Texas Department of Transportation

BOOK 2 – TECHNICAL PROVISIONS

FOR

US 181 HARBOR BRIDGE PROJECT

DESIGN-BUILD PROJECT

ATTACHMENT 5-1
TEXAS DEPARTMENT OF TRANSPORTATION MUNICIPAL MAINTENANCE AGREEMENT

2012-110

Form 1038
(Rev. 12/08)
Page 1 of 6

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 10th day of April, 2012, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Corpus Christi (population 305,215, 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.

2012-110
Res029442
4/10/12

TxDOT

INDEXED

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 Corpus Christi, 10th day of, 2012, and the Texas Department of Transportation, on the 26th day of April, 2012.

ATTEST:
Mary Agnes, Asst. City Secretary
CITY OF Corpus Christi
BY
(Title of Signing Official)

Res 029442 AUTHORIZED
BY COUNCIL 4/10/12
AC
SECRETARY

THE STATE OF TEXAS

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 PE 4-26-12
District Engineer
Corpus Christi 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.

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.

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 and the State of Texas, acting by and through its Department of Transportation ("State" or "TxDOT"), agree that the State will enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State has made it known to the City that it will, with its own forces and equipment and at its sole expense enter upon and maintain said project, conditioned upon the provisions concerning responsibilities for maintenance, control, supervision, and regulation which are set out in the document titled "Municipal Maintenance Agreement" or "MMA"; and

WHEREAS, said project consists of those state highways and/or portions thereof which are described in the MMA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

Section 1. The City Manager or designee is authorized to execute the 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.

ATTEST:

Armando Chapa
City Secretary

THE CITY OF CORPUS CHRISTI

Joe Adame
Mayor

APPROVED AS TO FORM: 14-Mar-12

Veronica Ocanas
Assistant City Attorney
for City Attorney

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029442

INDEXED

Corpus Christi, Texas

10th of April, 2012

The above resolution was passed by the following vote:

Joe Adame	aye
Chris N. Adler	absent
Kelley Allen	aye
Larry Elizondo, Sr.	aye
Priscilla G. Leal	aye
David Loeb	aye
John E. Marez	aye
Nelda Martinez	aye
Mark Scott	aye

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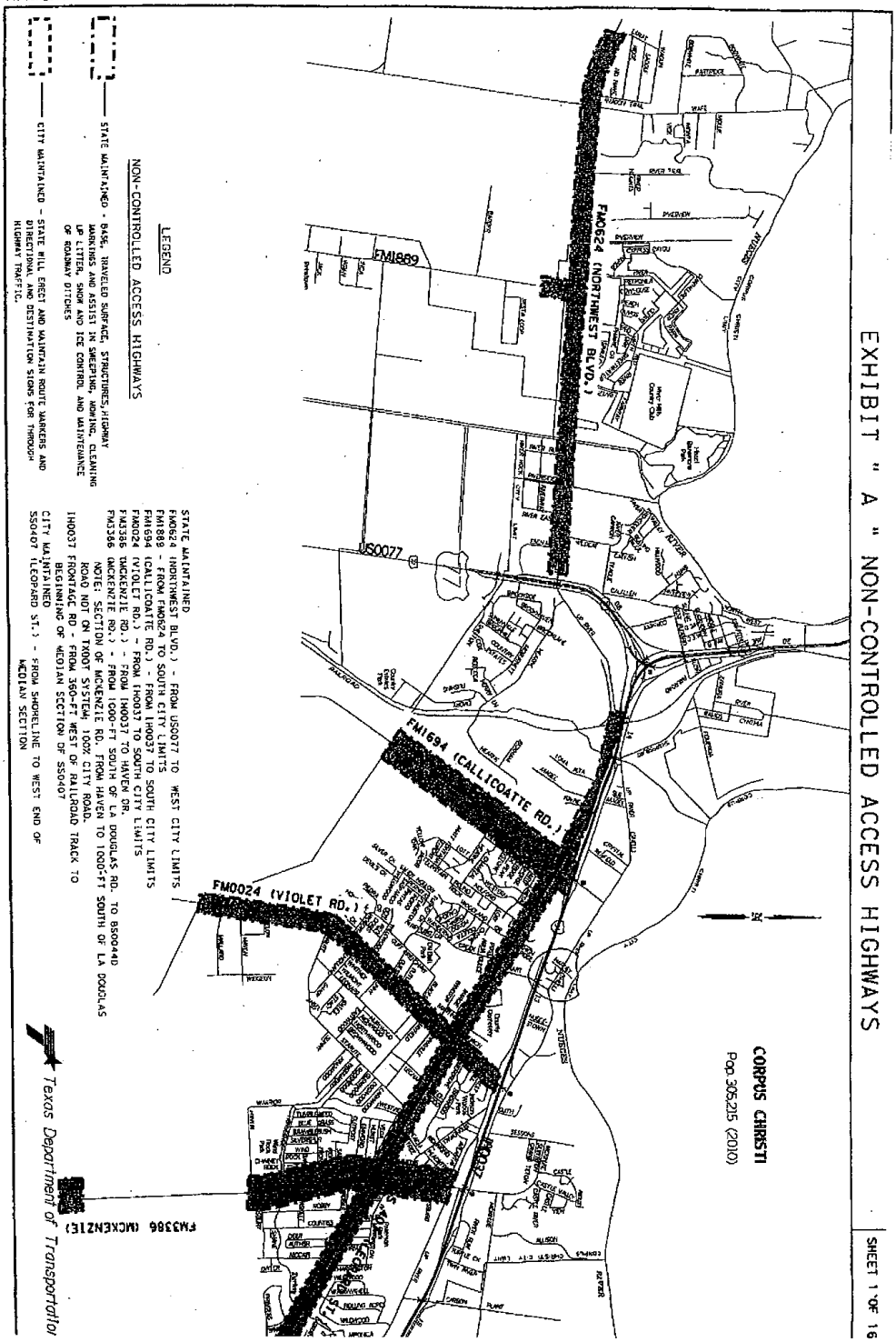

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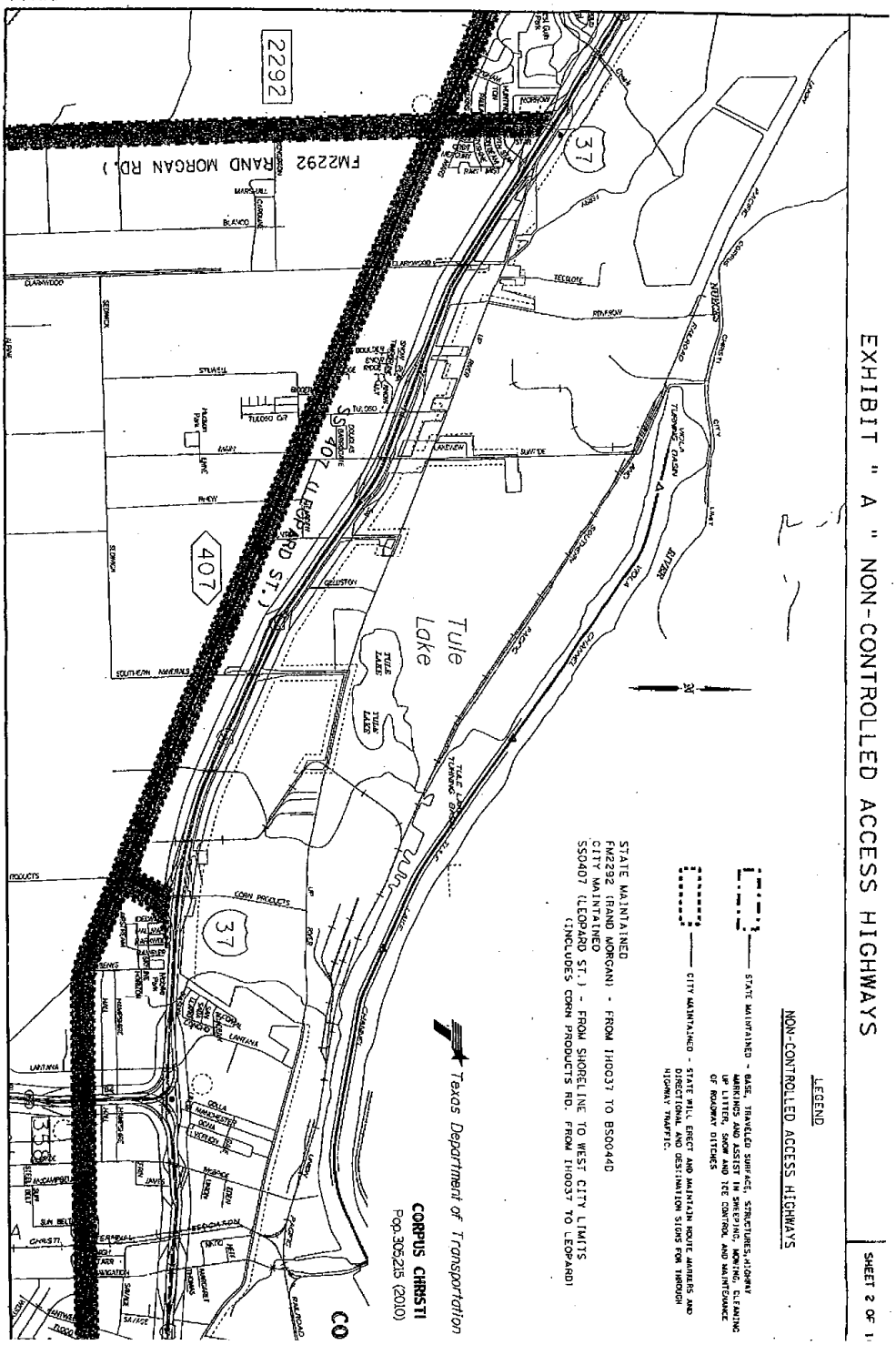

