

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called “PSA” to the Master Agreement Governing Transportation Major Capital Improvement Projects, hereinafter (“Master Agreement”), is made by and between the City of Farmers Branch, Texas, hereinafter (“City”), and the County of Dallas, Texas, hereinafter (“County”), acting by and through its duly authorized officials, for the purpose of constructing Transportation Improvements to the Westside Trail MCIP Project 20501, from the DART Farmers Branch Station near downtown Farmers Branch to the west City limit where it will connect with the Campion Trail, John F. Burke Nature Preserve, hereinafter (“Project”).

Witnesseth

WHEREAS, the City and County entered into a Master Agreement Governing Transportation Major Capital Improvement Projects, hereinafter (“Master Agreement”) on July 05, 2011 by Commissioners Court Order 2011-1203 for the purpose of transportation improvements on roads inside Dallas County;

Whereas, pursuant to Dallas County Commissioners Court Order No. 2016-0769 dated June 21, 2016 County and City entered into a Program Funding Agreement for the implementation of the Westside Trail MCIP Project 20501; and

Whereas, pursuant to Dallas County Commissioners Court Order No. 2017-1073 dated August 15, 2017 County and City entered into a First Amendment to Program Funding Agreement for the implementation of the Westside Trail MCIP Project 20501; and

WHEREAS, the City shall enter into a Local Project Advance Funding Agreement, hereinafter (“LPAFA”) with the State of Texas by and through the Texas Department of Transportation, hereinafter (“TxDOT”) to provide funding in the amount of \$4,545,725.00 for the construction of Westside Trail MCIP 20501 Project; and

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, Chapter 791 of The Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein and contingent upon the execution of the LPAFA between the City and Texas Department of Transportation

Article I
Project Specific Agreement

This PSA is to specifically identify the project, changes in the rights and responsibilities of each party as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be a supplement to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control as to the Project.

Article II
Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV.

Article III
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2011-1203 dated July 05, 2011, and additions thereto as incorporated herein.
2. Funding Agreement authorized by County Commissioners Court Order 2016-0769 dated June 21, 2016, and any amendments thereto as incorporated herein.
3. Project Scoping Sheets, which are attached and incorporated herein as Attachment "A."
4. Current Cost Estimates and Funding Sources, which is attached and incorporated herein as Attachment "B."
5. Project location Map which is attached and incorporated herein as Attachment "C"
6. LPAFA between City and Texas Department of Transportation, and any amendments thereto as incorporated herein.

Article IV
Project Description

This PSA is entered into by the parties for public transportation improvements within the City of Farmers Branch and Dallas County, Texas. The Project is defined as a 3.3 mile multi-modal trail facility beginning at Farmers Branch DART Rail Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate width of 10'-12'. In between these two important end points the trail will run through the middle of the proposed Mercer Crossing Development which will be a major employment area when completed. The Project is also defined as it runs through Mercer Crossing the trail will parallel Mercer Pkwy, a new road to be constructed, for 2.3 miles. In addition to these improvements the Project will also include sidewalk connections on Luna Rd from Valley View Ln to Mercer Pkwy, providing access to an existing employment center. This connection has been planned at both the local and regional level by way of both the Regional Veloweb and the City of Farmers Branch's Trail Master Plan and as more specifically described in Attachments "A" and "C."

This Project will facilitate the improvement of public transportation to benefit the City of Farmers Branch and Dallas County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality, subject to City Council approval.

Article V **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County for the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City for the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project.
2. The County and City have mutually agreed that the Project limits are from the DART Farmers Branch Rail Station near downtown Farmers Branch to the west City Limit where it will connect with the Campion Trail, John F. Burke Nature Preserve.
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A." Such design shall be the Standard Basic Project Design for the Project and specifically does not include Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. County and City agree to execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.

