

**August 13, 2020**  
**Item No. 3.3.**  
**FM 2347 Landscape Agreement**

**Sponsor:** Emily Fisher, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a landscape maintenance agreement with the Texas Department of Transportation for the maintenance of landscape along FM 2347 (George Bush Drive).

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approving.

**Summary:** TXDOT will be installing raised medians along FM 2347 (George Bush Drive) from Rosemary Lane to Timber Street. Planter boxes will be installed within the medians along with landscaping improvements including trees, shrubs, turf plantings, irrigation systems, and other aesthetic elements. By entering into this agreement, the City agrees to maintain all landscape elements within the right of way, including but not limited to plant maintenance and replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance.

**Budget & Financial Summary:** n/a

**Reviewed & Approved by Legal:** No

**Attachments:**

1. FM 2347 LMA - Form 2043



# LANDSCAPE MAINTENANCE AGREEMENT

**THE STATE OF TEXAS**

**THE COUNTY OF TRAVIS**

This AGREEMENT made this 12th day of May, 2020, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of College Station, Brazos 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 May 18, 2009, **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 State 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 provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the

## 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 raised median project which is located on FM 2347 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 FM 2347 from Rosemary Lane to Timber Street.

### **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 shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

### **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 and aesthetically pleasing 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 College Station on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

**ATTEST:**

**THE STATE OF TEXAS**

\_\_\_\_\_

CITY OF COLLEGE STATION

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

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.

