

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH LOUIS DREYFUS ENERGY CORPORATION FOR THE PURCHASE OF UNLEADED GASOLINE; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO invited bids for the purchase of an annual supply of unleaded gasoline; and

WHEREAS, Louis Dreyfus Energy Corporation submitted the lowest responsive and responsible bid in response to this invitation;

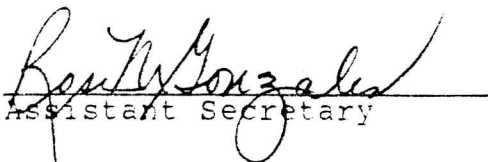
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

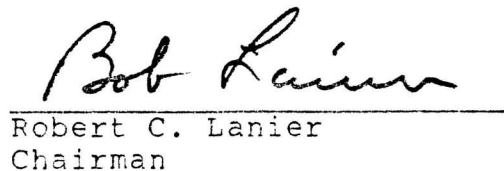
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Louis Dreyfus Energy Corporation for the supply of an annual requirement of unleaded gasoline at a cost of \$.001 per gallon above the Houston Oil Price Information Service Pad-3 average price with the total contract not to exceed \$275,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH TIMMERS CHEVROLET, INC. FOR PURCHASE OF EIGHTEEN (18) FOUR-DOOR SEDANS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, bids were invited for the supply of eighteen (18) full-size, four-door sedans for use by METRO's Transit Police Division; and

WHEREAS, the firm of Timmers Chevrolet, Inc. submitted the lowest responsive and responsible bid to this invitation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Timmers Chevrolet, Inc. for the purchase of eighteen (18) full-size, four-door sedans at a cost not to exceed \$229,384.44.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH MOLINA AND ASSOCIATES, INC. FOR THE DESIGN OF THE KASHMERE TRANSIT CENTER; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Kashmere Transit Center is an element of METRO's Phase 2 regional mobility plan; and

WHEREAS, the Board of Directors has reviewed the qualifications of architectural and engineering firms and determined that the firm of Molina and Associates, Inc. is the most qualified to design the Kashmere Transit Center and provide design support services during construction of that facility;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Molina and Associates, Inc. for design of the Kashmere Transit Center and for the provision of design support services during construction of that facility.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER AN AGREEMENT WITH THE TEXAS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF THE SOUTHWEST FREEWAY/TRANSITWAY PROJECT; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Board of Directors has previously approved construction of a median transitway in the Southwest Freeway between approximately West Bellfort Avenue and Wesleyan Street as an element of METRO's Phase 2 Regional Mobility Plan; and

WHEREAS, METRO has negotiated with the Texas State Department of Highways and Public Transportation to allocate the responsibilities and cost-sharing between the Department and METRO for design and construction of this facility;

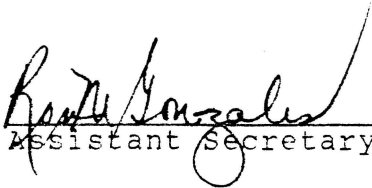
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized to execute and deliver an agreement with the Texas State Department of Highways and Public Transportation for design and construction of the Southwest Freeway/Transitway project in essentially the form and containing the terms set out in Attachment A hereto.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman

DRAFT

SOUTHWEST FREEWAY/TRANSITWAY PROJECT
AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the Metropolitan Transit Authority of Harris County, Texas, acting by and through its General Manager (hereinafter designated as "METRO"), and the State of Texas, acting by and through the State Department of Highways and Public Transportation (hereinafter designated as the "State"), is made to become effective when fully executed by both parties:

W I T N E S S E T H:

WHEREAS, U.S. Highway 59 (also known as the Southwest Freeway) is a "controlled access highway" as defined in Articles 6674w through 6674w-5, Texas Revised Civil Statutes, and, as provided therein, is under the ultimate control and supervision of the State; and

WHEREAS, the State is undertaking an extensive reconstruction of a portion of the Southwest Freeway which will include, among other things, pavement replacement, reconstruction of bridges, lane additions, ramp modifications, and improvements to intersections, frontage roads, lighting, signage and drainage facilities; and

WHEREAS, the State and METRO mutually agree that significant public benefits will be derived from construction and operation of a median Authorized Vehicle Lane (AVL), also known as a High Occupancy Vehicle (HOV) Lane, (hereinafter referred to as a "Transitway"), and related improvements on a portion of the Southwest Freeway which are reserved for and committed to mass transit uses; and

WHEREAS, the State is willing to incorporate a median Transitway and related direct access ramps into certain METRO patron facilities as part of the design and construction of the Southwest Freeway project within the approximate limits of the Harris/Fort Bend County Line and a point west of Wesleyan Street; and

WHEREAS, upon completion of construction, METRO is willing to assume responsibility for the operation and maintenance of the Transitway and related facilities; and

WHEREAS, the parties by this Agreement desire to specify the rights and obligations of the respective parties for the design, construction, operation and maintenance of the Southwest Freeway/Transitway Project ("Project");

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, METRO and the State do mutually agree as follows:

A G R E E M E N T

Project Scope

1. The METRO Southwest Freeway Transitway ("METRO Project") will be designed and constructed in conjunction with the State's reconstruction of the Southwest Freeway ("State Project").

