

RESOLUTION NO. 01-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS WITH DALLAS COUNTY FOR FAITHON P. LUCAS, SR. BOULEVARD FROM CARTWRIGHT ROAD TO MCKENZIE ROAD AND MAKING CITY FUNDING COMMITMENTS TO DALLAS COUNTY IN THE AMOUNT OF \$5,650,000.00.

WHEREAS, Faithon P. Lucas, Sr. Boulevard from Cartwright Road to McKenzie Road is being reconstructed from its present two-lane asphalt roadway to a four-lane divided concrete street with six-foot-wide bike lanes with an improved drainage system and a new bridge over South Mesquite Creek; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Mesquite and Dallas County entered into a Master Interlocal Agreement on March 19, 2001, for City participation in future Dallas County major capital improvement projects in the amount of 50 percent of the total project cost; and

WHEREAS, on July 21, 2003, the City Council directed staff to submit Faithon P. Lucas, Sr. Boulevard from Cartwright Road to McKenzie Road as the City's candidate project for the Dallas County 2003 Call for Projects; and

WHEREAS, on September 4, 2007, the City Council approved a revised roadway cross section that changed the design from a six-lane divided roadway to a four-lane divided roadway with a six-foot-wide bike lane in each direction; and

WHEREAS, Dallas County has prepared the project funding breakdown that estimates City reimbursements to Dallas County for the project in the amount of \$5,650,000.00; and

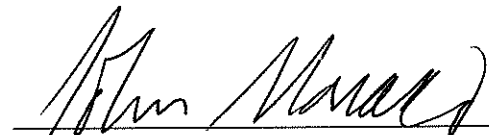
WHEREAS, Dallas County has requested a resolution acknowledging and approving the revised funding amounts and committing the City of Mesquite to participation in the project funding.

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


SECTION 1. That the City Manager is hereby authorized to approve a Supplemental Agreement to the Master Agreement Governing Transportation Major Capital Improvement Projects, attached hereto as Exhibit "A," between the City of Mesquite and Dallas County for the reconstruction of Faithon P. Lucas, Sr. Boulevard from Cartwright Road to McKenzie Road from its present two-lane asphalt roadway to a four-lane divided concrete street

with six-foot-wide bike lanes with an improved drainage system and a new bridge over South mesquite Creek in an amount not to exceed \$5,650,000.00.

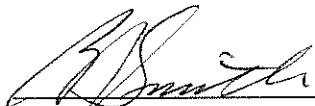
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 5th day of January, 2009.

  
\_\_\_\_\_  
John Monaco  
Mayor

ATTEST:

  
\_\_\_\_\_  
Judy Womack  
City Secretary

APPROVED:

  
\_\_\_\_\_  
B. J. Smith  
City Attorney

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

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

The City of Mesquite, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", desire to enter into a PROJECT SUPPLEMENTAL AGREEMENT, hereinafter called "PSA", in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2001-1075 dated June 25, 2001 which approved specified projects including F. P. LUCAS BOULEVARD MCIP Project 21904 from MCKENZIE DRIVE to CARTWRIGHT ROAD, hereinafter called "PROJECT".

**WHEREAS**, the 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 ARTICLE 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 PSA** is made by and entered into by the CITY, and the COUNTY, upon and for Ten Dollars (\$10.00) the receipt and sufficiency of which is confessed and acknowledged for the mutual consideration stated herein.

**W I T N E S S E T H**

**ARTICLE I  
PROJECT SUPPLEMENTAL AGREEMENT**

This PSA is to specifically identify the PROJECT, changes in the rights and responsibilities of each of the parties as set forth in the MASTER AGREEMENT and additions thereto as incorporated herein. This PSA will be an addition 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.

**ARTICLE II  
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 2001- 1075 dated June 25, 2001, and additions thereto as incorporated herein.
2. Project Scoping Sheets, as shown in ATTACHMENT "A".
3. The Pre-Design Charrette MEMORANDUM OF AGREEMENT between City and County, as shown in ATTACHMENT "B"; The MEMORANDUM OF AGREEMENT between the City and County was produced by the collective effort of all parties at the Pre-Design Charrette held for this project on the 30<sup>th</sup> day of June, 2008. Together with ATTACHMENT "A", it defines the scope of the project, with an agreed upon preliminary alignment and the specific right-of-way to be acquired.
4. CURRENT COST ESTIMATES AND FUNDING SOURCES, as shown in ATTACHMENT "C".
5. PROPOSED PROJECT SCHEDULE, as shown in ATTACHMENT "D".
6. Pre-Design Charrette Sign-In Sheet, ATTACHMENT "E".

### **ARTICLE III** **TERM OF AGREEMENT**

This PSA becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date") 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. Section 1, Termination.

