



**DALLAS COUNTY
PUBLIC WORKS**

July 11, 2016

City Secretary
13000 William Dodson Pkwy
Farmers Branch, Texas 75234

**Re: West Side Trail MCIP No. 20501
Transmittal of Funding Agreement**

Enclosed please find one (1) executed original of the Court Order 2016-0769 for the referenced project authorizing the same for your use and records. You are hereby authorized to incorporate all features contained therein in your construction.

Should you have any questions or comments, please do not hesitate to contact me at (214) 653-7232.

Sincerely,

Tushar Solanki, P. E.
Project Manager

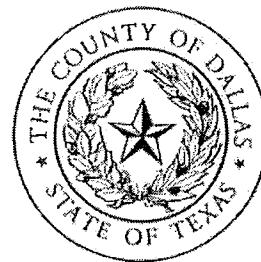
TS/ang

Enclosure

L-52

COURT ORDER 2016-0769

Original



Funding Agreement between City of Farmers Branch and Dallas County for the West Side Trail Project MCIP No. 20501 (From DART Farmers Branch Station to the Campion Trail connection in Dallas County), Road and Bridge, District 2

On a motion made by Commissioner John Wiley Price, District 3, and seconded by Commissioner Dr. Elba Garcia, District 4, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 6/21/2016
FUNDING SOURCE: As briefed

Be it resolved and ordered that the Dallas County Commissioners Court does hereby execute the Advance Funding Agreement (AFA) between the City of Farmers Branch and Dallas County in the amount of \$3,000,000.00 for the West Side Trail Project MCIP No. 20501, County Road & Bridge, District 2 (from DART Farmers Branch Station to the Campion Trail connection in Dallas County).

Done in open court June 21, 2016, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4
OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Alberta Blair
Originating Department: Public Works



RESOLUTION NO. 2016-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS AUTHORIZING APPROVAL OF A DALLAS COUNTY CAPITAL IMPROVEMENT PROJECT FUNDING AGREEMENT WITH DALLAS COUNTY RELATIVE TO THE WESTSIDE TRAIL CONNECTION FROM THE DART FARMERS BRANCH STATION TO THE WEST CITY LIMIT LINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Dallas has approved a Capital Improvement Project Funding Agreement ("FA") to provide funds for the construction of a multi-modal trail facility from the DART Farmers Branch Station to the west city limits connecting to the City's John F. Burke Nature Preserve and Campion Trail (the Project); and

WHEREAS, City Administration has reviewed the FA and recommends that the City enter into the FA and provide the required matching funds for the Project; and

WHEREAS, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to accept the recommendation of the City Administration;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

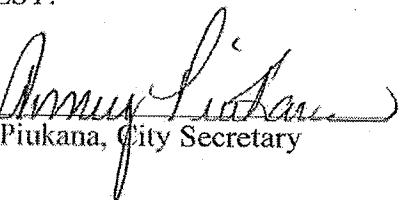
SECTION 1. The City Manager is authorized to sign on behalf of the City a Dallas County Capital Improvement Project Funding Agreement ("FA:") with the County of Dallas substantially in the form attached hereto as Exhibit "A", and incorporated herein by reference to provide funding for the Project.

SECTION 2. The City Manager is further authorized to take such actions as may be necessary to perform the City's obligations set forth in the FA including providing the City's matching funds in the amount of \$1,500,000.00 from current funds available in the City's Capital Improvement Program Budget.

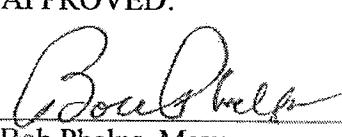
SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17th DAY OF MAY, 2016.

ATTEST:


Amy Piukana, City Secretary

APPROVED:


Bob Phelps, Mayor



City of Farmers Branch

Farmers Branch City Hall
13000 Wm Dodson Pkwy
Farmers Branch, Texas
75234

Staff Report

File Number: R2016-044

Agenda Date: 5/17/2016

Version: 1

Status: Pending Review

In Control: City Council

File Type: Resolution

Agenda Number: G.2

Consider approving Resolution No. 2016-044 authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line; and take appropriate action.

BACKGROUND:

On July 5, 2011, a Master Agreement with Dallas County was approved. The Master Agreement includes the details of the responsibilities of both Dallas County and the City for administering future projects. The Master Agreement is not project specific and does not obligate funds on the part of either Dallas County or the City. After execution of a Master Agreement, in order to initiate a project, Dallas County and the City must execute a Funding Agreement.

