

**JUNE 28, 2017 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated June 28, 2017. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



T.C. Broadnax
City Manager

06/16/17

Date



Elizabeth Reich
Chief Financial Officer

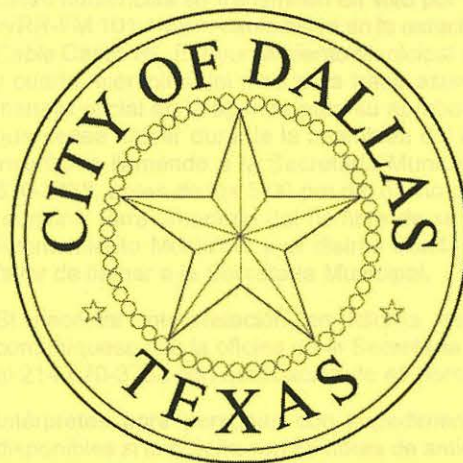
6-16-17

Date

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CITY SECRETARY
DALLAS, TEXAS



COUNCIL AGENDA

June 28, 2017

Date

(For General Information and Rules of Courtesy, Please See Opposite Side.)

(La Información General Y Reglas De Cortesía Que Deben Observarse

Durante Las Asambleas Del Consejo Municipal Aparecen En El Lado Opuesto, Favor De Leerlas.)

General Information

The Dallas City Council regularly meets on Wednesdays beginning at 9:00 a.m. in the Council Chambers, 6th floor, City Hall, 1500 Marilla. Council agenda meetings are broadcast live on WRR-FM radio (101.1 FM) and on Time Warner City Cable Channel 16. Briefing meetings are held the first and third Wednesdays of each month. Council agenda (voting) meetings are held on the second and fourth Wednesdays. Anyone wishing to speak at a meeting should sign up with the City Secretary's Office by calling (214) 670-3738 by 5:00 p.m. of the last regular business day preceding the meeting. Citizens can find out the name of their representative and their voting district by calling the City Secretary's Office.

If you need interpretation in Spanish language, please contact the City Secretary's Office at 214-670-3738 with a 48 hour advance notice.

Sign interpreters are available upon request with a 48-hour advance notice by calling (214) 670-3738 V/TDD. The City of Dallas is committed to compliance with the Americans with Disabilities Act. **The Council agenda is available in alternative formats upon request.**

If you have any questions about this agenda or comments or complaints about city services, call 311.

Rules of Courtesy

City Council meetings bring together citizens of many varied interests and ideas. To insure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, administrative staff, news media, citizens and visitors. These procedures provide:

- That no one shall delay or interrupt the proceedings, or refuse to obey the orders of the presiding officer.
- All persons should refrain from private conversation, eating, drinking and smoking while in the Council Chamber.
- Posters or placards must remain outside the Council Chamber.
- No cellular phones or audible beepers allowed in Council Chamber while City Council is in session.

"Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and the person shall be barred from further audience before the City Council during that session of the City Council. If the presiding officer fails to act, any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act." Section 3.3(c) of the City Council Rules of Procedure.

Información General

El Ayuntamiento de la Ciudad de Dallas se reúne regularmente los miércoles en la Cámara del Ayuntamiento en el sexto piso de la Alcaldía, 1500 Marilla, a las 9 de la mañana. Las reuniones informativas se llevan a cabo el primer y tercer miércoles del mes. Estas audiencias se transmiten en vivo por la estación de radio WRR-FM 101.1 y por cablevisión en la estación *Time Warner City Cable* Canal 16. El Ayuntamiento Municipal se reúne el segundo y cuarto miércoles del mes para tratar asuntos presentados de manera oficial en la agenda para su aprobación. Toda persona que desee hablar durante la asamblea del Ayuntamiento, debe inscribirse llamando a la Secretaría Municipal al teléfono (214) 670-3738, antes de las 5:00 pm del último día hábil anterior a la reunión. Para enterarse del nombre de su representante en el Ayuntamiento Municipal y el distrito donde usted puede votar, favor de llamar a la Secretaría Municipal.

Si necesita interpretación en idioma español, por favor comuníquese con la oficina de la Secretaría del Ayuntamiento al 214-670-3738 con notificación de 48 horas antes.

Intérpretes para personas con impedimentos auditivos están disponibles si lo solicita con 48 horas de anticipación llamando al (214) 670-3738 (aparato auditivo V/TDD). La Ciudad de Dallas está comprometida a cumplir con el decreto que protege a las personas con impedimentos, *Americans with Disabilities Act*. **La agenda del Ayuntamiento está disponible en formatos alternos si lo solicita.**

Si tiene preguntas sobre esta agenda, o si desea hacer comentarios o presentar quejas con respecto a servicios de la Ciudad, llame al 311.

Reglas de Cortesía

Las asambleas del Ayuntamiento Municipal reúnen a ciudadanos de diversos intereses e ideologías. Para asegurar la imparcialidad y el orden durante las asambleas, el Ayuntamiento ha adoptado ciertas reglas de cortesía que aplican a todos los miembros del Ayuntamiento, al personal administrativo, personal de los medios de comunicación, a los ciudadanos, y a visitantes. Estos reglamentos establecen lo siguiente:

- Ninguna persona retrasará o interrumpirá los procedimientos, o se negará a obedecer las órdenes del oficial que preside la asamblea.
- Todas las personas deben abstenerse de entablar conversaciones, comer, beber y fumar dentro de la cámara del Ayuntamiento.
- Anuncios y pancartas deben permanecer fuera de la cámara del Ayuntamiento.
- No se permite usar teléfonos celulares o enlaces electrónicos (*paggers*) audibles en la cámara del Ayuntamiento durante audiencias del Ayuntamiento Municipal.

"Los ciudadanos y visitantes presentes durante las asambleas del Ayuntamiento Municipal deben obedecer las mismas reglas de comportamiento, decoro y buena conducta que se aplican a los miembros del Ayuntamiento Municipal. Cualquier persona que haga comentarios impertinentes, utilice vocabulario obsceno o difamatorio, o que al dirigirse al Ayuntamiento lo haga en forma escandalosa, o si causa disturbio durante la asamblea del Ayuntamiento Municipal, será expulsada de la cámara si el oficial que esté presidiendo la asamblea así lo ordena. Además, se le prohibirá continuar participando en la audiencia ante el Ayuntamiento Municipal. Si el oficial que preside la asamblea no toma acción, cualquier otro miembro del Ayuntamiento Municipal puede tomar medidas para hacer cumplir las reglas establecidas, y el voto afirmativo de la mayoría del Ayuntamiento Municipal precisará al oficial que esté presidiendo la sesión a tomar acción." Según la sección 3.3(c) de las reglas de procedimientos del Ayuntamiento.

Handgun Prohibition Notice for Meetings of Government Entities

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

"De acuerdo con la sección 30.07 del código penal (ingreso sin autorización de un titular de una licencia con una pistola a la vista), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola a la vista."

**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, JUNE 28, 2017
ORDER OF BUSINESS**

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 48

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 49 - 54

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 55 - 86

NOTE: A revised order of business may be posted prior to the date of the council meeting if necessary.

AGENDA
CITY COUNCIL MEETING
JUNE 28, 2017
CITY OF DALLAS
1500 MARILLA STREET
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A.M.

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. Approval of Minutes of the June 14, 2017 City Council Meeting

CONSENT AGENDA

Aviation

2. Authorize a twenty-nine years and four months lease agreement, with two five-year renewal options, of approximately 2.11 acres (91,700 square feet) of land at Dallas Executive Airport, which includes approximately 1.16 acres (50,320 square feet) of hangar/office development from DCS Aviation, LLC with the City of Dallas for the period July 1, 2017 through October 31, 2056 - Not to exceed \$15,625,419 - Financing: Aviation Current Funds (subject to annual appropriations)
3. Authorize a thirty-year lease agreement, with two five-year renewal options, with DCS Aviation, LLC for approximately 0.23 acres (10,000 square feet) of land at Dallas Executive Airport for aviation hangar development - Estimated Annual Revenue: \$3,000

CONSENT AGENDA (continued)**Aviation** (continued)

4. Authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration for the Runway 18/36 Conversion Project - Not to exceed \$91,000, from \$2,241,850 to \$2,332,850 - Financing: Aviation Capital Construction Funds
5. Authorize an increase in the construction services contract with EAS Contracting, L.P. for additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration - Not to exceed \$229,875, from \$5,769,673 to \$5,999,548 - Financing: Aviation Passenger Facility Charge Funds

Business Development & Procurement Services

6. Authorize a two-year service contract to facilitate telephone town hall meetings with Telephone Town Hall Meeting, Inc. through an Interlocal Agreement with the City of Plano - Not to exceed \$249,600 - Financing: Current Funds (subject to annual appropriations)
7. Authorize a five-year service contract for janitorial services for the Office of Cultural Affairs facilities - ACT Event Services, Inc. in the amount of \$2,729,916 and Member's Building Maintenance, LLC in the amount of \$5,655,104, most advantageous proposers of six - Total not to exceed \$8,385,020 - Financing: Current Funds (\$8,342,520) and Municipal Radio Current Funds (\$42,500) (subject to annual appropriations)
8. Authorize the purchase of 198 recycling dumpsters for Sanitation Services with Roll Offs, USA, Inc. through the Texas Association of School Boards - Not to exceed \$159,940 - Financing: Sanitation Current Funds
9. Authorize the sale of one 2002 Sterling TT9500 Fuel Tank Truck through a public auction on May 24, 2017, to Mashid Ahmadi, highest bidder - Revenue: \$20,250
10. Authorize a three-year master agreement for printed utility bill inserts - Nieman Printing, Inc., lowest responsible bidder of five - Not to exceed \$552,744 - Financing: Water Utilities Current Funds
11. Authorize a three-year master agreement for steel and aluminum used for construction, maintenance, and repairs - Garland Steel, Inc., lowest responsible bidder of two - Not to exceed \$1,984,202 - Financing: Current Funds (\$1,324,714), Water Utilities Current Funds (\$278,392), Convention and Event Services Current Funds (\$194,115), Sanitation Current Funds (\$158,606), Stormwater Drainage Management Current Funds (\$28,116), and Aviation Current Funds (\$259)

CONSENT AGENDA (continued)**Business Development & Procurement Services** (continued)

12. Authorize a three-year master agreement for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment - Environmental Improvements, Inc. in the amount of \$1,086,260, Hartwell Environmental Corporation in the amount of \$508,900, Simba Industries in the amount of \$259,000, Cole-Parmer Instrument Company LLC in the amount of \$87,000, Fin-Tek Corporation in the amount of \$68,500, and Municipal Valve & Equipment Company, Inc. in the amount of \$13,500, lowest responsible bidders of seven - Total not to exceed \$2,023,160 - Financing: Water Utilities Current Funds

City Attorney's Office

13. Authorize settlement of the lawsuit styled Albert Butler v. City of Dallas et al., Civil Action No. 3:14-CV-1991-B - Not to exceed \$45,000 - Financing: Current Funds
14. Authorize settlement of the lawsuit styled Annetta Dees v. Joseph Thomason, Civil Action No. 3:15-CV-3237-K - Not to exceed \$60,000 - Financing: Current Funds

Communication and Information Services

15. Authorize a twelve-month service agreement for renewal of software use and support of the Socrata Open Data Portal - Carahsoft Technology Corp, through the U.S. General Service Administration procurement price list - Not to exceed \$280,176 - Financing: Current Funds

Economic Development

16. Authorize **(1)** a public hearing to be held on August 9, 2017, to receive comments concerning the creation of the North Lake Highlands Public Improvement District (the "District"), in accordance with Chapter 372 of the Texas Local Government Code, ("the Act") for the specified area of the District, for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and at the close of the public hearing **(2)** a resolution approving creation of the District for seven years and approval of the District's Service Plan for 2018-2024 - Financing: No cost consideration to the City

Housing & Neighborhood Revitalization

17. Authorize an amendment to Resolution No. 15-2137, previously approved on November 10, 2015, for a conditional grant agreement with SDC Compton Housing, LP, to extend the agreement from March 31, 2017 to December 31, 2017 for the project in South Dallas located on Fran Way near 8th and Corinth Streets - Financing: No cost consideration to the City

CONSENT AGENDA (continued)**Housing & Neighborhood Revitalization** (continued)

18. Authorize **(1)** an amendment to Resolution No. 16-1387, previously approved on August 24, 2016 to (a) increase appropriations by \$1,113,607 from \$1,500,000 to \$2,613,607 for FY 2016 Healthy Community Collaborative (HCC) grant to align with a revision by the Health and Human Services Commission (HHSC) changing the award amount to the City of Dallas from \$1,500,000 to \$2,613,607 in the HHSC-Health Community Collaborative Grant Fund; (b) correct the private 1:1 cash match for the FY 2016 HCC grant allocation from \$1,500,000 to \$2,613,607; (c) decrease appropriations by \$1,113,607, from \$2,613,607 to \$1,500,000 for FY 2017 HCC grant appropriation to align with a revision by the HHSC changing the award amount from \$2,613,607 to \$1,500,000 in the HHSC-Health Community Collaborative Grant Fund; and (d) correct the private 1:1 cash match for the FY 2017 HCC grant allocation from \$2,613,607 to \$1,500,000; **(2)** application and acceptance of FY 2018 HCC grant from HHSC (Contract No. 2016-049507-001A, Amendment No. 1) to provide services to the homeless through HCC grant in the amount of \$1,500,000 for the period of September 1, 2017 through August 31, 2018 and to (a) provide private 1:1 cash match in an amount not to exceed \$1,500,000; (b) receive and deposit funds in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC-FY 2018 Healthy Community Collaborative Grant Fund; and (c) establish appropriations in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC FY 2018 Healthy Community Collaborative Grant Fund; and **(3)** execution of the grant agreement - Not to exceed \$1,500,000 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds

Library

19. Authorize an Interlocal Agreement, pursuant to Chapter 791 "Interlocal Cooperation Act" of the Texas Government Code, between the City of Dallas and the Town of Addison for the provisions of public library services available through the Dallas Public Library to benefit the Town of Addison and its residents in the same manner as Dallas residents through the issuance of new and renewal annual non-resident Dallas Library Cards at a rate of \$250 per card in accordance with Chapter 24, Sec. 24-4 Public Library Fees and Charges - Financing: No cost consideration to the City

Mobility and Street Services

20. Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the Department of Transportation Federal Highway Administration to provide cost reimbursement for material and labor costs incurred by the City of Dallas for timing changes, modification and maintenance of traffic signals for TxDOT's project along the U.S. Highway 67 and Interstate Highway 35E corridor (list attached); **(2)** the receipt and deposit of funds in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund in an amount not to exceed \$405,425; **(3)** the establishment of appropriations in an amount not to exceed \$405,425 in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund; and **(4)** execution of the Interlocal Agreement - Not to exceed \$405,425 - Financing: Texas Department of Transportation Grant Funds

CONSENT AGENDA (continued)**Mobility and Street Services** (continued)

21. Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to establish responsibilities for the design-build of the Southern Gateway Public Green for the deck structure for Phase 1 and foundations for Phase I and Phase 2; **(2)** an Operation and Maintenance Agreement with TxDOT for Southern Gateway Public Green; **(3)** an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over Interstate Highway 35E corridor from Marsalis Avenue to Ewing Avenue for the Southern Gateway Public Green; and **(4)** a Memorandum of Understanding with the Regional Transportation Council (RTC) regarding the use of Transportation Development Credits (TDCs) to cover the local match commitment for the Southern Gateway Public Green - Financing: No cost consideration to the City
22. Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant in the amount of \$1,288,470 as Federal and State Participation to design, upgrade, and construct five traffic signals and associated off-system intersection improvements at Lombardy Lane and Brockbank Drive, Illinois Avenue and Vernon Avenue, Ferguson Road and Maylee Boulevard/Shiloh Road, Cedar Springs Road and Douglas Avenue, Olive Street and San Jacinto Street; **(2)** a required local match in the amount of \$149,435 to be issued as a warrant check for State construction costs and other State direct costs; and **(3)** an additional required local match identified for design of the traffic signals in the amount of \$111,677, previously approved on June 14, 2017, by Resolution No. 17-0931 - Total not to exceed \$1,549,582 - Financing: Texas Department of Transportation Grant Funds (\$1,288,470) and Current Funds (\$149,435)
23. Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant in the amount of \$1,797,304 as Federal and State Participation to fund the design, upgrade and construct six traffic signals and associated off-system intersection improvements at Illinois Avenue and Kiest Boulevard, Mockingbird Lane and Williamson Road, Elam Road and Prairie Creek Road, Illinois Avenue and Corinth Street, Jefferson Boulevard and Westmoreland Road, and Martin Luther King, Jr. Boulevard and Holmes Street; **(2)** a required local match in the amount of \$208,496 to be issued as a warrant check for State construction costs and other State direct costs; and **(3)** an additional required local match identified for design of the traffic signals in the amount of \$148,012, previously approved on June 14, 2017, by Resolution No. 17-0931 - Total not to exceed \$2,153,812 - Financing: Texas Department of Transportation Grant Funds (\$1,797,304) and Current Funds (\$208,496)

CONSENT AGENDA (continued)**Mobility and Street Services (continued)**

24. Authorize **(1)** the City of Dallas to assume responsibility for operation and maintenance of State Highway Loop 354 (Harry Hines Boulevard) from Interstate Highway (IH) 35E to Loop 12 in Dallas; **(2)** a request to the Texas Department of Transportation to remove State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 from the State Highway System to facilitate the construction of a 72-inch water transmission main in Harry Hines Boulevard from Walnut Hill Lane to just south of the Webb Chapel Extension; **(3)** the transfer of \$12,300,000 from the City of Dallas, Water Utilities Capital Construction Fund to the City of Dallas, Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund for future roadway maintenance in three annual installments of \$4,100,000, in an amount not to exceed \$12,300,000; and **(4)** the establishment of appropriations in an amount not to exceed \$4,100,000 in the Resurfacing and Reconstruction Improvements Fund - Financing: Water Utilities Capital Construction Funds

Medical District Drive from Interstate Highway 35E to Southwestern Medical Avenue ***Note:** Item Nos. 25 and 26 must be considered collectively.

25. * Authorize **(1)** the second amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from Interstate Highway (IH) 35E to Southwestern Medical Avenue; and **(2)** payment to Dallas County for the City's share of additional drainage construction costs for Medical District Drive from IH 35E to Southwestern Medical Avenue - Not to exceed \$300,000 - Financing: 2006 Bond Funds
26. * Authorize an amendment to the license agreement with Dallas Area Rapid Transit to allow for installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction - Financing: No cost consideration to the City
27. Authorize Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation to provide additional engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street - Not to exceed \$149,386, from \$3,055,464 to \$3,204,850 - Financing: 2006 Bond Funds

Office of Cultural Affairs

28. Authorize **(1)** the acceptance of a donated sculpture, valued at \$400,000, honoring officers of the Dallas Police Department and the Dallas Area Rapid Transit Police Department whose lives were lost in the line of duty on July 7, 2016, to be located at Jack Evans Police Headquarters, 1400 South Lamar Street; **(2)** the receipt and deposit of funds from the Dallas Memorial for the Fallen Police Officers in an amount not to exceed \$40,000; **(3)** an increase in appropriations in an amount not to exceed \$40,000 in the Office of Cultural Affairs Gifts and Donations Fund; and **(4)** a contract with the artist Barvo Walker to support future maintenance and conservation needs of the sculpture - Not to exceed \$40,000 - Financing: Office of Cultural Affairs Gifts and Donations Funds

CONSENT AGENDA (continued)**Park & Recreation**

29. Authorize an increase in the contract with Northstar Construction, LLC to add increased scope of work associated with the Runyon Creek Trail located between Glendale Park to the new Singing Hills Recreation Center - Not to exceed \$213,626, from \$2,354,100 to \$2,567,726 - Financing: General Obligation Commercial Paper Funds
30. Authorize a public hearing to be held on August 9, 2017 to receive comments on the proposed use of a portion of Elm Fork Shooting Sports and the Luna Vista Golf Course in the Elm Fork Greenbelt, totaling approximately 155,182 square feet of land, by the Trinity River Authority of Texas for the sewer interceptor rehabilitation project - Financing: No cost consideration to the City

Sanitation Services

31. Authorize ordinances granting five franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$10,080

Sustainable Development and Construction

32. Authorize acquisition from Dallas Independent School District, of two tracts of land containing a total of approximately 20,843 square feet located near the intersection of Pensive and Ponder Drives for the Northaven Trail Project - Not to exceed \$110,000 (\$105,000, plus closing cost and title expenses not to exceed \$5,000) - Financing: Capital Gifts, Donation, and Development Funds
33. Authorize acquisition from Fairhill School, of a wastewater easement of approximately 6,399 square feet of land located near the intersection of Preston and Davenport Roads for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$40,000 (\$37,000, plus closing costs and title expenses not to exceed \$3,000) - Financing: Water Utilities Capital Construction Funds
34. Authorize **(1)** the quitclaim of 52 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale to the highest bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Revenue: \$759,760
35. A resolution authorizing the conveyance of a wastewater easement containing approximately 584 square feet to the City of Garland for the construction, maintenance and use of drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Sea View and Lakebreeze Drives - Revenue: \$1,000

CONSENT AGENDA (continued)**Sustainable Development and Construction** (continued)

36. An ordinance granting a revocable license to Latin Deli Corporation for the use of approximately 128 square feet of land to occupy, maintain, and utilize a sidewalk cafe and four planters on a portion of Market Street right-of-way, located near the intersection of Commerce and Market Streets - Revenue: \$200 annually and \$100 one-time fee, plus the \$20 ordinance publication fee
37. An ordinance abandoning a water and sanitary sewer easement to Hopkins Walnut Hill Plaza, LTD., the abutting owner, containing approximately 10,250 square feet of land, located near the intersection of Marsh and Walnut Hill Lanes - Revenue: \$5,400, plus the \$20 ordinance publication fee
38. An ordinance abandoning an alley to Epic Dallas Office, LP, Epic Dallas Phase 2, LP, Epic Dallas Residential, LP and Epic Dallas Hotel, LP, the abutting owners, containing approximately 14,675 square feet of land, located near the intersection of Good Latimer Expressway and Pacific Avenue, authorizing the quitclaim; and providing for the dedication of approximately 745 square feet of needed land for street right-of-way - Revenue: \$1,114,400, plus the \$20 ordinance publication fee

Trinity Watershed Management

39. Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of three, for construction of Erosion Control Improvements Package A for 15 erosion control improvement projects (list attached) - Not to exceed \$3,263,790 - Financing: 2006 Bond Funds (\$205,105) and 2012 Bond Funds (\$3,058,685)
40. Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of two, for construction of Erosion Control Improvements Package B for 18 erosion control improvement projects (list attached) - Not to exceed \$6,374,483 - Financing: 2012 Bond Funds (\$5,457,492) and Water Utilities Capital Improvement Funds (\$916,991)
41. Authorize a contract with Vescorp Construction, LLC dba Chavez Concrete Cutting, lowest responsible bidder of seven, for the construction of storm drainage improvements on Shorecrest Drive (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue and Bowser Avenue area - Not to exceed \$1,664,457 - Financing: 2003 Bond Funds
42. Authorize an increase in the construction services contract with North Texas Contracting, Inc. for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for the Westmoreland Hampton Sump Drainage Improvements Project - Not to exceed \$459,698, from \$6,334,975 to \$6,794,673 - Financing: 2006 Bond Funds

CONSENT AGENDA (continued)**Trinity Watershed Management (continued)**

43. A resolution authorizing the conveyance of a utility easement containing approximately 25,615 square feet of land to Southwestern Bell Telephone Company d/b/a AT&T Texas for the construction, use, and maintenance of communication and information facilities across City-owned land located at Elam Road near its intersection with Pemberton Hill Road - Financing: No cost consideration to the City
44. An ordinance abandoning South Longacre Lane to the City of Dallas, the abutting owner, containing approximately 40,736 square feet of land, located at its intersection with Great Trinity Forest Way for the Trinity River Corridor Project - Audubon Center - Revenue: \$5,400, plus the \$20 ordinance publication fee

Water Utilities

45. Authorize an engineering services contract with DAL-TECH Engineering, Inc. to provide engineering and construction phase services for the off-site residuals lagoon facility improvements at the East Side Water Treatment Plant - Not to exceed \$1,111,044 - Financing: Water Utilities Capital Improvement Funds
46. Authorize a contract for the construction of a new elevated water storage tank located near Forest Lane and Plano Road and the demolition of the existing elevated tank - Landmark Structures I, L.P., lowest responsible bidder of two - Not to exceed \$5,591,000 - Financing: Water Utilities Capital Improvement Funds
47. Ratify the emergency purchase and installation of a valve on a 60-inch force main at the Cadiz Street Pump Station with Archer Western Construction, LLC - Not to exceed \$399,297 - Financing: Water Utilities Capital Improvement Funds
48. Authorize an increase in the contract with S. J. Louis Construction of Texas - Southland Contracting JV for additional work associated with the East Bank-West Bank Wastewater Interceptor Connection project - Not to exceed \$2,009,534, from \$25,624,991 to \$27,634,525 - Financing: Water Utilities Capital Improvement Funds

ITEMS FOR INDIVIDUAL CONSIDERATION**City Secretary's Office**

49. Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)

ITEMS FOR INDIVIDUAL CONSIDERATION (continued)**Aviation**

50. Authorize **(1)** the Love Field Airport Modernization Corporation (LFAMC) to enter into the Second Supplemental Trust Indenture with Wells Fargo to allow funds from the Love Field Airport Modernization Corporation (LFAMC), the City of Dallas or Southwest Airlines Co. to be deposited to the credit of the LFAMC Construction Account held in trust by Wells Fargo Bank, National Association to pay costs related to the expansion of the Checked Baggage Reconciliation Area (CBRA) in the terminal building at Dallas Love Field; and **(2)** the transfer of \$8,853,000 from the Aviation Capital Construction Fund to the LFAMC to be used as project funds for the design and construction of the CBRA expansion with said funds to be reimbursed from signatory airlines through an accelerated amortization of eighteen months through the annual rates and charges process outlined in the Airport Use and Lease Agreement - Not to exceed \$8,853,000 - Financing: Aviation Capital Construction Funds (to be reimbursed from the signatory airlines through the annual rates and charges process)

Office of Financial Services

51. Authorize final adoption of the FY 2017-18 HUD Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant Funds in an estimated amount of \$26,536,718 for the following programs and amounts: (a) Community Development Block Grant in the amount of \$13,258,321; (b) HOME Investment Partnerships Program in the amount of \$4,135,931; (c) Emergency Solutions Grant in the amount of \$1,211,466; (d) Housing Opportunities for Persons with AIDS in the amount of \$5,766,000; and (e) Program Income in an estimated amount of \$2,165,000 - Financing: No cost consideration to the City (This budget was developed with estimated grant amounts and will be amended once final grant allocation amounts are announced by HUD)
52. Authorize an increase in the homestead property tax exemption for persons who are disabled or 65 or older from \$64,000 to \$90,000 beginning with the 2018 tax year (fiscal year beginning October 1, 2017) - Estimated Annual Revenue Foregone: (\$-13,795,000)

Park & Recreation

53. Authorize a contract with The Fain Group, Inc., best value proposer of three, for construction of three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Beltline Road, and Samuell Grand Park located at 6200 East Grand Avenue - Not to exceed \$20,562,297 - Financing: Elgin B. Robertson Land Sale Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (continued)

ITEMS FOR FURTHER CONSIDERATION

Housing & Neighborhood Revitalization

54. Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by Confia Homes, L.L.C. for the construction of houses; **(2)** the sale of two vacant lots (list attached) from Dallas Housing Acquisition and Development Corporation to Confia Homes, L.L.C.; and **(3)** execution of a release of lien for any non-tax liens on the two properties that may have been filed by the City - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS**Sustainable Development and Construction**ZONING CASES - CONSENT

55. A public hearing to receive comments regarding an application for and an ordinance granting an Historic Overlay for One Main Place (1201 Main Street) on property zoned Planned Development District No. 619 in an area bounded by Main Street, Griffin Street, Elm Street, and Field Street with the exception of the northwest corner of Field Street and Main Street
Recommendation of Staff and CPC: Approval, subject to preservation criteria
Recommendation of Landmark Commission: Approval, subject to preservation criteria
Z167-130(LC)
56. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the east line of North Masters Drive, between Checota Drive and Oak Gate Lane
Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, elevation plan and conditions
Z167-174(WE)
57. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned Subarea 1, within Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with a D-1 Liquor Control Overlay, on the southeast corner of South Buckner Boulevard and Jennie Lee Lane
Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions
Z167-179(OTH)

PUBLIC HEARINGS AND RELATED ACTIONS (continued)**Sustainable Development and Construction** (continued)ZONING CASES - CONSENT (continued)

58. A public hearing to receive comments regarding an application for a Planned Development District for MF-2(A) Multifamily District uses on property zoned an IR Industrial Research District on the northwest line of Kimsey Drive, northeast of Maple Avenue with consideration being given to and an ordinance granting an MF-2(A) Multifamily District
Recommendation of Staff and CPC: Approval of a MF-2(A) Multifamily District in lieu of the requested Planned Development District
Z167-223(SM)
59. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the northwest corner of West Kiest Boulevard and Coombs Creek Drive
Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions
Z167-229(SM)
60. A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Services District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an A(A) Agricultural District, south of Telephone Road, east of Travis Trail
Recommendation of Staff: Approval
Recommendation of CPC: Approval, subject to deed restrictions volunteered by the applicant
Z167-243(KK)
61. A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an MF-2(A) Multifamily District on the north side of John West Road, west of La Prada Drive
Recommendation of Staff and CPC: Approval
Z167-249(OTH)
62. A public hearing to receive comments regarding an application for and an ordinance granting an MF-3(A) Multifamily District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District on the south line of Park Lane, west of Ridgecrest Road and on the southwest corner of Ridgecrest Road and Hemlock Avenue
Recommendation of Staff and CPC: Approval, subject to deed restrictions volunteered by the applicant
Z167-252(JM)

PUBLIC HEARINGS AND RELATED ACTIONS (continued)**Sustainable Development and Construction (continued)**ZONING CASES - CONSENT (continued)

63. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Tyler Street
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z167-256(OTH)
64. A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an NS(A) Neighborhood Service District, on the south side of West Wheatland Road, west of Clark Road
Recommendation of Staff and CPC: Approval
Z167-257(KK)
65. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 543 for R-7.5(A) Single Family District uses and a public school other than open-enrollment charter school with Historic Overlay No. 53 and Historic Overlay No. 120 in an area bounded by Glasgow Drive, Reiger Avenue, Paulus Avenue and Covington Lane
Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised traffic management plan, and conditions
Z167-260(OTH)

ZONING CASES - INDIVIDUAL

66. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 234 on the southeast corner of Corral Drive and Cockrell Hill Road
Recommendation of Staff and CPC: Approval, subject to a revised development plan and conditions
Z167-241(PD)

ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

67. A public hearing to receive comments regarding an application for and an ordinance granting a P(A) Parking District on property zoned an R-5(A) Single Family District on the north side of Life Avenue, east of Puget Street
Recommendation of Staff and CPC: Approval, subject to a site/landscape plan
Z156-301(OTH)
Note: This item was considered by the City Council at public hearings on May 10, 2017 and May 24, 2017, and was deferred until June 28, 2017, with the public hearing open

PUBLIC HEARINGS AND RELATED ACTIONS (continued)**Sustainable Development and Construction** (continued)ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL (continued)

68. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2099 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay and deed restrictions on the southwest corner of Great Trinity Forest Way and North Jim Miller Road
Recommendation of Staff: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions
Recommendation of CPC: Approval for a three-year period, subject to conditions
Z156-310(OTH)
Note: This item was considered by the City Council at public hearings on January 11, 2017, February 8, 2017, February 22, 2017, March 22, 2017 and May 24, 2017, and was held under advisement until June 28, 2017, with the public hearing open
69. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road
Recommendation of Staff and CPC: Approval for a two-year period, subject to a site plan and conditions
Z156-323(JM)
Note: This item was considered by the City Council at public hearings on April 12, 2017 and May 24, 2017, and was deferred until June 28, 2017, with the public hearing open
70. A public hearing to receive comments regarding an application for and **(1)** an ordinance repealing a portion of Specific Use Permit No. 98 for a quarry; **(2)** an ordinance granting a CR Community Retail District on the southeastern quadrant of the area of request; and **(3)** an ordinance granting a Planned Development District for CR Community Retail District uses on the remainder of the area of request on property zoned an NO(A) Neighborhood Office District and an IR Industrial Research District on the east side of North Westmoreland Drive, south of Interstate Highway 30
Recommendation of Staff and CPC: Approval to repeal a portion of Specific Use Permit No. 98, approval of a CR Community Retail District; and approval of a Planned Development District, subject to a development plan, landscape plan, and conditions
Z167-173(SM)
Note: This item was considered by the City Council at a public hearing on May 24, 2017, and was deferred until June 28, 2017, with the public hearing open

PUBLIC HEARINGS AND RELATED ACTIONS (continued)**Sustainable Development and Construction** (continued)DESIGNATED ZONING CASES - INDIVIDUAL

71. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 612 for residential and institutional uses, north of Grady Niblo Road, east of Spur 408
Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised landscape plan, revised traffic management plan, and conditions
Z167-211(KK)
72. A public hearing to receive comments regarding an application for and an ordinance granting a TH-3(A) Townhouse District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the west line of Leigh Ann Drive, north of West Wheatland Road
Recommendation of Staff: Denial
Recommendation of CPC: Approval, subject to deed restrictions volunteered by the applicant
Z167-212(OTH)
73. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to allow for industrial (inside) uses to Planned Development District No. 911, on the south corner of Robert B. Cullum Boulevard and Borich Street
Recommendation of Staff: Denial
Recommendation of CPC: Approval, subject to conditions
Z167-214(SM)
74. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea B within Planned Development District No. 745 for mixed uses, on the north side of Meadow Road, east of Manderville Lane
Recommendation of Staff and CPC: Approval, subject to conditions
Z167-237(KK)
75. A public hearing to receive comments regarding an application for and an ordinance granting the creation of a Subdistrict to allow a foster care use on property zoned Planned Development District No. 764, the Second Avenue Special Purpose District, on the east corner of Second Avenue and Reed Lane
Recommendation of Staff: Denial
Recommendation of CPC: Approval, subject to conditions
Z167-245(PD)

PUBLIC HEARINGS AND RELATED ACTIONS (continued)**Sustainable Development and Construction (continued)**DESIGNATED ZONING CASES - INDIVIDUAL (continued)

76. A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and an ordinance granting a Specific Use Permit for a commercial motor vehicle parking lot on property zoned an A(A) Agricultural District, on the west line of Bonnie View Road, south of Telephone Road
Recommendation of Staff: Approval of a CS Commercial Service District; and approval of a Specific Use Permit for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Recommendation of CPC: Approval of a CS Commercial Service District; and approval of a Specific Use Permit for a three-year period, subject to a site plan and conditions
Z167-253(JM)

DESIGNATED ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

77. A public hearing to receive comments regarding an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard
Recommendation of Staff: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions
Recommendation of CPC: Denial without prejudice
Z156-335(WE)
Note: This item was considered by the City Council at public hearings on January 25, 2017, February 22, 2017, and April 26, 2017, and was deferred until June 28, 2017, with the public hearing open

FLOODPLAIN APPLICATIONS

Trinity Watershed Management

78. A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 1.24 acres of the current 1.73 acres of land, located at 7580 Greenville Avenue, within the floodplain of White Rock Creek, Fill Permit 17-02 - Financing: No cost consideration to the City
79. A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.61 acres of the current 17.41 acres of land, located at 1700 Woody Road, within the floodplain of Stream 4C3, Fill Permit 17-03 - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS (continued)**FLOODPLAIN APPLICATIONS** (continued)**Trinity Watershed Management** (continued)

80. A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.045 acres of the current 0.16 acres of land, located at 2616 Pasadena Place, within the floodplain of White Rock Creek, Fill Permit 17-05 - Financing: No cost consideration to the City
81. A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.75 acres of the current 1.42 acres of land, located at 6631 Larmanda Street, within the floodplain of Caruth Creek, Fill Permit 17-06 - Financing: No cost consideration to the City

MISCELLANEOUS HEARINGS**Housing & Neighborhood Revitalization**

82. A public hearing to receive comments on the proposed sale of one unimproved property acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Innercity Community Development Corporation, a qualified non-profit organization; and, at the close of the public hearing, authorize the City Manager to: **(1)** quitclaim one unimproved property (list attached) to South Dallas Fair Park Innercity Community Development Corporation, under the House Bill 110 process of the City's Land Transfer Program; and **(2)** release the City's non-tax liens included in the foreclosure judgment together with post-judgment non-tax liens, if any - Revenue: \$1,000

Office of Environmental Quality

83. A public hearing to receive comments on a proposed municipal setting designation ordinance to prohibit the use of designated groundwater as potable water beneath property owned by Deep Ellum Hall, LLC, located near the intersection of South Hall Street and Jeffries Street and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation certificate to Deep Ellum Hall, LLC, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
Recommendation of Staff: Approval

PUBLIC HEARINGS AND RELATED ACTIONS (continued)

MISCELLANEOUS HEARINGS (continued)

Office of Environmental Quality (continued)

84. A public hearing to receive comments on a proposed municipal setting designation ordinance to prohibit the use of designated groundwater as potable water beneath property owned by Radical 1530 Inspiration LP, Radical 1300 Inspiration LP, Radical 1323 Stemmons LP, Metroplex Design District, LLC, and Howard Lawson, located near the intersection of Inspiration Drive and Slocum Street and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation certificate to Radical 1530 Inspiration LP, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
Recommendation of Staff: Approval

Sustainable Development and Construction

85. A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Kennemer Middle School, required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's permit (Chapter 25) for a general merchandise or food store with 10,000 square feet or more floor area [Lidl US, LLC] on the south line of West Wheatland Road, west of Clark Road and the west line of Clark Road, south of West Wheatland Road - AV167-002 - Financing: No cost consideration to the City

MISCELLANEOUS HEARINGS - DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development

86. A public hearing to receive comments concerning the renewal of the Knox Street Public Improvement District (the "District"), in accordance with Chapter 372 of the Texas Local Government Code ("the Act"), for the specified area of the Knox Street Public Improvement District area, for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and, at the close of the public hearing authorize **(1)** approval of a resolution renewing the Knox Street Public Improvement District for a period of seven years; **(2)** approval of the Service Plan for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and **(3)** a management contract with the Knox Street Improvement District Corporation, a non-profit corporation as the management entity for the Knox Street Public Improvement District - Financing: No cost consideration to the City

City of Dallas Signalized Intersections Impacted by the Southern Gateway Project
Agenda Item # 20

City will provide traffic signal equipment (traffic signal cabinets, controllers, etc) and signage (street name blades), and/or provide emergency and other maintenance or assistance as needed, coordinate traffic control, and monitor and adjust traffic signal timings at the following locations:

<u>Major Thoroughfare</u>	<u>Cross Street</u>	<u>Council Mapsco</u>	<u>District</u>
IH-35E	Illinois Avenue	54U	1, 4
IH-35E	Marsalis Avenue	55E	1, 4
IH-35E	Ewing Avenue	55E	1, 4
IH-35E	East 8th Street	55A	1, 4
IH-35E	12th Street*	54H	1, 4
IH-35E	Kiest Boulevard	54Y	4
IH-35E Northbound Service Road	10th Street	55A	1, 4
US Highway 67	Hampton Road	63R	3
Beckley Avenue	12th Street	54H	1
Zang Boulevard	Yarmouth Street	54M	1

*Planned temporary and/or new permanent signalized intersection.

City will monitor and adjust traffic signal timings as needed at the following locations:

<u>Major Thoroughfare</u>	<u>Cross Street</u>	<u>Mapsco</u>	<u>Council District</u>
12th Street	Bishop Avenue	54G	1
12th Street	Llewellyn Avenue	54G	1
Beckley Avenue	Clarendon Drive	54M	4
Beckley Avenue	Colorado Boulevard	44Z	1
Beckley Avenue	Commerce Street	44R	6
Beckley Avenue	Davis Street	54D	1
Beckley Avenue	Greenbriar Lane	44V	1
Beckley Avenue	IH-30	44V	1, 6
Beckley Avenue	Illinois Avenue	54V	4
Beckley Avenue	Jefferson Boulevard	54H	1
Beckley Avenue	Kiest Boulevard	54Z	4
Beckley Avenue	Methodist Hospital	44Z	1
Beckley Avenue	Saner Avenue	54V	4
Beckley Avenue	Zang Boulevard	44Z	1
Illinois Avenue	Nicholson Drive	54U	1, 4
Kiest Boulevard	Conway Street	54Y	4

City of Dallas Signalized Intersections Impacted by the Southern Gateway Project
Agenda Item # 20 (continued)

**City will monitor and adjust traffic signal timings as needed at the following locations:
(continued)**

<u>Major Thoroughfare</u>	<u>Cross Street</u>	<u>Mapsco</u>	<u>Council District</u>
Marsalis Avenue	12th Street	55E	1
Marsalis Avenue	8th Street	55A	1
Marsalis Avenue	Colorado Boulevard	45W	1
Marsalis Avenue	Illinois Avenue	55S	4
Marsalis Avenue	Kiest Boulevard	55W	4
Marsalis Avenue	Saner Avenue	55S	4
Marsalis Avenue	Winters Street	55J	4
Marsalis Avenue	Jefferson Boulevard	55A	1
Polk Street	10th Street	54F	1
Polk Street	12th Street	54F	1
Polk Street	Davis Street	54B	1
Polk Street	Jefferson Boulevard	54F	1
Polk Street	Kiest Boulevard	54X	4
Polk Street	King's Highway	54B	1
Polk Street	Pentagon Parkway	64F	4
Polk Street	Saner Avenue	54T	4
Sylvan Avenue	Colorado Boulevard	44X	1
Sylvan Avenue	Fort Worth Avenue	44T	6
Sylvan Avenue	IH 30	44T	6
Sylvan Avenue	Kessler Parkway	44T	1
Sylvan Avenue	Private Drive at 1830 Sylvan Avenue	44T	6
Tyler Street	10th Street	54F	1
Tyler Street	12th Street	54F	1
Tyler Street	Clarendon Drive	54K	1
Tyler Street	Davis Street	54B	1
Tyler Street	Jefferson Boulevard	54F	1
Vernon Avenue	Illinois Avenue	54T	1, 4
Zang Boulevard	10th Street	54H	1
Zang Boulevard	12th Street	54H	1
Zang Boulevard	Clarendon Drive	54M	1
Zang Boulevard	Colorado Boulevard	44Z	1
Zang Boulevard	Davis Street	54D	1
Zang Boulevard	Illinois Avenue	54U	1, 4
Zang Boulevard	Jefferson Boulevard	54H	1
Zang Boulevard	Louisiana Avenue	54Q	1
Zang Boulevard	Saner Avenue	54U	4

Franchises for Solid Waste Collection and Hauling
Agenda Item # 31

<u>Franchise Haulers</u>	<u>Estimated Annual Franchise Revenue</u>
Hazmat Environmental Services, Inc. dba Trans-Environmental Services, LLC	\$ 4,800.00
MIKO TRUCKING INC	\$ 1,200.00
Nemias Lopez dba Texas Haulers	\$ 1,920.00
VRC Demolition LLC	\$ 1,680.00
Wellkept Property Services, LLC	<u>\$ 480.00</u>
Total	\$10,080.00

Tax Foreclosed and Seizure Warrant Property Resales
Agenda Item # 34

<u>Parcel No.</u>	<u>Address</u>	<u>Vac/ Imp</u>	<u>Council District</u>	<u>Zoning</u>	<u>Parcel Size</u>	<u>Struck off Amount</u>	<u># Bids Rec'd</u>	<u>Minimum Bid Amount</u>	<u>Highest Bid Amount</u>	<u>DCAD</u>	<u>Highest Bidder</u>
1	2433 56TH	V	8	R-5(A)	.4857	\$14,400.00	17	\$2,000.00	\$19,000.00	\$14,400.00	Corrie Harbert
2	2111 Arden	V	8	R-7.5(A)	.1603	\$3,517.00	16	\$2,000.00	\$12,529.03	\$9,000.00	KW New Vision Properties and Land, Inc.
3	3035 Arizona	V	4	R-7.5(A)	.1686	\$15,000.00	23	\$2,000.00	\$22,100.00	\$15,000.00	Suzie Morris dba Morris Developers
4	2928 Bardwell	V	4	R-7.5(A)	.1721	\$14,810.00	9	\$2,000.00	\$10,790.00	\$14,810.00	Wendell Lockhart
5	5651 Bon Air	V	8	R-7.5(A)	.2754	\$17,688.00	5	\$2,000.00	\$4,364.00	\$26,220.00	Ashley Black
6	4134 Bonnie View	V	4	R-5(A)	.2424	\$10,000.00	4	\$2,000.00	\$8,675.00	\$10,000.00	Lee J. Schmitt
7	4519 Bradshaw	V	7	PD 595	.1182	\$27,930.00	10	\$5,00.00	\$5,550.00	\$27,930.00	Texas Auctions DFW, LLC
8	4626 Bradshaw	V	7	PD-595	.1147	\$13,922.00	9	\$1,000.00	\$3,444.00	\$10,880.00	Title & Title Properties, LLC
9	1514 Carson	V	4	R-7.5(A)	.1610	\$11,500.00	11	\$2,000.00	\$17,000.00	\$11,500.00	Corrie Harbert
10	3530 Cauthorn	V	7	PD-595	.1618	\$11,669.00	7	\$500.00	\$2,500.00	\$23,600.00	Jose Gonzalez
11	3741 Central	V	7	PD-595	.0867	\$3,400.00	5	\$1,000.00	\$5,500.00	\$3,400.00	Artest Cole
12	1215 Claude	V	4	R-5(A)	.1663	\$32,240.00	8	\$2,000.00	\$7,999.90	\$31,980.00	Kantering LLC
13	5019 COLONIAL	V	7	PD-595	.2407	\$9,440.00	7	\$2,000.00	\$6,759.00	\$9,440.00	Title & Title Properties, LLC
14	4627 Corregidor	V	7	R-5(A)	.1618	\$2,000.00	4	\$1,000.00	\$6,351.00	\$2,000.00	Jeffrey Ware
15	4508 Cranfill	V	4	R-7.5(A)	.3413	\$12,000.00	1	\$2,000.00	\$2,200.00	\$12,000.00	Jamela Siddiqi
16	2941 Darby	I	5	R-7.5(A)	.2258	\$60,320.00	11	\$30,000.00	\$71,000.00	\$60,320.00	Cristina Leyva
17	4603 Electra	V	7	PD-595	.1147	\$28,200.00	17	\$500.00	\$9,999.50	\$28,200.00	Kantering LLC
18	402 Elmore	V	4	R-7.5(A)	.1605	\$22,350.00	7	\$2,000.00	\$11,000.00	\$22,350.00	Keith C. Scott
19	2310 Exeter	V	4	R-7.5(A)	.1405	\$6,900.00	12	\$1,000.00	\$18,000.00	\$6,900.00	Corrie Harbert
20	6151 Farnsworth	V	3	R-7.5(A)	.2152	\$25,600.00	14	\$2,000.00	\$11,000.00	\$12,000.00	Diana I. Celis
21	1639 Garden	I	7	PD-595	.1147	\$27,240.00	7	\$10,000.00	\$15,777.00	\$27,240.00	Jomel MTG, LLC
22	4126 Gladewater	V	4	R-7.5(A)	.1731	\$1,482.00	11	\$2,000.00	\$8,175.00	\$6,900.00	Lee J. Schmitt
23	2712 Gould	V	7	PD-595	.1434	\$1,510.00	15	\$2,000.00	\$13,568.00	\$15,630.00	Scrumptious LLC
24	3514 Hancock	V	7	R-5(A)	.0587	\$2,560.00	1	\$1,000.00	\$2,010.00	\$2,560.00	Joseph Levingston
25	3803 Harlingen	V	6	R-5(A)	.1580	\$2,546.00	19	\$2,000.00	\$26,000.00	\$12,000.00	Suzie Morris dba Morris Developers
26	2905 Holmes	V	7	PD-595	.1784	\$19,440.00	15	\$2,000.00	\$14,999.99	\$19,440.00	Andor Properties, LLC
27	2935 Kavasara	V	8	R-5(A)	.1399	\$6,277.00	11	\$500.00	\$5,075.00	\$10,000.00	Cameron Simmons
28	1514 Kingsley	V	4	R-7.5(A)	.1877	\$10,998.00	15	\$2,000.00	\$15,103.00	\$10,000.00	Zarina Persaud
29	6760 La Grange	I	8	R-5(A)	.215	\$34,830.00	18	\$20,000.00	\$55,000.00	\$49,760.00	Melake Belai
30	8326 Lake Anna	V	8	R-7.5(A)	.2393	\$17,500.00	13	\$2,000.00	\$15,100.00	\$17,500.00	Diana I. Celis
31	2524 Marjorie	V	4	R-7.5(A)	.3920	\$12,620.00	10	\$1,000.00	\$9,990.00	\$12,810.00	Gloria Figueroa and Kevin A. Velasquez
32	2431 Marjorie	V	4	R-7.5(A)	.0836	\$3,640.00	2	\$1,000.00	\$1,200.00	\$3,640.00	Jamela Siddiqi
33	2812 Materhorn	V	9	MH(A)	.1928	\$72,010.00	15	\$3,000.00	\$37,229.00	\$77,530.00	David Anderson
34	2815 McDermott	V	7	PD-595	.1537	\$8,590.00	6	\$1,000.00	\$3,131.00	\$5,000.00	County Land and Water LLC
35	2230 Moffatt	V	4	R-7.5(A)	.1633	\$1,745.00	13	\$1,000.00	\$11,990.00	\$6,900.00	Gloria Figueroa and Kevin A. Velasquez
36	2322 Moffatt	V	4	R-7.5(A)	.1615	\$2,181.00	10	\$1,000.00	\$7,250.00	\$6,900.00	Texas Auctions DFW, LLC
37	2226 Moffatt	V	4	R-7.5(A)	.1608	\$1,841.00	9	\$1,000.00	\$11,999.00	\$6,900.00	Gloria Figueroa and Kevin A. Velasquez
38	1439 Overton	I	4	R-7.5(A)	.1925	\$28,240.00	16	\$10,000.00	\$31,556.00	\$28,240.00	George M. Edwards and Teresa R. Edwards
39	1409 Pennsylvania	V	7	PD-595	.1769	\$10,363.00	19	\$2,000.00	\$25,999.99	\$19,280.00	Andor Properties, LLC

Tax Foreclosed and Seizure Warrant Property Resales
Agenda Item # 34 (continued)

<u>Parcel No.</u>	<u>Address</u>	<u>Vac/ Imp</u>	<u>Council District</u>	<u>Zoning</u>	<u>Parcel Size</u>	<u>Struck off Amount</u>	<u># Bids Rec'd</u>	<u>Minimum Bid Amount</u>	<u>Highest Bid Amount</u>	<u>DCAD</u>	<u>Highest Bidder</u>
40	1929 Red Cloud	I	5	TH-3(A)	.0724	\$21,142.00	10	\$10,000.00	\$27,760.00	\$31,210.00	Jason Raofpur
41	4515 Roberts	V	7	PD-595	.1147	\$16,630.00	7	\$1,000.00	\$3,333.00	\$6,000.00	Title & Title Properties, LLC
42	4041 Robertson	V	8	R-5(A)	.1766	\$7,000.00	10	\$2,000.00	\$12,529.00	\$10,000.00	David Anderson
43	2718 Silkwood	I	7	PD-595	.1376	\$14,940.00	5	\$7,000.00	\$13,800.00	\$14,940.00	Jose Gonzalez
44	1 Sparrow	V	8	FP(AA)	10.34	\$9,468.51	13	\$7,500.00	\$30,112.00	\$41,360.00	JLK Global (aka 2000 Plainfield) Investment, LLC
45	3639 Spring	V	7	PD-595	.0441	\$5,000.00	2	\$1,000.00	\$1,850.00	\$5,000.00	Jose Gonzalez
46	2702 Springdale	V	7	PD-595	.0915	\$3,750.00	3	\$1,000.00	\$1,850.00	\$3,750.00	Jose Gonzalez
47	3327 Springview	V	4	R-7.5(A)	.2793	\$10,000.00	5	\$2,000.00	\$10,851.00	\$10,000.00	Gloria Figueroa and Kevin A. Velasquez
48	3038 Springview	V	4	R-7.5(A)	.2630	\$10,000.00	5	\$2,000.00	\$10,951.00	\$10,000.00	Gloria Figueroa and Kevin A. Velasquez
49	2429 Talco	V	8	R-5(A)	.1653	\$1,866.00	9	\$2,000.00	\$12,529.00	\$9,000.00	David Anderson
50	6495 Tumbling Creek	V	8	R-5(A)	.1598	\$37,220.00	11	\$2,000.00	\$8,501.50	\$37,220.00	Kantering LLC
51	1213 Walmsley	V	6	R-7.5(A)	.1532	\$58,170.00	22	\$2,000.00	\$53,529.00	\$59,340.00	David Anderson
52	3518 York	V	7	PD-595	.1492	\$1,640.00	8	\$1,000.00	\$5,250.00	\$3,250.00	Texas Auctions DFW, LLC

Erosion Control Improvements Package A
Agenda Item # 39

<u>Erosion Control Groups</u>	<u>Council District</u>	<u>Construction Cost</u>
<u>Group 8</u>		
705 W. Colorado Boulevard	1	\$136,786.50
3435 W. Clarendon Drive	1	\$ 86,193.00
445 N. Cavender Street	1	\$ 86,193.00
3431 Kiesthill Drive	3	\$212,400.00
3721 Blue Ridge Boulevard	3	\$104,064.00
<u>Group 9A</u>		
2671/2675/2679/2683 Deep Hill Circle	3	\$694,627.00
922 W. Five Mile Parkway	4	\$327,596.00
<u>Group 10</u>		
3817 S. Hampton Road	3	\$294,073.00
5810/5816 Caracas Drive	3	\$306,087.00
2733 Bainbridge Drive	3	\$ 67,232.00
2709 Blackstone Drive	3	\$232,677.00
2729 Blackstone Drive	3	\$185,798.00
2745 Blackstone Drive	3	\$244,231.00
<u>Group 11</u>		
Martin Weiss Park Site 1 Pavillion	1	\$ 82,292.00
<u>Group 14</u>		
845 N. Oak Cliff	1	\$203,540.00

Erosion Control Improvements Package B
Agenda Item # 40

<u>Erosion Control Groups</u>	<u>Council District</u>	<u>Construction Cost</u>
<u>Group 2</u>		
7832 & 7920 Royal Lane	11	\$452,630.50
6121, 6123, 6125, 6127, 6139, 6141 Summer Creek Circle	13	\$207,805.00
<u>Group 4</u>		
8849 Fair Oaks Crossing	10	\$250,606.00
Rocky Branch @ Middle Downs Site 1 - 4	10	\$501,751.00
9730 Whitehurst Drive	10	\$317,954.75
<u>Group 6</u>		
9233 Church Road	10	\$317,904.50
6607, 6615, 6621 Mercedes Avenue	9	\$182,799.50
1251 Tranquilla Drive	9	\$124,497.50
8668 & 8656 Langdale Circle	10	\$807,643.00
10741 N. Lanett Circle	10	\$303,955.00
10836, 10840, 10844 Meadowcliff Lane	10	\$526,635.00
<u>Group 8</u>		
5910 Cedar Springs	2	\$180,121.00
2488 Wildoak Drive	7	\$111,287.00
8109 Skillman	10	\$283,923.00
<u>Group 11</u>		
Abrams Road Bridge	10	\$112,423.50
Harry Moss Park	10	\$171,469.50
Anderson Bonner Park Site 1	11	\$473,706.50
Kiowa Parkway Hike/Bike Trail	11	\$130,380.00
<u>Group 11 (DWU)</u>		
Harry Moss Park	10	\$ 60,675.25
Anderson Bonner Park Site 1	11	\$856,315.50

**Land Bank (DHADC) Sale of Lots to
Confia Homes, L.L.C.**
Agenda Item # 54

<u>Property Address</u>	<u>Mapsco</u>	<u>Council District</u>	<u>Amount of Non-Tax Liens</u>
1. 1956 McBroom	44J	6	\$ 9,309.57
2. 1915 Duluth	44N	6	\$11,229.18

Tax Foreclosure and Seizure Property Resale
Agenda Item # 82

<u>Parcel No.</u>	<u>Address</u>	<u>Non-Profit Organization</u>	<u>DCAD Mapsco</u>	<u>Amount</u>	<u>Sale Amount</u>	<u>Vac/ Imp</u>	<u>Zoning</u>
1.	4000 Metropolitan	South Dallas Fair Park Innercity Community Development Corporation	46R	\$5,000	\$1,000	V	PD-595

EXECUTIVE SESSION NOTICE

A closed executive session may be held if the discussion of any of the above agenda items concerns one of the following:

1. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]
2. deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.072]
3. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.073]
4. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. [Tex. Govt. Code §551.074]
5. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Tex. Govt. Code §551.076]
6. discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Tex Govt. Code §551.087]

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			All	V	NA	NA	NA	NA	Approval of Minutes of the June 14, 2017 City Council Meeting
2			3	C	AVI	\$15,625,418.23	NA	NA	Authorize a twenty-nine years and four months lease agreement, with two five-year renewal options, of approximately 2.11 acres (91,700 square feet) of land at Dallas Executive Airport, which includes approximately 1.16 acres (50,320 square feet) of hangar/office development from DCS Aviation, LLC with the City of Dallas for the period July 1, 2017 through October 31, 2056 - Not to exceed \$15,625,419 - Financing: Aviation Current Funds (subject to annual appropriations)
3			3	C	AVI	REV \$3,000	NA	NA	Authorize a thirty-year lease agreement, with two five-year renewal options, with DCS Aviation, LLC for approximately 0.23 acres (10,000 square feet) of land at Dallas Executive Airport for aviation hangar development - Estimated Annual Revenue: \$3,000
4			2	C	AVI	\$91,000.00	45.15%	5.18%	Authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration for the Runway 18/36 Conversion Project - Not to exceed \$91,000, from \$2,241,850 to \$2,332,850 - Financing: Aviation Capital Construction Funds
5			2	C	AVI	GT	8.73%	30.16%	Authorize an increase in the construction services contract with EAS Contracting, L.P. for additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration - Not to exceed \$229,875, from \$5,769,673 to \$5,999,548 - Financing: Aviation Passenger Facility Charge Funds
6			All	C	PBD, CIS	\$249,600.00	NA	NA	Authorize a two-year service contract to facilitate telephone town hall meetings with Telephone Town Hall Meeting, Inc. through an Interlocal Agreement with the City of Plano - Not to exceed \$249,600 - Financing: Current Funds (subject to annual appropriations)
7			All	C	PBD, OCA	\$8,385,019.80	100.00%	73.95%	Authorize a five-year service contract for janitorial services for the Office of Cultural Affairs facilities - ACT Event Services, Inc. in the amount of \$2,729,916 and Member's Building Maintenance, LLC in the amount of \$5,655,104, most advantageous proposers of six - Total not to exceed \$8,385,020 - Financing: Current Funds (\$8,342,520) and Municipal Radio Current Funds (\$42,500) (subject to annual appropriations)
8			All	C	PBD, SAN	\$159,940.00	NA	NA	Authorize the purchase of 198 recycling dumpsters for Sanitation Services with Roll Offs, USA, Inc. through the Texas Association of School Boards - Not to exceed \$159,940 - Financing: Sanitation Current Funds
9			N/A	C	PBD	REV \$20,250	NA	NA	Authorize the sale of one 2002 Sterling TT9500 Fuel Tank Truck through a public auction on May 24, 2017, to Mashid Ahmadi, highest bidder - Revenue: \$20,250
10			All	C	PBD, WTR	\$552,744.00	100.00%	100.00%	Authorize a three-year master agreement for printed utility bill inserts - Nieman Printing, Inc., lowest responsible bidder of five - Not to exceed \$552,744 - Financing: Water Utilities Current Funds
11			All	C	PBD, AVI, CES, SAN, TWM, WTR	\$1,984,201.31	100.00%	0.00%	Authorize a three-year master agreement for steel and aluminum used for construction, maintenance, and repairs - Garland Steel, Inc., lowest responsible bidder of two - Not to exceed \$1,984,202 - Financing: Current Funds (\$1,324,714), Water Utilities Current Funds (\$278,392), Convention and Event Services Current Funds (\$194,115), Sanitation Current Funds (\$158,606), Stormwater Drainage Management Current Funds (\$28,116), and Aviation Current Funds (\$259)
12			All	C	PBD, WTR	\$2,023,160.00	13.47%	12.80%	Authorize a three-year master agreement for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment - Environmental Improvements, Inc. in the amount of \$1,086,260, Hartwell Environmental Corporation in the amount of \$508,900, Simba Industries in the amount of \$259,000, Cole-Parmer Instrument Company LLC in the amount of \$87,000, Fin-Tek Corporation in the amount of \$68,500, and Municipal Valve & Equipment Company, Inc. in the amount of \$13,500, lowest responsible bidders of seven - Total not to exceed \$2,023,160 - Financing: Water Utilities Current Funds
13			N/A	C	ATT	\$45,000.00	NA	NA	Authorize settlement of the lawsuit styled Albert Butler v. City of Dallas et al., Civil Action No. 3:14-CV-1991-B - Not to exceed \$45,000 - Financing: Current Funds
14			N/A	C	ATT	\$60,000.00	NA	NA	Authorize settlement of the lawsuit styled Annetta Dees v. Joseph Thomason, Civil Action No. 3:15-CV-3237-K - Not to exceed \$60,000 - Financing: Current Funds
15			All	C	CIS	\$280,175.76	NA	NA	Authorize a twelve-month service agreement for renewal of software use and support of the Socrata Open Data Portal - Carahsoft Technology Corp, through the U.S. General Service Administration procurement price list - Not to exceed \$280,176 - Financing: Current Funds

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
16			10	C	ECO	NC	NA	NA	Authorize (1) a public hearing to be held on August 9, 2017, to receive comments concerning the creation of the North Lake Highlands Public Improvement District (the "District"), in accordance with Chapter 372 of the Texas Local Government Code, ("the Act") for the specified area of the District, for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and at the close of the public hearing (2) a resolution approving creation of the District for seven years and approval of the District's Service Plan for 2018-2024 - Financing: No cost consideration to the City
17			4	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 15-2137, previously approved on November 10, 2015, for a conditional grant agreement with SDC Compton Housing, LP, to extend the agreement from March 31, 2017 to December 31, 2017 for the project in South Dallas located on Fran Way near 8th and Corinth Streets - Financing: No cost consideration to the City
18			All	C	HOU	GT	NA	NA	Authorize (1) an amendment to Resolution No. 16-1387, previously approved on August 24, 2016 to (a) increase appropriations by \$1,113,607 from \$1,500,000 to \$2,613,607 for FY 2016 Healthy Community Collaborative (HCC) grant to align with a revision by the Health and Human Services Commission (HHSC) changing the award amount to the City of Dallas from \$1,500,000 to \$2,613,607 in the HHSC-Health Community Collaborative Grant Fund; (b) correct the private 1:1 cash match for the FY 2016 HCC grant allocation from \$1,500,000 to \$2,613,607; (c) decrease appropriations by \$1,113,607, from \$2,613,607 to \$1,500,000 for FY 2017 HCC grant appropriation to align with a revision by the HHSC changing the award amount from \$2,613,607 to \$1,500,000 in the HHSC-Health Community Collaborative Grant Fund; and (d) correct the private 1:1 cash match for the FY 2017 HCC grant allocation from \$2,613,607 to \$1,500,000; (2) application and acceptance of FY 2018 HCC grant from HHSC (Contract No. 2016-049507-001A, Amendment No. 1) to provide services to the homeless through HCC grant in the amount of \$1,500,000 for the period of September 1, 2017 through August 31, 2018 and to (a) provide private 1:1 cash match in an amount not to exceed \$1,500,000; (b) receive and deposit funds in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC-FY 2018 Healthy Community Collaborative Grant Fund; and (c) establish appropriations in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC FY 2018 Healthy Community Collaborative Grant Fund; and (3) execution of the grant agreement - Not to exceed \$1,500,000 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds
19			All	C	LIB	NC	NA	NA	Authorize an Interlocal Agreement, pursuant to Chapter 791 "Interlocal Cooperation Act" of the Texas Government Code, between the City of Dallas and the Town of Addison for the provisions of public library services available through the Dallas Public Library to benefit the Town of Addison and its residents in the same manner as Dallas residents through the issuance of new and renewal annual non-resident Dallas Library Cards at a rate of \$250 per card in accordance with Chapter 24, Sec. 24-4 Public Library Fees and Charges - Financing: No cost consideration to the City
20			1, 3, 4, 6	C	STS	GT	NA	NA	Authorize (1) an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the Department of Transportation Federal Highway Administration to provide cost reimbursement for material and labor costs incurred by the City of Dallas for timing changes, modification and maintenance of traffic signals for TxDOT's project along the U.S. Highway 67 and Interstate Highway 35E corridor (list attached); (2) the receipt and deposit of funds in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund in an amount not to exceed \$405,425; (3) the establishment of appropriations in an amount not to exceed \$405,425 in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund; and (4) execution of the Interlocal Agreement - Not to exceed \$405,425 - Financing: Texas Department of Transportation Grant Funds
21			1, 4	C	STS, PKR	NC	NA	NA	Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to establish responsibilities for the design-build of the Southern Gateway Public Green for the deck structure for Phase 1 and foundations for Phase I and Phase 2; (2) an Operation and Maintenance Agreement with TxDOT for Southern Gateway Public Green; (3) an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over Interstate Highway 35E corridor from Marsalis Avenue to Ewing Avenue for the Southern Gateway Public Green; and (4) a Memorandum of Understanding with the Regional Transportation Council (RTC) regarding the use of Transportation Development Credits (TDCs) to cover the local match commitment for the Southern Gateway Public Green - Financing: No cost consideration to the City

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
22			1, 2, 4, 6, 9, 14	C	STS	\$149,435.16	NA	NA	Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant in the amount of \$1,288,470 as Federal and State Participation to design, upgrade, and construct five traffic signals and associated off-system intersection improvements at Lombardy Lane and Brockbank Drive, Illinois Avenue and Vernon Avenue, Ferguson Road and Maylee Boulevard/Shiloh Road, Cedar Springs Road and Douglas Avenue, Olive Street and San Jacinto Street; (2) a required local match in the amount of \$149,435 to be issued as a warrant check for State construction costs and other State direct costs; and (3) an additional required local match identified for design of the traffic signals in the amount of \$111,677, previously approved on June 14, 2017, by Resolution No. 17-0931 - Total not to exceed \$1,549,582 - Financing: Texas Department of Transportation Grant Funds (\$1,288,470) and Current Funds (\$149,435)
23			1, 4, 5, 7, 9	C	STS	\$208,496.30	NA	NA	Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant in the amount of \$1,797,304 as Federal and State Participation to fund the design, upgrade and construct six traffic signals and associated off-system intersection improvements at Illinois Avenue and Kiest Boulevard, Mockingbird Lane and Williamson Road, Elam Road and Prairie Creek Road, Illinois Avenue and Corinth Street, Jefferson Boulevard and Westmoreland Road, and Martin Luther King, Jr. Boulevard and Holmes Street; (2) a required local match in the amount of \$208,496 to be issued as a warrant check for State construction costs and other State direct costs; and (3) an additional required local match identified for design of the traffic signals in the amount of \$148,012, previously approved on June 14, 2017, by Resolution No. 17-0931 - Total not to exceed \$2,153,812 - Financing: Texas Department of Transportation Grant Funds (\$1,797,304) and Current Funds (\$208,496)
24			6	C	STS, WTR	NC	NA	NA	Authorize (1) the City of Dallas to assume responsibility for operation and maintenance of State Highway Loop 354 (Harry Hines Boulevard) from Interstate Highway (IH) 35 East (35E) to Loop 12 in Dallas; (2) a request to the Texas Department of Transportation to remove State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 from the State Highway System to facilitate the construction of a 72-inch water transmission main in Harry Hines Boulevard from Walnut Hill Lane to just south of the Webb Chapel Extension; (3) the transfer of \$12,300,000 from the City of Dallas, Water Utilities Capital Construction Fund to the City of Dallas, Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund for future roadway maintenance in three annual installments of \$4,100,000, in an amount not to exceed \$12,300,000; and (4) the establishment of appropriations in an amount not to exceed \$4,100,000 in the Resurfacing and Reconstruction Improvements Fund - Financing: Water Utilities Capital Construction Funds
25			2	C	STS	\$300,000.00	NA	NA	Medical District Drive from Interstate Highway 35E to Southwestern Medical Avenue: Authorize (1) the second amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from Interstate Highway (IH) 35E to Southwestern Medical Avenue; (2) payment to Dallas County for the City's share of additional drainage construction costs for Medical District Drive from IH 35E to Southwestern Medical Avenue - Not to exceed \$300,000 - Financing: 2006 Bond Funds
26			2	C	STS	NC	NA	NA	Medical District Drive from Interstate Highway 35E to Southwestern Medical Avenue: Authorize an amendment to the license agreement with Dallas Area Rapid Transit to allow for installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction - Financing: No cost consideration to the City
27			14	C	STS	\$149,386.00	100.00%	11.13%	Authorize Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation to provide additional engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street - Not to exceed \$149,386, from \$3,055,464 to \$3,204,850 - Financing: 2006 Bond Funds

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
28			2	C	OCA	GT	NA	NA	Authorize (1) the acceptance of a donated sculpture, valued at \$400,000, honoring officers of the Dallas Police Department and the Dallas Area Rapid Transit Police Department whose lives were lost in the line of duty on July 7, 2016, to be located at Jack Evans Police Headquarters, 1400 South Lamar Street; (2) the receipt and deposit of funds from the Dallas Memorial for the Fallen Police Officers in an amount not to exceed \$40,000; (3) an increase in appropriations in an amount not to exceed \$40,000 in the Office of Cultural Affairs Gifts and Donations Fund; and (4) a contract with the artist Barvo Walker to support future maintenance and conservation needs of the sculpture - Not to exceed \$40,000 - Financing: Office of Cultural Affairs Gifts and Donations Funds
29			3, 8	C	PKR, STS	\$213,626.00	15.10%	25.88%	Authorize an increase in the contract with Northstar Construction, LLC to add increased scope of work associated with the Runyon Creek Trail located between Glendale Park to the new Singing Hills Recreation Center - Not to exceed \$213,626, from \$2,354,100 to \$2,567,726 - Financing: General Obligation Commercial Paper Funds
30			6	C	PKR	NC	NA	NA	Authorize a public hearing to be held on August 9, 2017 to receive comments on the proposed use of a portion of Elm Fork Shooting Sports and the Luna Vista Golf Course in the Elm Fork Greenbelt, totaling approximately 155,182 square feet of land, by the Trinity River Authority of Texas for the sewer interceptor rehabilitation project - Financing: No cost consideration to the City
31			N/A	C	SAN	REV \$10,080	NA	NA	Authorize ordinances granting five franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code - Estimated Annual Revenue: \$10,080
32			13	C	DEV, PKR	\$110,000.00	NA	NA	Authorize acquisition from Dallas Independent School District, of two tracts of land containing a total of approximately 20,843 square feet located near the intersection of Pensive and Ponder Drives for the Northaven Trail Project - Not to exceed \$110,000 (\$105,000, plus closing cost and title expenses not to exceed \$5,000) - Financing: Capital Gifts, Donation, and Development Funds
33			12	C	DEV, WTR	\$40,000.00	NA	NA	Authorize acquisition from Fairhill School, of a wastewater easement of approximately 6,399 square feet of land located near the intersection of Preston and Davenport Roads for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$40,000 (\$37,000, plus closing costs and title expenses not to exceed \$3,000) - Financing: Water Utilities Capital Construction Funds
34			3, 4, 5, 6, 7, 8, 9	C	DEV	REV \$759,759.91	NA	NA	Authorize (1) the quitclaim of 52 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale to the highest bidders; and (2) the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment - Revenue: \$759,760
35			9	C	DEV, WTR	REV \$1,000	NA	NA	A resolution authorizing the conveyance of a wastewater easement containing approximately 584 square feet to the City of Garland for the construction, maintenance and use of drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Sea View and Lakebreeze Drives - Revenue: \$1,000
36			14	C	DEV	REV \$300	NA	NA	An ordinance granting a revocable license to Latin Deli Corporation for the use of approximately 128 square feet of land to occupy, maintain, and utilize a sidewalk cafe and four planters on a portion of Market Street right-of-way, located near the intersection of Commerce and Market Streets - Revenue: \$200 annually and \$100 one-time fee, plus the \$20 ordinance publication fee
37			13	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a water and sanitary sewer easement to Hopkins Walnut Hill Plaza, LTD., the abutting owner, containing approximately 10,250 square feet of land, located near the intersection of Marsh and Walnut Hill Lanes - Revenue: \$5,400, plus the \$20 ordinance publication fee
38			2	C	DEV	REV \$1,114,400	NA	NA	An ordinance abandoning an alley to Epic Dallas Office, LP, Epic Dallas Phase 2, LP, Epic Dallas Residential, LP and Epic Dallas Hotel, LP, the abutting owners, containing approximately 14,675 square feet of land, located near the intersection of Good Latimer Expressway and Pacific Avenue, authorizing the quitclaim; and providing for the dedication of approximately 745 square feet of needed land for street right-of-way - Revenue: \$1,114,400, plus the \$20 ordinance publication fee
39			1, 3, 4	C	TWM	\$3,263,789.50	15.02%	26.48%	Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of three, for construction of Erosion Control Improvements Package A for 15 erosion control improvement projects - Not to exceed \$3,263,790 - Financing: 2006 Bond Funds (\$205,105) and 2012 Bond Funds (\$3,058,685)
40			2, 7, 9, 10, 11, 13	C	TWM, WTR	\$6,374,483.00	12.63%	25.00%	Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of two, for construction of Erosion Control Improvements Package B for 18 erosion control improvement projects - Not to exceed \$6,374,483 - Financing: 2012 Bond Funds (\$5,457,492) and Water Utilities Capital Improvement Funds (\$916,991)

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
41			1, 13, 14	C	TWM	\$1,664,456.04	100.00%	100.00%	Authorize a contract with Vescorp Construction, LLC dba Chavez Concrete Cutting, lowest responsible bidder of seven, for the construction of storm drainage improvements on Shorecrest Drive (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue and Bowser Avenue area - Not to exceed \$1,664,457 - Financing: 2003 Bond Funds
42			6	C	TWM	\$459,698.00	2.94%	27.34%	Authorize an increase in the construction services contract with North Texas Contracting, Inc. for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for the Westmoreland Hampton Sump Drainage Improvements Project - Not to exceed \$459,698, from \$6,334,975 to \$6,794,673 - Financing: 2006 Bond Funds
43			7	C	TWM	NC	NA	NA	A resolution authorizing the conveyance of a utility easement containing approximately 25,615 square feet of land to Southwestern Bell Telephone Company d/b/a AT&T Texas for the construction, use, and maintenance of communication and information facilities across City-owned land located at Elam Road near its intersection with Pemberton Hill Road - Financing: No cost consideration to the City
44			8	C	TWM	REV \$5,400	NA	NA	An ordinance abandoning South Longacre Lane to the City of Dallas, the abutting owner, containing approximately 40,736 square feet of land, located at its intersection with Great Trinity Forest Way for the Trinity River Corridor Project - Audubon Center - Revenue: \$5,400, plus the \$20 ordinance publication fee
45			Outside	C	WTR	\$1,111,044.00	93.70%	79.42%	Authorize an engineering services contract with DAL-TECH Engineering, Inc. to provide engineering and construction phase services for the off-site residuals lagoon facility improvements at the East Side Water Treatment Plant - Not to exceed \$1,111,044 - Financing: Water Utilities Capital Improvement Funds
46			10	C	WTR	\$5,591,000.00	9.46%	8.86%	Authorize a contract for the construction of a new elevated water storage tank located near Forest Lane and Plano Road and the demolition of the existing elevated tank - Landmark Structures I, L.P., lowest responsible bidder of two - Not to exceed \$5,591,000 - Financing: Water Utilities Capital Improvement Funds
47			2	C	WTR	\$399,296.16	76.04%	25.14%	Ratify the emergency purchase and installation of a valve on a 60-inch force main at the Cadiz Street Pump Station with Archer Western Construction, LLC - Not to exceed \$399,297 - Financing: Water Utilities Capital Improvement Funds
48			2, 4	C	WTR	\$2,009,533.51	0.00%	19.19%	Authorize an increase in the contract with S. J. Louis Construction of Texas - Southland Contracting JV for additional work associated with the East Bank-West Bank Wastewater Interceptor Connection project - Not to exceed \$2,009,534, from \$25,624,991 to \$27,634,525 - Financing: Water Utilities Capital Improvement Funds
49			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
50			2	I	AVI	\$8,853,000.00	NA	NA	Authorize (1) the Love Field Airport Modernization Corporation (LFAMC) to enter into the Second Supplemental Trust Indenture with Wells Fargo to allow funds from the Love Field Airport Modernization Corporation (LFAMC), the City of Dallas or Southwest Airlines Co. to be deposited to the credit of the LFAMC Construction Account held in trust by Wells Fargo Bank, National Association to pay costs related to the expansion of the Checked Baggage Reconciliation Area (CBRA) in the terminal building at Dallas Love Field; and (2) the transfer of \$8,853,000 from the Aviation Capital Construction Fund to the LFAMC to be used as project funds for the design and construction of the CBRA expansion with said funds to be reimbursed from signatory airlines through an accelerated amortization of eighteen months through the annual rates and charges process outlined in the Airport Use and Lease Agreement - Not to exceed \$8,853,000 - Financing: Aviation Capital Construction Funds (to be reimbursed from the signatory airlines through the annual rates and charges process)
51			N/A	I	OFS	NC	NA	NA	Authorize final adoption of the FY 2017-18 HUD Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant Funds in an estimated amount of \$26,536,718 for the following programs and amounts: (a) Community Development Block Grant in the amount of \$13,258,321; (b) HOME Investment Partnerships Program in the amount of \$4,135,931; (c) Emergency Solutions Grant in the amount of \$1,211,466; (d) Housing Opportunities for Persons with AIDS in the amount of \$5,766,000; and (e) Program Income in an estimated amount of \$2,165,000 - Financing: No cost consideration to the City (This budget was developed with estimated grant amounts and will be amended once final grant allocation amounts are announced by HUD)
52			N/A	I	OFS	REV \$-13,795,000	NA	NA	Authorize an increase in the homestead property tax exemption for persons who are disabled or 65 or older from \$64,000 to \$90,000 beginning with the 2018 tax year (fiscal year beginning October 1, 2017) - Estimated Annual Revenue Foregone: (\$-13,795,000)

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
53			2, 5, 11	I	PKR	\$20,562,297.00	66.50%	24.58%	Authorize a contract with The Fain Group, Inc., best value proposer of three, for construction of three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Beltline Road, and Samuell Grand Park located at 6200 East Grand Avenue - Not to exceed \$20,562,297 - Financing: Elgin B. Robertson Land Sale Funds
54			6	I	HOU	NC	NA	NA	Authorize (1) approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by Confia Homes, L.L.C. for the construction of houses; (2) the sale of two vacant lots from Dallas Housing Acquisition and Development Corporation to Confia Homes, L.L.C.; and (3) execution of a release of lien for any non-tax liens on the two properties that may have been filed by the City - Financing: No cost consideration to the City
55			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an Historic Overlay for One Main Place (1201 Main Street) on property zoned Planned Development District No. 619 in an area bounded by Main Street, Griffin Street, Elm Street, and Field Street with the exception of the northwest corner of Field Street and Main Street
56			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the east line of North Masters Drive, between Checota Drive and Oak Gate Lane
57			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned Subarea 1, within Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with a D-1 Liquor Control Overlay, on the southeast corner of South Buckner Boulevard and Jennie Lee Lane
58			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for a Planned Development District for MF-2(A) Multifamily District uses on property zoned an IR Industrial Research District on the northwest line of Kimsey Drive, northeast of Maple Avenue with consideration being given to and an ordinance granting an MF-2(A) Multifamily District
59			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the northwest corner of West Kiest Boulevard and Coombs Creek Drive
60			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Services District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an A(A) Agricultural District, south of Telephone Road, east of Travis Trail
61			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an MF-2(A) Multifamily District on the north side of John West Road, west of La Prada Drive
62			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an MF-3(A) Multifamily District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District on the south line of Park Lane, west of Ridgecrest Road and on the southwest corner of Ridgecrest Road and Hemlock Avenue
63			1	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Tyler Street
64			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an NS(A) Neighborhood Service District, on the south side of West Wheatland Road, west of Clark Road
65			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 543 for R-7.5(A) Single Family District uses and a public school other than open-enrollment charter school with Historic Overlay No. 53 and Historic Overlay No. 120 in an area bounded by Glasgow Drive, Reiger Avenue, Paulus Avenue and Covington Lane
66			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 234 on the southeast corner of Corral Drive and Cockrell Hill Road

AGENDA DATE June 28, 2017

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
67			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a P(A) Parking District on property zoned an R-5(A) Single Family District on the north side of Life Avenue, east of Puget Street
68			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2099 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay and deed restrictions on the southwest corner of Great Trinity Forest Way and North Jim Miller Road
69			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road
70			1	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and (1) an ordinance repealing a portion of Specific Use Permit No. 98 for a quarry; (2) an ordinance granting a CR Community Retail District on the southeastern quadrant of the area of request; and (3) an ordinance granting a Planned Development District for CR Community Retail District uses on the remainder of the area of request on property zoned an NO(A) Neighborhood Office District and an IR Industrial Research District on the east side of North Westmoreland Drive, south of Interstate Highway 30
71			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 612 for residential and institutional uses, north of Grady Niblo Road, east of Spur 408
72			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a TH-3(A) Townhouse District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the west line of Leigh Ann Drive, north of West Wheatland Road
73			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to allow for industrial (inside) uses to Planned Development District No. 911, on the south corner of Robert B. Cullum Boulevard and Borich Street
74			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea B within Planned Development District No. 745 for mixed uses, on the north side of Meadow Road, east of Manderville Lane
75			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the creation of a Subdistrict to allow a foster care use on property zoned Planned Development District No. 764, the Second Avenue Special Purpose District, on the east corner of Second Avenue and Reed Lane
76			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and an ordinance granting a Specific Use Permit for a commercial motor vehicle parking lot on property zoned an A(A) Agricultural District, on the west line of Bonnie View Road, south of Telephone Road
77			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard
78			13	PH	TWM	NC	NA	NA	A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 1.24 acres of the current 1.73 acres of land, located at 7580 Greenville Avenue, within the floodplain of White Rock Creek, Fill Permit 17-02 - Financing: No cost consideration to the City
79			8	PH	TWM	NC	NA	NA	A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.61 acres of the current 17.41 acres of land, located at 1700 Woody Road, within the floodplain of Stream 4C3, Fill Permit 17-03 - Financing: No cost consideration to the City
80			9	PH	TWM	NC	NA	NA	A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.045 acres of the current 0.16 acres of land, located at 2616 Pasadena Place, within the floodplain of White Rock Creek, Fill Permit 17-05 - Financing: No cost consideration to the City

AGENDA DATE June 28, 2017

ITEM	IND		DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK	DEF							
81			13	PH	TWM	NC	NA	NA	A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.75 acres of the current 1.42 acres of land, located at 6631 Larmanda Street, within the floodplain of Caruth Creek, Fill Permit 17-06 - Financing: No cost consideration to the City
82			7	PH	HOU	REV \$1,000	NA	NA	A public hearing to receive comments on the proposed sale of one unimproved property acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Inncity Community Development Corporation, a qualified non-profit organization; and, at the close of the public hearing, authorize the City Manager to: (1) quitclaim one unimproved property to South Dallas Fair Park Inncity Community Development Corporation, under the House Bill 110 process of the City's Land Transfer Program; and (2) release the City's non-tax liens included in the foreclosure judgment together with post-judgment non-tax liens, if any - Revenue: \$1,000
83			2	PH	OEQ	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation ordinance to prohibit the use of designated groundwater as potable water beneath property owned by Deep Ellum Hall, LLC, located near the intersection of South Hall Street and Jeffries Street and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation certificate to Deep Ellum Hall, LLC, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
84			6	PH	OEQ	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation ordinance to prohibit the use of designated groundwater as potable water beneath property owned by Radical 1530 Inspiration LP, Radical 1300 Inspiration LP, Radical 1323 Stemmons LP, Metroplex Design District, LLC, and Howard Lawson, located near the intersection of Inspiration Drive and Slocum Street and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation certificate to Radical 1530 Inspiration LP, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
85			3	PH	DEV	NC	NA	NA	A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Kennemer Middle School, required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's permit (Chapter 25) for a general merchandise or food store with 10,000 square feet or more floor area [Lidl US, LLC] on the south line of West Wheatland Road, west of Clark Road and the west line of Clark Road, south of West Wheatland Road - AV167-002 - Financing: No cost consideration to the City
86			14	PH	ECO	NC	NA	NA	A public hearing to receive comments concerning the renewal of the Knox Street Public Improvement District (the "District"), in accordance with Chapter 372 of the Texas Local Government Code ("the Act"), for the specified area of the Knox Street Public Improvement District area, for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and, at the close of the public hearing authorize (1) approval of a resolution renewing the Knox Street Public Improvement District for a period of seven years; (2) approval of the Service Plan for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and (3) a management contract with the Knox Street Improvement District Corporation, a non-profit corporation as the management entity for the Knox Street Public Improvement District - Financing: No cost consideration to the City

TOTAL \$80,915,799.77

AGENDA ITEM # 2

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 63L

SUBJECT

Authorize a twenty-nine years and four months lease agreement, with two five-year renewal options, of approximately 2.11 acres (91,700 square feet) of land at Dallas Executive Airport, which includes approximately 1.16 acres (50,320 square feet) of hangar/office development from DCS Aviation, LLC with the City of Dallas for the period July 1, 2017 through October 31, 2056 - Not to exceed \$15,625,419 - Financing: Aviation Current Funds (subject to annual appropriations)

BACKGROUND

The Department of Aviation (DOA) has long desired to see the expansion and further economic development of the Dallas Executive Airport and the surrounding area. In accordance with the Dallas Executive Airport Masterplan, the DOA has currently completed a runway expansion and revision of the minimum building standards for airport development(s) and operations, which will bring about a higher quality and standard for tenant operations at the airport.

In an effort to aid economic activity, the DOA seeks to partner with DCS Aviation, LLC to lease hangar/office development space at the airport. The proposed development will offer more aviation clients access to an under-utilized asset in the southern sector of Dallas. The proposed lease agreement with DCS Aviation, LLC will be a catalyst for new economic growth at Dallas Executive Airport as the completion of this phase of aviation-related hangar/office development will coincide with the completion of an additional 600 foot runway extension, to be completed in 2018.

This proposed lease of hangar/office space(s) will allow the DOA to manage aviation-related operations and provide a higher quality and standard of hangar/office space at Dallas Executive Airport. DCS Aviation, LLC will complete all related aviation-related hangar/office development(s) on or before December 31, 2018.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

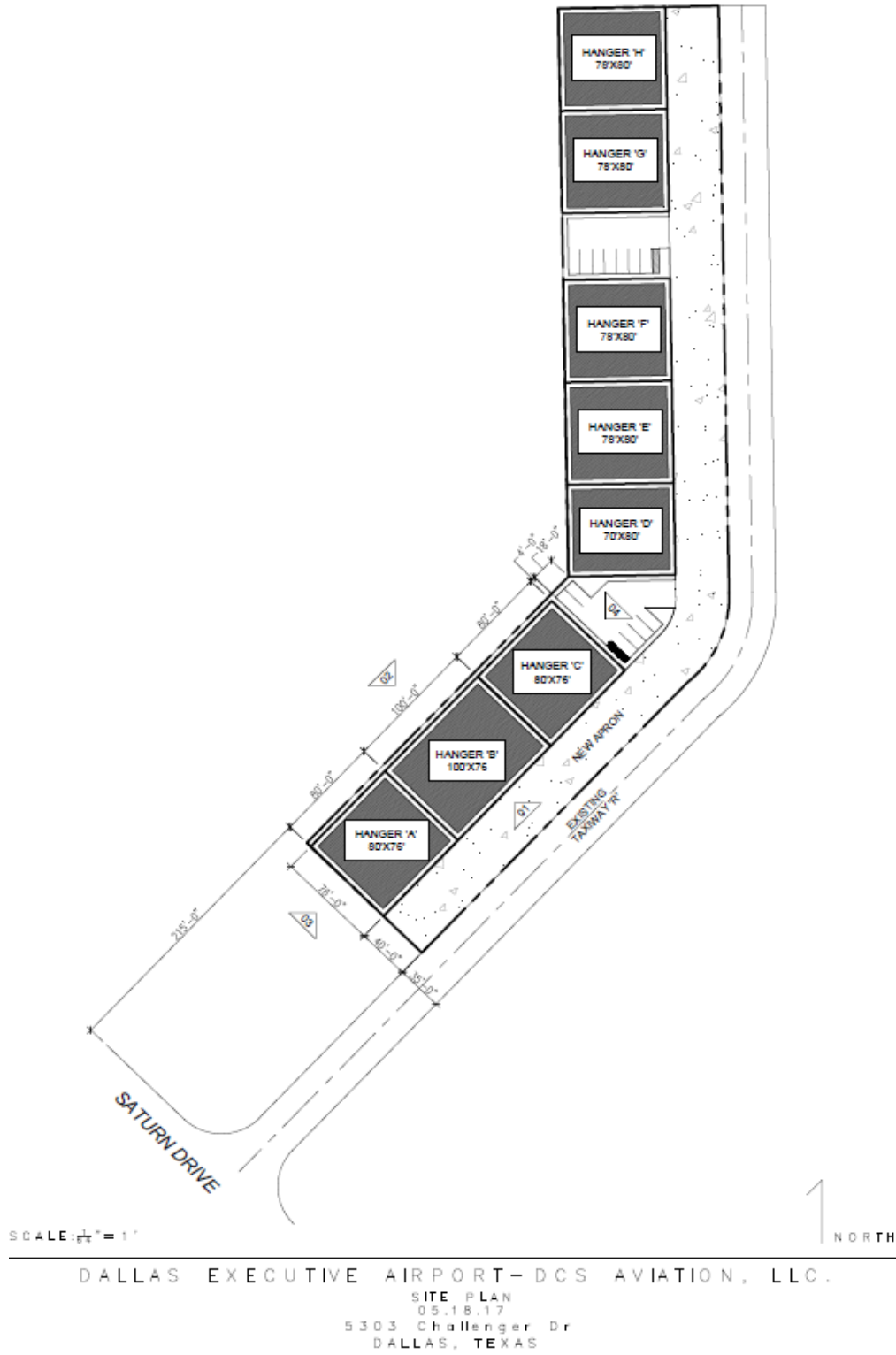
Aviation Current Funds - \$15,625,418.23 (subject to annual appropriations)

MAP

Attached

Dallas Executive Airport MapSCO 63L

Lease Premises & Hangar/Office Development



June 28, 2017

WHEREAS, the City of Dallas ("City") owns a certain airport in Dallas more commonly known as Dallas Executive Airport; and

WHEREAS, the City of Dallas leased approximately 2.11 acres (91,700 square feet) of land at the Dallas Executive Airport to DCS Aviation, LLC for a term of thirty (30) years with two five-year options for aviation related development under that certain lease dated November 1, 2016; and

WHEREAS, the City of Dallas now desires to lease approximately 2.11 acres (91,700 square feet) tract from DCS Aviation, LLC for aviation operations and land improvements of hangar/office development.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign and execute a lease agreement with DCS Aviation, LLC, approved as to form by the City Attorney, for approximately 2.11 acres (91,700 square feet) of land at the Dallas Executive Airport, which includes 1.16 acres (50,320 square feet) of hangar/office development.

SECTION 2. That the key terms and conditions of the lease are:

- (a) The lease shall be for a primary term of up to twenty-nine years and four months effective July 1, 2017.
- (b) The City shall also have two five-year extension options.
- (c) The City shall lease approximately 2.11 acres (91,700 square feet) at a ground lease rate of \$0.13 per square foot for the first four months of the primary term. The ground lease rate will increase by \$0.034 beginning November 1, 2017 and increase annually by \$0.034 until it reaches the airport's prevailing ground lease rate of \$0.30 (beginning in year five).
- (d) The lease rate shall remain at \$0.30 for years six through ten and shall escalate beginning in year eleven and every five years thereafter determined by the percentage increase in the appraised market value over the previous five-year period. No single escalation in the ground lease rate shall exceed 10 percent of the previous ground lease rate.
- (e) The City shall lease approximately 1.16 acres (50,320 square feet) of hangar/office development on the approximate 2.11 acre tract at an initial rate of \$5.85 per square foot, annually.

June 28, 2017

SECTION 2. (continued)

- (f) The rental rate for the approximate 1.16 acres (50,320 square feet) of hangar/office development shall escalate by 3.5 percent every three years for the term of the lease, including all option periods.
- (g) The estimated rental shall not exceed \$15,625,418.23 over thirty-nine years and four months (subject to annual appropriations).
- (h) DCS Aviation, LLC will develop and complete construction of the hangar/office development no later than December 31, 2018.
- (i) DCS Aviation, LLC shall have a first right of refusal for the future development of the property adjacent to the leased premises.

SECTION 3. That the Chief Financial Officer is hereby authorized to draw warrants payable to DCS Aviation, LLC the first day of each month in advance during the lease term and charge the same to Aviation Current Funds, Fund 0130, Department AVI, Unit 7731, Object 3330, Vendor VS91465, subject to appropriations.

SECTION 4. That this contract is designated as Contract No. AVI-2017-00002093.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 3

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 3
DEPARTMENT: Aviation
CMO: Jody Puckett, 670-3390
MAPSCO: 63L

SUBJECT

Authorize a thirty-year lease agreement, with two five-year renewal options, with DCS Aviation, LLC for approximately 0.23 acres (10,000 square feet) of land at Dallas Executive Airport for aviation hangar development - Estimated Annual Revenue: \$3,000

BACKGROUND

The Department of Aviation is pursuing opportunities for expansion and further development of Dallas Executive Airport. The airport currently has 400 acres of undeveloped land for aviation related use. Hangar development at the airport will benefit the City of Dallas, as it will offer more clients access to an under-utilized asset in the southern sector of Dallas.

DCS Aviation, LLC will aid with new economic activity with the construction of a hangar development on the northern side of Dallas Executive Airport. The proposed lease agreement with DCS Aviation, LLC will be a catalyst for new economic growth as the completion of this hangar development will coincide with the completion of an additional runway extension of approximately 600 feet.

DCS Aviation, LLC will complete this aviation related hangar development on or before December 31, 2018.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

Estimated Annual Revenue - \$3,000

OWNER

DCS Aviation, LLC

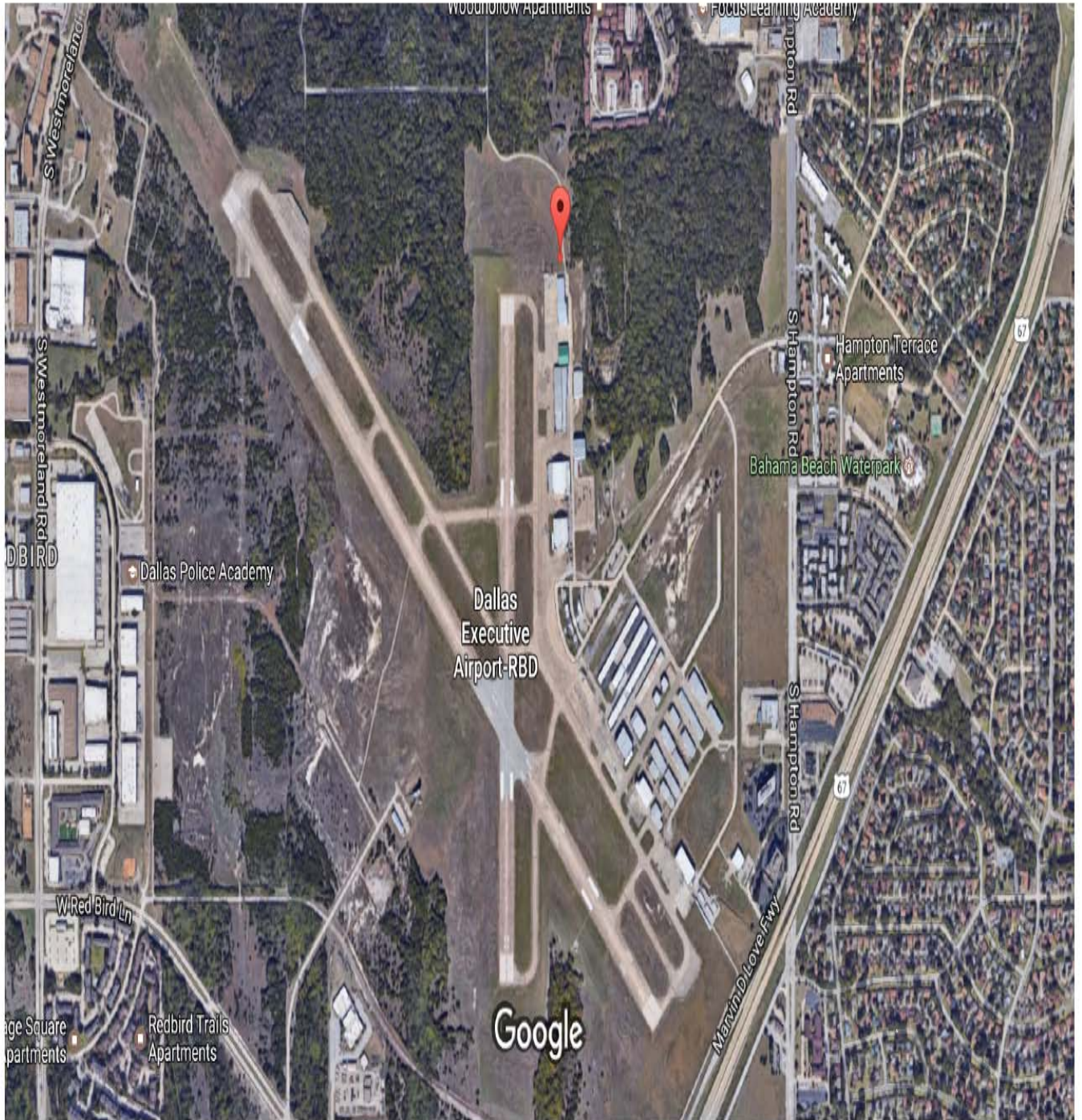
Robby Rahmani, President

MAPS

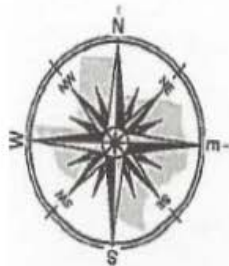
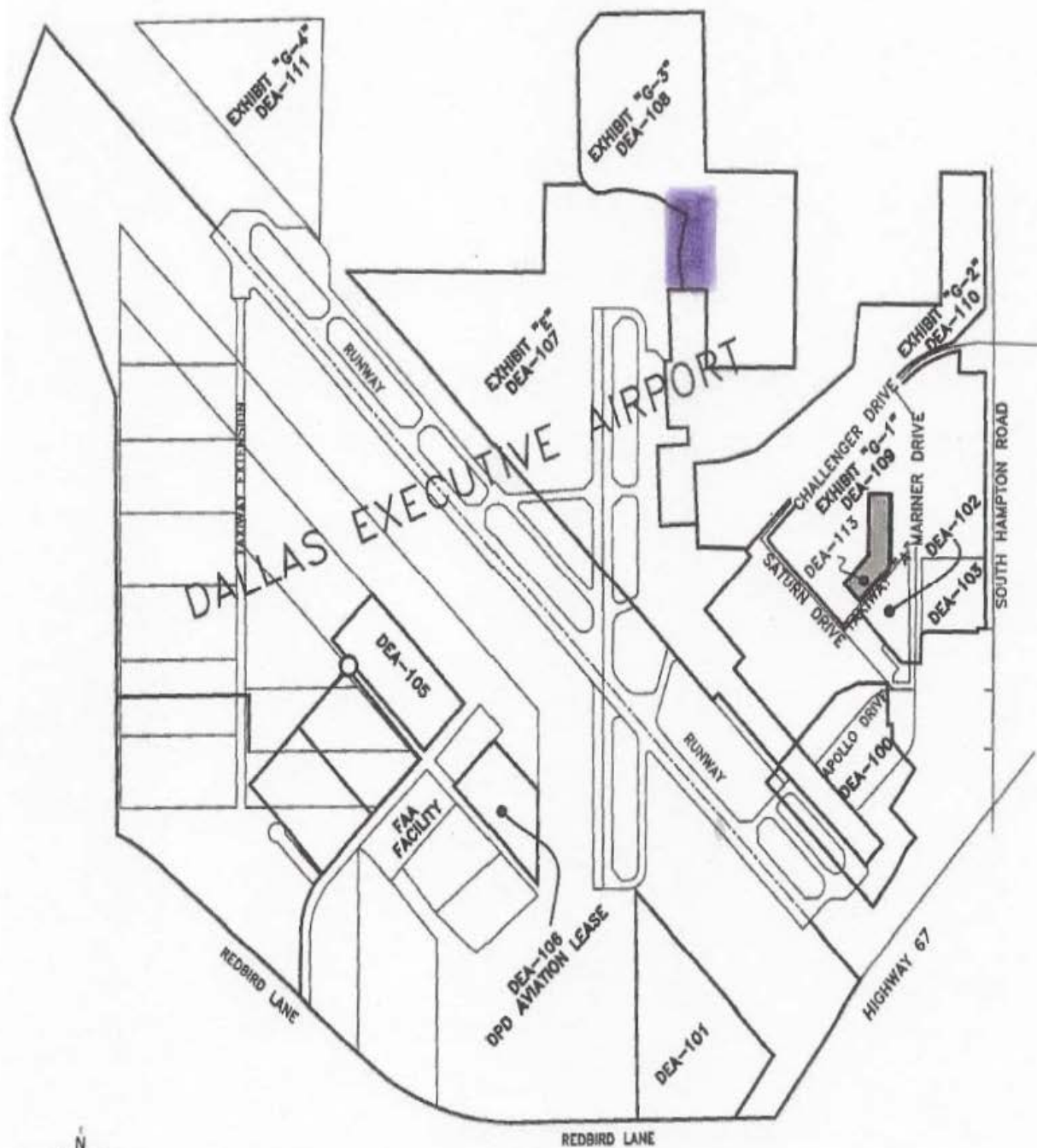
Attached

Dallas Executive Airport Mapsc 63L

Lease Premises & Hangar Development



Imagery ©2017 Google, Map data ©2017 Google 1000 ft



CBG Surveying, Inc.

PLANNING • SURVEYING
 12025 Shiloh Road Suite 230 Dallas, Texas 75228
 P 214.349.9485 • F 214.349.2216
www.abgdffw.com

LOCATOR MAP

June 28, 2017

WHEREAS, the City of Dallas owns that certain airport in Dallas more commonly known as Dallas Executive Airport; and

WHEREAS, the City of Dallas desires to lease approximately 0.23 acres (10,000 square feet) of land to DCS Aviation, LLC for aviation related hanger development.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a thirty-year lease agreement, with two five-year renewal options, with DCS Aviation, LLC, approved as to form by the City Attorney, for approximately 0.23 acres (10,000 square feet) of land at Dallas Executive Airport for aviation hangar development, in an estimated annual revenue amount of \$3,000.

SECTION 2. That the key terms and conditions of the lease are:

- (a) The lease shall be for a term of thirty years with two five-year renewal options.
- (b) The ground lease rental rate shall commence at the unimproved ground lease rate of \$0.30 per square foot for the first five years. The lease rate shall escalate to the improved ground lease rate at \$0.45 for years six through ten and shall escalate beginning in year eleven and every five years thereafter determined by the percentage increase in the appraised market value over the previous five-year period. In any case, no single escalation in the ground lease rate shall exceed 10 percent of the previous ground lease rate.
- (c) DCS Aviation, LLC will develop and construct this aviation related hangar development no later than December 31, 2018.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit all revenues received from DCS Aviation, LLC in Aviation Operating Fund, Fund 0130, Department AVI, Unit 7725, Revenue Code 7814.

SECTION 4. That this contract is designated as Contract No. AVI-2017-00002094.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 4

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 33D H; 34A E F J K

SUBJECT

Authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration for the Runway 18/36 Conversion Project - Not to exceed \$91,000, from \$2,241,850 to \$2,332,850 - Financing: Aviation Capital Construction Funds

BACKGROUND

On April 22, 2015, City Council authorized an engineering services contract with HNTB Corporation for design services necessary for the Runway 18-36 Conversion Project at Dallas Love Field by Resolution No. 15-0806. The construction administration and management services as required by the City's engineering contract and by the Federal Aviation Administration Advisory Circular 5370-12B, Quality Management for Federally Funded Airport Construction Projects, is being awarded with this action. Change Order No. 1 to the construction services contract associated with this item is being considered by council as a concurrent item.

The Runway 18/36 Conversion Project consists of converting the existing 150-foot wide runway to a 75-foot wide taxiway. Specific tasks are as follows: pavement marking removal; removal of Runway 18/36 lighting and signage; removal of Runway 18 Visual Approach Slope Indicator (VASI); removal of Runway 36 VASI; reconstruction of Taxiway A at Runway 18/36 intersection; mill and overlay of Runway 18/36 pavement from Taxiway B to Taxiway C; permanent pavement marking; and installation of taxiway lighting and signage.

BACKGROUND (continued)

The additional work, amounting to \$91,000, includes adding Federal Aviation Administration (FAA) required light fixtures, signage, conduit and additional pavement design. The placement of this work was required when the intersection of Taxiway E and Runway 13R/31L was requested to be open by the FAA. This additional work will also require construction administration and management services to manage the new project improvements.

This action will authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration for the Runway 18/36 Conversion Project, in an amount not to exceed \$91,000, increasing the contract amount from \$2,241,850 to \$2,332,850.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2015
Completed Design	May 2016
Began Construction	October 2016
Complete Construction	December 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 22, 2015, City Council authorized an engineering services contract with HNTB Corporation for design services necessary for the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 15-0806.

On October 14, 2015, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 15-1880.

On January 27, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for a Runway Incursion Project identified by the Federal Aviation Administration to be part of the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 16-0181.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On October 11, 2016, City Council authorized a contract with EAS Contracting, L.P. to provide services for the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 16-1649.

On October 11, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with HNTB Corporation to provide full time on-site construction administration and management services for the Runway 18/36 Conversion Project and the Runway Incursion Mitigation Project at Dallas Love Field by Resolution No. 16-1651.

On June 2, 2017, City Council was briefed by memorandum regarding this matter.

FISCAL INFORMATION

Aviation Capital Construction Funds - \$91,000.00

Design	\$ 236,929.00
Supplemental Agreement No. 1	\$ 525,492.00
Supplemental Agreement No. 2	\$ 287,434.00
Supplemental Agreement No. 3	\$ 1,191,995.00
Supplemental Agreement No. 4 (this action)	\$ 91,000.00
Materials Testing - 18/36 and RIM	\$ 420,000.00
Construction - Runway 18/36 Conversion	\$ 5,769,673.00
Change Order No. 1 (concurrent action)	\$ 229,874.20
Construction - Runway Incursion Mitigation	<u>\$ 2,545,804.40</u>
Total	\$11,298,201.60 (est.)

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

HNTB Corporation

Hispanic Female	5	Hispanic Male	6
African-American Female	3	African-American Male	3
Other Female	3	Other Male	6
White Female	25	White Male	45

OWNER

HNTB Corporation

Kevin L. Wallace, P.E., Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration for the Runway 18/36 Conversion Project - Not to exceed \$91,000, from \$2,241,850 to \$2,332,850 - Financing: Aviation Capital Construction Funds

HNTB Corporation is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$41,082.00	45.15%
Non-local contracts	\$49,918.00	54.85%
TOTAL THIS ACTION	<u>\$91,000.00</u>	<u>100.00%</u>

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Williams CM Group	WFDB16721Y0717	\$39,000.00	78.13%
Aviation Alliance Inc.	WFDB85002Y0517	\$10,918.00	21.87%
Total Minority - Non-local		<u>\$49,918.00</u>	<u>100.00%</u>

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$11,585.00	0.50%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$39,199.81	1.68%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$49,918.00	54.85%	\$70,158.00	3.01%
Total	<u>\$49,918.00</u>	<u>54.85%</u>	<u>\$120,942.81</u>	<u>5.18%</u>

June 28, 2017

WHEREAS, on May 13, 2009, City Council authorized an application to the Federal Aviation Administration (FAA) for authorization to collect a Passenger Facility Charge (PFC) at the rate of \$4.50 per enplaned passenger to provide funding for the nine new capital improvement, which application was approved by the FAA by Resolution No. 09-1224; and

WHEREAS, on August 24, 2011, City Council authorized a PFC Application No. 4 to the FAA to provide funding for fourteen new capital improvement projects at Dallas Love Field; and an amendment to the City's PFC Application No. 3 to allow additional PFC collections to fund four projects, previously approved by the FAA under Application No. 3, the PFC will remain at the current rate of \$4.50 per enplaned passenger by Resolution No. 11-2160; and

WHEREAS, Runway 18/36 does not meet FAA standards for runway safety areas or for visual approach slope indicator lights; and

WHEREAS, the Department of Aviation has determined that decommissioning the runway is more prudent than correcting the deficiencies; and

WHEREAS, Dallas Love Field has developed a Five-Year Capital Improvement Program; and

WHEREAS, the decommissioning of Runway 18/36 was identified on the Capital Improvement Program as a Fiscal Year 16 project; and

WHEREAS, on April 22, 2015, City Council authorized an engineering services contract with HNTB Corporation for design services necessary for the Runway 18/36 Conversion Project at Dallas Love Field Airport, in an amount not to exceed \$236,929, by Resolution No. 15-0806; and

WHEREAS, on October 14, 2015, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$525,492, from \$236,929 to \$762,421, by Resolution No. 15-1880; and

WHEREAS, on January 27, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for a Runway Incursion Project identified by the FAA to be a part of the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$287,434, from \$762,421 to \$1,049,855, by Resolution No. 16-0181; and

June 28, 2017

WHEREAS, on October 11, 2016, City Council authorized the construction services contract with EAS Contracting, L.P. for the Runway 18/36 Conversion Project, in an amount not to exceed \$5,769,673, by Resolution No. 16-1649; and

WHEREAS, on October 11, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with HNTB Corporation to provide on-site construction administration and management services for the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$1,195,995, from \$1,049,855 to \$2,241,850, by Resolution No. 16-1651; and

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the FAA for the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$91,000, increasing the contract amount from \$2,241,850 to \$2,332,850.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation, approved as to form by the City Attorney, to provide design, on-site construction administration and management services for the expanded scope to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration for the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$91,000, increasing the contract amount from \$2,241,850 to \$2,332,850.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W004, Object 4599, in an amount not to exceed \$91,000 for the Runway 18/36 Conversion Project.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$91,000 to HNTB Corporation in accordance with the terms and conditions of the contract from Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W004, Activity AAIP, Object 4599, Program AVIW004, Encumbrance/Contract No. CT-AVIW004HNTBFY16, Vendor 090096.

SECTION 4. That this contract is designated as Contract No. AVI-2017-00002156.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 5

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 33D H; 34A E F J K

SUBJECT

Authorize an increase in the construction services contract with EAS Contracting, L.P. for additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration - Not to exceed \$229,875, from \$5,769,673 to \$5,999,548 - Financing: Aviation Passenger Facility Charge Funds

BACKGROUND

The Runway 18/36 Conversion Project consists of converting the existing 150-foot wide runway to a 75-foot wide taxiway. Specific tasks are as follows: pavement marking removal; removal of Runway 18/36 lighting and signage; removal of Runway 18 Visual Approach Slope Indicator (VASI); removal of Runway 36 VASI; reconstruction of Taxiway A at Runway 18/36 intersection; mill and overlay of Runway 18/36 pavement from Taxiway B to Taxiway C; permanent pavement marking; and installation of taxiway lighting and signage.

The additional work, amounting to \$229,874.20, includes construction services to add conduit, pavement, Federal Aviation Administration (FAA) mandated taxiway center line and edge light fixtures and signage. The additional construction services are required when the intersection of Taxiway E and Runway 13R/31L was requested to remain open by the FAA. Supplemental Agreement No. 4 to the professional services contract associated with this item is being considered by City Council as a concurrent item.

This action will authorize Change Order No. 1 to the construction services contract with EAS Contracting, L.P., for additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	January 2017
Complete Construction	February 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 22, 2015, City Council authorized an engineering services contract with HNTB Corporation for design services necessary for the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 15-0806.

On October 14, 2015, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 15-1880.

On January 27, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for a Runway Incursion Project identified by the Federal Aviation Administration to be part of the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 16-0181.

On October 11, 2016, City Council authorized a contract with EAS Contracting, L.P. to provide services for the Runway 18/36 Conversion Project at Dallas Love Field by Resolution No. 16-1649.

On October 11, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with HNTB Corporation to provide full time on-site construction administration and management services for the Runway 18-36 Conversion Project and the Runway Incursion Mitigation (RIM) Project at Dallas Love Field by Resolution No. 16-1651.

On June 2, 2017, City Council was briefed by memorandum regarding this matter.

FISCAL INFORMATION

Aviation Passenger Facility Charge Funds - \$299,874.20

Design	\$ 236,929.00
Supplemental Agreement No. 1	\$ 525,492.00
Supplemental Agreement No. 2	\$ 287,434.00
Supplemental Agreement No. 3	\$ 794,248.00
Supplemental Agreement No. 4 (concurrent action)	\$ 91,000.00
(Runway 18/36)	
Materials Testing	\$ 290,000.00 (est.)
Construction	\$5,769,673.00
Change Order No. 1 (this action)	<u>\$ 229,874.20</u>
Total Project Cost	\$8,224,650.20 (est.)

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

EAS Contracting, L.P.

Hispanic Female	0	Hispanic Male	69
African-American Female	0	African-American Male	7
White Female	0	White Male	2
Other Female	5	Other Male	63

OWNER

EAS Contracting, L.P.

Carroll Edwards, President and Partner
Jerry Mills, Partner
Ray Naizer, Partner

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the construction services contract with EAS Contracting, L.P. for additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic as requested by the Federal Aviation Administration - Not to exceed \$229,875, from \$5,769,673 to \$5,999,548 - Financing: Aviation Passenger Facility Charge Funds

EAS Contracting, L.P. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$20,073.15	8.73%
Non-local contracts	\$209,801.05	91.27%
TOTAL THIS ACTION	\$229,874.20	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Clemons Trucking	BFDB4596Y1017	\$7,738.15	38.55%
Airfield Lighting Systems, Inc.	WFDB47820Y0417	\$12,335.00	61.45%
Total Minority - Local		\$20,073.15	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$1,783,040.00	29.72%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$20,073.15	8.73%	\$26,273.15	0.44%
Total	\$20,073.15	8.73%	\$1,809,313.15	30.16%

June 28, 2017

WHEREAS, on May 13, 2009, City Council authorized an application to the Federal Aviation Administration (FAA) for authorization to collect a Passenger Facility Charge (PFC) at the rate of \$4.50 per enplaned passenger to provide funding for the nine new capital improvements, which application was approved by the FAA by Resolution No. 09-1224; and

WHEREAS, on August 24, 2011, City Council authorized a PFC Application No. 4 to the FAA to provide funding for fourteen new capital improvement projects at Dallas Love Field; and an amendment to the City's PFC Application No. 3 to allow additional PFC collections to fund four projects, previously approved by the FAA under Application No. 3; the PFC will remain at the current rate of \$4.50 per enplaned passenger by Resolution No. 11-2160; and

WHEREAS, Runway 18/36 does not meet FAA standards for runway safety areas or for visual approach slope indicator lights; and

WHEREAS, the Department of Aviation has determined that decommissioning the runway is more prudent than correcting the deficiencies; and

WHEREAS, Dallas Love Field has developed a Five-Year Capital Improvement Program; and

WHEREAS, the decommissioning of Runway 18/36 was identified on the Capital Improvement Program as a Fiscal Year 2016 project; and

WHEREAS, on April 22, 2015, City Council authorized an engineering services contract with HNTB Corporation for design services necessary for the Runway 18/36 Conversion Project at Dallas Love Field Airport, in an amount not to exceed \$236,929.00, by Resolution No. 15-0806; and

WHEREAS, on October 14, 2015, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$525,492.00, from \$236,929.00 to \$762,421.00, by Resolution No. 15-1880; and

WHEREAS, on January 27, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for a Runway Incursion Project identified by the Federal Aviation Administration to be part of the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$287,434.00, from \$762,421.00 to \$1,049,855.00, by Resolution No. 16-0181; and

June 28, 2017

WHEREAS, on October 11, 2016, City Council authorized the construction services contract with EAS Contracting, L.P. for the Runway 18/36 Conversion Project, in an amount not to exceed \$5,769,673.00, by Resolution No. 16-1649; and

WHEREAS, on October 11, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with HNTB Corporation to provide full time on-site construction administration and management services for the Runway 18-36 Conversion Project and the Runway Incursion Mitigation (RIM) Project at Dallas Love Field, in an amount not to exceed \$1,191,995.00, from \$1,049,855.00 to \$2,241,850.00, by Resolution No. 16-1651; and

WHEREAS, on June 28, 2017, City Council will consider a concurrent action to authorize Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide design and on-site construction administration and management services for the Runway 18/36 Conversion Project at Dallas Love Field, in an amount not to exceed \$91,000.00, increasing the contract amount from \$2,241,850.00 to \$2,332,850.00; and

WHEREAS, this action will authorize Change Order No. 1 with EAS Contracting, L.P. to provide construction services for the additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic exiting Runway 13R-31L, in an amount not to exceed \$229,874.20, increasing the contract amount from \$5,769,673.00 to \$5,999,547.20.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That an increase to the construction services contract with EAS Contracting L.P., (Change Order No. 1) is authorized for the additional soil work, grading and electrical service to keep Taxiway E open for aircraft traffic exiting Runway 13R-31L, in an amount not to exceed \$229,874.20, increasing the amount from \$5,769,673.00 to \$5,999,547.20.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 by \$229,874.20 for the Runway 18/36 Conversion Project.

SECTION 3. That the City of Dallas will apply for PFC funding for the eligible construction (\$229,874.20) of the Runway 18/36 Conversion Project; and upon approval of PFC by the FAA for this project, the Chief Financial Officer is hereby authorized to transfer an amount not to exceed \$229,874.20 from the PFC Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W004, Object 5011.

June 28, 2017

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds, in an amount not to exceed \$229,874.20, to EAS Contracting, L.P. in accordance with terms and conditions of the contract from Aviation Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W004, Activity AAIP, Object 4599, Program AVIW004, Encumbrance/Contract No. CT-AVIW004EASFY16.1, Commodity 91200, Vendor 518115.

SECTION 5. That this contract is designated as Contract No. AVI-2017-00002157.

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 6

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Communication and Information Services

CMO: Elizabeth Reich, 670-7804
Jody Puckett, 670-3390

MAPSCO: N/A

SUBJECT

Authorize a two-year service contract to facilitate telephone town hall meetings with Telephone Town Hall Meeting, Inc. through an Interlocal Agreement with the City of Plano - Not to exceed \$249,600 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a service contract is to establish firm pricing for services, for a specific term, which are ordered on an as needed basis.

This service contract provides telephone town hall facilitation services for City residents. This service makes available alternative opportunities to participate in town hall meetings by calling in on mobile phones or land lines. Residents will have the ability to dial in via a toll-free number to listen to town hall meetings, provide feedback, and ask questions. The facilitation services provided through this contract includes call flow management, call screeners to receive and categorize callers, introduction of questions from the phone audience, and post-meeting reporting. These meetings will also be available live via web simulcasts and offered in both English and Spanish.

Additionally, the vendor will post City-approved announcements utilizing social media to improve meeting participation. The service also provides residents the ability to have meeting reminders sent to their mobile devices.

In 2015-2016, 4351 citizens participated in the telephone town hall meetings utilizing this service.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 8, 2015, City Council authorized a two-year service agreement for the facilitation of telephone town hall meetings by Resolution No. 15-0654.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Current Funds - \$249,600 (subject to annual appropriations)

ETHNIC COMPOSITION

Telephone Town Hall Meeting, Inc.

White Male	7	White Female	4
Black Male	0	Black Female	0
Hispanic Male	1	Hispanic Female	1
Other Male	0	Other Female	0

OWNER

Telephone Town Hall Meeting, Inc.

Diane Cerveney, President
Curt Cerveney, Vice President

June 28, 2017

WHEREAS, on July 18, 2014, Administrative Action No. 14-6273 authorized a one-year service contract for telephone/virtual town hall meetings; and

WHEREAS, on April 8, 2015, City Council authorized a two-year service agreement for the facilitation of telephone town hall meetings by Resolution No.15-0654.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a service contract with Telephone Town Hall Meeting, Inc. (VC0000012096) through an Interlocal Agreement with the City of Plano, approved as to form by the City Attorney, to facilitate telephone town hall meetings for a term of two years, in an amount not to exceed \$249,600. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Telephone Town Hall Meeting, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Telephone Town Hall Meeting, Inc. under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$249,600 (subject to annual appropriations) to Telephone Town Hall Meeting, Inc. from Service Contract No. POM-2017-00001883.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 7

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Office of Cultural Affairs

CMO: Elizabeth Reich, 670-7804
Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize a five-year service contract for janitorial services for the Office of Cultural Affairs facilities - ACT Event Services, Inc. in the amount of \$2,729,916 and Member's Building Maintenance, LLC in the amount of \$5,655,104, most advantageous proposers of six - Total not to exceed \$8,385,020 - Financing: Current Funds (\$8,342,520) and Municipal Radio Current Funds (\$42,500) (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a service contract is to establish firm pricing for goods or services, for a specific term, which are ordered on an as needed basis.

This service contract provides janitorial services for the Office of Cultural Affairs facilities. The facilities in this contract include the Morton H. Meyerson Symphony Center, Latino Cultural Center, Majestic Theatre, Dallas City Performance Hall, Bath House Cultural Center, Oak Cliff Cultural Center, and WRR Municipal Radio.

Daily janitorial services will consist of cleaning of offices, public areas, restrooms, and facility exterior grounds. Event cleaning will include daily cleaning, as well as concert halls, backstage areas, and meeting/presentation rooms. The vendor is required to provide all supplies, equipment, and labor necessary for the performance of the contract. The use of environmentally friendly Green Seal certified cleaning products and supplies is a requirement in this contract, where available. Furthermore, as additional products become Green Seal certified, the vendor is required to incorporate these products at the facilities under this contract.

BACKGROUND (continued)

An eight member committee from the following departments reviewed and evaluated the qualifications:

- Office of Cultural Affairs (3)
- Convention and Event Services (1)
- Dallas Police Department (1)
- Library (1)
- Business Development & Procurement Services (2) *

*Business Development & Procurement Services only evaluated cost and the Business Inclusion and Development plan.

The committee selected the successful respondent on the basis of demonstrated competence and qualifications under the following criteria:

- Staffing plan/approach 35%
- Cost 30%
- Experience/qualifications 20%
- Business Inclusion and Development Plan 15%

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 867 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council, and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

On November 10, 2015, City Council authorized the wage floor rate of \$10.37, by Resolution No. 15-2141; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 26, 2013, City Council authorized a two-year service contract for janitorial services at the Morton H. Meyerson Symphony Center, Latino Cultural Center, Majestic Theatre, Dallas City Performance Hall, Bath House Cultural Center, Oak Cliff Cultural Center and WRR Municipal Radio by Resolution No. 13-1133.

On March 25, 2015, City Council authorized supplemental agreement no. 1 to increase the service contract for janitorial services at various facilities for the Office of Cultural Affairs and extend the term from June 26, 2015 through June 26, 2016, by Resolution No. 15-0480.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On June 15, 2016, City Council authorized a one-year service contract for janitorial services at the Office of Cultural Affairs facilities by Resolution No. 16-0966.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Current Funds - \$8,342,519.80 (subject to annual appropriations)

Municipal Radio Current Funds - \$42,500.00 (subject to annual appropriations)

M/WBE INFORMATION

167 - Vendors contacted

163 - No response

4 - Response (Bid)

0 - Response (No bid)

1 - Successful

The awardees have fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

ETHNIC COMPOSITION

ACT Event Services, Inc.

White Male	9	White Female	4
Black Male	112	Black Female	230
Hispanic Male	162	Hispanic Female	301
Other Male	0	Other Female	0

Member's Building Maintenance, LLC

White Male	24	White Female	18
Black Male	324	Black Female	279
Hispanic Male	247	Hispanic Female	179
Other Male	45	Other Female	22

PROPOSAL INFORMATION

Business Development & Procurement Services received the following proposals from solicitation number BQZ1717. We opened them on April 13, 2017. We recommend the City Council award this service contract to the most advantageous proposers by group.

PROPOSAL INFORMATION (continued)

*Denotes successful proposers

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*ACT Event Services, Inc.	119 Pittsburg St. Dallas, TX 75207	Group 1 - 86.50 Group 2 - 72.98	\$2,729,915.80 \$5,880,776.20
*Member's Building Maintenance, LLC	11363 Denton Dr. Suite 127 Dallas, TX 75229	Group 1 - 84.13 Group 2 - 77.46	\$3,370,601.20 \$5,655,104.00
American Facility Services, Inc.	1325 Union Hill Industrial Ct. Suite A Alpharetta, GA 30004	Group 1 - 56.06 Group 2 - 65.67	\$4,082,931.80 \$3,197,542.40
Andrews Building Service, Inc.	11503 Reeder Rd. Dallas, TX 75229	Group 1 - 61.11 Group 2 - 61.66	\$4,141,151.28 \$4,644,133.00
CTJ Maintenance, Inc.	6565 N. MacArthur Blvd. Suite 225 Irving, TX 75039	Group 1 - 64.27 Group 2 - 62.55	\$3,792,400.00 \$4,557,020.00
Oriental Building Services, Inc.	2526 Mañana Dr. Suite 208 Dallas, TX 75220	Group 1 - 69.38 Group 2 - 70.25	\$3,269,670.00 \$3,654,716.00

Pursuant to the Texas Human Resources Code, Title 8 Rights and Responsibilities of Persons with Disabilities, Chapter 122 Texas Council on Purchasing From People with Disabilities, the City of Dallas may enter into a contract with TIBH Industries, Inc., as an agency that provides services produced by persons with disabilities, without competitive bid (Section 122.017 and 122.026). BDPS requested a proposal from TIBH Industries, Inc. which was compared to the proposals submitted through the competitive process. The TIBH Industries, Inc. proposal was compared using the same evaluation criteria published in the specifications.

TIBH Industries, Inc.	1011 East 53½ St. Austin, TX 78751	Group 1 - 50.53 Group 2 - 43.10	\$3,804,546.64 \$6,494,741.24
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OWNERS

ACT Event Services, Inc.

John Miller, President
David Chisum, Vice President

OWNERS (continued)

Member's Building Maintenance, LLC

Odes H. Kim, President
Edward Lee, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year service contract for janitorial services for the Office of Cultural Affairs facilities - ACT Event Services, Inc. in the amount of \$2,729,916 and Member's Building Maintenance, LLC in the amount of \$5,655,104, most advantageous proposers of six - Total not to exceed \$8,385,020 - Financing: Current Funds (\$8,342,520) and Municipal Radio Current Funds (\$42,500) (subject to annual appropriations)

ACT Event Services, Inc. is a local, non-minority firm has signed the "Business Inclusion & Development documentation, and proposes to use the following sub-contractor. Member's Building Maintenance, LLC is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$8,385,019.80	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$8,385,019.80	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
CorpCare Inc.	BFDW08460717	\$545,983.16	6.51%
Magic Building Service, Inc.	PFMB19889N0818	\$1,696,531.20	20.23%
Member's Building Maintenance, LLC.	PMMB21140N0818	\$3,958,572.80	47.21%
Total Minority - Local		\$6,201,087.16	73.95%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$545,983.16	6.51%	\$545,983.16	6.51%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$5,655,104.00	67.44%	\$5,655,104.00	67.44%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$6,201,087.16	73.95%	\$6,201,087.16	73.95%

June 28, 2017

WHEREAS, on June 26, 2013, City Council authorized a two-year service contract for janitorial services at the Morton H. Meyerson Symphony Center, Latino Cultural Center, Majestic Theatre, Dallas City Performance Hall, Bath House Cultural Center, Oak Cliff Cultural Center and WRR Municipal Radio by Resolution No. 13-1133; and

WHEREAS, on March 25, 2015, City Council authorized supplemental agreement no. 1 to increase the service contract for janitorial services at various facilities for the Office of Cultural Affairs and extend the term from June 26, 2015 through June 26, 2016, by Resolution No. 15-0480; and

WHEREAS, on June 15, 2016, City Council authorized a one-year service contract for janitorial services at the Office of Cultural Affairs facilities by Resolution No. 16-0966.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a service contract with ACT Event Services, Inc. (VS0000040586) in an amount not to exceed \$2,729,915.80 and Member's Building Maintenance, LLC (243814) in an amount not to exceed \$5,655,104.00, approved as to form by the City Attorney, for janitorial services for the Office of Cultural Affairs facilities for a term of five years, in a total amount not to exceed \$8,385,019.80. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to ACT Event Services, Inc. and Member's Building Maintenance, LLC shall be based only on the amount of the services directed to be performed by the City and properly performed by ACT Event Services, Inc. and Member's Building Maintenance, LLC under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$8,385,019.80 (subject to annual appropriations) to ACT Event Services, Inc. and Member's Building Maintenance, LLC from Service Contract No. POM-2017-00002109.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 8

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Sanitation Services

CMO: Elizabeth Reich, 670-7804
Jody Puckett, 670-3390

MAPSCO: N/A

SUBJECT

Authorize the purchase of 198 recycling dumpsters for Sanitation Services with Roll Offs, USA, Inc. through the Texas Association of School Boards - Not to exceed \$159,940 - Financing: Sanitation Current Funds

BACKGROUND

This action will allow for the purchase of 198 recycling dumpsters for Sanitation Services (SAN). The current recycling collection contract for City facilities expires in 2017. Through this contract, the vendor is also responsible for providing dumpsters. SAN conducted an analysis that showed it would be more cost efficient if City staff provided these services. Once the vendor contract expires, SAN will begin collecting recycling from various City facilities. In order for SAN to provide the service, 198 dumpsters are required.

The Texas Association of School Boards (BuyBoard) conforms to the requirements of Texas Statutes that are applicable for competitive bids and proposals, in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code. In addition, BuyBoard receives bids from manufacturers and dealers throughout the United States.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Sanitation Current Funds - \$159,940

ETHNIC COMPOSITION

Roll Offs, USA, Inc.

White Male	41	White Female	8
Black Male	2	Black Female	0
Hispanic Male	50	Hispanic Female	0
Other Male	10	Other Female	0

OWNER

Roll Offs, USA, Inc.

J. Daniel Hankey, President

Ray Jean Hankey, Vice President

June 28, 2017**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

SECTION 1. That the purchase of 198 recycling dumpsters for Sanitation Services is authorized with Roll Offs, USA, Inc. (VS0000058899) through the Texas Association of School Boards (BuyBoard), in an amount not to exceed \$159,940.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for 198 recycling dumpsters for Sanitation Services. If a formal contract is required for this purchase instead of a purchase order, the City Manager is hereby authorized to execute the contract, approved as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds, in an amount not to exceed \$159,940, to Roll Offs, USA, Inc. from Purchase Order No. PO-SAN-2017-00002031 from the following appropriations:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>
0440	SAN	3551	2890	\$159,940

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 9

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Business Development & Procurement Services

CMO: Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize the sale of one 2002 Sterling TT9500 Fuel Tank Truck through a public auction on May 24, 2017, to Mashid Ahmadi, highest bidder - Revenue: \$20,250

BACKGROUND

This action seeks approval to sell one 2002 Sterling TT9500 Fuel Tank Truck (Equipment# 23030) which was publicly auctioned on May 24, 2017. The vehicle has reached its useful life, and is no longer cost effective for the City to maintain.

The City used its current contract auctioneer, Lone Star Auctioneers, Inc., to auction this equipment. The auctioneer charges a buyer's premium instead of the City paying a fee.

Dallas City Code 2-37.4 requires that when the highest bid for property is more than \$20,000, the sale to the highest bidder must be confirmed by City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Revenue - \$20,250

BID INFORMATION

The following bid were received at public auction on May 24, 2017.

*Denotes successful bidder

<u>Bidder</u>	<u>Address</u>	<u>Amount</u>
*Mashid Ahmadi (Equipment #23030)	5909 West Loop S. Suite 560 Bellaire, TX 77401	\$20,250

OWNER

Mashid Ahmadi, Individual

June 28, 2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager or designee is hereby authorized to sell one 2002 Sterling TT9500 Fuel Tank Truck (Equipment# 23030) through a public auction on May 24, 2017, to the highest bidder, Mashid Ahmadi, for an amount not to exceed \$20,250.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds received from the proceeds of the sale to Fund 0196, Department EBS, Unit 1701, Revenue Code 8432, in the amount of \$17,212.50 and Fund 0199, Department POM, Unit 1232, Revenue Code 8420, in the amount of \$3,037.50.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 10

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Water Utilities

CMO: Elizabeth Reich, 670-7804
Majed Al-Ghafry, 670-3302

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for printed utility bill inserts - Nieman Printing, Inc., lowest responsible bidder of five - Not to exceed \$552,744 - Financing: Water Utilities Current Funds

BACKGROUND

This action does not encumber funds; the purpose of a master agreement is to establish firm pricing for goods, for a specific term, which are ordered on an as needed basis.

This master agreement will provide printed utility bill inserts for Dallas Water Utilities (DWU) customers to be included with the monthly water bill. Other City departments will also utilize this master agreement by coordinating with DWU for inclusion of their inserts with utility bills. Inserts provided through this agreement are tri-fold, multi-color, and printed on recycled paper. These inserts are utilized as a method to relay up-to-date information regarding items such as: water conservation, water quality reports, annual Water-Wise seminars and tour, recycling and bulk trash collection, storm water pollution prevention and spay/neuter services, as well as other initiatives and programs.

Inserts are also posted on DWU's website for customers that receive electronic bills. In 2013, DWU launched the initiative "Go Green. Go Paperless." to promote paperless billing and online payment. This initiative is advertised through bill inserts, as a special message on the invoice, on the back of the invoice envelope, at public meetings and on the City's website. Since 2013, paperless participation has increased by approximately 39 percent. In FY 16-17, the monthly average of paperless customers is 18.25 percent.

In this solicitation, Business Development & Procurement Services required bidders to submit a response using unit pricing. This bid resulted in a 20.16 percent decrease over comparable prices from the previous bid.

BACKGROUND (continued)

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 710 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Water Utilities Current Funds - \$552,744

M/WBE INFORMATION

117 - Vendors contacted
115 - No response
 2 - Response (Bid)
 0 - Response (No Bid)
 1 - Successful

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

ETHNIC COMPOSITION

Nieman Printing, Inc.

White Male	69	White Female	30
Black Male	2	Black Female	0
Hispanic Male	41	Hispanic Female	24
Other Male	4	Other Female	1

BID INFORMATION

Business Development & Procurement Services received the following bids from solicitation number BX1709. We opened them on April 28, 2017. We recommend the City Council award this master agreement in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Nieman Printing, Inc.	10615 Newkirk Street Dallas, TX 75220	\$ 552,744
Metro Graphics, Inc.	1311 Regal Row Dallas, TX 75247	\$ 599,076
AC Printing	3400 South Raider Drive Euless, TX 76040	\$ 631,476
Best Press	4201 Airborn Drive Addison, TX 75001	\$ 673,596
Millet The Printer, Inc.	1000 South Ervay Street Dallas, TX 75201	\$1,289,520

OWNER

Nieman Printing, Inc.

Joanie Nieman, President
Matt Nieman, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for printed utility bill inserts - Nieman Printing, Inc., lowest responsible bidder of five - Not to exceed \$552,744 - Financing: Water Utilities Current Funds

Nieman Printing, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$552,744.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$552,744.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Nieman Printing, Inc	WFW118024N0717	\$552,744.00	100.00%
Total Minority - Local		\$552,744.00	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$552,744.00	100.00%	\$552,744.00	100.00%
Total	\$552,744.00	100.00%	\$552,744.00	100.00%

June 28, 2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a master agreement with Nieman Printing, Inc. (VS93974), approved as to form by the City Attorney, for the purchase of printed utility bill inserts for a term of three years, in an amount not to exceed \$552,744.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for printed utility bill inserts. If a written contract is required or requested for any or all purchases of printed utility bill inserts under the master agreement instead of individual purchase orders, the City Manager is hereby authorized to execute the contract, approved as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$552,744 to Nieman Printing, Inc. from Master Agreement Contract No. DWU-2017-00002032.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 11

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Convention and Event Services
Sanitation Services
Trinity Watershed Management
Water Utilities

CMO: Elizabeth Reich, 670-7804
Jody Puckett, 670-3390
Joey Zapata, 670-3009
Majed Al-Ghafry, 670-3302

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for steel and aluminum used for construction, maintenance, and repairs - Garland Steel, Inc., lowest responsible bidder of two - Not to exceed \$1,984,202 - Financing: Current Funds (\$1,324,714), Water Utilities Current Funds (\$278,392), Convention and Event Services Current Funds (\$194,115), Sanitation Current Funds (\$158,606), Stormwater Drainage Management Current Funds (\$28,116), and Aviation Current Funds (\$259)

BACKGROUND

This action does not encumber funds; the purpose of a master agreement is to establish firm pricing for goods, for a specific term, which are ordered on an as needed basis.

This master agreement will provide steel and aluminum used for construction, maintenance, and repairs performed by staff throughout the City. The City has a multitude of buildings, waste and purification plants, recreational facilities, landfills, motorized and manual equipment, parks, and other properties which require the use of steel and aluminum products for repairs, maintenance, construction, and enhancements.

A master agreement for steel and aluminum enables City staff to purchase products for, but not limited to, construction and/or repair of streets, sidewalks, equipment, security fences, water, and sewer infrastructure. City staff complete a various number of work orders per year that require steel and aluminum products.

BACKGROUND (continued)

Park and Recreation completes over 900 maintenance work orders annually, including large scale projects and emergency response calls. Dallas Water Utilities performs approximately 1,500 water main repairs, 2,700 general service repairs, and 1,100 new water service installations annually. Sanitation Services' heavy equipment repair shop will purchase materials to repair, modify, and fabricate items to keep the heavy equipment operational at the landfill. Mobility and Street Services, which is tasked with repairing hundreds of street lanes annually, will use this master agreement to purchase materials to repair city streets, alleys, and sidewalks. Steel rebar, metal plates, and all related appurtenances are necessary to repair/reinforce these public structures.

In this solicitation, Business Development & Procurement Services required bidders to submit a response using group pricing. This bid resulted in a 13.64 percent decrease over comparable prices for the bids awarded in 2013.

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 694 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council, and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 14, 2013, City Council authorized a three-year master agreement for steel and aluminum used in new construction and maintenance projects by Resolution No. 13-1281.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Current Funds - \$1,324,713.21

Water Utilities Current Funds - \$278,391.87

Convention and Event Services Current Funds - \$194,115.10

Sanitation Current Funds - \$158,606.20

Stormwater Drainage Management - \$28,115.98

Aviation Current Funds - \$258.95

M/WBE INFORMATION

186 - Vendors Contacted
186 - No response
0 - Response (Bid)
0 - Response (No Bid)
0 - Successful

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

ETHNIC COMPOSITION

Garland Steel, Inc.

White Male	17	White Female	5
Black Male	1	Black Female	0
Hispanic Male	8	Hispanic Female	2
Other Male	0	Other Female	0

BID INFORMATION

Business Development & Procurement Services received the following bids from solicitation number BR1704. We opened them on May 12, 2017. We recommend the City Council award this master agreement to the lowest responsive and responsible bidder by group. Information related to this solicitation is available upon request.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Garland Steel, Inc.	312 S. International Rd. Garland, TX 75042	Multiple Groups
Willbanks Metals, Inc.	1155 N.E. 28 th St. Fort Worth, TX 76106	Multiple Groups

OWNER

Garland Steel, Inc.

William R. Becker, President
Casey H. Becker, Vice President
David Becker, Secretary

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for steel and aluminum used for construction, maintenance, and repairs - Garland Steel, Inc., lowest responsible bidder of two - Not to exceed \$1,984,202 - Financing: Current Funds (\$1,324,714), Water Utilities Current Funds (\$278,392), Convention and Event Services Current Funds (\$194,115), Sanitation Current Funds (\$158,606), Stormwater Drainage Management Current Funds (\$28,116), and Aviation Current Funds (\$259)

Garland Steel, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,984,201.31	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$1,984,201.31	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

June 28, 2017

WHEREAS, on August 14, 2013, City Council authorized a three-year master agreement for steel and aluminum used in new construction and maintenance projects by Resolution No. 13-1281.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a master agreement with Garland Steel, Inc. (204037), approved as to form by the City Attorney, for the purchase of steel and aluminum used for construction, maintenance, and repairs for a term of three years, in an amount not to exceed \$1,984,201.31.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for steel and aluminum used for construction, maintenance, and repairs. If a written contract is required or requested for any or all purchases of steel and aluminum used for construction, maintenance, and repairs under the master agreement instead of individual purchase orders, the City Manager is hereby authorized to execute a contract, approved as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,984,201.31 to Garland Steel, Inc. from Master Agreement Contract No. POM-2017-00001936.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 12

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Water Utilities

CMO: Elizabeth Reich, 670-7804
Majed Al-Ghafry, 670-3302

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment – Environmental Improvements, Inc. in the amount of \$1,086,260, Hartwell Environmental Corporation in the amount of \$508,900, Simba Industries in the amount of \$259,000, Cole-Parmer Instrument Company LLC in the amount of \$87,000, Fin-Tek Corporation in the amount of \$68,500, and Municipal Valve & Equipment Company, Inc. in the amount of \$13,500, lowest responsible bidders of seven – Total not to exceed \$2,023,160 - Financing: Water Utilities Current Funds

BACKGROUND

This action does not encumber funds; the purpose of a master agreement is to establish firm pricing for goods, for a specific term, which are ordered on an as needed basis.

This master agreement provides original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment. These parts are used for the maintenance and repair of existing equipment such as lime slakers, grit removers, vacuum breakers, chlorinators, belt filter presses, evaporators, and pumps. This master agreement is only utilized to supply parts for equipment that must be repaired with original equipment manufacturers parts to maintain equipment under warranty.

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 445 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone.

BACKGROUND (continued)

Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council, and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 8, 2012, City Council authorized a two-year master agreement for original equipment manufacturers parts and accessories for water treatment equipment for Water Utilities by Resolution No. 12-1888.

On November 12, 2014, City Council authorized an increase to the master agreement for the purchase of original equipment manufacturers parts and accessories for water treatment equipment for Water Utilities for the term from August 7, 2014 through May 6, 2015, by Resolution No. 14-1882.

On August 12, 2015, City Council authorized a three-year master agreement for original equipment manufacturers parts and accessories for water treatment equipment by Resolution No. 15-1345.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Water Utilities Current Funds - \$2,023,160

M/WBE INFORMATION

60 - Vendors contacted
59 - No response
 1 - Response (Bid)
 0 - Response (No bid)
 1 - Successful

The awardees have fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

ETHNIC COMPOSITION

Environmental Improvements, Inc.

White Male	21	White Female	7
Black Male	0	Black Female	0
Hispanic Male	1	Hispanic Female	0
Other Male	0	Other Female	0

Hartwell Environmental Corporation

White Male	13	White Female	4
Black Male	0	Black Female	0
Hispanic Male	1	Hispanic Female	1
Other Male	0	Other Female	0

Simba Industries

White Male	5	White Female	4
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

Cole-Parmer Instrument Company LLC

White Male	195	White Female	113
Black Male	8	Black Female	23
Hispanic Male	23	Hispanic Female	15
Other Male	15	Other Female	33

Fin-Tek Corporation

White Male	6	White Female	2
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

Municipal Valve & Equipment Company, Inc.

White Male	12	White Female	4
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	1
Other Male	0	Other Female	0

BID INFORMATION

Business Development & Procurement Services received the following bids from solicitation number BM1705. We opened them on February 3, 2017. We recommend the City Council award this master agreement to the lowest responsive and responsible bidders by line. Information related to this solicitation is available upon request.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Environmental Improvements, Inc.	517 N. Keavy Ave. Lewisville, TX 75057	Multiple Lines
*Hartwell Environmental Corporation	5211 W. Arkansas Ln. Arlington, TX 76016	Multiple Lines
*Simba Industries	753 Port America Pl. Suite 210 Grapevine, TX 76051	Multiple Lines
*Cole-Parmer Instrument Company LLC	625 E. Buckner Ct. Vernon Hills, IL 60061	Multiple Lines
*Fin-Tek Corporation	6 Leo Pl. Wayne, NJ 07470	Multiple Lines
*Municipal Valve & Equipment Company, Inc.	4547 Westgrove Dr. Addison, TX 75001	Multiple Lines
Andritz Separation Inc.	1010 Commercial Blvd. S. Arlington, TX 76001	Multiple Lines

OWNERS

Environmental Improvements, Inc.

Lyle Milstead, President
Eric Fields, Vice President

OWNERS (continued)

Hartwell Environmental Corporation

Kent Guibeau, President
Robert J. Russell, Vice President
Ron Culp, Secretary
Andrew Spicher, Treasurer

Simba Industries

Vickie L. Kasten, President

Cole-Parmer Instrument Company LLC

Bernd Brust, President
Leo Stevens, Vice President
Jon Salkin, Treasurer
Mick Morse, Secretary
Ming Canning, Director, Chief Human Resources Officer

Fin-Tek Corporation

Donald R. Finnegan, President
Mary Finnegan, Secretary

Municipal Valve & Equipment Company, Inc.

David McGoodwin, President
Randy Greene, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment – Environmental Improvements, Inc. in the amount of \$1,086,260, Hartwell Environmental Corporation in the amount of \$508,900, Simba Industries in the amount of \$259,000, Cole-Parmer Instrument Company LLC in the amount of \$87,000, Fin-Tek Corporation in the amount of \$68,500, and Municipal Valve & Equipment Company, Inc. in the amount of \$13,500, lowest responsible bidders of seven – Total not to exceed \$2,023,160 - Financing: Water Utilities Current Funds

Environmental Improvements, Inc., Hartwell Environmental Corporation, Cole-Parmer Instrument Company LLC, and Fin-Tek Corporation are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforce. Simba Industries is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce. Municipal Valve & Equipment Company, Inc is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$272,500.00	13.47%
Total non-local contracts	\$1,750,660.00	86.53%
TOTAL CONTRACT	\$2,023,160.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Simba Industries	WFWB08935N0718	\$259,000.00	95.05%
Total Minority - Local		\$259,000.00	95.05%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$259,000.00	95.05%	\$259,000.00	12.80%
	-----	-----	-----	-----
Total	\$259,000.00	95.05%	\$259,000.00	12.80%

June 28, 2017

WHEREAS, on August 8, 2012, City Council authorized a two-year master agreement for original equipment manufacturers parts and accessories for water treatment equipment for Water Utilities by Resolution No. 12-1888; and

WHEREAS, on November 12, 2014, City Council authorized an increase to the master agreement for the purchase of original equipment manufacturers parts and accessories for water treatment equipment for Water Utilities for the term from August 7, 2014 through May 6, 2015, by Resolution No. 14-1882; and

WHEREAS, on August 12, 2015, City Council authorized a three-year master agreement for original equipment manufacturers parts and accessories for water treatment equipment by Resolution No. 15-1345.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a master agreement with Environmental Improvements, Inc. (243639) in the amount of \$1,086,260, Hartwell Environmental Corporation (359127) in the amount of \$508,900, Simba Industries (519720) in the amount of \$259,000, Cole-Parmer Instrument Company LLC (093196) in the amount of \$87,000, Fin-Tek Corporation (518800) in the amount of \$68,500, and Municipal Valve & Equipment Company, Inc. (332290) in the amount of \$13,500, approved as to form by the City Attorney, for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment for a term of three years in a total amount not to exceed \$2,023,160.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment. If a written contract is required or requested for any or all purchases for original equipment manufacturers parts and accessories for water/wastewater pre-existing equipment under the master agreement instead of individual purchase orders, the City Manager is hereby authorized to execute a contract, approved as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,023,160 to Environmental Improvements, Inc., Hartwell Environmental Corporation, Simba Industries, Cole-Parmer Instrument Company LLC, Fin-Tek Corporation, and Municipal Valve & Equipment Company, Inc. from Master Agreement Contract No. DWU-2017-00002203.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 13

KEY FOCUS AREA: E-Gov
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
CMO: Larry Casto, 670-3491
MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled Albert Butler v. City of Dallas et al., Civil Action No. 3:14-CV-1991-B - Not to exceed \$45,000 - Financing: Current Funds

BACKGROUND

Albert Butler, Jr. sued the City of Dallas and former Dallas police officer Brian Bradley, alleging that during a traffic stop, the officer violated Mr. Butler's constitutional rights to be free from the unnecessary and unreasonable use of force. If Mr. Butler were to prevail at trial, federal law entitles him to recover his damages, plus reasonable and necessary attorney's fees and costs incurred in bringing his claims against Bradley and the City. The parties have reached a settlement agreement, subject to City Council approval, that disposes of all of Mr. Butler's claims for damages, attorney's fees, and costs of suit. Mr. Butler is represented by the Washington Law Firm, P.C.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed in Executive Session on June 21, 2017.

FISCAL INFORMATION

Funding for this item is budgeted in the current fiscal year.

Current Funds - \$45,000

June 28, 2017

WHEREAS, a lawsuit styled Albert Butler v. City of Dallas et al., Civil Action No. 3:14-CV-1991-B, was filed by the plaintiff alleging that during a traffic stop, former police officer Brian Bradley violated his constitutional rights to be free from the unnecessary and unreasonable use of force; and

WHEREAS, the plaintiff has agreed to a settlement of the case whereby the City will pay Albert Butler, Jr. and the Washington Law Firm, P.C., and all other persons having an interest in the settlement proceeds, the total amount of \$45,000; and

WHEREAS, it is in the best interest of the City to settle this lawsuit.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the proposed settlement of the lawsuit, styled Albert Butler v. City of Dallas et al., Civil Action No. 3:14-CV-1991-B, in an amount not to exceed \$45,000 is hereby approved.

SECTION 2. That the Chief Financial Officer is hereby authorized to pay Albert Butler, Jr. and the Washington Law Firm, P.C. and all other persons having an interest in the settlement, the amount of \$45,000 from Fund 0192, Department ORM, Unit 3890, Object 3521, Vendor CTORM001.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 14

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Larry Casto, 670-3491

MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled Annetta Dees v. Joseph Thomason, Civil Action No. 3:15-CV-3237-K - Not to exceed \$60,000 - Financing: Current Funds

BACKGROUND

Annetta Dees filed suit against Dallas Police Department Officer Joseph Thomason, seeking compensation for bodily injuries sustained in an incident on December 28, 2013. The parties have reached a settlement agreement, subject to City Council approval, resolving all of Plaintiff's claims and any potential attorney's fees and costs of suit. Ms. Dees is represented by Scott Palmer, P.C.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed in Executive Session on June 21, 2017.

FISCAL INFORMATION

Funding for this item is budgeted in the current fiscal year.

Current Funds - \$60,000

June 28, 2017

WHEREAS, a lawsuit styled Annetta Dees v. Joseph Thomason, Civil Action No. 3:15-CV-3237-K, was filed by the plaintiff seeking compensation for bodily injuries sustained in an incident on December 28, 2013; and

WHEREAS, the plaintiff has agreed to a settlement of the case whereby the City will pay Annetta Dees, Scott Palmer P.C., Payee First Recovery Group, LLC, and all other persons having an interest in the settlement proceeds, the total amount of \$60,000.00; and

WHEREAS, it is in the best interest of the City to settle this lawsuit.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the proposed settlement of the lawsuit, styled Annetta Dees v. Joseph Thomason, Civil Action No. 3:15-CV-3237-K, in an amount not to exceed \$60,000.00 is hereby approved.

SECTION 2. That the Chief Financial Officer is hereby authorized to pay Annetta Dees, Scott Palmer P.C., and all other persons having an interest in the settlement, the amount of \$58,182.89 from Fund 0192, Department ORM, Unit 3890, Object 3521, Vendor CTORM001.

SECTION 3. That the Chief Financial Officer is hereby authorized to pay Payee First Recovery Group, LLC, and all other persons having an interest in the settlement, the amount of \$1,817.11 from Fund 0192, Department ORM, Unit 3890, Object 3521, Vendor CTORM001.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 15

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Communication and Information Services

CMO: Jody Puckett, 670-3390

MAPSCO: N/A

SUBJECT

Authorize a twelve-month service agreement for renewal of software use and support of the Socrata Open Data Portal - Carahsoft Technology Corp, through the U.S. General Service Administration procurement price list - Not to exceed \$280,176 - Financing: Current Funds

BACKGROUND

The renewal of this service agreement with Carahsoft Technology Corp will allow for continuous use and support of the City's Socrata Open Data Portal. This solution is related to data transparency initiatives which allows for publishing City data to the web. This software empowers end users with tools for sharing of information and delivery of a fully branded data portal that allows users to:

- Perform robust searches for City data and information based on categories, tags, popularity and other common browsing methods
- Ability to generate reports, dash boards and published data
- Offer citizens better access to City data, which creates opportunities for greater transparency

This service agreement will also include annual software upgrades, 24/7 professional support, access to annual technology conference, access to demonstrations and workshops on new software releases.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 23, 2015, the Quality of Life and Environment Committee was briefed via memorandum.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On March 25, 2015, City Council authorized a twelve-month renewal service agreement for software use and support of the Socrata Open Data Portal with Alamo City Engineering Services, Inc. through the U.S. General Services Administration by Resolution No. 15-0483.

On March 21, 2016, information about this item was provided to the Budget, Finance, and Audit Committee.

On March 23, 2016, City Council authorized a twelve-month service agreement for renewal of software use and support of the Socrata Open Data Portal with Carahsoft Technology Corp, through the U.S. General Service Administration procurement price list by Resolution No. 16-0428.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Current Funds - \$280,175.76

ETHNIC COMPOSITION

Carahsoft Technology Corp

White Male	271	White Female	229
Black Male	21	Black Female	6
Hispanic Male	15	Hispanic Female	13
Other Male	43	Other Female	36

OWNER

Carahsoft Technology Corp

Craig P. Abod, President
Robert Moore, Vice President

June 28, 2017

WHEREAS, on May 29, 2013, the City Manager authorized a pilot subscription for a Socrata Open Data Portal Pilot Plan by Administrative Action No. 13-5666; and

WHEREAS, on March 25, 2015, City Council authorized a twelve-month renewal service agreement for software use and support of the Socrata Open Data Portal with Alamo City Engineering Services, Inc., through the U.S. General Services Administration by Resolution No. 15-0483; and

WHEREAS, on March 23, 2016, City Council authorized a twelve-month service agreement for renewal of software use and support of the Socrata Open Data Portal with Carahsoft Technology Corp, through the U.S. General Service Administration procurement price list by Resolution No. 16-0428.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a twelve-month service agreement with Carahsoft Technology Corp (VS0000009713) through intergovernmental cooperative purchasing from the U.S. General Service Administration procurement price list, approved as to form by the City Attorney, for the renewal of software use and support of the Socrata Open Data Portal, in an amount not to exceed \$280,175.76.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriations in an amount not exceed \$280,175.76 to Carahsoft Technology Corp from:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>FY</u>	<u>Encumbrance/Contract No.</u>
0198	DSV	1749	3099	\$280,175.76	2017	DSV-2017-00001901

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 10

DEPARTMENT: Office of Economic Development

CMO: Raquel Favela, 670-3309

MAPSCO: 17Y 17Z 27B-D 27G-H

SUBJECT

Authorize **(1)** a public hearing to be held on August 9, 2017, to receive comments concerning the creation of the North Lake Highlands Public Improvement District (the "District"), in accordance with Chapter 372 of the Texas Local Government Code, ("the Act") for the specified area of the District, for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and at the close of the public hearing **(2)** a resolution approving creation of the District for seven years and approval of the District's Service Plan for 2018-2024 - Financing: No cost consideration to the City

BACKGROUND

On June 2, 2017, the Lake Highlands Improvement District Corporation (LHIDC), a non-profit corporation currently managing the existing Lake Highlands Public Improvement District (PID) and working in collaboration to represent property owners north of Lyndon B. Johnson Freeway in the Forest/Audelia area, delivered to the City of Dallas a petition satisfying the requirements of the Act to create the District.

City staff reviewed the petitions and determined that the petition requirements were met for both property value and land area for the creation of the District. Staff has also evaluated the service plan and recommended that the services be made as proposed by the proposed service plan and the plan is feasible.

The proposed district as shown in the petition included a slightly larger geography; however, based on the level of property owner support the final map was reduced. Excluded properties include self-storage facilities and other commercial uses that can be removed without service impacts as they do not receive special benefit from the services proposed. The new proposed boundary is reflected in the attached map.

On June 28, 2017, City Council will be asked to consider a resolution calling for a public hearing regarding the creation of the North Lake Highlands Public Improvement District (NLHPID) to be held on August 9, 2017.

BACKGROUND (continued)

The City desires, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located within the District to speak for or against the creation of the District for a special assessment against each property owner of record for real property and real property improvements, exclusive of right-of-way, to provide funding for the District for the purpose of providing supplemental services and improvements.

The PID is outlined in the following ways:

- A. Purpose of the District; General Nature of the Proposed Services and Improvements.** The purpose of the District is to supplement and enhance services provided within the District, but not to replace or supplant existing City services provided within the District.

The general nature of the proposed services and improvements to be performed by the District includes enhanced security and public safety, capital improvements, improvement of common areas, landscaping, trash/litter removal, graffiti control, marketing and promotional activities, distinctive lighting and signage, business development and recruitment to promote the area, and related expenses incurred in establishing, administering and operating the District as authorized by the Act.

The District struggles with high crime, high unemployment, and a high mobility rate for students and families. The District lacks city resources like a park, recreation center, or library. And there are few non-profits or churches working in the neighborhood. Yet, recent focus on the area has seen measured change. The Forest/Audelia area has historically been in the Dallas Police Department's top ten Target Area Action Grids ("TAAG") in the City, but recently dropped out of the top ten TAAG areas after the Dallas Police Violent Crimes Taskforce focused its resources in the area temporarily. Community Prosecution has forged valuable relationships with property management and commercial ownership in this densely populated multi-family area to affect quality of life and reduce abatable offenses. Through partnership with the Police Athletic League, Dallas Park & Recreation, and the Apartment Association of Greater Dallas, a youth boxing gym will open this summer at Forest Lane and Audelia Road to offer after-school recreational activities. The Skillman Gateway Bridge is scheduled to begin in October 2017 and will serve as an entrance to Lake Highlands, connecting its northern and southern neighborhoods. The area is beginning to change, but it is the commitment and resources of a PID with a prime focus on public safety, beautification, community engagement, and youth recreational activities that will permanently sustain and enhance this success. Successes that will benefit the District, the surrounding community, and the City at large.

BACKGROUND (continued)

- B. Method of Assessment.** The assessment shall apportion the costs each year among the property owners on the basis of special benefits accruing to the property. The proposed method of assessment, which may specify included or excluded classes of assessable property, shall be based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. The estimated assessment for the first year of collection is proposed to be \$448,748. This amount is approximately equal to \$0.12 per \$100.00 of appraised value, as determined by the Dallas Central Appraisal District. If appraised values rise such that an assessment rate equal to the amount of \$0.15 per \$100.00 valuation would yield an assessment amount that exceeds the estimated costs, the assessment rate shall be reduced until the total assessment equals or is less than to the budgeted amount approved in the petition, subject to the appropriations set forth in the petition.
- C. Estimated Cost; No Bonded Indebtedness.** During the seven-year period, the annual cost of the improvements and services provided by the existing District is estimated to range from approximately \$448,748 to \$1,399,726 annually. Based on the estimated maximum cost of improvements and services, the seven-year total assessment collection requested by the District shall not exceed a collective total of \$5,850,697 (which is the sum of net assessment revenue over the next seven years). In the event the District requires additional funds, the District shall re-petition the property owners for such an increase. At no time shall the total amount levied exceed the total amount for the services and improvements to be provided for the year in which the property is assessed. The District shall not incur bonded indebtedness.
- D. Apportionment of Cost between the District and the Municipality as a Whole.** The District shall pay the costs of the services and improvements by special assessment against the real property and real property improvements. The real property of jurisdictions and entities that have obtained an exemption from the City of Dallas real property taxes pursuant to the Texas Property Code (except under the provisions of Sections 11.24 and 11.28 of the Property Tax Code) will not be subject to an assessment on that portion of the assessed value of the property exempt from City real property taxes.

The City of Dallas is not responsible for payment of assessment against exempt City property in the District. City rights-of-way, railroad rights-of-way, City parks and cemeteries are not specially benefitted and therefore are not subject to Public Improvement District (PID) assessment.

BACKGROUND (continued)

- E. Annual Assessment Collection and Budget Allocation.** The District shall prepare an ongoing service plan that covers a period of at least five years and shall hold an annual meeting to review the service plan for the purpose of determining the annual budget. The annual meeting shall be open to all property owners in a public meeting space (with written notice to all property owners in the PID at least two weeks prior to the meeting) to provide an opportunity for property owner questions, comments and input to be considered during the PID annual budget and service plan approval process.
- F. City Expenses and Dallas County Charges.** The District shall pay the cost of: (i) collections service fee to Dallas County and (ii) City expenses related to oversight of the PID operations.
- G. District Management.** The District shall be managed by Lake Highlands Improvement District Corporation (LHIDC), a private non-profit corporation created under the laws of the State of Texas and under the provisions of Section 501(c)(3) of the Internal Revenue Code. The petition included a provision that in the future the management responsibilities of the District may be assigned to another, independent management entity created under the laws of the State of Texas and provisions of Section 501(c)(3) of the Internal Revenue Code.
- H. Advisory Body.** An advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality. In the interest of providing efficient District management, the City Council, by accepting this Petition and establishing the District, agrees not to establish a separate advisory body and agrees to assign the responsibility for development and recommendation of the annual service and improvement plans and other responsibilities of the advisory body contained in the Act.
- I. District Dissolution.** The District shall automatically dissolve on December 31, 2024, unless renewed or dissolved through the Petition and approval process as provided by the Act. Additionally, a public hearing may be called for the purpose of dissolving the District if a petition requesting dissolution is filed with the Dallas City Secretary and the Petition contains the signatures of at least enough property owners in the District to make the petition sufficient for the creation of a public improvement district as provided in Section 372.005(b) of the "Act." If the District is dissolved, the District nonetheless shall remain liable for the payment of any indebtedness for the District.

BACKGROUND (continued)

- J. Request for District Renewal.** The persons signing this Petition request or concur with the renewal of the District and, if approved by the owners of the designated area, the boundaries and request that this Petition be considered at the earliest possible time and that the City Council take those lawful steps necessary to renew the District, authorize the improvements and services described herein, levy the necessary assessments to pay for the improvements and services and take any additional actions required under the Act for the benefit of the District.
- K. PID Assessment Collection Budget Projection.** The seven-year service plan is a projection of annual PID assessment collection. If the total PID collection is less than the annual budgeted amount, the management entity, NLHPID, can:
- use discretion to re-allocate PID revenues to best service property owners and residents within the PID area. No budget category may be adjusted by more than 20 percent of projected amount.
 - use funds in the contingency category for other expenditures.

No over-collection is anticipated, however, if the PID assessment collection is greater than the annual projected amount, the managing entity shall:

- be permitted to carry over up to 20 percent of the funds budgeted to the following year to account for delays or cost adjustments, provided that the cumulative seven-year total for each category is not exceeded as a result of such carry-over,
- reduce the amount of the assessment in the following year to absorb the over-collection, or
- return the funds to the property owners, or
- submit a revised petition to obtain consent of the property owners for an increased collection.

The term of the District upon creation is seven years (2018 to 2024). Pending approval, actual operations in the District will commence next year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 9, 2017, the City Council was briefed by memorandum regarding this matter.

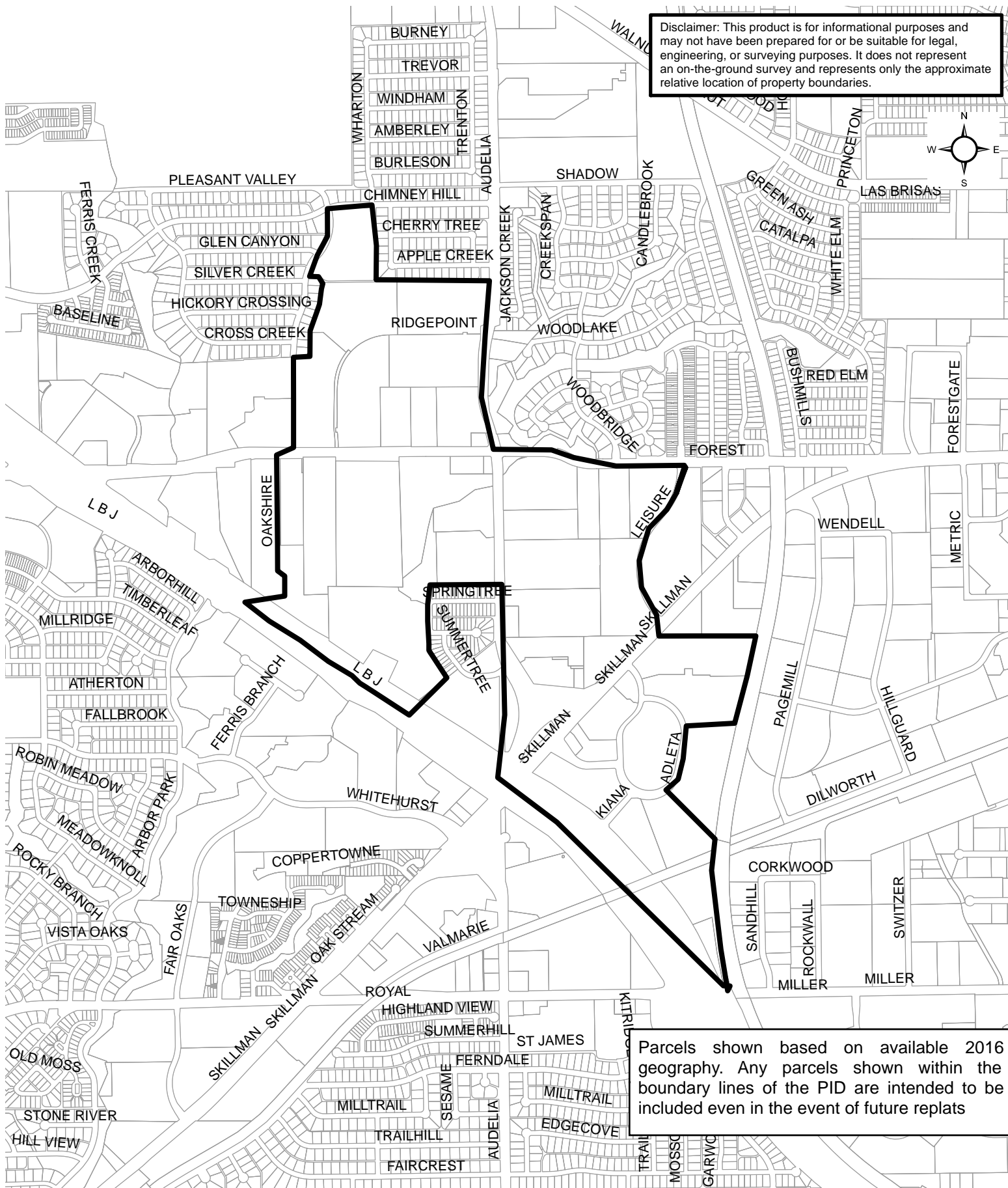
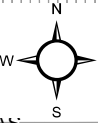
FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Parcels shown based on available 2016 geography. Any parcels shown within the boundary lines of the PID are intended to be included even in the event of future replats

June 28, 2017

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts; and

WHEREAS, on June 2, 2017, Lake Highlands Improvement District Corporation, representing owners of real property located within the North Lake Highlands Public Improvement District area, delivered to the City of Dallas a petition to create the North Lake Highlands Public Improvement District (the “District”) in accordance with Chapter 372 of the Texas Local Government Code, and as shown on the attached Map of the District (**Exhibit A**). City staff reviewed the petition and determined that it meets the Act’s thresholds for calling a public meeting after which the City Council may consider creation of the District; and

WHEREAS, pursuant to Section 372.007 of the Act, the City staff, with the assistance of the District property owner representatives, verified the petitions, evaluated the creation service plan to determine whether the services should be made as described by the proposed service plan and found the plan to be feasible; and

WHEREAS, the number of signatures collected on the petitions exceed the percentages required by the Act, both by value and area within the proposed District, the City Council finds that there is good cause to waive the heightened percentages set forth in the policy adopted by Resolution No. 05-3539, as amended, finding that high number of aging multi-family properties with transitional ownership together with the mix of land uses in the proposed District, would make achieving a higher percentage of signatures impractical; and

WHEREAS, the City desires by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located within the District to speak for or against the creation of the District, which intends to levy a special assessment against each property owner of record for real property and real property improvements, exclusive of rights-of-way, to provide funding for the District for the purpose of providing supplemental services and improvements.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That a public hearing shall be held at 1:00 p.m. on August 9, 2017, in the City Council Chambers, Dallas City Hall, 6th floor, 1500 Marilla Street, Dallas, Texas, 75201 at which time any interested person may appear and speak for or against the renewal of the District, with boundaries as described by **Exhibit A** to provide improvements and supplemental services as permitted by and for the purposes set forth in the Petition, to be funded by a special assessment against the property owners of record for real property and real property improvements, exclusive of rights-of-way in the amounts described by **Exhibit B**.

June 28, 2017

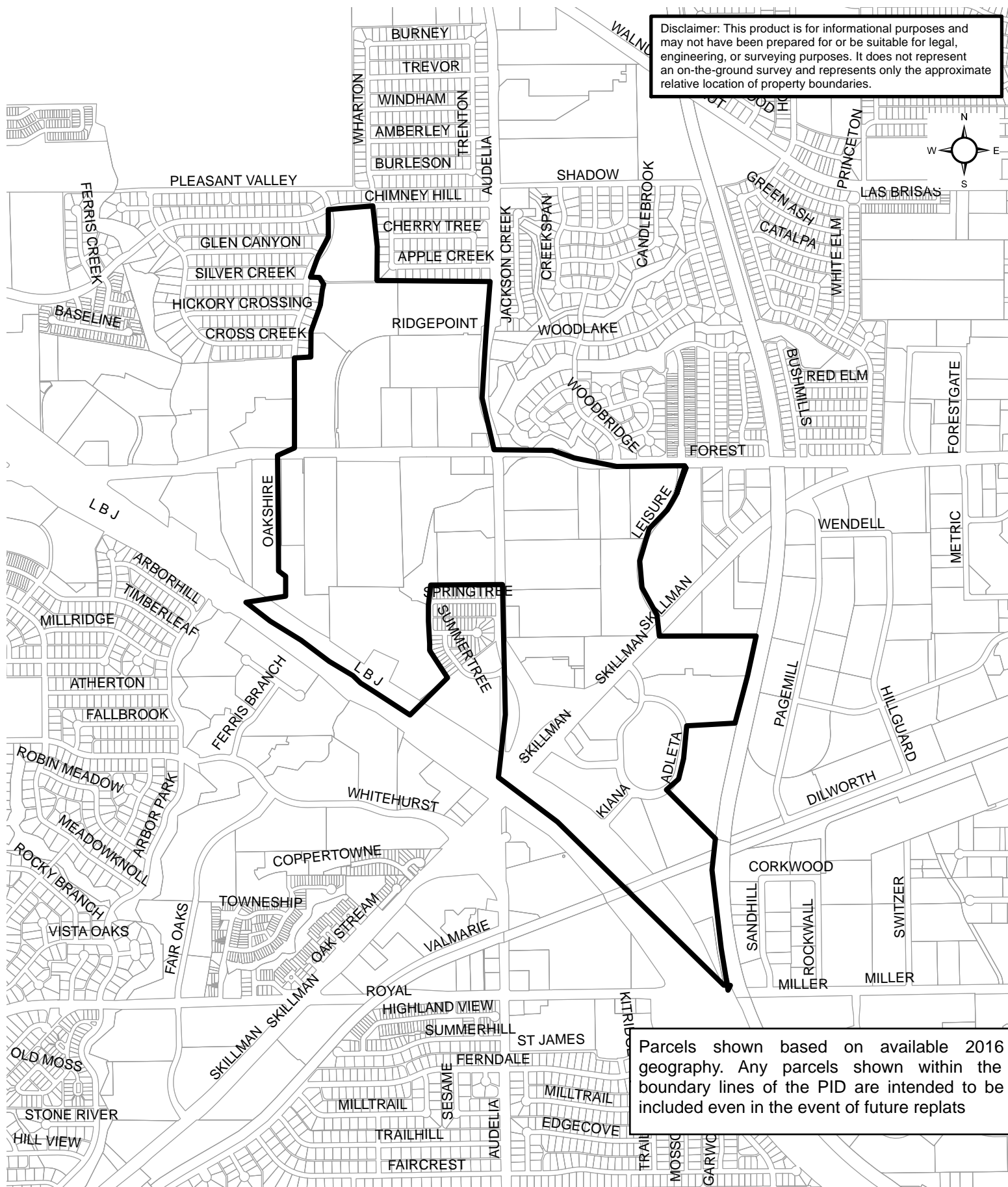
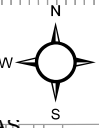
SECTION 2. That the facts and recitals contained in the preamble of this resolution are found and declared to be true and correct.

SECTION 3. That notice of the public hearing shall be published in a newspaper of general circulation in the City of Dallas and mailed to the property owners of the District before the 15th day before the public hearing.

SECTION 4. That after the close of the public hearing, City Council may consider a resolution approving the creation of the District; authorizing the District to levy a special assessment against the property owners of record for real property and real property improvements, exclusive of rights-of-way, to fund the improvements and supplemental services; approving the District's Service Plan for calendar years 2018-2024; designating the Lake Highlands Improvement District Corporation as the Management entity of the District; and providing an effective date.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Parcels shown based on available 2016 geography. Any parcels shown within the boundary lines of the PID are intended to be included even in the event of future replats

NORTH LAKE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT PROPOSED PID SEVEN YEAR SERVICE PLAN (2018-2024)										Exhibit B
	2018	2019	2020	2021	2022	2023	2024			
INCOME										
Net Assessment*	\$448,748.00	\$516,727.25	\$630,903.39	\$768,205.95	\$932,103.89	\$1,154,683.05	\$1,399,326.46			
Interest on Cash Balance	\$0.00	\$300.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00			
Surplus Carried Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Total Income	\$448,748.00	\$517,027.25	\$631,303.39	\$768,605.95	\$932,503.89	\$1,155,083.05	\$1,399,726.46			
EXPENSES										
Renewal/Creation Fee	\$15,000.00	3%								
Public Safety ⁽¹⁾	\$269,248.80	60%	\$347,216.86	55%	\$422,733.27	50%	\$577,541.52	50%	\$699,863.23	50%
Improvements ⁽²⁾	\$70,262.12	16%	\$93,064.91	18%	\$145,199.78	23%	\$261,101.09	28%	\$391,923.41	28%
Promotion ⁽³⁾	\$22,437.40	5%	\$31,021.64	6%	\$37,878.20	6%	\$46,116.36	6%	\$69,304.98	6%
Administration ⁽⁴⁾	\$44,874.80	10%	\$51,702.73	10%	\$63,130.34	10%	\$76,860.59	10%	\$93,250.39	10%
Audit	\$8,974.96	2%	\$10,340.55	2%	\$12,626.07	2%	\$15,372.12	2%	\$18,650.08	2%
Insurance	\$17,949.92	4%	\$20,681.09	4%	\$25,252.14	4%	\$30,744.24	4%	\$37,300.16	4%
Total Expenses	\$448,748.00	\$517,027.25	\$631,303.39	\$768,605.95	\$932,503.89	\$1,155,083.05	\$1,399,726.46			
Surplus Carried Forward										
Notes:										
The assessment amount is approximately equal to \$0.12 per \$100.00 of appraised value as determined by the Dallas Central Appraisal District (DCAD).										
*Net assessment reflects the deduction of City and County fees from the gross assessment collection.										
⁽¹⁾ Public Safety consists of enhanced neighborhood patrols, security enhancements, emergency preparedness										
⁽²⁾ Improvements include aesthetic improvements, acquisition and installation of public art, the establishment of parks and youth recreation sites, and educational programming										
⁽³⁾ Promotion includes business recruitment related expenses, branding efforts, marketing and outreach efforts and materials, and advertising										
⁽⁴⁾ Administrative costs include management fee, annual tax preparation, bookkeeping charges, office supplies, and postage for public notifications										

AGENDA ITEM # 17

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 4

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Raquel Favela, 670-3309

MAPSCO: 55F

SUBJECT

Authorize an amendment to Resolution No. 15-2137, previously approved on November 10, 2015, for a conditional grant agreement with SDC Compton Housing, LP, to extend the agreement from March 31, 2017 to December 31, 2017 for the project in South Dallas located on Fran Way near 8th and Corinth Streets - Financing: No cost consideration to the City

BACKGROUND

In March 2017, SDC Compton Housing, LP (SDC) requested an extension of the March 31, 2017 completion deadline for its conditional grant agreement for \$1,225,000. The developer has obtained private financing with Texas Legacy Bank for the construction of 49 homes at Fran Way near Corinth and 8th Streets. The townhomes will be sold to homebuyers with income ranging in low, moderate, and middle. The project will leverage approximately \$9,065,000 in private funds.

SDC Compton Housing, LP (SDC) has pre-sold all 49 units in the planned community and has closed on 11 of the units with title transfers to homeowners. The remaining 38 units are estimated to be completed and closed within the next five months. The homes will be sold to homebuyers with incomes up to 140 percent of Area Median Family Income (AMFI).

Delays occurred in the early stages of the project, including closing on the private financing and inclement weather. To date since construction started, there have not been any significant delays.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 17, 2015, City Council authorized a conditional grant agreement with Sphinx Development Corporation or its wholly owned subsidiary to pay a portion of the construction costs for a single family development for 49 townhomes in South Dallas located on 8th Street and Corinth Street by Resolution No. 15-1200.

On August 26, 2015, City Council authorized an amendment to Resolution No. 15.1200, previously approved on August 26, 2015, for a conditional grant agreement with Sphinx Development Corporation to change the name of the developer to SDC Compton Housing, LP to clarify the terms of the agreement and extend the start date to no later than December 31, 2015 for the project in South Dallas located on Fran Way near Eighth and Corinth Streets, to pay for a portion of the construction costs for a single family development for 49 homes in South Dallas located on 8th and Corinth Streets by Resolution No. 15-1544.

On November 10, 2015, City Council authorized an amendment to Resolution No. 15-1544, previously approved on August 26, 2015, the conditional grant agreement with SDC Compton Housing, LP to clarify the terms of the agreement and extend the start date to no later than December 31, 2015 for the project in South Dallas located on Fran Way near 8th and Corinth Streets by Resolution No. 15-2137.

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

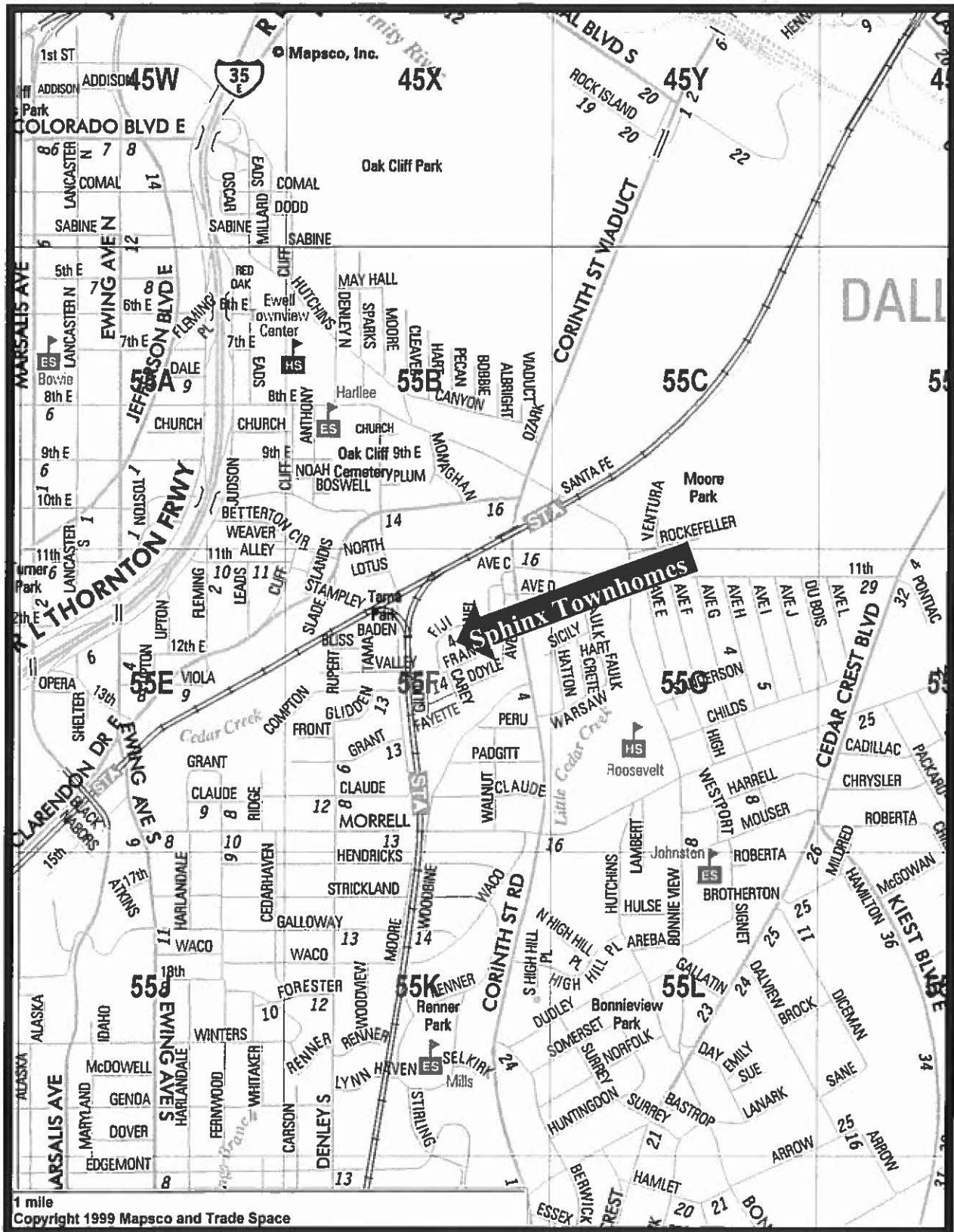
OWNER/DEVELOPER

SDC Compton Housing, LP

Jay Oji

MAP

Attached



June 28, 2017

WHEREAS, mixed-income housing is a high priority of the City of Dallas; and

WHEREAS, the City of Dallas seeks to support economic growth in the southern area of the city and economic development in connection with transit-oriented developments; and

WHEREAS, on June 17, 2015, City Council authorized a conditional grant agreement with Sphinx Development Corporation or its wholly owned subsidiary to pay a portion of the construction costs for a single family development for 49 townhomes in South Dallas located on 8th Street and Corinth Street by Resolution No. 15-1200; and

WHEREAS, on August 26, 2015, City Council authorized an amendment to Resolution No. 15-1200, previously approved on June 17, 2015, for a conditional grant agreement with Sphinx Development Corporation to change the name of the developer to SDC Compton Housing, LP (SDC) to pay for a portion of the construction costs for a single family development for 49 homes in South Dallas located on Eighth and Corinth Streets by Resolution No. 15-1544; and

WHEREAS, on November 10, 2015, City Council authorized an amendment to Resolution No. 15-544, previously approved on August 26, 2015, the conditional grant agreement with SDC Compton Housing, LP to (1) clarify the terms of the agreement to allow flexibility in the number of total units financed under the grant agreement in the event the units are sold to households with income over 140 percent of Area Median Family Income (AMFI); and (2) extend the start date to no later than December 31, 2015, by Resolution No. 15-2137; and

WHEREAS, the redevelopment of the Property will further the City's goals for development in the southern sector; and

WHEREAS, the City desires for SDC Compton Housing, LP to develop 49 single family townhomes offering a mix of housing choices.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign an amended conditional grant agreement with SDC Compton Housing, LP, approved as to form by the City Attorney, to extend the completion deadline in agreement from March 31, 2017 to December 31, 2017, for the project in South Dallas located on Fran Way near 8th and Corinth Streets.

June 28, 2017

SECTION 2. That the terms of the grant agreement continue without change except for the extension of the completion deadline, and include:

- (a) SDC Compton Housing, LP has executed a lien through a Deed of Trust for performance.
- (b) SDC started construction no later than December 31, 2015 and has until December 31, 2017 to complete the build out and sales to buyers.
- (c) SDC will 49 build units to be offered to households at all income levels,
(1) SDC will be allowed reimbursement up to \$25,000 per unit for sales to homebuyers at or below 140 percent Area Median Family Income; and (2) SDC will not be required to sell all units to households at or below 140 percent Area Median Income.
- (d) The City's performance liens will be released at the completion of construction of the units.

SECTION 3. That this contract is designated as Contract No. HOU-2016-00000434.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Nadia Chandler Hardy, 671-1611

MAPSCO: N/A

SUBJECT

Authorize **(1)** an amendment to Resolution No. 16-1387, previously approved on August 24, 2016 to (a) increase appropriations by \$1,113,607 from \$1,500,000 to \$2,613,607 for FY 2016 Healthy Community Collaborative (HCC) grant to align with a revision by the Health and Human Services Commission (HHSC) changing the award amount to the City of Dallas from \$1,500,000 to \$2,613,607 in the HHSC-Health Community Collaborative Grant Fund; (b) correct the private 1:1 cash match for the FY 2016 HCC grant allocation from \$1,500,000 to \$2,613,607; (c) decrease appropriations by \$1,113,607, from \$2,613,607 to \$1,500,000 for FY 2017 HCC grant appropriation to align with a revision by the HHSC changing the award amount from \$2,613,607 to \$1,500,000 in the HHSC-Health Community Collaborative Grant Fund; and (d) correct the private 1:1 cash match for the FY 2017 HCC grant allocation from \$2,613,607 to \$1,500,000; **(2)** application and acceptance of FY 2018 HCC grant from HHSC (Contract No. 2016-049507-001A, Amendment No. 1) to provide services to the homeless through HCC grant in the amount of \$1,500,000 for the period of September 1, 2017 through August 31, 2018 and to (a) provide private 1:1 cash match in an amount not to exceed \$1,500,000; (b) receive and deposit funds in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC-FY 2018 Healthy Community Collaborative Grant Fund; and (c) establish appropriations in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC FY 2018 Healthy Community Collaborative Grant Fund; and **(3)** execution of the grant agreement - Not to exceed \$1,500,000 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds

BACKGROUND

Senate Bill 58 of the 83rd regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding community collaborative projects to improve the access to care, quality/comprehensiveness of care, and outcomes for persons who are both homeless and have a mental illness. DSHS awarded funds to five Texas municipalities in counties with populations of more than one million, including Bexar, Dallas, Harris, Tarrant, and Travis.

BACKGROUND (continued)

Acceptable uses of the grant funds and the required private matching funds includes: establishment or expansion of a community collaborative of service providers focused on meeting the needs of the mentally ill homeless population, operation and/or maintenance of minimum services (assistance accessing benefits, detoxification units, integrated medical services, housing services and education, job training and/or supported employment) and once required services are met, the provision and/or coordination of additional/optional services may be provided. The City and its subcontractors will have to match funds 1:1 from private funds.

Contract Renewals will be reviewed and brought back for City Council consideration August 9, 2017.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 25, 2014, City Council authorized the acceptance of a grant from the Texas Department of State Health Services to provide service to the homeless through the Healthy Community Collaborative for the period May 1, 2014 through August 31, 2015, and an eighth amendment to the Management Services Contract, Phase II, with Bridge Steps by Resolution No. 14-1080.

On February 10, 2016, City Council authorized an amendment to Resolution No. 14-1080, previously approved on June 25, 2014, for a grant from the Texas Department of State Health Services to provide services to the homeless through the HCC to extend the contract service date from August 31, 2015 to August 31, 2016, by Resolution No. 16-0302.

On August 24, 2016, City Council authorized an amendment to Resolution No. 15-1893, previously approved on October 14, 2015 to correct the FY 2016 grant term from the DSHS to provide services to the homeless through the Healthy Collaborative (HCC) grant from July 1, 2014 through August 31, 2017 to August 1, 2016 through August 31, 2017; and acceptance of the FY 2017 HCC grant from DSHS (Contract No. 2016-049507-001) to provide services to the homeless through the HCC for the period of August 1, 2016 through August 31, 2017, by Resolution No. 16-1387.

The Housing Committee was briefed by memorandum regarding this matter on June 5, 2017.

FISCAL INFORMATION

Texas Health and Human Services-Health and Human Services Commission Grant Funds - \$1,500,000
Private Match - \$1,500,000

June 28, 2017

WHEREAS, Senate Bill 58 of the 83rd regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding quality/comprehensiveness of care, and outcomes for persons who re both homeless and have a mental illness, substance abuse use or co-occurring psychiatric disorder; and

WHEREAS, the five eligible municipalities and counties include: Bexar, Dallas, Harris, Tarrant, and Travis; and

WHEREAS, on June 25, 2014, City Council authorized the acceptance of a grant from the Texas Department of State Health Services to provide service to the homeless through the Healthy Community Collaborative for the period May 1, 2014 through August 31, 2015, and an eighth amendment to the Management Services Contract, Phase II, with Bridge Steps by Resolution No. 14-1080; and

WHEREAS, on October 14, 2015, City Council authorized the acceptance of a grant from the Texas Department of Housing and Community Affairs to provide services to the homeless through the Homeless Housing and Services Program; the acceptance of a grant from the Texas Department of State Health Services to provide services to the homeless through the HCC; and the first amendment to the Management Services Contract, Phase II, with Bridge Steps by Resolution No. 15-1893; and

WHEREAS, on February 10, 2016, City Council authorized an amendment to Resolution No. 14-1080, previously approved on June 25, 2014, for a grant from the Texas Department of State Health Services to provide services to the homeless through the HCC, to extend the contract service date from August 31, 2015 to August 31, 2016, by Resolution No. 16-0302; and

WHEREAS, on August 24, 2016, City Council authorized an amendment to Resolution No. 15-1893, previously approved on October 14, 2015 to correct the FY 2016 grant term; and the acceptance of the FY 2017 HCC grant from DSHS to provide services to the homeless through the HCC for the period August 1, 2016 through August 31, 2017, by Resolution No. 16-1387; and

WHEREAS, on February 22, 2017, City Council authorized Supplemental Agreement No. 1 to the contract with Shelter Ministries of Dallas dba Austin Street Center to revise the budget amount and increase the contract amount from \$500,000 to \$654,383, to provide expanded services with an intense, longer term transitional shelter program for homeless men and women with the addition of a Women's Day Resource Program, Housing Readiness Program and After Care Services through the Texas Department of State Health Services HCC Program for the period August 1, 2016 through August 31, 2017, by Resolution No. 17-0384; and

June 28, 2017

WHEREAS, Texas Health and Human Services Commission (HHSC) has extended the time by which remaining funds accepted may be expended through August 31, 2017, by Resolution 14-1080; and

WHEREAS, eradicating homelessness is a high priority of the City of Dallas.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to **(1)** amend Resolution No. 16-1387, previously approved on August 24, 2016 for the FY 2016 and FY2017 Healthy Community Collaborative Grants (HCC) (Contract No. 2016-049507-001, Amendment No. 1 Contract No. 2016-049507-001A); **(2)** apply and accept the FY 2018 HCC grant from Texas Health and Human Services Commission (HHSC) (Contract No. 2016-049507-001A, Amendment No. 1) to provide services to the homeless through the HCC grant in the amount of \$1,500,000 for the period of September 1, 2017 through August 31, 2018; and provide a private 1:1 cash match in an amount not to exceed \$1,500,000; and **(3)** sign the grant agreement, approved as to form by the City Attorney.

SECTION 2. That the City Manager is hereby authorized to increase appropriations for FY 2016 award by \$1,113,607, from \$1,500,000 to \$2,613,607 in the HHSC-Healthy Community Collaborative Grant Fund, Fund S290, Department HOU, Unit 1817, various Object codes according to the attached Schedule.

SECTION 3. That the City Manager is hereby authorized to decrease appropriations for FY 2017 award by \$1,113,607, from \$2,613,607 to \$1,500,000 in the HHSC-Healthy Community Collaborative Grant Fund, Fund S290, Department HOU, Unit 2052, various Object codes according to the attached Schedule.

SECTION 4. That the Chief Financial Officer is hereby authorized to receive and deposit the grant funds in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC-FY 2018 Healthy Community Collaborative Grant Fund, Fund S313, Department HOU, Unit 3196, Revenue code 6508.

SECTION 5. That the City Manager is authorized to establish appropriations in an amount not to exceed \$1,500,000 for FY 2018 allocation in the HHSC-FY 2018 Healthy Community Collaborative Grant Fund, Fund S313, Department HOU, Unit 3196, various Object codes according to the attached Schedule.

June 28, 2017

SECTION 6. That the Chief Financial Officer is authorized to disburse funds in an amount not to exceed \$1,500,000 for FY 2018 allocation from the HHSC-FY 2018 Healthy Community Collaborative Grant Fund, Fund S313, Department HOU, Unit 3196, various Object codes according to the attached Schedule.

SECTION 7. That the City Manager is hereby authorized to reimburse to the granting agency expenditures identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 8. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after receipt of the report.

SECTION 9. That this contract for the FY 2018 Healthy Community Collaborative Grant is designated as Contract No. HOU-2017-00002042.

SECTION 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

REVISED SCHEDULE

**Texas Health and Human Services Commission
Healthy Community Collaborative Grant
FY 2016 Grant - Contract No. 2016-049507-001
Fund S290, Dept. HOU, Unit 1817, Revenue Source 6508**

FY 2016 Grant Amended by Contract No. 2016-049507-001A

<u>Object Code</u>	<u>Description</u>	<u>Budget</u>	<u>Change</u>	<u>Revised Budget</u>
1101	Salaries		\$127,017	\$127,017
1301	Pension		18,202	18,202
1303	Life Insurance		24	24
1304	Health Insurance		12,334	12,334
1306	FICA		1,841	1,841
1309	Wellness		27	27
2110	Supplies		9,479	9,479
2252	Postage		626	626
3070	Professional Services	\$1,500,000	907,927	2,407,927
3099	Misc. Special Services		13,200	13,200
3361	Travel		22,930	22,930
Total		\$1,500,000	\$1,113,607	\$2,613,607

MATCHING FUNDS

FY 2016 Grant – Contract No. 2016-049507-001

Private Cash Match

<u>Description</u>	<u>Amount</u>
Association of Persons Affected by Addiction	\$250,000
Bridge Steps	\$645,819
CitySquare	\$857,725
Shelter Ministries of Dallas dba Austin Street Center	\$654,383
Agency TBD	<u>\$205,680</u>
Total	\$2,613,607

REVISED SCHEDULE
Texas Health and Human Services Commission
Healthy Community Collaborative Grant
FY 2017 Grant - Contract No. 2016-049507-001
Fund S290, Department HOU, Unit 2052, Revenue Source 6508

FY 2017 Grant Amended by Contract No. 2016-049507-001A

Object Code	Description	Budget	Change	Revised Budget
1101	Salaries	\$127,017	(\$ 127,017)	
1301	Pension	18,202	(18,202)	
1303	Life Insurance	24	(24)	
1304	Health Insurance	12,334	(12,334)	
1306	FICA	1,841	(1,841)	
1309	Wellness	27	(27)	
2110	Supplies	9,479	(9,479)	
2252	Postage	626	(626)	
3070	Professional Services	2,407,927	(2,407,927)	\$1,500,000
3099	Misc. Special Services	13,200	(13,200)	
3099	Travel	22,930	(22,930)	
Total		\$2,613,607	(\$2,613,607)	\$1,500,000

MATCHING FUNDS

FY 2017 Grant – Contract No. 2016-049507-001

Private Cash Match

Description	Amount
Bridge Steps	\$1,500,000

SCHEDULE

**Texas Health and Human Services
Healthy Community Collaborative Grant
FY 2018 Grant - Contract No. 2016-049507-001A
Fund S313, Department HOU, Unit 3196, Revenue Source 6508**

<u>Object Code</u>	<u>Description</u>	<u>Budget</u>
1101	Salaries	\$58,740
1301	Pension	\$8,417
1303	Life Insurance	\$24
1304	Health Insurance	\$6,167
1306	FICA	\$852
1309	Wellness	\$25
2110	Supplies	\$1,649
3070	Professional Services	\$1,411,908
3099	Misc. Special Services	\$8,693
3361	Travel	\$3,525
	Total	\$ 1,500,000

**MATCHING FUNDS
FY 2018 Grant – Contract No. 2016-049507-001A**

<u>Description</u>	<u>Amount</u>
Agencies TBD	\$1,500,000

AGENDA ITEM # 19

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Library

CMO: Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize an Interlocal Agreement, pursuant to Chapter 791 "Interlocal Cooperation Act" of the Texas Government Code, between the City of Dallas and the Town of Addison for the provisions of public library services available through the Dallas Public Library to benefit the Town of Addison and its residents in the same manner as Dallas residents through the issuance of new and renewal annual non-resident Dallas Library Cards at a rate of \$250 per card in accordance with Chapter 24, Sec. 24-4 Public Library Fees and Charges - Financing: No cost consideration to the City

BACKGROUND

The Town of Addison does not presently operate a public library for their residents and have formally requested the establishment of an Interlocal Agreement with the City of Dallas, Dallas Public Library, to utilize the provisions of library services to benefit the Town of Addison and its residents in the same manner as Dallas residents. In accordance with Chapter 24, Sec. 24-4 of the Dallas City Code, the Library will issue annual non-resident library cards to the residents of the Town of Addison, upon obtaining approval by designated Town of Addison city officials, and obtain payment from the Town of Addison for each issued card at a rate of \$250 per card. Revenue generated from the sale of non-resident library cards to benefit the City of Dallas will be determined by an annual budget as approved by the Town of Addison City Council.

The Dallas Public Library has partnered with the Town of Addison since 2000 through an informal agreement where access to library services had been made available under the same premise as outlined in the proposed Interlocal Agreement. Historically, the Town of Addison purchased an average of 200 non-resident cards each year. Through Council approval, this new and formal agreement will establish written requirements and usage agreements of City of Dallas resources while maintaining the partnership and expanded level of library services that will be available to the residents of the Town of Addison.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

June 28, 2017

WHEREAS, Dallas public services include the provision of public library for its residents and for limited non-residents on a reciprocal or contractual basis with other municipalities; and

WHEREAS, the Town of Addison, though lawfully authorized to do so, does not presently operate a public library; and

WHEREAS, the Town of Addison has requested, and the City of Dallas has agreed, to provide library services for residents of the Town of Addison under the terms and conditions of this Interlocal Agreement; and

WHEREAS, the City of Dallas and the Town of Addison intend to enter into this Interlocal Agreement pursuant to Chapter 791 "Interlocal Cooperation Act" of the Texas Government Code, as amended; and

Now, Therefore, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Dallas and Addison here to agree to the attached agreement.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign the Interlocal Agreement, pursuant to Chapter 791 "Interlocal Cooperation Action" of the Texas Government Code, between the Town of Addison, approved as to form by the City Attorney, for the provisions of public library services available through the Dallas Public Library to benefit the Town of Addison and its residents in the same manner as Dallas residents through the issuance of new and renewal non-resident Dallas Library Cards at a rate of \$250 per card and subject to termination by either City of Dallas or Town of Addison with thirty (30) days notice.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds from the Town of Addison in General Fund, Fund 0001, Department LIB, Unit 5310, Revenue Code 7431.

SECTION 3. That this contract is designated as Contract No. LIB-2017-00002164.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

STATE OF TEXAS §

§

COUNTY OF DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES**

This **INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES** ("Agreement") is made as of the ____ day of _____, 2017 ("Effective Date"), by and between the Town of Addison, Texas, a Texas home-rule municipality ("Addison") and the City of Dallas, Dallas, Texas ("Dallas"), (collectively referred to herein as the "Parties").

WHEREAS, Dallas public services include the provision of a public library for its residents and for limited non-residents on a reciprocal or contractual basis with other municipalities; and

WHEREAS, Addison, though lawfully authorized to do so, does not presently operate a public library; and

WHEREAS, Addison has requested, and Dallas has agreed, to provide library services for residents of Addison under the terms and conditions of this Agreement; and

WHEREAS, Dallas and Addison intend to enter into this Agreement pursuant to Chapter 791 "Interlocal Cooperation Act" of the Texas Government Code, as amended; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Dallas and Addison here to agree as follows. **Article I**

Term

1.1 The term of this Agreement shall commence upon the Effective Date and shall renew automatically, upon the anniversary of the Effective Date, unless terminated at an earlier date in accordance with the terms of this Agreement.

Article II

Terms of Library Services; Dallas and Town Responsibilities

2.1 Dallas agrees to provide public library services in the same manner as Dallas provides public library services to its residents to Addison residents who obtain a new non-resident Dallas Library Card or a non-resident Dallas Library Card renewal ("Library Card(s)") under the terms of this Agreement.

2.2 Dallas shall from time to time establish by resolution or ordinance the fees for Library Cards. Said fees, as applicable to cards issued to residents of Addison, shall be subject to change by the City Council of Dallas, provided that Dallas shall give Addison written notice of Dallas' intent to change fee structure on or before August 1 of each year during the term of this Agreement.

2.3 On or before September 1 of each of Addison's fiscal years occurring during the time of this Agreement, Addison shall provide Dallas written notice of the dollar amount appropriated by Addison in Addison's budget for the following applicable fiscal year for the provision by Dallas of library services under this Agreement.

2.4 Dallas agrees to issue Library Cards to Addison residents upon proof of eligibility in the form of a voucher at no cost to the Addison resident. Addison will provide an example of the voucher to Dallas for reference and training purposes.

2.5 Dallas shall provide Addison written notice when the number of Library Cards issued to Addison residents by Dallas multiplied by the fee established by Dallas reaches the dollar amount appropriated by Addison for the applicable fiscal year. Failure to provide notice under this Section shall not constitute a default of this Agreement by Dallas, nor shall said failure preclude Dallas from receiving payment from Addison for any and all Library Cards issued beyond the dollar amount appropriated by Addison for the applicable term. At the request of Addison, Dallas shall provide the written notice required herein.

2.6 Dallas, its officers, employees, and contractors shall not be required to investigate the validity of any proof of residence presented with respect to issuance of a Library Card, and shall be entitled to payment for all cards issued based on the proof of eligibility described in Section 2.4 above.

Article III Fees and Payments

3.1 Addison shall pay Dallas for the library services provided to each Addison resident by Dallas under the term of Article II herein at the rates set forth in Section 2.2. Unless otherwise agreed by the parties, Dallas shall submit invoices to Addison on a monthly basis indicating the applicable amount due for that billing period and the number of Library Cards issued to Addison residents by Dallas during that applicable billing period. Addison shall pay said invoiced amounts within thirty (30) days after receipt, unless otherwise provided herein.

3.2 All payment herein shall be made from current revenues available to Addison. Dallas acknowledges that this Agreement is subject to annual appropriation by Addison, and Addison agrees to use good faith efforts to secure through appropriations the funding agreed to for the services provided by Dallas.

Article IV Records and Audit

4.1 Dallas shall keep a record of the number of all Library Cards issued to Addison residents by Dallas under the terms of this Agreement, including the resident's full name, full residential address, and date of issuance.

4.2 Addison shall have the right to audit the records kept by Dallas pursuant to Section 4.1 herein.

4.3 Dallas has determined that disclosure of records to Addison under Section 4.2 herein is reasonable necessary for the operation of the Dallas Public Library System and that said records are not confidential under other state or federal law. Addison hereby agrees to hold records obtained from Dallas under Section 4.2 confidential unless disclosure is required by law.

Article V Termination and Default

5.1 This Agreement may be terminated by either Party at any time by providing thirty (30) days notice to the other Party. If notice of termination is provided by Addison, upon the receipt of the notice

of termination, Dallas shall immediately discontinue issuance of all Library Cards to Addison residents unless the notice directs otherwise, in which case such cards shall be issued until the date of termination. If notice of termination is provided by Dallas, upon the date of termination, Dallas shall continue to issue Library Cards to Addison residents unless Addison notified Dallas otherwise. Notwithstanding termination of this Agreement pursuant to this Section 5.1, Dallas shall continue to provide library services to each Addison resident who was issued a Library Card prior to the date of termination until said residents' card has expired.

5.2 If Addison fails to timely pay Dallas for Library Cards issued to Addison residents pursuant to this Agreement, Dallas may suspend library services to the Addison residents who were issued library cards for which payment was not received until payment is received by Dallas. Suspension of library services pursuant to this Section 5.2 shall not result in an extension of the renewal date of the library card issued for which payment had not been received.

Article VI Miscellaneous

6.1 **Force Majeure.** It is expressly understood and agreed by the Parties that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period time equal to the period of time such party was delayed.

6.2 **Contractual Relationship.** It is specifically understood and agreed that the relationship described in this Agreement among the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among said parties.

6.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior understanding and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument(s) in writing executed by all of the parties.

6.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

6.5 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Dallas, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Dallas County, Texas.

6.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

6.7 **Reference.** The use of the words “hereof,” “herein,” “hereunder,” and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

6.8 **Further Assurances.** Each Party agrees to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.9 **Notice.** Whenever this Agreement requires or permits an consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to Addison:

With a copy to: Brenda N. McDonald

Messer, Rockefeller and Fort, PLLC
6351 Preston Road, Suite 350
Frisco, Texas 75034

If to Dallas:

Mary Jo Giudice, Director
Dallas Public Library
1515 Young Street
Dallas, Texas 75201

6.10 **Effective Date.** This Agreement shall not be binding on the Parties until signed by authorized representatives of each Party.

6.11 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

6.12 **Recitals.** The recitals to this Agreement constitute a part of this Agreement.

Authorized by Dallas City Council Resolution No.

17-_____, adopted on _____, 2017.

Contract ID No. LIB-2017-00002164

FOR THE TOWN OF ADDISON, TEXAS

**FOR THE CITY OF DALLAS, TEXAS
T.C. BROADNAX, CITY MANAGER**

Wesley Pierson, City Manager

By: _____
Assistant City Manager

APPROVED AS TO FORM:

**APPROVED AS TO FORM:
LARRY E. CASTO, CITY ATTORNEY**

Brenda N. McDonald

By: _____
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1, 3, 4, 6

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 44R T V X Z 45W 54B D F G H K M Q T U V X Y Z 55A E J S
W 63R 64F

SUBJECT

Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the Department of Transportation Federal Highway Administration to provide cost reimbursement for material and labor costs incurred by the City of Dallas for timing changes, modification and maintenance of traffic signals for TxDOT's project along the U.S. Highway 67 and Interstate Highway 35E corridor (list attached); **(2)** the receipt and deposit of funds in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund in an amount not to exceed \$405,425; **(3)** the establishment of appropriations in an amount not to exceed \$405,425 in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund; and **(4)** execution of the Interlocal Agreement - Not to exceed \$405,425 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

TxDOT will reconstruct portions of the Interstate Highway (IH)-35E main lanes from the project limits of the Horseshoe Project north of 8th Street to just south of the U.S. Highway 67 split at Kiest Boulevard, and a partial reconstruction of U.S. Highway 67 from Kiest Boulevard to Farm-to-Market (FM) 1382 (Belt Line Road). Six existing traffic signals at diamond interchanges within the project's construction limits, IH-35E at (1) 8th Street, (2) Ewing Avenue, (3) Marsalis Avenue, (4) Illinois Avenue, (5) Kiest Boulevard, and U.S. Highway 67 at (6) Hampton Road will get complete upgrades as part of the project; one new traffic signal will be installed at northbound IH-35E Service Road and 10th Street; and a new diamond interchange traffic signal is planned for the reconfigured IH-35E at 12th Street. Two other existing traffic signals will require modifications. Additionally, multiple temporary traffic signals are anticipated to be needed during construction.

BACKGROUND (continued)

Since the City operates and maintains all the existing traffic signals within these extents and will also operate and maintain any new permanent or temporary traffic signals provided by the project, TxDOT has requested that the City of Dallas provide the traffic signal cabinets/controllers needed for the new or modified signals in order to ensure the new signals are compatible with the City's existing traffic signal system. TxDOT has also requested that the City provide street name blades for the project to ensure uniformity with the City's existing signage.

City staff will also monitor traffic throughout the U.S. Highway 67 and IH-35E corridor and implement signal timing adjustments as needed to account for changing traffic patterns resulting from freeway ramp closures, detours, etc., thus minimizing impacts to the local street system.

This action will authorize an Interlocal Agreement with TxDOT to provide cost reimbursement for TxDOT's project along the U.S. Highway 67 and IH-35E corridor for labor and traffic signal equipment costs incurred by the City of Dallas. TxDOT has agreed to reimburse the City for 100 percent of the above costs.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	December 2017
Complete Construction	Late 2021

FISCAL INFORMATION

Texas Department of Transportation Grant Funds - \$405,425.00

<u>Council District</u>	<u>Amount</u>
1	\$233,250.31
3	\$ 41,057.76
4	\$127,480.57
6	<u>\$ 3,636.36</u>
Total	\$405,425.00

MAPS

Attached

City of Dallas Signalized Intersections Impacted by the Southern Gateway Project

City will provide traffic signal equipment (traffic signal cabinets, controllers, etc) and signage (street name blades), and/or provide emergency and other maintenance or assistance as needed, coordinate traffic control, and monitor and adjust traffic signal timings at the following locations:

<u>Major Thoroughfare</u>	<u>Cross Street</u>	<u>Mapsco</u>	<u>Council District</u>
IH-35E	Illinois Avenue	54U	1, 4
IH-35E	Marsalis Avenue	55E	1, 4
IH-35E	Ewing Avenue	55E	1, 4
IH-35E	East 8th Street	55A	1, 4
IH-35E	12th Street*	54H	1, 4
IH-35E	Kiest Boulevard	54Y	4
IH-35E Northbound Service Road	10th Street	55A	1, 4
US Highway 67	Hampton Road	63R	3
Beckley Avenue	12th Street	54H	1
Zang Boulevard	Yarmouth Street	54M	1

*Planned temporary and/or new permanent signalized intersection.

City will monitor and adjust traffic signal timings as needed at the following locations:

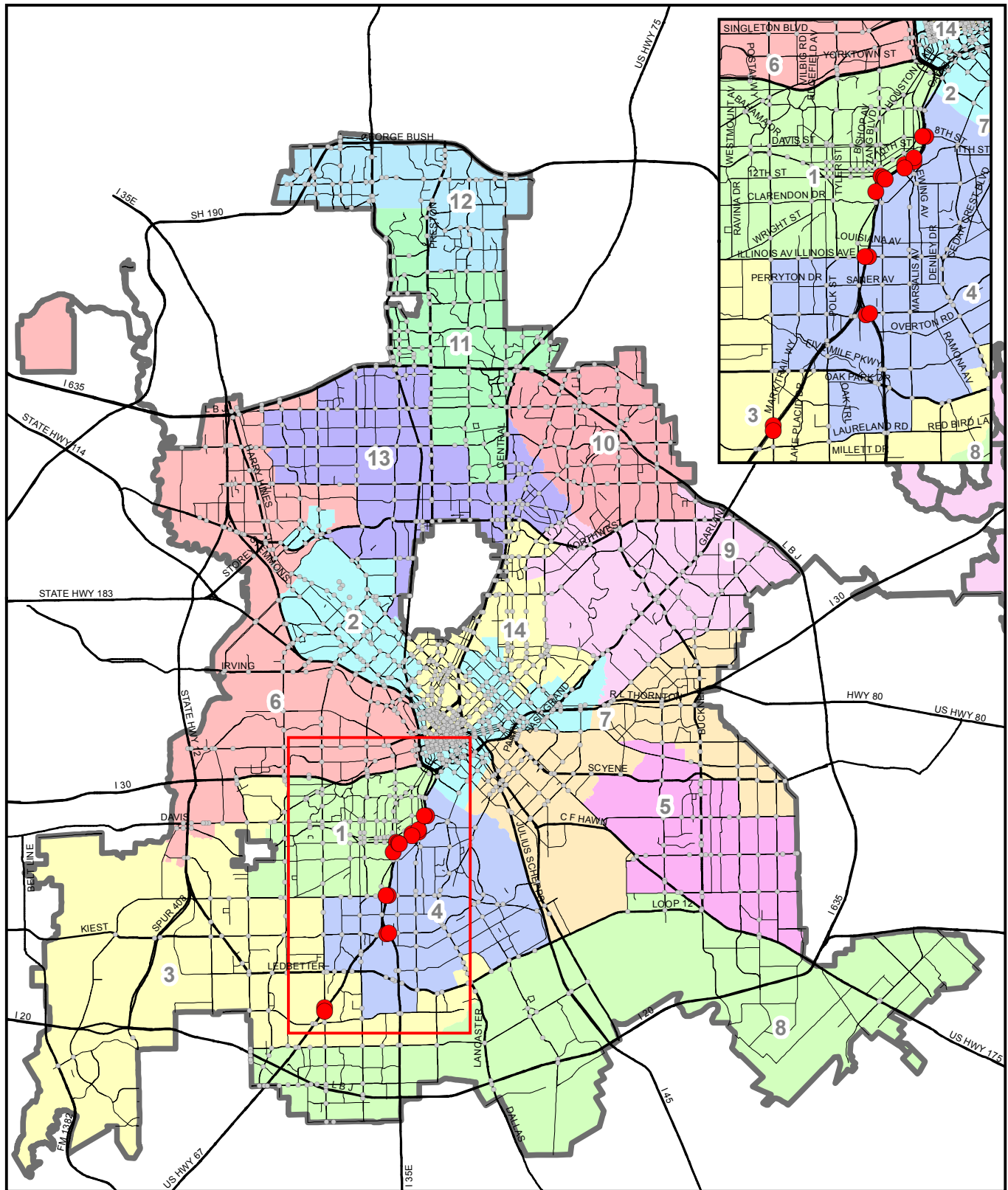
<u>Major Thoroughfare</u>	<u>Cross Street</u>	<u>Mapsco</u>	<u>Council District</u>
12th Street	Bishop Avenue	54G	1
12th Street	Llewellyn Avenue	54G	1
Beckley Avenue	Clarendon Drive	54M	4
Beckley Avenue	Colorado Boulevard	44Z	1
Beckley Avenue	Commerce Street	44R	6
Beckley Avenue	Davis Street	54D	1
Beckley Avenue	Greenbriar Lane	44V	1
Beckley Avenue	IH-30	44V	1, 6
Beckley Avenue	Illinois Avenue	54V	4
Beckley Avenue	Jefferson Boulevard	54H	1
Beckley Avenue	Kiest Boulevard	54Z	4
Beckley Avenue	Methodist Hospital	44Z	1
Beckley Avenue	Saner Avenue	54V	4
Beckley Avenue	Zang Boulevard	44Z	1
Illinois Avenue	Nicholson Drive	54U	1, 4
Kiest Boulevard	Conway Street	54Y	4

City of Dallas Signalized Intersections Impacted by the Southern Gateway Project

City will monitor and adjust traffic signal timings as needed at the following locations: (continued)

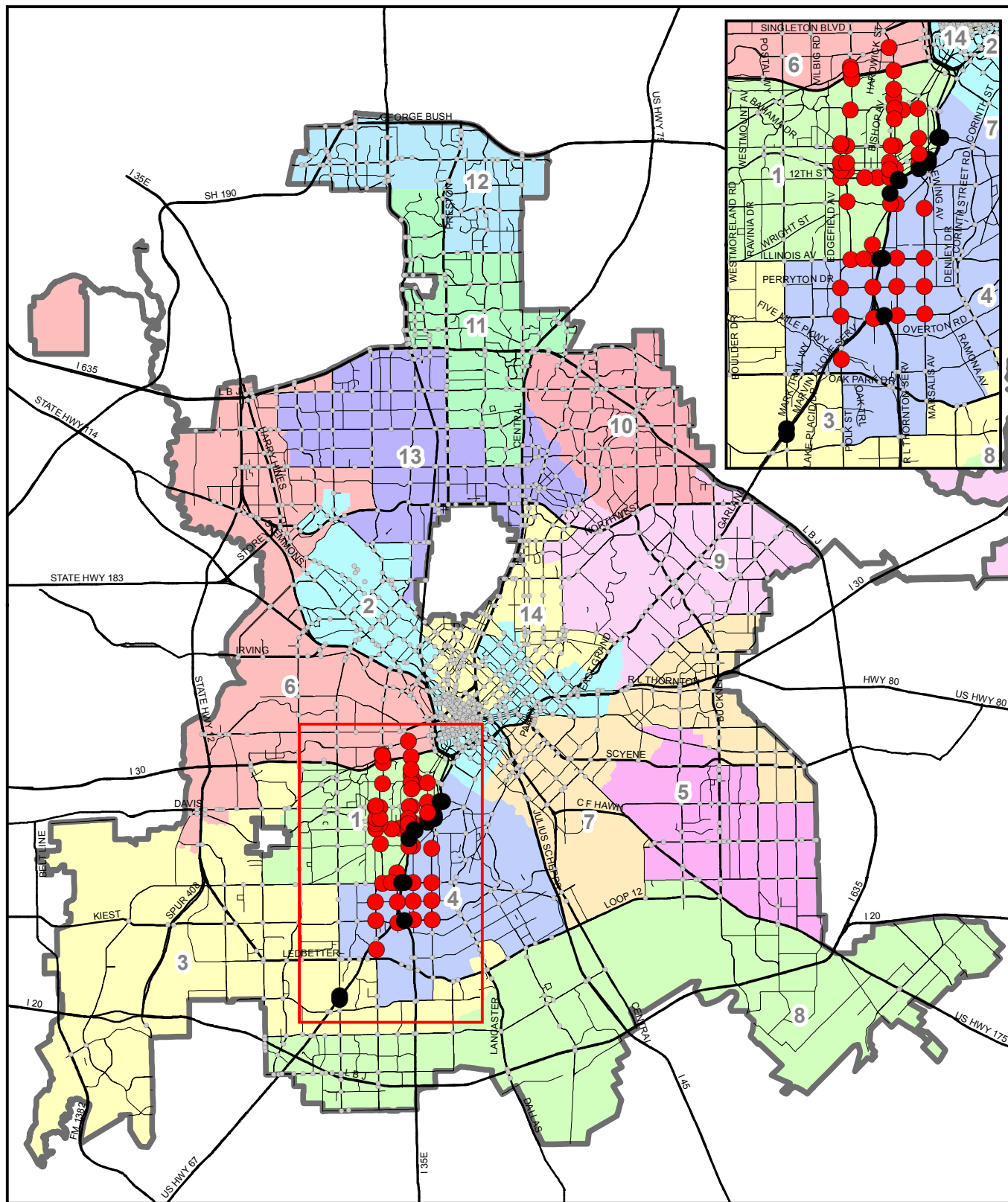
<u>Major Thoroughfare</u>	<u>Cross Street</u>	<u>Mapsco</u>	<u>Council District</u>
Marsalis Avenue	12th Street	55E	1
Marsalis Avenue	8th Street	55A	1
Marsalis Avenue	Colorado Boulevard	45W	1
Marsalis Avenue	Illinois Avenue	55S	4
Marsalis Avenue	Kiest Boulevard	55W	4
Marsalis Avenue	Saner Avenue	55S	4
Marsalis Avenue	Winters Street	55J	4
Marsalis Avenue	Jefferson Boulevard	55A	1
Polk Street	10th Street	54F	1
Polk Street	12th Street	54F	1
Polk Street	Davis Street	54B	1
Polk Street	Jefferson Boulevard	54F	1
Polk Street	Kiest Boulevard	54X	4
Polk Street	King's Highway	54B	1
Polk Street	Pentagon Parkway	64F	4
Polk Street	Saner Avenue	54T	4
Sylvan Avenue	Colorado Boulevard	44X	1
Sylvan Avenue	Fort Worth Avenue	44T	6
Sylvan Avenue	IH 30	44T	6
Sylvan Avenue	Kessler Parkway	44T	1
Sylvan Avenue	Private Drive at 1830 Sylvan Avenue	44T	6
Tyler Street	10th Street	54F	1
Tyler Street	12th Street	54F	1
Tyler Street	Clarendon Drive	54K	1
Tyler Street	Davis Street	54B	1
Tyler Street	Jefferson Boulevard	54F	1
Vernon Avenue	Illinois Avenue	54T	1, 4
Zang Boulevard	10th Street	54H	1
Zang Boulevard	12th Street	54H	1
Zang Boulevard	Clarendon Drive	54M	1
Zang Boulevard	Colorado Boulevard	44Z	1
Zang Boulevard	Davis Street	54D	1
Zang Boulevard	Illinois Avenue	54U	1, 4
Zang Boulevard	Jefferson Boulevard	54H	1
Zang Boulevard	Louisiana Avenue	54Q	1
Zang Boulevard	Saner Avenue	54U	4

Southern Gateway Project Intersections



Council Districts 1, 3, 4
Mapsco Pages 54H 54M 54U 54Y 55A 55E 63R

Southern Gateway City Monitored Intersections Impacted by the Project



Council Districts 1, 4, 6
Mapscos Pages 44R 44T 44V 44X 44Z 45W 54B 54D 54F 54G
54H 54K 54M 54Q 54T 54U 54V 54X 54Y 54Z 55A 55E 55J 55S 55W 64F

June 28, 2017

WHEREAS, the Texas Department of Transportation (TxDOT) desires that the City of Dallas furnish staff time and certain materials to assist with the construction, operation and maintenance of traffic signals impacted by the U.S. Highway 67 and Interstate Highway 35E Corridor Project; and

WHEREAS, the City of Dallas is in agreement with this proposal in order for safety and traffic flow to be maintained at these locations and in order for the traffic signal equipment to be compatible with the City's existing traffic signal system; and

WHEREAS, TxDOT will fund 100 percent of the City's costs in an amount not to exceed \$405,425.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign an Interlocal Agreement with TxDOT, approved as to form by the City Attorney, through a grant from the U.S. Department of Transportation Federal Highway Administration (CFDA 20.205), Agreement Nos. CSJ 0442-02-088 (Interstate Highway (IH)-35E from U. S. Highway 67 to IH-30); CSJ 0261-03-030 (U.S. Highway 67 from IH-20 to IH-35E); CSJ 0196-03-269 (IH- 35E from IH-30 to Reunion Boulevard); and CSJ 0918-47-177 (Marsalis Avenue to Ewing Avenue), in an amount not to exceed \$405,425. The agreement remains effective as long as the project is incomplete or unless otherwise terminated or modified.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from TxDOT in an amount not to exceed \$405,425, in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Fund, Fund F8FX, Department STS, Unit 88FX, Revenue Code 6506.

SECTION 3. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$405,425, in the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund, Fund F8FX, Department STS, Unit 88FX, Object 4820, Activity THRG, Major Program TxDOT, Program TPF8FX17.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$405,425 from the TxDOT Traffic Signals - U.S. Highway 67 and I-35E Corridor Project Fund, Fund F8FX, Department STS, Unit 88FX, Object 4820, Activity THRG, Program TPF8FX17.

June 28, 2017

SECTION 5. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. STS-2017-00001935.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 21

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1, 4

DEPARTMENT: Mobility and Street Services
Park & Recreation

CMO: Majed Al-Ghafry, 670-3302
Willis Winters, 670-4071

MAPSCO: 55E

SUBJECT

Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to establish responsibilities for the design-build of the Southern Gateway Public Green for the deck structure for Phase 1 and foundations for Phase I and Phase 2; **(2)** an Operation and Maintenance Agreement with TxDOT for Southern Gateway Public Green; **(3)** an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over Interstate Highway 35E corridor from Marsalis Avenue to Ewing Avenue for the Southern Gateway Public Green; and **(4)** a Memorandum of Understanding with the Regional Transportation Council (RTC) regarding the use of Transportation Development Credits (TDCs) to cover the local match commitment for the Southern Gateway Public Green – Financing: No cost consideration to the City

BACKGROUND

TxDOT is currently developing the Southern Gateway Project (SGP), a highway project intended to provide congestion relief, increase capacity, and improve mobility in southern Dallas. The SGP is a 10-mile roadway project that entails full reconstruction of Interstate Highway (IH) 35E from Colorado Boulevard to the U.S. Highway 67 split, widening the freeway from four to five general purpose lanes in each direction, and will include two reversible, non-tolled, managed express lanes. In addition, U.S. Highway 67 from IH 35E to IH 20, will be widened from two to three general-purpose lanes in each direction, include a reversible, non-tolled, managed express lane, and improve access to Southwest Center Mall.

During the planning for the SGP, local leaders and community stakeholders recognized the opportunity for TxDOT to include construction of a deck plaza over IH 35E in the project. This local enhancement is intended to reconnect Oak Cliff neighborhoods, provide a community gathering place and generate economic development. This local enhancement to the State facility is referred to as the Southern Gateway Public Green.

BACKGROUND (continued)

The Regional Transportation Council (RTC) created a partnership with TxDOT and the Texas Transportation Commission (TTC) to implement congestion relief projects in the Dallas-Fort Worth area. As a part of this effort, on March 10, 2016, the RTC approved \$656 million towards the construction of the SGP. The RTC also programmed up to \$40 million towards the Southern Gateway Public Green Project contingent on a 20 percent local match.

TxDOT evaluated four locations for a deck along the SGP in the south Dallas area: (1) Marsalis Avenue to Ewing Avenue; (2) Beckley Avenue to 12th Street; (3) Ewing Avenue to Upton Avenue; and (4) Overton Road. On June 22, 2016, the City Council authorized a resolution endorsing a preferred location for a deck in the Southern Gateway Project Corridor; and a commitment to explore funding options for construction of a deck park by Resolution No. 16-1128.

On April 27, 2017, TxDOT conditionally awarded a design-build contract with Pegasus Link Constructors for the construction of both the SGP and the Southern Gateway Public Green. In July 2017, TxDOT is scheduled to execute the final contract with the contractor and begin construction in late 2017. Before TxDOT executes the contract to include the Southern Gateway Public Green, they must also execute three agreements with the City of Dallas: (1) the Local Project Advance Funding Agreement; (2) an Operations and Maintenance Agreement (O&M); and (3) an Airspace Lease Agreement.

