

Texas Department of Transportation

TECHNICAL PROVISIONS

FOR

LOOP 1604 WESTERN EXTENSION

Design-Build Project

ATTACHMENT 5-1

MUNICIPAL MAINTENANCE AGREEMENT

OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS

April 26, 2013

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE
INSTALLATION AND REIMBURSEMENT FOR THE
OPERATION AND MAINTENANCE OF
TRAFFIC SIGNALS WITHIN A MUNICIPALITY**

THIS AGREEMENT is made by and through the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of San Antonio, hereinafter call the "City," acting by and through its duly authorized officers, as evidenced by Resolution/Ordinance No. _____, executed on _____, hereinafter acknowledged by reference.

WITNESSETH

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the 8th day of August, 1974, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, in accordance with Texas Administrative Code: Title 43 Texas Administrative Code Section 25.5, on the 27th day of May, 1987, the State Highway and Public Transportation Commission, now the Texas Transportation Commission, passed Commission Minute Order No. 85777, authorizing the State to install, operate, and maintain traffic signals on:

- (a) highway routes not designated as full control of access inside the corporate limits of cities, having a population less than 50,000 (latest Federal Census); and
- (b) highways designated as full control of access in all cities; and

WHEREAS, the City has a population of (more/less) than 50,000 population according to the latest Federal Census; and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on Exhibit 3.

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:

AGREEMENT

Article 1. CONTRACT PERIOD

This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period on one year from the date of final execution by the State and shall

be automatically renewed annually for a one year period, unless modified by mutual agreement of both parties, or terminated as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

- A.** The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notion:
- "Attachment No. _____ to "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality," dated _____. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."
- B.** All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES

- A.** The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed as specified in Exhibit 2, "Traffic Signal Maintenance and Operations Provisions."
- B.** The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1, and the State will reimburse the City at the flat rate shown in Exhibit 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.
- C.** The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 2.
- D.** The City shall maintain at least one log of all emergency calls and all routine maintenance.
- E.** Routine maintenance will be performed by the City as specified in Exhibit 2.

Article 4. COMPENSATION

- A.** The maximum amount payable under this Agreement is \$ 592,759.20 per year.
- B.** Calculations for the above lump sum amount shall be shown in Exhibit 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.
- C.** A copy of Exhibit 4 is attached hereto and made a part of this agreement. The State will provide notification as to the date upon which the City assumes the operations and maintenance of individual locations. Compensation to the City will be pro-rated based on the number of months an individual location is operated and maintained by the City.
- D.** The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. PAYMENT

- A.** The State agrees to reimburse the City at the flat rate shown in Exhibit 3 for maintenance and operations costs for the traffic signals described in Exhibit 1. The City shall submit to the State Form 132, "Billing Statement," or an invoice statement acceptable to the State on a (monthly/quarterly/annual) basis. An original Form 132 or acceptable invoice and four copies shall be submitted to the following address:
Texas Department of Transportation
P.O.. Box 29928
San Antonio, TX 78229-0928
- B.** The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.
- C.** The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.
- D.** Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.
- E.** Payment for the addition or deletion of a traffic signal installation shall be made by supplemental agreement.

Article 6. 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 7. TERMINATION

- A.** This Agreement may be terminated by any of the following conditions:
- (1) By mutual agreement and consent of both parties.
 - (2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation services for those traffic signal installations which the City has agreed to maintain and operate.
 - (3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.
 - (4) By the City upon one hundred twenty (120) days written notice of the State.
- B.** In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. SUBLETTING

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. AMENDMENTS

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

Article 10. SUCCESSORS AND ASSIGNS

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

Article 11. LEGAL CONSTRUCTION

In the 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 12. 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.

Article 13. DOCUMENTS At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 14. PRIOR AGREEMENTS SUPERSEDED

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

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of the agreement.

THE CITY OF SAN ANTONIO

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director 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.