The Transitway will be primarily a 20.5 foot wide, one-lane reversible facility constructed at freeway grade in the median of the Southwest Freeway from the Harris/Fort Bend County Line to a point west of Wesleyan Street, a distance of approximately 9.6 miles. A new Park & Ride lot at West Bellfort Avenue with approximately 1,000 parking spaces and a new transit center near Hillcroft with about 950 parking spaces will also be included in the project. The existing Westwood Park & Ride lot will be modified to provide direct access to the Transitway. Access/egress for the Transitway will be provided by ramps at six (6) locations; by slip ramps to/from the freeway mainlanes in the vicinity of the Harris/Fort Bend County Line, by grade separated T-intersection ramps at the new West Bellfort Park & Ride lot, at the existing Westwood Park & Ride lot, and at the new Hillcroft Transit Center, by an at-grade ramp to/from Westpark Drive near I-610, and by slip ramps to/from the freeway mainlanes at a point west of Wesleyan Street. The portion of the METRO Project to be designed, constructed, operated and maintained under this Agreement shall consist of those Transitway facilities within the State's right-of-way and the

aerial access/egress ramps to METRO's off right-of-way facilities to the point they reach grade. All other facilities associated with the Transitway shall be METRO's sole responsibility and shall not be considered part of this Agreement.

Allocation of Responsibilities

2. METRO shall be responsible for the design of the entire Southwest Freeway/Transitway reconstruction project from Sam Houston Tollway to a point west of Wesleyan Street. METRO also shall be responsible for the design of the West Bellfort Ramp. METRO shall select capable architectural and engineering design firms to perform the design activities in accordance with its and the State's established procedures and shall supervise the activities of said firms. The State and cognizant Federal agencies shall have the right of review and approval of all designs resulting from these activities. The State shall be responsible for the design of the Transitway from the southerly touchdown point of the West Bellfort Ramp to the Harris/Fort Bend County Line, including slip ramps. METRO shall have the right of review and approval of the design of those facilities.
3. The State shall be responsible for award and construction management of all Project construction contracts. The State shall advertise and award all construction to the lowest responsive and responsible bidders in accordance with its usual customs and practices. However, METRO and agents for the Urban

Mass Transportation Administration shall have the right of reasonable access to the construction site(s) to review construction and construction management activities; provided however, that the State shall have the sole authority to manage and direct the construction contractor(s). METRO will provide scheduling support services for the Project.

4. Field Changes for the Project will be handled with the Contractor solely by State personnel. Field Changes involving METRO will be subject to approval by METRO prior to being accomplished.
5. The State shall designate and be responsible for acquisition of all right-of-way necessary to construct the State Project and that portion of the METRO Project encompassed within the limits of State Project; however, METRO shall be responsible for acquisition of all right-of-way for that portion of the METRO Project outside the limits of the State Project, e.g. right-of-way necessary for access/egress ramps to touchdown.

Allocation of Costs

6. It is the intent of the parties that, except for the State's contribution to the cost of the Transitway as authorized by State Department of Highways and Public Transportation Minute Order No. 81648 dated February 15, 1984 and specified below, each party shall bear the costs for design and construction of its respective portion of the overall Southwest Freeway reconstruction Project.

For purposes of allocating costs between the METRO Project and the State Project, the Transitway shall be defined to consist of twenty-two and three quarters feet (22.75') of pavement, including associated base and subgrade work, one concrete traffic barrier, all exclusive Transitway aerial structures including associated retained fill sections, and all Transitway access/egress ramp structures to touchdown at grade. Transitway costs shall consist of those costs of design and construction attributable to the foregoing components of the overall Southwest Freeway reconstruction Project. Transitway costs shall be determined as follows:

- (a) The construction cost for the Transitway (hereinafter "Transitway Construction Cost") shall be calculated based on construction bid prices and quantities.
- (b) For purposes of determining the portion of design, mobilization, traffic control, drainage, lighting, signage costs and other incidental costs attributable to the Transitway, the parties agree that the ratio of Transitway Construction Cost to the Total Construction Cost is 0.175. This ratio will be applied to the costs for design, construction management, scheduling support services, mobilization, traffic control, drainage, lighting and signage, and to other incidental costs, to establish METRO's share of the Project costs, in addition to the direct Transitway Construction Cost. The ratio for the State's cost is therefore 0.825. The State shall be responsible for all costs of the State Project.

