TEXAS DEPARTMENT OF TRANSPORTATION

TECHNICAL PROVISIONS

FOR

SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-3

CITY OF BAYTOWN (HARRIS COUNTY) MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016

54 04449

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 869-4571

June 14, 1993

Contact: DJM

Municipal Maintenance Agreement
Harris County
City of Baytown

Hon. Bobby Credille
Mayor, City of Baytown
P. O. Box 424
Baytown, Texas 77522

Dear Mayor Credille:

In April of 1989 we requested a current city limits map for the City of Baytown to update the Municipal Maintenance Agreement. Due to certain circumstances, there has been a delay in the updating of these records; however, we are now ready to proceed and are requesting your help in the verification of the current city limits of Baytown with our records.

Attached are copies of maps of the City of Baytown and exhibits delineating the controlled and non-controlled access highways within your city limits. Please verify and notify this office in writing as to the correctness of the maps. If there are any discrepancies, please send a map showing the correct city limits.

We appreciate your attention to this matter, and if you require any further information, please do not hesitate to contact Liz Gerstenberger of my office at 713/802-5567.

Sincerely,

ORIGINAL SIGNED BY
DEN[illegible]LCAK, P.E.
Dennis J. Mlcak, P.E.
Director of Maintenance
District No. 12

EKG:rs EKG
Attachments
MMA1.LTR

JUN 15 1993

COPY

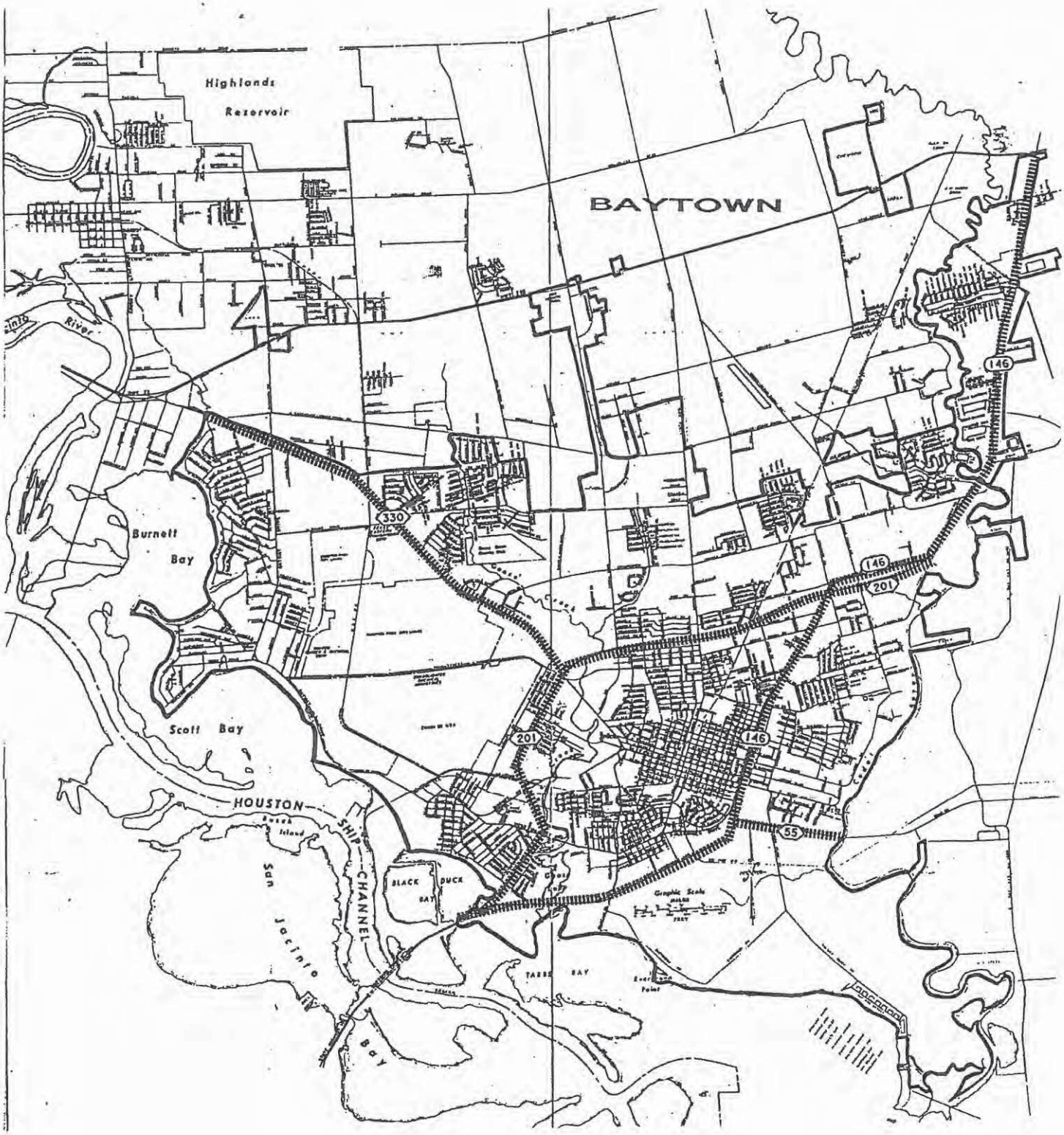
CITY OF BAYTOWN

EXHIBIT "B"

STATE CONTROLLED ACCESS HIGHWAYS

A. IH 10: West City Limit to East City Limit

Highlands
Reservoir
BAYTOWN
River
Burnett
Bay
Scott Bay
HOUSTON
SHIP
CHANNEL
San
Jacinto
Bay
BLACK
DUCK
BAY
TABBS BAY


Highlands
Reservoir
BAYTOWN
River
Burnett
Bay
Scott Bay
HOUSTON
SHIP
CHANNEL
San
Jacinto
BLACK
DUCK
BAY
TABBS
BAY
Bay
330
146
201
55

Form 1038

The attached Exhibits "A" & "B", which consist of the Roadway Listing and Map, are amendments to the Municipal Maintenance Agreement dated April 4, 1968.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Baytown on the 27th day of March, 19 81, and the State Department of Highways and Public Transportation on the 28th day of May, 1981.

ATTEST: Eileen P. Holl

CITY OF BAYTOWN

BY Ernesto Hutto

MAYOR
(Title of Signing Official)

APPROVAL RECOMMENDED:

Omer T. Poorman
District Engineer, District 12

Edward A. Adam
Engineer of Maintenance

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the Orders, established policies, or work programs heretofore approved and authorized by the State Department of Highways and Public Transportation.

