Funding Agreement with City of Dallas Southern White Rock Creek Trail MCIP 10233 (from Santa Fe Trail to DART Lawnview Station)
Road & Bridge District #1

Briefing Date: Mar 3 2020
Funding Source: Fund 196, Project 10233
Originating Department: Public Works
Prepared by: Jurmerline Randle, Foreclosed Property Specialist
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:
Dallas County (County) and City of Dallas (City) desire to enter into a Funding Agreement (FA) for the purpose of transportation improvements that are part of what is known as the Southern White Rock Creek Trail MCIP 10233 Project from Santa Fe Trail to DART Lawnview Station, Road & Bridge District #1. Project is located within the City of Dallas. City has requested that it be designated as the Lead Agency and will provide the Project Manager.

The Project is defined as the construction and multimodal improvements of the MCIP Project 10233 Southern White Rock Creek Trail (from Santa Fe Trail to DART Lawnview Station).

County and City entered into a Master Agreement Governing Transportation Major Capital Improvement Projects pursuant to Court Order 2011-1287 dated August 2, 2011, which authorizes Dallas County to partner with the City of Dallas to implement transportation projects.

Chapter 791 of the Texas Government Code and the Texas Transportation Code Section 472.001 provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road construction or improvement of road or street projects.

OPERATIONAL IMPACT:
This FA is entered into by the parties to establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both the City and County.

FINANCIAL IMPACT:
Total cost of the Project is estimated to be One Million Dollars and no cents ($1,000,000.00). County's total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and no cents ($500,000.00), including County in-house delivery (IHPD) costs, to be paid from Fund 196, Project 10233. The City will have a total obligation to this Project in an amount estimated to be Five Hundred Thousand Dollars and no cents ($500,000.00).
LEGAL IMPACT:
The Dallas County District Attorney's office, Civil Division, has reviewed the contents and the Funding Agreement has been approved as to form.

PROJECT SCHEDULE:
N/A

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

ADMINISTRATIVE PLAN COMPLIANCE:
Dallas County partners with City of Dallas 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 and Dallas County is the destination of choice for businesses and residents.

RECOMMENDATION:
Authorize the County Judge to execute the attached Funding Agreement with the City of Dallas for the purpose of multimodal transportation improvements from Santa Fe Trail to DART Lawnview Station, R&B District #1, Southern White Rock Creek Trail MCIP Project 10233. Total cost of the Project is estimated to be One Million Dollars and no cents ($1,000,000.00). County’s total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and no cents ($500,000.00), including County IHPD costs, to be paid from Fund 196, Project 10233. The City will have a total obligation to this Project in an amount estimated to be Five Hundred Thousand Dollars and no cents ($500,000.00).

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 Authorize the County Judge to execute the attached Funding Agreement with the City of Dallas for the purpose of multimodal transportation improvements from Santa Fe Trail to DART Lawnview Station, R&B District #1, Southern White Rock Creek Trail MCIP Project 10233. Total cost of the Project is estimated to be One Million Dollars and no cents ($1,000,000.00). County’s total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and no cents ($500,000.00), including County IHPD costs, to be paid from Fund 196, Project 10233. The City will have a total obligation to this Project in an amount estimated to be Five Hundred Thousand Dollars and no cents ($500,000.00).

CONTRACT DETAILS:

Contract Title:
Description:
Transaction Type: Total Cost:
Contract Number:
Start Date: Expiration Date:
Vendor:
ATTACHMENTS:
Contract-So. White Rock Creek Trail MCIP 10233 FA
DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

The City of Dallas, Texas, hereinafter called “City”, and the County of Dallas, Texas, hereinafter called “County”, desire to enter into a Funding Agreement, hereinafter called “FA”, in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2011-1013 dated June 7, 2011 which approved specified projects including MCIP Project 10233 Southern White Rock Creek Trail from Santa Fe Trail to DART Lawnview Station, hereinafter called “Project”.

Witnesseth

WHEREAS, the City 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 FUNDING AGREEMENT is made by and entered into by the City and the County for the mutual consideration stated herein.

Article I.

Project Funding Agreement

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

Article II

Term of Agreement

This FA becomes effective when signed by the last party whose signature makes the respective agreement fully executed. This Agreement shall remain in effect until:

1. Incorporated into the Project Specific Agreement; or
2. Terminated upon the terms and conditions as set forth in the Master Agreement, Article IV Section A, Termination.

Article III

Project Description

This FA is entered into by the parties to develop public and multimodal transportation improvements within the Dallas, Texas. The Project is defined as the construction of the MCIP Project 10233 to the multimodal improvements from Santa Fe Trail to DART Lawnview Station. 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, subject to City Council approval.
Article IV
Fiscal Funding

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this FA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this FA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article V
Agreements

I. County and City Responsibilities:
   1. City will be the Lead Agency for the Project.
   2. City and County have mutually agreed that the Project limits are MCIP Project 10233 from Santa Fe Trail to DART Lawnview Station. City and County shall execute the necessary agreements for the completion of the Project Feasibility Study and Master Plan mutually agreed upon and incorporated herein by this FA.

