



## Agenda Information Sheet

**File #:** 18-1318

**Item #:** 6.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 2, 3

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

---

### **SUBJECT**

Authorize **(1)** an increase in the annual lease rental rates at Dallas Love Field to **(a)** \$0.85 square feet per year for unimproved land; **(b)** \$0.95 square feet per year for improved land; **(c)** \$4.75 square feet per year for storage hangar; **(d)** \$5.50 square feet per year for maintenance hangar space; **(e)** \$9.50 square feet per year for office space; **(f)** \$10,000.00 per year for fuel operations permit fees for fixed-based operators and \$5,000.00 per year for fuel operations permit fees for self-fuelers; **(g)** \$40.00 - \$55.00 per square foot per year for non-aeronautical commercial and retail use; **(h)** \$20.00 - \$25.00 per square foot per year for non-aeronautical office use; and **(i)** \$8.00 - \$10.00 per square foot for non-aeronautical warehouse and storage use, effective February 1, 2019; **(2)** an increase in the annual lease rental rates at Dallas Executive Airport to **(a)** \$0.45 square feet per year for unimproved land; **(b)** \$0.55 square feet per year for improved land; **(c)** \$5.50 - \$8.00 square feet per year for general aviation storage and maintenance hangars; **(d)** \$375.00 - \$400.00 per month for T-hangar space; **(e)** \$7.50 square feet per year for office space; and **(f)** \$10,000.00 per year for fuel operations permit fees for fixed-based operators and \$5,000.00 per year for fuel operations permit fees for self-fuelers, effective February 1, 2019; and **(3)** the annual lease rental rates at Dallas Vertiport of **(a)** \$200.00 - \$500.00 landing fee; **(b)** \$150.00 - \$300.00 parking fee; **(c)** \$200.00 - \$400.00 overnight fee; **(d)** \$300.00 per day and \$750.00 per week for office space; and **(e)** \$400.00 per day and \$1,000.00 per week for lobby space, effective February 1, 2019 - Financing: This action has no cost consideration to the City (see Fiscal Information for future revenue impact)

### **BACKGROUND**

On June 18, 2015, in consideration of the expiration and impact of the Wright Amendment on the market at Dallas Love Field and in consideration that there had not been a lease rental rate increase in approximately seven years and the market impact of the runway reconstruction project at Dallas Executive Airport, the Department of Aviation authorized an amended appraisal services contract with Airport Business Solutions, to estimate the annual lease rates for improved land, unimproved land, hangar and office space, excluding the terminal facilities, based on fair market value.

The resulting report recommended an increase in annual lease rates at Dallas Love Field of: \$0.80 per square foot for improved ground; \$0.65 per square foot per unimproved ground; \$4.25 per square foot for storage hangars; \$5.00 per square foot for maintenance hangars; and \$8.50 per square foot for office space. The resulting report also recommended an increase in annual lease rates at Dallas Executive Airport of: \$0.40 per square foot for improved ground; \$0.30 per square foot per unimproved ground. These recommendations to increase the annual lease rates were approved by City Council on February 24, 2016, by Resolution No. 16-0324.

From November 2017 through June 2018, the Department of Aviation authorized three amended appraisal services contracts with Airport Business Solutions, to provide updated annual lease rates at Dallas Love Field, Dallas Executive Airport and Dallas Vertiport for improved land, unimproved land, hangar/office space, helicopter landing/parking fees, fuel operations permits, and non-aeronautical land uses, where applicable, based on fair market value.

Currently, all fuelers pay an annual fuel operations permit fee of \$1,000.00. Based on the updated market lease rates study, fuel operations permits should be increased to \$10,000.00 per year for fixed-based operators and \$5,000.00 per year for self-fuelers. This recommended increase shall take effect incrementally over a four-year period.

The Department of Aviation recommends these proposed updated lease rates at Dallas Love Field, Dallas Executive Airport, and the Dallas Vertiport shall be effective on February 1, 2019.

#### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 18, 1981, City Council authorized Rental Rate Revision by Resolution No. 81-0572.

On December 11, 2002, City Council authorized Rental Rate Revision by Resolution No. 02-3525.

On June 13, 2007, City Council authorized the Rates and Charges Study by Resolution No. 07-1722.

On April 23, 2008, City Council authorized contract for Appraisal Services by Resolution No. 08-1225.

On August 27, 2008, City Council authorized Rental Rate Revision by Resolution No. 08-2226.

On February 24, 2016, City Council authorized Rental Rate Revision by Resolution No. 16-0324.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

#### **FISCAL INFORMATION**

This action has no cost consideration to the City. Department anticipates that there will be future revenue that will be identified when future leases are brought to City Council for approval.



December 12, 2018

**WHEREAS**, the City Council of the City of Dallas is authorized under Chapter 5, "Aircraft and Airports", of the Dallas City Code, as amended, to impose rental charges for the utilization of City-owned premises at Dallas Love Field Airport, Dallas Executive Airport and Dallas Vertiport in Dallas, Texas; and

**WHEREAS**, it is deemed advisable that the schedule of fees presently in effect at Dallas Love Field, Dallas Executive Airport and Dallas Vertiport be increased.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to implement the following schedule of fees in connection with the leasing and operation for aviation related uses of property at Dallas Love Field, to be effective as of February 1, 2019:

|                                    |                                    |                                    |                                    |                                    |
|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| <u>Unimproved Land</u>             | <u>Improved Land</u>               | <u>Storage Hangar</u>              | <u>Maintenance Hangar</u>          | <u>Office Space</u>                |
| \$0.85 per square<br>foot per year | \$0.95 per square<br>foot per year | \$4.75 per square<br>foot per year | \$5.50 per square<br>foot per year | \$9.50 per square<br>foot per year |

|  |   |
|--|---|
| <u>Fuel Permits</u>                            | <u>Non-aeronautical commercial and retail use</u> |
| \$10,000.00 per year for Fixed-based operators | \$40.00 - \$55.00 per square                      |
| \$5,000.00 per year for Self-fuelers           | foot per year                                     |
| <u>Non-aeronautical office use</u>             | <u>Non-aeronautical warehouse and storage use</u> |
| \$20.00 - \$25.00 per square                   | \$8.00 - \$10.00 per square                       |
| foot per year                                  | foot per year                                     |

**SECTION 2.** That the City Manager is hereby authorized to implement the following schedule of fees in connection with the leasing and operation for aviation related uses of property at Dallas Executive Airport, to be effective as of February 1, 2019:

|                                    |  |  |                                    |
|------------------------------------|--|--|------------------------------------|
| <u>Unimproved Land</u>             | <u>Improved Land</u>                           | <u>Storage Hangar &amp; Maintenance Hangar</u> | <u>Office Space</u>                |
| \$0.45 per square<br>foot per year | \$0.55 per square<br>foot per year             | \$5.00 - \$8.00 per square<br>foot per year    | \$7.50 per square<br>foot per year |
| <u>T- Hangar</u>                   | <u>Fuel Permits</u>                            |  |                                    |
| \$375.00 - \$400.00 per month      | \$10,000.00 per year for Fixed-based operators |  |                                    |
|                                    | \$5,000.00 per year for Self-fuelers           |  |                                    |

**SECTION 3.** That the City Manager is hereby authorized to implement the following schedule of fees in connection with the leasing and operation for aviation related uses of property at Dallas Vertiport, to be effective as of February 1, 2019:

|                                       |                                       |                                       |                                       |   |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---|
| <u>Landing Fees</u>                   | <u>Parking Fees</u>                   | <u>Overnight</u>                      | <u>Office Space</u>                   | <u>Lobby Space</u>                      |
| \$200.00 - \$500.00<br>Per Helicopter | \$150.00 - \$300.00<br>Per Helicopter | \$200.00 - \$400.00<br>Per Helicopter | \$300.00 per day<br>\$750.00 per week | \$400.00 per day<br>\$1,000.00 per week |

December 12, 2018

**SECTION 4.** That the rental rates provided in this Resolution shall be effective until authority to adjust the rental rates is granted to the City Manager by the Dallas City Council.

**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 Information Sheet

---

**File #:** 18-1336

**Item #:** 7.

---

**STRATEGIC PRIORITY:** Economic and Neighborhood Vitality

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

---

### **SUBJECT**

Authorize the Eleventh Amendment to the Maintenance Base Lease with Southwest Airlines Co. to add 34,702 square feet (0.797 acres) of land to the leased premises at Dallas Love Field - Financing: No cost consideration to the City

### **BACKGROUND**

Southwest Airlines Co. ("Southwest") currently leases approximately 41.12 acres at Dallas Love Field under its Maintenance Base Lease. The primary term of the lease will expire on May 4, 2046. In connection with Southwest's construction of a new parking garage on the Maintenance Base Lease premises, Southwest shall use the additional premises for the development and construction of entry and exit lanes to and from its parking garage and the adjacent public street.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On April 25, 1977, City Council authorized the Ground Lease by Resolution No. 77-1135.

On December 19, 1979, City Council authorized an Amendment to the Lease by Resolution No. 79-3718.

On July 24, 1985, City Council authorized a Second Amendment to the Lease by Resolution No. 85-2388.

On May 27, 1992, City Council authorized a Third Amendment to the Lease by Resolution No. 92-1949.

On June 23, 1993, City Council authorized a Fourth Amendment to the Lease by Resolution No. 93-2495.

On December 11, 1996, City Council authorized a Fifth Amendment to the Lease by Resolution No.

96-3899.

On October 13, 1999, City Council authorized a Sixth Amendment to the Lease by Resolution No. 99-3346.

On January 24, 2001, City Council authorized a Seventh Amendment to the Lease by Resolution No. 01-0329.

On September 14, 2011, City Council authorized a Ninth Amendment to the Lease by Resolution No. 11-2366.

On October 24, 2012, City Council authorized an Eighth Amendment to the Lease by Resolution No. 12-2696.

On October 14, 2015, City Council authorized a Tenth Amendment to the Lease by Resolution No. 15-1854.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

No cost consideration to the City.

### **OWNER**

**Southwest Airlines Co.**

Gary C. Kelly, Chairman of the Board, President and Chief Executive Officer  
Laura H. Wright, Senior Vice President Finance and Chief Financial Officer  
Ron Ricks, Executive Vice President Corporate Services and Corporate Secretary

### **MAP**

Attached

DALLAS LOVE FIELD  
Southwest Airlines Co.  
Existing Maintenance Base Lease  
MAPSCO 33G



December 12, 2018

**WHEREAS**, Southwest Airlines Co. (Lessee) currently leases approximately 41.12 acres of land at Dallas Love Field from the City of Dallas under that one certain lease referred to as the Maintenance Base Lease dated March 1, 1978, as amended; and

**WHEREAS**, Lessee has seen a tremendous increase in its operations at Dallas Love Field since the expiration of the Wright Amendment and requires additional land to aid in the construction of new improvements on the leased premises; and

**WHEREAS**, in connection with Lessee's construction of new improvements including a parking garage on the Maintenance Base Lease, Lessee has requested, and the City agrees to lease additional land to provide for entry and exit lanes to and from the parking garage and Shorecrest Drive.

**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 Eleventh Amendment to the Maintenance Base Lease with Southwest Airlines Co., approved as to form by the City Attorney, on behalf of the City of Dallas.

**SECTION 2.** That the Eleventh Amendment to the Southwest Airlines Co. Maintenance Base Lease evidences, among other things, that an additional 34,702 square feet (0.797 acres) of land shall be added to the Leased Premises.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to deposit all revenues received under the Lease to: Aviation Operating Fund, Fund 0130, Department AVI, Unit 7722, Revenue Code 7814.

**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 Information Sheet

---

**File #:** 18-1144

**Item #:** 11.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a service agreement with Union Pacific Railroad Company to review and approve the engineer design plan for three proposed grade-separated crossings under the railroad track of Union Pacific Railroad for Herbert, Bataan, and Amonette Streets in the area between Singleton Boulevard and Commerce Street from Sylvan Avenue to Beckley Avenue - Not to exceed \$600,000.00 - Financing: Streets and Transportation Improvements Fund (2012 Bond Funds)

### **BACKGROUND**

West Dallas Gateway Project, Phase II is funded by the 2012 Bond Program to extend Herbert Street, Amonette Street, and Bataan Street from Akron Street to Commerce Street. This is to redevelop, spur economic growth, and enhance the connectivity of the area between West Commerce Street and Singleton Boulevard to the north and south and Sylvan Avenue and North Beckley Avenue to the west and east. This project includes three new grade-separated underpasses under the Union Pacific Railroad's (UPRR) tracks. This action will authorize an agreement with UPRR for the engineering design review and approval of the three new grade-separated underpass structures within UPRR's right-of-way for the West Dallas Gateway Project, Phase II.

The West Dallas Gateway Project, Phase II entails extending the existing Herbert Street, Amonette Street, and Bataan Street from Akron Street to West Commerce Street south underneath the UPRR's tracks with a new bridge at each street location. The roadway and bridge section will be two lanes undivided. These three bridges will provide motorists and pedestrians with three grade-separated railroad crossings which will allow uninterrupted flow of traffic while also eliminating the safety threat posed by moving trains. This project will also provide a new traffic signal at the intersection of Herbert Street/West Commerce Street, a traffic roundabout at Bataan Street/West Commerce Street, sidewalks, drainage improvements, and water and wastewater upgrades.



**ESTIMATED SCHEDULE OF PROJECT**

|                       |                |
|-----------------------|----------------|
| Began Design          | September 2017 |
| Completed Design      | August 2019    |
| Begin Construction    | December 2019  |
| Complete Construction | December 2021  |

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

On June 19, 2013, City Council authorized an amendment to the City of Dallas Thoroughfare Plan (Ordinance No. 29045) to add Amonette Street, Herbert Street, and Bataan Street between Singleton Boulevard and Commerce Street by Resolution No. 13-1041.

On January 8, 2014, City Council authorized a professional services contract with URS Corporation for the engineering design of three new street crossings under the Union Pacific Railroad (UPRR) at Bataan Street, Herbert Street and Amonette Street for the West Dallas Gateway Project, Phase I by Resolution No. 14-0117.

On January 25, 2017, City Council authorized approval of the recommended plan for the proposed alignment of Amonette Street from Akron Street to Commerce Street, new construction that will accommodate a two-lane undivided roadway with on-street parking within 54' of right-of-way by Resolution No. 17-0194.

On January 25, 2017, City Council authorized approval of the proposed alignment of Bataan Street from Singleton Boulevard to the Union Pacific Railroad (UPRR) right-of-way, from its current alignment to the proposed alignment of Bataan Street, and Bataan Street from the UPRR right-of-way to Commerce Street, new construction that will accommodate a two-lane undivided roadway with on-street parking within 54' of right-of-way for Bataan Street from Singleton Boulevard to Commerce Street by Resolution No. 17-0195.

On January 25, 2017, City Council authorized approval of the recommended plan for the proposed alignment of Herbert Street from Akron Street to Commerce Street, new construction that will accommodate a two-lane undivided roadway with on-street parking within 56' of right-of-way for Herbert Street from Akron Street to Commerce Street by Resolution No. 17-0196.

On August 9, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract for assignment of the contract from URS Corporation to AECOM Technical Services, Inc.; and additional engineering services to complete the design of three new street crossings under the Union Pacific Railroad tracks at Bataan, Herbert and Amonette Streets for the West Dallas Gateway Project, Phase II by Resolution No. 17-1169.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Streets and Transportation Improvements Fund (2012 Bond Funds) - \$600,000.00



**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount  | Category | M/WBE Goal | M/WBE% | M/WBE \$ |
|--|----------|------------|--------|----------|
| \$600,000.00   | CO-OP    | N/A        | N/A    | N/A      |
| • The Business Inclusion and Development Plan does not apply to Cooperative Purchasing Agreements (COOPs). |          |            |        |          |

**OWNER**

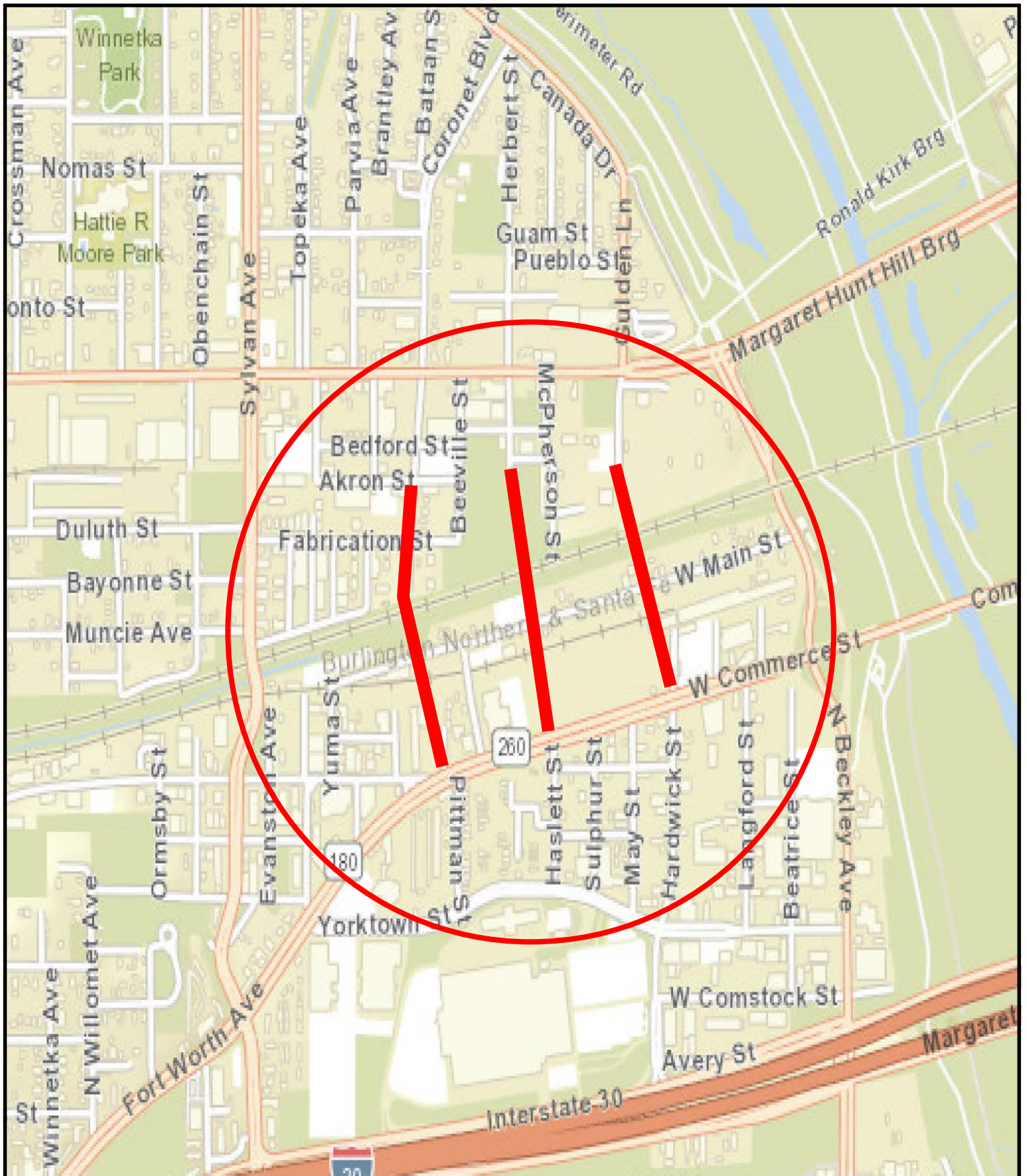
**Union Pacific Railroad Co.**

Kevin D. Hicks, Assistant Vice President of Engineering

**MAP**

Attached

## WEST DALLAS GATEWAY PROJECT, PHASE II



**COUNCIL DISTRICT 6**

December 12, 2018

**WHEREAS**, on June 19, 2013, City Council authorized an amendment to the City of Dallas Thoroughfare Plan to add Amonette Street, Herbert Street and Bataan Street between Singleton Boulevard and Commerce Street by Resolution No. 13-1041; and

**WHEREAS**, on January 8, 2014, City Council authorized a professional services contract with URS Corporation, for the engineering design of three new street crossings under the Union Pacific Railroad (UPRR) at Bataan Street, Herbert Street and Amonette Street for the West Dallas Gateway Project, Phase I, in an amount not to exceed \$546,645.00, by Resolution No. 14-0117; and

**WHEREAS**, on June 26, 2014, Administrative Action No. 14-6387 authorized Supplemental Agreement No. 1 to the professional services contract with URS Corporation, for traffic engineering and cultural resources investigation for the West Dallas Gateway Project, Phase I, in an amount not to exceed \$33,058.00, from \$546,645.00 to \$579,703.00; and

**WHEREAS**, on August 12, 2015, City Council authorized approval of the recommended plan for the proposed alignment of right-of-way for Amonette Street from Singleton Boulevard to Akron Street, from its current alignment by Resolution No. 15-1386; and

**WHEREAS**, on August 12, 2015, City Council authorized approval of the recommended plan for the proposed alignment of Herbert Street from Singleton Boulevard to Akron Street, from its current alignment, by Resolution No. 15-1387; and

**WHEREAS**, on October 20, 2015, Administrative Action No. 15-7072 authorized Supplemental Agreement No. 2 to the professional services contract with URS Corporation, to address changes to the rail structure concept, additional drainage analysis and data collection for the traffic study needed for the West Dallas Gateway Project, Phase I, in an amount not to exceed \$16,931.00, from \$579,703.00 to \$596,634.00; and

**WHEREAS**, on November 7, 2016, Administrative Action No. 16-6977 authorized Supplemental Agreement No. 3 to the professional services contract with URS Corporation, to provide additional survey services for the West Dallas Gateway Project, Phase I, in an amount not to exceed \$27,189.00, from \$596,634.00 to \$623,823.00; and

**WHEREAS**, on January 25, 2017, City Council authorized approval of the recommended plan for the proposed alignment of Amonette Street from Akron Street to Commerce Street, new construction from its current alignment, by Resolution No. 17-0194; and

December 12, 2018

**WHEREAS**, on January 25, 2017, City Council authorized approval of the recommended plan for the proposed alignment of Bataan Street from Singleton Boulevard to the Union Pacific Railroad (UPRR) right-of-way, from its current alignment to the proposed alignment of Bataan Street, and Bataan Street from the UPRR right-of-way to Commerce Street, new construction by Resolution No. 17-0195; and

**WHEREAS**, on January 25, 2017, City Council authorized approval of the recommended plan for the proposed alignment of Herbert Street from Akron Street to Commerce Street, new construction, by Resolution No. 17-0196; and

**WHEREAS**, on August 9, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with AECOM Technical Services, Inc. for assignment of the contract from URS Corporation to AECOM Technical Services, Inc. and for additional engineering services to complete the design of three new street crossings under the Union Pacific Railroad (UPRR) tracks at Bataan, Herbert and Amonette Streets for the West Dallas Gateway Project, Phase II, in an amount not to exceed \$3,417,962.64, increasing the contract amount from \$623,823.00 to \$4,041,785.64, by Resolution No. 17-1169.

**WHEREAS**, it is now necessary to authorize an agreement with UPRR for the engineering design review and approval of three new grade-separated underpass structures within the UPRR's right-of-way for West Dallas Gateway Project, Phase II at Herbert Street, Bataan Street, and Amonette Street.

**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 agreement with Union Pacific Railroad Company (UPRR), approved as to form by the City Attorney, for the engineering design review and approval for three new grade-separated underpass structures within the UPRR's right-of-way for West Dallas Gateway Project, Phase II at Herbert Street, Bataan Street, and Amonette Street, in an amount not to exceed \$600,000.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$600,000.00 to UPRR from Street and Transportation Improvements Fund, Fund 4U22, Department PBW, Unit S399, Object 4111, Activity GTWY, Program PB12S399, Encumbrance CX-PBW-2018-00007252, Vendor 266649.

**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 Information Sheet

**File #:** 18-1334

**Item #:** 12.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with PGAL, Inc. for architectural, engineering design, and construction administration services for the 6<sup>th</sup> Floor Renovation and Major Maintenance at the J. Erik Jonsson Central Library located at 1515 Young Street - Not to exceed \$505,500.00 - Financing: Library Facilities Fund (2006 Bond Funds) (\$406,510.40) and Library (E) Fund (2017 Bond Funds) (\$98,989.60)

### **BACKGROUND**

PGAL, Inc. was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with PGAL, Inc. to provide architectural, engineering design, conditions investigation of roof and elevator systems, construction documents, furniture and fixtures documents, cost estimates, and construction administration services for the 6<sup>th</sup> floor renovation, passage elevator upgrades, and plumbing and roofing repairs at the J. Erik Jonsson Central Library, located at 1515 Young Street. In this contract, services will include schematic design, design development, conduct assessment of roof and pedestrian elevators, furniture and equipment design, construction documents, bid evaluation, and construction administration.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |                |
|-----------------------|----------------|
| Begin Design          | January 2019   |
| Complete Design       | September 2019 |
| Begin Construction    | January 2020   |
| Complete Construction | July 2020      |

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Library Facilities Fund (2006 Bond Funds) - \$406,510.40

Library (E) Fund (2017 Bond Funds) - \$98,989.60

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$505,500.00                            | Architectural & Engineering | 25.66%     | 59.83%  | \$302,463.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

**OWNER**

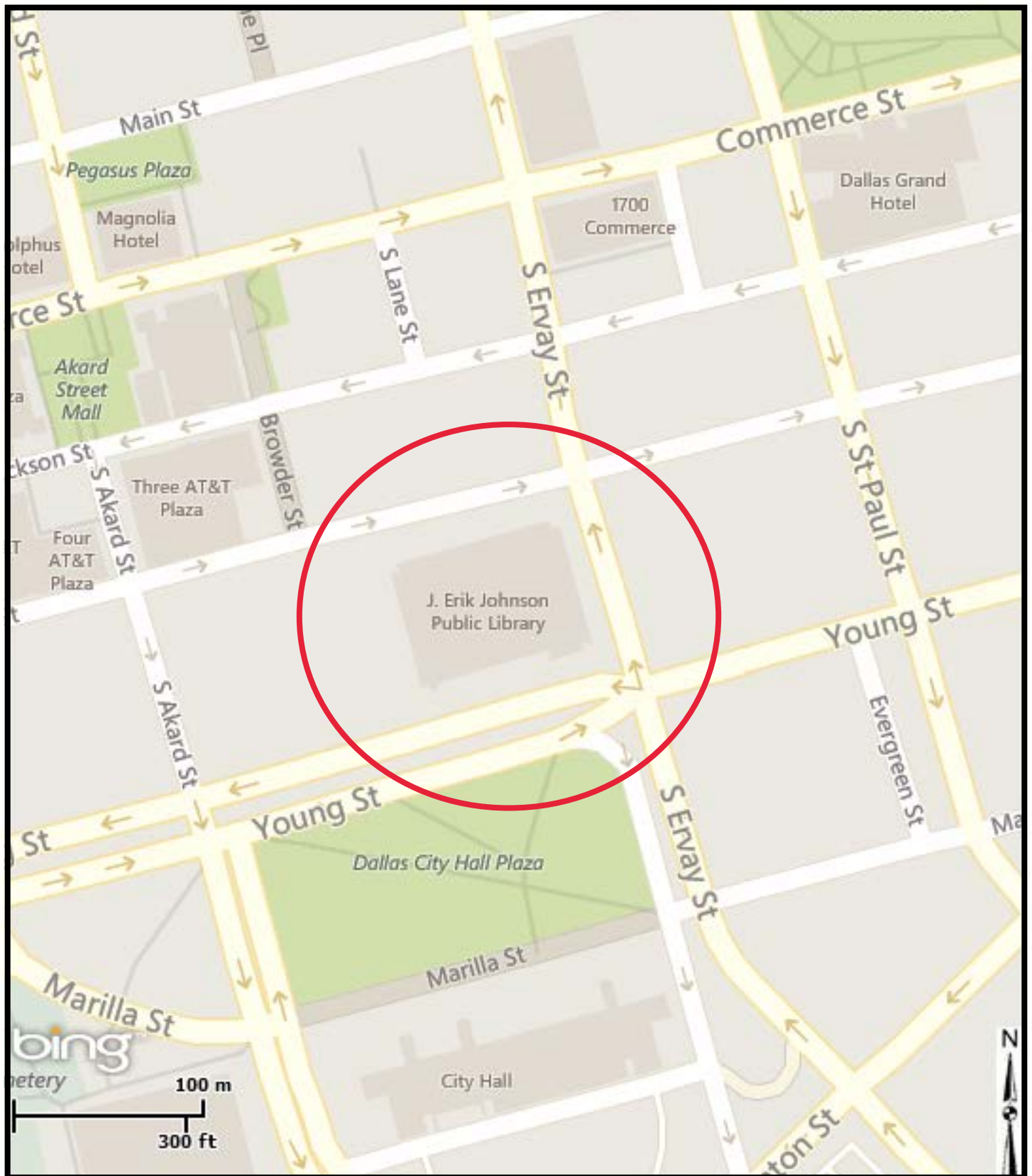
**PGAL, Inc.**

Jeff Bulla, Principal

**MAP**

Attached

## 6TH FLOOR RENOVATION AND MAJOR MAINTENANCE



**COUNCIL DISTRICT 2**

December 12, 2018

**WHEREAS**, in the 2017 Bond Program, the citizens of Dallas approved funding for major maintenance, renovations, and improvements at J. Erik Jonsson Central Library located at 1515 Young Street; and

**WHEREAS**, at the conclusion of a selection process conducted by City staff, PGAL, Inc. was chosen as the most qualified firm to provide architectural services for this project; and

**WHEREAS**, it is now desirable to authorize a professional services contract with PGAL, Inc. for architectural, engineering design, and construction administration services for the improvements at the J. Erik Jonsson Central Library located at 1515 Young Street, in an amount not to exceed \$505,500.00.

**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 a professional services contract with PGAL, Inc., approved as to form by the City Attorney, for architectural, engineering design, and construction administration services for the improvements at the J. Erik Jonsson Central Library located at 1515 Young Street, in an amount not to exceed \$505,500.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$505,500.00 to PGAL, Inc. in accordance with the terms and conditions of the contract:

|   |              |
|---|--------------|
| Library (E) Fund                                    |              |
| Fund 1V42, Department BSD, Unit VE02, Activity LIBF |              |
| Object 4112, Program EB17VE02                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008579       |              |
| Vendor 101237                                       | \$ 98,989.60 |

|   |                     |
|---|---------------------|
| Library Facilities Fund                             |                     |
| Fund 2T42, Department BSD, Unit W266, Activity LIBF |                     |
| Object 4112, Program PB06W266                       |                     |
| Encumbrance/Contract No. CX-PBW-2019-00008579       |                     |
| Vendor 101237                                       | <u>\$406,510.40</u> |

|                            |              |
|----------------------------|--------------|
| Total amount not to exceed | \$505,500.00 |
|----------------------------|--------------|

**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 Information Sheet

---

**File #:** 18-1195

**Item #:** 13.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Pacheco Koch Consulting Engineers, Inc. for the engineering design for the street reconstruction project on Bradford Drive from Maple Springs Boulevard to Hedgerow Drive - Not to exceed \$203,037.15 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$171,990.45) and Water Capital Improvement Fund (\$31,046.70)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Pacheco Koch Consulting Engineers, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines. This action will authorize a professional services contract with Pacheco Koch Consulting Engineers, Inc. for the engineering design of the street reconstruction project on Bradford Drive from Maple Springs Boulevard to Hedgerow Drive.

This project will include replacing the existing 24-foot wide asphalt street with new 26-foot wide reinforced concrete pavement, curb and gutter, sidewalk, and storm drain improvements. This project will also include water main improvements to replace 2,400 linear feet of an existing 4-inch water line with a new 8-inch water line. The estimated total project cost is \$2,403,510.15.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | January 2019  |
| Complete Design       | December 2019 |
| Begin Construction    | April 2020    |
| Complete Construction | April 2021    |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$171,990.45

Water Capital Improvement Fund - \$31,046.70

Estimated Future Cost - Construction - \$2,200,473.00

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$203,037.15                            | Architectural & Engineering | 25.66%     | 100.00% | \$203,037.15 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

**OWNER**

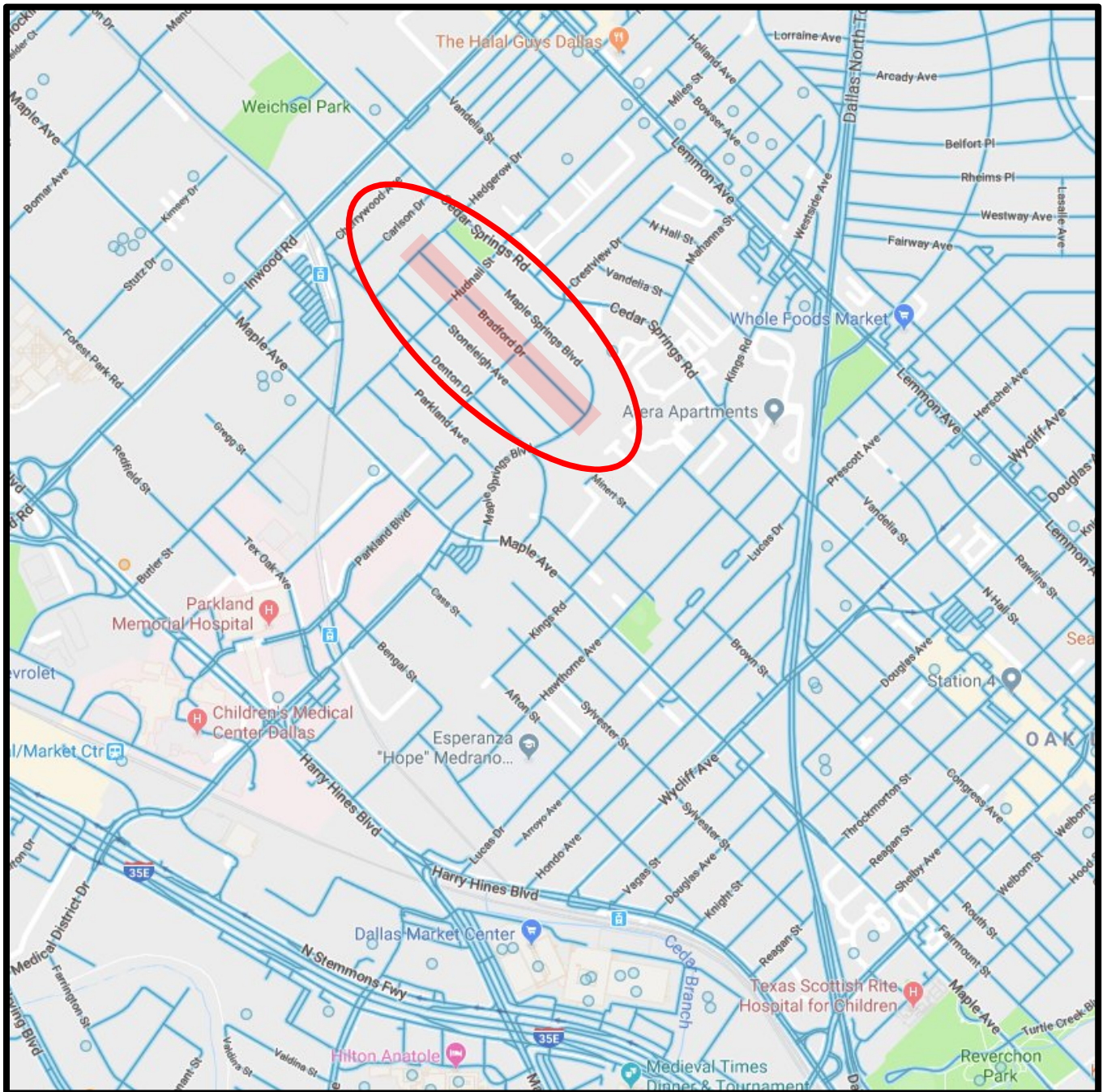
**Pacheco Koch Consulting Engineers, Inc.**

Mark Pacheco, P. E., Registered Professional Licensed Surveyor, President

**MAP**

Attached

# STREET RECONSTRUCTION PROJECT BRADFORD DRIVE FROM MAPLE SPRINGS BOULEVARD TO HEDGEROW DRIVE)



**COUNCIL DISTRICT 2**

December 12, 2018

**WHEREAS**, Pacheco Koch Consulting Engineers, Inc. was selected to provide engineering design services for the street reconstruction project on Bradford Drive from Maple Springs Boulevard to Hedgerow Drive.

**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 professional services contract with Pacheco Koch Consulting Engineers, Inc., approved as to form by the City Attorney, for engineering design for the street reconstruction project on Bradford Drive from Maple Springs Boulevard to Hedgerow Drive, in an amount not to exceed \$203,037.15.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$203,037.15 in accordance with the terms and conditions of the contract:

Pacheco Koch Consulting Engineers, Inc. for the engineering design of the street reconstruction project on Bradford Drive from Maple Springs Boulevard to Hedgerow Drive:

|   |                     |
|---|---------------------|
| Street and Transportation (A) Fund                  |                     |
| Fund 1V22, Department PBW, Unit V194, Activity SREC |                     |
| Object 4111, Program PB17V194                       |                     |
| Encumbrance/Contract No. CX-PBW-2019-00008393       |                     |
| Vendor 342980                                       | \$171,990.45        |
|   |                     |
| Water Capital Improvement Fund                      |                     |
| Fund 3115, Department DWU, Unit PW42                |                     |
| Object 4111, Program 719105                         |                     |
| Encumbrance/Contract No. CX-PBW-2019-00008393       |                     |
| Vendor 342980                                       | <u>\$ 31,046.70</u> |
|   |                     |
| Total amount not to exceed                          | \$203,037.15        |

**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 Information Sheet

**File #:** 18-1224

**Item #:** 14.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Kimley-Horn and Associates, Inc. for the engineering design for Complete Street improvements, including bike lanes, on Abrams Road from Gaston Avenue to South Beacon Street - Not to exceed \$294,574.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Kimley-Horn and Associates, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines. This action will authorize a professional services contract with Kimley-Horn and Associates, Inc. for the engineering design of the Complete Street improvements, including bike lanes, on Abrams Road from Gaston Avenue to South Beacon Street.

The project will include, but not be limited to, the design of bike lanes, enhanced sidewalks, crosswalks and on-street parking that are aligned with the City of Dallas Complete Streets Manual. The City held two workshops with the affected communities in August 2018 to solicit their vision for the area and developed a scope of work for the professional engineering services for the project based on the community input. The estimated total project cost is \$3,487,184.00.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |                |
|-----------------------|----------------|
| Begin Design          | February 2019  |
| Complete Design       | December 2019  |
| Begin Construction    | July 2020      |
| Complete Construction | September 2021 |

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$294,574.00

Estimated Future Cost - Construction - \$3,192,610.00

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$    |
|---|-----------------------------|------------|---------|-------------|
| \$294,574.00                            | Architectural & Engineering | 25.66%     | 26.11%  | \$76,900.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |             |

**OWNER**

**Kimley-Horn and Associates, Inc.**

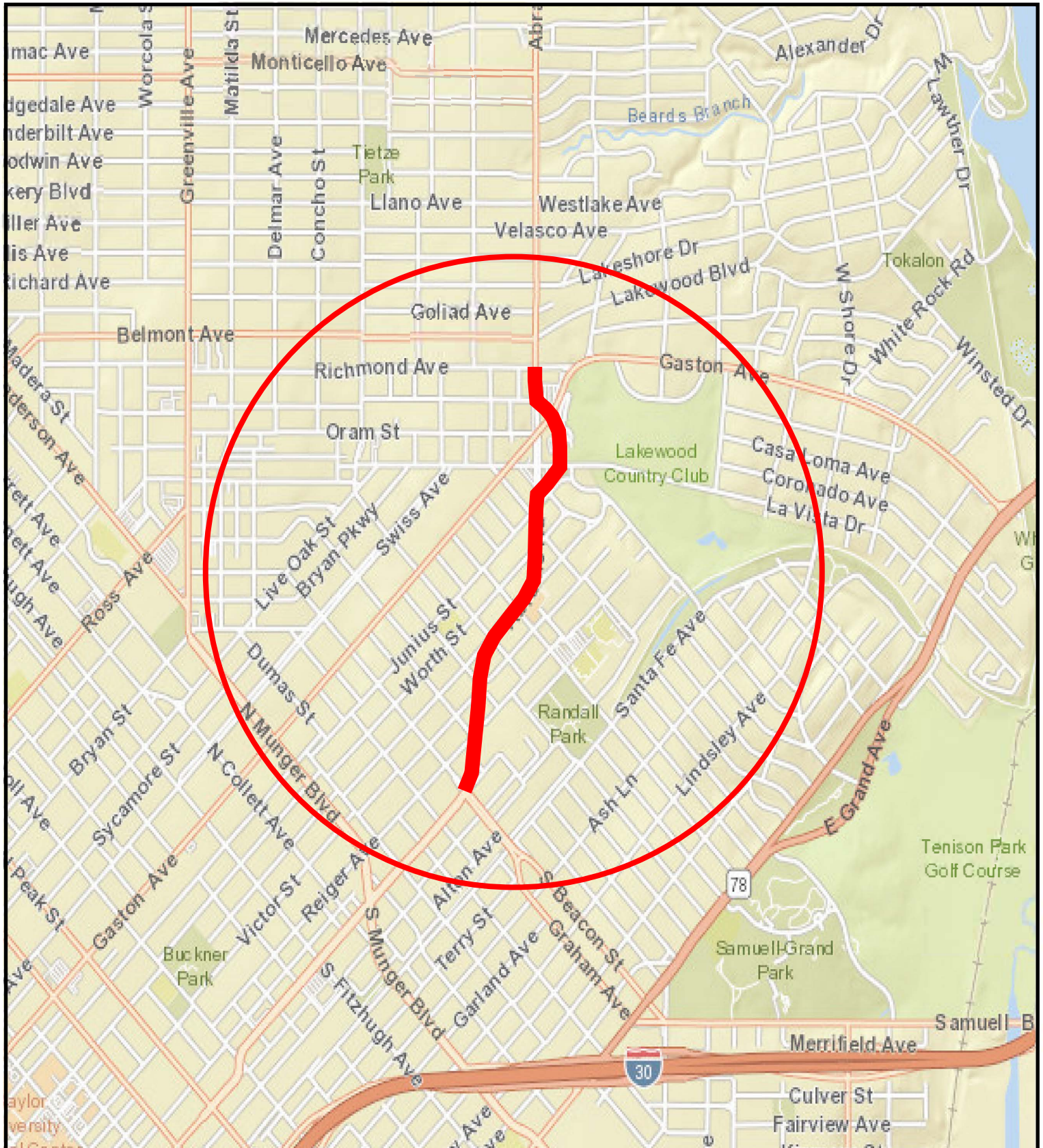
Kevin Hoppers, P.E., Vice President

**MAP**

Attached



**ABRAMS ROAD FROM GASTON AVENUE TO SOUTH BEACON STREET (COMPLETE STREET IMPROVEMENTS INCLUDING BIKE LANES)**



**COUNCIL DISTRICT 14**

December 12, 2018

**WHEREAS**, Kimley-Horn and Associates, Inc. was selected to provide engineering design for the Complete Street improvements on Abrams Road from Gaston Avenue to South Beacon Street.

**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 professional services contract with Kimley-Horn and Associates, Inc., approved as to form by the City Attorney, for engineering design for the Complete Street improvements, including bike lanes, on Abrams Road from Gaston Avenue to South Beacon Street, in an amount not to exceed \$294,574.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$294,574.00 to Kimley-Horn and Associates, Inc. in accordance with the terms and conditions of the contract from the Street and Transportation (A) Fund, Fund 1V22, Department PBW, Unit VA14, Activity THRF, Object 4111, Program PB17VA14, Encumbrance/Contract No. CX-PBW-2019-00008490, Vendor 135447.

**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 Information Sheet

**File #:** 18-1225

**Item #:** 15.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design for Complete Street improvements, including bike lanes on Columbia Avenue/Main Street from South Beacon Street to Deep Ellum - Not to exceed \$369,805.90 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Huitt-Zollars, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design for Complete Street improvements, including bike lanes on Columbia Avenue/Main Street from South Beacon Street to Deep Ellum.

The project will include, but not be limited to, the design of bike lanes, enhanced sidewalks, crosswalks and on-street parking that are aligned with the City of Dallas Complete Streets Manual. The City held two workshops with the affected communities in August 2018 to solicit their vision for the area and developed a scope of work for the professional engineering services for the project based on the community input. The estimated total project cost is \$4,076,916.40.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |                |
|-----------------------|----------------|
| Begin Design          | February 2019  |
| Complete Design       | December 2019  |
| Begin Construction    | July 2020      |
| Complete Construction | September 2021 |

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$369,805.90

Estimated Future Cost -Construction - \$3,702,110.50

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$    |
|---|-----------------------------|------------|---------|-------------|
| \$369,805.90                            | Architectural & Engineering | 25.66%     | 25.80%  | \$95,400.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |             |

**OWNER**

Huitt-Zollars, Inc.

John Anthony Sosebee, P.E., Senior Vice President

**MAP**

Attached

[illegible]

## COUNCIL DISTRICT 2

December 12, 2018

**WHEREAS**, Huitt-Zollars, Inc. was selected to provide engineering design for Complete Street improvements, including bike lanes on Columbia Avenue/Main Street from South Beacon Street to Deep Ellum.

**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 professional services contract with Huitt-Zollars, Inc., approved as to form by the City Attorney, for the engineering design for Complete Street improvements, including bike lanes on Columbia Avenue/Main Street from South Beacon Street to Deep Ellum, in an amount not to exceed \$369,805.90.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$369,805.90 to Huitt-Zollars, Inc., in accordance with the terms and conditions of the contract from the Street and Transportation (A) Fund, Fund 1V22, Department PBW, Unit VA12, Object 4111, Activity THRF, Program PB17VA12, Encumbrance/Contract No. CX-PBW-2018-00007923, Vendor 090025.

**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 Information Sheet

**File #:** 18-1226

**Item #:** 16.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with VRX, Inc. for the engineering design of the bridge reconstruction project for the West Red Bird Lane Bridge over Woody Branch Creek Project - Not to exceed \$256,636.68 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, VRX, Inc. was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines. This action will authorize a professional services contract with VRX, Inc. for the engineering design for the bridge reconstruction project on West Red Bird Lane Bridge over Woody Branch Creek.

The project will include, but not be limited to the reconstruction of the existing West Red Bird Lane Bridge over Woody Branch Creek to raise it above the 100-year flood elevation. It will also include the reconstruction of all necessary street transitions and channel improvements associated with the new bridge. The estimated project cost is \$2,998,980.68.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | February 2019 |
| Complete Design       | December 2019 |
| Begin Construction    | July 2020     |
| Complete Construction | December 2021 |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$256,636.68

Estimated Future Cost - Construction - \$2,742,344.00

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                   | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|----------------------------|------------|---------|--------------|
| \$256,636.68                            | Architecture & Engineering | 25.66%     | 93.33%  | \$239,526.68 |
| • This contract exceeds the M/WBE goal. |                            |            |         |              |

**OWNER**

VRX, Inc.

