

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA

ITEM NO. 11

TO: Mayor and City Council

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

SUBJECT: Amendment to Agreement for Furnishing and Installing of Traffic Signal Equipment by a Municipality with the Texas Department of Transportation (TxDOT)

DATE: September 8, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or his designee to amend an existing Agreement for Furnishing and Installing of Traffic Signal Equipment by a Municipality with the Texas Department of Transportation (TxDOT) for the purchase of materials and installation of Video Imaging Vehicle Detection Systems (VIVDS) at the intersections of Loop 1604 and Wiseman Blvd., Loop 1604 and W. Military Drive, and Loop 1604 and Potranco Road located in Council Districts 4 and 6. This amendment will increase the amount that TxDOT will reimburse the City for associated costs from \$50,325 to \$123,550.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The original Agreement for Furnishing and Installing of Traffic Signal Equipment by a Municipality was approved by City Council on September 12, 2002, through Ordinance No. 96317 and provided for the City of San Antonio to furnish and install traffic signal controllers and signs at the following 5 intersections:

- Loop 1604 & Shaenfield Road
- Loop 1604 & FM 471 (Culebra Rd.)
- Loop 1604 & Wiseman Blvd.
- Loop 1604 & W. Military Drive
- Loop 1604 & Potranco Road

Collaboration with TxDOT on the installation of State traffic signals located throughout the City of San Antonio ensures compatibility with the City's existing traffic signal system and allows for the efficient movement of traffic.

This ordinance amends the existing agreement to include the furnishing and installation of VIVDS, which was not included in the original agreement, at the following 3 intersections:

- Loop 1604 & Wiseman Blvd.
- Loop 1604 & W. Military Drive
- Loop 1604 & Potranco Road

The utilization of VIVDS, rather than using in-pavement loops, has proven to reduce maintenance costs and congestion due to signal malfunction related to detectors.

The traffic signals at Loop 1604 & Shaenfield Road and Loop 1604 & FM 471 (Culebra Road) have been completed and are fully operational.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to collaborate with other governmental agencies in the development and construction of City infrastructure and to upgrade traffic signals, as funds are made available.

FISCAL IMPACT

The provisions of this amendment require the Texas Department of Transportation to reimburse the City of San Antonio an amount not to exceed \$73,225 for expenses incurred in providing and installing the equipment needed for the installation of VIVDS at the three intersections listed above.

COORDINATION

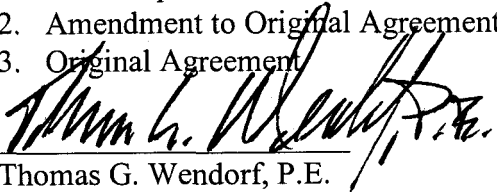
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department and TxDOT.

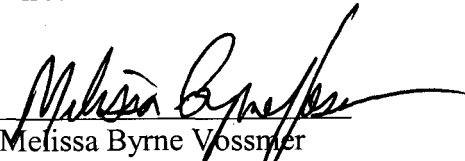
SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

