

AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED November 10, 1975 BETWEEN THE STATE OF TEXAS AND THE CITY OF WALLIS, FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY SIGNAL PROJECT(S) AT THE LOCATION(S) SHOWN ON EXHIBIT 1, ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF WALLIS; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WALLIS:

SECTION 1. That the certain agreement dated 11/10/75 between the State of Texas and the City of Wallis, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of Wallis, be and the same is hereby approved, and Jerry F. Sliva, Mayor is hereby authorized to execute said agreement on behalf of the City of Wallis, and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED: November 10, 1975

APPROVED: November 10, 1975

Jerry F. Sliva
Mayor

ATTEST:

Betty March
Secretary
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney



COMMISSION
REAGAN HOUSTON, CHAIRMAN
DEWITT C. GREER
CHARLES E. SIMONS

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
P. O. Box 1386
Houston, Texas 77001

ENGINEER-DIRECTOR
B. L. DEBERRY

December 18, 1975

IN REPLY REFER TO
FILE NO.

Austin County
Control 187-4
SH 36 and Legion Road

Hon. Jerry F. Sliva
Mayor, City of Wallis
P. O. Box 54
Wallis, Texas 77485

Dear Sir:

Attached for your records is a copy of the completed Traffic Signal Agreement executed to cover State installation, operation, and maintenance of "School - Speed Limit 35 MPH When Flashing" signs with flashing beacons at the subject location. This work will be acheduled for completion by State forces at an early date.

Yours very truly,

A handwritten signature in cursive script that reads "Omer F. Poorman".

Omer F. Poorman
District Engineer
District No. 12

Attachment

STATE OF TEXAS X

COUNTY OF TRAVIS X

This AGREEMENT, made this 10th day of November, 1975,
by and between the State of Texas, hereinafter called the "State", Party of the
First Part; and the City of Wallis, Austin County,
Texas, acting by and through its duly authorized officers under an ~~Ordinance~~^{Ordinance}~~Resolution~~^{Resolution}
passed the 10th day of November, 1975, hereinafter called the
"City", Party of the Second Part:

W I T N E S S E T H :

WHEREAS, the City has authorized the installation, operation, and
maintenance of highway traffic signal(s) by ~~Ordinance~~^{Ordinance}~~Resolution~~^{Resolution} passed on the 10th
day of November, 1975, at the location(s) shown on EXHIBIT 1, attached
hereto and made a part hereof, in the City:

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, as hereinafter set forth, it is agreed as follows:

1. The State will furnish the necessary funds for the actual con-
struction, prepare plans and specifications, install said highway traffic signal(s),
supervise construction, and upon completion of construction, will operate and
maintain said highway traffic signal(s).

2. The State will reimburse the City for the cost of the electrical energy used in operating the highway traffic signal(s) as measured by means of a meter installed to serve the highway traffic signal(s), or as determined by some method other than a meter which is mutually acceptable to all parties concerned.

The State's payment for the electrical energy shall be based on the minimum unit rate charged the City under the City's contract with the power agency supplying electrical energy to the City. In the event the electrical energy is supplied through a municipally owned electrical power generation system, the State's payment for the electrical energy shall be based on the minimum unit rate appearing in the City's commercial rate structure.

The City will forward the State two copies of its existing contract with the power agency for electrical energy, and thereafter as the existing or governing control is terminated and new contracts are executed.

All requests for payment for electrical energy shall be properly certified and submitted by the City to the District Engineer of the State Highway Department at P.O. Box 34458, Houston, Texas. ⁷⁷⁰³⁴ Such requests for payment shall be in accordance with forms prescribed by the State and shall be submitted at not less than monthly intervals. The City will maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this contract. When requested by the State the City will permit and assist in an audit by an auditor of the State Highway Department of this record or any other records of the City which pertain to the costs of electrical energy as covered by the terms of this agreement.

3. The City hereby consents to the construction of the highway traffic signal(s) shown on EXHIBIT 1 by the approval of the location and manner of construction as shown on plans and described in specifications attached hereto, marked EXHIBIT 2, and made a part hereof.

4. The City will exercise no control whatsoever over the operation, maintenance, use, or existence of the highway traffic signal(s) without written authority from the State Highway Engineer.

5. The State shall have the authority to make such changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient, and orderly movement of traffic.

6. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

7. In the event the terms of this Agreement are in conflict with the provisions of any other existing Agreements and/or Contracts between the City and the State, this Agreement shall take precedence over the other Agreements and/or Contracts.