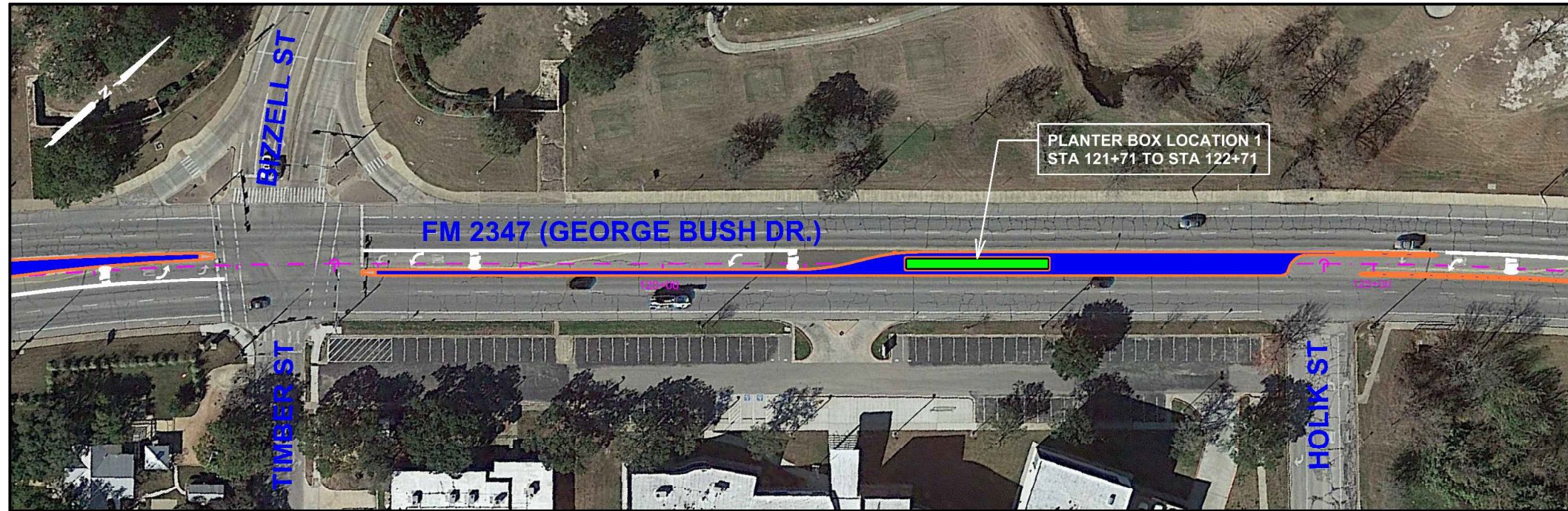
By \_\_\_\_\_  
District Engineer

Bryan District  
District

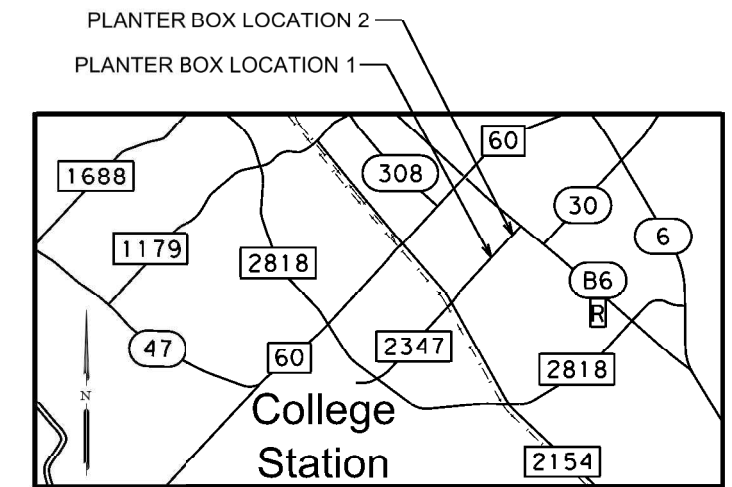
Contact/Help

Attachments



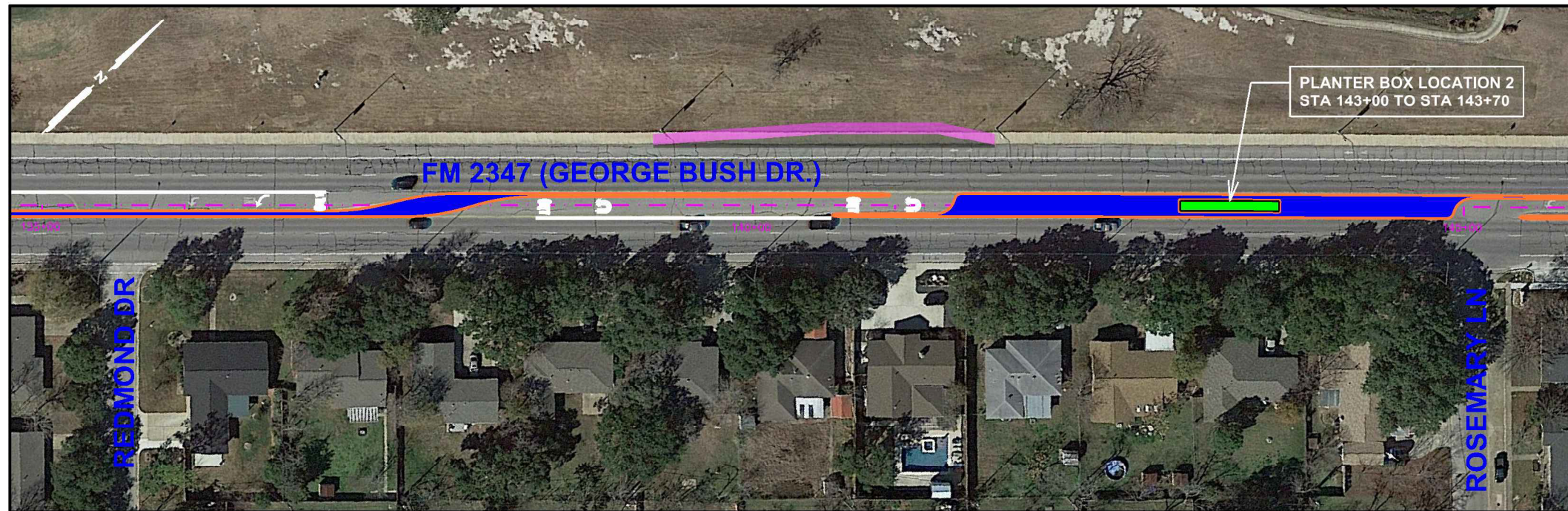


**FM 2347 PLANTER BOX LOCATION 1**  
BETWEEN BIZZELL ST AND HOLIK ST



CITY OF COLLEGE STATION PLANTER BOX LOCATION 1 AND PLANTER BOX LOCATION 2 RESPONSIBILITIES:

1. PLANTER BOX IRRIGATION INSTALLATION, MAINTENANCE AND OPERATION COSTS.
2. INSTALLATION AND MAINTENANCE OF PLANTER BOX CONTENTS (SOIL, MULCH, PLANT MATERIAL, ETC.).
3. MAINTENANCE OF LANDSCAPE BLOCK WALL AND BLOCK WALL CONCRETE FOOTING AROUND THE PERIMETER OF THE PLANTER BOX.



**FM 2347 PLANTER BOX LOCATION 2**  
BETWEEN REDMOND DR AND ROSEMARY LN

CITY OF COLLEGE STATION PLANTER BOX LOCATION 2 RESPONSIBILITY:

1. MAINTAIN A PLANTER BOX VEGETATION HEIGHT OF 2.5' OR LESS ABOVE THE ADJACENT RAISED MEDIAN SURFACE TO MAXIMIZE SIGHT DISTANCE FOR THE U-TURN MANEUVER.

PRINT DATE		REVISION DATE	
<span style="font-size: small;">Texas Department of Transportation ©2020 Bryan District</span>			
<b>ATTACHMENT A</b>			
FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER	
6		FM 2347	
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
3138	01	029, ETC.	



