

AGENDA MEMORANDUM
for the City Council Meeting of March 27, 2012

DATE: 11/30/2011

TO: Ronald L. Olson, City Manager

THROUGH: Oscar R. Martinez, Assistant City Manager *OM*
OscarM@cctexas.com
(361) 826-3897

FROM: Dan Biles, Interim Director of Engineering *DB*
DanB@cctexas.com
(361) 826-3729

Authorizing the execution of TxDOT Municipal Maintenance Agreement.

CAPTION:

Resolution approving and authorizing the City Manager or designee to execute a Municipal Maintenance Agreement with the State of Texas, acting by and through the Texas Department of Transportation ("State" or "TxDOT") for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of Corpus Christi.

BACKGROUND AND FINDINGS:

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 into agreements with the State to fix responsibilities for maintenance, control, supervision and regulations of State highways within and through its corporate limits.

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.

The local Executive Director, acting on 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 the City, conditioned that the City will enter into agreements with the State for the purpose of determining responsibilities of the parties.

ALTERNATIVES:

The City of Corpus Christi could continue to operate under the current 1983 Municipal Maintenance Agreement.

OTHER CONSIDERATIONS:

The proposed agreement does not materially change the responsibilities of either party from the prior

agreement, but it does update the attached map exhibits to clarify highway names and update minor updates. Also, the proposed agreement allows the City, at its sole discretion, to maintain areas which are the responsibility of the State for preparation of special events or requests.

CONFORMITY TO CITY POLICY:

City Council approval is necessary in order to execute the MMA and to appropriate funds.

EMERGENCY / NON-EMERGENCY:

Non-emergency

DEPARTMENTAL CLEARANCES:

Storm Water/Street
Engineering
Management and Budget
Legal

FINANCIAL IMPACT: Not applicable

Fiscal Year: 2011-2012	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget				
Encumbered / Expended Amount				
This item				
BALANCE				

Comments: Funds to cover the cost of the City required to maintain the areas specified in the agreement are subject to the program of work approved in the annual budget.

RECOMMENDATION:

Staff recommends passage of the Resolution.

LIST OF SUPPORTING DOCUMENTS:

Attachment A - Proposed Municipal Maintenance Agreement (MMA)
Resolution directing City staff to enter into negotiations to execute proposed MMA

Approvals: Veronica Ocanas, Assistant City Attorney
Constance P. Sanchez, Interim Director of Financial Services
Eddie Houlihan, Assistant Director of Management and Budget
Oscar R. Martinez, Assistant City Manager



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 2010, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of _____, (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:
 - 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 a 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.

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. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
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. 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 or influence the use of State highways unless their continued use is approved in writing by the State. 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.
10. New construction of sidewalks, ramps or other accessibility related items 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.
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.
2. Mow and 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.
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).
6. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas, defined as the real property identified in a plat or replat of a subdivision properly recorded in the county clerk's office in accordance with Property Code, §12.002, on which development has not commenced. The city may assist at the city's discretion, in performing these

operations within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist.

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.

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 _____ day of, 2010, and the Texas Department of Transportation, on the ____ day of _____, 2010.

ATTEST:

THE STATE OF TEXAS

CITY OF _____

BY _____
(Title of Signing Official)

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

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 this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AGREEMENT DATED _____
BETWEEN THE STATE OF TEXAS AND THE CITY OF _____ FOR THE
MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF: _____

SECTION 1.

That the certain agreement dated _____, between the State of Texas and
the City of _____ for the maintenance, control, supervision, and regulation
of certain State Highways and/or portions of State Highways in the City of _____
and the same is, hereby approved; and that _____ is hereby
authorized to execute said agreement on behalf of the City of _____ and to transmit
the same to the State of Texas for appropriate action.

SECTION 2.

The fact that the work contemplated under the above mentioned agreement is 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.

ATTEST:

PASSED: _____

Secretary

APPROVED: _____

City of _____
Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED _____
BETWEEN THE STATE OF TEXAS AND THE CITY OF _____
FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS
AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

SECTION 1.

That the certain agreement dated _____, between the State of Texas and
the City of _____ for the maintenance, control, supervision, and regulation of certain
State Highways and/or portions of State Highways in the City of _____ be, and the same
is, hereby approved; and that _____ is hereby authorized to execute
said agreement on behalf of the City of _____ and to transmit the
same to the State of Texas for appropriate action.

ATTEST:

PASSED: _____

Secretary

APPROVED: _____

City of _____
Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____, COUNTY OF _____, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety, and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part thereof, and marked MUNICIPAL MAINTENANCE AGREEMENT; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked MUNICIPAL MAINTENANCE AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the _____

SECTION 1. That the public convenience, safety, and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance projects.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an Agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked MUNICIPAL MAINTENANCE AGREEMENT. The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

STATE OF TEXAS §

COUNTY OF TRAVIS §

I, _____, the duly appointed, qualified, and acting city secretary of the City of _____, 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 _____, A.D., 20____, at _____ o'clock ☐ a.m. ☐ p.m.

To certify which, witness my hand and seal of the City of _____, TEXAS, this due _____ day of _____, 20____, at _____, Texas.

City Secretary of the City of

_____, Texas

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO
MUNICIPAL MAINTENANCE AGREEMENT
FOR THE FURNISHING, INSTALLING,
OPERATION AND MAINTENANCE OF CAMERAS ON STATE HIGHWAY
RIGHTS-OF-WAY TO MONITOR COMPLIANCE WITH TRAFFIC-CONTROL SIGNALS**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of _____ hereinafter called the "City", acting by and through its duly authorized officers.

WITNESSETH

WHEREAS, the State owns and maintains a system of highways and roadways in the City of _____ pursuant to Transportation Code, Section 201.103; and

WHEREAS, the State and the City executed a Municipal Maintenance Agreement on _____; and

WHEREAS, the City has requested permission to install cameras on state highway rights-of-way to monitor compliance with traffic-control signals, hereinafter referred to as "camera monitoring equipment", at the locations listed on Exhibit A attached hereto and made a part of hereof; and

WHEREAS, the State has determined that when the City's installation of camera monitoring equipment will not damage the highway facility, impair safety, impede maintenance, or in any way restrict the operation of the highway, the proposed camera monitoring equipment may be installed by the City or its contractor;

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:

AMENDMENT

ARTICLE 1. CONTRACT PERIOD

This amendment becomes effective on final execution by the State and shall remain in effect as long as said camera monitoring equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This amendment may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this amendment, with proper allowances being made for circumstances beyond the control of the City or its contractor. The State's written notice to the City shall describe the default and the proposed termination date. If the City cures the default before the proposed termination date, the proposed termination is ineffective; or
- 3) By either party upon thirty (30) days written notice to the other.

Termination of this amendment shall not serve to terminate the underlying Municipal Maintenance Agreement between the State and the City.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this amendment.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A. The City will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B. No reimbursement shall be paid for any materials supplied by the City or its contractor.
- C. Any adjustment, replacement, or reinstallation of the camera monitoring equipment due to reconstruction or alteration of the intersection shall be performed by the City at the City's expense. The State will work with the City to provide adequate notice of any planned work to allow for the necessary modification or removal.
- D. All installation or maintenance work performed by the City or its contractor requiring traffic control shall be performed in accordance with the *Texas Manual on Uniform Traffic Control Devices*.

