RESOLUTION NO. 01-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FIRST AMENDMENT TO THE PROJECT SPECIFIC AGREEMENT AMENDING THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS FOR THE MILITARY PARKWAY TRAIL CONNECTING THE DOWNTOWN MESQUITE AREA TO THE MESQUITE CHAMPIONSHIP RODEO, MAJOR CAPITAL IMPROVEMENT PROGRAM (MCIP) PROJECT 11902 WITHIN THE CITY OF MESQUITE.

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code, Chapter 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; and

WHEREAS, on or about June 7, 2011, Dallas County (the "**County**") and the City of Mesquite (the "**City**") entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County that expired on June 7, 2021; and

WHEREAS, on or about September 19, 2017, the County and the City entered into a Funding Agreement for the implementation of the Military Parkway Trail, MCIP Project 11902/31901 with limits connecting the downtown Mesquite area to the Mesquite Championship Rodeo; and

WHEREAS, on or about July 6, 2021, the County and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, the City has requested that it be designated as the Lead Agency for the transportation improvements on the Military Parkway Trail from Rodeo Drive along Rodeo Center Boulevard north to the intersection of Rodeo Center Boulevard and Military Parkway, then continuing along the south side of Military Parkway east to Galloway Avenue (the "**Project**"); and

WHEREAS, the total Project cost is estimated to be \$2,280,000.00, with the City and County each contributing 50 percent; and

WHEREAS, the City will cover 100 percent of any required utility adjustments, betterments, right-of-ways or easements, and will assume responsibility for trail maintenance upon the Project's completion.

Public Works / First Amendment to PSA w-Dallas County / Military Parkway Trail MCIP January 6, 2025 Page 2 of 2

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

<u>SECTION 1.</u> The City Council hereby authorizes the City Manager to finalize and execute the First Amendment to the Dallas County Capital Improvement Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Projects, attached hereto as <u>Exhibit 1</u> and incorporated herein by reference, for the Military Parkway Trail (MCIP Project 11902), from Rodeo Drive along Rodeo Center Boulevard north to the intersection of Rodeo Center Boulevard and Military Parkway, then continuing along the south side of Military Parkway east to Galloway Avenue within the City (the "**Project**").

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 6th day of January 2025.

—signed by: Daniel Aleman —D999585317D142B...

Daniel Alemán, Jr. Mayor

ATTEST:

DocuSigned by: Sonja Land -C2518095973F46A...

Sonja Land City Secretary APPROVED AS TO LEGAL FORM:

— Signed by: *David L. Paschall* —666E18891208434...

David L. Paschall City Attorney

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

This First Amendment to the Project Specific Agreement ("First Amendment to the PSA") is entered into this ______ day of ______, 2024, to amend the Project Specific Agreement ("PSA") 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 transportation improvements on the Military Parkway Trail connecting the downtown Mesquite area to the Mesquite Championship Rodeo, Major Capital Improvement Program ("MCIP") Project 11902, hereinafter, ("Project").

WHEREAS, pursuant to Dallas County Commissioners Court Order 2011-1014 dated June 7, 2011, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County. The Master Agreement Governing Major Capital Improvement Program expired on June 7, 2021;

WHEREAS, pursuant to Dallas County Commissioners Court Order 2017-1207 dated September 19, 2017, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Funding Agreement for the implementation of the Military Parkway Trail, MCIP Project 11902/31901 with limits connecting the downtown Mesquite area to the Mesquite Championship Rodeo;

WHEREAS, pursuant to Dallas County Commissioners Court Order 2019-0993 dated September 17, 2019, County and City entered into a PSA for the implementation of the Military Parkway Trail MCIP Project 11902/31901 with limits connecting the downtown Mesquite area to the Mesquite Championship Rodeo;

WHEREAS, pursuant to Dallas County Commissioners Court Order 2021-0697 dated July 06, 2021, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement Governing Major Capital Improvement Program ("Master Agreement") for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, City has requested that it be designated as the Lead Agency for construction of the Project and will provide the Project Manager; 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 for joint funding of road or street projects.