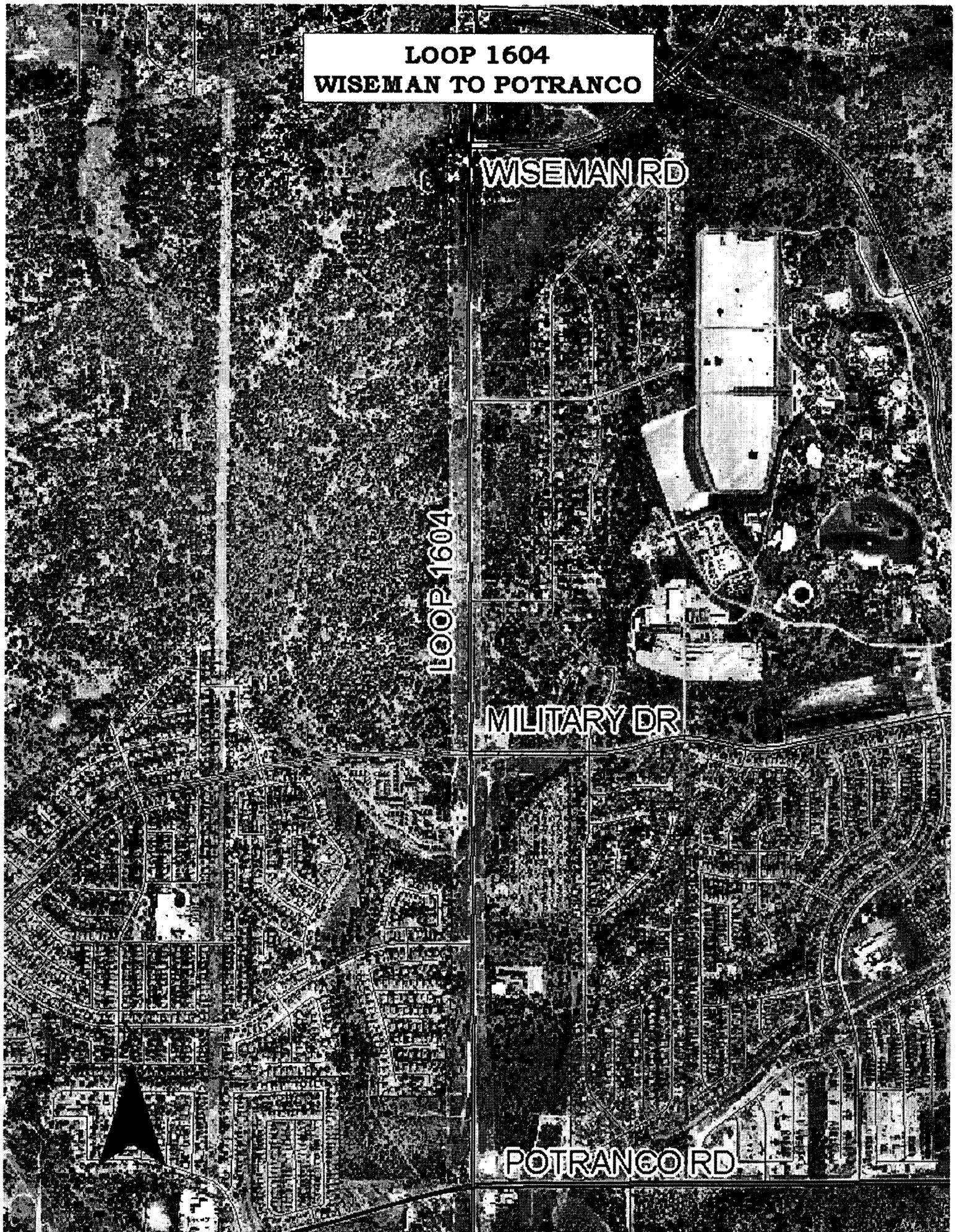
1. Area Map
2. Amendment to Original Agreement
3. Original Agreement


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


Melissa Byrne Vossmer
Assistant City Manager

† 
J. Rolando Bono
City Manager

LOOP 1604
WISEMAN TO POTRANCO



LOOP 1604

WISEMAN RD

MILITARY DR

POTRANCO RD

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

**AMENDMENT TO AGREEMENT FOR FURNISHING AND INSTALLING OF TRAFFIC SIGNAL
EQUIPMENT BY A MUNICIPALITY
Amendment Number One**

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered traffic agreement to amend said agreement as follows:

The maximum amount payable under this contract is increased by \$73,225.00, from \$50,325.00 to \$123,550. A revised Exhibit A, Cost Estimate, is attached.

The purpose of the increase is to allow for the city of San Antonio to furnish and install the Video Imaging Vehicle Detection System (VIVDS) at three intersections. VIVDS will be used in lieu of the loop detectors.

This amendment shall become effective when fully executed. All other terms and conditions of the above numbered agreement not hereby amended remain in full force and effect.

