

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION RELATED TO THE CITY'S OPERATION OF MAINTAINANCE OF CERTAIN SIGNALS AND THE TEXAS DEPARTMENT OF TRANSPORTATION'S REIMBURSEMENT OF COSTS ASSOCIATED WITH OPERATATION AND MAINTENANCE OF CERTAIN SIGNALS.**

**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 the state highway system ("Non-Freeway Locations") in incorporated cities of less than 50,000 population (latest Federal Census) and on frontage roads and at interchanges of freeways of the state highway system ("Freeway Locations") within all cities; and

**WHEREAS**, there are highway traffic signals in place at the locations 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 the City, which has a population greater than 50,000 according to the 2020 Federal Census; and

**WHEREAS**, the City and State agree the highway traffic signals at those locations should remain in place, and the City will take over the operation and maintenance of the highway traffic signals.

**WHEREAS**, further, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on October 28, 1968, the State has been authorized to maintain certain highway routes within the City; and

**WHEREAS**, the City agrees to maintain and operate the signalized intersections on behalf of the State with the State reimbursing the City for all maintenance and operations costs at a flat rate per location.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN TEXAS:**

**SECTION ONE.** The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**SECTION TWO.** The City Council of the City of Georgetown approves the Agreement for the City of Georgetown to Assume Operation and Maintenance of Certain Existing Signals and the Agreement for the Reimbursement for the Operation and Maintenance of Traffic Signals within Georgetown, attached hereto as Exhibits A and B.

**SECTION THREE.** The Mayor is hereby directed to execute, and the City Secretary to attest thereto on behalf of the City, the Agreement with the Texas Department of Transportation for the City of Georgetown to Assume Operation and Maintenance of Certain Existing Signals and the Agreement with the Texas Department of Transportation for the Reimbursement for the Operation and Maintenance of Traffic Signals within Georgetown.

**SECTION FOUR.** This Resolution shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF GEORGETOWN, TEXAS

\_\_\_\_\_

By: \_\_\_\_\_

Robyn Densmore, City Secretary

Josh Schroeder, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_

Skye Masson, City Attorney

\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE  
REIMBURSEMENT FOR THE  
OPERATION AND MAINTENANCE OF  
TRAFFIC SIGNALS WITHIN GEORGETOWN**

**THIS AGREEMENT**, effective when fully executed by both parties, is by and between the State of Texas, acting by and through the Texas Department of Transportation, ("State"), and the City of Georgetown, Williamson County, Texas, acting by and through its duly authorized officers ("City").

**WITNESSETH**

**WHEREAS**, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on October 28, 1968, the State has been authorized to maintain certain highway routes within the City; and

**WHEREAS**, the City requests the State to assume the operation and maintenance responsibilities of the signalized intersections as shown in Exhibit 1, attached hereto and made a part of this Agreement; and

**WHEREAS**, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on Exhibit 3.

**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. CONTRACT PERIOD**

This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period on one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of both parties, or terminated as hereinafter provided.

**Article 2. CONSTRUCTION RESPONSIBILITIES**

**A.** The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly

authorized City officers in the spaces provided on the title sheet of the plans containing the following notion:

“Attachment No. \_\_\_\_\_ to “Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality,” dated \_\_\_\_\_. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part.”

- B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

### **Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES**

- A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed as specified in Exhibit 2, “Traffic Signal Maintenance and Operations Provisions.”
- B. The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1, and the State will reimburse the City at the flat rate shown in Exhibit 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.
- C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 2.
- D. The City shall maintain at least one log of all emergency calls and all routine maintenance.
- E. Routine maintenance will be performed by the City as specified in Exhibit 2.

### **Article 4. COMPENSATION**

- A. The maximum amount payable under this Agreement is \$ 36,292.80 per year.
- B. Calculations for the above lump sum amount shall be shown in Exhibit 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.
- C. The addition or deletion of traffic signals shall be made by supplemental agreement.

