

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

**INTERLOCAL AGREEMENT  
FOR THE TxDOT STATE HIGHWAY  
TURNBACK PROPOSAL**

THIS INTERLOCAL AMENDMENT FOR THE TxDOT STATE HIGHWAY TURNBACK PROPOSAL (hereinafter referred to as “Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014 (“hereinafter referred to as the Effective Date”), by and between the CITY OF SAN ANTONIO, TEXAS) hereinafter referred to as City”), a Texas Home Rule Municipality and Texas Department of Transportation (hereinafter referred to as “TxDOT”) a State Agency. This Agreement is entered into by the City and TxDOT pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Transportation Code, Section 221.002. This Agreement is intended to further the purpose of the Interlocal Cooperation Act and Transportation Code to cooperate and agree on maintenance responsibility for State Highways inside City limits.

**WITNESSETH**

**WHEREAS**, Texas Department of Transportation (TxDOT), Bexar County and the Alamo Regional Mobility Authority (RMA) are proposing to fund an \$825 Million Regional Mobility Plan including projects that will add capacity along U.S. 281, IH-10 and Loop 1604; and

**WHEREAS**, as part of the Regional Mobility Plan TxDOT requested the City to take-back and assume maintenance of 129 centerline roadbed miles of non-controlled access State Highways inside City limits; and

**WHEREAS**, TxDOT has revised its request by stating that take-backs and assumptions of maintenance would be done on a voluntary basis in coordination with municipalities; and

**WHEREAS**, City has analyzed the impact of City’s assumption of maintenance of 129 centerline roadbed miles to determine the current condition of State Highways, required maintenance and transportation functionality, as well as, indentifying potential redevelopment opportunities along those State Highways; and

**WHEREAS**, initial studies will provide insight as to opportunities to accommodate the projected additional one million residents in Bexar County by 2040 and will identify areas of growth and development or redevelopment potential and once complete, will enable the City to better plan, prepare, and invest in areas projected for growth through direct development control of the street standards, which in turn could help incentivize private development; and

**WHEREAS**, on January 3, 2014 the City wrote the Texas Highway Commission and proposed to voluntarily accept 21.8 centerline roadbed miles of State Highways in City limits, in exchange for TxDOT’s provision at no cost to City of 4,500 square feet of additional TransGuide Office Space, transfer at no cost of real estate necessary for the Henry B. Gonzales Convention Center Expansion, additional funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project and \$150,000 for the Wurzbach Parkway Traffic Study, completion of the street reconstruction of the Broadway Corridor, and completion of necessary one-time maintenance prior to City’s take-back of 21.8 Centerline roadbed miles; and

**WHEREAS**, TxDOT has indicated a willingness to contribute funding to a Regional Mobility Plan including projects that increased capacity to U.S. 281, IH-10 and Loop 1604 if the City agrees to takeback maintenance of the entire 129 centerline roadbeds miles of noncontrolled access State Highway inside City limits; and

**WHEREAS**, City will agree to voluntarily takeback and assume maintenance of 21.8 centerline roadbed miles of non-controlled access State Highway for nine (9) State Highways in the City limits; and

**WHEREAS**, TxDOT agrees to give City, at no cost, use of 4,500 square feet of additional office space for twenty years at TransGuide, transfer at no cost to City real estate necessary for the Henry B. Gonzales Convention Center Expansion, provide funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project, provide funding of \$150,000 for the Wurzbach Parkway traffic study, to complete the street reconstruction of the Broadway Corridor, complete necessary one-time maintenance prior to City's takeback and assumption of the State's maintenance responsibility of 21.8 centerline roadbed miles of non-controlled State Highway, and the necessary maintenance of the State Highways the City agrees to takeback and assume centerline roadbed maintenance; and

**WHEREAS**, the City and TxDOT executed a 1974 Municipal Maintenance Agreement (MMA) for TxDOT to maintain the roadbeds of non-controlled access state highways within our jurisdiction and transferring responsibility for maintenance of these roadbeds would require action by the Texas Transportation Commission to either remove the agreed roads from the state network or amend the MMA for those roadways; and

**WHEREAS**, this INTERLOCAL AGREEMENT will establish and promote the collaborative management for maintenance of State Highways in the City limits, and

**WHEREAS**, TxDOT and City desire to establish amend the rights and obligations of TxDOT and City with regard to the voluntarily maintenance of 21.8 centerline roadbed miles of nine (9) non-controlled access State Highways in City limits; and

**WHEREAS**, TxDOT and City have come to an agreement that results in the equitable distribution of costs between TxDOT and City:

**ARTICLE I**  
**PURPOSE**

1.01 The purpose of this Agreement is to establish the terms and conditions for City to agree to voluntarily takeback and assume maintenance of 21.8 centerline roadbed miles of State Highways inside City limits.