5. The Project may require the acquisition of road right-of-way within the alignment which is all real property needed or convenient for roadway purposes as shown in the Project design or right-of-way plans and shall include all real property outside of the designed right-of-way needed or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency, and shall be funded as part of Project costs. Such acquisitions will be in the ownership of the City as the City solely will be responsible for maintenance after construction is completed.
6. The PS&E will be submitted to the County for approval, prior to proceeding with the final design and any right of way acquisition. The County shall review and comment on the PS&E within thirty (30) days after delivery to the County. If the City has not received comments within thirty (30) days after delivery to the County, the City will assume the County has reviewed the plans, had no comments and the Project may proceed.
7. The County agrees that City may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
8. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
9. The results of any audit may be furnished to the City for comment. In the event that any audit shall determine that moneys are owed to the County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, return receipt requested.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. City will provide project management of the Project from commencement of planning to completion of construction.
2. City shall execute the necessary agreements for the implementation, design, and construction of the Project mutually agreed upon and incorporated herein by this PSA.
3. City shall modify its thoroughfare plan to reflect the appropriate classification, if any, based on the use and changes made to the trail due to construction.
4. This PSA is City approval of the preferred alignment as shown in Attachment "A" and

- will be in the ownership of the City as the City solely will be responsible for maintenance after construction is completed.
5. This PSA is City approval of the Project and to maintain the trail after the Project is completed.
 6. City will retain right to review plans, specifications, estimates, and other deliverables during preparation of the deliverables under the contract.
 7. City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
 8. City shall be responsible for maintaining the roadway, trail, grading area, sanitary lines, drainage structures, striping, signage, and related improvements after the Project is complete.
 9. City shall enter into a LPAFA with TxDOT for funding participation in the amount of \$4,545,725.00 for the construction of the Westside Trail Project.

III. County Responsibilities:

1. County agrees to participate in the City lead project as a funding participant.
2. The County will attend task force meetings, field construction meetings, and will retain right during construction to confirm progress through inspection and to review plans, change orders, and amendments.
3. Review, comments, approval or acceptance of City, its contractors, subcontractors work by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error, or omission in the work prepared.

IV. Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, and any amendment thereto, or any other agreement between the parties regarding this Project, the total project cost is estimated at Ten Million Four Hundred Forty Five Thousand Seven Hundred Twenty-Five Dollars and no cents (10,445,725.00).
2. City's total obligation to this Project is to provide funding for the Project in the amount not to exceed One Million Five Hundred Thousand Dollars and no cents (\$1,500,000.00) TxDOT's total obligation to this Project is to provide funding in the amount not to exceed Four Million Five Hundred Forty Five Thousand Seven Hundred Twenty Five Dollars and no cents (\$4,545,725.00).
3. The County's total obligation to this project is to provide funding for the Project in the amount not to exceed Four Million Four Hundred Thousand Dollars and no cents (\$4,400,000.00), including County's share of in-house project delivery costs as set forth in Attachment "B."
4. Project costs may include all County Project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, right of way acquisition, project management and administration, inspection, laboratory services and construction.
5. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791, Texas Government Code.

6. Preliminary cost estimates will be generated to review budget if adequate, or scope will be modified as agreed by the City and County.

Article VIII

Miscellaneous

- I. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered, and addressed as follows:

To County: County of Dallas
 Director of Public Works
 Dallas County Administration Building
 411 Elm Street, Fourth Floor
 Dallas County, Texas 75202-3389

To City: City of Farmers Branch
 Director of Parks and Recreation
 13000 William Dodson Parkway
 Farmers Branch, Texas 75234

Either party may change its address for notice by giving the other party notice thereof.

- IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- IX. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- X. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XI. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council. This PSA is also contingent upon the executed LPAFA between City and TxDOT. If any agreement terminates, this PSA shall terminate as well.
- XIII. No Joint Enterprise/Venture. The City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and County.

(the remainder of this page intentionally left blank)

The City of Farmers Branch, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2019.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2019.

CITY OF FARMERS BRANCH

COUNTY OF DALLAS

By: _____
City Manager

Clay Lewis Jenkins, County Judge

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM*:

John Creuzot
District Attorney

By: _____
City Attorney

By: _____
Sherri Turner
Assistant District Attorney

ATTEST:

By: _____
City Secretary

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT A

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

**Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501**

SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on Westside Trail beginning at Farmers Branch Rail Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate width of 10'-12' or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan.

