

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** 9/12/2023  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Joaquin Rodriguez, AICP, 212-0065

**DISTRICT(S) AFFECTED:** 3, 5, 6

**STRATEGIC GOAL:** No. 4: Enhance El Paso's Quality of Life  
No.7: Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** N/A

**SUBJECT:**

That the City Manager is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby City agrees to maintain landscape improvements on the BRIO/RTS Bus Stop Irrigation/Landscaping project, limited to the portions along US 62/180 (Montana Avenue) from Geronimo to Tierra Este, and State agrees to allow City to utilize State right-of-way.

**BACKGROUND / DISCUSSION:**

The Montana RTS project constructed Brio stations along the Montana RTS corridor. Ten of these Brio stations included landscaping and irrigation systems on TxDOT right of way. With this agreement, the State allows these improvements and makes the City responsible for the maintenance of the landscaping and irrigation systems at the stations on TxDOT ROW.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT:** Environmental Services Department

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager is authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby City agrees to maintain landscape improvements on the BRIO/RTS Bus Stop Irrigation/Landscaping project, limited to the portions along US 62/180 (Montana Avenue) from Geronimo to Tierra Este, and State agrees to allow City to utilize State right-of-way.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

### ATTEST:

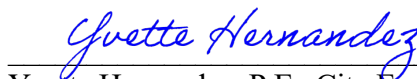
\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:



\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

## THE STATE OF TEXAS

## THE COUNTY OF TRAVIS

This AGREEMENT made this 12 day of September, 2023, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of El Paso, Texas County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

### 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 into 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 into 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 State and the City have entered into a Municipal Maintenance Agreement dated March 21, 2006, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

**WHEREAS**, the City has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

**WHEREAS**, the State will allow such existing and proposed landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

## **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:

### **Contract Period**

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

### **Coverage**

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the **BRIO/RTS Bus Stop Irrigation/Landscaping** project which is located on **US 62/180 (Montana Ave.)** non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along **US 62/180 (Montana Ave.)** from **Geronimo** to **Tierra Este**.

### **Amendment**

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

### **State's Responsibilities**

The State agrees to allow City and its agent(s) or contractor(s) to utilize the State's right-of-way for all aspects of the project described in this Agreement.

### **City's Responsibilities**

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional condition.

## **TERMINATION**

It is understood and agreed between the parties hereto 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. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures,  
the City of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, and the Texas Department of Transportation,  
on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

### **ATTEST:**

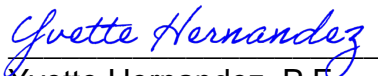
\_\_\_\_\_  
CITY OF \_\_\_\_\_  
By \_\_\_\_\_  
(Title of Signing Official)

### **THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.


By \_\_\_\_\_  
District Engineer

Approved as to Content:

  
Yvette Hernandez, P.E.  
City Engineer

\_\_\_\_\_  
District

Approved as to Form:

  
Roberta Brito  
Assistant City Attorney

Attachments

Contact/Help