The Funding Agreement provides for the funding of the Westside Trail connection. The scope of the project is a 3.3 mile multi-modal trail facility beginning at the Farmers Branch DART Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate trail width of 10'- 12'. In between these two end points the trail will run through the Mercer Crossing Development. This connection has been planned at both the local and the regional level through the Veloweb (regional non-motorized trail network) and the City's Trail Master Plan.

DISCUSSION:

The total project expenditures are anticipated to be \$3,000,000 with 50% funded through the County and 50% funded in the City's Capital Improvement Program budget.

Dallas County has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager. The project will commence upon the County's selection of a Project Manager.

RECOMMENDATION:

City Administration recommends approval of Resolution No. 2016-044 entering into the Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-044, authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail

connection from the DART Farmers Branch Station to the west City limit line.

2. I move to approve Resolution No. 2016-044, authorizing approval of a Dallas County Capital Improvement Project Funding Agreement with Dallas County relative to the Westside Trail connection from the DART Farmers Branch Station to the west City limit line with modifications.

3. I move to table the issue for further study or take no action.

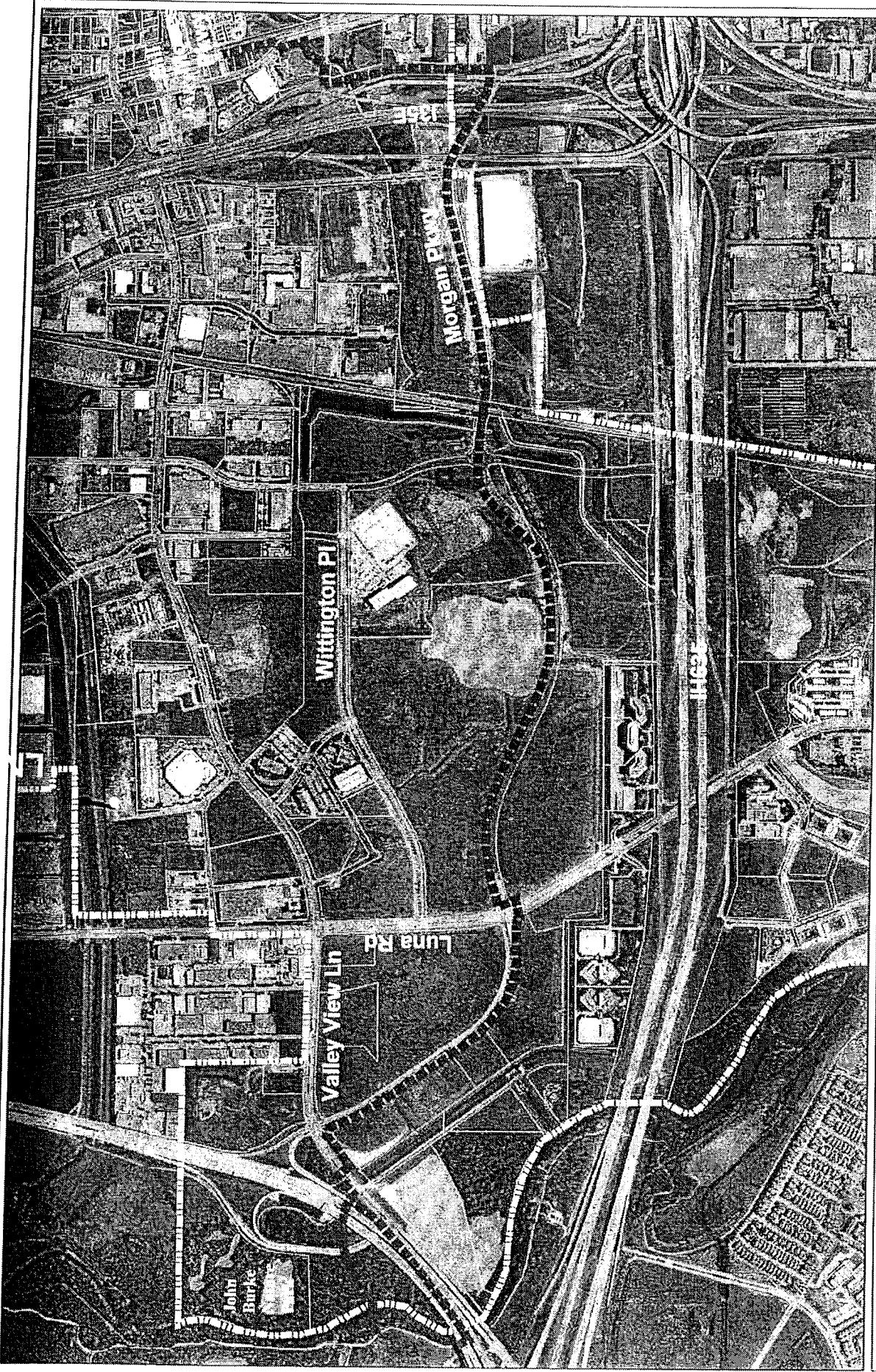
ATTACHMENTS:

1. Location Map
2. Resolution No. 2016-044
3. Exhibit "A" to Resolution No. 2016-044



LOCATION MAP

PROPOSED WEST SIDE TRAIL PROJECT



Date: 4/11/2016

Document Path: G:\10B-CAD & GIS\GIS1-City Trails & Sidewalk System\00-FB Citywide Master Plan 2015 09 17\Westside Trails 3.mxd



RESOLUTION NO. 2016-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS AUTHORIZING APPROVAL OF A DALLAS COUNTY CAPITAL IMPROVEMENT PROJECT FUNDING AGREEMENT WITH DALLAS COUNTY RELATIVE TO THE WESTSIDE TRAIL CONNECTION FROM THE DART FARMERS BRANCH STATION TO THE WEST CITY LIMIT LINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Dallas has approved a Capital Improvement Project Funding Agreement (“FA”) to provide funds for the construction of a multi-modal trail facility from the DART Farmers Branch Station to the west city limits connecting to the City’s John F. Burke Nature Preserve and Campion Trail (the Project); and

WHEREAS, City Administration has reviewed the FA and recommends that the City enter into the FA and provide the required matching funds for the Project; and

WHEREAS, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to accept the recommendation of the City Administration;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. The City Manager is authorized to sign on behalf of the City a Dallas County Capital Improvement Project Funding Agreement (“FA:”) with the County of Dallas substantially in the form attached hereto as Exhibit “A”, and incorporated herein by reference to provide funding for the Project.

SECTION 2. The City Manager is further authorized to take such actions as may be necessary to perform the City’s obligations set forth in the FA including providing the City’s matching funds in the amount of \$1,500,000.00 from current funds available in the City’s Capital Improvement Program Budget.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 17th DAY OF MAY, 2016.

ATTEST:

Amy Piukana, City Secretary

APPROVED:

Bob Phelps, Mayor

APPROVED AS TO FORM:

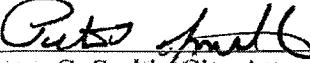

Peter G. Smith, City Attorney
(kbl:4/7/16:76330)

EXHIBIT "A" TO RESOLUTION NO. 2016-044

DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT FUNDING AGREEMENT

The City of Farmers Branch, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Funding Agreement, hereinafter called "FA", in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2011-1203 dated July 5, 2011, which approved specified projects including improvements on Westside Trail 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, MCIP Project 20501, hereinafter called "Project".

Witnesseth

WHEREAS, the Project is located within City's incorporated limits; and

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

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code Section 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

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

Article I.
Project Funding Agreement

This FA is between County and City to establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both City and County. This FA is to specifically identify the Project as well as any changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement which is hereby incorporated herein as if written word for word and any additions thereto. 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 FA, this FA shall control.

Article II
Term of Agreement

This FA shall become effective on the last date of execution hereof (the "Effective Date") and shall terminate by the following:

1. Incorporated into the Project Specific Agreement; or

2. Terminated upon the terms and conditions as set forth in the Master Agreement, Article IV Section A, Termination.

Article III
Incorporated Documents

This FA 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 5, 2011, and additions thereto as incorporated herein ("Master Agreement").
2. Project Scoping Sheets, attached and incorporated herein as Attachment "A".
3. Current Cost Estimates and Funding Sources attached and incorporated herein as Attachment "B".
4. Project location Map, as shown in Attachment "C".
5. City's executed Master Plan as attached and incorporated herein as Attachment "D".