NOW THEREFORE, this First Amendment to the PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

I. PURPOSE:

This First Amendment to the PSA will revise the Lead Agency from the County to the City. The original PSA was for the implementation of the Military Parkway Trail MCIP Project 11902/31901 with limits connecting the downtown Mesquite area to the Mesquite Championship Rodeo and was in Commissioner Districts 1 and 3, with the County leading the project which included in-house design by Dallas County Public Works. This First Amendment to the PSA is for the Military Parkway Trail MCIP Project 11902, from Rodeo Drive along Rodeo Center Boulevard north to the intersection of Rodeo Center Boulevard and Military Parkway, then continuing along the south side of Military Parkway east to Galloway Avenue. Per Commissioner Court approved district changes in October 2021, this Project is now in Commissioner District 3 only, with the City leading the construction of the Project. City and County both mutually agree to amend said PSA in accordance with the terms of the existing agreements, except as modified below.

II. AMENDED PROVISIONS:

A. Article I., "Project Funding Agreement," of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article I. First Amendment to the Project Specific Agreement

This First Amendment to the PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the PSA and Master Agreement and any additions thereto as incorporated herein. This First Amendment to the PSA will be an addition to the PSA and 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, the PSA, and this First Amendment to the PSA, this First Amendment to the PSA shall control.

B. Article II., "Incorporated Documents," of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article II. Incorporated Documents

This First Amendment to the 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 are incorporated herein by reference.
- 2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment "A-1."
- 3. Project Location Map, which is attached and incorporated herein by reference as Attachment "B-1."
- 4. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment "C-1."

I.

C. Article IV., "Project Description," of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article IV.

Project Description

This First Amendment to the PSA is entered into by the parties to develop public transportation improvements within the City of Mesquite, Texas. The Military Parkway Trail Project is defined as trail improvements that begin with a sidewalk parallel along Rodeo Center Boulevard from Rodeo Drive and continuing north for approximately 0.3 miles to Military Parkway. The Project continues along Military Parkway/Davis Street from the Rodeo Center Boulevard/Military Parkway/IH 635 LBJ Freeway intersection, continuing east for approximately 1.4 miles to Galloway Avenue. 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.

D. Article VI., "Agreements," of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article VI. Agreements

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- <u>County and City Responsibilities:</u> 1. City will be the Lead Agency for the Project from commencement to completion
 - 1. City will be the Lead Agency for the Project from commencement to completion of construction.
 - 2. City and County mutually agree that the Project limits are from Rodeo Drive along Rodeo Center Boulevard north to the intersection of Rodeo Center Boulevard and Military Parkway, then continues along the south side of Military Parkway east until Galloway Avenue.
 - 3. The design shall be the agreed upon Standard Basic Project Design for the Project and 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 "C-1."
 - 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 of 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 First Amendment to the 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 First Amendment to the 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 the 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. <u>City Responsibilities:</u>
 - 1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement to completion of construction.
 - 2. City will execute the necessary agreements, subject to City Council approval, for the implementation of construction of the Project mutually agreed upon and incorporated herein by this First Amendment to the PSA.
 - 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 First Amendment to the 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 will work to ensure construction is completed in a timely and effective manner.

- 8. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
- 9. City shall inform County of all Project activity and approvals.
- 10. 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.
- 11. City shall be responsible for maintaining the roadway, transportation improvements, 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 the 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.