Nawal (Noelle) Ibrahim, P.E., President

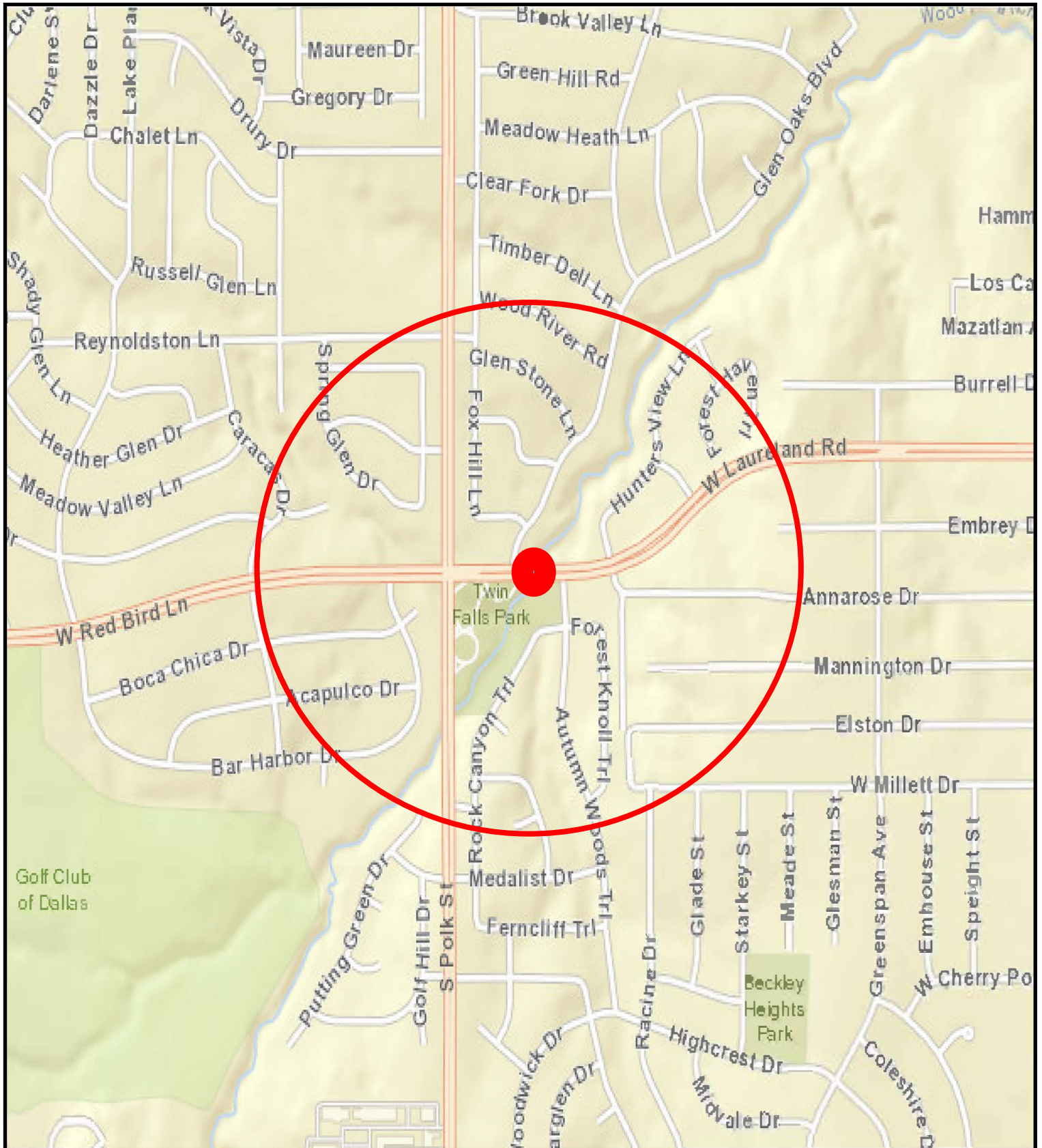
**MAP**

Attached



# BRIDGE RECONSTRUCTION

## WEST RED BIRD LANE BRIDGE OVER WOODY BRANCH CREEK



COUNCIL DISTRICT 3

December 12, 2018

**WHEREAS**, VRX, Inc. was selected to provide engineering design for the bridge reconstruction on West Red Bird Lane Bridge over Woody Branch Creek.

**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 professional services contract with VRX, Inc., approved as to form by the City Attorney, for the engineering design of the bridge reconstruction project for the West Red Bird Lane Bridge over Woody Branch Creek Project, in an amount not to exceed \$256,636.68.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$256,636.68 to VRX, Inc., in accordance with the terms and conditions of the contract from the Street and Transportation (A) Fund, Fund 1V22, Department PBW, Unit VA36, Object 4111, Activity BRAM, Program PB17VA36, Encumbrance/Contract No. CX-PBW-2019-00008491, Vendor VS0000017391.

**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 Information Sheet

**File #:** 18-1243

**Item #:** 17.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with IEA, Inc. for the engineering design of the Jefferson/Twelfth Connector Lane Diet/Removal Project - Not to exceed \$226,278.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$204,278.00) and Water Utilities Capital Construction Funds (\$22,000.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, IEA, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines. This action will authorize a professional services contract with IEA, Inc. for the engineering design of the Jefferson/Twelfth Connector Lane Diet/Removal Project.

The project will include, but not be limited to, design of the connector, removal and restoration of the neighborhood grid, street removal, new paving and sidewalks, storm water drainage, and water and wastewater main relocation.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | February 2019 |
| Complete Design       | January 2020  |
| Begin Construction    | May 2020      |
| Complete Construction | April 2021    |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$204,278.00

Water Utilities Capital Construction Funds - \$22,000.00

Estimated Future Cost - Construction - \$1,631,155.94

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$226,278.00                            | Architectural & Engineering | 25.66%     | 89.39%  | \$202,278.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

**OWNER**

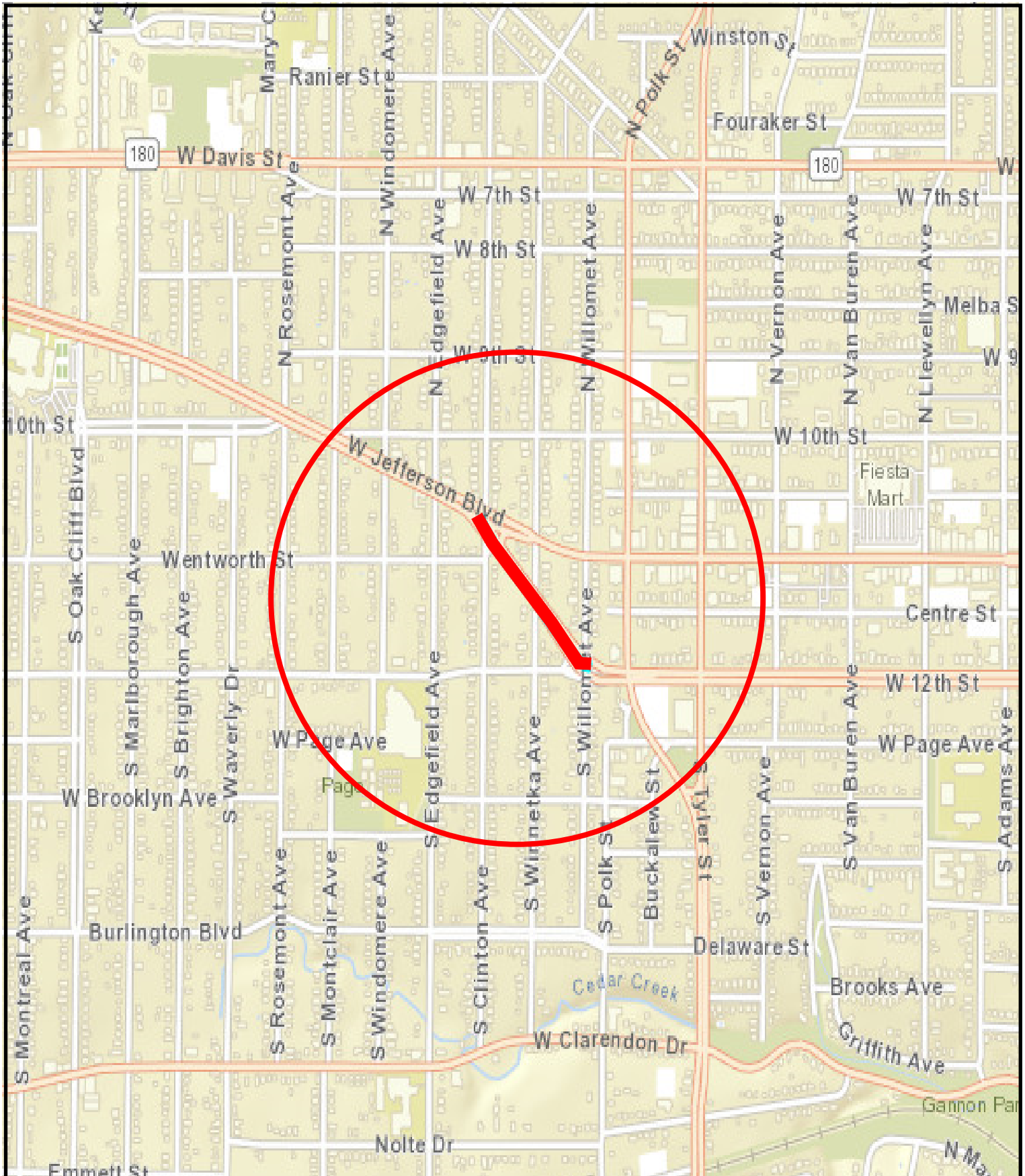
IEA, Inc.

Larry G. Redden, Vice President

**MAP**

Attached

**TARGET NEIGHBORHOOD IMPROVEMENT**  
**JEFFERSON/TWELFTH CONNECTOR**  
**LANE DIET/REMOVAL**



**COUNCIL DISTRICT 1**

December 12, 2018

**WHEREAS,** IEA, Inc. was selected to provide engineering design of the Jefferson/Twelfth Connector Lane Diet/Removal 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 professional services contract with IEA, Inc., approved as to form by the City Attorney, for engineering design of the Jefferson/Twelfth Connector Lane Diet/Removal Project, in an amount not to exceed \$226,278.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$226,278.00 in accordance with the terms and conditions of the contract:

IEA, Inc., for the engineering design of the Jefferson/Twelfth Connector Lane Diet/Removal Project:

|  |                    |
|--|--------------------|
| Street and Transportation (A) Fund<br>Fund 1V22, Department PBW, Unit V990<br>Object 4111, Activity TGTN, Program PB17V990<br>Encumbrance/Contract No. CX-PBW-2019-00008341<br>Vendor VS0000030431 | \$204,278.00       |
| Water Construction Fund<br>Fund 0102, Department DWU, Unit CW42<br>Object 4111, Program 719115<br>Encumbrance/Contract No. CX-PBW-2019-00008341<br>Vendor VS0000030431                             | \$ 17,600.00       |
| Wastewater Construction Fund<br>Fund 0103, Department DWU, Unit CS42<br>Object 4111, Program 719116<br>Encumbrance/Contract No. CX-PBW-2019-00008341<br>Vendor VS0000030431                        | <u>\$ 4,400.00</u> |
| Total amount not to exceed   | \$226,278.00       |

**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 Information Sheet

**File #:** 18-1228

**Item #:** 18.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of Streetscape/Urban Design and Sidewalk Improvements for Project Group 17-1011 (list attached to the Agenda Information Sheet) - Not to exceed \$146,575.85 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Huitt-Zollars, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines for Project Group 17-1011.

This action will authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of Streetscape/Urban Design and Sidewalk Improvement projects as Project Group 17-1011. The scope of work consists of streetscape and urban design improvements of Jefferson Boulevard from Adams Avenue to Polk Street. The improvements will include upgrading sidewalk conditions, curb ramps, planting areas for street and ornamental trees, and pedestrian lighting. The scope also includes sidewalk and curb ramp improvements along the northern side of Wright Street from South Oak Cliff Boulevard to Edgefield Avenue. Both projects will include adjustments to drainage, water and wastewater appurtenances.

Following are the location and design costs for each project:

### **Streetscape/Urban Design and Sidewalk Improvements**

| <b><u>Project</u></b>                                   | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|---|--------------------------------|----------------------|
| Jefferson Boulevard from<br>Adams Avenue to Polk Street | 1                              | \$100,717.02         |



Wright Street from  
South Oak Cliff Boulevard to Edgefield Avenue 1 \$ 45,858.83

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design February 2019  
Complete Design March 2020  
Begin Construction September 2020  
Complete Construction December 2021

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$146,575.85

Estimated Future Cost - Construction - \$1,004,043.70

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$    |
|---|-----------------------------|------------|---------|-------------|
| \$146,575.85                            | Architectural & Engineering | 25.66%     | 33.72%  | \$49,420.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |             |

**OWNER**

Huitt-Zollars, Inc.

John Anthony Sosebee, P. E., Senior Vice President

**MAPS**

Attached

## Project Group 17-1011

### Streetscape/Urban Design and Sidewalk Improvements

#### Project

#### Council District

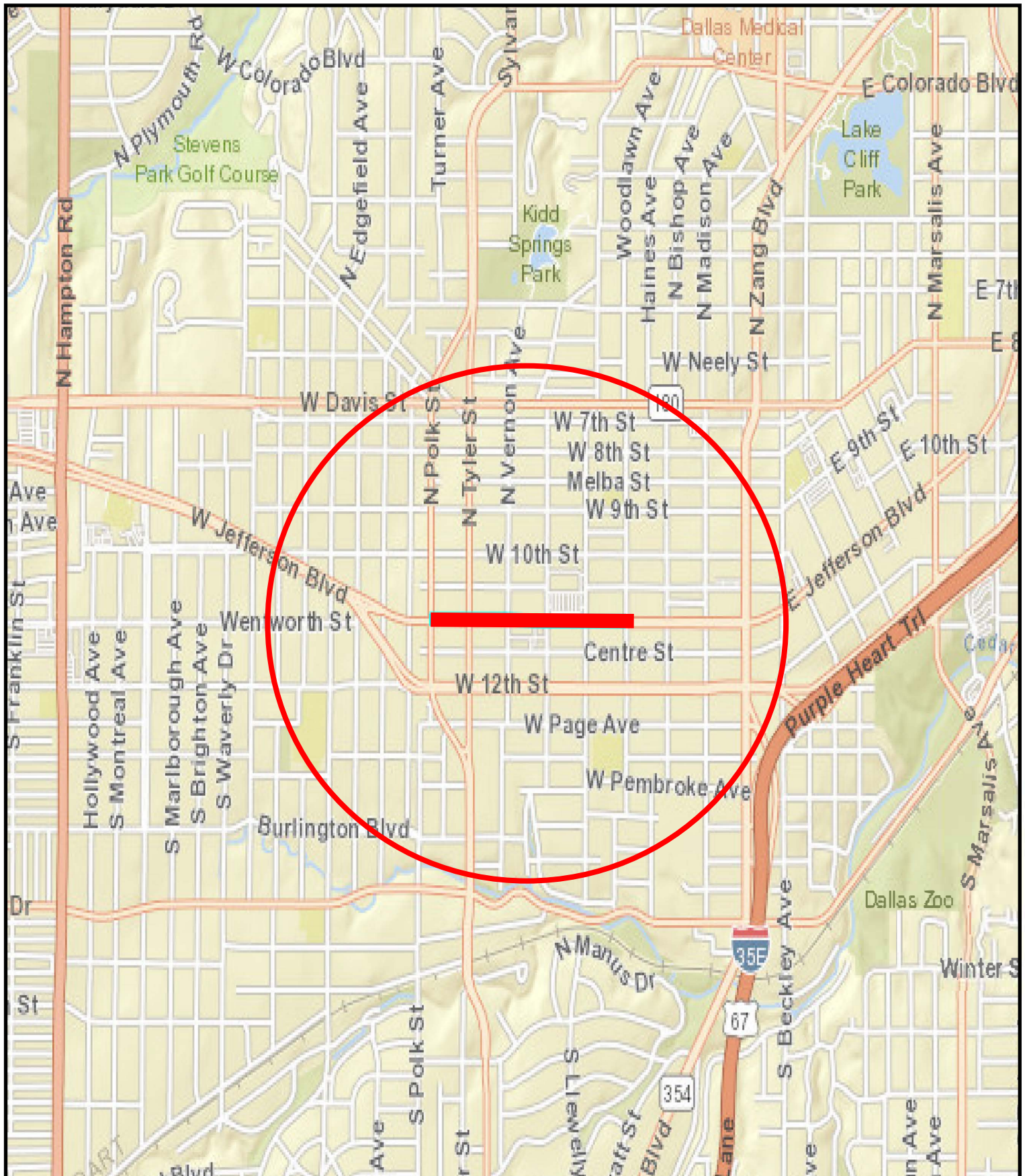
Jefferson Boulevard from  
Adams Avenue to Polk Street

1

Wright Street from  
South Oak Cliff Boulevard to Edgefield Avenue

1

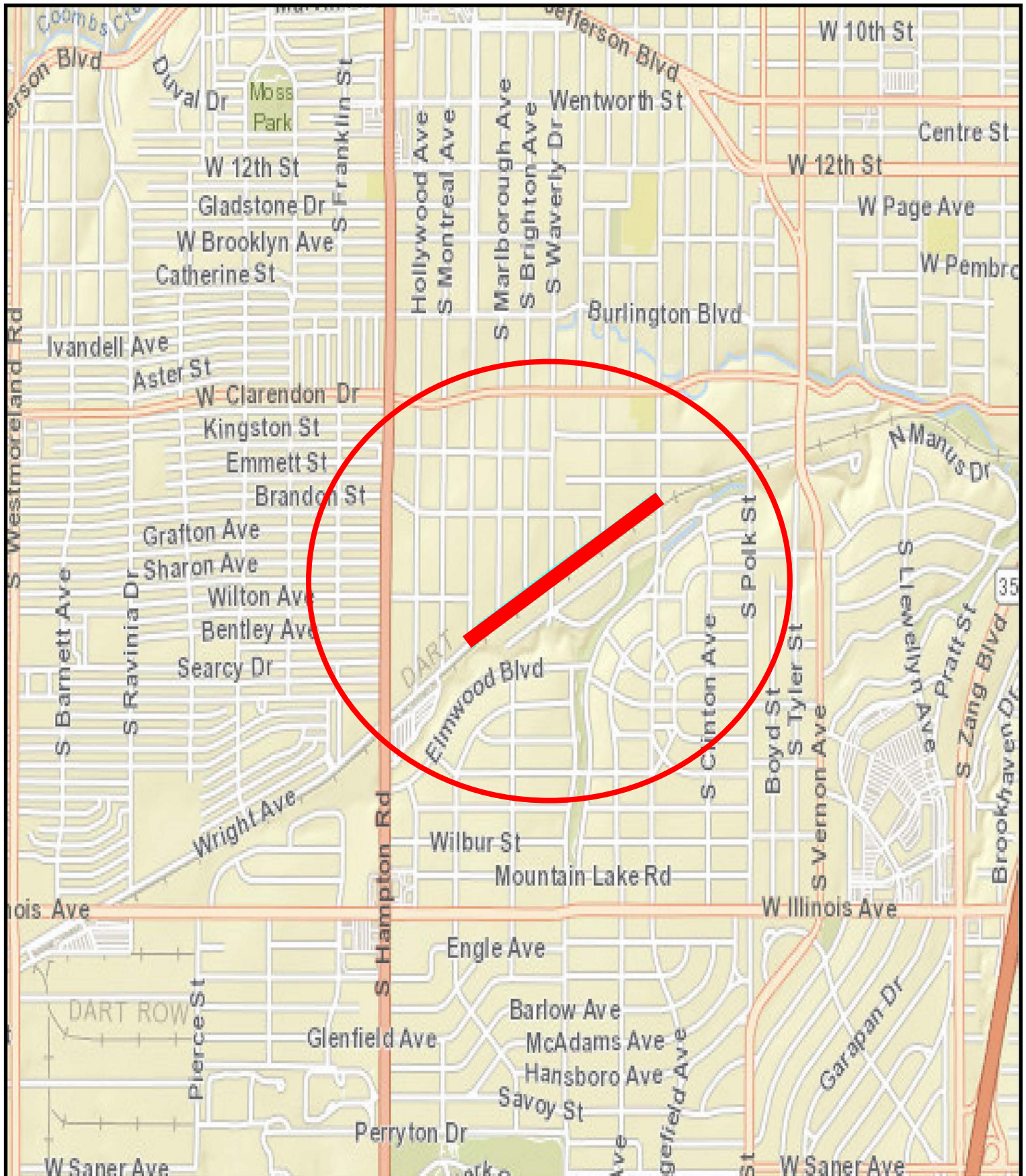
**PROJECT GROUP 17-1011**  
**JEFFERSON BOULEVARD FROM ADAMS AVENUE**  
**TO POLK STREET**



**COUNCIL DISTRICT 1**



**PROJECT GROUP 17-1011**  
**WRIGHT STREET FROM SOUTH OAK CLIFF BOULEVARD**  
**TO EDGEFIELD AVENUE**



**COUNCIL DISTRICT 1**

December 12, 2018

**WHEREAS**, Huitt-Zollars, Inc. was selected to provide engineering design for Streetscape/Urban Design and Sidewalk Improvements Group 17-1011.

**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 professional services contract with Huitt-Zollars, Inc., approved as to form by the City Attorney, for engineering design for Streetscape/Urban Design and Sidewalk Improvements for Project Group 17-1011, in an amount not to exceed \$146,575.85.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$146,575.85 in accordance with the terms and conditions of the contract:

Huitt-Zollars, Inc., for the Streetscape/Urban Design and Sidewalk Improvements Projects: Jefferson Boulevard from Adams Avenue to Polk Street and Wright Street from South Oak Cliff Boulevard to Edgefield Avenue:

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V988, Activity SSUD |              |
| Object 4111, Program PB17V988                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008343       |              |
| Vendor 090025                                       | \$100,717.02 |

|   |                     |
|---|---------------------|
| Street and Transportation (A) Fund                  |                     |
| Fund 1V22, Department PBW, Unit V154, Activity SIDI |                     |
| Object 4111, Program PB17V154                       |                     |
| Encumbrance/Contract No. CX-PBW-2019-00008343       |                     |
| Vendor 090025                                       | <u>\$ 45,858.83</u> |

|                            |              |
|----------------------------|--------------|
| Total amount not to exceed | \$146,575.85 |
|----------------------------|--------------|

**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 Information Sheet

**File #:** 18-1061

**Item #:** 19.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 1, 9

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Freese & Nichols, Inc. for the engineering design of Street Reconstruction Group 17-1020 (list attached to the Agenda Information Sheet) - Not to exceed \$382,301.23 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$339,984.23) and Water Utilities Capital Construction Funds (\$42,317.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Freese & Nichols, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Freese & Nichols, Inc. for the engineering design of two street reconstruction projects of local streets as Street Reconstruction Group 17-1020. The street reconstruction projects will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, possible replacement of the drainage system and water and wastewater improvements.

Following are the locations and design costs for each project:

### **Street Reconstruction - Local Streets - Improvements**

| <b><u>Project</u></b>   | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|---|--------------------------------|----------------------|
| Haines Avenue from West Colorado Boulevard<br>to West Greenbriar Lane | 1                              | \$213,433.24         |

Milhof Drive from Barnes Bridge Road  
to Plummer Drive

9

\$168,867.99

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | February 2019 |
| Complete Design       | February 2020 |
| Begin Construction    | April 2020    |
| Complete Construction | April 2021    |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Street and Transportation (A) Fund 2017 Bond Funds - \$339,984.23  
Water Utilities Capital Improvement Funds - \$42,317.00

Estimated Future Cost - Construction - \$3,169,677.42

| <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|--------------------------------|----------------------|
| 1                              | \$213,433.24         |
| 9                              | <u>\$168,867.99</u>  |
| Total                          | \$382,301.23         |

### **M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$382,301.23                            | Architectural & Engineering | 25.66%     | 29.57%  | \$113,045.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

### **OWNER**

**Freese & Nichols, Inc.**

Chris Bosco, P.E., Principal/Vice President

**MAPS**

Attached

## Street Reconstruction Group - 17-1020

### **Project**

### **Council District**

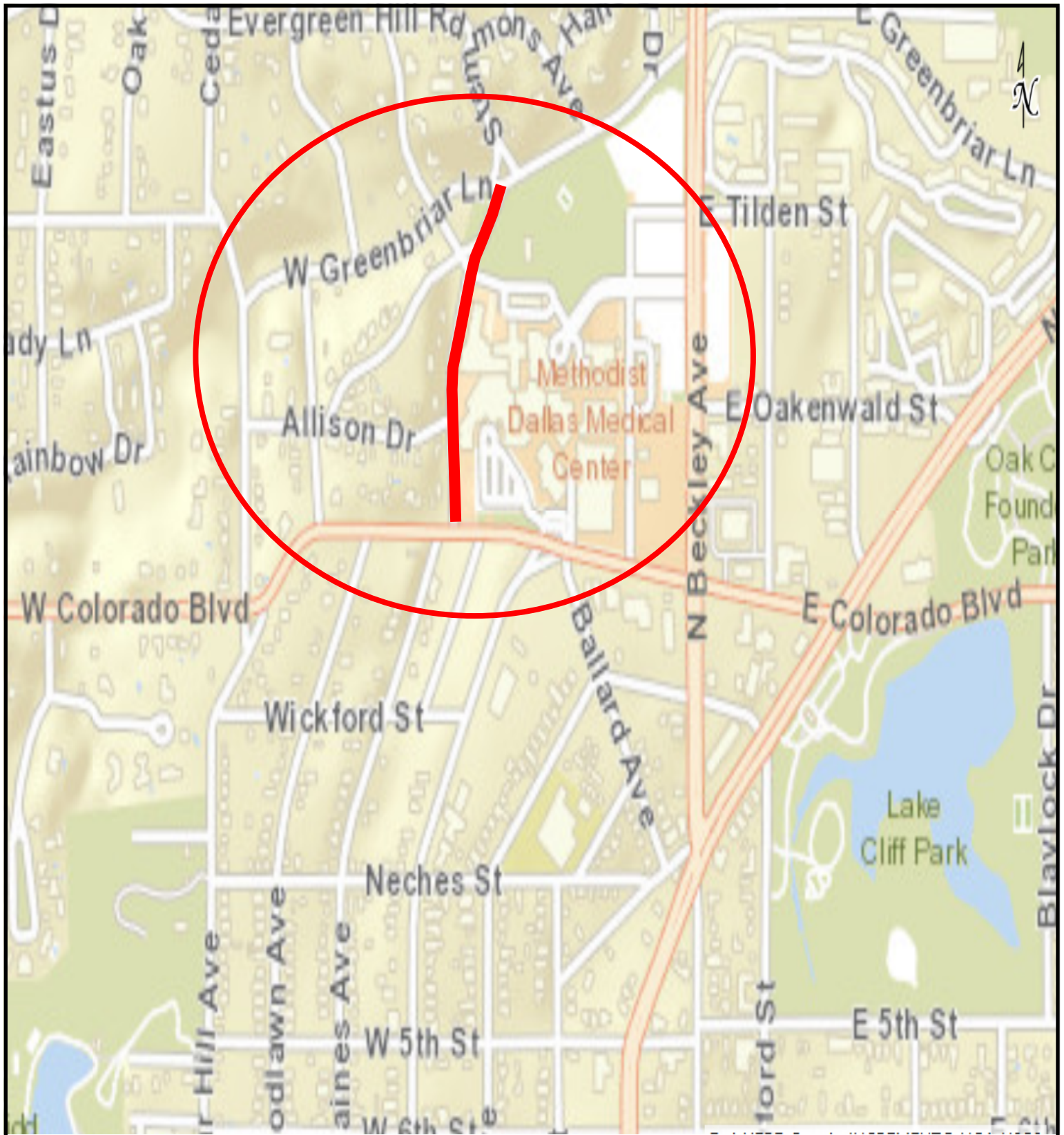
Haines Avenue from West Colorado Boulevard  
to West Greenbriar Lane

1

Milhof Drive from Barnes Bridge Road  
to Plummer Drive

9

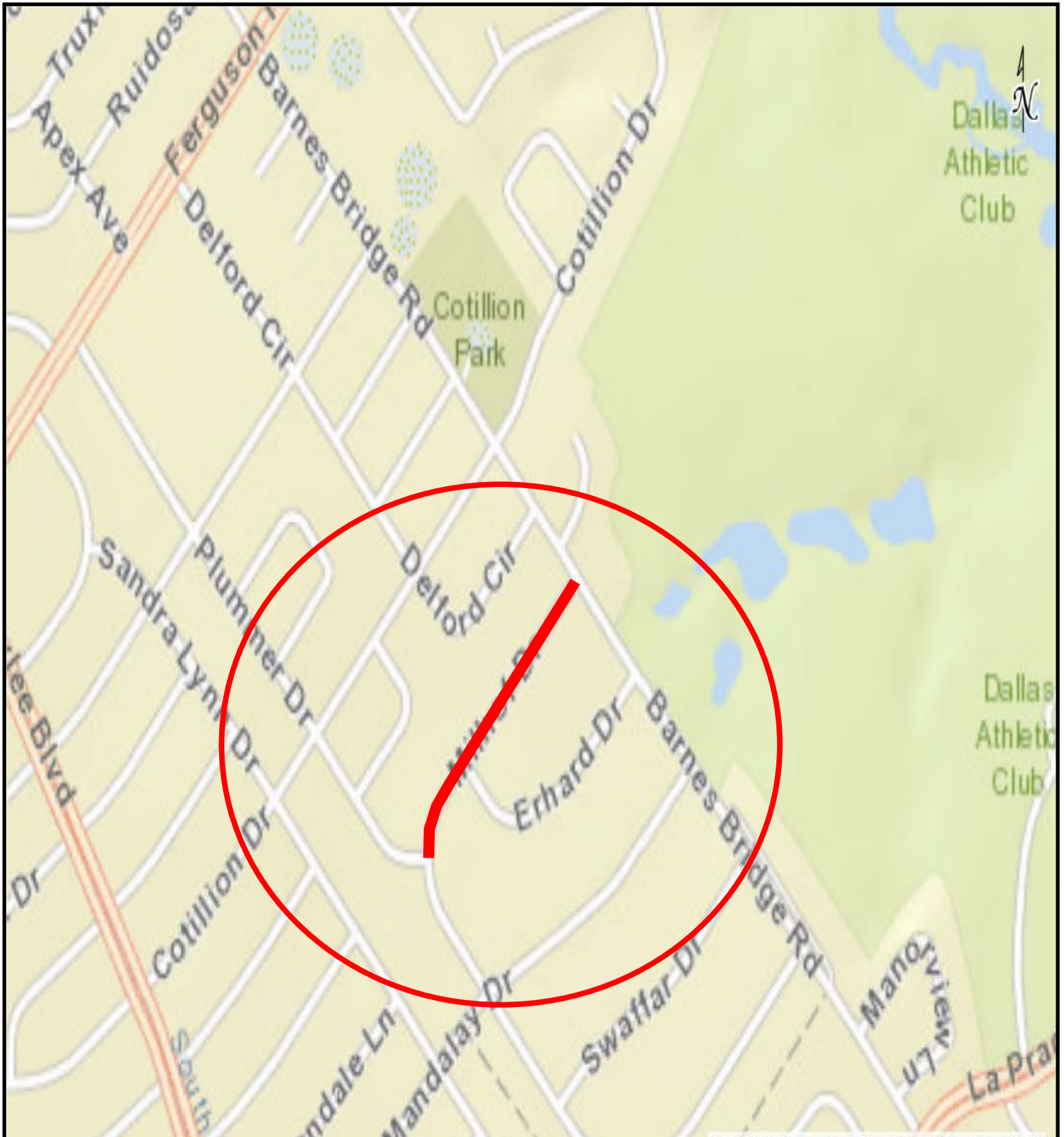
**STREET RECONSTRUCTION  
HAINES AVENUE FROM WEST COLORADO BOULEVARD  
TO WEST GREENBRIAR LANE**



**COUNCIL DISTRICT 1**



**STREET RECONSTRUCTION  
MILHOF DRIVE FROM BARNES BRIDGE ROAD TO PLUMMER DRIVE**



**COUNCIL DISTRICT 9**

December 12, 2018

**WHEREAS**, Freese and Nichols, Inc., was selected to provide engineering design for Street Reconstruction Group 17-1020.

**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 professional services contract with Freese and Nichols, Inc., approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$382,301.23.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$382,301.23 in accordance with the terms and conditions of the contract:

Freese and Nichols, Inc. for the engineering design of street reconstruction projects on local streets on: Haines Avenue from West Colorado Boulevard to West Greenbriar Lane and Milhof Drive from Barnes Bridge Road to Plummer Drive:

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V236, Activity SREC |              |
| Object 4111, Program PB17V236                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008549       |              |
| Vendor 347200                                       | \$202,141.77 |

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V267, Activity SREC |              |
| Object 4111, Program PB17V267                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008549       |              |
| Vendor 347200                                       | \$137,842.46 |

|   |             |
|---|-------------|
| Water Construction Fund                       |             |
| Fund 0102, Department DWU, Unit CW42          |             |
| Object 4111, Program 719129                   |             |
| Encumbrance/Contract No. CX-PBW-2019-00008549 |             |
| Vendor 347200                                 | \$21,715.30 |

|   |                    |
|---|--------------------|
| Wastewater Construction Fund                  |                    |
| Fund 0103, Department DWU, Unit CS42          |                    |
| Object 4111, Program 719130                   |                    |
| Encumbrance/Contract No. CX-PBW-2019-00008549 |                    |
| Vendor 347200                                 | <u>\$20,601.70</u> |

|                            |              |
|----------------------------|--------------|
| Total amount not to exceed | \$382,301.23 |
|----------------------------|--------------|

December 12, 2018

**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 Information Sheet

**File #:** 18-1229

**Item #:** 20.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 12

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Henry Nguyen Consulting, LLC, for the engineering design of Alley Reconstruction Group 17-1202 (list attached to the Agenda Information Sheet) - Not to exceed \$189,166.31 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Henry Nguyen Consulting, LLC, was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Henry Nguyen Consulting, LLC for the engineering design of seven alley reconstruction projects as Alley Reconstruction Group 17-1202. The alley reconstruction projects will include replacing the existing deteriorating concrete alleys with new reinforced concrete alley pavement and storm drainage improvements.

Following are the locations and design costs for each project:

### **Alley Reconstruction Improvements**

| <b><u>Project</u></b>  | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|--|--------------------------------|----------------------|
| Amador Avenue (18603-18707) and Villa Road (6505-6511)         | 12                             | \$37,577.05          |
| Bilbrook Lane (19003-19039)                                    | 12                             | \$28,454.99          |
| April Hill Lane (2703-2743) and Stevens Point Lane (2710-2750) | 12                             | \$24,033.58          |

|   |    |             |
|---|----|-------------|
| Firebrick Lane (4104-4124) and<br>Country Brook Drive (4103-4119) | 12 | \$14,640.91 |
| Timberglen Road (4202-4272) and<br>Lawngate Drive (4203-4231)     | 12 | \$19,714.95 |
| Harbor Town Drive (5501-5527) and<br>Tamaron Court (5506-5530)    | 12 | \$22,493.31 |
| Fieldstone Drive (6020-6040)                                      | 12 | \$42,251.52 |

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | January 2019  |
| Complete Design       | November 2019 |
| Begin Construction    | March 2020    |
| Complete Construction | April 2021    |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$189,166.31

Estimated Future Cost - Construction - \$1,461,164.76

### **M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$189,166.31                            | Architectural & Engineering | 25.66%     | 100.00% | \$175,255.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

### **OWNER**

**Henry Nguyen Consulting, LLC**

Henry Nguyen, P.E., Principal



**MAPS**

Attached

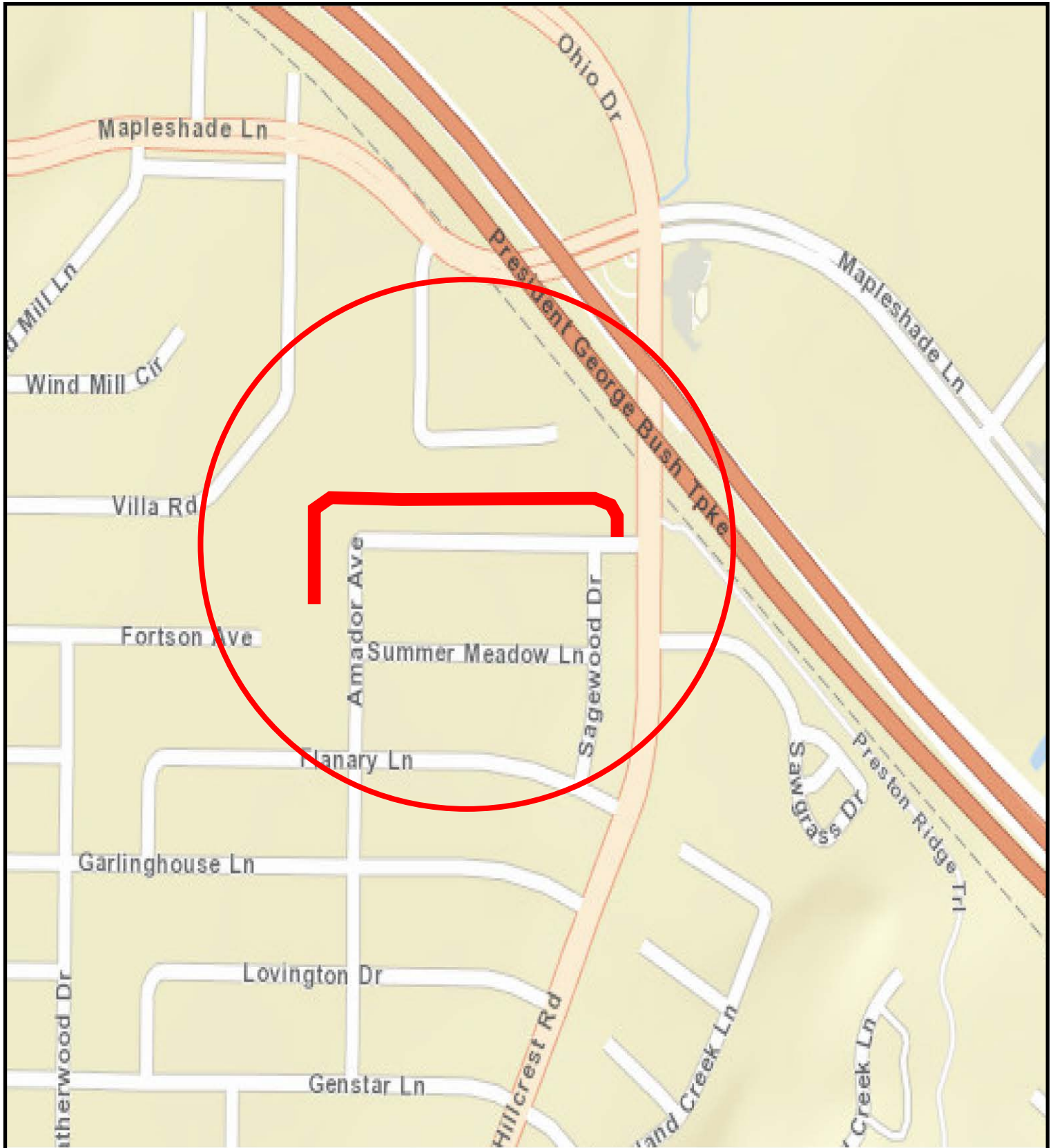
## **Alley Reconstruction Group 17-1202**

### **Alley Reconstruction Improvements**

| <b><u>Project</u></b>   | <b><u>Council District</u></b> |
|---|--------------------------------|
| Amador Avenue (18603-18707) and<br>Villa Road (6505-6511)         | 12                             |
| Bilbrook Lane (19003-19039)                                       | 12                             |
| April Hill Lane (2703-2743) and<br>Stevens Point Lane (2710-2750) | 12                             |
| Firebrick Lane (4104-4124) and<br>Country Brook Drive (4103-4119) | 12                             |
| Timberglen Road (4202-4272) and<br>Lawngate Drive (4203-4231)     | 12                             |
| Harbor Town Drive (5501-5527) and<br>Tamaron Court (5506-5530)    | 12                             |
| Fieldstone Drive (6020-6040)                                      | 12                             |

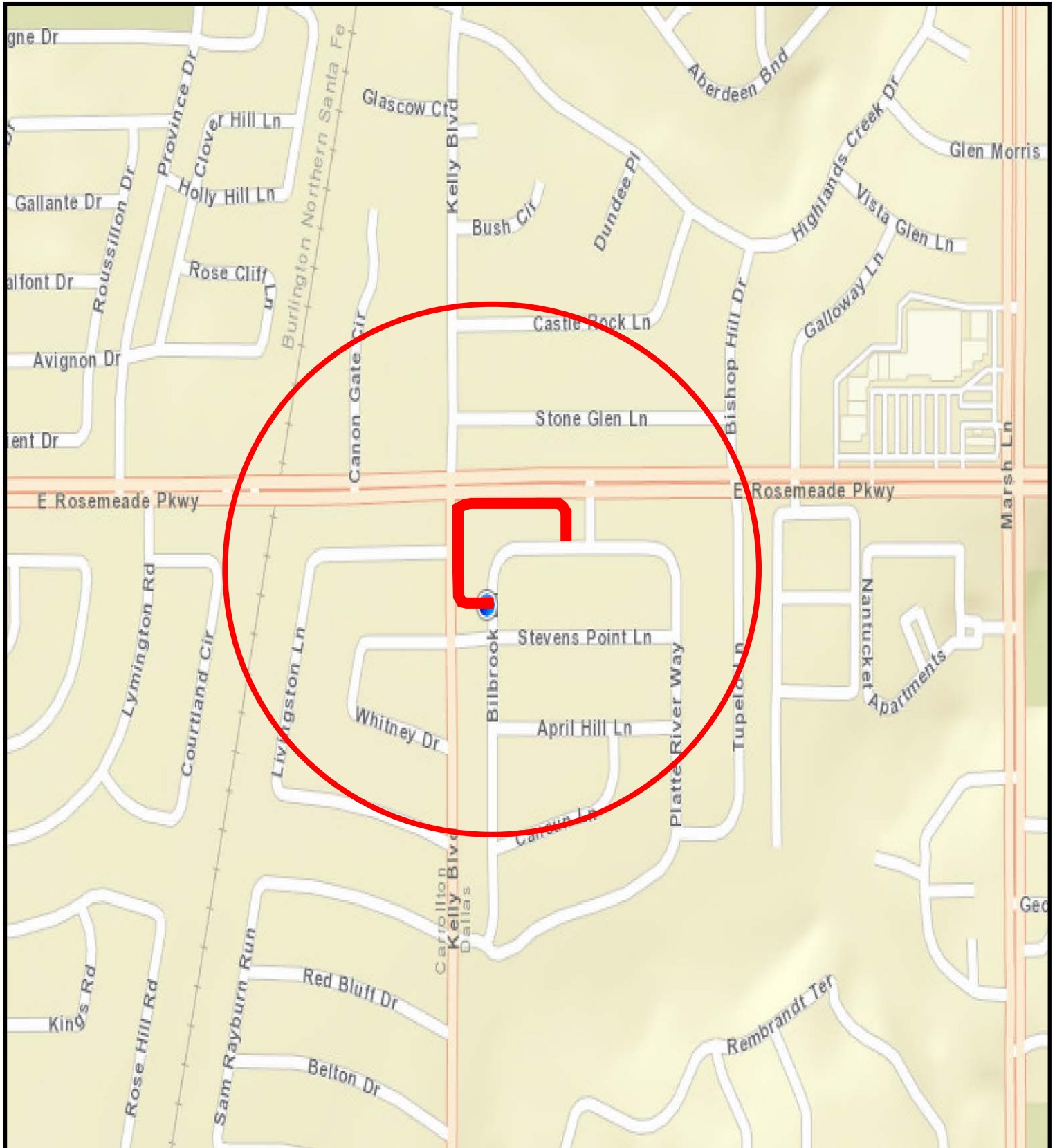
# ALLEY RECONSTRUCTION

18603-18707 AMADOR AVENUE & 6505-6511 VILLA ROAD



COUNCIL DISTRICT 12

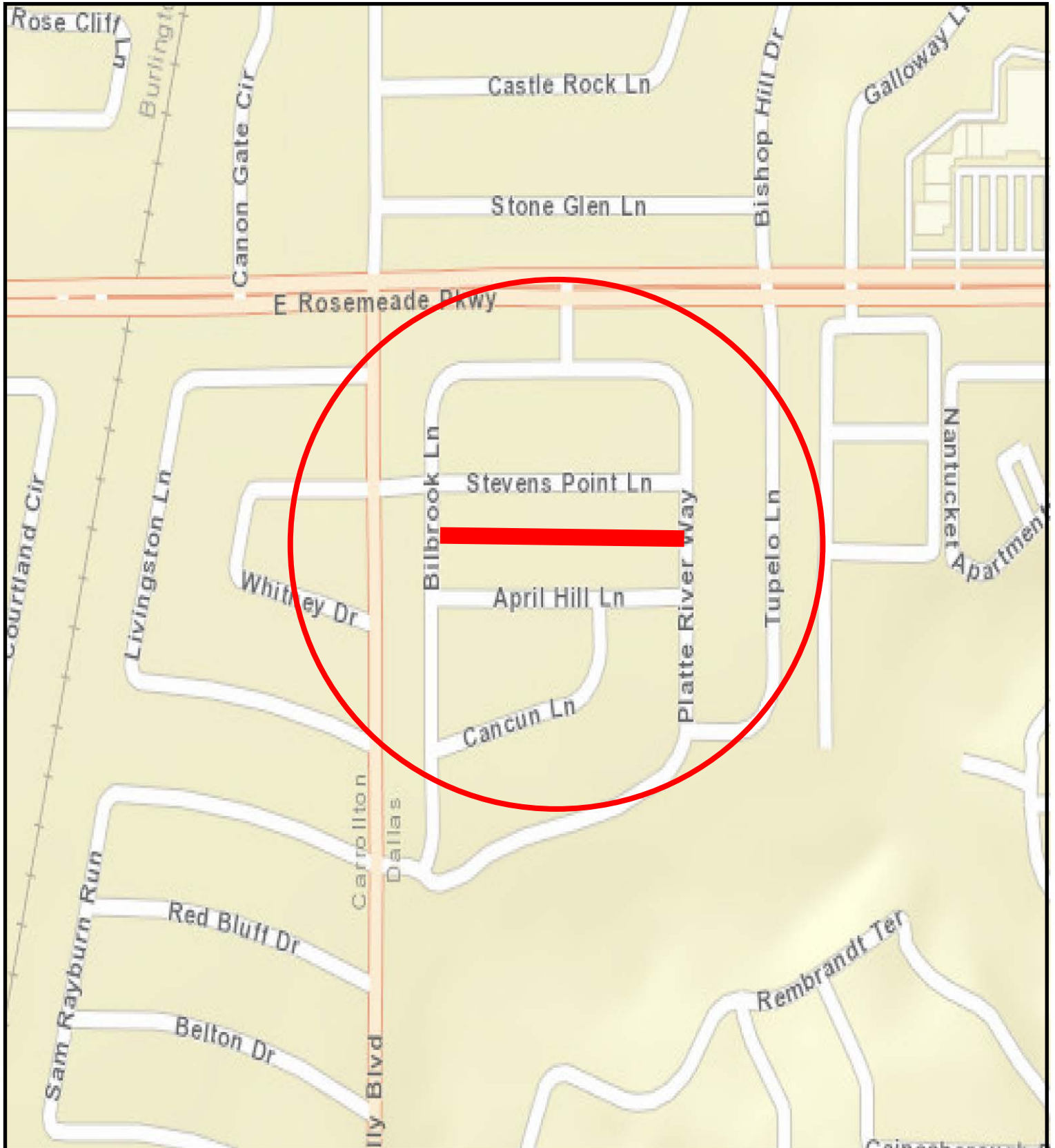
# ALLEY RECONSTRUCTION 19003-19039 BILBROOK LANE



**COUNCIL DISTRICT 12**

## ALLEY RECONSTRUCTION

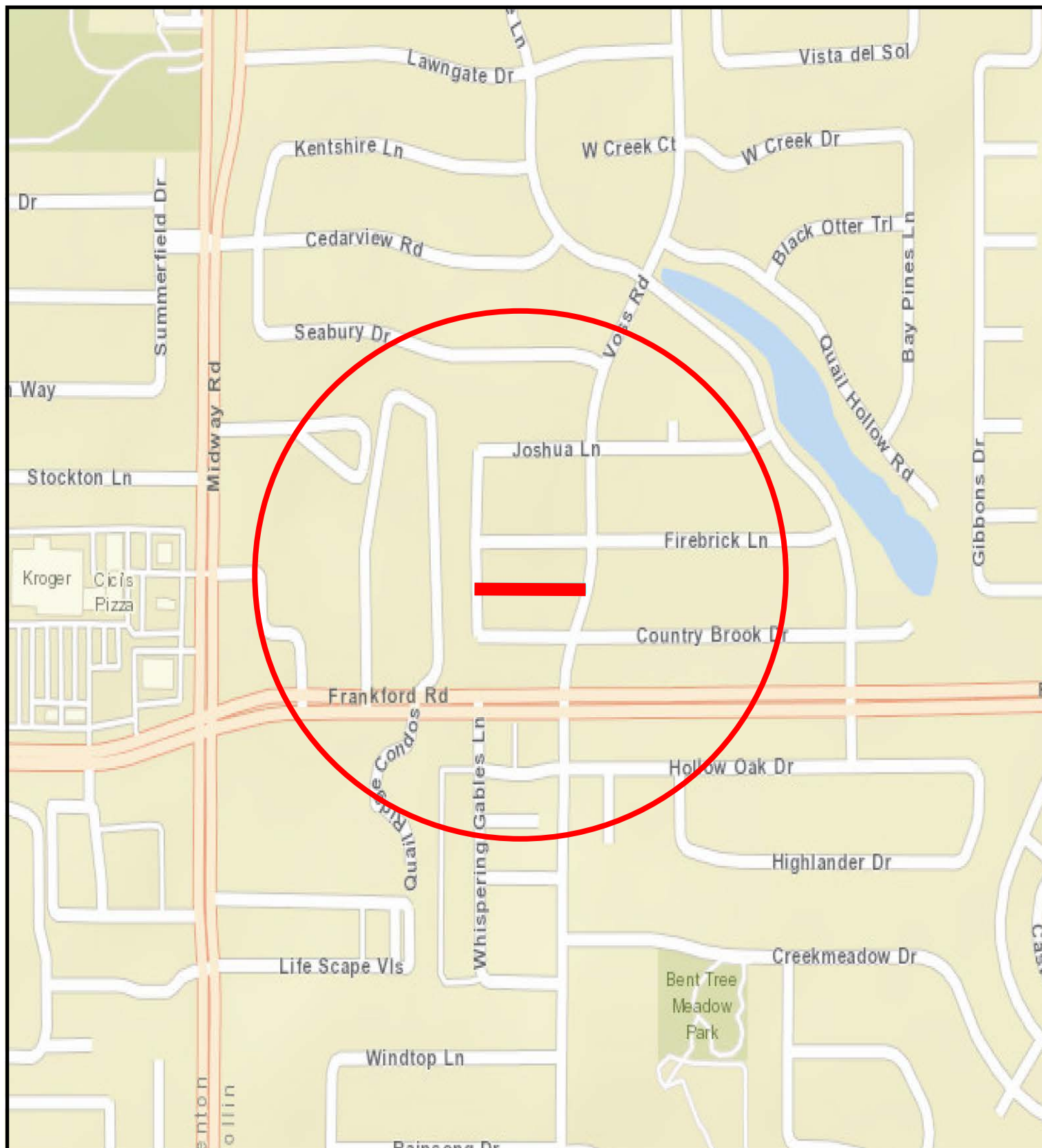
2703-2743 APRIL HILL LANE & 2710-2750 STEVENS POINT LANE



