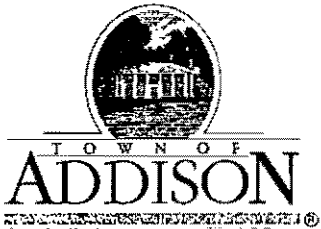


DA [REDACTED] 1998 DARI MASTER CITY INTERLOCAL AGREEMENT. ASMT



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2371

16801 Westgrove

April 30, 1998

Mr. Tom K. Ryden, P.E.
Sr. Manager Project Development
Dallas Area Rapid Transit
P.O.Box 660163
Dallas, TX 75266-0163

Re: Draft Member City Master Interlocal Agreement

Dear Mr. Ryden:

This is to offer our comments on the Draft Member City Interlocal Agreement as follows:

1. General: Some acknowledgement, affirmation and ratification of existing interlocal agreements is needed.
2. Page 1/32, Be It Remembered Section and Page 2/32, 2-1.01: Addison cannot agree to this section because DART's current System Plan does not show rail coming to Addison. We do not want to foreclose ourselves to that option. Language would have to be modified to allow rail service.
3. Page 11/32, 3-4.05: More detail is needed regarding delineation of responsibilities at existing railroad crossings. If a 4-lane crossing is expanded to 6 lanes, how is maintenance divided up? The reviewing party needs to maintain its facilities.
3. Page 16/32, 4-1.05: This section is acceptable so long as construction is started within 18 months. Over 18 months, the City reserves the right to review and make necessary changes.
4. Page 23/32, 4-5.03: Name the City as additional insured for projects within the ROW.
5. Page 27/32, 5-3.01: Addison would like more detail regarding responsibilities for maintenance of railroad crossings.
6. Repair and maintenance of pavement failures at bus stops and turning lanes needs to be addressed.

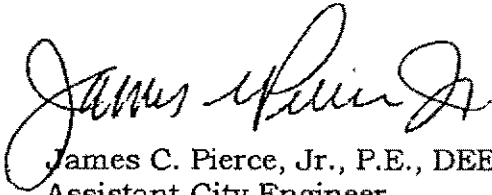
7. Approximately 3 years ago, a committee had raised and discussed significant issues to be considered in any such ILA. The work of this committee should be found, and continued to completion such that the issues are addressed in the proposed ILA.

We would appreciate having the opportunity of reviewing comments that you receive from other member cities.

Please call me at 972-450-2879 if you have any questions or require any additional information.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

cc: Ron Whitehead, City Manager
John Baumgartner, Director of Public Works
Ken Dippel, City Attorney

Post-it® Fax Note	7671	Date	4/29/98	# of pages	2
To	Ken Dippel	From	Jim Deane		
Conf/Dept	Charles & Thompson	Co.	Public Works		
Phone #		Phone #			
Fax #		Fax #			

OK
interested in other
comments

DRAFT

John - these are the
comments I would like
to send to DART.
I have sent Ken
Dippel a copy - Jim

May 20, 1998

Mr. Tom K. Ryden, P.E.
Sr. Manager Project Development
Dallas Area Rapid Transit
P.O.Box 660163
Dallas, TX 75266-0163

Re: Draft Member City Master Interlocal Agreement

Dear Mr. Ryden:

This is to offer our comments on the Draft Member City Interlocal Agreement as follows:

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Please call me at 972-450-2886 if you have any questions or require any additional information.

Very truly yours,

Town of Addison

John Baumgartner, P.E.
Director of Public Works

cc: Ron Whitehead, City Manager
Ken Dippel, City Attorney
James C. Pierce, Jr., P.E., DEE, Assistant City Engineer

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-Addison Svc Ctr -Upstairs-

DART master ILA

3-2-98

Her Human -

Doesn't have time to prep
Comments -

Mike Miles - DART

worked 6 mo 14 people/trashed

Redrafting

Mike - didn't trash -

Should be able to go back
and recover that work -

Per. Give him a copy of the PR detail

Sissy will turn in some -

Everybody that turns in should
share their comments

Sissy Soto

Robert Wonderlic / Garland

Dann Davis / FB

Marcos Fernandez / Plans

Frank Turan - Dir of Dev. Svcs -

Comment to
include this

TOWN OF
ADDISON

PUBLIC WORKS

To: Ken Dippel

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2834

Company: Cowles & Thompson

FAX #: _____

Date: 3-27-98

16801 Westgrove
P.O. Box 144
Addison, TX 75001

Re: DART Master ILA

of pages (including cover): 6

- Original in mail Per your request FYI Call me

Comments:
Attached (p 1-3) are the comments I
wrote up for the DART meeting today.
I gave only 2 of the comments as Fanie
ran out at the meeting. DART summarized
the ILA and then opened it up for discussion.
They kinda ran into a buzz saw.
My meeting hand written notes are pages
4-5. Farmers Branch was very critical.
One other commentator made a strong argument
that there was no compelling ^{reason} to recommend this
ILA to his council. The meeting ended
by DART asking for our comments in writing
in 10 days.

Jim

DART Master Interlocal Agreement 3-27-98

Summary of Comments:

Page 1/32 Be it Remembered Section:

Page 2/32

2-1.01 Addison cannot agree to this section because DART's current System plan does not show rail coming to Addison. We do not want to foreclose ourselves to that option. Language would have to be modified to allow rail service

Issue

General: Some acknowledge, affirmation and ratification of existing interlocal agreements is needed.

Issue

Page 11/32 3-4.05 - More detail is needed regarding responsibilities at EXISTING railroad crossings. Who is responsible for what. What if a 4 lane crossing is expanded to 6 lanes? How is maintenance divided up? Reviewing party needs to maintain its facilities.

Page 16/32 4-1.05

OK provided construction is started within 18 months. Over 18 months, City reserves the right to review and make necessary changes.

(2)

page 23/32 4-5.03

Name the City as additional insured for projects within the ROW.

page 27/32 5-3.01

Addison would like more detail regarding responsibility for maintenance of rail crossings.

General: Repair and maintenance of pavement failures at bus stops is not addressed.

(Note - I found out that this ILA focuses mainly on rail)

Master ILA / Tom Ryden

3-27-98

Share proposed ILA
Albert Hall / Real Estate

Expect - won't resolve a lot. Raise issue
Paul Jones - Not - the best word in all matters
won't address political issues

15 - Common tech thread to build facilities
Based on DART / DALLAS ILA

Everyone treated the same way.
Reviewed Section 2, Section 6

Would anticipate supplemental agreements for
unique situations

Tom Ryden Planning & Development Sect 3

(Farmers Branch - Why this ILA? Est. how we
can work together ← document - same
ILA is a contract

Covers Lt Rail, Commuter Rail &
Transit Centers, Fixed Guideway covers
(including HOV lanes)

(3-3.01 Seems backwards -)

Warranted - Based on prof. traffic studies
(M.S.M should be included)

Reck Brown - Design & Const.

Albert Hall - Real Estate

Don Warner - Section 5

Focus Operators Control Center - RAIL

Jack Graham - Rail Safety (Handout)

Comments - Dave Davis - Farmer Branch

Cities hired DART to do a job -

Further contract not necessary

Dart → seek civil remedies against city to gain legal authority.

A way to compel cities to do or not do things
ILA could be simpler

Don't Have a copy of the DART Service Plan
Needs a copy

Why non-exclusion rights to ROW?

Planning & Designing w/o a ILA in many cases
Can't envision a city giving away its right to govern itself

Don't want this ILA to hold up current projects

*

No compelling reason to recommend this ILA to his Council

Softer form of document would be better -

Any amendments in future would go to all signees -

Real effort to demonstrate this is beneficial to the cities

This should be more like a franchise agreement

Art 2-1.01 ~~not~~ strike out part of sentence

Geo Haman - previous efforts seem wasted -

3 yrs ago, the election is why efforts stalled - politics. Some cities were talking about elections to opt out, so why continue?

Michael Miles - DART needs this to set the rules before we enter the game

DART policy and Dallas ~~ILA~~ ILA now has differences w/rt separated crossings - how will that be resolved?

* Tom Requested comments in writing -

alen
Hendrix

Dallas is happy with what they have but wants the opportunity to go back & revise based on the master ILA.

Dave Davis (F.B.) Strip out non-essential language
Wants the agreement language that was there 3 years ago.

Tom Lyden - Send comments - within 10 days -
will schedule next meeting in middle of may -

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-Addison Svc Ctr -Upstairs-



Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-0163
 214/749-3278

March 16, 1998

Ron Whitehead
 City Manager
 Town of Addison
 P.O. Box 144
 Addison, Texas 75001

Re: Member City Master Interlocal Agreement (ILA)

Dear Mr. Whitehead:

The DART Board of Directors has requested that a common set of procedures be established governing how DART and its member cities implement the rail, and other fixed rail and bus facility elements of the adopted System Plan/Service Plan. A draft set of procedures was mailed last December for your review. This document was sent to all member cities.

The proposed document borrows extensively from existing agreements that DART currently has with the City of Dallas. The new document modifies certain content and includes procedures for three important functional areas in one agreement:

1. Planning and Development
2. Design and Construction
3. Operations and Maintenance

In order to develop, build and operate the DART rail system and other fixed facilities in the most efficient manner, we believe that it should be done consistently from city to city. A single unified Master Interlocal Agreement can help accomplish this objective.

To facilitate discussion on the proposed agreement (attached), a meeting has been set for Friday, March 27, 1998, at DART Headquarters. Representation from your city is requested at this meeting. The meeting is scheduled from ~~11:00~~ ^{12:00} a.m. to ~~2:00~~ ^{3:00} p.m. Lunch will be provided.

If you have questions in the interim, please contact Tom Ryden at (214) 749-2913.

Sincerely,

Roger Snoble
 President/Executive Director

RS:DA:cas

Attachment

c: John Baumgardner
 DART Board
 Doug Allen

Jim -
 1. Please attend
 2. send a copy to Ken Dippel for review.
 3. Please review and comment
 4. Call George Human with Richardson and get h's comments.
 5.

Board Conference 1C



DRAFT
Master Interlocal Agreement

December, 1997

MASTER INTERLOCAL AGREEMENT
by and between
DALLAS AREA RAPID TRANSIT
and
MEMBER CITY

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THE STATE OF TEXAS }
COUNTIES OF DALLAS, }
COLLIN AND DENTON }

KNOW ALL MEN BY THESE PRESENTS:

MASTER INTERLOCAL AGREEMENT
by and between
DALLAS AREA RAPID TRANSIT
and
MEMBER CITY

This Master Interlocal Agreement ("ILA") by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act"), and THE CITY OF _____, a Texas municipal corporation,

WITNESSETH:

WHEREAS, on August 13, 1983, DART was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART Service Area; and,

WHEREAS, the City recognizes that the transportation of its citizens, reduction of traffic congestion and other purposes as stated in the Act are in fact public purposes of the City and for the benefit of its citizens; and,

WHEREAS, pursuant to the Act, DART Board adopted policies, the City Charter, City Ordinances and City Council adopted policies, the City, as one of the Member Cities of the DART service area, has a defined review and approval role in the use of property and the development of a public transportation system within the City; and,

WHEREAS, DART and the City share a common desire for an effective regional transportation system to be implemented as quickly as possible; and,

WHEREAS, DART and the City have regulations, rules, policies and procedures that govern their respective governmental activities; and,

WHEREAS, DART and the City desire to formally establish a mutually acceptable framework to coordinate and expedite the development of a regional public transportation system; NOW THEREFORE,

BE IT REMEMBERED:

DART and the City hereby agree to the following Master Interlocal Agreement accepting the DART system plan and describing the cooperative working relationships between DART and the City regarding the development and operation of a regional public transportation system.

SECTION ONE
OUTLINE OF MASTER INTERLOCAL AGREEMENT

This ILA is arranged and prepared in six major sections as follows:

SECTION ONE, contains an outline of the Agreement;

SECTION TWO contains general provisions applicable to the relationship between DART and the City;

SECTION THREE deals with planning and development issues of the DART system within the City;

SECTION FOUR establishes broad guidelines for the design and construction of rail transit facilities within the City;

SECTION FIVE establishes operation and maintenance guidelines and responsibilities for rail transit facilities within the City; and

SECTION SIX contains Miscellaneous Provisions applicable to the ILA.

Within each Section, Articles begin with "Article 1". For ease of locating Articles, paragraphs and subparagraphs within each of the Sections, the first number of each such designation is the Section number, followed by a "-" and the Article, paragraph and subparagraph. For example, paragraph 2-1.0201 is the first subparagraph in the second paragraph of Article 1, Section 2, and is a definition of ARA Signal Manual.

SECTION TWO GENERAL PROVISIONS

§ 2 - ARTICLE 1. Purpose and Definitions.

2-1.01. Purpose. The purpose of this ILA is to ~~evidence the City's acceptance of and commitment to, assist in the timely implementation of DART's system plan and Service Plan~~ and to establish a procedural framework for a cooperative working relationship between DART and the City for the prompt development and completion of an integrated transportation system within the City limits, including bus, Light Rail, Commuter Rail, HOV, Paratransit and other transportation services, together with their Fixed Facilities and their respective connection to and inclusion within the regional transportation system operated by DART in the DART Service Area.

2-1.02. Definitions. As used in this ILA, the following terms shall have the meanings herein set forth:

2-1.0201. Association of American Railroads ("AAR") Signal Manual of Recommended Practices. A guideline in the design and operation of rail transportation grade crossings with automatic warning devices.

2-1.0202. Betterment. That portion of a City Facility requested by the City that will increase the level of service, capacity or efficiency of such City Facility over that which is required by existing City standards or policies.

2-1.0203. City Facility. Structures, improvements and other properties under the ownership, maintenance or operating jurisdiction of the City, including but not limited to public streets, highways (except those on the State Highway System), bridges, alleys, sidewalks, water and sanitary sewer systems, storm drainage systems, street lights, cable facilities, landscaping and trees, traffic controls, including but not limited to signals, signs, parking meters, police and fire alarm systems and all appurtenances related thereto.

2-1.0204. City Project. A project, or that portion thereof that is an obligation of, or is desired by, the City that may be constructed jointly with DART.

2-1.0205. City Standards. Those minimum standards adopted and published by the City as applicable for public works related projects undertaken within the City including but not

limited to the most current version of the following: (a) Standard Specifications for Public Works Construction, North Central Texas Council of Governments; (b) City Paving Design Manual; (c) A Policy on Geometric Design of Highways and Streets (AASHTO Green Book); (d) City Storm Drainage Design Manual; (e) Driveway and Parking Lot Design Manual; (f) City Zoning Ordinance; (g) City Subdivision Ordinance; (h) City Water and Waste Water Design Manual; (i) Texas Manual on Uniform Traffic Control Devices; (j) Traffic Barricade Manual, Department of Transportation; (k) Street Cut and Excavation Repair Standards; and (l) City Thoroughfare Plan.

2-1.0206. City Task Order. A written document executed by the City Manager or his designee to be issued by the City to DART to request and authorize DART's performance of work or supply of materials to the City, including provisions for reimbursement to DART for expenses.

2-1.0207. DART Task Order. A written document executed by the President/Executive Director or his designee to be issued by DART to the City to request and authorize the City's performance of work or supply of materials to DART, including provisions for reimbursement to City for expenses.

2-1.0208. Design. Engineering or architectural work that results in the production of maps, plans, drawings, estimates and specifications necessary for the construction, modification, operation, maintenance or replacement of City Facilities, Fixed Facilities, Fixed Guideways or any other Utility Facilities or projects similar in nature.

2-1.0209. Direct Costs. All direct labor costs or disbursements actually incurred by a party attributable directly to the performance of services under this ILA, including but not limited to consultant costs, travel, materials, supplies and other similar out-of-pocket expenses.

2-1.0210. Fixed Facilities. All of DART's transit centers, Stations, yards, shops and similar related Fixed Facilities situated outside of linear rights of way required for rail operations, excluding bus shelters.

2-1.0211. Fixed Guideway. The supporting physical structure in or upon which rail transit vehicles travel, including the trackway and associated structures and equipment for rail operations. A Fixed Guideway may include guidance systems for the vehicle.

2-1.0212. Grade Separation. The physical separation of a DART Fixed Guideway and a public or private street, thoroughfare, drive or access easement at a crossing by means of a difference in elevation sufficient to allow adequate clearances for passage of rail or street vehicles.

2-1.0213. Grade Level (At Grade) Street Crossings. The crossing of any street, alley, thoroughfare, drive or access easement by a DART Fixed Guideway at the same elevation.

2-1.0214. Green Window. A pre-determined window of time for train passage through a Grade Level (At Grade) Street Crossing of a City street. The parameters for this pre-determined window of time shall be determined through consideration of nearby traffic signals operations, cross-street traffic patterns, train crossing time, crossing frequency and overall train schedule.

2-1.0215. Green Band. A series of Green Windows using a traffic signal timing sequence that allows trains to travel in a progressive manner.

2-1.0216. Headway. The time interval between successive Trains at a given point traveling in the same direction.

2-1.0217. Indirect Costs. Disbursements or costs determined by the party's cost allocation plan, plus benefits and retirement costs not otherwise included.

2-1.0218. Joint Development. The physical integration of a DART Fixed Facility with a public or private development project to be constructed concurrently or subsequently.

2-1.0219. Joint Use Facilities. Facilities used by both DART and the City, which may be owned by either party or owned jointly.

2-1.0220. Level of Service ("LOS"). A measure of the quality of traffic flow as defined in the "Highway Capacity Manual" published by the Transportation Research Board and/or "TRANSIT 7-F User's Manual" published by the United States Department of Transportation, Federal Highway Administration.

2-1.0221. Light Rail Transit ("LRT") System. A public transportation system consisting of conventional rail technology running predominately on the fixed guideway using an overhead electric power source.

2-1.0222. Light Rail Vehicle (LRV). An electrically propelled passenger carrying vehicle operating as a part of the Light Rail Transit System on the LRT Fixed Guideway.

2-1.0223. Maintenance. Activities required to keep facilities in a condition of good repair, of satisfactory performance or operation, and of cleanliness.

2-1.0224. Maintenance, Emergency. A major Maintenance activity performed on an immediate response basis to restore the intended daily operational conditions of the Light Rail Transit System, the City street system, Fixed Facilities of the Fixed Guideway.

2-1.0225. Maintenance, Non-Programmed. Major Maintenance activities performed on an irregular, infrequent or unscheduled basis.

2-1.0226. Maintenance, Programmed. Maintenance activities performed on a routine, frequent or scheduled basis on items requiring recurring maintenance.

2-1.0227. Median/Shared Right-of-Way Operation. The operation of a DART Fixed Guideway within the median or on the surface of the right-of-way of a street or thoroughfare.

2-1.0228. Member City (Cities). DART's Member Cities, as of the date of this ILA, to-wit: Town of Addison; City of Carrollton; City of Cockrell Hill; City of Dallas; City of Farmers Branch; City of Garland; City of Glenn Heights; Town of Highland Park; City of Irving; City of Plano; City of Richardson; City of Rowlett; and City of University Park.

2-1.0229. Modification. The removal, replacement, alteration, construction, support or relocation of a City Facility, Fixed Facility, Fixed Guideway or Utility Facility, or any portion thereof, whether permanent or temporary.

2-1.0230. Off Premise Sign. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place service or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

2-1.0231. Off-Schedule Train. A Train that operates on non-scheduled Headway between established control points due to delays and other infrequent conditions.

2-1.0232. On-Schedule Train. A Train that achieves its scheduled Headway at established control points as referenced by a published schedule.

2-1.0234. **Operational Throughway.** The Strip of land or the structure used for rail operations, including the air space immediately above the rails where overhead contact equipment and other associated hardware may be located. It generally includes the Fixed Guideway and a portion of the City right-of-way used for a grade crossing. The Operational Throughway is typically within rail warning strips, within the median curb, or within ten (10) feet outside of the outer rail of the tracks or within ten (10) feet of any overhead contact wire, attachments, or supports.

2-1.0235. **Operations Control Center ("OCC").** The DART central communications center which solely directs the day-to-day revenue and non-revenue operation of the Light Rail Transit System.

2-1.0236. **Overhead Contact System ("OCS").** The system of poles, contacts, wires, attachments and supports providing electric power to the LRV's.

2-1.0237. **Peak Period.** The period of time within which traffic flows are at their peak in the Dallas/Fort Worth metropolitan area including the Member Cities.

2-1.0238. **Service Plan.** An outline of the services to be provided by DART to the Member Cities as officially adopted by the DART Board from time to time.

2-1.0239. **Station.** A Fixed Facility consisting of structures, platforms, concourses, pedestrian and vehicular circulation facilities, intermodal transfer facilities and parking, landscaping and passenger amenities within the boundaries of the Fixed Facility site which enables patrons to enter and leave the Light Rail Transit system.

2-1.0240. **Station Area.** That additional land outside the area actually needed for the Station site that the City determines should be considered in the City's Station Area planning process.

2-1.0241. **Station or Terminal Complex.** A Fixed Facility so designated in the DART Service Plan pursuant to the requirements of Section 452.151 *et seq* of the Texas Transportation Code, wherein residential, institutional, recreational, commercial and industrial facilities may be included.

2-1.0242. **Station Area Plan.** The Plan resulting from planning implemented by the City and intended to integrate a Station into the community, including streets, sidewalks, pedestrian easements and sub-surface and aerial walkways.

2-1.0243. **Substation.** An enclosure containing equipment which converts electric power from the utility company to electric power fed to the Overhead Contact System.

2-1.0244. **Texas Manual of Uniform Traffic Control Devices ("TMUCTD").** The State of Texas guide for providing and operating traffic control devices.

1.0245. **Traffic Flow.** The behavior of motor vehicle traffic movement (including controlled stops) along a public roadway or at a roadway intersection whether signalized or non-signalized.

2-1.0246. **Traffic Management Center ("TMC").** The City facility where the electronic central control, monitoring and communications necessary to operate traffic signal lights under City jurisdiction takes place.

2-1.0247. **Traffic Signal Settings.** The phasing and timing parameters required to operate a signalized intersection.

2-1.0248. **Traffic/Train Signal System ("TTSS").** The area traffic signal system (containing two (2) or more traffic signals and associated components) which is impacted by the coordinated operation or presence of a Train grade crossing and including the grade crossing and associated components. It can also be referred to as a "Traffic/Train System". A single, signalized intersection that is adjacent to a Grade Level ("At Grade") Street Crossing constitutes an isolated signalized crossing or intersection ("ISC")

2-1.0249. **Train.** A consist or grouping of one or more LRV's or other rail cars combined by coupling into a single operating unit.

2-1.0250. **Train Signal Indications.** Traffic signal aspects and indications for trains to help control LRT operations in street areas or approaching street areas which have displays that are unique and different from those controlling street motor-vehicle traffic. These aspects use vertical and horizontal bars to display their indications, meet all light rail industries standard technical criteria and are controlled by the Traffic/Train Signal System.

2-1.0251. **Utility Facilities.** Facilities for the provision of specific utility services to the public, including but not limited to water, sewer, drainage, electric, natural gas, telecommunication and cable television facilities whether owned by the City or by a public or private utility company operating under a franchise, license or other arrangement with the City.

2-1.0252. **Warning Strips.** The painted or textured area separating the Fixed Guideway from other public roads or areas.

§2 - ARTICLE 2. City Responsibilities and Officials.

2-2.01. **City Responsibilities.** The City is responsible for the review and approval of the design and construction of DART improvements situated in City rights-of-way or on other City property in accordance with the provisions of the Act. The City pledges to cooperate with DART in achieving DART's goals and schedules by expeditiously reviewing all submitted plans and documents and committing to combine its public and technical review processes with DART's wherever possible. The City will consult and cooperate with DART as fully as possible with regard to all aspects of the transit system plan as it relates to the City.

2-2.02. **City Officials.** The principal City officials and representatives with whom design and construction of the DART regional transportation system will be coordinated are:

2-2.0201. **The City Council.** The elected governing body of the City as established in the City Charter and/or pursuant to the Laws of the State of Texas. City Council approval is required for certain matters in connection with DART acquisition of real property and modifications and additions to the Fixed Guideway and Fixed Facilities within the City limits.

2-2.0202. **The City Manager.** The chief executive officer of the City, appointed by the City Council to carry out the policy of the City as set by the City Council and responsible for the day to day operations of the City. The City Manager has final authority on behalf of the City to interpret City policy and technical issues relating to DART.

§2 - ARTICLE 3. DART Responsibilities and Officials.

2-3.01 **DART Responsibilities.** DART is responsible for planning, designing, constructing, maintaining, operating and financing all of the Fixed Facilities and other components of the transit system plan as approved by

the DART Board from time to time. In the development of the transit system plan, DART will comply with all applicable laws, ordinances and regulations of the governmental entities having oversight control of the Fixed Facilities and Fixed Guideway. DART will help expedite the City's review of DART's plans by providing timely, accurate and complete information when requested by the City and by combining its public and technical review processes with the City's comparable processes whenever possible. DART will consult and cooperate with the City as fully as possible with regard to all aspects of the transit system plan as it relates to the City.

2-3.02. DART Officials. The principal DART officials who have direct responsibility for planning, design, construction and operation of the regional transportation system are:

2-3.0201. DART Board of Directors. The governing body of DART, its Board of Directors (the "DART Board"), is composed of members appointed by the Member Cities. Pursuant to the Act, the DART Board is empowered to establish the policies of DART, including those controlling planning, development and operation of the regional transportation system. Among other very broad powers, the Board has statutory authority to adopt and amend the Service Plan, interlocal agreements with other governmental entities and financial plans.

