

AN ORDINANCE 2008-06-19-0617

**AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE NORTHEAST INDEPENDENT SCHOOL DISTRICT AND ACCEPTING \$135,227.00 FROM THE SCHOOL DISTRICT FOR THE CONSTRUCTION AND INSTALLATION OF A TRAFFIC SIGNAL, AT THE INTERSECTION OF ROAN PARK AND EVANS ROAD, LOCATED IN COUNCIL DISTRICT 9 AND APPROPRIATING FUNDS IN THE AMOUNT OF \$135,227.00.**

\* \* \* \* \*

**WHEREAS**, in order to accept a contribution from the Northeast Independent School District (NEISD) in the amount of \$135,227.00 for the construction and installation of a traffic signal at the intersection of Roan Park and Evans Road, the City of San Antonio must enter into an Interlocal Agreement with NEISD; and

**WHEREAS**, in Fiscal Year 2007, through the traffic signal warranting process, Public Works staff determined that a traffic signal was warranted and recommended at the intersection of Roan Park and Evans Road with an estimated installation cost of \$146,500.00 which was consequently funded through the FY 2008 General Fund Budget; and

**WHEREAS**, in order to ensure the efficient operation of this traffic signal, Public Works staff determined that median modifications would be necessary to provide for a left turn bay on eastbound Evans Road onto Roan Park; and

**WHEREAS**, Public Works staff estimated the cost of the median work at \$123,955.00 which brought up the total installation cost to \$270,455.00 for the signal and the median modifications; and

**WHEREAS**, the Northeast Independent School District (NEISD) has agreed to fund half of the total construction costs for this traffic signal installation; **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 an Interlocal Agreement with NEISD to accept a contribution in the amount of \$135,227.00 for the installation of a traffic signal and necessary median work at the intersection of Roan Park and Evans Road. A copy of said Agreement is attached hereto and incorporated herein as **Attachment I**.

**SECTION 2.** Funds generated by this Ordinance will be deposited into Fund 11001000 General Fund, Internal Order 223000000158 Traffic Recovery of Expenditures, General Ledger 6301120 Recovery of Current Year Expenditures.

**SECTION 3.** The sum of \$135,227.00 (funds referenced in section 1) are appropriated in Fund 11001000 Cost Center 2312050001 Traffic Signal Construction General Ledger 5201040 Fees to Professional Contractors.

**SECTION 4.** Payment not to exceed \$135,227.00 is authorized payable to SAECO for construction services.

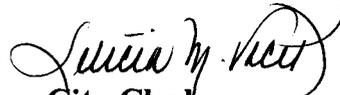
**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This Ordinance shall be effective ten days from the date of passage.

**PASSED AND APPROVED this 19th day of June, 2008.**



**PHIL HARDBERGER**

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
City Attorney



Request for  
**COUNCIL  
ACTION**



**Agenda Voting Results - 78**

<b>Name:</b>	9, 16, 17, 18, 19, 21, 24, 25, 26, 27, 31, 32, 33, 34, 41, 42, 43, 44, 45, 46, 48, 49, 50, 52, 55, 56A, 56B, 57, 58, 59, 61, 62, 66, 68, 69, 70, 72, 73, 75, 76, 78, 80, 81A, 81B, 81C, 81D, 81E, 81F, 81G, 81H, 81I, 81J
<b>Date:</b>	06/19/2008
<b>Time:</b>	02:48:38 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing the execution of a Interlocal Agreement with the Northeast Independent School District and accepting \$135,227.00 from the School District for the construction and installation of a traffic signal, at the intersection of Roan Park and Evans Road, located in Council District 9 and appropriating funds in the amount of \$135,277.00. [Sharon De La Garza, Assistant City Manager; Majed Al-Ghafry, Director, Public Works]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10	x					

**INTERLOCAL FUNDING AGREEMENT FOR  
INSTALLATION OF TRAFFIC SIGNAL  
AND RELATED IMPROVEMENTS**

This Agreement ("Agreement") is entered into to be effective as of the \_\_\_ day of \_\_\_ 200\_, by and between the City of San Antonio ("City"), a municipal corporation, and the Northeast Independent School District, a Texas independent school district, (hereinafter referred to as "NEISD"), both of which may be referred to herein collectively as the "Parties".

**WHEREAS**, the City, through the proper warranting procedures, has determined that a traffic signal is warranted and recommended at the intersection of Roan Park and Evans Road; and

**WHEREAS**, NEISD is an Independent School District operating an elementary school which is accessed at the intersection of Roan Park and Evans Road and will be benefited by this Agreement; and

**WHEREAS**, City Council has approved funding for this transportation improvement through the use of General Operating Budget funds;

**NOW, THEREFORE**, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. THE PROJECT**

NEISD shall contribute certain funding and City shall construct the Project. City and NEISD, subject to the terms hereof, shall provide their respective contributions referred to herein as each Party's Contribution (as defined below).

**II. OBLIGATIONS OF PARTIES**

**A. NEISD OBLIGATIONS.**

1. NEISD shall provide to City the sum of one hundred thirty-five thousand, two hundred and twenty-seven and no/100 dollars (\$135,227.00.), the "NEISD Contribution", payable to the CITY upon passage of the Ordinance approving execution of this Agreement.