**August 13, 2020**  
**Item No. 3.4.**  
**FM 2818 Landscape Agreement**

**Sponsor:** Emily Fisher, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a landscape maintenance agreement with the Texas Department of Transportation for the maintenance of landscape along FM 2818.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approving.

**Summary:** As part of the FM 2818 widening project, TXDOT will be installing landscaping improvements from FM 60 to FM 2154. These improvements will include trees, shrubs, turf plantings, irrigation systems, and other aesthetic elements. By entering into this agreement, the City agrees to maintain all landscape elements within the right of way, including but not limited to plant maintenance and replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance.

**Budget & Financial Summary:** n/a

**Reviewed & Approved by Legal:** No

**Attachments:**

1. 20300642 rev. FM 2818 LMA - Form 2043

## THE STATE OF TEXAS

## THE COUNTY OF TRAVIS

This AGREEMENT made this 12th day of June, 2020, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of College Station, Brazos 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 May 18, 2009, **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 State 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 provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the

## 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 widening project which is located on FM 2818 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 FM 2818 from 0.5 Miles North of FM 60 to FM 2154.

### **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 shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

### **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 and aesthetically pleasing 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 College Station on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

**ATTEST:**

**THE STATE OF TEXAS**

\_\_\_\_\_  
CITY OF COLLEGE STATION

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

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.