**ARTICLE II**  
**FUNDING**

2.01 TxDOT funding will be established for the following projects in the agreed amounts.

2.02 It is expressly understood and agreed by City and TxDOT that the City's obligation to voluntarily takeback and assume maintenance of 21.8 centerline roadbed miles of State Highways inside City limits is contingent upon TxDOT:

- a. Providing City, at no cost, use of 4,500 square feet of additional office space for twenty (20) years at TransGuide;
- b. Transferring at no cost to City real estate necessary for the Henry B. Gonzales Convention Center Expansion;
- c. Providing City funding of \$250,000 for the Lackland AFB SW Military Corridor Enhancement Project;
- d. Providing City funding of \$150,000 for the Wurzbach Parkway traffic study;
- e. Completing the street reconstruction of the Broadway Corridor;
- f. Completing the necessary one-time maintenance to 21.8 centerline roadbed miles of non-controlled access State Highways prior to City's takeback and assumption of TxDOT maintenance responsibility; and

### **ARTICLE III** **OBLIGATIONS OF CITY**

3.01 Pursuant to this Agreement, City shall perform and provide the following:

- a. City shall voluntarily assume and takeback the TxDOT maintenance responsibility for maintenance of 21.8 centerline roadbed miles of non-controlled access highways as described in the FIRST AMENDMENT to the 1974 MUNICIPAL MAINTENANCE AGREEMENT (ATTACHMENT A).

### **ARTICLE IV** **OBLIGATIONS OF TxDOT**

4.01 Pursuant to this Agreement, TxDOT shall as consideration for the City's assumption of TxDOT maintenance responsibility for 21.8 centerline roadbed miles of non-controlled access highways, provide City office space, real estate, and funding as stated below and specifically described in ATTACHMENT B:

- a. TxDOT will provide at no cost to City 4500 sq. ft. of TransGuide office space for twenty years.
- b. TxDOT will transfer at no cost to City the property necessary for the Henry B. Gonzalez Center Expansion.
- c. TxDOT will provide funding in the amount of \$250,000 to City towards the Lackland Air Force Base Military Corridor Enhancement Project.
- d. TxDOT will provide funding in the amount of \$150,000 to City towards the Wurzbach parkway traffic study.
- e. TxDOT will complete at TxDOT expense, the street reconstruction for the Broadway Corridor.
- f. TxDOT will provide required maintenance as shown in **ATTACHMENT B** and complete the necessary one-time maintenance prior to City's takeback and assumption of the State's maintenance as shown in **ATTACHMENT C** responsibility for 21.8 centerline roadbed miles of non-controlled access highway.

**ARTICLE V**  
**DESIGNATION OF REPRESENTATIVES**

5.01 City hereby appoints the City of San Antonio Transportation Capital Improvements Director, or his designee, (hereinafter referred to as “Director”) as its designated representative under this Agreement. The Director shall be the City’s primary point of contact.

5.02 TxDOT hereby appoints the District Engineer or his/her designee, (hereinafter referred to as “District Engineer”) as its designated representative under this Agreement. TxDOT’s District Engineer shall be the primary point of contact for TxDOT.

**ARTICLE VI**  
**DEFAULT**

6.01 In the event of a material breach of this Agreement, the non-breaching party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching party by the end of the thirty (30) day period, the non-breaching party may give written notice of termination of this Agreement to the breaching party and seek to recover damages not to exceed the amount obligated by the non-breaching party for this Agreement.

**ARTICLE VII**  
**TERMINATION FOR CONVENIENCE**

7.01 Whenever City or TxDOT, in its sole discretion, deems it to be in its best interest, it may terminate this Agreement for convenience. Such termination shall be effective thirty (30) days after written notice of termination for convenience is delivered. The Parties shall have no additional liability to one another for termination under this Article VII.

**ARTICLE VIII**  
**PRIOR AGREEMENTS SUPERSEDED**

8.01 This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

**ARTICLE IX**  
**ASSIGNMENT OR TRANSFER OF INTEREST**

9.01 Neither Party may assign its rights, privileges and obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any attempt to assign without such approval shall be void.

**ARTICLE X**  
**LEGAL CONSTRUCTION**

10.01 In 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 invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE XI**  
**TEXAS LAW TO APPLY**

11.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

**ARTICLE XII**  
**AMENDMENT**

12.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and be duly executed by the Parties hereto.

**ARTICLE XIII**  
**NOTICES**

13.01 All notices required to be given under this Agreement shall be in writing and either shall be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another party and provides a different address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to TxDOT:           Mario Jorge, PE  
                              District Engineer  
                              Texas Dept of Transportation  
                              4615 NW Loop 410San Antonio, TX 78229

If to City:             Mike Frisbie  
                              Transportation and Capital Improvements  
                              City of San Antonio  
                              P.O. Box 839966  
                              San Antonio, Texas 78283-3966

**ARTICLE XIV**  
**FORCE MAJEURE**

14.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes or other labor disturbances or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Article XIV, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

**ARTICLE XV**  
**MULTIPLE COUNTERPARTS**

15.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original

instrument and all such separate identical counterparts shall constitute but one and the same instrument.