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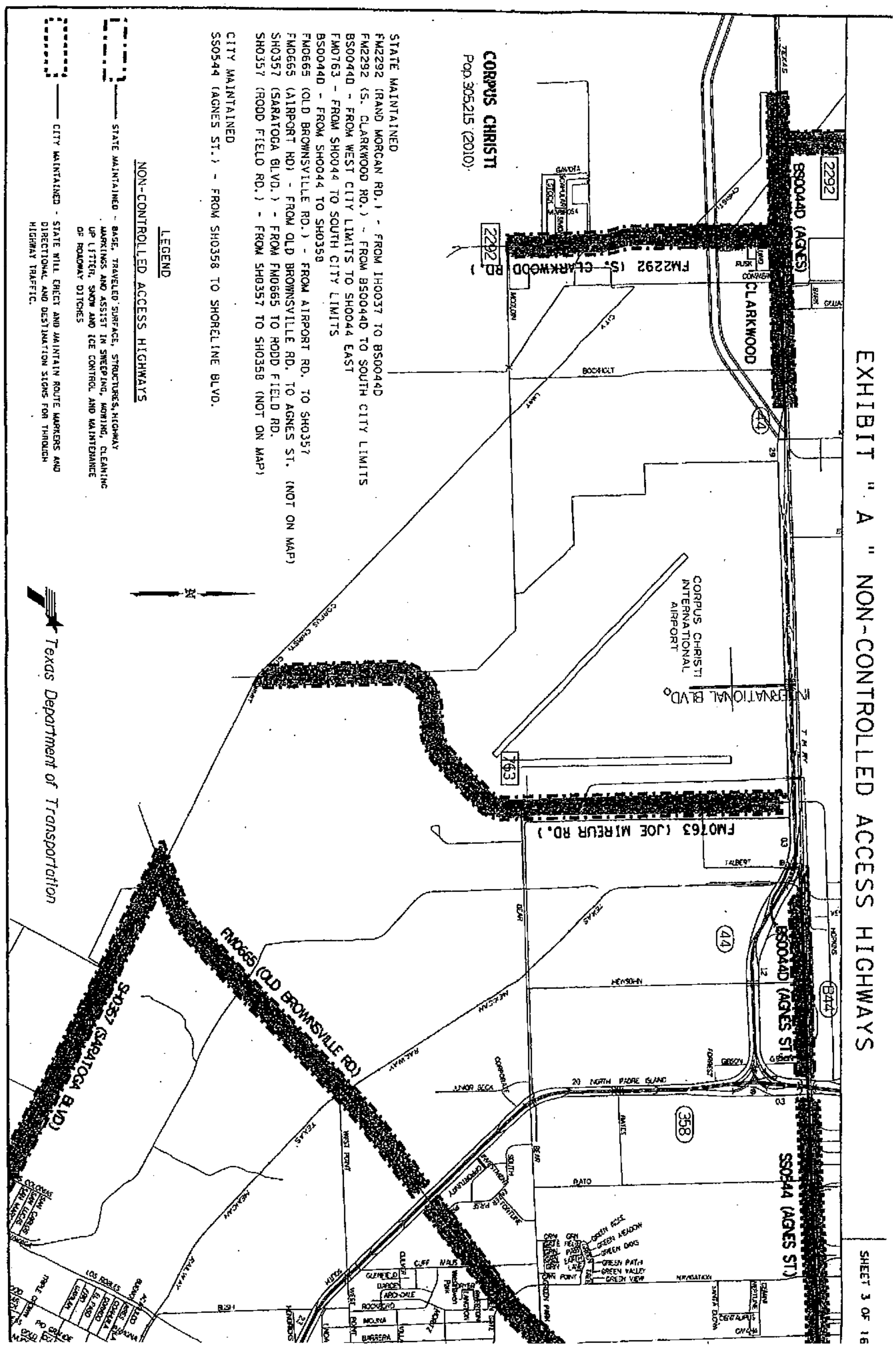

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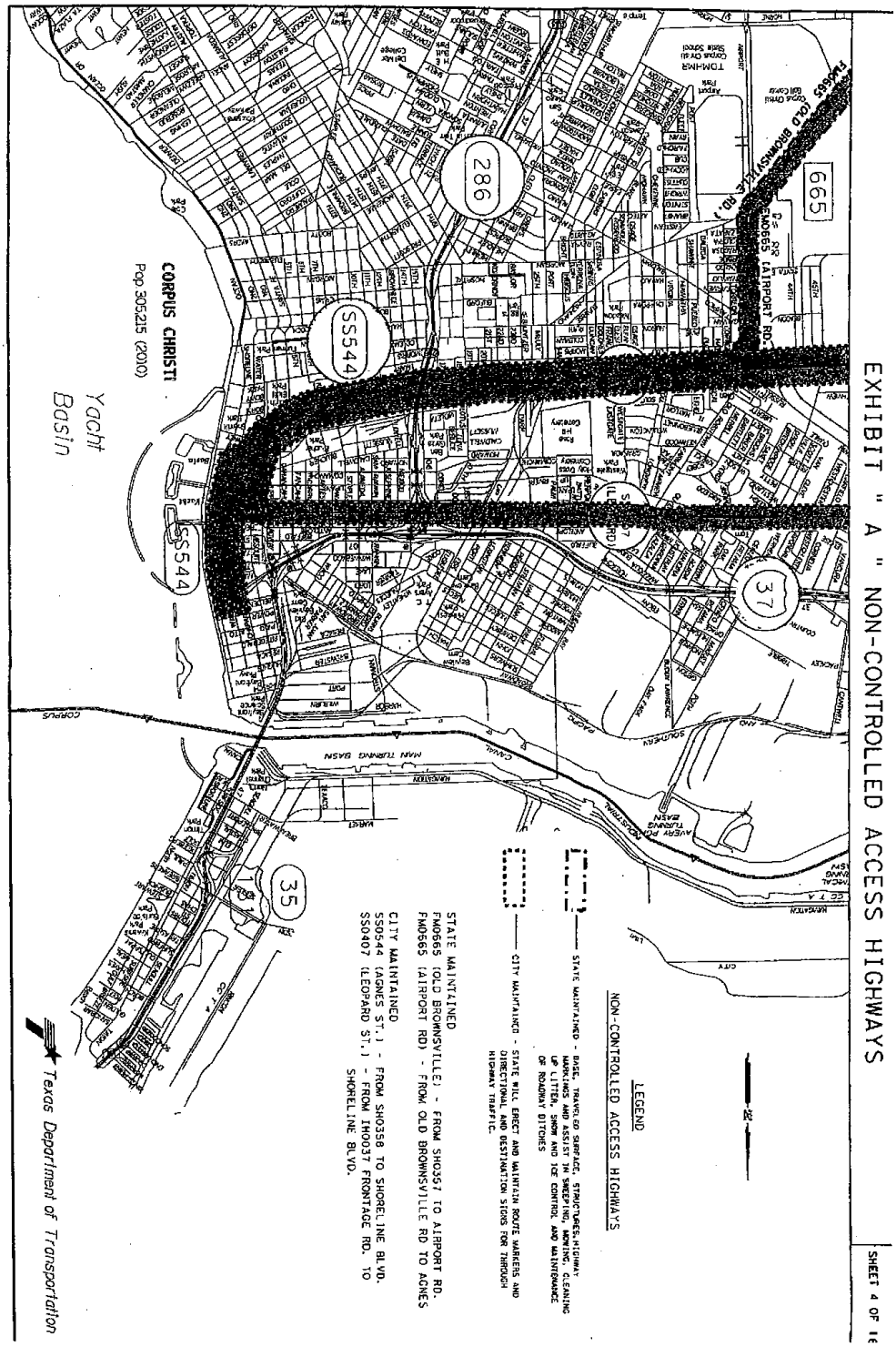