COUNCIL DISTRICT 12



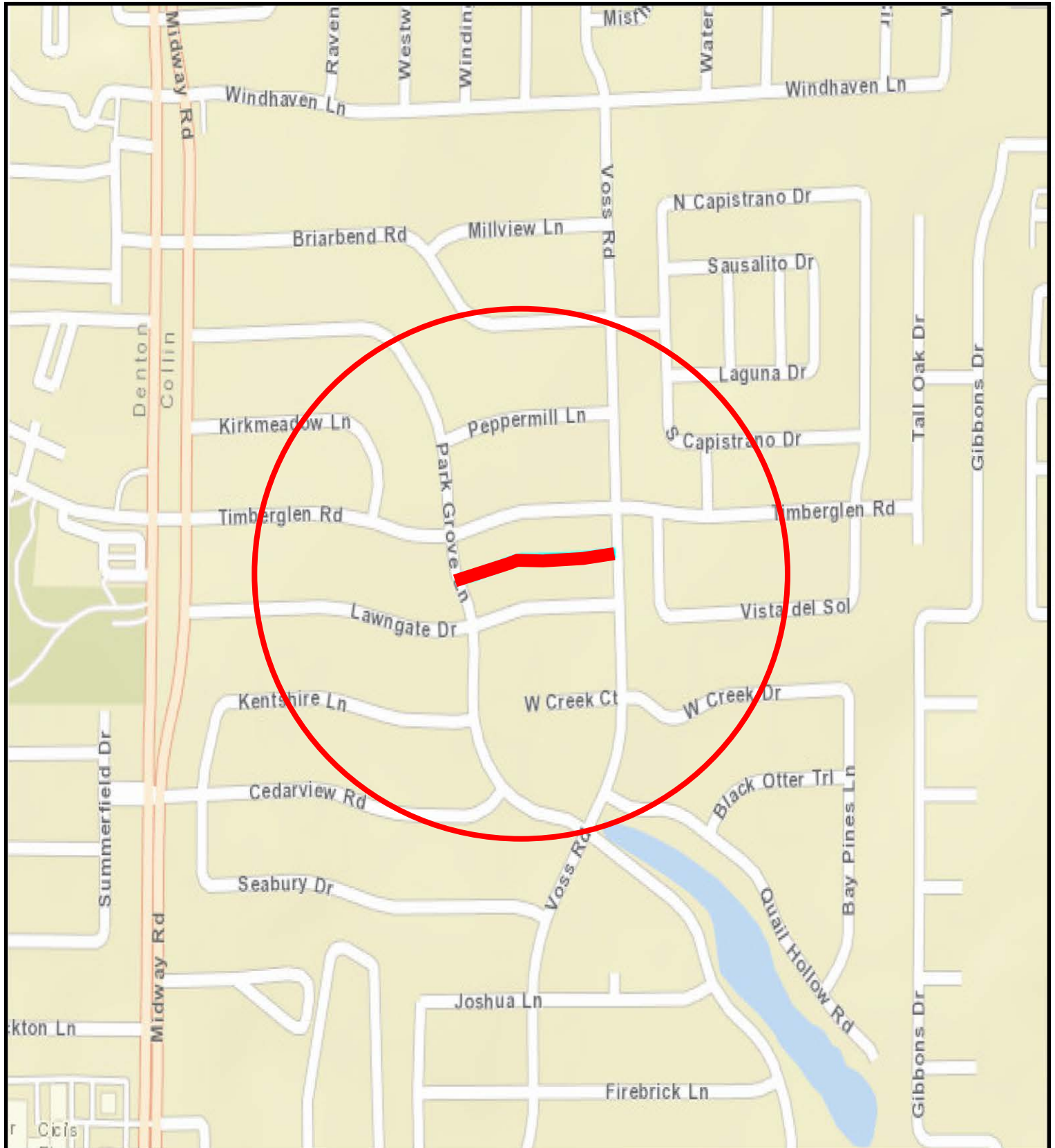
**ALLEY RECONSTRUCTION**  
**4104-4124 FIREBRICK LANE & 4103-4119 COUNTRY**  
**BROOK DRIVE**



**COUNCIL DISTRICT 12**

# ALLEY RECONSTRUCTION

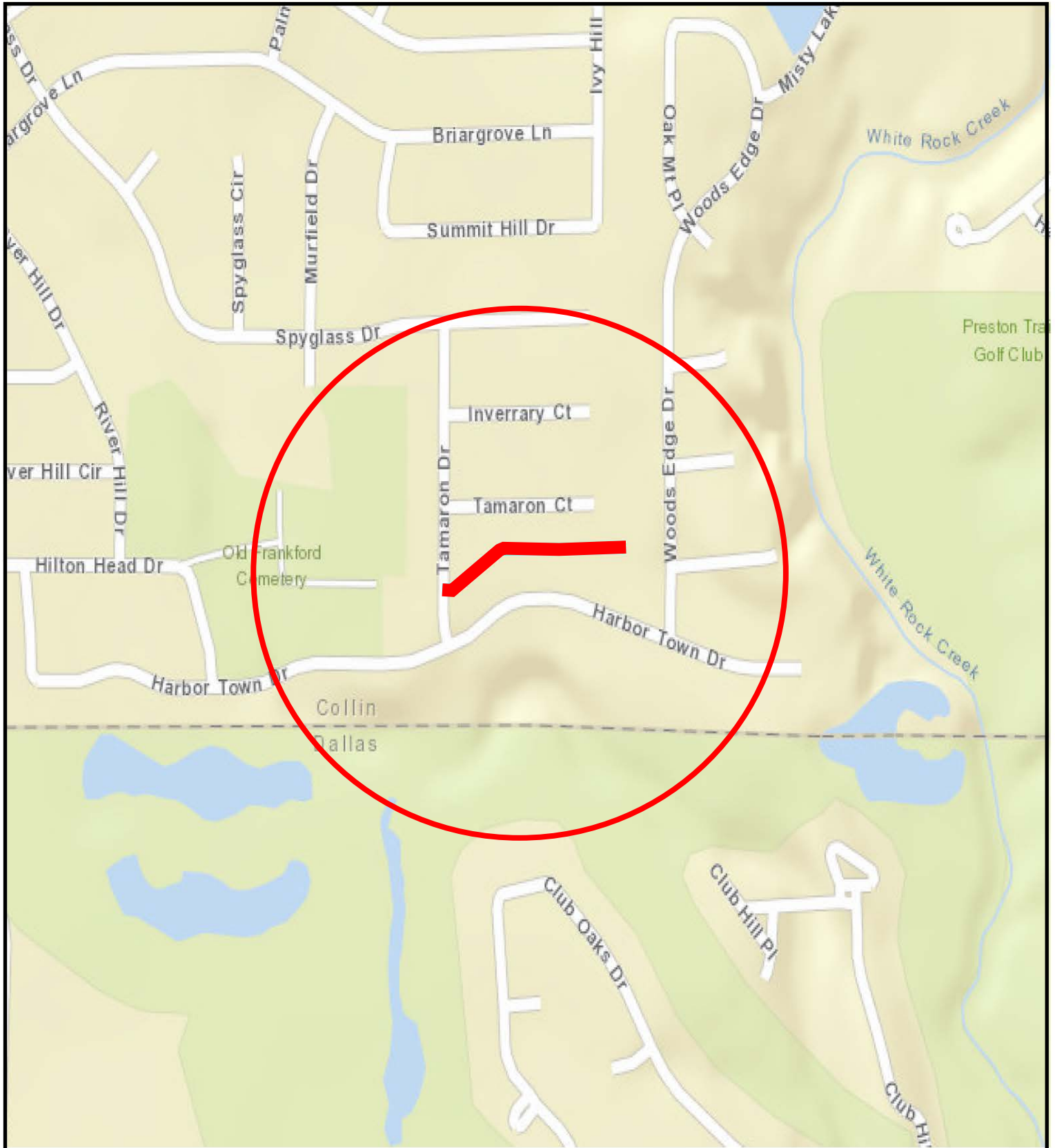
4202-4272 TIMBERGLEN ROAD & 4203-4231 LAWNGATE DRIVE



COUNCIL DISTRICT 12

# ALLEY RECONSTRUCTION

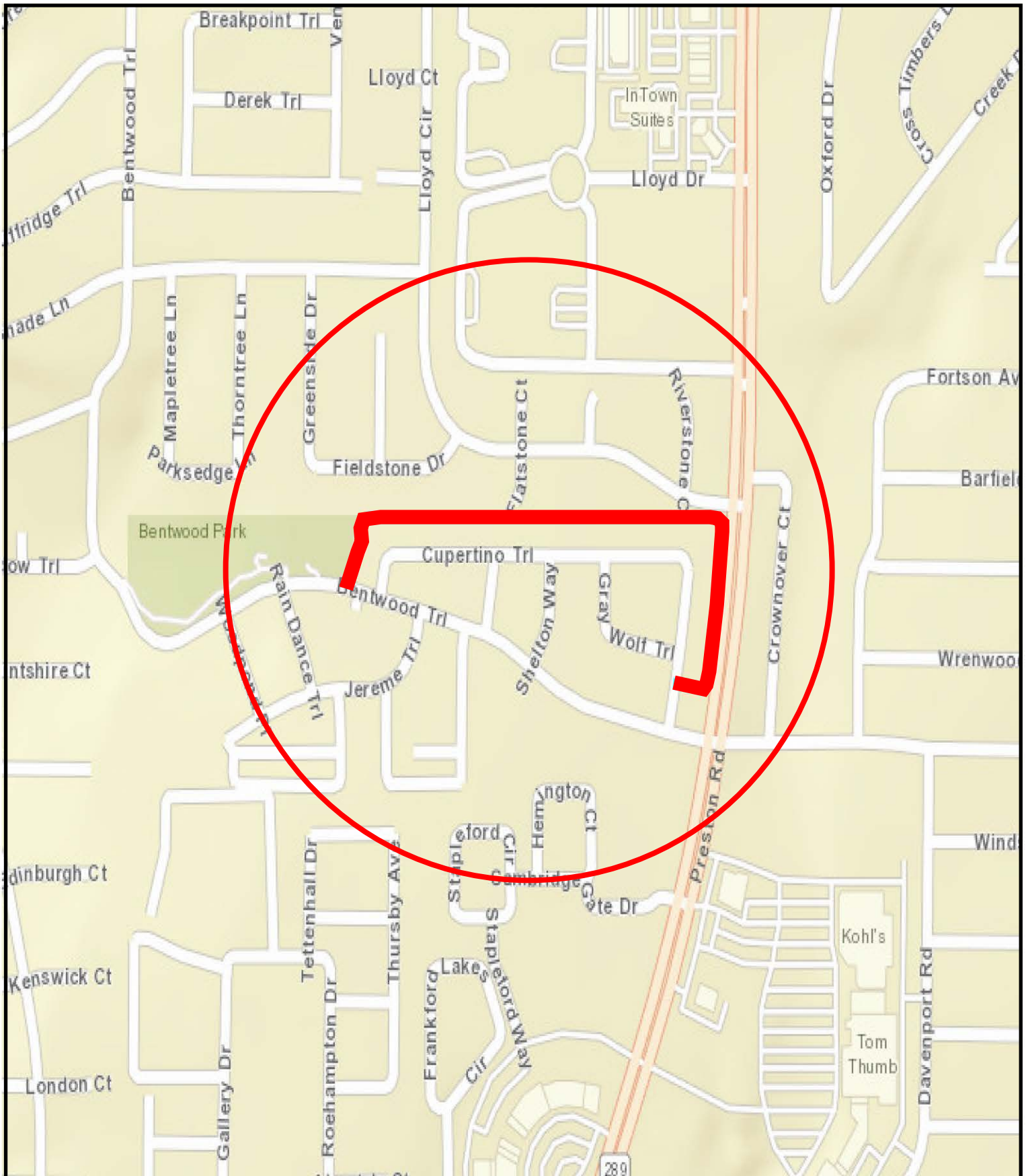
5501-5527 HARBOR TOWN DRIVE & 5506-5530 TAMARON COURT



COUNCIL DISTRICT 12



**ALLEY RECONSTRUCTION  
6020-6040 FIELDSTONE DRIVE**



**COUNCIL DISTRICT 12**

December 12, 2018

**WHEREAS**, Henry Nguyen Consulting, LLC was selected to provide engineering design for Alley Reconstruction Group 17-1202.

**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 professional services contract with Henry Nguyen Consulting, LLC, approved as to form by the City Attorney, for the engineering design for the indicated projects, in an amount not to exceed \$189,166.31.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$189,166.31 in accordance with the terms and conditions of the contract:

Henry Nguyen Consulting, LLC for the engineering design of alley reconstruction projects on alleys between: Amador Avenue (18603-18707) and Villa Road (6505-6511); Bilbrook Lane (19003-19039); April Hill Lane (2703-2743) and Stevens Point Lane (2710-2750); Firebrick Lane (4104-4124) and Country Brook Drive (4103-4119); Timberglenn Road (4202-4272) and Lawngate Drive (4203-4231); Harbor Town Drive (5501-5527) and Tamaron Court (5506-5530); and Fieldstone Drive (6020-6040):

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V095, Activity AREC |              |
| Object 4111, Program PB17V095                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008522       |              |
| Vendor 289307                                       | \$ 37,577.05 |

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V096, Activity AREC |              |
| Object 4111, Program PB17V096                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008522       |              |
| Vendor 289307                                       | \$ 28,454.99 |

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V097, Activity AREC |              |
| Object 4111, Program PB17V097                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008522       |              |
| Vendor 289307                                       | \$ 24,033.58 |

December 12, 2018

**SECTION 2.** (continued)

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V098, Activity AREC  
Object 4111, Program PB17V098  
Encumbrance/Contract No. CX-PBW-2019-00008522  
Vendor 289307 \$ 14,640.91

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V099, Activity AREC  
Object 4111, Program PB17V099  
Encumbrance/Contract No. CX-PBW-2019-00008522  
Vendor 289307 \$ 19,714.95

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V100, Activity AREC  
Object 4111, Program PB17V100  
Encumbrance/Contract No. CX-PBW-2019-00008522  
Vendor 289307 \$ 22,493.31

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V101, Activity AREC  
Object 4111, Program PB17V101  
Encumbrance/Contract No. CX-PBW-2019-00008522  
Vendor 289307 \$ 42,251.52

Total amount not to exceed \$189,166.31

**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 Information Sheet

**File #:** 18-1298

**Item #:** 21.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Lim & Associates, Inc. for the engineering design of Alley Reconstruction Group 17-4001 (list attached to the Agenda Information Sheet) - Not to exceed \$232,852.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$211,900.00) and Water Utilities Capital Construction Funds (\$20,952.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Lim & Associates, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Lim & Associates, Inc. for the engineering design of six alley reconstruction projects as Alley Reconstruction Group 17-4001. The alley reconstruction projects will include replacing the existing deteriorating concrete alleys with new reinforced concrete alley pavement, storm drainage, water and wastewater improvements.

Following are the locations and design costs for each project:

### **Alley Reconstruction Improvements**

| <b><u>Project</u></b>  | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|--|--------------------------------|----------------------|
| West Louisiana Avenue (127-231) and Conrad Street (118-228)    | 4                              | \$55,710.00          |
| Day Star Drive (1608-1620) and Hanging Cliff Drive (1603-1633) | 4                              | \$39,320.00          |

|   |   |             |
|---|---|-------------|
| Windchime Drive (1621-1631) and<br>Vatican Lane (1614-1626)   | 4 | \$ 9,133.00 |
| Vatican Lane (1708-1920) and<br>Windchime Drive (1705-1921)   | 4 | \$33,404.00 |
| Garapan Drive (2603-2931) and<br>Nicholson Drive (2502-2922)  | 4 | \$62,206.00 |
| Treeline Circle (3864-3872)and<br>Five Mile Court (1618-1626) | 4 | \$33,079.00 |

**ESTIMATED SCHEDULE OF PROJECT**

|                       |              |
|-----------------------|--------------|
| Begin Design          | January 2019 |
| Complete Design       | January 2020 |
| Begin Construction    | April 2020   |
| Complete Construction | May 2021     |

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$211,900.00  
Water Utilities Capital Construction Funds - \$20,952.00

Estimated Future Cost - Construction - \$1,693,024.78

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$232,852.00                            | Architectural & Engineering | 25.66%     | 100.00% | \$232,852.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

**OWNER**

**Lim & Associates, Inc.**

Siang W. "Daniel" Lim, P.E., Registered Professional Licensed Surveyor, Certified Floodplain Manager, Principal

**MAPS**

Attached

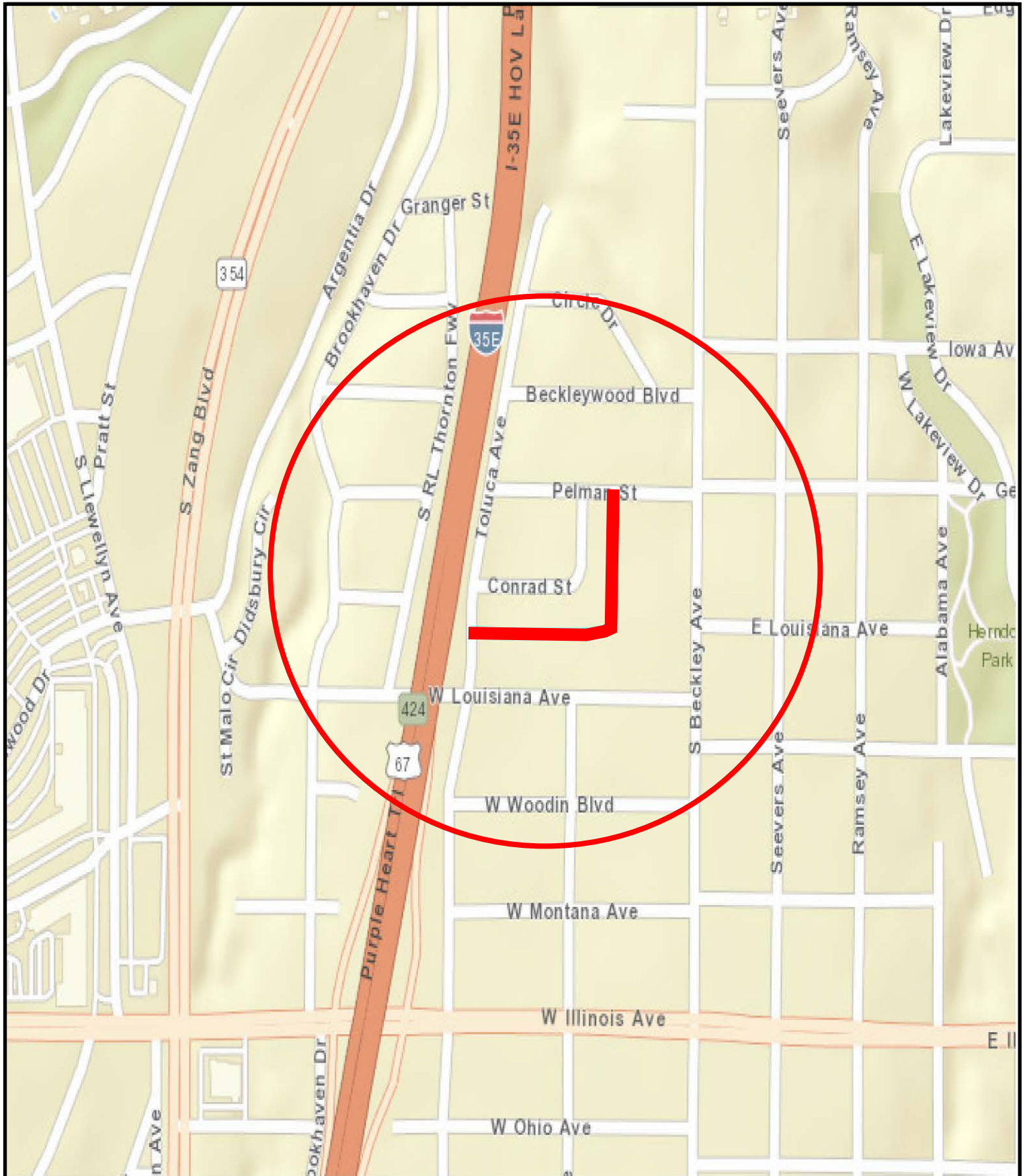
## **Alley Reconstruction Group 17-4001**

### **Alley Reconstruction Improvements**

| <b><u>Project</u></b>   | <b><u>Council District</u></b> |
|---|--------------------------------|
| West Louisiana Avenue (127-231) and<br>Conrad Street (118-228)    | 4                              |
| Day Star Drive (1608-1620) and<br>Hanging Cliff Drive (1603-1633) | 4                              |
| Windchime Drive (1621-1631) and<br>Vatican Lane (1614-1626)       | 4                              |
| Vatican Lane (1708-1920) and<br>Windchime Drive (1705-1921)       | 4                              |
| Garapan Drive (2603-2931) and<br>Nicholson Drive (2502-2922)      | 4                              |
| Treeline Circle (3864-3872) and<br>Five Mile Court (1618-1626)    | 4                              |

# ALLEY RECONSTRUCTION

127-231 WEST LOUISIANA AVENUE & 118-228 CONRAD STREET

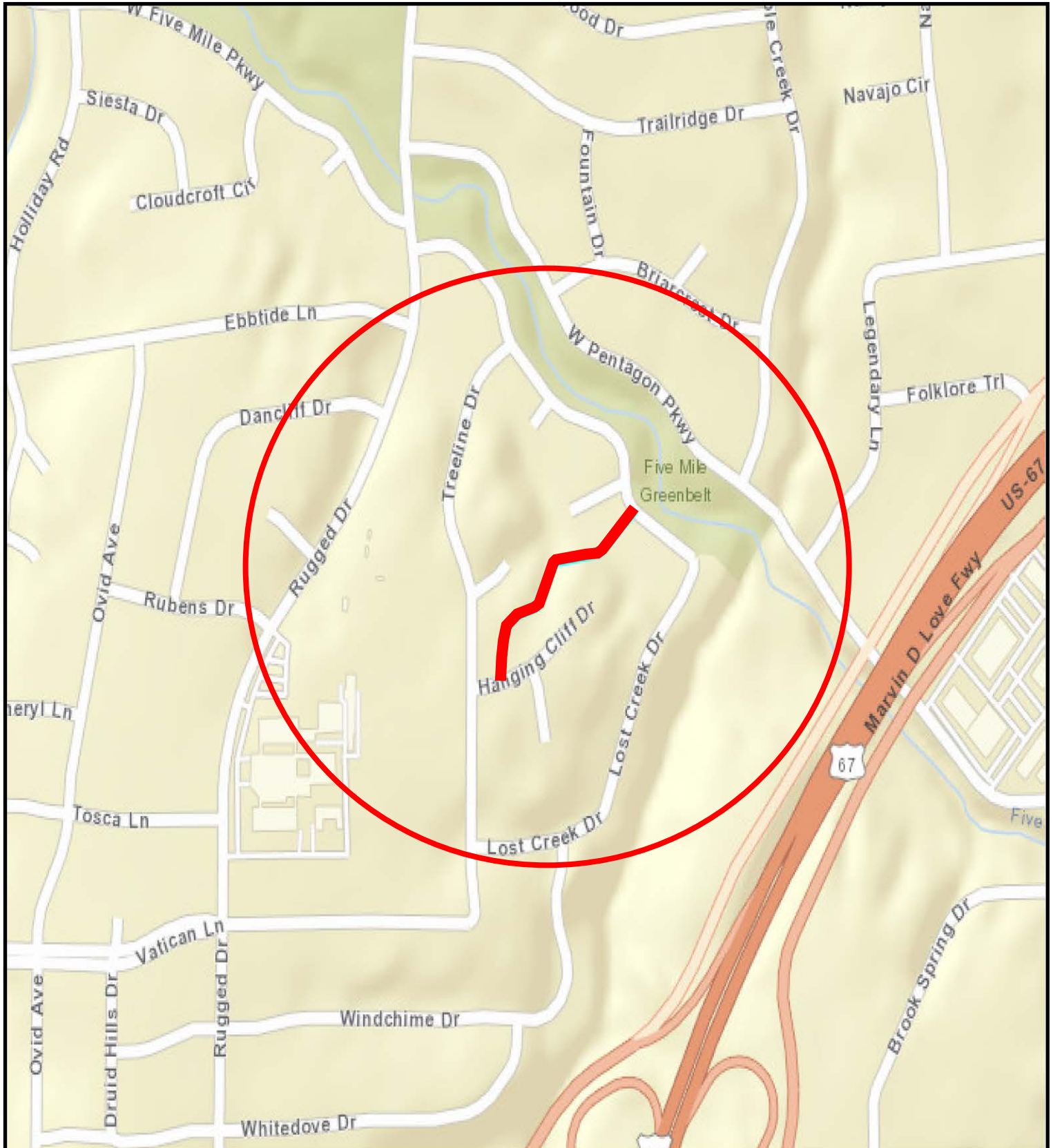


COUNCIL DISTRICT 4



# ALLEY RECONSTRUCTION

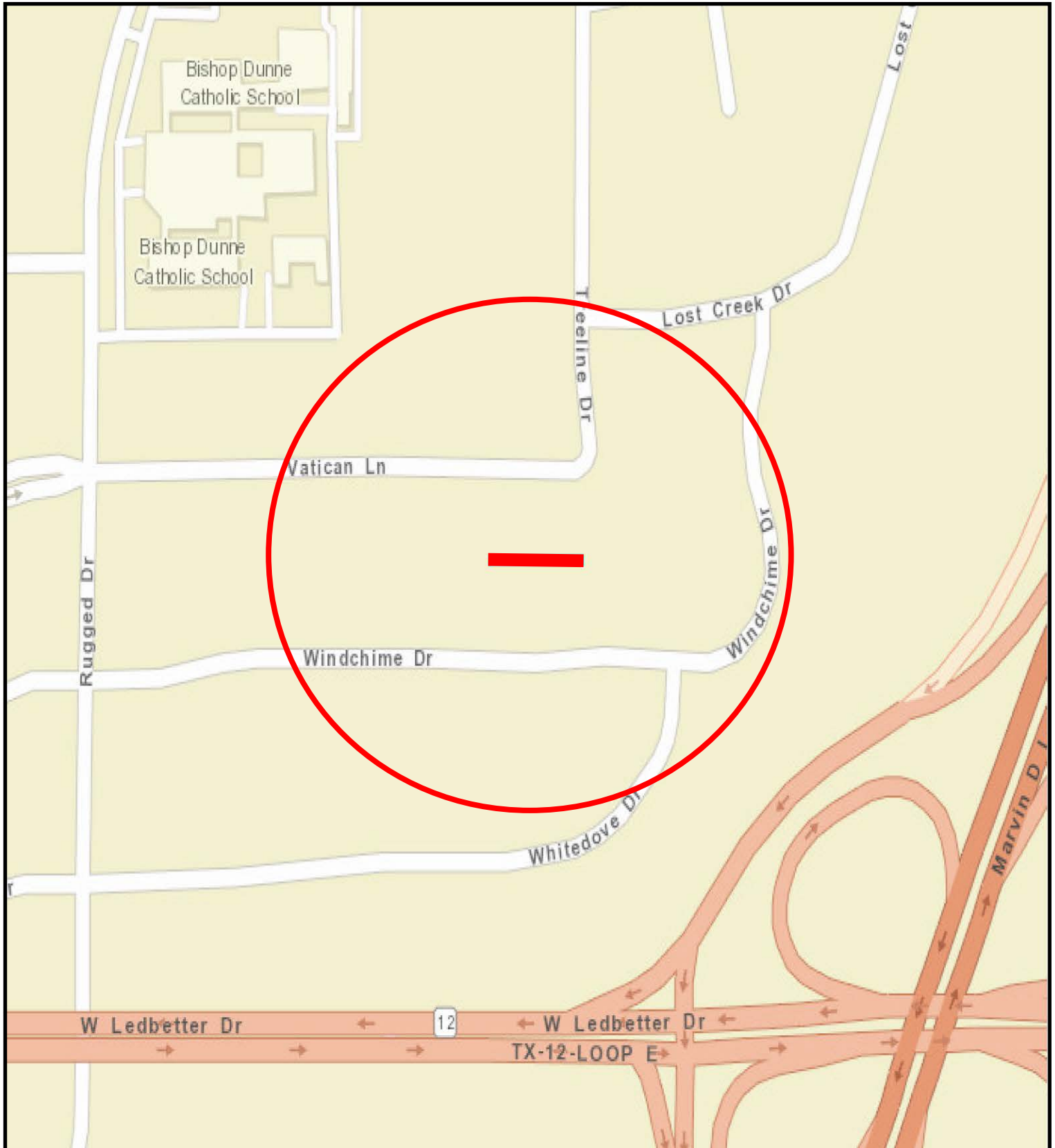
1608-1620 DAY STAR DRIVE & 1603-1633 HANGING CLIFF DRIVE



COUNCIL DISTRICT 4

# ALLEY RECONSTRUCTION

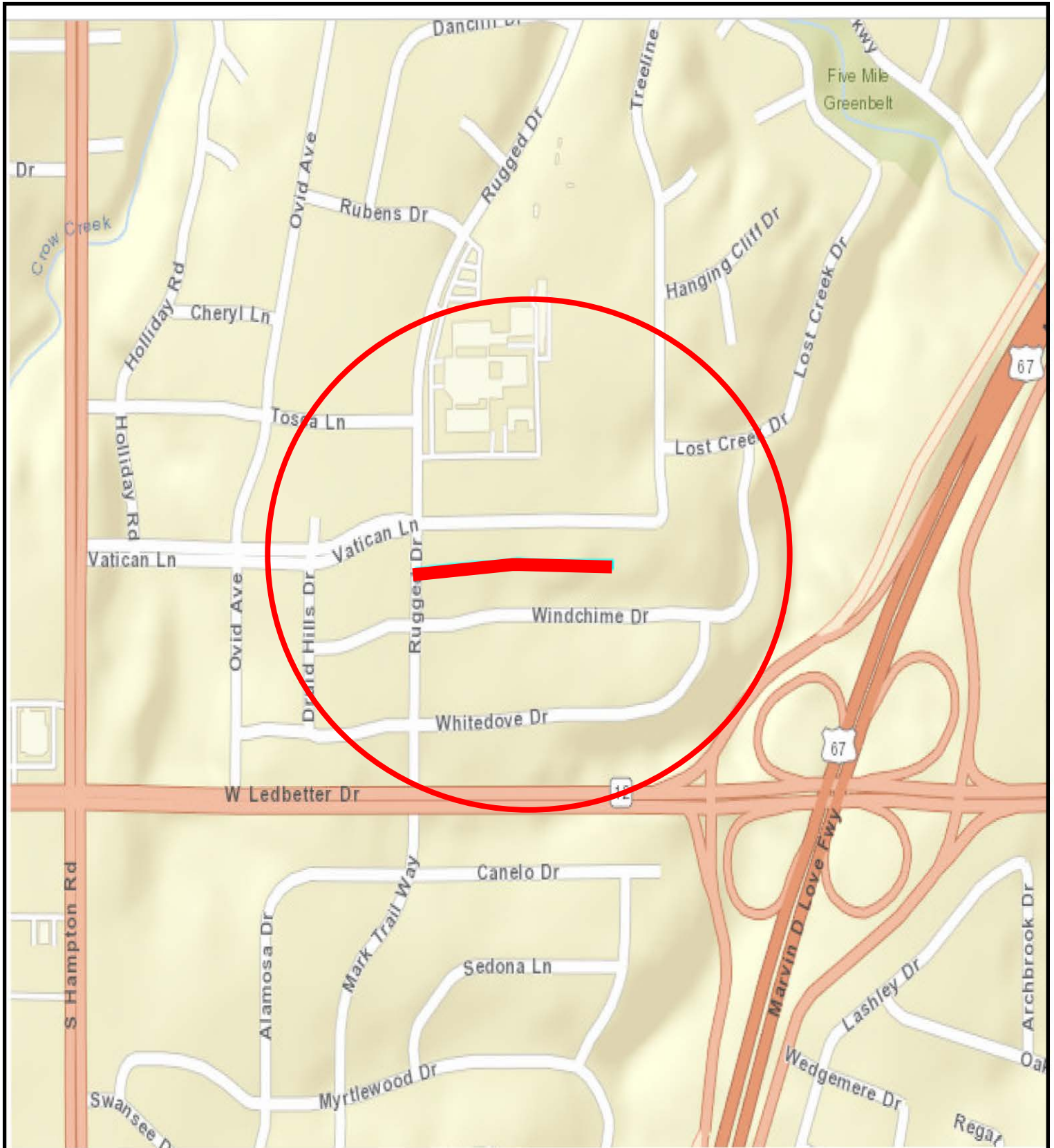
1621-1631 WINDCHIME DRIVE & 1614-1626 VATICAN LANE



COUNCIL DISTRICT 4

# ALLEY RECONSTRUCTION

1708-1920 VATICAN LANE & 1705-1921 WINDCHIME DRIVE

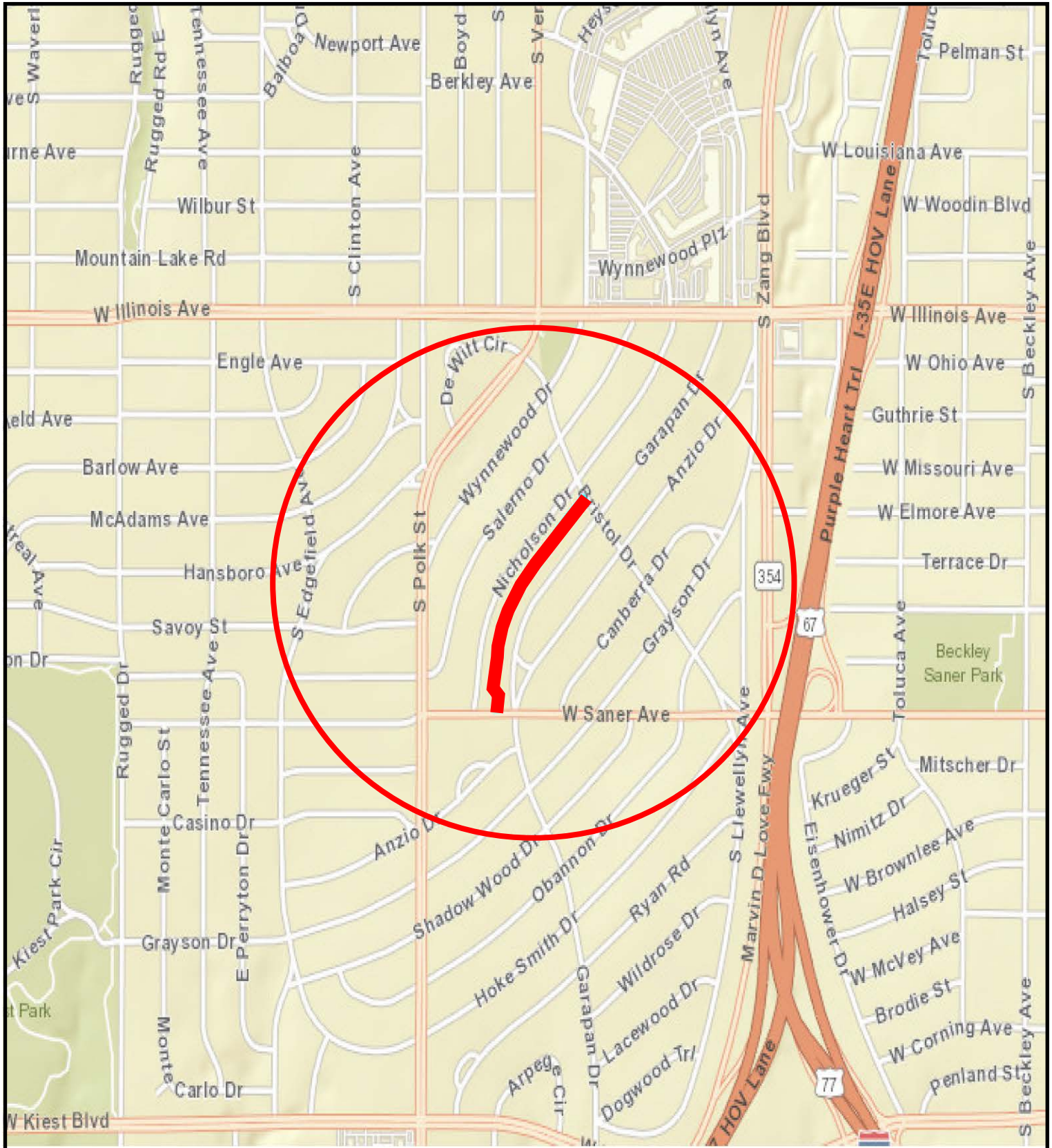


COUNCIL DISTRICT 4



# ALLEY RECONSTRUCTION

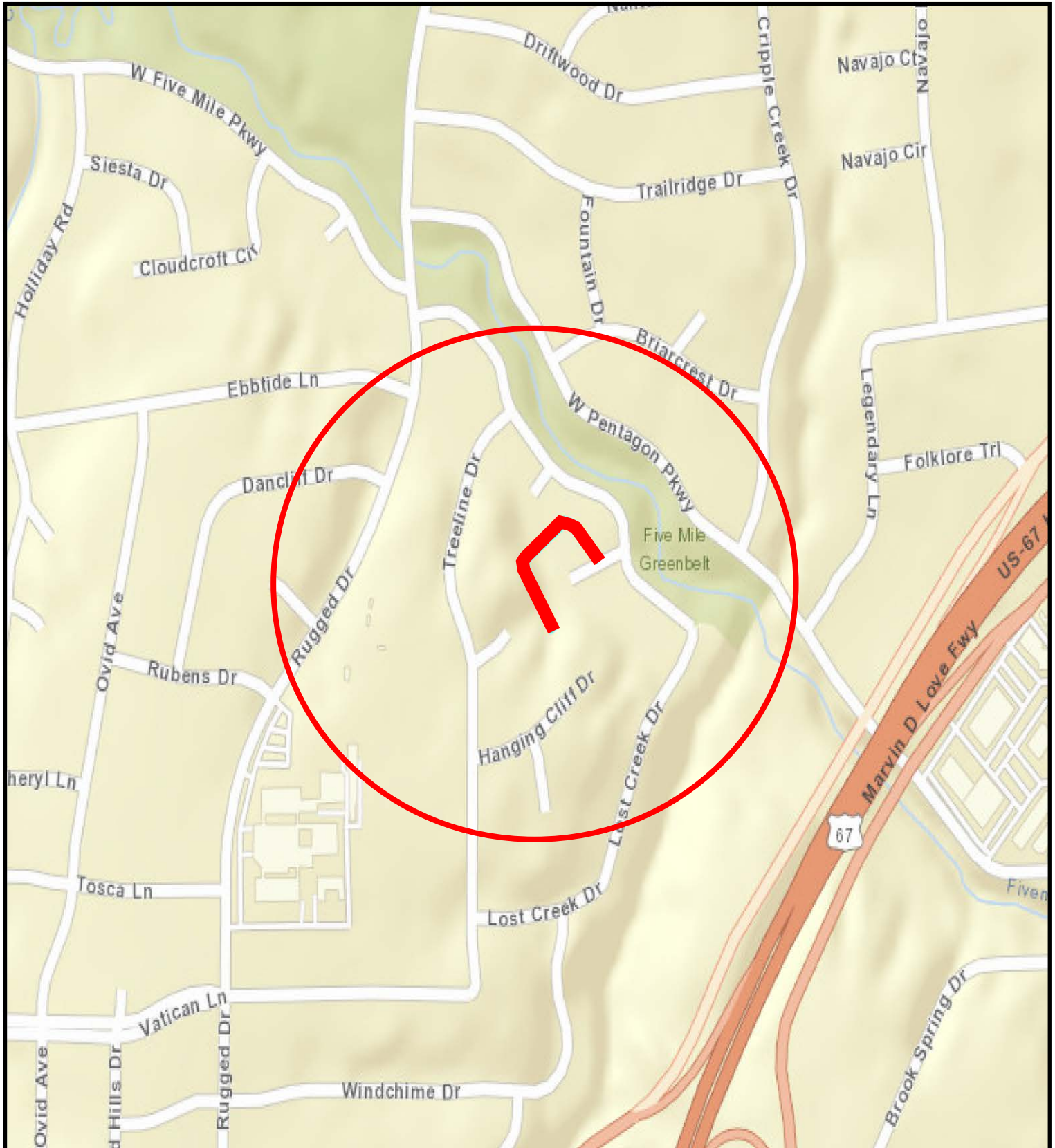
2603-2931 GARAPAN DRIVE & 2502-2922 NICHOLSON DRIVE



COUNCIL DISTRICT 4

# ALLEY RECONSTRUCTION

3864-3872 TREELINE CIRCLE & 1618-1626 FIVE MILE COURT



COUNCIL DISTRICT 4



December 12, 2018

**WHEREAS**, Lim & Associates, Inc. was selected to provide engineering design for Alley Reconstruction Group 17-4001.

**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 professional services contract with Lim & Associates, Inc., approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$232,852.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$232,852.00 in accordance with the terms and conditions of the contract:

Lim & Associates, Inc. for the engineering design of alley reconstruction projects on alleys between: West Louisiana Avenue (127-231) and Conrad Street (118-228); Day Star Drive (1608-1620) and Hanging Cliff Drive (1603-1633); Windchime Drive (1621-1631) and Vatican Lane (1614-1626); Vatican Lane (1708-1920) and Windchime Drive (1705-1921); Garapan Drive (2603-2931) and Nicholson Drive (2502-2922); and Treeline Circle (3864-3872) and Five Mile Court (1618-1626):

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V022, Activity AREC  
Object 4111, Program PB17V022  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 43,484.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V023, Activity AREC  
Object 4111, Program PB17V023  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 35,278.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V024, Activity AREC  
Object 4111, Program PB17V024  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 9,133.00

December 12, 2018

**SECTION 2.** (continued)

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V025, Activity AREC  
Object 4111, Program PB17V025  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 32,562.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V028, Activity AREC  
Object 4111, Program PB17V028  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 62,206.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V030, Activity AREC  
Object 4111, Program PB17V030  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 29,237.00

Water Construction Fund  
Fund 0102, Department DWU, Unit CW42,  
Object 4111, Program 719111  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 842.00

Wastewater Construction Fund  
Fund 0103, Department DWU, Unit CS42,  
Object 4111, Program 719112  
Encumbrance/Contract No. CX-PBW-2019-00008500  
Vendor 514273 \$ 20,110.00

Total amount not to exceed \$232,582.00

**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 Information Sheet

**File #:** 18-1092

**Item #:** 22.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 5

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize a professional services contract with Walter P. Moore and Associates, Inc. for the engineering design of Target Neighborhood Group 17-5001 (list attached to the Agenda Information Sheet) - Not to exceed \$639,023.53 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$565,613.10) and Water Utilities Capital Improvement Funds (\$73,410.43)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Walter P. Moore and Associates, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Walter P. Moore and Associates, Inc. for the engineering design of two street improvements as Target Neighborhood Group 17-5001. These target neighborhood improvements will include replacing the existing deteriorating street asphalt pavement with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, possible replacement of the drainage system, and water and wastewater improvements.

Following are the locations and design costs for each project:

### **Target Neighborhood Group 17-5001**

#### **Street Improvements**

| <b><u>Project</u></b>  | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|--|--------------------------------|----------------------|
| Rosemont Road from<br>South Buckner Boulevard<br>to Hillburn Drive | 5                              | \$166,017.54         |

Rosemont Road from Hillburn Drive  
to North Jim Miller Road

5

\$473,005.99

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | February 2019 |
| Complete Design       | February 2020 |
| Begin Construction    | April 2020    |
| Complete Construction | April 2022    |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$565,613.10  
Water Utilities Capital Improvement Funds - \$73,410.43

Estimated Future Cost - Construction - \$6,390,458.39

### **M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$639,023.53                            | Architectural & Engineering | 25.66%     | 25.91%  | \$165,579.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

### **OWNER**

**Walter P. Moore and Associates, Inc.**

Ernest L. Fields, P.E., Managing Director/Principal

### **MAPS**

Attached

## Target Neighborhood Group 17-5001

### **Project**

### **Council District**

#### **Street Improvements**

Rosemont Road from South Buckner Boulevard  
to Hillburn Drive

5

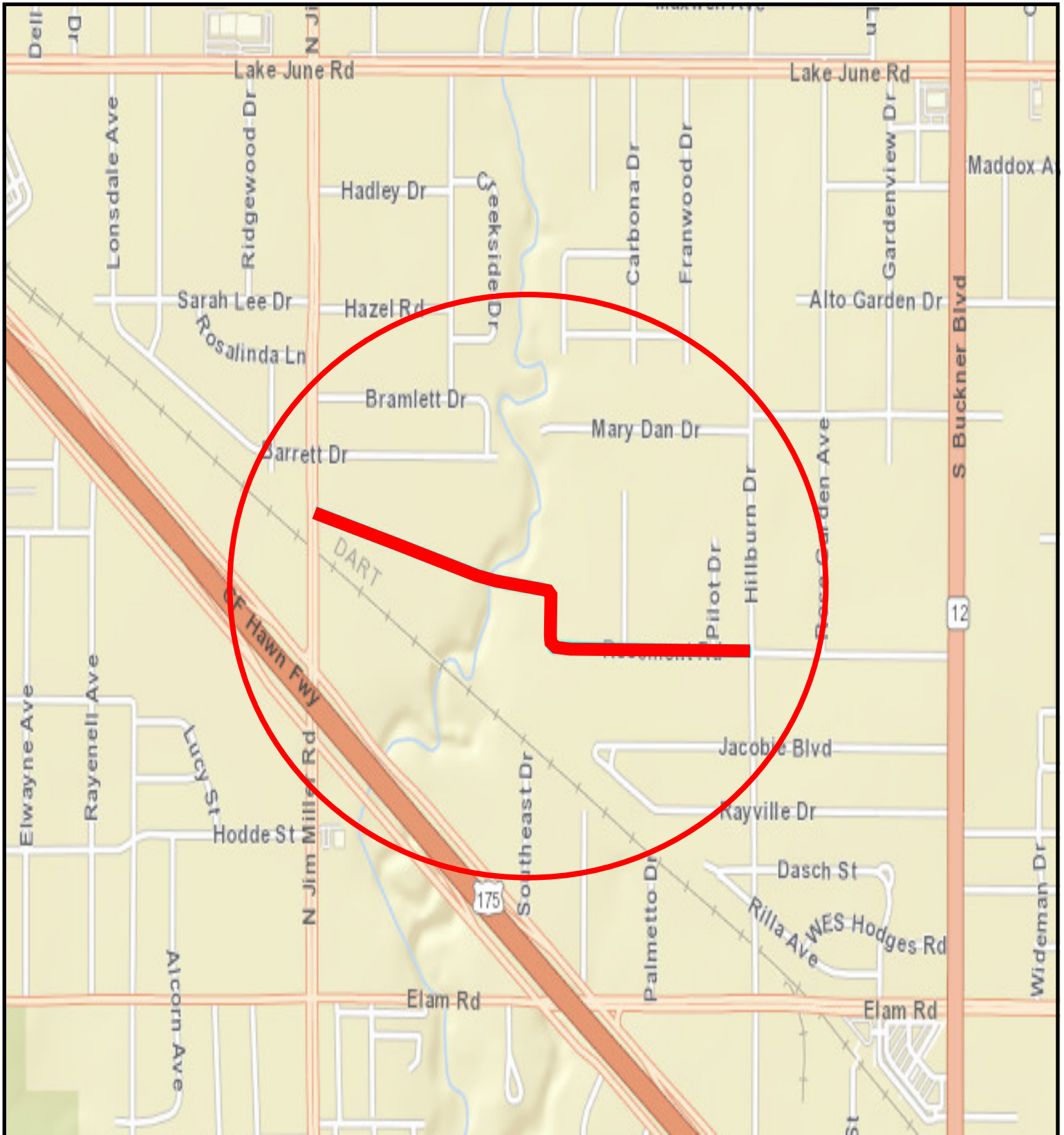
Rosemont Road from Hillburn Drive  
to North Jim Miller Road

5



## COUNCIL DISTRICT 5

**STREET RECONSTRUCTION  
ROSEMONT ROAD FROM HILLBURN DRIVE  
TO NORTH JIM MILLER ROAD**



**COUNCIL DISTRICT 5**

December 12, 2018

**WHEREAS**, Walter P. Moore and Associates, Inc. was selected to provide engineering design for Target Neighborhood Group 17-5001.

