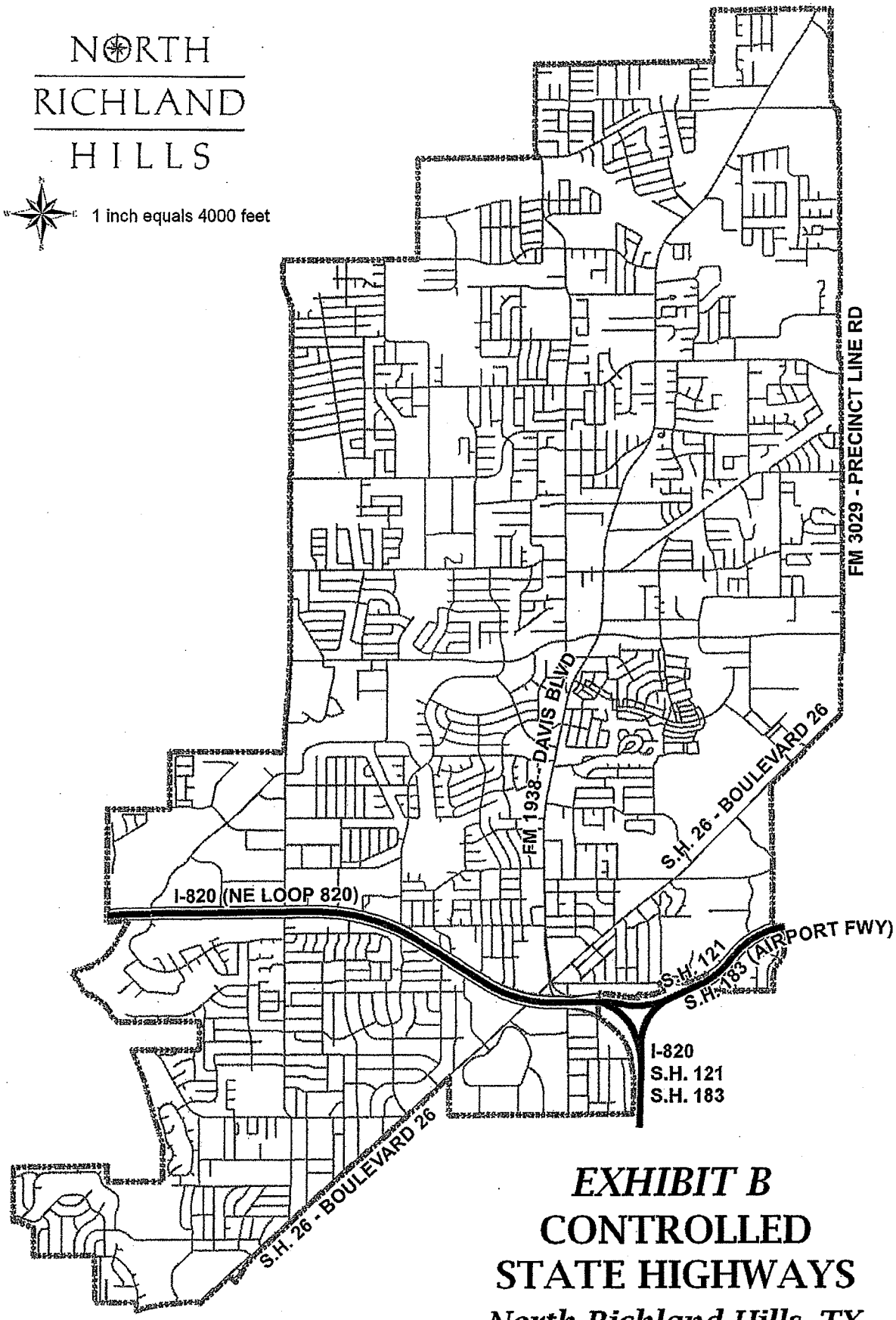


EXHIBIT B
CONTROLLED STATE HIGHWAYS
North Richland Hills, TX

THE COUNTY OF TRAVIS §

AMENDMENT TO MUNICIPAL MAINTENANCE AGREEMENT FOR THE FURNISHING, INSTALLING, OPERATION AND MAINTENANCE OF CAMERAS ON STATE HIGHWAY RIGHTS-OF-WAY TO MONITOR COMPLIANCE WITH TRAFFIC-CONTROL SIGNALS

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of North Richland Hills hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of North Richland Hills pursuant to Transportation Code, Section 201.103; and