On May 22, 2017, the Transportation and Trinity River Project Committee (TTRPC) supported building a phased option of the project. This option allows the construction of all foundations required for the total project plus half the deck lid between Ewing Avenue to Lancaster Avenue. The cost of this option is \$35,388,000. The City's 20 percent local match is \$7,077,600. On May 22, 2017, the TTRPC also supported using RTC TDCs for the local match.

On June 8, 2017, the RTC approved the use of TDCs for the local match with the understanding that the City of Dallas will include funding for the local match in an upcoming bond program and/or seek other sources of funding to provide the local match. Inclusion of the funding in a bond program will be at the discretion of the City Council and subject to approval by the citizens of Dallas. When local funds are identified to provide the local match, those funds will be substituted for the use of TDCs so that the credits can be used on other projects in the city.

If approved, this action will authorize the following:

- 1) A Local Project Advanced Funding Agreement with the TxDOT for the design-build construction of the Southern Gateway Public Green deck structure for Phase 1 and foundations for both Phase 1 and Phase 2 as well as relying on RTC funding and TDCs funding as supported by the TTRPC.

BACKGROUND (continued)

- 2) An Operations and Maintenance Agreement with the TxDOT for the Southern Gateway Public Green.
- 3) An Airspace Lease with TxDOT for the use of area above the IH 35E freeway from Marsalis Avenue to Ewing Avenue.
- 4) A Memorandum of Understanding with the RTC regarding the use of TDCs to cover the local match commitment for the Southern Gateway Public Green.

ESTIMATED SCHEDULE OF PROJECT

Southern Gateway Project and Southern Gateway Public Green

Award Design-Build Contract (TxDOT)	July 2017
Begin Design/Construction	December 2017
Complete Construction	December 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 23, 2016, the Transportation and Trinity River Project Committee was briefed and supported the Marsalis Avenue to Ewing Avenue option for the Southern Gateway Public Green as the preferred location.

On June 22, 2016, City Council authorized a resolution endorsing a preferred location for a deck in the Southern Gateway Project corridor; and a commitment to explore funding options for construction of Southern Gateway Public Green, by Resolution No. 16-1128.

On September 26, 2016, the Transportation and Trinity River Project Committee was briefed on the conceptual plan that would be provided to TxDOT for the Southern Gateway Public Green.

On January 18, 2017, City Council was briefed on the Southern Gateway Public Green Conceptual Plan tunnel requirements and funding commitment.

On May 22, 2017, the Transportation and Trinity River Project Committee was briefed and supported construction of a reduced project: Phase 1 along with foundations for a future Phase 2 of the Southern Gateway Public Green. The Committee also supported using RTC's program for Transportation Development Credits to fulfill the City's 20 percent match requirement.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Southern Gateway Public Green

Council Districts: 1,4



MAPSCO: 55E

June 28, 2017

WHEREAS, the City seeks to become a more livable city that can continue to promote a healthy population and a robust economy; and

WHEREAS, the City recognizes that streets play a vital part in achieving this goal; and

WHEREAS, on January 27, 2016, City Council adopted the Complete Streets Design Manual by Resolution No. 16-0173; and

WHEREAS, the Regional Transportation Council (RTC) included the Southern Gateway Project in the region's Metropolitan Transportation Plan, called the Mobility 2040 Plan, and has consistently identified the Southern Gateway Project as the highest-priority project in the eastern side of the Dallas-Fort Worth region; and

WHEREAS, on March 10, 2016, the RTC approved a \$656 million package of state and regional funding to construct the Southern Gateway Project; and

WHEREAS, the Southern Gateway Project runs through and provides access to vital parts of the southern Dallas community and offers an opportunity to include design elements that improve mobility and safety, enhance quality of life for the surrounding community, and encourages economic development; and

WHEREAS, the Southern Gateway Public Green has been identified in the CityMAP document as a transformational economic catalyst for Southern Dallas, and furthermore, identified the area between Ewing Avenue and Marsalis Avenue as the optimal location; and

WHEREAS, on June 22, 2016, City Council authorized a resolution endorsing a preferred location for a deck in the Southern Gateway Project corridor and a commitment to explore funding options for the construction of the Southern Gateway Public Green by Resolution No. 16-1128; and

WHEREAS, TxDOT conditionally awarded the Southern Gateway Project to Pegasus Link Constructors on April 27, 2017; and

WHEREAS, on June 8, 2017, the RTC approved the Transportation Development Credits (TDCs) to cover the City's local match; and

WHEREAS, it is now necessary to authorize a Local Project Advanced Funding Agreement with TxDOT for the construction of the City's local enhancement of the Southern Gateway Public Green over Interstate Highway (IH) 35E; authorize an Operation and Maintenance Agreement with TxDOT; enter into an Airspace Lease Agreement with TxDOT; and enter into a Memorandum of Understanding with the RTC.

June 28, 2017

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the design-build of the Southern Gateway Public Green deck structure for Phase 1 and foundations for both Phase 1 and Phase 2; **(2)** an Operation and Maintenance Agreement with TxDOT for Southern Gateway Public Green; **(3)** an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over IH 35E corridor from Marsalis Avenue to Ewing Avenue for the Southern Gateway Public Green; and **(4)** a Memorandum of Understanding with the RTC regarding the use of TDCs to cover the local match commitment for the Southern Gateway Public Green, all documents, approved as to form by the City Attorney.

SECTION 2. That these contracts are designated as Contract No. STS-2017-00002050.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 22

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1, 2, 4, 6, 9, 14

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 23T 35W 39E 45L 54T

SUBJECT

Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant in the amount of \$1,288,470 as Federal and State Participation to design, upgrade, and construct five traffic signals and associated off-system intersection improvements at Lombardy Lane and Brockbank Drive, Illinois Avenue and Vernon Avenue, Ferguson Road and Maylee Boulevard/Shiloh Road, Cedar Springs Road and Douglas Avenue, Olive Street and San Jacinto Street; **(2)** a required local match in the amount of \$149,435 to be issued as a warrant check for State construction costs and other State direct costs; and **(3)** an additional required local match identified for design of the traffic signals in the amount of \$111,677, previously approved on June 14, 2017, by Resolution No. 17-0931 - Total not to exceed \$1,549,582 - Financing: Texas Department of Transportation Grant Funds (\$1,288,470) and Current Funds (\$149,435)

BACKGROUND

The City of Dallas was awarded grant funding totaling \$8 million from the 2016 Highway Safety Improvement Program (HSIP) administered by the Texas Department of Transportation (TxDOT) to reconstruct and install several traffic signals at high-accident intersections in the city of Dallas.

This action will authorize local matching funds in the amount of \$149,435.16 to be issued as a warrant check for State construction costs and State direct costs. A separate Resolution on June 14, 2017 authorized a payment for the design and engineering costs of the traffic signals that included a local match in the amount of \$111,676.50, identified as an additional local match in this action. Total local match required is \$261,111.66.

BACKGROUND (continued)

TxDOT will be responsible for all the construction activities of the project and the U. S. Department of Transportation will provide the State with 90 percent Federal Participation in the amount of \$1,211,636.70 while the State will be responsible for the indirect State costs in the amount of \$76,833.25 for a total amount of \$1,288,469.95 in Federal and State funds for construction and associated intersection improvements at five intersections with a total project cost not to exceed \$1,549,581.61. Specifically, the City is required to pay State fees in the amount of \$14,809.16, professional design services in the amount of \$111,676.50 (through a separate contract with Kimley-Horn and Associates, Inc.), and 10 percent match for direct State engineering and construction costs for off-system intersections, totaling \$134,626.00 bringing the City's portion of the project to \$261,111.66.

Any change orders or overruns are the responsibility of the City of Dallas.

The traffic signals will be constructed over three years. Design will commence in FY 2017 and the five traffic signals will let in FY 2019.

- Lombardy Lane and Brockbank Drive (CSJ 0918-47-178), (Upgrade), (CD 6)
- Illinois Avenue and Vernon Avenue (CSJ 0918-47-181), (Upgrade), (CD 1, 4)
- Ferguson Road and Maylee Boulevard/Shiloh Road (CSJ 0918-47-189), (Upgrade), (CD 9)
- Cedar Springs Road and Douglas Avenue (CSJ 0918-47-190), (Upgrade), (CD 2, 14)
- Olive Street and San Jacinto Street (CSJ 0918-47-191), (Upgrade), (CD 14)

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 14, 2017, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide traffic signal design services for 75 traffic signals at various intersections and other related tasks by Resolution No. 17-0931.

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	July 2017
Complete Construction	December 2021

FISCAL INFORMATION

Design (previously approved by Resolution No. 17-0931) - \$111,676.50
Texas Department of Transportation Grant Funds (this action) - \$1,288,469.95
Current Funds (this action) - \$149,435.16

FISCAL INFORMATION (continued)

The total project cost of this funding agreement is \$1,549,581.61 with the following components:

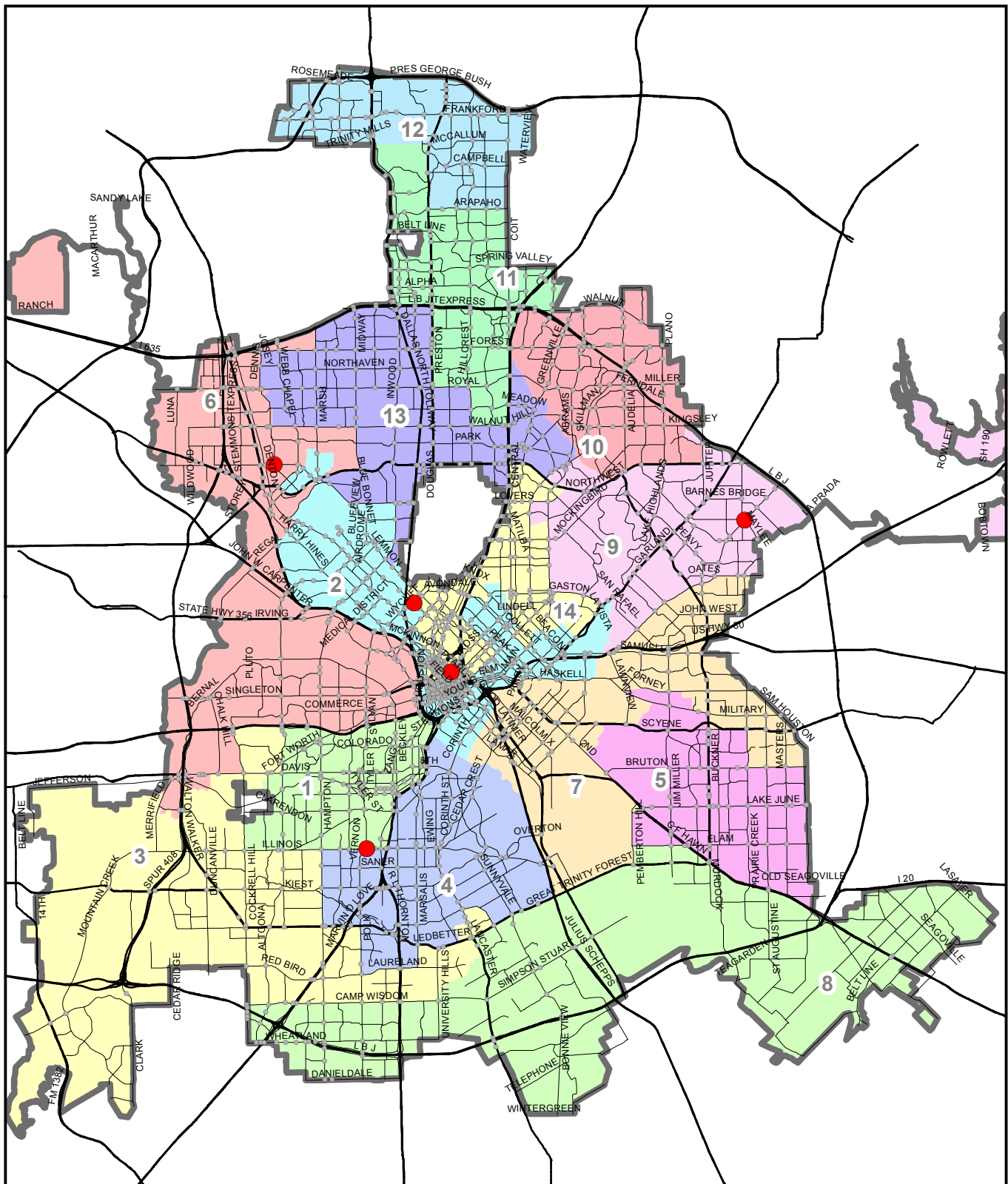
Federal and State Funds (TxDOT) \$1,288,469.95
Local Match (City of Dallas) \$ 261,111.66

<u>Council District</u>	<u>Amount</u>
1	\$ 168,552.16
2	\$ 152,369.66
4	\$ 168,552.16
6	\$ 303,503.32
9	\$ 349,616.32
14	<u>\$ 406,987.99</u>
Total Amount	\$1,549,581.61

MAP

Attached

HSIP 2016 Submittal with Five Intersections (Group C)



Council Districts 1, 2, 4, 6, 9, 14
Mapsco Pages 23T, 35W, 39E, 45L, 54T

June 28, 2017

WHEREAS, the City of Dallas desires to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program (HSIP) Project to fund the design, upgrade, and/or construction of five traffic signals and associated off-system intersection improvements at Lombardy Lane and Brockbank Drive, Illinois Avenue and Vernon Avenue, Ferguson Road and Maylee Boulevard/Shiloh Road, Cedar Springs Road and Douglas Avenue, and Olive Street and San Jacinto Street; and

WHEREAS, on June 14, 2017, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide traffic signal design services for 75 traffic signals at various intersections and other related tasks, which includes a portion of the local match for this project, in an amount not to exceed \$111,676.50, by Resolution No. 17-0931; and

WHEREAS, the Federal/State portion of the project is \$1,288,469.95 and the City of Dallas' local match is \$261,111.66, for a total amount not to exceed \$1,549,581.61; and

WHEREAS, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$149,435.16 for the off-system locations; and

WHEREAS, the City of Dallas will be responsible for any change orders or bid overruns.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant to design, upgrade, and construct five traffic signals and associated off-system intersection improvements, Agreement Nos. CSJ 0918-47-178 (Lombardy Lane and Brockbank Drive), CSJ 0918-47-181 (Illinois Avenue and Vernon Avenue), CSJ 0918-47-189 (Ferguson Road and Maylee Boulevard/Shiloh Road), CSJ 0918-47-190 (Cedar Springs Road and Douglas Avenue), CSJ 0918-47-191 (Olive Street and San Jacinto Street), CFDA 20.205, which may be terminated under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

June 28, 2017

SECTION 2. That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT in the amount of \$149,435.16, Vendor No. 020318, in accordance with the terms and conditions of the agreement from Fund 0001, Department STS, Unit 3049, Object 4820.

SECTION 3. That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, Balance Sheet Account 032B, if required by General Accepted Accounting Principles.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit any unused Current Funds advanced to TxDOT pertaining to this project into Fund 0001, Department STS, Balance Sheet Account 032B.

SECTION 5. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. STS-2017-00001933.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1, 4, 5, 7, 9

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 23P 52U 54H 55T 59S 65K

SUBJECT

Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant in the amount of \$1,797,304 as Federal and State Participation to fund the design, upgrade and construct six traffic signals and associated off-system intersection improvements at Illinois Avenue and Kiest Boulevard, Mockingbird Lane and Williamson Road, Elam Road and Prairie Creek Road, Illinois Avenue and Corinth Street, Jefferson Boulevard and Westmoreland Road, and Martin Luther King, Jr. Boulevard and Holmes Street; **(2)** a required local match in the amount of \$208,496 to be issued as a warrant check for State construction costs and other State direct costs; and **(3)** an additional required local match identified for design of the traffic signals in the amount of \$148,012, previously approved on June 14, 2017, by Resolution No. 17-0931 - Total not to exceed \$2,153,812 - Financing: Texas Department of Transportation Grant Funds (\$1,797,304) and Current Funds (\$208,496)

BACKGROUND

The City of Dallas was awarded grant funding totaling \$8 million from the 2016 Highway Safety Improvement Program (HSIP), administered by the Texas Department of Transportation (TxDOT), to reconstruct and install several traffic signals at high-accident intersections in the City of Dallas.

This action will authorize local matching funds in the amount of \$208,496.30 to be issued as a warrant check for State construction costs and State direct costs. A separate Resolution on June 14, 2017 authorized a payment for the design and engineering costs of the traffic signals that included a local match, in the amount of \$148,011.75, identified as an additional local match in this action. Total local match required is \$356,508.05.

BACKGROUND (continued)

TxDOT will be responsible for all the construction activities of the project and the U.S. Department of Transportation will provide the State with 90 percent Federal Participation in the amount of \$1,690,514.70 while the State will be responsible for the indirect State costs in the amount of \$106,789.11 for a total amount of \$1,797,303.81 in Federal and State funds for construction and associated intersection improvements at six intersections with a total project cost not to exceed \$2,153,811.86. Specifically, the City is required to pay State fees in the amount of \$20,661.30, professional design services in the amount of \$148,011.75 (through a separate contract with Kimley-Horn and Associates, Inc.), and 10 percent match for direct State engineering and construction costs for off-system intersections, totaling \$187,835.00 bringing the City's portion of the project to \$356,508.05.

Any change orders or overruns are the responsibility of the City of Dallas.

The traffic signals will be constructed over three years. Design will commence in FY 2017 and the six traffic signals will let in FY 2020.

- Illinois Avenue and Kiest Boulevard (CSJ 0918-47-180), (Upgrade), (CD 4)
- Mockingbird Lane and Williamson Road (CSJ 0918-47-182), (Upgrade), (CD 9)
- Elam Road and Prairie Creek Road (CSJ 0918-47-183), (Upgrade), (CD 5)
- Illinois Avenue and Corinth Street (CSJ 0918-47-184), (Upgrade), (CD 4)
- Jefferson Boulevard and Westmoreland Road (CSJ 0918-47-192), (Upgrade), (CD 1)
- Martin Luther King, Jr. Boulevard and Holmes Street (CSJ 0918-47-194), (Upgrade), (CD 7)

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	July 2017
Complete Construction	December 2021

FISCAL INFORMATION

Design (previously approved by Resolution No. 17-0931) - \$148,011.75
Texas Department of Transportation Grant Funds (this action) - \$1,797,303.81
Current Funds (this action) - \$208,496.30

The total project cost of this funding agreement is \$2,153,811.86 with the following components:

FISCAL INFORMATION (continued)

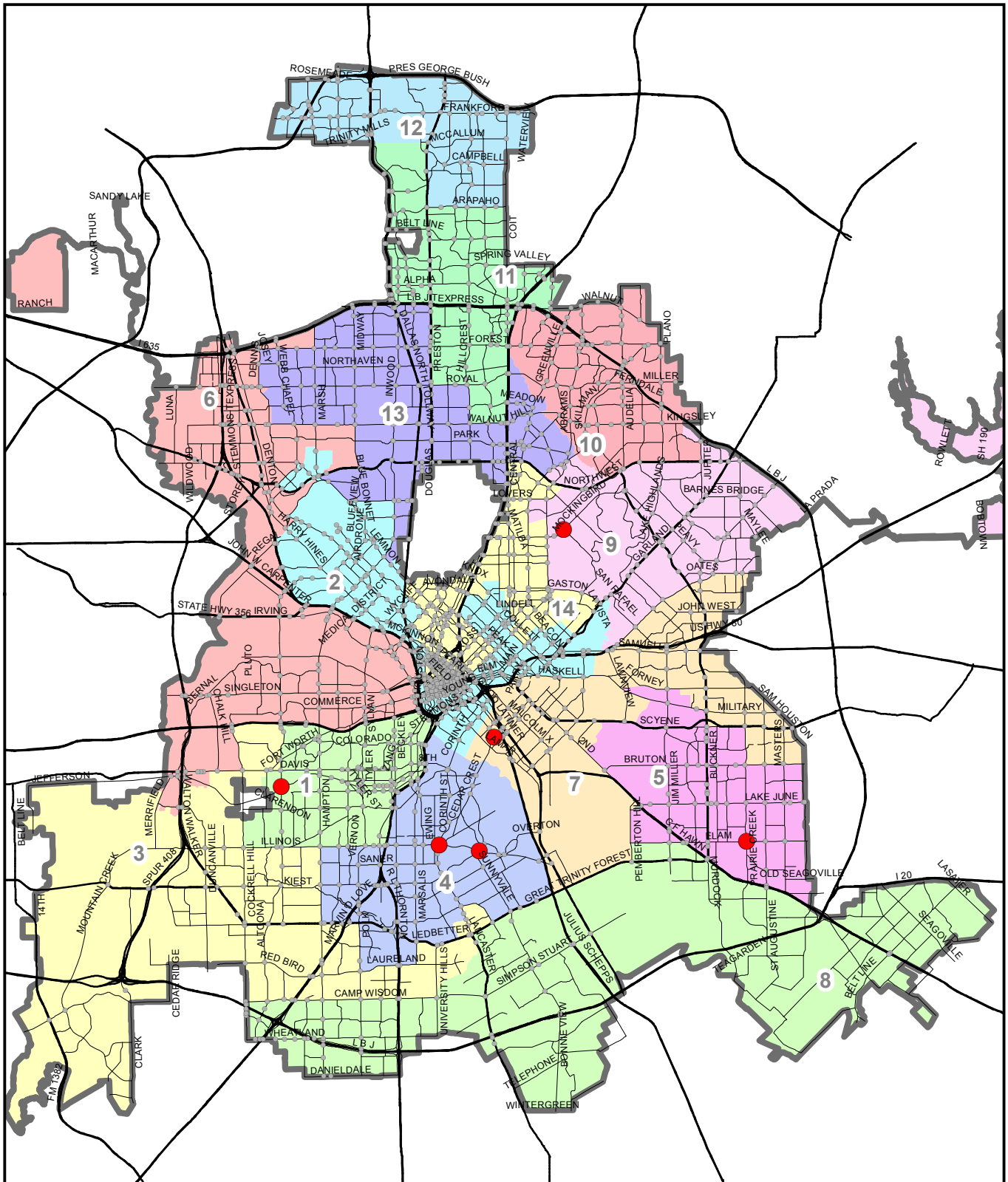
Federal and State Funds (TxDOT)	\$1,797,303.81
Local Match (City of Dallas)	\$ 356,508.05

<u>Council District</u>	<u>Amount</u>
1	\$ 427,024.48
4	\$ 739,822.96
5	\$ 365,405.48
7	\$ 311,069.48
9	<u>\$ 310,489.48</u>
Total Amount	\$2,153,811.88

MAP

Attached

HSIP 2016 Submittal with Six Intersections (Group E)



Council Districts 1, 4, 5, 7, 9
Mapscopages 23P, 52U, 54H, 55T, 59S, 65K

June 28, 2017

WHEREAS, the City of Dallas desires to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program (HSIP) project to fund the design, upgrade, and construct six traffic signals and associated off-system intersection improvements at Illinois Avenue and Kiest Boulevard, Mockingbird Lane and Williamson Road, Elam Road and Prairie Creek Road, Illinois Avenue and Corinth Street, Jefferson Boulevard and Westmoreland Road, and Martin Luther King, Jr. Boulevard and Holmes Street; and

WHEREAS, all construction activities will be the responsibility of TxDOT; and

WHEREAS, on June 14, 2017, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide traffic signal design services by Resolution No. 17-0931, which includes a portion of the local match for this project in the amount of \$148,011.75; and

WHEREAS, the Federal/State portion of the grant is \$1,797,303.81 and the City of Dallas' local match is \$356,508.05, for a total amount not to exceed \$2,153,811.86; and

WHEREAS, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$208,496.30; \$20,661.30 for the required State fees and \$187,835.00 for direct State engineering and construction costs for off-system intersections; and

WHEREAS, the City of Dallas will be responsible for any change orders or bid overruns.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2016 Highway Safety Improvement Program Grant to design, upgrade, and construct six traffic signals and associated off-system intersection improvements, Agreement Nos. CSJ 0918-47-180 (Illinois Avenue and Kiest Boulevard), CSJ 0918-47-182 (Mockingbird Lane and Williamson Road), CSJ 0918-47-183 (Elam Road and Prairie Creek Road), CSJ 0918-47-184 (Illinois Avenue and Corinth Street), CSJ 0918-47-192 (Jefferson Boulevard and Westmoreland Road), and CSJ 0918-47-194 (Martin Luther King, Jr. Boulevard and Holmes Street), Catalog of Federal Domestic Assistance 20.205, which may be terminated under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

June 28, 2017

SECTION 2. That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT (Vendor 020318), in the amount of \$208,496.30, in accordance with the terms and conditions of the agreement from Fund 0001, Department STS, Unit 3049, Object 4820.

SECTION 3. That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, Balance Sheet Account 032B, if required by Generally Accepted Accounting Principles.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit any unused Current Funds advanced to TxDOT pertaining to this project into Fund 0001, Department STS, Balance Sheet Account 032B.

SECTION 5. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. STS-2017-00001934.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Mobility and Street Services
Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 12Z 22D H 23E J N S X

SUBJECT

Authorize **(1)** the City of Dallas to assume responsibility for operation and maintenance of State Highway Loop 354 (Harry Hines Boulevard) from Interstate Highway (IH) 35 East (35E) to Loop 12 in Dallas; **(2)** a request to the Texas Department of Transportation to remove State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 from the State Highway System to facilitate the construction of a 72-inch water transmission main in Harry Hines Boulevard from Walnut Hill Lane to just south of the Webb Chapel Extension; **(3)** the transfer of \$12,300,000 from the City of Dallas, Water Utilities Capital Construction Fund to the City of Dallas, Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund for future roadway maintenance in three annual installments of \$4,100,000, in an amount not to exceed \$12,300,000; and **(4)** the establishment of appropriations in an amount not to exceed \$4,100,000 in the Resurfacing and Reconstruction Improvements Fund - Financing: Water Utilities Capital Construction Funds

BACKGROUND

Dallas Water Utilities has a pipeline project to install a 72-inch water transmission main between the Elm Fork Water Treatment Plant and the Bachman Water Treatment Plant. The pipeline was identified in master planning and long range supply planning as a critical priority for the utility. Portions of the pipeline have been constructed and the southern connection will be installed from Walnut Hill Lane to just south of the Webb Chapel Extension. Several alignments were evaluated and the most time efficient and cost effective alignment was determined to be within the paved lanes of Harry Hines Boulevard. This alignment will have the least impact to the adjacent businesses and utilities, requiring no additional land acquisitions or major utility relocations, and is significantly less expensive than alternative alignments. However, the Texas Department of Transportation (TxDOT) Utility Accommodation Policy does not allow the longitudinal installation of public utilities under travel lanes. In order to have more local control over the pipeline project allowing the water main to be placed under the roadway pavement and to eliminate easement takes, the City of Dallas desires to remove this section of roadway from the State Highway System.

BACKGROUND (continued)

State Highway Loop 354 (Loop 354) from IH 35E to Loop 12 located in northwest Dallas was a former highway link between Farmers Branch and City of Dallas. It is commonly known as Harry Hines Boulevard and functions as a major arterial roadway. As defined in the 2006 Municipal Maintenance Agreement between the City of Dallas and the TxDOT, the City is currently responsible for maintenance of this 4.148 mile section of Harry Hines Boulevard including the traveled surface and pavement foundation, drainage facilities, traffic signage and signalization, lighting, sidewalks, crosswalks, pavement markings, and landscaping within the right-of-way. This action will authorize a request to TxDOT to remove Loop 354 from IH 35E to Loop 12 from the State Highway System and authorize the City to assume full responsibility of Loop 354 from IH 35E to Loop 12. By assuming responsibility for State Highway Loop 354 (Harry Hines Boulevard) from IH 35 to Loop 12, future resurfacing and reconstruction of the road now becomes the responsibility of the City of Dallas. In order to mitigate the cost of this added responsibility, Dallas Water Utilities will transfer \$12,300,000 to the City of Dallas Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 11, 2013, City Council authorized a professional services contract with Black & Veatch Corporation to provide engineering services for the renewal of water and wastewater mains at 13 locations by Resolution No. 13-1582.

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop12



Mapsco 12 Z, 22 D, H, 23 E, J, N, S, X

June 28, 2017

WHEREAS, on September 11, 2013, City Council authorized a professional services contract with nine consulting firms, one specifically being Black & Veatch Corporation, to provide engineering services for the 72-inch water transmission main project on State Highway Loop 354 (Harry Hines Boulevard) from Walnut Hill Lane to just south of the Webb Chapel Extension by Resolution No. 13-1582; and

WHEREAS, in order to have more local control over State Highway Loop 354 (Harry Hines Boulevard) and to be able to develop and implement the 72-inch water transmission main project from Walnut Hill Lane to just south of the Webb Chapel Extension with local standards, it is necessary for the City of Dallas to request State Highway Loop 354 (Harry Hines Boulevard) from Interstate Highway (IH) 35 East (35E) to Loop 12 in Dallas be removed from the State Highway System; and

WHEREAS, the City desires to assume responsibility for operation and maintenance of State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 in Dallas; and

WHEREAS, the City desires that the Texas Department of Transportation remove State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 from the State Highway System; and

WHEREAS, by assuming responsibility for State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 in Dallas, future resurfacing and reconstruction of the road now becomes the responsibility of the City of Dallas; and

WHEREAS, to mitigate the cost of this added responsibility, Dallas Water Utilities will transfer \$12,300,000 from the Water Utilities Capital Construction Fund to the Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to assume operation and maintenance responsibility for State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12.

SECTION 2. That the City Manager is hereby authorized to request that the Texas Department of Transportation remove State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 from the State Highway System.

June 28, 2017

SECTION 3. That the Chief Financial Officer is hereby authorized to transfer funds in three annual installments of \$4,100,000, in a total amount not to exceed \$12,300,000 to the Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund, Fund 0717, Department STS, Unit W186, Revenue Code 9201 from the Water Utilities Capital Construction Fund, Fund 0102, Department DWU, Unit CW40, Object 3637.

SECTION 4. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$4,100,000 in the Resurfacing and Reconstruction Improvements Fund, Fund 0717, Department STS, Unit W186, Object 4599.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34 X

SUBJECT

Medical District Drive from Interstate Highway 35E to Southwestern Medical Avenue

- * Authorize **(1)** the second amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from Interstate Highway (IH) 35E to Southwestern Medical Avenue; and **(2)** payment to Dallas County for the City's share of additional drainage construction costs for Medical District Drive from IH 35E to Southwestern Medical Avenue - Not to exceed \$300,000 - Financing: 2006 Bond Funds
- * Authorize an amendment to the license agreement with Dallas Area Rapid Transit to allow for installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction – Financing: No cost consideration to the City

BACKGROUND

This action will authorize the second amendment to the Project Supplemental Agreement with Dallas County for the Medical District Drive from Interstate Highway (IH) 35E to Southwestern Medical Avenue Project to include additional necessary drainage improvements that were not in the original project scope; and authorize an amendment to the agreement with Dallas Area Rapid Transit (DART) to allow for installation and maintenance of a portion of the planned new water main within DART's right-of-way and to clarify the general maintenance responsibility during and after construction.

BACKGROUND (continued)

Medical District Drive from IH 35E to Southwestern Medical Avenue is a partnership project between the City of Dallas, Dallas County, and the Texas Department of Transportation (TxDOT) to reconstruct and widen the existing four-lane roadway to a six-lane divided roadway with buffered bike lanes, landscaping, and to reconstruct and raise the existing Trinity Railway Express (TRE) bridge. The additional drainage improvements include upsizing the downstream drainage facility in order to mitigate potential flooding issues to the adjacent Children's Health properties. Dallas County is the lead agency for the project and is responsible for administering the design, right-of-way acquisition, utility relocations and construction for this project. Design of this project is complete and the project is ready to be let for construction.

The total current project cost is estimated at \$27,125,250. The funding breakdown per agency is as follows: City of Dallas (Mobility and Street Services) - \$1,456,576; Dallas Water Utilities - \$308,530; Dallas County - \$4,662,170; TxDOT - \$1,321,484; and Federal - \$19,376,490.

ESTIMATED SCHEDULE OF PROJECT

Began Preliminary Design	September 2011
Began Right-of-Way Acquisition	September 2014
Began Utility Relocations	September 2014
Completed Right-of-Way Acquisition	September 2016
Completed Utility Relocations	September 2016
Completed Final Detailed Design	November 2016
Begin Construction	February 2018
Complete Construction	February 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 9, 2002, City Council authorized an amendment to the Thoroughfare Plan to change the dimensional classification of Motor Street from IH 35E Stemmons Freeway to Harry Hines Boulevard from a four-lane undivided (M-4-U) to a six-lane divided (M-6-D(A)) and an ordinance implementing the change by Resolution No. 02-2971; Ordinance 25057.

On August 27, 2003, City Council authorized submission of the list of candidate projects to Dallas County for Dallas County's Major Capital Improvement Fund Thoroughfare Program's 2003 Call for Projects, and authorized acceptance and implementation of the projects selected by Dallas County for this program; as amended, by Resolution No. 03-2345.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On October 26, 2005, City Council authorized submission of the list of candidate projects to the North Central Texas Council of Governments for the Regional Transportation Council Partnership Program 3 Call for Projects; and authorized acceptance and implementation of the projects selected by the North Central Texas Council of Governments' Regional Transportation Council for the Partnership Program 3 by Resolution No. 05-3032.

On April 13, 2011, City Council authorized a new ten-year master agreement with Dallas County governing major transportation capital improvement projects by Resolution No. 11-0927.

On August 24, 2011, City Council authorized a Project Supplemental Agreement to the Master Interlocal Agreement with Dallas County for the preliminary design of paving and drainage improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue; and payment of the City's share of preliminary design costs by Resolution No. 11-2193.

On August 24, 2011, City Council authorized a Local Project Advance Funding Agreement with TxDOT for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard by Resolution No. 11-2194.

On June 25, 2014, City Council authorized an ordinance amending Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by adding a new Division 51A-7.2300; creating the Southwestern Medical District Sign District by Resolution No. 14-1070; Ordinance 29392.

On August 13, 2014, City Council authorized termination of the existing Local Project Advance Funding Agreement with the TxDOT for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard previously approved on August 24, 2011, by Resolution No. 14-1241.

On August 13, 2014, City Council authorized the First Amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue and payment to Dallas County for the City's share of design, right-of-way acquisition, and construction costs for the Medical District Drive from IH 35E to Southwestern Medical Avenue by Resolution No. 14-1242.

On August 13, 2014, City Council authorized an agreement with Dallas Area Rapid Transportation for construction, maintenance and use of the TRE underpass structure on Medical District Drive within the railroad right-of-way by Resolution No. 14-1243.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On September 28, 2016, City Council authorized a professional services contract with Urban Engineers Group, Inc. for the design of additional drainage improvements for Medical District Drive from IH 35E to Southwestern Medical Avenue by Resolution No. 16-1576.

On September 28, 2016, City Council authorized a maintenance agreement with the Southwestern Medical District for maintenance of the District's signs as defined in section 51A-7-2303 of the Dallas City Code, bridge façade and landscape within the Southwestern Medical District by Resolution No. 16-1577.

On September 26, 2016, the Transportation and Trinity River Project Committee was briefed by memorandum regarding this matter .

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$300,000

Estimated Project Cost:

Design (Paving, Drainage, RR Bridges, Environmental)	\$ 3,488,000
Design of box culverts behind CH (MSS)	\$ 92,784
Right-of-Way (PBW, Dallas County, TxDOT)	\$ 1,520,113
Utilities (Franchise) Relocation	\$ 500,000
Construction (Paving, Drainage, DART/TRE RR Work)	\$ 19,567,493
Direct State Costs (TxDOT)	\$ 326,846
Indirect State Costs (TxDOT)	\$ 1,321,484
Design (DWU)	\$ 26,320
<u>Construction (DWU)</u>	<u>\$ 282,210</u>
Estimated Total Project Cost	\$ 27,125,250

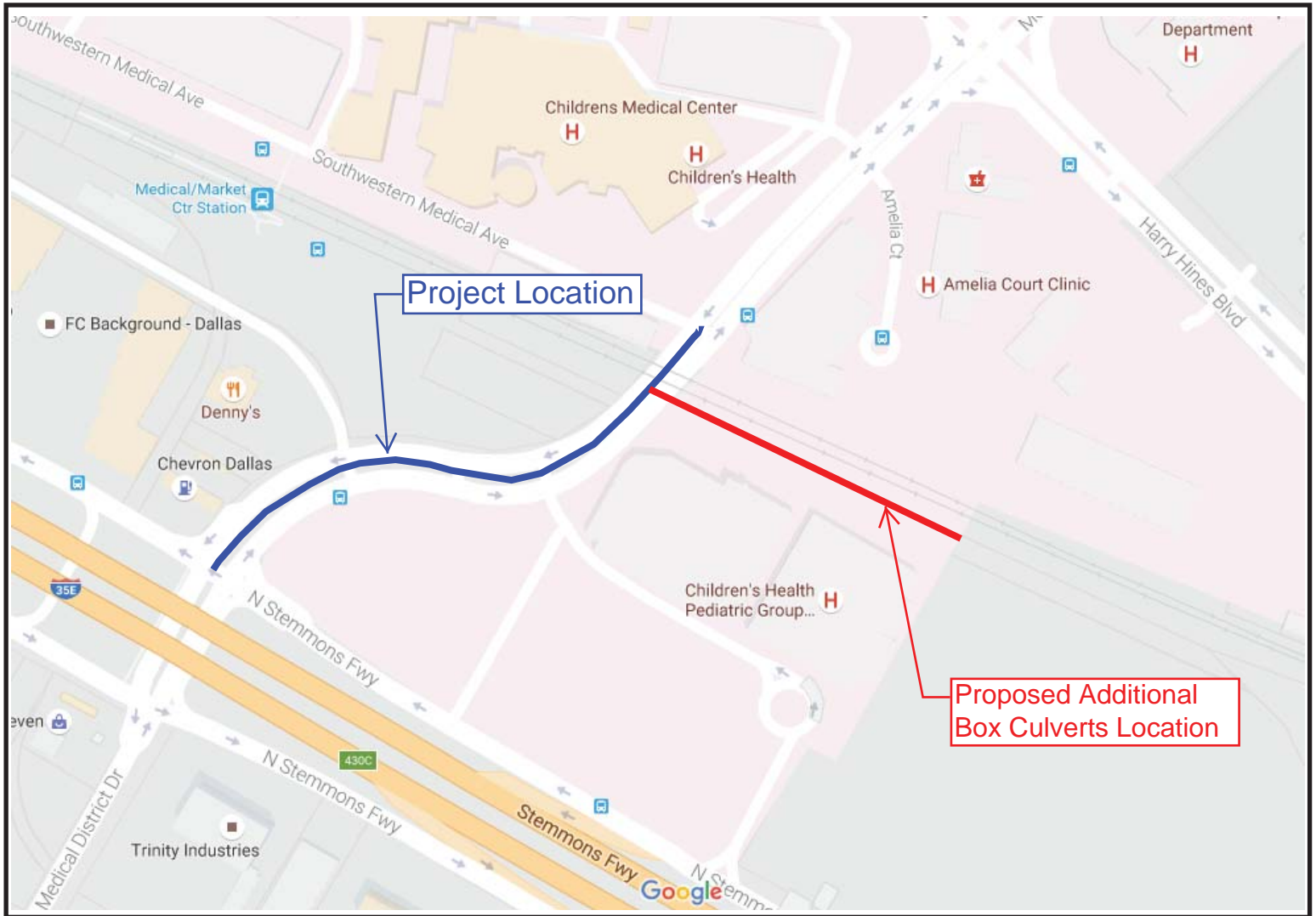
Funding Sources:

City of Dallas (MSS) share (2006 Bond Funds)	\$ 1,456,576
Dallas County's share	\$ 4,662,170
Federal (STP-MM) share	\$ 14,970,000
Federal Congressional Demo share	\$ 4,406,490
TxDOT (Indirect State Costs)	\$ 1,321,484
<u>City of Dallas (DWU) share</u>	<u>\$ 308,530</u>
Estimated Total Project Cost	\$ 27,125,250

MAP

Attached

Medical District Drive (IH-35E to Southwestern Medical Avenue)



Mapsco 34X

June 28, 2017

WHEREAS, on October 9, 2002, City Council authorized an amendment to the Thoroughfare Plan to change the dimensional classification of Motor Street from Interstate Highway (IH) 35E to Harry Hines Boulevard from a four-lane undivided (M-4-U) to a six-lane divided (M-6-D(A)) by Resolution No. 02-2971; and

WHEREAS, on August 27, 2003, City Council authorized submission of the list of candidate projects to Dallas County's Major Capital Improvement Fund Thoroughfare Program's Call for Projects and authorized acceptance and implementation of the projects selected by Dallas County for this program by Resolution No. 03-2345; and

WHEREAS, on October 26, 2005, City Council authorized submission of the list of candidate projects to the North Central Texas Council of Governments for the Regional Transportation Council Partnership Program 3 Call for Projects; and authorized acceptance and implementation of the projects selected by the North Central Texas Council of Governments' Regional Transportation Council for the Partnership Program 3, funding by Resolution No. 05-3032; and

WHEREAS, Medical District Drive from IH 35E (Stemmons Freeway) to Harry Hines Boulevard was submitted and subsequently selected for Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) funding; and

WHEREAS, in 2005, Congresswoman Eddie Bernice Johnson secured additional congressional earmark funds to cover estimated project funding shortfalls; and

WHEREAS, the Texas Department of Transportation (TxDOT) is responsible for engineering review and construction oversight to ensure federal guidelines are followed; and

WHEREAS, on April 13, 2011, City Council authorized a new ten-year master agreement with Dallas County governing major transportation capital improvement projects by Resolution No. 11-0927; and

WHEREAS, on August 24, 2011, City Council authorized a Project Supplemental Agreement to the Master Interlocal Agreement with Dallas County for the preliminary design of paving and drainage improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue, and payment of the City's share of preliminary design costs, in an amount not to exceed \$720,000, by Resolution No. 11-2193; and

WHEREAS, on August 24, 2011, City Council authorized a Local Project Advance Funding Agreement with the Texas Department of Transportation for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard, in an amount not to exceed \$235,484, by Resolution No. 11-2194; and

June 28, 2017

WHEREAS, Dallas County is the lead agency for the project and is responsible for administering the design, right-of-way acquisition, utility relocations, and construction; and

WHEREAS, on June 25, 2014, City Council authorized an ordinance amending Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by adding a new Division 51A-7.2300; creating the Southwestern Medical District Sign District by Resolution No. 14-1070; Ordinance 29392 and

WHEREAS, on August 13, 2014, City Council authorized termination of the existing Local Project Advance Funding Agreement with the Texas Department of Transportation for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard by Resolution No. 14-1241; and

WHEREAS, on August 13, 2014, City Council authorized the First Amendment to the Project Supplemental Agreement with Dallas County, for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue and payment to Dallas County for the City's share of design, right-of-way acquisition and construction costs for the Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$1,292,322, by Resolution No. 14-1242; and

WHEREAS, on August 13, 2014, City Council authorized an agreement with Dallas Area Rapid Transit for construction, maintenance and use of the Trinity Railway Express underpass structure on Medical District Drive within the railroad right-of-way by Resolution No. 14-1243; and

WHEREAS, on September 28, 2016, City Council authorized a professional services contract with Urban Engineers Group, Inc. for the design of additional drainage improvements for Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$92,784, by Resolution No. 16-1576; and

WHEREAS, on September 28, 2016, City Council authorized a maintenance agreement with the Southwestern Medical District for the maintenance of the District's signs as defined in section 51A-7-2303 of the Dallas City Code, bridge façade and landscape within the Southwestern Medical District by Resolution No. 16-1577; and

WHEREAS, design of the project has been substantially completed by Dallas County, and additional design to address the potential flooding adjacent to the Children's Health facilities has been completed by the City; and

June 28, 2017

WHEREAS, the City of Dallas and Dallas County desired to include the completed design of the proposed additional drainage system consisting of two new box culverts along the Children's Health property that addresses potential flooding to the hospital into the Medical District Drive from IH-35E to the Southwestern Medical Avenue Project in order for Dallas County to administer the construction; and

WHEREAS, it is now necessary to authorize the second amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements and payment to Dallas County, for the City's share of additional project cost on Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$300,000.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign the second amendment to the Project Supplemental Agreement with Dallas County, approved as to form by the City Attorney, for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$300,000 to Dallas County in accordance with the terms and conditions of the agreement from Street and Transportation Improvements Fund, Fund 2T22, Department STS, Unit U222, Object 4111, Activity INGV, Program PB06U222, Contract No./Encumbrance CT PBW06U222K1, Vendor 014003.

SECTION 3. That the Chief Financial Officer is hereby authorized to deposit any unused Bond Funds advanced to Dallas County pertaining to this project in Fund 2T22, Department STS, Unit U222, Object 4111.

SECTION 4. That this contract is designated as Contract No. STS-2017-00001986.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

June 28, 2017

WHEREAS, on October 9, 2002, City Council authorized an amendment to the Thoroughfare Plan to change the dimensional classification of Motor Street from Interstate Highway (IH) 35E to Harry Hines Boulevard from a four-lane undivided (M-4-U) to a six-lane divided (M-6-D(A)) by Resolution No. 02-2971; and

WHEREAS, on August 27, 2003, City Council authorized submission of the list of candidate projects to Dallas County for Dallas County's Major Capital Improvement Fund Thoroughfare Program's Call for Projects and authorize acceptance and implementation of the projects selected by Dallas County for this program by Resolution No. 03-2345; and

WHEREAS, on October 26, 2005, City Council authorized submission to the North Central Texas Council of Governments for the Regional Transportation Council Partnership Program 3 Call for Projects, and authorize acceptance and implementation of the projects selected by the North Central Texas Council of Governments' Regional Transportation Council for the Partnership Program 3, by Resolution No. 05-3032; and

WHEREAS, Medical District Drive from IH 35E (Stemmons Freeway) to Harry Hines Boulevard was submitted and subsequently selected for SAFETEA-LU funding; and

WHEREAS, in 2005, Congresswoman Eddie Bernice Johnson secured additional congressional earmark funds to cover estimated project funding shortfalls; and

WHEREAS, the Texas Department of Transportation (TxDOT) is responsible for engineering review and construction oversight to ensure federal guidelines are followed; and

WHEREAS, on April 13, 2011, City Council authorized a new ten-year master agreement with Dallas County governing major transportation capital improvement projects by Resolution No. 11-0927; and

WHEREAS, on August 24, 2011, City Council authorized a Project Supplemental Agreement to the Master Interlocal Agreement with Dallas County for the preliminary design of paving and drainage improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue, and payment of the City's share of preliminary design costs, in an amount not to exceed \$720,000, by Resolution No. 11-2193; and

WHEREAS, on August 24, 2011, City Council authorized a Local Project Advance Funding Agreement with Texas Department of Transportation for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard, in an amount not to exceed \$235,484, by Resolution No. 11-2194; and

June 28, 2017

WHEREAS, Dallas County is the lead agency for the project and is responsible for administering the design, right-of-way acquisition, utility relocations, and construction; and

WHEREAS, on June 25, 2014, City Council authorized an ordinance amending Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by adding a new Division 51A-7.2300; creating the Southwestern Medical District Sign District by Resolution No. 14-1070; Ordinance 29392; and

WHEREAS, on August 13, 2014, City Council authorized termination of the existing Local Project Advance Funding Agreement previously approved on August 24, 2011, by Resolution No. 11-2194, with the Texas Department of Transportation for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard by Resolution No. 14-1241; and

WHEREAS, on August 13, 2014, City Council authorized the First Amendment to the Project Supplemental Agreement with Dallas County, for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue and payment to Dallas County for the City's share of design, right-of-way acquisition and construction costs for Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$1,292,322, by Resolution No. 14-1242; and

WHEREAS, on August 13, 2014, City Council authorized an agreement with Dallas Area Rapid Transit for construction, maintenance and use of the Trinity Railway Express underpass structure on Medical District Drive within the railroad right-of-way by Resolution No. 14-1243; and

WHEREAS, on September 28, 2016, City Council authorized a professional services contract with Urban Engineers Group, Inc. for the design of additional drainage improvements for Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$92,784, by Resolution No. 16-1576; and

WHEREAS, on September 28, 2016, City Council authorized a maintenance agreement with the Southwestern Medical District for the maintenance of the District's signs as defined in section 51A-7-2303 of the Dallas City Code, bridge façade and landscape within the Southwestern Medical by Resolution No. 16-1577; and

WHEREAS, design of the project has been substantially completed by Dallas County, and additional design to address the potential flooding adjacent to the Children's Health facilities has been completed by the City; and

June 28, 2017

WHEREAS, the proposed additional drainage design consisting of two new box culverts along the Children's Health property that addresses potential flooding to the hospital had a conflict with an existing water main resulting in part of the proposed twelve-inch water main passing through Trinity Railroad Express property; and

WHEREAS, the terms for the maintenance in the previous agreement did not fully address the responsibilities of agencies during and after construction and the language needs to be revised; and

WHEREAS, it is now necessary to authorize an amendment to the License Agreement with Dallas Area Rapid Transit to allow for the installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign an amendment to the License Agreement with Dallas Area Rapid Transit, approved as to form by the City Attorney, to allow for the installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction.

SECTION 2. That this contract is designated as Contract No. STS-2017-00001987.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 36 J

SUBJECT

Authorize Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation to provide additional engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street - Not to exceed \$149,386, from \$3,055,464 to \$3,204,850 - Financing: 2006 Bond Funds

BACKGROUND

The construction of the Katy Trail Phase VI Project began in November 2015. HNTB Corporation has been providing engineering services to review and approve the contractor's shop drawings and Request For Information (RFI) submittals, as well as to certify documents for Dallas Area Rapid Transit (DART) concurrence and to modify the construction plans as needed during the construction phase of the project. This action will authorize Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation to provide additional engineering support services necessary for the remaining construction activities.

The Katy Trail Phase VI Project includes two pedestrian bridges with one over Mockingbird Lane and the other over DART light rail Red Line tracks near Twin Sixties Drive. The Mockingbird Pedestrian Bridge is a cable-stay bridge with micro-pile foundations located in DART's right-of-way directly above the DART Red Line tunnel. Additionally, the right-of-way available to work in this area is constrained on both sides by the existing DART Mockingbird Station and existing multi-use buildings. With these constraints, the design of the bridge is complex and the construction requires approvals on installation of each critical component.

BACKGROUND (continued)

During construction, the contractor has encountered several unforeseen circumstances that have required HNTB Corporation to provide their structural expertise for items such as the micropiles, support foundations for the bridges, and backstay cable installation. The Katy Trail Phase VI Project will construct approximately 0.65 miles of hike-and-bike trail. Once completed, it will be part of the Katy Trail system going south towards the American Airline Center and going east towards White Rock Lake. The total project costs including design, construction, right-of-way, and utilities are estimated at \$17,018,357.16 of which \$9,538,357.16 is to be funded by the City. The amount of \$6,480,000.00 is to be funded by the Regional Toll Revenue (RTR), and \$1,000,000.00 is to be funded by Dallas County.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2009
Completed Design	March 2011
Began Construction	November 2015
Anticipated Trail Opening	October 2017
Complete Construction	December 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 28, 1999, City Council authorized TEA-21's First Call for Projects by Resolution No. 99-1459.

On May 23, 2001, City Council authorized STEP's Call for Projects by Resolution No. 01-1667.

On October 10, 2001, City Council authorized a professional services contract with Washington Infrastructure Services, Inc. for engineering services by Resolution No. 01-3024.

On October 10, 2001, City Council authorized an Interlocal Agreement with the Texas Department of Transportation by Resolution No. 01-3025.

On April 24, 2002, City Council authorized Supplemental Agreement No. 1 to the contract with Washington Infrastructure Services, Inc. for engineering services by Resolution No. 02-1346.

On December 11, 2002, City Council authorized Supplemental Agreement No. 2 to the contract with Washington Infrastructure Services, Inc. for engineering services by Resolution No. 02-3488.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On December 11, 2002, City Council authorized an Interlocal Agreement with the Texas Department of Transportation for design, right-of-way acquisition, utility relocations, and construction of bicycle and pedestrian enhancements for Phase IV of the Katy Trail extension from Skillman Street to White Rock Station by Resolution No. 02-3489.

On November 8, 2006, City Council authorized a professional services contract with HNTB Corporation by Resolution No. 06-3064.

On November 8, 2006, City Council authorized a Local Project Advanced Funding Agreement with the Texas Department of Transportation by Resolution No. 06-3065.

On February 25, 2009, City Council authorized Supplemental Agreement No. 1 to the contract with HNTB Corporation to provide final engineering design services by Resolution No. 09-0548.

On August 11, 2010, City Council authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide additional engineering design services by Resolution No. 10-1971.

On June 8, 2011, City Council authorized an agreement with Atmos Energy Corporation for relocation of a gas pipeline in the vicinity of the Katy Trail, Phase VI by Resolution No. 11-1523.

On June 22, 2011, City Council authorized a license agreement with Dallas Area Rapid Transit (DART) for the use of its right-of-way to construct and maintain the proposed Phase VI of the Katy Trail from Ellsworth Street to Worcola Street; and authorized Supplemental Agreement No. 9 to the Master Interlocal Agreement with DART for the use of its right-of-way to construct and maintain the pedestrian bridges over Mockingbird Lane and the DART Light Rail Red Line track near Twin Sixties Drive by Resolution No. 11-1697.

On June 22, 2011, City Council authorized the termination of the existing Interlocal Agreement with and payment to the Texas Department of Transportation for the Katy Trail, Phase VI, from Ellsworth Street to Worcola Street, previously approved on November 8, 2006, by Resolution No. 06-3065; and authorized a Local Project Advance Funding Agreement with TxDOT for the design and construction of the Katy Trail, Phase VI from Ellsworth Street to Worcola Street; and receipt and deposit of Regional Toll Revenue funds from the Texas Department of Transportation by Resolution No. 11-1698.

On June 22, 2011, City Council authorized a Project Specific Agreement with Dallas County and the receipt and deposit of funds from Dallas County by Resolution No. 11-1699.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On June 22, 2011, City Council authorized a contract with AUI Contractors, LLC for construction of the Katy Trail, Phase VI, from Ellsworth Street to Worcola Street by Resolution No. 11-1700.

On December 14, 2011, City Council authorized Supplemental Agreement No. 3 to the professional services contract with HNTB Corporation to provide additional engineering design services related to construction oversight of the Mockingbird Lane Bridge for Phase VI of the Katy Trail from Ellsworth Avenue to Worcola Street by Resolution No. 11-3258.

On December 10, 2012, information about this item was provided to the Transportation and Environment Committee.

On December 12, 2012, City Council authorized Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide additional engineering services related to partial realignment of Phase VI of the Katy Trail from Ellsworth Avenue to Worcola Street by Resolution No. 12-3059.

On December 12, 2012, City Council authorized Change Order No. 1 to the contract with AUI Contractors, LLC for material and labor cost escalations associated with the construction of Phase VI of the Katy Trail from Ellsworth Avenue to Worcola Street by Resolution No. 12-3060.

On April 10, 2013, City Council authorized an amendment to Resolution No. 11-1523, previously approved on June 8, 2011 which authorized an agreement with Atmos Energy Corporation for relocation of a gas pipeline for Katy Trail, Phase VI to revise the payment amount for utility relocation by Resolution No. 13-0672.

On April 10, 2013, City Council authorized an agreement with Oncor Electric Delivery Company, LLC for relocation of electric facilities for Katy Trail, Phase VI by Resolution No. 13-0673.

On August 10, 2015, information about this item was provided to the Transportation and Trinity River Project Committee.

On August 12, 2015, City Council authorized amendments to Resolution Nos. 11-1700, 11-3258, 12-3059 and 12-3060 to revise the source of funds for the contracts to design and construct the Katy Trail Phase VI; and the reallocation of the project specific funds from Dallas County and Regional Toll Revenue to the construction phase of the project by Resolution No. 15-1480.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On August 12, 2015, City Council authorized Supplemental Agreement No. 7 to the professional services contract with HNTB Corporation to provide engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street by Resolution No. 15-1481.

On August 12, 2015, City Council authorized a contract with Rebcon, Inc. for construction of a concrete trail and pedestrian bridges for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street by Resolution No. 15-1482.

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$149,386.00

Design	\$ 265,748.00
Supplemental Agreement No. 1	\$ 1,109,612.00
Supplemental Agreement No. 2	\$ 506,734.00
Supplemental Agreement No. 3	\$ 461,890.00
Supplemental Agreement No. 4	\$ 138,842.00
Supplemental Agreement No. 5	\$ 49,989.00
Supplemental Agreement No. 6	\$ 49,978.00
Supplemental Agreement No. 7	\$ 422,703.00
Supplemental Agreement No. 8	\$ 49,968.00
Supplemental Agreement No. 9 (this action)	\$ 149,386.00
Construction	\$11,611,577.46
Change Order No. 1	\$ 20,719.00
Right-of-Way	\$ 1,171,520.00
DART	\$ 100,000.00
Utilities (including billboard removal)	\$ 734,283.39
TxDOT Payment	<u>\$ 175,407.31</u>
Total Project Cost	\$17,018,357.16

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

HNTB Corporation

Hispanic Female	7	Hispanic Male	11
African-American Female	2	African-American Male	2
Other Female	6	Other Male	7
White Female	44	White Male	64

OWNER

HNTB Corporation

Michael Hegarty, Vice President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation to provide additional engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street - Not to exceed \$149,386, from \$3,055,464 to \$3,204,850 - Financing: 2006 Bond Funds

HNTB Corporation is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$149,386.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$149,386.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

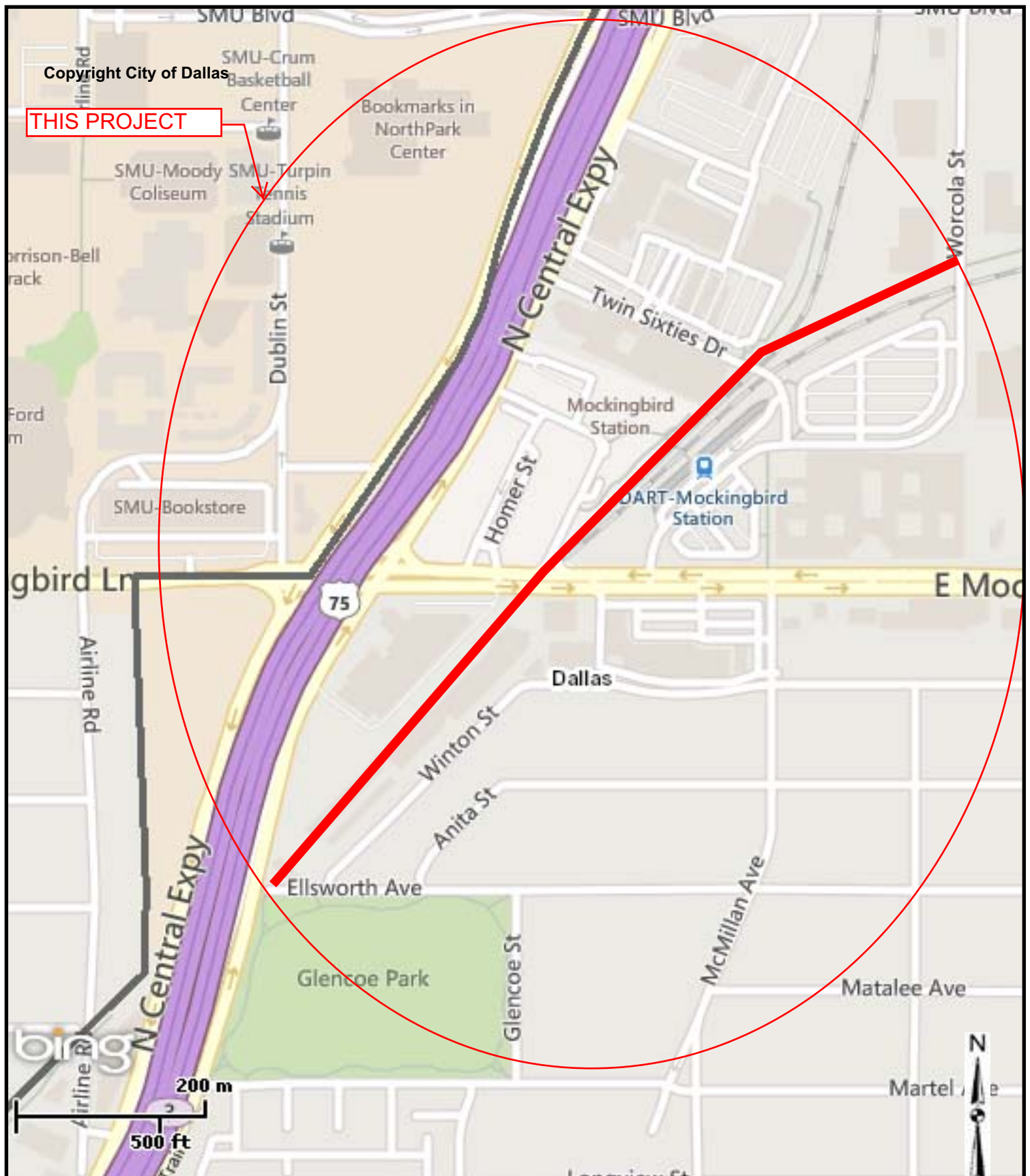
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$111,178.00	3.47%
Asian American	\$0.00	0.00%	\$207,681.00	6.48%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$37,970.00	1.18%
Total	\$0.00	0.00%	\$356,829.00	11.13%

KATY TRAIL EXTENSION PHASE VI



MAPSCO 36J

June 28, 2017

WHEREAS, on April 28, 1999, City Council authorized the submission, acceptance and implementation of City of Dallas candidate projects for the Congestion Mitigation Air Quality Program (CMAQ) by Resolution No. 99-1459; and

WHEREAS, Katy Trail was accepted in March 2000 as a candidate project in the First Call for Projects in the Congestion Mitigation Air Quality Program (CMAQ) under the Transportation Equity Act of the 21st Century (TEA-21); and

WHEREAS, on October 10, 2001, City Council authorized a professional services contract with Washington Infrastructure Services, Inc. to provide engineering services for bicycle and pedestrian enhancements on Phase III of the Katy Trail extension from McCommas Boulevard at North Central Expressway to Sandhurst Street just west of Skillman Street and from Lyte Street at north Houston Street to Levee Street at Manufacturing Street, in an amount not to exceed \$234,190.00, by Resolution No. 01-3024; and

WHEREAS, on October 10, 2001, City Council authorized an Interlocal Agreement with the Texas Department of Transportation for design, right-of-way acquisition, utility relocations, and construction of bicycle and pedestrian enhancements for Phase III of the Katy Trail extension from McCommas Boulevard at North Central Expressway to Sandhurst Street just west of Skillman Street and from Lyte Street at north Houston Street to Levee Street at Manufacturing Street, in an amount not to exceed \$6,200.00, by Resolution No. 01-3025; and

WHEREAS, on April 24, 2002, City Council authorized Supplemental Agreement No. 1 to the contract with Washington Infrastructure Services, Inc., to provide engineering services for bicycle and pedestrian enhancements for Phase III of the Katy Trail extension, in an amount not to exceed \$94,000.00, from \$234,190.00 to \$328,190.00, by Resolution No. 02-1346; and

WHEREAS, on December 11, 2002, City Council authorized Supplemental Agreement No. 2 to the contract with Washington Infrastructure Services, Inc., to (1) decrease engineering services for bicycle and pedestrian enhancements for Phase III of the Katy Trail extension from McCommas Boulevard at North Central Expressway to Sandhurst Street just west of Skillman Street and from Lyte Street at North Houston Street to Levee Street at Manufacturing Street, in an amount not to exceed \$(\$35,979); and (2) provide engineering services for bicycle and pedestrian enhancements for Phase IV of the Katy Trail extension from Skillman Street to White Rock Station, in an amount not to exceed \$436,971.00, for a net amount not to exceed \$400,992.00, from \$328,190.00 to \$729,182.00, by Resolution No. 02-3488; and

June 28, 2017

WHEREAS, on December 11, 2002, City Council authorized an Interlocal Agreement with the Texas Department of Transportation for design, right-of-way acquisition, utility relocations, and construction of bicycle and pedestrian enhancements for Phase IV of the Katy Trail extension from Skillman Street to White Rock Station, in an amount not to exceed \$26,400.00, by Resolution No. 02-3489; and

WHEREAS, on November 8, 2006, City Council authorized a professional services contract with HNTB Corporation to provide preliminary engineering services for bicycle and pedestrian enhancements for Phase VI of the Katy Trail from Winton Street to Worcola Street, in an amount not to exceed \$265,748.00, by Resolution No. 06-3064; and

WHEREAS, on November 8, 2006, City Council authorized a Local Project Advanced Funding Agreement with the Texas Department of Transportation for the design, right-of-way acquisitions, and construction of bicycle and pedestrian enhancements for Phase VI of the Katy Trail from Winton Street to Worcola Street, in an amount not to exceed \$20,000.00, by Resolution No. 06-3065; and

WHEREAS, on February 25, 2009, City Council authorized Supplemental Agreement No. 1 to the contract with HNTB Corporation to provide final engineering design services for Phase VI of the Katy Trail from Ellsworth Street to Worcola Street, in an amount not to exceed \$1,109,612.00, from \$265,748.00 to \$1,375,360.00, by Resolution No. 09-0548; and

WHEREAS, on August 11, 2010, City Council authorized Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide additional engineering design services for Phase VI of the Katy Trail from Ellsworth Street to Worcola Street, in an amount not to exceed \$506,734.00, from \$1,375,360.00 to \$1,882,094.00, by Resolution No. 10-1971; and

WHEREAS, the State of Texas has received money from the North Texas Tollway Authority for the State Highway (SH) 121 toll project, and, pursuant to the Transportation Code, 228.006, the State of Texas shall authorize the use of surplus revenue of a toll project for transportation project, highway project, or air quality project within the district of the Texas Department of Transportation (TxDOT) in which any part of the toll project is located; and

WHEREAS, the Regional Transportation Council (RTC), which is the transportation policy body of the North Central Texas Council of Governments (NCTCOG) and a federally-designated Metropolitan Planning Organization (MPO), was designated by the Texas Transportation Commission on October 26, 2006, to select and oversee projects to be financed using the Regional Toll Revenue (RTR) fund; and

June 28, 2017

WHEREAS, in June 2010, the RTC approved to replace the federal CMAQ funds for the Katy Trail Phase VI from Ellsworth Avenue to Worcola Street with RTR funds; and

WHEREAS, the Katy Trail Phase VI from Ellsworth Avenue to Worcola Street is now approved to receive \$6,480,000.00 from the RTR fund to be matched by \$1,620,000.00 of local funds from the City's 2006 Bond Program and Dallas County; and

WHEREAS, in order to accept the RTR funds, the existing Interlocal Agreement with TxDOT for the use of federal CMAQ funds needs to be terminated; and

WHEREAS, the City is required to pay TxDOT for their up-to-date engineering review cost at the termination of the agreement in the amount of \$194,000.00; and

WHEREAS, on June 8, 2011, City Council authorized an agreement with Atmos Energy Corporation, for the relocation of a gas pipeline in the vicinity of the Katy Trail Phase VI, and authorized payment to Atmos Energy Corporation, in an amount not to exceed \$37,573.68, by Resolution No. 11-1523; and

WHEREAS, on June 22, 2011, City Council authorized a license agreement with Dallas Area Rapid Transit (DART) for the use of its right-of-way to construct and maintain the proposed Phase VI of the Katy Trail from Ellsworth Street to Worcola Street; and authorized Supplemental Agreement No. 9 to the Master Interlocal Agreement with DART for the use of its right-of-way to construct and maintain the pedestrian bridges over Mockingbird Lane and the DART Light Rail Red Line track near Twin Sixties Drive by Resolution No. 11-1697; and

WHEREAS, on June 22, 2011, City Council authorized to terminate the existing Interlocal Agreement with and payment to the Texas Department of Transportation for the Katy Trail, Phase VI, from Ellsworth Street to Worcola Street, previously approved on November 8, 2006, by Resolution No. 06-3065; and authorized a Local Project Advance Funding Agreement with TxDOT for the design and construction of the Katy Trail, Phase VI from Ellsworth Street to Worcola Street; and receipt and deposit of Regional Toll Revenue funds from the Texas Department of Transportation, in an amount not to exceed \$6,480,000.00, by Resolution No. 11-1698; and

WHEREAS, on June 22, 2011, City Council authorized a Project Specific Agreement with Dallas County for the Katy Trail, Phase VI from Ellsworth Street to Worcola Street; and the receipt and deposit of funds from Dallas County, in an amount not to exceed \$1,000,000.00, by Resolution No. 11-1699; and

WHEREAS, on June 22, 2011, City Council authorized a contract with AUI Contractors, LLC for construction of the Katy Trail, Phase VI from Ellsworth Street to Worcola Street, in an amount not to exceed \$6,974,628.44, by Resolution No. 11-1700; and

June 28, 2017

WHEREAS, on June 22, 2011, City Council authorized the reprogramming of eleven projects, associated with the City Lights development from the 2006 Bond Program to the Katy Trail Phase VI from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$2,499,998.00, as follows: Live Oak Street from Cantegral Street to Texas Street (\$125,000.00), Texas Street from Bryan Street to Live Oak Street (\$200,000.00), Cantegral Street reconstruction (\$299,999.00), Cantegral Street / Texas Street traffic signalization (\$175,000.00), Cantegral Street streetcaping (\$360,000.00), Cantegral Street utility modifications (\$125,000.00), Good Latimer Street deceleration lane (\$250,000.00), Live Oak Street from Cantegral Street to Good Latimer Street (\$290,000.00), Live Oak Street left turn lane (\$175,000.00), Live Oak Street / Good Latimer Street traffic signal modifications (\$99,999.00), and City Lights streetscaping (\$400,000.00), by Resolution No. 11-1700; and

WHEREAS, on December 14, 2011, City Council authorized Supplemental Agreement No. 3 to the professional services contract with HNTB Corporation, to provide additional engineering design services related to construction oversight of the Mockingbird Lane Bridge for Phase VI of the Katy Trail from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$461,890.00, from \$1,882,094.00 to \$2,343,984.00, by Resolution No. 11-3258; and

WHEREAS, on December 12, 2012, City Council authorized Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide additional engineering services related to partial realignment of Phase VI of the Katy Trail from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$138,842.00, from \$2,343,984.00 to \$2,482,826.00, by Resolution No. 12-3059; and

WHEREAS, on December 12, 2012, City Council authorized Change Order No. 1 to the contract with AUI Contractors, LLC for material and labor cost escalations associated with the construction of Phase VI of the Katy Trail from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$534,257.02, from \$6,974,628.44 to \$7,508,885.46, by Resolution No. 12-3060; and

WHEREAS, on April 10, 2013, City Council authorized an amendment to Resolution No. 11-1523, previously approved on June 8, 2011 which authorized an agreement with Atmos Energy Corporation for relocation of a gas pipeline for Katy Trail, Phase VI to revise the payment amount for utility relocation, in an amount not to exceed \$389,164.00, by Resolution No. 13-0672; and

WHEREAS, on April 10, 2013, City Council authorized an agreement with Oncor Electric Delivery Company LLC for relocation of electric facilities for Katy Trail, Phase VI, in an amount not to exceed \$235,427.00, by Resolution No. 13-0673; and

June 28, 2017

WHEREAS, the construction contract with AUI Contractors, LLC for the Katy Trail Phase VI, previously awarded on June 22, 2011, by Resolution No. 11-1700, was terminated due to prolonged right-of-way acquisition, at the request of the contractor; and

WHEREAS, on October 23, 2014, Administrative Action No. 14-1759 authorized Supplemental Agreement No. 5 to the professional services contract with HNTB Corporation for additional professional services, in an amount not to exceed \$49,989.00, from \$2,482,826.00 to \$2,532,815.00; and

WHEREAS, on June 20, 2015, Administrative Action No. 15-1278 authorized Supplemental Agreement No. 6 to the professional services contract with HNTB Corporation for additional professional services during the bidding process, in an amount not to exceed \$49,978.00, from \$2,532,815.00 to \$2,582,793.00; and

WHEREAS, on August 12, 2015, City Council authorized to amend Resolution Nos. 11-1700, 11-3258, 12-3059 and 12-3060 to revise the source of funds for the contracts to design and construct the Katy Trail Phase VI; and the reallocation of the project specific funds from Dallas County and Regional Toll Revenue to the construction phase of the project by Resolution No. 15-1480; and

WHEREAS, on August 12, 2015, City Council authorized Supplemental Agreement No. 7 to the professional services contract with HNTB Corporation to provide engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$422,703.00, from \$2,582,793.00 to \$3,005,496.00, by Resolution No. 15-1481; and

WHEREAS, on August 12, 2015, City Council authorized a contract with Rebcon, Inc. for construction of a concrete trail and pedestrian bridges for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street, in an amount not \$11,611,577.46, by Resolution No. 15-1482; and

WHEREAS, on December 21, 2015, Administrative Action No. 15-2186 authorized Changed Order No. 1 to the contract with Rebcon, Inc. for additional insurance requirements by DART, in an amount not to exceed \$20,719.00, from \$11,611,577.46 to \$11,632,296.46; and

June 28, 2017

WHEREAS, on May 30, 2017, Administrative Action No. 17-0667 authorized Supplemental Agreement No. 8 to the professional services contract with HNTB Corporation for engineering services during construction, in an amount not to exceed \$49,968.00, from \$3,005,496.00 to \$3,055,464.00; and

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation to provide additional engineering services during construction for Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$149,386.00, increasing the contract amount from \$3,055,464.00 to \$3,204,850.00.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 9 to the professional services contract with HNTB Corporation, approved as to form by the City Attorney, for additional engineering services during construction for the Katy Trail Phase VI project from Ellsworth Avenue to Worcola Street, in an amount not to exceed \$149,386.00, increasing the contract amount from \$3,055,464.00 to \$3,204,850.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse an amount not to exceed \$149,386.00 to HNTB Corporation from Street and Transportation Improvements Fund, Fund 1T22, Department STS, Unit P653, Object 4111, Activity INGV, Program PB06P653, Encumbrance/Contract No. CT-PBW98N946E1, Vendor 090096.

SECTION 3. That this contract is designated as Contract No. STS-2017-00001911.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 28

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Cultural Affairs

CMO: Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize **(1)** the acceptance of a donated sculpture, valued at \$400,000, honoring officers of the Dallas Police Department and the Dallas Area Rapid Transit Police Department whose lives were lost in the line of duty on July 7, 2016, to be located at Jack Evans Police Headquarters, 1400 South Lamar Street; **(2)** the receipt and deposit of funds from the Dallas Memorial for the Fallen Police Officers in an amount not to exceed \$40,000; **(3)** an increase in appropriations in an amount not to exceed \$40,000 in the Office of Cultural Affairs Gifts and Donations Fund; and **(4)** a contract with the artist Barvo Walker to support future maintenance and conservation needs of the sculpture - Not to exceed \$40,000 - Financing: Office of Cultural Affairs Gifts and Donations Funds

BACKGROUND

Anonymous donors have offered to fund the commission of a memorial sculpture for the four Dallas police officers and the Dallas Area Rapid Transit police officer who lost their lives in the line of duty on July 7, 2016.

The donors approached artist Barvo Walker to initiate the commission of the work. Mr. Walker has been professionally active for 35 years and has completed a previous donation commission for the City of Dallas, a sculpture of J. Erik Jonsson, former mayor of the City of Dallas. This work can be seen in the lobby of Dallas City Hall.

The concept for the sculpture (attached) is a limestone vertical slab with a bronze figurative relief on the front, the content of which has not been finalized. It is planned to be about 10-12 feet high, on a base that is 6 feet x 8 feet. The proposed location is in front of the flag poles at the Jack Evans Police Headquarters, located at 1400 South Lamar Street, Dallas, Texas 75203.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 2, 2017, the Public Art Committee recommended the acceptance of the donated artwork by the artist Barvo Walker.

On May 18, 2017, the Cultural Affairs Commission accepted the concept design for the memorial to be constructed by the Artist Barvo Walker.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

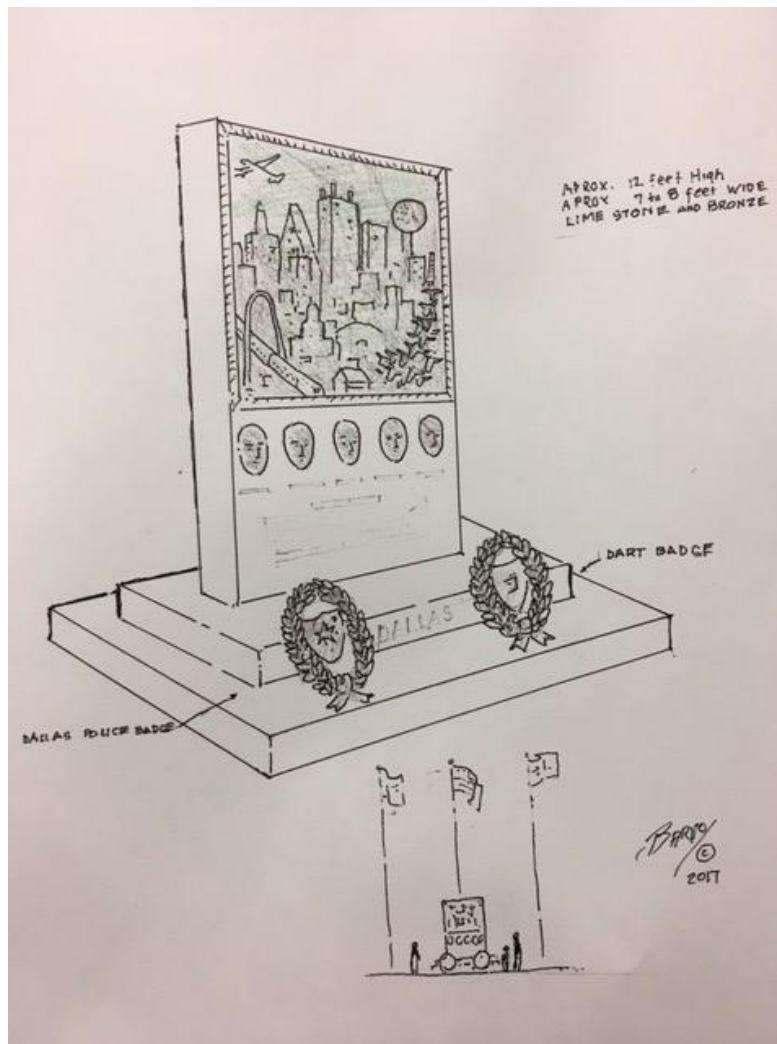
Office of Cultural Affairs Gifts and Donations Funds - \$40,000



Jack Evans Police Headquarters, 1400 South Lamar Street



Installation Site



Artist's concept design for the artwork

June 28, 2017

WHEREAS, Chapter 2, Article X, Section 2-105.2 provides for the establishment of policies and guidelines to facilitate and encourage the donation of high quality artworks to the City; and

WHEREAS, in carrying out the intent of the Public Art Program, the Office of Cultural Affairs, working with the Dallas Police Department, has identified a donation of public art to honor the Dallas police officers and the Dallas Area Rapid Transit police officer whose lives were lost in the line of duty on July 7, 2016, to be located in the grassy area in front of the flag poles at the entrance to the Jack Evans Police Headquarters located at 1400 South Lamar Street; and

WHEREAS, Barvo Walker, through the Dallas Memorial for the Fallen Police Officers, Inc, a 501(c)(3) non-profit corporation registered with the State of Texas, is contributing the proposed sculpture, and \$40,000 for the maintenance of the public art project.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a contract, approved as to form by the City Attorney, to accept **(1)** the donation of a sculpture created by Barvo Walker, valued at \$400,000, which will honor the police officers of the Dallas Police Department and the Dallas Area Rapid Transit Police Department whose lives were lost in the line of duty on July 7, 2016, to be located at Jack Evans Police Headquarters, 1400 South Lamar Street; and **(2)** a contribution, in the amount of \$40,000, from Barvo Walker to support future maintenance and conservation needs of the sculpture.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit donated funds in an amount not to exceed \$40,000 in the Office of Cultural Affairs Gifts and Donations Fund, Fund 0388, Department OCA, Unit 3303, Revenue Code 8411.

SECTION 3. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$40,000, in the Office of Cultural Affairs Gifts and Donations Fund, Fund 0388, Department OCA, Unit 3303, Various Object Codes, in accordance with the terms of the contract.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$40,000 from the Office of Cultural Affairs Gifts and Donations Fund, Fund 0388, Department OCA, Unit 3303, Various Object Codes, in accordance with the terms of the contract.

SECTION 5. That this contract is designated as Contract No. OCA-2017-00002254.

June 28, 2017

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 29

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3, 8

DEPARTMENT: Park & Recreation
Mobility and Street Services

CMO: Willis Winters, 670-4071
Majed Al-Ghafry, 670-3302

MAPSCO: 65 L, Q, U

SUBJECT

Authorize an increase in the contract with Northstar Construction, LLC to add increased scope of work associated with the Runyon Creek Trail located between Glendale Park to the new Singing Hills Recreation Center – Not to exceed \$213,626, from \$2,354,100 to \$2,567,726 – Financing: General Obligation Commercial Paper Funds

BACKGROUND

On April 27, 2016, City Council authorized a contract award to Northstar Construction, LLC for trail improvements at Runyon Creek Trail located between Glendale Park and Camp Wisdom Road, in an amount not to exceed \$2,497,700, by Resolution No. 16-0638.

On September, 14, 2016, City Council authorized Change Order No. 1 to delete a section of the trail from Crouch Road to Runyon Springs Branch and add a section of trail from Crouch Road to the new Singing Hills Recreation Center and associated work for the Runyon Creek Trail located between Glendale Park and Camp Wisdom Road, in an amount not to exceed (\$-143,600), decreasing the contract amount from \$2,497,700 to \$2,354,100, by Resolution No. 16-1454.

This action will authorize Change Order No. 2 to the contract with Northstar Construction, LLC, in an amount not to exceed \$213,626, from \$2,354,100 to \$2,567,726 for an increase in the contract to replace a section of existing deteriorated trail at Glendale South, relocate the existing sidewalk around football field at Singing Hills Park, and install “In-Pavement” flashing crosswalk lighting at Wagon Wheel and Crouch Road trail crossings and other miscellaneous trail related items.

ESTIMATED SCHEDULE OF PROJECT

Began Construction June 2016
Complete Construction September 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 6, 2015, the Park and Recreation Board authorized proceeding with advertisement for construction procurement.

On March 10, 2016, the Park and Recreation Board deferred this item.

On April 7, 2016, the Park and Recreation Board authorized award of the contract.

On April 27, 2016, City Council authorized award of the contract by Resolution No. 16-0638.

On August 18, 2016, the Park and Recreation Board authorized Change Order No. 1.

On September 12, 2016, information about this item was provided to the Quality of Life and Environment Committee.

On September 14, 2016, City Council authorized Change Order No. 1.

On May 18, 2017, the Park and Recreation Board authorized Change Order No. 2.

The Quality of Life and Environment Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

2012 Bond Program (General Obligation Commercial Paper Funds) - \$213,626

Construction Contract	\$ 2,497,700
Change Order No. 1	\$ (143,600)
Change Order No. 2 (this action)	<u>\$ 213,626</u>

Total not to exceed	\$ 2,567,726
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<u>Council District</u>	<u>Amount</u>
3	\$133,872
8	<u>\$ 79,754</u>
Total	\$ 213,626

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Northstar Construction, LLC

White Male	4	White Female	1
Black Male	0	Black Female	0
Hispanic Male	9	Hispanic Female	1
Other Male	0	Other Female	0

OWNER

Northstar Construction, LLC

Michael A. Heimlich, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Northstar Construction, LLC to add increased scope of work associated with the Runyon Creek Trail located between Glendale Park to the new Singing Hills Recreation Center – Not to exceed \$213,626, from \$2,354,100 to \$2,567,726 – Financing: General Obligation Commercial Paper Funds

Northstar Construction, LLC, is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$32,255.00	15.10%
Non-local contracts	\$181,371.00	84.90%
TOTAL THIS ACTION	\$213,626.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

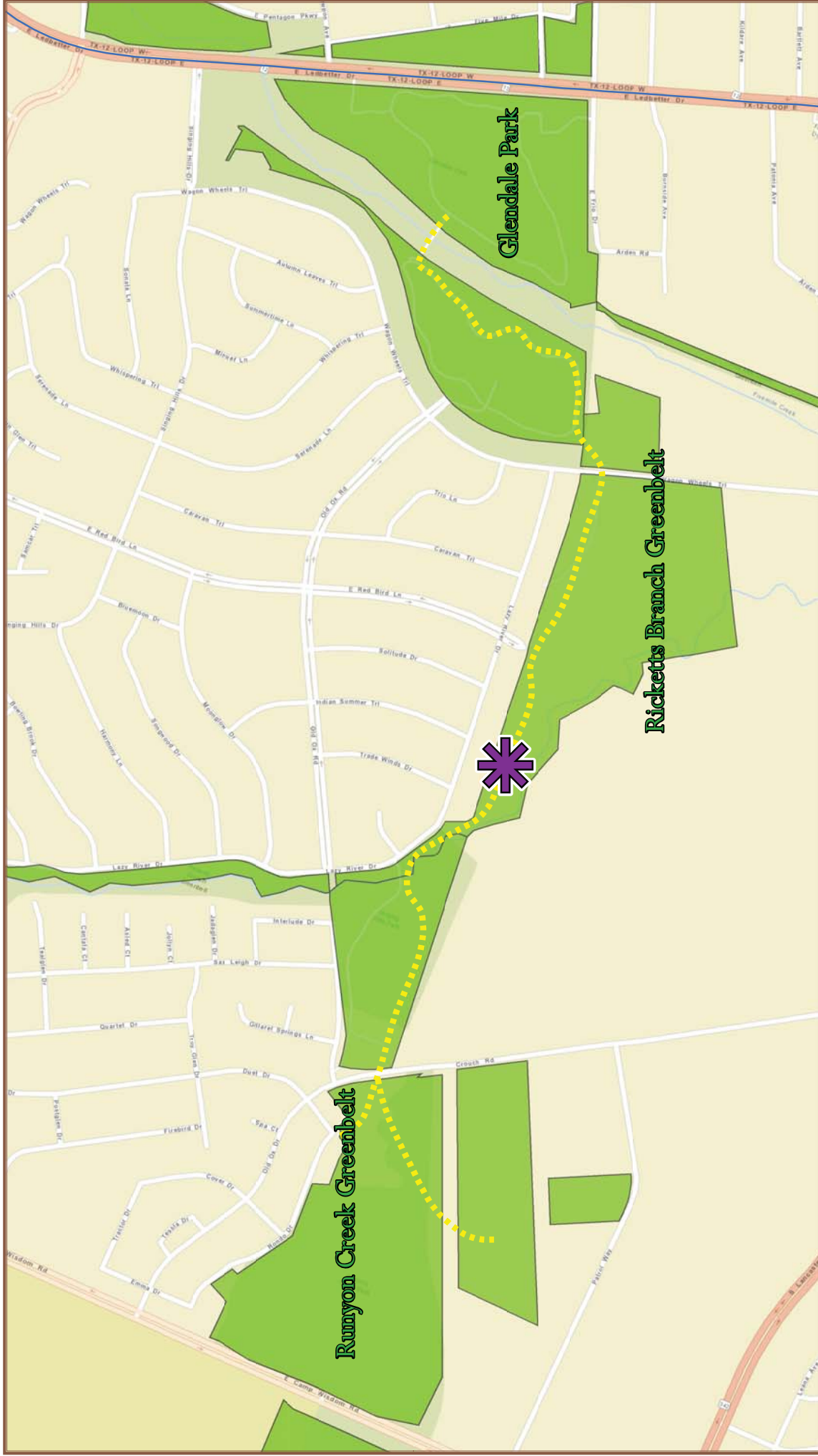
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Logan Trucking	BMMB13960N0119	\$5,000.00	15.50%
CT & S Metalworks	WFDB80075Y0218	\$27,255.00	84.50%
Total Minority - Local		\$32,255.00	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Cowtown Redimix	WFWB06682Y0917	\$31,530.00	17.38%
Total Minority - Non-local		\$31,530.00	17.38%

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$5,000.00	2.34%	\$20,000.00	0.78%
Hispanic American	\$0.00	0.00%	\$146,040.00	5.69%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$58,785.00	27.52%	\$498,385.00	19.41%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$63,785.00	29.86%	\$664,425.00	25.88%



0 265 530 1,060 1,590 Feet



Runyon Creek Trail
 (Glendale Park to "New" Singing Hills Recreation Center)

Mapscos
 65 L,Q,U

District
 3,8

June 22, 2017

June 28, 2017

WHEREAS, on April 27, 2016, City Council authorized a contract award to Northstar Construction, LLC for trail improvements at Runyon Creek Trail located between Glendale Park to Camp Wisdom Road, in an amount not to exceed \$2,497,700, by Resolution No. 16-0683; and

WHEREAS, on September, 14, 2016, City Council authorized Change Order No. 1 to this contract to delete a section of the trail from Crouch Road to Runyon Springs Branch and add a section of trail from Crouch Road to the new Singing Hills Recreation Center and associated work for the Runyon Creek Trail located between Glendale Park and Camp Wisdom Road, in an amount not to exceed (\$-143,600), decreasing the contract amount from \$2,497,700 to \$2,354,100, by Resolution No. 16-1454; and

WHEREAS, this action will authorize Change Order No. 2 to the contract with Northstar Construction, LLC, in an amount not to exceed \$213,626, from \$2,354,100 to \$2,567,726 for an increase in the contract to replace a section of existing deteriorated trail at Glendale South, relocate the existing sidewalk around football field at Singing Hills Park, and install "In-Pavement" flashing crosswalk lighting at Wagon Wheel and Crouch Road trail crossings and other miscellaneous trail related items.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY OF COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That an increase in the construction services contract with Northstar Construction, LLC (Change Order No. 2) is authorized to add increased scope of work associated with the Runyon Creek Trail located between Glendale Park and the new Singing Hills Recreation Center, in an amount not to exceed \$213,626, increasing the contract amount from \$2,354,100 to \$2,567,726.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$213,626 to Northstar Construction, LLC from General Obligation Commercial Paper Fund, Fund 4U22, Department STS, Unit S619, Object 4599, Activity HIBT, Program PB12S619, Contract No./Encumbrance CX-PKR16019537, Commodity 91200, Vendor VS0000060205.

SECTION 3. That this contract be designated as Contract No. PKR-2016-00000386.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 30

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: H21B, 22E, N, S

SUBJECT

Authorize a public hearing to be held on August 9, 2017 to receive comments on the proposed use of a portion of Elm Fork Shooting Sports and the Luna Vista Golf Course in the Elm Fork Greenbelt, totaling approximately 155,182 square feet of land, by the Trinity River Authority of Texas for the sewer interceptor rehabilitation project - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas owns municipal parkland known as Elm Fork Shooting Sports and the Luna Vista Golf Course in the Elm Fork Greenbelt located northwest of downtown Dallas within the Trinity River Corridor. The Trinity River Authority of Texas (TRA) currently maintains a sewer interceptor within its easement through the parkland. Needed repairs of the existing sewer and interceptor were revealed during a recent inspection of the sewer interceptor.

TRA has requested a temporary construction easement for a two-year period, consisting of approximately 155,182 square feet of parkland, as described in Exhibit A, for rehabilitation of the existing sewer interceptor in the Elm Fork Greenbelt. Such temporary uses may include: ingress and egress, installation of temporary bypass piping, and storage of materials equipment, vehicles, and materials as necessary for construction work. In consideration for this temporary conveyance by easement, TRA will pay \$2,183, the fair market value of this easement, as determined by an independent appraisal. Upon completion of the project, the area will be restored to its pre-construction condition or better. Using trenchless technology the interceptor will be repaired by installing a liner to rehabilitate and protect the existing sewer interceptor. Work will be coordinated and scheduled with the Park and Recreation Department, Elm Fork Shooting Sports, and the Luna Vista Golf Course staff to minimize disruption of facility services and operations.

BACKGROUND (continued)

In compliance with the law, the City of Dallas has determined that there is a need and that no feasible and prudent alternative exists and that all reasonable care has been taken so as to not damage the remainder of the park property and to mitigate any disruption of current park services.

In accordance with the Texas Parks and Wildlife Code, Chapter 26 (Sections 26.001 through 26.004) the City Council must advertise and hold a public hearing on the change of use of parkland.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 4, 2017, the Park and Recreation Board authorized a public hearing to be held on August 9, 2017.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



0 300 600 1,200 1,800 Feet

May 4, 2017

Elm Fork Shooting Sports/Luna Vista Golf Course
Elm Fork Greenbelt
TRA Temporary Construction Easement

Mapscot
H21B
22E, N, S

District
6

June 28, 2017

WHEREAS, the City of Dallas owns land known as Elm Fork Shooting Sports and the Luna Vista Golf Course in the Elm Fork Greenbelt and which was acquired for park purposes and has been maintained as parkland; and

WHEREAS, the Trinity River Authority of Texas (TRA) has requested a temporary construction easement for a two-year period, consisting of approximately 155,182 square feet of parkland, as described in Exhibit A, for rehabilitation of the existing sewer interceptor in the Elm Fork Greenbelt, and the Park and Recreation Board is agreeable to providing the property for this use; and

WHEREAS, the Texas Parks and Wildlife Code, Chapter 26 (Section 26.001 through 26.004), requires that before a municipality may approve any program or project that requires the use or taking of any public land designated and used as parkland, the governing body of such public municipality must determine that there is no feasible and prudent alternative to the use or taking of such land, and that the program or project includes all reasonable planning to minimize harm to the remainder of the park; and

WHEREAS, prior to making this determination, notice must be given and a public hearing be held relative to the proposed change of park use; and

WHEREAS, the City Council desires to give notice and hold such hearing in accordance with the law with respect to the utilization of the Elm Fork Shooting Sports and the Luna Vista Golf Course in the Elm Fork Greenbelt.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the Park and Recreation Department is hereby authorized and directed to advise in writing of such proposed use of the park property by delivering a notice for publishing to the official newspaper to be advertised once each week for three consecutive weeks, the last publication to be not less than one week nor more than two weeks before the date of the hearing, which shall be held in the City Council Chambers on August 9, 2017.

SECTION 2. That the approval of the aforementioned project by the City Council, at the close of the public hearing, shall be construed as making the proper findings as to the use, taking and conveyance of parkland, consistent with the Texas Parks and Wildlife Code and the Texas Local Government Code.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

EXHIBIT A-TRACT 1

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 2-TCE

Being a 25,430 square foot tract of land situated in the William Babbett Survey, Abstract No. 155, Dallas Block No. 8572, City of Dallas, Dallas County, Texas, said 25,430 square foot tract of land being a portion of a 1,441,290 square foot tract of land (by deed) deeded to the City of Dallas by Warranty Deed dated July 27, 1965 as recorded in Volume 619, Page 844 of the Deed Records of Dallas County, Texas, said 25,430 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) monument found (Controlling Monument) (CM) in the northerly right-of-way line of Spur 348 (Northwest Highway) (a variable width right-of-way) as recorded in Volume 5750, Page 66 of said Deed Records of Dallas County, Texas, said TXDOT monument being the southwest corner of a 20 acre tract of land (by deed) described as Tract No. 8 deeded to the City of Dallas as recorded in Volume 120, Page 1470 of said Deed Records of Dallas County, Texas, said TXDOT monument also being the southeast corner of a tract of land deeded to the City of Dallas as recorded in Volume 452, Page 962 of said Deed Records of Dallas County, Texas, from which a TXDOT monument found (CM) for an angle point in the northerly right-of-way line of said Spur 348 bears South 75 degrees 21 minutes 03 seconds East, a distance of 439.21 feet; THENCE North 00 degrees 40 minutes 23 seconds West, with the west line of said Tract No. 8 and with the east line of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962, a distance of 570.22 feet to a point for the northwest corner of said Tract No. 8, said point being the southwest corner of a tract of land described as Tract No. 7 deeded to the City of Dallas as recorded in said Volume 120, Page 1470; THENCE North 00 degrees 40 minutes 15 seconds West, with the west line of said Tract No. 7 and with the east line of said tract of land deeded to the City of Dallas as recorded in said Volume 452; Page 962, passing at a distance of 18.00 feet, a point for the northeast corner of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962, and being the southeast corner of an 80 acre tract of land (by deed) described as Tract No. 9 deeded to the City of Dallas as recorded in said Volume 120, Page 1470, in all, a distance of 660.00 feet to a point for the northwest corner of said Tract No. 7, said point being southwest corner of a 25 acre tract of land (by deed) described as Tract No. 6 deeded to the City of Dallas as recorded in said Volume 120, Page 1470, said point also being in the east line of said Tract No. 9; THENCE North 00 degrees 40 minutes 20 seconds West, with the west line of said Tract No. 6 and with the east line of said Tract No. 9, a distance of 660.00 feet to a point for the southwest corner of said 1,441,290 square foot tract of land, said point being the northwest corner of said Tract No. 6, said point also being in the east line of said Tract No. 9; THENCE North 00 degrees 40 minutes 23 seconds West, with the west line of said 1,441,290 square foot tract of land and with the east line of said Tract No. 9, a distance of 390.59 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,006,298.77 and E=2,451,978.35;

FIELD NOTES APPROVED:
JAC 7/27/16

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 2-TCE

- THENCE** North 00 degrees 40 minutes 23 seconds West, with the west line of said 1,441,290 square foot tract of land and the east line of said Tract No. 9, a distance of 205.44 feet to a point for corner;
- THENCE** South 14 degrees 45 minutes 32 seconds East, a distance of 614.51 feet to a point for corner in the south line of said 1,441,290 square foot tract of land, said point being in the north line of said Tract No. 6;
- THENCE** South 89 degrees 19 minutes 40 seconds West, with south line of said 1,441,290 square foot tract of land and with the north line of said Tract No. 6, a distance of 51.55 feet to a point for corner;
- THENCE** North 14 degrees 45 minutes 32 seconds West, a distance of 402.70 feet to the **POINT OF BEGINNING**, and containing 25,430 square feet or 0.584 acres of land, more or less.

Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

December 14, 2015 (REV 1)
Gorrondona & Associates, Inc.

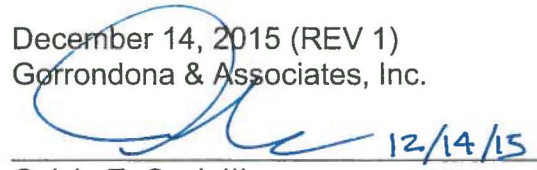
 12/14/15
Calvin E. Cock III
Registered Professional Land Surveyor
Texas No. 5622
Texas Firm No. 10106903

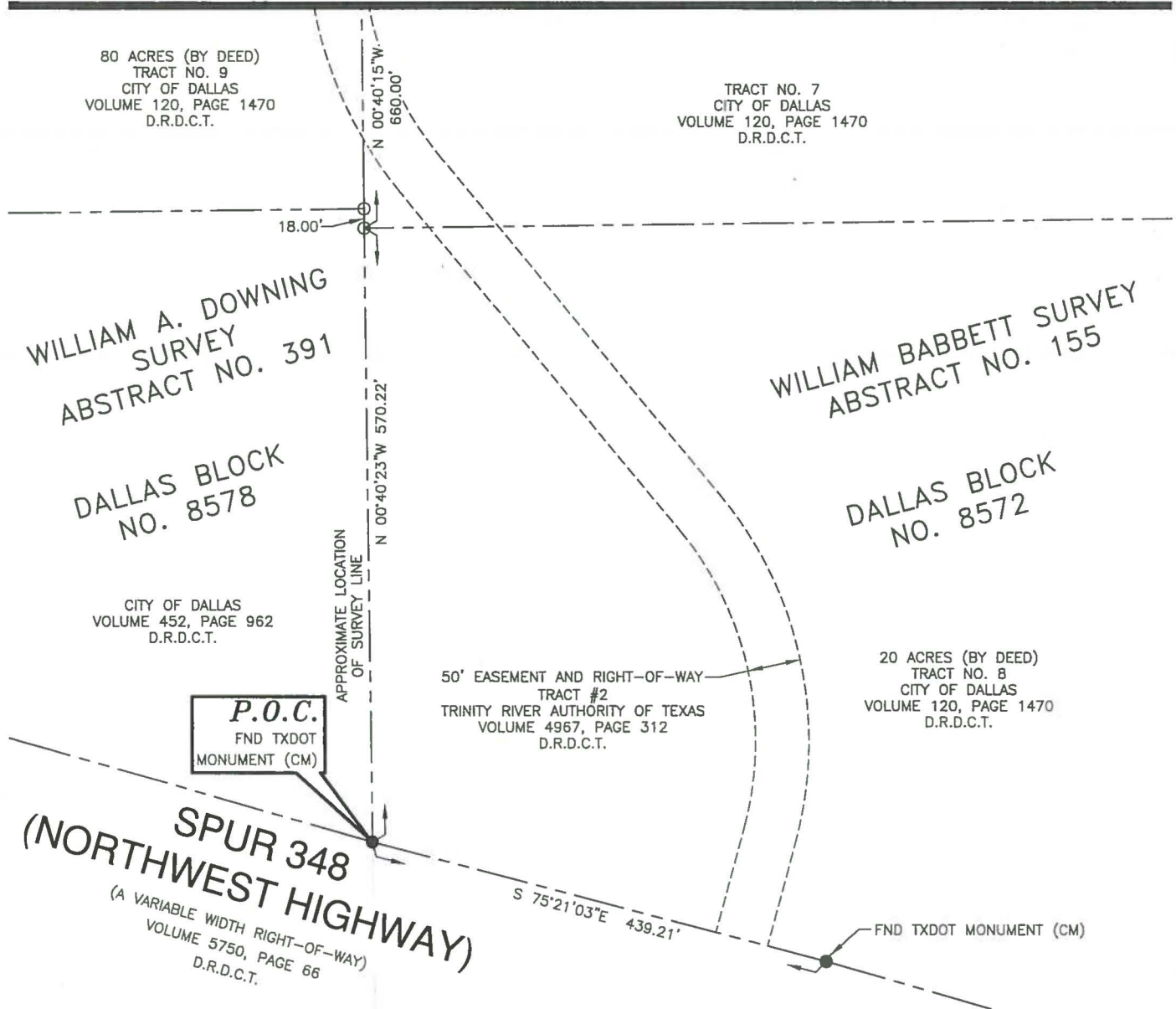


EXHIBIT A-TRACT 1

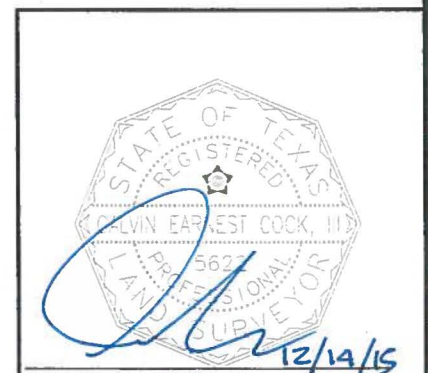
TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 2-TCE

MATCHLINE "A"



- NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HERewith ACCOMPANIES THIS PLAT
2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S. CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.



JOB NO. JQI_1501.00
DATE: DECEMBER 14, 2015
DRAWN BY: JWJ
EXHIBIT A PAGE 3 OF 5
CAD FILE: EF-R3 EASEMENTS_2-TCE_R1.DWG
SCALE: 1" = 150'

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622
TEXAS FIRM No. 10106903

EXHIBIT A-TRACT 1

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 2-TCE

MATCHLINE "B"

LEGEND

- FND MONUMENTATION
(SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- - - - - EXISTING EASEMENT LINE
- - - - - PROPOSED EASEMENT LINE
- — — — — SURVEY/ABSTRACT LINE

WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391

25 ACRES (BY DEED)
TRACT NO. 6
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

DALLAS BLOCK
NO. 8572

50' EASEMENT AND RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

DALLAS BLOCK
NO. 8572

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

APPROXIMATE LOCATION
OF SURVEY LINE

N 00°40'20"W 660.00'

N 00°40'15"W 660.00'

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

TRACT NO. 7
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

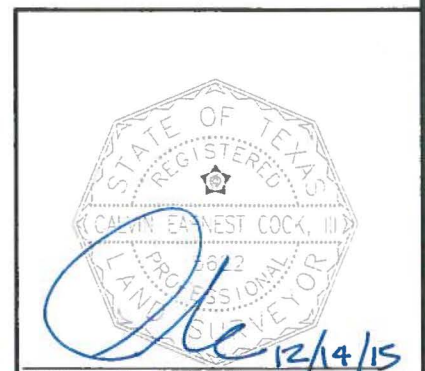
MATCHLINE "A"



150 75 0 150



SCALE IN FEET



CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQI_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_2-TCE_R1.DWG
DATE: DECEMBER 14, 2015 EXHIBIT A PAGE 4 OF 5 SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

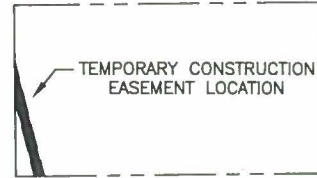
EXHIBIT A-TRACT 1

TEMPORARY CONSTRUCTION EASEMENT WILLIAM BABBETT SURVEY, ABSTRACT NO. 155 CITY OF DALLAS DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 2-TCE

50' EASEMENT AND
RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY
OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

APPROXIMATE LOCATION
OF SURVEY LINE



SUBJECT TRACT &
LOCATION OF EASEMENT

DALLAS BLOCK
NO. 8578

P.O.B.

GRID COORDINATE
N=7,006,298.77
E=2,451,978.35

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

1,441,290 SQUARE FEET (BY DEED)
CITY OF DALLAS
VOLUME 619, PAGE 844
D.R.D.C.T.

DALLAS BLOCK
NO. 8572

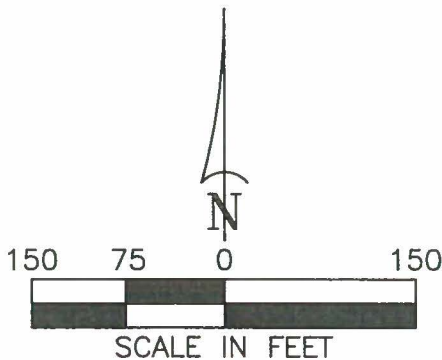
TEMPORARY
CONSTRUCTION
EASEMENT AREA
25,430 SQ. FT. OR
0.584 ACRES

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

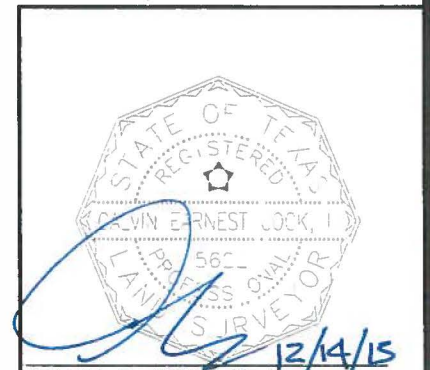
WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391

25 ACRES (BY DEED)
TRACT NO. 6
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

MATCHLINE "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 00°40'23"W	205.44'
L-2	S 89°19'40"W	51.55'



**TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

**CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 1**

Being a 15,001 square foot tract of land situated in the William Babbett Survey, Abstract No. 155, Dallas Block No. 8572, City of Dallas, Dallas County, Texas, said 15,001 square foot tract of land being a portion of a 20 acre tract of land (by deed) described as Tract No. 8 deeded to the City of Dallas by Warranty Deed dated August 2, 1963 as recorded in Volume 120, Page 1470 of the Deed Records of Dallas County, Texas, said 15,001 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) monument found (Controlling Monument) (CM) for the southwest corner of said Tract No. 8, said TXDOT monument being the southeast corner of a tract of land deeded to the City of Dallas as recorded in Volume 452, Page 962 of said Deed Records of Dallas County, Texas, said TXDOT monument also being in the northerly right-of-way line of Spur 348 (Northwest Highway) (a variable width right-of-way) as recorded in Volume 5750, Page 66 of said Deed Records of Dallas County, Texas; **THENCE** South 75 degrees 21 minutes 03 seconds East, with the southerly line of said Tract No. 8 and with the northerly right-of-way line of said Spur 348, a distance of 382.42 feet to the **POINT OF BEGINNING**, said point being the intersection of the northerly right-of-way line of said Spur 348 with the easterly line of an existing 50' Easement and Right-of-Way described as Tract #2 granted to Trinity River Authority of Texas as recorded in Volume 4967, Page 312 of said Deed Records of Dallas County, Texas, said point being in the southerly line of said Tract No. 8, said point also having a grid coordinate of N=7,003,921.81 and E=2,452,374.88;

THENCE North 15 degrees 25 minutes 29 seconds East, with the easterly line of said existing 50' Easement and Right-of-Way, a distance of 100.01 feet to a point for corner;

THENCE South 75 degrees 21 minutes 03 seconds East, a distance of 56.54 feet to a point for corner;

THENCE South 74 degrees 05 minutes 20 seconds East, a distance of 93.47 feet to a point for corner;

THENCE South 15 degrees 25 minutes 29 seconds West, a distance of 100.00 feet to a point for corner in the southerly line of said Tract No. 8, said point being in the northerly right-of-way line of said Spur 348;



TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 1

THENCE North 74 degrees 05 minutes 20 seconds West, with the southerly line of said Tract No. 8 and with the northerly right-of-way line of said Spur 348, a distance of 93.22 feet to a TXDOT monument found (CM) for an angle point in the southerly line of said Tract No. 8, said TXDOT monument being in the northerly right-of-way line of said Spur 348;

THENCE North 75 degrees 21 minutes 03 seconds West, with the southerly line of said Tract No. 8 and with the northerly right-of-way line of said Spur 348, a distance of 56.79 feet to the **POINT OF BEGINNING**, and containing 15,001 square feet or 0.344 acres of land, more or less.


Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

December 14, 2015 (REV 1)
Gorrondona & Associates, Inc.

By:  12/14/15
Calvin E. Cock III
Registered Professional Land Surveyor,
Texas No. 5622
Texas Firm No. 10106903

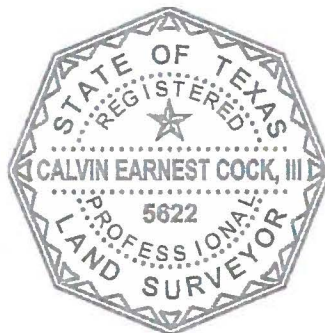


EXHIBIT A-TRACT 2

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 1

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

TRACT NO. 7
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391

DALLAS BLOCK
NO. 8578

CITY OF DALLAS
VOLUME 452, PAGE 962
D.R.D.C.T.

DALLAS BLOCK
NO. 8572

20 ACRES (BY DEED)
TRACT NO. 8
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

P.O.C.
FND TXDOT
MONUMENT (CM)

P.O.B.
GRID COORDINATE
N=7,003,921.81
E=2,452,374.88

TEMPORARY
CONSTRUCTION
EASEMENT AREA
15,001 SQ. FT. OR
0.344 ACRES

50' EASEMENT AND RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

SPUR 348
(NORTHWEST HIGHWAY)
(A VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 5750, PAGE 66
D.R.D.C.T.

FND TXDOT
MONUMENT (CM)

TEMPORARY CONSTRUCTION
EASEMENT LOCATION

SUBJECT TRACT &
LOCATION OF EASEMENT

150 75 0 150

SCALE IN FEET

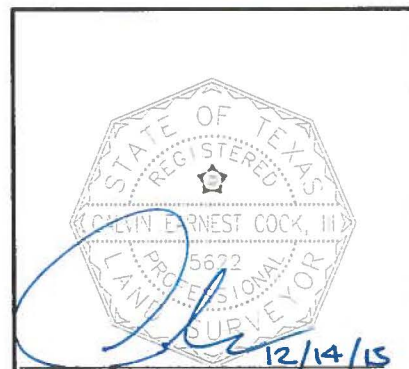


EXHIBIT A-TRACT 2

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 1

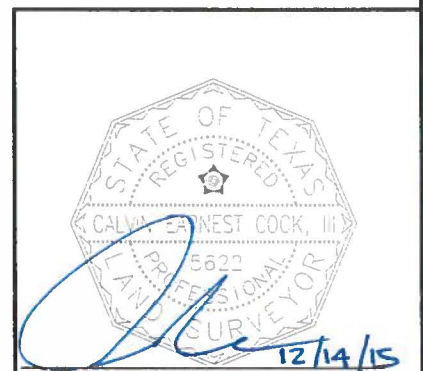
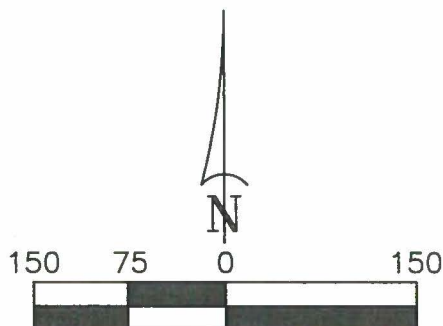
LEGEND

- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- — — — — SURVEY/ABSTRACT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 15°25'29"E	100.01'
L-2	S 75°21'03"E	56.54'
L-3	S 74°05'20"E	93.47'
L-4	S 15°25'29"W	100.00'
L-5	N 74°05'20"W	93.22'
L-6	N 75°21'03"W	56.79'

NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HERewith ACCOMPANIES THIS PLAT

2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S. CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.



**TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 2

Being a 14,172 square foot tract of land situated in the William Babbett Survey, Abstract No. 155, Dallas Block No. 8572, City of Dallas, Dallas County, Texas, said 14,172 square foot tract of land being a portion of a 20 acre tract of land (by deed) described as Tract No. 8 deeded to the City of Dallas by Warranty Deed dated August 2, 1963 as recorded in Volume 120, Page 1470 of the Deed Records of Dallas County, Texas, said 14,172 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) monument found (Controlling Monument) (CM) for the southwest corner of said Tract No. 8, said TXDOT monument being the southeast corner of a tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962 of said Deed Records of Dallas County, Texas, said TXDOT monument also being in the northerly right-of-way line of Spur 348 (Northwest Highway) (a variable width right-of-way) as recorded in Volume 5750, Page 66 of said Deed Records of Dallas County, Texas; THENCE South 75 degrees 21 minutes 03 seconds East, with the southerly line of said Tract No. 8 and with the northerly right-of-way line of said Spur 348, a distance of 382.42 feet to a point for the intersection of the northerly right-of-way line of said Spur 348 with the easterly line of an existing 50' Easement and Right-of-Way described as Tract #2 granted to Trinity River Authority of Texas as recorded in Volume 4967, Page 312 of said Deed Records of Dallas County, Texas, from which a TXDOT monument found (CM) for an angle point in the northerly right-of-way line of said Spur 348 bears South 75 degrees 21 minutes 03 seconds East, a distance of 56.79 feet; THENCE North 15 degrees 25 minutes 29 seconds East, with the easterly line of said existing 50' Easement and Right-of-Way, a distance of 100.01 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,004,018.20 and E=2,452,401.47;

THENCE North 14 degrees 37 minutes 00 seconds East, a distance of 86.82 feet to a point for the beginning of a curve to the right having a radius of 150.00 feet, a central angle of 34 degrees 56 minutes 34 seconds and whose chord bears North 32 degrees 05 minutes 17 seconds East, a chord distance of 90.07 feet;

THENCE Northeasterly, with said curve to the right, an arc length of 91.48 feet to a point for corner;



FIELD NOTES APPROVED:

1/27/16

**TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

**CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 2**

- THENCE** North 49 degrees 33 minutes 34 seconds East, a distance of 266.32 feet to a point for the beginning of a curve to the left having a radius of 150.00 feet, a central angle of 49 degrees 33 minutes 34 seconds and whose chord bears North 24 degrees 46 minutes 47 seconds East, a chord distance of 125.74 feet;
- THENCE** Northeasterly, with said curve to the left, an arc length of 129.75 feet to a point for corner;
- THENCE** North 00 degrees 00 minutes 00 seconds West, a distance of 131.55 feet to a point for corner in the north line of said Tract No. 8, said point being in the south line of a tract of land described as Tract No. 7 deeded to the City of Dallas as recorded in said Volume 120, Page 1470;
- THENCE** North 89 degrees 20 minutes 32 seconds East, with the north line of said Tract No. 8 and with the south line of said Tract No. 7, a distance of 20.00 feet to a point for corner;
- THENCE** South 00 degrees 00 minutes 00 seconds East, a distance of 131.78 feet to a point for the beginning of a curve to the right having a radius of 170.00 feet, a central angle of 49 degrees 33 minutes 34 seconds and whose chord bears South 24 degrees 46 minutes 47 seconds West, a chord distance of 142.50 feet;
- THENCE** Southwesterly, with said curve to the right, an arc length of 147.05 feet to a point for corner;
- THENCE** South 49 degrees 33 minutes 34 seconds West, a distance of 266.32 feet to a point for the beginning of a curve to the left having a radius of 130.00 feet, a central angle of 34 degrees 56 minutes 34 seconds and whose chord bears South 32 degrees 05 minutes 17 seconds West, a chord distance of 78.06 feet;
- THENCE** Southwesterly, with said curve to the left, an arc length of 79.28 feet to a point for corner;
- THENCE** South 14 degrees 37 minutes 00 seconds West, a distance of 86.82 feet to a point for corner;

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 2

THENCE North 75 degrees 23 minutes 00 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 14,172 square feet or 0.325 acres of land, more or less.

Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

* SURVEYOR'S CERTIFICATE *

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December 14, 2015 (REV 1)
Gorrondonga & Associates, Inc.

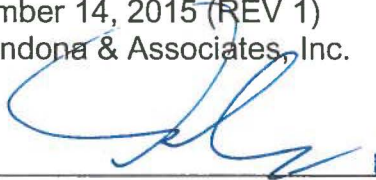
By:  12/14/15
Calvin E. Cock III
Registered Professional Land Surveyor,
Texas No. 5622
Texas Firm No. 10106903



EXHIBIT A-TRACT 3

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 2

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

TRACT NO. 7
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391
DALLAS BLOCK
NO. 8578

CITY OF DALLAS
VOLUME 452, PAGE 962
D.R.D.C.T.

DALLAS BLOCK
NO. 8572

50' EASEMENT AND RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

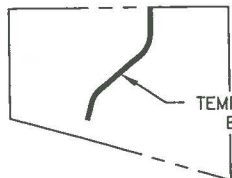
20 ACRES (BY DEED)
TRACT NO. 8
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

P.O.C.
FND TXDOT
MONUMENT (CM)

P.O.B.
GRID COORDINATE
N=7,004,018.20
E=2,452,401.47

TEMPORARY
CONSTRUCTION
EASEMENT AREA
14,172 SQ. FT. OR
0.325 ACRES



SUBJECT TRACT &
LOCATION OF EASEMENT

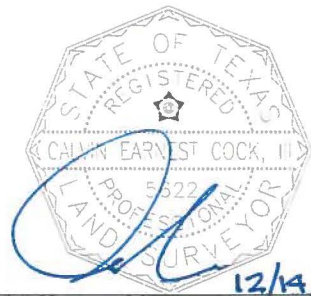
SPUR 348
(NORTHWEST HIGHWAY)
(A VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 5750, PAGE 66
D.R.D.C.T.

S 75°21'03"E 382.42'

FND TXDOT MONUMENT (CM)



SCALE IN FEET



12/14/15

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQL_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_1-TCE P2_R1.DWG

DATE: DECEMBER 14, 2015 PAGE 4 OF 5 SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

EXHIBIT A-TRACT 3

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 2

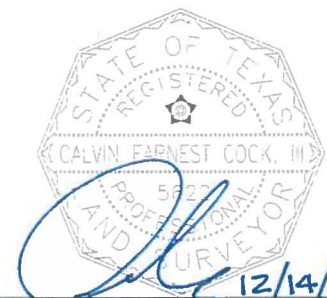
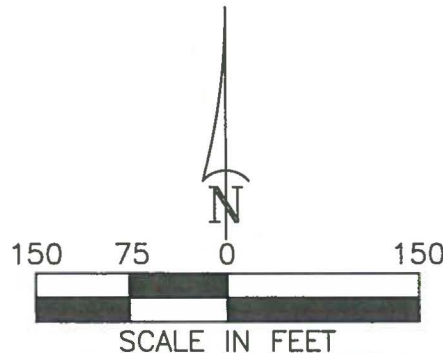
LEGEND

- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- — — — — SURVEY/ABSTRACT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 75°21'03"E	56.79'
L-2	N 15°25'29"E	100.01'
L-3	N 14°37'00"E	86.82'
L-4	N 49°33'34"E	266.32'
L-5	N 00°00'00"W	131.55'
L-6	N 89°20'32"E	20.00'
L-7	S 00°00'00"E	131.78'
L-8	S 49°33'34"W	266.32'
L-9	S 14°37'00"W	86.82'
L-10	N 75°23'00"W	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	150.00'	34°56'34"	N 32°05'17"E	90.07'	91.48'
C-2	150.00'	49°33'34"	N 24°46'47"E	125.74'	129.75'
C-3	170.00'	49°33'34"	S 24°46'47"W	142.50'	147.05'
C-4	130.00'	34°56'34"	S 32°05'17"W	78.06'	79.28'

- NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HERewith ACCOMPANIES THIS PLAT
2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S. CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.



**TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 3

Being a 19,949 square foot tract of land situated in the William Babbett Survey, Abstract No. 155, Dallas Block No. 8572, City of Dallas, Dallas County, Texas, said 19,949 square foot tract of land being a portion of a tract of land described as Tract No. 7 deeded to the City of Dallas by Warranty Deed dated August 2, 1963 as recorded in Volume 120, Page 1470 of the Deed Records of Dallas County, Texas, said 19,949 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) monument found (Controlling Monument) (CM) in the northerly right-of-way line of Spur 348 (Northwest Highway) (a variable width right-of-way) as recorded in Volume 5750, Page 66 of said Deed Records of Dallas County, Texas, said TXDOT monument being the southwest corner of a 20 acre tract of land (by deed) described as Tract No. 8 deeded to the City of Dallas as recorded in said Volume 120, Page 1470, said TXDOT monument also being the southeast corner of a tract of land deeded to the City of Dallas as recorded in Volume 452, Page 962 of said Deed Records of Dallas County, Texas, from which a TXDOT monument found (CM) for an angle point in the northerly right-of-way line of said Spur 348 bears South 75 degrees 21 minutes 03 seconds East, a distance of 439.21 feet; **THENCE** North 00 degrees 40 minutes 23 seconds West, with the west line of said Tract No. 8 and with the east line of said tract of land deeded to the City of Dallas as recorded in Volume 452, Page 962, a distance of 570.22 feet to a point for the northwest corner of said Tract No. 8, said point being the southwest corner of said Tract No. 7; **THENCE** North 89 degrees 20 minutes 32 seconds East, with the south line of said Tract No. 7 and with the north line of said Tract No. 8, a distance of 728.29 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,004,596.91 and E=2,452,726.58;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 62.88 feet to a point for corner;

THENCE North 01 degrees 19 minutes 22 seconds West, a distance of 164.65 feet to a point for the beginning of a curve to the left having a radius of 250.00 feet, a central angle of 70 degrees 26 minutes 34 seconds and whose chord bears North 36 degrees 32 minutes 39 seconds West, a chord distance of 288.37 feet;

THENCE Northwesterly, with said curve to the left, an arc length of 307.36 feet to a point for corner;

FIELD NOTES APPROVED: *pkc* 7/27/16



TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 3

- THENCE** North 70 degrees 39 minutes 18 seconds West, a distance of 121.42 feet to a point for the beginning of a curve to the right having a radius of 100.00 feet, a central angle of 11 degrees 21 minutes 41 seconds, and whose chord bears North 64 degrees 58 minutes 27 seconds West, a chord distance of 19.80 feet;
- THENCE** Northwesterly, with said curve to the right, an arc length of 19.83 feet to a point for corner;
- THENCE** North 59 degrees 17 minutes 37 seconds West, a distance of 173.28 feet to a point for corner;
- THENCE** North 14 degrees 45 minutes 32 seconds West, a distance of 60.43 feet to a point for corner in the north line of said Tract No. 7, said point being in the south line of a 25 acre tract of land (by deed) described as Tract No. 6 deeded to the City of Dallas as recorded in said Volume 120, Page 1470;
- THENCE** North 89 degrees 19 minutes 45 seconds East, with the north line of said Tract No. 7 and with south line of said Tract No. 6, a distance of 51.55 feet to a point for corner;
- THENCE** South 14 degrees 45 minutes 32 seconds East, a distance of 70.19 feet to a point for corner;
- THENCE** South 59 degrees 17 minutes 37 seconds East, a distance of 122.32 feet to a point for the beginning of a curve to the left having a radius of 80.00 feet, a central angle of 11 degrees 21 minutes 41 seconds, and whose chord bears South 64 degrees 58 minutes 27 seconds East, chord distance of 15.84 feet;
- THENCE** Southeasterly, with said curve to the left, having an arc length of 15.86 feet to a point for corner;
- THENCE** South 70 degrees 39 minutes 18 seconds East, a distance of 121.23 feet to a point for the beginning of a curve to the right having a radius of 270.00 feet, a central angle of 70 degrees 24 minutes 03 seconds, and whose chord bears South 36 degrees 31 minutes 24 seconds East, a chord distance of 311.28 feet;
- THENCE** Southeasterly, with said curve to the right, an arc length of 331.76 feet to a point for corner;

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 3

THENCE South 01 degrees 19 minutes 22 seconds East, a distance of 164.88 feet to a point for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 62.88 feet to a point for corner in the south line of said Tract No. 7, said point being in the north line of said Tract No. 8;

THENCE South 89 degrees 20 minutes 32 seconds West, with the south line of said Tract No. 7 and with the north line of said Tract No. 8, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 19,949 square feet or 0.458 acres of land, more or less.

Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

December 14, 2015 (REV 1)
Gorrondonga & Associates, Inc.

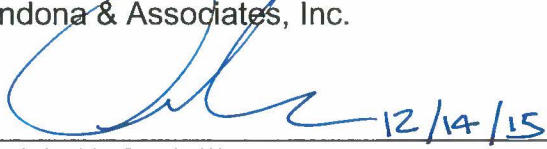
By:  12/14/15
Calvin E. Cock III
Registered Professional Land Surveyor,
Texas No. 5622
Texas Firm No. 10106903



EXHIBIT A-TRACT 4

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 3

MATCHLINE

WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391
DALLAS BLOCK
NO. 8578

CITY OF DALLAS
VOLUME 452, PAGE 962
D.R.D.C.T.

P.O.C.
FND TXDOT
MONUMENT (CM)

50' EASEMENT AND RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

DALLAS BLOCK
NO. 8572

20 ACRES (BY DEED)
TRACT NO. 8
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

SPUR 348
(NORTHWEST HIGHWAY)
(A VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 5750, PAGE 66
D.R.D.C.T.

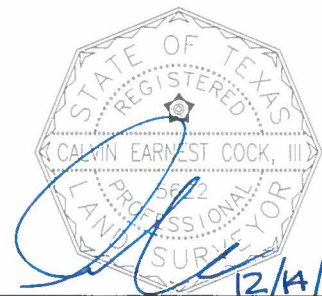
LEGEND

- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- PROPERTY/RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SURVEY/ABSTRACT LINE

NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HEREWITH ACCOMPANIES THIS PLAT

2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S. CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.

150 75 0 150
SCALE IN FEET



CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQI_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_1-TCE P3_R1.DWG
DATE: DECEMBER 14, 2015 PAGE 4 OF 5 SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

EXHIBIT A-TRACT 4

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 3

25 ACRES (BY DEED)
TRACT NO. 6
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

WILLIAM A. DOWNING SURVEY
ABSTRACT NO. 391

DALLAS BLOCK
NO. 8578

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

TRACT NO. 7
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 00°00'00"W	62.88'
L-2	N 01°19'22"W	164.65'
L-3	N 70°39'18"W	121.42'
L-4	N 59°17'37"W	173.28'
L-5	N 14°45'32"W	60.43'
L-6	N 89°19'45"E	51.55'
L-7	S 14°45'32"E	70.19'
L-8	S 59°17'37"E	122.32'
L-9	S 70°39'18"E	121.23'
L-10	S 01°19'22"E	164.88'
L-11	S 00°00'00"E	62.88'
L-12	S 89°20'32"W	20.00'

TEMPORARY
CONSTRUCTION
EASEMENT AREA
19,949 SQ. FT. OR
0.458 ACRES

DALLAS BLOCK
NO. 8572

528,257 SQUARE FEET (BY DEED)
CITY OF DALLAS
VOLUME 631, PAGE 865
D.R.D.C.T.

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

CITY OF DALLAS
VOLUME 452, PAGE 962
D.R.D.C.T.

N 00°40'23"W
570.22'

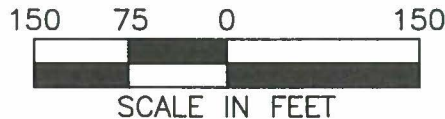
N 89°20'32"E 728.29'

50' EASEMENT AND RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

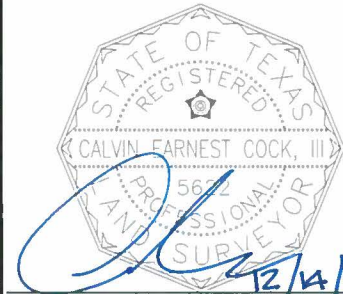
20 ACRES (BY DEED)
TRACT NO. 8
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

P.O.B.
GRID COORDINATE
N=7,004,596.91
E=2,452,726.58

MATCHLINE



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD	ARC
C-1	250.00'	70°26'34"	N 36°32'39"W	288.37'	307.36'
C-2	100.00'	11°21'41"	N 64°58'27"W	19.80'	19.83'
C-3	80.00'	11°21'41"	S 64°58'27"E	15.84'	15.86'
C-4	270.00'	70°24'03"	S 36°31'24"E	311.28'	331.76'



CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQI_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_1-TCE P3_R1.DWG

DATE: DECEMBER 14, 2015

PAGE 5 OF 5

SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

**TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

**CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 4**

Being a 34,023 square foot tract of land situated in the William Babbett Survey, Abstract No. 155, Dallas Block No. 8572, City of Dallas, Dallas County, Texas, said 34,023 square foot tract of land being a portion of a 25 acre tract of land (by deed) described as Tract No. 6 deeded to the City of Dallas by Warranty Deed dated August 2, 1963 as recorded in Volume 120, Page 1470 of the Deed Records of Dallas County, Texas, said 34,023 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) monument found (Controlling Monument) (CM) in the northerly right-of-way line of Spur 348 (Northwest Highway)(a variable width right-of-way) as recorded in Volume 5750, Page 66 of said Deed Records of Dallas County, Texas, said TXDOT monument being the southwest corner of a 20 acre tract of land (by deed) described as Tract No. 8 deeded to the City of Dallas as recorded in said Volume 120, Page 1470, said TXDOT monument also being the southeast corner of a tract of land deeded to the City of Dallas as recorded in Volume 452, Page 962 of said Deed Records of Dallas County, Texas, from which a TXDOT monument found (CM) for an angle point in the northerly right-of-way line of said Spur 348 bears South 75 degrees 21 minutes 03 seconds East, a distance of 439.21 feet; THENCE North 00 degrees 40 minutes 23 seconds West, with the west line of said Tract No. 8 and with the east line of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962, a distance of 570.22 feet to a point for the northwest corner of said Tract No. 8, said point also being the southwest corner of a tract of land described as Tract No. 7 deeded to the City of Dallas as recorded in said Volume 120, Page 1470; THENCE North 00 degrees 40 minutes 15 seconds West, with the west line of said Tract No. 7 and with the east line of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962, passing at a distance of 18.00 feet, a point for the northeast corner of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962 and being the southeast corner of an 80 acre tract of land (by deed) described as Tract No. 9 deeded to the City of Dallas as recorded in said Volume 120, Page 1470, in all, a distance of 660.00 feet to a point for the southwest corner of said Tract No. 6 and being the northwest corner of said Tract No. 7, said point also being in the east line of said Tract No. 9; THENCE North 89 degrees 19 minutes 45 seconds East, with the south line of said Tract No. 6 and with the north line of said Tract No. 7, a distance of 263.63 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,005,251.50 and E=2,452,254.25;

THENCE North 14 degrees 45 minutes 32 seconds West, a distance of 680.47 feet to a point for corner in the north line of said Tract No. 6, said point being in the



TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 4

south line of a 1,441,290 square foot tract of land (by deed) deeded to the City of Dallas as recorded in Volume 619 Page 844 of said Deed Records of Dallas County, Texas;

THENCE North 89 degrees 19 minutes 40 seconds East, with the north line of said Tract No. 6 and with the south line of said 1,441,290 square foot tract of land, a distance of 51.55 feet to a point for corner;

THENCE South 14 degrees 45 minutes 32 seconds East, a distance of 680.47 feet to a point for corner in the south line of said Tract No. 6, said point being the north line of said Tract No. 7;

THENCE South 89 degrees 19 minutes 45 seconds West, with the south line of said Tract No. 6 and with the north line of said Tract No. 7, a distance of 51.55 feet to the **POINT OF BEGINNING**, and containing 34,023 square feet or 0.781 acres of land, more or less.

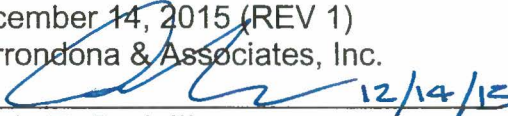
Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

December 14, 2015 (REV 1)
Gorrondona & Associates, Inc.


Calvin E. Cock III
Registered Professional Land Surveyor
Texas No. 5622
Texas Firm No. 10106903

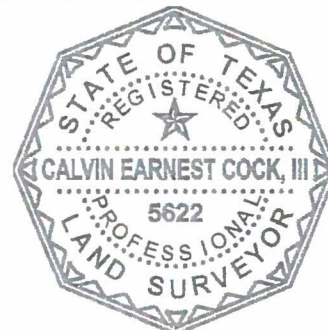
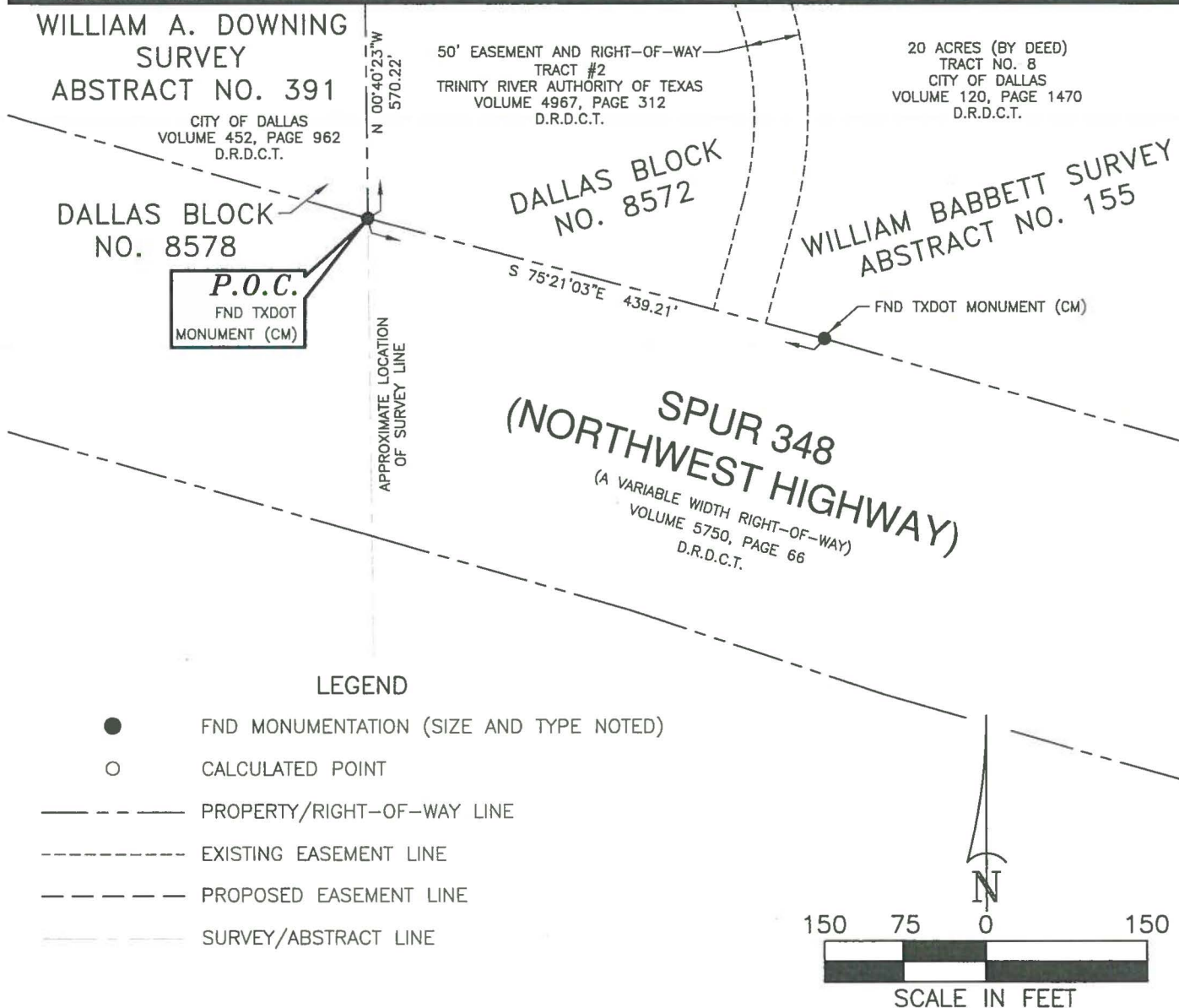


EXHIBIT A-TRACT 5

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 4

MATCHLINE "A"



NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HERewith ACCOMPANIES THIS PLAT

2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S. CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903
12/14/15

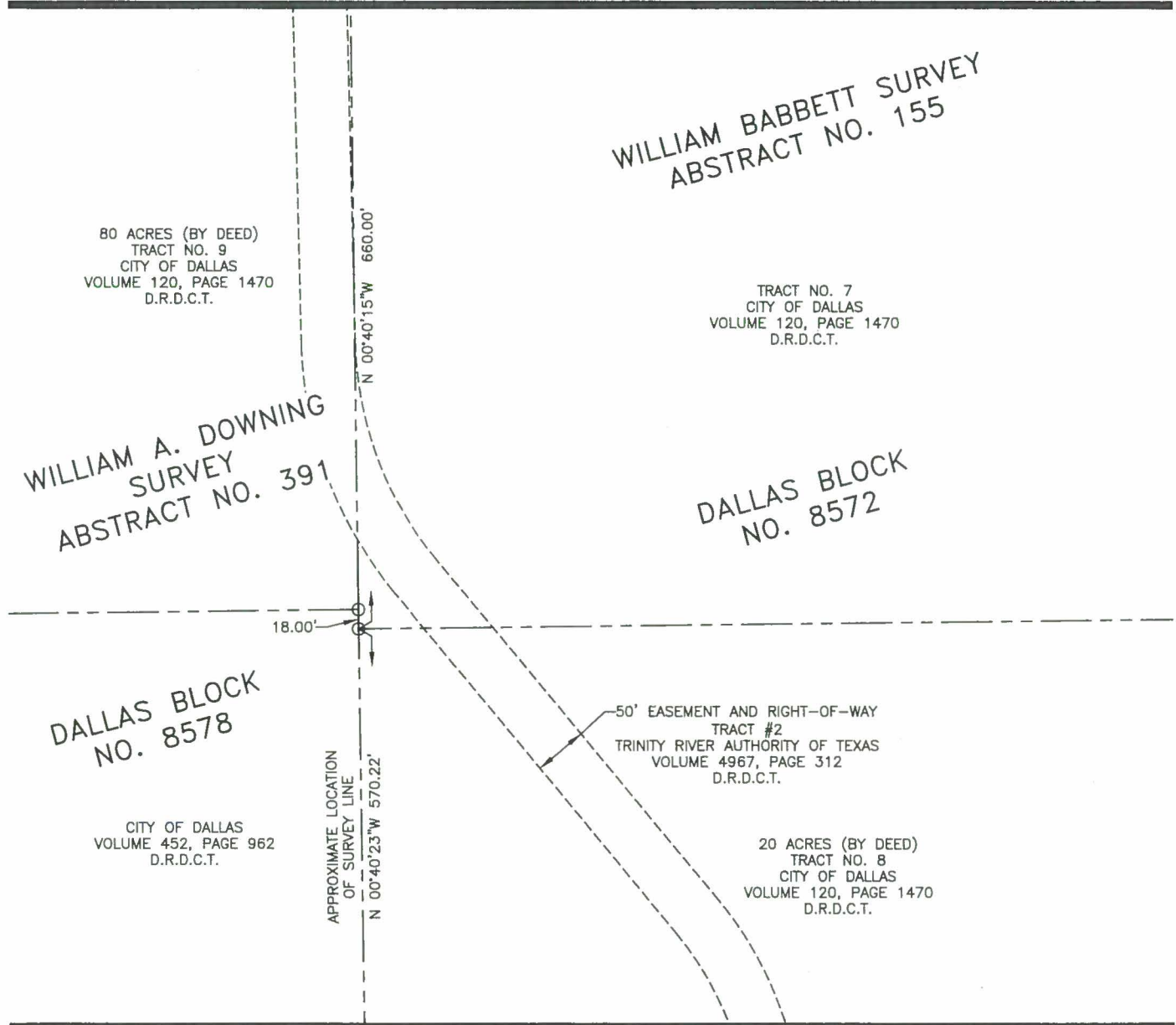
JOB NO. JQI_1501.00 DRAWN BY: JWW CAD FILE: EF-R3 EASEMENTS_1-TCE P4_R1.DWG
DATE: DECEMBER 14, 2015 EXHIBIT A PAGE 3 OF 5 SCALE: 1" = 150'
GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

EXHIBIT A-TRACT 5

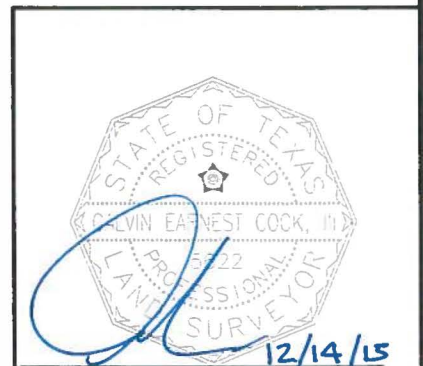
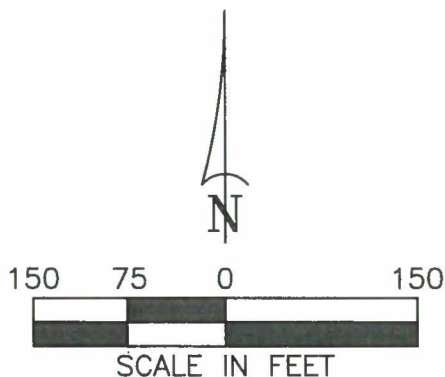
TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 4

MATCHLINE "B"



MATCHLINE "A"



JOB NO. JQI_1501.00	DRAWN BY: JWW	CAD FILE: EF-R3 EASEMENTS_1-TCE P4_R1.DWG
DATE: DECEMBER 14, 2015	EXHIBIT A PAGE 4 OF 5	SCALE: 1" = 150'
GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604		

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

EXHIBIT A-TRACT 5

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM BABBETT SURVEY, ABSTRACT NO. 155
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 4

1,441,290 SQUARE FEET (BY DEED)
CITY OF DALLAS
VOLUME 619, PAGE 844
D.R.D.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT LOCATION

SUBJECT TRACT &
LOCATION OF EASEMENT

WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391

50' EASEMENT AND
RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY
OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

DALLAS BLOCK
NO. 8578

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

DALLAS BLOCK
NO. 8572

25 ACRES (BY DEED)
TRACT NO. 6
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT AREA
34,023 SQ. FT. OR
0.781 ACRES

P.O.B.

GRID COORDINATE
N=7,005,251.50
E=2,452,254.25

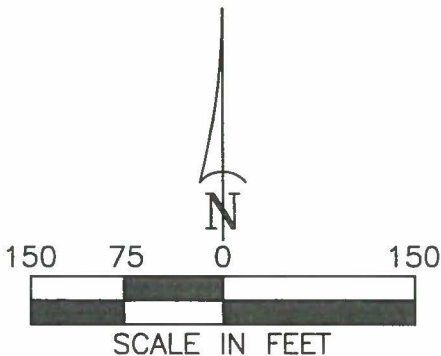
APPROXIMATE LOCATION
OF SURVEY LINE

N 89°19'45"E 263.63'

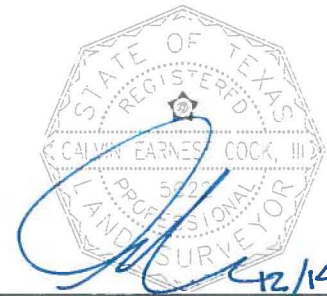
N 00°40'15"W
660.00'

TRACT NO. 7
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

MATCHLINE "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 89°19'40"E	51.55'
L-2	S 89°19'45"W	51.55'



CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

**TEMPORARY CONSTRUCTION EASEMENT
WILLIAM A. DOWNING SURVEY, ABSTRACT NO. 391
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

**CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 5**

Being a 3,943 square foot tract of land situated in the William A. Downing Survey, Abstract No. 391, Dallas Block No. 8578, City of Dallas, Dallas County, Texas, said 3,943 square foot tract of land being a portion of an 80 acre tract of land (by deed) described as Tract No. 9 deeded to the City of Dallas by Warranty Deed dated August 2, 1963 as recorded in Volume 120, Page 1470 of the Deed Records of Dallas County, Texas, said 3,943 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation (TXDOT) monument found (Controlling Monument) (CM) in the northerly right-of-way line of Spur 348 (Northwest Highway) (a variable width right-of-way) as recorded in Volume 5750, Page 66 of said Deed Records of Dallas County, Texas, said TXDOT monument being the southwest corner of a 20 acre tract of land (by deed) described as Tract No. 8 deeded to the City of Dallas as recorded in Volume 120, Page 1470 of said Deed Records of Dallas County, Texas, said TXDOT monument also being the southeast corner of a tract of land deeded to the City of Dallas as recorded in Volume 452, Page 962 of said Deed Records of Dallas County, Texas, from which a TXDOT monument found (CM) for an angle point in the northerly right-of-way line of said Spur 348 bears South 75 degrees 21 minutes 03 seconds East, a distance of 439.21 feet; THENCE North 00 degrees 40 minutes 23 seconds West, with the west line of said Tract No. 8 and with the east line of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962, a distance of 570.22 feet to a point for the northwest corner of said Tract No. 8, said point being the southwest corner of a tract of land described as Tract No. 7 deeded to the City of Dallas as recorded in said Volume 120, Page 1470; THENCE North 00 degrees 40 minutes 15 seconds West, with the west line of said Tract No. 7, and with the east line of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962, passing at a distance of 18.00 feet, a point for the northeast corner of said tract of land deeded to the City of Dallas as recorded in said Volume 452, Page 962 and being the southeast corner of said Tract No. 9, in all, a distance of 660.00 feet to a point for the northwest corner of said Tract No. 7, said point being southwest corner of a 25 acre tract of land (by deed) described as Tract No. 6 deeded to the City of Dallas as recorded in said Volume 120, Page 1470, said point also being in the east line of said Tract No. 9; THENCE North 00 degrees 40 minutes 20 seconds West, with the east line of said Tract No. 9 and with the west line of said Tract No. 6, a distance of 660.00 feet to a point for the northwest corner of said Tract No. 6, said point being the southwest corner of a 1,441,290 square foot tract of land (by deed) deeded to the City of Dallas as recorded in Volume 619, Page 844 of said Deed Records of Dallas County, Texas, said point also being in the east line of said Tract No. 9; THENCE North 00 degrees 40 minutes 23 seconds West, with the with the east line of said Tract No. 9 and

*402 7/26/16*

EXHIBIT A-TRACT 6

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM A. DOWNING SURVEY, ABSTRACT NO. 391
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 5

with the west line of said 1,441,290 square foot tract of land, a distance of 390.59 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,006,298.77 and E=2,451,978.35;

THENCE North 14 degrees 45 minutes 32 seconds West, a distance of 73.49 feet to a point for corner in the east line of an existing 50' Easement and Right-of-Way described as Tract #2 granted to Trinity River Authority of Texas as recorded in Volume 4967, Page 312 of said Deed Records of Dallas County, Texas;

THENCE North 01 degrees 22 minutes 01 seconds West, with the east line of said existing 50' Easement and Right-of-Way, a distance of 215.88 feet to a point for corner;

THENCE South 14 degrees 45 minutes 32 seconds East, a distance of 84.23 feet to a point for corner in the east line of said Tract No. 9, said point being in the west line of said 1,441,290 square foot tract of land;

THENCE South 00 degrees 40 minutes 23 seconds East, with the east line of said Tract No. 9 and with the west line of said 1,441,290 square tract foot of land, a distance of 205.44 feet to the **POINT OF BEGINNING**, and containing 3,943 square feet or 0.091 acres of land, more or less.

EXHIBIT A-TRACT 6

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM A. DOWNING SURVEY, ABSTRACT NO. 391
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 5

Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

December 14, 2015 (REV 1)
Gorrondona & Associates, Inc.

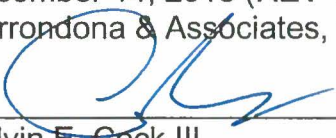
 12/14/15
Calvin E. Cock III
Registered Professional Land Surveyor
Texas No. 5622
Texas Firm No. 10106903

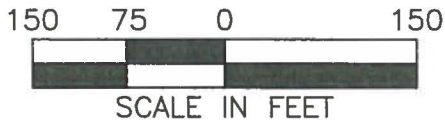
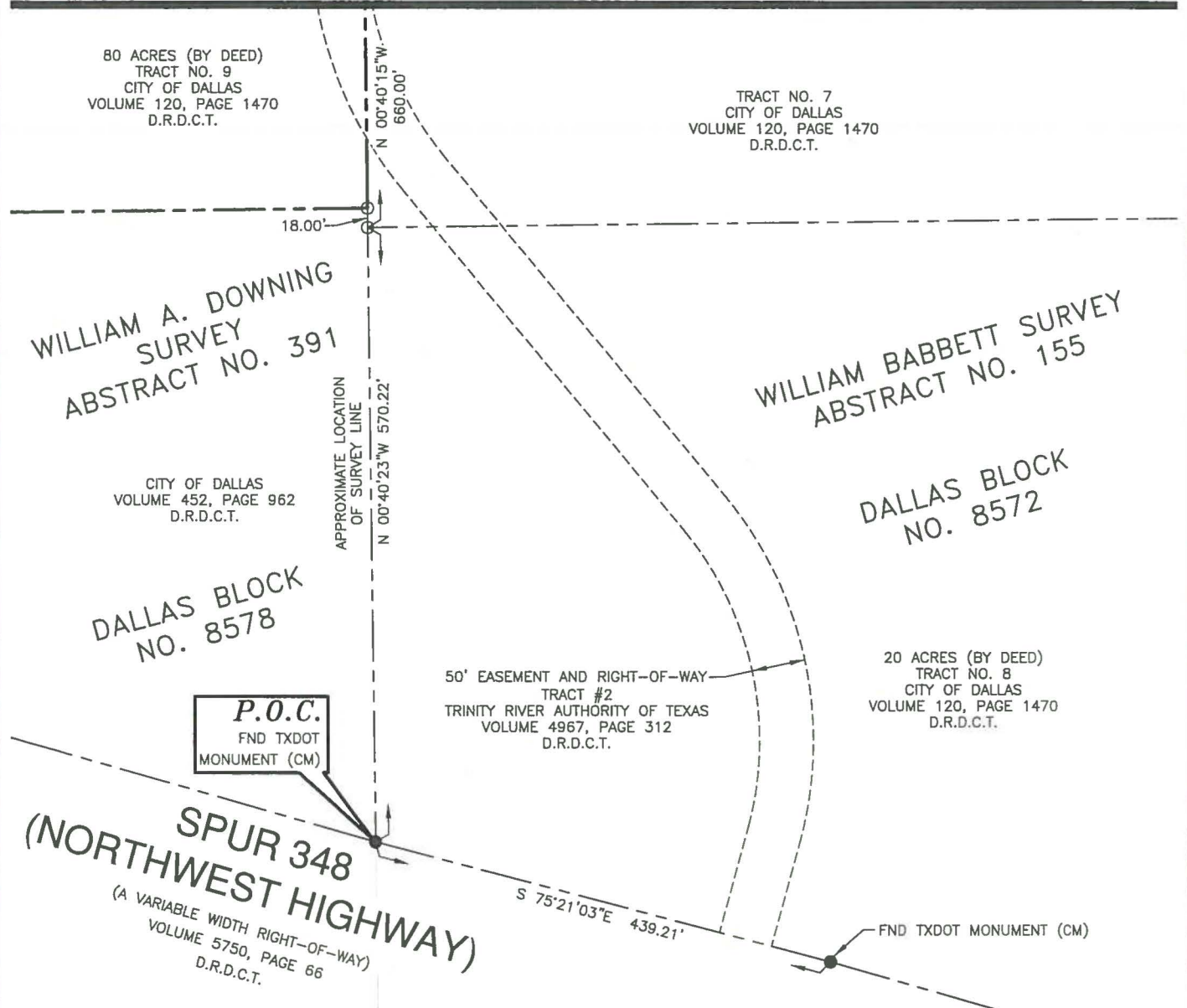


EXHIBIT A-TRACT 6

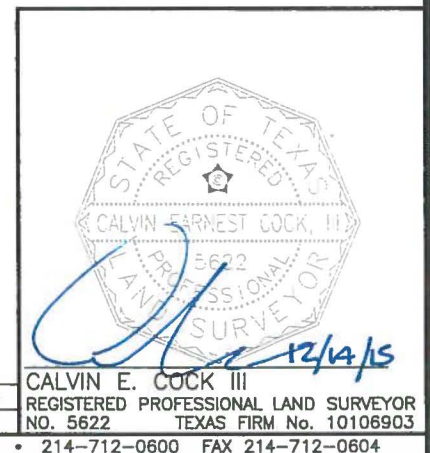
TEMPORARY CONSTRUCTION EASEMENT
WILLIAM A. DOWNING SURVEY, ABSTRACT NO. 391
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 5

MATCHLINE "A"



- NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HERewith ACCOMPANIES THIS PLAT
2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S. CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.



JOB NO. JQI_1501.00
DATE: DECEMBER 14, 2015
DRAWN BY: JWW
EXHIBIT A PAGE 4 OF 6
CAD FILE: EF-R3 EASEMENTS_1-TCE P5_R1.DWG
SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

EXHIBIT A-TRACT 6

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM A. DOWNING SURVEY, ABSTRACT NO. 391
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 5

MATCHLINE "B"

LEGEND

- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- - - - - EXISTING EASEMENT LINE
- - - - - PROPOSED EASEMENT LINE
- - - - - SURVEY/ABSTRACT LINE

WILLIAM A. DOWNING
SURVEY
ABSTRACT NO. 391

25 ACRES (BY DEED)
TRACT NO. 6
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

DALLAS BLOCK
NO. 8572

50' EASEMENT AND RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

DALLAS BLOCK
NO. 8578

80 ACRES (BY DEED)
TRACT NO. 9
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

APPROXIMATE LOCATION
OF SURVEY LINE

WILLIAM BABBETT SURVEY
ABSTRACT NO. 155

TRACT NO. 7
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

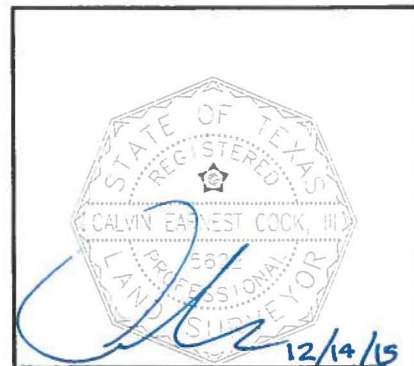
MATCHLINE "A"



150 75 0 150



SCALE IN FEET



CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQI_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_1-TCE P5_R1.DWG

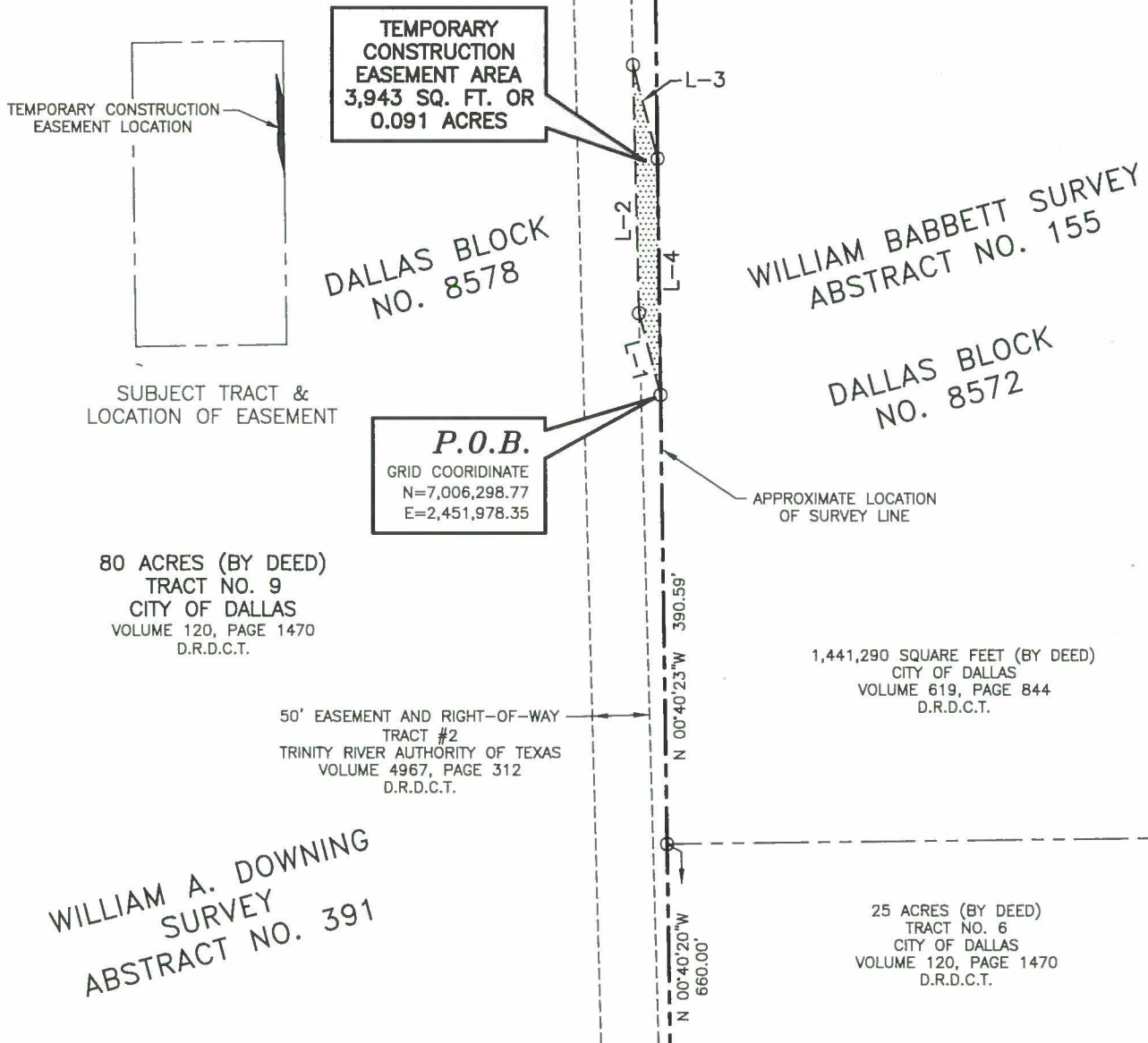
DATE: DECEMBER 14, 2015 EXHIBIT A PAGE 5 OF 6 SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

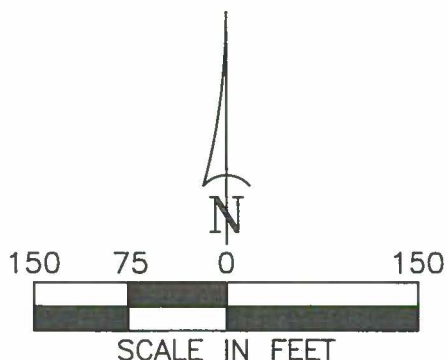
EXHIBIT A-TRACT 6

TEMPORARY CONSTRUCTION EASEMENT
WILLIAM A. DOWNING SURVEY, ABSTRACT NO. 391
CITY OF DALLAS
DALLAS COUNTY, TEXAS

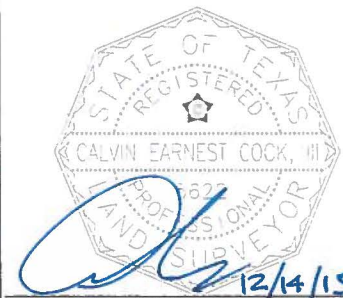
CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 5



MATCHLINE "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 14°45'32"W	73.49'
L-2	N 01°22'01"W	215.88'
L-3	S 14°45'32"E	84.23'
L-4	S 00°40'23"E	205.44'



JOB NO. JQI_1501.00
DATE: DECEMBER 14, 2015
DRAWN BY: JWJ
EXHIBIT A PAGE 6 OF 6
CAD FILE: EF-R3 EASEMENTS_1-TCE P5_R1.DWG
SCALE: 1" = 150'

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

EXHIBIT A-TRACT 7

TEMPORARY CONSTRUCTION EASEMENT
ARCHER FYKE SURVEY, ABSTRACT NO. 481
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 6

Being a 42,664 square foot tract of land situated in the Archer Fyke Survey, Abstract No. 481, Dallas Block No. 8574, City of Dallas, Dallas County, Texas, said 42,664 square foot tract of land being a portion of the remainder of a 44.71 acre tract of land (by deed) described as Tract No. 3 deeded to the City of Dallas by Warranty Deed dated August 2, 1963 as recorded in Volume 120, Page 1470 of the Deed Records of Dallas County, Texas, said 42,664 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found (Controlling Monument) (CM) for the southeast corner of said Tract No. 3, said 5/8 inch iron rod being the northeast corner of a 51.89 acre tract of land (by deed) described as Tract Eight deeded to the City of Dallas as recorded in Volume 244, Page 323 of said Deed Records of Dallas County, Texas, said 5/8 inch iron rod also being in the west line of an 83.02 acre tract of land (by deed) described as Tract Three deeded to the City of Dallas as recorded in said Volume 244, Page 323; **THENCE** South 89 degrees 19 minutes 37 seconds West, with the south line of said Tract No. 3 and with the north line of said Tract Eight, a distance of 110.53 feet to a point for the intersection of the south line of said Tract No. 3 and the north line of said Tract Eight with the west line of an existing 50' Easement and Right-of-Way described as Tract #2 granted to Trinity River Authority of Texas as recorded in Volume 4967, Page 312 of said Deed Records of Dallas County, Texas; **THENCE** North 00 degrees 20 minutes 29 seconds East, with the west line of said existing 50' Easement and Right-of-Way, a distance of 1169.50 feet to the **POINT OF BEGINNING**, said point having a grid coordinate of N=7,011,515.59 and E=2,451,827.25;

THENCE North 74 degrees 27 minutes 02 seconds West, a distance of 494.63 feet to a point for corner;

THENCE North 30 degrees 00 minutes 00 seconds West, a distance of 258.36 feet to a point for corner;

THENCE North 00 degrees 51 minutes 03 seconds East, a distance of 312.46 feet to a point for corner;

THENCE North 46 degrees 05 minutes 13 seconds West, a distance of 100.30 feet to a point for corner;

THENCE North 89 degrees 08 minutes 57 seconds West, a distance of 260.92 feet to a point for corner;



Handwritten signature and date: 7/27/16

EXHIBIT A-TRACT 7

TEMPORARY CONSTRUCTION EASEMENT
ARCHER FYKE SURVEY, ABSTRACT NO. 481
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 6

THENCE North 00 degrees 51 minutes 03 seconds East, a distance of 71.93 feet to a point for corner in the south right-of-way line of Royal Lane (a 100' right-of-way) as recorded in Volume 77070, Page 2653 of the Deed Records of Dallas County, Texas;

THENCE South 88 degrees 45 minutes 46 seconds East, with the south right-of-way line of said Royal Lane, a distance of 30.00 feet to a point for corner, from which an "X" cut in concrete found (CM) for the southwest corner of a 5.02 acre tract of land (by deed) described as Site 54 deeded to BAM Riverside Park, LP as recorded in Instrument Number 201300371649 of the Official Public Records of Dallas County, Texas bears North 71 degrees 44 minutes 58 seconds East (radial bearing), a distance of 299.75 feet, said "X" cut in concrete being an angle point in the easterly line of a 10.5018 acre tract of land (by deed) described as Tract 2 deeded to Dallas County Utility and Reclamation District as recorded in Volume 91171, Page 1249 of said Deed Records of Dallas County, Texas, said "X" cut in concrete also being in the north right-of-way line of said Royal Lane;

THENCE South 00 degrees 51 minutes 03 seconds West, a distance of 41.73 feet to a point for corner;

THENCE South 89 degrees 08 minutes 57 seconds East, a distance of 242.76 feet to a point for corner;

THENCE South 46 degrees 05 minutes 13 seconds East, a distance of 125.16 feet to a point for corner;

THENCE South 00 degrees 51 minutes 03 seconds West, a distance of 317.20 feet to a point for corner;

THENCE South 30 degrees 00 minutes 00 seconds East, a distance of 242.04 feet to a point for corner;

THENCE South 74 degrees 27 minutes 02 seconds East, a distance of 472.01 feet to a point for corner in the west line of said existing 50' Easement and Right-of-Way;

THENCE South 00 degrees 20 minutes 29 seconds West, with the west line of said existing 50' Easement and Right-of-Way, a distance of 28.03 feet to the

**TEMPORARY CONSTRUCTION EASEMENT
ARCHER FYKE SURVEY, ABSTRACT NO. 481
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

**CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3
SEGMENT 1C
PARCEL NO. 1-TCE PART 6**

POINT OF BEGINNING, and containing 42,664 square feet or 0.979 acres of land, more or less.

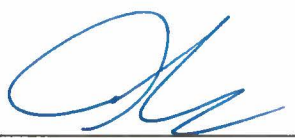
Notes:

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Irving G.P.S. Control Monuments A10 and A11, with a combined scale factor for this site of 0.999856145. All distances and areas shown are surface, with controlling monuments being shown hereon.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

December 14, 2015 (REV 1)
Gorrondona & Associates, Inc.

 12/14/15
Calvin E. Cock III
Registered Professional Land Surveyor
Texas No. 5622
Texas Firm No. 10106903

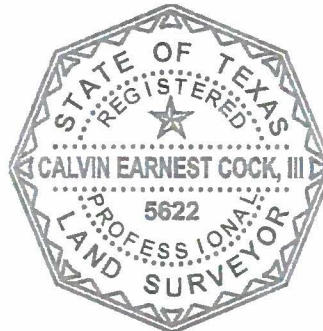


EXHIBIT A-TRACT 7

TEMPORARY CONSTRUCTION EASEMENT
ARCHER FYKE SURVEY, ABSTRACT NO. 481
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 6

MATCHLINE "A"

LEGEND

- FND MONUMENTATION
(SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- - - - - EXISTING EASEMENT LINE
- - - - - PROPOSED EASEMENT LINE
- — — — — SURVEY/ABSTRACT LINE

DALLAS BLOCK
NO. 8574

REMAINDER OF
44.71 ACRES (BY DEED)
TRACT NO. 3
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

25.5 ACRES (BY DEED)
TRACT NO. 2
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

83.02 ACRES (BY DEED)
TRACT THREE
CITY OF DALLAS
VOLUME 244, PAGE 323
D.R.D.C.T.

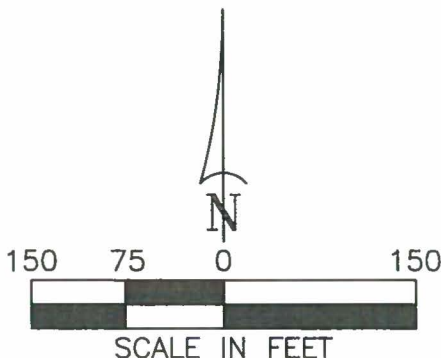
ARCHER FYKE SURVEY
ABSTRACT NO. 481

50' EASEMENT AND
RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY
OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

P.O.C.
FND 5/8" IR (CM)

51.89 ACRES (BY DEED)
TRACT EIGHT
CITY OF DALLAS
VOLUME 244, PAGE 323
D.R.D.C.T.

E. W. HUNT SURVEY
ABSTRACT NO. 575



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 89°19'37"W	110.53'
L-2	N 30°00'00"W	258.36'
L-3	N 46°05'13"W	100.30'
L-4	N 00°51'03"E	71.93'
L-5	S 88°45'46"E	30.00'
L-6	S 00°51'03"W	41.73'
L-7	S 46°05'13"E	125.16'
L-8	S 30°00'00"E	242.04'
L-9	S 00°20'29"W	28.03'

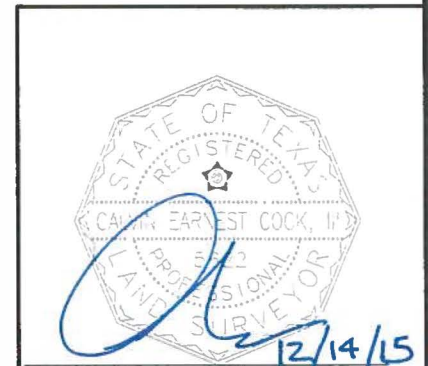


EXHIBIT A-TRACT 7

TEMPORARY CONSTRUCTION EASEMENT
ARCHER FYKE SURVEY, ABSTRACT NO. 481
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 6

MATCHLINE "B"

TEMPORARY
CONSTRUCTION
EASEMENT AREA
42,664 SQ. FT. OR
0.979 ACRES

S 74°27'02"E 472.01'
N 74°27'02"W 494.63'

P.O.B.

GRID COORDINATE
N=7,011,515.59
E=2,451,827.25

20.8 ACRES (BY DEED)
TRACT TWO
CITY OF DALLAS
VOLUME 244, PAGE 323
D.R.D.C.T.

REMAINDER OF
44.71 ACRES (BY DEED)
TRACT NO. 3
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

DALLAS BLOCK
NO. 8574

ARCHER FYKE SURVEY
ABSTRACT NO. 481

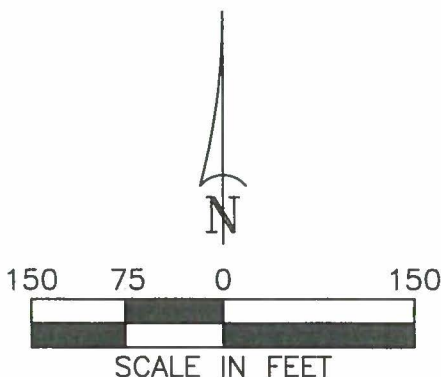
T.C. WILLIAMS SURVEY
ABSTRACT NO. 1573

50' EASEMENT AND
RIGHT-OF-WAY
TRACT #2
TRINITY RIVER AUTHORITY
OF TEXAS
VOLUME 4967, PAGE 312
D.R.D.C.T.

APPROXIMATE LOCATION
OF SURVEY LINE

25.5 ACRES (BY DEED)
TRACT NO. 2
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

MATCHLINE "A"



12/14/15

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQL_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_1-TCE P6_R1.DWG

DATE: DECEMBER 14, 2015 EXHIBIT A PAGE 5 OF 6 SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

EXHIBIT A-TRACT 7

TEMPORARY CONSTRUCTION EASEMENT
ARCHER FYKE SURVEY, ABSTRACT NO. 481
CITY OF DALLAS
DALLAS COUNTY, TEXAS

CENTRAL REGIONAL WASTEWATER SYSTEM
ELM FORK RELIEF INTERCEPTOR EF-R3 SEGMENT 1C
PARCEL NO. 1-TCE PART 6

125.24 ACRES (BY DEED)
DALLAS COUNTY MUNICIPAL
DISTRICT NO. 1
VOLUME 82250, PAGE 4196
D.R.D.C.T.

CITY OF FARMERS BRANCH
DALLAS COUNTY

SAMUEL P. BROWN SURVEY
ABSTRACT NO. 158

REMAINDER OF
10.5018 ACRES (BY DEED)
"TRACT 2"
DALLAS COUNTY UTILITY AND
RECLAMATION DISTRICT
VOLUME 91171, PAGE 1249
D.R.D.C.T.

5.02 ACRES (BY DEED)
"SITE 54"
BAM RIVERSIDE PARK, LP
INSTRUMENT NO. 201300371649
O.P.R.D.C.T.

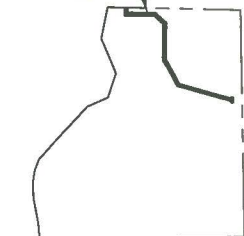
ROYAL LANE

(A 100' RIGHT-OF-WAY)
VOLUME 77070, PAGE
2653

APPROXIMATE LOCATION
OF CITY LIMIT LINE

CITY OF DALLAS
DALLAS COUNTY

TEMPORARY
CONSTRUCTION
EASEMENT
LOCATION



SUBJECT TRACT &
LOCATION OF EASEMENT

ARCHER FYKE SURVEY
ABSTRACT NO. 481

REMAINDER OF
44.71 ACRES (BY DEED)
TRACT NO. 3
CITY OF DALLAS
VOLUME 120, PAGE 1470
D.R.D.C.T.

DALLAS BLOCK
NO. 8574

FND "X" CUT
IN CONCRETE (CM)

APPROXIMATE LOCATION
OF SURVEY LINE

TEMPORARY
CONSTRUCTION
EASEMENT AREA
42,664 SQ. FT. OR
0.979 ACRES

N 00°51'03"E 312.46'
S 00°51'03"W 317.20'

150 75 0 150



SCALE IN FEET

MATCHLINE "B"

NOTE: 1. A LEGAL DESCRIPTION OF THE SAME DATE HERewith ACCOMPANIES THIS PLAT

2. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM,
NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF IRVING G.P.S.
CONTROL MONUMENTS A10 AND A11, WITH A COMBINED SCALE FACTOR FOR
THIS SITE OF 0.999856145. ALL DISTANCES AND AREAS SHOWN ARE
SURFACE, WITH CONTROLLING MONUMENTS BEING SHOWN HEREON.



12/14/15

CALVIN E. COCK III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5622 TEXAS FIRM No. 10106903

JOB NO. JQI_1501.00 DRAWN BY: JWJ CAD FILE: EF-R3 EASEMENTS_1-TCE P6_R1.DWG
DATE: DECEMBER 14, 2015 EXHIBIT A PAGE 6 OF 6 SCALE: 1" = 150'

GORRONDONA & ASSOCIATES, INC. • 1701 NORTH MARKET STREET, SUITE 450, LB 5, DALLAS, TX. 75202 • 214-712-0600 FAX 214-712-0604

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Sanitation Services

CMO: Jody Puckett, 670-3390

MAPSCO: N/A

SUBJECT

Authorize ordinances granting five franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$10,080

BACKGROUND

Each solid waste hauler operating in Dallas must apply for and receive a franchise to operate a solid waste collection service in the City. For a company to be submitted to City Council for franchise consideration, Sanitation Services requires the company to meet certain preliminary minimum provisions before a franchise application will be considered. Preliminary provisions include providing proof of meeting minimum insurance requirements, confirmation that the company is registered to do business in the State of Texas, the company's intent to pick up and haul solid waste in the City of Dallas, a list of vehicles that are code compliant, payment of all city taxes (if applicable) and no past history by principals of the company operating a franchised hauling business as a principal that went out of business owing the City franchise fees or disposal fees. These businesses have met all of the preliminary requirements to be considered for a franchise ordinance.

These franchise ordinances, like the franchisees adopted on January 25, 2017, require the City to approve transfer of ownership or sale of assets in accordance with the City Charter, have tightened reporting and payment provisions for franchisees, require strict compliance with annual certificate of insurance renewal submissions, are for a franchise term of five years, and allow the City Council to amend the franchise, if needed, more easily and have a clearer acceptance process.

There are currently 224 approved franchise ordinances in Dallas. As part of the franchise agreement, franchisees shall pay a fee of not less than four percent of the gross receipts resulting from the operation of the solid waste collection service within the City.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 27, 2006, City Council authorized an amendment to Chapter 18 of the Dallas City Code to include a franchise fee method for regulating solid waste haulers by Resolution No. 06-2638; Ordinance No. 26480.

On October 12, 2015, the Quality of Life & Environment Committee was provided information regarding changes to ordinances related to new solid waste collection and hauling franchise agreements.

City Council will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Estimated Annual Revenue - \$10,080

Franchises for Solid Waste Collection and Hauling

<u>Franchise Haulers</u>	<u>Estimated Annual Franchise Revenue</u>
Hazmat Environmental Services, Inc. dba Trans-Environmental Services, LLC	\$ 4,800.00
MIKO TRUCKING INC	\$ 1,200.00
Nemias Lopez dba Texas Haulers	\$ 1,920.00
VRC Demolition LLC	\$ 1,680.00
Wellkept Property Services, LLC	<u>\$ 480.00</u>
Total	\$10,080.00

ORDINANCE NO. _____

An ordinance granting a franchise to Hazmat Environmental Services, Inc. dba Trans-Environmental Services, LLC, a Texas corporation, with its principal address at 2605 Northaven Road, Dallas, Texas 75229-2216, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Hazmat Environmental Services, Inc. dba Trans-Environmental Services, LLC, a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Thomas J. Arnold, President
Trans-Environmental Services
P.O. Box 1607
Colton, California 92324

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Hazmat Environmental Services, Inc. dba Trans-Environmental Services, LLC, a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on June 28, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

Hazmat Environmental Services, Inc.
dba Trans-Environmental Services, LLC,
a Texas corporation

By: _____
Thomas J. Arnold, President

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2017 by Thomas J. Arnold, President of Hazmat Environmental Services, Inc. dba Trans-Environmental Services, LLC, a Texas corporation, on behalf of said corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)

Signature _____
Signature of Notary Public

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to MIKO TRUCKING INC., a Texas corporation, with its principal address at 1100 Crest Ridge Court, Irving, Texas 75061, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means MIKO TRUCKING INC., a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants franchisee non-exclusive permission and privilege solely for the purpose of operating and

maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the legal authority for the use or uses in question, that city may make use in the future of the public

ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person.

Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all

times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS,**

**AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”),
FROM AND AGAINST:**

**(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS,
AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY
DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS
SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF
OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR
PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY
LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS,
EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR
MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE
DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED
THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S
OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS
SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS
COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE
NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT
INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT
THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS
PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL
IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING
ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE
ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY**

JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND

ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any

claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable

provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the

industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set

forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and

franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting,

in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council

shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief

for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the

occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an

event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly

provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be

the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a

lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other remedies for the same material uncured event of default. Notwithstanding any provision of this

ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Michael D. Robinson
President
MIKO TRUCKING INC.
1100 Crest Ridge Court
Irving, Texas 75061

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

MIKO TRUCKING INC., a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on June 28, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

MIKO TRUCKING INC.,
a Texas corporation

By: _____
Michael D. Robinson
President

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2017 by Michael D. Robinson, President, of MIKO TRUCKING INC., a Texas corporation, on behalf of said corporation.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Nemias Lopez dba Texas Haulers, a sole proprietorship, with its principal business address at 7206 Bramlett Drive, Dallas, Texas 75217, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Nemias Lopez dba Texas Haulers, a sole proprietorship, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Nemias Lopez
Texas Haulers
7206 Bramlett Drive
Dallas, Texas 75217

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Nemias Lopez dba Texas Haulers, a sole proprietor, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on June 28, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

Nemias Lopez dba Texas Haulers
a sole proprietorship

By: _____
Nemias Lopez, Individually

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2017 by Nemias Lopez dba Texas Haulers, a sole proprietorship, on behalf of himself individually.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to VRC Demolition LLC, a Texas limited liability company, with its principal address at 515 Cool Meadow Court, DeSoto, Texas 75115-5095, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means VRC Demolition LLC, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Victor Calderon, Managing Member
VRC Demolition LLC
515 Cool Meadow Court
DeSoto, Texas 75115-5095

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

VRC Demolition LLC, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on June 28, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

VRC Demolition LLC,
a Texas limited liability company

By: _____
Victor Calderon, Managing Member

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2017, by Victor Calderon, Managing Member of VRC Demolition LLC, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Wellkept Property Services, LLC, a Delaware limited liability company that is authorized to conduct business in the State of Texas, with its principal address at 18500 North Allied Way, Phoenix, Arizona 85054 and a Dallas location at 325 N. St. Paul Street, Dallas, Texas 75201, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Wellkept Property Services, LLC, a Delaware limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Eileen B. Schuler
Secretary
Wellkept Property Services, LLC
18500 North Allied Way
Phoenix, Arizona 85054

With a copy to:

Ralph Saucedo
Director of Operations
Wellkept Property Services, LLC
325 N. St. Paul Street
Dallas, Texas 75201

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city

or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance,

(2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Wellkept Property Services, LLC, a Delaware limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on June 28, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

WELLKEPT PROPERTY SERVICES, LLC,
a Delaware limited liability company

By: _____
Eileen B. Schuler
Secretary

State of Arizona
County of Maricopa

SWORN TO AND SUBSCRIBED TO before me on this ____ day of _____, 2017 by Eileen B. Schuler, Secretary of Wellkept Property Services, LLC, a Delaware limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

AGENDA ITEM # 32

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction
Park & Recreation

CMO: Majed Al-Ghafry, 670-3302
Willis Winters, 670-4071

MAPSCO: 23K

SUBJECT

Authorize acquisition from Dallas Independent School District, of two tracts of land containing a total of approximately 20,843 square feet located near the intersection of Pensive and Ponder Drives for the Northaven Trail Project - Not to exceed \$110,000 (\$105,000, plus closing cost and title expenses not to exceed \$5,000) - Financing: Capital Gifts, Donation, and Development Funds

BACKGROUND

This item authorizes the acquisition from Dallas Independent School District, of two tracts of land containing a total of approximately 20,843 square feet of land located near the intersection of Pensive and Ponder Drives for the Northaven Trail Project. This property will be used for a trailhead for the Northaven Trail. The dedication of this property as official parkland is not recommended until such time as it is developed for park purposes. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 4, 2017, the Park and Recreation Board authorized the acquisition.

The Transportation & Trinity River Project Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Capital Gifts, Donation, and Development Funds - \$110,000 (\$105,000, plus closing costs and title expenses not to exceed \$5,000)

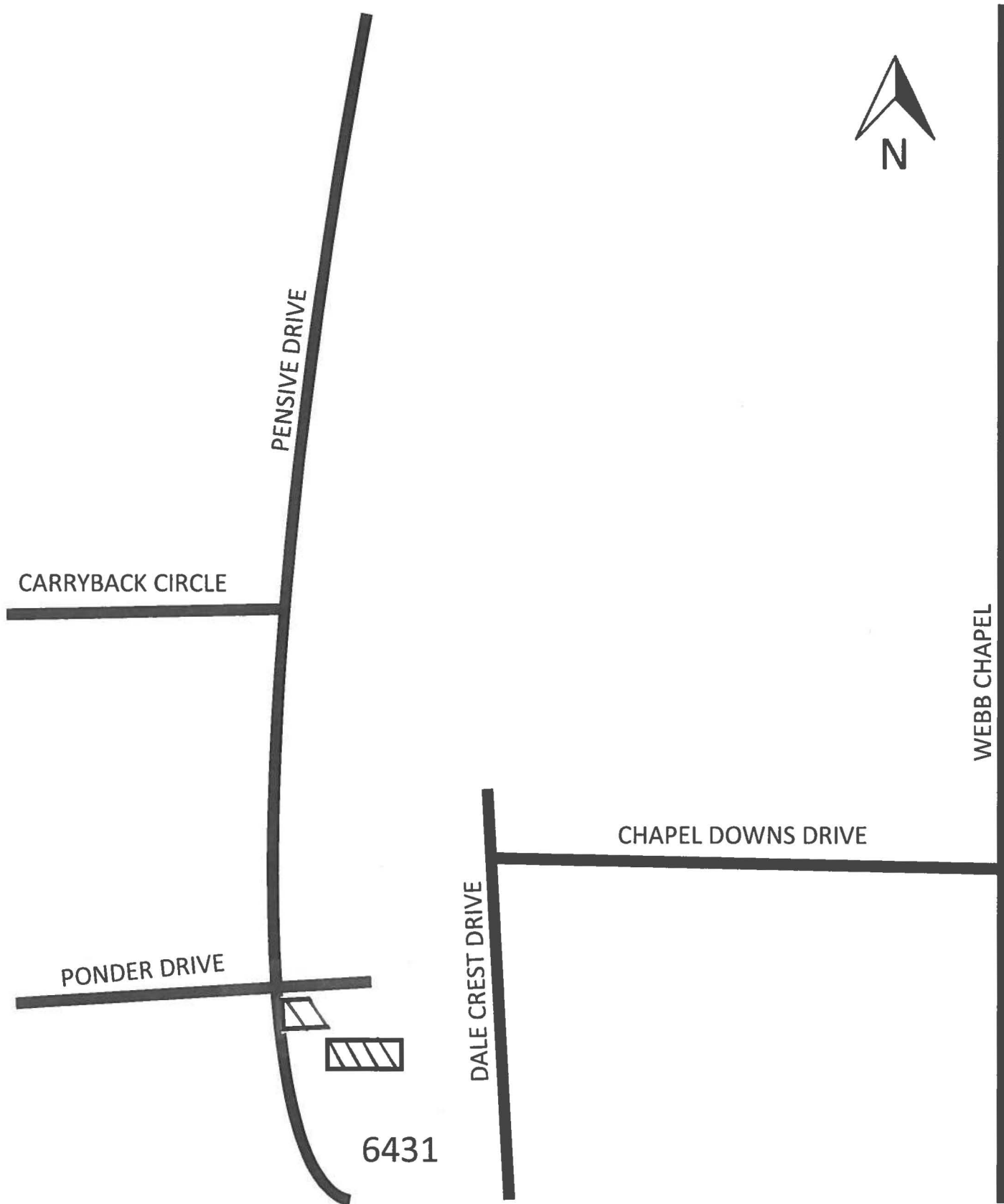
OWNER

Dallas Independent School District

Michael Hinojosa, Superintendent

MAP

Attached



SUBJECT: 

June 28, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 20,843 square feet of land located in Dallas County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Northaven Trail Project

"USE": The construction and maintenance of a trailhead for the pedestrian hike and bike trail as park property provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE here provided. The property is not officially dedicated as municipal parkland and shall be dedicated at such time the property is developed for park purposes.

"PROPERTY INTEREST": Fee Simple subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

"OWNER": Dallas Independent School District, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$105,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$5,000

"AUTHORIZED AMOUNT": Not to exceed \$110,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

June 28, 2017

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Capital Gifts, Donation, and Development Fund: \$105,000, Fund 0530, Department PKR, Unit T241, Activity HIBT, Program PK06T241.2, Object 4210, Encumbrance/Contract No. CX-DEV-2017-00002016 and Capital Gifts, Donation, and Development Fund: \$5,000, Fund 0530, Department PKR, Unit T241, Activity HIBT, Program PK06T241.2, Object 4230, Encumbrance/Contract No. CX-DEV-2017-00002106. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

June 28, 2017

SECTION 8. That this contract is designated as Contract No. DEV-2017-00002106.

SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: Brian M. Smith
Assistant City Attorney

FIELD NOTES DESCRIBING A 16,053 SQ FT (0.3685 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1D, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929 AND THE
WILLIAM MOONEYHAM SURVEY, ABSTRACT NO. 946
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

EXHIBIT A-TRACT 1

Exhibit A

BEING, a 16,053 square foot (0.3685 acre) tract of land situated in the J.J. Mooneyham survey, Abstract Number 929 and the William Mooneyham Survey, Abstract Number 946, City of Dallas, Dallas County, Texas; said tract being all of Lot 1D, Block N/6431 of Chapel Point Phase I, an addition to the City of Dallas, recorded in Volume 2005155, Page 88 of the Deed Records of Dallas County, Texas; said tract also being all of that tract of land described as "Tract Two" in Special Warranty Deed to Dallas Independent School District recorded in Instrument Number 201000079773 of the Official Public Records of Dallas County, Texas; said 16,053 square foot tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found (controlling monument) in the southeast right-of-way line of Pensive Drive (a 50' wide right-of-way); said point being the southwest corner of said Lot 1D and the northwest corner of that tract of land described in Warranty Deed to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 396 of said Deed Records;

THENCE, North 28 degrees, 43 minutes, 25 seconds East, along the said southeast line of Pensive Drive and the northwest line of said Lot 1D, a distance of 93.76 feet to a 5/8-inch iron rod with "5430" cap found on the northwest corner of said Lot 1D and the southwest corner of Lot 1C of the said Chapel Point Phase I plat;

THENCE, South 89 degrees, 42 minutes, 18 seconds East, along the north line of said Lot 1D and the south line of said Lot 1C, a distance of 183.54 feet to a 5/8-inch iron rod with "5430" cap found for the northeast corner of said Lot 1D and the southeast corner of said Lot 1C; said point being in the west line of the remainder of Lot 1, Block N/6431 of Maplewood Assembly of God Church Addition, an addition to the City of Dallas recorded in Volume 69165, Page 2112 of said Deed Records; said point also being the beginning of a non-tangent curve to the left;

THENCE, along said curve to the left, having a central angle of 20 degrees, 29 minutes, 14 seconds, a radius of 100.00 feet, a chord bearing and distance of South 04 degrees, 14 minutes, 37 seconds West, 35.57 feet, an arc distance of 35.76 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set in west line of said remainder of Lot 1;

THENCE, South 05 degrees, 59 minutes 52 seconds East, along the east line of said Lot 1D and the west line of said remainder of Lot 1, a distance of 32.91 feet to a "+" cut in concrete found (controlling monument) on the southeast corner of Lot 1D and the southwest corner of said remainder of Lot 1; said point being in the north line of a 30-foot Drainage and Alley Right-of-Way Easement recorded in Volume 45, Page 1366 of said Deed Records;

THENCE, South 83 degrees, 21 minutes, 02 seconds West, along the southeast line of said Lot 1D, a distance of 117.95 feet to a 5/8-inch iron rod with "PACHECO KOCH" in the south line of said Lot D1, and the said north line of the 30-foot Drainage and Alley Right-of-Way and the north line of that tract of land described in Warranty Deed to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 399 of said Deed Records;



FIELD NOTES DESCRIBING A 16,053 SQ FT (0.3685 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1D, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929 AND THE
WILLIAM MOONEYHAM SURVEY, ABSTRACT NO. 946
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

Exhibit A

THENCE, North 89 degrees, 42 minutes, 18 seconds West, along the south line of said Lot 1D and the said north line of the first referenced Dallas Power & Light Company tract, a distance of 112.25 feet to the **POINT OF BEGINNING**;

CONTAINING, 16,053 square feet or 0.3685 acre of land, more or less.

Basis of bearing is the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Dallas County TxDOT combination factor of 1.000136506.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

 6/13/17
Justin W. Waldrip Date
Texas Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



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3085-15.341PT.dwg CTP



FIELD NOTES APPROVED:

DER 6-14-17

FIELD NOTES DESCRIBING A 4,790 SQ FT (0.1100 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

Exhibit A

EXHIBIT A-TRACT 2

BEING, a 4,790 square foot (0.1100 acre) tract of land situated in J.J. Mooneyham survey, Abstract Number 929, City of Dallas, Dallas County, Texas; said tract being part of the Remainder of Lot 1, Block N/6431 of Maplewood Assembly of God Church Addition, an addition to the City of Dallas, recorded in Volume 69165, Page 2112 of the Deed Records of Dallas County, Texas; said tract also being part of that certain tract of land described in General Warranty Deed to Dallas Independent School District recorded in Instrument Number 201000060259 of the Official Public Records of Dallas County, Texas; said 4,790 square foot tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete found (controlling monument) for the southwest corner of the said Remainder of Lot 1 and the southeast corner of Lot 1D, Block N/6431 of Chapel Point Phase I, an addition to the City of Dallas, recorded in Volume 2005155, Page 88 of the said Deed Records, in the common north line of "Part III – Drainage and Alley Right-of-Way" Easement to the City of Dallas recorded in Volume 45, Page 1366 of said Deed Records and the north line of a tract of land to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 339 of said Deed Records;

THENCE, North 05 degrees, 59 minutes, 52 seconds West, departing the said north line of Part III – Drainage and Alley Right-of-Way, along the west line of said Remainder of Lot 1 and the east line of said Lot 1D, a distance of 32.91 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set; said point being the beginning of a non-tangent curve to the right;

THENCE, along said curve to the right, having a central angle of 04 degrees, 04 minutes, 09 seconds, a radius of 100.00 feet, a chord bearing and distance of North 03 degrees, 57 minutes, 55 seconds West, 7.10 feet, an arc distance of 7.10 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set;

THENCE, departing the said west line of the Remainder of Lot 1 and the said east line of Lot 1D, over and across a portion of said Remainder of Lot 1, the following 2 (two) calls;

North 83 degrees, 21 minutes, 02 seconds East, a distance of 119.29 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set;

South 06 degrees, 38 minutes, 58 seconds East, a distance of 40.00 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set in the south line of said Remainder of Lot 1 and the north line of that certain tract of land described in Warranty Deed to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 399 of said Deed Records;



FIELD NOTES DESCRIBING A 4,790 SQ FT (0.1100 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

Exhibit A

THENCE, South 83 degrees, 21 minutes, 02 seconds West, along the said south line of the Remainder of Lot 1 and along the said north line of both Dallas Power & Light Company tract and Part III – Drainage and Alley Right-of-Way, a distance of 120.00 feet to the **POINT OF BEGINNING**;

CONTAINING, 4,790 square feet or 0.1100 acre of land, more or less.

Basis of bearing is the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Dallas County TxDOT combination factor of 1.000136506.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.


Justin W. Waldrip
Date 6/13/17
Texas Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



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FIELD NOTES APPROVED:

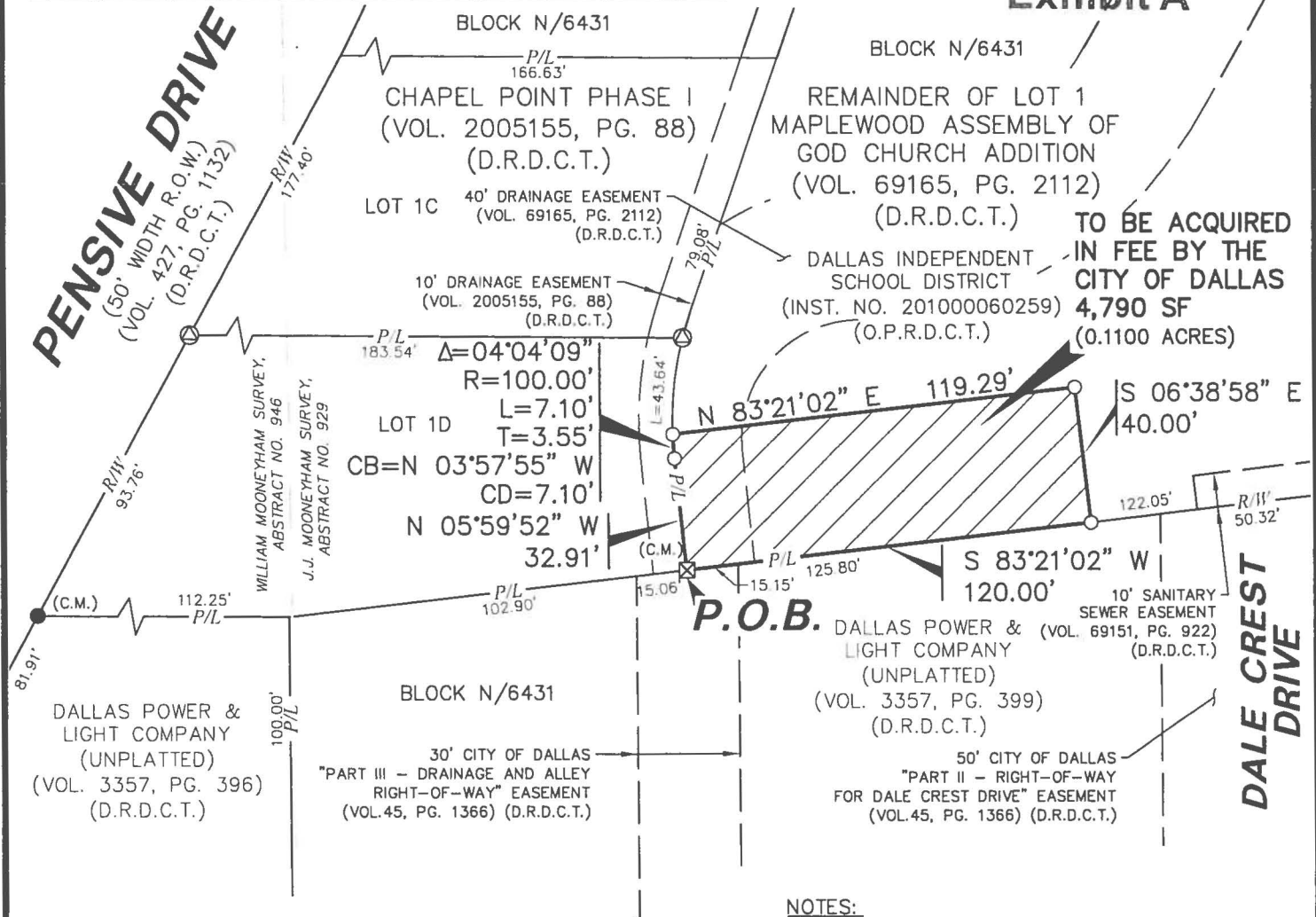
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LEGEND	
	PROPERTY LINE
	TRACT LINE
	ABSTRACT LINE
	EXISTING EASEMENT LINE
	R/W - RIGHT OF WAY LINE
	P/L - PROPERTY LINE
	O.P.R.D.C.T. - OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
	D.R.D.C.T. - DEED RECORDS OF DALLAS COUNTY, TEXAS
	VOL. - VOLUME
	PG. - PAGE
	(C.M.) - CONTROLLING MONUMENT
	5/8-INCH IRON ROD W/ "PACHECO KOCH" CAP SET
	5/8-INCH IRON ROD W/ "5430" CAP FOUND
	"+" CUT IN CONCRETE FOUND
	P.O.B. - POINT OF BEGINNING
	1/2-INCH IRON ROD FOUND
	INST. - INSTRUMENT
	NO. - NUMBER



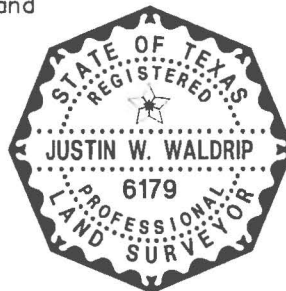
Exhibit A



The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

Justin W. Waldrip
Registered Professional
Land Surveyor No. 6179

Date



NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Dallas County TxDOT combination factor of 1.000136506.

4,790 SF TRACT

TRACT OF LAND TO BE ACQUIRED IN FEE BY THE CITY OF DALLAS FOR NORTHAVEN TRAIL AND IN THE J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT
SHEET 3 OF 3



7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
CTP	JWW	1"=50'	JUNE 2017	3085-15.341

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS ,

§

That the DALLAS INDEPENDENT SCHOOL DISTRICT, a school district and governmental instrumentality of the State of Texas, ("Grantor"), for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND and 00/100 Dollars (\$105,000.00), has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto THE CITY OF DALLAS ("Grantee") the property as described in Exhibit A, which is attached hereto and made a part hereof, by reference for all purposes, together with all and singular, all buildings and improvements thereon, (the "Property"), subject to the terms, covenants, conditions, reservations, restrictions and exceptions hereinafter stated.

This Special Warranty Deed is subject to: (i) standby fees, taxes and assessments by any taxing authority for the year 2017 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, and (ii) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters arising from and existing by reason of any Dallas County water or utility district

This Special Warranty Deed is also subject to those exceptions and exclusions further recited in Exhibit B attached hereto and made a part hereof.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT ALLOWED BY LAW, GRANTEE IS TAKING THE PROPERTY IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL

CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED,

Grantee acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that the Grantor has not made any independent investigation or verification of such information.

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TO HAVE AND TO HOLD the above described Property, subject to the aforesaid, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said GRANTEE, its successor and assigns forever. Grantor binds Grantor, and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the terms, covenants, conditions, reservations, restrictions and exceptions stated herein, when the claim is by, through, or under Grantor but not otherwise.

EXECUTED this ____ day of _____, 2017.

ATTEST:

DALLAS INDEPENDENT SCHOOL
DISTRICT

By: _____
Board Secretary

By: _____,
President of the Board of Trustees

Approved As To Form:

LARRY E. CASTO

City Attorney

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

By: B. N. Smith
Assistant City Attorney

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said DALLAS INDEPENDENT SCHOOL DISTRICT, as authorized pursuant to action of the Board of Trustees on _____, 2017.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2017, to certify which witness my hand and official seal.

[Seal]

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Ramirez & Associates, P.C.

8150 North Central Expressway

Suite 1280

Dallas, Texas 75206

AFTER RECORDING RETURN TO:

EXHIBIT B

EXCEPTIONS AND EXCLUSIONS

The following matters and all terms of the documents creating or offering evidence of the matters:

- a. The following easements and/or building lines, as shown on plat recorded in Volume 2005155, Page 88, Map records, Dallas County, Texas (Tract 1):
10' drainage easement
- b. Rights, if any, of third parties with respect to utilities in place within abandoned easement, being abandoned by the City of Dallas Ordinance No. 25664, and being further filed 08/30/2004, recorded in Volume 2004167, Page 9378, Real Property Records, Dallas County, Texas.
- c. Sewer lines and appurtenances thereto as evidenced by City of Dallas Sewer Plats, Sheet(s) E-6.
- d. Easements granted by Maplewood Assembly of God Church to the City of Dallas, filed 08/05/1969, recorded in Volume 69151, Page 9378, Real Property Records, Dallas County, Texas.
- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein or not.

FIELD NOTES DESCRIBING A 16,053 SQ FT (0.3685 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1D, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929 AND THE
WILLIAM MOONEYHAM SURVEY, ABSTRACT NO. 946
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

EXHIBIT A-TRACT 1

Exhibit A

BEING, a 16,053 square foot (0.3685 acre) tract of land situated in the J.J. Mooneyham survey, Abstract Number 929 and the William Mooneyham Survey, Abstract Number 946, City of Dallas, Dallas County, Texas; said tract being all of Lot 1D, Block N/6431 of Chapel Point Phase I, an addition to the City of Dallas, recorded in Volume 2005155, Page 88 of the Deed Records of Dallas County, Texas; said tract also being all of that tract of land described as "Tract Two" in Special Warranty Deed to Dallas Independent School District recorded in Instrument Number 201000079773 of the Official Public Records of Dallas County, Texas; said 16,053 square foot tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found (controlling monument) in the southeast right-of-way line of Pensive Drive (a 50' wide right-of-way); said point being the southwest corner of said Lot 1D and the northwest corner of that tract of land described in Warranty Deed to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 396 of said Deed Records;

THENCE, North 28 degrees, 43 minutes, 25 seconds East, along the said southeast line of Pensive Drive and the northwest line of said Lot 1D, a distance of 93.76 feet to a 5/8-inch iron rod with "5430" cap found on the northwest corner of said Lot 1D and the southwest corner of Lot 1C of the said Chapel Point Phase I plat;

THENCE, South 89 degrees, 42 minutes, 18 seconds East, along the north line of said Lot 1D and the south line of said Lot 1C, a distance of 183.54 feet to a 5/8-inch iron rod with "5430" cap found for the northeast corner of said Lot 1D and the southeast corner of said Lot 1C; said point being in the west line of the remainder of Lot 1, Block N/6431 of Maplewood Assembly of God Church Addition, an addition to the City of Dallas recorded in Volume 69165, Page 2112 of said Deed Records; said point also being the beginning of a non-tangent curve to the left;

THENCE, along said curve to the left, having a central angle of 20 degrees, 29 minutes, 14 seconds, a radius of 100.00 feet, a chord bearing and distance of South 04 degrees, 14 minutes, 37 seconds West, 35.57 feet, an arc distance of 35.76 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set in west line of said remainder of Lot 1;

THENCE, South 05 degrees, 59 minutes 52 seconds East, along the east line of said Lot 1D and the west line of said remainder of Lot 1, a distance of 32.91 feet to a "+" cut in concrete found (controlling monument) on the southeast corner of Lot 1D and the southwest corner of said remainder of Lot 1; said point being in the north line of a 30-foot Drainage and Alley Right-of-Way Easement recorded in Volume 45, Page 1366 of said Deed Records;

THENCE, South 83 degrees, 21 minutes, 02 seconds West, along the southeast line of said Lot 1D, a distance of 117.95 feet to a 5/8-inch iron rod with "PACHECO KOCH" in the south line of said Lot D1, and the said north line of the 30-foot Drainage and Alley Right-of-Way and the north line of that tract of land described in Warranty Deed to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 399 of said Deed Records;



FIELD NOTES DESCRIBING A 16,053 SQ FT (0.3685 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1D, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929 AND THE
WILLIAM MOONEYHAM SURVEY, ABSTRACT NO. 946
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

Exhibit A

THENCE, North 89 degrees, 42 minutes, 18 seconds West, along the south line of said Lot 1D and the said north line of the first referenced Dallas Power & Light Company tract, a distance of 112.25 feet to the **POINT OF BEGINNING**;

CONTAINING, 16,053 square feet or 0.3685 acre of land, more or less.

Basis of bearing is the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Dallas County TxDOT combination factor of 1.000136506.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

 6/13/17
Justin W. Waldrip Date
Texas Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



3085-15.341PT.docx
3085-15.341PT.dwg CTP



FIELD NOTES APPROVED:

DER 6-14-17

FIELD NOTES DESCRIBING A 4,790 SQ FT (0.1100 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

Exhibit A

EXHIBIT A-TRACT 2

BEING, a 4,790 square foot (0.1100 acre) tract of land situated in J.J. Mooneyham survey, Abstract Number 929, City of Dallas, Dallas County, Texas; said tract being part of the Remainder of Lot 1, Block N/6431 of Maplewood Assembly of God Church Addition, an addition to the City of Dallas, recorded in Volume 69165, Page 2112 of the Deed Records of Dallas County, Texas; said tract also being part of that certain tract of land described in General Warranty Deed to Dallas Independent School District recorded in Instrument Number 201000060259 of the Official Public Records of Dallas County, Texas; said 4,790 square foot tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete found (controlling monument) for the southwest corner of the said Remainder of Lot 1 and the southeast corner of Lot 1D, Block N/6431 of Chapel Point Phase I, an addition to the City of Dallas, recorded in Volume 2005155, Page 88 of the said Deed Records, in the common north line of "Part III – Drainage and Alley Right-of-Way" Easement to the City of Dallas recorded in Volume 45, Page 1366 of said Deed Records and the north line of a tract of land to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 339 of said Deed Records;

THENCE, North 05 degrees, 59 minutes, 52 seconds West, departing the said north line of Part III – Drainage and Alley Right-of-Way, along the west line of said Remainder of Lot 1 and the east line of said Lot 1D, a distance of 32.91 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set; said point being the beginning of a non-tangent curve to the right;

THENCE, along said curve to the right, having a central angle of 04 degrees, 04 minutes, 09 seconds, a radius of 100.00 feet, a chord bearing and distance of North 03 degrees, 57 minutes, 55 seconds West, 7.10 feet, an arc distance of 7.10 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set;

THENCE, departing the said west line of the Remainder of Lot 1 and the said east line of Lot 1D, over and across a portion of said Remainder of Lot 1, the following 2 (two) calls;

North 83 degrees, 21 minutes, 02 seconds East, a distance of 119.29 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set;

South 06 degrees, 38 minutes, 58 seconds East, a distance of 40.00 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set in the south line of said Remainder of Lot 1 and the north line of that certain tract of land described in Warranty Deed to Dallas Power & Light Company (unplatted) recorded in Volume 3357, Page 399 of said Deed Records;



FIELD NOTES DESCRIBING A 4,790 SQ FT (0.1100 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
OFFICIAL CITY OF DALLAS LOT 1, BLOCK N/6431
J.J. MOONEYHAM SURVEY, ABSTRACT NO. 929
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT

Exhibit A

THENCE, South 83 degrees, 21 minutes, 02 seconds West, along the said south line of the Remainder of Lot 1 and along the said north line of both Dallas Power & Light Company tract and Part III – Drainage and Alley Right-of-Way, a distance of 120.00 feet to the **POINT OF BEGINNING**;

CONTAINING, 4,790 square feet or 0.1100 acre of land, more or less.

Basis of bearing is the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Dallas County TxDOT combination factor of 1.000136506.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.


Justin W. Waldrip
Date 6/13/17
Texas Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00

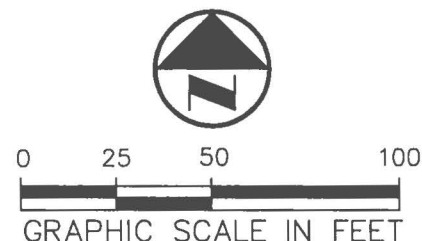


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3085-15.341PT2.dwg CTP



FIELD NOTES APPROVED:

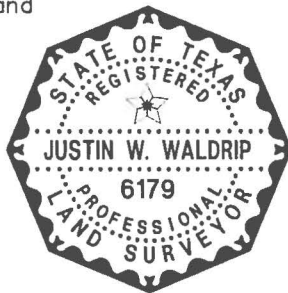
6-14-17



NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Dallas County TxDOT combination factor of 1.000136506.

Justin W. Waldrip
Registered Professional
Land Surveyor No. 6179



4,790 SF TRACT

TRACT OF LAND TO BE ACQUIRED IN FEE BY THE
CITY OF DALLAS FOR NORTHAVEN TRAIL
AND IN THE J.J. MOONEYHAM SURVEY,
ABSTRACT NO. 929
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM DALLAS INDEPENDENT SCHOOL DISTRICT
SHEET 3 OF 3



7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

<i>DRAWN BY</i>	<i>CHECKED BY</i>	<i>SCALE</i>	<i>DATE</i>	<i>JOB NUMBER</i>
CTP	JWW	1"=50'	JUNE 2017	3085-15.341

AGENDA ITEM # 33

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 12

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 5T

SUBJECT

Authorize acquisition from Fairhill School, of a wastewater easement of approximately 6,399 square feet of land located near the intersection of Preston and Davenport Roads for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$40,000 (\$37,000, plus closing costs and title expenses not to exceed \$3,000) - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the acquisition from Fairhill School of a wastewater easement of approximately 6,399 square feet of land located near the intersection of Preston and Davenport Roads for the McKamy and Osage Branch Wastewater Interceptor Project. This property will be used for the improvements and relocation of the McKamy and Osage Branch wastewater line. The consideration is based on an independent appraisal. There are no relocation costs associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$40,000 (\$37,000, plus closing costs and title expenses not to exceed \$3,000)

OWNER

Fairhill School

W.L. Pendergrass, Jr., Chairman

MAP

Attached



PRESTON
TRAIL
COUNTRY
CLUB

2

CAMPBELL

CONTOUR

MCCALLUM

ELVEDON
DUFFIELD

GENTLE
KNOLL

TIMBER CREEK
DAVEN OAKS

CAUFIELD

BARKWORTH

DEER

PROJECT
LOCATION

CEDAR
HOLLOW

DAVENPORT

PONT

PAR

ROCK

PRESTON

PRESTON

ASHEBOURNE

RI

TH

OAKS

OAK

CREST

CEDAR

CHALTON

ROCK

PALM
MEADOW

MISTY

ARAPAHO

BLUFFPOINT

IOWA
FR

LIGHT

MEADOW CREEK

COMPUTED PMC CKD JHS
DRAWN PMC CKD JHS
SUPERVISOR E.D. UTZMAN
DATE _____
SCALE _____ M.T.S.

REVISION HISTORY

AZ&B
ARREDONDO, ZEPEDA
& BRUNZ, INC.
11355 MCCREE ROAD
DALLAS, TX 75238
PH. 214-341-2900
FAX 214-341-9325
email - office@azab-engineers.com

LOCATOR MAP

6,399 S.F. (0.147 ACRE) PARCEL
JOHN BECKNELL SURVEY ~ ABSTRACT NO. 53
DALLAS CITY BLOCK 11/8193

SHEET OF DWG No. REV

June 28, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

“CITY”: The City of Dallas

“PROPERTY”: Approximately 6,399 square feet of land located in Dallas County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

“PROJECT”: McKamy and Osage Branch Wastewater Interceptor Project

“USE”: The installation, use, and maintenance of a pipeline or lines for the transmission of wastewater together with such appurtenant facilities as may be necessary, provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

“PROPERTY INTEREST”: Wastewater easement subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit “B” attached hereto and made a part hereof for all purposes.

“OWNER”: Fairhill School, provided, however, that the term “OWNER” as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

“PURCHASE AMOUNT”: \$37,000

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$3,000

“AUTHORIZED AMOUNT”: Not to exceed \$40,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

June 28, 2017

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyance instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Wastewater Capital Construction Fund, Fund 0103, Department DWU, Unit CS40, Activity MPSA, Program 706028, Object 4250, Encumbrance/Contract No. CX-DEV-2017-00002105. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 8. That this contract is designated as Contract No. DEV-2017-00002105.

SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: 
Assistant City Attorney

6,399 SQUARE FOOT (0.147 ACRE)
DALLAS CITY BLOCK 8193
WASTEWATER EASEMENT
FAIRHILL SCHOOL

EXHIBIT A

BEING a 6,399 square foot (0.147 Acre) parcel of land situated in the JOHN BECKNELL SURVEY, ABSTRACT NO. 53 in Official City Block No. 8193, in the City of Dallas, Dallas County, Texas, said parcel being part of a called 11.889 acre tract of land described in a Special Warranty Deed to Fairhill School, recorded in Volume 90207, Page 0090 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the northeast corner of Lot 22, Block 11/8193 of Prestonwood Creek, Section III, an addition to the City of Dallas, Dallas County, Texas according to the Plat thereof recorded in Volume 78199, Page 0642 of said Deed Records, and the south line of Davenport Road (60' R.O.W. at this point) from which a ½-inch steel rod (controlling monument) found bears North 89 degrees 32 minutes 24 seconds East a distance of 3.92 feet;

THENCE South 89 degrees 32 minutes 24 seconds West, along the north line of said Lot 22 and a City of Dallas Floodway Management Area, and the south line of Davenport Road, a distance of 347.82 feet to a ½-inch steel rod with cap marked "AZ&B" set at the northwest corner of said Floodway Management Area for the **POINT OF BEGINNING**;

THENCE South 36 degrees 04 minutes 14 seconds West, along the common line between said Fairhill School tract and said Floodway Management Area, a distance of 28.00 feet to a point for corner (unable to monument), from which a PK Nail set, bears South 36 degrees 04 minutes 14 seconds West, a distance of 11.61 feet;

THENCE South 89 degrees 32 minutes 24 seconds West, across said Fairhill School tract, a distance of 72.14 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

THENCE South 87 degrees 55 minutes 16 seconds West, continuing across said Fairhill School tract, a distance of 78.36 feet to a ½-inch steel rod with a cap marked "AZ&B" set in the southeast right-of-way line of the Dallas Area Rapid Transit (DART) right-of-way and the west line of said Fairhill School tract;

THENCE North 30 degrees 41 minutes 29 seconds East, along the common line between said DART right-of-way and said Fairhill School tract, a distance 52.25 feet to an "X" cut set in the south right-of-way of Davenport Road (40' right-of-way at this point) for the northwest corner of said Fairhill School tract;

FIELD NOTES APPROVED:



6,399 SQUARE FOOT (0.147 ACRE)
DALLAS CITY BLOCK 8193
WASTEWATER EASEMENT
FAIRHILL SCHOOL

EXHIBIT A

THENCE North 89 degrees 32 minutes 24 seconds East, along the south line of said Davenport Road and the north line of said Fairhill School tract, a distance of 140.12 feet to an "X" cut set for the most northerly northeast corner of said Fairhill School Tract;

THENCE South 00 degrees 27 minutes 36 seconds East, along the east boundary of said Fairhill School tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 6,399 square feet (0.147 acre) of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of December, 2011.


Jeffrey Sheppard
Registered Professional Land Surveyor No. 3696

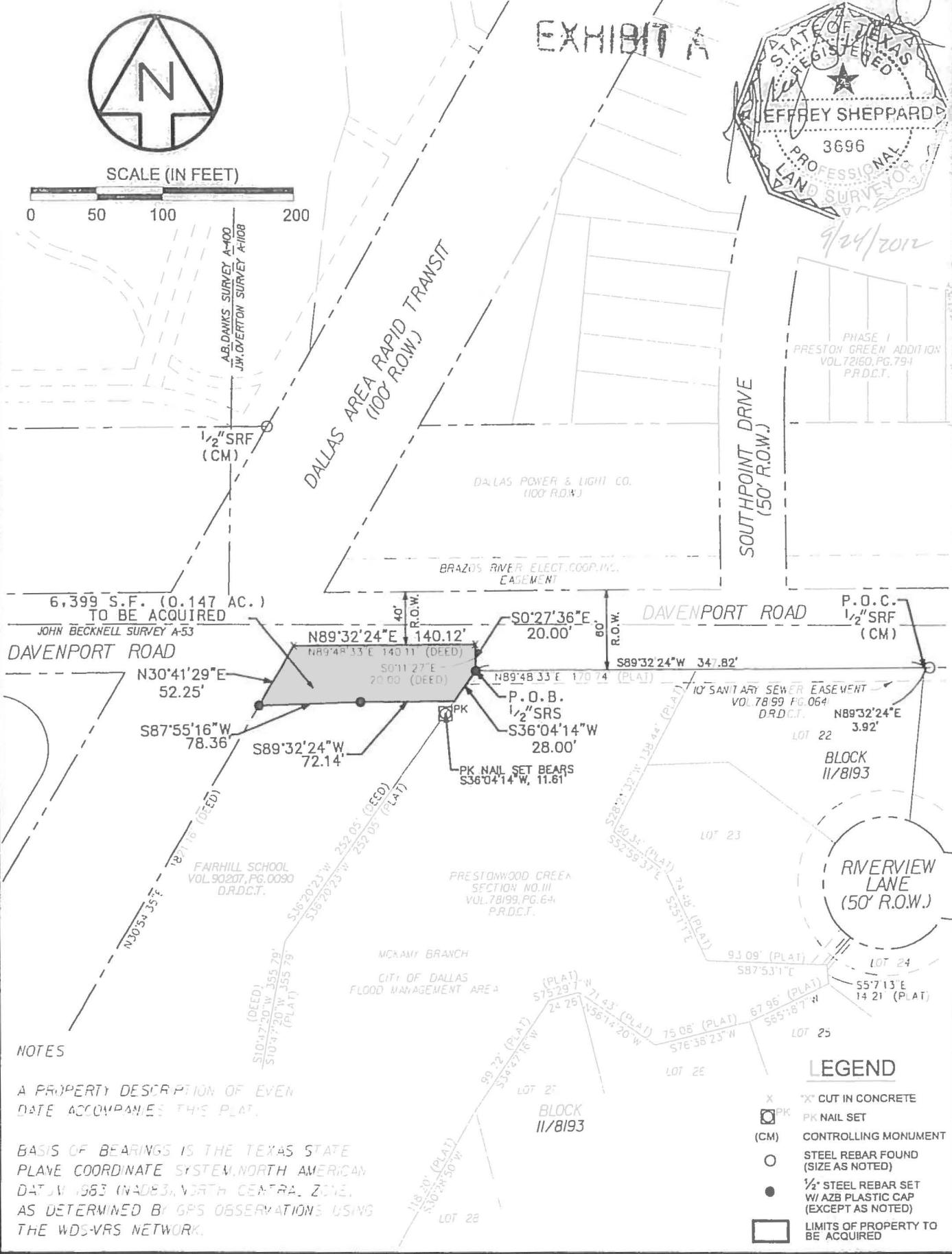


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9/24/2012

S:\DWU\207010.001-Half-McKamy\Dgn\Easement\Fairhill School\ESMT-304\ESMT_304.dgn

@



NOTES

A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WDS-VRS NETWORK.

LEGEND

- X "X" CUT IN CONCRETE
- PK PK NAIL SET
- (CM) CONTROLLING MONUMENT
- O STEEL REBAR FOUND (SIZE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (EXCEPT AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

COMPUTED	PMC	JHC
DRAWN	PMC	JHC
SUPERVISOR	ED	UZZMAN
DATE	12-14-11	
SCALE	1"=100'	

REVISION HISTORY	

AZ&B
ARREDONDO ZEPEDA
& BRUNZ, INC.
11355 MCCREE ROAD
DALLAS, TX 75238
PH: 214-341-9900
FAX: 214-341-4991
email: office@azab-inc.com

6,399 SQUARE FOOT (0.147 ACRE)
DALLAS CITY BLOCK 8193
WASTEWATER EASEMENT
FAIRHILL SCHOOL

EXHIBIT B

WASTEWATER EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That Fairhill School, a Texas non-profit corporation (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$37,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the purpose of laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit A, attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances, and such additional main or mains and appurtenances as are needed in the future, according to such plans and specifications as will, in City's opinion, best serve the public purpose. The payment of the purchase price shall be considered full and adequate compensation for the easement rights herein granted.

Should one or more of the Grantors herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

The City shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right of ingress and egress over and across said property to and from said easement for the purpose of constructing, reconstructing, maintaining, inspecting or repairing said main or mains and appurtenances.

The City shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance, repair or operation of the said main or mains. (Grantor, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over or otherwise obstruct any cleanout, valve, meter or manhole located within the herein described permanent easement.)

Grantor, its successors or assigns, shall not be permitted to plant trees or shrubs of any kind within the boundaries of the herein described permanent easement.

After recording return to:
City of Dallas
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: LISA JUNG

Wastewater Easement Log No. 39102

6,399 SQUARE FOOT (0.147 ACRE)
DALLAS CITY BLOCK 8193
WASTEWATER EASEMENT
FAIRHILL SCHOOL

EXHIBIT A

BEING a 6,399 square foot (0.147 Acre) parcel of land situated in the JOHN BECKNELL SURVEY, ABSTRACT NO. 53 in Official City Block No. 8193, in the City of Dallas, Dallas County, Texas, said parcel being part of a called 11.889 acre tract of land described in a Special Warranty Deed to Fairhill School, recorded in Volume 90207, Page 0090 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the northeast corner of Lot 22, Block 11/8193 of Prestonwood Creek, Section III, an addition to the City of Dallas, Dallas County, Texas according to the Plat thereof recorded in Volume 78199, Page 0642 of said Deed Records, and the south line of Davenport Road (60' R.O.W. at this point) from which a ½-inch steel rod (controlling monument) found bears North 89 degrees 32 minutes 24 seconds East a distance of 3.92 feet;

THENCE South 89 degrees 32 minutes 24 seconds West, along the north line of said Lot 22 and a City of Dallas Floodway Management Area, and the south line of Davenport Road, a distance of 347.82 feet to a ½-inch steel rod with cap marked "AZ&B" set at the northwest corner of said Floodway Management Area for the **POINT OF BEGINNING**;

THENCE South 36 degrees 04 minutes 14 seconds West, along the common line between said Fairhill School tract and said Floodway Management Area, a distance of 28.00 feet to a point for corner (unable to monument), from which a PK Nail set, bears South 36 degrees 04 minutes 14 seconds West, a distance of 11.61 feet;

THENCE South 89 degrees 32 minutes 24 seconds West, across said Fairhill School tract, a distance of 72.14 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

THENCE South 87 degrees 55 minutes 16 seconds West, continuing across said Fairhill School tract, a distance of 78.36 feet to a ½-inch steel rod with a cap marked "AZ&B" set in the southeast right-of-way line of the Dallas Area Rapid Transit (DART) right-of-way and the west line of said Fairhill School tract;

THENCE North 30 degrees 41 minutes 29 seconds East, along the common line between said DART right-of-way and said Fairhill School tract, a distance 52.25 feet to an "X" cut set in the south right-of-way of Davenport Road (40' right-of-way at this point) for the northwest corner of said Fairhill School tract;

FIELD NOTES APPROVED:

10/30/12



6,399 SQUARE FOOT (0.147 ACRE)
DALLAS CITY BLOCK 8193
WASTEWATER EASEMENT
FAIRHILL SCHOOL

EXHIBIT A

THENCE North 89 degrees 32 minutes 24 seconds East, along the south line of said Davenport Road and the north line of said Fairhill School tract, a distance of 140.12 feet to an "X" cut set for the most northerly northeast corner of said Fairhill School Tract;

THENCE South 00 degrees 27 minutes 36 seconds East, along the east boundary of said Fairhill School tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 6,399 square feet (0.147 acre) of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of December, 2011.


Jeffrey Sheppard
Registered Professional Land Surveyor No. 3696





SCALE (IN FEET)



EXHIBIT A



9/24/2012

PHASE I
PRESTON GREEN ADDITION
VOL. 72160, PG. 794
P.R.D.C.T.

SOUTHPOINT DRIVE
(50' R.O.W.)

DALLAS POWER & LIGHT CO.
(100' R.O.W.)

BRAZOS RIVER E. CT. COOP. A
EA. W. NT.

6,399 S.F. (0.147 AC.)
TO BE ACQUIRED

JOHN BECKNELL SURVEY A-53

DAVENPORT ROAD

N30°41'29"E
52.25'

S87°55'16"W
78.36'

S89°32'24"W
72.14'

N89°32'24"E
140.12'

N89°48'33"E 140.11' (DEED)
S0°11'27"E 20.00' (DEED)

S0°27'36"E
20.00'

N89°48'33"E 170.74' (PLAT)

P.O.B.
1/2" SRS
S36°04'14"W
28.00'

PK NAIL SET BEARS
S36°04'14"W, 11.61'

DAVENPORT ROAD

S89°32'24"W 347.82'

S0°27'36"E 20.00' (PLAT)

10" SANITARY SEWER EASEMENT
VOL. 78199, PG. 0541
P.R.D.C.T.

N89°32'24"E 3.92'

LOT 22

BLOCK 11/8193

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

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LOT 51

LOT 52

P.O.C.
1/2" SRF
(CM)

LOT 22

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LOT

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3, 4, 5, 6, 7, 8, 9

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 39N 42L 44T 45Z 46V W X Y Z 47W 48Z 54V Z 55F P 56C G
H S T W X 57W 59F 61B-H 65B D H K M 66J K Q S X Y 68D
M

SUBJECT

Authorize **(1)** the quitclaim of 52 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale to the highest bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Revenue: \$759,760

BACKGROUND

This item authorizes the quitclaim of 52 properties that were foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court and the release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment. These properties are being sold to the highest bidders and will return to the tax rolls upon conveyance.

