

RESOLUTION NO. 12-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MESQUITE, TEXAS AND THE COUNTY OF DALLAS, TEXAS, AUTHORIZING ITS EXECUTION BY MAYOR; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the County of Dallas, Texas is prepared to begin an Alignment Study on the South Outer Loop Route (Loop 9) and entering into an Interlocal Agreement with the County of Dallas, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the Agreement will: (1) establish a Policy Advisory Group of elected officials to provide project oversight and policy guidance; (2) establish a Steering Committee of staff representatives to administer and direct the project; and (3) provide for project funding by Dallas County and the North Central Texas Council of Governments; and

WHEREAS, upon full review of the Agreement, the City Council is of the opinion that the terms and conditions thereof should be approved, and Cathye Ray shall be authorized to execute it on behalf of the City of Mesquite.

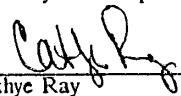
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. The terms and conditions of the Agreement having been reviewed by the City Council of the City of Mesquite and found to be acceptable and in the best interests of the City of Mesquite and its citizens, are hereby in all things approved.

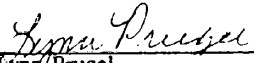
SECTION 2. That Cathye Ray, Mayor, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Mesquite, substantially according to the terms and conditions set forth in the Agreement.

SECTION 3. That this resolution shall take effect from and after its passage, as in the Charter in such cases is made and provided.

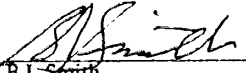
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of June, 1993.


Cathye Ray
Mayor

ATTEST:


Lynn Prugel
City Secretary

APPROVED:


B.J. Smith
City Attorney

00090

STATE OF TEXAS
COUNTY OF DALLAS

A G R E E M E N T

WHEREAS, a proposed South Outer Loop Corridor is identified in Mobility 2010: The Regional Transportation Plan for North Central Texas, adopted by the North Central Texas Council of Governments in August, 1990; and

WHEREAS, said South Outer Loop Corridor, from IH-20 in Mesquite to SH-360 in Tarrant or Ellis Counties, enters or may enter the boundaries of Dallas, Ellis and Tarrant Counties, hereinafter called "Counties", and the Cities of Arlington, Balch Springs, Cedar Hill, Combine, Dallas, DeSoto, Ferris, Glenn Heights, Grand Prairie, Lancaster, Mansfield, Mesquite, Midlothian, Ovilla, Red Oak, Seagoville, and/or Wilmer, hereinafter called "Cities"; and

WHEREAS, the 1991 Dallas County Bond Program, approved by the voters of Dallas County on November 5, 1991, includes funding in the maximum amount of \$900,000 for the Route Alignment Study of the proposed South Outer Loop from IH-20 in Mesquite to SH-360 in Tarrant or Ellis County; and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has included funding for participation in said Route Alignment Study in its annual Unified Planning Work Program; and

WHEREAS, a similar Route Alignment Study was completed by Dallas County and the Cities of Garland, Mesquite, and Rowlett, with the participation of the Texas Department of Transportation (TxDOT) for the extension of SH-190, from SH-78 in Garland to IH-20 in Mesquite, and TxDOT is now performing additional studies for this extension; and

WHEREAS, the Dallas Regional Mobility Coalition (DRMC) has selected the SH-190 extension and the proposed South Outer Loop as projects of interest for monitoring and for support, and has formed a sub-committee for that purpose; and

WHEREAS, the City of Mesquite, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into an agreement for a Route Alignment Study for the extension and development of SH-190 South (Loop 9) in the City and County between IH-20 in Mesquite and SH-360 in Tarrant or Ellis County, hereinafter called "Project"; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, provides authorization for local governments to enter into contracts for this purpose; and

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and County upon and for the mutual consideration stated herein.

00092

W I T N E S S E T H

Article I - Policy Advisory Group

Cities and Counties agree to establish a Policy Advisory Group composed of elected officials from each entity. A Policy Advisory Group representative shall be named by the governing body of each entity participating in the Project. The Policy Advisory Group shall elect a Chairperson from among the designated representatives. The Policy Advisory Group shall provide policy guidance, overview, and oversight for the Project. The Policy Advisory Group shall also represent the Project in appearances before the Texas Transportation Commission prior to commencement of the Project to secure active involvement of the Texas Department of Transportation (TxDOT) in the conduct of the Project and following completion of the Project to secure Commission acceptance of the Project.