**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 professional services contract with Walter P. Moore and Associates, Inc., approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$639,023.53.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$639,023.53 in accordance with the terms and conditions of the contract:

Walter P. Moore and Associates, Inc. for the engineering design of Target Neighborhood Improvement Projects as follows: Street Improvements - Rosemont Road from South Buckner Boulevard to Hillburn Drive and Rosemont Road from Hillburn Drive to North Jim Miller Road:

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V996, Activity TGTN |              |
| Object 4111, Program PB17V996                       |              |
| Encumbrance/Contract No. CX-PBW-2018-00008102       |              |
| Vendor 501930                                       | \$159,386.90 |

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V997, Activity TGTN |              |
| Object 4111, Program PB17V997                       |              |
| Encumbrance/Contract No. CX-PBW-2018-00008102       |              |
| Vendor 501930                                       | \$406,226.20 |

|   |              |
|---|--------------|
| Water Capital Improvement Fund                |              |
| Fund 3115, Department DWU, Unit PW42          |              |
| Object 4111, Program 719125                   |              |
| Encumbrance/Contract No. CX-PBW-2018-00008102 |              |
| Vendor 501930                                 | \$ 34,126.72 |

|   |                     |
|---|---------------------|
| Wastewater Capital Improvement Fund           |                     |
| Fund 2116, Department DWU, Unit PS42          |                     |
| Object 4111, Program 719126                   |                     |
| Encumbrance/Contract No. CX-PBW-2018-00008102 |                     |
| Vendor 501930                                 | <u>\$ 39,283.71</u> |

|                            |              |
|----------------------------|--------------|
| Total amount not to exceed | \$639,023.53 |
|----------------------------|--------------|

December 12, 2018

**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 Information Sheet

**File #:** 18-1223

**Item #:** 23.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 8

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with WSP USA, Inc. for the engineering design of Street Reconstruction Group 17-8005 (list attached to the Agenda Information Sheet) - Not to exceed \$181,176.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$142,301.00) and Water Utilities Capital Construction Funds (\$38,875.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, WSP USA, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with WSP USA, Inc. for the engineering design of two street reconstruction projects of local streets as Street Reconstruction Group 17-8005. The street reconstruction projects will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, possible replacement of the drainage system, and water and wastewater improvements.

Following are the locations and design costs for each project:

### **Street Reconstruction - Local Streets - Improvements**

| <b><u>Project</u></b>   | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|---|--------------------------------|----------------------|
| Arborcrest Drive from Bluewood Drive<br>to Partridge Drive      | 8                              | \$124,750.00         |
| Woodwick Drive from West Camp Wisdom Road<br>to Clearwood Drive | 8                              | \$ 56,426.00         |



**ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | February 2019 |
| Complete Design       | February 2020 |
| Begin Construction    | April 2020    |
| Complete Construction | April 2021    |

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$142,301.00  
Water Utilities Capital Construction Funds - \$38,875.00

Estimated Future Cost - Construction - \$1,584,128.02

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$181,176.00                            | Architectural & Engineering | 25.66%     | 65.27%  | \$118,247.00 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

**OWNER**

**WSP USA, Inc.**

Robert M. Brown, Area Manager

**MAPS**

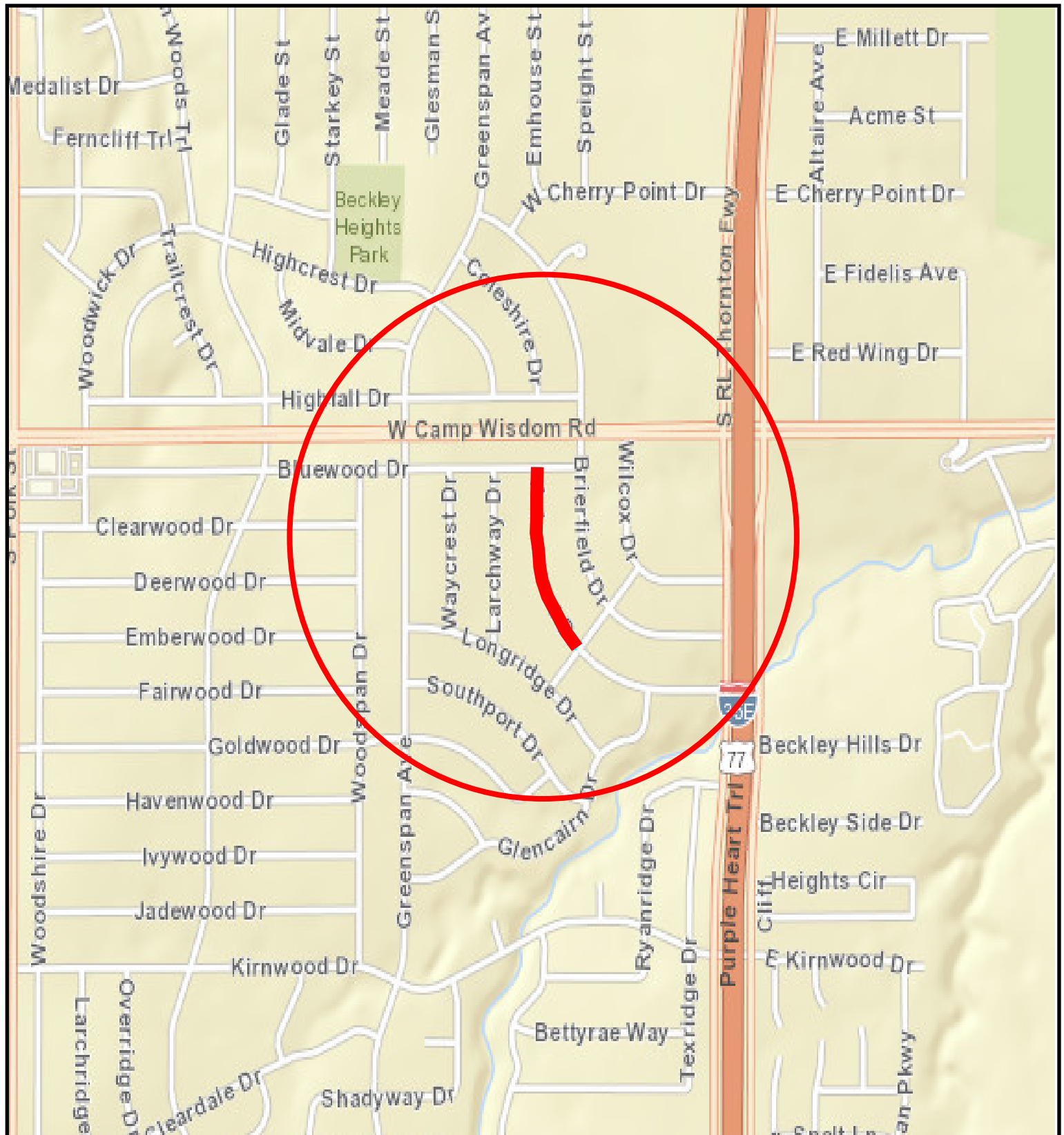
Attached

## Street Reconstruction Group 17-8005

### Street Reconstruction - Local Streets – Improvements

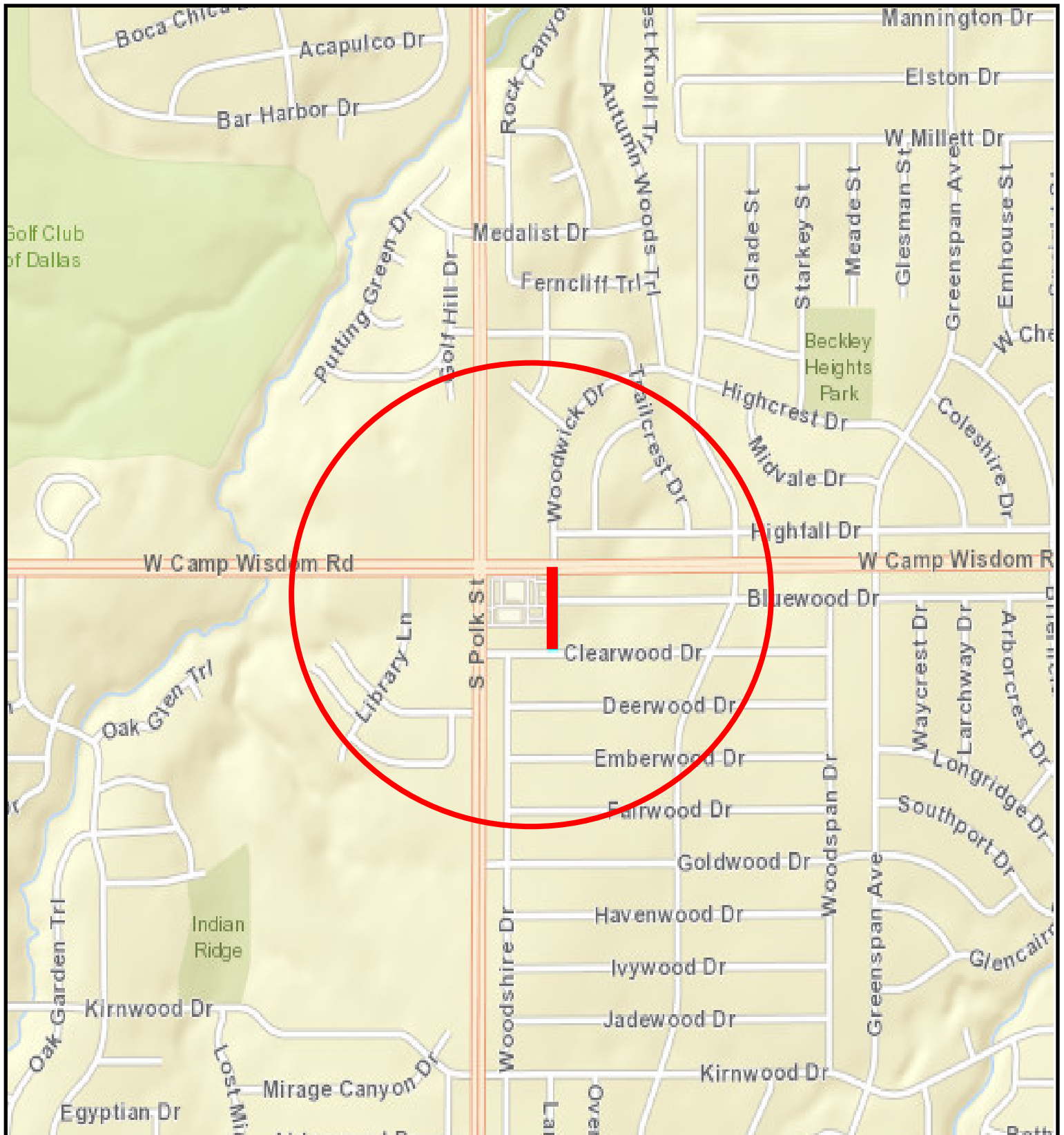
| <u>Project</u>  | <u>Council District</u> |
|---|-------------------------|
| Arborcrest Drive from Bluewood Drive<br>to Partridge Drive      | 8                       |
| Woodwick Drive from West Camp Wisdom Road<br>to Clearwood Drive | 8                       |

**STREET RECONSTRUCTION  
ARBORCREST DRIVE FROM BLUEWOOD DRIVE  
TO PARTRIDGE DRIVE**



**COUNCIL DISTRICT 8**

**STREET RECONSTRUCTION  
WOODWICK DRIVE FROM WEST CAMP WISDOM ROAD  
TO CLEARWOOD DRIVE**



**COUNCIL DISTRICT 8**

December 12, 2018

**WHEREAS**, WSP USA, Inc. was selected to provide engineering design for Street Reconstruction Group 17-8005.

**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 professional services contract with WSP USA, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$181,176.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$181,176.00 in accordance with the terms and conditions of the contract:

WSP USA, Inc. for the engineering design of street reconstruction projects on local streets on: Arborcrest Drive from Bluewood Drive to Partridge Drive and Woodward Drive from West Camp Wisdom Road to Clearwood Drive:

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V262, Activity SREC  
Object 4111, Program PB17V262  
Encumbrance/Contract No. CX-PBW-2019-00008371  
Vendor 134356 \$ 93,610.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V266, Activity SREC  
Object 4111, Program PB17V266  
Encumbrance/Contract No. CX-PBW-2019-00008371  
Vendor 134356 \$ 48,691.00

Water Construction Fund  
Fund 0102, Department DWU, Unit CW42  
Object 4111, Program 719117  
Encumbrance/Contract No. CX-PBW-2019-00008371  
Vendor 134356 \$ 23,966.29

Wastewater Construction Fund  
Fund 0103, Department DWU, Unit CS42  
Object 4111, Program 719118  
Encumbrance/Contract No. CX-PBW-2019-00008371  
Vendor 134356 \$ 14,908.71

Total amount not to exceed \$181,176.00



December 12, 2018

**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 Information Sheet

**File #:** 18-1214

**Item #:** 24.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 10

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Lina T. Ramey and Associates for engineering design of Street Reconstruction Group 17-10005 (list attached to the Agenda Information Sheet) - Not to exceed \$228,317.80 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$165,617.80) and Water Utilities Capital Improvement Funds (\$62,700.00)

### **BACKGROUND**

The Request for Qualification (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Lina T. Ramey and Associates, was selected following a qualifications-based process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Lina T. Ramey and Associates for engineering design of five street reconstruction projects of local streets as Street Reconstruction Group 17-10005. The street reconstruction projects will include replacing the existing deteriorating concrete streets with new reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, possible replacement of the drainage system, water and wastewater improvements.

Following are the locations and design costs for each project:

### **Street Reconstruction - Local Streets - Improvements**

| <b><u>Project</u></b>  | <b><u>Council District</u></b> | <b><u>Amount</u></b> |
|--|--------------------------------|----------------------|
| Boundbrook Avenue from<br>Greenville Avenue to Woodbrook Drive | 10                             | \$59,261.12          |
| Westfield Drive from Gladwood Lane<br>to Clearwater Drive      | 10                             | \$63,959.92          |

|  |    |             |
|--|----|-------------|
| Westfield Drive from Woodbrook Drive<br>to Gladwood Lane   | 10 | \$60,333.67 |
| Woodbrook Drive from Clearwater Drive<br>to Graywood Drive | 10 | \$20,341.32 |
| Woodbrook Drive from Graywood Drive<br>to Westfield Drive  | 10 | \$24,421.77 |

**ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Begin Design          | February 2019 |
| Complete Design       | February 2020 |
| Begin Construction    | April 2020    |
| Complete Construction | April 2021    |

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$165,617.80  
Water Utilities Capital Improvement Funds - \$62,700.00

Estimated Future Cost - Construction - \$2,107,869.54

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount                         | Category                    | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|-----------------------------|------------|---------|--------------|
| \$228,317.80                            | Architectural & Engineering | 25.66%     | 100.00% | \$228,317.80 |
| • This contract exceeds the M/WBE goal. |                             |            |         |              |

**OWNER**

**Lina T. Ramey and Associates**

Lina T. Ramey, P.E., President

**MAPS**

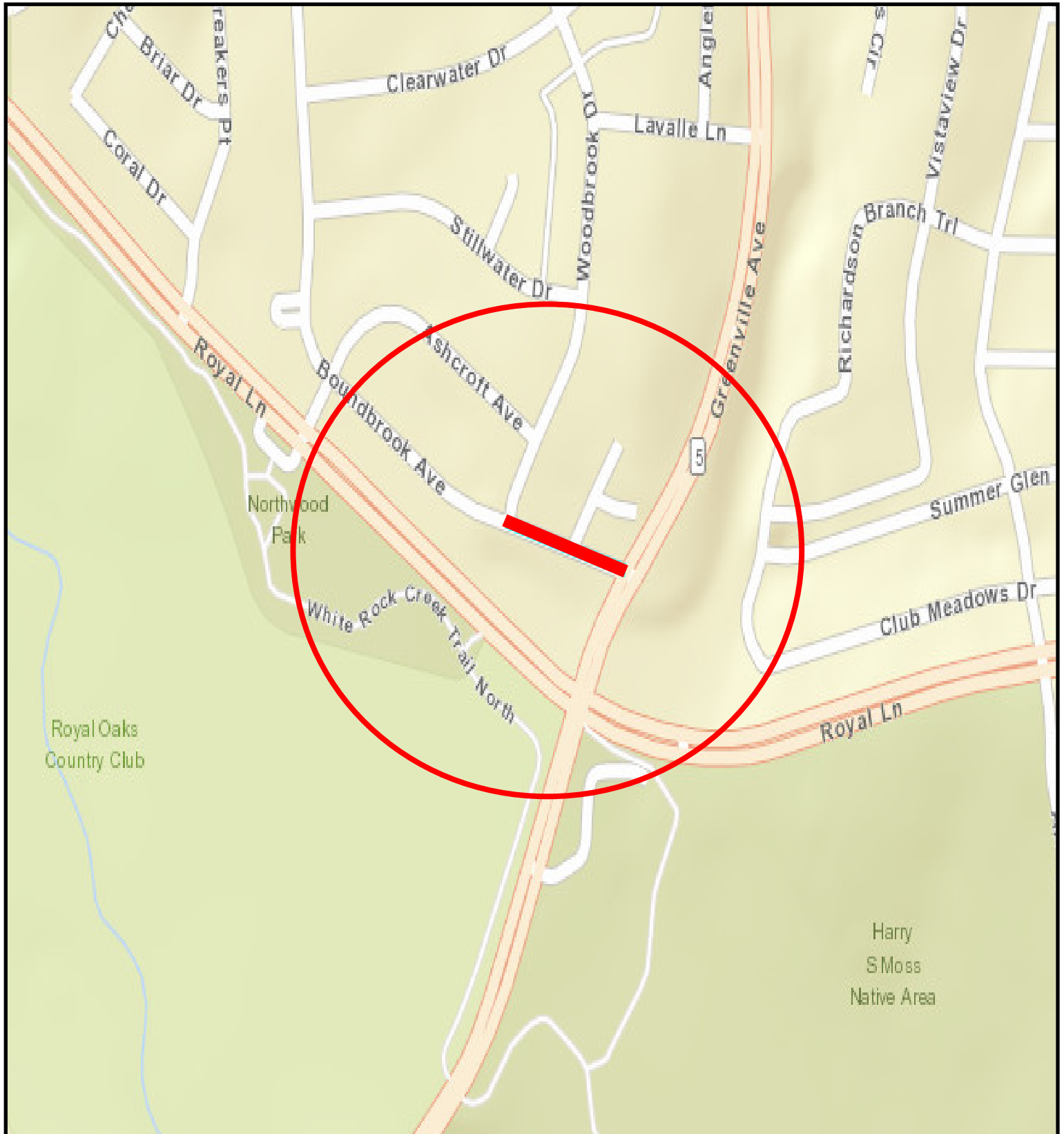
Attached

## Street Reconstruction Group 17-10005

| <b><u>Project</u></b>  | <b><u>Council District</u></b> |
|--|--------------------------------|
| Boundbrook Avenue from<br>Greenville Avenue to Woodbrook Drive | 10                             |
| Westfield Drive from Gladwood Lane<br>to Clearwater Drive      | 10                             |
| Westfield Drive from Woodbrook Drive<br>to Gladwood Lane       | 10                             |
| Woodbrook Drive from Clearwater Drive<br>to Graywood Drive     | 10                             |
| Woodbrook Drive from Graywood Drive<br>to Westfield Drive      | 10                             |

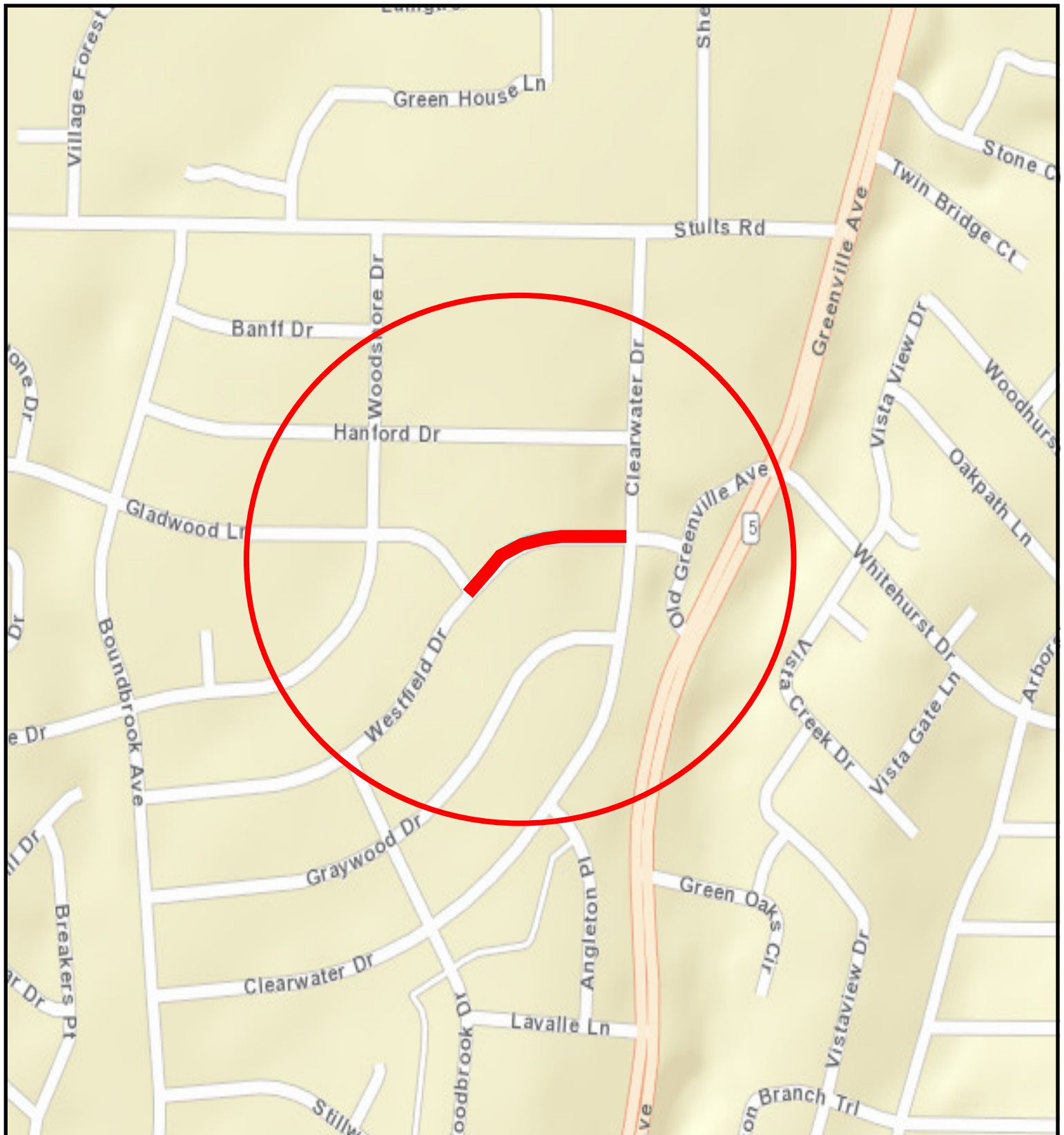


**STREET RECONSTRUCTION  
BOUNDBROOK AVENUE FROM GREENVILLE AVENUE  
TO WOODBROOK DRIVE**



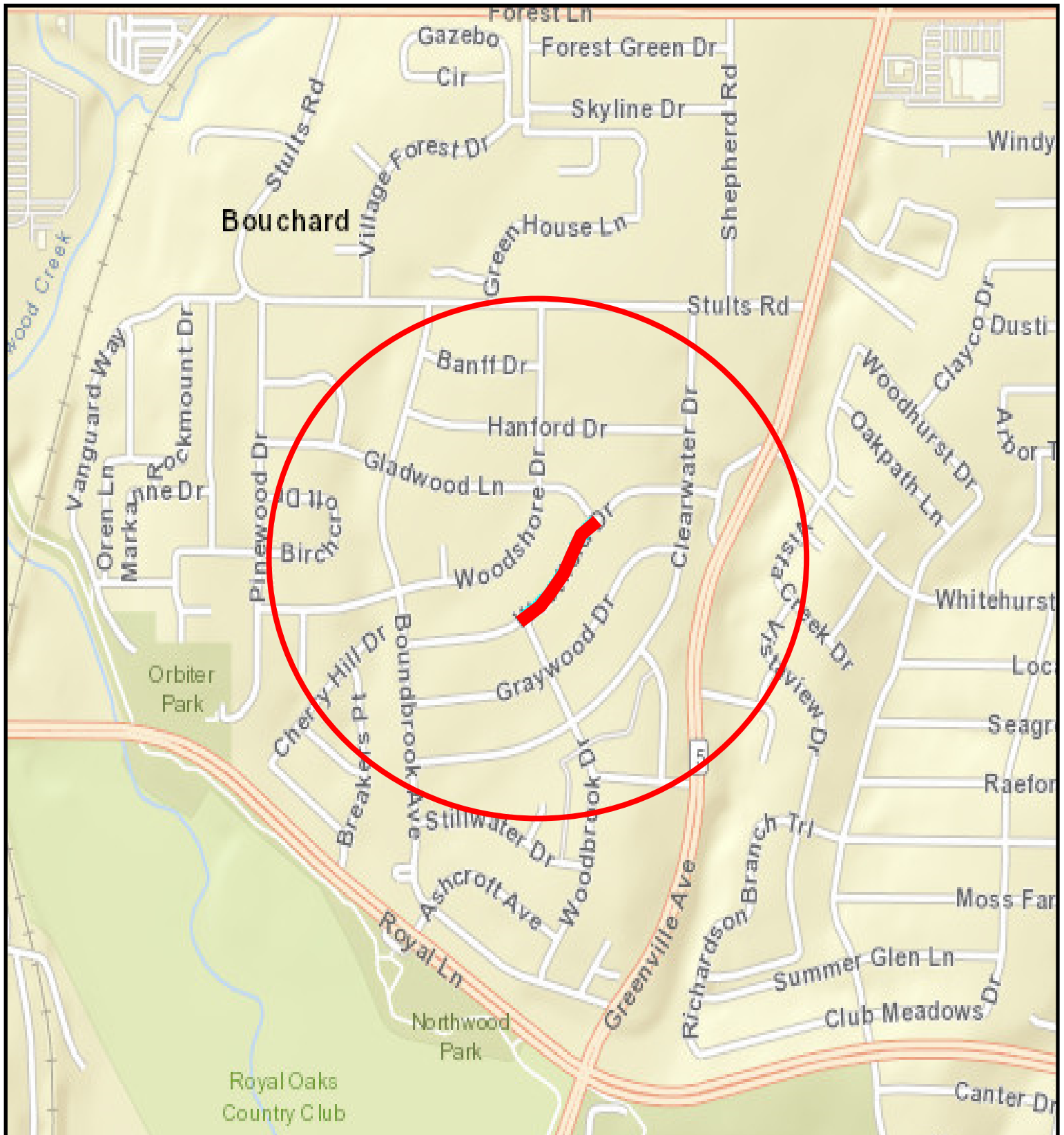
**COUNCIL DISTRICT 10**

**STREET RECONSTRUCTION  
WESTFIELD DRIVE FROM GLADWOOD LANE  
TO CLEARWATER DRIVE**



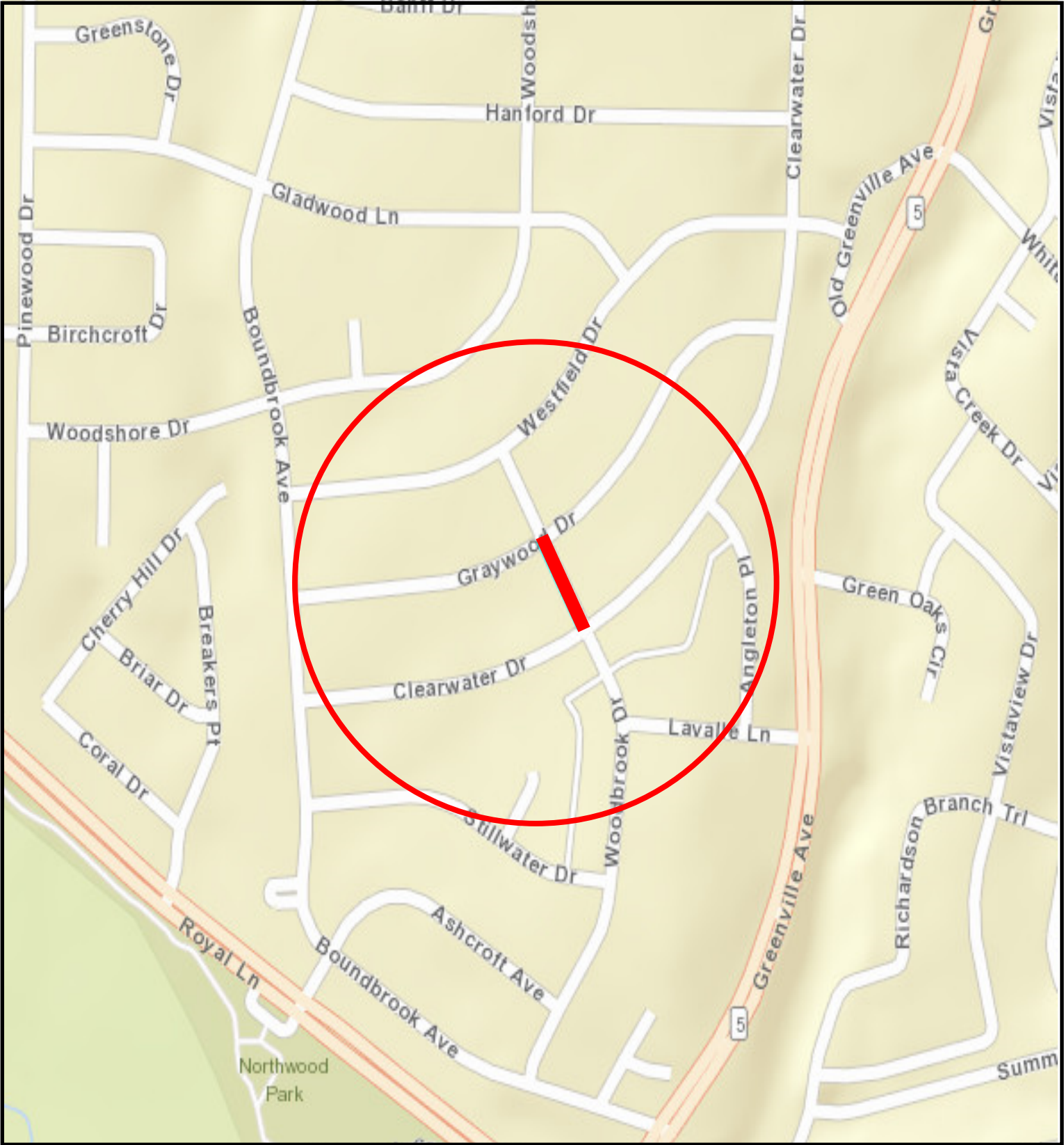
**COUNCIL DISTRICT 10**

**STREET RECONSTRUCTION  
WESTFIELD DRIVE FROM WOODBROOK DRIVE  
TO GLADWOOD LANE**



**COUNCIL DISTRICT 10**

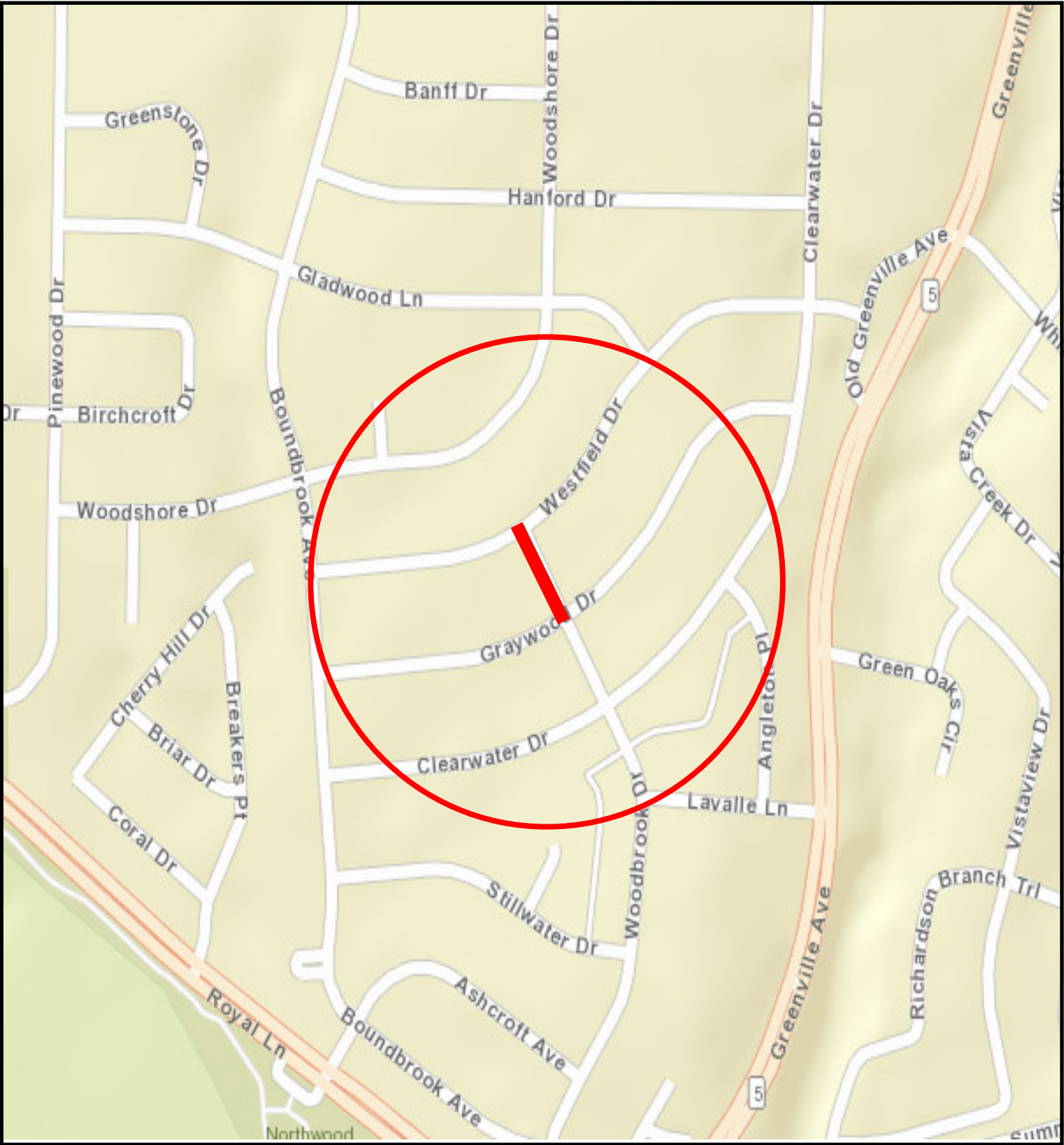
**STREET RECONSTRUCTION  
WOODBROOK DRIVE FROM CLEARWATER DRIVE  
TO GRAYWOOD DRIVE**



**COUNCIL DISTRICT 10**



**STREET RECONSTRUCTION  
WOODBROOK DRIVE FROM GRAYWOOD DRIVE  
TO WESTFIELD DRIVE**



**COUNCIL DISTRICT 10**

December 12, 2018

**WHEREAS**, Lina T. Ramey and Associates was selected to provide engineering design for Street Reconstruction Group 17-10005.

**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 professional services contract with Lina T. Ramey and Associates, approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$228,317.80.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$228,317.80 in accordance with the terms and conditions of the contract:

Lina T. Ramey and Associates for the engineering design of street reconstruction projects on local streets on: Boundbrook Avenue from Greenville Avenue to Woodbrook Drive; Westfield Drive from Gladwood Lane to Clearwater Drive; Westfield Drive from Woodbrook Drive to Gladwood Lane; Woodbrook Drive from Clearwater Drive to Graywood Drive; and Woodbrook Drive from Graywood Drive to Westfield Drive:

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V221, Activity SREC |              |
| Object 4111, Program PB17V221                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008488       |              |
| Vendor 356668                                       | \$ 38,735.92 |

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V268, Activity SREC |              |
| Object 4111, Program PB17V268                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008488       |              |
| Vendor 356668                                       | \$ 41,197.12 |

|   |              |
|---|--------------|
| Street and Transportation (A) Fund                  |              |
| Fund 1V22, Department PBW, Unit V272, Activity SREC |              |
| Object 4111, Program PB17V272                       |              |
| Encumbrance/Contract No. CX-PBW-2019-00008488       |              |
| Vendor 356668                                       | \$ 44,852.12 |



December 12, 2018

**SECTION 2.** (continued)

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V273, Activity SREC  
Object 4111, Program PB17V273  
Encumbrance/Contract No. CX-PBW-2019-00008488  
Vendor 356668 \$ 20,491.32

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V274, Activity SREC  
Object 4111, Program PB17V274  
Encumbrance/Contract No. CX-PBW-2019-00008488  
Vendor 356668 \$20,341.32

Water Capital Improvement Fund  
Fund 3115, Department DWU, Unit PW42  
Object 4111, Program 719107  
Encumbrance/Contract No. CX-PBW-2019-00008488  
Vendor 356668 \$ 33,315.22

Wastewater Capital Improvement Fund  
Fund 2116, Department DWU, Unit PS42  
Object 4111, Program 719108  
Encumbrance/Contract No. CX-PBW-2019-00008488  
Vendor 356668 \$ 29,384.78

Total amount not to exceed \$228,317.80

**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 Information Sheet

**File #:** 18-1297

**Item #:** 25.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** Outside City Limits  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners' in the condemnation proceedings styled City of Dallas v. Holcomb Properties, et al., Cause No. 99109-CC, pending in Kaufman County Court at Law, to acquire approximately 142,093 square feet of land for right-of-way located in Kaufman County for the Lake Tawakoni 144-inch Pipeline Project; and **(2)** settlement of the condemnation proceeding for an amount award - Not to exceed \$182,874.00, increased from \$68,240.00 (\$65,240.00, plus closing costs and title expenses not to exceed \$3,000.00) to \$182,874.00 (\$179,874.00 being the award, plus closing costs and title expenses not to exceed \$3,000.00) - Financing: Water Utilities Capital Construction Funds

### **BACKGROUND**

On April 8, 2015, City Council authorized acquisition through the use of condemnation by Resolution No. 15-0679. The property owner was offered \$65,240.00, plus closing costs and title expenses not to exceed \$3,000.00, which was based on a appraisal from an independent certified appraiser. The property owner did not accept the offer and the City filed an eminent domain proceeding to acquire the property. After a hearing on May 7, 2018, the Special Commissioners' awarded the property owner \$179,874.00.

This item authorizes deposit of the amount awarded by the Special Commissioners' for the property, which is \$114,634.00 more than the City Council originally authorized for this acquisition.

The City has no control over the Special Commissioners' appointed by the judge or any award that is subsequently rendered by the Special Commissioners'. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners' in the registry of the Court.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On April 8, 2015, City Council authorized acquisition, including the exercise of the right of eminent

domain, if such became necessary, from Holcomb Properties, et al., of approximately 142,093 square feet of land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline Project by Resolution No. 15-0679.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$182,874.00

|                                 |                     |
|---------------------------------|---------------------|
| Resolution No. 15-0679          | \$ 68,240.00        |
| Additional Amount (this action) | <u>\$114,634.00</u> |

|                         |              |
|-------------------------|--------------|
| Total Authorized Amount | \$182,874.00 |
|-------------------------|--------------|

**OWNER**

Holcomb Properties, et al.

**MAP**

Attached



December 12, 2018

**A RESOLUTION AUTHORIZING THE DEPOSIT OF A SPECIAL COMMISSIONERS' AWARD AND SETTLEMENT OF A CONDEMNATION PROCEEDING, AND IF OBJECTIONS ARE FILED, SETTLEMENT OF A CONDEMNATION LAWSUIT, FOR AN AMOUNT NOT TO EXCEED THE AWARD.**

*All said capitalized terms are defined in Section 1 below.*

**WHEREAS**, OWNER refused to sell the PROPERTY INTEREST in and to the PROPERTY to CITY for the OFFICIAL OFFER AMOUNT contained in the FIRST RESOLUTION; and

**WHEREAS**, the City Attorney filed a CONDEMNATION PROCEEDING for the acquisition of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT pursuant to said RESOLUTION; and

**WHEREAS**, the Special Commissioners' appointed by the Court in the CONDEMNATION PROCEEDING rendered the SPECIAL COMMISSIONERS' AWARD AMOUNT, which the City Council wishes to deposit with the County Clerk of Kaufman County, Texas, so that CITY may take possession of the PROPERTY INTEREST in and to the PROPERTY; and

**WHEREAS**, the Dallas City Council desires to authorize the City Attorney to settle the CONDEMNATION PROCEEDING, and if objections are filed, the CONDEMNATION LAWSUIT, for an amount not to exceed the SPECIAL COMMISSIONERS' AWARD AMOUNT.

**Now, Therefore,**

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

**SECTION 1.** For the purposes of this resolution, the following definitions shall apply:

"CITY": The City of Dallas

"FIRST RESOLUTION": Resolution No. 15-0679 approved by the Dallas City Council on April 8, 2015, authorized filing of a condemnation proceeding, which is incorporated herein by reference.

"CONDEMNATION PROCEEDING/LAWSUIT": Cause No. 99109-CC, in Kaufman County Court at Law, and styled City of Dallas v. Holcomb Properties, et al., filed pursuant to City Council Resolution No. 15-0679.

"PROPERTY": Approximately 142,093 square feet of land located in Kaufman County, Texas, as described in the CONDEMNATION PROCEEDING.



December 12, 2018

"PROPERTY INTEREST": Fee Simple Title

"PROJECT": Lake Tawakoni 144-inch Pipeline Project

"USE": The installation, use, and maintenance of a pipeline or lines for the transmission of treated water 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.

"OFFICIAL OFFER AMOUNT": \$65,240.00

"SPECIAL COMMISSIONERS' AWARD AMOUNT": \$179,874.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,000.00

"AUTHORIZED AMOUNT": Not to exceed \$182,874.00 (SPECIAL COMMISSIONERS' AWARD plus CLOSING COSTS AND TITLE EXPENSES)

"DESIGNATED FUNDS":

\$68,240 from Water Capital Construction Fund, Fund 0102, Department DWU, Unit CW20, Program 704041, Object 4210, Encumbrance/Contract No. CX-DWU-2019-00008614.

\$114,634 from Water Capital Construction Fund, Fund 0102, Department DWU, Unit CW20, Program 704041, Object 4210, Encumbrance/Contract No. CX-DWU-2019-00008614.

**SECTION 2.** That the City Attorney is hereby authorized to acquire the PROPERTY INTEREST in and to the PROPERTY by instrument, or judgment, for the SPECIAL COMMISSIONERS' AWARD AMOUNT. If the PROPERTY INTEREST in and to the PROPERTY is being acquired by instrument, the Chief Financial Officer is hereby authorized to issue a check, to be paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the SPECIAL COMMISSIONERS' AWARD AMOUNT, made payable to OWNER, or the then current owner(s) of record, or to the title company insuring the transaction described herein. If the PROPERTY INTEREST in and to the PROPERTY is not being acquired through instrument, the Chief Financial Officer is hereby authorized to issue a check, to be paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the SPECIAL COMMISSIONERS' AWARD AMOUNT, made payable to the County Clerk of Dallas County, Texas, to be deposited into the registry of the Court, to enable CITY to take possession of the PROPERTY INTEREST in and to the PROPERTY without further action of the Dallas City Council. The Chief Financial Officer is further authorized and directed to issue another check, to be paid out of and charged

December 12, 2018

to the DESIGNATED FUNDS, in the amount of the CLOSING COSTS AND TITLE EXPENSES, made payable to the title company insuring the transaction described herein. The SPECIAL COMMISSIONERS' AWARD AMOUNT and the CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

**SECTION 3.** That the City Attorney is authorized to settle the CONDEMNATION PROCEEDING, and if objections are filed, the CONDEMNATION LAWSUIT, for an amount not to exceed the SPECIAL COMMISSIONERS' AWARD AMOUNT.

**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:  
CHRISTOPHER J. CASO, Interim City Attorney

BY:   
Assistant City Attorney



## Agenda Information Sheet

**File #:** 18-638

**Item #:** 26.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 3  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize acquisition from The Burlington Northern and Santa Fe Railway Company, of approximately 35 acres of inactive railway corridor and vacant land between Cockrell Hill and Westmoreland Roads for the Chalk Hill Trail Project - Not to exceed \$965,000.00 (\$950,000.00, plus closing costs and title expenses not to exceed \$15,000.00) - Financing: Park and Recreation Facilities (2006 Bond Funds)

### **BACKGROUND**

This item authorizes the acquisition from The Burlington Northern and Santa Fe Railway Company of approximately 35 acres of inactive railroad corridor and vacant land between Cockrell Hill and Westmoreland Roads. This land represents the final acquisition to accommodate the future 4.3-mile hike and bike trail that will connect the Pinnacle Park area to the Five Mile Creek Greenbelt Trail system at the Westmoreland DART light rail station. The consideration for this acquisition is based on independent appraisal.

The dedication of this property as officially park land is not recommended to occur until such time it is developed for park purposes.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On August 2, 2018, the Park and Recreation Board authorized the acquisition.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee December 10, 2018.

