

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT # 1 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 12th, day of August 2024, the Texas Department of Transportation, the “State”, and the City of Mission, the “City” entered into a Municipal Maintenance Agreement intended to cover and provide for State participate in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing and litter clean up maintenance of certain state highways and roadways within the City, including **to be determined**; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform mowing and litter clean up maintenance on the aforementioned state routes, and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

State’s Responsibilities

2. Reimburse the City for mowing and litter clean up within the right-of-way on controlled access highways. Reimbursement excludes the area from the back of curb to the right-of-way and highways under construction,

Reimbursement shall be limited to 4 mowing cycles per year. The rate of reimbursement for mowing shall be \$50.00 per acre for all three years.

Reimbursement shall be limited to up to 4 litter cycles per year. The rate of reimbursement for litter shall be \$25.00 per acre for all three years.

Reimbursement may be further limited if the State adopts a statewide policy reducing the number of litter cycles.

At the end of the third year, the State will re-evaluate the current prices for mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or litter cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities (Controlled Access)

1. Mow the entire right-of-way at locations presented in Attachment A.
2. Perform litter clean up at the locations presented in Attachment A.
3. Submit invoices (and cancel checks) for mowing and litter clean up cycles at intervals as established above.
4. Reimbursement will not be made for portions of the roadway under construction or if it is taken off the state system.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any contractor(s) to agree to indemnify and save harmless the state form all claims and liability due the contractor(s) materials or activities of itself, its agent, or employees, performed under the agreement with the city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to the State.

Termination

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to The City to terminate this Amendment without cause upon notice after two (2) years and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any services under this Amendment, this Amendment will continue in effect until the correct term of the contract has expired.

Should the City request to terminate without cause within the term of this agreement, submit notification by August 1. Notification will not relieve the City of fulfilling the agreement with the final litter and mowing clean up being performed in approximately November.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

CITY OF Mission

Date

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs hereto approved and authorized by the Texas Transportation Commission.