ARTICLE 5. INSPECTION OF WORK

- A. The City or its contractor will furnish the State a complete set of design drawings and installation plans for review. The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the camera monitoring equipment.
- B. The State reserves the right to inspect and request modification of any camera monitoring equipment under this agreement both prior to and after installation. No installation may occur until the State has approved the proposed installation.
- C. The State reserves the right to inspect and approve the completed installation.
- D. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. The State shall not be held responsible for the operation (or non-operation) of the camera monitoring equipment or for any effect it may have.

The City is responsible for any damage that may occur to state equipment during the installation, maintenance or operation of the camera monitoring equipment. The City is responsible for maintaining the camera monitoring equipment and related signing in good working order and keeping such equipment free from graffiti.

ARTICLE 7. DE-ACTIVATION OF CAMERA MONITORING EQUIPMENT

The State reserves the right to disconnect and remove camera monitoring equipment from the traffic signals should any problem arise affecting the State. The State will notify the appropriate City office of the de-activation of the camera monitoring equipment. Upon correction of the problem, the City may reconnect the camera monitoring equipment.

ARTICLE 8. INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install all equipment related to the camera monitoring equipment installation. This includes, but is not limited to, camera equipment, camera housing and supporting structure, intersection lighting, vehicle detection system, communications equipment, electrical service and connections, roadway signing, and any interconnection with the signal. The City or its contractor will be responsible for all power costs associated with the operation of the camera monitoring equipment.

Electrical connections made to the State's signal equipment shall be optically or otherwise isolated as approved by the State and shall not affect the operation of any component of the traffic signal system including both the signal controller and the conflict monitor/malfunction management unit.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with data related to the operation of the camera monitoring equipment.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City shall be grounds for termination of the amendment, and any increased cost arising from the City default, breach of contract, or violation of terms shall be paid for by the City. This amendment shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11. INSURANCE

Before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately.

ARTICLE 12. SUCCESSORS AND ASSIGNS

The City shall not assign or otherwise transfer its rights or obligations under this amendment except with the prior written consent of the State.

ARTICLE 13. LEGAL CONSTRUCTION

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 invalidity, illegality, or unenforceability shall not affect any other provision thereof and this amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 14. NOTICES

All notices to either party by the other required under this amendment shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City: _____	State: _____
City: _____	State: _____
City: _____	State: _____
City: _____	State: _____
City: _____	State: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 15. GOVERNING LAWS AND VENUE

This amendment shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 16. PRIOR AGREEMENTS SUPERSEDED

This amendment constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 17. REVISIONS TO EXHIBIT A

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

The CITY OF _____

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

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 _____
Dallas District Engineer

Date _____

EXHIBIT " A " NON-CONTROLLED ACCESS HIGHWAYS

SHEET 1 OF 16

CORPUS CHRISTI
Pop. 305,215 (2010)