II. City Responsibilities:
   1. City shall use the total funding committed by City and County solely for the purpose of eligible Construction Projects Costs.
   2. City shall inform County of all Project activities and approvals.
   4. City shall provide a final accounting of Project Costs once the construction of the Project is completed. The accounting shall have sufficient detail for the Auditor to verify Project Costs and authorize any final amounts due for reimbursement to County.

III. County Responsibilities:
   1. County shall provide documentation of County commitment to meet the Project funding.
   2. County will attend all Project task force meetings and public meetings.
   3. County will provide review comments in a timely manner.
   4. County will review and provide any comments on the construction plans.
Article VI.

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

1. Notwithstanding any provision in the Master Agreement, this FA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Commitment Project cost is estimated at One Million Dollars and no cents ($1,000,000.00). The County's total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and no cents ($500,000.00), including County in-house delivery costs of the Project. The County in-house Project delivery costs may include, but are not limited to, preliminary scoping and research, special services, site inspection, preliminary utility coordination and any cost related to the Construction of this Project.

2. The City agrees to provide funding for the Project costs in the amount of Five Hundred Thousand Dollars and no cents ($500,000.00).

3. County agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by City within 30 days of notification by City. County will pay Project costs reduced by in-house delivery cost as invoiced by the City on a monthly basis upon project specific agreement executed.

The County in-house Project delivery costs may include, but are not limited to, preliminary scoping and research, special services, site inspection and preliminary utility coordination.

Article VII

Miscellaneous

I. No Third Party Beneficiaries, The terms and provisions of this FA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.

II. Applicable Law. This FA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This FA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this FA filed by either City or County shall be in Dallas County, Texas.

III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Dallas
Park and Recreation Department
1500 Marilla Street, Rm 6FN
Dallas, TX 75201
Either party may change its address for notice by giving the other party notice thereof.

IV. Assignment. This FA may not be assigned or transferred by either party without the prior written consent of the other party.

V. Binding Agreement; Parties Bound. This FA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VI. Amendment. This FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.

VII. Number and Gender. Words of any gender used in this FA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the Context Clearly Requires Otherwise.

VIII. Counterparts. This FA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.

X. Entire Agreement. This FA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the FA.

XI. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.
The City of Dallas, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution Minutes Dated the day of January, 2020.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number and passed on the day of , 2020.

City of Dallas
T.C. Broadnax, City Manager

By: Assistant City Manager

Date

Approved as to Form
Christopher Caso
Interim City Attorney

By: Assistant City Attorney

County of Dallas

Clay Lewis Jenkins, County Judge

Date

Approved as to Form:
John Creuzot
District Attorney

By: Sherri Turner
Assistant District Attorney

PARK AND RECREATION BOARD
CITY OF DALLAS, TEXAS

By: Secretary

By: President

*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 SCOPING SHEETS FOR SHARED USE PATHS**

**Project Name:** Southern White Rock Creek Trail (AKA Trinity Forest Spine Trail)

**MCIP Project No:** 10233

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**TRAIL PAVEMENT AND ALIGNMENT TOPICS**

**GENERAL INFORMATION**

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

City of Dallas, AASHTO, NCTCOG, Oncor

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS THE PATH ON A ROAD FACILITY?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IS TRAIL ADJACENT TO BACK OF CURB?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AWAY FROM ROADWAY?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, specify distance: Varies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHARED USE PATH?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROADWAY CROSSINGS INVOLVED?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MID BLOCK CROSSINGS INVOLVED?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRIVEWAY CROSSINGS INVOLVED?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAILROAD CROSSINGS INVOLVED?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IS A TRAFFIC STUDY REQUIRED?</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
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**MCIP Project No:** 10233

<table>
<thead>
<tr>
<th>TRAIL ACCESS CONNECTIONS?</th>
<th>YES ☒</th>
<th>NO ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, list the access points below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Santa Fe Trail, Highland Rd, Valley Glen Dr, Scyene Rd</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRIDGES OR GRADE SEPARATIONS?</th>
<th>YES ☒</th>
<th>NO ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, please specify facility(ies) below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridges: 250 LF at White Rock Creek N of KCS Railroad; 50 LF N side of golf course; 60 LF N side of Tenison Golf Course; 75 LF Ash Creek crossing S of Highland Rd; 50 LF and 16 LF E side of Oncor easement N of Military Pkwy; 90 LF S of I-30; 50 LF N of UPRR; 65 LF S of UPRR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PAVEMENT SECTION**

**PAVEMENT WIDTH**

<table>
<thead>
<tr>
<th>Existing:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed:</td>
<td>12'-0&quot;</td>
</tr>
</tbody>
</table>

**BICYCLE DESIGN SPEED:** 20 MPH

**PAVEMENT CROSSFALL:**

<table>
<thead>
<tr>
<th>PROPOSED: 1.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM: 1.5%</td>
</tr>
<tr>
<td>MAXIMUM: 1.5%</td>
</tr>
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# ATTACHMENT “A”