### **FISCAL INFORMATION**

Park and Recreation Facilities (2006 Bond Funds) - \$965,000.00 (\$950,000.00, plus closing costs and title expenses not to exceed \$15,000.00)

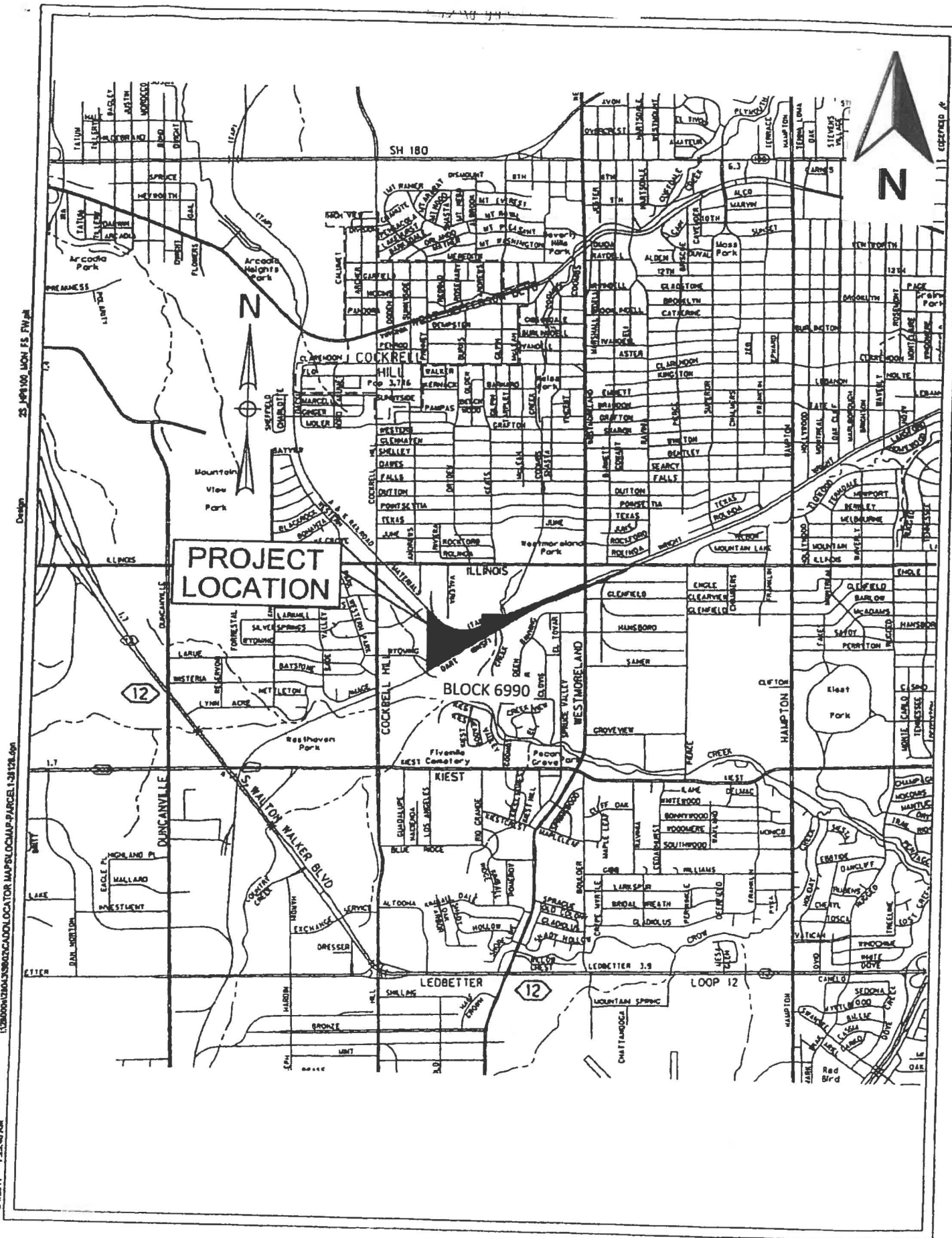
**OWNER**

**The Burlington Northern and Santa Fe Railway Company**

Mark Ude, AVP Corporate Real Estate Development

**MAP**

Attached



PROJECT  
LOCATION

BLOCK 6990



December 12, 2018

**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 35 acres 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": Chalk Hill Trail Project

"USE": The construction and maintenance of a 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 herein provided. The property is not officially dedicated as municipal parkland and shall be dedicated as such time the property is developed for park purpose.

"PROPERTY INTEREST": Fee Simple title 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": Burlington Northern and Santa Fe Railway Company, a Delaware corporation, 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": \$950,000.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$15,000.00

"AUTHORIZED AMOUNT": Not to exceed \$965,000.00

**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.



December 12, 2018

**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 payable as follows:

\$104,488.00 from Park and Recreation Facilities Fund (2006 Bond Funds), Fund 7T00, Department PKR, Unit T038, Activity PKLA, Program PK06T038, Object 4210.

\$517,000.00 from Park and Recreation Facilities Fund (2006 Bond Funds), Fund 8T00, Department PKR, Unit T038, Activity PKLA, Program PK06T038, Object 4210.

\$328,512.00 from Park and Recreation Facilities Fund (2006 Bond Funds), Fund 4T00, Department PKR, Unit T038, Activity PKLA, Program PK06T038, Object 4210.

CLOSING COSTS AND TITLE EXPENSES payable out of Park and Recreation Facilities Fund (2006 Bond Funds): \$15,000.00, Fund 7T00, Department PKR, Unit T038, Activity PKLA, Program PK06T038, Object 4210, Encumbrance/Contract No. CX-PKR-2019-00008367. 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.

December 12, 2018

**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.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO, Interim City Attorney

BY: B. N. S. H.  
Assistant City Attorney

**FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12**

**EXHIBIT A**

FIELD NOTES O.K.

D.E. Rorade 11-3-11

BEING a 34.47 acre (1,501,512 square feet) tract of land situated in the Abraham Bast Survey, Abstract Number 109, City of Dallas, Dallas County, Texas, and being part of Official City of Dallas Block Number 6990, and being all of a called 12.3 acre tract of land described in Warranty Deed to Gulf, Colorado and Santa Fe Railway Company, (GC&SF RY Co.) as recorded in Volume 1021, Page 618, of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being all of a called 7.17 acre tract of land described in Warranty Deed to said GC&SF RY Co., as recorded in Volume 1001, Page 516, D.R.D.C.T., and being all of a called 4 acre tract of land described in Warranty Deeds to said GC&SF RY Co., as recorded in Volume 1017, Page 292, and Volume 1023, Page 441, D.R.D.C.T., and being all of a called 10.05 acre tract of land described in Warranty Deed to said GC&SF RY Co., as recorded in Volume 1020, Page 432, D.R.D.C.T., and being all of a called 0.91 acre tract of land described in Warranty Deeds to said GC&SF RY Co., as recorded in Volume 1051, Page 600, Volume 1051, Page 457, Volume 1053, Page 426, Volume 1057, Page 456, Volume 1069, Page 430, Volume 1071, Page 357, Volume 1081, Page 201, and Volume 1822, Page 561, D.R.D.C.T., said tract being hereinafter referred to as (GC&SF Hale Cement tract), and being more particularly described as follows:

COMMENCING at a calculated point located at the intersection of the west right-of-way line of Westmoreland Road (a variable width right-of-way) with the north right-of-way line of Westmoreland Avenue (a 40 foot wide right-of-way), same being the south line of Block 1 (Block 1/6624 official City of Dallas Block Numbers), said point also being the southeast corner of Lot 3, Block 1/6624 as dedicated by Acreage Estates Number 2, an addition to the City of Dallas, Texas, as recorded in Volume 8, Page 152, Map Records of Dallas County, Texas, (M.R.D.C.T.) from which point a found 60D nail for witness bears North 39 degrees 01 minute 02 seconds East, 1.79 feet, and a 1/2-inch found iron rod for witness bears South 89 degrees 22 minutes 34 seconds West, 218.37 feet, and a 1/2-inch found iron rod for witness bears South 89 degrees 22 minutes 34 seconds West, 796.47 feet;

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

FIELD NOTES C.

11-3-11  
THENCE North 00 degrees 55 minutes 19 seconds West, departing said north right-of-way line and with the common west right-of-way line of said Westmoreland Road and the east line of said City of Dallas Block 1/6624 and the east line of said addition, passing at a distance of 587.49 feet the north corner of said addition and the southeast corner of City of Dallas Block 6990, and continuing with said west right-of-way line in all, a total distance of 695.88 feet to a calculated point for the POINT OF BEGINNING of the herein described tract of land, from which point a set PK nail with shiner stamped "HALFF" for witness bears North 00 degrees 46 minutes 37 seconds West, 8.55 feet, said point also being at the intersection of said west right-of-way line with the common north right-of-way line of a called 100 foot wide strip of land described by Warranty Deeds to the Chicago, Texas and Mexican Central Railway Company, (CT&MC RY Co.) as recorded in Volume 51, Page 381, Volume 51, Page 368, and Volume 51, Page 390, D.R.D.C.T., known as BNSF Railway Company (currently owned and operated by BNSF), and the south line of said GC&SF Hale Cement tract;

THENCE South 66 degrees 23 minutes 11 seconds West, departing the west right-of-way line of said Westmoreland Road and with the common south line of said GC&SF Hale Cement tract and the north right-of-way line of said BNSF, a distance of 1,079.27 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the point of curvature of a tangent circular curve to the left having a radius of 2,914.93 feet, whose chord bears South 62 degrees 16 minutes 41 seconds West, a distance of 417.67 feet;

THENCE Southwesterly, continuing with said common line and along said curve, through a central angle of 08 degrees 13 minutes 00 seconds, an arc distance of 418.02 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 58 degrees 10 minutes 11 seconds West, continuing with said common line, a distance of 2,952.60 feet to a calculated point for the southwest corner of said GC&SF Hale Cement tract and the easterly southeast corner of City of Dallas Block 2/6983 Highland Road Village, an addition to the City of Dallas, Texas, as recorded in Volume 68019, Page 326, D.R.D.C.T., from which point a 1/2-inch found iron rod for witness bears North 01 degree 59 minutes 51 seconds East, 0.22 of a foot;

**FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12**

**EXHIBIT A**

FIELD NOTES O.K.

252 11-3-11  
THENCE North 01 degree 03 minutes 01 second West, departing the north right-of-way line of said BNSF and with the common east line of said Highland Road Village addition and the west line of said GC&SF Hale Cement tract, a distance of 790.97 feet to a calculated point for corner, same point being the northeast corner City of Dallas Block Number 2/6983 and also being the southeast corner of Lot 1, Block A/6983, Village Green Number 2, an addition to the City of Dallas, Texas, as recorded in Volume 70239, Page 1255, D.R.D.C.T., from which point a 1/2-inch found iron rod for witness bears North 52 degrees 29 minutes 56 seconds West, 0.16 of a foot;

THENCE North 00 degrees 47 minutes 23 seconds West, with the common east line of said Village Green Number 2 addition and the west line of said GC&SF Hale Cement tract, passing at a distance of 608.84 feet the northeast corner of said Lot 1, Block A/6983, same being the southeast corner of that tract of land described in Special Warranty Deed to the City of Dallas, Texas, as recorded in Instrument Number 200900071519 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and continuing with the common east line of said City of Dallas tract and the west line of said GC&SF Hale Cement tract in all, a total distance of 712.82 feet to a 1/2-inch set iron rod with cap for corner, same point being the most westerly northwest corner of said GC&SF Hale Cement tract and the most easterly northeast corner of said City of Dallas tract, and also being the south corner of that tract of land described by Deed to the City of Dallas, Texas, as recorded in Volume 75041, Page 427, D.R.D.C.T., and also being the southwest corner of that tract of land described as Tract 3 by Warranty Deed to the City of Dallas, Texas, as recorded in Volume 4124, Page 266, D.R.D.C.T., and also being in the common south line of City of Dallas Block 6114 and the north line of City of Dallas Block 6990;

THENCE South 43 degrees 41 minutes 23 seconds East, with the common northerly line of said GC&SF Hale Cement tract and southerly line of said City of Dallas Tract 3 and with said common Block line, a distance of 267.99 feet to a 1/2-inch set iron rod with cap for the point of curvature of a tangent circular curve to the left having a radius of 917.87 feet, whose chord bears South 78 degrees 35 minutes 23 seconds East, a distance of 1,050.31 feet;

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

FIELD NOTES O.K.

PER 11-3-11

THENCE Southeasterly, continuing with said common line and along said curve, passing a 1/2-inch set iron rod with cap at an arc distance of 366.43 feet for the southeast corner of said Tract 3 and the southwest corner of a tract of land described as Tract 8 by Warranty Deed to the City of Dallas, Texas, as recorded in Volume 4240, Page 416, D.R.D.C.T., and continuing with said common line and along said curve, passing a calculated point at a cumulative arc distance of 618.15 feet for the southeast corner of said Tract 8 and the southwest corner of a tract of land described as Tract 9 to 3912 West Illinois Avenue, L.P. by Warranty Deed as recorded in Volume 2001015, Page 4317, D.R.D.C.T., from which point a 5/8-inch found iron pipe for witness bears North 63 degrees 19 minutes 28 seconds West, 3.49 feet, and continuing with said common line and along said curve through a central angle of 69 degrees 48 minutes 00 seconds, in all, a total arc distance of 1,118.18 feet to a calculated point for the point of tangency, from which point a 3-inch found brass disk for witness bears North 60 degrees 23 minutes 45 seconds East, 3.87 feet;

THENCE North 66 degrees 30 minutes 37 seconds East, continuing with said common line, a distance of 129.13 feet to a calculated point for corner, from which point a 1/2-inch found iron pipe for witness bears North 18 degrees 48 minutes 21 seconds West, 0.57 of a foot;

THENCE North 00 degrees 39 minutes 33 seconds West, continuing with said common line, a distance of 282.10 feet to a calculated point for corner, from which point a 3-inch found brass disk for witness bears North 67 degrees 30 minutes 46 seconds West, 0.53 of a foot, and a 1-inch found iron pipe for witness bears North 71 degrees 42 minutes 15 seconds West, 0.44 of a foot, said point also being on the common south line of Lot 3, Block 6114, Polo Acres, an addition to the City of Dallas, Texas, as recorded in Volume 2005074, Page 191, O.P.R.D.C.T.;

THENCE North 89 degrees 11 minutes 35 seconds East, continuing with said common line, passing at a distance of 319.15 feet the southeast corner of said Lot 3 and the southwest corner of a tract of land described to the City of Dallas, as recorded in Volume 97098, Page 2767, D.R.D.C.T., and continuing with said common line in all, a total distance of 438.47 feet to 1/2-inch found iron rod with plastic cap stamped "Fugate Surveying" for corner, said point also being on the west right-of-way line of Coombs Creek Drive (a called 100-foot wide right-of-way);



**FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12**

**EXHIBIT A**

FIELD NOTES O.K.

11-3-4  
THENCE South 88 degrees 32 minutes 00 seconds East, continuing with said common line, over and across said Coombs Creek Drive, a distance of 109.91 feet to a calculated point for corner on the east right-of-way line of said Coombs Creek Drive, said point being the most westerly southwest corner of that tract of land described in Special Warranty Deed to the City of Dallas, Texas, as recorded in Volume 97043, Page 6493, D.R.D.C.T., from which point a 5/8-inch found iron pipe for witness bears North 23 degrees 07 minutes 49 seconds West, 2.15 feet,

THENCE North 89 degrees 15 minutes 14 seconds East, continuing with said common line, a distance of 61.00 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 66 degrees 30 minutes 14 seconds East, continuing with said common line, a distance of 35.55 feet to a calculated point for the southeast corner of said City of Dallas tract and the south corner of Lot 7, Block A/6115, Sierra Vista, an addition to the City of Dallas, Texas, as recorded in Volume 2004122, Page 5257, O.P.R.D.C.T., from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 43 degrees 07 minutes 36 seconds West, 0.67 of a foot;

THENCE North 66 degrees 19 minutes 30 seconds East, with the common south line of said addition and north line of said GC&SF Hale Cement tract, same being the common north line of City of Dallas Block 6990 and the south line of City of Dallas Block A/6115, a distance of 1,156.45 feet to a calculated point for corner, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 31 degrees 07 minutes 36 seconds West, 0.67 of a foot;

THENCE North 88 degrees 59 minutes 30 seconds East, continuing with said common line, a distance of 90.82 feet to a calculated point for corner, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 73 degrees 10 minutes 18 seconds West, 0.24 of a foot;

THENCE North 66 degrees 19 minutes 30 seconds East, continuing with said common line, a distance of 98.30 feet to a calculated point for corner, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 42 degrees 23 minutes 30 seconds West, 0.28 of a foot;

THENCE North 01 degree 00 minutes 30 seconds West, continuing with said common line, a distance of 37.93 feet to a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for corner;

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

FIELD NOTES O.K.

OK 11-3-11

THENCE North 66 degrees 19 minutes 30 seconds East, continuing with said common line, a distance of 491.33 feet to a calculated point for the southeast corner of City of Dallas Block A/6115 and the southwest corner of City of Dallas Block 6115, same point being the southwest corner of a tract of land described by Warranty Deed to Long John Silver's Inc., as recorded in Volume 93032, Page 4525, D.R.D.C.T., from which point a 3/8-inch found iron rod bears North 83 degrees 44 minutes 35 seconds West, 0.26 of a foot, and a disturbed 1/2-inch found iron rod bears North 39 degrees 53 minutes 43 seconds East, 0.25 of a foot;

THENCE North 66 degrees 19 minutes 30 seconds East, continuing with the common south line of City of Dallas Block 6115 and the north line of City of Dallas Block 6990, passing a calculated point at a distance of 212.93 feet, same point being the southeast corner of said Long John Silver's Inc. tract, from which point a 1/2-inch found iron rod bears South 23 degrees 27 minutes 48 seconds East, 1.61 feet, and continuing with said common line in all, a total distance of 249.74 feet to a set "X" in concrete for the most easterly northeast common corner of said City of Dallas Block 6990 and said GC&SF Hale Cement tract on the west right-of-way line of said Westmoreland Road;

THENCE South 00 degrees 55 minutes 19 seconds East, departing said common Block line and with the common east line of City of Dallas Block 6990 and said GC&SF Hale Cement tract and the west right-of-way line of said Westmoreland Road, a distance of 111.03 feet to the POINT OF BEGINNING AND CONTAINING 1,501,512 square feet or 34.47 acres of land, more or less, of which approximately 42,014 square feet of land is in the roadway of Coombs Creek Drive, to which no warranty is made hereunder, but all of which land is herein conveyed.

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

"Basis of Bearing is NAD 83 (NSRS2007) Texas State Plane North Central Zone 4202 as observed by GPS on Julian day 097 of 2011 from Western Data Systems network station "DUNP". Convergence angle at "DUNP" is +00 degrees 56 minutes 34.23759 seconds."

FIELD NOTES O.K.  
11-3-11

I, Colin J. Henry, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record. This map is the result of an on-the-ground Survey, conducted by me or under my supervision, during the month of July, 2011, and substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1A, Condition II survey.

*Colin J. Henry* 8/1/2011

Colin J. Henry, R.P.L.S. Date  
Registered Professional Land Surveyor  
Texas Registration No. 5230  
Halff Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
214-346-6212





unplatted  
CITY OF DALLAS  
BLOCK 6982  
VOL. 97043, PG 6493  
DIRECT



PAGE 9 OF 10

# ABRAHAM BAST SURVEY ABSTRACT No. 109

EXHIBIT A

0 150 300 450 600

SCALE: 1"=300'



S. COCKRELL HILL ROAD  
(CALLED 100' R.O.W.)

APPROXIMATE  
ABSTRACT LINE

COCKRELL ROAD APARTMENTS, I.P.  
INST. NO. 20070220839  
TRACT 1  
O.P.R.D.C.T.  
HIGHLAND ROAD VILLAGE  
VOL. 68018, PG. 326  
D.R.D.C.T.  
BLOCK 2/6083

ABRAHAM BAST SURVEY  
ABSTRACT No. 109

WYOMING ST.

OWNER  
COCKRELL ROAD APTS. I.P.  
WESTERN PARK APTS  
VOL. 896, PG. 1348  
D.R.D.C.T.

(GC&SF Hale Cement tract AKA)  
BURLINGTON NORTHERN  
34.47 ACRES OR  
1,501,512 SQ. FT.

1/2" FIR BEARS  
N52°29'56"W  
0.16' (C.M.)

1/2" FIR (C.M.)  
N01°03'01"W  
790.97'

(S 53°02'30" #1)  
1137.00'  
S 58°01'59" W  
137.00'

BLOCK 2/6903

TR 1.1  
HIGHLAND ROAD  
VILLAGE

BLOCK 8900

1/2" FIR BEARS  
N01°59'51"E 0.22'

BLOCK 6114

unplotted  
CITY OF DALLAS  
VOL. 4124, PG. 286  
D.R.D.C.T.

TRACT 3

unplotted  
CITY OF DALLAS  
VOL. 75041, PG. 0427  
D.R.D.C.T.

VILLAGE GREEN NO. 2  
LOT 1, BLOCK A/6983  
VOL. 70239, PG. 1255  
D.R.D.C.T.  
THE FIRST VILLAGE GREEN, INC.  
VOL. 97036, PG. 4156  
D.R.D.C.T.

Δ = 69°48'00"  
R = 917.87'  
L = 1,118.18'  
CL = 1,050.31'  
CB = S 78°35'23" E

1/2" SIR  
W/CAP

100' DRAINAGE  
EASEMENT

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

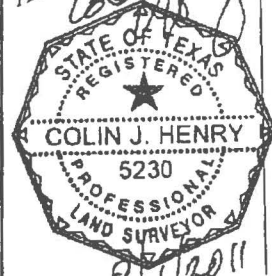
1/2" SIR  
W/CAP

1/2" SIR  
W/CAP

MATCHLINE (SEE SHEET 7 OF 8)  
FIELD NOTES O.K.

DETAILED FIELD NOTES

W. PEARSON SURVEY  
ABSTRACT No. 1127



NOTE: SURVEY WAS PREPARED WITHOUT THE  
BENEFIT OF A CURRENT TITLE COMMITMENT

## LEGEND

|                     |  |
|---------------------|--|
| R.O.W.              | RIGHT-OF-WAY                                       |
| C.M.                | CONTROLLING MONUMENT                               |
| M.R.D.C.T.          | MAP RECORDS OF DALLAS COUNTY, TEXAS                |
| D.R.D.C.T.          | DEED RECORDS OF DALLAS COUNTY, TEXAS               |
| O.P.R.D.C.T.        | OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS    |
| INSTR. NO.          | INSTRUMENT NUMBER                                  |
| 1/2" FIR W/P.K. CAP | ONE HALF INCH FOUND IRON ROD WITH PACHECO KOCH CAP |
| F.I.R.              | FOUND IRON ROD                                     |
| F.I.P.              | FOUND IRON PIPE                                    |
| FCP                 | FOUR CORNER POST                                   |

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
043D-12



**HALFF**

1201 N. BOWSER ROAD RICHARDSON, TEXAS 75081  
TELE. (214)346-6200 FAX (214)739-0095

DATE: JULY, 2011

AVO.: 28043

PAGE 10 OF 10

25 HPB100 MON, FE, FW, PA

Design

10/7/2011 10:36:27 AM 40502 HALFF 1280003430435602C0AD05HETSWEKH-PARCEL-3-28043.DGN



# 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.**

## WARRANTY DEED

THE STATE OF TEXAS   §  
                                  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF DALLAS   §

That Burlington Northern and Santa Fe Railway Company, a Delaware 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 NINE HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$950,000.00) 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, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, all of the property described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

SPECIAL PROVISIONS: None

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Burlington Northern and Santa Fe Railway Company,  
a Delaware corporation

By \_\_\_\_\_  
Mark Ude, Assistant Vice President

# EXHIBIT B

\* \* \* \* \*

STATE OF DELAWARE

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

by Mark Ude, Assistant Vice President of Burlington Northern and Santa Fe Railway Company, a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of DELAWARE

\* \* \* \* \*

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: Shaun Davis

Warranty Deed Log No. 38420

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

FIELD NOTES O.K.

D.E. Ronda 11-3-11

BEING a 34.47 acre (1,501,512 square feet) tract of land situated in the Abraham Bast Survey, Abstract Number 109, City of Dallas, Dallas County, Texas, and being part of Official City of Dallas Block Number 6990, and being all of a called 12.3 acre tract of land described in Warranty Deed to Gulf, Colorado and Santa Fe Railway Company, (GC&SF RY Co.) as recorded in Volume 1021, Page 618, of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being all of a called 7.17 acre tract of land described in Warranty Deed to said GC&SF RY Co., as recorded in Volume 1001, Page 516, D.R.D.C.T., and being all of a called 4 acre tract of land described in Warranty Deeds to said GC&SF RY Co., as recorded in Volume 1017, Page 292, and Volume 1023, Page 441, D.R.D.C.T., and being all of a called 10.05 acre tract of land described in Warranty Deed to said GC&SF RY Co., as recorded in Volume 1020, Page 432, D.R.D.C.T., and being all of a called 0.91 acre tract of land described in Warranty Deeds to said GC&SF RY Co., as recorded in Volume 1051, Page 600, Volume 1051, Page 457, Volume 1053, Page 426, Volume 1057, Page 456, Volume 1069, Page 430, Volume 1071, Page 357, Volume 1081, Page 201, and Volume 1822, Page 561, D.R.D.C.T., said tract being hereinafter referred to as (GC&SF Hale Cement tract), and being more particularly described as follows:

COMMENCING at a calculated point located at the intersection of the west right-of-way line of Westmoreland Road (a variable width right-of-way) with the north right-of-way line of Westmoreland Avenue (a 40 foot wide right-of-way), same being the south line of Block 1 (Block 1/6624 official City of Dallas Block Numbers), said point also being the southeast corner of Lot 3, Block 1/6624 as dedicated by Acreage Estates Number 2, an addition to the City of Dallas, Texas, as recorded in Volume 8, Page 152, Map Records of Dallas County, Texas, (M.R.D.C.T.) from which point a found 60D nail for witness bears North 39 degrees 01 minute 02 seconds East, 1.79 feet, and a 1/2-inch found iron rod for witness bears South 89 degrees 22 minutes 34 seconds West, 218.37 feet, and a 1/2-inch found iron rod for witness bears South 89 degrees 22 minutes 34 seconds West, 796.47 feet;



FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

FIELD NOTES C

DEK 11-3-11

THENCE North 00 degrees 55 minutes 19 seconds West, departing said north right-of-way line and with the common west right-of-way line of said Westmoreland Road and the east line of said City of Dallas Block 1/6624 and the east line of said addition, passing at a distance of 587.49 feet the north corner of said addition and the southeast corner of City of Dallas Block 6990, and continuing with said west right-of-way line in all, a total distance of 695.88 feet to a calculated point for the POINT OF BEGINNING of the herein described tract of land, from which point a set PK nail with shiner stamped "HALFF" for witness bears North 00 degrees 46 minutes 37 seconds West, 8.55 feet, said point also being at the intersection of said west right-of-way line with the common north right-of-way line of a called 100 foot wide strip of land described by Warranty Deeds to the Chicago, Texas and Mexican Central Railway Company, (CT&MC RY Co.) as recorded in Volume 51, Page 381, Volume 51, Page 368, and Volume 51, Page 390, D.R.D.C.T., known as BNSF Railway Company (currently owned and operated by BNSF), and the south line of said GC&SF Hale Cement tract;

THENCE South 66 degrees 23 minutes 11 seconds West, departing the west right-of-way line of said Westmoreland Road and with the common south line of said GC&SF Hale Cement tract and the north right-of-way line of said BNSF, a distance of 1,079.27 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the point of curvature of a tangent circular curve to the left having a radius of 2,914.93 feet, whose chord bears South 62 degrees 16 minutes 41 seconds West, a distance of 417.67 feet;

THENCE Southwesterly, continuing with said common line and along said curve, through a central angle of 08 degrees 13 minutes 00 seconds, an arc distance of 418.02 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 58 degrees 10 minutes 11 seconds West, continuing with said common line, a distance of 2,952.60 feet to a calculated point for the southwest corner of said GC&SF Hale Cement tract and the easterly southeast corner of City of Dallas Block 2/6983 Highland Road Village, an addition to the City of Dallas, Texas, as recorded in Volume 68019, Page 326, D.R.D.C.T., from which point a 1/2-inch found iron rod for witness bears North 01 degree 59 minutes 51 seconds East, 0.22 of a foot;

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT

FIELD NOTES O.K.

DEED 11-3-11

THENCE North 01 degree 03 minutes 01 second West, departing the north right-of-way line of said BNSF and with the common east line of said Highland Road Village addition and the west line of said GC&SF Hale Cement tract, a distance of 790.97 feet to a calculated point for corner, same point being the northeast corner City of Dallas Block Number 2/6983 and also being the southeast corner of Lot 1, Block A/6983, Village Green Number 2, an addition to the City of Dallas, Texas, as recorded in Volume 70239, Page 1255, D.R.D.C.T., from which point a 1/2-inch found iron rod for witness bears North 52 degrees 29 minutes 56 seconds West, 0.16 of a foot;

THENCE North 00 degrees 47 minutes 23 seconds West, with the common east line of said Village Green Number 2 addition and the west line of said GC&SF Hale Cement tract, passing at a distance of 608.84 feet the northeast corner of said Lot 1, Block A/6983, same being the southeast corner of that tract of land described in Special Warranty Deed to the City of Dallas, Texas, as recorded in Instrument Number 200900071519 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and continuing with the common east line of said City of Dallas tract and the west line of said GC&SF Hale Cement tract in all, a total distance of 712.82 feet to a 1/2-inch set iron rod with cap for corner, same point being the most westerly northwest corner of said GC&SF Hale Cement tract and the most easterly northeast corner of said City of Dallas tract, and also being the south corner of that tract of land described by Deed to the City of Dallas, Texas, as recorded in Volume 75041, Page 427, D.R.D.C.T., and also being the southwest corner of that tract of land described as Tract 3 by Warranty Deed to the City of Dallas, Texas, as recorded in Volume 4124, Page 266, D.R.D.C.T., and also being in the common south line of City of Dallas Block 6114 and the north line of City of Dallas Block 6990;

THENCE South 43 degrees 41 minutes 23 seconds East, with the common northerly line of said GC&SF Hale Cement tract and southerly line of said City of Dallas Tract 3 and with said common Block line, a distance of 267.99 feet to a 1/2-inch set iron rod with cap for the point of curvature of a tangent circular curve to the left having a radius of 917.87 feet, whose chord bears South 78 degrees 35 minutes 23 seconds East, a distance of 1,050.31 feet;

**FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12**

**EXHIBIT A**

FIELD NOTES O.K.

DER 11-2-11

THENCE Southeasterly, continuing with said common line and along said curve, passing a 1/2-inch set iron rod with cap at an arc distance of 366.43 feet for the southeast corner of said Tract 3 and the southwest corner of a tract of land described as Tract 8 by Warranty Deed to the City of Dallas, Texas, as recorded in Volume 4240, Page 416, D.R.D.C.T., and continuing with said common line and along said curve, passing a calculated point at a cumulative arc distance of 618.15 feet for the southeast corner of said Tract 8 and the southwest corner of a tract of land described as Tract 9 to 3912 West Illinois Avenue, L.P. by Warranty Deed as recorded in Volume 2001015, Page 4317, D.R.D.C.T., from which point a 5/8-inch found iron pipe for witness bears North 63 degrees 19 minutes 28 seconds West, 3.49 feet, and continuing with said common line and along said curve through a central angle of 69 degrees 48 minutes 00 seconds, in all, a total arc distance of 1,118.18 feet to a calculated point for the point of tangency, from which point a 3-inch found brass disk for witness bears North 60 degrees 23 minutes 45 seconds East, 3.87 feet;

THENCE North 66 degrees 30 minutes 37 seconds East, continuing with said common line, a distance of 129.13 feet to a calculated point for corner, from which point a 1/2-inch found iron pipe for witness bears North 18 degrees 48 minutes 21 seconds West, 0.57 of a foot;

THENCE North 00 degrees 39 minutes 33 seconds West, continuing with said common line, a distance of 282.10 feet to a calculated point for corner, from which point a 3-inch found brass disk for witness bears North 67 degrees 30 minutes 46 seconds West, 0.53 of a foot, and a 1-inch found iron pipe for witness bears North 71 degrees 42 minutes 15 seconds West, 0.44 of a foot, said point also being on the common south line of Lot 3, Block 6114, Polo Acres, an addition to the City of Dallas, Texas, as recorded in Volume 2005074, Page 191, O.P.R.D.C.T.;

THENCE North 89 degrees 11 minutes 35 seconds East, continuing with said common line, passing at a distance of 319.15 feet the southeast corner of said Lot 3 and the southwest corner of a tract of land described to the City of Dallas, as recorded in Volume 97098, Page 2767, D.R.D.C.T., and continuing with said common line in all, a total distance of 438.47 feet to 1/2-inch found iron rod with plastic cap stamped "Fugate Surveying" for corner, said point also being on the west right-of-way line of Coombs Creek Drive (a called 100-foot wide right-of-way);



**FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12**

**EXHIBIT A**

FIELD NOTES O.K.

DER 11-3-11

THENCE South 88 degrees 32 minutes 00 seconds East, continuing with said common line, over and across said Coombs Creek Drive, a distance of 109.91 feet to a calculated point for corner on the east right-of-way line of said Coombs Creek Drive, said point being the most westerly southwest corner of that tract of land described in Special Warranty Deed to the City of Dallas, Texas, as recorded in Volume 97043, Page 6493, D.R.D.C.T., from which point a 5/8-inch found iron pipe for witness bears North 23 degrees 07 minutes 49 seconds West, 2.15 feet,

THENCE North 89 degrees 15 minutes 14 seconds East, continuing with said common line, a distance of 61.00 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 66 degrees 30 minutes 14 seconds East, continuing with said common line, a distance of 35.55 feet to a calculated point for the southeast corner of said City of Dallas tract and the south corner of Lot 7, Block A/6115, Sierra Vista, an addition to the City of Dallas, Texas, as recorded in Volume 2004122, Page 5257, O.P.R.D.C.T, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 43 degrees 07 minutes 36 seconds West, 0.67 of a foot;

THENCE North 66 degrees 19 minutes 30 seconds East, with the common south line of said addition and north line of said GC&SF Hale Cement tract, same being the common north line of City of Dallas Block 6990 and the south line of City of Dallas Block A/6115, a distance of 1,156.45 feet to a calculated point for corner, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 31 degrees 07 minutes 36 seconds West, 0.67 of a foot;

THENCE North 88 degrees 59 minutes 30 seconds East, continuing with said common line, a distance of 90.82 feet to a calculated point for corner, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 73 degrees 10 minutes 18 seconds West, 0.24 of a foot;

THENCE North 66 degrees 19 minutes 30 seconds East, continuing with said common line, a distance of 98.30 feet to a calculated point for corner, from which point a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for witness bears North 42 degrees 23 minutes 30 seconds West, 0.28 of a foot;

THENCE North 01 degree 00 minutes 30 seconds West, continuing with said common line, a distance of 37.93 feet to a 1/2-inch found iron rod with cap stamped "Pacheco Koch" for corner;

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

FIELD NOTES O.K.

OK 11-3-11  
THENCE North 66 degrees 19 minutes 30 seconds East, continuing with said common line, a distance of 491.33 feet to a calculated point for the southeast corner of City of Dallas Block A/6115 and the southwest corner of City of Dallas Block 6115, same point being the southwest corner of a tract of land described by Warranty Deed to Long John Silver's Inc., as recorded in Volume 93032, Page 4525, D.R.D.C.T., from which point a 3/8-inch found iron rod bears North 83 degrees 44 minutes 35 seconds West, 0.26 of a foot, and a disturbed 1/2-inch found iron rod bears North 39 degrees 53 minutes 43 seconds East, 0.25 of a foot;

THENCE North 66 degrees 19 minutes 30 seconds East, continuing with the common south line of City of Dallas Block 6115 and the north line of City of Dallas Block 6990, passing a calculated point at a distance of 212.93 feet, same point being the southeast corner of said Long John Silver's Inc. tract, from which point a 1/2-inch found iron rod bears South 23 degrees 27 minutes 48 seconds East, 1.61 feet, and continuing with said common line in all, a total distance of 249.74 feet to a set "X" in concrete for the most easterly northeast common corner of said City of Dallas Block 6990 and said GC&SF Hale Cement tract on the west right-of-way line of said Westmoreland Road;

THENCE South 00 degrees 55 minutes 19 seconds East, departing said common Block line and with the common east line of City of Dallas Block 6990 and said GC&SF Hale Cement tract and the west right-of-way line of said Westmoreland Road, a distance of 111.03 feet to the POINT OF BEGINNING AND CONTAINING 1,501,512 square feet or 34.47 acres of land, more or less, of which approximately 42,014 square feet of land is in the roadway of Coombs Creek Drive, to which no warranty is made hereunder, but all of which land is herein conveyed.

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
CITY DRAWING NUMBER 043D-12

EXHIBIT A

"Basis of Bearing is NAD 83 (NSRS2007) Texas State Plane North Central Zone 4202 as observed by GPS on Julian day 097 of 2011 from Western Data Systems network station "DUNP". Convergence angle at "DUNP" is +00 degrees 56 minutes 34.23759 seconds."

I, Colin J. Henry, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Survey correctly reflects the location of the property lines and other matters of record. This map is the result of an on-the-ground Survey, conducted by me or under my supervision, during the month of July, 2011, and substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1A, Condition II survey.

*Colin J. Henry* 8/1/2011

Colin J. Henry, R.P.L.S. Date  
Registered Professional Land Surveyor  
Texas Registration No. 5230  
Halff Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
214-346-6212



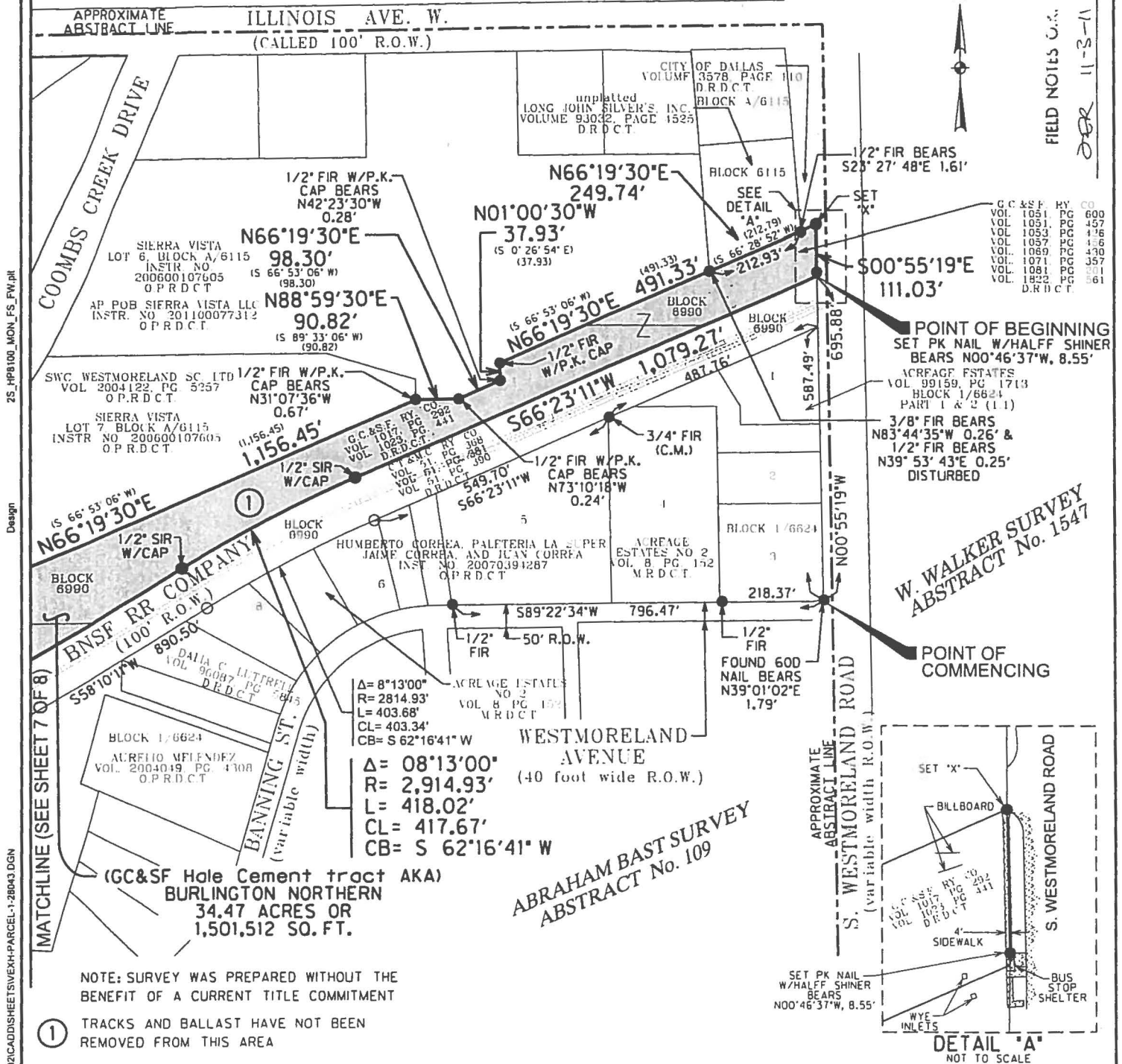
FIELD NOTES O.K.

EXHIBIT A

SCALE: 1"=300'



FIELD NOTES C.R.



NOTE: SURVEY WAS PREPARED WITHOUT THE  
BENEFIT OF A CURRENT TITLE COMMITMENT

- ① TRACKS AND BALLAST HAVE NOT BEEN  
REMOVED FROM THIS AREA

### LEGEND

|                     |  |
|---------------------|--|
| R.O.W.              | RIGHT-OF-WAY                                       |
| C.M.                | CONTROLLING MONUMENT                               |
| M.R.D.C.T.          | MAP RECORDS OF DALLAS COUNTY, TEXAS                |
| D.R.D.C.T.          | DEED RECORDS OF DALLAS COUNTY, TEXAS               |
| O.P.R.D.C.T.        | OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS    |
| INSTR. NO.          | INSTRUMENT NUMBER                                  |
| 1/2" FIR W/P.K. CAP | ONE HALF INCH FOUND IRON ROD WITH PACHECO KOCH CAP |
| F.I.R.              | FOUND IRON ROD                                     |
| F.I.P.              | FOUND IRON PIPE                                    |
| FCP                 | FENCE CORNER POST                                  |

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
043D-12



1201 N. BOWSER ROAD RICHARDSON, TEXAS 75081  
TELE. (214)346-6200 FAX (214)739-0095

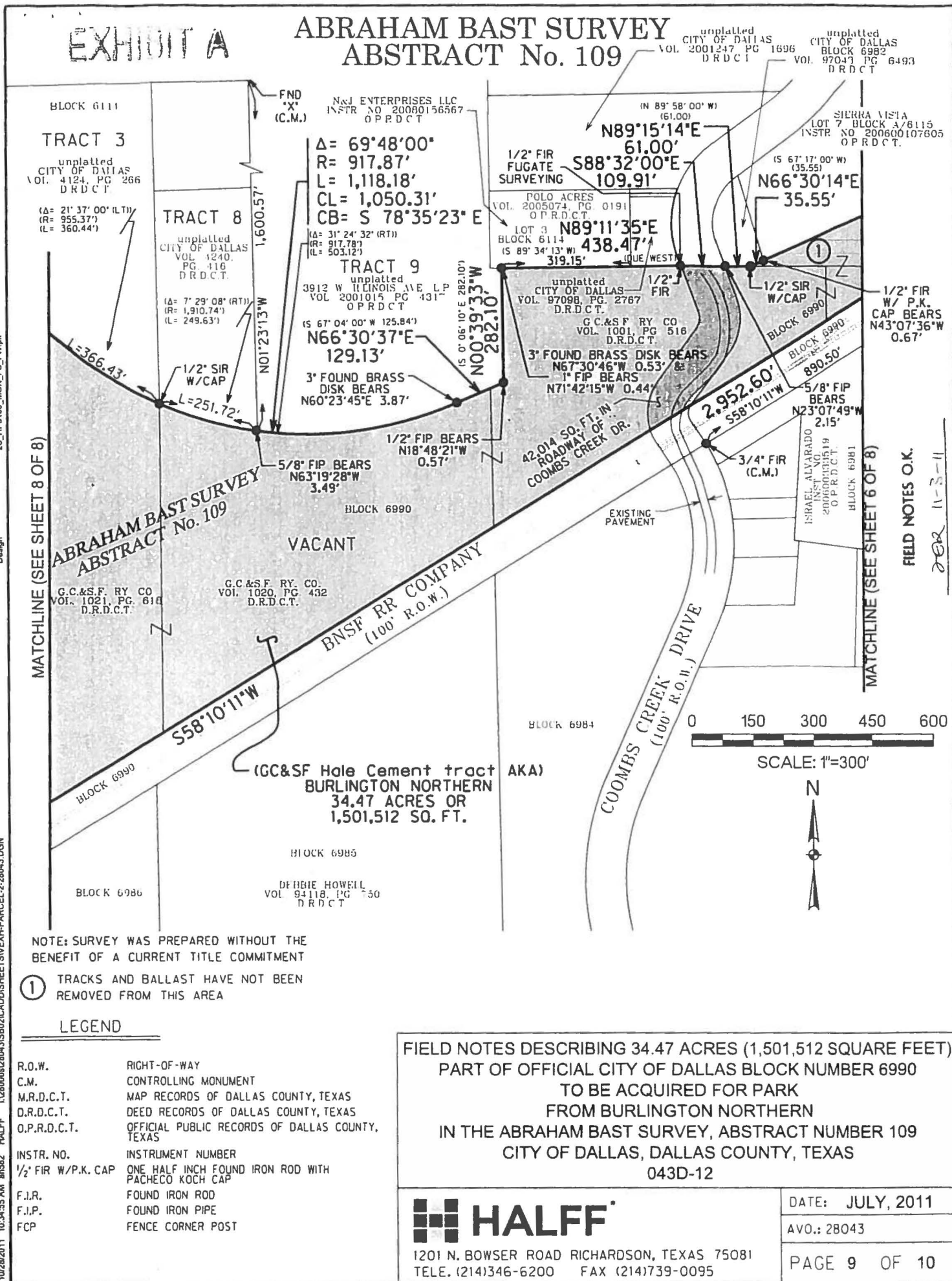
DATE: JULY, 2011

AVO.: 28043

PAGE 8 OF 10

unplatted  
CITY OF DALLAS  
BLOCK 6982  
OL. 97047 PG 6493  
DIRECT

07/28/2011 10:34:55 AM 00582 HALFF I:\28000s\28043\15802\CADD\SHEETS\EXH-PARCEL-2-28043.DGN





# ABRAHAM BAST SURVEY ABSTRACT No. 109

EXHIBIT A

0 150 300 450 600

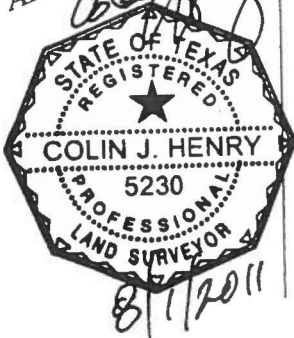
SCALE: 1"=300'



S. COCKRELL HILL ROAD  
(CALLED 100' R.O.W.)

APPROXIMATE  
ABSTRACT LINE

W. PEARSON SURVEY  
ABSTRACT No. 1127



NOTE: SURVEY WAS PREPARED WITHOUT THE  
BENEFIT OF A CURRENT TITLE COMMITMENT

## LEGEND

|                     |  |
|---------------------|--|
| R.O.W.              | RIGHT-OF-WAY                                       |
| C.M.                | CONTROLLING MONUMENT                               |
| M.R.D.C.T.          | MAP RECORDS OF DALLAS COUNTY, TEXAS                |
| D.R.D.C.T.          | DEED RECORDS OF DALLAS COUNTY, TEXAS               |
| O.P.R.D.C.T.        | OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS    |
| INSTR. NO.          | INSTRUMENT NUMBER                                  |
| 1/2" FIR W/P.K. CAP | ONE HALF INCH FOUND IRON ROD WITH PACHECO KOCH CAP |
| F.I.R.              | FOUND IRON ROD                                     |
| F.I.P.              | FOUND IRON PIPE                                    |
| FCP                 | FENCE CORNER POST                                  |

FIELD NOTES DESCRIBING 34.47 ACRES (1,501,512 SQUARE FEET)  
PART OF OFFICIAL CITY OF DALLAS BLOCK NUMBER 6990  
TO BE ACQUIRED FOR PARK  
FROM BURLINGTON NORTHERN  
IN THE ABRAHAM BAST SURVEY, ABSTRACT NUMBER 109  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
043D-12



1201 N. BOWSER ROAD RICHARDSON, TEXAS 75081  
TELE. (214)346-6200 FAX (214)739-0095

DATE: JULY, 2011

AVO.: 28043

PAGE 10 OF 10

BLOCK 6114

unplatted  
CITY OF DALLAS  
VOL. 4124, PG. 266  
D.R.D.C.T.

TRACT 3

1/2" FIR (C.M.)  
unplatted  
CITY OF DALLAS  
VOL. 75041, PG. 0427  
D.R.D.C.T.

VILLAGE GREEN NO. 2  
LOT 1, BLOCK A 6183  
VOL. 70239, PG. 1255  
D.R.D.C.T.

THE FIRST VILLAGE GREEN, INC.  
VOL. 97036, PG. 4156  
D.R.D.C.T.

$\Delta = 69^{\circ}48'00''$   
 $R = 917.87'$   
 $L = 1,118.18'$   
 $CL = 1,050.31'$   
 $CB = S 78^{\circ}35'23'' E$

$S 43^{\circ}15'42'' E$   
 $267.99'$

1/2" SIR W/CAP

100' DRAINAGE EASEMENT

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

1/2" SIR W/CAP

BLOCK 6990

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

VACANT

MATCHLINE (SEE SHEET 7 OF 8)  
FIELD NOTES O.K.

DEK 11-3-11

KRELL ROAD APARTMENTS  
LOT NO. 2007025039  
TRACT 1  
D.R.D.C.T.

WILAND ROAD VILLAGE  
LOT 1, BLOCK A 6183  
VOL. 70239, PG. 1255  
D.R.D.C.T.

BLOCK 2 6183

ABRAHAM BAST SURVEY  
ABSTRACT No. 109

WYOMING ST.

OWNER  
COCKRELL ROAD APTS. TP  
WESTERN PARK APTS  
VOL. 696, PG. 1448  
D.R.D.C.T.

BLOCK 1 6983

(GC&SF Hale Cement tract AKA)  
BURLINGTON NORTHERN  
34.47 ACRES OR  
1,501,512 SQ. FT.

