

Texas Department of Transportation
BOOK 2 – TECHNICAL PROVISIONS
FOR
LOOP 375 - BORDER HIGHWAY WEST EXTENSION
PROJECT
Design-Build Project

ATTACHMENT 5-6
MUNICIPAL MAINTENANCE AGREEMENT

December 20, 2013

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS § **MUNICIPAL MAINTENANCE AGREEMENT**

THIS AGREEMENT made this 21st day of March, 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 563,662, 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 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.

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.

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 & 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).

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

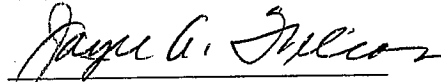
§ 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

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

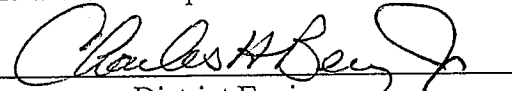
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of El Paso, the 21st day of March, 2006, and the Texas Department of Transportation, on the 29 day of April, ~~2006~~ 2008. CB jw

THE STATE OF TEXAS

CITY OF EL PASO:

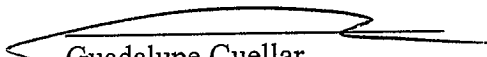

Joyce A. Wilson, City Manager

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.

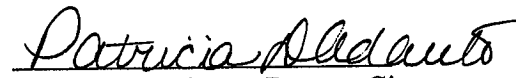
BY 
District Engineer

El Paso District

APPROVED AS TO FORM:


Guadalupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:


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

- 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

- 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.

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

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.

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*
Joyce Wilson, City Manager

Date: April 22, 2008

APPROVED AS TO CONTENT:
Patricia Adauto
Pat Adauto, Deputy City Manager
for Development & Infrastructure Services

APPROVED AS TO FORM:
Lupe Cuellar
Lupe Cuellar
Assistant City Attorney

CITY CLERK DEPT.
03 APR 15 AM 10:00

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: *Charles H. Lee Jr.*
District Engineer
Texas Department of Transportation

Date: April 29, 2008

PROPOSED JURISDICTIONAL CHANGES

Proposed New and/or Dual Designations
 375 XX YY 20 82 85

Proposed Jurisdictional Changes

- Roadways to be Removed from State Highway System, TxDOT District Proposal
- Roadways to be Removed from State Highway System, TxDOT District Proposal & City of El Paso Proposal
- Roadways to be Added to State Highway System, TxDOT District Proposal
- On System Roadways to be Maintained by TxDOT, TxDOT District Proposal
- Proposed Roadways to be Added to State System, TxDOT District & City of El Paso Proposal

El Paso District Highways

- Approved Routes Already Scheduled for Construction
- On System Roadways


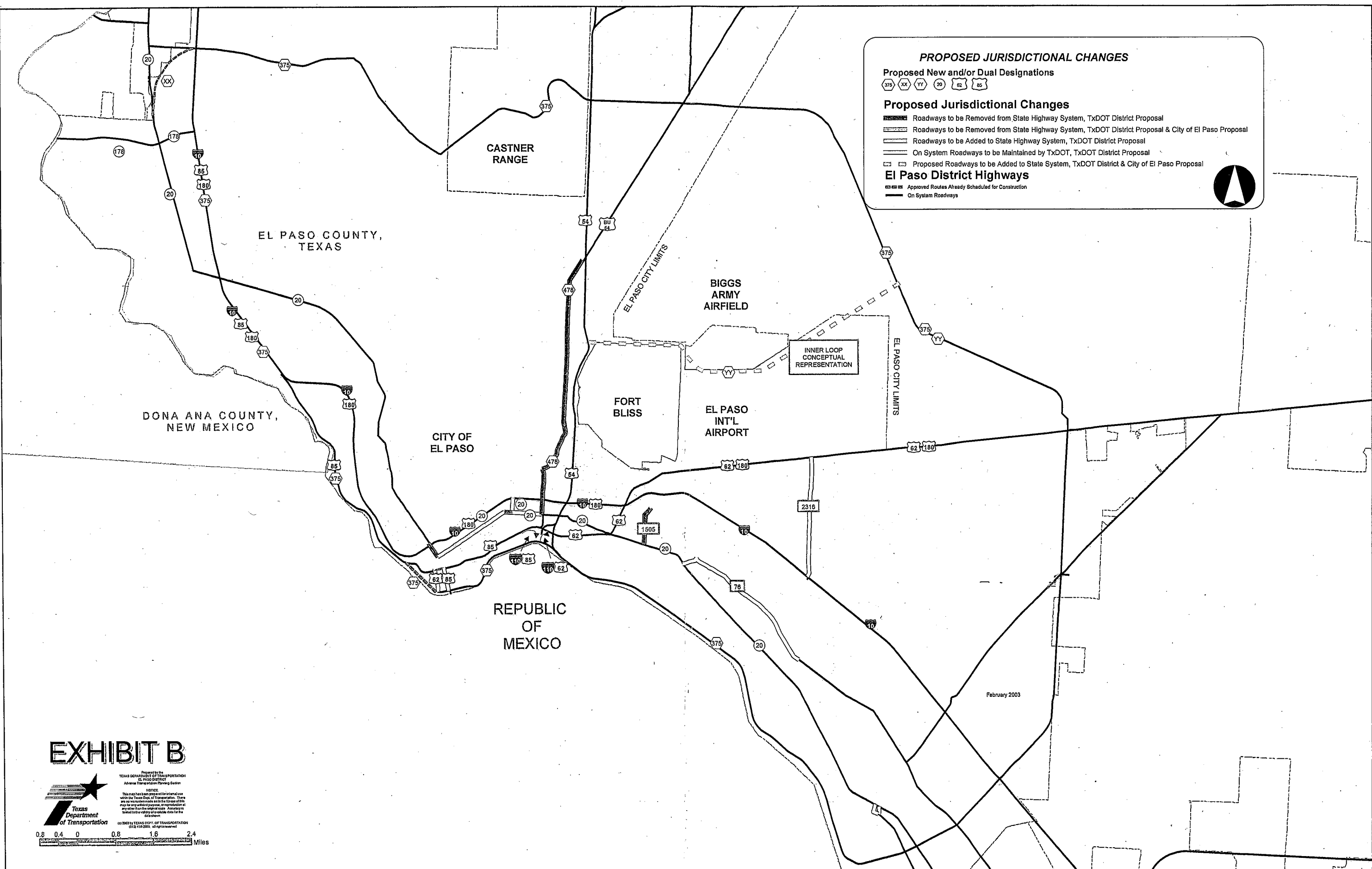




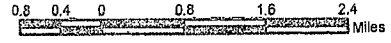
EXHIBIT B



Prepared by the
 TEXAS DEPARTMENT OF TRANSPORTATION
 EL PASO DISTRICT
 Advanced Transportation Planning System

NOTICE
 This map has been prepared for informational use only. It is not intended to be used as a legal document. There are no warranties made as to the accuracy of this map for any other purpose, representation or any other than the original scale. Any errors are solely the responsibility of the user.

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February 2003