TEXAS DEPARTMENT OF TRANSPORTATION

TECHNICAL PROVISIONS

FOR

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

ATTACHMENT 5-2

CITY OF MONT BELVIEU (CHAMBERS COUNTY) MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016

Form 1038
Revised 09/96

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 5th day of October, 2001, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of **MONT BELVIEU**, **CHAMBERS** County, Texas (population **2,324**, 20**00**, 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 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Should the City have a city-wide driveway permit process, the City will issue permits for access driveways and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or with other standards and specifications for the design, construction, and maintenance details subject to approval in writing by the State. Should the City not have a city-wide driveway permit process, the State may issue access driveway permits on State highway routes in accordance with its "Regulations for Access Driveways to State Highways".

10. 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 above), 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 underdeveloped 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 **MONT BELVIEU** on the 24th day of September, 2001, and the Texas Department of Transportation, on the 5th day of October, 2001.

ATTEST:

Lonnie Lee

CITY OF **MONT BELVIEU**

BY Mayor
(Title of Signing Official)

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 under the authority of Minute Order 85383.

BY
District Engineer

BEAUMONT District

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

CITY OF MONT BELVIEU, TEXAS
Chambers County

Exhibit "A"
Non-Controlled Access Highways

I. State Maintained:

A. State Highway 146: from the south city limits to the north city limits

B. Farm-to-Market 565: from the junction with Loop 207 to the east city limits

C. Farm-to-Market 1942: from the west city limits to the junction with S.H. 146

D. Farm-to-Market 3180: from the south city limits to the end of state maintenance

E. Farm-to-Market 3360: from the junction with F.M. 565 to the junction with S.H. 146

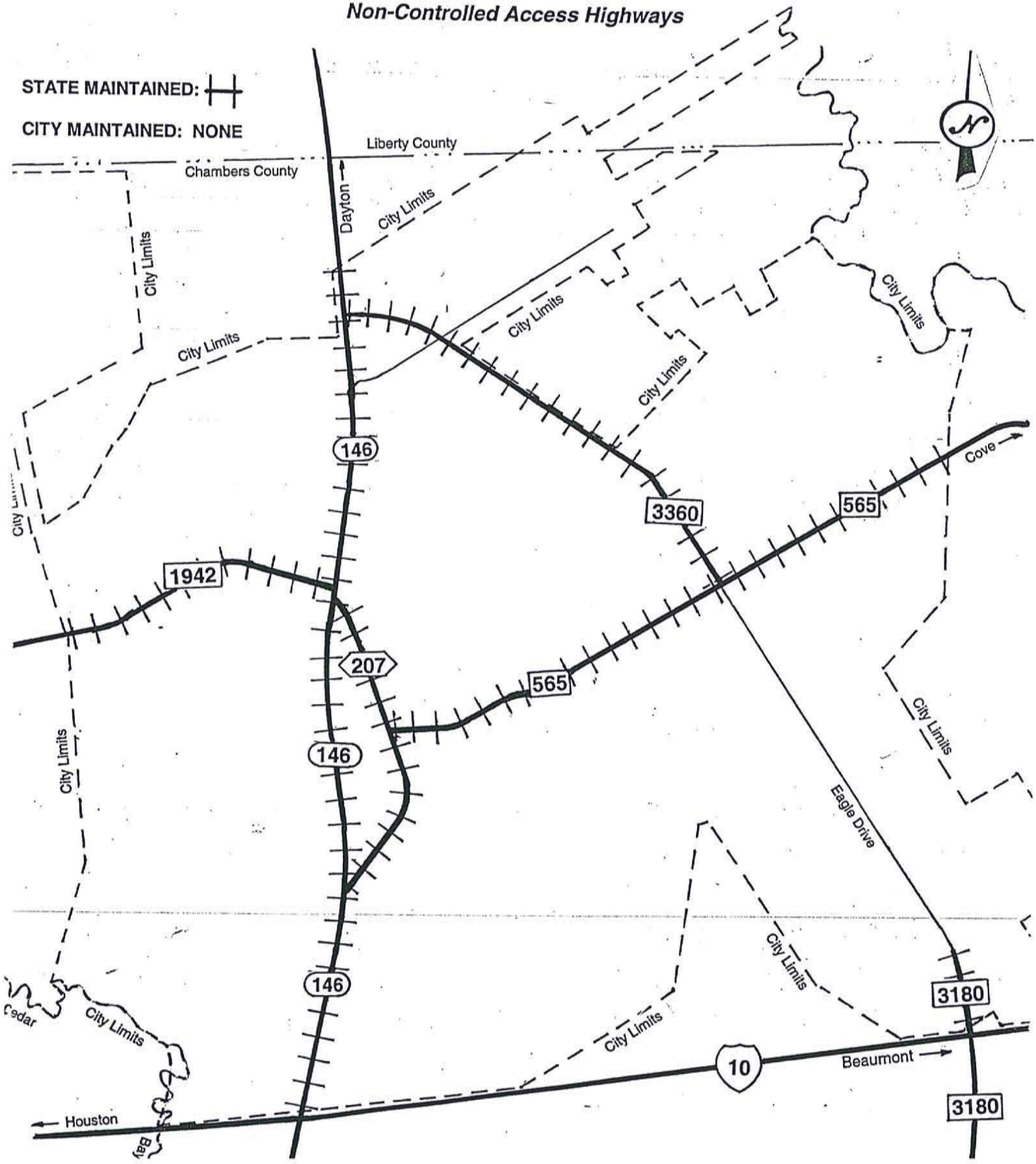
F. Loop 207: from the south junction with S.H. 146 to the north junction with S.H. 146

II. City Maintained:

NONE

CITY OF MONT BELVIEU, TEXAS
Chambers County

Exhibit "A"
Non-Controlled Access Highways



CITY OF MONT BELVIEU, TEXAS
Chambers County

Exhibit "B"
Controlled Access Highways

I. State Maintained:

N O N E

II. City Maintained:

N O N E

Form No. 1037
Ordinance
September 1996

ORDINANCE NO. 2001-029

AN ORDINANCE APPROVING THE AGREEMENT DATED 9-24-01, BETWEEN THE STATE OF TEXAS AND THE CITY OF **MONT BELVIEU**, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF **MONT BELVIEU**; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF **MONT BELVIEU**:

SECTION 1. That the certain agreement dated 9-24-01, between the State of Texas and the City of **MONT BELVIEU** for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of **MONT BELVIEU**, and the same is, hereby approved; and that _____ is hereby authorized to execute said agreement on behalf of the City of **MONT BELVIEU** and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the work contemplated under the above mentioned agreement is needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage and it is accordingly so ordained.

PASSED: 9-24-01

APPROVED: Lonnie Sellers 9/24/01

Lonnie Sellers
Mayor

ATTEST:

Phyllis B. Lowell
Secretary

City of **MONT BELVIEU**
Clerk

APPROVED AS TO FORM:

_____
City Attorney

Form 1037-2

STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Phyllis B Sockwell, the duly appointed, qualified, and acting city secretary of the City of **MONT BELVIEU**, 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 9-24, A.D., 2001, at 6:00 o'clock p. m.

To certify which, witness my hand and seal of the City of **MONT BELVIEU**, TEXAS, this due 1st day of October, 2001, at Mont Belvieu, Texas.

Phyllis B Sockwell
City Secretary of the City of

MONT BELVIEU, Texas