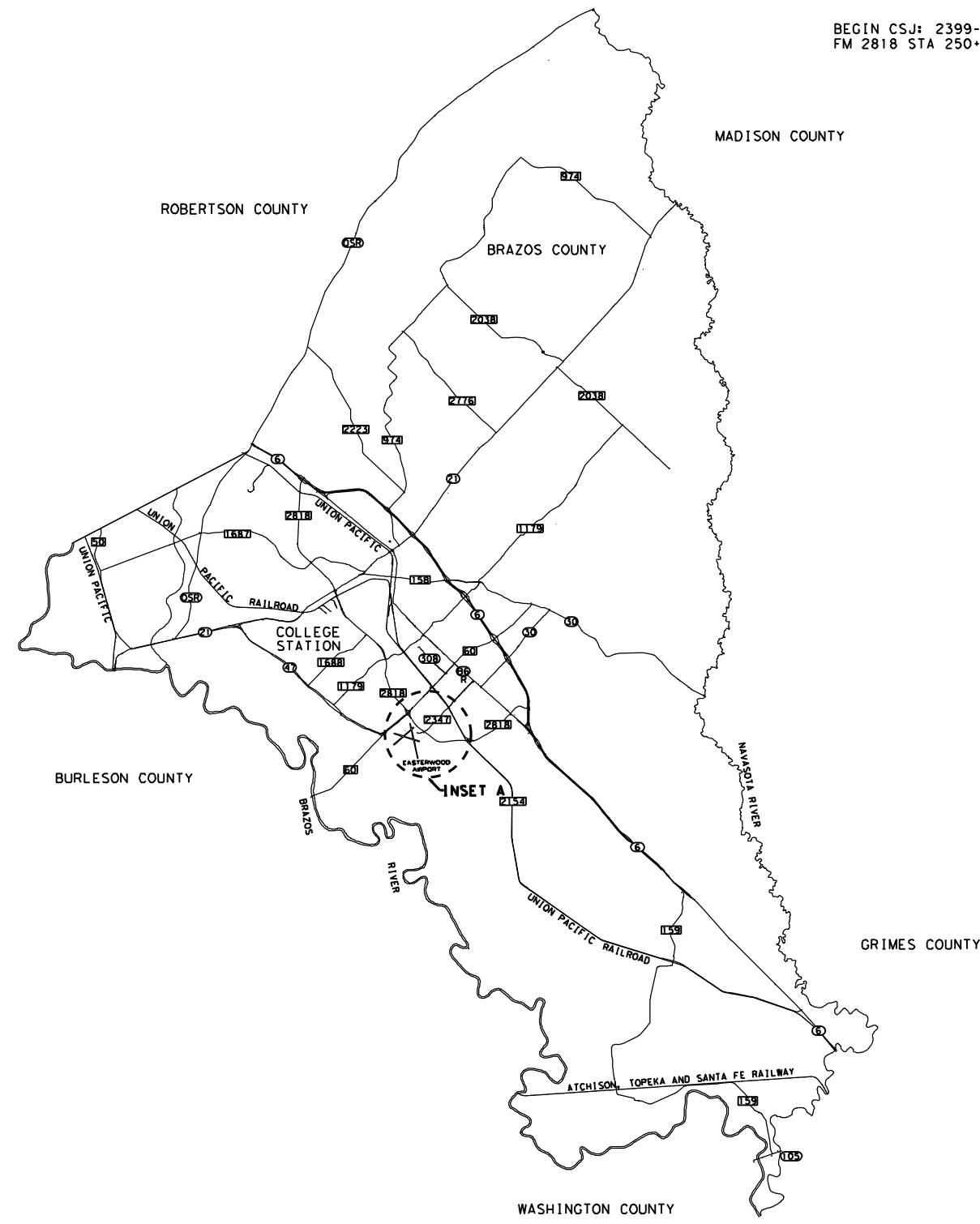
By \_\_\_\_\_  
District Engineer

Bryan District  
District



Attachments

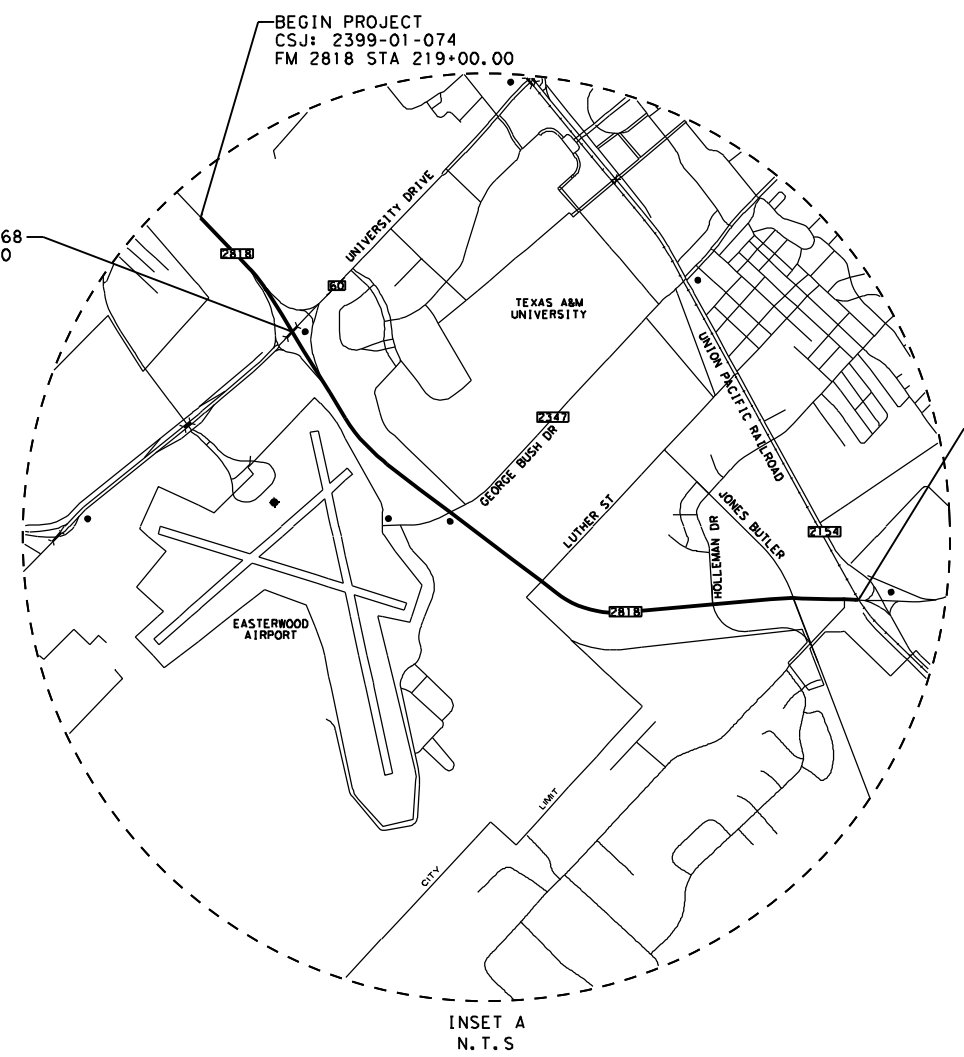
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BEGIN CSJ: 2399-01-068  
 FM 2818 STA 250+55.80

BEGIN PROJECT  
 CSJ: 2399-01-074  
 FM 2818 STA 219+00.00

END PROJECT  
 END CSJ: 2399-01-074  
 END CSJ: 2399-01-068  
 FM 2818 STA 388+75.00



INSET A  
 N.T.S

NOTE:

REFERENCE MARKERS AND MILE POINTS SHOWN ON THE TITLE SHEET ARE FOR REFERENCE PURPOSES ONLY. THE PROJECT LIMIT STATIONS SHOWN REPRESENT THE PROJECT CONSTRUCTION LENGTH. THE PROJECT QUANTITIES ARE BASED ON THE STATIONS, NOT THE MILE POINTS.