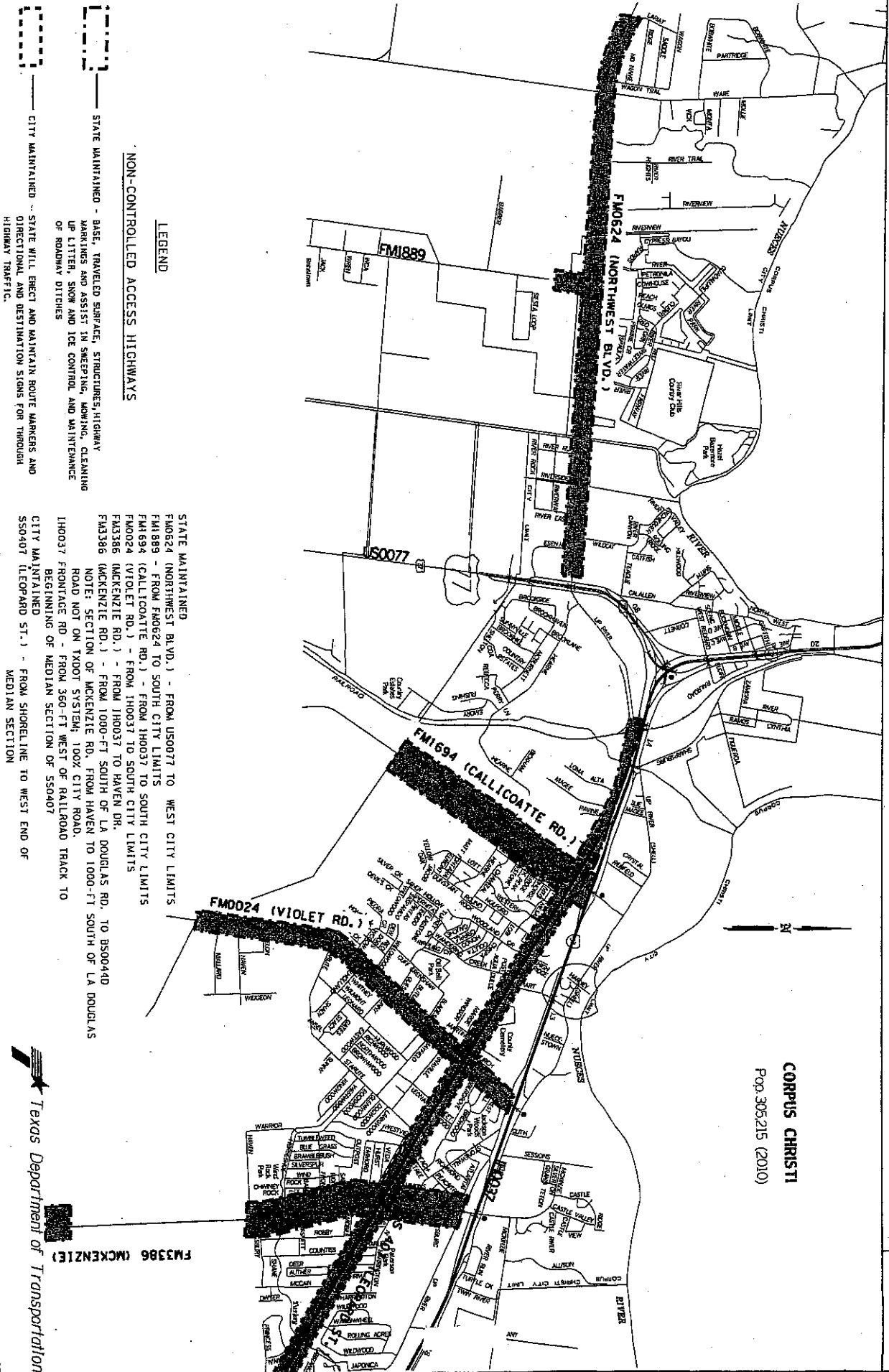


EXHIBIT "A" NON-CONTROLLED ACCESS HIGHWAYS

SHEET 2 OF 16

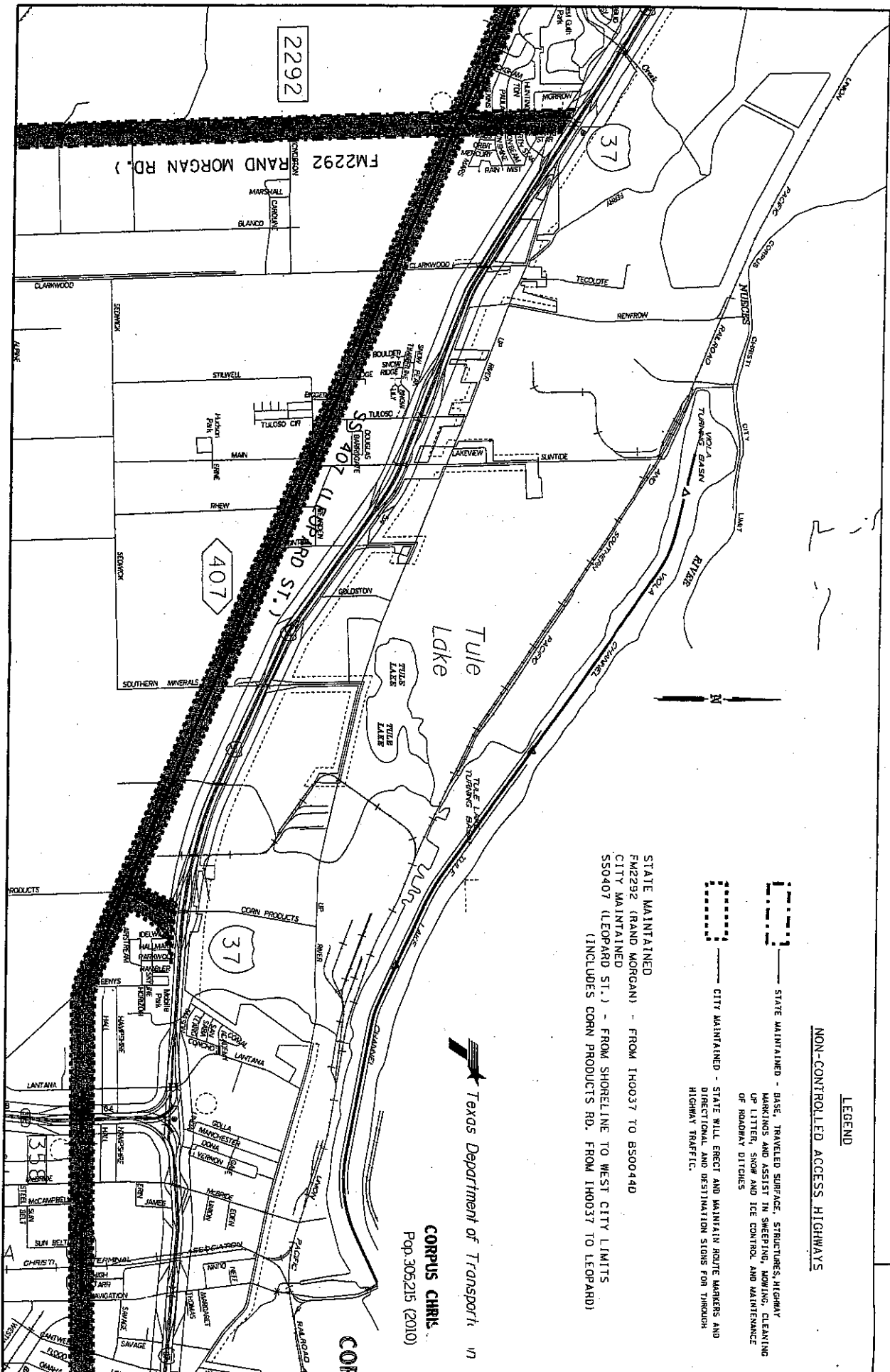


EXHIBIT "A" NON-CONTROLLED ACCESS HIGHWAYS

SHEET 3 OF 16

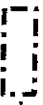

CORPUS CHRISTI
Pop. 305,215 (2010)

STATE MAINTAINED
FM2292 (GRAND MORGAN RD.) - FROM IH0037 TO BS0044D
FM2292 (S. CLARKWOOD RD.) - FROM BS0044D TO SOUTH CITY LIMITS
BS0044D - FROM WEST CITY LIMITS TO SH0044 EAST
FM0763 - FROM SH0044 TO SOUTH CITY LIMITS
BS0044D - FROM SH0044 TO SH0358
FM0665 (OLD BROWNSVILLE RD.) - FROM AIRPORT RD. TO SH0357
FM0665 (AIRPORT RD.) - FROM OLD BROWNSVILLE RD. TO AGNES ST. (NOT ON MAP)
SH0357 (SARATOGA BLVD.) - FROM FM0665 TO R0DD FIELD RD.
SH0357 (R0DD FIELD RD.) - FROM SH0357 TO SH0358 (NOT ON MAP)

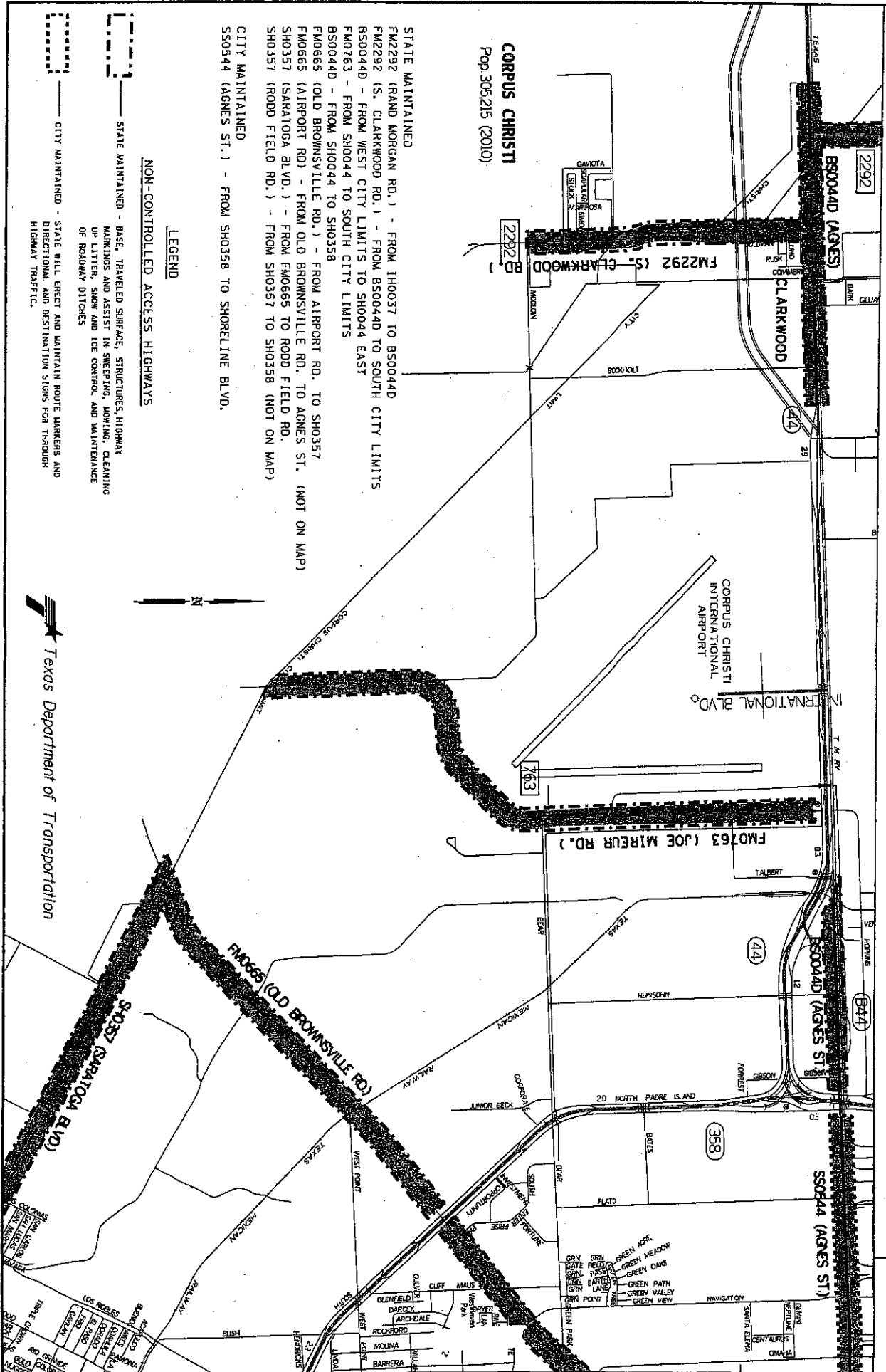
CITY MAINTAINED
SS0544 (AGNES ST.) - FROM SH0358 TO SHORELINE BLVD.