WHEREAS, the State and the City executed a Municipal Maintenance Agreement on January 9, 2007; and

WHEREAS, the City has requested permission to install cameras on state highway rights-of-way to monitor compliance with traffic-control signals, hereinafter referred to as "camera monitoring equipment", at the locations listed on Exhibit A attached hereto and made a part of hereof; and

WHEREAS, the State has determined that when the City's installation of camera monitoring equipment will not damage the highway facility, impair safety, impede maintenance, or in any way restrict the operation of the highway, the proposed camera monitoring equipment may be installed by the City or its contractor;

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 M E N D M E N T

ARTICLE 1. CONTRACT PERIOD

This amendment becomes effective on final execution by the State and shall remain in effect as long as said camera monitoring equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This amendment may be terminated by one of the following conditions:

1) By mutual agreement of both parties;
2) By the State giving written notice to the City as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this amendment, with proper allowances being made for circumstances beyond the control of the City or its contractor. The State's written notice to the City shall describe the default and the proposed termination date. If the City cures the default before the proposed termination date, the proposed termination is ineffective; or

3) By either party upon thirty (30) days written notice to the other.

Termination of this amendment shall not serve to terminate the underlying Municipal Maintenance Agreement between the State and the City.

ARTICLE 3. COMPENSATION
No compensation shall be paid for this amendment.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

A. The City will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.

B. No reimbursement shall be paid for any materials supplied by the City or its contractor.

C. Any adjustment, replacement, or reinstallation of the camera monitoring equipment due to reconstruction or alteration of the intersection shall be performed by the City at the City's expense. The State will work with the City to provide adequate notice of any planned work to allow for the necessary modification or removal.

D. All installation or maintenance work performed by the City or its contractor requiring traffic control shall be performed in accordance with the *Texas Manual on Uniform Traffic Control Devices*.

ARTICLE 5. INSPECTION OF WORK

A. The City or its contractor will furnish the State a complete set of design drawings and installation plans for review. The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the camera monitoring equipment.

B. The State reserves the right to inspect and request modification of any camera monitoring equipment under this agreement both prior to and after installation. No installation may occur until the State has approved the proposed installation.

C. The State reserves the right to inspect and approve the completed installation.

D. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES
The parties 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. The State shall <u>not</u> be held responsible for the operation (or non-operation) of the camera monitoring equipment or for any effect it may have.

The City is responsible for any damage that may occur to state equipment during the installation, maintenance or operation of the camera monitoring equipment. The City is responsible for maintaining the camera monitoring equipment and related signing in good working order and keeping such equipment free from graffiti.

ARTICLE 7. DE-ACTIVATION OF CAMERA MONITORING EQUIPMENT
The State reserves the right to disconnect and remove camera monitoring equipment from the traffic signals should any problem arise affecting the State. The State will notify the appropriate

City office of the de-activation of the camera monitoring equipment. Upon correction of the problem, the City may reconnect the camera monitoring equipment.

ARTICLE 8. INSTALLATION REQUIREMENTS
The City or its contractor shall furnish and install all equipment related to the camera monitoring equipment installation. This includes, but is not limited to, camera equipment, camera housing and supporting structure, intersection lighting, vehicle detection system, communications equipment, electrical service and connections, roadway signing, and any interconnection with the signal. The City or its contractor will be responsible for all power costs associated with the operation of the camera monitoring equipment.

Electrical connections made to the State's signal equipment shall be optically or otherwise isolated as approved by the State and shall not affect the operation of any component of the traffic signal system including both the signal controller and the conflict monitor/malfunction management unit.

ARTICLE 9. REPORTS
Upon written request, the City will be required to supply the State with data related to the operation of the camera monitoring equipment.

ARTICLE 10. REMEDIES
Violation or breach of contract terms by the City shall be grounds for termination of the amendment, and any increased cost arising from the City default, breach of contract, or violation of terms shall be paid for by the City. This amendment shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11. INSURANCE
Before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately.

ARTICLE 12. SUCCESSORS AND ASSIGNS
The City shall not assign or otherwise transfer its rights or obligations under this amendment except with the prior written consent of the State.