THE RECEIVING AGENCY
Texas Department of Transportation

BY: _____

AUTHORIZED SIGNATURE

David B. Casteel, P.E.
District Engineer, San Antonio

TYPED OR PRINTED NAME AND TITLE

DATE:

THE PERFORMING AGENCY
City of San Antonio
NAME OF AGENCY

BY: _____

AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

DATE:

COST ESTIMATE
FOR
CITY OF SAN ANTONIO FORCE ACCOUNT WORK

Control: 2452-01-036, etc.
Project: NH 2000(704), etc.
Highway: Loop 1604 From 1.6 km North of FM 471 to US 90 in San Antonio

ORIGNINAL AGREEMENT FORCE ACCOUNT WORK

Furnish and Install Traffic Signal Controllers (Type 332) and Associated Equipment at 5 Intersections	\$34,500.00
Furnish 98 Various Signs	\$5,700.00
Equipment Rental	\$500.00
Labor	\$9,625.00
TOTAL FOR ORIGNINAL AGREEMENT	\$50,325.00

AMENDED AGREEMENT FORCE ACCOUNT WORK

Furnish and Install VIVIDS at 3 Signalized Interchanges	\$73,225.00
TOTAL FOR AMENDED AGREEMENT	\$73,225.00

TOTAL FOR AGREEMENT	\$123,550.00
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EXHIBIT A

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR FURNISHING AND INSTALLING OF
TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas
Department of Transportation, hereinafter called the "State," and the City of

San Antonio, Bexar County, Texas, hereinafter
called the "City," acting by and through its duly authorized officers as evidenced by
~~Resolution~~/Ordinance No. 96317, hereinafter acknowledged by reference.

WITNESSETH

WHEREAS, the State owns and maintains a system of highways and roadways, including
Loop 1604 in
the City of San Antonio; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing and
installing traffic signal equipment at the intersection(s) of Loop 1604 with Shanefield Rd., Loop
1604 with Wiseman Blvd., Loop 1604 with FM 471, Loop 1604 with Military Drive West, and
Loop 1604 with FM 1957 hereinafter called the "Project," and

WHEREAS, the State and City wish to cooperate in the construction of this Project; and

WHEREAS, the City desires that equipment be provided that is compatible with standard signal operation and/or existing City equipment; and

WHEREAS, it is in the best interest of the City and the State for the City to assist the State by furnishing and installing traffic signal equipment on the Project; and

WHEREAS, on this 28th day of September, 2000, the Texas Transportation Commission passed Minute Order No. 108310 approving the Project; and

WHEREAS, the Project has been designated as a federal-aid project and thus this agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code § 221.002;

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 as hereinafter set forth, it is agreed as follows:

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal equipment is in operation at the described location and the signal project is incomplete, or unless otherwise terminated or modified as hereinafter provided.

ARTICLE 2. CONSTRUCTION RESPONSIBILITIES

A. For all items of construction other than furnishing and installing specific traffic signal equipment, the State will prepare the construction plans, advertise for bids, and let the construction contract, or otherwise provide for the construction and will supervise the construction as required by said plans. The State will secure the City's approval of construction plans prior to award of contract.

B. The furnishing and installing of specific traffic signal equipment will be part of the construction to be undertaken by the City, and the State will reimburse the City for its contribution to the Project, as prescribed under Article 3, "Compensation."

ARTICLE 3. COMPENSATION

A. The maximum amount under this agreement without modification is \$ 50,325.00.

A cost estimate of the work authorized under this agreement is marked "Exhibit A," attached hereto and made a part of this agreement.

B. The State will reimburse the City the cost of furnishing and installing the traffic signal equipment according to the location and manner of construction as shown and described in the plans and specifications.

C. The State will reimburse the City for properly supported costs incurred under the terms and conditions of this agreement. Costs incurred prior to the issuance of a written "Work Order" by the State will not be reimbursed. Reimbursement will be made by the State to the City for

labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges provided the City has paid from City funds their obligations covering items of costs previously billed.