2-3.0202. President/Executive Director. The chief executive officer of DART, appointed by the Board to administer the Board adopted policies and charged with the responsibility for the day to day operations of the authority. The President/Executive Director has final authority for interpreting and insuring implementation of DART policy.

§2 - ARTICLE 4. Compensation for Services. The City and DART are both governmental entities with duties and responsibilities to the public and each other as provided by the Act and state law. Where either is carrying out its existing statutory duty to review and/or approve plans, specifications, designs, requests, work programs and the like, no charge will be made for staff time used in exercising such governmental duties. For other services provided by DART to the City, or provided by the City to DART, compensation shall be determined as follows:

2-4.01. Payment for City Services to DART. When lawfully authorized, DART shall reimburse the City for actual expenses incurred by the City attributable to services requested by DART that are in support of and in addition to the statutory services that the City would normally provide in the planning, design, construction and operation of a facility. In these limited circumstances, DART will issue written task orders that include descriptions of service, not-to-exceed hours (by labor category), expenses and completion date. No work will be reimbursed that has not been requested and authorized by written task order from the DART President/Executive Director or his designee prior to the work being undertaken.

On or before the 15th day of each month, the City may submit an invoice for payment for the previous month's City services to the DART President/Executive Director or his designee. Each invoice will be based on products to be produced, services provided and/or review activities and will include a brief progress report.

2-4.0101. Products to be Produced. For products to be produced, City staff services will be documented in the form of a statement of percent complete for each product, combined into a statement of percent complete of total products to be produced. The invoice amount for these services will be the sum of Direct Costs for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs, not to exceed thirty percent (30%).

2-4.0102. Review Activities. For review activities, City staff services will be documented in the form of actual Direct Cost for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs, not to exceed 30%. The invoice will include percent complete for review activities.

2-4.0103. **Payment; Audit of Books.** DART will pay each approved invoice within thirty (30) days after receipt. DART shall have the right to audit the City's books and records to verify the amounts invoiced and any adjustments to the invoiced costs will be made within thirty (30) days after final resolution.

2-4.02. **Payment for DART Services to City.** When lawfully authorized, the City shall reimburse DART for actual expenses incurred by DART attributable to services requested by the City that are in support of and in addition to the services DART would normally provide in the planning, design, construction and operation of Fixed Facilities and Fixed Guideways. In these limited situations, the City shall issue written task orders that include descriptions of service, not-to-exceed hours, expenses and completion date. No work will be reimbursed that has not been requested and authorized by written task order from the City Manager or his designee prior to the work being undertaken.

On or before the fifteenth (15th) day of each month, DART may submit an invoice for payment for the previous month's DART staff services to the City department that requested or authorized the services. Each invoice will be based on products to be produced, services provided and/or review efforts and will include a brief progress report.

2-4.0201. **Products to be Produced.** For products to be produced, DART staff services will be documented in the form of a statement of percent complete for each product, combined into a statement of percent complete of total products to be produced. The invoice amount for these activities will be the sum of actual Direct Cost for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs not to exceed thirty percent (30%).

2-4.0202. **Review Activities.** For review activities, DART staff services will be documented in the form of actual Direct Costs for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs not to exceed thirty percent (30%).

2-4.0203. **Payment; Audit of Books.** The City will pay each approved invoice within thirty (30) days after receipt. The City shall have the right to audit DART's books and records to verify the amounts invoiced and any adjustments to the invoiced costs will be made within thirty (30) days after final resolution.

2-4.03. **Limitation on Payments.** Payments by either DART or the City under this Article 4. shall not exceed the amounts appropriated from time to time by the City Council or DART Board respectively.

§2 - **ARTICLE 5. Issue Resolution.** The appropriate department directors for the City and DART will make a good faith effort to resolve any technical and policy issues arising between the parties. If such issues cannot be resolved at that level, they will be forwarded to the President/Executive Director and City Manager as the final arbiters in accordance with the powers and authority vested in them, unless City Council or DART Board policy determinations are required.

SECTION THREE PLANNING AND DEVELOPMENT

§3 - **ARTICLE 1. Major Service Plan Changes.**

3-1.01. **Technical Review.** The appropriate City staff may review any proposed DART Service Plan Change as described in §452.302 of the Act, and shall review any proposed Major Service Plan Change as described in §§452.303 and 452.304 of the Act.

3-1.02. Addition of New Fixed Guideway Route. For purposes of this ILA, the "addition of a new Fixed Guideway route" shall mean:

3-1.0201. the creation of a Fixed Guideway route by connecting a point presently designated on the current Service Plan to a point not presently designated on the current Service Plan; or,

3-1.0202. the shifting of a route from the route specified in the Service Plan to a new location which is (a) more than 300 feet measured horizontally from the existing route or (b) less than 300 feet measured horizontally if the shifting moves the Fixed Guideway to a City street; or,

3-1.0203. the creation of a Fixed Guideway route starting and ending at points outside the current Service Plan.

3-1.03. Measurement Criteria. For purposes of measurement under this ILA, the Service Plan route shall be considered to extend from boundary to boundary of any right-of-way in which a route is situated as shown on the current Service Plan, i.e. if a 100 foot wide rail corridor is designated as the route in the Service Plan, measurements shall be taken from the boundaries of the corridor.

§3 - ARTICLE 2. Fixed Facility and Fixed Guideway Site Selection.

3-2.01. DART Responsibility. It shall be DART's responsibility to select sites and locations for its Fixed Facilities and Fixed Guideways. The designation of vehicular and pedestrian entrance locations to such Fixed Facilities shall be coordinated with appropriate City staff as reasonably necessary.

3-2.02. Alternative Development and Evaluation. For each Fixed Facility to be located within the City limits, DART, after consultation with City staff, will identify one or more alternative sites. For each of the alternatives, the City, at its discretion, may provide DART with an analysis and/or review of the City's perceived impacts of such Fixed Facilities on existing and future land uses and traffic impacts. After the DART Board has included a site in the Service Plan, the City will provide to DART a detailed analysis of the impacts, if any, of the site on existing and potential land use and development. Upon receipt of the City's analysis, DART will prepare and submit to the City for review a Traffic Impact Study for the DART preferred site.

3-2.03. Public Involvement. During the alternative development and evaluation process, DART will conduct its established public involvement process, consisting of open meetings, briefings, public hearings and workshops with neighborhood residents, property owners, business persons and other interested groups and individuals. The number and type of public involvement activities will conform to the requirements of the Act and DART's adopted policies and procedures for selecting Fixed Facilities, and will likely vary depending upon the complexity of the issue. City staff will participate jointly in the public involvement process where coordination is necessary with other City activities and to provide information on traffic, land use and projected or potential development impacts.

3-2.04. City Council Briefings. DART and City staff will brief City Council committees, or the Council as a whole, and appropriate City commissions as necessary or desirable concerning the alternatives under consideration for each Fixed Facility prior to the DART Board's final selection of a preferred alternative.

3-2.05. City Review. Following DART selection of a preferred alternative for each Fixed Facility, at the thirty percent (30%) design stage, DART will submit the preferred site plan to the City for review, along with the Traffic Impact Study if needed and such other documentation and information as may then be available for review. DART shall provide supplemental information in an ongoing and timely manner as it becomes available so as to provide for adequate review. This submission may be accompanied by a request for City approval of eminent domain authority, zoning changes as needed for the Fixed Facility, thoroughfare plan amendments or other permits, actions or authorizations required by the Act or applicable City ordinances.

3-2.06. **Platting and Zoning.** DART will comply with all applicable provisions of the City's Zoning and Subdivision Ordinances as they pertain to the Service Plan. In those cases where property was acquired by DART through eminent domain proceedings, and possession has been secured by DART pursuant to the provisions of Section 21.021, Texas Property Code, the City shall process DART zoning and subdivision requests as if DART were the owner of the property.

3-2.07. **Joint Public Hearings; Expedited Processes.** Joint public hearings sponsored by the DART Board and the City Council will be scheduled and held whenever possible. The City commits to expedite its processes to the greatest extent possible and both DART and the City agree to make a good faith attempt to combine the City and DART processes where overlap occurs and/or additional efficiency can be achieved.

§3 - ARTICLE 3. Station Area Planning.

3-3.01. **City Responsibility.** The City shall be responsible for preparing a Station Area Plan after a Station site is approved, when, as and if the need for such a plan is deemed appropriate by the City. Such Station Area planning by the City will provide for DART participation at all stages. At the outset of the planning phase, a project team will be formed including DART and City personnel to insure coordination between the City and DART in the process and to facilitate DART's input therein. Each Station Area Plan will establish land use, development guidelines, traffic plans and recommend zoning and other implementation proposals.

3-3.02. **Station Area Plan, General Requirements.** Each Station Area Plan will be based on an approved Station site and pedestrian access points. At the beginning of the Station Area planning process, the City shall indicate its information needs to DART so that DART can assist in expediting the planning process by providing essential information.

3-3.03. **Station Area Plan Development Process.** The Station Area Plan development process will include:

- 3-3.0301. a public involvement process;
- 3-3.0302. establishment of study area boundaries;
- 3-3.0203. collection of data regarding existing conditions in the Station Area;
- 3-3.0304. analysis of existing conditions;
- 3-3.0305. development of goals and objectives for the Station Area;
- 3-3.0306. assessment of potential impacts of future development alternatives or guidelines;
- 3-3.0307. formulation of recommendations;
- 3.0308. public review of recommendations;
- 3-3.0309. development of final recommendations;
- 3-3.0310. public hearings; and
- 3-3.0311. adoption of a final plan by the City.

3-3.04. **City Public Involvement.** The City will conduct a public involvement process which may include briefings and workshops involving neighborhood residents, property owners and business persons in the Station

Area Plan development and evaluation process. Notification of meetings will be carried out consistent with existing City ordinances and applicable State Law, and may include persons who participated in DART's Fixed Facility site selection process. DART staff will be invited to participate in the public involvement process in order to provide accurate DART information related to the Plan development.

3-3.05. **City Briefing of DART Board.** The City staff will brief the DART Board or its designated committee when and as requested by DART on the draft Station Area Plan.

§3 - ARTICLE 4. Acquisition, Use and Ownership of Land and/or Facilities.

3-4.01. **Land Acquired by the City for DART.** In the event that DART requests the City to acquire real property for the sole use by DART, all City expenses, including but not limited to acquisition and relocation costs, surveys, title expenses, staff costs (including attorneys), consultants, appraisals and costs and judgments in connection with judicial proceedings, including attorney's fees and awards, incurred in the process of acquiring the real property, shall be paid by DART at the time the title is conveyed to DART by deed.

3-4.02. **Land Acquired by DART for the City.** In the event that the City requests DART to acquire real property for the sole use by the City, all DART expenses, including but not limited to acquisition and relocation costs, surveys, title expenses, staff costs (including attorneys), consultants, appraisals and costs and judgments in connection with judicial proceedings, including attorney's fees and awards, incurred in the process of acquiring the real property, shall be paid by the City at the time the title is conveyed to the City by deed.

3-4.03. **Joint Use Facilities.** If there is an occasion whereby the City and DART share the use of facilities, either the City or DART may acquire and own the facilities and a separate agreement between the parties will be negotiated and executed to address the costs and revenues associated with the acquisition, construction, operation and maintenance of the respective land and facilities located thereon.

3-4.04. **Use of City Property.** As provided in the Act, DART shall have the non-exclusive right to use, without charge (other than reimbursement of City expenses incurred in accommodating DART Facilities), the air, surface or subsurface areas of City public streets, alleys, and rights-of-way for the construction and operation of Fixed Guideways as reflected in the Service Plan, subject to review and approval by the City as provided by law, PROVIDED, HOWEVER, such right of use shall be subordinate to the City's right to use of such public streets, alleys and rights-of-way for its own municipal public purposes and facilities.

3-4.05. **Use of DART Property.** The City shall have the non-exclusive right to use, without charge (other than reimbursement of DART expenses incurred in accommodating City Facilities), the air, surface or subsurface areas of DART right-of-ways for City streets and City-owned or operated utilities, subject to review and approval by DART, PROVIDED, HOWEVER, such right of use shall be subordinate to DART's right to use such rights-of-way for DART's own public transit purposes and facilities.

3-4.06. **Crossing Procedure; Utility Relocation and Maintenance Requirements.** At such time as either party (the "Requesting Party") desires to use the other party's (the "reviewing Party") right-of-way for its own public purposes and facilities, the Requesting party shall submit its proposal, including plan and profile sheets, to the Reviewing Party. Each proposal shall contain sufficient information and detail to determine the extent and location of the Requesting Party's proposed use. After consideration, the Reviewing Party shall provide comments to the Requesting Party without undue delay. Upon concurrence by the Reviewing Party, the Requesting Party may begin work.

The Requesting Party shall bear the entire cost and expense of designing, installing, constructing, reconstructing, repairing, operating, removing, replacing and maintaining its facilities within the Reviewing Party's rights-of-way, as well as all costs associated with relocation of and damage to the Reviewing Party's and others' facilities. All construction work and maintenance within such rights-of-way shall be done in a good and

Removal

Rail Crossing

workmanlike fashion and at such time and in such manner so as to minimize interference with the Reviewing Party's operations and facilities.

In the event construction work on the Reviewing Party's rights-of-way is to be done by a contractor of the Requesting Party, and the contract is for more than \$25,000.00, the Requesting Party shall require payment and performance bonds equal to 100% of the construction contract. In all instances where a contractor is utilized, the contract shall provide that both the Requesting Party and the Reviewing Party, their officers and employees, shall be named as indemnitees of the contractor and as additional named insureds on the contractor's required liability insurance policies.

In the event the Requesting Party's facilities must be relocated a later date to accommodate the Reviewing Party's facilities, such relocation shall be accomplished at no cost to the Reviewing Party.

3-4.07. Exercise of Superior Rights. In those circumstances where one party has rights superior to the other party, the party having superior rights commits to act reasonably when the exercise of those rights could adversely impact the operation of the other party's facilities previously approved or existing.

§3 - ARTICLE 5. Right-of-Way Protection.

3-5.01. Information. DART will provide any surveys and mapping needed to implement this Article.

3-5.02. Set back Requirements. In order to protect the health, safety and welfare of the citizens of the City, and the respective parties to this ILA, setback requirements for the location of structures on real property that abuts or adjoins Fixed Guideway alignments may be adopted by the City. The setback requirements shall be jointly developed by DART and City staff with final authority for establishment thereof resting with the City.

3-5.03. Review of New License Requests and Adjacent Development. The City will provide DART copies of all applications and/or requests for private licenses, abandonment's, building permits, plats, zoning changes and zoning and subdivision variances within the area adjacent to the Fixed Guideway corridors and in the vicinity of Stations or other Fixed Facilities, or as otherwise jointly determined by DART and City staff. DART will furnish its comments to City staff within ten (10) working days after receipt of the information. The City will consider DART's comments as a part of the normal application process established by City ordinance for the particular type of application or request and will coordinate with DART to protect areas identified in the Service Plan, including surface, subsurface and air rights. In the event purchase of property is necessary for DART's use, it is DART's sole responsibility to initiate any action for said purchase.

3-5.04. Amendment, Modification and Termination of License Agreements. The City will exercise all legal rights possessed by it to amend, modify or terminate license agreements issued by the City to owners of private property abutting or adjacent to public rights-of-way, which licenses permit the use of public right-of-way for temporary private use, subject and subordinate to the City's right to use such property for public purposes in accordance with the following policies and procedures:

3-5.0401. Identification of Licenses. When the planning, design and engineering of proposed DART Fixed Facilities or a Fixed Guideway reaches a level sufficient for DART to determine the impact on private licenses, and to identify the private licenses which must be amended, modified or terminated, DART shall deliver to the City a report indicating the licenses to be affected and the actions which are necessary for the City to undertake with regard thereto. Possible actions would include, but not be limited to permanent termination, modification or amendment.

3-5.0402. Advanced Notice. DART shall give the City as much advanced written notice as possible prior to the first required action of the City under any applicable license agreement requiring action.

3-5.0403. **City Action on Licenses.** Following City approval of DART's plans regarding the temporary or permanent termination, modification or amendment of private licenses, the City will take such required action requested by DART, PROVIDED, HOWEVER DART agrees to pay the City's expenses or losses incurred in undertaking such actions.

3-5.0404. **Litigation Resulting From City Action on DART Request.** In the event of litigation resulting from the adoption of an ordinance or resolution, or the cancellation or termination of an existing license by the City Council on DART's request, DART agrees to defend both the City and DART and DART shall be solely responsible for payment of all expenses, damages, attorney's fees, settlements and judgments related thereto; PROVIDED, HOWEVER, that DART shall not be responsible for or indemnify the City for errors by the City or its staff in carrying out the request for DART. The City and DART agree to cooperate with one another in the defense of any such lawsuits, and no lawsuit shall be settled by the City without the prior approval from DART where DART funds are liable for any portion of the settlement.

3-5.0405. **Concurrent City and DART Projects.** In the event the City and DART are concurrently conducting projects on the same street location or vicinity and any license agreement requires amendment, modification or termination as a result of both projects, DART shall not be obligated to pay the City's staff and direct costs and the responsibility for payment of relocation costs, defense expenses and responsibility for court costs and judgments resulting from such litigation shall be determined by DART and the City on a case-by-case basis prior to construction by either party unless otherwise agreed in writing.

3-5.0406. **No Third Party Beneficiary.** The provisions of this Article 3-5.04 are solely for the benefit of the City and DART and are not intended in any way to confer any third party beneficiary rights, privileges or benefits upon any person or entity not a party to this ILA.

§3 - ARTICLE 6. Traffic Mitigation Measures.

3-6.01. **Grade Separation Warrant Criteria.** All proposed Grade Level Street Crossings, street closures, street relocations and Median/Shared Right of way Operations, or joint or shared use of a right-of-way or facility, including those in the approved Service Plan will be subjected to thorough evaluation by the appropriate staff from the City and DART to recommend whether the street should be closed or relocated or the crossing protected, or grade separated. The process for evaluating these conditions shall include the following primary Warrant Criteria: (a) traffic projections; (b) safety; (c) length and dissipation of vehicle queues; (d) automobile delay; (e) LRT delay; (f) changes in level of service; (g) impact on area-wide signal systems; (h) cost-effectiveness; and (i) mitigation measures.

3-6.02. **Evaluation of Warrant Criteria.** In evaluating the Warrant Criteria, DART has determined that, subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, two (2) specific warrants can effectively measure whether a street intersecting a rail line should be grade separated, namely (a) queuing impacts and (b) level of service ("LOS") impacts.

3-6.0201. **Queuing Impacts.** If the presence of DART's rail line causes vehicular traffic on streets adjacent to the rail line to queue through adjoining intersections or queue through the LRT intersection, a queuing impact may exist. Subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, a grade separation is warranted if the frequency or duration of the queuing impact is deemed significant.

3-6.0202. **Level of Service (LOS) Impacts.** If the presence of DART's rail line causes the level of service on streets adjacent to the rail line to drop two (2) or more levels, or causes the street to have a LOS of "F", a LOS impact may exist. Subject to a determination that other

reasonable and effective traffic mitigation measures are not feasible, a grade separation is warranted if the frequency or duration of the LOS impact is deemed significant.

3-6.03. Existing Grade Separation; Street Modification. Any modification to a City street right-of-way requires City approval. In those places where a grade separation already exists, DART must continue the grade separation unless it is mutually agreed to discontinue the grade separation.

3-6.04. Technically Warranted Traffic Mitigation Measures. Traffic mitigation measures are determined to be technically warranted when the results of the above evaluation indicate that street modifications are required in order to operate the DART Light Rail Transit System and provide level of service "D" or better for existing or projected cross street traffic. However, in no event shall the projected level of service drop more than one (1) level. Such traffic mitigation measures include but are not limited to Grade Separations, Grade Level Street Crossings, street closures, right-of-way acquisitions, street construction, reconstruction or relocation's, or modifications in Median/Shared Right-of-Way Operations. In developing and implementing its Service Plan, DART shall be responsible for funding all technically warranted traffic mitigation measures. DART agrees to design, construct and maintain all Grade Level Street Crossings and signalization with minimum disruption to cross-traffic.

In those circumstances where additional street or railroad right-of-way is required to implement the mitigation measures, the City Council, consistent with normal procedures, will either (a) approve the new street alignment and grant to DART authority to carry out eminent domain proceedings necessary to implement the new street alignment, or (b) hold a public hearing following City notification to property owners within 200 feet of the properties that would be impacted to consider public comments on the new street alignment prior to voting to approve, deny or modify that alignment.

3-6.05. Technically Warranted Grade Separations. DART will design and construct at DART's cost, grade separations at crossings that meet grade separation warrants subject to a determination by DART that other reasonable and effective traffic mitigation measures are not feasible, and there are no physical, environmental, financial or other constraints that would preclude a grade separation.

3-6.06. Non-Warranted Grade Separations. For grade crossings that do not meet grade separation warrants or crossings where other reasonable and effective traffic mitigation measures are feasible but the City still desires a grade separation, DART agrees to design and construct the grade separation subject to a determination by DART that there are no physical, environmental, financial or other constraints that would preclude a grade separation and will contribute One and One Half Million Dollars (\$1,500,000.00) toward the incremental cost thereof. The requesting city or others must agree to pay the remainder of the incremental cost prior to DART beginning design on the project.

3-6.07. Provisions for Future Grade Separations. Following completion of a particular grade crossing, should the construction of a grade separation in the future, become necessary at that location in the judgment of the appropriate City and DART staffs based on the technical considerations set forth in this Article, DART will design and construct the Grade Separation subject to a determination by DART that other reasonable and effective traffic mitigation measures are not feasible and there are no physical, environmental, financial or other constraints that would preclude a grade separation and the allocation of funding responsibilities for both design and construction shall be determined between the City and DART prior to beginning design on the project, PROVIDED, HOWEVER, that DART will contribute no more than fifty percent (50%) of the cost of the retrofit up to a maximum of One and One Half Million Dollars (\$1,500,000.00).

3-6.08. Future Agreements. For any mitigation measures, including but not limited to Median/Shared Right-of-Way Operation, Grade Level Street Crossings, protection devices or Grade Separation structures, agreements that set forth the responsibilities of DART and the City may be developed by the appropriate City and DART staffs for implementation as appropriate.

§3 - ARTICLE 7. Shifts in Vertical Alignments. Any shift in vertical alignment proposed by DART which is more than fifteen (15) feet measured vertically from the existing alignment in the Service Plan, and which is necessitated by considerations other than traffic, shall be evaluated to determine what mitigation measures, if any, are appropriate based on a process similar to that described in Article 3-6 of this ILA. This evaluation shall include consideration of the following primary criteria: (a) noise; (b) safety; (c) drainage/floodplain; (d) geometric requirements; (e) access to adjacent properties; (f) aesthetics/visual intrusion; (g) cost-effectiveness; and (h) other considerations unique to the proposed vertical realignment.

§3 - ARTICLE 8. Environmental and Special District Compliance. Both DART and the City will adhere to all current and future laws, regulations and ordinances enacted by the United States of America, the State of Texas and the City with respect to the environment and special districts such as historic districts and sites. Environmental concerns will include, but not be limited to, physical environmental elements such as floodplains, drainage, soils, slopes and vegetation as well as other elements as they relate to health and safety, e.g. air, water and noise pollution. The City supports incorporation by DART of mitigation measures in the construction and operation of its transit system Plan designed to assure that a high level of urban and natural environmental quality is maintained.

§3 - ARTICLE 9. Off Premises Signs. DART agrees to comply with all City ordinances governing Off Premise Signs. DART will not allow the erection of new Off Premise Signs on DART property in the City outside of Fixed Facilities. DART will continue to maintain existing legal Off Premise Signs on DART property in accordance with all applicable City ordinances and may also relocate existing, legal Off-Premise Signs on DART property in accordance with all applicable City ordinances within the same DART project area from which they were removed if their removal was required for the construction of a Fixed Facility or a Fixed Guideway.

The City agrees that advertising signs in all DART Stations, bus transit centers and bus shelters shall be wholly exempt from the City's sign ordinance unless those signs are designed to inform or attract the attention of persons outside the specific site, PROVIDED, HOWEVER the limitation imposed herein does not extend to informing or attracting the attention of rail or bus patrons to the location of the Station or transit center.

SECTION FOUR FIXED FACILITY AND FIXED GUIDEWAY DESIGN AND CONSTRUCTION

§4 - ARTICLE 1. Design.

4-1.01. Design Criteria and Approvals. City staff review and concurrence will be required during all design phases for all proposed LRT construction within City Right-of-Way, on City Property or on private property where City Facilities are affected. Final plans for such construction shall require approval by the City Manager or his designee prior to commencement of construction, which approval shall be required within 21 calendar days after receipt of submission by DART. Reasonableness tests shall include compliance with applicable laws, codes and ordinances and the standards outlined in §§4-1.03 and 4-1.04 along with standard engineering and construction practices recognized in the Dallas-Fort Worth Metroplex for similar construction.

4-1.02. Design Review on State Highway System Facilities. For those Fixed Facilities or Fixed Guideways proposed to be located in a State Highway System highway under the ownership, maintenance or operating jurisdiction of the City, DART will provide the City with a copy of each of its design submittals to the Texas Department of Transportation ("TxDot") at the same time they are submitted to TxDot. The City will provide its comments to TxDot for consideration and action and furnish to DART a copy of all transmittals to TxDot at the same time they are submitted to TxDot. The City shall identify all such comments as City-generated so that DART may directly interact with the City as appropriate.