7. METRO shall be solely responsible for the design costs of the West Bellfort Ramp as well as the costs of construction, construction management and scheduling support services for this Ramp.
8. The cost allocation for that portion of the Transitway from the West Bellfort Ramp to the southern terminus shall be established by amendment to this Agreement.
9. Cost of field changes will be allocated in the ratio established in subparagraph 6(b) above, unless the change is clearly for the sole benefit of either METRO or the State.
10. The State and METRO shall share the costs of the METRO Project. The State, as a part of its commitment to fund a portion of the costs of the Northwest Freeway Transitway and the Southwest Freeway Transitway pursuant to Commission Minute Order 81648 dated February 15, 1984, will contribute a total of \$22,000,000.00 to the cost of the two METRO Projects. The amount allocated to the Southwest Freeway Transitway Project will be approximately \$14,800,000. METRO shall be responsible for all costs of the METRO Project above and beyond the State's contribution.
11. Upon completion of the construction phase of the total Project (METRO Project and State Project), the parties shall cause an accounting to be made of the actual design and construction costs for the purposes of finalizing and adjusting as necessary the costs to be paid by each party. Prior to this final

accounting, the parties shall contribute to the cost of the total Project as follows:

- (a) METRO shall pay all the costs associated with the design and scheduling support contracts by making payments directly to the contract firms.
- (b) METRO shall contribute \$11,730,000 to the cost of the construction of the Transitway facilities from approximately Westpark to a point west of Wesleyan Street, known as Segment III of the Project. METRO shall make payments on a quarterly basis for twelve (12) quarters by warrant or check in the amount of \$977,500 each payable to the State Treasurer into Account of Trust Fund No. 927. The first payment shall be due and payable within thirty (30) days of notification by the State to METRO of the award of a construction contract for Segment III of the Project.
- (c) METRO shall contribute to the balance of the construction costs allocable to METRO for the Project on a quarterly basis by warrant or check payable to the State Treasurer into Account of Trust Fund No. 927. The amount of each quarterly payment shall be determined by multiplying the value of the work anticipated to be accomplished in the next succeeding quarter by the ratio of costs calculated pursuant to the ratio prescribed in subparagraph 6(b) above. METRO's obligation to make these quarterly progress

payments shall commence one month preceding the quarter when METRO's accumulated allocated share of the construction activity costs up to and including that quarter will exceed the balance of the State's contribution to the Transitway Project, estimated to be approximately \$14.80 million, plus the State's design and scheduling support cost allocation, estimated to be approximately \$9.04 million, minus METRO's allocation of costs for the design/construction of the Transitway through the Sam Houston Tollway/Southwest Freeway interchange, estimated to be approximately \$2.17 million. This balance is approximately \$21.67 million.

- (d) The State hereby acknowledges and agrees that all funds delivered to the State under this Agreement in Account of Trust Fund No. 927 are the property of METRO, held in trust by the State, until withdrawn by the State in order to pay for the costs of construction. The State may withdraw funds from the Account of Trust Funds No. 927 as it deems necessary to pay for the costs of construction.

Computerized Transportation Management System

12. The State and METRO intend to develop a Computerized Transportation Management System ("System"), which includes the Surveillance, Communications and Control ("SC&C") System for the Transitway. The allocation of responsibilities and costs for this System will be addressed in a "Master Computerized --

Transportation Management System Agreement", which responsibilities shall be in addition to those specified in this Agreement.

Disputes

13. The settlement of contract disputes (claims) for additional compensation or time extensions involving METRO will be subject to approval by METRO prior to being finalized with the contractors.

Safety

14. The State and METRO acknowledge that safety is a major consideration in the performance of the construction activities envisioned by this Agreement. The parties agree that they will require and monitor safety programs of the contractor(s) performing work on the Project.

Completion of Construction

15. Upon satisfactory completion of construction of the Transitway facilities, the State agrees to issue to METRO a Certificate of Final Completion showing the date of final completion and certifying that the facilities have been constructed according to approved plans and specifications. It is also agreed that at the earliest possible date thereafter METRO will deliver to the State the final sets of plans and specifications (the As-Built Plans) based upon field notes maintained by the State. A copy of said plans shall be attached to and become part of this Agreement as Exhibit "A".

Maintenance of the Transitway

16. Beginning on the date of the Certificate of Final Completion, the State and METRO agree to divide the responsibility for maintenance of the Transitway in accordance with the Master Operations and Maintenance Agreement ("Master Agreement") which is attached hereto as Exhibit "B" and plans developed pursuant to said Master Agreement.

Use of Facilities

17. The parties acknowledge that the highway facilities upon which the Transitway will be constructed are under the ultimate control and supervision of the State; however, the parties also acknowledge that the construction and operation of the Transitway will involve the investment of substantial sums for mass transit purposes; therefore, the State agrees that it will exercise its rights of control and supervision so as to recognize the mass transit purposes of the Transitway throughout its useful lifetime.

Termination of Transitway Use

18. In the event that METRO determines that operation of the Transitway is no longer necessary to accommodate public transportation, METRO shall cause all specialized equipment which it may have had installed for the operation of the Transitway to be removed from the right-of-way of the Southwest Freeway, a single median barrier to be installed and appropriate lane markings to be made or such right-of-way to be restored to --

such other condition as METRO and the State agree, all at the sole expense of METRO, provided that METRO gives notice in writing of such determination and the date of termination to the State at least sixty (60) days prior to such date. To be effective, any such notice shall conform to the form set out in Paragraph 29.