Article IV
Project Description

This FA is entered into by the parties to provide the Preliminary Feasibility Study and/or the final approved preliminary engineering, specifications and estimates (hereinafter "PS&E") which will define the Project. The Project is defined as a 3.3 mile multi-modal trail facility beginning at the DART Farmers Branch Rail Station and ending at John F. Burke Nature Preserve/Campion Trail, with an approximate width of 10'-12' ("the Trail"). 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 Parkway, a new road to be constructed, for 2.3 miles. In addition to these improvements, the Project will also include sidewalk connections on Luna Road from Valley View Lane to Mercer Parkway, 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 City's Trail Master Plan. 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.

Article V
Fiscal Funding

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against County regarding this FA, specifically including any funding by County of the Project in the event that County is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding,

or if funds become unavailable in whole or part, County, at its sole discretion, may provide funds from a separate source or terminate this FA. 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 FA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City regarding this FA, specifically including any funding by City of the Project in the event that City is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, as its sole discretion, may provide funds from a separate source or terminate this FA. 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 covenant and agree as follows:

1. County will be the Lead Agency for the Project.
2. To execute the necessary agreements for the implementation of design and construction of Project mutually agreed upon and incorporated herein by this FA.
3. 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 County as Lead Agency, and shall be funded as part of Project costs. Such acquisitions will be in the ownership of City as City solely will be responsible for maintenance after construction is completed.
4. The Preliminary Feasibility Study and/or PS&E will be submitted to City for approval, prior to proceeding with the final design and any right of way acquisition. City shall review and comment on the PS&E within thirty (30) days after delivery to City. If County has not received comments within thirty (30) days of the PS&E to City, County will assume City has reviewed the plans, had no comments, and the Project may proceed. This FA will be amended when City approves preliminary alignment and preliminary plans are completed.

Article VII Funding

I. County and City mutually agrees to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this FA, any amendment thereto, or any other agreement between the parties regarding this Project, County's total obligation to this Project is to provide funding in the amount not to exceed One Million Five Hundred Thousand Dollars and no cents (\$1,500,000.00), reduced by all County in-house delivery costs of the total Project cost.
2. 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, administration, inspection, laboratory services and construction.
3. City agrees 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). City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County. City will pay Project costs as invoiced by County.
4. 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.
5. Preliminary cost estimates will be generated to review budget if adequate or scope will be modified as agreed by City-County.

Article VIII
Miscellaneous

- I. No Third Party Beneficiaries. The terms and provisions of this FA 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 FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This FA 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 Law. This FA 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 FA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this Agreement 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, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

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

With copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

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

- IV. Assignment. This FA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This FA 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 FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this FA 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 FA shall commence on the Effective Date. The Effective Date of this FA 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 FA 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 FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.

XI. Entire Agreement. This FA 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 FA.

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.

The City of Farmers Branch, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution, _____ dated the 17th day of May 2016.

City of Farmers Branch

By: Charles Cox
Title: City Manager

Date

Attest:

Amy Piukana
Amy Piukana, City Secretary

Approved as to Form:

Pete S. Smith
City Attorney

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number 2016-0769 and passed on the 21st day of June 2016.

County of Dallas

Clay Lewis Jenkins, County Judge

Date

Approved as to Form*:
Susan Hawk, District Attorney

Sherri Turner
By Sherri Turner
Sherri Turner
Assistant District Attorney

*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).

July 5, 2011
COURT ORDER

ORDER NO. 2011 1202

DATE: July 5, 2011

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 5th day of July, 2011, on motion made by John Wiley Price, Commissioner of District No. 3, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

WHEREAS, the matter set forth below was briefed before Commissioners Court on July 5, 2011; and

WHEREAS, Dallas County and the City of Irving desire to enter into a **MASTER AGREEMENT** governing the **MAJOR CAPITAL IMPROVEMENT PROGRAM** which authorizes improvements, and

WHEREAS, the attached agreement is consistent with the Dallas County Strategic Plan in that the project will result in street improvements which can be credited to Vision 1-Dallas County is a model interagency Partner, Vision 3-Dallas County is safe, secure and prepared, Vision 4-Dallas County proactively addresses critical regional issues, and Vision 5-Dallas County is the destination of choice for residents and businesses, and

WHEREAS, the City has agreed to fulfill the responsibilities as defined in the **MASTER AGREEMENT** and participate with the **COUNTY** on at least a fifty/fifty basis for funding of the improvements submitted to the current and future "Call For Projects", and

WHEREAS, the Director of Public Works recommends execution of the attached **MASTER AGREEMENT** governing the **MAJOR CAPITAL IMPROVEMENT PROGRAM** as described above.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the Dallas County Judge is hereby authorized and directed to execute attached **MASTER AGREEMENT** governing the **MAJOR CAPITAL IMPROVEMENT PROGRAM** with the City of Farmers Branch-District 1 and City of Richardson-District 1.