IV. Funding:

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

- 1. Notwithstanding any provision in the Master Agreement, the PSA, this First Amendment to the PSA, or any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be <u>Two Million, Two Hundred Eighty Thousand Dollars, and no cents</u> (\$2,280,000.00).
- 2. The County's total obligation to this Project is to provide funding in the amount not to exceed <u>One Million, One Hundred Forty Thousand Dollars, and no cents</u> (\$1,140,000.00), reduced by the County Led in-house project delivery ("IHPD") costs and the City Led IHPD costs which are estimated to be <u>One Hundred Eighty-Five Thousand, Eight Hundred Sixty-Six Dollars, and Eleven cents (\$185,866.11)</u>. County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved, which includes:
 - a. \$125,866.11 for design and IHPD costs when the County led the Project.
 - b. \$954,133.89 for City led Construction plus \$60,000.00 for IHPD costs.
- 3. The County 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 <u>One</u> <u>Million, One Hundred Forty Thousand Dollars, and no cents (\$1,140,000.00)</u>, which includes:
 - a. \$125,866.12 for design and IHPD costs when the County led the project.
 - b. \$1,014,133.88 for City led Construction costs on MCIP eligible scope items.
- 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. 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.
- E. Article VII., "Miscellaneous," of the PSA shall be amended and is hereby revised to read as follows:

Article VII. <u>Miscellaneous</u>

4. <u>Notice</u>. Any notice provided for in this First Amendment to the 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 of Dallas Director of Public Works Dallas County Records Building 500 Elm Street, Suite 5300 Dallas County, Texas 75202

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

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

III. EFFECT OF AMENDMENT:

This First Amendment to the PSA shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. In the event of any conflict between the original PSA and this First Amendment to the PSA, this First Amendment to the PSA shall control. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and

amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA and any duly authorized amendments or extensions, including this First Amendment to the PSA.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Mesquite, State of Texas, has executed this First Amendment to the PSA pursuant to duly authorized City Council Resolution _____, minutes ______dated the ____day of _____, 2024.

The County of Dallas, State of Texas, has executed this First Amendment to the PSA pursuant to Commissioners Court Order Number ______ and passed on the ____day of _____, 2024.

COUNTY OF DALLAS

CITY OF MESQUITE

CLAY LEWIS JENKINS	By:	
Dallas County Judge	Title:	-
Date	Date	
APPROVED AS TO FORM*: JOHN CREUZOT District Attorney	ATTESTED:	
By: Cortney Parker Assistant District Attorney	By:	_

City Secretary/Attorney

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

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name:	Military Parkway Trail
MCIP Project I	No: <u>11902</u>

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

AASHTO, City of Mesquite			
IS THE PATH ON A ROAD FACILITY?	YES 🗙	NO	
IS TRAIL ADJACENT TO BACK OF CURB?	YES 🗙	NO	NA
AWAY FROM ROADWAY?	YES 🔀	NO	NA
If yes, specify distance: Varies. Trail is separated from curb bet	tween I-635 and	Carmack	
SHARED USE PATH?	YES 🗙	NO	
ROADWAY CROSSINGS INVOLVED?	YES 🗙	NO	
MID BLOCK CROSSINGS INVOLVED?	YES	NO	
DRIVEWAY CROSSINGS INVOLVED?	YES 🗙	NO	
RAILROAD CROSSINGS INVOLVED?	YES	NOX	
IS A TRAFFIC STUDY REQUIRED?	YES	NO	

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Military Parkway Trail			
MCIP Project No: 11902			
TRAIL ACCESS CONNECTION If yes, list the access points below		YES 🗙	NO
Stub out for future connection to	Paschall Park will be construc	ted by others	at a later time.
BRIDGES OR GRADE SEPARA If yes, please specify facility(ies)		YES	NO
PAVEMENT SECTION			
PAVEMENT WIDTH			
Existing:	Sidewalk varies (4'-10')		
Proposed:	10' (TYP); 12' at main loop tra	il connection	
BICYCLE DESIGN SPEED: <u>18</u>	mph		
PAVEMENT CROSSFALL:			
PROPOSED: 1%			
MINIMUM: 1%			
MAXIMUM: 2%			
$\frac{1}{1}$			

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Military Parkway Trail			
MCIP Project No: 11902			
GRADE REQUIREMENTS:			
Any deep cuts, high fills?	YES	NO	
VERTICAL GRADE:			
MINIMUM 0.5% (controlled by existing street grades)			
MAXIMUM <u>5% (controlled by existing street grades)</u>			
WILL SWITCHBACKS BE NECESSARY TO COMPLY WITH GRADE REQUIREMENTS:	YES 🗌	NO	
MINIMUM RAIL HEIGHT: <u>42</u> "			
SIGNAGE AND/OR DISTANCE MARKERS? If yes, please specify types and generally describe locations:	YES 🔀	NO	
Signs: warning signs for roadway traffic Pavement markings: possible centerline			
TRAIL HEAD?	YES	NOX	
PARKING?	YES 🗌	NO	
PAVEMENT STRUCTURE			
MAINTENANCE VEHICLE TRAFFIC?	YES	NO	
MINIMUM PAVEMENT STRUCTURE THICKNESS: <u>6"</u>			

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

 Project Name:
 Military Parkway Trail

 MCIP Project No:
 11902

CONCRETE REINFORCEMENT TYPE: <u>#4 bars at 12" OCEW</u> (E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 100'

EXPANSION JOINT MATERIAL: Hot-poured, rubber base compound, ASTM D-3406

SAWED DUMMY JOINT INTERVALS: 10'

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:			
TXDOT X CITY HYDRO-35 TP-40	TR-55		
SIDE DITCHES?	YES	NOX	
BRIDGES/ BOX CUVERTS INVOLVED?	YES	NOX	
If yes, specify involvement: BRIDGE(S) BOX CULVERT(S) BOTH			
MINIMUM COVER FOR CROSS DRAIN CULVERT: <u>N/A</u>			
FLOODPLAIN CONSIDERATION?	YES	NOX	
If yes, what is the design storm frequency? <u>N/A</u>			
If yes, how many feet of freeboard are required? N/A			

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Military Parkway Trail		
MCIP Project No: 11902		
PERMITS		
USACE 404 PERMIT	YES	NO
TCEQ PERMIT	YES 🔀	NO
CDC PERMIT	YES	NO
ENVIRONMENTAL IMPACT STATEMENT	YES	NO
TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED?	YES 🗙	NO
ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS	ГхDOT, DF	W AIRPORT,
DART, UTILITY COMPANIES, ETC?	YES 🗙	NO
If yes, please document below:		
TxDOT - for work under IH-635, possible soil nail wall		

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)?	YES 🔀	NO
EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?	YES	NO
STAMPED/COLORED CONCRETE?	YES	NO
IRRIGATION?	YES	NO

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Military Parkway Trail		
MCIP Project No: 11902		
BRICK PAVERS? If yes, please define location(s)	YES 🗌	NOX
TRAIL LIGHTING? If yes, define location(s) and spacing of lighting poles:	YES 🗌	NO
TRAFFIC SIGNALS?	YES	NOX
MID-BLOCK SIGNALS?	YES	NO
CROSSWALK MARKINGS?	YES 🗙	NO
ON-STREET DEDICATED BIKE LANES?	YES	NO
If yes, specify width:		
BUS STOPS OR BUS SHELTERS?	YES 🔀	NO
RETAINING WALLS? If yes, please specify wall type (stone, blocks, gabions, proprieta	YES 🔀 ary types, etc.	NO 🗌)
Concrete sidewalk with retaining wall per City of Mesquite Con P-14 as required.	struction Sta	ndard Detail Sheet

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Military Parkway Trail			
MCIP Project No: <u>11902</u>			
DECORATIVE RAILINGS?	YES	NOX	
MONUMENT?	YES	NO	
WATER FOUNTAIN?	YES	NO	

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD	O RIGHT OF WAY	OR OTHER
INDEPENDENTLY OWNED PROPERTY?	YES 🗌	NO
If yes, specify owner and R.O.W. width:		

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO TRAIL'S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

N/A

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: <u>Military Parkway Trail</u> MCIP Project No: 11902

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A	LIST AND DESC	CRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT:	YES 🗙	NO

Existing ROW requires a narrower trail at the beginning of the project.