THE STATE OF TEXAS

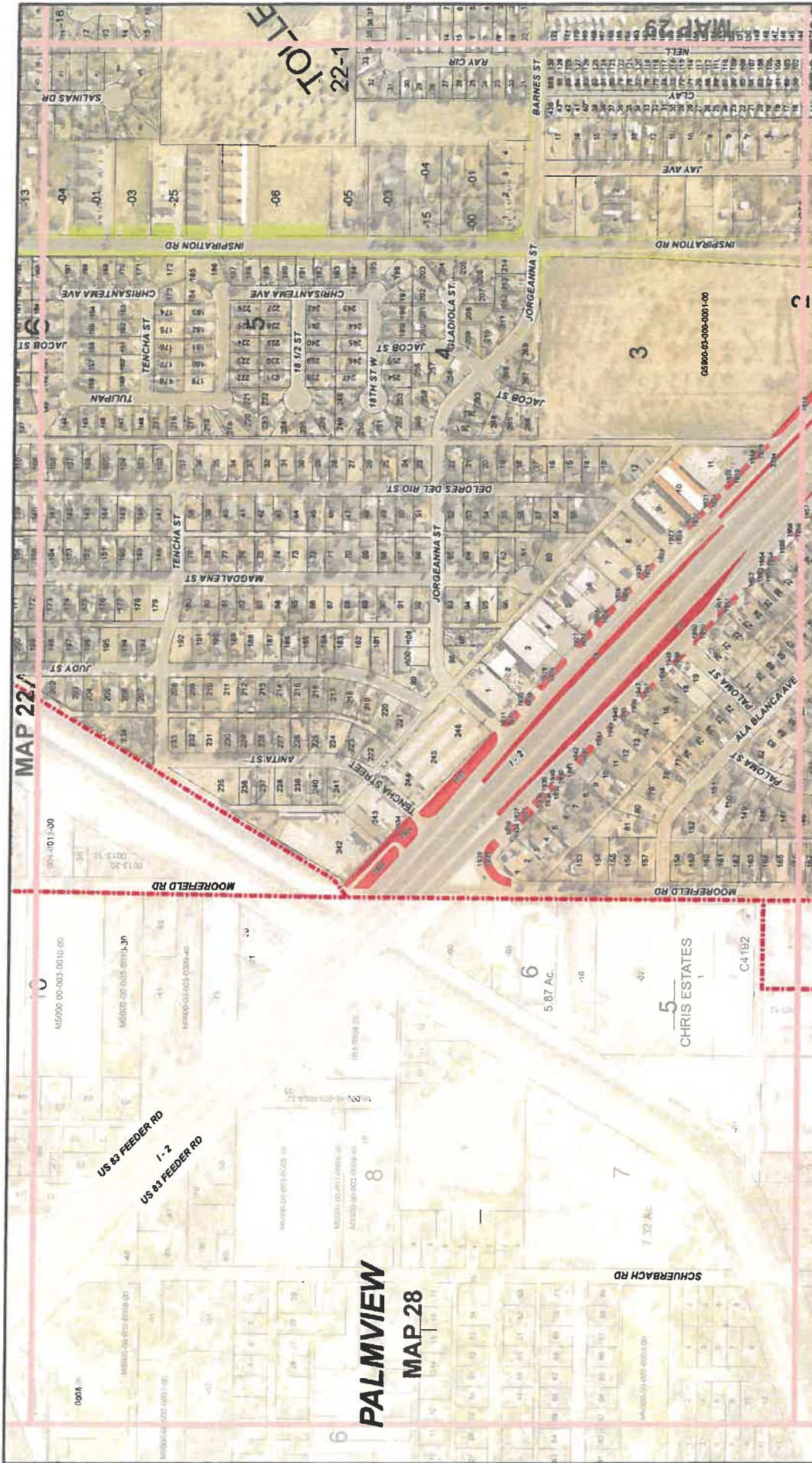
District Engineer

**ATTACHMENT A
WORK LOCATION AND COSTS**

WORK LOCATION: IH-2 from Moorefield Rd to Taylor Rd (3 Year Term)
4 Mowing Cycles per Year
4 Litter Cycles per Year

DESCRIPTION: Roadside Mowing and Litter Removal

ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION
730-7022	FULL- WIDTH MOWING (128.78 acres per cycle)	AC	515.12/Year	\$50.00	\$77,268.00
734-7001	LITTER REMOVAL (128.78 acres per cycle)	AC	515.12/Year	\$25.00	\$38,634.00
TOTAL					\$115,902.00