LEGEND

NON-CONTROLLED ACCESS HIGHWAYS

-  STATE MAINTAINED - BASE, TRAVELED SURFACE, STRUCTURES, HIGHWAY MARKINGS AND ASSIST IN SWEEPING, MOWING, CLEANING UP LITTER, SNOW AND ICE CONTROL, AND MAINTENANCE OF ROADWAY DITCHES
-  CITY MAINTAINED - STATE WILL ERECT AND MAINTAIN ROUTE MARKERS AND DIRECTIONAL AND DESTINATION SIGNS FOR THROUGH HIGHWAY TRAFFIC.

 Texas Department of Transportation



SHEET 4 OF 16



EXHIBIT "A" NON-CONTROLLED ACCESS HIGHWAYS

SHEET 5 OF 16

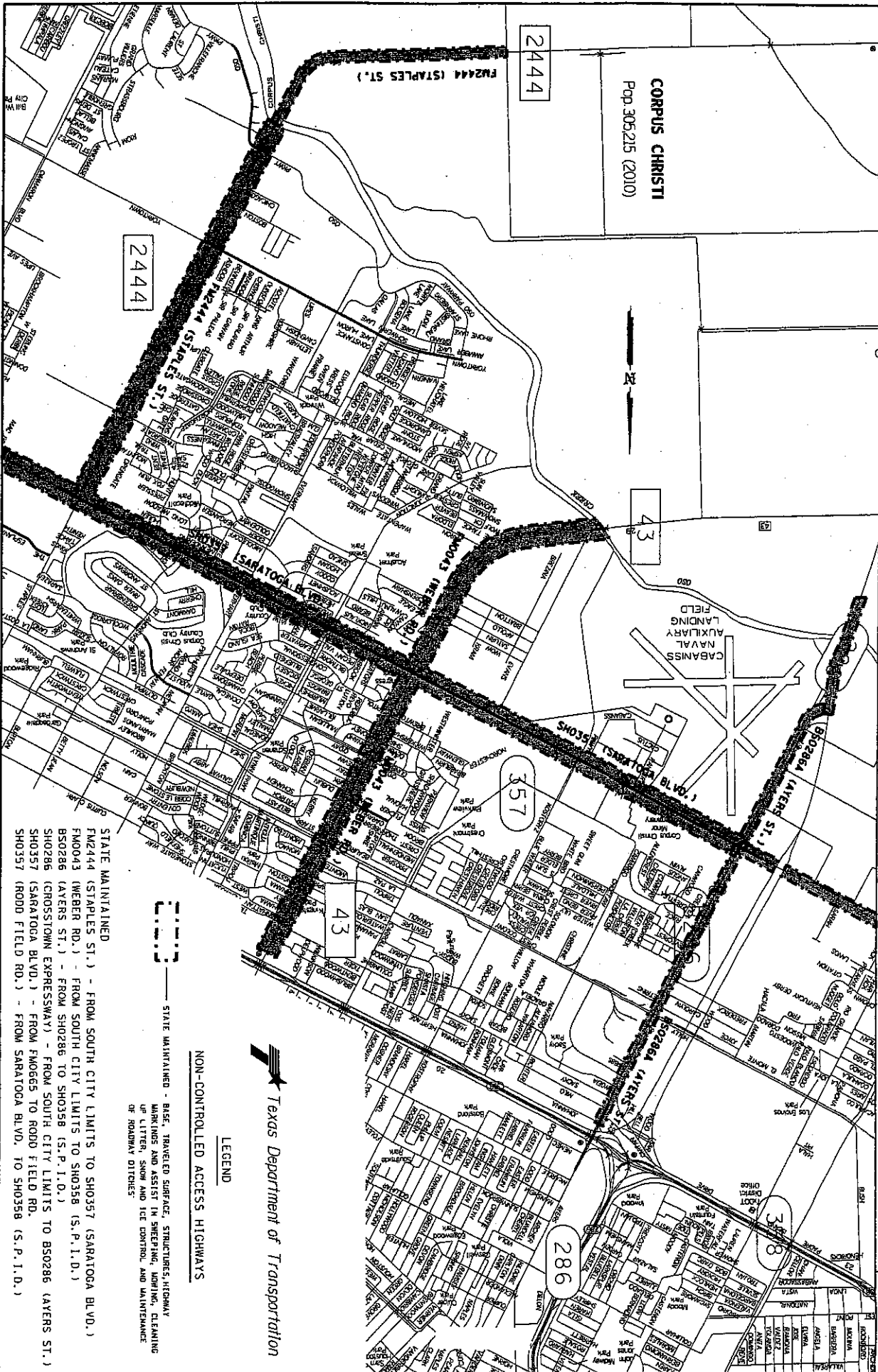
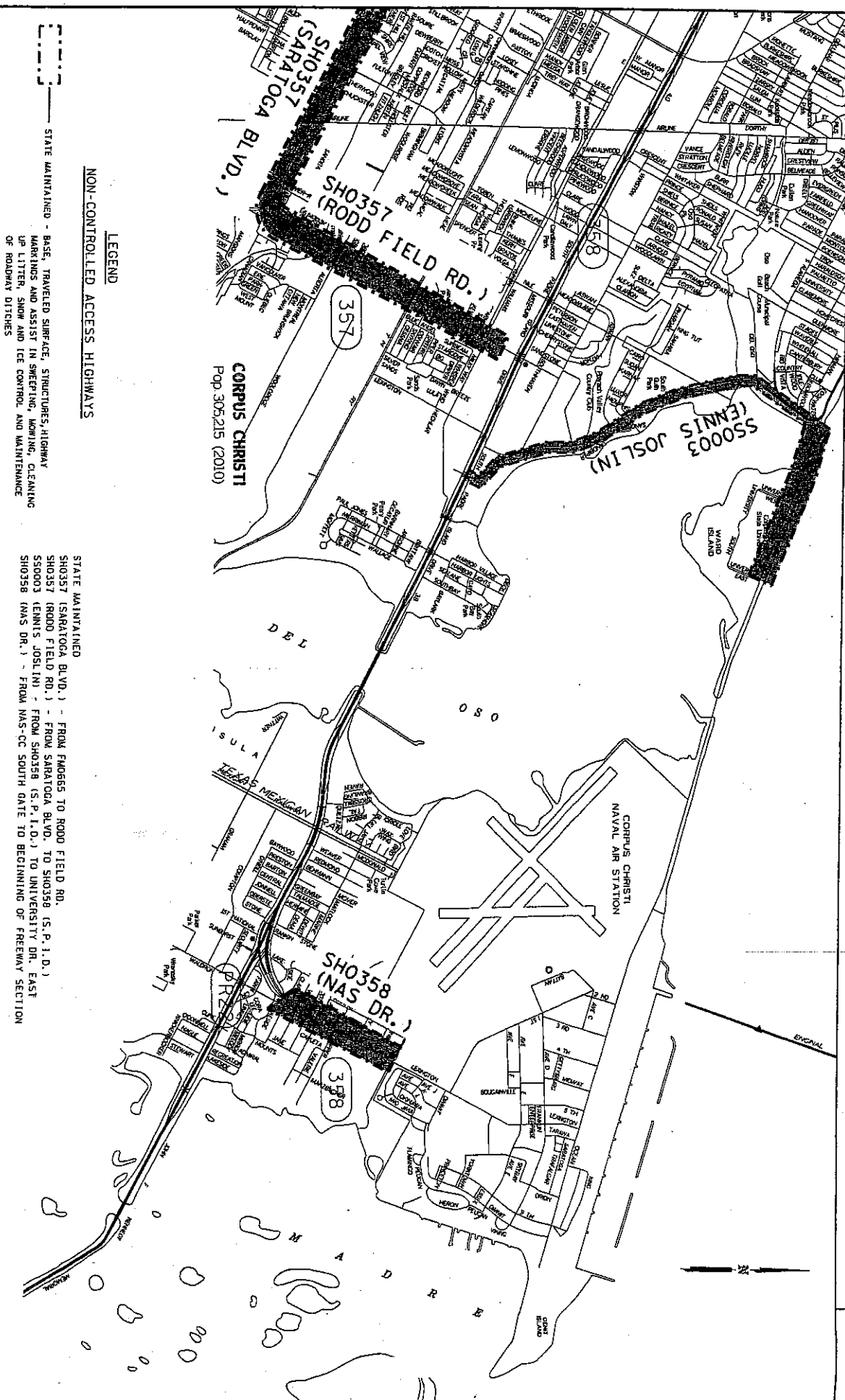