**Attachment I**



**B. CITY OBLIGATIONS.**

1. City shall provide funding for the construction of the intersection traffic signal and associated intersection improvements in the amount of two hundred seventy thousand, five hundred and forty-five and no/100 dollars (\$270,545.00). City shall construct the Project, which shall include, without limitation, the following:
  - a. The installation of a traffic signal light at the intersection of Roan Park and Evans Road;
  - b. The completion of intersection improvements to include the installation of a left turn bay;
  - c. Signage and markings associated with the transportation improvements;
  - d. Traffic controls during construction;
  - e. All maintenance work following Project completion.

**III. MISCELLANEOUS**

1. Any modifications to this Agreement must be in writing, and signed by each signatory hereof or its successor or they shall not be binding upon any of the parties hereto.
2. If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
3. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of all other parties hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees.
4. Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the parties or otherwise.

5. This Agreement and the exhibits hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the Project.
6. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties shown below:

**IF TO THE CITY:**

City of San Antonio  
ATTN: CITY ATTORNEY  
PO Box 839966  
San Antonio, Texas 78283-3966  
FACSIMILE: (210) 207-4217

**IF TO PRIVATE PARTY:**

Northeast Independent School District  
ATTN: BRIAN GOTTARDY, ED.D.  
8961 Tesoro, Suite 602  
San Antonio, Texas 78217

AND

**WITH A COPY TO:**

City of San Antonio  
Department of Public Works  
Director's Office  
Municipal Plaza Building, 6<sup>th</sup> Floor  
PO Box 839966  
San Antonio, Texas 78283-3966  
FACSIMILE: (210) 207-4406

7. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, Texas.
8. The parties hereto agree they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate the purpose of this Agreement.
9. Each signatory hereof represents to the other parties to this Agreement that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to the terms hereof. Authority on behalf of the City is limited to the terms as set out in the relevant ordinance.
10. In the event it should ever become necessary for any party to retain the services of any attorney to enforce its rights hereunder against any other party(ies) hereto, then, should such party prevail, to shall be entitled to recover, in addition to any other damages and

awards to which it may be entitled, its reasonable attorneys' fees from the defaulting party(ies).

11. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

**CITY**

**CITY OF SAN ANTONIO,**  
a Texas Municipal Corporation

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
LETICIA VACEK  
City Clerk

**NORTHEAST INDEPENDENT SCHOOL  
DISTRICT**  
a Texas Independent School District

By: Beth Plummer  
Title: Beth Plummer, Board President

ATTEST:

Sandy Hughey  
Sandy Hughey, Board Secretary

Ordinance No. \_\_\_\_\_



**CITY OF SAN ANTONIO**  
**Request for Council Action**

Agenda Item # 78  
Council Meeting Date: 6/19/2008  
RFCA Tracking No: R-3194

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**DEPARTMENT:** Public Works

**DEPARTMENT HEAD:** Majed A. Al-Ghafry

**COUNCIL DISTRICT(S) IMPACTED:**  
Council District 9

**SUBJECT:**  
Agreement with NEISD to fund traffic signal installation

**SUMMARY:**  
An ordinance authorizing the City Manager or her designee to execute an Interlocal Agreement with the Northeast Independent School District (NEISD) accepting a contribution in the amount of \$135,227.00 for the construction and installation of a traffic signal at the intersection of Roan Park and Evans Road in Council District 9.

**BACKGROUND INFORMATION:**  
In Fiscal Year 2007, through the traffic signal warranting process, Public Works staff determined that a traffic signal was warranted and recommended at the intersection of Roan Park and Evans Road with an estimated installation cost of \$146,500.00. This location was consequently funded through the FY 2008 General Fund Budget. In order to ensure the efficient operation of this traffic signal, Public Works staff determined that median modifications would be necessary to provide for a left turn bay on eastbound Evans Road onto Roan Park. The cost of the median work was estimated at \$123,955.00. This brought up the total installation cost to \$270,455.00 for the signal and the median modifications. The traffic signal and median work has been completed and the traffic signal was activated the week of June 9, 2008.

The Northeast Independent School District (NEISD) has agreed to fund half of the total construction costs for this traffic signal installation. This ordinance authorizes the execution of an interlocal agreement accepting reimbursement funds in the amount of \$135,227.00 from NEISD.

**ISSUE:**  
This ordinance authorizes an Interlocal Agreement with NEISD to accept a contribution in the amount of \$135,227.00 for the installation of a traffic signal and necessary median work at the intersection of Roan Park and Evans Road.

**ALTERNATIVES:**

An alternative would be not to accept the reimbursement funds from NEISD and absorb all costs associated with the traffic signal installation.

**FISCAL IMPACT:**

No additional funds are required to complete the signal installation or median work.

**RECOMMENDATION:**

Approval of executing an Interlocal Agreement with (NEISD) accepting a contribution in the amount of \$135,227.00 for the installation of a traffic signal at the intersection of Roan Park and Evans Road.

**ATTACHMENT(S):**

File Description	File Name
<a href="#">NEISD Agreement</a>	NEISD Traffic Signal - ILA.pdf
<a href="#">Voting Results</a>	
<a href="#">Ordinance/Supplemental Documents</a>	200806190617.pdf

**DEPARTMENT HEAD AUTHORIZATIONS:**

Majed A. Al-Ghafry Director Public Works

**APPROVED FOR COUNCIL CONSIDERATION:**

Sharon De La Garza Assistant City Manager