4-1.03. Design Documents for City Facilities. Subject to modification permitted by the City, the following list of documents shall be used by DART in the preparation of its Designs and shall govern all construction by DART within City right-of-way and on City property:

4-1.0301. Standard Specifications for Public Works Construction, North Central Texas Council of Governments;

4-1.0302. Paving Design Manual;

4-1.0303. A Policy on Geometric Design of Highways and Streets, 1990, American Association of State Highway and Transportation Officials ("AASHTO Green Book");

4-1.0304. Storm Drainage Design Manual;

4-1.0305. Driveway and Parking Lot Design Manual;

4-1.0306. Drawings, Details and Standard Appurtenances for Water and Sanitary Sewer Construction Methods;

4-1.0307. Water and Wastewater Design Manual;

4-1.0308. Texas Manual on Uniform Traffic Control Devices;

4-1.0309. Traffic Barricade Manual, Department of Transportation;

4-1.0310. Street Cut and Excavation Repair Standards;

4-1.0311. Thoroughfare Plan;

4-1.0312. All LRT safety guidelines as applicable; and,

4-1.0313. Such other design criteria of general application to private or public development activities as may be developed from time to time.

The City shall notify DART of any changes to the foregoing list of documents.

4-1.04. Design Documents for DART Facilities. The following list of documents shall be used by DART in the preparation of its Designs and shall govern all construction by DART on private property or on DART Facilities other than those covered by Paragraph 1.03 of this Section. Such documents shall include:

4-1.0401. The City Building Code;

4-1.0402. appropriate standards and codes relating to the Light Rail Transit System;

4-1.0403. all other applicable City codes and ordinances;

4-1.0404. all LRT safety guidelines; and,

4-1.0405. DART Design Criteria and Standards.

4-1.05. Amendment of Design Documents. DART shall use the versions of the Design Documents listed in Paragraphs 1.03 and 1.04 of this Section in effect at the time of approval by the City of the project definition submittal (10% Design), or upon the execution date of this ILA, whichever is later. Revisions to said Design Documents by the City during the first six-month period subsequent to said date which involve no cost changes in the project shall be incorporated by DART in future project submittals. DART will not be required to incorporate revisions by the City to said Design Documents occurring after the first six months.

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to look @ it again

provided the construction is started
project is completed within 18 months

Changes by the City to the Design Documents which involve cost changes to the project after a project definition submittal (10% Design) will be the subject of case by case negotiations between DART and the City.

4-1.06. **Utility Facilities.** During the design of a DART project, when utilities are involved, DART shall conform to City standards and shall adhere to utility franchise, license or other outstanding agreements between the City and the individual concerned utility; PROVIDED, HOWEVER, that this requirement shall not be construed to modify Article 5 of Section Three of this ILA. Upon DART's request, the City shall assist DART to the greatest extent possible in the negotiation of utility relocation agreements with City franchisees. At all times, DART agrees to minimize the disruption of public utilities to the extent reasonably possible.

4-1.07. **Other Design Requirements.** During the Design of a DART project, DART shall develop Traffic Sequence of Construction Plans for City approval. The Sequence of Construction Plans shall provide, among other things, for the handling of vehicular and pedestrian traffic on streets adjacent to the DART project and shall show construction phases, street closings, detours, warning devices, traffic signal phasing and timing changes (temporary and permanent) and any other pertinent devices and/or facilities. DART may make changes to approved traffic maintenance plans only with prior approval by the City. DART shall submit its contractor's haul routes to the City for approval and shall be responsible for documenting existing conditions of haul routes and adjacent streets and private properties adjacent to the project. DART shall make a diligent effort to insure that no debris is spilled on City Facilities and that no excessive wear or damage occurs to City Facilities. Any City Facility that becomes unsightly as a result of DART's action shall be cleaned by DART. Trench safety documents, created, signed and sealed by a registered professional engineer, licensed in the State of Texas and complying with all applicable laws and regulations, shall be required by the City for excavation on a City Facility.

4-1.08. **Temporary Service.** City Facilities shall not be taken out of service without specific approval of the City. If it is determined by the City that temporary service is required as a consequence of DART construction, such shall be furnished and installed by DART at DART's expense. Alternatively, the City may elect to provide the temporary service with reimbursement by DART. The City shall advise DART of the need for temporary service within a reasonable period after the request is made by DART.

4-1.09. **Design Performed by City.** When DART and the City agree that Design for a specific facility modification is to be performed by the City, the following procedures shall govern:

4-1.0901. DART shall issue a DART Task Order to the City, upon acceptance of which, the City shall, in accordance with an agreed schedule for completion and cost reimbursement, proceed to perform the Design.

4-1.0902. The City shall use reasonable efforts to schedule its design to coincide with DART's design schedule for the corresponding section or portion of the DART project.

4-1.0903. The City shall submit the Design plans and specifications to DART for review and comment, along with an estimate of the cost and an estimate of the construction time needed to perform the required work, including procurement of any long lead-time materials.

4-1.0904. The City shall coordinate its facility modification plans with other affected utilities.

4-1.10. **Design Performed by DART.** When DART and the City agree that a Design for a specific facilities modification is to be performed by DART, the following procedures shall govern:

4-1.1001. During the Design process, at the stages agreed upon, DART shall submit to the City the Design plans and specifications for review and subsequent approval. The City shall use its best efforts to expedite and respond to the plan review, approval and permitting process within twenty-one (21) calendar days from receipt of the submittal.

4-1.1002. For City Facilities only, DART shall provide the City with a set of the approved reproducible drawings prior to construction, signed and sealed by one or more registered professional engineers licensed in the State of Texas.

4-1.1003. DART shall coordinate its facility modification plans with all affected utilities.

4-1.1004. DART shall provide three (3) sets of bid documents to the Director of Public Works on or before the date of distribution of the documents to potential bidders. The City shall have the right to review and comment on the bid documents.

4-1.1005. DART shall not direct its contractors to commence work on an approved project within City right-of-way or on City property until the appropriate bonds and insurance certificates have been provided and a City permit obtained for the work.

4-1.11. **Coordination of New City Facilities on City Property or City Right-of-Way.** If the City plans to construct new facilities on City property or right-of-way that would conflict with construction or operation of the DART project, DART and the City shall make arrangements, if possible, to install such new facilities in a place and manner that will not conflict with the DART project. DART shall closely monitor proposed City construction activity to insure this coordination and shall notify the City of possible conflicts. Upon receipt of notice of possible conflicts, the City shall undertake reasonable efforts to modify its plans to accommodate the DART project. Any increased cost to the City in modifying a previously completed Design and any resulting increased cost of construction of City Facilities to accommodate the DART project shall be paid by DART.

City named as a party to the DART project in the right of way

4-1.12. **Betterments.** Before attaining the 65% design level, the City shall provide DART in writing the details of any Betterments the City may require in a specific section of a DART project so that the Design of the Betterments can be coordinated in the overall Design of the project. Upon agreement by DART as to the scope of the Betterments, they shall be constructed by DART at the City's cost.

§4 - ARTICLE 2. Acquisition or Exchange of Land.

4-2.01. **Right-of-Way Acquisition by DART.** In the event the Design of Fixed Facilities or Fixed Guideway requires new street or alley right-of-way outside the Fixed Facilities or Fixed Guideway, it shall be acquired by DART and conveyed to the City by special warranty deed as soon as reasonably feasible following completion of the project. As consideration for such conveyance, the City shall either (a) pay for such right-of-way a sum equal to the fair market value of the land plus acquisition costs, or (b) acquire and exchange other new or additional right-of-way required by DART of equal value or utility.

4-2.02. **Rights-of-Way Abandoned and Transferred to DART.** Unless otherwise agreed by the parties, when construction of a DART project requires existing City streets and/or alleys outside of the Fixed Guideway to be abandoned and title to such right-of-way conveyed to DART, such conveyance shall be made by special warranty deed and as consideration for such transfer DART shall: (a) acquire and convey to City replacement right-of-way of equal value or utility; or (b) pay for such right-of-way a sum equal to the fair market value of the land plus acquisition costs; or (c) exchange other new or additional street or alley right-of-way acquired or to be acquired by DART and conveyed to the City.

4-2.03. **Roadway Closures; Right-of-Way Retained by City.** When existing City Streets or alleys are to be closed as a result of a DART project, and when such right-of-way is not utilized by that DART project, and when title to the property is to remain in the City, no payment for such property shall be required of DART.

4-2.04. **Other City Owned Land.** When a DART project requires acquisition of City owned land other than street or alley rights-of-way, DART shall compensate the City at fair market value for the property rights acquired, which compensation may be in cash, exchange for land owned by DART, credit toward Betterments requested by the City or any combination of methods acceptable to the parties.

4-2.05. **DART Owned Land.** When a City project requires acquisition of DART owned land that is not otherwise to be made available to the City, the City shall compensate DART at fair market value for the property rights acquired, which compensation may be in cash, exchange for land owned by the City or a combination acceptable to the parties.

4-2.06. **City Easements Within Project Right-of-Way.** If a City Facility occupies its existing location in DART owned land by license or easement to the City, and if DART requires the City to make a modification for DART's convenience and the replacement facility will be located within the DART project right-of-way, DART shall accommodate the replacement and the city shall be reimbursed for all costs incurred for relocating such City Facilities. If requested by the City a replacement license or easement shall be granted to the City by DART at no cost to the City. It is hereby understood that in accepting such replacement license or easement and in releasing its existing rights, the City shall be granted the right to install, operate, maintain and remove the relocated facilities on the replacement license or easement. DART agrees to construct DART Facilities so as to allow for said City installation, operation, maintenance or removal if required. Any such installation, operation, maintenance or removal shall be done at such times and in such a manner as not to unreasonably interfere with or endanger DART operations and the City will provide proper notice of any such installation, maintenance or removal.

§4 - ARTICLE 3. Construction.

4-3.01. **City Construction on Behalf of DART.** When it is agreed that the City shall construct a modification to City Facilities necessary to eliminate a conflict with a DART project, the following provisions shall govern:

4-3.0101. DART shall issue a Task Order outlining the construction work which the City is to perform and shall provide a detailed estimate of costs to be paid to the City, including a ten percent (10%) contingency. Upon written acceptance of the Task Order, the City shall use its best efforts to commence and complete the work as agreed upon in conformance with the approved Design plans and specifications, on schedule and within the established budget. All Design and construction costs shall be paid by DART and the City shall be paid its costs as they accrue and are billed to DART. The City shall not use the contingency funds without the prior approval of DART, which approval shall not be unreasonably withheld or delayed.

4-3.0102. The City shall not make any changes in the approved Design plans and specifications without the prior concurrence of DART.

4-3.0103. In the event temporary facilities are necessary to effect a modification, the City may use lands owned or controlled by DART for the purpose of erecting such temporary facilities, provided DART shall have approved in writing the location, usage and duration of such temporary facilities. Upon completion of replacement facilities in their permanent locations, the City shall remove all temporary facilities and restore the area as nearly as practical to its original condition unless the City and DART agree in writing to some different standard.

4-3.0104. The City shall notify DART in writing at least five (5) working days prior to commencing the work so that DART may make arrangements for such inspection and record keeping as DART may desire.

4-3.0105. If reasonably possible, the City shall not exceed the schedule or the amount of money specified in each Task Order without the prior written approval of DART. The City shall advise DART when the project is 75% complete or no later than thirty (30) days prior to completion, whichever is earlier.

4-3.0106. The City shall provide DART such information as shall be necessary in order to incorporate the City's work schedule into DART's scheduling and tracking system.

4-3.0107. If at any time the City has reason to believe that the schedule and/or cost to DART will exceed that specified in the Task Order, the City shall immediately notify DART in writing to that effect, giving its revised schedule and/or cost estimate for the work authorized in the Task Order. Subject to audit and following DART approval, DART shall provide such additional funding as is necessary to complete the work.

4-3.0108. DART shall reimburse the City for all Direct and Indirect Costs incurred by the City to relocate facilities belonging to another agency or company where such facilities are jointly reconstructed with the City's conflicting facilities or where such facilities occupy the area of the City's conflicting facilities pursuant to preexisting agreements.

4-3.0109. Following final completion of the task as assigned, DART shall make final payment to the City for any costs incurred in excess of previous funding received.

4-3.0110. All charges, costs and payments hereunder shall be subject to audit by DART.

4-3.02. **DART Construction on Behalf of City.** When DART and the City agree that DART shall perform a specific modification of a City Facility for DART's benefit, DART shall perform the modification in conformance with the Design plans, specifications, on schedule and within the established budget agreed to by DART and the City during Design and the City shall provide inspection services to insure such conformance. The City shall expedite the inspection process. DART's engineer shall inspect the construction of the modification and shall subsequently certify that the modification was constructed strictly in accordance with the approved plans and specifications. DART may make changes to previously approved modification plans only with the prior written approval of the City.

4-3.03. **Construction of Betterments.** When DART and the City agree that DART shall construct a Betterment to City Facilities, the following provisions shall govern:

4-3.0301. The City shall issue a Task Order outlining the construction which DART shall perform and provide a detailed estimate of costs to be paid to DART including a ten percent (10%) contingency. Upon written acceptance of the Task Order, DART shall commence and complete the work as agreed in conformance with the design plans and specifications. All Design and construction costs for the Betterment shall be the City's responsibility and DART will be paid by the City for all of DART's Direct and Indirect Costs associated with the Betterment.

4-3.0302. DART shall not make any changes in the approved design plans of the Betterment without the prior concurrence of the City.

4-3.0303. In the event that temporary facilities are necessary to effect a Betterment, DART may use lands owned or controlled by the City for the purpose of erecting such temporary facilities, provided that the City shall have approved in writing the location, usage and duration of such temporary facilities and restore the area as nearly practical to its original condition unless the City and DART agree in writing to some different standard.

4-3.0304. DART shall notify the City in writing at least five (5) working days prior to commencing the Betterment work so that the City may make arrangements for such inspection and record keeping as the City may desire.

4-3.0305. If reasonably possible, DART shall not exceed the schedule or the amount of money specified in each Task Order for any Betterment work without the prior approval of the City in writing. DART agrees to use its best efforts to perform the Betterment work specified in

each Task Order within the schedule and cost specified therein. DART shall advise the City when the Betterment project is 75% complete, or no later than thirty (30) days prior to completion, whichever is earlier.

4-3.0306. DART shall provide the city necessary information in order to incorporate DART's work schedule into the City's scheduling and tracking system.

4-3.0307. If at any time DART has reason to believe that the schedule and/or cost to the City will exceed that specified in the Betterment Task Order, DART shall immediately notify the City in writing to that effect, giving its revised schedule and/or cost estimate for the work authorized in the Task Order. Subject to audit and following City approval, the City shall provide additional funding to complete the Betterment work.

4-3.0308. The City shall reimburse DART for all Direct and Indirect Costs incurred by DART to relocate facilities belonging to another agency or company where such facilities are jointly reconstructed with DART's conflicting facilities or where such facilities occupy the area of DART's conflicting facilities pursuant to preexisting agreements.

4-3.0309. Following final completion of the Betterment task assigned, the City shall make final payment to DART for any costs incurred in excess of previous funding received.

4-3.0310. All charges, costs and payments shall be subject to audit by the City.

4-3.04. **Emergency and Regular Maintenance During Construction.** The City shall undertake reasonable efforts to schedule its Maintenance work on City Facilities and to perform such work in an expeditious manner so as not to interfere with construction of a DART project. In any case where a City Facility emergency failure occurs resulting in a serious interruption in the City utility services, the City shall inform DART that access is required to DART's construction area or rights-of-way for the purpose of performing the necessary work or construction. In such cases, DART agrees that it will make whatever accommodations are reasonably necessary to permit the City to undertake the required work. All Regular Maintenance shall be coordinated with DART.

4-3.05. **Proposed Plan Revisions; Field Changes.** All proposed plan revisions or field changes that affect or require the modification of City Facilities shall be expeditiously reviewed and approved by the City prior to commencement of the construction revision by DART. The City shall receive notice of all plan revisions which do not affect City Facilities within a reasonable period of time.

4-3.06. **Record Drawings.** Whichever entity is responsible for a construction in City right-of-way or City property, shall maintain a detailed set of record drawings of such construction as performed. Within sixty (60) days after construction is complete, the party that performed the work shall furnish the other party with complete and accurate record drawings showing all new, modified or replacement facilities installed by the performing party. These drawings shall consist of acceptable reproducible drawings and compatible digital files, if available. Each party shall prepare or cause to be prepared the record drawings for which it is responsible in accordance with the drafting standards of the party responsible for Maintenance of the modification. The City will be allowed to review the drawings during the construction at appropriate DART field offices. The City shall provide record drawings for each modification of all City-owned utilities to DART for inclusion in the total record drawing package.

4-3.07. **Salvage to DART.** Where appropriate, the City may request that DART salvage valuable materials belonging to the City during the course of construction. If the materials, as determined by the City, are to be used in a DART project, they shall be stored by DART or the City until such time as the progress of the work allows the reinstallation of such materials. Materials that are not to be reused and which the City desires to reclaim shall be returned by DART to a location agreeable to DART and the City. If the materials removed by DART are not reusable and are not desired by the City, such materials shall become the property of DART.

4-3.08. Authorizations. If, prior to DART's scheduled date of commencement of work in a section or portion of a DART project, any modification necessary to eliminate a conflict has not been completed, the City may authorize DART to proceed with the construction of the section or portion of a DART project in accordance with DART's schedule, PROVIDED, HOWEVER, that such authorization shall not relieve DART of its obligation to complete the modification; FURTHER PROVIDED, that such authorization does not unreasonably interfere with the City's provision of services to the public, and FURTHER PROVIDED, that the City is permitted under applicable law to grant such authorizations. The city shall not unreasonably withhold or delay its authorization under this section.

§4 - ARTICLE 4. Quality Assurance and Acceptance.

4-4.01. Inspection of Construction of City Facilities. Modification of City Facilities to be maintained by the City shall be inspected and approved by the City. Likewise, the City shall have the right to inspect those sections or portions of a DART Project in which City Facilities exist or may be affected. The City shall furnish its Inspectors to observe such modification of facilities so that upon completion of same, the City will have a basis for acceptance of the work. All City direction affecting DART contractors shall be given through DART representatives EXCEPT when an emergency situation exists or is imminent and the DART representative is not available. The City Water Department Inspectors shall have day-to-day inspection responsibility and, through the DART representative, control, of alterations to the City's water and wastewater system facilities. City and DART representatives shall coordinate throughout the construction process. DART shall have a readily available, designated representative available on site at all times that construction activities are underway on City Facilities and accessible by telephone at all other times for emergency response.

Construction and materials testing as agreed by the City and DART shall be performed by certified laboratories under contract to and paid by DART. DART agrees to furnish to City certified results of all tests.

Following site visits, DART and the City shall inform each other in writing of any deficiencies or discrepancies observed. A daily report will be maintained by each Inspector, a copy of which shall be available at the appropriate field office. Whenever unacceptable work on a City Facility is noted by the City, the Director of Public Works or his designee shall immediately notify DART's Senior Vice President, for Project Management or his designee to repair, replace or correct the work to conform to approved plans and specifications. DART may use whatever means are available or necessary to insure resolution of the problem, including withholding payments to its contractors under the terms of their contracts with DART. The City shall not withhold its acceptance of the work so long as the project was constructed in accordance with the approved plans and specifications.

4-4.02. Final Walk-Through and Acceptance. Upon completion of construction of a City Facility, City staff shall accompany DART's engineer when final walk-through and preparation of the punch list is made of items not in conformance with the approved plans and specifications. Items identified by the City as not in conformance with the approved plans and specifications shall be added to the punch list at the City's request. After the punch list is performed to meet specifications, and upon receipt of certification by a registered professional engineer licensed in the State of Texas that the construction performed conforms with the approved plans and specifications, and evidence of DART's right of possession, City shall accept responsibility for maintenance of any new City Facility, EXCEPT for warranty obligations of the contractor or correction of defective work, which shall remain the responsibility of DART's contractors and for which DART shall obtain correction to the extent authorized by law.

§4 - ARTICLE FIVE. Bonding, Warranty, Insurance and Design Responsibility and Liability.

4-5.01. Bonding. Where DART awards a construction contract in excess of \$25,000.00 in City right-of-way or on City property, the contractor shall provide performance and payment bonds acceptable to the City Attorney and DART's General Counsel in an amount equal to 100 percent of the contract price, with the City and DART named as co-obligees. The bond forms shall be substantially equivalent to the City's standard bond

forms. All bonding shall meet the requirements of State Law with surety companies only acceptable to DART and the City.

4-5.02. Warranty Requirements. DART shall require its contractors to warrant all work against defects in materials and workmanship in writing for a minimum period of one (1) year after final acceptance of the work, and shall require DART's contractors to remedy in a timely manner any defect, or correct and repair any damage, as determined by the City to City Facilities during the warranty period that is caused by a failure of such facilities in stalled or modified by DART's contractor. Latent defects in DART's construction shall also be DART's responsibility following the expiration of the express warranty period to the extent authorized by law.

4-5.03. Insurance. Any Design or construction contracts entered into by DART or the City for work in City right-off-way or on City property in connection with a DART project shall provide for insurance coverage and endorsements acceptable to the DART and City Risk Managers. Such insurance shall not be for less than those types of policies and coverages normally required by the City and DART of its consultants and contractors on similar projects and shall include notification requirements, limits and deductibles acceptable to both City and DART. Insurance meeting the following requirements is acceptable:

4-5.0301. Contractor liability insurance policies shall contain endorsements to the policies of insurance that name the City and DART as additional insureds.

4-5.0302. Any such insurance shall be primary to and not contributing with any insurance maintained by the City.

4-5.0303. Insurance coverage for construction shall include All Risk Builders Risk Insurance (including flood coverage) covering the entire work against loss or damage until completion and acceptance by the City and DART.

4-5.0304. Commercial General Liability Insurance shall be endorsed for broad form property damage, explosion, collapse and underground hazards and shall include independent contractor's liability, personal injury, premises operations, products and completed operations and contractual liability with a per occurrence amount acceptable to the City and DART's Risk Managers.

4-5.0305. Comprehensive Automobile and Truck Liability Insurance for all owned and non-owned vehicles shall have a combined single limit per occurrence amount acceptable to the City and DART's Risk Managers.

4-5.0306. Worker's Compensation coverage as required by law.

4-5.0307. Professional Liability Insurance (Errors and Omissions) for Design consultants, with limits and extended discovery periods acceptable to the City and DART's Risk Managers.

4-5.04. Design Responsibility and Liability. Approval of any DART design and/or construction document by the City shall not be deemed an assumption or acceptance of any responsibility or liability by the City for the adequacy or competency of the designs or construction documents and all such responsibility and liability shall be and remain with DART and its consultants. Likewise, any approval of any City design and/or construction document by DART shall not be deemed an assumption or acceptance of any responsibility or liability by DART for the adequacy or competency of the designs or construction documents and all such responsibility and liability shall be and remain with the City and its consultants.

Some City as an additional insured on projects in the right of way.

§4- ARTICLE 6. General Matters.

4-6.01. **Additional Contract Clauses.** DART shall include in its contract technical specifications related to improvements on City right-of-way or City property such requirements as may be reasonably requested by the City to address project specific needs relating to City Facilities. In addition, DART shall include a provision whereby the DART contractor releases the City from any claim or obligation for payment under the DART contract.

Likewise, the city shall include in its contract technical specifications related to improvements on DART right-of-way or DART property such requirements as may be reasonably requested by DART to address project specific needs relating to DART Facilities. In addition, the City shall include a provision whereby the City contractor releases DART from any claim or obligation for payment under the City Contract.

4-6.02. **Access.** To the extent required by law during DART's construction activities, DART shall maintain vehicular and pedestrian access to property and buildings abutting City right-of-way. DART shall be responsible for conducting, providing and paying for the defense of any litigation in this regard and all costs, expenses, liability and damages resulting from loss of vehicular or pedestrian access as a result of DART construction shall be borne by DART.

4-6.03. **Corrosion (Stray Current) Control.** DART's Designs shall be reviewed by engineers acceptable to the City who are experienced and qualified in the area of stray current control for transit systems and utility lines. Final Designs shall include systems on Fixed Facilities and Fixed Guideways and on utility lines for the proper protection of existing, proposed and future utility lines, both public and private for the design life of the facility. Following completion of construction, DART's engineers shall test and monitor on a periodic basis the transit system and selected utility systems in the vicinity of DART Facilities and operations in order to determine the effectiveness of the stray current corrosion control systems and such findings shall be made available to the City. Any undesirable effects observed by an expert recognized as such by the corrosion control industry, hired by DART and acceptable to the City and DART, shall be corrected at DART's cost. Corrective action may be implemented on transit facilities, utilities or both as necessary and applicable.

4-6.04. **Safety Reviews of DART Designs.** Prior to finalization of DART plans and specifications, DART shall conduct safety review and evaluation of such plans and specifications, particularly with regard to vehicle operations and electrical hazards. Such reviews and evaluations shall be undertaken by fully qualified individuals experienced with the facilities DART proposes to build. The City shall be provided with the completed evaluation reports and DART shall consider and address all recommendations therein contained in its final Designs.

**SECTION FIVE
OPERATIONS AND MAINTENANCE**

§5 - ARTICLE 1. The "Procedures Manual". Pursuant to the Master Interlocal Agreement with the City of Dallas, standard operating procedures for the operation and maintenance of the Light Rail Transit System were established, documented and detailed in the "*Traffic/Train Operations and Maintenance Procedures Manual*", (the "Procedures Manual") which is approved and incorporated by reference and made a part of this ILA as if copied verbatim at this point. The City and DART will, as necessary, add an Addendum to the Procedures Manual reflecting the specific operational and maintenance obligations that differ from those obligations between the City of Dallas and DART.

