

**CITY OF EL PASO, TEXAS  
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Department of the City Manager, Development & Infrastructure Services  
**AGENDA DATE:** April 22, 2008  
**CONTACT PERSON/PHONE:** Patricia D. Adauto, Deputy City Manager, (915) 541-4853  
**DISTRICT(S) AFFECTED:** All Districts

**SUBJECT:**

Resolution authorizing the City Manager to execute an addendum to the Municipal Maintenance Agreement between the City of El Paso and the State of Texas amending the responsibilities for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of El Paso.

**BACKGROUND / DISCUSSION:**

The current Municipal Maintenance Agreement between the City and the Texas Department of Transportation (TxDOT) sets the conditions for maintaining street rights-of-way within controlled and uncontrolled access highways. This Agreement is dated December 20, 1973. Since 2002, City and TxDOT staff has been meeting to agree upon new terms for an Agreement. In 2004, the City was advised that an entirely new state Agreement utilizing Form 1038 would be required. New terms were negotiated with TxDOT and a new Agreement presented to City Council and approved. The approved document was forwarded to TxDOT for finalization; however the Agreement has not yet been executed. A minor addendum to the Agreement was requested by TxDOT on February 11, 2008, and the City's text approved by TxDOT on April 10, 2008. The required documentation is attached for your information, as well as a power point presentation that highlights the changes from the current Agreement.

**PRIOR COUNCIL ACTION:**

On March 21, 2006, the El Paso City Council approved the execution of a new Municipal Maintenance Agreement between the City and TxDOT. Approval of this addendum is necessary to allow finalization of the Agreement by TxDOT.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

CITY CLERK DEPT.  
08 APR 15 11:00 AM

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**SECTION HEAD:**

**APPROVED FOR AGENDA:**

**CITY MANAGER:** Patricia D. Adauto, Deputy City Manager **DATE:** April 15, 2008

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

THAT the City Manager be authorized to execute an addendum to the Municipal Maintenance Agreement between the City of El Paso and the State of Texas amending the responsibilities for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of El Paso.

**ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

THE CITY OF EL PASO

\_\_\_\_\_  
John Cook  
Mayor

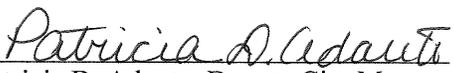
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patricia D. Adauto, Deputy City Manager  
for Development and Infrastructure  
Services

CITY CLERK DEPT.  
09 APR 15 AM 10:03

# Addendum to the Municipal Maintenance Agreement

## Exhibit D

This Addendum clarifies the sequence and conditions of the transfer of maintenance responsibilities to the State of Texas and/or the City of El Paso.

1. Exhibit A, Non Controlled Access Highways, Paragraph II, City Maintained, subparagraph D, delete the following words "removed from State Highway System after execution of agreement".
2. Add the following subparagraph to Exhibit A, Non Controlled Access Highways:
  - II. City Maintained
  - G. Sean Haggerty Drive
    1. From U.S. 54 to approximately 401.1 feet north – removed from State Highway System upon approval of minute order as detailed in "Addendum to the Municipal Maintenance Agreement Exhibit D."
3. Roadways that are designated to be maintained by the City of El Paso in this agreement and removed from the State Highway System will be maintained by the City, but remain on the State Highway System, until such time they are removed from the State Highway System by Minute Orders approved by the Texas Transportation Commission. Upon receipt of the approved Minute Orders the Texas Department of Transportation (TxDOT) will notify the City of El Paso in writing and remove any required signage from the portion of road to be removed from the State Highway System.
4. Roadways that are currently owned and maintained by City of El Paso and are designated to be transferred to the State Highway System will be maintained by the City, until the Texas Transportation Commission approves the Minute Orders adding them to the State Highway System.
5. TxDOT will work toward securing all the necessary Minute Orders in a diligent manner.