Successful bidders are required to sign a certification stating that they are not purchasing these properties on behalf of the foreclosed owners and that they have no debts owed to the City, no pending code violations, and are not chronic code violators.

All properties were reviewed by the Housing Department for infill housing and were not desired for that program.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Revenue - \$759,759.91

OWNERS

Andor Properties, LLC

Candace Rubin, Managing Member

County Land and Water LLC

Wayne Prokay, Managing Member

JLK Global Investment, LLC

Chi Wai Lai, Managing Member

Jomel MTG, LLC

John D'Silva, Managing Member

Kantering LLC

Tony Kantering, Managing Member

KW New Vision Properties and Land, Inc.

Kelvin Williams, President

Scrumptious LLC

Eileen C Nagaishi, Managing Member

Texas Auctions DFW, LLC

John Mark Stephens, Managing Member

Title & Title Properties, LLC

W. Justin Title, Managing Member

Artest Cole

Ashley Black

Cameron Simmons

Corrie Harbert

Cristina Leyva

David Anderson

Diana I. Celis

George M. Edwards

OWNERS (continued)

Gloria Figueroa

Jamela Siddiqi

Jason Raofpur

Jeffrey Ware

Jose Gonzalez

Joseph Levingston

Keith C. Scott

Kevin A. Velasquez

Lee J. Schmitt

Melake Belai

Suzie Morris dba Morris Developers

Teresa R. Edwards

Wendell Lockhart

Zarina Persaud

MAP

Attached

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES PROPERTY LIST

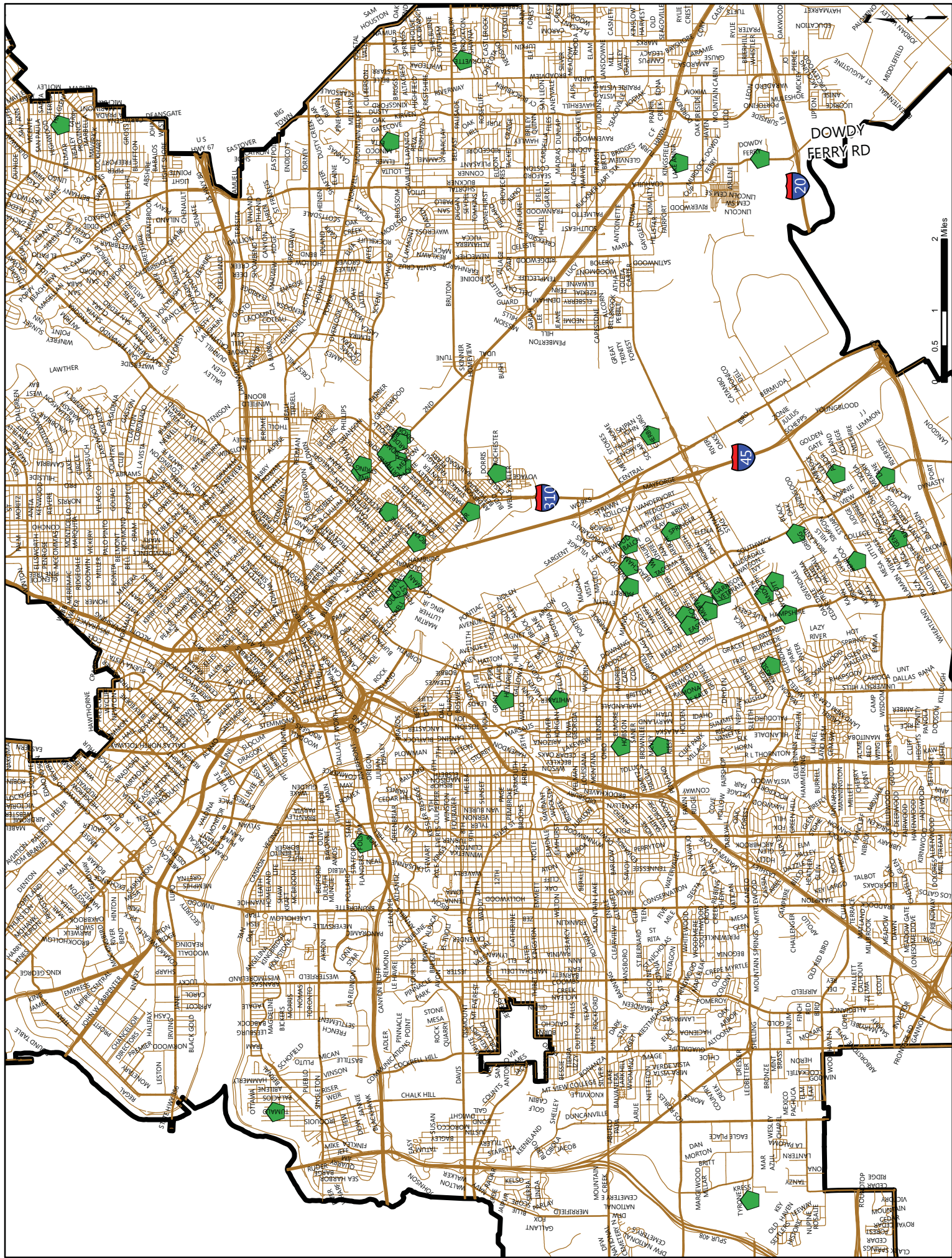
ITEM #	STREET ADDRESS	VAC/IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	DCAD	HIGHEST BIDDER
1	2433 56TH	V	8	R-5(A)	.4857	\$14,400.00	17	\$2,000.00	\$19,000.00	\$14,400.00	Corrie Harbert
2	2111 ARDEN	V	8	R-7.5(A)	.1603	\$3,517.00	16	\$2,000.00	\$12,529.03	\$9,000.00	KW New Vision Properties and Land, Inc.
3	3035 ARIZONA	V	4	R-7.5(A)	.1686	\$15,000.00	23	\$2,000.00	\$22,100.00	\$15,000.00	Suzie Morris dba Morris Developers
4	2928 BARDWELL	V	4	R-7.5(A)	.1721	\$14,810.00	9	\$2,000.00	\$10,790.00	\$14,810.00	Wendell Lockhart
5	5651 BON AIR	V	8	R-7.5(A)	.2754	\$17,688.00	5	\$2,000.00	\$4,364.00	\$26,220.00	Ashley Black
6	4134 BONNIE VIEW	V	4	R-5(A)	.2424	\$10,000.00	4	\$2,000.00	\$8,675.00	\$10,000.00	Lee J. Schmitt
7	4519 BRADSHAW	V	7	PD 595	.1182	\$27,930.00	10	\$5,000.00	\$5,550.00	\$27,930.00	Texas Auctions DFW, LLC
8	4626 BRADSHAW	V	7	PD-595	.1147	\$13,922.00	9	\$1,000.00	\$3,444.00	\$10,880.00	Title & Title Properties, LLC
9	1514 CARSON	V	4	R-7.5(A)	.1610	\$11,500.00	11	\$2,000.00	\$17,000.00	\$11,500.00	Corrie Harbert
10	3530 CAUTHORN	V	7	PD-595	.1618	\$11,669.00	7	\$500.00	\$2,500.00	\$23,600.00	Jose Gonzalez
11	3741 S. CENTRAL	V	7	PD-595	.0867	\$3,400.00	5	\$1,000.00	\$5,500.00	\$3,400.00	Artest Cole
12	1215 CLAUDE	V	4	R-5(A)	.1663	\$32,240.00	8	\$2,000.00	\$7,999.90	\$31,980.00	Kantering LLC
13	5019 COLONIAL	V	7	PD-595	.2407	\$9,440.00	7	\$2,000.00	\$6,759.00	\$9,440.00	Title & Title Properties, LLC
14	4627 CORREGIDOR	V	7	R-5(A)	.1618	\$2,000.00	4	\$1,000.00	\$6,351.00	\$2,000.00	Jeffrey Ware
15	4508 CRANFILL	V	4	R-7.5(A)	.3413	\$12,000.00	1	\$2,000.00	\$2,200.00	\$12,000.00	Jamela Siddiqi
16	2941 DARBY	I	5	R-7.5(A)	.2258	\$60,320.00	11	\$30,000.00	\$71,000.00	\$60,320.00	Cristina Leyva
17	4603 ELECTRA	V	7	PD-595	.1147	\$28,200.00	17	\$500.00	\$9,999.50	\$28,200.00	Kantering LLC
18	402 E. ELMORE	V	4	R-7.5(A)	.1605	\$22,350.00	7	\$2,000.00	\$11,000.00	\$22,350.00	Keith C. Scott
19	2310 EXETER	V	4	R-7.5(A)	.1405	\$6,900.00	12	\$1,000.00	\$18,000.00	\$6,900.00	Corrie Harbert
20	6151 FARNSWORTH	V	3	R-7.5(A)	.2152	\$25,600.00	14	\$2,000.00	\$11,000.00	\$12,000.00	Diana I. Celis
21	1639 GARDEN	I	7	PD-595	.1147	\$27,240.00	7	\$10,000.00	\$15,777.00	\$27,240.00	Jamel MTG, LLC
22	4126 GLADEWATER	V	4	R-7.5(A)	.1731	\$1,482.00	11	\$2,000.00	\$8,175.00	\$6,900.00	Lee J. Schmitt
23	2712 GOULD	V	7	PD-595	.1434	\$1,510.00	15	\$2,000.00	\$13,568.00	\$15,630.00	Scrumptious LLC
24	3514 HANCOCK	V	7	R-5(A)	.0587	\$2,560.00	1	\$1,000.00	\$2,010.00	\$2,560.00	Joseph Livingston
25	3803 HARLINGEN	V	6	R-5(A)	.1580	\$2,546.00	19	\$2,000.00	\$26,000.00	\$12,000.00	Suzie Morris dba Morris Developers
26	2905 HOLMES	V	7	PD-595	.1784	\$19,440.00	15	\$2,000.00	\$14,999.99	\$19,440.00	Andor Properties, LLC

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
PROPERTY LIST**

ITEM #	STREET ADDRESS	VAC/IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	DCAD	HIGHEST BIDDER
27	2935 KAVASAR	V	8	R-5(A)	.1399	\$6,277.00	11	\$500.00	\$5,075.00	\$10,000.00	Cameron Simmons
28	1514 KINGSLEY	V	4	R-7.5(A)	.1877	\$10,998.00	15	\$2,000.00	\$15,103.00	\$10,000.00	Zarina Persaud
29	6760 LA GRANGE	I	8	R-5(A)	.2150	\$34,830.00	18	\$20,000.00	\$55,000.00	\$49,760.00	Melake Belai
30	8326 LAKE ANNA	V	8	R-7.5(A)	.2393	\$17,500.00	13	\$2,000.00	\$15,100.00	\$17,500.00	Diana I. Celis
31	2524 MARJORIE	V	4	R-7.5(A)	.3920	\$12,620.00	10	\$1,000.00	\$9,990.00	\$12,810.00	Gloria Figueroa and Kevin A. Velasquez
32	2431 MARJORIE	V	4	R-7.5(A)	.0836	\$3,640.00	2	\$1,000.00	\$1,200.00	\$3,640.00	Jamela Siddiqi
33	2812 MATERHORN	V	9	MH(A)	.1928	\$72,010.00	15	\$3,000.00	\$37,229.00	\$77,530.00	David Anderson
34	2815 MCDERMOTT	V	7	PD-595	.1537	\$8,590.00	6	\$1,000.00	\$3,131.00	\$5,000.00	County Land and Water LLC
35	2230 MOFFATT	V	4	R-7.5(A)	.1633	\$1,745.00	13	\$1,000.00	\$11,990.00	\$6,900.00	Gloria Figueroa and Kevin A. Velasquez
36	2322 MOFFATT	V	4	R-7.5(A)	.1615	\$2,181.00	10	\$1,000.00	\$7,250.00	\$6,900.00	Texas Auctions DFW, LLC
37	2226 MOFFATT	V	4	R-7.5(A)	.1608	\$1,841.00	9	\$1,000.00	\$11,999.00	\$6,900.00	Gloria Figueroa and Kevin A. Velasquez
38	1439 E. OVERTON	I	4	R-7.5(A)	.1925	\$28,240.00	16	\$10,000.00	\$31,556.00	\$28,240.00	George M. Edwards and Teresa R. Edwards
39	1409 PENNSYLVANIA	V	7	PD-595	.1769	\$10,363.00	19	\$2,000.00	\$25,999.99	\$19,280.00	Andor Properties, LLC
40	1929 RED CLOUD	I	5	TH-3(A)	.0724	\$21,142.00	10	\$10,000.00	\$27,760.00	\$31,210.00	Jason Raofpur
41	4515 ROBERTS	V	7	PD-595	.1147	\$16,630.00	7	\$1,000.00	\$3,333.00	\$6,000.00	Title & Title Properties, LLC
42	4041 ROBERTSON	V	8	R-5(A)	.1766	\$7,000.00	10	\$2,000.00	\$12,529.00	\$10,000.00	David Anderson
43	2718 SILKWOOD	I	7	PD-595	.1376	\$14,940.00	5	\$7,000.00	\$13,800.00	\$14,940.00	Jose Gonzalez
44	1 SPARROW (aka 2000 Plainfield)	V	8	FP(AA)	10.34	\$9,468.51	13	\$7,500.00	\$30,112.00	\$41,360.00	JLK Global Investment, LLC
45	3639 SPRING	V	7	PD-595	.0441	\$5,000.00	2	\$1,000.00	\$1,850.00	\$5,000.00	Jose Gonzalez
46	2702 SPRINGDALE	V	7	PD-595	.0915	\$3,750.00	3	\$1,000.00	\$1,850.00	\$3,750.00	Jose Gonzalez
47	3327 SPRINGVIEW	V	4	R-7.5(A)	.2793	\$10,000.00	5	\$2,000.00	\$10,851.00	\$10,000.00	Gloria Figueroa and Kevin A. Velasquez
48	3038 SPRINGVIEW	V	4	R-7.5(A)	.2630	\$10,000.00	5	\$2,000.00	\$10,951.00	\$10,000.00	Gloria Figueroa and Kevin A. Velasquez

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
PROPERTY LIST**

ITEM #	STREET ADDRESS	VAC/MP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	DCAD	HIGHEST BIDDER
49	2429 TALCO	V	8	R-5(A)	.1653	\$1,866.00	9	\$2,000.00	\$12,529.00	\$9,000.00	David Anderson
50	6495 TUMBLING CREEK	V	8	R-5(A)	.1598	\$37,220.00	11	\$2,000.00	\$8,501.50	\$37,220.00	Kantering LLC
51	1213 WALMSLEY	V	6	R-7.5(A)	.1532	\$58,170.00	22	\$2,000.00	\$53,529.00	\$59,340.00	David Anderson
52	3518 YORK	V	7	PD-595	.1492	\$1,640.00	8	\$1,000.00	\$5,250.00	\$3,250.00	Texas Auctions DFW, LLC



June 28, 2017

WHEREAS, the City of Dallas ("City"), the State of Texas ("State"), the County of Dallas, ("County"), and/or Dallas Independent School District ("DISD") acquired Sheriff Deeds to properties ("Properties") at a sheriff tax sale ("the First Sale") authorized by a Judicial Foreclosure ("Judgment") in a District Court in Dallas County, Texas. The Sheriff's Deeds were recorded in the real property records of Dallas County, Texas as described on "Exhibit A," attached herein and incorporated by reference; and

WHEREAS, pursuant to the Texas Attorney General Opinion No. JM-1232 and Section 34.05(a) of the Texas Property Tax Code, the City may re-sell the Properties ("the Second Sale") subject to any right of redemption existing at the time of the Second Sale; and

WHEREAS, pursuant to the provisions of Chapter 34, Section 34.05 of the Texas Property Tax Code, a taxing entity is authorized to re-sell the Properties ("the Second Sale"); and

WHEREAS, by accepting its pro rata proceeds from the Second Sale, the State agrees to the transfer of Properties in which it has an interest; and

WHEREAS, the City Manager, acting on behalf of the County pursuant to a County Commissioner's Court Order, and acting on behalf of DISD pursuant to a School Board Resolution, has the authority to execute Quitclaim Deeds to the purchasers of Properties at the Second Sale, and transfer any rights, title, or interests acquired or held by each taxing entity that was a party to the Judgment at the First Sale; and

WHEREAS, the Properties were advertised in the Dallas Morning News on the dates indicated on Exhibit A; and

WHEREAS, the City Council has previously approved the re-sale of other Properties where funds were not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County; and

WHEREAS, the distribution of the proceeds from the resale of the Properties will be in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That upon receipt of the monetary consideration from the purchasers of the Properties listed on Exhibit A, and upon consent by the County and DISD, the City Manager upon approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute Quitclaim Deeds to the Properties, conveying to the purchasers the right, title, and interest acquired or held by each taxing

June 28, 2017

SECTION 1. (continued)

entity that was a party to the Judgment, subject to any right of redemption, post-Judgment taxes and post Judgment non-municipal liens, and in accordance with the written agreement of the terms, conditions, and release of the taxing entities.

SECTION 2. That the consideration received from the Second Sale shall be distributed pursuant to Chapter 34, Section 34.06 of the Texas Property Tax Code, and applied to the payment of the court costs, interest, and cost of sale and applied to the amount of delinquent taxes, penalties, and non-tax municipal liens as set forth in the Judgment and pursuant to the order of the court.

SECTION 3. That all purchasers shall be responsible for the pro rata portion of property taxes for the remaining part of the current calendar year that will be assessed from the date of closing of the Second Sale. Purchasers shall also be responsible for any post-Judgment taxes, penalties and interest, pursuant to the Texas Property Tax Code, and post-Judgment non-municipal liens. The Properties shall be replaced on the tax rolls as of the date of execution of Quitclaim Deeds.

SECTION 4. That to the extent authorized by law, any liens securing taxes referenced in Section 2 above are hereby released. That the City Manager is hereby authorized to execute a release(s) of lien, approved as to form by the City Attorney, for any non-tax municipal lien(s) which (i) are included in the Judgments issued in the foreclosure suits filed by the City on the lot(s) shown on Exhibit "A"; or (ii) arise or are filed of record post Judgment and prior to the Second Sale by the City on the lot(s) shown on Exhibit "A".

SECTION 5. That any and all proceeds from the Second Sale, including funds not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County will be deposited to General Fund, Fund 0001, Department DEV, Balance Sheet Account 0519.

SECTION 6. That upon receipt of the consideration from the Second Sale, the Chief Financial Officer is hereby authorized to disburse the proceeds in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code. Calculations for disbursements shall be provided by the Director of Sustainable Development and Construction to the City of Dallas Land Based Receivables, the Dallas County District Clerk, and the Dallas County Tax Office from the account specified in Section 5, above.

SECTION 7. That these contracts are designated with the contract numbers listed on Exhibit B.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES

EXHIBIT A

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/IMP	OWNED BY TAXING ENTITIES	DMN DATES ADVERTISEMENT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER
1	2433 56TH	Lot 5, Block A/6853	V	1, 2, 3	5/14 & 5/15	17	\$2,000.00	\$19,000.00	Corrie Harbert
2	2111 ARDEN	Lot C, Block 3/5839	V	1, 2, 3	5/14 & 5/15	16	\$2,000.00	\$12,529.03	KW New Vision Properties and Land, Inc.
3	3035 ARIZONA	Lot 23, Block 18/4114	V	1, 2, 3	5/14 & 5/15	23	\$2,000.00	\$22,100.00	Suzie Morris dba Morris Developers
4	2928 BARDWELL	Lot 6, Block H/6086	V	1, 2, 3	5/14 & 5/15	9	\$2,000.00	\$10,790.00	Wendell Lockhart
5	5651 BON AIR	Lot 35, Block 6875	V	1, 2, 3	5/14 & 5/15	5	\$2,000.00	\$4,364.00	Ashley Black
6	4134 BONNIE VIEW	The southeast 28 feet of Lot 4 and northwest 22 feet of Lot 5, Block 6085	V	1, 2, 3	5/14 & 5/15	4	\$2,000.00	\$8,675.00	Lee J. Schmitt
7	4519 BRADSHAW	Lot 6, Block B/1775	V	1, 2, 3	5/14 & 5/15	10	\$5,00.00	\$5,550.00	Texas Auctions DFW, LLC
8	4626 BRADSHAW	Lot 16, Block E/1776	V	1, 2, 3	5/14 & 5/15	9	\$1,000.00	\$3,444.00	Title & Title Properties, LLC
9	1514 CARSON	Lot 4, Block 11/3571	V	1, 2, 3	5/14 & 5/15	11	\$2,000.00	\$17,000.00	Corrie Harbert
10	3530 CAUTHORN	Lot 12, Block 2/4455	V	1, 2, 3	5/14 & 5/15	7	\$500.00	\$2,500.00	Jose Gonzalez
11	3741 S. CENTRAL	Lot 9, Block B/1213	V	1, 2, 3	5/14 & 5/15	5	\$1,000.00	\$5,500.00	Artest Cole
12	1215 CLAUDE	The east half of Lot 5, Block E/3365	V	1, 2, 3	5/14 & 5/15	8	\$2,000.00	\$7,999.90	Kantering LLC
13	5019 COLONIAL	Lot 52 and the south half of Lot 53, Block 2247	V	1, 2, 3	5/14 & 5/15	7	\$2,000.00	\$6,759.00	Title & Title Properties, LLC
14	4627 CORREGIDOR	Lot 19, Block E/7647	V	1, 2, 3	5/14 & 5/15	4	\$1,000.00	\$6,351.00	Jeffrey Ware
15	4508 CRANFILL	Lot 1R, Block 34/8617	V	1, 2, 3	5/14 & 5/15	1	\$2,000.00	\$2,200.00	Jamela Siddiqi
16	2941 DARBY	Lot 42, Block 6201	I	1, 2, 3	5/14 & 5/15	11	\$30,000.00	\$71,000.00	Cristina Leyva
17	4603 ELECTRA	Lot 16, Block E/1775	V	1, 2, 3	5/14 & 5/15	17	\$500.00	\$9,999.50	Kantering LLC
18	402 E. ELMORE	Lot 1, Block 17/4207	V	1, 2, 3	5/14 & 5/15	7	\$2,000.00	\$11,000.00	Keith C. Scott
19	2310 EXETER	Lot 3, Block 4/5853	V	1, 2, 3	5/14 & 5/15	12	\$1,000.00	\$18,000.00	Corrie Harbert
20	6151 FARNSWORTH	The east 32 feet of Lot 26 and the west 16 feet of Lot 27, Block C	V	1, 2, 3	5/14 & 5/15	14	\$2,000.00	\$11,000.00	Diana I. Cells
21	1639 GARDEN	Lot 10, Block 4/2119	I	1, 2, 3	5/14 & 5/15	7	\$10,000.00	\$15,777.00	Jemel MTG, LLC
22	4126 GLADEWATER	North part of Lot 3C (50x150), Block 4/5848	V	1, 2, 3	5/14 & 5/15	11	\$2,000.00	\$8,175.00	Lee J. Schmitt
23	2712 GOULD	Lot 21, Block 4/1117	V	1, 2, 3	5/14 & 5/15	15	\$2,000.00	\$13,568.00	Scrumptious LLC

*1=CITY, 2=DISD, 3=COUNTY, 4=STATE (All properties are located in the City of Dallas, Dallas County, Texas)

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES

EXHIBIT A

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/IMP	OWNED BY TAXING ENTITIES	DMN DATES ADVERTISEMENT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER
24	3514 HANCOCK	Tract 6, Block 4456	V	1, 2, 3	5/14 & 5/15	1	\$1,000.00	\$2,010.00	Joseph Livingston
25	3803 HARLINGEN	Lot 4, Block D/7164	V	1, 2, 3	5/14 & 5/15	19	\$2,000.00	\$26,000.00	Suzie Morris dba Morris Developers
26	2905 HOLMES	Lot 2, Block 5/1139	V	1, 2, 3	5/14 & 5/15	15	\$2,000.00	\$14,999.99	Andor Properties, LLC
27	2935 KAVASAR	The west 50 feet of Lot 4, Block 17/6890	V	1, 2, 3	5/14 & 5/15	11	\$500.00	\$5,075.00	Cameron Simmons
28	1514 KINGSLEY	Lot 6C, Block 1/4342	V	1, 2, 3	5/14 & 5/15	15	\$2,000.00	\$15,103.00	Zarina Persaud
29	6760 LA GRANGE	Lot 25, Block 5/8294	I	1, 2, 3	5/14 & 5/15	18	\$20,000.00	\$55,000.00	Melake Belai
30	8326 LAKE ANNA	Lot 4, Block 7864	V	1, 2, 3	5/14 & 5/15	13	\$2,000.00	\$15,100.00	Diana I. Celis
31	2524 MARJORIE	Lot 3, Block 5/5157	V	1, 2, 3	5/14 & 5/15	10	\$1,000.00	\$9,990.00	Gloria Figueroa and Kevin A. Velasquez
32	2431 MARJORIE	The south 47.5 feet of Lot 11, Block F/5152	V	1, 2, 3	5/14 & 5/15	2	\$1,000.00	\$1,200.00	Jamela Siddiqi
33	2812 MATERHORN	Lot 10, Block A/7312	V	1, 2, 3	5/14 & 5/15	15	\$3,000.00	\$37,229.00	David Anderson
34	2815 MCDERMOTT	Tract 21 (A 50x135, more or less), Block A/1969	V	1, 2, 3	5/14 & 5/15	6	\$1,000.00	\$3,131.00	County Land and Water LLC
35	2230 MOFFATT	Lot 15, Block 1/5851	V	1, 2, 3	5/14 & 5/15	13	\$1,000.00	\$11,990.00	Gloria Figueroa and Kevin A. Velasquez
36	2322 MOFFATT	Lot 11, Block 2/5851	V	1, 2, 3	5/14 & 5/15	10	\$1,000.00	\$7,250.00	Texas Auctions DFW, LLC
37	2226 MOFFATT	Lot 16, Block 1/5851	V	1, 2, 3	5/14 & 5/15	9	\$1,000.00	\$11,999.00	Gloria Figueroa and Kevin A. Velasquez
38	1439 E. OVERTON	Lot 4, Block 2/4067	I	1, 2, 3	5/14 & 5/15	16	\$10,000.00	\$31,556.00	George M. Edwards and Teresa R. Edwards
39	1409 PENNSYLVANIA	Lot 9, Block 10/1155	V	1, 2, 3	5/14 & 5/15	19	\$2,000.00	\$25,999.99	Andor Properties, LLC
40	1929 RED CLOUD	Lot 18, Block 1/6711	I	1, 2, 3	5/14 & 5/15	10	\$10,000.00	\$27,760.00	Jason Raofpur
41	4515 ROBERTS	Lot 7, Block C/1775	V	1, 2, 3	5/14 & 5/15	7	\$1,000.00	\$3,333.00	Title & Title Properties, LLC
42	4041 ROBERTSON	Lot 16, Block 2/8260	V	1, 2, 3	5/14 & 5/15	10	\$2,000.00	\$12,529.00	David Anderson
43	2718 SILKWOOD	Lot 12, Block 2/7072	I	1, 2, 3	5/14 & 5/15	5	\$7,000.00	\$13,800.00	Jose Gonzalez
44	1 SPARROW (aka 2000 Plainfield)	Block 8527	V	1, 2, 3	5/14 & 5/15	13	\$7,500.00	\$30,112.00	JLK Global Investment, LLC
45	3639 SPRING	Lot 17, Block 9/1829	V	1, 2, 3	5/14 & 5/15	2	\$1,000.00	\$1,850.00	Jose Gonzalez
46	2702 SPRINGDALE	Lot 9, Block 6/1829	V	1, 2, 3	5/14 & 5/15	3	\$1,000.00	\$1,850.00	Jose Gonzalez

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TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
EXHIBIT A

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/IMP	OWNED BY TAXING ENTITIES	DMN DATES ADVERTISEMENT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER
47	3327 SPRINGVIEW	Lot 20, Block B/6088	V	1, 2, 3	5/14 & 5/15	5	\$2,000.00	\$10,851.00	Gloria Figueroa and Kevin A. Velasquez
48	3038 SPRINGVIEW	Lot 38, Block F/6088	V	1, 2, 3	5/14 & 5/15	5	\$2,000.00	\$10,951.00	Gloria Figueroa and Kevin A. Velasquez
49	2429 TALCO	Lot 17, Block A/6858	V	1, 2, 3	5/14 & 5/15	9	\$2,000.00	\$12,529.00	David Anderson
50	6495 TUMBLING CREEK	Lot 28, Block 5/6883	V	1, 2, 3	5/14 & 5/15	11	\$2,000.00	\$8,501.50	Kantering LLC
51	1213 WALMSLEY	Part of Lot 4, Block 5/3966	V	1, 2, 3	5/14 & 5/15	22	\$2,000.00	\$53,529.00	David Anderson
52	3518 YORK	Lot 5, Block 3/2129	V	1, 2, 3	5/14 & 5/15	8	\$1,000.00	\$5,250.00	Texas Auctions DFW, LLC

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**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
EXHIBIT B**

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/IMP	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER	CONTRACT IDENTIFICATION NUMBER
1	2111 ARDEN	Lot C, Block 3/5839	V	16	\$2,000.00	\$12,529.03	KW New Vision Properties and Land, Inc.	DEV-2017-00002118
2	4519 BRADSHAW	Lot 6, Block B/1775	V	10	\$5,00.00	\$5,550.00	Texas Auctions DFW, LLC	DEV-2017-00002119
3	4626 BRADSHAW	Lot 16, Block E/1776	V	9	\$1,000.00	\$3,444.00	Title & Title Properties, LLC	DEV-2017-00002122
4	1215 CLAUDE	The east half of Lot 5, Block E/3365	V	8	\$2,000.00	\$7,999.90	Kantering LLC	DEV-2017-00002115
5	5019 COLONIAL	Lot 52 and the south half of Lot 53, Block 2247	V	7	\$2,000.00	\$6,759.00	Title & Title Properties, LLC	DEV-2017-00002123
6	4603 ELECTRA	Lot 16, Block E/1775	V	17	\$500.00	\$9,999.50	Kantering LLC	DEV-2017-00002116
7	1639 GARDEN	Lot 10, Block 4/2119	I	7	\$10,000.00	\$15,777.00	Jomel MTG, LLC	DEV-2017-00002114
8	2712 GOULD	Lot 21, Block 4/1117	V	15	\$2,000.00	\$13,568.00	Scrumptious LLC	DEV-2017-00002147
9	2905 HOLMES	Lot 2, Block 5/1139	V	15	\$2,000.00	\$14,999.99	Andor Properties, LLC	DEV-2017-00002111
10	2815 MCDERMOTT	Tract 21 (A 50x135, more or less), Block A/1969	V	6	\$1,000.00	\$3,131.00	County Land and Water LLC	DEV-2017-00002113
11	2322 MOFFATT	Lot 11, Block 2/5851	V	10	\$1,000.00	\$7,250.00	Texas Auctions DFW, LLC	DEV-2017-00002120
12	1409 PENNSYLVANIA	Lot 9, Block 10/1155	V	19	\$2,000.00	\$25,999.99	Andor Properties, LLC	DEV-2017-00002112
13	4515 ROBERTS	Lot 7, Block C/1775	V	7	\$1,000.00	\$3,333.00	Title & Title Properties, LLC	DEV-2017-00002124
14	1 SPARROW (aka 2000 Plainfield)	Block 8527	V	13	\$7,500.00	\$30,112.00	JLK Global Investment, LLC	DEV-2017-00002146
15	6495 TUMBLING CREEK	Lot 28, Block 5/6883	V	11	\$2,000.00	\$8,501.50	Kantering LLC	DEV-2017-00002117
16	3518 YORK	Lot 5, Block 3/2129	V	8	\$1,000.00	\$5,250.00	Texas Auctions DFW, LLC	DEV-2017-00002121

AGENDA ITEM # 35

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 30S

SUBJECT

A resolution authorizing the conveyance of a wastewater easement containing approximately 584 square feet to the City of Garland for the construction, maintenance and use of drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Sea View and Lakebreeze Drives - Revenue: \$1,000

BACKGROUND

This item authorizes the conveyance of a wastewater easement containing approximately 584 square feet to the City of Garland for the construction, maintenance and use of drainage facilities across City-owned land located at Lake Ray Hubbard near the intersection of Sea View and Lakebreeze Drives. This property will be used for the City of Garland's Heron's Bay Project. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Revenue - \$1,000

MAP

Attached



SURPLUS PROPERTY:

Lake Ray Hubbard near Sea View and Lakebreeze Drives



June 28, 2017

WHEREAS, the City of Dallas owns a tract of land which is used for Lake Ray Hubbard; and

WHEREAS, the City of Garland has requested a wastewater easement on said land for the construction, maintenance and use of drainage facilities containing approximately 584 square feet of land, located near the intersection of Sea View and Lakebreeze Drives, City of Garland, Dallas County, Texas; and being more fully described in Exhibit "A" attached hereto and made a part of hereof for all purposes; and

WHEREAS, the Interlocal Agreement and Lease between the City of Dallas and City of Garland dated July 20, 1999, contemplates the granting of easement rights.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That upon receipt of **ONE THOUSAND DOLLARS AND NO/100 (\$1,000.00)** from the City of Garland, the City Manager or designee is hereby authorized to execute a Wastewater Easement, to be attested by the City Secretary, approved as to form by the City Attorney.

SECTION 2. That the sale proceeds shall be deposited into the Water and Sewer Revenue Fund, Fund 0100, Department DWU, Unit 7005, Revenue Code 8428 and Department of Sustainable Development and Construction, Real Estate Division shall be reimbursed for the costs of obtaining legal description, appraisal and other administrative costs incurred. The reimbursement processed shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011.

SECTION 3. That this contract is designated as Contract No. DEV-2017-00002227.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: 
Assistant City Attorney

**WASTEWATER EASEMENT
BEING IN 8.29 ACRES
JOHN LITTLE SURVEY, ABSTRACT NO. 761
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Exhibit A

BEING a parcel of land located in the City of Dallas, Dallas County, Texas, a part of the John Little Survey, Abstract No. 761, and being a part of the City of Dallas Take Line for Lake Ray Hubbard Map Number 612D-1, Page 187, and also being a part of that called Second Tract-8.29 acres) described in deed to the City of Dallas as recorded in Volume 474, Page 326, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a City of Dallas Water Department Monument stamped "039-1/06-7" found for corner, said point being the south corner of said 8.29 acre tract, said point being in the north line of Lot 11, Block 8, The Shores of Eastern Hills No. 4, an addition to the City of Garland as recorded in Volume 2002173, Page 48, Deed Records of Dallas County, Texas, said point also being in the east corner of that called 63.380 acre parcel of land described in special warranty deed to First Texas Home, Inc. as recorded in Document Number 201700017307, Official Public Records of Dallas County, Texas;

THENCE North 34 degrees 23 minutes 33 seconds West, 348.55 feet along the southwest line of said 8.29 acre tract and along the northeast line of said 63.380 acre tract to the POINT OF BEGINNING of this easement;

THENCE North 34 degrees 23 minutes 33 seconds West, 25.95 feet along the southwest line of said 8.29 acre tract and along the northeast line of said 63.380 acre tract to a point for corner, from which said point for corner bears North 34 degrees 23 minutes 33 seconds West, 77.25 feet to a one-half inch iron rod ("039-2") found for corner in the southwest line of said 8.29 acre tract, said point also being in the northeast line of said 63.380 acre tract;

THENCE North 16 degrees 01 minutes 51 seconds East, 29.19 feet to a point for corner, said point being in the northeast line of a 15 foot wide sanitary sewer easement as recorded in Volume 85083, Page 3487, Deed Records of Dallas County, Texas;

THENCE South 34 degrees 23 minutes 33 seconds East, 25.95 feet along the northeast line of said 15' wide sanitary sewer easement to a point for corner;

THENCE South 16 degrees 01 minutes 51 seconds West, 29.19 feet to the to the POINT OF BEGINNING and containing 584 square feet or 0.013 acres of land.

Mark W. Harp

MARK W. HARP
R.P.L.S. NO. 6425
JANUARY 09, 2017

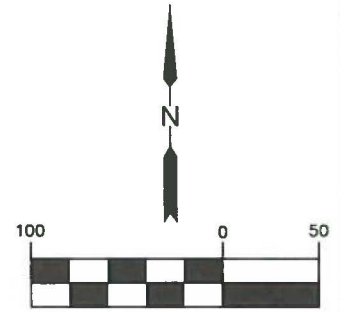


WASTEWATER EASEMENT BEING IN 8.29 ACRES JOHN LITTLE SURVEY, ABSTRACT NO. 761 CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

LEGEND

P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
I.R.F. IRON ROD FOUND
CM CONTROL MONUMENT
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS
DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS
DALLAS COUNTY, TEXAS



(IN FEET)
1 inch = 100' ft.

LOT 1, BLOCK 7
EMERALD LAKE
NO.2
VOLUME 2005033,
PAGE 560
O.P.R.D.C.T.

LOT 18, BLOCK 18
COMMON AREA,
MAINTENANCE, ACCESS &
DRAINAGE EASEMENT
1/2"
I.R.F.
"039-2"
(CM)

APPROXIMATE LIMITS OF
THE 100 YEAR FLOOD
PLANE PER FEMA FLOOD
INSURANCE RATE MAP
NUMBER 48113C080L,
DATED JULY 7, 2014.

20' WASTEWATER
EASEMENT
584 SQUARE FEET
0.013 ACRES

CITY OF DALLAS
LAKE RAY HUBBARD
(SECOND TRACT-
CALLED 8.29 ACRES)
VOL. 474, PG. 326
D.R.D.C.T.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N34°23'33"W	25.95'
L2	N16°01'51"E	29.19'
L3	S34°23'33"E	25.95'
L4	S16°01'51"W	29.19'

P.O.B.

EX. 15' SANITARY ESMT.
VOL. 85083, PG. 3487

EX. 20' SLUDGE
TRANSFER ESMT.
VOL. 92167, PG. 3487

FIRST TEXAS HOMES, INC.
(CALLED 63.380 ACRES)
DOC. NO. 201700017307
O.P.R.D.C.T.

FUTURE HERON'S BAY
ESTATES NO. 3 ADDITION

P.O.C.

CITY OF DALLAS
WATER DEPARTMENT
MONUMENT FOUND
STAMPED "039-1/06-7"
(CM)



Mark W. Harp
MARK W. HARP
R.P.L.S. NO. 6425
JANUARY 09, 2017

THE SHORES OF EASTERN HILLS NO. 4
VOLUME 2002173, PAGE 48
D.R.D.C.T.

 TBPE No. F-438 TBPLS No. 10076000		SANTARY SEWER EASEMENT	
		JOHN LITTLE SURVEY, ABSTRACT NO. 761	
CITY OF DALLAS, DALLAS COUNTY, TEXAS			
OPER. NAME	FILE NAME	SCALE	DATE
MWH	ESMT SSE1.DWG	1"=100'	01/04/17
SURV. TECH	FOLDER	FILE NUMBER	
MDD	PAGE 2 OF 2		

BEARINGS BASED ON MONUMENTS FOUND ALONG THE NORTHEAST LINE OF DEED TO FIRST TEXAS HOMES, INC. AS RECORDED IN DOCUMENT NUMBER 201700017307, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS. BEARING HELD AS NORTH 34 DEGREES 23 MINUTES 33 SECONDS WEST AS SHOWN ON THE SURVEY.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45P

SUBJECT

An ordinance granting a revocable license to Latin Deli Corporation for the use of approximately 128 square feet of land to occupy, maintain, and utilize a sidewalk cafe and four planters on a portion of Market Street right-of-way, located near the intersection of Commerce and Market Streets - Revenue: \$200 annually and \$100 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a revocable license to Latin Deli Corporation for the use of approximately 128 square feet of land to occupy, maintain, and utilize a sidewalk cafe and four planters on a portion of Market Street right-of-way, located near the intersection of Commerce and Market Streets. The use of this area will not impede pedestrian or vehicular traffic.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this item on June 16, 2017.

FISCAL INFORMATION

Revenue - \$200 annually and \$100 one-time fee, plus the \$20 ordinance publication fee

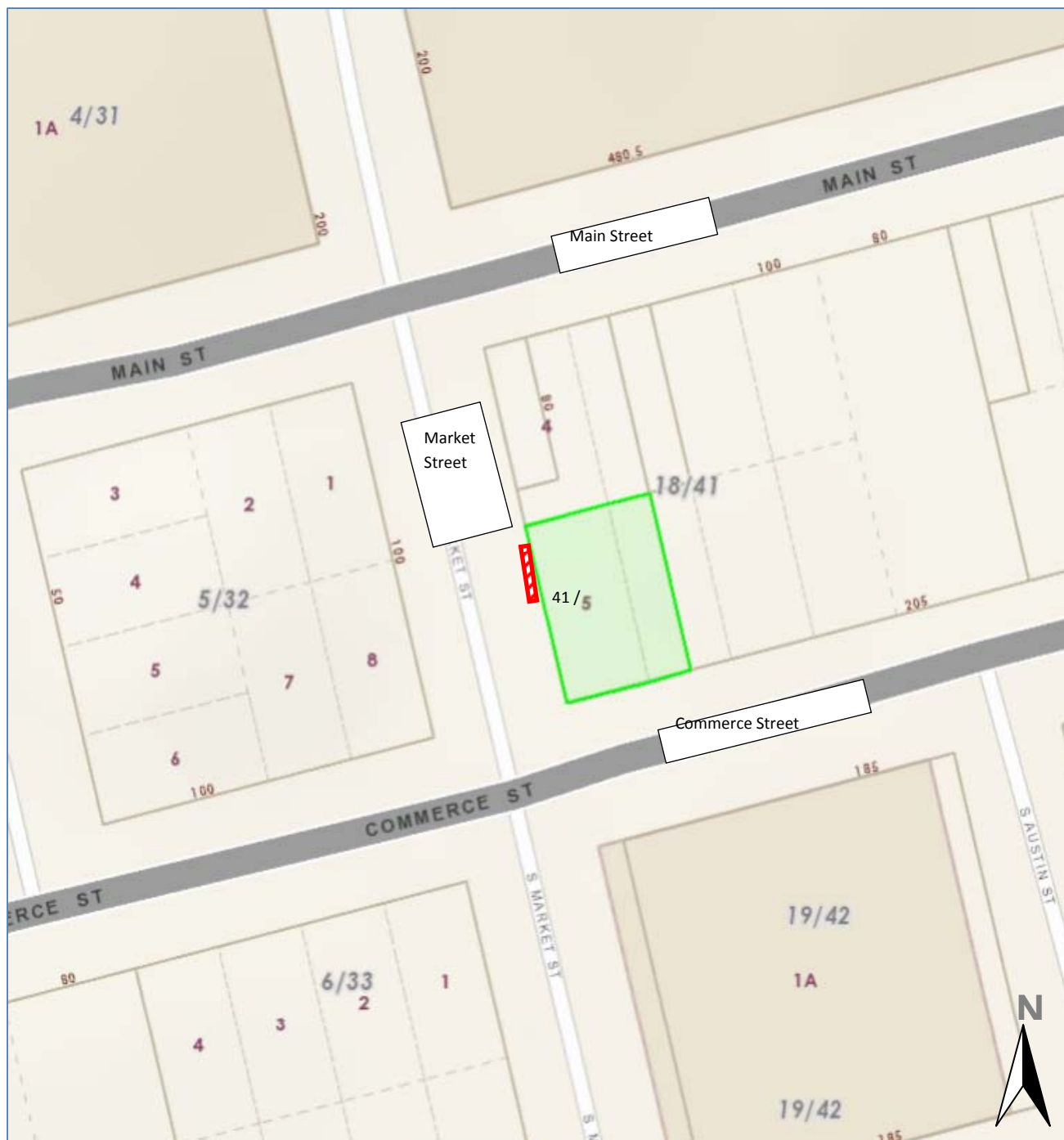
OWNER

Latin Deli Corporation

Fernando Barrera, President

MAP

Attached



 LICENSE AREA

ORDINANCE NO. _____

An ordinance granting a revocable license to Latin Deli Corporation to occupy, maintain and utilize a portion of Market Street right-of-way located near the intersection of Commerce and Market Streets adjacent to City Block 41 within the limits hereinafter more fully described, for the purpose of occupying, maintaining and utilizing a sidewalk café and four planters; providing for the terms and conditions of this license; providing for the annual and one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

ooo0ooo

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That a revocable license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Latin Deli Corporation, a Texas corporation, its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of three years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **TWO HUNDRED AND NO/100 (\$200.00) DOLLARS** annually for the license herein granted, for the sidewalk café, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **TWO HUNDRED AND NO/100 (\$200.00) DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2017. In addition, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code, **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **ONE HUNDRED AND NO/100 (\$100.00) DOLLARS**, for the license herein granted for the four planters said sum to be paid prior to the final passage of

SECTION 3. (continued)

this ordinance and shall cover the total consideration for said purpose during the license term. Such annual and one-time fee consideration, collectively, shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: occupy, maintain, and utilize a sidewalk café and four planters.

SECTION 5. That this license is subject to the provisions set forth in EXHIBIT B, attached hereto and made a part hereof.

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right to terminate and cancel this license, at will, by resolution passed by said Governing Body. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and

SECTION 6. (continued)

GRANTEE or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in EXHIBIT B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 7. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** must not place any items within eighteen inches of the curb. If designed concrete, pavers or other specialty materials are used for the sidewalk that they are not within eighteen inches of the curb or the designated concrete, pavers or specialty material used must have the ability to be easily removed or have sign post place. The parking meters and on-street parking should not be removed or obstructed from use.
- b) **GRANTEE** must provide a minimum of five feet of pedestrian clear zone.
- c) **GRANTEE** must provide a final configuration of accessible path along this area that must meet Americans with Disability Act and Texas Accessibility Standard requirements. In addition to the required building permits, a right-of-way permit must be applied for and issued prior to any work within the right-of-way.

SECTION 8. That upon the effectiveness of this ordinance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of

SECTION 8. (continued)

License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 9. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns

SECTION 10. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restriction and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within ten days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fees pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this contract is designated as Contract No. DEV-2016-00001335.

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

DAVID COSSUM, Director

Department of Sustainable Development and Construction

BY:



Assistant City Attorney

BY:



Assistant Director

Passed _____.

EXHIBIT A

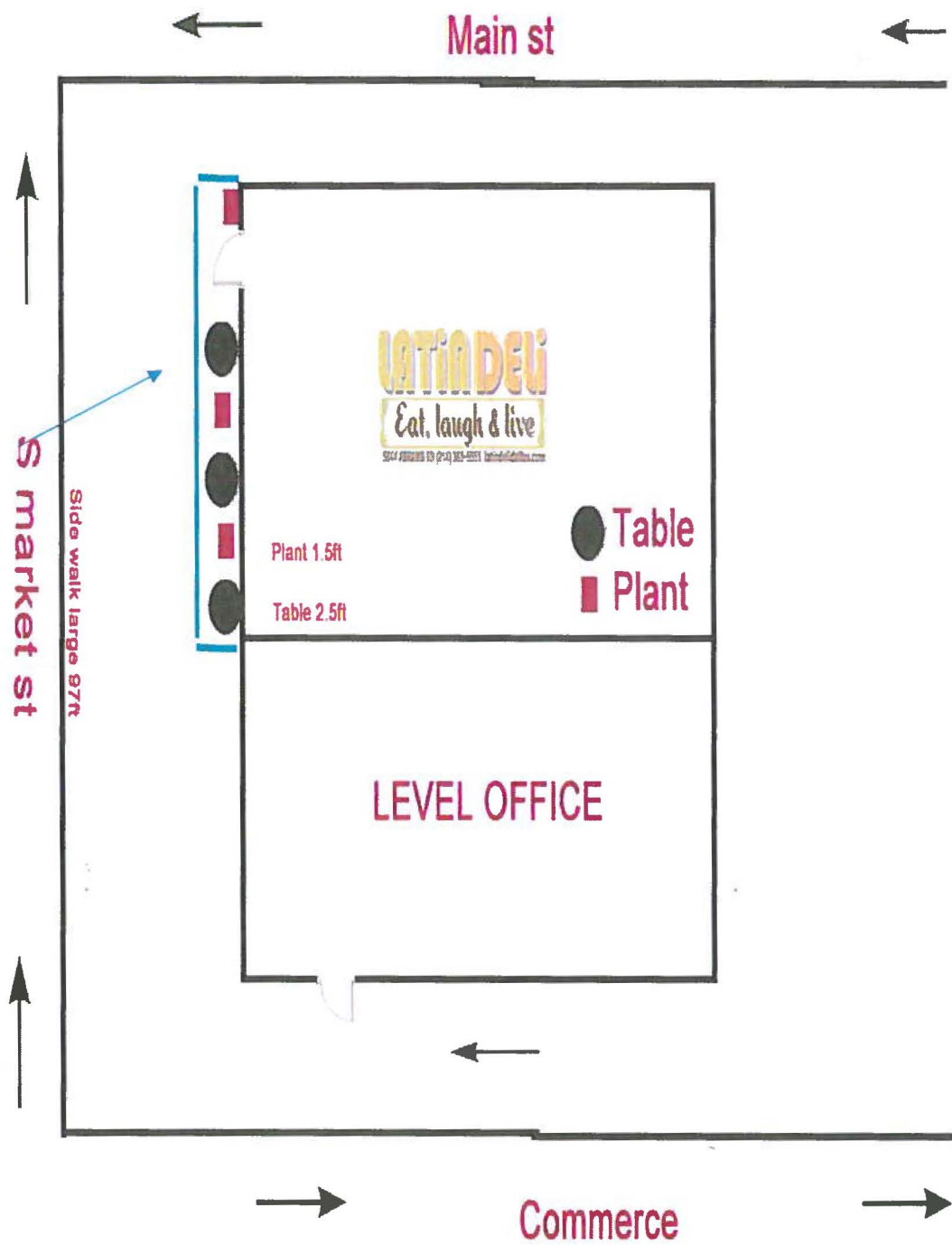
Latin Deli will need

32 Sqft. long
4 Sqft. Wide

Total of 128 square feet

License Area

Sidewalk Café with
planters



**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of whether such damage is due to

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

AGENDA ITEM # 37

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 13
DEPARTMENT: Sustainable Development and Construction
CMO: Majed Al-Ghafry, 670-3302
MAPSCO: 23R

SUBJECT

An ordinance abandoning a water and sanitary sewer easement to Hopkins Walnut Hill Plaza, LTD., the abutting owner, containing approximately 10,250 square feet of land, located near the intersection of Marsh and Walnut Hill Lanes - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a water and sanitary sewer easement to Hopkins Walnut Hill Plaza, LTD., the abutting owner. The area will be included with the property of the abutting owner to eliminate an existing easement no longer needed for the continued use of a grocery store. The cost of the abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Revenue - \$5,400, plus the \$20 ordinance publication fee

OWNER

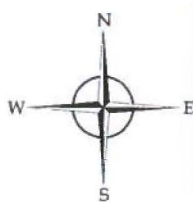
Hopkins Walnut Hill Plaza, LTD.

Hopkins Retail, Inc.

Michael J. Hopkins, President

MAP

Attached



ABANDONMENT AREA
WATER AND SANITARY SEWER MAIN EASEMENT

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a water and sanitary sewer easement, located in City Block A/6226 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Hopkins Walnut Hill Plaza, LTD; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Hopkins Walnut Hill Plaza, LTD, a Texas limited partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. That this contract is designated as Contract No. DEV-2017-00001672.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

DAVID COSSUM, Director

Department of Sustainable Development and
Construction

BY:


Assistant City Attorney

BY:


Assistant Director
SOR

Passed _____.

Exhibit A

**25' WATER AND SANITARY SEWER EASEMENT ABANDONMENT
MARSH HILL VILLAGE SHOPPING CENTER
LOT 1B, BLOCK A/6226
BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 10,250 SQUARE FEET (0.2353 ACRES) TRACT OF LAND SITUATED IN THE BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT 1B IN BLOCK A/6226 OF MARSH HILL VILLAGE SHOPPING CENTER, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 90093, PAGE 3771, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 25' WATER & SANITARY SEWER EASEMENT AS CREATED IN VOLUME 4562, PAGE 374 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND ALSO BEING A PART OF THE 5.8513 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO HOPKINS WALNUT HILL PLAZA, LTD, AS RECORDED UNDER INSTRUMENT NO. 201700012040 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN "X" CUT SET IN CONCRETE FOR THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF MARSH LANE (100 FEET WIDE, FORMERLY COUNTY ROAD 199, PARTIALLY DESCRIBED IN AN EASEMENT FOR STREET PURPOSES, RECORDED IN VOLUME 4452, PAGE 490, DEED RECORDS, DALLAS COUNTY, TEXAS) WITH THE NORTH RIGHT-OF-WAY LINE OF WALNUT HILL LANE (VARIABLE WIDTH AT THIS POINT, FORMERLY COUNTY ROAD 286, PARTIALLY DESCRIBED IN SAID EASEMENT FOR STREET PURPOSES, RECORDED IN VOLUME 4452, PAGE 490, DEED RECORDS, DALLAS COUNTY, TEXAS);

THENCE NORTH AND FOLLOWING ALONG THE EAST LINE OF SAID MARSH LANE AND PASSING AT A DISTANCE OF 125.30 FEET THE NORTHWEST CORNER OF LOT 4, BLOCK A/6226, OF MARSH HILL VILLAGE SHOPPING CENTER NO. 3, PHASE A, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 97110, PAGE 5824 OF THE MAP RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING ALONG THE EAST LINE OF SAID MARSH LANE FOR A TOTAL DISTANCE OF 360.61 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH AND CONTINUING ALONG THE EAST LINE OF SAID MARSH LANE FOR A DISTANCE OF 25.00 FEET TO A POINT FOR CORNER;

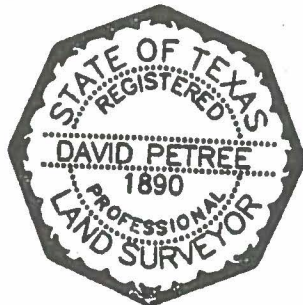
THENCE NORTH 89° 25' 24" EAST AND DEPARTING THE EAST LINE OF SAID MARSH LANE FOR A DISTANCE OF 410.09 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00° 27' 31" WEST FOR A DISTANCE OF 25.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89° 25' 24" WEST FOR A DISTANCE OF 409.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,250 SQUARE FEET (0.2353 ACRES) OF LAND, MORE OR LESS. BASIS OF BEARINGS FOR THIS DESCRIPTION BEING (NORTH) FOR THE WEST LINE OF LOT 1B, BLOCK A/6226 OF MARSH HILL VILLAGE SHOPPING CENTER AS RECORDED UNDER VOLUME 90093, PAGE 3771 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

David Petree

DAVID PETREE
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 1890



(For SPRG Use Only)

Reviewed By: A. Rodriguez
Date: 4/28/17
SPRG NO. 4004

SHEET 1 OF 3



BLUE SKY SURVEYING
& MAPPING, CORPORATION
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
PHONE: (214) 358-4500
FAX: (214) 358-4600
DRPETREE@BLUESKYSURVEYING.COM
TBPLS REGISTRATION No. 10105700

**25' WATER & SANITARY
SEWER EASEMENT ABANDONMENT
MARSH HILL VILLAGE SHOPPING CENTER
LOT 1B - BLOCK A/6226
BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

DATE: APRIL 21, 2017
SCALE: 1"=100'

F:\MarshWalnutHill\ec\Easement Exhibit 2017

Exhibit A

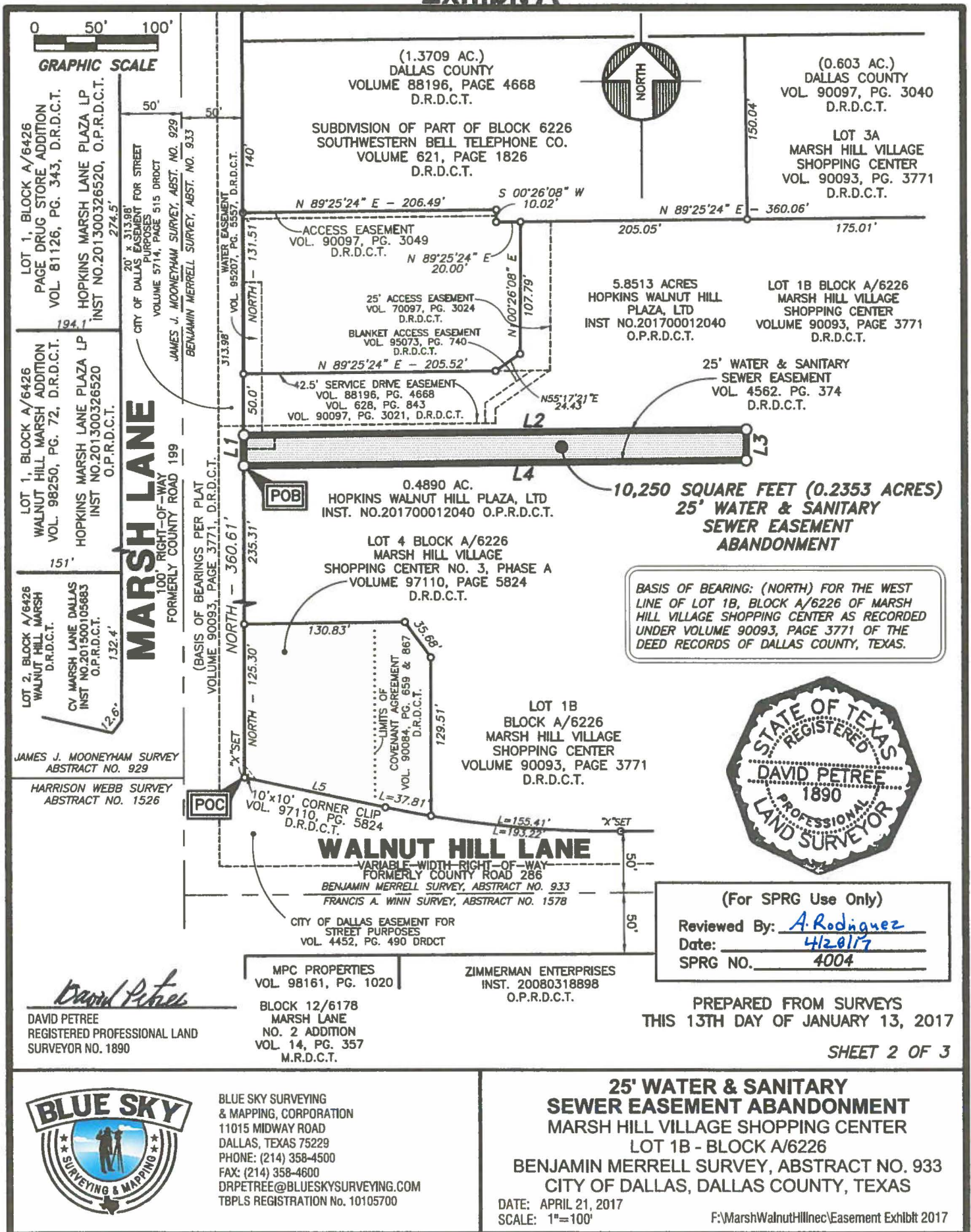
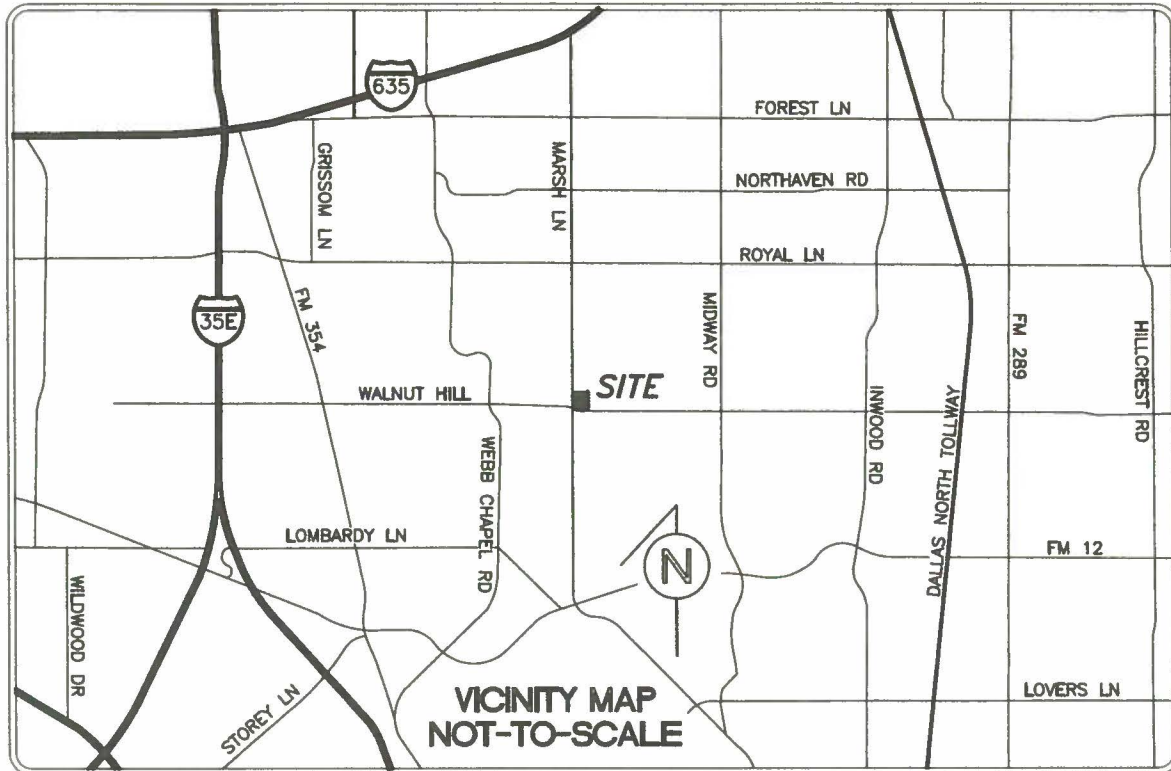


Exhibit A



~ LINE TABLE ~

NO.	BEARING	DISTANCE
L1	NORTH	25.00'
L2	N 89°25'24" E	410.09'
L3	S 00°27'31" W	25.00'
L4	S 89°25'24" W	409.89'
L5	N 78°01'54" W	117.28'

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
I.R.F.	IRON ROD FOUND
CM	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS, DALLAS COUNTY TEXAS

REVIEWED BY

A. Rodriguez
4/28/17
SPRG No. 4004

SHEET 3 OF 3



BLUE SKY SURVEYING
& MAPPING, CORPORATION
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
PHONE: (214) 358-4500
FAX: (214) 358-4600
DRPETREE@BLUESKYSURVEYING.COM
TBPLS REGISTRATION No. 10105700

**25' WATER & SANITARY
SEWER EASEMENT ABANDONMENT**
MARSH HILL VILLAGE SHOPPING CENTER
LOT 1B - BLOCK A/6226

BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DATE: APRIL 21, 2017
SCALE: 1"=100'

F:\MarshWalnutHill\ec\Easement Exhibit 2017

AGENDA ITEM # 38

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45M

SUBJECT

An ordinance abandoning an alley to Epic Dallas Office, LP, Epic Dallas Phase 2, LP, Epic Dallas Residential, LP and Epic Dallas Hotel, LP, the abutting owners, containing approximately 14,675 square feet of land, located near the intersection of Good Latimer Expressway and Pacific Avenue, authorizing the quitclaim; and providing for the dedication of approximately 745 square feet of needed land for street right-of-way - Revenue: \$1,114,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of an alley to Epic Dallas Office, LP, Epic Dallas Phase 2, LP, Epic Dallas Residential, LP and Epic Dallas Hotel, LP, the abutting owners. The area will be included with the property of the abutting owners for the construction of a mixed-use development. The owners will dedicate approximately 745 square feet of land for street right-of-way. The abandonment fee is based on an independent appraisal.

Notices were sent to 23 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 16, 2017.

FISCAL INFORMATION

Revenue - \$1,114,400, plus the \$20 ordinance publication fee

OWNERS

Epic Dallas Office, LP

Epic Dallas Office GP, Inc.
Joseph G. Beard, President

Epic Dallas Phase 2, LP

Epic Dallas Phase 2 GP, Inc.
Joseph G. Beard, President

Epic Dallas Residential, LP

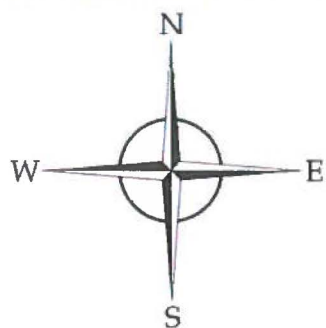
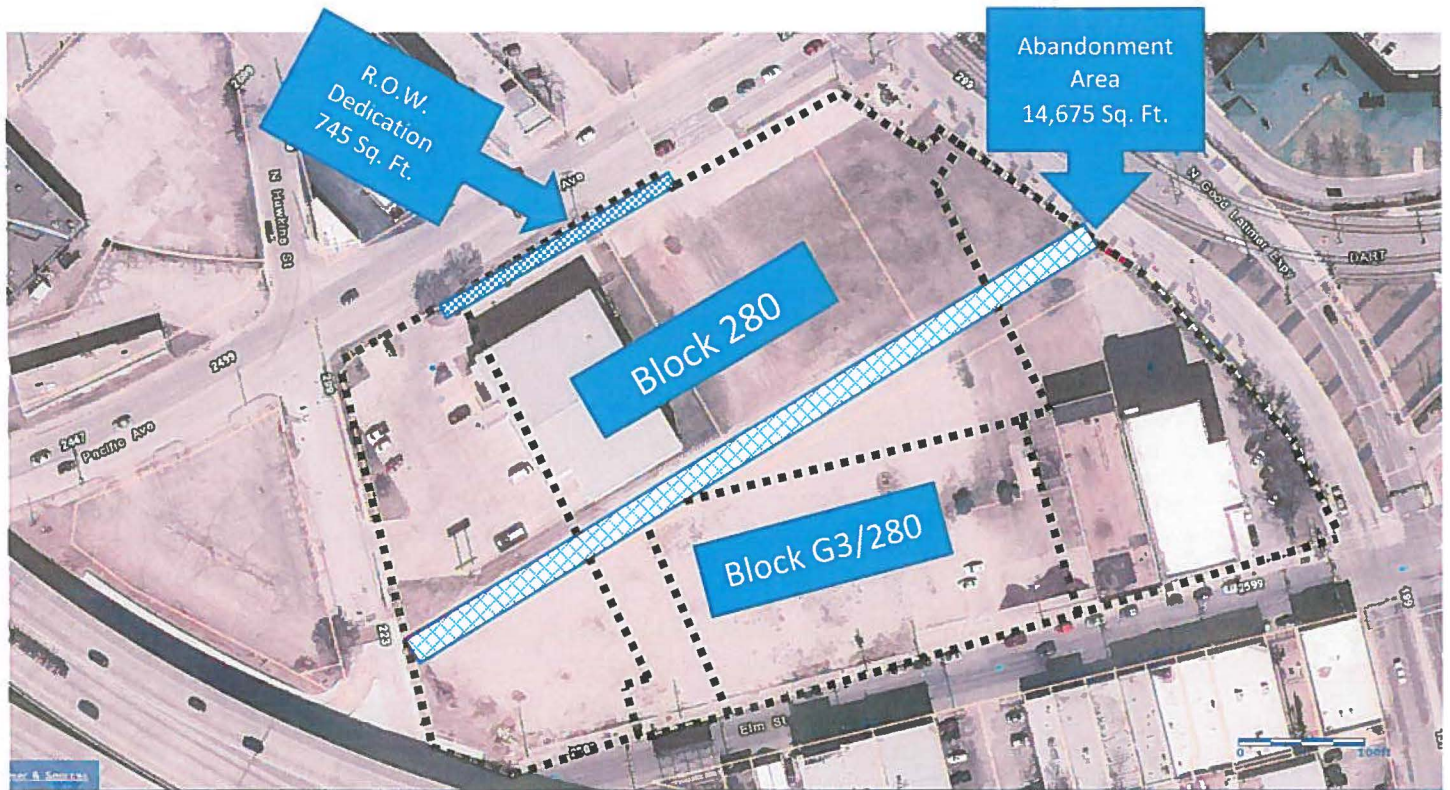
Epic Dallas, Residential, GP Inc.
Joseph G. Beard, President

Epic Dallas Hotel, LP

Epic Dallas Hotel GP, Inc.
Joseph G. Beard, President

MAP

Attached



ABANDONMENT AREA
Alley



DEDICATION AREA
Right Of Way

ORDINANCE NO. _____

An ordinance providing for the abandonment of an alley located adjacent to City Blocks 280 and G3/280 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Epic Dallas Office, LP, Epic Dallas Phase 2, LP, Epic Dallas Residential, LP, Epic Dallas Hotel, LP; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Epic Dallas Office, LP, a Texas limited partnership; Epic Dallas Phase 2, LP, a Texas limited partnership; Epic Dallas Residential, LP, a Texas limited partnership; Epic Dallas Hotel, LP, a Texas limited partnership, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said alley is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ONE MILLION ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,114,400.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 13 and 14, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, future effective date and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE'S** their successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, and their successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, their successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, their successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, their successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE,

SECTION 8. (continued)

Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by General Warranty Deed to the City of Dallas, within 90 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, and insured by an owner’s policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block A/280, containing approximately 745 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit C. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 11. That at such time as the instrument described in Section 10 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 12. That this ordinance and properly executed General Warranty Deed, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record.

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 10 above.

SECTION 14. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, their successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 15. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee.

SECTION 15. (continued)

Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and the completion of the dedication set forth in Section 10, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 16. That this contract is designated as Contract No. DEV-2016-00001054.

SECTION 17. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

DAVID COSSUM, Director

Department of Sustainable Development and Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed _____.

LEGAL DESCRIPTION

Exhibit A

BEING a 14,675 square foot (0.337 acre) tract of land situated in the John Grisby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas; and being all of a variable width alley across City Blocks 280 and G3/280 shown on Goods Addition found unrecorded in Block Book 280 of the Murphy & Bolanz Block and Addition Book Records of Dallas County, Texas; and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "ARS" cap found at the intersection of the west right-of-way line of Good-Latimer Expressway (a variable width right-of-way) and the north line of said alley and being the southeast corner of that tract of land described as "Tract II" in Special Warranty Deed to Westdale Properties America I, Ltd. recorded in Volume 98079, Page 4958 of the Deed Records of Dallas County, Texas;

THENCE with said west right-of-way line of Good-Latimer Expressway, the following courses and distances:

South 53°38'33" East, a distance of 8.63 feet to a MAG nail set for corner;

South 44°51'03" East, a distance of 19.18 feet to a MAG nail set for the northeast corner of a tract of land described as "Tract III" in Special Warranty Deed to Westdale Properties America I, Ltd. recorded in Volume 98079, Page 4958 of said Deed Records and at the intersection of said west right-of-way line of Good-Latimer Expressway and the south line of said alley;

THENCE with said south line of the alley and the north line of said "Tract III", South 59°24'25" West, a distance of 640.17 feet to a 1/2" iron rod with cap stamped "R.W. Coombs 5294" found for corner at the intersection of the northwest corner of said Tract III and the east right-of-way line of North Hawkins Street (a 50-foot wide right-of-way);

THENCE with said east right-of-way line of North Hawkins Street, North 14°57'00" West, a distance of 20.51 feet to a "X" cut found in concrete for the southwest corner of a tract of land described in Special Warranty Deed to Westdale Properties America I, LTD. recorded in Instrument No. 201600085773 of the Official Public Records of Dallas County, Texas;

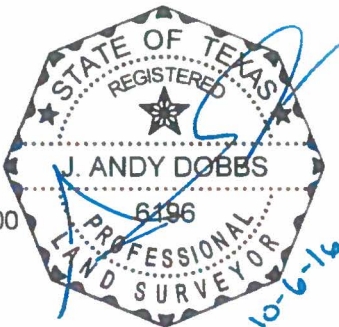
THENCE with said north line of the alley, North 58°47'14" East, passing at a distance of 297.80 feet a 1/2-inch iron rod found for the southeast corner of said 1.295 acre tract and the southwest corner of a called 0.872 acre tract described in Texas Special Warranty Deed to Westdale Properties America I, Ltd. recorded in Volume 2002139, Page 3329 of said Deed Records; passing a combined distance of 476.93 feet the southeast corner of said 0.872 acre tract and the southwest corner of said "Tract II"; continuing in all a total distance of 626.58 feet to the **POINT OF BEGINNING** and containing 14,675 square feet or 0.337 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 10/7/16
SPRG NO: 3885

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
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PH. 972-770-1300
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ALLEY ABANDONMENT
BEING ALL OF A VARIABLE WIDTH
ALLEY ACROSS BLOCK 280 & G3/280
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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FIRM # 10115500

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	JAD	APRIL 2016	064405602	1 OF 3

(MATCHLINE SEE SHEET 2)



CITY BLOCK 280
CALLED 1.295 ACRES
WESTDALE PROPERTIES AMERICA I, LTD.
INST NO. 201600085773
O.P.R.D.C.T.
N. HAWKINS STREET
(A 50' RIGHT-OF-WAY)
FORMALLY LEONARD STREET
ORDINANCE NO. 1-A
215.4'

0.337 ACRES
14,675 SQ. FT.

CITY BLOCK G3/280
TRACT III
WESTDALE PROPERTIES
AMERICA I, LTD.
VOL. 98079, PG. 4958
D.R.D.C.T.

ELM STREET

1/2-INCH IRON ROD
W/ R. W. COOMBS 5294"
CAP FOUND (C.M.)

CITY OF DALLAS
VOL. 10086, PG. 2002
D.R.D.C.T.

CITY BLOCK 270 1/2
TRACT IV
WESTDALE PROPERTIES
AMERICA I, LTD.
VOL. 98079, PG. 4958
D.R.D.C.T.

INTERSTATE
HIGHWAY 345
(VARIABLE WIDTH R.O.W.)
151.8'

CALL 43,357 SQ. FT.
STATE OF TEXAS
VOL. 71065, PG. 1740
D.R.D.C.T.

5/8-INCH IRON ROD W/ CITY
OF DALLAS' CAP FOUND
(C.M.)

STATE OF TEXAS
VOL. 68060, PG. 1840
VOL. 68060, PG. 1846
VOL. 68060, PG. 1834
D.R.D.C.T.

PART OF TRACT 24
AVALON WORD STILL AND
PATRICIA WORD PHILLIPS
VOL. 3874, PG. 85
D.R.D.C.T.

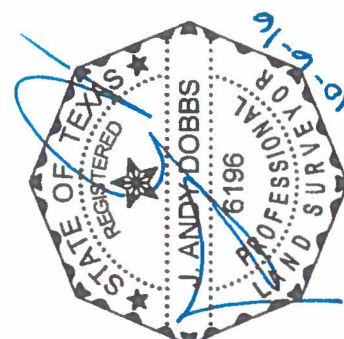
(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 10/7/16
SPRG NO: 3885

LEGEND

- C.M. = CONTROLLING MONUMENT
- P.O.B. = POINT OF BEGINNING
- MNS = MAG NAIL SET
- XF = "X" CUT IN CONCRETE FOUND
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS

ALLEY ABANDONMENT

BEING ALL OF A VARIABLE WIDTH
ALLEY ACROSS BLOCK 280 & G3/280
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS



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NOTES

Bearing system based on the Texas Coordinate
System of 1983, North Central Zone (4202),
North American Datum of 1983 (2011).

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	MTC	JAD	APRIL 2016	064405602	3 OF 3

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

LEGAL DESCRIPTION

EXHIBIT C

BEING a 745 square foot or 0.0171 acre tract of land situated in the John Grisby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas; and being part City of Dallas Block No. 280, and being part of a 1.295 acre tract of land described in Special Warranty Deed to Westdale Properties America I, Ltd. recorded in Instrument No. 201600085773 of the Official Public Records of Dallas County, Texas, and being part of that called 0.872 acre tract described in Texas Special Warranty Deed to Westdale Properties America I, LTD. recorded in Volume 2002139, Page 3329 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with "SUDDS. ASSOC." cap found at the intersection of the east right-of-way line of Hawkins Street (a 50-foot wide right-of-way, formerly Leonard Street) dedicated in Ordinance Book 1A, Page 140 of said Deed Records and the southeast right-of-way line of Pacific Avenue (a variable width right-of-way) described in a document to the City of Dallas recorded in NO.CC 52488-B24, Page 333 of the County Court Records, Dallas County, Texas and being the northwest line of said 1.295 acre tract;

THENCE with said southeast right-of-way line of Pacific Avenue and said northwest line of the 1.295 acre tract, the following courses and distances:

North 44°07'30" East, a distance of 17.11 feet to an "X" cut in concrete found for corner;
North 58°35'30" East, a distance of 90.73 feet to a MAG nail set for the **POINT OF BEGINNING**;

THENCE continuing with said southeast right-of-way line of Pacific Avenue and said northwest line of the 1.295 acre tract, the following courses and distances:

North 58°35'30" East, passing a "X" cut in concrete found north corner of said 1.295 acre tract at a distance of 130.20 and continuing with the northwest line of said 0.872 acre tract in all a total distance of 198.68 feet to a MAG nail found for corner;
South 31°25'13" East, a distance of 3.75 feet to a MAG nail set for corner in the northwest line of a tract of land described in Special Warranty Deed to Epic Dallas Office, LP recorded in Instrument No. 201700027376 of said Official Public Records;

THENCE with said northwest line of the Epic Dallas Office tract, South 58°35'30" West, passing the west corner of said Epic Dallas Office tract at a distance of 186.41 feet and continuing with the northwest line of a tract of land described in Special Warranty Deed to Epic Dallas Phase 2, LP recorded in Instrument No. 201700027377 of said Official Public Records, in all a total distance of 198.68 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

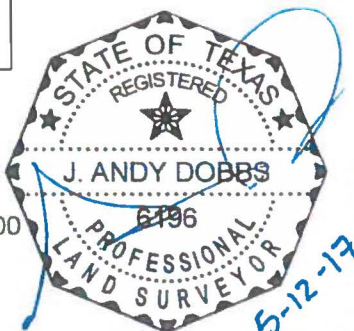
THENCE departing said northwest line of the Epic Dallas Phase 2 tract, North 31°24'30" West, a distance of 3.75 feet to the **POINT OF BEGINNING** and containing 745 square feet or 0.0171 acres of land.

Bearing system based on the State Plane Coordinate System of 1983, Texas North Central Zone (4202), North American Datum of 1983 (2011).

(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 5/19/17
SPRG NO: 4130

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RIGHT-OF-WAY DEDICATION

BEING IN 1.295 ACRES & 0.872 ACRES
CITY OF DALLAS BLOCK 280
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY,
ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

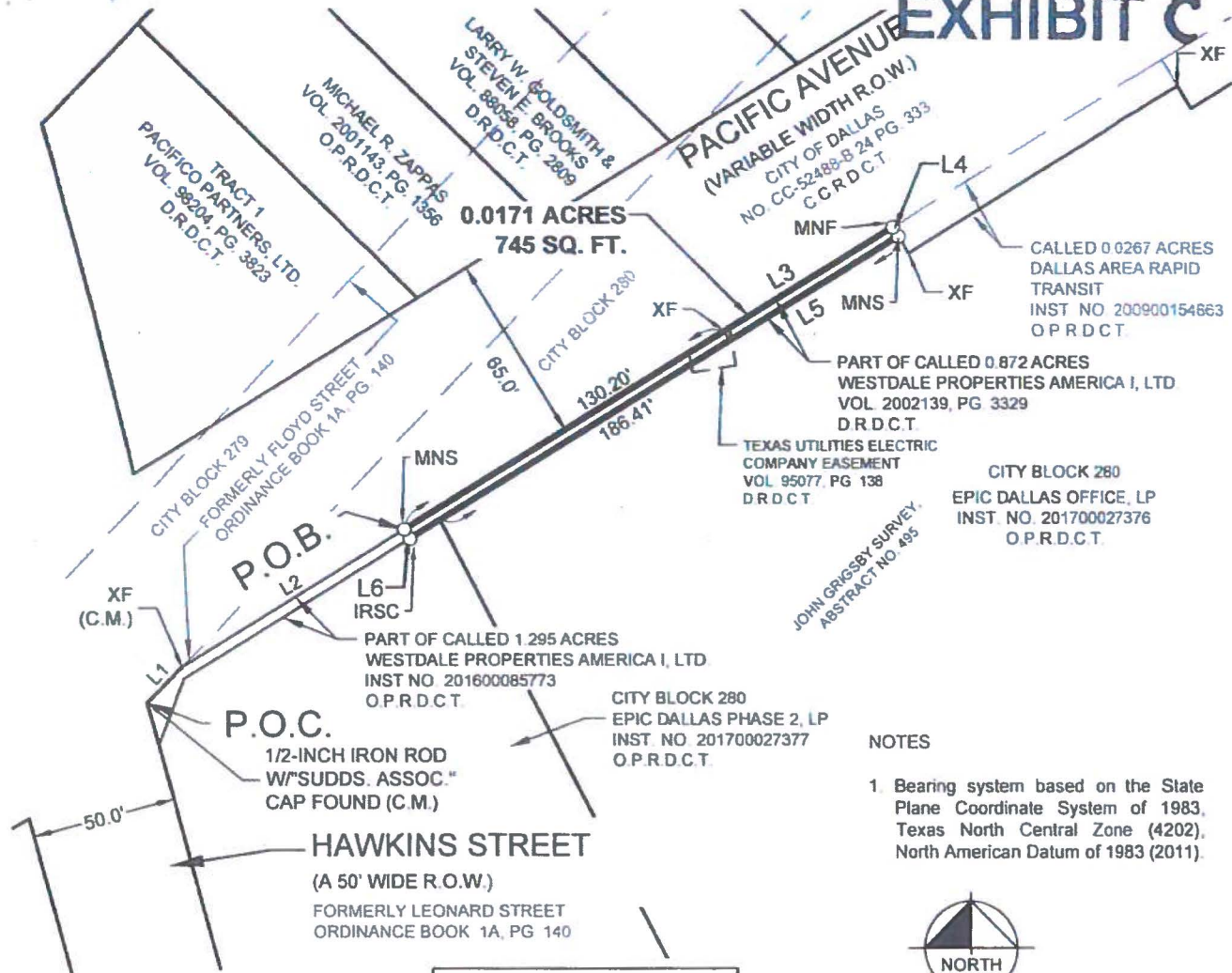
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FIRM # 10115500

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	JAD	MAY 2017	064405602	1 OF 2

EXHIBIT C



NOTES

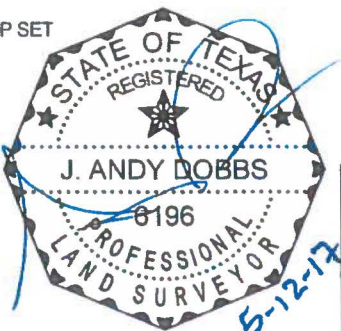
- Bearing system based on the State Plane Coordinate System of 1983, Texas North Central Zone (4202), North American Datum of 1983 (2011).



LEGEND

P.O.C. = POINT OF BEGINNING
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/ "KHA" CAP FOUND
IRF = IRON ROD FOUND
VOL. PG. = VOLUME, PAGE
INST. NO. = INSTRUMENT NUMBER
R.O.W. = RIGHT-OF-WAY
C.M. = CONTROLLING MONUMENT
MNF = MAG NAIL FOUND
MNS = MAG NAIL SET
XF = "X" CUT IN CONCRETE FOUND
C.C.R.D.C.T. = COUNTY COURT RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
XS = "X" CUT IN CONCRETE SET
IRSC = 5/8-INCH IRON ROD WITH "KHA" CAP SET
NO. = NUMBER
SQ. FT. = SQUARE FEET

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LINE TABLE

NO.	BEARING	LENGTH
L1	N44°07'30"E	17.11'
L2	N58°35'30"E	90.73'
L3	N58°35'30"E	198.68'
L4	S31°25'13"E	3.75'
L5	S58°35'30"W	198.68'
L6	N31°24'30"W	3.75'

(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 5/19/17
SPRG NO: 4130

RIGHT-OF-WAY DEDICATION

BEING IN 1.295 ACRES & 0.872 ACRES
CITY OF DALLAS BLOCK 280
AND BEING OUT OF THE
JOHN GRIGSBY SURVEY,
ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

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Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300
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Scale	Drawn by	Checked by	Date	Proj. No.	Sheet No.
1" = 60'	MTG	JAD	MAY 2017	064405602	2 OF 2

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1, 3, 4

DEPARTMENT: Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 44Y 53C D K 63A B D G U 64F N

SUBJECT

Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of three, for construction of Erosion Control Improvements Package A for 15 erosion control improvement projects (list attached) - Not to exceed \$3,263,790 - Financing: 2006 Bond Funds (\$205,105) and 2012 Bond Funds (\$3,058,685)

BACKGROUND

The 2012 Bond Program included funding for the design and construction of erosion control improvement projects including the installation of gabion walls, retaining walls, gabion mattresses, slope and channel improvements to protect structures and to minimize creek bank erosion along various creeks throughout the city.

This action will authorize a contract with Austin Filter Systems, Inc., the lowest responsible bidder of three, for the construction of Erosion Control Improvement Package A - Groups 8, 9A, 10, 11, and 14.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2016
Completed Design	March 2017
Begin Construction	August 2017
Complete Construction	September 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 10, 2016, City Council authorized a professional services contract with Walter P. Moore and Associates for engineering design of erosion control improvements by Resolution No. 16-0290.

On March 23, 2016, City Council authorized a professional services contract with APM & Associates for engineering design of erosion control improvements by Resolution No. 16-0450.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On March 23, 2016, City Council authorized a professional services contract with LIM & Associates, Inc. for engineering design of erosion control improvements, in an amount not to exceed \$154,198.43, by Resolution No. 16-0450.

On May 25, 2016, City Council authorized a professional services contract with LIM & Associates, Inc. for engineering design of erosion control improvements by Resolution No. 16-0823.

On June 22, 2016, City Council authorized a professional services contract with Pacheco Koch Consulting Engineers for engineering design of erosion control improvements by Resolution No. 16-1083.

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$205,104.62

2012 Bond Funds - \$3,058,684.88

<u>Council District</u>	<u>Amount</u>
1	\$ 595,004.50
3	\$2,341,189.00
4	<u>\$ 327,596.00</u>
Total	\$3,263,789.50

Group 8

Design (TWM)	\$ 91,685.00
Construction (this action)	<u>\$ 625,636.50</u>
Total Project Cost	\$ 717,321.50

Group 9A

Design (TWM)	\$ 107,000.46
Construction (this action)	<u>\$1,022,223.00</u>
Total Project Cost	\$1,129,223.46

Group 10

Design (TWM)	\$ 138,367.17
Construction (this action)	<u>\$1,330,098.00</u>
Total Project Cost	\$1,468,465.17

FISCAL INFORMATION (continued)

Group 11

Design (TWM)	\$ 8,971.95
Construction (this action)	<u>\$ 82,292.00</u>
Total Project Cost	\$ 91,263.95

Group 14

Design (TWM)	\$ 72,893.00
Construction (this action)	<u>\$ 203,540.00</u>
Total Project Cost	\$ 276,433.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Austin Filter Systems

Hispanic Female	2	Hispanic Male	46
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	1	White Male	11

BID INFORMATION

The following three bids were received and opened on May 5, 2017:

*Denotes successful bidder

Bidders

Bid Amount

*Austin Filters Systems, Inc. 13653 Rutledge Spur Austin, Texas, 78717	\$3,263,789.50
JFC/DRG Joint Venture	\$3,740,917.00
Ark Contracting Services	\$5,696,630.00

OWNER

Austin Filter Systems, Inc.

Mark Tounge, President

MAPS

Attached

Erosion Control Improvements Package A

<u>Erosion Control Groups</u>	<u>Council District</u>	<u>Construction Cost</u>
<u>Group 8</u>		
705 W. Colorado Boulevard	1	\$136,786.50
3435 W. Clarendon Drive	1	\$ 86,193.00
445 N. Cavender Street	1	\$ 86,193.00
3431 Kiesthill Drive	3	\$212,400.00
3721 Blue Ridge Boulevard	3	\$104,064.00
<u>Group 9A</u>		
2671/2675/2679/2683 Deep Hill Circle	3	\$694,627.00
922 W. Five Mile Parkway	4	\$327,596.00
<u>Group 10</u>		
3817 S. Hampton Road	3	\$294,073.00
5810/5816 Caracas Drive	3	\$306,087.00
2733 Bainbridge Drive	3	\$ 67,232.00
2709 Blackstone Drive	3	\$232,677.00
2729 Blackstone Drive	3	\$185,798.00
2745 Blackstone Drive	3	\$244,231.00
<u>Group 11</u>		
Martin Weiss Park Site 1 Pavillion	1	\$ 82,292.00
<u>Group 14</u>		
845 N. Oak Cliff	1	\$203,540.00

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of three, for construction of Erosion Control Improvements Package A for 15 erosion control improvement projects (list attached) - Not to exceed \$3,263,790 - Financing: 2006 Bond Funds (\$205,105) and 2012 Bond Funds (\$3,058,685)

Austin Filter Systems, Inc., is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$490,338.29	15.02%
Total non-local contracts	\$2,773,451.21	84.98%
TOTAL CONTRACT	\$3,263,789.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Llano River Fence Co.	BFDB85870Y0517	\$44,648.50	9.11%
DFW Aggregates	HFDB78626N0817	\$321,289.79	65.52%
B & B Waste Transit	WFDB42002Y1217	\$72,500.00	14.79%
C-N-T Redi Mix, LLC	WFWB20926N1117	\$51,900.00	10.58%
Total Minority - Local		\$490,338.29	100.00%

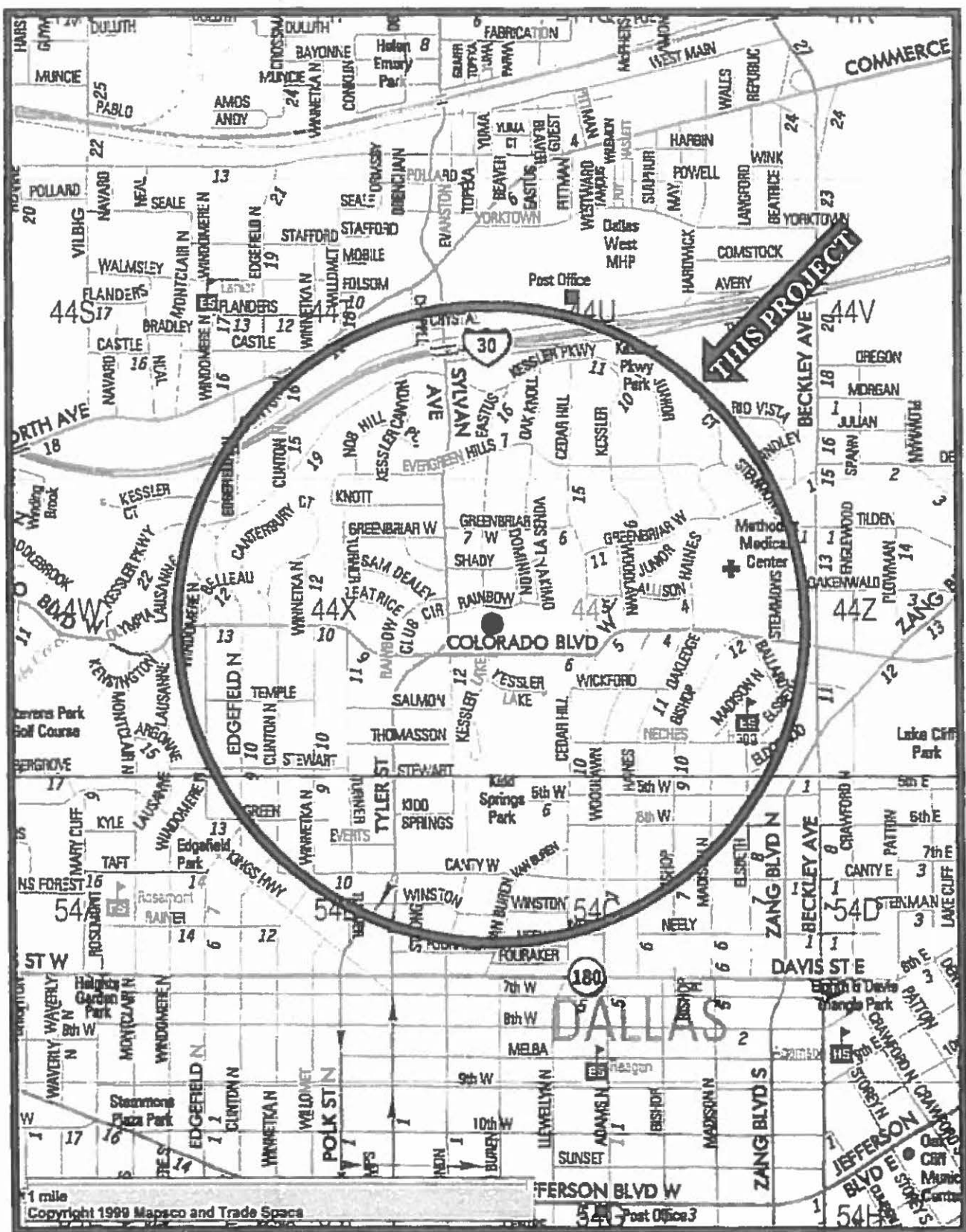
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Gonzalez & Schneeberg	HMDB73918Y0517	\$57,495.00	2.07%
Blue Sky SOD Farms, LLC	HMDFW017740617	\$13,779.50	0.50%
Champion Fuel Solutions	WFDB49106Y0617	\$122,000.00	4.40%
Elite Erosion Supply LLC	WFDBE270210919	\$82,011.00	2.96%
Brock Environmental Services, Inc.	WFWB96114Y1118	\$72,197.50	2.60%
Buyers Barricades, Inc.	WFDB52135Y0617	\$26,432.00	0.95%
Total Minority - Non-local		\$373,915.00	13.48%

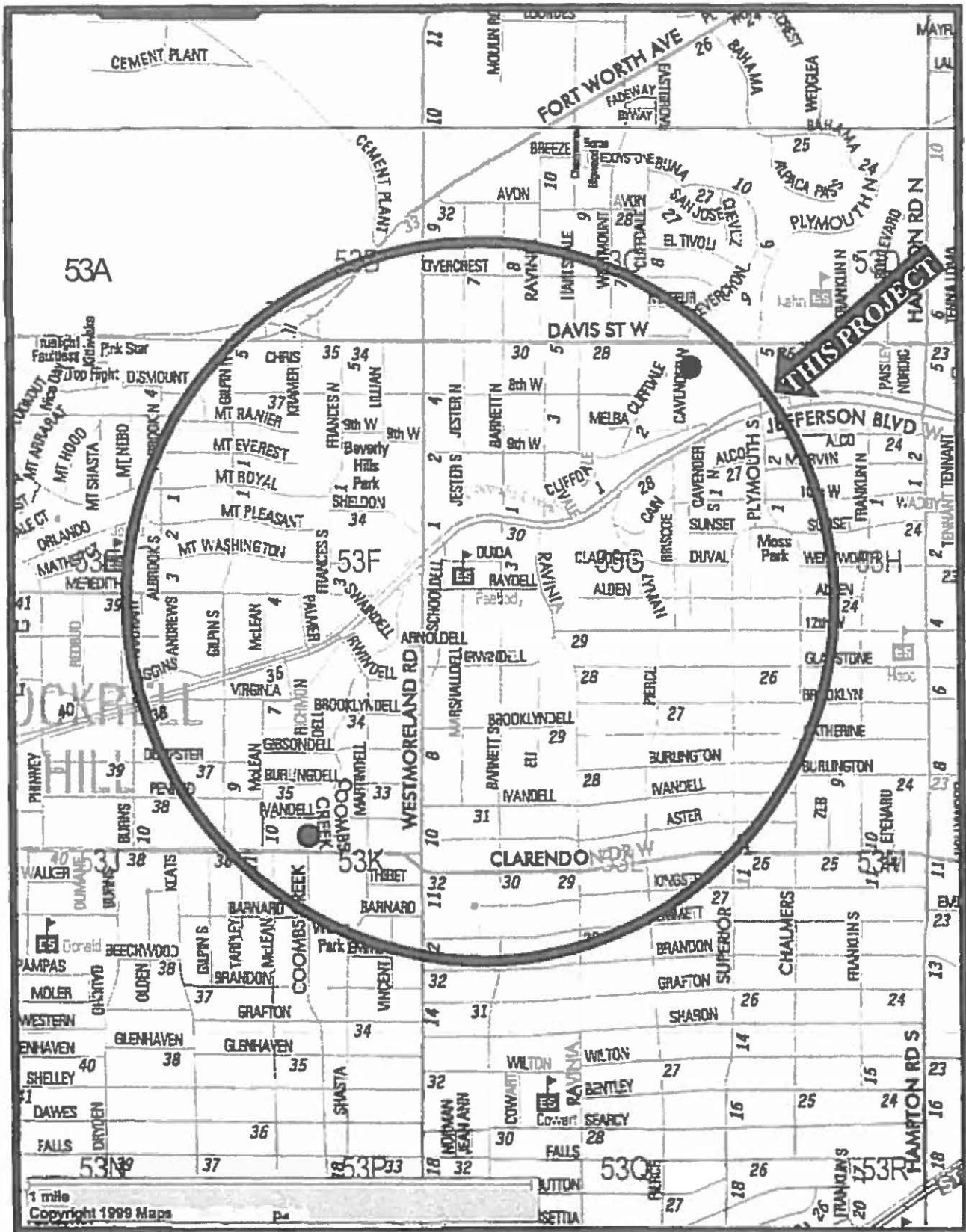
TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$44,648.50	9.11%	\$44,648.50	1.37%
Hispanic American	\$321,289.79	65.52%	\$392,564.29	12.03%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$124,400.00	25.37%	\$427,040.50	13.08%
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Total	\$490,338.29	100.00%	\$864,253.29	26.48%

Erosion Control Group 8: Map 1 of 3

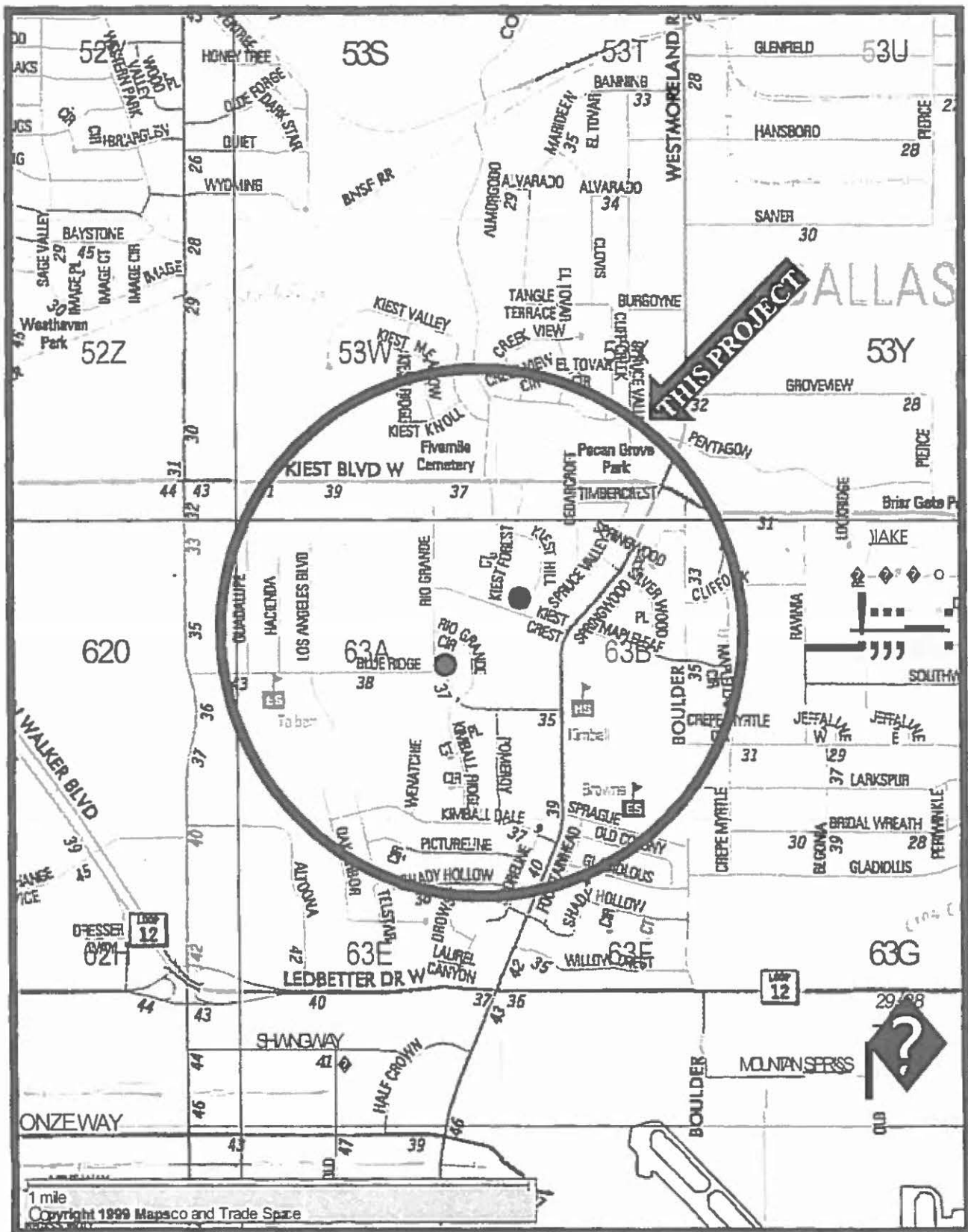
**Mapscot 44-Y**

Erosion Control Group 8: Map 2 of 3



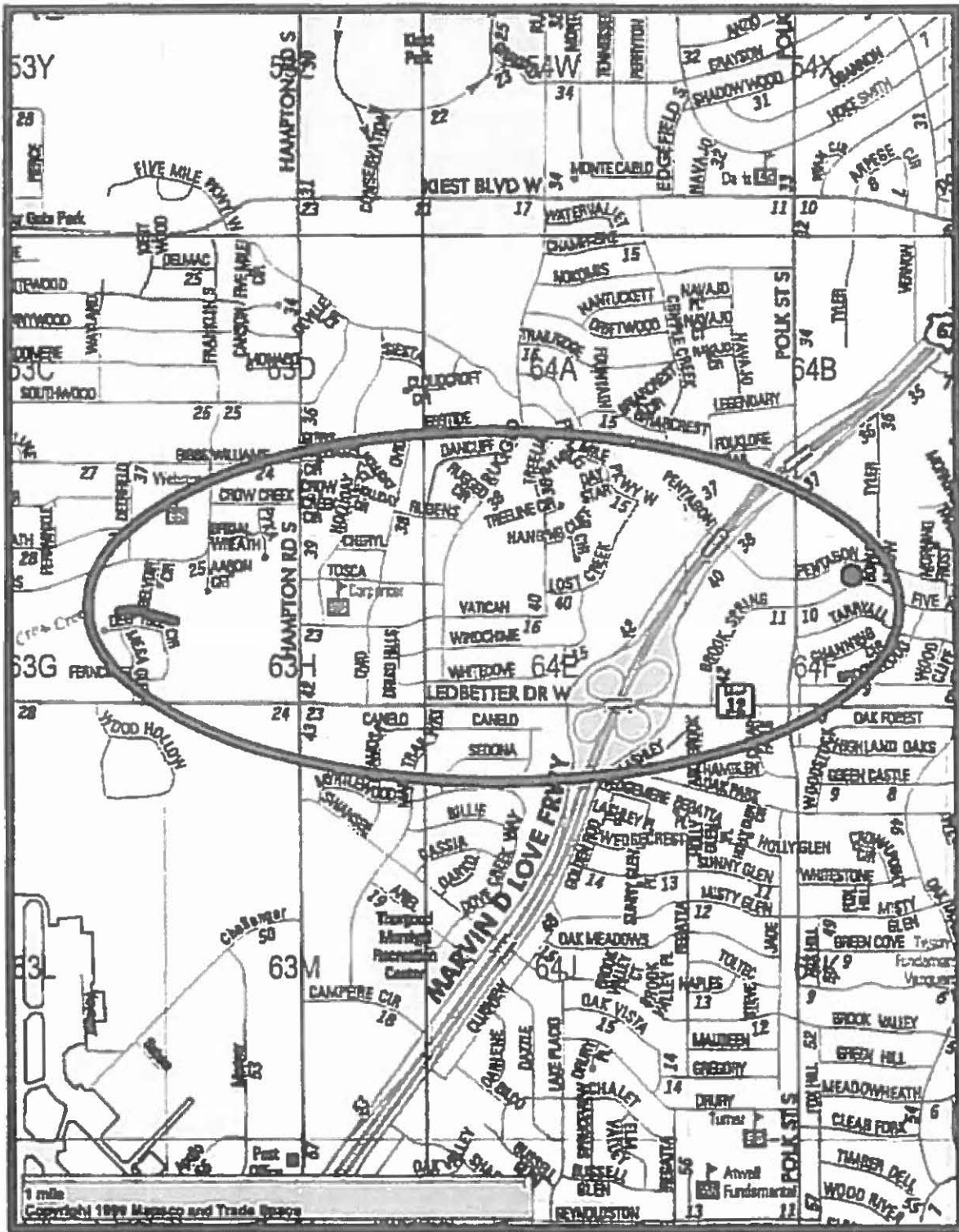
Mapsco 53-C, K

Erosion Control Group 8: Map 3 of 3



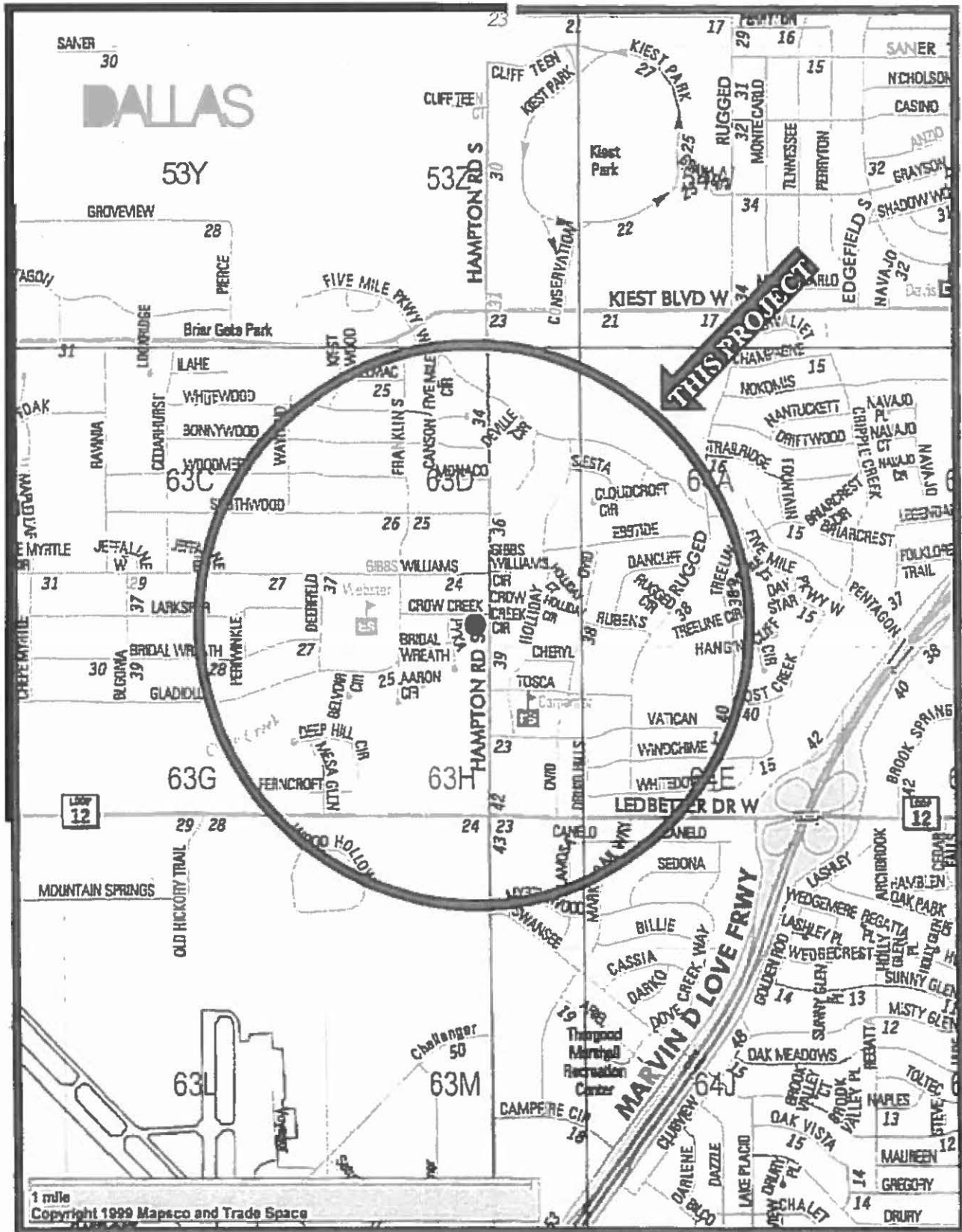
Mapsco 63-A, B

Erosion Control Group 9A

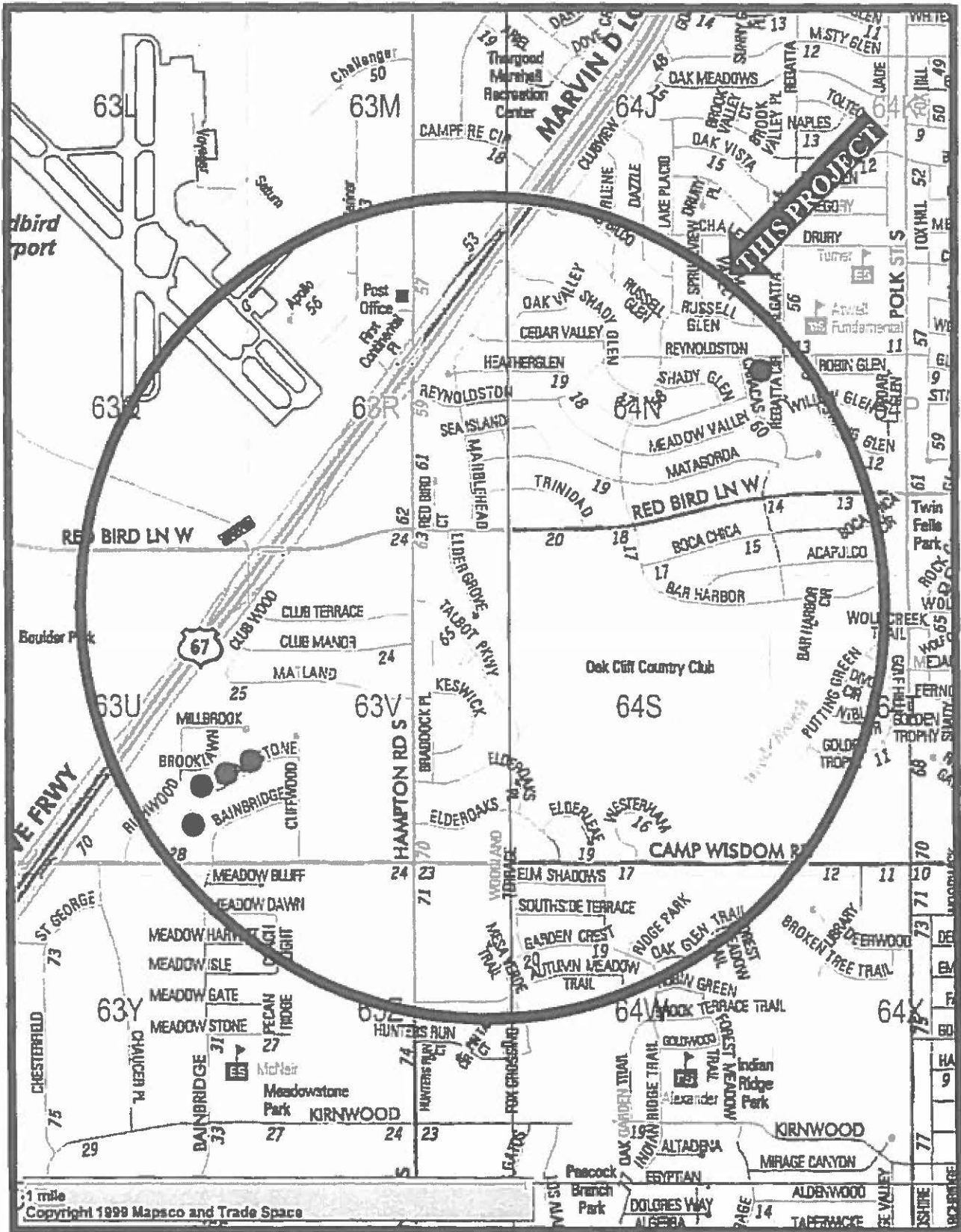


Mapsco 63-G & 64-F

Erosion Control Group 10: Map 1 of 2

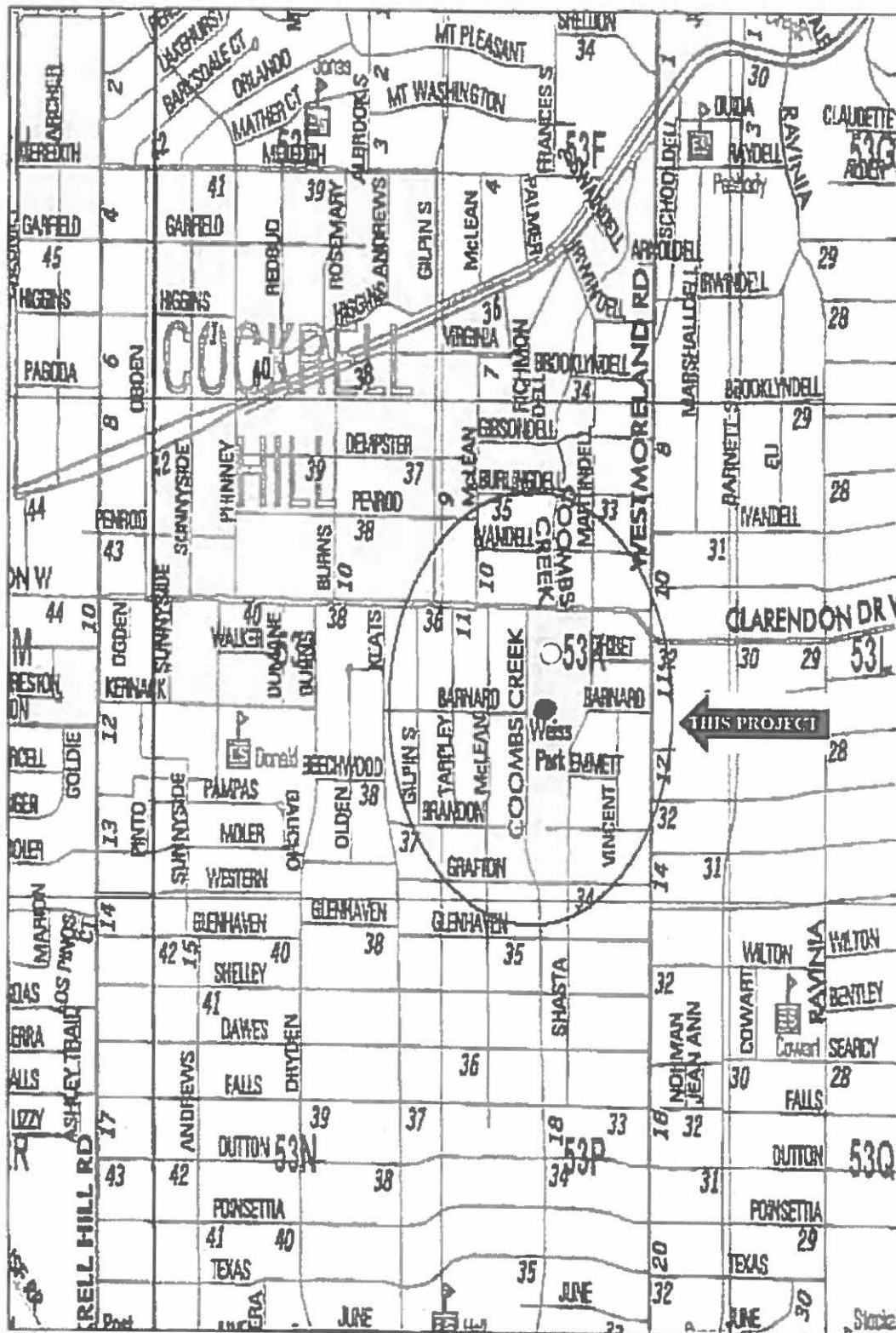


Erosion Control Group 10: Map 2 of 2



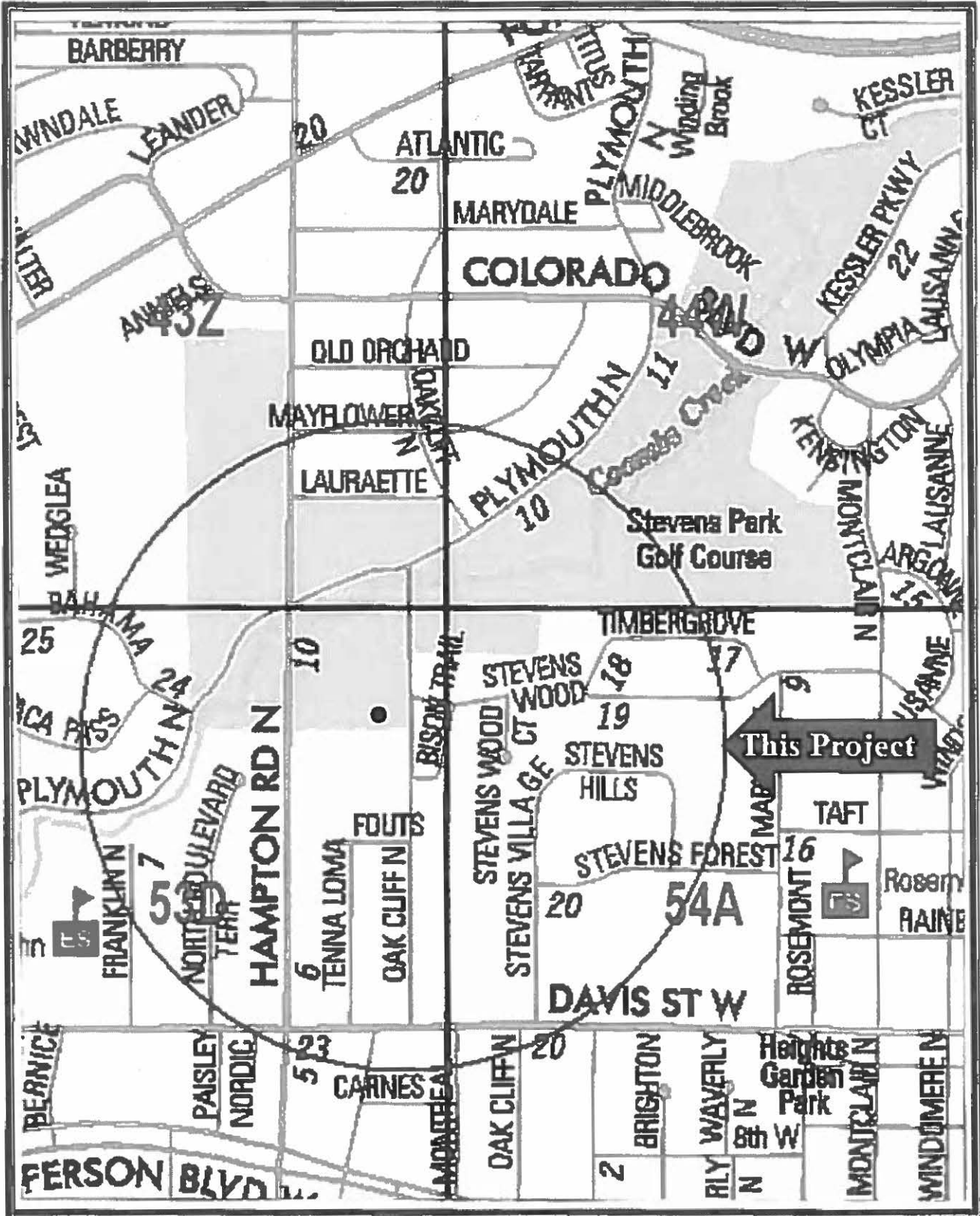
Mapsco 63-U & 64-N

Erosion Control Group 11



Mapsco 53-K

EROSION CONTROL GROUP 14



MAPSCO 53D

June 28, 2017

WHEREAS, on February 10, 2016, City Council authorized a professional services contract with Walter P. Moore and Associates for engineering design of erosion control improvements, in an amount not to exceed \$182,492.00, by Resolution No. 16-0290; and

WHEREAS, on February 10, 2016, City Council authorized a professional services contract with HDR Engineering, Inc. for engineering design of erosion control improvements, in an amount not to exceed \$182,067.17, by Resolution No. 16-0290; and

WHEREAS, on March 23, 2016, City Council authorized a professional services contract with LIM & Associates, Inc. for engineering design of erosion control improvements, in an amount not to exceed \$154,198.43, by Resolution No. 16-0450; and

WHEREAS, on May 25, 2016, City Council authorized a professional services contract with LIM & Associates, Inc. for engineering design of erosion control improvements, in an amount not to exceed \$97,977.00, by Resolution No. 16-0823; and

WHEREAS, on June 22, 2016, City Council authorized a professional services contract with Pacheo Koch Consulting Engineers, in an amount not to exceed \$261,794.00, for engineering design of erosion control improvements by Resolution No. 16-1083; and

WHEREAS, three bids were received on May 5, 2017 for the construction of Erosion Control Improvements Package A as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Austin Filter Systems, Inc.	\$3,263,789.50
JFC/DRG Joint Venture	\$3,740,917.00
Ark Construction Services	\$5,696,630.00

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. The City Manager is hereby authorized to sign a contract with Austin Filter Systems, Inc., approved as to form by the City Attorney, for the construction of Erosion Control Improvements Package A for 15 erosion control improvement projects, in an amount not to exceed \$3,263,789.50, this being the lowest responsible bid received as indicated by the tabulation of bids.

June 28, 2017

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds, in an amount not to exceed \$3,263,789.50, to Austin Filter Systems, Inc., from Contract No. TWM-2017-00001884, as follows:

Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S708, Activity ERCT Object 4599, Program TW12S708 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 104,064.00
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S711, Activity ERCT Object 4599, Program TW12S11 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 86,193.00
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S714, Activity ERCT Object 4599, Program TW12S714 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 86,193.00
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S716, Activity ERCT Object 4599, Program TW12S716 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 136,786.50
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S733, Activity ERCT Object 4599, Program TW12S733 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 212,400.00
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S718, Activity ERCT Object 4599, Program TW12S718 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 694,627.00

June 28, 2017**SECTION 2.** (continued)

Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S722, Activity ERCT Object 4599, Program TW12S722 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 327,596.00
Flood Protection and Storm Drainage Facilities Fund Fund 1U23, Department TWM, Unit S705, Activity ERCT Object 4599, Program TW12S705 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 22,494.44
Flood Protection and Storm Drainage Facilities Fund Fund 2U23, Department TWM, Unit S705, Activity ERCT Object 4599, Program TW12S705 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 88,719.67
Flood Protection and Storm Drainage Facilities Fund Fund 1T23, Department TWM, Unit S705, Activity ERCT Object 4599, Program TW12S705 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 1,564.62
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S705, Activity ERCT Object 4599, Program TW12S705 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 119,898.27
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S729, Activity ERCT Object 4599, Program TW12S729 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 294,073.00
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S706, Activity ERCT Object 4599, Program TW12S706 Contract No./Encumbrance CX TWM-2017-00001884 Vendor VS0000036279	\$ 185,798.00

June 28, 2017**SECTION 2.** (continued)

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S703, Activity ERCT
Object 4599, Program TW12S703
Contract No./Encumbrance CX TWM-2017-00001884
Vendor VS0000036279 \$ 67,232.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S710, Activity ERCT
Object 4599, Program TW12S710
Contract No./Encumbrance CX TWM-2017-00001884
Vendor VS0000036279 \$ 306,087.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S707, Activity ERCT
Object 4599, Program TW12S707
Contract No./Encumbrance CX TWM-2017-00001884
Vendor VS0000036279 \$ 244,231.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S740, Activity ERCT
Object 4599, Program TW12S740
Contract No./Encumbrance CX TWM-2017-00001884
Vendor VS0000036279 \$ 82,292.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3T23, Department TWM, Unit W090, Activity ERCT
Object 4599, Program TW06W090
Contract No./Encumbrance CX TWM-2017-00001884
Vendor VS0000036279 \$ 203,540.00

Total amount not to exceed \$3,263,789.50

SECTION 3. That this resolution shall take effective immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2, 7, 9, 10, 11, 13

DEPARTMENT: Trinity Watershed Management
Water Utilities

CMO: Jody Puckett, 670-3390
Majed Al-Ghafry, 670-3302

MAPSCO: 15C 16W 26E L Y 27B E F K N S 28S 34Q 36R 38J 47D

SUBJECT

Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of two, for construction of Erosion Control Improvements Package B for 18 erosion control improvement projects (list attached) - Not to exceed \$6,374,483 - Financing: 2012 Bond Funds (\$5,457,492) and Water Utilities Capital Improvement Funds (\$916,991)

BACKGROUND

The 2012 Bond Program included funding for the design and construction of erosion control improvement projects including the installation of gabion walls, retaining walls, gabion mattresses, slope and channel improvements to protect structures and to minimize creek bank erosion along various creeks throughout the city.

This action will authorize a contract with Austin Filter Systems, Inc., the lowest responsible bidder of two for the construction of Erosion Control Improvement Package B - Groups 2, 4, 6, 8, and 11.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2016
Completed Design	April 2017
Begin Construction	August 2017
Complete Construction	September 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 10, 2016, City Council authorized a professional services contract with Huitt-Zollars, Inc. for engineering design of erosion control improvements by Resolution No. 16-0290.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

March 23, 2016, City Council authorized a professional services contract with Huitt-Zollars, Inc. for engineering design of erosion control improvements by Resolution No. 16-0450.

On May 25, 2017, City Council authorized a professional services contract with IEA, Inc. for engineering design of erosion control improvements by Resolution No. 16-0823.

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

2012 Bond Funds - \$ 5,457,492.25

Water Utilities Capital Improvement Funds - \$ 916,990.75

<u>Council District</u>	<u>Amount</u>
2	\$ 180,121.00
7	\$ 111,287.00
9	\$ 307,297.00
10	\$3,654,940.50
11	\$1,913,032.50
13	<u>\$ 207,805.00</u>
Total	\$6,374,483.00

Group 2

Design (TWM)	\$ 138,400.00
Construction (this action)	<u>\$ 660,435.50</u>
Total Project Cost	\$ 798,835.50

Group 4

Design (TWM)	\$ 210,792.46
Construction (this action)	<u>\$1,070,311.75</u>
Total Project Cost	\$1,281,104.21

Group 6

Design (TWM)	\$ 171,567.91
Construction (this action)	<u>\$2,263,434.50</u>
Total Project Cost	\$2,435,002.41

Group 8

Design (TWM)	\$ 83,715.00
Construction (this action)	<u>\$ 575,331.00</u>
Total Project Cost	\$ 659,046.00

FISCAL INFORMATION (continued)

Group 11

Design (TWM)	\$ 60,653.04
Design (DWU)	\$ 28,352.00
Construction (this action)	<u>\$1,804,970.25</u>
Total Project Cost	\$1,893,975.29

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Austin Filter Systems

Hispanic Female	1	Hispanic Male	57
African-American Female	0	African-American Male	1
Other Female	0	Other Male	0
White Female	1	White Male	10

BID INFORMATION

The following two bids were received and opened on May 12, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*Austin Filters Systems, Inc. 13653 Rutledge Spur Austin, Texas, 78717	\$6,374,483.00
Ark Contracting Services	\$6,821,805.00

OWNER

Austin Filter Systems, Inc.

Mark Tounge, President

MAPS

Attached

Erosion Control Improvements Package B

<u>Erosion Control Groups</u>	<u>Council District</u>	<u>Construction Cost</u>
<u>Group 2</u>		
7832 & 7920 Royal Lane	11	\$452,630.50
6121, 6123, 6125, 6127, 6139, 6141 Summer Creek Circle	13	\$207,805.00
<u>Group 4</u>		
8849 Fair Oaks Crossing	10	\$250,606.00
Rocky Branch @ Middle Downs Site 1 – 4	10	\$501,751.00
9730 Whitehurst Drive	10	\$317,954.75
<u>Group 6</u>		
9233 Church Road	10	\$317,904.50
6607, 6615, 6621 Mercedes Avenue	9	\$182,799.50
1251 Tranquilla Drive	9	\$124,497.50
8668 & 8656 Langdale Circle	10	\$807,643.00
10741 N. Lanett Circle	10	\$303,955.00
10836, 10840, 10844 Meadowcliff Lane	10	\$526,635.00
<u>Group 8</u>		
5910 Cedar Springs	2	\$180,121.00
2488 Wildoak Drive	7	\$111,287.00
8109 Skillman	10	\$283,923.00
<u>Group 11</u>		
Abrams Road Bridge	10	\$112,423.50
Harry Moss Park	10	\$171,469.50
Anderson Bonner Park Site 1	11	\$473,706.50
Kiowa Parkway Hike/Bike Trail	11	\$130,380.00
<u>Group 11 (DWU)</u>		
Harry Moss Park	10	\$ 60,675.25
Anderson Bonner Park Site 1	11	\$856,315.50

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Austin Filter Systems, Inc., lowest responsible bidder of two, for construction of Erosion Control Improvements Package B for 18 erosion control improvement projects (list attached) - Not to exceed \$6,374,483 - Financing: 2012 Bond Funds (\$5,457,492) and Water Utilities Capital Improvement Funds (\$916,991)

Austin Filter Systems, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$805,402.00	12.63%
Total non-local contracts	\$5,569,081.00	87.37%
TOTAL CONTRACT	\$6,374,483.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Llano River Fence Company	BFDB85870Y0517	\$169,850.00	21.09%
DFW Aggregates	HFDB78626N0817	\$427,052.00	53.02%
B & B Waste Transit	WFDB42002Y1217	\$106,500.00	13.22%
C-N-T Redi Mix, LLC	WFWB20926N1117	\$102,000.00	12.66%
Total Minority - Local		\$805,402.00	100.00%

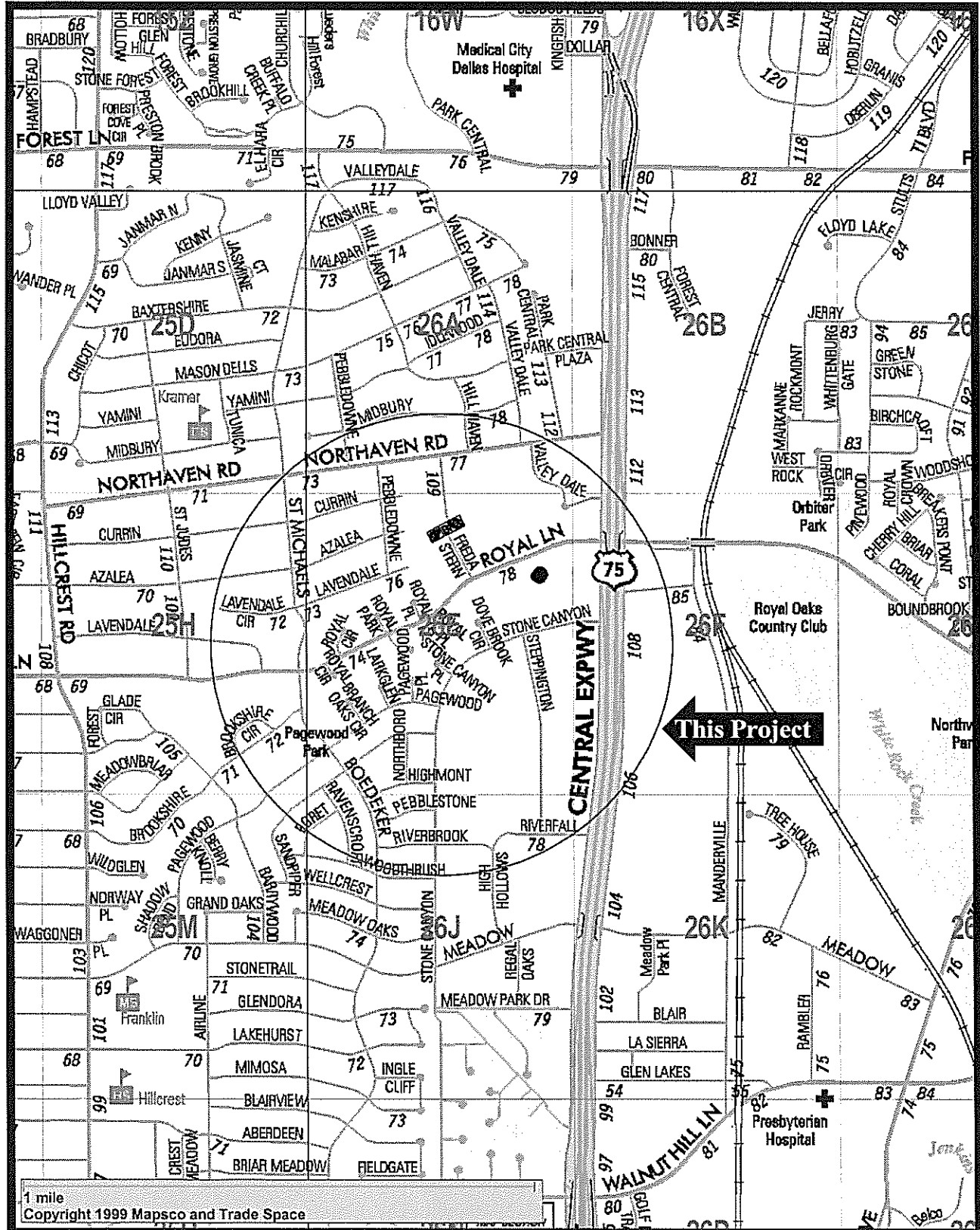
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Gonzalez & Schneeberg	HMDB73918Y0517	\$79,781.00	1.43%
Blue Sky Sod Farms, LLC	HMDFW017740617	\$43,500.00	0.78%
Elite Erosion Supply, LLC	WFDBE270210919	\$324,017.25	5.82%
Champion Fuel Solutions	WFDB49106Y0617	\$225,000.00	4.04%
Brock Environmental Services, Inc.	WFWB96114Y1118	\$68,420.50	1.23%
Buyers Barricades, Inc.	WFDB52135Y0617	\$47,500.00	0.85%
Total Minority - Non-local		\$788,218.75	14.15%

TOTAL M/WBE CONTRACT PARTICIPATION

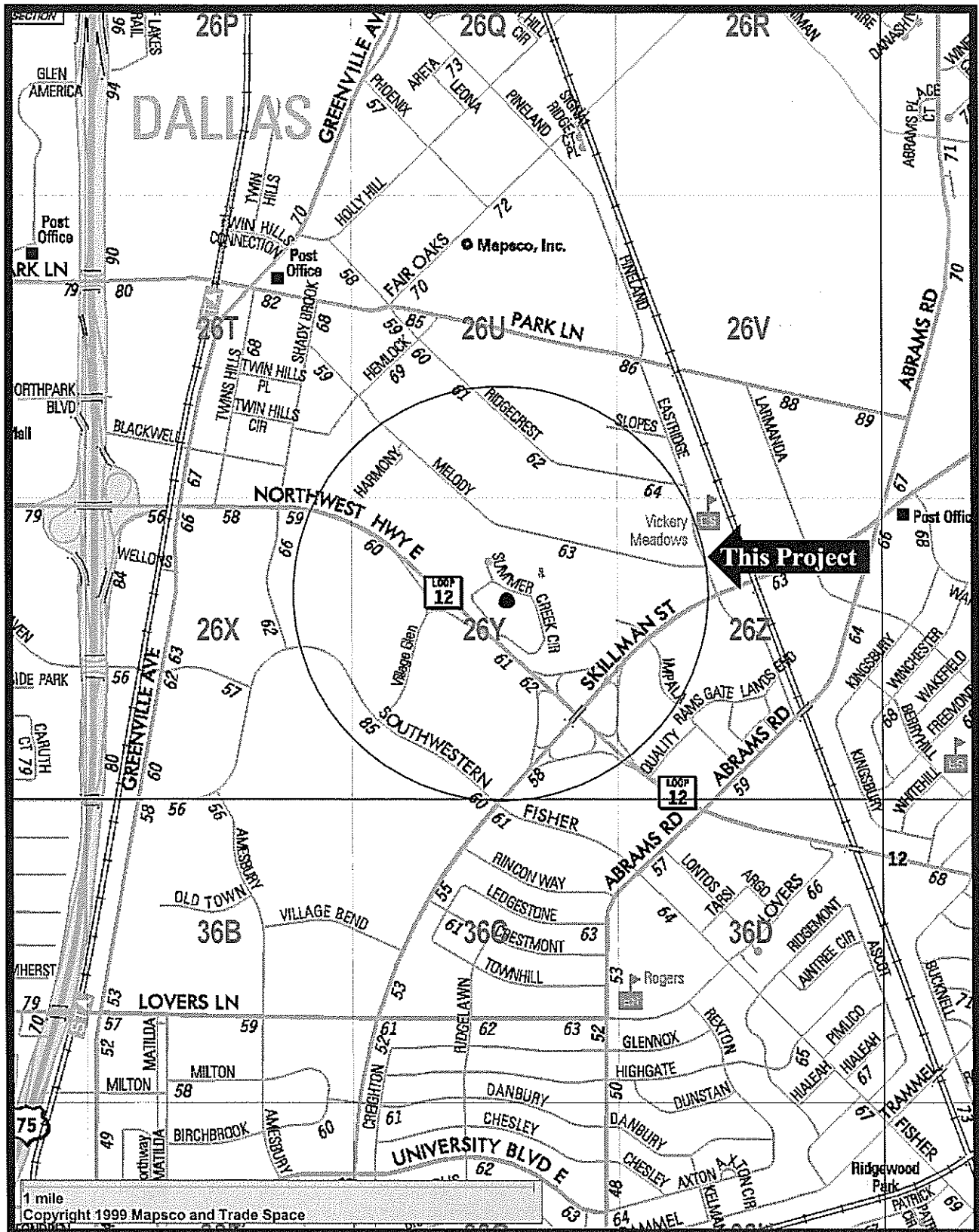
	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$169,850.00	21.09%	\$169,850.00	2.66%
Hispanic American	\$427,052.00	53.02%	\$550,333.00	8.63%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$208,500.00	25.89%	\$873,437.75	13.70%
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Total	\$805,402.00	100.00%	\$1,593,620.75	25.00%

Erosion Control Group 2



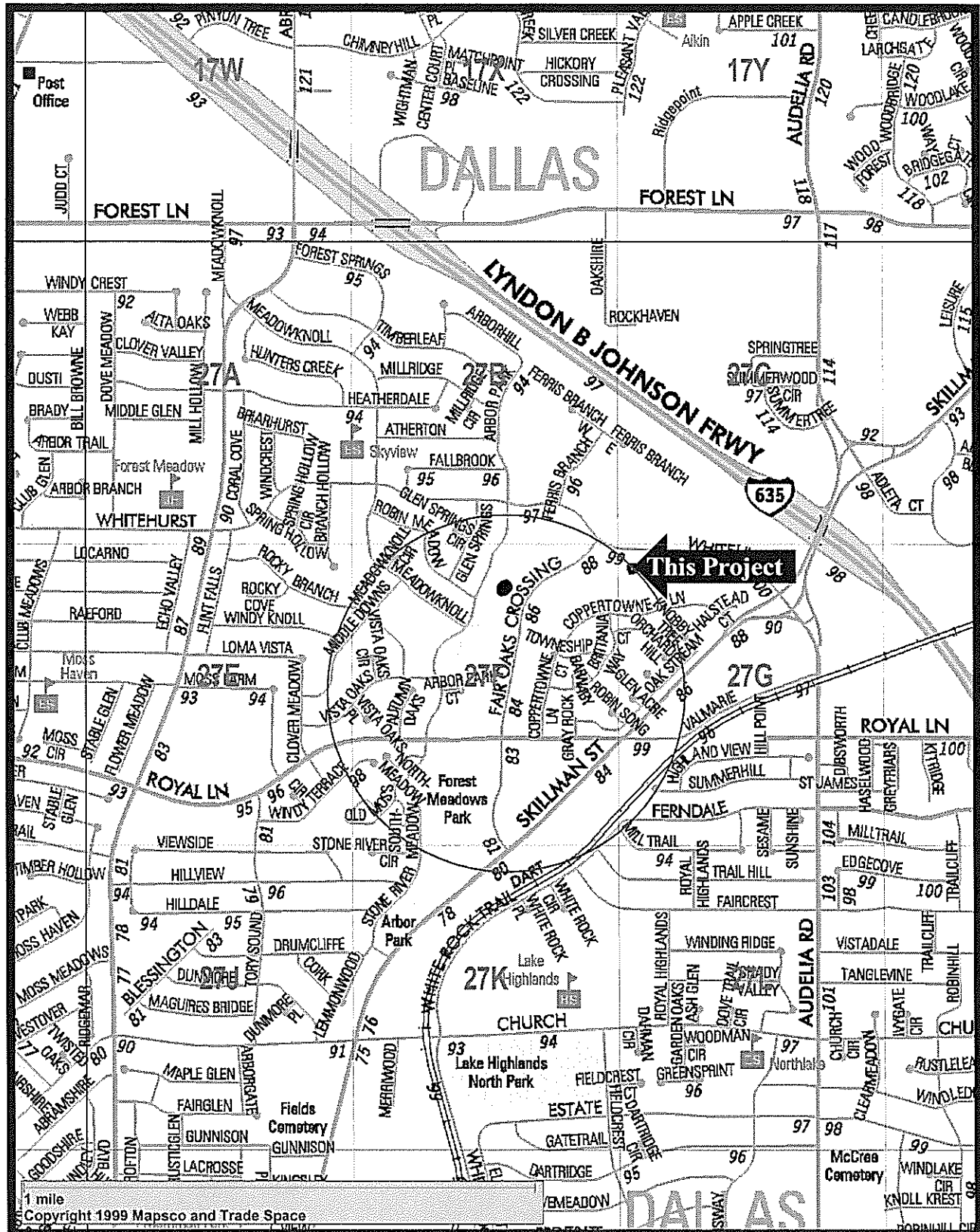
Mapsco 26-E

Erosion Control Group 2



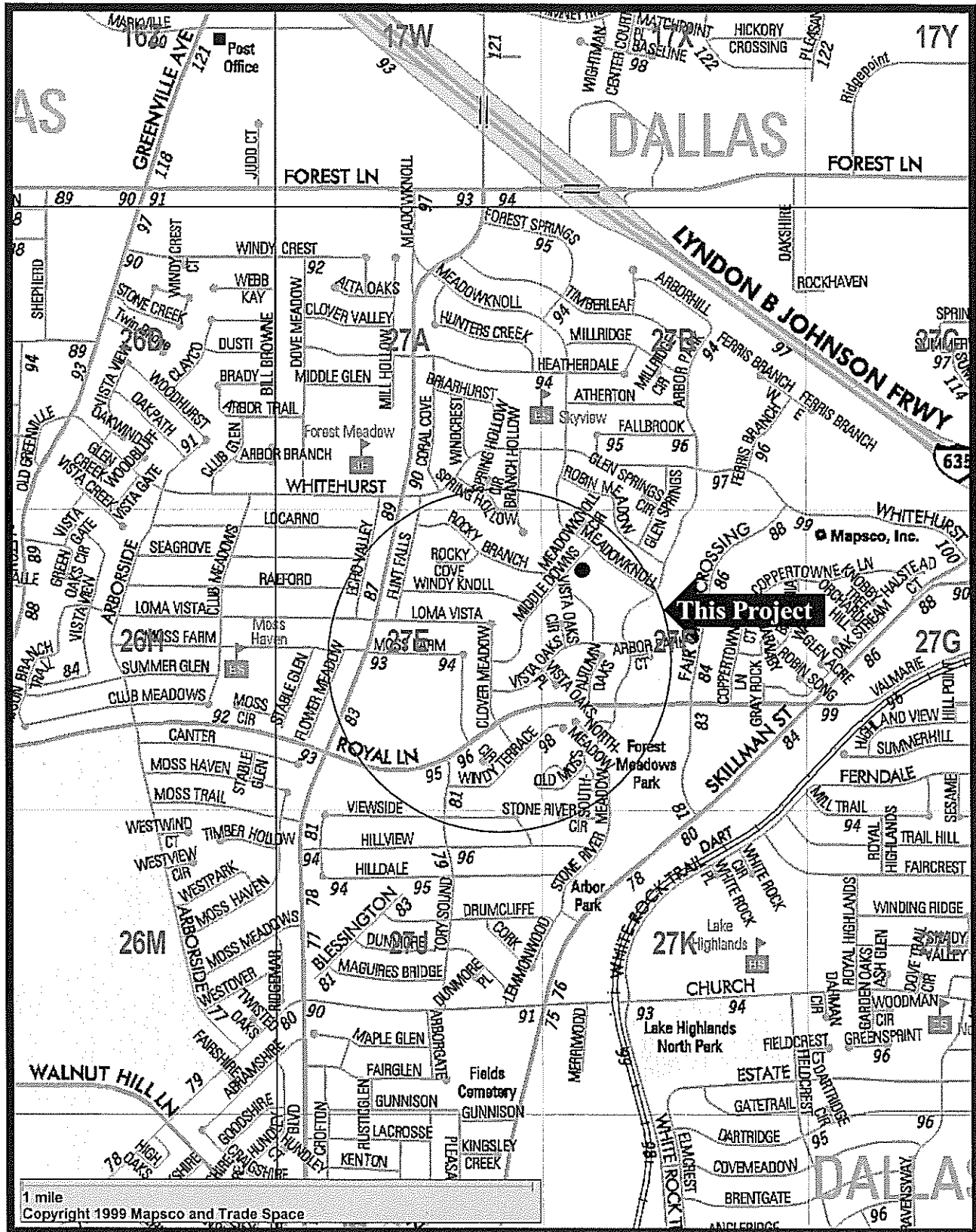
Mapco 26-Y

Erosion Control Group 4



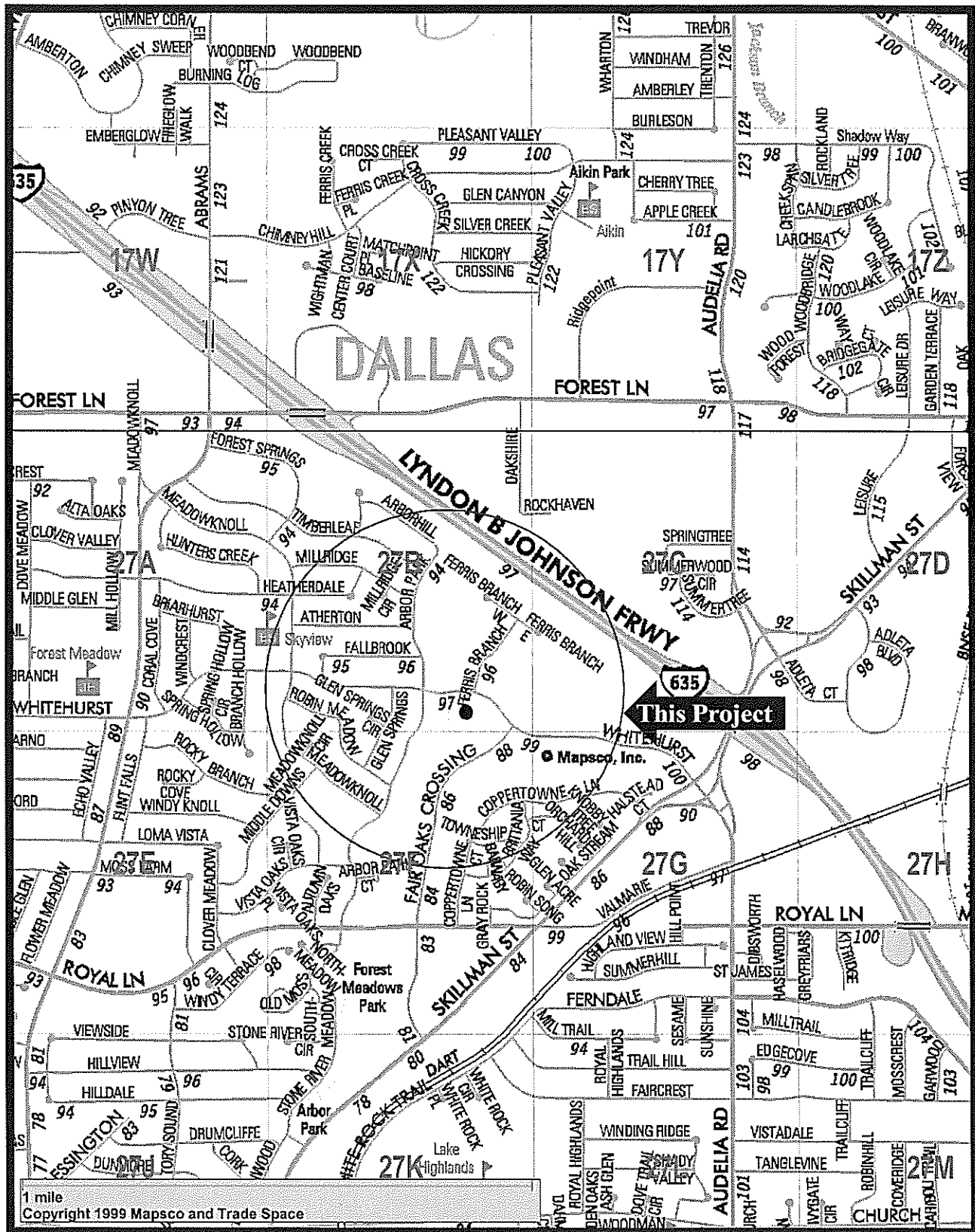
Mapsco 27-F

Erosion Control Group 4



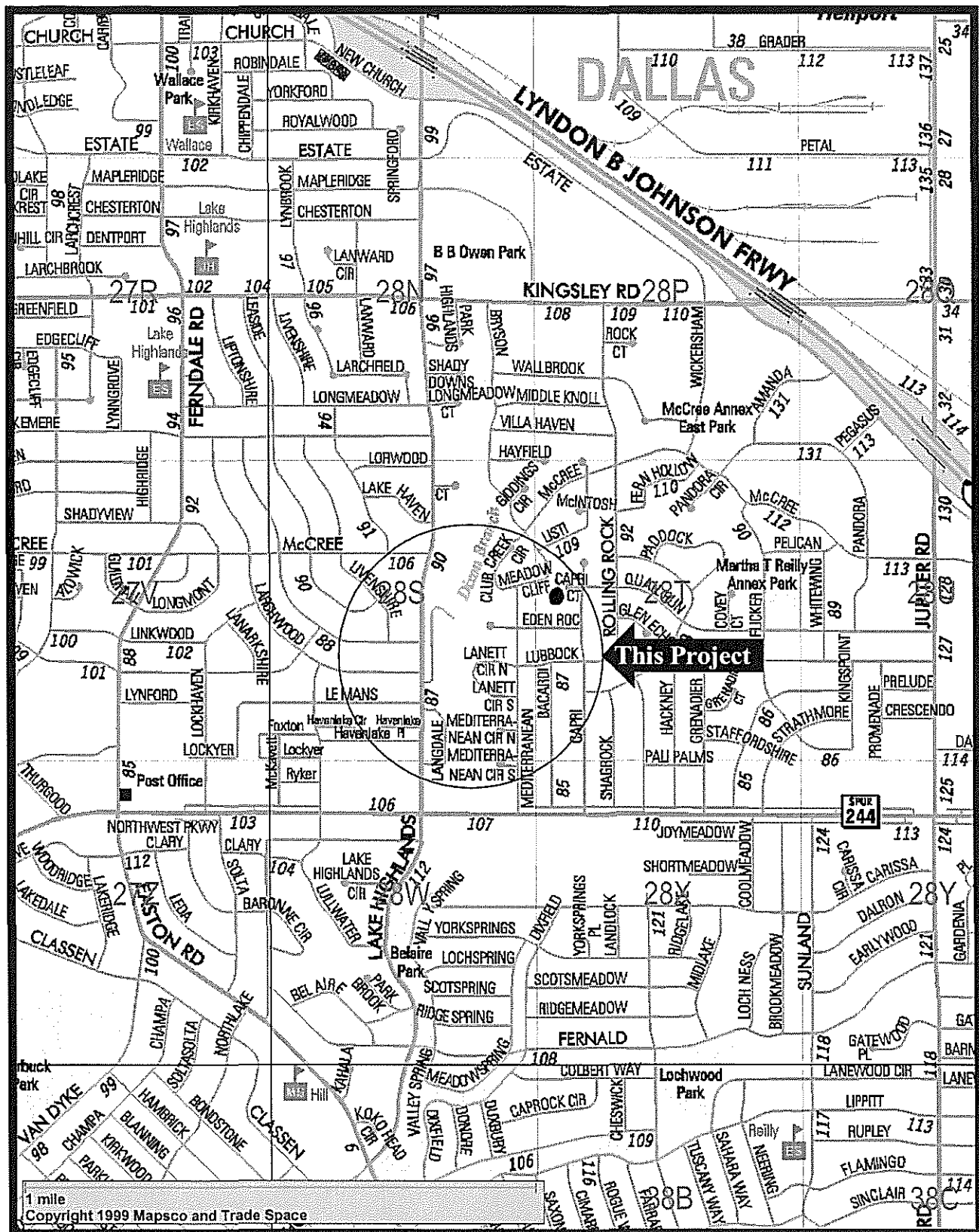
Mapsco 27-E

Erosion Control Group 4



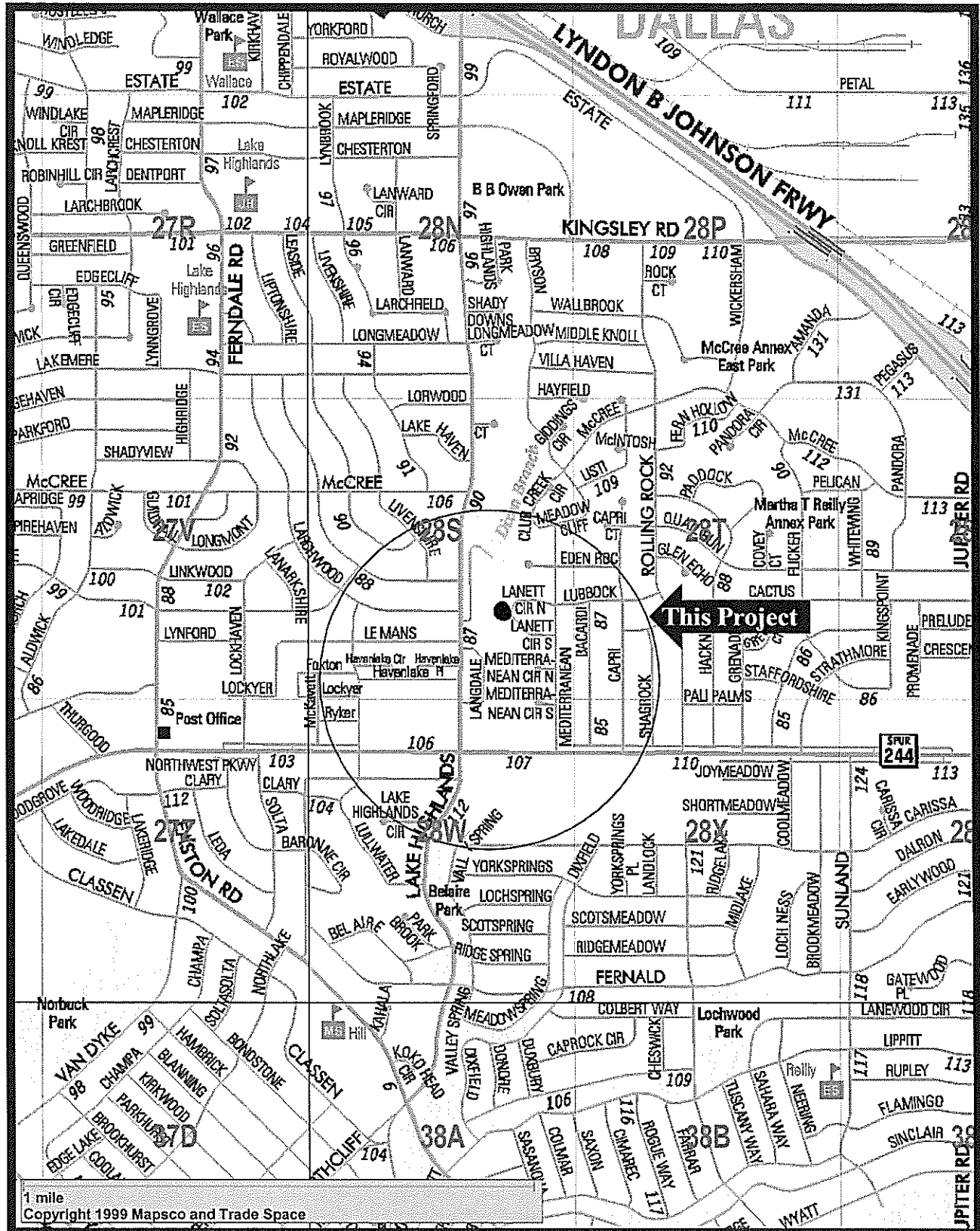
Mapsco 27-B

Erosion Control Group 6



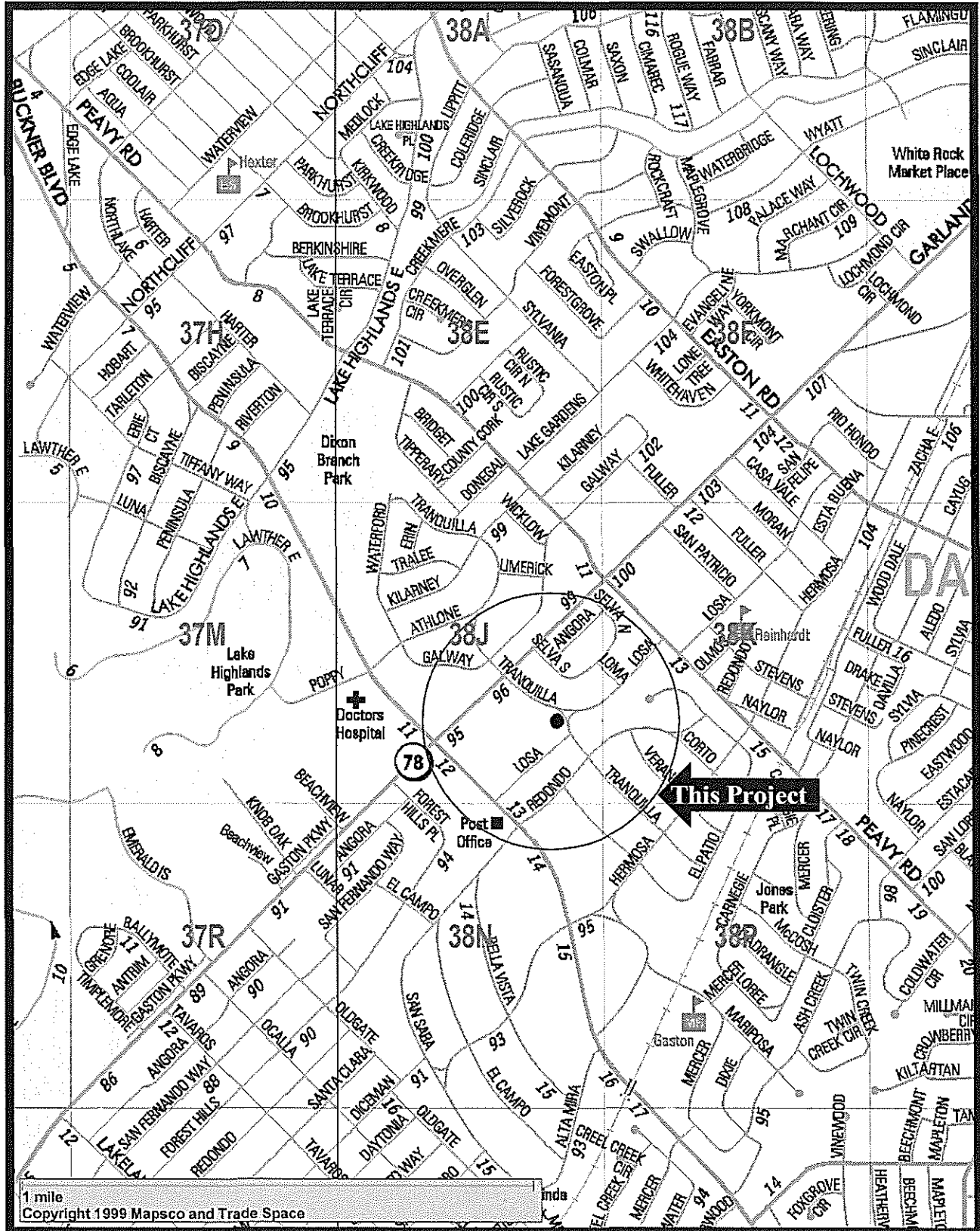
Mapscot 28-S

Erosion Control Group 6



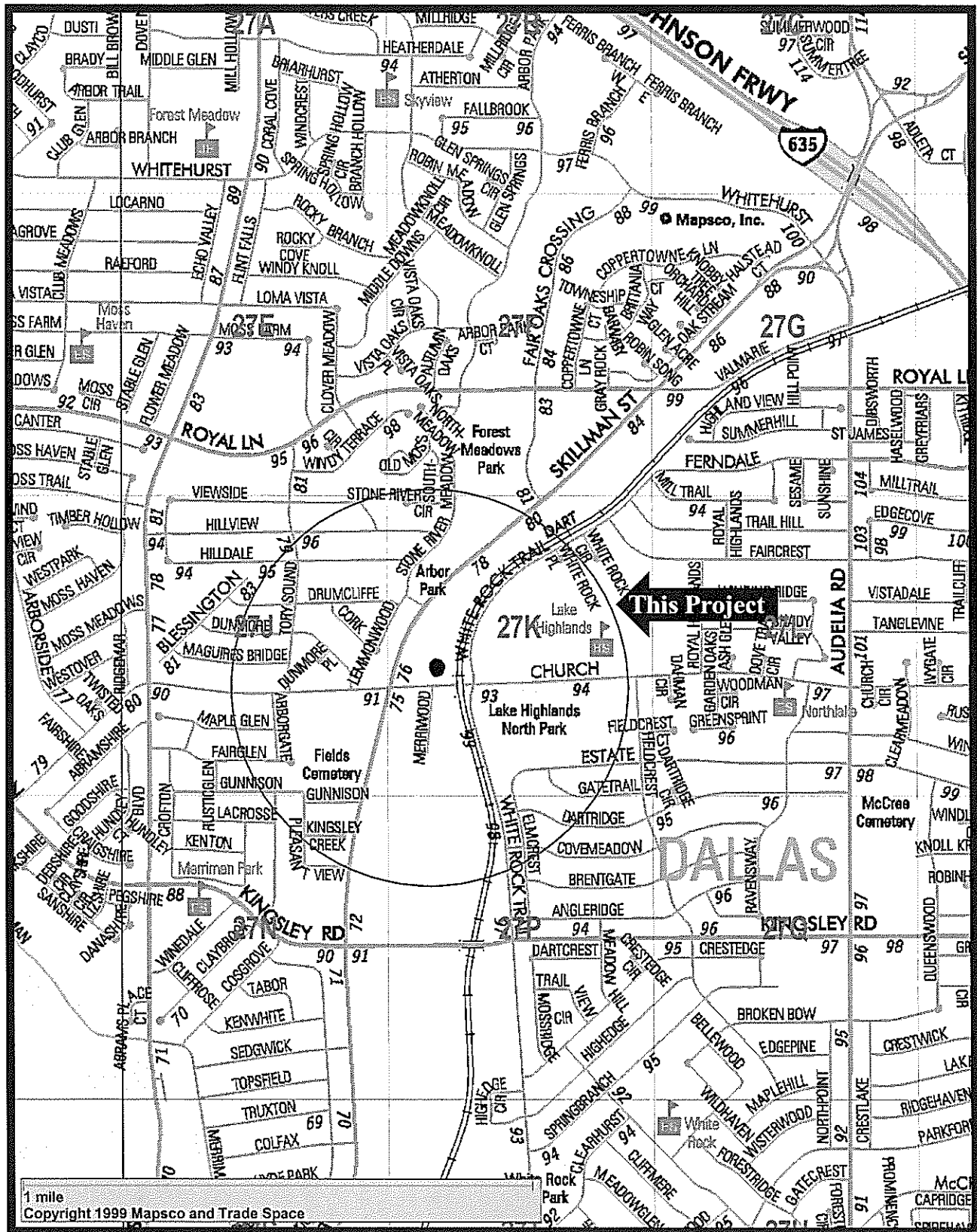
Mapsco 28-S

Erosion Control Group 6



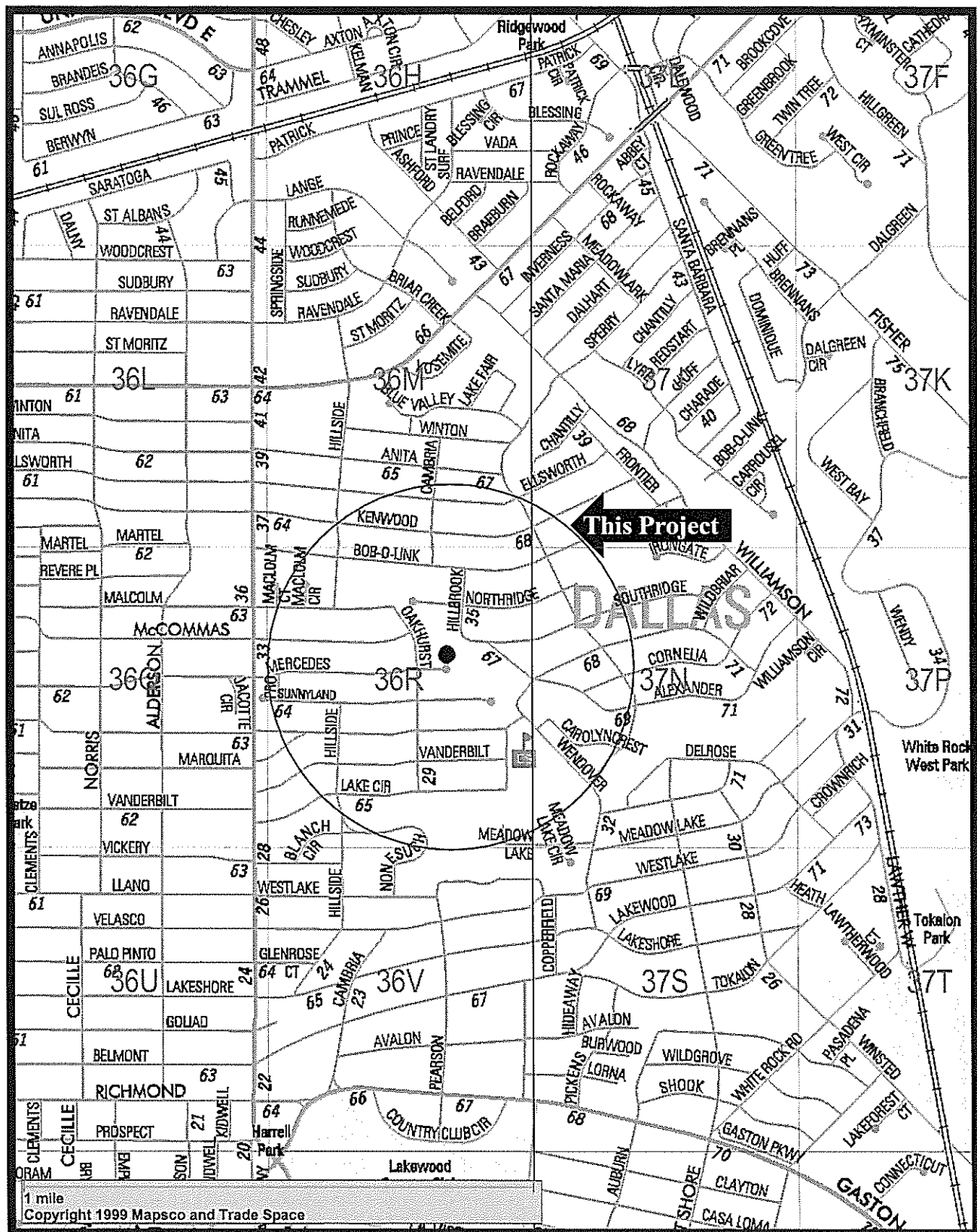
Mapsco 38-J

Erosion Control Group 6

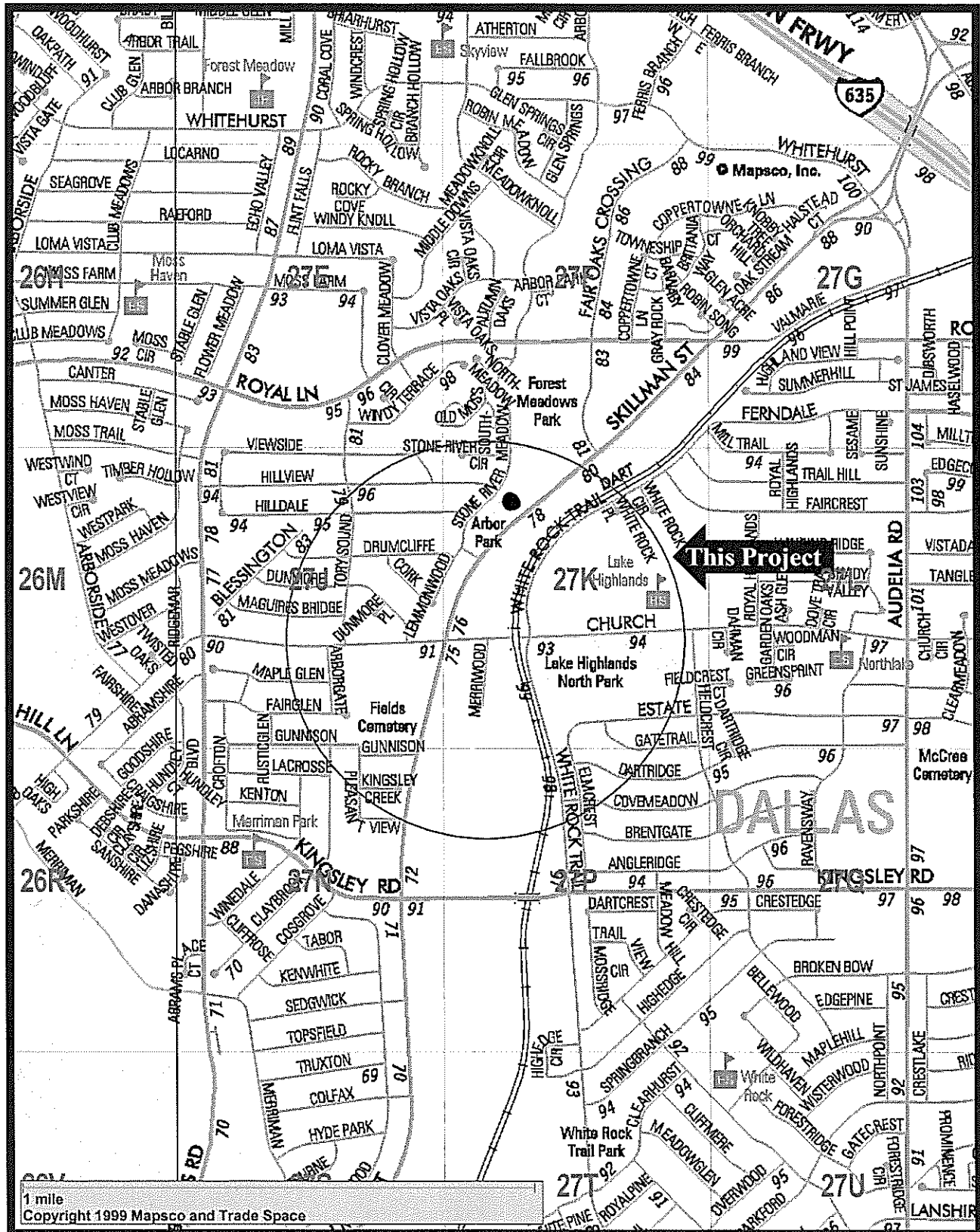


Mapsco 27-K

Erosion Control Group 6

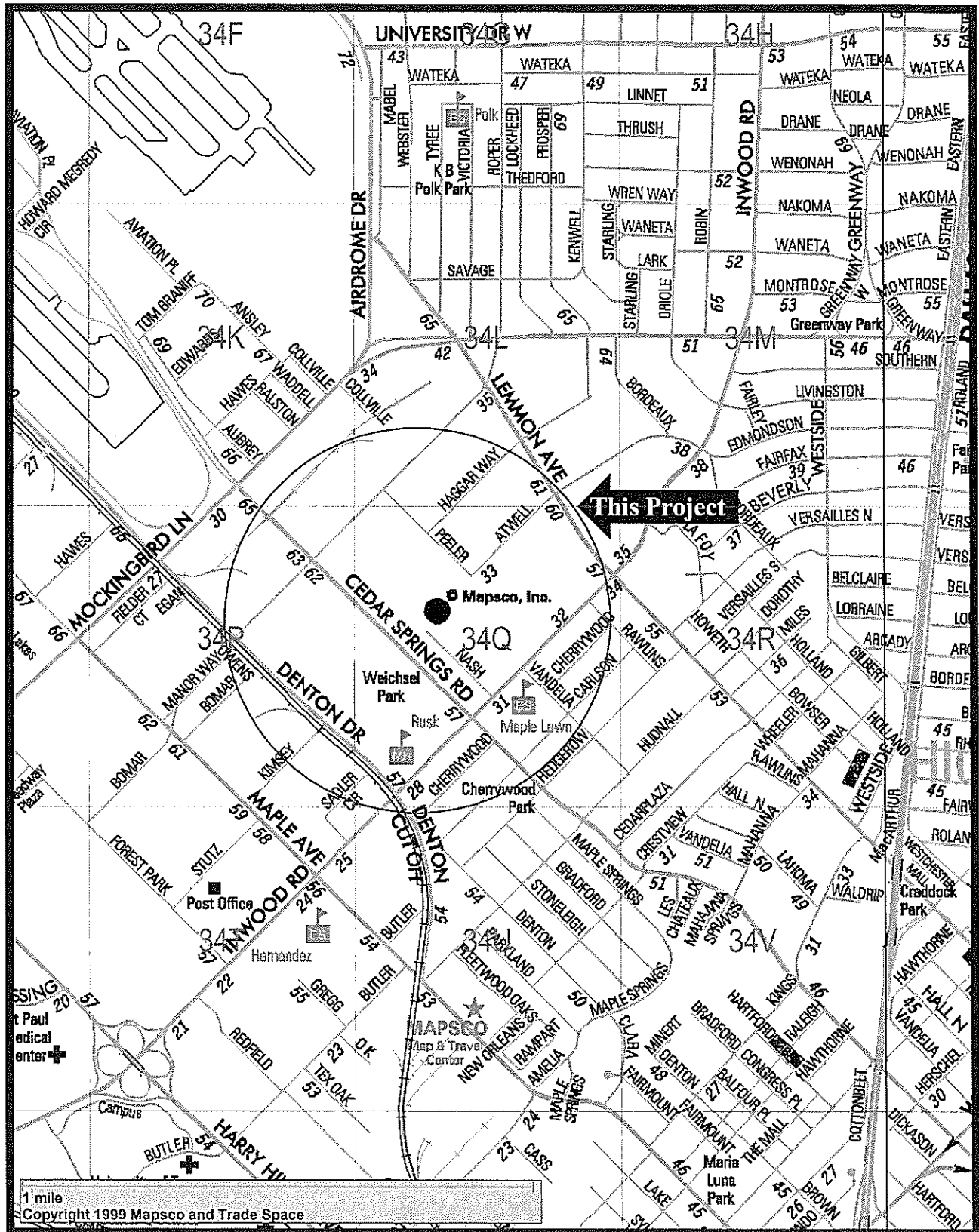


Erosion Control Group 8



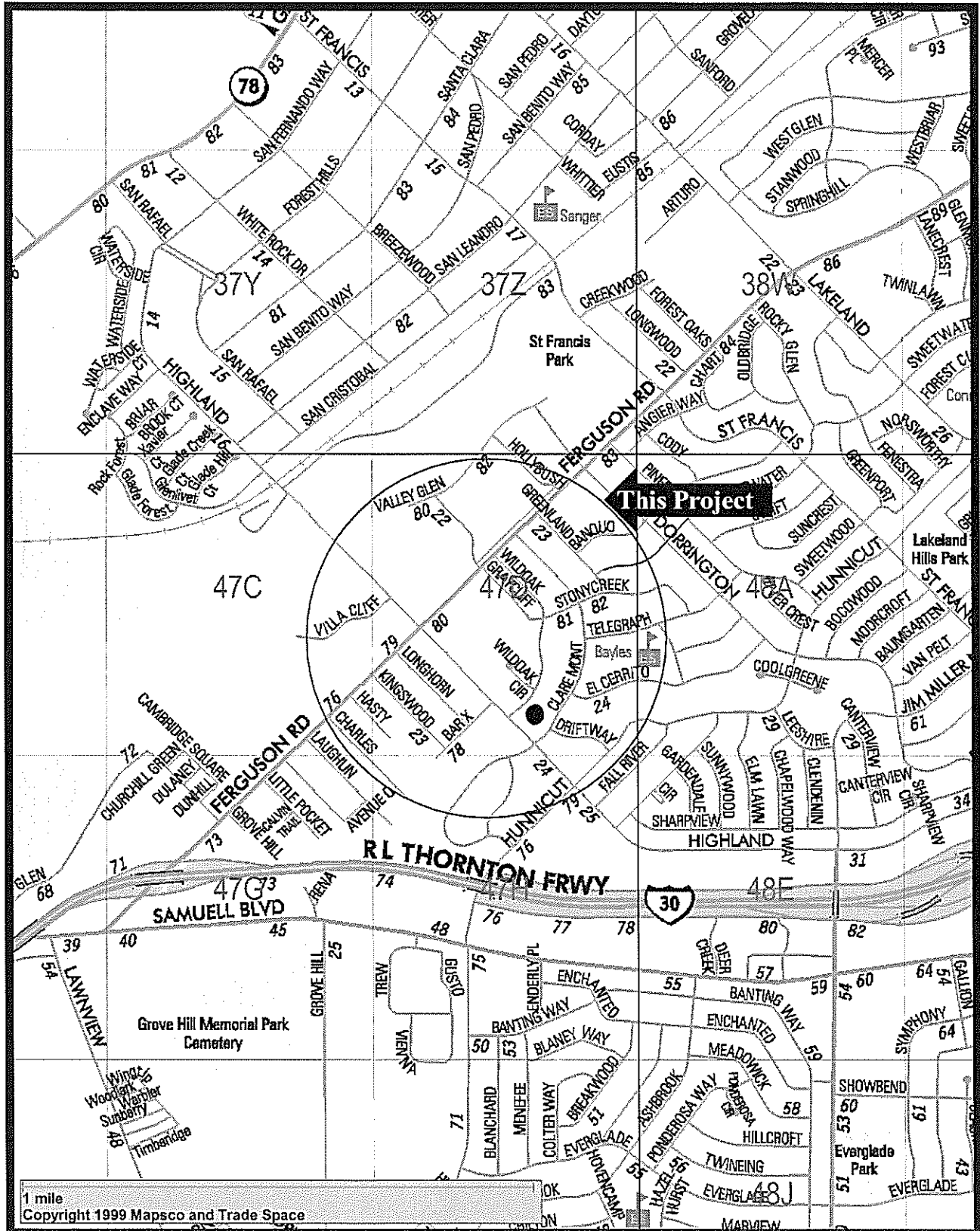
Mapsco 27-K

Erosion Control Group 8



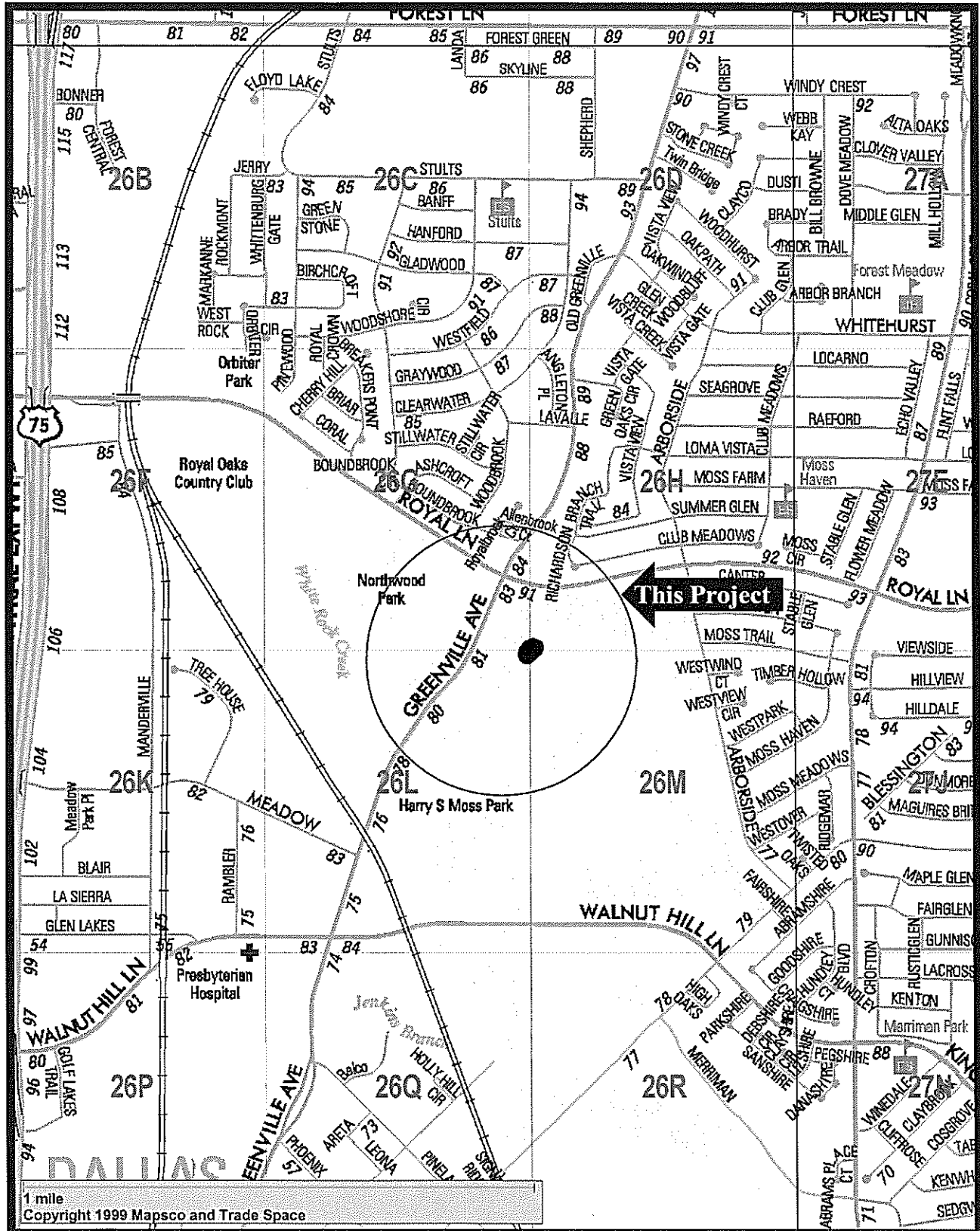
Mapsco 34-Q

Erosion Control Group 8



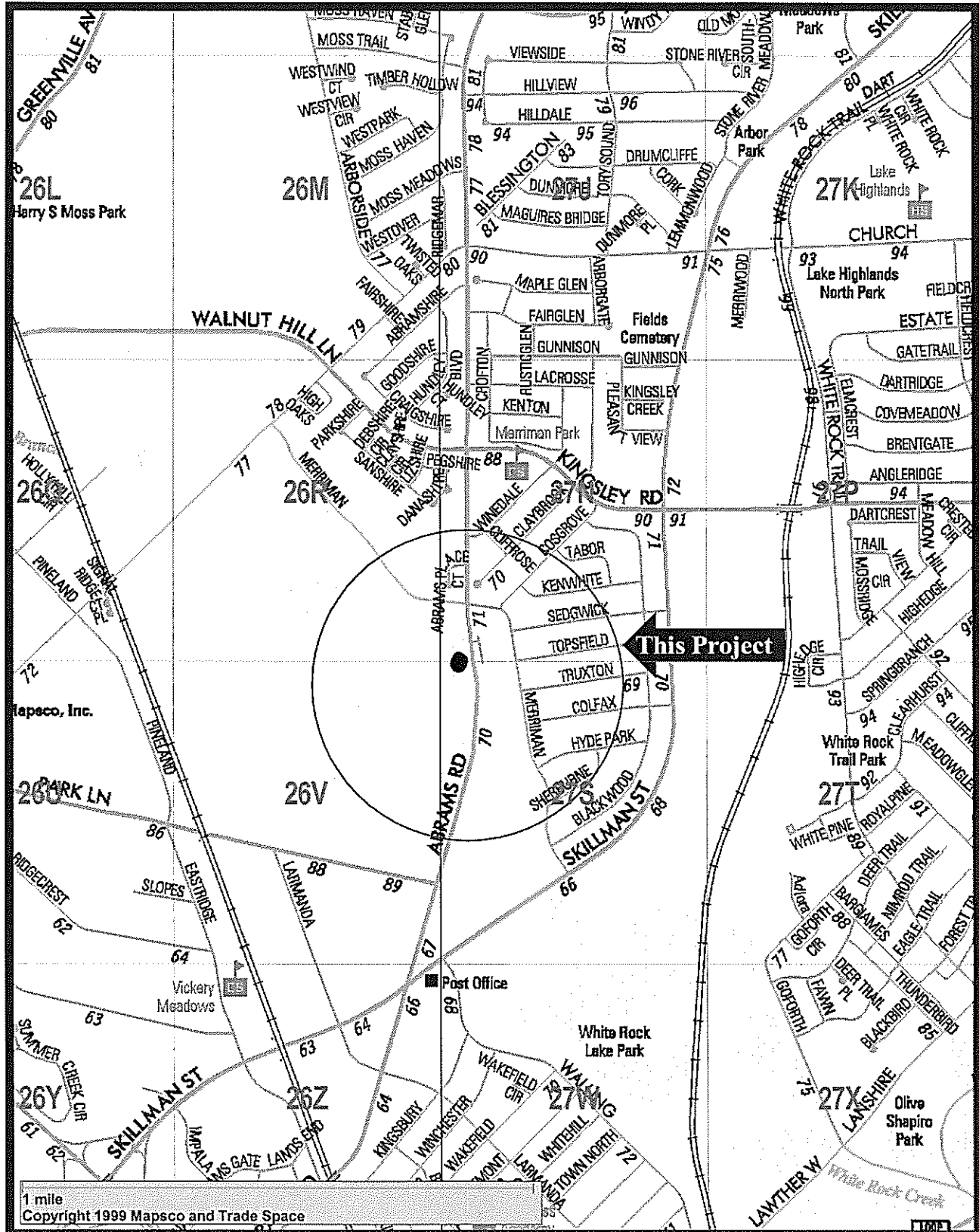
Mapsco 47-D

Erosion Control Group 11



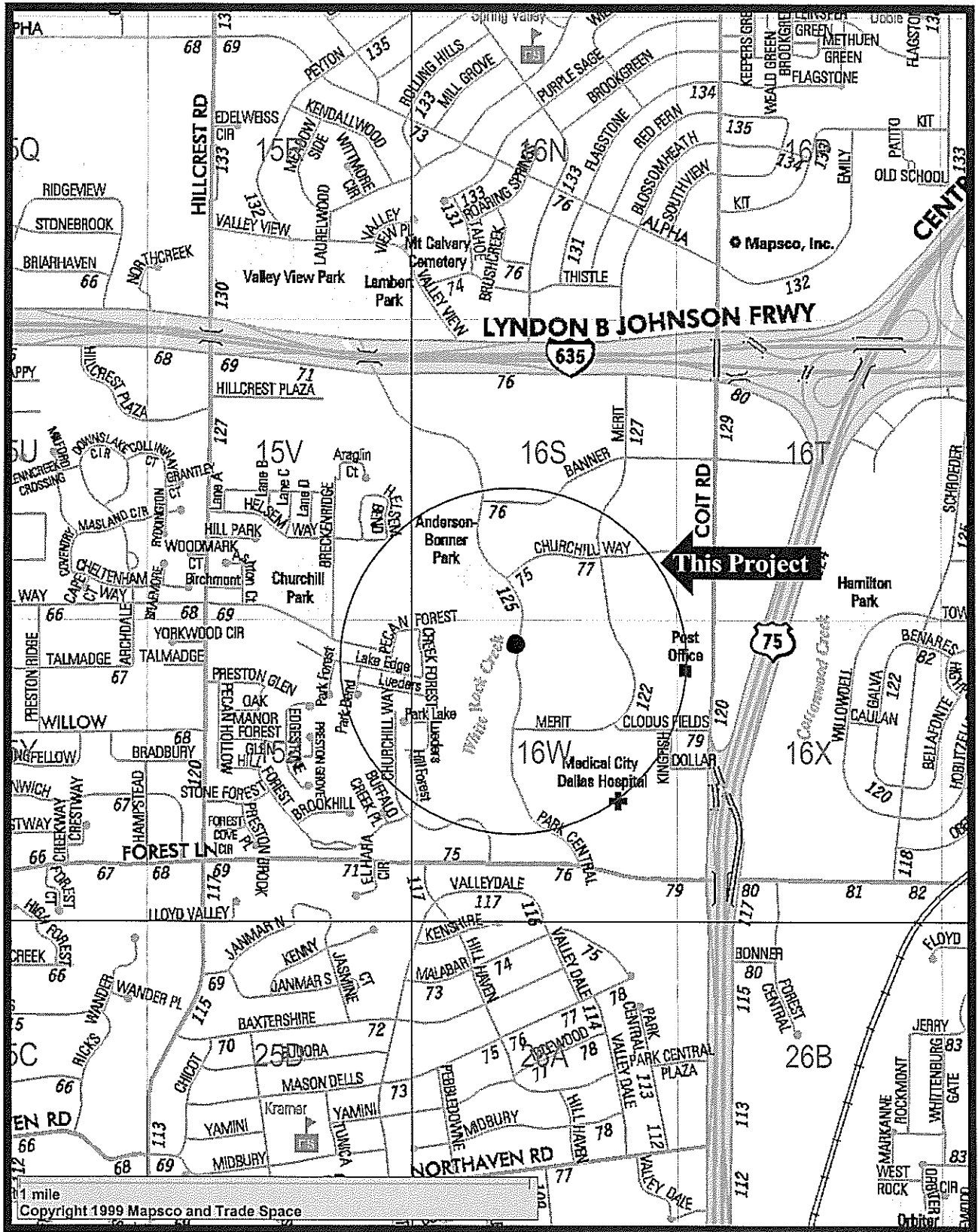
Mapsco 26-L

Erosion Control Group 11



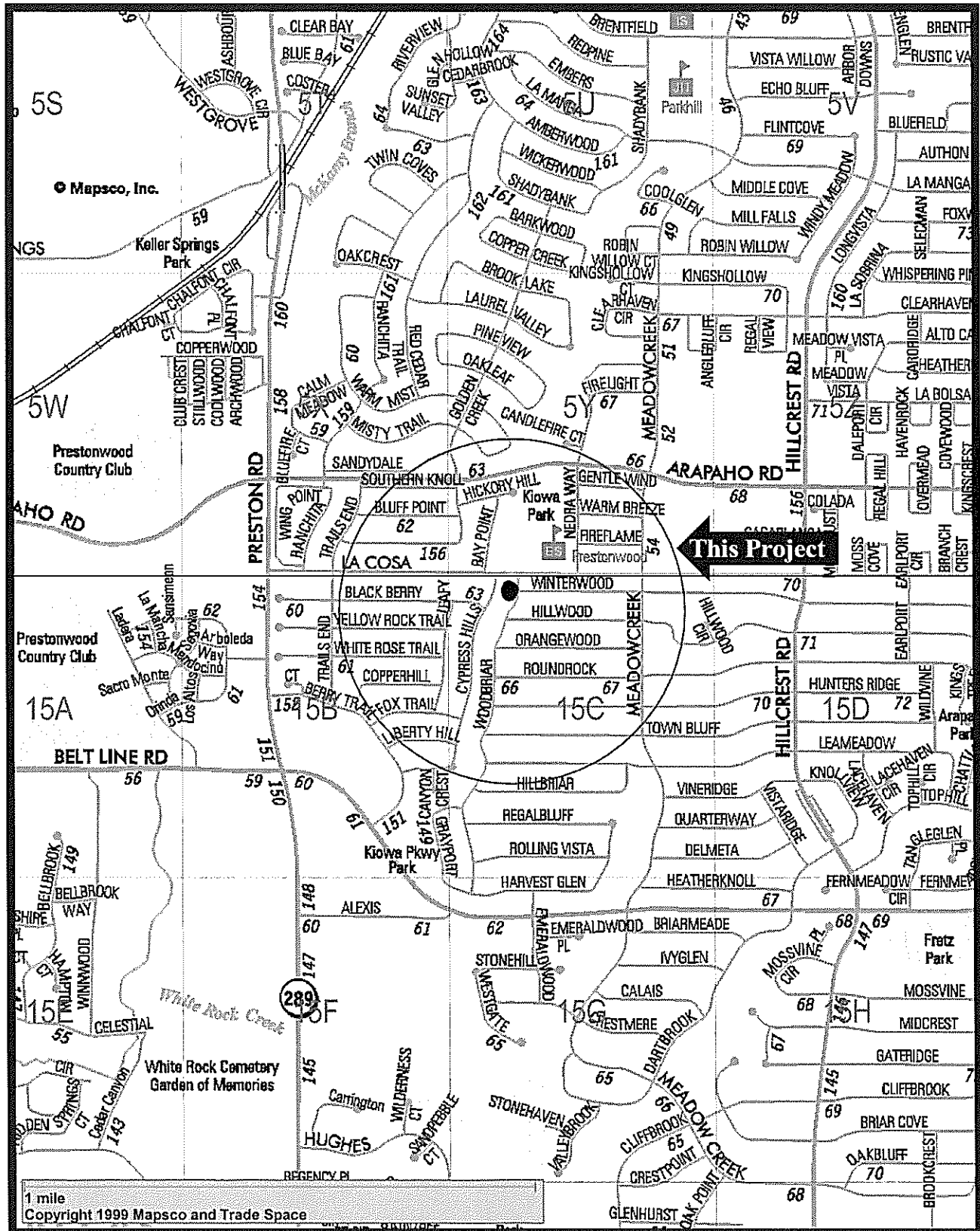
Mapsco 27-N,S

Erosion Control Group 11



Mapsc0 16-W

Erosion Control Group 11



Mapsco 15-C

June 28, 2017

WHEREAS, on February 10, 2016, City Council authorized a professional services contract with Huitt Zollars, Inc. for engineering design of erosion control improvements in an amount not to exceed \$187,996.00, by Resolution No. 16-0290; and

WHEREAS, on February 10, 2016, City Council authorized a professional services contract with Walter P. Moore and Associates for engineering design of erosion control improvements in an amount not to exceed \$186,492.00, by Resolution No. 16-0290; and

WHEREAS, on February 10, 2016, City Council authorized a professional services contract with GWC Engineering, LP for engineering design of erosion control improvements in an amount not to exceed \$211,940.91, by Resolution No. 16-0290; and

WHEREAS, on March 23, 2016, City Council authorized a professional services contract with IEA, Inc. for engineering design of erosion control improvements in an amount not to exceed \$244,961.18, by Resolution No. 16-0450; and

WHEREAS, on May 25, 2016, City Council authorized a professional services contract with LIM & Associates, Inc. for engineering design of erosion control improvements in an amount not to exceed \$97,977.00, by Resolution No. 16-0823; and

WHEREAS, on October 24, 2016, Administrative Action No. 16-6840 authorized Supplemental Agreement No. 1 to the professional services contract with GWC Engineering, LP for engineering design of erosion control improvements in an amount not to exceed \$49,628.37, increasing the contract from \$211,940.91 to \$261,569.28; and

WHEREAS, two bids were received on May 5, 2017 for the construction of Erosion Control Improvements Package B, as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Austin Filter Systems, Inc.	\$6,374,483.00
Ark Construction Services	\$6,821,805.00

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. The City Manager is hereby authorized to sign a contract with Austin Filter Systems, Inc., approved as to form by the City Attorney, for the Erosion Control Improvements Package B for 18 erosion control improvement projects, in an amount not to exceed \$6,374,483.00, this being the lowest responsible bid received as indicated by the tabulation of bids.

June 28, 2017

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds, in an amount not to exceed \$6,374,483.00, to Austin Filter Systems, Inc., from Contract No. TWM-2017-00001909 as follows:

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S746, Activity ERCT
Object 4599, Program TW12S746
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 452,630.50

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S755, Activity ERCT
Object 4599, Program TW12S755
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279, \$ 207,805.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S763, Activity ERCT
Object 4599, Program TW12S763
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 317,954.75

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S744, Activity ERCT
Object 4599, Program TW12S744
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 501,751.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S721, Activity ERCT
Object 4599, Program TW12S721
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 250,606.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S742, Activity ERCT
Object 4599, Program TW12S742
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 182,799.50

June 28, 2017**SECTION 2.** (continued)

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S738, Activity ERCT
Object 4599, Program TW12S738
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 807,643.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit W093, Activity ERCT
Object 4599, Program TW12W093
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 526,635.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S758, Activity ERCT
Object 4599, Program TW12S758
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 124,497.50

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S713, Activity ERCT
Object 4599, Program TW12S713
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 317,904.50

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S737, Activity ERCT
Object 4599, Program TW12S737
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 303,955.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S749, Activity ERCT
Object 4599, Program TW12S749
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 283,923.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S712, Activity ERCT
Object 4599, Program TW12S712
Contract No./Encumbrance CX TWM-201700001909
Vendor VS0000036279 \$ 180,121.00

June 28, 2017**SECTION 2.** (continued)

Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S764, Activity ERCT Object 4599, Program TW12S764 Contract No./Encumbrance CX TWM-201700001909 Vendor VS0000036279	\$ 111,287.00
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S700, Activity ERCT Object 4599, Program TW12S700 Contract No./Encumbrance CX TWM-201700001909 Vendor VS0000036279	\$ 112,423.50
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S701, Activity ERCT Object 4599, Program TW12S701 Contract No./Encumbrance CX TWM-201700001909 Vendor VS0000036279	\$ 473,706.50
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S730, Activity ERCT Object 4599, Program TW12S730 Contract No./Encumbrance CX TWM-201700001909 Vendor VS0000036279	\$ 171,469.50
Flood Protection and Storm Drainage Facilities Fund Fund 3U23, Department TWM, Unit S736, Activity ERCT Object 4599, Program TW12S736 Contract No./Encumbrance CX TWM-201700001909 Vendor VS0000036279	\$ 130,380.00
Water Utilities Capital Improvement Fund Fund 3115, Department DWU, Unit PW42 Object 4550, Program 717399 Contract No./Encumbrance CX TWM201700001909 Vendor VS0000036279	<u>\$ 916,990.75</u>
Total amount not to exceed	\$6,374,483.00

SECTION 3. That this resolution shall take effective immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1, 13, 14

DEPARTMENT: Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 24W 35S 44X

SUBJECT

Authorize a contract with Vescorp Construction, LLC dba Chavez Concrete Cutting, lowest responsible bidder of seven, for the construction of storm drainage improvements on Shorecrest Drive (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue and Bowser Avenue area - Not to exceed \$1,664,457 - Financing: 2003 Bond Funds

BACKGROUND

The intersections of Temple Drive and North Winnetka Avenue, Glencrest Lane and Shorecrest Drive, and Hawthorne Avenue and Bowser Avenue were identified as areas in need of storm drainage improvements. The 2003 Bond Program included funding for the engineering design and construction of storm drainage improvements at these locations. The construction will include paving, drainage improvements, and water and wastewater adjustments.

This action will authorize a contract with Vescorp Construction, LLC dba Chavez Concrete Cutting, the lowest responsible bidder of seven, for the construction of storm drainage improvements on Shorecrest (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue - Bowser Avenue area, in an amount not to exceed \$1,664,456.04.

ESTIMATED SCHEDULE OF PROJECT

Began Design	April 2006
Completed Design	April 2017
Begin Construction	July 2017
Complete Construction	December 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 12, 2006, City Council authorized a professional services contract for engineering design services by Resolution No. 06-1036.

On May 26, 2010, City Council authorized Supplemental Agreement No. 1 to the professional services contract by Resolution No. 10-1309.

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

2003 Bond Funds - \$1,664,456.04

Design	\$ 95,106.75
Supplemental Agreement No. 1	\$ 39,930.00
Construction (this action)	<u>\$1,664,456.04</u>
Total Project Cost	\$1,799,492.79

<u>Council District</u>	<u>Amount</u>
1	\$ 77,871.95
13	\$ 78,063.45
14	<u>\$1,508,520.64</u>
Total	\$1,664,456.04

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Vescorp Construction, LLC dba Chavez Concrete Cutting

Hispanic Female	5	Hispanic Male	48
African-American Female	0	African-American Male	0
Other Female	0	Other Male	0
White Female	0	White Male	0

BID INFORMATION

The following seven bids were received and opened on May 5, 2017:

*Denotes successful bidder(s)

<u>Bidders</u>	<u>Bid Amount</u>
*Vescorp Construction, LLC dba Chavez Concrete Cutting 4422 S. Peachtree Road Balch Springs, Texas 75180	\$1,664,456.04
Jeske Construction Co.	\$1,796,719.00
Camino Construction LP	\$2,139,497.00
Joe Funk Construction + Diversity Resources Group	\$2,239,130.00
Texas Standard Construction	\$2,474,896.75
Ark Contracting Services	\$3,246,700.00
SYB Construction Co., Inc.	**Non-Responsive

**SYB Construction Co., Inc. was deemed non-responsive, did not acknowledge Addendum Item No. 3 on the Scope of Work.

OWNER

Vescorp Construction, LLC dba Chavez Concrete Cutting

Hugo Chavez, President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Vescorp Construction, LLC dba Chavez Concrete Cutting, lowest responsible bidder of seven, for the construction of storm drainage improvements on Shorecrest Drive (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue and Bowser Avenue area - Not to exceed \$1,664,457 - Financing: 2003 Bond Funds

Vescorp Construction, LLC dba Chavez Concrete Cutting is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,664,456.04	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$1,664,456.04	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Flow Line Utilities, Inc.	HMMB31596N0419	\$968,982.00	58.22%
Vescorp Construction, LLC dba Chavez Concrete Cutting	HMDB37282Y0518	\$593,653.39	35.67%
T&R Excavation, Inc.	HMDB98060Y0218	\$101,820.65	6.12%
Total Minority - Local		\$1,664,456.04	100.00%

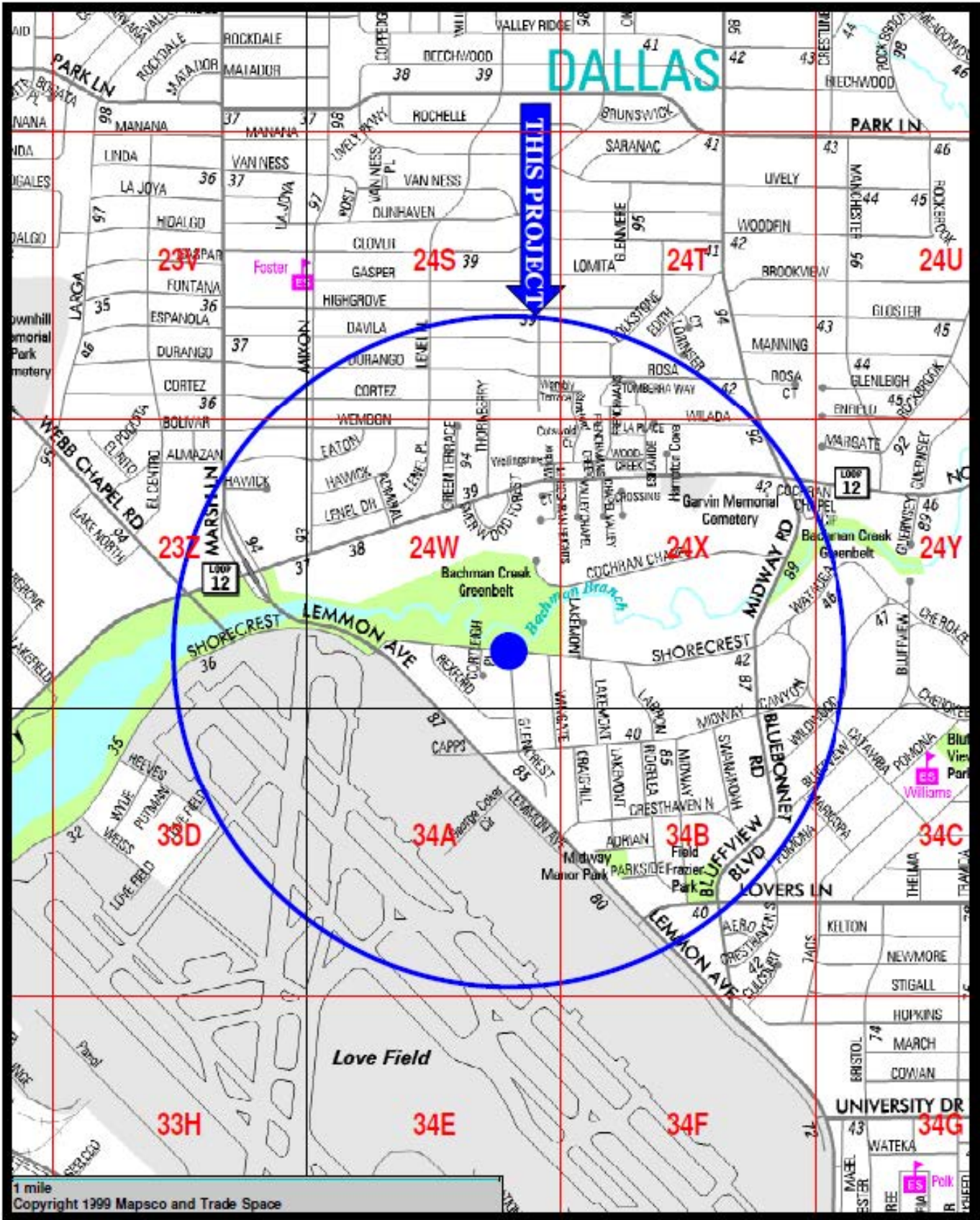
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

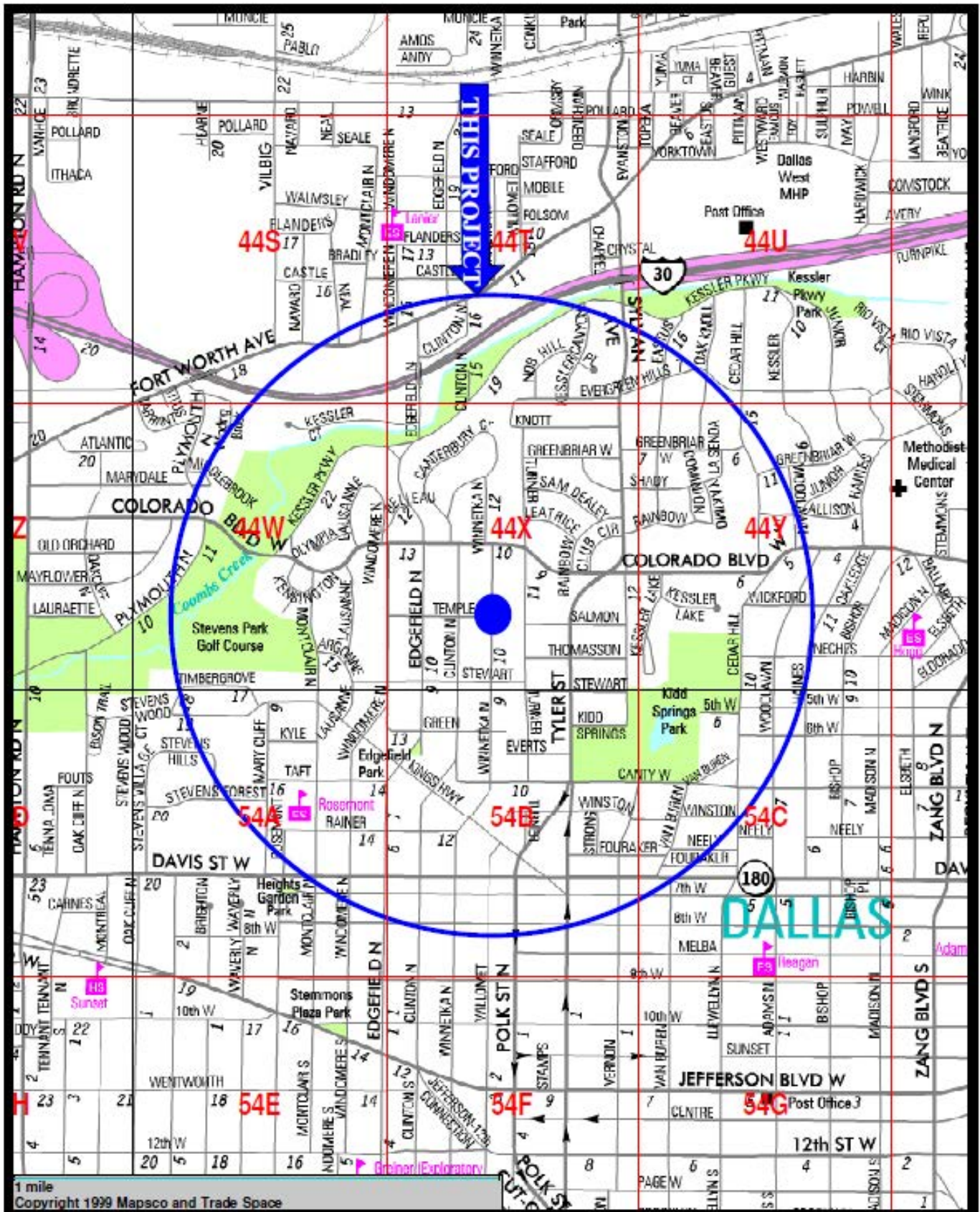
	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$1,664,456.04	100.00%	\$1,664,456.04	100.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$1,664,456.04	100.00%	\$1,664,456.04	100.00%

Shorecrest Drive (3852)



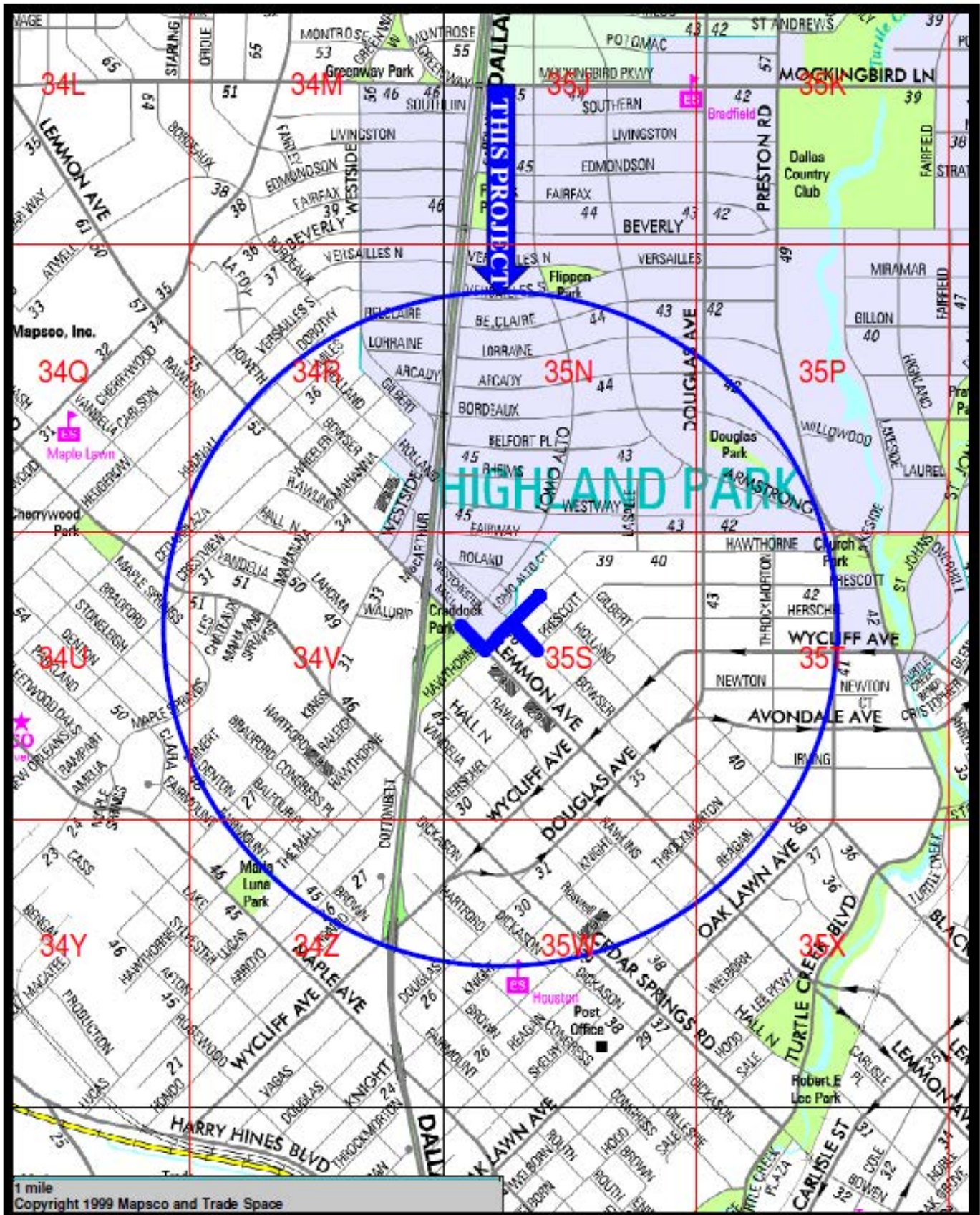
MAPSCO 24 - W

Winnetka Avenue (N) (1100 Block)



MAPSCO 44 - X

Hawthorne Avenue, Bowser Avenue Area



MAPSCO 35 - S

June 28, 2017

WHEREAS, on April 12, 2006, City Council authorized a professional services contract with Washington Group International, Inc. for engineering services for a group of five storm drainage improvement projects which includes (5513) Bryn Mawr Drive, Munger Avenue (3900) at Johnson Place, Shorecrest Drive (3852), Winnetka Avenue (N) (1100) block, and Hawthorne Avenue and Bowser Avenue area, in an amount not to exceed \$95,106.75, by Resolution No. 06-1036; and

WHEREAS, on May 26, 2010, City Council authorized Supplemental Agreement No. 1 to the professional services contract with URS Corporation (formerly doing business as Washington Group International, Inc.) to provide additional engineering design and surveying services for the drainage improvement project in the Hawthorne Avenue and Bowser Avenue area, in an amount not to exceed \$39,930.00, from \$95,106.75 to \$135,036.75, by Resolution No. 10-1309; and

WHEREAS, seven bids were received on May 5, 2017, for the construction of the storm drainage improvements on Shorecrest Drive (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue and Bowser Avenue area, as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Vescorp Construction, LLC dba Chavez Concrete Cutting	\$1,664,456.04
Jeske Construction Co.	\$1,796,719.00
Camino Construction LP	\$2,139,497.00
Joe Funk Construction + Diversity Resources Group	\$2,239,130.00
Texas Standard Construction	\$2,474,896.75
Ark Contracting Services	\$3,246,700.00
SYB Construction Co., Inc.	Non-Responsive

**SYB Construction Co., Inc. was deemed non-responsive, did not acknowledge Addendum Item No. 3 on the Scope of Work.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a contract with Vescorp Construction, LLC dba Chavez Concrete Cutting, approved as to form by the City Attorney, for the construction of storm drainage improvements on Shorecrest Drive (3852), North Winnetka Avenue (1100) block, and Hawthorne Avenue and Bowser Avenue area, in an amount not to exceed \$1,664,456.04, this being the lowest responsible bid received as indicated by the tabulation of bids.

June 28, 2017

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,664,456.04 to Vescorp Construction, dba Chavez Concrete Cutting, as follows:

Storm Drainage Management and Capital Construction Fund Fund 0063, Department SDM, Unit R704, Object 4599 Activity SD01, Program PB03R704 Encumbrance/Contract No. CX TWM-2017-00001882 Vendor VS89922	\$1,072,324.29
Flood Protection and Storm Drainage Facilities Fund Fund 3R23, Department TWM, Unit R704, Object 4599 Activity SDRS, Program PB03R701 Encumbrance/Contract No. CX TWM-2017-00001882 Vendor VS89922	\$ 63,107.02
Flood Protection and Storm Drainage Facilities Fund Fund 3R23, Department TWM, Unit R724, Object 4599 Activity SDRS, Program PB03R724 Encumbrance/Contract No. CX TWM-2017-00001882 Vendor VS89922	\$ 21,793.64
Flood Protection and Storm Drainage Facilities Fund Fund 4R23, Department TWM, Unit R704, Object 4599 Activity SDRS, Program PB03R704 Encumbrance/Contract No. CX TWM-2017-00001882 Vendor VS89922	\$ 46,552.50
Flood Protection and Storm Drainage Facilities Fund Fund 4R23, Department TWM, Unit R724, Object 4599 Activity SDRS, Program PB03R724 Encumbrance/Contract No. CX TWM-2017-00001882 Vendor VS89922	\$ 18,492.00
Flood Protection and Storm Drainage Facilities Fund Fund 5R23, Department TWM, Unit R704, Object 4599 Activity SDRS, Program PB03R704 Encumbrance/Contract No. CX TWM-2017-00001882 Vendor VS89922	\$ 13,266.05

June 28, 2017**SECTION 2.** (continued)

Flood Protection and Storm Drainage Facilities Fund
Fund 5R23, Department TWM, Unit R721, Object 4599
Activity SDRS, Program PB03R721
Encumbrance/Contract No. CX TWM-2017-00001882
Vendor VS89922 \$ 6,007.79

Flood Protection and Storm Drainage Facilities Fund
Fund 5R23, Department TWM, Unit R724, Object 4599
Activity SDRS, Program PB03R724
Encumbrance/Contract No. CX TWM-2017-00001882
Vendor VS89922 \$ 22,186.31

Flood Protection and Storm Drainage Facilities Fund
Fund 6R23, Department TWM, Unit R704, Object 4599
Activity SDRS, Program PB03R704
Encumbrance/Contract No. CX TWM-2017-00001882
Vendor VS89922 \$ 313,270.78

Flood Protection and Storm Drainage Facilities Fund
Fund 6R23, Department TWM, Unit R721, Object 4599
Activity SDRS, Program PB03R721
Encumbrance/Contract No. CX TWM-2017-00001882
Vendor VS89922 \$ 72,055.66

Flood Protection and Storm Drainage Facilities Fund
Fund 6R23, Department TWM, Unit R724, Object 4599
Activity SDRS, Program PB03R724
Encumbrance/Contract No. CX TWM-2017-00001882
Vendor VS89922 \$ 15,400.00

Total amount not to exceed \$1,664,456.04

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 43K P Q R

SUBJECT

Authorize an increase in the construction services contract with North Texas Contracting, Inc. for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for the Westmoreland Hampton Sump Drainage Improvements Project - Not to exceed \$459,698, from \$6,334,975 to \$6,794,673 - Financing: 2006 Bond Funds

BACKGROUND

The 1991 West Dallas Master Drainage Study identified storm drainage improvements for several streets in the West Dallas area south and west of the Trinity River to reduce flooding along Westmoreland Road, Singleton Boulevard, West Commerce Street, and Fish Trap Road through new storm drainage improvements. The 2006 Bond Program included funding for the design and construction of the storm drainage improvements on these streets.

During the installation of the proposed box culvert located along Westmoreland Road, pavement failure occurred resulting in a temporary emergency lane closure. This work includes shifting the proposed box culvert further east to eliminate a utility conflict. In addition, an aquatic relocation effort was required to address turtles and fish prior to performing channel grading work. The work also includes temporary paving in the center median to shift traffic west and implement extended multiple lane closures in the work zone. The work includes median removal, temporary paving and additional street excavation, concrete curb, concrete sidewalk, median pavement, traffic control, pre-cast box culvert, aquatic relocation and other miscellaneous work required to complete the project.

BACKGROUND (continued)

On September 10, 2014, City Council authorized award of a contract to North Texas Contracting, Inc. for the construction of storm drainage improvements in the West Dallas - Westmoreland Hampton Sump Basin, in an amount not to exceed \$6,334,975, by Resolution No. 14-1479.

On June 14, 2016, Administrative Action No. 16-0778 authorized Change Order No. 1 to the contract with North Texas Contracting, Inc., with zero cost, having no effect on the contract amount.

This action will authorize Change Order No. 2 with North Texas Contracting, Inc. for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for construction of the Westmoreland Hampton Sump Basin Drainage Improvements Project, in an amount not to exceed \$459,698, increasing the contract amount from \$6,334,975 to \$6,794,673.

ESTIMATED SCHEDULE OF PROJECT

Began Design	October 2009
Completed Design	June 2014
Began Construction	February 2015
Complete Construction	June 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 14, 2009, City Council authorized a professional services contract for engineering design services for a storm drainage improvement project for West Dallas - Westmoreland Road to Hampton Road Sump Basin by Resolution No. 09-2533.

On September 10, 2014, City Council authorized a contract with North Texas Contracting, Inc. for the construction of storm drainage improvements in the West Dallas - Westmoreland Hampton Sump Basin by Resolution No. 14-1479.

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$459,698

Design	\$ 702,814
Supplemental Agreement No. 1	\$ 22,000
Construction	\$6,334,975
Change Order No. 1	\$ 0
Change Order No. 2 (this action)	<u>\$ 459,698</u>
Total Project Cost	\$7,519,487

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

North Texas Contracting, Inc.

Hispanic Female	4	Hispanic Male	392
African-American Female	0	African-American Male	3
Other Female	0	Other Male	0
White Female	3	White Male	64

OWNER

North Texas Contracting, Inc.

Zach Fusilier, Vice President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the construction services contract with North Texas Contracting, Inc. for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for the Westmoreland Hampton Sump Drainage Improvements Project - Not to exceed \$459,698, from \$6,334,975 to \$6,794,673 - Financing: 2006 Bond Funds

North Texas Contracting, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$13,523.24	2.94%
Non-local contracts	\$446,174.76	97.06%
TOTAL THIS ACTION	\$459,698.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Duran Industries	HMDB56317Y1117	\$13,523.24	100.00%
Total Minority - Local		\$13,523.24	100.00%

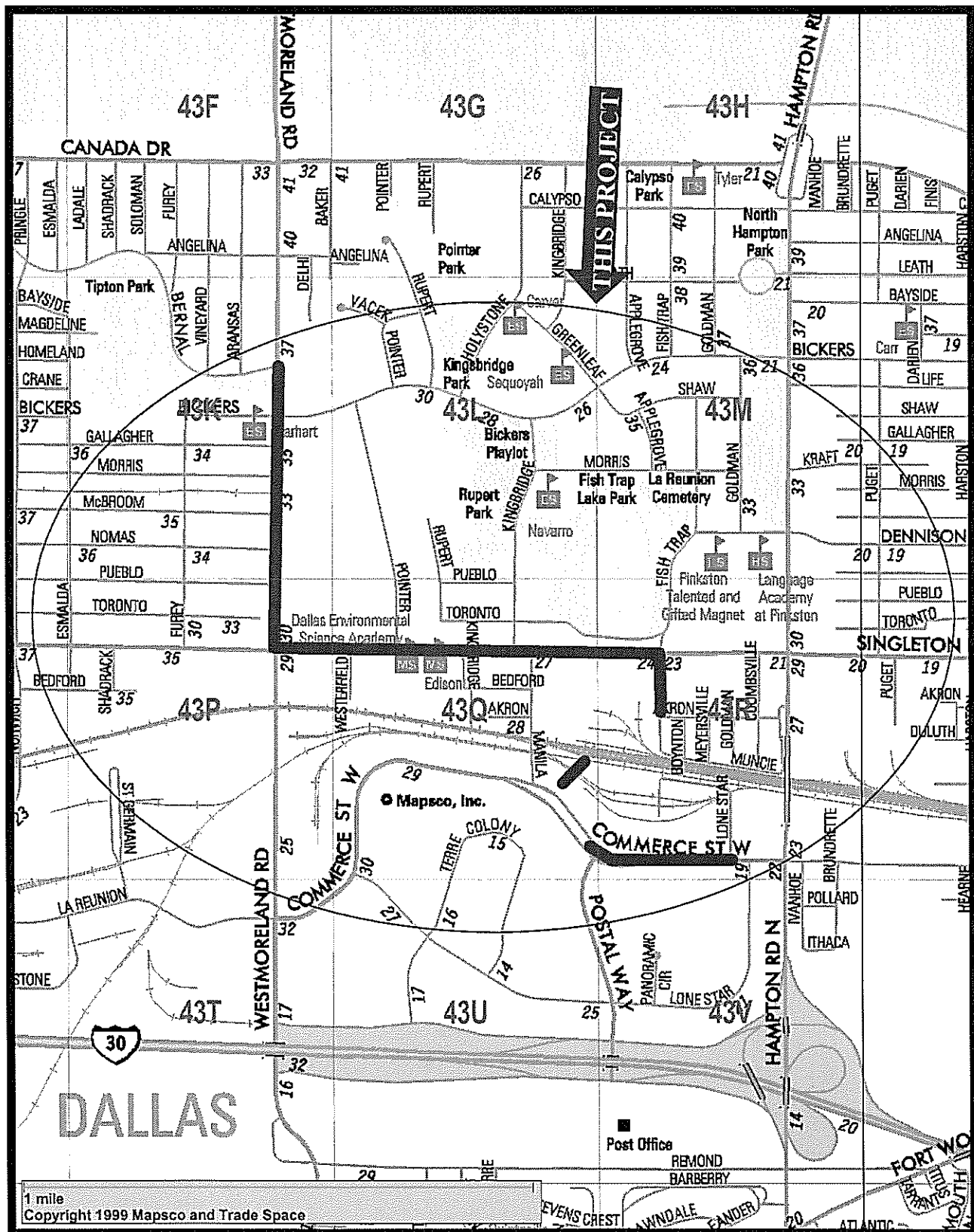
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Brenda Price Trucking	WFDB01435Y0617	\$65,000.00	14.57%
LB Transportation	WFWB62992N1218	\$40,000.00	8.97%
Total Minority - Non-local		\$105,000.00	23.53%

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$13,523.24	2.94%	\$1,463,926.58	21.55%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$105,000.00	22.84%	\$393,950.00	5.80%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$118,523.24	25.78%	\$1,857,876.58	27.34%

Westmoreland Hampton



MAPSCO 43 - K, P, Q, R

June 28, 2017

WHEREAS, on October 14, 2009, City Council authorized a professional services contract with Freese and Nichols, Inc. for engineering design of storm drainage improvements project for West Dallas - Westmoreland Road to Hampton Road Sump Basin, in an amount not to exceed \$702,814.00, by Resolution No. 09-2533; and

WHEREAS, on November 5, 2013, Administrative Action No. 13-1248 authorized Supplemental Agreement No. 1 to the professional services contract with Freese and Nichols, Inc. for additional services for the stormwater drainage and wastewater improvements, in an amount not to exceed \$22,000.00, from \$702,814.00 to \$724,814.00; and

WHEREAS, on September 10, 2014, City Council authorized a contract with North Texas Contracting, Inc. for construction services of storm drainage improvements project for West Dallas - Westmoreland Hampton Sump Basin, in an amount not to exceed \$6,334,975.00, by Resolution No. 14-1479; and

WHEREAS, on June 14, 2016, Administrative Action No. 16-0778 authorized Change Order No. 1 to the contract with North Texas Contracting, Inc., for additional temporary traffic control and concrete appurtenance design change with zero cost, having no effect on the contract amount; and

WHEREAS, this action will authorize Change Order No. 2 to the contract with North Texas Contracting, Inc. for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for the Westmoreland Hampton Sump Basin Drainage Improvements Project, in an amount not to exceed \$459,698.00, increasing the contract amount from \$6,334,975.00 to \$6,794,673.00.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That an increase in the construction services contract with North Texas Contracting, Inc. (Change Order No. 2) is authorized for additional excavation, box culvert, water adjustments, mobilization for storm drain relocation and material for additional temporary traffic control for the Westmoreland Hampton Sump Basin Drainage Improvements Project, in an amount not to exceed \$459,698.00, increasing the contract amount, from \$6,334,975.00 to \$6,794,673.00.