D. The City shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments."

ARTICLE 4. PAYMENTS

A. The City shall submit the State's Form 132, Billing Statement, or other type of invoice acceptable to the State upon completion of the Project and the State's acceptance thereof.

B. An original and four (4) copies of the Billing Statement should be submitted to the following address:

Mr. David R. Balli, P. E., Area Engineer, Texas Department of Transportation, P. O. Box 29928,
San Antonio, Texas 78229-0928

C. All billing statements shall be properly documented, summarizing the costs and description of work performed, quantity of materials and devices, unit price, labor costs, and extensions.

D. The State shall make payment to the City within thirty (30) days from receipt of the City's request for payment, provided that the request is properly prepared, executed, and documented.

E. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. The State will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.

ARTICLE 5. PERSONNEL, EQUIPMENT, AND MATERIAL

A. The City will use labor and supervisory personnel employed directly by the City, and use City-owned machinery, equipment, and vehicles necessary for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary at the low bid price submitted by at least two approved bidders.

B. Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if such procedures are shown to be in the public interest and provided the State shall have given prior approval for the use of said materials. All materials used for the work shall be new and undepreciated.

ARTICLE 6. INSPECTION OF WORK

A. The State shall make suitable, frequent, and complete inspection of all materials, and equipment and the work of installation to determine and permit certification that the Project and its components meet all applicable requirements of the plans and specifications in suitable condition for operation and maintenance by the City after its completion.

B. The City will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry suitable, frequent, and complete inspection of all materials, and application methods, sufficient to afford determination and certification by the State

that all parts of the installation and the component materials comply with the requirements of the approved plans and specifications. The State will promptly notify the City of any failure of materials, equipment, or installation methods, and the City will take such measures as necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 7. TERMINATION

A. This agreement may be terminated by one of the following conditions:

- (1) By mutual agreement and consent of both parties.
- (2) By the State giving written notice to the City as a consequence of failure by the City to perform the services and obligations set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the City.
- (3) By either party, upon thirty (30) days written notice to the other.

B. If, at any time, the City fails to assume the construction responsibilities as prescribed herein or the maintenance and operation responsibilities for the City's portion of the traffic signal equipment in a satisfactory manner as determined by the State, the State reserves the right to assume the construction responsibilities and/or to arrange for the maintenance and operation responsibilities at the expense of the City.

ARTICLE 8. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

ARTICLE 9. REMEDIES

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

ARTICLE 10. DISPUTES

Should disputes arise as to responsibilities and obligations as set forth in this agreement, the State's decision shall be final and binding.

ARTICLE 11. SUBLETTING

The City shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event subcontracts are entered into by the City, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 12. AMENDMENTS

Changes in the time frame, character, responsibilities, or obligations authorized herein shall be enacted by written amendment. Any amendment to this agreement must be executed by both parties.

ARTICLE 13. INSURANCE (Mark out the following paragraph that is not applicable)

A. Outside Insurance

Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certificate of Insurance (Form 20.102, latest version) and shall maintain the insurance

in full force and effect as long as this Project lasts and the City is responsible for the furnishing, installing, maintenance and operation of the herein mentioned traffic signal equipment.

B. Self Insured

Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certificate of Insurance (Form 20.102, latest version) and shall maintain its self-insurance program in full force and effect as long as this Project lasts and the City is responsible for the furnishing, installing, maintenance and operation of the traffic signal equipment. The State understands that the City is a self insured entity for public liability purposes.

ARTICLE 14. SUCCESSORS AND ASSIGNS

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

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

The State shall, for purpose of termination of the agreement prior to completion, examine the books and records of the City for the purpose of checking the amount of the work performed and/or materials furnished by the City at the time of contract termination. The City shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this contract and shall make such materials available to the State, Federal Highway Administration (FHWA) or its duly authorized representatives for review and inspection at its office during the contract period and for three (3) years from the date of final payment under this

contract or until impending litigation is resolved. Additionally, the State, FHWA and its duly authorized representatives shall have access to all records of the City which are directly applicable to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

ARTICLE 16. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

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

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 19. OMB 1-128 AUDIT REQUIREMENTS

The City shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in paragraphs 6, 8, and 9 of OMB Circular No. A-128.