AGREEMENT (TRAFFIC SIGNAL - TYPE 1A)

1-70-764, D-18T
File 18.126-3

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the day above stated.

ATTEST:

Betty Marek
Secretary for City

By Jerry F. Sliva
Mayor

"*(See Below)"

THE 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. 20104.
RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

[Signature]
General Attorneys for the City

[Signature]
District Engineer

Assistant Attorney General

[Signature]
Engineer of Traffic

"*Any reference herein to the Texas Highway Department, State Highway Engineer, or the State Highway Commission shall be construed as the State Department of Highways and Public Transportation, Engineer-Director, and the State Highway and Public Transportation Commission, respectively."

EXHIBIT 1
LOCATION(S)

SH 36 and Legion Road in Wallis

AGREEMENT (TRAFFIC SIGNAL - TYPE 1A)

1-70-764, D-18T
File 18.126-5

STATE OF TEXAS

COUNTY OF AUSTIN

I, BETTY MAREK, the duly appointed, qualified and acting city secretary of the City of Wallis, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance ~~resolution~~ duly passed by the City Council at a meeting held on Nov. 10, A. D., 1975, at 7:30 o'clock P. M.

To certify which, witness my hand and seal of the City of Wallis Texas, this 10th day of November, 1975, at Wallis, Texas.

Betty Marek
City Secretary of the City of
Wallis, Texas

**RATE SCHEDULE CPL
TERMS AND CONDITIONS**

1. Electric service will be supplied in accordance with these terms and conditions (as supplemented by the Company's Service Standards which are by reference incorporated herein), and any changes required by law.
2. The Company will use reasonable diligence to supply steady and continuous electric service, but does not guarantee the electric service against fluctuations or interruptions. The Company will not be liable to the Customer for any damages occasioned by fluctuations or interruptions, or by failure to begin supplying electric service, from causes beyond the Company's reasonable control. For the mutual protection of the Customer and the Company, only authorized employees of the Company are permitted to make, energize and maintain the service hereunder. Customer agrees to use due diligence to protect Company facilities, erected pursuant to this agreement, from damage caused by vandalism.
3. The Customer will provide, free of expense to the Company, locations for the installation of the Company's equipment and acceptable right of way for facilities erected solely to make service available to Customer.
4. The duly authorized representatives of the Company are to have access at all reasonable hours to the Customer's premises for the purpose of inspecting Company's wiring and apparatus, erecting, removing or replacing its facilities and for all other purposes connected with the supplying of electric service.
5. The Company may at any time require a reasonable deposit as security for the payment of bills, and interest on such deposit will be paid annually by the Company at the rate of 6% per annum as long as electric service is supplied to the Customer. The Company reserves the right to require an additional deposit when, in the Company's opinion, the Customer's deposit is insufficient. Any such deposit shall not preclude the Company from terminating the Agreement for Service or suspending the supply of electric service to the Customer for any failure in the performance of the Customer's obligations under the Agreement for Service.
6. In the event one of the parties to the Agreement for Service fails in the performance of obligations under the Agreement for Service, and such default continues for five days after written notice thereof has been given by the other party, then the other party may terminate the Agreement for Service, or suspend the supplying or taking of electric service as the case may be; provided, however, no such notice need be given by the Company in cases of unauthorized use of the service by Customer.
7. Upon the expiration of an Agreement for Service, the Company may, without liability for injury or damage, dismantle and remove all facilities installed pursuant to the Agreement for the purpose of supplying electric service to the Customer, and shall be under no further obligation to serve the Customer at that point.
8. Agreements for Service shall inure to the benefit of and binding upon the successors and assigns of the Customer and the Company, but no assignments by the Customer shall be binding upon the Company until accepted in writing by it.

COMMERCIAL STREET AND PROTECTIVE LIGHTING SERVICE

AVAILABILITY – In areas designated by Company where facilities of adequate capacity and suitable voltage are adjacent to the lamps to be served.

APPLICATION – To the requirements of governmental agencies, real estate developers and other groups contracting for the installation of a sufficient number of lamps to warrant the installation. For service supplied from ornamental standards served by underground conductors Company may require additional contract arrangements depending on the estimated cost of installation of the service.

INSTALLATION AND MAINTENANCE OF FACILITIES – Company will install, own and maintain at its own cost and expense the installation served hereunder. Company will replace burned out lamps and/or make maintenance repairs during regular working hours at its own cost and expense and will normally have the lighting service restored within 48 hours after notification by the Customer.