June 28, 2017

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$459,698.00 to North Texas Contracting, Inc., as follows:

Flood Protection and Storm Drainage Facilities Fund
Fund 1T23, Department TWM, Unit T542, Activity SDRS
Object 4540, Program PB06T542
Encumbrance/Contract No. CT PB06T542I1, Vendor 514455 \$ 81,706.82

Flood Protection and Storm Drainage Facilities Fund
Fund 3T23, Department TWM, Unit T542, Activity SDRS
Object 4540, Program PB06T542
Encumbrance/Contract No. CT PB06T542I1, Vendor 514455 \$377,991.18

Total amount not to exceed \$459,698.00

SECTION 3. That this contract is designated as Contract No. TWM-2016-00001504.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 7
DEPARTMENT: Trinity Watershed Management
CMO: Jody Puckett, 670-3390
MAPSCO: 57U

SUBJECT

A resolution authorizing the conveyance of a utility easement containing approximately 25,615 square feet of land to Southwestern Bell Telephone Company d/b/a AT&T Texas for the construction, use, and maintenance of communication and information facilities across City-owned land located at Elam Road near its intersection with Pemberton Hill Road - Financing: No cost consideration to the City

BACKGROUND

This item authorizes the conveyance of a utility easement, located at Elam Road near its intersection with Pemberton Hill Road to Southwestern Bell Telephone Company d/b/a AT&T Texas. This easement will allow for the construction, use, and maintenance of communication and information systems to service the Trinity Forest Golf Course - Southern Methodist University (SMU) and First Tee of Greater Dallas (First Tee).

The property is currently leased to The Company of Trinity Forest Golfers, Inc., a Texas nonprofit corporation. Pursuant to said Lease Agreement, the Lessee is required to maintain User Agreements with SMU and First Tee for an initial minimum term of not less than five years.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

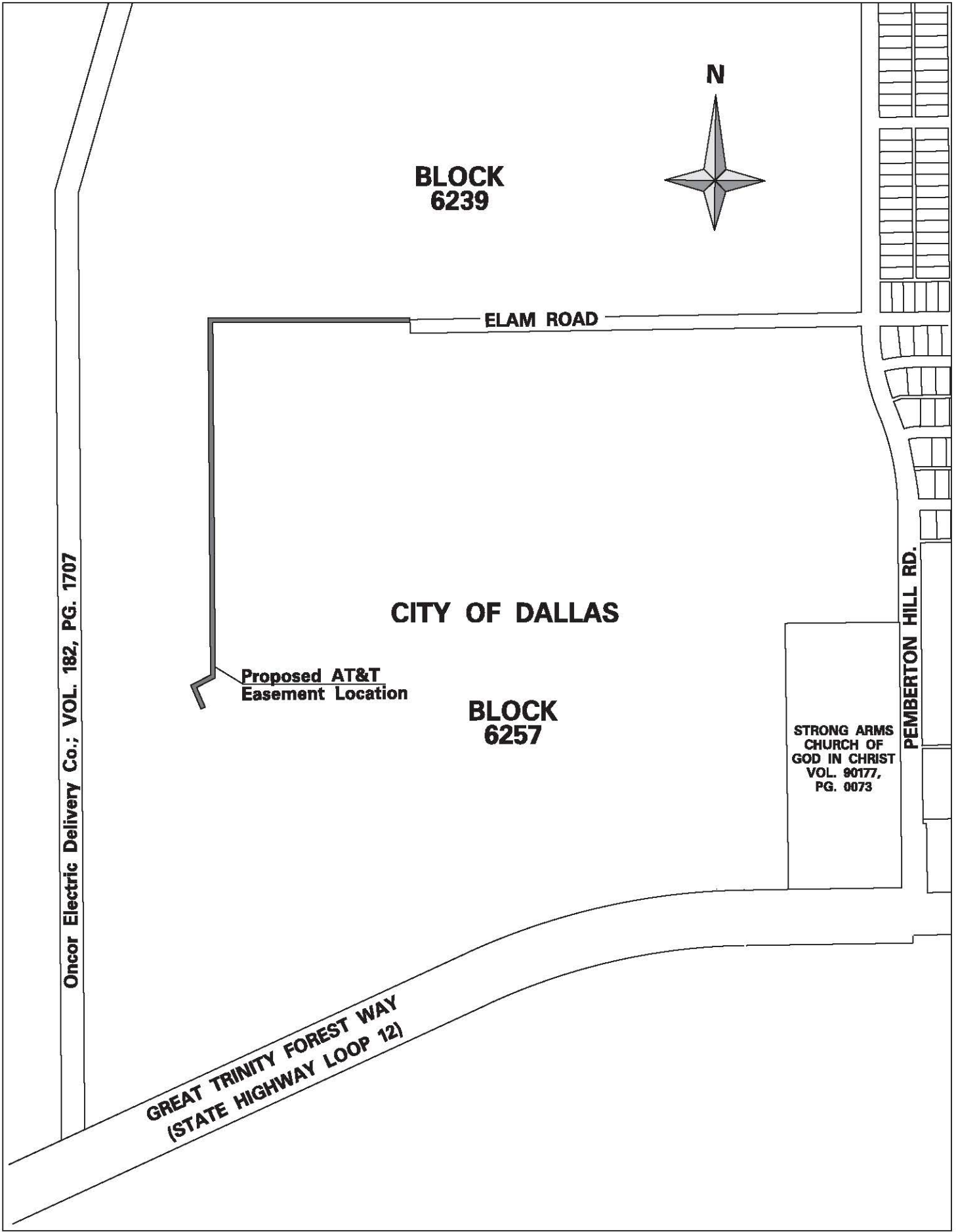
City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



June 28, 2017

WHEREAS, the City of Dallas owns certain land being part of City Blocks 6239 and 6257, Dallas, Dallas County, Texas, which is currently being developed for use as the Trinity Forest Golf Course, being the same land conveyed to the City of Dallas by deed recorded in Instrument No. 20080250127 of the Official Public Records of Dallas County, Texas; and

WHEREAS, Southwestern Bell Telephone Company d/b/a AT&T Texas has requested a Utility Easement containing approximately 25,615 square feet of land, being more fully described in Exhibit A, attached hereto and incorporated herein for all purposes (the Easement); for the construction, use, and maintenance of communication and information facilities; and

WHEREAS, the property is currently leased to The Company of Trinity Forest Golfers, Inc., a Texas nonprofit corporation; and

WHEREAS, pursuant to said Lease Agreement, Section 4.02. Permitted Uses, the premises may be used solely for the design, development, construction, maintenance and operation of a championship golf course and training facility and associated dining and hospitality activities, including tournaments, competitions and other golf and outdoor recreational events and activities; and

WHEREAS, pursuant to said Lease Agreement, Section 5.05. Byron Nelson, SMU And First Tee User Agreements, the Lessee is required to maintain legally binding User Agreements with Southern Methodist University (SMU) and First Tee of Greater Dallas (First Tee) for an initial term of not less than five years; and

WHEREAS, pursuant to said Lease Agreement, Section 7.08. Zoning and Platting; Permits and Other Approvals, the Lessee is required to bear the cost for any necessary easements; and

WHEREAS, the City of Dallas needs and desires said utility service to provide service to the Trinity Forest Golf Course - SMU and First Tee.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver to Southwestern Bell Telephone Company d/b/a AT&T Texas, a Utility Easement to be attested by the City Secretary, approved as to form by the City Attorney, for the construction, use, and maintenance of communication and information facilities to service the Trinity Forest Golf Course - SMU and First Tee, as to approximately 25,615 square feet of land described in Exhibit A.

June 28, 2017

SECTION 2. That this contract is designated as Contract No. TWM-2017-00002258.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
Larry E. Casto, City Attorney

BY:


Assistant City Attorney

25,615 Square Foot (0.588 Acre) AT&T Easement

Being Unplatted Property and Being
 Part of City Blocks 6239 and 6257
 Cornelius Cox Survey, Abstract No. 284 and
 I.L. Hill Survey, Abstract No. 648
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 25,615 square foot (0.588 acre) tract of unplatted land situated in the Cornelius Cox Survey, Abstract No. 284 and the I.L. Hill Survey, Abstract No. 648, Dallas County, Texas and in Blocks 6239 and 6257, Official Block Numbers of the City of Dallas, Texas; said tract being part of that certain tract of land described in Exhibit "A" in Special Warranty Deed to the City of Dallas recorded in Instrument No. 20080250127 of the Official Public Records of Dallas County, Texas; said 25,615 square foot (0.588 acre) tract being more particularly described as follows (Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone (4202). Distances reported have been scaled by applying the Dallas County TxDOT surface adjustment factor of 1.000136506.):

COMMENCING, at a 5/8-inch iron rod with "COD" cap found at a reentrant corner of said City of Dallas tract and at the north corner of the west terminus of Elam Road (a 60-foot wide right-of-way, Volume 2234, Page 336);

THENCE, South 01 degrees, 05 minutes, 48 seconds East, along an east line of said City of Dallas tract and the said west terminus of Elam Road, a distance of 1.62 feet a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set at the **POINT OF BEGINNING**;

THENCE, South 01 degrees, 05 minutes, 48 seconds East, continuing along the said east line of the City of Dallas tract and the said west terminus of Elam Road, a distance of 10.00 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 89 degrees, 57 minutes, 45 seconds West, departing the said east line of the City of Dallas tract and the said west terminus of Elam Road, a distance of 288.44 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 44 degrees, 57 minutes, 45 seconds West, a distance of 31.44 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 89 degrees, 57 minutes, 40 seconds West, a distance of 565.20 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 00 degrees, 23 minutes, 55 seconds East, a distance of 1,551.17 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 67 degrees, 32 minutes, 28 seconds West, a distance of 50.05 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 22 degrees, 27 minutes, 32 seconds East, a distance of 62.01 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, South 67 degrees, 32 minutes, 28 seconds West, a distance of 10.00 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, North 22 degrees, 27 minutes, 32 seconds West, a distance of 72.01 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, North 67 degrees, 32 minutes, 28 seconds East, a distance of 53.31 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, North 00 degrees, 23 minutes, 55 seconds West, a distance of 1,554.49 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

FIELD NOTES APPROVED:

for 5/8/17



25,615 Square Foot (0.588 Acre) AT&T Easement

Being Unplatted Property and Being
Part of City Blocks 6239 and 6257
Cornelius Cox Survey, Abstract No. 284 and
I.L. Hill Survey, Abstract No. 648
City of Dallas, Dallas County, Texas

THENCE, North 89 degrees, 57 minutes, 40 seconds East, a distance of 571.12 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

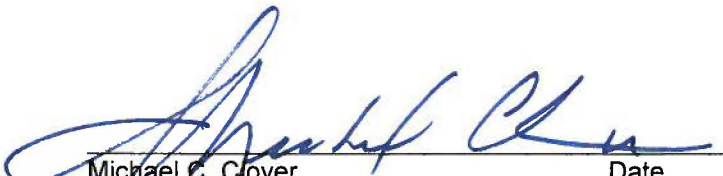
THENCE, North 44 degrees, 57 minutes, 45 seconds East, a distance of 31.44 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

THENCE, North 89 degrees, 57 minutes, 45 seconds East, a distance of 292.40 feet to the **POINT OF BEGINNING**;

CONTAINING, 25,615 square feet or 0.588 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.


Michael C. Clover
Registered Professional Land Surveyor No. 5225
Pacheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10193805



2741-15.438EX3-3.doc
2741-15.438EX3-3.dwg acd



0 100 200 400

GRAPHIC SCALE IN FEET

BLOCK 6239
CITY OF DALLAS
(INST. NO. 20080250127)

WASTEWATER EASEMENT
(VOL. 96059, PG. 414)

5/8-INCH IRON
ROD W/"COD" CAP
FOUND (C.M.)

P.O.C.

P.O.B.

10' UNOBSTRUCTED
S.W.B.T. CO. EASEMENT
(VOL. 4120, PG. 153)

BLOCK LINE
1,435.78'

N 89°57'40" E 571.12'

S 89°57'40" W 565.20'

BLOCK 6257
CITY OF DALLAS
(INST. NO. 20080250127)

AT&T EASEMENT
25,615 SF
(0.588 ACRES)

NOT TO SCALE

P.O.C.

P.O.B.

L1
L2

29.94'
18.43'

5/8-INCH IRON
ROD FOUND (C.M.)

5/8-INCH IRON
ROD W/"COD" CAP
FOUND (C.M.)

I.L. HILL SURVEY, ABSTRACT NO. 648
CORNELIUS COX SURVEY, ABSTRACT NO. 284

1,985.98'

ELAM ROAD

(60' WIDE RIGHT-OF-WAY)
(VOL. 2234, PG. 336)

CITY OF DALLAS
(INST. NO. 201400212875)

2,591.97'

LEGEND

- PROPERTY LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- 5/8-INCH IRON ROD WITH "PACHECO KOCH EASEMENT" CAP SET (UNLESS OTHERWISE NOTED)
- P.O.B.** - POINT OF BEGINNING
- P.O.C.** - POINT OF COMMENCING
- (C.M.) - CONTROLLING MONUMENT

CORNELIUS COX SURVEY, ABSTRACT NO. 284
ISAAC ELAM SURVEY, ABSTRACT NO. 443

BLOCK LINE

450.19'

1/2-INCH IRON
ROD FOUND (C.M.)

SEE SHEET 4 OF 4
FOR LINE TABLE

BLOCK 6258
CITY OF DALLAS
(INST. NO. 20080250127)

NOTES:

- A metes and bounds description of even survey date herewith accompanies this plat of survey.
- Bearing system for this survey is based on the State Plane Coordinate System - NAD 83, (2011), Texas North Central Zone (4202). Distances shown have been adjusted to surface by applying the Dallas County TxDOT surface adjustment factor of 1.000136506.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

Michael C. Clover
Registered Professional
Land Surveyor No. 5225

Date

05/05/2017



Pacheco Koch

7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193805

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
ACD	MCC	1"=200'	MARCH 2017	2741-15.438

**25,615 SQUARE FOOT/
0.588 ACRE
AT&T EASEMENT**

BEING UNPLATTED PROPERTY AND BEING
PART OF CITY BLOCKS 6239 & 6257
CORNELIUS COX SURVEY, ABSTRACT NO. 284 &
I.L. HILL SURVEY, ABSTRACT NO. 648,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 01° 05' 48" E	1.62'
L2	S 01° 05' 48" E	10.00'
L3	S 89° 57' 45" W	288.44'
L4	S 44° 57' 45" W	31.44'
L5	S 67° 32' 28" W	50.05'
L6	S 22° 27' 32" E	62.01'
L7	S 67° 32' 28" W	10.00'
L8	N 22° 27' 32" W	72.01'
L9	N 67° 32' 28" E	53.31'
L10	N 44° 57' 45" E	31.44'
L11	N 89° 57' 45" E	292.40'

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System – NAD 83, (2011), Texas North Central Zone (4202). Distances shown have been adjusted to surface by applying the Dallas County TxDOT surface adjustment factor of 1.000136506.



7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193805

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
ACD	MCC	NONE	MARCH 2017	2741-15.438

**25,615 SQUARE FOOT/
0.588 ACRE
AT&T EASEMENT**

BEING UNPLATTED PROPERTY AND BEING
PART OF CITY BLOCKS 6239 & 6257
CORNELIUS COX SURVEY, ABSTRACT NO. 284 &
I.L. HILL SURVEY, ABSTRACT NO. 648,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 4 OF 4

AGENDA ITEM # 44

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 8
DEPARTMENT: Trinity Watershed Management
CMO: Jody Puckett, 670-3390
MAPSCO: 57Z

SUBJECT

An ordinance abandoning South Longacre Lane to the City of Dallas, the abutting owner, containing approximately 40,736 square feet of land, located at its intersection with Great Trinity Forest Way for the Trinity River Corridor Project - Audubon Center - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of South Longacre Lane to the City of Dallas, the abutting owner. The abandonment will change the use of the area from a public street to a private drive serving the Trinity River Audubon Center, the Trinity Forest Golf Course and the AT&T Trail. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

Revenue - \$5,400, plus the \$20 ordinance publication fee

MAP

Attached

GREAT TRINITY FOREST WAY

LOOP 12

Carter Road

Palm Oak Drive

BLOCK
6258

City of Dallas
Int. #201200145747
City of Dallas
Int. #201200287032

AREA TO BE ABANDONED,
CLOSED AND VACATED

N

CITY of DALLAS
Instr. # 20080250127
& 20080250128

BLOCK
6263

CITY of DALLAS
Instr. # 200600244744

CITY of DALLAS
Vol. 2003230, Pg. 10010

CITY OF DALLAS
Vol. 2003017, Pg. 55

CITY OF DALLAS
Int. #201100154447

SOUTH LONGACRE LANE (to the City of Dallas: Int. #201400147046)

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BLOCK
6263

8

7

ORDINANCE NO. _____

An ordinance providing for the abandonment of South Longacre Lane in City Block 6258 and adjacent to City Block 6263 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to the City of Dallas (the "City"); providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon City's own request and petition as the owner of the properties abutting and the underlying fee title to the hereinafter described tract of land, deems it advisable to abandon and quitclaim the hereinafter described tract of land to itself for a non right-of-way public project and use, and is of the opinion that, subject to the terms and conditions herein provided, said South Longacre Lane is not needed for public use, and same should be abandoned and quitclaimed to City, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same for the consideration and subject to the terms and conditions hereinafter more fully set forth.

Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS**, paid by City and/or credited by City of Dallas to the appropriate internal municipal accounts and the further consideration described in Sections 8, 9, 10 and 11; the City of Dallas does by these presents forever Quitclaim unto City, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, and does abandon, vacate and relinquish all public right, title and interest in and to the public right-of-way as to and encumbering those certain tracts of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the right, privilege, hereditaments and appurtenances thereto in any manner belonging unto City forever.

SECTION 3. That upon payment and/or crediting of the monetary consideration set forth in Section 2, City accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to transfer the monetary consideration set forth in Section 2 plus recording and publication fees in the amount of \$74.00 from the Park and Recreation Facilities Fund, Fund 1T00, Department PKR, Unit T046, Activity CCSS to the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon the City of Dallas, its successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, City shall:

- a) maintain access to the AT&T Trail Head for the public during normal operation times.
- b) maintain access to a gas probe well associated with Deepwood; and provide that the abandonment does not affect the well.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim to City made herein, City shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by City in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, City shall, immediately upon the effectiveness of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. Responsibility for keeping the areas described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by City, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt and/or crediting of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, the Director of Department of Sustainable Development and Construction, or designee shall record same. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____

Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: _____

Assistant Director

Passed _____.

**FIELD NOTES DESCRIBING A 40,736 SQUARE FOOT (0.935 ACRE)
Tract of Unplatted Land, Being All of "LONGACRE LANE" Lying in
The Gideon Pemberton Survey, Abstract No. 1155**

BEING a 40,736 Square Foot (0.935 Acre) tract of Unplatted land in the Gideon Pemberton Survey, Abstract Number 1155, City of Dallas, Dallas County, Texas, lying in Block A/6258, Official City of Dallas Block Numbers, and being all of the land conveyed to the City of Dallas, by Deed dated June 12, 2014 and recorded in Instrument Number 201400147046 of the Official Public Records of Dallas County, Texas by Judgement in the Absence of Objections, in the Dallas County Court at Law No. 1, and being more particularly described as follows:

COMMENCING at a wooden Railroad Tie fence corner with a PK nail set in the top, found in the South line of Carter Road (a variable-width Right-of-Way) at the Northwest corner of a tract of land conveyed to Veynell Warren, by deed dated December 21, 2012, recorded in Instrument Number 201200381166 of the Official Public Records of Dallas County, Texas, same being the Northeast corner of a tract of land conveyed to Kidwill Investments, Inc., Inc., by deed dated July 14, 2005 and recorded in Volume 2005139, Page 2453 of the Official Public Records of Dallas County, Texas:

THENCE North 89°34'18" West, along the North line of said Kidwill Investments, Inc. tract, same being the South line of said Carter Road, pass at 688.76 feet the most Westerly Northwest corner of said Kidwill Investments, Inc. tract, being also the Northeast corner of a tract of land conveyed to the City of Dallas by deed recorded in Instrument Number 201200287032 of the Official Public Records of Dallas County, pass at 787.20 feet the Northeast corner of a tract of land conveyed to the City of Dallas by deed recorded in Instrument Number 201200145747 of the Official Public Records of Dallas County, Texas, and continuing for a total distance of 896.27 feet to a 5/8 inch dia. steel rod with cap marked "CITY OF DALLAS" set at the Northeast corner and **POINT OF BEGINNING** of the herein described tract:

THENCE South 00°14'11" East, departing the last said South line of Carter Road, with the common line between Longacre Lane and said City of Dallas tract, a distance of 500.55 feet to a 5/8 inch dia. steel rod with cap marked "CITY OF DALLAS" set at the Southwest corner of said City of Dallas tract, being also the most Westerly Northwest corner of a 39.6347 Acre tract of land conveyed to the City of Dallas, by Deed recorded in Instrument Number 200600244744 of the Official Public Records of Dallas County, Texas:

**FIELD NOTES DESCRIBING A 40,736 SQUARE FOOT (0.935 ACRE)
Tract of Unplatted Land, Being All of "LONGACRE LANE" Lying in
The Gideon Pemberton Survey, Abstract No. 1155**

THENCE South 00°44'48" East, continuing with the common line between Longacre Lane and said City of Dallas tract, pass at 1,010.72 feet a 5/8 inch diameter steel rod with cap marked "CITY OF DALLAS" set at the Northwest corner of a tract of land conveyed to the City of Dallas by deed recorded in Volume 2003230, Page 10010 of the Official Public Records of Dallas County, Texas, and continuing for a total distance of 1,536.05 feet to a 5/8 inch diameter steel rod with cap marked "CITY OF DALLAS" set at the Southeast corner of said Longacre Lane, on the West line of a tract conveyed to the City of Dallas by deed recorded in Instrument Number 201100154447 of the Official Public Records of Dallas County, Texas:

THENCE South 89°15'12" West, departing the said common line between Longacre Lane and said City of Dallas tract and with the South line of Longacre Lane a distance of 20.00 feet to the Southwest corner of the herein described tract of land, being an inside corner to a 190.96 acre tract conveyed to the City of Dallas by deeds recorded in Instruments 20080250127 and 20080250128 of the Official Public Records of Dallas County, Texas (not monumented):

THENCE North 00°44'48" West with the common line between said City of Dallas tract and Longacre Lane a distance of 1,536.14 feet to an outside corner of the herein described tract of land (not monumented):

THENCE North 00°14'11" West, continuing with said common line between said City of Dallas tract and Longacre Lane a distance of 500.87 feet to a 5/8 inch diameter steel rod with cap marked "CITY OF DALLAS" set at the intersection with the said South line of Carter Road:

THENCE South 89°34'18" East with the said South line of Carter Road a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.935 acres, or 40,736 Sq. Ft. of land.

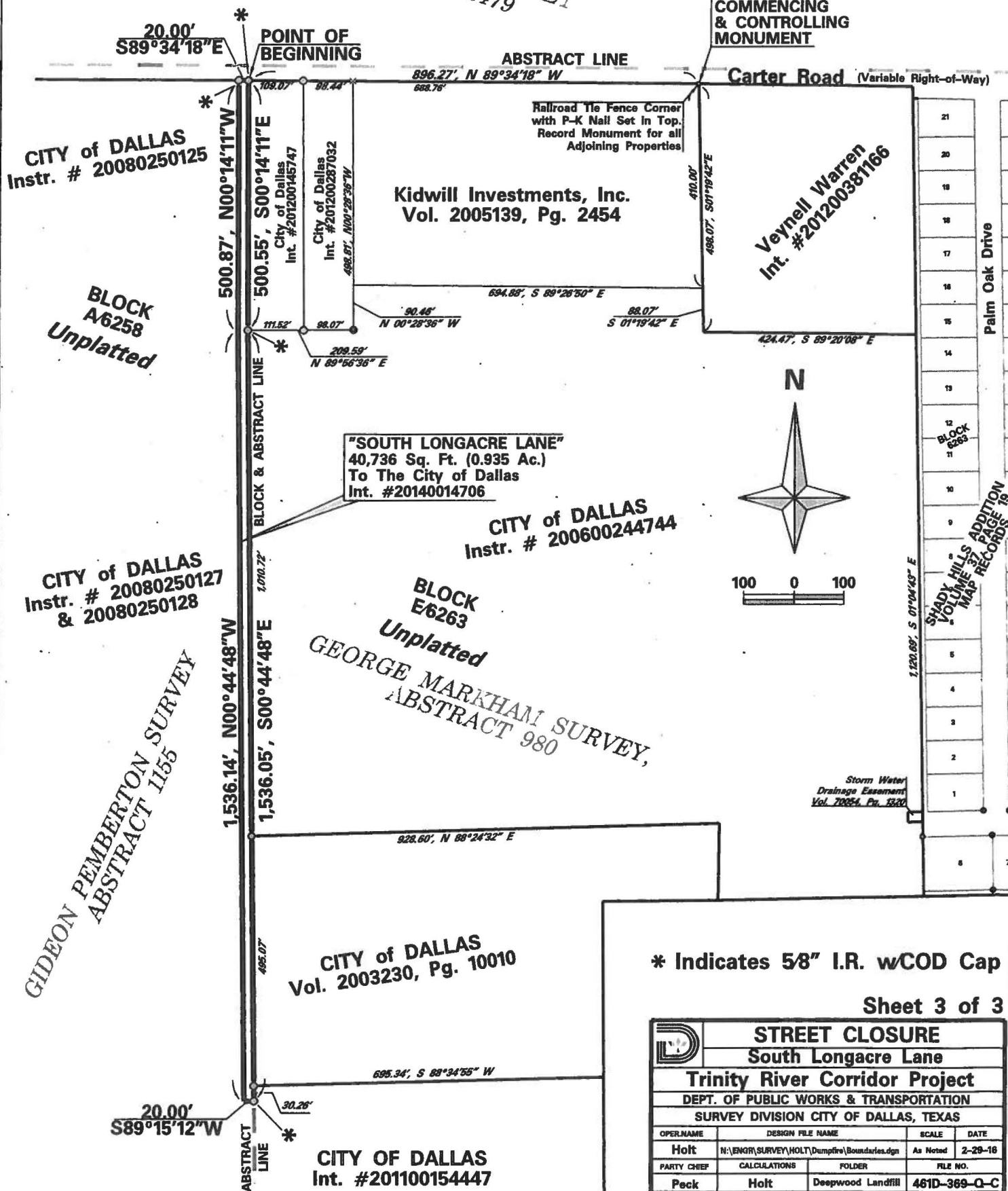
BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983.

Scott Holt
2/29/2016



LOOP 12

GREAT TRINITY FOREST WAY

POINT OF
COMMENCING
& CONTROLLING
MONUMENT

* Indicates 5/8" I.R. w/COD Cap

Sheet 3 of 3

STREET CLOSURE			
South Longacre Lane			
Trinity River Corridor Project			
DEPT. OF PUBLIC WORKS & TRANSPORTATION			
SURVEY DIVISION CITY OF DALLAS, TEXAS			
OPER NAME	DESIGN FILE NAME	SCALE	DATE
Holt	N:\ENGR\SURVEY\HOLT\Dumpfire\Boundaries.dgn	As Noted	2-29-16
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
Peck	Holt	Deepwood Landfill	461D-369-Q-C

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

AGENDA ITEM # 45

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 790 A

SUBJECT

Authorize an engineering services contract with DAL-TECH Engineering, Inc. to provide engineering and construction phase services for the off-site residuals lagoon facility improvements at the East Side Water Treatment Plant - Not to exceed \$1,111,044 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The East Side Water Treatment Plant located in Sunnyvale, Texas, is the largest of three water treatment plants operated by Dallas Water Utilities. It has a capacity of 440 million gallons per day and provides approximately 50 percent of the water for Dallas and its customer cities. Residuals are a normal by-product of the drinking water treatment process and are stored in lagoons at the plant. The East Side Water Treatment Plant has five on-site lagoons and three off-site lagoons to collect and manage residuals. Periodic routine maintenance requires removal of the accumulated residuals and disposal of the solid residuals in a landfill.

This action will provide engineering services to develop plans and specifications for the cleaning of the off-site lagoons, as well as major maintenance and rehabilitation improvements to the supporting infrastructure. These improvements include a new security fence, maintenance of existing roads, mechanical piping improvements, and communication infrastructure to allow remote monitoring of the site, which is located about one mile from the water treatment plant. Also included in this action are construction administration services associated with the recommended improvements.

BACKGROUND (continued)

This action is the first one associated with a planned five-year residuals program at the East Side Water Treatment Plant. Completion of improvements to the off-site lagoons will allow improvements to be constructed to the on-site lagoons. Completion of the overall residuals program will improve the quality of the return flows by separating the solids and water more efficiently as recommended in the 2010 Water Quality Study. Additionally, the off-site lagoons will serve as a secondary polishing facility with discharge of decant water into the East Fork of the Trinity River that can be traded for releases of water from Lake Ray Hubbard, further extending that important supply reservoir capacity.

ESTIMATED SCHEDULE OF PROJECT

Begin Services	July 2017
Complete Services	June 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$1,111,044

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

DAL-TECH Engineering, Inc.

Hispanic Female	0	Hispanic Male	1
Black Female	4	Black Male	3
White Female	4	White Male	10
Other Female	0	Other Male	1

OWNER

DAL-TECH Engineering, Inc.

Sedi Toumani, P.E., President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an engineering services contract with DAL-TECH Engineering, Inc. to provide engineering and construction phase services for the off-site residuals lagoon facility improvements at the East Side Water Treatment Plant - Not to exceed \$1,111,044 - Financing: Water Utilities Capital Improvement Funds

DAL-TECH Engineering, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultants.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,041,023.60	93.70%
Total non-local contracts	<u>\$70,020.40</u>	<u>6.30%</u>
TOTAL CONTRACT	\$1,111,044.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Alliance Geotechnical Group, Inc.	BMDB94986Y0117	\$20,000.00	1.92%
Texas Municipal Engineering, Inc.	HMMB63917Y0117	\$76,145.00	7.31%
Gupta & Associates, Inc.	PMMB62419Y0716	\$216,571.00	20.80%
DAL-TECH Engineering, Inc.	WFWB63908Y0017	\$468,547.60	45.01%
LCA Environmental, Inc.	WFDB32636Y0717	<u>\$31,130.00</u>	<u>2.99%</u>
Total Minority - Local		\$812,393.60	78.04%

Non-Local Contractors / Sub-Contractors

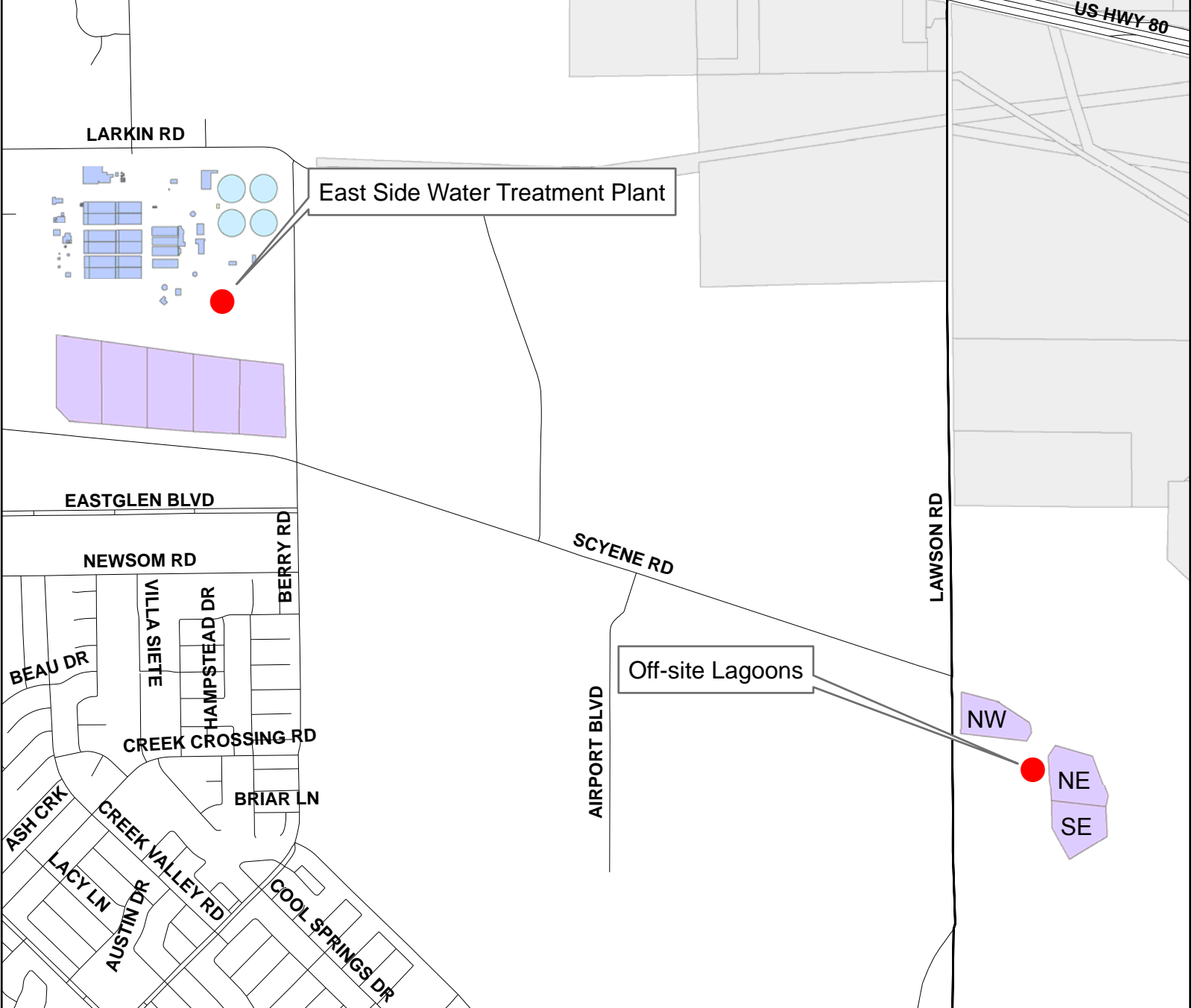
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
White Hawk Engineering	WFWBC200521016	<u>\$70,020.40</u>	<u>100.00%</u>
Total Minority - Non-local		\$70,020.40	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

Page 2

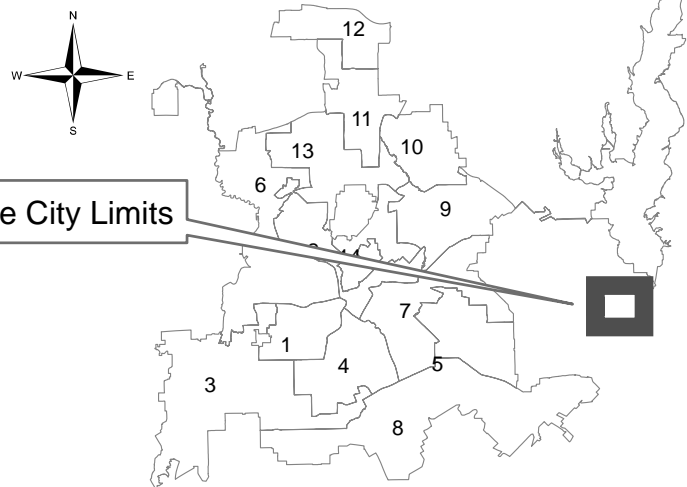
TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$20,000.00	1.92%	\$20,000.00	1.80%
Hispanic American	\$76,145.00	7.31%	\$76,145.00	6.85%
Asian American	\$216,571.00	20.80%	\$216,571.00	19.49%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$499,677.60	48.00%	\$569,698.00	51.28%
Total	\$812,393.60	78.04%	\$882,414.00	79.42%



Mapsco: 790 A

Council District: Outside City Limits



June 28, 2017

WHEREAS, engineering and construction phase services are required for the off-site residuals lagoon facility improvements associated with the East Side Water Treatment Plant; and

WHEREAS, DAL-TECH Engineering, Inc., 17400 Dallas Parkway, Suite 110, Dallas, Texas 75287, has submitted an acceptable proposal to provide these engineering services.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the proposal submitted by DAL-TECH Engineering, Inc. in the amount of \$1,111,044 be approved and the consultant be authorized to perform the required engineering services.

SECTION 2. That the City Manager is hereby authorized to sign an engineering services contract with DAL-TECH Engineering, Inc., approved as to form by the City Attorney, to provide engineering and construction phase services for the off-site residuals lagoon facility associated with the East Side Water Treatment Plant, in an amount not to exceed \$1,111,044.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,111,044 to DAL-TECH Engineering, Inc. (Contract No. 16-043E) from the Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW32, Object 4111, Program 716043, Contract No./Encumbrance CX DWU-2016-00000996, Vendor 262063.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 10
DEPARTMENT: Water Utilities
CMO: Majed Al-Ghafry, 670-3302
MAPSCO: 18 W

SUBJECT

Authorize a contract for the construction of a new elevated water storage tank located near Forest Lane and Plano Road and the demolition of the existing elevated tank - Landmark Structures I, L.P., lowest responsible bidder of two - Not to exceed \$5,591,000 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The Plano Road elevated storage tank located near the intersection of Forest Lane and Plano Road was constructed and placed in service in 1961. The facility has a potable water storage capacity of two million gallons. In 2012, a condition assessment identified extensive corrosion to the interior steel roof bowl, support rafters, roof dome, platform landings and associated piping. A consultant performed a life cycle cost analysis to evaluate rehabilitation versus replacement of the tank. The recommendation was to replace the tank because it was a less expensive option and had less impact on operations during construction.

The new elevated water storage tank site will consist of a single reinforced concrete pedestal supporting a welded steel tank, and will include features to improve efficiency and water quality, as well as reduce maintenance costs. New site security upgrades will bring the site into compliance with the Texas Commission on Environmental Quality intrusion protection criteria. A card controlled access gate will be relocated from the high volume Forest Lane thoroughfare to the lighter traffic volume on Forestgate Drive. The project also includes the decommissioning, demolition, and disposal of the existing tank structure materials.

ESTIMATED SCHEDULE OF PROJECT

Began Design	September 2016
Completed Design	February 2017
Begin Construction	July 2017
Complete Construction	January 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 8, 2014, City Council authorized a professional services contract to provide engineering services to investigate rehabilitation or replacement of the Plano Road elevated water storage tank and rehabilitation of the Abrams Road ground storage reservoir and pump station facility by Resolution No. 14-1698.

On August 10, 2016, City Council authorized Supplemental Agreement No. 1 to the engineering services contract for additional engineering services associated with the replacement of the Plano Road elevated water storage tank and rehabilitation of the Abrams Road ground storage reservoir and pump station facility by Resolution No.16-1213.

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$5,591,000

Design	\$ 490,000
Supplemental Agreement No. 1	\$1,286,023
Construction (this action)	<u>\$5,591,000</u>
Total Project Cost	\$7,367,023

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Landmark Structures, I, L.P.

Hispanic Female	7	Hispanic Male	72
Black Female	0	Black Male	3
White Female	24	White Male	109
Other Female	2	Other Male	3

BID INFORMATION

The following two bids with quotes were opened on April 7, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*Landmark Structures I, L.P. 1665 Harmon Road Fort Worth, Texas 76177	\$5,591,000
Caldwell Tanks Inc.	\$6,910,000

OWNER

Landmark Structures I, L.P.

Landmark Structures Management, Inc., General Partner
Chris Lamon Family Trust, Limited Partner
Mike Lamon Family Trust, Limited Partner

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract for the construction of a new elevated water storage tank located near Forest Lane and Plano Road and the demolition of the existing elevated tank - Landmark Structures I, L.P., lowest responsible bidder of two - Not to exceed \$5,591,000 - Financing: Water Utilities Capital Improvement Funds

Landmark Structures I, L.P. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$528,959.00	9.46%
Total non-local contracts	\$5,062,041.00	90.54%
TOTAL CONTRACT	\$5,591,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
C Davenport Holdings LLC	BFMB44282N0118	\$6,698.00	1.27%
Valle Verde Systems, LLC	HMSBE268660719	\$19,830.00	3.75%
Total Minority - Local		\$26,528.00	5.02%

Non-Local Contractors / Sub-Contractors

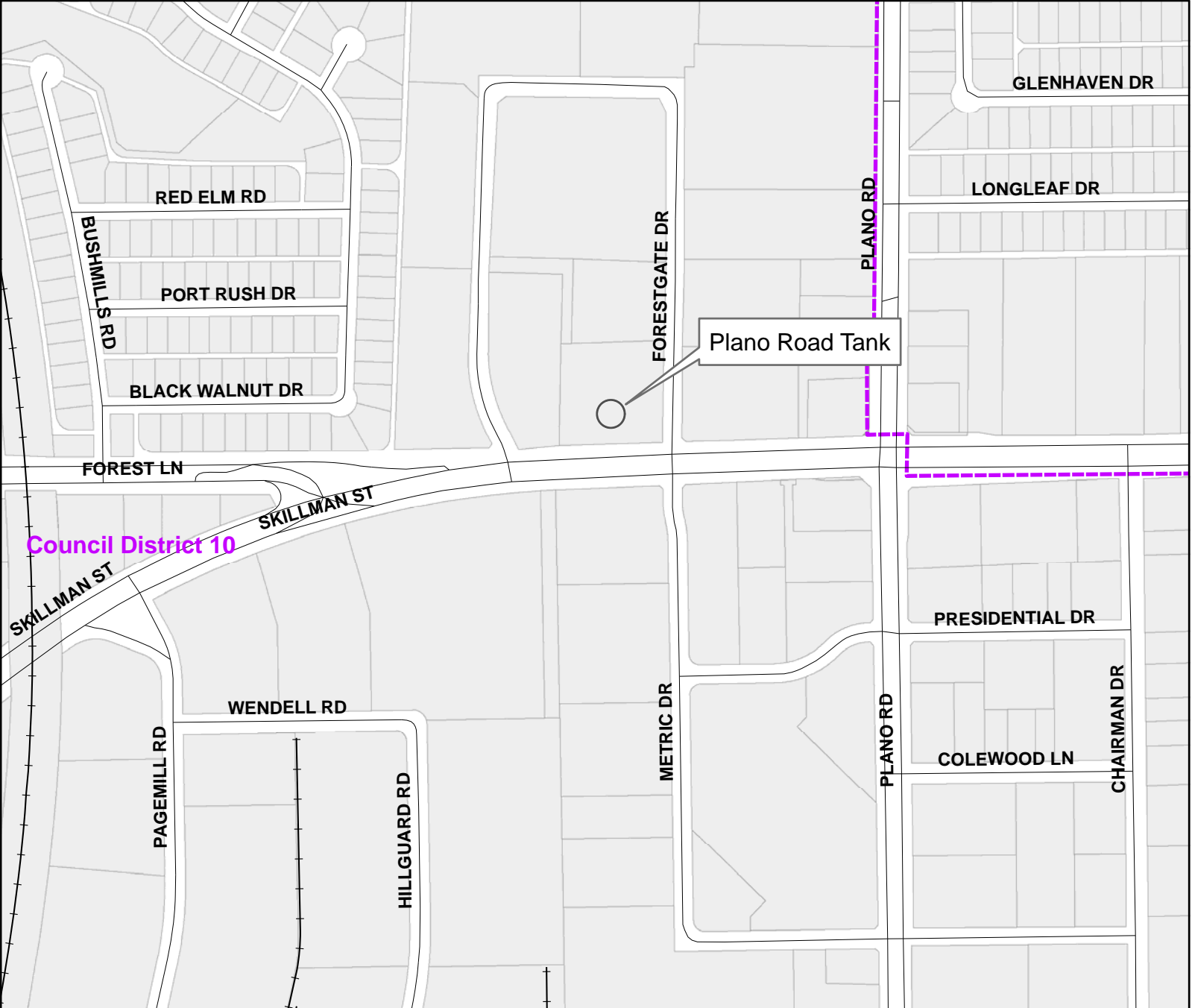
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Partnering for Success, Inc.	HFMB42467Y0618	\$9,000.00	0.18%
Gulf States Protective Coatings, Inc.	WFWB85973N0318	\$392,121.00	7.75%
Reliable Structural and Site Concrete, LLC.	WFWB78626N0318	\$61,760.00	1.22%
SB Fleet-Lube, LLC. DBA Fleet Lube	WFDB11375Y0717	\$5,000.00	0.10%
Brock Environmental Services, LLC	WFWB96114Y1118	\$750.00	0.01%
Total Minority - Non-local		\$468,631.00	9.26%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

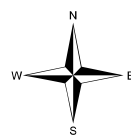
Page 2

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$6,698.00	1.27%	\$6,698.00	0.12%
Hispanic American	\$19,830.00	3.75%	\$28,830.00	0.52%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$459,631.00	8.22%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$26,528.00	5.02%	\$495,159.00	8.86%



Mapsc0: 18 W



Council District: 10



June 28, 2017

WHEREAS, two bids were received on April 7, 2017 for the construction of a new composite elevated water storage tank located near Forest Lane and Plano Road and the demolition of the existing elevated tank, Contract No. 17-197, listed as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Landmark Structures I, L.P.	\$5,591,000
Caldwell Tanks Inc.	\$6,910,000

WHEREAS, the bid submitted by Landmark Structures I, L.P., 1665 Harmon Road, Fort Worth, Texas 76177, in the amount of \$5,591,000 is the lowest and best of all bids received.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the bid submitted by Landmark Structures I, L.P., in the amount of \$5,591,000, for doing the work covered by the plans, specifications, and contract documents, Contract No. 17-197, be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction contract with Landmark Structures I, L.P., approved as to form by the City Attorney, for the construction of a new composite elevated water storage tank located near Forest Lane and Plano Road and the demolition of the existing elevated tank, in an amount not to exceed \$5,591,000.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$5,591,000 to Landmark Structures I, L.P. (Contract No. 17-197) from Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW40, Object 4420, Program 717197, Contract No./Encumbrance CX DWU-2017-00001836, Vendor VS0000082137.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 47

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 2
DEPARTMENT: Water Utilities
CMO: Majed Al-Ghafry, 670-3302
MAPSCO: 45 T

SUBJECT

Ratify the emergency purchase and installation of a valve on a 60-inch force main at the Cadiz Street Pump Station with Archer Western Construction, LLC - Not to exceed \$399,297 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action consists of emergency work associated with the purchase and installation of a valve on one of the two 60-inch force mains at the Cadiz Street Pump Station. The work is needed in order to isolate and drain the force main allowing Dallas Water Utilities Wastewater Operations personnel to begin repairing a leak on the main.

The Cadiz Street Pump Station was constructed in the 1950s and receives wastewater from large interceptors that serve downtown and the northwest portions of Dallas. The pump station conveys 40 to 150 million gallons of wastewater per day through two 60-inch force mains to the Central Wastewater Treatment Plant. One force main is utilized during dry weather flows and both mains are necessary during wet weather flows.

One of the 60-inch force mains has developed a leak that has been reported to the Texas Commission on Environmental Quality. The leak is currently contained and pumped daily to ensure the accumulated wastewater is disposed of properly. Attempts at repairing the main have been unsuccessful due to the inability to isolate the main from the pump station. The installation of this valve will allow Dallas Water Utilities Wastewater Operations personnel to isolate and drain the main to perform an investigation, and determine the proper course of action for repairing the leak.

ESTIMATED SCHEDULE OF PROJECT

Began Work	May 2017
Complete Work	July 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$399,296.16

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Archer Western Construction, LLC

Hispanic Female	17	Hispanic Male	758
Black Female	7	Black Male	92
White Female	32	White Male	374
Other Female	4	Other Male	33

OWNER

Archer Western Construction, LLC

Daniel P. Walsh, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Ratify the emergency purchase and installation of a valve on a 60-inch force main at the Cadiz Street Pump Station with Archer Western Construction, LLC - Not to exceed \$399,297 - Financing: Water Utilities Capital Improvement Funds

Archer Western Construction, LLC is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$303,619.53	76.04%
Total non-local contracts	\$95,676.63	23.96%
TOTAL CONTRACT	\$399,296.16	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

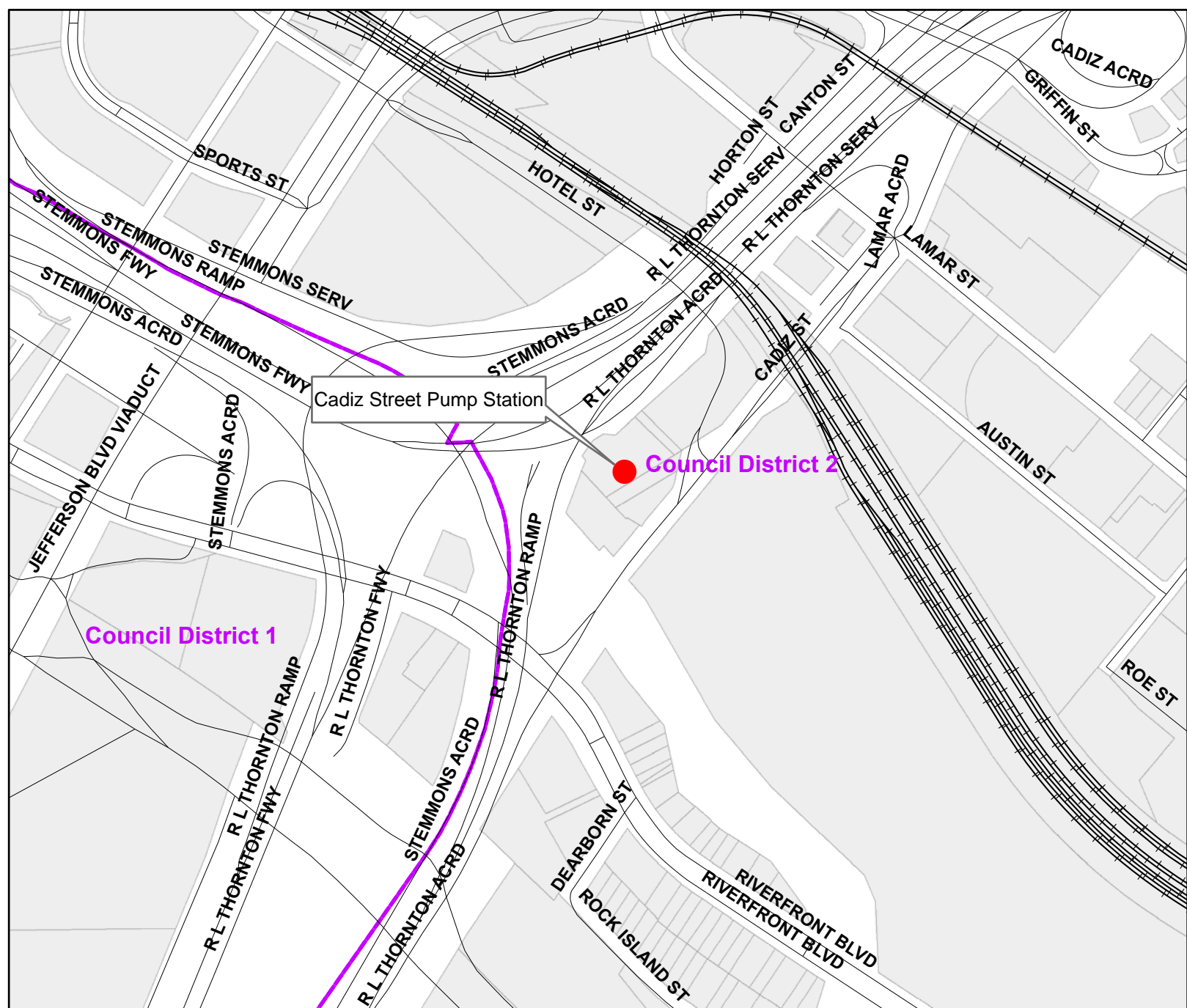
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Ram Tool Construction Supply Co.	WFWB10044N0518	\$15,490.00	5.10%
Total Minority - Local		\$15,490.00	5.10%

Non-Local Contractors / Sub-Contractors

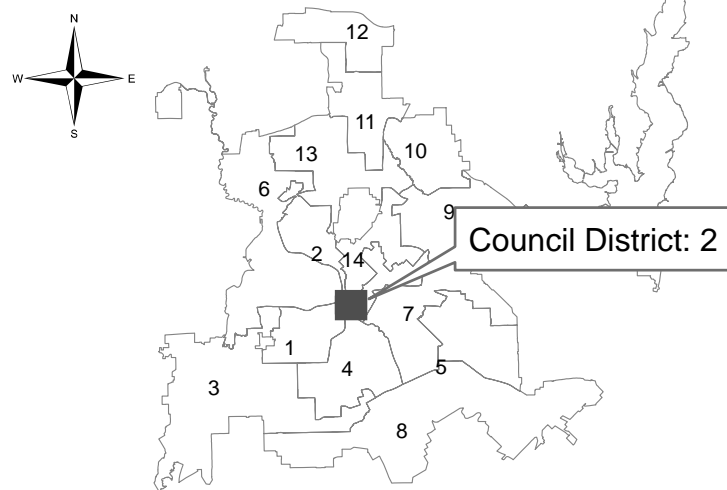
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Macaulay Controls Company	WFWB94085N0419	\$68,779.00	71.89%
Ricochet Dist. Inc.	WFWB69066Y0219	\$16,097.63	16.83%
Total Minority - Non-local		\$84,876.63	88.71%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$15,490.00	5.10%	\$100,366.63	25.14%
Total	\$15,490.00	5.10%	\$100,366.63	25.14%



Mapsc0: 45 T



**Dallas Water Utilities
Contract No. 17-416
Emergency Purchase and Installation of Valve
on 60-inch Force Main at Cadiz Street Pump Station**

June 28, 2017

WHEREAS, the City of Dallas has identified an emergency need to proceed with the purchase and installation of a valve on a 60-inch force main at the Cadiz Street Pump Station; and

WHEREAS, Archer Western Construction, LLC, 1411 Greenway Drive, Irving, Texas 75038, has submitted an acceptable proposal for this work; and

WHEREAS, Dallas Water Utilities has reviewed the cost and recommends approval.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the cost submitted by Archer Western Construction, LLC in the amount of \$399,296.16, for performing the emergency work be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction contract with Archer Western Construction, LLC, approved as to form by the City Attorney, for the emergency purchase and installation of a valve on a 60-inch force main at the Cadiz Street Pump Station, in an amount not to exceed \$399,296.16.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse an amount not to exceed \$399,296.16 to Archer Western Construction, LLC (Contract No. 17-416) from Wastewater Capital Improvement Fund, Fund 3116, Department DWU, Unit PS30, Object 4330, Program 717416, Encumbrance/Contract No. CX DWU-2017-00002013, Vendor VS0000064407.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2, 4

DEPARTMENT: Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45 T X

SUBJECT

Authorize an increase in the contract with S. J. Louis Construction of Texas - Southland Contracting JV for additional work associated with the East Bank-West Bank Wastewater Interceptor Connection project - Not to exceed \$2,009,534, from \$25,624,991 to \$27,634,525 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The East Bank-West Bank (EB-WB) Wastewater Interceptor Connection project is required to improve the reliability and functionality for transfer of wastewater from the Cadiz Pump Station receiving interceptors to the Central Wastewater Treatment Plant (CWWTP). The project consists of the construction of approximately 3,360 feet of 78-inch wastewater main and 3,340 feet of 96-inch wastewater main by tunneling methods and 400 feet of 104-inch and 570 feet of 60" wastewater main by open cut methods.

The Cadiz Street Pump Station, constructed in the 1950's, receives wastewater from a pipeline that serves Downtown, Uptown and the northwest areas of Dallas and pumps it under the Trinity River to the CWWTP. The flows account for approximately two-thirds of the wastewater produced by Dallas. The construction of this EB-WB project will allow for the decommissioning and repurposing of the pump station and associated 60-inch force mains. Wastewater flows will then be conveyed via gravity beneath the East Levee and Trinity River to the existing 120-inch West Bank Interceptor, significantly improving the reliability for the transfer of flows to the CWWTP.

BACKGROUND (continued)

On May 28, 2014, City Council authorized an increase in the contract with S. J. Louis Construction of Texas - Southland Contracting JV, for additional costs associated with the installation of steel liner plate support for both tunnels under the levee, and the realignment of the second tunnel away from the first tunnel in response to a collapse in the 96-inch wastewater main tunnel by Resolution No. 14-0838. The increase also included a new tunneling shaft due to a conflict with the construction of the Interstate Highway 35 bridge. Both tunnels have been completed and only final buildout of the access shafts, connection piping, and restoration work remain.

This action will authorize Change Order No. 2 to the contract with S. J. Louis Construction of Texas - Southland Contracting JV for additional work to address unforeseen underground conflicts and constructability issues encountered during the construction of the project. The work includes additional piping and a new junction box on the 120-inch due to a conflict with a bridge pier on the newly constructed Interstate Highway 35 bridge. The work also includes changes to the odor control piping at the outlet shaft that were in conflict with TxDOT erosion control improvements. Also included, is the realignment of the 104-inch wastewater interceptor at the Cadiz Street Pump Station to avoid underground thrust blocking on buried pipes.

This proposed change to the contract will increase the overall change order percentage to 33.99 percent, exceeding the 25 percent limitation set forth in State law and the City's Administrative Directive (AD) 4-5, Section 12.1.1. However, seeking additional bids and awarding a separate contract will delay the remaining work four to five months pushing construction from the dry, summer months into the wet weather, fall months. Because the work is located within the Trinity floodway, wet weather events could increase flooding risks to the City and delay the project even further. This delay would also affect the decommissioning of Cadiz Street Pump Station and two, 60-inch force mains which have exceeded their service life.

It is Dallas Water Utilities (DWU) staff's opinion the current circumstances described above, pose a risk to the health and safety of the City's residents. Acting quickly to complete this remaining work would significantly lessen the risk of a bypass of untreated wastewater should there be a failure at the Cadiz Pump Station or one of the two force mains completely fail. The City Attorney's office has advised staff that this additional work is exempt from bidding and the 25 percent limitation since the additional work is necessary to preserve the health and safety of the City's residents. In addition, DWU recommends moving forward with this change order in lieu of rebidding the work to maintain a single point of responsibility for the entire project ensuring it meets its intended functionality and operability.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	January 2011
Complete Construction	October 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 24, 2001, City Council authorized a professional services contract to provide emergency engineering services for the Cadiz Street Pump Station improvements and to perform a feasibility study for the construction of a new pump station at the Central Wastewater Treatment Plant by Resolution No. 01-0324.

On May 12, 2004, City Council authorized Supplemental Agreement No. 1 to the professional services contract to provide interim reliability improvements for the Cadiz Street Pump Station and the Central Wastewater Treatment Plant feasibility study by Resolution No. 04-1536.

On January 14, 2009, City Council authorized Supplemental Agreement No. 2 to the professional services contract to provide additional engineering services for the proposed East Bank-West Bank Interceptor Connection by Resolution No. 09-0184.

On October 13, 2010, City Council authorized a contract for the East Bank-West Bank Wastewater Interceptor Connection, from Cadiz Street Pump Station to existing 120-inch wastewater interceptor by Resolution No. 10-2617.

On October 13, 2010, City Council authorized Supplemental Agreement No. 3 to the professional services contract to provide additional engineering services for the proposed East Bank-West Bank Wastewater Interceptor Connection by Resolution No. 10-2618.

On January 23, 2013, City Council authorized Supplemental Agreement No. 4 to the professional services contract for additional engineering services related to the construction of the East Bank-West Bank Wastewater Interceptor Connection by Resolution No. 13-0195.

On June 12, 2013, City Council authorized an increase in the contract for additional work associated with the installation of an underground slurry cutoff wall by Resolution No. 13-0982.

On May 28, 2014, City Council authorized an increase in the contract for additional work associated with the proposed East Bank-West Bank Interceptor Connection by Resolution No. 14-0838.

On February 25, 2015 City Council authorized Supplemental Agreement No. 5 to the professional services contract for additional engineering and construction phase services related to the construction of the East Bank-West Bank Wastewater Interceptor Connection by Resolution No. 15-0394.

The Transportation and Trinity River Project Committee will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$2,009,533.51

Design	\$ 1,539,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 156,535.00
Supplemental Agreement No. 3	\$ 690,860.00
Supplemental Agreement No. 4	\$ 1,038,877.00
Supplemental Agreement No. 5	\$ 316,450.00
Change Order No. 2 (TWM)	\$ 1,975,000.00
Construction Contract	\$20,623,401.00
Change Order No. 1	\$ 5,001,590.00
Change Order No. 2 (this action)	\$ <u>2,009,533.51</u>

Total Project Cost \$33,351,246.51

<u>Council District</u>	<u>Amount</u>
2	\$ 663,146.06
4	<u>\$1,346,387.45</u>
Total	\$2,009,533.51

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

S. J. Louis Construction of Texas - Southland Contracting JV

Hispanic Female	8	Hispanic Male	206
Black Female	0	Black Male	7
White Female	10	White Male	94
Other Female	0	Other Male	3

OWNER

S. J. Louis Construction of Texas - Southland Contracting JV

James Schuller, Owner
Frank Renda, Owner

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with S. J. Louis Construction of Texas - Southland Contracting JV for additional work associated with the East Bank-West Bank Wastewater Interceptor Connection project - Not to exceed \$2,009,534, from \$25,624,991 to \$27,634,525 - Financing: Water Utilities Capital Improvement Funds

S. J. Louis Construction of Texas - Southland Contracting JV is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$2,009,533.51	100.00%
TOTAL THIS ACTION	\$2,009,533.51	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

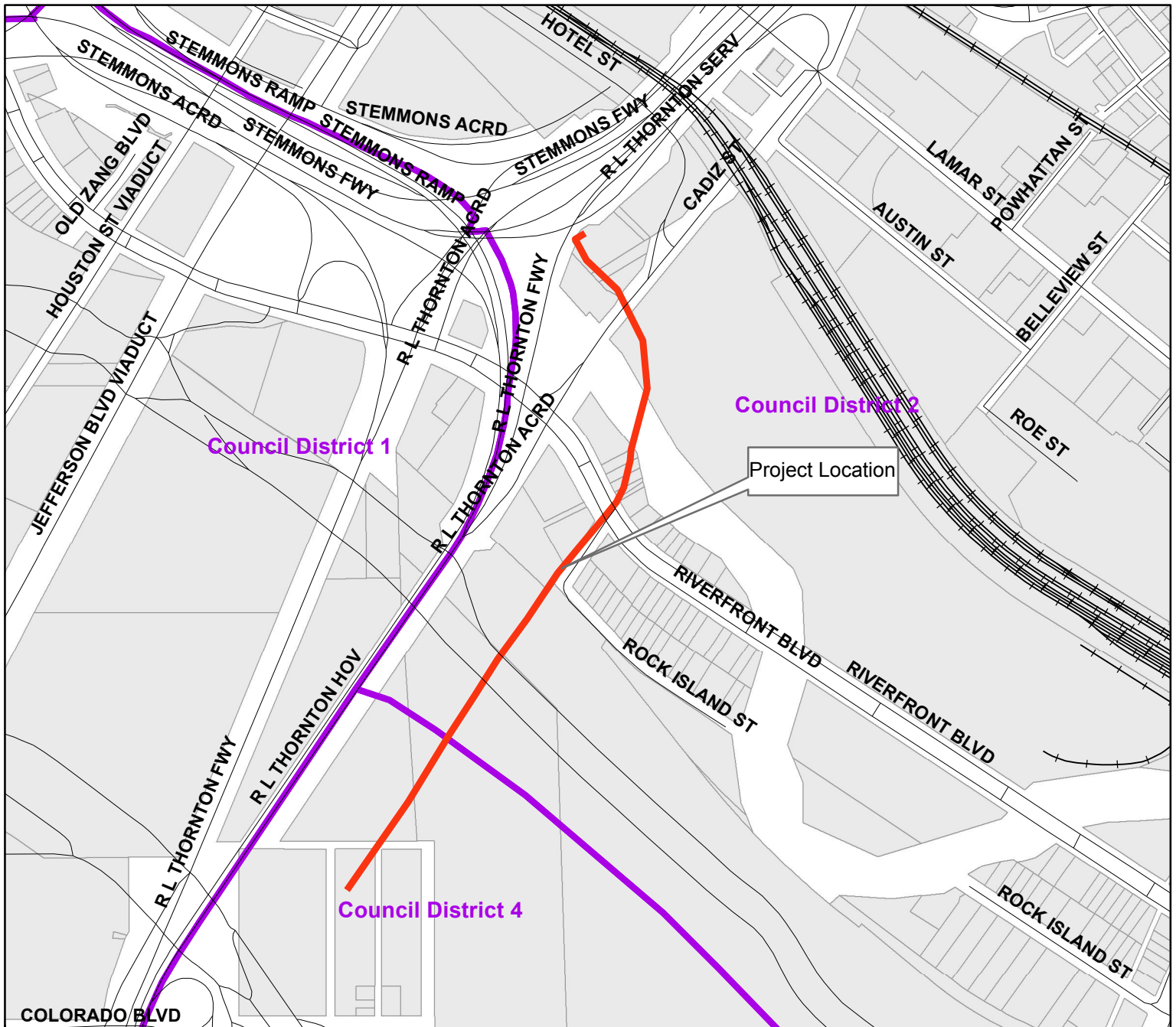
None

Non-Local Contractors / Sub-Contractors

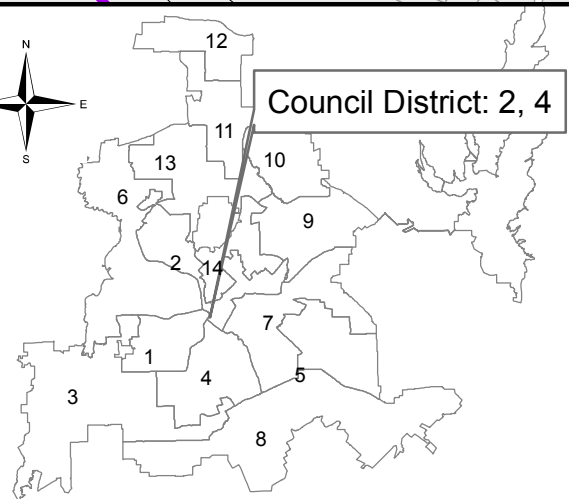
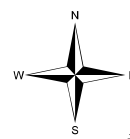
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
AEA Transportation	HMDB57040Y0817	\$10,000.00	0.50%
Spooner & Associates	NMBDFW02434117	\$8,680.00	0.43%
Choctaw Pipe	WFWB36401Y0219	\$50,612.40	2.52%
JM Materials	WFSBE151720718	\$12,500.00	0.62%
Total Minority - Non-local		\$81,792.40	4.07%

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$40,000.00	0.14%
Hispanic American	\$10,000.00	0.50%	\$35,000.00	0.13%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$8,680.00	0.43%	\$13,680.00	0.05%
WBE	\$63,112.40	3.14%	\$5,214,112.40	18.87%
Total	\$81,792.40	4.07%	\$5,302,792.40	19.19%



Mapsco: 45 T, X



June 28, 2017

WHEREAS, on October 13, 2010, City Council authorized a contract to S. J. Louis Construction of Texas - Southland Contracting JV, for the construction of the East Bank-West Bank Wastewater Interceptor Connection, from Cadiz Street Pump Station to existing 120-inch wastewater interceptor, in an amount not to exceed \$20,623,401.00, by Resolution No. 10-2617; and

WHEREAS, on May 28, 2014, City Council authorized Change Order No. 1 to the contract with S. J. Louis Construction of Texas - Southland Contracting JV, for additional work associated with the proposed East Bank-West Bank Interceptor Connection, in an amount not to exceed \$5,001,590.00, from \$20,623,401.00 to \$25,624,991.00; and

WHEREAS, it is necessary to authorize Change Order No. 2 to the contract with S. J. Louis Construction of Texas - Southland Contracting JV, for additional work to address unforeseen underground conflicts and constructability issues encountered during the construction of the project; and

WHEREAS, S. J. Louis Construction of Texas - Southland Contracting JV, 520 South Sixth Avenue, Suite 100, Mansfield, Texas 76063, has submitted an acceptable proposal for this additional work; and

WHEREAS, Dallas Water Utilities recommends that Contract No. 09-160 be increased by \$2,009,533.51, from \$25,624,991.00 to \$27,634,524.51.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the proposed Change Order No. 2 be accepted with S. J. Louis Construction of Texas - Southland Contracting JV and that Contract No. 09-160 be revised accordingly.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,009,533.51 to S. J. Louis Construction of Texas - Southland Contracting JV (Contract No. 09-160) from the Wastewater Capital Improvement Fund, Fund 3116, Department DWU, Unit PS40, Object 4560, Program 709160, Contract No./Encumbrance CT DWU709160CP, Vendor VS0000056570.

SECTION 3. That this contract is designated as Contract No. DWU-2017-00001947.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

DEPARTMENT: City Secretary

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): N/A

SUBJECT

Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 34E

SUBJECT

Authorize **(1)** the Love Field Airport Modernization Corporation (LFAMC) to enter into the Second Supplemental Trust Indenture with Wells Fargo to allow funds from the Love Field Airport Modernization Corporation (LFAMC), the City of Dallas or Southwest Airlines Co. to be deposited to the credit of the LFAMC Construction Account held in trust by Wells Fargo Bank, National Association to pay costs related to the expansion of the Checked Baggage Reconciliation Area (CBRA) in the terminal building at Dallas Love Field; and **(2)** the transfer of \$8,853,000 from the Aviation Capital Construction Fund to the LFAMC to be used as project funds for the design and construction of the CBRA expansion with said funds to be reimbursed from signatory airlines through an accelerated amortization of eighteen months through the annual rates and charges process outlined in the Airport Use and Lease Agreement - Not to exceed \$8,853,000 - Financing: Aviation Capital Construction Funds (to be reimbursed from the signatory airlines through the annual rates and charges process)

BACKGROUND

In June 2006, the City executed the Five Party Agreement to repeal the Wright Amendment, obligating the City to undertake the Love Field Modernization Program (LFMP).

On June 25, 2008, City Council authorized a Term Sheet with Southwest Airlines Co. (SWA) which authorized the creation of a local government corporation, the Love Field Airport Modernization Corporation (LFAMC), and negotiated a Program Development Agreement (PDA) with SWA. The LFMP included the design and construction of all of the facilities, infrastructure systems and equipment for the operation of a modernized terminal/concourse complex at the airport, including terminal building, aircraft parking apron, fueling system, baggage handling systems, roadways and terminal curbside. The total terminal renovation project was budgeted at \$519,000,000 with actual expenses to date at \$504,000,000, by Resolution No. 08-1877.

BACKGROUND (continued)

While being processed through the Baggage Handling System, a piece of checked luggage or baggage may trigger an alarm for a number reasons. Once the alarm is triggered, this baggage is removed from the system and redirected to the Checked Baggage Reconciliation Area (CBRA). This area is used by Transportation Security Administration (TSA) agents to conduct further inspections of the alarm bag.

Love Field currently has eight baggage inspection stations that were designed and built per a 2009 TSA criteria. The system was designed to process 2,000 bags per hour based on the 2009 criteria. In 2015, the TSA revised the criteria increasing the amount of time to complete inspections by hand. Subsequently, resulting in reducing the number of bags being screened per hour to 1,250. Additionally, during an airport initiated system assessment, the TSA suggested for optimal performance that Love Field Airport have a minimum of 14 inspection stations. Consequently, the baggage handling system has failed to meet demand during peak travel periods.

The City proposes to double the number of inspection stations from eight to 16 providing greater capacity for processing of alarm bags. Added technological enhancements will take the screening process from manual to robotic equipment enabling TSA staff to meet current and future demands. Additionally, the existing CBRA room needs to be expanded to accommodate the increased number of screening tables. Modifications to the CBRA room and eight new screening tables are anticipated for installation prior to the peak Thanksgiving travel period. The existing eight tables are slated for replacement after the holiday with completion by February 2018. The estimated cost of the expansion, modification and replacement project is approximately \$8,853,000.

Completion of the CBRA expansion, modification and replacement project is proposed to be funded by the Department of Aviation Capital Fund. Signatory Airlines will reimburse the airport through an accelerated amortization over eighteen months through the annual rates and charges process.

Per the Use and Lease Agreement, "Amortization is the level annual charge required to recover the net cost of a Capital Improvement over the Useful Life of the Capital Improvement at the City's Cost of Capital." The Use and Lease Agreement further states that, "Useful Life" is defined as "the estimated period of time that the cost of a Capital Improvement is to be recovered through the amortization process". Generally, a Useful Life will be assigned to each Capital Improvement by the Director of Aviation based on generally accepted airport accounting practices. Although it is common practice to make the amortization period match the Useful Life, the definition in the Use and Lease Agreement specifies that the Useful Life is to be assigned by the Director. Since the CBRA expansion project is a terminal project, 100 percent of the associated amortization, charge would be included in the Terminal Rental Rate calculation.

BACKGROUND (continued)

The most efficient delivery method is to utilize the LFMP contracts for the design and general contractor to allow the design and pre-construction to begin immediately to meet the Thanksgiving 2017 target. The efficient use of existing teams with knowledge and expertise to “hit the ground running” is economical and reduces the schedule duration.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 25, 2008, City Council authorized adoption of the Terminal Area Redevelopment Program Study for Dallas Love Field Airport as the Master Plan for the Love Field Modernization Program; approval of concept Option C; and a Term Sheet with Southwest Airlines Co. by Resolution No. 08-1877.

On August 27, 2008, City Council authorized a twenty-year lease agreement and Donation Agreement with Southwest Airlines Company by Resolution No. 08-2227.

On November 10, 2008, City Council authorized a Program Development Agreement (PDA) and Donation Agreement with Southwest Airlines Company by Resolution No. 08-3117.

On December 10, 2008, City Council authorized a twenty-year amended and restated lease of terminal building premises with Southwest Airlines Company at Dallas Love Field by Resolution No. 08-3403.

On November 1, 2010, the LFAMC entered into a Trust Indenture with Wells Fargo Bank, National Association allowing Wells Fargo to administer certain funds related to the design, construction of the Love Field Modernization Program.

On January 28, 2015, City Council authorized the First Amendment to the Program Development Agreement Second Amendment to the Amended and Restated Lease of Terminal Building Premises with signatory airlines, and First Amendment to the Ground Lease for Cargo and General Use Buildings at Dallas Love Field by Resolution No. 15-0154.

FISCAL INFORMATION

Aviation Capital Funds - \$8,853,000 (to be reimbursed from the signatory airlines through the annual rates and charges process)

June 28, 2017

WHEREAS, in June 2006, the City executed the Five Party Agreement which, among other things, obligated the City to undertake the Love Field Modernization Program (LFMP); and

WHEREAS, on June 25, 2008, City Council authorized adoption of the Terminal Area Redevelopment Program Study for Dallas Love Field Airport as the Master Plan for the Love Field Modernization Program; approval of concept Option C; and a Term Sheet with Southwest Airlines Company by Resolution No. 08-1877; and

WHEREAS, on August 27, 2008, City Council authorized a twenty-year lease agreement and Donation Agreement with Southwest Airlines Company by Resolution No. 08-2227; and

WHEREAS, on November 10, 2008, City Council authorized a Program Development Agreement (PDA) and Donation Agreement with Southwest Airlines by Resolution No. 08-3117; and

WHEREAS, on December 10, 2008, City Council authorized a twenty-year amended and restated lease of terminal building premises with Southwest Airlines Company at Dallas Love Field by Resolution No. 08-3403; and

WHEREAS, on November 1, 2010, the LFAMC entered into a Trust Indenture with Wells Fargo Bank, N.A. (Wells Fargo) to allow Wells Fargo to act as Trustee to administer fund related to the design and construction of the LFMP; and

WHEREAS, on January 28, 2015, City Council authorized the First Amendment to the Program Development Agreement Second Amendment to the Amended and Restated Lease of Terminal Building Premises with signatory airlines, and First Amendment to the Ground Lease for Cargo and General Use Buildings at Dallas Love Field by Resolution No. 15-0154; and

WHEREAS, the City and SWA desire to issue a change order to expand the Checked Baggage Reconciliation Area (CBRA) project as a part of the LFMP and establish an eighteen-month accelerated amortization schedule for the project; and

WHEREAS, the City hereby authorizes the amount of \$8,853,000 to be disbursed to the Love Field Airport Modernization Corporation from the Aviation Capital Construction Fund in order to provide project funds to be used for the CBRA expansion at Dallas Love Field; signatory airlines will repay the interim financing to the Aviation Capital Fund through the annual rates and charges process outlined in the Amended and Restated Lease of Terminal Building Premises (Airport Use and Lease Agreement); and

June 28, 2017

WHEREAS, upon completion of the project, the CBRA expansion at Dallas Love Field and the unspent funds disbursed to the LFAMC will become the property of the Aviation Fund.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the Chief Financial Officer is hereby authorized to disburse funds to the Love Field Airport Modernization Corporation from Aviation Capital Construction Fund, Fund 0131, Department AVI, Balance Sheet Account 0169, in an amount not to exceed \$8,853,000; said funds to be used to provide project funds for the Checked Baggage Reconciliation Area (CBRA) expansion to be reimbursed by the signatory airlines through an accelerated amortization of eighteen-months through the annual rates and charges process outlined in the Airport Use and Lease Agreement. Upon completion of the project, the CBRA expansion at Dallas Love Field and the unspent funds disbursed to the LFAMC will become the property of the Aviation Fund.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in Fund 0130, Department AVI, Unit 7753, Object Code 3637 by \$8,853,000 for CBRA expansion at Dallas Love Field.

SECTION 3. That the Chief Financial Officer is hereby authorized to transfer funds from Fund 0130, Department AVI, Unit 7753, Object Code 3637 in an amount not to exceed \$8,853,000 to Fund 0131, Department AVI, Unit LFMP, Revenue Code 9201.

SECTION 4. That the City Manager is hereby authorized to increase appropriations in Fund 0131, Department AVI, Unit LFMP, Object Code 4111 by \$8,853,000 for CBRA expansion at Dallas Love Field.

SECTION 5. That the LFAMC is authorized to execute a Second Supplemental Trust Indenture with Wells Fargo Bank, N.A. to include funding from the Aviation Capital Construction Fund through the LFAMC to Wells Fargo to administer regarding payment for the design and construction costs for the CBRA under the Love Field Modernization Program.

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 51

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize final adoption of the FY 2017-18 HUD Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant Funds in an estimated amount of \$26,536,718 for the following programs and amounts: (a) Community Development Block Grant in the amount of \$13,258,321; (b) HOME Investment Partnerships Program in the amount of \$4,135,931; (c) Emergency Solutions Grant in the amount of \$1,211,466; (d) Housing Opportunities for Persons with AIDS in the amount of \$5,766,000; and (e) Program Income in an estimated amount of \$2,165,000 - Financing: No cost consideration to the City (This budget was developed with estimated grant amounts and will be amended once final grant allocation amounts are announced by HUD)

BACKGROUND

To meet the statutory requirement to submit the annual Action Plan timely, this budget was developed using estimated grant amounts. The actual allocations are expected to be announced by late June. Regulations require the substantial amendment process be completed prior to submitting an amended budget to HUD.

The Community Development Commission (CDC) and City staff conducted a total of eight public meetings including one citizen input meeting, four neighborhood meetings, and three community meetings with stakeholders that provided the public opportunities to participate in identifying needs and to comment on the potential uses of HUD Grant Funds.

Public meetings were held as follows:

January 5, 2017 - Dallas City Hall
January 10, 2017 - Martin Luther King, Jr. Community Center
January 10, 2017 - Jaycee Zaragoza Recreation Center

BACKGROUND (continued)

January 11, 2017 - Dallas County Health & Human Services
(Ryan White Planning Council)
January 11, 2017 - Timberglenn Recreation Center
January 12, 2017 - Tommie Allen Recreation Center
January 19, 2017 - Paul Quinn College
January 24, 2017 - United Way (Continuum of Care Meeting)

Federal regulations and the City's Citizen Participation Plan require a public hearing to receive comments. This budget was made available for public review and comment from May 25, 2017 through June 27, 2017. A public hearing was held on June 14, 2017.

This action will authorize final adoption of the FY 2017-18 HUD Consolidated Plan Budget based on estimated grant amounts. Once the final allocations are released, the budget will be amended to adjust to the actual amount of each grant.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

From August 2016 through November 2016, the CDC held several committee meetings to perform a detailed review of existing Consolidated Plan concepts, City partners, and HUD compliance requirements. During the same period, the CDC's regular monthly meetings included reports and training from departments on specific programs and initiatives. The information was used as a foundation for review of this budget.

On April 6, 2017, the CDC was briefed on the City Manager's Proposed FY 2017-18 HUD Consolidated Plan Budget and the CDC held committee meetings in April 2017 to review the proposed budget.

On May 4, 2017, the CDC concurred with the City Manager's proposed budget and there were no amendments.

On May 17, 2017, City Council was briefed on the City Manager's Proposed FY 2017-18 HUD Consolidated Plan Budget and the CDC's recommendation.

On May 24, 2017, City Council approved preliminary adoption of the Proposed FY 2017-18 HUD Consolidated Plan Budget and authorized a public hearing by Resolution No. 17-0848.

On June 7, 2017, the Proposed FY 2017-18 HUD Consolidated Plan Budget was included on the City Council briefing agenda to discuss any Council amendments and conduct straw votes. No amendments were received.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (continued)

On June 14, 2017, City Council held a public hearing to receive comments on the Proposed FY 2017-18 HUD Consolidated Plan Budget.

FISCAL INFORMATION

Proposed FY 2017-18 HUD Consolidated Plan Budget

CDBG:	\$13,258,321	2017-18 estimated Entitlement
	\$ 500,000	Program Income (estimate)
	<u>\$ 165,000</u>	Program Income - (estimate) Retained by Sub-Recipient
	\$13,923,321	
HOME:	\$ 4,135,931	2017-18 estimated Entitlement
	<u>\$ 1,500,000</u>	Program Income (estimate)
	\$ 5,635,931	
ESG:	\$ 1,211,466	2017-18 estimated Entitlement
HOPWA:	<u>\$ 5,766,000</u>	2017-18 estimated Entitlement
	\$26,536,718	Total FY 2017-18 HUD Consolidated Plan Budget

June 28, 2017

WHEREAS, the final Consolidated Plan allocation amounts have not been announced by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, to meet the statutory submission deadline for the annual Action Plan, the City developed this budget using estimated grant amounts; and

WHEREAS, the Community Development Commission (CDC) held committee meetings from August through November 2016 to perform a detailed review of Consolidated Plan concepts, programs, and initiatives to use as a foundation for review of this budget; and

WHEREAS, the CDC and City staff conducted eight meetings during January 2017 that provided the public opportunities to participate in identifying needs and to comment on the potential uses of HUD Grant Funds; and

WHEREAS, on April 6, 2017, the CDC was briefed on the City Manager's Proposed FY 2017-18 HUD Consolidated Plan Budget; CDC held committee meetings in April 2017 to review the proposed budget; and

WHEREAS, on May 4, 2017, the CDC concurred with the City Manager's proposed budget and there were no amendments; and

WHEREAS, on May 17, 2017, City Council was briefed on the City Manager's Proposed FY 2017-18 HUD Consolidated Plan Budget and the CDC's recommendations; and

WHEREAS, on May 24, 2017, City Council approved preliminary adoption of the Proposed FY 2017-18 HUD Consolidated Plan Budget and authorized a public hearing by Resolution No. 17-0848; and

WHEREAS, on June 7, 2017, the Proposed FY 2017-18 HUD Consolidated Plan Budget was included in the City Council briefing agenda; and

WHEREAS, the grant funds include: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, a summary of the Proposed FY 2017-18 HUD Consolidated Plan Budget was published in the Dallas Morning News on May 31, 2017 to provide citizens an opportunity to submit written comments through June 27, 2017; and

WHEREAS, Federal regulations require that a public hearing be held on the City's Proposed FY 2017-18 HUD Consolidated Plan Budget; and

June 28, 2017

WHEREAS, on June 14, 2017, City Council held a public hearing to receive comments on the Proposed FY 2017-18 HUD Consolidated Plan Budget.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the final adoption of the FY 2017-18 HUD Consolidated Plan Budget be adopted per Schedule A.

SECTION 2. That the City Manager is hereby authorized to apply for, accept, and take actions to implement HUD grant numbers B-17-MC-48-0009 (CDBG - \$13,923,321, which includes \$665,000 in program income), M-17-MC-48-0203 (HOME - \$5,635,931, which includes \$1,500,000 program income), E-17-MC-48-0009 (ESG - \$1,211,466), and TXH17-F001 (HOPWA - \$5,766,000) in the amount of \$26,536,718, and be authorized to execute the contracts and grant agreements with HUD and all documents related to the execution of the grants, approved as to form by the City Attorney.

SECTION 3. That the City Manager is hereby authorized to establish FY 2017-18 appropriations as follows:

- Community Development Block Grant Program in Fund CD17 up to the amount of \$13,758,321 consisting of the entitlement grant of \$13,258,321, and estimated program income of \$500,000 to be returned to the City as set forth in the attached Schedule B, effective October 1, 2017.
- HOME Investment Partnerships Program in Fund HM17 up to the amount of \$5,635,931 consisting of the entitlement grant of \$4,135,931 and estimated program income of \$1,500,000 to be returned to the City as set forth in the attached Schedule B, effective October 1, 2017.
- Emergency Solutions Grant in Fund ES17 up to the amount of \$1,211,466 as set forth in the attached Schedule B, effective October 1, 2017.
- Housing Opportunities for Persons with AIDS in Fund HW17 up to the amount of \$5,766,000 as set forth in the attached Schedule B, effective October 1, 2017.

SECTION 4. That the revolving loan program income generated by the business loan program, estimated to be \$165,000 for FY 2017-18, as set forth in Schedule B, be retained by sub-recipient to carry out Community Development eligible activities in accordance with HUD requirements and upon written approval by the responsible City of Dallas departments.

June 28, 2017

SECTION 5. That the Chief Financial Officer is hereby authorized to receive funds up to the amounts set forth in the attached Schedule C.

SECTION 6. That the Chief Financial Officer is hereby authorized to disburse funds up to the amounts set forth in the attached Schedule B.

SECTION 7. That this budget will be amended to adjust to the actual amount of each grant once the allocations are announced by HUD.

SECTION 8. That the City Manager is hereby authorized to reimburse to HUD any expenditures identified as ineligible.

SECTION 9. That the City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 10. That the City Manager shall keep the appropriate City Council Committee informed of all final HUD audit reports not later than 30 days after the receipt of the reports.

SECTION 11. That the City Manager is hereby authorized to provide additional information and make adjustments to take other actions relating to these budgets as may be necessary to satisfy HUD requirements.

SECTION 12. That the Community Development Block Grant from the U.S. Department of Housing and Urban Development (Grant No. B-17-MC-48-0009 and CFDA No. 14.218) is designated as Contract No. BMS-2017-00002194.

SECTION 13. That the HOME Investment Partnerships Program Grant from the U.S. Department of Housing and Urban Development (Grant No. M-17-MC-48-0203 and CFDA No. 14.239) is designated as Contract No. BMS-2017-00002195.

SECTION 14. That the Emergency Solutions Grant from the U.S. Department of Housing and Urban Development (Grant No. E-17-MC-48-0009 and CFDA No. 14.231) is designated as Contract No. BMS-2017-00002196.

SECTION 15. That the Housing Opportunities for Persons with AIDS Grant from the U.S. Department of Housing and Urban Development (Grant No. TXH17-F001 and CFDA No. 14.241) is designated as Contract No. BMS-2017-00002197.

SECTION 16. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

SCHEDULE A
FY 2017-18 HUD CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

Project Name		FY 2017-18 Adopted Budget
<u>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)</u>		
<u>CDBG - Public Services</u>		
1	After-School/Summer Program	\$ 563,515
2	Child Care Services Program	488,826
Youth Programs Sub-Total		1,052,341
3	Senior Services Program	230,143
Senior Services Sub-Total		230,143
4	Community Court Program	765,425
	South Dallas/Fair Park Community Court	318,738
	South Oak Cliff Community Court	228,370
	West Dallas Community Court	218,317
Other Public Services Sub-Total		765,425
Total CDBG - Public Services		2,047,909
<u>CDBG - Housing Activities</u>		
5	Dallas Homebuyer Assistance Program	859,663
Homeownership Opportunities Sub-Total		859,663
6	Healthy Homes Repair Program	4,427,741
7	Support for Healthy Homes Repair Program	1,771,344
Homeowner Repair Sub-Total		6,199,085
Total CDBG - Housing Activities		7,058,748
<u>CDBG - Economic Development</u>		
8	Business Loan Program (Program Income)	165,000
Total CDBG - Economic Development		165,000
<u>CDBG - Public Improvements</u>		
9	Public Facilities and Improvements	2,000,000
Total CDBG - Public Improvement		2,000,000

SCHEDULE A
FY 2017-18 HUD CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

Project Name	FY 2017-18 Adopted Budget
<u>CDBG - Fair Housing and Planning & Program Oversight</u>	
10 Fair Housing Enforcement	721,345
11 Citizen Participation/CDC Support/HUD Oversight	751,819
12 Housing Management Support	1,178,500
Total CDBG - Fair Housing and Planning & Program Oversight	2,651,664
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT	
	13,923,321

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

13 CHDO Development Loan Program	700,000
14 CHDO Operating Assistance	125,000
15 HOME Program Administration	563,232
16 Dallas Homebuyer Assistance Program	642,129
17 Housing Development Loan Program	3,605,570
Homeownership Opportunities Sub-Total	5,635,931
TOTAL HOME INVESTMENT PARTNERSHIP PROGRAM	
	5,635,931

EMERGENCY SOLUTIONS GRANT (ESG)

18 Contracts - Essential Services	57,737
19 Contracts - Operations	382,065
20 Homeless Assistance Center - Essential Services	148,005
21 Street Operations	69,072
Essential Services/Operations Sub-Total	656,879
22 Homeless Prevention - Financial Assistance/Rent (MLK)	35,000
23 Homeless Prevention - Financial Assistance/Rent (WDMC)	35,000
Homeless Prevention Sub-Total	70,000
24 Rapid Re-Housing	348,852
Rapid Re-Housing Sub-Total	348,852

SCHEDULE A
FY 2017-18 HUD CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

	Project Name	FY 2017-18 Adopted Budget
25	HMIS Data Collection	45,000
	HMIS Data Collection Sub-Total	45,000
26	ESG Administration	90,735
	Program Administration Sub-Total	90,735
	TOTAL EMERGENCY SOLUTIONS GRANT	1,211,466

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

27	Emergency/Tenant Based Rental Assistance/Financial Assistance	2,600,000
28	Emergency/Tenant Based Rental Assistance/Housing Services	577,000
29	Housing Facilities Operation	753,615
30	Supportive Services	1,238,313
31	Housing Information/Resource Identification	151,212
	Other Public Services Sub-Total	5,320,140
32	Program Administration/City of Dallas	172,980
33	Program Administration/Project Sponsors	272,880
	Program Administration Sub-Total	445,860
	TOTAL HOUSING OPPORTUNITIES FOR PERSONS W/ AIDS	5,766,000
	GRAND TOTAL HUD CONSOLIDATED PLAN BUDGET	\$ 26,536,718

SCHEDULE B
FY 2017-18 HUD CONSOLIDATED PLAN BUDGET
APPROPRIATIONS AND ORGANIZATIONAL HIERARCHY

FUND	DEPT.		FY 2017-18 ADOPTED BUDGET	UNIT 1	UNIT 2
CD17		<u>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)</u>	<u>\$ 13,923,321</u>	CDBG	
		<u>City Attorney's Office</u>			
		<u>Community Court Program</u>	<u>765,425</u>	CDAT	
1	ATT	South Dallas/Fair Park Community Court	318,738		211B
2	ATT	South Oak Cliff Community Court	228,370		212B
3	ATT	West Dallas Community Court	218,317		213B
		<u>Economic Development</u>	<u>165,000</u>	CDEC	
4	ECO	Business Loan Program (Program Income)	165,000		N/A
		<u>Housing/Community Services</u>	<u>10,956,217</u>	CDHO	
5	HOU	Child Care Services Program	488,826		214B
6	HOU	Dallas Homebuyer Assistance Program	859,663		221B
7	HOU	Healthy Homes Repair Program	4,427,741		222B
8	HOU	Support for Healthy Homes Repair Program	1,771,344		223B
9	HOU	Housing Management Support	1,178,500		201B
10	HOU	Public Facilities and Improvements	2,000,000		225B
11	HOU	Senior Services Program	230,143		215B
		<u>Management Services</u>	<u>721,345</u>	CDMG	
12	MGT	Fair Housing Enforcement	721,345		202B
		<u>Office of Financial Services</u>	<u>751,819</u>	CDBM	
13	BMS	Citizen Participation/CDC Support/HUD Oversight	751,819		203B
		<u>Park and Recreation</u>	<u>563,515</u>	CDPK	
14	PKR	After-School/Summer Outreach Program - School Sites	469,263		218B
15	PKR	After-School/Summer Outreach Program - Community Centers	94,252		219B
HM17		<u>HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)</u>	<u>5,635,931</u>	HMHO	
		<u>Housing/Community Services</u>			
16	HOU	CHDO Development Loan Program	700,000		271B
17	HOU	CHDO Operating Assistance	125,000		272B
18	HOU	HOME Program Administration	563,232		277B
19	HOU	Dallas Homebuyer Assistance Program	642,129		278B
20	HOU	Housing Development Loan Program	3,605,570		279B

SCHEDULE B
FY 2017-18 HUD CONSOLIDATED PLAN BUDGET
APPROPRIATIONS AND ORGANIZATIONAL HIERARCHY

FUND	DEPT.		FY 2017-18 ADOPTED BUDGET	UNIT 1	UNIT 2
ES17		<u>EMERGENCY SOLUTIONS GRANT (ESG)</u>	<u>1,211,466</u>	ESHO	
		<u>Housing/Community Services</u>			
21	HOU	Contracts - Essential Services	57,737		281B
22	HOU	Contracts - Operations	382,065		282B
23	HOU	Homeless Assistance Center - Essential Services	148,005		283B
24	HOU	Street Operations	69,072		284B
25	HOU	Homeless Prevention - Financial Assistance/Rent (MLK)	35,000		285B
26	HOU	Homeless Prevention - Financial Assistance/Rent (WDMC)	35,000		286B
27	HOU	Rapid Re-Housing	348,852		287B
28	HOU	HMIS Data Collection	45,000		288B
29	HOU	ESG Administration	90,735		289B
HW17		<u>HOUSING OPPORTUNITIES FOR PERSONS W/AIDS (HOPWA)</u>	<u>5,766,000</u>	HWHO	
		<u>Housing/Community Services</u>			
30	HOU	Emergency/Tenant Based Rental Assistance/Financial Assistance	2,600,000		291B
31	HOU	Emergency/Tenant Based Rental Assistance/Housing Services	577,000		292B
32	HOU	Housing Facilities Operation	753,615		293B
33	HOU	Supportive Services	1,238,313		294B
34	HOU	Housing Information/Resource Identification	151,212		295B
35	HOU	Program Administration/City of Dallas	172,980		296B
36	HOU	Program Administration/Project Sponsors	272,880		297B
			<u>\$ 26,536,718</u>		

SCHEDULE C
FY 2017-18 HUD CONSOLIDATED PLAN BUDGET
SOURCE OF FUNDS

SOURCE OF FUNDS	FY 2017-18 Adopted Budget
Community Development Block Grant (CDBG)	\$ 13,258,321
Program Income - Housing Activities (estimated)	500,000
Program Income - Sub-recipient Retained (estimated)	165,000
Home Investment Partnerships Program (HOME)	4,135,931
Program Income (estimated)	1,500,000
Emergency Solutions Grant (ESG)	1,211,466
Housing Opportunities for Persons With AIDS (HOPWA)	<u>5,766,000</u>
GRAND TOTAL HUD GRANT FUNDS	\$ 26,536,718

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize an increase in the homestead property tax exemption for persons who are disabled or 65 or older from \$64,000 to \$90,000 beginning with the 2018 tax year (fiscal year beginning October 1, 2017) - Estimated Annual Revenue Foregone: (\$-13,795,000)

BACKGROUND

The City of Dallas grants a homestead exemption of 20 percent or a minimum of \$5,000 of the market value of residence homesteads. An additional exemption of up to \$64,000 of the market value is granted to those persons who are disabled or 65 or older. The \$64,000 exemption has been in effect since 1986.

The proposed increase recognizes the increase in home values that has occurred since 1986-87, therefore a \$90,000 exemption is proposed. The increase applies to the tax year starting January 1, 2018. For every \$5,000 increase in exemption, the City loses \$2.7 million in revenue.

Exemption Increase	Total Exemption	Projected General Fund Revenue Foregone	Incremental Property Tax Savings to \$240,000 Home
\$ 5,000	\$69,000	(\$ 2,700,000)	(\$ 40)
\$10,000	\$74,000	(\$ 5,300,000)	(\$ 79)
\$15,000	\$79,000	(\$ 8,000,000)	(\$118)
\$20,000	\$84,000	(\$10,600,000)	(\$157)
\$25,000	\$89,000	(\$13,300,000)	(\$196)
\$26,000	\$90,000	(\$13,800,000)	(\$203)

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 23, 1986, City Council established the disabled or 65 or older homestead exemption at \$50,000, by Resolution No. 86-1283.

On September 17, 1986, City Council amended Resolution No. 86-2926 increasing the disabled or 65 or older homestead exemption from \$50,000 to \$64,000.

On January 3, 2017, the Budget, Finance, and Audit Committee was briefed on current exemption options offered by the City of Dallas.

On January 17, 2017, the Economic Development Committee was briefed on current exemption options offered by the City of Dallas.

On May 15, 2017, the Budget, Finance, and Audit Committee voted to recommend a \$26,000 increase in the disabled or 65 or older homestead exemption from \$64,000 to \$90,000.

FISCAL INFORMATION

Estimated Annual Revenue Foregone - (\$-13,795,000)

June 28, 2017

WHEREAS, the Texas Tax Code authorizes City Council to adopt a residence homestead exemption for persons who are disabled or 65 or older; and

WHEREAS, City Council last adopted a resolution authorizing a homestead exemption for persons who are disabled or 65 or older, passed on September 17, 1986, and which increased the exemption from \$50,000 to \$64,000 for the fiscal year beginning October 1, 1986, by Resolution No. 86-2926; and

WHEREAS, City Council desires to change the amount of the homestead exemption for persons who are disabled or 65 or older from \$64,000 to \$90,000 beginning with the 2018 tax year (fiscal year beginning October 1, 2017).

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE OF THE CITY OF DALLAS:

SECTION 1. That the homestead property tax exemption shall increase for persons who are disabled or 65 or older from \$64,000 to \$90,000 beginning with the 2018 tax year (fiscal year beginning October 1, 2017).

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 53

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2, 5, 11

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 15H, 47E, 59W

SUBJECT

Authorize a contract with The Fain Group, Inc., best value proposer of three, for construction of three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Beltline Road, and Samuell Grand Park located at 6200 East Grand Avenue - Not to exceed \$20,562,297 - Financing: Elgin B. Robertson Land Sale Funds

BACKGROUND

On March 10, 2017, three proposals were received for Phase 1 Aquatics Facilities at Crawford Memorial Park, Fretz Park and Samuell Grand Park (Package 1); Kidd Springs Park, Lake Highlands North Park and Tietze Park (Package 2). The Fain Group, Inc. was selected as the best value proposer for both packages. The Fain Group, Inc.'s Best and Final Offer Price for Bid Package 1 is \$20,562,297. The scope of work at each Regional Family Aquatic Center includes:

1. Children's Play Pool with multi-level play unit with sprays and slides and ground geyser sprays in zero beach entry.
2. Two single rider body flume slides with a single plunge pool.
3. Eight lane lap pool with one meter diving board.
4. Lazy river with crossing activity.
5. Shade structures.
6. Bathhouse to include concessions, men's and women's locker rooms, two family restrooms, office, lifeguard room.
7. Pool filtration equipment building.

The award of Package 2 will be held for a future date when additional funding becomes available. The Fain Group, Inc. has proposed to hold their prices for Package 2 until June 30, 2018.

BACKGROUND (continued)

Proposals based on Request For Competitive Sealed Proposal (RFCSP) are evaluated on pre-set criteria which include cost, qualifications of the prime contractor, construction amount and schedule ratings, which are based on mathematical formulas, with the best price and best schedule being given the highest scores. Ratings "1" to "10" are given for each criterion with "10" being the best rating. These ratings are multiplied by the weighting to obtain the score for each criterion.

The following is a list of the rating criteria and values for each criterion:

<u>Rating Criteria</u>	<u>Value</u>
1. Proposed Construction Contract Award	40%
2. Qualifications/Experience/References for Prime Firm	15%
3. Subcontractor Experience	10%
4. Business Inclusion and Development Plan	15%
5. Financial Sufficiency	10%
6. Schedule/Time of Completion	<u>10%</u>
	100%

ESTIMATED SCHEDULE OF PROJECT

Package 1 (Crawford, Fretz and Samuell Grand Parks)

Began Design	January 2016
Completed Design	December 2016
Begin Construction	July 2017 (Crawford Memorial Park)
Begin Construction	August 2017 (Fretz and Samuell Grand Parks)
Complete Construction Grand Parks)	April 2018 (Crawford Memorial, Fretz and Samuell

Package 2* (Kidd Springs, Lake Highlands North and Tietze Parks)

Began Design	January 2016
Completed Design	December 2016
Begin Construction	August 2018
Complete Construction	April 2019

*Based on availability of supplemental funding

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 14, 2015, the Quality of Life and Environment Committee was briefed on the Aquatics Master Plan Update.

On October 7, 2015, City Council was briefed on the Aquatics Master Plan Update.

On October 8, 2015, the Park and Recreation Board authorized the Aquatics Master Plan Update.

On December 9, 2015, City Council authorized the professional services contract for Phase 1 Implementation.

On March 10, 2016, the Park and Recreation Board was briefed on the Aquatics Master Plan - Public Meeting Update.

On October 20, 2016, the Park and Recreation Board was briefed on the Aquatics Master Plan Phase I Implementation.

On November 2, 2016, City Council was briefed on the Aquatics Master Plan Phase 1 Implementation.

On December 1, 2016, the Park and Recreation Board authorized proceeding with advertisement for construction procurement.

On May 18, 2017, the Park and Recreation Board authorized a professional services contract for construction of three regional family aquatic centers at Crawford Memorial Park, Fretz Park and Samuell Grand Park.

City Council will be briefed regarding this matter on June 21, 2017.

FISCAL INFORMATION

Elgin B. Robertson Land Sale Funds - \$20,562,297

<u>Council District</u>	<u>Amount</u>
2	\$ 7,219,772
5	\$ 6,445,526
11	<u>\$ 6,896,999</u>
Total	\$20,562,297

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

The Fain Group, Inc.

White Male	8	White Female	1
Hispanic Male	44	Hispanic Female	2
Black Male	0	Black Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following three proposals were received and opened on March 10, 2017:

*Denotes the successful bidder

<u>Proposers</u>	<u>Package 1** Total Bid</u>	<u>Package 2*** Total Bid</u>	<u>Scores</u>
*The Fain Group, Inc. 1616 N. Sylvania Avenue Fort Worth, Texas 76111	\$20,969,000	\$14,897,000	4,641.50
Ratliff Construction	\$20,897,465	\$15,185,535	4,205.00
Turner Construction	\$22,978,975	\$17,011,678	4,185.50

Note: After value engineering, the best and final offer from The Fain Group, Inc. was for \$20,562,297 for Package 1.

**Package 1: Crawford Park, Fretz Park and Samuell Grand Park

***Package 2: Kidd Springs Park, Lake Highlands North Park and Tietze Park
(Proposed price for Package 2 will be held by The Fain Group, Inc. until June 30, 2018)

OWNER

The Fain Group, Inc.

Larry Frazier, President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with The Fain Group, Inc., best value proposer of three, for construction of three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Beltline Road, and Samuell Grand Park located at 6200 East Grand Avenue - Not to exceed \$20,562,297 - Financing: Elgin B. Robertson Land Sale Funds

The Fain Group, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$13,673,251.00	66.50%
Total non-local contracts	\$6,889,046.00	33.50%
TOTAL CONTRACT	\$20,562,297.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

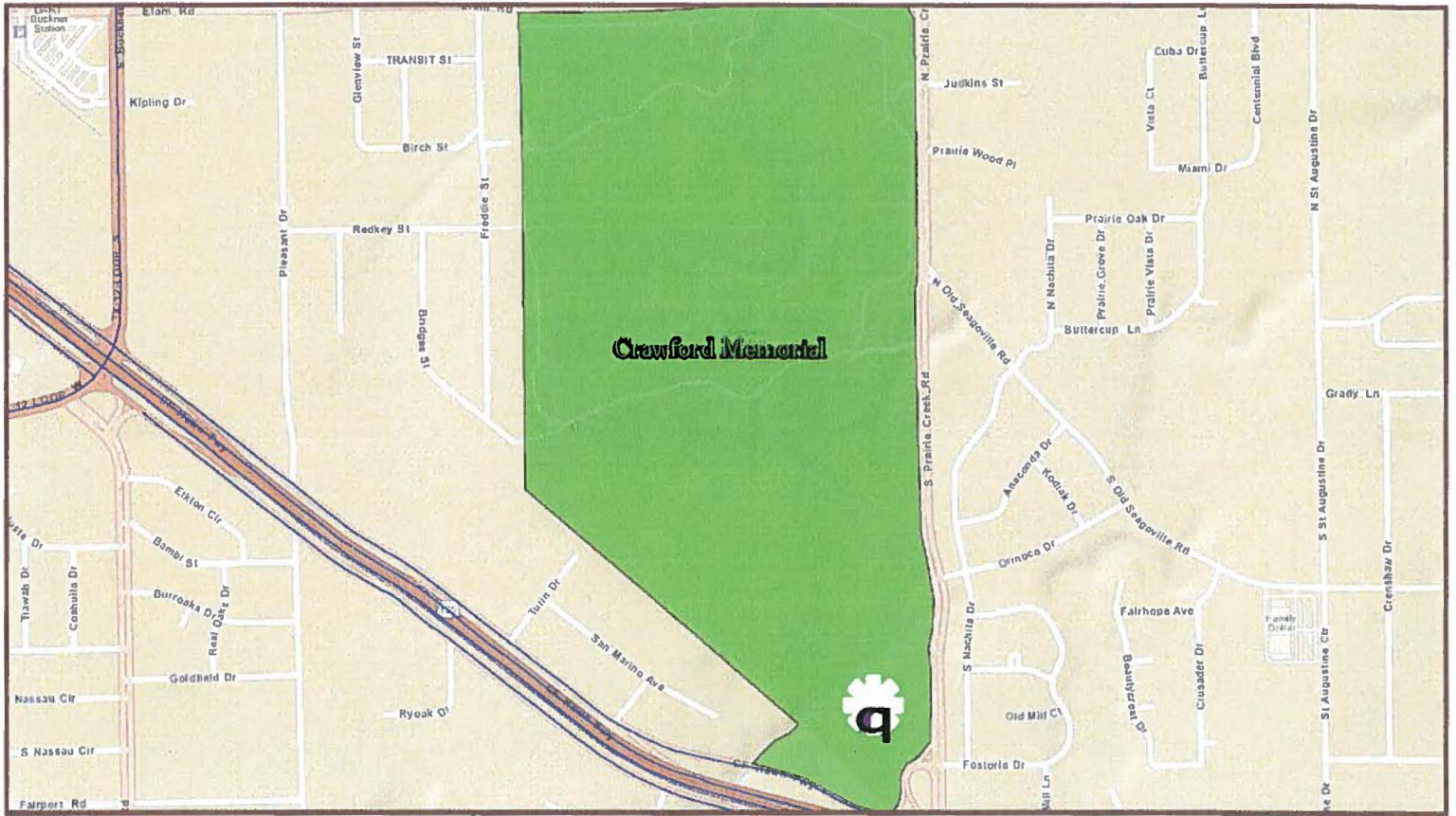
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
R&A Masonry	HFDB57721Y0817	\$325,850.00	2.38%
Duran Industries	HMDB56317Y1117	\$4,729,328.00	34.59%
Total Minority - Local		\$5,055,178.00	36.97%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$5,055,178.00	36.97%	\$5,055,178.00	24.58%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$5,055,178.00	36.97%	\$5,055,178.00	24.58%



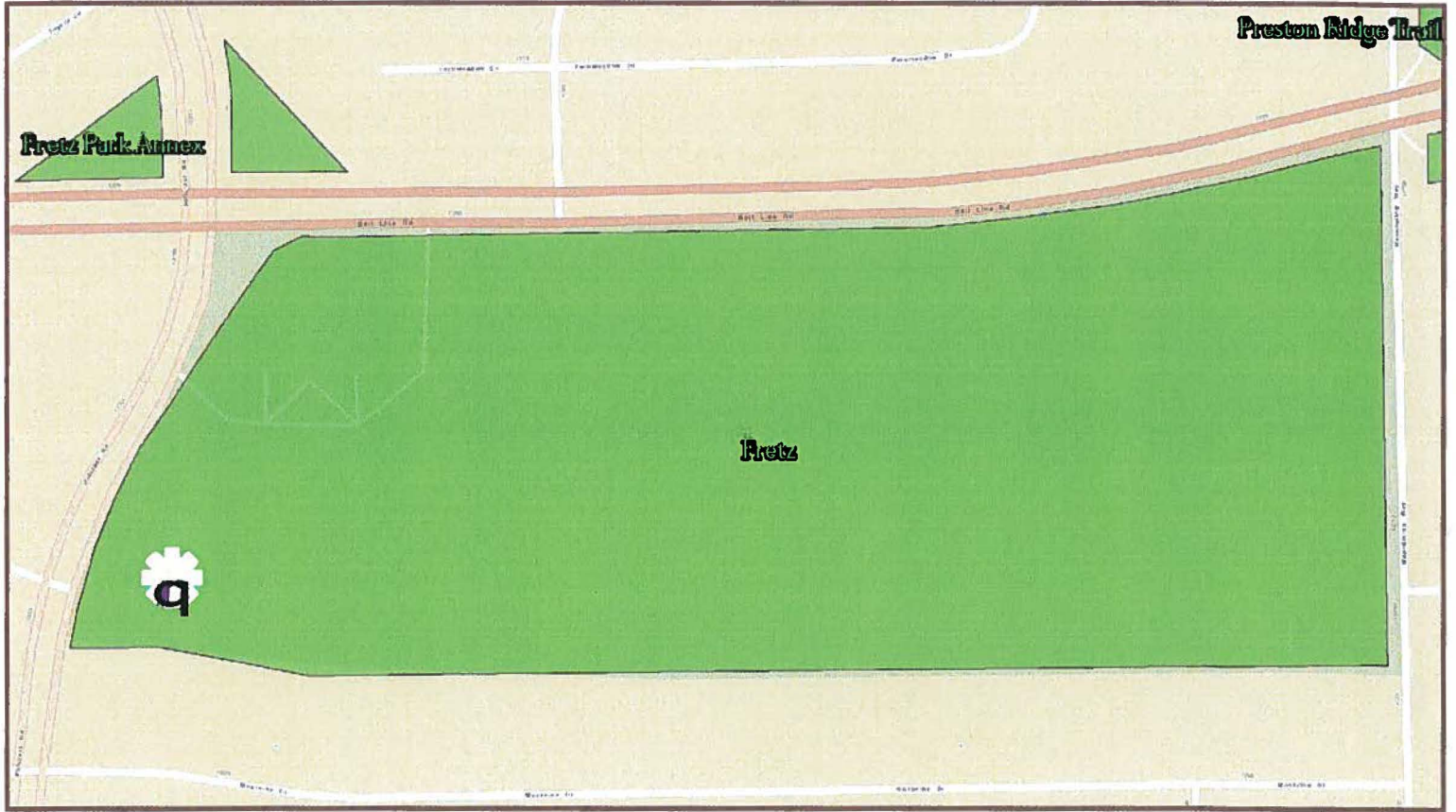
0 295 590 1,180 1,770 Feet
May 18, 2017



Aquatic Center: Crawford Memorial Park
(8700 Elam Rd)

Mapsc
59W

District
5



0 65 130 260 390 Feet
May 18, 2017



Aquatic Center: Fretz Park
(6994 Belt Line Rd)

Mapsc
15 H

District
11



0 155 310 620 930 Feet
May 18, 2017



Aquatic Center: Samuel-Grand Park
(6200 E Grand Ave)

Mapsc
47 E

District
2

June 28, 2017

WHEREAS, on March 10, 2017, three proposals were received for Phase 1 Aquatic Facilities at Crawford Memorial Park, Fretz Park, Samuell Grand Park (Package 1), and Kidd Springs Park, Lake Highlands North Park and Tietze Park (Package 2). The scope of work at each regional family aquatic facility (Package 1) includes children's play pool with multi-level play unit with sprays and slides and ground geyser sprays in zero beach entry, two single rider body flume slides with plunge pool, eight lane lap pool with one meter diving board, lazy river with crossing activity, shade structures, bathhouse to include concessions, men's and women's locker rooms, two family restrooms, office, lifeguard room, and pool filtration equipment building; and

<u>Proposers</u>	<u>Package 1 Base Price</u>	<u>Package 2 Base Price</u>	<u>Scores</u>
The Fain Group, Inc.	\$20,969,000	\$14,897,000	4,641.50
Ratcliff Constructors	\$20,897,465	\$15,185,535	4,205.00
Turner Construction	\$22,978,975	\$17,011,678	4,185.50

After value engineering, the best and final offer from The Fain Group, Inc. for Package 1 was \$20,562,297.

WHEREAS, it has been determined that acceptance of the best and final offer from The Fain Group, Inc. in an amount not to exceed \$20,562,297 for Package 1 is the best value for the City of Dallas.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to sign a contract with The Fain Group, Inc., approved as to form by the City Attorney, for the construction of three regional family aquatic centers (Package 1) at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Beltline Road, and Samuell Grand Park located at 6200 East Grand Avenue, in an amount not to exceed \$20,562,297 (Crawford Park \$7,219,772, Fretz Park \$6,445,526, Samuell Grand Park \$6,896,999).

SECTION 2. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a contract with The Fain Group, Inc., approved as to form by the City Attorney.

June 14, 2017

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$20,562,297 to The Fain Group, Inc. in accordance with the terms and conditions of Contract No. PKR-2017-00001818, as follows:

Crawford Memorial Park

Elgin B. Robertson Land Sale Fund
 Fund 0467, Department PKR, Unit W109
 Object 4599, Activity AQFC, Program PKP945.6
 Contract No./Encumbrance CX-PKR-2017-00001818
 Commodity 91200, Vendor VS0000040276 \$ 7,219,772

Fretz Park

Elgin B. Robertson Land Sale Fund
 Fund 0467, Department PKR, Unit W109
 Object 4599, Activity AQFC, Program PKP945.1
 Contract No./Encumbrance CX-PKR-2017-00001818
 Commodity 91200, Vendor VS0000040276 \$ 6,445,526

Samuell Grand Park

Elgin B. Robertson Land Sale Fund
 Fund 0467, Department PKR, Unit W109
 Object 4599, Activity AQFC, Program PKP945.2
 Contract No./Encumbrance CX-PKR-2017-00001818
 Commodity 91200, Vendor VS0000040276 \$ 6,896,999

Total amount not to exceed \$20,562,297

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Raquel Favela, 670-3309

MAPSCO: 44J N

SUBJECT

Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by Confia Homes, L.L.C. for the construction of houses; **(2)** the sale of two vacant lots (list attached) from Dallas Housing Acquisition and Development Corporation to Confia Homes, L.L.C.; and **(3)** execution of a release of lien for any non-tax liens on the two properties that may have been filed by the City – Financing: No cost consideration to the City

BACKGROUND

On June 18, 2003, Governor Rick Perry signed the Urban Land Bank Demonstration Program Act. The Act allows the governing body of a municipality to adopt an Urban Land Bank Demonstration Program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale to a land bank for the purpose of housing developments. The City Council then established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank for the purpose of acquiring, holding and transferring unimproved real property under Subtitle A, Title 12, Local Government Code, Chapter 379C on January 28, 2004.

Confia Homes, L.L.C. has submitted a proposal and development plan to DHADC for two lots shown on the attached list. The DHADC board of directors has approved the development plan and sale of the two lots, subject to City Council approval. This item will authorize City Council approval of the development plan submitted to DHADC by Confia Homes, L.L.C., the sale of those lots from DHADC to Confia Homes, L.L.C. and the release of lien for any non-tax liens on the two properties that may have been filed by the City. The vacant lots were purchased by DHADC from a Sheriff's sale pursuant to foreclosure of tax liens and any non-tax liens. DHADC's Deed without Warranty to Confia Homes, L.L.C. will contain a reverter that returns the property to DHADC if a construction permit is not applied for by Confia Homes, L.L.C. and construction financing is not closed within three years of conveyance.

BACKGROUND (continued)

Confia Homes, L.L.C. will build houses on the lots. The approximate square footage and sale price of the houses will be from 1,236 to 1,600 square feet and from \$119,900 to \$134,900. The lots will be deed restricted for sale to eligible families.

DHADC will receive \$10,000 for the sale price of the vacant lots to Confia Homes, L.L.C., as calculated from the 2016-17 Land Bank Plan approved by City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 28, 2004, City Council established DHADC as its land bank for the purpose of acquiring, holding and transferring unimproved real property for the purpose of promoting the development of housing as allowed under Chapter 379C of the Texas Local Government Code by Resolution No. 04-0458.

On September 19, 2016, the Housing Committee was briefed regarding the Urban Land Bank Demonstration Program which outlined the process and status of the program.

On January 17, 2017, the Housing Committee was briefed regarding possible changes to the Urban Land Bank Demonstration Program.

On February 16, 2017, the DHADC board of directors approved the development plan and sale of two lots from DHADC to Confia Homes, L.L.C.

City Council will be briefed by memorandum regarding this matter on March 31, 2017.

On April 12, 2017, this item was deferred by Mayor Pro-Tem Monica R. Alonzo.

FISCAL INFORMATION

No cost consideration to the City.

DEVELOPER

Confia Homes, L.L.C.

RobertsCarrillo Management, Inc., Manager

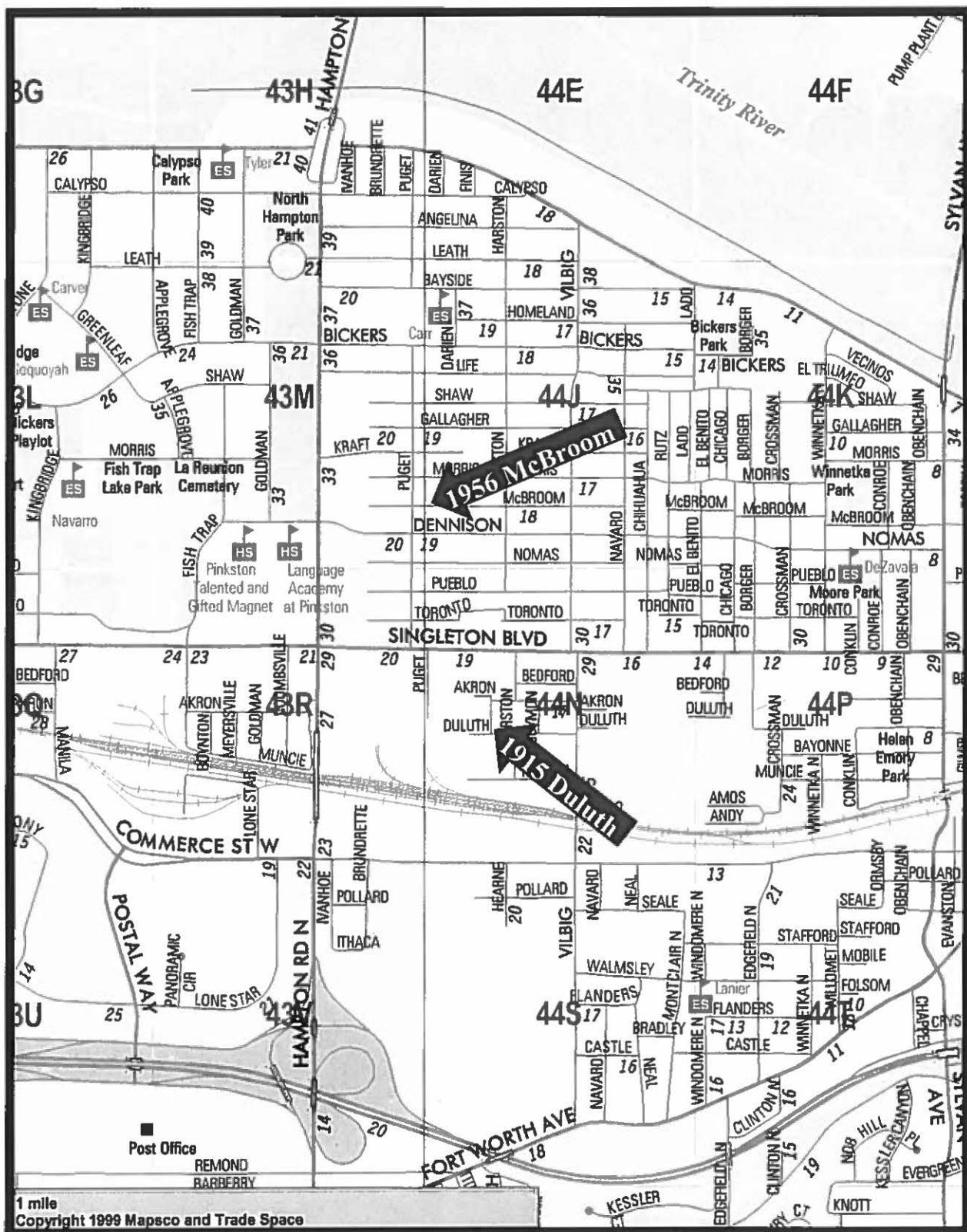
Kenneth E. Roberts, Chief Operating Officer

MAP

Attached

**Land Bank (DHADC) Sale of Lots to
Confia Homes, L.L.C.**

<u>Property Address</u>	<u>Mapsco</u>	<u>Council District</u>	<u>Amount of Non-Tax Liens</u>
1. 1956 McBroom	44J	6	\$ 9,309.57
2. 1915 Duluth	44N	6	\$11,229.18



MAPSCO 44J & 44N

June 28, 2017

WHEREAS, on January 28, 2004, City Council established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank for the purpose of acquiring, holding and transferring unimproved real property under Subtitle A, Title 12, Local Government Code, Chapter 379C by Resolution No. 04-0458; and

WHEREAS, Confia Homes, L.L.C. submitted a proposal and development plan to DHADC for two lots shown on Exhibit "A" and the DHADC Board has approved the development plan and sale, subject to City Council approval; and

WHEREAS, City Council desires to approve the development plan shown on Exhibit "B" indicating the approximate square footage and sale price ranges of the proposed houses submitted by Confia Homes, L.L.C. and authorize the sale of two lots from DHADC to Confia Homes, L.L.C. to build houses.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the development plan shown on Exhibit "B" indicating the approximate square footage and sale price ranges of the proposed houses submitted by Confia Homes, L.L.C. and the sale of two lots shown on Exhibit "A" from DHADC to Confia Homes, L.L.C. is approved.

SECTION 2. That the City Manager, after approval as to form by the City Attorney is hereby authorized to execute a Deed without Warranty and release of lien for any non-tax liens that may have been filed by the City on the lots shown on Exhibit "A".

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

EXHIBIT "A"

LAND BANK PROPERTY				
PARCEL NUMBER	STREET ADDRESS LEGAL DESCRIPTION	QUALIFIED PURCHASER	NUMBER OF HOMEOWNER UNITS	SALE AMOUNT
1	1956 McBroom Part of Lot 4, Victory Gardens Addition No. 4 Block 6/7126	Confia Homes, L.L.C.	1	\$5,000.00
2	1915 Duluth Lot A, 45x150, Duluth & Harston Addition Block 7238	Confia Homes, L.L.C.	1	\$5,000.00
TOTAL				\$10,000.00

EXHIBIT B

SECTION II: DEVELOPMENT PLAN

A. DESCRIPTION OF THE LAND REQUESTED FOR DEVELOPMENT

- (1) Number of lots requested in this proposal. 2
- (2) Provide the property address and legal description of the land requested (attach extra sheets if necessary) (the "Property").

	1956 McBroom
	1915 Duluth

B. DESCRIPTION OF PROPOSED HOUSES ENTITY WILL CONSTRUCT

At least 25% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes not greater than 60% of AMFI. No more than 30% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes between 81% and 115% of AMFI. (At least 70% of the Land Bank properties sold during any fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes at 80% AMFI or less.)

Single Family Home (to be sold to low income households at 60% or less of AMFI):

Number of homes to be built _____
Square Footage range of each home _____
Number of Bedrooms/Baths in each home _____ / _____
Number of Garages _____ Number of Carports _____ Detached _____ Attached _____
Type of Exterior Veneer _____ Which sides _____
Your Sales Price range without Subsidies to Qualified Low Income Buyer _____

Single Family Home (to be sold to low income households at 80% or less of AMFI):

Number of homes to be built _____
Square Footage range of each home _____
Number of Bedrooms/Baths in each home _____ / _____
Number of Garages _____ Number of Carports _____ Detached _____ Attached _____
Type of Exterior Veneer _____ Which sides _____
Your Sales Price range without Subsidies to Qualified Low Income Buyer _____

Single Family Home (to be sold to low income households between 81% and 115% of AMFI):

Number of homes to be built 2
Square Footage range of each home 1,238-1,600
Number of Bedrooms/Baths in each home 3 or 4 / 2 or 2.5
Number of Garages 0 or 1 Number of Carports 0 or 1 Detached _____ Attached X
Type of Exterior Veneer Brick and Siding Which sides Brick - FR, Siding - R
Your Sales Price range without Subsidies to Qualified Low Income Buyer \$119,900-\$134,900

Attach extra sheet(s) breaking out above information for each different model of home.

PROVIDE FLOOR PLANS AND ELEVATIONS.

C. CONSTRUCTION TIMETABLE

State the number of days it will take you to complete construction and sale of improved Property from the date of obtaining the executed deed from DHADC. Attach a schedule, if you desire. The deed conveying property sold by DHADC will include a right of reverter so that if the Entity does not apply for a construction permit and close on any construction financing within a three year period following the date of conveyance of the property from the DHADC to the Entity, the property will revert to the DHADC for subsequent resale.

Start of Construction: 30 days after receiving the deed to the property

Completion of Construction: 120 days after start of construction

Sale of first affordable housing unit to low income household: 30 days after completion of construction

Sale of last affordable unit to low income households: 120 days after completion of first house

AGENDA ITEM # 55

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45 K; P

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an Historic Overlay for One Main Place (1201 Main Street) on property zoned Planned Development District No. 619 in an area bounded by Main Street, Griffin Street, Elm Street, and Field Street with the exception of the northwest corner of Field Street and Main Street

Recommendation of Staff and CPC: Approval, subject to preservation criteria

Recommendation of Landmark Commission: Approval, subject to preservation criteria
Z167-130(LC)

FILE NUMBER: Z167-130(LC)

DATE FILED: November 8, 2016

LOCATION: An area bounded by Main Street, Griffin Street, Elm Street, and Field Street with the exception of the northwest corner of Field Street and Main Street.

COUNCIL DISTRICT: 14

MAPSCO: 45-K; P

SIZE OF REQUEST: 2.43 acres

CENSUS TRACT: 0031.01

APPLICANT/OWNER: One Main Place Office LLC

REPRESENTATIVE: Jay Firsching, Architexas

REQUEST: An application for an Historic Overlay for One Main Place (1201 Main Street) on property zoned Planned Development District No. 619.

SUMMARY: One Main Place (1201 Main Street), constructed between 1965 and 1968, consists of a 33 story, high rise office building, street level plaza, and two sunken plazas on the east and west sides of the site. A significant property must meet 3 of 10 designation criteria. This property has been determined to meet 6.

CPC RECOMMENDATION: Approval, subject to preservation criteria.

LANDMARK COMMISSION RECOMMENDATION: Approval, subject to preservation criteria.

STAFF RECOMMENDATION: Approval, subject to preservation criteria.

BACKGROUND INFORMATION:

- One Main Place is Modernist in style with International and Brutalist Style elements. It was designed by the Skidmore, Owings and Merrill (SOM) design firm, with noted architect Gordon Bunshaft as the lead designer. One Main Place was the first of a three phase superblock project proposed for downtown Dallas in the 1960s, and the only phase actually constructed. The goal of the project was to reverse urban decay and suburbanization, and stimulate growth in downtown. One Main Place was listed on the National Register of Historic Places in 2015.
- After the zoning application was submitted on November 8, 2016, the Designation Committee of the Landmark Commission met two times with the applicant to work on the landmark nomination form and preservation criteria.
- The Designation Committee approved the designation report, comprised of the landmark nomination form and preservation criteria, on February 15, 2017.
- The Landmark Commission approved the designation on April 3, 2017.
- The applicant does not propose any changes to the structure or uses at this time.

STAFF ANALYSIS:

Comprehensive Plan:

The historic overlay is consistent with the Land Use and Urban Design Elements of the Comprehensive Plan. Historic preservation has played a key role in defining Dallas' unique character. Preservation of open spaces that are historically and environmentally significant creates a direct, visual link to the past, contributing to a "sense of place."

LAND USE ELEMENT

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.1.3 Build a dynamic and expanded Downtown.

URBAN DESIGN ELEMENT

GOAL 5.1 Promote a Sense of Place and Walkability

Policy 5.1.3 Encourage complementary building height, scale, design and character.

LIST OF OFFICERS:

**INITIAL REPORT
OF
ONE MAIN PLACE, LLC**

1.

The location and address of the registered office of ONE MAIN PLACE, LLC is:

1205 St. Charles Ave., Suite D
New Orleans, LA 70130

2.

The registered agent for service of process ONE MAIN PLACE, LLC is:


David F. Waguespack
1100 Poydras Street, STE 3100
New Orleans, LA 70163

3.

The name and municipal address of the initial Manager is:

Elie Khoury
1205 St. Charles Ave., Suite D
New Orleans, LA 70130

New Orleans, Louisiana, this 25th day of February, 2014.



ELIE KHOURY, ORGANIZER

CPC ACTION:
(May 18, 2017)

Motion: It was moved to recommend **approval** of an Historic Overlay for One Main Place (1201 Main Street), subject to preservation criteria on property zoned Planned Development District No. 619 in an area bounded by Main Street, Griffin Street, Elm Street, and Field Street with the exception of the northwest corner of Field Street and Main Street.

Maker: Ridley
Second: Murphy
Result: Carried: 11 to 0

For: 11 - Anglin, Houston, Davis, Shidid, Haney, Mack,
Housewright, Peadon*, Murphy, Ridley,
Tarpley

Against: 0
Absent: 2 - Anantasomboon, Schultz
Vacancy: 0
Conflict: 2 - Rieves, Jung

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 298
Replies: For: 1 Against: 0

Speakers: For (Did not speak): Jay Firsching, 1907 Marilla St., Dallas, TX, 75211
Against: None

LANDMARK COMMISSION ACTION: (April 3, 2017)

This item appeared on the Commission's discussion agenda.

Motion: Approval, subject to preservation criteria.

Maker: Sherman

Second: McGill

Results: 14/0

Ayes: Birrer, Bowers, Bumpas, *Childers,
Flabiano, Jordan, McGill, Montgomery,
Seale, *Sherman, Swann, Tapscott,
Tate, Williams

Against: None

Absent: Amonett

Vacancies: 3, 4 and 12

**Dallas Landmark Commission
Landmark Nomination Form**

1. Name

historic: One Main Place
and/or common:
date: 1968

2. Location

address: 1201 Main Street
location/neighborhood:

block: **lot:** **land survey:** **tract size: 2.25 acres**

3. Current Zoning

current zoning: PD 619 sub areas A, B, & C, SPSD overlay, video board district, retail A district, CP overlay

4. Classification

Category	Ownership	Status	Present Use	_____museum
_____district	_____public	_____occupied	_____agricultural	_____park
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	_____unoccupied	<input checked="" type="checkbox"/> commercial	_____residence
_____structure	_____both	<input checked="" type="checkbox"/> work in progress	_____educational	_____religious
_____site	Public	Accessibility	_____entertainment	_____scientific
_____object	Acquisition	_____yes:restricted	_____government	_____transportation
	_____in progress	_____yes:unrestricted	_____industrial	_____other, specify
	_____being considered	_____no	_____military	_____

5. Ownership

Current Owner: One Main Place Office, LLC / One Main Place Hotel, LLC
Contact: Elie Khoury **Phone:** 504-585-1535
Address: 1205 St. Charles Ave. Suite D **City:** New Orleans
State: LA **Zip:** 70130

6. Form Preparation

Date: February 15, 2017
Name & Title: Jay Firsching, Associate, Hayli Ballentine, Preservation Specialist Intern
Organization: ARCHITEXAS – Architecture, Planning and Historic Preservation, Inc.

Contact: jfirsching@architexas.com **Phone:** 214-748-4561

Item # 12

(continued)

7. Representation on Existing Surveys

Alexander Survey (citywide) *local state national* National Register YES
H.P.L. Survey (CBD) *A B C D* Recorded TX Historic Ldmk
Oak Cliff TX Archaeological Ldmk
Victorian Survey
Dallas Historic Resources Survey, Phase ____ *high medium low*

For Office Use Only

Date Rec'd: _____ Survey Verified: *Y N* by: _____ Field Check by: _____ Petitions Needed: *Y N*
Nomination: *Archaeological Site Structure(s) Structure & Site District*

8. Historic Ownership

original owner: The Dallas Texas Corporation
significant later owner(s): Equitable Life Insurance Company of the United States

9. Construction Dates

original: 1968
alterations/additions:

10. Architect

original construction: Skidmore, Owings and Merrill / Gordon Bunshaft
alterations/additions:

11. Site Features

natural:
urban design: Sunken plazas at the east and west site. Wide setbacks on all sides.

12. Physical Description

Condition, check one:

☒ *excellent*
☐ *good*
☐ *fair*

☐ *deteriorated*
☐ *ruins*
☐ *unexposed*

☐ *unaltered*
☐ *altered*

Check one:

☒ *original site*
☐ *moved(date _____)*

One Main Place is a 33-story high-rise office building in the Dallas central business district. Bounded by Griffin Street to the west, Elm to the north, Field to the east and Main to the south, the building occupies a three-acre site and includes several below-grade levels supporting retail, business, back-of-house and vehicular spaces. It lies one block to the east of the Dallas West End Historic District and just outside the western

One Main Place Landmark Nomination

2

boundary of the Dallas Downtown National Register Historic District. The building has a prominent and heavy structural concrete frame with an exposed granite aggregate finish, and features deep and regular fenestration. At street level, the tower occupies a fraction of the total site, with broad sidewalks, a large sunken plaza to the west, and a smaller one to the east.

One Main Place is in excellent condition and continues to support office use. An ongoing rehabilitation converted a portion to hotel use in 2015. The building has changed very little since its construction and retains its historic integrity in terms of location, design, setting, materials, workmanship, feeling, and association. Designed by Skidmore, Owings and Merrill (SOM) with Gordon Bunshaft as lead designer, One Main Place is difficult to assign to a single architectural style and is best described as modernist. While its physical form exhibits elements of the International Style, the use of a massive concrete structural frame is a significant departure from the lightweight metal and glass curtain wall typical of the style. Often identified as a Brutalist building due to the emphasis on concrete in the design, it lacks that style's more important defining characteristics such as an irregularity in form and clearly-articulated functional divisions in the form of externally-expressed circulation, mechanical, and tenant spaces. The design is reminiscent of other SOM buildings constructed for corporate America. Breaking with the tradition of maximizing density across an entire site, the sleek and dramatic tower occupies only a fraction of the site leaving room for broader sidewalks, plazas and retail blocks. However, where their previous compositions in the International Style generally placed an emphasis on lightness and volume rather than structure, at One Main Place this idea is turned inside out with a prominent and heavy concrete structural frame becoming its distinguishing feature.

To fully understand the composition of One Main Place, one must first recognize the context of its design. One Main Place was the first phase of a proposed three-phase superblock project covering more than 10 acres and to be called Main Place. Land for the site was accumulated over a number of years and the proposed design required the realignment of the street grid and the abandonment by the city of the land under Main Street to a depth of 80 feet. For the first phase, One Main Place, the city abandoned Field and Poydras Streets between Main and Elm, and realigned Griffin Street to create a boulevard to the west. One Main Place was to be connected to Two Main Place and Three Main Place with a massive, underground complex of retail shops, pedestrian tunnels, roadways, freight tunnels and plazas. While the land was cleared for phases one and two, the project proved unsuccessful and was canceled due to lack of financing.

Visually, One Main Place rises from street level as a structural concrete grid with an exposed aggregate surface. The columns and beams of the building are regular in width, neither being subordinate to the other and making the building appear almost as a monolith with deeply-punched openings in its surfaces. Fenestration is fixed, regular and deeply recessed. The structural frame of the building flares outward at the base, tapering gradually to the 10th floor level. The fenestration maintains a regular vertical plane, leaving the lower level windows even more deeply recessed than those above. At ground level the lobby storefronts are further recessed. This arrangement provides the first level exterior with a deep protective arcade, sheltering the windows and entrances from the sun and rain.

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(continued)

The building exterior reveals something of its internal organization simply in the height of its window openings. The single-height first floor, serving as the entry level and primary space for organizing circulation, is surmounted by a double height banking lobby at the second. Above this, single-level tenant floors are regular in height up to the slightly-taller top row of windows, elevating the importance of the penthouse space. The building's upper floors up to the flat roof are windowless, obscuring the secondary mechanical and operational spaces beyond.

The building is rectangular in plan and is sited with its short sides facing east and west. The east and west facades are divided into twelve equal bays, the north and south into twenty-four. The tower itself occupies only 25% of the total site, the building being surrounded on all sides by sidewalks and plaza spaces. The western and most prominent of these plazas rests one floor below grade and originally featured a large circular fountain, later replaced with planters and more recently a pavilion. At the perimeter of the plaza, retail spaces and pedestrian tunnels extend beneath the sidewalks across the entirety of the site. One level below the plaza lies a system of vehicular circulation spaces, loading docks and secondary lease space. Historically this level included a US post office. Below this are three levels of underground parking.

The exposed aggregate structure is carried to the building interior on the lower floors. The central core of elevators, stairs and restrooms is also of concrete with a Naturbetong, exposed aggregate finish differentiating it from the concrete structure. Floors on the first level and concourses below are of terrazzo resembling polished concrete.

The first floor of One Main Place was designed to serve as a lobby and organizational space for distributing visitors from street level to the building's various functional areas. Centrally-placed elevators provide access to the buildings low, mid and high rise floors as well as underground parking. Escalators flanking the elevators to the east and west provide immediate access up to the massive second-floor banking center and down to the plaza level and retail concourses with further connections to the downtown pedestrian tunnel system. Today the lobby remains largely intact, but with the eastern and westernmost sections subdivided into tenant spaces. The easternmost escalator up to the banking center is now missing. Much of the exposed concrete structural frame and core, central to the aesthetic of the original design, is now hidden behind modern finishes.

The exposed aggregate structure and terrazzo floors continue as a theme in the first two below-grade levels where long corridors are surrounded by retail storefront at the plaza level, and by lease space at the level below. Upstairs, the aggregate concrete structure is particularly prominent at the double-height banking hall on the second floor. The original composition of the banking hall was shaped largely by its interior design features including carpeting, floor-to-ceiling draperies, granite floors and modern furnishings. Of the bank's interior composition, only the concrete structure and core, and remnants of the granite flooring remain.

Tenant floors are devoid of historic detail, having been designed specifically for each tenant and changed significantly over time. The penthouse, originally home of the Dallas Club, commands striking views of the city. It features contemporary finishes installed by Bank of America within the last 15 years.

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(continued)

A rehabilitation of the building conducted in 2015-2017 resulted in the restoration of most exterior features. The intent of the rehabilitation, conducted under the state and federal rehabilitation tax credit programs, was the conversion of the building to mixed hotel and business use. Notable exterior modifications to the building included the construction of a pavilion and planters in the west sunken-plaza and the rehabilitation of the sunken-plaza level storefronts. A new above ground planter and statuary were added between the west sunken-plaza guardrail and the building, and temporary planters placed in the arcade at the southwest corner to create a patio for the restaurant. A new porte-cochere and drive lane on the north site were added for the new hotel, and new entry marquee structures constructed on the south site to serve the general lobby. Some building and tenant signs were also added, as were compatible new entry doors to service the street-level restaurant tenant. These modifications are further documented in the photographic attachment to this document.

While some changes have been made to the original design, One Main Place retains a remarkable degree of integrity.



West facade, October 2014



Southwest oblique, October 2014



Southeast oblique, October 2014



Northeast Oblique, October 2014



Northwest oblique, October 2014

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(continued)



View of west site and plaza guardrail from the southeast, January 2017



View into the west sunken-plaza from the southwest, October 2014



View of west sunken-plaza from street level northwest showing new pavilion and planters, January 2017



View of rehabilitated west sunken-plaza storefronts, east side (top), and north side (bottom), January 2017



Detail of west sunken-plaza guardrail (top), October 2014

Stair to west sunken-plaza at northwest site (bottom), October 2014



West street-level plaza detail prior to building rehabilitation, 2014 (top), and with new planter and statuary, January 2017 (bottom). Views from the north



Detail of north facade facing southeast, October 2014

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(continued)



North site from the west showing new porte cochere and drive lane, January 2017



Detail of stair in east sunken-plaza from the southwest (top), October 2014

View into the east sunken-plaza from the north (bottom), October 2014



View of south site from the west showing new marquee structures and building identification signs (top), January 2017

New marquee structure at southeast entry (bottom), January 2017



New marquee structure at southwest entry, January 2017



View in west arcade facing north (typical), October 2014

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(continued)



Details of typical revolving door assembly (southwest entry), October 2014



Typical existing building entry (unmodified during rehabilitation) (top), January 2017
Ground level hotel entry at northwest showing added interior doors to create vestibule (bottom), January 2017



Compatible new entry added for restaurant tenant: at southwest (top) and at west (bottom), January 2017



Temporary barrier in south arcade for restaurant tenant, January 2017



Building identification sign at south arcade (bottom), January 2017



Ground-level tenant signs attached to existing vent structure on south site, January 2017

13. Historical Significance

One Main Place is the first of a three-phase superblock project proposed for downtown Dallas in the 1960s. The other two phases of the Main Place development were never constructed due to a lack of financing. Main Place was the city's first and most ambitious attempt at superblock development and, initially-conceived by the Columbia University School of Architecture, was refined into a constructible design by Skidmore, Owings and Merrill. Although the overall project was a failure, it influenced city planning in Dallas for another three decades.

Dallas in a new age of city planning

By the middle of the 20th-century, Dallas, Texas was facing a series of problems common to most cities of its day: degradation of its downtown core, congestion, suburbanization and related sprawl, and incredible pressure brought on by the popularity and abundance of the automobile. With industrialization came new ideas in town planning intended to respond to the fact that our rapidly-changing cities were gradually less livable.

In the 19th-century, industrialization and the advent of the railroad created major disruptions that began to break down these integrated cores ever more rapidly. Towns tended to spread out along rail lines, and industry brought with it greater density as land was repurposed to provide space for new industrial uses. Space for housing in the central city diminished even as the population grew. Expanding commercialization of downtown areas further broke them down, with massive buildings constructed on blocks originally intended for smaller, human-scaled structures. Homes, churches and other amenities that provided a higher quality of life were generally squeezed out in favor of industry and commerce. Typical street grids what once accommodated pedestrians and slow-moving means of transportation became overwhelmed by automobiles that were prevalent and fast. As a single-person conveyance, the automobile created issues of congestion downtown, and provided a greater ability to escape the center of the city for less dense areas.¹ Both living and working in the core of our cities became gradually more difficult and unsatisfying, and leaving it for the suburbs ever more desirable.²

The industrialization and commercialization of cities gave rise to urban planning movements which sought to create cities that were again balanced and livable with a minimum of conflict between pedestrians and automobiles. While planners behind such concepts as the English garden city movement and the new town movement sought to achieve these ideals in new communities, others looked to apply them to existing urban cores. Key to these urban plans was the idea of vertically-integrated architecture.³

In 1922, Swiss planner and architect Le Corbusier unveiled the first major concept in three-dimensional superblock planning. His, "Contemporary City" or "City of Tomorrow" sought to solve the problem of density and overcrowding by taking the concepts of garden city planning and applying them to vertical architecture. The City of Tomorrow envisioned organization through intentional separation of residential, commercial, and transportation functions that

1 Johnson-Marshall, Percy. *Rebuilding Cities*, Chicago, Aldine Pub. Co. (1966), p. 11-12

2 Gruen, Victor. *The Heart of our Cities: The Urban Crisis, Diagnosis and Cure*. Simon and Shuster: New York (1964).

3 Keating, W. Dennis, Norman Krumholz (2000). "Neighborhood Planning". *Journal of Planning Education and Research* 20 (1): p. 111-114.

would create an elegantly proportioned and calm environment.⁴

In instances where Corbusier-influenced superblock projects were successfully constructed, large areas of historic buildings were sacrificed in the name of progress. Examples of this trend can be found in the urban renewal and public housing projects in Europe and the United States. Notable US examples are the Cabrini Green housing complex in Chicago and the massive Pruitt Igoe housing complex in St. Louis. Both required the extensive clearing of historic buildings for their construction.⁵ Le Corbusier's ideas are largely credited with starting the modern movement and strongly influenced planning and architecture in the 20th-century. Notable examples are the work of planners Robert Moses in New York City and Edmund Bacon in Philadelphia.

The problems facing Dallas in the 1950s and 1960s were a clear example of the urban decay and suburbanization superblock proponents sought to reverse. Ironically, it was growth and prosperity that created these destabilizing pressures. True to international trends, in a growing Dallas, small scale commercial blocks gave way to ever larger and taller buildings and greater density. Downtown streets, choked with pedestrians and automobiles became ever more difficult and unpleasant to navigate. The city's central residential areas were in decline in favor of suburbs to the north and east. Both Dallas and Fort Worth, its sister city to the west, found themselves in need of a plan to reverse these trends.

Early Planning in Dallas

Dallas as a city developed rapidly in the late 19th-century, the growth spurred on by the arrival and expansion of the railroad. As might be expected, the Dallas boom brought with it congestion and new problems, most notably a snarl of tracks, depots and freight terminals overlaying a traditional street grid designed to accommodate pedestrians, horses and wagons.⁶

By the 20th-century, the city was eager for a plan. George Kessler, a prominent city planner and designer of his day, was commissioned by the city and presented the Kessler Plan in 1910. This plan was the first adopted by the city that stressed an idea central to the success of downtown: for the city to function effectively the problem of congestion must be addressed and the efficient flow of people and goods promoted. Kessler called on the city to eliminate the complex and inefficient web of railroad tracks and depots from downtown, eliminate at-grade railroad crossings, and establish a system of boulevards and connecting loops to ease traffic. Kessler's vision was that the city's major transportation networks would operate with as little interference with one another as possible. Only a fraction of Kessler's ideas were realized, although many such as the realignment of the Trinity River, the establishment of a boulevard system, and a city-wide parks plan were highly significant.⁷ A lesser known outcome was the construction of the city's first downtown tunnel system, part of a massive underground freight

⁴ Le Corbusier, and Eleanor Levieux. *Looking at City Planning*. New York: Grossman Publishers (1971).

⁵ King, Jason . "The Pruitt-Igoe Myth: An Urban History." *Landscape and Urbanism*, <http://landscapeandurbanism.blogspot.com/2011/07/pruitt-igoe-now.html>. Accessed 15 sept, 2014.

⁶ William H. Wilson, "Adapting to Growth: Dallas, Texas, and the Kessler Plan, 1908–1933," *Arizona and the West* 25 (Autumn 1983). P. 245-248

⁷ Kessler, George. *A City Plan for Dallas*. Dallas, Texas (1910). p. 5-8

terminal under the Gulf, Colorado and Santa Fe Warehouses.⁸

While Kessler's plan did lead to many improvements in the city, political and business rivalries prevented broad and even implementation of Kessler's ideas.⁹ Additional plans followed, each resulting in limited successes. In 1925 the Ulrickson plan achieved the realignment of the Trinity River, levee construction, and the completion of a number of viaducts connecting Dallas with Oak Cliff to the south, but the broader effort at city-wide improvements was again a failure.¹⁰ A 1943 city-wide planning study by St. Louis planning expert, Harland Bartholomew, resulted in a sweeping 12-volume plan of city improvements with the goal of implementing the proposals at the completion of the war.¹¹ However, overwhelmed by the growth, the city found itself unable to keep up, much less implement the proposals of the Bartholomew Plan, completing only piecemeal components.¹² Additional but less comprehensive studies were implemented in the 1950s with little result. Notable among these was city planning engineer, Marvin Springer's, plan for a new system of highway improvements including freeway loops around the central business district.¹³

It is worth noting that government-funded urban renewal programs implemented in the years after World War II did not have a major impact on development in Dallas. Title 1, passed in 1949 and authorizing the clearing of urban slums to make way for new development, was a tool used in many major metropolitan areas, most famously by Robert Moses in his efforts as part of city and state government to reshape the City of New York. The provisions of Title 1 proved unpopular in Dallas, a city where individual property rights were highly valued, and efforts to clear slums such as those found in West Dallas, were roundly rejected.¹⁴

The Early Underground in Dallas

A primary focus of Kessler's ideas was railroad traffic, particularly downtown. The railroad companies of early 20th-century Dallas operated independently of one another, each with its own tracks, passenger and freight terminals. This web of infrastructure was highly inefficient and choked the city's streets. Kessler proposed a consolidation and simplification of the trackage downtown, the elimination wherever possible of at-grade railroad crossings, and the construction of a single Union Terminal and rail yard on the west end of downtown.¹⁵

In 1917, Union Terminal was completed one block southwest of the courthouse square. This was the catalyst that allowed for the simplification of the track network downtown and made the city's many downtown passenger terminals obsolete, including that of the Gulf, Colorado & Santa Fe Railroad. On the site of its downtown station and on several adjoining blocks to

- 8 Kessler. P 13-16
- 9 Fairbanks. P 31-32
- 10 Fairbanks. P 51-54
- 11 Fairbanks. P. 126
- 12 Fairbanks. P. 171-174
- 13 Fairbanks. P 216.
- 14 Fairbanks. P. 219-220
- 15 Kessler, George. *A City Plan for Dallas*. p. 13-16

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the south, the Gulf, Colorado & Santa Fe constructed four large freight terminals. Each was connected to the other by a set of tunnels that further connected to the main line to the south. This was the first example in Dallas of vertically-separated infrastructure in the downtown core and allowed the daily transport of tons of freight into the central business district with no disruption to the streets and sidewalks above. When the freight terminals fell into disuse after World War II, the tunnels were abandoned, eventually being disconnected from the main line by the construction of the Dallas Convention Center.¹⁶

The further development of vertically-separated infrastructure in Dallas was largely incidental in the first half of the 20th-century. An underground tunnel was constructed under Main Street in 1913 to connect the 1912 Adolphus Hotel (NR 1983) and the 1913 Busch Building (NR 1980), but this was used largely to connect the large power plant in the hotel to its new neighbor.¹⁷ At Union Terminal itself, the massive rail yards were originally navigated by passengers via a long overhead transit-way above the tracks. With the continued expansion of the yards, this transit-way was removed in 1947 in favor of an underground tunnel system connecting the terminal to the various tracks and to other buildings nearby.¹⁸ A portion of this tunnel remains in use today, serving its original purpose of distributing passengers to trains, and now to the modern Reunion Center complex. This was the city's first use of a tunnel system to separate pedestrians from the transportation systems above them.

In 1951, the Mercantile National Bank was the first to take downtown Dallas' growing parking problem underground with the construction of the Mercantile Commerce Building (later renamed the Mercantile Continental Building). The three-story structure featured an additional five levels of parking below ground and a large set of freight docks. The parking structure was connected to the Mercantile Bank Building across the street by the city's second underground pedestrian tunnel.¹⁹ The parking structure now serves the newly-rehabilitated Continental Lofts and the tunnel remains intact, but abandoned.

While some warehouse complexes such as Sears (now Southside on Lamar) south of downtown connected buildings with overhead walkways, overhead pedestrian connections prior to 1950 were rare. A "Venetian bridge" was constructed in 1934 to connect the mezzanine levels of the Adolphus and Baker Hotels. The temporary bridge was utilized to prevent congestion along Commerce Street during the American Petroleum Institute convention and was removed soon after.²⁰

16 Santa Fe Terminal Buildings 1 & 2. National Register Listing (1997). Accessed via the web: http://atlas.thc.state.tx.us/common/view_narrative.asp?narrative=97000478.htm&title=Sante%20Fe%20Terminal%20Buildings&filepath=E:\atlas_text\lr_listed\html. 20 August 2014.

17 "Underground Tunnel Ordinance Passes." *Dallas Morning News*, page 4 (11-26-1912).

18 Dallas Union Terminal. National Register Listing (1975). Accessed via the web: http://atlas.thc.state.tx.us/viewform.asp?atlas_num=2075001966&site_name=Dallas%20Union%20Terminal&class=2002. 27 Aug 2014

19 "Underground Parking Garage in Dallas to be Ready by June." *Dallas Morning News*, p. 3 (2-13-1950).

20 32 "Hotel Bridge Work to Start; City Approves." *Dallas Morning News*, Section 2, p.1 (10-18-1934).



Victor Gruen's plan for downtown Fort Worth, 1957

Superblock planners come to north Texas

In the 1950s, visionary urban planners such as Victor Gruen and Vincent Ponte were promoting the idea of efficient multi-level cities on a scale that George Kessler might never have imagined possible. These planners drew on the ideas promoted by Le Corbusier in his vertical garden cities, but sought to overcome what was perceived as their greatest flaw, a lack of humanity and human scale.²¹ Gruen and Ponte sought create diverse and fully-

²¹ Gruen, Victor. *The Heart of our Cities*. P. 178-181

integrated superblocks in which people could work and live with great convenience and personal satisfaction. These would then be connected to similar adjoining superblocks to cover the larger urban core. Transportation within the superblock system would be provided by pedestrian tunnel systems, moving sidewalks and personal conveyances.²²

In 1956, the City of Fort Worth commissioned Victor Gruen to develop a plan for its central business district. True to the ideals of multi-level planning and superblock development, Gruen designed a plan that eliminated surface parking lots downtown to create plazas, providing instead six massive centralized parking structures served by an outer highway loop. People would be moved throughout the core with a system of dedicated above and below-ground walkways and automatic conveyances. Other forms of transportation such as trucking, rail and commuter traffic would be separated from pedestrians with their own networks. In discussing his illustrations for the newly-envisioned city, Gruen said that the traditional and uniform street grid would be, "enlivened by the introduction of plazas, the narrowing of some streets and the construction of new buildings, the covering of some streets, and by the introduction of various exhibit and selling facilities in the center of streets and plazas." The illustrations depict a downtown Fort Worth that appears as a series of interconnected shopping malls and office towers. From a historical standpoint, implementation of the Gruen plan would have been disastrous, with much of the historic downtown core we see today lost to demolition.²³

In Dallas, Gruen's work in Fort Worth did not go unnoticed. The Dallas Texas Corporation soon initiated its own plan for a Dallas superblock. The Dallas Texas Corporation was the brainchild of William W. Overton, Jr., Chairman of the Texas Bank and Trust, Co. and founding member of the Dallas Citizens Council. Overton's office overlooked the area of downtown buildings along Main and Griffin Streets, some of which he owned. While full of thriving businesses at the time, Overton saw the collection of aging buildings as an area of decline and eventual blight. In 1953 he approached another area businessman, Clint Murchison, who also owned property in the area including his offices in a small building at 1201 Main. The two men resolved to combine their property holdings on Main Street into a single entity, the Overton-Murchison Interests, and work together to purchase the remaining tracts in order to construct a major new development.²⁴

Overton and Murchison both relied heavily on the talents of their sons in managing their combined interests. Clint Murchison was joined by his sons, Clint Jr. and John, while Overton was joined by his son William W. Overton.²⁵ A 1958 article on the younger Overton described him as "a man going places." Then 30-years old, he was already a junior director of Texas Bank and Trust, president of W. W. Overton Company, president of Dallas Downtown Investment Company, director of Overton Real Estate Company, and director of Dal-Tex Aviation. Overton was in the spotlight at the time for his efforts to establish the Addison Airport. Utilizing the combined political and financial influence of the Overton-Murchison Interests he succeeded in developing the state's largest private airport at the time, and in developing the

²² Gruen, Victor. *The Heart of our Cities*

²³ Gruen, Victor. *The Heart of our Cities*. p. 219

²⁴ "Dream to Prevent Downtown Blight Now Coming True." *Dallas Morning News*; Page 7 (05-31-1964).

²⁵ "Dream to Prevent Downtown Blight Now Coming True."

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*Composite Sanborn Fire Insurance Map showing proposed site for Main Place 1921
Courtesy Dolph Briscoe Center for American History*

surrounding area for industrial use.²⁶ He played a leading role in the effort to redevelop the Murchison-Overton section of Main Street.

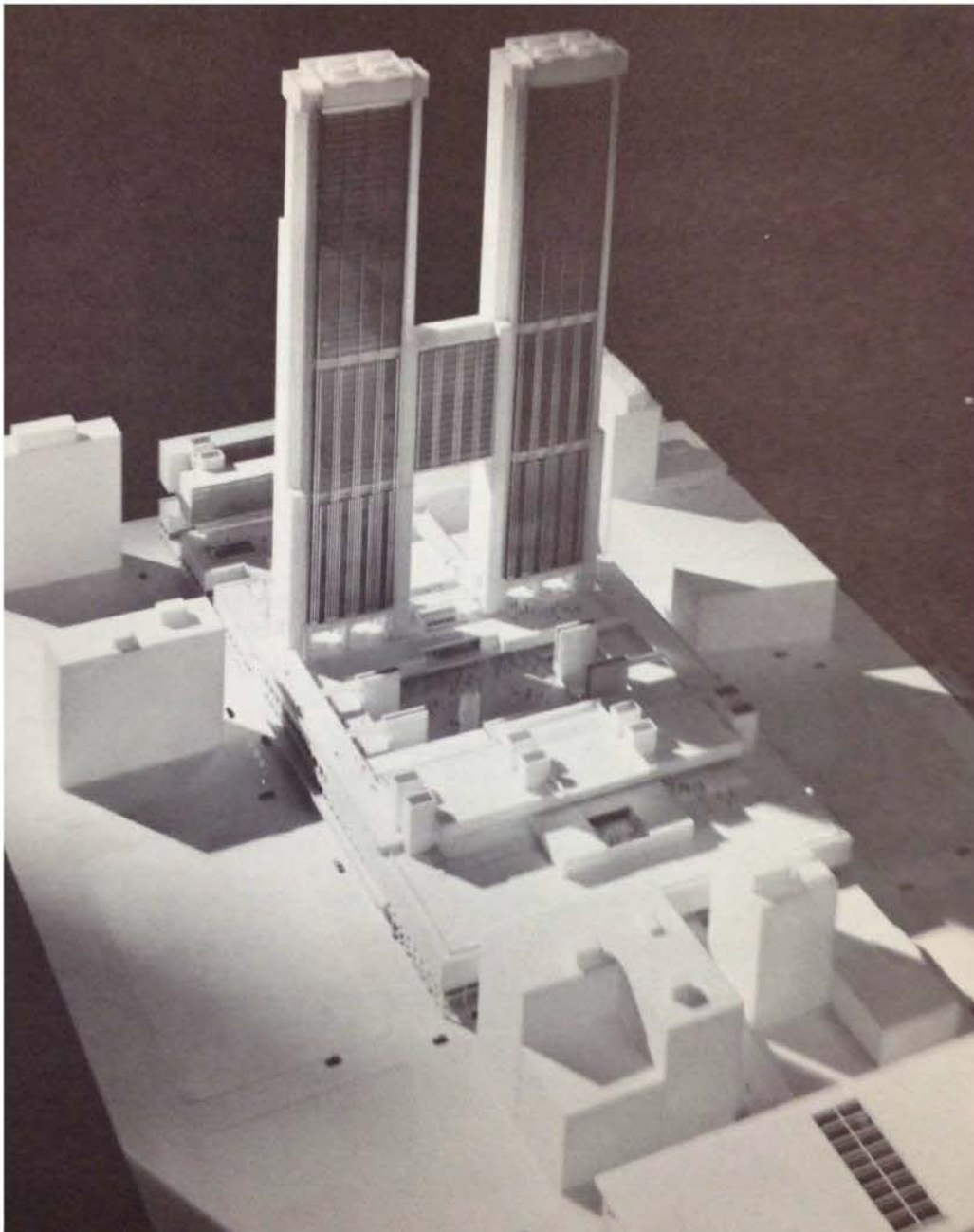
The Overtons and Murchisons created the Dallas Texas Corporation as the entity to undertake their new development and began to accumulate additional property along Main Street in the heart of downtown. The corporation also funded its own study of the Dallas central business district centered on the idea of constructing a superblock as a catalyst project for the redevelopment of the downtown core.²⁷ The plan was presented in 1961.

Conceived by the Columbia University School of Architecture Master's Program, the ideas in the 1961 Columbia plan for Dallas closely paralleled those of Corbusier, Ponte, and Gruen and it was described in the press as Dallas' "City of Tomorrow."²⁸ According to the plan, successful development projects at the hearts of our cities would include multiple functions including corporate, government, financial, retail, housing and cultural.

²⁶ "A Man Going Places: William W. Murchison" *Dallas Magazine*: page 58 (November 1958).

²⁷ "Dream to Prevent Downtown Blight Now Coming True."

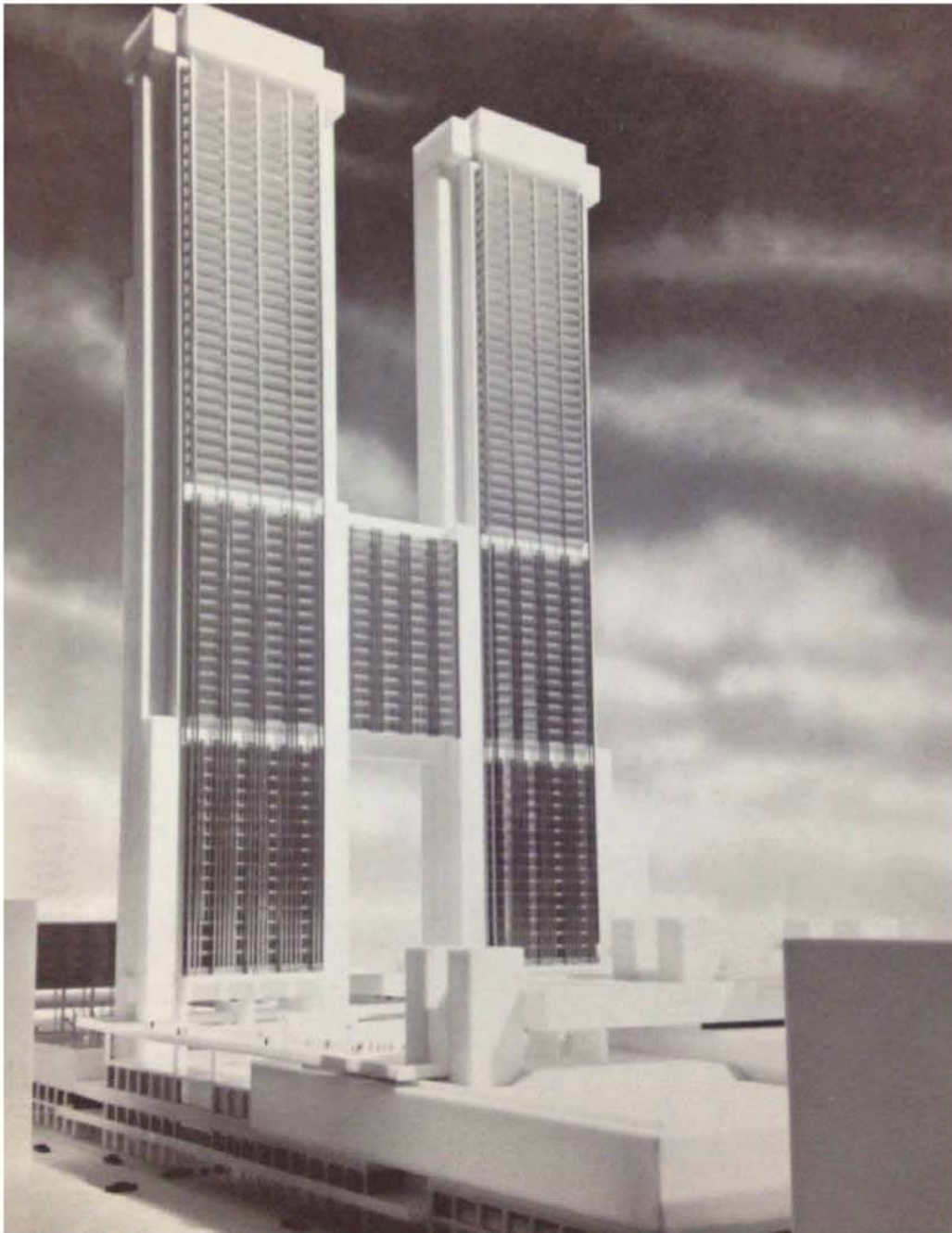
²⁸ "Group Formed in 1959 to Revitalize Area" *Dallas Morning News*: page 18 (04-29-1962).



The Columbia University plan for Main Place (Architectural Record, May 1962)

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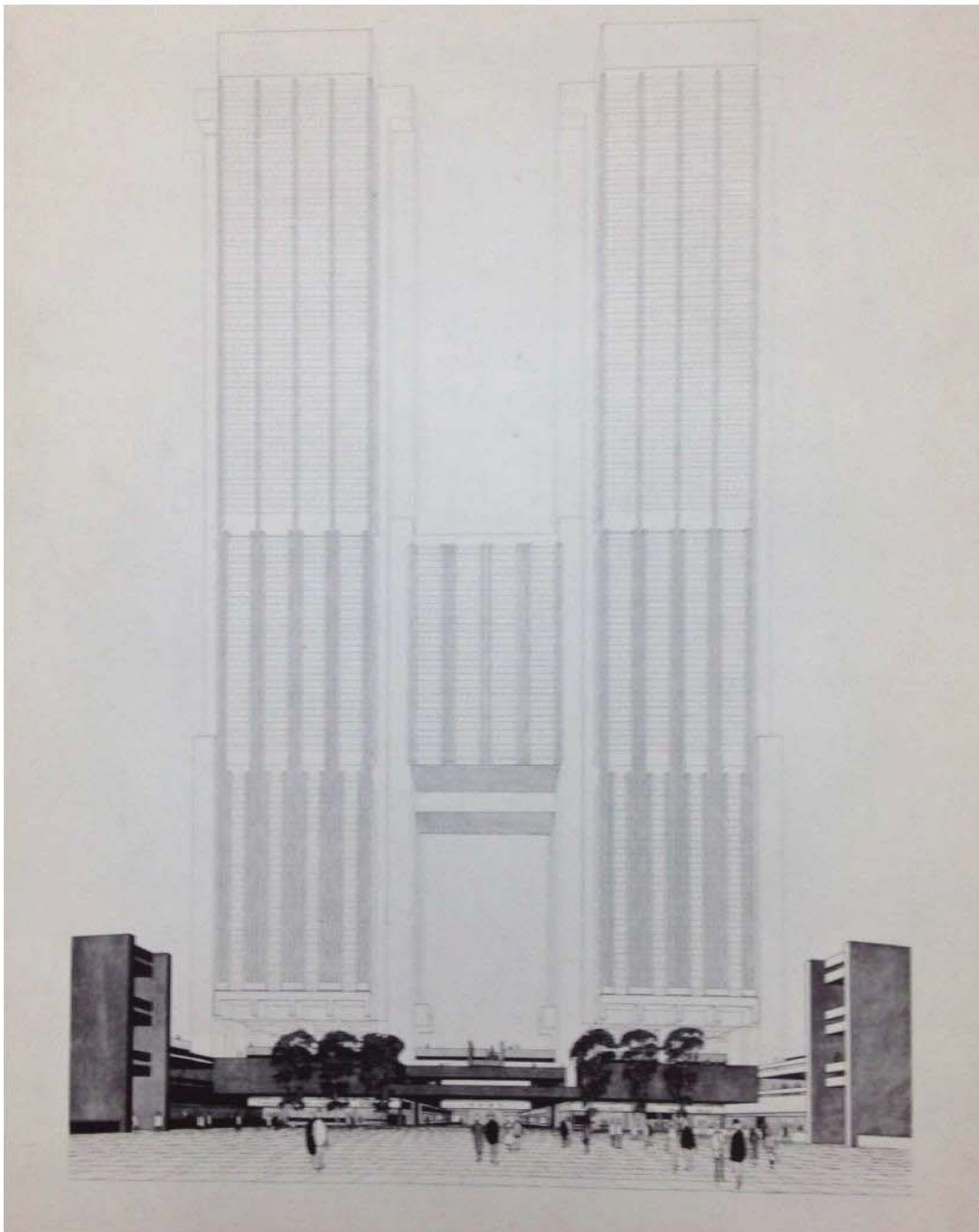
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The Columbia University plan for Main Place (Architectural Record, May 1962)

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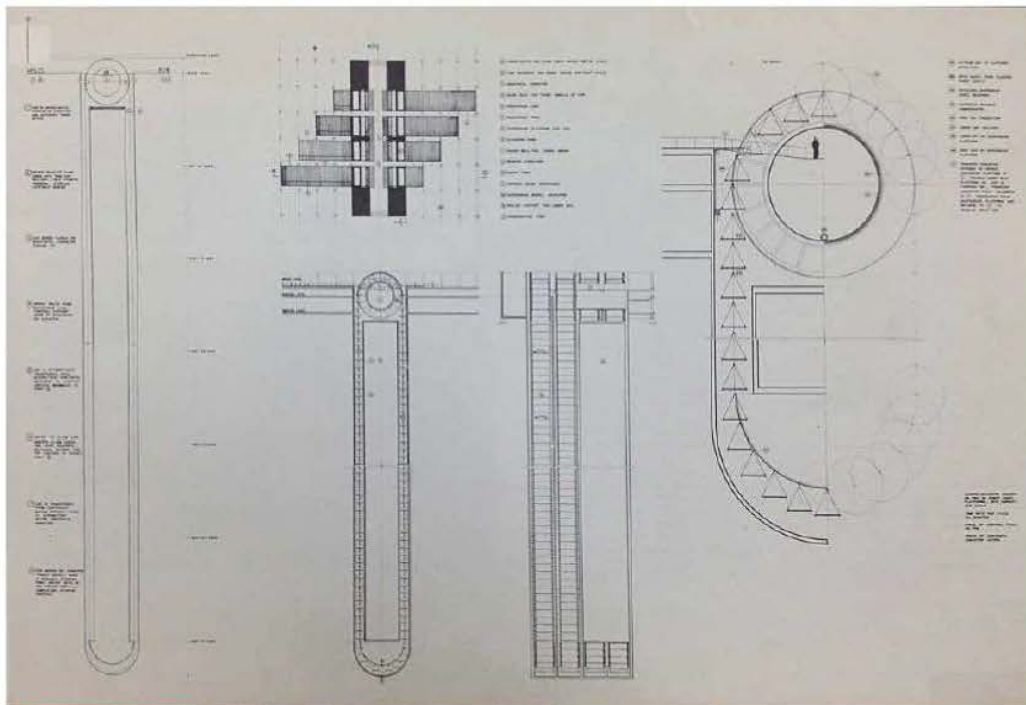
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*The Columbia University plan for Main Place: View on Main Street facing west
(Architectural Record, May 1962)*

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*The Columbia University plan for Main Place: Diagram of mechanized parking pits
(Architectural Record, May 1962)*

These functions would be grouped into related and overlapping clusters to provide continuity without congestion across the entire central core.²⁹

In addition to providing facilities for various interrelated functions, the study also found the connections of these facilities to one another to be of critical importance. Specifically, the study called for transportation systems to be layered horizontally and vertically with a minimum of conflict and interference with one another. The plan stated that vertical transportation should be accommodated on three levels. The uppermost level, open to the sky, was strictly for the use of pedestrians who must be able to move from place to place without the interference of other types of transportation. This level would also include low-speed automatic conveyors. The level below was designed for higher speed conveyance including cars, taxis, and local city buses. The lowest level was for the use of trucks and long-range commuter vehicles. The plan called for the accommodation of these transportation systems and nodes of activity above ground by bridging the street grid.³⁰

Visually, the plan was striking. Covering 36 blocks, the proposal would have enveloped the street grid between Austin Street on the west and Akard on the east, Pacific to the north and Jackson to the south. The superblock plan included below-grade service and parking

²⁹ *Main Place, Dallas, Texas.* Columbia University. p. 8-9.

³⁰ *Main Place, Dallas, Texas.* Columbia University. Fold-out section & p. 28-29

levels. At grade, the street grid was to provide distribution of cars and transit across the entire superblock. Other above-ground levels were reserved for pedestrians. Parking for the massive complex was to include both flat parking and parking pits. The pits were to consist of continuously-operating mechanical conveyors carrying cars hundreds of feet below ground. A 30-minute full-cycle would have required careful planning by patrons of the system wanting to retrieve their vehicles. The centerpiece of the superblock was a pair of massive twin towers bridging Main Street.

According to the Columbia Plan, Main Place was to be implemented in three phases. The first phase was to cover the almost 10-acres already owned by the Dallas Texas Corporation. The second phase would include the 36-block area as conceived in the plan and illustrated in its pages. Finally, the third phase would cover a full 63 blocks. A diagram of the complete superblock showed that it would stretch from Ross Avenue to the north, Akard Street to the east, Young street to the South, and Houston Street to the west.³¹ Such a plan, if implemented, would have erased the western portion of downtown, and with it the entire Dallas County Government Center, the Adolphus Hotel, and Republic National Bank Buildings, among many others.

Main Place and SOM

While the lofty aspirations of the Columbia plan might have seemed out of reach to the Dallas, Texas Company, it is clear that many of the major ideas for the superblock were embraced and that the company believed it could, in fact, complete some version of the massive project. Representatives of the company and of the city of Dallas traveled to a number of major North American cities to examine various approaches being undertaken elsewhere. Most significantly, an 85-person delegation made up largely of members of the Dallas Central Business District Association visited both Constitution Plaza in Hartford, Connecticut, and Place Ville Marie in Montreal, Canada. Constitution Plaza, constructed on the site of one of Hartford's oldest neighborhoods, was under construction and designed as a series of interconnected buildings bridging the street grid. Place Ville Marie, on the other hand, pushed the lower levels of the superblock below ground, leaving much of the street grid intact.³² It is clear that the approach taken in Montreal impressed the delegation. The Dallas Texas Company immediately appointed David Owen, vice president of Webb & Knapp Canada and director of development of Place Ville Marie, to its staff and board of directors. Owen would be head of construction and leasing responsibilities at Main Place,³³ Dallas' appreciation of the Montreal scheme would be further exemplified by the hiring of Ville Place Marie planner Vincent Ponte in 1968.

In May of 1964 a plan for phase one covering the initial 10 acres and developed by SOM with Gordon Bunshaft as lead designer was revealed in the Dallas Morning News.³⁴ Gone from the plan were Columbia's visions for a vast island of infrastructure bridging the downtown street grid, mechanical pedestrian conveyors, and complex automated parking systems.

31 "Group Formed in 1959 to Revitalize Area"

32 "85 Leaders Visit Montreal, Hartford" Dallas Morning News; page 5 (05-22-1962).

33 "Dallas Corp. Appointees Announced." Dallas Morning News; page 1 (12-16-1962).

34 "Huge Project Planned in Downtown Dallas." Dallas Morning News, page 1 (05-31-1964).



View of Main Place plan from marketing brochure, 1965

Courtesy Dallas Public Library Dallas and Texas History Center

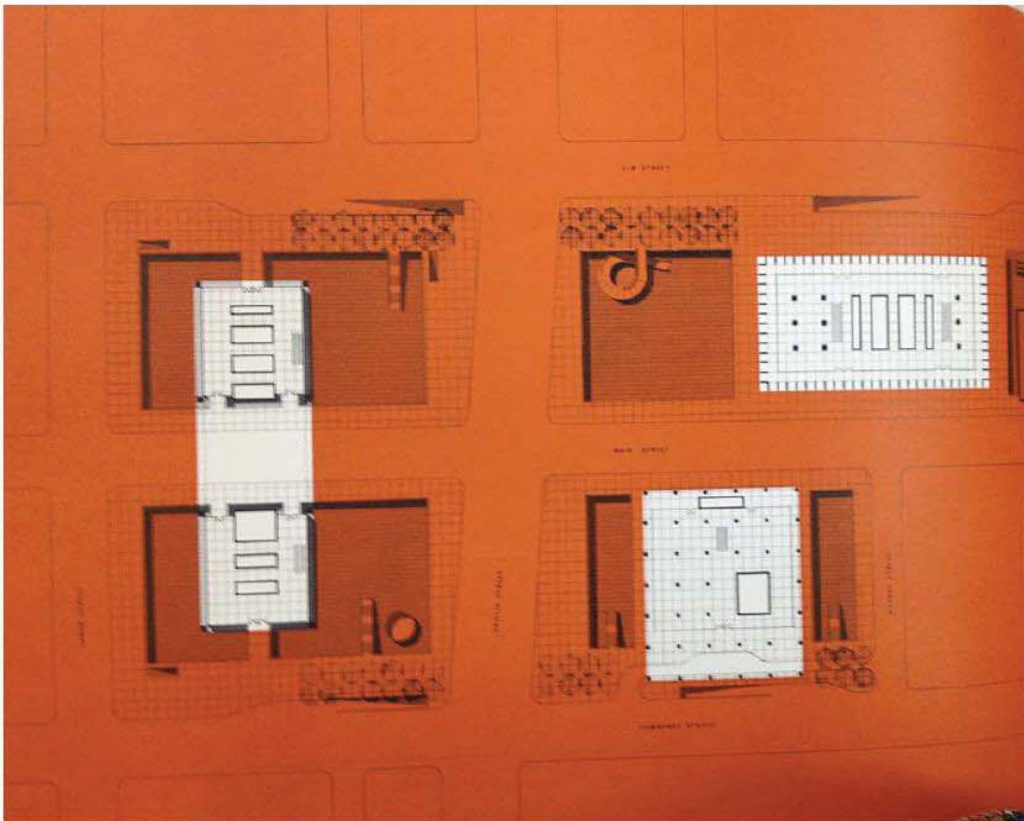
What remained were the plan's more fundamental concepts. The above-ground hierarchy of layers for pedestrian, auto and freight traffic was pushed below ground. Automobile and bus circulation would remain at street level. Primary pedestrian circulation, including a network of tunnels connecting major downtown buildings, was placed on the first level below ground, thus eliminating pedestrian and automobile conflict at street level. This level also included plazas, retail amenities and other conveniences.³⁵

Architecturally, phase one of the superblock plan was broken down into three sub-phases. One Main Place was to be 33 above-ground stories with 1,000,000 square feet of office space. Two Main Place, spanning Main Street much as the central architectural piece of the Columbia plan had envisioned, was to be 50 stories with 1,400,000 square feet of office space. Finally, Three Main Place was to include a 300,000 square foot department store with a 400 room hotel above. Below grade and surrounding the sunken-plazas and courtyards was to be 225,000 square feet of retail and recreational amenities, a drive-through bank and 3,000 parking spaces. Freight docks were also placed at this level in anticipation of a future downtown freight tunnel system dedicated completely to truck traffic. Missing was any attempt at providing a

³⁵ *Main Place*. (Marketing Publication) Dallas Texas Corporation (May 1964).

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View of Main Place plan from marketing brochure, 1965
 Courtesy Dallas Public Library Dallas and Texas History Center

residential component or the amenities necessary for residential living.³⁶

According to the developer, the Main Place Concept was designed to:

- Function as a single unit so that pedestrians may have continuous access over the entire ten acres.
- Maximize the site's incomparable access from all parts of the metropolitan area to the massive underground parking garage.
- Ease the flow of traffic into and out of the project by separating conflicting movements.
- Relate complimentary uses to produce a dynamic union of various activities.
- Create on this vast land area carefully organized open areas which blend with each other and the building masses surrounding them to develop a true urban scale.³⁷

³⁶ Main Place. Dallas Texas Corporation.

³⁷ Main Place. Dallas Texas Corporation.



*View of Main Place Plan from marketing brochure, 1965
Courtesy Dallas Public Library Dallas and Texas History Center*

It is not clear how the Texas Corporation came to select SOM and Gordon Bunshaft as their architectural designer. The firm and Bunshaft had gained national notoriety for the design of Lever House and the Union Carbide Building in New York, among others. They also made local news for their designs for the Medical Center and Great Southern Life Buildings in Houston, and the First National Bank Building in downtown Fort Worth. Certainly SOM was the go-to firm at the time for corporate branding through architectural design, making them an obvious choice as architect. It is worth noting that in attributing any of SOM's buildings to a particular lead designer, we are not being entirely faithful to the principles of the firm or to Gordon Bunshaft. SOM is known for fostering a climate of collaboration and for a reluctance to place credit for a design in the hands of any single team member. This is a climate in which Bunshaft preferred to work and in which he thrived.³⁸

³⁸ Martin, Reinhold. "The Bunshaft Tapes: A Preliminary Report." *Journal of Architectural Education* (Nov 2000) p. 80-87.



*Rendering of One Main Place from marketing brochure, 1965: View from northwest
Courtesy Dallas Public Library Dallas and Texas History Center*

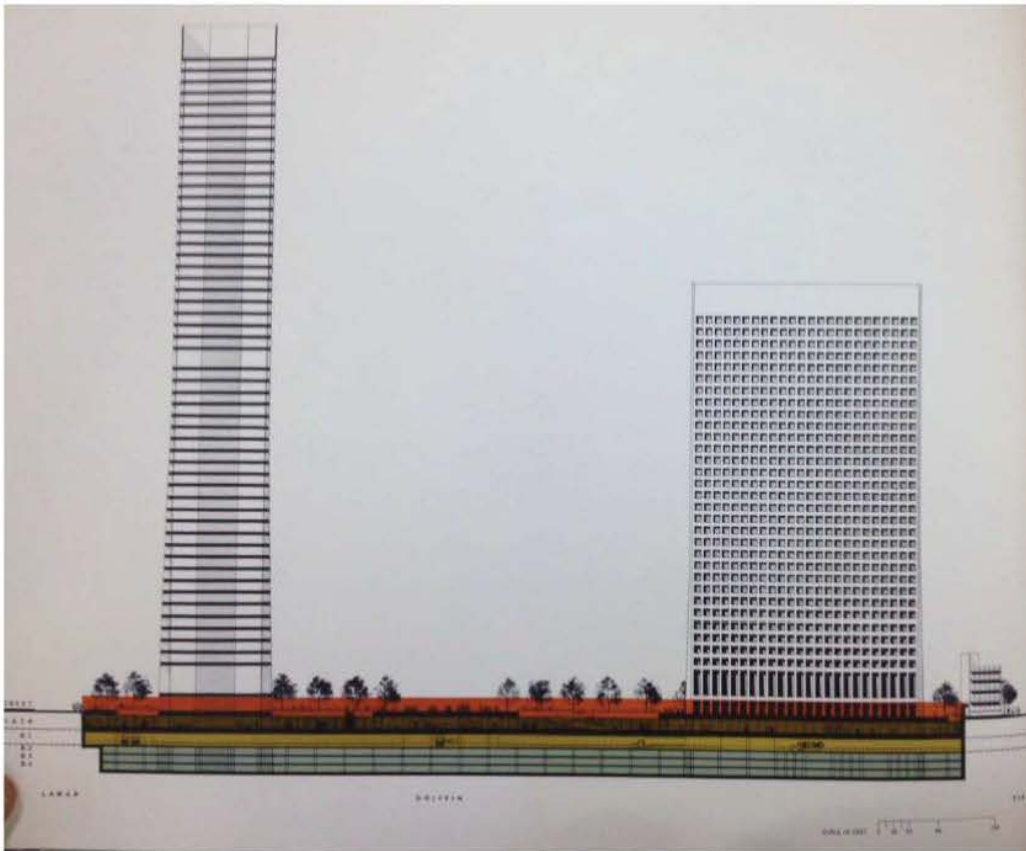


*Rendering of One Main Place west plaza from marketing brochure, 1965: View from southwest
Courtesy Dallas Public Library Dallas and Texas History Center*

The ideas driving the architectural design details of Main Place are not well documented in the architectural record. In fact, outside of Dallas, One Main Place was not heralded as an important example of SOM's work, perhaps because the entire vision for the superblock was never fully realized. In interviews concerning his career, Gordon Bunshaft insisted that his designs were based on a collaborative process between himself, his colleagues and his clients. He said his clients were central to creating a composition that reflected the ideals of their corporate culture. He also stressed that the designs were in part evolutionary, capitalizing on the successes of past efforts, and casting aside those design ideas he found to be problematic. Building forms were also shaped significantly by functional needs and environmental limitations.³⁹

While many of Bunshaft's designs in the northeast featured elegant and lightweight skins of glass and aluminum, his compositions for buildings in the south were typically given heavier and more robust facades of stone and concrete, deeply recessed windows, and even walls devoid of windows altogether. This was apparently in response to the climate, where

³⁹ Martin. "The Bunshaft Tapes." p. 80-87.



Section through Main Place underground from marketing brochure, 1965: View facing north
 Courtesy Dallas Public Library Dallas and Texas History Center

heavier massing and protection from the summer sun were critical to efficient building function. This seems a logical characteristic of the architectural designs at Main Place.

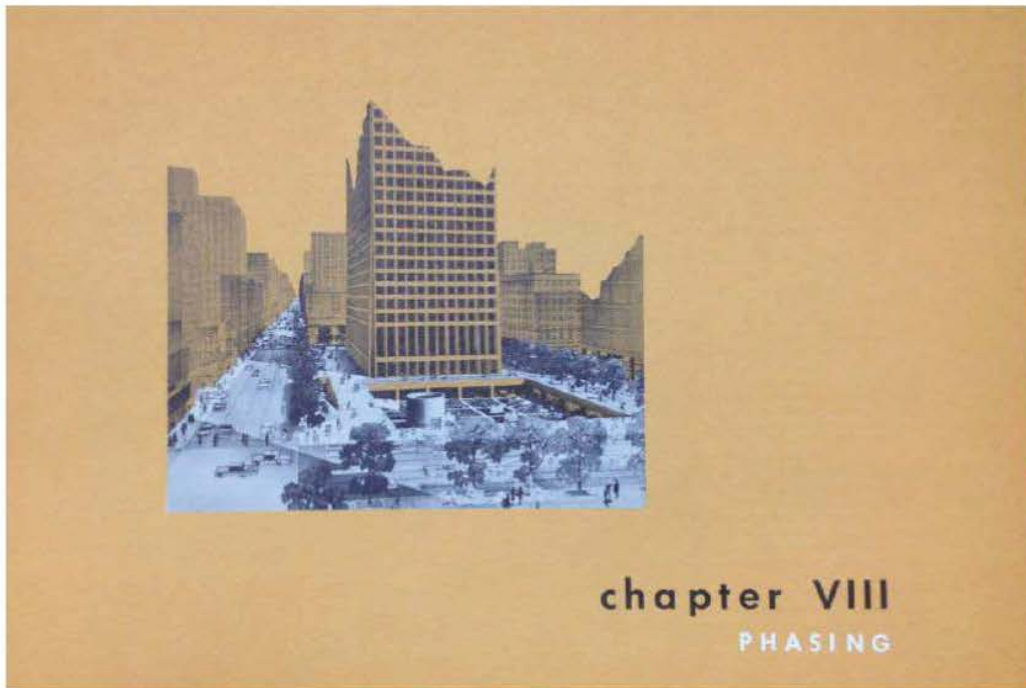
One Main Place, the first and only building constructed in the Main Place superblock, provides room for comparison with other SOM buildings designed under Bunshaft's influence. With Lever House, Bunshaft set a precedent by placing a central tower, occupying only a quarter of the site, atop a broader base of several stories housing parking, retail, service and other functions. At first glance, One Main Place abandons this idea, eliminating the larger base altogether. However, in studying the building in section, the similarities of the designs becomes clear, with the base section simply pushed below the street level. This approach addressed the problem of providing uninterrupted connectivity across the entire site with the added benefit of protection from the intense summer heat.⁴⁰

⁴⁰ Main Place. Dallas Texas Corporation.

The public-sector plan for Dallas

In the shadow of Victor Gruen's multi-layered plan for Fort Worth, the privately-funded Columbia plan, and with SOM's concept for Main Place under development, the City of Dallas found itself playing catch up and commissioned its own plan for the city focusing largely on traffic and transportation. Conducted by DeLeuw, Cather and Company of Chicago and released in July, 1965, the plan was yet another comprehensive example of a multi-layered city plan and included many of the general concepts for the city core presented in the Columbia Plan while leaving out the massive 36-block superblock. The DeLeuw, Cather document included detailed studies of traffic and growth patterns downtown and made specific recommendations for future development including freeways, new street alignments, centralized parking structures and transportation terminals, layered Transportation Networks including freight tunnels, and pedestrian conveyances.⁴¹

The 1965 plan for downtown made direct references to the Main Place development which was not yet under construction. Maps, diagrams and even artwork in the plan clearly identified Main Place as a central part of the overall proposal. Although the public plan coordinated closely with the ideas of the Dallas, Texas Corporation for the Main Place development, it failed to effectively address how the massive new infrastructure proposed for downtown might be

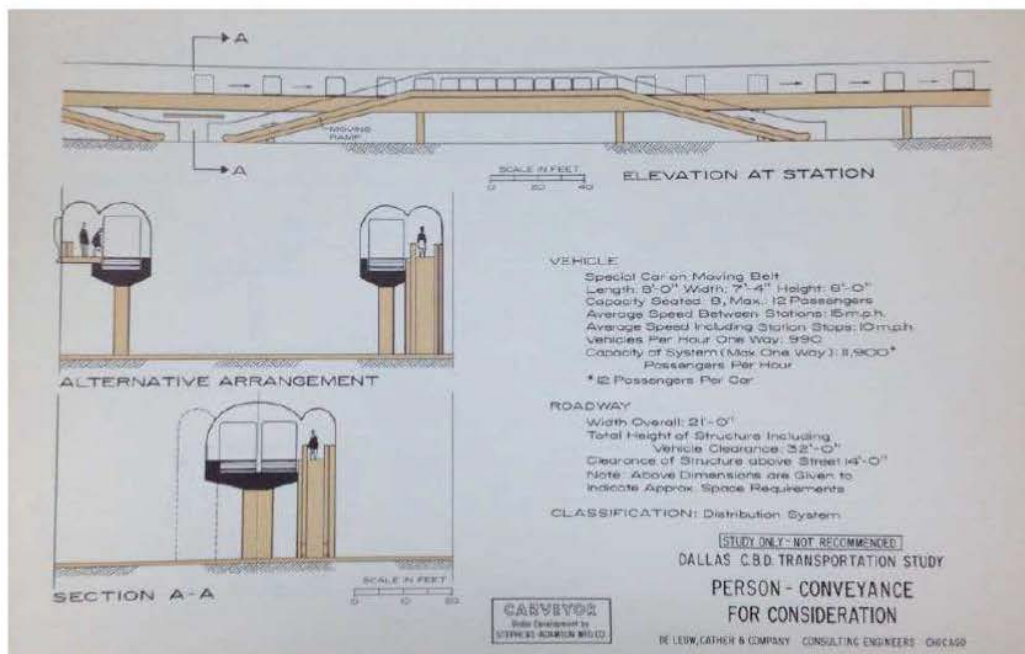


Chapter art depicting One Main Place from the DeLeuw and Cather plan for Dallas, 1965

⁴¹ DeLeuw, Cather and Company Consulting Engineers. *Long Range Transportation Plan for the Central Business District, Dallas, Texas* (July 1965).

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Concept drawings from the DeLeuw and Cather plan for Dallas, 1965: Main Street freight tunnel (top), and "Carveyor" personal conveyance (bottom)

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constructed. The expressway loop around downtown was completed, though the parking and transportation terminals it was to feed were not. The downtown street grid was modified as suggested by the planners and the Griffin Street connector completed through the heart of the proposed Main Place development.

Also in 1965, the first segment of an underground pedestrian network was constructed. It was an 800-foot long collection of tunnels connecting the Davis, Metropolitan Federal Savings, and First National Bank Buildings. The meandering tunnel included several shops.

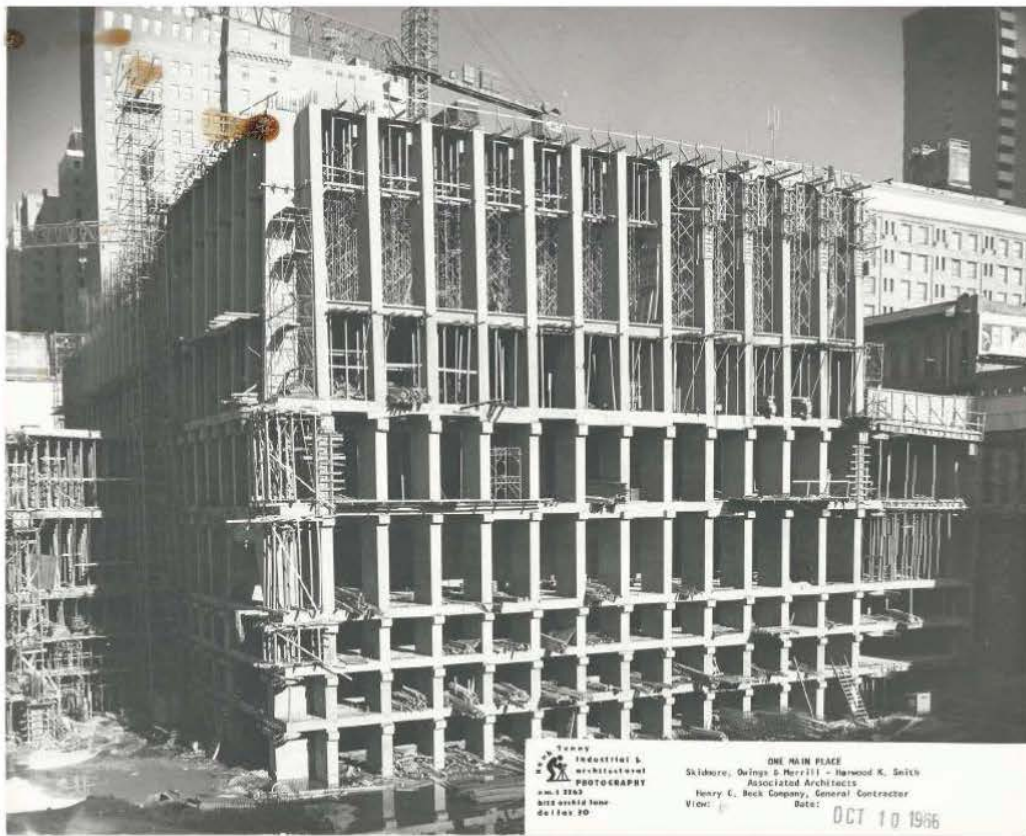
One Main Place construction

By 1965, the 3 acre site for One Main Place was fully cleared and the massive excavation of the site underway, an effort claimed by the Dallas Times Herald to be the largest excavation



*One Main Place under construction. View from the southwest, 1966
Courtesy KFK Group.*

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One Main Place under construction. View from the northwest, 1966

Courtesy KFK Group.

project for a single building in history.⁴² Notable aspects of the construction included the building's foundation. The 225,000 ton tower was considered too heavy to be supported on individual piers. Structural engineers instead dug a deep foundation, through the Austin Chalk that typically supported Dallas buildings, and down to the Eagle Ford Shale below. There was placed a massive reinforced concrete mat foundation, the city's first, 8-feet thick and weighing over 2,000 tons.⁴³

The building's exposed structure and core included two distinct methodologies for producing exposed aggregate finishes. At the cores, the Naturbetong process, developed in Norway by Erling Vicksjo, involved placing one-inch aggregate into the building forms and pumping cement through injection ports at the base until it flowed out the top. Once cured, the surfaces

⁴² "Main Place Excavation Bared Eons of History." *Dallas Times Herald*. One Main Place Special Section, page 3 (12-01-1968)

⁴³ "How to Support Skyscraper?" *Dallas Morning News*, page 26 (11-28-1965).

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One Main Place under construction. View from the southwest, 1967

Courtesy KFK Group.

were sandblasted to fully expose the aggregate.⁴⁴ At the structural columns, the Arbeton Process was utilized. The Arbeton Process was developed and patented by James Shilstone at the request of SOM and was first utilized in the design of the Great Southern Life Insurance Building in Houston. The process is similar to standard reinforced concrete construction, but includes the addition of a cage of wire mesh placed three inches from the interior surfaces of the forms. Decorative aggregate is placed between the mesh and form. A specially-formulated cement is then placed at the center of the column and with the use of vibration made to flow into the voids of the decorative stones.⁴⁵

Technologically, the building was among the most advanced of its day. The building was the first in Dallas to be fully electric in its operations and, if the entire Main Place complex had

⁴⁴ "From Norway... Exposed Aggregate Concrete Murals by Sandblasting." The Aberdeen Group (1968).

⁴⁵ Shilstone, James M. "Architectural Concrete: A Close-Up Look." *American Institute of Architects Journal* 44.5 (1965): 58. ProQuest. Web. 28 Apr. 2014.

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been completed, would have been the largest of its type in the world.⁴⁶

The mechanical systems featured advanced computer controls programmed to adapt over time to provide the most efficient operation possible.⁴⁷ The building also included the nation's first Vertically Improved Mail (VIM) system. With a fully operational postal substation in the second concourse level, mail was sorted continuously and distributed throughout the building via a series of computer-controlled conveyors.⁴⁸

Upon its completion in 1968, the building was already 75% leased. One Main Place was immediately sold to Equitable Life Insurance Company of the United States for \$40.5-million plus 50% of net income through 1984.⁴⁹ The Dallas, Texas Corporation would continue on in its efforts to complete phases 2 and 3 of the Main Place superblock development.

The Ponte-Travers plan

In 1969, with One Main Place fully complete and the future of the development hanging in the balance, the City of Dallas completed a revised study for downtown. Compiled by Vincent Ponte, the visionary behind Montreal's massive underground network, and traffic planner, Warren Travers, the plan revised and expanded upon DeLeuw and Cather's 1965 effort. The team was also hired to provide an update to the plan. Completed in 1986, the document was evolutionary, stressing the same concepts as the 1969 plan but in the context of 20-years of additional development.

The Ponte-Travers plans shared many of the basic concepts of the DeLeuw-Cather Plan and even that of George Kessler. Like their predecessors, they stressed the need to improve efficiency in the core by carefully controlling various modes of transportation to reduce conflicts and related congestion. However, their plans were a more pragmatic analysis than those put forth in the DeLeuw-Cather Plan, and in Victor Gruen's plan for Fort Worth. His plan focused less on futuristic ideas such as a street grid enveloped by new construction and made nearly obsolete by car-veyors and moving sidewalks. The plan focused more on improving the efficiency of the existing street grid and the use of traditional means of transit downtown like busses to distribute people. Also central to the Ponte-Travers plans for Dallas was the incremental establishment of a layered transportation network and an extensive pedestrian network that was to be placed primarily underground with strategically-placed overhead connections. The influence of this plan is evident in the existing Dallas pedestrian tunnel system, the Dallas Municipal Complex and Thanksgiving Square.

Main Place development comes to an end

With Ponte's plan released in 1969 and with One Main Place completed, the newspapers continued to describe the Main Place superblock as an important ongoing development. Downtown's first superblock was still seen as the catalyst project for a new area of

⁴⁶ GE Executive Praises Main Place Innovations." *Dallas Morning News*, Section H, p. 16 (12-01-1968).

⁴⁷ "Electronic Weatherman is World's First." *Dallas Morning News*, Section H, p. 3 (12-01-1968).

⁴⁸ "VIM System Built In." *Dallas Morning News*, Section H, p. 2 (12-01-1968).

⁴⁹ "Equitable Buying One Main Place." *Dallas Morning News*, page 8 (12-07-1968).

13. Historical Significance



*The west plaza, 1976
Courtesy KFK Group*

revitalization in the city. Then in early February, 1970, William T. Overton was found dead in his north Dallas apartment, the apparent victim of a murder suicide at the hands of his estranged wife, Dorothy.⁵⁰

It is unclear whether the death of the younger Overton directly impacted ongoing negotiations to fund phase 2 of Main Place. However, with all of the drama, planning and exposure the project received over more than 15 years, the announcement of its demise was remarkably subdued. In April, 1970, after months of negotiations with various investors, a short article in the Dallas Morning News indicated that funding for the project had fallen through.⁵¹ W. T. Overton, Jr. retired soon thereafter. Today, the northern portion of the site for Two Main Place contains Bank of America Plaza, Dallas' tallest skyscraper. The southern portion is a surface parking lot. The site of Three Main Place is Belo Gardens Park.

⁵⁰ "W. T. Overton, Wife Found Shot to Death." *Dallas Morning News*; page 1 (02-05-1970)

⁵¹ "Funds Hangup Endangering 2 Main Place." *Dallas Morning News*; page 1 (04-11-1970)

13. Historical Significance

Gordon Bunshaft

Gordon Bunshaft (1909-1990), was born in Buffalo, New York, the son of David, an egg merchant, and Yetta Bunshaft. After attending public schools in Buffalo, Bunshaft earned bachelors and masters degrees (1933, 1935) from the Massachusetts Institute of Technology. After a year's work for Harold Field Kellogg, he won a traveling scholarship, which allowed him to study architecture in western and southern Europe.⁵²

Soon after his return from Europe, Bunshaft moved to New York City and by the end of 1937 was employed by Skidmore and Owings. The company took on a third partner shortly after his arrival and became Skidmore, Owings and Merrill. Except for several years in the army corps of engineers (1942-1946) he remained at SOM for the entirety of his career, becoming an associate in 1946 and a full partner in 1949.⁵³

With a broadly-talented team of architects and designers, including Bunshaft, SOM grew to become the nation's largest architectural firm. In 1984, Bunshaft was awarded The Gold Medal by the American Academy and Institute of Arts and Letters, an institution to which he would later be elected. In 1988 he received the Pritzker Architecture Prize in recognition of his work, most notably Lever House in Midtown Manhattan (1952).⁵⁴

SOM's first major Texas commission drew dramatically from the Lever House design. Houston's Medical Towers Building (1957) included similar massing and aesthetic details. Later Bunshaft works in the south were clearly designed to respond to climatic conditions, with heavy, shaded outer skins.⁵⁵ A dramatic example was Houston's First City National Bank Building (1961) which features a marble clad structural frame and a window wall set back a full five feet to provide shading to protect interiors from the sun.⁵⁶ Fort Worth's First National Bank Building (1962) was designed using similar details. One Main Place (1968) uses similar shading techniques with its deeply-set windows and heavy concrete structural frame. Notable SOM projects from the period also include the Tenneco Building (1963) and One Shell Plaza (1971), both in Houston.

⁵² Krinsky, Carol Herselle. "Bunshaft, Gordon"; <http://www.anb.org/articles/17/17-01121.html>; American National Biography Online Feb. 2000. Access Date: Thu Oct 2 2014 10:15:35 GMT-0500 (Central Standard Time)

⁵³ Krinsky, Carol Herselle. "Bunshaft, Gordon"

⁵⁴ Krinsky, Carol Herselle. "Bunshaft, Gordon"

⁵⁵ Alter, Kevin. "SOM in Houston." *Cite: the architecture and design review of Houston*.40 (1997)

⁵⁶ "First City National Bank, Houston, Texas." *Bauen und Wohnen* 16 (1962): 22-7. ProQuest. Web. 28 Apr. 2014.

17. Designation Criteria

X **History, heritage and culture:**
Represents the historical development, ethnic heritage or cultural characteristics of the city, state, or country.

Historic event: Location of or association with the site of a significant historic event.

Significant persons: Identification with a person or persons who significantly contributed to the culture and development of the city, state, or country.

X **Architecture:** Embodiment of distinguishing characteristics of an architectural style, landscape design, method of construction, exceptional craftsmanship, architectural innovation, or contains details which represent folk or ethnic art.

X **Architect or master builder:**
Represents the work of an architect, designer or master builder whose individual work has influenced the development of the city, state or country.

Historic context: Relationship to other

distinctive buildings, sites, or areas which are eligible for preservation based on historic, cultural, or architectural characteristics.

X **Unique visual feature:** Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the city that is a source of pride or cultural significance.

Archeological: Archeological or paleontological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest.

X **National and state recognition:**
Eligible of or designated as a National Historic Landmark, Recorded Texas Historic Landmark, State Archeological Landmark, American Civil Engineering Landmark, or eligible for inclusion in the National Register of Historic Places.

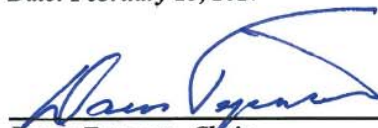
X **Historic education:** Represents as era of architectural, social, or economic history that allows an understanding of how the place or area was used by past generations.

<i>Recommendation</i>

The Designation Committee requests the Landmark Commission to deem this nominated landmark meritorious of designation as outlined in Chapter 51 and Chapter 51A, Dallas Development Code.

Further, the Designation Committee endorses the Preservation Criteria, policy recommendations and landmark boundary as presented by the Sustainable Development and Construction Department.

Date: February 15, 2017



*Daron Tapscott - Chair
Designation Committee*



*Liz Casso
Historic Preservation Planner*

6-28-17

ORDINANCE NO. _____

An ordinance changing the zoning classification on the following property:

BEING part of City Block 61, part of block 69, and part of Murphy Street (now abandoned) located at the northeast corner of Main Street and Griffin Street; fronting approximately 489 feet on the north line of Main Street; and containing approximately 2.43 acres;

by establishing Historic Overlay District No. 150 (One Main Place); providing procedures, regulations, and preservation criteria for structures and property in the district; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding the rezoning of the Property described in this ordinance; and

WHEREAS, the city council finds that the Property is an area of historical, cultural, and architectural importance and significance to the citizens of the city; and

WHEREAS, the city council finds that it is in the public interest to establish this historic overlay district; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the zoning classification is changed by establishing Historic Overlay District No. 150 on the property described in Exhibit A ("the Property"), which is attached to and made a part of this ordinance.

SECTION 2. That the establishment of this historic overlay district shall not affect the existing underlying zoning classification of the Property, which shall remain subject to the regulations of the underlying zoning district. If there is a conflict, the regulations in this ordinance control over the regulations of the underlying zoning district.

SECTION 3. That a person shall not alter the Property, or any portion of the exterior of a structure on the Property, or place, construct, maintain, expand, demolish, or remove any structure on the Property without first obtaining a certificate of appropriateness or certificate for demolition or removal in accordance with the Dallas Development Code, as amended, and this ordinance. All alterations to the Property must comply with the preservation criteria attached to and made a part of this ordinance as Exhibit B.

SECTION 4. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with this ordinance, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 5. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000. In addition to punishment by fine, the City may, in accordance with state law, provide civil penalties for a violation of this ordinance, and institute any appropriate action or proceedings to prevent, restrain, correct, or abate the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, demolition, or removal of a building, structure, or land on the Property.

SECTION 6. That the zoning ordinances of the City of Dallas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 8. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

Passed _____

GIS_Approved

**EXHIBIT A
LEGAL DESCRIPTION**

Being all those certain lots, tracts or parcels of land with the buildings and improvement now or hereafter thereon, lying and being situated in the City and County of Dallas, State of Texas, and being a part of city block 61, a part of city block 69, and a part of Murphy Street (now abandoned), described as follows, to-wit;

Beginning at a found brass marker at the intersection of the south line of Elm Street (80 feet wide), with the west line of Field Street (50 feet wide);

Thence in a southerly direction along the west line of Field Street south 14 degrees 00 minutes 52 seconds east, a distance of 100.00 feet to a found nail in building corner;

Thence angle right 90 degrees 00 minutes 52 seconds in a westerly direction, south 76 degrees 00 minutes 00 seconds east, a distance of 50.00 feet to a building corner for corner;

Thence angle left 90 degrees 00 minutes 52 seconds in a southerly direction, south 14 degrees 00 minutes 52 seconds east, a distance of 100.00 feet to a building corner in the north line of Main Street (79.5 feet wide);

Thence angle right 90 degrees 00 minutes 52 seconds in a westerly direction, south 76 degrees 00 minutes 00 seconds west, along the north line of Main Street, a distance of 489.50 feet to a point for corner in the east line of Griffin Street (100 feet wide);

Thence angle right 89 degrees 59 minutes 08 seconds in a northerly direction, north 14 degrees 00 minutes 52 seconds west, along the east line of Griffin Street, a distance of 200.00 feet to a brass marker found for corner in the south line of Elm Street;

Thence angle right 90. Degrees 00 minutes 52 seconds in a easterly direction, north 76 degrees 00 minutes 00 seconds east, along the south line of elm street, a distance of 539.50 feet to the place of beginning.

**EXHIBIT B
PRESERVATION CRITERIA
ONE MAIN PLACE HISTORIC OVERLAY DISTRICT
1201 MAIN STREET**

1. GENERAL.

- 1.1 All demolition, maintenance, new construction, public works, renovations, repairs, and site work in this district must comply with these preservation criteria.
- 1.2 Any alterations to property within this district must comply with the regulations in Chapter 51A of the Dallas City Code, as amended. If there is a conflict, these preservation criteria control.
- 1.3 Certificate of appropriateness.
 - a. A person may not alter a site within this district, or alter, place, construct, maintain, or expand any structure on the site without first obtaining a certificate of appropriateness in accordance with Section 51A-4.501 of the Dallas Development Code, as amended, and these preservation criteria.
 - b. The certificate of appropriateness review procedure outlined in Section 51A-4.501 of the Dallas Development Code, as amended, applies to this district.
 - c. Any work done under a certificate of appropriateness must comply with any conditions imposed in the certificate of appropriateness.
 - d. After the work authorized by the certificate of appropriateness is commenced, the applicant must make continuous progress toward completion of the work, and the applicant shall not suspend or abandon the work for a period in excess of 180 days. The Director may, in writing, authorize a suspension of the work for a period greater than 180 days upon written request by the applicant showing circumstances beyond the control of the applicant.
- 1.4 A person may not demolish or remove any structure in this district without first obtaining a certificate for demolition or removal in accordance with Section 51A-4.501 of the Dallas Development Code, as amended.
- 1.5 Preservation and restoration materials and methods used must comply with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library.

- 1.6 No person shall allow a structure in this district to deteriorate through demolition by neglect. Demolition by neglect is neglect in the maintenance of a structure that results in deterioration of the structure and threatens preservation of the structure. All structures in this district must be preserved against deterioration and kept free from structural defects. See Section 51A-4.501 of the Dallas Development Code, as amended, for regulations concerning demolition by neglect.
- 1.7 Consult Article XI, "Development Incentives," of the Dallas Development Code, as amended, for tax incentives that may be available in this district.
- 1.8 The period of historic significance for this district is 1968.

2. DEFINITIONS.

- 2.1 Unless defined in this section, the definitions in Chapter 51A of the Dallas City Code, as amended, apply.
- 2.2 APPROPRIATE means typical of the historic architectural style, compatible with the character of this district, and consistent with these preservation criteria.
- 2.3 ARCADES means covered passages at the base of the main building between the storefronts and the exterior structural wall.
- 2.4 CERTIFICATE OF APPROPRIATENESS means a certificate required by Section 51A-4.501 of the Dallas Development Code, as amended, and these preservation criteria.
- 2.5 CONTRIBUTING STRUCTURE means a structure that retains its essential architectural integrity of design and whose architectural style is typical of or integral to this district.
- 2.6 DIRECTOR means the Director of the Department of Sustainable Development and Construction or the Director's representative.
- 2.7 DISTRICT means Historic Overlay District No. _____, the One Main Place Historic Overlay District. This district contains the property described in Section 1 of this ordinance and as shown on Exhibit C.
- 2.8 EAST PLAZA means the portion of the site below street level that is located along the east side of the Property, and is visible from the street-level sidewalk, as shown on Exhibit C.
- 2.9 ERECT means to attach, build, draw, fasten, fix, hang, maintain, paint, place, suspend, or otherwise construct.

- 2.10 FENCE means a structure or hedgerow that provides a physical barrier, including a fence gate.
- 2.11 MAIN BUILDING means the One Main Place Tower building, as shown on Exhibit C.
- 2.12 MARQUEE means a projecting structure placed over the entrance to a building, and may include a sign or signs.
- 2.13 NO-BUILD ZONE means that part of this district in which no new construction may take place.
- 2.14 PORTE-COCHERE means a portico-like structure at a main or secondary entrance to a building through which a or motor vehicle can pass in order for the occupants to alight under cover, protected from the weather.
- 2.15 PROTECTED means an architectural or landscaping feature that must be retained and maintain its historic appearance, as near as practical, in all aspects.
- 2.16 REAL ESTATE SIGN means a sign that advertises the sale or lease of an interest in real property.
- 2.17 STREET LEVEL PLAZA means the paved open space around the main building at ground floor level.
- 2.18 WEST PLAZA means the portion of the site below street level that is located along the west side of the Property, and is visible from the street-level sidewalk, as shown on Exhibit C.

3. BUILDING SITE AND LANDSCAPING.

- 3.1 New construction is prohibited in the no-build zone shown on Exhibit C.
- 3.2 The main building, including arcades, is protected.
- 3.3 Exposed-aggregate street-level guard rails at the east and West Plazas are protected but may be modified for safety reasons.
- 3.4 Exterior staircases at the northwest corner of the site and the East Plaza are protected.
- 3.5 New driveways, sidewalks, steps, and walkways must be constructed of exposed aggregate concrete, stone, or other appropriate material. Artificial grass, asphalt, and outdoor carpet are not permitted. Exposed aggregate concrete must be compatible with original paving or main building.

- 3.6 Access to driveways and parking areas are not permitted off Griffin or Field.
- 3.7 New mechanical equipment may be erected on the roof of the main building only.
- 3.8 Landscaping.
 - a. Outdoor lighting must be appropriate and enhance the structure.
 - b. Landscaping must be appropriate, enhance the structure and surroundings, and not obscure significant views of protected facades.
 - c. Original planters in the East and West Plazas are protected and must contain plant material in a healthy, growing condition.
- 3.9 Fences.
 - a. Fencing is allowed in the no-build zone only to enclose outdoor bar/restaurant patio areas or limit access at stairways. Other fencing is prohibited.
 - b. Fences must be constructed of metal, glass, or other appropriate materials and shall not exceed four feet in height. Fences and gates may not be constructed of wood, vinyl, or plastic.

4. FACADES.

- 4.1 Protected facades.
 - a. All facades are protected.
 - b. Reconstruction, renovation, repair, or maintenance of protected facades must be appropriate and must employ materials similar to the historic materials in texture, color, pattern, grain, and module size.
 - c. Historic solid-to-void ratios of protected facades must be maintained.
 - d. Repairs to exposed-aggregate concrete on protected facades must match in color, texture, aggregate size and type, and cement composition as much as practical.
 - e. Concrete elements on protected facades may not be painted.
- 4.2 Historic materials must be repaired if possible; they may be replaced only when necessary.

- 4.3 Paint must be removed in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior.
- 4.4 Aluminum siding, stucco, and vinyl cladding are prohibited.
- 4.5 Historic color must be maintained wherever practical. Color schemes for non-masonry elements should conform to any available documentation as to historic color.
- 4.6 Exposing and restoring historic finish materials is recommended.
- 4.7 Cleaning of the exterior of a structure must happen in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library and online on the National Park Service website. Light abrasive blasting of exposed aggregate concrete may be considered appropriate but must be performed with approval from Landmark Commission and in accordance with National Park Service standards.

5. FENESTRATION AND OPENINGS.

- 5.1 Historic revolving doors are to be retained except for conversion to hotel use. In such a case, one revolving door may be replaced with a new revolving door that accommodates baggage. New revolving doors must be compatible with the original doors.
- 5.2 Replacement of doors and windows that have been altered and no longer match the historic appearance is recommended.
- 5.3 Replacement doors and windows must express profile, muntin and mullion size, light configuration, and material to match the historic as much as practical.
- 5.4 New storefront doors and openings are permitted if they are appropriate and match the existing doors and windows in profile, width, height, proportion, glazing material, and color as much as practical.
- 5.5 Decorative ironwork and burglar bars are not permitted over doors or windows of protected facades.
- 5.6 Glass and glazing must match historic tinted materials as much as practical. Films and reflective glazing are not permitted on glass.
- 5.7 The existing vertical location of the glazing and its relationship to the building's concrete structural frame must be maintained.

- 5.8 Replacement or modified storefronts shall match the original in profile, width, height, proportion, glazing material, and color and detail as much as practical.
 - 5.9 Storefronts at the street and plaza levels are to be retained except where replacement is necessary due to deterioration or where modification of the storefronts is necessary to meet code or accommodate access to tenant spaces. Replacement and modifications of storefronts must be appropriate.
 - 5.10 The Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library and on the National Park Service website, should be referred to for acceptable techniques to improve the energy efficiency of historic fenestration.
- 6. ROOF.**
- 6.1 Mechanical equipment, skylights, and solar panels on the roof must be set back or screened so that they are not visible to a person standing at ground level on the opposite side of any adjacent right-of-way.
- 7. ARCADES**
- 7.1 Historic arcades on protected facades are protected.
 - 7.2 Arcades on protected facades may not be enclosed. It is recommended that existing enclosed arcades be restored to their historic appearance.
- 8. PLAZAS**
- 8.1 The East and West Plazas are protected, with the exception of new construction in the West Plaza as allowed in Section 8.5.
 - 8.2 Removal or full enclosure of the East and West Plazas is prohibited.
 - 8.3 Planters, benches and other construction within the West Plaza that are not part of the original design are not protected.
 - 8.4 Reconstruction, restoration or interpretation of the original design of the West Plaza is encouraged.
 - 8.5 New construction within the West Plaza shall not cover more than 50 percent of the plaza area and shall not significantly degrade the interpretation of the plaza as an open space.

- 8.6 The height of new construction and additions within the West Plaza must not exceed the height of the street-level guard rail.

9. NEW CONSTRUCTION AND ADDITIONS.

- 9.1 Stand-alone new construction is permitted only in the West Plaza as shown on Exhibit C, and at the north and south facades of the tower for construction of porte-cochere and marquee structures as allowed in this section.
- 9.2 Vertical additions are not permitted.
- 9.3 Horizontal additions are not permitted, with the exception of porte-cocheres and marquee structures as allowed in this section.
- 9.4 The construction of one porte-cochere per facade is permitted for hotel use on both the north and south facades. A porte-cochere may not cover more than 35% of the total facade area of the ground floor portion of the facade.
- 9.5 A maximum of two marquees per facade is permitted on both the north and south facades. Marquees may not cover more than 35% of the total facade area of the ground floor portion of the facade.
- 9.6 No facade may contain both a porte-cochere and a marquee structure.
- 9.7 Porte-cochere and marquee structures shall be self-supporting and fully reversible with minimal or no damage to the protected facades.
- 9.8 The color, details, form, materials, and general appearance of new construction and additions must be compatible with the existing historic structure.
- 9.9 New construction and additions must have appropriate color, detailing, fenestration, massing, materials, roof form, shape, and solid-to-void ratios.
- 9.10 Aluminum siding, stucco, and vinyl cladding are not permitted.
- 9.11 New construction and additions must be designed so that connections between new construction or additions and the historic structure are clearly discernible as suggested by the Secretary of the Interior in Preservation Brief No. 14. A clear definition of the transition between new construction or additions and the historic structure must be established and maintained. Historic details of the historic structure must be preserved and maintained at the point where the historic structure abuts new construction or additions.

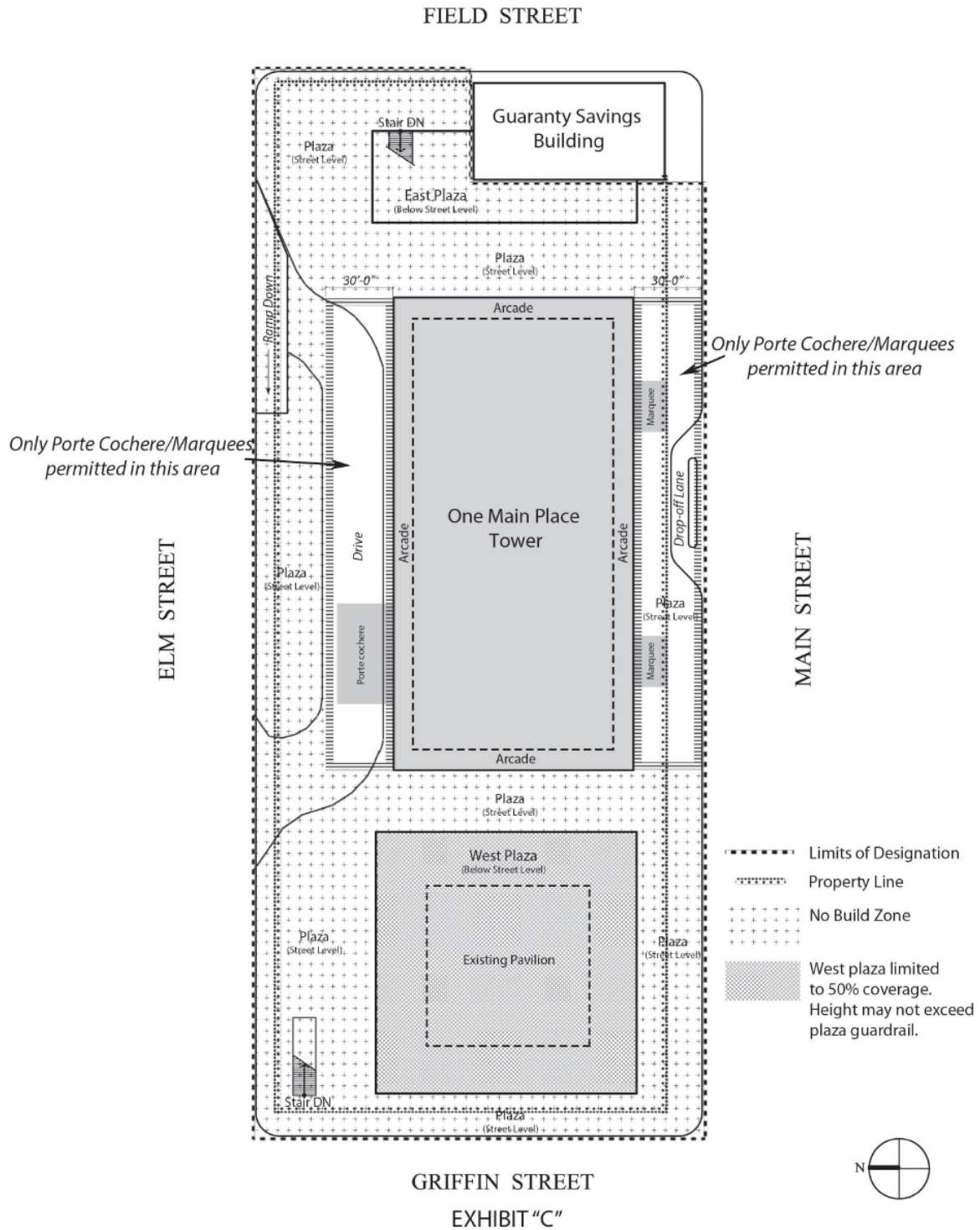
10. SIGNS.

- 10.1 Signs may be erected if appropriate.