PALMVIEW
MAP 28

MAP 22

MAP 29

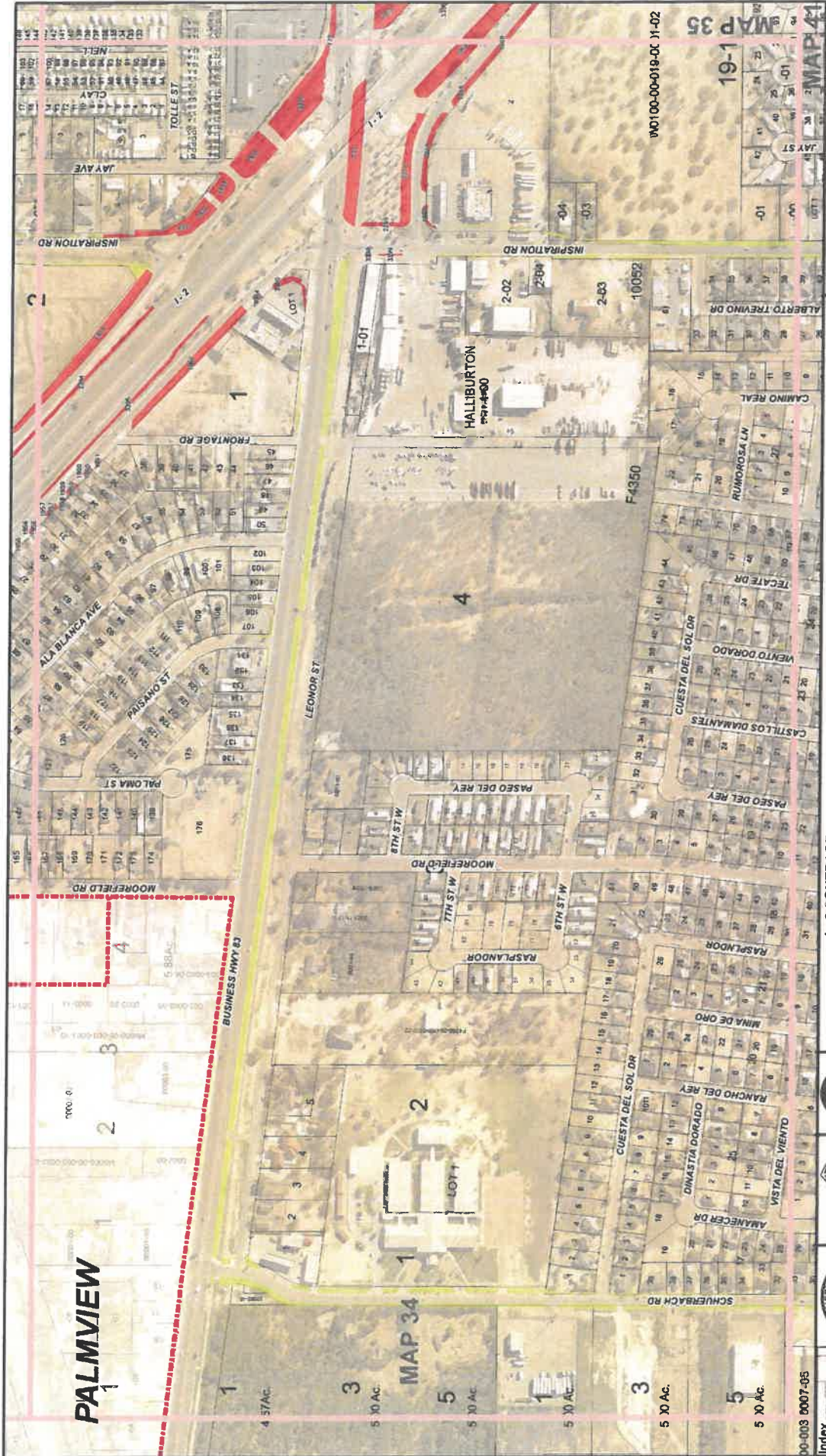
MAP 35

CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS
MAP 28 OF 74

LEGEND
 - - - - - CITY LIMIT
 - - - - - MAP LIMIT

1-2 CONTRACT
ANZALDUAS CONTRACT
MOWING AREAS NOT INCLUDED





PALMVIEW

CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS
MAP 34 OF 74

LEGEND
 - - - - - CITY LIMIT
 _____ MAP LIMIT

1 - 2 CONTRACT
 ANZALDUAS CONTRACT
 MOWING AREAS NOT INCLUDED



00-003 0007-95
 Index Map

WD100-00-019-00 11-02

MAP 35
 19-1
 MAP 41

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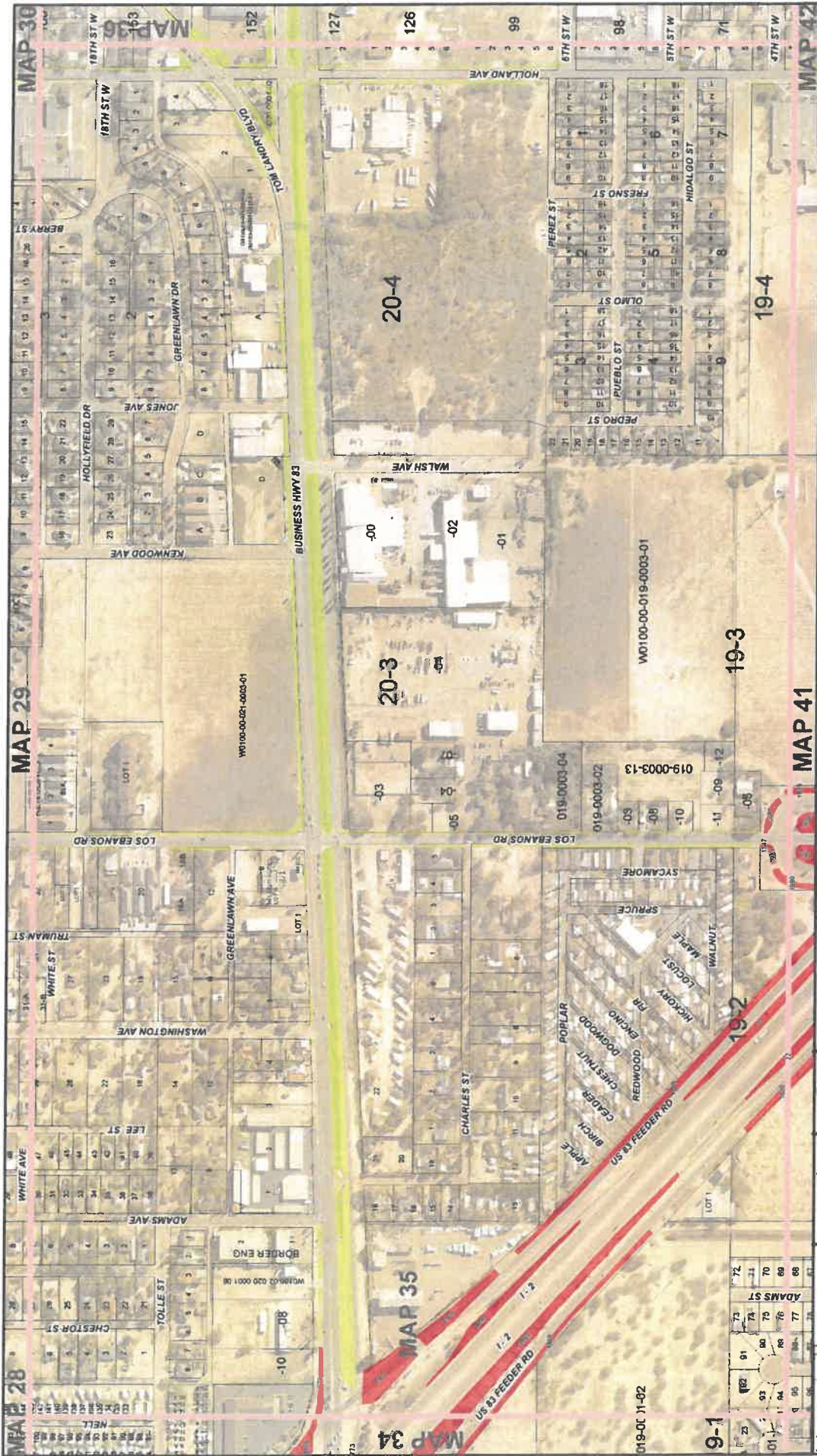
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CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS
MAP 35 OF 74

