

**May 25, 2023**

**Item No. 7.4.**

**TxDOT FM 2818 Landscape Maintenance Agreement**

**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 maintenance of landscape in certain areas along FM 2818.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the landscape maintenance agreement.

**Summary:** Earlier this year, Public Works began transplanting trees from the SH 6 and University Drive intersection. The trees located in this area are scheduled for clearing as part of the SH 6 widening project. While not all trees will be able to be transplanted, the city is attempting to move as many as possible before the start of the project. Several areas have been identified for replanting, including several parks and city facilities. Areas along FM 2818 between Texas Avenue and Southwood Drive were also identified as viable areas for replanting. FM 2818 is a state controlled roadway. Therefore, the Texas Department of Transportation (TxDOT) has requested that the city enter into a landscape maintenance agreement. By entering into this agreement, the city agrees to maintain all landscape elements it installs within the right of way, including but not limited to plant maintenance and replacement, mowing and trimming, etc. The locations of the replanted trees are shown in the attachment to the agreement. The ten trees located in front of the post office have already been planted along with the replacement of several dead trees along the north side of FM 2818. 10 additional trees will be replanted next season.

**Budget & Financial Summary:** Replanting and maintenance of the trees will be done by Public Works staff and is included in the operations and maintenance budget for the Streets, Landscape, Irrigation, and Drainage Division.

**Attachments:**

1. Form 2043 - FM 2818 at BS 6R



## LANDSCAPE MAINTENANCE AGREEMENT

**THE STATE OF TEXAS**

**THE COUNTY OF TRAVIS**

This AGREEMENT made this 1<sup>st</sup> day of May 2023, 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.

### 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 FM 2818 at Texas Avenue Landscape 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 Southwood Drive to BS 6R (Texas Avenue).

## **Amendment**

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

## **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 notify the State of any proposed removal or relocation of healthy plant material that is located within the State's right-of-way (ROW), and shall obtain prior approval from the State before undertaking any such removal or relocation.

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

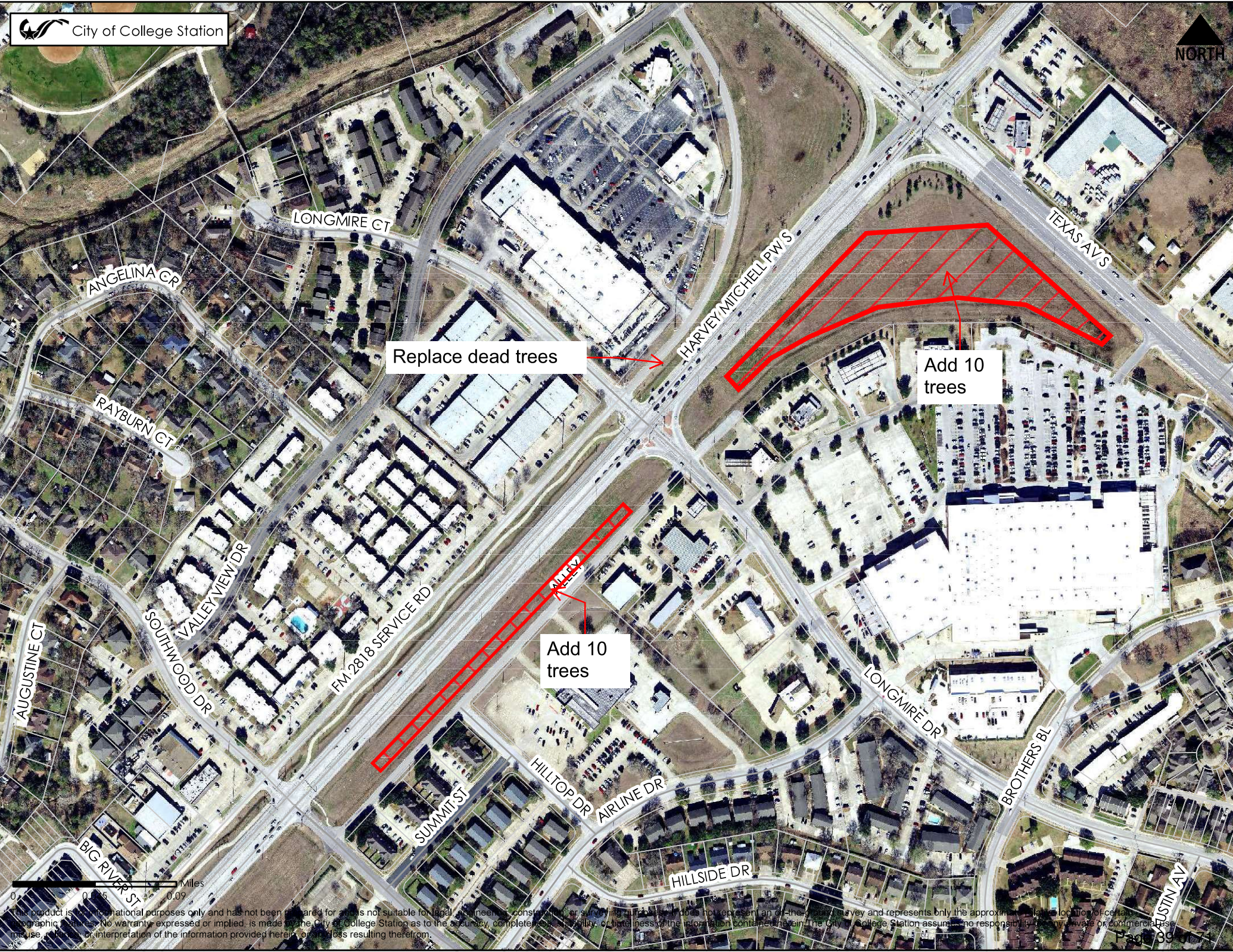
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District

Attachments

Attachment A: Location Map

Contact/Help





Replace dead trees

Add 10 trees

Add 10 trees