

RESOLUTION NO. 44-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE PROJECT SPECIFIC AGREEMENT AMENDING THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM (MCIP) WITH DALLAS COUNTY FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON SKYLINE DRIVE, MCIP PROJECT 11903, FROM TOWN EAST BOULEVARD TO PEACHTREE ROAD.

WHEREAS, on April 19, 2021, pursuant to Resolution No. 19-2021, the City Council approved the Master Agreement Governing Major Capital Improvement Program between the City of Mesquite and Dallas County providing for the construction of transportation improvements on roadways inside Dallas County with the City of Mesquite that are on the North Central Texas Council of Governments Regional Thoroughfare Plan; and

WHEREAS, Dallas County Major Capital Improvement Program Project 11903 will make transportation improvements on Skyline Drive from Town East Boulevard to Peachtree Road; and

WHEREAS, Dallas County has allocated \$5,300,000.00 to fund approximately 50 percent of the paving and drainage costs; and

WHEREAS, the City will be responsible for the remaining portion of paving and drainage costs along with 100 percent of utility improvements and amenities for an estimated total of \$6,700,000.00; 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council authorizes the City Manager to finalize and execute the Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program with Dallas County for the purpose of Public Transportation Improvements on Skyline Drive from Town East Boulevard to Peachtree Road, Dallas County Major Capital Improvement Program Project 11903, and authorizing the City Manager to execute the PSA with a City project funding commitment in the estimated amount of \$6,700,000.00.

PW / PSA w-Dallas County / Skyline Drive from Town East Boulevard to Peachtree Road
November 7, 2022
Page 2 of 2

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of
November 2022.

DocuSigned by:

Daniel Aleman Jr.

D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Sonja Landi

C2518098973F48A...

Sonja Landi
City Secretary

DocuSigned by:

David L. Paschall

868E18891208434...

David L. Paschall
City Attorney



DALLAS COUNTY PUBLIC WORKS

January 11, 2023

John Mears, P.E.
City Engineer
City of Mesquite
1515 N. Galloway Ave.
Mesquite, TX 75149

RE: Skyline Drive MCIP Project No. 11903
From Town East Boulevard to Peachtree Road
Transmittal of Executed Project Specific Agreement

Dear John,

Transmitted herewith is a fully executed copy of the Project Specific Agreement for the above referenced project as well as a copy of Court Order 2023-0027.

If you have any questions or comments please feel free to contact this office at 214-653-6164 or Nathan.Davison@dallascounty.org.

Sincerely,

A handwritten signature in cursive script that reads "Nathan Davison".

Nathan Davison, P.E.
Survey Project Manager

Attachments

Cc: Alberta Blair, Dallas County
Cecelia Rutherford, Dallas County
Jonathan Toffer, Dallas County



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Jan 10 2023

- ☐ Resolution
- ☒ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Project Specific Agreement (PSA) with City of Mesquite
Skyline Drive Project MCIP 11903
(from Town East Boulevard to Peachtree Road)
Road & Bridge District 1

| | |
|--------------------------------|---|
| Briefing Date: | Jan 10 2023 |
| Funding Source: | Fund 196 MCIP 11903 |
| Originating Department: | Public Works |
| Prepared by: | Linette Malloy, Financial Manager |
| Recommended by: | Alberta Blair, Director of Public Works |

BACKGROUND INFORMATION:

This Project Specific Agreement (PSA) between the City of Mesquite and Dallas County is to secure funding to support the construction for the Skyline Drive MCIP 11903 Project. City has requested that it will be designated as the Lead Agency for the project and will provide the Project Manager.

Pursuant to Dallas County Commissioners Court Order 2021-0697 dated July 06, 2021, the City and the County entered into a Master Agreement Governing Major Capital Improvement Program.

This PSA is entered into by the parties for public transportation improvements within the City of Mesquite and Dallas County, Texas. The Project is defined as an existing 4-lane divided arterial roadway that is a vital east-west arterial thoroughfare connection in the heart of the City of Mesquite Skyline Logistical Hub District. Skyline Drive is a major link between two other arterials, Town East Boulevard and Peachtree Road. These two arterials feed heavy industrial traffic to the interstate highways of IH30, US80, and IH635.