LEGEND

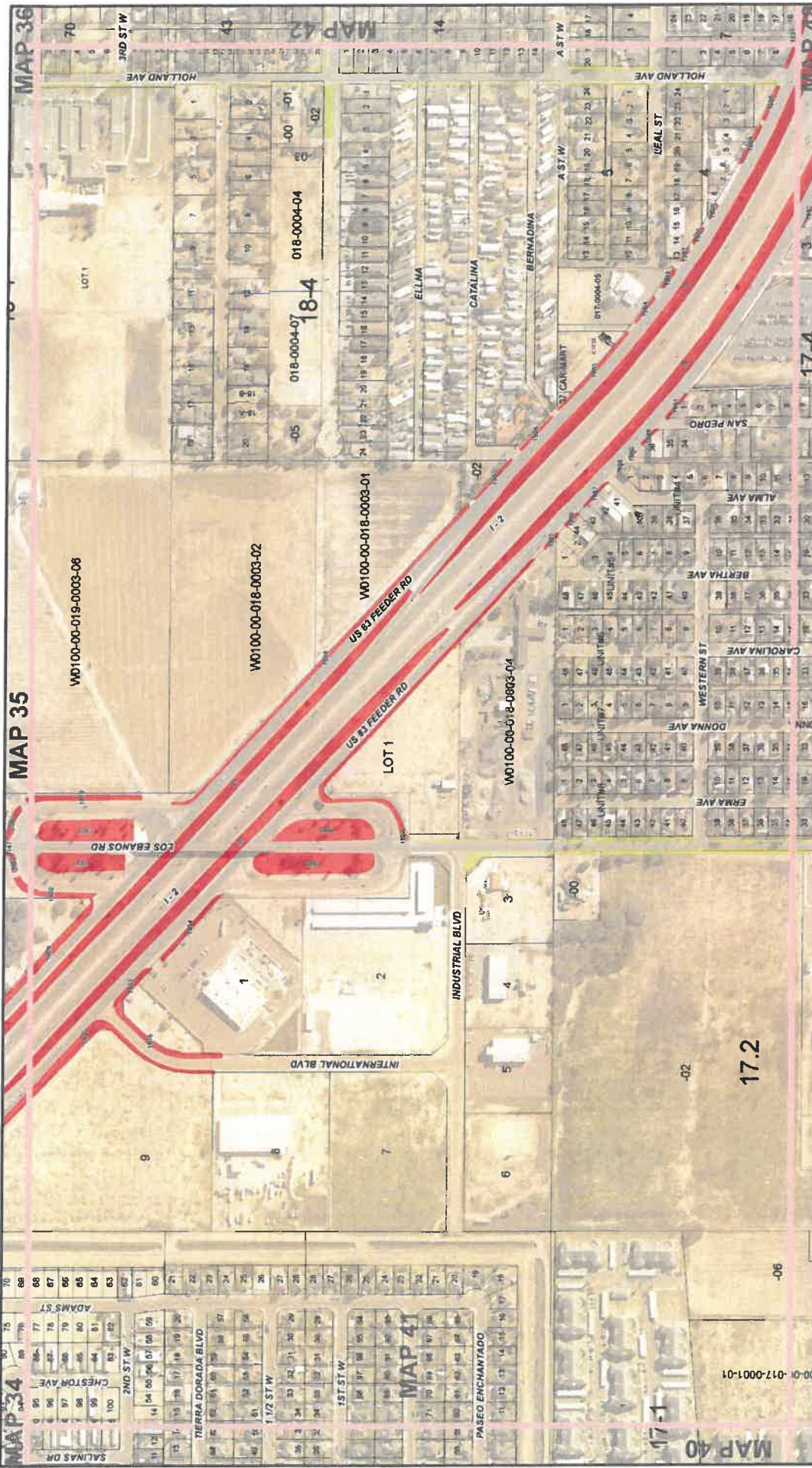
- CITY LIMIT
- MAP LIMIT

1-2 CONTRACT
 ANZALDUAS CONTRACT
 MOWING AREAS NOT INCLUDED

Scale:
 150 75 0 150 Feet
 1 inch = 304 feet
 12/27/18

Logos:
 City of Mission Texas Seal
 City of Mission Texas Logo
 L.A.C. Engineering & Surveying, Inc. Logo

Index Map:



INDEX MAP

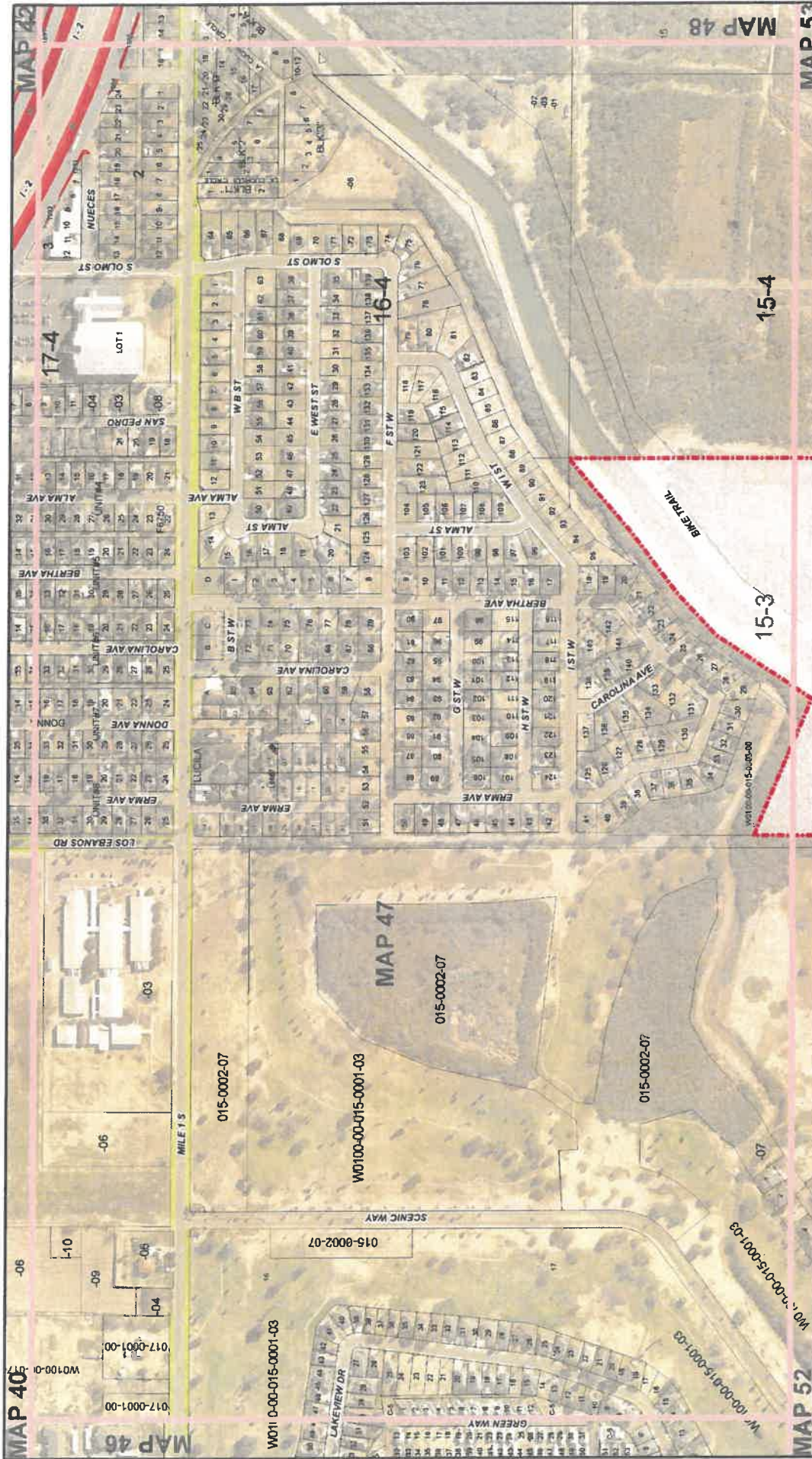
LEGEND

- 1-2 CONTRACT (Red box)
- ANZALDUAS CONTRACT (Blue box)
- MOWING AREAS NOT INCLUDED (White box)
- CITY LIMIT (Red dashed line)
- MAP LIMIT (Black dashed line)

CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS
MAP 41 OF 74

Scale:
 1 inch = 304 feet
 1:227,716

Logos:
 City of Mission, Texas
 La Playa Association
 ANZALDUAS CONTRACT



MAP 47 OF 74

CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS

LEGEND

CITY LIMIT
 MAP LIMIT

I - 2 CONTRACT
 ANZALDUAS CONTRACT
 MOWING AREAS NOT INCLUDED

1 inch = 304 feet
 1/32" = 1"

La Playa Association
 WITH
 L.P.C. Employees

MAP 48

MAP 49

MAP 50

MAP 51

MAP 52

MAP 53

MAP 54

MAP 55

MAP 56

MAP 57

MAP 58

MAP 59

MAP 60

MAP 61

MAP 62

MAP 63

MAP 64

MAP 65

MAP 66

MAP 67

MAP 68

MAP 69

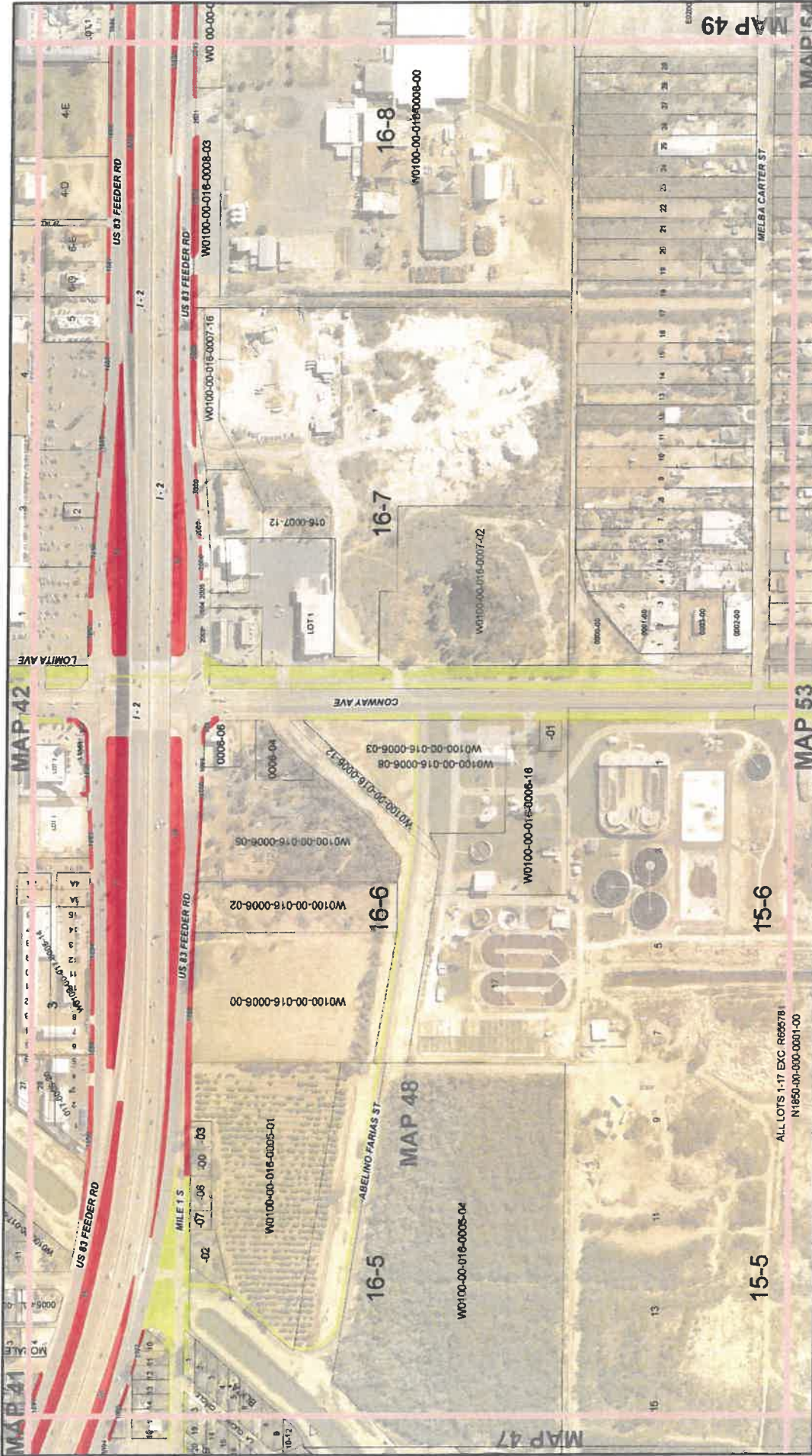
MAP 70

MAP 71

MAP 72

MAP 73

MAP 74



City of Mission, Texas
LOCATION OF MOWING AREAS
MAP 48 OF 74

LEGEND

- CITY LIMIT
- MAP LIMIT

1-2 CONTRACT
ANZALDUAS CONTRACT
MOWING AREAS NOT INCLUDED

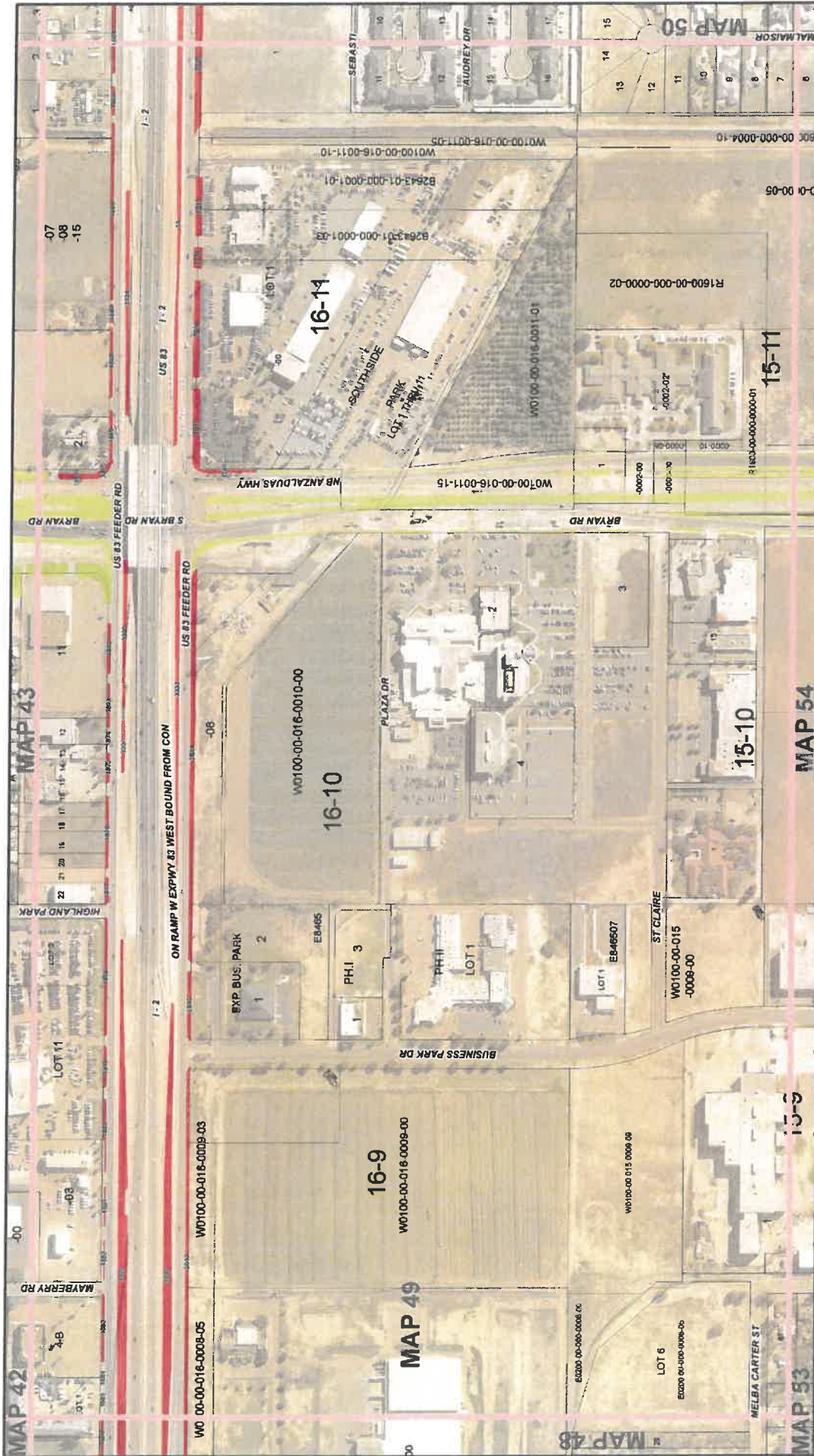
ALL LOTS 1-17 EXC R65781
N1850-00-000-0001-00

