

Memorandum



CITY OF DALLAS

DATE March 21, 2008

TO Members of the Transportation and Environment Committee:
Linda Koop (Chair), Sheffie Kadane (Vice Chair), Jerry R. Allen, Carolyn R. Davis, Vonciel Jones Hill, Angela Hunt, Pauline Medrano and Ron Natinsky

SUBJECT Overview of City of Dallas/DART Interlocal Agreements

The attached briefing will be presented at the March 24, 2008 Transportation and Environment Committee meeting.

Please contact me if you need additional information.

A handwritten signature in black ink, appearing to read "R. Miguez".

Ramon F. Miguez, P.E.
Assistant City Manager

c: The Honorable Mayor and Members of the City Council
Mary K. Suhm, City Manager
Thomas P. Perkins, Jr., City Attorney
Deborah Watkins, City Secretary
Craig Kinton, City Auditor
Judge Jay Robinson, Judiciary
Ryan S. Evans, First Assistant City Manager
David O. Brown, Interim Assistant City Manager
Jill A. Jordan, P.E., Assistant City Manager
A.C. Gonzalez, Assistant City Manager
David Cook, Chief Financial Officer
Jeanne Chipperfield, Interim Director, Office of Financial Services
Chandra Marshall-Henson, Assistant to the City Manager
Edward Scott, Interim Director, Office of Financial Services

Overview of City of Dallas and DART Interlocal Agreements

Council Transportation and
Environment Committee

Prepared by
Transportation Programs
Public Works and Transportation
March 24, 2008





Purpose of Briefing

- Provide an overview of the interlocal agreements between the City and DART that provide a framework for day-to-day decision-making between the agencies
- Identify specific issues that may warrant more detailed follow-up information



DART/City Interlocal Agreements

- Master Interlocal Agreement
- Supplemental Agreement #1: Planning and Development
- Supplemental Agreement #2: Design and Construction
- Supplemental Agreement #3: Union Station
- Supplemental Agreement #4: Lancaster Road, Veterans Administration Tract Easements
- Supplemental Agreement #5: LRT Operations and Maintenance
- Supplemental Agreement #6: Pearl Street Connector



Master Interlocal Agreement

- Adopted by City Council and DART - February 1990
- Commitment to a working relationship for resolving issues and engaging in joint project and program activities
- Recognition of the authorities and responsibilities of the principal officials of each party
- Procedures for developing work programs and compensation procedures for services provided by either party
- Obligations of both parties to meet respective public responsibilities and ensure compliance with federal, state and local laws/codes/procedures



Master Interlocal Agreement

(continued)

- Specifies conditions allowing DART to construct and operate the surface transitway in the Dallas CBD and requirements for construction of a subway that include:
 - over a 6 month period, average ridership exceeds 8000 passengers per peak hour per peak direction, and/or headways decrease to 2.5 minutes; or,
 - additional funding becomes available



Master Interlocal Agreement

(continued)

- Requires DART to include funding for the CBD subway in their financial plan, but does not require any expenditure until the operational criteria are met
- Commitment to develop supplemental agreements to address specific issues, including:
 - Planning and Development
 - Design and Construction
 - Operations and Maintenance



Planning and Development

Supplemental Agreement #1

- Adopted by City Council and DART - July, 1990
- Major changes in the Service Plan: City Council has the right to review and approve the addition of new fixed guideway routes
- Fixed Facility Site Selection and Subsequent City Approvals: DART is responsible for selecting sites for fixed facilities (e.g., guideways, stations, transit centers, park/ride facilities, maintenance shops) according to a defined process



Planning and Development

Supplemental Agreement #1 (continued)

- Station Area Planning: City is responsible for development of plans according to a defined process
- City Owned Land or Facilities: Joint use facilities may be owned by the City or DART; either entity may ask the other to acquire property and pay all costs; project teams will be used to evaluate joint development projects
- Mutual Grants of Crossing Rights: both DART and City have subordinate rights to air, surface and subsurface areas of the others' right-of-way



Planning and Development

Supplemental Agreement #1 (continued)

- Right-of-way Protection: City may adopt setback requirements to protect planned alignments; City will share development related information; City will cooperate in termination of license agreements
- Traffic Mitigation Measures:
 - Traffic evaluations include traffic projections, safety, vehicle queues, delay, changes in level of service, signal system impact, cost, and mitigation measures



Planning and Development

Supplemental Agreement #1 (continued)

- Technically warranted traffic mitigation measures maintain level of service "D"
- Grade separations — DART builds warranted separations; DART participates in non-warranted and retrofitted separations
- Shifts in Vertical Alignments: Any shift in vertical alignment over 15 feet must be evaluated against established criteria to determine if mitigation measures are warranted