By _____ Date _____
District Engineer

EXHIBIT 1

Contract No. 15-0XXF6001

Locations, Original Agreement

IH 10 FRONTAGE ROADS & WURZBACH RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & HUEBNER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRDS (QUINCY) @ N. ST. MARY'S ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRDS (ELMIRA) @ N. ST. MARY'S ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 EXIT RAMP & AVENUE "A" / JOSEPHINE ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS & DURANGO BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 EAST FRONTAGE ROAD & MARKET/ MONTANA ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS & COMMERCE ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB EXIT & LOOP 353 (NOGALITOS ST.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 90 EB EXIT & ZARZAMORA ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 90 EB FRONTAGE ROAD & LOOP 353 (NOGALITOS ST.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB FRONTAGE ROAD & HOUSTON ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB FRONTAGE ROAD & COMMERCE ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB FRONTAGE ROAD & BUENA VISTA ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB FRONTAGE ROAD & NUEVA ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB FRONTAGE ROAD & DURANGO BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 SB FRONTAGE ROAD & GUADALUPE ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROAD & FM 1976 (WALZEM RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & DE ZAVALA RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & US 87 (RIGSBY AVENUE)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

Locations, Supplemental Agreement No. 1

IH 10 FRONTAGE ROADS & HOUSTON ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & SBC CENTER PARKWAY	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & BITTERS RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & FM 471 (CULEBRA RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

Locations, Supplemental Agreement No. 2

IH 10 EB FRONTAGE ROAD & N. LOOP 1604 W. FRONTAGE RDS.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 WB FRONTAGE ROAD & N. LOOP 1604 W. FRONTAGE RDS.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & KYLE SEALE PKWY	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & RED LAND RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & HUEBNER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 EB FRONTAGE ROADS & BOERNE STAGE RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 WB FRONTAGE ROADS & BOERNE STAGE RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & TOEPPERWEIN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROAD & PROBANDT ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & NEW BRAUNFELS AVENUE	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

EXHIBIT 1

Contract No. 15-0XXPF6001

IH 10 EB FRONTAGE ROADS & GEVERS ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 EB FRONTAGE ROADS & MARTIN LUTHER KING BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & LA CANTERA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 EB FRONTAGE ROADS & PECAN VALLEY DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS & PECAN VALLEY DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & SH 16 N. (BANDERA RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & BITTERS / ROGERS RANCH	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & WISEMAN BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & BULVERDE RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & AIRPORT	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & JONES MALTSBERGER RD. S.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & VANCE JACKSON RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & WEST AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & FRESNO	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & HILDEBRAND AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & FM 2252	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & SAN PEDRO	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & NACOGDOCHES RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & HARRY WURZBACH RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & STARCREST DRIVE	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & PERRIN BETTEL RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & BROADWAY ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & JONES MALTSBERGER RD. N.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & TERMINAL DRIVE	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & JONES MALTSBERGER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & INGRAM RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & EVERS RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS & S. NEW BRAUNFELS AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & THEO / MALONE AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & DIVISION AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & SOUTHCROSS BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & LOOP 13 (MILITARY DR.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & ZARZAMORA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & FOSTER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & ACKERMAN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & SPUR 421 (CULEBRA RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & SPUR 422 (PALO ALTO RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & FM 1560 (HAUSMAN RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & CAMP BULLIS RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

EXHIBIT 1

Contract No. 15-0XXF6001

IH 35 FRONTAGE ROADS & WALTERS	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS & LOOP 13	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & FM 1346	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & SH 151	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & LOOP 345	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & LOOP 345	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & CALLAGHAN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & BABCOCK RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & VALLEY HI DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & FM 2536	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS SW & SPUR 422 / SH 16	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & FM 2696	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & CALLAGHAN Rd.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & WALTERS	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & NEW BRAUNFELS AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & FM 78 (OLD SEGUIN RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & BINZ-ENGELMAN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & RITTIMAN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & McCULLOUGH AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS & FAIR AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & MILITARY DR. W. (INSIDE IH 410)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & STONE OAK PARKWAY	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 90 FRONTAGE ROADS & LOOP 13	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 / IH 37 FRONTAGE ROADS & MARTIN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
PECOS / MARTIN & SAN SABA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & OLD HWY 90	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & CALLAGHAN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & INGRAM RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & FM 1957	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