BY [signature]
Chief Engineer of Safety and Maintenance Operations

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. State maintained

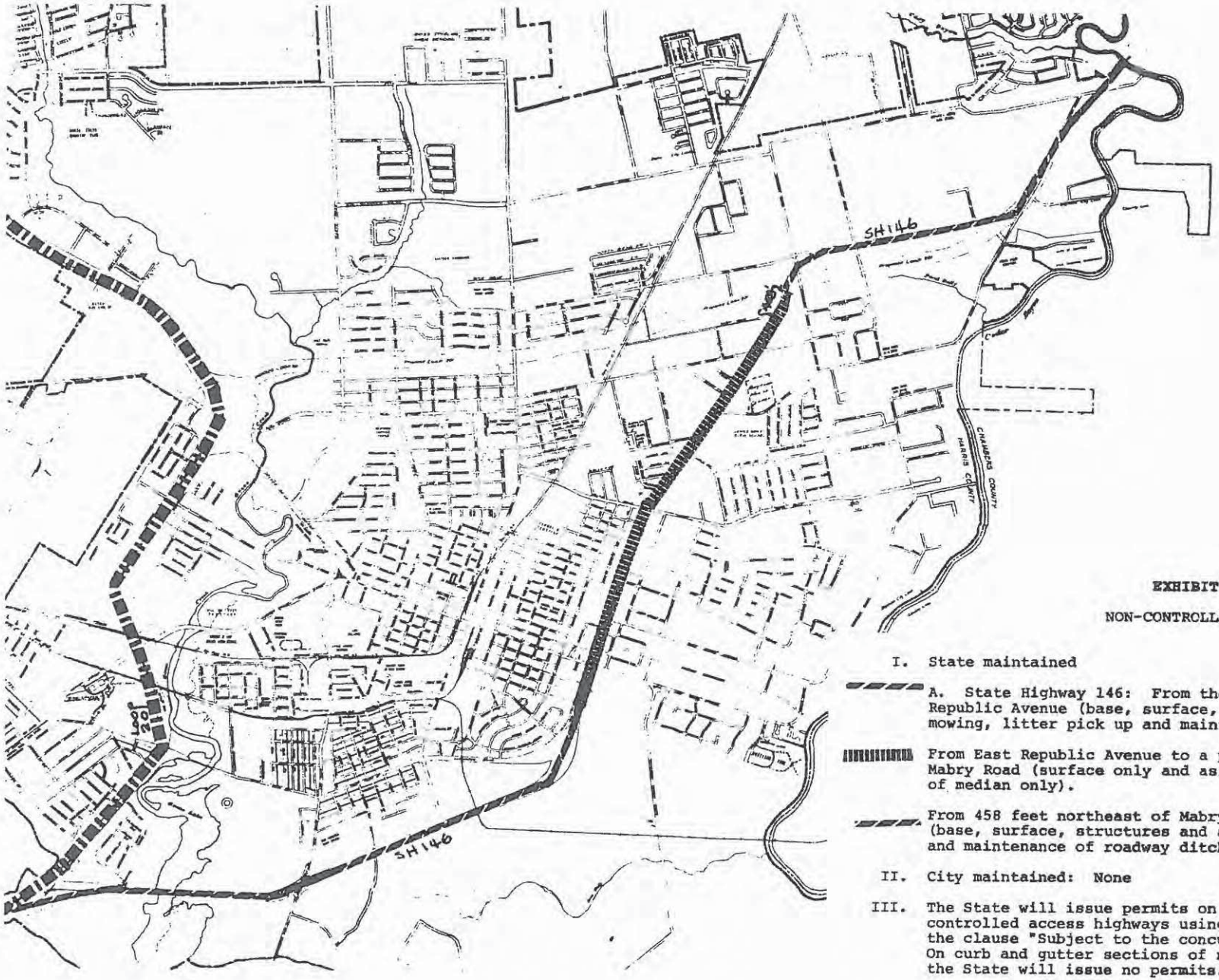
A. State Highway 146: From the southwest city limit to East Republic Avenue (base, surface, structures, and assist in mowing, litter pick up and maintenance of roadway ditches).

From East Republic Avenue to a point 458 feet northeast of Mabry Road (surface only and assist in mowing and litter pick up of median only).

From 458 feet northeast of Mabry Road to the east city limits (base, surface, structures and assist in mowing, litter pick up and maintenance of roadway ditches).

II. City maintained: None

III. The State will issue permits on rural-type sections of non-controlled access highways using the standard permit form with the clause "Subject to the concurrence of the City of Baytown." On curb and gutter sections of non-controlled access highways the State will issue no permits.



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From 458 feet northeast of Mabry Road to the east city limits (base, surface, structures and assist in mowing, litter pick up and maintenance of roadway ditches).

II. City maintained: None

III. The State will issue permits on rural-type sections of non-controlled access highways using the standard permit form with the clause "Subject to the concurrence of the City of Baytown." On curb and gutter sections of non-controlled access highways the State will issue no permits.