By signing this form both parties will be accepting the conditions stated herein as part of the Municipal Maintenance Agreement.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

### THE LOCAL GOVERNMENT

By: \_\_\_\_\_  
Joyce Wilson, City Manager

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

### APPROVED AS TO CONTENT:

Patricia A. Adauto  
Pat Adauto, Deputy City Manager  
for Development & Infrastructure Services

### APPROVED AS TO FORM:

Lupe Cuellar  
Assistant City Attorney

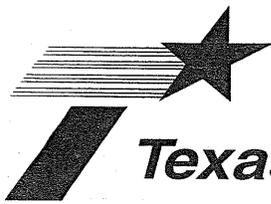
### THE STATE OF TEXAS

Executed for the Executive Director 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.

By: \_\_\_\_\_  
District Engineer  
Texas Department of Transportation

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

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# Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO, TEXAS 79928-5410 • (915) 790-4200

April 10, 2008

Ms. Patricia D. Aauto  
Deputy City Manager  
City of El Paso  
Two Civic Center Plaza  
El Paso, Texas 79901-1196

RE: Addendum to the Municipal Maintenance Agreement

Dear Ms. Aauto:

We have reviewed and concur with the proposed changes on the Addendum to the Municipal Maintenance Agreement between the City of El Paso and the Texas Department of Transportation (TxDOT). The changes combine the two documents into one and the wording has not changed. Please have four original documents signed and return to me for signature.

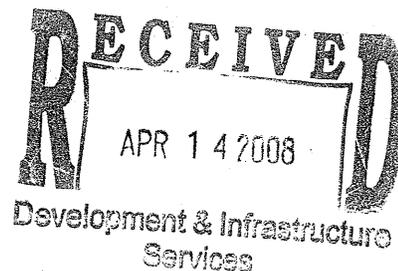
Thank you and all the staff at the City of El Paso for working with us to complete this very important agreement. We believe that that the true invested by each of our organizations was worth the final outcome.

If you have any questions regarding this topic, please contact Leo Betancourt, P.E., Director of Maintenance at (915) 790-4319.

Sincerely,

Charles H. Berry, Jr., P.E.  
District Engineer

Attachments



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08 APR 15 11:10:03

CITY CLERK DEPT.

RESOLUTION

08 APR 15 AM 10:02

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to execute a Municipal Maintenance Agreement between the City of El Paso and the State of Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of El Paso.

ADOPTED this \_\_\_\_ day of March 2006.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Momsem  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

*Patricia D. Adauto*  
Patricia D. Adauto, Deputy City  
Manager for Development &  
Infrastructure Services.

CITY CLERK DEPT.

08 APR 15 AM 10:02

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

**MUNICIPAL MAINTENANCE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of El Paso, El Paso County, Texas (population \_\_\_\_\_, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

**WITNESSETH**

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control supervision, and regulation of State highways within and through the corporate limits of such cities; 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 assist the City in the maintenance and operation of State highways within such City, conditioned that the city will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

**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, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

**COVERAGE**

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

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- A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made part hereof.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
  3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. Exhibit C, attached hereto and made a part hereof, is an addendum to this agreement which clarifies terms and conditions of the agreement.

### GENERAL CONDITIONS

1. The City authorizes the state to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. The City agrees to replace traffic control devices installed prior to the date of this agreement, as funding allows, when the traffic control devices affect and influence the use of state highways. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

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10. New construction of sidewalks, ramps or other accessibility items related to sidewalks and ramps shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

**NON-CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

**State's Responsibilities (Non-Controlled Access)**

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

#### City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

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6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

### **CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

#### **State's Responsibilities (Controlled Access)**

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.  
  
Mow & clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

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7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

### City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

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### TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code

§ 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of El Paso, the \_\_\_\_\_ day of \_\_\_\_\_, 2006, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

THE STATE OF TEXAS

CITY OF EL PASO:

\_\_\_\_\_  
Joyce A. Wilson, City Manager

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 heretofore approved and authorized by the Texas Transportation Commission.