### **Article 5. PAYMENT**

- A. The State agrees to reimburse the City at the flat rate shown in Exhibit 3 for maintenance and operations costs for the traffic signals described in Exhibit 1. The City shall submit to the State Form 2557, “Billing Worksheet,” or an invoice statement acceptable to the State on a (monthly/quarterly/annual) basis. An original Form 2557 or acceptable invoice and four copies shall be submitted to the following address: \_\_\_\_\_  
7901 N IH35, Austin, Texas 78753  
 \_\_\_\_\_  
 \_\_\_\_\_
- B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.
- C. The State shall make payment to the City within 30 days from receipt of the City’s request for payment, provided that the request is properly prepared.
- D. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major

equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.

- E. Payment for the addition or deletion of a traffic signal installation shall be made by supplemental agreement.

#### **Article 6. INDEMNIFICATION**

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 7. TERMINATION**

A. This Agreement may be terminated by any of the following conditions:

- (1) By mutual agreement and consent of both parties.
- (2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation services for those traffic signal installations which the City has agreed to maintain and operate.
- (3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (4) By the City upon one hundred twenty (120) days written notice of the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

#### **Article 8. SUBLETTING**

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

#### **Article 9. AMENDMENTS**

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

#### **Article 10. SUCCESSORS AND ASSIGNS**

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

#### **Article 11. LEGAL CONSTRUCTION**

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

#### **Article 12. STATE AUDITOR**

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.

Contract No. \_\_\_\_\_

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 13. DOCUMENTS** 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 14. PRIOR AGREEMENTS SUPERSEDED**

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

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

**THE CITY OF GEORGETOWN**

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_  
Austin District Engineer

## **EXHIBIT 1 - Locations**

### **Traffic Signal**

1. IH 35 @ Lakeway Dr / NE Inner Loop
2. IH 35 @ RM 2243 / Leander Rd
3. IH 35 @ SS 26 / S Austin Ave/SE Inner Loop
4. IH 35 @ SH 195
5. IH 35 @ SH 29
6. IH 35 @ RM 2338 / Williams Dr
7. SH 130 @ E SH 29
8. SH 29 @ Kaufmann Loop
9. SH 29 @ Jack Nicklaus Blvd
10. SH 29 @ Ronald Regan
11. SH 29 @ Lively Ranch
12. FM 3405 @ RM 2338 / Williams Dr

## **EXHIBIT 2 - TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS**

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned-out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead-based paint as needed in order to maintain a well-kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Group relamp and incandescent lamps of all highway traffic signal heads at the expiration of the average rated lamp life or replace the lamps on a burn out basis.
11. Repair or replace any and all equipment that malfunctions or is damaged.
12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.



13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.
14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
15. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.
16. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.
17. Document all checks and corrective actions in a separate logbook for each intersection.
18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods of nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway mainlanes.

Power costs shall be billed directly to the State.

### **EXHIBIT 3 - Reimbursement**

Actuated Signals at conventional intersections and at Tee intersections shall be reimbursed at \$2,837.52 per intersection per year.

Calculations: (4 signals) x (\$2,837.52 annual rate) = \$11,350.08 per year  
Billed as \$236.46 per location per month.

Diamond Interchange Signals (includes both frontage roads) shall be reimbursed at \$3,117.84 per intersection per year.

Calculations: (8 signals) x (\$3,117.84 annual rate) = \$24,942.72 per year  
Billed as \$259.82 per location per month.

Summation: \$11,350.08 + \$24,942.72 = \$36,292.80 per year.

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**AGREEMENT FOR THE CITY OF GEORGETOWN TO ASSUME OPERATION  
AND MAINTENANCE OF CERTAIN EXISTING SIGNALS**

**THIS AGREEMENT**, effective when fully executed by both parties, is by and between the State of Texas, acting by and through the Texas Department of Transportation, ("State"), and the City of Georgetown, Williamson County, Texas, acting by and through its duly authorized officers ("City").

**WITNESSETH**

**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 the state highway system ("Non-Freeway Locations") in incorporated cities of less than 50,000 population (latest Federal Census) and on frontage roads and at interchanges of freeways of the state highway system ("Freeway Locations") within all cities; and

**WHEREAS**, there are highway traffic signals in place at the locations shown on Exhibit 1, 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 the City, which has a population greater than 50,000 according to the 2020 Federal Census; and

**WHEREAS**, the City and State agree the highway traffic signals at the locations shown on Exhibit 1 should remain in place, and the City has been authorized to take over the operation and maintenance of the highway traffic signals by Ordinance/Resolution passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**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.