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. State maintained

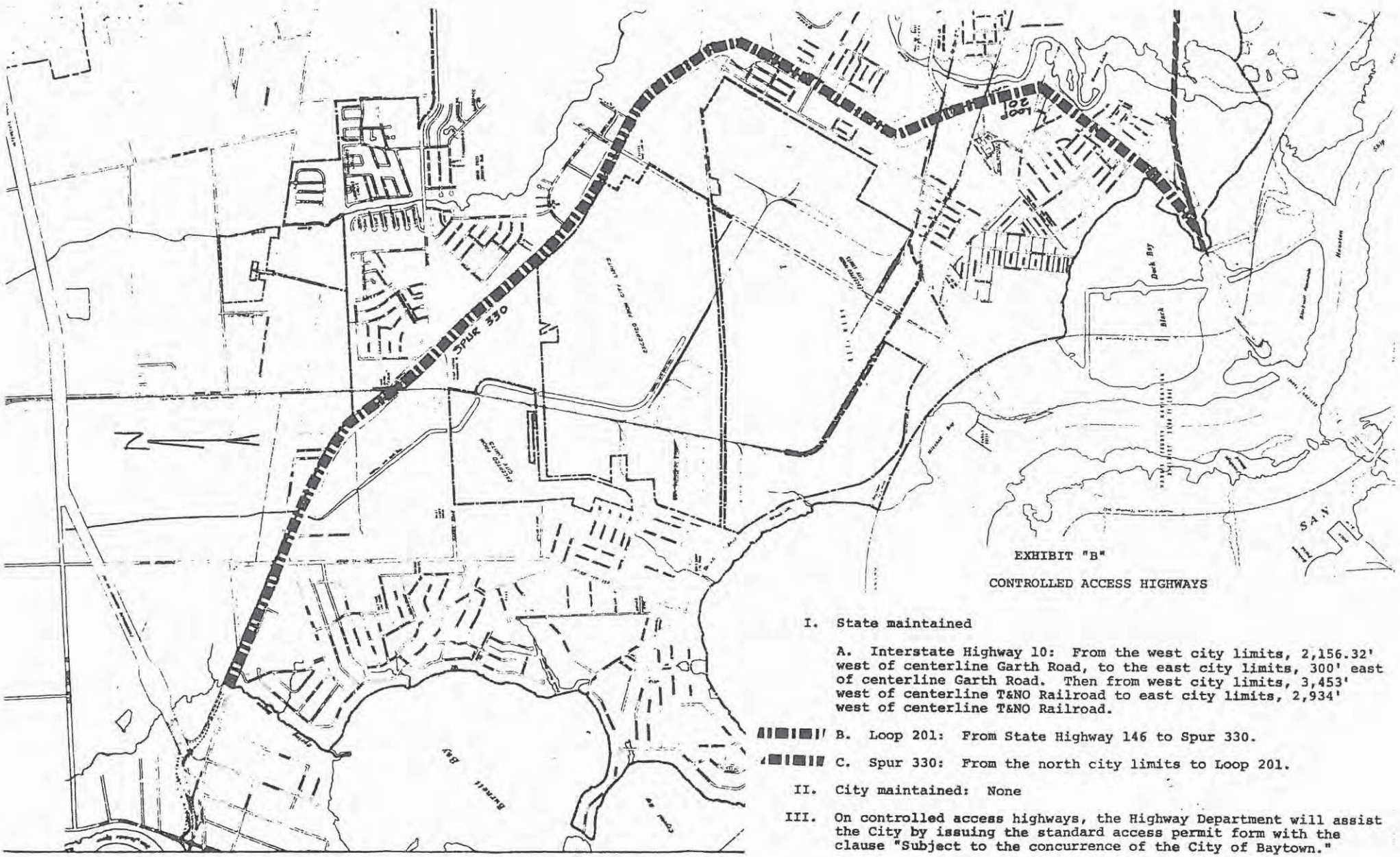
A. Interstate Highway 10: From the west city limits, 2,156.32' west of centerline Garth Road, to the east city limits, 300' east of centerline Garth Road. Then from west city limits, 3,453' west of centerline T&NO Railroad to east city limits, 2,934' west of centerline T&NO Railroad.

B. Loop 201: From State Highway 146 to Spur 330.

C. Spur 330: From the north city limits to Loop 201.

II. City maintained: None

III. On controlled access highways, the Highway Department will assist the City by issuing the standard access permit form with the clause "Subject to the concurrence of the City of Baytown."