ARTICLE 20. PROCUREMENT STANDARDS

The City shall adhere to the procurement standards set forth in Title 49 CFR Part 18.32.

ARTICLE 21. PROPERTY MANAGEMENT STANDARDS

The City shall adhere to the property management standards set forth in Title 49 CFR Part 18.36.

ARTICLE 22. COMPLIANCE WITH LAWS

The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, administration bodies, or tribunals in any matter affecting the performance of the agreement, including without limitation worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws, permits, and regulations. When required, the City shall furnish the State with satisfactory proof of compliance.

ARTICLE 23. CIVIL RIGHTS COMPLIANCE

The City shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR 21 and 23 CFR 710.405 (B)); also Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor regulation (41 CFR 60).

**ARTICLE 24. MINORITY BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS**

The City agrees to comply with the requirements set forth in Exhibit B, "Minority Business Enterprise Program Requirements."

ARTICLE 25. DEBARMENT CERTIFICATIONS (Applicable to agreements which
exceed \$100,000)

The City is prohibited from making any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The City shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulation, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

agreement.

The City of:

City of: San Antonio
Thomas G. W. [Signature]
 (Name)

(Name)

Public Works Director

(Title)


(Date)
10/25/02
(Date)

(Date)

THE STATE OF TEXAS

Executed by 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.

APPROVED:

y: 
District Engineer

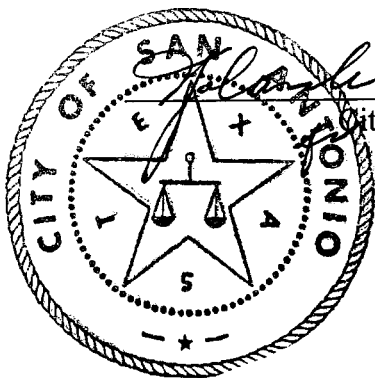
District Engineer

JAT/#15

District

11/5/02

ATTEST:



City Secretary

COST ESTIMATE
FOR
CITY OF SAN ANTONIO FORCE ACCOUNT WORK

Control: 2452-01-036, etc.
Project: NH 2000(704), etc.
Highway: Loop 1604 From 1.60km North of FM 471
To US 90, in San Antonio

5 CONTROLLERS AND ASSOCIATED EQUIPMENT (Ty 332)	34,500.00
98 VARIOUS SIGNS	5,700.00
EQUIPMENT RENTAL	500.00
LABOR	<u>9,625.00</u>
TOTAL	\$ 50,325.00

SPECIAL PROVISION

MINORITY BUSINESS ENTERPRISE REQUIREMENTS

It is the policy of the Department of Transportation that Minority Business Enterprises as defined in 49 CFR Part 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Minority Business Enterprise requirements of 49 CFR Part 23, exclusive of Subpart D, apply to this contract as follows.

The City agrees to ensure that Minority Business Enterprises, as defined in 49 CFR Part 23, Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, exclusive of Subpart D, to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

The City and any of its subcontractors shall not discriminate on the bases of race, color, national origin or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Department, may result in termination of the contract by the State or other such remedy as the State deems appropriate.