EXHIBIT 1

Contract No. 15-0XXF6001

Locations To Be Considered For Future Conveyance

LOOP 1604 FRONTAGE ROADS & LOCKHILL-SELMA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & JONES MALTSBERGER RD. W.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & GOLD CANYON	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & CULLEBRA RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & FRIO / POPLAR	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & CHERRY RIDGE	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & VANCE JACKSON RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & JACKSON KELLER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & EISENHAEUER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & FM 78	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & SOUTHCROSS BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & S. PRESA (SPUR 122)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & ROOSEVELT (US 281 @ SP 536)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & MEDINA BASE RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & MARBACH RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & MILITARY DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & SPUR 53	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & FRED. RD. / WOODLAWN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & COLORADO ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & MEDICAL DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 FRONTAGE ROADS & CINCINNATI	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & ALAMO ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & LAREDO @ CEVALLOS ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & JUDSON RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & O'CONNOR RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & WEIDNER RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & STARLIGHT TERRACE	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & MAIN ENTRANCE TO BAMC	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 90 FRONTAGE ROADS & ACME RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 90 FRONTAGE ROADS & SW 36 TH ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 90 FRONTAGE ROADS & CUPPLES RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SPUR 371 & CUPPLES RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & HUNT LANE	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & MILITARY DR W (OUTSIDE IH 410).	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & WESTOVER HILLS	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 E. FRONTAGE ROADS & ROLAND ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 10 E. FRONTAGE ROADS & W.W. WHITE RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

EXHIBIT 1

Contract No. 15-0XXXF6001

US 281 FRONTAGE ROADS & DONELLA DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & THOUSAND OAKS	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & BROOKHOLLOW	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & WINDING WAY DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & NAKOMA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & RHAPSODY DR.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & ISOM RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & HILDEBRAND	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & MULBERRY AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & N. ST. MARY'S ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & LOOP 1604	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & SH 151 N.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & SH 151 S.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 151 FRONTAGE ROADS & PINN RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & BABCOCK RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & JOHN PEACE @ LA CANTERA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FR.s & CHASE HILL @WALTER BRENNAN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
LOOP 1604 FRONTAGE ROADS & FM 2696 (BLANCO RD.)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & CAMERON @ SANTA ROSA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & N. FLORES	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & SAN PEDRO	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & MAIN AVE.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & LEXINGTON	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & McCULLOUGH	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
QUINCY & BROOKLYN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
ELMIRA & N. FLORES	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
ELMIRA & SAN PEDRO	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
ELMIRA & MAIN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
ELMIRA & LEXINGTON	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
ELMIRA & McCULLOUGH	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
ELMIRA & BROOKLYN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & McCULLOUGH (NB EXIT RAMP)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 35 FRONTAGE ROADS & BROOKLYN	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 37 FRONTAGE ROADS (ELM STREET) & HOUSTON ST.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & SONTERRA BLVD. (WEST)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & SONTERRA BLVD. (EAST)	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
US 281 FRONTAGE ROADS & SUNSET RD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
IH 410 FRONTAGE ROADS & MOURSUND BLVD.	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER
SH 16 @ ZARZAMORA	DIAMOND INTERCHANGE, TRAFFIC SIGNALS WITH ONE CONTROLLER

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Replace LED lamp units of all highway traffic signal heads at the expiration of the average rated lamp life (average 5 yr.) or replace the lamps on a burn out basis.
11. Repair or replace any and all equipment that malfunctions or is damaged.
12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.
13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day,

including Saturdays, Sundays, and holidays.

14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.

15. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.

16. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.

17. Document all checks and corrective actions in a separate log book for each intersection.

18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation.

19. In metropolitan cities where the Texas Department of Transportation has installed a fiber optic communications network, and a connection to the traffic signal controller is available, the Texas Department of Transportation will provide a communications connection from the traffic signal controller to the Traffic Operations Center.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods on nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway mainlanes.

Power costs shall be billed directly to the State.

EXHIBIT 3

Actuated Signals at conventional intersections and at Tee intersections shall be reimbursed at _____ per intersection per year.

Calculations:

Fixed Time Signal shall be reimbursed at _____ per intersection per year.

Calculations:

Diamond Interchange Signals with one controller shall be reimbursed at \$3106.97 per intersection per year.

Calculations: $178 \times \$3,106.97 = \$553,040.66$

Diamond Interchange Signals with two or more controllers shall be reimbursed at _____ per intersection per year.

Calculations:

Sign Mounted Flashers shall be reimbursed at _____ per unit per year.