EXHIBIT " A " NON-CONTROLLED ACCESS

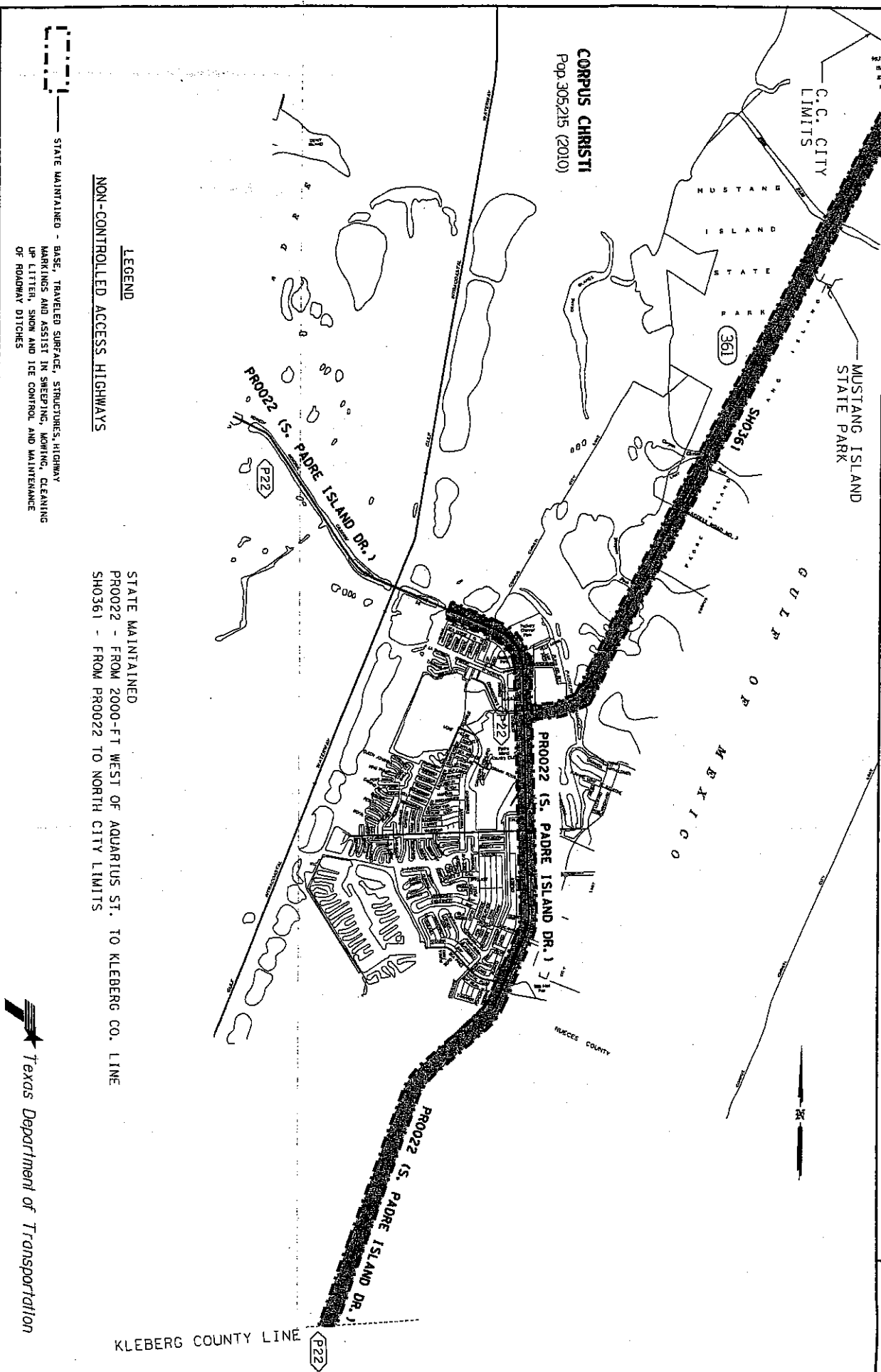
SHEET 6 OF 16



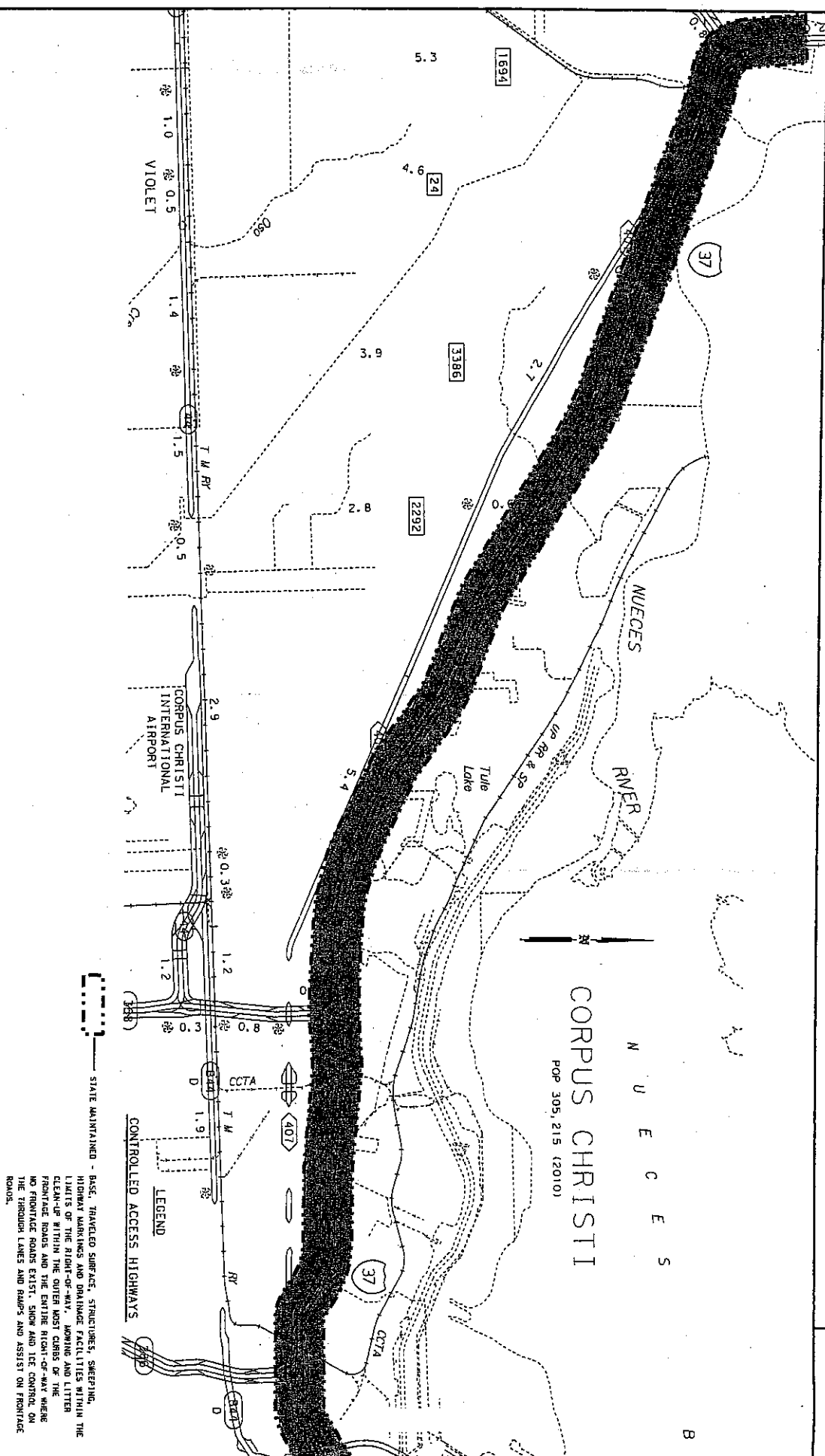
 Texas Department of Transportation

EXHIBIT "A" NON-CONTROLLED ACCESS

SHEET 7 OF 16



SHEET 8 OF 16

STATE MAINTAINED
IH0037 - MESQUITE ST. TO NORTH CITY LIMITS

SHEET 9 OF 16

CORPUS CHRISTI
Pop. 305,215 (2010)

CONTROLLED ACCESS HIGHWAYS

BASE, TRAVELED SURFACE, STRUCTURES, SHEETING, HIGHWAY MARKINGS AND DRAINAGE FACILITIES WITHIN THE LIMITS OF THE HIGH-OF-WAY, MOWING AND LITTER CLEAN-UP WITHIN THE OUTER MOST CURBS OF THE FRONTAGE ROADS AND THE ENTIRE HIGH-OF-WAY WHERE NO FRONTAGE ROADS EXIST, SLOPE AND ICE CONTROL, ON THE THROUGH LANES AND RAMP, AND ASSIST ON FRONTAGE ROADS.

