TEXAS DEPARTMENT OF TRANSPORTATION

TECHNICAL PROVISIONS

FOR

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

ATTACHMENT 5-6

CITY OF PATTON VILLAGE (MONTGOMERY COUNTY) MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016

54 04615

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 869-4571

June 28, 1993

Contact: DJM

Municipal Maintenance Agreement
Montgomery County
City of Patton Village

Hon. Cecil White
Mayor Pro Tem, City of Patton Village
P. O. Box 437
Splendora, Texas 77372

Dear Sir:

In April of 1989 we requested a current city limits map for the City of Patton Village to update the Municipal Maintenance Agreement. Due to certain circumstances, there has been a delay in the updating of these records; however, we are now ready to proceed and are requesting your help in the verification of the current city limits of Patton Village with our records.

Attached is a copy of a map of the City of Patton Village and an exhibit delineating the non-controlled access highways within your city limits. Please verify and notify this office in writing as to the correctness of the map. If there are any discrepancies, please send a map showing the correct city limits.

We appreciate your attention to this matter, and if you require any further information, please do not hesitate to contact Liz Gerstenberger of my office at 713/802-5567.

Sincerely,

ORIGINAL SIGNED BY
DENNIS J. MLCAK, P.E.
Dennis J. Mlcak, P.E.
Director of Maintenance
District No. 12

EKG:rs EKG
Attachments
MMA2.LTR

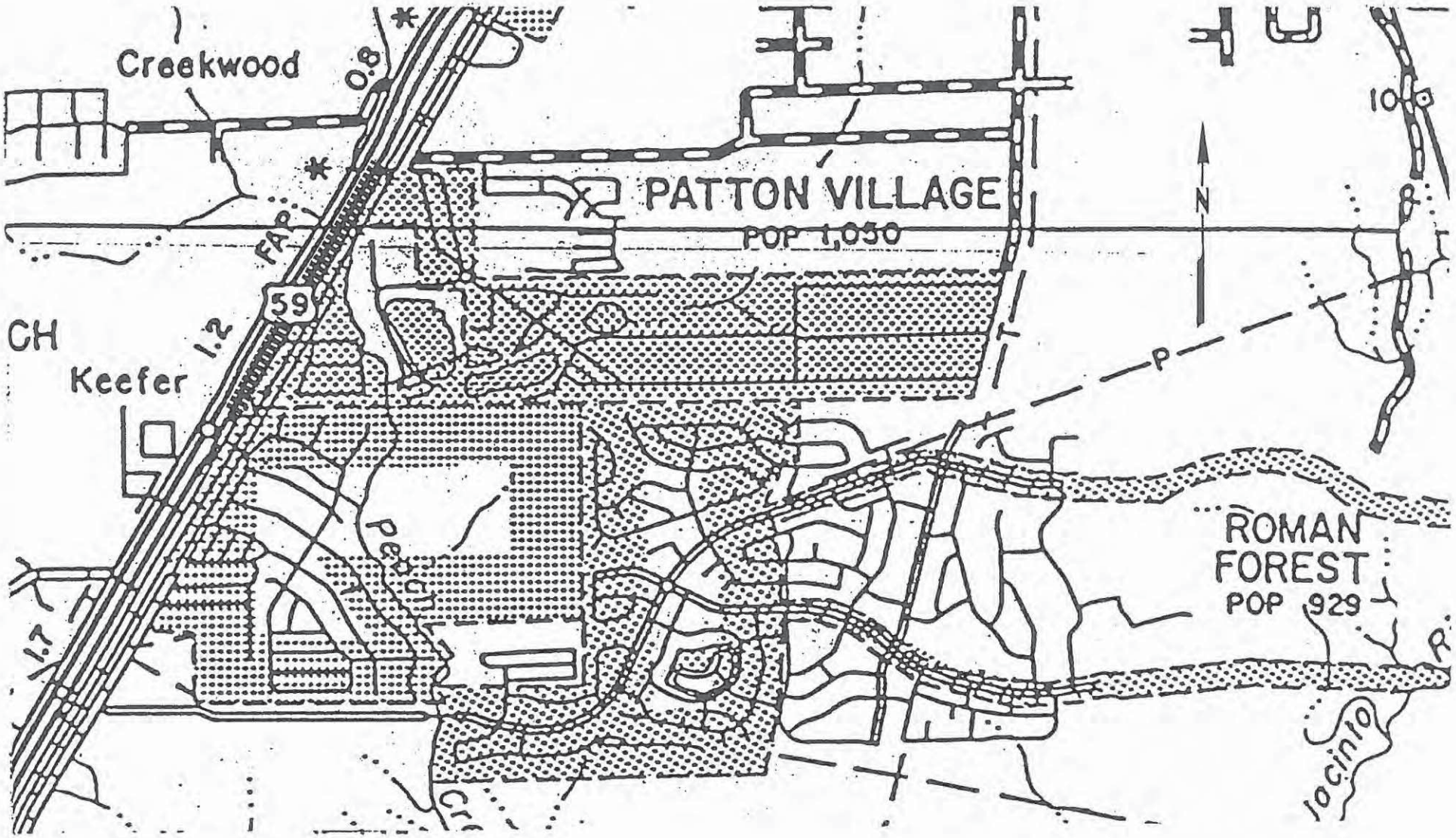
COPY

CITY OF PATTON VILLAGE

EXHIBIT "A"

STATE NON-CONTROLLED ACCESS HIGHWAYS

A. US 59: North City Limit to South City Limit


Creekwood
0.8
PATTON VILLAGE
POP 1,050
N
10
FAP
59
1.2
CH
Keefer
P
ROMAN
FOREST
POP 929
1.7
Jacinto

February 13, 1974

Municipal Maintenance Agreement
Patton Village
Montgomery County

Hon. H. L. Patton
Mayor, City of Patton Village
Route 1, Box 500
Splendora, Texas 77372

Dear Sir:

Attached for your file is one copy of the Municipal Maintenance Agreement which has been executed by the State Highway Department.

Yours very truly,

Omer F. Poorman
District Engineer
District No. 12

Attachment
MQ/cp

cc: Mr. Poorman
Mr. Doss
Mr. Holzwarth
Mr. Anthis

mailed 2-13-74

AM

Form 1038
(Revised 7-1-67)

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 4th day of February, 1974, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of PATTON VILLAGE, MONTGOMERY County, Texas (population 667, 1970 Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

W I T N E S S E T H

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

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

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual 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 any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.

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

4. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those 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 PATTON VILLAGE on the 17 day of JANUARY 1974, and the Highway Department on the 4th day of February 1974.

ATTEST:

Donald E. Eames
City Sec

CITY OF _____

BY _____

Mayor
(Title of Signing Official)

RECOMMENDED:

District Engineer, District 12

Engineer of Maintenance

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 State Highway Commission.

By: _____
Chief Engineer of Maintenance Operations

AUTHORITY FOR EXECUTION IS ACCOMPLISHED UNDER MINUTE ORDER NO. 67022

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

EXHIBIT "A"