**Article 2.** For locations listed on Exhibit 1 as Non-Freeway Locations:

- A.** The City will operate and maintain the signals at its expense.
- B.** The City will pay all power costs for operating the signal(s).
- C.** The City shall be the responsible authority to make changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient, and orderly movement of traffic.

- D. The City will return any and all parts of any highway traffic signal installation to the State should it be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.
- E. 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 3.** For locations listed on Exhibit 1 as Freeway locations:

- A. The State will operate and maintain the signals at its expense.
- B. The State will pay all power costs for operating the signals.
- C. 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.
- D. 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 4.** General conditions for all locations shown on Exhibit 1:

- A. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signals.
- B. In the event any signal installation covered by this Agreement becomes unnecessary or is removed for any reason, this Agreement shall terminate as to the signal that has become unnecessary or has been removed.
- C. The State will not incur any financial obligation to the City as a result of this Agreement.
- D. 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.
- E. 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 5.** 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:

<p><b>City:</b></p> <p>_____ City of Georgetown</p> <p>_____ PO Box 409</p> <p>_____ Georgetown, Texas 78627</p> <p>_____</p>	<p><b>State:</b></p> <p>_____</p> <p>_____ 7901 N IH35</p> <p>_____ Austin, Texas 78753</p> <p>_____</p>
---	--

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 6.** 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 7.** At the request of the State, the City shall submit any information required by the State in the format directed by the State

**Article 8.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**THE CITY OF GEORGETOWN**

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_  
Austin District Engineer

## EXHIBIT 1 - LOCATIONS

### Traffic Signal

1. FM 1460 / RM 2243 @ S Austin Ave
2. FM 1460 @ SE Inner Loop
3. FM 1460 @ Westinghouse Rd
4. FM 2243 @ Southwest Bypass
5. FM 971 @ Katy Crossing
6. FM 971 @ NE Inner Loop
7. FM 971 / Weir Rd @ SS 158 / N. Austin Ave
8. SS 158 / N Austin Ave @ Georgetown HS
9. SS 158 / N Austin Ave @ RM 2338 / Williams Dr
10. RM 2243 / Leander Rd @ Tallwood Dr
11. RM 2243 @ Rockcrest Dr
12. S Austin Ave @ SE Inner Loop
13. SH 195 @ CR 147
14. SH 195 @ Shell Rd
15. SH 195 @ Sun City / CR 147
16. SH 29 / W University @ H.E.B.
17. SH 29 @ Cedar Hollow Rd
18. SH 29 @ DB Woods Rd
19. SH 29 @ Maple St
20. SH 29 @ NE Inner Loop
21. SH 29 @ Patriot Way
22. SH 29 @ S Austin Ave
23. SH 29 @ S Main St
24. SH 29 @ Scenic Dr
25. SH 29 @ Southwestern Blvd
26. SH 29 @ Wolf Lakes Dr
27. SH 29 @ Wolf Ranch Pkwy
28. SH 29 @ Eastview Driveway
29. SS 158 @ Georgetown High School
30. SS 158 @ Weir Rd
31. SS 158 @ Williams Dr
32. SS 158 @ Lakeway

### Stop Sign Flashing Beacon

1. SH 195 @ Berry Creek Dr

**Signal Ahead Flashing Beacon**

1. FM 3405 @ RM 2338 NB ADV
2. RM 2338 @ FM 3405 EB ADV
3. RM 2338 @ FM 3405 WB ADV
4. SH 29 @ Jack Nicklaus Blvd
5. SH 29 @ Jack Nicklaus Blvd
6. SH 29 @ Patriot Way

**School Zone Flashing Beacon**

1. FM 971 @ NE Inner Loop
2. N Austin Ave/ FM 158 @ Georgetown HS
3. RM 2243 @ TIPPIT MS EB
4. RM 2243 @ TIPPIT MS WB
5. SS 158 @ Georgetown High School NB
6. SS 158 @ Georgetown High School SB

**Overhead Signal Ahead Beacon & Wrong Way Driver Detection**

1. SH 195 (NB) @ Shell Rd
2. SH 195 (NB) @ Sun City Blvd
3. SH 195 (SB) @ Shell Rd
4. SH 195 (SB) @ Sun City Blvd