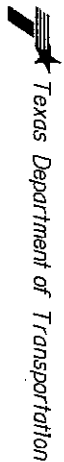
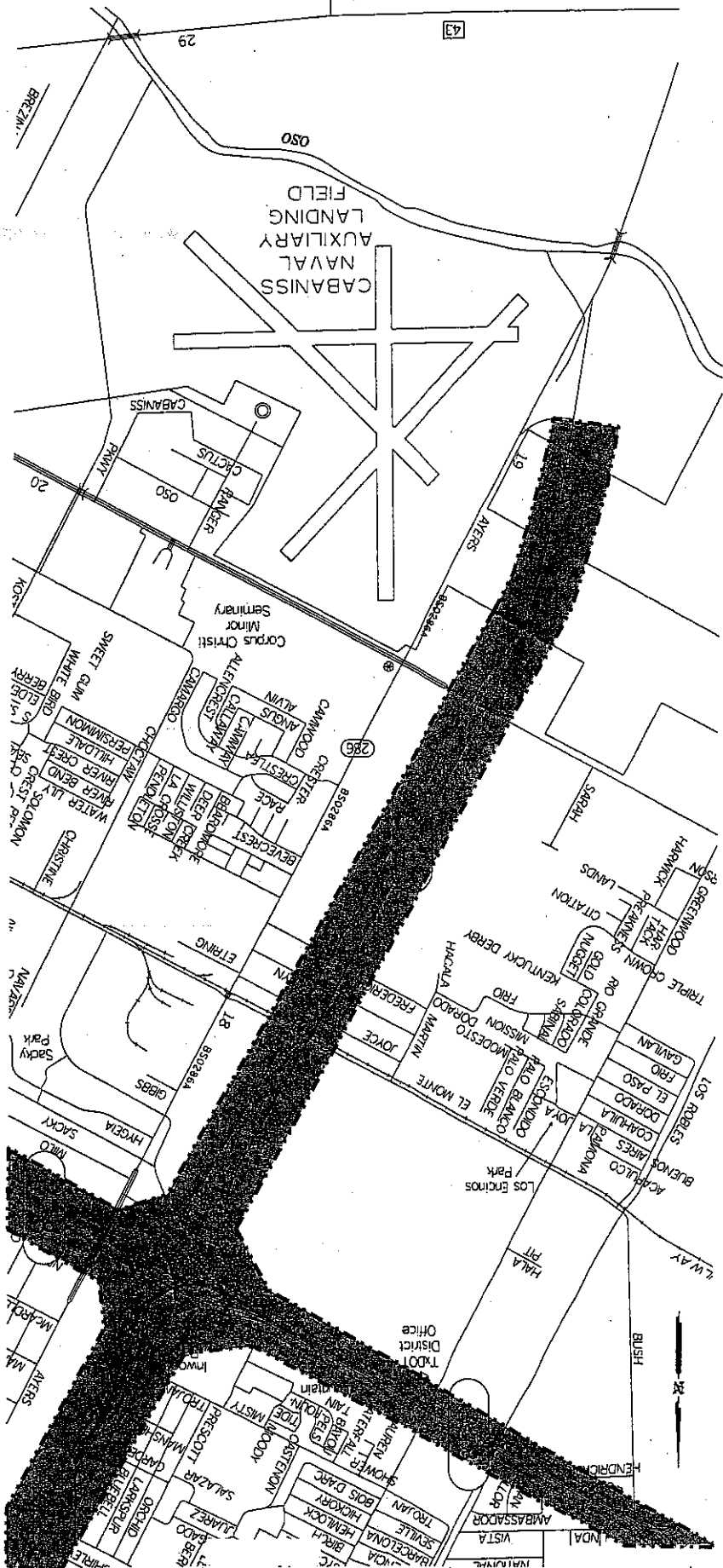


EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS

SHEET 10 OF 16



LEGEND

CORPUS CHRISTI

Pop. 305,215 (2010)

STATE MAINTAINED - BASE, TRAVELED SURFACE, STRUCTURES, SWEETING, HIGHWAY MARKINGS AND DRAINAGE FACILITIES WITHIN THE LIMITS OF THE RIGHT-OF-WAY. MOWING AND LITTER CLEAN-UP WITHIN THE OUTER MOST CURBS OF THE FRONTAGE ROADS AND THE ENTIRE RIGHT-OF-WAY WHERE NO FRONTAGE ROADS EXIST. SNOW AND ICE CONTROL ON THE FRONTAGE LANES AND MAINS AND ASSIST ON FRONTAGE ROADS.