ARTICLE 13. LEGAL CONSTRUCTION
In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 14. NOTICES

All notices to either party by the other required under this amendment shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
LARRY J. CUNNINGHAM	Maribel P. Chavez
7301 N.E. Loop 820	P.O. Box 6868
NORTH RICHLAND HILLS, TX 76180	Fort Worth, Texas 76115

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 15. GOVERNING LAWS AND VENUE

This amendment shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 16. PRIOR AGREEMENTS SUPERSEDED

This amendment constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 17. REVISIONS TO EXHIBIT A

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

NRH Council Action (Y)/ N
Date Approved 12-11-06
Agenda No. PW2006-39
Ord / Res No. 2006-104

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

THE CITY OF NORTH RICHLAND HILLS
Executed on behalf of the City by:

By [signature] Date 12/12/06

Typed or Printed Name and Title Larry J. Cunningham
City Manager

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 [signature] Date 1/9/07
District Engineer

EXHIBIT "A"

LOCATIONS FOR POTENTIONL CAMERA MONITORING EQUIPMENT

State Highway 26

Boulevard 26

- Rufe Snow Drive
- Vance Road
- Glenview Drive
- Road to the Mall
- Rodger Line Drive
- Northeast Loop 820
- FM 1938/Bedford Euless Road
- Strummer Drive
- Harwood Road
- Tarrant County College Access
- Walker Boulevard/Cannon Drive

FM 1938

Davis Boulevard

- Maplewood Drive
- Harwood Road/Lola Drive
- Emerald Hills Way
- College Circle
- Bridge Street
- Mid-Cities Boulevard
- Main Street
- Starnes Road/Rumfield Road
- Shadywood Lane
- Bursey Road (future traffic signal installation)
- North Tarrant Parkway
- Super Target Access
- FM 3029 (Precinct Line Road)

FM 3029

Precinct Line Road

- Mid-Cities Boulevard
- Martin Road
- Glade Road
- Amundson Road (future traffic signal installation)
- Rumfield Road (future traffic signal installation)
- North Tarrant Parkway

Northeast Loop 820

- Holiday Lane
- Rufe Snow Drive

Texas Department of Transportation

P.O. BOX 6868 • FORT WORTH, TEXAS 76115-0868 • (817) 370-6500

November 27, 2000

Ms. Helen Harris
City Secretary
P.O. Box 14246
Haltom City, Texas 76117

Dear Ms. Harris:

Attached is the City's original copy of the Landscape Maintenance Agreement for the Keep Texas Beautiful landscape project at SH 183 and SH 26 in Haltom City.

If you should have any questions concerning this matter, please contact this office at (817) 370-6844.

Sincerely,

Ronald T. Perry
Landscape Architect

RTP
cc: Mr. Glenn Elliott, P.E.

GEE VW GP
RS JP GMc
REC'D NOV 27 2000
FILE

THE STATE OF TEXAS ∋

COUNTY OF TRAVIS ∋

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 Haltom City, acting through its duly authorized officials, as evidenced by Resolution Number _____, dated _____, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and maintains a system of highways, including SH 183 and SH 26 in Tarrant County, Texas for public use and benefit; and

WHEREAS, the City has been awarded a grant of $95,000.00 from the State through the Governor's Community Achievement Award program for landscape improvements upon State owned right-of-way within the City; and

WHEREAS, the City has requested that the project be located in the general vicinity of the interchange of SH 183 and SH 26 in Haltom City, hereinafter called the "Project"; and

WHEREAS, the City has committed to cooperating with the State in the installation of the proposed improvements through a State let and administered construction contract by assuming long term responsibility for the overall maintenance, cost of providing water taps, water meters and water for the project; and

WHEREAS, Texas Transportation Commission Minute Order 107420, dated February 26, 1998, approved funding for the Community Achievement Award program. The action of the Commission was in accordance with the Strategic Plan Strategy to plan, design and manage highway projects. The action permits the State to cooperate with municipalities in the development of Projects by providing State funds which will be used to implement the project in accordance with program guidelines established by State.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto be by them respectively kept and performed as hereinafter set forth, the State and the City do mutually agree as follows:

AGREEMENT

ARTICLE 1. Term of Agreement.

This Agreement becomes effective when finally executed (signed) by the State and shall terminate upon satisfactory completion of the work as called for in the Project Design Plan and as stipulated within this Agreement, unless otherwise terminated as provided hereinafter.

ARTICLE 2. Project Design Plan.

The State, in cooperation with representatives of the City, shall prepare and furnish the Project Design Plan. The Project Design Plan shall contain plans, specifications, and estimates. The Project Design Plan shall be incorporated into this Agreement by reference.

ARTICLE 3. Project Funding.