PRINT DATE	REVISION DATE
7/22/2020	



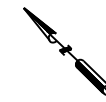
ATTACHMENT "A"  
 (MAP)

SHEET 1 OF 6

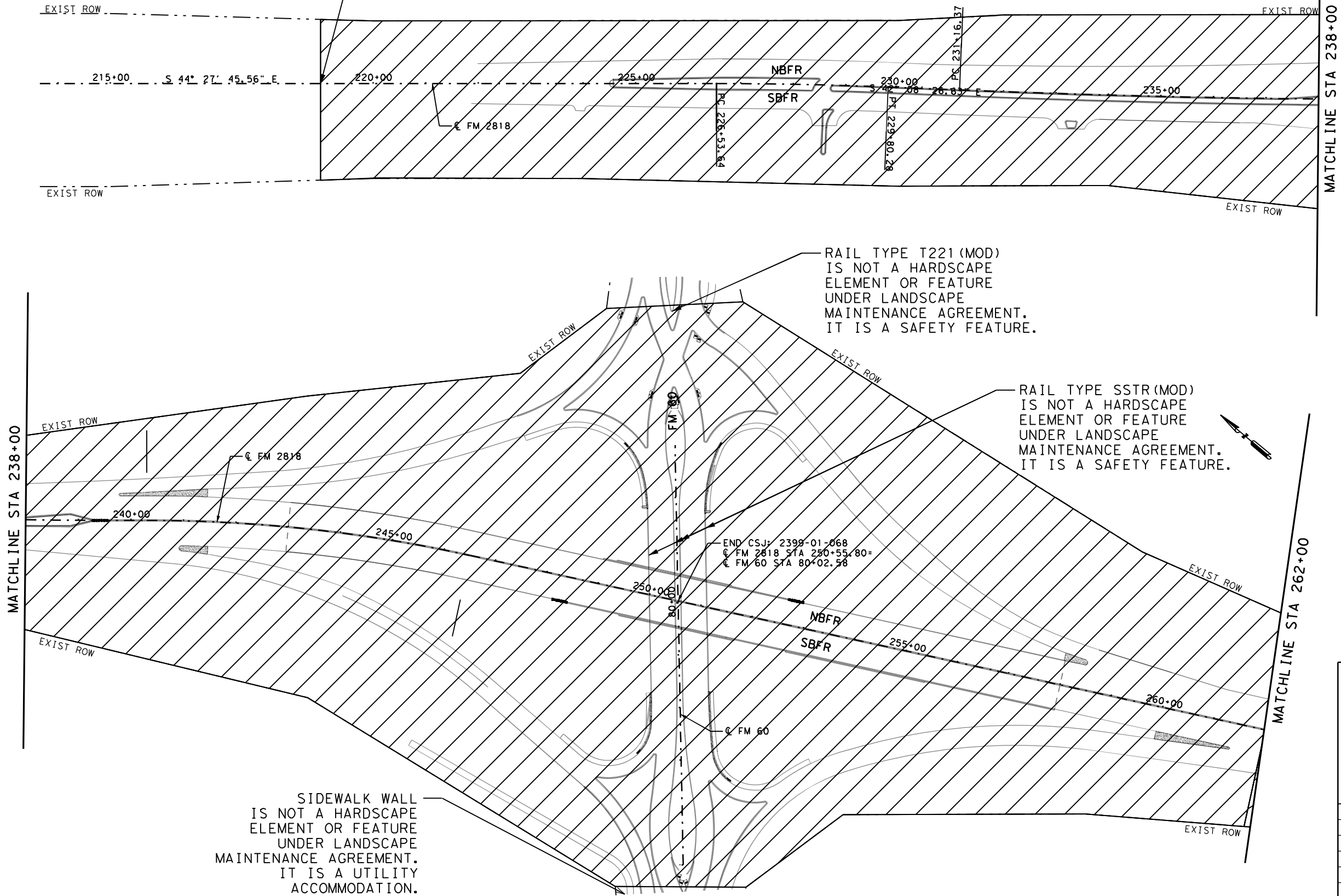
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6	---	FM 2818	
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
2399	01	074, ETC.	

LEGEND

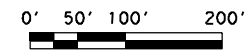
 LIMITS OF LANDSCAPE MAINTENANCE AGREEMENT



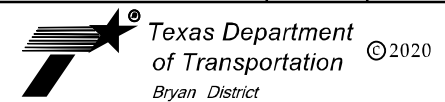
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 BEGIN CSJ: 2399-01-074  
 FM 2818 STA 219+00.00



REV DATE: 2-12-2015  
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PRINT DATE	REVISION DATE
7/22/2020	