**ARTICLE XVI**  
**ASSIGNMENT**

16.01 Neither Party shall assign or transfer its interest in this Agreement or any portion thereof without the written consent of the other Party. Any attempt to transfer, pledge or otherwise assign shall be void and shall confer no rights upon any third person or party.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

ATTEST:

THE STATE OF TEXAS

CITY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
(Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 1000002 and Stand Alone Manual Notice 96-6, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

BY: \_\_\_\_\_  
District Engineer

\_\_\_\_\_ District

Date: \_\_\_\_\_

# **ATTACHMENT A**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

**FIRST AMENDMENT  
TO 1974  
MUNICIPAL MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT to the MUNICIPAL MAINTENANCE AGREEMENT for the maintenance of uncontrolled access roadbed for State Highway Routes within the City of San Antonio (hereinafter, “FIRST AMENDMENT”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”) by and between the Texas Department of Transportation (hereinafter, “TxDOT”) and the City of San Antonio, Bexar County, Texas (hereinafter, “City”) both acting by and through its duly authorized officers.

**WITNESSETH**

**WHEREAS**, as part of the Regional Mobility Plan TxDOT requested the City to take-back and assume maintenance of 129 centerline roadbed miles of State Highways inside City limits; and

**WHEREAS**, TxDOT has revised its request by stating that take-backs and assumptions of maintenance would be done on a voluntary basis in coordination with municipalities; and

**WHEREAS**, City has analyzed the impact of City’s assumption of maintenance of 129 centerline roadbed miles to determine the current condition of State Highways, required maintenance and transportation functionality, as well as, indentifying potential redevelopment opportunities along those State Highways; and

**WHEREAS**, the San Antonio – Bexar County Metropolitan Planning Organization estimates that the region will grow by over one million people in the next 25 years; and

**WHEREAS**, City will agree to takeback and assume maintenance of 21.8 centerline roadbed



**WHEREAS**, this FIRST AMENDMENT will establish and promote the collaborative management for maintenance of State Highways in the City limits, and

**WHEREAS**, TxDOT and City desire to establish amend the rights and obligations of TxDOT and City with regard to the maintenance of 21.8 centerline roadbed miles of nine (9) State Highways in City limits; and

**WHEREAS**, TxDOT and City have come to an agreement that results in the equitable distribution of costs between TxDOT and City:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the undersigned agree to the terms and conditions set out below:

THE 1974 MUNICIPAL MAINTENANCE AGREEMENT is hereby amended as follows:

- A. The following Provision 5 is added to NON-CONTROLLED ACCESS HIGHWAYS, City's Responsibilities:

“5. The City assumes the State’s maintenance responsibility for maintenance of 21.8 centerline roadbed miles of NON-CONTROLLED ACCESS HIGHWAYS as specifically described in **EXHIBIT A-1** for pavement, base and its support and maintain the shoulders of those sections where there is no curb and gutter.

The City assumes the State’s maintenance responsibility of 21.8 centerline roadbed miles of NON-CONTROLLED ACCESS HIGHWAYS as specifically described in **EXHIBIT A-1** to install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, speed limit signs, stop or yield signs that control the flow of traffic on State Highway routes, city limit signs, warning signs, centerline, lane line and no-passing barrier line stripes, painted or button medians or

islands, edge lines, and such other pavement markings considered necessary for direction or traffic.”

B. All other provision of the AGREEMENT remain in full effect and are not changed.

IN WITNESS WHEREOF, the State and City have thereunto affixed their signatures, the City of San Antonio, Bexar County, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2014, and the Texas Department of Transportation, on the \_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

CITY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
(Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 1000002 and Stand Alone Manual Notice 96-6, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

BY: \_\_\_\_\_

District Engineer

\_\_\_\_\_  
District

Date: \_\_\_\_\_

# EXHIBIT A-1

State Roadway		Turnback Year	Limits	CLM
SL0368	Broadway	2014	IH35 to Alamo Heights	2.0
FM471	Culebra	2014	Leon Valley to Loop 1604	5.0
FM3487	Culebra	2014	Loop 410 to FM 0471	3.3
FM1517	Eckert	2014	Huebner to Bandera	1.9
SL0345	Fredericksburg Road	2014	IH10 to Balcones Heights	3.5
SS0066	Lone Star Pass	2014	Hwy16 to Toyota	1.4
SS0537	San Pedro	2014	Loop 410 to US 281	1.5
SS0053	UTSA	2016	IH10 to UTSA	1.6
FM1560	Hausman	2017	Loop 1604 to Helotes	1.6
Total				21.8

# ATTACHMENT B

State Roadway		Turnback Year	Limits	CLM
SL0368	Broadway	2014	IH35 to Alamo Heights	2.0
FM471	Culebra	2014	Leon Valley to Loop 1604	5.0
FM3487	Culebra	2014	Loop 410 to FM 0471	3.3
FM1517	Eckert	2014	Huebner to Bandera	1.9
SL0345	Fredericksburg Rd	2014	IH10 to Balcones Heights	3.5
SS0066	Lone Star Pass	2014	Hwy 16 to Toyota	1.4
SS0537	San Pedro	2014	Loop 410 to US 281	1.5
SS0053	UTSA	2016	IH10 to UTSA	1.6
FM1560	Hausman	2017	Loop 1604 to Helotes	1.6
<b>Totals</b>				<b>21.8</b>

# **ATTACHMENT C**