

*Ruth T. Austin  
City of Austin  
Agreement 7-18*

*Police Parking  
7278-9911  
65167*

SUPPLEMENTAL AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION  
OF OFFSTREET PARKING FACILITY ON I. H. 35

STATE OF TEXAS     I  
COUNTY OF TRAVIS   I

This supplemental agreement made this 11<sup>th</sup> Day of April

A. D., 1963, by and between the State of Texas, hereinafter referred to as the "STATE", party of the first part, and the City of Austin, Travis County, Texas, acting by and through its duly authorized officers under a resolution passed the 27<sup>th</sup> day of November A. D., 1962, hereinafter called the "CITY", party of the second part.

W I T N E S S E T H

Whereas, the City has requested the State to permit the construction, maintenance and operation of a public offstreet parking facility within such city, located on the route of Interstate Highway 35 under the overhead structures between East 6th Street and East 8th Street and between the east and west frontage roads; and

Whereas, the State has indicated its willingness to approve the establishment of such parking facilities as evidenced by State Highway Commission Minute Number 49610 conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and State with reference thereto and conditioned that such parking is in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the Highway facility, all as determined from engineering and traffic investigations conducted by the State.

*Copy sent Joe. Jernstedt  
4-16-75*

## 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. The City will prepare or provide for the construction plans for such parking facility, and will provide for and supervise the construction work as required by said plans. Said plans shall include the design of the access control, and general layout. Said plans when approved by both parties shall be attached hereto, marked Exhibit "A" and made a part hereof in all respects.
2. All construction work required in the establishment of said parking facilities shall be the entire financial responsibility of the City. No part of the facility shall extend to within 8' of the bottom of the concrete floor system of the overhead structure.
3. The City will allow ingress and egress at all times to such parking facility for the State Highway Department maintenance forces and equipment when maintenance operations are necessary, and will prohibit all parking for periods required for major construction or maintenance.
4. The City agrees to place into effect and enforce parking regulations limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use to governing state statutes.
5. The City agrees to place into effect and enforce regulations prohibiting the parking of vehicles carrying highly inflammable or explosive loads, and prohibiting use of the parking area in any manner for peddling, advertising, or any other purpose not in keeping with the objective of a public parking facility. The erection of signs other than those required for proper usage of the area as a parking facility will be prohibited. All signs shall be approved by the State Highway Department.
6. Maintenance and operation of the parking area and facilities, including the possible installation of parking meters, shall be the entire responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without approval of the State Highway Department and the Bureau of Public Roads.
7. The City agrees to pick up trash, mow, and otherwise keep the parking facility in a clean and sanitary condition. The area will be adequately lighted and kept under surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public.

8. The State in consideration of the mutual covenants herein contained does hereby agree to and does hereby authorize the City to establish such parking facility at the location and in the manner shown on the construction plans to be approved by both parties and when approved attached hereto, marked Exhibit "A" and made a part hereof in all respects.

Said parking facility shall be constructed in the air space under the structure described as follows: Between East 6th Street and East 7th Street, the space considered in this agreement is 217' wide, 290' long and 13.5' high, and between East 7th Street and East 8th Street, the air space is 217' wide by 290' long by 13.5' high except at bridge columns where sufficient space is excluded to provide for the necessary clearance to prevent damage to the columns.

9. If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the parking facility is impeding maintenance, damaging the highway facility, restricting operation of the highway facility, impairing safety, or that the parking facility is not being properly operated, that it constitutes a nuisance, or if for any other reason it is the State's judgment that such facility is not in the public interest, the State-City Agreement under which the parking facility was constructed may be: (1) Modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the parking facility, or (2) Terminated and the use of the area as a parking facility discontinued.
10. Upon written notification by the State that the parking facility should be discontinued, or if the City in its own judgment determines that such facility should be discontinued, the City shall, within thirty (30) days, at its entire expense, clear the area of all facilities used in conjunction with the operations of the area as a parking facility and restore the area to a condition satisfactory to the State.
11. It is understood that this supplemental agreement pertains only to the parking facility, including points of ingress and egress, and in no way modifies or supersedes the terms and provisions of any existing agreements with the City.
12. The City will indemnify the State against any and all damages and claims for damages, including those resulting from injury to or death of persons or for loss of or damage to property, arising out of, incident to or in any manner connected with the construction, maintenance or operation of the parking facility which indemnification shall extend to include any and all court costs, attorney's fees and expenses related to or connected with any claims or suits for damages and shall, if requested in writing by the State to do so, assist the State with or relieve the State from defending any such suits brought against it.

When notified by the State to do so the City will promptly pay the State in cash for the full cost of repairing any damages to the highway facility which may result from the construction, maintenance or operation of the parking facility and will promptly reimburse the State for costs of reconstruction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party or parties against either the State or the City, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to the State or the City, but the City shall become fully subrogated to the State and shall be entitled to maintain an action over and against any third party or parties legally liable for having caused the City to pay or disburse any sum of money hereunder.

13. It is to be understood that the State by execution of this agreement with the City for the use of this area as a parking facility does not impair or relinquish the State's right to use such land for right of way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land as a parking facility under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Austin on the 11<sup>th</sup> day of April A. D., 1963, and the State on the 2nd day of April A. D., 1963.

ATTEST:

CITY OF AUSTIN

By [Signature]

Title: City Manager

[Signature]  
City Clerk

THE 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 Commission.

By [Signature]  
State Highway Engineer

APPROVAL RECOMMENDED:

[Signature]  
District Engineer

[Signature]