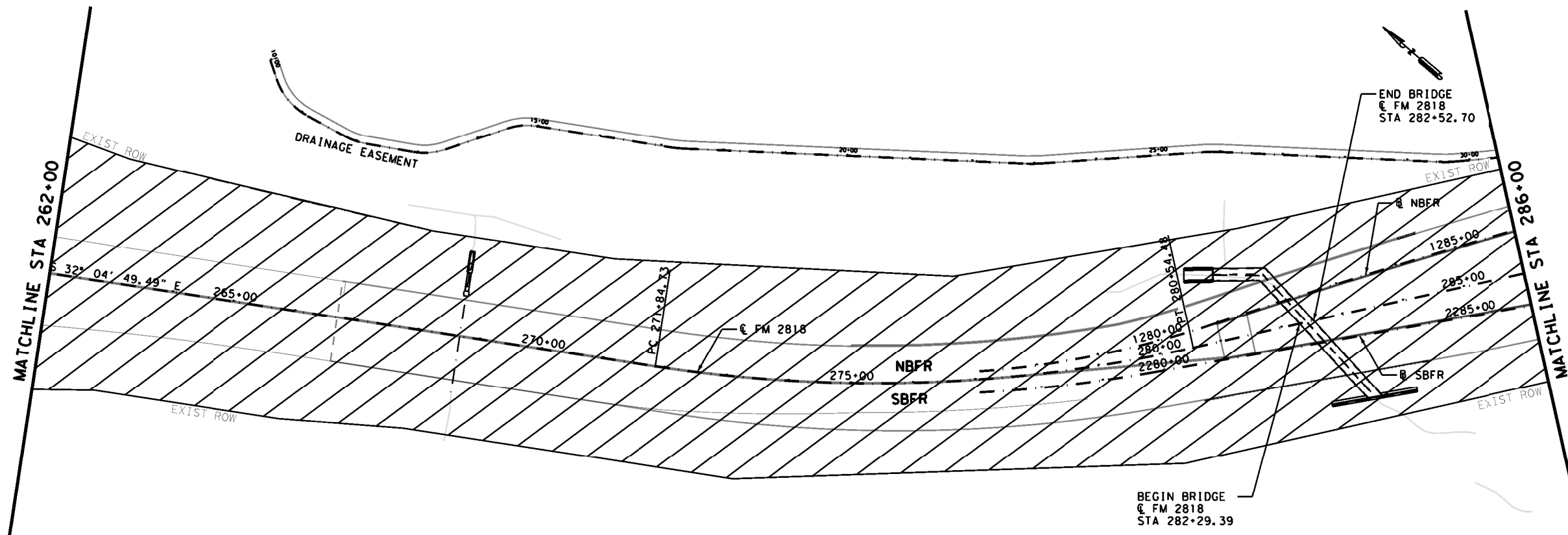
**ATTACHMENT "A"**  
 (BEGIN TO STA 262+00)

SHEET 2 OF 6

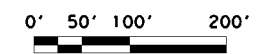
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6	---	FM 2818	
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
2399	01	074, ETC.	

**LEGEND**


 LIMITS OF LANDSCAPE MAINTENANCE AGREEMENT



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PRINT DATE	REVISION DATE
7/22/2020	

