

ORDINANCE NO. 133

AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED February 29, 1984 BETWEEN THE STATE OF TEXAS AND THE CITY OF SEVEN POINTS FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY SIGNAL PROJECT(S) AT THE LOCATION(S) SHOWN ON EXHIBIT 1, ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF SEVEN POINTS; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEVEN POINTS:

SECTION 1. That the certain agreement dated February 29th between the State of Texas and the City of Seven Points, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of Seven Points, be and the same is hereby approved, and A. J. Vinson is hereby authorized to execute said agreement on behalf of the City of Seven Points, 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 29, 1984

APPROVED: February 29, 1984

A. J. Vinson
Mayor

ATTEST:

Candice Sennmore
Secretary

City

Clerk

APPROVED AS TO FORM:

Jimmy Morris
City Attorney

STATE OF TEXAS

COUNTY OF HENDERSON

I, Candice Benson, the duly appointed,
qualified and acting city secretary of the City of Seven Points,
Texas, hereby certify that the foregoing pages constitute a true and correct
copy of an ordinance duly passed by the City Council at a meeting held on

February 29, A.D., 1984, at 7:00 o'clock P M.

To certify which, witness my hand and seal of the City of Seven Points,

TEXAS, this due 29th day of February, 1984, at
Seven Points Texas.

Candice Benson
City Secretary of the City of

Seven Points Texas

EXHIBIT 1
LOCATION(S)

Intersection of SH 274 & FM 85

STATE OF TEXAS

COUNTY OF TRAVIS

This AGREEMENT, dated this 29th day of February 1984, by and between the State of Texas, hereinafter called the "State," Party of the First Part; and the City of Seven Points, Henderson County, Texas, acting by and through its duly authorized officers under an Ordinance/Resolution, passed the 29th day of February, 1984, hereinafter called the "City," Party of the Second Part, is made to become effective when fully executed by both parties.

W I T N E S S E T H

WHEREAS, the City has authorized the installation, operation, and maintenance of highway traffic signal(s) by Ordinance/Resolution, passed on the 29 day of February 1984, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof;

A G R E E M E N T

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. The State will furnish the necessary funds for the actual construction, prepare plans and specifications, install said highway traffic signal(s), supervise construction, and upon completion of construction, will furnish the power and operate and maintain said highway traffic signal(s).

2. The City hereby consents to the construction of the highway traffic signal(s) shown on EXHIBIT 1 by the approval of the location and manner of construction as shown on the plans and described in the specifications.

3. The City will exercise no control whatsoever over the operation, maintenance, use, or existence of the highway traffic signal(s) without written authority from the State Department of Highways and Public Transportation.

4. The State shall have the authority to make such 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.

5. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

6. In the event the signal(s) installed in accordance with this Agreement become unnecessary or are removed for any reason, this agreement shall terminate.

7. Indemnification

The City agrees to indemnify the State against any and all damages and claims for damages to adjoining, abutting or other property for which the State is or may be liable arising out of, incident to or in any way connected with the installation, the construction, the existence, the use of such project and does hereby agree to indemnify the State against any and all court costs, attorneys' fees and all expenses in connection with suits for such damage and shall, if requested to do so in writing, assist or relieve the State from defending any such suits brought against it.

Nothing in this agreement shall be construed to place any liability on the City for personal injury arising out of the construction of such project. Furthermore, it is not the intent of this agreement to impose upon the City the liability for injury to person or property arising out of the construction of the project by the State's contractor unless the State itself would be liable for such injury or damage.

Nothing herein contained shall be construed to place upon the State any manner of liability for injury to or death of persons or for damage to or loss of property arising out of or in any manner connected with the use of the project, and the City will save the State harmless from any damages arising from said maintenance and/or use of said project.

It is further understood and agreed between the parties hereto that the improvement of the project by the State is for the sole purpose of providing the travelling public a more adequate travel facility and shall never be the basis of any claim for State assumption, or participation in the payment, of any of the obligations of the City incurred in the improvement, past or present, of any street project.

8. The department will not incur any financial obligation to the city as a result of this agreement.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the dates shown hereinbelow.