DONE IN OPEN COURT, this the 5th day of July, 2011.

ABSENT

Clay Lewis Jenkins, County Judge

Maurine Dickey, District #1

Mike Cantrell, District #2

John Wiley Price, District #3

Dr. Elba Garcia, District #4

Recommended
For Approval:

Alberta Blair, P.E.,
Director of Public Works



RESOLUTION NO. 2011-040

A RESOLUTION APPROVING A MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROJECTS WITH DALLAS COUNTY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Farmers Branch regularly participates in the design and/or construction of capital improvement projects with Dallas County; and

WHEREAS, the City and Dallas County presently are parties to that certain Master Agreement Governing Transportation Major Capital Improvement Projects effective August 2, 2005; and

WHEREAS, Dallas County has requested that the current Master Agreement be terminated and a new agreement be entered into in order to incorporate provisions reflecting newly enacted legislation; and

WHEREAS, the City Administration has reviewed the proposed agreement and recommends its approval; and

WHEREAS, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to approve the recommendation of the City Administration with respect to the above-described Master Agreement;

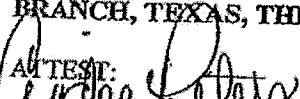
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

SECTION 1. The City Manager is authorized to execute a Master Agreement Governing Major Capital Improvement Programs with Dallas County, said agreement to be substantially in the form set forth in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 2. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 21st DAY OF JUNE, 2011.

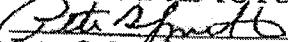
ATTEST:


Cinnee Peters, City Secretary

APPROVED:


William P. Glancy, Mayor

APPROVED AS TO FORM:


Peter G. Smith, City Attorney

ATTACHMENT A
Project Supplemental 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 and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

LEAD AGENCY: Dallas County Public Works
LEAD AGENCY'S PROJECT MANAGER: Micah Baker
CONTACT INFORMATION: (xxx) xxx-xxxx
PROJECT LIMITS: xxxxxxxxxxxxxxxx
PROJECT LENGTH: xxxxxxxxxx

PAVEMENT AND ALIGNMENT TOPICS

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:

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

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

PAVEMENT CROSSFALL:

PROPOSED	2%
MINIMUM	1%
MAXIMUM	2%

MEDIANS - N/A

MEDIAN WIDTH N/A

ANY MID BLOCK OPENINGS TO CONSIDER? YES NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES NO

STANDARD TURN LANE WIDTH N/A

STANDARD NOSE WIDTH N/A

PARKWAY:

Proposed Width N/A

Proposed Sidewalk Width N/A

Parkway cross fall slope maximum N/A

GRADE REQUIREMENTS:

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

Any deep cuts, high fills? YES NO

VERTICAL GRADE:

ATTACHMENT A
Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

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

MINIMUM 1%

MAXIMUM 5%

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

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?
 YES NO N/A

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD

BUS AND HEAVY TRUCK TRAFFIC? YES NO

ATTACHMENT A
Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

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

ROADWAY CLASSIFICATION	RECREATIONAL TRAIL
MINIMUM PAVEMENT STRUCTURE THICKNESS:	6"
MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:	6"
DESIGN SPEED	N/A
POSTED SPEED	N/A

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%)	N/A
MAXIMUM COMMERCIAL GRADE (%)	N/A
MINIMUM COMMERCIAL DRIVEWAY WIDTH	N/A

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM	N/A
PAVEMENT THICKNESS	N/A
COMMERCIAL DRIVEWAY THICKNESS	N/A

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT X CITY HYDRO-35 TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) N/A

MINIMUM COVER FOR LATERALS N/A

BRIDGES/BOX CULVERTS INVOLVED? YES X NO

ATTACHMENT A
Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

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

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?

