TEXAS DEPARTMENT OF TRANSPORTATION

TECHNICAL PROVISIONS

FOR

SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-1

CITY OF DAYTON (LIBERTY COUNTY) MUNICIPAL MAINTENANCE AGREEMENT

RFP Addendum #6A
September 1, 2016

Form 1038
Revised 11/89

Municipal Maintenance Agreement

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made this 17th day of August, 19 93, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of DAYTON, LIBERTY County, Texas (population 5,151, 19 90, Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

WITNESSETH

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

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

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:

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

   B. All State Highway routes or portions thereof which have been designated by the State Highway and Public Transportation Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.

Post-it® Fax Note 7671	Date 4-24-09	# of pages ▶ 11
To John Sudela	From Darlene Boles	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

10. The City agrees that traffic control devices, such as signs, traffic signals and pavement markings, in respect to type of device, points of installation and necessity will be determined by traffic and engineering surveys. The City agrees that it will not install, maintain or permit the installation of any type of traffic control device which will affect or influence the utility of the State Highway routes unless approved in writing by the State. Traffic control devices installed prior to the date of this Agreement are hereby made subject to the terms of this Agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by signature of the plans.

11. The City agrees to assure the grantee's conformance, for proper construction and maintenance of access driveway facilities, in accordance with "Regulations for Access Driveways to State Highways" adopted by the State Department of Highways and Public Transportation or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the State Department of Highways and Public Transportation.

12. It is understood that the use of unused right-of-way and areas beneath structures will be as determined by a separate agreement.

13. On those State Highway routes and portions thereof which are listed and/or graphically shown on Exhibit "A" as "City Maintained" routes, the City agrees to provide bridge inspection and inventory data to the State in accordance with National Bridge Inspection Standards.

Non-Controlled Access Highways

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

State's Responsibilities

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup.
3. Assist in sweeping and otherwise cleaning the pavement.
4. Assist in snow and ice control.
5. Maintain drainage facilities within the limits of the right-of-way.
6. Install and maintain normal regulatory warning and guide signs and normal markings for directing highway traffic in a safe and efficient manner. This includes school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.
7. Install, operate and maintain traffic signals in cities with less than 50,000 population.

5. Install and maintain all normal markings and signs on the main lanes and frontage roads necessary for the proper use of the facility and direction of traffic thereon. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections.
7. Maintain all drainage facilities within the limits of the right-of-way.

City's Responsibilities

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

Termination

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

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

Exhibit "A"
Non-Controlled Access Highways

C I T Y O F D A Y T O N

(Liberty County)

