

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR CITY TO ASSUME OPERATION AND MAINTENANCE OF EXISTING SIGNALS WHEN ANNEXED BY CITY OVER 50,000 POPULATION OR CITY GROWS TO OVER 50,000 POPULATION

THIS AGREEMENT, dated this _____ day of _____, 2021, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Pflugerville, Travis County, Texas, acting by and through its duly authorized officers under an Resolution, passed the day of _____, 2021, hereinafter called the "City", is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, there are highway traffic signals in place at the locations shown on Exhibit 1 - Locations, attached hereto and made a part hereof, said highway traffic signals having been installed, operated, and maintained by the State at a time when said locations were not within the corporate limits of a City of 50,000 population or over; and

WHEREAS, said locations are now within the corporate limits of a City of 50,000 population or over; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5, has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City has requested the State to leave the highway traffic signals in place at the locations shown on EXHIBIT 1 and has authorized the continued existence, use, operation, and maintenance of the highway traffic signals by Resolution passed on the day of _____, 2021.

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, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. The State will leave the highway traffic signals in place at the locations shown on Exhibit 1 - Locations.

Article 2. For locations listed on Exhibit 1 as non-freeway locations: The City will operate and maintain the signals at their expense.

Article 3. The City will pay all power costs for operating the signals.

The City shall be the responsible authority to make changes in the design and operation of the highway traffic signals as it may deem necessary and advisable to promote the safe, convenient and orderly movement of traffic.

The City acknowledges that it is not an agent, servant, or employee of the State, and thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 4. For locations listed on Exhibit 1 as freeway locations:

The State will operate and maintain the signals at its expense.

The State will pay all power costs for operating the signals.

The City will exercise no control whatsoever over the operation, maintenance, use, or existence of the highway traffic signals without written authority from the Texas Department of Transportation.

The State shall have the authority to make such changes in the design and operation of the highway traffic signals as it may deem necessary and advisable to promote the safe, convenient, and orderly movement of traffic.

Article 5. General conditions for all locations shown on Exhibit 1.

The City will be responsible for the police enforcement required for securing obedience to the highway traffic signals.

In the event the signal installation(s) covered by this Agreement become unnecessary or is (are) removed for any reason, this Agreement shall terminate.

The State will not incur any financial obligation to the City as a result of this Agreement.

Any changes in the provisions of this Agreement or obligations of the parties hereto shall be enacted by a written amendment executed by both the State and the City.

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 6. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Pflugerville C/O City Manager PO Box 589 Pflugerville, TX 78691	_____ _____ _____ _____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 7. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 8. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State

Article 9. This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated next to that party's signature.

THE CITY OF PFLUGERVILLE

Executed on behalf of the City by:

By _____ Date _____

Sereniah Breland, City Manager

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, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
_____ District Engineer

EXHIBIT 1 - LOCATIONS

SEE ATTACHED

EXHIBIT 1 - LOCATIONS

● TxDOT “Non-Freeway” Signals

● TxDOT “Freeway” Signals

● TxDOT Flashing Beacon

- 1 FM 1825 & Windermere Drive
- 2 FM 1825 & Heatherwilde Blvd
- 3 FM 1825 & Swenson Farms Boulevard
- 4 FM 1825 & 10th Street
- 5 FM 1825 & Railroad Ave
- 6 FM 1825 & FM 685 Dessau
- 7 FM 685 & Old Austin Hutto Road
- 8 FM 685 & Pfennig Lane
- 9 FM 685 & Pflugerville Parkway
- 10 FM 685 & Town Center Drive
- 11 SH45 EBFR & Heatherwilde Blvd
- 12 SH45 WBFR & Heatherwilde Blvd
- 13 SH130 SBFR & Kelly Lane/45
- 14 SH130 NBFR & Kelly Lane/45
- 15 SH 130 SBFR & 685
- 16 SH 130 NBFR & 685
- 17 SH 130 SBFR & Pflugerville Parkway
- 18 SH 130 NBFR & Pflugerville Parkway
- 19 FM 1825 & SH 130 SBFR
- 20 FM 1825 & SH 130 NBFR
- FM 685 Southbound - North of Town Center Drive