Calculations:

Overhead Flashing Beacons shall be reimbursed at _____ per intersection per year.

Calculations:



EXHIBIT 4

Texas Department of Transportation

P. O. BOX 29928 • SAN ANTONIO, TEXAS 78229-0928 • (210) 615-1110

_____(Date)_____

Mr. Majed Al-Ghafry, P.E.
Director of Public Works
City of San Antonio
P. O. Box 839966
San Antonio, TX 78283-3966

RE: Agreement for the Installation and Reimbursement
for the Operation and Maintenance of Traffic Signals
Within a Municipality

Dear Mr. Al-Ghafry:

Please note that at the intersections listed below construction is complete. TxDOT is releasing the signals to the City of San Antonio for operation and maintenance.

Beginning on _____, payment in the amount of \$258.915 per month will be reimbursed to you for the remainder of this fiscal year, and for each month following.

Thank you for your attention regarding this matter. If you have any questions, please feel free to contact me at (210) 615-6134.

Sincerely,

Ricardo Castañeda, P.E.
Director of Operations

Enclosures

cc: Ms. Lilly Banda, P.E., PTOE, Traffic Signal Engineer, City of San Antonio
Mr. Curtis Rabenaldt, Traffic Systems Admin., Texas Dept. of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 8th day of August, 1974,

by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of San Antonio, Bexar County, Texas (population 654,153, 1970 Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to assist in the maintenance of State Highway Routes within such city; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision, and regulation of State Highway Routes 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:

A G R E E M E N T

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:

317
302

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - a. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - b. All State Highway routes or portions thereof which have been designated by the Texas Highway Commission 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. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the City to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.
3. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State. Either party initiating any action that will change the present system of State Highway Routes shall notify the other party in writing of the proposed changes at least 30 days prior to taking any official action concerning the change.

GENERAL CONDITIONS

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.

2. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein. This agreement shall supersede such existing agreements only in respect to points of conflict except for the City's maintenance responsibilities listed in Item 8. A. in the Municipal Construction and Maintenance Agreement between the City and State for Spur 371 dated May 28, 1964.
3. Traffic regulations including speed limits on State Maintained Controlled and Non-Controlled Access Highways will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.
4. It is mutually agreed that, subject to review by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and State.
5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
6. The City shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed in Vernon's Texas Civil Statute 6701d-11 for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance 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 street and/or for traffic safety.
7. The City shall control encroachments within the right of way of highway routes as enumerated below. These encroachments shall include the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way.
 - a. No encroachment of any type shall be permitted within the right of way of controlled access highways.
 - b. No encroachment of any type shall be permitted within the right of way of highways built on new location which involve the expenditure of Federal Funds.

- c. No encroachment of any type shall be permitted within the right of way of non-controlled access highways designated as within undeveloped areas as shown on Exhibit "A".
 - d. The City shall control encroachments within the right of way of non-controlled access highways designated as within developed areas as shown on Exhibit "A" by permits issued by the City under the provisions of Sections 34-30, 34-38, and 34-39 of the City Code of San Antonio, Texas.
8. The City agrees that traffic control devices, such as signs, traffic signals and pavement markings, in respect to type of device, points of installation, and necessity will be fixed by agreement with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of 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 utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that future traffic signals installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.
 9. The City agrees to continue its responsibility for proper construction, maintenance and location of driveway facilities on non-controlled access highways in accordance with standards and specifications for the design, construction and maintenance details mutually agreed upon by the City and the State. The City also agrees that the Texas Highway Department will have jurisdiction over driveway and access permits involving frontage roads of controlled access highways.
 10. It is understood that the use of unused right of way and areas beneath structures will be as determined by a separate agreement.
 11. The City agrees that no additional openings or reduction in length of existing concrete medians will be permitted unless it is by mutual consent of the City and the State. In the event conditions develop that warrant mutual consent and approval of additional openings, any such openings shall be developed in accordance with the conditions, recommendations, and typical design as set forth in the report compiled by the joint committee of representatives of

the Texas Municipal League and the Texas Highway Department on "Median Practices on Highway Routes on City Streets", dated April, 1960.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.
2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, speed limit signs, stop or yield signs that control the flow of traffic on State Highway routes, city limit signs, warning signs, centerline, lane line and no-passing barrierline stripes, painted or button medians or islands, edge lines, and such other pavement markings considered necessary for direction of traffic. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.
3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter, and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".
4. Assist in snow and ice control as availability of labor and equipment will allow.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Install and maintain all parking restriction signs, school signs and markings, pedestrian crosswalks, parking stripes and special guide signs when agreed to by the State. Signing and marking of intersecting city streets to State Highway Routes will be the full responsibility of the City.
3. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.

4. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

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. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

1. Maintain the traveled surface of the through lanes, ramps and frontage roads and those things 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.
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 separation structures or roadways.
5. Erect and maintain all signs and markings necessary to warn, guide or regulate traffic within the entire right of way except as shown below as City's Duties. This does not include city streets which cross State Highway Routes that do not interchange with the facility.
6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

1. Restrict parking on frontage roads to parallel parking on one side

only, except where necessary to prohibit all parking on frontage roads, and prohibit all parking on mainlanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking. Exceptions or additional parking restrictions will only be made at the request of, or written permission from the State.

2. Erect and maintain all street name signs back of frontage road curb or edge of pavement, school signs and school crosswalks on frontage roads.
3. Pass and enforce and ordinance providing for one way traffic on the frontage roads except as may be otherwise agreed to by separate agreement with the State.
4. 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 practicable.
5. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures,

the City of San Antonio on the 8th day of August 19 74, and the Highway Department on the 13th day of August 19 74.

ATTEST:

JH Saulman
City Clerk

CITY OF San Antonio
BY [Signature]
City Manager
(Title of Signing Official)

APPROVAL RECOMMENDED:

[Signature]
District Engineer, District 15
[Signature]
Engineer of Maintenance

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission.

By: [Signature]
Chief Engineer of Maintenance Operations

AUTHORITY FOR EXECUTION IS ACCOMPLISHED UNDER MINUTE ORDER NO. 07022

Note: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. Developed Areas *inside City of San Antonio*

Rigsby Ave

South Press Rd

New Laredo Hwy

Old Bearsall Rd

Military Hwy

Military Hwy

Bandera Hwy

Fredricksburg Rd

Austin Hwy

Austin Hwy

San Jose Mission

1. U.S. 87: From Jct I.H. 10 to Jct I.H. 410 East
(Base & Surface)

2. Spur 122: From Jct Loop 13 to Jct I.H. 410 Southeast
(Base & Surface)

3. U.S. 281: From Jct I.H. 35 (at Alamo Street) to Jct I.H. 410 South
(Base & Surface)

now named Spur 536 - Roosevelt Dr.

4. Loop 353: From Jct I.H. 35 South to South City Limit, San Antonio
(Base & Surface)

5. F.M. 2536: From Jct Loop 13 to Jct I.H. 410 Southwest
(Base & Surface)

6. Loop 13: From North City Limit, San Antonio (at Five Palms Drive) to
West Limit, Kelly AFB (at Leon Creek)
(Base & Surface)

7. Loop 13: From East Limit, Kelly AFB (at SP Railroad) to Jct I.H. 10 East
(Base & Surface)

8. Spur 421: From South City Limit, Leon Valley, to Jct I.H. 10 North
(Base & Surface)

9. Loop 345: From South City Limit, Balcones Heights, to Jct I.H. 10 North
(Base & Surface)

10. Loop 368: From Jct I.H. 35 to South City Limit, Alamo Heights
(Base & Surface)

11. Loop 368: From North City Limit, Terrell Hills, to Walzem Road
(Base & Surface)

12. PR 39: From Jct U.S. 281 to 0.10 mile East
(Base & Surface)

13. South Laredo Street: From I.H. 35 at Cevallos Street to South Alamo Street
(Base & Surface)

frontage road for IH 35 NB

14. Pecos Street: From Guadalupe Street to near Perez Street
(Base & Surface)

frontage road for IH 35 SB

15. Elmira Street: From North Flores Street to St. Mary's Street
(Base & Surface)
↑ frontage road for IH 35 SB
16. Quincy Street: From I.H. 10 to ~~St. Mary's Street~~ Newell St.
(Base & Surface)
↑ frontage road for IH 35 NB
17. Brady Boulevard: From Cupples Road to U.S. 90 Westbound Exit Ramp
(Base & Surface)
↑ frontage road for US 90 WB
18. Harriman Place: From Charlotte Street to Nogalitos Street
(Base & Surface)
↑ frontage road for US 90 WB
19. Kirk Place: From DeSoto Street to Nogalitos Street
(Base & Surface)
↑ frontage road for US 90 EB

