

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: J. Rolando Bono, Interim City Manager

COPIES TO: Melissa Byrne Vossmer, Roland Lozano, Albert Ortiz, Peter Zanoni, Milo Nitschke, Andrew Martin and File

SUBJECT: Agreement with Community Arena Management (SBC Center) and Bexar County for Traffic Management Services

DATE: October 21, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance ratifies an agreement between the City of San Antonio, Community Arena Management, Ltd. (CAM) and Bexar County to continue traffic management services by the Public Works Department in and out of the SBC Center during major events. This agreement supercedes the agreement previously made between the City, the County and CAM dated October 18, 2002.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The SBC Center began holding events in October 2002. At that time, a Traffic Control Plan (TCP) was implemented for all events. The TCP consisted of on and off-duty uniformed San Antonio Police personnel directing traffic in the area of the SBC Center, the placement of signs and barricades to route and direct traffic and the implementation of a traffic management plan involving the reversible lane signal and intersection signal systems of the City. Signing and barricading were paid for by the City through an annual contract for such services, and the implementation of the traffic management system consisted of personnel time to prepare and download timing plans from TransGuide, as well as the provision of field personnel to inspect and maintain the systems. The original agreement imposed a \$0.35 fee on each ticket sold to pay for un-budgeted traffic management expenses incurred by the City such as off-duty police officer overtime and barricade costs.

In mid-2004, the SBC Center (CAM) initiated a contract with the Bexar County Sheriff's Office to provide on-street personnel to handle traffic for major events in lieu of the San Antonio Police Department personnel. Additionally, CAM began a contractual relationship with a private contractor to place necessary signs and barricades in conformance with the approved TCP. As a result, all responsibility for the personnel and barricading materials has been transferred to the SBC Center (CAM) and Bexar County.

The remaining traffic management system consisting of the reversible lane signal and intersection signal systems will continue to be operated and maintained by the City. This part of the City's infrastructure is also utilized for purposes other than events at the SBC Center and cannot be divested or "loaned" by the city; therefore, it will continue to be operated by the City, even for SBC Center events, which necessitates this agreement.

Operation of the traffic management system is accomplished through Intelligent Transportation System (ITS) technology. The provision of an event schedule that includes the event start and end times and post times of officers results in selection of a reversible lane system plan and traffic signal system plan to meet the criteria of the event. The plans are selected by a traffic engineer and downloaded to the field controllers from the Control Center at TransGuide. The application of this ITS technology allows a comprehensive traffic management plan to be implemented with minimal personnel effort.

POLICY ANALYSIS

Approval of this ordinance is consistent with Council Policy to provide for the safe and efficient movement of traffic on the City street system.

FISCAL IMPACT

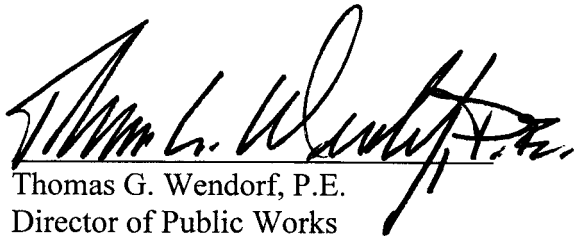
Elimination of the City's responsibilities for city personnel and barricading for major events at the SBC Center will negate the need for City resources and funding with the exception of the minor continued costs to provide traffic management services. The personnel efforts for these services are minimal, approximately 4 hours per month for preparation of operational plans, and 2 hours per event for signal maintenance and inspection. Total estimated annual costs for traffic management services are approximately \$3,770 per year or \$54 per major event.

COORDINATION

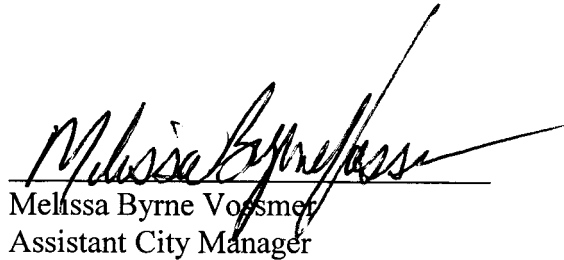
This request for ordinance has been coordinated with the City Manager's Office, the City Attorney's Office and the Police Department.

ATTACHMENTS

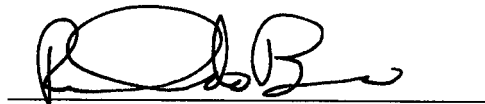
1. SBC Center Traffic Control Agreement



Thomas G. Wendorf, P.E.
Director of Public Works



Melissa Byrne Vossmer
Assistant City Manager



J. Rolando Bono
Interim City Manager

SBC CENTER TRAFFIC CONTROL AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2004, by and between the City of San Antonio, Texas, a municipal corporation (the "City"), Community Arena Management, Ltd, a Texas Limited Partnership ("CAM"), and Bexar County, Texas, (the "County").