LEAD AGENCY:	City of Farmers Branch
LEAD AGENCY'S PROJECT MANAGER:	Mitzi Davis
CONTACT INFORMATION:	(972) 919-2586
PROJECT LIMITS:	from DART Farmers Branch Station to Campion Trail
PROJECT LENGTH:	3.3 miles

Section 1.01 PAVEMENT AND ALIGNMENT TOPICS

1) PAVEMENT SECTION

PAVING DESIGN CRITERIA

RECREATIONAL TRAILS "OFF" STREET, HARD SURFACE

ROW WIDTH:

Existing:

Proposed:

PAVEMENT WIDTH:

Existing:

NONE

Proposed:

10'-12'

No. of lanes proposed:

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PROJECT SCOPING SHEETS

Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501

PAVEMENT CROSSFALL:

PROPOSED	2%
MINIMUM	1%
MAXIMUM	2%

2)
3) **MEDIANS - N/A**

MEDIAN WIDTH	N/A
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ANY MID BLOCK OPENINGS TO CONSIDER? ☐ YES X NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? ☐ YES X NO

STANDARD TURN LANE WIDTH	N/A
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STANDARD NOSE WIDTH	N/A
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PARKWAY:

Proposed Width	N/A
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Proposed Sidewalk Width	N/A
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Parkway cross fall slope maximum	N/A
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GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? ☐ YES X NO

Any deep cuts, high fills? ☐ YES X NO

VERTICAL GRADE:

MINIMUM	1%
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MAXIMUM	5%
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ATTACHMENT A
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PROJECT SCOPING SHEETS

**Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501**

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW? ☒ YES ☐ NO

OFFSET FROM CENTER? ☐ YES ☒ NO If yes, what distance?

ON BRAND NEW ALIGNMENT? ☐ YES ☒ NO

LEFT TURN LANES: ☐ YES ☒ NO

If yes, are left turn lanes designated or continuous? ☐ DESIGNATED ☐ CONTINUOUS

MINIMUM LENGTH:

MINIMUM STORAGE:

WIDTH:

ANY DUAL LEFT TURN LANES? ☐ YES ☒ NO

ANY FREE RIGHT TURN LANES? ☐ YES ☒ NO

CRASH CUSHIONS/ATTENUATORS INVOLVED? ☐ YES ☒ NO

RAILROAD CROSSINGS INVOLVED? ☐ YES ☒ NO

(ii) NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?
☐ YES ☐ NO ☒ N/A

1) PAVEMENT STRUCTURE

DESIGN WHEEL LOAD

BUS AND HEAVY TRUCK TRAFFIC? ☐ YES ☒ NO

ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS:

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Transportation Major Capital Improvement Projects**
PROJECT SCOPING SHEETS

Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:

DESIGN SPEED N/A

POSTED SPEED N/A

2)

3) **DRIVEWAYS**

MAXIMUM RESIDENTIAL GRADE (%) N/A

MAXIMUM COMMERCIAL GRADE (%) N/A

MINIMUM COMMERCIAL DRIVEWAY WIDTH N/A

(iii) **SIDE STREET CONSIDERATIONS:**

TURNING RADIUS, MINIMUM N/A

PAVEMENT THICKNESS N/A

COMMERCIAL DRIVEWAY THICKNESS N/A

a) DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

☐ TxDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) N/A

MINIMUM COVER FOR LATERALS N/A

BRIDGES/BOX CULVERTS INVOLVED? ☐ YES ☒ NO

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION? ☒ YES ☐ NO

If yes, how many feet of freeboard are required? N/A

ATTACHMENT A
**Project Specific Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects**
PROJECT SCOPING SHEETS

**Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501**

(b)

(c) **PERMITS**

COE 404 PERMITS NEEDED	☐ YES	X NO
TNRCC 401 PERMIT	☐ YES	X NO
CDC PERMIT	☐ YES	X NO
EIS	☐ YES	X NO
ADA PERMIT	X YES	☐ NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT, DART, ETC.? X YES ☐ NO

If yes, please document below:

VALWOOD IMPROVEMENT AUTHORITY, TRINITY RIVER AUTHORITY, TXDOT, CITY OF IRVING, NORTH TEXAS TOLLWAY AUTHORITY

Section 1.02 UTILITIES

LIST OF ALL KNOWN UTILITIES:

WATER, SANITARY SEWER, ONCOR, ATMOS GAS, RAILROAD, TELECOMMUNICATIONS

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ATMOS HIGH PRESSURE GAS MAIN

ARE UTILITIES ON EXISTING STREET R.O.W.? X YES ☐ NO

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

☐ YES ☐ NO X UNDETERMINED

ATTACHMENT A

**Project Specific Agreement to Master Agreement Governing
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PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501**

If yes, please describe below:

(i) HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

☐ YES ☒ NO

ANY UNUSUAL CONSIDERATIONS? ☐ YES ☒ NO

If yes, please document below:

Section 1.03

Section 1.04

Section 1.05 R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG WITH DATA FOR RISK ASSESSMENT: ☐ YES ☒ NO

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS, TRAILER PARKS, TREE ORDINANCES? ☐ YES ☒ NO

If yes, please define below:

ANY NON-CONFORMING ISSUES? ☐ YES ☒ NO

R.O.W. MAP NEEDED? ☒ YES ☐ NO

FIELD NOTES NEEDED? ☒ YES ☐ NO

R.O.W. PLATS NEEDED? ☒ YES ☐ NO

RELOCATION ASSISTANCE INVOLVED? ☐ YES ☒ NO

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PARKING/LOSS OF PARKING CONSIDERATIONS? ☐ YES ☒ NO

HISTORICAL SITE CONSIDERATION? ☐ YES ☒ NO

Section 1.06 USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED?

NCTCOG AND FARMERS BRANCH

ORDER OF PRECEDENCE OF STANDARDS

NCTCOG AND FARMERS BRANCH

AUXILIARY LANES? ☐ YES ☒ NO

PROVISIONS FOR FUTURE WIDENING? ☐ YES ☒ NO

LANDSCAPING? ☐ YES ☒ NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? ☐ YES ☒ NO

STAMPED/COLORED CONCRETE? ☐ YES ☒ NO

IRRIGATION? ☐ YES ☒ NO

BRICK PAVERS? ☐ YES ☒ NO

If yes, please define location(s):

(i) STREET LIGHTING? ☐ YES ☒ NO

TRAFFIC SIGNALS? ☐ YES ☒ NO

PAVEMENT MARKINGS? ☒ YES ☐ NO

BIKE LANES (EXTRA WIDTH)? ☒ YES ☐ NO If yes, specify width:

NEW SIDEWALKS? ☒ YES ☐ NO

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Project Name: West Side Trail (Farmers Branch)

MCIP Project 20501

BUS TURNOUTS? ☐ YES X NO

BUS STOPS OR BUS SHELTERS? ☐ YES X NO

WATER UTILITY BETTERMENTS? ☐ YES X NO

WATER UTILITY RELOC.? ☐ YES X NO

SAN. SEWER BETTERMENTS? ☐ YES X NO

SAN. SEWER RELOC.? ☐ YES X NO

RETAINING WALLS? ☐ YES X NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

SOD, SEEDING, TOPSOIL?

X SOD X SEEDING ☐ TOPSOIL ☐ OTHER:

DRAINAGE IMPROVEMENTS? ☐ YES X NO

RR CROSSING IMPROVEMENTS? ☐ YES X NO ☐ N/A

GRADE SEPARATIONS? ☐ YES X NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? ☐ YES X NO

If yes, please specify facility(ies) below:

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? ☐ YES X NO

If yes, please list the special consideration(s) below:

ATTACHMENT A

**Project Specific Agreement to Master Agreement Governing
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PROJECT SCOPING SHEETS**

**Project Name: West Side Trail (Farmers Branch)
MCIP Project 20501**

1) PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? ☐ YES ☒ NO

NEIGHBORHOOD MEETING, REQUIRED? ☒ YES ☐ NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?
X YES ☐ NO ☐ N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?
X CITY ☒ COUNTY ☐ N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

Section 1.07 CONSTRUCTIBILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF THE PROJECT?

ATTACHMENT B

Dallas County Capital Improvement Program Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

Project Name: WESTSIDE TRAIL, MCIP 20501

Total Estimated Project Cost	Estimated Cost
Design	\$500,000
IHPD Dallas County	\$396,799
Construction	\$9,548,926
TOTAL	\$10,445,725
Total Project Funding Source	Committed Amount
Dallas County	\$4,400,000*
City of Farmers Branch	\$1,500,000
TxDOT LPAFA (City & TxDOT)	\$4,545,725**
TOTAL	\$10,445,725

*2.9M transferred from Mercer Parkway MCIP 10503 Project

**TxDOT LPAFA between City of Farmers Branch and TxDOT,- City's contribution of \$2.9M is recognized for MCIP Match in LPAFA Which is contingent upon the executed LPAFA between City and TxDOT.