Executed on behalf of the City, this

29th day of February 1984.

ATTEST:

Candice Rasmussen
Secretary for City

By: R. J. Vanden
Mayor

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

APPROVED:

_____ day of _____ 19 ____.

By: _____
Chief Engineer of Safety
and Maintenance Operations

Executed and approved for the State Highway and Public Transportation Commission under Authority of Commission Minute 78501 and Administrative Order No. 29-81

RECOMMENDED FOR EXECUTION:

District Engineer

AGREEMENT (TRAFFIC SIGNAL - TYPE 1A)

STATE OF TEXAS

COUNTY OF TRAVIS

This AGREEMENT, dated this 29th day of February, 1984, by and between the State of Texas, hereinafter called the "State," Party of the First Part; and the City of Seven Points, Henderson County, Texas, acting by and through its duly authorized officers under an Ordinance/Resolution, passed the 29th day of February, 1984, hereinafter called the "City," Party of the Second Part, is made to become effective when fully executed by both parties.

W I T N E S S E T H

WHEREAS, the City has authorized the installation, operation, and maintenance of highway traffic signal(s) by Ordinance/Resolution, passed on the 29 day of February, 1984, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof;

A G R E E M E N T

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. The State will furnish the necessary funds for the actual construction, prepare plans and specifications, install said highway traffic signal(s), supervise construction, and upon completion of construction, will furnish the power and operate and maintain said highway traffic signal(s).

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3. The City will exercise no control whatsoever over the operation, maintenance, use, or existence of the highway traffic signal(s) without written authority from the State Department of Highways and Public Transportation.

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5. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

6. In the event the signal(s) installed in accordance with this Agreement become unnecessary or are removed for any reason, this agreement shall terminate.

7. Indemnification

The City agrees to indemnify the State against any and all damages and claims for damages to adjoining, abutting or other property for which the State is or may be liable arising out of, incident to or in any way connected with the installation, the construction, the existence, the use of such project and does hereby agree to indemnify the State against any and all court costs, attorneys' fees and all expenses in connection with suits for such damage and shall, if requested to do so in writing, assist or relieve the State from defending any such suits brought against it.

Nothing in this agreement shall be construed to place any liability on the City for personal injury arising out of the construction of such project. Furthermore, it is not the intent of this agreement to impose upon the City the liability for injury to person or property arising out of the construction of the project by the State's contractor unless the State itself would be liable for such injury or damage.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the dates shown hereinbelow.

Executed on behalf of the City, this

29th day of February 1984.

ATTEST:

Candice Benmorel
Secretary for City

By: B. J. Vannoy
Mayor

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

APPROVED:

_____ day of _____ 19 ____.

By: _____
Chief Engineer of Safety
and Maintenance Operations

Executed and approved for the State Highway and Public Transportation Commission under Authority of Commission Minute 78501 and Administrative Order No. 29-81

RECOMMENDED FOR EXECUTION:

District Engineer

AGREEMENT (TRAFFIC SIGNAL - TYPE 1A)

Nothing herein contained shall be construed to place upon the State any manner of liability for injury to or death of persons or for damage to or loss of property arising out of or in any manner connected with the use of the project, and the City will save the State harmless from any damages arising from said maintenance and/or use of said project.

It is further understood and agreed between the parties hereto that the improvement of the project by the State is for the sole purpose of providing the travelling public a more adequate travel facility and shall never be the basis of any claim for State assumption, or participation in the payment, of any of the obligations of the City incurred in the improvement, past or present, of any street project.

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EXHIBIT 1

LOCATION(S)

Intersection of SH 274 & FM 85

STATE OF TEXAS

COUNTY OF HENDERSON

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qualified and acting city secretary of the City of Seven Points,
Texas, hereby certify that the foregoing pages constitute a true and correct
copy of an ordinance duly passed by the City Council at a meeting held on
February 29, A.D., 1984, at 7:00 o'clock P M.

To certify which, witness my hand and seal of the City of Seven Points,
TEXAS, this due 29th day of February, 1984, at
Seven Points Texas.

Candice Benson
City Secretary of the City of
Seven Points Texas