### **ARTICLE IV** **PROJECT DESCRIPTION**

This PSA is entered into by the parties for public transportation improvements to F. P. LUCAS BOULEVARD Project 21904 from McKENZIE DRIVE to CARTWRIGHT ROAD, as more specifically described in ATTACHMENT "A", Project Scoping Sheets. This project will facilitate the movement of public transportation to benefit both the CITY and COUNTY. The CITY has and hereby does 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 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 of 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 of 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**  
**COUNTY AND CITY DO COVENANT AND AGREE AS FOLLOWS**

1. COUNTY will be the LEAD AGENCY for the PROJECT.
2. CITY and COUNTY mutually agree that the PROJECT limits are F. P. LUCAS BOULEVARD from MCKENZIE DRIVE to CARTWRIGHT ROAD.
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.
4. Results from the Pre-Design Charrette are included in the MEMORANDUM OF AGREEMENT as attached hereto as ATTACHMENT "B".
5. The PROJECT will require the acquisition of road right-of-way within specific right-of-way alignment which is specifically all real property needed or convenient for roadway purposes as shown in the PROJECT design or right-of-way plans and specifically includes 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 COUNTY as LEAD AGENCY, and shall be funded as part of PROJECT costs.

**ARTICLE VII**  
**CITY COVENANTS AND AGREES AS FOLLOWS**

1. To execute the necessary agreements for the implementation of design and construction of the PROJECT mutually agreed upon and incorporated herein by this PSA.
2. This PSA is CITY approval of the preferred alignment, proposed estimated budget and funding as shown in the CURRENT COST ESTIMATES AND FUNDING SOURCES, ATTACHMENT "C", and commitment to meet PROJECT funding for each milestone as specified in the attached MEMORANDUM OF AGREEMENT.

3. If the CITY requests COUNTY to add relocation or adjustment of CITY UTILITIES or UTILITY BETTERMENTS, as defined in the MASTER AGREEMENT, CITY covenants and agrees that it will pay 100% of the costs of these additions.
4. The CITY agrees that COUNTY 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 "C". **No optional PAVING and DRAINAGE AMENITIES, relocation or adjustment of CITY UTILITIES or UTILITY BETTERMENT construction contract or bid will be accepted without full payment of the bid amount by CITY.** In the event the PAVING and DRAINAGE AMENITIES or UTILITY BETTERMENTS bid is rejected, it will not be included in the construction contract.

**ARTICLE VIII.**  
**COUNTY COVENANTS AGREES AS FOLLOWS**

County shall be the LEAD AGENCY for this PROJECT. COUNTY will provide project management of the Project from commencement of planning to completion of construction.

**ARTICLE IX.**  
**FUNDING**

1. COUNTY and CITY mutually agree to proportionately fund the DIRECT PROJECT and PROGRAM cost as follows.
2. The CITY will be responsible for the current estimated project costs for paving and drainage improvements as indicated in ATTACHMENT "C", which is currently estimated not to exceed **Five Million, Six Hundred Fifty Thousand Dollars and 00/100 dollars (\$5,650,000.00)**. If the total PROJECT costs excluding paving and drainage amenities or utility betterments should exceed this amount, the CITY and COUNTY agree to amend the project's scope to remain within the current estimated Not To Exceed amount or to be responsible for their respective estimated share (50% CITY and 50% COUNTY) of all County Commissioners Court approved additional PROJECT costs.
3. 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. The CITY will pay PROJECT costs as invoiced by the COUNTY in accordance with the Texas Prompt Payment Act.
4. COUNTY agrees to provide funding for the PROJECT in the Not To Exceed Amount of **Five Million, Six Hundred Fifty Thousand Dollars and 00/100 dollars (\$5,650,000.00)**. 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, inspection, laboratory services and construction.
5. CITY covenants and agrees that it has directed COUNTY to include PAVING and DRAINAGE AMENITIES, UTILITY BETTERMENTS as defined in the MASTER AGREEMENT, and relocation or adjustment of CITY UTILITIES in the PROJECT. CITY and COUNTY agree

that CITY, in addition to the above listed PROJECT cost, shall pay 100% of each item and all additional County DIRECT PROJECT and PROGRAM COST for the inclusion of such items in the PROJECT.

**ARTICLE X**  
**MISCELLANEOUS**

- A. **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.
- B. **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 Law. 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.
- C. **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  
   Mr. Donald Holzwarth, P.E.  
   Director of Public Works  
   Dallas County Administration Building  
   411 Elm Street, Fourth Floor  
   Dallas County, Texas 75202-3389

To City:                              City of Mesquite  
   Mr. Tim Tumulty, P.E.  
   Director of Public Works  
   P. O. Box 850137  
   Mesquite, Texas 75185-0137

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

- D. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- E. **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.
- F. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CITY OF MESQUITE**

**COUNTY OF DALLAS**

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
JIM FOSTER, COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM\*:



\_\_\_\_\_  
CITY SECRETARY \ ATTORNEY

\_\_\_\_\_  
BOB SCHELL  
CHIEF CIVIL SECTION  
\*DISTRICT ATTORNEY'S OFFICE

\*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 NAME: F. P. Lucas, Snr. Boulevard MCIP PROJECT 21904 PROJECT SCOPING SHEETS**

#### **PAVEMENT AND ALIGNMENT TOPICS**

##### **SPECIFIC ROW ALIGNMENT DESCRIPTION:**

City Council approves of the Financing, Construction or Improvement on F. B. Lucas Boulevard beginning at McKenzie Drive and ending at Cartwright Road with an approximate ROW width of 120-feet 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**

**LEAD AGENCY'S PROJECT MANAGER: John L. Mears, P.E.**  
**CONTACT INFORMATION: 411 Elm St., 4<sup>th</sup> floor, Dallas, Texas**  
**75202, Tel.: 214-653-6407, Fax: 214-653-6445**

**PROJECT LENGTH: 8,300 feet or 1.572 miles**

##### **PAVEMENT SECTION**

PAVING DESIGN CRITERIA: AASHTO & City

ROW WIDTH:

Existing: Varies  
Proposed: 120 feet but varies to 200' at bridges

PAVEMENT WIDTH:

Existing: Varies – mostly 2-lane asphalt

# ATTACHMENT A

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

**PROJECT NAME: F. P. Lucas, Snr. Boulevard**

**MCIP PROJECT 21904**

### PROJECT SCOPING SHEETS

Proposed: **Project submitted as 6-vehicle lanes. However City Council approved section change September 4, 2007 to 4-vehicle lanes with two additional integral 6' bike lanes (see attached M&C with new cross section)**

No. of lanes proposed: **See above - total of 4 vehicle lanes with and additional two 6' wide integral bike lanes (see attached section).**

#### **PARKWAY:**

Proposed Width: **18.5 feet**

Proposed Sidewalk Width: **6 feet – in floodplain, city owned and developed areas.**

Parkway cross fall slope maximum: **¼" per foot to outside of sidewalk – then 4H:1V maximum**

#### **GRADE REQUIREMENTS:**

Is TC 6" below adjacent ground criteria to be followed: **Generally yes except in floodplain. Depends on how adjacent land drains. If adjacent land drains to ROW then generally the TC must match or be slightly lower than the existing grade.**

Any deep cuts, high fills: **High fills in floodplain areas.**

#### **PAVEMENT CROSS FALL:**

**PROPOSED: ¼" per foot**

**MINIMUM: ¼" per foot**

**MAXIMUM: ¾" per foot**

#### **VERTICAL GRADE:**

**MINIMUM: Prefer 1% will go somewhat lower (0.8%) in difficult areas.**

**MAXIMUM: 6%**

#### **CENTERLINE ALIGNMENT POSITION:**

## ATTACHMENT A

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

**PROJECT NAME: F. P. Lucas, Snr. Boulevard  
MCIP PROJECT 21904**

#### **PROJECT SCOPING SHEETS**

IN CENTER OF EXISTING ROW: **Generally No – offset to north – see attachment  
with section**

OFFSET FROM CENTER: **Yes**

ON BRAND NEW ALIGNMENT: **No**

LEFT TURN LANES: **Yes – At High School, Lucas Farms Entrance and  
McKenzie Road (both legs)**

MINIMUM LENGTH: **150' Storage and 150' Transition**

MINIMUM STORAGE: **Typically 150'**

WIDTH: **Typical 10.5'**

ANY DUAL LEFT TURN LANES? **No**

ANY FREE RIGHT TURN LANES: **No**

CRASH CUSHIONS / ATTENUATORS INVOLVED: **No**

RAILROAD CROSSINGS INVOLVED: **No**

NEIGHBORHOOD MEETING, REQUIRED: **No – Few homes on alignment**

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? **NA**

BRIDGES/BOX CULVERTS INVOLVED? **YES – Major floodplain and bridges**

#### **PAVEMENT STRUCTURE**

DESIGN WHEEL LOAD **HS-20**

BUS AND HEAVY TRUCK TRAFFIC: **Yes**

ROADWAY CLASSIFICATION: **Arterial A6-120 per adopted City Thoroughfare Plan**

# ATTACHMENT A

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

**PROJECT NAME: F. P. Lucas, Snr. Boulevard  
MCIP PROJECT 21904**

### PROJECT SCOPING SHEETS

**MINIMUM PAVEMENT STRUCTURE THICKNESS: Minimum 10" Concrete – Six Sack  
– 4,000 psi with No. 4 reinforcing at 18" centers each way**

**MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 8" Lime Subgrade at 44  
lbs/SY Lime application rate**

**DESIGN SPEED: 45 mph**

**POSTED SPEE: 40 mph**

### MEDIANS

**MEDIAN WIDTH: 45-feet with eventual 21-foot width after paving of two inside lanes**

**ANY MID BLOCK OPENINGS TO CONSIDER: Yes**

**ANY SIDE STREETS TOO CLOSE FOR OPENING: No – At Present Few Street  
Connections**

**STANDARD TURN LANE WIDTH: 10.5 feet**

**STANDARD NOSE WIDTH: 21-feet minus the 10.5 feet**

## ATTACHMENT A

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

#### **PROJECT NAME: F. P. Lucas, Snr. Boulevard MCIP PROJECT 21904 PROJECT SCOPING SHEETS**

##### **DRIVEWAYS:**

MAXIMUM RESIDENTIAL GRADE: 10%  
MAXIMUM COMMERCIAL GRADE: 7%  
MINIMUM COMMERCIAL DRIVEWAY WIDTH: Depends – See City Code

##### **SIDE STREET CONSIDERATIONS:**

TURNING RADIUS, MINIMUM: 35' McKenzie

PAVEMENT THICKNESS: 8" Concrete - McKenzie

COMMERCIAL DRIVEWAY THICKNESS: 6"

COMMERCIAL DRIVE WAY STRENGTH: Same as street

#### **DRAINAGE TOPICS**

STORM SEWER DESIGN CRITERIA: Use City Criteria

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS): Depends on  
pavement section – generally 5' for arterial street

MINIMUM COVER LATERALS: Depends on pavement section – generally 1' below  
bottom of lime subgrade

BRIDGES/BOX CULVERTS INVOLVED: Yes – Major Bridge Involved – Sister Bridge of  
new TXDOT Bridge

100 YEAR FLOOD PLAIN CONSIDERATION: Desire 2.0 feet however use same  
freeboard to 100-Year Ultimate W.S. Elevation as new TXDOT bridge

#### **NEEDED PERMITS - WHO'S RESPONSIBILITY**

COE 404 PERMITS: YES - County's Responsibility

## ATTACHMENT A

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

#### **PROJECT NAME: F. P. Lucas, Snr. Boulevard MCIP PROJECT 21904 PROJECT SCOPING SHEETS**

TCEQ 401 PERMIT: **Unsure – City has no experience with a TCEQ 401 permit.**

CDC PERMIT: **Unsure – City has no experience with a CDC permit.**

EIS: **NO**

ADA PERMIT: **Yes if pedestrian elements exceed \$50,000 – County Responsibility**

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS

TXDOT: **NO**

DFW AIRPORT, **NO**

DART, ETC.? **NO**

FEMA: **YES - County/City's Responsibility (put CLOMR & LOMR in contract scope)**

### UTILITIES

LIST OF ALL KNOWN UTILITIES: **Previously sent record drawings.**

DOCUMENT KNOWN RISKS FOR OUR UTILITY PARTNERS: **ONCOR power lines to be installed underground. Will forward DC copy of Lucas/Oncor agreement/easement.**

ARE UTILITIES ON EXISTING STREET R.O.W: **Yes**

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS? **TXU owns easement north of road**

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering): **NO**

ANY SPECIAL CONSIDERATIONS: **Minimal City Utility Line Relocations anticipated**

### **R-O-W ACQUISITION**

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT: **City will acquire ROW**

## ATTACHMENT A

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

#### **PROJECT NAME: F. P. Lucas, Snr. Boulevard MCIP PROJECT 21904 PROJECT SCOPING SHEETS**

ANY NON-ROUTINE, i.e., CEMETERY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS,  
CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES: **No – none anticipated.**

ANY NON-CONFORMING ISSUE: **No – none anticipated.**

R-O-W MAP NEEDED: **Yes**

FIELD NOTES NEEDED: **Yes – on 11” x 8-1/2”**

R-O-W PLATS NEEDED **Yes – on 11” x 8-1/2”**

RELOCATION ASSISTANCE INVOLVED: **NO**

PARKING/LOSS OF PARKING CONSIDERATIONS: **NO**

HISTORICAL SITE CONSIDERATION: **Yes – Lucas Farms – See Book – “A Stake in the Prairie”**

#### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARD TO BE USED: **Depends – Generally use City Standards, TxDOT  
Standards for Bridge Work, NCTCOG for miscellaneous work.**

ORDER OF PRECEDENCE OF STANDARDS: **See above**

AUXILLIARY LANES: **No**

PROVISIONS FOR FUTURE WIDENING: **No**

LANDSCAPING: **Yes – In median – City may want to construct  
minor gateway entry feature at city limits at McKenzie Road intersection.**

IRRIGATION: **Yes – In median, parkway possible.**

STAMPED/COLORED CONCRETE: **Yes**

BRICK PAVERS: **Yes - alternate**

# ATTACHMENT A

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

**PROJECT NAME: F. P. Lucas, Snr. Boulevard  
MCIP PROJECT 21904**

### **PROJECT SCOPING SHEETS**

**STREET LIGHTING:** Yes – Box Lighting in Median project will install foundations and conduit (Oncor will install actual standards and luminaries).