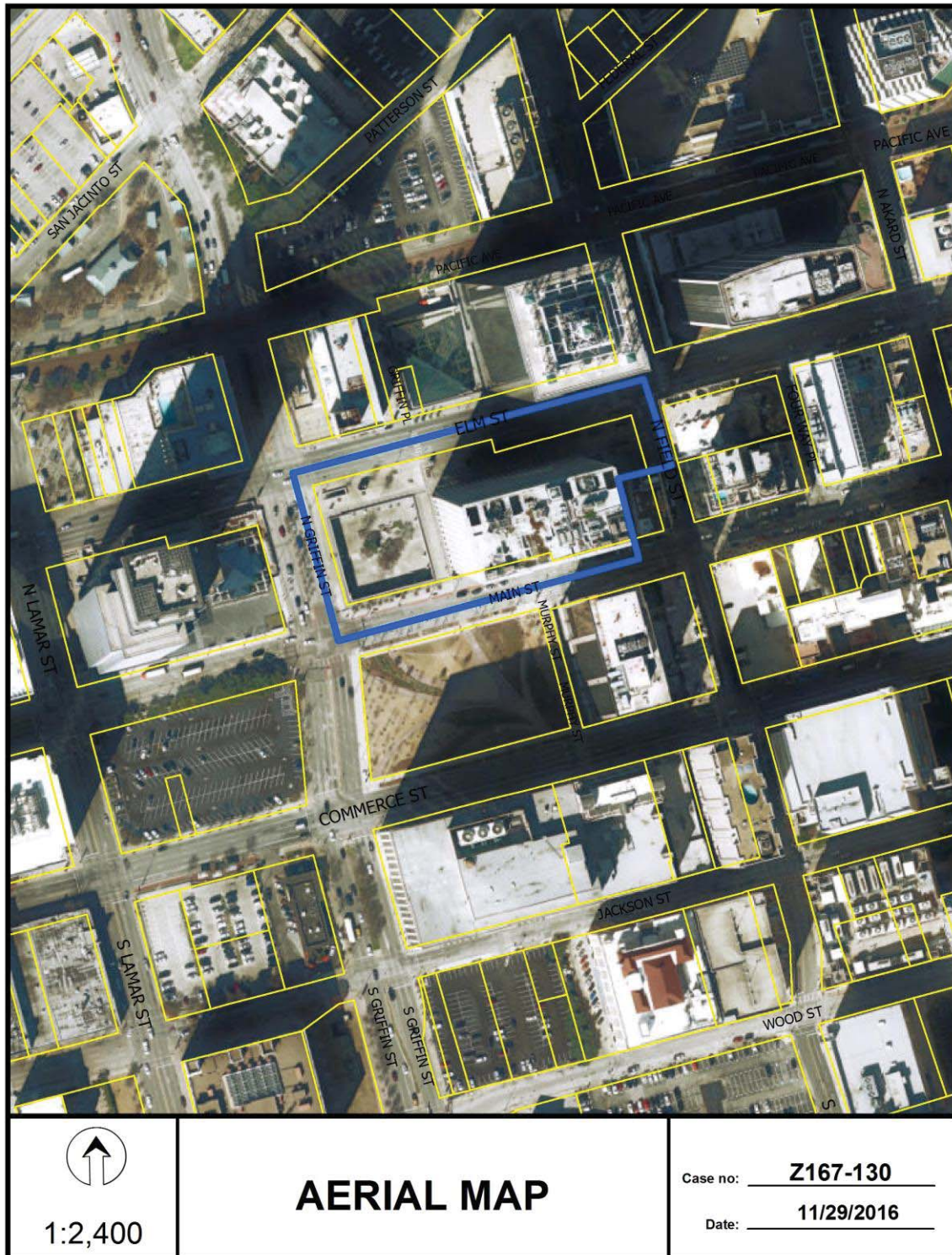
- 10.2 All signs must comply with the provisions of the Dallas City Code, as amended.
- 10.3 Temporary political campaign signs and temporary real estate signs may be erected without a certificate of appropriateness.

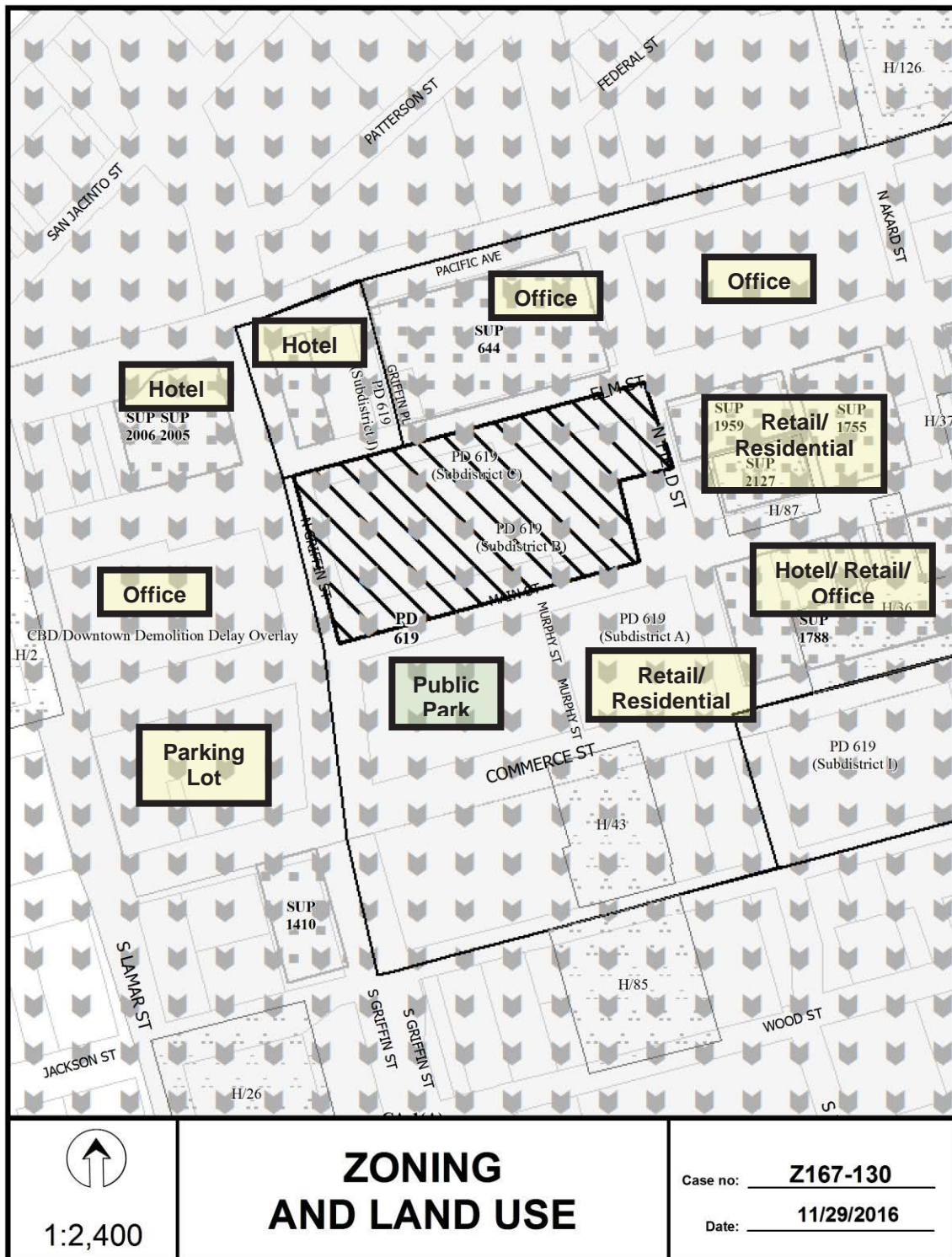
11. ENFORCEMENT.

- 11.1 A person who violates these preservation criteria is guilty of a separate offense for each day or portion of a day during which the violation is continued, from the first day the unlawful act was committed until either a certificate of appropriateness is obtained or the property is restored to the condition it was in immediately prior to the violation.
- 11.2 A person is criminally responsible for a violation of these preservation criteria if:
 - a. the person knowingly commits the violation or assists in the commission of the violation;
 - b. the person owns part or all of the property and knowingly allows the violation to exist;
 - c. the person is the agent of the property owner or is an individual employed by the agent or property owner; is in control of the property; knowingly allows the violation to exist; and fails to provide the property owner's name, street address, and telephone number to code enforcement officials; or
 - d. the person is the agent of the property owner or is an individual employed by the agent or property owner, knowingly allows the violation to exist, and the citation relates to the construction or development of the property.
- 11.3 Any person who adversely affects or demolishes a structure in this district in violation of these preservation criteria is liable pursuant to Section 315.006 of the Texas Local Government Code for damages to restore or replicate, using as many of the original materials as possible, the structure to its appearance and setting prior to the violation. No certificates of appropriateness or building permits will be issued for construction on the site except to restore or replicate the structure. When these restrictions become applicable to a site, the Director shall cause to be filed a verified notice in the county deed records and these restrictions shall be binding on future owners of the property. These restrictions are in addition to any fines imposed.
- 11.4 Prosecution in municipal court for a violation of these preservation criteria does not prevent the use of other enforcement remedies or procedures provided by other city ordinances or state or federal laws applicable to the person charged with or the conduct involved in the offense.









CPC Responses



05/17/2017

Reply List of Property Owners***Z167-130******298 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	1201 MAIN ST	ONE MAIN PLACE HOTEL LLC
	2	1201 MAIN ST	ONE MAIN PLACE OFFICE LLC
	3	1015 ELM ST	TOG HOTELS DOWNTOWN
	4	1025 ELM ST	APPLE TEN HOSPITALITY
	5	911 ELM ST	TOG HOTELS DOWNTOWN DALLAS LLC
	6	909 ELM ST	909 ELM STREET LLC
	7	901 MAIN ST	DALLAS MAIN LP
	8	100 N LAMAR ST	INTERFIRST BANK DALLAS
	9	901 MAIN ST	INTERFIRST BANK DALLAS
	10	1401 ELM ST	DREVER 1401 ELM LLC
	11	1201 ELM ST	BINYAN REALTY LP
	12	1201 ELM ST	SUHGER'S DONALD TRUST THE
	13	1302 ELM ST	1309 MAIN STREET APARTMENTS LLC
	14	1301 MAIN ST	NAYEB FAMILY LP
	15	1217 MAIN ST	HEADINGTON REALTY & CAPITAL LLC
	16	1400 MAIN ST	RBP 1400 MAIN LLC
	17	202 N LAMAR ST	DALLAS AREA RAPID TRANSIT
O	18	1100 PATTERSON AVE	CHAVEZ LAND INCOME
	19	1300 MAIN ST	RBP ADOLPHUS LLC
	20	1402 MAIN ST	APAL LLC
	21	1306 MAIN ST	RBP ADOLPHUS LLC
	22	1315 COMMERCE ST	RBP ADOLPHUS LLC
	23	1407 MAIN ST	LICGF DALLAS LOFTS INC
	24	1407 MAIN ST	DRED PROPERTIES LTD
	25	1407 MAIN ST	DCAR PROPERTIES LTD
	26	1200 MAIN ST	TONOLI FRANK E &

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	1200 MAIN ST	FISCHER JOSHUA A
	28	1200 MAIN ST	1621 ERVAY LTD
	29	1200 MAIN ST	BRANAMAN MICHAEL S &
	30	1200 MAIN ST	SMITH RANDOLPH
	31	1200 MAIN ST	DIXON GLORIA D
	32	1200 MAIN ST	ORTIZ GUILLERMINA
	33	1200 MAIN ST	FONTENOT TOMMY JAMES
	34	1200 MAIN ST	RAFF GEORGE JR
	35	1200 MAIN ST	SMITH DANIEL E & HERMA A
	36	1200 MAIN ST	BRANSTETTER ROBERT M & CAROL SHELTON
	37	1200 MAIN ST	FREEMAN SCOTT
	38	1200 MAIN ST	BOBBITT CHARLES MICHAEL
	39	1200 MAIN ST	JUAREZ GERARDO
	40	1200 MAIN ST	MCARDLE PATRICIA
	41	1200 MAIN ST	AMONGKOL JITTADA KITTY
	42	1200 MAIN ST	HART STANLEY L &
	43	1200 MAIN ST	SMITH SHERIA D
	44	1200 MAIN ST	CRIST EUGENE SCOTT
	45	1200 MAIN ST	TERESI MARK A &
	46	1200 MAIN ST	HERNDON CYNTHIA A
	47	1200 MAIN ST	KISLING MISTY
	48	1200 MAIN ST	SANADI NISAR & THU NGUYET
	49	1200 MAIN ST	CARPENTER ROBIN N
	50	1200 MAIN ST	MASTAGLIO LINDA R
	51	1200 MAIN ST	LOPEZ DENNIS A
	52	1200 MAIN ST	CLARK TAMPA CATHERINE
	53	1200 MAIN ST	BAILEY PETER & MARY
	54	1200 MAIN ST	PERRI ANTHONY J &
	55	1200 MAIN ST	LIVERS JAMES C
	56	1200 MAIN ST	FAYE WILLIS DESIGNS INC
	57	1200 MAIN ST	BAGARIA SAPNA & SURESH

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	1200 MAIN ST	PARKER MARK GRAHAM
	59	1200 MAIN ST	ABDULKHAALIQ ANWAAR
	60	1200 MAIN ST	ARAUJO JOSEPH
	61	1200 MAIN ST	CHATTERJEE ARUNABHA
	62	1200 MAIN ST	SALVANT WAYNE
	63	1200 MAIN ST	ELLER TOM J & ROBYN
	64	1200 MAIN ST	MASSEY LINDA
	65	1200 MAIN ST	DASH PRIYARANJAN &
	66	1200 MAIN ST	MUEHLENWEG ROBERT J &
	67	1200 MAIN ST	CUEVAS ISRAEL F
	68	1200 MAIN ST	EDWARDS JAMES & BARBARA
	69	1200 MAIN ST	NORRED J WESLEY III
	70	1200 MAIN ST	ATV TEXAS VENTURES IV LP
	71	1200 MAIN ST	KADAN PROPERTIES LP
	72	1200 MAIN ST	CAMPOS EDWARD
	73	1200 MAIN ST	ADAMS WILHELMINA J
	74	1200 MAIN ST	COMBS DAMETIA
	75	1200 MAIN ST	BEVERS MARC
	76	1200 MAIN ST	ALCANTARA PEDRO
	77	1200 MAIN ST	HERICKS JAMES &
	78	1200 MAIN ST	BAKER WILLIAM H III
	79	1200 MAIN ST	SPRING TRUMAN E JR
	80	1200 MAIN ST	TITTLE CYNTHIA LARK
	81	1200 MAIN ST	DANIEC MONICA
	82	1200 MAIN ST	BLACK PAUL
	83	1200 MAIN ST	HAQUE NAZ &
	84	1200 MAIN ST	BRANCELA JOHN
	85	1200 MAIN ST	ALANIZ GEORGE R JR & ANEESA T HOJAT
	86	1200 MAIN ST	CHANEY GARY WAYNE 1992 FAMILY TRUST
	87	1200 MAIN ST	NGUYEN MICHAEL
	88	1200 MAIN ST	BENEVENTI MARK FRANCIS

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	1200 MAIN ST	DU YALI
	90	1200 MAIN ST	PATOINE TERESA SUSAN
	91	1200 MAIN ST	SAIED ANNA M
	92	1200 MAIN ST	FAIRCHILD MELISSA
	93	1200 MAIN ST	BURNS CHRISTOPHER J
	94	1200 MAIN ST	DEMPSEY MICHAEL THOMAS &
	95	1200 MAIN ST	HARRIS KENDRICK LASALLE
	96	1200 MAIN ST	CRIST EUGENE SCOTT
	97	1200 MAIN ST	PATEL JAYSHREE &
	98	1200 MAIN ST	ALSUP LAUREN BRITTANY
	99	1200 MAIN ST	ELLER TOM & ROBYN
	100	1200 MAIN ST	KAHANE DENNIS SPENCER
	101	1200 MAIN ST	ASTURI WYDYA
	102	1200 MAIN ST	SALEEM ADEEL
	103	1200 MAIN ST	ANTAO RYAN TRISTEN
	104	1200 MAIN ST	MOBLEY HENRY B JR
	105	1200 MAIN ST	COWAN MICHAEL & MARTHA
	106	1200 MAIN ST	THEIS LANGSTON
	107	1200 MAIN ST	CLEERE LARRY J &
	108	1200 MAIN ST	IPPOLITO MARTA
	109	1200 MAIN ST	CIN ALBERTO DAL
	110	1200 MAIN ST	BROWN GLENN ALAN
	111	1200 MAIN ST	ROMERO GERALD & LOURDES
	112	1200 MAIN ST	PATRA DEEPAK
	113	1200 MAIN ST	SCARBOROUGH DONALD D
	114	1200 MAIN ST	KEANE JUSTIN SCOTT &
	115	1200 MAIN ST	COMMUNITY BANK & TRUST
	116	1200 MAIN ST	LUMME DONALD GUY JR
	117	1200 MAIN ST	XIE JIMIN
	118	1200 MAIN ST	OROZCO CARLOS A
	119	1200 MAIN ST	BABAKHANIAN ROUBEN

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	120	1200 MAIN ST	DOMINGUEZ JOSE R
	121	1200 MAIN ST	PURNELL KENNETH
	122	1200 MAIN ST	ROSALES JORGE
	123	1200 MAIN ST	MA MAU & JUYEI
	124	1200 MAIN ST	THOMAS BIJU
	125	1200 MAIN ST	PATRO LOKANATH
	126	1200 MAIN ST	IPPOLITO DAVIDE MICHAEL
	127	1200 MAIN ST	MADDERRA RHONDA & FARON
	128	1200 MAIN ST	GALAL PHILIPPE
	129	1200 MAIN ST	MRAK DAVID & MICHELE
	130	1200 MAIN ST	BALUCH HOLDINGS LLC
	131	1200 MAIN ST	ADROVIC ARMIN
	132	1200 MAIN ST	ROMIG RANDALL
	133	1200 MAIN ST	BRAUM EARL E JR
	134	1200 MAIN ST	TAUSCH JOHANNES &
	135	1200 MAIN ST	MORAIS JUSTIN
	136	1200 MAIN ST	MATHEWS AMIT &
	137	1200 MAIN ST	MCCANS WILLIAM
	138	1200 MAIN ST	LOPEZ ADAN FRANCISCO
	139	1200 MAIN ST	JUDAH JOHN K
	140	1200 MAIN ST	HANNA IHAM
	141	1200 MAIN ST	MORENO KRISTINE M
	142	1200 MAIN ST	BAKER ARIANNE &
	143	1200 MAIN ST	MOORE ROBERT W
	144	1200 MAIN ST	LIN XIEQING
	145	1200 MAIN ST	RAZA SYED S & NASREEN S
	146	1200 MAIN ST	BOSE RANAVIR & SARMILA
	147	1200 MAIN ST	FUNG DAVID KARL & KATHY LEE FUNG
	148	1200 MAIN ST	FLORES GEORGINA E
	149	1200 MAIN ST	LI LIETAO
	150	1200 MAIN ST	TINSLEY GARY A

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	151	1200 MAIN ST	JC GOODMAN INVESTMENT GROUP INC
	152	1200 MAIN ST	MICHULKA GEORGE &
	153	1200 MAIN ST	BYRUM TADD A &
	154	1200 MAIN ST	HUTCHINSON ANDREW F II
	155	1200 MAIN ST	DAO BAO D
	156	1200 MAIN ST	THOMAS MONA
	157	1200 MAIN ST	BENTLEY BRIAN D
	158	1200 MAIN ST	MURRAY RORY GALLAGHER
	159	1200 MAIN ST	GREEN KAREN S
	160	1200 MAIN ST	JACKSON JAN B & ROGER
	161	1200 MAIN ST	SALVANT WAYNE F &
	162	1200 MAIN ST	LIN HUANG SHENG
	163	1200 MAIN ST	HILL DANIEL &
	164	1200 MAIN ST	HIBSID 1 LLC
	165	1200 MAIN ST	TRIPP THOMAS
	166	1200 MAIN ST	KOKES KEVIN K
	167	1200 MAIN ST	HARRIS CARLOS
	168	1200 MAIN ST	JAIN NEHA
	169	1200 MAIN ST	CHAMBERLAIN BLAKE BARRETT
	170	1200 MAIN ST	BRYANT CHRIS
	171	1200 MAIN ST	KHAN MOIN
	172	1200 MAIN ST	KLAMM CYNTHIA B &
	173	1200 MAIN ST	L & M FAMILY TRUST THE
	174	1200 MAIN ST	SENTINO TASHA LASHON
	175	1200 MAIN ST	COWDEN PETER
	176	1200 MAIN ST	NARAN ASHOK
	177	1200 MAIN ST	LANCASTER PHILLIP & IRENE
	178	1200 MAIN ST	
	179	1200 MAIN ST	KOERBER ELLEN &
	180	1200 MAIN ST	POLANCO PAUL
	181	1200 MAIN ST	DAMANI ANIRUDH A

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	182	1200 MAIN ST	DOCKTER BRYAN
	183	1200 MAIN ST	UNDERHILL JAMES S
	184	1200 MAIN ST	SOLE GARY &
	185	1200 MAIN ST	DEAR CORY & CLARK MEREDITH
	186	1200 MAIN ST	STRINGER CHRISTOPHER & KATIE
	187	1200 MAIN ST	STROTHMAN RHONDA K
	188	1200 MAIN ST	REMPHREY BRYAN S
	189	1200 MAIN ST	DYNKIN ANTHONY
	190	1200 MAIN ST	BROWNELL SUSAN K &
	191	1200 MAIN ST	ALVAREZ DAVID &
	192	1200 MAIN ST	HOLLANDER KEVIN J & BETH A
	193	1200 MAIN ST	AHUMADA MUCIO
	194	1200 MAIN ST	LESTER MARY C
	195	1200 MAIN ST	BEAVERS KIMBERLEY BROOKE
	196	1200 MAIN ST	GARNER SUSAN
	197	1200 MAIN ST	MOORE ROBERT W
	198	1200 MAIN ST	CHAFFIN LYNDAL A
	199	1200 MAIN ST	HUMES EDUARDO
	200	1200 MAIN ST	VIRANI ASIF
	201	1200 MAIN ST	PRIBADI LILIANA
	202	1200 MAIN ST	DIXON ADAM
	203	1200 MAIN ST	BADMAND HOLDINGS LLC
	204	1200 MAIN ST	JHAVERI SATYEN DHIREN
	205	1200 MAIN ST	ABDULWAHAB MANNIE
	206	1200 MAIN ST	GODOY DULCE MARIA RIVAS
	207	1200 MAIN ST	KOSTREVA JOSH A
	208	1200 MAIN ST	ZOLLER ROBERT W
	209	1200 MAIN ST	SARETSKY NEIL &
	210	1200 MAIN ST	KOERBER ELLEN &
	211	1200 MAIN ST	WEAVER DAVI LEE & KATHLEEN MARIE
	212	1200 MAIN ST	RICHARDS GILL & ELIZABETH ANN

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	213	1200 MAIN ST	VALENTIS VENTURES LLC
	214	1200 MAIN ST	NATHAL JULIO
	215	1200 MAIN ST	SINGERMAN ALEXANDER
	216	1200 MAIN ST	SLAUGHTER JUSTIN
	217	1200 MAIN ST	POON PHILIP
	218	1200 MAIN ST	BEATS JAMES & ANAMARIA
	219	1200 MAIN ST	ROMERO ROBERT R &
	220	1200 MAIN ST	HAYES MONIQUE C
	221	1200 MAIN ST	RICHARDS GILL & ELIZABETH ANN
	222	1200 MAIN ST	HAGLER TRENT L
	223	1200 MAIN ST	REVELLE ANIEL W III & CAROL L
	224	1200 MAIN ST	VALENTIS VENTURES LLC
	225	1200 MAIN ST	OLTMAN GREGG
	226	1200 MAIN ST	MEEKS MATTHEW C & HEIDI E
	227	1200 MAIN ST	CHANG LAWRENCE SHEYLUN
	228	1200 MAIN ST	FARTHING DANIEL
	229	1200 MAIN ST	FICKEL MATTHEW & MARY BETH
	230	1200 MAIN ST	SHAFFNER GLORIA
	231	1200 MAIN ST	GOLNABI ROSITA NINA & NEIMA
	232	1200 MAIN ST	VALENTIS VENTURES LLC
	233	1200 MAIN ST	HENSLEY DALLAS W & VIRGINIA K
	234	1200 MAIN ST	MCCLAIN JONI L MD FAMILY TRUST
	235	1200 MAIN ST	REVIS MARK
	236	1200 MAIN ST	NAZARUK ALEKSANDER
	237	1200 MAIN ST	YING KEN W
	238	1200 MAIN ST	PENNEY CHRISTOPHER R
	239	1200 MAIN ST	AMEHAYES AMDETSION
	240	1200 MAIN ST	THEIS LANGSTON & ELIZABETH SMITH
	241	1200 MAIN ST	KEANE JUSTIN
	242	1200 MAIN ST	BODLEY GABRIELLE
	243	1200 MAIN ST	MCBRIDE KAREN & GEORGE S

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	244	1200 MAIN ST	GATES MARTIN E II & JUDY M
	245	1200 MAIN ST	DURRA OMAR
	246	1200 MAIN ST	PHILLIPS DAVID G
	247	1200 MAIN ST	WARREN BLAKE T &
	248	1200 MAIN ST	MARKHOFF STEVEN
	249	1200 MAIN ST	GRANT JASON A & MARIA
	250	1200 MAIN ST	PIERCE KEVIN G
	251	1200 MAIN ST	CUNNINGHAM THOMAS G
	252	1200 MAIN ST	POWERS A MARKS
	253	1200 MAIN ST	ARNOLD NANCY E WEINTRAUB
	254	1200 MAIN ST	BERMAN DANIEL
	255	1200 MAIN ST	PERRI VINEYARDS & REAL ESTATE
	256	1200 MAIN ST	RANDOLPH HEATHER ELAINE &
	257	1200 MAIN ST	FISCHER TRISA
	258	1200 MAIN ST	INDIGO CAPITAL GROUP LLC
	259	1200 MAIN ST	KNIPE LUTHER DASSON III
	260	1200 MAIN ST	IPPOLITO ESTER
	261	1200 MAIN ST	PATKOVIC MARIJANA
	262	1200 MAIN ST	BASH DAMIEN
	263	1200 MAIN ST	BRODNER SAMUAL C & LEIGH A
	264	1200 MAIN ST	FIELDS FOSTER LAND TRUST
	265	1200 MAIN ST	SHIPP RONALD B
	266	1200 MAIN ST	ALCANTARA PEDRO
	267	1200 MAIN ST	COX JOHN VERNON TR & GAY GAYLE TR
	268	1200 MAIN ST	COX JOHN VERNON TR &
	269	1200 MAIN ST	SMITH LAURA
	270	1200 MAIN ST	BALUCH AMIR &
	271	1200 MAIN ST	ONU ADISA M
	272	1200 MAIN ST	BIERI MATTHEW B & REBECCA
	273	1200 MAIN ST	MAYORGA LUIS A
	274	1200 MAIN ST	MUSABASIC MEMSUD

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	275	1200 MAIN ST	GILMAN ALEX
	276	1200 MAIN ST	MOTGI GURUBASAPPA V & SHASHI R MOTGI
	277	1200 MAIN ST	SARDARABADI ABDOL M &
	278	1200 MAIN ST	KIRBY JOSEPH KING
	279	1200 MAIN ST	WATTS FAMILY TRUST
	280	1200 MAIN ST	KORNEGAY MARK A
	281	1200 MAIN ST	TRAMMELL DUANE &
	282	1200 MAIN ST	DUNCAN ROBERT J &
	283	1200 MAIN ST	MAURER IAN S
	284	1200 MAIN ST	WALSH WILLIAM ANTHONY
	285	1200 MAIN ST	REAGANS KIMBERLY
	286	1200 MAIN ST	KRISHNA SHAILENDRA &
	287	1200 MAIN ST	PONZIO JOHN &
	288	1200 MAIN ST	BARBADILLO OSCAR JR
	289	1200 MAIN ST	DAVIS WALKER L
	290	1200 MAIN ST	YATES RALPH A & FAYE
	291	1200 MAIN ST	PERRI VINEYARDS &
	292	1200 MAIN ST	GARCIA CASSANDRA
	293	1200 MAIN ST	BARBATO CRISTINA COSTA
	294	1200 MAIN ST	BOWLES NEAL A & CARLA D WATSON
	295	1200 MAIN ST	LUFKIN ROGER W
	296	1200 MAIN ST	WILKINSON EARL J
	297	1200 MAIN ST	CALDWELL ROGER W & KIMBERLY S
	298	1200 MAIN ST	BELGAUM LLC

AGENDA ITEM # 56

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 5

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 59 G

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the east line of North Masters Drive, between Checota Drive and Oak Gate Lane

Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, elevation plan and conditions

Z167-174(WE)

FILE NUMBER: Z167-174(WE) **DATE FILED:** January 6, 2017

LOCATION: East line of North Masters Drive, between Checota Drive and Oak Gate Lane.

COUNCIL DISTRICT: 5 **MAPSCO:** 59-G

SIZE OF REQUEST: Approx. 3.323 acres **CENSUS TRACT:** 119

APPLICANT: Branch Towers, LLC

OWNER: Pleasant Hill Missionary Baptist Church

REPRESENTATIVE: Hart Mason
Hart Mason & Associates, Inc.

REQUEST: An application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District.

SUMMARY: The purpose of this request is to permit the construction of 100-foot cellular tower on the church property [T-Mobile] and will include a five-foot lightning rod for a total height not to exceed 105 feet above ground level.

CPC RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, elevation plan and conditions

STAFF RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, elevation plan and conditions

BACKGROUND INFORMATION:

- The applicant's request for a Specific Use Permit for a tower/antenna for cellular communication will allow for the construction of a 100-foot cellular tower to be constructed on the church property and will include a five-foot lightning rod for a total height not to exceed 105 feet.
- The proposed location of the cellular tower is approximately 175 feet south of the nearest residential dwelling.
- The request site is adjacent to single family dwellings to the north, east and south. The property west of the request site, across Masters Drive is developed with a public school.

Zoning History: There has not been any zoning changes request in the area for the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
North Masters Drive	Minor Arterial	50 ft.	100 ft.

Land Use:

	Zoning	Land Use
Site	R-7.5(A)	Church
North	R-7.5(A)	Undeveloped, Single Family
South	R-7.5(A)	Single Family
East	R-7.5(A)	Single Family
West	R-7.5(A)	School

COMPREHENSIVE PLAN: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies supporting or opposing the request.

STAFF ANALYSIS:

Land Use Compatibility: The request is developed with a church and surface parking on a portion of the site with the remaining northern portion being undeveloped. The applicant's request for a Specific Use Permit for a tower/antenna for cellular communication will allow for a 100-foot cellular tower and will include a five-foot lightning rod for a total height not to exceed 105 feet above ground level. The request site is adjacent to single family dwellings to the north, east and south. The property west of the request site, across Masters Drive is developed with a public school.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Staff was concerned with the original location of the cellular communication tower which was located approximately 75 feet west from residential uses. However, after further discussion, the representative agreed to locate the cellular tower closer to North Master Drive, beside the northern façade of the church.

Staff also recommended the applicant install a stealth tower instead of the typical cellular tower with various antenna cells. Even though the tower/antenna for cellular communication will enhance the vital communication service throughout the area and does not generate any traffic, the typical cellular tower with the antenna cells could alter the visual aesthetics of the neighborhood's character. The visual aesthetic of a typical cellular tower does not contribute to, enhance or promote the welfare of the area of request and adjacent properties at this location. Staff is recommending a stealth cellular tower as opposed to a cellular tower with various antenna cells in order to reduce any visual impact the proposed use will have on the adjacent neighborhood.

In order to for the proposed tower to meet RPS, the 100-foot tower will have to be at least 300 feet away from the residential property lines. The nearest residential property is approximately 175 feet south of the proposed cellular tower. The proposed stealth tower is located adjacent to the church and is approximately 90 feet east of North Masters Drive. In addition, the residential uses rear yards will face the proposed tower.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
R-7.5(A) Single Family	25'	5'	1 Dwelling Unit/ 7,500 sq. ft.	30'	45%		Single family

Landscaping: In general, landscaping must be provided in accordance with the landscaping requirements in Article X, as amended. Even though the area where the tower is not required to provide any landscaping because the area is less than 2,000 square, the applicant is providing landscaping around the site's perimeter.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not impact the surrounding street system for the proposed development.

Parking: Parking will be provided in accordance to the parking requirements in the Dallas Development Code, as amended, which is one space if the cellular communication tower/antenna has an auxiliary building housing electronic and communication equipment ("auxiliary building") greater than a 120 square feet. The applicant is providing one space on site.

CPC Action (March 16, 2017)

Motion: In considering an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the east line of North Masters Drive, between Checota Drive and Oak Gate Lane, it was moved to **hold** this case under advisement until April 27, 2017, and instruct staff to re-advertise and re-notify.

Maker: Rieves
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Mack, Jung, Housewright, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

Notices: Area: 500 Mailed: 94
Replies: For: 1 Against: 2

Speakers: None

CPC Action (April 27, 2017)

Motion: In considering an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the east line of North Masters Drive, between Checota Drive and Oak Gate Lane, it was moved to **hold** this case under advisement until May 18, 2017, and instruct staff to re-advertise.

Maker: Shidid
Second: Schultz
Result: Carried: 13 to 0

For: 13 - Anglin, Rieves, Houston, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 2 - Davis, Mack

Vacancy: 0

Notices: Area: 500 Mailed: 120

Replies: For: 1 Against: 6

Speakers: None

CPC Action (May 18, 2017)

Motion: It was moved to recommend **approval** of a Specific Use Permit for a tower/antenna for cellular communication for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan, revised elevation plan and revised conditions on property zoned an R-7.5(A) Single Family District on the east line of North Masters Drive, between Checota Drive and Oak Gate Lane.

Maker: Shidid
Second: Murphy
Result: Carried: 11 to 1

For: 11 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Jung, Housewright, Peadon, Murphy, Ridley

Against: 1 - Mack
Absent: 1 - Anantasomboon, Schultz, Tarpley
Vacancy: 0

Notices: Area: 500 Mailed: 120

Replies: For: 1 Against: 7

Speakers: For: Hart Mason, 4017 Courtshire Dr., Dallas, TX, 75229
Jared Jedet, 6534 Whorton St., Houston, TX, 77055
Dishant Shah, 7668 Warren Pkwy., Frisco, TX, 75035
For (Did not speak): Kennon L. Tenison, 1636 N. Masters Rd., Dallas, TX, 75217
Against: Anthony Andrews, 1623 Gardenside Dr., Dallas, TX, 75217
Shari Gross, 10322 Oak Gate Ln., Dallas, TX, 75217
Against (Did not speak): Carol Busby Cola, 10258 Shayna Dr., Dallas, TX, 75217

LIST OF OFFICERS
Branch Towers, LLC

Branch Towers, LLC, a Delaware Limited Liability Company

- Curtis Branch President
- Ryan D. Lepene Secretary

LIST OF OFFICERS
Branch Communications, LLC

- Curtis Branch President
- Jared Ledet Vice President
- Mark Kesner Vice President
- David Wells Vice President

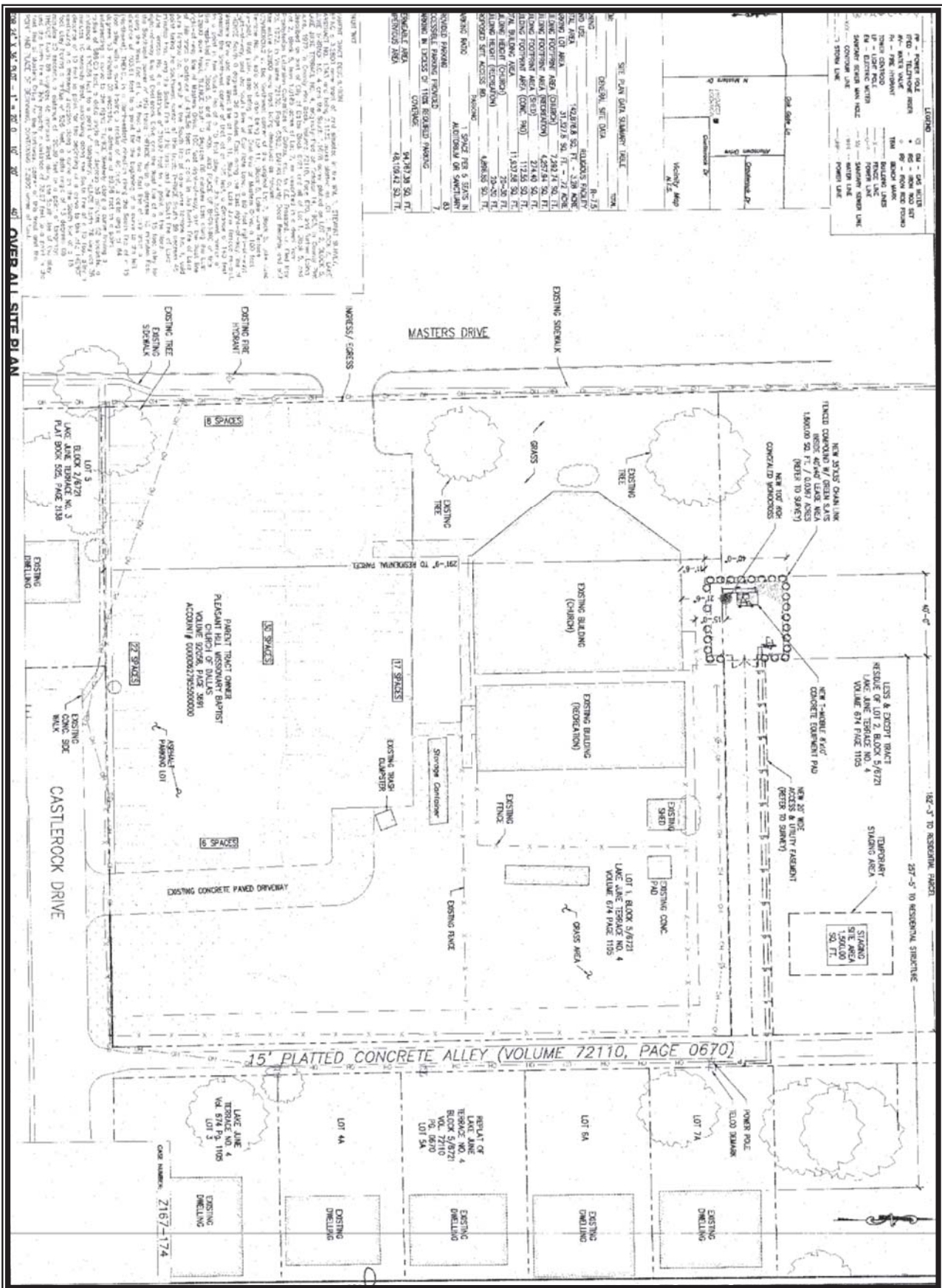
LIST OF TRUSTEES
Pleasant Hill Missionary Baptist

- Harold Taylor
- Brandon Horton
- Anthony C Flemming Sr.
- Kennon L. Tennison
- Rolaun G. Parrish

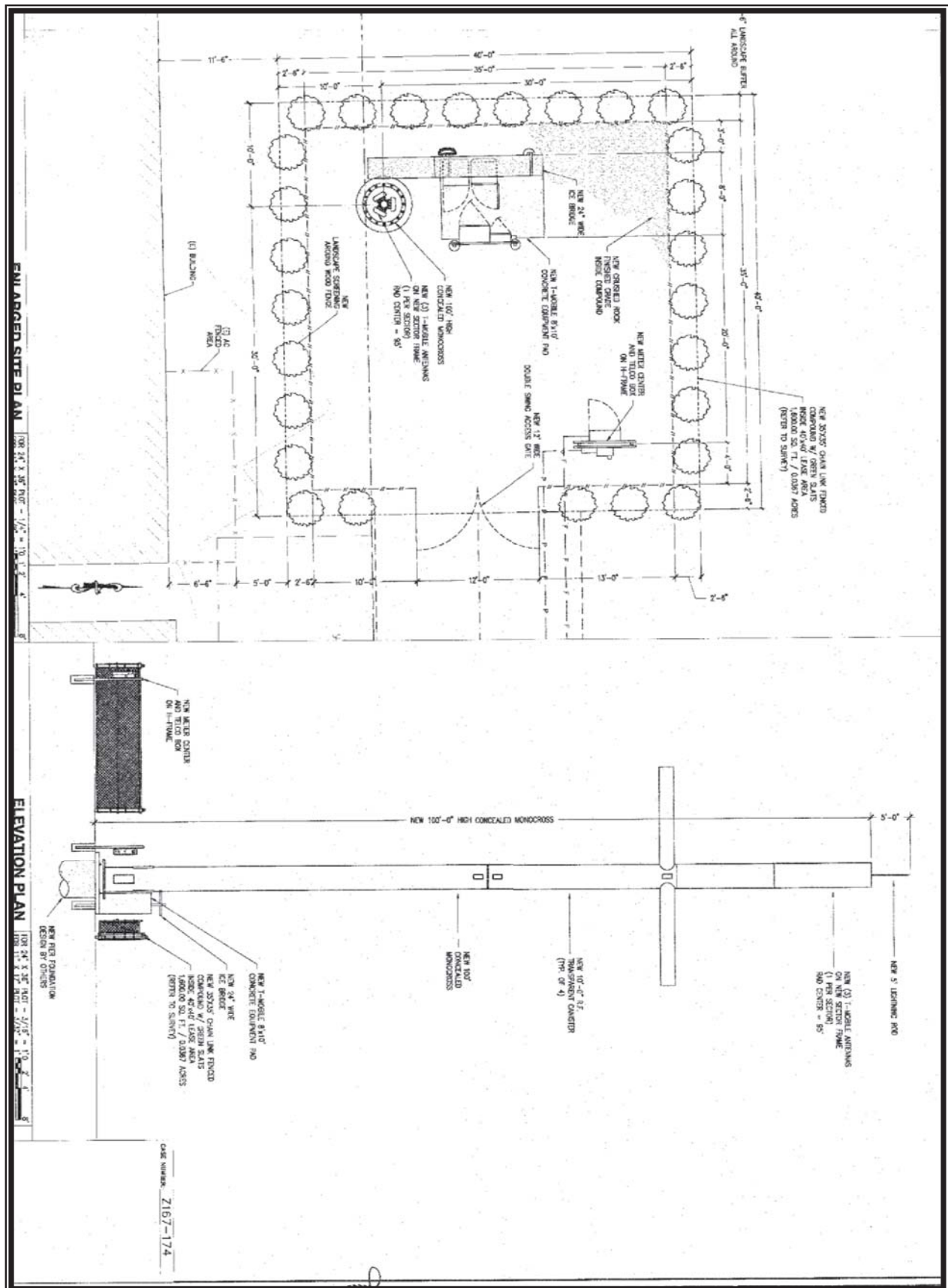
CPC PROPOSED SUP CONDITIONS

1. **USE:** The only use authorized by this specific use permit is a tower/antenna for cellular communication.
2. **SITE PLAN:** Use and development of the Property must comply with the attached site plan and elevation.
3. **TIME LIMIT:** This specific use permit expires on (ten years from the passage of the ordinance), but is eligible for automatic renewal for additional 10-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced.)
4. **COMMUNICATION TOWER:** The tower/antenna for cellular communication must be a stealth monocross (cables, antennas and other similar equipment must be located within the structure) and must be painted or finished in an off-white color.
5. **FENCE:** A minimum six-foot fence must be provided in the location shown on the attached site plan.
6. **HEIGHT:** The tower/antenna for cellular communication may not exceed 100 feet in height with a five-foot lightning rod, for a total height not to exceed 105 feet.
7. **SHARED USE WITH OTHER CARRIERS:** Any tower/antenna for cellular communication must be constructed to support the antenna arrays for at least two other wireless communications carriers, and the tower/antenna for cellular communication must be made available to other carriers upon reasonable terms.
8. **MAINTENANCE:** The Property must be properly maintained in a state of good repair and neat appearance.
9. **GENERAL REQUIREMENTS:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN



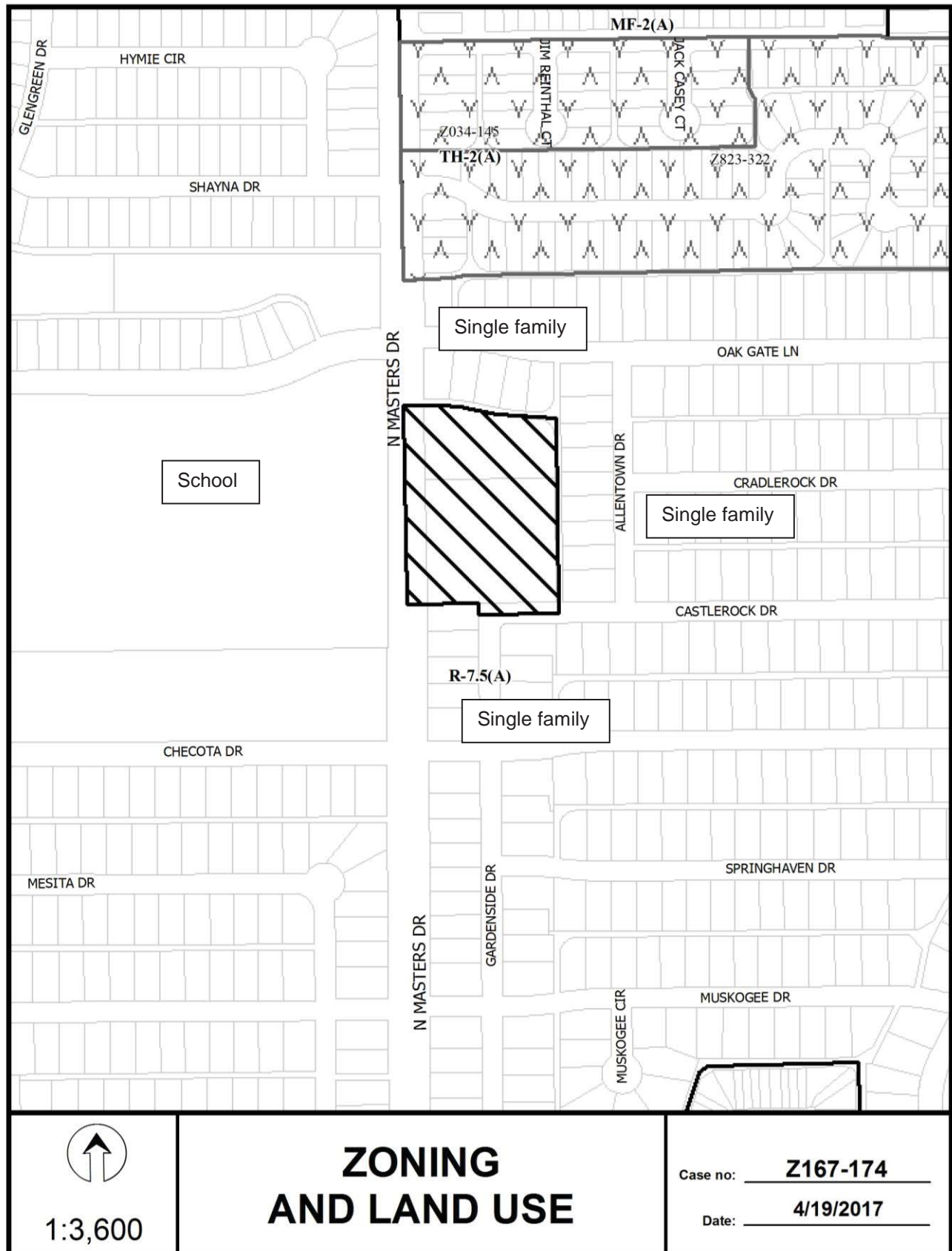
PROPOSED ELEVATION PLAN



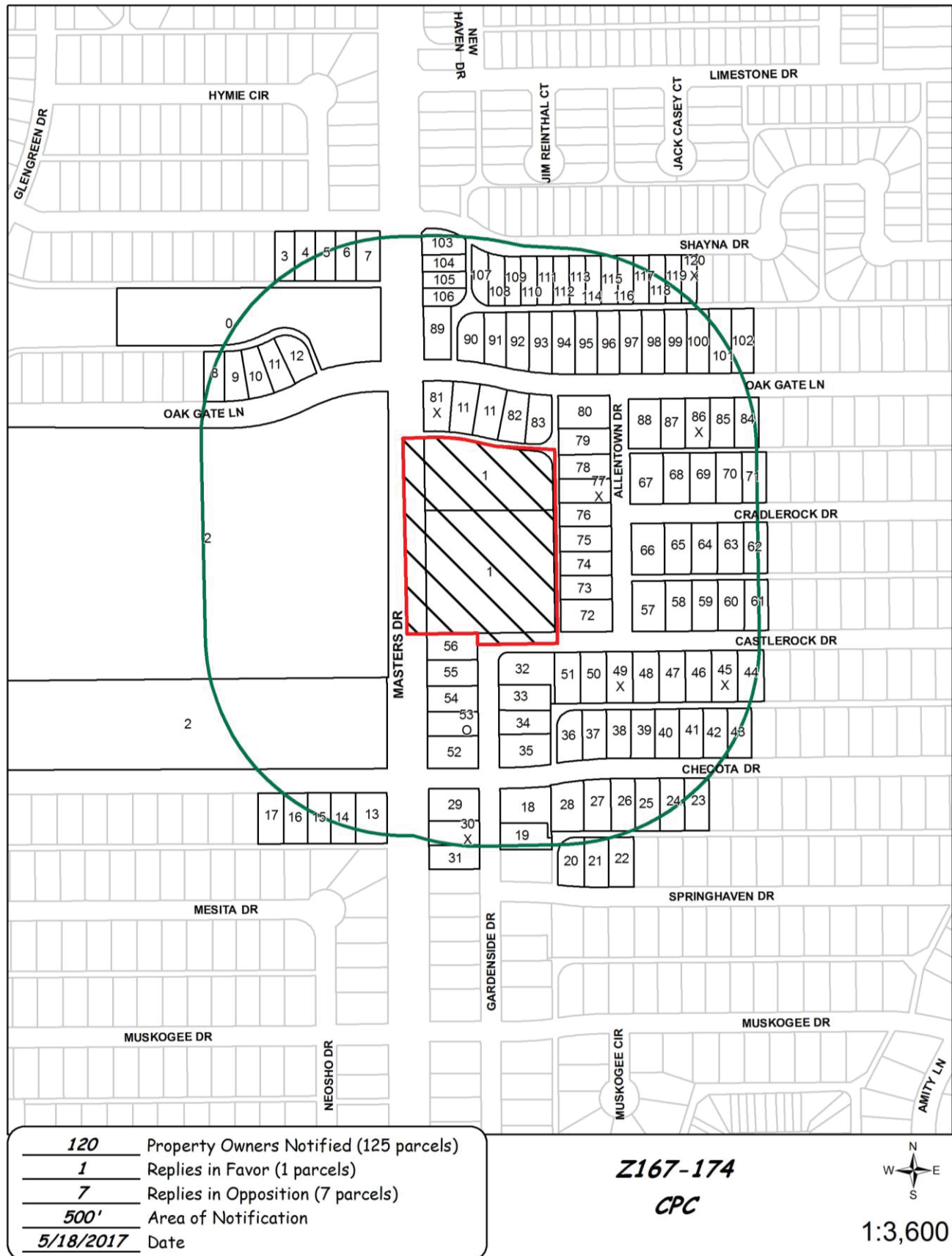


Z167-174(WE)





CPC RESPONSES



Notification List of Property

Z167-174

120 Property Owners Notified 1 Property Owners in Favor 7 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>	
	1	1636	N MASTERS DR	PLEASANT HILL MISSIONARY
	2	1625	N MASTERS DR	Dallas ISD
	3	10120	SHAYNA DR	IBARRA JOB &
	4	10124	SHAYNA DR	ESPINOZA ORLANDO
	5	10130	SHAYNA DR	LOPEZ HECTOR &
	6	10136	SHAYNA DR	BUTTERS RAYMOND CARL JR
	7	10140	SHAYNA DR	BLADES WILSON CHARLES
	8	10115	OAK GATE LN	MORGAN EVA J
	9	10119	OAK GATE LN	GANT BARBARA ANN
	10	10123	OAK GATE LN	SOLANO VITA VALDEZ
	11	10127	OAK GATE LN	MECCA APRIL INC
	12	10131	OAK GATE LN	FOGERSON PATRICK L & MELISSA M
	13	10132	CHECOTA DR	BARAJAS JOSE L
	14	10128	CHECOTA DR	MORELOCK FRANCES M
	15	10124	CHECOTA DR	QUIROZ PABLO & RAMONA
	16	10120	CHECOTA DR	HENDERSON YVONNE
	17	10116	CHECOTA DR	RAMIREZ VICTOR M &
	18	1544	GARDENSIDE DR	WILLIAMS SANDRA A
	19	1540	GARDENSIDE DR	DELBOSQUE ISRAEL M &
	20	10315	SPRINGHAVEN DR	EDWARDS CAROL SAPP
	21	10321	SPRINGHAVEN DR	LYLES MELVIN E
	22	10327	SPRINGHAVEN DR	RAMOS LUIS L &
	23	10338	CHECOTA DR	NOBLE BILLY C ETAL
	24	10334	CHECOTA DR	GAINES JACQUELYN
	25	10328	CHECOTA DR	TAGGART JAMES ARTHUR & STACIA ANN
	26	10324	CHECOTA DR	STUBBLEFIELD MONICA C

05/30/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>	
	27	10320	CHECOTA DR	CORONA JESUS & ANITA
	28	10314	CHECOTA DR	ANTON JOSE ELOY
	29	1545	GARDENSIDE DR	YOUNGBLOOD TERRY L &
X	30	1541	GARDENSIDE DR	JACKSON ERNESTINE
	31	1535	GARDENSIDE DR	RUIZ PABLO
	32	1624	GARDENSIDE DR	WATSON PERCY ALVIN JR &
	33	1618	GARDENSIDE DR	ESTERS WILLIAMS SUNDRA
	34	1612	GARDENSIDE DR	CASTILLO IBAN
	35	1608	GARDENSIDE DR	DEBUSK VICTORIA
	36	10315	CHECOTA DR	HOUSTON LORETTA J
	37	10321	CHECOTA DR	GILES JOE L
	38	10325	CHECOTA DR	MORALES JESUS C
	39	10329	CHECOTA DR	SALAISESFRAIRE MA INES
	40	10333	CHECOTA DR	THOMPSON RACHEL MAE
	41	10337	CHECOTA DR	WILLIAMS BILLY R
	42	10341	CHECOTA DR	LEONHARDT RICHARD & HELEN
	43	10347	CHECOTA DR	MORGAN BARBARA ANN
	44	10404	CASTLEROCK DR	WALKER DAVID E JR &
X	45	10342	CASTLEROCK DR	AZARIA JILL
	46	10338	CASTLEROCK DR	TAYLORROBINSON PEARLE S
	47	10334	CASTLEROCK DR	JARAMILLO BLANCA
	48	10328	CASTLEROCK DR	324 ALISOS LLC
X	49	10324	CASTLEROCK DR	MARSHALL TONY D
	50	10320	CASTLEROCK DR	LYON NORA
	51	10314	CASTLEROCK DR	SALAMANCA JOSE & MATILDE
	52	1607	GARDENSIDE DR	ANDRADE ROMAN & JUANA
O	53	1611	GARDENSIDE DR	HICKS LEZETTA PEARL
	54	1617	GARDENSIDE DR	CHASE IRMA
	55	1623	GARDENSIDE DR	ANDREWS ANTHONY D
	56	1629	GARDENSIDE DR	ORTIZ LORETO
	57	10329	CASTLEROCK DR	SAENZ LUCRECIA

05/30/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	10335 CASTLEROCK DR	ANGLEFORGE PROPERTIES LLC
	59	10339 CASTLEROCK DR	DITMARS JERRIE
	60	10345 CASTLEROCK DR	BERGANZA RUBEN A &
	61	10405 CASTLEROCK DR	LIRA DANIEL & VIANEY
	62	10404 CRADLEROCK DR	BROWN MATTIE P EST OF
	63	10328 CRADLEROCK DR	BROWN JERRY MICHAEL
	64	10322 CRADLEROCK DR	MARTINEZ ISMAEL
	65	10316 CRADLEROCK DR	ORANDAY JUAN F & MARIA R
	66	10310 CRADLEROCK DR	MARTINEZ LORENZO
	67	10311 CRADLEROCK DR	PHILLIPS RUDOLPH
	68	10317 CRADLEROCK DR	FIGUEROA JAMES
	69	10323 CRADLEROCK DR	PARAMO DAVID ORTIZ
	70	10329 CRADLEROCK DR	MARTINEZ GABINO F
	71	10403 CRADLEROCK DR	MA LEG PTNRS 2
	72	1605 ALLENTOWN DR	KERBOW HERBERT
	73	1609 ALLENTOWN DR	ULLOA JUAN A
	74	1617 ALLENTOWN DR	CARUTHERS LELA ET AL
	75	1623 ALLENTOWN DR	DIAZ VICTOR M
	76	1705 ALLENTOWN DR	TRUE DFW2015 HOMES LLC
X	77	1709 ALLENTOWN DR	WASHINGTON LASALLE L SR &
	78	1721 ALLENTOWN DR	ESPINOZA JORGE M &
	79	1715 ALLENTOWN DR	RENTAL TRANSITION LLC
	80	1729 ALLENTOWN DR	CHARLESTON TERRY
X	81	10210 OAK GATE LN	GUEVARA JUAN JR
	82	10228 OAK GATE LN	RODRIGUEZ MIGUEL A
	83	10234 OAK GATE LN	BOWMAN VERA
	84	10404 OAK GATE LN	GOMEZ MARIA S
	85	10328 OAK GATE LN	DOUBLE STAR PROPERTIES LP
X	86	10322 OAK GATE LN	GROSS RONALD
	87	10316 OAK GATE LN	CARRILLO ANGELITA M
	88	10310 OAK GATE LN	GALLEGOS JOSE GRANCISCO NAVARRO &

05/30/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>	
	89	10203	OAK GATE LN	MURRELL NATHANIEL A JR
	90	10209	OAK GATE LN	GONZALEZ ROGELIO &
	91	10215	OAK GATE LN	VELASQUEZ JOSE &
	92	10221	OAK GATE LN	CALHOUN BEVERLY ANN &
	93	10227	OAK GATE LN	VALADEZ ALFREDO &
	94	10233	OAK GATE LN	MCCORD MICHAEL D &
	95	10239	OAK GATE LN	RAMIREZ MARCELO
	96	10245	OAK GATE LN	RAMIREZ JOSE CELESTINO &
	97	10303	OAK GATE LN	MONJARAS MARTIN
	98	10309	OAK GATE LN	HERNANDEZ AGUSTIN EST OF
	99	10315	OAK GATE LN	C P ORIGINATIONS LTD
	100	10321	OAK GATE LN	MACIAS JOSE LUIS BUENDIA &
	101	10327	OAK GATE LN	IBARRA JOSE LUIS &
	102	10403	OAK GATE LN	CISNEROS AMADO &
	103	1834	N MASTERS DR	HARGROVE LECHIA
	104	1830	N MASTERS DR	CASTILLO HILDA RODRIGUEZ
	105	1826	N MASTERS DR	SILVA RAMIRO & ELVA
	106	1822	N MASTERS DR	RAMIREZ MARIA
	107	10206	SHAYNA DR	ORONA SYLVIA
	108	10210	SHAYNA DR	ARELLANO FELIX
	109	7	SHAYNA DR	NARVAEZ FRANCISCO J
	110	10218	SHAYNA DR	FELLOWS JEANETTE
	111	10222	SHAYNA DR	SANTOS FELIPE & MARIA A
	112	10226	SHAYNA DR	RAMSEY ZETTIA M
	113	10230	SHAYNA DR	FERRETIZ JULIO & MARIA
	114	10234	SHAYNA DR	SALAZAR ARMANDO &
	115	10238	SHAYNA DR	JARAMILLO JUAN &
	116	10242	SHAYNA DR	GOMEZ MARTIN E
	117	10246	SHAYNA DR	WATKINS APRIL
	118	10250	SHAYNA DR	JIMENEZ MARTHA
	119	10254	SHAYNA DR	RAMIREZ IMELDA

Z167-174(WE)

05/30/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	120	10258 SHAYNA DR	COLA CAROL BUSBY

AGENDA ITEM # 57

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 5

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 58 C

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned Subarea 1, within Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with a D-1 Liquor Control Overlay, on the southeast corner of South Buckner Boulevard and Jennie Lee Lane

Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions

Z167-179(OTH)

FILE NUMBER: Z167-179(OTH)

DATE FILED: January 11, 2017

LOCATION: Southeast corner of South Buckner Boulevard and Jennie Lee Lane

COUNCIL DISTRICT: 5

MAPSCO: 58-C

SIZE OF REQUEST: ± 0.712 acres

CENSUS TRACT: 90.00

APPLICANT/ OWNER: Hooda Corporation, Inc.

REPRESENTATIVE: Tailim Song Law Firm, Tailim Song & Amy Hsu

REQUEST: An application to renew Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned Subarea 1, within Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with a D-1 Liquor Control Overlay.

SUMMARY: The applicant proposes to continue the sale of alcoholic beverages in conjunction with the currently existing convenience store [Shell].

CPC RECOMMENDATION: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions.

STAFF RECOMMENDATION: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions.

Background:

- The property is currently developed with a 6,120 square feet, one-story structure, of which 4,278 square-foot are used for the general merchandise or food store greater than 3,500 square feet.
- The use of the property in 2012 was a convenience store, motor vehicle fueling station and a car wash. Today, the site is developed with a 6,120 square feet structure with two suites used for a convenience store and office or retail uses.
- On November 14, 2012, the City Council approved SUP No. 1996 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a five-year period with eligibility for additional ten-year periods on the request site.
- Two years later, the applicant requested a new SUP and repeal of SUP No. 1996 due to the fact that the existing structures were demolished and a new one was being built.
- On January 28, 2015, the City Council approved SUP No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet for a two-year period subject to a site plan and conditions on the request site.
- The applicant is requesting to renew SUP No. 2135 to continue the sale of alcoholic beverages in conjunction with the existing convenience store and motor vehicle fueling station. The SUP was set to expire on January 28, 2017 and this application was submitted on January 11, 2017.
- During the field trip, staff found discrepancies with the parking on the site. Two parking spaces had been removed for a pole sign. The applicant submitted a revised site plan to reflect current conditions.

Zoning History: There has been one zoning request in the area within the last five years.

- 1. Z134-350** On January 28, 2015, the City Council approved Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet and repealed SUP No. 1996 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on the subject property.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Buckner Boulevard	Principal Arterial	Variable
Jennie Lee Lane	Local	50 feet

Land Use:

	Zoning	Land Use
Site	Subarea 1 w/in PD No. 366 with D-1 Overlay, SUP No. 2135	Retail
North	Subarea 1 w/in PD No. 366 with D Overlay	Retail
East	R-7.5(A)	Single Family
South	Subarea 1 w/in PD No. 366 with D Overlay	Retail, undeveloped
West	Subarea 1 w/in PD No. 366 with D Overlay	Retail, undeveloped

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The *forwardDallas! Comprehensive Plan* outlines several goals and policies support the applicant's request:

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.3 Support efforts to grow retail and residential opportunities in the Southern Sector.

URBAN DESIGN

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

Land Use Compatibility:

The property is currently developed with a 6,120 square feet, one-story structure, of which 4,278 square-foot are used for the general merchandise or food store greater than 3,500 square feet. The applicant proposes to continue the sale of alcoholic beverages in conjunction with a convenience store and motor vehicle fueling station.

The site is adjacent to single family residential to the east and retail to the south. Surrounding land uses are retail to the north and west.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The proposed use is compatible with the surrounding retail uses. The retail use provides an option for convenience goods to the residents and businesses in the area. The short period of time between renewals will allow staff to evaluate the compatibility of the use and the impact that it might have in the residential properties located to the east of the request site.

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

Parking:

The general merchandise or food store requires one space per 200 square feet for the use plus two spaces for the motor vehicle fueling station. Therefore, the applicant must provide 21 parking spaces for the 4,278 square feet of the convenience store plus the two for the fueling station, for a total of 23. Parking must be provided as shown on the site plan.

Landscaping:

Landscaping is required in accordance with Article X. No new landscaping is triggered by the request.

Police Records:

The police department submitted the following records for the site for the period of January 28, 2015 to March 31, 2017:

Premise	Address	Offense	Total
Convenience Store	2438 S Buckner Blvd.	Criminal Trespass	1
Highway, Street, Alley ETC	2438 S BUCKNER BLVD	Found	2
Convenience Store	2438 S BUCKNER BLVD	Terrorist Threat	1
			4

CPC ACTION:

May 4, 2017

Motion: In considering an application for a renew and amend Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions on property zoned Subarea 1, within Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay, on the southeast corner of South Buckner Boulevard and Jennie Lee Lane, it was moved to **hold** this case under advisement until May 18, 2017.

Maker: Anglin
Second: Houston
Result: Carried: 15 to 0

For: 15 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung*,
Housewright, Schultz, Peadon*, Murphy,
Ridley*, Tarpley

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

Notices:	Area: 200	Mailed: 16
Replies:	For: 1	Against: 0

Speakers: None

May 18, 2017

Motion: In considering an application for a renew and amend Specific Use Permit No. 2135 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions on property zoned Subarea 1, within Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay, on the southeast corner of South Buckner Boulevard and Jennie Lee Lane.

Maker: Anglin
Second: Houston
Result: Carried: 15 to 0

For: 15 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung*,
Housewright, Schultz, Peadon*, Murphy,
Ridley*, Tarpley

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

Notices:	Area: 200	Mailed: 16
Replies:	For: 1	Against: 0

Speakers: None

List of Partners

2438 S. Buckner Blvd., Dallas, Texas 75227

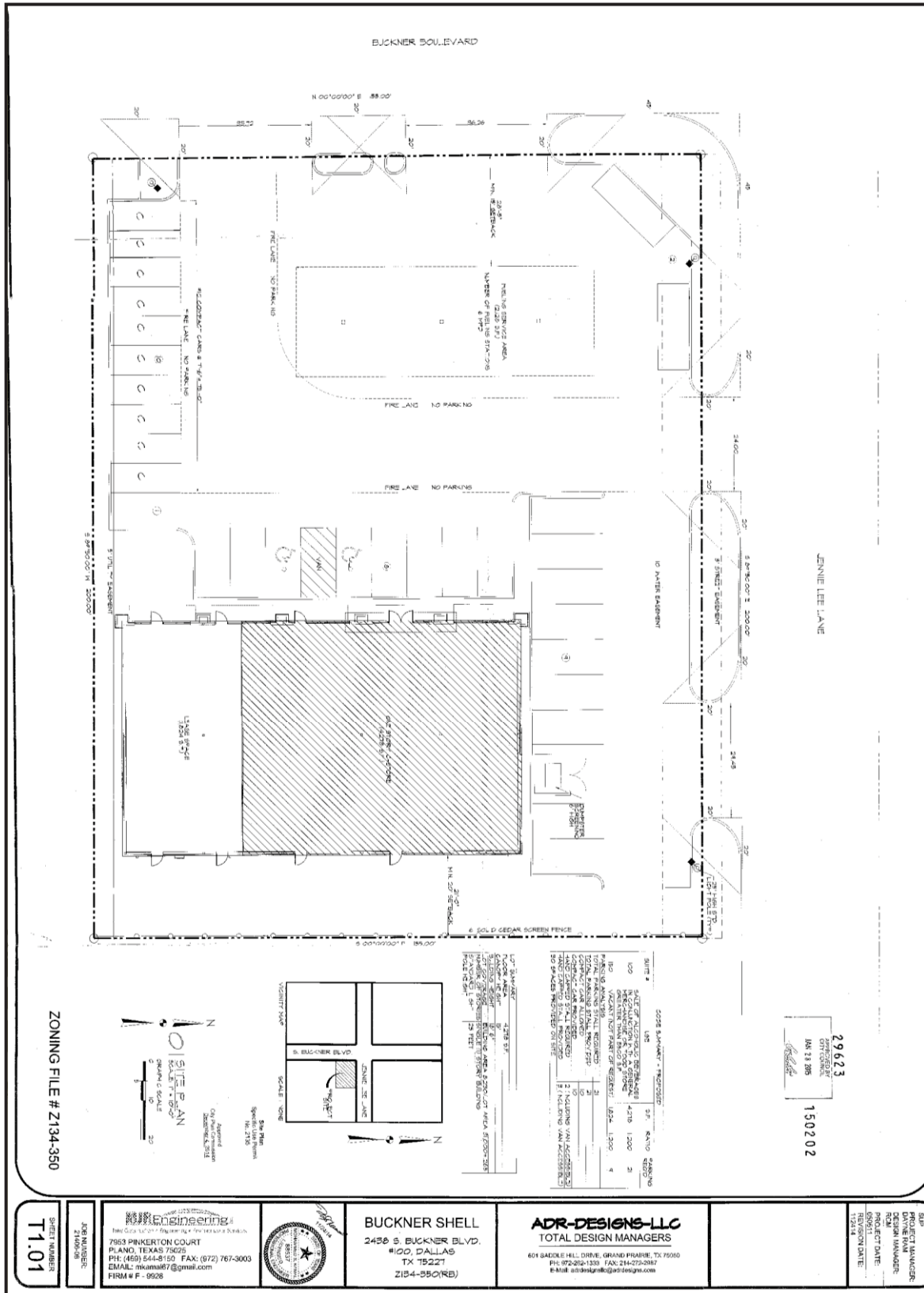
Hooda Corporation, Inc. shareholders are:

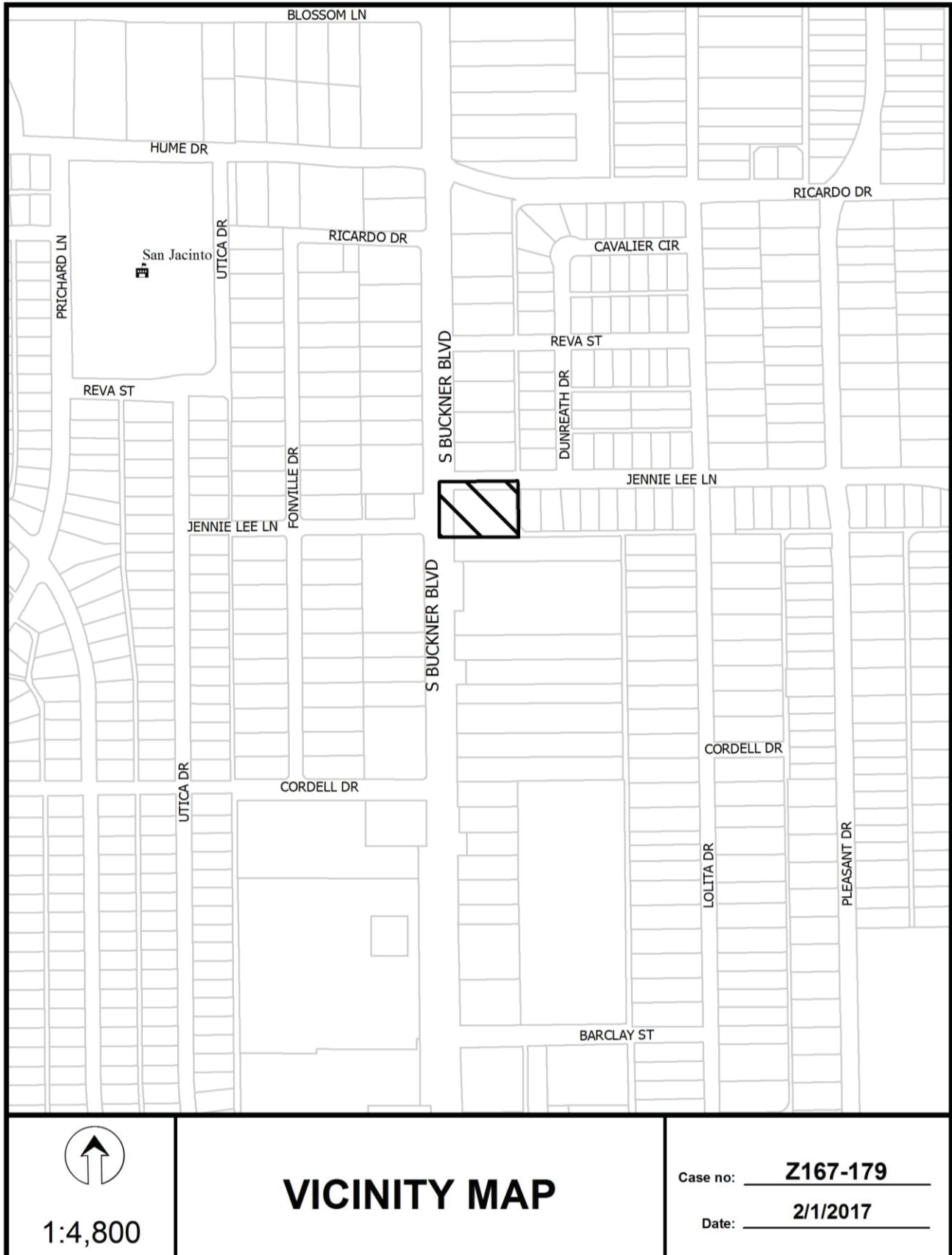
- (1) Jack Hooda 50%
- (2) Iqbal Hooda 50%

**Proposed SUP Conditions
Z167-179**

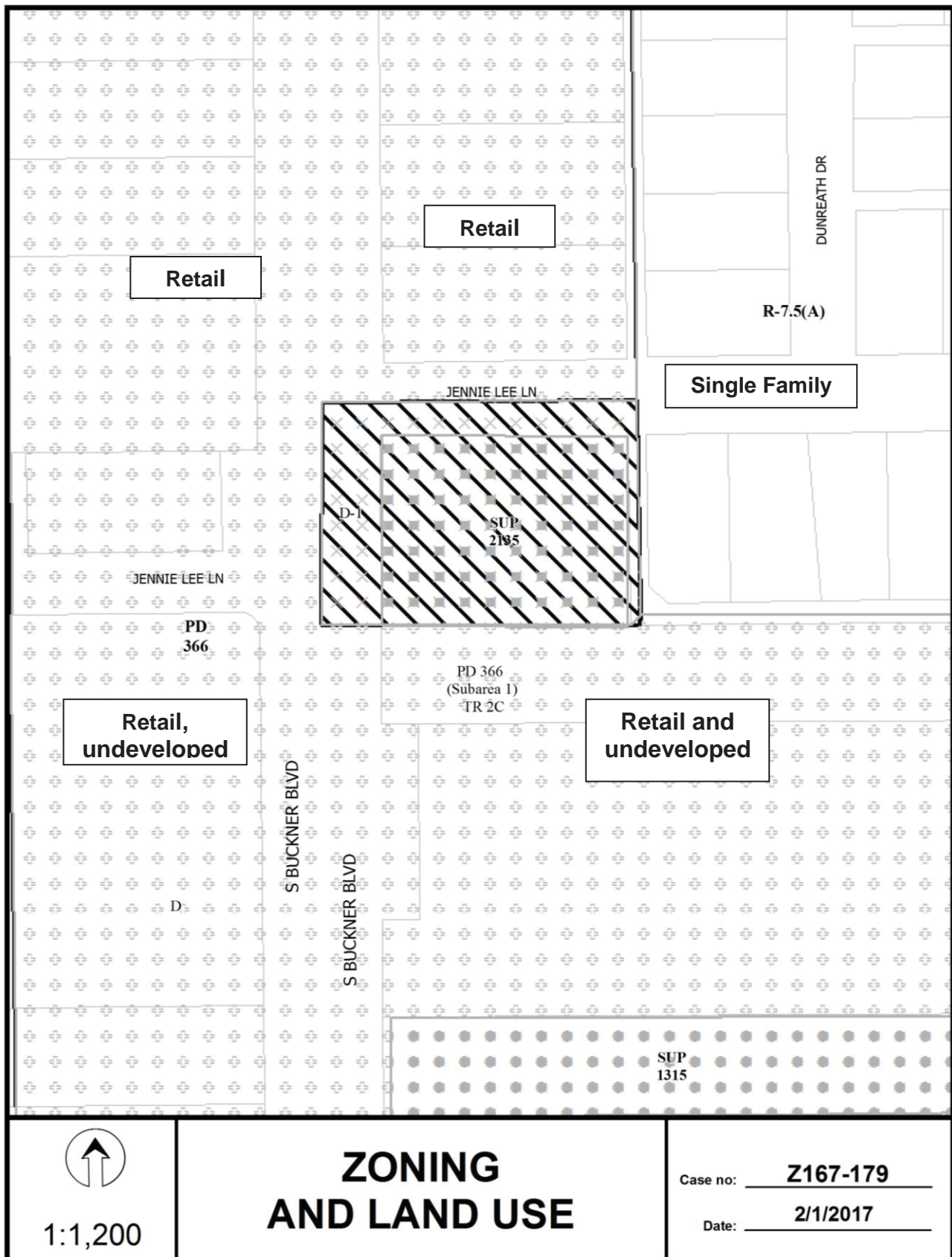
1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (two-years) ~~January 28, 2017.~~ but is eligible for automatic renewal for additional five-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. FLOOR AREA: The maximum floor area is 4,278 square feet.
5. SCREENING: A solid screening fence must be provided where a residential adjacency exists.
6. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance
7. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

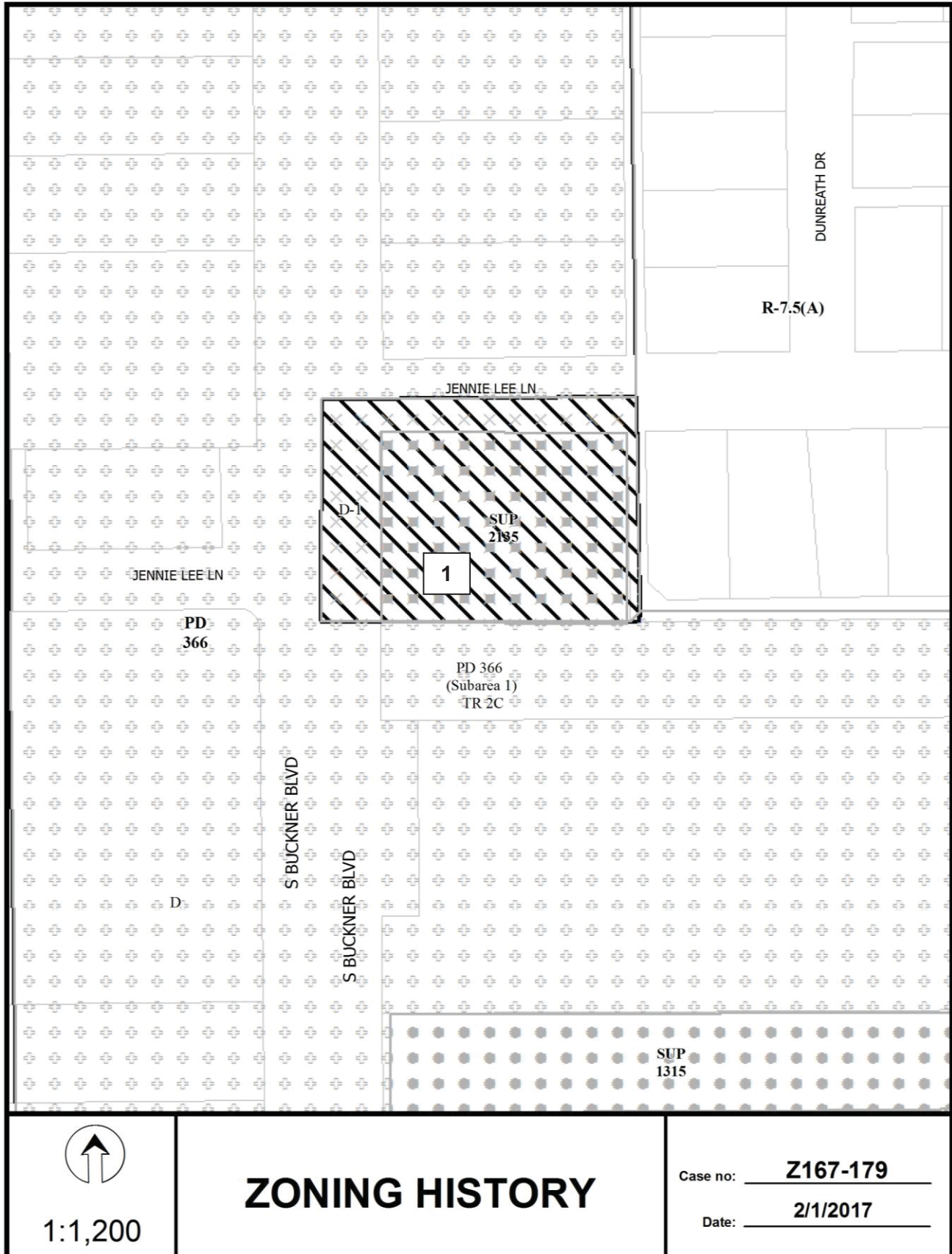
EXISTING SITE PLAN











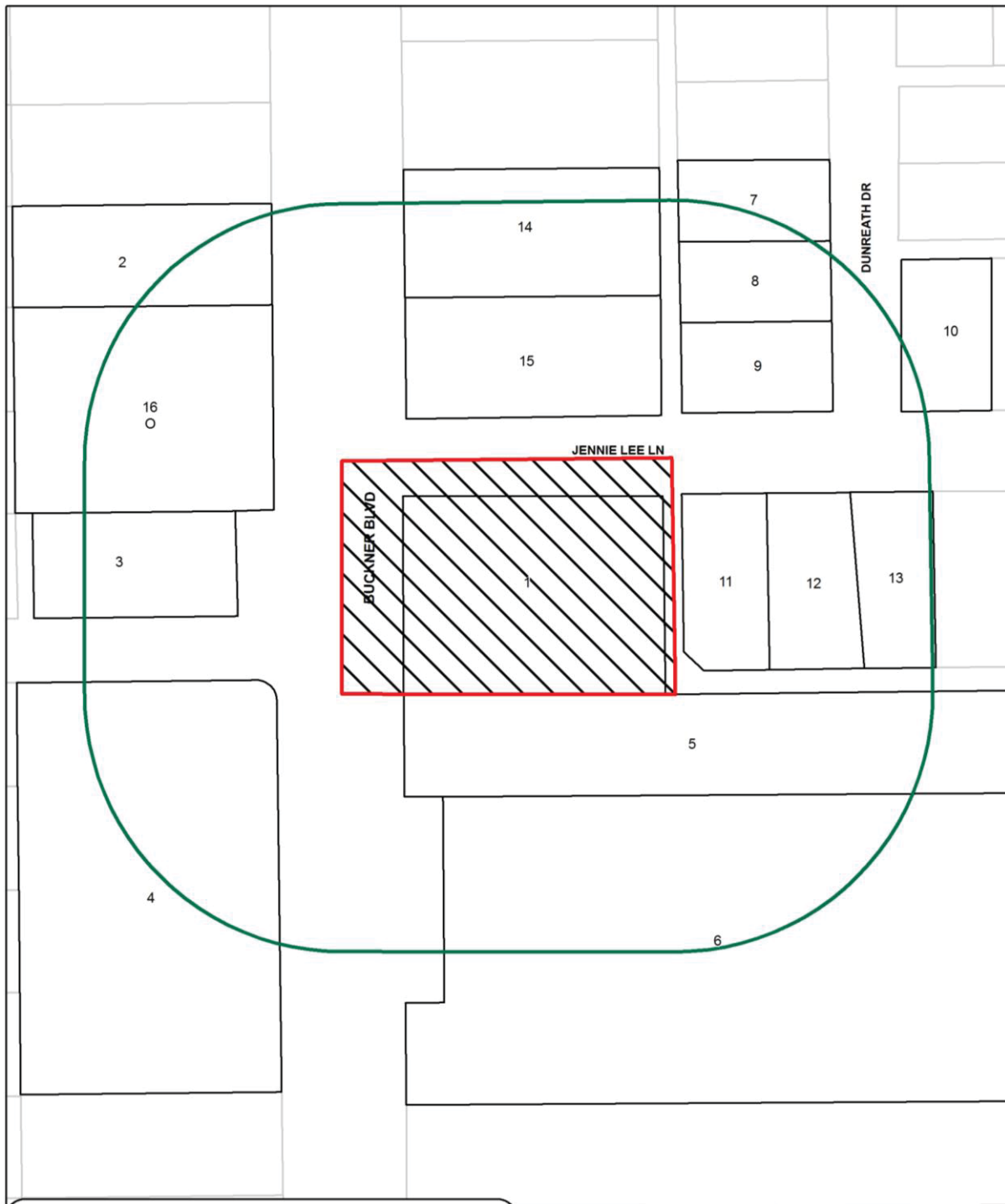
1:1,200

ZONING HISTORY

Case no: Z167-179

Date: 2/1/2017

CPC RESPONSES



<u>16</u>	Property Owners Notified (16 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>5/18/2017</u>	Date

Z167-179
CPC



1:1,200

05/17/2017

Reply List of Property Owners
Z167-179

16 Property Owners Notified***1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	2438 S BUCKNER BLVD	BUCKNER INVESTMENTS LLC
	2	2523 S BUCKNER BLVD	MARTINEZ JUAN J & IRMA G
	3	2501 S BUCKNER BLVD	CNB REAL ESTATE
	4	2423 S BUCKNER BLVD	ALMASS INVESTMENT GROUP LP
	5	2424 S BUCKNER BLVD	ADLEY RON TR &
	6	2414 S BUCKNER BLVD	PALOMA ISABELA INVESTMENTS INC
	7	2515 DUNREATH DR	DUREN JUANITA
	8	2511 DUNREATH DR	CALDERON URIEL
	9	2505 DUNREATH DR	MARTINEZ BRAYAN D
	10	8133 JENNIE LEE LN	CORDERO RAUL &
	11	8118 JENNIE LEE LN	MUSTAFA SANDRA LUHRING
	12	8124 JENNIE LEE LN	PEQUENO JUANITA M ET AL
	13	8128 JENNIE LEE LN	SANDERS W J
	14	2514 S BUCKNER BLVD	2120 24 MS LTD
	15	2506 S BUCKNER BLVD	LCG BUCKNER COMMONS LLC
O	16	2517 S BUCKNER BLVD	RUVALCABA RAMON & GILMA &

AGENDA ITEM # 58

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34 P

SUBJECT

A public hearing to receive comments regarding an application for a Planned Development District for MF-2(A) Multifamily District uses on property zoned an IR Industrial Research District on the northwest line of Kimsey Drive, northeast of Maple Avenue with consideration being given to and an ordinance granting an MF-2(A) Multifamily District

Recommendation of Staff and CPC: Approval of a MF-2(A) Multifamily District in lieu of the requested Planned Development District Z167-223(SM)

FILE NUMBER: Z167-223(SM)

DATE FILED: February 23, 2017

LOCATION: Northwest line of Kimsey Drive, northeast of Maple Avenue

COUNCIL DISTRICT: 2

MAPSCO: 34-P

SIZE OF REQUEST: Approx. 0.34 acres

CENSUS TRACT: 4.06

REPRESENTATIVE: Rob Baldwin

OWNER / APPLICANT: Madison Kimsey Ltd.

REQUEST: An application for a Planned Development District for MF-2(A) Multifamily District uses on property zoned an IR Industrial Research District with consideration being given to an MF-2(A) Multifamily District.

SUMMARY: The applicant proposes to construct a single family development with a shared access easement with 10 dwelling units, increased lot coverage, and decreased guest parking. At the City Plan Commission hearing on May 18, 2017, the applicant has agreed to the recommendation of an MF-2(A) Multifamily District.

CPC RECOMMENDATION: Approval of a MF-2(A) Multifamily District in lieu of the requested Planned Development District.

STAFF RECOMMENDATION: Approval of a MF-2(A) Multifamily District in lieu of the requested Planned Development District.

BACKGROUND INFORMATION:

- The request site previously contained two single family structures at 2703 and 2707 Kimsey Drive.
- The house at 2703 Kimsey Drive was demolished on January 17, 1989 and the house at 2707 Kimsey Drive was demolished on March 11, 2015, according to permit records.
- The request site is currently undeveloped.
- On May 18, 2017, the applicant agreed to the recommendation of an MF-2(A) Multifamily District. Artifacts of the original request for a planned development district are included with this report for reference.

Zoning History: There have been four recent zoning changes requested in the area in the last five years.

1. **Z156-139** On November 12, 2014, at the request of the applicant, the City Council denied an application for an MF-2(A) Multifamily District with deed restrictions volunteered by the applicant without prejudice.
2. **Z123-339** On March 26, 2014, City Council approved a Planned Development District for MF-2(A) Multifamily District uses on property zoned an IR Industrial Research District.
3. **Z145-172** On October 28, 2015, the City Council approved an MF-2(A) Multifamily District with deed restrictions volunteered by the applicant on property zoned an IR Industrial Research District.
4. **Z145-208** On June 10, 2015, the City Council approved a Planned Form District and to repeal Shopfront Overlay No. 2 on property zoned a WMU-8 Walkable Mixed Use District.

STAFF ANALYSIS:

Comprehensive Plan: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The proposed zoning request meets the following goals and objectives of the comprehensive plan:

Land Use Element

Goal 1.1 Align land use strategies with economic development priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

Economic Element

Goal 2.1 Promote balanced growth

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Urban Design

Goal 5.1 Promote a sense of place, safety and walkability

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Neighborhood Plus

Policy 4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation and safety

Policy 5.1 Encourage a wider range of well-designed and affordable housing types as a response to emerging homeownership preferences.

Parking/Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that the street pavement is too narrow to have street parking on both sides of the street as it would block emergency vehicle access. Therefore, the applicant's original request of a planned development district is not recommended because the PDD conditions reduce the parking requirement to two spaces per dwelling units, whereas MF-2(A) District standards would require three spaces for 10 units (or 0.25 per unit). The applicant originally proposed

additional guests will park on the street. Staff does not support this reduction because the street pavement is narrow in width with parking on the street.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Kimsey Drive	Local	50 ft.

Stemmons Corridor - Southwestern Medical District Area Plan:

The request site is within the Stemmons Corridor - Southwestern Medical District Area Plan and primarily complies with the intent of this plan, adopted June 2010. The Plan identifies the request site as being in the Medium Urban Residential Development Block. The Plan intends that this development block encourage a predominance of residential development at a range of urban scales in walkable format and are areas important for increasing the residential base of the area within easy access to jobs. The plan also identifies this development block to contain a diversity of housing options ranging from town homes to medium density apartments/condominiums that range in scale from 2 to 7 stories.

Land Use Compatibility:

Kimsey Drive is developed with a mix of light industrial/office uses, single family uses, and newly constructed multifamily. In the areas further northwest and southwest of the request site along Maple Avenue between Bomar Avenue and on Stutz Drive, redevelopment to multifamily uses of previously a mix of light and heavy industrial (inside) uses with scattered single-family uses has been occurring since approximately 2003. The site is in close proximity to the Inwood DART rail station, though just outside of a half-mile walking distance. The proximity of the DART rail station and the UT Southwestern campus are creating the need for additional housing options.

The applicant originally proposed to construct up to 10 townhouse-style residential dwelling units on 0.34 acres with a maximum of 75 percent lot coverage. However, an MF-2(A) District limits lot coverage to 60 percent of each lot within the shared access development. Both the original PDD request and the MF-2(A) District allows shared access developments to include the shared access drive when calculating lot coverage and Article X requires that 20 percent of the shared access development must be designated as landscape area. Therefore, the original request to increase lot coverage would result in deeper individual lots and overall increased massing of the development than other MF-2(A) District developments.

The originally proposed PDD conditions offered five urban design standards: (1) increase the sidewalk width but the remainder of the block would remain unchanged, (2) the two units nearest Kimsey are required to have pedestrian access to the sidewalk, (3) fencing in the front yard is limited to four feet and must be open which is standard for multifamily districts, (4) two pedestrian lighting standards must be provided, and (5) a vehicular access gate is prohibited. Although the originally proposed urban design standards are not detrimental to surrounding properties, it is staff's position that they do not justify the requested modifications of decreased guest parking and increased lot coverage and therefore recommends denial of the originally proposed planned development district.

However, upon review of the recommendations in the area plan and the existing development pattern of the surrounding properties, staff recognizes the positive benefits of an MF-2(A) Multifamily District. Therefore, the applicant agreed with the City Plan Commission's recommendation of approval of an MF-2(A) Multifamily District in lieu of the originally proposed planned development district because the original request proposes two increases in development rights that are not justified by the original conditions proposed.

Development Standards:

DISTRICT	SETBACKS		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Proposed							
PD Multifamily	15'	15'	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	36'	75%	Proximity Slope	Multifamily, duplex, single family
MF-2(A) Multifamily	15'	15'	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	36'	60%	Proximity Slope	Multifamily, duplex, single family
Existing							
IR Industrial research	15'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail

Landscaping:

Landscaping is required in accordance with Article X of the Dallas Development Code.

CPC Action – May 18, 2017:

Motion: It was moved to recommend **approval** of an MF-2(A) Multifamily District uses on property zoned an IR Industrial Research District, on property on the northwest line of Kimsey Drive, northeast of Maple Avenue.

Maker: Rieves
Second: Ridley
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Ridley

Against: 0
Absent: 4 - Anantasomboon, Schultz, Murphy, Tarpley
Vacancy: 0

Notices: Area: 500 Mailed: 37
Replies: For: 0 Against: 0

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Against: None

Officer Information

Owner/Applicant

Madison Kimsey, Ltd
6116 Central Expressway – Suite 510
Dallas, Texas 75206

John D. Gourly, President
Robert Teeter, Vice President

APPLICANT'S ORIGINAL PROPOSED PD CONDITIONS
Not applicable with the MF-2(A) District recommended by CPC

ARTICLE ____.

PD ____.

SEC. 51P-____.101. LEGISLATIVE HISTORY.

PD ____ was established by Ordinance No.____, passed by the Dallas City Council on ____.

SEC. 51P- _____.102. PROPERTY LOCATION AND SIZE.

PD ____ is established on property located the northwest line of Kimsey Drive, east of Maple Avenue. The size of PD ____ is approximately 0.34 acres.

SEC. 51P- _____.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a residential zoning district.

SEC. 51P- _____.104. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit ____A: conceptual plan.
- (2) Exhibit ____B: development plan.

SEC. 51P- _____.105. CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan (Exhibit ____A). If there is a conflict between the text of this article and the conceptual plan, the text of this article controls.

SEC. 51P- _____.106. DEVELOPMENT PLAN.

For single family uses, a final plat may serve as the development plan. For all other uses, development and use of the Property must comply with the development plan (Exhibit ____B). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P- _____.107. MAIN USES PERMITTED.

The only main uses permitted are those main uses permitted in the MF-2(A) Multifamily District, subject to the same conditions applicable in the MF-2(A) Multifamily District, as set out in Chapter 51A. For example, a use permitted in the MF-2(A) Multifamily District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the MF-2(A) Multifamily District is subject to DIR in this district; etc.

SEC. 51P- _____.108. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

SEC. 51P- _____.109. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the MF-2(A) Multifamily District apply.

(b) Lot coverage. Maximum lot coverage is 75 percent.

SEC. 51P- _____.110. OFF-STREET PARKING AND LOADING.

(a) In general. Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(a) Guest parking in shared access developments. A minimum of one guest parking space is required for each five dwelling units.

SEC. 51P- _____.111. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- _____.112. URBAN DESIGN.

- (a) The sidewalks along Kimsey Drive must be six feet in width.
- (b) Dwelling units that front on Kimsey Drive must have a direct pedestrian connection to the public sidewalk.
- (c) Gates across driveways are prohibited.
- (d) Fencing between the street facing facade and the front property line is limited to four feet in height and cannot be a solid fence.
- (e) A minimum of two pedestrian scale light fixtures are required along Kimsey Drive.

SEC. 51P- _____.113. LANDSCAPING.

- (a) Landscaping must be provided in accordance with Article X.
- (b) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- _____.114. SIGNS.

Signs must comply with the provisions for non-business zoning districts in Article VII.

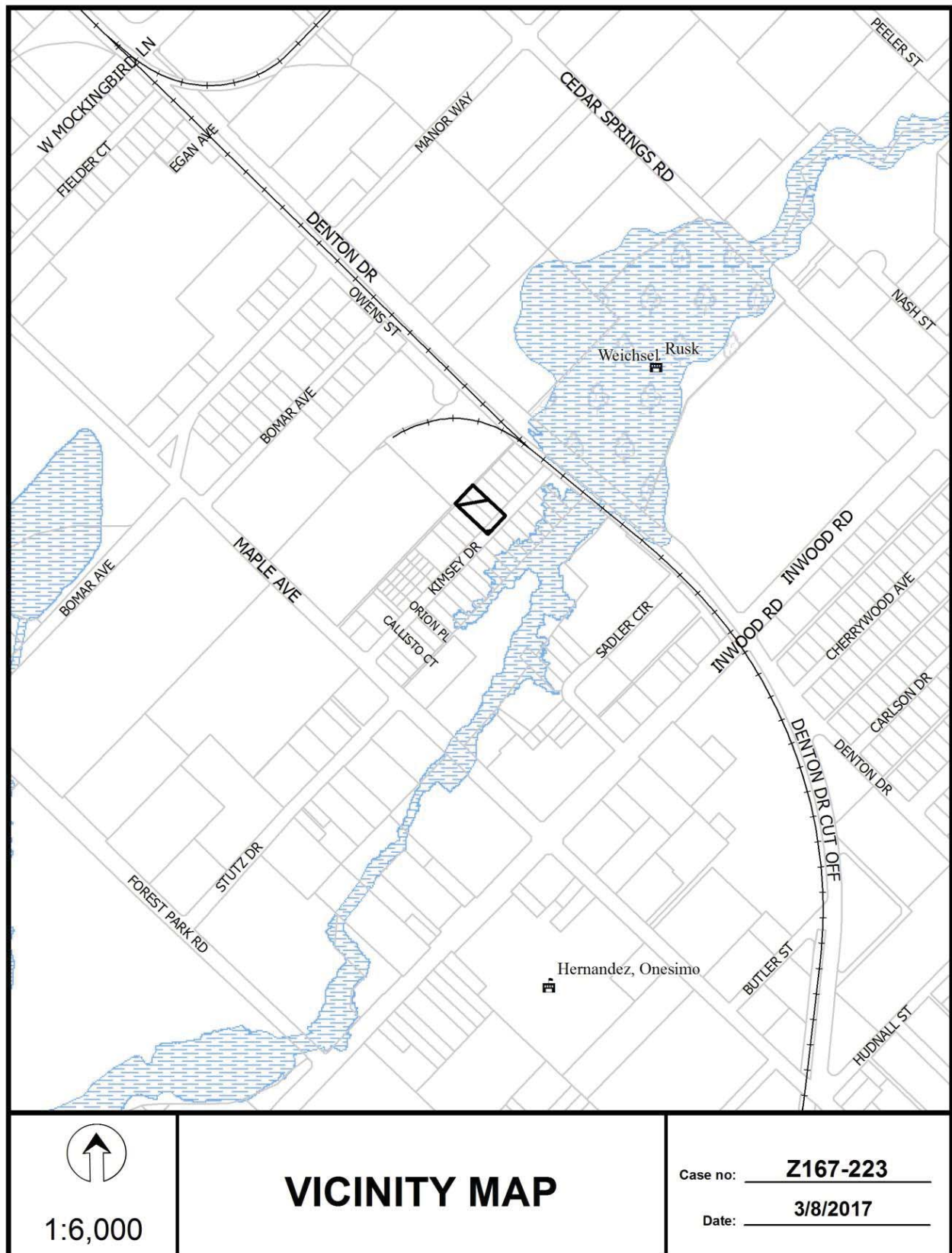
SEC. 51P- _____.115. ADDITIONAL PROVISIONS.

- (a) The Property must be properly maintained in a state of good repair and neat appearance.
- (b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

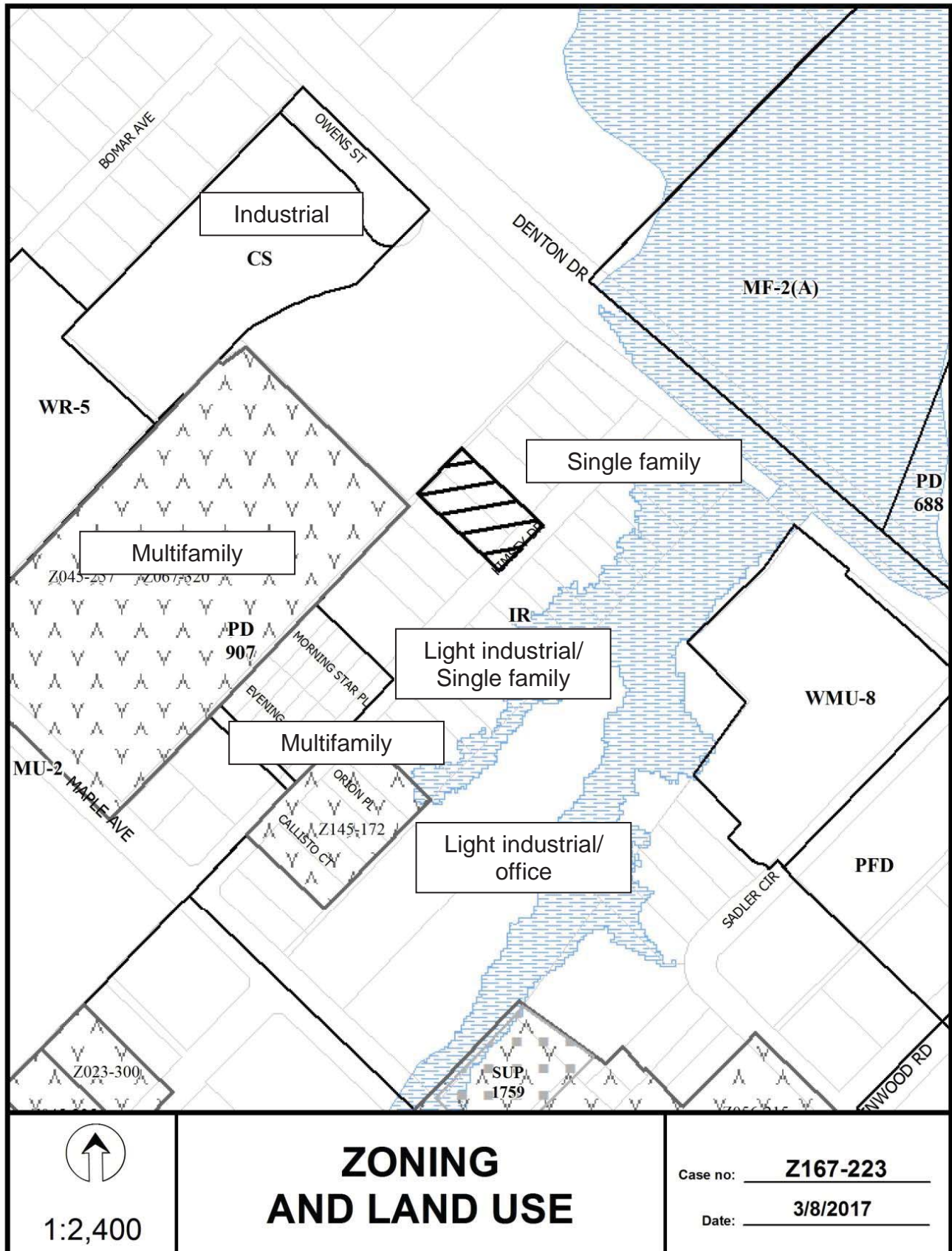
SEC. 51P- _____.116. COMPLIANCE WITH CONDITIONS.

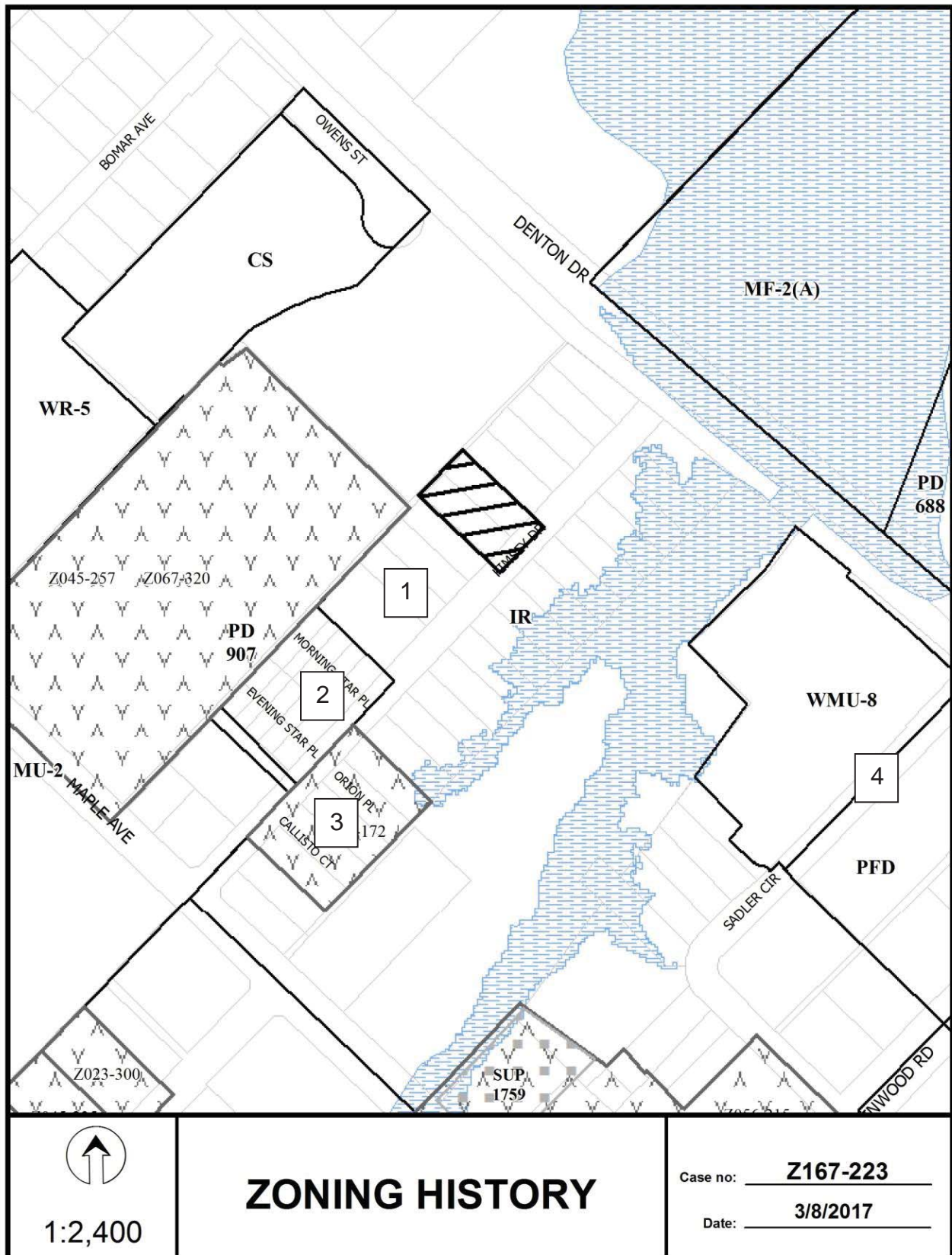
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

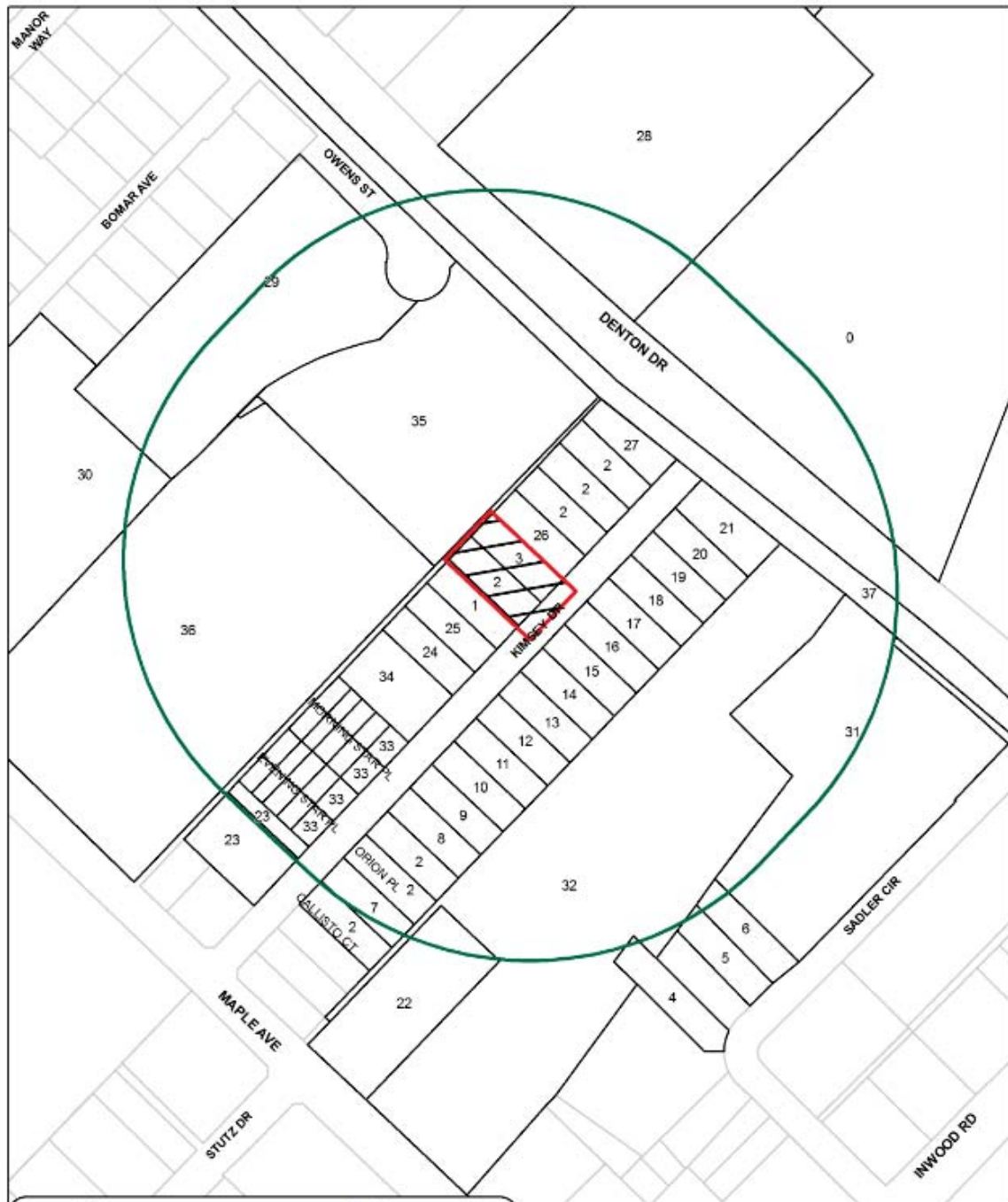








CPC Responses



<u>37</u>	Property Owners Notified (65 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>500'</u>	Area of Notification
<u>5/18/2017</u>	Date

Z167-223
CPC

N
W E
S
1:2,400

05/17/2017

Reply List of Property Owners***Z167-223******37 Property Owners Notified******0 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2627	KIMSEY DR	ALDAPE GABRIELA
2	2512	KIMSEY DR	MADISON KIMSEY LTD
3	2707	KIMSEY DR	MADISON KIMSEY LTD
4	5719	SADLER CIR	FEASTER NANCY H
5	5723	SADLER CIR	RPLB PPTIES 1 LTD
6	5725	SADLER CIR	PARKER JERRY L
7	2518	KIMSEY DR	MADISON KIMSEY LTD
8	2602	KIMSEY DR	PERKINS JANIE L
9	2606	KIMSEY DR	COPELAND D K
10	2610	KIMSEY DR	MADISON KIMSEY TLD
11	2614	KIMSEY DR	SOLIS MARTHA M
12	2618	KIMSEY DR	HEED CYNTHIA LOUISE
13	2622	KIMSEY DR	MARTINEZ ALEXANDER C &
14	2626	KIMSEY DR	MACMAHON PAUL
15	2702	KIMSEY DR	PATTERSON DAVID C ETAL
16	2706	KIMSEY DR	PORTILLO SOCORRO H LIFE ESTATE
17	2710	KIMSEY DR	CORONADO JOSE & ANA M
18	2714	KIMSEY DR	PECINA DAGOBERTO R &
19	2718	KIMSEY DR	SOTO GERARDO
20	2722	KIMSEY DR	WHITE ORCHID HOLDING CO
21	2724	KIMSEY DR	WHITE ORCHID HOLDING CO
22	5800	MAPLE AVE	GAS PIPE INC
23	2517	KIMSEY DR	RED BARN HOLDINGS LP
24	2619	KIMSEY DR	RUBIN CANDACE &
25	2623	KIMSEY DR	VASQUEZ ALICIA GLAFIRA
26	2711	KIMSEY DR	PECINA DAGOBERTO &

Z167-223(SM)

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	2727	KIMSEY DR	DALLAS AREA RAPID TRANSIT
28	6000	DENTON DR	JB WILLIAMS INVESTMENTS LLC
29	6115	OWENS ST	6115 DENTON LLC
30	6162	MAPLE AVE	CENTENNIAL 6162 LP
31	5747	SADLER CIR	FAIRFIELD SADLER LLC
32	5760	MAPLE AVE	ADLER PROPERTY CO LLP
33	5917	EVENING STAR PL	WEEKLEY HOMES LLC
34	2611	KIMSEY DR	WINE MAISON LLC
35	6025	OWENS ST	CALVARY BEN
36	6008	MAPLE AVE	AMLI 6008 MAPLE AVENUE LLC
37	555	2ND AVE	DART

AGENDA ITEM # 59

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 53 W; X

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District on the northwest corner of West Kiest Boulevard and Coombs Creek Drive

Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions Z167-229(SM)

FILE NUMBER: Z167-229(SM)

DATE FILED: February 27, 2017

LOCATION: Northwest corner of West Kiest Boulevard and Coombs Creek Drive

COUNCIL DISTRICT: 3

MAPSCO: 53-W; X

SIZE OF REQUEST: Approx. 5.39 acres

CENSUS TRACT: 108.05

APPLICANT: Branch Towers LLC

REPRESENTATIVE: Hart Mason & Associates Inc., Hart Mason

OWNER: New Life Bible Fellowship of Dallas

REQUEST: An application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned an R-7.5(A) Single Family District.

SUMMARY: The applicant proposes to construct a 100 foot stealth monopole tower or cellular communication. The tower will be a maximum height of 100 feet and will include a five-foot lightning rod for a total height not to exceed 105 feet above ground level. [T-Mobile]

CPC RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The site is currently developed with a church that was constructed in 1980, according to Dallas Central Appraisal District Records.

Zoning History: There have been no recent zoning changes requested in the area in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Thoroughfare Dimension
West Kiest Boulevard	Principal Arterial	Minimum-6 lanes-divided, 100' ROW
Coombs Creek Drive	Local	100' ROW

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not impact the surrounding street system for the proposed development.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies supporting or opposing the request.

Land Use Compatibility:

The proposed location of the monopole tower abuts the edge of a surface parking area for an existing church; the remainder of the site contains natural sloping vegetation. The area of request is proposed to contain a 1,500-square-foot lease area that will contain a "Mono Elm" stealth monopole tower for cellular communication that is designed to resemble an elm tree. The monopole will be 100 feet tall with a five-foot lightning rod atop the monopole and a total maximum height of 105 feet. The applicant has designed the proposed monopole at the minimum height necessary to provide the desired coverage to surrounding properties.

The immediate surrounding area is residential in nature and contains a significant amount of tree canopy and flood plain. There are no tall structures or poles in the immediate vicinity however; the mature canopy trees to the north provide a buffer between the closest residential structure and the proposed monopole.

Because the site is located in an R-7.5(A) Single Family District and a tower/antenna for cellular communication is categorized as a utility and public service use, residential proximity slope (RPS) height restrictions and the maximum structure height in the zoning district do not apply. However, a one-to-three slope, similar to RPS, can be utilized as a tool to consider height compatibility with surrounding uses and structures.

In order for the proposed 105-foot tall tower to comply with a one foot in height for every three feet in distance, it must be placed 315 feet away. The closest residential structure to the proposed monopole is approximately 152 feet to the northwest. However, the majority of the area between the proposed monopole location and the alley separating the adjacent residential neighborhood consists of natural sloping vegetation with mature canopy trees that will remain undisturbed with this application. Although the proposed monopole exceeds a 1:3 slope to the neighboring residential properties, staff supports the request because the proposed monopole is compatible with the adjacent natural vegetation that also serves as a buffer and screening element to the proposed tower.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Although the applicant's request exceeds residential proximity slope height restrictions by 49 feet, the proposed stealth "mono elm" monopole tower is somewhat consistent with the adjacent vegetated area. Staff recommends approval because the monopole is disguised as a tree which lessens the negative visual impact of the monopole tower on

surrounding properties and contributes to the welfare of adjacent properties because it increases the utility of cellular communication capacity to the surrounding properties.

Parking:

Parking will be provided in accordance to the parking requirements in the Dallas Development Code, as amended, which is one space if the cellular communication tower/antenna has an auxiliary building housing electronic and communication equipment (“auxiliary building”) greater than a 120 square feet. The auxiliary building is less than 120 square feet, therefore no parking is triggered by the development of this use.

Landscaping:

In general, landscaping must be provided in accordance with the landscaping requirements in Article X, as amended. Per the current proposal, the area of request will not be required to provide landscaping because less than 2,000 square feet of non-permeable surface will be installed.

Notification Area:

On January 13, 2016, the City Council approved an amendment to the Development Code regarding tower/antenna for cellular communication use. One provision pertains to the notification area and requires written notification of the public hearing on an application for an SUP for a tower/antenna for cellular communication to all real property within 500 feet of the building site on which the tower/ antenna for cellular communication will be located.

As a result of the amendment, the SUP will be placed on the larger 5.39-acre tract of land, and the notification area will extend from this boundary rather than from border of the 2,025-square foot lease area of the tower/antenna for cellular communication.

CPC Action – May 18, 2017:

Motion: It was moved to recommend **approval** of a Specific Use Permit for a tower/antenna for cellular communication for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions with a modification to require the tower to resemble a tree and to strike the language “or another structure” from the stealth condition on property zoned an R-7.5(A) Single Family District on the northwest corner of West Kiest Boulevard and Coombs Creek Drive.

Maker: Anglin
Second: Shidid
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Ridley

Against: 0
Absent: 4 - Anantasomboon, Schultz, Murphy, Tarpley
Vacancy: 0

Notices: Area: 500 Mailed: 61
Replies: For: 3 Against: 6

Speakers: For: Hart Mason, 4017 Courtshire Dr., Dallas, TX, 75229
Malcolm Tyree, 334 Omaha Ln., Duncanville, TX, 75116
Jared Jedet, 6534 Whorton St., Houston, TX, 77055
For (Did not speak): Dishant Shah, 7668 Warren Pkwy., Frisco, TX, 75035
Against: None

List of Officers

Applicant:

Branch Towers, LLC / Branch Communications, LLC

Peppertree Capital Telecom Tower Fund, LP, Member

Curtis Branch, President and Member

Ryan D. Lepene, Secretary

Jared Ledet, Vice-President

Mark Kesner, Vice-President

David Wells, Vice-President

Owner:

New Life Bible Fellowship of Dallas

Jose Rodriguez, Elder, Chairman

Jim Brase, Elder, Vice Chairman

Keith Smelser, Elder, Secretary

Dick Johns, Treasurer

Jason Gallihe, Elder

Malcolm Tyree, Pastor

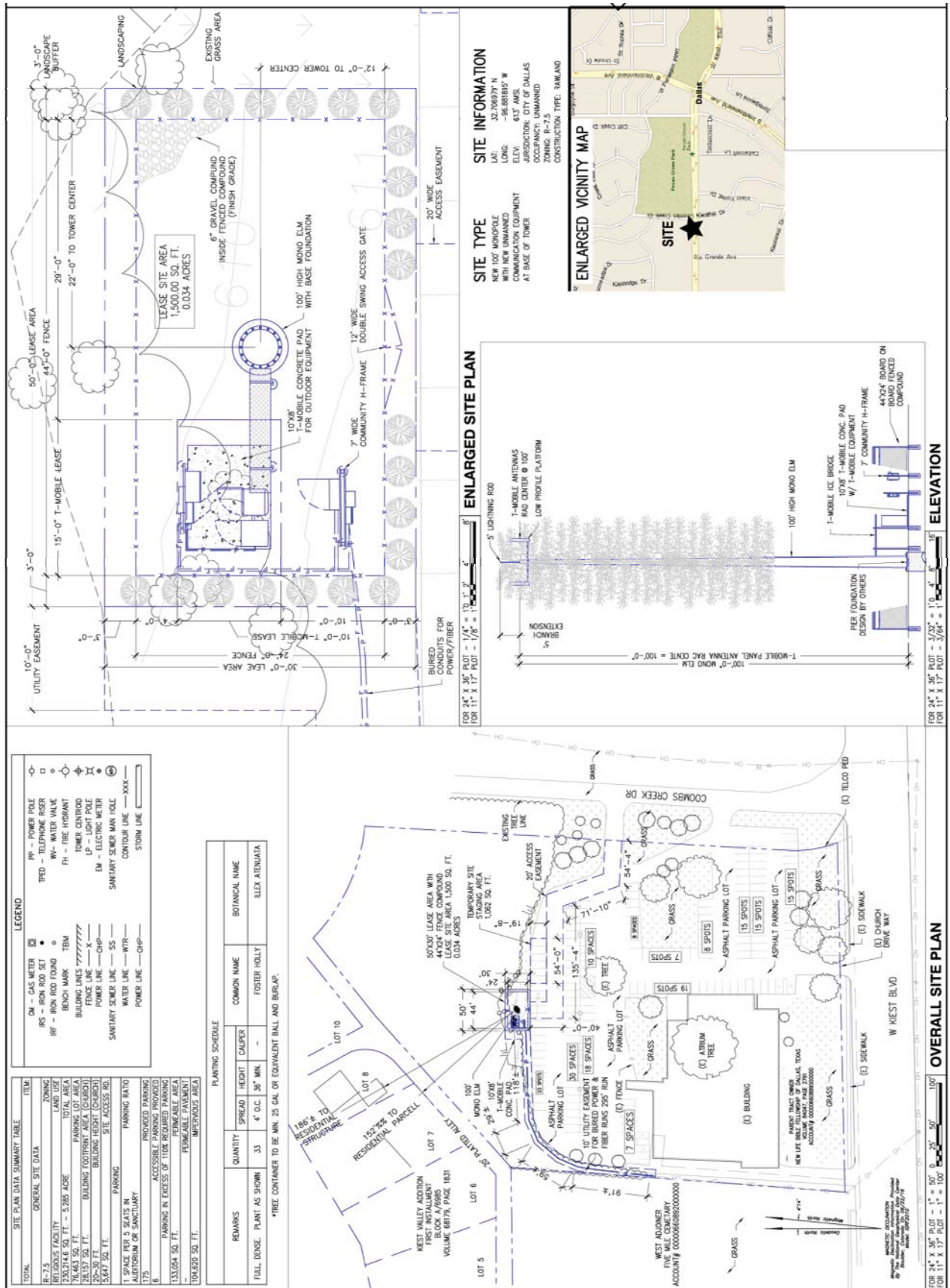
Carlos Lamelas, Pastor

**CPC Recommended SUP Conditions
Z167-229 (SM)**

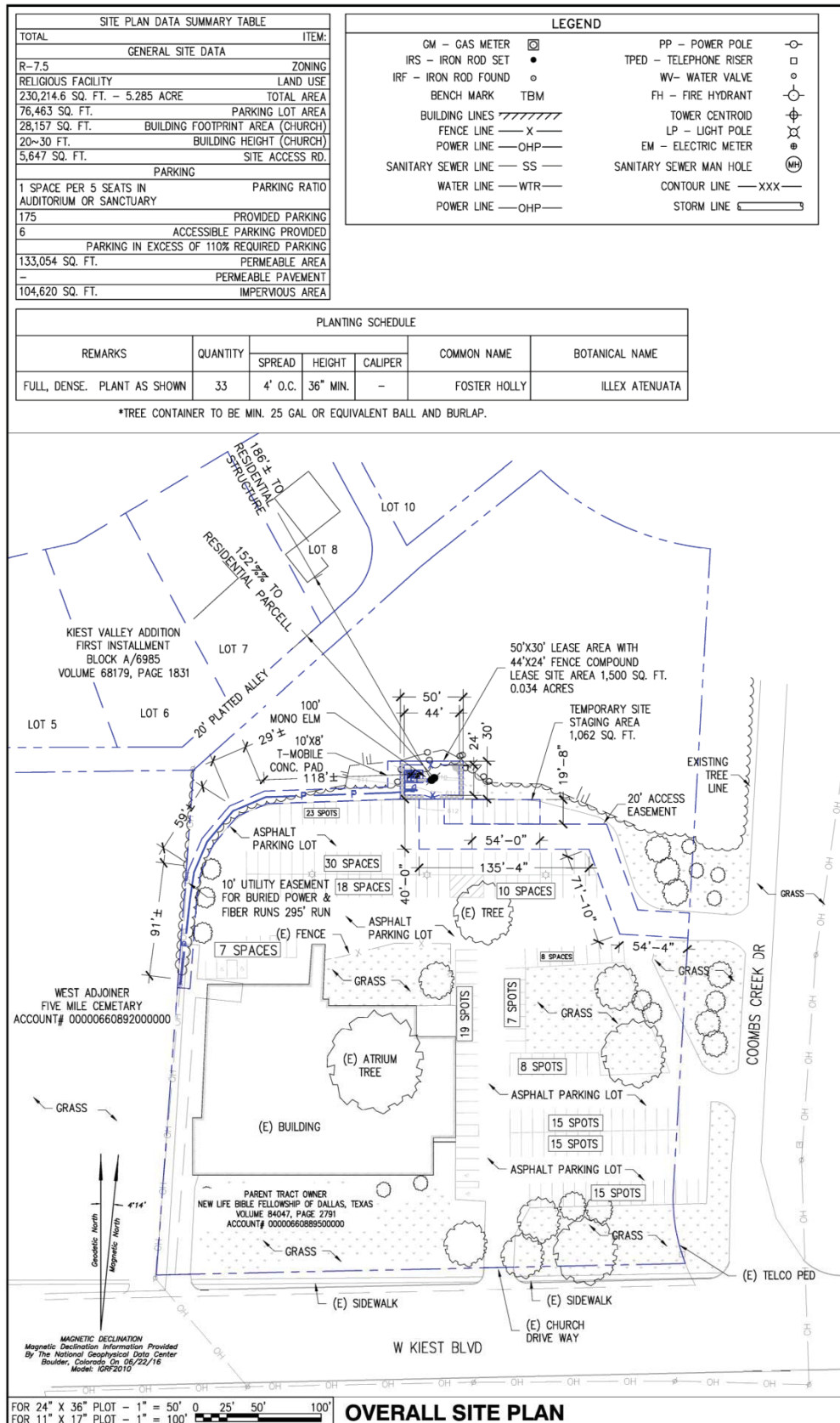
1. USE: The only use authorized by this specific use permit is a tower/antenna for cellular communication.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan and elevation.
3. TIME LIMIT: This specific use permit expires on (ten years from the passage of the ordinance), but is eligible for automatic renewal for additional ten-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. COLLOCATION: Any tower/antenna support structure must be constructed to support the antenna arrays for at least two other wireless communications carriers. The tower/antenna support structure must be made available to other wireless communication carriers upon reasonable terms.
5. HEIGHT:
 - A. The maximum total height of a tower/antenna for cellular communication is 105 feet.
 - B. The maximum height of the pole portion of the tower is 100 feet.
 - C. The maximum height of the lightning rod is five feet.
6. SCREENING:
 - A. The lease area must be screened by an eight-foot-tall board-on-board wooden fence and secured by a 12-foot-tall access gate in the location shown on the attached site plan.
 - B. The lease area fence must be screened by a solid shrub row as shown on the attached site plan.

7. STEALTH DESIGN: The tower/antenna for cellular communication must be constructed with a stealth design where the pole portion resembles a tree and the platform is concealed within the overall vertical design of the tower.
8. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
9. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

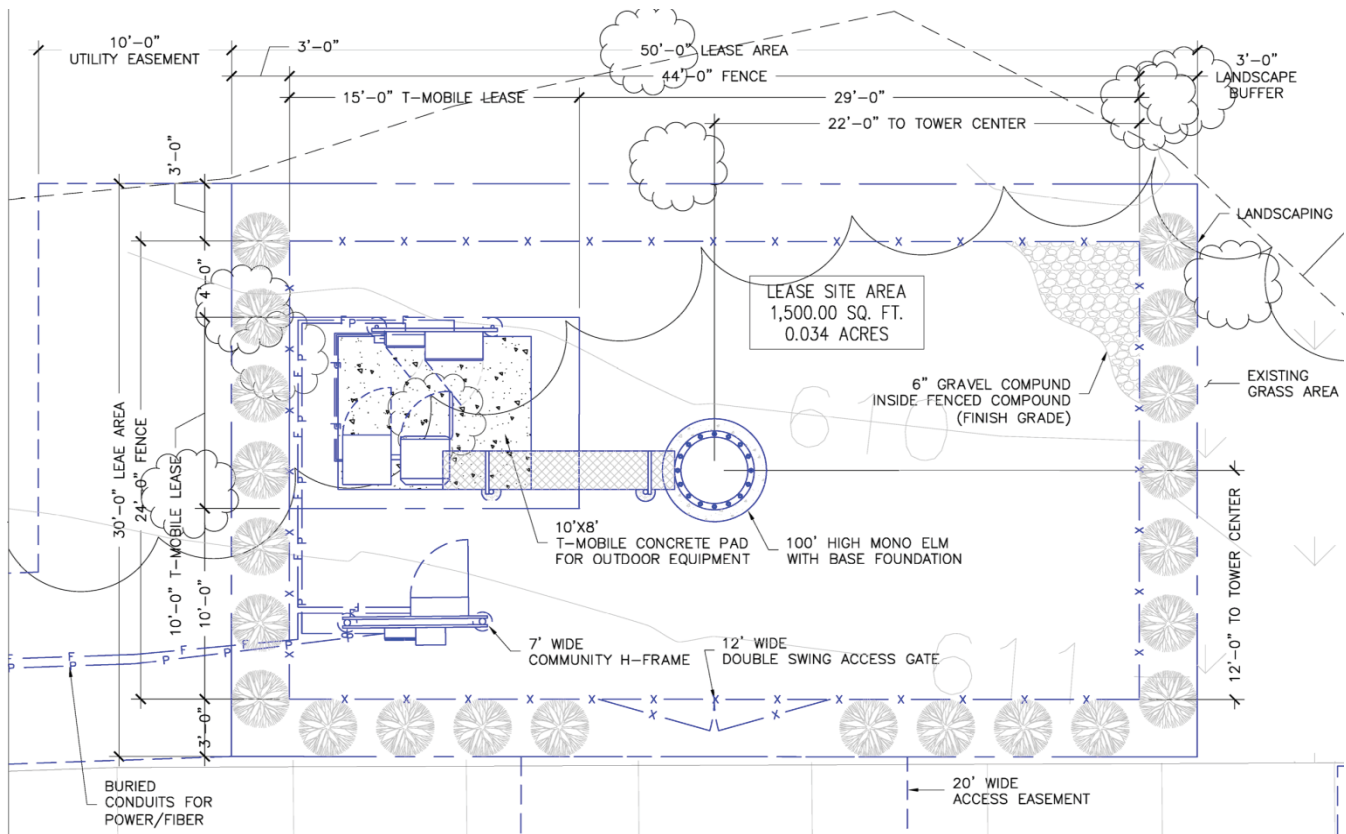
CPC RECOMMENDED SITE PLAN



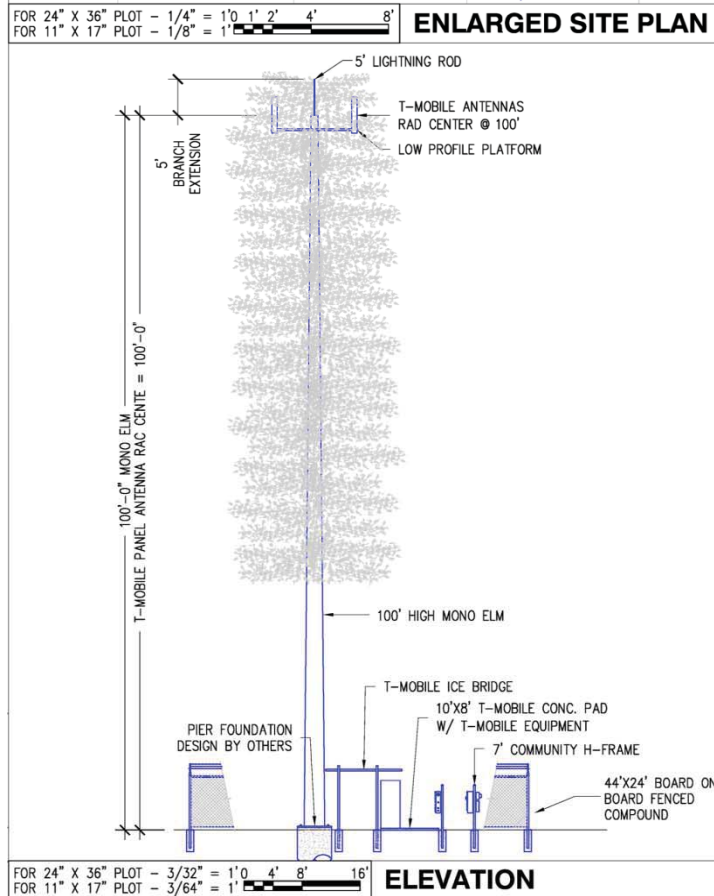
CPC RECOMMENDED ENLARGED OVERALL SITE PLAN



CPC RECOMMENDED ENLARGED SITE PLAN



ENLARGED SITE PLAN

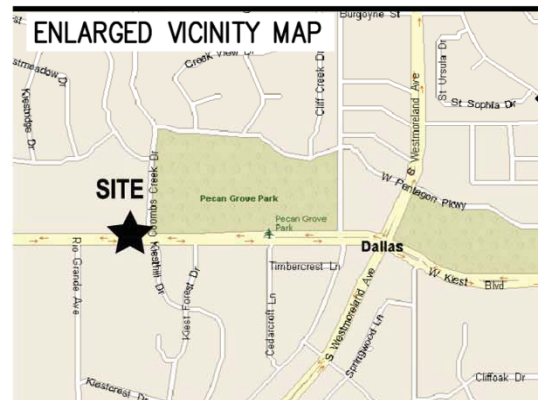


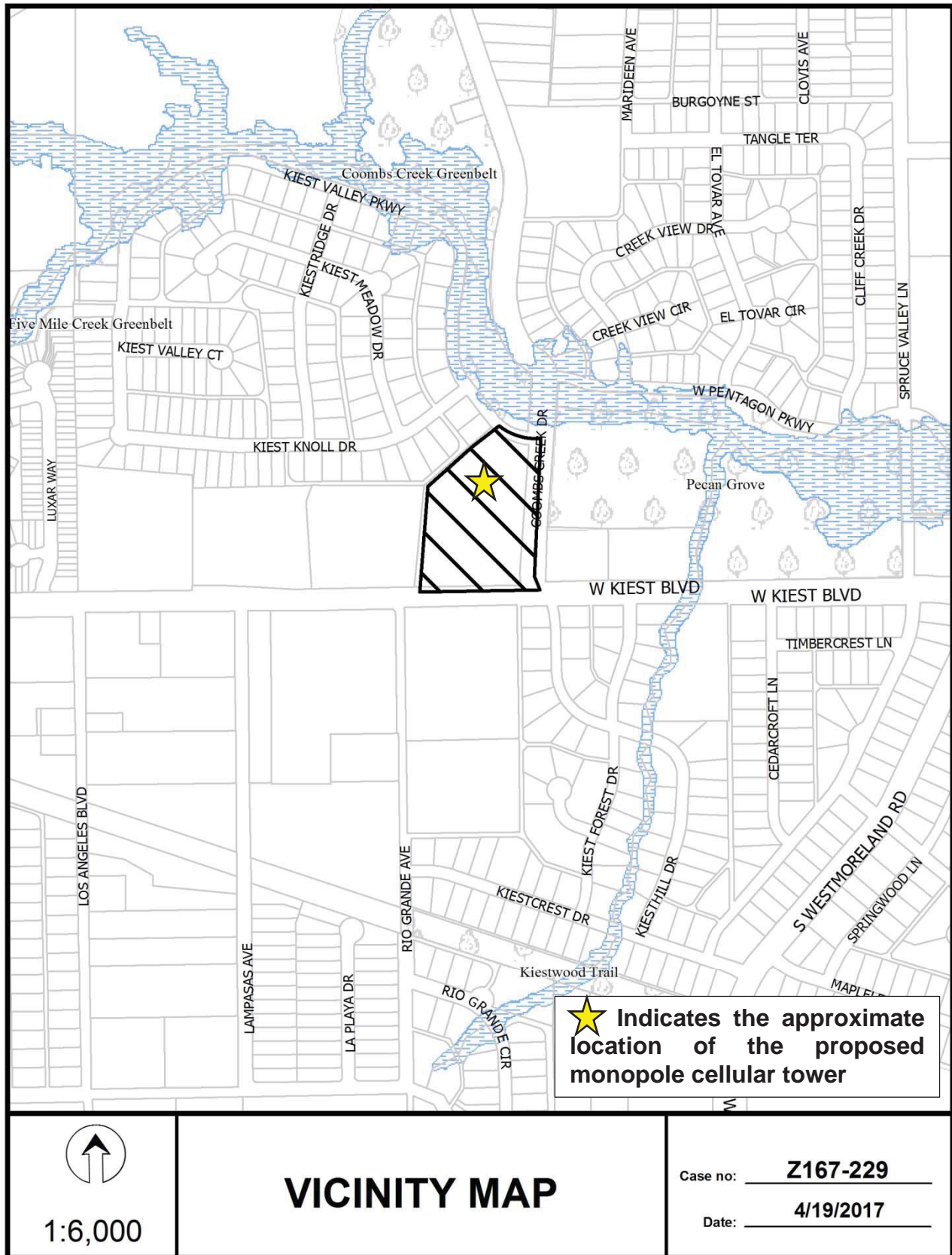
SITE TYPE

NEW 100' MONOPOLE
WITH NEW UNMANNED
COMMUNICATION EQUIPMENT
AT BASE OF TOWER

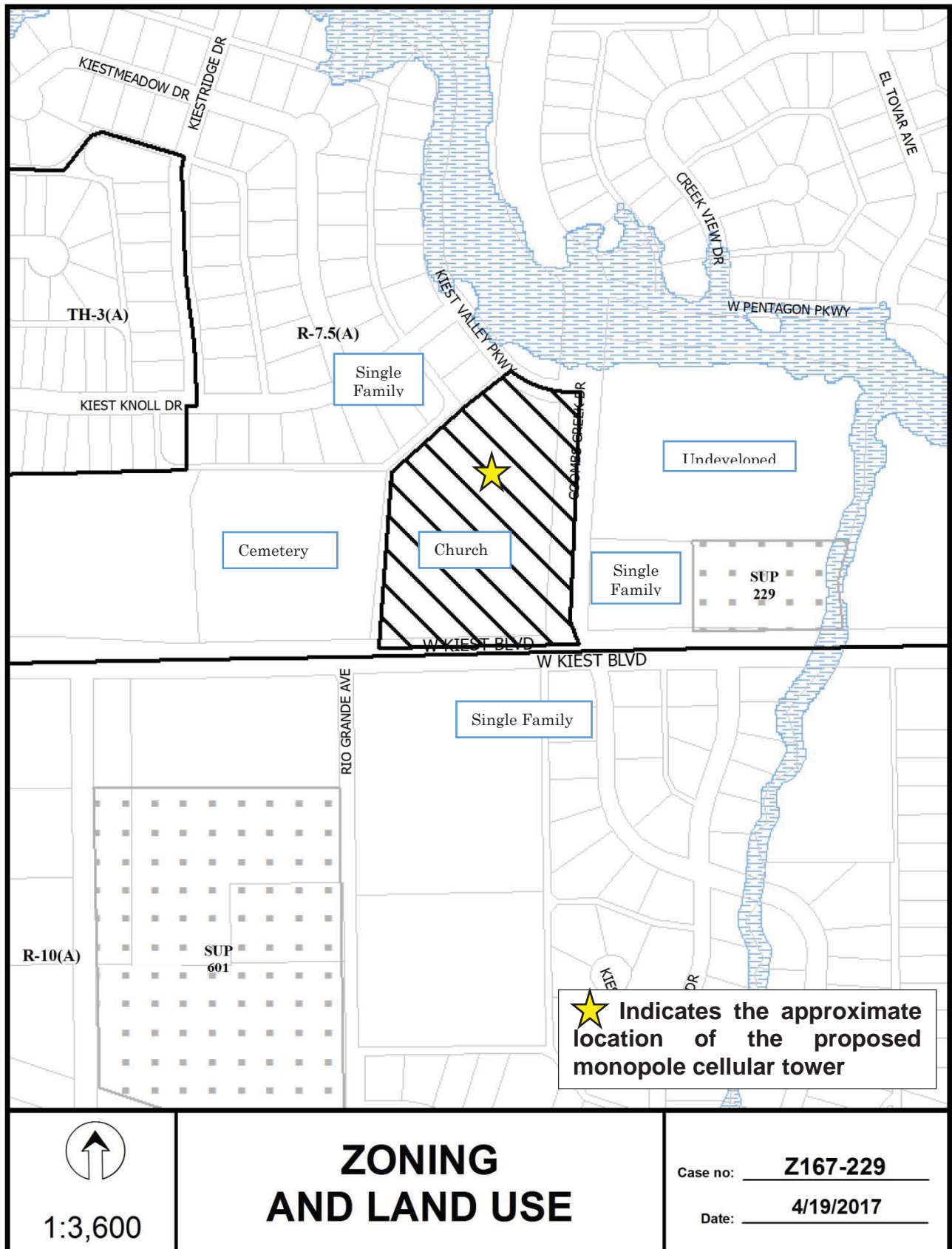
SITE INFORMATION

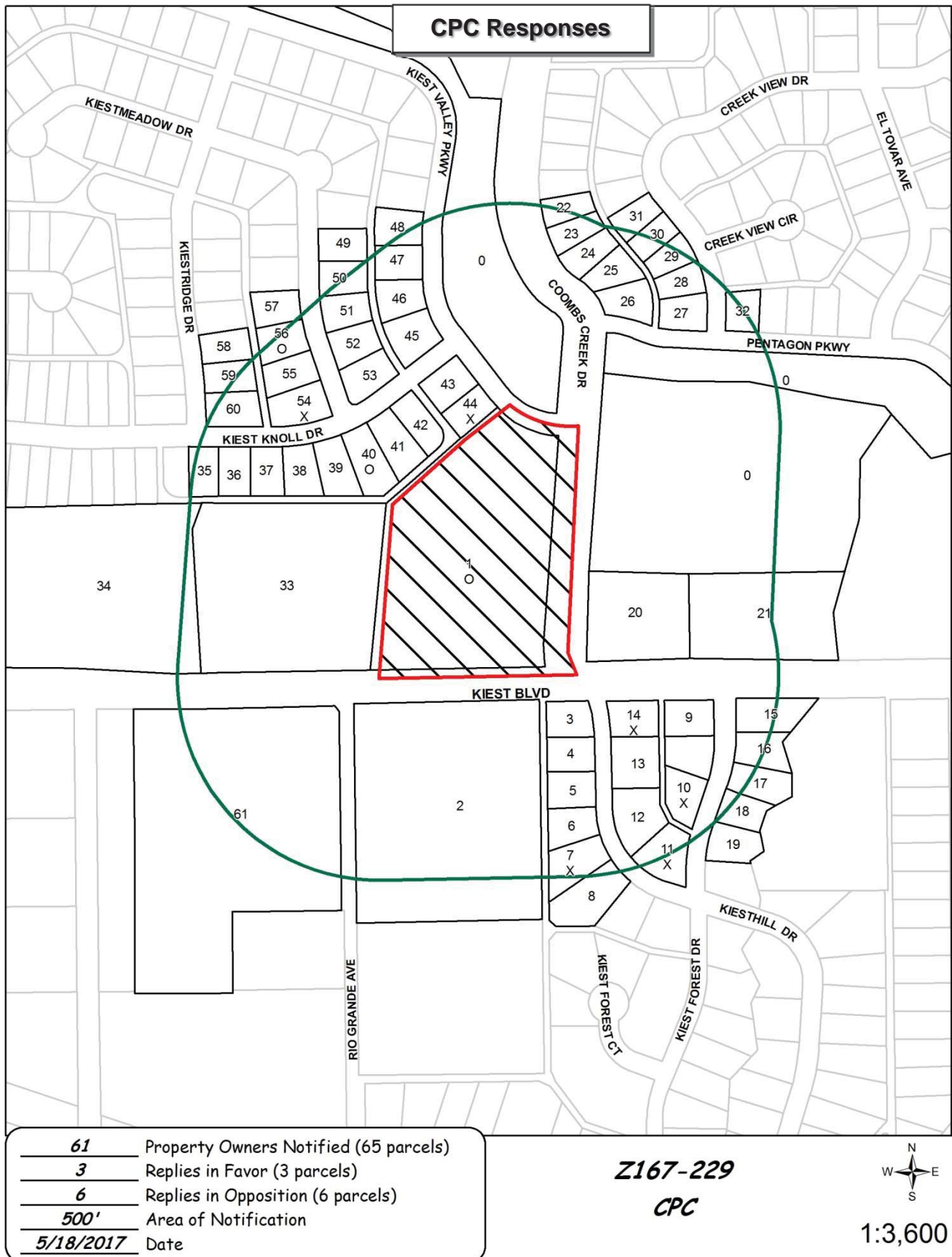
LAT: 32.706979° N
LONG: -96.881895° W
ELEV: 613' AMSL
JURISDICTION: CITY OF DALLAS
OCCUPANCY: UNMANNED
ZONING: R-7.5
CONSTRUCTION TYPE: RAWLAND











05/17/2017

Reply List of Property Owners***Z167-229******61 Property Owners Notified******3 Property Owners in Favor******6 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	2900 W Kiest Blvd	NEW LIFE BIBLE FELLOWSHIP OF DALLAS
	2	3700 W Kiest Blvd	LA ACADEMIA DE ESTRELLAS
	3	3207 Kiesthill Dr	EDWARDS RAY P & ANGELA H
	4	3209 Kiesthill Dr	GRANT JAMES J & LOTTIE J
	5	3215 Kiesthill Dr	MARTINEZ ROBERT & STEPHAN
	6	3219 Kiesthill Dr	BLAKELY RALPH WAYNE &
X	7	3225 Kiesthill Dr	SETTLE DONALD S & CHRISTA
	8	3229 Kiesthill Dr	MARTIN GEORGE N EST OF
	9	3205 Kiest Forest Dr	ESQUIVEL MARY
X	10	3221 Kiest Forest Dr	SIMPSON TODD E III
X	11	3236 Kiesthill Dr	SMITH BOBBY L SR
	12	3232 Kiesthill Dr	DAY JAMES PATRICK
	13	3210 Kiesthill Dr	BROWN MILTON JR & SUSAN
X	14	3208 Kiesthill Dr	RITCHIE MYRA ELLIS
	15	3206 Kiest Forest Dr	GRIX KATIE
	16	3212 Kiest Forest Dr	NICHOLAS RONALD LEWIS
	17	3216 Kiest Forest Dr	LEDBETTER CRAIG
	18	3222 Kiest Forest Dr	SHELBY DONNYE S & SIBYL G
	19	3228 Kiest Forest Dr	STOKES WAYNE
	20	3174 Coombs Creek Dr	JENSEN STANLEY
	21	3555 W Kiest Blvd	OAK CLIFF WMS CB TR FOUND
	22	3078 Coombs Creek Dr	VILLAJUANA FRANCISCO &
	23	3082 Coombs Creek Dr	ANDERSON PERRY & AYANA
	24	3086 Coombs Creek Dr	STACEY VIRGINIA C EST OF
	25	3090 Coombs Creek Dr	PATTERSON FRANCIS D
	26	3094 Coombs Creek Dr	COOK ANTHONY WAYNE

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	3621 CREEK VIEW DR	CARRILLO ALEJANDRO PINA
	28	3615 CREEK VIEW DR	WARNER JAMES WILLIAM
	29	3609 CREEK VIEW DR	JOHNSON MORRIS
	30	3603 CREEK VIEW DR	JOHNSON ROSIE LEE
	31	3559 CREEK VIEW DR	GILMORE DAVID L EST OF
	32	3527 W PENTAGON PKWY	VALLADAREZ NATIVIDAD
	33	3801 W Kiest BLVD	FIVE MILE CEMETERY
	34	3839 W Kiest BLVD	UNITARIAN UNIVERSALIST
	35	3756 Kiest KNOLL DR	HILL CONNIE A BROOKS
	36	3750 Kiest KNOLL DR	MCGEE TIMOTHY L & SKYLER C
	37	3744 Kiest KNOLL DR	BOWMAN CLARENCE E SR
	38	3738 Kiest KNOLL DR	GEE ALICE MARIE &
	39	3732 Kiest KNOLL DR	MIDDLETON VIVIAN
O	40	3726 Kiest KNOLL DR	MILLER MICHAEL STEWART LIVING
	41	3720 Kiest KNOLL DR	BUNN DONNA
	42	3714 Kiest KNOLL DR	PRUITT LOIS E
	43	3720 Kiest VALLEY PKWY	WASHINGTON IRMA H
X	44	3714 Kiest VALLEY PKWY	WILK DAVID &
	45	3724 Kiest VALLEY PKWY	MIDDLETON VIVIAN D
	46	3730 Kiest VALLEY PKWY	COMBS SABRINA L
	47	3738 Kiest VALLEY PKWY	MATHEWS GREGORY C &
	48	3742 Kiest VALLEY PKWY	DELEON CRISTOBAL &
	49	3827 KiestMEADOW DR	TREVINO RAUL &
	50	3823 KiestMEADOW DR	ROSS ALBERT E JR
	51	3819 KiestMEADOW DR	NEWSOM LESTER M
	52	3811 KiestMEADOW DR	BETTS ROBERT & DORIS HARRISON
	53	3805 KiestMEADOW DR	HOUSTON SUDDIE ALENA
X	54	3806 KiestMEADOW DR	CAMERON LEONARD D &
	55	3812 KiestMEADOW DR	KING HILDA
O	56	3818 KiestMEADOW DR	FIGUEROA HECTOR &
	57	3824 KiestMEADOW DR	DELOACH ROBERT E

Z167-229(SM)

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	3066 KIESTRIDGE DR	GARY CLARENCE E & KATE
	59	3072 KIESTRIDGE DR	BUTLER RONALD HOWARD
	60	3078 KIESTRIDGE DR	LEWIS JAMES O
	61	3822 W KIEST BLVD	CLIFFWOOD CHURCH CHRIST

AGENDA ITEM # 60

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 76 L

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Services District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an A(A) Agricultural District, south of Telephone Road, east of Travis Trail

Recommendation of Staff: Approval

Recommendation of CPC: Approval, subject to deed restrictions volunteered by the applicant

Z167-243(KK)

FILE NUMBER: Z167-243(KK)

DATE FILED: March 8, 2017

LOCATION: South of Telephone Road, east of Travis Trail

COUNCIL DISTRICT: 8

MAPSCO: 76-L

SIZE OF REQUEST: Approx. 13.39 acres

CENSUS TRACT: 167.03

APPLICANT/ OWNER: Quincy Roberts/Q. Roberts Trucking Inc.

REPRESENTATIVE: Land Use Planning & Zoning Services, Elsie Thurman

REQUEST: An application for a CS Commercial Services District on property zoned an A(A) Agricultural District.

SUMMARY: The applicant proposes to operate a commercial motor vehicle parking lot on a portion of the area of request. The remainder of the site will remain undeveloped. The applicant volunteered deed restriction at the City Plan Commission public hearing to prohibit commercial truck ingress and egress to the Property from Travis Trail.

CPC RECOMMENDATION: Approval, subject to deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: Approval

BACKGROUND INFORMATION:

- The request site is currently zoned an A(A) Agricultural District and is generally located at Telephone Road and Travis Trail, north of Wintergreen Road, east of Bonnie View Road, and west of Van Horn Drive.
- The reason for this request is the applicant proposes to legalize the current operation of a commercial motor vehicle parking lot. The applicant has been operating on this site since 2014 without a Certificate of Occupancy.
- The land use of commercial motor vehicle parking lot is defined as a retail use in the Dallas Development code. This land use is allowed by right in the CS Commercial Services District.
- The proposed CS Commercial Services District would add a multitude of new uses, most notably including office, lodging, and retail and personal service uses.
- The applicant volunteered deed restriction to prohibit commercial truck ingress and egress to the Property from Travis Trail.

Zoning History:

- 1. Z167-253:** An application was filed on March 23, 2017 for a general zoning change to an IM Industrial Manufacturing District and an SUP for a commercial motor vehicle parking lot on property zoned an A(A) Agricultural District. This application is pending June 28, 2017, City Council hearing.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Telephone Road	Substandard	40 ft.
Travis Trail	Substandard	40 ft.

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed zoning change will not have a detrimental impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	A(A)	Commercial Motor Vehicle Parking
North	A(A)	Undeveloped and Single Family
South	PDD No. 761 (LI)	Undeveloped
East	A(A)	Undeveloped and Illegal Commercial Use
West	A(A)	Single Family and Undeveloped

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

1.2.1.1 Use the Vision Illustration and Building Blocks as a general guide to shape zoning and land use concepts, while also considering site specific and area specific issues. Site specific zoning cases must consider relevant policy statements contained within the Policy Plan, such as environmentally sensitive land, the site's proximity to the edge of a Building Block and appropriate transitions between Building Blocks.

The Vision identifies the area as an Industrial Building Block. Industrial Areas, which offer important employment opportunities, occupy large areas of land and usually are near major roads and heavy rail lines. This request is characteristic of the building block in that it will provide a service to the mix of low- and medium-density industrial buildings and industrial yards supporting the Southport and the Agile Port, parts of West Dallas along I-30, and the Stemmons industrial area.

The request complies with the following land use goals and policies of the Comprehensive Plan:

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.4 Support efforts to expand targeted business and industry development within the Southern Sector.

Policy 2.2.4 Focus on logistics-related jobs for the expansion of employment opportunities, particularly in the Southern Sector.

Dallas' future development opportunities and much of the projected growth capacity lie in the Southern Sector, offering a great opportunity to guide development and direct economic activity. The vast majority of vacant land in the city is located in the Southern Sector. As such, developments similar to this are necessary in order to promote and encourage efforts for continued investment in these underutilized areas of the city.

Land Use Compatibility:

The applicant's request to change the zoning is to legalize the current operation of a commercial motor vehicle parking lot. The applicant stated that this use has been operating on this site beginning in 2014 without a Certificate of Occupancy.

The area of request is currently zoned an A(A) Agricultural District. This purpose of this district as defined in the Dallas Development Code, Section 51A-4.111(1), states that there exists in certain fringe areas of the city, land which is presently used for agricultural purposes and to which urban services are not yet available. These lands should appropriately continue to be used for agricultural purposes until needed for urban purposes in conformity with the orderly growth of the city. It is anticipated that all of the A(A) district area will be changed to other urban zoning categories as the area within the corporate limits of Dallas becomes fully developed.

The proposed CS Commercial Services District is described as being for the development of commercial and business serving uses that may involve outside storage, service, or display. This district is not intended to be located in areas of low and medium density residential development

The proposed CS Commercial Service District would allow by right the land use of commercial motor vehicle parking. This land use is defined in the Dallas Development Code, Section 51A-4.210(8.1), as a facility for the temporary, daily, or overnight parking of commercial motor vehicles as defined in the use regulations for a truck stop, and/or motor vehicle with two or more rear axles such as trucks, truck tractors, and similar vehicles, for no charge or for a fee, regardless of whether that fee is charge

independently of any other use on the lot, if the parking is not accessory to a main use on the lot. This land use is allowed by right in CS, LI, IR, and IM districts.

The proposed CS Commercial Service District is complimentary to the existing LI Light Industrial District to the northwest and the light industrial planned development to the south, PDD No. 761 (LI), The Dallas Logistics Port Special Purpose District. The property to the east of the area of request has applied for a general zoning change for the same land use. The Building Inspection Division of Sustainable Development and Construction is currently reviewing plans and permits for a 700,000 square foot warehouse complex located in PDD No. 761 (LI), The Dallas Logistics Port Special Purpose District. The surrounding zoning changes, established zoning districts, current land uses, and proposed development would all be agreeable to the CS Commercial Services District and the current illegal land use.

The surrounding land uses consist of a single family dwelling to the north, undeveloped land and an illegal commercial use to the east, undeveloped land to the south, single family dwellings, undeveloped land, and another illegal commercial use to the west. The area of request is fully surrounded by A(A) Agricultural District with LI Light Industrial District to the northwest, and PDD No. 761 (LI), The Dallas Logistics Port Special Purpose District, to the south.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
A(A) Agricultural	50'	20' SY 50' RY for Single Family 10' RY for Other	N/A	24'	10% for res structure; 25% for non-res	N/A	Residential, Agricultural, Utility and Public Service
Proposed							
CS Commercial Service	15' where adj to expressw ay or thoroughfa re	No Min.; adj to res 20'	0.5 for office, lodging, retail; 0.75 for all uses combined	45' RPS	80%	Residential Proximity Slope	Institutional, Lodging, Office, Retail, Wholesale uses

Parking:

Pursuant to the Dallas Development Code, off-street parking must be provided in accordance with Division 51A-4.200. There is no required parking for the land use of a commercial motor vehicle parking. Any accessory or other main uses established on the site will have to meet the requirements for those specific land uses per the Dallas Development Code.

Z167-243(KK)

Landscaping:

Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended.

CPC Action

May 18, 2017

Motion I: It was moved to recommend **approval** of a CS Commercial Services District on property zoned an A(A) Agricultural District, south of Telephone Road, east of Travis Trail.

Maker: Haney
Second: Davis
Result: Failed: 6 to 6

For: 6 - Houston, Davis, Mack, Haney, Jung, Peadon

Against: 6 - Anglin, Rieves, Shidid, Housewright, Murphy, Ridley
Absent: 3 - Anantasomboon, Schultz, Tarpley
Vacancy: 0

Motion II: It was moved to recommend **approval** of a CS Commercial Services District with deed restrictions volunteered by the applicant to prohibit ingress to and egress from Travis Trail on property zoned an A(A) Agricultural District, south of Telephone Road, east of Travis Trail.

Maker: Haney
Second: Shidid
Result: Carried: 11 to 1

For: 11 - Anglin, Rieves, Houston, Davis, Shidid, Haney, Mack, Jung, Peadon, Murphy, Ridley

Against: 1 - Housewright
Absent: 3 - Anantasomboon, Schultz, Tarpley
Vacancy: 0

Notices: Area: 400 Mailed: 18
Replies: For: 1 Against: 1

Speakers: For: Quincy Roberts, 6455 Dixie Garden Ct, Dallas, TX, 75236
Elsie Thurman, 9406 Biscayne Blvd., Dallas, TX, 75218
Against: Anayeli Rubio, 9631 Travis Trl., Dallas, TX, 75241

Z167-243(KK)

List of Partners/Principals/Officers

Officer/Owner:

Q. Roberts Trucking Incorporated
Quincy Roberts

APPLICANT VOLUNTEERED DEED RESTRICTIONS

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
COUNTY OF DALLAS) KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Q. Roberts Trucking Incorporated, a Limited Liability Company ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the William H. Newton Survey, Abstract No. 1074, City Block 2/8317, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Frederick C. Anderson, Instrument Numbers: 201400117943 by deed dated May 14, 2014, and recorded in Volume 13, Page 1, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BLOCK 2/8317, LOTS 1-29 AND 31 AND ADJACENT TRACT IN BLOCK 8317, WILLIAM H. NEWTON SURVEY, ABSTRACT NO. 1074 OF THE PIONEER ESTATES OF THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13, PAGE 1, MAP RECORDS, DALLAS COUNTY, TEXAS.

II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

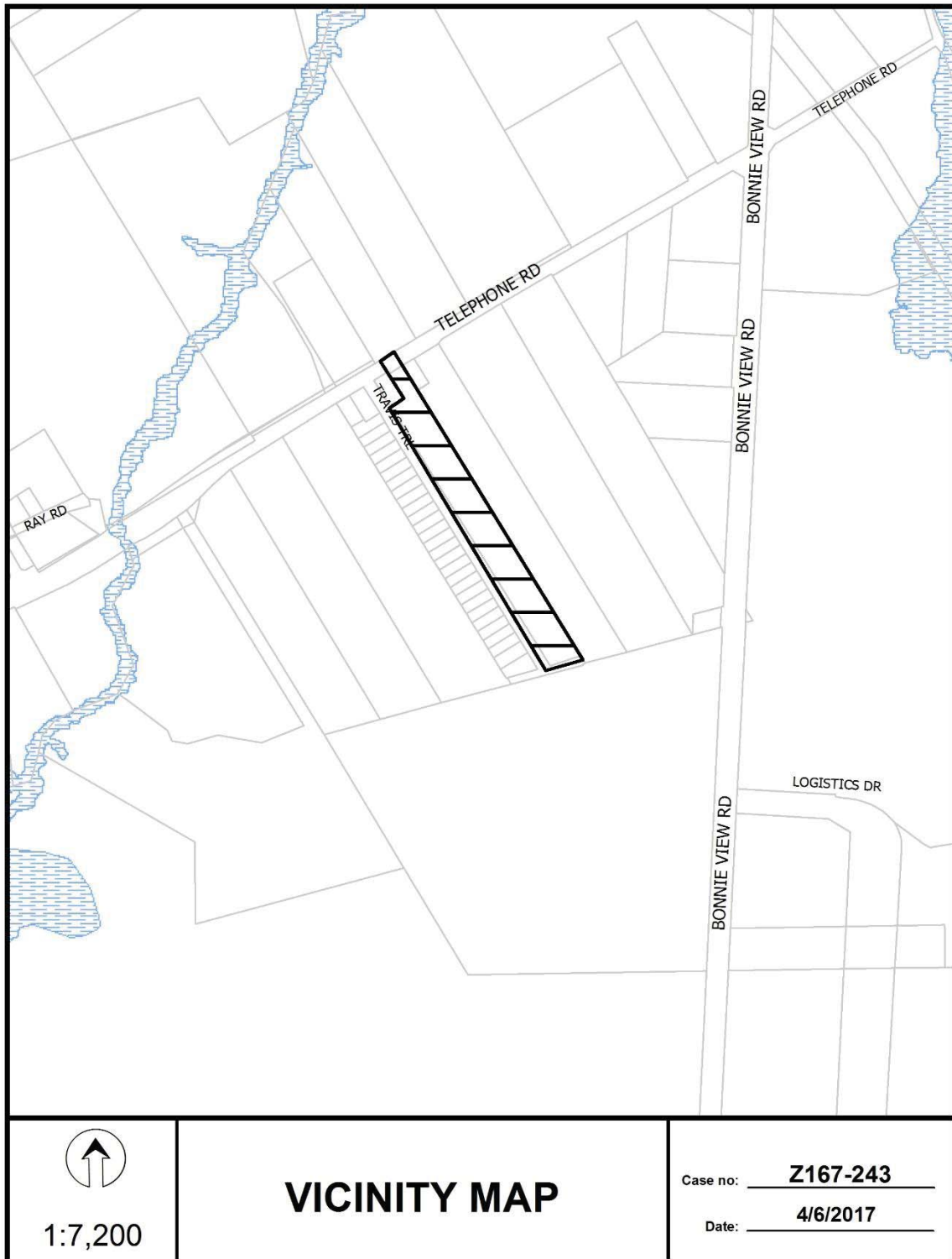
1. The following is prohibited on the Property: Commercial truck ingress and egress to the Property from Travis Trail is prohibited.

III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the







CPC RESPONSES



05/03/2017

Reply List of Property Owners***Z167-243******18 Property Owners Notified******1 Property Owners in Favor******1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	3918 TELEPHONE RD	HENDERSON MARGAREE EST OF
	2	9600 TRAVIS TRL	ROBERTS QUINCY
	3	3925 TELEPHONE RD	FONSECA GUILLERMO & ELVA J TORRES
	4	3901 TELEPHONE RD	CURRIE JULIAN & GLORIA
	5	3845 TELEPHONE RD	TEJAS INVESTORS
	6	3935 TELEPHONE RD	GIDDENS DONNIE L
	7	9901 BONNIE VIEW RD	DLH MASTER LAND HOLDING LLC
	8	3800 TELEPHONE RD	ARCHIBALD GARY &
O	9	4100 TELEPHONE RD	FENNER PAT &
	10	9927 TRAVIS TRL	MARTINEZ FERNANDO &
	11	9811 TRAVIS TRL	JOHNSON DON JR
	12	9727 TRAVIS TRL	CUNNINGHAM SALLY A
	13	9707 TRAVIS TRL	QUINTANILLA LETICIA
	14	9703 TRAVIS TRL	LOPEZ GAUDENCIO
X	15	9635 TRAVIS TRL	MARTINEZ MARIA DE JESUS &
	16	9623 TRAVIS TRL	RODRIGUEZ BLANCA H &
	17	3830 TELEPHONE RD	CASTILOW LENA
	18	3838 TELEPHONE RD	RODRIGUEZ ISRAEL PAZ &

AGENDA ITEM # 61

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 39 W

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an MF-2(A) Multifamily District on the north side of John West Road, west of La Prada Drive
Recommendation of Staff and CPC: Approval
Z167-249(OTH)

FILE NUMBER: Z167-249(OTH)

DATE FILED: February 26, 2016

LOCATION: North side of John West Road, west of La Prada Drive

COUNCIL DISTRICT: 7

MAPSCO: 39 -W

SIZE OF REQUEST: Approx. 0.1717 acres

CENSUS TRACT: 25.00

APPLICANT: Vertical Construction Management

OWNER: Unison Investment

REPRESENTATIVE: Audra Buckley, Permitted Development

REQUEST: An application for a CR Community Retail District on property zoned an MF-2(A) Multifamily District.

SUMMARY: The applicant proposes to use the property and the adjacent vacant property for a general merchandise or food store with a motor vehicle fueling station [7-Eleven].

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

BACKGROUND:

- The request site is currently undeveloped and adjacent to an undeveloped lot to the east, and multifamily to the north and west of the property. The site is located near the City limits, west of the City of Mesquite.
- The applicant plans to develop the land with a general merchandise of food store and a motor vehicle fueling station. The request site is a small part of a larger undeveloped lot already zoned CR Community Retail District.

Zoning History: There has not been any zoning change request in the vicinity within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
John West Road	Collector	As built
La Prada Drive	Principal Arterial	80 feet

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

Goal 1.1 Align land use strategies with economic development priorities.

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

Implementation measure 1.1.5.3 Encourage neighborhood-serving office, retail, or other non-residential uses to be located in residential community areas, primarily on significant roadways or at key intersections.

The proposed site is located at a major intersection (John West Road and La Prada Drive). The other three corners of the intersection are currently developed with retail and personal service uses. The proposed site is adjacent to multifamily development to the north and west. The proposed use will provide convenient shopping to the residents of the multifamily and will encourage walkability by the neighbors not having

to get in the car to access the other retail uses in the area. The proposed district will allow for different types of uses to the residential neighborhood.

Surrounding Land Uses:

	Zoning	Land Use
Site	MF-2(A)	Undeveloped
North	MF-2(A)	Residential and undeveloped
East	CR	Undeveloped, multifamily
South	City of Mesquite	Mini-warehouse
West	MF-2(A)	Multifamily

Land Use Compatibility:

The request site is currently undeveloped and is part of a larger lot that is zoned both a CR Community Retail District and an MF-2(A) Multifamily District. The applicant is proposing to develop the property with retail and a motor vehicle fueling station.

The property is surrounded by multifamily to the west and north (within City limits), and undeveloped and multifamily to the east. Surrounding uses are retail to the east and south; residential and mini-warehouse to the south.

The property is located near a major intersection between the two cities. The proposed zoning district will be compatible to the existing surrounding uses.

If the lot is developed under the existing zoning districts, the applicant would have to develop one portion of the lot with the Multifamily District standards and the other portion with Community Retail development standards. Having one zoning district allows for unified development of the land and a better design for the proposed use and layout.

Z167-249(OTH)

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
MF-2(A) Multifamily	15'	15'	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	36'	60%	Proximity Slope	Multifamily, duplex, single family
Proposed							
CR Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office

CPC ACTION:
May 18, 2017

Motion: It was moved to recommend **approval** of a CR Community Retail District on property zoned an MF-2(A) Multifamily District on the north side of John West Road, west of La Prada Drive.

Maker: Murphy
Second: Shidid
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung,
Housewright, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Schultz
Vacancy: 0

Notices: Area: 200 Mailed: 6
Replies: For: 0 Against: 0

Speakers: None

List of Partner and Principles

Vertical Construction Management

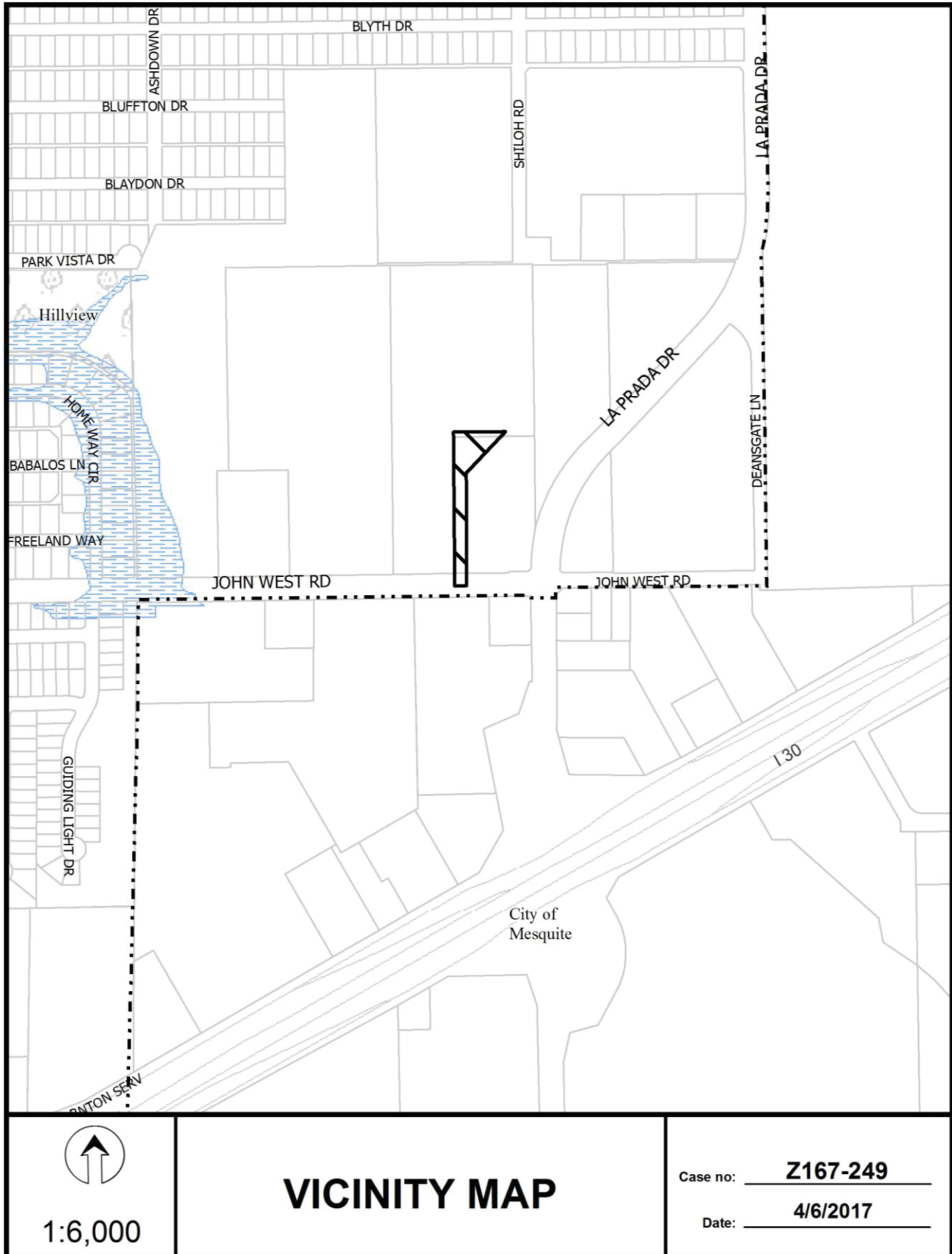
List of Officers/Partners:

T. K. Keen, Managing Partner
Michael Montgomery, Managing Partner
LaRae Tucker, Director of Entitlements

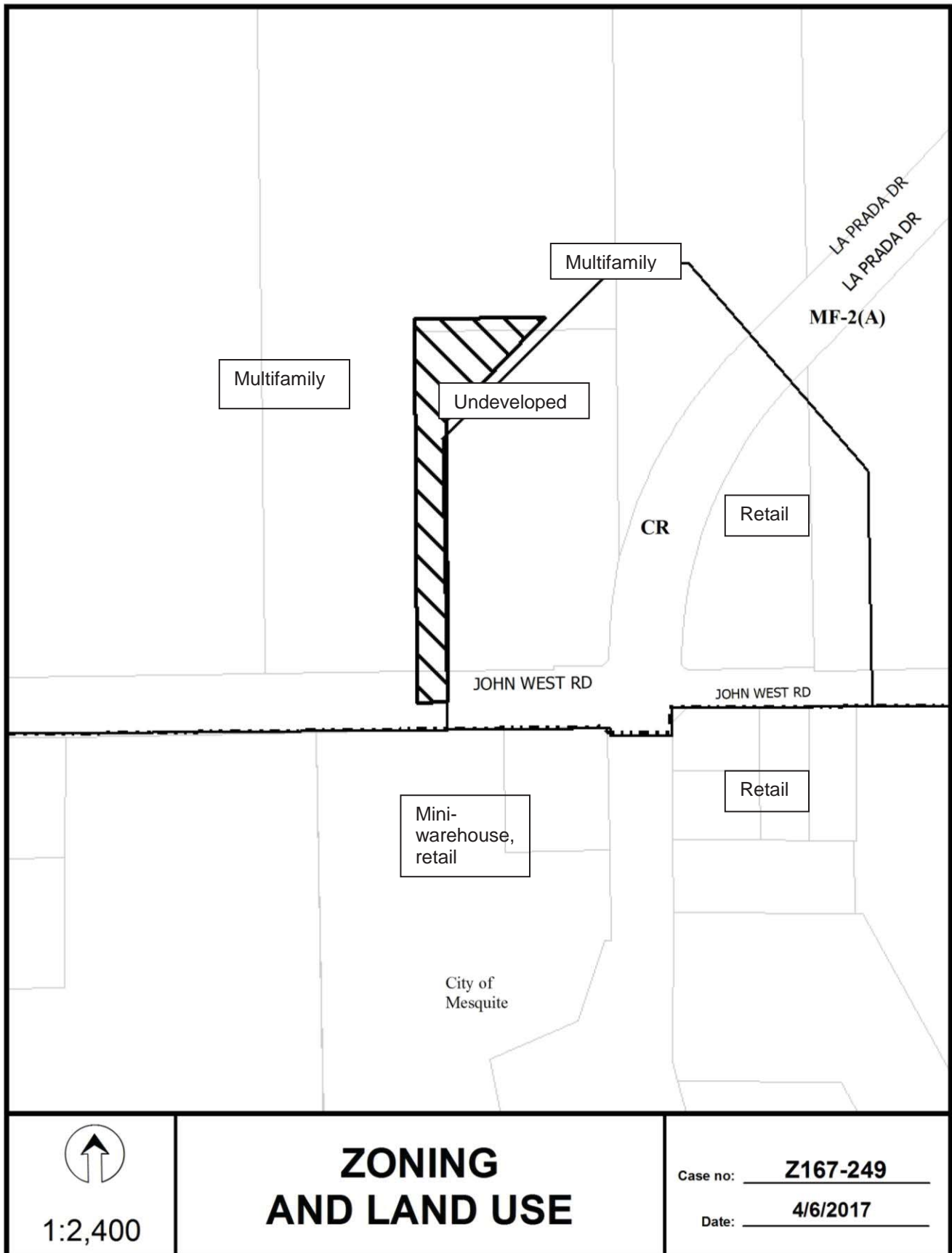
Unison Investment, LP

List of Partners:

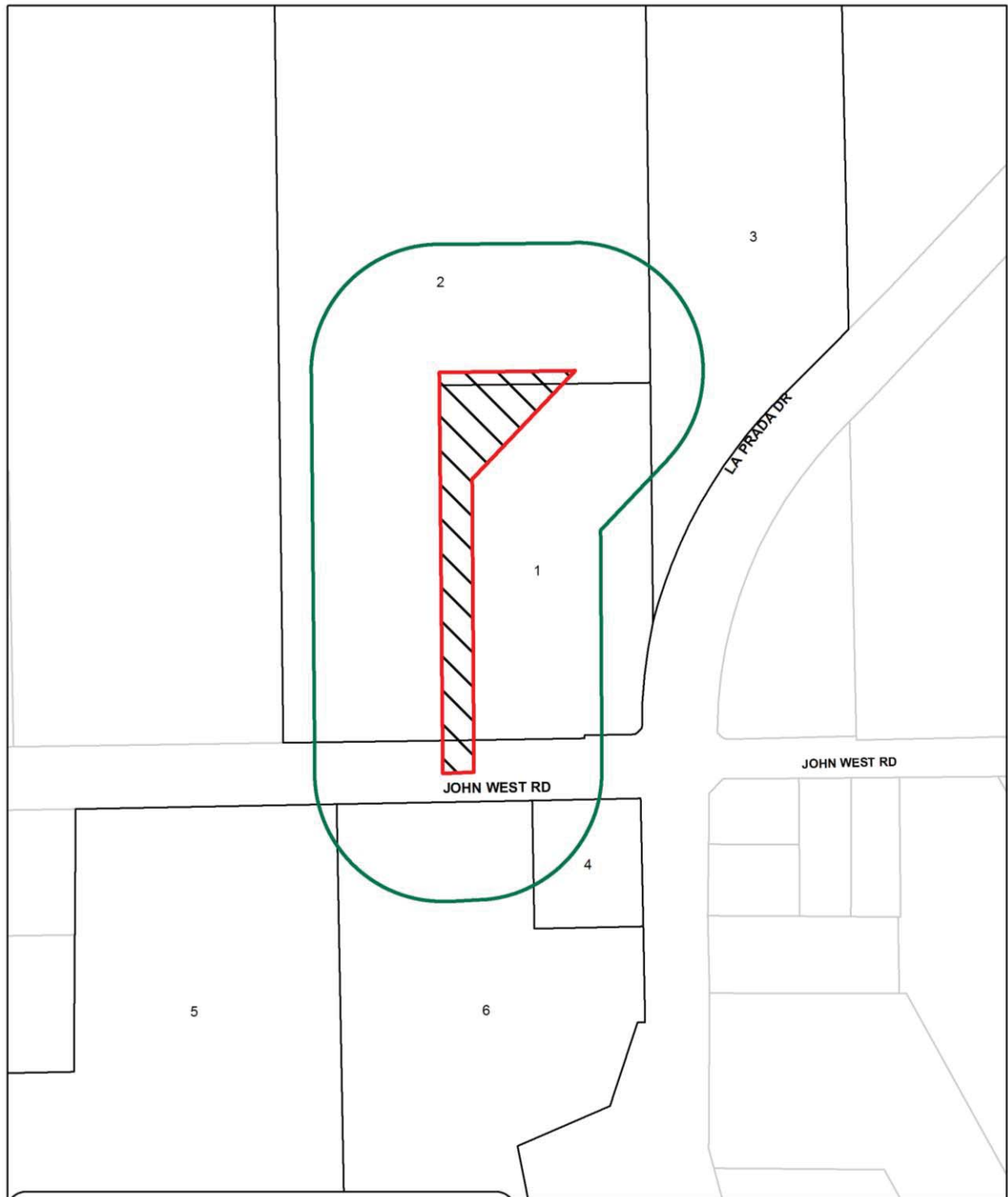
Jen-Liang Wu General Partner







CPC RESPONSES



<u>6</u>	Property Owners Notified (6 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>5/18/2017</u>	Date

Z167-249
CPC



1:2,400

Z167-249(OTH)

05/17/2017

Reply List of Property Owners

Z167-249

6 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	2601 JOHN WEST RD	UNISON INVESTMENT
	2	2631 JOHN WEST RD	CARLETON LAPRADA LTD
	3	8383 LA PRADA DR	KING YVONNE G TRUST
	4	3021 BIG TOWN BLVD	ALKA ENTERPRISES INC
	5	2626 JOHN WEST RD	EASTFIELD APTS LTD
	6	3003 BIG TOWN BLVD	ASSURED SELF STORAGE

AGENDA ITEM # 62

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 26 U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an MF-3(A) Multifamily District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District on the south line of Park Lane, west of Ridgecrest Road and on the southwest corner of Ridgecrest Road and Hemlock Avenue

Recommendation of Staff and CPC: Approval, subject to deed restrictions volunteered by the applicant

Z167-252(JM)

FILE NUMBER: Z167-252(JM)

DATE FILED: March 21, 2017

LOCATION: On the south line of Park Lane, west of Ridgecrest Road and on the southwest corner of Ridgecrest Road and Hemlock Avenue.

COUNCIL DISTRICT: 13

MAPSCO: 26-U

SIZE OF REQUEST: 4.478 acres

CENSUS TRACT: 78.18

REPRESENTATIVE: Karl A. Crawley, Masterplan

OWNER: Buena Vida CRP 17, LP

REQUEST: An application for an MF-3(A) Multifamily District with deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District.

SUMMARY: The purpose of this request is to allow for greater density. The existing apartment complex has more units than allowed under the existing zoning. The volunteered deed restrictions would restrict the number of apartments to a total of 214 units, the present number of units and retain the overall maximum height at 36 feet instead of 90 feet as allowed by the MF-3(A) District.

CPC RECOMMENDATION: Approval, subject to deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: Approval, subject to deed restrictions volunteered by the applicant.

BACKGROUND INFORMATION:

- The site is currently fully developed with two apartment buildings. These two buildings were constructed around 1973.
- There are 214 existing apartment units. The minimum lot area per dwelling unit allowed in an MF-2(A) Multifamily District is based on the number of bedrooms, which in turn decides the number of units allowed at a site. This number can fluctuate depending on how many efficiency, 1-bedroom, 2-bedroom, or more units are sought at the site. The subject property, as developed, should have a maximum of 203 units. The proposed request would put them in compliance with existing conditions.
- Deed restrictions volunteered by the applicant will limit the number of allowable units to what exists today. Additionally, the overall maximum height would remain at 36 feet instead of 90 feet as allowed by the MF-3(A) District.

Zoning History:

There have been no zoning cases in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Park Lane	Local	60 feet
Ridgecrest Road	Local	60 feet
Hemlock Avenue	Local	40 feet

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

Land Use:

Area	Zone	Use
Site	MF-2(A)	Multifamily
NW	PD No. 182 for NS, MF-2(A)	Retail & Personal Service, Multifamily
North	MF-2(A), PD No. 65 (Mix w/MF-1 Density)	Undeveloped, Retail & Office
NE	PD No. 720 for MF-1(A)	Public School
East	CR w/DR (24', GR)	Retail & Personal Service
SE	MF-2(A)	Multifamily
South	PD No. 267(4 uses)	Multifamily
SW	MF-2(A)	Multifamily

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The comprehensive plan does not make a specific land use recommendation related to the request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

NEIGHBORHOOD PLUS

4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation and safety.

Bringing the existing complex into compliance will make it eligible to receive building permits for renovations. This will help improve the housing stock in this Main Street and Urban Neighborhood.

6.1 Raise the quality of rental property through better design standards, proactive and systematic code enforcement, and zero tolerance towards chronic offenders.

The purpose for the zoning change requested is to come into compliance. City staff has worked with the property owner and representative to bring the site into compliance.

Land Use Compatibility:

The subject site is currently zoned for medium density multifamily use. The surrounding property uses are largely multifamily and urban in nature. Some retail shops, offices, and personal service uses exist to the northwest and northeast. A public school exists to the north. The existing apartments are a big part of the community identity as you cross the "five-points" intersection. Many of the complexes in the area are being or have been renovated. The applicant would like to renovate these structures, as well.

Although this is a zone change, the volunteered deed restrictions will limit the unit density to what exists, 214 units. Since the units allowed are restricted by the overall lot size per bedroom, the impact of the zone change would not be a detriment to the area. In the end, the request will lead to further investment in a highly visible intersection in Dallas.

Development Standards:

District	Setbacks		Density	Height	Lot Coverage	Stories	Primary Uses
	Front	Side/Rear					
Existing: MF-2(A)	15'	No min. SF 5'/10' Duplex 10'/15' All Others	Min. Lot 1,000 sq.ft. 800 sq.ft.—E 1,000 sq.ft.—1BR 1,200 sq.ft.—2BR +150 sq.ft. each added BR	36'	60%	RPS	Multifamily, duplex, single family.
Proposed: MF-3(A) with voluntary deed restrictions	15'	10' Urban Form	Min. Lot 6,000 sq.ft. 450 sq.ft.—E 500 sq.ft.—1BR 550 sq.ft.—2BR +50 sq.ft. each added BR 214 units by vol. deed rest.	90' 36' by deed rest.	60%	RPS	Multifamily.

The two major changes are the lot size requirements leading to much higher density for the new MF-3(A) District, and the overall height increasing from 36 feet, to 90 feet. Additionally, the overall maximum height would remain at 36 feet instead of 90 feet as allowed by the MF-3(A) District. The lot coverage remains 60 percent.

Parking:

The Dallas Development Code requires one parking space per bedroom with a minimum of one space per dwelling unit. Additionally, if the parking is restricted to resident parking only, an extra ¼ space per dwelling unit is required.

The subject site currently has 214 dwelling units. These units have a total of 245 bedrooms. The parking is restricted to resident parking only; therefore an extra 54 parking spaces are required. Overall, the site is required to provide 299 parking spaces. The existing site provides 200 parking spaces and is not in compliance.

Renovations would be allowed to the existing site in spite of nonconformity to parking regulations, but no expansion of the site would be allowed—nor is any being sought considering the restriction to keep the existing 214 dwelling units.

Landscaping:

Landscaping will be provided per Article X, as amended.

CPC Action:
May 18, 2017

Motion: It was moved to recommend **approval** of an MF-3(A) Multifamily District with deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District, on the south line of Park Lane, west of Ridgecrest Road, and on the southwest corner of Ridgecrest Road and Hemlock Avenue.

Maker: Murphy

Second: Shidid

Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung,
Housewright, Peadon, Murphy, Ridley, Tarpley

Against: 0

Absent: 1 - Schultz

Vacancy: 0

Notices: Area: 300

Mailed: 31

Replies: For: 1

Against: 0

Speakers: None

List of Partners

FILED
In the Office of the
Secretary of State of Texas

AUG 26 2015

Corporations Section

CERTIFICATE
OF
FORMATION
OF
BUENA VIDA CRP 17, LP

THE UNDERSIGNED, HAVING FORMED A LIMITED PARTNERSHIP UNDER THE TEXAS BUSINESS ORGANIZATIONS CODE (THE "TBOC"), DOES HEREBY EXECUTE AND FILE ITS CERTIFICATE OF FORMATION OF LIMITED PARTNERSHIP AS FOLLOWS:

1. **Name of Partnership.** The filing entity being formed is a limited partnership. The name of the partnership is BUENA VIDA CRP 17, LP (the "Partnership").
2. **Registered Office and Registered Agent.** The address of the registered office of the Partnership is 1701 Directors Blvd. #300, Austin, TX 78744 and the name of the Company's initial registered agent at that address is Registered Agent Solutions, Inc.
3. **Principal Office.** The address of the Partnership's principal office in the United States where the records of the Partnership are to be kept or made available under Section 153.551 of the TBOC is 750 B Street, Suite 1940, San Diego, CA 92101.
4. **General Partner.** The name and address of the sole general partner is as follows:

Buena Vida CRP 17 GP, LLC
750 B Street, Suite 1940
San Diego, CA 92101

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Limited Partnership this 25th day of August, 2015.

GENERAL PARTNER:

Buena Vida CRP 17 GP, LLC, a Texas limited liability company

By: 
Name: J. Antonio Marquez
Title: Manager

K5

1

Z167-252

Deed Restrictions Volunteered
by the Applicant

DEED RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____)

I.

The undersigned, BUENA VIDA CRP 17, LP, a a Texas limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the William Jenkins Survey, Abstract No. 702, City Block 13/5204, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by 8350 PARK LANE ASSOC. LTD, by deed dated September 29, 2015, and recorded in Instrument Number 201500263483, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Exhibit A

II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

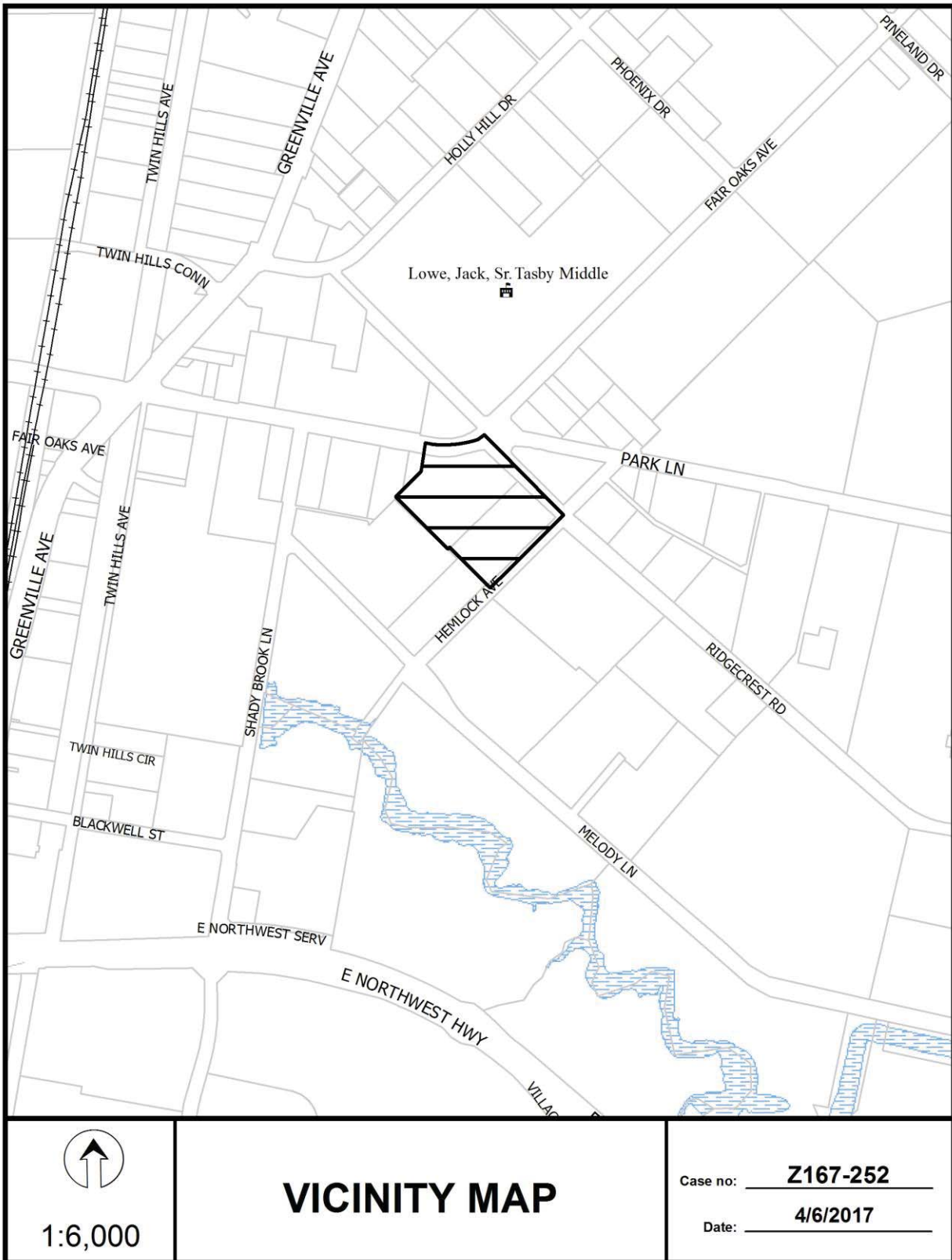
1. The maximum number of dwelling units is 214.
2. The maximum structure height is 36 feet.

III.

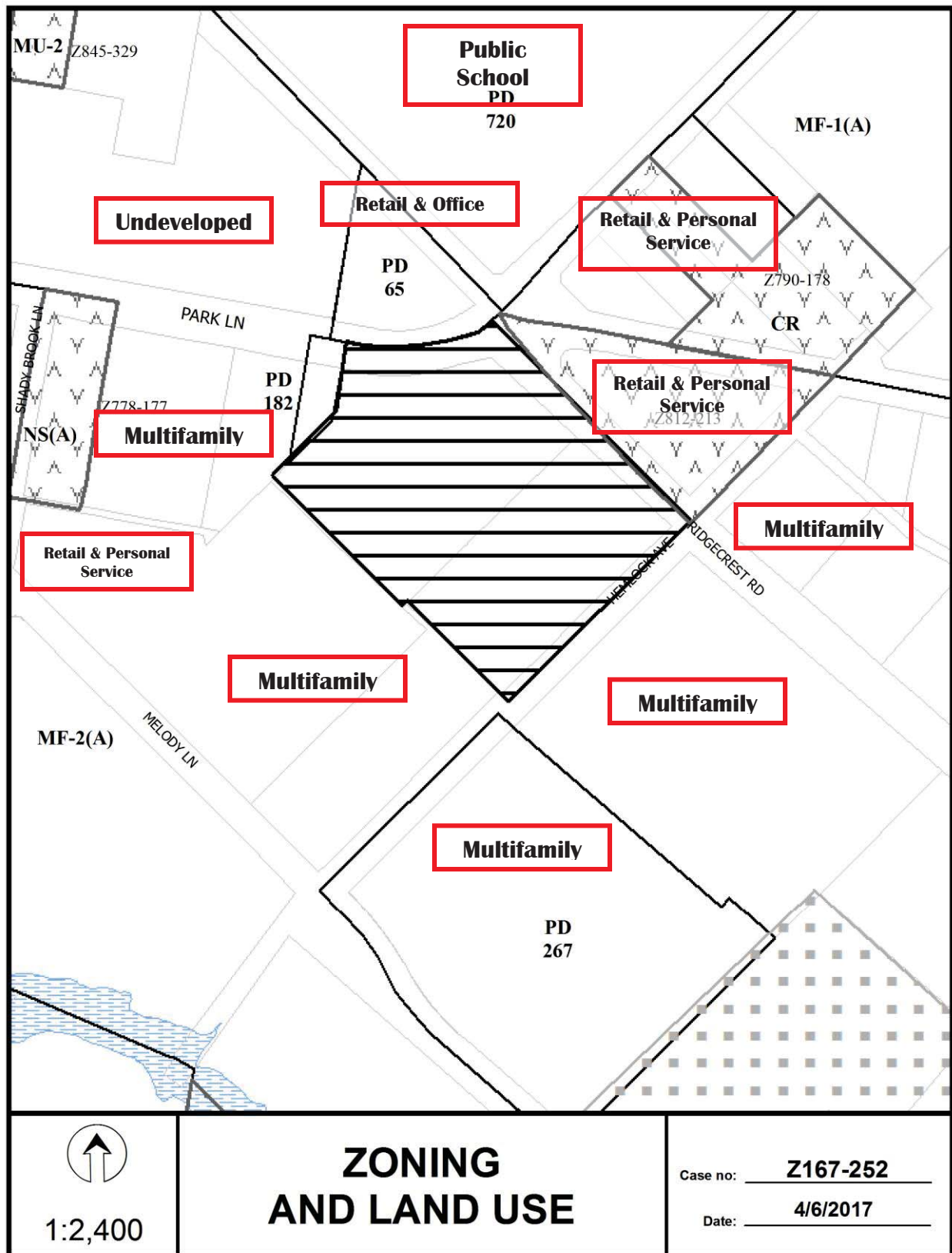
These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.







CPC Responses



05/17/2017

Reply List of Property Owners

Z167-252

31 Property Owners Notified***1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5918 RIDGECREST RD	BUENA VIDA CRP 17 LP
	2	8336 PARK LN	BELAYE MESFIN &
	3	8330 PARK LN	NORTHWEST PARK CONDOMINIUM LLC
	4	7020 FAIR OAKS AVE	CEDAR CREEK REALTY
	5	7014 FAIR OAKS AVE	PARK LANE REAL ESTATE INVESTMENTS INC
	6	8420 PARK LN	164568 CANADA INC
	7	8347 PARK LN	WADFH PARTNERSHIP
	8	8320 PARK LN	DALLAS HOUSING AUTHORITY
	9	6866 SHADY BROOK LN	SHADYBROOK SQUARE LTD
	10	5929 MELODY LN	APARTMENT VENTURES LLC
	11	8502 PARK LN	HOOPER LINDA L
	12	6003 RIDGECREST RD	RESERVES COURTYARD LLC
O	13	6036 RIDGECREST RD	CENTER PARK EQUITY FUND LLC &
	14	6011 MELODY LN	CC FOUNTAINS LLC
	15	7001 FAIR OAKS AVE	Dallas ISD
	16	8510 PARK LN	LOMJ APARTMENTS LLC
	17	6019 RIDGECREST RD	MARTINEZ JOHN
	18	6019 RIDGECREST RD	ZARRAGA JUAN
	19	6019 RIDGECREST RD	ARCE JAIME
	20	6019 RIDGECREST RD	PIKE JAMES L &
	21	6019 RIDGECREST RD	F & M PROPERTIES INC
	22	6019 RIDGECREST RD	BENSON JONES
	23	6019 RIDGECREST RD	ZRUBEK HENRY J
	24	6019 RIDGECREST RD	WILLEMS DAN
	25	6019 RIDGECREST RD	ZRUBEK HENRY J
	26	6019 RIDGECREST RD	MCBRIDE JAMES H

Z167-252(JM)

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	6019	RIDGECREST RD	SURLEY RONALD K
28	6019	RIDGECREST RD	ZRUBEK HENRY J
29	6019	RIDGECREST RD	SHADY HOLLOW TOWNHOUSE CONDOMINIUMS
30	6019	RIDGECREST RD	SCIPIONE LOUIS
31	6019	RIDGECREST RD	ZRUBEK HENRY J DBA H & L PPTIES

AGENDA ITEM # 63

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 54 F

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Tyler Street

Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions Z167-256(OTH)

FILE NUMBER: Z167-256(OTH)

DATE FILED: March 24, 2017

LOCATION: North side of West Jefferson Boulevard, east of South Tyler Street.

COUNCIL DISTRICT: 1

MAPSCO: 54-F

SIZE OF REQUEST: ± 0.5 acres

CENSUS TRACT: 47.00

APPLICANT/ REPRESENTATIVE: Dr. Richard Malouf

OWNER: Camellia Family Limited Partnership

REQUEST: An application for a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District.

SUMMARY: The applicant proposes to have a medical clinic use in a portion of the building.

CPC RECOMMENDATION: **Approval** for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

Background:

- The applicant is proposing a dental clinic in a 1,875 square foot suite, within an existing 6,525 square foot one-story building.
- The property is zoned Subarea 1 within PD No. 316, the Jefferson Area Special Purpose District, which requires an SUP for a medical clinic or ambulatory surgical center when located on street level.
- On September 10, 2015, the City Council approved an amendment to PD No. 316 to require an SUP for a medical clinic or ambulatory surgical center when located on street level. Prior to that, this use had been allowed by right within Subarea 1.

Zoning History: There have not been any zoning requests in the immediate area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
W. Jefferson Boulevard	Minor Arterial	Variable

Land Use:

	Zoning	Land Use
Site	Subdistrict 1 within PDD No. 366	Medical clinic or ambulatory surgical center and vacant suites
North	Subdistrict 5 within PDD No. 366	Residential
East	Subdistrict 1 within PDD No. 366	Retail and undeveloped land
South	Subdistrict 1 within PDD No. 366	Retail
West	Subdistrict 1 within PDD No. 366	Vacant and retail

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The *forwardDallas! Comprehensive Plan* outlines several goals and policies to support the applicant's request:

The proposed use complements the characteristics of the Jefferson Boulevard area which is a mix of uses such as retail, personal service uses and office uses.

Land Use Element

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

Land Use Compatibility:

The site is developed with a one-story, 6,525 square feet building. Approximately 2,225 square feet are used for an existing medical clinic or ambulatory surgical center. Since the clinic existed before the requirement of an SUP, the use is legal nonconforming. The applicant is proposing to use another 1,875 square foot suite within the same building for a medical clinic or ambulatory surgical center.

The property is surrounded by single family residential to the north; residential and undeveloped land to the east; retail uses to the south; and vacant and retail to the west.

Subdistrict 1 within PDD No. 316 allows for a medical clinic or ambulatory surgical center with an SUP when the use is located at the street level, otherwise it is allowed by right. This requirement for an SUP for the use when located on the first floor within Subarea 1 of PDD No. 316 was approved by City Council when amended in 2014. This restriction was established to encourage more pedestrian and street level activity with medium density retail, office, and/or multifamily residential uses in combination on single or contiguous building sites.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP

for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The proposed use is compatible with the surrounding uses as these are comprised of retail uses, a medical use, vacant property and undeveloped land. The proposed use is not detrimental to the area because it complements the existing surrounding uses and complies with the intent of Subarea 1 within PD No. 316.

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

Parking:

The property has surface parking located behind the building. The parking requirements for a medical clinic or ambulatory surgical center are one parking space per every 366 square feet of the proposed use. The applicant plans to occupy 1,875 square feet; therefore, five parking spaces must be provided. The site provides 23 parking spaces for the building. Per PD No. 316, any on-street parking spaces may be counted as a reduction of the parking requirement of the use adjacent to the on-street parking space. When a tenant gets a CO for a multi-tenant building, Building Inspection requests a parking analysis to show sufficient parking for all the uses in the building. As uses change, Building Inspections will ensure parking is available for all tenants according to the PD requirements.

Landscaping:

The applicant is not proposing any additions to the existing structure. Therefore, no landscaping requirements are being triggered with the proposed use.

CPC ACTION:
May 18, 2017

Motion: It was moved to recommend **approval** of a Specific Use Permit for a medical clinic or ambulatory surgical center for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District on the north side of West Jefferson Boulevard, east of South Tyler Street.

Maker: Murphy
Second: Shidid
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung,
Housewright, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Schultz
Vacancy: 0

Notices: Area: 200 Mailed: 38
Replies: For: 0 Against: 0

Speakers: For (Did not speak): Richard Malouf, 10711 Strait Ln., Dallas, TX, 75229
Against: None

Z167-256(OTH)

PARTNERS

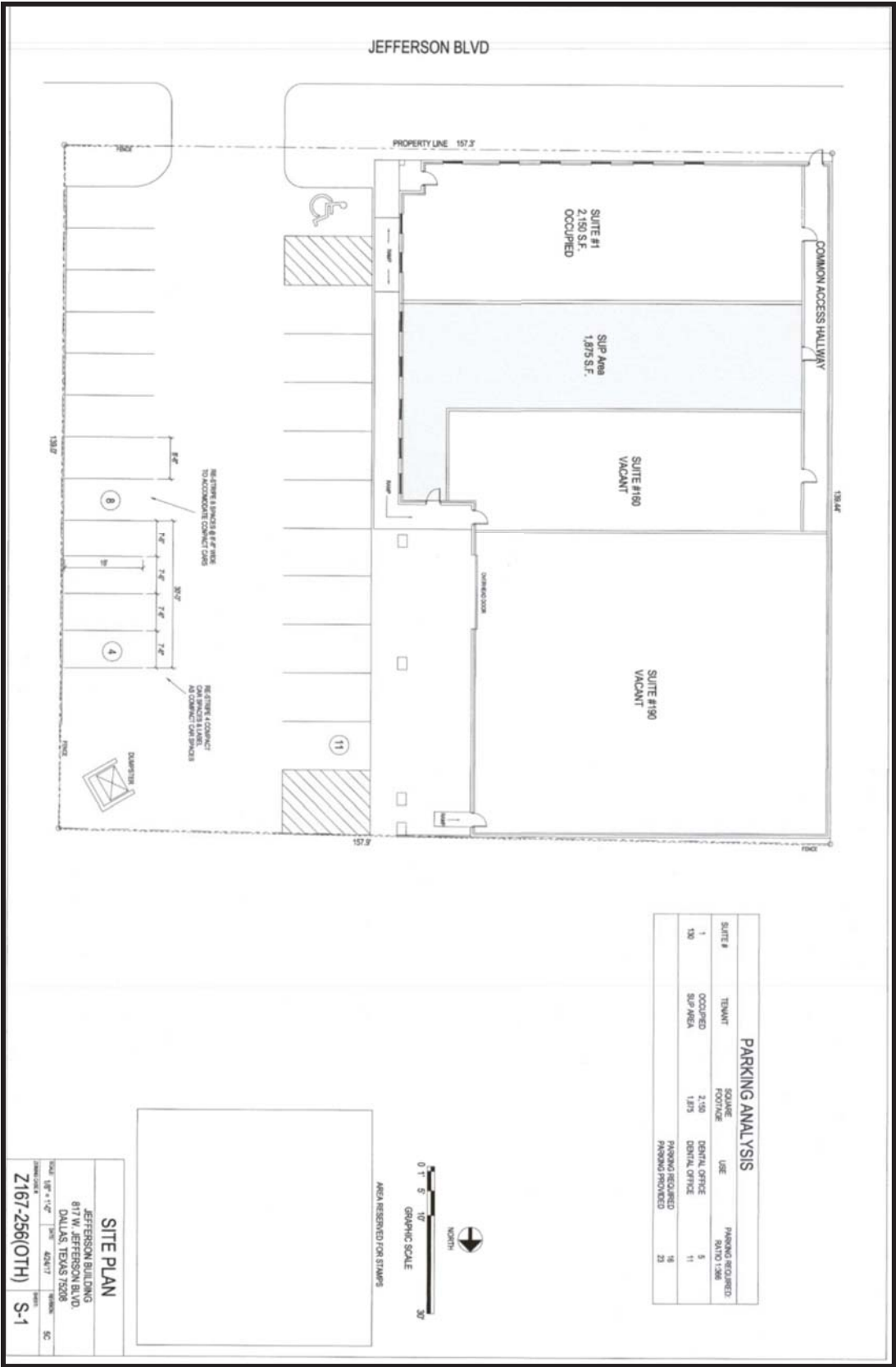
Camellia Family Limited Partnership

Richard Malouf Sole member

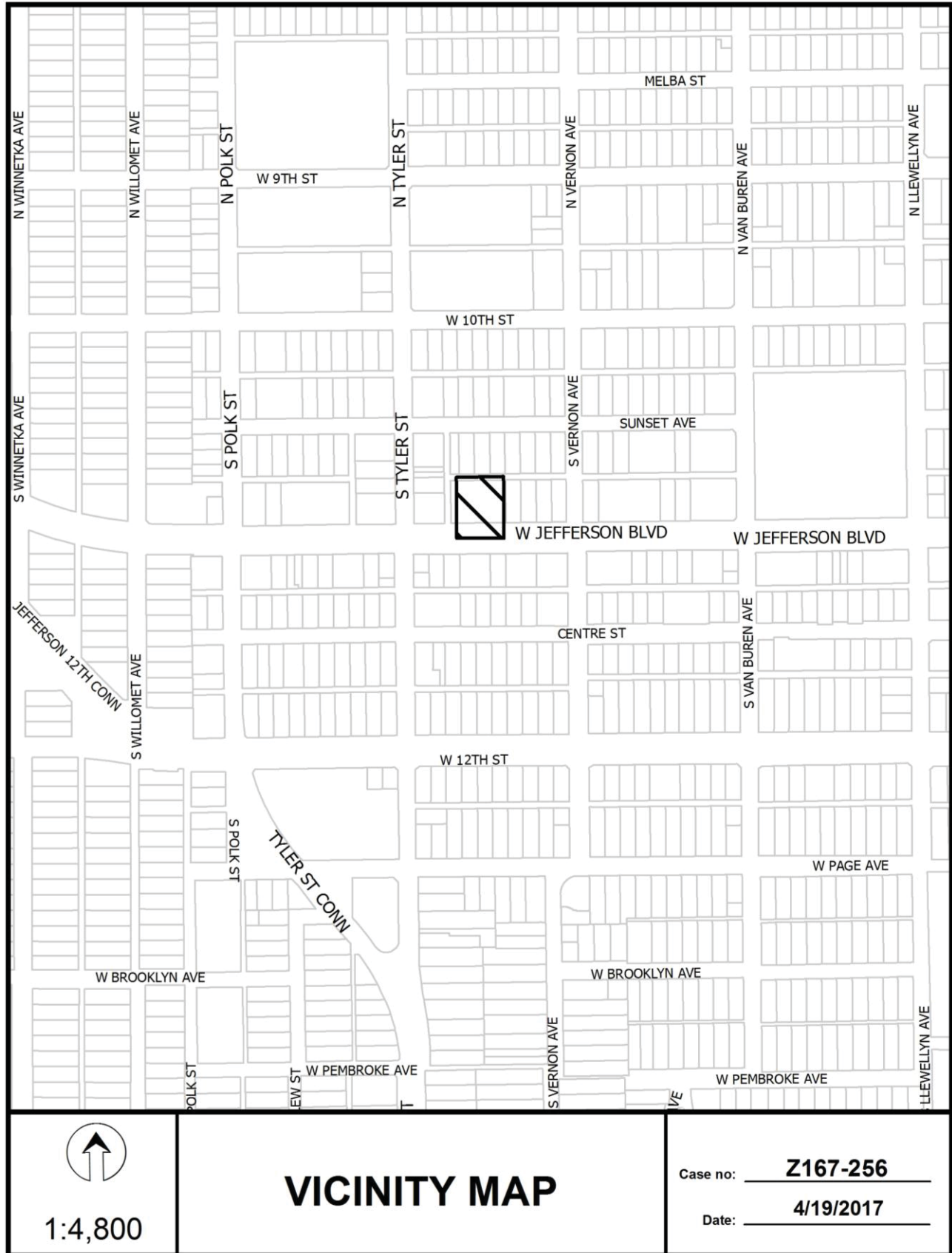
**CPC SUP Conditions
Z167-256(OTH)**

1. USE: The only use authorized by this specific use permit is a medical clinic or ambulatory surgical center.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on _____ (five years), but is eligible for automatic renewal for additional 5-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. FLOOR AREA: The maximum floor area is 1,875 square feet.
5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
6. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

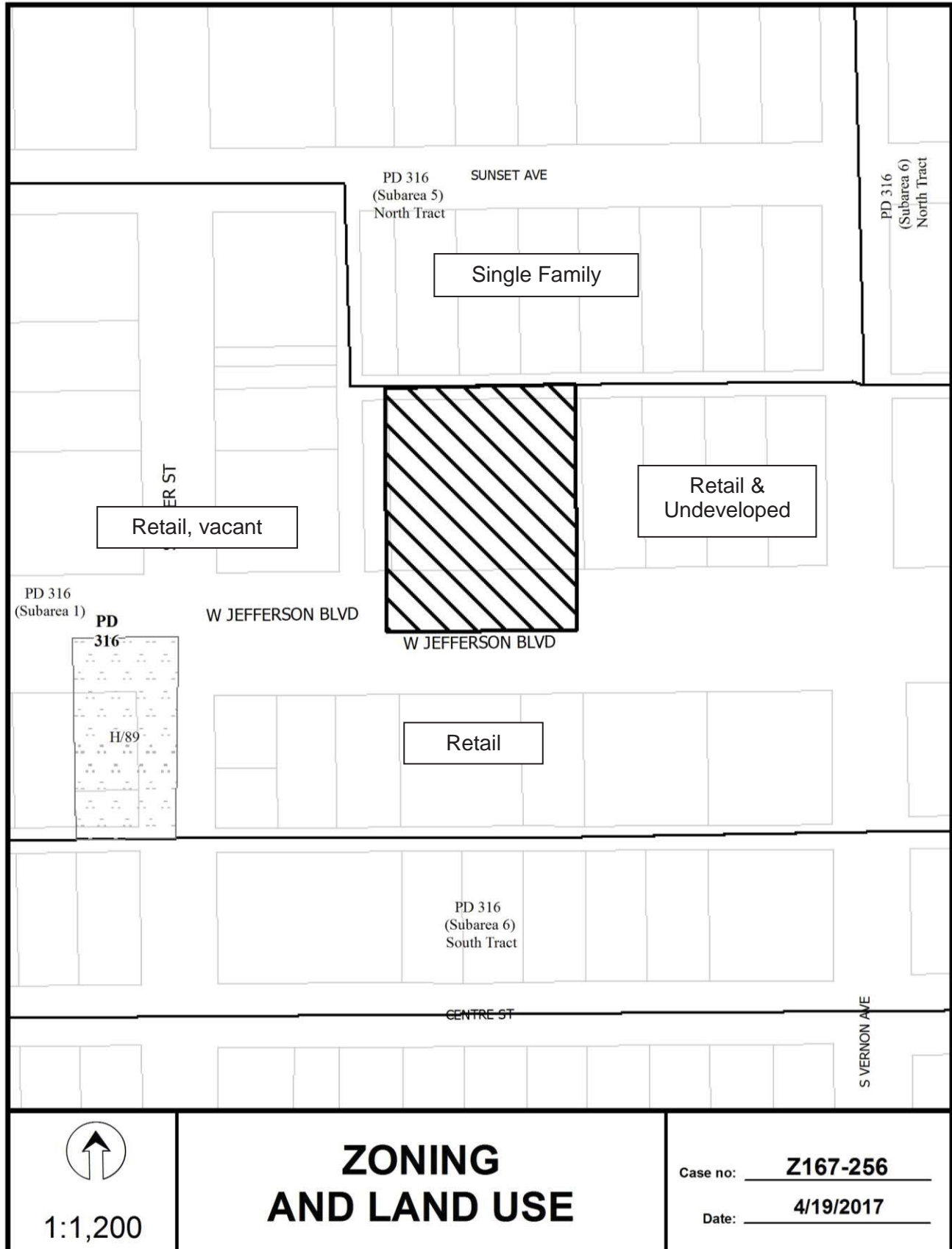
PROPOSED SITE PLAN



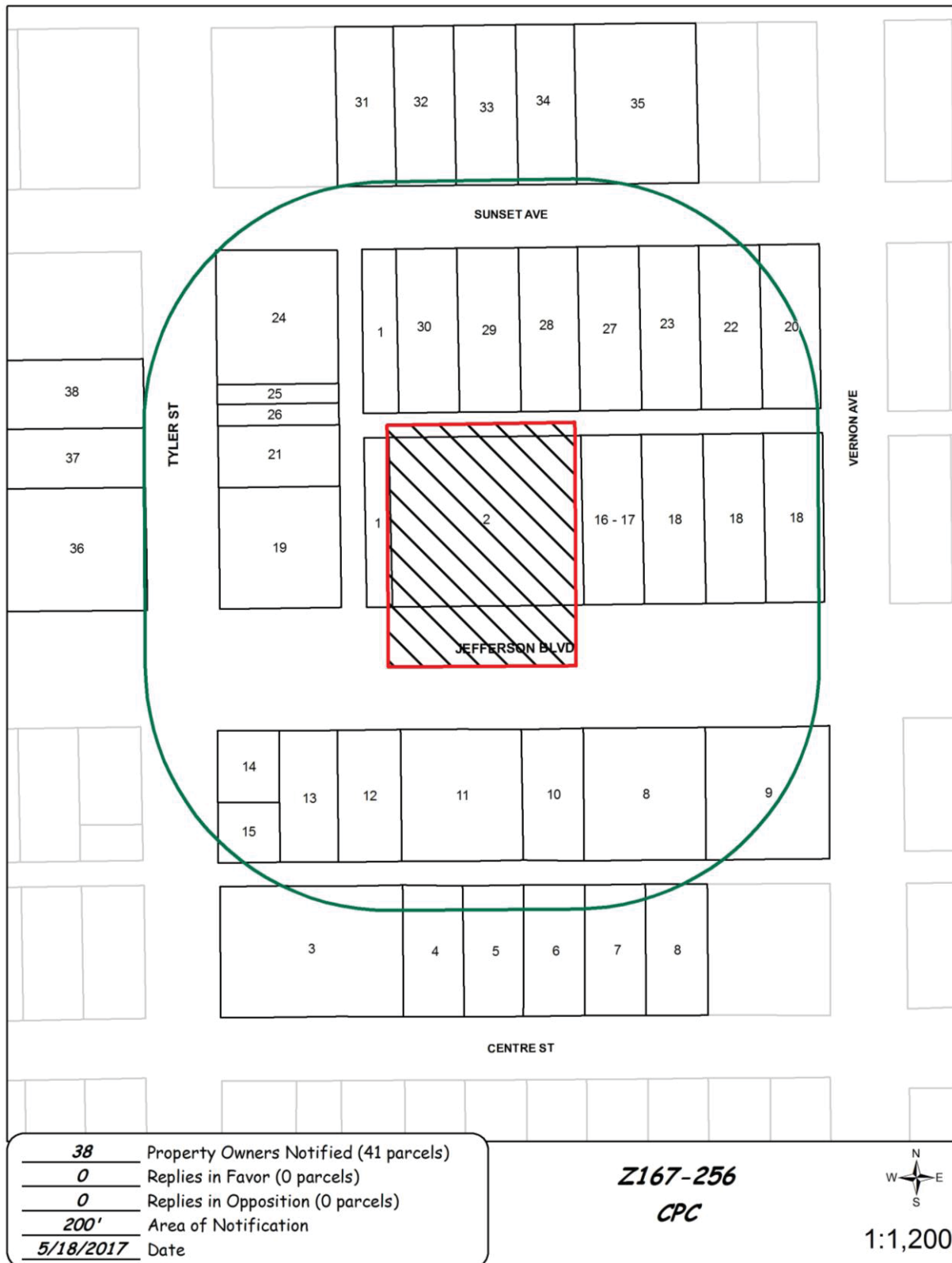
Z167-256(OTH)







CPC RESPONSES



05/17/2017

Reply List of Property Owners

Z167-256

38 *Property Owners Notified**0* **Property Owners in Favor***0* **Property Owners Opposed**

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	829	W JEFFERSON BLVD	DAY ELIJAH & BOBBIE J
2	817	W JEFFERSON BLVD	CAMELIA FAMILY LTD PS
3	837	CENTRE ST	EWERS LIMITED PARTNERSHIP
4	827	CENTRE ST	RODRIGUEZ MARIO A &
5	823	CENTRE ST	EWERS LIMITED PARTNERSHIP
6	817	CENTRE ST	MUNOZ MARK
7	815	CENTRE ST	LIMA JUANA A LOPEZ
8	809	CENTRE ST	SRO INV LTD
9	800	W JEFFERSON BLVD	SRO INV LTD
10	818	W JEFFERSON BLVD	RUDUAL INC
11	820	W JEFFERSON BLVD	REICHERT DONALD E
12	828	W JEFFERSON BLVD	MENDEZ GUADALUPE ETAL
13	832	W JEFFERSON BLVD	MENDEZ GUADALUPE ET AL
14	838	W JEFFERSON BLVD	RODRIQUEZ CARMEN I
15	310	S TYLER ST	RODRIGUQUEZ CARMEN I
16	813	W JEFFERSON BLVD	DREYFUS BETTY K
17	813	W JEFFERSON BLVD	KAHN RICHARD ALAN &
18	809	W JEFFERSON BLVD	ROJAS DANIEL & ANITA
19	833	W JEFFERSON BLVD	NAYEB FAMILY LP
20	800	SUNSET AVE	GARCIA ROSALIO &
21	212	S TYLER ST	TRIBECCA STUDIOS LLC
22	804	SUNSET AVE	BRYSON JOHN MICHAEL
23	808	SUNSET AVE	CARDENAS FLORENCIA
24	200	S TYLER ST	200 TYLER SQUARE LLC
25	208	S TYLER ST	EVANS ENGRAVING &
26	210	S TYLER ST	EVANS DAN M

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	812	SUNSET AVE	AGUILAR DIANA E P
28	816	SUNSET AVE	CROUCH ALAN L
29	820	SUNSET AVE	ESCALANTEZAMORA MODESTO &
30	824	SUNSET AVE	BARRIENTOS JOSEFA GARCIA
31	829	SUNSET AVE	SOLORZANO DANIEL
32	825	SUNSET AVE	SOLORZANO DANIEL
33	821	SUNSET AVE	PORTUGAL JUAN & MARICELA
34	817	SUNSET AVE	GARCIA JUAN P
35	815	SUNSET AVE	VALERO JESSE III &
36	901	W JEFFERSON BLVD	PALOMINO SK PPTIES LLC
37	213	S TYLER ST	TECO THEATRICAL
38	209	S TYLER ST	GOOD SPACETYLER LLC

AGENDA ITEM # 64

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 71B B; C

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an NS(A) Neighborhood Service District, on the south side of West Wheatland Road, west of Clark Road

Recommendation of Staff and CPC: Approval

Z167-257(KK)

FILE NUMBER: Z167-257(KK)

DATE FILED: March 24, 2017

LOCATION: South side of West Wheatland Road, west of Clark Road

COUNCIL DISTRICT: 3

MAPSCO: 71B - B, C

SIZE OF REQUEST: Approx. 8.84 acres

CENSUS TRACT: 0165.10

APPLICANT/ OWNER: Christon Company/TA Properties II, LTD, Don Ta, Russells Telecom Solutions

REPRESENTATIVE: Kimley Horn, Jeffrey Dolian

REQUEST: An application for a CR Community Retail District on property zoned an NS(A) Neighborhood Service District.

SUMMARY: The applicant proposes to construct a general merchandise or food store greater than 3,500 square feet [Lidl].

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

BACKGROUND INFORMATION:

- The request site is almost fully undeveloped with a small structure that is currently a vacant florist shop.
- The reason for this request is the applicant wishes to construct a general merchandise or food store greater than 3,500 square feet (grocery store) [Lidl]. This land use is defined as a retail use in the Dallas Development code, and is allowed by right in the CR Community Retail District.
- The NS(A) Neighborhood Service District allows for the retail use of general merchandise or food store less than 3,500 square feet but does not allow for the larger floor area general merchandise land use.
- The existing structure on site will be demolished to allow for construction of the grocery store. The western portion of the property will remain undeveloped but available for future development.

Zoning History: There has been one recent zoning change request in the area.

1. **Z145-234** On September 9, 2015, the City Council approved the application for an amendment and expansion of Specific Use Permit No. 1007 for a public school on property zoned a TH-3(A) Townhouse District.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
West Wheatland Road	Principal Arterial	100 ft.

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed zoning change will not have a detrimental impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	NS(A)	Undeveloped, Vacant Florist Shop
North	PDD No. 876, CR, TH-3(A), SUP No. 1007	Big Box Retail [Wal-Mart], Motor Vehicle Fueling, Restaurant, Elementary School
South	R-7.5(A)	Single Family Dwellings
East	CR, City of Duncanville	Gen Merch w/Motor Vehicle Fueling, Restaurant, Undeveloped, Single Family Dwellings
West	R-7.5(A)	Single Family Dwellings

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT**GOAL 1.1 Align Land Use Strategies with Economic Development Priorities**

Policy 1.15 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

Implementation Measure 1.1.5.3 Encourage neighborhood-serving office, retail, or other non-residential uses to be located in residential community areas, primarily on significant roadways or at key intersections.

ECONOMIC ELEMENT**GOAL 2.1 Promote Balanced Growth**

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Policy 2.1.4 Support efforts to expand targeted business and industry development within the Southern Sector.

The proposed zoning district generally conforms to the Comprehensive Plan by encouraging businesses to serve nearby residential communities.

Land Use Compatibility:

The applicant proposes to construct a general merchandise or food store greater than 3,500 square feet [Lidl].

The area of request is currently zoned an NS(A) Neighborhood Service District. The purpose of this request is to rezone the area of request to CR Community Retail District to allow the land use of general merchandise or food store greater than 3,500 square feet by right. The Dallas Development Code defines a food store to include a grocery store, delicatessen, convenience store without drive-through, and specialty food store. This land use is allowed by right in CR, RR, CS, central area, mixed use, multiple commercial, UC-2, and UC-3 districts.

The CR Community Retail District is defined in the Dallas Development Code, Section 51A-4.122(b)(1), to provide for the development of community-serving retail, personal service, and office uses at a scale and intensity compatible with residential communities. The CR Community Retail District is consistent with the overall land use pattern of the area for lots located directly adjacent to a thoroughfare. The CR Community Retail District supports the development of office uses, institutional and community service uses, recreation uses, and retail uses. With the rezoning of this approximate eight acre tract, it will provide the adjacent residential neighborhood direct access to retail based land uses that will support the needs of the citizens that reside in this neighborhood.

This use will have to comply with all the zoning requirements that are triggered by residential adjacency. The height of any proposed structures that exceeds 26 feet in height will have to comply with residential proximity slope. The owner of the off-street parking must screen the parking from the R-7.5(A) Single Family District. This screening must be brick, stone, or concrete masonry, stucco, concrete, or wood wall or fence that is not less than six feet in height. The owner must also provide screening for the rear or service side of the structure because a nonresidential building will be exposed to and closer than 150 feet to the boundary line of the R-7.5(A) Single Family District. The site will also have to install a minimum 10 foot landscape buffer along the eastern and southern property lines to meet compliance with Article X residential adjacency.

Abutting the property to the south and west are zoned an R-7.5(A) Single Family District and consist of single family homes. The properties directly to the east of the area of request are zoned CR Community Retail District. One parcel is developed with a general merchandise land use with motor vehicle fueling, the other parcel is undeveloped. Farther to the east, across Clark Road, is the city of Duncanville. Parcels

directly adjacent to Clark Road contain retail, restaurant, and personal service uses. The property to the northeast, across West Wheatland Road, is zoned CR Community Retail District and is developed with a restaurant and a motor vehicle fueling station. North of the area of request is property zoned PDD No. 876. This lot contains a developed big box retail establishment [Wal-Mart]. To the northwest of the area of request, across West Wheatland Road, is Kennemer Middle School [Duncanville ISD]. This property is zoned TH-3(A) Townhouse District. The school is allowed by SUP No. 1007.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
NS(A) Neighborhood Service	15'	No Min.; adj to res 20'	N/A	35' gable, hip, or gambrel roof	45% for res structure; 25% for non-res	Residential Proximity Slope	Residential, Institutional, Recreation, and public utility service uses
Proposed							
CR Community Retail	15'	No Min.; adj to res 20'	0.5 for office; 0.75 for all uses combined	54'	60%	Residential Proximity Slope	Institutional, Lodging, Office, Retail, Wholesale uses

Parking:

Pursuant to the Dallas Development Code, off-street parking must be provided in accordance with Division 51A-4.200. The Dallas Development Code requires off-street parking to be provided at one space per 200 square feet of floor area for uses with less than 10,000 square feet of floor area. One space per 220 square feet of floor area for uses with a floor area of 10,000 square feet or greater, but less than 40,000 square feet of floor area. One space per 250 square feet of floor area for uses with a floor area of 40,000 square feet or greater, but less than 100,000 square feet of floor area. The approximate proposed floor area for this development is 36,000 square feet of floor area. This would require 164 off-street parking spaces. The proposed land use will also be required to provide one off-street loading space to meet all parking requirements defined in the Dallas Development Code.