Article II - Steering Committee

A Steering Committee for consultant selection, study direction, and administration of contract funding shall be appointed by the participating entities. The Steering Committee shall consist of voting members composed of one staff member each from Cities and Counties participating in the Project. Each participating entity shall specify herein the name and/or position title of their designated Steering Committee member. Non-voting, ex-officio membership of the Steering Committee shall include one or more staff members from the Regional Planning Office (RPO) of the Texas Department of Transportation (TxDOT), from the Dallas District Office of the TxDOT, and from the North Central Texas Council of Governments (NCTCOG). It is agreed that the staff member from the Dallas County Public Works Department will be the Chairperson for the Steering Committee. Cities and Counties agree that all funding requests for work shall be first submitted to the Steering Committee for approval. The Steering Committee shall be responsible for developing a specific

Article II - Steering Committee, continued

work plan to implement the Project. The work plan is incorporated into and made a part of this Agreement upon its completion and acceptance by the Steering Committee. The Steering Committee shall also develop a Request for Proposals which includes the work plan. The Steering Committee shall be responsible for: Consultant selection, Consultant direction and guidance; review of Consultant invoices and approval of payments to Consultant(s); data collection and verification including demographic, traffic and zoning data; coordination of public meeting places, times, announcements, agendas, etc.

Article III - Work Plan

The work plan will be included in a "Request for Proposal" (RFP), and will outline in detail the various study elements, funding breakdown, and responsibilities of contractors and consultants. Within funding limits, the work plan for the Project will encompass at least the following: Subregional Travel Demand Estimates; Alternative Route Alignments; Alternative Facility Designs; Refined Travel Demands Using Alternative Alignments and designs; Cost-Effectiveness Criteria; Involvement of Participating Entities; and Role of Steering Committee. The specific corridor for this Project will be determined by the Steering Committee and set forth in the work plan.

Article IV - Funding

Cities and Counties hereby agree to initial funding of this Project in the amount of \$950,000. This initial funding shall be provided from 1991 Dallas county Bond Funds in the amount of \$900,000 and from North Central Texas Council of Governments' Unified Planning Work Program funds in the amount of \$50,000. Funds remaining from the initial \$950,000 upon completion of the Project shall be returned to Dallas County. In the event that additional funding is necessary to complete the Project, the participants, with the assistance of the

00094

Article IV - Funding, continued

Policy Advisory Group, shall identify source(s) for the additional funding and shall develop and execute supplemental agreements necessary to secure the additional funding required, provided that Dallas County's total participation in the Project shall be limited to the 1991 Dallas County Bond Program amount of \$900,000. Work performed by the contractors and consultants shall be approved for payment by the Steering Committee. Funds provided for this Study will not be used to acquire additional right-of-way that may be necessary for implementation of the SH-190 South (Loop 9) extension.

Article V - Consultants

Cities and Counties will approve reimbursements only for the work performed by contractors and consultants as set forth in the work plan, and not for any surcharges such as interest or administration. Payments shall not exceed the amounts approved by the Steering Committee. No work, including consultant services, may be performed without prior written approval of the Steering Committee. All work performed under this Agreement shall be in accordance with Texas State Law. Payment for contracted work and consulting services will be made by Dallas County only after receipt of invoices and supporting documents.

Article VI - Dallas County

Dallas County's role in the Project is to provide administrative support as necessary and where requested by the Steering Committee. The Dallas County's role will include the execution of any contract or contracts for professional services as approved by the Steering Committee. Dallas County's responsibility under this Agreement is limited to funding as described in Article IV above.

Article VII - Cities and Counties

Cities and Counties hereby agree to support and protect the advancement of the Technically Preferred Alignment resulting from the Project through Council Resolutions or Commissioners Court Orders adopting said Technically Preferred Alignment and by future protection of right-of-way for said Technically Preferred Alignment through Zoning, Land Use, Subdivision and Building Permitting Ordinances, Plans, regulations, and Enforcement to the extent allowable by Law within their respective jurisdictions.

Article VIII - Liability

Each party shall only be responsible for the acts and omissions of its own agents, servants, employees and independent contractors, and shall not be responsible for the acts and omissions of any other party to this Agreement, and each party shall indemnify and hold the others harmless only from any such losses, costs, claims, damages, actions or causes of action that are actually caused by and attributable to such indemnifying party.

00096

City Execution

Executed by the City of Mesquite pursuant to:

City Council Resolution No. _____ approved on
_____, 19____.

And by the County of Dallas pursuant to:

Commissioners Court Order No. _____ on this
_____ day of _____, 1993.

CITY OF MESQUITE

ATTEST:

MAYOR

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

STEERING COMMITTEE MEMBER

COUNTY OF DALLAS

LEE F. JACKSON
COUNTY JUDGE

DONALD L. CRANFORD
STEERING COMMITTEE MEMBER