

COPY

ORDINANCE NO. 2005-3

AN ORDINANCE APPROVING THE AGREEMENT DATED February 15, 2005 BETWEEN THE STATE OF TEXAS AND THE CITY OF BEASLEY FOR THE BLANKET COVERAGE OF VARIOUS PROJECTS COVERING THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY LIGHTING IN THE CITY OF BEASLEY; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEASLEY:

Section 1. That the certain agreement dated February 15, 2005 between the State of Texas and the City of BEASLEY, for the BLANKET COVERAGE OF VARIOUS PROJECTS covering the installation, construction, existence, use, operation, and maintenance of certain highway lighting in the City of Beasley be, and the same is hereby approved; and that Frances Smith is hereby authorized to execute said agreement on behalf of the City of Beasley, and to transmit the same to the State of Texas for appropriate action.

Section 2. The fact that the improvements contemplated under the above mentioned agreement are needed creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED: February 15, 2005

APPROVED: Frances Smith

Frances Smith
Mayor

ATTEST:
G.P. Michulla
City Secretary/Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF SAFETY LIGHTING
SYSTEMS WITHIN MUNICIPALITIES
(State Maintains and Contracts for Power)
(Blanket Agreement)**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, dated this 15th day of February, 2005, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Beasley, Fort Bend County, Texas, acting by and through its duly authorized officers under a resolution or ordinance passed the 15th day of February, 2005, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, in order to provide a more adequate facility to the traveling public, the construction, maintenance, and operation of certain safety lighting systems is required within the corporate limits of the City. Within the City, said safety lighting system, hereinafter referred to as the "lighting system," is to consist of safety lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct, maintain, and operate said lighting systems, subject to the conditions and provisions stated herein, as provided for in Section 25.11, Texas Administrative Code and Section 220, Texas Transportation Code.

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 as hereinafter set forth, it is agreed as follows:

1. CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES

a. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, 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 lighting system 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 plans containing the following notation:

“Attachment No. _____ to special AGREEMENT FOR
CONSTRUCTION, MAINTENANCE, AND OPERATION OF
SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITIES,
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, maintenance, and operation of the lighting system will be borne by the State, and the lighting system will remain the property of the state.

2. GENERAL

a. The State's obligation for operation and maintenance of the lighting system shall cease should the route on which it is located be dropped from the State Highway System.

b. This Agreement will cease to apply to sections of the lighting system in the event that those sections are removed or become a part of a continuous illumination system.

c. This agreement shall remain in force for a period of two years from the date that it is signed by the State, and it is understood by both parties that at the end of the initial two-year period, the Agreement will be automatically renewed for two-year periods thereafter unless modified by mutual agreement of both parties. In the event that the lighting system installed in accordance with this Agreement becomes unnecessary or is removed for any reason, this agreement will terminate.

d. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

e. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

IN WITNESS WHEREOF, the parties have thereunto affixed their signature, the

City of Beasley on the 15th day of February,

2005, and the Texas Department of Transportation on the ____ day of _____,

20__.

CITY OF BEASLEY

By: Frances Smith

Signature

1 Frances Smith, Mayor
Typed Name and Title

Date 02/15/05

THE STATE OF TEXAS

Executed by 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

APPROVED:

By: [Signature]
District Engineer

Houston District

Date 2-25-05