Planning and Development

Supplemental Agreement #1 (continued)

- Environmental and Special District Compliance: City and DART must comply with federal, state, and local environmental and Special District (e.g., West End) requirements
- Off Premise Signs: removal of non-conforming detached off-premise signs; right to maintain and relocate legal signs; advertising at stations is okay
- DART Agreements with Other Governmental Entities: the City is entitled to equal treatment



Design and Construction

Supplemental Agreement #2

- Approved by City Council and DART - August, 1991
- Design
 - City review/concurrence required for all proposed construction
 - Design documents are identified to guide design of DART and City facilities
 - DART shall improve adjacent streets according to Development Code requirements
 - Station access will be onto thoroughfares to greatest extent possible



Design and Construction

Supplemental Agreement #2 (continued)

- Design (continued)
 - Sequence of construction plans are required; contractor haul routes must be approved
- Acquisition or Exchange of Land
 - DART acquires new street/alley right-of-way at its cost and conveys it to City
 - If one agency needs to acquire land from the other, it may pay market value for the property or exchange land of equal value



Design and Construction

Supplemental Agreement #2 (continued)

- Construction
 - Construction may be by the City on behalf of DART or by DART on behalf of the City
 - Establishes procedures for scheduling, notification, inspection, payments and audits associated with construction
 - Access permitted for emergency and routine maintenance
 - Authorization may be given to commence work subject to necessary final modifications



Design and Construction

Supplemental Agreement #2 (continued)

- Quality Assurance and Acceptance
 - City authority to protect public health, safety, and welfare is recognized
 - City inspectors monitor DART construction associated with City facilities and participate in final walk-through and acceptance at completion of project
- Bonding, warranty and insurance provided by DART in amounts normally required for City projects



Design and Construction

Supplemental Agreement #2 (continued)

- Miscellaneous

- DART will maintain vehicular and pedestrian access to abutting properties during construction
- Plans will be reviewed by qualified engineers at DART's cost to ensure proper corrosion control
- DART conducts a safety review of all plans and specifications prior to finalization
- DART is responsible for the resolution of any damage claims resulting from DART construction



Union Station

Supplemental Agreement #3

- Approved by City Council and DART - April, 1993
- Provided for construction of light rail transit and commuter rail, and relocated AMTRAK rail facilities and platforms at Union Station by DART
- DART provides security personnel at Union Station during rail transit operations and pays \$42,330 annually as consideration for lost parking spaces and utility expenses



Lancaster Road, Veterans Administration Tract Easements

Supplemental Agreement #4

- Approved by City Council and DART - January, 1995
- Provided for City to acquire easements from the U.S. Department of Veterans Affairs for widening Lancaster Road to accommodate DART's LRT line
- City agreed to construct a VA Community Center on the VA Medical Center's property
- VA Community Center to be constructed at DART's expense at a total cost not to exceed \$1.75 million



Operations and Maintenance

Supplemental Agreement #5

- Approved by City Council and DART - September 1999
- Defines roles of responsibilities for the operations and maintenance of the LRT system
- Formalizes procedural framework and cooperative working relationship between DART and the City of Dallas
- The City and DART began following the procedures and areas of responsibility outlined in this agreement when DART began LRT operations in June 1996



Operations and Maintenance

Supplemental Agreement #5 (continued)

- Maintenance
 - Maintenance responsibilities are defined for the City and DART
 - Requirements are established for agency notification, warning signs, and safety practices
 - Procedures are defined regarding corrosion control that could result from stray current, personnel safety qualifications, insurance requirements, and displays for special events



Operations and Maintenance

Supplemental Agreement #5 (continued)

- Operations
 - Traffic control and train operation systems are implemented to optimize performance of both modes of transportation
 - City retains control of the traffic operation system
 - DART is responsible for costs associated with initial installations of traffic control devices and system settings needed to manage train/traffic operations; ongoing maintenance responsibilities for each agency are defined



Operations and Maintenance

Supplemental Agreement #5 (continued)

- Emergency Coordination
 - Rail transit corridors are not designated as emergency response routes
 - Establishes a Fire/Life Safety Committee, Emergency Procedure Plan, periodic emergency drills, emergency access to the LRT fixed guideway
 - DART will provide security for passengers on trains and at stations



Pearl Street Connector

Supplemental Agreement #6

- Approved by City Council and DART – September 1998
- Provided framework for DART to use City property to construct a landscaped walkway connecting the Pearl Street LRT station to the CBD East Bus Transfer Center
- DART is responsible for maintenance of the connection
- DART utilized a FTA Livable Communities Grant to design and construct the connection