PERMITS

COE 404 PERMITS NEEDED	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
TNRCC 401 PERMIT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CDC PERMIT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
EIS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
ADA PERMIT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

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

If yes, please document below:

UTILITIES

LIST OF ALL KNOWN UTILITIES:

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

ATTACHMENT A
Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

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

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

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

YES NO UNDETERMINED

If yes, please describe below:

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

YES NO

ANY UNUSUAL CONSIDERATIONS? YES NO

If yes, please document below:

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

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FIELD NOTES NEEDED?	X YES	<input type="checkbox"/> NO
R.O.W. PLATS NEEDED?	X YES	<input type="checkbox"/> NO
RELOCATION ASSISTANCE INVOLVED?	<input type="checkbox"/> YES	X NO
PARKING/LOSS OF PARKING CONSIDERATIONS?	<input type="checkbox"/> YES	X NO
HISTORICAL SITE CONSIDERATION?	<input type="checkbox"/> YES	X NO

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED?	<input type="checkbox"/> NCTCOG AND FARMERS BRANCH	
ORDER OF PRECEDENCE OF STANDARDS	<input type="checkbox"/> NCTCOG AND FARMERS BRANCH	
AUXILIARY LANES?	<input type="checkbox"/> YES	X NO
PROVISIONS FOR FUTURE WIDENING?	<input type="checkbox"/> YES	X NO
LANDSCAPING?	<input type="checkbox"/> YES	X NO
EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?	<input type="checkbox"/> YES	X NO
STAMPED/COLORED CONCRETE?	<input type="checkbox"/> YES	X NO
IRRIGATION?	<input type="checkbox"/> YES	X NO
BRICK PAVERS?	<input type="checkbox"/> YES	X NO
If yes, please define location(s): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
STREET LIGHTING?	<input type="checkbox"/> YES	X NO
TRAFFIC SIGNALS?	<input type="checkbox"/> YES	X NO

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PAVEMENT MARKINGS? YES NO

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

NEW SIDEWALKS? YES NO

BUS TURNOUTS? YES NO

BUS STOPS OR BUS SHELTERS? YES NO

WATER UTILITY BETTERMENTS? YES NO

WATER UTILITY RELOC.? YES NO

SAN. SEWER BETTERMENTS? YES NO

SAN. SEWER RELOC.? YES NO

RETAINING WALLS? YES NO

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

SOD, SEEDING, TOPSOIL?

SOD SEEDING TOPSOIL OTHER:

DRAINAGE IMPROVEMENTS? YES NO

RR CROSSING IMPROVEMENTS? YES NO N/A

GRADE SEPARATIONS? YES NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES NO

If yes, please specify facility(ies) below:

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SPECIAL SCHOOL OR EMERGENCY VEHICLE
CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? YES NO
If yes, please list the special consideration(s) below:

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES NO

NEIGHBORHOOD MEETING, REQUIRED? YES NO

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

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

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

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?