Exhibit B

AN ORDINANCE

96317

APPROVING COOPERATIVE AGREEMENTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), WHICH PROVIDE THAT TXDOT WILL REIMBURSE THE CITY FOR THE COST OF FURNISHING AND INSTALLING TRAFFIC SIGNAL EQUIPMENT AT THE FOLLOWING LOCATIONS FOR THE FOLLOWING AMOUNTS: A) ON SOUTHCROSS BOULEVARD AT S. PRESA STREET, ON SOUTHCROSS BOULEVARD AT HACKBERRY; AND ON SOUTHCROSS BOULEVARD AT NEW BRAUNFELS AVENUE IN CONJUNCTION WITH MPO PROJECT STP 2000(904)MM, AN AMOUNT NOT TO EXCEED \$27,900.00; B) ON LOOP 13 (W.W. WHITE) AT DIVIDEND/SPRINGFIELD ROADS; ON LOOP 13 (W.W. WHITE) AT GEMBLER ROAD; AND ON LOOP 13 (W.W. WHITE) AT EMIL STREET IN CONJUNCTION WITH MPO PROJECT STP 2001(768)MM, AN AMOUNT NOT TO EXCEED \$28,300.00; C) ON LOOP 1604 AT SHAENFIELD ROAD; ON LOOP 1604 AT WISEMAN BOULEVARD; ON LOOP 1604 AT FM 471; ON LOOP 1604 AT MILITARY DRIVE WEST; AND ON LOOP 1604 AT FM 1957 IN CONJUNCTION WITH PROJECTS NH 2000(704), STP 2000(705)MM AND RW 2452-1-44, AN AMOUNT NOT TO EXCEED \$50,325.00; D) ON FM 471 AT FM 1560, ON FM 471 AT TAFT HIGH SCHOOL MAIN DRIVEWAY, AND ON FM 471 AT WESTWOOD LOOP IN CONJUNCTION WITH MPO PROJECT STP 2002(317)MM, AN AMOUNT NOT TO EXCEED \$28,300.00; E) ON ROOSEVELT AVENUE AT NAPIER/BONNER STREETS AND ON ROOSEVELT AVENUE AT MISSION ROAD IN CONJUNCTION WITH MPO PROJECT STP 94(329)TE, AN AMOUNT NOT TO EXCEED \$22,680.00; AND AUTHORIZING CITY STAFF TO ACQUIRE AND INSTALL THE TRAFFIC SIGNAL EQUIPMENT.

* * * * *

WHEREAS, in an effort to ensure compatibility with the City's existing traffic signal system, the Public Works Traffic Operations staff will be responsible for the acquisition and installation of traffic controller equipment for the following locations: 1) Southcross Boulevard at S. Presa Street, Southcross Boulevard at Hackberry, and Southcross Boulevard at New Braunfels Avenue, in connection with the MPO STP 2000 (904)MM Project; 2) Loop 13 (W.W. White) at Dividend/Springfield Roads, Loop 13 (W.W. White) at Gembler Road, and Loop 13 (W.W. White) at Emil Street, in connection with MPO STP 2001(768)MM Project; 3) Loop 1604 at Shaenfield Road, Loop 1604 at Wiseman Boulevard, Loop 1604 at FM 471, Loop 1604 at Military Drive West, and Loop 1604 at FM 1957, in connection with the NH2000(704), STP 2000 (705)MM, and RW 2452-1-44 Projects; 4) FM 471 at FM 1560, FM 471 at Taft High School Main Driveway, and FM 471 at Westwood Loop, in connection with the MPO STP 2002 (317)MM Project; and 5) Roosevelt Avenue at Napier/Bonner Streets and Roosevelt Avenue at Mission Road in connection with the MPO STP 94(329)TE Project; and

WHEREAS, the Texas Department of Transportation (TxDOT) will reimburse the City for the costs of acquiring and installing traffic controller equipment for the above described locations in an amount not to exceed \$22,680; and