NET ANNUAL RATE

	<i>Amt. per lamp</i>
(5) <i>For Mercury Vapor Lamps Mounted on Ornamental Standards Served by Underground Conductors</i>	
(a) 20,000 lumen lamps with one lamp per standard	\$90.00
(b) 7,500 lumen lamps with one lamp per standard	\$60.00
(c) 3,300 lumen lamps with one lamp per standard	\$48.00
(6) <i>For Mercury Vapor Lamps Mounted on Existing Wooden Poles Served By Overhead Conductors</i>	
(a) 20,000 lumen lamps with one or more lamps per pole	\$64.00
(b) 7,500 lumen lamps with one or more lamps per pole	\$42.00
(c) 3,300 lumen lamps with one or more lamps per pole	\$30.00

Adjustment – Plus the proportionate part of the increase in operating expense caused by any new tax, or the revision of any existing tax, or increased rate of tax or governmental imposition, properly chargeable as an operating expense and based upon dollar or kwh volume of business done (except (a) ad valorem taxes assessed or levied by any state, county, city or special district, and (b) income taxes), levied or assessed against the company, or upon such electric business, as the result of any new or amended laws or ordinances enacted after June 1, 1959.

Billing – Bills will be rendered monthly for one-twelfth the annual charge applicable.

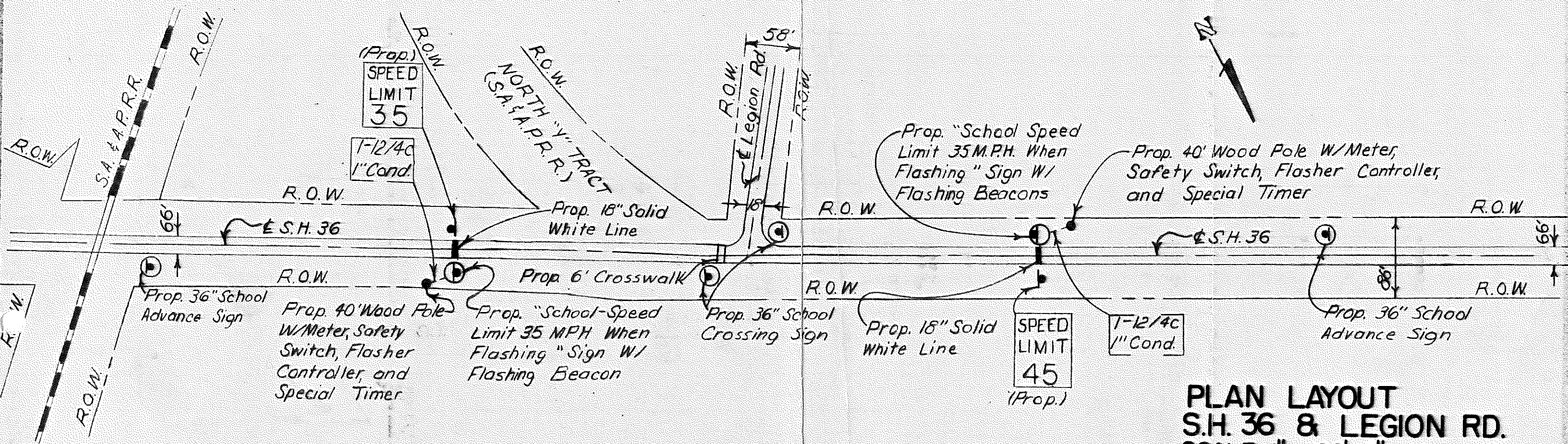
PAYMENT – Bills are due when rendered, and become past due if not paid within ten days thereafter. Service to customers having past due bills may be discontinued as provided in the Terms and Conditions.

CONTRACT PERIOD – As provided in the agreement for service but not less than 24 months.

NOTICE – Lighting Service is supplied subject to the Terms and Conditions on the reverse side hereof.

NOTES:

1. Exact location of signal poles, and etc. to be determined by the Engineer in the field.
2. Prop. "School-Speed Limit 35 When Flashing" signs to be placed 300' ahead of prop. school crossing.
3. Signal heads to have alternate flashing yellow 8" lens.
4. Prop. "School Advance" sign to be placed 600' ahead of prop. school crossing.



**PLAN LAYOUT
S.H. 36 & LEGION RD.
SCALE 1" = 100'-0"**

COUNTY	DIST. NO.	HWY. NO.	TOTAL SHEETS	SHEET NO.
Austin	12	S.H. 36	1	1
CONTROL 187	SECTION 4	JOB		