1/2" FIR BEARS  
N52°29'56"W  
0.16' (C.M.)

N01°03'01"W  
790.97'

G.C. & S.F. RY. CO.  
VOL. 1021, PG. 818  
D.R.D.C.T.

(S 59°02'30" W)  
(137.00)  
S 58°07'59" W  
137.00

BLOCK 6990

1/2" FIR BEARS  
N01°59'51"E 0.22'





## Agenda Information Sheet

---

**File #:** 18-811

**Item #:** 27.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 9  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

A resolution authorizing the conveyance of a tract of land and Drainage Easement for a total of approximately 268 square feet of unimproved City-owned land to the State of Texas located near the intersection of Woodmeadow Parkway and La Prada Drive - Revenue: \$4,000.00

### **BACKGROUND**

This item authorizes the conveyance of a tract of land and Drainage Easement for a total of approximately 268 square feet of unimproved City-owned land to the State of Texas located near the intersection of Woodmeadow Parkway and La Prada Drive, for the redevelopment and improvement of Interstate Highway 635 Right-of-Way Project. The State of Texas is an entity with the power of eminent domain. The City may sell or exchange its property to a governmental entity that has the power of eminent domain without complying with the notice and bid requirements pursuant to Chapter 272 of the Local Government Code. The purchase price of \$4,000.00 is based on an independent appraisal.

This property will be conveyed with a reservation of all oil, gas and other minerals in and under the property.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

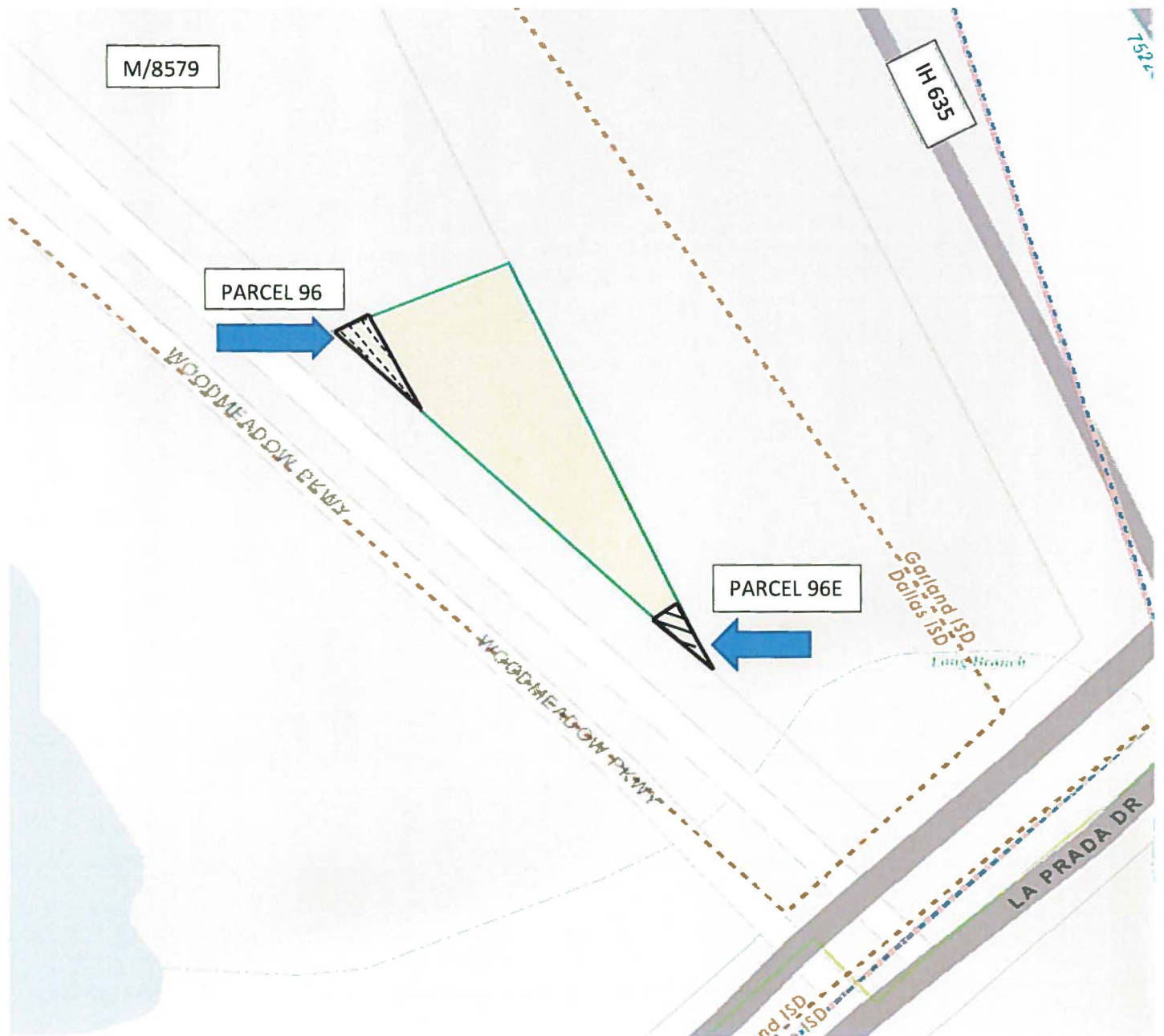
Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Revenue: \$4,000.00

**MAP**

Attached



**SURPLUS PROPERTY: 10600 WOODMEADOW PKWY**



Tract of Land (Parcel 96)



Drainage Easement (Parcel 96E)



December 12, 2018

**WHEREAS**, the City of Dallas ("City") is the owner of a tract of land containing approximately 268 square feet of land, being in Block M/8579, Dallas, Dallas County, Texas, (the "Property"), and is located near the intersection of Woodmeadow Parkway and La Prada Drive, which is no longer needed for municipal use; and

**WHEREAS**, the Texas Department of Transportation, a State of Texas agency, has the power of eminent domain and proposes to acquire said property at fair market value for a state highway project for Interstate Highway 635; and

**WHEREAS**, the City of Dallas may sell or exchange its property to a governmental entity that has the power of eminent domain, for fair market value as determined by an appraisal, without complying with the notice and bidding requirements for the sale of public lands provided for in Chapter 272, Section 272.001 of the Texas Local Government Code; and

**WHEREAS**, certain provisions of Section 2-24 of the Dallas City Code do not apply to the sale of land by the City of Dallas to other governmental entities as contemplated and authorized herein.

**Now, Therefore,**

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

**SECTION 1.** That upon receipt of **FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)** from the State of Texas, acting by and through the Texas Transportation Commission, the City Manager or designee is authorized to execute a Deed Without Warranty and a Drainage Easement to be attested by the City Secretary, approved as to form by the City Attorney, said Deed Without Warranty and Drainage Easement are subject to the conditions contained in Section 2.

**SECTION 2.** That the Deed Without Warranty and a Drainage Easement shall provide that the conveyance to the State of Texas, acting by and through the Texas Transportation Commission, ("**GRANTEE**") are subject to the following:

- (a) a restriction prohibiting the placement of industrialized housing on the property; and
- (b) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals; and
- (c) any visible and apparent easements and any encroachments whether of record or not; and

December 12, 2018

- (d) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases or other instruments of record and applicable to the property or any part thereof; and
- (e) to the maximum extent allowed by law, (i) **GRANTEE** is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) GRANTOR disclaims responsibility as to the accuracy or completeness of any information relating to the Property; (iii) **GRANTEE** assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders; and (iv) GRANTOR expressly disclaims and **GRANTEE** expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property; and
- (f) GRANTOR makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which **GRANTEE** may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. 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 lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any



December 12, 2018

substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations; and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal.

- (g) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

**SECTION 3.** That the sale proceeds shall be deposited into the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction Services-Real Estate Division shall be reimbursed for the cost of obtaining legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in the 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 8118.

**SECTION 4.** That if a title policy is desired by **GRANTEE**, same shall be at the expense of said **GRANTEE**.

**SECTION 5.** That the sale shall be subject to standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by **GRANTEE**.

**SECTION 6.** That the procedures required by Section 2-24 of the Dallas City Code that are not required by state law concerning the sale of unneeded real property are waived with respect to this tract of land.

**SECTION 7.** That this resolution is designated for City purposes as Contract No. DEV-2018-00006993.

**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.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO, Interim City Attorney

BY:   
Assistant City Attorney

# EXHIBIT A-TRACT 1

County: Dallas  
Highway: IH 635  
Parcel 96  
STA. 935+57.77 to STA. 936+36.89  
ROW CSJ: 2374-02-115

Page 1 of 5  
December 2017  
Revision No. 2-May 11, 2018

## Description for Parcel 96

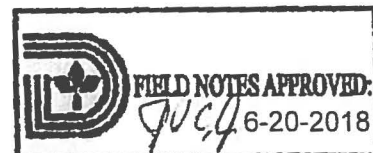
BEING 178 square feet of land situated in the Theophalus Thomas Survey, Abstract Number 1461, City of Dallas, Dallas County, Texas, being a part of a called 0.296 acre tract of land dedicated as Floodway Management Area on the plat of in Block M/8579 CREEKSIDE VILLAGE, an addition to the City of Dallas, Texas as recorded in Volume 82218, Page 1758 D.R.D.C.T., said 178 square feet (0.0041 of one acre) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch found iron rod with cap stamped "GSES, INC. RPLS 4804" (controlling monument) being at the point of reverse curvature of a circular curve to the right, having a radius of 635.98 feet, whose chord bears South 51 degrees 53 minutes 10 seconds East, a distance of 140.31 feet, and being on the existing northeasterly right-of-way line of Woodmeadow Parkway (variable width right-of-way, as dedicated to the City of Dallas, and shown on the plat of said Creekside Village) and the south line of Lot 4 of said CREEKSIDE VILLAGE;

THENCE Southeasterly, along said existing northeasterly right-of-way line of Woodmeadow Parkway and the south line of Lot 4 of said CREEKSIDE VILLAGE and along said circular curve to the right, through a central angle of 12 degrees 40 minutes 00 seconds, an arc length of 140.60 feet to a point for corner;

THENCE South 45 degrees 33 minutes 10 seconds East, continuing along the existing northeasterly right-of-way line of said Woodmeadow Parkway and the south line of said Lot 4, a distance of 1,065.42 feet to a 5/8-inch found iron rod with an unreadable cap (controlling monument) for the POINT OF BEGINNING at Station 935+57.77, 475.16 feet Right, having Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NAD83) 2011 Adjustment, Epoch 2010.00 surface coordinates of North=6,995,988.69 feet, East=2,541,064.91 feet, and being the common southwest corner of said Lot 4 and northwest corner of said called Floodway Management Area;

- 1) THENCE North 65 degrees 10 minutes 51 seconds East, departing the existing northeasterly right-of-way line of said Woodmeadow Parkway, and along the common line between the north line of said Floodway Management Area and the south line of said Lot 4, a distance of 6.55 feet to a 5/8-inch set iron rod with a pink plastic cap marked "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT", at Station 935+58.82, 468.67 feet Right, being on the new northeasterly right-of-way line of Woodmeadow Parkway (variable width right-of-way), and being on a circular curve to the right, not being tangent to the preceding course, having a radius of 843.00 feet, whose chord bears South 38 degrees 36 minutes 22 seconds East, a distance of 14.12 feet;

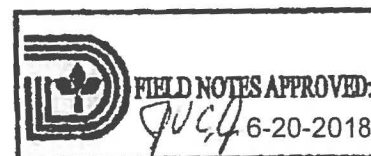


County: Dallas  
Highway: IH 635  
Parcel 96  
STA. 935+57.77 to STA. 936+36.89  
ROW CSJ: 2374-02-115

Page 2 of 5  
December 2017  
Revision No. 2-May 11, 2018

- 2) THENCE Southeasterly, departing said common line between the north line of said Floodway Management Area and the south line of said Lot 4, with the new northeasterly right-of-way line of said Woodmeadow Parkway, and along said circular curve to the right, through a central angle of 00 degrees 57 minutes 34 seconds, an arc length of 14.12 feet to a 5/8-inch set iron rod with a pink plastic cap marked "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT", at Station 935+74.81, 467.24 feet Right, for the point of reverse curvature of a circular curve to the left, having a radius of 558.00 feet, whose chord bears South 40 degrees 57 minutes 52 seconds East, a distance of 55.25 feet;\*\*
- 3) THENCE Southeasterly, continuing with the new northeasterly right-of-way line of said Woodmeadow Parkway, and along said circular curve to the left, through a central angle of 05 degrees 40 minutes 33 seconds, an arc length of 55.28 feet to a 5/8-inch set iron rod with a pink plastic cap marked "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT", at Station 936+36.89, 458.82 feet Right, for corner, being the point of intersection of the new northeasterly right-of-way line of said Woodmeadow Parkway and the existing northeasterly right-of-way line of said Woodmeadow Parkway;\*\*
- 4) THENCE North 45 degrees 33 minutes 10 seconds West, departing the new northeasterly right-of-way line of said Woodmeadow Parkway and along the existing northeasterly right-of-way line of said Woodmeadow Parkway, a distance of 71.41 feet to the POINT OF BEGINNING AND CONTAINING 178 square feet (0.0041 of one acre) of land, more or less.

\*\* The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.



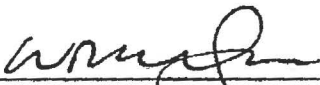
# EXHIBIT A-TRACT 1

County: Dallas  
Highway: IH 635  
Parcel 96  
STA. 935+57.77 to STA. 936+36.89  
ROW CSJ: 2374-02-115

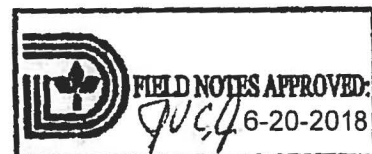
Page 3 of 5  
December 2017  
Revision No. 2-May 11, 2018

## NOTES:

1. Abstracting completed by Courthouse Research Specialist between May 2017 and October 2017.
2. Field surveys were performed between May 2017 and December 2017.
3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.000136506 (TxDOT Dallas County Scale Factor).
5. Project control was established by others and provided by TxDOT.
6. The Station and Offset information refers to the baselines described in the Project Schematic which received environmental clearance on 4/24/2017; Project Control-Section-Job: 2374-02-053
7. A survey plat of even date accompanies this legal description.

 05/11/2018  
W. R. Wolfram III, R.P.L.S. Date  
Texas Registration No. 6244

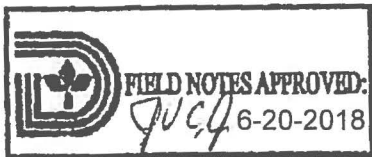
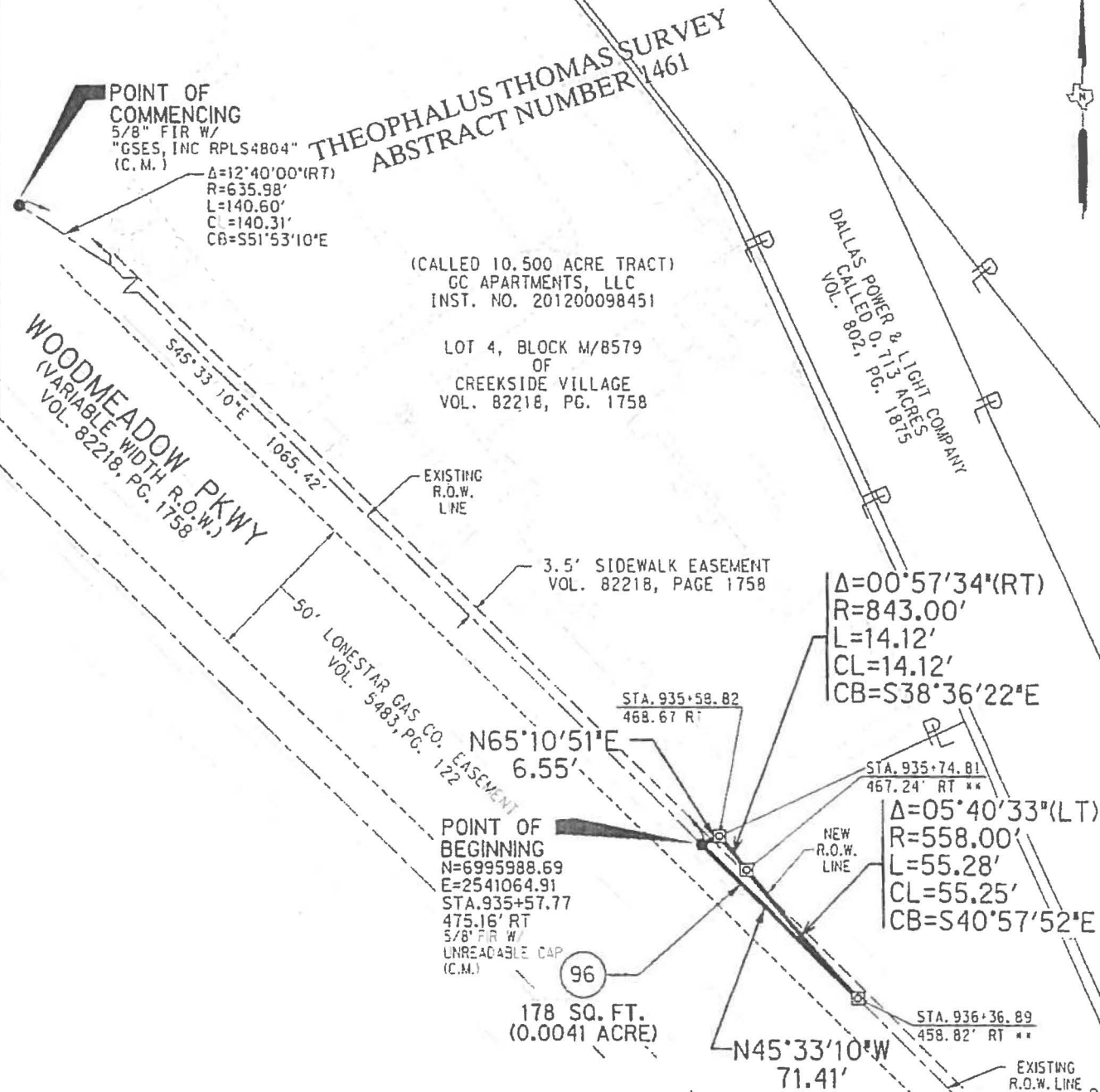
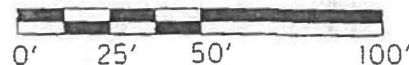
HALFF ASSOCIATES, INC.  
14800 St. Mary's Lane, Suite 160  
Houston, TEXAS 77079  
TEL (713) 588-2450  
TBPLS FIRM NO. 10029606



# EXHIBIT A-TRACT 1

PAGE 4 OF 5

GRAPHIC SCALE



A PLAT OF A SURVEY OF  
PARCEL 96  
FOR IH 635  
RIGHT OF WAY RCSJ: 2374-02-115  
178 SQ. FT. (0.0041 AC.)  
IN THE THEOPHALUS THOMAS SURVEY  
ABSTRACT NUMBER 1461  
CITY OF DALLAS,  
DALLAS COUNTY, TEXAS  
DECEMBER 2017

CALLLED 0.296 ACRES  
FLOODWAY MANAGEMENT AREA  
CREEKSIDE VILLAGE  
VOL. 82218, PAGE 1758

REVISION NO. 2 - MAY 11, 2018



**HALFF**

14800 ST. MARY'S LANE, SUITE 160  
HOUSTON, TEXAS 77079-2943  
TEL (713) 588-2450  
TBPLS REG# 10029606



EXHIBIT "A"  
PAGE 5 OF 5

NOT TO SCALE

- LEGEND**
- EXISTING RIGHT OF WAY LINE
  - RIGHT OF WAY DEED LINE
  - PARCEL BOUNDARY
  - NEW BASELINE
  - CONTIGUOUS OWNERSHIP PER DEEDS AND UNITY OF USE
  - PROPERTY LINE
  - NEW ACCESS DENIAL LINE
  - EXISTING ACCESS DENIAL LINE
  - SURVEY LINE
  - CITY LIMITS
  - EXISTING EASEMENT LINE
  - EXISTING EASEMENT LINE
  - NEW EASEMENT LINE
  - EXISTING VISIBLE IMPROVEMENTS
  - VOL. = VOLUME
  - P.C. = PAGE
  - CAB. = CABINET
  - FIR = FOUND IRON ROD
  - FIP = FOUND IRON PIPE
  - IC.M.I. = CONTROLLING MONUMENT
  - INST. NO. = INSTRUMENT NUMBER
  - MON. = MONUMENT
  - R.O.W. = RIGHT-OF-WAY
  - F.A.A. = FORMERLY KNOWN AS
  - 5/8-INCH SET IRON ROD WITH A P.W.K. PLASTIC CAP MARKED "TxDOT SURVEY MARKER RIGHT OF WAY MONUMENT"
  - STAMPED "TxDOT ACCESS DENIAL POINT"
  - △ = SET "X" (UNLESS NOTED)
  - = FOUND MONUMENT (AS NOTED)
  - = PARCEL NUMBER

POINT OF COMMENCING

WOODMEADOW PKWY  
(VARIABLE WIDTH R.O.W.)

EXISTING R.O.W. LINE

POINT OF BEGINNING

178 SQ. FT.  
(0.0041 ACRE)

NEW R.O.W. LINE

CALLLED 0.296 ACRES  
FLOODWAY MANAGEMENT AREA  
CREEKSIDE VILLAGE  
VOL. 82218, PAGE 1758

PARENT TRACT INSET

A PLAT OF A SURVEY OF  
PARCEL 96  
FOR IH 635  
RIGHT OF WAY RCSJ: 2374-02-115  
178 SQ. FT. (0.0041 AC.)  
IN THE THEOPHALUS THOMAS SURVEY  
ABSTRACT NUMBER 1461  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
DECEMBER 2017

PARCEL REMAINDER AREA

| PARENT TRACT AREA (PLAT)      | ACQUISITION AREA            | CALC. REMAINDER AREA (RIGHT) |
|-------------------------------|-----------------------------|------------------------------|
| 0.296 AC.<br>(12,894 SQ. FT.) | 0.0041 AC.<br>(178 SQ. FT.) | 0.2919 AC.<br>(12,716 FT.)   |

(PLAT) = PLAT CALLED

REVISION NO. 2 - MAY 11, 2018

Texas Department of Transportation  
© 2018

**HALFF**  
14800 ST. MARY'S LANE, SUITE 160  
HOUSTON, TEXAS 77079-2943  
TEL (713) 588-2450  
T8PLS REG# 10029506

County: Dallas  
Highway: IH 635  
Parcel 96 (E)  
STA. 938+23.40 to STA. 938+49.19  
ROW CSJ: 2374-02-115

Page 1 of 4  
December 2017  
Revision No. 1-May 25, 2018

Description for Parcel 96 (E)

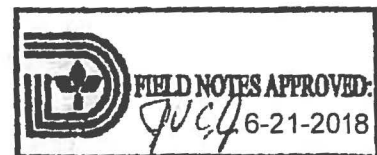
BEING 90 square feet of land situated in the Theophalus Thomas Survey, Abstract Number 1461, City of Dallas, Dallas County, Texas, being a part of a called 0.296 acre tract of land dedicated as Floodway Management Area on the plat of in Block M/8579 CREEKSIDE VILLAGE, an addition to the City of Dallas, Texas as recorded in Volume 82218, Page 1758 D.R.D.C.T., said 90 square feet (0.0021 of one acre) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch found iron rod with cap stamped "GSES, INC. RPLS 4804" (controlling monument) being at the point of reverse curvature of a circular curve to the right, having a radius of 635.98 feet, whose chord bears South 51 degrees 53 minutes 10 seconds East, a distance of 140.31 feet, and being on the existing northeasterly right-of-way line of Woodmeadow Parkway (variable width right-of-way as dedicated to the City of Dallas, and shown on the plat of said CREEKSIDE VILLAGE) and the south line of Lot 4 of said CREEKSIDE VILLAGE;

THENCE Southeasterly, along the existing northeasterly right-of-way line of said Woodmeadow Parkway and the south line of Lot 4 of said CREEKSIDE VILLAGE and along said circular curve to the right, through a central angle of 12 degrees 40 minutes 00 seconds, an arc length of 140.60 feet to an angle point on the south line of said Lot 4;

THENCE South 45 degrees 33 minutes 10 seconds East, continuing along the existing northeasterly right-of-way line of said Woodmeadow Creek passing at a distance of 1,065.42 feet a 5/8-inch found iron rod with an unreadable cap (controlling monument) for the south corner of Lot 4 of said CREEKSIDE VILLAGE and the northeast corner of said Floodway Management Area, continuing along the existing northeasterly right-of-way line of said Woodmeadow Creek, with the south line of said Floodway Management Area, in all, a total distance of 1,310.66 feet to a 5/8-inch set iron rod with a pink plastic cap marked "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT", at Station 938+26.06, 413.18 feet Right, for the POINT OF BEGINNING having Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NAD83) 2011 Adjustment, Epoch 2010.00 surface coordinates of North=6,995,816.96 feet, East=2,541,239.99 feet;

- 1) THENCE North 44 degrees 24 minutes 45 seconds East, departing the existing northeasterly right-of-way line of said Woodmeadow Parkway, over and across said Floodway Management Area, a distance of 8.30 feet to a 5/8-inch set iron rod with a pink plastic cap marked "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT", at Station 938+23.40, 405.23 feet Right, for corner on the common east line of said Floodway Management Area and the west line of a called 5.369 acre tract of land described in Warranty Deed to Dallas Power & Light Company as recorded in Volume 75129, Page 1142 D.R.D.C.T.;



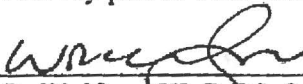
County: Dallas  
Highway: IH 635  
Parcel 96 (E)  
STA. 938+23.40 to STA. 938+49.19  
ROW CSJ: 2374-02-115

Page 2 of 4  
December 2017  
Revision No. 1-May 25, 2018

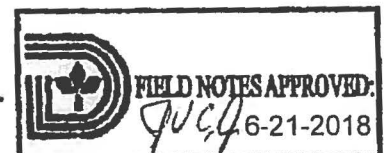
- 2) THENCE South 24 degrees 31 minytes 57 seconds East, with said common line between said Floodway Management Area and the west line of the called 5.369 acre tract, a distance of 23.13 feet to a 5/8-inch set iron rod with a pink plastic cap marked "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT", at Station 938+49.19, 406.94 feet Right on the existing northeasterly right-of-way line of said Woodmeadow Parkway;
- 3) THENCE North 45 degrees 33 minutes 10 seconds West, departing said common line between said Floodway Management Area and the west line of the called 5.369 acre tract, and along the existing northeasterly right-of-way line of said Woodmeadow Parkway, a distance of 21.59 feet to the POINT OF BEGINNING AND CONTAINING 90 square feet (0.0021 of one acre) of land, more or less.

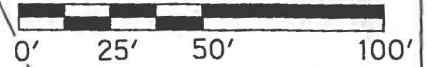
NOTES:

1. Abstracting completed by Courthouse Research Specialist between May 2017 and October 2017.
2. Field surveys were performed between May 2017 and December 2017.
3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.000136506 (TxDOT Dallas County Scale Factor).
5. Project control was established by others and provided by TxDOT.
6. The Station and Offset information refers to the baselines described in the Project Schematic which received environmental clearance on 4/24/2017; Project Control-Section-Job: 2374-02-053
7. A survey plat of even date accompanies this legal description.

 05/25/2018  
W. R. Wolfram III, R.P.L.S. Date  
Texas Registration No. 6244

HALFF ASSOCIATES, INC.  
14800 St. Mary's Lane, Suite 160  
Houston, TEXAS 77079  
TEL (713) 588-2450  
TBPLS FIRM NO. 10029606





**POINT OF COMMENCING**

5/8" FIR  
"GSES, INC RPLS4804"  
(C.M.)

Δ=12°40'00"(RT)  
R=635.98'  
L=140.60'  
CL=140.31'  
CB=S51°53'10"E

LOT4, BLOCK M/8579  
CREEKSIDE VILLAGE  
VOL. 82218, PAGE 1758

3.5' SIDEWALK EASEMENT  
VOL. 82218, PAGE 1758

5/8" FIR W/  
UNREADABLE CAP  
(C.M.)

CALLED 0.296 ACRES  
FLOODWAY MANAGEMENT AREA  
CREEKSIDE VILLAGE  
VOL. 82218, PAGE 1758

DALLAS POWER & LIGHT COMPANY  
VOL. 75129, PG. 1142  
CALLED 5.369 ACRES

**WOODMEADOW PKWY**  
LONESTAR GAS CO. EASEMENT  
VOL. 5483, PG. 122  
545°33'10"E  
1310.66'  
50' VARIABLE WIDTH  
(VOL. 82218, PG. 1758)  
EXISTING R.O.W. LINE

**THEOPHALUS THOMAS SURVEY**  
**ABSTRACT NUMBER 1461**

**POINT OF BEGINNING**

SEE  
DETAIL  
"A"

96(E)

90 SQ. FT.  
(0.0021 ACRE)

DETAIL "A"  
NOT TO SCALE

STA. 938+23.40  
405.23' RT

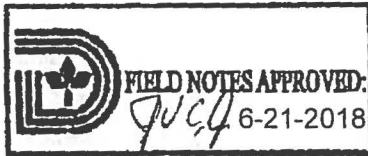
96(E)

**POINT OF BEGINNING**  
N=6995816.96  
E=2541239.99  
STA. 938+26.06  
413.18' RT

STA. 938+49.19  
406.94' RT

EXISTING  
R.O.W. LINE

**A PLAT OF A SURVEY OF  
PARCEL 96(E)  
FOR IH 635  
RIGHT OF WAY RCSJ: 2374-02-115  
90 SQ. FT. (0.0021 AC.)  
IN THE THEOPHALUS THOMAS SURVEY  
ABSTRACT NUMBER 1461  
CITY OF DALLAS,  
DALLAS COUNTY, TEXAS  
DECEMBER 2017**



**LINE TABLE**

| LINE NO. | BEARING     | LENGTH |
|----------|-------------|--------|
| L1       | N44°24'45"E | 8.30'  |
| L2       | S24°31'57"E | 23.13' |
| L3       | N45°33'10"W | 21.59' |

REVISION NO. 1--MAY 25, 2018

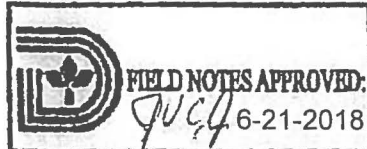


**HALFF**

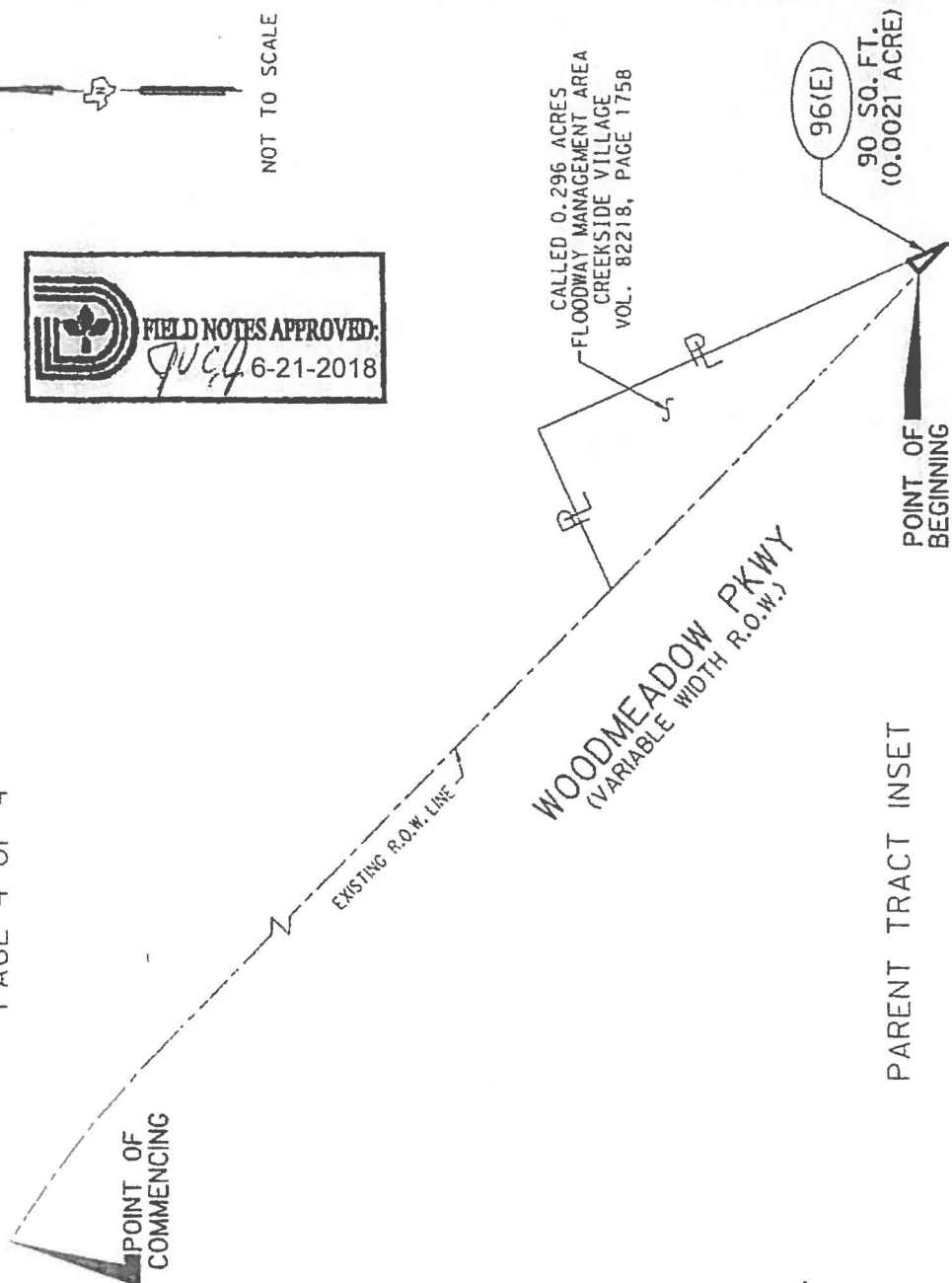
14800 ST. MARY'S LANE, SUITE 160  
HOUSTON, TEXAS 77079-2943  
TEL (713) 588-2450  
TBPLS REG# 10029606

6/20/2018 4:31:24 PM TXDOT W:\HOU\320006\32185\CADD\Sheet\HOU\237402115\_96(E)\_P01.dgn

EXHIBIT "A"  
PAGE 4 OF 4



NOT TO SCALE



PARENT TRACT INSET

A PLAT OF A SURVEY OF  
PARCEL 96(E)  
FOR IH 635  
RIGHT OF WAY RCSJ: 2374-02-115  
90 SQ. FT. (0.0021 AC.)  
IN THE THEOPHILUS THOMAS SURVEY  
ABSTRACT NUMBER 1461  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
DECEMBER 2017

REVISION NO. 1--MAY 25, 2018

Texas Department of Transportation  
2018

**HALFF**  
14600 ST. MARY'S LANE, SUITE 160  
HOUSTON, TEXAS 77079-2943  
TEL (713) 588-2450  
TBPLS REG# 10029606

- LEGEND**
- EXISTING RIGHT OF WAY LINE
  - RIGHT OF WAY DEED LINE
  - PARCEL BOUNDARY
  - NEW BASELINE
  - CONTIGUOUS OWNERSHIP PER DEEDS AND UNITY OF USE
  - PROPERTY LINE
  - NEW ACCESS DENIAL LINE
  - EXISTING ACCESS DENIAL LINE
  - SURVEY LINE
  - CITY LIMITS
  - EXISTING EASEMENT LINE
  - EXISTING EASEMENT LINE
  - NEW EASEMENT LINE
  - EXISTING VISIBLE IMPROVEMENTS
  - VOL. = VOLUME
  - PG. = PAGE
  - CAB. = CABINET
  - FR = FOUND IRON ROD
  - FP = FOUND IRON PIPE
  - ICM = CONTROLLING MONUMENT
  - INST. NO. = INSTRUMENT NUMBER
  - MON. = MONUMENT
  - R.O.W. = RIGHT-OF-WAY
  - F.A.A. = FORMERLY KNOWN AS
  - 5/8-INCH SET IRON ROD WITH A PINK PLASTIC CAP MARKED "TODOT SURVEY MARKER RIGHT OF WAY MONUMENT"
  - 5/8-INCH SET IRON ROD WITH AN ALUMINUM CAP STAMPED "TODOT ACCESS DENIAL POINT"
  - SET "X" (UNLESS NOTED)
  - FOUND MONUMENT (AS NOTED)
  - PARCEL NUMBER

- GENERAL NOTES:**
1. INSTRUMENT COMPLETED BY COURTHOUSE RESEARCH SPECIALIST BETWEEN 2017 AND EARLY 2017.
  2. FIELD SURVEYS WERE PERFORMED BETWEEN MAY 2017 AND SEPTEMBER 2017.
  3. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), TODOT VIRTUAL REFERENCE SYSTEM (VRS) NETWORK.
  4. ALL COORDINATES AND DISTANCES ARE US SURVEY FEET, DISPLAYED IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000135506 (TODOT DALLAS COUNTY SCALE FACTOR).
  5. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TODOT.
  6. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC WHICH RECEIVED ENVIRONMENTAL CLEARANCE ON 4/24/2017; PROJECT CONTROL SECTION-JOB# 2374-01-137.
  7. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.
  8. VOLUME & PAGES AND INSTRUMENT NUMBERS SHOWN HEREON ARE REFERENCED TO THE DALLAS COUNTY CLERK'S RECORDS.

PARCEL REMAINDER AREA

| PARENT TRACT AREA (PLAT)      | ACQUISITION AREA           | CALC. REMAINDER AREA (RIGHT)   |
|-------------------------------|----------------------------|--------------------------------|
| 0.296 AC.<br>(12,894 SQ. FT.) | 0.0021 AC.<br>(90 SQ. FT.) | 0.2960 AC.<br>(12,894 SQ. FT.) |





## Agenda Information Sheet

**File #:** 18-635

**Item #:** 28.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

An ordinance granting renewal of a revocable license to 7-Eleven, Inc., for the use of approximately 11 square feet of aerial space to maintain and utilize an existing blade sign over a portion of Akard Street right-of-way near its intersection with Patterson Street - Revenue: \$1,000.00 annually, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item grants renewal of a revocable license to 7-Eleven, Inc., for the use of approximately 11 square feet of aerial space to maintain and utilize an existing blade sign over a portion of Akard Street right-of-way near its intersection with Patterson Street. This ordinance renews the rights previously granted by Ordinance No. 28986. 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)**

On May 22, 2013, City Council authorized a revocable license to 7-Eleven, Inc. for the use of approximately 11 square feet of aerial space to install and maintain one projecting attached blade sign over a portion of Akard Street located near its intersection with Patterson Street by Resolution No. 13-0846; Ordinance No. 28986.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Revenue: \$1,000.00 annually, plus the \$20.00 ordinance publication fee

**OWNER**

**7-Eleven, Inc.**

Joseph M. Depinto, President

**MAP**

Attached



This product is for informational purposes only 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.



LICENSE AREA

**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting renewal of a revocable license to 7-Eleven, Inc. to occupy, maintain and utilize a portion of Akard Street right-of-way located near the intersection of Akard and Patterson Streets adjacent to City Block A/230 within the limits hereinafter more fully described, for the purpose of maintaining and utilizing an existing blade sign; providing for the terms and conditions of this license; providing for the annual 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**

**WHEREAS**, on May 22, 2013, the City Council of the City of Dallas passed Ordinance No. 28986, thereby granting 7-Eleven, Inc. the right, privilege and franchise to utilize a portion of Akard Street right-of-way for the maintenance and use of one projecting attached blade sign; and

**WHEREAS**, the rights granted by said ordinance have expired; and

**WHEREAS**, 7-Eleven, Inc. has requested renewal of the rights granted by said ordinance; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that a license should be granted to 7-Eleven, Inc. to continue to use this public property for said purpose, subject to the conditions hereinafter more fully set out.

**Now, Therefore,**

**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 7-Eleven, Inc., 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 two (2) years, unless sooner terminated according to other terms and provisions herein contained.

**SECTION 3.** That for and in monetary consideration of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** annually for the license herein granted, following the effective date of ordinance, 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 **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2019. Such consideration 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 (60) days of the due date, the Director of Sustainable Development and Construction, or his designee, may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the City Financial Officer of the City of Dallas and deposited in the 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 Sustainable Development and Construction of the City of Dallas: maintaining and utilizing an existing blade sign.

**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 duly 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 (60) days written notice of its intention to

cancel. In the event of either termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove any improvements and encroachments from the licensed area 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 Sustainable Development and Construction.

**SECTION 7.** That the license is subject to the following conditions, terms and reservations:

- (a) **GRANTEE** must maintain the right-of-way in order to facilitate City of Dallas Fire and Rescue emergency response. A height clearance of a minimum of twelve (12 feet) is required for emergency equipment.

**SECTION 8.** That upon the effectiveness of this ordinance, the Director of Development Services, 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 Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of 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 Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restrictions and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting, the licensed area, a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Sustainable Development and Construction within ten (10) 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 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 Sustainable Development and Construction, or designee. Upon receipt of the fee for the year 2019, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one (1) year after its passage.

**SECTION 12.** That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005984.

**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:  
CHRISTOPHER J. CASO,  
Interim City Attorney

BY: \_\_\_\_\_

Assistant City Attorney

KRIS SWECKARD, Director  
Department of Sustainable Development and  
Construction

BY: \_\_\_\_\_

Assistant Director

Passed \_\_\_\_\_.

**AERIAL LICENSE AGREEMENT  
BETWEEN THE ELEVATIONS OF 477.76 FEET AND 483.26 FEET MEAN SEA LEVEL  
A PORTION OF AKARD STREET  
ADJACENT TO CITY BLOCK A/230**

BEING 11 square feet of land situated in the John Grigsoy Survey, Abstract No. 495, being a portion of Akard Street (a 60' Right-of-Way), adjacent to Lot 1, Block A/230, Akard Walk Addition, an Addition in the City of Dallas, Texas according to the Plat thereof recorded in Instrument No. 200900129236, Official Public Records, Dallas County, Texas and adjacent to that certain tract of land conveyed to Akard Walk Commercial, LLC by Special Warranty Deed recorded in Instrument No. 20080256880, Official Public Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a cross found at the East end of a corner clip at the intersection of the Southeast Right-of-Way line of San Jacinto Street (a 48.25' Right-of-Way) with the Southwest Right-of-Way line of Akard Street (a 60' Right-of-Way), and being at the Northeast corner of Lot 2 of said Block A/230, Akard Walk Addition;

THENCE: South 14 degrees 00 minutes 00 seconds East, along the Southwest Right-of-Way line of said Akard Street and the Northeast line of said Lot 2, Block A/230, at a distance of 108.25 feet passing the Southeast corner of said Lot 2 and the Northeast corner of said Lot 1, Block A/230, continuing along the Southwest Right-of-Way line of Akard Street and Northeast line of said Lot 1, a total distance of 146.90 feet to a point for corner and being the POINT OF BEGINNING,

THENCE: North 76 degrees 00 minutes 00 seconds East, departing the Southwest Right-of-Way line of said Akard Street and the Northeast line of said Lot 1, Block A/230, a distance of 5.50 feet to a point for corner;



THENCE: South 14 degrees 00 minutes 00 seconds East, parallel to the Southwest Right-of-Way line of said Akard Street and the Northeast line of said Lot 1, Block A/230, a distance of 2.00 feet to a point for corner;

THENCE: South 76 degrees 00 minutes 00 seconds West, a distance of 5.50 feet to a point for corner in the Southwest Right-of-Way line of said Akard Street and the Northeast line of said Lot 1, Block A/230;

THENCE: North 14 degrees 00 minutes 00 seconds West, along the Southwest Right-of-Way line of Akard Street and the Northeast line of said Lot 1, Block A/230, a distance of 2.00 feet to the POINT OF BEGINNING and containing 11 square feet of land, more or less.