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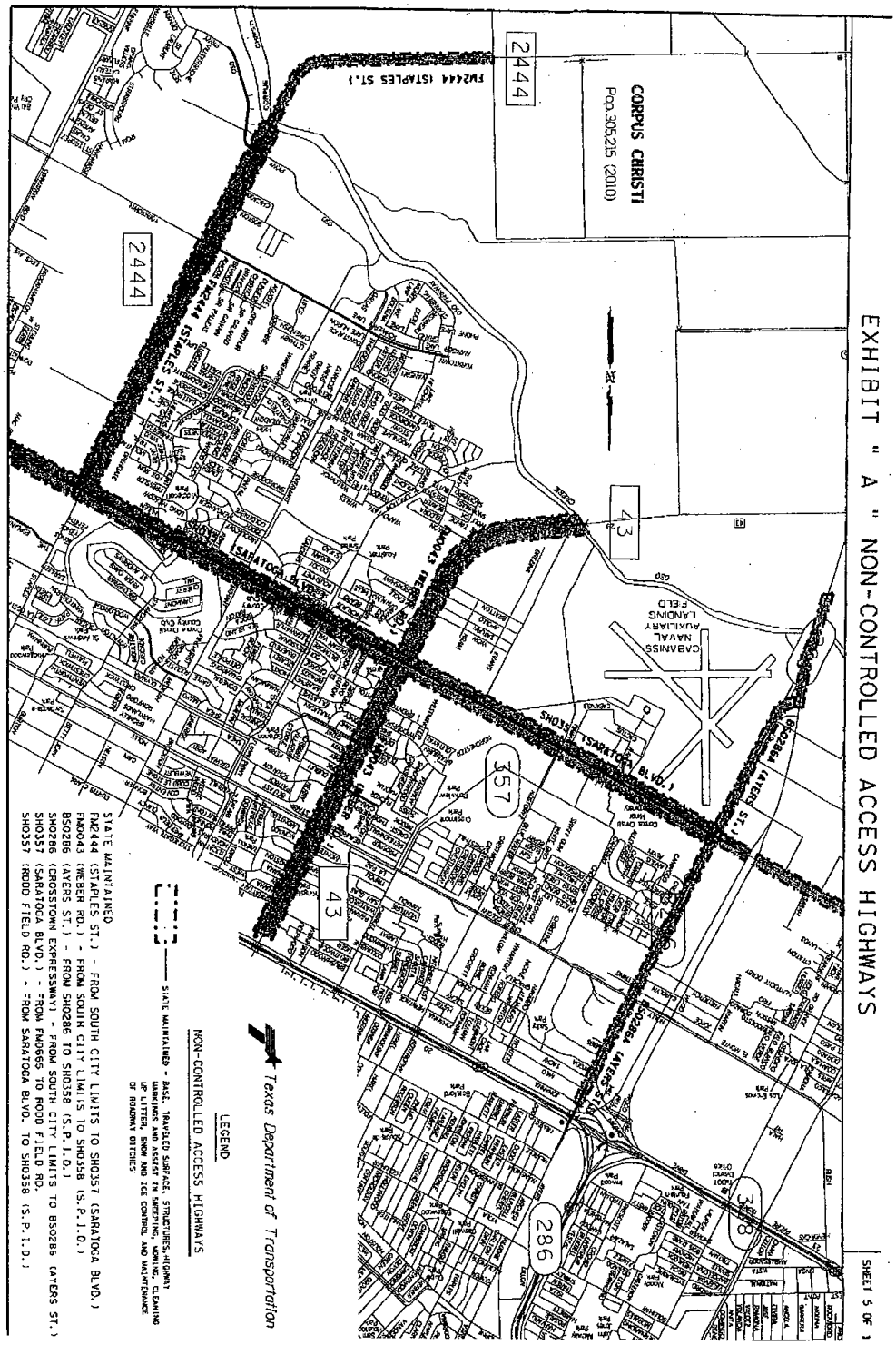

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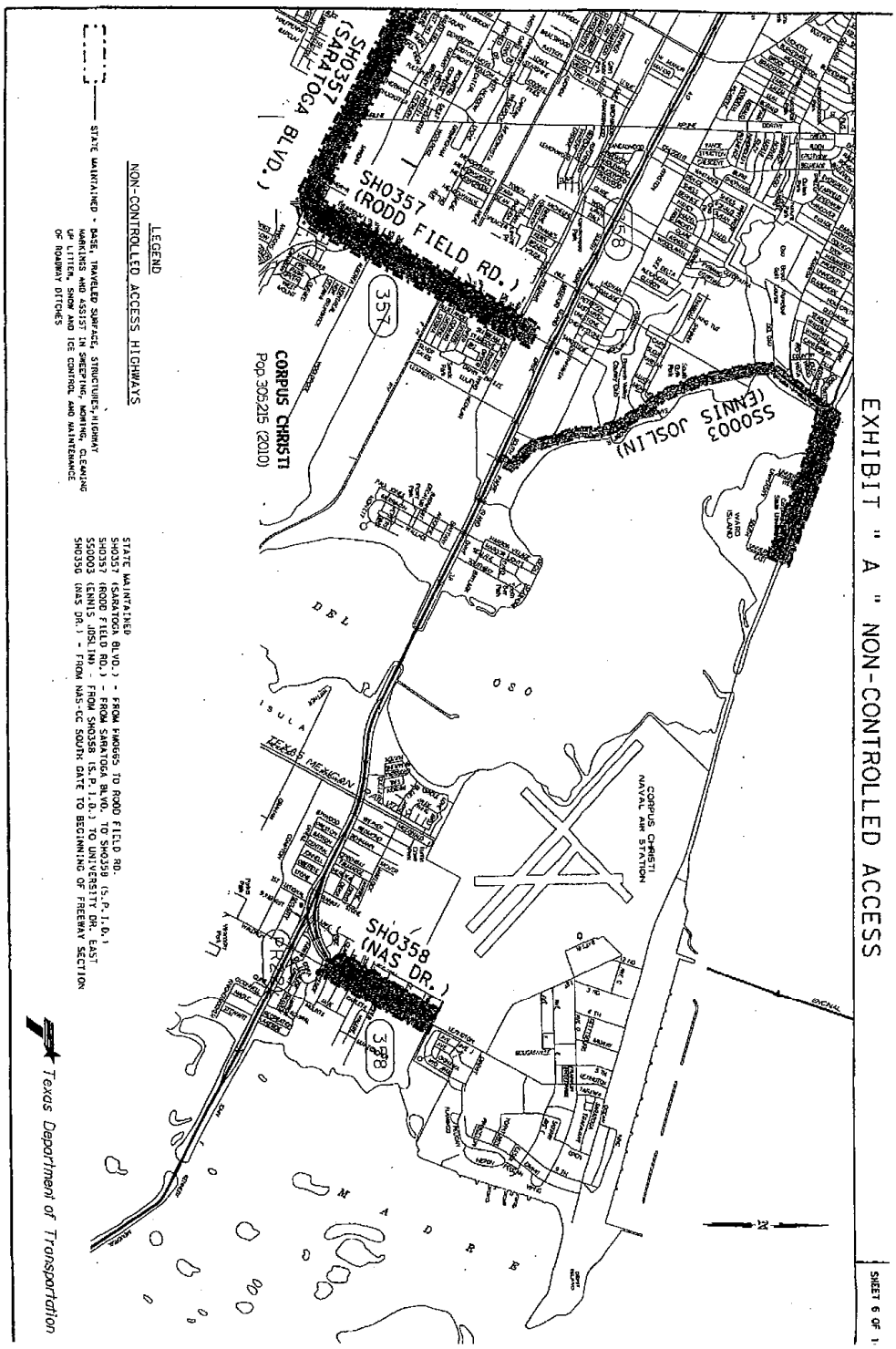