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 Bryan District

**ATTACHMENT "A"**  
**(STA 262+00 TO STA 286+00)**

SHEET 3 OF 6

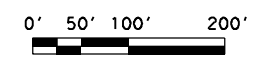
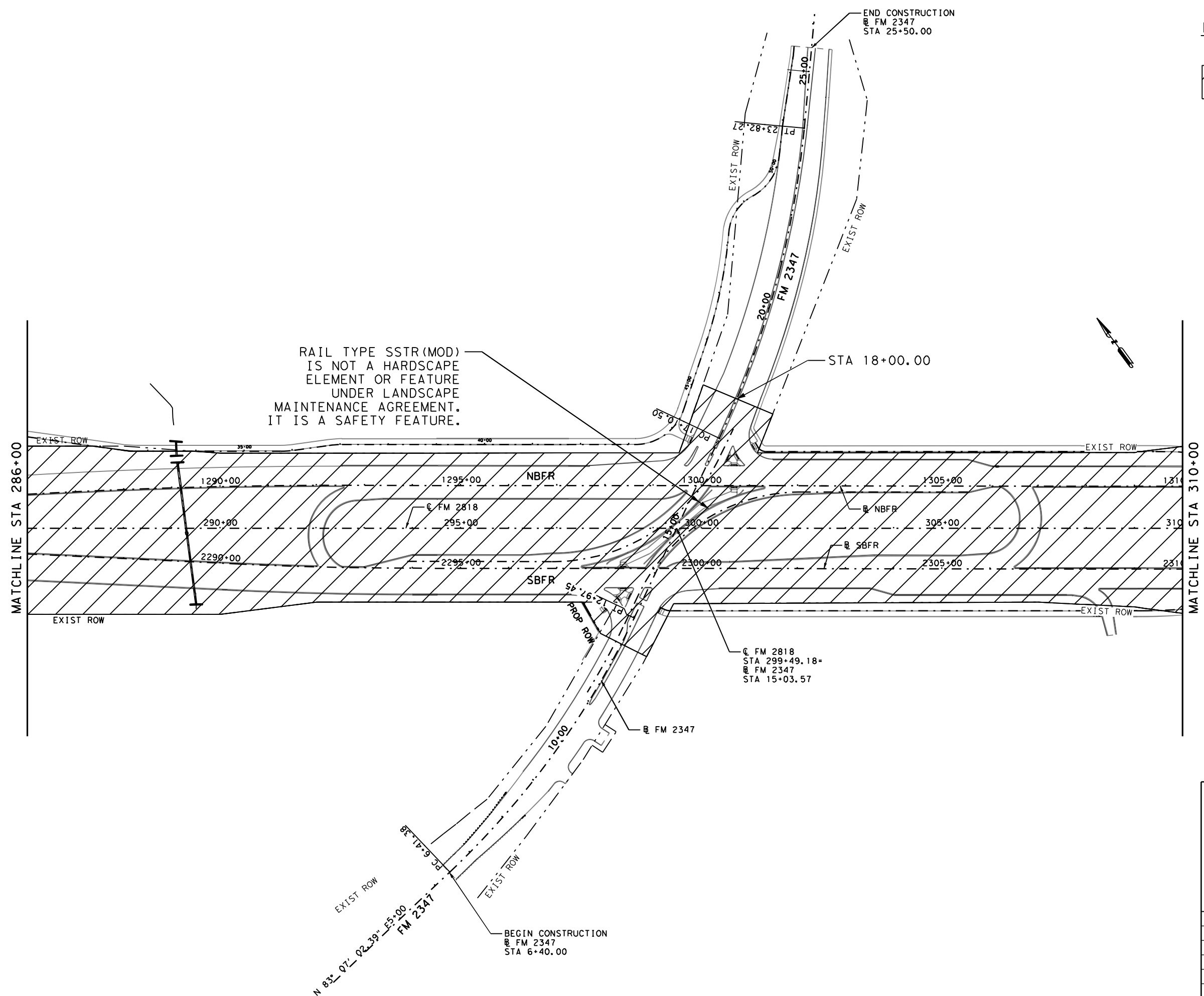
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6	---	FM 2818	
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
2399	01	074, ETC.	




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LEGEND

 LIMITS OF LANDSCAPE MAINTENANCE AGREEMENT



PRINT DATE	REVISION DATE
7/22/2020	

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 Bryan District

ATTACHMENT "A"  
 (STA 286+00 TO STA 310+00)