B. Undeveloped Areas - *inside City of San Antonio*

1. U.S. 87: From Jct I.H. 410 East to East City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
2. U.S. 181: From Jct Spur 122 Southeast to South City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
3. U.S. 281: From Jct I.H. 410 South to South City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Old Pearsall Rd.* 4. F.M. 2536: From Jct I.H. 410 West to West City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Petranco Rd.* 5. ^{Fm} Spur 1957: From Jct I.H. 410 Northwest to Jct F.M. 1957
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Petranco Rd.* 6. F.M. 1957: From Jct Spur 1957 to Jct F.M. 471
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Drissmond Culebra Rd.* 7. F.M. 471: From Jct ^{SH 16} ~~F.M. 1957~~ to West City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Eckert Rd.* 8. F.M. 1517: From Jct S.H. 16 to Jct Huebner Road
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Loop 1604* 9. F.M. 1604: From West City Limit, San Antonio, West of S.H. 16 to East City Limit, San Antonio, East of S.P. Railroad
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Bandera Hwy.* 10. S.H. 16: From South City Limit, San Antonio, South of F.M. 1604 to North City Limit, San Antonio, North of F.M. 1604
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Friedrichsburg Rd.* 11. Loop 345: From Jct I.H. 410 North to Jct I.H. 10 North
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- NW Military* 12. F.M. 1535: From North City Limit, Castle Hills to North City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Blanco Rd.* 13. F.M. 2696: From Jct IH 410 to North City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)

Spur 537 (San Pedro Avenue)

US 281

14. U.S. 281: From Jct I.H. 410 to ~~North City Limit~~, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
15. F.M. 1604: From West City Limit, San Antonio (West of Trailcrest Drive) to East City Limit, San Antonio (At Redland Road)
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Nacodoches Rd.* 16. F.M. 2252: From Jct I.H. 410 North to North City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- S. Hausman Rd.* 17. F.M. 1560: From Jct F.M. 1604 to North City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Gilby - Sprawl Rd.* 18. F.M. 1976: From Jct I.H. 35 East to East City Limit, San Antonio
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- Legion Rd.* 19. F.M. 78: From Jct I.H. 410 East to West City Limit, Kirby
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)
- S. Ossa Rd.* 20. Spur 122: From Jct I.H. 410 Southeast to Jct U.S. 181
(Base, Surface, Sweeping, Mowing, Cleaning Litter and Maintenance of Roadway Ditches)

II. CITY MAINTAINED

1. U.S. 281 (San Pedro Avenue): From Jct I.H. 35 to Jct I.H. 410

no longer on our system.

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

1. STATE MAINTAINED

- A. I.H. 35: From So. City Limit, San Antonio to No. City Limit, San Antonio
- B. U.S. 90: From West City Limit, San Antonio to Jct I.H. 35
- C. I.H. 10: From No. City Limit, San Antonio to No. City Limit, Balcones Heights
- D. I.H. 10: From So. City Limit, Balcones Heights to Jct I.H. 35
- E. I.H. 10: From Jct I.H. 35 to East City Limit, San Antonio
- F. I.H. 37: From Jct I.H. 35 to South City Limit, San Antonio
- G. I.H. 410: From SE City Limit, San Antonio (At F.M. 2536) to West City Limit, Leon Valley
- H. I.H. 410: From East City Limit, Leon Valley to West City Limit, Castle Hills
- I. I.H. 410: From East City Limit, Castle Hills to Jct I.H. 35 North
- J. I.H. 410: From Southwest City Limit, San Antonio (West of Leon Creek) to Jct I.H. 35 North

Justin Hwy.

General Hudnell

Palo Alto Rd.

- K. Loop 368: From Walzem Road to Jct I.H. 35
- Spur 371: From Jct U.S. 90 to Kelly Air Force Base
- M. Spur 422: From Jct I.H. 35 South to South City Limit, San Antonio
- US 281 from IH 37 to north City limits