STATE MAINTAINED
SH0286 (CROSSTOWN EXPRESSWAY) - FROM IH0037 TO BS0286A (AYERS ST.)
SH0358 (PADRE ISLAND DR.) - FROM IH0037 TO END OF EXPRESSWAY LANES
AT CLAIRE DR.

SHEET 11 OF 16

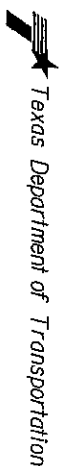
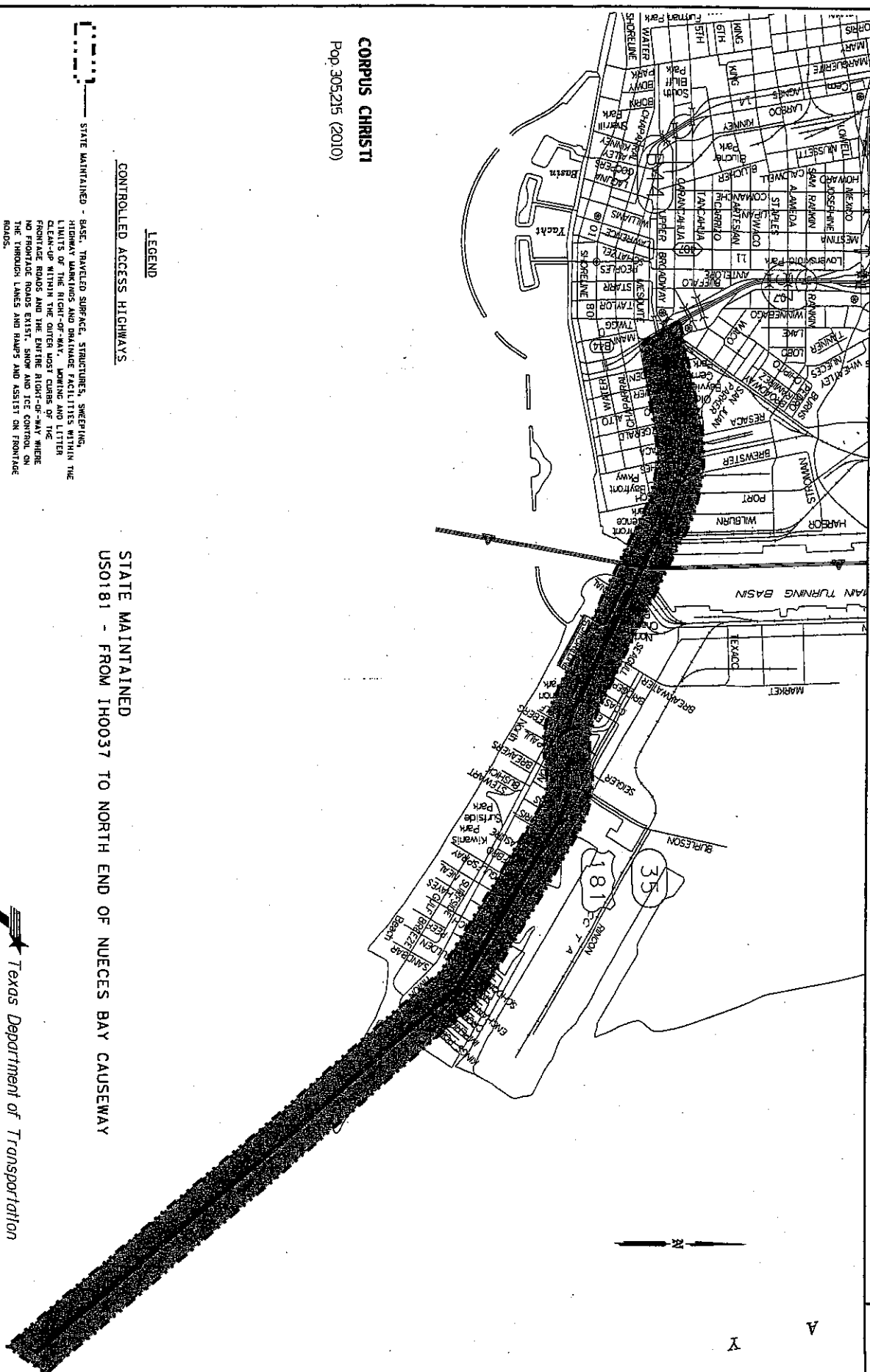


EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS

SHEET 12 OF 16



CORPUS CHRISTI
Pop. 305,215 (2010)

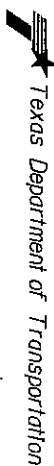
Pop. 305,215 (2010)

CONTROLLED ACCESS HIGHWAYS

LEGEND

BASE, TRAVELED SURFACE, STRUCTURES, SWEEPING, HIGHWAY MARKINGS AND DRAINAGE FACILITIES WITHIN THE LIMITS OF THE RIGHT-OF-WAY, MOWING AND LITTER CLEAN-UP WITHIN THE OUTER MOST CURBS OF THE FRONTAGE ROADS AND THE ENTIRE RIGHT-OF-WAY WHERE NO FRONTAGE ROADS EXIST. SNOW AND ICE CONTROL ON THE THROUGH LANES AND HELP/IN ON FRONTAGE ROADS.

