

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 _____ day of _____ 2016.

City of Farmers Branch

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

County of Dallas

By: Charles Cox
Title: City Manager

Clay Lewis Jenkins, County Judge

Date

Date

Attest:

Approved as to Form*:
Susan Hawk, District Attorney

Amy Piukana, City Secretary

Approved as to Form:

City Attorney

By: _____
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).

Public Works
COURT ORDER

ORDER NO. 2011 1203

DATE: July 5, 2011

STATE OF TEXAS

COUNTY OF DALLAS

¶

*2 sets of 4
Originals*

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.

[Signature]
Clay Lewis Jenkins, County Judge

ABSENT

[Signature]
Maurine Dickey, District #1

[Signature]
Mike Cantrell, District #2

[Signature]
John Wiley Price, District #3

[Signature]
Dr. Elba Garcia, District #4

Recommended
For Approval:

[Signature]
Alberta Blair, P.E.,
Director of Public Works



**FARMERS
BRANCH**

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;

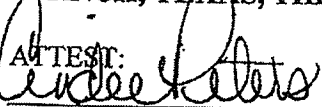
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

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.

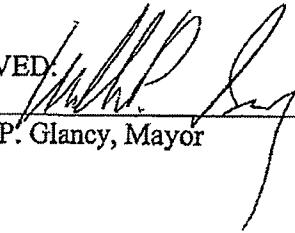
SECTION 2. This resolution shall be effective immediately upon passage.

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

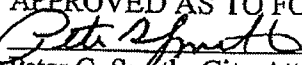
ATTEST:


Cindee 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:	XXXXXXXXXXXXXXXXXX
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	<input type="text" value="2%"/>
MINIMUM	<input type="text" value="1%"/>
MAXIMUM	<input type="text" value="2%"/>

MEDIANS - N/A

MEDIAN WIDTH

ANY MID BLOCK OPENINGS TO CONSIDER? ☐ YES ☒ NO

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

STANDARD TURN LANE WIDTH

STANDARD NOSE WIDTH

PARKWAY:

Proposed Width

Proposed Sidewalk Width

Parkway cross fall slope maximum

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

MAXIMUM

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

☒ 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

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? X YES ☐ NO

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

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

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

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

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**

FIELD NOTES NEEDED? ☒ YES ☐ NO

R.O.W. PLATS NEEDED? ☒ YES ☐ NO

RELOCATION ASSISTANCE INVOLVED? ☐ YES ☒ NO

PARKING/LOSS OF PARKING CONSIDERATIONS? ☐ YES ☒ NO

HISTORICAL SITE CONSIDERATION? ☐ YES ☒ NO

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):

STREET LIGHTING? ☐ YES ☒ NO

TRAFFIC SIGNALS? ☐ 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**

PAVEMENT MARKINGS? X YES ☐ NO

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

NEW SIDEWALKS? X YES ☐ NO

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:

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

**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

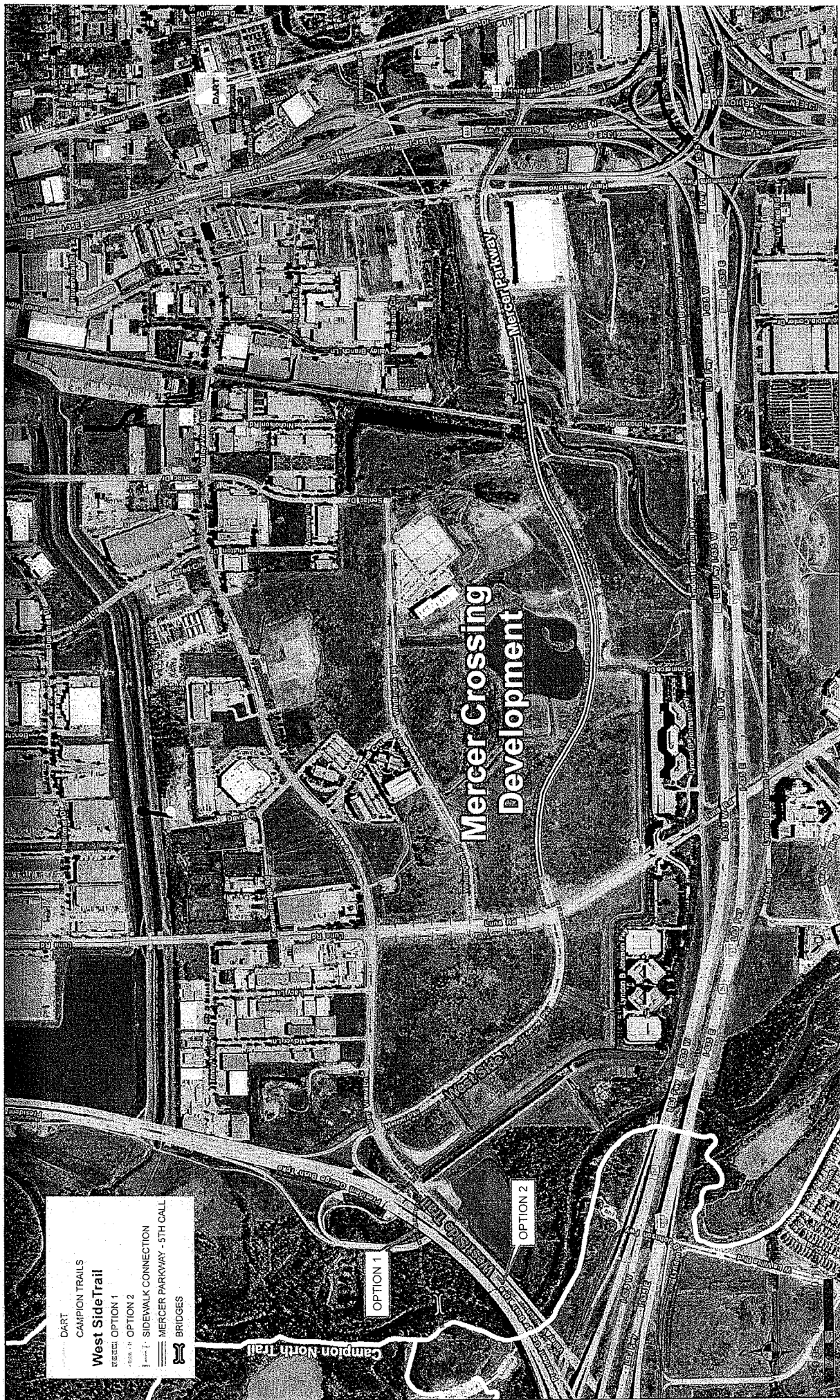
WESTSIDE TRAIL 20501

(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



FARMERS
BRANCH

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.

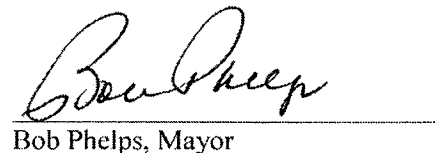
SECTION 2. This resolution shall be effective immediately upon its approval.

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

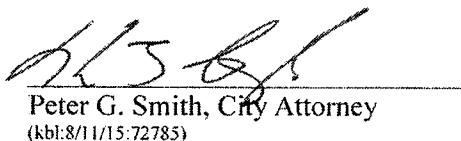
ATTEST:


Angela Kelly, City Secretary

APPROVED:


Bob Phelps, Mayor

APPROVED AS TO FORM:


Peter G. Smith, City Attorney
(kbl:8/11/15:72783)