

ORDINANCE NO. 13

AN ORDINANCE APPROVING THE AGREEMENT DATED March 5, 1986 BETWEEN THE STATE OF TEXAS AND THE TOWN OF UHLAND FOR THE MAINTENANCE CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE TOWN OF UHLAND; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BOARD OF ~~COUNCIL~~ ^{ALDERMEN} OF THE TOWN of UHLAND :

SECTION 1. That the certain agreement dated March 5, 1986 between the State of Texas and the Town of Uhland for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways located in the Town of Uhland be, and the same is, hereby approved; and that the Mayor is hereby authorized to execute said agreement on behalf of the Town of Uhland 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: March 5, 1986

APPROVED: March 5, 1986



Mayor
Dan T. Sorrells

ATTEST:



Secretary

Town

Clerk

APPROVED AS TO FORM:

Town Attorney



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTIES OF HAYS AND CALDWELL §

THIS AGREEMENT made this 5th day of March, 1986, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the Town of Umland, Hays and Caldwell Counties, Texas (population 257, 19 , Federal Census) acting by and through its duly authorized officers, hereinafter called the "Town", party of the second part.

W I T N E S S E T H

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

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

A G R E E M E N T

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

Coverage

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

1. 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.
2. The Town 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 "Town Maintained" routes, except that the State is hereby authorized by the Town 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 Town is changed by cancellation, modified routing, new routes, or changes in the Town 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 Town 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 Town or the State.

GENERAL CONDITIONS

1. The Town 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 special agreements between the State and the Town for the maintenance and/or construction of the highways covered herein and this agreement shall supersede any existing Municipal Maintenance Agreements.
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 Town provided the Town shall pay all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the Town and State.

5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the Town 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 Town.
6. The Town shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed by State law 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 Town 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 Town 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 fixed by agreement with the State after traffic and engineering surveys have been made. The Town 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 Town 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 control devices installed as a joint project by the Town and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.
9. The Town 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.
10. It is understood that the use of unused right of way and areas beneath structures will be 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, city limit signs, school safety devices including school crosswalks (in cities under 15,000 population only), center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except pedestrian crosswalks. Any other traffic striping desired by the Town may be placed and maintained by the Town subject to the approval of the State.
3. Assist the Town 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.

Town'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. Install and maintain all parking restriction signs, school safety devices including school crosswalks (in cities over 15,000 population only), pedestrian crosswalks, parking stripes and special guide signs when agreed to by the State. Signing and marking of intersecting city streets to State Highway routes will be the full responsibility of the Town.
3. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Department of Highways and Public Transportation specifications, and subject to approval of the State.
4. 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 Town 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 Town and the State.


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 State Department of Highways and Public Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Town of Uhland on the 15th day of March, 1986, and the State Department of Highways and Public Transportation on the _____ day of _____, 19____.

ATTEST:
Vicki Hunter
 CITY SECRETARY

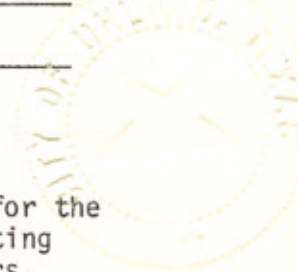
Town of Uhland
 BY Dan T. Sorrells 
 MAYOR
 (Title of Signing Official)

APPROVAL RECOMMENDED:

 District Engineer, District 14

 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 Department of Highways and Public Transportation.
 By _____
 Chief Engineer of Maintenance Operations