June 11, 2012

Revised: June 22, 2012

  
  
 J. L. LANE  
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 2509

**BASIS OF BEARINGS:**

The Southwest Right-of-Way line of Akard Street by Plat recorded in Inst. No. 200900129236, O.P.R.D.C.T. S 14° 00' 00" E.

|  |  |
|--|--|
| (For SPRG use only)  |  |
| Reviewed By:  |  |
| Date: 06.18.2012   |  |
| SPRG NO.: 2125   |  |



**AERIAL LICENSE AGREEMENT**  
 BETWEEN THE ELEVATIONS OF 477.76 FEET AND 483.26 FEET MEAN SEA LEVEL  
 A PORTION OF AKARD STREET  
 ADJACENT TO CITY BLOCK A/230

(For SPRG use only)

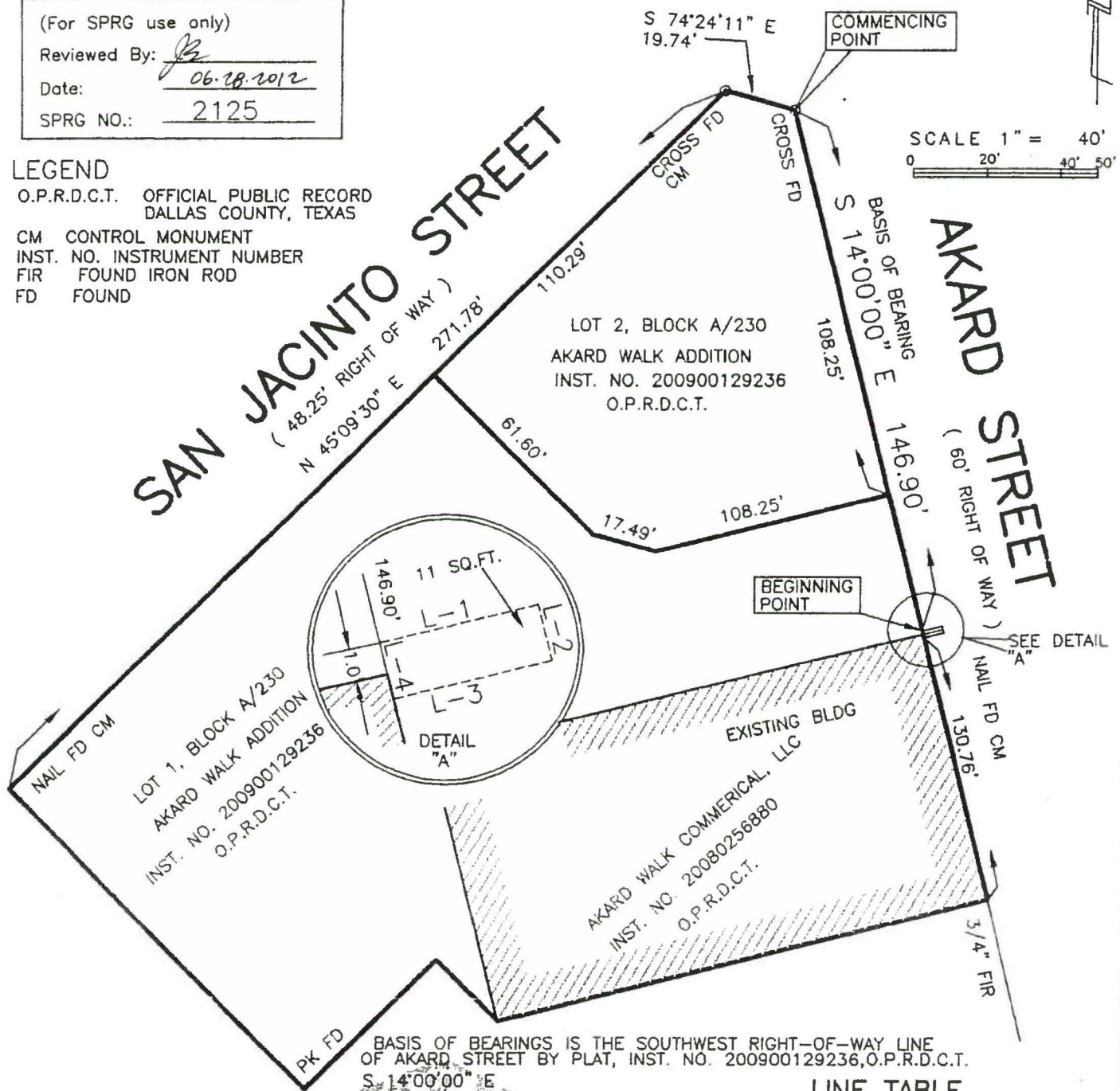
Reviewed By: *[Signature]*Date: 06.28.2012SPRG NO.: 2125**LEGEND**O.P.R.D.C.T. OFFICIAL PUBLIC RECORD  
DALLAS COUNTY, TEXAS

CM CONTROL MONUMENT

INST. NO. INSTRUMENT NUMBER

FIR FOUND IRON ROD

FD FOUND

SCALE 1" = 40'  
0 20' 40' 50'

LANE'S SOUTHWEST SURVEYING INC.  
 2717 MOTLEY DR. SUIT B  
 MESQUITE, TEXAS 75150  
 PH 972-681-4442  
 EMAIL - JLT@EARTHINK.NET



| LINE TABLE |               |       |  |
|------------|---------------|-------|--|
| L-1        | N 76°00'00" E | 5.50' |  |
| L-2        | S 14°00'00" E | 2.00' |  |
| L-3        | S 76°00'00" W | 5.50' |  |
| L-4        | N 14°00'00" W | 2.00' |  |

PAGE 2 OF 2

J.L. LANE RPLS 2509

JUNE 11, 2012

REVISED JUNE 22, 2012

FILE W04901...JL

**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 Information Sheet

---

**File #:** 18-634

**Item #:** 29.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

An ordinance granting renewal of a revocable license to 7-Eleven, Inc., for the use of approximately 36 square feet of aerial space to maintain and utilize an existing blade sign over a portion of Commerce Street near its intersection with Harwood Street - Revenue: \$1,000.00 annually, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item grants renewal of a revocable license to 7-Eleven, Inc., for the use of approximately 36 square feet of aerial space to maintain and utilize an existing blade sign over a portion of Commerce Street right-of-way near its intersection with Harwood Street. This renews the rights previously granted by Ordinance No. 28242. 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)**

On June 22, 2011, City Council authorized a revocable license to 7-Eleven, Inc. for the use of approximately 36 square feet of aerial space to install and maintain one projecting attached blade sign over a portion of Commerce Street located near its intersection with Harwood Street by Resolution No. 11-1723; Ordinance No. 28242.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Revenue: \$1,000.00 annually, plus the \$20.00 ordinance publication fee

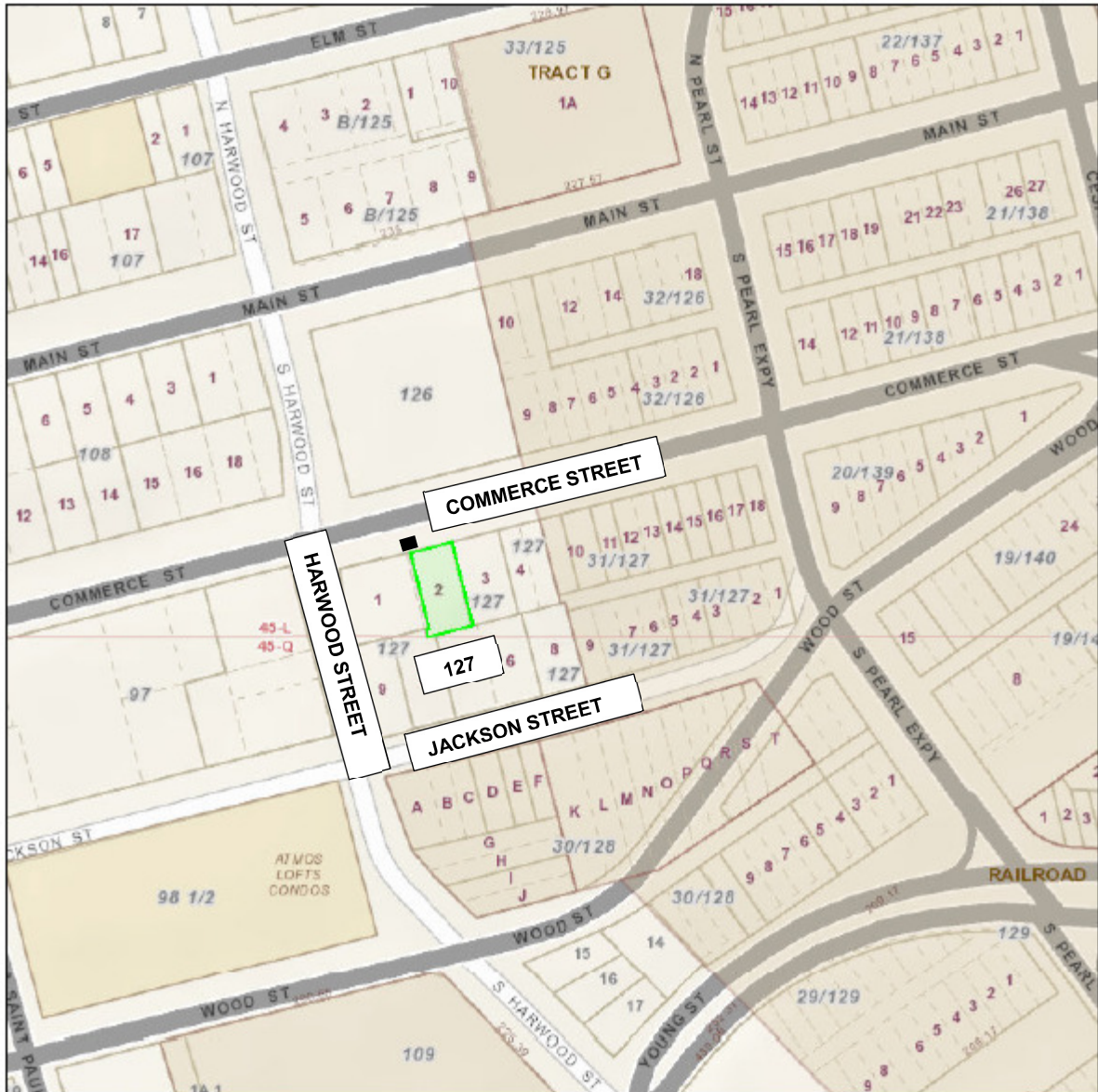
**OWNER**

**7-Eleven, Inc.**

Joseph M. Depinto, President

**MAP**

Attached



This product is for informational purposes only 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.



LICENSE AREA

**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting renewal of a revocable license to 7-Eleven, Inc. to occupy, maintain and utilize a portion of Commerce Street right-of-way located near the intersection of Commerce and Harwood Streets adjacent to City Block 127 within the limits hereinafter more fully described, for the purpose of maintaining and utilizing an existing blade sign; providing for the terms and conditions of this license; providing for the annual 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**

**WHEREAS**, on June 22, 2011, the City Council of the City of Dallas passed Ordinance No. 28242 thereby granting 7-Eleven, Inc. the right, privilege and franchise to utilize Commerce Street right-of-way for the maintenance and use of one projecting attached blade sign; and

**WHEREAS**, the rights granted by said ordinance have expired; and

**WHEREAS**, 7-Eleven, Inc. has requested renewal of the rights granted by said ordinance; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that a license should be granted to 7-Eleven, Inc. to continue to use this public property for said purpose, subject to the conditions hereinafter more fully set out.

**Now, Therefore,**

**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 7-Eleven, Inc., 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 two (2) years, unless sooner terminated according to other terms and provisions herein contained.



**SECTION 3.** That for and in monetary consideration of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** annually for the license herein granted, following the effective date of ordinance, 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 **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2019. Such consideration 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 (60) days of the due date, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the City 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: maintaining and utilizing an existing blade sign.

**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 duly 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 (60) days written notice of its intention to

cancel. In the event of either termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove any improvements and encroachments from the licensed area 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 maintain the right-of-way in order to facilitate City of Dallas Fire and Rescue emergency response. A height clearance of a minimum of twelve (12) feet is required for the emergency equipment.

**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 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, restrictions and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, 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 (10) 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 fee for the year 2019, 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 (1) year after its passage.

**SECTION 12.** That this ordinance is also designated for City purposes as Contract No. DEV- 2018-00005985.

**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:  
CHRISTOPHER J. CASO,  
Interim City Attorney

KRIS SWECKARD, Director  
Department of Sustainable Development and  
Construction

BY: \_\_\_\_\_

Assistant City Attorney

BY: \_\_\_\_\_

Assistant Director

Passed \_\_\_\_\_.



# **LICENSE AGREEMENT**

COMMERCE STREET  
BETWEEN THE ELEVATIONS OF 466 FT. AND  
472 FT. MEAN SEA LEVEL OR BETWEEN  
9 FT. AND 15 FT. AT  
NORTHWEST CORNER OF PROPERTY  
ADJACENT TO BLOCK 127  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

# **EXHIBIT-A**

Being 36 square feet in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas and in Commerce Street (a called 78.7 foot right-of-way) adjacent to City Block 127, in the James Bentley's Subdivision, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume AA, Page 213, Deed Records, Dallas County, Texas, and being adjacent to that certain tract of land conveyed by Special Warranty Deed to ASC-Harcom Investments, LLC, by deed recorded in Volume 2004018, Page 6576, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at an 'X' cut found for the northwest corner of that certain tract of land conveyed to Allright Parking System, Inc., by deed recorded in Volume 5938, Page 506, said Deed Records, same being the southeast intersection of the south right-of-way line of said Commerce Street (a 78.67 right-of-way) with the east right-of-way line of Harwood Street (a called 60 foot right-of-way);

THENCE North 76 deg. 00 min. 00 sec. East, along the common line of said Allright Parking System tract, and the south right-of-way line of said Commerce Street, a distance of 83.97 feet to a point for the northeast corner of said Allright Parking System tract, same being the northwest corner of aforesaid ASC-Harcom Investments tract, same being the POINT OF BEGINNING;

THENCE through the interior of said Commerce Street as follows:

North 14 deg. 00 min. 00 sec. West, a distance of 6.00 feet to a point for corner;

North 76 deg. 00 min. 00 sec. East, a distance of 6.00 feet to a point for corner;

South 14 deg. 00 min. 00 sec. East, a distance of 6.00 feet to a point for corner, said point being in the south right-of-way line of said Commerce Street, same being in the north line of said ASC-Harcom Investments tract;

THENCE South 76 deg. 00 min. 00 sec. West, along the common line of said ASC-Harcom Investments tract, and the south right-of-way line of said Commerce Street, a distance of 6.00 feet to the POINT OF BEGINNING and containing 36 square feet of computed land.

A survey plat of even survey date herewith accompanies this description.

A legal description of even survey date herewith accompanies this plat of survey.

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.

\*BEARINGS ARE BASED ON THE NORTH LINE (NORTH 76 DEG. 00 MIN. 00 SEC. EAST) OF THAT CERTAIN TRACT OF LAND TO ASC-HARCOM INVESTMENT, LLC, BY DEED THEREOF RECORDED IN VOLUME 2004018, PAGE 6576, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS.\*

(for SPRG use only)

Reviewed By: DBF

Date: 03.11.2011

SPRG NO: 2005

PAGE 1 OF 2

JOB NO. P-4675

**PEISER SURVEYING CO.**  
**www.peisersurveying.com**

DATE: 09/13/2010

REV: 02/14/2011

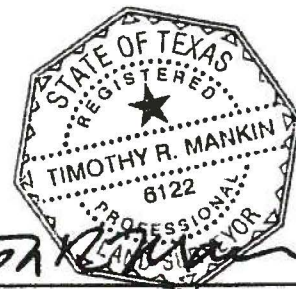
SCALE: N.T.S.

DRAWN BY: T.R.M.

623 E. DALLAS DRIVE  
GRAPEVINE, TX 76051  
817-481-1806 (O)  
817-481-1809 (F)



Member Since 1977



TIMOTHY R. MANKIN  
Registered Professional Land Surveyor No. 6122



**COMMERCIAL** : **RESIDENTIAL**  
**BOUNDARIES** : **TOPOGRAPHY**  
**MORTGAGE**

# EXHIBIT A

## LICENSE AGREEMENT

COMMERCE STREET  
BETWEEN THE ELEVATIONS OF 466 FT. AND  
472 FT. MEAN SEA LEVEL OR BETWEEN  
9 FT. AND 15 FT. AT  
NORTHWEST CORNER OF PROPERTY  
ADJACENT TO BLOCK 127  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

\*BEARINGS ARE BASED ON THE NORTH LINE (NORTH 76 DEG. 00  
MIN. 00 SEC. EAST) OF THAT CERTAIN TRACT OF LAND TO  
ASC-HARCOM INVESTMENT, LLC, BY DEED THEREOF RECORDED IN  
VOLUME 2004018, PAGE 6576, OF THE OFFICIAL PUBLIC RECORDS OF  
DALLAS COUNTY, TEXAS.\*

**COMMERCE STREET**  
(A CALLED 78.67' RIGHT-OF-WAY)

36 SQ. FT.  
.0008 ACRES

N76°00'00"E  
6.00'

S14°00'00"E  
16.00'

N14°00'00"W  
6.00'

N76°00'00"E 83.97'

P.O.C.

'X' CUT FND.  
CONTROLLING  
MONUMENT

BUILDING CORNER BEARS  
N11°45'58"W 0.88'

JAMES BENTLEY'S  
SUBDIVISION  
VOL. AA, PG. 213  
DRDCT

ALLRIGHT PARKING SYSTEM, INC.  
VOL. 5938, PG. 506  
DRDCT

ASC-HARCOM  
INVESTMENTS, LLC  
VOL. 2004018, PG. 6576  
DRDCT

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

LEGEND  
IRF - Iron Rod Found  
DRDCT - Deed Records of  
Dallas County Texas

A legal description of even survey date herewith accompanies this  
plat of survey.

undersigned, Registered Professional Land Surveyor, hereby  
certifies that this plat of survey accurately sets out the metes and  
bounds of the easement tract described.

(for SPRG use only)

Reviewed By: *DRF*  
Date: *05-11-2011*  
SPRG NO: 2005

PAGE 2 OF 2

**PEISER SURVEYING CO.**  
[www.peisersurveying.com](http://www.peisersurveying.com)



Texas  
Society of  
Professional  
Surveyors

COMMERCIAL • RESIDENTIAL  
BOUNDARIES • TOPOGRAPHY  
MORTGAGE

Member Since 1977

623 E. DALLAS DRIVE  
GRAPEVINE, TX 76051  
817-481-1806 (O)  
817-481-1809 (F)



TIMOTHY R. MANKIN  
Registered Professional Land Surveyor No. 6122

N76°00'00"E  
3.80'

N14°00'00"W  
10.00'

S76°00'00"W 160.00'

BLOCK 127

N13°53'31"W 90.00'



**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 Information Sheet

---

**File #:** 18-626

**Item #:** 30.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

An ordinance abandoning portions of Matilda Street to Lincoln LAG Ltd., the abutting owner, containing a total of approximately 17,212 square feet of land located near the intersection of Matilda Street and Lovers Lane; and authorizing the quitclaim; and providing for the dedication of approximately 8,702 square feet of land needed for a water easement - Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item authorizes the abandonment of portions of Matilda Street to Lincoln LAG Ltd., the abutting owner. The area will be included with the property of the abutting owner to expand parking for HEB Central Market grocery store. The owner will dedicate approximately 8,702 square feet of land needed for a water easement. Pursuant to a Development Agreement, the abandonment fee is offset by future performance of Pedestrian Trail, Hike and Bike and necessary Park Improvements.

Notices were sent to 68 property owners within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee



**OWNER**

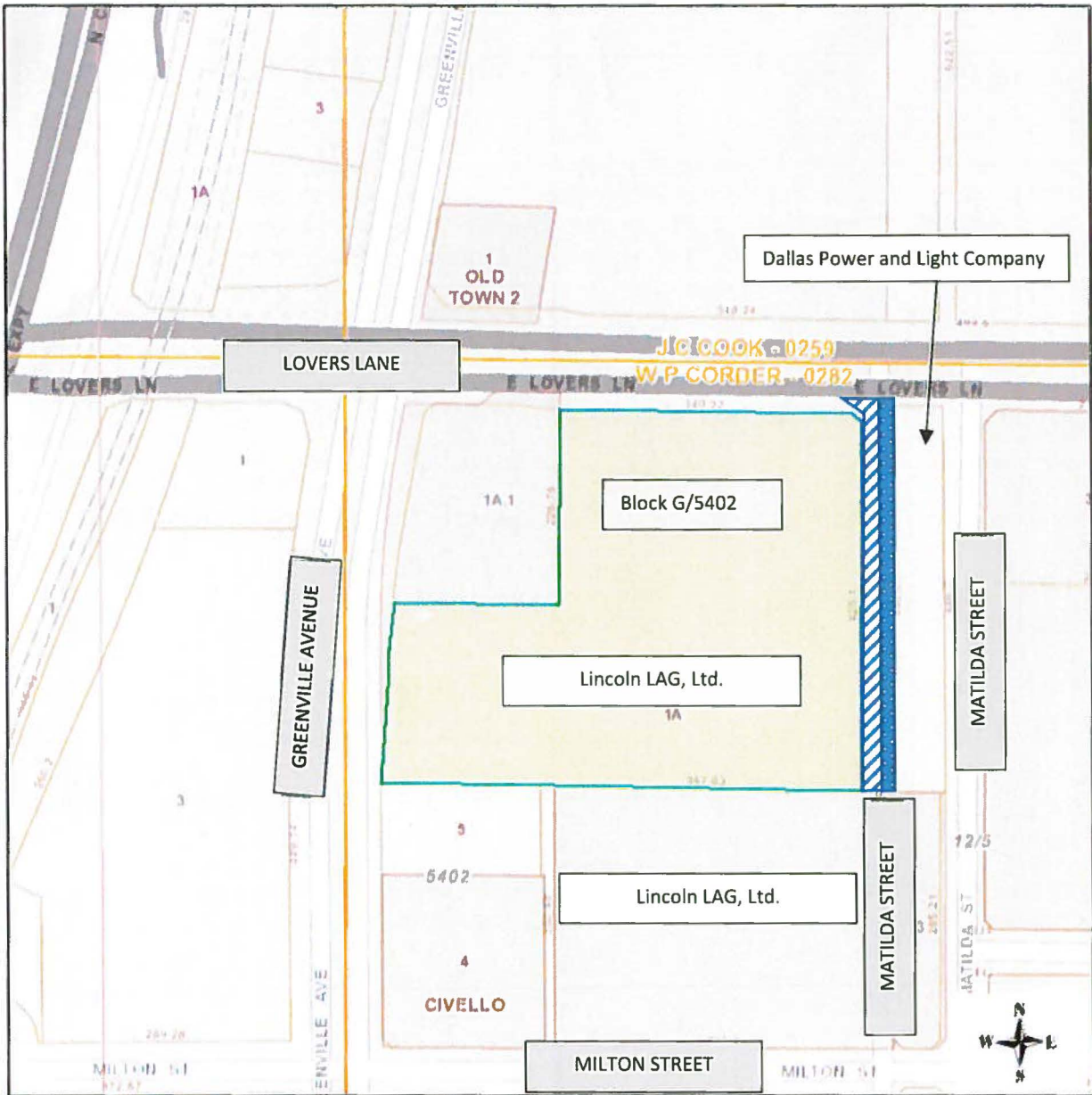
**Lincoln LAG, Ltd.**

Akard Ervay, Inc., General Partner

William C. Duvall, President

**MAP**

Attached



Abandonment Area:



Dedication Area:  
(Water Easement)



**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment of a portion of Matilda Street and street corner clip located adjacent to City Block G/5402 in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to Lincoln LAG Ltd.; 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 Lincoln LAG Ltd., a Texas limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter, the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portion of Matilda Street and street corner clip are 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, conditions and reverter hereinafter more fully set forth.

**Now, Therefore,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the tracts 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 reverter and the conditions and future effective date hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of 1) a **FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$5,400.00)** processing fee as required under 2-26.2(g)(1) of the Dallas City Code and 2) the sum of **THREE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED TWO AND NO/100 DOLLARS (\$363,402.00)** which shall be due, owing and paid by **GRANTEE**, only upon default or nonperformance of Section 11, and the further consideration described in Sections 8, 9, 10, 11, 12 and 14, the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, the reverter, 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 tracts of land hereinabove described in Exhibit A. Provided however, that if **GRANTEE**, its successors and assigns, fails to file a final replat of the adjoining properties as required in Section 10 of this ordinance by the earlier of (i) the date applicable pursuant to the requirements of the Dallas Development Code Chapter 51A-8.403(a)(4)(D) which provides in pertinent part, as may be amended:

“(D) Except as provided in this subparagraph, a preliminary plat approved by the commission expires five years after the commission action date approving the plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005. An approved minor plat, amending plat (minor), or an administrative plat expires two years after the commission action date approving the plat or within two years after the date of the subdivision administrator’s action letter approving the administrative plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005”;

or (ii) the date that is the sixth anniversary of the passage of this ordinance; THEN this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **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**.

**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 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**, 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 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 areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas 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 areas 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 as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of the tracts of land quitclaimed herein as part of **GRANTEE's** adjoining property within 18 months of the effective date of this ordinance. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area and the dedicated property are located, after its approval by the City Plan Commission of the City of Dallas. Failure to record a final replat in accordance with the term of this section shall render this ordinance null and void and of no further effect. Further, the final replat shall be recorded in the official real property records of the county in which the abandoned area is located before a certified copy of this ordinance shall be delivered to **GRANTEE**.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, the City of Dallas shall retain air rights commencing at 40 feet above ground level beginning at an elevation of 612.1 above mean sea level and extending to an elevation of 652.1 above mean sea level over the abandonment area described in Exhibit A. **GRANTEE** shall be prohibited from building a structure that extends beyond the height of air rights being retained by the City. Failure to comply with the terms of this section shall render this ordinance null and void and no further effect.

**SECTION 11.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- (a) Execute a Development Agreement (hereinafter referred to as "Agreement") with the City for the Matilda Trail to construct, maintain a pedestrian trail, hike and bike trail and park improvements pursuant to the instrument substantially in the form described in Exhibit D, attached hereto and made a part hereof for all purposes, approved as to form by the City Attorney and in accordance with the plans and specifications approved by the Director of Dallas Park and Recreation Department.
- (b) Construct and complete the improvements per the Agreement within 24 months from the date of commencement of construction. **GRANTEE** has 18 months from the date of execution of the agreement to commence construction. Failure to complete the pedestrian trail, hike and bike trail and park improvements as required under the Agreement shall reinstate the original abandonment fee of \$363,402.00 which amount shall constitute a lien on tracts of land described in Exhibit A until such time as performance due under the Agreement is completed.
- (c) Obtain approval of plans and specifications from the Director of the Department of Sustainable Development regarding any proposed site lighting improvements within the area described in Exhibit A.

Failure to satisfy the terms in this Section 11 shall render this ordinance null and void and of no further effect.

**SECTION 12.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey to the City of Dallas a water easement, within 180 days of the effective date of this ordinance, in, under, through, across and along certain properties located in City Blocks G/5402 and 12/5406 as part consideration for the property herein abandoned by the City of Dallas and QUITCLAIMED to **GRANTEE**. Said property to be conveyed shall be acceptable to the Director of Department of Sustainable Development and Construction of the City of Dallas and contain approximately 8,702 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit C. Failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

**SECTION 13.** That at such time as the instrument described in Section 12 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 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**, its 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. 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 filing of the final replat set forth

in Section 9, and completion of the dedication set forth in Section 12, 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, subject to a reverter interest, 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 ordinance is also designated for City purposes as Contract No. DEV-2016-00000108.

**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:  
CHRISTOPHER J. CASO,  
Interim City Attorney

KRIS SWECKARD, Director  
Department of Sustainable Development and  
Construction

BY: B. M. E. H.  
Assistant City Attorney

BY: Linda Williams  
SOK Assistant Director

Passed \_\_\_\_\_.



# EXHIBIT A-TRACT 1

## STREET EASEMENT ABANDONMENT MATILDA STREET ADJACENT TO BLOCK G/5402 WILLIAM P. CARDER SURVEY, ABSTRACT NO. 282 CITY OF DALLAS, DALLAS COUNTY, TEXAS

**BEING** a 17,162 square feet (0.394 acre) tract of land situated in the William P. Carder Survey, Abstract No. 282, City of Dallas, Dallas County, Texas, and being a portion of a Street Easement, called Matilda Street, as created in Volume 5149, Page 0314 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) located between the east line of Lot 1A, Block G/5402 of Lincoln L.A.G., an Addition to the City of Dallas, Texas, according to the Map or Plat thereof recorded in Volume 2002023, Page 00035, D.R.D.C.T. and a tract of land conveyed to Dallas Power & Light Company as recorded in Volume 3188, Page 0618, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch "RLG" capped iron rod found for an inner ell corner of said Lot 1A, Block G/5402, same being the southeast corner of a called 4.4957 acre tract of land conveyed to Lincoln LAG, Ltd. as evidenced in a Special Warranty Deed recorded in Volume 2002019, Page 00046, D.R.D.C.T., the northeast corner of a called "Tract 1" (2.457 acres) conveyed to Lincoln LAG, Ltd., as evidenced in a Special Warranty Deed with Vendor's Lien recorded in Instrument Number 201400120831 of the Official Public Records of Dallas County, Texas, and the northwest corner of a portion of Matilda Street as described in an Abandonment, with easements retained, by City of Dallas Ordinance No. 24702, also being the northwest corner of a called "Tract 2" (0.263 acre) of the aforementioned deed recorded in Instrument Number 201400120831, said iron rod also being on the west right-of-way line of Matilda Street as described in said Volume 5149, Page 0314;

**THENCE** North 00°02'20" West, along the east line of said Lot 1A, Block G/5402 and the west right-of-way line of said Matilda Street, passing at a distance of 425.10 feet, a 1/2-inch "RLG" capped iron rod found for the southerly corner of a 10' x 10' corner clip right-of-way dedication as depicted on said Lincoln L.A.G. addition, continuing along the east line of said corner clip right-of-way dedication for a total distance of 435.10 feet to an "X" cut set for the northeast corner of said corner clip right-of-way dedication, same being on the south right-of-way line of Lovers Lane (a 100' wide public right-of-way);

**THENCE** South 89°16'00" East, departing the northeast corner of said corner clip right-of-way dedication, along the extension of the north line of said Lot 1A and crossing said Matilda Street, a distance of 40.00 feet to an "X" cut set for corner on the east line of said Matilda Street, from said corner, a found "X" cut bears North 05°25' West, 1.50 feet, said corner also being on the west line of aforesaid Dallas Power & Light Company tract;

**THENCE** South 00°06'28" West, along the east right-of-way line of said Matilda Street and the west line of said Dallas Power & Light Company tract, a distance of 435.10 feet to an "X" cut set for corner same being the northeast corner of the Matilda Street Abandonment as described in said City Ordinance No. 24702, from said corner, a found "X" cut bears North 02°57' East, 1.45 feet;

**THENCE** North 89°15'00" West, along the northerly line of said Lot 1A, Block G/5402, the north line of said "Tract 2" and the north line of said Matilda Street Abandonment, a distance of 38.89 feet to the **POINT OF BEGINNING** and containing 17,162 square feet (0.394 of an acre) of land, more or less.

### NOTE:

Bearing system of this survey is based on the monumented east line of Lot 1A, Block G/5402, Lincoln L.A.G. addition, recorded in Volume 2002023, Page 00035, Deed Records, Dallas County, Texas, said bearing being South 00°02'20" East.



(for SPRG use only)

Reviewed By: JS  
Date: 01.13.2015  
SPRG NO: 3152

# Kimley»Horn

5750 Genesis Court, Suite 200  
Frisco, Texas 75034

Firm No. 10193822

Tel. No. (972) 335-3580  
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| NONE  | MBM      | DAB        | 09/29/2014 | 063319026   | 1 OF 2    |

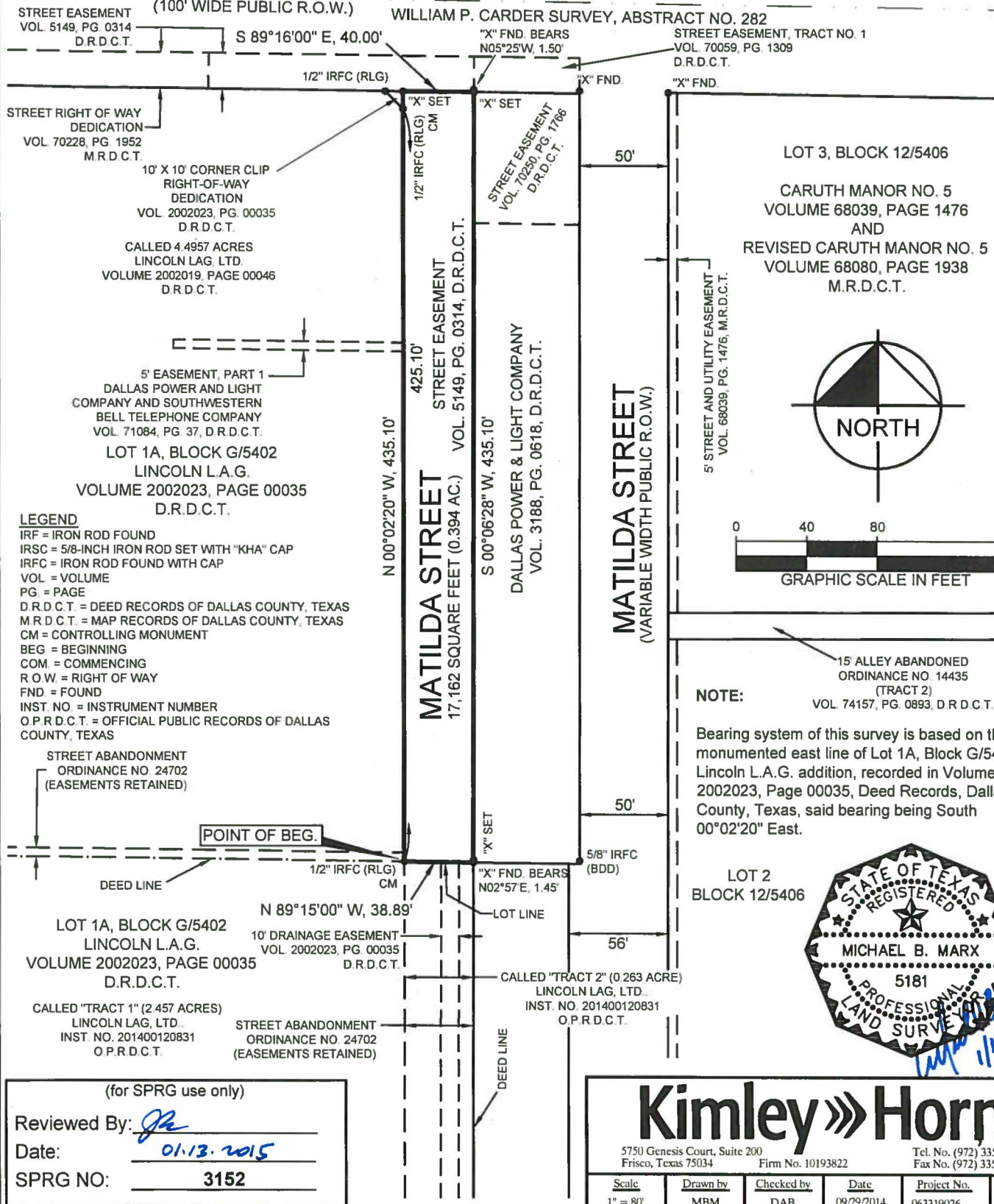


**STREET EASEMENT ABANDONMENT  
MATILDA STREET  
ADJACENT TO BLOCK G/5402  
WILLIAM P. CARDER SURVEY, ABSTRACT NO. 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**LOVERS LANE**

JOHN C. COOK SURVEY, ABSTRACT NO. 259

WILLIAM P. CARDER SURVEY, ABSTRACT NO. 282

STREET EASEMENT, TRACT NO. 1  
VOL. 70059, PG. 1309  
D.R.D.C.T.

## EXHIBIT A-TRACT 2

STREET RIGHT-OF-WAY ABANDONMENT  
MATILDA STREET  
ADJACENT TO BLOCK G/5402  
W. P. CARDER SURVEY, ABSTRACT 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

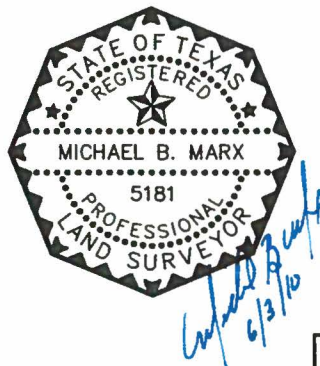
**BEING** a 50 square feet (0.001 acre) tract of land situated in the William P. Carder Survey, Abstract No. 282, City of Dallas, Dallas County, Texas, and being all of a 10' X 10' Cornerclip Right-of-Way dedication as depicted on the final plat of Lot 1A, Block G/5402 of Lincoln L.A.G. Addition, an Addition to the City of Dallas, Texas, according to the Map or Plat thereof recorded in Volume 2002023, Page 0035, Deed Records of Dallas County, Texas (D.R.D.C.T.), and formerly being a portion of a called 4.4957 acre tract of land, conveyed to Lincoln LAG, Ltd. as evidenced in a Special Warranty Deed recorded in Volume 2002019, Page 0046, D.R.D.C.T, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch "RLG" capped iron rod found for the most northerly, northeast corner of said Lot 1A, same being the northwest corner of said 10' x 10' Cornerclip Right-of-Way dedication, said corner also being on the north line of said 4.4957 acre tract and the south right-of-way line of Lovers Lane, a variable width right-of-way, as described in a Street Easement recorded in Volume 5149, Page 0314, D.R.D.C.T.;

**THENCE** South 89°16'00" East, along the north line of said 10' x 10' Cornerclip Right-of-Way dedication, the former north line of said 4.4957 acre tract and the south right-of-way line of said Lovers Lane, a distance of 10.00 feet to an "X" cut set for the northeast corner of said 10' x 10' Cornerclip Right-of-Way dedication and said 4.4957 acre tract, same being the intersection of the south right-of-way line of said Lovers Lane with the west right-of-way line of Matilda Street, a variable width right-of-way, as described in said Volume 5149, Page 0314;

**THENCE** South 00°02'20" East, along the east line of said 10' x 10' Cornerclip Right-of-Way dedication, the former east line of said 4.4957 acre tract and the west right-of-way line of said Matilda Street, a distance of 10.00 feet to a 1/2-inch "RLG" capped iron rod found for the southeast corner of said 10' x 10' Cornerclip Right-of-Way dedication, same being the most easterly, northeast corner of aforesaid Lot 1A;

**THENCE** North 44°39'10" West, departing the west line of said Matilda Street and the east line of said 4.4957 acre tract, along the southwest line of said 10' x 10' Cornerclip Right-of-Way dedication and along the easterly line of said Lot 1A, a distance of 14.24 feet to the **POINT OF BEGINNING** and containing 50 square feet (0.001 of an acre) of land, more or less.



**NOTE:**

Bearing system of this survey is based on the monumented east line of Lot 1A, Block G/5402, Lincoln L.A.G. Addition, recorded in Volume 2002023, Page 0035, Deed Records, Dallas County, Texas, said bearing being South 00°02'20" East.

(for SPRG use only)

Reviewed By: *MB*  
Date: 06.03.2010  
SPRG NO: 1888



**Kimley-Horn  
and Associates, Inc.**

12700 Park Central Drive, Suite 1800  
Dallas, Texas 75251

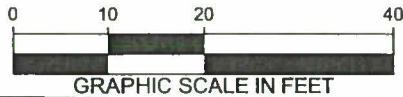
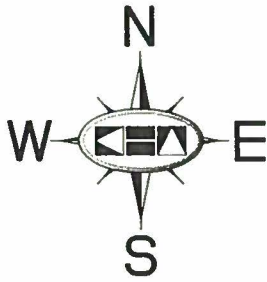
Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| NONE  | MBM      | DAB        | 03/17/2010 | 063319026   | 1 OF 2    |

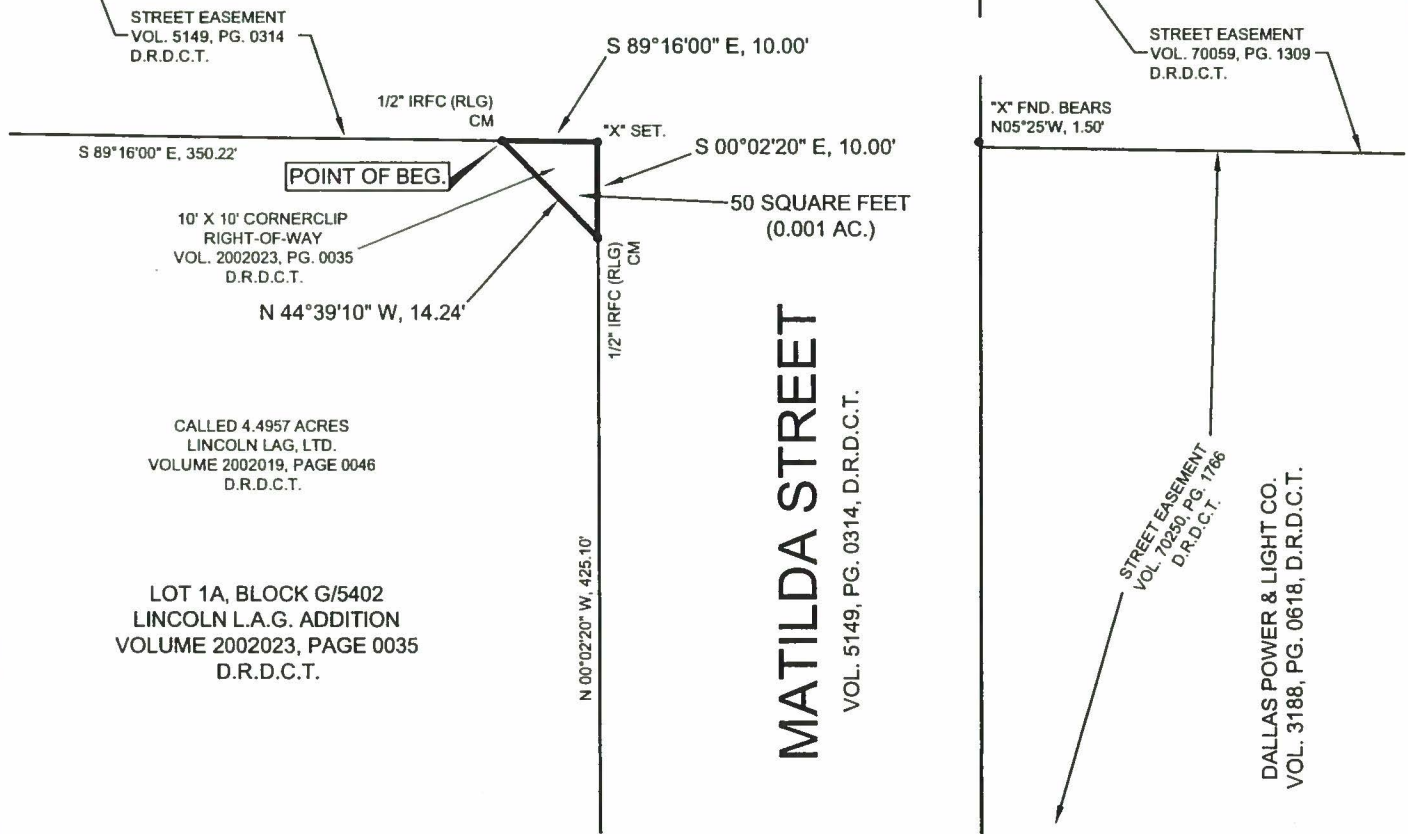


# EXHIBIT A-TRACT 2

## STREET RIGHT-OF-WAY ABANDONMENT MATILDA STREET ADJACENT TO BLOCK G/5402 W. P. CARDER SURVEY, ABSTRACT 282 CITY OF DALLAS, DALLAS COUNTY, TEXAS

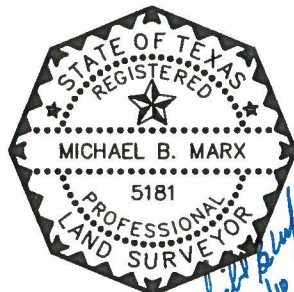


(VARIABLE WIDTH R.O.W.)  
**LOVERS LANE**



### LEGEND

IRF = IRON ROD FOUND  
IRSC = 5/8-INCH IRON ROD SET WITH "KHA" CAP  
IRFC = 5/8-INCH IRON ROD FOUND WITH CAP  
ESMT. = EASEMENT  
VOL. = VOLUME  
PG. = PAGE  
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS  
C.M. = CONTROLLING MONUMENT



### NOTE:

Bearing system of this survey is based on the monumented east line of Lot 1A, Block G/5402, Lincoln L.A.G. Addition, recorded in Volume 2002023, Page 0035, Deed Records, Dallas County, Texas, said bearing being South 00°02'20" East.

(for SPRG use only)

Reviewed By: [Signature]  
Date: 06.03.2010  
SPRG NO: 1888



12700 Park Central Drive, Suite 1800  
Dallas, Texas 75251

**Kimley-Horn  
and Associates, Inc.**

Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

| Scale    | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|----------|----------|------------|------------|-------------|-----------|
| 1" = 20' | MBM      | DAB        | 03/17/2010 | 063319026   | 2 OF 2    |

# 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.

**20' WATER EASEMENT  
MATILDA STREET  
BETWEEN BLOCK G/5402 AND BLOCK 12/5406  
W.P. CARDER SURVEY, ABSTRACT NO. 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Being a 8,702 square foot (0.1998 acres) tract of land situated in the W. P. Carder Survey, Abstract No. 282, City of Dallas, Dallas County, Texas, being part of Matilda Street, a variable width street easement conveyed to the City of Dallas by deed recorded in Volume 5149, Page 314, Deed Records, Dallas County, Texas, between block G/5402 and Block 12/5406, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod with yellow plastic cap stamped "RLG INC" found for the northeast interior ell corner of Lot 1A, Block G/5402, Lincoln L.A.G. Addition, an addition to the City of Dallas according to the plat recorded in Volume 2002023, Page 35, Deed Records, Dallas County, Texas, said rod being the southwest corner of said Matilda Street (street easement), the southeast corner of a 4.4957 acre tract of land conveyed to Lincoln LAG, Ltd. by Special Warranty Deed recorded in Volume 2002019, Page 46, Deed Records, Dallas County, Texas, the northeast corner of Tract 1 and the northwest corner of Tract 2 as conveyed to Lincoln LAG, Ltd. by Special Warranty Deed recorded in Instrument No. 201400120831, Official Public Records, Dallas County, Texas;

**THENCE** North 00° 02' 20" West, along the east line of said Lot 1A and the west line of said Matilda Street (street easement), passing at a distance of 425.10 feet a 1/2" iron rod with yellow plastic cap stamped "RLG INC" found for the southerly northeast corner said Lot 1A and the south corner of a right-of-way dedication recorded in Volume 2002023, Page 35, Deed Records, Dallas County, Texas, continuing along the east line of said right-of-way dedication a total distance of 435.10 feet to a MAG nail found for the northeast corner of said right-of-way dedication at the ell corner of said street easement;

**THENCE** South 89° 16' 00" East, along the eastward projection of the north line of said Lot 1A and the south line of said street easement, a distance of 20.00' to a chiseled "X" in concrete set for corner, said corner being the **POINT OF BEGINNING**;

**THENCE** South 89° 16' 00" East, continuing along the eastward projection of the north line of said Lot 1A and the south line of said street easement for a total distance of 20.00' to a chiseled "X" in concrete set on the east line of said street easement and the west line of a tract of land (Tract 2) conveyed to Dallas Power & Light by deed recorded in Volume 3188, Page 618, Deed Records, Dallas County, Texas, being the northwest corner of a street easement recorded in Volume 70250, page 1766, Deed Records, Dallas County, Texas and the southwest corner of a street easement recorded in Volume 70059, page 1309, Deed Records, Dallas County, Texas;

**THENCE** South 00° 06' 08" West, along the west line of said Dallas Power & Light tract and the east line of said Matilda Street (street easement), a distance of 435.09 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the southeast corner of said Matilda Street (street easement) and in a north line of said Lot 1A, from which a PK nail found for the most easterly northeast corner of said Lot 1A bears South 89° 15' 00" East, a distance of 54.00 feet;

(For SPRG use only)

Reviewed By: G.S.

Date: 11-2-18

SPRG NO.: 4670



20' WATER EASEMENT  
MATILDA STREET  
BETWEEN BLOCK G/5402 AND BLOCK 12/5406  
W.P. CARDER SURVEY, ABSTRACT NO. 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

**THENCE** North 89° 15' 00" West, along the north line of said Lot 1A and the south terminus of said Matilda Street (street easement), a distance of 20.00 feet to a chiseled "X" in concrete set for corner;

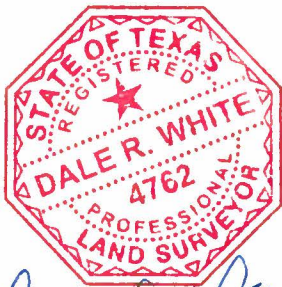
**THENCE** North 00°06'08" East, departing the north line of said Lot 1A and the south terminus said Matilda Street (street easement) a distance of 435.09 feet to the **POINT OF BEGINNING** and containing 8,702 square feet or 0.1998 acres, more or less.

Basis of Bearings: The east line of said Lot 1A, Block G/5402, Lincoln L.A.G. Addition (S 00° 02' 20" E) as shown on plat of Lot 1A, Block G/5402, Lincoln L.A.G. Addition, recorded in Volume 2002023, Page 35, Deed Records, Dallas County, Texas.

  
Dale R. White R.P.L.S. No. 4762  
10/04/2018



|                     |                |
|---------------------|----------------|
| (For SPRG use only) |                |
| Reviewed By:        | <u>G.S.</u>    |
| Date:               | <u>11-2-18</u> |
| SPRG NO.:           | <u>4670</u>    |



(For SPRG use only)  
Reviewed By: G.S.  
Date: 11-2-18  
SPRG NO.: 4670

*BETWEEN BLOCK G/5402 & BLOCK 12/5406  
W. P. CARDER SURVEY, ABSTRACT NO. 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS*

|                |              |                 |                |              |         |
|----------------|--------------|-----------------|----------------|--------------|---------|
| SCALE 1" = 40' |              | DATE 10/04/2018 |                | SHEET 3 OF 4 |         |
| JOB NO.        | 1711.049.002 | E-FILE          | 1711.049.002ex | DWG NO.      | 26,792X |

RIGHT-OF-WAY DEDICATION  
INST. NO. 201200234753  
D.R.D.C.T.

STREET EASEMENT  
VOL. 5149, PG. 314  
D.R.D.C.T.

STREET EASEMENT  
VOL. 70059, PG. 1309  
D.R.D.C.T.

S89°16'00"E  
RIGHT-OF-WAY DEDICATION  
VOL. 2002023, PG. 35  
D.R.D.C.T.

N44°39'10"W  
14.24'  
YCIRF  
"RLG INC"  
(CM)

S89°16'00"E  
60.00'

STREET EASEMENT  
VOL. 70250, PG. 1766  
D.R.D.C.T.

VOL. 68039, PG. 1476  
VOL. 68080, PG. 1938  
D.R.D.C.T.

INST. NO. 201500180889  
O.P.R.D.C.T.

LOT 3A, BLOCK 12/5406  
LOVERS TRADITION PHASE 2

W. P. CARDER SURVEY, ABSTRACT 282  
435.11'  
DA STREET  
GHT-OF-WAY)  
OCK 12/5406  
DITION, PHASE 2

DALLAS POWER  
& LIGHT CO.  
TRACT 2  
VOL. 3188, PG. 618  
D.R.D.C.T.

LOT 1A, BLOCK G/5402  
LINCOLN L.A.G. ADDITION  
VOL. 2002023, PG. 35  
D.R.D.C.T.

LINCOLN LAG, LTD.  
VOL. 2002019, PG.  
46  
D.R.D.C.T.  
(4.4957 ACRES)

DP&L, SWBT EASEMENT  
VOL. 71084, PG. 37  
D.R.D.C.T.

WATER EASEMENT  
8,702 SQ. FT.  
0.1998 ACRES

MATILDA STREET

(VARIABLE WIDTH STREET EASEMENT)  
VOL. 5149, PG. 314, D.R.D.C.T.