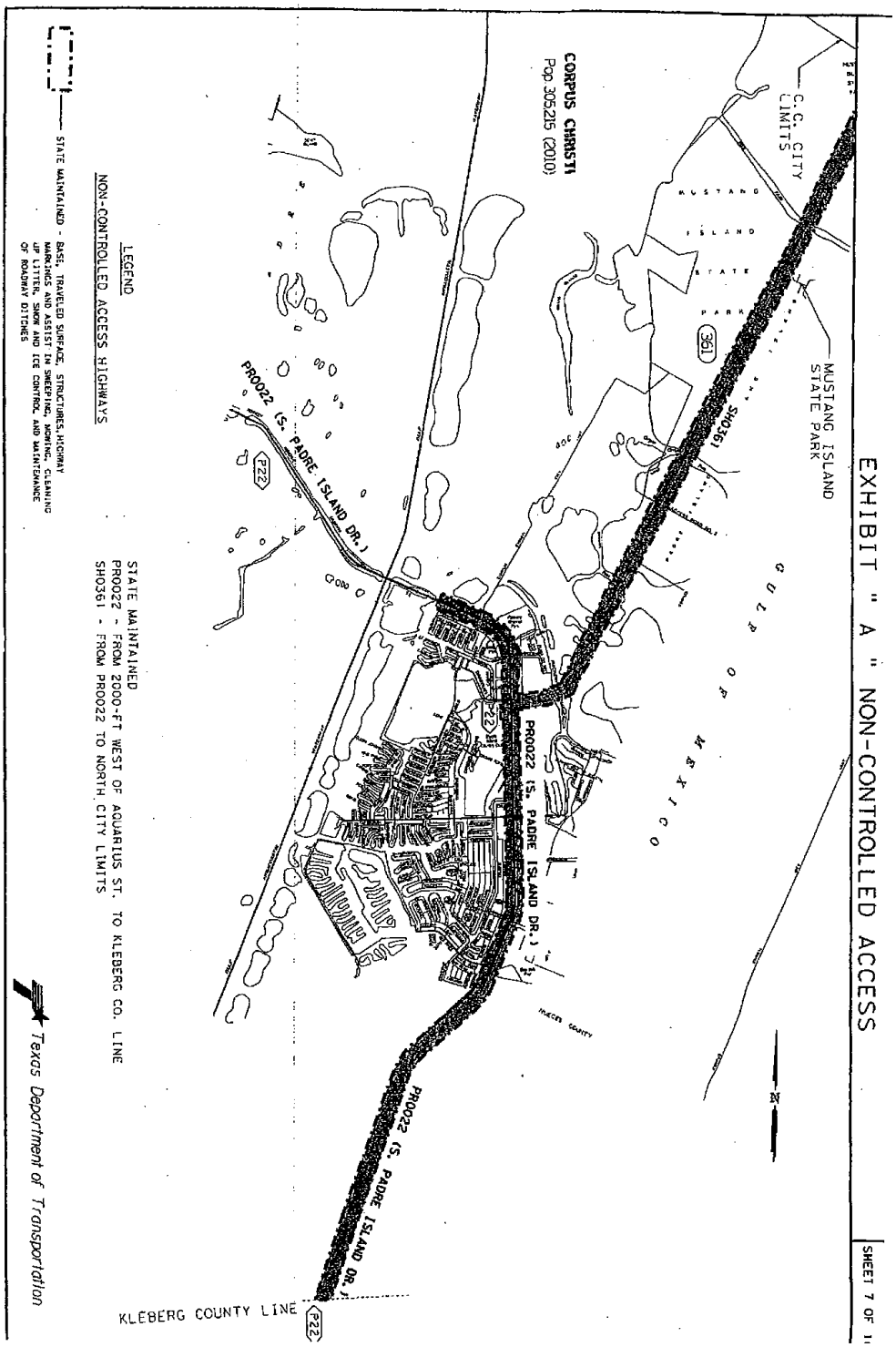


EXHIBIT " A " NON-CONTROLLED ACCESS
SHEET 7 OF 11
C.C. CITY LIMITS
MUSTANG ISLAND STATE PARK
MUSTANG ISLAND STATE PARK
361
SH0361
CORPUS CHRISTI
Pop 305215 (2010)
GULF OF MEXICO
N
PR0022 (S. PADRE ISLAND DR.)
P22
PR0022 (S. PADRE ISLAND DR.)
P22
PR0022 (S. PADRE ISLAND DR.)
KLEBERG COUNTY LINE
P22
LEGEND
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
STATE MAINTAINED
PR0022 - FROM 2000-FT WEST OF AQUARIUS ST. TO KLEBERG CO. LINE
SH0361 - FROM PR0022 TO NORTH CITY LIMITS
Texas Department of Transportation

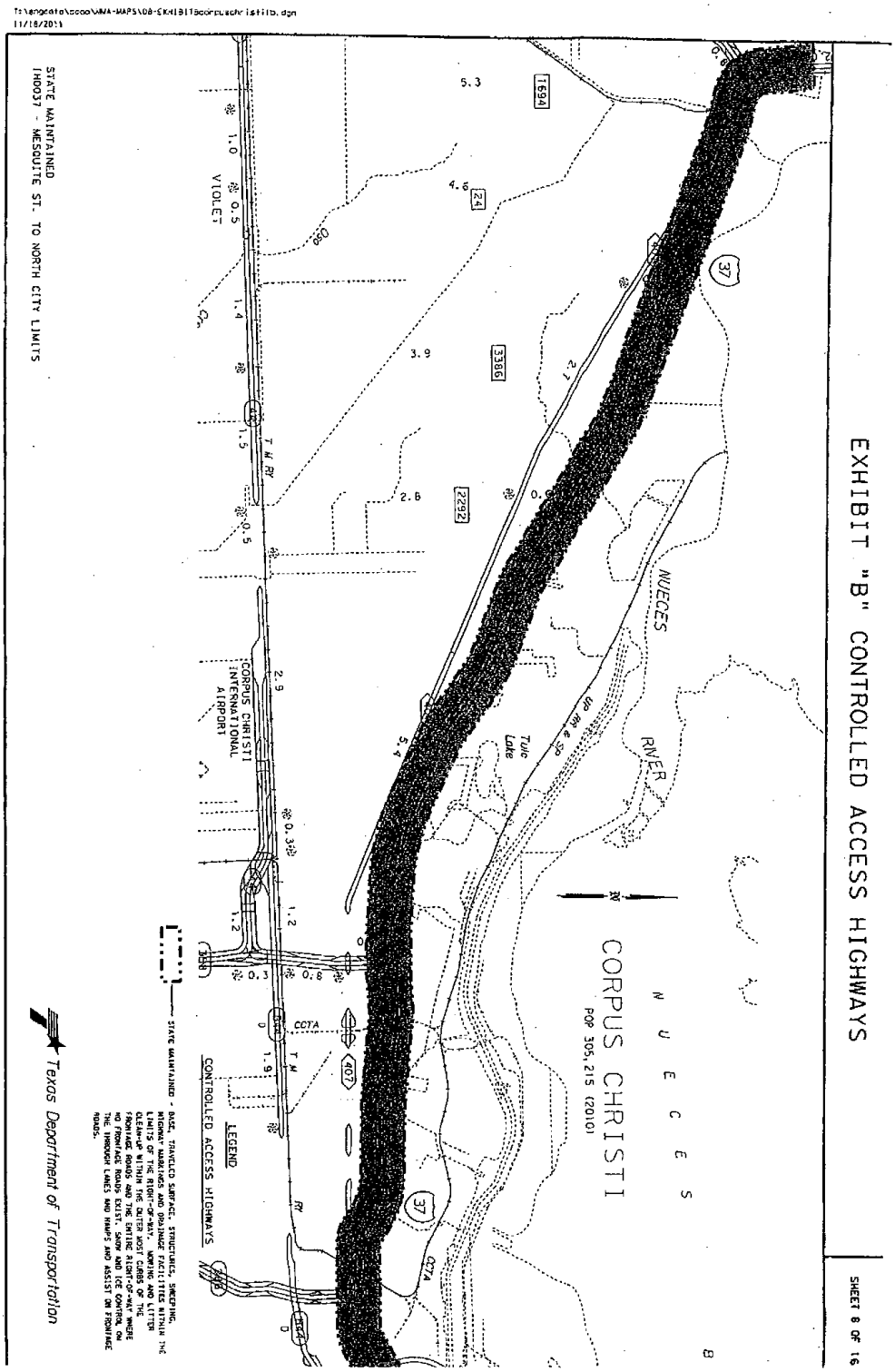
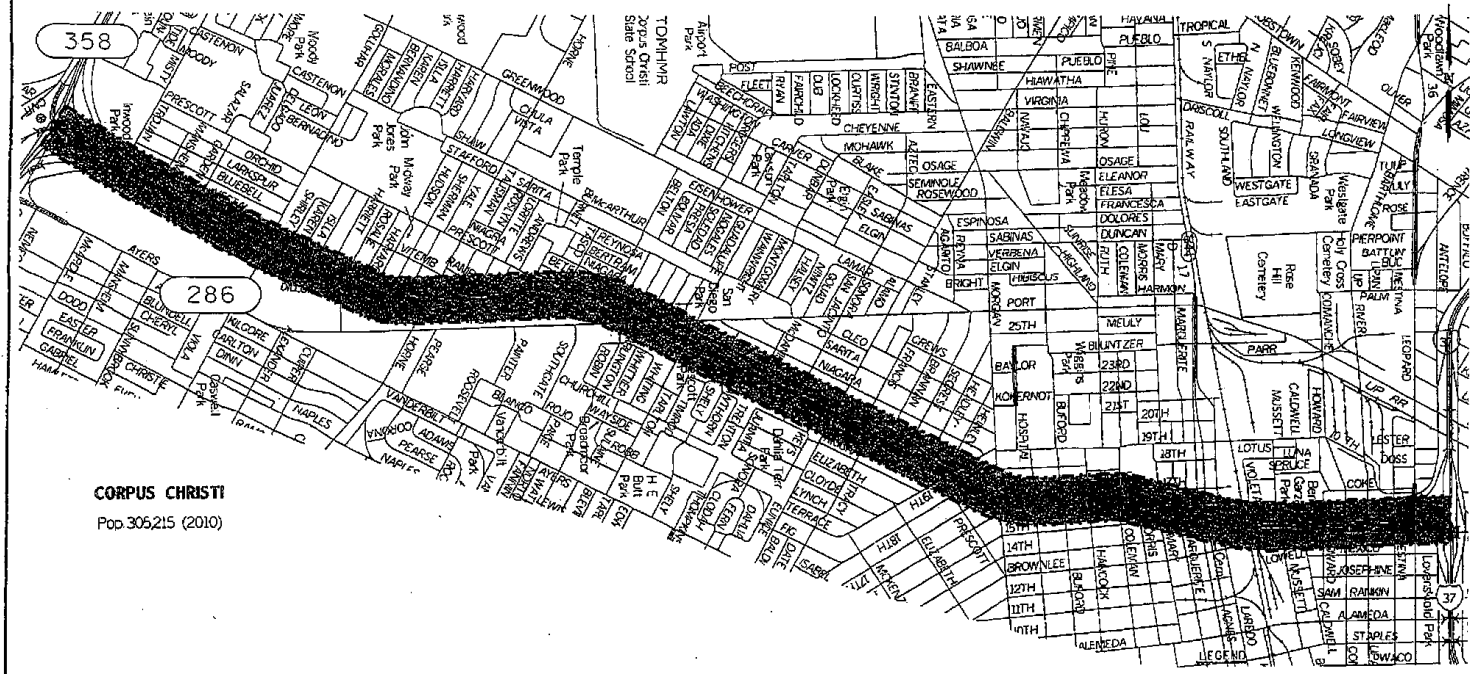


EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS
SHEET 8 OF 16
CORPUS CHRISTI
POP 305,215 (2010)
NUECES
RIVER
Tule Lake
CORPUS CHRISTI INTERNATIONAL AIRPORT
VIOLET
STATE MAINTAINED
IH0037 - MESQUITE ST. TO NORTH CITY LIMITS
LEGEND
CONTROLLED ACCESS HIGHWAYS
Texas Department of Transportation

EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS

SHEET 9 OF 1



STATE MAINTAINED
SH0286 (CROSSTOWN EXPRESSWAY) FROM IH0037 TO BS0286 (AYERS ST.)

CONTROLLED ACCESS HIGHWAYS

STATE MAINTAINED - 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 RAMPS AND ASSIST ON FRONTAGE ROADS.

Texas Department of Transportation

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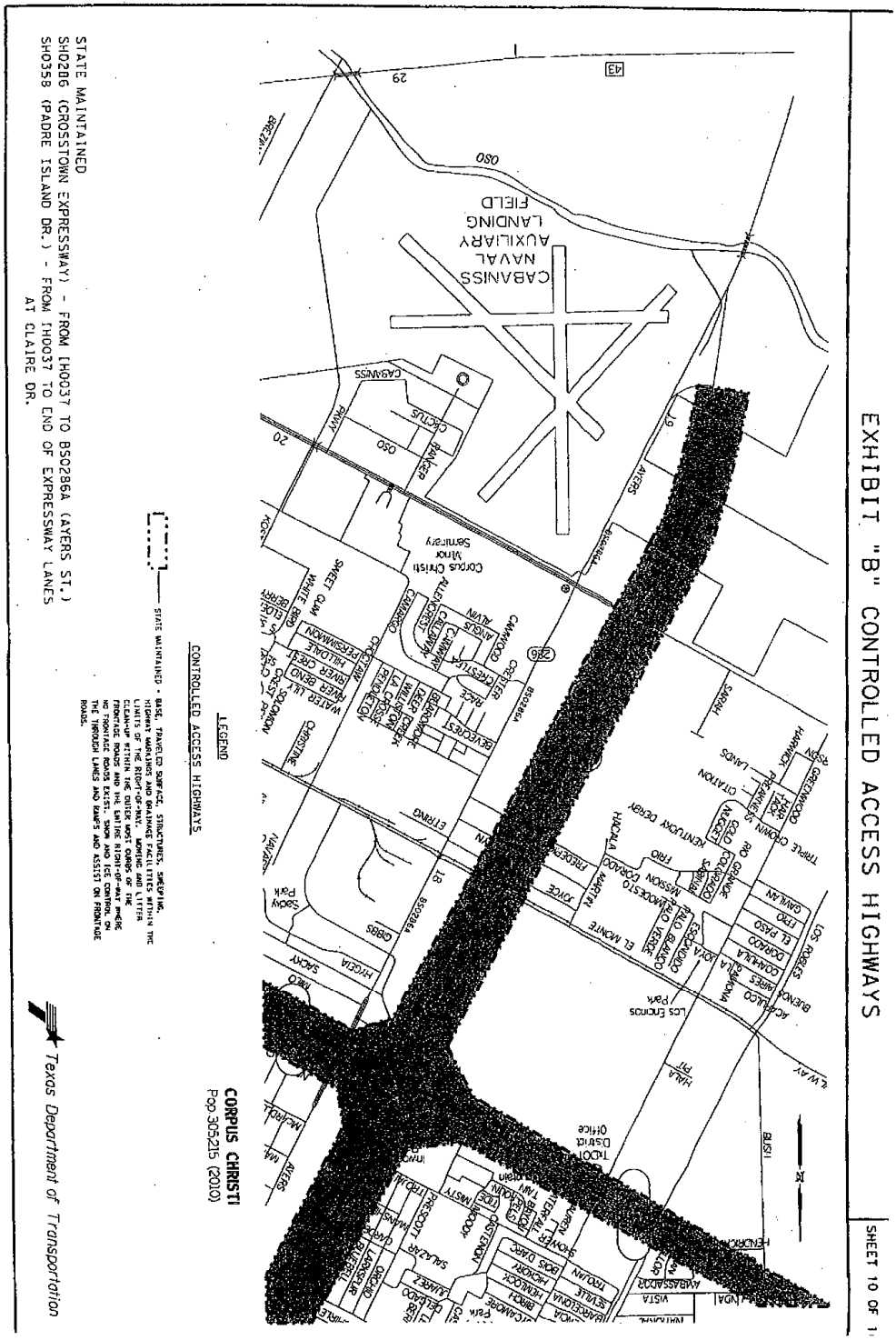