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

"EXHIBIT A"
NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

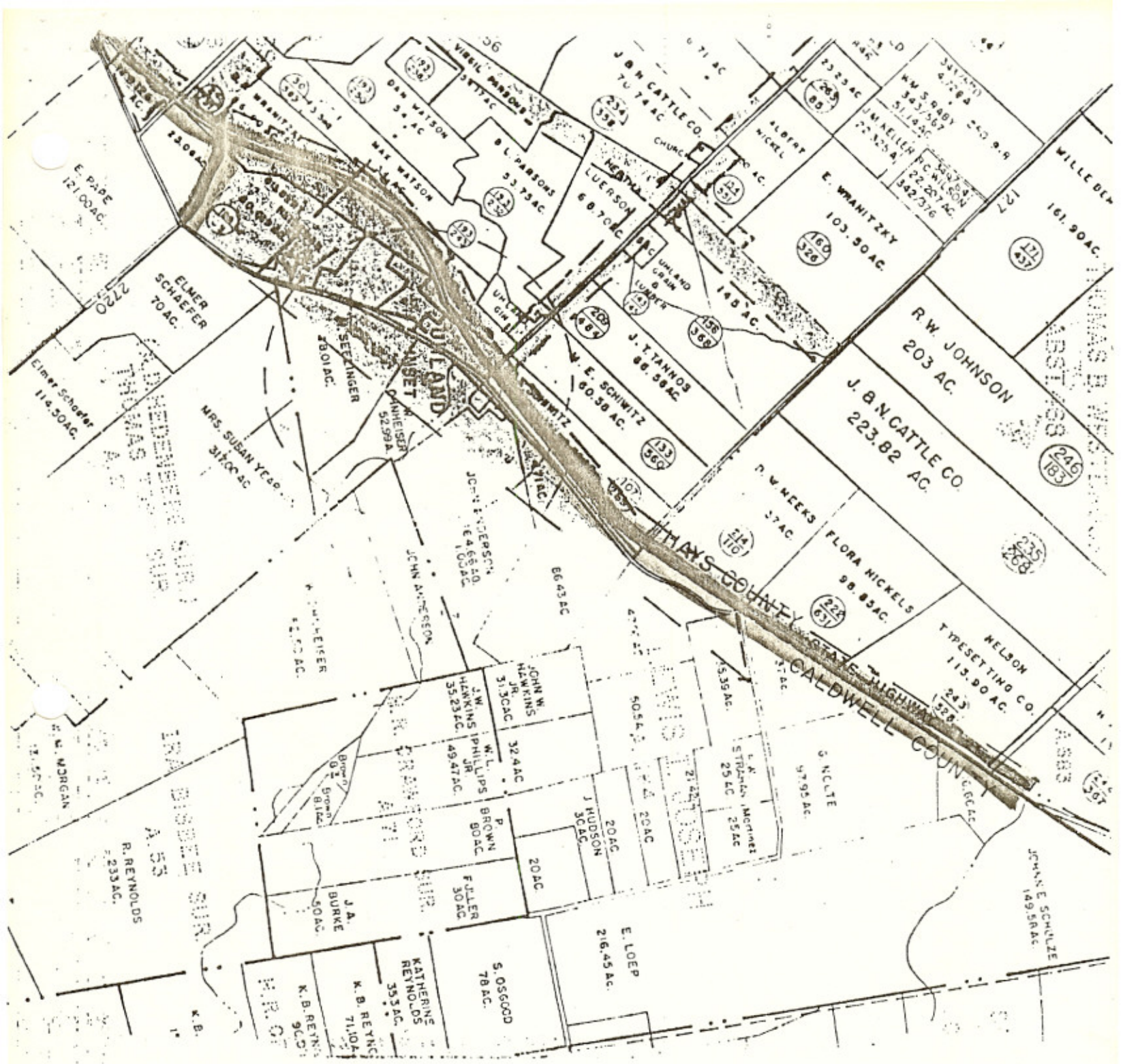
A. Maintenance of the following Highways shall include: Base and Surface, Striping, Signs and Assist in Snow and Ice removal. Assist in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter, and the maintenance of roadway ditches.

- (1) SH 21: From East City Limits of Uhland to the West City Limits of Uhland.
- (2) FM 2720: From South City Limits of Uhland to the North City Limits of Uhland.

II. CITY MAINTAINED

A. Maintenance of the following Highways shall include: All duties which are not specifically delineated as being the State's responsibility in "A" above.

- (1) SH 21: From East City Limits of Uhland to the West City Limits of Uhland.
- (2) FM 2720: From South City Limits of Uhland to the North City Limits of Uhland.



UHLAND

STATE MAINTAINED

(Base and Surface, Striping, Signs, & Ass't
in Snow & Ice Removal.

(Ass't in sweeping and otherwise cleaning
the pavement, in mowing and cleaning of
litter, and in maintenance of roadway ditches.

CITY MAINTAINED

(All duties which are not
specifically delineated as
being the State's responsibility