Landscaping:

Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended.

CPC Action

May 18, 2017

Motion: It was moved to recommend **approval** of a CR Community Retail District on property zoned an NS(A) Neighborhood Service District, on the south side of West Wheatland Road, west of Clark Road.

Maker: Houston
Second: Anglin
Result: Carried: 13 to 0

For: 13 - Anglin, Houston, Davis, Shidid,
Anantasomboon, Mack, Haney, Jung, Housewright*, Peadon,
Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Schultz
Vacancy: 0
Conflict: 1 - Rieves

*out of the room, shown voting in favor

Notices: Area: 400 Mailed: 87
Replies: For: 3 Against: 6

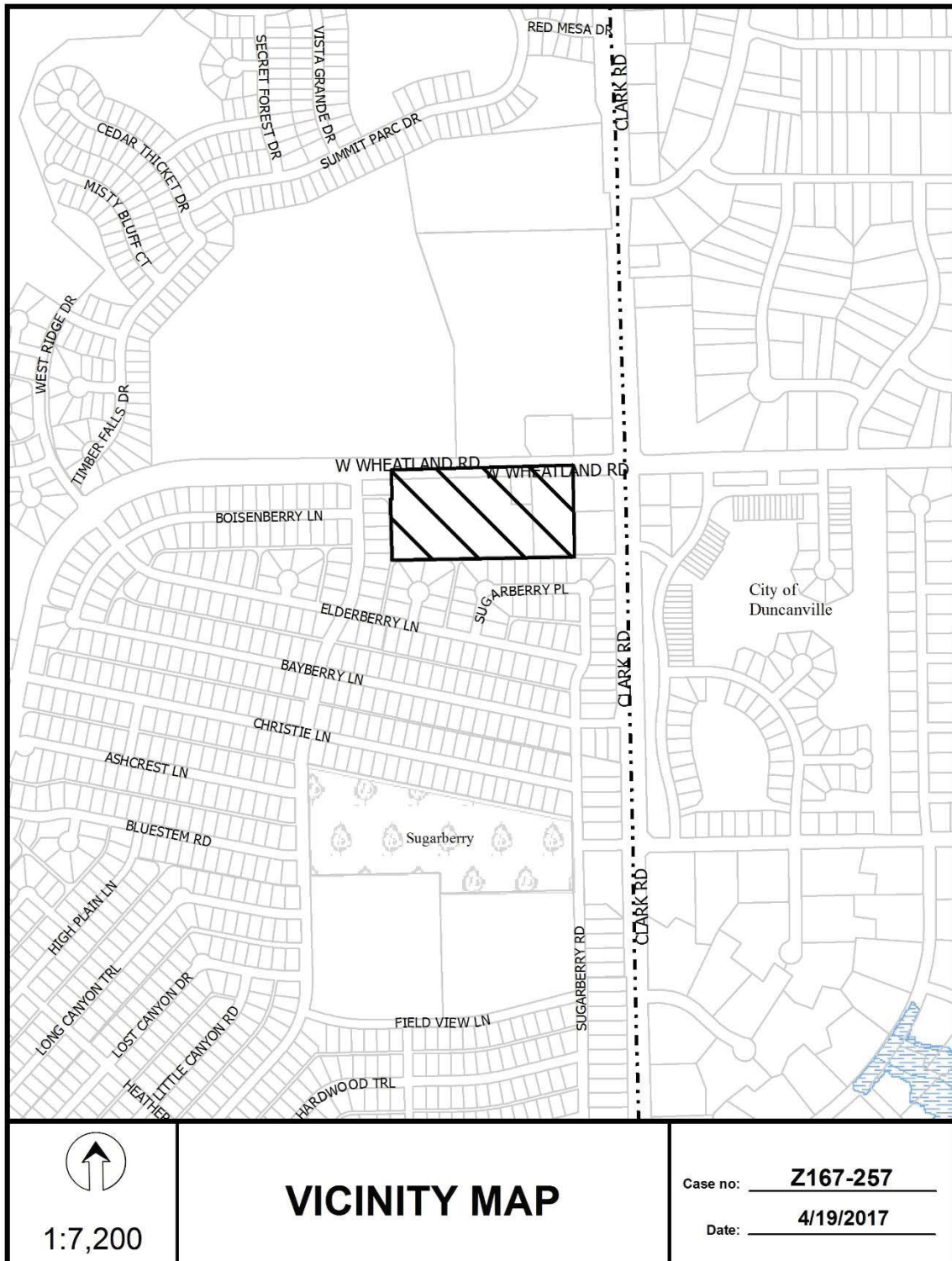
Speakers: None

List of Partners/Principals/Officers

Russells Telecom Solutions - Block 8604, 7080 Wheatland Road

TA Properties II LTD - Block 8604, TR 2, 7030 Wheatland Road

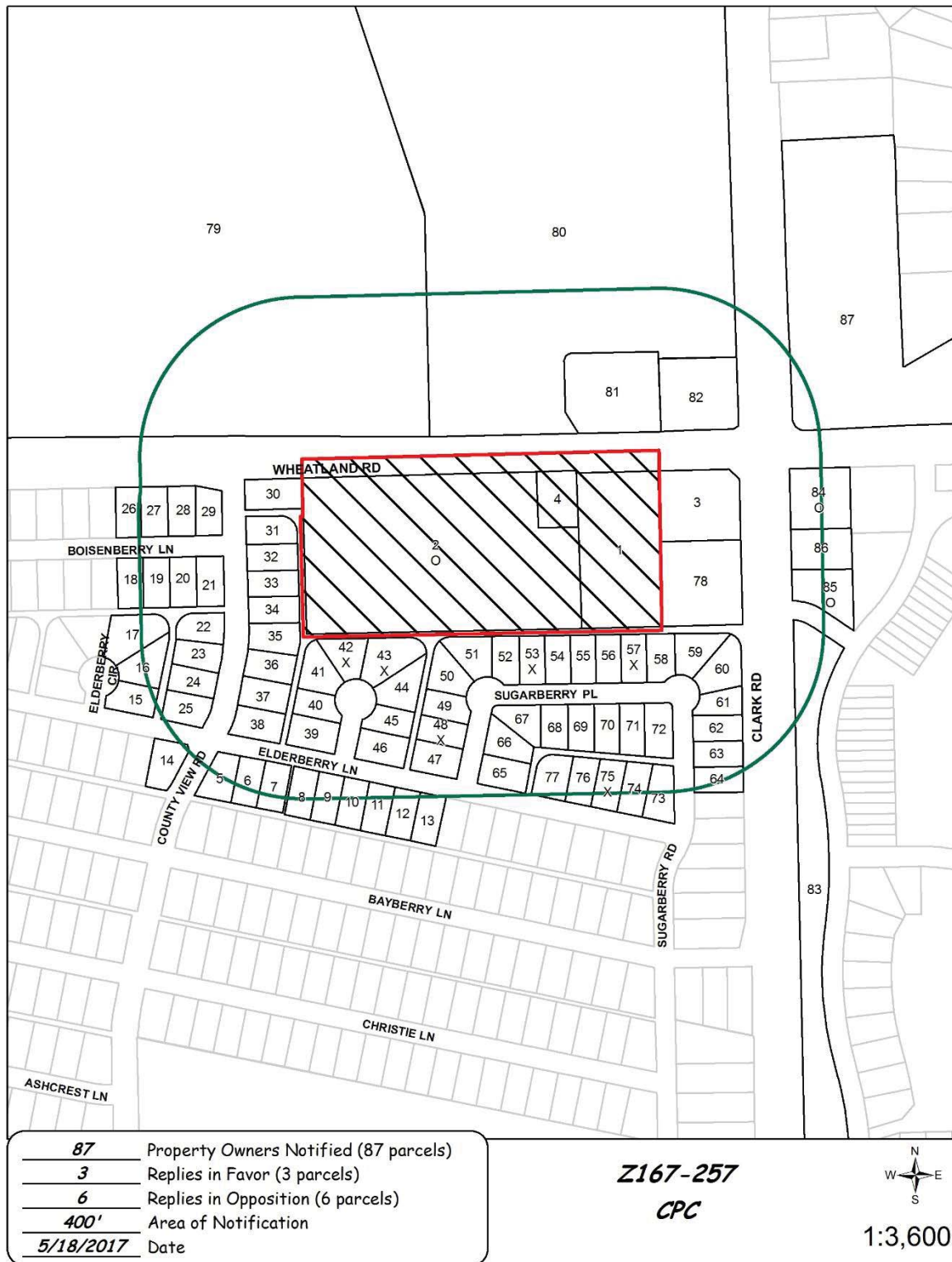
Joni L. Thurmond and Virgil B. Thurmond - 7044 W Wheatland Road







CPC RESPONSES



05/17/2017

Reply List of Property Owners***Z167-257******87 Property Owners Notified******3 Property Owners in Favor******6 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	7080 W WHEATLAND RD	RUSSELLS TELECOM SOLUTIONS INC
	2	7030 W WHEATLAND RD	TA PROPERTIES II LTD
	3	8817 CLARK RD	MURTAZA INVESTMENTS INC
	4	7044 W WHEATLAND RD	THURMOND VIRGIL B & JONI L
	5	7232 ELDERBERRY LN	SMITH FANNIE M
	6	7228 ELDERBERRY LN	WELLS YOLANDA L &
	7	7224 ELDERBERRY LN	MURRAY SHIRLEY
	8	7220 ELDERBERRY LN	SERVIN IGNACIO &
	9	7218 ELDERBERRY LN	STITT SANDRA K
	10	7216 ELDERBERRY LN	WEBB SHONTE DAWN
	11	7212 ELDERBERRY LN	STEPHENS JOHNNY
	12	7210 ELDERBERRY LN	PIKE VALARIE ANN
	13	7206 ELDERBERRY LN	EVANS PANSY
	14	7302 ELDERBERRY LN	VEASLEY JAMES & BEVERLY
	15	7302 ELDERBERRY CIR	LOOS FAMILY TRUST UTA THE
	16	7306 ELDERBERRY CIR	CAMPBELL JOHNNY III &
	17	7310 ELDERBERRY CIR	JEFFERSON TREVOR B &
	18	7214 BOISENBERRY LN	LANG EDDIE &
	19	7210 BOISENBERRY LN	OLEARY CLARE F
	20	7206 BOISENBERRY LN	FURLOUGH DAYLON D
	21	7202 BOISENBERRY LN	JONES LARRY EARL &
	22	8723 COUNTY VIEW RD	REA JOSE D
	23	8727 COUNTY VIEW RD	PEREZ HUMBERTO & REBECCA
	24	8731 COUNTY VIEW RD	S & S FAITH FUND LLC
	25	8735 COUNTY VIEW RD	TOWNSEND HAYDEN EST OF
	26	7211 BOISENBERRY LN	TINOCO EFRAIN JR

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	7209 BOISENBERRY LN	ROBERTS VICKY L
	28	7205 BOISENBERRY LN	COSS LUCIA
	29	7201 BOISENBERRY LN	MARTINEZ BERNARDO & ELVIA
	30	8702 COUNTY VIEW RD	SORRELLS EVELYN F
	31	8706 COUNTY VIEW RD	VALDEZ LORENA
	32	8710 COUNTY VIEW RD	EVANS JANIE LYNN
	33	8714 COUNTY VIEW RD	BLANCHARD BOBBY C & DEBOR
	34	8718 COUNTY VIEW RD	MAGEE SANDERA
	35	8722 COUNTY VIEW RD	KILDOW JERRY R
	36	8726 COUNTY VIEW RD	WILLIAMS FLORENCE E
	37	8730 COUNTY VIEW RD	TAKANO TAKESHI
	38	8734 COUNTY VIEW RD	MORENO ALEJANDRA &
	39	8615 ELDERBERRY CT	WILBORN CHARLOTTE C
	40	8611 ELDERBERRY CT	PEAVY LOWELL &
	41	8607 ELDERBERRY CT	WATSON KENNETH
X	42	8603 ELDERBERRY CT	SULLIVAN ROY LEE
X	43	8604 ELDERBERRY CT	DRIVER LARRY JOE
	44	8608 ELDERBERRY CT	MILLER SHAWN DOUGLAS
	45	8612 ELDERBERRY CT	SCOTT CLAUDIA
	46	8616 ELDERBERRY CT	TRAYLOR CLOTEAL
	47	8503 SUGARBERRY PL	MCNEILL WILLIAM MICHAEL
X	48	8507 SUGARBERRY PL	WHITAKER SHARRON WHITE
	49	8511 SUGARBERRY PL	ALLEN JERRY B
	50	8415 SUGARBERRY PL	VARGAS LUIS & MARIA
	51	8419 SUGARBERRY PL	LOPEZ ALICIA
	52	8423 SUGARBERRY PL	CERVANTES ANDREW C
X	53	8427 SUGARBERRY PL	GORDON GILDA FAYE
	54	8431 SUGARBERRY PL	FULLER AMOS E & ALICE F
	55	8435 SUGARBERRY PL	NUNEZ MARTIN
	56	8439 SUGARBERRY PL	ROBINSON ANNIE
X	57	8443 SUGARBERRY PL	HAWTHORNE ALTHIA C

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	8447 SUGARBERRY PL	ARIAS VARGAS ROY &
	59	8451 SUGARBERRY RD	HARLAN PAUL & LATAUSHA
	60	8455 SUGARBERRY RD	CHAMBERS JEAN
	61	8504 SUGARBERRY RD	MATA HUGO &
	62	8510 SUGARBERRY RD	PINA GERARDO &
	63	8512 SUGARBERRY RD	GARCIA JUAN
	64	8516 SUGARBERRY RD	FRANKIE MARJORIE B
	65	8502 SUGARBERRY PL	CEBALLOS ESMERALDA &
	66	8508 SUGARBERRY PL	VERACRUZ MARCELINA EST OF
	67	8424 SUGARBERRY PL	KOLLER JON M & CONNINE J
	68	8428 SUGARBERRY PL	PETTY HARVEY B & VICKY L
	69	8432 SUGARBERRY PL	NEAL MCCLINTON E &
	70	8436 SUGARBERRY PL	ADAMS JAMES CECIL
	71	8440 SUGARBERRY PL	BRACKEN CORWIN &
	72	8444 SUGARBERRY PL	HORSLEY LAWRENCE E
	73	7103 ELDERBERRY LN	BANK OF AMERICA
	74	7107 ELDERBERRY LN	BROWN MARIA L
X	75	7111 ELDERBERRY LN	BROWN CHESTER J
	76	7115 ELDERBERRY LN	JONES SHEILA & ELTON
	77	7119 ELDERBERRY LN	MORISEY SCOTT
	78	8825 CLARK RD	RUSSELL HAROLD
	79	7101 W WHEATLAND RD	DUNCANVILLE I S D
	80	7075 W WHEATLAND RD	WALMART REAL ESTATE BUSINESS TRUST
	81	7035 W WHEATLAND RD	MURPHY USA REAL ESTATE LKE 14 LP
	82	7007 W WHEATLAND RD	MCDONALDS CORP
	83	801 CARRIAGE WAY	GREENE HOME OWNERS ASSN
O	84	602 S CLARK RD	SOUTHERN C STORE CORP
O	85	1415 COMMONS GATE	LUCKY DUCKY CAR WASH LLC
	86	606 S CLARK RD	RUSSELL VICKY
	87	1415 W WHEATLAND RD	FIRST FREE WILL BAPTIST

AGENDA ITEM # 65

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 36 Z; 46 D

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 543 for R-7.5(A) Single Family District uses and a public school other than open-enrollment charter school with Historic Overlay No. 53 and Historic Overlay No. 120 in an area bounded by Glasgow Drive, Reiger Avenue, Paulus Avenue and Covington Lane

Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised traffic management plan, and conditions

Z167-260(OTH)

FILE NUMBER: Z167-260(OTH)

DATE FILED: March 29, 2017

LOCATION: Area bounded by Glasgow Drive, Reiger Avenue, Paulus Avenue and Covington Lane.

COUNCIL DISTRICT: 14

MAPSCO: 36-Z; 46-D

SIZE OF REQUEST: Approx. 17.414 Acres

CENSUS TRACT: 13.01

APPLICANT/OWNER: Dallas Independent School District

REPRESENTATIVE: Karl Crawley, Masterplan

REQUEST: An application for an amendment to Planned Development District No. 543 for R-7.5(A) Single Family District uses and a public school other than open-enrollment charter school with Historic Overlay No. 53 and Historic Overlay No. 120.

SUMMARY: The applicant is proposing the amendment to allow for an approximately 72,000 square foot addition to Woodrow Wilson High School for a gymnasium and additional classroom space; and for an addition of approximately 35,000 square feet for classroom space and expansion of the cafeteria, and additional parking spaces for J.L. Long Middle School.

CPC RECOMMENDATION: **Approval**, subject to a revised development plan, revised traffic management plan, and conditions.

STAFF RECOMMENDATION: **Approval**, subject to a revised development plan, revised traffic management plan, and conditions.

BACKGROUND INFORMATION:

- The request site is developed with both, a high school, Woodrow Wilson High School and middle school, J. L. Long Middle School, along with typical improvements associated with a public school campus. Additionally, a youth and family center use operates from a structure within the extreme northwest quadrant of the site.
- The proposed amendment includes a 72,000 square foot addition for new gymnasium for Woodrow Wilson High School; and 35,000 square feet addition for additional classrooms and the cafeteria expansion, and 54 additional off-street parking spaces for J. L. Long Middle School.
- The existing schools encompass an approximately 342,000 square feet of floor area.
- Planned Development District was established by City Council on March 24, 1999 and amended on February 23, 2011 to increase the number of classrooms and change other PD requirements.
- The applicant has been working closely with the Historic Preservation staff to comply with all the reviews for construction process. Items such as demolition, additions, relocation of portables, design and expansion on the property have been and will continue to comply and follow the appropriate channels with the Landmark Commission and City staff for compliance with all historic preservation requirements for the two historic districts. Certificates of Appropriateness have been approved for a portion of the work with additional review for the remainder.

Thoroughfare/Street	Type	Existing ROW
Glasgow Drive	Local	50' ROW
Reiger Avenue	Local	50' ROW
Paulus Avenue	Local	50' ROW
Covington Lane	Local	50' ROW

	Zoning	Land Use
Site	PD No. 543, H/53, H/120	Public school
Northeast	PDD No. 543	Single family & multifamily
Southeast	R-7.5(A)	Duplex
Southwest	PDD No. 543	Randall Park
Northwest	PDD No. 543	Single family and multifamily

STAFF ANALYSIS:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

Land Use Element

Goal 1.1 Align land use strategies with economic development priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

1.1.5.5 Continue to facilitate neighborhood initiatives to stabilize and revitalize residential areas using historic districts, conservation districts and neighborhood overlays.

Urban Design

GOAL 5.2 Strengthen Community and Neighborhood Identity

Policy 5.2.1 Maintain neighborhood scale and character.

Policy 5.2.2 Promote the character of the city's significant districts, linkages and areas.

Neighborhood Plus

4.2 Support and leverage emerging quality and school choice programs.

Land Use Compatibility:

The site is developed with both, a public high school, Woodrow Wilson High School, and a public middle school, J. L. Long Middle School, along with typical improvements associated with a public school campus, inclusive of a youth and family center. The youth and family center use operates in a structure located in the northwest quadrant of the site. Woodrow Wilson High School was built in 1928 and J. L. Long was constructed in 1933.

The school is located within a low-to-medium density residential area, consisting predominately of single family, duplex and multifamily structures. The multifamily developments are located at the north corner of Reiger Avenue and Glasgow Drive, and east of the site along Paulus Avenue. Randall Park is located on the property to the west/southwest across Glasgow Drive.

The proposed additions to the existing schools are an approximately 72,000 square foot addition to Woodrow Wilson High School for a gymnasium and additional classroom space; and for an addition of approximately 35,000 square feet for classroom space and expansion of the cafeteria, and additional parking spaces for J.L. Long Middle School.

While some of the portables will be temporarily moved to accommodate the new construction, all the existing 13 portables will remain on the property on the location shown on the proposed development plan.

The applicant is capping the floor area to 428,000 square feet, an increase of 78,000 square feet. While the lot coverage is maintained at a maximum of 40 percent of the 17.414 acres of land, the applicant is not yet reaching that percentage. The proposed lot coverage and floor area proposed by the applicant should not negatively impact the surrounding properties. The additions to the school will be contiguous to the existing buildings. The applicant has been working with the Historic Preservation staff to ensure that the design of the proposed additions is compatible with the existing buildings and the surrounding properties.

Traffic:

The Engineering Division of the Sustainable Development and Construction Department reviewed the applicant's request and submitted Traffic Management Plan and determined that it will not significantly impact the surrounding street system. Furthermore, staff is recommending periodic reviews to the plan initially submitted with this application so as to ensure traffic patterns do not impact the built environment.

Landscaping:

PDD No. 543 requires landscaping for the school campus to comply with that on the development plan that regulates the property. The proposed expansion will comply with landscape requirements as shown in the proposed development plan. Due to the unique character of the existing structures on the property and the new proposed ones, the applicant will not meet Article X as requirements demand; however, the proposed landscaping will be meeting the spirit of Article X by providing the landscaping required and ensuring that the additional landscape is installed according to the conditions of the property, such as underground utilities that will not allow for large street trees, but will accommodate small trees.

Parking:

As of March 24, 1999, the two schools combined were providing a total of 356 parking spaces per the development plan and ordinance. The records do not indicate the number of classrooms existing at the time in the two schools.

The Planned Development District was amended on February 23, 2011. The development, as approved on that date, indicates that the middle school had 62 classrooms and the high school had 85 classrooms. It also indicates that the provided parking is 415 parking spaces. The total number of parking spaces the applicant would have to provide if meeting Code requirements at 3.5 for 62 middle school classroom is 217; and 9.5 for 85 high school classrooms would be 808 parking spaces for a total of 1,025 parking spaces. The applicant provided 415 parking spaces at that time, a difference of 610 parking spaces. The Engineering Division is approving the reduction in parking due to the fact that when the schools were built, there was not provision for parking requirements at the time of the construction of the schools. Moreover, the applicant has provided a traffic management plan that more or less will be less disruptive to the surrounding area.

At the June 8, 2017, City Plan Commission hearing, the applicant's representative indicated the total number of parking spaces in the PD was 511. CPC's recommendation reflected the 511 spaces in the revised conditions. However, upon further review with the representative, it was determined that there are 538 parking spaces shown on the development plan.

The proposed development plan in this request shows the total number of parking spaces provided on the property is 538, and increase of 54 spaces from the previously approved development plan. The existing 58 on-street parking is being counted as part of the provided parking for the uses. The plan indicates 345 spaces are provided for Woodrow Wilson High School and 139 spaces are assigned to J.L. Long Middle School. The number of classrooms after the additions will be 85 for the high school (no change) and 66 for the middle school (four additional classrooms). The total number of parking spaces the applicant would have to provide if meeting Code requirements at 3.5 for 66 middle school classrooms (231) and 9.5 for 85 high school classrooms (808) would be 1,039 parking spaces (231+808), a difference of 501 parking spaces. The Engineering Division is approving the reduction in parking due to the fact that when the schools were built, there was not provision for parking requirements at the time of the

construction of the schools. Moreover, the applicant has provided a traffic management plan that more or less will be less disruptive to the surrounding area.

Historic Overlays and Historic Preservation information update:

The property possesses the H/53 and H/120 designations. Final plans, elevations, and details will require final Landmark review prior to the issuance of any building permits.

H-53, Woodrow Wilson High School

Recent Reviews Completed:

- 1/9/2017 – Landmark Commission reviewed a Courtesy Review for construction of a three-story addition (CR167-002(LC)). This was not for an actual design approval, but for feedback and comments on the direction the architects were going with the design.
- 3/6/2017 – Landmark Commission approved the relocation of four portable classrooms within the site, installation of a temporary metal canopy and ramp, and the addition of handicap striping and signage to the staff parking lot (CA167-229(LC)). The moving of these classrooms was part of their preparation for the construction of a new three story addition to the high school. Once the addition is complete, these four portables will be removed from the site.

Upcoming Review:

- 6/5/2017 – This applicant has submitted their CA request for actual approval of the three story addition. This case will go before the Commission on June 5th. Staff has recommended approval. This applicant will need to submit a demo request for the removal of a 1950s and 1970s addition to make way for this addition. However, they will not apply for the demo approval yet because demo approvals expire after 180 days and they want to wait until they are closer to their demo time (Jan 2018).

H-120, J.L. Long Middle School

Recent Reviews Completed:

1/9/2017 – Landmark Commission reviewed a Courtesy Review for construction of a two-story addition and expanded parking lot (CR167-003(LC)). This was not for an actual design approval, but for feedback and comments on the direction the architects were going with the design.

3/6/2017 – Landmark Commission approved the relocation of 10 portable classrooms within the site, and the expansion of the existing parking lot (CA167-228(LC)). The moving of these classrooms was part of their preparation for the construction of a new two story addition to the middle school. Once the addition is complete, these ten portables will be removed from the site.

Upcoming Review:

Z167-260(OTH)

7/10/17 – This applicant has submitted their CA request for actual approval of the two story addition. This case will go before the Commission on July 10th. Most likely staff will be recommending approval. There are no demolition requests necessary for this project.

CPC ACTION:
June 8, 2017

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 543 for R-7.5(A) Single Family District uses and a public school other than open-enrollment charter school with Historic Overlay No. 53 and Historic Overlay No. 120, subject to a revised development plan, revised traffic management plan, and conditions with the following modifications: 1) Page 3-10, Section 51P-543.108(b)(1), second sentence to read: "The number of required off-street parking spaces shall be 511, including 58 on-street parking spaces on Reiger Avenue and Glasgow Drive, and 2) Page 3-11, Section 51P-543.108.1(c)(1), the words "even numbered" be changed to "odd numbered", in an area bounded by Glasgow Drive, Reiger Avenue, Paulus Avenue and Covington Lane.

Maker: Ridley
Second: Anglin
Result: Carried: 13 to 0

For: 13 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 2 - Anantasomboon, Schultz
Vacancy: 0

Notices:	Area: 500	Mailed: 228
Replies:	For: 9	Against: 1

Speakers: For: Karl Crawley, 900 Jackson St., Dallas, TX, 75202
Against: None

DALLAS INDEPENDENT SCHOOL DISTRICT

Board of Trustees

District 1	Edwin Flores, First Vice President
District 2	Dustin Marshall
District 3	Dan Micciche, President
District 4	Jaime Resendez, Board Secretary
District 5	Lew Blackburn
District 6	Joyce Foreman
District 7	Audrey Pinkerton, Second Vice President
District 8	Miguel Solis
District 9	Bernadette Nutall

**ARTICLE 543.
PD 543.**

SEC. 51P-543.101. LEGISLATIVE HISTORY.

PD 543 was established by Ordinance No. 23833, passed by the Dallas City Council on March 24, 1999. Ordinance No. 23833 amended Ordinance No. 19455, Chapter 51A of the Dallas City Code, as amended. (Ord. Nos. 19455; 23833; 25163; 28130)

SEC. 51P-543.102. PROPERTY LOCATION AND SIZE.

PD 543 is established on property generally bounded by Glasgow Drive, Reiger Avenue, Paulus Avenue, and Covington Lane. The size of PD 543 is approximately 17.414 acres.

SEC. 51P-543.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article. In this article, an accessory youth and family center means a multi-functional facility sponsored or operated by a school as part of the school use where a combination of social, recreational, welfare, health, habilitation, rehabilitation, counseling, educational, referral, or out-patient medical, dental, or optical treatment services are provided to students and family members.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a residential zoning district. (Ord. Nos. 23833; 25163; 28130)

SEC. 51P-543.103.1. EXHIBIT.

The following exhibit is incorporated into this article: Exhibit 543A: development plan. (Ord. 28130)

SEC. 51P-543.104. DEVELOPMENT PLAN.

(a) For a public school other than an open-enrollment charter school, development and use of the Property must comply with the development plan (Exhibit 543A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

For all other permitted uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site

analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

SEC. 51P-543.105. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the R-7.5(A) Single Family District, subject to the same conditions applicable in the R-7.5(A) Single Family District, as set out in Chapter 51A. For example, a use permitted in the R-7.5(A) Single Family District only by specific use permit (SUP) is permitted in this district only by specific use permit (SUP); a use subject to development impact review (DIR) in the R-7.5(A) Single Family District is subject to DIR in this district, etc.

(b) The following main use is permitted by right:

-- Public school other than an open-enrollment charter school.

SEC. 51P-543.106. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A4.217.

(b) An accessory youth and family center is permitted in the location shown on the development plan.

SEC. 51P-543.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the R-7.5(A) Single Family District apply.

(b) Front yard. For a public school other than an open-enrollment charter school, minimum front yard is 25 feet.

(c) Side and rear yard. For a public school other than an open-enrollment charter school, minimum side and rear yard is as shown on the development plan.

(d) Height.

(1) Except as provided in this subsection, if any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope. Exception: Structures listed in Section 51A-4.408(a)(2) may project through the

slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less.

(2) For a public school other than an open-enrollment charter school, no maximum.

(e) Lot coverage.

(1) For a public school other than an open-enrollment charter school, maximum lot coverage is 40 percent. For purposes of this provision, the Property is considered one lot.

(2) Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(f) Lot size.

(1) For a public school other than an open-enrollment charter school, no minimum lot size.

(2) For all other permitted uses, minimum lot size is 7,500 square feet.

(g) Floor area.

(1) For a public school other than an open-enrollment charter school, maximum floor area is ~~350,000~~ **428,000** square feet.

(2) For an accessory youth and family center, maximum floor area is 3,860 square feet.

SEC. 51P-543.108. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) Public school other than an open-enrollment charter school:

(1) Off-street parking must be located as shown on the development plan. The number of required off-street parking spaces, based on the number of classrooms in existence on March 24, 1999, is 356 **538**.

(2) If additional classrooms are built in the expansion areas shown on the development plan, off-street parking must be provided per the Dallas Development Code.

(3) Parking may be provided in the required yards. (Ord. Nos. 23833; 25163; 28130)

SEC. 51P-543.108.1 TRAFFIC MANAGEMENT PLAN.

(a) In general.

(1) ~~A traffic management plan must be submitted to the city plan commission by October 1, 2011.~~

(2) ~~The traffic management must be submitted using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).~~

(3) Operation of a public school other than an open-enrollment charter school must comply with the traffic management plan approved by the city plan commission.

(b) Queuing. Queuing within the right-of-way is prohibited unless written approval is obtained from the director of public works and transportation. Queuing within the right-of-way must not impede maneuvering for emergency vehicles.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. ~~The initial traffic study must be submitted to the director by November 1, 2012. After the initial traffic study, the~~ The Property owner or operator shall submit updates of the traffic study to the director by November 1st of each odd-numbered year, beginning in 2019.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- (A) ingress and egress points;
- (B) queue lengths;
- (C) number and location of personnel assisting with loading and unloading of students;
- (D) drop-off and pick-up locations;
- (E) drop-off and pick-up hours for each grade level;
- (F) hours for each grade level; and
- (G) circulation.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(A) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

SEC. 51P-543.109. FENCING FOR A PUBLIC SCHOOL USE.

For a public school other than an open-enrollment charter school, fencing must be provided as shown on the development plan. Fencing is permitted in the required yards.

SEC. 51P-543.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-543.111. LANDSCAPING.

(a) In general. Except as provided in this section, landscaping must be provided in accordance with Article X.

(b) Public school other than an open-enrollment charter school.

(1) Landscaping must be provided as shown on the development plan before the building official issues a certificate of occupancy.

(2) Before final inspection of the accessory youth and family center, two trees, a minimum of three caliper inches, must be planted beside the accessory youth and family center buildings as shown on the development plan.

(3) For any structure located or constructed within the “expansion areas” shown on the development plan after March 24, 1999, street trees must be planted in accordance with the following requirements:

(A) Street trees are required within a 300 foot radius of a new structure. The required trees must be planted within six months after issuance of the building permit for the new structure.

(B) The trees listed in Section 51A-10.134 must be used to satisfy the street tree requirements.

(C) Street trees must be a minimum of three caliper inches in size and planted no further apart than 30 feet, measured from the center of the tree to the center of the tree.

(D) All street trees must be irrigated by an automatic irrigation system installed to comply with industry standards or they must be planted within 100 feet of a verifiable water supply.

(E) When existing conditions along the street frontage prohibit planting large trees, one small tree may be substituted for each required street tree.

(F) Maintenance

(G) Maintenance. Plant material must be maintained in a healthy, growing condition.

SEC. 51P-543.112. SIGNS.

Signs must comply with the provisions for non-business zoning districts in Article VII.

~~SEC. 51P-543.113 — INGRESS-EGRESS FOR A PUBLIC SCHOOL OTHER THAN AN OPEN-ENROLLMENT CHARTER SCHOOL.~~

~~Ingress and egress for a public school other than an open-enrollment charter school must be provided as shown on the development plan.~~

SEC. 51P-543.113. VISUAL OBSTRUCTION REGULATIONS.

Except as provided in this section, development must comply with the visual obstruction regulations in Section 51A-4.602(d). For a public school other than an open-enrollment charter school, a chain link fence, as shown on the development plan, may be located in the visibility triangle.

~~SEC. 51P-543.113.1 — EXPANSION AREA.~~

~~(a) Except as provided in this section, any improvements to be located in the expansion area shown on the development plan must be approved through the minor amendment process or zoning change process prior to the issuance of a building permit.~~

~~(b) A minor amendment is not required for modular classrooms in the expansion area shown on the most recently approved development plan.~~

SEC. 51P-543.114. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

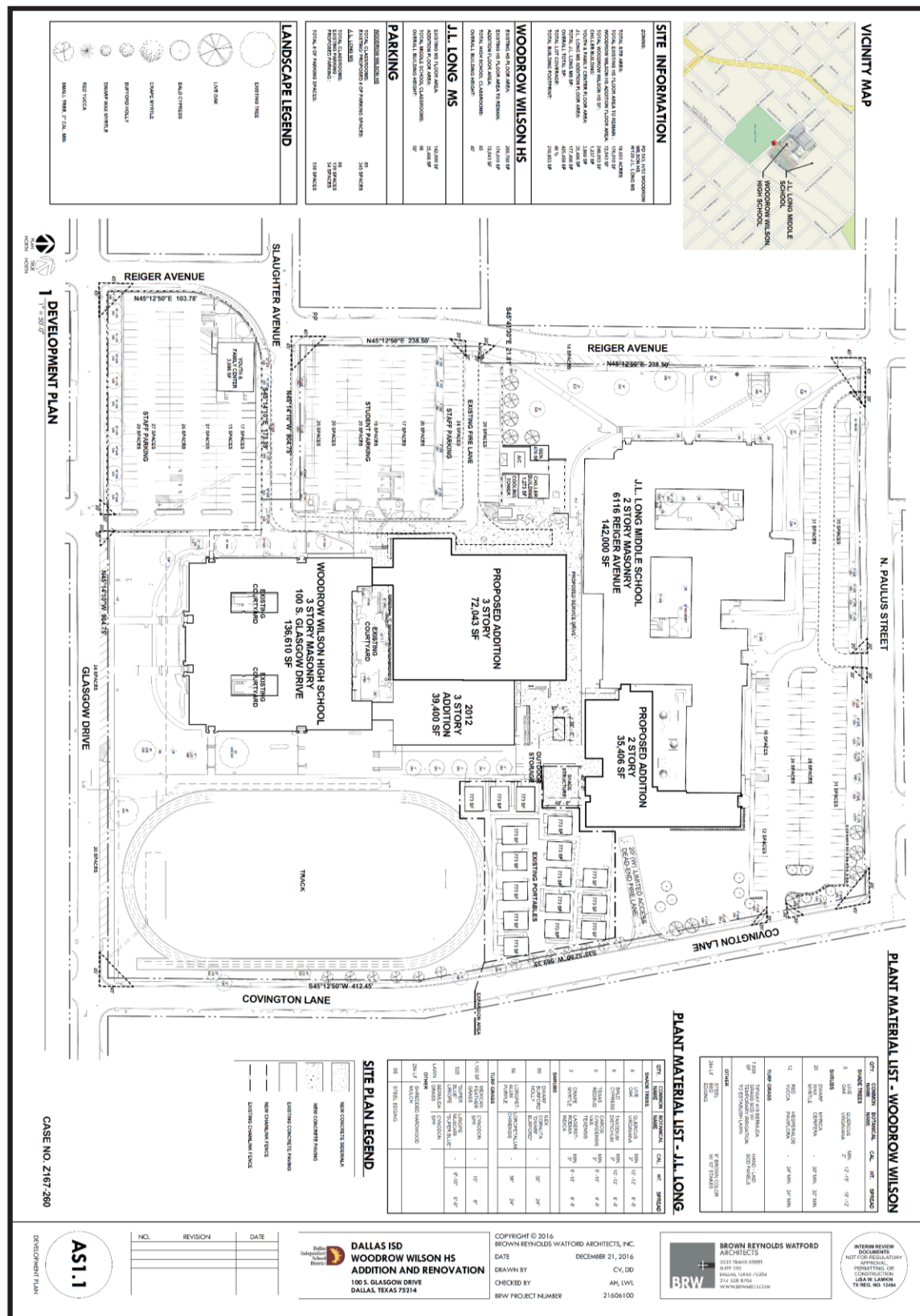
(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

SEC. 51P-543.115.COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit to authorize work, or certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

PROPOSED DEVELOPMENT PLAN



**Proposed TMP
J.L. Long Middle School**



Technical Memorandum

To: Karl Crawley — Masterplan Consultants
From: David Nevarez, PE, PTOE — DeShazo Group, Inc.
Date: May 23, 2017
Re: Traffic Management Plan for DISD J. L. Long Middle School in Dallas, Texas
DeShazo Project Number 17005

INTRODUCTION

DeShazo Group, Inc. (DeShazo) is an engineering consulting firm providing professional service in traffic engineering, transportation planning and related fields. Masterplan Consultants retained the services of DeShazo on behalf of the Dallas Independent School District (DISD) to provide a requisite Traffic Management Plan (TMP) for J. L. Long Middle School. The school is located at 6116 Reiger Avenue in Dallas, Texas.

At the time of this study, the school had an enrollment of 1,372 students in 6th through 8th grade. The school is undergoing a revision of their existing plan. Proposed changes are mainly attributed to additional classrooms with no change to student capacity. A proposed site plan showing proposed building modifications is attached as reference.

The school site is zoned Planned Development [PD] District 543. In order to gain entitlements for the proposed improvements, the school administration is seeking approval of a change to the development plan. As part of the approval process, the City of Dallas requires a TMP as a record of the preferred traffic control strategies and to ensure overall traffic safety and efficient operations. The plan is intended to assess anticipated traffic conditions during the morning drop-off and afternoon pick-up activities on the basis of satisfying these objectives. By consent of the TMP submittal, the school agrees to the strategies presented herein. In addition, the school is held self-accountable to enforce the plan until and unless the City of Dallas deems further mitigation measures are necessary.

TRAFFIC MANAGEMENT PLAN

A school TMP is important to safely achieve an optimum level of traffic flow and circulation during peak traffic periods associated with student drop-off and pick-up. By properly managing vehicular traffic generated during the critical periods, the safety and efficiency of other modes of travel – including walking – will also inherently improve, and the operational impact on the public street system should also be minimized. The TMP should not be considered a comprehensive set of instructions to ensure adequate safety; however, it should be used as a tool to facilitate a safer and more efficient environment.

The analysis summarized below utilizes the proposed school site plan to evaluate aspects such as parking and vehicle queuing (i.e., stacking) that occur at the school in order to accommodate the observed peak demands. A concerted effort and full participation by the school administration, staff, students, and parents are essential to maintain safe and efficient traffic operations.

School Operational Characteristics

Table 1 summarizes the known operational characteristics for J. L. Long Middle School assumed in this analysis:

Table 1. School Operational Characteristics

Enrollment:	6 th – 8 th Grade > 1,271 students
Daily Start/End Schedule:	> Start: 8:35 AM > End: 3:45 PM
Approximate Number of Students Travelling by Mode Other Than Drop-off/Pick-up:	By School Bus: \approx 10% (~130 students) By Self-Driving: \approx 0% By Walking: \approx 0%
Approximate Number of Students with Alternate Schedules:	Extracurricular Activities: \approx 10% (~130 students)

NOTE #1: To the highest degree practical, the accounts of existing conditions presented in this report were based upon actual on-site observations conducted by DeShazo during typical school day(s) conditions and from personal interviews of school representatives.

NOTE #2: Occasional functions or other events may be held at the school which generate traffic outside of the traditional peak drop-off and pick-up periods. While some of the measures presented in this report may be applicable in such cases, traffic characteristics other than those directly associated with the primary drop-off and pick-up periods are not the subject of this analysis.

Site Access and Circulation

The subject site provides a parking area for faculty and staff, which is accessed from N Paulus Avenue and Covington Lane. During the afternoon dismissal period, parents park on street in the vicinity of the school and wait for students. School buses load within the faculty and staff parking lot. Buses enter the parking lot at the west end of the parking lot on N Paulus Avenue and exit at the east end onto N Paulus Avenue. Most of the buses come from the south of the site heading northbound on Reiger Avenue, which operates as a one-way (northbound) operation from Glasgow Drive to N Paulus Avenue during school peak periods.

Passenger Unloading/Loading and Vehicle Queuing

DeShazo conducted field observations during typical school-day conditions on Thursday, January 19 and Tuesday, February 14, 2017. The peak number of parent-vehicles on site was quantified during the afternoon pick-up period. A summary of the peak number of vehicles is provided in Table 2.

Table 2. Peak Vehicles Parked and In Queue during Afternoon Pick-Up Period

# of Students	Max. Vehicle Accumulation (Observed)*
~1,017 students** (or 80% of student pop.)	Approx. 113 parent vehicles, plus 10 school buses and one van/shuttle

* Includes vehicles on- and off-site at time of peak demand, including vehicles in queue, standing, and/or parked.

** See Table 1 above

The school provides designated loading areas along the south side of N Paulus Street between Reiger Avenue and Covington Lane. However, the number of parents picking up students exceeds the designated capacity. Parents also park on the north side of N Paulus Avenue, on both sides of Glasgow Drive, Reiger Avenue and Covington Lane as well as the south side of Slaughter Avenue. Generally, the center lane of all one-way streets remains available for passing traffic.

Recommendations to Facilitate Queue Operations

Queue pick-up participation is a challenge that schools in our community face constantly. Full cooperation of all school staff members, students and parents is crucial for the success of the systematic queue. Proper training of school staff is recommended. Sufficient communications at the beginning of each school term (and otherwise, as needed) with students and parents on their duties and expectations is also recommended.

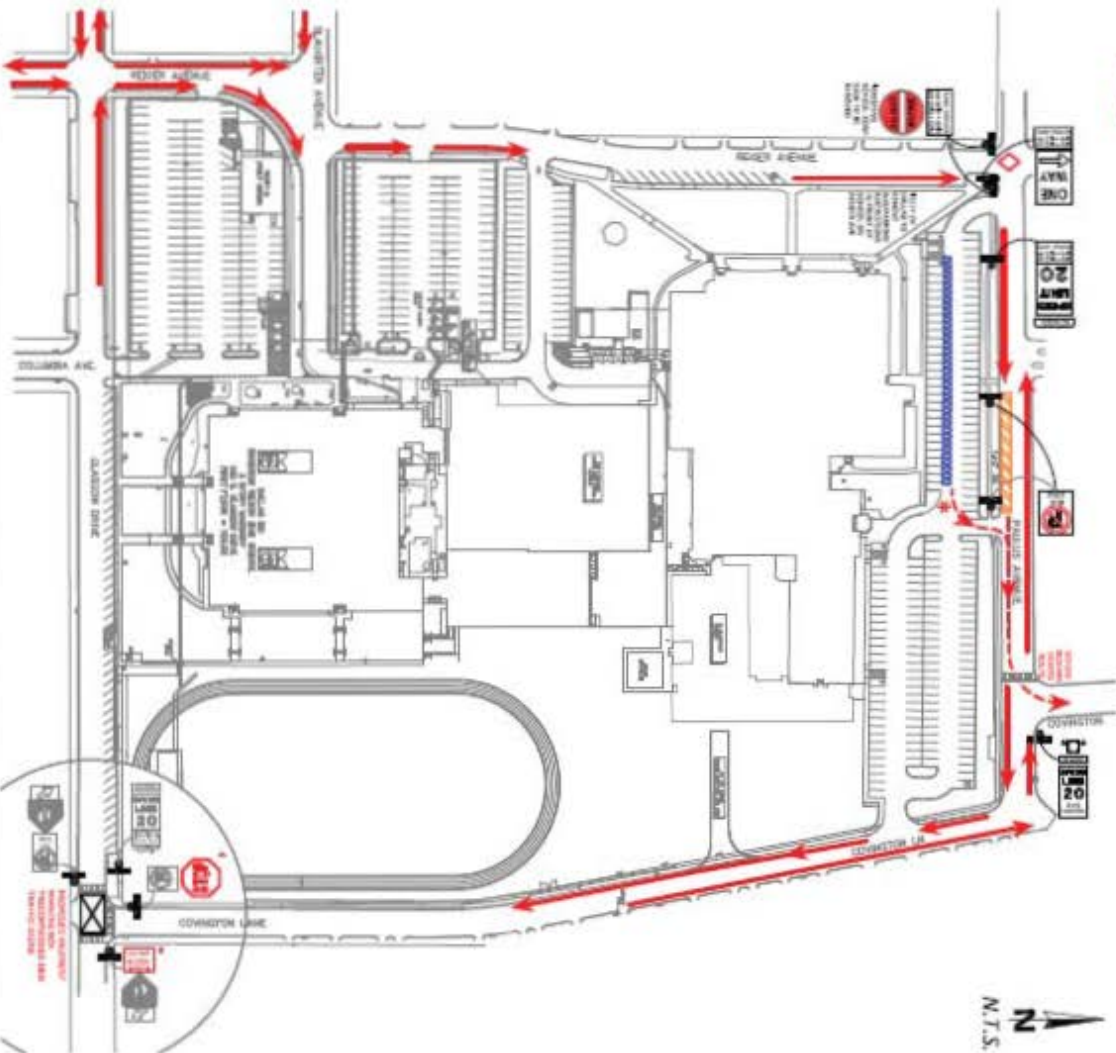
The following recommendations are provided to school administration for the management of vehicular traffic generated by the school during peak traffic conditions. Generally, traffic delays and congestion that occurs during pick-up periods is notably greater than the traffic generated during the morning drop-off period due to timing and traffic concentration. In most instances, achieving efficiencies during the afternoon period is most critical, while the morning traffic operations require nominal active management.

- DeShazo recommends the implementation of the traffic circulation plan depicted in **Exhibit 1** based upon a detailed review of existing traffic conditions.
- All outbound school buses should proceed directly onto Covington Lane to avoid mixing with pedestrian and vehicular traffic congestion on N Paulus Avenue.
- Small school buses and vans should continue to load on-site; all other vehicles should be restricted access from entering the faculty and staff parking lot. However, large school buses should load on N Paulus Avenue as shown in **Exhibit 1** and **Exhibit 2**.
- Staff should continue to direct traffic and coordinate the loading of students on school property. However, only DISD police and/or deputized officers of the law should engage or attempt to influence traffic operations in public streets. There should be an adult school crossing guard present at the intersection of N Paulus Avenue and Reiger Avenue to guide and direct traffic.
- There is no clear evidence of any students walking home after school; school administration should investigate potential opportunities to encourage students to walk home.
- In accordance with the Transportation Code, Section 545.4252, State law prohibits the use of wireless communication devices while operating a motor vehicle during the time a school zone is in effect. Restrictions do not apply to stopped vehicles or the use of handheld free devices.

SUMMARY & RECOMMENDATIONS

This TMP is to be used by DISD J. L. Long Middle School to provide safe and efficient transportation of students, staff, and faculty. The Plan was developed with the intent of optimizing safety and efficiency and the goal of accommodating vehicular traffic generated by the school at peak traffic periods within the site. The details of the TMP shall be reviewed by the school on a regular basis to confirm its effectiveness.

END OF MEMO



Queuing Summary

Student Group	School Trips & Number of Students	Vehicular Demand	
Grades 6 - 8	8:35 AM to 3:45 PM 1,872 Students	Provided	2,676 LF (113 cars)
		Required	2,676 LF (113 cars)
		Surplus	0 LF (0 cars)

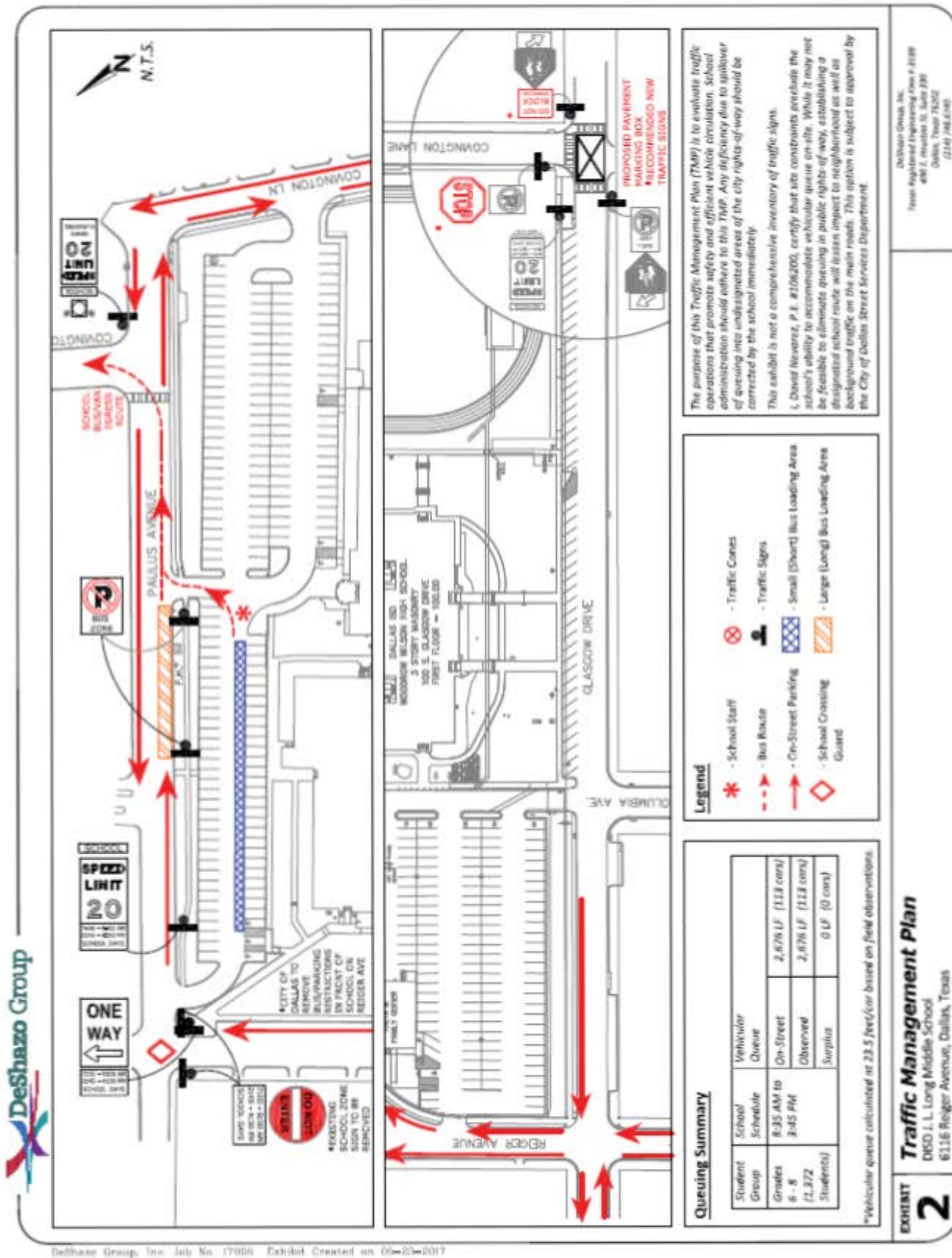
*Vehicle queue calculated at 23.5 feet/passenger car based on field observations.

Legend

- * - School Staff
- - - Bus Route
- Car-Street Parking
- ◇ School Crossing Guard
- ▨ Loading Area
- ⊗ Traffic Cams
- Ⓜ Traffic Signs
- Ⓜ Small (Short) Bus Loading Area
- Ⓜ Large (Long) Bus Loading Area

The purpose of this Traffic Management Plan (TMP) is to evaluate traffic operations that promote safety and efficient vehicle circulation. This TMP was developed to prevent queuing of drop-off/pick-up related vehicles within the city right-of-way. The school administration should adhere to this TMP. Any deficiency due to improper or unsafe travel lanes, should be corrected by the school immediately.

L. David Newberry, P.E. 8106306, certifies that the constraints preclude the school's ability to accommodate vehicular queue on-site. While it may not be feasible to eliminate queuing in public right-of-way, establishing a designated school route will lessen impact on neighborhood as well as background traffic on the main route. This option is subject to approval by the City of Dallas Street Services Department.



**Proposed TMP
Woodrow Wilson High School**



Technical Memorandum

To: Karl Crawley — Masterplan Consultants
From: David Nevarez, PE, PTOE — DeShazo Group, Inc.
Date: May 23, 2017
Re: Traffic Management Plan for DISD Woodrow Wilson High School in Dallas, Texas
DeShazo Project Number 17004

INTRODUCTION

DeShazo Group, Inc. (DeShazo) is an engineering consulting firm providing professional service in traffic engineering, transportation planning and related fields. Masterplan Consultants retained the services of DeShazo on behalf of the Dallas Independent School District (DISD) to provide a requisite Traffic Management Plan (TMP) for DISD Woodrow Wilson High School. The school is located at 100 S Glasgow Drive in Dallas, Texas.

At the time of this study, the school had an enrollment of 1,804 students in 9th through 12th grade. The school is undergoing a revision of their existing plan. Proposed changes are mainly attributed to additional classrooms with no change to student capacity. A proposed site plan showing proposed building modifications is attached as reference.

The school site is zoned Planned Development [PD] District 543. In order to gain entitlements for the proposed improvements, the school administration is seeking approval of a change to the development plan. As part of the approval process, the City of Dallas requires a TMP as a record of the preferred traffic control strategies and to ensure overall traffic safety and efficient operations. The plan is intended to assess anticipated traffic conditions during the morning drop-off and afternoon pick-up activities on the basis of satisfying these objectives. By consent of the TMP submittal, the school agrees to the strategies presented herein. In addition, the school is held self-accountable to enforce the plan until and unless the City of Dallas deems further mitigation measures are necessary.

TRAFFIC MANAGEMENT PLAN

A school TMP is important to safely achieve an optimum level of traffic flow and circulation during peak traffic periods associated with student drop-off and pick-up. By properly managing vehicular traffic generated during the critical periods, the safety and efficiency of other modes of travel – including walking – will also inherently improve, and the operational impact on the public street system should also be minimized. **This TMP should not be considered a comprehensive set of instructions to ensure adequate safety; however, it should be used as a tool to facilitate a safer and more efficient environment.**

The analysis summarized below utilizes the proposed school site plan to evaluate aspects such as parking and vehicle queuing (i.e., stacking) that occur at the school in order to accommodate the observed peak demands. A concerted effort and full participation by the school administration, staff, students, and parents are essential to maintain safe and efficient traffic operations.

School Operational Characteristics

Table 1 summarizes the operational characteristics for Woodrow Wilson High School assumed in this analysis:

Table 1. School Operational Characteristics

Enrollment:	9 th – 12 th Grade > 1,804 students
Daily Start/End Schedule:	> Start: 9:05 AM > End: 4:15 PM
Approximate Number of Students Travelling by Mode Other Than Drop-off/Pick-up:	By School Bus: \approx 20% (~325 students) By Self-Driving: < 10% (~105 students) By Walking: \approx 0%
Approximate Number of Students with Alternate Schedules:	Extracurricular Activities: \approx 10% (~170 students)

NOTE #1: To the highest degree practical, the accounts of existing conditions presented in this report were based upon actual on-site observations conducted by DeShazo during typical school day(s) conditions and from personal interviews of school representatives.
NOTE #2: Occasional functions or other events may be held at the school which generate traffic outside of the traditional peak drop-off and pick-up periods. While some of the measures presented in this report may be applicable in such cases, traffic characteristics other than those directly associated with the primary drop-off and pick-up periods are not the subject of this analysis.

Site Access and Circulation

The school provides student parking in front of the school off Reiger Avenue. No off-street area is available for student loading and unloading—all traffic activities take place within public right-of-way. School buses also operate clockwise in the perimeter of the student parking lot at the front of the school. Buses enter the parking lot at the north driveway on Reiger Avenue and exit at the south driveway. Most school buses arrive from the south of the site, heading northbound on Reiger Avenue, which operates as a one-way (northbound) operation from Glasgow Drive to N Paulus Avenue during school peak periods.

Passenger Unloading/Loading and Vehicle Queuing

DeShazo conducted field observations during typical school-day conditions on Thursday, January 19 and Tuesday, February 14, 2017. The peak number of parent-vehicles on site was quantified during the afternoon pick-up period. A summary of the maximum number of vehicles is provided in **Table 2**.

Table 2. Peak Vehicles Parked and In Queue during Afternoon Pick-Up Period

# of Students	Max. Vehicle Accumulation (Observed)*
~1,020 students** (or 60% of student pop.)	Approx. 128 parent vehicles, plus 13 school buses plus 105 student vehicles

* Includes vehicles on- and off-site at time of peak demand, including vehicles in queue, standing, and/or parked.

** See Table 1 above

In order to accommodate school traffic demands during peak periods, parents park in the perimeter of the school on both sides of Reiger Avenue and Glasgow Drive. Some parents also choose to park available on-street parking spaces designated for students or at the lot directly across the street at the southeast corner of the Columbia Avenue and Glasgow Drive intersection.

Summary of Traffic Queue Operations

Queue pick-up participation is a challenge that schools in our community face constantly. Full cooperation of all school staff members, students and parents is crucial for the success of the systematic queue. Proper training of school staff on their duties and expectations pertaining to this plan is recommended. Sufficient communications at the beginning of each school term (and otherwise, as needed) with students and parents on their duties and expectations is also recommended.

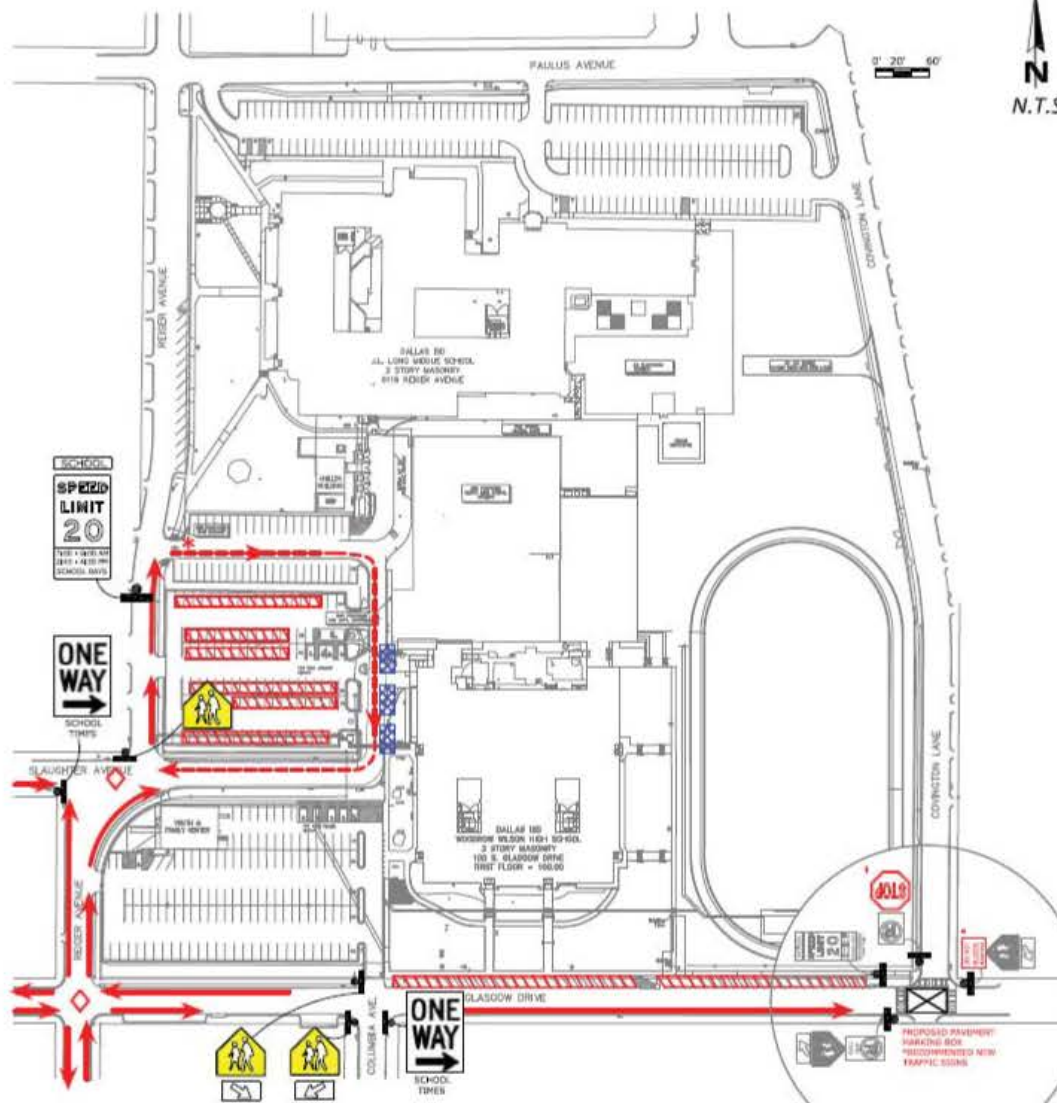
The following recommendations are provided to school administration for the management of vehicular traffic generated by the school during peak traffic conditions. Generally, traffic delays and congestion that occurs during pick-up periods is notably greater than the traffic generated during the morning drop-off period due to timing and traffic concentration. In most instances, achieving efficiencies during the afternoon period is most critical, while the morning traffic operations require nominal active management.

- DeShazo recommends the implementation of the traffic circulation plan depicted in **Exhibit 1** based upon a detailed review of existing traffic conditions.
- School buses should continue to operate on-site; all other vehicles should be restricted access from entering the school driveway and student parking lot.
- Staff should continue to direct pedestrian traffic. However, only DISD police and/or deputized officers of the law should engage or attempt to influence traffic operations in public streets. There should be an adult school crossing guard present at the intersection of Reiger Avenue and Glasgow Drive and a second guard at the intersection of Reiger Avenue and Slaughter Avenue to guide and direct traffic.
- There is no clear evidence of any students walking home after school. School administration should investigate potential opportunities to encourage students to walk home.
- In accordance with the Transportation Code, Section 545.4252, State law prohibits the use of wireless communication devices while operating a motor vehicle during the time a school zone is in effect. Restrictions do not apply to stopped vehicles or the use of handheld free devices.

SUMMARY & RECOMMENDATIONS

This TMP is to be used by DISD Woodrow Wilson High School to provide safe and efficient transportation of students, staff, and faculty to and from the site. The Plan was developed with the intent of optimizing safety and efficiency and the goal of accommodating vehicular traffic generated by the school at peak traffic periods within the site. The details of the TMP shall be reviewed by the school on a regular basis to confirm its effectiveness.

END OF MEMO



Queuing Summary

Student Group	School Timings & Number of Students	Vehicular Demand	
Grades 9 - 12	8:35 AM to 3:45 PM 1,804 Students	Provided	1,465 LF (122 cars)
		Required	1,465 LF (122 cars)
		Surplus	0 LF (0 cars)

*Vehicular queue calculated at 23.5 feet/passenger car based on field observations.

Legend

- * - School Staff
- - - - - Bus Route
- - On-Street Parking
- ◇ - School Crossing Guard
- ⊗ - Traffic Cones
- ▨ - Student Parking
- ⤴ - Existing Traffic Sign
- ▤ - Bus Loading Area

The purpose of this Traffic Management Plan (TMP) is to evaluate traffic operations that promote safety and efficient vehicle circulation. This TMP was developed to prevent queuing of drop-off/pick-up related vehicles within the city rights-of-way. The school administration should adhere to this TMP. Any deficiency due to spillover of queuing into undesignated areas of the city rights-of-way, including roadway travel lanes, should be corrected by the school immediately.

I, David Nevarez, P.E. #106200, certify that site constraints preclude the school's ability to accommodate vehicular queue on-site. While it may not be feasible to eliminate queuing in public rights-of-way, establishing a designated school route will lessen impact to neighborhood as well as background traffic on the main roads. This option is subject to approval by the City of Dallas Street Services Department.

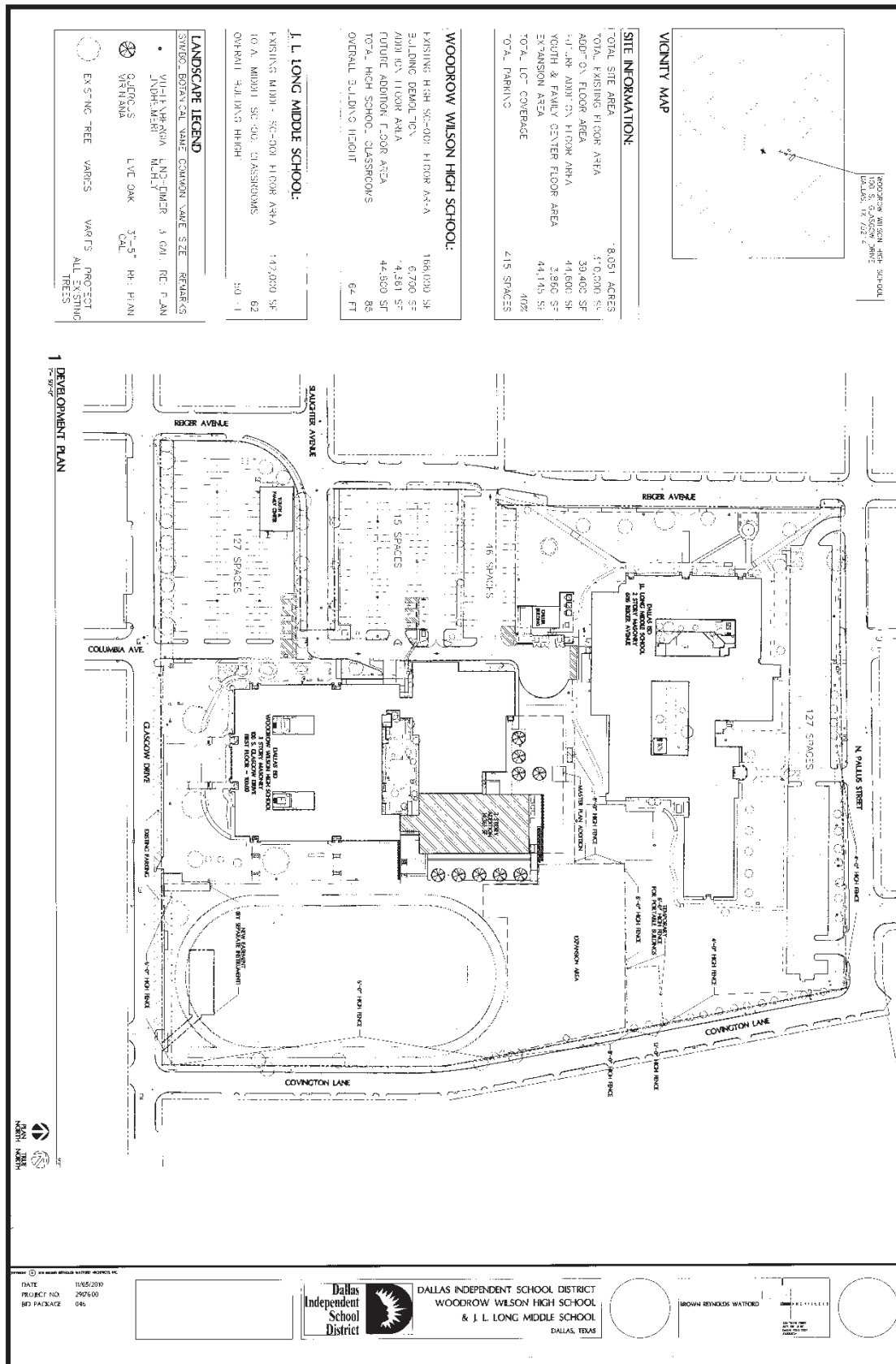
EXHIBIT 1

Traffic Management Plan

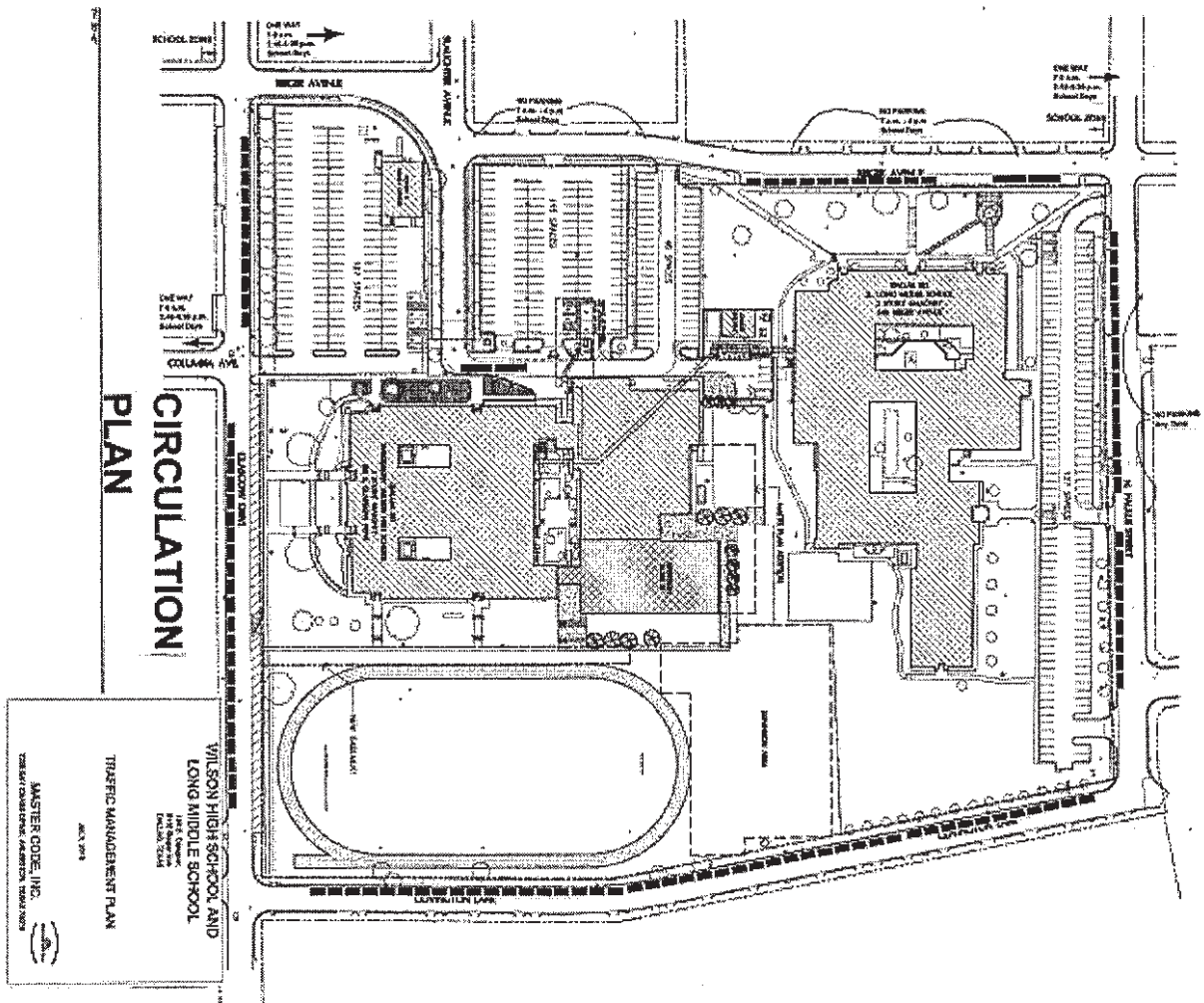
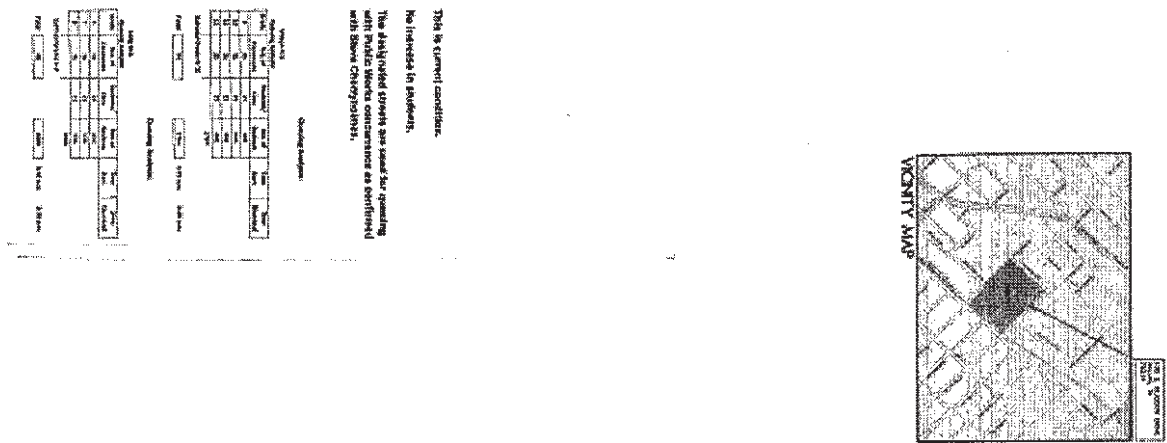
DISD Woodrow Wilson High School
100 S Glasgow Drive, Dallas, Texas

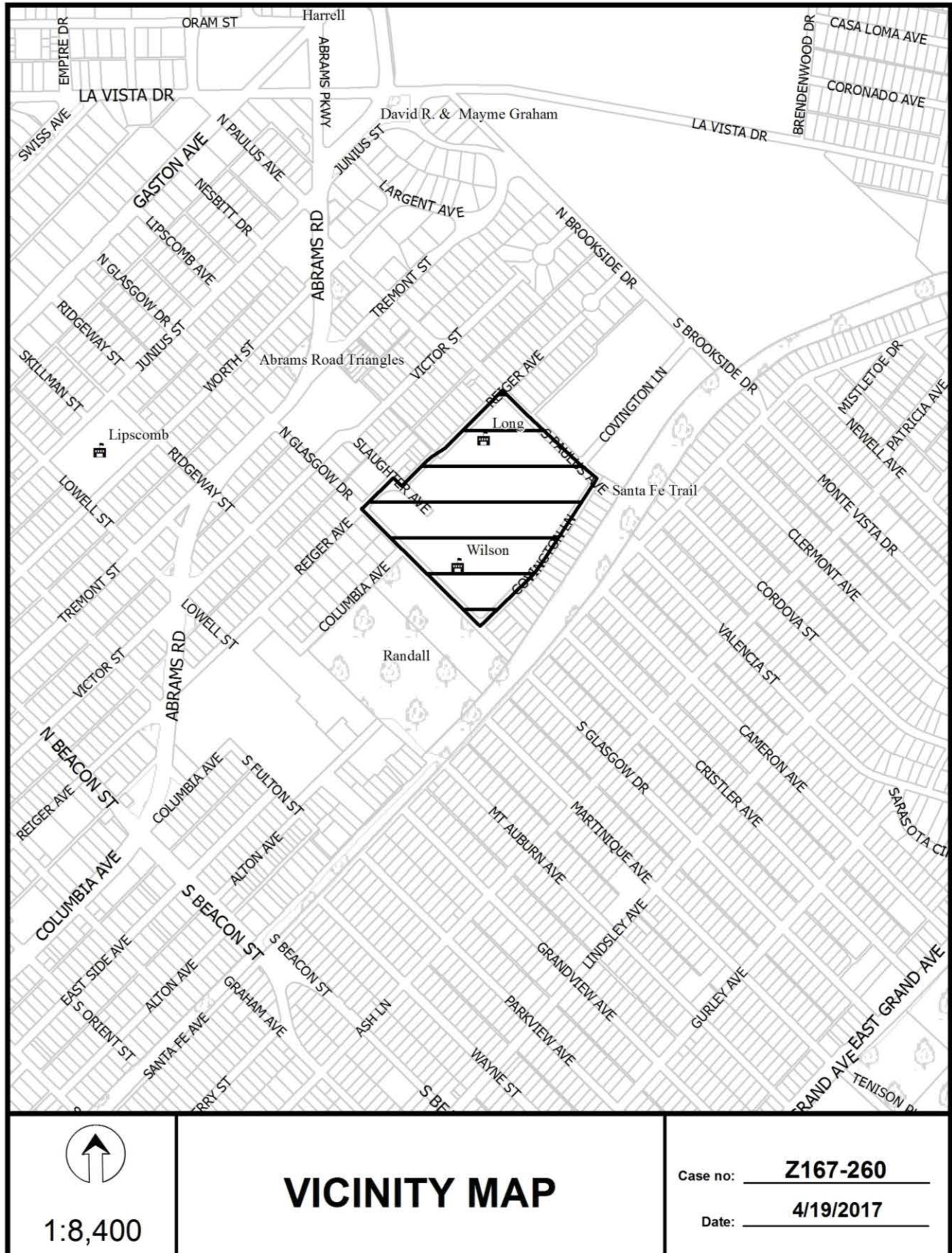
DeShazo Group, Inc.
Texas Registered Engineering Firm F-31399
400 S. Houston St. Suite 330
Dallas, Texas 75202
(214) 748.6740

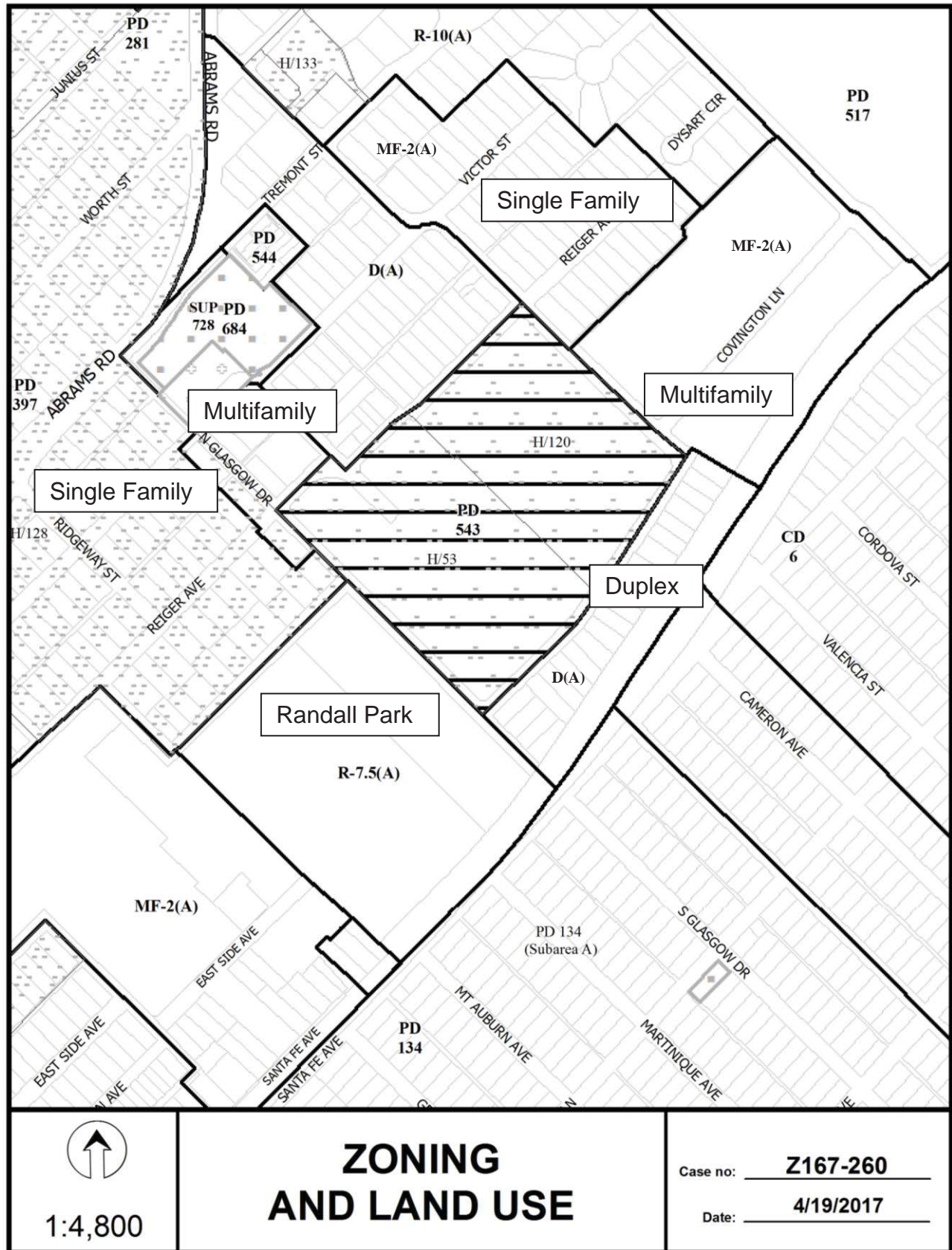
Existing Development Plan



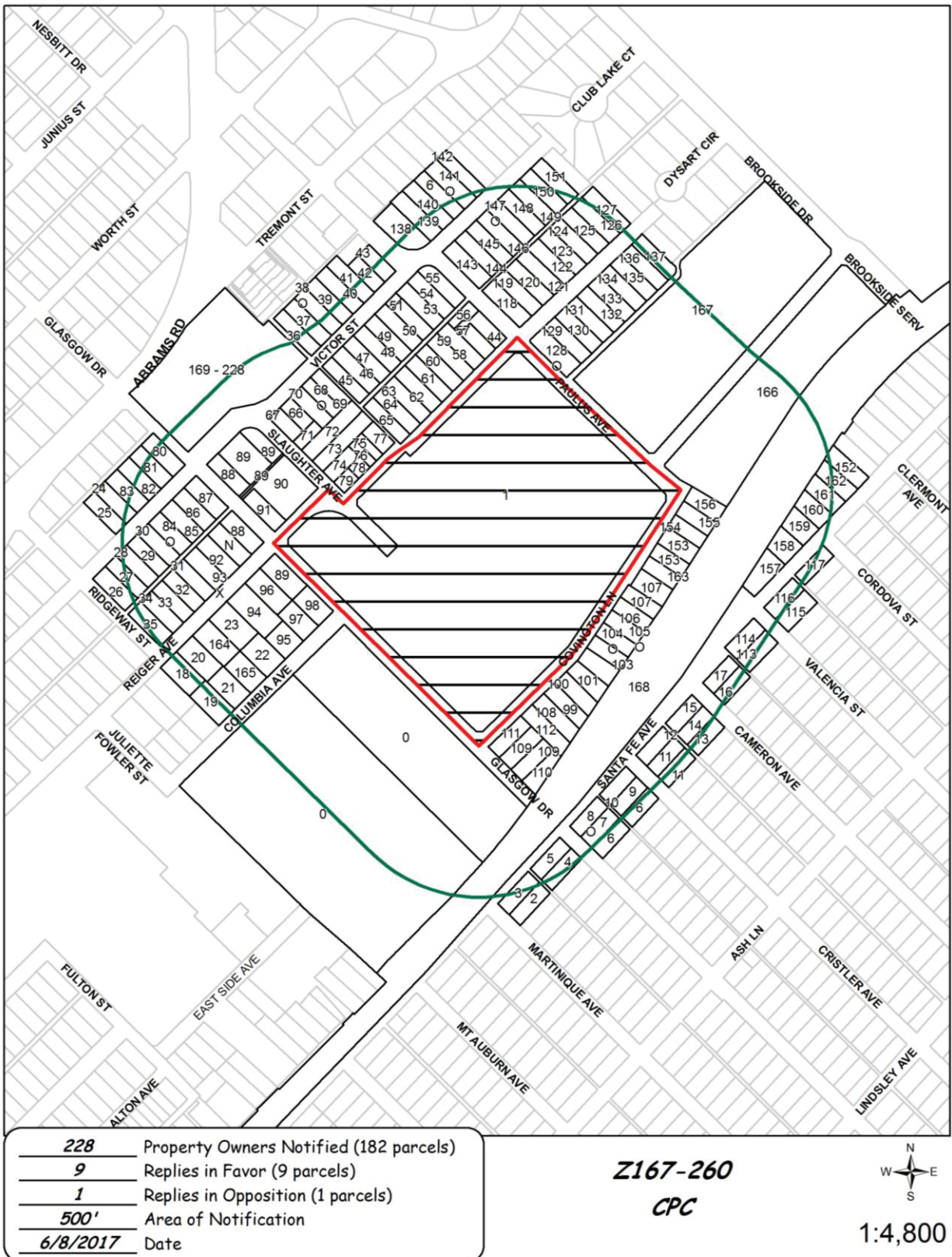
Existing TMP







CPC RESPONSES



06/07/2017

Reply List of Property Owners***Z167-260******228 Property Owners Notified******9 Property Owners in Favor******1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	100 S GLASGOW DR	Dallas ISD
	2	404 MARTINIQUE AVE	JAIMES ENRIQUE &
	3	400 MARTINIQUE AVE	SANCHEZ JAIME
	4	407 S GLASGOW DR	GERMAN NANCY
	5	401 S GLASGOW DR	INTELISIP NETWORKS LLC
	6	408 S GLASGOW DR	HALIMAN SHAMALEE
	7	404 S GLASGOW DR	SVENDSGAARD JASON E
O	8	400 S GLASGOW DR	TORRES ROSA & EDUARDO
	9	405 CRISTLER AVE	RAMIREZ CARLOS R
	10	401 CRISTLER AVE	BUENO ALFREDO &
	11	408 CRISTLER AVE	MOUNT AUBURN LLC
	12	400 CRISTLER AVE	THORNTON CHRISTIAN M
	13	411 CAMERON AVE	GARCIE JO LLC
	14	407 CAMERON AVE	MOUNT AUBURN LLC
	15	403 CAMERON AVE	RAMOS HECTOR &
	16	404 CAMERON AVE	MECCA APRIL INC
	17	400 CAMERON AVE	SUAREZ CIRO
	18	5834 REIGER AVE	SCHIMMING NICH BAXAVANIS VERNON
	19	5837 COLUMBIA AVE	JURGENSEN CHRIS L &
	20	5906 REIGER AVE	ANDERSON JOSEPH H MRS EST
	21	5907 COLUMBIA AVE	SANCHEZ CHRISTOPHER F & SHELSEA N MONTES
	22	5919 COLUMBIA AVE	ARCHIBALD JOHN G &
	23	5918 REIGER AVE	URQUHART FISHER CAROL L
	24	5919 VICTOR ST	BALDAZO JOSE LUIS SR
	25	5915 VICTOR ST	JORDAN JACQUELINE
	26	5900 VICTOR ST	THOMAS CHARLES MASTERSON TRUST

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	5906 VICTOR ST	PROCHASKA JOSEPH K &
	28	5910 VICTOR ST	WONG DIXON
	29	5914 VICTOR ST	MUNOZ ORALIA HINOJOSA &
	30	5918 VICTOR ST	LONG CHRISTOPHER
	31	5917 REIGER AVE	ARNOLD MARK A & SARAH E
	32	5915 REIGER AVE	ARIA GABRIELA A & JUAN CARLOS AGUAYO
	33	5911 REIGER AVE	HALL CHERRY
	34	5907 REIGER AVE	CLOUTMAN EDWARD B
	35	5901 REIGER AVE	CHU RAUL AH &
	36	6101 VICTOR ST	BURTON ALYSSA DUKE & JASON MICHAEL
	37	6107 VICTOR ST	SANFORD QUINN & MONIKA
O	38	6109 VICTOR ST	JONES WILLIAM WARREN TR &
	39	6115 VICTOR ST	COVELL PETER LLOYD
	40	6119 VICTOR ST	7 BRIDGECastle LLC
	41	6123 VICTOR ST	AMPARO DALLAS LP
	42	6127 VICTOR ST	SHRIME LAKEWOOD INV LLC
	43	6131 VICTOR ST	MOWERY DORRIE C
	44	6137 REIGER AVE	JOAQUIM PATRICIA BENDER
	45	6100 VICTOR ST	KLARICH SARAH CARROLL
	46	6106 VICTOR ST	FRIDAY RONALD C
	47	6110 VICTOR ST	WHITLOCK MICHAEL JON
	48	6112 VICTOR ST	TYGART JOHN MARK &
	49	6116 VICTOR ST	EDEN MICHAEL A
	50	6122 VICTOR ST	EDEN MICHAEL A & MELONY A
	51	6124 VICTOR ST	SMELSER DANIEL & SARAH
	52	6126 VICTOR ST	SMELSER DANIEL & SARAH
	53	6128 VICTOR ST	HASBANY MICHAEL & MARIA
	54	6132 VICTOR ST	CROMEENS PHILIP K & PAMELA
	55	6136 VICTOR ST	BATEY NICHOLAS
	56	311 PAULUS AVE	SHANNON KATHIE

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	57	6135 REIGER AVE	CALLAHAN JOAN M
	58	6131 REIGER AVE	DOYLE ELISHA K
	59	6125 REIGER AVE	REICHARDT WILLIAM D
	60	6121 REIGER AVE	MARRERO MIGUEL M &
	61	6119 REIGER AVE	DCH COMMUNITY HOLDINGS LLC
	62	6113 REIGER AVE	MILYO KEITH G
	63	6109 REIGER AVE	LUSH SUSAN R
	64	6105 REIGER AVE	FAIREY JEFF
	65	6101 REIGER AVE	ZIEGLERLOVELACE HOLDINGS LLC
	66	6026 VICTOR ST	MARTIN BEVERLY A
	67	6024 VICTOR ST	SCHLEYER LAUREN & JON MARK
O	68	6034 VICTOR ST	MENDENHALL DANIEL G &
	69	6038 VICTOR ST	ZANDER RONALD LEE
	70	6030 VICTOR ST	DUMAIS STEVEN M & DOMINIQUE M
	71	318 SLAUGHTER AVE	SMITH HOWARD & VIVIAN
	72	314 SLAUGHTER AVE	TREVINO RICHARD
	73	310 SLAUGHTER AVE	MARSHALL JASON C
	74	304 SLAUGHTER AVE	DMT INC
	75	6041 REIGER AVE	ANDRADE AMY L
	76	6039 REIGER AVE	HOWE BRYAN
	77	6045 REIGER AVE	VELAZQUEZ PABLO A &
	78	302 SLAUGHTER AVE	SMITH LEA RANA & TRAVIS SCOTT
	79	300 SLAUGHTER AVE	STEINERT JAMES A JR & JENNIFER R
	80	5935 VICTOR ST	BEAL MARK
	81	5931 VICTOR ST	LEE RYAN M
	82	5929 VICTOR ST	ROWE RONALD DAMON &
	83	5925 VICTOR ST	FAT TIGER INVESTMENTS LLC
O	84	5922 VICTOR ST	LEWIS PAUL
	85	5926 VICTOR ST	STANCO MICHELE JENNY B
	86	5930 VICTOR ST	RALSTON BOBBY WAYNE &
	87	5934 VICTOR ST	EAKINS GREG
	88	320 N GLASGOW DR	LAKEWOOD WEST SHORE

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	6010 VICTOR ST	LAKEWOOD WEST SHORE
	90	6015 REIGER AVE	6015 REIGER LLC
	91	6003 REIGER AVE	PITTS MACK ALBERT
	92	5927 REIGER AVE	HILBERT AARON
X	93	5921 REIGER AVE	ACKERMAN ROBERT L
	94	5926 REIGER AVE	MARTINEZ ANNA STEWART & SALVADOR L
	95	5925 COLUMBIA AVE	ALDANA HECTOR M
	96	5930 REIGER AVE	NEWTON GLORIA
	97	5933 COLUMBIA AVE	PATRICK LARRY T &
	98	203 N GLASGOW DR	DOTTER LAURIE
	99	6302 COVINGTON LN	ANDREASON KIMBERLY
	100	6306 COVINGTON LN	SULLINS CHRISTOPHER J
	101	6308 COVINGTON LN	HERNANDEZ NANCEY &
	102	6312 COVINGTON LN	OFFENBURGER KRISTY A
	103	6318 COVINGTON LN	JENSON CARIE YVONNE
O	104	6322 COVINGTON LN	WILLIAMSON JACK H ESTATE
O	105	6402 COVINGTON LN	SETTLE JODI NICOLE
	106	6406 COVINGTON LN	SAUCEDO SANTOS R
	107	6410 COVINGTON LN	DEAN REVOCABLE TRUST
	108	6218 COVINGTON LN	TORRES VERONICA
	109	306 S GLASGOW DR	BCH DEVELOPMENT LLC
	110	314 S GLASGOW DR	NAJERA MIGUEL A &
	111	302 S GLASGOW DR	TELLO ESPERANZA
	112	6214 COVINGTON LN	RODRIGUEZ MICHAEL S
	113	407 VALENCIA ST	HORNE TRUETT R & ASHLEY N D
	114	403 VALENCIA ST	WOOD GLORIA KAY
	115	406 VALENCIA ST	EHMANN CHARLES RICHARD
	116	402 VALENCIA ST	MULCAHY MARY
	117	403 CORDOVA ST	DELGADO PAUL &
	118	6201 REIGER AVE	MADDOX KATHERINE G & WILL C
	119	6207 REIGER AVE	SCHLECTE ANDREW K & GRACE A WEBB

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	120	6211 REIGER AVE	SCOLES SARA J &
	121	6215 REIGER AVE	MELBY CLAIRE A
	122	6219 REIGER AVE	SHUFELDT STEPHEN F &
	123	6223 REIGER AVE	GORMAN MARY T TRUSTEE
	124	6227 REIGER AVE	KEMP CHARLES E
	125	6231 REIGER AVE	BEVEL PHYLLIS
	126	6235 REIGER AVE	KEARNS ROBERT J &
	127	6239 REIGER AVE	STROOPE COURTNEY D & DONALD C
O	128	6200 REIGER AVE	GULLEDGE MARY T
	129	6206 REIGER AVE	HURLEY ASHLEY D
	130	6210 REIGER AVE	YOUPA CHRIS ETAL
	131	6214 REIGER AVE	DAUME JOSEPH & KATHLEEN
	132	6218 REIGER AVE	JOHNSON MATTHEW K & WHITNEY
	133	6222 REIGER AVE	KILLION SCOTT LOUIS & JESSICA EMILY
	134	6226 REIGER AVE	HOTCHKISS TROY R & GINA L
	135	6230 REIGER AVE	FRAZER MARTHA V
	136	6234 REIGER AVE	MARHANKA EDWARD C &
	137	6238 REIGER AVE	GWIN EVAN R
	138	400 PAULUS AVE	LONG CHRISTOPHER R
	139	6203 VICTOR ST	YOUNG HARVEY D & LOIS R
	140	6207 VICTOR ST	WENBANMAST JACLYN
O	141	6213 VICTOR ST	CAMPAGNA ANTHONY J SR
	142	6219 VICTOR ST	WILLIAMS HEATHER
	143	6200 VICTOR ST	TEXCENTRIC ASSETS LLC
	144	6206 VICTOR ST	WATKINS SANDRA L
	145	6210 VICTOR ST	HOPKINS ANDREW D & MARGARET E
	146	6214 VICTOR ST	IBARRA GUADALUPE
O	147	6218 VICTOR ST	LEWIS VERNON E JR &
	148	6222 VICTOR ST	NORRIS RANDALL K
	149	6226 VICTOR ST	FRAGA MARTHA A V
	150	6230 VICTOR ST	YANK KIMBER

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
151	6232	VICTOR ST	MONZINGO CATHY
152	6619	SANTA FE AVE	ROBINETTE ERIN O
153	6426	COVINGTON LN	MORENO OMAR
154	6430	COVINGTON LN	MORENO OMAR &
155	6434	COVINGTON LN	MIX PATTI KAY
156	6438	COVINGTON LN	WATSON JIM A
157	6509	SANTA FE AVE	ESPEY CHARLES A & MEREDITH MARTIN
158	6517	SANTA FE AVE	WOODWARD STEPHEN B &
159	6523	SANTA FE AVE	GANNON MARY S &
160	6603	SANTA FE AVE	WILLIAMS ROSS
161	6609	SANTA FE AVE	HARDI JANIS
162	6615	SANTA FE AVE	ABERG THOMAS BARRY
163	6418	COVINGTON LN	HOME ALONE CORP THE
164	5912	REIGER AVE	SLAUGHTER VANNA KAY
165	5915	COLUMBIA AVE	GENTRY MARTHA NAVAR
166	101	N BROOKSIDE DR	101 NORTH BROOKSIDE DR LLC
167	101	N BROOKSIDE DR	101 NORTHBROOK DR LLC
168	401	S BUCKNER BLVD	DART
169	1600	ABRAMS RD	ALMOND TIMOTHY RAY
170	1600	ABRAMS RD	MIRACLE ROCKY R & SARAH C
171	1600	ABRAMS RD	BROWN KIRSTEN MICHELLE
172	1600	ABRAMS RD	DARBELNET LISA & JOHN K
173	1600	ABRAMS RD	MADISON BARBARA
174	1600	ABRAMS RD	SCIANTARELLI EMILY
175	1600	ABRAMS RD	DOLL JEFFREY ALLEN
176	1600	ABRAMS RD	COSTA KENIA MARTINS
177	1600	ABRAMS RD	HORNBERGER KAREN
178	1600	ABRAMS RD	FANNI ERICK F
179	1600	ABRAMS RD	ROBERTSON STEPHEN
180	1600	ABRAMS RD	SULSER MARY KITCHENS
181	1600	ABRAMS RD	BECKER KYLE M &

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	182	1600 ABRAMS RD	MASSO JAKE & KAREY
	183	1600 ABRAMS RD	WHITTINGTON J RICHARD &
	184	1600 ABRAMS RD	HAYWORTH RICHARD
	185	1600 ABRAMS RD	WALKUP MICHAEL
	186	1600 ABRAMS RD	HUBER ZANE
	187	1600 ABRAMS RD	THAKRAR AMAR
	188	1600 ABRAMS RD	THORNE JACQUELINE D
	189	1600 ABRAMS RD	FERGUSON WILLIAM R
	190	1600 ABRAMS RD	NIEDZIELSKI ANTHONY
	191	1600 ABRAMS RD	SELLERS THOMAS M
	192	1600 ABRAMS RD	RHODES KYLE C
	193	1600 ABRAMS RD	HAMIDKHANI BENJAMIN A
	194	1600 ABRAMS RD	BENNETT PAULA K
	195	1600 ABRAMS RD	KEEPERS ROBERT
	196	1600 ABRAMS RD	STINSON DEBRA LEE LIFE EST
	197	1600 ABRAMS RD	CLAIBORNE SHAUNA I
	198	1600 ABRAMS RD	MURCHISON WILLIAM VINCENT
	199	1600 ABRAMS RD	ROSENE DEBORAH R
	200	1600 ABRAMS RD	BRANDAO MICHAEL A
	201	1600 ABRAMS RD	DOMOKOS IMOLA
	202	1600 ABRAMS RD	NEVILL KENNA D
	203	1600 ABRAMS RD	FARRINGTON BRYAN MICHAEL & JESSICA ANNE FILANTE
	204	1600 ABRAMS RD	SEVAK MILAN S & AMANDA P SEVAK
	205	1600 ABRAMS RD	RGP RESOUCES LLC
	206	1600 ABRAMS RD	MURRIETACELAYA JAIME
	207	1600 ABRAMS RD	MARSH LAKEISHA D
	208	1600 ABRAMS RD	CYS KENT
	209	1600 ABRAMS RD	RISINGER CAREY D & VICKI T RISINGER
	210	1600 ABRAMS RD	PERKINS KRISTIANNA LEE
	211	1600 ABRAMS RD	DANDRIDGE MICHELE
	212	1600 ABRAMS RD	KRAJEWSKI CARRIE

06/07/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	213	1600 ABRAMS RD	KNIGHT JENNIFER
	214	1600 ABRAMS RD	LEE SYANN &
	215	1600 ABRAMS RD	PACE CHARLES D & KATHRYN W
	216	1600 ABRAMS RD	WILKINSON SETH DAVID
	217	1600 ABRAMS RD	FRANCESCUTTI MARK A
	218	1600 ABRAMS RD	SOLE KATHLEEN M & GARY LEE
	219	1600 ABRAMS RD	JARESKE CRYSTAL ANN &
	220	1600 ABRAMS RD	FITZPATRICK SYBIL
	221	1600 ABRAMS RD	SULLIVAN DANIEL V
	222	1600 ABRAMS RD	SAYONG EDWIN
	223	1600 ABRAMS RD	HOCKADAY KRISTINE E
	224	1600 ABRAMS RD	PATEL SHOAIB
	225	1600 ABRAMS RD	WERNER BRADLEY JOHN
	226	1600 ABRAMS RD	MANN WILLIAM JACK JR
	227	1600 ABRAMS RD	YOUNG MARTI
	228	1600 ABRAMS RD	WAGNER CHARLES BRAGDON &

AGENDA ITEM # 66

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 62 R; V

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 234 on the southeast corner of Corral Drive and Cockrell Hill Road

Recommendation of Staff and CPC: Approval, subject to a revised development plan and conditions
Z167-241(PD)

FILE NUMBER: Z167-241(PD) **DATE FILED:** March 7, 2017

LOCATION: Southeast corner of Corral Drive and Cockrell Hill Road

COUNCIL DISTRICT: 3 **MAPSCO:** 62 - R, V

SIZE OF REQUEST: ± 1.648 acres **CENSUS TRACT:** 109.03

REPRESENTATIVE: John Flippo

APPLICANT: John Flippo

OWNER: Heatley Properties

REQUEST: An application to amend Planned Development District No. 234.

SUMMARY: The applicant proposes amendments to the Planned Development District to allow: 1) A one-story retail food store [Family Dollar]; 2) Off-street parking as shown on the development plan; 3) Landscaping to comply with Article X instead of the development/conceptual plan; 4) Increase of the floor area ratio to a maximum 0.220 from a maximum 0.215; 5) A reduction of the minimum front yard setback along Corral Drive from 25 feet to 10 feet; and 6) Limit the hours of operation from 6:30am to 9:00pm.

CPC RECOMMENDATION: Approval, subject to a revised development plan and conditions.

STAFF RECOMMENDATION: Approval, subject to a revised development plan and conditions.

BACKGROUND INFORMATION:

- On May 14, 1986, City Council approved PDD No. 234 which encompasses two tracts (Tracts I and II).
- The proposed development is within Tract I of the PDD. Tract I provides for retail uses as well as a day care center permitted by right.
- The applicant is proposing to develop Tract I with an 8,320 square foot building.
- The request site has never been developed.

Zoning History: There have been no recent zoning changes requested in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Cockrell Hill	Principal Arterial	100

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and has determined that the proposed development will not have a negative impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	PD 234	Undeveloped
North	R-10(A)	Undeveloped
South	MF-1(A) w/deed restrictions	Multifamily
East	MF-1(A) w/deed restrictions	Undeveloped
West	City of Duncanville	Church

COMPREHENSIVE PLAN: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan because the proposed changes increase the opportunities for the request site to be developed and be a vibrant retail shopping area.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

GOAL 2.2 ENGAGE IN STRATEGIC ECONOMIC DEVELOPMENT

Policy 2.2.6 Restore Dallas as the foremost retail location in the region.

STAFF ANALYSIS:

Land Use Compatibility:

The request site is zoned Tract I and Tract II within Planned Development District No. 234. The request site is currently undeveloped and does not permit a retail food store. Currently the only main uses permitted within Tract I are those retail uses permitted in NS Neighborhood Service District, a day care center permitted by right, and a service station permitted subject to a specific use permit.

The surrounding land uses are single family residential to the northwest and multifamily residential to the south. The site is immediately adjoined by undeveloped land to the north and east. To the west is a church with a surface parking lot that lies within the limits of the City of Duncanville.

The purpose of the request is to allow for the development of an 8,320 square foot one-story structure with a proposed building height of 18 feet; however the PD allows a maximum height of 24 feet. The applicant is proposing a development with a slightly larger floor area ratio of 0.220 rather than the existing 0.215 (a difference of 212 square feet). The PD conditions give the additional development rights for the retail food store use, reduce the minimum front yard setback for the Corral Drive frontage from 25 feet to 10 feet, and extend the hours of operation currently in the PD from 6:30 a.m. - 6:30 p.m. to 6:30 a.m. - 9:00 p.m.

Development Standards:

<u>DISTRICT</u>	<u>SETBACKS</u>		<u>Density</u>	<u>Height</u>	<u>Lot Coverage</u>	<u>FAR</u>	<u>PRIMARY Uses</u>
	<u>Front</u>	<u>Side/Rear</u>					
PD 234	25'	10'	No max	24' 2 Story Max	40%	0.215	Retail & Day Care Center
PD 234: Proposed Changes	25'*	10'	No max	24' 2 Story Max	40%	0.220	Retail & Day Care Center

*Exception is requested for front yard setback along Corral Drive to be allowed to be with a minimum setback of 10 feet.

Landscaping:

PD No. 234 requires the landscaping to comply with the existing development/conceptual plan in Tract I while landscaping in Tract II requires compliance with Article X. The applicant is proposing to amend the PD to comply with Article X for the entire PD.

Screening:

The screening conditions require compliance with the existing development/conceptual plan which shows a six-foot-high solid fence and three-foot-high screening shrubs along the parking area that have street frontage. Although the applicant is proposing to remove these provisions, a buffer such as a screening wall, fence or plant material separating the residential zoning districts to the north and east will be required at permitting.

City Plan Commission Action:
May 18, 2017

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 234, subject to a revised development plan and conditions on the southeast corner of Corral Drive and Cockrell Hill Road.

Maker: Murphy
Second: Shidid
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung,
Housewright, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Schultz
Vacancy: 0

Notices: Area: 500 Mailed: 33
Replies: For: 2 Against: 0

Speakers: For: None

For (Did not speak): John Flippo, 3930 Galleria Oaks, Texarkana, TX, 75504

Sarah Allen, 9901 Valley Ranch Pkwy., Irving, TX, 75063

Nathan Chandler, 9901 Valley Ranch Pkwy., Irving, TX, 76063

Against: None

List of Partners/Principals/Officers

Heatley Properties:

Michael Heatley, Manager

Max Alley:

Curt Green, Managing Partner

James Herrington, Managing Partner

Proposed Amendments

ARTICLE 234.

PD 234.

SEC. 51P-234.101. LEGISLATIVE HISTORY.

PD 234 was established by Ordinance No. 19156, passed by the Dallas City Council on May 14, 1986. Ordinance No. 19156 amended Ordinance No. 10962, Chapter 51 of the Dallas City Code, as amended. Ordinance No. 19156 was amended by Ordinance No. 22553, passed by the Dallas City Council on September 13, 1995. (Ord. Nos. 10962; 19156; 22553; 25711)

SEC. 51P-234.102. PROPERTY LOCATION AND SIZE.

PD 234 is established on property generally located at the southeast corner of Corral Drive and Cockrell Hill Road. The size of PD 234 is approximately 1.648 acres.

SEC. 51P-234.103. DEFINITIONS AND INTERPRETATIONS.

- (a) Unless otherwise stated, the definitions contained in Chapter 51 apply to this article.
- (b) Unless otherwise stated, all code references are to Chapter 51.
- (c) The Property is divided into two tracts, Tract I and Tract II, as shown on the development/conceptual plan (Exhibit 234A).
- (d) This district is considered to be a nonresidential zoning district.

SEC. 51P-234.103.1. EXHIBIT.

The following exhibit is incorporated into this article: Exhibit 234A: development/conceptual plan.

SEC. 51P-234.104. DEVELOPMENT/CONCEPTUAL PLAN.

Development and use of Tract I of the Property must comply with the development/conceptual plan. This plan serves as the development plan for Tract I and the conceptual plan for Tract II. In the event of a conflict between the provisions of this article and the development/conceptual plan, the provisions of this article control.

SEC. 51P-234.105. DEVELOPMENT PLAN FOR TRACT II.

A development plan must be approved by the city plan commission before issuance of any building permit for Tract II. Development and use of Tract II of the Property must comply with the

approved development plan. The development plan and any amendments must comply with the conceptual plan and this article.

SEC. 51P-234.106. MAIN USES PERMITTED.

- (a) Except as stated below, the only uses permitted on the Property are those retail uses permitted in an NS Neighborhood Service District.
- (b) A day care center is permitted by right on Tract I of this district.
- (c) A retail food store is permitted by right on Tract I of this district.
- (d) A service station is permitted subject to a specific use permit.

SEC. 51P-234.107. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51-4.217. For more information regarding accessory uses, consult Section 51-4.217.

(b) The following accessory uses are not permitted in this district:

- (1) Private stable.
- (2) Community center (private).
- (3) Amateur communication tower.
- (4) Open storage.

SEC. 51P-234.108. YARD, LOT, AND SPACE REGULATIONS.

- (a) Front yard. Minimum front yard is 25 feet with 10 feet on Corral Drive.
- (b) Side and rear yard. Minimum side and rear yard is 10 feet.
- (c) Dwelling unit density. No maximum dwelling unit density.
- (d) Floor area ratio. Maximum floor area ratio is ~~0.215~~ 0.220.
- (e) Height. Maximum structure height is 24 feet.
- (f) Lot coverage. Maximum lot coverage is 40 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.
- (g) Lot size. No minimum lot size.
- (h) Stories. Maximum number of stories above-grade is two. Parking garages are exempt from this requirement, but must comply with the height regulations of Subsection (e). (Ord. Nos. 22553; 25711)

SEC. 51P-234.109. OFF-STREET PARKING AND LOADING.

Consult the use regulations (Division 51-4.300) for the specific off-street parking and loading requirements for each use. Off-street parking for Tract I must be located as shown on the development/conceptual plan. (Ord. Nos. 22553; 25711)

SEC. 51P-234.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. Nos. 22553; 25711)

SEC. 51P-234.111. ACCESS.

Ingress and egress for Tract I must be provided as shown on the development/conceptual plan. (Ord. Nos. 22553; 25711)

SEC. 51P-234.112. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article X.

(b) [All] P[er]lant materials must be maintained in a healthy, growing condition. [In addition:

(1) ~~In Tract I, landscaping must comply with the development/conceptual plan.~~

(2) ~~In Tract II, landscaping must comply with Article X.]~~

SEC. 51P-234.113. SCREENING.

A minimum six-foot-high solid fence must be installed on Tract I as shown on the development/conceptual plan. (Ord. Nos. 22553; 25711)

SEC. 51P-234.114. SIGNS.

Signs must comply with the provisions for non-business zoning districts contained in Article VII. (Ord. Nos. 22553; 25711)

SEC. 51P-234.115. ADDITIONAL PROVISIONS.

(a) The following provisions apply to the day care center permitted in Tract I:

(1) The outdoor play area must be enclosed by a minimum four-foot-high fence. ~~as shown on the development/conceptual plan.~~

(2) The hours of operation are limited to the hours between 6:30 a.m. and 6:30 p.m.

(3) A minimum of 50 square feet of indoor floor area must be provided for each child in attendance.

Z167-241(PD)

(4) A minimum of 100 square feet must be provided for each child in the play area. The outdoor play area must be located as shown on the development/conceptual plan.

(b) The retail food store permitted in Tract I may only operate between 6:30 a.m. and 9:00 p.m.

(c) The entire premises must be properly maintained in a state of good repair and neat appearance.

(d) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

SEC. 51P-234.116.

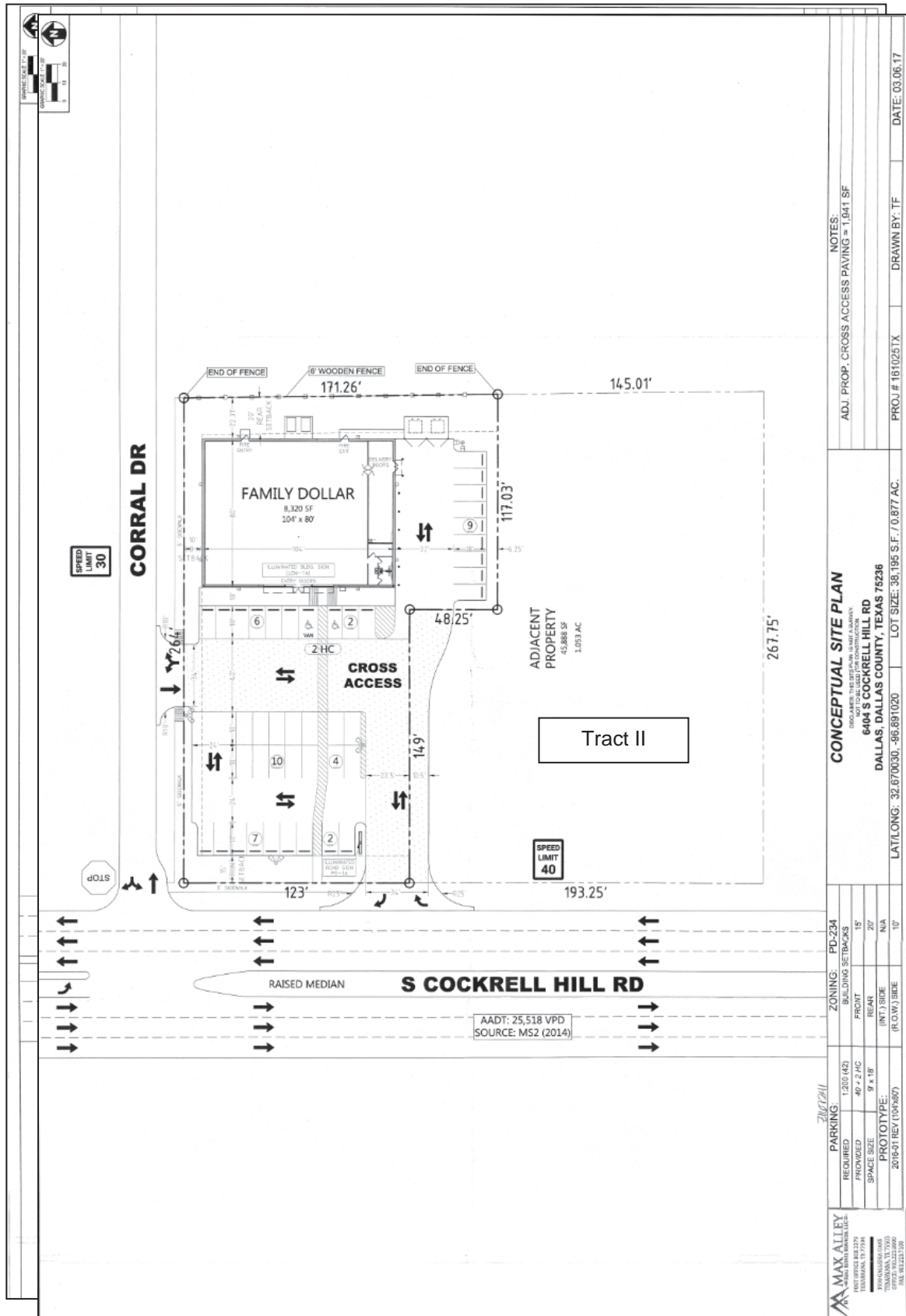
GENERAL REQUIREMENTS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

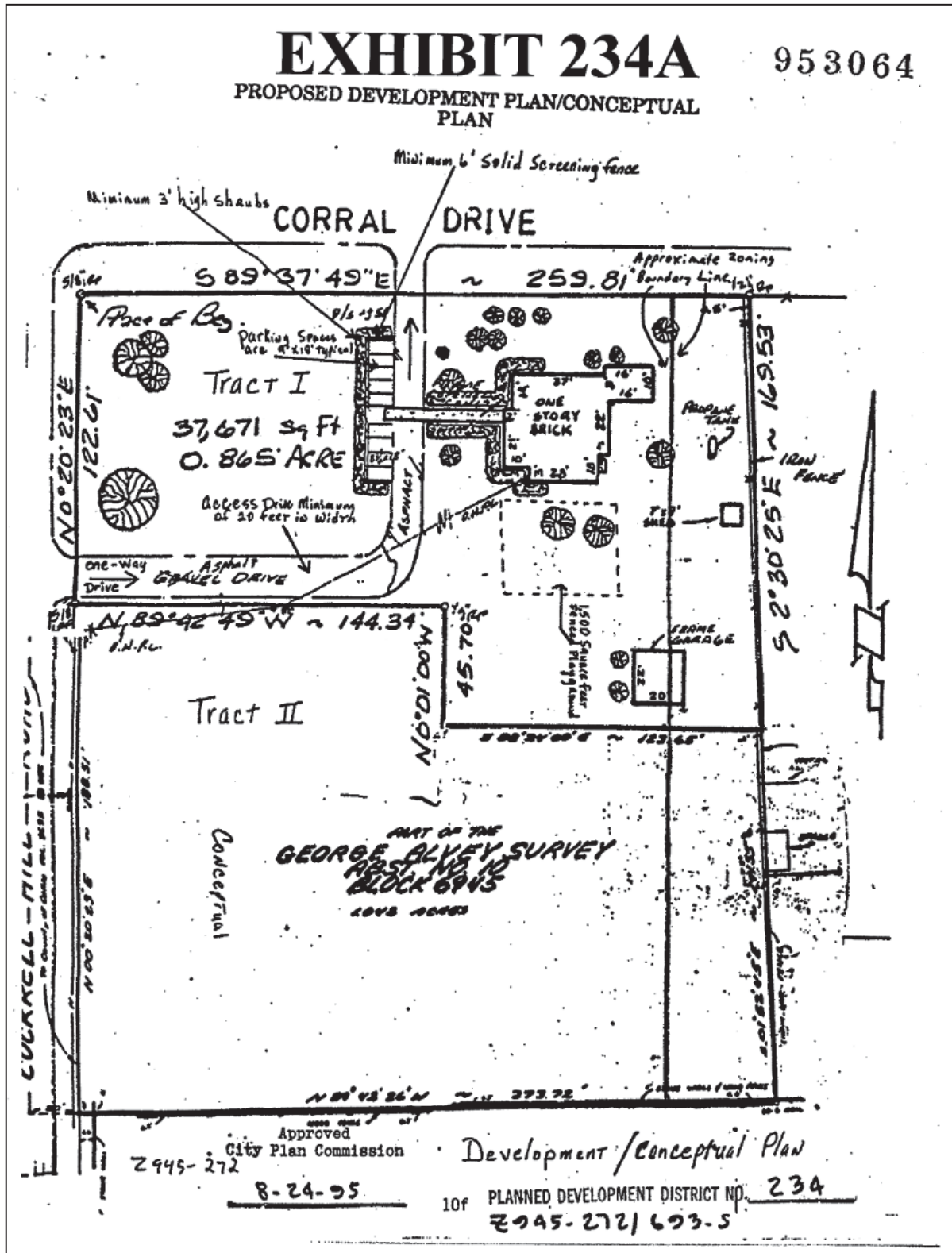
(b) The building official shall not issue a building permit or certificate of occupancy for a use in this PD until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other applicable ordinances, rules, and regulations of the city.

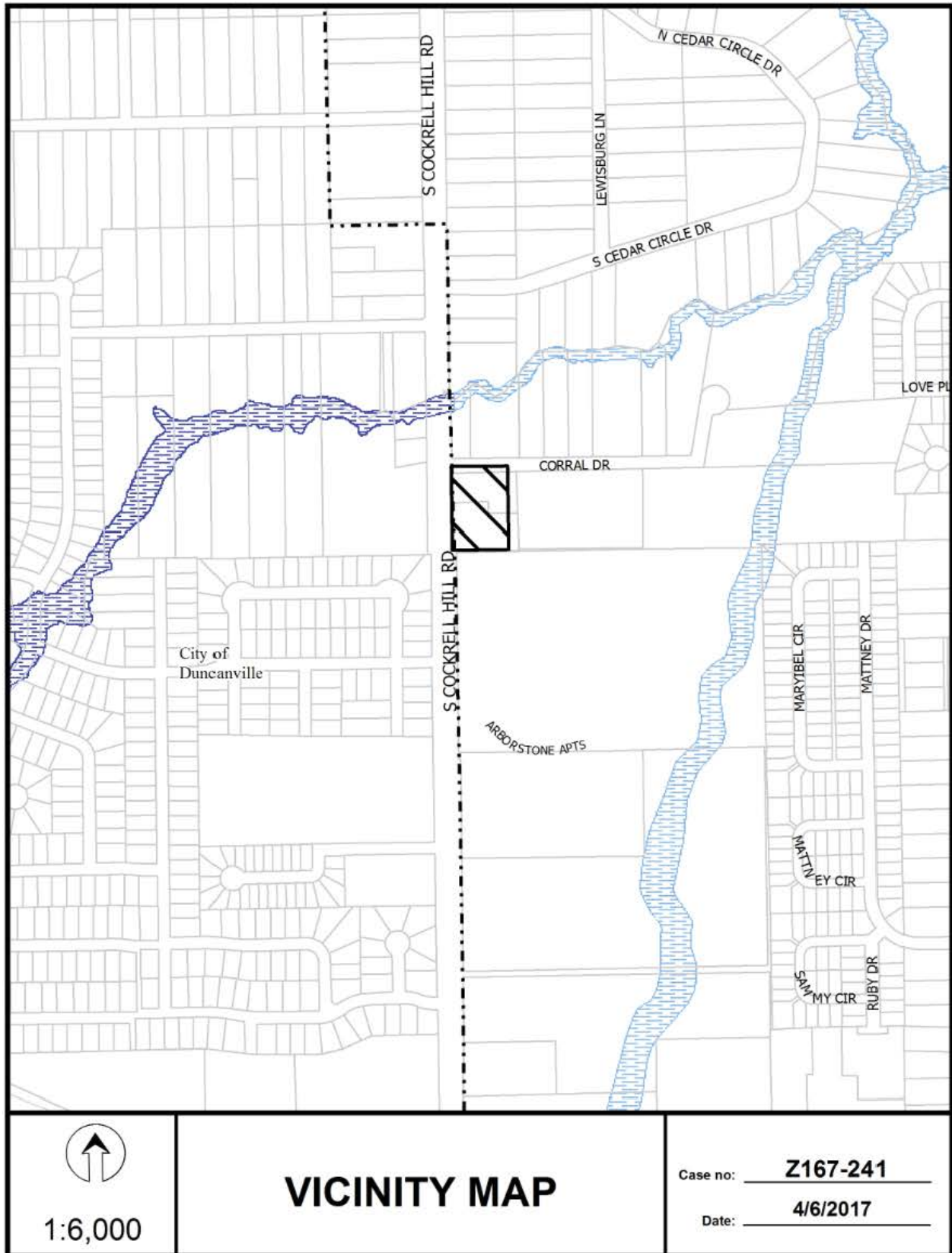
[SEC. 51P-234.117. _____ ZONING MAP.
PD 234 is located on Zoning Map No. O-5.]

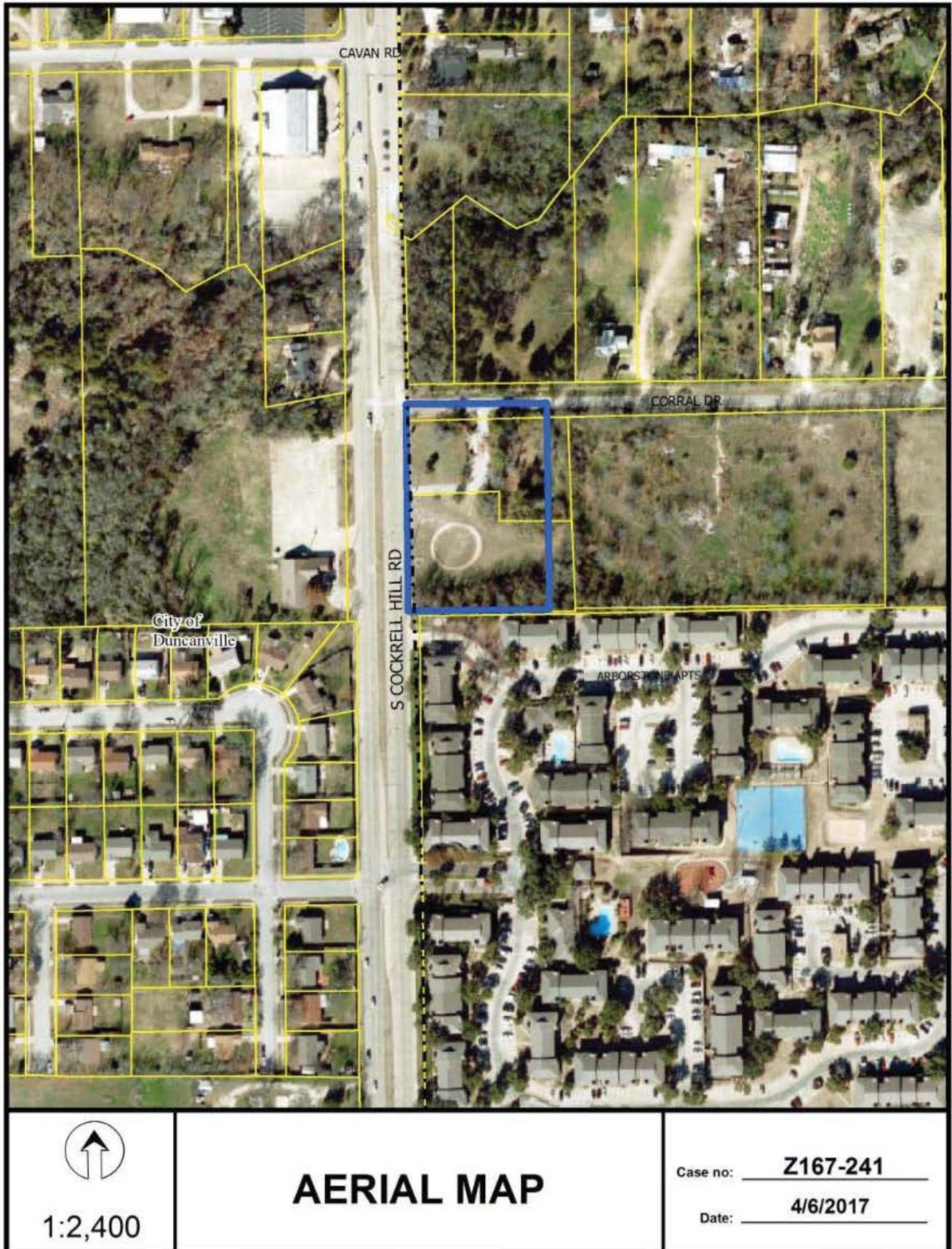
Proposed Tract I Development Plan/Tract II Conceptual Plan

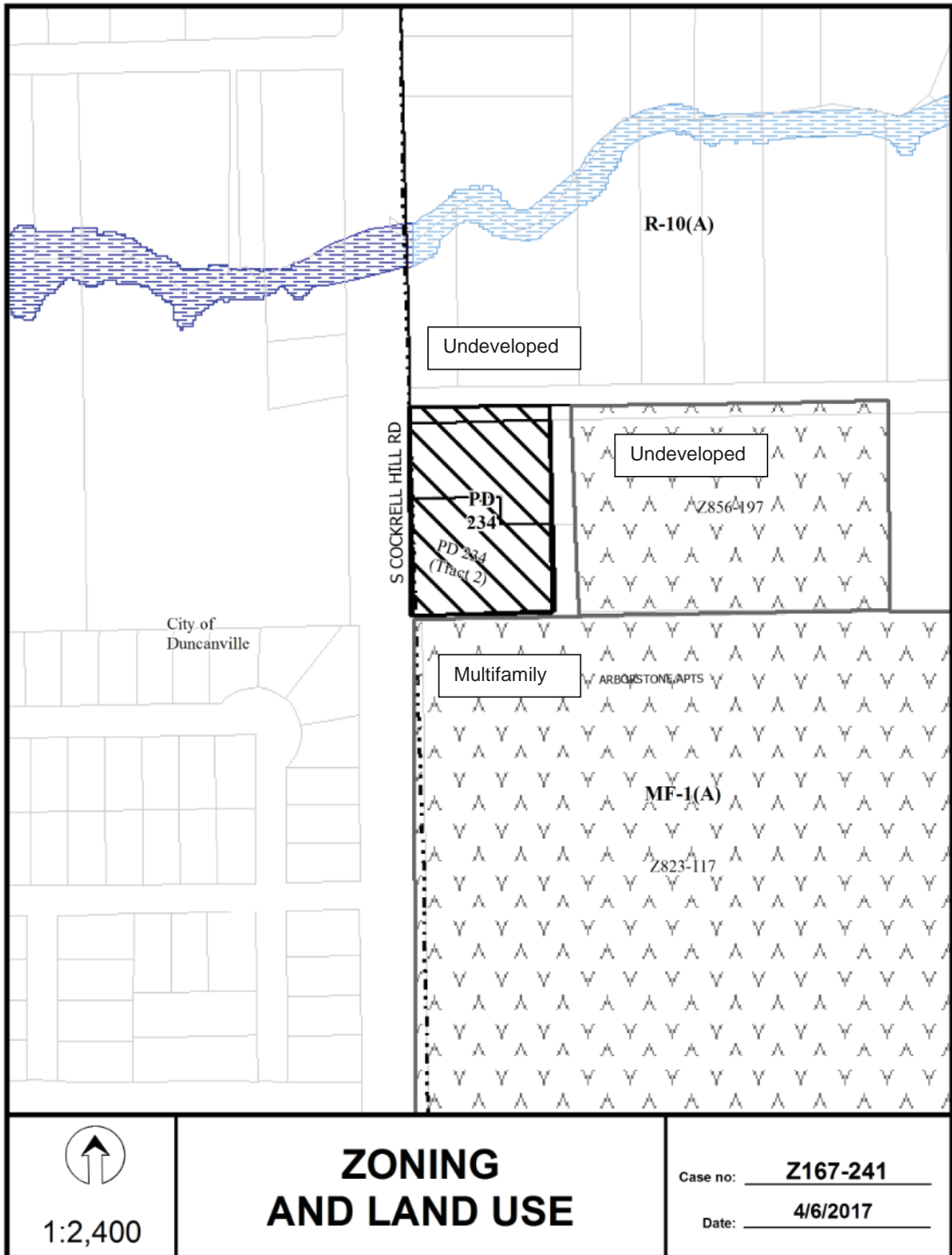


Existing Development/Conceptual Plan









CPC Responses



05/17/2017

Reply List of Property Owners***Z167-241******33 Property Owners Notified******2 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	6430 S COCKRELL HILL RD	LYONS INV CO INC TR
	2	6404 S COCKRELL HILL RD	HEATLEY PPTIES INC
	3	4324 CORRAL DR	CARTER TIMOTHY
	4	4339 CORRAL DR	HERNANDEZ HUGO & JUANA
	5	4247 CORRAL DR	RAMIREZ LUZ M
	6	6210 S COCKRELL HILL RD	ENOBAXHARE PETER &
O	7	4324 S CEDAR CIRCLE DR	SHOOK MAURICE O
O	8	4316 S CEDAR CIRCLE DR	SHOOK MAURICE O & G ELKE
	9	6500 S COCKRELL HILL RD	ARBORSTONE INVESTORS LLC
	10	731 HOLLIDAY LN	ISSOKSON MICHAEL
	11	735 HOLLIDAY LN	SANDATE CIPRIANO LOPEZ
	12	739 HOLLIDAY LN	PEQUENO SATIAGO
	13	743 HOLLIDAY LN	GORDON JAMES
	14	747 HOLLIDAY LN	REYNA RAMIRO
	15	1218 SKI DR	JACKSON MARY ELIZABETH
	16	1214 SKI DR	MACDONALD ARTHUR H III
	17	1210 SKI DR	GLOBAL PEAK INVESTMENTS
	18	1206 SKI DR	CEBRIAN CESAR &
	19	1202 SKI DR	CARDOZA JUVENTINO
	20	726 HOLLIDAY LN	SANCHEZ RAMON &
	21	730 HOLLIDAY LN	ROGERS ELIZABETH & SCOTT ROGERS
	22	734 HOLLIDAY LN	COLLINSWORTH EUGENIA
	23	738 HOLLIDAY LN	EANES SHUANDRA
	24	739 SUN VALLEY DR	YORK DANFORD NATALIE F
	25	735 SUN VALLEY DR	MARTINEZ RICARDO
	26	731 SUN VALLEY DR	BRISENO NORA H & ALEJANDRO

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	1146	SKI DR	TAH HOLDING LP
28	1203	N COCKRELL HILL RD	HEAVENS EMBASSY CHURCH
29	718	CAVAN RD	FAIRMEADOWS ASSEMBLY OF GOD
30	734	CAVAN RD	FAIRMEADOWS ASSEM OF GOD
31	734	CAVAN RD	FAIRMEADOWS ASSEM OF GOD
32	1219	N COCKRELL HILL RD	JOHNSON LOUIS E JR &
33	1215	N COCKRELL HILL RD	MELLENDEZ MARIA ENCARNACION RAMOS

AGENDA ITEM # 67

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 44 J

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a P(A) Parking District on property zoned an R-5(A) Single Family District on the north side of Life Avenue, east of Puget Street

Recommendation of Staff and CPC: Approval, subject to a site/landscape plan
Z156-301(OTH)

Note: This item was considered by the City Council at public hearings on May 10, 2017 and May 24, 2017, and was deferred until June 28, 2017, with the public hearing open

FILE NUMBER: Z156-301(OTH) **DATE FILED:** July 11, 2016

LOCATION: North side of Life Avenue, east of Puget Street

COUNCIL DISTRICT: 6 **MAPSCO:** 44-J

SIZE OF REQUEST: Approx. 0.25 acres **CENSUS TRACT:** 101.01

APPLICANT/ OWNER: Greater Progressive Baptist Church

REPRESENTATIVE: The Dimension Group

REQUEST: An application for a P(A) Parking District on property zoned an R-5(A) Single Family District.

SUMMARY: The purpose of this request is to use the two lots for parking for the Greater Progressive Baptist Church located across Life Avenue.

CPC RECOMMENDATION: Approval, subject to a site/landscape plan.

STAFF RECOMMENDATION: Approval, subject to a site/landscape plan.

BACKGROUND:

- The property is comprised of two lots currently zoned an R-5(A) Single Family District. The church has owned the lots since 1999 according to the Dallas Central Appraisal District. Because of the existing conditions of the lots, it appears that the lots have been used as parking for a period of time. During the site visit, staff noticed that the church parks a van in the property.
- The property is surrounded by single family residential. However, it appears that the adjacent property, to the west of the request site, is used as a duplex. To the north of the property is a child-care facility.
- The church is requesting the zoning change to be able to use the two lots for church parking.
- The hours of operation for the parking lot are Sundays from 9:00 a.m. to 7:00 p.m.; Monday 10:00 a.m. to 12 p.m. and 7:00 p.m. to 9:00 p.m.; Wednesday 6:30 p.m. to 9:00 p.m.; and Saturday 9:00 a.m. to 11:00 a.m.

Zoning History: There have been no zoning cases in the area over the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Life Avenue	Local	50 feet
Puget Street	Local	50 feet

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

COMPREHENSIVE PLAN:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The comprehensive plan neither supports nor discourages the proposed use of the property.

	Zoning	Land Use
Site	R-5(A)	Parking lot
North	R-5(A), SUP No. 1576	Single Family & child-care facility
East	R-5(A)	Single Family
South	R-5(A)	Single family & church
West	R-5(A)	Single family

Land Use Compatibility:

The property is zoned an R-5(A) Single Family District and the applicant is proposing to use the property as a parking lot for the church located across Life Avenue. The surrounding uses are residential, a child-care facility and a church.

The request is compatible with the surrounding residential uses. Furthermore, the parking lot will be required to maintain a front yard setback of 10 feet. Sec. 51A-4.302 requires that a Parking District provide a minimum of 10 feet front yard setback.

Development Standards:

<u>DISTRICT</u>	<u>SETBACKS</u>		<u>Density</u>	<u>Height</u>	<u>Lot Coverage</u>	<u>Special Standards</u>	<u>PRIMARY Uses</u>
	<u>Front</u>	<u>Side/Rear</u>					
Existing							
R-5(A) Single Family	20'	5'	1 Dwelling Unit/ 5,000 sq. ft.	30'	45%		Single family
Proposed							
P(A) Parking	10*	10*					Surface parking

* The applicant is providing a 10' landscape buffer where adjacent to residential district.

Landscaping:

The request does trigger landscape requirements. The applicant must comply with the landscape requirements as shown in the site/landscape plan.

Parking:

The following items must be considered for a P(A) Parking District within Chapter 51A, Dallas Development Code:

- 1) Parking must be contiguous or directly across an alley or street from the main use(s) it serves.

Z156-301(OTH)

- 2) Ownership of the lot in a Parking District contiguous to an R, R(A) district shall provide and maintain a minimum front yard of ten feet.
- 3) The lot must detail all landscaping required, including screening, that meets the requirements of Article X;
- 4) All parking lot lighting must meet the requirements of Sec.51A-4.301(e).
- 5) The site plan must show curb cuts for vehicular access designed to direct traffic to the nearest thoroughfare and must meet all requirements set forth in the Off-Street Parking and Driveway Handbook.

CPC ACTION:
April 6, 2017

Motion: It was moved to recommend **approval** of a P(A) Parking District, subject to a site plan and landscape plan on property zoned an R-5(A) Single Family District on the north side of Life Avenue, east of Puget Street.

Maker: Anantasomboon
Second: Davis
Result: Carried: 15 to 0

For: 15 - Anglin, Rieves, Houston*, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung,
Housewright, Schultz*, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

Notices:	Area: 200	Mailed: 30
Replies:	For: 0	Against: 0

Speakers: None

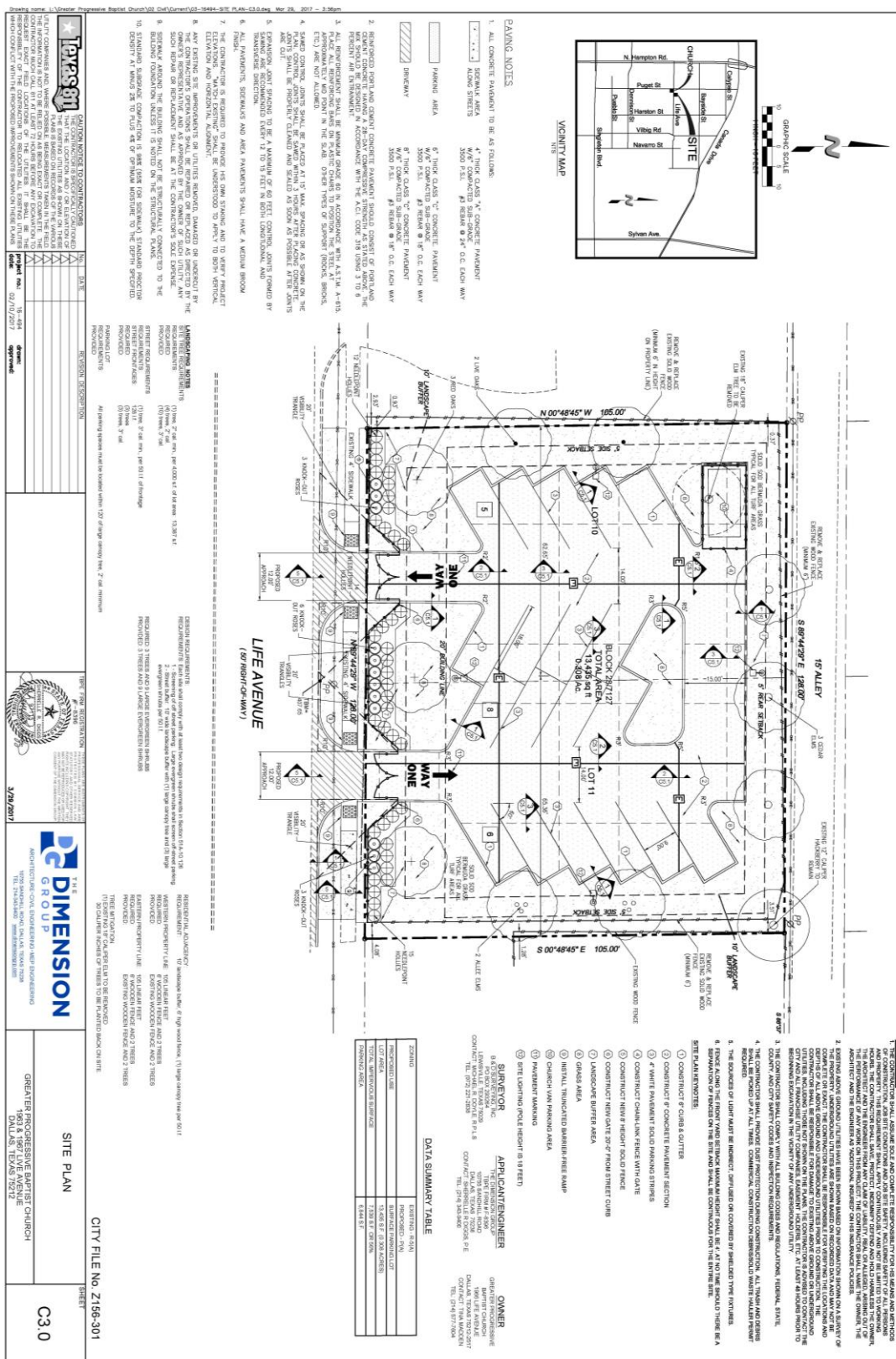
**Officers and Partners
Greater Progressive Baptist Church**

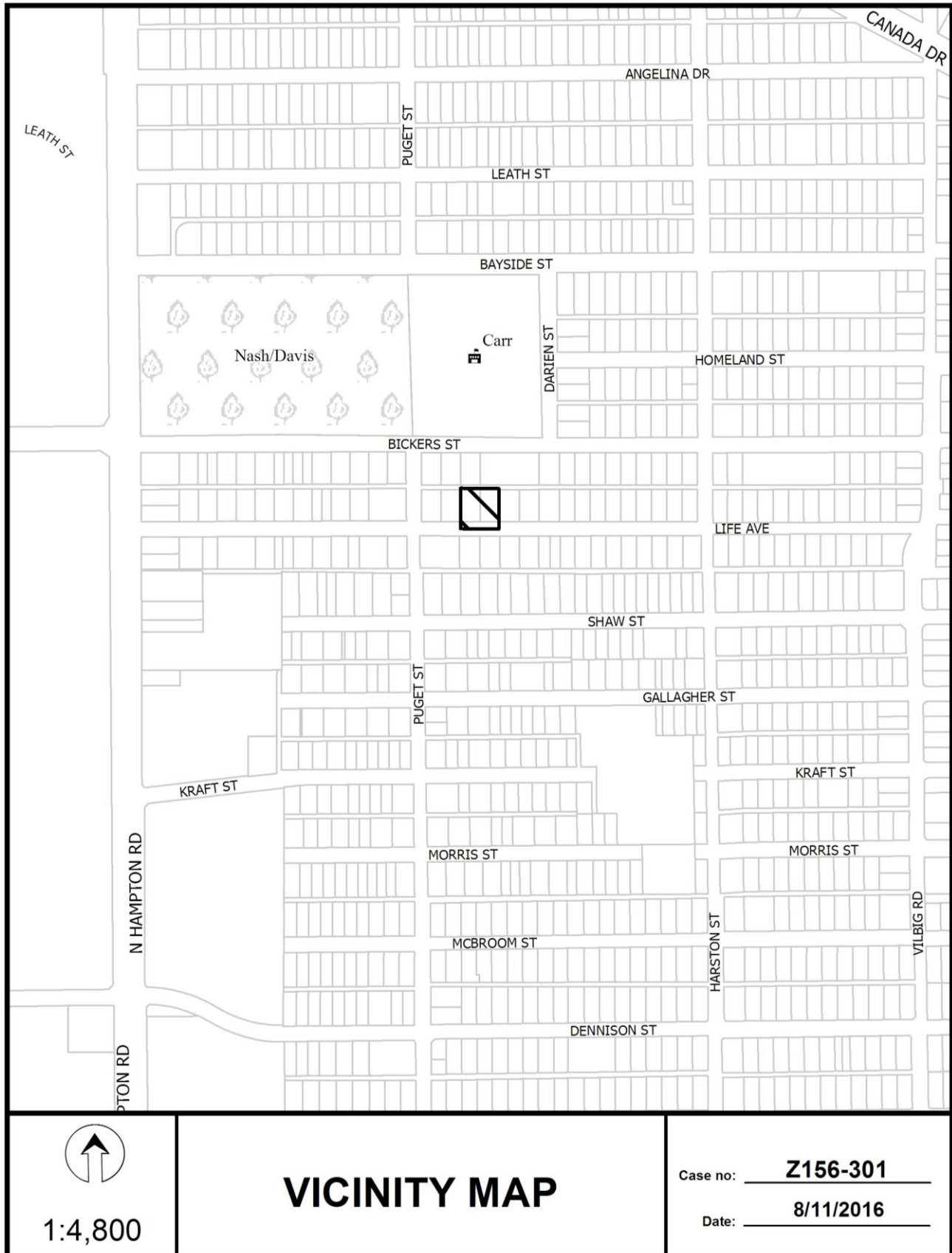
ARTICLE NINE

THE NUMBER OF TRUSTEES CONSTITUTING THE BOARD OF TRUSTEES SHALL BE FIVE (5).
THE NAMES AND ADDRESSES OF THE PERSONS WHO ARE TO SERVE AS THE INITIAL
TRUSTEES ARE AS FOLLOWS:

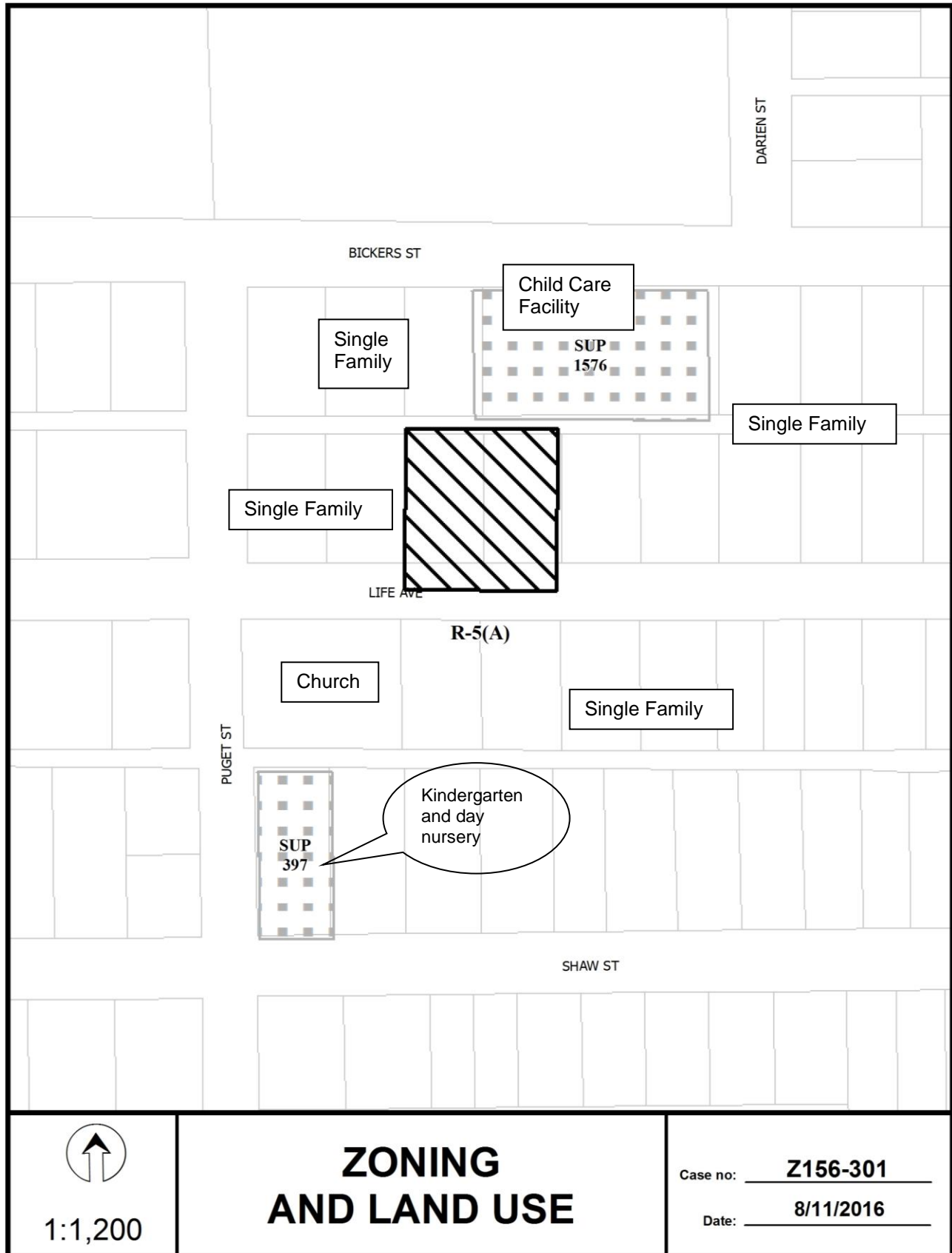
J. J. RAVEN	2105 E. ILLINOIS	DALLAS, TX 75216
CHARLES B. RAVEN	7630 GREENSPAN	DALLAS, TX 75232
LARRY LEONARD	1028 INDIAN CREEK TRAIL	DALLAS, TX 75241
ROBERT MEACHEM	6903 FIELD LARK	ARLINGTON, TX 76002
PERCY HARRIS	1955 PUEBLO STREET	DALLAS, TX 75212

PROPOSED SITE PLAN

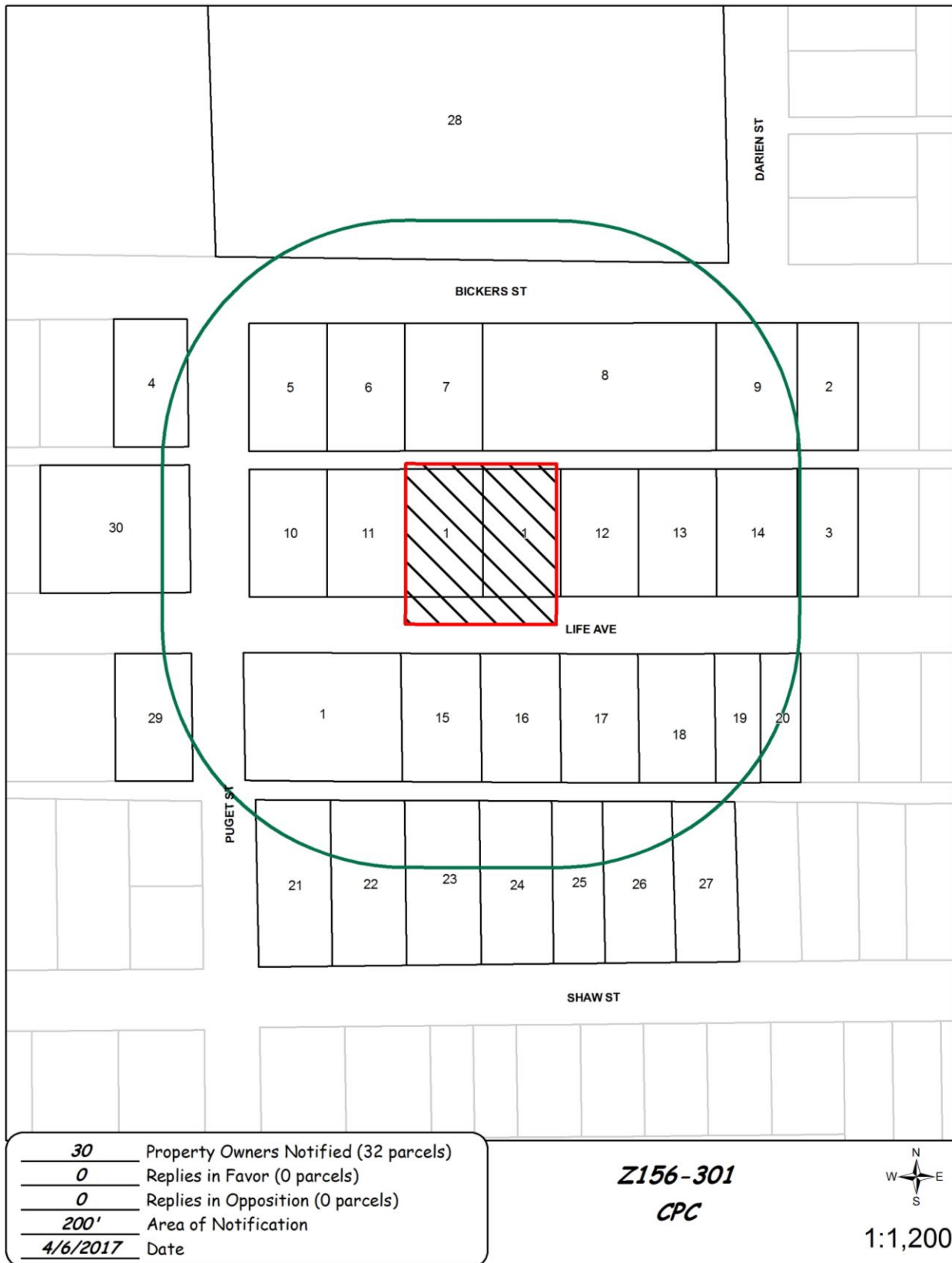








CPC RESPONSES



03/01/2017

Reply List of Property Owners***Z156-301******30 Property Owners Notified******0 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	1957 LIFE AVE	GREATER PROGRESSIVE
	2	1934 BICKERS ST	GUTIERREZ ROBERTO &
	3	1935 LIFE AVE	SHETH HEMANG A
	4	2002 BICKERS ST	ROMERO GILBERT
	5	3620 PUGET ST	THOMPSON KISHA LAKIA
	6	1962 BICKERS ST	HMK LTD
	7	1956 BICKERS ST	CASTILLO MARTHA
	8	1948 BICKERS ST	HILL OTIS JR
	9	1938 BICKERS ST	SMITH LILA R
	10	1967 LIFE AVE	HERNANDEZ TOMASA &
	11	1963 LIFE AVE	THOMAS BELINDA EST OF
	12	1949 LIFE AVE	SINDIHOKUBWABO NOEL &
	13	1945 LIFE AVE	THOMAS ARCHIE R
	14	1941 LIFE AVE	FELDER JAMES ANTHONY
	15	1956 LIFE AVE	MARTINEZ MARIO & ALICIA
	16	1950 LIFE AVE	GUERRA CLEMENTE
	17	1946 LIFE AVE	WILLIS TIM H
	18	1940 LIFE AVE	THOMAS FINE EST OF
	19	1938 LIFE AVE	DILLARD MARY
	20	1936 LIFE AVE	LANG CAROL ANN EST OF
	21	3530 PUGET ST	JOHNSON VENETTA J
	22	1975 SHAW ST	DALLAS AREA HABITAT FOR
	23	1971 SHAW ST	GREATER PROGRESSIVE
	24	1965 SHAW ST	LOPEZ CLEMENTE GUERRA &
	25	1961 SHAW ST	LAND FREDDIE L
	26	1957 SHAW ST	LAND J D

Z156-301(OTH)

03/01/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	1953 SHAW ST	FERGUSON ROSIE LEE
	28	1952 BAYSIDE ST	Dallas ISD
	29	2002 LIFE AVE	SOLLY SARAH
	30	3603 PUGET ST	MUNSON CLARA

AGENDA ITEM # 68

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 58 W

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2099 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay and deed restrictions on the southwest corner of Great Trinity Forest Way and North Jim Miller Road

Recommendation of Staff: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions

Recommendation of CPC: Approval for a three-year period, subject to conditions
Z156-310(OTH)

Note: This item was considered by the City Council at public hearings on January 11, 2017, February 8, 2017, February 22, 2017, March 22, 2017 and May 24, 2017, and was held under advisement until June 28, 2017, with the public hearing open

FILE NUMBER: Z156-310(OTH)

DATE FILED: July 20, 2016

LOCATION: Southwest corner of Great Trinity Forest Way and North Jim Miller Road.

COUNCIL DISTRICT: 8

MAPSCO: 58-W

SIZE OF REQUEST: ± 0.22 acre

CENSUS TRACT: 116.01

REPRESENTATIVE: Parvez Malik, Business Zoom

APPLICANT: Mohammad Sidiqi

OWNER: Juneja Property Holdings, Inc.
Wazir Juneja, President/Secretary

REQUEST: An application to renew Specific Use Permit No. 2099 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay and deed restrictions.

SUMMARY: The applicant proposes to continue the sale of alcoholic beverages for off-premise consumption in conjunction with the existing convenience store [BZ Food Mart].

CPC RECOMMENDATION: Approval for a three-year period, subject to conditions.

STAFF RECOMMENDATION: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions.

BACKGROUND INFORMATION:

- The ±0.22-acre request site is developed with a ±2,167-square-foot general convenience store with fuel pumps. No new construction is proposed by this application.
- The general merchandise or food store (convenience store) is permitted by right, but the sale of alcoholic beverages for off-premise consumption in conjunction with the convenience store requires a Specific Use Permit due to the D-1 Liquor Control Overlay.
- Deed restrictions volunteered on July 16, 1986 limit the uses to those allowed in the Chapter 51 General Retail District and limit multifamily uses to no more than 26 units per acre.
- As depicted on the alcohol measurement survey submitted with the application, the request site complies with the 300 foot door-to-door distance requirement from the church to the south.
- SUP No. 2099 was originally approved on December 10, 2014 for a two-year period.

Surrounding Zoning History:

- 1. Z134-166:** December 11, 2013, the City Council approved Specific Use Permit No. 2099 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay for a two-year period with eligibility for automatic renewal for additional five-year periods, subject to a site plan and conditions. Tentative CPC hearing is December 15, 2016.
- 2. Z167-104:** An application for a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay.
- 3. Z123-337:** On December 11, 2013, the City Council approved a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Great Trinity Forest Way	Principal Arterial	160 feet
North Jim Miller Road	Principal Arterial	100 feet

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

Surrounding Land Uses:

	Zoning	Land Use
Site	CR with SUP No. 2099	General merchandise or food store with sale of alcohol and motor vehicle fueling stations
North	CR-D-1, deed restrictions	Auto service center, church, restaurant
East	CR-D-1, deed restrictions	Undeveloped
South	R-7.5(A), MF-1(A)	Church, undeveloped, single family, multifamily
West	CR-D-1, deed restrictions	Carwash, hotel, undeveloped

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

Goal 1.1 Align land use strategies with economic development priorities.

Policy 1.1.15 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

Implementation measure 1.1.5.3 Encourage neighborhood-serving office, retail, or other non-residential uses to be located in residential community areas, primarily on significant roadways or at key intersections.

Land Use Compatibility:

The proposed site is developed with a general merchandise or food store 3,500 square feet or less and a motor vehicle fueling station. The applicant is requesting that the existing SUP be renewed to continue the sale of alcoholic beverages for off-premise consumption.

The property is adjacent to a car wash to the west. The surrounding uses are auto service center, restaurant, church, undeveloped, and restaurant under construction; to the east undeveloped; to the south undeveloped, single family, church and multifamily; to the west hotel and undeveloped.

An existing church is behind the proposed site. The site meets the minimum required distance to be able to sell alcoholic beverages. The church measurements are from door-to-door and staff estimates that there is a distance of over 450 feet.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The general merchandise use is also regulated by Chapter 12B of the Dallas City Code, Convenience Stores. This chapter applies to all convenience stores, which is defined as any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space; the term does not include any business that has no retail floor space accessible to the public. The purpose of Chapter 12B is to protect the health, safety, and welfare of the citizens of the city of Dallas by reducing the occurrence of crime, preventing the

escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores in the city. This chapter establishes a registration program for convenience stores and provides requirements relating to:

- surveillance camera systems,
- video recording and storage systems,
- alarm systems,
- drop safes,
- security signs,
- height markers,

The applicant's request conforms to the zoning regulations and standards of the Dallas Development Code. The applicant is in compliance with the convenience store regulations. The proposed sale of alcoholic beverages in conjunction with the existing convenience store does not seem to negatively impact the adjacent properties as shown in the police calls for the past four years. The use is compatible with the surrounding non-residential uses and provides an alternative shopping venue for the neighborhood. The short initial time period will allow re-evaluation of the request to ensure ongoing compliance with the conditions and other City regulations.

Development Standards:

District	Setbacks		Density/ FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
CR-D-1 Community retail	15'	20' adjacent to residential Other: No min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	RPS Visual Intrusion	Retail and personal service, office

Parking:

Pursuant to the Dallas Development Code, the off-street parking requirement for a general merchandise or food store use is one space per 200 square feet of floor area; the off-street parking requirement for a motor vehicle fueling station is two spaces. Therefore, the ±2,167-square-foot convenience store with fuel pumps requires 13 parking spaces. The applicant is providing 16 spaces as shown on the existing site plan.

Landscaping:

No new development is proposed. Therefore, no additional landscaping is required. Any new development on the property will require landscaping per Article X of the Dallas Development Code.

Police Report:

The Dallas Police Department's provided an incident report for the period from July 1, 2011 to August, 2015 revealed the following results:

Offenses	2011	2012	2013	2014	2015	2016
Forge & Counterfeit	2	0	4	2	0	0
Assault	1	0	0	0	0	1
Robbery individual	0	2	0	4	2	2
Other thefts	0	1	0	1	0	0
Vandalism & Criminal Mischief	1	0	0	0	2	0
Criminal trespass	0	0	0	1	1	6
UUMV	0	0	2	0	2	0
Total	37	3	6	8	7	9

CPC ACTION:
November 17, 2016

Motion: It was moved to recommend **approval** of the renewal of Specific Use Permit No. 2099 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a three-year period, subject to conditions on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay on the southwest corner of Great Trinity Forest Way and North Jim Miller Road.

Maker: Houston
Second: Jung
Result: Carried: 13 to 0

For: 13 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Schultz, Peadon,
Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Housewright
Vacancy: 1 - District 7

Notices: Area: 200 Mailed: 13
Replies: For: 0 Against: 0

Speakers: For: Parvez Malik, P.O. Box 54803, Hurst, TX, 76054
Against: None

**Proposed SUP Conditions
Z134-166(OTH)**

1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store use 3,500 square feet or less.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

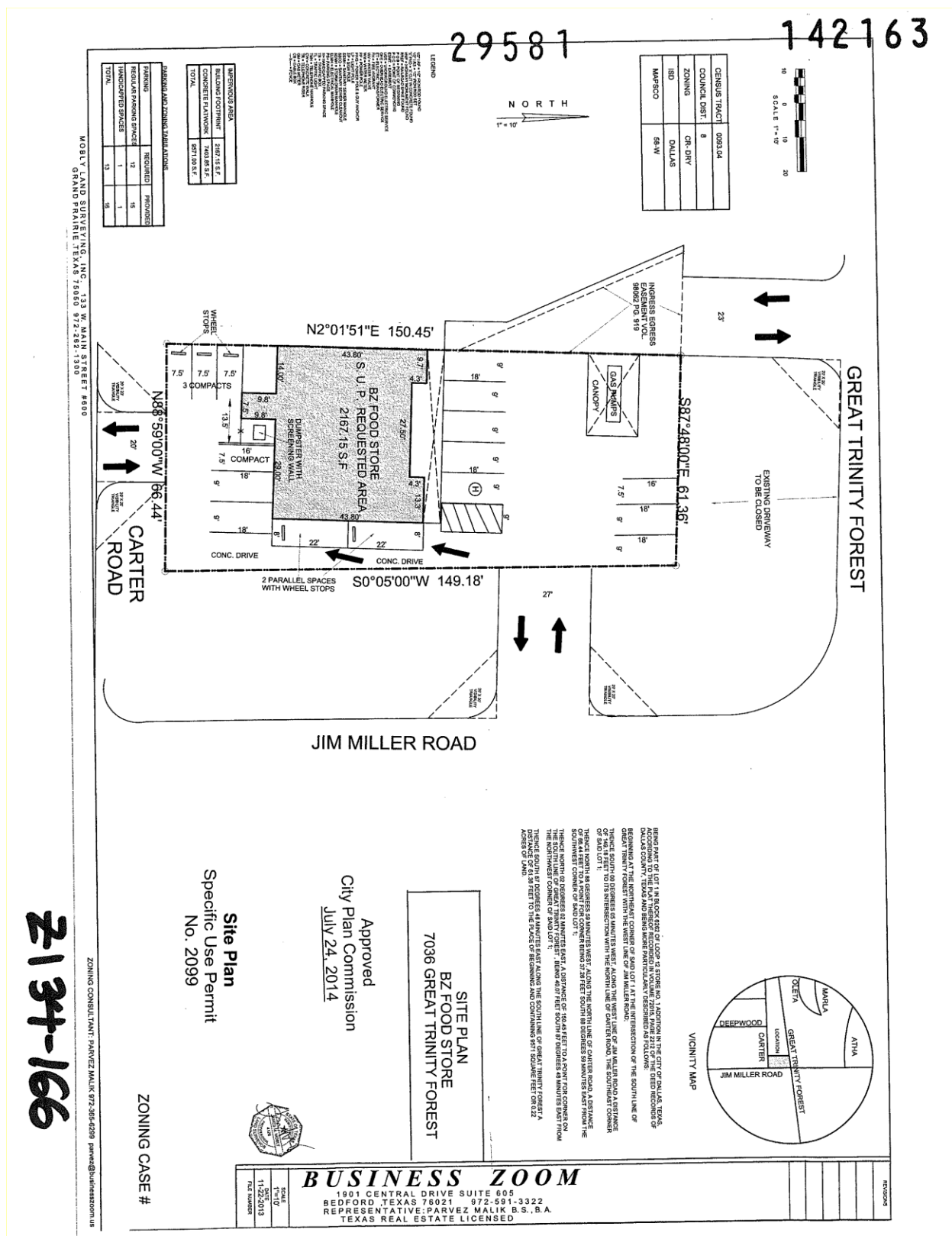
CPC recommendation:

3. TIME LIMIT: This specific use permit expires on (three years) ~~December 10, 2016~~.

Staff recommendation:

4. TIME LIMIT: This specific use permit expires on (two years) ~~December 10, 2016~~, but is eligible for automatic renewal for additional five-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
6. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

EXISTING PLAN



Existing deed restrictions

THENCE 01 degrees, 05 minutes, 08 seconds, East, with said North Jim Miller Road a distance of 245.89 feet to an Iron Rod for corner;

THENCE North 89 degrees, 24 minutes, 20 seconds, West, a distance of 20.0 feet to a point for corner;

THENCE North 01 degree, 12 minutes, 00 seconds, East, a distance of 105.00 feet to the PLACE OF BEGINNING and containing 187,146.301 square feet or 4.296 acres of land.

That the undersigned, Paul L. Adams and Jack Kellam, do hereby impress all of the following described property with the following deed restrictions, to-wit:

(1) The only permitted uses on the property are those uses allowed in a General Retail District as defined in the Dallas Development Code, as amended (the "Code").

(2) Multiple-family uses are limited to no more than 26 units per acre in density, as defined in the Code.

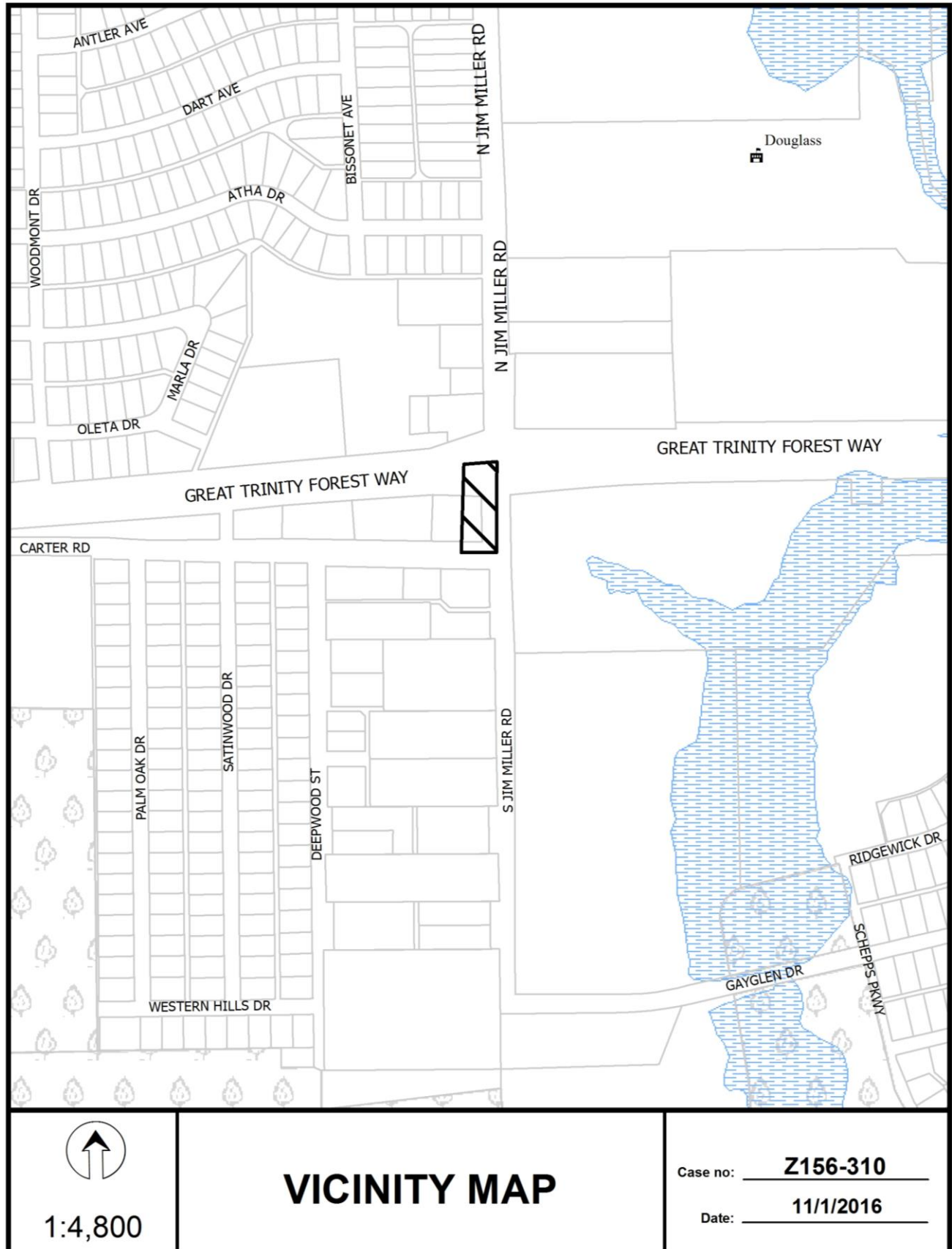
These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional period of ten (10) years unless terminated in the manner specified herein.

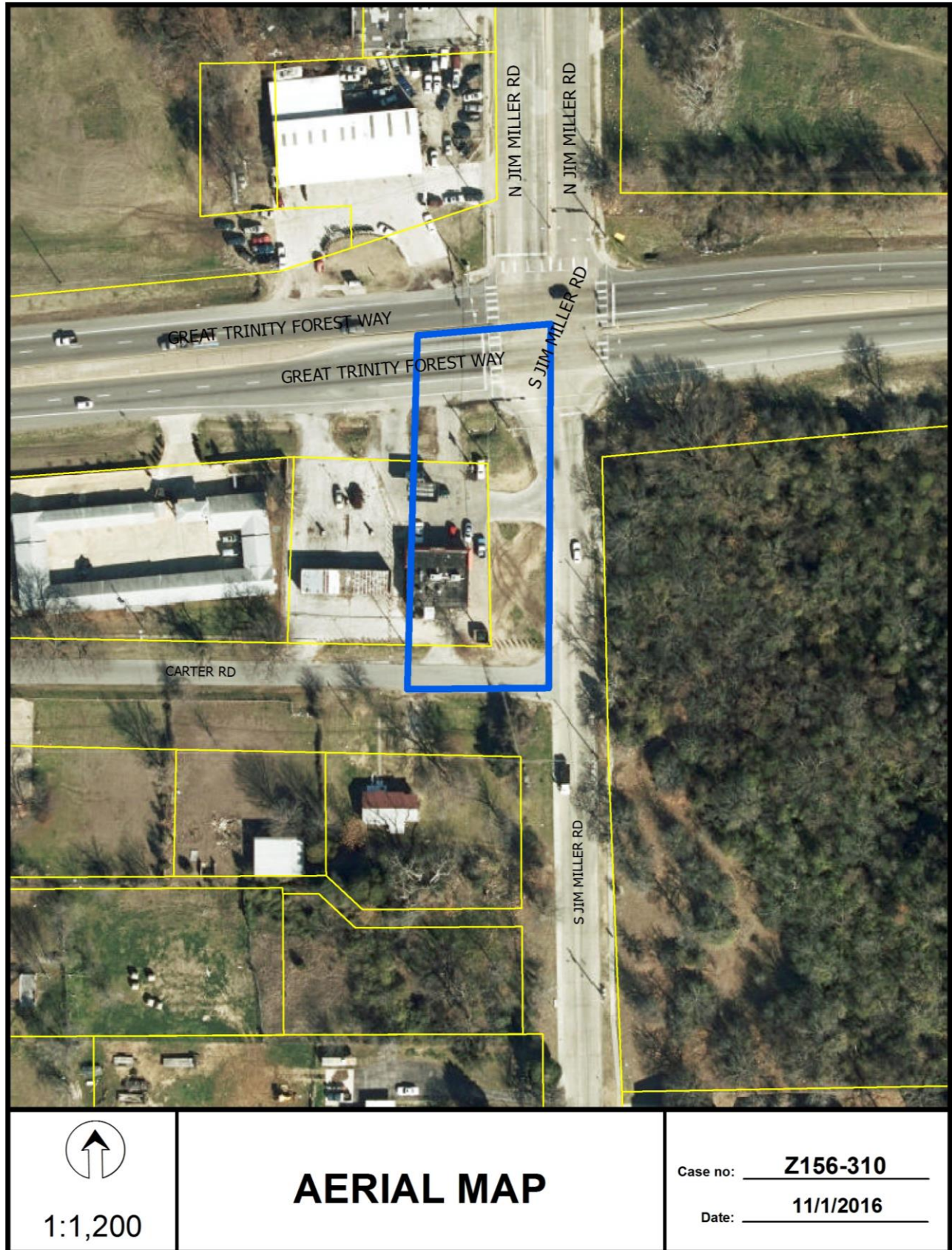
These restrictions shall not be altered, amended or terminated without a public hearing before the City Plan Commission and the City Council of the City of Dallas. Notice of such public hearings shall be given as would be required by law for a zoning change on the property described herein.

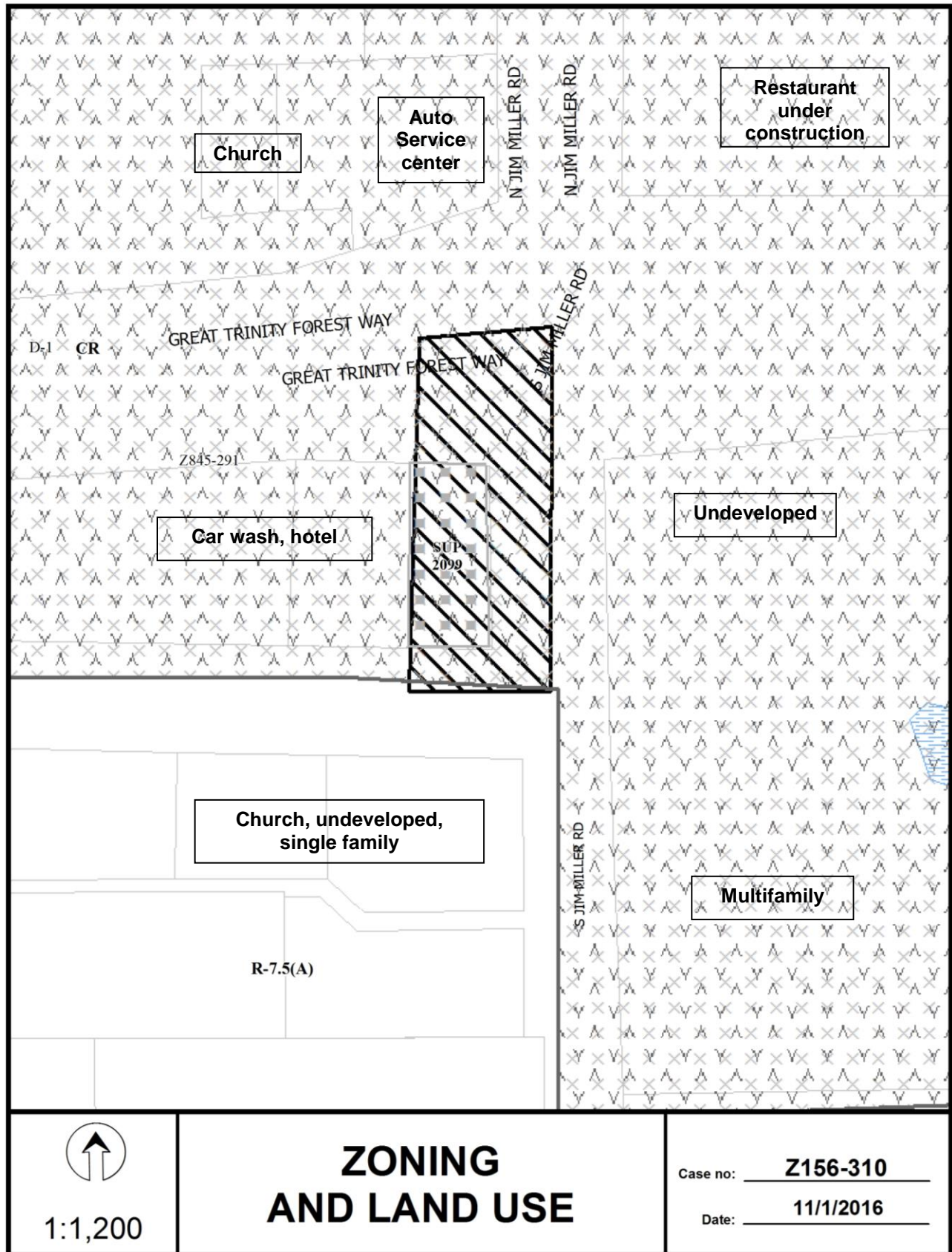
The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the property is concerned.

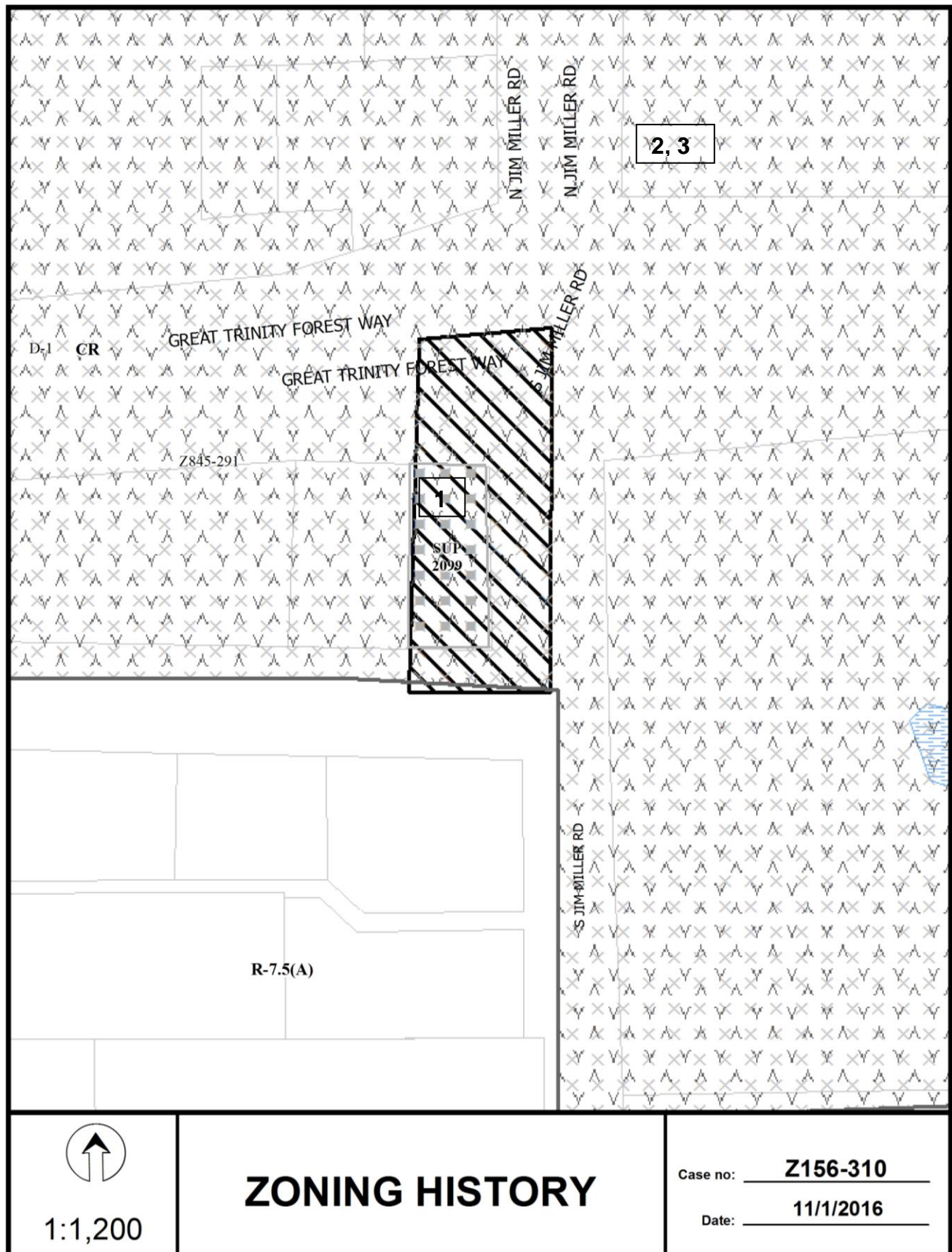
These restrictions inure to the benefit of the City of Dallas, and the undersigned owner hereof does grant to the City of Dallas the right to

86140 2745









1:1,200

ZONING HISTORY

Case no: **Z156-310**

Date: **11/1/2016**

CPC RESPONSES



11/16/2016

Reply List of Property Owners

Z156-310

13 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	7036	GREAT TRINITY FOREST WAY	JUNEJA PROPERTY HOLDINGS
2	7028	GREAT TRINITY FOREST WAY	PHILLIPS LEO &
3	6901	GREAT TRINITY FOREST WAY	CATHEDRAL OF FAITH
4	7015	GREAT TRINITY FOREST WAY	CATHEDRAL OF FAITH
5	120	DEEPWOOD ST	COX ERMA
6	137	S JIM MILLER RD	MENDOZA JUAN
7	7100	GREAT TRINITY FOREST WAY	VSB INVESTMENTS LLC
8	116	N JIM MILLER RD	SANABEL INVESTMENT LP
9	7020	GREAT TRINITY FOREST WAY	JUNEJA HOSPITALITY HOLDINGS
10	7071	GREAT TRINITY FOREST WAY	ALEJANDRE ARCANGEL
11	7004	CARTER RD	LOVE OF GOD CHURCH
12	7026	CARTER RD	GIBSON KENNETH E
13	7040	CARTER RD	HOUSE OF PRAYER

AGENDA ITEM # 69

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 69 Q; U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road

Recommendation of Staff and CPC: Approval for a two-year period, subject to a site plan and conditions

Z156-323(JM)

Note: This item was considered by the City Council at public hearings on April 12, 2017 and May 24, 2017, and was deferred until June 28, 2017, with the public hearing open

FILE NUMBER: Z156-323(JM)

DATE FILED: July 29, 2016

LOCATION: On the south line of Tea Garden Road, west of Haymarket Road.

COUNCIL DISTRICT: 8

MAPSCO: 69-Q, U

SIZE OF REQUEST: ±16.313 acres

CENSUS TRACT: 171.02

REPRESENTATIVE/

APPLICANT/OWNER: Joel Torres

REQUEST: An application for a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District.

SUMMARY: The purpose of this request is to allow for the following private fields: three baseball fields and one volleyball court.

CPC RECOMMENDATION: Approval for a two-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a two-year period, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The request is made to allow one volleyball court and three baseball fields as part of a private recreation center, club, or area.
- The site is operated as an agricultural use with livestock. The owner currently hosts baseball and volleyball games for local adult male baseball teams. Code enforcement notified the owner to contact the Sustainable Development and Construction Department to discuss how to proceed with this use. A specific use permit is required to allow the continued use as a private recreation center, club, or area in a residential zoning district, including the A(A) Agricultural District.

Zoning History:

There have been no zoning cases within the vicinity of the area of request in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Tea Garden Road	Local	60 feet

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system; however, “no parking” signs are required along Tea Garden Road. The requirement is made due to the narrow pavement conditions (approximately 20 feet) along Tea Garden Road.

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The comprehensive plan does not make a specific land use recommendation related to the request. The Plan identifies the request site being located in a Residential Building Block.

Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

The request complies with the following land use goals and policies of the

Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

Implementation Measure 1.1.5.3 Encourage neighborhood-serving office, retail, or other non-residential uses to be located in residential community areas, primarily on significant roadways or at key intersections.

GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

The requested recreational use is characteristic of the Residential Building Block, which is predominately for single-family uses, but allows recreational and institutional uses to serve the surrounding neighborhoods.

Land Use Compatibility:

The subject site is currently zoned an A(A) Agricultural District. The uses permitted in this district are intended to accommodate normal farming, ranching, and gardening activities. Over time, it is expected that agricultural zoned properties will eventually develop into urban sites.

	Zoning	Land Use
Site	A(A) Agricultural	Agricultural and existing playing fields
North	A(A) Agricultural	Single family and agricultural
East	A(A) Agricultural	Single family and agricultural
South	A(A) Agricultural	Single family and agricultural
West	A(A) Agricultural, PD No. 819, R-7,5(A), R-5(A), and Deed Restrictions	Single family, public school, and agricultural

Surrounding land uses include single family and agricultural, with a school nearby as well. These uses are typical in residential neighborhoods with low density. The private recreation center, club, or area use is permitted by right in retail, commercial service, industrial, central area, mixed use, multiple commercial and urban corridor districts. When feasible, this use is allowed in residential districts with special consideration by

SUP. The intent of allowing it by SUP in residential districts is to gauge the level of appropriateness and provide for public comment.

The site is currently agricultural land. The fields exist and are used by the property owner and baseball teams from around the metroplex, according to the applicant (owner). The applicant had originally requested the right to operate seven days a week. After discussing concerns over the need for a break in the currently remote and residential area, the applicant amended the request to three days a week, Friday, Saturday, and Sunday. To address privacy and future maintenance, a six-foot solid privacy fence is required to be provided and maintained around the perimeter of the site. Hours of operation limit the use to certain times of day. The use of lighting and amplified sound is limited to the hours of operation. Paved parking far exceeding the code requirement is being offered within the site. Sec. 51A 4.208(2)(c) requires three parking spaces per playing field and an additional one parking space per 150 square feet of floor area. In all, approximately 44 parking spaces are required for the three baseball fields, one volleyball court, and 4,680 square feet of additional floor area (storage buildings and covered porches). Portable toilets and a dumpster will be required as identified on the site plan.

Staff believes that with compliance to the proposed site plan and conditions, the use could be an asset to the area as it develops into an urban site in the future. In an effort to ensure that the site matches the future development of the area, staff is recommending the time period be two years with no auto renewal recommended. This gives neighbors the opportunity to experience the facility under the SUP regulations imposed by this request. If additional concerns arise, the conditions may be amended when the SUP comes in for renewal.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards.

Parking:

Sec. 51A 4.208(2)(c) requires three parking spaces per playing field and an additional one parking space per 150 square feet of floor area. In all, approximately 44 parking spaces are required for the three baseball fields, one volleyball court, and 4,680 square feet of additional floor area (storage buildings and covered porches for audiences). The proposed site plan depicts that the applicant will provide 116 parking spaces, of which five are van accessible handicapped spaces.

Landscaping and Screening:

According to the City arborist, this request meets the requirements of Article X. Staff recommended the addition of a six-foot solid privacy fence around the perimeter of the site to reinforce the separation of the use from surrounding agricultural and single-family uses.

CPC Action:
February 16, 2017

Motion: It was moved to recommend **approval** of a Specific Use Permit for a private recreation center, club, or area for a two-year period, subject to a site plan and conditions on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road.

Maker: Haney
Second: Davis
Result: Carried: 12 to 0

For: 12 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Murphy,
Ridley

Against: 0
Absent: 3 - Anantasomboon, Schultz, Tarpley
Vacancy: 0

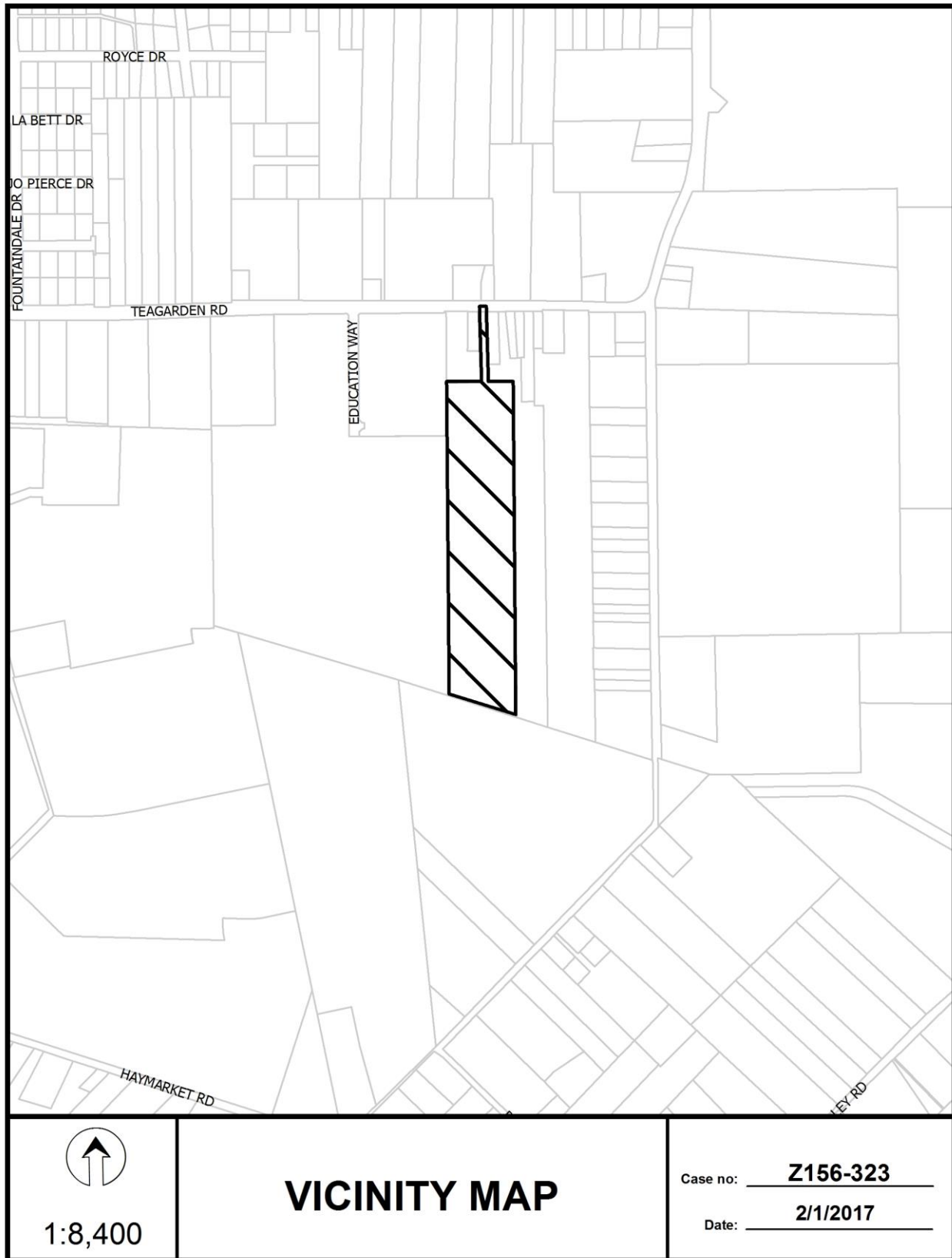
Notices:	Area: 400	Mailed: 18
Replies:	For: 0	Against: 6

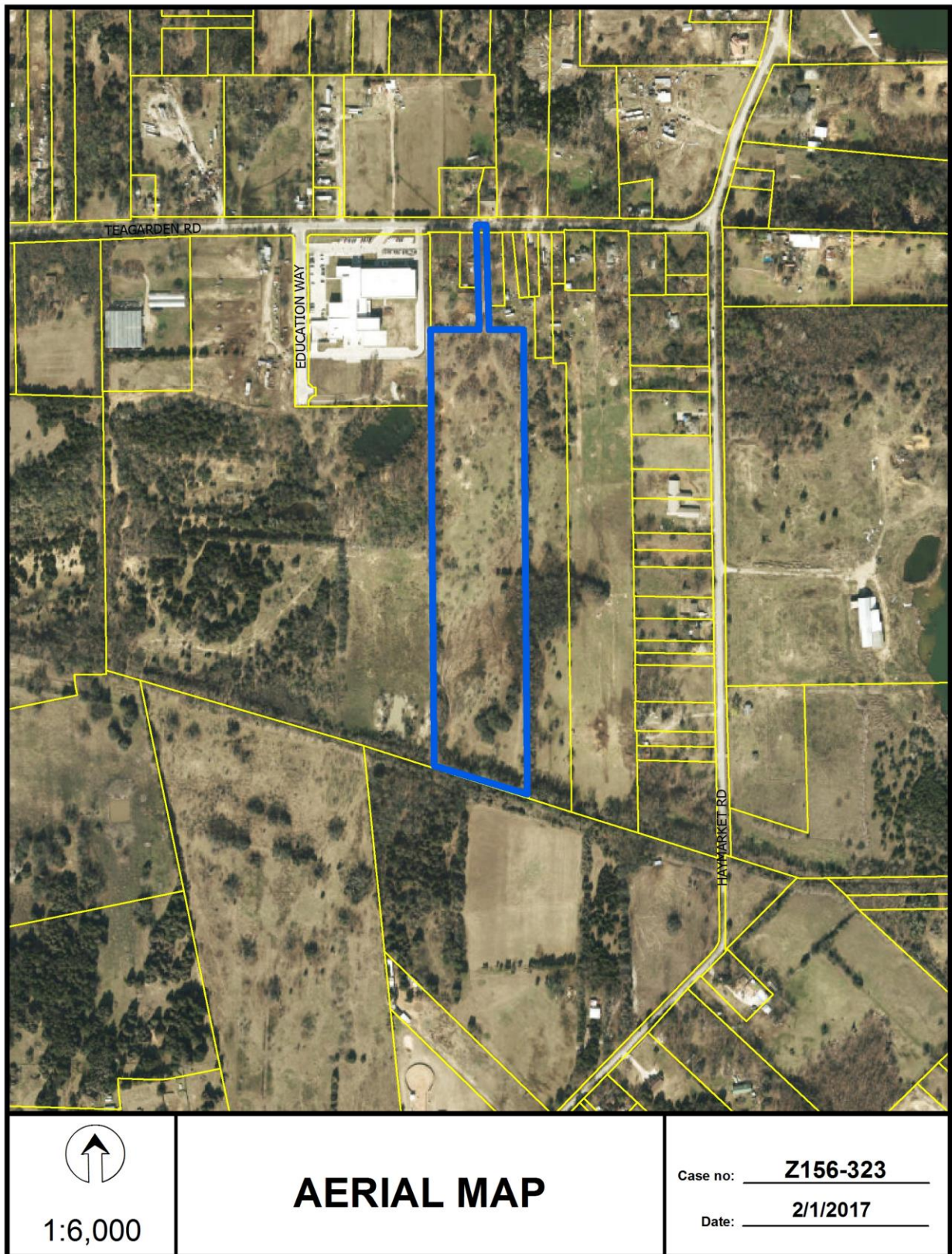
Speakers: None

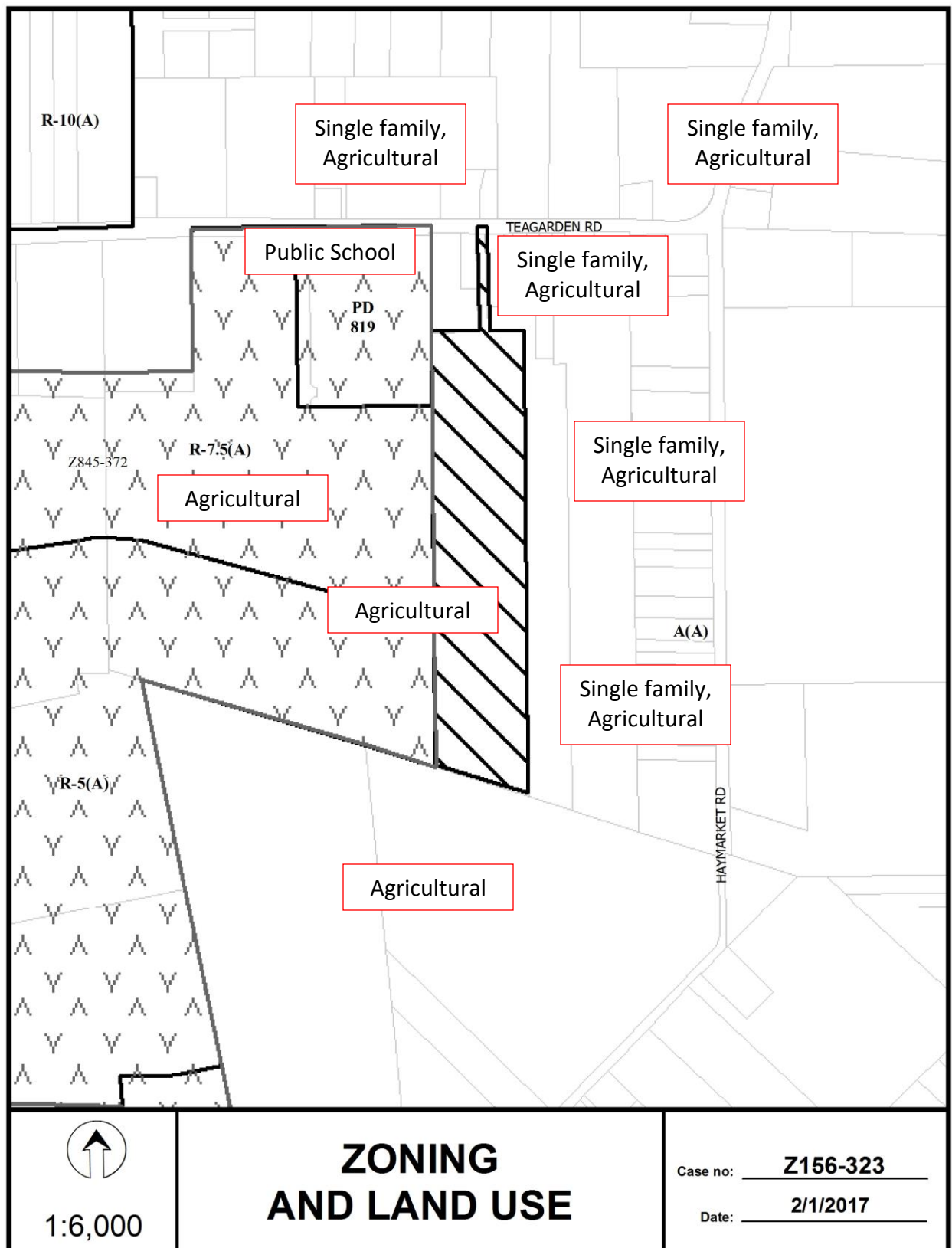
<p>CPC SUP CONDITIONS Z156-323</p>
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1. USE: The only use authorized by this specific use permit is a private recreation center, club, or area.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on 2 years from passage of this ordinance (date)-
4. HOURS OF OPERATION: A private recreation center, club, or area may operate between 4:00 p.m. and 8:00 p.m., Friday through Sunday.
5. LIGHTING: Operation of outdoor lighting is limited to the hours between 4:00 p.m. and 8:00 p.m., Friday through Sunday.
6. SCREENING: Except for required visibility triangles and points of ingress and egress, a minimum six-foot-tall solid screen must be provided and maintained along the perimeter of the property. Screening material must be wood or masonry.
7. SOUND: Operation of loudspeakers and other forms of amplification is limited to the hours between 4:00 p.m. and 8:00 p.m., Friday through Sunday.
8. SIGNS: "No Parking" signs must be installed at the owner/operator's expense on the property street frontage along Tea Garden Road.
9. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
10. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

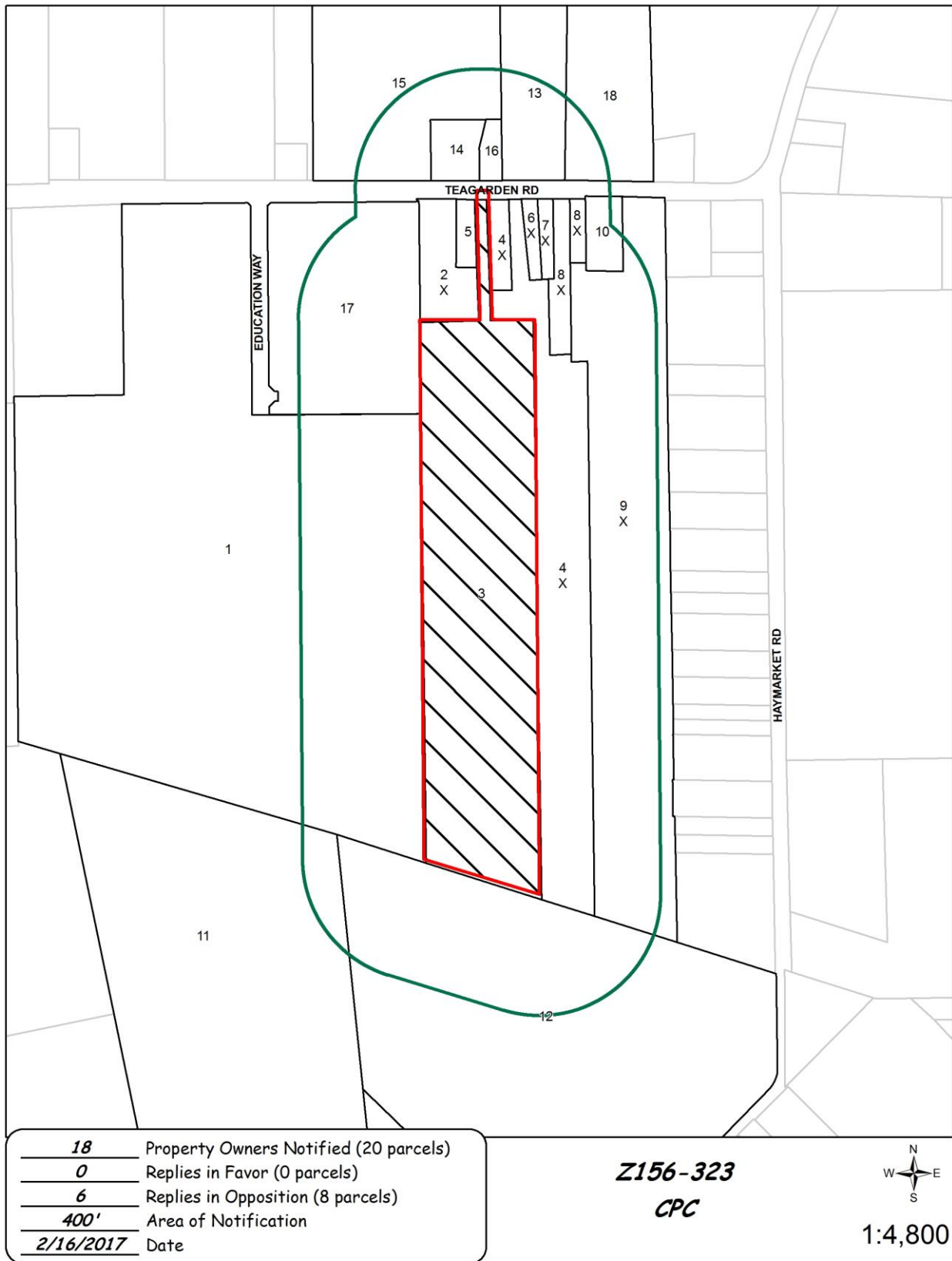








CPC Responses



02/15/2017

Reply List of Property Owners***Z156-323******18 Property Owners Notified******0 Property Owners in Favor******6 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	10020 TEA GARDEN RD	10020 TEA GARDEN ROAD LLP
X	2	10214 TEA GARDEN RD	MARTENSEN GAYLE
	3	10218 TEA GARDEN RD	TORRES JOEL
X	4	10224 TEA GARDEN RD	TERRY DONNA LYNN
	5	10216 TEA GARDEN RD	GUZMAN MARIO
X	6	10230 TEA GARDEN RD	HARGROVE GEORGE &
X	7	10310 TEA GARDEN RD	HARGROVE GEORGE
X	8	10318 TEA GARDEN RD	HARGROVE GEORGE W & DONNA
X	9	10360 TEA GARDEN RD	HARGROVE GEORGE W JR &
	10	10334 TEA GARDEN RD	JORDON JIMMY D & PATRICIA
	11	2411 HAYMARKET RD	WEBB WALTER E & MELISSA A
	12	2500 HAYMARKET RD	CERVANTES JUAN C
	13	10327 TEA GARDEN RD	BARRIOS SALVADOR
	14	10215 TEA GARDEN RD	VARGAS JOSE
	15	10209 TEA GARDEN RD	LAIR BILLY WAYNE &
	16	10217 TEA GARDEN RD	LAIR LARRY DEAN & DONNA SUE
	17	10210 TEA GARDEN RD	Dallas ISD
	18	10229 TEA GARDEN RD	BARRIOS SALVADOR

AGENDA ITEM # 70

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 1

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 43 T; U

SUBJECT

A public hearing to receive comments regarding an application for and **(1)** an ordinance repealing a portion of Specific Use Permit No. 98 for a quarry; **(2)** an ordinance granting a CR Community Retail District on the southeastern quadrant of the area of request; and **(3)** an ordinance granting a Planned Development District for CR Community Retail District uses on the remainder of the area of request on property zoned an NO(A) Neighborhood Office District and an IR Industrial Research District on the east side of North Westmoreland Drive, south of Interstate Highway 30

Recommendation of Staff and CPC: Approval to repeal a portion of Specific Use Permit No. 98, approval of a CR Community Retail District; and approval of a Planned Development District, subject to a development plan, landscape plan, and conditions Z167-173(SM)

Note: This item was considered by the City Council at a public hearing on May 24, 2017, and was deferred until June 28, 2017, with the public hearing open

FILE NUMBER: Z167-173(SM) **DATE FILED:** January 3, 2017**LOCATION:** East side of North Westmoreland Drive, south of Interstate Highway 30.**COUNCIL DISTRICT:** 1 **MAPSCO:** 43 T, U**SIZE OF REQUEST:** Approx. 9.25 acres **CENSUS TRACT:** 69.00**OWNER:** Dallas County Hospital District**APPLICANT:** QuikTrip Corporation**REPRESENTATIVE:** Dallas Cothrum, Masterplan

REQUEST: An application for 1) the repealing of a portion of Specific Use Permit No. 98 for a quarry; 2) a CR Community Retail District on the southeastern quadrant of the area of request; and 3) a Planned Development District for CR Community Retail District uses on the remainder of the area of request on property zoned an NO(A) Neighborhood Office District and an IR Industrial Research District.

SUMMARY: The purpose of the request is to (1) terminate a portion of a specific use permit for a quarry, (2) rezone the southeastern quadrant to a CR Community Retail District to facilitate future utility uses for Oncor, and (3) create a Planned Development District for CR Community Retail District uses on the remainder to construct a general merchandise or food store greater than 3,500 square feet and a motor vehicle fueling station [QuikTrip] with modifications to landscaping regulations.

CPC RECOMMENDATION: Approval to repeal a portion of Specific Use Permit No. 98, approval of a CR Community Retail District; and approval of a Planned Development District, subject to a development plan, landscape plan, and conditions.

STAFF RECOMMENDATION: Approval to repeal a portion of Specific Use Permit No. 98, approval of a CR Community Retail District; and approval of a Planned Development District, subject to a development plan, landscape plan, and conditions.

BACKGROUND INFORMATION:

- The area of request has remained undeveloped for approximately 40 years, according to aerial photography from 1968.
- To the west of the area request is Planned Development District No. 811. In September 2009, PDD No. 811 was established to allow for a mixed use development that will provide a combination of retail, commercial, residential and office uses. On May 9, 2012 Council approved an amendment and expansion of PDD No. 811.
- The site has significant topography and is in the general area impacted by the escarpment zone. However, the Director determined that the area of request is determined as a Geologically Similar Area and all development on the site must comply with the City of Dallas Code, Chapter 51A-5.200.
- On March 16, 2017, the City Plan Commission recommended approval of a CR Community Retail District; and approval of a Planned Development District, subject to a development plan and conditions.
- After the City Plan Commission recommended approval staff discovered an error that required another notice for a second CPC hearing. The error was contributed to a unique situation where the zoning boundary of the NO(A) District on the private property of the subject site ended approximately at the bounding property line of IH-30. Since the right-of-way was zoned differently than the zoning included on the notice and because zoning is taken to the center of any right-of-way, another notice was required to be advertised. On April 6, 2017, the City Plan Commission reconsidered this item to allow staff to re-advertise the item to add the termination of a portion of Specific Use Permit No. 98 for a quarry for a portion of the property zoned an IR Industrial Research.

Zoning History: There have been no recent zoning changes requested in the vicinity in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Planned Dimension; ROW
Westmoreland Road	Principal Arterial	Minimum 6 lanes, divided; 100 ft.
Interstate Highway 30	Highway	Varies

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request's Traffic Impact Analysis and determined that the proposed development will not be a detriment on the surrounding street system.

COMPREHENSIVE PLAN:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Planning for balanced growth in a dynamic economic environment calls for flexible zoning regulations to enable the City to respond to changing markets and to better facilitate development that aligns with economic priorities.

URBAN DESIGN

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Designing pedestrian-friendly streetscapes and encouraging new developments to provide pedestrian-oriented amenities and enhancements would encourage people to

AREA PLAN:

The request site is within the boundary of the *Southwest Dallas Land Use Study, Phase II*, June 1988. The Study encourages office and supports retail uses.

STAFF ANALYSIS:**Surrounding Land Uses:**

	Zoning	Land Use
Site	NO(A)	Undeveloped
North	IR, SUP No. 1551, SUP No. 98	Highway, Animal Shelter, Undeveloped
East	NO(A), SUP No. 98	USPS Bulk Mail Center
South	NO(A)	Medical Clinic
West	PD No. 811	Undeveloped

One purpose of the request is to change the zoning in order to allow three retail uses that are prohibited in the existing Neighborhood Office NO(A) District. The new uses are (1) general merchandise or food store greater than 3,500 square feet, (2) motor vehicle fueling station, and (3) a convenience store with drive through. The convenience store with drive through requires a specific use permit and the applicant is currently considering adding that feature to new QuikTrip stores. In the event the applicant decides a drive through is desired, a new application for a Specific Use Permit will be submitted and reviewed.

The second purpose of the request is to separate an area within the property for the future use of ONCOR. This area is proposed to be CR Community Retail and is located in the southeastern quadrant of the property, north of the existing medical clinic building and west of the existing USPS Bulk Mail Center. Other utility towers are also in the vicinity of the request at the western terminus of Remond Drive and on the north line of Remond Drive, east of Hartsdale Drive.

The request site is undeveloped and is conveniently located on the corner of an interstate access road and a major arterial roadway in a nonresidential area. The development pattern for the immediate area consists of a medical clinic, mixed use, and utility uses. These uses are located primarily along Westmoreland Road and the interstate. Because the site is distanced from residential neighborhoods and adjacent to an interstate, the land use is compatible with the surrounding properties.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
Existing							
NO(A) Neighborhood Office	15'	20' adjacent to residential OTHER: No Min.	0.5 FAR	30' 2 stories	50%	Proximity Slope Visual Intrusion	Office
Proposed							
CR	15	20' adjacent to residential OTHER: No Min.	.75 FAR overall .5 office	54' 4 stories	60%		Retail & personal service
PD with CR base	15	20' adjacent to residential OTHER: No Min.	.75 FAR overall .5 office	54' 4 stories	60%		Retail & personal service

Landscaping: Landscaping requirements in the proposed planned development district must be in accordance with Article X of the Dallas Development Code with one modification to street trees. Because the site contains significant topography, the maximum distance to consider trees as street trees was extended from 30 feet to 60 feet from the street curb. This modification is only proposed on the southwestern boundary of the site and will allow the site to maintain the existing grades so as to not disturb the grades the southern property line.

Sidewalks: Enlarged sidewalks and pedestrian crossings are also proposed in this request. PDD No. 811 to the west of North Westmoreland Road has a pedestrian friendly environment with large sidewalks. Therefore, matching sidewalk widths, pedestrian crossings, and a pedestrian connection from the sidewalk to the proposed facility are included with the request.

Parking: Pursuant to the Dallas Development Code, off-street parking and loading must be provided in accordance with Division 51A-4.200.

Geologically Similar Area: On January 6, 2017, the Director of Sustainable Development and Construction wrote a determination letter that the Property is considered a Geologically Similar Area. The determination was made based on the materials submitted for the determination, the Property is located within an area that was previously covered by Specific Use Permit No. 98 for a quarry, and historical aerial photographs indicate portions of the site and areas immediately adjacent to the site were quarried and mined extensively in the past. Therefore, all development on the site must comply with the regulations for development in Geologically Similar Areas, as defined in Chapter 51A-5.200. Items required for review in accordance with Chapter 51A-5.200 include details of terrain and area drainage, results of a slope stability analysis, a soil erosion control plan, grading plans, and vegetation plans, as prescribed in Chapter 51A-5.200.

CPC Action – March 16, 2016:

Motion: It was moved to recommend **approval** of 1) a CR Community Retail District on the southeastern quadrant of the area of request; and **approval** of 2) a Planned Development District for CR Community Retail District uses on the remainder of the area of request, subject to a development plan and conditions on property zoned an NO(A) Neighborhood Office District on the east side of North Westmoreland Drive, south of Interstate Highway 30.

Maker: Anglin
Second: Murphy
Result: Carried: 10 to 0

For: 10 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Mack, Housewright, Schultz,
Murphy

Against: 0
Absent: 1 - Haney
Vacancy: 0
Conflict: 4 - Jung, Peadon, Ridley, Tarpley

Notices: Area: 500 Mailed: 14
Replies: For: 2 Against: 0

Speakers: For: Dallas Cothrum, 900 Jackson St., Dallas, TX, 75202
Jake Pietras, 1120 N. Industrial Blvd., Euless, TX, 76039
Against: None

CPC Action – April 6, 2016:

Motion to Reconsider: It was moved to **reconsider** the action taken on March 16, 2017, which was to recommend approval of 1) a CR Community Retail District on the southeastern quadrant of the area of request; and approval of 2) a Planned Development District for CR Community Retail District uses on the remainder of the area of request, subject to a development plan and conditions on property zoned an NO(A) Neighborhood Office District on the east side of North Westmoreland Drive, south of Interstate Highway 30.

Maker: Anglin
Second: Mack
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Mack, Haney, Housewright,
Schultz, Murphy

Against: 0
Absent: 0
Vacancy: 0
Conflict: 4 - Jung, Peadon, Ridley, Tarpley

Motion: In considering an application for 1) a CR Community Retail District on the southeastern quadrant of the area of request; and for 2) a Planned Development District for CR Community Retail District uses on the remainder of the area of request on property zoned an NO(A) Neighborhood Office District on the east side of North Westmoreland Drive, south of Interstate Highway 30, it was moved to instruct staff to re-advertise to include a change to the property zoned description to NO(A) Neighborhood Office District and IR Industrial Research District, and include termination of Specific Use Permit No. 98 with the zoning case to return April 27, 2017.

Maker: Anglin
Second: Shidid
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Mack, Haney, Housewright,
Schultz, Murphy

Against: 0
Absent: 0
Vacancy: 0
Conflict: 4 - Jung, Peadon, Ridley, Tarpley

Notices: Area: 500 Mailed: 14
Replies: For: 4 Against: 0

Speakers: None

CPC Action – May 4, 2016:

Motion: It was moved to recommend **approval** of 1) repealing a portion of Specific Use Permit No. 98 for a quarry, **approval** of 2) a CR Community Retail District on the southeastern quadrant of the area of request; and **approval** of 3) a Planned Development District for a CR Community Retail District uses on the remainder of the area of request, subject to a development plan, revised conditions, and a landscape plan with the following five elements: 1) nine additional trees along the retaining wall, 2) 10 additional trees along the back of the facility, 3) pedestrian path with pavement treatment from Westmoreland to the building, 4) pavement treatment on pedestrian paths intersecting drives, and 5) six-foot instead of five-foot sidewalk along Westmoreland to match adjacent development to west on property zoned an NO(A) Neighborhood Office District and an IR Industrial Research District on the east side of North Westmoreland Drive, south of Interstate Highway 30.

Maker: Anglin
Second: Houston
Result: Carried: 12 to 0

For: 12 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon*, Mack, Haney, Housewright,
Schultz, Murphy, Tarpley

Against: 0
Absent: 0
Vacancy: 0
Conflict: 3 - Jung, Peadon, Ridley

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 14
Replies: For: 2 Against: 0

Speakers: None

Parkland List of Officers

Board Members

Winfred Parnell, MD
Board Chair

Michael D. Williams, FACHE
Vice Chair

Paula Dobbs-Wiggins, MD
Secretary

Brian H. Fant
Marvin A. Earle
Natalie Jenkins Sorrell
Scherry Johnson, EdD
Robert D. Martinez
Jeff Tillotson
Jesse Vallejo
Gonzalo Venegas, MD, F.A.C.O.G

QuikTrip List of Officers

Chester Cadieux III, President/Chief Executive Officer

James Marchesano, Vice President of Store Development

Stuart C. Sullivan, Vice President of Finance (CFO)

Marvin C. O'Dell III, Vice President of Sales

Jeffrey T. Thoene, Vice President of Real Estate

Chad M. Stanford, Corporate Director of Real Estate

Kelly P Vaughan, Regional Director of Real Estate

Craig D. Williams, Regional Director of Real Estate

**CPC RECOMMENDED CONDITIONS FOR A
PLANNED DEVELOPMENT SUBDISTRICT**

“ARTICLE ____.

PD ____.

SEC. 51P- ____ .101. LEGISLATIVE HISTORY.

PD ____ was established by Ordinance No.____, passed by the Dallas City Council on ____.

SEC. 51P- ____ .102. PROPERTY LOCATION AND SIZE.

PD ____ is established on property located south of Interstate Highway 30 and east of N. Westmoreland Drive. The size of PD ____ is approximately 7.26 acres.

SEC. 51P- ____ .103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This District is considered to be a nonresidential zoning district.

SEC. 51P- ____ .104. EXHIBITS.

The following exhibits are incorporated into this article:

(1) Exhibit ____A: development plan.

(2) Exhibit ____B: landscape plan.

SEC. 51P- ____ .105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ____). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P- ____ .106. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the CR Community Retail District, subject to the same conditions applicable in the CR Community Retail District, as set out in Chapter 51A. For example, a use permitted in the CR Community Retail District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the CR Community Retail District is subject to DIR in this district; etc.

(b) The following main uses are prohibited:

- (1) Commercial and business service uses.
 - Building repair and maintenance shop.
 - Tool or equipment rental.
- (2) Industrial uses.
 - Gas drilling and production.
- (3) Office uses.
 - Alternative financial establishment.
- (4) Retail and personal service uses.
 - Liquor store.
 - Pawn shop.
 - Swap or buy shop.

SEC. 51P- ____ .107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

SEC. 51P- ____ .108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

The yard, lot, and space regulations for the CR Community Retail District apply.

SEC. 51P- ____ .109. OFF-STREET PARKING AND LOADING.

Consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

SEC. 51P- ____ .110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- ____ .111. LANDSCAPING.

(a) Landscaping must be provided as shown on the landscape plan (Exhibit ____B). If there is a conflict between the text of this article and the landscape plan, the text of this article controls.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- ____ .112. SIDEWALKS.

(a) A minimum six-foot wide unobstructed sidewalk must be provided in an area parallel to and between four and 12 feet from the back of projected Westmoreland Road street curb.

(b) A scored concrete sidewalk is required to provide an additional pedestrian connection between Westmoreland Road and the facility as shown on the development plan.

(c) At each intersection of driveway and sidewalk, sidewalks must be constructed of a material that differs in finish and color from that of vehicular ingress and egress driveways.

SEC. 51P- ____ .113. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.

SEC. 51P- ____ .114. ADDITIONAL PROVISIONS.

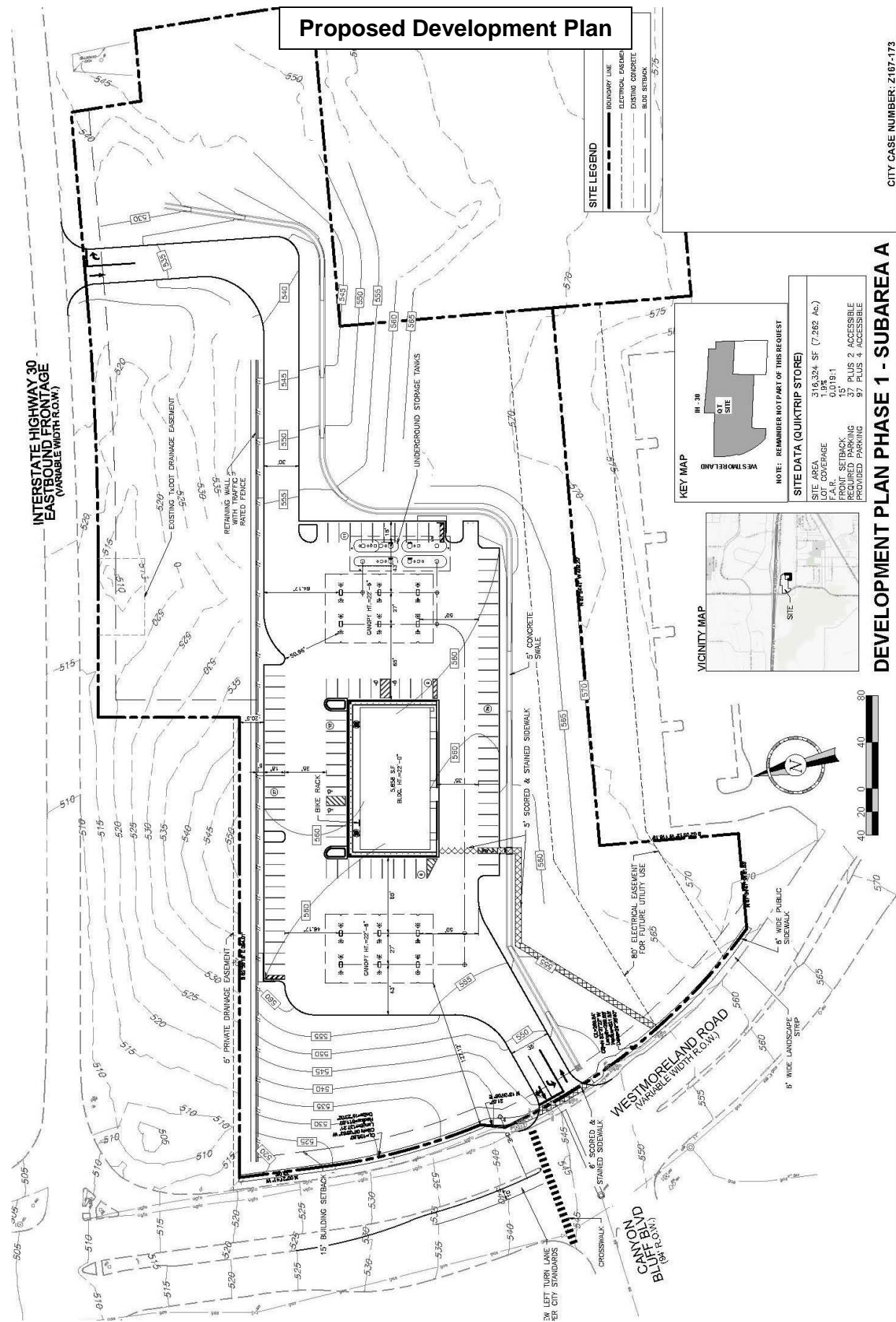
(a) The Property must be properly maintained in a state of good repair and neat appearance.