I. STATE MAINTAINED

A. U.S. HIGHWAY 90: From the west city limits to the east city limits at the Liberty city limit

B. STATE HIGHWAY 146: From the Junction U.S. Highway 90 to the south city limits

C. STATE HIGHWAY 321: From the Junction U.S. Highway 90 to north city limits

D. FARM-TO-MARKET 686: From the Junction State Highway 321 to the west city limits

E. FARM-TO-MARKET 1008: From the Junction State Highway 321 to the north city limits

F. FARM-TO-MARKET 1409: From the Junction U.S. Highway 90 to to the south city limits

G. FARM-TO-MARKET 1960: From the Junction State Highway 321 to the west city limits

II. CITY MAINTAINED

N O N E

City of

D A Y T O N

Liberty County, Texas

Exhibit "A"
Non-Controlled Access Highways

STATE MAINTAINED: ////////

CITY MAINTAINED: N O N E

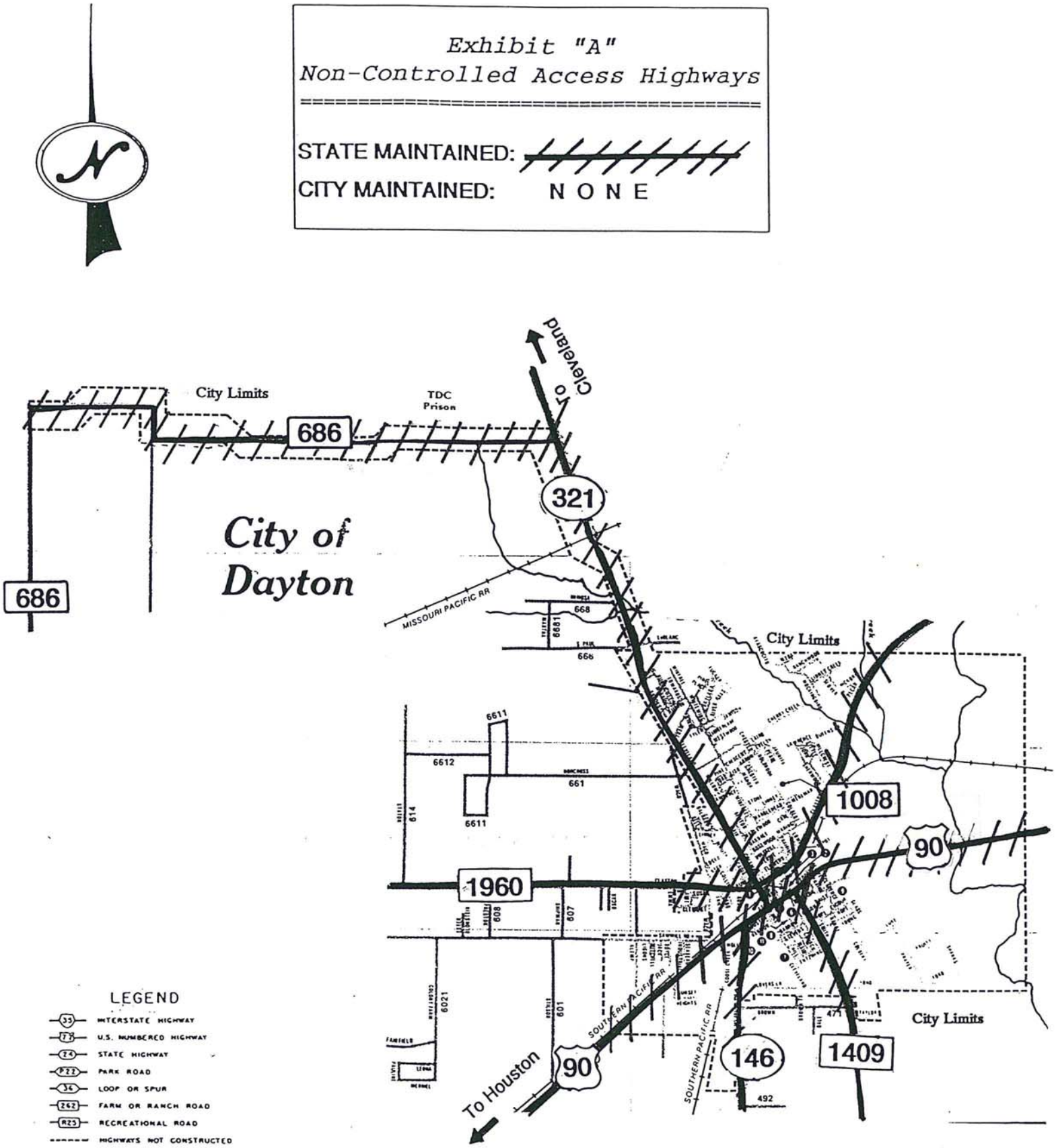

Exhibit "B"
Controlled Access Highways

C I T Y O F D A Y T O N

(Liberty County)

I. STATE MAINTAINED

N O N E

II. CITY MAINTAINED

N O N E

RESOLUTION

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

SECTION 1. That the certain agreement dated July 6, 1993 between State of Texas and the City of Dayton, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signals/illumination at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of Dayton, be and the same is hereby approved, and Guy L. Harris is hereby authorized to execute said contract on behalf of said city and to transmit the same to the State of Texas for appropriate action.

SECTION 2. That this Resolution shall take effect immediately upon its passage.

ADOPTED: 7-6-93

APPROVED: 7-6-93

Guy L. Harris, Mayor

ATTEST:

Terri Dryden, City Secretary

APPROVED AS TO FORM:

Neal Iverson, City Attorney

The City of Dayton

PHONE 409-258-2642 111 N. CHURCH STREET

Dayton, Texas 77535

I, Terri Dryden, City Secretary in and for the City of Dayton, Liberty County, Texas, do hereby certify that the attached is a true and correct copy of the Resolution by the City Council of the City of Dayton adopted at a regular meeting on July 6, 1993 executing the Agreement dated July 6, 1993 between the State of Texas and the City of Dayton .

Given under my hand and seal of Office, this ninth day of August, 1993.

Terri Dryden

City Secretary, City of Dayton, Texas