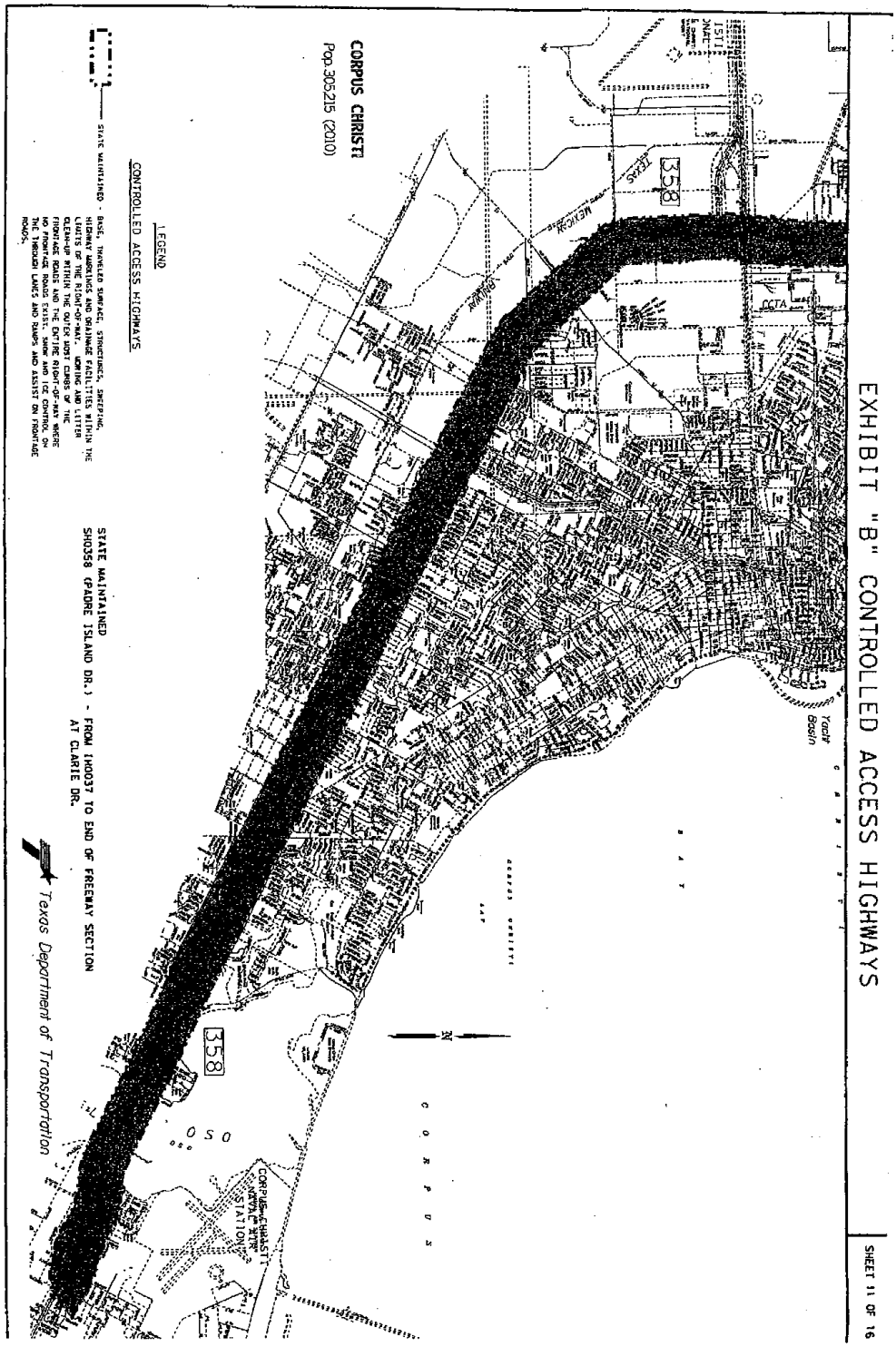
EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS
SHEET 11 OF 16
CORPUS CHRISTI
Pop. 305,215 (2010)
LEGEND
CONTROLLED ACCESS HIGHWAYS
STATE MAINTAINED
SH0358 (PADRE ISLAND DR.) - FROM IH0037 TO END OF FREEWAY SECTION AT CLARIE DR.
Texas Department of Transportation
358
CCTA
Yacht Basin
CORPUS CHRISTI NAVAL AIR STATION

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11/18/2011

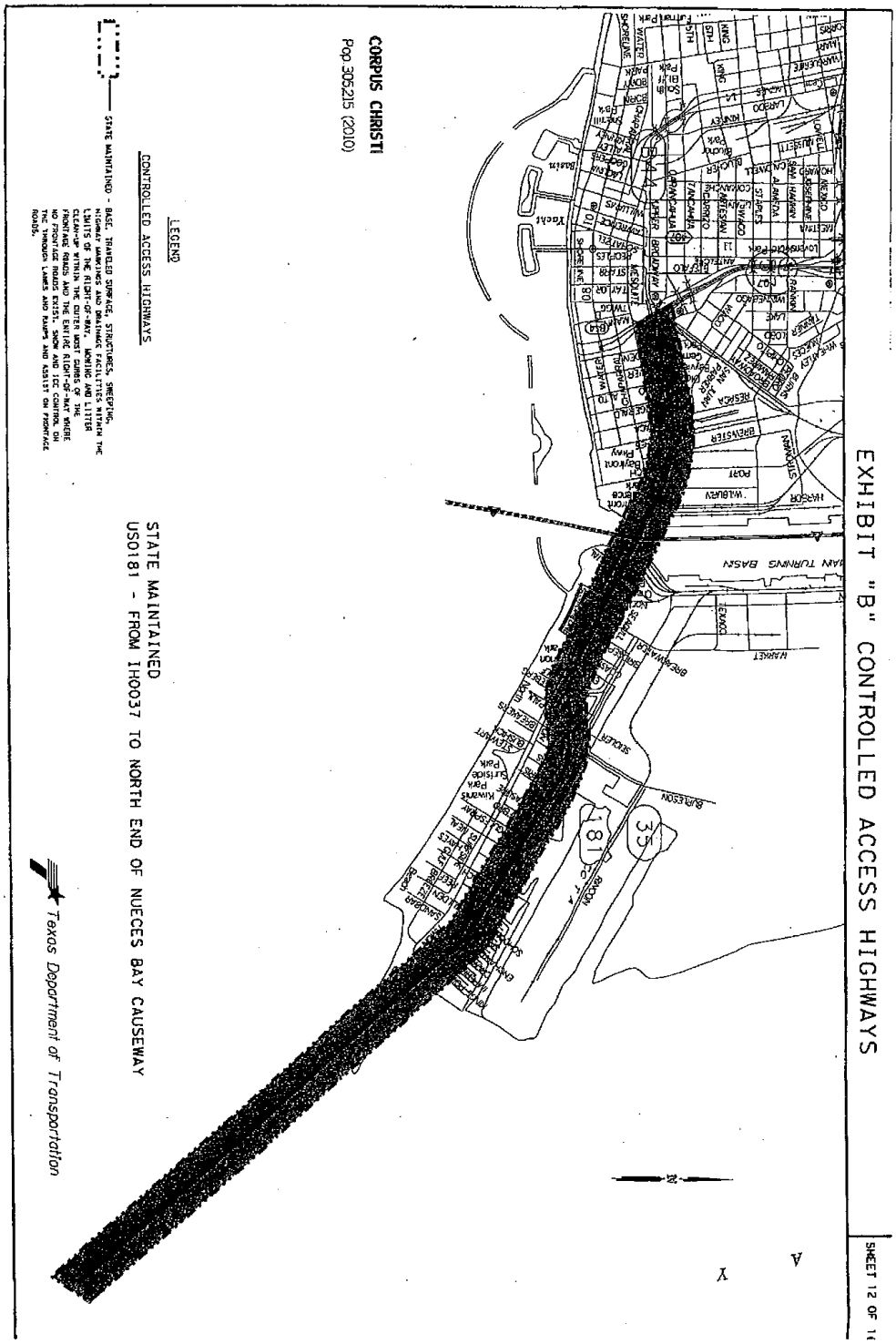
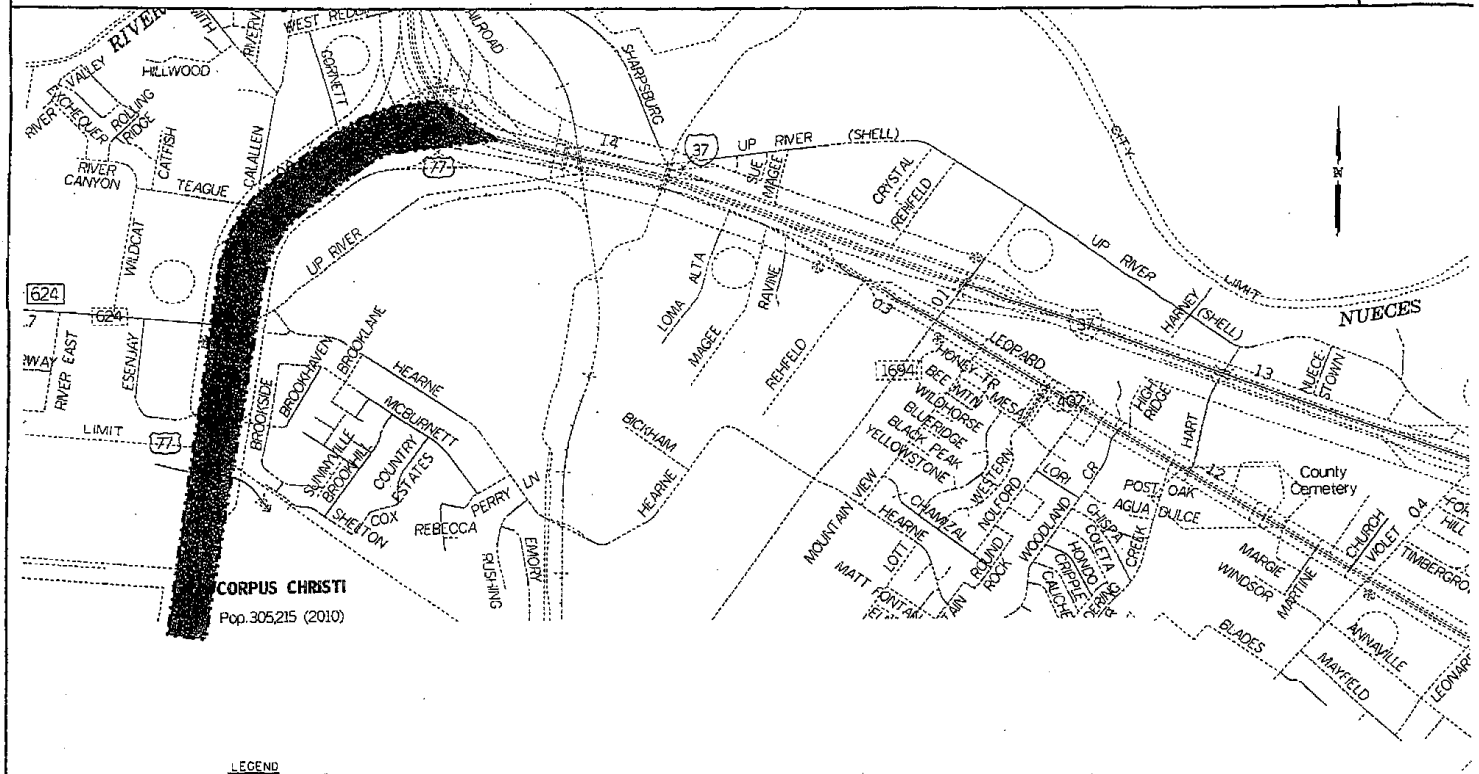


EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS

SHEET 13 OF 16



LEGEND

CONTROLLED ACCESS HIGHWAYS

STATE MAINTAINED - 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 RAMPS AND ASSIST ON FRONTAGE ROADS.

STATE MAINTAINED
US0077 FROM IH0037 TO SOUTH CITY LIMITS

Texas Department of Transportation

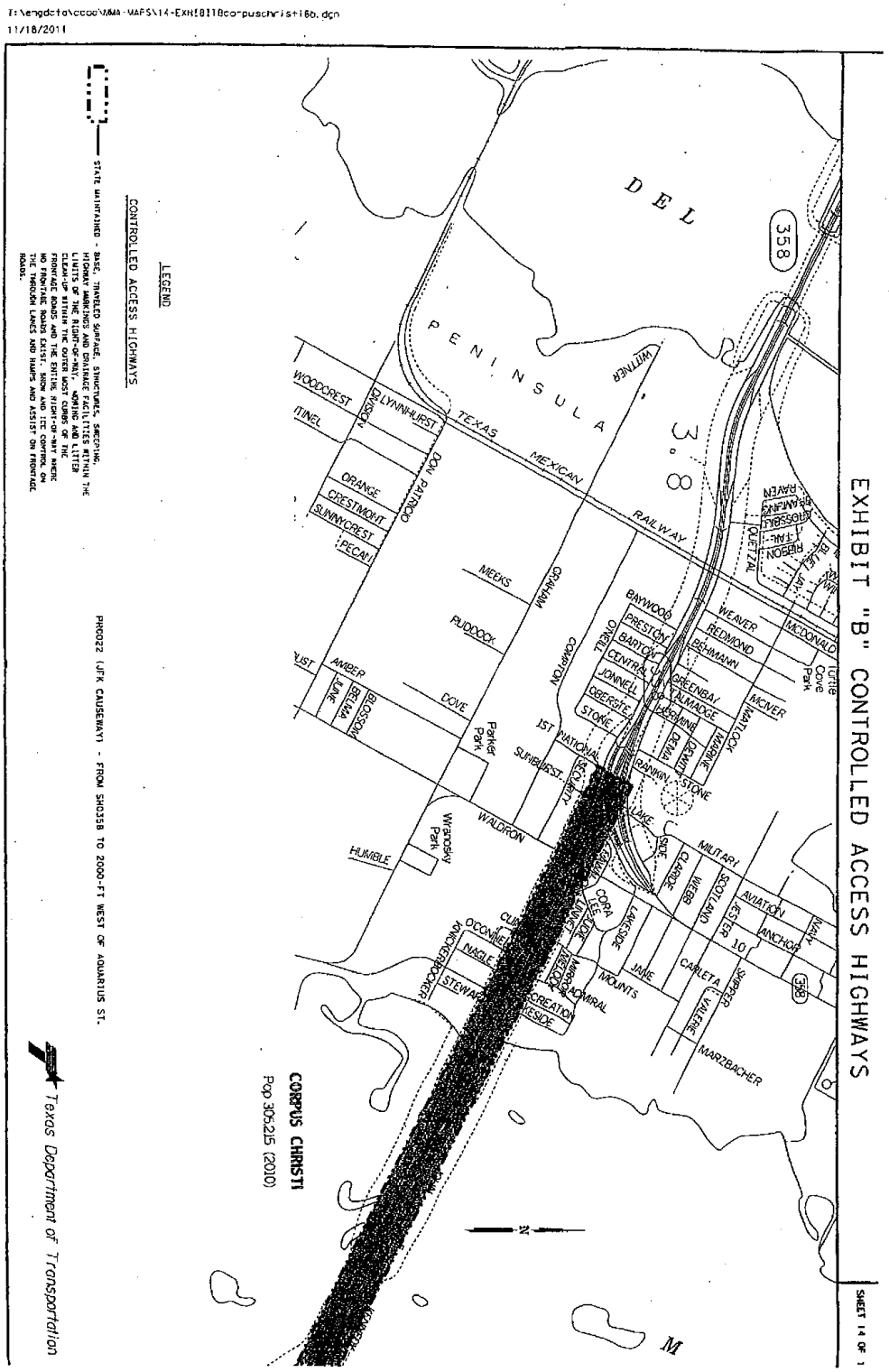


EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS
SHEET 14 OF 1
DEL
PENINSULA
358
3.8
TEXAS
MEXICAN
RAILWAY
WHITNER
WOODCREST
LYNNHURST
ORANGE
CRESTMONT
SUNNYCREST
PECAN
DON PATRICO
MEEKS
PUDDOCK
DOVE
AMBER
BLOSSOM
Parker Park
WALDRON
HUMBLE
Wrandosky Park
SUPERIOR
1ST NATIONAL
STONE
JONNELL
CENTRAL
BARTON
PRESTON
BAYWOOD
REDMOND
WEAVER
MCIVER
MATTOCK
MILITARY
AVIATION
ANCHOR
CARLETA
MARZBACHER
JANE
MOUNTS
LAKESIDE
CORA
CLAMPOE
SCOTLAND
WEBB
FESTER
OCONNER
NAGLE
STEWART
CREATION
ADMIRAL
MACDONALD
LITTLE Cone Park
M
2
CORPUS CHRISTI
Pop 305,215 (2010)
Texas Department of Transportation
PHR022 (JFK CAUSEWAY) - FROM SH35B TO 2000-FT WEST OF AQUARIUS ST.
LEGEND
CONTROLLED ACCESS HIGHWAYS
STATE MAINTAINED - BASE, TRAVELED SURFACE, STRUCTURES, SWEEPING, LANDSCAPE, 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 RAMPS AND ASSIST ON FRONTAGE ROADS.
I:\engdata\ccoo\MMA-MAPS\14-EXHIBITBcorpuschristi60.dgn
11/18/2011