**Bridge Mounted Lighting** – is on separate system that will be metered and installed with project (Oncor will not install nor maintain bridge mounted street lighting).

**TRAFFIC SIGNALS:** None

**PAVEMENT MARKINGS:** Yes – per City standard details and TMUTCD

**BIKE LANES (EXTRA WIDTH)?** Yes – 6' bike lane on each side of median integral with main lane paving.

**NEW SIDEWALKS:** 6 feet wide – in floodplain, city owned and developed areas

**DART BUS TURNOUTS:** No – City of Mesquite is not a member of DART

**BUS STOPS OR BUS SHELTERS:** No – City of Mesquite is not a member of DART

**WATER UTILITY BETTERMENTS:** May need to relocate water main from under proposed paving.

**WATER UTILITY RELOC?** May need to relocate water main from under proposed paving.

**SAN. SEWER BETTERMENTS?** No

**SANITARY. SEWER RELOC:** Possible

**RETAINING WALLS:** Unlikely – Anticipate use of slope easements

**SOD, SEEDING, TOPSOIL:** Use topsoil and sod along developed property – Use TXDOT seed mix along undeveloped property and in floodplain areas

**RR CROSSING IMPROVEMENTS:** NO



## ATTACHMENT A

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

#### **PROJECT NAME: F. P. Lucas, Snr. Boulevard MCIP PROJECT 21904 PROJECT SCOPING SHEETS**

#### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT  
REQUIRING SPECIAL CONSIDERATION:

1. Horn High School within project limits – Will need to coordinate plans and construction with MISD, however impact to high school operation is anticipated to be minimal.
2. Major City Softball complex within project limits.
3. Project Roadway needed for emergency response vehicles (fire and police). Roadway closures will need to be coordinated with these agencies.
4. Roadway a major connecting link into City of Balch Springs – County will need to coordinate with Balch Springs.
5. MISD Fiber line in a portion of the ROW. Jerry Dittman reports that this line will be relocated at MISD expense prior to project.

#### **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 PROJECT.

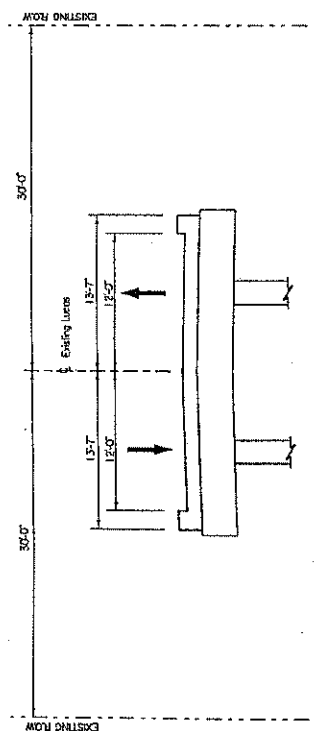
**Project funded in two phases:**

**Phase 1 – full width design and construction funding for westbound**

**Phase 2 – construction funding for eastbound.**

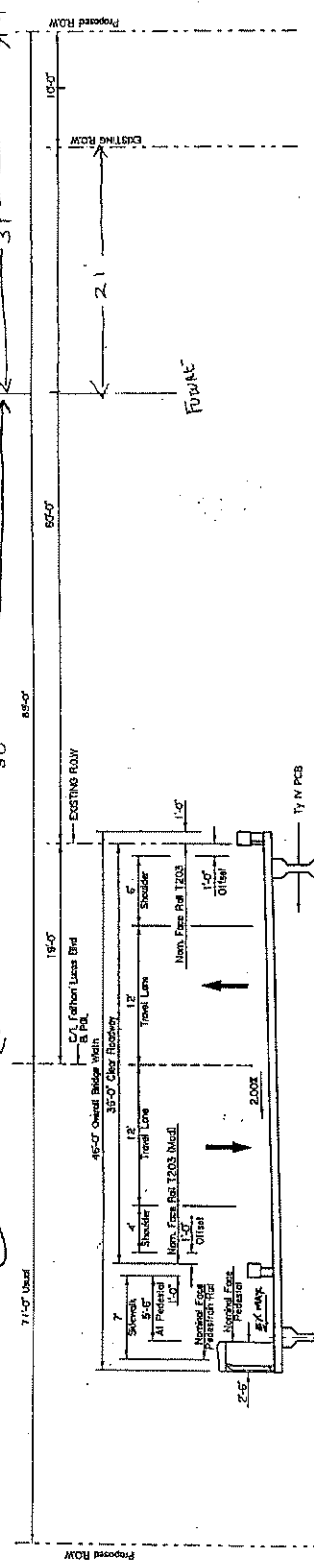


71  
56  
71  
200



EXISTING TYPICAL BRIDGE SECTION  
Scale 1" = 10'

31' H.O.T. Slope segment  
21' FUTURE  
10'-0" Proposed ROW



PROPOSED TYPICAL BRIDGE SECTION  
Scale 1" = 10'

INTERSECTION CONSTRUCTION



The seal is valid only on work for which the Engineer is licensed. This seal cannot be used for any other purpose without the consent of the State Board of Professional Engineers. WILLIAM H. KELLER License No. 53819 State of Texas

Sheet 4 of 33 Sheets  
Texas Department of Transportation  
© 2005

FAITHON LUCAS BLVD  
OVER SOUTH MESQUITE CREEK  
TYPICAL SECTION

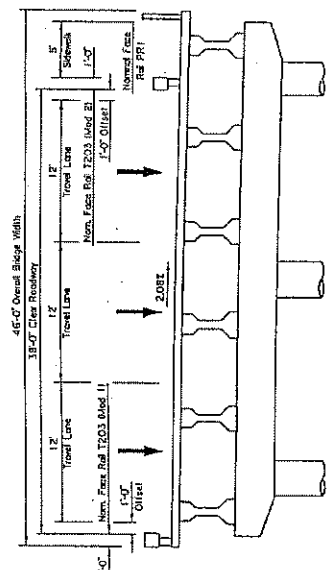
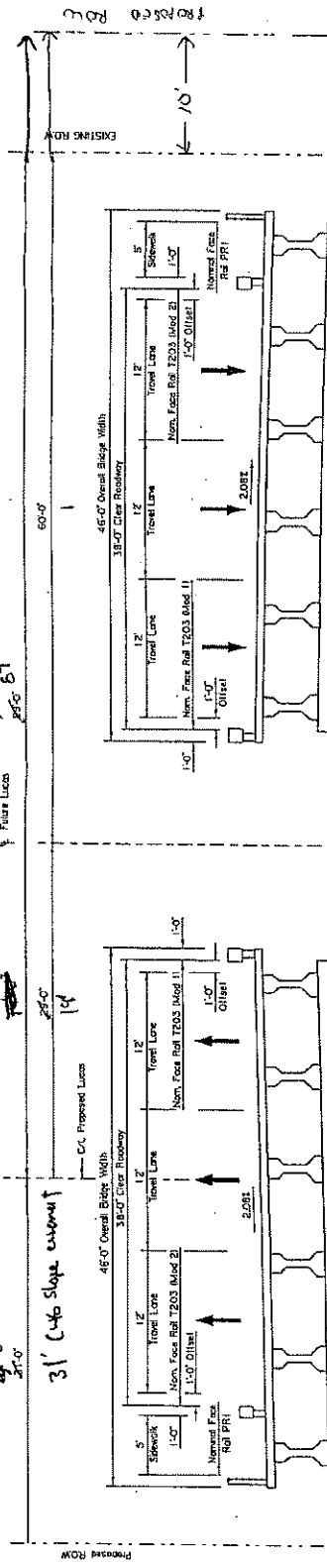
SECTION	SECTION NO.	PROJECT NO.	PROJECT NAME
JAB	6	02	02
W/C	6	02	02
STATE	DALLAS	DALLAS	DALLAS
COUNTY	DALLAS	DALLAS	DALLAS
SECTION	SECTION	SECTION	SECTION
0918	45	659	61



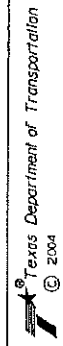
William H. Keller  
02/15/06

410  
 71' (w/ slope easement)  
 49'-0"  
 31'-0"

84'  
 84'



FUTURE FINAL TYPICAL BRIDGE SECTION  
 Scale: 1" = 10'



FUTURE FINAL  
 TYPICAL SECTION

SECTION	REG. NO.	FEDERAL AID PROJECT NO.	ALTERNATE
JB	16	XX XIX (XXX) XX	XX
REPORTS	16	CONTRACT	CONTRACT
PROJECT	TEXAS	DALLAS	DALLAS
CTP	SECTION	SECTION	SECTION
BOOK	091B	45	659

EXE 443

# CITY OF MESQUITE, TEXAS

## MAYOR AND COUNCIL COMMUNICATION

DATE	REFERENCE NUMBER	SUBJECT	PAGE
09-04-2007	PM #3	Pre-Meeting - Proposed Design Criteria for Faithon P. Lucas, Sr., Boulevard	1 OF 1

**BACKGROUND.**

Under the Dallas County 2003 Major Capital Improvement Program (MCIP) call-for-projects the City proposed the widening of Faithon P. Lucas, Sr., Boulevard from a rural, two-lane asphalt road to a six-lane divided concrete arterial street from East Cartwright Road to the west city limit. Dallas County subsequently selected the project for construction in two phases from 2009-2012. Dallas County has selected the engineering firm to begin the design and has requested the City verify the design criteria.