OPERATIONAL IMPACT:

Execution of this PSA will enable Dallas County and the City of Mesquite to fund the project.

FINANCIAL IMPACT:

The current estimated total for the Skyline Drive Project MCIP 11903 is Twelve Million Dollars and no cents (\$12,000,000.00).

The County agrees to provide funding for the Project in the amount not to exceed Five Million Three Hundred Thousand Dollars and no cents (\$5,300,000.00), reduced by the County's share of in-house project delivery costs, estimated to be Twenty Five Thousand Dollars and no cents (\$25,000.00) to be paid from Fund 196, MCIP 11903.

The City of Mesquite's total obligation to this Project is to provide funding in the amount of at least Six Million Seven Hundred Thousand Dollars and no cents (\$6,700,000.00).

This project will be funded from MCIP 196 project 11903.

LEGAL IMPACT:

The Dallas County District Attorney's office, Civil Division, has reviewed the contents and the Project Specific Agreement has been approved as to form.

PROJECT SCHEDULE:

N/A

SBE PARTICIPATION:

Participation is subject to City policies since this project is being led by the City.

ADMINISTRATIVE PLAN COMPLIANCE:

Dallas County partners with City of Mesquite and many other cities in Dallas County to implement transportation projects, which is consistent with Dallas County's Administrative Plan in that Dallas County is a proactive regional partner, Dallas County is the destination of choice for businesses and residents, and improve people's lives.

RECOMMENDATION:

Approve and authorize the execution of the Project Specific Agreement (PSA) between the County of Dallas and the City of Mesquite for Court Order Approval in order to secure funding for the project. Total cost of the Project is estimated to be Twelve Million Dollars and no cents (\$12,000,000.00). County's total obligation to this Project is to provide funding in the amount not to exceed Five Million Three Hundred Thousand Dollars and no cents (\$5,300,000.00), reduced by all County in house delivery costs to be paid from Fund 196, MCIP Project 11903. The City will have a total obligation to this Project for at least Six Million Seven Hundred Thousand Dollars and no cents (\$6,700,000.00).

A transfer is necessary from Fund 196 Project 8201 to MCIP Fund 196 Project 11903.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Approve and authorize the execution of the Project Specific Agreement (PSA) between the County of Dallas and the City of Mesquite for Court Order Approval in order to secure funding for the project. Total cost of the Project is estimated to be Twelve Million Dollars and no cents (\$12,000,000.00). County's total obligation to this Project is to provide funding in the amount not to exceed Five Million Three Hundred Thousand Dollars and no cents (\$5,300,000.00), reduced by all County in house delivery costs to be paid from Fund 196, MCIP Project 11903. The City will have a total obligation to this Project for at least Six Million Seven Hundred Thousand Dollars and no cents (\$6,700,000.00).

A transfer is necessary from Fund 196 Project 8201 to MCIP Fund 196 Project 11903.

CONTRACT DETAILS:

Contract Title:

Description:

Transaction Type:

Contract Number:

Start Date:

Vendor:

Total Cost:

Expiration Date:

ATTACHMENTS:

Skyline Drive MCIP 11903 City of Mesquite PSA



COURT ORDER 2023-0027

**Project Specific Agreement (PSA) with City of Mesquite
Skyline Drive Project MCIP 11903
(from Town East Boulevard to Peachtree Road)
Road & Bridge District 1**

On a motion made by Commissioner Andrew Sommerman, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: January 10, 2023

FUNDING SOURCE: Fund 196 MCIP 11903

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Approve and authorize the execution of the Project Specific Agreement (PSA) between the County of Dallas and the City of Mesquite for Court Order Approval in order to secure funding for the project. Total cost of the Project is estimated to be Twelve Million Dollars and no cents (\$12,000,000.00). County's total obligation to this Project is to provide funding in the amount not to exceed Five Million Three Hundred Thousand Dollars and no cents (\$5,300,000.00), reduced by all County in house delivery costs to be paid from Fund 196, MCIP Project 11903. The City will have a total obligation to this Project for at least Six Million Seven Hundred Thousand Dollars and no cents (\$6,700,000.00).