WHEREAS, the City currently provides traffic management services to facilitate the movement of traffic in and out of the SBC Center situated in San Antonio, Texas (the "Center"), for certain events occurring at the Center; and

WHEREAS, the foregoing services have been provided by the City pursuant to an agreement dated October 18, 2002, between City, County, and CAM (the "Prior Agreement"); and

WHEREAS, CAM has provided City notice of termination of the Prior Agreement in accordance with the terms of the Prior Agreement; and

WHEREAS, the parties hereto wish to set forth certain agreements and conditions with regard to the termination of the Prior Agreement and certain other traffic control requirements with regard to events at the Center.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. On or before the first business day of each month during the term of this Agreement, CAM shall provide City advance written notice of all Intelligent Traffic System ("ITS") events scheduled to occur during the month following the month in which the notice was given ("Monthly Event Schedule"). CAM shall provide City updated information on any changes in the Monthly Event Schedule and CAM shall, in all cases, provide City with at least ten days advance written notice of the commencement date of all events other than play-off games and non-previously scheduled events. In those instances CAM shall provide notice as soon as it becomes aware of the event. The notice shall include the approximate number of attendees expected, the time the event shall start and end, the time the Center doors will open and close, and the parking lots CAM will use to serve the event. The parties hereto acknowledge that ten days is the minimum reasonable time within which City can prepare signalization and reversible traffic planning for any event in the Center, other than as provided above.

2. The County and CAM shall in all cases conform to The Texas Manual on Uniform Traffic Control Devices (the "Manual") in the use of all traffic control devices at the Center. Any contractor engaged to work at or near the Center shall be contractually required by the County and/or CAM to comply with the Manual and the Right-of-Way Ordinance (defined below).

3. The County and CAM shall comply in all respects with the City Code, including the Right-of-Way Ordinance, Sec. 29-105 et seq. of the City Code (the "Ordinance") when closing or otherwise impacting City streets and Rights-of-Way. To the extent any variance from the Ordinance may be requested, and not addressed herein, the County or CAM shall follow procedures set forth in the Ordinance to request and obtain a variance in accordance with the provisions of the Ordinance. Pre-approved variances are set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

4. The County and CAM shall comply in all respects with the SBC Center Traffic Plan, Type I Events, approved by City of San Antonio, Department of Public Works, Engineering Division, February 6, 2004, Sheets 1-3 inclusive, sealed by Edward N. Mery, P.E. ("TCP"). The TCP is

incorporated herein by reference. In the event of any inconsistency between the TCP, the Manual and the Ordinance, those requirements shall govern in the aforesaid priorities.

5. In the event of any continuing violation of the terms of this Agreement, and subsequent to: (a) written notice to the party that is causing the violation (CAM and/or County) by the City, and (b) a period of 30 days to cure such violation, commencing with date of receipt of the notice, the violating party or parties shall pay City the sum of \$500.00 each per violation per day until such violation is ceased.

6. The Prior Agreement shall be deemed terminated and the provisions of this Agreement shall be effective upon full execution of this Agreement.

7. The City shall continue to operate and maintain signalization systems. The City shall continue to cooperate with TxDot to facilitate the purpose and extent of this Agreement.

8. Whenever in this Agreement it shall be required or permitted that notice be given or served by any party on another, unless otherwise specifically provided, such notice or demand shall be given or served in writing (i) by certified mail, return receipt requested, (ii) by courier or hand delivery, (iii) by reputable overnight courier, or (iv) by facsimile transmission followed by certified mail, return receipt requested, at the address specified below for each party or at such other address as the parties may designate ("Notice"):

City: City of San Antonio
Attn: Roland Lozano, Asst. to the City Manager
100 Military Plaza
San Antonio, Texas 78204
Telefax Number: 210-207-4217-

with a copy to:

City of San Antonio
Attn: Jason Cosby, Public Works Dept.
100 Military Plaza
San Antonio, Texas 78204
Telefax Number: 210-207-4406

City of San Antonio
Attn: Andrew Martin, City Attorney
100 Military Plaza
San Antonio, Texas 78204
Telefax: 210-207-4004

CAM: Community Arena Management, Ltd.
SBC Center
One SBC Center Parkway
San Antonio, Texas 78219
Telefax Number: (210) _____
Attention: Vice-President and General Manager

with a copy to:

Tim Bannwolf
Bracewell & Patterson, L.L.P.
106 S. St. Mary's Street, Suite 800
San Antonio, Texas 78205
Telefax Number: (210) 226-1133

County:

300 Dolorosa St.
San Antonio, Texas 78205

with a copy to:

9. In no event shall the parties be liable for incidental, indirect, special, or consequential damages.

10. This Agreement shall be governed by and interpreted under the laws of the State of Texas.

11. Should any term(s), covenant(s), condition(s), provision(s), sentence(s), or part(s) of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and conditions shall, nevertheless, remain in full force and effect.

EXECUTED this ____ day of _____, 2004.

CITY OF SAN ANTONIO,
a municipal corporation

By: _____
Printed Name: _____
Title: _____

COMMUNITY ARENA MANAGEMENT, LTD.

By: _____
Printed Name: _____
Title: _____

COUNTY OF BEXAR

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

1. Neither CAM nor the County is required to pay for or obtain permits.
2. Neither CAM nor the County is required to pay inspection or other fees.