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

## PROJECT SCOPING SHEETS FOR SHARED USE PATHS

**Project Name:** Southern White Rock Creek Trail (AKA Trinity Forest Spine Trail)  
**MCIP Project No:** 10233  

### GRADE REQUIREMENTS:
- Any deep cuts, high fills?  
  - YES [ ]  
  - NO [x]  

### VERTICAL GRADE:
- MINIMUM 0.5%  
- MAXIMUM 4.5%  

- WILL SWITCHBACKS BE NECESSARY TO COMPLY WITH GRADE REQUIREMENTS?  
  - YES [ ]  
  - NO [x]  

### MINIMUM RAIL HEIGHT: ASHTO Standards for Bicycles

### SIGNAGE AND/OR DISTANCE MARKERS?
- YES [x]  
- NO [ ]  

If yes, please specify types and generally describe locations:

- Mile Markers, 911 Signs, Trailhead Sigangae

### TRAIL HEAD?
- YES [x]  
- NO [ ]

### PARKING?
- YES [x]  
- NO [ ]

### PAVEMENT STRUCTURE
- MAINTENANCE VEHICLE TRAFFIC?
  - YES [x]  
  - NO [ ]

- MINIMUM PAVEMENT STRUCTURE THICKNESS: 6”
ATTACHMENT “A”

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PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Southern White Rock Creek Trail (AKA Trinity Forest Spine Trail)  
MCIP Project No: 10233

CONCRETE REINFORCEMENT TYPE: Rebar  
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 96'-0"

EXPANSION JOINT MATERIAL: Asphalt Impregnated Felt

SAWED DUMMY JOINT INTERVALS: 12'-0"

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

☐ TXDOT  ☒ CITY  ☐ HYDRO-35  ☐ TP-40  ☐ TR-55

SIDE DITCHES? YES ☒ NO ☐

BRIDGES/ BOX CUVERTS INVOLVED? YES ☒ NO ☐

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S) ☒ BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT: 6" min./mfg. req.

FLOODPLAIN CONSIDERATION? YES ☒ NO ☐

If yes, what is the design storm frequency? As required by City of Dallas Stormwater Div.

If yes, how many feet of freeboard are required? As required by City of Dallas Stormwater Div.
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MCIP Project No: 10233

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 TxDOT, DFW AIRPORT, DART, UTILITY COMPANIES, ETC? YES ☑ NO ☐
If yes, please document below:

KCS Railroad, UP Railroad

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES ☑ NO ☐
EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☑
STAMPED/COLORED CONCRETE? YES ☑ NO ☐
IRRIGATION? YES ☑ NO ☐
**ATTACHMENT “A”**

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**BRICK PAVERS?**
If yes, please define location(s)

| YES ☐ NO ☒ |

**TRAIL LIGHTING?**
If yes, define location(s) and spacing of lighting poles:

| YES ☐ NO ☒ |

**TRAFFIC SIGNALS?**

| YES ☐ NO ☒ |

**MID-BLOCK SIGNALS?**

| YES ☐ NO ☒ |

**CROSSWALK MARKINGS?**

| YES ☒ NO ☐ |

**ON-STREET DEDICATED BIKE LANES?**
If yes, specify width: Traffic signal upgrades at Scyene Rd

| YES ☐ NO ☒ |

**BUS STOPS OR BUS SHELTERS?**

| YES ☐ NO ☒ |

**RETAINING WALLS?**
If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

Concrete, Redi-Rock
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<th>DECORATIVE RAILINGS?</th>
<th>YES ☑️</th>
<th>NO ☐</th>
</tr>
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<tbody>
<tr>
<td>MONUMENT?</td>
<td>YES ☐</td>
<td>NO ☑️</td>
</tr>
<tr>
<td>WATER FOUNTAIN?</td>
<td>YES ☑️</td>
<td>NO ☐</td>
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EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER INDEPENDENTLY OWNED PROPERTY?
YES ☑️  NO ☐

If yes, specify owner and R.O.W. width:

- Railroads, Oncor

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

- Potentially need easement for property off Highland Rd
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**RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG WITH DATA FOR RISK ASSESSMENT:**

- **YES**
- **NO**

**ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS, TRAILER PARKS, TREE ORDINANCES?**

- **YES**
- **NO**

If yes, please define below:

**ANY NON-CONFORMING ISSUES?**

- **YES**
- **NO**

**ANY WATER WELLS?**

- **YES**
- **NO**

**EASEMENT/R.O.W. MAP NEEDED?**

- **YES**
- **NO**

**FIELD NOTES NEEDED?**

- **YES**
- **NO**

**R.O.W. PLATS NEEDED?**

- **YES**
- **NO**

**R.O.W. ACQUISITION?**

- **YES**
- **NO**

**PARKING/LOSS OF PARKING CONSIDERATIONS?**

- **YES**
- **NO**

**HISTORICAL SITE CONSIDERATIONS?**

- **YES**
- **NO**
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ADDITIONAL REMARKS

N/A