A transfer is necessary from Fund 196 Project 8201 to MCIP Fund 196 Project 11903.

Done in open Court January 10, 2023 by the following vote:

| | |
|-------------------|--|
| IN FAVOR: | County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman |
| OPPOSED: | None |
| ABSTAINED: | None |
| ABSENT: | None |

Recommended by: Alberta Blair
Originating Department: Public Works

APPROVED BY CITY COUNCIL
DATE 11.7.2022
AGENDA ITEM NO. 7

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

This Project Specific Agreement ("PSA") to the Master Agreement Governing Major Capital Improvement Program ("Master Agreement") is made by and between the City of Mesquite, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on Skyline Drive, MCIP Project 11903, from Town East Boulevard to Peachtree Road ("Project").

WHEREAS, the Project is located within the City of Mesquite;

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

WHEREAS, the City of Mesquite and the County entered into a Master Agreement on July 06, 2021, by Commissioners Court Order 2021-0697, for the purpose of transportation improvements on roads inside Dallas County; and

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

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

Article I.

Project Specific 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 any 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 2021-0697 dated July 06, 2021, and additions thereto, which is incorporated herein by reference.

2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment "A."
3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment "B."
4. Project vicinity map, which is attached and incorporated herein by reference as Attachment "C."

Article III.

Term of Agreement

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

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Mesquite, Texas. The Skyline Drive Project limits are from Town East Boulevard to Peachtree Road. Skyline Drive is an existing 4-lane divided arterial roadway that is a vital east-west arterial thoroughfare connection in the heart of the City of Mesquite Skyline Logistical Hub District. Skyline Drive is a major link between two other arterials, Town East Boulevard and Peachtree Road. These two arterials feed heavy industrial traffic to the interstate highways of IH30, US80, and IH635.

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

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

I. **County and City Responsibilities:**

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from Town East Boulevard to Peachtree Road.
3. The design shall be the agreed upon Standard Basic Project Design for the Project, as defined in the Project Scoping Sheets, Attachment "A." Such design specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. 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 of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable

to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.

8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the 5 Phase Project Delivery System detailed in Attachment "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure design, right-of-way acquisition, and construction are completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, landscaping, irrigation, sidewalks, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

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

work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Twelve Million Dollars and no cents (\$12,000,000.00) as shown in Attachment "B."
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Five Million Three Hundred Thousand Dollars and no cents (\$5,300,000.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Twenty Five Thousand Dollars and no cents (\$25,000.00). County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
3. The County in-house Project delivery ("IHPD") costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Six Million Seven Hundred Thousand Dollars and no cents (\$6,700,000.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees to encumber an amount adequate for the total estimated Project costs as determined by the County within thirty (30) days of notification by the County.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.

Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. 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 the City and County that any entity other than the 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.

- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City: City of Mesquite
Director of Public Works
Address: 1515 N. Galloway Ave.
Mesquite, TX 75149

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

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. 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.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. 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.
- XI. 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.

- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

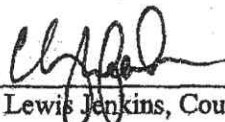
(the remainder of this page intentionally left blank)

The City of Mesquite, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution 44-2022, Minutes _____ dated the 7th day of November, 2022.

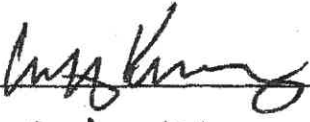
The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number 2023-0027 and passed on the 10th day of January, 2023.

County of Dallas:

City of Mesquite:


Clay Lewis Jenkins, County Judge

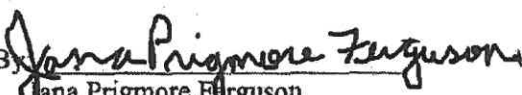
1-10-2023
Date

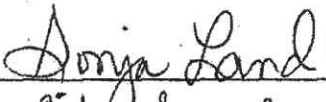

By: _____
Title: City Manager

11-15-22
Date

Approved as to Form*:
John Creuzot
District Attorney

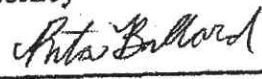
Attest:


By: _____
Jana Prigmore Ferguson
Assistant District Attorney


By: _____
Title: City Secretary

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

APPROVED AS TO FORM:
City Attorney

By: 
Assistant City Attorney

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

LEAD AGENCY: City of Mesquite - Public Works Department - Engineering Division

LEAD AGENCY'S PROJECT MANAGER: John L. Mears, PE, CFM

CONTACT INFORMATION: 972.216.6974, jmears@cityofmesquite.com

PROJECT LIMITS: Town East Boulevard to Peachtree Road

PROJECT LENGTH: 1.1 miles

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: City of Mesquite

R.O.W. WIDTH

Existing: 124' +/-

Proposed: 124' +/-

PAVEMENT WIDTH

Existing: 2- 24' B-B

Proposed: 2- 24' B-B

NO. of lanes proposed: 4 lanes divided

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 0.42%

MAXIMUM: 2%

MEDIANS

MEDIAN WIDTH: 14'

ANY MID BLOCK OPENINGS TO CONSIDER? YES ☒ NO ☐

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

STANDARD TURN LANE WIDTH: 10'

STANDARD NOSE WIDTH: 3'

PARKWAY:

PROPOSED WIDTH: 49'-6"

PROPOSED SIDEWALK WIDTH: 12'

PARKWAY CROSSFALL SLOPE MAXIMUM: 4:1

GRADE REQUIREMENTS:

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

Any deep cuts, high fills? YES ☒ NO ☐

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

VERTICAL GRADE:

MINIMUM 0.50%

MAXIMUM 2.50%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING R.O.W.? YES ☐ NO ☒

OFFSET FROM CENTER? YES ☒ NO ☐ If yes, what distance? 18.5'

ON BRAND NEW ALIGNMENT? YES ☒ NO ☐

LEFT TURN LANES? YES ☒ NO ☐

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

MINIMUM LENGTH 200'/250'

MINIMUM STORAGE 100'/150'

WIDTH 10'

ANY DUAL LEFT LANES? YES ☐ NO ☒

ANY FREE RIGHT TURN LANES? YES ☒ NO ☐

CRASH CUSHIONS/ ATTENUATORS INVOLVED? YES ☐ NO ☒

RAILROAD CROSSINGS INVOLVED? YES ☐ NO ☒

NOTE: IF CURRENT CROSSINGS IS NOT USED, IS ABANDONMENT AN OPTION?

YES ☐ NO ☐ N/A ☒

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD TBD

BUS AND HEAVY TRUCK TRAFFIC?

YES ☒ NO ☐

ROADWAY CLASSIFICATION S4-100

MINIMUM PAVEMENT STRUCTURE THICKNESS 12"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 8"

DESIGN SPEED 45

POSTED SPEED 40

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) n/a

MAXIMUM COMMERCIAL GRADE (%) 8.8%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 40'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25'

PAVEMENT THICKNESS 8"

COMMERCIAL DRIVEWAY THICKNESS 12"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40

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

Project Name: Skyline Drive
MCIP Project No: 11903

MINIMUM COVER FOR LATERALS 2'

100 YEAR FLOOD PLAIN CONSIDERATION? YES ☐ NO ☒

PERMITS

CLOMR YES ☐ NO ☒

If yes, please document below:

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

UTILITIES

LIST OF ALL KNOWN UTILITIES:

| |
|--|
| Oncor, Atmos, AT&T, Spectrum, Zayo, City (Traffic, Water, Sewer), MISD |
|--|

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

| |
|--|
| |
|--|

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

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

YES ☐ NO ☒ 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

| |
|--|
| |
|--|

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

R-O-W ACQUISITION

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

Drainage easement on east side of Peachtree Rd.

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

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Mesquite, NCTCOG, TxDOT

ORDER OF PRECEDENCE City of Mesquite, NCTCOG, TxDOT

| | | |
|---|---|--|
| AUXILIARY LANES? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| PROVISIONS FOR FUTURE WIDENING? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| LANDSCAPING? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| STAMPED/COLORED CONCRETE? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| IRRIGATION? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| BRICK PAVERS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

If yes, please define location(s):

Auxiliary lanes at intersections and driveways, stamped/colored concrete in medians/on trail, landscaping/irrigation in buffer area

| | | |
|---------------------------|---|---|
| STREET LIGHTING? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| TRAFFIC SIGNALS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| PAVEMENT MARKINGS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| BIKE LANES (EXTRA WIDTH)? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> If yes, specify width: _____ |
| NEW SIDEWALKS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| BUS TURNOUTS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

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.)

Retaining walls possible at Peachtree Rd.

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

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

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 ☐

PUBLIC 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 MEETINGS OR WHERE THE MEETINGS
WERE HELD:

| |
|---|
| Public Meeting held and City Council approval complete. |
|---|

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS

Project Name: Skyline Drive

MCIP Project No: 11903

CONSTRUCTABILITY REPORT

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

| | |
|--|--|
| | |
|--|--|

ADDITIONAL REMARKS

| |
|--|
| |
|--|

ATTACHMENT "B"
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Skyline Drive MCIP 11903

| Estimated Project Cost | |
|--|-------------------------|
| Dallas County In House Project Delivery (IHPD) | \$ 25,000.00 |
| Construction | \$ 11,975,000.00 |
| Total | \$ 12,000,000.00 |
| Funding Sources | |
| Dallas County | \$ 5,300,000.00 |
| City of Mesquite* | \$ 6,700,000.00 |
| Total | \$ 12,000,000.00 |

*100% City Cost \$1,400,000.00 and includes transfer of Northwest Dr. MCIP 21907 of \$4,460,000.00 from 5th Call.

SKYLINE DRIVE



1 inch = 0.095 Feet



- [illegible]

NOTES:
THIS MAP IS FOR REFERENCE AND INTERNAL USE ONLY.
It does not represent an escheatment survey and represents only
the information as relative location of property boundaries.
ACCURACY IS LIMITED TO VARIETY OF AVAILABLE
DATA AS OF THE DATES SHOWN.
Dolan County 2015 Aerial
Dolan County 2017 Contours
Dolan Local Approval District 2015 Parcels
MAP CREATED BY: Dolan County Public Works, 611 S. Dec 2019



City of Mesquite, Texas

Legislative File

File Number: 22-6260

File ID: 22-6260

Type: Agenda Item

Status: Consent

Version: 1

Org Code(s):

In Control: City Council

File Name: Resolution - Project Specific Agreement

File Created: 10/03/2022

Final Action:

Title: A resolution authorizing the City Manager to finalize and execute the Project Specific Agreement amending the Master Agreement Governing Major Capital Transportation Improvement Program (MCIP) with Dallas County for the purpose of transportation improvements on Skyline Drive, MCIP Project 11903, from Town East Boulevard to Peachtree Road.

Agenda Date: 11/07/2022

Agenda Number: 7

Text of Legislative File 22-6260

Title

A resolution authorizing the City Manager to finalize and execute the Project Specific Agreement amending the Master Agreement Governing Major Capital Transportation Improvement Program (MCIP) with Dallas County for the purpose of transportation improvements on Skyline Drive, MCIP Project 11903, from Town East Boulevard to Peachtree Road.

Body

Dallas County has traditionally participated with the City of Mesquite in project delivery and costs associated with Regional Transportation Improvements on roads identified in the Dallas County Mobility Plan. Proposed projects are submitted to the County by the City in a County Call for Projects. When individual projects are selected, a Project Specific Agreement (PSA) can be executed. The execution of the PSA for public transportation improvements on Skyline Drive from Town East Boulevard to Peachtree Road commits Dallas County to fund fifty percent of the paving and drainage costs up to a share not to exceed \$5,300,000.00. The PSA includes designating the City of Mesquite as lead agency.

Financial Implications

The City of Mesquite will be responsible for the remaining portion of paving and drainage costs along with one hundred percent of utility improvements and amenities for an estimated total of \$6,700,000.00.

Recommended/Desired Action

Staff recommends approval of the resolution.

Attachment(s)

Resolution

Agreement

Drafter

Tracy Romo

Head of Department

Curt J. Cassidy, P.E., CFM