WHEREAS, approval of this Ordinance will be a continuation of City Council policy to upgrade traffic signals as funds are made available; **NOW THEREFORE**;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized to execute AGREEMENTS FOR FURNISHING AND INSTALLING OF TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY, appearing in substantially the same form as Attachment I attached hereto and incorporated herein for all purposes, to provide reimbursement to the City from TxDOT in the stated amounts for the acquisition and installation of traffic signal equipment for the following locations: 1) on Southcross Boulevard at S. Presa Street, on Southcross Boulevard at Hackberry; and on Southcross Boulevard at New Braunfels Avenue in conjunction with the MPO STP 2000(904)MM Project for an amount not to exceed \$27,900.00; 2) on Loop 13 (W.W. White) at Dividend/Springfield Roads; on Loop 13 (W.W. White) at Gembler Road; and on Loop 13 (W.W. White) at Emil Street in conjunction with the MPO STP 2001(768)MM Project for an amount not to exceed \$28,300.00; 3) on Loop 1604 at Shaenfield Road; on Loop 1604 at Wiseman Boulevard; on Loop 1604 AT FM 471; on Loop 1604 AT Military Drive West; and on Loop 1604 at FM 1957 in conjunction with the NH 2000(704), STP 2000(705)MM, and RW 2452-1-44 Projects, for an amount not to exceed \$50,325.00; 4) on FM 471 at FM 1560, on FM 471 at Taft High School Main Driveway, and on FM 471 at Westwood Loop in conjunction with the MPO STP 2002(317)MM Project, for an amount not to exceed \$28,300.00; and 5) on Roosevelt Avenue at Napier/Bonner Streets and on Roosevelt Avenue at Mission Road in conjunction with the MPO STP 94(329)TE Projects, for an amount not to exceed \$22,680.00.

SECTION 2. Budgeted Revenues in the amount of \$27,900.00 is authorized to be established in Fun 62-031067, Traffic Signal: Southcross - S. Presa/Hackberry/New Braunfels Project. Revenue Index Code 073353, entitled Contribution from TXDOT, is to be increased upon reimbursement of the project.

SECTION 3. The amount of \$7,700.00 is appropriated in Fund 62-031067, State Paid Traffic Projects, in Index Code 608661, entitled Controller & Associated Equipment, in connection with Traffic Signal Installation: Southcross-S. Presa/Hackberry/New Braunfels Project.

SECTION 4. The amount of \$3,025.00 is appropriated in Fund 62-031067, State Paid Traffic Projects, in Index Code 608679, entitled Various Signs, in connection with Traffic Signal Installation: Southcross-S Presa/Hackberry/New Braunfels Project.

SECTION 5. The amount of \$2,625.00 is appropriated in Fund 62-031067, State Paid Traffic Projects, in Index Code 608687, entitled Equipment Rental, in connection with Traffic Signal Installation: Southcross-S Presa/Hackberry/New Braunfels Project.

SECTION 6. The amount of \$14,550.00 is appropriated in Fund 62-031067, State Paid Traffic Projects, in Index Code 609081, entitled Labor, in connection with Traffic Signal Installation: Southcross-S. Presa/Hackberry/New Braunfels Project.

SECTION 7. Budgeted Revenues in the amount of \$28,300.00 is authorized to be established in Fund 62-031068, Traffic Signal: Loop 13-Dividend/Springfield; Gembler/Emil Street. Revenue Index Code 073189, entitled Contribution from TXDOT, is to be increased upon reimbursement of the project.

SECTION 8. The amount of \$20,700.00 is appropriated in Fund 62-031068, State Paid Traffic Projects, in Index Code 618579, entitled Controller & Associated Equipment, in connection with Traffic Signal: Loop 13- Dividend/Springfield; Gembler/Emil Street Project.

SECTION 9. The amount of \$300.00 is appropriated in Fund 62-031068, State Paid Traffic Projects, in Index Code 618587, entitled Equipment Rental, in connection with Traffic Signal: Loop 13-Dividend/Springfield; Gembler/Emil Street Project.

SECTION 10. The amount of \$7,300.00 is appropriated in Fund 62-031068, State Paid Traffic Projects, in Index Code 618595, entitled Labor, in connection with Traffic Signal: Loop 13- Dividend/Springfield; Gembler/Emil Street Project.

SECTION 11. Budgeted Revenues in the amount of \$50,325.00 is authorized to be established in Fun 62-031069, Traffic Signal: Loop 1604-Shaenfield/Wisemen/FM 471/Military Drive West/FM 1957. Revenue Index Code 073197, entitled Contribution from TXDOT, is to be increased upon reimbursement of the project.