SHEET 4 OF 6

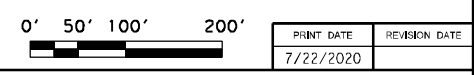
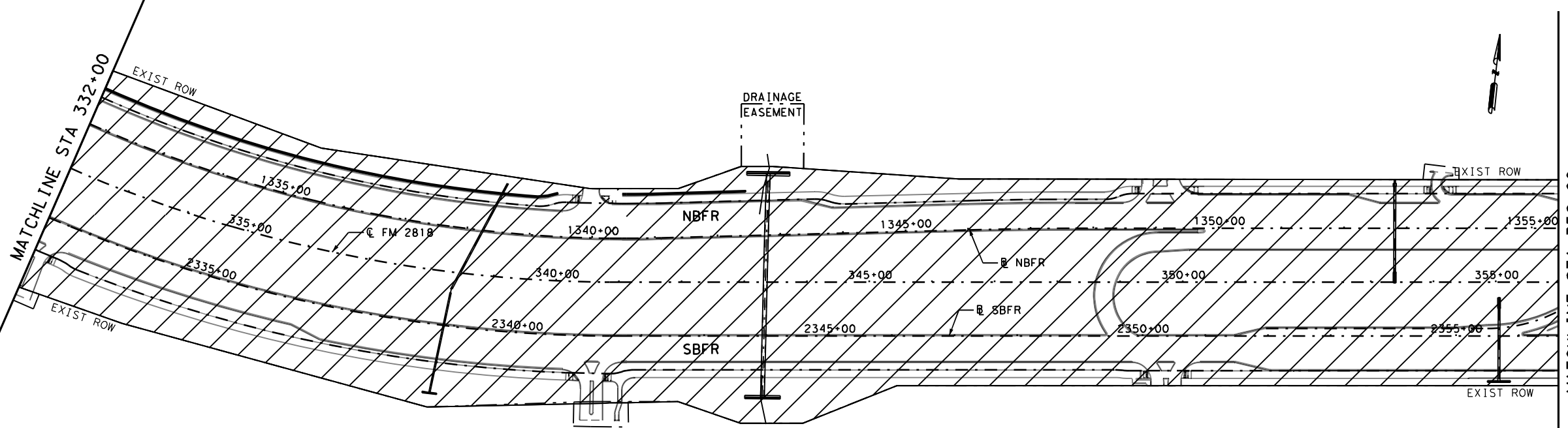
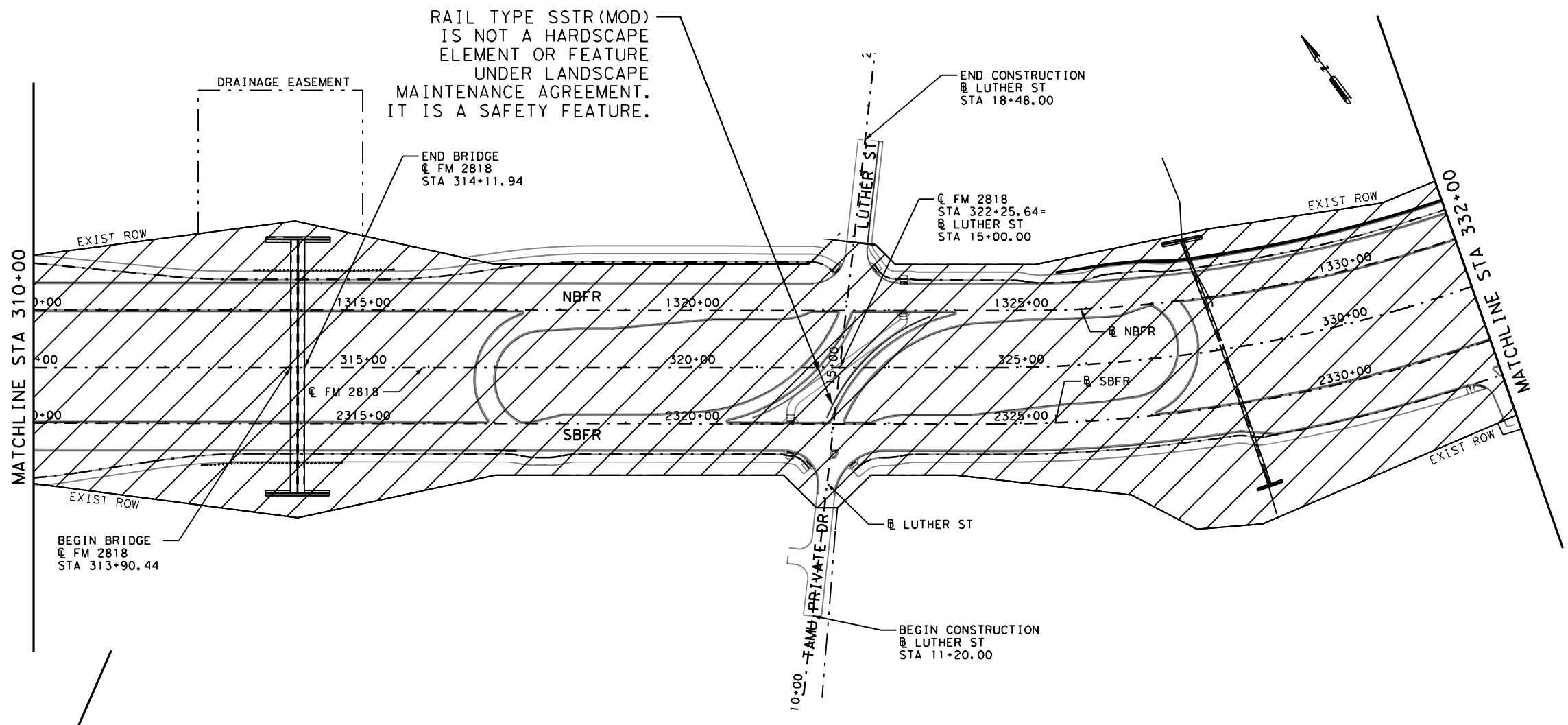
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STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
2399	01	074, ETC.	

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RAIL TYPE SSTR(MOD)  
 IS NOT A HARDSCAPE  
 ELEMENT OR FEATURE  
 UNDER LANDSCAPE  
 MAINTENANCE AGREEMENT.  
 IT IS A SAFETY FEATURE.

LEGEND

 LIMITS OF LANDSCAPE MAINTENANCE AGREEMENT



 Texas Department of Transportation ©2020  
 Bryan District

ATTACHMENT "A"  
 (STA 310+00 TO STA 356+00)

SHEET 5 OF 6

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER	
6	---	FM 2818	
STATE	DISTRICT	COUNTY	
TEXAS	BRY	BRAZOS	
CONTROL	SECTION	JOB	SHEET NO.
2399	01	074, ETC.	