19. In the event that the State determines that METRO's continued operation of the Transitway as constructed materially interferes with or adversely affects the general highway use of the Southwest Freeway, the State will consult with METRO and such modifications or remedial actions as the State may finally determine to be appropriate will be accomplished and shall be at the sole expense of METRO.

Temporary Termination or Modification of Transitway Use

20. The State may temporarily remove any portion of the Transitway facility subject to the provisions of governing laws, by giving sixty (60) days written notice to METRO, when such removal is necessary to repair, construct, reconstruct and/or make changes in the said segment of the Southwest Freeway. The State agrees to provide for all costs necessary to make such alterations to the Transitway and to restore the Transitway to normal operations as soon as possible.
21. It is understood and agreed that the operation of the Transitway may by necessity be curtailed temporarily in the event of damage caused by flood, accidents, or other causes. The State will, in

this event, do everything reasonable to provide for rapid and timely repairs to those portions of the roadway damaged, in order that METRO can reinstate Transitway operations as soon as possible.

Insurance and Indemnification

22. To the extent permitted by law, METRO agrees to indemnify and save harmless the State, its agents and employees, from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of design, construction, maintenance or operation of the Transitway by METRO, its contractors or subcontractors, agents and employees, and from any claims or amounts arising or recovered under the "Worker's Compensation Laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended. In addition, METRO shall require its contractor(s) and subcontractor(s) to secure a policy or insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms. METRO shall provide necessary safeguards to protect the public on State-maintained highways, and to save the State harmless from damages. METRO shall require any and all of its contractors engaged in construction, maintenance or operation of

the Transitway to maintain adequate insurance for payment of any damages for which they are liable. Adequate insurance, as a minimum shall mean METRO's contractors shall furnish the State with the State Department of Highways and Public Transportation's Certificate of Insurance covering the below-listed insurance coverages:

- (a) Worker's Compensation Insurance
Amount - Statutory
- (b) Comprehensive General Liability Insurance
 - Amounts - Bodily Injury \$500,000 each occurrence
 - Property Damage \$100,000 each occurrence
 - \$100,000 for aggregate
- (c) Comprehensive Automobile Liability Insurance
 - Amounts - Bodily Injury \$250,000 each person
 - \$500,000 each occurrence
 - Property Damage \$100,000 each occurrence

The State shall be included as an "Additional Insured" by endorsement to policies issued for coverages listed in subparagraphs (b) and (c) above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in subparagraphs (a), (b) and (c) above. METRO and/or its contractors shall be responsible for any deductions stated in the policies.

Parties in Interest

23. This agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

Assignment

24. METRO shall not assign, sublet, or transfer its interest in this Agreement without the prior written consent of the State.

Prohibited Interests

25. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
26. No member, officer, or employee of the parties (State of Texas and Metropolitan Transit Authority of Harris County) or of a local public body during this tenure or one-year thereafter shall have any interest, direct or indirect, in this Agreement or the benefits/proceeds thereof. The provisions of this paragraph shall not apply to retirees or personnel whose employment is terminated by either agency.

Equal Employment Opportunity

27. In connection with the carrying out of this project, the parties shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. The parties shall comply with all applicable statutes and regulations regarding equal employment opportunity.

Affirmative Action

28. In order for the State and METRO to meet their disadvantaged business enterprise ("DBE") goals of 10% and 21% respectively, the State shall require 12% DBE participation for the construction contracts for the Project from Sam Houston Tollway --

to a point west of Wesleyan Street. For purposes of the State and METRO reporting DBE participation to the Federal Highway Administration and Urban Mass Transportation Administration respectively, the dollars paid to DBE firms shall be allocated between the State and METRO as follows:

State Allocation = 0.69182

METRO Allocation = 0.30818

The DBE goal for the West Bellfort Ramp construction contract shall be 21 percent. The DBE goal for the construction contract which includes the extension of the Transitway to the Harris/Fort Bend County Line shall be established by amendment to this Agreement.

Legal Compliance

29. If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by the applicable law.

Amendments

30. Execution of any amendment to this Agreement shall be subject to the written approval of the State and METRO.

Default and Remedies

31. Default shall occur only in the event either party fails to adhere to its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within ten (10) days from and after date of receipt of notice of default. In the event of continued failure to cure or continued absence of efforts to cure such default, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Notices

32. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

METRO: METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS
500 Jefferson
Post Office Box 61429
Houston, Texas 77208

Attention: General Manager

STATE: STATE DEPARTMENT OF HIGHWAYS AND
PUBLIC TRANSPORTATION
Dewitt C. Greer State Highway Building
11th and Brazos Streets
Austin, Texas 78701

Attention: Engineer-Director

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

IN WITNESS WHEREOF, the State of Texas and the Metropolitan Transit Authority of Harris County have executed this Agreement in duplicate on the dates shown herein below, effective on the date last executed.