SECTION 12. The amount of \$34,500.00 is appropriated in Fund 62-031069, State Paid Traffic Projects, in Index Code 638148, entitled Controller & Associated Equipment, in connection with Traffic Signal: Loop 1604-Shaenfield/Wiseman/FM 471/Military Drive West/FM 1957 Project.

SECTION 13. The amount of \$5,700.00 is appropriated in Fund 62-031069, State Paid Traffic Projects, in Index Code 631960, entitled Various Signs, in connection with Traffic Signal: Loop 1604- Shaenfield/Wiseman/FM 471/Military Drive West/FM 1957 Project.

SECTION 14. The amount of \$500.00 is appropriated in Fund 62-031069, State Paid Traffic Projects, in Index Code 630384, entitled Equipment Rental, in connection with Traffic Signal: Loop 1604-Shaenfield/Wiseman/FM 471/Military Drive West/FM 1957 Project.

SECTION 15. The amount of \$9,625.00 is appropriated in Fund 62-031069, State Paid Traffic Projects, in Index Code 631937, entitled Labor, in connection with Traffic Signal: Loop 1604-Shaenfield/Wiseman/FM 471/Military Drive West/FM 1957 Project.

SECTION 16. Budgeted Revenues in the amount of \$28,300.00 is authorized to be established in Fun 62-031070, Traffic Signals: FM 471-FM 1560/Taft HS Main Drive/Westwood Loop. Revenue Index Code 072751, entitled Contribution from TXDOT, is to be increased upon reimbursement of the project.

SECTION 17. The amount of \$20,700.00 is appropriated in Fund 62-031070, State Paid Traffic Projects, in Index Code 630533, entitled Controller & Associated Equipment, in connection with Traffic Signal: FM 471-FM 1560/Taft HS Main Drive/Westwood Loop Project.

SECTION 18. The amount of \$300.00 is appropriated in Fund 62-031070, State Paid Traffic Projects, in Index Code 6303624, entitled Equipment Rental, in connection with Traffic Signal: FM 471-FM 1560/Taft HS Main Drive/Westwood Loop Project.

SECTION 19. The amount of \$7,300.00 is appropriated in Fund 62-031070, State Paid Traffic Projects, in Index Code 630681, entitled Labor, in connection with Traffic Signal: FM 471-FM 1560/Taft HS Main Drive/Westwood Loop Project.

SECTION 20. Budgeted Revenues in the amount of \$22,680.00 is authorized to be established in Fun 62-031071, State Paid Traffic Projects: Roosevelt Ave-Napier/Bonner and Mission Road. Revenue Index Code 072744, entitled Contribution from TXDOT, is to be increased upon reimbursement of the project.

SECTION 21. The amount of \$13,800.00 is appropriated in Fund 62-031071, State Paid Traffic Projects, in Index Code 629758, entitled Controller & Associated Equipment, in connection with Traffic Signal Installation: Roosevelt Ave-Napier/Bonner and Mission Road Project.

SECTION 22. The amount of \$2,880.00 is appropriated in Fund 62-031071, State Paid Traffic Projects, in Index Code 630889, entitled Various Signs, in connection with Traffic Signal Installation: Roosevelt Ave-Napier/Bonner and Mission Road Project.

SECTION 23. The amount of \$300.00 is appropriated in Fund 62-031071, State Paid Traffic Projects, in Index Code 631838, entitled Equipment Rental, in connection with Traffic Signal Installation: Roosevelt Ave-Napier/Bonner and Mission Road Project.

SECTION 24. The amount of \$5,700.00 is appropriated in Fund 62-031071, State Paid Traffic Projects, in Index Code 619429, entitled Labor, in connection with Traffic Signal Installation: Roosevelt Ave-Napier/Bonner and Mission Road Project.

SECTION 25. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific Index Codes and fund numbers as necessary to carry out the purpose of this Ordinance.

SECTION 26. This ordinance shall be effective ten days from the date of passage.

PASSED AND APPROVED this 12th day of September, 2002.


M A Y O R

EDWARD D. GARZA

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney