

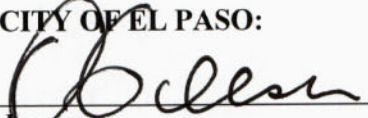
RESOLUTION

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 12th day of September, 2023.

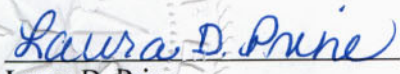
THE CITY OF EL PASO:



Oscar Leeser
Mayor

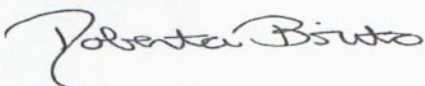


ATTEST:




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



LANDSCAPE MAINTENANCE AGREEMENT

Form 2043
(Rev. 10/18)
Page 1 of 3

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 EL PASO on the 12th day of September, year 2023, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

Tracy Jerome

CITY OF EL PASO

By Senior Deputy City
(Title of Signing Official)

Manager,
Tracy Jerome.

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

District

Approved as to Content:

Yvette Hernandez
Yvette Hernandez, P.E.
City Engineer

Approved as to Form:

Roberta Brito
Roberta Brito
Assistant City Attorney

Attachments

Contact/Help