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 and Public Transportation Commission.

APPROVED:

By: _____
Deputy Engineer - Director.

Date: _____

Executed and approved for the State Highway and Public Transportation Commission under authority of Commission Minute Order No. _____, dated _____.

RECOMMENDED FOR APPROVAL:

Director, Finance

District Engineer, District 12

Deputy-Director

METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS

By: _____

Date: _____

Executed for and on behalf of the Metropolitan Transit Authority of Harris County, pursuant to Resolution No. 87-_____ of the Board of Directors, passed on the _____ day of _____, 1987, and on file in the Office of the Assistant Secretary of METRO.

ATTEST:

Assistant Secretary

APPROVED (FORM):

Staff Counsel

APPROVED (FUNDS AVAILABLE):

Assistant General Manager, Finance

APPROVED (SUBSTANCE):

Assistant General Manager,
Engineering, Construction and
Real Estate

A RESOLUTION

APPROVING OF STREET AND BRIDGE RECONSTRUCTION AS ELIGIBLE PROJECTS FOR USE OF EXPANDED SALES TAX REVENUES BY THE CITY OF HOUSTON; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the METRO Board of Directors has authorized the distribution of revenues received by METRO from expansion of the sales tax base by the 1987 Texas Legislature to constituent governments for eligible projects; and

WHEREAS, the city of Houston has requested that METRO approve of expending the city's portion of expanded sales tax revenues for various street and bridge reconstruction projects; and

WHEREAS, the Board of Directors is of the opinion that the proposed improvements are eligible for expenditure of the expanded sales tax revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. Reconstruction of various streets and bridges as specified on Exhibit A are hereby designated as eligible projects for expenditure of the city of Houston's expanded sales tax revenues.

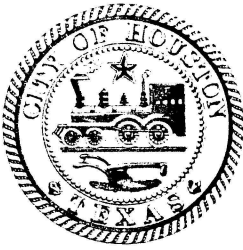
Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman



CITY OF HOUSTON

Public Works Department

Kathryn J. Whitmire, Mayor

Post Office Box 1562 Houston, Texas 77251-1562

CITY COUNCIL MEMBERS: Larry McKaskle Ernest McGowen, Sr. Vince Ryan Rodney Ellis Frank O. Mancuso John G. Goodner Christin Hartung
Dale M. Gorkzynski Ben T. Reyes Jim Westmoreland Eleanor Tinsley Jim Greenwood Anthony W. Hall, Jr. Judson Robinson, Jr. CITY CONTROLLER: George Greanias

Jon C. Vanden Bosch, P.E.
Public Works Director

March 29, 1989

METROPOLITAN TRANSIT AUTHORITY OF
HARRIS COUNTY, TEXAS
500 Jefferson
Post Office Box 61429
Houston, Texas 77208-1429

Attention: Alan Kiepper
General Manager

Reference: Street Network Improvement Agreement
Proposed Eligible Programs/Projects

Dear Mr. Kiepper:

Pursuant to the "Street Network Improvement Agreement", the City would like to submit the following programs for consideration of funding approval by the METRO Board. With each program identified below is an estimated program cost and the benefit to be obtained from the program. Actual costs will be submitted to METRO in accordance with the agreement. The total estimated cost for all proposed programs is \$6,058,000.

Street Reconstruction/Improvements

Estimated Cost: \$850,000

The reconstruction and improvements to the streets in this program will enhance riding quality and improve safety.

1. Fannin Street, Commerce to Outer Belt
2. Travis Street, Commerce to Pierce
3. Louisiana Street, Franklin to Pierce
4. Hempstead Highway, Washington to W. Little York
5. Kelley Street, Eastex Freeway to Lockwood
6. Cullen Blvd., Airport Blvd. to Polk

Street Overlays (137.8 lane-miles)

Estimated Cost: \$4,928,000

The overlay program extends the useful life of roadways and also improves riding quality and safety. Proposed streets to be overlaid in this program are listed on attachment 1.

Bridge Replacements

Estimated Cost: \$200,000

The bridge replacement program replaces single and double span timber bridges that have exceeded their service life. The replacements increase rated capacity and traffic volume.

Bridge Locations: 9500 Westview, 1900 22nd Street, Knipp at Wink, 10,000 Allwood, Woodwick, North of Laura Koppe, 1200 Hopper Road, Southbank at Dalton, Elbert, North of Banyon.

Bridge Approach Replacements

Estimated Cost: \$80,000

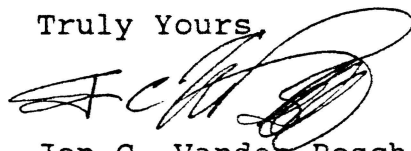
The bridge approach replacement program is designed to improve riding quality and safety by reestablishing the transition between the roadway and the bridge.