5-1.01. **The Procedures Manual Addendum.** The Procedures Manual Addendum will contain specific details addressing each of the following matters:

5-1.0101. Specific traffic signal timings for the operation of the traffic and train signals within the City;

5-1.0102. Headways within the City Limits; and,

5-1.0203. Traffic mitigation Design-construction plans;

5-1.02. **Procedures Manual and Addendum Modifications.** Significant modifications to either the Procedures Manual or the Procedures Manual Addendum shall be approved in writing by the City Manger and the DART President/Executive Director. Minor field adjustments, if any, to the Procedures Manual Addendum shall be on the approval of the City Traffic Engineer or other designated City department head and the DART Vice President for Operations or Vice President for Maintenance, as the case may be.

§5 - ARTICLE 2. Maintenance.

5-2.01. **DART Maintenance Obligations.** DART shall assume permanent Maintenance responsibility for the project elements assigned in Exhibit "A" attached hereto and incorporated herein.

5-2.02. **City Maintenance Obligations.** The City shall assume permanent Maintenance responsibility for the project elements assigned in Exhibit "A" attached hereto and incorporated herein.

5-2.03. City Maintenance Work.

5-2.0301. The City shall provide DART advance notification pursuant to Table 1, for any Maintenance, repair or improvement work performed by the City or its contractors on the Operational Throughway that may affect rail operations. All City performed maintenance, repair or improvement work shall be in complete accordance with approved DART Maintenance and safety procedures as documented in the Procedures Manual. The City shall not grant permits for work by utilities or other persons or entities within the DART Operational Throughway without the prior written approval from DART.

5-2.0302. Should the City perform Maintenance, repair or improvement work on or near the DART Operational Throughway, City forces shall provide and install adequate construction warning signs and other requirements in accordance with TMUTCD, the Procedures Manual and standard City practices. When the City is performing work within DART's right-of-way, DART's safety standards or practices shall likewise be followed. In the event of a variance between DART and City safety standards or practices, the more restrictive shall be followed. If City Maintenance, repair or improvement work damages DART Facilities or equipment, the City shall be responsible for the immediate restoration of the affected facilities or equipment to their condition prior to the start of such work by the City.

5-2.04. DART Maintenance Work.

5-2.0401. DART shall provide advance notification as provided in Table 2, to the TMC or appropriate City department to receive advance approval from the City for DART or its contractors to perform any Maintenance, repair or improvement work situated on City right-of-way, on other City property, or that may affect the operation of City Facilities or other utility and/or communication facilities in place. This includes work above City water lines or across City streets where traffic may be affected. DART or its contractors shall be responsible for obtaining any necessary permits or other approvals required by City ordinance prior to beginning the Maintenance, repair or improvement work. Notification to the City is not required if the maintenance, repair or improvement work does not occur on City right-of-way or other City Property and does not affect operation of City Facilities or utility and/or communication facilities.

5-2.0402. Should DART perform Maintenance, repair or improvement work on or near City Facilities, DART shall provide and install adequate construction warning signs and other requirements in strict accordance with TMUTCD, the Procedures Manual and standard DART

practices. When DART is performing work within the City's right-of-way, the City's safety standards and practices shall also be followed. In the event of a variance between DART and City safety standards or practices, the more restrictive shall be followed. If DART Maintenance, repair or improvement work damages City Facilities or equipment, DART shall be responsible for the immediate restoration of the affected facilities or equipment to their condition prior to the start of such work by DART.

5-2.0403. Following completion of the Light Rail Transit System within the City, DART will develop corrosion control inspection and Maintenance procedures reasonably acceptable to the City. DART's engineers will test and monitor on a periodic basis (but not less than annually) the Light Rail Transit System and selected utility systems in the area of DART Facilities and operations in order to determine the effectiveness of the corrosion control systems and such findings shall be made available to the City within thirty (30) days after receipt by DART.

5-2.05. Safety Qualifications. The City shall be responsible for assuring that key City personnel or its contract supervisors performing work on the DART Operational Throughway are certified by DART in proper safety procedures. Certification tags or other identification will be issued to certified personnel and shall be displayed at the work site. DART shall provide safety training and instruction to such personnel and contractors at periodic intervals. Safety training and instruction will be provided by DART within thirty (30) days after notice at a location and time to be determined and specified by DART.

5-2.06. Insurance. City contractors performing work within the DART Operational Throughway, and DART contractors performing work on City property shall each carry suitable casualty and liability insurance with coverages and limits jointly determined by DART's and the City's Risk Managers and complying with SECTION FOUR, ARTICLE 5 of this ILA. Any such policy shall name the other party as an additional insured and proof of such insurance shall be promptly provided to the other party upon request.

5-2.07. Displays and Special Events.

5-2.0701. It is understood by the City and DART that the movement by rail Vehicles and pedestrian and traffic flow along the Operational Throughway is of primary importance to the parties and that under no circumstances will a permit be granted to any person or entity for any use of the Operational Throughway that would in anyway interrupt, block or restrict such activities.

5-2.0702. DART and the City recognize the potential for third parties to request the use of the OCS poles, traffic signal poles and other structural elements for displays (decorative, seasonal, etc.) and recognize the need for a mechanism to process such requests. Each party shall submit to the other a written notification of all requests each receives for approval of any displays to be attached to the other's poles and structures. Neither the City nor DART shall unilaterally grant permits for displays attached to DART OCS poles, City traffic signals or placed above the Operational throughway without the written authorization from both the City and DART and without review under the City's Special Events Permit process. *Under no circumstance shall any display be permitted that would in any way impede the ability to see and react to changing traffic conditions, or to any traffic control device or Train signal while the rail Vehicles or motor vehicles are or may be in operation.*

5-2.0703. Once the City and DART have approved a permit for installation of approved displays, and before such installation is commenced, the permittee shall be required to notify DART's OCC and the City's TMC and any other persons as required by the permit to insure that adequate safety measures are observed. DART reserves the right to perform the installation of any such displays to its OCS poles or above the Fixed Guideway. Each party may require reimbursement for labor and materials associated with its installation of approved displays.

2.0704. Requests for special events such as parades, festivals, sporting events, etc., along or crossing the Operational Throughway shall be submitted to DART at least thirty (30) days in advance of the proposed event for review and comment as part of the City's Special Events Permit process and to the extent such a request affects the Operational Throughway, it must be approved by DART.

§5 - ARTICLE 3. Operations.

*Rail Crossing - Surface Crossing
Maintenance*

5-3.01. General Provisions.

5-3.0101. Joint operational procedures between the City's traffic control system and the DART Train operation system shall be developed and implemented to optimize performance and Level of Service for both modes of transportation.

5-3.0102. While it is recognized that provision of services by both DART and the City benefit the public, the City retains ultimate control over the traffic operation system within the City limits. The City shall coordinate with DART in advance on decisions regarding enhancements or modifications to the traffic controller software that may affect Train operations. Consistent with the parameters established in this ILA and the Procedures Manual, the City will not unilaterally modify the traffic control mitigations (hardware and/or software) in such a manner as to modify Headway or scheduled travel time. Likewise, DART will not unilaterally modify Train operations in such a manner as to disrupt traffic operations.

5-3.0103. Scheduled initial Headway in each direction shall be established for the LRT segments within the City's limits after consultation between DART and the City.

5-3.0104. Headways may be modified in any way after initial setting by a current authorization by the DART President/Executive Director and the City Manager, documented in the form of official updates to the Procedures Manual Addendum.

5-3.02. Train Operation.

5-3.0201. Train operations throughout the DART LRT System shall be established, used and maintained to accommodate the operational requirements of street traffic flow and the operational requirements of At-Grade Train crossings.

5-3.0202. Train operations through the DART-exclusive sections of the Operational Throughway, including grade crossings with automatic warning devices, shall be carried out through methods and criteria determined by DART that are reasonable, consistent with the principles of the Association of American Railroads - Signal Manual of Recommended Practices (the "AAR-Signal Manual") and consistent with the requirements set out in this ILA.

5-3.03. Train Crossing Operating Mitigations (Hardware).

5-3.0301. Automatic warning and traffic control devices (such as signs, automatic gates, bells, flashers) shall be provided by DART and shall be consistent with current standards in the AAR -Signal Manual and the TMUTCD. The type, quantity and location of all the mitigations will be determined through the design-review process based on applicable engineering principles. Automatic warning devices shall work on fail-safe principles.

5-3.0302. When the Operational Throughway is within City-street right-of-way between crossings, special Train-only signal indications may be used as a Train control mitigation.

5-3.04. Street Traffic Operation. Traffic and traffic signal operations within the TTSS shall be established, used and maintained to accommodate the operational requirements of street-traffic flow and the operational requirements of At-grade Train crossings.

5-3.05. Traffic Operating Mitigations (Hardware). DART will provide or reimburse the City for all initial installations of traffic control devices and other hardware necessary to achieve the intended traffic/Train operation as specified herein. These devices include, but are not limited to, solid-state traffic signal controllers and their cabinet control equipment, controller telecommunication connections (cable drops), signal conduits, foundations, detectors and other input hardware, mast-arm assemblies and other structural hardware, signal heads and other output hardware, signs and markings. DART will provide an interface between the Train control system and the traffic control system and other interface enhancements as necessary. Where possible, existing traffic signal equipment will be reused.

5-3.06. Traffic Operating Mitigation (Signal Settings).

5-3.0601. DART will provide or reimburse the City for all signal settings, software and other non-hardware operational control mitigations necessary to achieve the intended traffic/Train operation as specified herein. The signal settings shall be documented in the Procedures Manual.

5-3.0602. The operations procedures shall include signal settings up to five (5) time periods of the daily signal settings schedule (AM peak hour, PM Peak hour, off-peak hours, late-night hours and weekend) as further described herein. The traffic signal settings that are provided and proposed by DART and accepted by City staff will contain the initial signal settings for the traffic signals. City staff will implement the initial signal settings. In general, signal settings shall be complete enough to allow the operation of traffic controllers in a manner consistent with the TMUTCD, City guidelines and practices and with controller manufacturer's specifications.

5-3.0603. Either DART or the City staff may propose minor adjustments to the traffic signal settings with the adjustments to be subject to approval as described herein and to be documented through updates to the Procedures Manual. City staff will perform DART-proposed adjustments with reimbursement from DART, while City-proposed adjustments will be performed by City staff at City's expense.

5-3.07. Maintenance.

5-3.0701. Responsibility for the Maintenance of traffic mitigations is specifically described in Exhibit "A". Generally, DART will maintain all traffic control devices exclusively necessitated by the presence of grade crossings for LRT (e.g. automatic gates, crossing lights, crossing bells, Train-only signals, selected telecommunications elements, etc.) while the City will maintain all other traffic mitigations (e.g. traffic signals and controllers, selected telecommunications elements, signs, pavement markings, etc.). Unless otherwise identified in the operating procedures, DART shall maintain all interface cabling and hardware up to connection on a terminal box located on the traffic controller cabinet.

5-3.0702. The City will be responsible for maintaining the traffic signal system hardware and software. Where traffic signals are attached to OCS poles, DART shall maintain the pole and the City shall maintain the attached traffic signal equipment. Where DART rail signals or equipment are attached to City poles, the City shall maintain the pole and DART shall maintain the attached equipment.

5-3.0703. Replacement and maintenance of LRT-specific and non-typical traffic signal hardware (including signage) is as provided in Exhibit "A". Non-typical hardware and software is that which is installed for LRT operational and safety purposes and which varies from City standards.

5-3.0704. Spare parts for traffic signal equipment that is routinely used by the City shall be kept in the City's inventory for immediate replacement of failed parts. Traffic signal equipment used for the DART At-Grade crossings that is significantly different from City's inventory shall be provided by DART at the request of the City at no cost to the City.

5-3.0705. Response times for maintenance and repair of all individual components shall be performed within typical City incident classification and response times. The City recognizes the importance of efficient rail service and will work diligently with DART to identify priorities for response.

§5 - ARTICLE 4. Fire/Life, Safety Coordination. It is understood and agreed by the City and DART that neither the Fixed Guideway, the Operational Throughway nor any portion of the foregoing are ever to be considered or treated as a designated primary emergency response route or throughway, or a short cut from one place in the City to another. The City and DART will coordinate notifications and emergency response to incidents occurring on the Operational Throughway or the Fixed Guideway which may severely affect public safety on the Fixed Guideway or Operational Throughway and the safety of passengers, employees and the general public.

5-4.01. **Fire/Life Safety Committee.** A Fire/Life Safety Committee (FLSC) shall be established consisting of representatives of DART and City emergency response departments such as fire, police and other departments designated by the City. These representatives shall have the authority to make decisions in the areas of emergency response and fire/life safety. The FLSC shall meet on a regular basis to discuss and plan activities requiring interface between DART and City emergency response departments.

5-4.02. **Emergency Procedure Plan.** An Emergency Procedure Plan shall be developed by DART consistent with the requirements defined in *National Fire Protection Association 130 (NFPA 130)-Fixed Guideway Transit Systems*, Chapter 6 and other applicable guidelines and regulations. The Emergency Procedure Plan will be reviewed and coordinated with and approved by City emergency response departments.

5-4.03. **Emergency Drills.** Periodic emergency response drills will be conducted prior to the start of LRT operations within the City and at periodic intervals thereafter as defined in NFPA 130, Chapter 6. DART will plan and conduct drills in coordination with appropriate emergency response organizations through the FLSC.

5-4.04. **Emergency Access to the Fixed Guideway.**

5-4.0401. At the request of the emergency response official or his designee in charge at the location of an incident, DART personnel will remove power from the OCS. Procedures for removing and restoring power will be consistent with NFPA 130, Chapter 6. Detailed procedures will be developed by DART and coordinated with the FLSC. Prior to start of revenue service within the City, DART will provide training and equipment to City emergency response personnel to enable confirmation that power has actually been removed.

5-4.0402. DART and City emergency response personnel shall work cooperatively to minimize the frequency that power is removed and emergency response vehicles are stopped on the Fixed Guideway, and to minimize any other blockage of the Fixed Guideway that may occur. These situations shall be limited to events where no other reasonable alternatives are available to enable City emergency response organizations to perform their life/safety responsibilities.

5-4.0403. Any emergency condition that may affect operations or public safety that comes to the knowledge of City forces, or any actual emergency response action along the Fixed Guideway initiated by City forces shall be reported immediately to the DART OCC. Likewise, any emergency condition on a City Street or Facility that may affect operations or public safety that comes to the knowledge of DART forces, or any actual emergency response action along a City street including portions in the Operational Throughway initiated by DART forces shall be reported immediately to the City TMC or appropriate City contact point.

5-4.05. Police and Security. In accordance with DART Board policy and pursuant to Chapter 452, Texas Transportation Code, DART will provide security for passengers on Trains, at Stations, on the Operational Throughway and at other DART Facilities at a level and using a means that DART determines appropriate. DART shall also enforce its fare collection responsibilities. Interface between DART and the City regarding security procedures for the LRT System may be coordinated through the FLSC meetings. Nothing in this section shall be deemed to restrict the City's police powers as authorized by State and local law.

SECTION SIX MISCELLANEOUS PROVISIONS

6-6.01. City Facilities Located Outside City Limits. The provisions of this ILA shall apply outside the City limits only when City owned, operated or maintained Facilities located outside the City limits are involved.

6-6.02. Notification of Action. DART and the City each will inform the other in advance of DART Board or City Council briefings, public hearings or official action related to the System Plan, its implementation or operation.

6-6.03. Availability of Records. With respect to matters potentially impacting City Facilities or responsibilities, DART will, upon request or as required with permit applications, make available to the city all DART plans and specifications or other documents considered necessary for timely fulfillment of the City's governmental responsibilities. DART shall have a reciprocal right with respect to the City's plans, specifications and other documents potentially impacting the construction and/or operation of the DART Transit System.

6-6.04. Administration of the Agreement. This Agreement shall be administered by the President/Executive Director of DART or his designee, and the City Manager or his designee.

6-6.05. Indemnification. To the extent permitted by applicable law, the City agrees to defend, indemnify and hold DART, its directors, officers and employees free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of the City to perform any City obligation or duty in connection with this ILA. Likewise, to the extent permitted by applicable law, DART hereby agrees to defend, indemnify and hold the City, its Council, officers and employees free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees resulting from the performance or failure of DART to perform any DART obligation or duty in connection with this ILA.

6-6.06. No Third Party Beneficiaries. The provisions of this ILA are solely for the benefit of DART and the City and are not intended to create or grant any rights, contractual or otherwise, to any other entity or person; and no such other entity or person shall have any right of enforcement of this ILA or any provision contained herein, such right of enforcement being exclusively reserved to DART and the City as the sole parties to, and beneficiaries of this Agreement.

6-6.07. Right to Contest Actions. No provision of this Agreement shall be construed to limit the right of either party to contest the validity or application of any law, ordinance, regulation, plan or policy. No provision of this Agreement shall be construed to limit or restrict the vested right of either party to rely on a governmental approval or validly issued permit. Nothing in this Agreement is intended to limit the authority of officials of either

EXECUTED this the ____ day of _____, 199__.

APPROVED AS TO FORM:

City Attorney

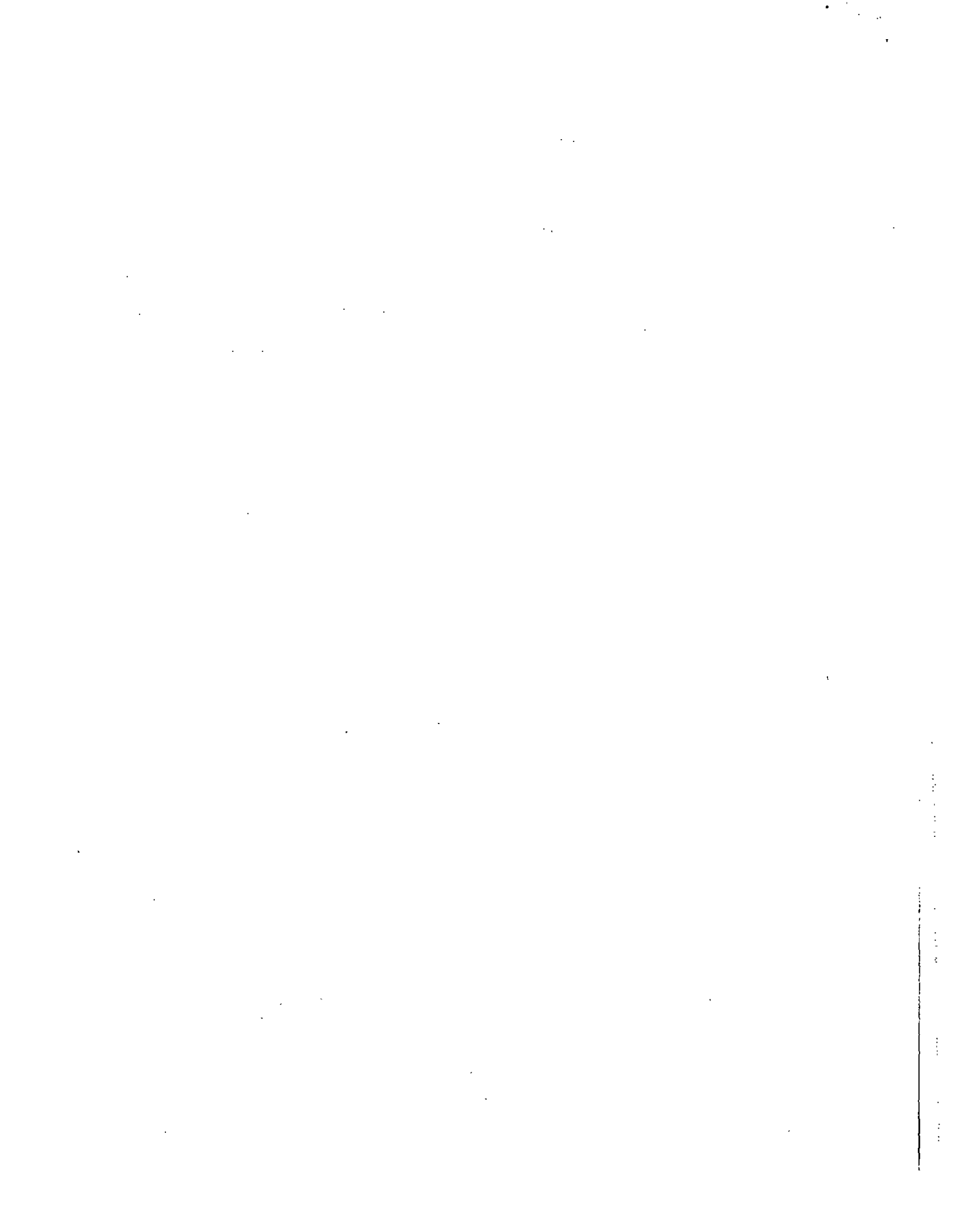
Office of DART General Council

THE CITY OF

By: _____
City Manager

DALLAS AREA RAPID TRANSIT

By: _____
ROGER SNOBLE,
President/Executive Director



5-21-18
 Jack Graham
 Handout

DRAFT

III. NON-TRANSIT MALL LRT SEGMENTS

ELEMENT	MAINTENANCE RESPONSIBILITY		
	DART	CITY	OTHER
A. Station			
1. Platform	X		
2. Crosswalk across tracks	X		
3. Canopy and support structures	X		
4. Special use platform (including ramps)	X		
5. Lifts to special use platform	X		
6. Warning strip	X		
7. Lighting	X		
8. Light poles at stations	X		
9. Electrical connections and station power	X		
10. Plumbing and standpipes	X		
11. Electrical and equipment rooms	X		
12. HVAC equipment and systems	X		
13. Elevators, inclines, escalators	X		
14. Fire management panel	X		
15. Crew rooms	X		
16. Supervisors booths	X		
17. Fencing	X		
18. Signs and graphics	X		
19. Seats and windscreens	X		
20. Trash receptacles (including trash removal)	X		
21. Ticket vending machines	X		
22. Public address system and station communications	X		
23. Art work	X		
24. News racks	X		
25. News rack shields	X		
26. Pay telephone	X		
27. Drainage on-site	X		
B. Other station elements			
1. Landscaping	X		
2. Irrigation system	X		
3. Transit shelters	X		
4. Bollards	X		
C. Parking lots			
1. Bus bays	X		
2. Access drives (to property line)	X		
3. Walls and fences	X		
4. Site lighting	X		
5. Trash receptacles (including trash removal)	X		
6. Pavement	X		
7. Striping	X		
8. Cleaning	X		
9. Landscaping	X		
10. Signs and graphics	X		

ELEMENT	RESPONSIBILITY		
	DART	CITY	OTHER
D. Operational Throughway			
1. Track			
a. track (including switches and switch machines)	X		
b. track structure (including drainage system and retaining walls)	X		
2. Public street bridges over LRT (maintain, repair, clean)			
a. substructure		X	X
b. surface of bridge pavement, sidewalk, railings		X	X
c. OCS attachments	X		
d. OCS protective shields	X		
3. LRT bridges (maintain, repair, clean)			
a. substructure and superstructure	X		
b. beneath bridge roadway surface, sidewalks, lighting		X	X
4. LRT tunnels			
a. tunnel structures and structural supports	X		
b. tunnel ventilation system (shafts, fans, dampers, control systems, energy costs)	X		
c. cross passageways	X		
d. emergency exit stairways	X		
e. tunnel lighting (including energy costs)	X		
f. pumps	X		
g. track drain and leads	X		
h. standpipe and related piping	X		
i. emergency telephones	X		
j. fire and police department communications equipment in the tunnel including transmission and associated equipment towers at portals	X		
k. fire and police department communications equipment outside the tunnel		X	
5. Traction electrification system (including support poles, span wires, contact wires, sectionalizing switches, underground conduit and cables, feeders from substations)			
a. maintenance and repair	X		
b. energy costs	X		
6. Train control signals			
a. cables, wiring, and conduits	X		
b. signal masts and hardware	X		
c. signal bungalows and cases	X		
d. energy costs	X		
7. LRT communication system			
a. duct bank, cableways, and troughs	X		
b. manholes	X		
c. cables	X		
d. communication bungalows	X		
8. Fencing			
a. right-of-way at schools and parks	X		
b. other fencing constructed by DART for mitigation	X		
c. on adjacent private property			X

III. NON-TRANSIT MALL LRT COMPONENTS

DRAFT

ELEMENT	RESPONSIBILITY		
	DART	CITY	OTHER
E. Substations (maintain, repair, clean)			
1. Building enclosure	X		
2. Hardware	X		
3. Landscaping	X		
4. Fencing	X		
5. Access driveway	X		
6. Communications	X		
F. Street Lighting			
1. Street light poles			
a. maintain		X	
b. structural repair or pole replacement		X	
2. Luminaries, lamps, glassware			
a. maintain		X	
b. energy costs		X	
G. Public streets			
1. Pavement (outside of median curb on median sections)		X	
2. Crosswalks (painting)		X	
3. Sidewalks*			X
4. Landscaping and weed control (not installed by DART or outside of operational throughway)			X
5. Landscaping and weed control within LRT operational throughway	X		
6. Lane and traffic markings		X	
7. Directional signage for traffic		X	
8. LRT operational signs	X		
9. Utilities		X	X
10. Drainage			
a. public street inlet and leads		X	
b. track inlet, drain and leads	X		
11. Remnant right-of-way along LRT	X		
12. Non-typical signage	X		
H. Grade Crossings			
1. Surface (concrete header and rubber panel)	X		
2. Automatic warning systems (gates, bells, flashers)	X		
3. Traffic and pedestrian warning signs		X	
4. Slot drains	X		

* Maintenance and repair of elements in this category shall be consistent with defined responsibilities between the City and adjacent property owners.

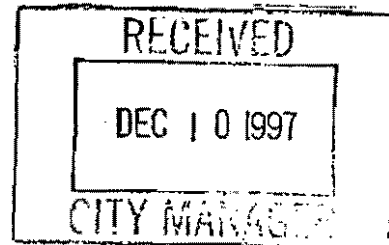
ELEMENT	RESPONSIBILITY		
	DART	CITY	OTHER
I. Traffic signals			
1. Replace			
a. Typical hardware, equipment, and software		X	
b. Non-typical hardware, equipment, and software	X		
c. LRT-specific control hardware and equipment	X		
2. Maintain/repair			
a. Typical hardware, equipment, and software		X	
b. Non-typical hardware, equipment, and software		X	
c. LRT-specific hardware equipment and software	X		
d. LRT-specific control bulbs/lens	X		
3. Energy costs			
a. Traffic/pedestrian signals		X	
b. LRT specific signals	X		
J. Utilities (maintain, repair, replace)			
1. Pipes, conduits, cables, etc.		X	X
2. Fire hydrants		X	
3. Standpipes			X
K. Corrosion control test stations	X		
L. Service and Inspection Facility			
1. Buildings	X		
2. Tracks and fixed guideway	X		
3. Traction electrification system and OCS	X		
4. Access roads (to curb line)	X		
5. Perimeter fencing	X		
6. Fire hydrants		X	
7. Public bridges over the yard **		X	X
8. Bridge fence over the yard	X		

**** Maintenance responsibilities for structures and streets shall be consistent with responsibilities and agreements defined prior to operation between the City, State of Texas, Dallas County and other appropriate parties. Where responsibilities for existing structures have been defined by agreements or practice between prior property owners and the City and those agreements have been assigned to DART, those agreements shall govern and are not changed by this agreement. An inventory of each bridge on the LRT system shall be developed by DART with an indication of maintenance responsibilities by each party.**

COPY

DART

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278



John - you need to review this - I have sent a copy to Carmen for her review for. I have a copy

Jim 12-15-97

December 5, 1997

Mr. Ron Whitehead
City Manager
Town of Addison
P. O. Box 144
Addison, Texas 75001-0144

Re: Member City Master Interlocal Agreement (ILA)

Dear Mr. Whitehead:

The DART Board of Directors has requested that a common set of procedures be established governing how DART and its member cities implement the rail, and other fixed rail and bus facility elements of the adopted System Plan/Service Plan. A draft set of procedures has been developed and is enclosed for your review. This document is being sent to all member cities.

The enclosed document borrows extensively from existing agreements that DART currently has with the City of Dallas. The new document modifies certain content and includes procedures for three important functional areas in one agreement:

- 1. Planning and Development
- 2. Design and Construction
- 3. Operations and Maintenance

In order to develop, build and operate the DART rail system and other fixed facilities in the most efficient manner, we believe that it should be done consistently from city to city. A single unified Master Interlocal Agreement can help accomplish this objective.

We will be contacting your office to schedule a meeting in 30-45 days to discuss the proposed ILA. If you have questions in the interim, please contact Tom Ryden at (214) 749-2913.

Sincerely,

Roger Snoble
President/Executive Director

*cc to Ken Deppel
3-20-98*

RS:TR:cas

Attachment

c: Board of Directors
Nancy McKethan
Darla Hill

DRAFT
MASTER INTERLOCAL AGREEMENT
by and between
DALLAS AREA RAPID TRANSIT
and Member City

December, 1997

MASTER INTERLOCAL AGREEMENT
by and between
DALLAS AREA RAPID TRANSIT
and
MEMBER CITY

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THE STATE OF TEXAS }
 }
COUNTIES OF DALLAS, }
COLLIN AND DENTON }

KNOW ALL MEN BY THESE PRESENTS:

MASTER INTERLOCAL AGREEMENT
by and between
DALLAS AREA RAPID TRANSIT
and
MEMBER CITY

This Master Interlocal Agreement ("ILA") by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act"), and THE CITY OF _____, a Texas municipal corporation,

WITNESSETH:

WHEREAS, on August 13, 1983, DART was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART Service Area; and,

WHEREAS, the City recognizes that the transportation of its citizens, reduction of traffic congestion and other purposes as stated in the Act are in fact public purposes of the City and for the benefit of its citizens; and,

WHEREAS, pursuant to the Act, DART Board adopted policies, the City Charter, City Ordinances and City Council adopted policies, the City, as one of the Member Cities of the DART service area, has a defined review and approval role in the use of property and the development of a public transportation system within the City; and,

WHEREAS, DART and the City share a common desire for an effective regional transportation system to be implemented as quickly as possible; and,

WHEREAS, DART and the City have regulations, rules, policies and procedures that govern their respective governmental activities; and,

WHEREAS, DART and the City desire to formally establish a mutually acceptable framework to coordinate and expedite the development of a regional public transportation system; NOW THEREFORE,

BE IT REMEMBERED:

DART and the City hereby agree to the following Master Interlocal Agreement accepting the DART system plan and describing the cooperative working relationships between DART and the City regarding the development and operation of a regional public transportation system.

SECTION ONE
OUTLINE OF MASTER INTERLOCAL AGREEMENT

This ILA is arranged and prepared in six major sections as follows:

SECTION ONE, contains an outline of the Agreement;

SECTION TWO contains general provisions applicable to the relationship between DART and the City;

SECTION THREE deals with planning and development issues of the DART system within the City;

SECTION FOUR establishes broad guidelines for the design and construction of rail transit facilities within the City;

SECTION FIVE establishes operation and maintenance guidelines and responsibilities for rail transit facilities within the City; and

SECTION SIX contains Miscellaneous Provisions applicable to the ILA.

Within each Section, Articles begin with "Article 1". For ease of locating Articles, paragraphs and subparagraphs within each of the Sections, the first number of each such designation is the Section number, followed by a "-" and the Article, paragraph and subparagraph. For example, paragraph 2-1.0201 is the first subparagraph in the second paragraph of Article 1, Section 2, and is a definition of ARA Signal Manual.

SECTION TWO GENERAL PROVISIONS

§ 2 - ARTICLE 1. Purpose and Definitions.

2-1.01. Purpose. The purpose of this ILA is to evidence the City's acceptance of and commitment to, assist in the timely implementation of DART's system plan and Service Plan and to establish a procedural framework for a cooperative working relationship between DART and the City for the prompt development and completion of an integrated transportation system within the City limits, including bus, Light Rail, Commuter Rail, HOV, Paratransit and other transportation services, together with their Fixed Facilities and their respective connection to and inclusion within the regional transportation system operated by DART in the DART Service Area.

2-1.02. Definitions. As used in this ILA, the following terms shall have the meanings herein set forth:

2-1.0201. Association of American Railroads ("AAR") Signal Manual of Recommended Practices. A guideline in the design and operation of rail transportation grade crossings with automatic warning devices.

2-1.0202. Betterment. That portion of a City Facility requested by the City that will increase the level of service, capacity or efficiency of such City Facility over that which is required by existing City standards or policies.

2-1.0203. City Facility. Structures, improvements and other properties under the ownership, maintenance or operating jurisdiction of the City, including but not limited to public streets, highways (except those on the State Highway System), bridges, alleys, sidewalks, water and sanitary sewer systems, storm drainage systems, street lights, cable facilities, landscaping and trees, traffic controls, including but not limited to signals, signs, parking meters, police and fire alarm systems and all appurtenances related thereto.

2-1.0204. City Project. A project, or that portion thereof that is an obligation of, or is desired by, the City that may be constructed jointly with DART.

2-1.0205. City Standards. Those minimum standards adopted and published by the City as applicable for public works related projects undertaken within the City including but not

limited to the most current version of the following: (a) Standard Specifications for Public Works Construction, North Central Texas Council of Governments; (b) City Paving Design Manual; (c) A Policy on Geometric Design of Highways and Streets (AASHTO Green Book); (d) City Storm Drainage Design Manual; (e) Driveway and Parking Lot Design Manual; (f) City Zoning Ordinance; (g) City Subdivision Ordinance; (h) City Water and Waste Water Design Manual; (i) Texas Manual on Uniform Traffic Control Devices; (j) Traffic Barricade Manual, Department of Transportation; (k) Street Cut and Excavation Repair Standards; and (l) City Thoroughfare Plan.

2-1.0206. City Task Order. A written document executed by the City Manager or his designee to be issued by the City to DART to request and authorize DART's performance of work or supply of materials to the City, including provisions for reimbursement to DART for expenses.

2-1.0207. DART Task Order. A written document executed by the President/Executive Director or his designee to be issued by DART to the City to request and authorize the City's performance of work or supply of materials to DART, including provisions for reimbursement to City for expenses.

2-1.0208. Design. Engineering or architectural work that results in the production of maps, plans, drawings, estimates and specifications necessary for the construction, modification, operation, maintenance or replacement of City Facilities, Fixed Facilities, Fixed Guideways or any other Utility Facilities or projects similar in nature.

2-1.0209. Direct Costs. All direct labor costs or disbursements actually incurred by a party attributable directly to the performance of services under this ILA, including but not limited to consultant costs, travel, materials, supplies and other similar out-of-pocket expenses.

2-1.0210. Fixed Facilities. All of DART's transit centers, Stations, yards, shops and similar related Fixed Facilities situated outside of linear rights of way required for rail operations, excluding bus shelters.

2-1.0211. Fixed Guideway. The supporting physical structure in or upon which rail transit vehicles travel, including the trackway and associated structures and equipment for rail operations. A Fixed Guideway may include guidance systems for the vehicle.

2-1.0212. Grade Separation. The physical separation of a DART Fixed Guideway and a public or private street, thoroughfare, drive or access easement at a crossing by means of a difference in elevation sufficient to allow adequate clearances for passage of rail or street vehicles.

2-1.0213. Grade Level (At Grade) Street Crossings. The crossing of any street, alley, thoroughfare, drive or access easement by a DART Fixed Guideway at the same elevation.

2-1.0214. Green Window. A pre-determined window of time for train passage through a Grade Level (At Grade) Street Crossing of a City street. The parameters for this pre-determined window of time shall be determined through consideration of nearby traffic signals operations, cross-street traffic patterns, train crossing time, crossing frequency and overall train schedule.

2-1.0215. Green Band. A series of Green Windows using a traffic signal timing sequence that allows trains to travel in a progressive manner.

2-1.0216. Headway. The time interval between successive Trains at a given point traveling in the same direction.

2-1.0217. Indirect Costs. Disbursements or costs determined by the party's cost allocation plan, plus benefits and retirement costs not otherwise included.

2-1.0218. **Joint Development.** The physical integration of a DART Fixed Facility with a public or private development project to be constructed concurrently or subsequently.

2-1.0219. **Joint Use Facilities.** Facilities used by both DART and the City, which may be owned by either party or owned jointly.

2-1.0220. **Level of Service ("LOS").** A measure of the quality of traffic flow as defined in the "Highway Capacity Manual" published by the Transportation Research Board and/or "TRANSIT 7-F User's Manual" published by the United States Department of Transportation, Federal Highway Administration.

2-1.0221. **Light Rail Transit ("LRT") System.** A public transportation system consisting of conventional rail technology running predominately on the fixed guideway using an overhead electric power source.

2-1.0222. **Light Rail Vehicle (LRV").** An electrically propelled passenger carrying vehicle operating as a part of the Light Rail Transit System on the LRT Fixed Guideway.

2-1.0223. **Maintenance.** Activities required to keep facilities in a condition of good repair, of satisfactory performance or operation, and of cleanliness.

2-1.0224. **Maintenance, Emergency.** A major Maintenance activity performed on an immediate response basis to restore the intended daily operational conditions of the Light Rail Transit System, the City street system, Fixed Facilities of the Fixed Guideway.

2-1.0225. **Maintenance, Non-Programmed.** Major Maintenance activities performed on an irregular, infrequent or unscheduled basis.

2-1.0226. **Maintenance, Programmed.** Maintenance activities performed on a routine, frequent or scheduled basis on items requiring recurring maintenance.

2-1.0227. **Median/Shared Right-of-Way Operation.** The operation of a DART Fixed Guideway within the median or on the surface of the right-of-way of a street or thoroughfare.

2-1.0228. **Member City (Cities).** DART's Member Cities, as of the date of this ILA, to-wit: Town of Addison; City of Carrollton; City of Cockrell Hill; City of Dallas; City of Farmers Branch; City of Garland; City of Glenn Heights; Town of Highland Park; City of Irving; City of Plano; City of Richardson; City of Rowlett; and City of University Park.

2-1.0229. **Modification.** The removal, replacement, alteration, construction, support or relocation of a City Facility, Fixed Facility, Fixed Guideway or Utility Facility, or any portion thereof, whether permanent or temporary.

2-1.0230. **Off Premise Sign.** A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place service or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

2-1.0231. **Off-Schedule Train.** A Train that operates on non-scheduled Headway between established control points due to delays and other infrequent conditions.

2-1.0232. **On-Schedule Train.** A Train that achieves its scheduled Headway at established control points as referenced by a published schedule.

2-1.0234. **Operational Throughway.** The Strip of land or the structure used for rail operations, including the air space immediately above the rails where overhead contact equipment and other associated hardware may be located. It generally includes the Fixed Guideway and a portion of the City right-of-way used for a grade crossing. The Operational Throughway is typically within rail warning strips, within the median curb, or within ten (10) feet outside of the outer rail of the tracks or within ten (10) feet of any overhead contact wire, attachments, or supports.

2-1.0235. **Operations Control Center ("OCC").** The DART central communications center which solely directs the day-to-day revenue and non-revenue operation of the Light Rail Transit System.

2-1.0236. **Overhead Contact System ("OCS").** The system of poles, contacts, wires, attachments and supports providing electric power to the LRV's.

2-1.0237. **Peak Period.** The period of time within which traffic flows are at their peak in the Dallas/Fort Worth metropolitan area including the Member Cities.

2-1.0238. **Service Plan.** An outline of the services to be provided by DART to the Member Cities as officially adopted by the DART Board from time to time.

2-1.0239. **Station.** A Fixed Facility consisting of structures, platforms, concourses, pedestrian and vehicular circulation facilities, intermodal transfer facilities and parking, landscaping and passenger amenities within the boundaries of the Fixed Facility site which enables patrons to enter and leave the Light Rail Transit system.

2-1.0240. **Station Area.** That additional land outside the area actually needed for the Station site that the City determines should be considered in the City's Station Area planning process.

2-1.0241. **Station or Terminal Complex.** A Fixed Facility so designated in the DART Service Plan pursuant to the requirements of Section 452.151 *et seq* of the Texas Transportation Code, wherein residential, institutional, recreational, commercial and industrial facilities may be included.

2-1.0242. **Station Area Plan.** The Plan resulting from planning implemented by the City and intended to integrate a Station into the community, including streets, sidewalks, pedestrian easements and sub-surface and aerial walkways.

2-1.0243. **Substation.** An enclosure containing equipment which converts electric power from the utility company to electric power fed to the Overhead Contact System.

2-1.0244. **Texas Manual of Uniform Traffic Control Devices ("TMUCTD").** The State of Texas guide for providing and operating traffic control devices.

1.0245. **Traffic Flow.** The behavior of motor vehicle traffic movement (including controlled stops) along a public roadway or at a roadway intersection whether signalized or non-signalized.

2-1.0246. **Traffic Management Center ("TMC").** The City facility where the electronic central control, monitoring and communications necessary to operate traffic signal lights under City jurisdiction takes place.

2-1.0247. **Traffic Signal Settings.** The phasing and timing parameters required to operate a signalized intersection.

2-1.0248. **Traffic/Train Signal System ("TTSS").** The area traffic signal system (containing two (2) or more traffic signals and associated components) which is impacted by the coordinated operation or presence of a Train grade crossing and including the grade crossing and associated components. It can also be referred to as a "Traffic/Train System". A single, signalized intersection that is adjacent to a Grade Level ("At Grade") Street Crossing constitutes an isolated signalized crossing or intersection ("ISC")

2-1.0249. **Train.** A consist or grouping of one or more LRV's or other rail cars combined by coupling into a single operating unit.

2-1.0250. **Train Signal Indications.** Traffic signal aspects and indications for trains to help control LRT operations in street areas or approaching street areas which have displays that are unique and different from those controlling street motor-vehicle traffic. These aspects use vertical and horizontal bars to display their indications, meet all light rail industries standard technical criteria and are controlled by the Traffic/Train Signal System.

2-1.0251. **Utility Facilities.** Facilities for the provision of specific utility services to the public, including but not limited to water, sewer, drainage, electric, natural gas, telecommunication and cable television facilities whether owned by the City or by a public or private utility company operating under a franchise, license or other arrangement with the City.

2-1.0252. **Warning Strips.** The painted or textured area separating the Fixed Guideway from other public roads or areas.

§2 - ARTICLE 2. City Responsibilities and Officials.

2-2.01. **City Responsibilities.** The City is responsible for the review and approval of the design and construction of DART improvements situated in City rights-of-way or on other City property in accordance with the provisions of the Act. The City pledges to cooperate with DART in achieving DART's goals and schedules by expeditiously reviewing all submitted plans and documents and committing to combine its public and technical review processes with DART's wherever possible. The City will consult and cooperate with DART as fully as possible with regard to all aspects of the transit system plan as it relates to the City.

2-2.02. **City Officials.** The principal City officials and representatives with whom design and construction of the DART regional transportation system will be coordinated are:

2-2.0201. **The City Council.** The elected governing body of the City as established in the City Charter and/or pursuant to the Laws of the State of Texas. City Council approval is required for certain matters in connection with DART acquisition of real property and modifications and additions to the Fixed Guideway and Fixed Facilities within the City limits.

2-2.0202. **The City Manager.** The chief executive officer of the City, appointed by the City Council to carry out the policy of the City as set by the City Council and responsible for the day to day operations of the City. The City Manager has final authority on behalf of the City to interpret City policy and technical issues relating to DART.

§2 - ARTICLE 3. DART Responsibilities and Officials.

2-3.01 **DART Responsibilities.** DART is responsible for planning, designing, constructing, maintaining, operating and financing all of the Fixed Facilities and other components of the transit system plan as approved by

the DART Board from time to time. In the development of the transit system plan, DART will comply with all applicable laws, ordinances and regulations of the governmental entities having oversight control of the Fixed Facilities and Fixed Guideway. DART will help expedite the City's review of DART's plans by providing timely, accurate and complete information when requested by the City and by combining its public and technical review processes with the City's comparable processes whenever possible. DART will consult and cooperate with the City as fully as possible with regard to all aspects of the transit system plan as it relates to the City.

2-3.02. DART Officials. The principal DART officials who have direct responsibility for planning, design, construction and operation of the regional transportation system are:

2-3.0201. DART Board of Directors. The governing body of DART, its Board of Directors (the "DART Board"), is composed of members appointed by the Member Cities. Pursuant to the Act, the DART Board is empowered to establish the policies of DART, including those controlling planning, development and operation of the regional transportation system. Among other very broad powers, the Board has statutory authority to adopt and amend the Service Plan, interlocal agreements with other governmental entities and financial plans.

2-3.0202. President/Executive Director. The chief executive officer of DART, appointed by the Board to administer the Board adopted policies and charged with the responsibility for the day to day operations of the authority. The President/Executive Director has final authority for interpreting and insuring implementation of DART policy.

§2 - ARTICLE 4. Compensation for Services. The City and DART are both governmental entities with duties and responsibilities to the public and each other as provided by the Act and state law. Where either is carrying out its existing statutory duty to review and/or approve plans, specifications, designs, requests, work programs and the like, no charge will be made for staff time used in exercising such governmental duties. For other services provided by DART to the City, or provided by the City to DART, compensation shall be determined as follows:

2-4.01. Payment for City Services to DART. When lawfully authorized, DART shall reimburse the City for actual expenses incurred by the City attributable to services requested by DART that are in support of and in addition to the statutory services that the City would normally provide in the planning, design, construction and operation of a facility. In these limited circumstances, DART will issue written task orders that include descriptions of service, not-to-exceed hours (by labor category), expenses and completion date. No work will be reimbursed that has not been requested and authorized by written task order from the DART President/Executive Director or his designee prior to the work being undertaken.

On or before the 15th day of each month, the City may submit an invoice for payment for the previous month's City services to the DART President/Executive Director or his designee. Each invoice will be based on products to be produced, services provided and/or review activities and will include a brief progress report.

2-4.0101. Products to be Produced. For products to be produced, City staff services will be documented in the form of a statement of percent complete for each product, combined into a statement of percent complete of total products to be produced. The invoice amount for these services will be the sum of Direct Costs for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs, not to exceed thirty percent (30%).

2-4.0102. Review Activities. For review activities, City staff services will be documented in the form of actual Direct Cost for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs, not to exceed 30%. The invoice will include percent complete for review activities.

2-4.0103. **Payment; Audit of Books.** DART will pay each approved invoice within thirty (30) days after receipt. DART shall have the right to audit the City's books and records to verify the amounts invoiced and any adjustments to the invoiced costs will be made within thirty (30) days after final resolution.

2-4.02. **Payment for DART Services to City.** When lawfully authorized, the City shall reimburse DART for actual expenses incurred by DART attributable to services requested by the City that are in support of and in addition to the services DART would normally provide in the planning, design, construction and operation of Fixed Facilities and Fixed Guideways. In these limited situations, the City shall issue written task orders that include descriptions of service, not-to-exceed hours, expenses and completion date. No work will be reimbursed that has not been requested and authorized by written task order from the City Manager or his designee prior to the work being undertaken.

On or before the fifteenth (15th) day of each month, DART may submit an invoice for payment for the previous month's DART staff services to the City department that requested or authorized the services. Each invoice will be based on products to be produced, services provided and/or review efforts and will include a brief progress report.

2-4.0201. **Products to be Produced.** For products to be produced, DART staff services will be documented in the form of a statement of percent complete for each product, combined into a statement of percent complete of total products to be produced. The invoice amount for these activities will be the sum of actual Direct Cost for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs not to exceed thirty percent (30%).

2-4.0202. **Review Activities.** For review activities, DART staff services will be documented in the form of actual Direct Costs for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs not to exceed thirty percent (30%).

2-4.0203. **Payment; Audit of Books.** The City will pay each approved invoice within thirty (30) days after receipt. The City shall have the right to audit DART's books and records to verify the amounts invoiced and any adjustments to the invoiced costs will be made within thirty (30) days after final resolution.

2-4.03. **Limitation on Payments.** Payments by either DART or the City under this Article 4. shall not exceed the amounts appropriated from time to time by the City Council or DART Board respectively.

§2 - **ARTICLE 5. Issue Resolution.** The appropriate department directors for the City and DART will make a good faith effort to resolve any technical and policy issues arising between the parties. If such issues cannot be resolved at that level, they will be forwarded to the President/Executive Director and City Manager as the final arbiters in accordance with the powers and authority vested in them, unless City Council or DART Board policy determinations are required.

SECTION THREE PLANNING AND DEVELOPMENT

§3 - **ARTICLE 1. Major Service Plan Changes.**

3-1.01. **Technical Review.** The appropriate City staff may review any proposed DART Service Plan Change as described in §452.302 of the Act, and shall review any proposed Major Service Plan Change as described in §§452.203 and 452.204 of the Act.

3-1.02. **Addition of New Fixed Guideway Route.** For purposes of this ILA, the "addition of a new Fixed Guideway route" shall mean:

3-1.0201. the creation of a Fixed Guideway route by connecting a point presently designated on the current Service Plan to a point not presently designated on the current Service Plan; or,

3-1.0202. the shifting of a route from the route specified in the Service Plan to a new location which is (a) more than 300 feet measured horizontally from the existing route or (b) less than 300 feet measured horizontally if the shifting moves the Fixed Guideway to a City street; or,

3-1.0203. the creation of a Fixed Guideway route starting and ending at points outside the current Service Plan.

3-1.03. **Measurement Criteria.** For purposes of measurement under this ILA, the Service Plan route shall be considered to extend from boundary to boundary of any right-of-way in which a route is situated as shown on the current Service Plan, *i.e.* if a 100 foot wide rail corridor is designated as the route in the Service Plan, measurements shall be taken from the boundaries of the corridor.

§3 - ARTICLE 2. Fixed Facility and Fixed Guideway Site Selection.

3-2.01. **DART Responsibility.** It shall be DART's responsibility to select sites and locations for its Fixed Facilities and Fixed Guideways. The designation of vehicular and pedestrian entrance locations to such Fixed Facilities shall be coordinated with appropriate City staff as reasonably necessary.

3-2.02. **Alternative Development and Evaluation.** For each Fixed Facility to be located within the City limits, DART, after consultation with City staff, will identify one or more alternative sites. For each of the alternatives, the City, at its discretion, may provide DART with an analysis and/or review of the City's perceived impacts of such Fixed Facilities on existing and future land uses and traffic impacts. After the DART Board has included a site in the Service Plan, the City will provide to DART a detailed analysis of the impacts, if any, of the site on existing and potential land use and development. Upon receipt of the City's analysis, DART will prepare and submit to the City for review a Traffic Impact Study for the DART preferred site.

3-2.03. **Public Involvement.** During the alternative development and evaluation process, DART will conduct its established public involvement process, consisting of open meetings, briefings, public hearings and workshops with neighborhood residents, property owners, business persons and other interested groups and individuals. The number and type of public involvement activities will conform to the requirements of the Act and DART's adopted policies and procedures for selecting Fixed Facilities, and will likely vary depending upon the complexity of the issue. City staff will participate jointly in the public involvement process where coordination is necessary with other City activities and to provide information on traffic, land use and projected or potential development impacts.

3-2.04. **City Council Briefings.** DART and City staff will brief City Council committees, or the Council as a whole, and appropriate City commissions as necessary or desirable concerning the alternatives under consideration for each Fixed Facility prior to the DART Board's final selection of a preferred alternative.