**DISCUSSION.**

Lucas Boulevard is classified as a six-lane divided roadway in 120 feet of right-of-way on the approved Thoroughfare Plan. The typical cross-section includes a 4-foot sidewalk on each side of the road. The Trails Master Plan under development by the Parks and Recreation Department contains a proposed 10-foot wide trail connection with the project area. Lucas Boulevard is a four-lane divided roadway east of East Cartwright Road and a four-lane divided roadway in Balch Springs from the west city limit to Belt Line Road. Staff conducted a traffic impact study that incorporated current traffic counts, the proposed 3,100-home Lucas Farms and 808-home Ridge Ranch residential developments. Projected traffic counts along Lucas Boulevard at build-out are not projected to exceed 7,000 vehicles per day near McKenzie Road or to exceed 20,000 vehicles per day at East Cartwright Road. A four-lane divided roadway can handle this volume of traffic.

Staff proposes reducing the number of vehicle lanes from six to four and adding a 6-foot bicycle lane and 6-foot sidewalk on each side of the road per the attached cross-section. This reduces the pavement width from 37 to 31 feet and allows the parkway to be widened from 12.5 to 18.5 feet to provide more of a country feel to the road.

**FINANCIAL IMPLICATIONS.**

Overall this change should not increase the estimated cost of the project.

**RECOMMENDATIONS/ACTIONS DESIRED.**

Staff is asking for Council consensus to proceed with the proposed design criteria and to authorize staff to develop Faithon P. Lucas, Sr., Boulevard as a four-lane divided roadway with 6-foot bicycle lanes and 6-foot sidewalks within 120 feet of right of way.

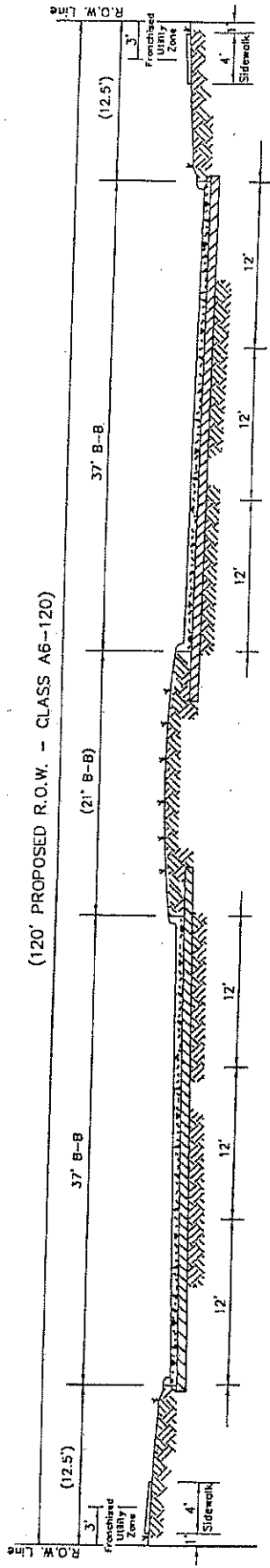
**Attachments**

1. Proposed Design Criteria
2. Location Map

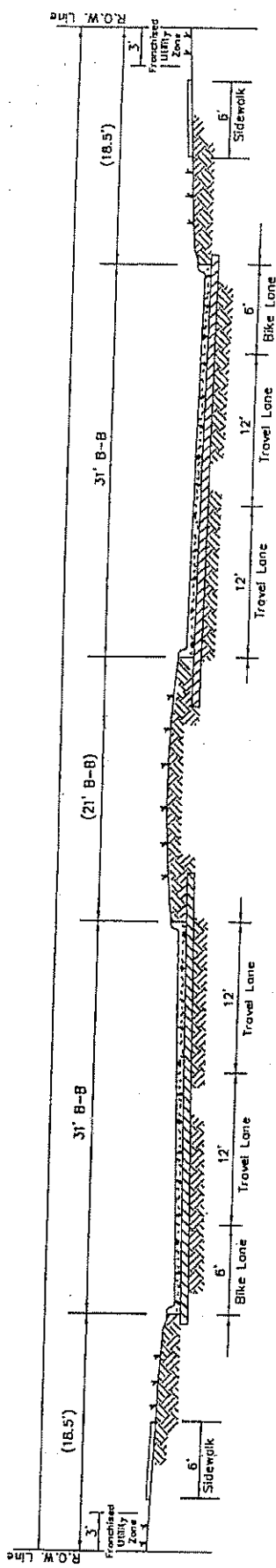
*Proceed with new  
X-section per City Council  
9/4/2007 TMT*

CITY MANAGER'S OFFICE:  Ted Barron	PREPARED BY: <i>J. Dittman</i> Jerry Dittman, P.E.	FUNDING OCA(S):
DEPARTMENT HEAD: <i>T. Tumulty</i> Timothy M. Tumulty, P.E.	DISPOSITION BY COUNCIL:  <input type="checkbox"/> APPROVED	

*we will need to show City Council landscaping plans prior to finalizing plans.*



STANDARD 6 LANE DIVIDED PAVEMENT SECTION



PROPOSED F.P. LUCAS BLVD. 4-LANE DIVIDED PAVEMENT SECTION

ATTACHMENT "B"

**MEMORANDUM OF AGREEMENT**  
**F. P. LUCAS BOULEVARD PROJECT 21904**  
(McKenzie Drive to Cartwright Road)

The following representatives were present for the discussion and consensus formed at the Pre-Design Charrette held June 30, 2008 at the City of Mesquite.

**DALLAS COUNTY**

**Donald Holzwarth**  
**Alberta Williams**  
**Traci Enna**  
**John Mears**  
**Janet Norman**  
**Carter Ferguson**  
**Craig Marek**

**APM & ASSOCIATES,**  
**INC.**  
**Afisu Olabimtan**

**CITY OF MESQUITE**

**Shirley Roberts**  
**Timothy Tumulty**  
**Jerry Dittman**  
**Matt Holzapfel**  
**Sherrelle Diggs**  
**Sirini Mandayam**  
**John Monaco**  
**Jim Palmer**  
**Alfred Paster, Jr.**  
**Lauren Miller**

**ONCOR ELECTRIC**  
**DEL.**  
**Ocie O'Neil**

**ATMOS ENERGY**  
**George Melendez**

**LUCAS FARMS**

**Robert Pope**  
**Jack Bass**  
**John Lucas**  
**Thomas Yamin (Jacobs)**

**PROPERTY OWNERS**  
**Bill Blair**  
**Mike Templeton**

1. The Scope for the F. P. Lucas Boulevard Project is defined in the attached Charrette Design Criteria (Scope Items).
2. Dallas County will be the LEAD AGENCY for the project and provide project management including management of the design engineering consultant contract with APM & Associates, Inc., consultant for the project. The Dallas County Project Manager for the project will be John Mears, P.E.
3. A consensus regarding F. P. Lucas Boulevard typical section and alignment and known issues was reached at the Pre-Design Charrette.
4. Funding allocations will be as specified in the attached "Current Cost Estimates and Funding Sources." In the event that the estimated costs need to be revised, the percentages reflected in the dollar amounts shown will remain constant, subject to approval from the City of Mesquite and Dallas County.
5. The proposed schedule was established in the attached "Proposed Project Schedule."

ATTACHMENT "C"

# Current Cost Estimates and Funding Sources

• Paving & Drainage Construction	\$9,500,000
• ROW	\$100,000
• Design & Project Delivery	\$1,250,000
• Materials Testing	\$50,000
• Contingencies	\$400,000
• <b>Project Cost</b>	<b>\$11,300,000</b>
• Dallas County	\$5,650,000
• City of Mesquite	\$5,650,000
• <b>Project Funding</b>	<b>\$11,300,000</b>
• <b>City Requested Construction</b>	<b>\$+</b>



**Attachment "D"**

# **Proposed Project Schedule**

- Pre-Design Charrette JUNE 2008
- Preliminary Design Complete JUL 2008
- Primary Design Contract OCT 2008
- Project Specific Agreement DEC 2008
- ROW Documents Complete MAR 2009
- Final Plans Complete DEC 2009
- ROW Acquisition Complete DEC 2009
- Open Bids MAR 2010
- Utility Relocations Complete JUL 2010
- Award Contract JUL 2010
- Construction Complete MAR 2012

F. P. LUCAS BOULEVARD MCIP PROJECT 21904  
 PRE-DESIGN CHARRETTE MEETING  
 MONDAY, JUNE 30, 2008  
 SIGN-IN SHEET

NAME	ORGANIZATION	TELEPHONE	FAX	EMAIL
JOHN L. MEARS	DALLAS COUNTY	214-653-6407	214-653-6445	jmears@dallascounty.org
MATTHEW HAZENBREL Robert Pope	CITY OF MESQUITE Lucas Farms	972-216-6353	972-216-6360	wholrape@ci.mesquite.tx.us RobertoRWP@assoc.com
CAROL FRANKLIN	Dallas County	214-533-6610	214-533-6377	
TRAVIS E. SALES	CITY OF MESQUITE	972-880-4234	972-816-8188	TRAVIS@CI.MESQUITE.TX.US
Sherrille Diggs	City of Mesquite	972-329-8535	972-216-6360	sherrillediggs@ci.mesquite.tx.us
Shirley Roberts	City Council	972-888-5459		Shirley@shirleyroberts.com
Georgel Melendez	Amos Energy	214-426-7052	214-426-7966	george.melendez@amosenergy.com
SRINI NANDAYAM	CITY OF MESQUITE	972-329-8314	972-216-6360	SRINIDANDAYAM@CI.MESQUITE.TX.US
JUSTINE M. TUMUCUY	MESQUITE - PUBLIC WORKS	972-216-6335	972-216-6360	tatumucuy@ci.mesquite.tx.us
Don Holzwarth	Dallas County	214-653-7191	74715	dholzw@ci.dallascounty.org
Edith Marano	City of Mesquite			