Bridge Locations: Crosstimbers at Little White Oak, Stella Link at Brays Bayou, Clay Road at Langham Bayou, 400 Rankin, Holister at Cold Creek, Waugh at Memorial, Buffalo Speedway at Sims Bayou.

We understand that reimbursement may be made to programs and projects as the City's revenue allocation is available. At this time, we understand that a portion of the funds are now available to the City. We request a transfer of funds for Board approved programs to the extent that funding is available.

We welcome METRO's consideration and participation in support of these programs.

Truly Yours,



Jon C. Vanden Bosch, P.E.
Director
Department of Public Works

JCV:mrk

Attachments

cc: Mayor Kathryn Whitmire
Robert MacLennan

STREET MAINTENANCE DIVISION
STREETS FOR OVERLAY PROGRAM IN FY89-90
(By Council District)

KEY
MAP STREET NAME FROM TO LANE
***** MILES *****

** COUNCIL DISTRICT: A

452U	20TH	19TH	DURHAM	1.45
451U	AFTON	LONG POINT	DEAD END SOUTH	0.79
451Y	ALDRICH	WESTVIEW	SAXET	0.39
451L	ANTOINE 4200			0.38
450Y	CAMPBELL	WESTVIEW	LONGPOINT	0.77
450S	CONRAD SAUER	SHADOW WOOD	LONG POINT	1.23
451X	CORBIN	SILBER	ALDRICH	0.50
451Y	HOUSMAN	SILBER	7210 HOUSMAN	0.78
491H	N. POST OAK	MEMORIAL	I-10	1.94
451Y	REMLAP	REVERSE	STORY	0.37
451Y	REVERSE	TELUCO	SAXET	0.42
451Y	SAXET	SILBER	DEAD END EAST	0.66
452W	SEAMIST	1225 SEAMIST	11TH	0.48
452W	SEAMIST	1225 SEAMIST	18TH	1.51
450S	SHADOW WOOD	GESSNER	CONRAD SAUER	0.44
451R	SHERWOOD	MANGUM	T. C. JESTER	1.55
451Y	STORY	WETVIEW	DEAD END NORTH	0.81
451Y	ZORA	SAXET	WESTVIEW	0.39

** Subtotal **

14.86

** COUNCIL DISTRICT: B

417R	AQUEDUCT ROAD	GARRETT	MT HOUSTON PARKWAY	2.66
414S	BARKSDALE	CUL-DE-SAC	ROYAL PINE	0.42
454Q	BENNINGTON	LAVENDER	JENSEN	0.22
454Q	BENNINGTON	SHREVEPORT	HOFFMAN	1.00
455A	BIGWOOD	BRETSHIRE	EAST TO BAYOU	0.72
455A	CABOT	CHEEVES	BRETSHIRE	0.41
455A	CADDO	CHEEVES	BRETSHIRE	0.81
414S	CHARTER OAKS	TRENTON	CUL-DE-SAC W. OF FOY	0.64
415W	CHEEVES	LANGLEY	BIGWOOD	1.44
414S	CRICKET	ROYAL PINE	CHARTER OAKS	0.52
454L	DENMARK	HOFFMAN	SANDRA	0.20
454Q	HOFFMAN	BENNINGTON	DENMARK	1.10
414Z	KELBURN	PARKER	MARILYN	1.53
415W	LANGLEY	5905 LANGLEY	CHEEVES	1.56
414Y	LANGLEY	HIRSCH	5905 LANGLEY	1.10
414S	ROYAL PINE	BARKSDALE	SAGEBRUSH	0.47
414S	SAGEBRUSH	ROYAL PINE	BENTLEY	0.72
454L	SANDRA	DENMARK	BENNINGTON	1.00
414T	TRENTON	BENTLEY	ROYAL PINE	0.73

** Subtotal **

17.25

STREET MAINTENANCE DIVISION
STREETS FOR OVERLAY PROGRAM IN FY89-90
(By Council District)

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*****
KEY
MAP      STREET NAME      FROM      TO      LANE
*****      MILES
*****

** COUNCIL DISTRICT: C
532G    ADDISON      SOUTHGATE      SCHOOL      1.18
493W    CALUMET      LA BRANCH      ALMEDA      0.75
532H    DRYDEN      GREENBRIAR      S. MAIN      1.46
532G    GOLDSMITH      GREENBRIAR      ADDISON      1.04
493S    HAWTHORNE      MONTROSE      BAGBY      1.33
493T    HOLMAN      MAIN      BAGBY      0.43
493X    LA BRANCH      BLODGETT      CALUMET      1.57
532H    LANIER      UNIVERSITY      ADDISON      0.41
532G    SCHOOL      WATTS      SWIFT      0.24
532G    SOUTHGATE      GREENBRIAR      TRAVIS      1.75
532H    SCOUTHGATE      TRAVIS      MAIN      0.36
532G    WATTS      GREENBRIAR      MORNINGSIDE      0.25
493N    WAUGH      W. GRAY      ALLEN PARKWAY      3.21
** Subtotal **
                                           13.98