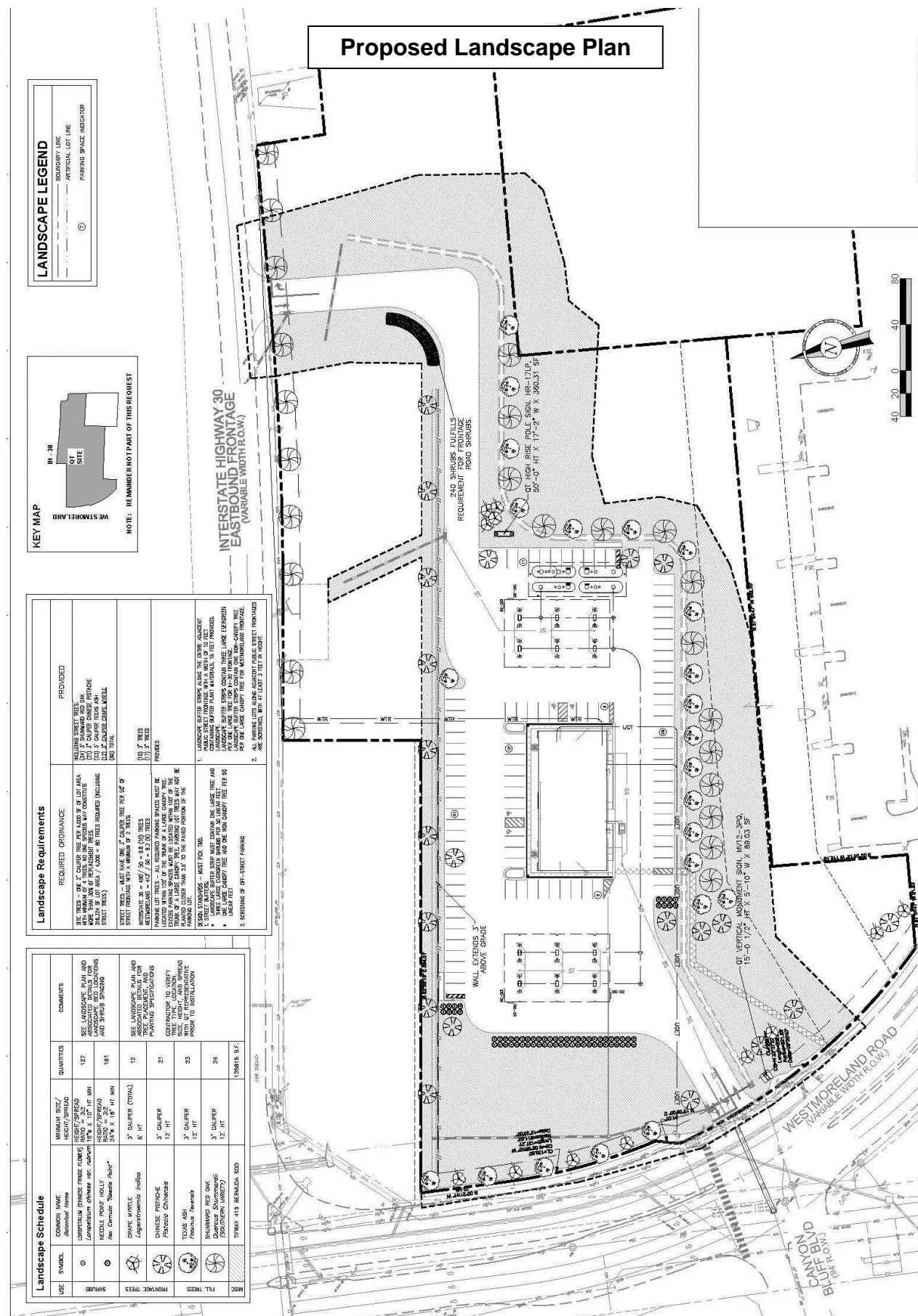
(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

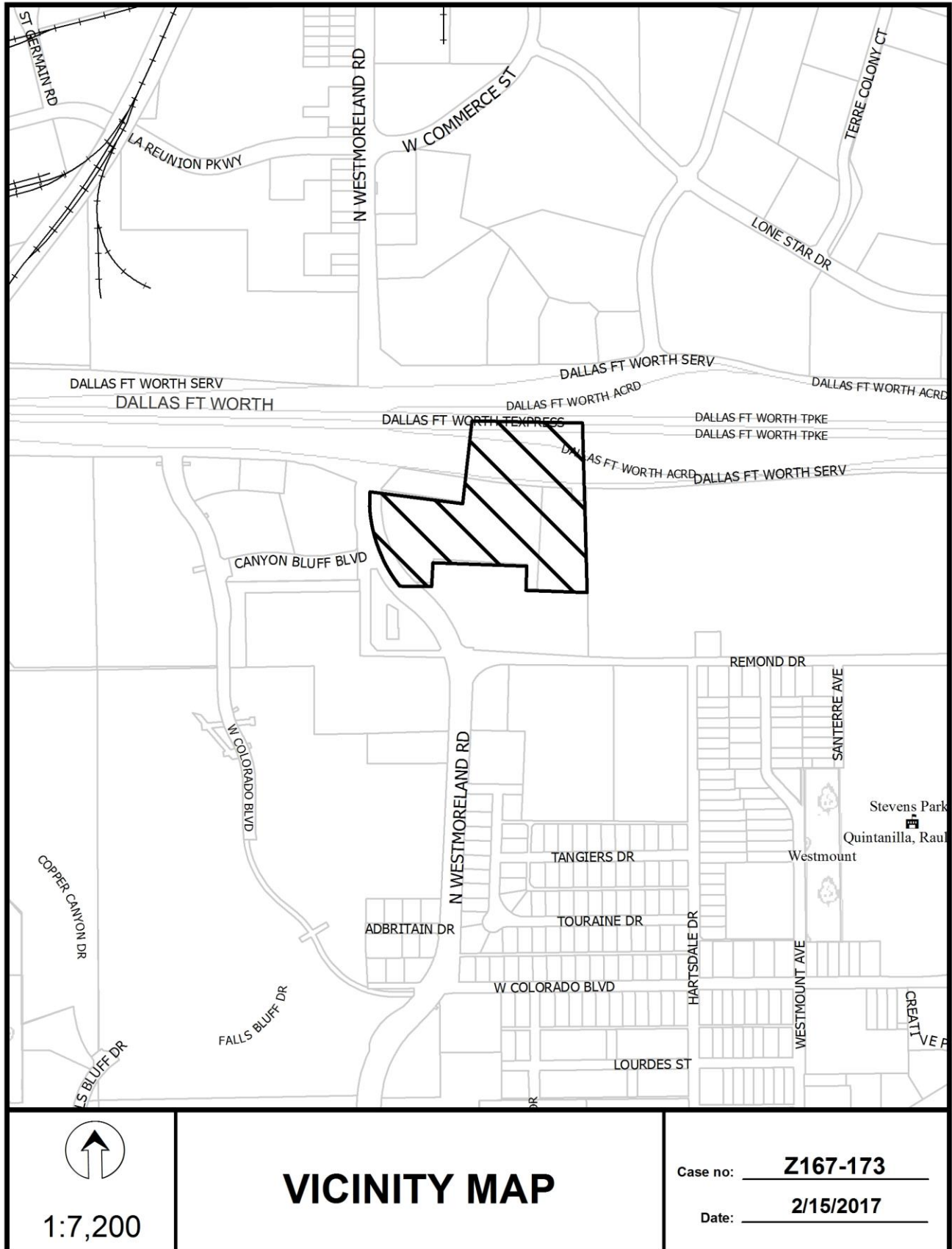
SEC. 51P-____.114. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

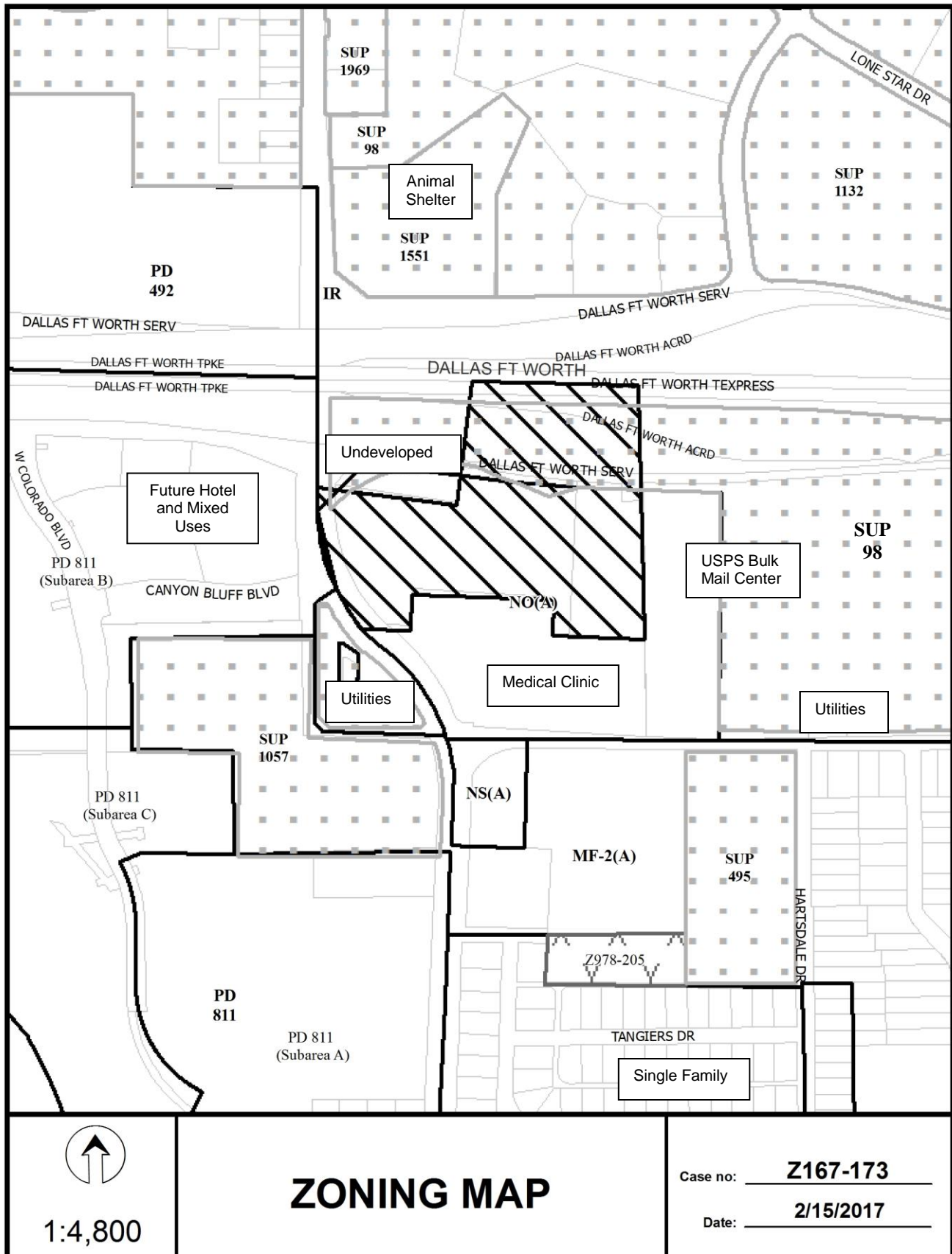
(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.”

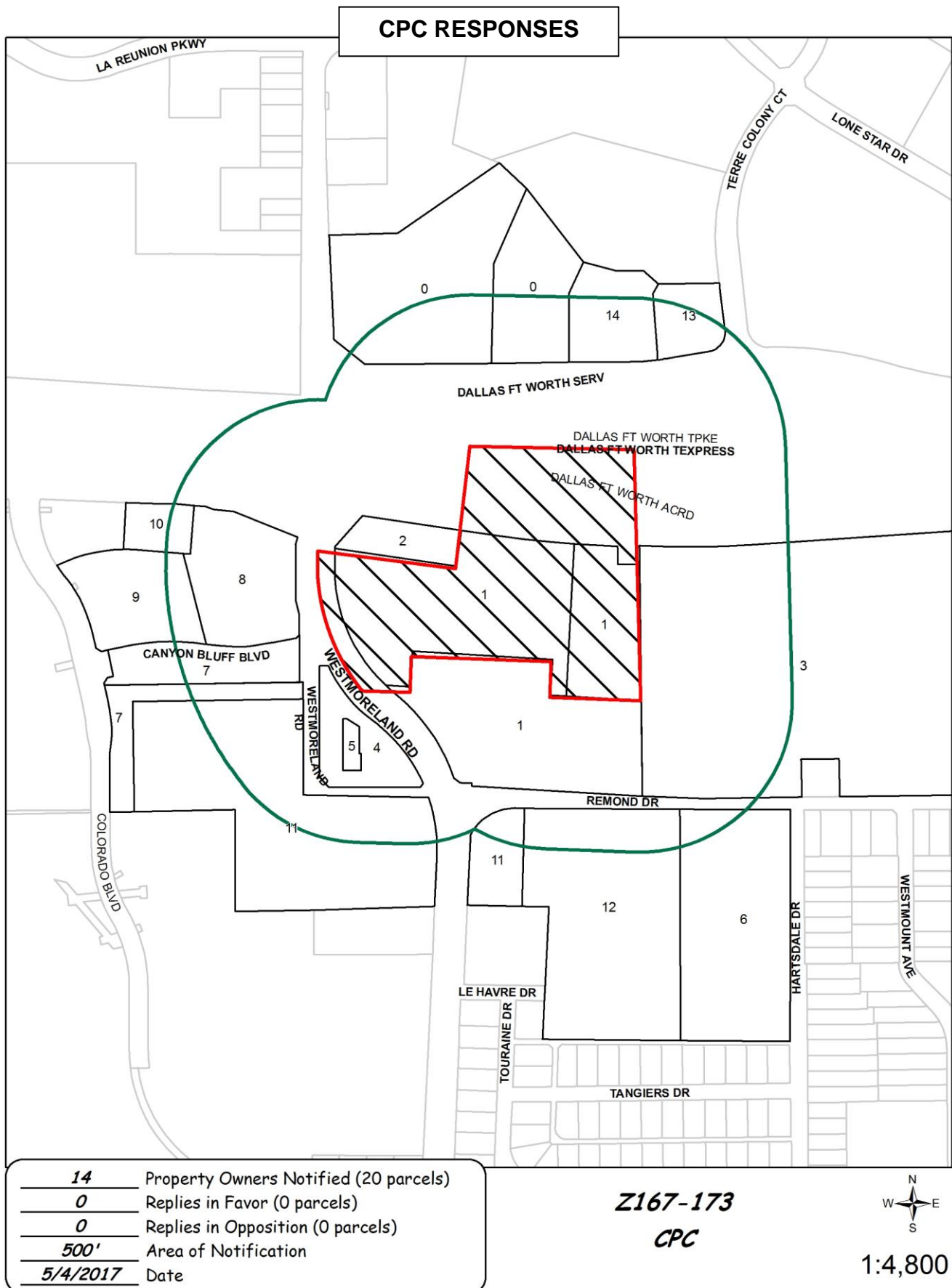












05/10/2017

Reply List of Property Owners

Z167-173

14 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2841	REMOND DR	DALLAS COUNTY HOSPITAL DISTRICT
2	1600	N WESTMORELAND RD	TEXAS UTILITIES ELEC CO
3	2400	IH 30	U S POSTAL SERVICE
4	1433	N WESTMORELAND RD	SLF THE CANYOUN IN OAK CLIFF LP
5	1433	N WESTMORELAND RD	CROWN COMMUNICATION INC
6	2902	REMOND DR	REMOND CLIFF PLAZA
7	1419	N WESTMORELAND RD	SLF III THE CANYON IN OAK CLIFF LP
8	1600	N WESTMORELAND RD	SLF III THE CANYON RETAIL JV LP
9	1600	N WESTMORELAND RD	CANYONS HOTEL VENTURE
10	1600	N WESTMORELAND RD	KAIZEN REAL ESTATE INC
11	1353	N WESTMORELAND RD	DALLAS CO MENTAL HEALTH &
12	3050	REMOND DR	MHMR SENIOR HOUSING LP
13	1771	TERRE COLONY CT	SW BELL WIRELESS
14	3111	IH 30	WOERTENDYKE CLAIR C &

AGENDA ITEM # 71

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 61B D; G; H

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 612 for residential and institutional uses, north of Grady Niblo Road, east of Spur 408

Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised landscape plan, revised traffic management plan, and conditions
Z167-211(KK)

FILE NUMBER: Z167-211(KK)

DATE FILED: March 16, 2017

LOCATION: North of Grady Niblo Road, east of Spur 408

COUNCIL DISTRICT: 3

MAPSCO: 61B-D; G; H

SIZE OF REQUEST: Approx. 29.76 acres

CENSUS TRACT: 165.20, 165.21

APPLICANT/ OWNER: Mike Spurlock/UMEP, Inc.

REPRESENTATIVE: Callaway Architecture, Tony Callaway

REQUEST: An application to amend Planned Development District No. 612 for residential and institutional uses.

SUMMARY: The purpose of this request is to amend the planned development district to eliminate the maximum number of classrooms the open-enrollment charter school is allowed to have [UME Preparatory Academy], revise the existing development plan, amend the planned development to require a landscape plan, amend the max height of all structures to be increased to 59 feet, amend the sign ordinance as it pertains to the non-business sign requirements, and submit a revised Traffic Management Plan (TMP) to meet the increased traffic demands once the additions are constructed.

CPC RECOMMENDATION: Approval, subject to a revised development plan, revised landscape plan, revised traffic management plan, and conditions.

STAFF RECOMMENDATION: Approval, subject to a revised development plan, revised landscape plan, revised traffic management plan, and conditions.

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- The property is currently developed with an open-enrollment charter school [UME Preparatory]. This school accommodates a total number of 490 students in grades kindergarten through twelfth. The proposed expansion of the public charter school would raise the maximum enrollment to 1,080 students.
- On September 12, 2001, PDD No.612 was approved by City Council. On May 2, 2012 UME Preparatory Academy obtained their first Certificate of Occupancy after converting the existing church structure into a school building.
- The revised TMP addresses traffic concerns in the area and has been approved by the Engineering Division of the Department of Sustainable Development and Construction.
- In addition to the submitted TMP, amendments proposed will eliminate the maximum cap on classrooms allowed on site, and offer revisions to the development plan, landscape plan, height regulations, and sign ordinance.

Zoning History: There has been two recent zoning change requests in the area.

1. **Z145-186** On August 12, 2015, the City Council approved the application and an ordinance granting an amendment to Planned Development District No. 612 and approval of the repeal of Specific Use Permit No. 1950 for an open-enrollment charter school.
2. **Z167-195** An application was submitted on January 25, 2017 for a Specific Use Permit for an antenna/tower for cellular communication, located north of Grady Niblo, east of Spur 408. This case is currently under staff review and will be considered by the City Plan Commission at a future meeting.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Spur 408	State Highway	Variable Lane Widths

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed amendment and development plan will not have a negative impact on the surrounding street system. The Engineering Division has reviewed and supports the revised Traffic Management Plan. The applicant is required, as with all Traffic Management Plans, to submit a traffic study to the director each even-numbered year, to determine if the TMP is being implemented effectively.

Per the TMP, the proposed development is expected to generate approximately 503 new weekday morning peak hour one-way trips and 378 new weekday school afternoon peak hour one-way trips at full buildout. The existing drive aisle width is approximately 25 feet wide, which exceeds the minimum required driveway width of 20 feet for two-way traffic. At approximately 1,935 linear feet, the drive aisle also provides a significant surplus of queuing length. The vehicle routes, as anticipated by the TMP, provide an available queue for the school's operations. The school traffic will never be allowed to queue vehicles in the right-of-way, nor will the traffic on any city street be stopped or diverted. The proposed TMP, more specifically Exhibit 11, shows there will be separate loading areas and queue paths for the early and late groups. The northbound driveway approach to the building area will be widened back to the creek crossing, so that it can accommodate two northbound (inbound) lanes and one southbound (outbound) lane as it enters the main campus area. This expansion will allow the two groups to operate independently of each other, although the congestion of overlap will already be minimized by the time offset between the groups.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No. 612	Church, Open-enrollment charter school
North	A(A), TH-2(A)	Undeveloped land
East	TH-2(A), MF-1(A), A(A)	Undeveloped land
South	MF-1(A), PDD No. 743	Multifamily, Undeveloped land
West	A(A)	Spur 408 Freeway, Single Family, Undeveloped land

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

LAND USE ELEMENT

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

1.1.5.7 Ensure that neighborhoods are served by and accessible to neighborhood commercial areas, parking and open space, libraries and schools. Encourage the development of these facilities in priority Area Plans.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

NEIGHBORHOOD PLUS

Policy 4.2 Support and leverage emerging school quality and school choice programs.

Land Use Compatibility:

The site is developed with a church use and an open-enrollment charter school [UME Preparatory Academy]. These uses are adjacent to a major state highway, Spur 408 frontage road, which is used as the primary access to the school. The applicant's proposed amendments will allow the school to grow without a limit on the maximum number of classrooms allowed, install a new building on site to accommodate the anticipated growth in the student population, and propose compliance with the planned development condition that requires a landscape plan.

The request site is located within a predominately rural and undeveloped area. The closest residential development is approximately 1,392.50 feet east or 2,895 feet south to the developed multifamily complex.

The continued operation of this open-enrollment charter school is compatible with the surrounding uses and provides another choice to serve educational needs in the community. It is located on a major thoroughfare to allow for access to the school without interfering with traffic within the adjacent residential community. The conditions in the planned development district and the Traffic Management Plan provide regulations that will help mitigate any potential negative issues.

The applicant proposes the following amendments with this request. The revisions being proposed to the landscape ordinance will be detailed under the landscape section:

- 1) Amend the planned development district to eliminate the maximum number of classrooms the open-enrollment charter school is allowed to have. This amendment will allow the school to grow without a maximum numerical cap placed on the number of classrooms that can be provided.
- 2) Revise the development plan to include additional portable buildings, a new two-story high school building, and a 9,000 square foot activities building. Per the applicant, the growth of the campus is due to the need to better service the growing population of students that attend UME Preparatory Academy.
- 3) Amend the maximum height of structures within the area of request. The applicant is proposing to increase the height of all structures to 59 feet. The uses of open-enrollment charter school are currently allowed to be a maximum 36 feet in height. The maximum structure height for the church land use is currently 59 feet in height.
- 4) Amend the text pertaining to non-business zoning district requirements for signs in the planned development district. The applicant is proposing to increase the allowable effective area of the proposed monument sign from 50 square feet to 100 square feet. The applicant is also asking to increase the allowable digital display on the monument sign from 50 square feet or 50 percent of the total effective area of the sign to a maximum of 100 square feet of effective area. The applicant is proposing that the sign be able to be located within the front yard setback of 50 feet as established by the A(A) Agricultural District that PDD No. 612 refers to for yard, lot and space regulations. The text would establish a minimum 5 foot front yard setback along any city right-of-way, only pertaining to signs as established in the ordinance. Lastly, the applicant is proposing two special conditions be applied to two independent attached premise signs. The attached sign on the west elevation of the new two-story high school building will exceed compliance of a maximum 40 square feet of effective area. The proposed text will allow for this increase but limit the increase to no more than 64 square feet of effective area. The sign on the south elevation will exceed the character height of 4 inches, but will not exceed the allowable effective area of 40 square feet. Therefore, the applicant has proposed the following text, "The attached premise sign that is located on the south elevation of the new two-story structure is allowed to have characters be no more than 14" in height and not exceed an effective area of 32 square feet."

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
PDD No. 612	50'	20'/50'	1 Dwelling Unit/3 Acres	59'	10%	N/A	Agricultural, single family, church

Parking:

The requirement for off-street parking for a school, pursuant to the Dallas Development Code is:

- one and one-half space for each kindergarten/elementary school classroom;
- three and one-half space for each junior high/middle school classroom; and
- nine and one-half space for each senior high school classroom.

The total number of proposed classrooms determines the number of required parking spaces. The school is proposing the below detailed classroom breakdown:

- 35 kindergarten/elementary classrooms
- 14 junior high/middle school classrooms
- 23 senior high school classrooms

The number of required off-street parking spaces, including the additions, for the school are 321 spaces. The applicant is proposing to provide 343 off-street parking spaces.

The total floor area for this proposal including all accessory structures is 117,496 square feet. The current square footage on site is 35,494, the proposed school additions total 68,000 square feet, with additional proposed activity buildings totaling 14,000 square feet.

The parking requirement for a church land use, as defined by Sec.51A-4.204(4)(C)(i), is detailed below:

- If portions of seating areas in the sanctuary or auditorium are not equipped with fixed seats, benches, or pews, the parking requirement for those portions is one space for each 28 square feet of floor area.

The existing church is required to have 120 off-street parking spaces based on the floor area of the sanctuary. The church will share the parking lot during any weekday services or activities. The Development Code permits sharing of parking spaces when a charter school is operating within a church facility. The applicant will have to file a shared parking agreement with the Building Official to show that the number of off-street parking spaces

on site will meet the parking requirements for both uses based on mutually exclusive hours of operation.

Landscaping:

Landscaping must be installed as shown on the landscape plan (Exhibit 612D). The landscape plan also establishes a conservation area detailed on Exhibit 612C. The conservation area (Exhibit 612C) is established under this ordinance for the purpose of mitigating for protected trees removed for the uses designated on the development plan. No building of any kind will be constructed in the defined area. Vegetation removal is restricted to only management actions necessary and prudent for the protection of persons and the property, or for the selective management of vegetation for habitat protection. Any vegetation removal must be reviewed and approved by the city arborist located within the Building Inspection Division.

CPC Action

May 18, 2017

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 612 for residential and institutional uses, subject to a revised development plan, revised landscape plan, revised traffic management plan, and conditions north of Grady Niblo Road, east of Spur 408.

Maker: Houston
Second: Shidid
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Mack*, Haney, Jung, Housewright, Peadon,
Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Schultz
Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 12
Replies: For: 1 Against: 0

Speakers: For: Tony Callaway, 1207 Hampshire Ln., Richardson, TX, 75080
Scot Johnson, 12750 Merit Dr., Dallas, TX, 75251
Charles Merickel, 6550 CR 3704, Athens, TX, 75752
For (Did not speak): Charles Merickel, 6550 CR 3704, Athens, TX, 75752
Against: None

List of Partners/Principals/Officers

Board Members

Dr. Stephanie Goble, President
Dr. Charlene Conner, Vice President
Dr. Jaime Andrade, Treasurer
Donna Prince, Secretary
Jim Brodnick
Dr. Nolan Estes
Martha Oldenburg
Ruben Martinez

Superintendent

Mike Spurlock

Dean of Parent Programs & New School Development

Dr. Brance Barker

Principals

Shannon Horton
Kayla Smith

PROPOSED PDD CONDITIONS

Article 612.

PD 612.

SEC.51P-612.101. LEGISLATIVE HISTORY.

PD 612 was established by Ordinance No. 24715, passed by the Dallas City Council on September 12, 2001. (Ord. 24715)

SEC.51P-612.102. PROPERTY LOCATION AND SIZE.

PD 612 is established on property located on the east line of Spur 408 south of Kiest Boulevard. The size of PD 612 is approximately 29.76 acres. (Ord. 24715)

SEC.51P-612.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a residential zoning district. (Ord. 24715)

SEC.51P-612.103.1. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit 612A: development plan.
- (2) Exhibit 612B: traffic management plan. (Ord. 29823)
- (3) Exhibit 612C: conservation area.
- (4) Exhibit 612D: landscape plan.

SEC.51P-612.104. DEVELOPMENT PLAN.

(a) For a church and an open-enrollment charter school, development and use of the Property must comply with the development plan (Exhibit 612A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

(b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply. (Ord. Nos. 24715, 29823)

SEC.51P-612.105. MAIN USES PERMITTED.

(a) The only main uses permitted are those main uses permitted in the A(A) Agricultural District, subject to the same conditions applicable in the A(A) Agricultural District as set out in Chapter 51A. For example, a use permitted in the A(A) Agricultural District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the A(A) Agricultural District is subject to DIR in this district; etc.

(b) The following additional use is permitted by right:
-- Open-enrollment charter school. ~~[Maximum number of classrooms is 22. May only operate between 7:00 a.m. and 5:00 p.m., Monday through Friday.]~~ (Ord. Nos. 24715, 29823)

SEC.51P-612.106. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217. (Ord. 24715)

SEC.51P-612.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Divisions 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for A(A) Agricultural District apply.

(b) Height.

(1) Maximum structure height ~~for a church~~ is 59 feet.

~~(2) — Maximum structure height for an open-enrollment charter school is 36 feet. (Ord. Nos. 24715, 29823)~~

SEC.51P-612.108. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 24715)

SEC.51P-612.109. LANDSCAPING.

~~Landscaping must be provided in accordance with Article X. (Ord. 24715)~~

(a) Except as provided, all landscaping must be in compliance with Article X. For an open-enrollment charter school or church uses, landscaping must be provided in compliance with the submitted landscape plan (Exhibit 612D). Automatic irrigation must be provided for all new plantings.

(b) Except as provided, all landscaping may be completed in phases in accordance with the building permit and adjacent site work in an area shown in an artificial lot. All street trees on the plan along the western perimeter must be installed prior to the obtaining the certificate of occupancy for the main high school building.

(c) Prior to issuance of the certificate of occupancy for the main high school building, tree replacement must be completed for the required amount of mitigation, with the exception of the following:

i. A designated conservation area, established on the property for the benefit of conservation of riparian and escarpment natural habitat, and for the enrichment and education of students, shall provide a reduction of 65% of tree replacement requirements; and

ii. Landscape trees located on the plan to be established with future phased development.

(d) A 11.39 acre conservation area is established on this property under this ordinance for the purpose of mitigating for protected trees removed for the uses designated on the development plan, and to provide for the protection of the natural ecology of this cuesta area. The construction and use of any floor area or clearing for parking within the conservation area is prohibited. Vegetation removal is restricted to management actions necessary and prudent for the protection of persons and property, or for the selective management of vegetation for habitat protection when reviewed and

approved by the city arborist. Educational and physical training activities are allowed within the conservation area which are not in conflict with the land conservation purpose of the area. Wildlife observation and educational activities are encouraged.

SEC.51P-612.110. SIGNS.

(a) Signs must comply with the provisions for non-business zoning districts in Article VII.

(1) The allowable effective area for the monument sign is not to exceed 100 square feet.

(2) The allowable effective area for digital display on a premise sign is not to exceed 100 square feet.

(3) The minimum setback of the monument sign is 5 feet.

(4) The attached premise sign that is located on the west elevation of the new two-story structure must comply with a maximum effective area of 64 square feet.

(5) The attached premise sign that is located on the south elevation of the new two-story structure is allowed to have the characters be no more than 14" in height.

(a) Each letter of this attached premise sign may be individually lighted.

(6) The signage area on the existing building will be retained and maintained without modifications.

(b) One attached premise sign with a maximum area of 250 square feet is permitted, as shown on the development plan.

(c) Each letter for an attached premise sign must be individually lighted if the letter exceeds 50 square feet in area. (Ord. 24715)

SEC.51P-612.110.1. TRAFFIC MANAGEMENT PLAN.

(a) In general. Operation of an open-enrollment charter school use must comply with the traffic management plan (Exhibit 612B).

(b) Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by March 1, 2018. After the initial traffic study, the Property owner or operator shall submit biennial updates of the traffic study to the director by March 1 of each even-numbered year.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- (A) ingress and egress points;
- (B) queue lengths;
- (C) number and location of personnel assisting with loading and unloading of students;
- (D) drop-off and pick-up locations;
- (E) drop-off and pick-up hours for each grade level;
- (F) hours for each grade level; and
- (G) circulation.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(A) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify to city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) To amend a traffic management plan, the Property owner or operator must provide data showing the number of students who live within walking distance of the school, how many students actually walk to school, and how many students use public transportation.

(3) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion. (Ord. 29823)

SEC.51P-612.111. ADDITIONAL PROVISIONS.

(a) The entire Property must be properly maintained in a state of good repair and neat appearance.

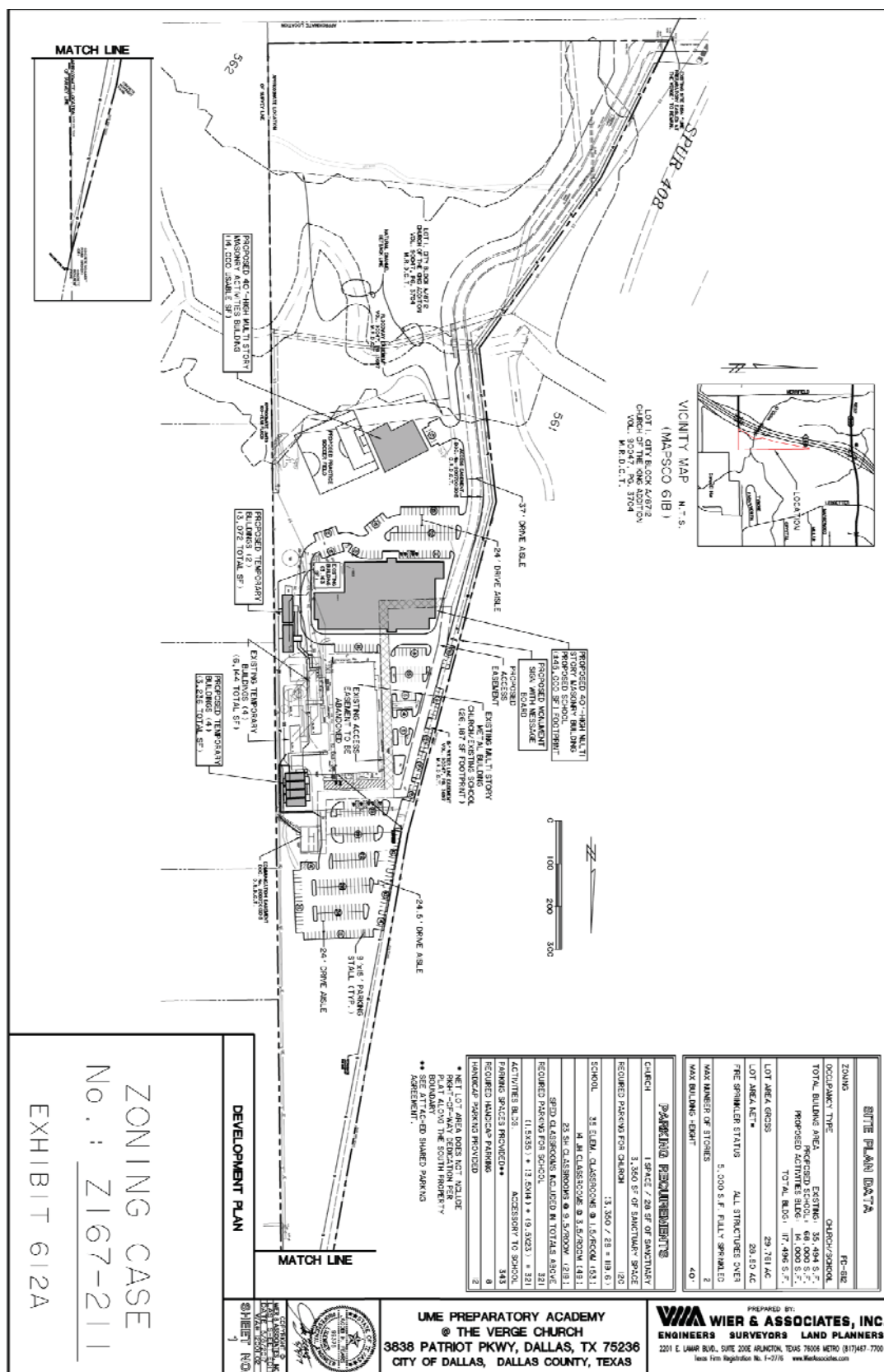
(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. Nos. 24715; 26102)

SEC.51P-612.112. COMPLIANCE WITH CONDITIONS.

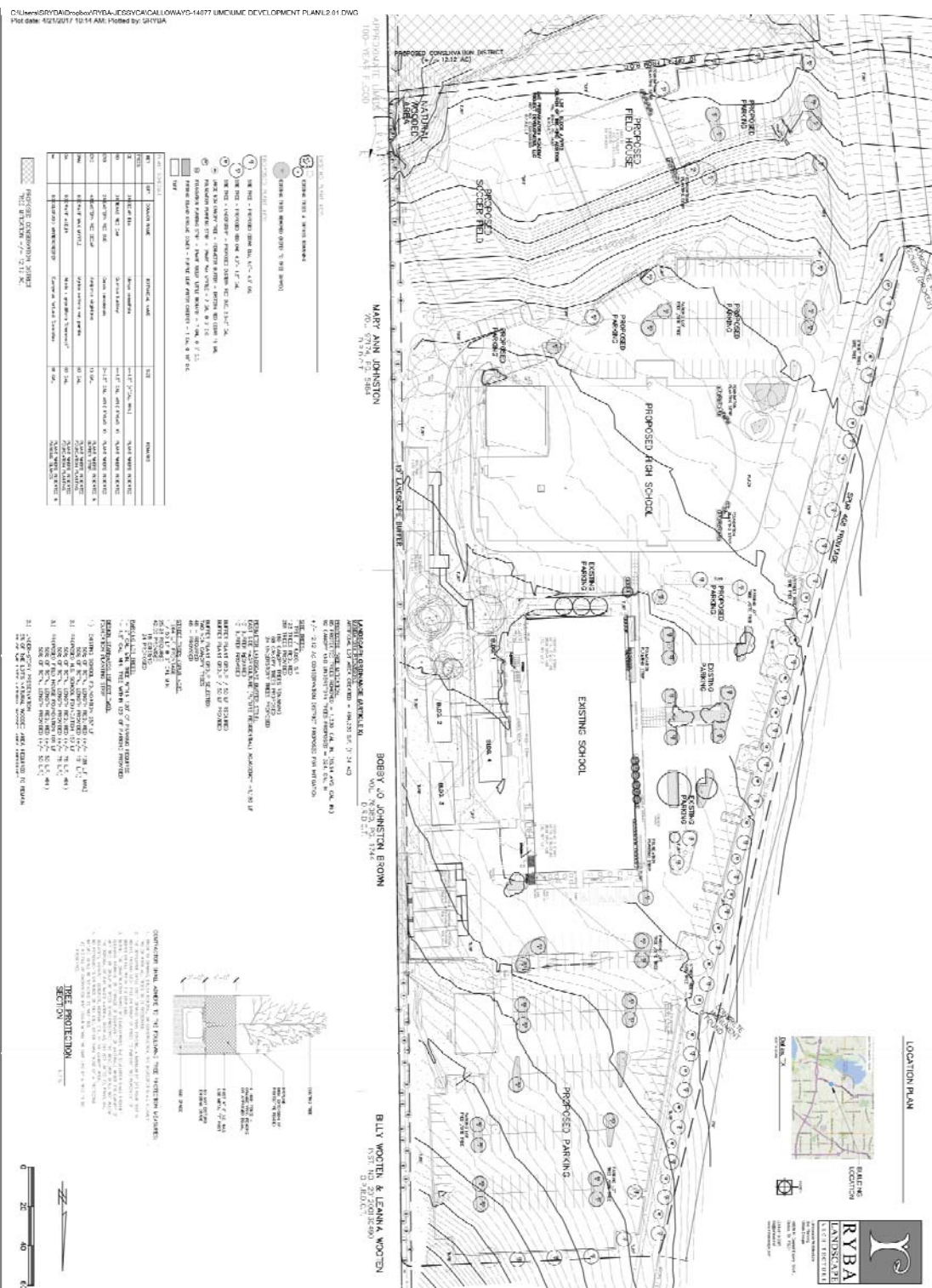
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

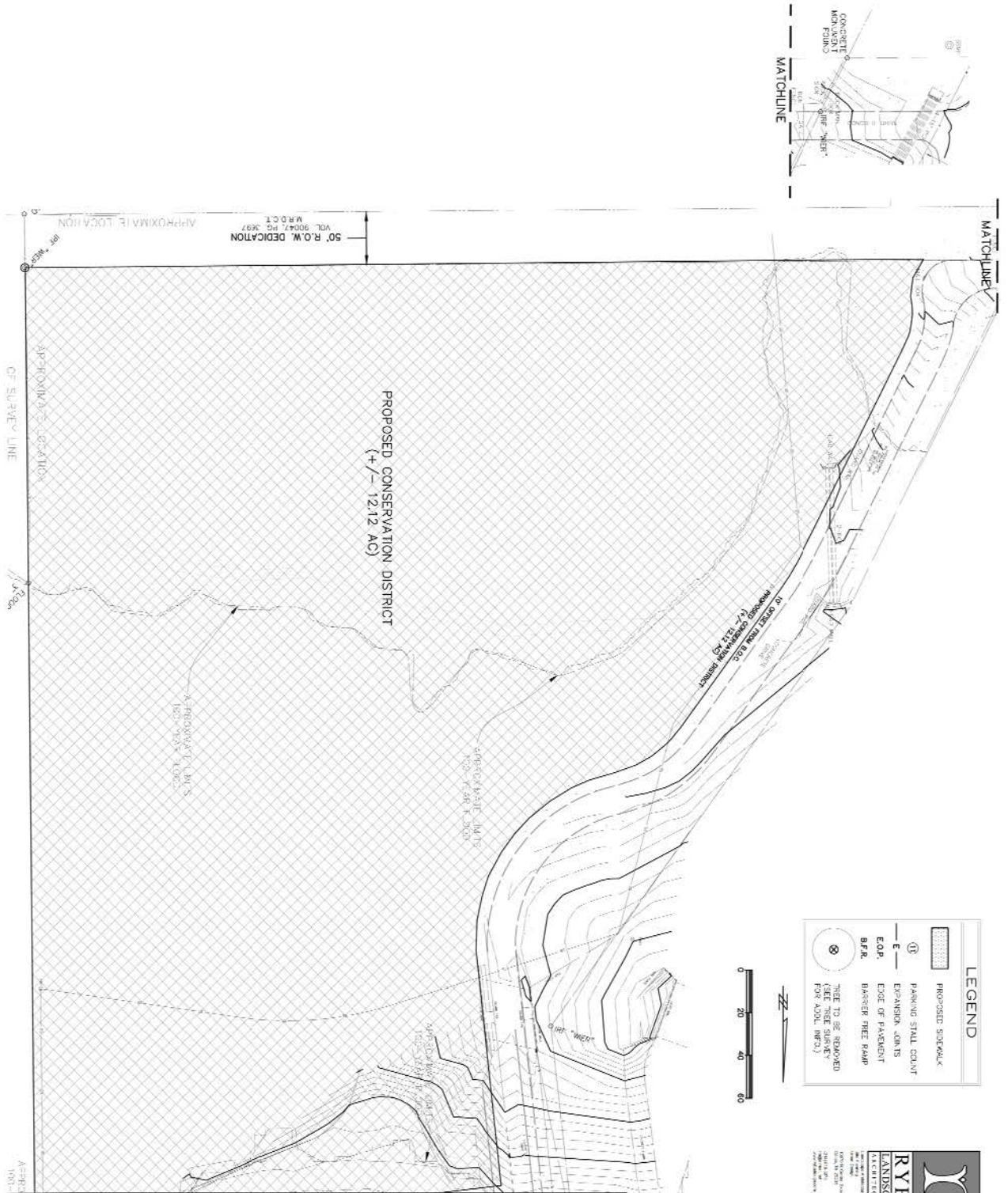
(b) The building official shall not issue a building permit or certificate of occupancy for a use in this district until there has been full compliance with this article, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. Nos. 24715; 26102)

PROPOSED DEVELOPMENT PLAN



PROPOSED LANDSCAPE PLAN





JOB NO.
 15003.01
 LANDSCAPE PLAN
 L2.02
 DATE: 02.16.2017

REVISIONS:
 UME PREPARATORY ACADEMY
 @ THE VERGE CHURCH
 3838 PATRIOT PKWY, DALLAS TX 75236
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



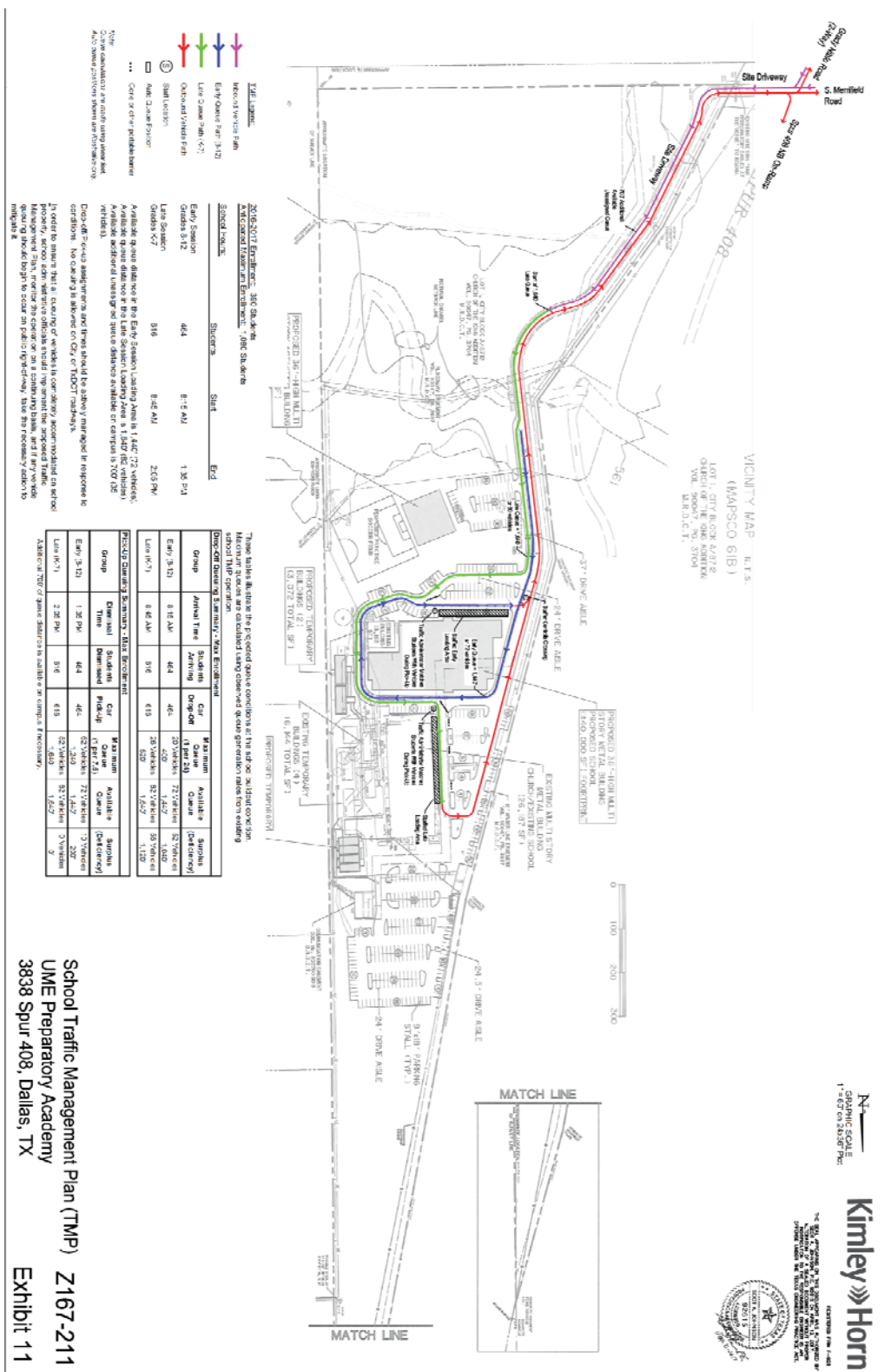
callaway
 architecture
 1207 HAMPSHIRE LN. 5TH FLOOR, RICHARDSON, TX-75080
 PHONE: 214.368.2525

29825

1 5 1 4 6 5

Approved
City Plan Commission
July 23, 2015

PROPOSED TMP SITE PLAN



PROPOSED TMP



Traffic Impact Study With School Traffic Management Plan
Z167-211

UME Preparatory Academy
3838 Spur 408
Dallas, TX

April 12, 2017

Kimley-Horn and Associates, Inc.
Dallas, Texas

Registered Firm F-928

Kimley»Horn

Exhibit 612C (50 pages total)

Traffic Impact Study With School Traffic Management Plan

**UME Preparatory Academy
3838 Spur 408
Dallas, Texas**

Prepared by:

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Registered Firm F-928

Contact:
Scot Johnson, P.E., PTOE
972-770-1300

April 12, 2017



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TABLE 9 – PM PICK-UP QUEUING SUMMARY AT BUILDOUT	17

EXECUTIVE SUMMARY

The proposed expansion of the public charter school UME Preparatory Academy would raise the maximum enrollment to 1,080 students in grades K-12. The school is located at the northeast quadrant of the interchange between Spur 408 and Grady Niblo Road. The school currently operates with 490 students. This study is intended to identify traffic generation characteristics, identify potential traffic related impacts on the local street system, and to develop mitigation measures required for identified impacts. A traffic management plan (TMP) for the expanded campus is also included. The TMP was developed after observation of the existing school's TMP operation, which is conducted with admirable efficiency and discipline.

The following existing intersections were selected to be part of this study:

- Grady Niblo Road / Merrifield Road at Spur 408 Southbound Frontage Road (SBFF)
- Grady Niblo Road / UME Driveway at Spur 408 Northbound Frontage Road (NBFR)

Traffic operations were analyzed at the study intersections for existing volumes, year 2019 and 2025 background traffic volumes, and year 2019 and 2025 background plus the expanded school traffic volumes. The future years correspond to the projected buildout year and the regional buildout of the area. Conditions were analyzed for the weekday AM and the school's PM peak hours.

The proposed development is expected to generate only approximately 503 new weekday AM peak hour one-way trips and 378 new weekday school PM peak hour one-way trips at full buildout. The distribution of the site-generated traffic volumes onto the street system was based on the surrounding roadway network, existing traffic patterns, and the campus's only driveway access.

Based on the analysis presented in this report, the proposed school expansion can be successfully incorporated into the surrounding roadway network. There are no off-site modifications necessary to accommodate the expansion. The existing site driveway provides the appropriate level of access for the school, along with significant surplus queuing length. The expansion traffic does not push the intersections beyond reasonable delays in the short time periods when the school traffic peaks, and the school traffic is offset from the typical PM peak hour commuter traffic.

The attached TMP plan **Exhibit 11** defines the drop-off and pick-up procedures for the maximum of 1,080 students. The TMP vehicle routes provide an available queue distance within the site that is greater than the projected maximum expected queue for the school's operations. The school traffic will never be allowed to queue vehicles in the ROW of any City street or alley, nor will the traffic on any City street be stopped or diverted. The property owner/school administrator is responsible for the administration of the TMP and minimizing the impact of the vehicle queue on the City streets. Only uniformed police officers should be allowed to direct and control traffic operating within the public right-of-way.

Based on the vehicle queuing analysis conducted and the resulting Traffic Management Plan, I, Scot A. Johnson, P.E. #92615, certify that the results indicate that no queuing of vehicles dropping off or picking up students at 3838 Spur 408 will extend onto City of Dallas rights-of-way as a result of internal queuing constraints.

In order to ensure that all queuing of vehicles is completely accommodated on school property, the school administrative officials should implement the proposed Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it.

I. INTRODUCTION

A. Purpose

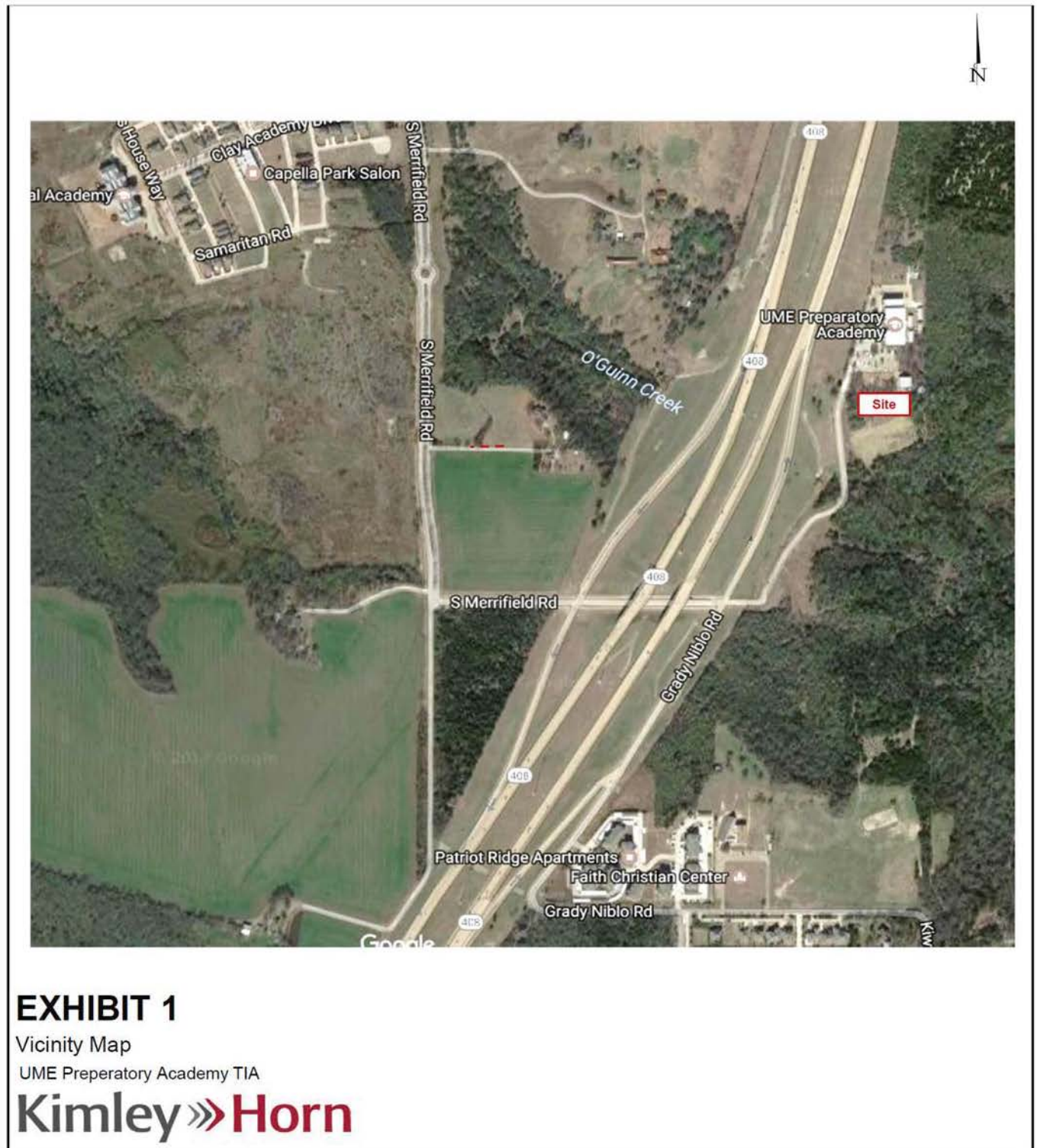
Kimley-Horn was retained to conduct a Traffic Impact Study (TIS) of future traffic conditions associated with the expansion of the UME Preparatory Academy from the current enrollment of 490 students to a maximum of 1,080 students. The school is located northeast of the interchange of Spur 408 with Grady Niblo Road. A site vicinity map is provided as **Exhibit 1**. **Exhibit 2** shows the proposed conceptual site plan for the expanded campus. This study is intended to identify traffic generation characteristics, identify potential traffic related impacts on the local street system, and to develop mitigation measures required for identified impacts. A traffic management plan (TMP) for the expanded campus is also included. The TMP was developed after observation of the existing school's TMP operation.

B. Methodology

Traffic operations were analyzed at the study intersections for AM and school PM peak hours for the following scenarios:

- 2017 existing traffic
- 2019 background traffic including existing school
- 2019 background plus expanded site traffic
- 2025 background traffic including existing school
- 2025 background plus expanded site traffic

For the study intersections, the capacity analyses were conducted using the *Synchro*TM software package and its associated *Highway Capacity Manual* reports for unsignalized intersections. Since the school traffic in its PM dismissal hour (approximately 1:30-2:30 PM) was much higher than the study area traffic in the traditional PM peak hour for commuters, the school PM peak hour was evaluated as the worst case conditions.



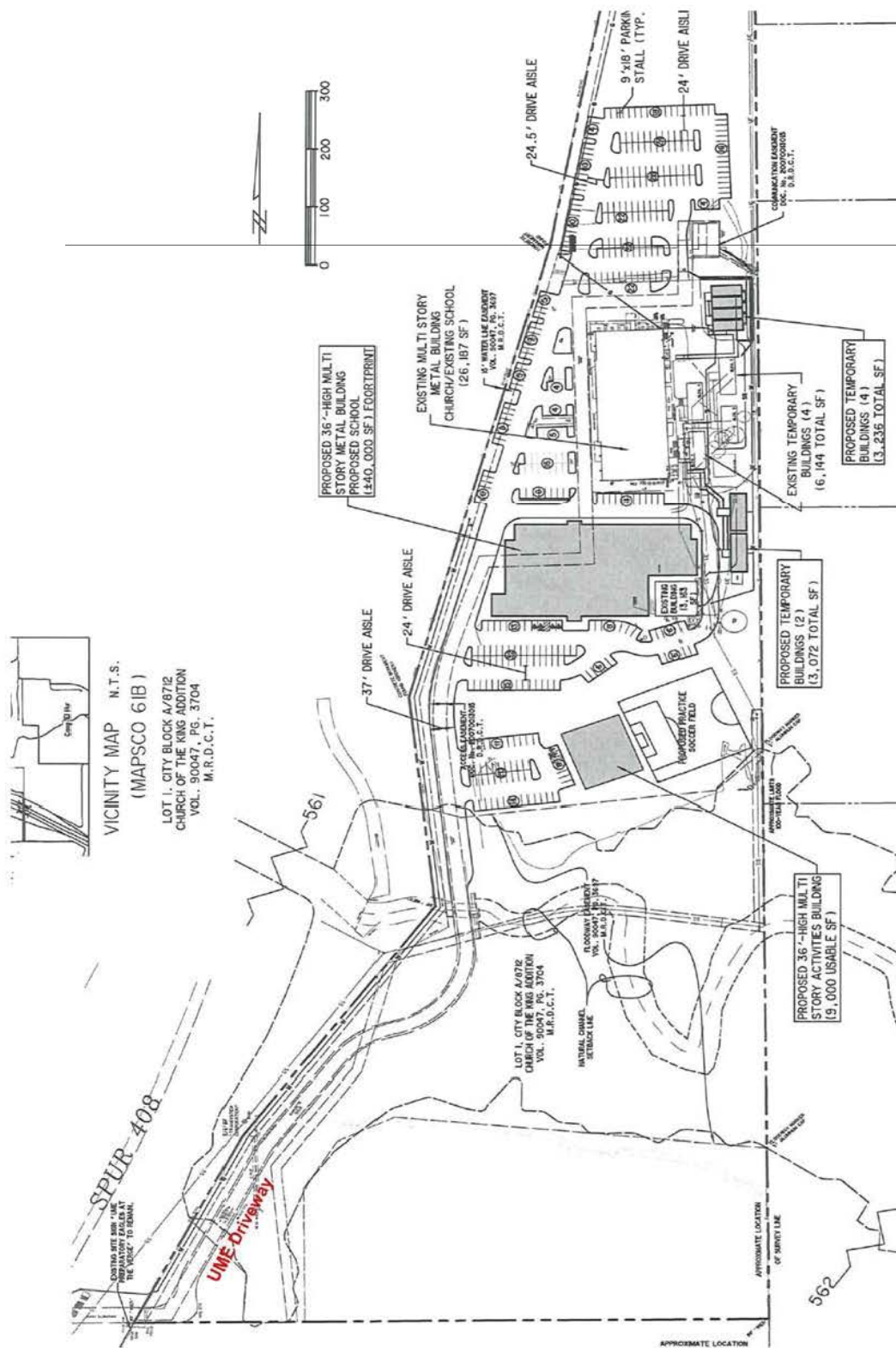


EXHIBIT 2

Conceptual Site Plan

UME Preperatory Academy TIA

Kimley»Horn

II. EXISTING AND FUTURE AREA CONDITIONS

A. Roadway Characteristics

The following existing intersections were selected to be part of this study:

- Grady Niblo Road / Merrifield Road at Spur 408 Southbound Frontage Road (SBFR)
- Grady Niblo Road / UME Driveway at Spur 408 Northbound Frontage Road (NBFR)

Grady Niblo Road forms an isolated freeway interchange with the main lanes of Spur 408. While called frontage roads in this report, the access to Spur 408 is through on- and off-ramps, with the extension of two-way Grady Niblo Road to the southeast serving as the only frontage road feature. Merrifield Road to the west serves only a limited area of residential uses. The east leg of the interchange is the existing driveway to the UME church and school.

Exhibit 3 illustrates the intersection geometry used for the traffic analyses. The SBFR intersection has conventional signage with only the southbound leg being stop-controlled. The NBFR intersection is unconventional since Grady Niblo Road to the south is two-way, and both the northbound (from Grady Niblo) and westbound (from UME) approaches are stop controlled. The eastbound approach to the NBFR is free-flowing.

B. Existing Study Area

The project site is the current UME Preparatory Academy campus. The parcel is currently zoned as PD 612. The public charter school has an enrollment of 490 students in the 2016-2017 school year.

The adjacent areas southeast and west of the Spur 408 interchange are primarily residential.

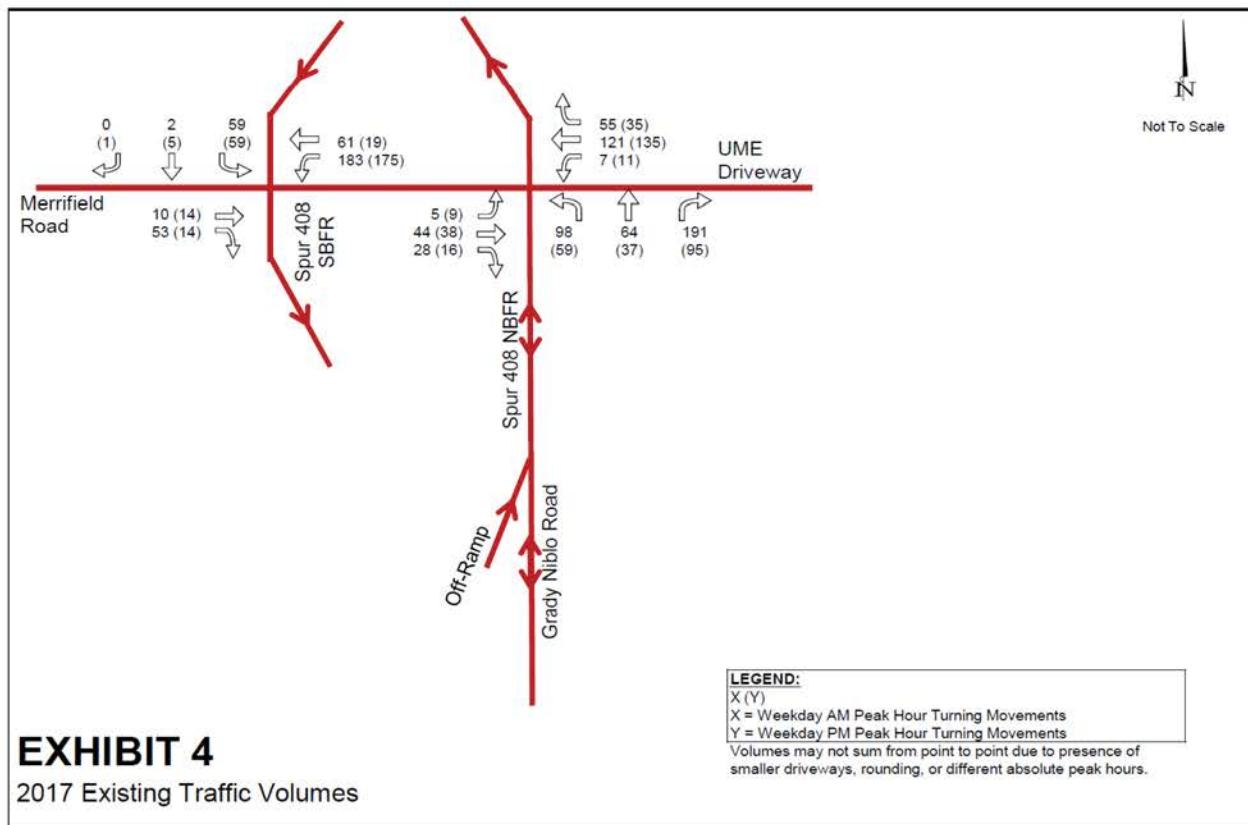
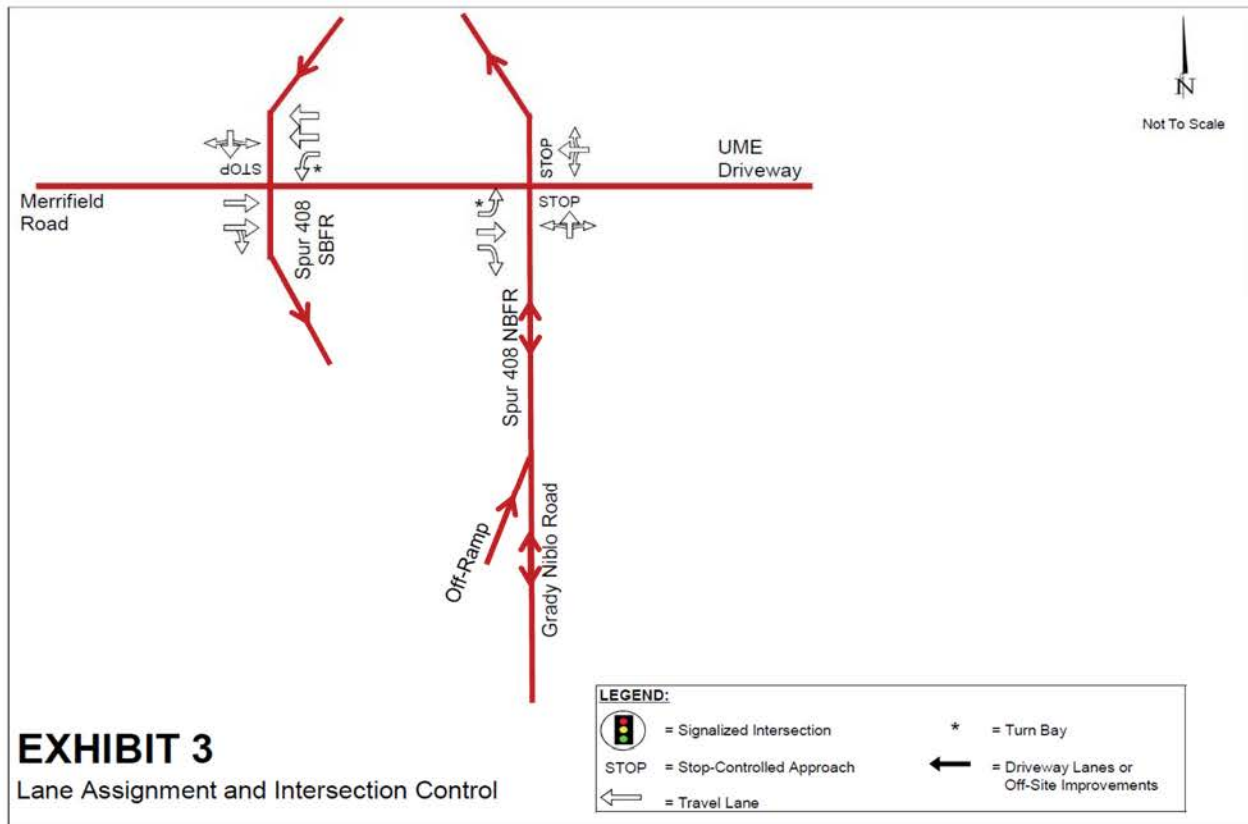
C. Proposed Site Improvements

The site is proposed to be expanded with dedicated school buildings and other school accessory uses like fields. The enrollment would be expanded to 1,080 students in grades K-12.

Due to topography and the lack of frontage roads along Spur 408, the site has only one access point, forming the east leg of the Spur 408 / Grady Niblo Road interchange.

D. Existing Traffic Volumes

Weekday AM and school PM peak hour turning movement counts were collected in April 2017, on days with normal school schedules. 24-hour machine counts were also collected on the UME driveway (1,368 daily trips). **Exhibit 4** shows the existing weekday AM and school PM peak hour traffic volumes.



UME Preparatory Academy TIA

III. PROJECT TRAFFIC CHARACTERISTICS

A. Site-Generated Traffic

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the 9th edition of *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. The trips indicated are actually one-way trips or *trip ends*, where one vehicle entering and exiting the site is counted as one inbound trip and one outbound trip.

However, since each public charter school is different and do not match traditional public or private school activity, the best way to predict future trips for these unique uses is to examine the existing traffic patterns and model their expansion based on enrollment.

Table 1 shows the calculation of trip generation for the school expansion. The existing activity with 490 students was observed with the 24-hour count and the peak hour turning movement counts. Then the traffic activity for the buildout conditions with 1,080 students was found by proportionally increasing the existing traffic using a factor of 2.2, based on the difference in enrollment. The final line of **Table 1** shows the difference between the existing conditions and the projected buildout conditions, which is the traffic being added to the roadway network. This projection is simplified since larger schools will tend to generate fewer trips per students thanks to efficiencies of scale, greater opportunities for carpooling, and greater number of activities available on campus that spread out the peaks of vehicle activity. Therefore, the analysis is very conservative, and actual conditions will likely be better than the analysis shows.

Table 1 – Trip Generation

Land Uses	Amount	Units	Daily One-Way Trips	AM Arrival Peak Hour One-Way Trips			PM Departure Peak Hour One-Way Trips		
				IN	OUT	TOTAL	IN	OUT	TOTAL
Existing UME Prep School (K-12)	490	Students	1,368	235	183	418	133	181	314
Projected Buildout	1,080	Students	3,015	518	403	921	293	399	692
<i>Trip generation based on observation of existing school and extrapolation to 1,080 student enrollment.</i>									
Trips Added From Enrollment Increase	590	Students	1,647	283	220	503	160	218	378

B. Trip Distribution and Assignment

The distribution of the site-generated traffic volumes into and out of the site driveways and onto the street system was based on the existing traffic patterns. The corresponding inbound and outbound traffic assignment, where the directional distribution is applied using the only paths to and from the site can be found in **Exhibit 5**. **Exhibit 6** shows the resulting site-generated weekday AM and school PM peak hour turning movements after multiplying the additional trip generation by the respective traffic assignment percentages.

C. Development of 2019 Background Traffic

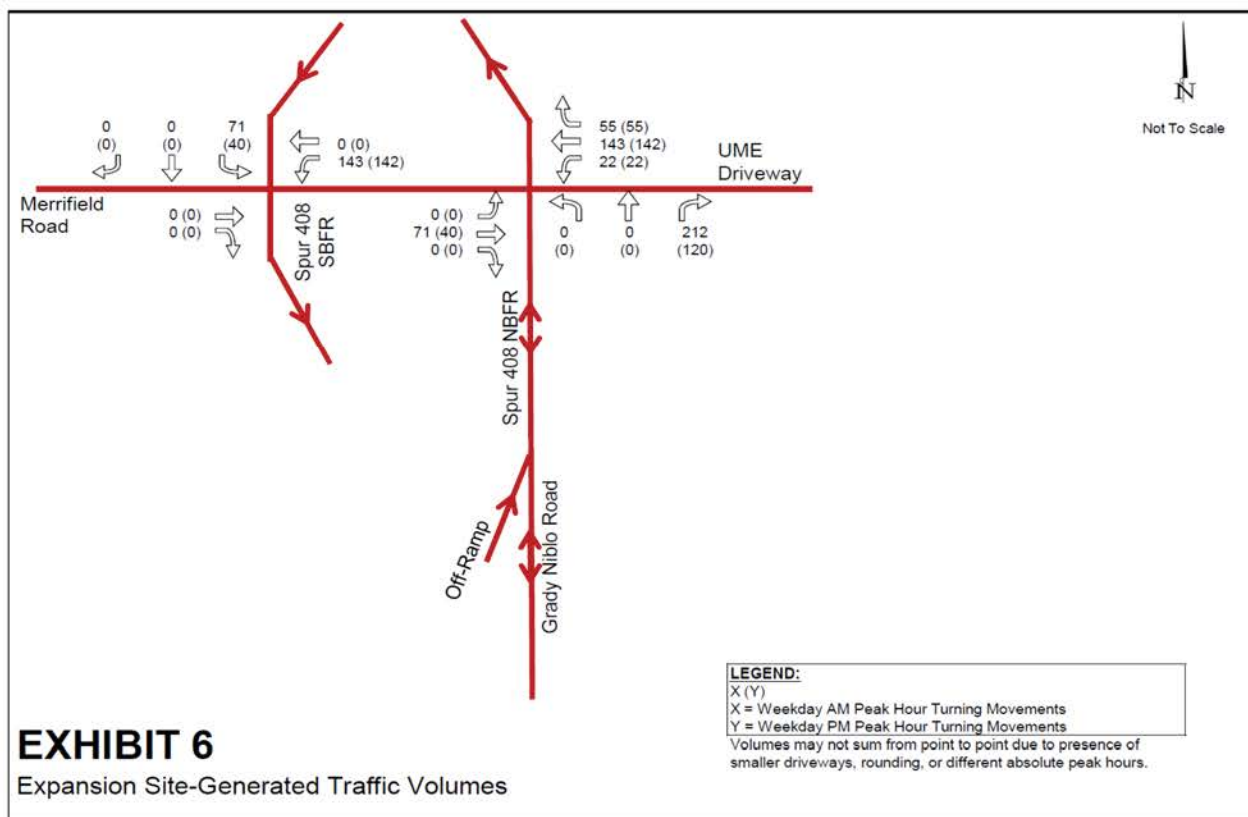
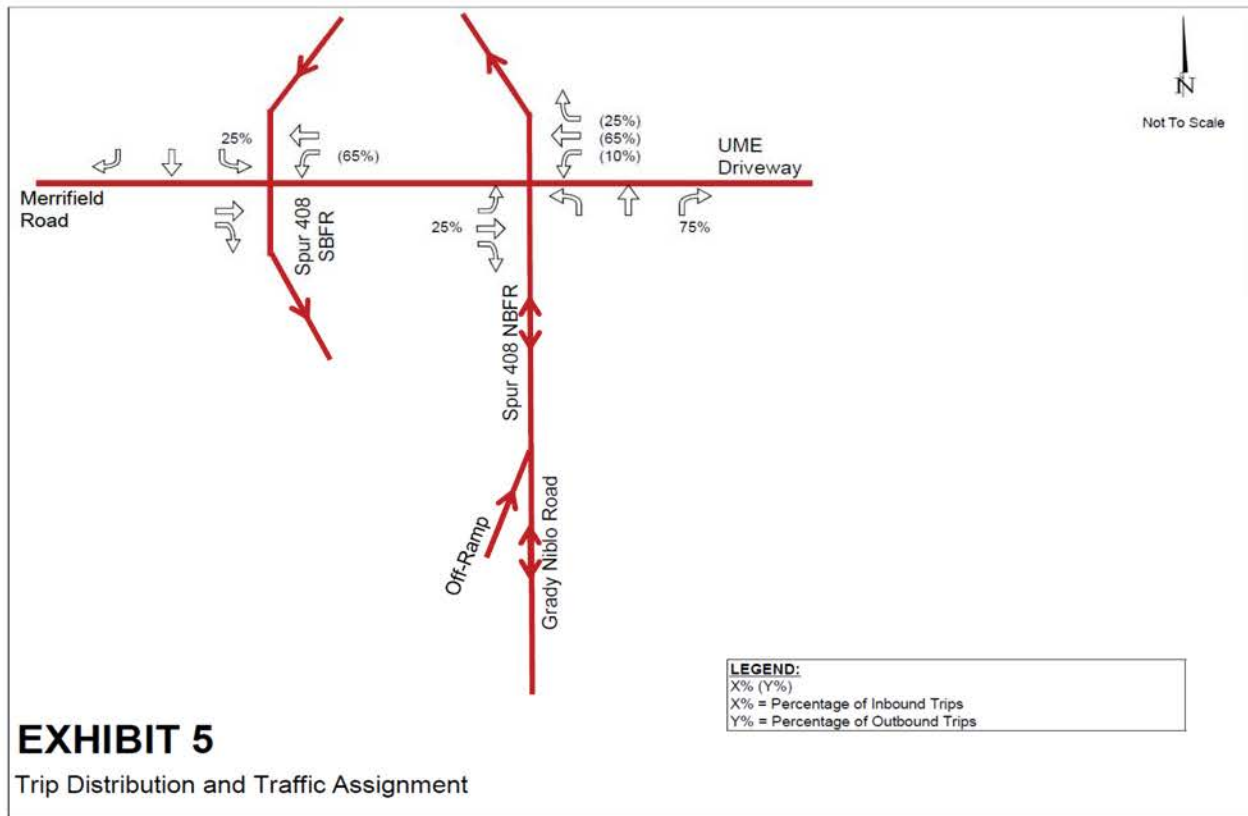
Based on the recent growth in the area, an annual growth rate of 3% was assumed for the background traffic. To find the 2019 background traffic, the existing 2017 traffic counts were grown by 3% annually for two years. The resulting 2019 background weekday AM and PM peak hour traffic volumes are shown in **Exhibit 7**. The traffic to and from the school was not modified since the additional traffic is being explicitly modeled as the site traffic.

D. Development of 2019 Total Traffic

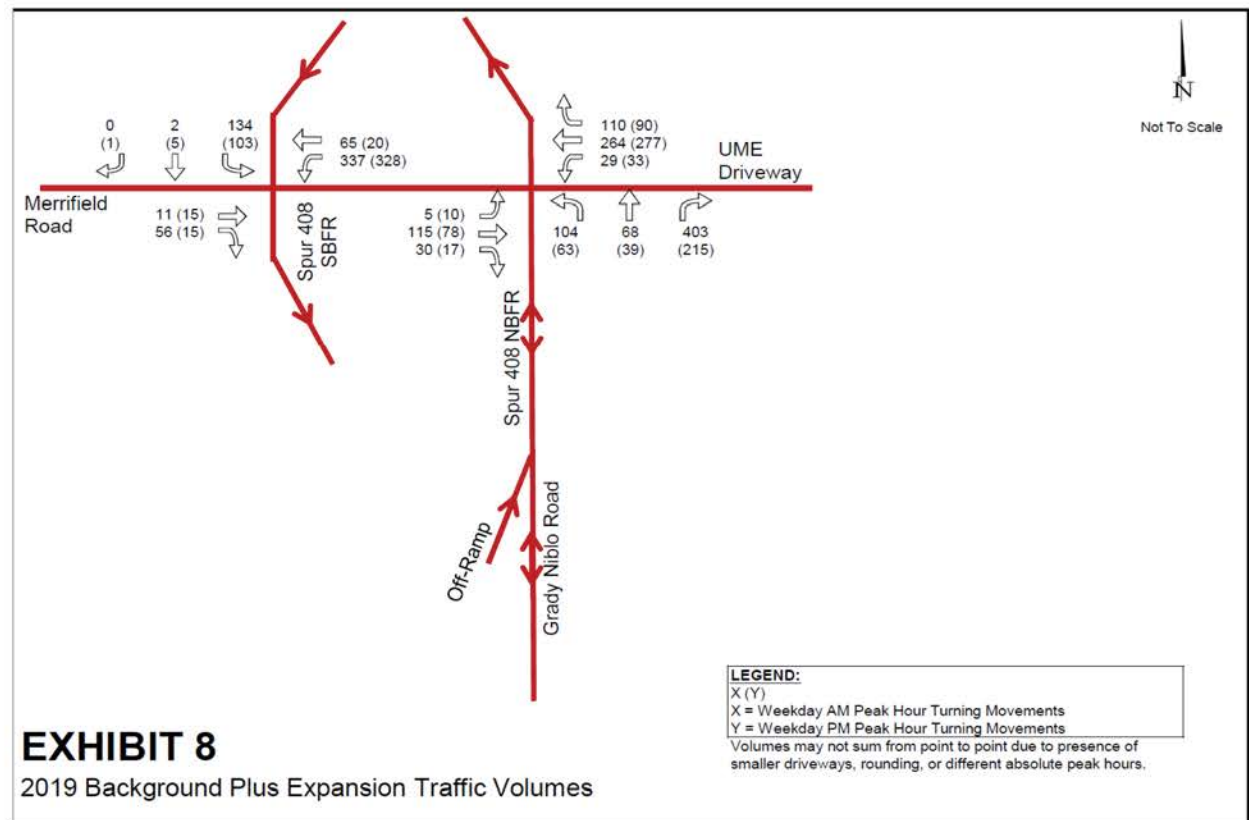
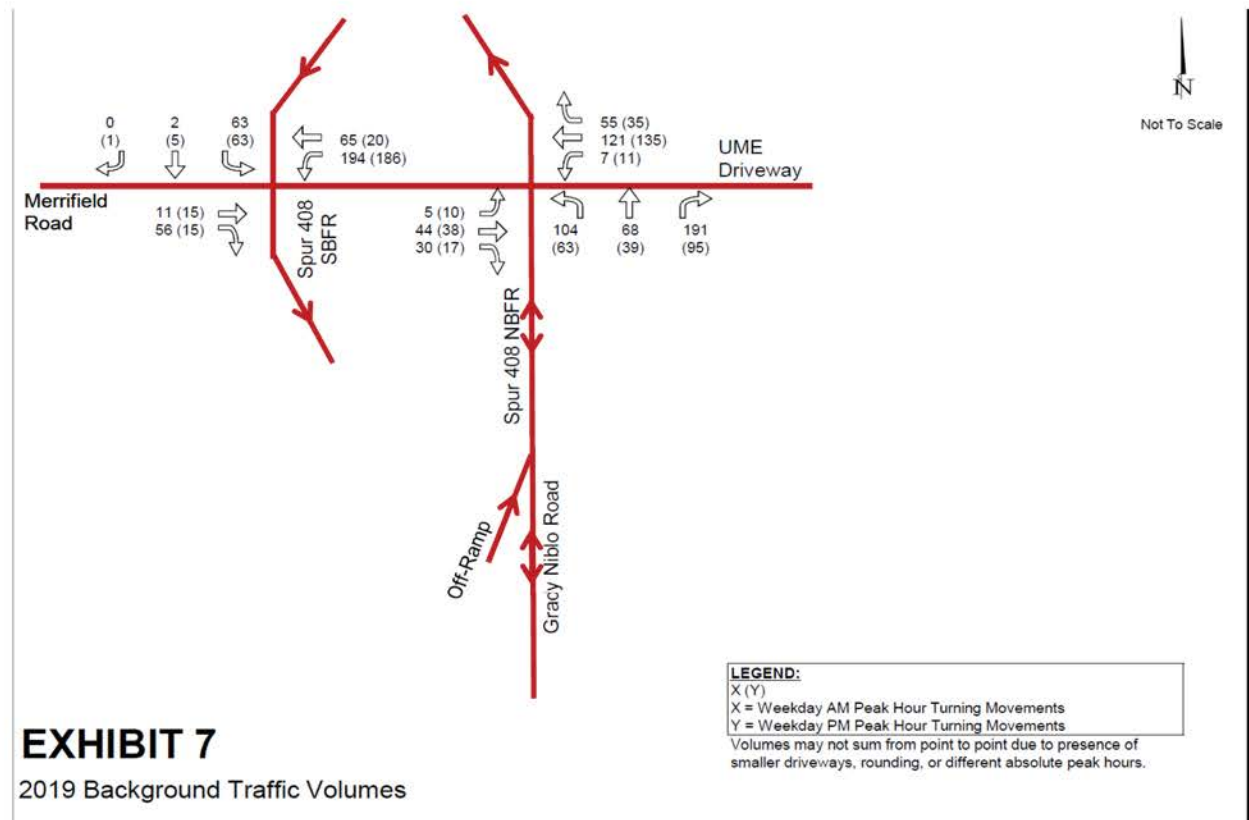
Expansion site traffic volumes were added to the background volumes to represent the estimated total (background plus expanded site) traffic conditions for the 2019 study year after enrollment reaches the buildout levels. **Exhibit 9** shows the resulting 2019 weekday AM and school PM peak hour total traffic volumes.

E. Development of 2025 Background and Total Traffic

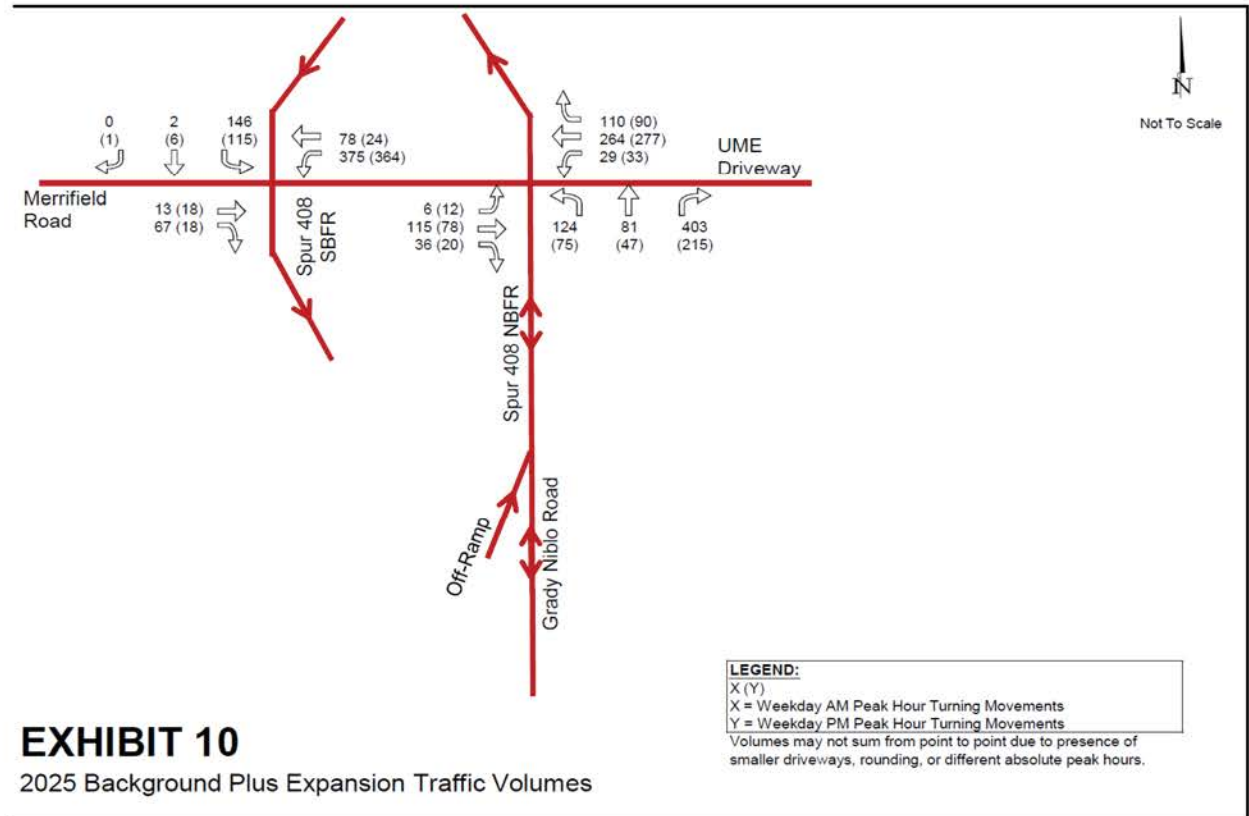
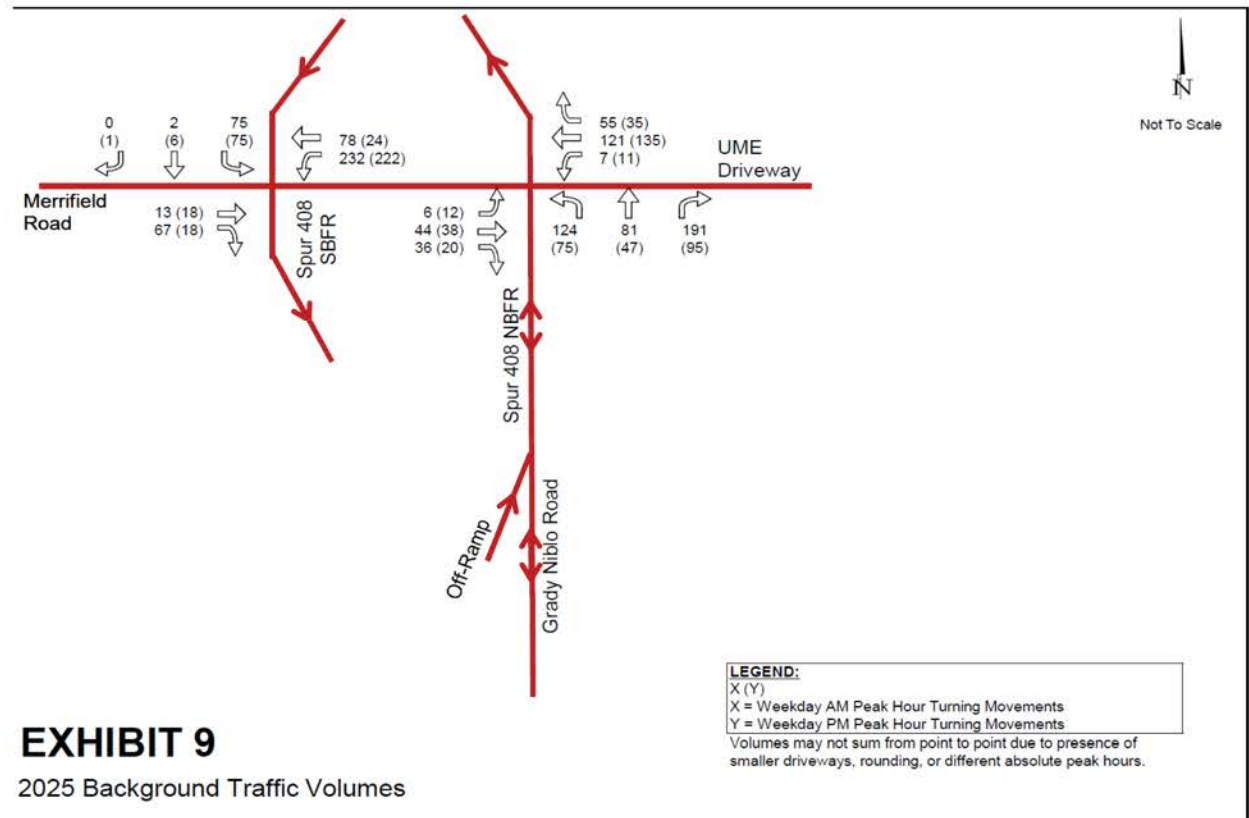
The background and total traffic volumes in the 2025 study year were calculated in the same manner as the 2019 traffic volumes, only with six years of 3% growth over the 2019 volumes. **Exhibit 9** shows the resulting 2025 weekday AM and school PM peak hour background traffic volumes, and **Exhibit 10** shows the resulting 2025 weekday AM and school PM peak hour total traffic volumes after the addition of the expanded site traffic.



UME Preparatory Academy TIA



UME Preparatory Academy TIA



IV. TRAFFIC OPERATIONS ANALYSIS

Kimley-Horn conducted a traffic operations analysis to determine potential capacity deficiencies in the 2017, 2019, and 2025 study years at the study intersections. The acknowledged source for determining overall capacity is the current edition of the *Highway Capacity Manual*.

A. Analysis Methodology

Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from A (very little delay) to F (long delays and congestion). **Table 2** shows the definition of level of service for signalized and unsignalized intersections. LOS D is considered the threshold for acceptable operations for signalized intersections.

Table 2 – Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

Definitions provided from the Highway Capacity Manual, Special Report 209, Transportation Research Board, 2010.

Study area intersections were analyzed based on average total delay analysis for the unsignalized intersections. For the unsignalized analysis, the level of service (LOS) for a two-way stop controlled intersection is defined for each movement. Unlike signalized intersections which define LOS for each approach and for the intersection as a whole, LOS for two-way stop-controlled intersections is not defined as a whole.

The HCM procedures cannot model the unconventional stop-sign configuration of the NBFR intersection. Therefore, that intersection was modeled as an all-way stop, which will tend to add delay to the free-flow eastbound approach.

Calculations for the level of service at the key intersections identified for study are provided in the **Appendix**. The analyses assumed the lane geometry and intersection control shown in **Exhibit 3**.

B. Analysis Results

Tables 3 and **4** show the intersection operational results for the weekday AM and school PM peak hours, respectively.

Table 3 – Traffic Operational Results – Weekday AM Peak Hour

INTERSECTION	APPROACH	2017 Existing Traffic		2019 Background Traffic		2019 Background Plus Site Traffic		2025 Background Traffic		2025 Background Plus Site Traffic	
		AM Peak Hour		AM Peak Hour		AM Peak Hour		AM Peak Hour		AM Peak Hour	
		DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS
Grady Niblo / Merrifield @ Spur 408 SBFR	WBL	7.7	A	7.7	A	8.1	A	7.9	A	8.3	A
	SB*	14.3	B	14.9	B	40.7	E	17.9	C	70.0	F
Grady Niblo / UME Driveway @ Spur 408 NBFR	EB	8.7	A	8.8	A	12.0	B	8.9	A	11.9	B
	WB*	10.6	B	10.7	B	31.4	D	11.0	B	31.5	D
	NB*	13.5	B	13.9	B	61.2	F	15.7	C	61.5	F

* Stop-Controlled Approach

- No movements in Time Period

Table 4 – Traffic Operational Results – Weekday School PM Peak Hour

INTERSECTION	APPROACH	2017 Existing Traffic		2019 Background Traffic		2019 Background Plus Site Traffic		2025 Background Traffic		2025 Background Plus Site Traffic	
		PM School Peak		PM School Peak		PM School Peak		PM School Peak		PM School Peak	
		DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS	DELAY (SEC/VH)	LOS
Grady Niblo / Merrifield @ Spur 408 SBFR	WBL	7.6	A	7.6	A	7.9	A	7.7	A	8.1	A
	SB*	13.3	B	13.8	B	27.8	D	16.1	C	38.8	E
Grady Niblo / UME Driveway @ Spur 408 NBFR	EB	8.2	A	8.2	A	9.7	A	8.2	A	9.9	A
	WB*	9.7	A	9.8	A	19.9	C	9.9	A	20.8	C
	NB*	9.7	A	9.9	A	15.1	C	10.4	B	16.4	C

* Stop-Controlled Approach

- No movements in Time Period

C. SBFR Intersection Operations

The stop-controlled southbound approach to Merrifield / Grady Niblo experiences increasing delays as the background traffic grows and as the school expands. In the AM peak hour, the southbound approach has 40.7 seconds of delay and LOS E in the 2019 scenario with the school at buildout. The growing background traffic pushes that farther to 70 seconds of delay and LOS F by 2025. The school PM peak hour southbound approach delay remains under 40 seconds through 2025, and the westbound left turn has no difficulty in any scenario. While the delays correspond to LOS E or F, the actual delays to vehicles are reasonable and the southbound queue does not grow beyond six vehicles. Drivers are conditioned to accept these delays when entering a busier street from a stop-controlled side street. The intersection operations remain acceptable and no mitigation is recommended. Over longer time horizons if regional growth continues to fill in around the vicinity, the intersection will naturally convert to operating as an all-way stop, and volumes may grow enough to warrant a signal.

D. NBFR Intersection Operations

The stop-controlled approaches to the NBFR intersection experience increased delays in the AM peak hour with the background growth and the expanded school traffic, while the school PM peak hour operations remain with all approaches at LOS C or better. The northbound approach changes to LOS F conditions in the 2019 scenario, but with only

61.2 seconds of delay in the 2019 scenario and 61.5 seconds in 2025. The westbound approach departing from the school moves to around 31 seconds of delay and LOS D. Both these conditions are still acceptable given the circumstances of the intersection, and there is no mitigation recommended. The school traffic that influences the intersection occurs for very limited portions of the day. Over a longer time frame the intersection may become more conventional and provide better operation if the two-way Grady Niblo extension to the south was converted to one-way northbound operation, as part of regional improvement to the frontage roads and thoroughfares. Signalization is also a possibility if regional growth continues, although it is currently far away from meeting signal warrants.

V. SCHOOL TRAFFIC MANAGEMENT PLAN

A. Existing TMP Operations

The UME Preparatory Academy currently operates with 490 students in grades K-12. The school operates using a TMP developed in 2015, with modified start and end times to reflect its current schedule, and an increased number of loading positions. As noted in the 2015 TMP, the school divided its enrollment into two groups once it grew past the size that could be served by a single arrival and dismissal time.

Currently the early session is the 142 students in grades 9-12, who arrive before 8:15 AM and are dismissed at 1:35 PM. The late session is 348 students in grades K-8, who arrive before 8:30 AM and are dismissed at 1:50 PM.

Both groups use the same arrival and dismissal path, entering from the Grady Niblo interchange and proceeding along the long internal driveway, then curving through the parking lot to the loading area. Departure is simply down the long driveway and back to Grady Niblo Road and its access to Spur 408. The 2015 TMP identified a maximum queue of 1,200', which extended only partway down the long driveway. The school operates the loading area in a double-stacked manner, using the loading area staffers to stop traffic and escort students to the second line of vehicles. Staffers are properly equipped with PPE vests and stop/slow paddles.

The current school TMP operation was observed in multiple sessions of both the AM drop-off and PM pick-up time periods. These observations occurred in late March 2017 on typical school days.

With only 15 minutes between the drop-off groups, the arrival queues in the morning were mixed between the two groups, and are treated as one large group. As with more morning operations, the drop-offs proceeded very quickly with minimal queuing. A maximum queue of 20 vehicles was observed, which translates to a queue generation rate of about 1 car per 24 students. The vehicles had no difficulty entering or exiting the site at the Grady Niblo interchange. **Table 5** shows the calculation of the observed AM drop-off queue.

Table 5 – Observed AM Drop-Off Queuing Summary

Drop-Off Queuing Summary - Observed 2017						
Group	Arrival Time	Students Arriving	Car Drop-Off	Maximum Queue Observed	Available Queue	Surplus (Deficiency)
All Grades	8:15 AM	490	490	20 Vehicles 400'	60 Vehicles 1,200'	40 Vehicles 800'

Observed drop-off queue demand translates to 1 car per 24 students.

In the PM pick-up period, the queuing was more significant, as is expected when students must be matched with the arriving vehicles. The school uses traffic staffers to communicate the order of the arriving vehicles back to the loading area, aided by the signs displayed in each vehicle. The queue for the early group at 1:35 PM is quite limited, with an observed maximum of 19 vehicles in the queue for that dismissal. The

larger late group at 1:50 PM generates a more significant queue which was measured at 46 vehicles at the longest extent. This is about equal to what was predicted in the 2015 TMP, which was 60 vehicles if there were 540 students. The school's use of the extra loading positions helps reduce the queue by serving more vehicles in a given time. The 46 vehicles in queue extend halfway down the long driveway, never threatening to extend to the public street, and always leaving plenty of room for arriving vehicles to enter the campus. The vehicles had no difficulty entering or exiting the site at the Grady Niblo interchange. As noted, with the good loading operations the queue was always in motion after the dismissal time. **Table 6** shows the summary of the PM pick-up queues observed. The school is generating 1 car in the queue for every 7.5 students being dismissed.

Table 6 – Observed PM Pick-Up Queuing Summary

Pick-Up Queuing Summary - Observed 2017						
Group	Dismissal Time	Students Dismissed	Car Pick-Up	Maximum Queue Observed	Available Queue	Surplus (Deficiency)
Early (9-12)	1:35 PM	142	142	19 Vehicles 380'	60 Vehicles 1,200'	41 Vehicles 820'
Late (K-8)	1:50 PM	348	348	46 Vehicles 920'	60 Vehicles 1,200'	14 Vehicles 280'

Observed pick-up queue demand translates to 1 car per 7.5 students.

B. Proposed TMP for Expansion

The school is proposed to expand to enroll up to 1,080 students. The TMP will also change to take advantage of the additional campus area and multiple loading areas. **Table 7** shows the proposed student division by grade and schedule. The proposed TMP plan sheet is shown in **Exhibit 11**.

The two groups are still divided into early and late sessions, but the school will increase the separation between the arrival and dismissal times. Instead of 15 and 25 minutes, the separation between groups will be a full 30 minutes in both arrival and dismissal time periods. Arrivals will be at 8:15 AM and 8:45 AM. Dismissals will be at 1:35 PM and 2:05 PM. This will moderate the number of vehicles on campus and reduce the magnitude of the traffic peak at the Grady Niblo interchange. The school's impact will be lower, but the peak time will extend over a longer period.

As shown in **Exhibit 11**, there will now be separate loading areas and queue paths for the early and late groups. The northbound driveway approach to the building area will be widened back to the creek crossing, so that it can accommodate two northbound (inbound) lanes and one southbound (outbound) lane as it enters the main campus area. The two groups will divide as they reach the widened approach. The division will allow the two groups to operate independently, although the overlap will already be minimized by the time offset between the groups.

Table 7 – Buildout Student Distribution and Schedule

Grade	Classrooms	Students	Drop-Off Time	Dismissal Time
Kindergarten	4	64	Late Session Arrival 8:45 AM	Late Session Dismissal 2:05 PM
1 st Grade	4	72		
2 nd Grade	4	72		
3 rd Grade	4	80		
4 th Grade	4	80		
5 th Grade	4	80		
6 th Grade	4	80		
7 th Grade	4	88	Early Session Arrival 8:15 AM	Early Session Dismissal 1:35 PM
8 th Grade	4	88		
9 th Grade	4	88		
10 th Grade	4	96		
11 th Grade	4	96		
12 th Grade	4	96		
Total	52	1,080		

The early group will circulate clockwise around the new school building and use a loading area at the southwest corner of that building. This group of 8-12th graders do not generally need assistance loading, but the school will still provide a traffic administrator to match students with vehicles, and staffers to monitor the operation of the loading area and ensure safety. After loading, the outbound early group will have a staffer present to assist in crossing the inbound path and control their entry in the outbound path. The early group path is 1,440' in length, which provides space for 72 vehicles in line. With 30 minutes between dismissals

The late group will use the current loading area on the west face of the church building, but with a new path that adds queue distance. The late group will use the new widened lane of the approach, then turn east around the perimeter of the new building, returning to the north at the late group loading area. The loading area will be staffed to assist the younger students into each vehicle, and a traffic administrator will control the operation and match students with arriving vehicles. After loading, the exit path curves back to the south and departs down the long driveway. The late group path is 1,640' in length, which provides spaces for 82 vehicles in line.

The south boundary of the late group queue is noted on the TMP. There is 700' of driveway remaining between the property line and the start of the late group queue. This unassigned space could accommodate another 35 vehicles if it was needed.

C. Queuing Analysis

The school has been observed to generate 1 car in queue for each 24 students arriving in the AM drop-off period, and 1 car for each 7.5 students departing in the PM pick-up period. With the 464 students in the early group at buildout, this translates to 20

vehicles in the AM drop-off queue and 62 vehicles in the PM pick-up queue. The 616 students in the late group would result in 26 vehicles in the AM drop-off queue and 82 vehicles in the PM pick-up queue. **Tables 8 and 9** show the expected queue distances and comparison to the available queue supply for each group in the AM and PM periods.

Table 8 – AM Pick-Up Queuing Summary at Buildout

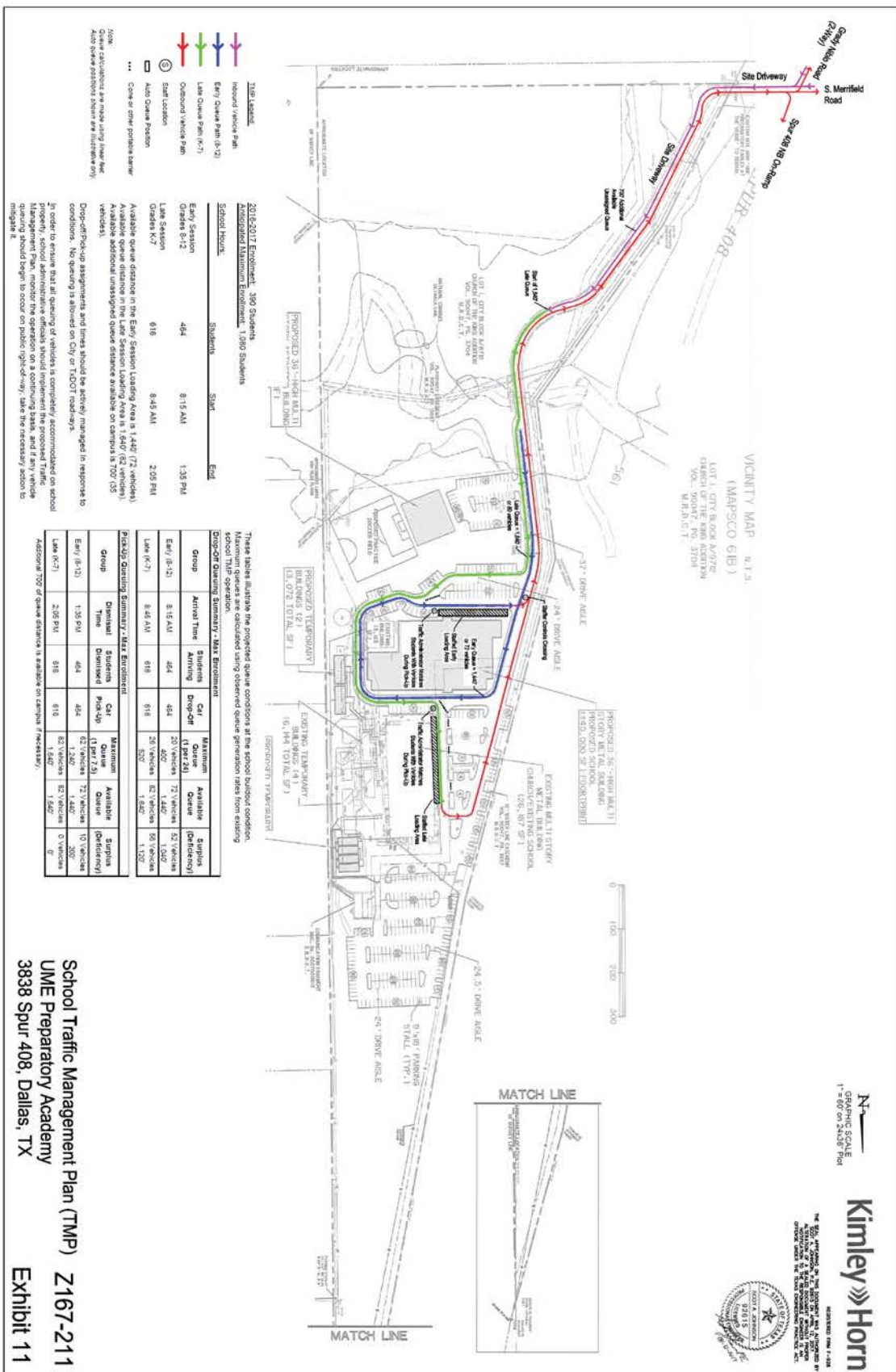
Drop-Off Queuing Summary - Max Enrollment						
Group	Arrival Time	Students Arriving	Car Drop-Off	Maximum Queue (1 per 24)	Available Queue	Surplus (Deficiency)
Early (8-12)	8:15 AM	464	464	20 Vehicles 400'	72 Vehicles 1,440'	52 Vehicles 1,040'
Late (K-7)	8:45 AM	616	616	26 Vehicles 520'	82 Vehicles 1,640'	56 Vehicles 1,120'

Table 9 – PM Pick-Up Queuing Summary at Buildout

Pick-Up Queuing Summary - Max Enrollment						
Group	Dismissal Time	Students Dismissed	Car Pick-Up	Maximum Queue (1 per 7.5)	Available Queue	Surplus (Deficiency)
Early (8-12)	1:35 PM	464	464	62 Vehicles 1,240'	72 Vehicles 1,440'	10 Vehicles 200'
Late (K-7)	2:05 PM	616	616	82 Vehicles 1,640'	82 Vehicles 1,640'	0 Vehicles 0'

Additional 700' of queue distance is available on campus if necessary.

In all cases, the available queue length on the campus exceeds the expected queue that would be generated. There is no concern about the queue extending off the campus to obstruct the City or TxDOT roadways.



School Traffic Management Plan (TMP)
UME Preparatory Academy
3838 Spur 408, Dallas, TX
Exhibit 11

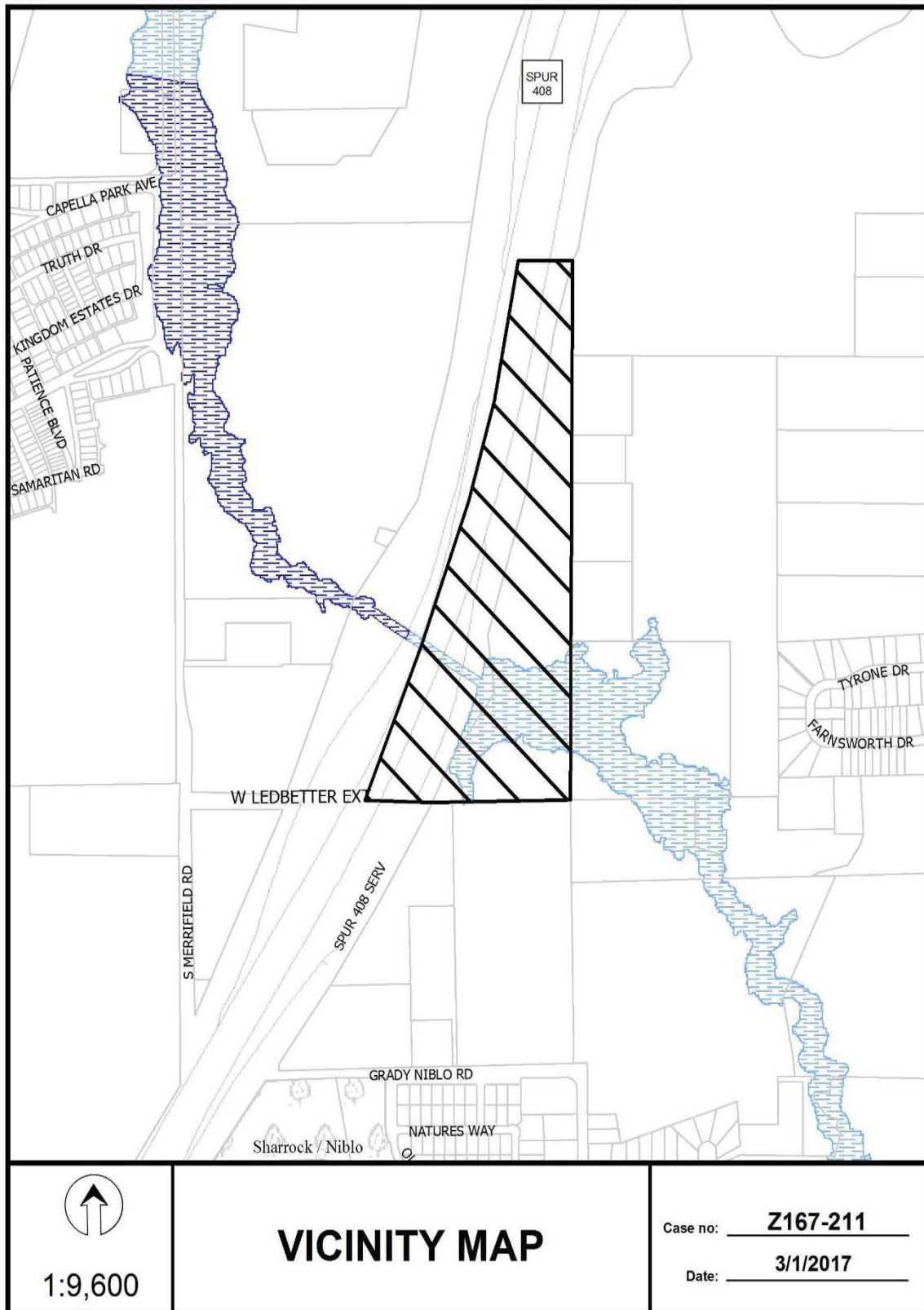
VI. CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis presented in this report, the proposed school expansion can be successfully incorporated into the surrounding roadway network. There are no off-site modifications necessary to accommodate the expansion. The existing site driveway provides the appropriate level of access for the school, along with significant surplus queuing length. The expansion traffic does not push the intersections beyond reasonable delays in the short time periods when the school traffic peaks, and the school traffic is offset from the typical PM peak hour commuter traffic.

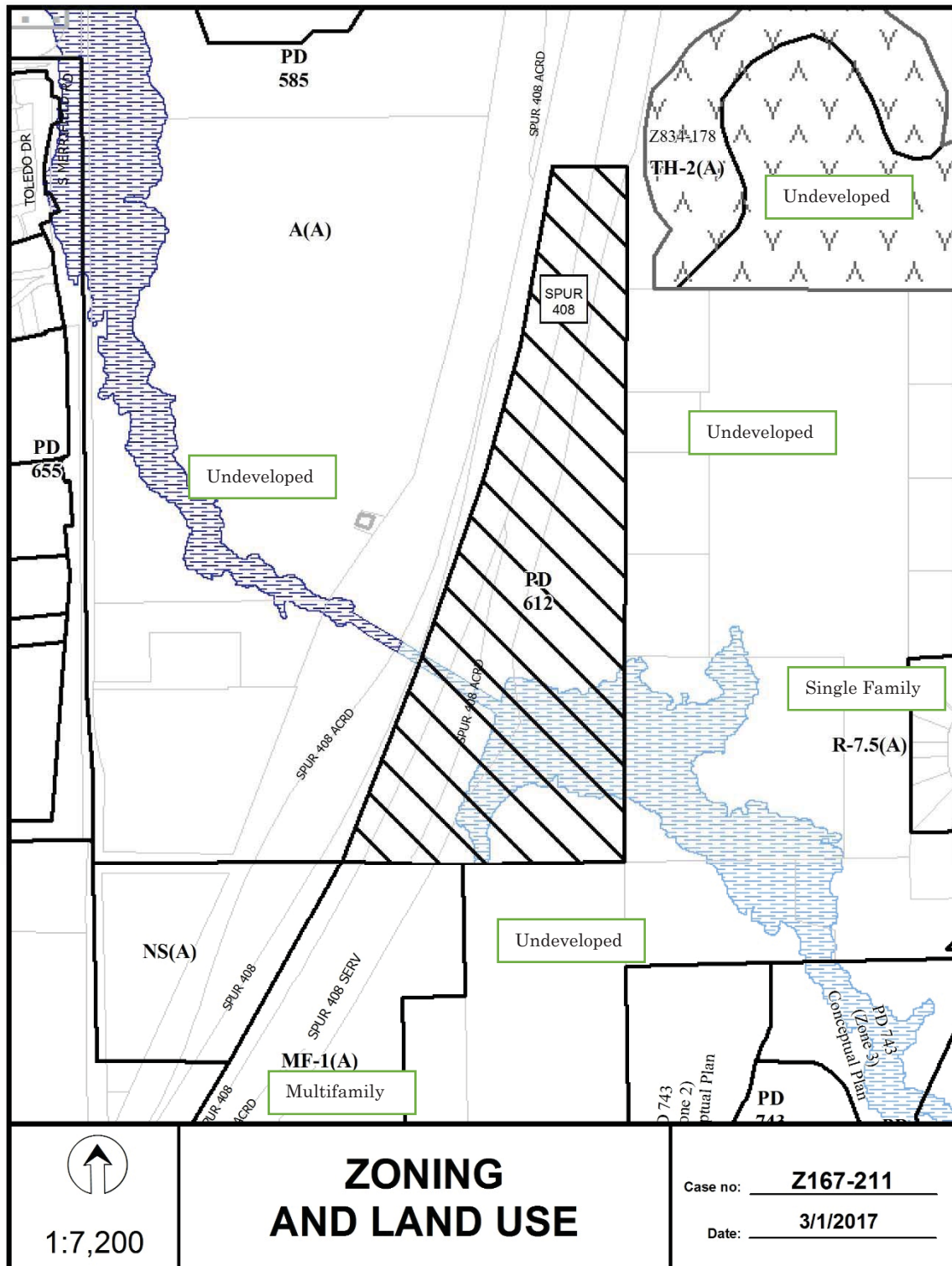
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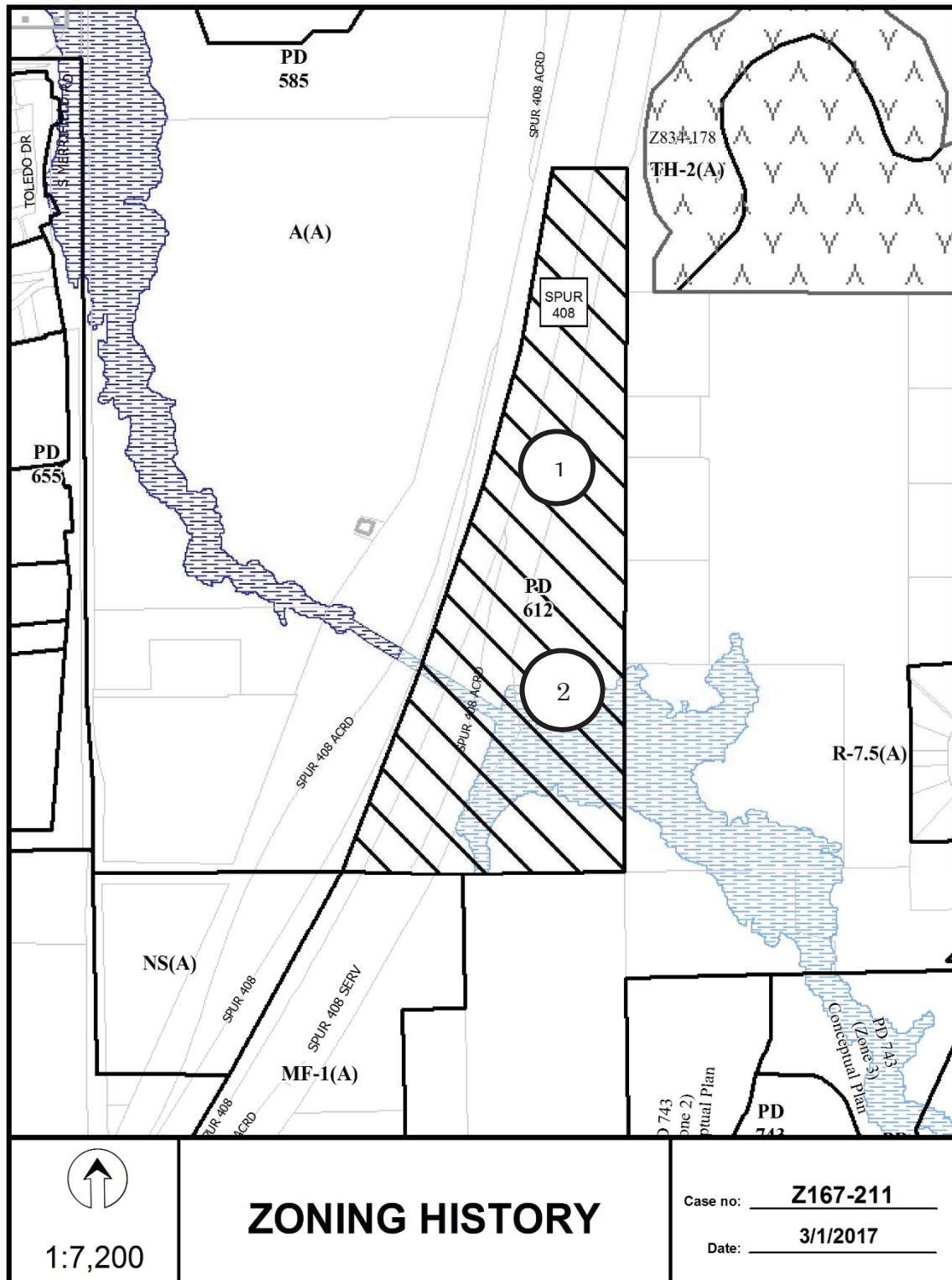
Based on the vehicle queuing analysis conducted and the resulting Traffic Management Plan, I, Scot A. Johnson, P.E. #92615, certify that the results indicate that no queuing of vehicles dropping off or picking up students at 3838 Spur 408 will extend onto City of Dallas rights-of-way as a result of internal queuing constraints.

In order to ensure that all queuing of vehicles is completely accommodated on school property, the school administrative officials should implement the proposed Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it.

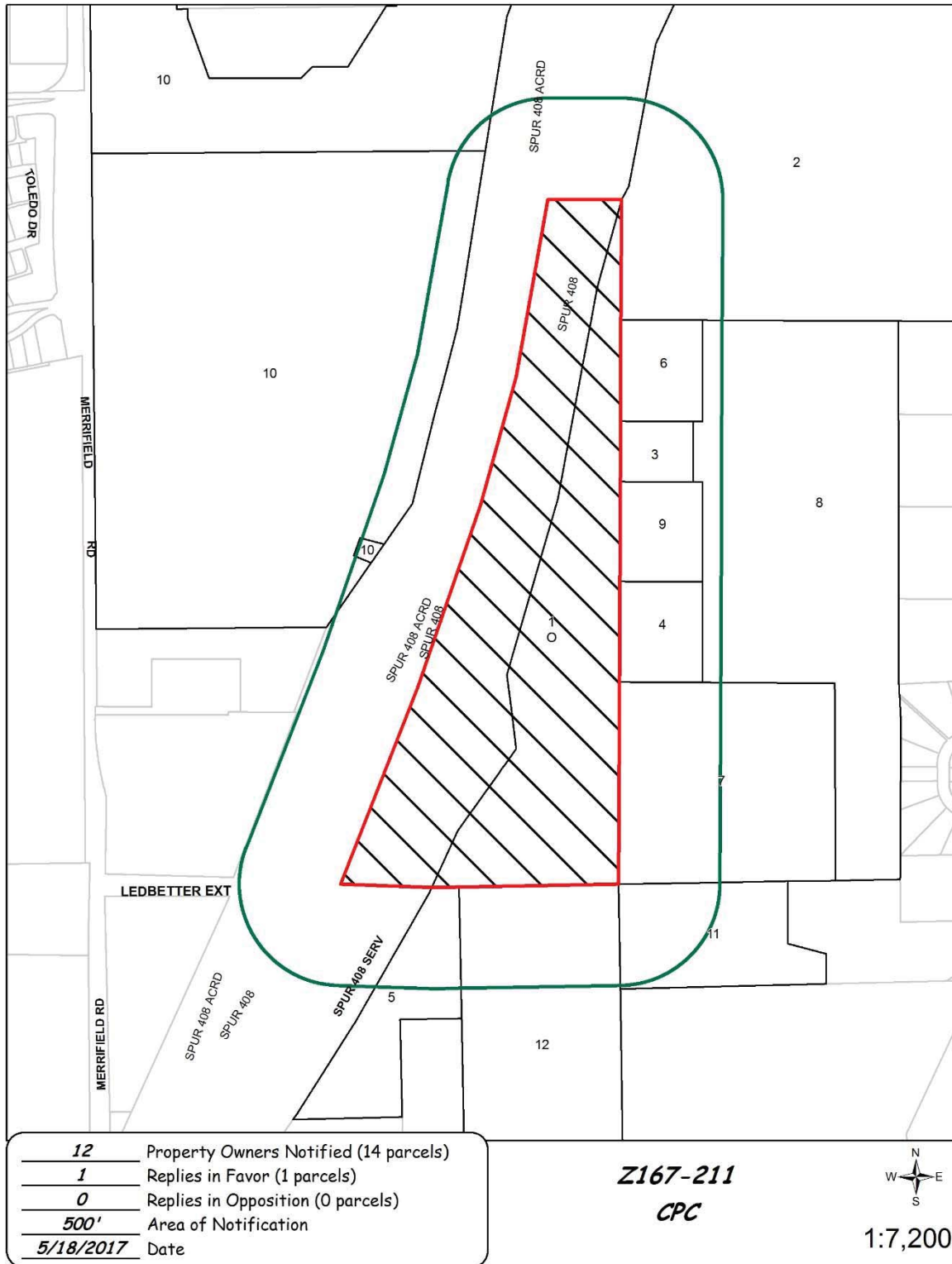








CPC RESPONSES



05/17/2017

Reply List of Property Owners***Z167-211******12 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	3838 SPUR 408	UMEP INC
	2	7500 W Kiest Blvd	ATG DEVELOPMENT LLC
	3	4200 SPUR 408	WOOTEN BILLY & LEANNA
	4	885 W Kiest Blvd	JOHNSTON MARY ANN
	5	4500 SPUR 408	SHONUGA GABRIEL T &
	6	3200 SPUR 408	BOYKIN LUCRETIA A J
	7	3410 SPUR 408	JOHNSTON ZELDA FAY
	8	3410 SPUR 408	JOHNSTON ZELDA FAY ETAL
	9	3500 SPUR 408	BROWN BOBBY JO JOHNSTON
	10	3701 SPUR 408	MERRIFIELD FAMILY INVESTMENTS LTD
	11	4500 SPUR 408	PORTERFIELD D L &
	12	6711 GRADY NIBLO RD	JOHNSON ZELDA FAY ET AL

AGENDA ITEM # 72

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 74 C

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a TH-3(A) Townhouse District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the west line of Leigh Ann Drive, north of West Wheatland Road

Recommendation of Staff: Denial

Recommendation of CPC: Approval, subject to deed restrictions volunteered by the applicant

Z167-212(OTH)

FILE NUMBER: Z167-212(OTH)

DATE FILED: February 13, 2017

LOCATION: West line of Leigh Ann Drive, north of West Wheatland Road.

COUNCIL DISTRICT: 8

MAPSCO: 74-C

SIZE OF REQUEST: Approx. 0.40 acres

CENSUS TRACT: 111.05

APPLICANT: Ravi Komari

OWNER: Krushi Holdings Limited Liability Company

REPRESENTATIVE: Elsie Thurman

REQUEST: An application for a TH-3(A) Townhouse District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District.

SUMMARY: The applicant is requesting the zoning change in order to develop the two lots with four two-story dwelling units. The applicant is volunteering deed restrictions to regulate the setbacks, height of the structures, fence height, and to prohibit carports.

CPC RECOMMENDATION: Approval, subject to deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: Denial

DESIGNATED ZONING CHANGE

BACKGROUND:

- The proposed 0.40 acre site is currently undeveloped and zoned an R-7.5(A) Single Family District.
- The applicant is requesting the zoning change to develop the two lots with two, two-story dwelling units on each lot and to have a mutual access agreement between the two lots.
- On September 14, 2016, the applicant submitted a zoning request for an MF-2(A) Multifamily District to build four multifamily units on each lot with a mutual access agreement between the two lots.
- On December 15, 2016, the City Plan Commission recommended denial without prejudice at the request of the applicant. The applicant did not appeal the denial.
- On February 13, 2017, the applicant submitted this request.

Zoning History: There have not been any zoning changes in the vicinity within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Leigh Ann Drive	Local	60 foot

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

LAND USE ELEMENT

The proposed rezoning does not support the goals and policies established in the *forwardDallas! Comprehensive Plan*.

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

By changing the zoning of the proposed site in the middle of the R-7.5(A) District to a townhouse district, the lots will be higher density than the adjacent lots and not in keeping with the character of the neighborhood.

Neighborhood Plus. One of the goals of *Neighborhood Plus* is to expand homeownership. This goal encourages a wider range of housing types to respond to emerging preferences, identifies incentives for infill development and home improvements in targeted neighborhoods, expands programs to reach a broader range of potential home buyers, and develops partnership to increase the pool of eligible loan applicants. Even though changing the zoning to a townhouse district, the applicant is not building the units for sell.

Surrounding Land Uses:

	Zoning	Land Use
Site	R-7.5(A)	Undeveloped
North	R-7.5(A)	Undeveloped, single family
East	MF-2(A)	Apartments
South	R-7.5(A)	Single family, undeveloped
West	R-7.5(A)	Single Family

Land Use Compatibility:

The request site is approximately 0.40 acres and is currently undeveloped. The applicant is proposing to develop the two properties with a two, two-story building on each lot with shared access. The applicant proposes to create an access agreement between the two lots to allow the access to parking and the dwelling units. The applicant proposes to have the structures face each other and not front on the street.

The applicant is volunteering deed restrictions for:

1. Front yard setback minimum of 25 feet.
2. Side and rear yard setbacks minimum of 10 feet.
3. Fences and accessory structures maximum 8 feet in height.
4. No carports.

The property is currently surrounded by undeveloped, single family to the north; multifamily to the east; undeveloped, single family to the south; and single family to the west. The site is located between the creek to the west and Leigh Ann Drive. West of the creek is developed with single family homes.

The lots currently have a 25 foot platted building line. The R-7.5(A) District has a 25 foot front yard setback. Even with a zoning change, the front yard setback would be 25 feet to match the platted building line and to maintain the block continuity of the adjacent the R-7.5(A) zoned lots.

The property to the west across Leigh Ann Drive is zoned an MF-2(A) District and is developed with 256 multifamily dwelling units. Further to the south, the property is zoned MF-2(A) as well and it is developed with 294 multifamily dwelling units. Staff believes the zoning pattern in the immediate area has a clear demarcation along Leigh Ann Drive and recommends maintain the current pattern.

The applicant is requesting a TH-3(A) Townhouse subdistrict to achieve the density needed to build two units on each lot. The two lots combined are 0.40 acres and the TH-3(A) Townhouse District provides the ability for this density.

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
R-7.5(A) Single Family	25'	5'	1 Dwelling Unit/ 7,500 sq. ft.	30'	45%		Single family
Proposed							
TH-3(A) Townhouse	0'	0'	12 Dwelling Units/ Acre	36'	60%	Min. Lot: 2,000 sq. ft.	Single family

*the lots have a 25 foot platted building setback and would not be able to be constructed per the TH-3(A) front yard setback.

Parking:

Pursuant to the Dallas Development Code, off-street parking and loading must be provided in accordance with Division 51A-4.200 for the specific off-street parking and loading requirements for the proposed use.

Landscaping:

The proposed development must comply with Article X requirements. Landscape plans must be submitted for review and approval during building permitting process.

CPC ACTION:

May 4, 2017

Motion: It was moved to recommend **approval** of a TH-3(A) Townhouse District, subject to deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the west line of Leigh Ann Drive, north of West Wheatland Road.

Maker: Haney
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Haney, Mack, Jung, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Housewright
Vacancy: 0

Notices: Area: 400 Mailed: 40
Replies: For: 1 Against: 2

Speakers: For: Elsie Thurman, 9406 Biscayne Blvd., Dallas, TX, 75218
Ravi Komari, 7 and 8 Leigh Ann, Dallas, TX,
Against: None

Partners & Principles

Applicant:

Mr. Ravi Komari
Knapp & Gautier Associates, LLC
13601 Preston Road, STE W529
Dallas, Texas 75220
469-605-0453

Owners:

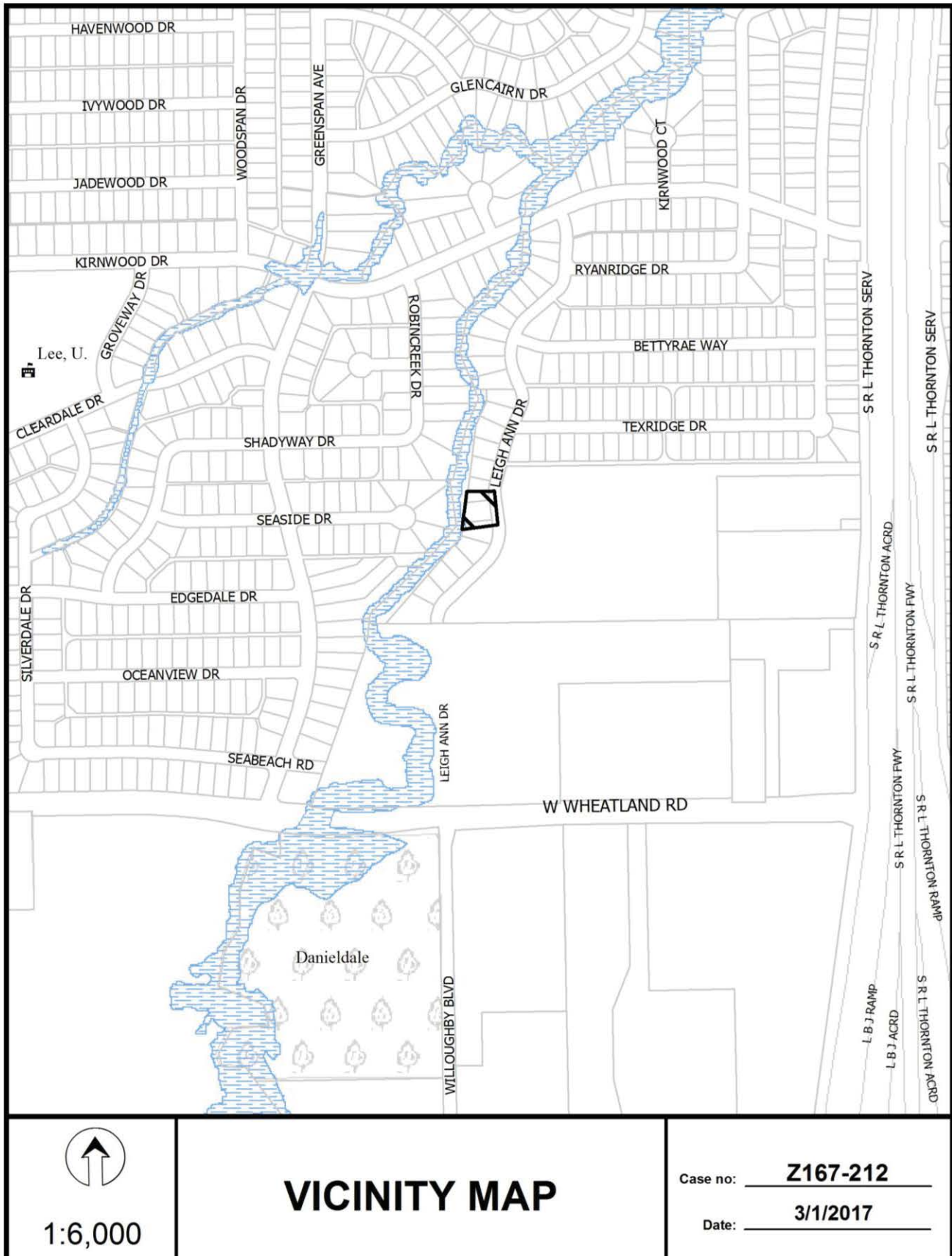
Krush Holdings Limited Liability Company (LLC)
a Wyoming Limited Liability Company
5445 Preston Oaks, Suite 211
Dallas, Texas 75254

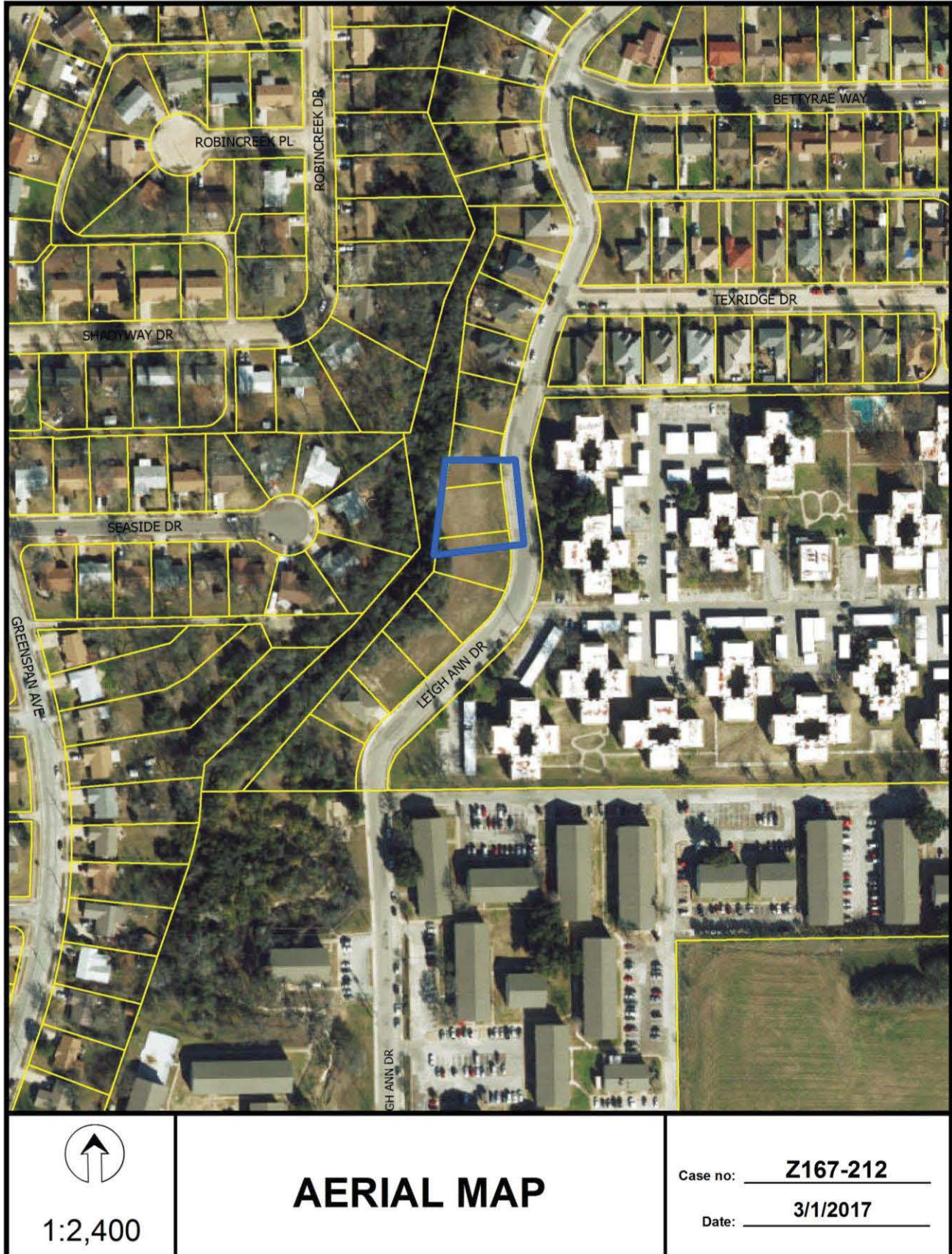
- Ravi Kumar Komari, Ownership, Member and Operating Partner 33%
- Dr. Vishnuvardhan Komari, Ownership, Member and Silent Partner 33%
- Dr. Satish Gaddam, Ownership, Member and Silent Partner 33%

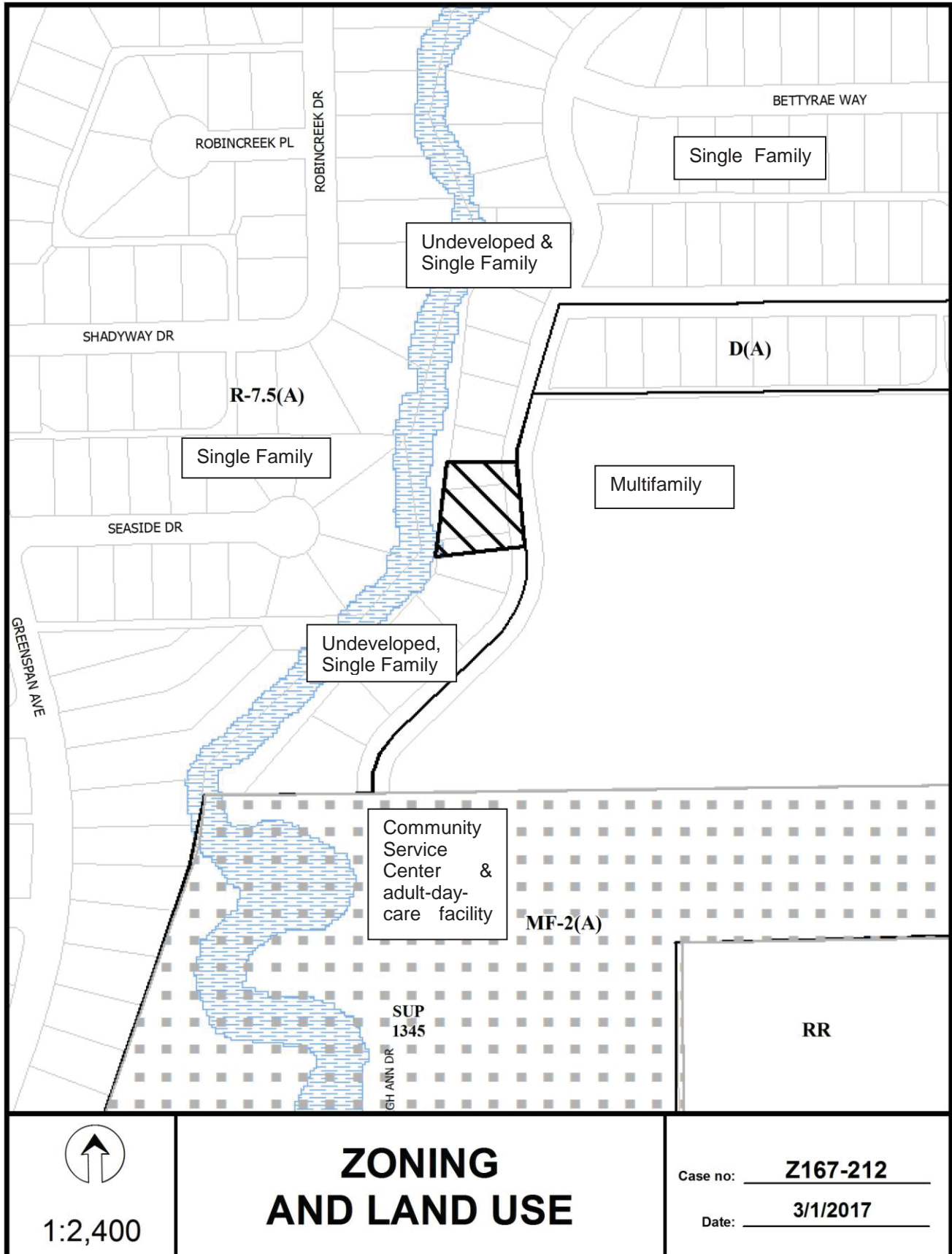
PROPOSED DEED RESTRICTIONS

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

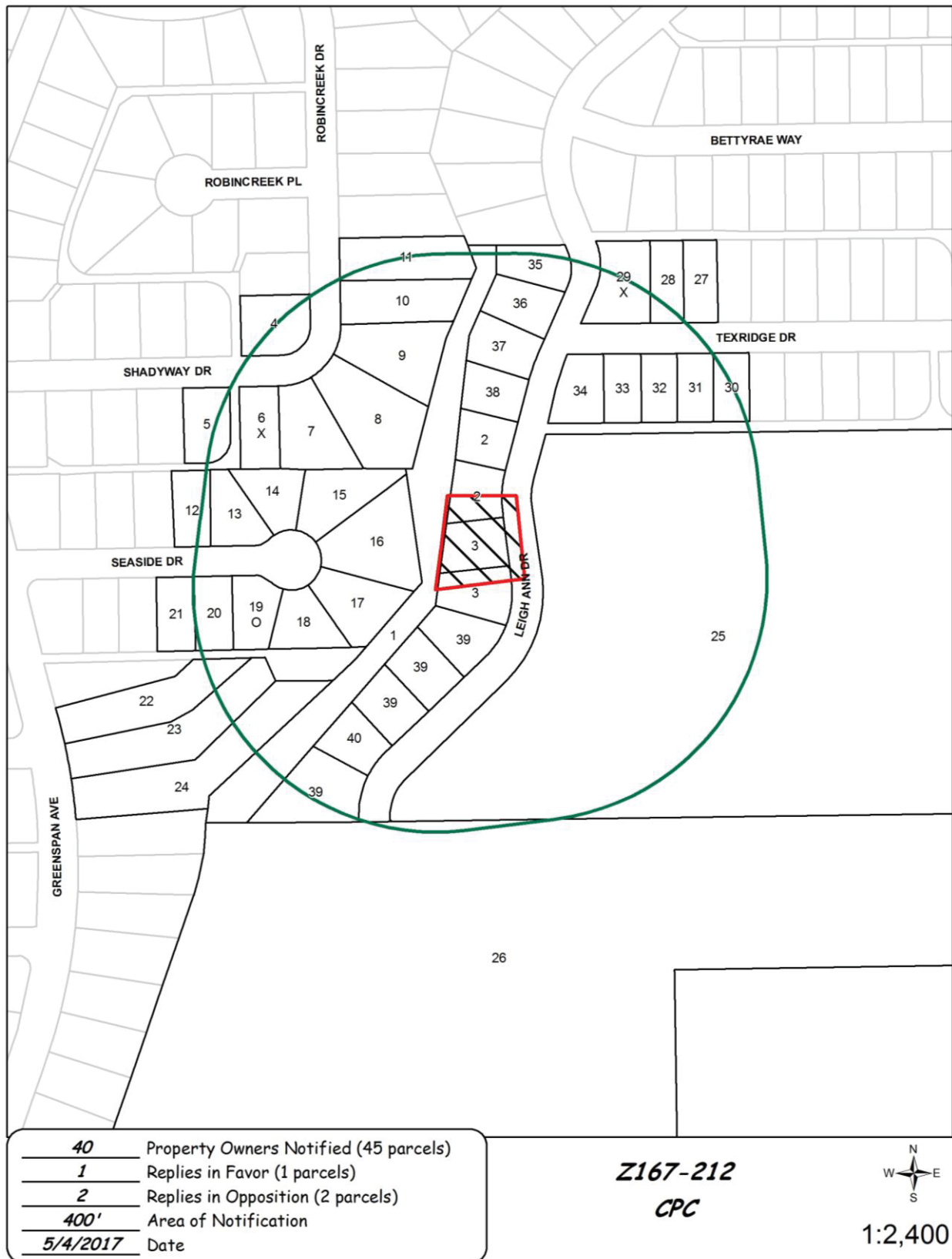
1. Minimum front yard setback is 25 feet.
2. Minimum side and rear yard setback is 10 feet.
3. Maximum height of fences and accessory structures is 8 feet.
4. Carports are not permitted on the Property.







CPC RESPONSES



05/03/2017

Reply List of Property Owners***Z167-212******40 Property Owners Notified******1 Property Owners in Favor******2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	7900 LEIGH ANN DR	WHITE ORCHID HOLDING CO
	2	5 LEIGH ANN DR	WHITE ORCHID HOLDING CO
	3	7 LEIGH ANN DR	GEWAX VIRGINIA ELIZABETH MEYERS RILEY TR
	4	7859 ROBIN CREEK DR	BUSH ARCIE J
	5	516 SHADYWAY DR	HENDERSON HELEN
X	6	512 SHADYWAY DR	LYNCH LUCILLE
	7	508 SHADYWAY DR	PHIFER LINDA FAYE
	8	504 SHADYWAY DR	BLACK JOSEPH
	9	7862 ROBIN CREEK DR	SANTIBANEZ CONSTANCIA
	10	7858 ROBIN CREEK DR	BEAMON LYNDIA DODD
	11	7852 ROBIN CREEK DR	GONZALEZ AUDREY &
	12	519 SEASIDE DR	GARRETT JAMES O
	13	515 SEASIDE DR	VARGAS XOCHILT DIEGO
	14	511 SEASIDE DR	NET CAPITAL INVESTMENTS LLC
	15	507 SEASIDE DR	NEWSOME LUEN
	16	503 SEASIDE DR	RAWLS ARTRA &
	17	504 SEASIDE DR	MA LEG PARTNERS 6
	18	508 SEASIDE DR	JOHNSON NATHAN &
O	19	512 SEASIDE DR	STEPHENS VERA LIFE ESTATE
	20	516 SEASIDE DR	JONES CATHY A
	21	520 SEASIDE DR	CAMARGOMARTINEZ CELIA
	22	7934 GREENSPAN DR	ALEXANDER TONYA VANESSA
	23	7938 GREENSPAN DR	NICKLEBERRY HOWARD E ETUX
	24	8004 GREENSPAN DR	GARDNER GERMAN C
	25	7930 LEIGH ANN DR	168 REALTY GROUP IV LLC
	26	417 W WHEATLAND RD	WHEATLAND TERRACE PARTNERS LTD

05/03/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	8041 TEXRIDGE DR	MARCH ROYCEE
	28	8047 TEXRIDGE DR	MEZA PATRICIA
X	29	8051 TEXRIDGE DR	TASBY BARBARA A
	30	8028 TEXRIDGE DR	BONELL PATRICIA
	31	8036 TEXRIDGE DR	GBENJEN SAIO K
	32	8040 TEXRIDGE DR	WILSON INVESTMENT PPTIES INC
	33	8046 TEXRIDGE DR	ECHEVERRIA PAULA
	34	8050 TEXRIDGE DR	HERNANDEZ JULIA
	35	7817 LEIGH ANN DR	GARCIA MARIA &
	36	7821 LEIGH ANN DR	WEST FORK PROPERTIES LLC
	37	7903 LEIGH ANN DR	TALIAFERRO CORDIA TRUSTEE OF THE 7903 LEIGHT ANN
	38	7907 LEIGH ANN DR	WANG CHEN YU
	39	9 LEIGH ANN DR	CERDA EDGER
	40	8015 LEIGH ANN DR	REYES DANIEL ENRIQUE DE LEON &

AGENDA ITEM # 73

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 7
DEPARTMENT: Sustainable Development and Construction
CMO: Majed Al-Ghafry, 670-3302
MAPSCO: 46 U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to allow for industrial (inside) uses to Planned Development District No. 911, on the south corner of Robert B. Cullum Boulevard and Borich Street

Recommendation of Staff: Denial

Recommendation of CPC: Approval, subject to conditions

Z167-214(SM)

FILE NUMBER: Z167-214(SM) **DATE FILED:** February 14, 2017
LOCATION: South corner of Robert B. Cullum Boulevard and Borich Street
COUNCIL DISTRICT: 7 **MAPSCO:** 46-U
SIZE OF REQUEST: Approx. 1.0668 acres **CENSUS TRACT:** 27.02

OWNER / APPLICANT: Engaged Investments, LLC

REPRESENTATIVE: Santos Martinez, Masterplan

REQUEST: An application for an amendment to allow for industrial (inside) uses to Planned Development District No. 911.

SUMMARY: The applicant proposes to market the property to an industrial operator either in the existing building or with new construction. The proposed use, *industrial (inside)*, means a facility where all processing, fabricating, assembly, or disassembly takes place wholly within the existing enclosed building. The applicant also requests a reduction in parking requirements for an industrial (inside) use.

CPC RECOMMENDATION: Approval, subject to conditions.

STAFF RECOMMENDATION: Denial

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- The request site is currently developed with a one-story, 24,680-square-foot structure that was constructed in 1970, according to Dallas Central Appraisal District records.
- Digitized permit records show permits on the property as early as 1971, when the site was zoned I-2 Industrial District then later transitioned to CS Commercial Service District. The first certificate of occupancy for an industrial (inside) use was issued in 1982.
- On September 26, 2001, the City Council adopted PDD No. 595 and the site was a part of the CC Community Commercial Subdistrict. An industrial (inside) use was prohibited and therefore the industrial (inside) use at the site became nonconforming. Nonconforming uses' right to operate ceases once the use has been abandoned, or vacated, for six months.
- On May 14, 2014, the City Council approved Planned Development District No. 911 for CS Commercial Service District uses in order to allow a warehouse use and removed the property from Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District. The warehouse later vacated the site and the building has remained vacant since circa 2005, according to aerial photography.

Zoning History: There have not been any recent zoning changes requested in the area.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Robert B. Cullum Blvd.	Principal Arterial	100 ft.	100 ft.
Borich Street	Local	50 ft.	50 ft.

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed development will not have a negative impact on the surrounding street system.

COMPREHENSIVE PLAN:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The proposed industrial (inside) use is not consistent with the Comprehensive Plan designation for the area.

Land Use Compatibility

The site consists of an existing commercial building and surface parking lot. The surrounding land uses include a multifamily and government building to the north, undeveloped land to the east, a DART light rail line borders the south, and a religious organization is located to the west. An industrial (inside) use is not a compatible use with the surrounding properties and therefore, staff recommends denial of the request. An industrial (inside) use allows any processing, fabricating, assembly, or disassembly that is not considered *potentially incompatible*, as defined by the Dallas Development Code, and takes place wholly within the existing enclosed building. Although the most hazardous activities remain prohibited with the request, other nuisances that are associated with industrial uses would be allowed such as noise from machinery, odors from processes, and frequent ingress and egress of delivery trucks. Additionally, the use *industrial (inside) for light manufacturing* is also not recommended for the site as the existing building exceeds the maximum 10,000 square-foot floor area threshold for an *industrial (inside) for light manufacturing* use. Further, an *industrial (inside) for light manufacturing* use would also permit the nuisances that an *industrial (inside)* use could generate. Therefore, because any industrial use could cause nuisances for surrounding properties, staff recommends denial.

Surrounding Land Uses:

	Zoning with/in PDD No. 595	Land Use
Site	CC Subdistrict	Abandoned building
North	CC Subdistrict	Retail,
South	CC Subdistrict, R-5(A)	DART Line, Single Family
East	CC Subdistrict	Undeveloped
West	CC Subdistrict, MF-2(A), SUP No. 120	Church, undeveloped

Landscaping:

Landscaping will be in accordance with Article X, as amended.

Parking:

The Dallas Development Code requires a minimum of one space per 600 square feet of floor area for an industrial (inside) use which would require 41 parking spaces. The applicant is proposing to decrease the parking requirement to one space per 1,100 square feet of floor area, which would require the site to provide 22 parking spaces. The site currently provides 26 spaces and therefore the site is deficient 15 spaces from the current Code required minimum. Staff objects to the entirety of the request, including the parking reduction, because the site has options to meet the parking demand that have not yet been exhausted. The first possibility is that of delta credits, or nonconforming parking. According to permit records, the site has always been an industrial (inside) use and therefore should retain the delta credits necessary to make up the parking deficit for an industrial (inside) use to occupy the existing building. However, it is possible that upon further review at Building Inspections, conflicting records are located that indicate that the building was issued a warehouse certificate of occupancy and therefore the delta credits would be lost. A second option for the proposed industrial (inside) use is to apply for an administrative parking reduction which, if granted, would allow the site up to a 50 percent parking reduction. A third option for the proposed industrial (inside) use is to apply for a special exception to the Board of Adjustments to reduce the parking requirement for an industrial (inside) use up to 75 percent.

Since the applicant requests to reduce the parking requirement to make the site conforming to parking requirements and since the requested reduction, if approved, would also decrease the parking requirement for new construction, staff recommends denial.

Development Plan:

The existing Planned Development District No. 911 has an approved development plan for the existing improvements on the property. No changes to the physical development on the site is proposed with this request and therefore, no amendments to the development plan are required.

CPC Action – May 18, 2017:

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 911 to allow for industrial (inside) uses, subject to conditions with the following modifications: 1) prohibit potentially incompatible industrial (inside) uses and 2) strike applicant's request for parking reduction on property on the south corner of Robert B Cullum Boulevard and Borich Street.

Maker: Mack
Second: Davis
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Ridley

Against: 0
Absent: 4 - Anantasomboon, Schultz, Murphy, Tarpley
Vacancy: 0

Notices: Area: 500 Mailed: 113
Replies: For: 0 Against: 0

Speakers: For: Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None
Staff: David Cossum, Director, Sustainable Development & Construction

LIST OF OFFICERS

Engaged Investments LLC
List of Officers

David Itamar	Managing Member
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**CPC RECOMMENDED
PDD AMENDMENTS**

ARTICLE 911.

PD 911.

SEC. 51P-911.101. LEGISLATIVE HISTORY.

PD 911 was established by Ordinance No. 29335, passed by the Dallas City Council on May 14, 2014. (Ord. 29335)

SEC. 51P- 911.102. PROPERTY LOCATION AND SIZE.

PD 911 is established on property located at the south corner of Robert B. Cullum Boulevard and Borich Street. The size of PD 911 is approximately 1.0668 acres. (Ord. 29335)

SEC. 51P-911.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article. In this article:

(1) **MESSAGE ESTABLISHMENT** and **MESSAGE** mean a message establishment or message as defined by Chapter 455 of the Texas Occupations Code, as amended.

(2) **TATTOO STUDIO** means a business in which tattooing or body piercing is performed. **TATTOOING** means the practice of producing an indelible mark or figure on the human body by scarring or inserting a pigment under the skin using needles, scalpels, or other related equipment.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a nonresidential district. (Ord. 29335)

SEC. 51P-911.104. EXHIBIT.

The following exhibit is incorporated into this article: Exhibit 911A: development plan. (Ord. 29335)

SEC. 51P- 911.105. DEVELOPMENT PLAN.

(a) Except as provided in this section, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

(b) For a warehouse use, development and use of the Property must comply with the development plan (Exhibit 911A). If there is a conflict between the text of this article and the development plan, the text of this article controls. (Ord. 29335)

SEC. 51P-911.106. MAIN USES PERMITTED.

The following uses are the only main uses permitted:

(1) Agricultural uses.

None permitted.

(2) Commercial and business service uses.

- Catering service.
- Custom business services.
- Electronics service center.
- Job or lithographic printing. *[3,500 square feet or less.]*
- Medical or scientific laboratory. *[SUP]*

(3) Industrial uses.

-- Industrial (inside) *[potentially incompatible industrial uses prohibited].* ~~*[None permitted.]*~~

(4) Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- College, university, or seminary. *[SUP]*
- Community service center. *[SUP]*
- Convalescent and nursing homes, hospice care, and related institutions. *[SUP]*
- Convent or monastery.
- Library, art gallery, or museum.
- Public or private school. *[RAR]*

(5) Miscellaneous uses.

- Temporary construction or sales office.

(6) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[DIR]*
- Medical clinic or ambulatory surgical center.
- Office.

(7) Recreation uses.

- Private recreation center, club, or area.
- Public park, playground, or golf course.

(8) Residential uses.

None permitted.

(9) Retail and personal service uses.

- Ambulance service. *[RAR]*
- Animal shelter or clinic without outside runs. *[RAR]*
- Business school.
- Commercial amusement (inside). *[See Section 51A-4.210(b)(7). Treat as if located in CR Community Retail District.]*
- Commercial parking lot or garage. *[RAR]*
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick, or building materials sales yard. *[DIR]*
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Personal service uses. *[Massage establishments and tattoo studios are prohibited.]*
- Restaurant without drive-in or drive-through service. *[RAR]*
- Restaurant with drive-in or drive-through service. *[DIR]*
- Swap or buy shop. *[SUP]*
- Theater.

(10) Transportation uses.

- Transit passenger shelter.
- Transit passenger station or transfer center. *[SUP or by city council resolution.]*

(11) Utility and public service uses.

- Electrical substation. *[SUP]*
- Local utilities. *[SUP or RAR may be required. See Section 51A-4.212(4). Treat as if located in a CR Community Retail District.]*
- Police or fire station.
- Tower/antenna for cellular communication.

(12) Wholesale, distribution, and storage uses.

- Mini-warehouse.
- Recycling drop-off container. *[SUP required if the requirements of Section 51A-4.213(11.2)(E) are not satisfied.]*
- Warehouse.

(Ord. 29335)

SEC. 51P-911.107. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) The following accessory uses are not permitted:

- Accessory outside display of merchandise.
- Accessory outside storage.

(Ord. 29335)

SEC. 51P-911.108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) Front yard.

(1) Except as provided in this subsection, no front yard is required.

(2) Except as provided in Paragraph 51P-911.108(a)(3), if a front yard is provided, minimum front yard of 15 feet is required and must be landscaped as follows:

(A) At least 40 percent of the front yard must have trees, shrubs, or a combination of trees and shrubs. If provided, the shrubs must be capable of reaching a minimum height of 30 inches within three years.

(B) One tree having a calliper of at least three-and-one-half inches, or two trees each having a calliper of at least one-and-one-half inches, must be provided for each 30 linear feet of frontage, excluding driveways, visibility triangles, and points of ingress or egress.

(C) Walkways, plazas, courtyards, or other non-plant decorative landscape features may not exceed 60 percent of the front yard.

(3) A front yard up to five feet wide may be provided to the extent needed to accommodate a wider than standard sidewalk for any portion of the wider sidewalk that cannot be placed in the right-of-way.

(b) Side yard.

(1) Except as provided in this subsection, no side yard is required.

(2) Except as provided in Paragraph (b) (3), if a side yard is provided, minimum side yard of five feet is required.

(3) For Property adjacent to or directly across an alley from a residential subdistrict or an R, R (A), D, D (A), TH, TH (A), CH, MF, or MF (A) district, minimum side yard is 15 feet.

(c) Rear yard.

(1) Except as provided in this subsection, no rear yard is required.

(2) Except as provided in Paragraph (c) (3), if a rear yard is provided, minimum rear yard of five feet is required.

(3) For Property adjacent to or directly across an alley from a residential subdistrict or an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district, minimum rear yard is 15 feet.

(d) Floor area.

- (1) Except as provided in this subsection, no maximum floor area.
- (2) For a warehouse use, maximum floor area is 25,000 square feet.

(e) Floor area ratio. Maximum floor area ratio is:

- (1) .75 for office uses;
- (2) .5 for retail uses; and
- (3) .75 for all uses combined.

(f) Height.

(1) In general. Except as provided in this subsection, maximum structure height is 54 feet.

(2) Residential proximity slope. If any portion of a structure is over 26 feet in height, that portion may not be located above a 1-to-3 residential proximity slope. Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

(g) Lot coverage. Maximum lot coverage is 60 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(h) Lot size. No minimum lot size is required.

(i) Stories.

(1) Except as provided in this subsection, maximum number of stories above grade is four.

- (2) For a parking garage, no maximum number of stories. (Ord. 29335)

SEC. 51P-911.109. FENCE.

A minimum six-foot high chain link fence is required in the location shown on the development plan. (Ord. 29335)

SEC. 51P-911.110. OFF-STREET PARKING AND LOADING.

(a) In general. Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

CPC Recommended:

(b) Industrial (inside). Minimum of one space is required for every 1,100 square feet of floor area.

Applicant requested:

(b) Industrial (inside). Minimum of one space is required for every 1,100 square feet of floor area.

(c) Setback. Required off-street parking is prohibited within 15 feet of back of curb.

(d[e]) Screening.

(1) Required off-street parking must be screened from adjacent streets in accordance with Section 51A-4.301(f)(5).

(2) Screening of off-street parking that complies with Section 51A-4.301(f)(3) is required where the Property is adjacent to or directly across an alley from a residential subdistrict, or an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district. A perimeter landscape buffer strip that complies with Section 51A-10.125(b)(1) must be provided on the residential side of the required screening. Perimeter landscape buffer strip materials must be provided in accordance with Section 51A-10.125(b)(7).

SEC. 51P-911.111. INGRESS AND EGRESS.

Ingress and egress must be provided in the locations shown on the development plan. No other ingress or egress is permitted. (Ord. 29335)

SEC. 51P-911.112. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 29335)

SEC. 51P-911.113. LANDSCAPING.

(a) Except as provided in Sections 51P-911.108 and 51P-911.110, landscaping must be provided in accordance with Article X.

(a) Plant materials must be maintained in a healthy, growing condition. (Ord. 29335)

SEC. 51P-911.114. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII. (Ord. 29335)

SEC. 51P-911.115. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

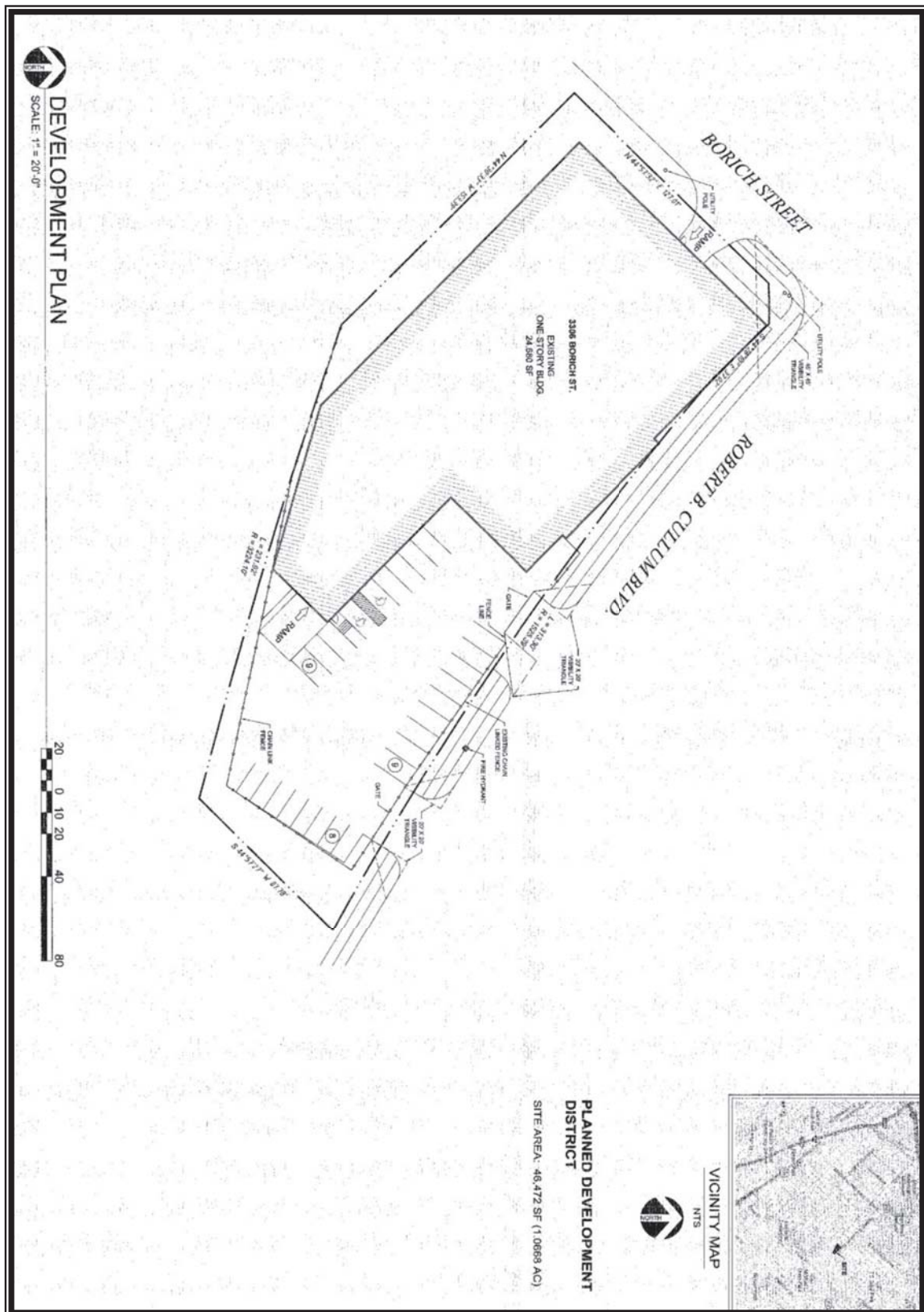
(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. 29335)

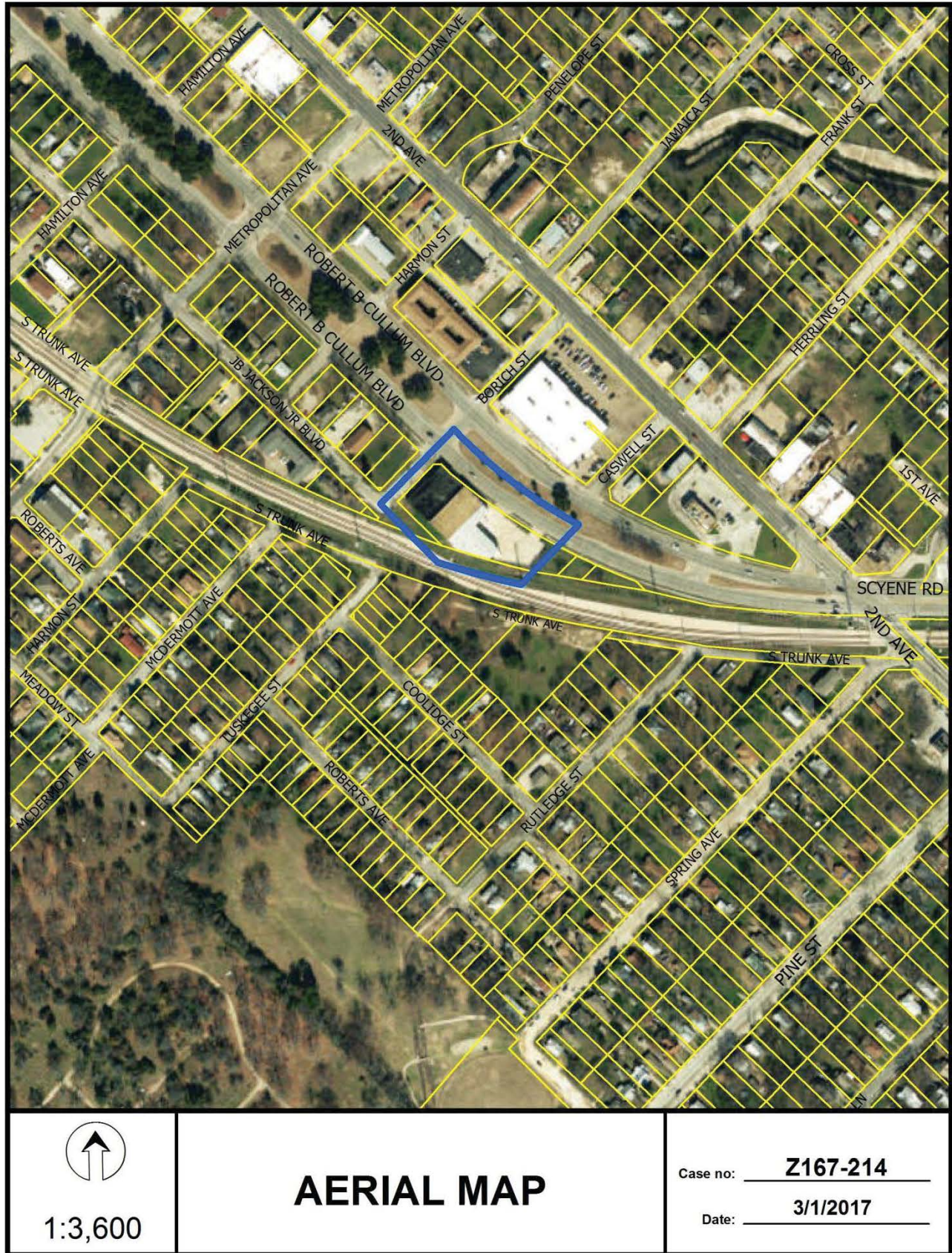
SEC. 51P-911 .116. COMPLIANCE WITH CONDITIONS.

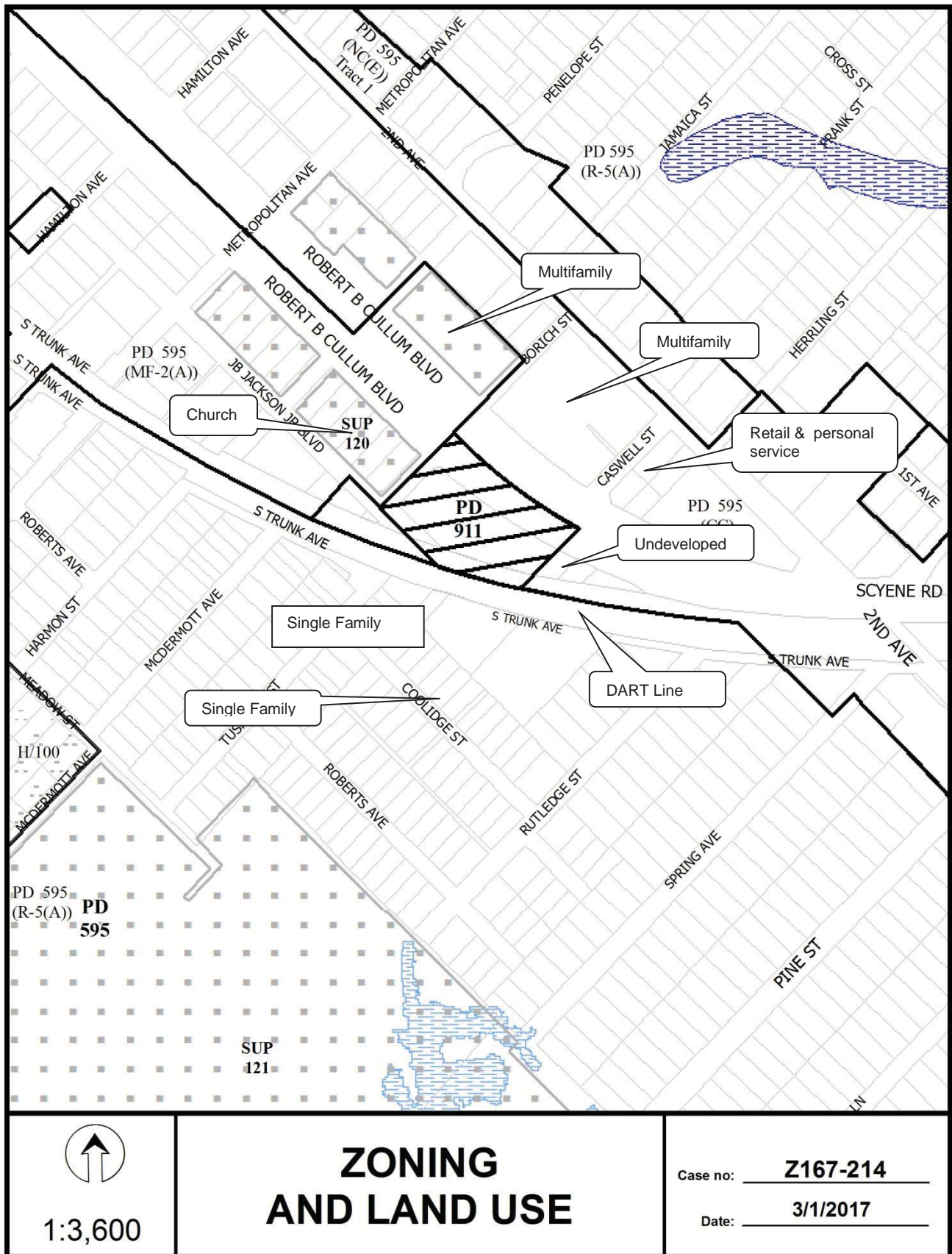
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

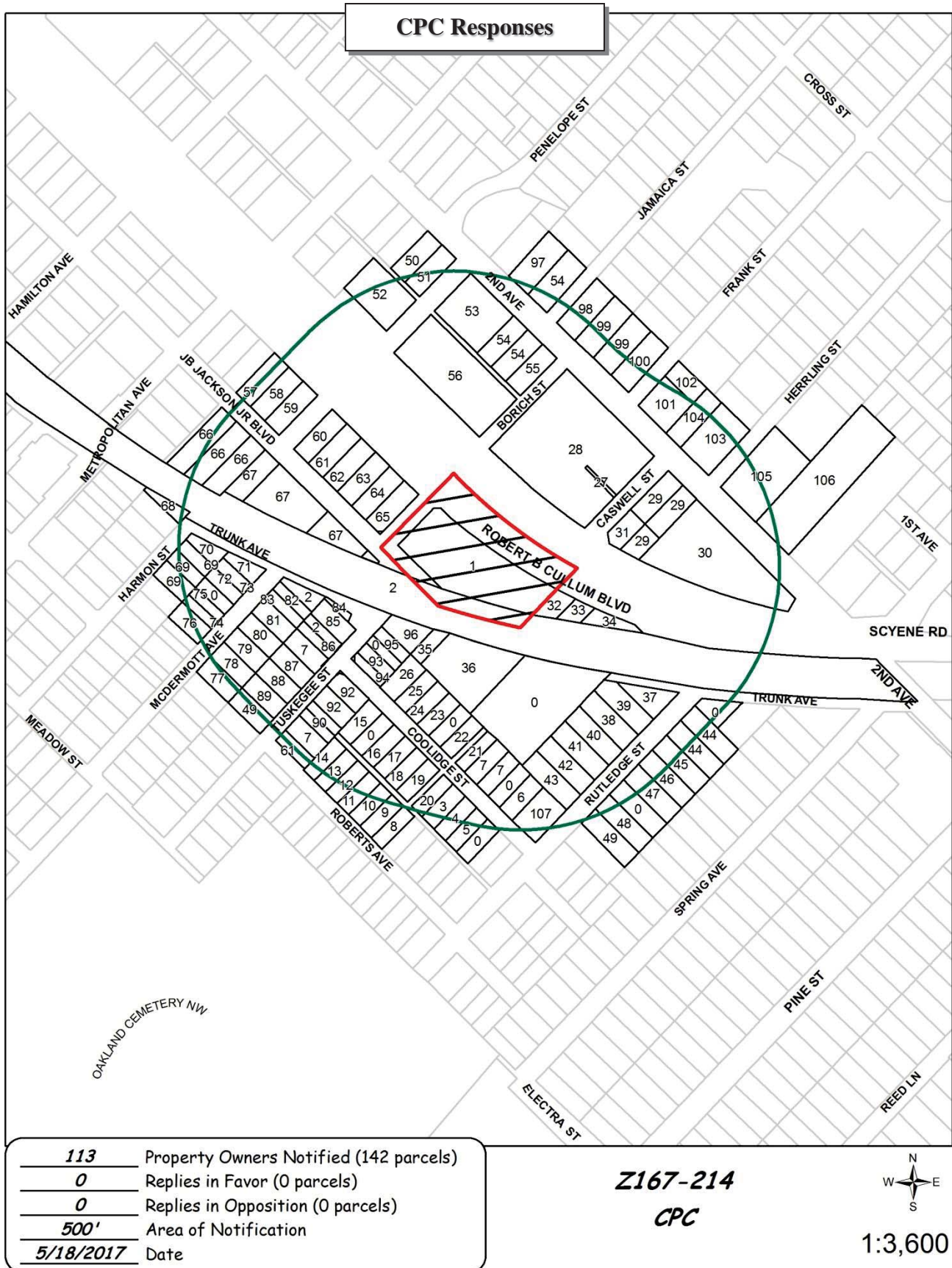
(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 29335)

EXISTING DEVELOPMENT PLAN









05/17/2017

Reply List of Property Owners***Z167-214******113 Property Owners Notified******0 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	3306 BORICH ST	JK HILL STREET LLC
	2	3152 MCDERMOTT AVE	DART
	3	3931 COOLIDGE ST	BYRD ERIC L
	4	3935 COOLIDGE ST	EVANGELISTIC OUTREACH
	5	3939 COOLIDGE ST	JOHNSON WILL
	6	3942 COOLIDGE ST	WILLIAMS TIFFANY J &
	7	3934 COOLIDGE ST	DALLAS NEIGHBORHOOD
	8	3926 ROBERTS AVE	COOKS SAM
	9	3922 ROBERTS AVE	BROWN LOLA &
	10	3918 ROBERTS AVE	SMITH WALTER
	11	3914 ROBERTS AVE	MILLS BEATRICE
	12	3910 ROBERTS AVE	JONES ROBERT L EST OF
	13	3906 ROBERTS AVE	EPHRAIM HAZEL MAE
	14	3902 ROBERTS AVE	EPHRAIM HAZEL MAE ESTATE OF
	15	3903 COOLIDGE ST	IMPERIAL VALLEY PROPERTIES LLC
	16	3911 COOLIDGE ST	ROBINSON CLARENCE JR
	17	3915 COOLIDGE ST	MEDLOCK HARVEY L
	18	3919 COOLIDGE ST	JERNIGAN PATRICIA
	19	3923 COOLIDGE ST	WEAVER MARVIN KEITH
	20	3927 COOLIDGE ST	FOY ROBERT &
	21	3926 COOLIDGE ST	CARTER CALVIN EST OF
	22	3922 COOLIDGE ST	HINES TRUDIE JEAN ET AL &
	23	3914 COOLIDGE ST	JACKSON RONALD WAYNE &
	24	3910 COOLIDGE ST	DEAN BOBBIE
	25	3906 COOLIDGE ST	SMITH ROBERT L
	26	3902 COOLIDGE ST	LARY TERRI G LIFE ESTATE

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	3400	CASWELL ST	WHITE MONEY ORDERS 33
28	2505	S 2ND AVE	SAFFELL DOUG
29	2601	2ND AVE	LAWSON KEA & DANYEAL L GARRETT
30	2660	ROBERT B CULLUM BLVD	WILLIAMS FRIED CHICKEN
31	2602	ROBERT B CULLUM BLVD	SULTAN RAJA REZA &
32	2503	ROBERT B CULLUM BLVD	LEWIS EDWARD JR
33	2507	ROBERT B CULLUM BLVD	GILLIAM EDWARD CHRISTIAN
34	2511	ROBERT B CULLUM BLVD	DALLAS CITY OF COUNTY OF
35	2511	TRUNK AVE	CEMETERY
36	3900	TRUNK AVE	JONES WASHINGTON JR
37	3327	RUTLEDGE ST	AGENT HOMER
38	3319	RUTLEDGE ST	TOVAR PAUL
39	3323	RUTLEDGE ST	ALEXANDERS TALENT CMMTTEE
40	3315	RUTLEDGE ST	FREEMAN CHARLES
41	3311	RUTLEDGE ST	REVEST PPTIES INV LLC
42	3307	RUTLEDGE ST	BROWN OLLIE GENE &
43	3303	RUTLEDGE ST	BROWN BETTY JEAN
44	3330	RUTLEDGE ST	ABOVO CORP
45	3322	RUTLEDGE ST	SUN LAND RESERVE OF AMERICA INC
46	3318	RUTLEDGE ST	HOLMES LOUISE EST OF
47	3314	RUTLEDGE ST	DIAZ EDUARDO
48	3306	RUTLEDGE ST	WILLIAMS RICKEY
49	3300	RUTLEDGE ST	DALLAS HOUSING ACQUISITION & DEV CORP
50	2319	S 2ND AVE	DAVIS ROBERT R JR & DANN
51	2323	2ND AVE	WOFFORD DONDI
52	2212	ROBERT B CULLUM BLVD	DALLAS BAPTIST ASSN INC
53	2403	S 2ND AVE	LEVINGSTON JOEL ETAL
54	2415	2ND AVE	LAGRONE ANGANETTA
55	2423	2ND AVE	OLADIRAN EPHRAIM A
56	2410	ROBERT B CULLUM BLVD	ARA MANAGEMANT LLC
57	2214	J B JACKSON JR BLVD	WOOTEN MERCIE DAVID

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	2218	J B JACKSON JR BLVD	GALVAN MARTIN R & SILVIA A
59	2222	J B JACKSON JR BLVD	RODRIGUEZ RONALDO AGUSTIN
60	2302	J B JACKSON JR BLVD	ONEAL BOZY ESTATE
61	2306	J B JACKSON JR BLVD	JBIII INVESTMENT INC
62	2310	J B JACKSON JR BLVD	MEMORIAL MISSIONARY
63	2312	J B JACKSON JR BLVD	MEMORIAL MISS BAPT CHURCH
64	2316	J B JACKSON JR BLVD	MEMORIAL BAPTIST CHURCH
65	2322	J B JACKSON JR BLVD	MEMORIAL MISS BAPT CH
66	2215	J B JACKSON JR BLVD	AGUSTIN RONALDO
67	2227	J B JACKSON JR BLVD	FOURTH AVENUE HOLDINGS LLC
68	3147	HARMON ST	CONLEY VERMA J
69	3136	HARMON ST	SOUTH DALLAS FAIR PARK INNERCITY COMMUNITY
70	3144	HARMON ST	ANTHONY DAVID LEE
71	3149	MCDERMOTT AVE	ATKINS JOSEPH BERNARD
72	3145	MCDERMOTT AVE	PATTERSON WILLIAM H &
73	3147	MCDERMOTT AVE	ALEXANDER LLOYD I EST OF &
74	3137	MCDERMOTT AVE	MARQUEZ MARCELLA
75	3139	MCDERMOTT AVE	WIGGINS MARTIN &
76	3135	MCDERMOTT AVE	WORLD IS YOURS INVESTMENT GROUP THE
77	3130	MCDERMOTT AVE	WORKS G W & CO
78	3132	MCDERMOTT AVE	LIM CHIA J & WAN LAURA Y
79	3140	MCDERMOTT AVE	SCOTT BRENDA JEAN
80	3142	MCDERMOTT AVE	CHAKAMOI MATIDI
81	3144	MCDERMOTT AVE	AFFORDABLE REALTY INC
82	3150	MCDERMOTT AVE	DIXON ARDELLA
83	3148	MCDERMOTT AVE	WILSON RALPH
84	3225	TUSKEGEE ST	FRY DEBORAH ANN
85	3223	TUSKEGEE ST	CORREA MARIA
86	3217	TUSKEGEE ST	LOPEZ FLORENTINO
87	3211	TUSKEGEE ST	ENTRUST GROUP INC THE
88	3207	TUSKEGEE ST	SIMPSON DAVID L

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	3201 TUSKEGEE ST	BASHOVER MATTHEW
	90	3208 TUSKEGEE ST	BOLDEN ARTHUR
	91	3210 TUSKEGEE ST	ADVANCE INVESTMENT
	92	3212 TUSKEGEE ST	MOXIE INVESTMENTS LTD
	93	3224 TUSKEGEE ST	CLARK ARON
	94	3222 TUSKEGEE ST	TRINITARIAN CHRISTIAN
	95	3228 TUSKEGEE ST	COMMUNITY CH GOD CHRIST
	96	3232 TUSKEGEE ST	WASHINGTON SARAH J
	97	2416 2ND AVE	RODRIGUEZ JUAN C
	98	2500 2ND AVE	WALKER MARK E
	99	2506 2ND AVE	LEALAM INVESTMENTS LLC
	100	2514 2ND AVE	CAMPOS BELEN
	101	2524 2ND AVE	HENDLEY JAMES G &
	102	3510 FRANK ST	MORELAND ESTHER MAE &
	103	2542 2ND AVE	DAVIS ROBERT E JR & D'ANN
	104	2536 S 2ND AVE	DAVIS ROBERT E JR & D'ANN
	105	2616 2ND AVE	HOLY GROVE MISSIONARY BAPTIST CH
	106	2702 S 2ND AVE	2702 SECOND AVE LLC
	107	3950 COOLIDGE ST	TRINITARIAN CHRISTIAN CH
	108	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
	109	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
	110	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
	111	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
	112	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
	113	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT

AGENDA ITEM # 74

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 26 F; K; L

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea B within Planned Development District No. 745 for mixed uses, on the north side of Meadow Road, east of Manderville Lane

Recommendation of Staff and CPC: Approval, subject to conditions

Z167-237(KK)

FILE NUMBER: Z167-237(KK)

DATE FILED: March 6, 2017

LOCATION: North side of Meadow Road, east of Manderville Lane

COUNCIL DISTRICT: 13

MAPSCO: 26-F; K; L

SIZE OF REQUEST: Approx. 32.952 acres

CENSUS TRACT: 78.23

APPLICANT/ OWNER: HT Midtown LP

REPRESENTATIVE: Baldwin Associates, Rob Baldwin

REQUEST: An application to amend Subarea B within Planned Development District No. 745 for mixed uses.

SUMMARY: The purpose of this request is to amend Subarea B within the planned development district to revise the parking garage setback, to allow an accessory community center (private) by right, and allow a shared access easement to be provided in accordance with the roadway cross section Exhibit 745E.

CPC RECOMMENDATION: Approval, subject to conditions.

STAFF RECOMMENDATION: Approval, subject to conditions.

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- On June 14, 2006, PDD No. 745 was approved by City Council.
- Construction started on the shared access development portion of this larger mixed use development in August of 2016, according to permit records.
- The purpose of this request is to amend the parking garage setback, to allow an accessory community center (private) by right, and allow a shared access easement to be provided in accordance with the roadway cross section Exhibit PD 745E.
- The proposed amendments will allow for continual construction of the approved shared access development and single family structures.

Zoning History: There have been three recent zoning change requests in the area.

1. **Z123-212** On August 28, 2013, the City Council approved Planned Development District No. 895 for mixed uses on property zoned a GO(A) General Office District.
2. **Z134-171** On October, 8, 2014, the City Council approved Planned Development District No. 927 for mixed uses on property zoned MF-2(A) Multifamily District and GO(A) General Office District.
3. **Z145-204** On August 10, 2015, the City Council approved Subarea E within Planned Development District No. 745 on property zoned Subarea C within Planned Development District No. 745.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Meadow Road	Community Collector	60 ft.

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed amendment will not have a negative impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No. 745 (Subarea B)	Single Family
North	MF-2(A), SUP No. 701, CR	Electrical Substation, Undeveloped
East	MF-1(A), R-7.5(A), MF-2(A)	DART Light Rail, Multifamily
South	PDD No. 745 (Subarea A), R-7.5(A)	DART Light Rail, Undeveloped, Multifamily, Office
West	PDD No. 686, P(A), PDD No. 790	Lee A. McShan Jr. Elementary School, Parking Lot, Royal Oaks Country Club,

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

ECONOMIC ELEMENT**GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS**

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas' quality of life.

Implementation Measure 2.5.1.2 Support efforts to maintain distinctive identities of existing neighborhoods and ensure high-quality development of new neighborhoods.

URBAN DESIGN**GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY**

Policy 5.1.3 Encourage complementary building height, scale, design and character.

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.1 Maintain neighborhood scale and character.

NEIGHBORHOOD PLUS

Policy 4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation and safety.

Land Use Compatibility:

The applicant proposes three amendments with this request:

(1) To revise the parking garage setback. There was a right-of-way dedication on Hastings Drive at the intersection of Rambler Road. The remainder of Hastings Drive is a shared access drive (private drive containing shared access easement). This right-of-way dedication made five lots non-compliant with the current ordinance, Sec.51A-4.301(a)(9) that states, "A parking space must be at least 20 feet from the right-of-way line adjacent to a street or alley if the space is located in an enclosed structure and if the space faces upon or can be entered directly from the street or alley. This provision controls over any building line platted to a lesser setback and any other provision of this article." The right-of-way dedicated places the proposed garage within this 20 foot setback. The proposed text allows for this encroachment if the street or alley is not located on the city's thoroughfare plan, the garage door must have a remote automatic control installed, and no portion of the garage door may encroach into the public right-of-way. This will allow these lots to have consistency with the other single family homes that front on the shared access drive. The remaining lots adjacent to the five lots mentioned are compliant because they face onto the shared access drive where there was not a right-of-way dedication.

(2) To allow an accessory community center (private) to be allowed by right. An accessory community center is defined in Sec.51A-4.217(b)(1), as an integral part of a residential project or community unit development that is under the management and unified control of the operators of the project or development, and that is used by the residents of the project or development for a place of meeting, recreation or social activity. The approved text currently states that an accessory community center (private) is permitted. Sec.51A-4.217(a)(1) states that an accessory use must be a use customarily incidental to a main use. Because the ordinance does not define a shared access development separately from a single family dwelling, an accessory community center (private) is not interpreted to be a use incidental to the main use. The proposed text amendment will allow the use of an accessory community center (private) to be allowed by right in Subarea B of PDD No. 745. This will also provide clarity of the text during the building permit review.

(3) To allow a shared access easement to be provided in accordance with the roadway cross section Exhibit 745E. Exhibit 745E details roadway requirements for right-of-way development. A shared access drive is a private drive that contains an access easement.

This property is not city owned, and is maintained privately. Therefore the text is proposing to be amended so that the development is still compliant with the current conditions, but allows a shared access easement to meet this requirement even though it is not dedicated right-of-way.

Sec.51P-745.106(c) states, "For single family uses, a recorded plat may suffice as a development plan, provided it contains all of the required elements for a development plan". With the proposed amendments, the recorded plat is not required to be amended, therefore; there is no requirement to review a development plan for this zoning case.

Abutting the property to the south and west is PDD No. 745 (Subarea B) and is currently undeveloped. South, across Meadow Road, is zoned PDD No. 745 (Subarea A) and is currently undeveloped. To the west, across Manderville Lane, is MF-2(A) and is developed with multifamily units. Directly adjacent to Manderville Lane is the DART Light Rail. The closest DART Rail Station is the Walnut Hill Station. The properties directly to the east of the area of request is zoned PDD No. 790 and is developed with the Royal Oaks Country Club. To the southwest is Lee A. McShan Jr. Elementary School that is located in PDD No. 686. The property to the north is zoned MF-2(A) with SUP No. 701 and is developed with an electrical substation.

Parking:

The parking requirement set forth in Sec.51P-745.112 is not proposed to change. The planned development refers back to Division 51A-4.200 for specific off-street parking and loading requirements for each use. The parking requirement for a single family dwelling not located in R-7.5(A), R-5(A), and TH Districts is two off-street parking spaces, no handicap parking is required.

Landscaping:

Landscaping must be provided in accordance Sec.51P-745.114.

CPC Action

May 18, 2017

Motion: It was moved to recommend **approval** of an amendment to Subarea B within Planned Development District No. 745 for mixed uses, subject to a revised conditions with an additional condition to allow by right the use of accessory community center private in conjunction with a shared access development on the north side of Meadow Road, east of Manderville Lane.

Maker: Murphy
Second: Shidid
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid,
Anantasomboon, Mack, Haney, Jung, Housewright, Peadon,
Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Schultz
Vacancy: 0

Notices:	Area: 500	Mailed: 21
Replies:	For: 0	Against: 0

Speakers: None

List of Partners/Principals/Officers

HT MIDTOWN L.P.

A Delaware Limited Partnership
2800 Post Oak Blvd., Suite 4800
Houston, Texas 7705

Hines Midtown Associates Limited Partnership,
Its general partner

Hines Midtown GP LLC,
Its general partner

Hines Investment Management Holdings Limited Partnership,
Its sole member

HIMH GP LLC,
Its general partner

Hines Real Estate Holdings Limited Partnership,
Its sole member

JCH Investments, Inc.,
Its general partner

- Mark A Cover, Senior Managing Director/CEO
- Rob White, Senior Managing Director

PROPOSED PDD CONDITIONS

ARTICLE 745.

PD 745.

SEC. 51P-745.101. LEGISLATIVE HISTORY.

PD 745 was established by Ordinance No. 26372, passed by the Dallas City Council on June 14, 2006. (Ord. 26372)

SEC. 51P-745.102. PROPERTY LOCATION AND SIZE.

PD 745 is established on property located on both sides of Manderville Lane, north of Blair Road and south of Royal Lane. The size of PD 745 is approximately 77.028 acres. (Ord. No. 26372; 27713)

SEC. 51P-745.103. CREATION OF SUBAREAS.

This district is divided into Subareas A, B, C, D, E, and F as shown on the conceptual plan (Exhibit 745A). (Ord. Nos. 26372; 29804)

SEC. 51P-745.104. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) In this district, the following definitions apply:

(1) A-FRAME SIGN means a portable detached premise sign that is hinged at the top and is made of durable, rigid materials such as wood, plastic, or metal.

(2) INTERIOR SIDE YARD means a side yard that is not adjacent to a street.

(2.1) LANDSCAPE WALLS mean a retaining wall or decorative wall.

(2.2) LANDSCAPE WALL AREA FEATURES means retaining or decorative walls, rails, steps, or foundations. A landscape wall area feature is not considered a blank wall.

(3) MEWS STREET means a multimodal street for pedestrians or low-speed vehicular traffic.

(4) OPEN SPACE means an area that is unobstructed to the sky, and that contains no structures except for ordinary projections of window sills, bay windows, belt courses, cornices, eaves, unenclosed balconies, unenclosed patios, stoops, and other architectural features. A required yard on a lot with a structure is not open space.

(5) PRIMARY STREET means the principal frontage for a building site, as designated on the development plan.

(5.1) PRIVATE PERMEABLE AREA means an area open and available to residents.

(6) PROPERTY means Subareas A, B, C, and D collectively.

(7) ROADWAY ZONE means the zone for public use that includes the right-of-way, a portion of the sidewalk and utility easements, and landscape areas including pavers, concrete sidewalks, landscaping, trees, and decorative lighting, as shown on the roadway cross sections.

(8) SECONDARY STREET means the frontage for a building site that is not a primary street, as designated on the development plan.

(9) SETBACK means the minimum distance a building may be erected from a roadway zone or lot line.

(10) STOOP means a small porch leading to the entrance of a residence.

(11) TANDEM PARKING means one parking space in front of another parking space.

(d) This district is considered to be a nonresidential zoning district. (Ord. Nos. 26372; 27713; 29786; 29801)

SEC. 51P-745.104.1. EXHIBITS.

The following exhibits are incorporated into this article:

(1) Exhibit 745A: conceptual plan.

- (2) Exhibit 745B: equivalency chart.
- (3) Exhibit 745C: mixed use development parking chart.
- (4) Exhibit 745D: tree survey.
- (5) Exhibit 745E: roadway cross sections.
- (6) Exhibit 745F: private permeable area plan.
- (7) Exhibit 745G: Subarea E and F development plan.
- (8) Exhibit 745H: Subarea E and F landscape plan. (Ord. Nos. 27713; 29786; 29804)

SEC. 51P-745.105. CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan. In the event of a conflict between the text of this article and the conceptual plan, the text of this article controls. Minor adjustments to final street alignments and locations are permitted at the time of platting without requiring an amendment to the conceptual plan. (Ord. 26372)

SEC. 51P-745.106. DEVELOPMENT PLAN.

(a) Prior to the issuance of a building permit for work other than repair of existing structures, demolition and grading, the installation of fencing or other structures for security purposes, work associated with permitted temporary uses, or work intended to provide for the irrigation or maintenance of landscaping, a development plan and landscape plan must be approved by the city plan commission. In the event of a conflict between the text of this article and the development plan, the text of this article controls.

(b) In addition to the requirements set forth in Section 51A-4.702, the submittal of a development plan must also include the following:

- (1) Cumulative floor area, number of dwelling units, number of multifamily dwelling units, and open space totals by use category for:
 - (A) the building site;
 - (B) the subarea in which the building site is located; and
 - (C) the Property.

(2) Sufficient information to verify compliance with the maximum floor area and floor area ratio requirements of this article.

(3) Ingress and egress locations.

(4) Landscape plan including a tree survey and special amenities.

(5) Dwelling unit density and floor area calculations for the Property must be referenced in accordance with the equivalency chart (Exhibit 745B).

(6) Roadway zone delineations referenced on the roadway cross sections.

(7) Designation of primary streets and secondary streets.

(c) For single family uses, a recorded plat may suffice as a development plan, provided it contains all of the required elements for a development plan.

(d) The portion of Section 51A-4.702(c) requiring submission of a development plan within six months of the city council's approval of this district does not apply.

(e) Signs are not required to be shown on a development plan.

(f) A development plan, landscape plan, and tree survey are not required to reflect the entire Property and may include only a portion of the Property.

(g) In Subareas E and F, use and development of the Property must comply with the Subarea E and F development plan (Exhibit 745G). If there is a conflict between the text of this article and the Subarea E and F development plan, the text of this article controls. (Ord. Nos.26372; 27713; 29804)

SEC. 51P-745.107. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted in this district are those main uses permitted in the MU-3 Mixed Use District, subject to the same conditions applicable in the MU-3 Mixed Use District, as set out in Chapter 51A. For example, a use permitted in the MU-3 Mixed Use District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the MU-3 Mixed Use District is subject to DIR in this district; etc.

(b) Residential adjacency review (RAR) is not required for uses in this district.

(c) In this district, the following main uses are also permitted:

(1) Residential uses.

- Single family.
- Handicapped group dwelling unit.
- (2) Retail and personal service uses.
 - Ambulance service.
 - Home improvement center, lumber, brick, or building materials sales yard. *[Limited to 15,000 square feet.]*
 - Surface parking.
- (3) Transportation uses.
 - Private street or alley.
- (d) In this district, the following main uses are prohibited:
 - (1) Agricultural uses.
 - Crop production.
 - (2) Institutional and community service uses.
 - Cemetery or mausoleum.
 - Halfway house.
 - (3) Lodging uses.
 - Overnight general purpose shelter.
 - (4) Miscellaneous uses.
 - Carnival or circus (temporary).
 - (5) Residential uses.
 - College dormitory, fraternity or sorority house.
 - (6) Retail and personal service uses.
 - Auto service center.
 - Car wash.
 - Commercial amusement (inside).
 - Commercial amusement (outside).

- Swap or buy shop.

(7) Transportation uses.

- Heliport.
- Helistop.
- Railroad passenger station.

(8) Utility and public service uses.

- Electrical substation.

(Ord. 26372)

SEC. 51P-745.108. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) In this district, the following accessory use is not permitted:

- Private stable.

(c) In this district, the following accessory uses are permitted by SUP only:

- Accessory medical/infectious waste incinerator.
- Accessory pathological waste incinerator.

(d) In Subarea B, the following additional accessory use is permitted **by right in conjunction with a shared access development**:

- Accessory community center (private). (Ord. Nos. 26372; 29786)

SEC. 51P-745.109. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

(a) Except as provided in this section, the yard, lot, and space regulations for the MU-3 Mixed Use District apply in this district.

(b) Window sills, bay windows, belt courses, cornices, other architectural features, and fireplace chimneys may project up to three feet into a required front, side, or rear yard.

(c) Unenclosed balconies, unenclosed patios, and stoops may project up to six feet into a required front, side, or rear yard, provided that the width of the encroachment is not greater than 12 feet.

(d) The residential proximity slope provisions of Section 51A-4.125(f)(4)(E)(i) apply only if the site of origination is property outside this district that is zoned as an R or R(A) Single Family District and is developed with a single family use on June 14, 2006.

(e) That portion of the lot or building site designated as open space is not included in lot coverage.

(f) Subarea A.

OMMITTED FOR BREVITY

(g) Subarea B.

(1) Front yard.

(A) Minimum.

front yard is 10 feet. (i) Except as provided in this subparagraph, minimum

yard is required. (ii) For lots fronting on a mews street, no minimum front

required. (iii) For single family structures, no minimum front yard is

(B) Maximum.

front yard is 16 feet. (i) Except as provided in this subparagraph, maximum

is five feet. (ii) For lots fronting on a mews street, maximum front yard

(C) Facade location.

(i) Except as provided in Provisions (ii) and (iii), a portion of the front facade equal to at least 50 percent of the length of the lot, excluding pedestrian and vehicular ingress and egress points, must be located within the area between the minimum and maximum front yard setback. The remainder of the front facade (less than 50 percent of the length of the lot) must comply only with the minimum front yard setback.

(ii) For lots fronting a mews street, a portion of the front facade equal to at least 50 percent of the length of the lot, excluding pedestrian and vehicular ingress and egress points, must be located within the area between the front property line and the maximum front yard setback. The remainder of the front facade (less than 50 percent of the length of the lot) is not required to comply with the maximum front yard setback.

(iii) For single family uses, there are no facade locating requirements.

(D) Landscape walls. Landscape walls may be located anywhere in the required front yard, subject to compliance with visual obstruction regulations.

(E) Projections.

(i) Window sills, belt courses, cornices, or other architectural features may project up to 12 inches into the required front yard and right-of-way subject to a license for use of the public right-of-way.

(ii) Cantilevered roof eaves, attached signage, steps, stoops, and balconies may project up to six feet into the required front yard and right-of-way subject to a license for use of the public right-of-way, with a minimum clearance of 10 feet above grade, provided the projection is no greater than 14 feet in width.

(2) Side and rear yard.

(A) In general. Except as provided in this paragraph, minimum side and rear yard is six feet, except that for lots with single family uses no minimum interior side, side or rear yard is required.

(B) Landscape walls. Landscape walls may be located anywhere in the required side and rear yard.

(C) Projections. Window sills, belt courses, cornices, steps, stoops, or other architectural features may project up to 12 inches into the required side and rear yards. Cantilevered roof eaves, steps, stoops, and balconies may project up to three feet into the required side and rear yards.

(3) Dwelling unit density. Maximum dwelling unit density is 120 units per acre. See Section 51P-745.110 for additional provisions on density.

(4) Floor area ratio. Maximum floor area ratio is 4.0. See Section 51P-745.110 for additional provisions on floor area.

(5) Height. Unless further restricted under Subsection (d), maximum structure height is 240 feet.

(6) Lot coverage. Maximum lot coverage is 90 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(7) Lot size. No minimum lot size.

(8) Open space. Minimum open space is four acres.

(9) Shared access developments. Except as provided in this subparagraph, shared access developments must comply with Section 51A-4.411. Subject to the final plat providing no dead end streets, there is no maximum number of lots that may be connected or combined. For purposes of this subparagraph, a cul-de-sac or a shared access area containing a maximum linear distance of 150 feet are not considered dead end streets.

(10) Fence, screening and visual wall obstruction regulations.

(A) Except as provided in this paragraph, a perimeter fence may not exceed eight feet.

(B) Along Treehouse Lane, a fence may not exceed six feet.

(11) Enclosed parking space setback for single family uses.

(A) For single family uses, a parking space in an enclosed structure may be within 20 feet of the right-of-way line adjacent to a street or alley if:

(i) the parking space can be entered directly only from a street or alley that is not designated as a thoroughfare in the city's thoroughfare plan;

(ii) the garage door has a remote automatic control installed that is maintained in working condition; and

(ii) no portion of the garage door encroaches into the public right-of-way when it opens or closes.

(B) Vehicles are prohibited from parking in a driveway for single family uses that is less than 20 feet in length.

- (h) Subareas C and E.

OMMITTED FOR BREVITY

- (i) Subareas D and F.

OMMITTED FOR BREVITY

SEC. 51P-745.110. MAXIMUM DENSITY, FLOOR AREA, AND EQUIVALENCIES.

OMMITTED FOR BREVITY

SEC. 51P-745.111. VISUAL OBSTRUCTION REGULATIONS.

(a) Except as provided in this section, the visual obstruction regulations in Section 51A-4.602(d) apply.

(b) In this district VISIBILITY TRIANGLE means the portion of a corner lot within a triangular area formed by connecting together the point of intersection of adjacent street curb lines (or, if there are no street curbs, what would be the normal street curb lines) and points on each of the street curb lines 30 feet from the intersection.

(c) Landscape walls exceeding 18 inches in height may not be located in a visibility triangle. (Ord. Nos. 26372; 27713; 29785)

SEC. 51P-745.112. OFF-STREET PARKING AND LOADING.

(a) In general. Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) Multifamily. A minimum of one space per unit is required for units with one bedroom or fewer, and a minimum of 1.5 spaces per unit is required for units with two bedrooms or more.

- (c) Parking reductions for proximity to DART light rail stations.

(1) Parking for all uses, except residential uses, which are located within ¼ mile of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 20 percent.

(2) Parking for all uses, except residential uses, which are located more than ¼ mile but ½ mile or less from a DART light rail station may be reduced by 20 percent

provided there is a minimum six-foot-wide pedestrian connection on the east side of Manderville Lane from Subareas C and D to the closest DART light rail station. Pedestrian connections must be illuminated such that a minimum maintained average illumination level of 1.5 footcandles is provided.

(3) Measurements to a light rail station may be calculated as a radial measurement from the nearest point of the light rail station to the nearest point of the lot containing the use.

(d) Screening of off-street loading spaces and service areas.

(1) Off-street loading spaces and service areas must be screened from all public streets, and from all adjoining property whether abutting or directly across a street or alley.

(2) The screening must be at least six feet in height measured from the horizontal plane passing through the nearest point of the off- street loading space and may be provided by using any of the methods for providing screening described in Section 51A-4.602(b)(3), except that screening around service areas for trash collection must be screened by a masonry wall.

(e) Parking structures. Below-grade parking structures may project to the lot line.

(f) Compact parking. No more than 35 percent of the required parking spaces for any use may be provided by compact (7.5-foot-wide) stalls.

(g) On-street parking credit. Required parking for non-residential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations.

(1) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(2) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 =$ one-third). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(h) Tandem parking. Tandem parking is permitted for single family uses.

(i) Mixed use development parking reduction.

(1) In general.

(A) The off-street parking requirement for a mixed use development may be reduced in accordance with the mixed use development (MUD) parking chart (Exhibit 745C).

(B) For purposes of this section, mixed use development means a subarea with more than one main use.

(C) This reduction may be used in combination with other parking reductions, except that the standard requirement for a mixed use development may not be reduced by more than 30 percent.

(2) Calculation of adjusted standard off-street parking requirement. The adjusted off-street parking requirement for a mixed use development is calculated as follows:

(A) First, the standard parking requirements for each of the uses in the mixed use development must be ascertained.

(B) Next, the parking demand for each use is determined for each of the five times of day shown in the MUD parking chart by multiplying the standard off-street parking requirement for each use by the percentage in the chart assigned to the category of use. If a use in the development does not fall within one of the categories shown in the MUD parking chart, the percentage assigned to that use is 100 percent for all five times of day.

(C) Finally, the "time of day" columns are totaled to produce sums that represent the aggregate parking demand for the development at each time of day. The largest of these five sums is the adjusted off-street parking requirement for the development.

(3) Minimum parking requirement. If one or more of the main uses in a mixed use development is a retail or personal service use, the minimum parking requirement for the mixed use development cannot be reduced to a number of spaces that is less than the sum of the standard parking spaces required for each of the retail and personal service uses in the mixed use development.

(j) Parking setback. Except for below-grade parking, parking is prohibited in a required front yard. (Ord. 26372)

SEC. 51P-745.113. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 26372)

SEC. 51P-745.114. LANDSCAPING.

(a) Landscape plan.

(1) Except as provided in this section, a landscape plan must be submitted with the development plan and approved by the city plan commission before issuance of a building permit to authorize work in this district. The landscape plan must include any relevant parkway area and roadway zones. For Subarea B, a landscape plan must be submitted to the building official for each area of a shared access development before the issuance of a building permit to authorize work in each area.

(2) A landscape plan submission must consist of two blue line or black line prints. The plan must have a scale of one inch equals 50 feet or larger (e.g. one inch equals 40 feet, one inch equals 30 feet, etc.) and be on a standard drawing sheet of a size not to exceed 36 inches by 48 inches. A plan which cannot be drawn in its entirety on a 36 inch by 48 inch sheet must be drawn with appropriate match lines on two or more sheets.

(3) A landscape plan must contain the following information:

(A) Date, scale, north point, and the names, addresses, and telephone numbers of both the property owner and the person preparing the plan.

(B) Location of existing boundary lines and dimensions of the lot, the zoning classification of the lot, and the subarea classification of adjacent properties. A vicinity map should also be attached to or made a part of the plan.

(C) Approximate centerlines of existing water courses and the location of the 100-year flood plain, the escarpment zone, and geologically similar areas, if applicable; the approximate location of significant drainage features; and the location and size of existing and proposed streets and alleys, utility easements, driveways, and sidewalks on or adjacent to the lot.

(D) Project name, street address, and lot and block description.

(E) Location, height, and material of proposed screening and fencing (with berms to be delineated by one-foot contours).

(F) Locations and dimensions of proposed landscape buffer strips.

(G) Complete description of plant materials shown on the plan, including names (common and botanical name), locations, quantities, container or caliper sizes at installation, heights, spread, and spacing. The location and type of all existing trees on the lot over six inches in caliper must be specifically indicated.

(H) Complete description of landscaping and screening to be provided in or near off street parking and loading areas, including information as to the amount (in square feet) of landscape area to be provided interior to parking areas and the number and location of required off-street parking and loading spaces.

(I) An indication of how existing healthy trees proposed to be retained will be protected from damage during construction.

(J) Size, height, location, and material of proposed seating, lighting, planters, sculptures, and water features.

(K) A description of proposed watering methods.

(L) Location of visibility triangles on the lot (if applicable).

(M) Tabulation of points earned by the plan (See Subsection (f)).

(4) Landscape plan review.

(A) The city plan commission shall review each landscape plan submitted to determine whether or not it complies with the requirements of this section. All landscape plans must comply with the mandatory provisions in Subsection (e). In addition, all landscape plans must earn a minimum of 20 points. Points are awarded for specified landscape features and elements based on their relative value or merit.

(B) The alternatives from which an applicant may select to achieve the minimum point score needed for approval are referred to in this section as design standards and are set forth in Subsection (f).

(5) In Subareas E and F, landscaping must comply with the Subarea E and F landscape plan (Exhibit 745H). If there is a conflict between the text of this article and the landscape plan, the text of this article controls.

(b) Application of section. Except as otherwise provided, this section applies when an application for a building permit for work is made, unless the application is for:

(1) the repair of existing structures, demolition and grading, the installation of fencing or other structures for security purposes, work associated with permitted temporary uses, or work intended to provide for the irrigation or maintenance of landscaping; or

(2) restoration of a building that has been damaged or destroyed by fire, explosion, flood, tornado, riot, act of a public enemy, or accident of any kind. For purposes of this subsection, “restoration” means

- (A) the act of putting back into a former or original state; or
- (B) construction work that does not increase:
 - (i) the number of buildings on the lot;
 - (ii) the number of stories in a building on the lot;
 - (iii) the floor area of a building on the lot by more than 10 percent or 10,000 square feet, whichever is less; or
 - (iv) the nonpermeable coverage of the lot by more than 2,000 square feet.

(3) Notwithstanding the provisions of this subsection, tree mitigation requirements must be met in accordance with the provisions of this article.

(c) Consistency. The city council shall, at a minimum, impose landscaping requirements consistent with the standards and purposes of this section as a part of all ordinances establishing or amending any subarea.

(d) Special exception. The board of adjustment may grant a special exception to the landscaping requirements of this section upon making a finding from the evidence presented that strict compliance with the requirements of this section will result in substantial financial hardship or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives and purposes of this section.

(e) Mandatory provisions.

(1) Trees.

(A) Tree planting zone. For purposes of this section, the tree planting zone is that area parallel to and between two-and-one-half and four feet from the back of the projected street curb. (The tree planting zone is in the parkway. Note that the property owner must apply for a parkway landscape permit before any required trees may be planted in the parkway. See Paragraph (3) for more details regarding the parkway landscape permit.)

(B) Number, location, and type of trees required. Each lot must have one or more trees whose trunks are located wholly within the tree planting zone. The number of required trees is determined by dividing the number of feet of lot frontage

by 25. Fractions are rounded to the nearest whole number, with .5 being rounded up to the next higher whole number. All required trees must be recommended for local area use by the director of parks and recreation. If a property owner cannot obtain a parkway landscape permit to locate a required tree in the parkway, the property owner shall locate the tree in the required front yard as near as practicable to the front lot line. If a lot has no front yard requirement and the property owner cannot obtain a parkway landscape permit to locate the required tree in the parkway, the property owner need not provide that required tree.

(C) Minimum tree height and trunk caliper. Required trees must have a minimum height of 14 feet and a minimum trunk caliper of three-and-one-half inches measured at a point 12 inches above the root ball.

(D) Tree spacing requirements. Required trees must be spaced as uniformly as practicable. The trunk of a required tree must be within 50 feet of another required tree.

(2) Private license granted.

(A) The city council hereby grants a revocable, non-exclusive license to the owners, or with the written consent of the owner, to the tenants or designated property owners association ("property owner") of all Property in this district for the exclusive purpose of complying with Subsection (e). A property owner is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway landscape permit in accordance with the Dallas Building Code, or Paragraph (3). This private license shall not terminate at the end of any specific time period, however, the city council reserves and has the absolute right to terminate this license at will, by resolution passed by the city council, any time such termination becomes necessary. The determination by the city of the necessity for such termination shall be final and binding and the city shall become entitled to possession of the premises without giving any notice and without the necessity of legal proceedings to obtain possession whenever in its judgment the purpose or use of this license is inconsistent with the public use of the right-of-way or when the purpose or use of this license is likely to become a nuisance or a public safety issue. Upon termination of the license by the city council, each property owner shall remove all improvements and installations in the public rights-of-way in a manner satisfactory to the director of public works and transportation.

(B) Upon the installation of landscaping and related amenities, such as irrigation systems, in the public rights-of-way, the property owner shall procure, pay for and keep in full force and effect commercial general liability insurance coverage with an insurance company authorized to do business in the State of Texas and otherwise acceptable to the city, covering, but not limited to, the liability assumed under the license granted herein, with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence, \$2,000,000 annual aggregate. Coverage under this liability policy shall be on an "occurrence" basis and the city shall be named as additional insured. Proof of such insurance shall be sent to: Office of Risk

Management, City of Dallas, 1500 Marilla, 1/C/North, Dallas, Texas 75201 and the policy shall provide for 30 days prior written notice to the office of risk management of cancellation, expiration, non-renewal or material change in coverage. All subrogation rights for loss or damage against the city are hereby waived to the extent it is covered by this liability insurance policy.

(C) Each property owner shall be responsible for maintaining the landscaping and related amenities in good repair and condition and to keep the premises safe and from deteriorating in value or condition, at no expense to the city, and the city shall be absolutely exempt from any requirements to make repairs or to maintain the landscaping and related amenities. The granting of a license for landscaping and related amenities under this section does not release the property owner from liability in the installation or maintenance of trees, landscaping, and related amenities in the public right-of-way.

(3) Parkway landscape permit.

(A) It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees, landscaping, sidewalks, or related amenities in the parkway. An application for a parkway landscape permit must be made to the director of public works and transportation before an application for a building permit is made for work on the lot. The application must be in writing on a form approved by the director and accompanied by plans or drawings showing the area of the parkway affected and the planting or other amenities proposed.

(B) Upon receipt of the application and any required fees, the director shall circulate it to all affected city departments and utilities for review and comment. If, after receiving comments from affected city departments and utilities, the director determines that the construction and planting or other amenities proposed will not be inconsistent with and will not unreasonably impair the public use of the right-of-way, the director shall issue a parkway landscape permit to the property owner; otherwise, the director shall deny the permit.

(C) A property owner is not required to comply with any parkway landscaping requirement of this section if compliance is made impossible due to the director of public works and transportation's denial of a parkway landscape permit

(D) A parkway landscape permit issued by the director is subject to immediate revocation upon written notice if at any time the director determines that the use of the parkway authorized by the permit is inconsistent with or unreasonably impairs the public use of the right-of-way. The property owner is not required to comply with any parkway landscaping requirement of this section if compliance is made impossible due to the director's revocation of a parkway landscape permit.

(E) The issuance of a parkway landscape permit under this section does not excuse the property owner, his agents, or employees from liability in the installation or maintenance of trees or other amenities in the public right-of-way.

(4) Acceptable landscape materials.

(A) No artificial plant materials may be used to satisfy the requirements of this section.

(B) Plant materials used to satisfy the requirements of this section must comply with the following minimum size requirements at the time of installation:

(i) Large trees must have a minimum caliper of three inches, or a minimum height of twelve feet, depending on the standard measuring technique for the species.

(ii) Small trees must have a minimum height of six feet.

(iii) Large shrubs must have a minimum height of three feet.

(C) For purposes of Subparagraph (4)(B), “height” is measured from the top of the root ball or, if the plant is in a container, from the soil level in the container.

(D) In satisfying the landscaping requirements of this section, the use of high quality, hardy, and drought tolerant plant materials is recommended and encouraged.

(5) Soil requirements.

(A) Except as otherwise provided in this paragraph, landscape planting areas in general must have the following soil depths and dimensions:

(i) For each large shrub or small tree installation, a minimum of 24 inches of soil depth and 16 square feet of surface area (total of 32 cubic feet).

(ii) For each large tree installation, a minimum of 36 inches of soil depth and 25 square feet of surface area (total of 75 cubic feet).

(B) Landscape planting areas located above underground buildings or structures must have the following soil depths and dimensions:

(i) For each large shrub or small tree installation, a minimum of 30 inches of soil depth and 25 square feet of surface area (total of 62.5 cubic feet).

(ii) For each large tree installation, a minimum of 40 inches of soil depth and 36 square feet of surface area (total of 120 cubic feet).

(C) The building official may waive the minimum soil requirements if a landscape architect certifies that the proposed alternative soil depths and dimensions are sufficient to support the healthy and vigorous growth of the plant materials affected.

(6) Protection of landscape areas. Required landscape areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops, or other permanent barriers.

(7) Irrigation requirements. Required plant materials must be located within 100 feet of a verifiable water supply. Proposed watering methods (irrigation or otherwise) must be:

(A) indicated on the landscape plan; and

(B) adequate to maintain the plant materials in a healthy, growing condition at all times.

(8) Pedestrian scale lighting. Pedestrian scale lighting that provides a minimum maintained average illumination level of 1.5 footcandles along all sidewalks on or adjacent to the lot and adjacent to a public street must be provided. PEDESTRIAN SCALE LIGHTING means that the light emanates from a source that is no more than 15 feet above the grade of the sidewalk. The design and placement of both the standards and fixtures must be approved by the director of public works and transportation. Unless otherwise provided for, each property owner is responsible for the cost of installation, operation and maintenance of the lighting on their property or in the public right-of-way adjacent to their property.

(9) Sidewalks. Except as provided in this paragraph, a minimum six-foot-wide sidewalk must be provided in an area parallel to and between four and 12 feet from the back of the projected street curb. If necessary to protect an existing tree, the building official may allow a sidewalk to be provided in another location. If the sidewalk is to be located in the front yard, the property owner must dedicate a sidewalk easement to the city to assure its availability to the public as a permanent pedestrian way.

(f) Design standards. To earn points under this subsection, landscape areas must be placed in the front yard of a building site. For purposes of this subsection, a front yard may include those areas of the public right-of-way or roadway zone located behind the curb that are used for streetscape.

(1) Percentage of front yard area. One point is awarded for each three percent of the total front yard area provided as landscape area to a maximum of 15 points if the landscape area:

- (A) is at least 50 square feet;
 - (B) is covered with grass or other plant material as ground cover;
- and

(C) for every 100 square feet of landscape area, or fraction thereof has a minimum of:

- (i) one large canopy tree (See Paragraph (3) regarding credit for retention or relocation of existing trees);
- (ii) three small trees;
- (iii) two small trees and one large shrub;
- (iv) one small tree and two large shrubs; or
- (v) three large shrubs.

(2) Parking concealment. Five points are awarded for providing all required parking in structures which:

- (A) have all facades covered with the same material as the main building; or
- (B) are totally underground.

(3) Existing tree credits. Existing healthy trees are categorized in accordance with the definitions of this section and credited toward meeting design standards as follows:

(A) For each tree retained or relocated to the front yard of the building site or to the parkway, having a caliper equal to or greater than four inches but less than six inches, a credit of one required large tree is allowed.

(B) For each tree retained or relocated to the front yard of the building site or to the parkway, having a caliper equal to or greater than six inches but less than 12 inches, a credit of two required large trees is allowed.

(C) For each tree retained or relocated to the front yard of the building site, to the parkway, or within any of the subareas having a caliper equal to or greater than 12 inches, a credit of three required large trees is allowed.

(4) Special amenities.

(A) Enhanced pavement material.

(i) Three points are awarded when at least 50 percent of all outdoor vehicular pavement area in the front yard(s) of a lot consists of enhanced pavement. (Note: All vehicular pavement must comply with the construction and maintenance provisions for off-street parking in the Dallas Development Code, as amended.)

(ii) Three points are awarded when at least 50 percent of all outdoor pedestrian pavement area consists of enhanced pavement. (Note: All pedestrian pavement material and design must be approved by the director of public works and transportation.)

(B) Pedestrian facilities. One point is awarded for each one percent increment of lot area covered by publicly accessible special pedestrian facilities and features such as plazas, covered walkways, fountains, lakes and ponds, seating areas, bicycle racks, and outdoor recreation facilities, up to a maximum of five points.

(g) Tree preservation, removal, and replacement. A property owner may follow the provisions of Division 51A-10.130 or the following:

(1) This subsection applies to all Property within this district except for lots smaller than two acres in size that contain single family (including duplex and townhouse) uses.

(2) The tree survey (Exhibit 745D) shall serve as the basis for tree preservation, removal, and replacement activity.

(3) Tree preservation may be accomplished by planting replacement trees anywhere within this district.

(4) Trees which are preserved in or relocated to a park, a conservation easement, designated open space, or area shown on a development plan shall receive a 2:1 caliper inch credit which may be applied toward meeting the requirement of this subsection.

(5) The city arborist must approve all tree preservation, removal, and replacement activity.

(6) Tree replacement is required within 12 months after issuance of a final certificate of occupancy for structure in the area identified on an approved development plan. Subject to the provisions of this section regarding tree credits, the total caliper inches of replacement trees must equal or exceed the total caliper inches of

protected trees removed, including those protected trees removed prior to demolition activity.

(h) When landscaping must be completed.

(1) Except as otherwise provided in Paragraph (2), all landscaping must be completed in accordance with the approved landscape plan before a certificate of occupancy may be issued for any building on the lot.

(2) If the property owner provides the building official with documented assurance that the landscaping will be completed within six months, the building official may issue one six-month temporary certificate of occupancy and permit the property owner to complete his landscaping during the six-month period.

(A) For purposes of this subsection, DOCUMENTED ASSURANCE means a copy of a valid contract to install the landscaping in accordance with the landscape plan within the six-month period; or a set of deed restrictions containing a covenant to install the landscaping in accordance with the landscape plan within the six-month period.

(B) The deed restrictions must:

- (i) expressly provide that they may be enforced by the city;
- (ii) be approved as to form by the city attorney; and
- (iii) be filed in the deed records of the county in which the land is located.

(i) General maintenance. Required landscaping must be maintained in a healthy, growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning, and other maintenance of all plantings as needed. Any plant that dies must be replaced with another living plant that complies with the approved landscape plan within 90 days after notification by the city.

(j) Subarea B.

(1) Single family uses. Single family uses must comply with the following requirements:

(A) A minimum of 20 percent of the aggregate land area of all shared access developments in Subarea B must be designated as landscape area. Designated landscape area must consist of all areas within a shared access development except for platted residential lots and driving surfaces. For purposes of this subsection, consolidated open space, pedestrian way open space, mid-block open space, and

modified mid-block open space located as shown on the private permeable area plan (Exhibit 745F) are considered landscape area.

(B) One site tree must be provided for every 4,000 square feet within a shared access development. Every site tree must have a planting area of at least 25 square feet. The trunk of any site tree must be located at least two-and-one-half feet from any pavement. Site trees must be species listed in Section 51A-10.134.

(C) In addition to any site trees, one tree must be provided for every 40 feet of street frontage, excluding shared access points, with a minimum of two street trees required. Street trees may be located within the front yard or parkway if all private licensing requirements of the city code and charter are met. In this paragraph, PARKWAY means the portion of a street right-of-way between the projected street curb and the front lot line or corner side lot line. If the director determines that a tree would interfere with utility lines, a substitute street tree from a species listed in Section 51A-10.134 may be provided.

(D) Required street trees may be located anywhere in Subarea B.

(2) Private permeable area plan for a shared access development.

(A) For a shared access development, consolidated open space, pedestrian way open space, mid-block open space, and modified mid-block open space must be provided as shown on the private permeable area plan (Exhibit 745F).

(B) Dimensional revisions to consolidated open space areas 1 through 8 may be considered if requested revisions provide for no reduction in land area for each area, using the director procedure in Section 51A-4.702(h)(2)(A). For purposes of this subparagraph, Section 51A-4.702(h)(2)(A)(ii)(aa) does not apply.

(C) Dimensional revisions to a pedestrian way open space may be considered if requested revisions provide for not less than 18 feet of width for each area, using the director procedure in Section 51A-4.702(h)(2)(A). For purposes of this subparagraph, Section 51A-4.702(h)(2)(A)(ii)(aa) does not apply.

(D) Dimensional revisions to a mid-block open space may be considered if requested revisions provide for not less than 10 feet of width for each area, using the director procedure in Section 51A-4.702(h)(2)(A). For purposes of this subparagraph, Section 51A-4.702(h)(2)(A)(ii)(aa) does not apply.

(E) Roof eaves may project into a pedestrian way open space and mid-block open space up to two feet, with a minimum clearance of 10 feet above grade.

(F) Each pedestrian way open space area, as shown on the private permeable area plan (Exhibit 745F), must be 100 percent permeable except

sidewalks no more than four feet in width, steps, stoops, retaining walls, and landscape walls.

