

**June 23, 2022**

**Item No. 7.3.**

**TXDOT Landscape Maintenance Agreement for State Highway 6 and University Drive tree replanting**

**Sponsor:** Emily Fisher, 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 removal and replanting of trees located along State Highway 6.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

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

**Summary:** TXDOT is currently designing the widening of SH 6 from SH 21 to SH 40. This agreement allows for the removal of trees within the right of way of SH 6 within the city of College Station (city limit to SH 40).

Several years ago, the city planted trees in all four quadrants of the SH 6 and University Dr interchange. As part of the widening project, all of the trees are in conflict and will need to be removed. With the tree spade purchased last year, Public Works crews plan on removing and replanting as many trees as possible from this intersection. Beginning in October of this year, crews will begin replanting in several areas of town, including Veterans Park and Athletic Complex and other park property. Trees will also be replanted within other rights of way and property as identified by city staff.

This agreement allows for the removal of the trees located within TXDOT's right of way. City crews will remove and replant as many trees as possible, although some trees will be too large in diameter to remove with the tree spade. TXDOT plans to start road construction in 2024.

**Budget & Financial Summary:** N/A

**Attachments:**

1. 22300594 SH 6 - LMA - College Station



# LANDSCAPE MAINTENANCE AGREEMENT

## THE STATE OF TEXAS

## THE COUNTY OF TRAVIS

This AGREEMENT made this 15th day of February, 2022, 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 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 SH 6 Central Widening project which is located on SH 6, a 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 SH 6 from approximately 0.4 miles North of FM 60 to SH 40.

### **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.

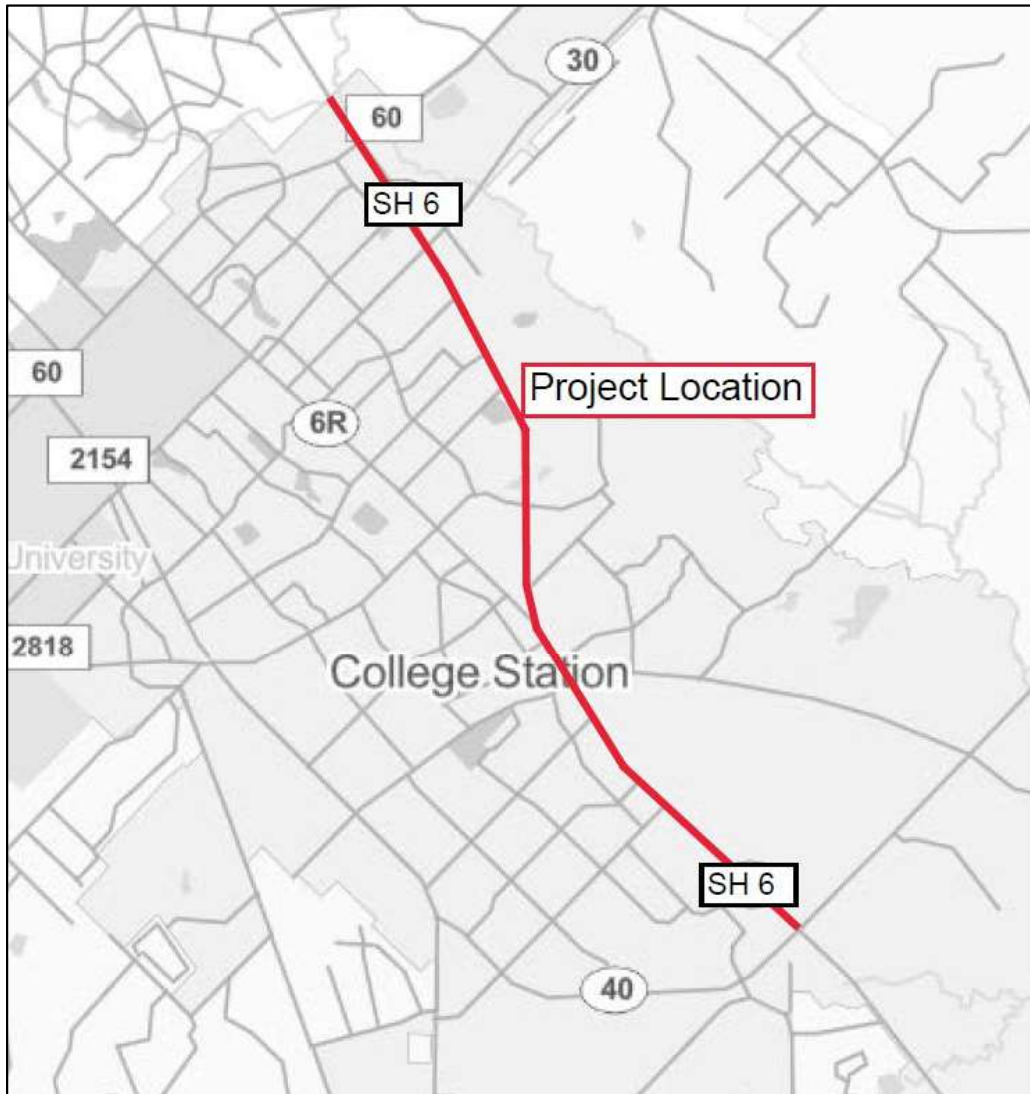
By \_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Bryan  
District

[Contact/Help](#)

Attachments

## Attachment A



The City shall, at its discretion, select trees for removal from the SH6 Corridor that lie within the College Station City limits. These limits extend south within the SH6 Corridor from approximately 0.4 miles North of FM 60 (University Drive) to SH 40 and from SH 6 Right-of-Way on the west to SH 6 Right-of-Way on the east.

Trees shall be selected from the Tree Survey provided by TxDOT to the City for this purpose. Trees removed can be considered for relocation into TxDOT Rights-of-Way with prior approval in writing.

TxDOT will not be responsible for the health of any tree that has been removed by the City. The City will restore any TxDOT Right-of-Way where a tree has been removed including, but not limited to, 1) refilling and compacting with native soil any hole left by the tree removal process and 2) grade the area of tree removal to match adjacent grade. Holes from the tree removal process shall not be left open overnight and shall be filled in by the end of the workday.

The City shall be responsible for verification of all existing utilities around trees to be removed as well as utilities in any new location if trees are being relocated into TxDOT Rights-of-Way.

TxDOT will not be responsible for moving or modifying any overhead utilities such as signal poles, power poles, and any similar utility on or adjacent to City streets to facilitate the removal of trees by the City from TxDOT Right-of-Way to the tree's final location. Should such modification to TxDOT Right-of-Way be required, the City will request written approval from TxDOT prior to making any modifications for the purpose of removing trees.

Maintenance activities not covered within this agreement will continue as outlined in the existing Municipal Maintenance Agreement.

It is mutually agreed upon that the agreement will terminate 30 days prior to the date set for receipt of the construction bids for the SH 6 Central Widening Project (CCSJ 0049-12-110).