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

If yes, please define below:

ANY NON-CONFORMING ISSUES?	YES	NO
ANY WATER WELLS?	YES 🗌	NOX
EASEMENT/R.O.W. MAP NEEDED?	YES	NOX
FIELD NOTES NEEDED?	YES 🗌	NOX
R.O.W. PLATS NEEDED?	YES 🗌	NOX
R.O.W. ACQUISITION?	YES 🗌	NOX
PARKING/LOSS OF PARKING CONSIDERATIONS?	YES 🔀	NO
HISTORICAL SITE CONSIDERATIONS?	YES 🗌	NO

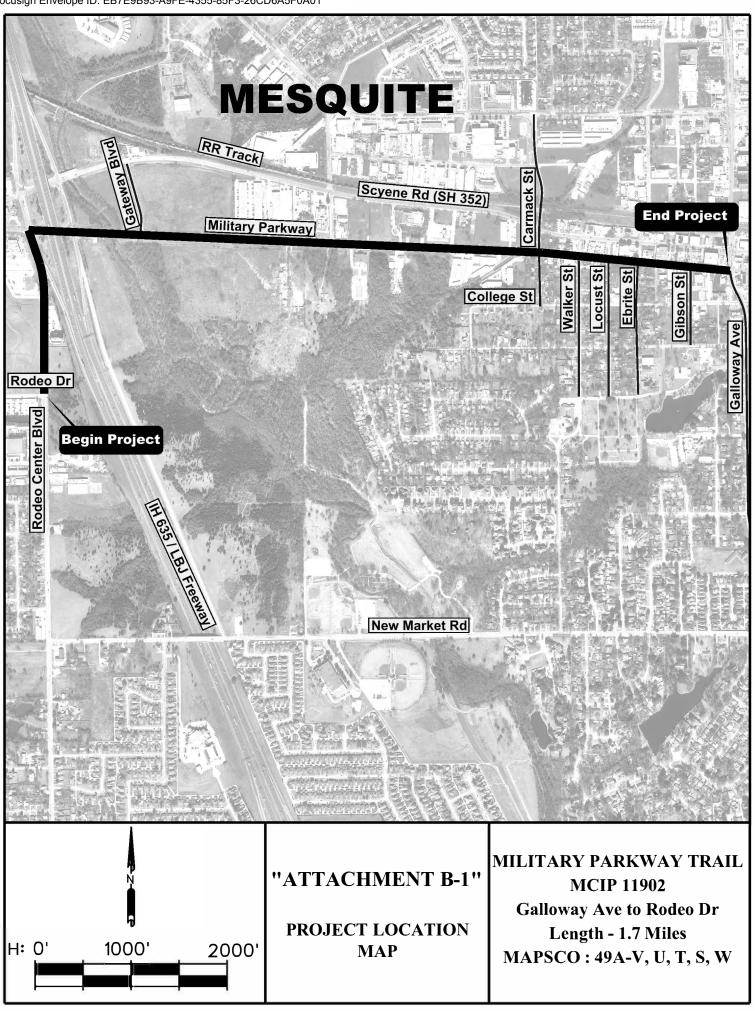
Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: <u>Military Parkway Trail</u> MCIP Project No: 11902

ADDITIONAL REMARKS

Trail adjacent to back of curb on Rodeo Center Blvd. Trail away from roadway on Military Pkwy between IH-635 to Carmack St.



ATTACHMENT "C-1" Dallas County Capital Improvement Program First Amendment to the Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES Project Name: Military Parkway Trail, MCIP 11902

Agency			
Task	Dallas County	City of Mesquite	Task Total
1. Miscellaneous			
1.1 Contingencies			
1.2 IHPD-City Led	\$60,000.00		\$60,000.00
2. Design & IHPD-Dallas County Led	\$125,866.11	\$125,866.12	\$251,732.23
3. ROW			
4. Professional Services			
4.1 Utilities			
4.2 Lab			
4.3 Survey			
5. Construction	\$954,133.89	\$1,014,133.88	\$1,968,267.77
Funding Split Totals	\$1,140,000.00*	\$1,140,000.00**	\$2,280,000.00

* (County Led) \$125,866.11 for Design/IHPD 50%; (Construction) \$954,133.89 plus \$60,000.00 IHPD for Construction

** (County Led) \$125,866.12 for Design/IHPD 50%; (Construction) \$1,014,133.88 for Construction