

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF MESQUITE, COUNTY OF DALLAS, 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 Mesquite, Texas;

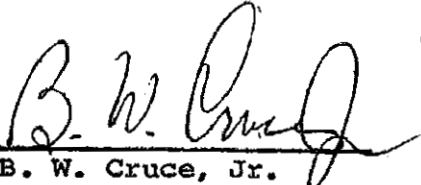
Section 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

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

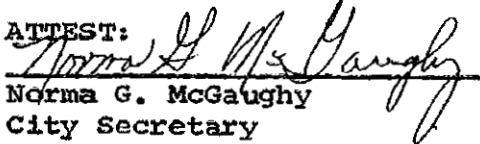
Section 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made 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.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, this the 16th day of July, 1962.



B. W. Cruce, Jr.
Mayor

ATTEST:


Norma G. McGaughy
City Secretary

MUNICIPAL MAINTENANCE AGREEMENT

(For Maintenance Only)

STATE OF TEXAS)
COUNTY OF DALLAS)

THIS AGREEMENT made this 16th day of July, 1962, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Mesquite, Dallas County, Texas, (population 27,526 1690 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 assume maintenance on State Highway routes within such city; and

WHEREAS, the Legislature of the State of Texas did enact Senate Bill No. 415, 46th Legislature, effective May 15, 1939, authorizing and empowering the State Highway Commission in its discretion to enter into contracts or agreements with the governing bodies of incorporated cities, towns, and villages relative to the location, relocation, construction, reconstruction, and maintenance, control, supervision, and regulation of State Highways within or through the corporate limits of such municipalities; and

WHEREAS, the general policy of the State Highway Commission provides that the State Highway Department may assist in maintenance, control, supervision, and regulation of any or all State Highway routes through municipalities with a population of 15,000 or less, and any or all State Highway routes except the congested or downtown sections of those municipalities with a population in excess of 15,000 as shown by the last available Federal Census, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties with reference thereto; and

WHEREAS, the State Highway Engineer, acting for, or 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 certain 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;

WHEREAS, all such agreements made with cities, towns, and villages are for the purpose of maintenance, control, supervision and regulation of State Highway routes, and shall in no way be considered to cover any present or past obligations either real or anticipated, concerning such highway routes through municipalities;

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 that maintenance will be assumed by the State over the specified State Highway routes within said City, as set out in the following provisions.

Coverage

1. State assumption of maintenance under this agreement covers the State Highway routes and portions thereof which are listed and described as follows:

A. S. H. 352
SH 352 from Dallas-Mesquite Common City Limit (East Line Sam Houston Road) to the East City Limit of Mesquite (625' West of Beg. T & P Overpass) (102+25) a distance of 3.867 miles.

2. It is mutually agreed that on the portions of City Streets listed below, along which marked highway routes have been located as authorized by the City, the City shall retain full responsibility and control for maintenance, improvement, and regulation; and the State shall not be required or obligated to participate therein, except that the State is hereby authorized and hereby agrees to erect and maintain normal route markers and directional and destination signs for direction of highway traffic thereon.

(None)

3. In the event 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 of the State Highways within the City, 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. It is mutually agreed that 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 that this agreement shall supersede such existing agreements only in respect to points of conflict.

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

4. The City agrees to 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.

5. The City agrees to prohibit parking where such restrictions are necessary for satisfactory operation of traffic, by passing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.

6. The City agrees that traffic control devices, such as stop and slow signs, traffic signal lights, parking meters, and other types of devices for traffic control, 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 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.

7. 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.

State's Duties

1. The State agrees to maintain normal route markers and directional and destination signs for direction of highway traffic.

2. The State agrees to maintain centerline, lane line, and no-passing barrier line stripes. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. The State agrees to maintain the pavement, base, and its support, and to maintain the normal shoulders on those sections where there is no curb and gutter.

City's Duties

1. The City agrees to prohibit the movement of loads over State maintained streets which exceed the legal limits for designated State highways for either weight, length, height or width except those having proper permits from the State for such movements.

2. The City agrees to prohibit the servicing of vehicles within the normal width of streets and to prohibit signs, except official traffic signs, extending into the streets beyond the curb line, except on any streets and/or portions of streets for which an existing agreement between the State and the City specifies the control of sign location, in which instances those provisions of such agreement covering control of sign location shall remain in full force and effect.

3. The City agrees to prevent future encroachments within the right-of-way of the highway routes and assist in removal of any present encroachments if and when requested by the State.

4. The City agrees to require installation, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accord with State Highway Department specifications and subject to approval of the State; and further agrees to pay to the State promptly the cost of making repairs to the subgrade or surfacing made necessary by such work on utilities or services.

5. The City agrees to retain and continue the responsibility for all drainage, except where participation by the State is specifically covered in an agreement between the City and the State, and to retain and continue its duties of sweeping, flushing, and otherwise keeping the State Highway routes covered herein in a clean and sanitary condition.

6. It is mutually agreed and acknowledged that the City shall retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State.

7. The City agrees to 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 to continue its responsibility for proper construction, maintenance, and control of private entrance facilities.

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.

Page 5

Municipal Agreement

Said State assumption of maintenance to 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 Mesquite, Texas on the 16th day of July, 1962, and the Highway Department on the _____ day of _____, 1962.

ATTEST:

/s/ Norma G. McGaughey
City Secretary

CITY OF MESQUITE, TEXAS

By /s/ B. W. Cruce, Jr.
Mayor

APPROVED/ RECOMMENDED:

STATE OF TEXAS

District Engineer, District 16

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work program heretofore approved and authorized by the State Highway Commission:

Maintenance Engineer

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

By: _____
Chief Engineer of Maintenance Operations