** COUNCIL DISTRICT: D
533D    ARBOR      SCOTT      DEAD END EAST      0.49
493U    LA BRANCH      MCGOWEN      BLODGETT      3.42
574E    MARTIN LUTHER KING      SIMS BAYOU      DEAD END SOUTH      5.30
573D    ROSEHAVEN      REED ROAD      AIRPORT      1.86
573L    SEGREST      BOTANY      WEST OREM      0.87
533H    SOUTHMORE      SCOTT      GERTIN      0.40
533D    WENTWORTH      SCOTT      DEAD END EAST      0.49
533H    WICHITA      SCOTT      3858 WICHITA      0.36
** Subtotal **
                                           13.19

** COUNCIL DISTRICT: E
536N    BOBOLINK      FLAGSTONE      HOWARD DRIVE      0.55
536N    CHIA      STARLING      SWEETBRIAR      0.11
575H    EASTHAVEN      BRYANT      ALMEDA GENOA      3.00
535W    FIREFLY      FLAGSTONE      FOREST OAK      0.56
535W    GRAHAMCREST      DROUET      TELEPHONE      0.63
535K    IOLA      DETROIT      FINDLAY      0.30
535P    KINGSLEY      BROADWAY      PARK PLACE      0.46
536N    NIGHTINGALE      HOWARD DRIVE      FLAGSTONE      0.60
534Y    NORTHDAL      WESTOVER      DIXIE      2.08
534U    NUNN      NORTHDAL      ROXBURY      0.89
536N    ORIOLE      ALLEN GENOA      FOREST OAK      1.10
536N    PRIMROSE      FOREST OAK      FLAGSTONE      0.57
576N    ROWLET      ALMEDA GENOA      TORRINGTON      1.00
536N    SHAMROCK      ALLEN GENOA      WOODLARK      0.76
536N    STARLING      CHIA      FOREST OAK      0.90
536N    SWEETBRIAR      FOREST OAK      ALLEN GENOA      1.10

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STREET MAINTENANCE DIVISION
STREETS FOR OVERLAY PROGRAM IN FY89-90
(By Council District)

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*****
KEY
MAP      STREET NAME      FROM      TO      LANE
*****      MILES
*****

534Y  WESTOVER      NUNN      NORTHDALE      0.74
** Subtotal **
                                           15.35

** COUNCIL DISTRICT: F
530M  BEECHNUT      TANAGER      FONDREN      3.65
531P  BEECHNUT      TANAGER      RENWICK      5.26
531E  CLAREWOOD      RAMPART      RENWICK      0.62
531E  DE MOSS      RAMPART      D/E EAST      0.60
531B  GLENMONT      ROYALTON      RICE      0.51
531N  GRAPE      JACKWOOD      DEAD END EAST      0.50
531E  HIGHSTAR      RAMPART      D/E EAST      0.60
531E  HORNWOOD      RAMPART      D/E EAST      0.60
530R  JACKWOOD      SANDPIPER      FONDREN      0.40
530R  JASON      SANDPIPER      JACKWOOD      0.41
530R  LARKWOOD      BISSONNET      GRAPE      0.32
531E  MOONMIST      RAMPART      RENWICK      0.63
531J  MULLINS      BISSONNET      D/E NORTH      1.13
531E  RAMPART      DEMOSS      ELM      0.78
531A  WESTWARD      GULFTON      GLENMONT      0.90
** Subtotal **
                                           16.91

** COUNCIL DISTRICT: G
492T  BELLMEADE      WESTHEIMER      ELLA LEE      0.46
490W  GESSNER      RICHMOND      R.R.TK S.OF      3.42
                                           RICHMOND
490S  GESSNER      WESTHEIMER      MEADOW BRIAR      0.71
490S  GESSNER      WESTHEIMER      RICHMOND      3.20
492T  LOCKE LANE      EASTSIDE      BELLMEADE      0.41
450S  NEUENS      WITTE      GESSNER      0.54
489Z  ROGERDALE      RICHMOND      WESTHEIMER      1.15
492S  WEST ALABAMA      3875 WEST ALABAMA      WESLAYAN      0.43
491V  WEST ALABAMA      4502 WEST ALABAMA      DEAD END EAST      0.38
450W  WITTE      LONGPOINT      NEUENS      1.58
** Subtotal **
                                           12.28

** COUNCIL DISTRICT: H
453E  ARROW POINT      VICTORIA      5002 ARROW POINT      0.52
413U  BAUMAN      LITTLE YORK      TURNER      2.47
453E  BIZERTE      306 BIZERTE      DEAD END WEST      0.58
453E  BIZERTE      WERNER      306 BIZERTE      0.14
453E  GAMMON      WERNER      DEAD END EAST      0.55--
453E  GLENBURNIE      I-45      DELZ      1.47
453L  HELMERS      CROSSTIMBERS      RR TRACKS (SOUTH)      1.10

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STREET MAINTENANCE DIVISION
STREETS FOR OVERLAY PROGRAM IN FY89-90
(By Council District)