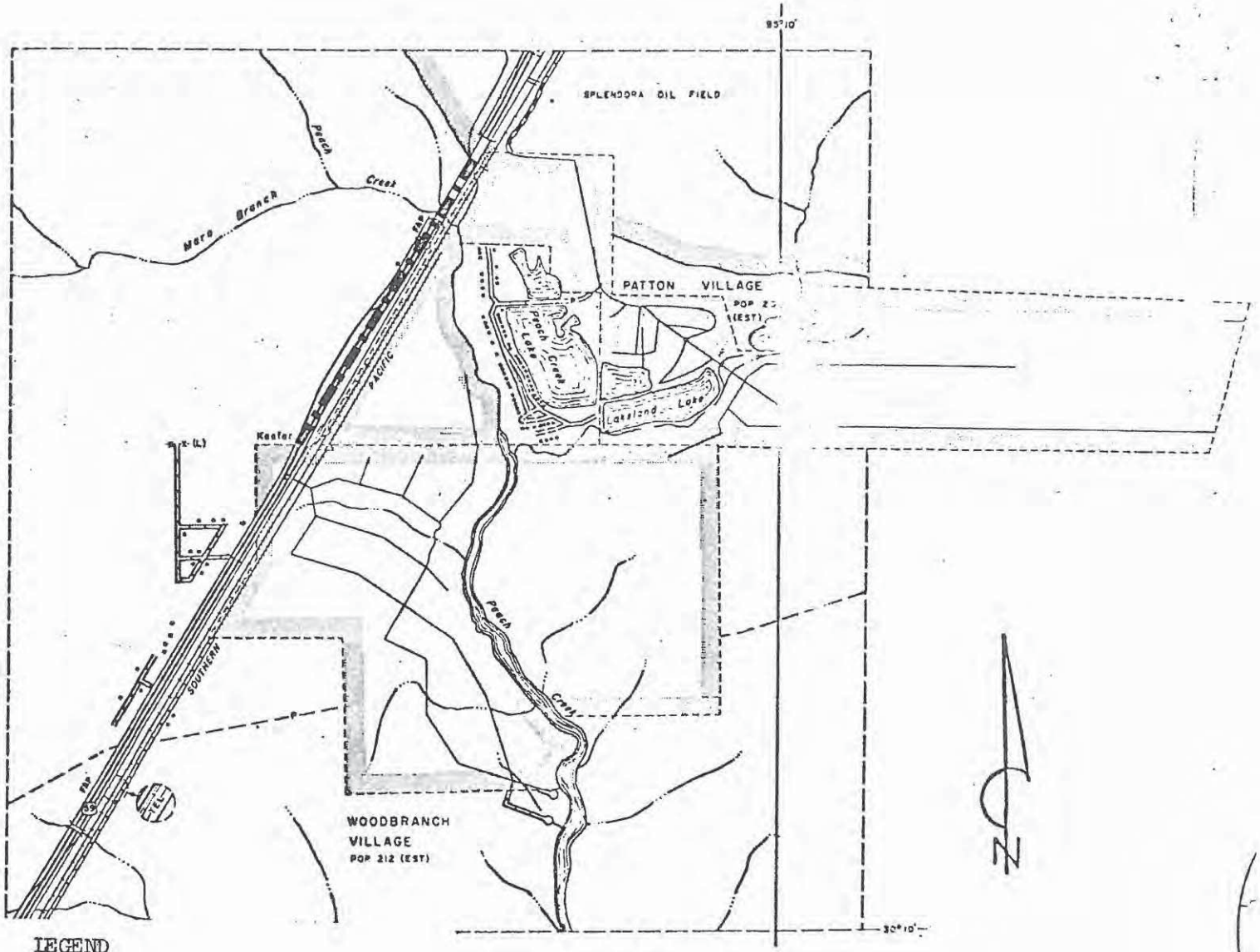
NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. UNITED STATES HIGHWAY 59: From the north city limit to the south city limit (Base, Surface, Structures, Assist in mowing, litter pick-up and maintenance of roadside ditches).

II. CITY MAINTAINED: None

III. The State will handle access driveway permits in areas where assisting in maintenance of roadway ditches.



LEGEND

PATTON VILLAGE

State Maintained (Base, Surface, and Structures, and Assist in Mowing, Litter Pick-up, and Maintenance of Roadway Ditches).

The State will handle Access Driveway permits in areas where assisting in Maintenance of Roadway Ditches.

EXHIBIT "A"

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 PATTON VILLAGE, COUNTY OF MONTGOMERY, 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 [illegible] THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAI[illegible] OF THE SAID MAINTENANCE PROJECT: AND DECLARING AN EMERGENCY A[illegible]G 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 OF PATTON VILLAGE

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 No. 1074

STATE OF TEXAS

COUNTY OF MONTGOMERY

I, DONALD E. EAMES, the duly appointed, qualified and acting city secretary of the City of PATTON VILLAGE, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance/resolution duly passed by the City Council at a meeting held on JAN. 19, A. D., 19 74, at 10:00 o'clock A. M.

To certify which, witness my hand and seal of the City of PATTON VILLAGE, Texas, this 19 day of JANUARY, 19 74, at PATTON VILLAGE, Texas.

PATTON VILLAGE CORPORATE SEAL TEXAS

Donald E. Eames
City Secretary of the City of

PATTON VILLAGE, Texas

WCW