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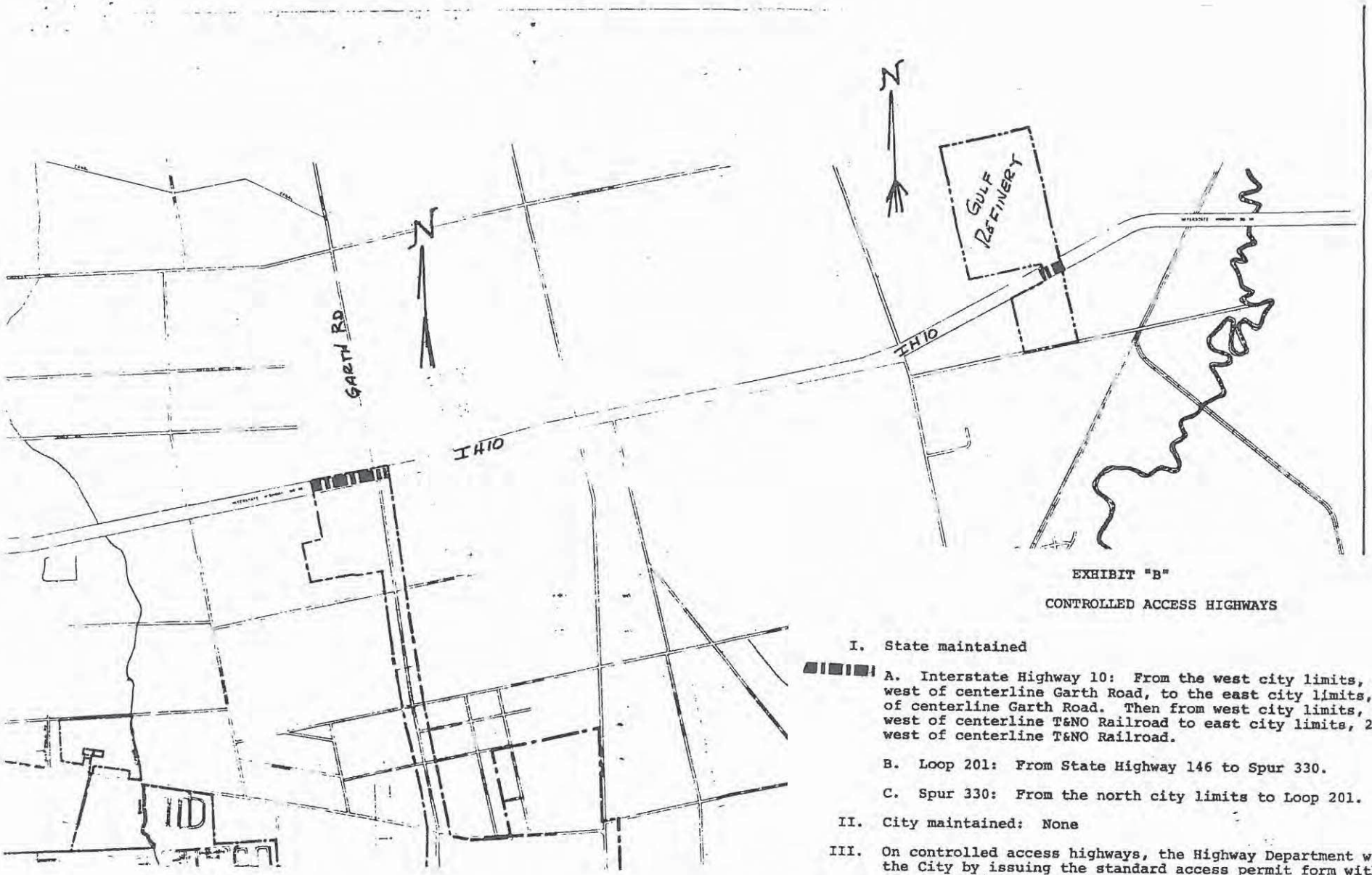

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II. City maintained: None

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Form No. 1037
Resolution
Feb. '61

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED April 4, 1968, BETWEEN THE STATE OF TEXAS AND THE CITY OF Baytown, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF Baytown; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

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

SECTION 1. That the certain agreement dated April 4, 1968 between the State of Texas and the City of Baytown for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Baytown be, and the same is, hereby approved; and that _____ is hereby authorized to execute said agreement on behalf of the City of Baytown and to transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____

_____
Mayor

ATTEST:

_____
Secretary

City

Clerk

APPROVED AS TO FORM:

_____
City Attorney

Form 1038
(Revised 7-1-67)

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 4 day of April, 1968, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Baytown, Harris County, Texas (population 28,159, 1960 Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such city; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision, and regulation of State Highway routes 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:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual convenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:

   A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.

   B. All State Highway routes or portions thereof which have been designated by the Texas Highway Commission 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. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the City to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.

3. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

GENERAL CONDITIONS

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.

2. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.

3. Traffic regulations including speed limits, will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.

4. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installation specifically covered by separate agreements between the City and State.

5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.

6. The City shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed in Vernon's Penal Code 827a for public highways outside coporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance 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 street and/or for traffic safety.

7. The City shall prevent future encroachments within the right of way of the highway routes 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 agreement with the State.

8. The City agrees that traffic control devices, such as stop and slow signs, traffic signal lights and other types of devices for traffic control, in respect to type of device, points of installation, and necessity will be fixed by agree-

ment with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of 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 utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that future traffic signal lights installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.

9. The City agrees to continue its responsibility for proper construction, maintenance and control of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Highway Department or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Highway Department.

10. It is understood that the use of unused right of way and areas beneath structures for parking, will be the responsibility of the City as determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.

2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".

4. Assist in snow and ice control as availability of labor and equipment will allow.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.

2. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.

3. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

Form 1038
(Revised 7-1-67)

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. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled 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 separation structures or roadways.

5. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.

6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

1. Restrict parking on frontage roads to parallel parking on one side only and 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 and taking other appropriate action in addition to full compliance with current laws on parking.

2. Pass and enforce an ordinance 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 practicable.

4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Form 1038
(Revised 7-1-67)

Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Baytown on the 4 day of April 19 68, and the Highway Department on the 15th day of April 19 68.

ATTEST:

Edna Chair
City Secretary

CITY OF Baytown

BY Seaborn Crawley
Mayor
(Title of Signing Official)

STATE OF TEXAS

APPROVAL RECOMMENDED:

District Engineer, District 12

Engineer of Maintenance

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission.

By:
Chief Engineer of Maintenance Operations

AUTHORITY FOR EXECUTION IS ACCOMPLISHED UNDER MINUTE ORDER NO. 60394

Note: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. STATE HIGHWAY 146: From the southwest city limit to East Republic Avenue (Assist in mowing, litter pick-up, and maintenance of roadway ditches)

From East Republic Avenue to a point 458 feet northeast of Mabry Road (Assist in mowing and litter pick-up of median only)

From 458 feet northeast of Mabry to the east city limit (Assist in mowing, litter pick-up, and maintenance of roadway ditches)

B. LOOP 201: From State Highway 146 to West Main (Assist in mowing, litter pick-up, and maintenance of roadway ditches)

II. CITY MAINTAINED: None

III. The State will handle access driveway permits in areas where assisting in maintenance of roadway ditches

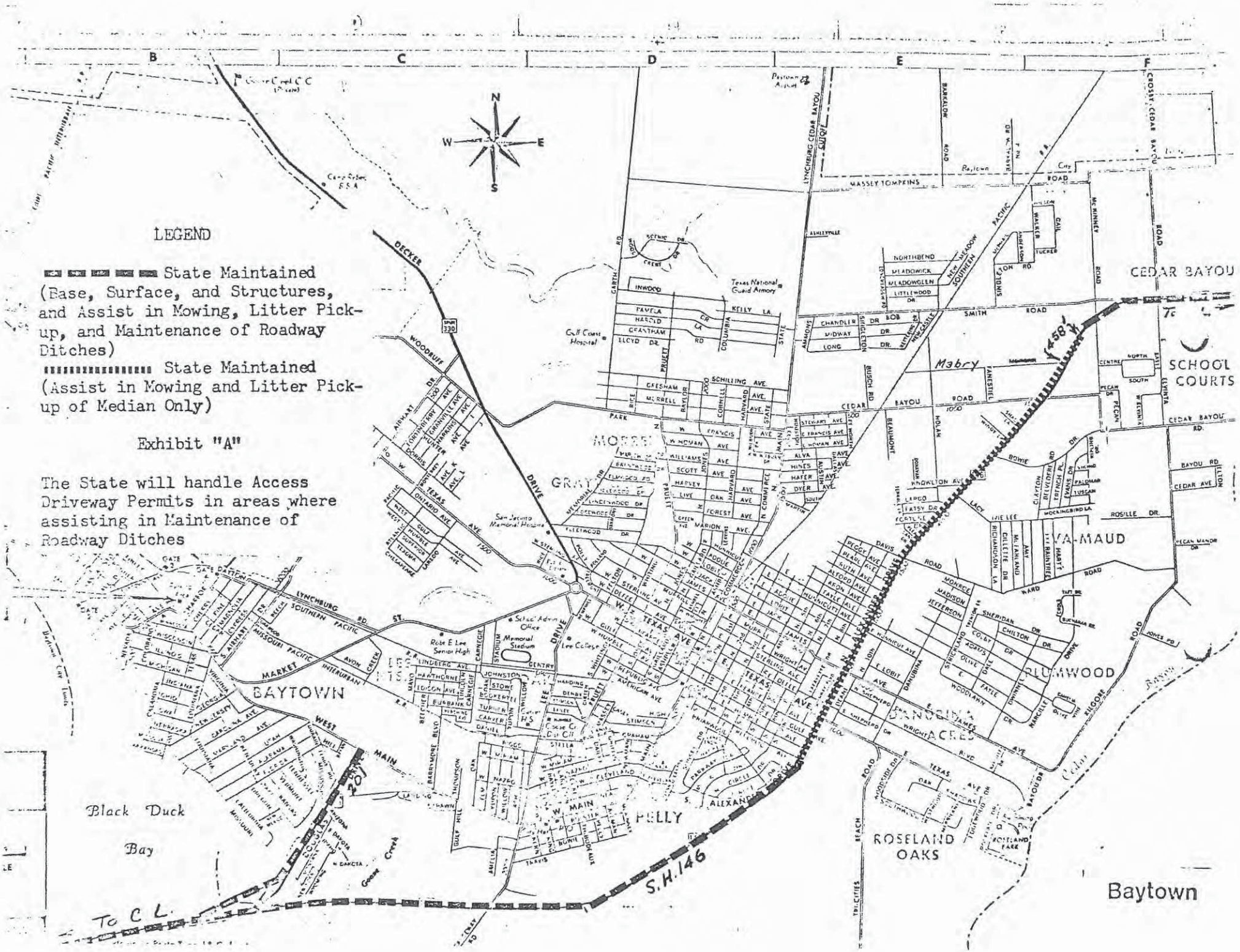
EXHIBIT "B"

