

**WHEREAS**, on February 28, 1990, Resolution No. 90-0810 approved the Master Interlocal Agreement with Dallas Area Rapid Transit (DART); and,

**WHEREAS**, on July 25, 1990, Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on August 28, 1991, Resolution No. 91-2566 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on April 14, 1993, Resolution No. 93-1349 authorized Supplemental Agreement No. 3 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on January 25, 1995, Resolution No. 95-0357 authorized Supplemental Agreement No. 4 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on September 9, 1998, Resolution No. 98-2607 authorized Supplemental Agreement No. 6 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on April 28, 1999, Resolution No. 99-1459 authorized the submission, acceptance and implementation of City of Dallas candidate projects for the Congestion Mitigation Air Quality Program (CMAQ); and,

**WHEREAS**, on September 22, 1999, Resolution No. 99-3014 authorized Supplemental Agreement No. 5 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, Katy Trail was accepted in March 2000 as a candidate project in the First Call for Projects in the Congestion Mitigation Air Quality Program (CMAQ) under the Transportation Equity Act of the 21<sup>st</sup> Century (TEA-21); and,

**WHEREAS**, on October 10, 2001, Resolution No. 01-3024 authorized a professional services contract with Washington Infrastructure Services, Inc. to provide engineering services for bicycle and pedestrian enhancements on Phase III of the Katy Trail Extension from McCommas Boulevard at North Central Expressway to Sandhurst Street just west of Skillman Street and from Lyte Street at North Houston Street to Levee Street at Manufacturing Street in the amount of \$234,190; and,

**WHEREAS**, on October 10, 2001, Resolution No. 01-3025 authorized an Interlocal Agreement with the Texas Department of Transportation for design, right-of-way acquisition, utility relocations, and construction of bicycle and pedestrian enhancements for Phase III of the Katy Trail Extension; and,

**WHEREAS**, on April 24, 2002, Resolution No. 02-1346 authorized Supplemental Agreement No. 1 to the Interlocal Agreement with TxDOT; and,

**WHEREAS**, on December 11, 2002, Resolution No. 02-3488 authorized Supplemental Agreement No. 2 to the Interlocal Agreement with TxDOT; and,

**WHEREAS**, on February 25, 2004, Resolution No. 04-0821 authorized Supplemental Agreement No. 7 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on November 8, 2006, Resolution No. 06-3064 authorized a professional services contract with HNTB Corporation to provide preliminary design services for the Katy Trail, Phase VI from Ellsworth Street to Worcola Street in the amount of \$265,748; and,

**WHEREAS**, on November 8, 2006, Resolution No. 06-3065 authorized a Local Project Advanced Funding Agreement with the Texas Department of Transportation for the design, right-of-way acquisitions, and construction of bicycle and pedestrian enhancements for the Katy Trail, Phase VI; and,

**WHEREAS**, on February 25, 2009, Resolution No. 09-0548 authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide final design services for the Katy Trail, Phase VI from Ellsworth Street to Worcola Street in the amount of \$1,109,612 from \$265,748 to \$1,375,360; and,

**WHEREAS**, on June 23, 2010, Resolution No. 10-1696 authorized Supplemental Agreement No. 8 to the Master Interlocal Agreement with DART; and,

**WHEREAS**, on August 11, 2010, Resolution No. 10-1971 authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide additional engineering design services for the Katy Trail, Phase VI from Ellsworth Street to Worcola Street in the amount of \$506,734, from \$1,375,360 to \$1,882,094; and,

**WHEREAS**, the City and DART desire a license to use DART's property to construct and maintain the public hike and bike trail consisting of an improved surface, landscaping, signage, and facilities; and

~~**WHEREAS**, the City and DART desire a license to use DART's property to construct and maintain pedestrian bridges spanning Mockingbird Lane and the DART Light Rail at Mockingbird Station; and~~

**WHEREAS**, the License as to the property granted by this Agreement will be non-exclusive, perpetual and irrevocable commencing on the effective date; provided, however, the License may be terminated by DART for DART-related needs with written prior notice to City; and,

June 22, 2011

**WHEREAS**, in addition to the license, the City and DART desire to amend the City of Dallas/Dallas Area Rapid Transit Master Interlocal Agreement to authorize the long-term use of DART's property to construct and maintain pedestrian bridges spanning Mockingbird Lane and the DART Light Rail at Mockingbird Station ("the Bridge Property"); and,

**WHEREAS**, as a result of the City's long-term use of the Bridge Property, DART has requested that the City pay DART an amount equal to the fair market value of that property; and,

**WHEREAS**, the City has agreed to compensate DART for use of the Bridge Property in an amount equal to the fair market value of the property, but not to exceed \$100,000; and,

**WHEREAS**, compensation to DART may be in cash or other equivalent consideration as agreed upon by DART and the City; and,

**WHEREAS**, it is now necessary to authorize a license agreement with DART for the use of its right-of-way to construct and maintain the proposed Phase VI of the Katy Trail extension from Ellsworth Street to Worcola Street; and,

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 9 to the Master Agreement with DART for the use of its right-of-way to construct and maintain the pedestrian bridges over Mockingbird Lane and the DART Light Rail Red Line track near Twin Sixties Drive.

**Now, Therefore,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the City Manager is hereby authorized to execute a license agreement with DART for the joint use of DART right-of-way to construct and maintain the proposed Phase VI of the Katy Trail extension from Ellsworth Street to Worcola Street, after it has been approved as to form by the City Attorney.

**Section 2.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 9 to the Master Agreement with DART for: (1) the joint use of DART right-of-way to construct and maintain pedestrian bridges over Mockingbird Lane and the DART Light Rail Red Line track near Twin Sixties Drive; and (2) the compensation of DART for use of the Bridge Property, after it has been approved as to form by the City Attorney.

June 22, 2011

**Section 3.** That, in the event that compensation to DART is in the form of a cash payment, the City Controller is hereby authorized to disburse funds to DART, in an amount not to exceed \$100,000, for the joint use of DART right-of-way associated with the pedestrian bridges of Katy Trail, Phase VI from Ellsworth Street to Worcola Street, in accordance with the terms and conditions of Supplemental Agreement No. 9 from:

Street and Transportation Improvements Fund  
Fund 8T22, Dept. PBW, Unit. P653, Act. INGV  
Obj. 4210, Program #PB06P653, CT PBW06P653H3  
Vendor #232802, in an amount not to exceed \$100,000.00

**Section 4.** That the City Controller is hereby authorized to release any unused encumbered bond funds into Fund 8T22, Department PBW, Unit P653, Object 4210.

**Section 3 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED BY  
CITY COUNCIL

JUN 22 2011

  
City Secretary