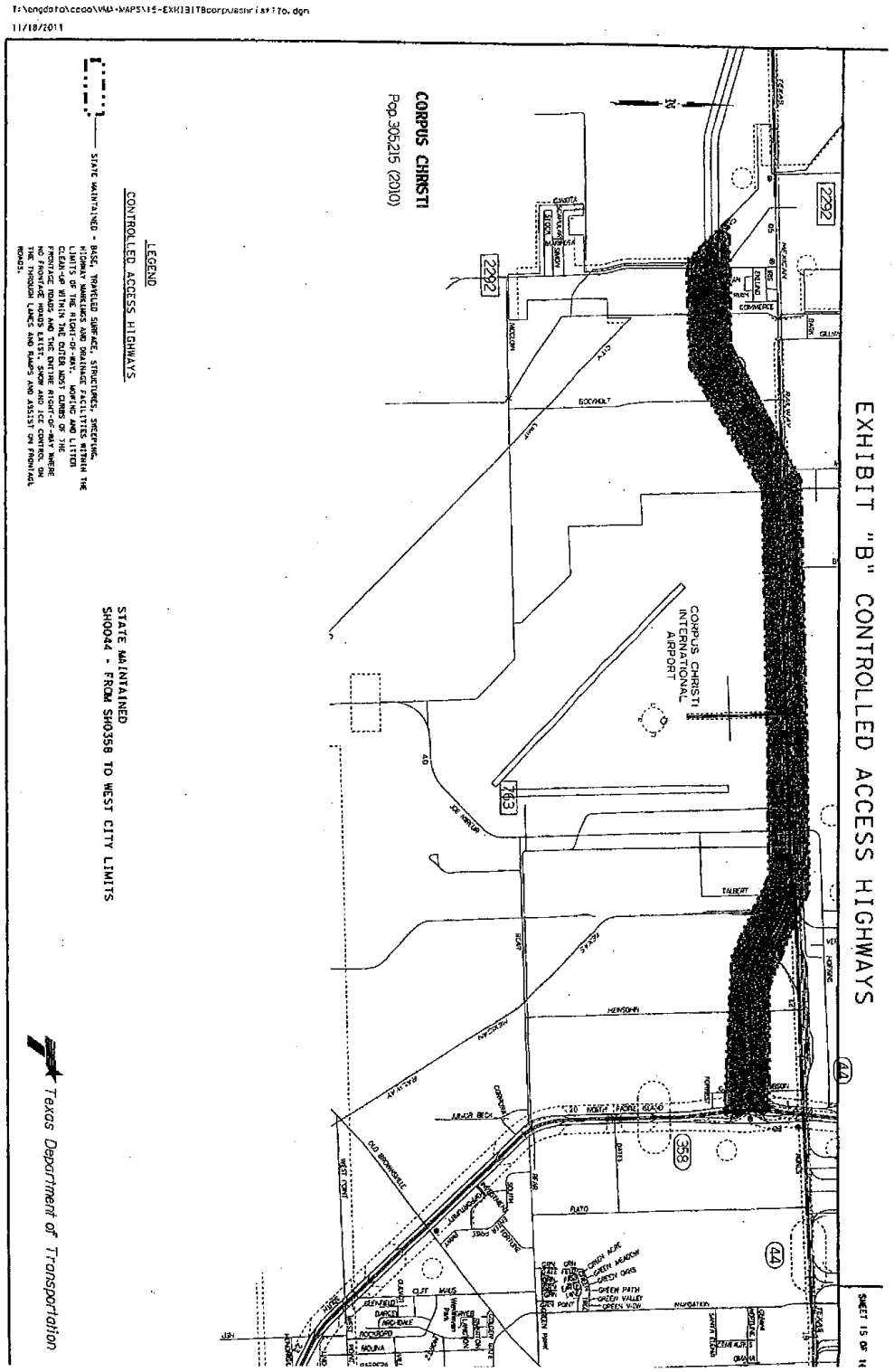


EXHIBIT "B" CONTROLLED ACCESS HIGHWAYS
CORPUS CHRISTI
Pop.305,215 (2010)
CORPUS CHRISTI INTERNATIONAL AIRPORT
LEGEND
CONTROLLED ACCESS HIGHWAYS
STATE MAINTAINED
SH0044 - FROM SH0358 TO WEST CITY LIMITS
Texas Department of Transportation

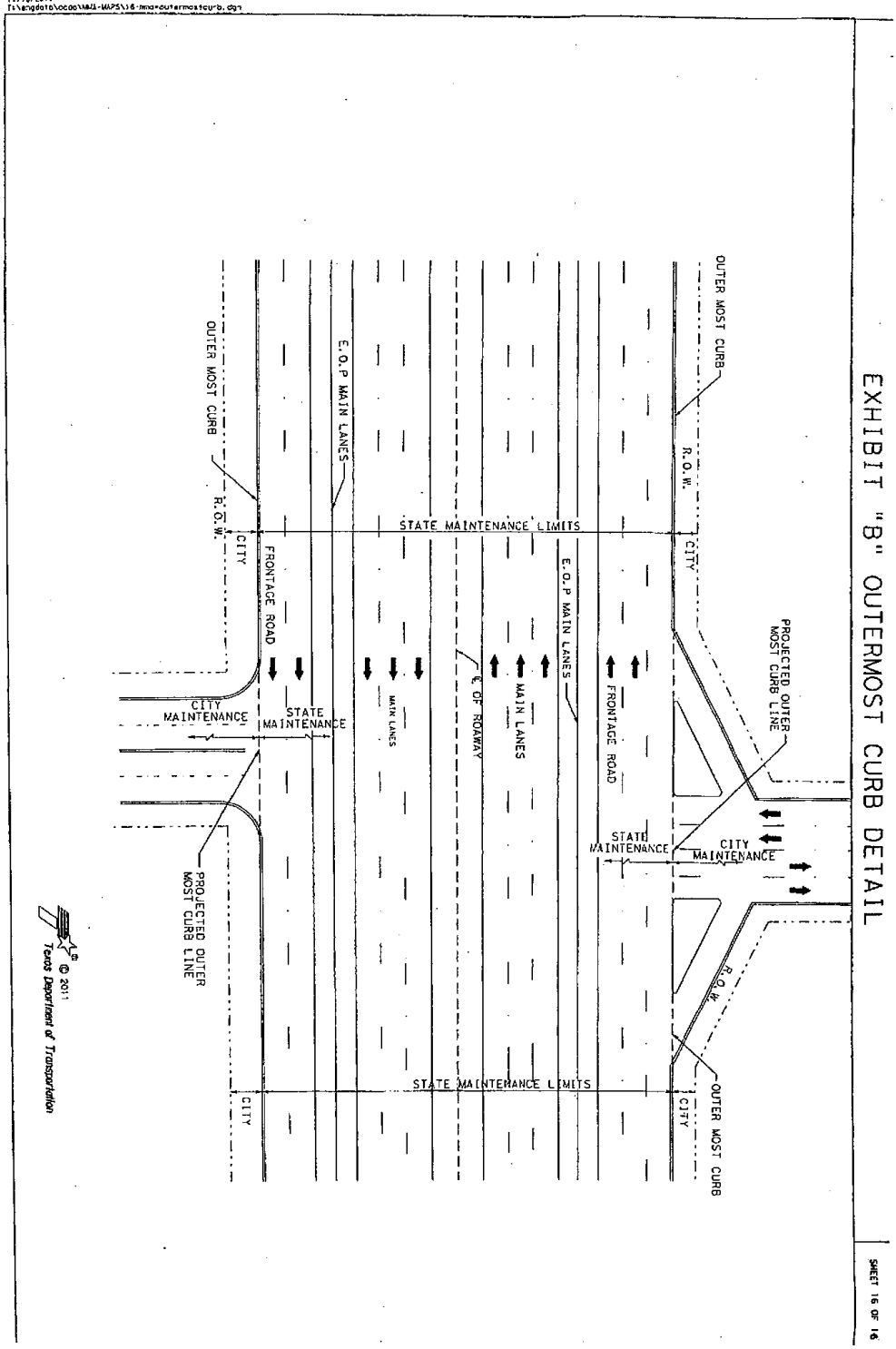


EXHIBIT "B" OUTERMOST CURB DETAIL
OUTER MOST CURB
R.O.W.
CITY
PROJECTED OUTER MOST CURB LINE
STATE MAINTENANCE
CITY MAINTENANCE
FRONTAGE ROAD
E.O.P MAIN LANES
MAIN LANES
℄ OF ROADWAY
STATE MAINTENANCE LIMITS
SHEET 16 OF 16
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