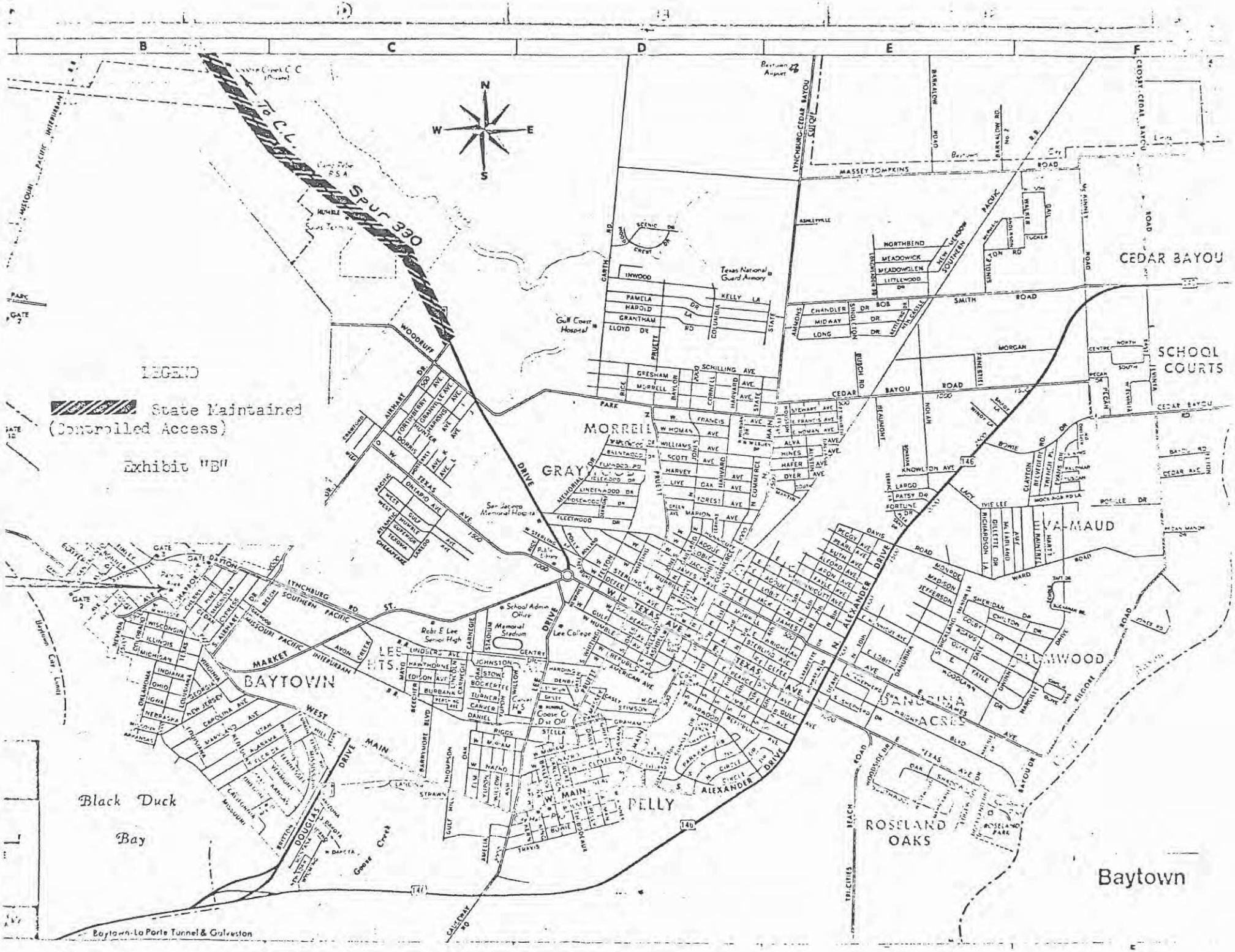
CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. SPUR 330: From the north city limit to Airhart Drive

II. CITY MAINTAINED: None


LEGEND
State Maintained (Base, Surface, and Structures, and Assist in Mowing, Litter Pick-up, and Maintenance of Roadway Ditches)
State Maintained (Assist in Mowing and Litter Pick-up of Median Only)
Exhibit "A"
The State will handle Access Driveway Permits in areas where assisting in Maintenance of Roadway Ditches
CEDAR BAYOU
SCHOOL COURTS
VA-MAUD
PLUMWOOD
DANUBIA ACRES
ROSELAND OAKS
BAYTOWN
PELLY
MORRIS
GRAY
Black Duck Bay
To C.L.
S.H.146
Baytown


LEGEND
State Maintained
(Controlled Access)
Exhibit "B"
To C.L. Spur 330
CEDAR BAYOU
SCHOOL COURTS
MORRELL
GRAYWOOD
BAYTOWN
LEE HTS.
PELLY
ROSELAND OAKS
DANCIGNA ACRES
PLUMWOOD
VA-MAUD
Black Duck Bay
Baytown
Baytown-La Porte Tunnel & Galveston
Texas National Guard Armory
Gulf Coast Hospital
San Jacinto Memorial Hospital
Lee College
Memorial Stadium
Robt E Lee Senior High
School Admin Office
Goose Creek
Baytown Airport
MASSEY TOMPKINS ROAD
SMITH ROAD
CEDAR BAYOU ROAD
LYNCHBURG-CEDAR BAYOU CUTOFF
LYNCHBURG RD
SOUTHERN PACIFIC
MARKET
INTERURBAN
WEST MAIN
W. TEXAS AVE
E. TEXAS AVE
N. ALEXANDER DRIVE
S. ALEXANDER DRIVE
DOUGLAS DRIVE
WOODRUFF DRIVE
MISSOURI PACIFIC INTERURBAN
CROSBY-CEDAR BAYOU ROAD
BAYOU DR
KILGORE ROAD
TRI-CITIES BEACH ROAD
CALIFORNIA RD
146

STATE OF TEXAS ()

COUNTY OF HARRIS ()

I, EDNA OLIVER, the duly appointed and acting City Clerk of the City of Baytown, Harris County, Texas, do hereby certify that this is a true copy of a resolution unanimously adopted by the City Council at its regular meeting on May 23rd, 1968.

WITNESS my hand and seal of the city this the 27th day of May, 1968.

Edna Oliver

Edna Oliver, City Clerk

RESOLUTION NO. 208

A RESOLUTION APPROVING THE AGREEMENT DATED APRIL 4, 1968, BETWEEN THE STATE OF TEXAS AND THE CITY OF BAYTOWN, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

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

Section 1: That the certain agreement dated April 4, 1968 between the State of Texas and the City of Baytown, Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Baytown, Texas be, and the same is, hereby approved; and that the Mayor is hereby authorized to execute said agreement on behalf of the City of Baytown, Texas and to transmit the same to the State of Texas for appropriate action.

INTRODUCED, READ and PASSED by a majority of the City Council of the City of Baytown on this the 23rd day of May, 1968.

/s/ Seaborn Cravey
Seaborn Cravey, Mayor

ATTEST:

/s/ Edna Oliver
Edna Oliver, City Clerk

APPROVED AS TO FORM:

/s/ Wm. R. Laughlin
William R. Laughlin, City Attorney