

AN ORDINANCE 2017-12-14-0994

**AUTHORIZING THE EXECUTION OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) IN THE AMOUNT OF \$500,000.00 PAYABLE TO TXDOT FOR THE CONSTRUCTION OF THE 1604/BULVERDE ROAD TURNAROUNDS, A 2017-2022 GENERAL OBLIGATION BOND FUNDED PROJECT, LOCATED IN COUNCIL DISTRICT 10.**

\* \* \* \* \*

**WHEREAS**, on May 6, 2017, voters approved the \$850 million 2017 - 2022 General Obligation Bond Program which allocated \$500,000.00 for the construction of the 1604/Bulverde Road Turnarounds; and

**WHEREAS**, this Project is in coordination with a \$12 million TxDOT funded project assisting in the construction of the needed turnarounds that will positively impact 1.7 miles of roadway between Loop 1604 (Redland Road and Bulverde Road); and

**WHEREAS**, improvements include constructing the turnarounds as well as providing operational improvements with the reconfiguration of the entrance and exit ramps on Loop 1604 with construction anticipated to begin in July 2018 and estimated for completion in January 2020; and

**WHEREAS**, this Ordinance authorizes the execution of an Advanced Funding Agreement between the City of San Antonio and TxDOT in the amount of \$500,000.00 payable to TxDOT for the construction of the 1604/Bulverde Road Turnarounds located in Council District 10; and

**WHEREAS**, this is a one-time capital improvement expenditure in the amount of \$500,000.00 payable to the Texas Department of Transportation as part of the Advanced Funding Agreement for the construction of the 1604/Bulverde Road Turnarounds Project, available from the 2017-2022 General Obligation Bond Program and included in the FY 2018-2023 Capital Improvement Program Budget; **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 Advance Funding Agreement with Texas Department of Transportation in the amount of \$500,000.00 for the construction of the 1604/Bulverde Road Turnarounds, a 2017-2022 General Obligation Bond funded Project. The Advance Funding Agreement is attached hereto as **ATTACHMENT 1** and is incorporated herein for all purposes.

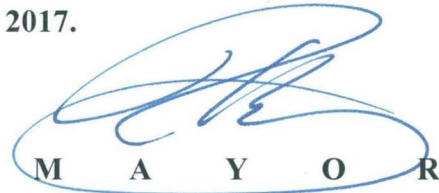
**SECTION 2.** Payment in the amount of \$500,000.00 in SAP Fund 45099000, General Obligation Capital Project, SAP Project Definition 23-01558, 1604/Bulverde Road Turnarounds, is authorized to be encumbered and made payable to Texas Department of Transportation, for construction services. Payments for services are contingent upon the availability of funds and the

sale of future City of San Antonio, General Obligation Bonds in accordance with the adopted capital budget. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

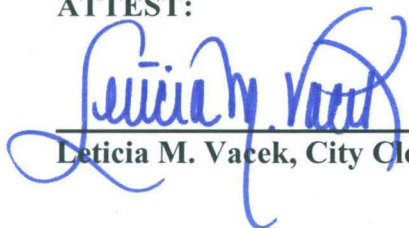
**SECTION 4.** This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

**PASSED and APPROVED this 14<sup>th</sup> day of December, 2017.**



M A Y O R  
Ron Nirenberg

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>14</b>						
<b>Date:</b>	12/14/2017						
<b>Time:</b>	01:32:32 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the execution of an Advanced Funding Agreement between the City of San Antonio and the Texas Department of Transportation in the amount of \$500,000.00 payable to the Texas Department of Transportation for the construction of the 1604/Bulverde Road Turnarounds, a 2017-2022 General Obligation Bond funded Project, located in Council District 10. [Peter Zaroni, Deputy City Manager; Mike Frisbie, Director, Transportation & Capital Improvements]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1	x					
William Cruz Shaw	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7	x					
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x			x	

# **ATTACHMENT 1**

**ITEM NO. 14**  
**FILE NO. 17-6091**



# ATTACHMENT 1

STATE OF TEXAS §

COUNTY OF TRAVIS §

## LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT ON SYSTEM PROJECTS WITH NO REQUIRED MATCH

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of San Antonio, acting by and through its duly authorized officials, called the "Local Government."

### WITNESSETH

**WHEREAS**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Texas Transportation Commission Minute Order Number 114670 authorizes the State to undertake and complete a highway improvement generally described as the reconfiguration of ramps, construct turnarounds at Bulverde Road and operational improvements on Loop 1604 from Redland Road to Bulverde Road; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the reconfiguration of ramps, construct turnarounds at Bulverde Road and operational improvements on Loop 1604 from Redland Road to Bulverde Road, called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**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, the State and the Local Government do agree as follows:

### AGREEMENT

#### 1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

#### 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment



CSJ # 2452-03-118  
District # 015-SAT  
Code Chart 64 # 37450  
Project: Loop 1604 from Redland  
Road to Bulverde Road  
Not Research and Development

Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

### **3. Payment of Funds**

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The Local Government may elect to utilize the States Automated Clearing House (ACH) system for Electronic Transfer of funds to the Texas Comptroller of Public Accounts Federal Reserve Clearing Account, in lieu of a check or warrant. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

### **4. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **5. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **6. Responsibilities of the Parties**

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

### **7. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### **8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and

CSJ # 2452-03-118  
 District # 015-SAT  
 Code Chart 64 # 37450  
 Project: Loop 1604 from Redland Road to Bulverde Road  
 Not Research and Development

specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Cost**

Increased cost will be under the conditions as provided for in the MAFA, without exception.

**10. Maintenance**

Project maintenance will be under the conditions as provided for in the MAFA, without exception.

**11. Termination**

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**12. Notices**

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

<p><b>Local Government:</b></p> <p>Assistant City Manager          City of San Antonio          PO Box 839966          San Antonio, Texas 78283-3966</p>	<p><b>State:</b></p> <p><u>Legal Documents</u>          Director of Contract Services          Texas Department of Transportation          125 E. 11<sup>th</sup> Street          Austin, Texas 78701</p> <p><u>Billing and Inquiries</u>          Director of Transportation Planning and Development          Texas Department of Transportation          4615 NW Loop 410          San Antonio, Texas 78229</p>
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**13. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**14. Amendments**

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**15. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement.



CSJ # 2452-03-118  
District # 015-SAT  
Code Chart 64 # 37450  
Project: Loop 1604 from Redland  
Road to Bulverde Road  
Not Research and Development

Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.



CSJ # 2452-03-118  
District # 015-SAT  
Code Chart 64 # 37450  
Project: Loop 1604 from Redland  
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Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Date

CSJ #2452-03-118  
District # 015-SAT  
Code Chart 64 # 37450  
Project: Loop 1604 from Redland  
Road to Bulverde Road  
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**Attachment A**  
**PAYMENT PROVISION AND WORK RESPONSIBILITIES**

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government will provide a fixed amount of \$500,000.00 to the State for the Project. The State will be responsible for project overruns.