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

\_\_\_\_\_ District

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

*Patricia D. Adauto*  
Patricia D. Adauto, Deputy City  
Manager for Development &  
Infrastructure Services.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

**NOTE:** To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

Addendum to the Municipal Maintenance Agreement

EXHIBIT A

Non Controlled Access Highways

I. State Maintained

A. U.S. Highway 62 – Montana Ave. – Paisano Dr.

1. From the east city limits to Airway Blvd.
2. From Airway Blvd. To Santa Fe St.

B. Texas Highway 20 – Doniphan Dr. – Mesa St. – Alameda Ave.

1. From North city limits to Mesa St.
2. From Doniphan Dr. to Montana Ave.
3. From Montana Ave. to Wyoming Ave. – see Note 2  
**Limits of overlay from Montana Ave. to Missouri Ave. on Mesa St.**
4. From the East city limits to Copia St.
5. From Piedras St. to Copia St. – see Note 1

C. U.S. Highway 85 – Paisano Dr.

1. From Santa Fe St. to Anapara Rd.

D. Loop 375

1. From IH-10 west to the westerly city limits on new alignment

Transfer of responsibility to the state upon completion of roadway construction by segment

E. Loop 478 – Dyer St.

1. From the North city limits to the intersection of Gateway Blvd. South

F. Farm to Market Road 76 – North Loop Dr. – Delta Dr.

1. From Emerson St. to the East city limits
2. From Emerson St. to Alameda Ave.

G. Farm to Market Road 258 – Zaragoza Rd. – Old Pueblo Rd. – Socorro Rd.

1. From Alameda Ave. down Zaragoza Rd. to the left to Socorro Rd. to the East city limits – see Note 2 **"Limits of overlay from Alameda to Socorro Rd on Zaragoza, Zaragoza Rd. to Old Pueblo Rd. on Socorro Rd."**

H. Farm to Market Road 659 – Zaragoza Rd. – Montwood Rd.

1. From North Loop Rd. to Montwood Dr. thru Loop 375 to the North city limits

I. Farm to Market Road 2316 – McRae Blvd.

1. From Gateway West to Montana Ave. – see Note 2  
**Limits of overlay from Wedgewood Dr. to Gateway Blvd. West**

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- J. Farm to Market Road 2529 – McCombs St.
  1. From Dyer St. to FM 3255
- K. Farm to Market 3255 – Martin Luther King Jr. Blvd.
  1. From U.S. 54 to the North city limits
- L. Farm to Market 2639
  1. From FM 2529 east to its terminus
- M. Piedras – redesignate SH 20
  1. From Gateway East to Alameda Ave. – see Note 1
- N. Inner Loop
  1. From U.S. 54 to Loop 375

Transfer of responsibility to the state upon completion of roadway construction by segment

- O. S.H. 178 – Artcraft Rd.
  1. From Rio Grande River Bridge to N. Desert Blvd.

## II. City Maintained

- A. U.S. Highway 62/85 – El Paso St. – after execution of agreement, TXDOT will remove from state highway system and submit request to the federal government for removal from the U.S. highway system
  1. From Paisano Dr. to Mexican Border
- B. Texas Highway 20 – Mesa St. – Texas Ave. – Alameda Ave.
  1. From Wyoming Ave. to Texas Ave. – **see Note 1 – removal from state highway system after conditions of Note 1 are met.**
  2. From Mesa St./Texas Ave. Junction to Texas Ave./Alameda Ave. Junction – removal from state highway system after conditions of Note 1 are met.
  3. From Texas Ave./Alameda Ave. Junction to Piedras St. – **see Note 1 removal from state highway system after conditions of Note 1 are met.**
- C. U.S. Highway 62/85 – Stanton St. - **after execution of agreement, TXDOT will remove from state highway system and submit request to the federal government for removal from the U.S. highway system**
  1. From Paisano Dr. to the Mexican Border
- D. Loop 478 – Copia St. – Pershing Dr. – Dyer St. removed from state highway system after execution of agreement.
  1. From Alameda Ave. to Gateway Blvd East; (exclude 1-10 ROW) Gateway Blvd West to Gateway Blvd. South

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- E. Farm to Market 1505 – Clark St. removed from state highway system after execution of agreement
  - 1. From Trowbridge Dr. to Alameda Ave.
  
- F. Old Pueblo Rd. – removed from state highway system after completion of Note 2
  - 1. From Alameda Ave. to Socorro Rd. – see Note 2 limits of overlay from Zaragoza Rd. to Old Pueblo Rd. on Socorro Rd.

**Note 1:** City will acquire ROW under Piedras St. Bridge and remove encroachments. City will certify in writing ROW is clear before transfer of maintenance responsibilities. State agrees to rehabilitate Texas Avenue.

**Note 2:** City agrees to overlay section of road listed above before Texas Department of Transportation transfer of maintenance responsibilities and city certifies in writing completion of overlay by August 31, 2006.

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Addendum to the Municipal Maintenance Agreement

EXHIBIT B

Controlled Access Highways

I. State Maintained

A. Interstate Highway 10

1. From the Northwest city limits to the Southeast city limits

B. U.S. Highway 54

1. From the North city limits to the Mexican border

C. Loop 375 – Woodrow Bean Transmountain Dr. – Joe Battle Blvd. – Americas Hwy. – Caesar Chavez Border Hwy

1. From the West city limits to Railroad Dr.
2. From the North city limits to Zaragoza Rd.
3. From Zaragoza Rd. to Santa Fe St.
4. From Border Highway to Doniphan

Transfer of responsibility upon completion of roadway construction by segment.

D. Yandell Dr. overpass

1. Santa Fe St. to Paisano Dr. – bridge only

E. S.H. 178 – Artcraft Rd.

1. From the New Mexico Stateline to the Rio Grande River Bridge

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## Addendum to the Municipal Maintenance Agreement EXHIBIT C

Addendum Exhibit C clarifies terms and conditions of the Municipal Maintenance Agreement.

1. General Conditions Section, Paragraph Five, "All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements."

Clarification: All existing signs will be replaced only as necessary. Replacement of signs will be done by the city when hit and/or they lose reflectivity to current state breakaway standards.

2. General Conditions Section, Paragraph Eight, "The City shall prevent future encroachments within the right of way of State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation of construction of any other obstruction with the right of way without prior approval in writing by the State."

Clarification: Landscaping will be handled by separate agreements. Agreements will be approved by the State.

3. General Conditions Section, Paragraph Nine, "Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect and influence the use of state highways unless their continued use is approved in writing by the State."

Clarification: City agrees to replace traffic control devices which affects and influence the use of state highways as funding allows.

4. General Conditions Section, Paragraph Eleven, "If the city does not have any approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes....."

Clarification: The State agrees to continue issuing driveway permits on State highways.

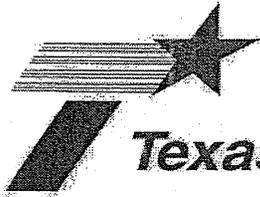
5. City's Responsibilities (Non-Controlled Access) Section, Paragraph 5, "Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the city of its responsibility for drainage of the State highway facility within the corporate limits..."

Clarification: The State defines drainage facilities as culverts and closed storm sewer systems. State will also maintain ponding areas in State right of way unless covered by a separate agreement. The City will be responsible for pumping water when ponding occurs on state roadways.

7. Controlled Access Highways Section

Clarification: The definition of a controlled access facility is a highway on which owners or occupants of abutting lands or other persons are denied access to and from same except at such points only and in such a manner as may be determined by TxDOT. It is from right-of-way-line to right-of-way-line.

08 APR 15 AM 10:03  
CITY CLERK DEPT.



# Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO, TEXAS 79928-5410 • (915) 790-4200

February 11, 2008

CITY CLERK DEPT.  
08 APR 15 AM 10:03

Ms. Patricia D. Adauto  
Deputy City Manager  
City of El Paso  
Two Civic Center Plaza  
El Paso, Texas 79901-1196

RE: Addendums to Proposed Municipal Maintenance Agreement

Dear Ms. Adauto:

We are transmitting two addendums to the proposed Municipal Maintenance Agreement between the City of El Paso and the Texas Department of Transportation (TxDOT). One of the addendums (Exhibit D) we have already discussed by telephone. It provides language to allow us to continue with execution of the agreement and implementing the concept of the agreement, prior to the Texas Transportation Commission actually approving jurisdiction changes of the specified roadways. As we discussed, the addendum will allow the District to prepare the necessary documents for the transfer of jurisdiction of the roadways using land surveys and legal descriptions of the actual right of way.

The second addendum applies to Sean Haggarty Drive transfer of jurisdiction to the City of El Paso. Since it was omitted from the original Municipal Maintenance Agreement, we have taken the liberty of proposing the first addendum (Exhibit A) for updating the list of streets and highways.

I have worked on this program together with Leo Betancourt, Director of Maintenance, and his staff. Please contact Mr. Betancourt at (915) 790-4319 or myself at (915) 790-4203, if you have any questions on this information.

Sincerely,

Charles H. Berry, Jr., P.E.  
District Engineer

Attachments

cc: Leo Betancourt, Director of Maintenance, TxDOT

# Addendum to the Municipal Maintenance Agreement

## Exhibit D

This Addendum clarifies the sequence and conditions of the transfer of maintenance responsibilities to the State of Texas and/or the City of El Paso. Delete statement on Exhibit A "removed from State Highway System after execution of agreement".

Roadways that are designated to be maintained by the City of El Paso in this agreement and removed from the State Highway System will be maintained by the City, but remain on the State Highway System, until such time they are removed from the State Highway System by Minute Orders approved by the Texas Transportation Commission. Upon receipt of the approved Minute Orders the Texas Department of Transportation (TxDOT) will notify the City of El Paso in writing and remove any required signage from the portion of road to be removed from the State Highway System.

Roadways that are currently owned and maintained by City of El Paso and are designated to be transferred to the State Highway System will be maintained by the City, until the Texas Transportation Commission approves the Minute Orders adding them to the State Highway System.

TxDOT will work toward securing all the necessary Minute Orders in a diligent manner.

By signing this form both parties will be accepting the conditions stated herein as part of the Municipal Maintenance Agreement.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

### THE LOCAL GOVERNMENT

By: \_\_\_\_\_  
City Manager

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

### APPROVED AS TO CONTENT:

\_\_\_\_\_  
Deputy City Manager  
for Development & Infrastructure Services

### APPROVED AS TO FORM:

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

### THE STATE OF TEXAS

Executed for the Executive Director 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.

By: \_\_\_\_\_  
District Engineer  
Texas Department of Transportation

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

08 APR 15 AM 10:03  
CITY CLERK DEPT

# Addendum to the Municipal Maintenance Agreement

## Exhibit A

### Non Controlled Access Highways

#### II. City Maintained

##### G. Sean Haggerty Drive

1. From U.S. 54 to approximately 401.1 feet north – removed from State Highway System upon approval of minute order as detailed in "Addendum to the Municipal Maintenance Agreement Exhibit D."

By signing this form both parties will be accepting the conditions stated herein as part of the Municipal Maintenance Agreement.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

#### THE LOCAL GOVERNMENT

By: \_\_\_\_\_  
City Manager

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

#### APPROVED AS TO CONTENT:

\_\_\_\_\_  
Deputy City Manager  
for Development & Infrastructure Services

#### APPROVED AS TO FORM:

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

#### THE STATE OF TEXAS

Executed for the Executive Director 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.

By: \_\_\_\_\_  
District Engineer  
Texas Department of Transportation

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

08 APR 15 AM 10:03

CITY CLERK DEPT

CITY CLERK DEPT.

08 APR 15 AM 10:02

## **MUNICIPAL MAINTENANCE AGREEMENT OVERVIEW**

- **AGREEMENT BETWEEN CITY & TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)**
- **AGREEMENT ALLOWS FOR FINANCIAL CONTRIBUTION BY STATE ON MAINTENANCE OF STATE HIGHWAYS (OR PORTIONS THEREOF) WITHIN THE CITY**
- **DEFINES RESPONSIBILITIES ON NON CONTROLLED & CONTROLLED ACCESS HIGHWAYS**
- **CURRENT AGREEMENT DATED DECEMBER 20, 1973, MINOR REVISIONS MADE AS AMENDMENTS THERETO**
- **NEED FOR REVISION IDENTIFIED**
- **NEW STATE MAINTENANCE FORM, FORM 1038**

## **MUNICIPAL MAINTENANCE AGREEMENT FORM DIFFERENCES**

- **MORE SPECIFICITY ON DUTIES & RESPONSIBILITIES**
- **GENERAL CONDITIONS:**
  - New requirement that City maintain sidewalks, ramps or other accessibility items per ADA standards**
  - Clear definition of controlled vs. non controlled highways**
  - Separate exhibit that provides clarity to ambiguous provisions**

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## MUNICIPAL MAINTENANCE AGREEMENT FORM DIFFERENCES

- **NON CONTROLLED ACCESS HIGHWAYS:**

**State Responsibility:**

**Expanded maintenance on traveled surface & ROW necessary for the support of same under vehicular loads; includes maintenance of shoulders**

**Reduced responsibility for sweeping & cleaning of pavement, mowing & litter pickup**

**City Responsibility:**

**Expanded responsibility for installation & maintenance of parking restriction signage & pedestrian crosswalks**

## MUNICIPAL MAINTENANCE AGREEMENT FORM DIFFERENCES

- **NON CONTROLLED ACCESS HIGHWAYS (Cont'd):**

**City Responsibility:**

**Expanded responsibility for installation, operation & maintenance of school safety devices & school crosswalks**

**Expanded responsibility for fully signing & marking of intersecting City streets with state highways**

**Expanded responsibility for mowing & litter pickup, sweeping & otherwise cleaning pavement surfaces, including snow & ice control**

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## MUNICIPAL MAINTENANCE AGREEMENT FORM DIFFERENCES

- **CONTROLLED ACCESS HIGHWAYS:**  
***City Responsibility:***  
**Expanded responsibility for signing & marking of  
intersecting City streets with state highways**

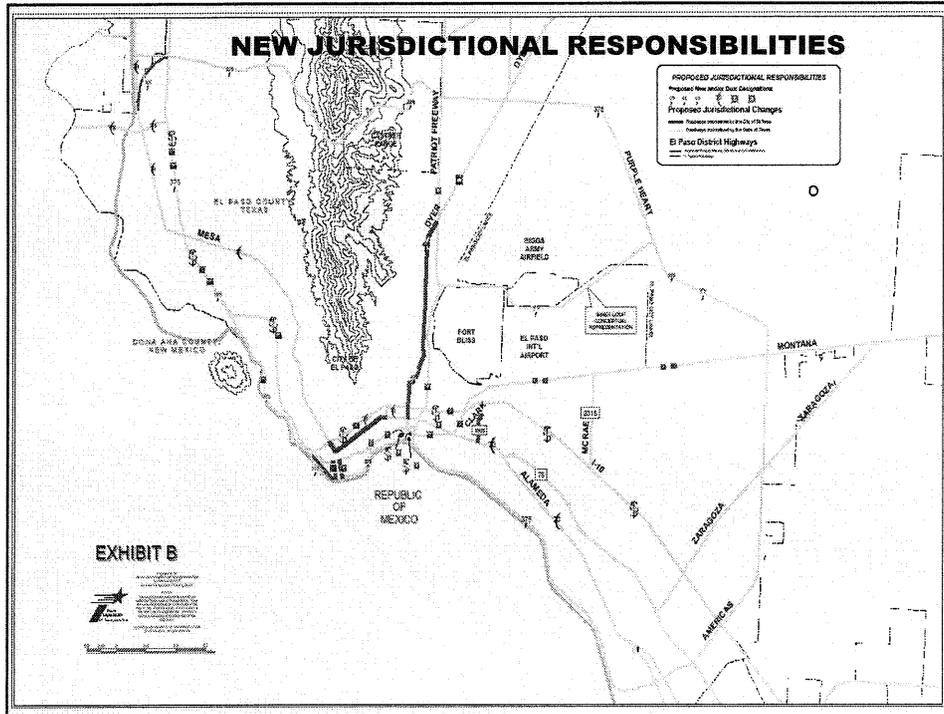
## MUNICIPAL MAINTENANCE AGREEMENT JURISDICTIONAL CHANGES & IMPACTS

- **FROM STATE TO CITY**  
**18.7 Linear Miles Approximately**
- **FROM CITY TO STATE**  
**121 Linear Miles Approximately**  
**(Cost Savings in \$\$\$ Millions)**
- **APPROXIMATE ADDITIONAL COSTS TO CITY**

<b>Landscape Maintenance</b>	<b>\$72,726</b>
<b>Litter Pickup Maintenance</b>	<b>\$29,945</b>
<b>Cleaning/Sweeping Maintenance</b>	<b>\$114,287</b>
<b>Approximate Total</b>	<b>\$216,958</b>

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## MUNICIPAL MAINTENANCE AGREEMENT JURISDICTIONAL CHANGES - TO TXDOT

Mesa	Montana to Wyoming
Piedras	Gateway East to Alameda
Alameda	Piedras to Copia
Inner Loop	US-54 to Loop 375
Loop 375	Border Highway to Doniphan
Loop 375	I-10 to Doniphan
Socorro	Old Pueblo to Zaragosa
Zaragosa	Alameda to Socorro
Montwood	Zaragosa to Loop 375
North Loop	Alameda to Emerson
McRae	Gateway West to Montana

**28.53 Center Line Miles; 120.7 Lane Miles**

CITY CLERK DEPT.

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## MUNICIPAL MAINTENANCE AGREEMENT JURISDICTIONAL CHANGES – TO CITY

Mesa	Missouri to Wyoming
Texas	Mesa to Alameda
Alameda	Texas to Piedras
Pershing	Copia to Dyer
Clark	Trowbridge to Alameda
Copia	Paisano to Pershing
Stanton	Paisano to Loop 375
El Paso	Paisano to Loop 375
Old Pueblo	Alameda to Socorro
Sean Haggerty	Bridge across NS Freeway Channel

**6.05 Center Line Miles; 18.7 Lane Miles**

## MUNICIPAL MAINTENANCE AGREEMENT JURISDICTIONAL CHANGES – TO CITY

**With the jurisdictional transfer, the City will assume  
maintenance of the following landscaped medians Citywide**

Montana	Trowbridge to Airway	1.7 Miles
Mesa	Baltimore / Glory Road to Doniphan	7.3 Miles
North Loop	Delta to Loop 375	5.3 Miles
Dyer	Hondo Pass to McCombs	2.5 Miles
Alameda	Piedras to Buena Vista	2.1 Miles
Paisano	Piedras to Alameda	2.2 Miles

**Approximately 21.1 miles - inclusive of ancillary  
median triangles & other separation structures**