(G) Each mid-block open space, as shown on the private permeable area plan, must contain a minimum width of 10 feet and must be 90 percent permeable. For purposes of this subparagraph, brick pavers or similarly small dimensioned material are considered permeable. Nonpermeable sidewalk construction is prohibited.

(H) Each modified mid-block open space, as shown on the private permeable area plan, must be 90 percent permeable. For purposes of this subparagraph, brick pavers or similarly small dimensioned material are considered permeable. Nonpermeable sidewalk construction is prohibited.

(I) If consolidated open space area 3 is developed with a swimming pool and associated structures and improvements, a minimum of 45 percent of the land area must be covered by natural grass, ground cover, or other natural plant materials (excluding screening).

(3) Tree preservation, removal, and replacement for single family uses. Tree preservation, removal and replacement must comply with Division 51A-10.130.

(4) Mitigation calculations. Within five years after issuance of a grading permit, the Property owner shall present to the building official the total mitigation calculation including mitigation amount less trees planted. This term may be extended by two one-year extensions to be mutually agreed by the building official and Property owner. (Ord. No. 26372; 27713; 29785; 29804)

SEC. 51P-745.115. BUILDING ELEMENTS AND DESIGN STANDARDS.

(a) In general.

(1) Applicability.

(A) Except as provided in this section, building elements and design standards apply to all buildings within the district.

(B) Single family uses in Subarea B are not subject to this section.

REMINDER OF SECTION OMMITED FOR BREVITY

SEC. 51P-745.116. SIGNS.

(a) In general. Except as otherwise provided in this section, signs must comply with the provisions for business zoning districts in Article VII.

(b) A-frame signs. A-frame signs are permitted to identify a business in accordance with the following provisions:

- (1) The maximum size of the sign is 32 inches wide and 36 inches tall.
- (2) The maximum effective area per side is 1,200 square inches.
- (3) A-frame signs may only be displayed when the business that it is identifying is open.
- (4) A-frame signs may be located on the sidewalk or in the front yard of the business that it is identifying, provided a minimum of four feet of unobstructed sidewalk area is provided, and all necessary licenses and permits have been obtained.
- (5) Only one A-frame sign is permitted per business.
- (6) A-frame signs must be separated by a minimum of 50 feet.
- (7) A-frame signs may not be located closer than 25 feet to a street intersection. (Ord. Nos. 26372; 27713)

SEC. 51P-745.117. ADDITIONAL PROVISIONS.

(a) In Subarea B, platting must comply with Article VIII. No more than 350 lots may be platted as a shared access development subject to a final plat providing for no dead end streets. For purposes of this subsection, a cul-de-sac or a shared access area containing a maximum linear distance of 150 feet are not considered dead end streets.

(b) Before the final inspection of the first single family dwelling unit, an eight inch water main must be provided to serve the shared access development, with final design and construction approved by Dallas Water Utilities.

(c) An accessory community center (private) may be located in a common area or open space lot.

(d) A shared access easement may be provided in accordance with the roadway cross section Exhibit 745E.

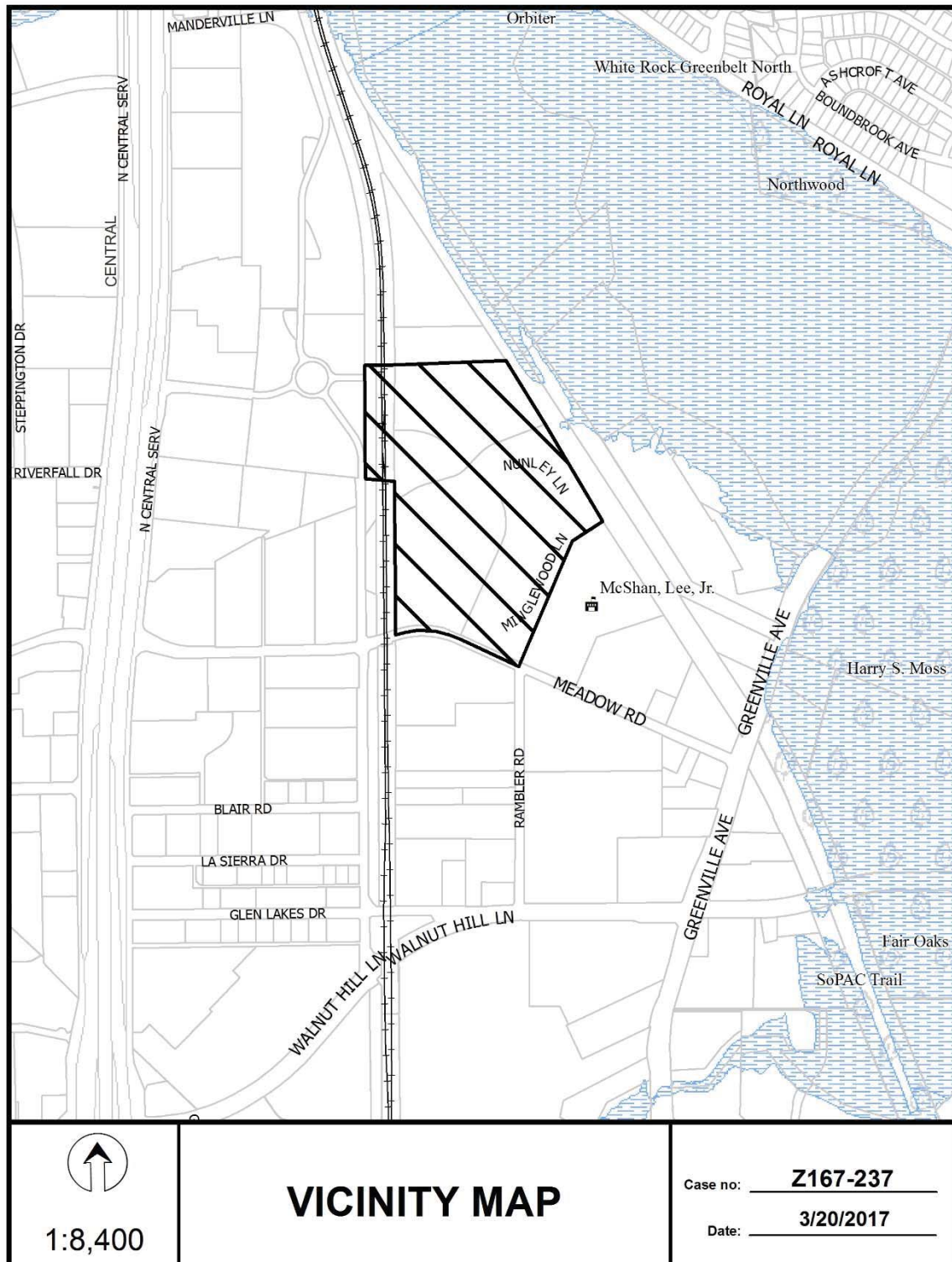
(e) The Property must be properly maintained in a state of good repair and neat appearance.

(f) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. Nos. 26372; 29875)

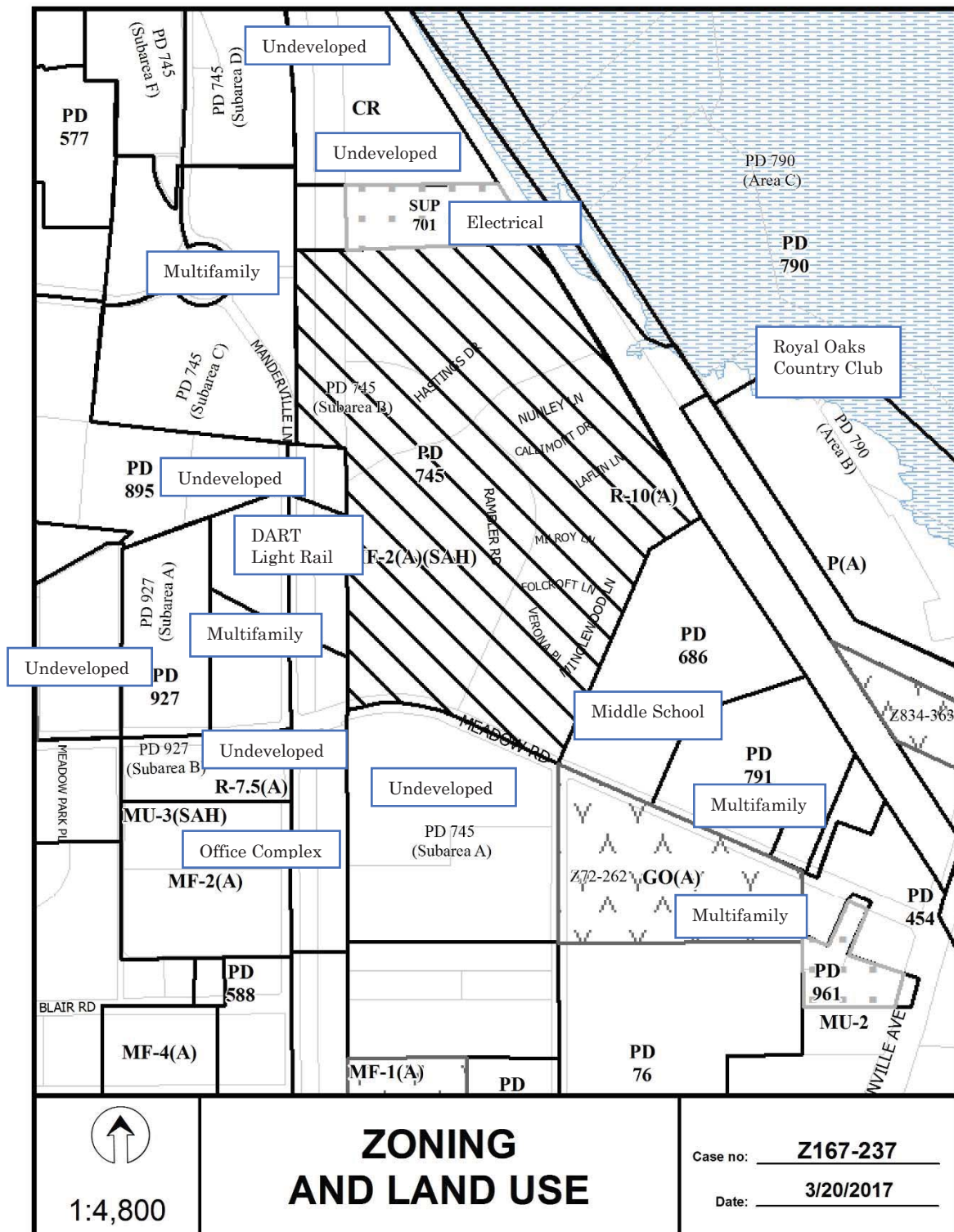
SEC. 51P-745.118. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

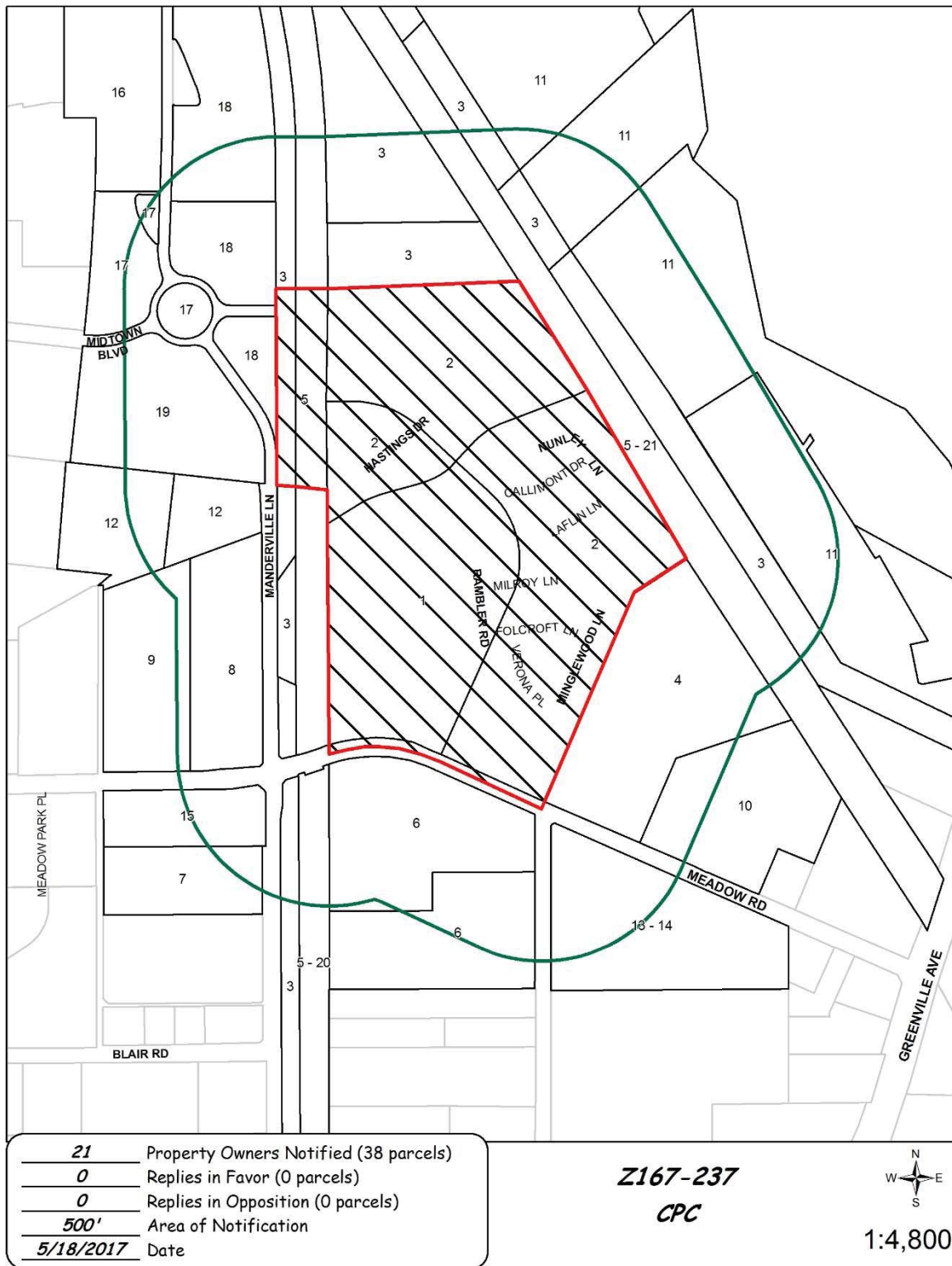
(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this subdistrict until there has been full compliance with this division, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 26372)







CPC RESPONSES



05/17/2017

Reply List of Property Owners***Z167-237******21 Property Owners Notified******0 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	8232	MEADOW RD	TKG VALENCIA MIDTOWN LLC
2	8215	MEADOW RD	HT MIDTOWN LP
3	7700	GLEN LAKES DR	TEXAS UTILITIES ELEC CO
4	8307	MEADOW RD	Dallas ISD
5	401	S BUCKNER BLVD	DART
6	7615	RAMBLER RD	MP DALLAS PROJECT OWNER LLC
7	7777	MANDERVILLE LN	PEARL INV INC
8	8175	MEADOW RD	MEADOWS REDEVELOPMENT LTD
9	8111	MEADOW RD	FIRST BAPTIST REALTY LLC
10	8325	MEADOW RD	PARK CENTRAL RESIDENTIAL LLC
11	7800	GREENVILLE AVE	ROYAL OAKS COUNTRY CLUB
12	8109	MANDERVILLE LN	COMMODORE PARTNERS LTD
13	8350	MEADOW RD	TEXAS HEALTH RESOURCES
14	8330	MEADOW RD	PECAN CREEK OWNERS ASSOCI
15	8160	MEADOW RD	ADORA 9 REALTY
16	8401	MANDERVILLE LN	DOMAIN AT MIDTOWN PARK LTD
17	8101	MANDERVILLE LN	DOMAIN AT MIDTOWN PARK LTD
18	8182	MANDERVILLE LN	LEGACY AT MIDTOWN PARK INC
19	8180	MIDTOWN BLVD	BRAZOS TEXAS LAND DEVELOPMENT LLC
20	401	S BUCKNER BLVD	DART
21	401	S BUCKNER BLVD	DART

AGENDA ITEM # 75

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 46 V

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the creation of a Subdistrict to allow a foster care use on property zoned Planned Development District No. 764, the Second Avenue Special Purpose District, on the east corner of Second Avenue and Reed Lane

Recommendation of Staff: Denial

Recommendation of CPC: Approval, subject to conditions
Z167-245(PD)

FILE NUMBER: Z167-245 (PD)

DATE FILED: March 13, 2017

LOCATION: East corner of Second Avenue and Reed Lane

COUNCIL DISTRICT: 7

MAPSCO: 46-V

SIZE OF REQUEST: ±9,700 sq. ft.

CENSUS TRACT: 39.01

REPRESENTATIVE/

APPLICANT: Rickey Lyons

OWNER: Britney L. Watson

REQUEST: An application to create a Subdistrict to allow a foster care use on property zoned Planned Development District No. 764, the Second Avenue Special Purpose District.

SUMMARY: The applicant proposes to allow a foster home use in the proposed subdistrict only.

CPC RECOMMENDATION: Approval, subject to conditions.

STAFF RECOMMENDATION: Denial.

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- On August 8, 2007, the City Council approved Planned Development District No. 764.
- In February 2014, the City Council created Subdistrict 1 within Planned Development District No. 764 for NC Neighborhood Commercial uses. The Subdistrict allows for the existing retail and commercial businesses to display merchandise outside on their properties. The outside display and outside storage would be an accessory use to the main use and would be limited to 5 percent of the lot.
- The structure was built in 1964 and is currently vacant.
- The proposed subdistrict will allow for a foster home use to operate within a 4,950 square foot building. The last Certificate of Occupancy was issued in 2004 for a retail and personal service use.
- The applicant is proposing to operate a foster home use that will house 20 girls ages 9 to 18 years. The proposed foster home use will have three employees. The facility will operate 24 hours a day, 7 days a week.
- The foster home use must also comply with statutory licensing requirements by the state, current Building Code, Fire Code and all applicable state and federal requirements for the Americans with Disabilities Act, ADA.

Zoning History: There have been no recent zoning requests within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Proposed ROW
2 nd Avenue	Principal Arterial	80 ft.

Land Use:

	Zoning	Land Use
Site	PDD No. 764	Developed, Vacant
East	PDD No. 764	Undeveloped
South	PDD No. 764	Church
West	PDD No. 595 (R-5(A))	Mildred L. Dunn Park
North	PDD No. 764	Undeveloped

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The applicant's request is not consistent with the following goals and policies of the Comprehensive Plan. The request site is within a retail corridor that is located within the Southern Sector. The proposed request for a foster home use will not provide additional small business and employment opportunities within the southern sector and is therefore not in compliance with the forwardDallas! Comprehensive Plan.

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.2 Focus on Southern Sector development opportunities.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.3 Support efforts to grow retail and residential opportunities in the Southern Sector.

STAFF ANALYSIS:

Land Use Compatibility:

The site is currently developed with a 4,950 square foot vacant one-story building, formerly used as a general merchandise or food store less than 3,500 square feet along the 2nd Avenue frontage. The applicant is planning to utilize the existing structure for a foster home. The structure will house approximately 20 girls and three employees. The bedroom sizes are proposed at 60 square feet per child.

The property is surrounded by retail and personal service uses and commercial service uses along the 2nd Avenue corridor to the north, east and south of the request site with a single family use to the west.

The adjacent and surrounding uses are incompatible with the proposed use on the subject property. Staff recommends denial based on the zoning change being inconsistent with the current land use and future land use goals in Planned Development District No. 764. Presently, PDD No. 764 prohibits residential uses. Therefore, staff does not see a land use rationale to support a foster home use in a nonresidential zoning district.

Development Standards:

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
PDD No. 764	0'	15' adjacent to residential OTHER: No Min.	0.75 FAR	30' 2 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and has no objection to the proposed use.

Parking:

The proposed foster home use requires that two parking spaces be provided. The applicant is proposing five parking spaces. No significant increase in the number of vehicles will be generated.

Landscaping:

Landscaping required per Article X of the Dallas Development Code. The request site will not trigger any landscaping requirements because there are no increases in impervious surfaces or floor area.

**City Plan Commission Action:
May 18, 2017**

Motion: It was moved to recommend **approval** of the creation of a new subdistrict to allow a foster care use within Planned Development District No. 764, the Second Avenue Special Purpose District, on the east corner of 2nd Avenue and Reed Lane.

Maker: Mack
Second: Anglin
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Ridley

Against: 0
Absent: 4 - Anantasomboon, Schultz, Murphy, Tarpley
Vacancy: 0

Notices: Area: 500 Mailed: 71
Replies: For: 1 Against: 0

Speakers: For: Ricky Lyons, 1934 Garden Crest Ln., Dallas, TX, 75232
Brian Edwards, 2312 Van Cleave Dr., Dallas, TX, 75216
Lorraine Jenkins, 1004 Crystal Springs Dr., Allen, TX, 75013
Michael Simmons, Address not given
Cedric Vince, 6400 Military Pkwy., Dallas, TX, 75227
Against: None

CPC RECOMMENDED CONDITIONS

ARTICLE 764.

PD 764.

Second Avenue Special Purpose District

SEC. 51P-764.101. LEGISLATIVE HISTORY.

PD 764 was established by Ordinance No. 26875, passed by the Dallas City Council on August 8, 2007. (Ord. 26875)

SEC. 51P-764.102. PROPERTY LOCATION AND SIZE.

PD 764 is established on property located on both sides of Second Avenue between Pine Street and Hatcher Street. The size of PD 764 is approximately 11.23 acres.

SEC. 51P-764.103. DEFINITIONS AND INTERPRETATIONS.

(a) Except as provided in this article, the definitions and interpretations in Chapter 51A apply.

(b) Except as provided in this article, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) **FOOD OR BEVERAGE STORE 3,500 SQUARE FEET OR LESS** means a retail store with a floor area of 3,500 square feet or less for the sale of food and beverages. The term "food or beverage store" includes a grocery, delicatessen, convenience store, and specialty foods store. This use does not include other uses in this article that are specifically listed.

(d) **GENERAL MERCHANDISE STORE 3,500 SQUARE FEET OR LESS** means a retail store with a floor area of 3,500 square feet or less for the sale of general merchandise. Typical general merchandise includes clothing and other apparel, equipment for hobbies and sports, gifts, flowers and household plants, dry goods, toys, furniture, antiques, books and stationery, pets, drugs, auto parts and accessories, and similar consumer goods. This use does not include other uses in this article that are specifically listed.

(e) This district is considered to be a nonresidential zoning district. (Ord. 26875)

SEC. 51P-764.103.1. CREATION OF SUBDISTRICTS.

This district contains ~~one~~ two Subdistricts:

Subdistrict 1. (Ord. 29269)

Subdistrict 2.

SEC. 51P-764.104. DEVELOPMENT PLAN.

No development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply. (Ord. 26875)

SEC. 51P-764.105. MAIN USES PERMITTED.

(a) The following uses are the only main uses permitted in this district:

(1) Agricultural uses.

None permitted.

(2) Commercial and business service uses.

-- Catering service. *[SUP]*

-- Job or lithographic printing *[Subdistrict 1 only.]*

(3) Industrial uses.

-- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(4) Institutional and community service uses.

-- Adult day care facility.

-- Child-care facility.

-- Church.

-- Community service center. *[SUP]*

-- Library, art gallery, or museum.

-- Public or private school. *[RAR]*

(5) Lodging uses.

None permitted.

(6) Miscellaneous uses.

-- Temporary construction or sales office.

(7) Office uses.

- Financial institution without drive-in window.
- Medical clinic or ambulatory surgical center.
- Office.

(8) Recreation uses.

- Private recreation center, club, or area. [SUP]
- Public park, playground, or golf course.

(9) Residential uses.

- None permitted.
- Foster home. [Subdistrict 2 only]

(10) Retail and personal service uses.

- Auto service center.
- Car wash. [DIR]
- Commercial amusement (inside).
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise store 3,500 square feet or less.
- Mortuary, funeral home, or commercial wedding chapel. [SUP]
- Motor vehicle fueling station.
- Personal service uses.
- Restaurant without drive-in or drive-through service.

(11) Transportation uses.

- Transit passenger shelter.

(12) Utility and public service uses.

- Electrical substation. [SUP]
- Local utilities.
- Police or fire station. [SUP]
- Post office. [SUP]
- Tower/antenna for cellular communication. [SUP]

(13) Wholesale, distribution, and storage uses.

None permitted.

- (b) The food or beverage store 3,500 square feet or less use is prohibited.

SEC. 51P-764.106. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) The following accessory use is not permitted:

-- Accessory outside sales.

(c) The following accessory use is permitted only with a solid screening fence and plant material screening that complies with Section 51A-4.602(b):

-- Accessory outside storage.

(d) Accessory outside display of merchandise is permitted subject to the additional regulations in Section 51A-4.217(b)(4). A maximum of five individual furniture items may be displayed outside. These furniture items may be furniture that is not customarily used outside and does not have to be made of a material that is resistant to damage or deterioration from exposure to the outside environment. (Ord. 26875)

SEC. 51P-764.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) Front yard.

(1) Except as provided in this subsection, a front yard is not required.

(2) If a front yard is provided, it must be a minimum of 15 feet with landscaping provided in accordance with Section 51P-764.110.

(3) A front yard of up to five feet may be provided to the extent needed to accommodate a wider than standard sidewalk for any portion of the wider sidewalk that cannot be placed in the right-of-way.

(b) Side yard. Minimum side yard is:

(1) 15 feet where adjacent to or directly across an alley from a planned development residential subdistrict or an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district; and

(2) no minimum in all other cases, but if a setback is provided it must be at least five feet.

(c) Rear yard. Minimum rear yard is:

(1) 15 feet where adjacent to or directly across an alley from a planned development residential subdistrict or an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district; and

(2) no minimum in all other cases, but if a setback is provided it must be at least five feet.

(d) Floor area ratio.

(1) Except as provided in this subsection, maximum floor area ratio is 0.75.

(2) In Subdistrict 1, maximum floor area is 2,500 square feet.

(e) Height.

(1) Residential proximity slope. If any portion of a structure is over 26 feet in height, that portion may not be located above a one-to-three residential proximity slope. Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

(2) Maximum height. Unless further restricted under Paragraph (1), maximum structure height is 30 feet.

(f) Lot coverage. Maximum lot coverage is 60 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(g) Lot size. No minimum lot size.

(h) Stories. Maximum number of stories above grade is two. Parking garages are exempt from this requirement, but must comply with the height regulations of Subsection (e). (Ord. Nos. 26875; 29269)

SEC. 51P-764.108. OFF-STREET PARKING AND LOADING.

(a) In general. Consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use. Except as provided in this section, consult the off-street parking and loading regulations in Divisions 51A-4.300 et seq. for information regarding off-street parking and loading generally.

(b) Parking setback. Required off-street parking is prohibited within 30 feet of the public street, measured from the back of the curb (or if there are no curbs, what would be the normal curb line).

(c) Parking screening.

(1) Required off-street parking must be screened from the street using the methods listed in Section 51A-4.301(f)(5).

(2) Required off-street parking must be screened from adjoining residential property by screening as described in Section 51A-4.301(f)(3).

(3) A perimeter landscape buffer strip complying with Section 51A-10.125(b)(1) must be provided on the residential side of any screening required by this subsection. Perimeter landscape buffer strip materials must comply with Section 51A-10.125(b)(7). (Ord. 26875)

SEC. 51P-764.109. ENVIRONMENTAL PERFORMANCE STANDARDS.

(a) Except as provided in this section, see Article VI.

(b) Outside amplified speakers are prohibited. (Ord. 26875)

SEC. 51P-764.110. LANDSCAPING.

(a) In general. The regulations in this section must be read together with the regulations contained in Article X, "Landscape and Tree Preservation Regulations." In the event of a conflict between this section and Article X, this section controls.

(b) Front yard landscaping. If a 15-foot front yard is provided, it must be landscaped as follows:

(1) At least 40 percent of the front yard must be landscaped with trees, shrubs, or a combination of trees and shrubs, that have the potential to attain a minimum height of 30 inches within a three-year period.

(2) One tree having a caliper of at least three and one-half inches, or two trees each having a caliper of at least one and one-half inches, must be provided in the front yard for each 30 feet of lot frontage, exclusive of driveways, visibility triangles, and points of ingress or egress.

(3) No more than 60 percent of the front yard may be landscaped with walkways, plazas, courtyards, or other non-plant decorative landscape features.

(4) An underground irrigation system must be provided in the front yard. (Ord. 26875)

SEC. 51P-764.111 SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.
(Ord. 26875)

SEC. 51P-764.112. ADDITIONAL PROVISIONS.

(a) In general.

(1) The Property must be properly maintained in a state of good repair and neat appearance.

(2) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

(b) Subdistrict 1 fencing.

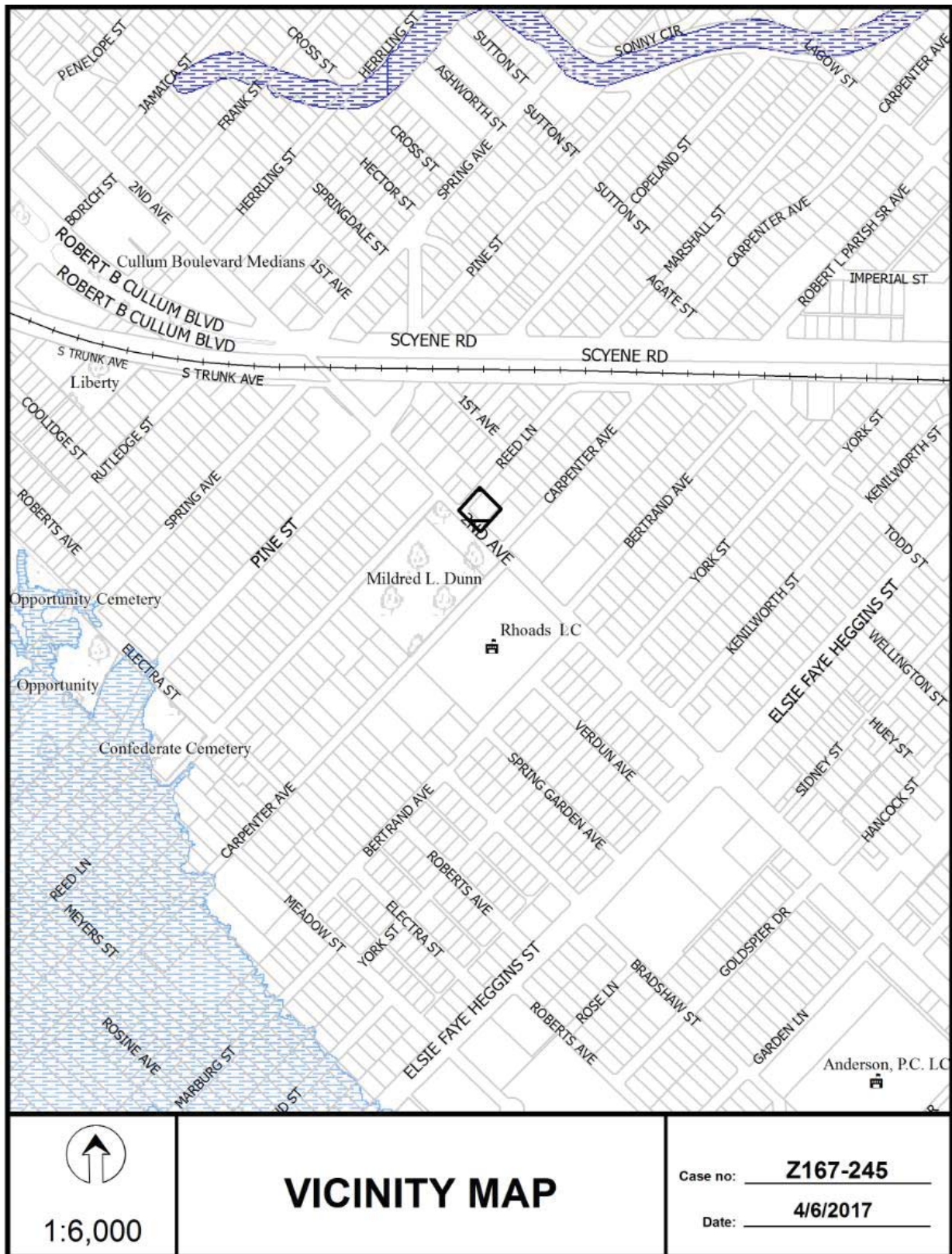
(1) A minimum six-foot-high solid fence must be provided along the perimeter of the Property that abuts a lot with residential uses.

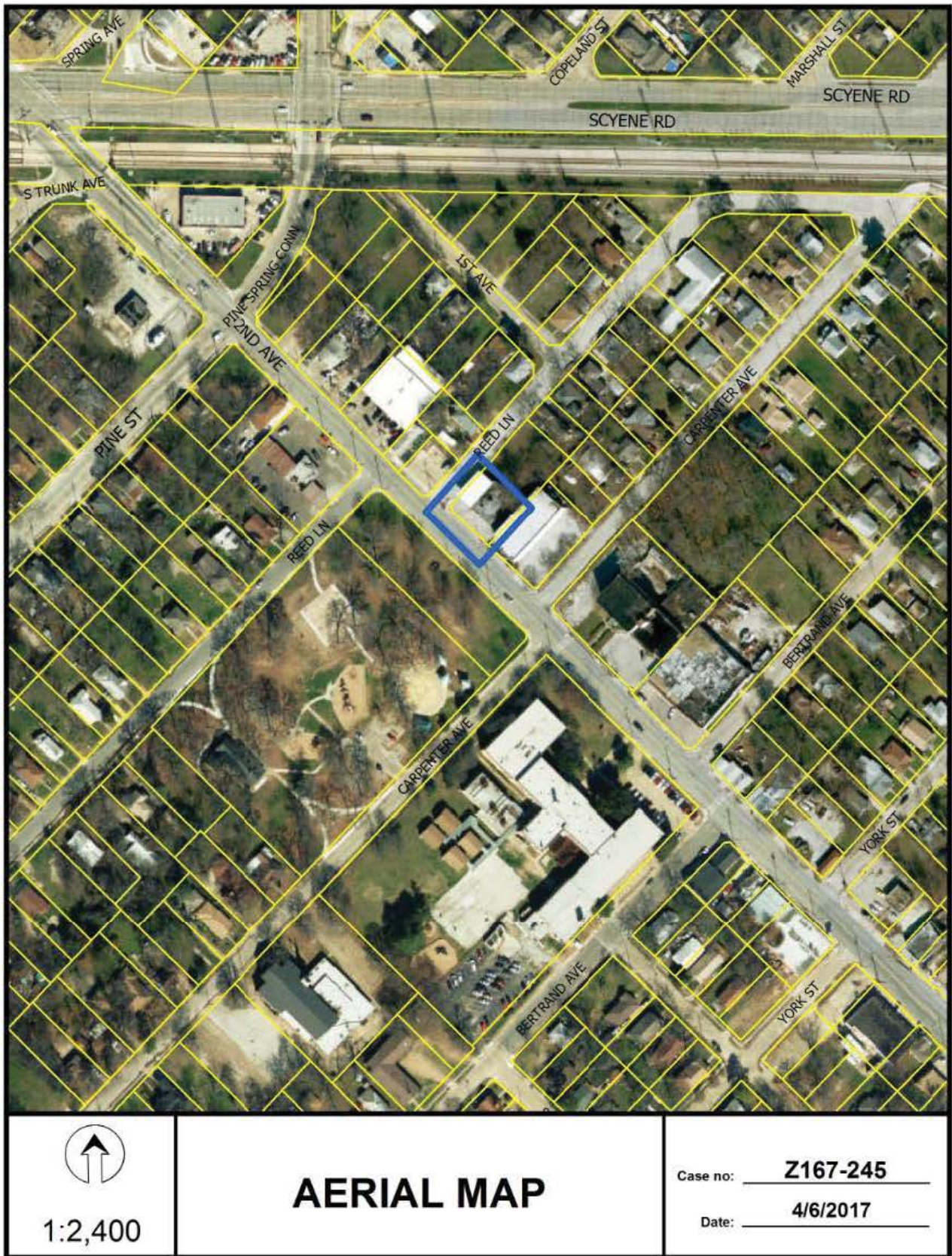
(2) The solid fence must be constructed of brick, stone, concrete masonry, stucco, concrete, or wood, or any combination of these materials. (Ord. Nos. 26875; 29269)

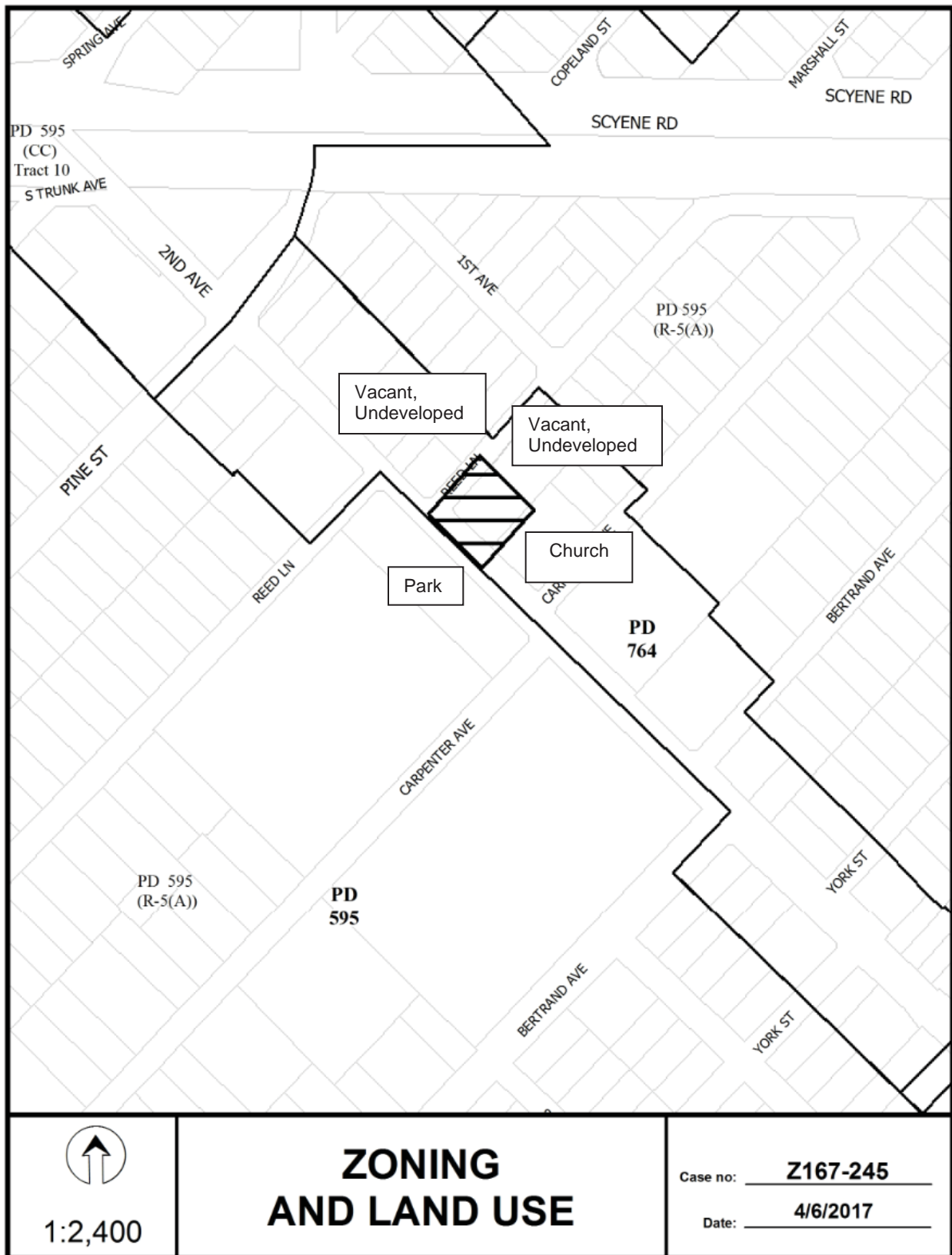
SEC. 51P-764.113. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this district until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.(Ord. 26875)







CPC RESPONSES



05/17/2017

Reply List of Property Owners

Z167-245

71 Property Owners Notified***1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	4310 S 2ND AVE	GOD GREATER HOLY TEMPLE
	2	4302 S 2ND AVE	WATSON BRITNEY L
	3	4401 2ND AVE	Dallas ISD
	4	4217 S 2ND AVE	TORRES ATILANO
	5	4203 2ND AVE	GNG PROPERTIES INCORP
	6	3414 PINE ST	HOWARD JAMES CURTIS
	7	3410 PINE ST	LIGGINS ARRIEA B
	8	3406 PINE ST	TAYLOR AL
	9	3402 PINE ST	URBINACHAVEZ JOSE DE JESUS
	10	3332 PINE ST	FRANKLIN CLOVEST D
	11	3330 PINE ST	MINGO WILBUR RAY
	12	3323 REED LN	WILLIAMS RICKEY
	13	3331 REED LN	DRAWHORN MARGARET
	14	3403 REED LN	PRICE MELVIN J
	15	3407 REED LN	EDMUN CHARLIE JEWELL
	16	3411 REED LN	BUCHANAN JESSE ET AL
	17	4206 2ND AVE	MBOGO DEDAN H
	18	4214 S 2ND AVE	THOMAS O B JR
	19	4220 S 2ND AVE	TORRES ATILANO
	20	4228 S 2ND AVE	THOMAS HOWARD
	21	3511 REED LN	WALLACE MATTIE ESTATE OF
	22	4231 1ST AVE	THOMPSON SHIRLEY
	23	4229 1ST AVE	ESCOBEDO MARIA LORENA
	24	4225 1ST AVE	PLEASANTWOOD PLEASANT
	25	4223 1ST AVE	CHOICEADKINS BARBARA
	26	4219 1ST AVE	ZEPHER GEORGETTA

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	4215 1ST AVE	PACKER DETROIT JR
	28	4211 1ST AVE	DART
	29	3619 REED LN	KINNER JOSIE
	30	3623 REED LN	BENNETT STEVEN D
	31	3615 REED LN	PETROFF NICHOLAS
O	32	4234 1ST AVE	HALL MILDRED P
	33	4230 1ST AVE	DORAN LARRY
	34	4232 1ST AVE	ALLEN JUANITA MURPHY
	35	4226 1ST AVE	BLACKMAN ANTONIO
	36	4224 1ST AVE	DFW DREAM HOMES LLC
	37	4216 1ST AVE	BLACKMAN ANTONIO
	38	4210 1ST AVE	VALDEZ BRYAN
	39	4208 1ST AVE	DA BIZZNESS TAX TITLE LLC
	40	4312 2ND AVE	GOD GREATER HOLY TEMPLE
	41	3511 CARPENTER AVE	WILLIS LESTER C
	42	3516 REED LN	THOMAS JOHN
	43	3518 REED LN	CHI INVESTMENT GROUP
	44	3522 REED LN	RODRIGUEZ JUAN C
	45	3600 REED LN	TOLLIVER BERNIS E
	46	3606 REED LN	LLOYD THELMA LEE
	47	3608 REED LN	BETHLEHEM PRIMITIVE BAPTIST CHURCH
	48	3630 REED LN	CHISOLM JOHN WESLEY
	49	3615 CARPENTER AVE	WALKER RALPH E
	50	3611 CARPENTER AVE	ROJAS RAQUEL
	51	3607 CARPENTER AVE	WILLIAMS MARY
	52	3601 CARPENTER AVE	GIBBS ONEITA F
	53	3531 CARPENTER AVE	GCJS ENTERPRISES LLC
	54	3527 CARPENTER AVE	SEGURA MARIA I
	55	3523 CARPENTER AVE	GIDDENS KEMALA
	56	3519 CARPENTER AVE	WILLIS LESTER
	57	3510 CARPENTER AVE	CEMETERY

Z167-245(PD)

05/17/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	4408 2ND AVE	SWIERCINSKY MICHAEL
	59	3602 CARPENTER AVE	GIPSON WILBUR B
	60	3606 CARPENTER AVE	BERRING ESTHER
	61	3610 CARPENTER AVE	LATSON JUNE BERRING
	62	3612 CARPENTER AVE	PIERCE JAMES E
	63	3529 BERTRAND AVE	KAY LONNIE EST OF
	64	3521 BERTRAND AVE	CURTISS CLARKE & JOYCE
	65	4420 2ND AVE	CURTISS C K
	66	3603 BERTRAND AVE	KAY LONNIE EST OF
	67	3607 BERTRAND AVE	KIMBLE ANNIE L &
	68	4502 S 2ND AVE	ADKINS JOHN LEE
	69	3508 BERTRAND AVE	WILLIAMS JOHNNIE MAE
	70	4119 S 2ND AVE	WALKER MARK E
	71	401 S BUCKNER BLVD	DART

AGENDA ITEM # 76

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 76 L

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and an ordinance granting a Specific Use Permit for a commercial motor vehicle parking lot on property zoned an A(A) Agricultural District, on the west line of Bonnie View Road, south of Telephone Road

Recommendation of Staff: Approval of a CS Commercial Service District; and approval of a Specific Use Permit for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Recommendation of CPC: Approval of a CS Commercial Service District; and approval of a Specific Use Permit for a three-year period, subject to a site plan and conditions

Z167-253(JM)

FILE NUMBER: Z167-253(JM)

DATE FILED: March 23, 2017

LOCATION: On the west line of Bonnie View Road, south of Telephone Road.

COUNCIL DISTRICT: 8

MAPSCO: 76-L

SIZE OF REQUEST: Approx. 3 acres

CENSUS TRACT: 167.03

APPLICANT/ OWNER: Javier Leija & Liliana Tamez

REPRESENTATIVE: Elias Rodriguez, Construction Concepts

REQUEST: An application for a CS Commercial Service District and a Specific Use Permit for a commercial motor vehicle parking lot on property zoned an A(A) Agricultural District.

SUMMARY: The purpose of this request is to allow the applicant to operate a commercial motor vehicle parking lot on the property. A Specific Use Permit is required because it is within 500 feet of residential zoning.

CPC RECOMMENDATION: Approval of a CS Commercial Service District; and approval of a Specific Use Permit for a three-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval of a CS Commercial Service District; and approval of a Specific Use Permit for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- The request site is currently undeveloped and zoned an A(A) Agricultural District.
- The land use of commercial motor vehicle parking lot is defined as a retail use in the Dallas Development code. This land use is allowed by right in the CS Commercial Services District. A Specific Use Permit is required if the area is within 500 feet of a residential district. The A(A) Agricultural District is considered a residential district for purposes of this request.
- The proposed CS Commercial Services District would add a multitude of new uses, most notably including office, lodging, and retail and personal service uses.

Zoning History:

- 1. Z167-243:** On May 18, 2017 the City Plan Commission approved a request for a general zoning change to CS Commercial Service District to allow a commercial motor vehicle parking lot with deed restrictions volunteered by the applicant on property zoned an A(A) Agricultural District. This application is pending City Council hearing on June 28, 2017. (not on map)

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Bonnie View Road	Major Arterial	100 feet

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed zoning change will not have a detrimental impact on the surrounding street system.

Land Use:

	Zoning	Land Use
Site	A(A)	Undeveloped
North	A(A)	Undeveloped
East	PDD No. 761 (LI)	Sand, gravel, or earth sales and storage
South	A(A)	Undeveloped
West	A(A)	Commercial Motor Vehicle Parking

STAFF ANALYSIS:

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

1.2.1.1 Use the Vision Illustration and Building Blocks as a general guide to shape zoning and land use concepts, while also considering site specific and area specific issues. Site specific zoning cases must consider relevant policy statements contained within the Policy Plan, such as environmentally sensitive land, the site's proximity to the edge of a Building Block and appropriate transitions between Building Blocks.

The Vision identifies the area as an Industrial Building Block. Industrial Areas, which offer important employment opportunities, occupy large areas of land and usually are near major roads and heavy rail lines. This request is characteristic of the building block in that it will provide a service to the mix of low- and medium-density industrial buildings and industrial yards supporting the Southport and the Agile Port, parts of West Dallas along I-30, and the Stemmons industrial area.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.4 Support efforts to expand targeted business and industry development within the Southern Sector.

Policy 2.2.4 Focus on logistics-related jobs for the expansion of employment opportunities, particularly in the Southern Sector.

Dallas' future development opportunities and much of the projected growth capacity lie in the Southern Sector, offering a great opportunity to guide development and direct economic activity. The vast majority of vacant land in the city is located in the Southern

Sector. As such, developments similar to this are necessary in order to promote and encourage efforts for continued investment in these underutilized areas of the city.

Land Use Plan:

The site is located within the Agile Port Industrial Plan Area site as identified by the *forwardDallas! Comprehensive Plan* adopted by the City Council in June 2006. This area is considered to be a highly sophisticated information-based industry that seeks to minimize inventories and respond to the growing demand for next-day or even several-times a day delivery. Shifts in the warehousing and logistics industry have been accelerated by global trade, containerization and standardized packaging, just-in-time (JIT) inventory management, outsourcing delivery and increased technological capabilities. The result has been a heightened emphasis on economies of scale leading to the emergence of “superhub” distribution locations. This is what the Southern Sector's Agile Port Industrial Area will be—an intermodal freight facilities complex that can move goods from one transportation system to another (eg. rail to truck) on a huge scale. The proposed commercial motor vehicle parking lot is an element of this development.

Land Use Compatibility:

The subject site is undeveloped. Surrounding land uses consist of undeveloped land to the north and south, an illegal commercial use to the east, and a site under construction to the west. The area of request is fully surrounded by A(A) Agricultural District with LI Light Industrial District further north at the intersection of Telephone Road and Bonnie View Road, and PD No. 761 (for LI uses), The Dallas Logistics Port Special Purpose District, to the east.

The subject site is currently zoned an A(A) Agricultural District. The Dallas Development Code describes the purpose of this district as largely transformational. As the area develops with utilities and resources becoming available, the area changes based on development needs.

The proposed CS Commercial Services District is described as being for the development of commercial and business serving uses that may involve outside storage, service, or display. This district is not intended to be located in areas of low and medium density residential development. Upon visiting the site, it was clear that the area is shifting to an industrial nature; however, since the A(A) District allowed for development of single family residences, there are pockets of residential uses nearby. The CS District is the least intense commercial service and industrial zoning district; therefore, the most suitable to be located near these residential uses.

A commercial motor vehicle parking lot would be allowed by right if not within 500 feet of a residential district. The A(A) Agricultural District is identified as a residential district. For that reason, an SUP is required to allow the proposed commercial motor vehicle parking lot.

This land use is defined in the Dallas Development Code, Section 51A-4.210(8.1), as a facility for the temporary, daily, or overnight parking of commercial motor vehicles as defined in the use regulations for a truck stop, and/or motor vehicle with two or more rear axles such as trucks, truck tractors, and similar vehicles, for no charge or for a fee, regardless of whether that fee is charge independently of any other use on the lot, if the parking is not accessory to a main use on the lot. The proposed request is to operate a commercial motor vehicle parking lot which offers the following parking spaces:

- Compact—3 (7.5' by 18')
- Regular—37 (8.5' by 18')
- Truck—7 (10' by 24'), 9 (10' by 34'), and 22 (10' by 45')
- Handicapped—2 (9' by 18')
- Plus one required parking space for the 230 square-foot office building.

A total of 80 parking spaces will be available on-site.

The proposed CS Commercial Service District is complimentary to the existing LI Light Industrial District to the north and PD No. 761 (for LI uses), the Dallas Logistics Port Special Purpose District to the east. The property to the west of the area of request has applied for a general zoning change for the same zoning district and land use. The Building Inspection Division of Sustainable Development and Construction is currently reviewing plans and permits for a 700,000 square foot warehouse complex located in PD No. 761, the Dallas Logistics Port Special Purpose District. The surrounding zoning changes, established zoning districts, current land uses, and proposed development would all be agreeable to the CS Commercial Services District and the proposed commercial motor vehicle parking lot land use.

The proposed SUP conditions limit the site to the proposed use, with the provided ingress/egress point, and hours of operation. The applicant has noted that truck drivers would have a key to the gate of the facility to park and remove vehicles at any time. This facilitates the overnight parking of commercial motor vehicles, as defined in the use by the Dallas Development Code. The office proposes to operate from 7:00 am to 4:00 pm, Monday to Friday. Access to the parking is proposed to be 24 hours.

The SUP process of approval and renewals allows for uses to develop with consideration of the changing environment of the neighborhood. Staff is recommending an initial approval period of five-years, with eligibility for automatic renewals for additional five-year periods in anticipation the development of the site fitting the growing needs of area industry. At each five-year renewal, the site is subject to compliance with the approved SUP conditions and site plan. The City Plan Commission recommended three-years without automatic renewals.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character

of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards.

Development Standards:

District	Setbacks		Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear				
Existing: A(A)	50'	20' side 50' rear	24'	10-25%	1 DU per 3 acres	Agricultural & single family.
Proposed: CS	15' 0'	20' adj. to res. (not including A(A)) 0' all others	45'	80%	RPS	Commercial & business service, supporting retail & personal service, & office.

Parking and Screening:

Pursuant to the Dallas Development Code, off-street parking must be provided in accordance with Division 51A-4.200. There is no required parking for the land use of a commercial motor vehicle parking. Any accessory or other main uses established on the site will have to meet the requirements for those specific land uses per the Dallas Development Code. The proposed site plan identifies a 230 square-foot office structure. Parking is required at one space per every 333 square feet. One parking space is required and two spaces are provided.

Section 4.301(f) of the Dallas Development Code requires off-street parking to be screened when located adjacent to an A(A) District. The applicant has proposed a six-foot solid wood fence around the perimeter of the property, satisfactory of the required screening conditions.

Landscaping:

Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended.

CPC Action:
May 18, 2017

Motion: It was moved to recommend **approval** a CS Commercial Service District and approval of a Specific Use Permit for a commercial motor vehicle parking lot for a three-year period, subject to a site plan and conditions on property zoned an A(A) Agricultural District, on the west line of Bonnie View Road, south of Telephone Road.

Maker: Haney
Second: Houston
Result: Carried: 13 to 0

For: 13 - Anglin, Rieves, Houston, Davis*, Shidid,
Haney, Mack, Jung, Housewright, Peadon*,
Murphy, Ridley, Tarpley

Against: 0
Absent: 2 - Anantasomboon, Schultz
Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 9
Replies: For: 1 Against: 0

Speakers: For: Elias Rodriguez, 317 E. Jefferson Blvd., Dallas, TX, 75203
Against: None

CPC Recommended SUP Conditions

1. USE: The only use authorized by this specific use permit is for commercial motor vehicle parking.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

CPC Recommendation:

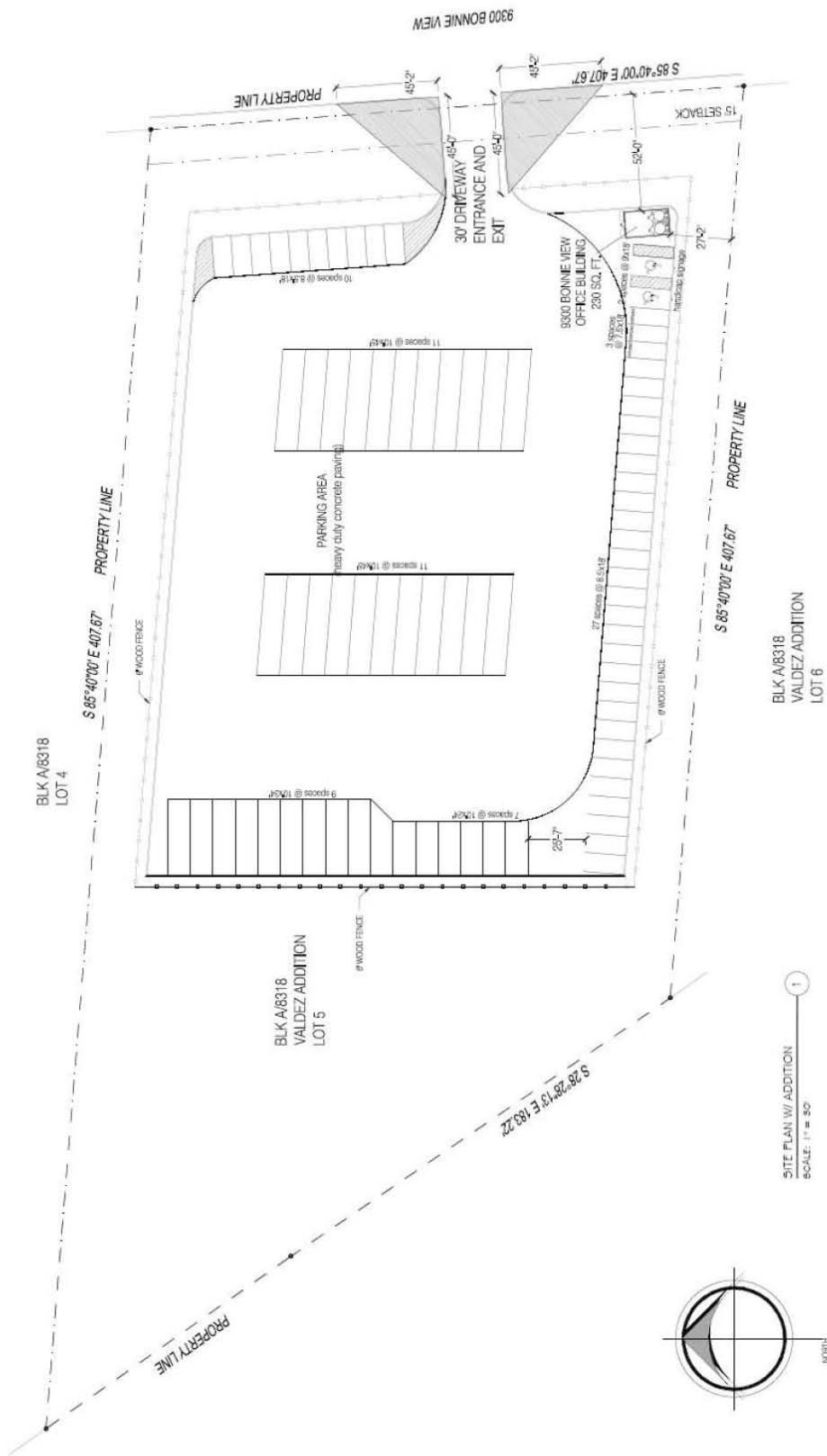
3. TIME LIMIT: This specific use permit expires on_____, (three-year period from the passage of this ordinance).

Staff Recommendation:

3. TIME LIMIT: This specific use permit expires on_____, (five-year period from the passage of this ordinance), and is eligible for automatic renewal for additional five-year periods, pursuant to Section 51A-4.219 of 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced).

4. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.
5. INGRESS/ EGRESS: Ingress and egress must be provided as shown on the attached site plan. No other ingress or egress is permitted.
6. PARKING: Off-street parking must be located as shown on the attached site plan.
7. SCREENING: A six-foot-high solid fence must be provided in the location shown on the attached site plan.
8. MAINTENANCE: The entire Property must be properly maintained in a state of good repair and neat appearance.
9. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas

CPC Recommended SUP Site Plan

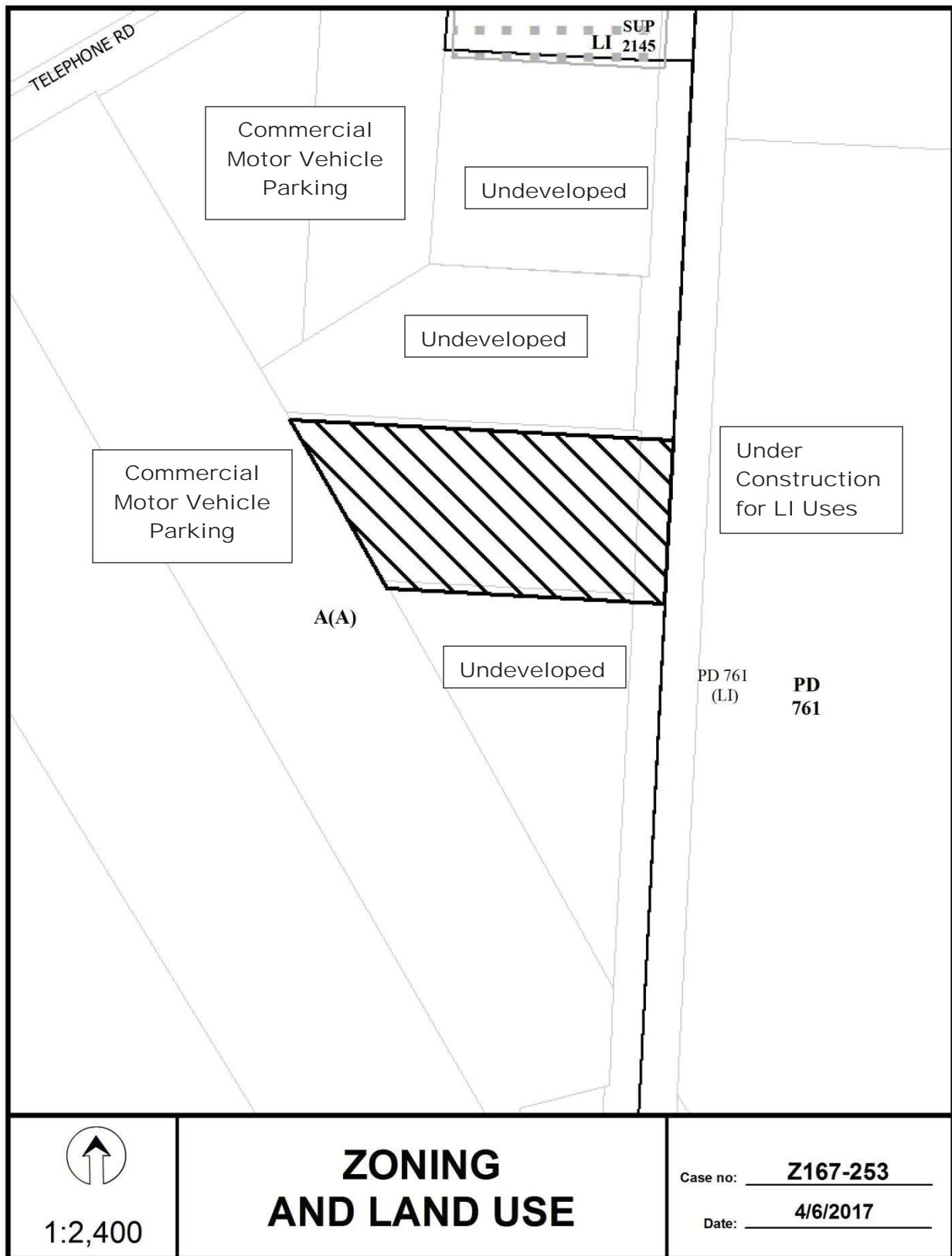


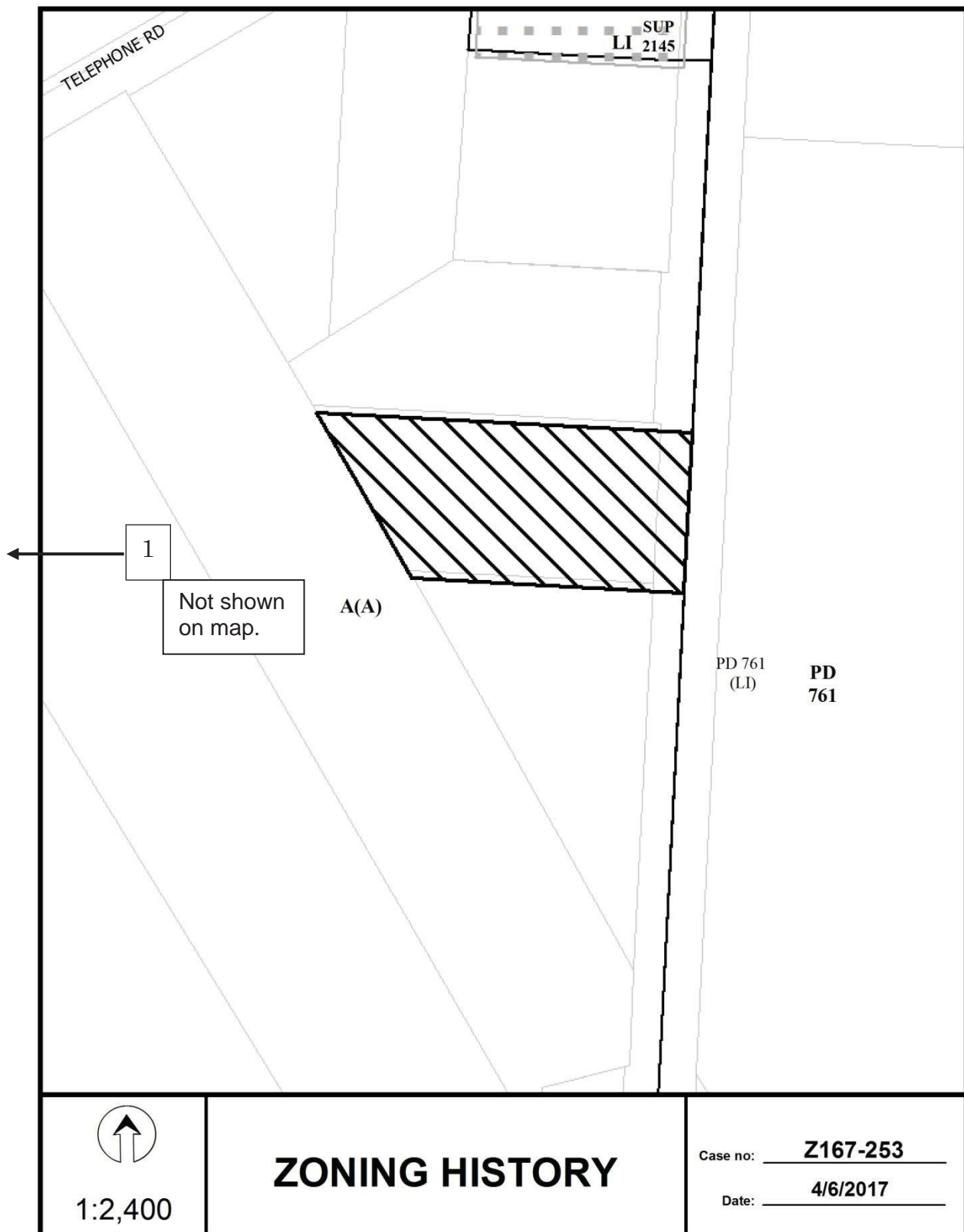
PARKING ANALYSIS					
SPACES	7.5/8.5' X 18'	9' X 18'	10' X 24'	10' X 34'	10' X 45'
COMPACT/REGULAR	3/37				
TRUCK			7	9	22
HANDI-CAP		2			
(OFFICE) 230 S.F. / 333 S.F. = .69 SPACES					
(RENTAL SPACES) 38 PARKING SPACES					
(CUST. SPACES) 42 PARKING SPACES					
OFFICE PARKING REQ.	1				

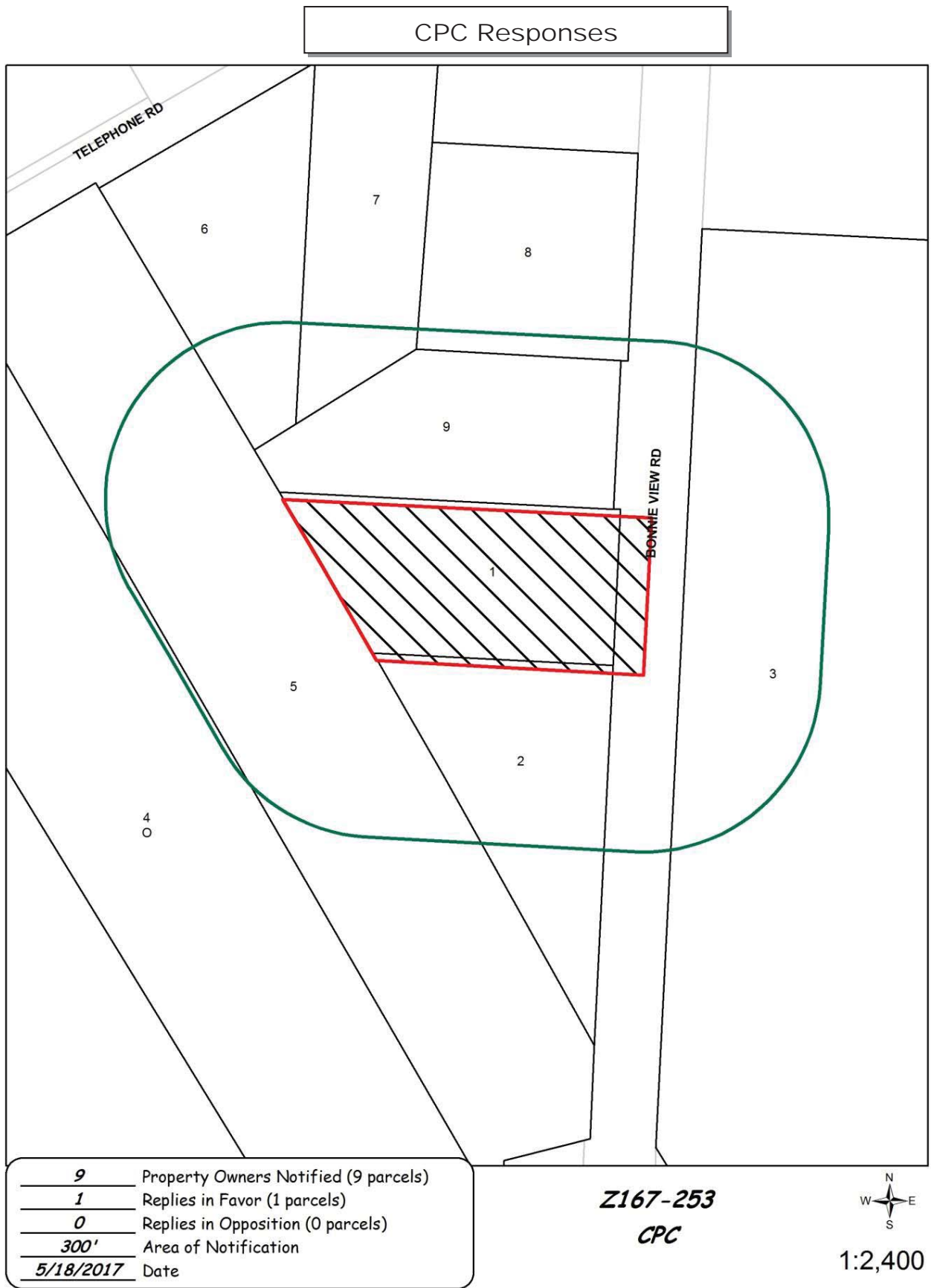
PROPOSED ADDITION	PROVIDED	MAX
LOT AREA	230 S.F.	
LOT COVERAGE	128,773 .F.	
	.0017%	80%
LAND USE		
COMMERCIAL MOTOR VEHICLE PARKING		
SUP REQUIRED DUE TO RESIDENTIAL ZONING IN PROXIMITY		











05/17/2017

Reply List of Property Owners

Z167-253

9 Property Owners Notified

1 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	9300 BONNIE VIEW RD	LEIJA JAVIER &
	2	9300 BONNIE VIEW RD	GARRITY JAMES & GLENDA
	3	9300 BONNIE VIEW RD	DPF TX I BONNIE VIEW LLC
O	4	4100 TELEPHONE RD	FENNER PAT &
	5	4050 TELEPHONE RD	FENNER PAT
	6	4200 TELEPHONE RD	SOTO JUAN CARLOS CRUZ
	7	4200 TELEPHONE RD	BENSON FREDDIE LEE &
	8	9300 BONNIE VIEW RD	GOOLSBY WILLARD J
	9	9306 BONNIE VIEW RD	REDMON OLA M

AGENDA ITEM # 77

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 46 P; Q

SUBJECT

A public hearing to receive comments regarding an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard

Recommendation of Staff: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions

Recommendation of CPC: Denial without prejudice

Z156-335(WE)

Note: This item was considered by the City Council at public hearings on January 25, 2017, February 22, 2017, and April 26, 2017, and was deferred until June 28, 2017, with the public hearing open

FILE NUMBER: Z156-335(WE) **DATE FILED:** August 15, 2016

LOCATION: Northwest line of Pennsylvania Avenue, southwest of
J.B. Jackson Jr. Boulevard

COUNCIL DISTRICT: 7 **MAPSCO:** 46P, 46Q

SIZE OF REQUEST: Approx. 2,250 sq. ft. **CENSUS TRACT:** 203

APPLICANT: SBA 2012 TC Assets, LLC

OWNER: Rickey A. Williams

REPRESENTATIVE: Jacob Hamilton

REQUEST: An application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District.

SUMMARY: The purpose of this request is to allow for an existing cellular tower to remain on site. The previous Specific Use Permit expired.

CPC RECOMMENDATION: **Denial without prejudice**

STAFF RECOMMENDATION: **Approval** for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions.

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- The applicant's request for a Specific Use Permit for a tower/antenna for cellular communication will allow for the continued operation of the cellular communication at this location. The applicant did not renew the Specific Use Permit.
- On February 14, 2001, the City Council approved a Specific Use Permit for a tower/antenna for cellular communication for a ten year period with eligibility for automatic renewals for additional ten-year periods.
- The previous Specific Use Permit allowed the tower to be 78 feet, which is below the projected residential proximity slope by 41.63 feet. The nearest residential subdistrict is approximately 275.63 feet northeast of the request site.
- The current height of the tower /antenna for cellular communication is 78 feet.
- The request site is adjacent to a general merchandise or food store to the northwest, and a retail use to the northeast. The property southwest of the request site is undeveloped.

Zoning History: There has not been any zoning changes request in the area for the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Pennsylvania Avenue	Local	50 ft.	50 ft.

Land Use:

	Zoning within PD No. 595	Land Use
Site	CC Subdistrict	Cellular tower
Northeast	CC Subdistrict	Retail
Southeast	CC Subdistrict w/H/109	Office, Surface parking
Southwest	CC Subdistrict	Undeveloped
Northwest	CC Subdistrict	General merchandise or food store

COMPREHENSIVE PLAN: The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies supporting or opposing the request.

STAFF ANALYSIS:

Land Use Compatibility: The 2,250 square foot site is developed with a 78-foot high unmanned telecommunication facility (monopole tower). The applicant's request for a Specific Use Permit for a tower/antenna for cellular communication will allow for the continued operation of the existing tower. The CR Community Retail District permits, by right, a maximum height of 65 feet for a cellular tower. In February 2001, the City Council approved a Specific Use Permit for a tower/antenna for cellular communication with a maximum height of 78 feet, complying with the residential proximity slope.

In September 2011, the City Council approved Planned Development District No. 595 which changed the zoning district from a CR Community Retail District to a CC Community Commercial Subdistrict. The Development Code allows an unmanned telecommunication facility (monopole tower) to exceed the maximum height of 65 feet by a Specific Use Permit.

The request site is adjacent to a general merchandise or food store to the northwest, and a retail use to the northeast. The property southwest of the request site is undeveloped.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The applicant's request is consistent with the intent of the Dallas Development Code, because the height of the monopole is within the required residential proximity slope. In addition, the cellular tower is located on a block that is developed with retail uses. The tower/antenna for cellular communication will enhance the vital communication service throughout the area. Also, the use does not generate any traffic and a chain linked fence surrounds the site's perimeter. The applicant will provide shrubs around the

perimeter to screen a portion of the equipment. The City Plan Commission expressed concerns that the applicant was not complying with the standards that are associated with receiving a SUP and therefore, recommended denial of the applicant's request for a Specific Use Permit for a tower / antenna for cellular communication.

Development Standards:

SUBDISTRICT WITHIN PDD No. 595	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
CC Community commercial	0'	10' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.75 office 0.5 retail	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office, Utility and public service

Landscaping: The request will not trigger any landscaping requirements because the applicant is not increasing the existing floor area. However, staff is recommending the applicant plant a row of hedges around the site's perimeter to screen the equipment.

The comply with the landscaping requirements for Specific Use Permit No. 1436, the applicant had to provide a six-foot chain link fence around the site's perimeter. Any additional landscaping was not required.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not impact the surrounding street system for the proposed development.

Parking: Parking will be provided in accordance to the parking requirements in the Dallas Development Code, as amended, which is one space if the cellular communication tower/antenna has an auxiliary building housing electronic and communication equipment ("auxiliary building") greater than a 120 square feet. The applicant is providing one space on site.

Notification Area: On January 13, 2016, the City Council approved an amendment to the Development Code regarding tower/antenna for cellular communication use. One provision pertains to the notification area which requires written notification to the public hearing on an application for an SUP for a tower/antenna for cellular communication to all real property within 500 feet of the building site on which the tower/ antenna for cellular communication will be located.

The SUP will be placed on the entire lot instead of the specific location area of the tower/antenna for cellular communication as a result of the amendment.

CPC Action (November 10, 2016)

Motion I: In considering an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard, it was moved to **hold** this case under advisement until December 1, 2016.

Maker: Houston
Second: Peadon
Failed: Carried: 5 to 9

For: 5 - Rieves, Houston, Shidid, Jung, Peadon

Against: 9 - Anglin, Davis, Anantasomboon, Haney,
Housewright, Schultz, Murphy, Ridley, Tarpley

Absent: 0

Vacancy: 1 - District 7

Motion II: It was moved to recommend **denial without prejudice** of a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard, due to non-compliance with Section 51A-4.219 of the Dallas Development Code.

Maker: Davis
Second: Schultz
Result: Carried: 9 to 5

For: 9 - Anglin, Rieves, Davis, Anantasomboon,
Haney, Housewright, Schultz, Murphy, Ridley

Against: 5 - Houston, Shidid, Jung, Peadon, Tarpley

Absent: 0

Vacancy: 1 - District 7

Notices: Area: 500 Mailed: 56

Replies: For: 0 Against: 0

Speakers: For: Patrick Hardage, 4193 Wilada Dr., Dallas, TX, 75220
Against: None

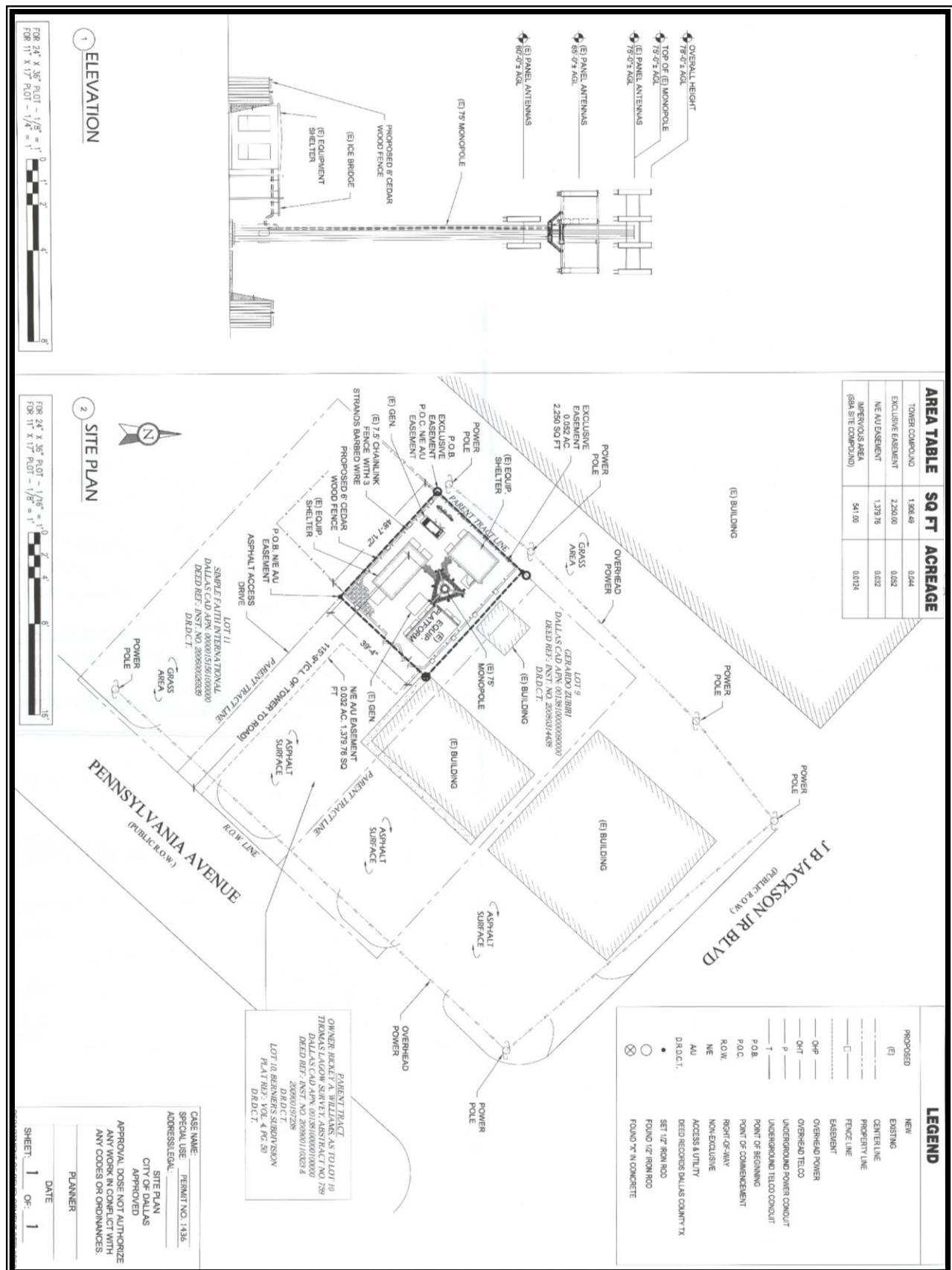
<p>LIST OF OFFICERS SBA 2012 TC Assets, LLC</p>
--

- Thomas P. Hunt Director, President
- Jeffery A. Stoops Senior Vice President
- Jason Silberstein Secretary

PROPOSED SUP CONDITIONS

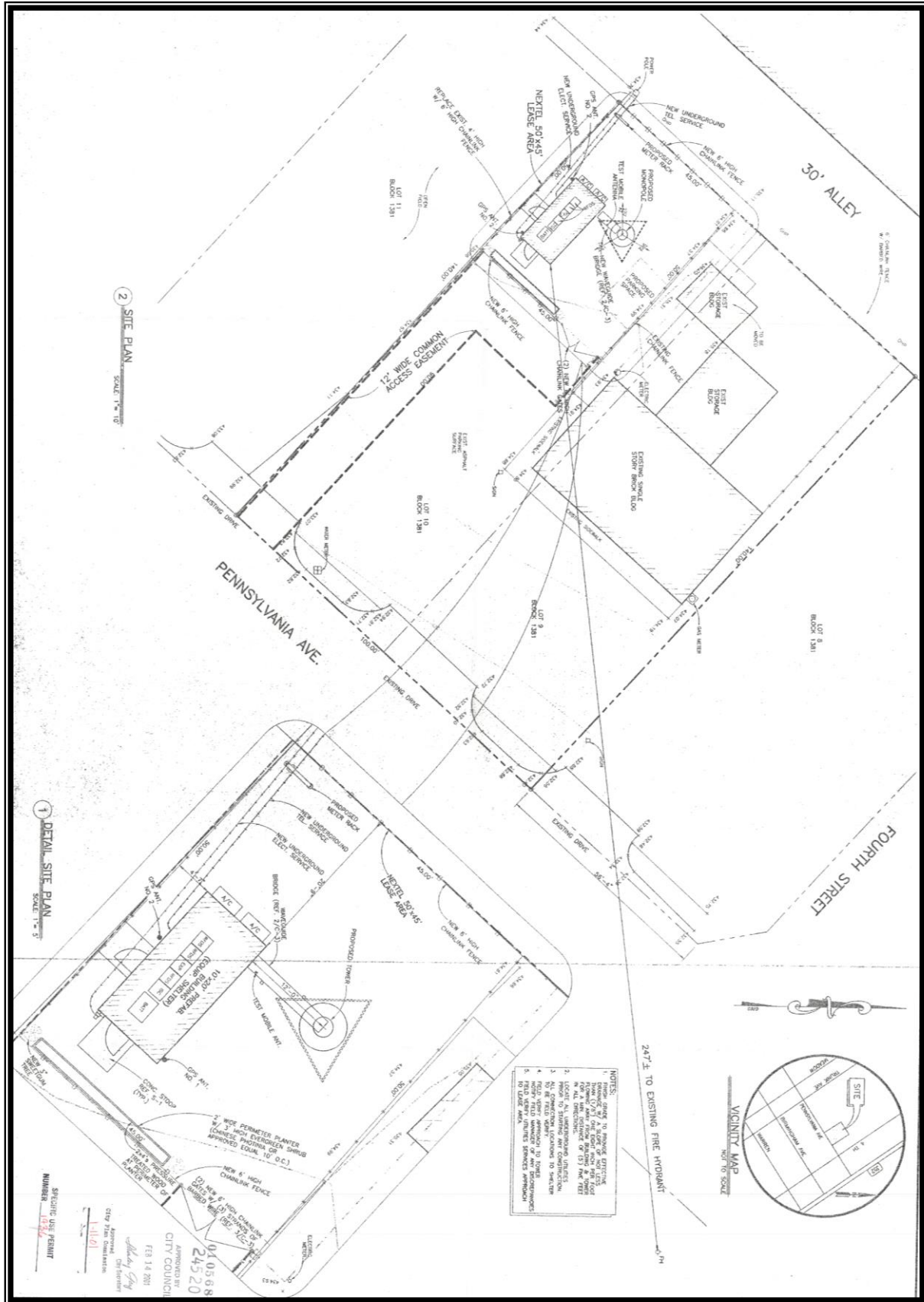
1. **USE:** The only use authorized by this specific use permit is a tower/antenna for cellular communication.
2. **SITE PLAN:** Use and development of the Property must comply with the attached site plan and elevation.
3. **TIME LIMIT:** This specific use permit expires on (ten years from the passage of the ordinance), but is eligible for automatic renewal for additional 10-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced.)
4. **COMMUNICATION TOWER:** Any antenna cells mounted on the tower/antenna for cellular communication must be mounted and any future co-location cells must be of the same type.
5. **FENCE:** A minimum six-foot fence must be provided in the location shown on the attached site plan.
6. **HEIGHT:** The tower/antenna for cellular communication may not exceed 78 feet in height.
7. **SCREENING:** A maximum of a three foot hedgerow must be planted and in place around the perimeter of the site (two years from the passage of the ordinance).
8. **SHARED USE WITH OTHER CARRIERS:** Any tower/antenna for cellular communication over 65 feet in height must be constructed to support the antenna arrays for at least two other wireless communications carriers, and the tower/antenna for cellular communication must be made available to other carriers upon reasonable terms.
9. **MAINTENANCE:** The Property must be properly maintained in a state of good repair and neat appearance.
10. **GENERAL REQUIREMENTS:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN

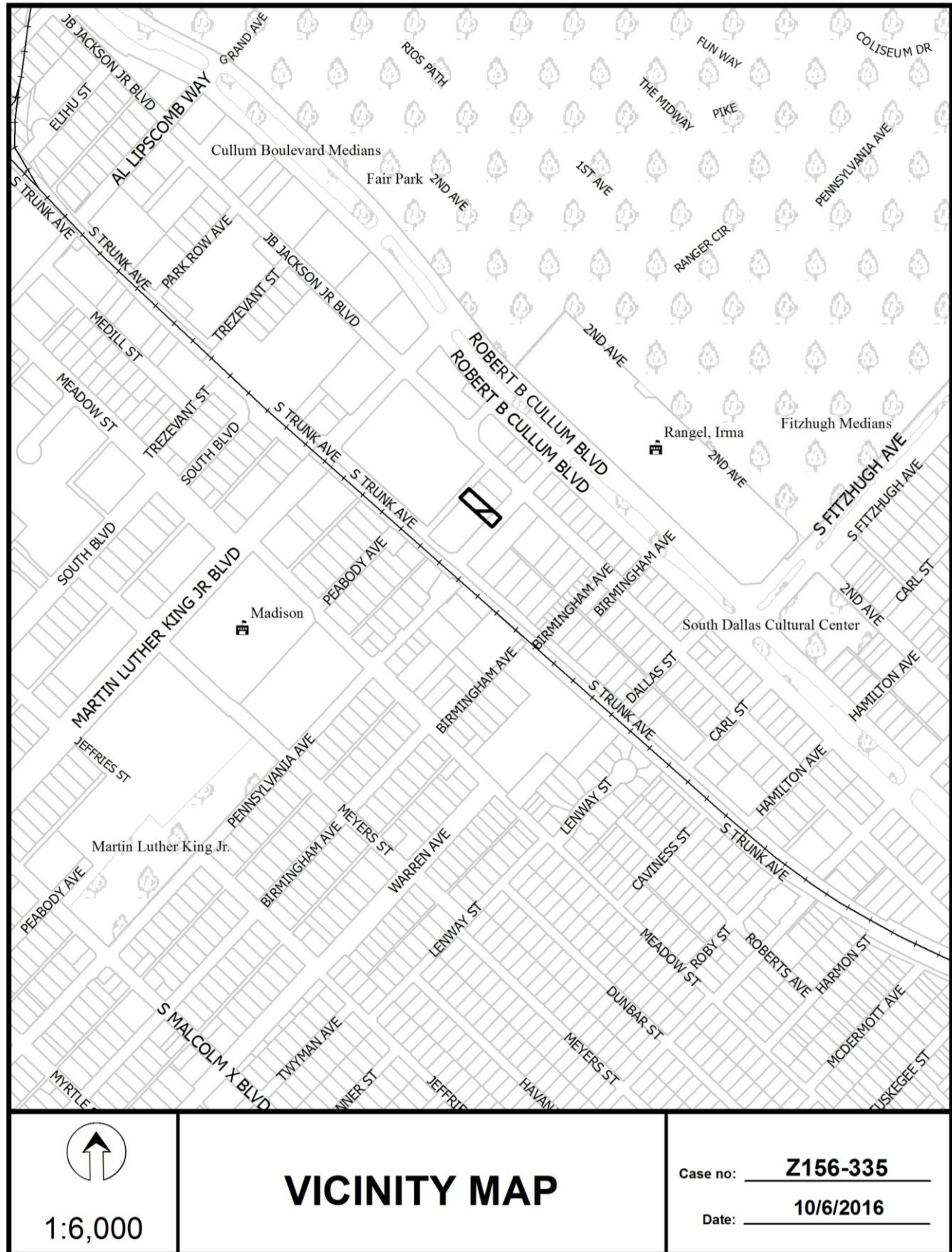


APPROVED SITE PLAN

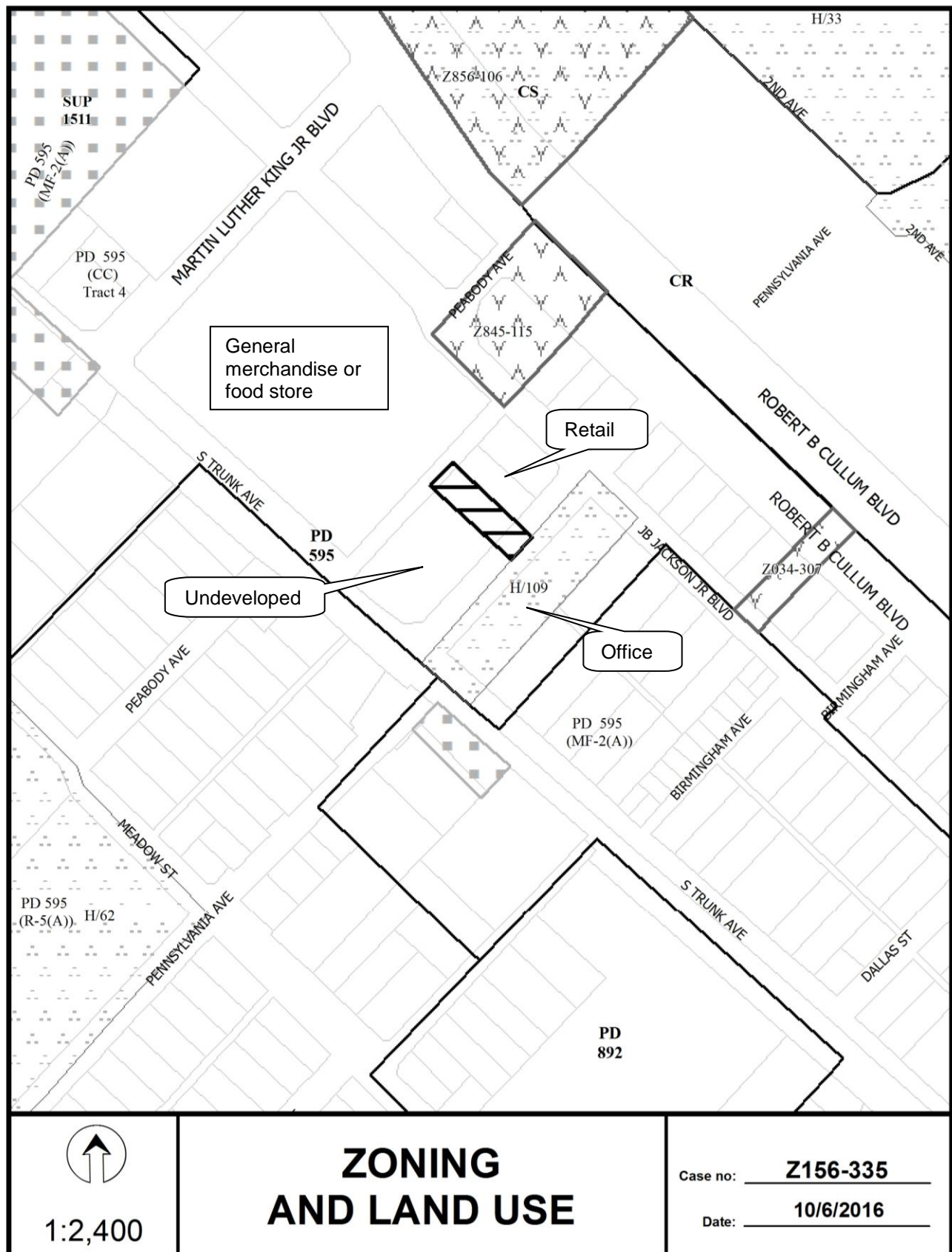
February 14, 2001



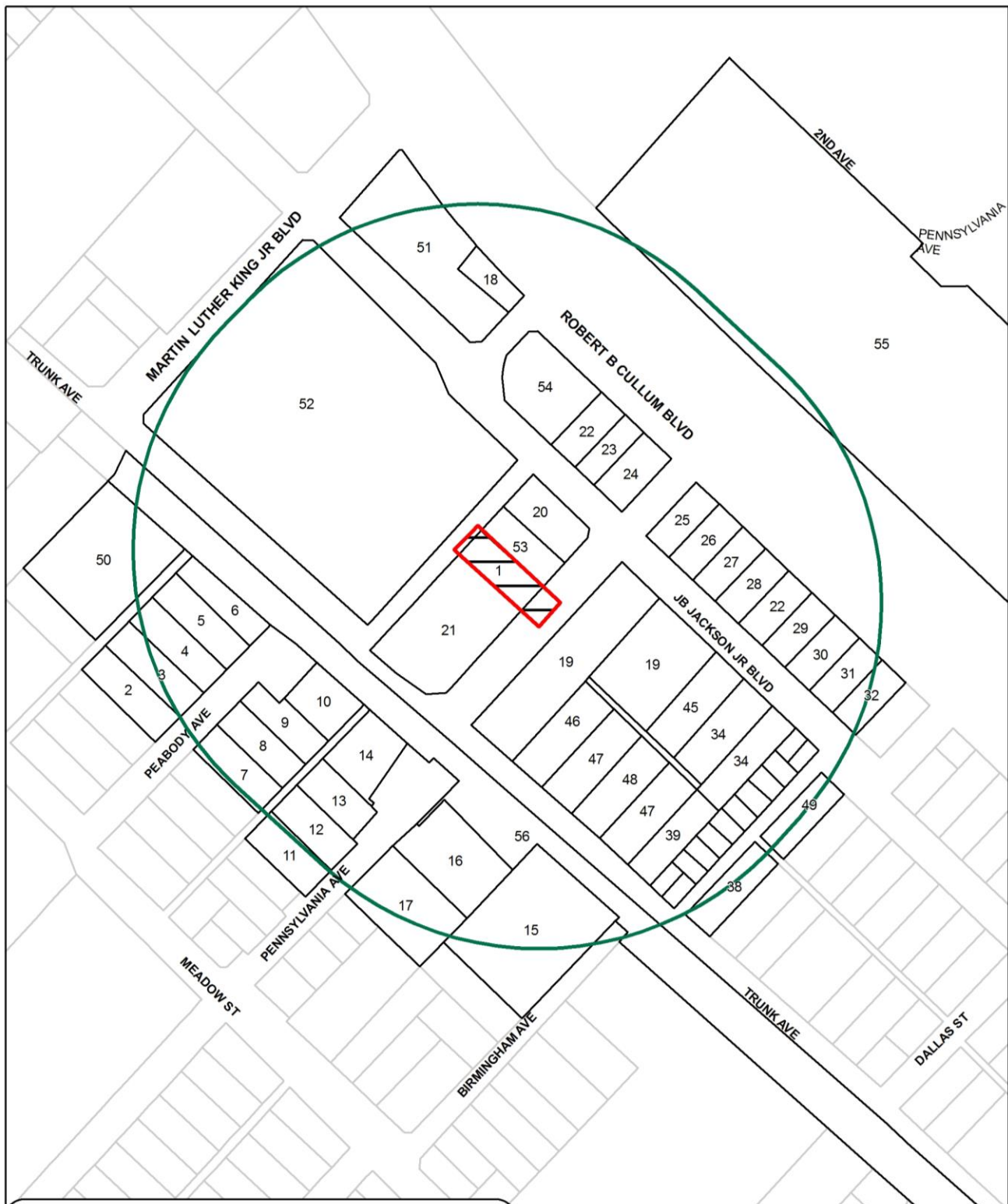
Z156-335(WE)







CPC RESPONSES



<u>56</u>	Property Owners Notified (63 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>500'</u>	Area of Notification
<u>11/10/2016</u>	Date

Z156-335
CPC



1:2,400

Notification List of Property

Z156-335

56 Property Owners Notified 0 Property Owners in Favor 0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	3223 PENNSYLVANIA AVE	WILLIAMS RICKEY A
	2	3113 PEABODY AVE	JBIII INVESTMENT INC
	3	3117 PEABODY AVE	JONES EMMA M
	4	3121 PEABODY AVE	BLANCO ROSA
	5	3125 PEABODY AVE	BLOW DON
	6	3131 PEABODY AVE	BLOW DON WAYNE
	7	3116 PEABODY AVE	PERALTA JUAN BENITEZ
	8	3122 PEABODY AVE	DECKARD ROSETTA & NATHANIEL
	9	3126 PEABODY AVE	DALLAS AREA RAPID TRANSIT
	10	3130 PEABODY AVE	DART
	11	3113 PENNSYLVANIA AVE	LEWIS JOHN A SR
	12	3117 PENNSYLVANIA AVE	MCMILLAN WILLIE EDWARD
	13	3121 PENNSYLVANIA AVE	GUERRA EMMANUEL
	14	3125 PENNSYLVANIA AVE	HUNTER DANNY J
	15	3131 BIRMINGHAM AVE	MULTIPLE STREAMS OF GRACE
	16	3128 PENNSYLVANIA AVE	SETTLES C L
	17	3116 PENNSYLVANIA AVE	TWO PODNERS
	18	1507 ROBERT B CULLUM BLVD	OTIS SCRUGGS
	19	3224 PENNSYLVANIA AVE	MITCHEM DERRICK
	20	3227 PENNSYLVANIA AVE	EJIGU HAILU &
	21	3203 PENNSYLVANIA AVE	SIMPLE FAITH
	22	1715 ROBERT B CULLUM BLVD	HOLMES RONNIE L
	23	1618 J B JACKSON JR BLVD	YELDELL CLAUD JR
	24	1620 J B JACKSON JR BLVD	ASKEW MATTIE LEE
	25	1702 J B JACKSON JR BLVD	HALL EMMA ESTATE OF
	26	1704 J B JACKSON JR BLVD	BROWN EARL RICHARD
	27	1710 J B JACKSON JR BLVD	HARRIS & HARRIS PPTIES LLC

11/09/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
28	1712	J B JACKSON JR BLVD	BEDFORD L A JR
29	1718	J B JACKSON JR BLVD	BEDFORD L A JR
30	1720	J B JACKSON JR BLVD	F & S PROPERTIES LLC
31	1722	J B JACKSON JR BLVD	SMITH CHRISTINE
32	1724	J B JACKSON JR BLVD	GREAT WESTERN FINCL SERV
33	3213	BIRMINGHAM AVE	ALEXANDER BURLEE
34	1725	J B JACKSON JR BLVD	EQUABLE INVESTMENT CORP
35	1732	TRUNK AVE	R M W DEV INC
36	3217	BIRMINGHAM AVE	MARTINEZ CHRISTINA
37	3203	BIRMINGHAM AVE	DALLAS BLACK CHAMBER
38	1733	J B JACKSON JR BLVD	GARTH ARKIT
39	1722	TRUNK AVE	DALLAS BLACK CHAMBER
40	1731	J B JACKSON JR BLVD	GARTH ARKIT
41	3209	BIRMINGHAM AVE	MAY ALONZA
42	3215	BIRMINGHAM AVE	NASH MILDRED
43	3211	BIRMINGHAM AVE	STRINGER JERRY R
44	1730	TRUNK AVE	MURRAY EUNICE
45	1719	J B JACKSON JR BLVD	HUDSON JOE
46	1708	TRUNK AVE	JUSGO INC
47	1712	TRUNK AVE	SIMPLE FAITH INTERNATIONAL
48	1716	TRUNK AVE	WAGONER ROBERT ETAL
49	1801	J B JACKSON JR BLVD	MASON ARKIT EUGENE
50	3116	MARTIN LUTHER KING JR BLVD	RESOURCES ASSISTANTS CORP
51	3300	MARTIN LUTHER KING JR BLVD	NCNB TEXAS NATIONAL BANK
52	3230	MARTIN LUTHER KING JR BLVD	2ML REAL ESTATE INTEREST INC
53	3223	PENNSYLVANIA AVE	ZUBIRI GERARDO SR
54	1707	ROBERT B CULLUM BLVD	MAVRICK DEVELOPMENT CORPORATION
55	1718	ROBERT B CULLUM BLVD	Dallas ISD
56	401	S BUCKNER BLVD	DART

AGENDA ITEM # 78

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 13

DEPARTMENT: Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 26L

SUBJECT

A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 1.24 acres of the current 1.73 acres of land, located at 7580 Greenville Avenue, within the floodplain of White Rock Creek, Fill Permit 17-02 - Financing: No cost consideration to the City

BACKGROUND

This request is to fill approximately 1.24 acres of the current 1.73 acres of floodplain land, from a total tract of 1.73 acres, to be used for a restaurant. The proposed fill is located at 7580 Greenville Avenue, within the floodplain of the White Rock Creek.

A neighborhood meeting was held at the Lake Highlands Recreation Center on May 25, 2017. Attendees included the developer's engineer, four City staff members and three citizens from the area. There has been no objection to the fill permit.

The fill permit application meets all engineering requirements for filling in the floodplain as specified in Part II of the Dallas Development Code, Section 51A-5.105(h). The applicant has not requested a waiver of any criteria. Accordingly, the City Council should approve this application; or, it may pass a resolution to authorize acquisition of the property under the laws of eminent domain and may then deny the application in order to preserve the status quo until acquisition.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

OWNER/APPLICANT

Tommy Crowell
Standridge Companies, LLC
15640 Quorum Drive
Dallas, Texas 75229

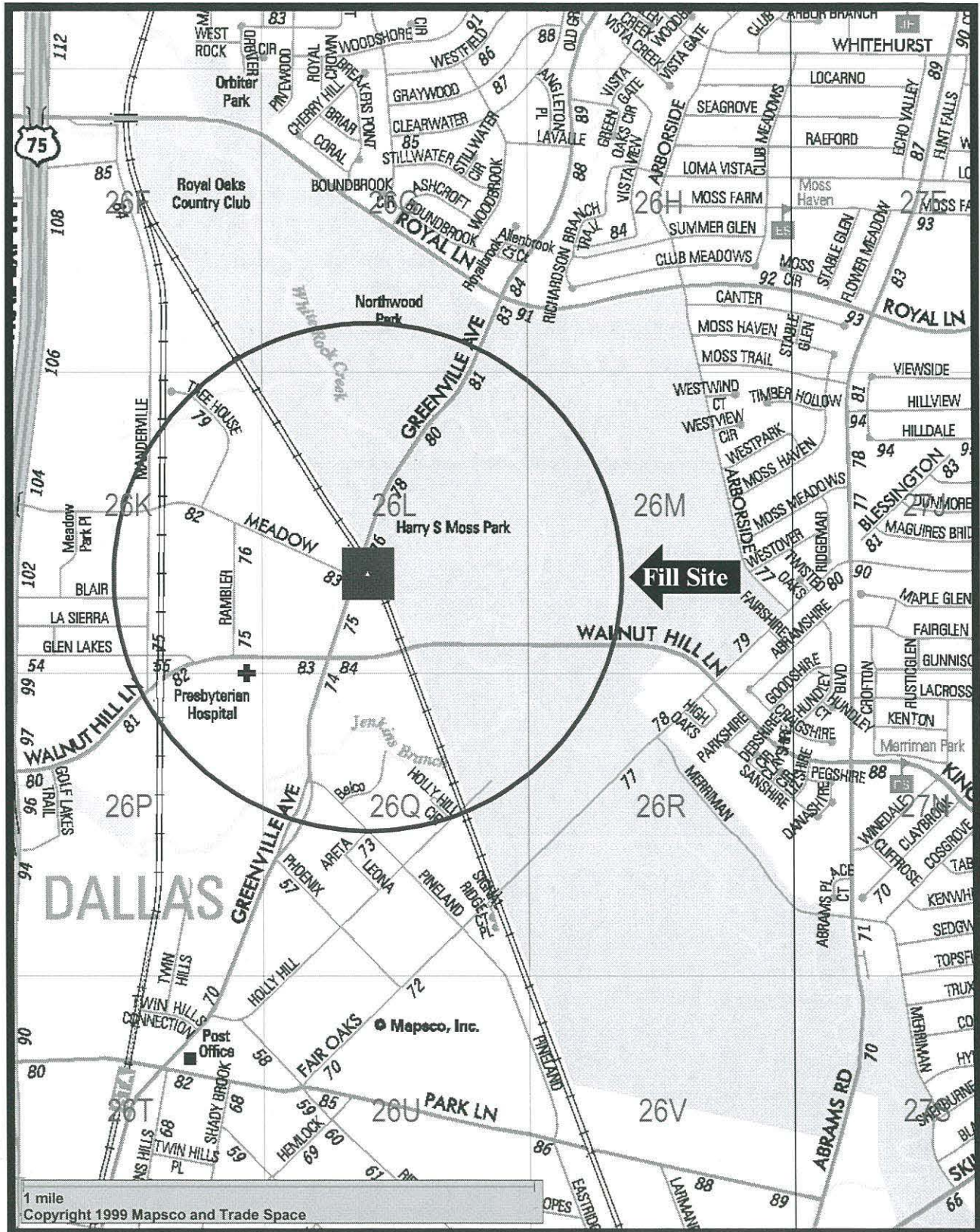
ENGINEER

Mr. Brendon Wheeler
Wier & Associates, Inc.
2201 E. Lamar Boulevard, Suite 200E
Arlington, Texas 76006

MAP

Attached

Fill Permit 17-02



Mapsco 26-L

AGENDA ITEM # 79

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 70N

SUBJECT

A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.61 acres of the current 17.41 acres of land, located at 1700 Woody Road, within the floodplain of Stream 4C3, Fill Permit 17-03 - Financing: No cost consideration to the City

BACKGROUND

This request is to fill approximately 0.61 acres of the current 17.41 acres of floodplain land, from a total tract of 79.24 acres, to be used for single family residential homes. The proposed fill is located at 1700 Woody Road, within the floodplain of Stream 4C3.

A neighborhood meeting was held at the Kleberg-Rylie Recreation Center on May 24, 2017. Attendees included the developer's engineer, two city staff members and four citizens from the area. There has been no objection to the fill permit.

The fill permit application meets all engineering requirements for filling in the floodplain as specified in Part II of the Dallas Development Code, Section 51A-5.105(h). The applicant has not requested a waiver of any criteria. Accordingly, the City Council should approve this application; or, it may pass a resolution to authorize acquisition of the property under the laws of eminent domain and may then deny the application in order to preserve the status quo until acquisition.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

OWNER/APPLICANT

Elaine Torres, Vice-President of Development - DFW
LGI Homes
1450 Lake Robbins Drive, Suite 430
The Woodlands, Texas 77380

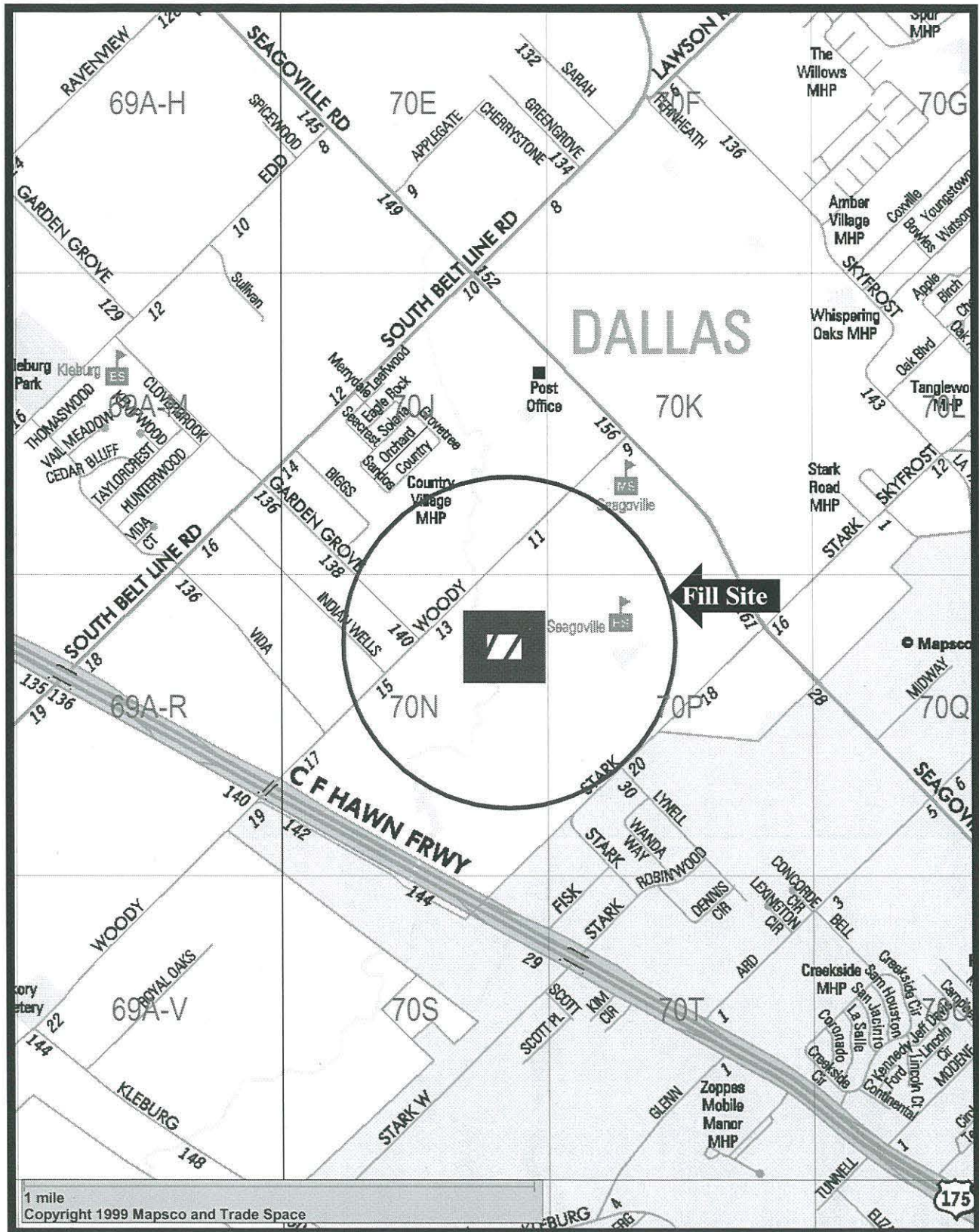
ENGINEER

Jason Elms, P.E.
Pape-Dawson Engineers, Inc.
5700 W. Plano Parkway, Suite 2500
Plano, Texas 75093

MAP

Attached

Fill Permit 17-03



Mapsco 70-N

AGENDA ITEM # 80

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 28, 2017
COUNCIL DISTRICT(S): 9
DEPARTMENT: Trinity Watershed Management
CMO: Jody Puckett, 670-3390
MAPSCO: 37T

SUBJECT

A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.045 acres of the current 0.16 acres of land, located at 2616 Pasadena Place, within the floodplain of White Rock Creek, Fill Permit 17-05 - Financing: No cost consideration to the City

BACKGROUND

This request is to fill approximately 0.045 acres of the current 0.16 acres of floodplain land, from a total tract of 0.27 acres, to be used for a single family home. The proposed fill is located at 2616 Pasadena Place, within the floodplain of White Rock Creek.

A neighborhood meeting was held at the Samuell Grand Recreation Center on May 31, 2017. Attendees included the owner, builder, and engineer, four City staff, and three citizens from the neighborhood. There has been no objection to the fill permit.

The fill permit application meets all engineering requirements for filling in the floodplain as specified in Part II of the Dallas Development Code, Section 51A-5.105(h). The applicant has not requested a waiver of any criteria. Accordingly, the City Council should approve this application; or, it may pass a resolution to authorize acquisition of the property under the laws of eminent domain and may then deny the application in order to preserve the status quo until acquisition.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

OWNER/APPLICANT

Michael Molthan and Danya Anderson
Molthan Brookes Luxury Builders
5438 Martel Avenue
Dallas, Texas 75206

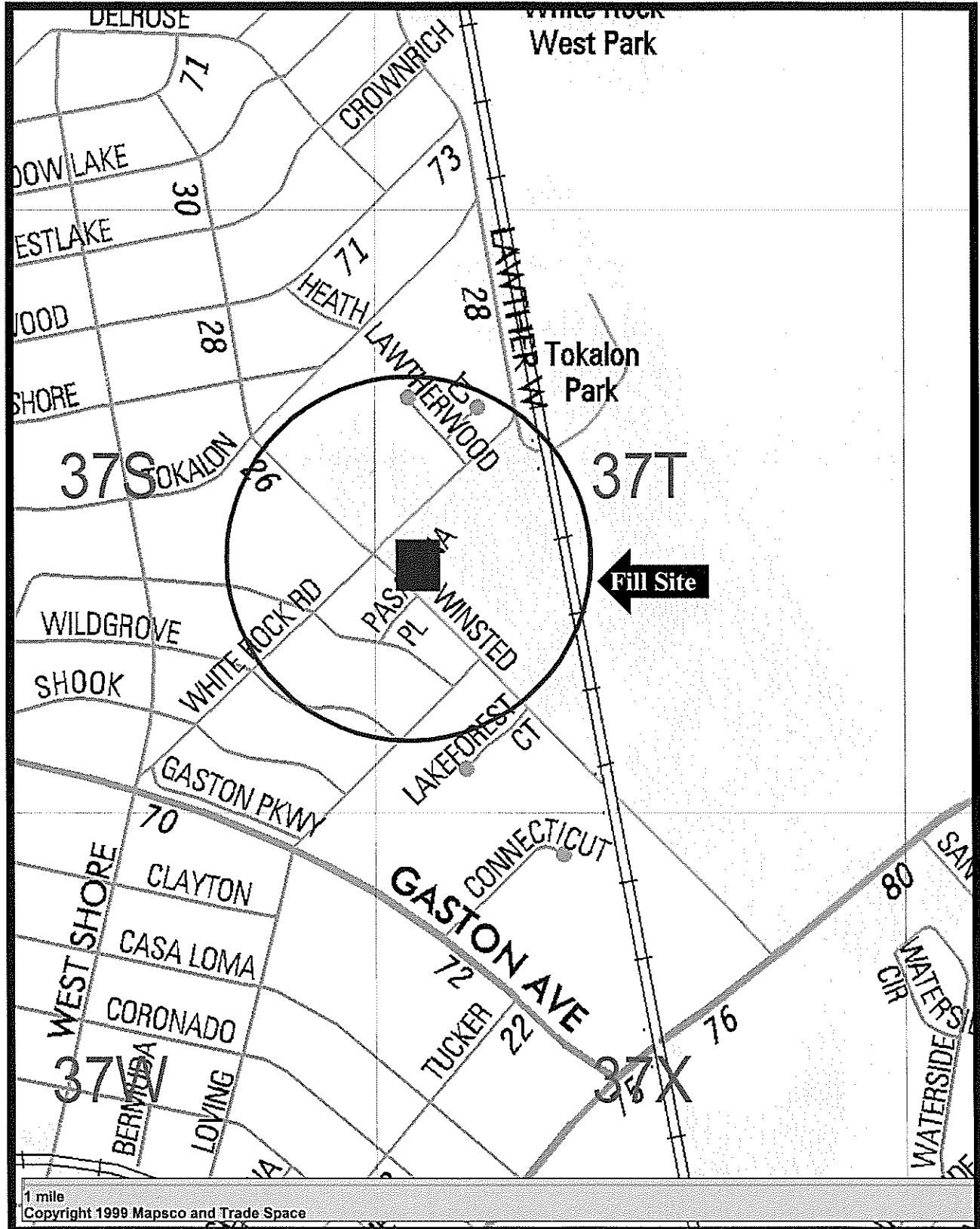
ENGINEER

Mark W. Roberts, P.E.
Nathan D. Maier Consulting Engineers, Inc.
8080 Park Lane, Suite 600
Dallas, Texas 75231

MAP

Attached

Fill Permit 17-05



KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 13

DEPARTMENT: Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 26Z

SUBJECT

A public hearing to receive comments regarding the application for and approval of the fill permit and removal of the floodplain (FP) prefix from approximately 0.75 acres of the current 1.42 acres of land, located at 6631 Larmanda Street, within the floodplain of Caruth Creek, Fill Permit 17-06 - Financing: No cost consideration to the City

BACKGROUND

This request is to fill approximately 0.788 acres of the current 0.75 acres of the current 1.42 acres of floodplain land, from a total tract of 3.95 acres to be used for a car wash. The proposed fill is located at 6631 Larmanda Street, within the floodplain of Caruth Creek.

A neighborhood meeting was held at the Ridgewood/Belcher Recreation Center on May 30, 2017. Attendees included the developer's engineer, three City staff members. No citizens from the area attended. There has been no objection to the fill permit.

The fill permit application meets all engineering requirements for filling in the floodplain as specified in Part II of the Dallas Development Code, Section 51A-5.105(h). The applicant has not requested a waiver of any criteria. Accordingly, the City Council should approve this application; or, it may pass a resolution to authorize acquisition of the property under the laws of eminent domain and may then deny the application in order to preserve the status quo until acquisition.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on June 23, 2017.

FISCAL INFORMATION

No cost consideration to the City.

OWNER/APPLICANT

Frank S. Nuchereneno, Partner
FWLP,LP
12270 Coit Road
Dallas, Texas 75251

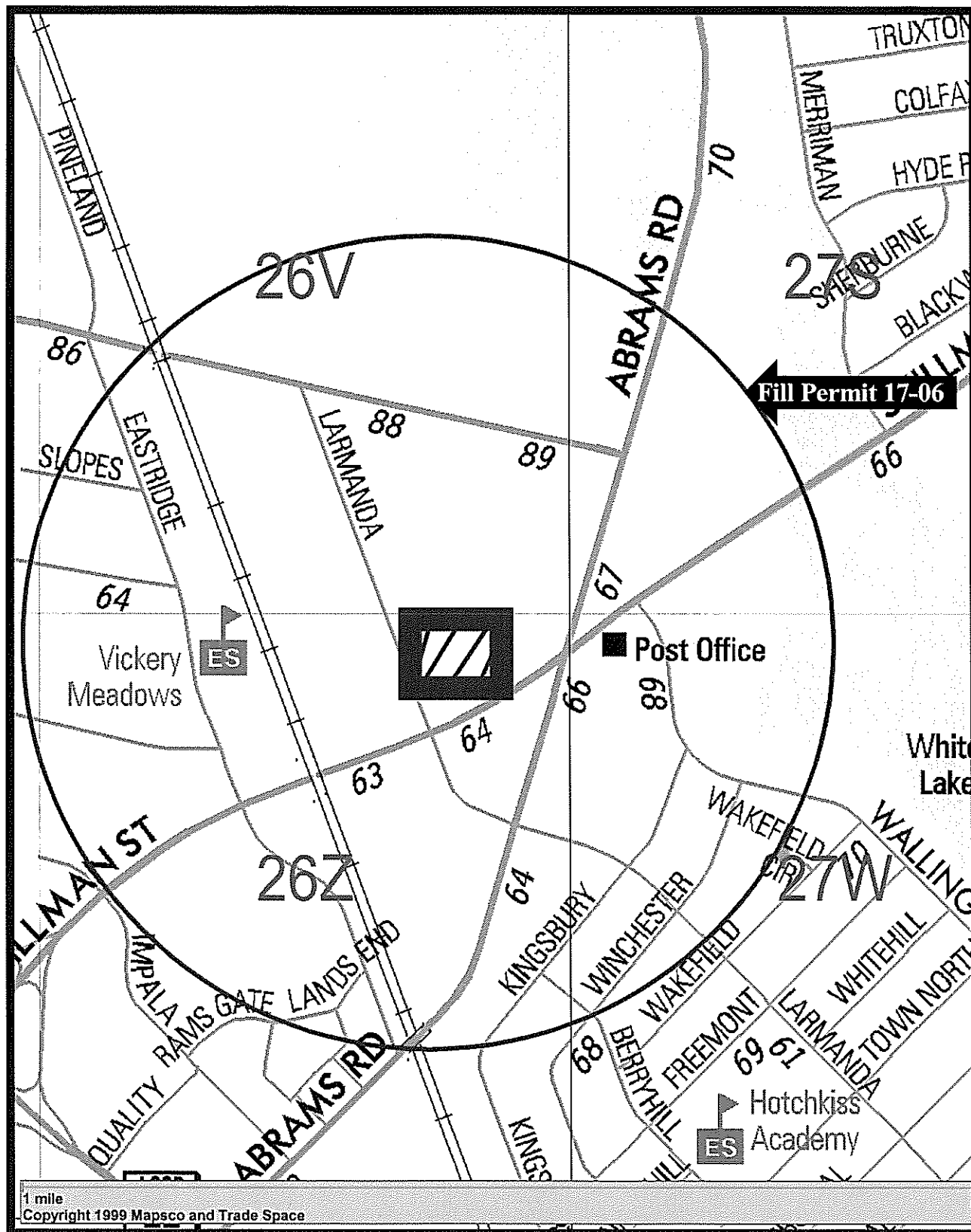
ENGINEER

Mayra Ortiz, P.E., CFM
Halff Associates, Inc.
1201 North Bowser Road
Richardson, Texas 75081

MAP

Attached

Fill Permit 17-06



KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Raquel Favela, 670-3309

MAPSCO: 46R

SUBJECT

A public hearing to receive comments on the proposed sale of one unimproved property acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Inncity Community Development Corporation, a qualified non-profit organization; and, at the close of the public hearing, authorize the City Manager to: **(1)** quitclaim one unimproved property (list attached) to South Dallas Fair Park Inncity Community Development Corporation, under the House Bill 110 process of the City's Land Transfer Program; and **(2)** release the City's non-tax liens included in the foreclosure judgment together with post-judgment non-tax liens, if any - Revenue: \$1,000

BACKGROUND

The House Bill (HB)110 process of the City's Land Transfer Program, in accordance with Section 2-26 of the Dallas City Code ("Code") and with Section 253.010 of the Texas Local Government Code, permits the City to sell land, that it acquired from the Sheriff through tax foreclosure and which it holds, as a trustee, for itself and the other taxing jurisdictions, to a qualified non-profit organization for the purpose of providing affordable housing, subject to the consent of the other taxing jurisdictions.

Property eligible for the HB110 process of the City's Land Transfer Program must be sold by quitclaim deed that includes a possibility of reverter and right of re-entry, triggered under certain conditions, including if construction of affordable housing is not completed on the property within three years of the non-profit's receipt of the quitclaim deed. The quitclaim deed must also include deed restrictions that require the desired development of the property and maintain the affordability of the property as required by the Code. Per the Code, the sales price of each property is \$1,000 for up to 7,500 square feet of land plus \$0.133 for each additional square foot of land, which amount is distributed by the City to both the City and the other taxing jurisdictions in accordance with Section 34.06 of the Texas Tax Code, plus an amount equal to the actual fees charged for recording the Sheriff's deed and the quitclaim deed in the real property records.

BACKGROUND (continued)

Prior to the approval of any sale, the Code requires that the City Council provide certain notices to the public and hold a public hearing to receive comments on the proposed sale of the land.

South Dallas Fair Park Innercity Community Development Corporation (ICDC) submitted a proposal to construct one single-family home with the home containing approximately 1,300 to 1,400 square feet on one unimproved HB110 process-eligible, Land Transfer Program property, identified on Exhibit A, attached to the resolution, for purchase by a low to moderate income homebuyer at a proposed sales price of \$95,000 to \$105,000 with construction to begin in January 2018.

This item calls for a public hearing to allow the public an opportunity to comment on the proposed sale of one unimproved property to ICDC, and, at the close of the public hearing, authorizes the sale of the property to ICDC, by quitclaim deed and the release of the City's non-tax liens included in the foreclosure judgment and the post-judgment non-tax liens, if any.

In conformance with the Code, at least ten calendar days prior to the public hearing, a sign indicating the time and place of the public hearing was placed on the property, notification of the public hearing was mailed to property owners within 200 feet of the property, and notice of the public hearing was published in the Dallas Morning News.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 26, 2017, City Council authorized a public hearing to receive comments on the proposed sale by quitclaim deed of one unimproved property acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Innercity Community Development Corporation by Resolution No. 17-0688.

On May 15, 2017, the Housing Committee was briefed by memorandum regarding this matter.

FISCAL INFORMATION

Revenue - \$1,000

OWNER

South Dallas Fair Park Innercity Community Development Corporation

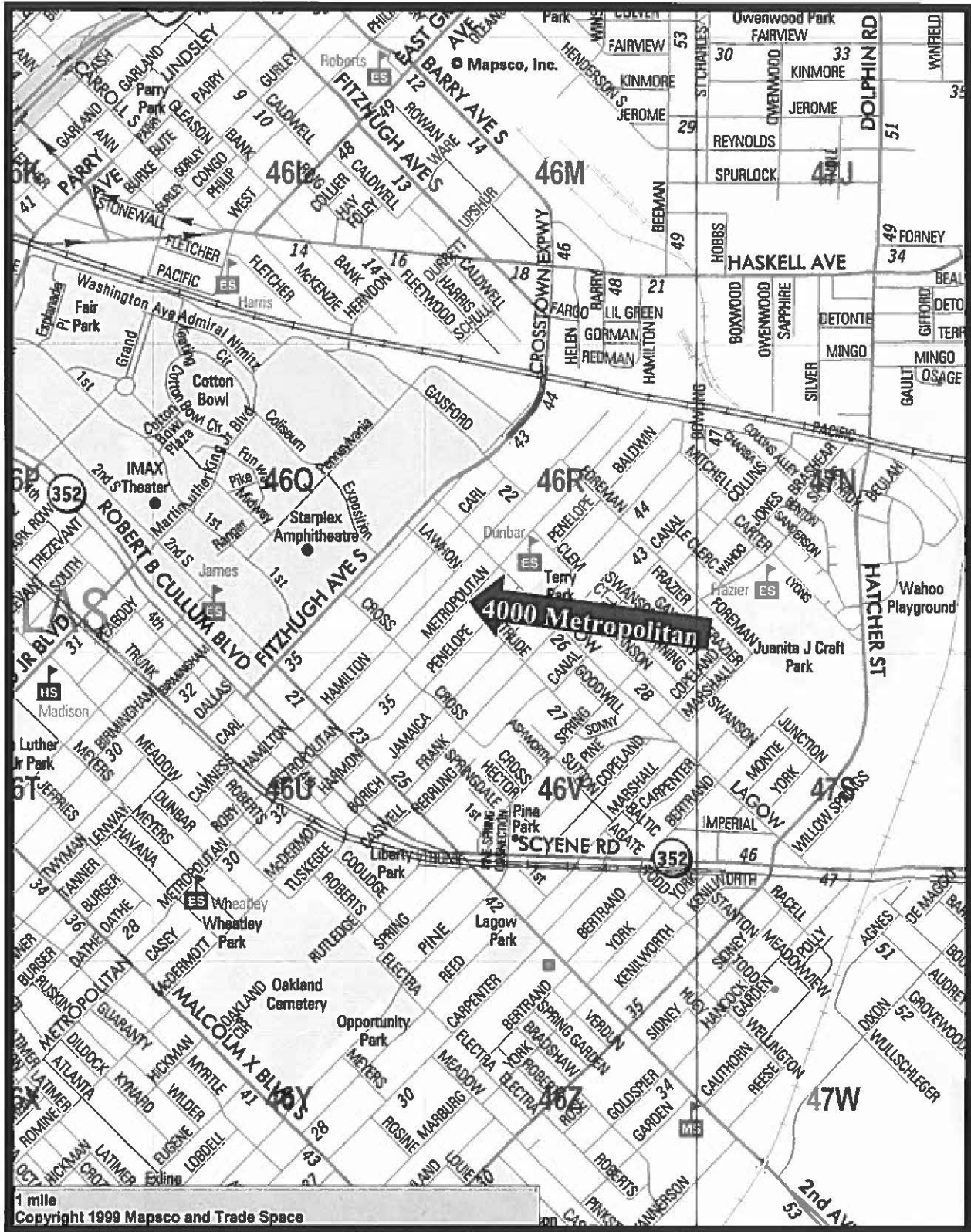
Diane Ragsdale, Managing Director

MAP

Attached

Tax Foreclosure and Seizure Property Resale

Parcel No.	<u>Address</u>	<u>Non-Profit Organization</u>	<u>Mapsco</u>	<u>DCAD Amount</u>	<u>Sale Amount</u>	<u>Vac/ Imp</u>	<u>Zoning</u>
1.	4000 Metropolitan	South Dallas Fair Park Innercity Community Development Corporation	46R	\$5,000	\$1,000	V	PD-595



MAPSCO 46R

June 28, 2017

WHEREAS, the City's Land Transfer Program, in accordance with Section 2-26 of the Dallas City Code ("Code") and with Section 253.010 of the Texas Local Government Code, permits the City to sell land, that it acquired from the Sheriff through tax foreclosure and which it holds, as a trustee, for itself and the other taxing jurisdictions, to a qualified non-profit organization for the purpose of providing affordable housing, subject to the consent of the other taxing jurisdictions; and

WHEREAS, property eligible for the House Bill (HB)110 process of the City's Land Transfer Program must be sold by quitclaim deed that includes a possibility of reverter and right of re-entry, triggered under certain conditions, including if construction of affordable housing is not completed on the property within three years of the non-profit's receipt of the quitclaim deed; and

WHEREAS, the quitclaim deed must also include deed restrictions that require the desired development of the property and maintain the affordability of the property as required by the Code; and

WHEREAS, per the Code, the sales price of each property is \$1,000 for up to 7,500 square feet of land plus \$0.133 for each additional square foot of land, which amount is distributed by the City to both the City and the other taxing jurisdictions in accordance with Section 34.06 of the Texas Tax Code, plus an amount equal to the actual fees charged for recording the Sheriff's deed and the quitclaim deed in the real property records; and

WHEREAS, prior to the approval of any sale, the Code requires that the City Council provide certain notices to the public and hold a public hearing to receive comments on the proposed sale of the land; and

WHEREAS, South Dallas Fair Park Innercity Community Development Corporation submitted a proposal to construct one single-family home with the home containing approximately 1,300 to 1,400 square feet on one unimproved HB110 process-eligible, Land Transfer Program property, identified on Exhibit A, attached hereto and made a part hereof (hereinafter the "property"), for purchase by a low to moderate income homebuyer at a proposed sales price of \$95,000 to \$105,000 with construction to begin in January 2018; and

WHEREAS, at least ten calendar days prior to the public hearing, a sign indicating the time and place of the public hearing was placed on the property, notification of the public hearing was mailed to property owners within 200 feet of the property, and notice of the public hearing was published in the Dallas Morning News.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

June 28, 2017

SECTION 1. That upon receipt of the requisite monetary consideration from South Dallas Fair Park Innercity Community Development Corporation (hereinafter the “non-profit organization”) and the approval of the governing bodies of the other affected taxing jurisdictions, the City Manager is hereby authorized to execute a quitclaim deed, approved as to form by the City Attorney and attested by the City Secretary, quitclaiming the property, acquired by the taxing authorities from the Sheriff, to the non-profit organization, subject to the conditions contained in this resolution.

SECTION 2. That the City Manager is hereby authorized to execute instruments, approved as to form by the City Attorney, releasing the City’s non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any, on the property.

SECTION 3. That the non-profit organization’s proposal for the development of affordable housing on the property, described in Exhibit A, is hereby approved.

SECTION 4. That the quitclaim deed shall contain:

- (a) A copy or summary of the proposal from the non-profit organization for the property and a requirement that the non-profit organization develop the property in accordance with the proposal, including the timetable specified in the proposal.
- (b) A possibility of reverter with right of re-entry if the Director for Housing and Neighborhood Revitalization determines that the non-profit organization:
 - (i) has failed to take possession of the property within ninety calendar days after receiving the quitclaim deed;
 - (ii) has failed to complete construction of affordable housing on the property within three years after receiving the quitclaim deed or by the end of any extended development period approved by the City Council in accordance with Section 2-26.6(c) of the Code;
 - (iii) is not developing the property in compliance with the timetable specified in the non-profit organization’s proposal;
 - (iv) is unable to develop the land in compliance with its proposal because a request for a zoning change has been denied;
 - (v) has incurred a lien on the property because of violations of the Code or other City ordinances within three years after receiving the quitclaim deed; and

June 28, 2017

SECTION 4. (continued)

- (vi) has sold, conveyed, or transferred the property without the consent of the City and the other affected taxing jurisdictions within three years after receiving the quitclaim deed.
- (c) Deed restrictions requiring the purchaser to:
 - (i) restrict the sale and resale of owner-occupied property to low-income individuals or families for five years after the date the deed from the non-profit organization to the initial homebuyer is filed in the real property records of the county in which the property is located;
 - (ii) require the non-profit organization to develop all proposed housing units on the property in accordance with the Code and all applicable City ordinances and state and federal laws within three years after receiving the quitclaim deed or by the end of any extended development period approved by the City Council in accordance with Section 2-26.6(c) of the Code, and to obtain inspections and approval of the housing units by the City before initial occupancy; and
 - (iii) require any low-income individual or family who purchases a housing unit on a property to maintain the housing unit in accordance with the Code and all applicable City ordinances and state and federal laws for a period of five years after the date the deed from the non-profit organization to the initial homebuyer is filed in the real property records of the county in which the property is located.
- (d) An indemnification by the non-profit organization of the City and other affected taxing jurisdictions.
- (e) A statement and acknowledgment that the quitclaim deed for the property is subject to all redemption rights provided by state law.

June 28, 2017

SECTION 4. (continued)

- (f) The non-profit organization's representation and agreement that it did not purchase the property on behalf of a "prohibited person" and will not sell or lease the property to a "prohibited person" for five years from the date of the quitclaim deed. A "prohibited person" is any party who was named as a defendant in the legal proceedings where the City obtained a final judgment for delinquent taxes and an order to foreclose its tax lien on the property or person in the judgment or seizure tax warrant, or the Sheriff's deed as the owner of the property, authorized seized and ordered sold for delinquent taxes and any municipal health and safety liens.

SECTION 5. That the City Manager is hereby authorized to execute instruments, approved as to form by the City Attorney, releasing the City's possibility of reverter with right of re-entry and terminating the deed restrictions to the property upon compliance with all terms and conditions of Section 2-26 of the Code and the quitclaim deed, including the deed restrictions and the proposal.

SECTION 6. That the non-profit organization shall be responsible for the pro-rata taxes assessed on the property from the date of closing for the remaining part of the then-current calendar year. The property shall be placed back on the tax rolls effective as of the date of execution of the quitclaim deed.

SECTION 7. That any procedures required by Section 2-24 of the Code that are not required by state law are hereby waived with respect to conveyance of the property.

SECTION 8. That the monetary consideration received from the non-profit organization shall be distributed pursuant to the Section 34.06 of the Texas Tax Code.

SECTION 9. That any and all proceeds for the City's sale of the property to the non-profit organization be deposited in General Fund, Fund 0001, Department DEV, Balance Sheet 0519.

SECTION 10. That upon receipt of the monetary consideration from the non-profit organization, the Chief Financial Officer is hereby authorized to disburse proceeds of the sale of the property in accordance with Section 34.06 of the Texas Tax Code, which calculations for disbursement shall be provided by the Director of Sustainable Development and Construction, to the City of Dallas Land Based Receivables, the Dallas County District Clerk and the Dallas County Tax Office from the account specified in Section 9 above.

SECTION 11. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

EXHIBIT "A"

LAND TRANSFER PROPERTIES				
PARCEL NUMBER	STREET ADDRESS LEGAL DESCRIPTION	QUALIFIED PURCHASER	NUMBER OF HOMEOWNER UNITS	SALE AMOUNT
1	4000 Metropolitan Lot 1, Metropolitan & Gertrude Addition Block 1846	South Dallas Fair Park Innercity Community Development Corporation	1	\$1,000.00
TOTAL				\$1,000.00

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office Of Environmental Quality

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45M R 46J N

SUBJECT

A public hearing to receive comments on a proposed municipal setting designation ordinance to prohibit the use of designated groundwater as potable water beneath property owned by Deep Ellum Hall, LLC, located near the intersection of South Hall Street and Jeffries Street and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation certificate to Deep Ellum Hall, LLC, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City

Recommendation of Staff: Approval

BACKGROUND

Based on information provided by the Applicant, the designated property is underlain by a perched shallow groundwater bearing unit which is encountered between 22 to 26 feet below ground surface (bgs) and extends to approximately 50 feet bgs at the top of the underlying Austin Chalk Formation. The Austin Chalk Formation is considered a regional aquitard comprised primarily of light gray limestone chalk and marl and is estimated to be approximately 400 feet thick. The Austin Chalk formation is underlain by a second regional aquitard, the Eagle Ford Shale, which has an estimated thickness of over 400 feet in the area. The direction of groundwater flow beneath the designated property is predominantly to the west. This shallow groundwater has been affected by tetrachloroethene (PCE) and trichloroethene (TCE) at concentrations above groundwater ingestion standards. The anticipated historical onsite source of these chemicals is from former chlorinated solvent use associated with automobile service and maintenance activities located in the southwest corner of 400 South Hall Street from the 1950s through the 1970s.

A portion of the designated property was entered into the Voluntary Cleanup Program (VCP) administered by the Texas Commission on Environmental Quality (TCEQ) in November 2016 and is designated as VCP Facility ID No. 2846.

BACKGROUND (continued)

The applicant has requested that the City support its application for a Municipal Setting Designation (MSD). A public meeting will be held on June 19, 2017 to receive comments and concerns. Notices of the meeting were sent to 644 property owners within 2,500 feet of the property and 84 private well owners within five miles of the property. There are no other municipalities within one-half mile of the property.

This item is a municipal setting designation ordinance prohibiting the use of potable groundwater beneath property located near the intersection of South Hall Street and Jeffries Street including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain closure through the VCP supported by a MSD. Currently the designated property is occupied by an air filter manufacturer at 400 South Hall Street. The remaining tracts of the property are currently vacant. The anticipated future use of the property is unknown; no formal redevelopment planning has been completed.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

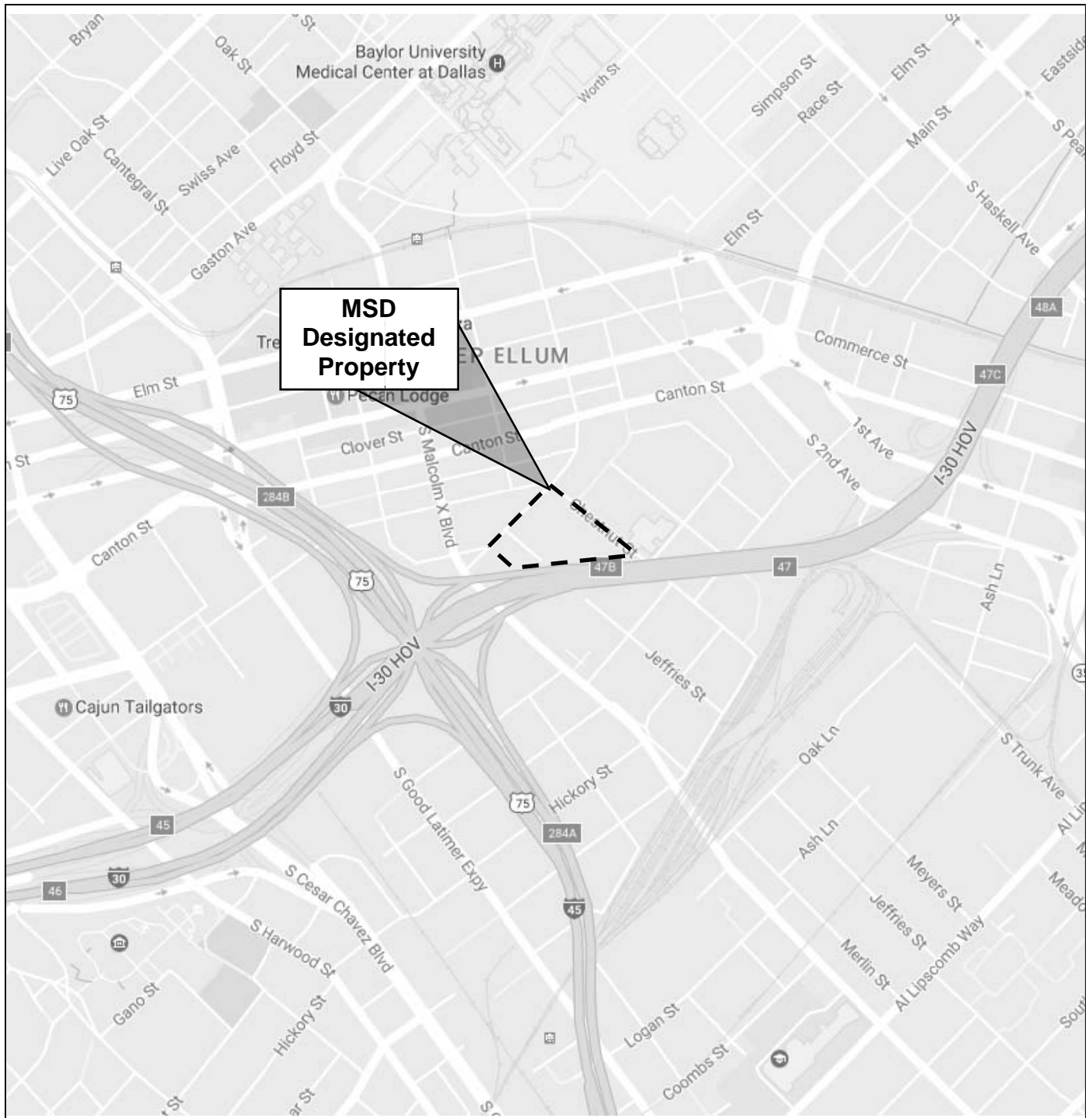
OWNER

Deep Ellum Hall, LLC

Stillwater Capital Investments, LLC, Managing Member
Aaron Sherman, Governing Person

MAP

Attached



CITY OF DALLAS



Municipal Setting Designation
 Designated Property Boundary Map
 MSD Log OEQ0068
 Applicant – Deep Ellum Hall, LLC
 Designated Property Address
 400 & 514 South Hall Street and
 2830 South Jeffries Street
 Dallas, TX 75226

ORDINANCE NO. _____

A municipal setting designation ordinance prohibiting the use of designated groundwater from beneath property generally located at 400 and 514 South Hall Street and 2830 Jeffries Street and supporting issuance of a municipal setting designation certificate by the Texas Commission on Environmental Quality; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

WHEREAS, Section 51A-6.108, “Municipal Setting Designation Ordinance,” of Article VI, “Environmental Performance Standards,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code authorizes municipal setting designation ordinances prohibiting the use of designated groundwater as potable water and thereby enable the Texas Commission on Environmental Quality to certify a municipal setting designation for designated property; and

WHEREAS, the city council finds that:

(1) the eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) this municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the city of Dallas;

(3) there is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) this municipal setting designation ordinance is necessary because the concentration of contaminants of concern exceed ingestion protective concentration levels for human ingestion; and

WHEREAS, the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the city of Dallas, have given the required notices and have held the required public hearings regarding this municipal setting designation ordinance; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A, attached to the ordinance.

SECTION 2. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

SECTION 3. That use of the designated groundwater from beneath the designated property as potable water is prohibited.

SECTION 4. That the use of the designated groundwater from beneath public rights-of-way included in the designated property as potable water is prohibited.

SECTION 5. That the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 6. That the following conditions are imposed on the designated property and designated groundwater:

- (1) The potable use of the designated groundwater from beneath the designated property is prohibited.
- (2) The potable use of the designated groundwater from beneath public rights-of-way included in the designated property is prohibited.

- (3) The portion of the designated property assigned VCP No. 2846 must receive a certificate of completion from the Texas Commission on Environmental Quality by no later than June 28, 2019.

SECTION 7. That the city council supports the application to the Texas Commission on Environmental Quality for a municipal setting designation on the designated property, with the following comments:

- (1) The Texas Commission on Environmental Quality, as the state agency chartered to protect human health and the environment, is requested to thoroughly review the conditions of the designated property and issue a certificate of completion only when all contaminants of concern, through the applicable routes of exposure, have been addressed.

SECTION 8. That the public rights-of-way immediately adjacent to the designated property must be included, at no additional cost to the city of Dallas, in the application to the Texas Commission on Environmental Quality.

SECTION 9. That a state or federal program must address the entire non-ingestion protective concentration level exceedence zone originating from sources on the designated property or migrating from the designated property no later than June 28, 2019. That within this time period, the applicant shall provide the managing director of the office of environmental quality documentation, including a certificate of completion from the Texas Commission on Environmental Quality, that it has been addressed to the satisfaction of the agency administering the program. If it has not been addressed, the managing director of the office of environmental quality may, for good cause, take any of the following actions:

- (1) allow additional time to address the non-ingestion protective concentration level exceedence zone;
- (2) request a review by the Texas Commission on Environmental Quality or the agency administering the program;

- (3) recommend to the city council that this municipal setting designation ordinance be repealed;
- (4) request additional information or documentation from the applicant; or
- (5) pursue other actions that the managing director of the office of environmental quality believes may be warranted.

SECTION 10. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules, and regulations of the city of Dallas; and all environmental regulations, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 11. That any person owning, operating, or controlling any portion of the designated property is responsible for ensuring compliance with this ordinance with respect to their portion of the designated property. Allowing use of designated ground water for potable purposes or failure to provide the managing director of the office of environmental quality with required documentation is a violation of this ordinance and may result in the ordinance being repealed for that portion of the designated property.

SECTION 12. That approval of this municipal setting designation ordinance shall not be construed to subject the city of Dallas to any responsibility or liability for any injury to persons or damages to property caused by any contaminant of concern.

SECTION 13. That within 30 days after adoption of this municipal setting designation ordinance, the applicant shall provide the managing director of the office of environmental quality with an electronic file showing the location of the designated property and the designated groundwater in a format compatible with the city of Dallas' geographic information system.

SECTION 14. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall file a certified copy of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

SECTION 15. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall send a certified copy of this municipal setting designation ordinance to the applicant and the Texas Commission on Environmental Quality, and that the managing director of the office of environmental quality shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 16. That the applicant shall provide the managing director of the office of environmental quality with a copy of the municipal setting designation certificate issued by the Texas Commission on Environmental Quality pursuant to Section 361.807 of the Texas Health and Safety Code within 30 days after issuance of the certificate.

SECTION 17. That the applicant shall provide the managing director of the office of environmental quality with a copy of the certificate of completion or other documentation issued by the Texas Commission on Environmental Quality showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code have been completed to the satisfaction of the Texas Commission on Environmental Quality within the time period required. The managing director of the office of environmental quality may, for good cause, extend the time for submitting the documentation.

SECTION 18. That the applicant shall notify the managing director of the office of environmental quality in writing if the applicant determines that notice is required to be sent to an owner of other property beyond the boundaries of the designated property under Title 30 Texas Administrative Code, Chapter 30, Section 350.55(b), and provide the name of the property owner, the property address, and a copy of the notice sent to the property owner.

SECTION 19. That a person violating a provision of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

SECTION 20. That Chapter 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this municipal setting designation ordinance.

SECTION 21. That the terms and provisions of this municipal setting designation ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 22. That this municipal setting designation ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By _____
Assistant City Attorney

Passed _____

EXHIBIT "A"
LEGAL DESCRIPTION
MUNICIPAL SETTING DESIGNATION AREA

BEING 7.625 acres of land located in the JOHN GRIGSBY SURVEY, Abstract No. 495, Dallas, Dallas County, Texas, and being all of Lot 1A, Block 3/203, Glasfloss Addition, to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 99013, Page 26, of the Deed Records of Dallas County, Texas, and both of the tracts of land designated as Tract 1 and Tract 2, in the deed to Deep Ellum Hall, LLC, recorded in County Clerk's File No. 201600136907, of the Deed Records of Dallas County, Texas, and portions of the rights-of-way of S. Hall Street, Chestnut Street and Jeffries Street. Said 7.625 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point at the South corner of said Lot 1A, Block 3/203, Glasfloss Addition, and said POINT OF BEGINNING also lying in the Northwest right-of-way line of Interstate Highway No. 30, at its intersection with the Northeast right-of-way line of aforesaid Jeffries Street;

THENCE N 82° 00' 40" W 115.25 feet, along the Northwest right-of-way line of said Interstate Highway No. 30, crossing said Jeffries Street right-of-way, to a point at the Northeast corner of aforesaid Tract 2, to Deep Ellum Hall, LLC;

THENCE S 83° 21' 21" W 177.83 feet, along the Southeast boundary line of said Tract 2 and the Northwest right-of-way line of said Interstate Highway No. 30, to a point at the South corner of said Tract 2, being the South corner of Lot 7, Block 3/203, Motley's Addition, to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 106, Page 506, of the Deed Records of Dallas County, Texas;

THENCE N 45° 40' 10" W 223.65 feet, along the Southwest boundary line of said Tract 2 and the Southwest boundary line of said Lot 7, crossing the right-of-way of aforesaid S. Hall Street, to a point lying in the Northwest right-of-way line of said S. Hall Street and in the Southeast boundary line of Block 15, of Crowdus & Akard's Addition, to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 3, Page 523, of the Map Records of Dallas County, Texas;

THENCE N 44° 13' 01" E 610.48 feet, along the Northwest right-of-way line of said S. Hall Street and the Southeast boundary line of said Block 15, to a point at the intersection of the Northwesterly extension of the Northeast right-of-way line of aforesaid Chestnut Street;

THENCE S 53° 33' 49" E 495.51 feet, crossing said S. Hall Street right-of-way and running along the Northeast right-of-way line of said Chestnut Street, to a point;

THENCE S 50° 38' 29" E 229.80 feet, continuing along the Northeast right-of-way line of said Chestnut Street, to a point;

THENCE S 39° 16' 31" W 105.00 feet, crossing said Chestnut Street and running along the Southeast boundary line of aforesaid Lot 1A, Block 3/203, Glasfloss Addition, to a point at the most Easterly Southeast corner of said Lot 1A;

THENCE along the Southeast boundary line of said Lot 1A and the Northwest right-of-way line of aforesaid Interstate Highway No. 30, as follows:

1. S 83° 46' 31" W 224.00 feet, to a point;
2. N 50° 38' 29" W 28.00 feet, to a point;
3. S 39° 21' 31" W 23.00 feet, to a point;
4. S 84° 03' 31" W 111.97 feet, to a point;
5. S 74° 22' 21" W 118.95 feet, to the POINT OF BEGINNING, containing 7.625 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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BRITTAIN & CRAWFORD

LAND SURVEYING &
TOPOGRAPHIC MAPPING
FIRM CERTIFICATION# 1019000

TEL (817) 926-0211 - FAX (817) 926-9347

P.O. BOX 11374 * 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110

EMAIL: admin@brittain-crawford.com

WEBSITE: www.brittain-crawford.com

**JOHN GRIGSBY
SURVEY, A-495**

BLOCK 8A/201
CENTRAL SERVICE
CENTER ADDN.
VOL. 77243, PG. 2777
P.R.D.C.T.

Course	Bearing	Distance
L1	N 82°00'40" W	115.25'
L2	S 83°21'21" W	177.83'
L3	N 45°40'10" W	223.65'
L4	N 44°13'01" E	610.48'
L5	S 53°33'49" E	495.51'
L6	S 50°38'29" E	229.80'
L7	S 39°16'31" W	105.00'
L8	S 83°46'31" W	224.00'
L9	N 50°38'29" W	28.00'
L10	S 39°21'31" W	23.00'
L11	S 84°03'31" W	111.97'
L12	S 74°22'21" W	118.95'

LOT 1A, BLOCK 3/203
GLASFLOSS ADDITION
VOL. 99013, PG. 26
D.R.D.C.T.
TRACT 1, DEEP ELLUM HALL, LLC
CC# 201600136907
D.R.D.C.T.

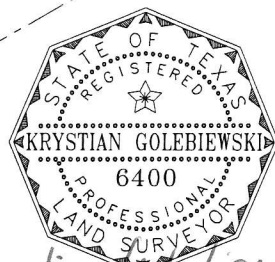
**7.625 ACRES
MUNICIPAL SETTING
DESIGNATION AREA**

JEFFRIES ST.
(60' RIGHT-OF-WAY)

DEEP ELLUM HALL, LLC
TRACT 2, 0.621 ACRE
CC# 201600136907
D.R.D.C.T.
LOT 7, BLK. 3/203

PETER NEELY
Co., LLC, 0.294 AC
CC# 201100315109
D.R.D.C.T.

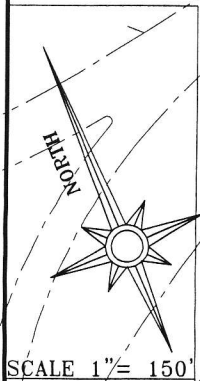
POINT OF
BEGINNING



DECEMBER 5, 2016

**EXHIBIT MAP OF:
7.625 ACRES
MUNICIPAL SETTING
DESIGNATION AREA**
BEING ALL OF LOT 1A, BLOCK 3/203
GLASFLOSS ADDITION, PART OF
JEFFRIES ST., HALL ST. AND
CHESTNUT ST., CITY OF DALLAS,
DALLAS COUNTY, TEXAS

BEARING BASE:
NAD 83: TX83-NCF



SCALE 1"= 150'

(KG) G:\KRYSTIAN\PROJECTS\MODERN GEO\DAL-HALL ST\M-GEO DAL-HALL ST.dwg

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Office Of Environmental Quality

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 44H 45E

SUBJECT

A public hearing to receive comments on a proposed municipal setting designation ordinance to prohibit the use of designated groundwater as potable water beneath property owned by Radical 1530 Inspiration LP, Radical 1300 Inspiration LP, Radical 1323 Stemmons LP, Metroplex Design District, LLC, and Howard Lawson, located near the intersection of Inspiration Drive and Slocum Street and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation certificate to Radical 1530 Inspiration LP, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City

Recommendation of Staff: Approval

BACKGROUND

Based on information provided by the Applicant, the designated property is underlain by a perched shallow groundwater bearing unit which is encountered at approximately 15 feet below ground surface (bgs) and extends to approximately 50 feet bgs at the top of the underlying Eagle Ford Shale formation. The Eagle Ford Shale is considered a regional aquitard and is composed primarily of light gray clay, marl, and massive shale units. The direction of groundwater flow beneath the designated property is to the southwest. This shallow groundwater has been affected by 1, 2-dibromo-3-chloropropane (DBCP), total petroleum hydrocarbons (TPH), benzo(a)pyrene, arsenic, and lead at concentrations above groundwater ingestion standards. The onsite source of these chemicals appears to be from historical filling of the former Trinity River channel and floodplain at the designated property and surrounding area with municipal waste and fill soil. Filling activities occurred between the late 1800s through the 1940s as the Trinity River Levee System was completed further west of the designated property.

BACKGROUND (continued)

A portion of the designated property was entered into the Voluntary Cleanup Program (VCP) administered by the Texas Commission on Environmental Quality (TCEQ) in June 2016 and is designated as VCP Facility ID No. 2809.

The applicant has requested that the City support its application for a Municipal Setting Designation (MSD). A public meeting will be held on June 22, 2017 to receive comments and concerns. Notices of the meeting were sent to 1,171 property owners within 2,500 feet of the property and 120 private well owners within five miles of the property. There are no other municipalities within one-half mile of the property.

This item is a municipal setting designation ordinance prohibiting the use of potable groundwater beneath property located near the intersection of Inspiration Drive and Slocum Street including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain closure through the VCP supported by a MSD. Currently the designated property is occupied by a data storage company, brewery, athletic training facility, home furnishing business, small commercial retail businesses, and vacant land. The portion of the property located at 1530 Inspiration Drive is currently undergoing improvements to support use as an athletic training facility. The anticipated future use of the designated property will continue to be commercial or remain the same.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

OWNERS

Radical 1530 Inspiration LP

Radical Inspiration GP, LLC, General Partner
Mark Cuban, Governing Person

Radical 1300 Inspiration LP

Radical Inspiration GP, LLC, General Partner
Mark Cuban, Governing Person

OWNERS (continued)

Radical 1323 Stemmons LP

Radical Inspiration GP, LLC, General Partner
Mark Cuban, Governing Person

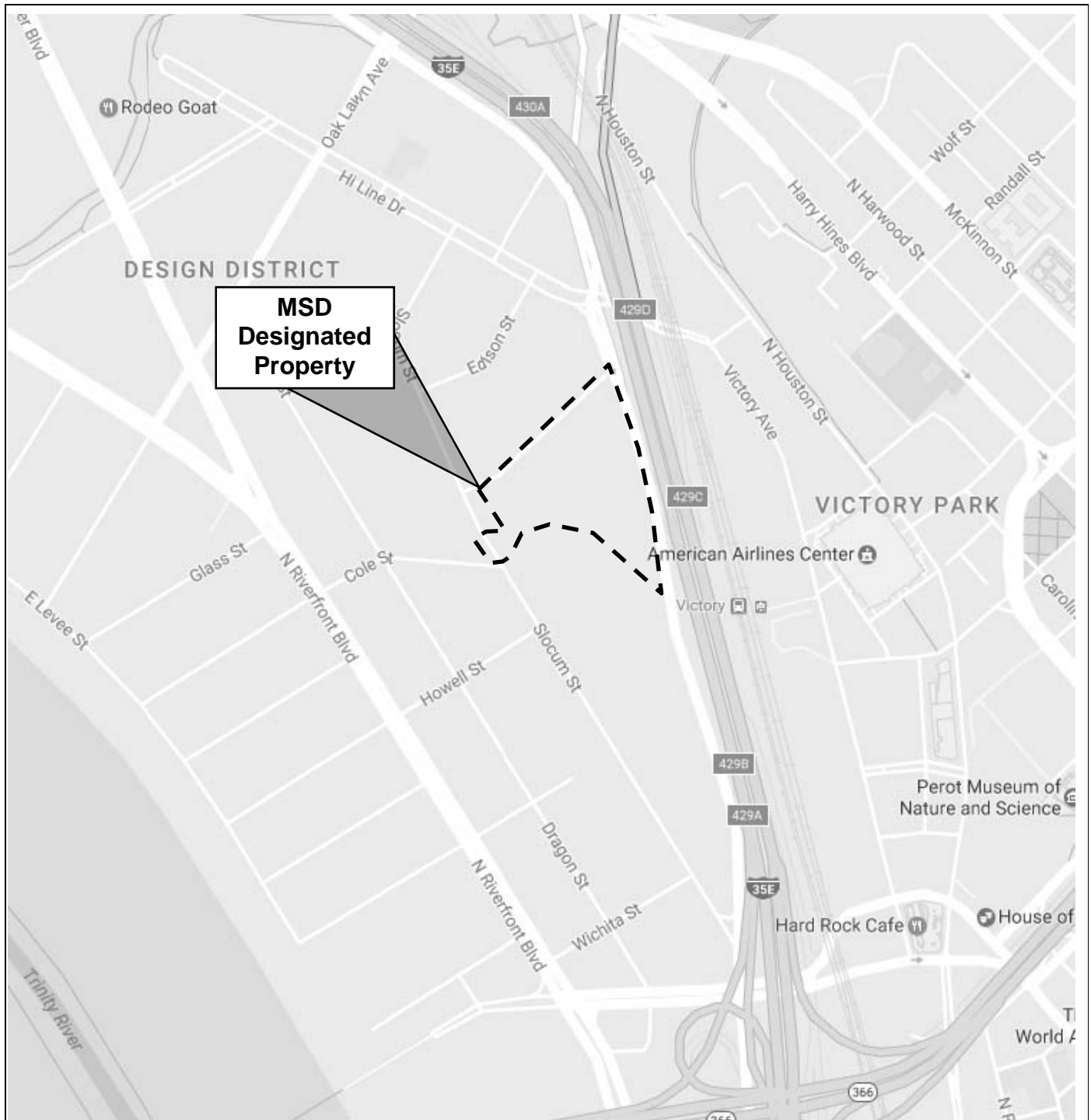
Metroplex Design District, LLC

Howard Lawson, Manager

Howard Lawson

MAP

Attached



CITY OF DALLAS



Municipal Setting Designation

Designated Property Boundary Map

MSD Log OEQ0067

Applicant – Radical 1530 Inspiration LP

Designated Property Address

1323 and 1333 North Stemmons Freeway;

1312, 1314, 1316 Slocum Street; and 1300,

1500, 1530 Inspiration Drive

Dallas, TX 75207

ORDINANCE NO. _____

A municipal setting designation ordinance prohibiting the use of designated groundwater from beneath property generally located at 1323 and 1333 North Stemmons Freeway; 1312, 1314, and 1316 Slocum Street; and 1300, 1500, and 1530 Inspiration Drive and supporting issuance of a municipal setting designation certificate by the Texas Commission on Environmental Quality; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

WHEREAS, Section 51A-6.108, “Municipal Setting Designation Ordinance,” of Article VI, “Environmental Performance Standards,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code authorizes municipal setting designation ordinances prohibiting the use of designated groundwater as potable water and thereby enable the Texas Commission on Environmental Quality to certify a municipal setting designation for designated property; and

WHEREAS, the city council finds that:

(1) the eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) this municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the city of Dallas;

(3) there is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) this municipal setting designation ordinance is necessary because the concentration of contaminants of concern exceed ingestion protective concentration levels for human ingestion; and

WHEREAS, the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the city of Dallas, have given the required notices and have held the required public hearings regarding this municipal setting designation ordinance; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A, attached to the ordinance.

SECTION 2. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

SECTION 3. That use of the designated groundwater from beneath the designated property as potable water is prohibited.

SECTION 4. That the use of the designated groundwater from beneath public rights-of-way included in the designated property as potable water is prohibited.

SECTION 5. That the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 6. That the following conditions are imposed on the designated property and designated groundwater:

- (1) The potable use of the designated groundwater from beneath the designated property is prohibited.
- (2) The potable use of the designated groundwater from beneath public rights-of-way included in the designated property is prohibited.

- (3) The portion of the designated property assigned VCP No. 2809 must receive a certificate of completion from the Texas Commission on Environmental Quality by no later than June 28, 2019.

SECTION 7. That the city council supports the application to the Texas Commission on Environmental Quality for a municipal setting designation on the designated property, with the following comments:

- (1) The Texas Commission on Environmental Quality, as the state agency chartered to protect human health and the environment, is requested to thoroughly review the conditions of the designated property and issue a certificate of completion only when all contaminants of concern, through the applicable routes of exposure, have been addressed.

SECTION 8. That the public rights-of-way immediately adjacent to the designated property must be included, at no additional cost to the city of Dallas, in the application to the Texas Commission on Environmental Quality.

SECTION 9. That a state or federal program must address the entire non-ingestion protective concentration level exceedence zone originating from sources on the designated property or migrating from the designated property no later than June 28, 2019. That within this time period, the applicant shall provide the managing director of the office of environmental quality documentation, including a certificate of completion from the Texas Commission on Environmental Quality, that it has been addressed to the satisfaction of the agency administering the program. If it has not been addressed, the managing director of the office of environmental quality may, for good cause, take any of the following actions:

- (1) allow additional time to address the non-ingestion protective concentration level exceedence zone;
- (2) request a review by the Texas Commission on Environmental Quality or the agency administering the program;

- (3) recommend to the city council that this municipal setting designation ordinance be repealed;
- (4) request additional information or documentation from the applicant; or
- (5) pursue other actions that the managing director of the office of environmental quality believes may be warranted.

SECTION 10. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules, and regulations of the city of Dallas; and all environmental regulations, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 11. That any person owning, operating, or controlling any portion of the designated property is responsible for ensuring compliance with this ordinance with respect to their portion of the designated property. Allowing use of designated ground water for potable purposes or failure to provide the managing director of the office of environmental quality with required documentation is a violation of this ordinance and may result in the ordinance being repealed for that portion of the designated property.

SECTION 12. That approval of this municipal setting designation ordinance shall not be construed to subject the city of Dallas to any responsibility or liability for any injury to persons or damages to property caused by any contaminant of concern.

SECTION 13. That within 30 days after adoption of this municipal setting designation ordinance, the applicant shall provide the managing director of the office of environmental quality with an electronic file showing the location of the designated property and the designated groundwater in a format compatible with the city of Dallas' geographic information system.

SECTION 14. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall file a certified copy of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

SECTION 15. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall send a certified copy of this municipal setting designation ordinance to the applicant and the Texas Commission on Environmental Quality, and that the managing director of the office of environmental quality shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 16. That the applicant shall provide the managing director of the office of environmental quality with a copy of the municipal setting designation certificate issued by the Texas Commission on Environmental Quality pursuant to Section 361.807 of the Texas Health and Safety Code within 30 days after issuance of the certificate.

SECTION 17. That the applicant shall provide the managing director of the office of environmental quality with a copy of the certificate of completion or other documentation issued by the Texas Commission on Environmental Quality showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code have been completed to the satisfaction of the Texas Commission on Environmental Quality within the time period required. The managing director of the office of environmental quality may, for good cause, extend the time for submitting the documentation.

SECTION 18. That the applicant shall notify the managing director of the office of environmental quality in writing if the applicant determines that notice is required to be sent to an owner of other property beyond the boundaries of the designated property under Title 30 Texas Administrative Code, Chapter 30, Section 350.55(b), and provide the name of the property owner, the property address, and a copy of the notice sent to the property owner.

SECTION 19. That a person violating a provision of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

SECTION 20. That Chapter 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this municipal setting designation ordinance.

SECTION 21. That the terms and provisions of this municipal setting designation ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 22. That this municipal setting designation ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By _____
Assistant City Attorney

Passed _____

EXHIBIT "A"
LEGAL DESCRIPTION
MUNICIPAL SETTING DESIGNATION AREA

BEING approximately 14.77 acres of land located in the JOHN GRIGSBY SURVEY, Abstract No. 495, the MCKINNEY & WILLIAMS SURVEY, Abstract No. 1052, the CALVIN G. COLE SURVEY, Abstract No. 271, the CITY OF DALLAS SURVEY, Abstract No. 1774, and the INDUSTRIAL PROPERTIES CORPORATION SURVEY, Abstract No. 1773, City of Dallas, Dallas County, Texas, and containing portions of Lot 4, Block 16/6846, of Installment No. 5 Trinity Industrial District, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 13, Page 119, of the Map Records of Dallas County, Texas, and portions of Dallas City Block 48/1003, and all of Lot 1, Block 1274 and Lot 2, Block 1275, Inspiration Addition, to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 67047, Page 210, of the Deed Records of Dallas County, Texas, and all of Lot 2, Block 1274, Stemmons Showroom, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 84187, Page 4534, of the Deed Records of Dallas County, Texas, and all of the tracts of land contained in City of Dallas Blocks 2/402, and Block 1226, conveyed to Grossman & Frank, by the deeds recorded in Volume 88113, Page 4123, and 88113, Page 4129, of the Deed Records of Dallas County, Texas, and portions of Inspiration Drive (a 70 foot wide public right-of-way), and the former CR.I.&P. Railroad right-of-way and all or the tract of land conveyed to Metroplex Design District LLC, by the deed recorded in County Clerk's File No. 201400048048, of the Deed Records of Dallas County, Texas, and also containing all of the tracts of land conveyed to Howard L. Lawson, Trustee, by the deed recorded in Volume 82197, Page 3665, and Volume 2002232, Page 1215, of the Deed Records of Dallas County, Texas, and a portion of Slocum Street (an 80 foot wide public right-of-way). Said 14.77 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West right-of-way line of Stemmons Freeway (Interstate Highway No.35E - a variable width public right-of-way), at the intersection of the Northwest right-of-way line of Inspiration Drive, said POINT OF BEGINNING also being the East corner of Lot 1, Block A/1226, Alta Design District, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in County Clerk's File No. 200900038759, of the Deed Records of Dallas County, Texas;

THENCE S 25° 10' 30" E 74.02 feet, along the West right-of-way line of said Stemmons Freeway, crossing said Inspiration Drive, to a point at the North corner of aforesaid Lot 1, Block 1274, Inspiration Addition;

THENCE along the West right-of-way line of said Stemmons Freeway and the East boundary line of said Lot 1, Block 1274, Inspiration Addition and the East boundary line of aforesaid Lot 2, Block 1275, Inspiration Addition and the East boundary line of aforesaid Stemmons Showroom, as follows:

1. S 24° 58' 22" E 39.07 feet, to a point at the beginning of a curve to the right;
2. SOUTHEASTERLY 227.59 feet, along said curve to the right, having a radius of 1456.27 feet, a central angle of 08° 57' 15", and a chord bearing S 20° 29' 45" E 227.35 feet, to a point at the end of said curve;
3. S 16° 01' 07" E 377.18 feet, to a point at the beginning of a curve to the right;

4. SOUTHEASTERLY 252.59 feet, along said curve to the right, having a radius of 1894.86 feet, a central angle of 07° 38' 16", and a chord bearing S 12° 11' 59" E 252.41 feet, to a point at the end of said curve;
5. S 08° 22' 51" E 275.09 feet, to a point at the South corner of aforesaid Stemmons Showroom Addition;

THENCE N 54° 05' 27" W 33.60 feet, along the Southwest boundary line of said Stemmons Showroom Addition, to a point;

THENCE S 12° 56' 08" E 154.68 feet, along the West right-of-way line of said Stemmons Freeway, to a point at the Northeast corner of Dallas Design Center Addition, to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 81246, Page 70, of the Deed Records of Dallas County, Texas;

THENCE N 54° 04' 39" W 622.65 feet, along the Northeast boundary line of said Dallas Design Center Addition, to a point at the most Northerly Northwest corner of said Dallas Design Center Addition, lying in the North boundary line of Lot 4A, Block 16/6846, DDCII Addition (also known as Lot 4A, Block 16/6846, Trinity Industrial Park Addition), to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 99197, Page 29, of the Deed Records of Dallas County, Texas;

THENCE along the North boundary line of said Lot 4A, as follows;

1. N 43° 50' 55" W 45.08 feet, to a point;
2. N 78° 34' 22" W 159.10 feet, to a point;
3. S 84° 03' 08" W 138.32 feet, to a point in the East boundary line of the tract of land conveyed to Howard L. Lawson Trust, by the deed recorded in Volume 200232, Page 1215, of the Deed Records of Dallas County, Texas;

THENCE S 04° 29' 18" W 35.87 feet, along the East boundary line of said Howard L. Lawson Trust Tract, to a point at the Northeast corner of the tract of land conveyed to The Zueger First Family L.P., by the deed recorded in Volume 98140, Page 3344, of the Deed Records of Dallas County, Texas;

THENCE S 57° 34' 38" W 150.59 feet, running along the Northwest boundary line of said Zeuger First Family Tract, crossing aforesaid Slocum Street (an 80 foot wide public right-of-way), to a point in the Southwest boundary line of said Slocum Street right-of-way and the Northeast boundary line of the tract of land conveyed to Bayswater 1313, LLC, by the deed recorded in County Clerk's File No. 201200368651, of the Deed Records of Dallas County, Texas;

THENCE along the Southwest right-of-way line of said Slocum Street and the Northeast boundary line of said Bayswater 1313 Tract, as follows:

1. N 32° 30' 39" W 85.10 feet, to a point at the beginning of a curve to the right;

2. NORTHWESTERLY 108.96 feet, along said curve to the right, having a radius of 1990.08 feet, a central angle of 03° 08' 14", and a chord bearing N 30° 56' 33" W 108.95 feet, to a point at the Northeast corner of said Bayswater 1313 Tract;

THENCE N 62° 16' 37" E 80.00 feet, crossing said Slocum Street right-of-way, to a point in the Northeast boundary line of said Slocum Street right-of-way, lying at the Southwest corner of the tract of land conveyed to Thomas B. S. Chang & Yinwah Tong Chang, by the deed recorded in Volume 94052, Page 583, of the Deed Records of Dallas County, Texas;

THENCE S 85° 33' 04" E 210.58 feet, along the South boundary line of said Chang Tract, to a point at the Southeast corner of said Chang Tract;

THENCE along the Northeast boundary line of said Chang Tract, being the Southwest boundary line of aforesaid City of Dallas Block 48/1003 (former CR.I.&P. Railroad right-of-way), as follows:

1. NORTHWESTERLY 212.09 feet, along a curve to the right, having a radius of 319.44 feet, a central angle of 38° 02' 31", and a chord bearing N 43° 10' 49" W 208.22 feet, to a point at the end of said curve;
2. N 24° 39' 03" W at 34.11 feet, passing the Northeast corner of said Chang Tract, and in all 104.11 feet, to a point in the North right-of-way line of Inspiration Drive;

THENCE along the North right-of-way line of said Inspiration Drive, as follows:

1. N 68° 11' 01" E 33.83 feet, to a point;
2. N 45° 51' 16" E 6.57 feet, to a point at the Southwest corner of aforesaid Lot 1, Block A/1226, ALTA Design District, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in County Clerk's File No. 200900038759, of the Deed Records of Dallas County, Texas;
3. N 45° 51' 16" E 832.20 feet, along the Southeast boundary line of said Lot 1, to the POINT OF BEGINNING, containing approximately 14.77 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

AUGUST 17, 2016

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 71B B; C

SUBJECT

A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Kennemer Middle School, required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's permit (Chapter 25) for a general merchandise or food store with 10,000 square feet or more floor area [Lidl US, LLC] on the south line of West Wheatland Road, west of Clark Road and the west line of Clark Road, south of West Wheatland Road - AV167-002 - Financing: No cost consideration to the City

BACKGROUND

Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code allows City Council to grant a variance from the usual spacing required between an alcohol business and a protected use. The usual spacing requirement is 300 feet in a direct line from the property line of the Duncanville Independent School District public school to the property line of the place of business.

The standard for approval of the variance is that:

A. the application is for one of the following permits pursuant to the following chapters of the Texas Alcoholic Beverage Code:

- (i) a brewer's permit, Chapter 12;
- (ii) a distiller's and rectifier's permit, Chapter 14;
- (iii) a winery permit, Chapter 16;
- (iv) a wine and beer retailer's permit, Chapter 25;
- (v) a wine and beer retailer's off-premise permit, Chapter 26;
- (vi) a mixed beverage permit with a food and beverage certificate, Chapter 28;
- or
- (vii) a manufacturer's license, Chapter 62.

BACKGROUND (continued)

B. the application is for one of the following land uses:

- (i) general merchandise or food store use with 10,000 square feet or more of floor area
- (ii) restaurant without drive-in or drive-through service with a food and beverage certificate pursuant to the Texas Alcoholic Beverage Code;
- (iii) alcoholic beverage establishment limited to a microbrewery, microdistillery, or winery; or
- (iv) alcoholic beverage manufacturing.

C. alcoholic beverages will not be sold by drive-in or drive-through service; and

D. enforcement of the spacing requirements in this particular instance:

- (i) is not in the best interest of the public;
- (ii) constitutes waste or inefficient use of land or other resources;
- (iii) creates an undue hardship on an applicant for an alcohol permit;
- (iv) does not serve its intended purpose;
- (v) is effective or necessary; or
- (vi) for any other reason that the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

An application for a waiver of the spacing requirements was submitted on May 19, 2017, by Lidl US, LLC. Kennemer Middle School, located to the north of the request site, creates the need for the variance.

The request site contains approximately five acres of land which include approximately 4.68 acres of undeveloped land that surrounds a 0.32 acre parcel that currently holds a certificate of occupancy as an office use that will be demolished in order to redevelop the approximately five-acre site. The applicant proposes to construct a grocery store on the approximately five-acre site which requires a zoning change from the existing NS Neighborhood Services District to one that allows a general merchandise or food store use with 10,000 square feet or more of floor area. On May 18, 2017, the City Plan Commission motioned to approve a CR Community Retail District and that application is before City Council on June 28, 2017.

Surrounding land uses include a general merchandise or food store use with 100,000 square feet or more of floor area [Wal-Mart] to the north, additional retail uses to the east, single family to the south, and undeveloped land and more single family uses to the west. The public school is located to the northwest of the request site. According to Dallas Central Appraisal District Records, Kennemer Middle School was originally constructed in 1989.

BACKGROUND (continued)

While the required spacing from a school is measured property line to property line, the walking distance from the nearest entrance of the public school to the proposed nearest entrance of the proposed grocery store is approximately 1700 feet, or between a quarter and a third of one mile.

On December 12, 2012, City Council authorized a variance from the alcohol spacing requirements prescribed by Subsection 6-4(a) for the Wal-Mart store to the north of the request site, located east of the public school.

Since the protected site is separated from the proposed store with a busy thoroughfare street and because the entrances are separated outside of a quarter mile, staff can support this request.

This item requires two seconds to pass.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 9, 2009, City Council approved an amendment to Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code to allow a process for a variance to the spacing requirements between a business selling alcohol and a public or private school.

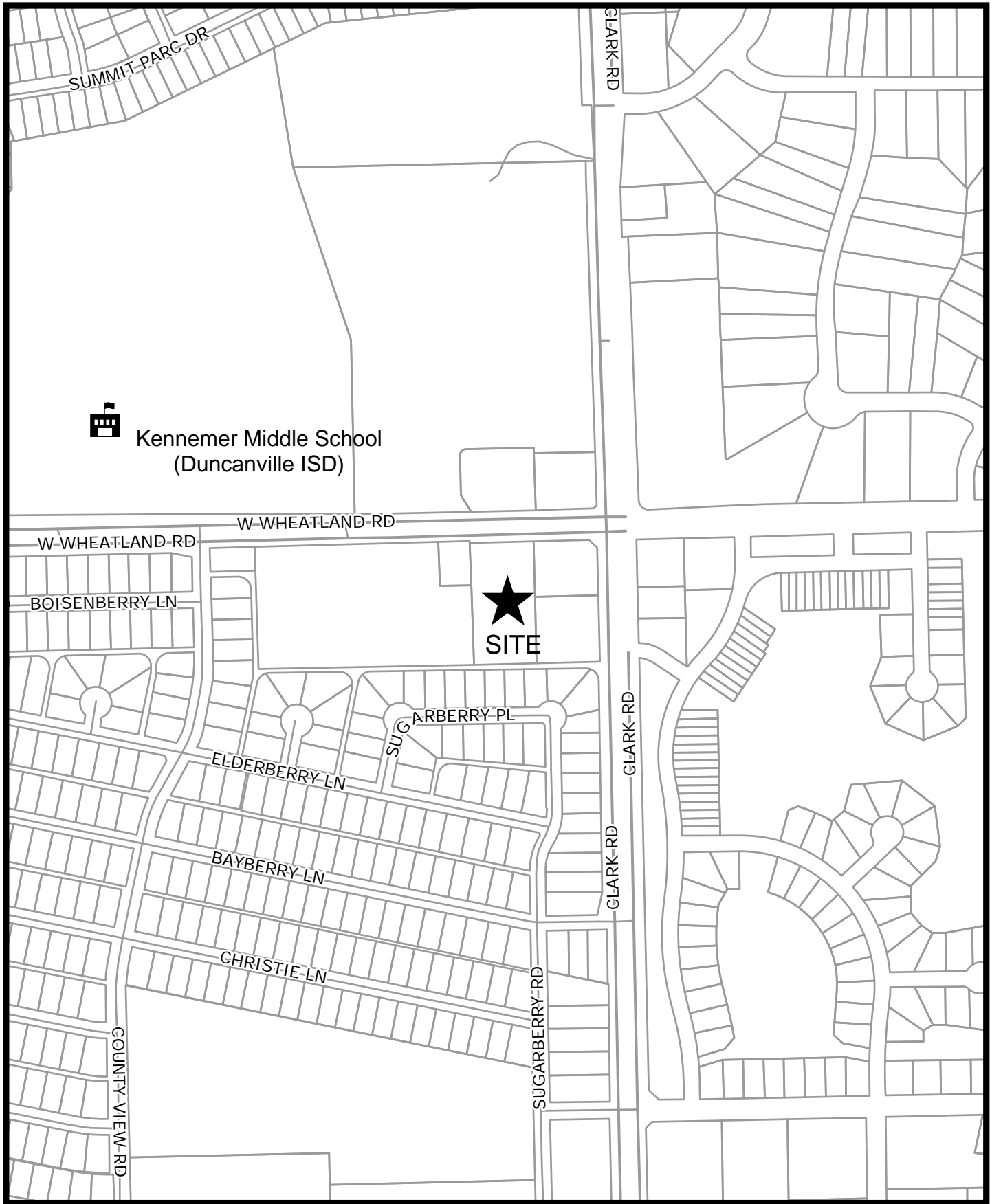
On October 26, 2011, September 26, 2012, and January 22, 2014, the City Council further amended Section 6-4 of Chapter 6.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



AV167-002



1:5,000



Approximate location of business
requesting alcohol variance



Land use requiring spacing from
business requesting alcohol sales: school



CITY OF DALLAS

APPLICATION FOR A VARIANCE FROM THE MINIMUM DISTANCE REGULATIONS RELATED TO THE SALE OF ALCOHOLIC BEVERAGES

Chapter 6—Alcoholic Beverages, City of Dallas Code of Ordinances

Applicant Lidl US, LLC

(Must match the business name on TABC application)

Contact person, title Sarah Beth White, P.E.

(Land owner, business owner, representative)

Property owner's name See attachedContact person's phone 972-770-1300Address of request site See attachedContact person's address 12750 Merit Drive, Suite 1000Protected use's address 7101 W Wheatland RoadType of protected use:

- ☐ Church
- ☒ Public school / open-enrollment charter school
- ☐ Private school
- ☐ Public hospital
- ☐ Daycare/child-care facility

Type of business seeking to sell alcohol:

- ☐ Alcoholic beverage manufacturing
- ☒ General merchandise or food store with 10,000 square feet or more floor area
- ☐ Microbrewery, microdistillery, or winery
- ☐ Restaurant without drive-in or drive-through service

Type of TABC permit(s) to be sought:

- ☐ Brewer's permit, "B" / Manufacturer's license, "BA"
- ☐ Distiller's and rectifier's permit, "D"
- ☐ Food and beverage certificate, "FB"
- ☐ Mixed beverage permit, "MB"
- ☐ Wine and beer retailer's off-premise permit, "BQ"
- ☒ Wine and beer retailer's permit, "BG"
- ☐ Winery, "G"

The nonrefundable variance application fee is \$1,200.00 and the sign fee, which is between \$10 and \$50 depending on street frontages. A statement explaining how the request meets the standard below is required as part of this application. The burden of proving that the request meets the standard is solely the responsibility of the applicant. Additional evidence supporting the request may be submitted along with this application.

Enforcement of the spacing requirements in this particular instance (1) is not in the best interest of the public; (2) constitutes waste or inefficient use of land or other resources; (3) creates an undue hardship on an applicant for an alcohol permit; (4) does not serve its intended purpose; is not effective or necessary; or (5) for any other reason that the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

REQUIRED ATTACHMENTS:

- ☒ Statement of request
- ☒ List of officers for alcohol business and property owner
- ☒ Sealed alcohol survey showing 300 foot radius and door to door measurements (*protected use must be indicated on this survey*)

AUTHORIZATION BY PROPERTY OWNER(S)

I, _____, the owner of the property to be considered, hereby authorize the above business and representative to file this application for a variance from the requirements of Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances.

Owner's Printed Name _____

Owner's Signature _____

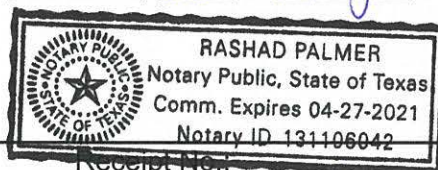
APPLICANT ACKNOWLEDGEMENT AND AFFIDAVIT

I have read, examined, and completed this application; and know the information provided to be true and correct. I hereby apply for a variance from the distance requirements in Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances. I understand that this application, including all submitted documentation, are public information and can be made available through an Open Records Request per the Texas Public Information Act (Texas Government Code, Chapter 552).

Pat Waldron
Applicant's Printed Name

[Signature]
Applicant Signature

Sworn to and subscribed before me by on this day 22nd of May in the year 2017, to certify which witness my hand and seal of office.



Notary Public in and for the State of Texas

Date received: 5-19-17Case number: AV167-002

7418
\$1200 + 2 signs \$20

SRM



May 17, 2017

Ms. Sarah May
City of Dallas
Current Planning
1500 Marilla Street
Dallas, TX 75201

RE: *Statement of Request*

A wine and beer retailer's off-premise permit is requested for the attached site. The proposed entrance to the facility is more than 1000' from the front door to the front door of the existing school. The existing supermarket adjacent to the middle school across Wheatland Road from the site has obtained a variance to sell beer and wine for off-premise consumption. Due to the existing sale of wine and beer for off-premise consumption for the supermarket and adjacent gas station the proposed site would be at a competitive disadvantage if a variance is not granted.

The attached site discourages the sale of alcohol to minors by facing the main entrance to the proposed facility faces away from the existing school. The user will endeavor to sell wine and beer in accordance to the laws set forth by the State of Texas. Identification of a purchaser will be requested at the time of purchase for wine and beer in accordance to the laws set forth by the State of Texas.

Regards,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Sarah E. White".

Sarah Beth White, P.E.
12750 Merit Drive
Suite 1000
Dallas, TX 75251

May 17, 2017

Dallas City Hall
1500 Marilla Street
Dallas, Texas 75201

RE: Letter of Authorization – 7044 W Wheatland Road Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages

To Whom It May Concern:

VIRGIL B. THURMOND
JONI P. THURMOND

is the owner of the 0.32 acre property located at 7044 W Wheatland Road. The applicant (prospective buyer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Christon Company. The representative (civil engineer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Kimley-Horn and Associates, Inc. This letter will serve as notice to the City of Dallas that Christon Company and Kimley-Horn are authorized by the owner of the property to act on the owner's behalf with respect to the submittal and approval of the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages application for the owner.

Please feel free to call or email with any questions or comments the City of Dallas might have in this matter.

Sincerely,

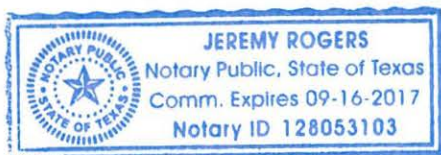
Virgil B. Thurmond
Joni P. Thurmond

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, Jeremy Rogers, on this day personally appeared Virgil & Joni Thurmond, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 17th day of May, 2017, A.D.



[Signature]
Notary Public

May 18, 2017

Dallas City Hall
1500 Marilla Street
Dallas, Texas 75201

RE: Letter of Authorization – 7030 W Wheatland Road Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages

To Whom It May Concern:

Don Ta + Ta Properties II Ltd. is the owner of the 5.74 acre property located at 7030 W Wheatland Road. The applicant (prospective buyer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Christon Company. The representative (civil engineer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Kimley-Horn and Associates, Inc. This letter will serve as notice to the City of Dallas that Christon Company and Kimley-Horn are authorized by the owner of the property to act on the owner's behalf with respect to the submittal and approval of the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages application for the owner.

Please feel free to call or email with any questions or comments the City of Dallas might have in this matter.

Sincerely,



STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, CAROL J. BLAZEWCZ, on this day personally appeared DON TA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 18th day of May, 2017, A.D.



Carol J. BlazeWCZ
Notary Public

May 17, 2017

Dallas City Hall
1500 Marilla Street
Dallas, Texas 75201

RE: Letter of Authorization – 7080 W Wheatland Road Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages

To Whom It May Concern: Russell's Telecom Solutions, Inc.

Vicky B. Russell is the owner of the 1.77 acre property located at 7080 W Wheatland Road. The applicant (prospective buyer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Christon Company. The representative (civil engineer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Kimley-Horn and Associates, Inc. This letter will serve as notice to the City of Dallas that Christon Company and Kimley-Horn are authorized by the owner of the property to act on the owner's behalf with respect to the submittal and approval of the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages application for the owner.

Please feel free to call or email with any questions or comments the City of Dallas might have in this matter.

Sincerely,

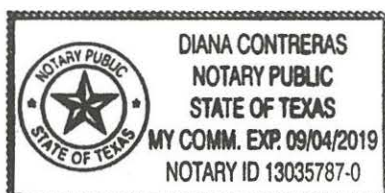
Vicky Russell, President
Russell's Telecom Solutions, Inc.

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, Diana Contreras, on this day personally appeared Vicky B. Russell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 17th day of May, 20 17, A.D.



[Signature]

Notary Public

May 16, 2017

Dallas City Hall
1500 Marilla Street
Dallas, Texas 75201

RE: Letter of Authorization – 8825 Clark Road Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages

To Whom It May Concern:

Harold, Vicky Russell is the owner of the 0.96 acre property located at 8825 Clark Road. The applicant (prospective buyer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Christon Company. The representative (civil engineer) for the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages is Kimley-Horn and Associates, Inc. This letter will serve as notice to the City of Dallas that Christon Company and Kimley-Horn are authorized by the owner of the property to act on the owner's behalf with respect to the submittal and approval of the Variance from the Minimum Distance Regulations Related to the Sale of Alcoholic Beverages application for the owner.

Please feel free to call or email with any questions or comments the City of Dallas might have in this matter.

Sincerely,

Harold Russell
Vicky Russell

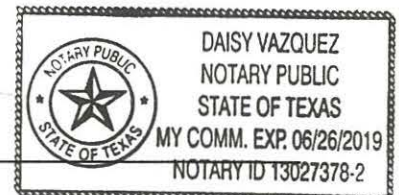
STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, DAISY VAZQUEZ, on this day personally appeared Harold and Vicky Russell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 16 day of May, 2017, A.D.

DAV



Notary Public

List of Property Owners

Owners

1. Russells Telecom Solutions, Inc.
7080 W Wheatland Road
2. TA Properties II Ltd
7030 W Wheatland Road
3. Joni L. Thurmond and Virgil B. Thurmond
7044 W Wheatland Road
4. Russell Harold
8825 Clark Road

Officers of the Applicant

INCUMBENCY CERTIFICATE

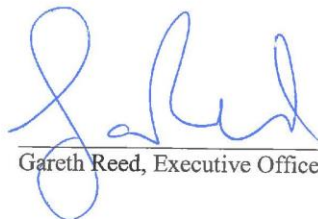
The undersigned hereby certifies that he is the duly elected, qualified and acting officer of Lidl US Operations, LLC, a Delaware limited liability company (the "Company"), and hereby further certifies as follows:

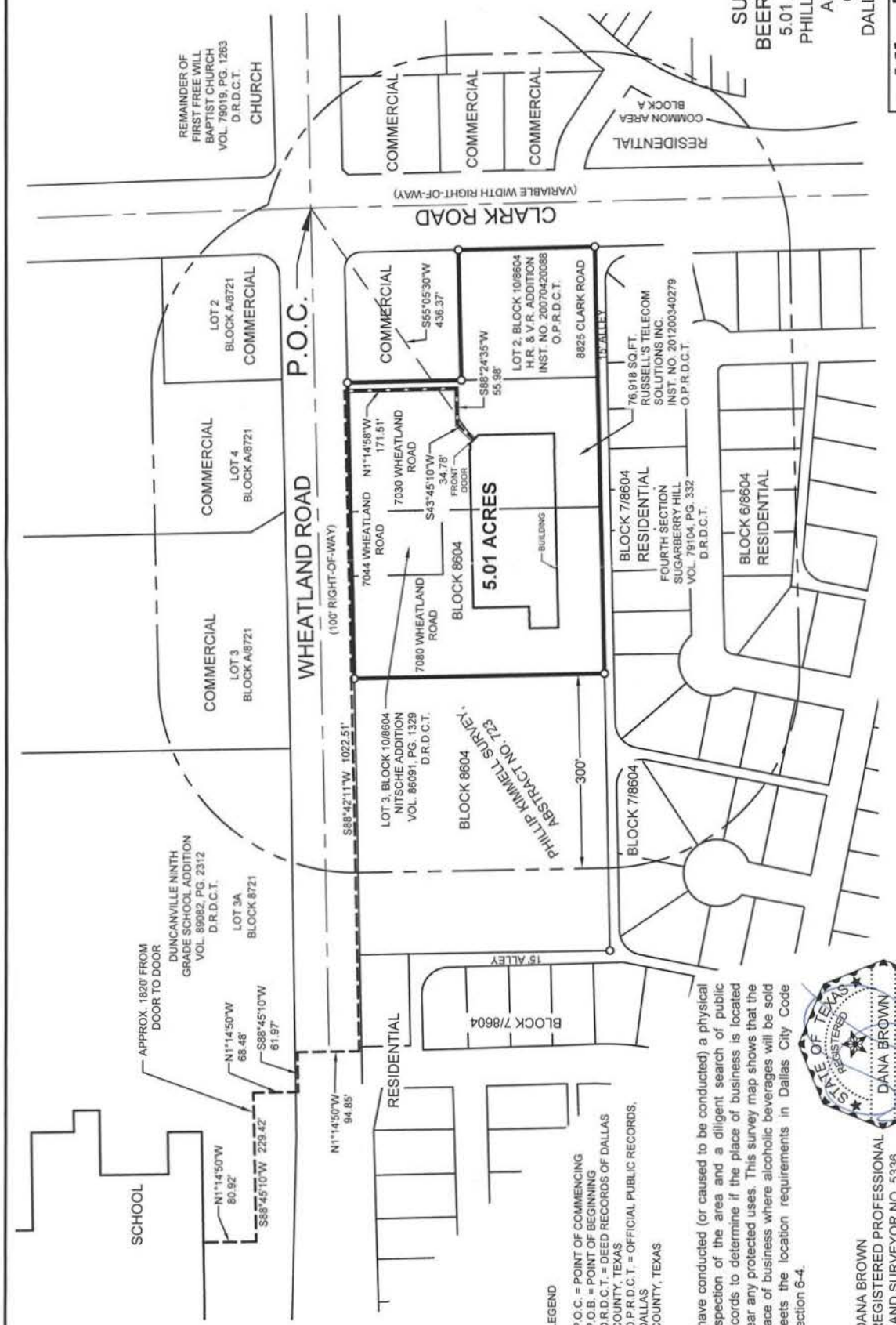
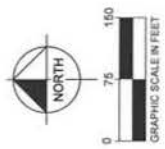
1. Each of the persons named below (each, an "Officer and Executive Officer") is the duly elected, qualified and acting incumbent holding the offices in the Company indicated opposite his name on the date hereof and that the signature appearing opposite his name is the genuine signature of each person:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Gareth Reed	Executive Officer	
Douglas Ireland	Executive Officer	
Payton Reid	Officer	
Matthias Erdrich	Officer	
Paul Stefaniuk	Officer	
Patrick Waldron	Officer	

2. Each Officer, by signing jointly with another, is authorized on behalf of Lidl US Operations, LLC to open and close bank accounts, to execute any agreements and contracts pertaining to bank and lending services, or any other third-party service contracts, and to execute transactions and payment orders on all established account (and to delegate the authority thereof) until notice is given that such authority is revoked.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate as of the 23 day of May, 2017.


Gareth Reed, Executive Officer



**SURVEY MAP FOR
BEER AND WINE SALES
5.01 ACRES, BLOCK 8604
PHILLIP KIMMELL SURVEY,
ABSTRACT NO. 723
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

Kimley»Horn
1975 Texas State License No. 1359
Dallas, Texas 75201
P.O. Box 10723
Dallas, Texas 75210
Phone: (214) 752-3800
Fax: (214) 752-3800
Email: kimley@kimley-horn.com

DATE: MAY 17, 2017 SCALE: 1" = 150'

LEGEND
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS OF DALLAS
COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DALLAS
COUNTY, TEXAS

I have conducted (or caused to be conducted) a physical inspection of the area and a diligent search of public records to determine if the place of business is located near any protected uses. This survey map shows that the place of business where alcoholic beverages will be sold meets the location requirements in Dallas City Code Section 6-4.



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

June 28, 2017

WHEREAS, Subsection 6-4(g) of the Dallas City Code authorizes City Council to grant variances from the alcohol spacing requirements prescribed by Subsection 6-4(a) of the Dallas City Code; and

WHEREAS, Lidl US, LLC has submitted an application for a wine and beer retailer's permit pursuant to Chapter 25 of the Texas Alcoholic Beverage Code for a general merchandise or food store with 10,000 square feet or more floor area, and is requesting a variance to the alcohol spacing requirements for a property on the south line of West Wheatland Road, west of Clark Road and the west line of Clark Road, south of West Wheatland Road, southeast of Kennemer Middle School, a public school; and

WHEREAS, City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds that enforcement of the alcohol spacing requirements in this particular instance:

- (1) is not in the best interest of the public;
- (2) constitutes waste or inefficient use of land or other resources;
- (3) creates an undue hardship on an applicant for an alcohol permit;
- (4) does not serve its intended purpose; and
- (5) is not effective or necessary; and

WHEREAS, City Council desires to grant the alcohol spacing variance.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the variance to the alcohol spacing requirements for Lidl US, LLC, for property on the south line of West Wheatland Road, west of Clark Road and the west line of Clark Road, south of West Wheatland Road, southeast of Kennemer Middle School, a public school, is granted, subject to the following conditions:

- (1) This alcohol spacing variance is valid only for a wine and beer retailer's permit pursuant to Chapter 25 of the Texas Alcoholic Beverage Code.
- (2) This alcohol spacing variance is valid only for a general merchandise or food store with 10,000 square feet or more floor area in the location shown on the attached location map.
- (3) Alcoholic beverages may not be sold by drive-in or drive-through service.

June 28, 2017

SECTION 1. (continued)

- (4) This alcohol spacing variance is valid for subsequent renewals of the alcohol permit.
- (5) This alcohol spacing variance may not be transferred to another location or to another alcohol permit holder.

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

Passed _____

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 28, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Office of Economic Development

CMO: Raquel Favela, 670-3309

MAPSCO: 35 Q R U V

SUBJECT

A public hearing to receive comments concerning the renewal of the Knox Street Public Improvement District (the "District"), in accordance with Chapter 372 of the Texas Local Government Code ("the Act"), for the specified area of the Knox Street Public Improvement District area, for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and, at the close of the public hearing authorize **(1)** approval of a resolution renewing the Knox Street Public Improvement District for a period of seven years; **(2)** approval of the Service Plan for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District; and **(3)** a management contract with the Knox Street Improvement District Corporation, a non-profit corporation as the management entity for the Knox Street Public Improvement District - Financing: No cost consideration to the City

BACKGROUND

On April 3, 2017, the Knox Street Improvement District Corporation submitted petitions requesting the renewal of the Knox Street Public Improvement District (KSPID) and approval of the service plan for a period of seven years with an effective date of January 1, 2018. The staff reviewed the proposed Service Plan, verified the petitions, and found the creation plan to be viable and recommends approval.

Staff review of the signed petitions revealed that property owners of record representing 85.7 percent of the value of the property in the specified area and representing 79.2 percent of the land area have signed the petitions requesting renewal of the District. These benchmarks exceed the minimum requirements set in the City of Dallas Public Improvement District (PID) Policy for the City Council to consider creation of the District and exceed state requirements for sufficiency of the petition. Staff has also evaluated the service plan and recommended that the services be made as proposed by the proposed service plan and the plan is viable.

BACKGROUND (continued)

On June 14, 2017, City Council authorized a public hearing to be held for the renewal and expansion of the District to be held on June 28, 2017, by Resolution No. 17-0925. Notice of the public hearing was published in the Dallas Morning News and mailings sent to property owners of record in the District.

The City desires, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located within the District to speak for or against the renewal of the District for a special assessment against each property owner of record for real property and real property improvements, exclusive of right-of-way, to provide funding for the District for the purpose of providing supplemental services and improvements.

The public improvement district (PID) is outlined in the following way:

- A. Purpose of the District; General Nature of the Proposed Services and Improvements.** The purpose of the District is to supplement and enhance services provided within the District, but not to replace or supplant existing City services provided within the District. The general nature of the proposed services and improvements to be performed by the District includes enhanced security and public safety, capital improvements, improvement of common areas, landscaping, trash/litter removal, graffiti control, marketing and promotional activities, distinctive lighting and signage, business development and recruitment to promote the area, and related expenses incurred in establishing, administering and operating the District as authorized by the Act.
- B. Method of Assessment.** The assessment shall apportion the costs each year among the property owners on the basis of special benefits accruing to the property. The proposed method of assessment, which may specify included or excluded classes of assessable property, shall be based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. The petition misstated both the first assessment year and the proposed amount. The first year of assessment is 2018 (not 2016) and the proposed amount is \$297,513 (not \$374,321). This amount is approximately equal to \$0.15 per \$100.00 of appraised value, as determined by the Dallas Central Appraisal District. If appraised values rise such that an assessment rate equal to the amount of \$0.15 per \$100.00 valuation would yield an assessment amount that exceeds the estimated costs, the assessment rate shall be reduced until the total assessment equals or is less than to the budgeted amount approved in the petition, subject to the appropriations set forth in the petition.
- C. Estimated Cost; No Bonded Indebtedness.** During the seven year period, the annual cost of the improvements and services provided by the existing District is estimated to range from approximately \$181,897 to \$1,042,996 annually.

BACKGROUND (continued)

Based on the estimated maximum cost of improvements and services, the seven year total assessment collection requested by the District shall not exceed a collective total of \$2,269,332 (which is the sum of gross assessment revenue over the next seven years). In the event the District requires additional funds, the District shall re-petition the property owners for such an increase. At no time shall the total amount levied exceed the total amount shown in the attached budget for the services and improvements to be provided for the year in which the property is assessed. The District shall not incur bonded indebtedness.

- D. Apportionment of Cost between the District and the Municipality as a Whole.** The District shall pay the costs of the services and improvements by special assessment against the real property and real property improvements. The real property of jurisdictions and entities that have obtained an exemption from the City of Dallas real property taxes pursuant to the Texas Property Code (except under the provisions of Sections 11.24 and 11.28 of the Property Tax Code) will not be subject to an assessment on that portion of the assessed value of the property exempt from City real property taxes. The City of Dallas is not responsible for payment of assessment against exempt City property in the District. City right-of-way, railroad right-of-way, City parks and cemeteries are not specially benefitted and therefore are not subject to PID assessment.
- E. Annual Assessment Collection and Budget Allocation.** The District shall prepare an ongoing service plan that covers a period of at least five years and shall hold an annual meeting to review the service plan for the purpose of determining the annual budget. The annual meeting shall be open to all property owners in a public meeting space (with written notice to all property owners in the PID at least two weeks prior to the meeting) to provide an opportunity for property owner questions, comments and input to be considered during the PID annual budget and service plan approval process.
- F. City Expenses and Dallas County Charges.** The District shall pay the cost of: (i) collections service fee to Dallas County and (ii) City expenses related to oversight of the PID operations.
- G. District Management.** **The management entity was misstated in the petition, the District will be managed by Knox Street Public Improvement District Corporation and not Alliance for Greater Works.** Knox Street Public Improvement District Corporation is a private nonprofit corporation created under the laws of the State of Texas and under the provisions of Section 501(c)(3) of the Internal Revenue Code. A cooperative relationship between the City and the private sector will be created whereby the City Council will review and annually approve the service plan and assessment plan, determine and levy assessments and conduct other functions as required by the Act.

BACKGROUND (continued)

- H. Advisory Body.** An advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality. In the interest of providing efficient District management, the City Council, by accepting this Petition and establishing the District, agrees not to establish a separate advisory body and agrees to assign the responsibility for development and recommendation of the annual service and improvement plans and other responsibilities of the advisory body contained in the Act.
- I. District Dissolution.** The District shall automatically dissolve on December 31, 2024, unless renewed or dissolved through the petition and approval process as provided by the Act. Additionally, a public hearing may be called for the purpose of dissolving the District if a petition requesting dissolution is filed with the Dallas City Secretary and the petition contains the signatures of at least enough property owners in the District to make the petition sufficient for the creation of a public improvement district as provided in Section 372.005(b) of the "Act." If the District is dissolved, the District nonetheless shall remain liable for the payment of any indebtedness for the District.
- J. Request for District Renewal.** The persons signing this Petition request or concur with the renewal of the District and, if approved by the owners of the designated area, the boundaries and request that this Petition be considered at the earliest possible time and that the City Council take those lawful steps necessary to renew the District, authorize the improvements and services described herein, levy the necessary assessments to pay for the improvements and services and take any additional actions required under the Act for the benefit of the District.
- K. PID Assessment Collection Budget Projection.** Exhibit B which is attached to the resolution, is a projection of annual PID assessment collection over the seven year service plan. If the total PID collection is less than the annual budgeted amount, the management entity, KSPID, can:
- use discretion to re-allocate PID revenues to best service property owners and residents within the PID area. No budget category may be adjusted by more than 20 percent of projected amount.
 - use funds in the contingency category for other expenditures.

BACKGROUND (continued)

No over-collection is anticipated, however, if the PID assessment collection is greater than the annual projected amount, the managing entity shall:

- be permitted to carry over up to 20 percent of the funds budgeted for Area Improvements or Capital Improvements to the following year to account for delays or cost adjustments, provided that the cumulative seven-year total for each category is not exceeded as a result of such carry-over.
- reduce the amount of the assessment in the following year to absorb the over-collection, or
- return the funds to the property owners, or
- submit a revised petition to obtain consent of the property owners for an increased collection.

The term of the District upon creation is seven years (2018 to 2024). Pending approval, actual operations in the District will commence next year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 23, 2010, City Council authorized the creation of the KSPID for a seven-year period, service plan and management contract by Resolution No.10-1670.

On September 14, 2016, City Council authorized the assessment rate for 2017, by Resolution No. 16-1499; Ordinance No. 30204.

On June 5, 2017, the Economic Development Committee was briefed by memorandum regarding this matter.

On June 14, 2017, City Council authorized the public hearing to be held on June 28, 2017 to review the renewal of the District by Resolution No. 17-0925.

FISCAL INFORMATION

No cost consideration to the City.

June 28, 2017

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, on June 23, 2010, City Council authorized the establishment of the Knox Street Public Improvement District (KSPID) for a period of seven years and named the Knox Street Improvement District Corporation as the management entity for the District by Resolution No. 10-1670; and

WHEREAS, on September 14, 2016, City Council authorized the assessment rate for 2016 by Resolution No. 16-1499; Ordinance No. 30204; and

WHEREAS, on April 3, 2017, Knox Street Improvement District Corporation, representing property owners of the Knox Street area, delivered to the City of Dallas a petition to renew the Knox Street Public Improvement District (the "Petition") in accordance with the parameters of Chapter 372 of the Texas Local Government Code, as shown on the attached Map of the District (**Exhibit A**); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than 50 percent of taxable real property, according to appraised value, and either of the following: more than 50 percent of the area of all taxable real property liable for assessment under the proposal, or more than 50 percent of all record owners of property liable for assessment; and

WHEREAS, City staff reviewed the petition and determined the owners of more than 60 percent of the appraised value of the taxable real property liable for assessment, and more than 60 percent of the land area of all taxable real property liable for assessment within the District executed the petition, in accordance with the necessary thresholds for the City Council to consider creation of the District; and

WHEREAS, the Act further requires that prior to the adoption of the resolution providing for the re-establishment of the Knox Street Public Improvement District to provide supplemental public services to be funded by assessments on real property and real property improvements, the City Council must hold a public hearing on the advisability of the improvements; the nature of the improvement; the estimated cost of the improvement; the boundaries of the public improvement district; the method of assessment; and the apportionment of costs between the district and the municipality as a whole; and

WHEREAS, on June 14, 2017, City Council authorized a public hearing to be held on June 28, 2017, to hear comments and concerns regarding the re-establishment of the Knox Street Public Improvement District and stated its intent at the close of that hearing to consider a resolution renewing the Knox Street Public Improvement District by Resolution No. 17-0925; and

June 28, 2017

WHEREAS, after providing notices required by Section 372.009 of the Act, the City Council on June 28, 2017, conducted a public hearing on the advisability of the improvements and services, and adjourned such public hearing.

Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That pursuant to the requirements of the Act, the City Council, after considering the Petition for the proposed District and evidence and testimony presented at the public hearing on June 28, 2017, hereby finds and declares:

- A. Purpose of the District; General Nature of the Proposed Services and Improvements.** The purpose of the District is to supplement and enhance services provided within the District, but not to replace or supplant existing City services provided within the District. The general nature of the proposed services and improvements to be performed by the District includes enhanced security and public safety, capital improvements, improvement of common areas, landscaping, trash/litter removal, graffiti control, marketing and promotional activities, distinctive lighting and signage, business development and recruitment to promote the area, and related expenses incurred in establishing, administering and operating the District as authorized by the Act.
- B. Method of Assessment.** The assessment shall apportion the costs each year among the property owners on the basis of special benefits accruing to the property. The proposed method of assessment, which may specify included or excluded classes of assessable property, shall be based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. The petition misstated both the first assessment year and the proposed amount. The first year of assessment is 2018 (not 2016) and the proposed amount is \$297,513 (not \$374,321). This amount is approximately equal to \$0.15 per \$100.00 of appraised value, as determined by the Dallas Central Appraisal District. If appraised values rise such that an assessment rate equal to the amount of \$0.15 per \$100.00 valuation would yield an assessment amount that exceeds the estimated costs, the assessment rate shall be reduced until the total assessment equals or is less than to the budgeted amount approved in the petition, subject to the appropriations set forth in the petition.

June 28, 2017**SECTION 1.** (continued)

- C. Estimated Cost; No Bonded Indebtedness.** During the seven year period, the annual cost of the improvements and services provided by the existing District is estimated to range from approximately \$181,897 to \$1,042,996 annually. Based on the estimated maximum cost of improvements and services, the seven year total assessment collection requested by the District shall not exceed a collective total of \$2,269,332 (which is the sum of gross assessment revenue over the next seven years). In the event the District requires additional funds, the District shall re-petition the property owners for such an increase. At no time shall the total amount levied exceed the total amount shown in the attached budget for the services and improvements to be provided for the year in which the property is assessed. The District shall not incur bonded indebtedness.
- D. Apportionment of Cost between the District and the Municipality as a Whole.** The District shall pay the costs of the services and improvements by special assessment against the real property and real property improvements. The real property of jurisdictions and entities that have obtained an exemption from City of Dallas real property taxes pursuant to the Texas Property Code (except under the provisions of Sections 11.24 and 11.28 of the Property Tax Code) will not be subject to an assessment on that portion of the assessed value of the property exempt from City real property taxes. The City of Dallas is not responsible for payment of assessment against exempt City property in the District. City right-of-way, railroad right-of-way, City parks and cemeteries are not specially benefitted and therefore are not subject to PID assessment.
- E. Annual Assessment Collection and Budget Allocation.** The District shall prepare an ongoing service plan that covers a period of at least five years and shall hold an annual meeting to review the service plan for the purpose of determining the annual budget. The annual meeting shall be open to all property owners in a public meeting space (with written notice to all property owners in the PID at least two weeks prior to the meeting) to provide an opportunity for property owner questions, comments and input to be considered during the PID annual budget and service plan approval process.
- F. City Expenses and Dallas County Charges.** The District shall pay the cost of: (i) collections service fee to Dallas County and (ii) City expenses related to oversight of the PID operations.

June 28, 2017**SECTION 1.** (continued)

- G. District Management.** The management entity was misstated in the petition, the District will be managed by Knox Street Public Improvement District Corporation and not Alliance for Greater Works. Knox Street Public Improvement District Corporation is a private nonprofit corporation created under the laws of the State of Texas and under the provisions of Section 501(c)(3) of the Internal Revenue Code. A cooperative relationship between the City and the private sector will be created whereby the City Council will review and approve annually the service plan and assessment plan, determine and levy assessments and conduct other functions as required by the Act.
- H. Advisory Body.** An advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality. In the interest of providing efficient District management, the City Council, by accepting this Petition and establishing the District, agrees not to establish a separate advisory body and agrees to assign the responsibility for development and recommendation of the annual service and improvement plans and other responsibilities of the advisory body contained in the Act.
- I. District Dissolution.** The District shall automatically dissolve on December 31, 2024, unless renewed or dissolved through the petition and approval process as provided by the Act. Additionally, a public hearing may be called for the purpose of dissolving the District if a petition requesting dissolution is filed with the Dallas City Secretary and the petition contains the signatures of at least enough property owners in the District to make the petition sufficient for the creation of a public improvement district as provided in Section 372.005(b) of the "Act." If the District is dissolved, the District nonetheless shall remain liable for the payment of any indebtedness for the District.
- J. Request for District Renewal.** The persons signing this Petition request or concur with the renewal of the District and, if approved by the owners of the designated area, the boundaries and request that this Petition be considered at the earliest possible time and that the City Council take those lawful steps necessary to renew the District, authorize the improvements and services described herein, levy the necessary assessments to pay for the improvements and services and take any additional actions required under the Act for the benefit of the District.

June 28, 2017**SECTION 1.** (continued)

K. PID Assessment Collection Budget Projection. Exhibit “B” is a projection of annual PID assessment collection over the seven year service plan. If the total PID collection is less than the annual budgeted amount, the management entity, Knox Street Public Improvement District, can:

- use discretion to re-allocate PID revenues to best service property owners and residents within the PID area. No budget category may be adjusted by more than 20 percent of projected amount.
- use funds in the contingency category for other expenditures;

No over-collection is anticipated, however, if the PID assessment collection is greater than the annual projected amount, the managing entity shall:

- be permitted to carry over up to 20 percent of the funds budgeted for Area Improvements or Capital Improvements to the following year to account for delays or cost adjustments, provided that the cumulative seven-year total for each category is not exceeded as a result of such carry-over.
- reduce the amount of the assessment in the following year to absorb the over-collection, or
- return the funds to the property owners, or
- submit a revised petition to obtain consent of the property owners for an increased collection.

The term of the District upon creation is seven years (2018 to 2024). Pending approval, actual operations in the District will commence next year.

SECTION 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 3. That the Knox Street Public Improvement is hereby authorized and established as a Public Improvement District under the Act in accordance with the findings as to the advisability of the services and improvements contained in this Resolution, with an effective date of January 1, 2018. The District shall be subject to all of the terms, conditions, limitations and reservations contained in the findings of Section 1 of this Resolution.

SECTION 4. That the City Secretary is directed to give notice of the authorization for the establishment of the District by publishing a copy of this Resolution once in the newspaper of general circulation in the City of Dallas. Such authorization shall take effect and the District shall be deemed to be established effective upon the publication of such notice.

June 28, 2017**SECTION 4.** (continued)

The District shall automatically dissolve on December 31, 2024 unless the District is renewed through the petition and approval process as provided by the Act, or the District is sooner terminated as provided by law. The power of the City to continue to levy and collect assessments within the District will cease and the District will be dissolved on the date that a petition requesting dissolution is filed with the City Secretary of the City of Dallas and the petition contains the signatures of at least enough property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act.

SECTION 5. That the City Council authorizes that the District shall be managed through Knox Street Improvement District Corporation, a private nonprofit corporation established under the provisions of Section 501(c) of the Internal Revenue Code, to develop and recommend a service plan, improvement plan and assessment plan in order to promote the efficient management of the District. The Knox Street Improvement District Corporation shall be the entity responsible for the management of the District.

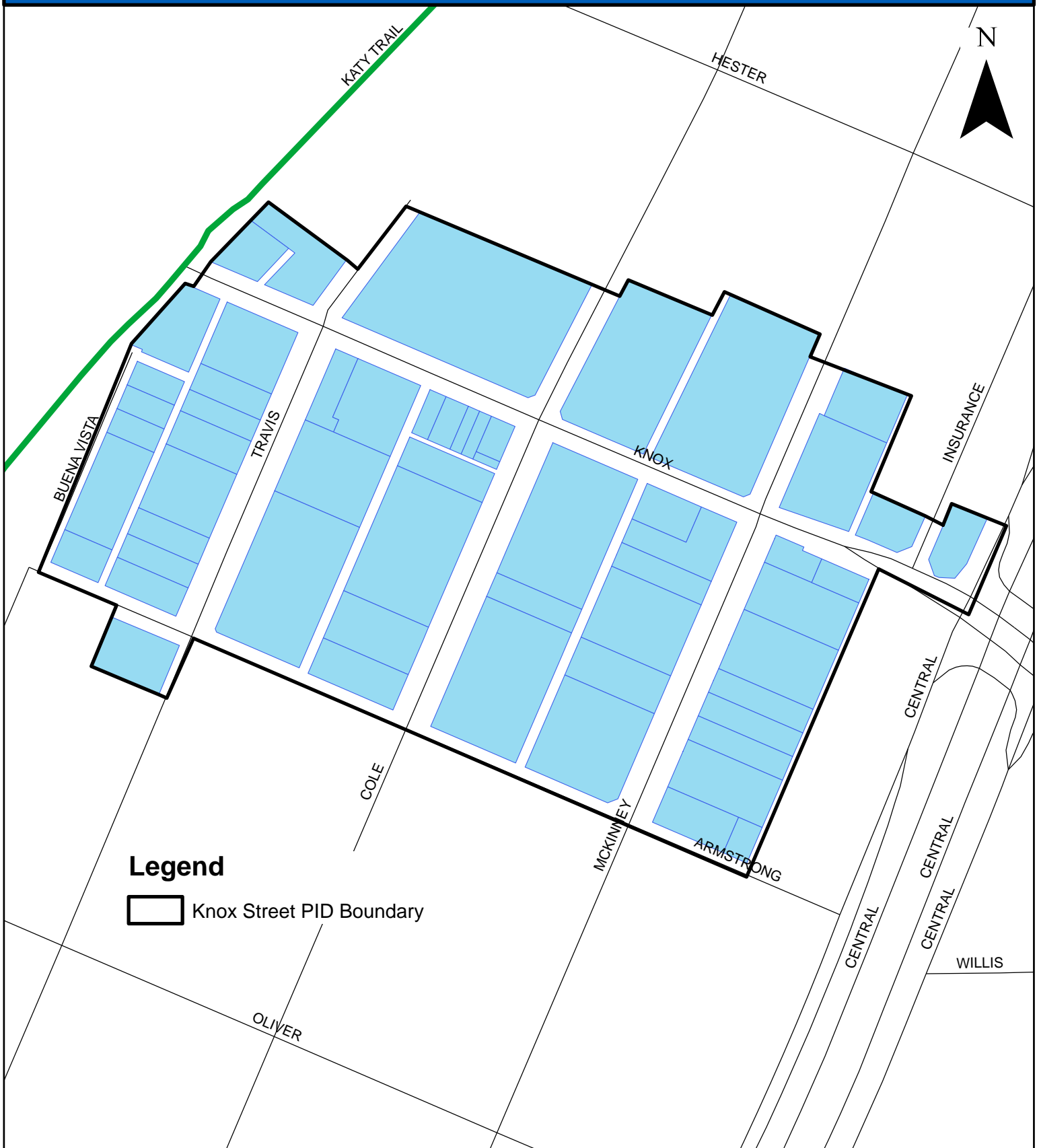
SECTION 6. That City Council hereby approves the Service Plan prepared by the Knox Street Improvement District Corporation, which is attached hereto and made part hereof and marked **(Exhibit B)** and directs the Knox Street Improvement District Corporation, to implement it in accordance with the Act. The Service Plan covers a period of seven years and defines the annual indebtedness and projected cost for services and improvements. The Knox Street Improvement District Corporation, is hereby granted the ability to modify or substitute items without City Council approval within the program categories in the Service Plan, with City staff review and approval, if such changes serve the common interest of owners and tenants in the District and the increase and/or decrease in the amount of a program category does not exceed 20 percent of the budgeted amount for that category and the amount levied shall not exceed the total amount shown on the budget for the services and improvements to be provided for the year in which the property is assessed. "Program categories" in the Service Plan includes the listed improvement in **Exhibit B** that is authorized by the Act.

SECTION 7. That pursuant to the exception granted by Section 252.022(a)(9) of the Texas Local Government Code, the City Manager is hereby authorized and directed, approved as to form by the City Attorney, to enter into a contract with Knox Street Improvement District Corporation, to manage special supplemental services to be paid from the assessments collected. The contract with the Knox Street Improvement District Corporation shall be in accordance with the Service Plan and this Resolution and shall provide for compliance by the Knox Street Improvement District Corporation, with the Business Inclusion and Development Plan for participation of minorities and women providing services and improvements to the District.

June 28, 2017

SECTION 8. That the contract with the Knox Street Improvement District Corporation shall also provide for assessment collection services that the County will provide to the Knox Street Improvement District Corporation, for collection of the special assessments. The County shall receive a fee per account as compensation for its collection services.

SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



Knox Street Public Improvement District - 7 Year Service Plan (for renewal effective 1/1/2018)

Initial Draft Plan as of 2/16/2017

	2017 Budget	2018 Forecast*	2019 Forecast*	2020 Forecast*	2021 Forecast*	2022 Forecast*	2023 Forecast*	2024 Forecast*
INCOME								
Carryover Fund Balance From Previous Year	\$ 632,473	\$ 735,038	\$ (14,962)	\$ (14,962)	\$ (14,962)	\$ (14,962)	\$ (14,962)	\$ (14,962)
Gross Assessment Revenue	\$ 288,847 ⁽¹⁾⁽²⁾	\$ 297,513	\$ 306,438	\$ 315,631	\$ 325,100	\$ 334,853	\$ 344,899	\$ 344,899
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PID Oversight Charge from City**	\$ (4,385)	\$ (4,517)	\$ (4,652)	\$ (4,792)	\$ (4,935)	\$ (5,083)	\$ (5,236)	\$ (5,236)
Net Assessment Revenue	\$ 284,462	\$ 292,996	\$ 301,786	\$ 310,839	\$ 320,165	\$ 329,770	\$ 339,663	\$ 339,663
TOTAL INCOME & RESERVES	\$ 916,935	\$ 1,028,034	\$ 286,824	\$ 295,878	\$ 305,202	\$ 314,807	\$ 324,700	\$ 324,700
EXPENSES								
Capital Improvements ⁽³⁾	\$ 25,000 3%	\$ 897,565 87%	\$ 152,715 53%	\$ 158,020 53%	\$ 163,483 54%	\$ 169,111 54%	\$ 169,111 52%	\$ 169,111 52%
Public Safety and Security ⁽⁴⁾	\$ 46,350 5%	\$ 47,741 5%	\$ 49,173 17%	\$ 50,648 17%	\$ 52,167 17%	\$ 53,732 17%	\$ 55,344 17%	\$ 0 0%
Marketing & Promotion ⁽⁵⁾	\$ 85,000 9%	\$ 86,827 8%	\$ 88,709 31%	\$ 90,647 31%	\$ 92,643 30%	\$ 94,700 30%	\$ 96,818 30%	\$ (723) 0%
PID Renewal Fee ⁽⁷⁾	\$ 15,000 2%	\$ - 0%	\$ - 0%	\$ - 0%	\$ - 0%	\$ - 0%	\$ - 0%	\$ - 0%
Insurance & Audit	\$ 10,399 1%	\$ 10,711 1%	\$ 11,033 4%	\$ 11,364 4%	\$ 11,704 4%	\$ 12,056 4%	\$ 12,417 4%	\$ 0 0%
Administrative ⁽⁶⁾	\$ 148 0%	\$ 152 0%	\$ 157 0%	\$ 161 0%	\$ 166 0%	\$ 171 0%	\$ 176 0%	\$ 0 0%
TOTAL EXPENSES	\$ 181,897	\$ 1,042,996	\$ 301,786	\$ 310,840	\$ 320,164	\$ 329,770	\$ 333,867	\$ 168,389
Current Net Income ⁽²⁾	\$ 102,565 11%	\$ (750,000) -73%	\$ 0 0%	\$ (0) 0%	\$ 0 0%	\$ (0) 0%	\$ 5,796 2%	\$ 171,274 53%
TOTAL CARRYOVER FUNDS AT YEAR END	\$ 735,038	\$ (14,962)	\$ (14,962)	\$ (14,962)	\$ (14,962)	\$ (14,962)	\$ (9,166)	\$ 156,312

⁽¹⁾ 2017 Assessments are proposed to be set at the maximum rate of \$0.15 per \$100 of taxable value.

⁽²⁾ 2017 Budget Revenues are based on 2016 certified tax roll with a 10% reduction applied for potential protest and refunds.

⁽³⁾ Carryover funds will be used to fund capital improvement projects such as (but not limited to) gateway markers, streetscape improvements and/or in conjunction with Knox Complete Streets (and related feasibility study costs). 2018 Capital Improvements reflects anticipated spend of majority of carryover from prior years to complement Knox Complete Streets (but may be separate project from Complete Streets).

⁽⁴⁾ Security includes private security patrol, off-duty police, camera and related security systems equipment and monitoring.

⁽⁵⁾ Website, marketing, social media, branding, banners, special events and Christmas lights

⁽⁶⁾ Printing, mailing, notice, legal, audit and miscellaneous administrative expenses.

⁽⁷⁾ Payment to City of Dallas upon successful renewal of PID.

⁽²⁾ Actual Revenues (ie Cash Basis) in these years. Future years are on a tax year basis.

⁽¹⁾ Subject to successful renewal in 2017.

^(*) PID Oversight Charges: Starting in 2016, includes \$2.75 per account fee.