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*****
KEY                               LANE
MAP    STREET NAME              FROM      TO      MILES
*****

453Q    HELMERS                 I-610     RR TRACKS (NORTH)    0.64
453C    IRVINGTON              TURNER     CAPERTON              2.89
453E    JANISCH                303 JANISCH WERNER                0.15
452H    JANISCH                YALE       303 JANISCH          0.79
453E    MARABLE                BIZERTE    E. DELZ               0.53
453E    MARABLE                E. JANISCH BIZERTE               0.32
453E    MARABLE                VICTORIA   E. JANISCH            0.44
413Y    MCGALLION              WELLINGTON LITTLE YORK          1.59
413W    OBION                  I-45       800' EAST             0.30
453A    ROSAMOND               I-45       350' EAST             0.13
452H    SPELL                  247 SPELL  DEAD END EAST         0.34
452H    SPELL                  VOLLEY     247 SPELL             0.59
413W    SUNNYSIDE              I-45       800' EAST             0.30
453A    TROY                   I-45       300' EAST             0.30
453C    TURNER                 BAUMAN     IRVINGTON              1.10
452H    VOLLEY                 VICTORIA   JANISCH               0.28
413Y    WELLINGTON             BAUMAN     MCGALLION             0.45
453E    WERNER                 VICTORIA   WHITE OAK BAYOU       0.31
453E    WERNER                 WHITE OAK BAYOU BURESS              0.57
** Subtotal **
                                           18.85

** COUNCIL DISTRICT: I
495W    75TH                   HARRISBURG NAVIGATION            2.30
495S    76TH                   NAVIGATION  HARRISBURG            2.29
494X    BROADMOOR              TELEPHONE   GULF FREEWAY          1.16
494Y    COLLIER                POLK        LAWNSDALE              1.04
535A    CORAL                  TIPPS       MAGNOLIA               0.57
535E    ILEX                   EVERGREEN   REDWOOD                0.97
535E    ILEX                   REDWOOD     FLOWERS                0.39
535E    KERNEL                 EVERGREEN   KELLOGG                0.40
534H    KERNEL                 I-45 SERVICE ROAD REDWOOD              1.10
534H    KERNEL                 REDWOOD     EVERGREEN              1.04
534E    LINDEN                 CORAL       EVERGREEN              0.24
534E    LINDEN                 EVERGREEN   REDWOOD                0.92
535A    MAGNOLIA               SMALLWOOD   75TH                  0.37
494T    MCKINNEY               DUMBLE      LOCKWOOD               0.71
534D    PASADENA               SANTA ROSA  LAWNSDALE              0.18
534D    SMALLWOOD               ELM        LAWNSDALE              0.90
495W    TEXAS AVENUE           7300 BLOCK  7400 BLOCK             0.38
535A    TIPPS                   CORAL       EVERGREEN              0.20
** Subtotal **
                                           15.16

*** Total ***
                                           137.83

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A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A MODIFICATION TO THE CONTRACT WITH PTI, INC. FOR HYDRAULIC AND HYDROLOGICAL ANALYSES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO has entered into a contract with PTI, Inc. to perform hydraulic and hydrological analyses associated with METRO capital facilities; and

WHEREAS, additional efforts are required to complete the Draft Environmental Impact Statement for the fully grade-separated rail alternative;

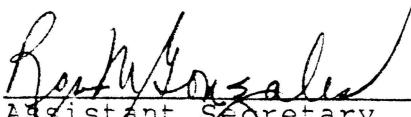
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a modification to the contract with PTI, Inc. for the performance of hydraulic and hydrological analyses at a cost not to exceed \$12,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH IKARUS USA, INC. FOR THE PURCHASE OF THREE HUNDRED (300) FORTY-FOOT (40') TRANSIT BUSES AND ASSOCIATED SPARE PARTS, TOOLS AND TRAINING; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO invited bids for the fabrication and delivery of three hundred (300) forty-foot (40') transit buses along with associated spare parts, tools and staff training; and

WHEREAS, the firm of Ikarus USA, Inc. submitted the lowest responsive and responsible bid;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

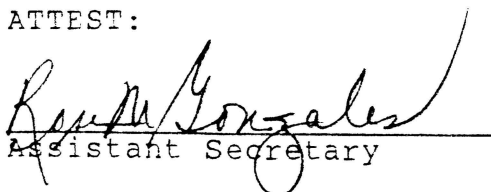
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Ikarus USA, Inc. for the purchase of three hundred (300) forty-foot (40') transit buses along with associated spare parts, tools and staff training at a cost not to exceed \$53,242,453.

Section 2. The General Manager be authorized to appropriately modify this contract to provide wheelchair lifts on a sufficient number of buses to conduct the Board-directed accessibility test or meet Federal regulations.

Section 3. This resolution is effective immediately upon passage.

PASSED this 27th day of April, 1989.
APPROVED this 27th day of April, 1989.

ATTEST:


Assistant Secretary


Robert C. Lanier
Chairman