3-2.05. **City Review.** Following DART selection of a preferred alternative for each Fixed Facility, at the thirty percent (30%) design stage, DART will submit the preferred site plan to the City for review, along with the Traffic Impact Study if needed and such other documentation and information as may then be available for review. DART shall provide supplemental information in an ongoing and timely manner as it becomes available so as to provide for adequate review. This submission may be accompanied by a request for City approval of eminent domain authority, zoning changes as needed for the Fixed Facility, thoroughfare plan amendments or other permits, actions or authorizations required by the Act or applicable City ordinances.

3-2.06. **Platting and Zoning.** DART will comply with all applicable provisions of the City's Zoning and Subdivision Ordinances as they pertain to the Service Plan. In those cases where property was acquired by DART through eminent domain proceedings, and possession has been secured by DART pursuant to the provisions of Section 21.021, Texas Property Code, the City shall process DART zoning and subdivision requests as if DART were the owner of the property.

3-2.07. **Joint Public Hearings; Expedited Processes.** Joint public hearings sponsored by the DART Board and the City Council will be scheduled and held whenever possible. The City commits to expedite its processes to the greatest extent possible and both DART and the City agree to make a good faith attempt to combine the City and DART processes where overlap occurs and/or additional efficiency can be achieved.

§3 - ARTICLE 3. Station Area Planning.

3-3.01. **City Responsibility.** The City shall be responsible for preparing a Station Area Plan after a Station site is approved, when, as and if the need for such a plan is deemed appropriate by the City. Such Station Area planning by the City will provide for DART participation at all stages. At the outset of the planning phase, a project team will be formed including DART and City personnel to insure coordination between the City and DART in the process and to facilitate DART's input therein. Each Station Area Plan will establish land use, development guidelines, traffic plans and recommend zoning and other implementation proposals.

3-3.02. **Station Area Plan, General Requirements.** Each Station Area Plan will be based on an approved Station site and pedestrian access points. At the beginning of the Station Area planning process, the City shall indicate its information needs to DART so that DART can assist in expediting the planning process by providing essential information.

3-3.03. **Station Area Plan Development Process.** The Station Area Plan development process will include:

- 3-3.0301. a public involvement process;
- 3-3.0302. establishment of study area boundaries;
- 3-3.0203. collection of data regarding existing conditions in the Station Area;
- 3-3.0304. analysis of existing conditions;
- 3-3.0305. development of goals and objectives for the Station Area;
- 3-3.0306. assessment of potential impacts of future development alternatives or guidelines;
- 3-3.0307. formulation of recommendations;
- 3.0308. public review of recommendations;
- 3-3.0309. development of final recommendations;
- 3-3.0310. public hearings; and.
- 3-3.0311. adoption of a final plan by the City.

3-3.04. **City Public Involvement.** The City will conduct a public involvement process which may include briefings and workshops involving neighborhood residents, property owners and business persons in the Station

Area Plan development and evaluation process. Notification of meetings will be carried out consistent with existing City ordinances and applicable State Law, and may include persons who participated in DART's Fixed Facility site selection process. DART staff will be invited to participate in the public involvement process in order to provide accurate DART information related to the Plan development.

3-3.05. **City Briefing of DART Board.** The City staff will brief the DART Board or its designated committee when and as requested by DART on the draft Station Area Plan.

§3 - ARTICLE 4. Acquisition, Use and Ownership of Land and/or Facilities.

3-4.01. **Land Acquired by the City for DART.** In the event that DART requests the City to acquire real property for the sole use by DART, all City expenses, including but not limited to acquisition and relocation costs, surveys, title expenses, staff costs (including attorneys), consultants, appraisals and costs and judgments in connection with judicial proceedings, including attorney's fees and awards, incurred in the process of acquiring the real property, shall be paid by DART at the time the title is conveyed to DART by deed.

3-4.02. **Land Acquired by DART for the City.** In the event that the City requests DART to acquire real property for the sole use by the City, all DART expenses, including but not limited to acquisition and relocation costs, surveys, title expenses, staff costs (including attorneys), consultants, appraisals and costs and judgments in connection with judicial proceedings, including attorney's fees and awards, incurred in the process of acquiring the real property, shall be paid by the City at the time the title is conveyed to the City by deed.

3-4.03. **Joint Use Facilities.** If there is an occasion whereby the City and DART share the use of facilities, either the City or DART may acquire and own the facilities and a separate agreement between the parties will be negotiated and executed to address the costs and revenues associated with the acquisition, construction, operation and maintenance of the respective land and facilities located thereon.

3-4.04. **Use of City Property.** As provided in the Act, DART shall have the non-exclusive right to use, without charge (other than reimbursement of City expenses incurred in accommodating DART Facilities), the air, surface or subsurface areas of City public streets, alleys, and rights-of-way for the construction and operation of Fixed Guideways as reflected in the Service Plan, subject to review and approval by the City as provided by law, PROVIDED, HOWEVER, such right of use shall be subordinate to the City's right to use of such public streets, alleys and rights-of-way for its own municipal public purposes and facilities.

3-4.05. **Use of DART Property.** The City shall have the non-exclusive right to use, without charge (other than reimbursement of DART expenses incurred in accommodating City Facilities), the air, surface or subsurface areas of DART right-of-ways for City streets and City-owned or operated utilities, subject to review and approval by DART, PROVIDED, HOWEVER, such right of use shall be subordinate to DART's right to use such rights-of-way for DART's own public transit purposes and facilities.

3-4.06. **Crossing Procedure; Utility Relocation and Maintenance Requirements.** At such time as either party (the "Requesting Party") desires to use the other party's (the "reviewing Party") right-of-way for its own public purposes and facilities, the Requesting party shall submit its proposal, including plan and profile sheets, to the Reviewing Party. Each proposal shall contain sufficient information and detail to determine the extent and location of the Requesting Party's proposed use. After consideration, the Reviewing Party shall provide comments to the Requesting Party without undue delay. Upon concurrence by the Reviewing Party, the Requesting Party may begin work.

The Requesting Party shall bear the entire cost and expense of designing, installing, constructing, reconstructing, repairing, operating, removing, replacing and maintaining its facilities within the Reviewing Party's rights-of-way, as well as all costs associated with relocation of and damage to the Reviewing Party's and others' facilities. All construction work and maintenance within such rights-of-way shall be done in a good and

workmanlike fashion and at such time and in such manner so as to minimize interference with the Reviewing Party's operations and facilities.

In the event construction work on the Reviewing Party's rights-of-way is to be done by a contractor of the Requesting Party, and the contract is for more than \$25,000.00, the Requesting Party shall require payment and performance bonds equal to 100% of the construction contract. In all instances where a contractor is utilized, the contract shall provide that both the Requesting Party and the Reviewing Party, their officers and employees, shall be named as indemnitees of the contractor and as additional named insureds on the contractor's required liability insurance policies.

In the event the Requesting Party's facilities must be relocated a later date to accommodate the Reviewing Party's facilities, such relocation shall be accomplished at no cost to the Reviewing Party.

3-4.07. Exercise of Superior Rights. In those circumstances where one party has rights superior to the other party, the party having superior rights commits to act reasonably when the exercise of those rights could adversely impact the operation of the other party's facilities previously approved or existing.

§3 - ARTICLE 5. Right-of-Way Protection.

3-5.01. Information. DART will provide any surveys and mapping needed to implement this Article.

3-5.02. Set back Requirements. In order to protect the health, safety and welfare of the citizens of the City, and the respective parties to this ILA, setback requirements for the location of structures on real property that abuts or adjoins Fixed Guideway alignments may be adopted by the City. The setback requirements shall be jointly developed by DART and City staff with final authority for establishment thereof resting with the City.

3-5.03. Review of New License Requests and Adjacent Development. The City will provide DART copies of all applications and/or requests for private licenses, abandonment's, building permits, plats, zoning changes and zoning and subdivision variances within the area adjacent to the Fixed Guideway corridors and in the vicinity of Stations or other Fixed Facilities, or as otherwise jointly determined by DART and City staff. DART will furnish its comments to City staff within ten (10) working days after receipt of the information. The City will consider DART's comments as a part of the normal application process established by City ordinance for the particular type of application or request and will coordinate with DART to protect areas identified in the Service Plan, including surface, subsurface and air rights. In the event purchase of property is necessary for DART's use, it is DART's sole responsibility to initiate any action for said purchase.

3-5.04. Amendment, Modification and Termination of License Agreements. The City will exercise all legal rights possessed by it to amend, modify or terminate license agreements issued by the City to owners of private property abutting or adjacent to public rights-of-way, which licenses permit the use of public right-of-way for temporary private use, subject and subordinate to the City's right to use such property for public purposes in accordance with the following policies and procedures:

3-5.0401. Identification of Licenses. When the planning, design and engineering of proposed DART Fixed Facilities or a Fixed Guideway reaches a level sufficient for DART to determine the impact on private licenses, and to identify the private licenses which must be amended, modified or terminated, DART shall deliver to the City a report indicating the licenses to be affected and the actions which are necessary for the City to undertake with regard thereto. Possible actions would include, but not be limited to permanent termination, modification or amendment.

3-5.0402. Advanced Notice. DART shall give the City as much advanced written notice as possible prior to the first required action of the City under any applicable license agreement requiring action.

3-5.0403. **City Action on Licenses.** Following City approval of DART's plans regarding the temporary or permanent termination, modification or amendment of private licenses, the City will take such required action requested by DART, PROVIDED, HOWEVER DART agrees to pay the City's expenses or losses incurred in undertaking such actions.

3-5.0404. **Litigation Resulting From City Action on DART Request.** In the event of litigation resulting from the adoption of an ordinance or resolution, or the cancellation or termination of an existing license by the City Council on DART's request, DART agrees to defend both the City and DART and DART shall be solely responsible for payment of all expenses, damages, attorney's fees, settlements and judgments related thereto; PROVIDED, HOWEVER, that DART shall not be responsible for or indemnify the City for errors by the City or its staff in carrying out the request for DART. The City and DART agree to cooperate with one another in the defense of any such lawsuits, and no lawsuit shall be settled by the City without the prior approval from DART where DART funds are liable for any portion of the settlement.

3-5.0405. **Concurrent City and DART Projects.** In the event the City and DART are concurrently conducting projects on the same street location or vicinity and any license agreement requires amendment, modification or termination as a result of both projects, DART shall not be obligated to pay the City's staff and direct costs and the responsibility for payment of relocation costs, defense expenses and responsibility for court costs and judgments resulting from such litigation shall be determined by DART and the City on a case-by-case basis prior to construction by either party unless otherwise agreed in writing.

3-5.0406. **No Third Party Beneficiary.** The provisions of this Article 3-5.04 are solely for the benefit of the City and DART and are not intended in any way to confer any third party beneficiary rights, privileges or benefits upon any person or entity not a party to this ILA.

§3 - ARTICLE 6. Traffic Mitigation Measures.

3-6.01. **Grade Separation Warrant Criteria.** All proposed Grade Level Street Crossings, street closures, street relocation's and Median/Shared Right of way Operations, or joint or shared use of a right-of-way or facility, including those in the approved Service Plan will be subjected to thorough evaluation by the appropriate staff from the City and DART to recommend whether the street should be closed or relocated or the crossing protected, or grade separated. The process for evaluating these conditions shall include the following primary Warrant Criteria: (a) traffic projections; (b) safety; (c) length and dissipation of vehicle queues; (d) automobile delay; (e) LRT delay; (f) changes in level of service; (g) impact on area-wide signal systems; (h) cost-effectiveness; and (i) mitigation measures.

3-6.02. **Evaluation of Warrant Criteria.** In evaluating the Warrant Criteria, DART has determined that, subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, two (2) specific warrants can effectively measure whether a street intersecting a rail line should be grade separated, namely (a) queuing impacts and (b) level of service ("LOS") impacts.

3-6.0201. **Queuing Impacts.** If the presence of DART's rail line causes vehicular traffic on streets adjacent to the rail line to queue through adjoining intersections or queue through the LRT intersection, a queuing impact may exist. Subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, a grade separation is warranted if the frequency or duration of the queuing impact is deemed significant.

3-6.0202. **Level of Service (LOS) Impacts.** If the presence of DART's rail line causes the level of service on streets adjacent to the rail line to drop two (2) or more levels, or causes the street to have a LOS of "F", a LOS impact may exist. Subject to a determination that other

reasonable and effective traffic mitigation measures are not feasible, a grade separation is warranted if the frequency or duration of the LOS impact is deemed significant.

3-6.03. Existing Grade Separation; Street Modification. Any modification to a City street right-of-way requires City approval. In those places where a grade separation already exists, DART must continue the grade separation unless it is mutually agreed to discontinue the grade separation.

3-6.04. Technically Warranted Traffic Mitigation Measures. Traffic mitigation measures are determined to be technically warranted when the results of the above evaluation indicate that street modifications are required in order to operate the DART Light Rail Transit System and provide level of service "D" or better for existing or projected cross street traffic. However, in no event shall the projected level of service drop more than one (1) level. Such traffic mitigation measures include but are not limited to Grade Separations, Grade Level Street Crossings, street closures, right-of-way acquisitions, street construction, reconstruction or relocation's, or modifications in Median/Shared Right-of-Way Operations. In developing and implementing its Service Plan, DART shall be responsible for funding all technically warranted traffic mitigation measures. DART agrees to design, construct and maintain all Grade Level Street Crossings and signalization with minimum disruption to cross-traffic.

In those circumstances where additional street or railroad right-of-way is required to implement the mitigation measures, the City Council, consistent with normal procedures, will either (a) approve the new street alignment and grant to DART authority to carry out eminent domain proceedings necessary to implement the new street alignment, or (b) hold a public hearing following City notification to property owners within 200 feet of the properties that would be impacted to consider public comments on the new street alignment prior to voting to approve, deny or modify that alignment.

3-6.05. Technically Warranted Grade Separations. DART will design and construct at DART's cost, grade separations at crossings that meet grade separation warrants subject to a determination by DART that other reasonable and effective traffic mitigation measures are not feasible, and there are no physical, environmental, financial or other constraints that would preclude a grade separation.

3-6.06. Non-Warranted Grade Separations. For grade crossings that do not meet grade separation warrants or crossings where other reasonable and effective traffic mitigation measures are feasible but the City still desires a grade separation, DART agrees to design and construct the grade separation subject to a determination by DART that there are no physical, environmental, financial or other constraints that would preclude a grade separation and will contribute One and One Half Million Dollars (\$1,500,000.00) toward the incremental cost thereof. The requesting city or others must agree to pay the remainder of the incremental cost prior to DART beginning design on the project.

3-6.07. Provisions for Future Grade Separations. Following completion of a particular grade crossing, should the construction of a grade separation in the future, become necessary at that location in the judgment of the appropriate City and DART staffs based on the technical considerations set forth in this Article, DART will design and construct the Grade Separation subject to a determination by DART that other reasonable and effective traffic mitigation measures are not feasible and there are no physical, environmental, financial or other constraints that would preclude a grade separation and the allocation of funding responsibilities for both design and construction shall be determined between the City and DART prior to beginning design on the project, PROVIDED, HOWEVER, that DART will contribute no more than fifty percent (50%) of the cost of the retrofit up to a maximum of One and One Half Million Dollars (\$1,500,000.00).

3-6.08. Future Agreements. For any mitigation measures, including but not limited to Median/Shared Right-of-Way Operation, Grade Level Street Crossings, protection devices or Grade Separation structures, agreements that set forth the responsibilities of DART and the City may be developed by the appropriate City and DART staffs for implementation as appropriate.

§3 - ARTICLE 7. Shifts in Vertical Alignments. Any shift in vertical alignment proposed by DART which is more than fifteen (15) feet measured vertically from the existing alignment in the Service Plan, and which is necessitated by considerations other than traffic, shall be evaluated to determine what mitigation measures, if any, are appropriate based on a process similar to that described in Article 3-6 of this ILA. This evaluation shall include consideration of the following primary criteria: (a) noise; (b) safety; (c) drainage/floodplain; (d) geometric requirements; (e) access to adjacent properties; (f) aesthetics/visual intrusion; (g) cost-effectiveness; and (h) other considerations unique to the proposed vertical realignment.

§3 - ARTICLE 8. Environmental and Special District Compliance. Both DART and the City will adhere to all current and future laws, regulations and ordinances enacted by the United States of America, the State of Texas and the City with respect to the environment and special districts such as historic districts and sites. Environmental concerns will include, but not be limited to, physical environmental elements such as floodplains, drainage, soils, slopes and vegetation as well as other elements as they relate to health and safety, e.g. air, water and noise pollution. The City supports incorporation by DART of mitigation measures in the construction and operation of its transit system Plan designed to assure that a high level of urban and natural environmental quality is maintained.

§3 - ARTICLE 9. Off Premises Signs. DART agrees to comply with all City ordinances governing Off Premise Signs. DART will not allow the erection of new Off Premise Signs on DART property in the City outside of Fixed Facilities. DART will continue to maintain existing legal Off Premise Signs on DART property in accordance with all applicable City ordinances and may also relocate existing, legal Off-Premise Signs on DART property in accordance with all applicable City ordinances within the same DART project area from which they were removed if their removal was required for the construction of a Fixed Facility or a Fixed Guideway.

The City agrees that advertising signs in all DART Stations, bus transit centers and bus shelters shall be wholly exempt from the City's sign ordinance unless those signs are designed to inform or attract the attention of persons outside the specific site, PROVIDED, HOWEVER the limitation imposed herein does not extend to informing or attracting the attention of rail or bus patrons to the location of the Station or transit center.

SECTION FOUR FIXED FACILITY AND FIXED GUIDEWAY DESIGN AND CONSTRUCTION

§4 - ARTICLE 1. Design.

4-1.01. Design Criteria and Approvals. City staff review and concurrence will be required during all design phases for all proposed LRT construction within City Right-of-Way, on City Property or on private property where City Facilities are affected. Final plans for such construction shall require approval by the City Manager or his designee prior to commencement of construction, which approval shall be required within 21 calendar days after receipt of submission by DART. Reasonableness tests shall include compliance with applicable laws, codes and ordinances and the standards outlined in §§4-1.03 and 4-1.04 along with standard engineering and construction practices recognized in the Dallas-Fort Worth Metroplex for similar construction.

4-1.02. Design Review on State Highway System Facilities. For those Fixed Facilities or Fixed Guideways proposed to be located in a State Highway System highway under the ownership, maintenance or operating jurisdiction of the City, DART will provide the City with a copy of each of its design submittals to the Texas Department of Transportation ("TxDot") at the same time they are submitted to TxDot. The City will provide its comments to TxDot for consideration and action and furnish to DART a copy of all transmittals to TxDot at the same time they are submitted to TxDot. The City shall identify all such comments as City-generated so that DART may directly interact with the City as appropriate.

4-1.03. Design Documents for City Facilities. Subject to modification permitted by the City, the following list of documents shall be used by DART in the preparation of its Designs and shall govern all construction by DART within City right-of-way and on City property:

4-1.0301. Standard Specifications for Public Works Construction, North Central Texas Council of Governments;

4-1.0302. Paving Design Manual;

4-1.0303. A Policy on Geometric Design of Highways and Streets, 1990, American Association of State Highway and Transportation Officials ("AASHTO Green Book");

4-1.0304. Storm Drainage Design Manual;

4-1.0305. Driveway and Parking Lot Design Manual;

4-1.0306. Drawings, Details and Standard Appurtenances for Water and Sanitary Sewer Construction Methods;

4-1.0307. Water and Wastewater Design Manual;

4-1.0308. Texas Manual on Uniform Traffic Control Devices;

4-1.0309. Traffic Barricade Manual, Department of Transportation;

4-1.0310. Street Cut and Excavation Repair Standards;

4-1.0311. Thoroughfare Plan;

4-1.0312. All LRT safety guidelines as applicable; and,

4-1.0313. Such other design criteria of general application to private or public development activities as may be developed from time to time.

The City shall notify DART of any changes to the foregoing list of documents.

4-1.04. Design Documents for DART Facilities. The following list of documents shall be used by DART in the preparation of its Designs and shall govern all construction by DART on private property or on DART Facilities other than those covered by Paragraph 1.03 of this Section. Such documents shall include:

4-1.0401. The City Building Code;

4-1.0402. appropriate standards and codes relating to the Light Rail Transit System;

4-1.0403. all other applicable City codes and ordinances;

4-1.0404. all LRT safety guidelines; and,

4-1.0405. DART Design Criteria and Standards.

4-1.05. Amendment of Design Documents. DART shall use the versions of the Design Documents listed in Paragraphs 1.03 and 1.04 of this Section in effect at the time of approval by the City of the project definition submittal (10% Design), or upon the execution date of this ILA, whichever is later. Revisions to said Design Documents by the City during the first six-month period subsequent to said date which involve no cost changes in the project shall be incorporated by DART in future project submittals. DART will not be required to incorporate revisions by the City to said Design Documents occurring after the first six months.

Changes by the City to the Design Documents which involve cost changes to the project after a project definition submittal (10% Design) will be the subject of case by case negotiations between DART and the City.

4-1.06. Utility Facilities. During the design of a DART project, when utilities are involved, DART shall conform to City standards and shall adhere to utility franchise, license or other outstanding agreements between the City and the individual concerned utility; PROVIDED, HOWEVER, that this requirement shall not be construed to modify Article 5 of Section Three of this ILA. Upon DART's request, the City shall assist DART to the greatest extent possible in the negotiation of utility relocation agreements with City franchisees. At all times, DART agrees to minimize the disruption of public utilities to the extent reasonably possible.

4-1.07. Other Design Requirements. During the Design of a DART project, DART shall develop Traffic Sequence of Construction Plans for City approval. The Sequence of Construction Plans shall provide, among other things, for the handling of vehicular and pedestrian traffic on streets adjacent to the DART project and shall show construction phases, street closings, detours, warning devices, traffic signal phasing and timing changes (temporary and permanent) and any other pertinent devices and/or facilities. DART may make changes to approved traffic maintenance plans only with prior approval by the City. DART shall submit its contractor's haul routes to the City for approval and shall be responsible for documenting existing conditions of haul routes and adjacent streets and private properties adjacent to the project. DART shall make a diligent effort to insure that no debris is spilled on City Facilities and that no excessive wear or damage occurs to City Facilities. Any City Facility that becomes unsightly as a result of DART's action shall be cleaned by DART. Trench safety documents, created, signed and sealed by a registered professional engineer, licensed in the State of Texas and complying with all applicable laws and regulations, shall be required by the City for excavation on a City Facility.

4-1.08. Temporary Service. City Facilities shall not be taken out of service without specific approval of the City. If it is determined by the City that temporary service is required as a consequence of DART construction, such shall be furnished and installed by DART at DART's expense. Alternatively, the City may elect to provide the temporary service with reimbursement by DART. The City shall advise DART of the need for temporary service within a reasonable period after the request is made by DART.

4-1.09. Design Performed by City. When DART and the City agree that Design for a specific facility, modification is to be performed by the City, the following procedures shall govern:

4-1.0901. DART shall issue a DART Task Order to the City, upon acceptance of which, the City shall, in accordance with an agreed schedule for completion and cost reimbursement, proceed to perform the Design.

4-1.0902. The City shall use reasonable efforts to schedule its design to coincide with DART's design schedule for the corresponding section or portion of the DART project.

4-1.0903. The City shall submit the Design plans and specifications to DART for review and comment, along with an estimate of the cost and an estimate of the construction time needed to perform the required work, including procurement of any long lead-time materials.

4-1.0904. The City shall coordinate its facility modification plans with other affected utilities.

4-1.10. Design Performed by DART. When DART and the City agree that a Design for a specific facilities modification is to be performed by DART, the following procedures shall govern:

4-1.1001. During the Design process, at the stages agreed upon, DART shall submit to the City the Design plans and specifications for review and subsequent approval. The City shall use its best efforts to expedite and respond to the plan review, approval and permitting process within twenty-one (21) calendar days from receipt of the submittal.

4-1.1002. For City Facilities only, DART shall provide the City with a set of the approved reproducible drawings prior to construction, signed and sealed by one or more registered professional engineers licensed in the State of Texas.

4-1.1003. DART shall coordinate its facility modification plans with all affected utilities.

4-1.1004. DART shall provide three (3) sets of bid documents to the Director of Public Works on or before the date of distribution of the documents to potential bidders. The City shall have the right to review and comment on the bid documents.

4-1.1005. DART shall not direct its contractors to commence work on an approved project within City right-of-way or on City property until the appropriate bonds and insurance certificates have been provided and a City permit obtained for the work.

4-1.11. **Coordination of New City Facilities on City Property or City Right-of-Way.** If the City plans to construct new facilities on City property or right-of-way that would conflict with construction or operation of the DART project, DART and the City shall make arrangements, if possible, to install such new facilities in a place and manner that will not conflict with the DART project. DART shall closely monitor proposed City construction activity to insure this coordination and shall notify the City of possible conflicts. Upon receipt of notice of possible conflicts, the City shall undertake reasonable efforts to modify its plans to accommodate the DART project. Any increased cost to the City in modifying a previously completed Design and any resulting increased cost of construction of City Facilities to accommodate the DART project shall be paid by DART.

4-1.12. **Betterments.** Before attaining the 65% design level, the City shall provide DART in writing the details of any Betterments the City may require in a specific section of a DART project so that the Design of the Betterments can be coordinated in the overall Design of the project. Upon agreement by DART as to the scope of the Betterments, they shall be constructed by DART at the City's cost.

§4 - ARTICLE 2. Acquisition or Exchange of Land.