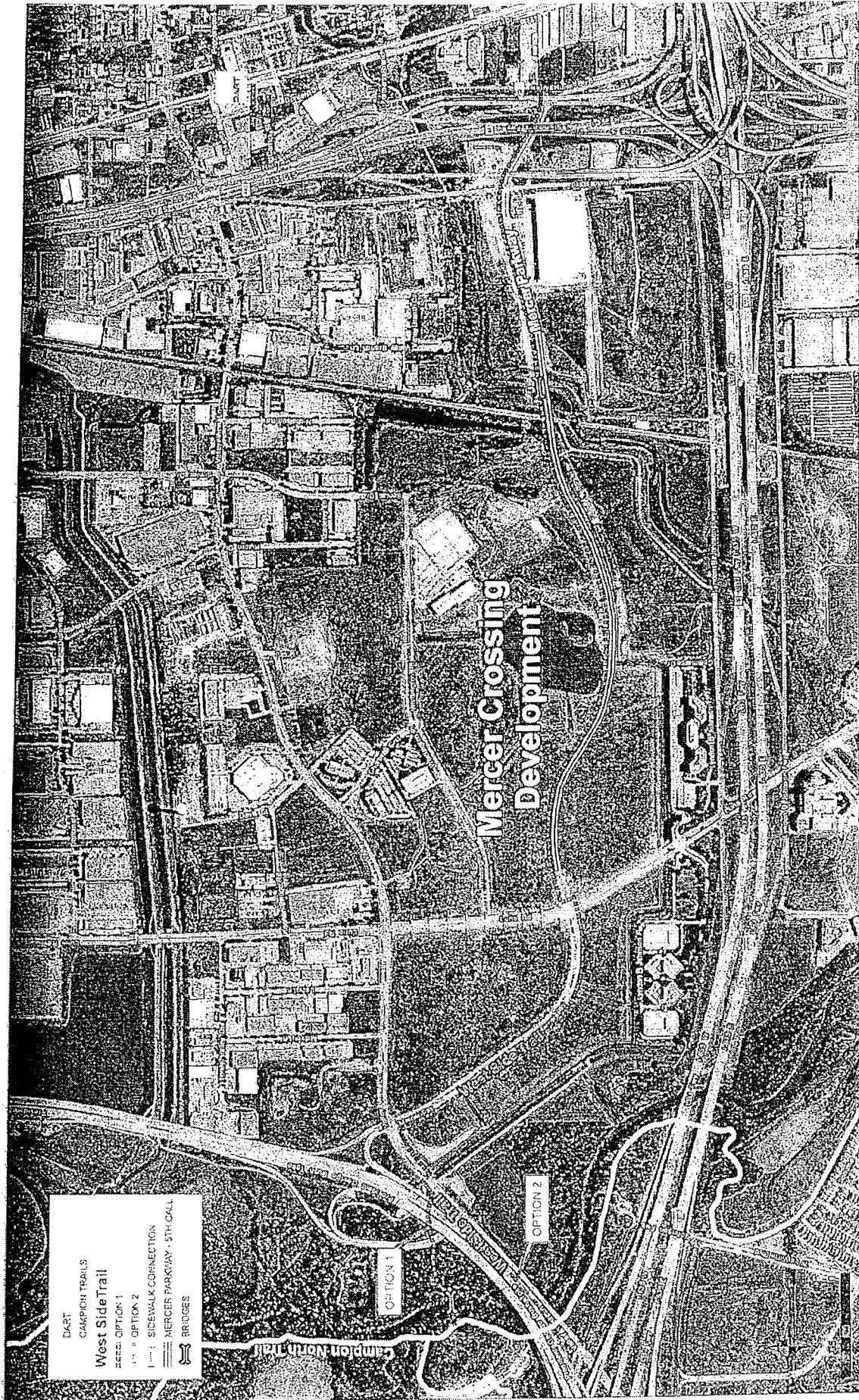
ATTACHMENT B

WESTSIDE TRAIL 20501
(FROM CAMPION TRAIL TO FARMERS BRANCH DART STATION)

CURRENT ESTIMATES AND FUNDING SOURCES

ESTIMATED EXPENDITURES	DALLAS COUNTY PARTICIPATION	CITY PARTICIPATION
\$3,000,000	\$1,500,000 - \$396,799 IHPD* \$1,103,201	\$1,500,000

***COUNTY IN-HOUSE PROJECT DELIVERY COSTS**



ATTACHMENT C PROJECT LOCATION MAP

ATTACHMENT "D" CITY'S EXECUTED MASTER PLAN



RESOLUTION NO. 2015-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ADOPTING A CITYWIDE TRAIL MASTER PLAN FOR THE CITY OF FARMERS BRANCH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that a coordinated, planned bicycle and pedestrian trail system within the City with a primary objective of providing a bicycle and pedestrian-oriented network offering safe, easy access and connectivity will benefit the City's residents, add to the quality of life in the City; and

WHEREAS, pursuant to its agreement with the City authorized by the City Council in October 2014, and following receipt of comments solicited from a variety of sources with an interest in the design and implementation of a citywide trail system, Dunaway Associates, L.P., has prepared and presented for review and consideration a Citywide Trail Master Plan ("the Plan"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Parks and Recreation Board has reviewed the Plan and recommends its adoption as presented; and

WHEREAS, the City Council finds it to be in the public interest to adopt the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The Citywide Trail Master Plan prepared by Dunaway Associates, L.P. dated September 1, 2015, is hereby approved and adopted.

SECTION 2. This resolution shall be effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 1ST DAY OF SEPTEMBER, 2015.

ATTEST:



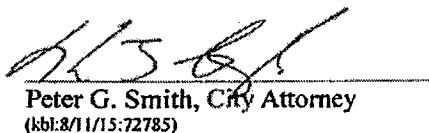
Angela Kelly, City Secretary

APPROVED:



Bob Phelps, Mayor

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(kbl:8/11/15:72785)