150 75 0 150
Feet
1 inch = 304 feet
12/27/16

INDEX MAP

MISSION TEXAS

L.P. Plays in Mission with L&C Engineering



City of Mission, Texas
LOCATION OF MOWING AREAS
MAP 49 OF 74

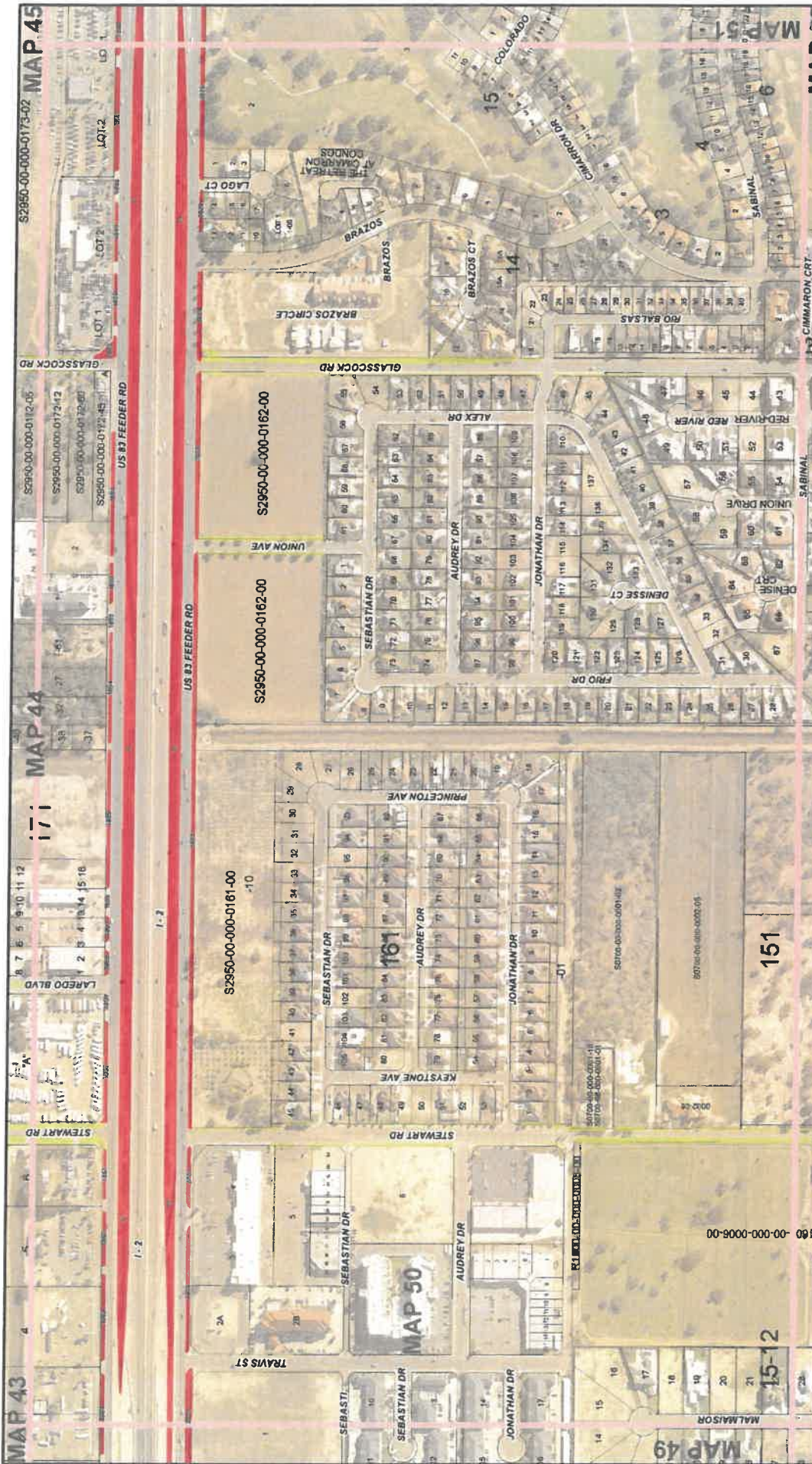
LEGEND

- 1 - 2 CONTRACT
- ANZALDUAS CONTRACT
- MOWING AREAS NOT INCLUDED
- CITY LIMIT
- MAP LIMIT

Scale:
 150 75 0 150 Feet
 1 inch = 304 feet
 12/27/16

Professional Seal:
 L.P. Plays
 ASSOCIATION
 WITH
 L.P.C. Engineering
 12/27/16

Index Map:



CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS
MAP 50 OF 74

LEGEND

--- CITY LIMIT

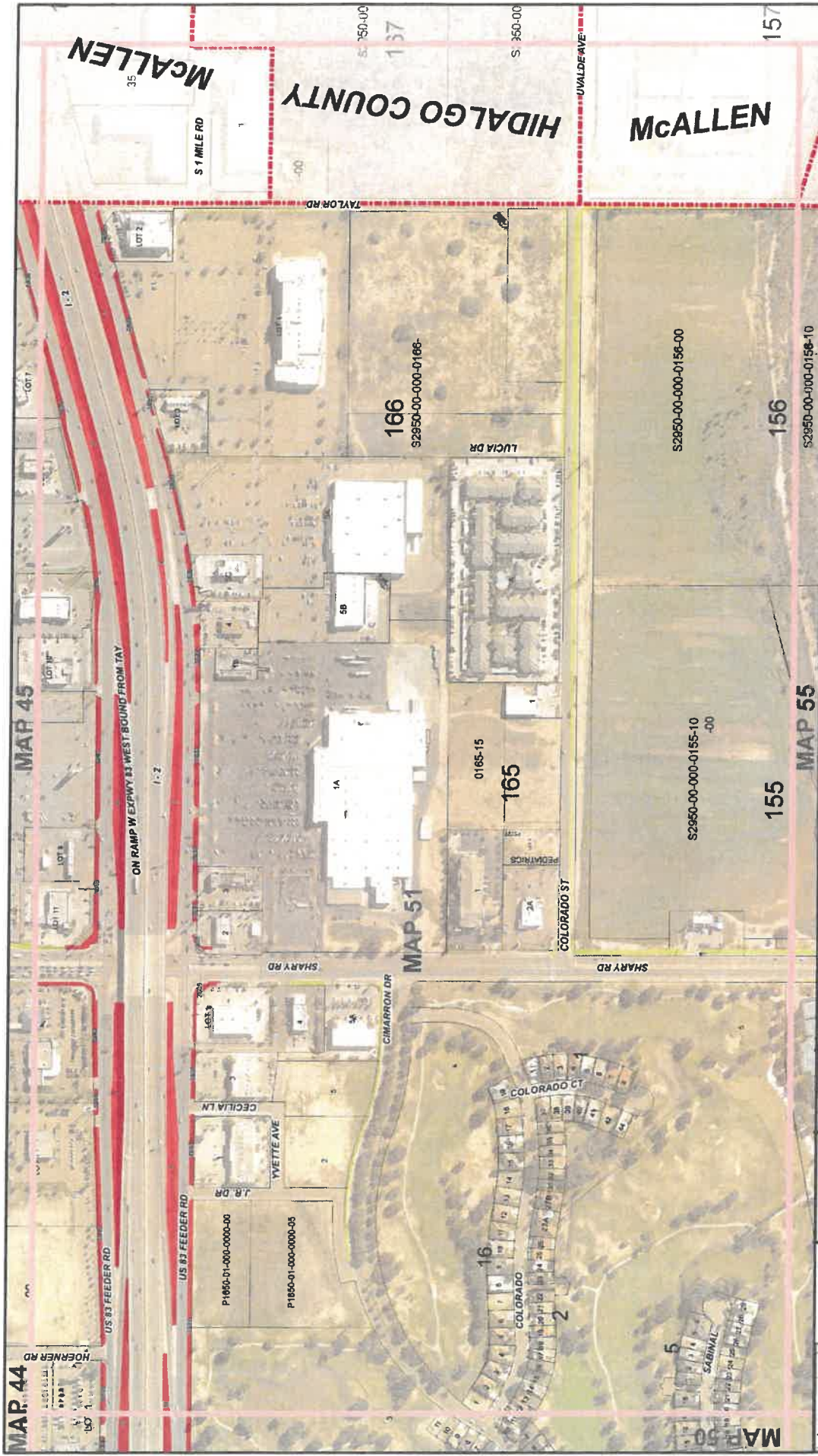
— MAP LIMIT

1 - 2 CONTRACT

ANZALDUAS CONTRACT

MOWING AREAS NOT INCLUDED





CITY OF MISSION, TEXAS
LOCATION OF MOWING AREAS
MAP 51 OF 74

LEGEND

- 1-2 CONTRACT
- ANZALDUAS CONTRACT
- MOWING AREAS NOT INCLUDED
- CITY LIMIT
- MAP LIMIT

INDEX MAP

SCALE

150 75 0 150
 Feet
 1 inch = 304 feet
 122716

MISSION TEXAS

ANZALDUAS ASSOCIATION