4-2.01. **Right-of-Way Acquisition by DART.** In the event the Design of Fixed Facilities or Fixed Guideway requires new street or alley right-of-way outside the Fixed Facilities or Fixed Guideway, it shall be acquired by DART and conveyed to the City by special warranty deed as soon as reasonably feasible following completion of the project. As consideration for such conveyance, the City shall either (a) pay for such right-of-way a sum equal to the fair market value of the land plus acquisition costs, or (b) acquire and exchange other new or additional right-of-way required by DART of equal value or utility.

4-2.02. **Rights-of-Way Abandoned and Transferred to DART.** Unless otherwise agreed by the parties, when construction of a DART project requires existing City streets and/or alleys outside of the Fixed Guideway to be abandoned and title to such right-of-way conveyed to DART, such conveyance shall be made by special warranty deed and as consideration for such transfer DART shall: (a) acquire and convey to City replacement right-of-way of equal value or utility; or (b) pay for such right-of-way a sum equal to the fair market value of the land plus acquisition costs; or (c) exchange other new or additional street or alley right-of-way acquired or to be acquired by DART and conveyed to the City.

4-2.03. **Roadway Closures; Right-of-Way Retained by City.** When existing City Streets or alleys are to be closed as a result of a DART project, and when such right-of-way is not utilized by that DART project, and when title to the property is to remain in the City, no payment for such property shall be required of DART.

4-2.04. **Other City Owned Land.** When a DART project requires acquisition of City owned land other than street or alley rights-of-way, DART shall compensate the City at fair market value for the property rights acquired, which compensation may be in cash, exchange for land owned by DART, credit toward Betterments requested by the City or any combination of methods acceptable to the parties.

4-2.05. **DART Owned Land.** When a City project requires acquisition of DART owned land that is not otherwise to be made available to the City, the City shall compensate DART at fair market value for the property rights acquired, which compensation may be in cash, exchange for land owned by the City or a combination acceptable to the parties.

4-2.06. **City Easements Within Project Right-of-Way.** If a City Facility occupies its existing location in DART owned land by license or easement to the City, and if DART requires the City to make a modification for DART's convenience and the replacement facility will be located within the DART project right-of-way, DART shall accommodate the replacement and the city shall be reimbursed for all costs incurred for relocating such City Facilities. If requested by the City a replacement license or easement shall be granted to the City by DART at no cost to the City. It is hereby understood that in accepting such replacement license or easement and in releasing its existing rights, the City shall be granted the right to install, operate, maintain and remove the relocated facilities on the replacement license or easement. DART agrees to construct DART Facilities so as to allow for said City installation, operation, maintenance or removal if required. Any such installation, operation, maintenance or removal shall be done at such times and in such a manner as not to unreasonably interfere with or endanger DART operations and the City will provide proper notice of any such installation, maintenance or removal.

§4 - ARTICLE 3. Construction.

4-3.01. **City Construction on Behalf of DART.** When it is agreed that the City shall construct a modification to City Facilities necessary to eliminate a conflict with a DART project, the following provisions shall govern:

4-3.0101. DART shall issue a Task Order outlining the construction work which the City is to perform and shall provide a detailed estimate of costs to be paid to the City, including a ten percent (10%) contingency. Upon written acceptance of the Task Order, the City shall use its best efforts to commence and complete the work as agreed upon in conformance with the approved Design plans and specifications, on schedule and within the established budget. All Design and construction costs shall be paid by DART and the City shall be paid its costs as they accrue and are billed to DART. The City shall not use the contingency funds without the prior approval of DART, which approval shall not be unreasonably withheld or delayed.

4-3.0102. The City shall not make any changes in the approved Design plans and specifications without the prior concurrence of DART.

4-3.0103. In the event temporary facilities are necessary to effect a modification, the City may use lands owned or controlled by DART for the purpose of erecting such temporary facilities, provided DART shall have approved in writing the location, usage and duration of such temporary facilities. Upon completion of replacement facilities in their permanent locations, the City shall remove all temporary facilities and restore the area as nearly as practical to its original condition unless the City and DART agree in writing to some different standard.

4-3.0104. The City shall notify DART in writing at least five (5) working days prior to commencing the work so that DART may make arrangements for such inspection and record keeping as DART may desire.

4-3.0105. If reasonably possible, the City shall not exceed the schedule or the amount of money specified in each Task Order without the prior written approval of DART. The City shall advise DART when the project is 75% complete or no later than thirty (30) days prior to completion, whichever is earlier.

4-3.0106. The City shall provide DART such information as shall be necessary in order to incorporate the City's work schedule into DART's scheduling and tracking system.

44-3.0107. If at any time the City has reason to believe that the schedule and/or cost to DART will exceed that specified in the Task Order, the City shall immediately notify DART in writing to that effect, giving its revised schedule and/or cost estimate for the work authorized in the Task Order. Subject to audit and following DART approval, DART shall provide such additional funding as is necessary to complete the work.

4-3.0108. DART shall reimburse the City for all Direct and Indirect Costs incurred by the City to relocate facilities belonging to another agency or company where such facilities are jointly reconstructed with the City's conflicting facilities or where such facilities occupy the area of the City's conflicting facilities pursuant to preexisting agreements.

4-3.0109. Following final completion of the task as assigned, DART shall make final payment to the City for any costs incurred in excess of previous funding received.

4-3.0110. All charges, costs and payments hereunder shall be subject to audit by DART.

4-3.02. **DART Construction on Behalf of City.** When DART and the City agree that DART shall perform a specific modification of a City Facility for DART's benefit, DART shall perform the modification in conformance with the Design plans, specifications, on schedule and within the established budget agreed to by DART and the City during Design and the City shall provide inspection services to insure such conformance. The City shall expedite the inspection process. DART's engineer shall inspect the construction of the modification and shall subsequently certify that the modification was constructed strictly in accordance with the approved plans and specifications. DART may make changes to previously approved modification plans only with the prior written approval of the City.

4-3.03. **Construction of Betterments.** When DART and the City agree that DART shall construct a Betterment to City Facilities, the following provisions shall govern:

4-3.0301. The City shall issue a Task Order outlining the construction which DART shall perform and provide a detailed estimate of costs to be paid to DART including a ten percent (10%) contingency. Upon written acceptance of the Task Order, DART shall commence and complete the work as agreed in conformance with the design plans and specifications. All Design and construction costs for the Betterment shall be the City's responsibility and DART will be paid by the City for all of DART's Direct and Indirect Costs associated with the Betterment.

4-3.0302. DART shall not make any changes in the approved design plans of the Betterment without the prior concurrence of the City.

4-3.0303. In the event that temporary facilities are necessary to effect a Betterment, DART may use lands owned or controlled by the City for the purpose of erecting such temporary facilities, provided that the City shall have approved in writing the location, usage and duration of such temporary facilities and restore the area as nearly practical to its original condition unless the City and DART agree in writing to some different standard

4-3.0304. DART shall notify the City in writing at least five (5) working days prior to commencing the Betterment work so that the City may make arrangements for such inspection and record keeping as the City may desire.

4-3.0305. If reasonably possible, DART shall not exceed the schedule or the amount of money specified in each Task Order for any Betterment work without the prior approval of the City in writing. DART agrees to use its best efforts to perform the Betterment work specified in

each Task Order within the schedule and cost specified therein. DART shall advise the City when the Betterment project is 75% complete, or no later than thirty (30) days prior to completion, whichever is earlier.

4-3.0306. DART shall provide the city necessary information in order to incorporate DART's work schedule into the City's scheduling and tracking system.

4-3.0307. If at any time DART has reason to believe that the schedule and/or cost to the City will exceed that specified in the Betterment Task Order, DART shall immediately notify the City in writing to that effect, giving its revised schedule and/or cost estimate for the work authorized in the Task Order. Subject to audit and following City approval, the City shall provide additional funding to complete the Betterment work.

4-3.0308. The City shall reimburse DART for all Direct and Indirect Costs incurred by DART to relocate facilities belonging to another agency or company where such facilities are jointly reconstructed with DART's conflicting facilities or where such facilities occupy the area of DART's conflicting facilities pursuant to preexisting agreements.

4-3.0309. Following final completion of the Betterment task assigned, the City shall make final payment to DART for any costs incurred in excess of previous funding received.

4-3.0310. All charges, costs and payments shall be subject to audit by the City.

4-3.04. **Emergency and Regular Maintenance During Construction.** The City shall undertake reasonable efforts to schedule its Maintenance work on City Facilities and to perform such work in an expeditious manner so as not to interfere with construction of a DART project. In any case where a City Facility emergency failure occurs resulting in a serious interruption in the City utility services, the City shall inform DART that access is required to DART's construction area or rights-of-way for the purpose of performing the necessary work or construction. In such cases, DART agrees that it will make whatever accommodations are reasonably necessary to permit the City to undertake the required work. All Regular Maintenance shall be coordinated with DART.

4-3.05. **Proposed Plan Revisions; Field Changes.** All proposed plan revisions or field changes that affect or require the modification of City Facilities shall be expeditiously reviewed and approved by the City prior to commencement of the construction revision by DART. The City shall receive notice of all plan revisions which do not affect City Facilities within a reasonable period of time.

4-3.06. **Record Drawings.** Whichever entity is responsible for a construction in City right-of-way or City property, shall maintain a detailed set of record drawings of such construction as performed. Within sixty (60) days after construction is complete, the party that performed the work shall furnish the other party with complete and accurate record drawings showing all new, modified or replacement facilities installed by the performing party. These drawings shall consist of acceptable reproducible drawings and compatible digital files, if available. Each party shall prepare or cause to be prepared the record drawings for which it is responsible in accordance with the drafting standards of the party responsible for Maintenance of the modification. The City will be allowed to review the drawings during the construction at appropriate DART field offices. The City shall provide record drawings for each modification of all City-owned utilities to DART for inclusion in the total record drawing package.

4-3.07. **Salvage to DART.** Where appropriate, the City may request that DART salvage valuable materials belonging to the City during the course of construction. If the materials, as determined by the City, are to be used in a DART project, they shall be stored by DART or the City until such time as the progress of the work allows the reinstallation of such materials. Materials that are not to be reused and which the City desires to reclaim shall be returned by DART to a location agreeable to DART and the City. If the materials removed by DART are not reusable and are not desired by the City, such materials shall become the property of DART.

4-3.08. **Authorizations.** If, prior to DART's scheduled date of commencement of work in a section or portion of a DART project, any modification necessary to eliminate a conflict has not been completed, the City may authorize DART to proceed with the construction of the section or portion of a DART project in accordance with DART's schedule, PROVIDED, HOWEVER, that such authorization shall not relieve DART of its obligation to complete the modification; FURTHER PROVIDED, that such authorization does not unreasonably interfere with the City's provision of services to the public, and FURTHER PROVIDED, that the City is permitted under applicable law to grant such authorizations. The city shall not unreasonably withhold or delay its authorization under this section.

§4 - ARTICLE 4. Quality Assurance and Acceptance.

4-4.01. **Inspection of Construction of City Facilities.** Modification of City Facilities to be maintained by the City shall be inspected and approved by the City. Likewise, the City shall have the right to inspect those sections or portions of a DART Project in which City Facilities exist or may be affected. The City shall furnish its Inspectors to observe such modification of facilities so that upon completion of same, the City will have a basis for acceptance of the work. All City direction affecting DART contractors shall be given through DART representatives EXCEPT when an emergency situation exists or is imminent and the DART representative is not available. The City Water Department Inspectors shall have day-to-day inspection responsibility and, through the DART representative, control, of alterations to the City's water and wastewater system facilities. City and DART representatives shall coordinate throughout the construction process. DART shall have a readily available, designated representative available on site at all times that construction activities are underway on City Facilities and accessible by telephone at all other times for emergency response.

Construction and materials testing as agreed by the City and DART shall be performed by certified laboratories under contract to and paid by DART. DART agrees to furnish to City certified results of all tests.

Following site visits, DART and the City shall inform each other in writing of any deficiencies or discrepancies observed. A daily report will be maintained by each Inspector, a copy of which shall be available at the appropriate field office. Whenever unacceptable work on a City Facility is noted by the City, the Director of Public Works or his designee shall immediately notify DART's Senior Vice President, for Project Management or his designee to repair, replace or correct the work to conform to approved plans and specifications. DART may use whatever means are available or necessary to insure resolution of the problem, including withholding payments to its contractors under the terms of their contracts with DART. The City shall not withhold its acceptance of the work so long as the project was constructed in accordance with the approved plans and specifications.

4-4.02. **Final Walk-Through and Acceptance.** Upon completion of construction of a City Facility, City staff shall accompany DART's engineer when final walk-through and preparation of the punch list is made of items not in conformance with the approved plans and specifications. Items identified by the City as not in conformance with the approved plans and specifications shall be added to the punch list at the City's request. After the punch list is performed to meet specifications, and upon receipt of certification by a registered professional engineer licensed in the State of Texas that the construction performed conforms with the approved plans and specifications, and evidence of DART's right of possession, City shall accept responsibility for maintenance of any new City Facility, EXCEPT for warranty obligations of the contractor or correction of defective work, which shall remain the responsibility of DART's contractors and for which DART shall obtain correction to the extent authorized by law.

§4 - ARTICLE FIVE. Bonding, Warranty, Insurance and Design Responsibility and Liability.

4-5.01. **Bonding.** Where DART awards a construction contract in excess of \$25,000.00 in City right-of-way or on City property, the contractor shall provide performance and payment bonds acceptable to the City Attorney and DART's General Counsel in an amount equal to 100 percent of the contract price, with the City and DART named as co-obligees. The bond forms shall be substantially equivalent to the City's standard bond

forms. All bonding shall meet the requirements of State Law with surety companies only acceptable to DART and the City.

4-5.02. Warranty Requirements. DART shall require its contractors to warrant all work against defects in materials and workmanship in writing for a minimum period of one (1) year after final acceptance of the work, and shall require DART's contractors to remedy in a timely manner any defect, or correct and repair any damage, as determined by the City to City Facilities during the warranty period that is caused by a failure of such facilities in stalled or modified by DART's contractor. Latent defects in DART's construction shall also be DART's responsibility following the expiration of the express warranty period to the extent authorized by law.

4-5.03. Insurance. Any Design or construction contracts entered into by DART or the City for work in City right-off-way or on City property in connection with a DART project shall provide for insurance coverage and endorsements acceptable to the DART and City Risk Managers. Such insurance shall not be for less than those types of policies and coverages normally required by the City and DART of its consultants and contractors on similar projects and shall include notification requirements, limits and deductibles acceptable to both City and DART. Insurance meeting the following requirements is acceptable:

4-5.0301. Contractor liability insurance policies shall contain endorsements to the policies of insurance that name the City and DART as additional insureds.

4-5.0302. Any such insurance shall be primary to and not contributing with any insurance maintained by the City.

4-5.0303. Insurance coverage for construction shall include All Risk Builders Risk Insurance (including flood coverage) covering the entire work against loss or damage until completion and acceptance by the City and DART.

4-5.0304. Commercial General Liability Insurance shall be endorsed for broad form property damage, explosion, collapse and underground hazards and shall include independent contractor's liability, personal injury, premises operations, products and completed operations and contractual liability with a per occurrence amount acceptable to the City and DART's Risk Managers.

4-5.0305. Comprehensive Automobile and Truck Liability Insurance for all owned and non-owned vehicles shall have a combined single limit per occurrence amount acceptable to the City and DART's Risk Managers.

4-5.0306. Worker's Compensation coverage as required by law.

4-5.0307. Professional Liability Insurance (Errors and Omissions) for Design consultants, with limits and extended discovery periods acceptable to the City and DART's Risk Managers.

4-5.04. Design Responsibility and Liability. Approval of any DART design and/or construction document by the City shall not be deemed an assumption or acceptance of any responsibility or liability by the City for the adequacy or competency of the designs or construction documents and all such responsibility and liability shall be and remain with DART and its consultants. Likewise, any approval of any City design and/or construction document by DART shall not be deemed an assumption or acceptance of any responsibility or liability by DART for the adequacy or competency of the designs or construction documents and all such responsibility and liability shall be and remain with the City and its consultants.

§4- ARTICLE 6. General Matters.

4-6.01. Additional Contract Clauses. DART shall include in its contract technical specifications related to improvements on City right-of-way or City property such requirements as may be reasonably requested by the City to address project specific needs relating to City Facilities. In addition, DART shall include a provision whereby the DART contractor releases the City from any claim or obligation for payment under the DART contract.

Likewise, the city shall include in its contract technical specifications related to improvements on DART right-of-way or DART property such requirements as may be reasonably requested by DART to address project specific needs relating to DART Facilities. In addition, the City shall include a provision whereby the City contractor releases DART from any claim or obligation for payment under the City Contract.

4-6.02. Access. To the extent required by law during DART's construction activities, DART shall maintain vehicular and pedestrian access to property and buildings abutting City right-of-way. DART shall be responsible for conducting, providing and paying for the defense of any litigation in this regard and all costs, expenses, liability and damages resulting from loss of vehicular or pedestrian access as a result of DART construction shall be borne by DART.

4-6.03. Corrosion (Stray Current) Control. DART's Designs shall be reviewed by engineers acceptable to the City who are experienced and qualified in the area of stray current control for transit systems and utility lines. Final Designs shall include systems on Fixed Facilities and Fixed Guideways and on utility lines for the proper protection of existing, proposed and future utility lines, both public and private for the design life of the facility. Following completion of construction, DART's engineers shall test and monitor on a periodic basis the transit system and selected utility systems in the vicinity of DART Facilities and operations in order to determine the effectiveness of the stray current corrosion control systems and such findings shall be made available to the City. Any undesirable effects observed by an expert recognized as such by the corrosion control industry, hired by DART and acceptable to the City and DART, shall be corrected at DART's cost. Corrective action may be implemented on transit facilities, utilities or both as necessary and applicable.

4-6.04. Safety Reviews of DART Designs. Prior to finalization of DART plans and specifications, DART shall conduct safety review and evaluation of such plans and specifications, particularly with regard to vehicle operations and electrical hazards. Such reviews and evaluations shall be undertaken by fully qualified individuals experienced with the facilities DART proposes to build. The City shall be provided with the completed evaluation reports and DART shall consider and address all recommendations therein contained in its final Designs.

**SECTION FIVE
OPERATIONS AND MAINTENANCE**

§5 - ARTICLE 1. The "Procedures Manual". Pursuant to the Master Interlocal Agreement with the City of Dallas, standard operating procedures for the operation and maintenance of the Light Rail Transit System were established, documented and detailed in the "*Traffic/Train Operations and Maintenance Procedures Manual*", (the "Procedures Manual") which is approved and incorporated by reference and made a part of this ILA as if copied verbatim at this point. The City and DART will, as necessary, add an Addendum to the Procedures Manual reflecting the specific operational and maintenance obligations that differ from those obligations between the City of Dallas and DART.

5-1.01. The Procedures Manual Addendum. The Procedures Manual Addendum will contain specific details addressing each of the following matters:

5-1.0101. Specific traffic signal timings for the operation of the traffic and train signals within the City;

5-1.0102. Headways within the City Limits; and,

5-1.0203. Traffic mitigation Design-construction plans;

5-1.02. **Procedures Manual and Addendum Modifications.** Significant modifications to either the Procedures Manual or the Procedures Manual Addendum shall be approved in writing by the City Manger and the DART President/Executive Director. Minor field adjustments, if any, to the Procedures Manual Addendum shall be on the approval of the City Traffic Engineer or other designated City department head and the DART Vice President for Operations or Vice President for Maintenance, as the case may be.

§5 -ARTICLE 2. Maintenance.

5-2.01. **DART Maintenance Obligations.** DART shall assume permanent Maintenance responsibility for the project elements assigned in Exhibit "A" attached hereto and incorporated herein.

5-2.02. **City Maintenance Obligations.** The City shall assume permanent Maintenance responsibility for the project elements assigned in Exhibit "A" attached hereto and incorporated herein.

5-2.03. City Maintenance Work.

5-2.0301. The City shall provide DART advance notification pursuant to Table 1, for any Maintenance, repair or improvement work performed by the City or its contractors on the Operational Throughway that may affect rail operations. All City performed maintenance, repair or improvement work shall be in complete accordance with approved DART Maintenance and safety procedures as documented in the Procedures Manual. The City shall not grant permits for work by utilities or other persons or entities within the DART Operational Throughway without the prior written approval from DART.

5-2.0302. Should the City perform Maintenance, repair or improvement work on or near the DART Operational Throughway, City forces shall provide and install adequate construction warning signs and other requirements in accordance with TMUTCD, the Procedures Manual and standard City practices. When the City is performing work within DART's right-of-way, DART's safety standards or practices shall likewise be followed. In the event of a variance between DART and City safety standards or practices, the more restrictive shall be followed. If City Maintenance, repair or improvement work damages DART Facilities or equipment, the City shall be responsible for the immediate restoration of the affected facilities or equipment to their condition prior to the start of such work by the City.

5-2.04. DART Maintenance Work.

5-2.0401. DART shall provide advance notification as provided in Table 2, to the TMC or appropriate City department to receive advance approval from the City for DART or its contractors to perform any Maintenance, repair or improvement work situated on City right-of-way, on other City property, or that may affect the operation of City Facilities or other utility and/or communication facilities in place. This includes work above City water lines or across City streets where traffic may be affected. DART or its contractors shall be responsible for obtaining any necessary permits or other approvals required by City ordinance prior to beginning the Maintenance, repair or improvement work. Notification to the City is not required if the maintenance, repair or improvement work does not occur on City right-of-way or other City Property and does not affect operation of City Facilities or utility and/or communication facilities.

5-2.0402. Should DART perform Maintenance, repair or improvement work on or near City Facilities, DART shall provide and install adequate construction warning signs and other requirements in strict accordance with TMUTCD, the Procedures Manual and standard DART

practices. When DART is performing work within the City's right-of-way, the City's safety standards and practices shall also be followed. In the event of a variance between DART and City safety standards or practices, the more restrictive shall be followed. If DART Maintenance, repair or improvement work damages City Facilities or equipment, DART shall be responsible for the immediate restoration of the affected facilities or equipment to their condition prior to the start of such work by DART.

5-2.0403. Following completion of the Light Rail Transit System within the City, DART will develop corrosion control inspection and Maintenance procedures reasonably acceptable to the City. DART's engineers will test and monitor on a periodic basis (but not less than annually) the Light Rail Transit System and selected utility systems in the area of DART Facilities and operations in order to determine the effectiveness of the corrosion control systems and such findings shall be made available to the City within thirty (30) days after receipt by DART.

5-2.05. **Safety Qualifications.** The City shall be responsible for assuring that key City personnel or its contract supervisors performing work on the DART Operational Throughway are certified by DART in proper safety procedures. Certification tags or other identification will be issued to certified personnel and shall be displayed at the work site. DART shall provide safety training and instruction to such personnel and contractors at periodic intervals. Safety training and instruction will be provided by DART within thirty (30) days after notice at a location and time to be determined and specified by DART.

5-2.06. **Insurance.** City contractors performing work within the DART Operational Throughway, and DART contractors performing work on City property shall each carry suitable casualty and liability insurance with coverages and limits jointly determined by DART's and the City's Risk Managers and complying with SECTION FOUR, ARTICLE 5 of this ILA. Any such policy shall name the other party as an additional insured and proof of such insurance shall be promptly provided to the other party upon request.

5-2.07. **Displays and Special Events.**

5-2.0701. It is understood by the City and DART that the movement by rail Vehicles and pedestrian and traffic flow along the Operational Throughway is of primary importance to the parties and that under no circumstances will a permit be granted to any person or entity for any use of the Operational Throughway that would in anyway interrupt, block or restrict such activities.

5-2.0702. DART and the City recognize the potential for third parties to request the use of the OCS poles, traffic signal poles and other structural elements for displays (decorative, seasonal, etc.) and recognize the need for a mechanism to process such requests. Each party shall submit to the other a written notification of all requests each receives for approval of any displays to be attached to the other's poles and structures. Neither the City nor DART shall unilaterally grant permits for displays attached to DART OCS poles, City traffic signals or placed above the Operational throughway without the written authorization from both the City and DART and without review under the City's Special Events Permit process. *Under no circumstance shall any display be permitted that would in any way impede the ability to see and react to changing traffic conditions, or to any traffic control device or Train signal while the rail Vehicles or motor vehicles are or may be in operation.*

5-2.0703. Once the City and DART have approved a permit for installation of approved displays, and before such installation is commenced, the permittee shall be required to notify DART's OCC and the City's TMC and any other persons as required by the permit to insure that adequate safety measures are observed. DART reserves the right to perform the installation of any such displays to its OCS poles or above the Fixed Guideway. Each party may require reimbursement for labor and materials associated with its installation of approved displays.

2.0704. Requests for special events such as parades, festivals, sporting events, *etc.*, along or crossing the Operational Throughway shall be submitted to DART at least thirty (30) days in advance of the proposed event for review and comment as part of the City's Special Events Permit process and to the extent such a request affects the Operational Throughway, it must be approved by DART.

§5 - ARTICLE 3. Operations.

5-3.01. General Provisions.

5-3.0101. Joint operational procedures between the City's traffic control system and the DART Train operation system shall be developed and implemented to optimize performance and Level of Service for both modes of transportation.

5-3.0102. While it is recognized that provision of services by both DART and the City benefit the public, the City retains ultimate control over the traffic operation system within the City limits. The City shall coordinate with DART in advance on decisions regarding enhancements or modifications to the traffic controller software that may affect Train operations. Consistent with the parameters established in this ILA and the Procedures Manual, the City will not unilaterally modify the traffic control mitigations (hardware and/or software) in such a manner as to modify Headway or scheduled travel time. Likewise, DART will not unilaterally modify Train operations in such a manner as to disrupt traffic operations.