The total estimated cost of the Project shall be funded by a grant from the State through the Governor's Community Achievement Award program (Work program Number 9916B) and additional funds provided by the Texas Department of Transportation. The project will be installed through a construction contract or contracts administered by the State. The City will not have any monetary obligation for the construction of the project improvements, but will be responsible for all costs associated with ongoing project maintenance for the life of the project.

ARTICLE 4. Responsibility of the Parties.

A. The City agrees to:

1. The City shall save harmless the State and its officers and employees from:
   a. all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the City or of any person employed by the City; and
   b. any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the City, its agents, or employees. The State shall have the right, at it's option and expense, to participate in the defense of any suit, without relieving the City of any obligation hereunder.

2. The City shall require any contractor to indemnify the State in the same manner that the City indemnifies the State in paragraph A1 of this Article.

3. Furnish all labor and incidentals required to perform landscape maintenance and establishment activities to include mowing, pruning fertilization, litter and weed control, irrigation maintenance or other required maintenance during the life of the project. In addition, the City accepts responsibility for furnishing water, water taps and water meters for the irrigation system and/or other improvements during the life of the project.

4. Furnish, erect and maintain any barricades, signs and traffic handling devices, in accordance with the latest Manual of Uniform Traffic Control Devices, and to the satisfaction of the State, as may be required to protect the safety of the traveling public while performing any maintenance work on the project under this agreement.

B. The State agrees to:

1. Furnish the Project Design Plan and Specifications for the construction phase of the contract.

2. Furnish all labor and incidentals required to construct the improvements shown in the Project Design Plan.

3 Cooperate with the City to determine requirements for barricades, signs and traffic handling devices to be used by the City during the maintenance activities.

ARTICLE 5. Overruns/Underruns.

The State shall furnish all funds necessary to design and construct the improvements of this project as shown in the design plan to include revisions to the plan as may be approved by the State. The City shall fund all necessary maintenance and costs for water, water taps and meters, electricity and other future improvements during the life of the project.

ARTICLE 6. Disputes.

Should disputes arise as to the party's obligations under this Agreement, the State's decision shall be final and binding.

ARTICLE 7. Amendments.

Changes in time frame, character, cost or obligations herein shall be enacted by written

amendment. All amendments to this Agreement must be executed by both parties within the contract period specified in Article 1.

ARTICLE 8. Successors and Assigns.

The State and the City shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the other party, and any prohibited assignment or transfer shall be null and void.

ARTICLE 9. Remedies.

Violation or breach of contract terms by the City shall be grounds for termination of the Agreement, and any increased or ongoing costs arising from the City's default, breach of contract or violation of terms shall be paid by the City. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 10. Insurance.

At the time of execution (signature) of the Agreement by the City, the City shall attach required insurance documentation to each Agreement counterpart.

If the City is a self-insured entity and performs any work on the Project, including maintenance, with City Forces, the City shall extend the protection of its self-insurance to the State for any and all damages and injuries arising from the City's performance under this Agreement.

If the City is not a self-insured entity and performs any work, including maintenance, on the project with City Forces, the City shall furnish the State with a completed Certificate of Insurance (TxDOT Form 20.102), and label such documentation EXHIBIT A.

If the City performs any work on the Project through a contractor or contractors, the City shall require its contractor or contractors to furnish the State with a completed Certificate of Insurance, (TxDOT Form 20.102), and shall insure the contractor or contractors maintain such insurance during the term of the Agreement.

ARTICLE 11. Gratuities.

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are

ordinary business lunches and items that have received advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who may reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to Departmental employees, except as mentioned hereabove.

ARTICLE 12. Termination.

This Agreement may be terminated by any of the following conditions:

A. By mutual agreement and consent of both parties.

B. By either party upon thirty days written notice to the other party

C. By either party, upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

D. By satisfactory completion of all services and obligations described herein.

Should the City terminate this Agreement, as prescribed hereabove, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State including future maintenance costs.

IN TESTIMONY WHEREOF, the State and the City have executed duplicate counterparts to effectuate this Agreement.

THE CITY OF HALTOM CITY

By: _____
(Signature)

Bill Eisen
City Manager

(Typed Name and Title)

Date: 11-14-00

THE STATE OF TEXAS

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 Texas Transportation Commission

By: _____

Steven E. Simmons, P.E.
District Engineer,
Fort Worth District
Texas Department of Transportation

Date: 11-21-00

16