STATE MAINTAINED
US0181 - FROM IH0037 TO NORTH END OF NUECES BAY CAUSEWAY

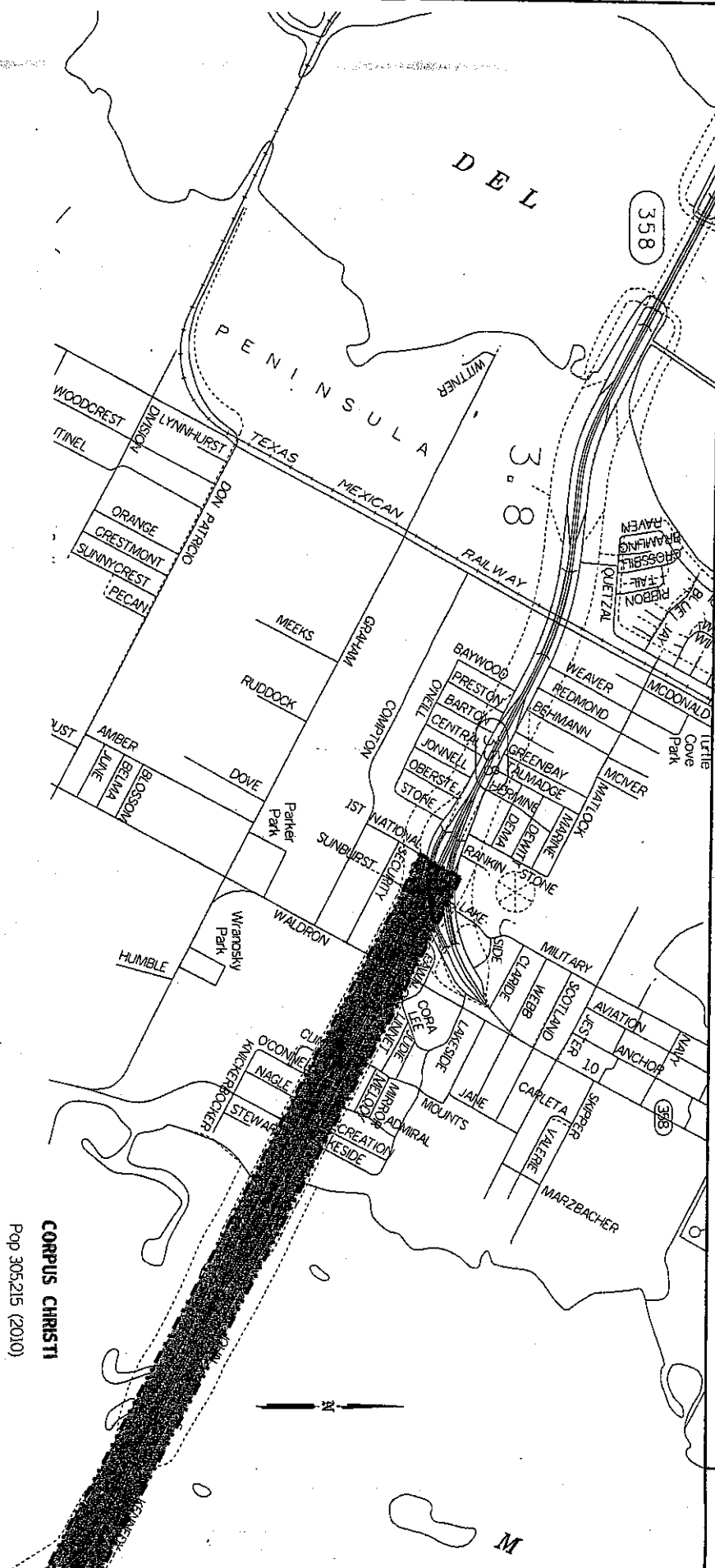


SHEET 13 OF 16



EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS

SHEET 14 OF 16



LEGEND

CONTROLLED ACCESS HIGHWAYS

STATE MAINTAINED - BASE, TRAVELED SURFACE, STRUCTURES, SWEETING, HIGHWAYS, AND TRAILING FACILITIES WITHIN THE LIMITS OF THE RIGHT-OF-WAY. NO FRONTAGE ROADS AND THE ENTIRE RIGHT-OF-WAY WHERE NO FRONTAGE ROADS EXIST, SHOW ADVANCE CONTROL ON THE THROUGH LANES AND RAMP AND ASSIST ON FRONTAGE ROADS.

PRO022 (L/FK CAUSEWAY) - FROM SH0358 TO 2000-FT WEST OF AQUARIUS ST.

CORPUS CHRISTI
Pop 305,215 (2010)

11/18/2011

EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS

SHEET 15 OF 16

CORPUS CHRISTI
Pop 305,215 (2010)

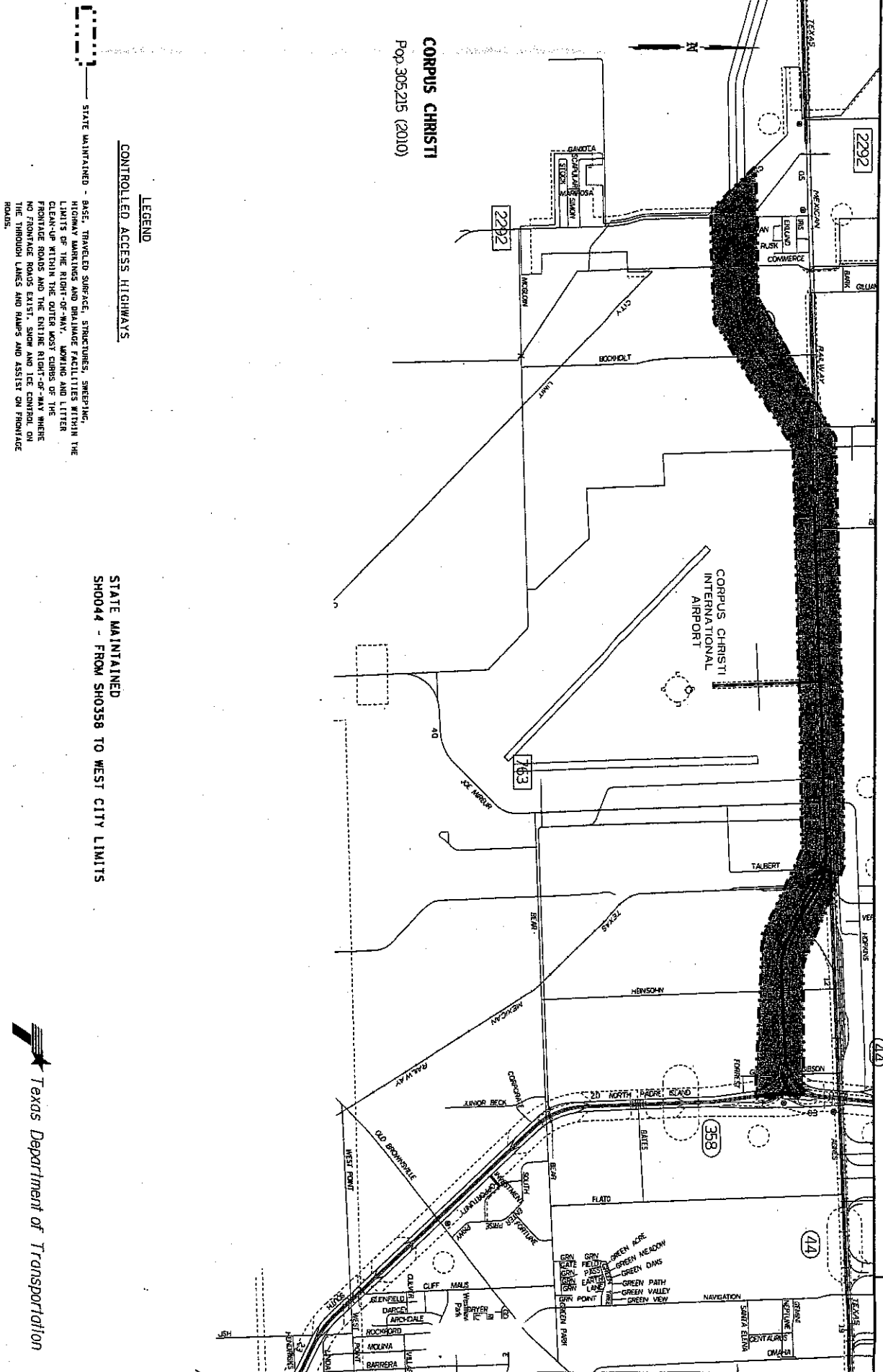


EXHIBIT "B" OUTERMOST CURB DETAIL