5-3.0103. Scheduled initial Headway in each direction shall be established for the LRT segments within the City's limits after consultation between DART and the City.

5-3.0104. Headways may be modified in any way after initial setting by a current authorization by the DART President/Executive Director and the City Manager, documented in the form of official updates to the Procedures Manual Addendum.

5-3.02. Train Operation.

5-3.0201. Train operations throughout the DART LRT System shall be established, used and maintained to accommodate the operational requirements of street traffic flow and the operational requirements of At-Grade Train crossings.

5-3.0202. Train operations through the DART-exclusive sections of the Operational Throughway, including grade crossings with automatic warning devices, shall be carried out through methods and criteria determined by DART that are reasonable, consistent with the principles of the Association of American Railroads - Signal Manual of Recommended Practices (the "AAR-Signal Manual") and consistent with the requirements set out in this ILA.

5-3.03. Train Crossing Operating Mitigations (Hardware).

5-3.0301. Automatic warning and traffic control devices (such as signs, automatic gates, bells, flashers) shall be provided by DART and shall be consistent with current standards in the AAR -Signal Manual and the TMUTCD. The type, quantity and location of all the mitigations will be determined through the design-review process based on applicable engineering principles. Automatic warning devices shall work on fail-safe principles.

5-3.0302. When the Operational Throughway is within City-street right-of-way between crossings, special Train-only signal indications may be used as a Train control mitigation.

5-3.04. **Street Traffic Operation.** Traffic and traffic signal operations within the TTSS shall be established, used and maintained to accommodate the operational requirements of street-traffic flow and the operational requirements of At-grade Train crossings.

5-3.05. **Traffic Operating Mitigations (Hardware).** DART will provide or reimburse the City for all initial installations of traffic control devices and other hardware necessary to achieve the intended traffic/Train operation as specified herein. These devices include, but are not limited to, solid-state traffic signal controllers and their cabinet control equipment, controller telecommunication connections (cable drops), signal conduits, foundations, detectors and other input hardware, mast-arm assemblies and other structural hardware, signal heads and other output hardware, signs and markings. DART will provide an interface between the Train control system and the traffic control system and other interface enhancements as necessary. Where possible, existing traffic signal equipment will be reused.

5-3.06. **Traffic Operating Mitigation (Signal Settings).**

5-3.0601. DART will provide or reimburse the City for all signal settings, software and other non-hardware operational control mitigations necessary to achieve the intended traffic/Train operation as specified herein. The signal settings shall be documented in the Procedures Manual.

5-3.0602. The operations procedures shall include signal settings up to five (5) time periods of the daily signal settings schedule (AM peak hour, PM Peak hour, off-peak hours, late-night hours and weekend) as further described herein. The traffic signal settings that are provided and proposed by DART and accepted by City staff will contain the initial signal settings for the traffic signals. City staff will implement the initial signal settings. In general, signal settings shall be complete enough to allow the operation of traffic controllers in a manner consistent with the TMUTCD, City guidelines and practices and with controller manufacturer's specifications.

5-3.0603. Either DART or the City staff may propose minor adjustments to the traffic signal settings with the adjustments to be subject to approval as described herein and to be documented through updates to the Procedures Manual. City staff will perform DART-proposed adjustments with reimbursement from DART, while City-proposed adjustments will be performed by City staff at City's expense.

5-3.07. **Maintenance.**

5-3.0701. Responsibility for the Maintenance of traffic mitigations is specifically described in Exhibit "A". Generally, DART will maintain all traffic control devices exclusively necessitated by the presence of grade crossings for LRT (e.g. automatic gates, crossing lights, crossing bells, Train-only signals, selected telecommunications elements, etc.) while the City will maintain all other traffic mitigations (e.g. traffic signals and controllers, selected telecommunications elements, signs, pavement markings, etc.). Unless otherwise identified in the operating procedures, DART shall maintain all interface cabling and hardware up to connection on a terminal box located on the traffic controller cabinet.

5-3.0702. The City will be responsible for maintaining the traffic signal system hardware and software. Where traffic signals are attached to OCS poles, DART shall maintain the pole and the City shall maintain the attached traffic signal equipment. Where DART rail signals or equipment are attached to City poles, the City shall maintain the pole and DART shall maintain the attached equipment.

5-3.0703. Replacement and maintenance of LRT-specific and non-typical traffic signal hardware (including signage) is as provided in Exhibit "A". Non-typical hardware and software is that which is installed for LRT operational and safety purposes and which varies from City standards.

5-3.0704. Spare parts for traffic signal equipment that is routinely used by the City shall be kept in the City's inventory for immediate replacement of failed parts. Traffic signal equipment used for the DART At-Grade crossings that is significantly different from City's inventory shall be provided by DART at the request of the City at no cost to the City.

5-3.0705. Response times for maintenance and repair of all individual components shall be performed within typical City incident classification and response times. The City recognizes the importance of efficient rail service and will work diligently with DART to identify priorities for response.

§5 - ARTICLE 4. Fire/Life, Safety Coordination. It is understood and agreed by the City and DART that neither the Fixed Guideway, the Operational Throughway nor any portion of the foregoing are ever to be considered or treated as a designated primary emergency response route or throughway, or a short cut from one place in the City to another. The City and DART will coordinate notifications and emergency response to incidents occurring on the Operational Throughway or the Fixed Guideway which may severely affect public safety on the Fixed Guideway or Operational Throughway and the safety of passengers, employees and the general public.

5-4.01. **Fire/Life Safety Committee.** A Fire/Life Safety Committee (FLSC) shall be established consisting of representatives of DART and City emergency response departments such as fire, police and other departments designated by the City. These representatives shall have the authority to make decisions in the areas of emergency response and fire/life safety. The FLSC shall meet on a regular basis to discuss and plan activities requiring interface between DART and City emergency response departments.

5-4.02. **Emergency Procedure Plan.** An Emergency Procedure Plan shall be developed by DART consistent with the requirements defined in *National Fire Protection Association 130 (NFPA 130)-Fixed Guideway Transit Systems*, Chapter 6 and other applicable guidelines and regulations. The Emergency Procedure Plan will be reviewed and coordinated with and approved by City emergency response departments.

5-4.03. **Emergency Drills.** Periodic emergency response drills will be conducted prior to the start of LRT operations within the City and at periodic intervals thereafter as defined in NFPA 130, Chapter 6. DART will plan and conduct drills in coordination with appropriate emergency response organizations through the FLSC.

5-4.04. **Emergency Access to the Fixed Guideway.**

5-4.0401. At the request of the emergency response official or his designee in charge at the location of an incident, DART personnel will remove power from the OCS. Procedures for removing and restoring power will be consistent with NFPA 130, Chapter 6. Detailed procedures will be developed by DART and coordinated with the FLSC. Prior to start of revenue service within the City, DART will provide training and equipment to City emergency response personnel to enable confirmation that power has actually been removed.

5-4.0402. DART and City emergency response personnel shall work cooperatively to minimize the frequency that power is removed and emergency response vehicles are stopped on the Fixed Guideway, and to minimize any other blockage of the Fixed Guideway that may occur. These situations shall be limited to events where no other reasonable alternatives are available to enable City emergency response organizations to perform their life/safety responsibilities.

5-4.0403. Any emergency condition that may affect operations or public safety that comes to the knowledge of City forces, or any actual emergency response action along the Fixed Guideway initiated by City forces shall be reported immediately to the DART OCC. Likewise, any emergency condition on a City Street or Facility that may affect operations or public safety that comes to the knowledge of DART forces, or any actual emergency response action along a City street including portions in the Operational Throughway initiated by DART forces shall be reported immediately to the City TMC or appropriate City contact point.

5-4.05. **Police and Security.** In accordance with DART Board policy and pursuant to Chapter 452, Texas Transportation Code, DART will provide security for passengers on Trains, at Stations, on the Operational Throughway and at other DART Facilities at a level and using a means that DART determines appropriate. DART shall also enforce its fare collection responsibilities. Interface between DART and the City regarding security procedures for the LRT System may be coordinated through the FLSC meetings. Nothing in this section shall be deemed to restrict the City's police powers as authorized by State and local law.

SECTION SIX MISCELLANEOUS PROVISIONS

6-6.01. **City Facilities Located Outside City Limits.** The provisions of this ILA shall apply outside the City limits only when City owned, operated or maintained Facilities located outside the City limits are involved.

6-6.02. **Notification of Action.** DART and the City each will inform the other in advance of DART Board or City Council briefings, public hearings or official action related to the System Plan, its implementation or operation.

6-6.03. **Availability of Records.** With respect to matters potentially impacting City Facilities or responsibilities, DART will, upon request or as required with permit applications, make available to the city all DART plans and specifications or other documents considered necessary for timely fulfillment of the City's governmental responsibilities. DART shall have a reciprocal right with respect to the City's plans, specifications and other documents potentially impacting the construction and/or operation of the DART Transit System.

6-6.04. **Administration of the Agreement.** This Agreement shall be administered by the President/Executive Director of DART or his designee, and the City Manager or his designee.

6-6.05. **Indemnification.** To the extent permitted by applicable law, the City agrees to defend, indemnify and hold DART, its directors, officers and employees free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of the City to perform any City obligation or duty in connection with this ILA. Likewise, to the extent permitted by applicable law, DART hereby agrees to defend, indemnify and hold the City, its Council, officers and employees free and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees resulting from the performance of failure of DART to perform any DART obligation or duty in connection with this ILA.

6-6.06. **No Third Party Beneficiaries.** The provisions of this ILA are solely for the benefit of DART and the City and are not intended to create or grant any rights, contractual or otherwise, to any other entity or person; and no such other entity or person shall have any right of enforcement of this ILA or any provision contained herein, such right of enforcement being exclusively reserved to DART and the City as the sole parties to, and beneficiaries of this Agreement.

6-6.07. **Right to Contest Actions.** No provision of this Agreement shall be construed to limit the right of either party to contest the validity or application of any law, ordinance, regulation, plan or policy. No provision of this Agreement shall be construed to limit or restrict the vested right of either party to rely on a governmental approval or validly issued permit. Nothing in this Agreement is intended to limit the authority of officials of either

EXECUTED this the ____ day of _____, 199__.

APPROVED AS TO FORM:

City Attorney

Office of DART General Council

THE CITY OF

By: _____
City Manager

DALLAS AREA RAPID TRANSIT

By: _____
ROGER SNOBLE,
President/Executive Director

**Member City
Draft Master Interlocal Agreement
Review
March 27, 1998
12:00 - 2:30 p.m.**

- | | |
|--|---------------------------|
| 1. Welcome, Introductions & Expectations | Tom Ryden |
| 2. ILA Purpose, Document Structure, General and Miscellaneous Provisions | Paul Jones |
| 3. Planning and Development Section | Tom Ryden |
| 4. Design and Construction Section | Rick Brown
Albert Hall |
| 5. Operations and Maintenance Section | Don Warner
Jack Graham |
| 6. Open Discussion | |
| 7. Next Steps | Tom Ryden |

3-25-98

Richardson - George Humen
Transportation Director
972-238-4230

John & FB, Garland worked to move on this. DART Blew it all out the window as a result, George won't even read it what we have is close to the Dallas agreement

1. Softened eminent domain provisions
Grade Separation
2. New policy - DART charging 1.5 MM even if not warranted
(Dallas No) Dallas wants to
stronger DART % of cost on DART
3. TX indemnification
Dallas put a lot of liability on DART

At grade rail crossing - 1" differential
a rough crossing - DART will fix
all cities need DART to fix grade crossings when they get rough.

Farmers
Branch
Doris
Dove
972-247-3131

Jack Graham handout
3-27-98

INTEGRATED TESTS

EMERGENCY DRILLS

TEST NO	TEST NAME
RD-01	SIMULATED DERAILMENT IN THE YARD (NO INJURIES)
RD-02	SIMULATED FIRE IN THE SHOP (WITH INJURIES) REQUIRING EVACUATION
RD-03	SIMULATED TRAIN TO TRAIN COLLISION, DERAILMENT AND FIRE (WITH INJURIES)
RD-04	SIMULATED EMERGENCY EVACUATION OF THE RIGHT-OF-WAY COINCIDENTAL WITH RD-03
RD-05	SIMULATED COLLISION OF TRAIN AND AUTOMOBILE
RD-06	SIMULATED FIRE/SMOKE CAUSING EMERGENCY EVACUATION OF PASSENGERS (WITH INJURIES) - COINCIDENTAL WITH RD-03
RD-07	SIMULATED LRV ACCIDENTAL UNCOUPLING
RD-08	CROSSING GATE INOPERATIVE - COINCIDENTAL WITH RD-05
RD-09	SIMULATED FIRE IN OCC REQUIRING LOCAL CONTROL OF OPERATION COINCIDENTAL WITH RD-02
RD-10	SIMULATED BOMB THREAT ON TRAIN
RD-11	SIMULATED HOSTAGE TAKING ON MOVING TRAIN (WEAPON INVOLVED)
RD-12	SIMULATED BLOCKED TRACKWAY COINCIDENTAL WITH RD-05
RD-13	FIRE ADJACENT TO RIGHT-OF-WAY (CHECK WITH FIRE/LIFE SAFETY)
RD-14	SIMULATED FIRE IN POWER SUBSTATION IN THE TUNNEL
RD-15	SIMULATED FLOODING IN TUNNEL
RD-16	PERSON HIT BY TRAIN - SUICIDE/ACCIDENTAL DEATH
RD-17	DERAILMENT OF FREIGHT TRAIN AT YARD LEAD TRACKS (FOULING YARD LEAD TRACKS)


3-27-98

DART INTEROFFICE MEMORANDUM

RSS7

DATE: July 23, 1997
TO: Distribution
FROM: Jack Graham
Manager, Rail Systems Safety
SUBJECT: FLSC Basic Guidelines and Membership List

Attached is a copy of the subject document. Should you have questions, please call me at (214) 749-2768.


Jack H. Graham
Manager, Rail Systems Safety

c: File
PMFR

FIRE LIFE SAFETY COMMITTEE (FLSC)

PERMANENT MEMBERS

R. Krisak, Avp Technical Services	DART
R. Brown, Avp Project Engineering	DART
R. Swindell, Avp System Engineering	DART
J. Rodriguez, Chief Transit Police	DART
B. Atkins, Senior Manager Facilities Construction	DART
H. Hartberg, Manager Rail Safety	DART
D. Weir, Insurance Coordinator	J & H
J. Graham, Manager Rail Systems Safety	DART/GEC
B. Schey, Manager Systems Safety and Quality Assurance	PC/SI
R. Fuller, Assistant Chief	Dallas Fire Department
B. Morse, Chief Building Inspector	City of Dallas
D. Smith, Building Official	City of Garland
J. Letteller, Senior Planner	City of Plano
S. Beane, City Planner	City of Richardson

In the event that a permanent member is unable to attend a scheduled FLSC meeting, it is requested that a designee attend on their behalf.

SUPPORT MEMBERS

J. Campbell, Avp Ways, Structure & Amenities	DART
P. Ledwitz, Manager Communications	DART
M. Sanders, Manager Traction Power	DART
C. Gilbert, Manager Signals & Fare Collection	DART
G. Francis, Senior Manager Rail Operation Division	DART
S. Banta, Senior Manager Rail Fleet Maintenance	DART
L. Gaul, Senior Manager Operations Control Center	DART
H. Moon, Manager Quality Assurance	DART
D. Warner, Senior Manager Engineering	DART
C. Santa Cruz, Project Manager	DART
J. Haenfling, Technical Services Administrator	DART
B. Cung, Manager Construction Engineering	DART
N. Novick, Project Manager	DART
R. Rodriguez, Project Manager	DART
R. Smith, Project Manager	DART
E. Ugarte, Project Manager	DART
G. Thomas, Program Manager	GEC
J. Sampson, Assistant Program Manager	GEC
R. Bolduc, Deputy Program Manager Administration	GEC
R. Clarke, Project Manager	PC/SI

F. DeLizza, Project Manager
P. Hendley
S. Dossett
A. Duffey
J. Bigelow
M. Chambers

D. Toups,
D. Caldera

SDC
City of Garland Police Department
City of Richardson Fire Department
City of Garland
City of Garland Police Department
City of Richardson Police
Department
City of Garland Emergency
Management
City of Dallas

DART's Fire Life Safety Committee (FLSC) was established in 1992 to facilitate the interchange of information, make evaluations and recommendations, and set requirements relative to DART's Design Criteria and established Fire/Life Safety Criteria, for the purpose of minimizing fire and life safety hazards to patrons, employees, general public and property.

Membership of the FLSC includes representatives of DART, the City of Dallas Fire Department, the City of Garland Building Department, the City of Plano Development Services Department, the City of Richardson's City Planner, and representatives of DART's PC/SI consultant. DART's Manager of Rail Systems Safety acts as chairperson for the FLSC.

The FLSC provides input to comments on fire protection, emergency preparedness plans and procedures, safety plans, and security plans.

The FLSC reviews design specifications, drawings and other relative documentation for DART facilities and system elements for compliance with established criteria, federal, state and local regulations, codes and standards relating to fire/life safety.

The FLSC supports inspections during the construction phase of DART's system build-out and modifications of existing elements (as requested).

The FLSC participates in the planning, performance, and evaluation of emergency simulations conducted on the existing and build-out DART system.

The FLSC participates in the preparation of any required fire protection and safety agreements between DART and local jurisdictions.

The FLSC assists in gaining the understanding and cooperation of the various public service departments within the area that DART's rail and bus systems operates.

A committee meeting for the FLSC will be scheduled once a month (unless situations dictate more) to review, evaluate and determine actions required to resolve fire/life safety issues submitted to or brought before the committee.

Support members will be utilized within their discipline or span of control during working sessions to aid in the resolution of fire/life safety and other related issues (i.e., security).

Working sessions will be scheduled on an as-needed basis.

The Project Controls/System Integration consultant's permanent committee member is designated as the FLSC recorder.

3-27-97



DART

INTER LOCAL AGREEMENT

DECEMBER 1997

SECTION FIVE

OPERATIONS AND MAINTENANCE

3/27/98

DON G. WARNER, 928-6013



DART

MAINTENANCE

CORROSION CONTROL 5-2.0403

- **CORROSION CONTROL INSPECTION PROCEDURES**
- **BASELINE TESTING**
- **ANNUAL TESTING**
- **PREVENTATIVE MAINTENANCE AND CORRECTIVE ACTION PROGRAM**
- **SYSTEM FINDINGS SHALL BE AVAILABLE TO THE CITY WITHIN 30 DAYS OF COMPLETION.**



DART

MAINTENANCE

CITY MAINTENANCE WORK 5-2.0301

TRACK ALLOCATION - EXISTING 20- MILE LIGHT RAIL SYSTEM

- **COORDINATION WITH OPERATIONS CONTROL CENTER BEFORE ANY MAINTENANCE/CONSTRUCTION IS PERFORMED ON THE RIGHT OF WAY (ROW).**
- **WEEKLY TRACK ALLOCATION MEETING EACH WEDNESDAY, 1400 AT S&I FACILITY, 3020 OAK LANE.**

- PRESENT REQUEST FORM WEEK PRIOR TO SCHEDULED WORK. FA 635/

- EMERGENCY REQUIREMENT THROUGH OCC.

- BY WORK PERMIT OR ESCORT BY DART

5-2.05

- SAFETY COURSE AVAILABLE ON REQUEST

- 2 HOURS, HENRY HARTBERG, 928-6010

RAIL SYSTEM MAINTENANCE REQUEST

3021 Oak Lane, Dallas, TX 77226 (OPS Control Center Ph. # (214)928-6048 Fax # (214)928-6351)

Submit by 1200 Wednesday, week prior to scheduled work.

REQUESTER'S NAME: _____ WORK PHONE: _____ HOME: _____

DEPARTMENT or COMPANY: _____

WORK AREA REQUEST:

WORK TO BE DONE: _____ LOCATION: _____

TIME PERIOD REQUESTED DATE _____ TIME _____ TO DATE _____ TIME _____

TRACK(s) NEEDED: CIRCLE NB SB TYPE OF EQUIPMENT TO BE USED _____

TRACK OBSTRUCTION: CIRCLE YES NO

SPEED RESTRICTION ON ADJACENT TRK. YES NO

IF YES, SPEED REQUESTED _____ ACTUAL LIMITS OF REST. FROM _____ TO _____

WORK AREA SUPERVISOR TO BE ASSIGNED: NAME _____ CALL NO. _____

POWER OUTAGE REQUEST:

1. SUPERVISORY OUTAGE CIRCLE YES NO

IF YES, TRACK(s) _____ LIMITS FROM _____ TO _____

2. RED TAG CIRCLE YES NO

IF YES, TRACK(s) _____ CHAIN MARKER: FROM _____ TO _____

APPROVALS:	RECEIVED (DATE/TIME)	APPROVED	APPROVED w/chgs.
1) Mgr. OCC	_____	_____	_____
2) Mgr. W&SA	_____	_____	_____

a) Changes Made _____

b) Slow Orders Required
1) _____ 2) _____ 3) _____

ACTIONS:	Date	Initials
1) Requester Notified At	_____	_____
2) Canceled by Requester	_____	_____
3) Rescheduled for	_____	_____

NOTE:



DART

MAINTENANCE

CITY MAINTENANCE WORK 5-2.0301

RED TAG - BUILD OUT SYSTEM

- **COORDINATION WITH OCC/RED TAG DESK BEFORE ANY MAINTENANCE/CONSTRUCTION IS PERFORMED ON ROW**
- **RED TAG ISSUED TO PERFORM MAINTENANCE ON SYSTEM.**
- **PERSONS WITHOUT RED TAG ARE ESCORTED FROM ROW.**
- **AT COMPLETION OF MAINTENANCE RED TAG IS TURNED INTO OCC/RED TAG DESK.
SAFETY CRITICAL**

Ken Dippel

DART Contract

Transit Center

Quorum RAXing

Reference to exist
agreements

Issue - fail in Addison
definitely needs to be addressed
Policy decision instead
of legal decision

Call Wed AM

Spectrum
Surrender (maybe)
Quorum King
Supersede
or
replace
existing



HOTEL ADOLPHUS
A NOBLE HOUSE HOTEL
1321 COMMERCE, DALLAS, TEXAS 75202
(214) 742-8200

Telcom - Ken Drappel

3-26-98

DART Master Interlocal Agreement

Don't want to foreclose
ourselves to not

having rail in the

future / language that
keeps that option
open

Other interlocal agreements

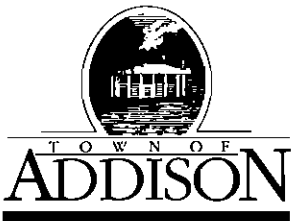
65% 35% partner

Refer to all prior

or all are affirmed

& ratified

Take notes / write a memo



LETTER OF TRANSMITTAL

Public Works / Engineering

16801 Westgrove • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	3-19-98	JOB NO.
ATTENTION		
RE:	DART Master Interlocal Agreement	

TO Ken Dippel
Charles & Thompson

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Re: above
1			Snoble letter of Transmittal to R. Whitehead

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19 _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

Ken- Please review & comment with a copy of your comments to me before Friday March 27. I have to attend a meeting @ DART on this that day. John Baumgartner's only real problem with this is on page 1 "Be It Remembered" section - we don't want to agree because DART's current system plan does not show rail coming to Addison

COPY TO _____

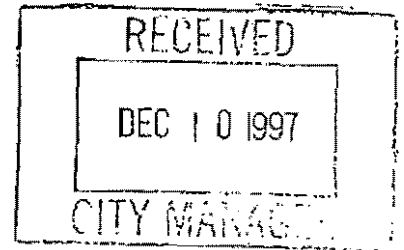
Thanks
 SIGNED: Jim Peew

If enclosures are not as noted, please notify us at once.

COPY

DART

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278



December 5, 1997

Mr. Ron Whitehead
City Manager
Town of Addison
P. O. Box 144
Addison, Texas 75001-0144

Re: Member City Master Interlocal Agreement (ILA)

Dear Mr. Whitehead:

The DART Board of Directors has requested that a common set of procedures be established governing how DART and its member cities implement the rail, and other fixed rail and bus facility elements of the adopted System Plan/Service Plan. A draft set of procedures has been developed and is enclosed for your review. This document is being sent to all member cities.

The enclosed document borrows extensively from existing agreements that DART currently has with the City of Dallas. The new document modifies certain content and includes procedures for three important functional areas in one agreement:

1. Planning and Development
2. Design and Construction
3. Operations and Maintenance

In order to develop, build and operate the DART rail system and other fixed facilities in the most efficient manner, we believe that it should be done consistently from city to city. A single unified Master Interlocal Agreement can help accomplish this objective.

We will be contacting your office to schedule a meeting in 30-45 days to discuss the proposed ILA. If you have questions in the interim, please contact Tom Ryden at (214) 749-2913.

Sincerely,

A handwritten signature in dark ink, appearing to read "Roger Snoble".

Roger Snoble
President/Executive Director

RS:TR:cas

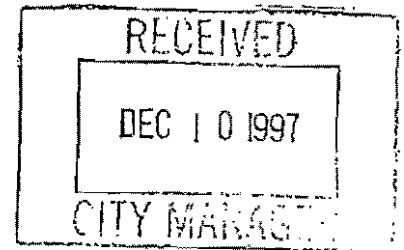
Attachment

c: Board of Directors
Nancy McKethan
Darla Hill

COPY

DART

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278



December 5, 1997

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City Manager
Town of Addison
P. O. Box 144
Addison, Texas 75001-0144

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Roger Snoble
President/Executive Director

RS:TR:cas

Attachment

c: Board of Directors
Nancy McKethan
Darla Hill