425.10'  
N00°02'20"W 435.10'  
(BASIS OF BEARINGS)

N00'06'08" F 4350

M. 80.90.005

500°06'08"W 435.11'

08 W 435.11  
**MATILDA STREET**  
(50' RIGHT-OF-WAY)

$$1 \text{ inch} = 40 \text{ ft.}$$

|              |       |   |
|--------------|-------|---|
| =====        | ..... | WATER EASEMENT LINE   |
| =====        | ..... | PLAT LINE   |
| =====        | ..... | DEED LINE   |
| -----        | ..... | EASEMENT LINE   |
| YCIRS        | ..... | 1/2" IRON ROD WITH<br>YELLOW PLASTIC CAP<br>STAMPED "RLG INC" SET |
| IRF          | ..... | IRON ROD FOUND  |
| MNF          | ..... | MAG NAIL FOUND  |
| CMS / CMF    | ..... | CHISELED "X" SET /<br>FOUND                                       |
| PKS /PKF     | ..... | PK NAIL SET / FOUND   |
| (CM)         | ..... | CONTROLLING MONUMENT  |
| D.R.D.C.T.   | ..... | DEED RECORDS, DALLAS<br>COUNTY, TX                                |
| O.P.R.D.C.T. | ..... | OFFICIAL PUBLIC RECORDS,<br>DALLAS COUNTY, TX                     |
| INST. NO.    | ..... | INSTRUMENT NUMBER   |
| VOL.         | ..... | VOLUME  |
| PG.          | ..... | PAGE  |
| P.O.C.       | ..... | POINT OF COMMENCING   |
| P.O.B.       | ..... | POINT OF BEGINNING  |
| MNS          | ..... | MAG NAIL WITH<br>WASHER STAMPED<br>"RLG INC" SET                  |
| SQ. FT.      | ..... | SQUARE FEET   |

*Basis of Bearings: The east line of said Lot 1A, Block G/5402, Lincoln L.A.G. Addition (S 00° 02' 20" E) as shown on plat recorded in Volume 2002023, Page 35, Deed Records, Dallas County, Texas.*

*Controlling Monuments: As shown.*

RAYMOND L. GOODSON JR., INC.  
12001 N. CENTRAL EXPY, STE 300  
DALLAS, TX. 75243  
214-739-8100  
rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

20' WATER EASEMENT  
MATILDA STREET

*BETWEEN BLOCK G/5402 & BLOCK 12/5406  
W. P. CARDER SURVEY, ABSTRACT NO. 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS*

(For SPRG use only)

Reviewed By: G.S.

Date: 11-2-18

SPRG NO.: 4670

SCALE 1" = 40'

DATE 10/04/2018

SHEET 4 OF 4

JOB NO. 1711.049.002

*E-FILE*

|                |         |         |
|----------------|---------|---------|
| 1711.049.002ex | DWG NO. | 26.792X |
|----------------|---------|---------|

# EXHIBIT D

- DRAFT -

This Agreement (“*Agreement*”) for the construction, development, and maintenance of a sidewalk, hike and bike trail, and other landscape improvements, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the CITY OF DALLAS, a Texas municipal corporation (“*City*”), acting by and through its PARK AND RECREATION BOARD (“*Board*”), Lincoln LAG Ltd., a Texas corporation (“*Lincoln*”), and HEB Grocery Company, LP, a Texas limited partnership (“*HEB*”) (the City, Lincoln and HEB sometimes each individually referred to herein as a “*Party*” and collectively as the “*Parties*”).

WHEREAS, Lincoln is owner of certain property as shown on the attached Exhibit A (the “*Lincoln Property*”) that is located adjacent to Matilda Street;

WHEREAS, Oncor Electrical Delivery Company LLC (“*Oncor*”) is owner of certain property as shown on the attached Exhibit A (the “*Oncor Property*”) that is also located adjacent to Matilda Street;

WHEREAS, a portion of Matilda Street as shown on the attached Exhibit A (the “*Abandoned ROW*”) has been abandoned by the City, acting in its municipal capacity, pursuant to Ordinance No. \_\_\_\_\_ (the “*Abandonment Ordinance*”), thereby vesting ownership, control and use of such Abandoned ROW in Lincoln as the owner of the Abandoned ROW underlying fee subject to the limitations set forth in the Abandonment Ordinance; and

WHEREAS, the Ordinance requires that Lincoln grant a hike and bike trail easement on the Abandoned ROW and further construct or cause to be constructed a sidewalk, hike and bike trail, and other landscape improvements (collectively, the “*Trail Improvements*”) on the Premises, as hereinafter defined, as consideration for the waiver of the abandoned fee that would otherwise be charged for the Abandoned ROW;

WHEREAS, the Trail Improvements will be located partially within an area as shown on the attached Exhibit A (collectively, the “*Premises*”) comprised of a portion of the Oncor Property and a portion of the Abandoned ROW;

WHEREAS, concurrent with this Agreement, Oncor has granted a license agreement to the City of Dallas (the “*Oncor License*”) permitting the use of the portion of the Premises located on the Oncor Property for development and use of the Trail Improvements; and

WHEREAS, concurrent with this Agreement, Lincoln has dedicated to the City (and HEB has approved) an easement permitting the use of the portion of the Premises on the Lincoln Property for the Trail Improvements; and

WHEREAS, HEB has a current leasehold interest in the Lincoln Property and currently operates a grocery store thereon;

WHEREAS, it is the desire of Lincoln that HEB undertake its obligations set forth under the Abandonment Ordinance; and



# EXHIBIT D

- D R A F T -

WHEREAS, HEB is willing to undertake Lincoln's obligations under the Abandonment Ordinance for so long as HEB maintains its leasehold interest on Lincoln's Property; and

WHEREAS, City accepts HEB's commitment to perform the obligations under the Abandonment Ordinance on behalf of Lincoln; and

WHEREAS, for purposes of this Agreement whenever Lincoln is mentioned, the obligations shall include HEB as the performing party; and

WHEREAS, HEB has agreed to design and construct the Trail Improvements on the Premises (the design and construction of the Trail Improvements sometimes referred to herein as the "*Project*") at its sole cost and expense on behalf of Lincoln and in consideration for the waiver of the fee that would otherwise be charged for the Abandoned ROW;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, do hereby agree as follows:





## Agenda Information Sheet

---

**File #:** 18-1219

**Item #:** 31.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 13  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

An ordinance abandoning a portion of a utility easement to Michelle N. Thomas and Stewart H. Thomas, the abutting owners, containing approximately 750 square feet of land, located near the intersection of Horseshoe Trail and Lilac Lane - Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item authorizes the abandonment of a portion of a utility easement to Michelle N. Thomas and Stewart H. Thomas, the abutting owners. The area will be included with the property of the abutting owners for the construction of a new residence. 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)**

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

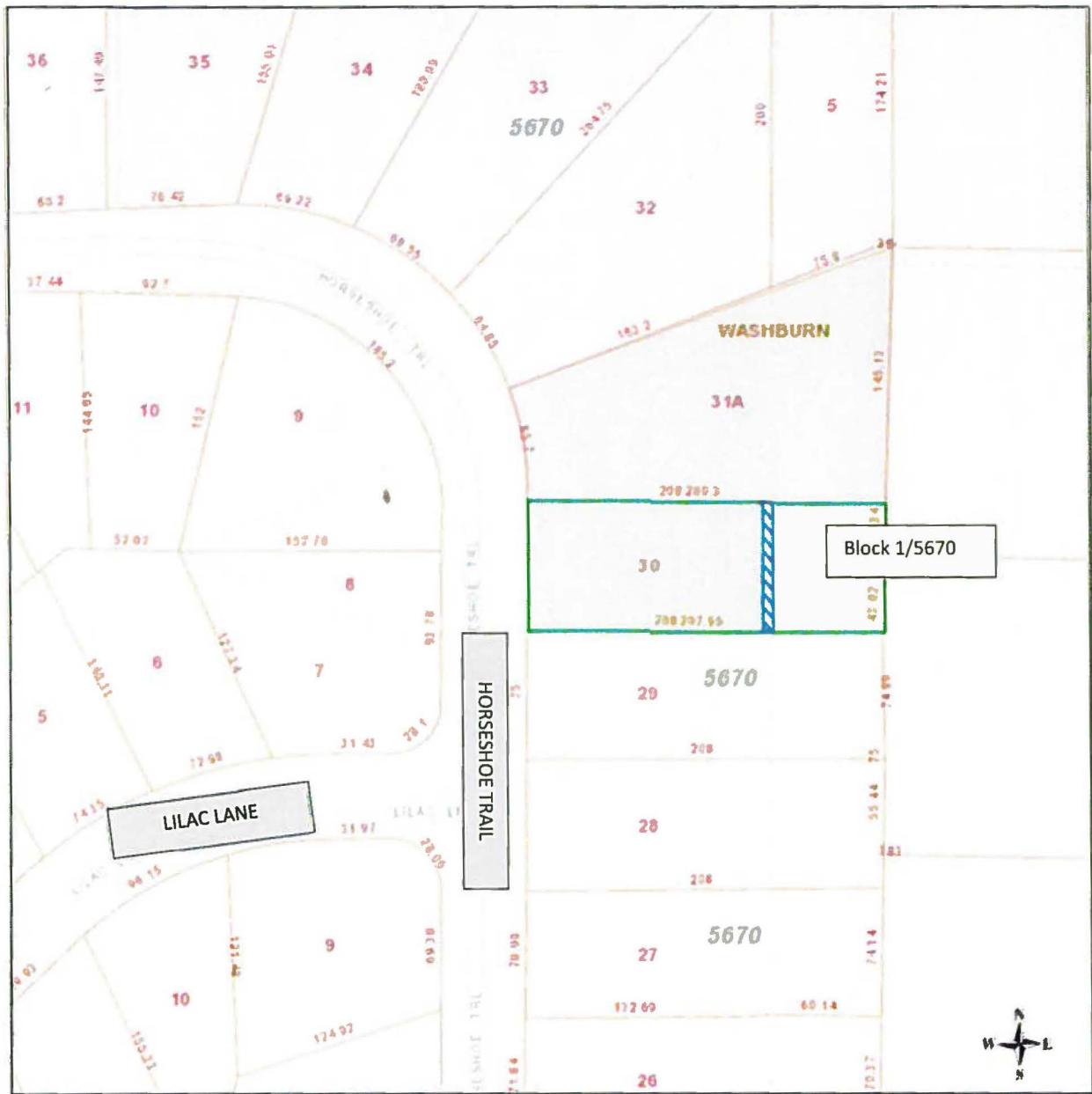
### **OWNERS**

Michelle N. Thomas

Stewart H. Thomas

### **MAP**

Attached



Abandonment Area



**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment and relinquishment of a portion of a utility easement, located in City Block 1/5670 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Michelle N. Thomas and Stewart H. Thomas; 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 Michelle N. Thomas and Stewart H. Thomas, a married couple; 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 DOLLARS (\$5,400.00)** paid by **GRANTEE**, and the

further consideration described in Section 2, 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 parcel 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**, their heirs 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**, their heirs 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 heirs 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 heirs 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 heirs 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 ordinance is also designated for City purposes as Contract No. DEV-2018-00007998.

**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:  
CHRISTOPHER J. CASO,  
Interim City Attorney

KRIS SWECKARD, Director  
Department of Sustainable Development and  
Construction

BY:  Assistant City Attorney

BY:  Assistant Director

Passed \_\_\_\_\_.

**10' UTILITY EASEMENT ABANDONMENT**  
**COLONY RIDGE ADDITION**  
**PORTION OF LOT 30, CITY OF DALLAS BLOCK 1/5670**  
**ALEXANDER HARWOOD SURVEY, ABSTRACT NO. 582**  
**CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**Exhibit A**

Being a 750 square foot (0.02 acre) tract of land situated in the Alexander Harwood Survey, Abstract Number 582 and being a 10 foot utility easement out of Lot 30, City of Dallas Block Number 1/5670 of the Colony Ridge Addition, in the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 6, Page 115, Map Records, Dallas County, Texas, same being a portion of that tract of land conveyed to Michelle N. Thomas and Stewart H. Thomas, by General Warranty Deed recorded in Instrument Number 201800210957, Official Public Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found for corner, said corner being the Southwest corner of Lot 31, Block 1/5670 of Washburn Addition, according to the Plat thereof recorded in Volume 200206, Page 3508, Deed Records, Dallas County, Texas and being the Northwest corner of said Thomas tract, and being in the East line of Horseshoe Trail (50 foot right-of-way, Colony Ridge Addition, Volume 6, Page 115), from which a 1 inch iron pipe found bears South 00 degrees 29 minutes 37 seconds East, a distance of 75 feet for witness;

THENCE North 89 degrees 30 minutes 00 seconds East along the South line of said Lot 31, a distance of 140.00 feet to a point for corner, said corner being the Point of Beginning of that tract herein described;

THENCE South 00 degrees 30 minutes 00 seconds East, a distance of 75.00 feet to a point for corner, said corner being in the North line of that tract of land conveyed to James E. Swift, Jr. by General Warranty Deed recorded in Instrument Number 201200083021, Official Public Records, Dallas County, Texas and being the Northeast corner of Lot 29, Block 1/5670 of Colony Ridge Addition;

THENCE South 89 degrees 30 minutes 00 seconds West, along the North line of said Lot 29, a distance of 10.00 feet to a point of for corner;

THENCE North 00 degrees 30 minutes 00 seconds West, a distance of 75.00 feet to a point for corner, said corner being in the South line of said Lot 31;

THENCE North 89 degrees 30 minutes 00 seconds East, a distance of 10.00 feet to the POINT OF BEGINNING and containing 750 square feet or 0.02 acres of land.

**GENERAL NOTES:**

1) BASIS OF BEARING IS THE NORTH LINE OF THOMAS TRACT, BEING NORTH 89 DEGREES 30 MINUTES 00 SECONDS, AS RECORDED IN INST. NO. 201800210957.

|                     |                |
|---------------------|----------------|
| (For SPRG use only) |                |
| Reviewed By:        | <u>G.S.</u>    |
| Date:               | <u>10-9-18</u> |
| SPRG No.:           | <u>4649</u>    |



*Bryan Connally*  
BRYAN CONNALLY  
R.P.L.S. NO. 5513  
10/08/18



**CBG Surveying Texas LLC**

**PLANNING SURVEYING**  
12025 Shiloh Road • Suite 230 Dallas, Texas 75228  
P 214.349.9485 F 214.349.2216  
Firm No. 10168800  
[www.cbgdffw.com](http://www.cbgdffw.com)

SHEET 1 OF 2  
JOB NO. 1508350-04  
DRAWN BY: BG



# 10' UTILITY EASEMENT ABANDONMENT COLONY RIDGE ADDITION

Exhibit A

PORTION OF LOT 30, CITY OF DALLAS BLOCK 1/5670  
ALEXANDER HARWOOD SURVEY, ABSTRACT NO. 582  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BLOCK 5673

MICHAEL MINZER  
VOL. 92227, PG. 3148  
D.R.D.C.T.

CROWN STERLING  
LAND HOLDINGS III, LLC  
INST. NO. 201600346952  
O.P.R.D.C.T.

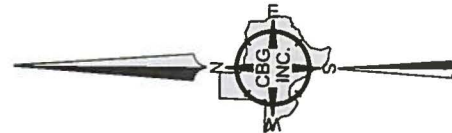
| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 00°30'00" E | 75.00'   |
| L2   | S 89°30'00" W | 10.00'   |
| L3   | N 00°30'00" W | 75.00'   |
| L4   | N 89°30'00" E | 10.00'   |

VARIABLE WIDTH  
D.P. & L. CO. & S.W.  
BELL TEL. CO. ESMT.  
VOL. 2193, PG. 581  
D.R.D.C.T.  
BLOCK 1/5670

MICHELLE N. THOMAS AND  
STEWART H. THOMAS  
INST. NO. 201800210957  
O.P.R.D.C.T.

10' UTILITY ESMT.  
COLONY RIDGE ADDITION  
VOL. 6, PG. 115  
M.R.D.C.T.

POINT OF  
BEGINNING



## LEGEND:

- ⊗ 5/8 INCH IRON ROD FOUND
- 1/2 INCH IRON ROD FOUND
- ⊕ 1 INCH IRON PIPE FOUND
- ⊙ POINT FOR CORNER
- ⊗ 1/2 INCH PIPE FOUND
- CM CONTROLLING MONUMENTS
- SQ. FT. SQUARE FEET
- R.O.W. RIGHT-OF-WAY
- VOL., PG. VOLUME, PAGE
- INST. NO. INSTRUMENT NUMBER
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS

1) BASIS OF BEARING IS THE NORTH LINE OF THOMAS TRACT, BEING NORTH 89 DEGREES 30 MINUTES 00 SECONDS, AS RECORDED IN INST. NO. 201800210957.

(For SPRG use only)

Reviewed By: G.S.  
Date: 10-9-18  
SPRG No.: 4649



BRYAN CONNALLY  
R.P.L.S. NO. 5513  
10/08/18

HORSESHOE TRAIL

50' R.O.W.  
VOL. 6, PG. 115  
M.R.D.C.T.

POINT OF  
COMMENCEMENT

ALEXANDER HARWOOD  
SURVEY, ABSTRACT  
NO. 582

MICHELLE N. THOMAS AND  
STEWART H. THOMAS  
INST. NO. 201800210957  
O.P.R.D.C.T.

LOT 30  
BLOCK 1/5670  
COLONY RIDGE  
ADDITION  
VOL. 6, PG. 115  
M.R.D.C.T.

EASEMENT  
ABANDONMENT  
750 Sq. Feet  
0.02 Acres

(BASIS OF BEARINGS)  
N 89°30'00" E 140.00'

SANDRA L. WASHBURN,  
A SINGLE PERSON  
VOL. 95206, PG. 47  
D.R.D.C.T.

LOT 31  
BLOCK 1/5670  
WASHBURN  
ADDITION  
VOL. 200206, PG. 3508  
D.R.D.C.T.

LOT 29  
BLOCK 1/5670  
COLONY RIDGE  
ADDITION  
VOL. 6, PG. 115  
M.R.D.C.T.



CBG Surveying Texas LLC

PLANNING • SURVEYING  
12025 Shiloh Road • Suite 230 • Dallas, Texas 75228  
P 214.349.9485 • F 214.349.2216  
Firm No. 10168800  
www.cbgdffw.com

SHEET 2 OF 2  
JOB NO. 1508350-04  
DRAWN BY: BG



## Agenda Information Sheet

---

**File #:** 18-764

**Item #:** 32.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** 10  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize an amendment to an existing lease agreement with KAZ MEYERS PROPERTIES, LLC, d/b/a North Creek Kaz Meyers, LLC, MHNC MEYERS, LLC, SMHNC MEYERS, LLC, YKHKNC MEYERS, LLC, and YTNC MEYERS, LLC to extend the lease agreement for an additional one year for approximately 1,800 square feet of office space located at 9451 Lyndon B. Johnson Freeway, Suite 125 to be used as the Northeast Community Court for the period January 1, 2019 through December 31, 2019 - Not to exceed \$23,760.00 - Financing: General Fund

### **BACKGROUND**

This item authorizes an amendment to an existing lease agreement with KAZ MEYERS PROPERTIES, LLC, d/b/a North Creek Kaz Meyers, LLC, MHNC MEYERS, LLC, SMHNC MEYERS, LLC, YKHKNC MEYERS, LLC, and YTNC MEYERS, LLC to extend the lease agreement for an additional one year for approximately 1,800 square feet of office space located at 9451 Lyndon B. Johnson Freeway, Suite 125. The one-year extension will provide for the continued use of the Northeast Community Court.

The community court focuses on rehabilitating the defendant and restoring the community. Persons arrested for 'quality of life', Class C misdemeanor crimes within a community court's geographical service area are brought swiftly before the community court judge. Defendants who plead guilty or no contest may be ordered to perform community service restitution in the neighborhood or the judge can also require the defendant to attend rehabilitative and educational programs. Typical offenses heard by the judge include assaults, manifestation of prostitution, and possession of drug paraphernalia, illegal dumping, and code violations. Community prosecutors serve as the prosecutors in the community court to provide services that include the intake of contractor's registration, review, and processing of permit applications and inspections by the City of Dallas.

The one-year extension will begin on January 1, 2019 through December 31, 2019.



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

On August 24, 2016, City Council authorized a two-year lease agreement with Shawnee, Inc. for approximately 1,800 square feet of office space located at 9451 Lyndon B. Johnson Freeway, Suite 125, to be used as a Northeast Community Court for the period January 1, 2017 through December 31, 2018, by Resolution No. 16-1348.

Information about this item will be provided to the Mobility Solutions Infrastructure & Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

General Fund - \$23,760.00

**OWNERS****KAZ MEYERS PROPERTIES, LLC d/b/a North Creek Kaz Meyers, LLC**

Half Plains Equity, LLC

MHNC MEYERS, LLC

SMHNC MEYERS, LLC

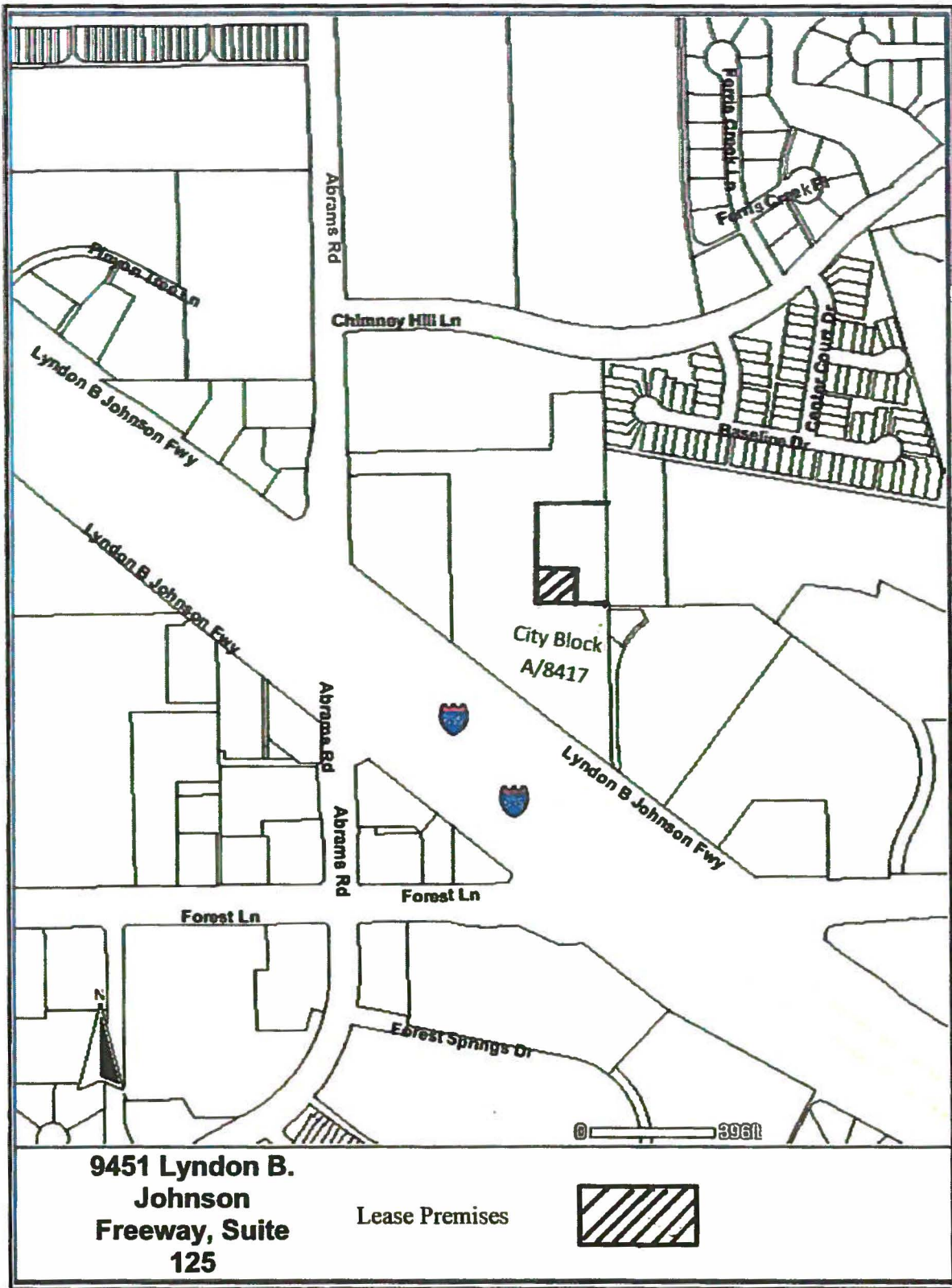
YKHKNC MEYERS, LLC

YTNC MEYERS, LLC

Steven Flint, Governing Person

**MAP**

Attached



December 12, 2018

**WHEREAS**, on August 24, 2016, by Resolution 16-1348, the City Council of Dallas authorized a two-year lease agreement dated September 16, 2016, ("the Lease") with Shawnee, Inc., a Texas corporation, as landlord, ("Landlord") and City of Dallas ("City"), as tenant for approximately 1,800 square feet of office space, located at 9451 Lyndon B. Johnson Freeway, Suite 125, Dallas, Dallas County, Texas (the "Premises") to be used by the Northeast Community Court; and

**WHEREAS**, KAZ MEYERS PROPERTIES, LLC, a Delaware limited liability company, d/b/a North Creek Kaz Meyers, LLC, MHNC MEYERS, LLC, a Delaware limited liability company, SMHNC MEYERS, LLC, a Delaware limited liability company, YKHKNC MEYERS, LLC, a Delaware limited liability company, and YTNC MEYERS, LLC, a Delaware limited liability company has purchased the property including the Premises and succeeded to and assumed the Lease as landlord (hereinafter "Landlord"); and

**WHEREAS**, the Lease expires by its own terms on December 31, 2018; and

**WHEREAS**, the parties desire to renew, extend, modify and/or amend the Lease term to provide for an additional one-year term ("Extension Term").

**Now, Therefore,**

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

**SECTION 1.** That the City Manager, upon approval as to form by the City Attorney be and is hereby authorized to sign a First Amendment to the Lease Agreement between KAZ MEYERS PROPERTIES, LLC, a Delaware limited liability company, d/b/a North Creek Kaz Meyers, LLC, MHNC MEYERS, LLC, a Delaware limited liability company, SMHNC MEYERS, LLC, a Delaware limited liability company, YKHKNC MEYERS, LLC, a Delaware limited liability company, and YTNC MEYERS, LLC, a Delaware limited liability company and the City of Dallas.

**SECTION 2.** That the special terms and conditions of the First Amendment to the Lease Agreement are:

- (a) The term of the Lease is hereby extended for an additional one (1) year, beginning January 1, 2019 and ending December 31, 2019, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- (b) Monthly Rental Payment payments during the Extension Term shall be as follows: (subject to annual appropriations)

January 1, 2019 – December 31, 2019:                      \$1,980.00 per month

- (c) All other terms and conditions of the Lease, not expressly amended hereby shall remain in full force and effect.

December 12, 2018

**SECTION 3.** That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Landlord, or its successors and assigns on the first day of each month in advance during the lease term beginning January 1, 2019 in the amount specified below:

|   |                   |
|---|-------------------|
| January 1, 2019 – December 31, 2019<br>(subject to annual appropriations) | \$1,980 per month |
|---|-------------------|

**SECTION 4.** That the payments will be charged as follows:

January 1, 2019 – December 31, 2019: General Fund, Fund 0001, Department ATT, Unit 2747, Object 3330, Encumbrance/Contract No. CX-ATT-2018-00007513, Commodity 97145, Vendor VS99525.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, utility and janitorial and security companies upon receipt of a bill for services or other applicable charges throughout the term of the lease.

**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.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO, Interim City Attorney

BY:   
Assistant City Attorney



## Agenda Information Sheet

---

**File #:** 18-597

**Item #:** 33.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** Outside City Limits  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize an amendment to an existing lease agreement with Texas Solutions Group LLC to extend the lease agreement for an additional twenty-eight months for approximately 192 square feet of office space located at 1303 San Antonio Street, Suite 720, Austin, Texas to be used as the City Attorney's Legislative Office for the period October 1, 2018 through January 31, 2021 - Not to exceed \$42,570.08 - Financing: General Fund (subject to annual appropriations)

### **BACKGROUND**

This item authorizes an amendment to an existing lease agreement with Texas Solutions Group LLC to extend the lease agreement an additional twenty-eight months for approximately 192 square feet of office space located at 1303 San Antonio Street, Suite 720, Austin, Texas. The twenty-eight month extension will provide for the continued use of the City Attorney's Legislative Office.

The twenty-eight month extension will begin on October 1, 2018 through January 31, 2021.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

General Fund - \$42,570.08 (subject to annual appropriations)

### **OWNER**

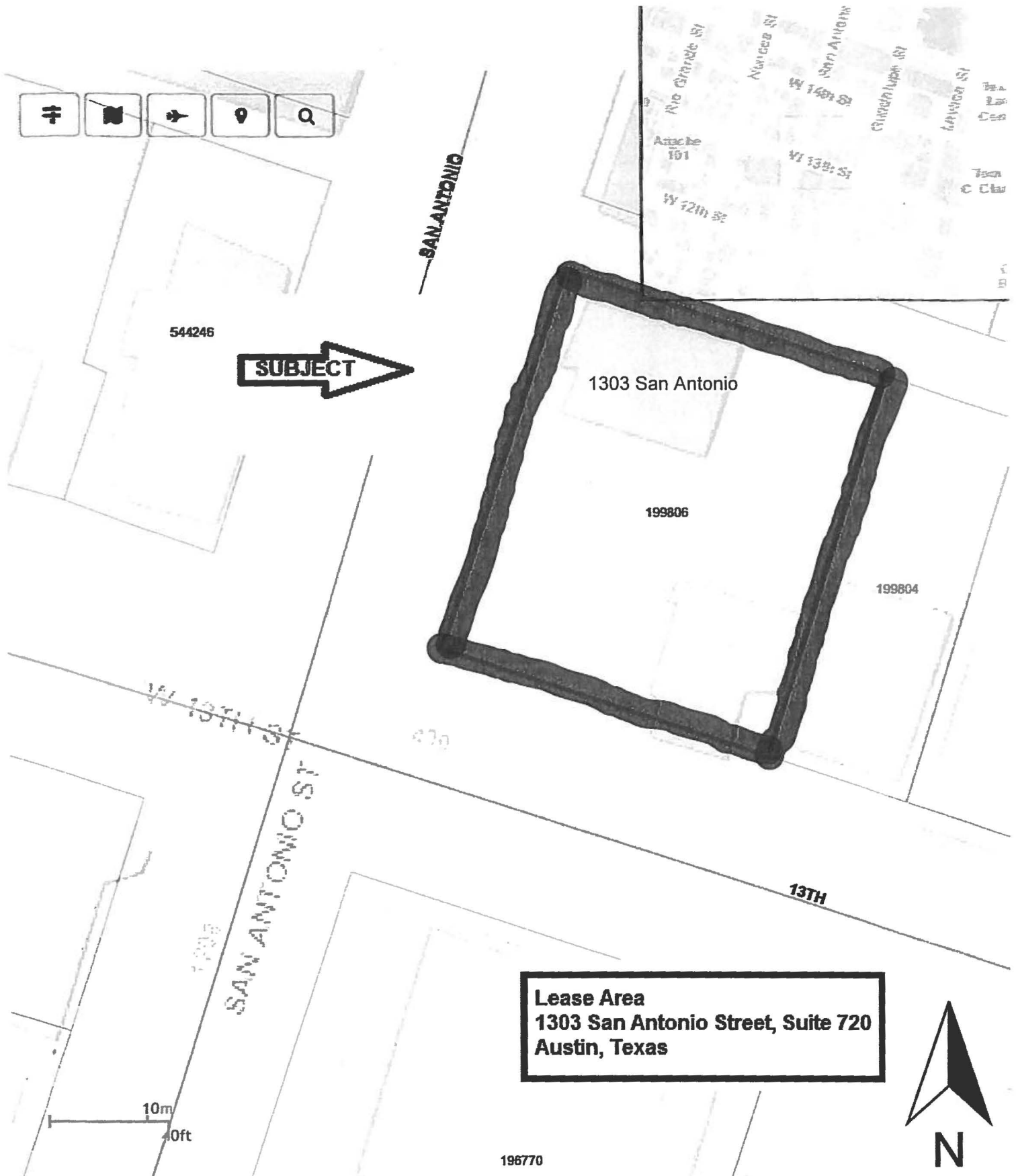
**Texas Solutions Group LLC**

Jeffrey Heckler, General Manager



**MAP**

Attached



**Lease Area**  
**1303 San Antonio Street, Suite 720**  
**Austin, Texas**



December 12, 2018

**WHEREAS**, on April 1, 2018, as authorized by Section 2-11.2, 1960 Revised Dallas Code, as amended by Ordinance No. 20951, City Manager entered into a six-month Commercial Sublease Agreement ("Lease") between Texas Solutions Group, as sublandlord, ("Landlord") and the City of Dallas, as tenant, for approximately 192 square feet of office space located in an office suite, having a street address of 1303 San Antonio Street, Suite 720, Austin, Travis County, Texas (the "Premises"); and

**WHEREAS**, the Lease expired by its own terms on October 1, 2018, and the City is currently in a holdover tenant status; and

**WHEREAS**, the parties desire to renew, extend, modify and/or amend the Lease to provide for an additional twenty-eight (28) months ("Extension Term"); upon certain amended terms as provided below.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager upon approval as to form by the City Attorney, is hereby authorized to execute a First Amendment to Commercial Sublease Agreement between Texas Solutions Group LLC, a New Mexico limited liability company, and the City of Dallas.

**SECTION 2.** That the special terms and conditions of the First Amendment to Commercial Sublease Agreement are:

(a) The term of the Lease is hereby extended the term for an additional twenty-eight (28) months, beginning October 1, 2018 and ending January 31, 2021, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

(b) The City shall pay Landlord as the "Monthly Rental Payment" during the Extension Term, the rental payment in the following amount (subject to annual appropriations):

October 1, 2018 – January 31, 2021:                      \$1,350.00 per month

(c) The City shall pay "Utilities" as defined as cable and internet fee to the Landlord as "Additional Rental". Additional monthly rental payments shall be as follows, (subject to annual appropriations):

October 1, 2018 – January 31, 2021:                      \$170.36 per month

(d) The City reserves the right to terminate with a thirty (30) day notice.

December 12, 2018

- (e) The City reserves the right to terminate the Lease on the last day of any current fiscal year due to non-appropriations of funds.
- (f) All other terms of the Lease, not expressly amended hereby shall remain in full force and effect.

**SECTION 3.** That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Texas Solutions Group LLC, or its successors and assigns on the first day of each month in advance during the lease term beginning October 1, 2018 in the amount specified below:

October 1, 2018 – January 31, 2021:                      \$1,520.36 per month  
(subject to annual appropriations)

**SECTION 4.** That the payments will be charged as follows:

October 1, 2018 – January 31, 2021: General Fund, Fund 0001, Department BMS, Unit 1978, Object 3330, Encumbrance/Contract No. CX-BMS-2018-00004515, Commodity 97145, Vendor VC18478.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, utility and janitorial and security companies upon receipt of a bill for such services or other applicable charges throughout the lease term.

**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.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO, Interim City Attorney

BY:   
Assistant City Attorney



## Agenda Information Sheet

---

**File #:** 18-1383

**Item #:** 34.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** Outside City Limits  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize an addition to Kaufman County Municipal Utility District No. 3 within the City of Dallas' extraterritorial jurisdiction that would include approximately 337 acres on property located in Kaufman County northwest of FM 548 Road - Financing: No cost consideration to the City

### **BACKGROUND**

The City of Dallas has been petitioned by Forney Ranch Road, LLC, Crockett & West, LLC, Amy West Hillman GST Trust, and Andrew West GST Trust, represented by Mindy L. Koehne with Coats Rose PLLC, owners of approximately 337 acres on northwest of FM 548 Road in Kaufman County, for the annexation of the 337 acres into the Kaufman County Municipal Utility District (MUD) No. 3 (See the attached request.). The property lies within the City of Dallas' extraterritorial jurisdiction (ETJ). MUD No. 3, was originally consented to on October 8, 2003, by Resolution No. 03-2751.

City of Dallas consent for an addition to the MUD is required in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, because the land to be located within the expanded MUD would have the ability to issue tax exempt bonds to finance public water supply and conveyance, wastewater collection and treatment, and storm drainage facilities in accordance with the rules of the Texas Commission on Environmental Quality. The expansion area is contiguous to Kaufman County MUD No. 3 and Kaufman County MUD No. 4. The representative indicates intended compliance with all applicable development regulations of the City of Dallas for all portions of the property within Dallas' ETJ. The applicants are not requesting the City of Dallas to pay for or provide any utility services to the property.

The expansion is proposed to consist of approximately 2,192 single family homes consistent with the surrounding development. The expansion of the MUD will provide financing to allow for the development of the necessary infrastructure and the construction of homes. The estimated development costs for utilities, paving and grading are \$27,300,000.00. The implementation of the MUD expansion allows the property to be developed without cost consideration to the City of Dallas.



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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

No cost consideration to the City.

**OWNER**

**Forney Ranch Road, LLC**

M. Joe Dempsey, President  
Gary W. Beene, Vice President and Secretary

**Crockett & West, LLC**

Carolyn C. West, President and Secretary  
Andrew L. West, Vice President

**Amy West Hillman GST Trust**

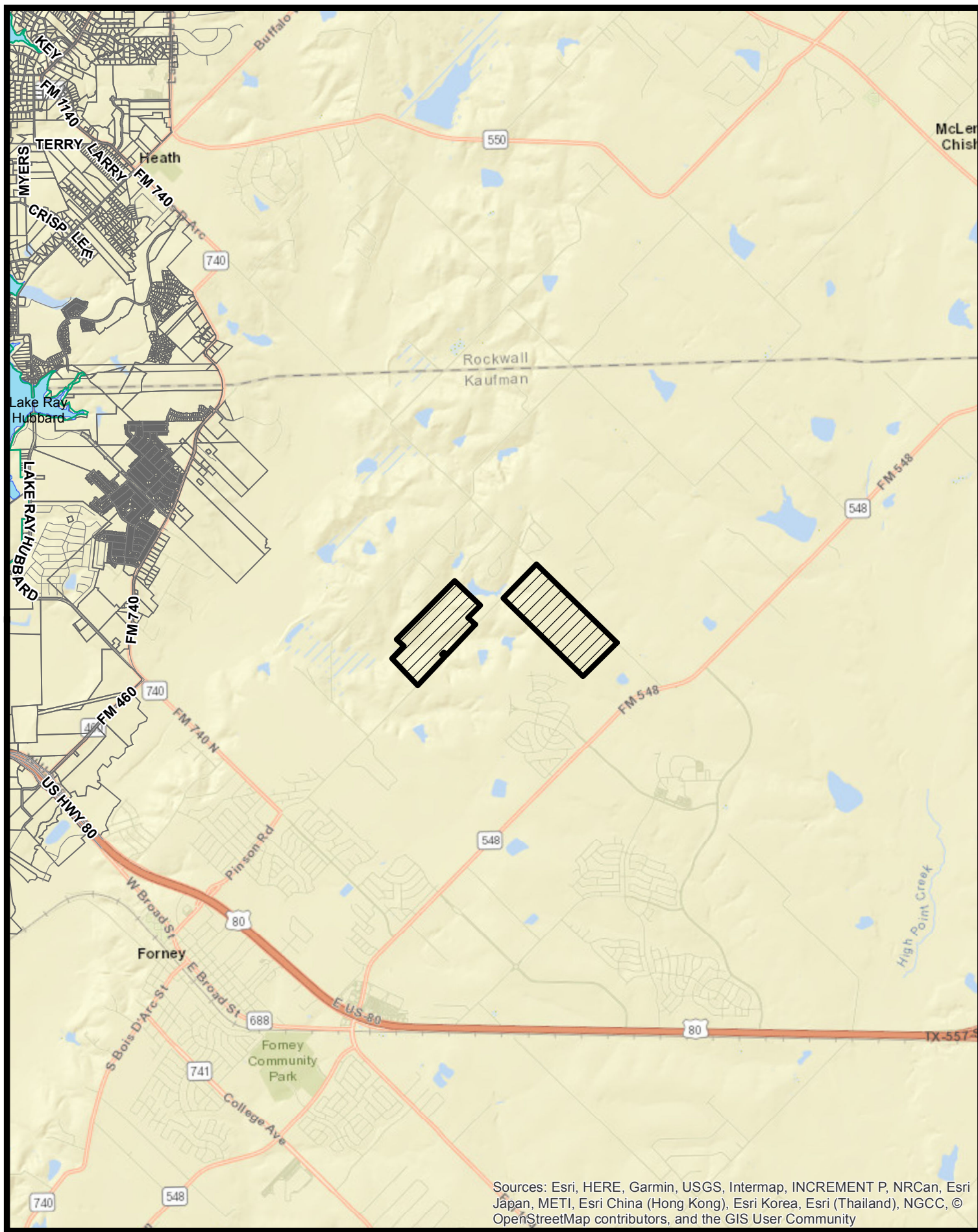
Carolyn Crockett West and R. Ken Hines, Sole Trustees

**Andrew West GST Trust**

Carolyn Crockett West and R. Ken Hines, Sole Trustees

**MAP**

Attached



**Proposed Kaufman County MUD No. 3 Expansion  
General Location Map**

# COATS | ROSE

A PROFESSIONAL CORPORATION

JOSHUA A. BETHKE  
ASSOCIATE

JBETHKE@COATSROSE.COM  
DIRECT: (972) 982-8454  
FAX: (972) 702-8451

September 26, 2018

City of Dallas  
Office of Sustainable Development and Construction  
Dallas City Hall  
1500 Marilla Street, Suite 5BN  
Dallas, Texas 75201

Re: Request for Consent to Annexation of 337.892 Acres of Land into Kaufman County  
Municipal Utility District No. 3

Ms. Neva Dean:

The purpose of this letter is to provide some information regarding a proposed annexation by Kaufman County Municipal Utility District No. 3 (the "District") of adjacent 337.892 acres of land that is located in the extraterritorial jurisdiction of the City of Dallas, Texas (the "City") and to request that the City consent to the proposed annexation.

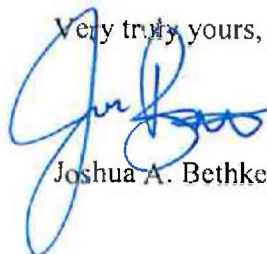
The City does not provide services to the proposed areas to be annexed such as water, sewer, fire protection, police, emergency medical services, etc. The developer of the District facilitates and pays for the construction, maintenance and operation of a waterworks system, a sanitary sewer collection and disposal system, roads and additional facilities, systems, plants and enterprises (the "Facilities") that have been or will be extended to the District and the annexed land.

The anticipated number of homes to be built in the District is approximately 2,192.

A property description of the land that is the subject of the proposed annexation is attached hereto as Exhibit "A."

A map showing the existing boundaries of the District as well as the land that is subject of the proposed annexation is attached hereto as Exhibit "B."

Very truly yours,



Joshua A. Bethke

JB: Enclosures

14755 PRESTON ROAD, SUITE 600, DALLAS, TEXAS 75254  
PHONE: (972) 788-1600 FAX: (972) 702-0662

[COATSROSE.COM](http://COATSROSE.COM)

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | NEW ORLEANS | CINCINNATI  
005725.000001\4851-3964-3504.v1

PETITION FOR CONSENT TO ADDITION OF LAND  
TO A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS                   §

COUNTY OF DALLAS                   §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DALLAS,  
TEXAS:

The undersigned, Forney Ranch Road, LLC, (the "Property Owner") and Kaufman County Municipal Utility District No. 3 (the "District"), respectfully petition the City of Dallas, Texas for its consent to the addition of land to the District. In support of this Petition, the District would show the following:

I.

The lands sought to be added to the District (the "Tracts") are described by metes and bounds in Exhibit "A" and Exhibit "B," attached hereto and made a part hereof for all purposes.

II.

The Tracts lie within Kaufman County, and not within the boundaries of any incorporated city or town. The Tracts lie wholly within the exclusive extraterritorial jurisdiction of the City of Dallas, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Property Owner is the holder of title to the Tracts as shown by the Kaufman County Tax Rolls and conveyances of record. Legacy Land Bank, FLCA holds a lien on the Tracts.

IV.

The District was organized, created and established pursuant to an Order of the Texas Commission on Environmental Quality dated April 12, 2005, in accordance with Article XVI, Section 59 of the Texas Constitution and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District generally is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tracts at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tracts are located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tracts require the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tracts within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tracts is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tracts, and it is now estimated by the District, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$11,793,600.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Dallas, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

[SIGNATURES ON THE FOLLOWING PAGES]



"DISTRICT"

KAUFMAN COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 3

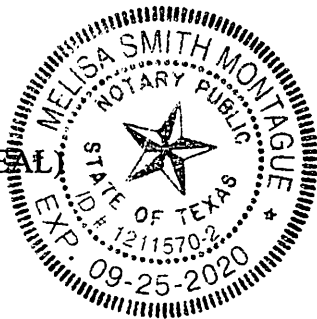
By: *Cullen Aderhold*  
President, Board of Directors

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31<sup>st</sup> day of July, 2018, by J. Cullen Aderhold, President of the Board of Directors of Kaufman County Municipal Utility District No. 3, a political subdivision, on behalf of said political subdivision.

(NOTARY SEAL)



*Melisa Montague*  
Notary Public in and for the State of T E X A S

"PROPERTY OWNER"

FORNEY RANCH ROAD, LLC,  
a Texas limited liability company

By: [Signature] 8-22-18  
Name: M. JOE DEMPSEY  
Title: MANAGING PARTNER

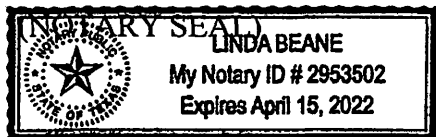
By: [Signature] 8-22-18  
Name: GARY BEANE  
Title: MANAGING PARTNER

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of AUGUST, 2018, by M. JOE DEMPSEY & GARY BEANE, MANAGING PARTNERS of Forney Ranch Road, LLC, a limited liability company, in the capacity herein stated.

[Signature]  
Notary Public in and for the State of TEXAS



The undersigned, Legacy Land Bank, FLCA, consents to the addition of the property described in the Petition (but only as to such property against which Legacy Land Bank, FLCA holds a lien) to the Kaufman County Municipal Utility District No. 3. No other consent, express or implied, is given by Legacy Land Bank, FLCA. Nothing set forth herein shall impair, remove, release, prejudice, subordinate or in any other manner affect the nature, extent, validity or priority of Legacy Land Bank, FLCA's liens and security interests against such property.

LEGACY LAND BANK, FLCA

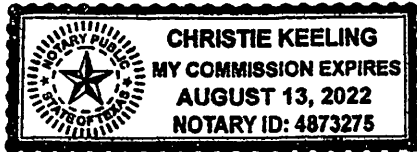
By: Thomas P. Weisenberger  
Thomas P. Weisenberger  
Vice President

STATE OF TEXAS  
COUNTY OF KAUFMAN

This instrument was acknowledged before me, Notary, on the 30<sup>th</sup> day of August, 2018 by Thomas P. Weisenberger, Vice President of Legacy Land Bank, FLCA, in the capacity herein stated.

(NOTARY SEAL)

Christie Keeling  
Notary Public in and for the State of Texas



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TRACT ONE – FORNEY RANCH TRACT**  
**10.834 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being all of that tract of land described as Tract I in Deed to Forney Ranch Road, LLC, as recorded in Volume 3252, Page 380, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common southwest corner of said Tract I and northwest corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 193, Deed Records, Kaufman County, Texas;

**THENCE** North 44 degrees 21 minutes 50 seconds East, a distance of 1,391.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the north corner of said Tract I;

**THENCE** South 46 degrees 40 minutes 47 seconds East, a distance of 678.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common southeast corner of said Tract I and northeast corner of said City of Dallas tract;

**THENCE** South 70 degrees 09 minutes 04 seconds West, a distance of 1,559.16 feet to the **POINT OF BEGINNING** and containing 10.834 acres of land, more or less.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**TRACT TWO – FORNEY RANCH TRACT**  
**135.123 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being all of that tract of land described as Tract II in Deed to Forney Ranch Road, LLC, as recorded in Volume 3252, Page 380, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common northeast corner of said Tract II and most easterly southeast corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 193, Deed Records, Kaufman County, Texas;

**THENCE** South 46 degrees 40 minutes 47 seconds East, a distance of 624.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common north corner of that tract of land described in Deed to Kimberly Jean Criswell, as recorded in Volume 1953, Page 313, Deed Records, Kaufman County, Texas and most easterly southeast corner of said Tract II;

**THENCE** South 44 degrees 48 minutes 38 seconds West, a distance of 753.45 feet to a 3/8 inch iron rod found for the common west corner of that tract of land described in Deed to Mehdi Mahdavi and Jackie Mahdavi, recorded in Volume 3443, Page 545, Deed Records, Kaufman County, Texas and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 19 minutes 04 seconds East, a distance of 403.68 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northwest line of Ranch Road, a 60 foot right-of-way, for the common south corner of said Mehdi Mahdavi and Jackie Mahdavi tract and an exterior ell corner of said Tract II;

**THENCE** South 44 degrees 10 minutes 59 seconds West, with said northwest line, a distance of 1,613.44 feet to a 1/2 inch iron rod found for the common east corner of that tract of land described in Deed to High Point Water Supply Corporation, as recorded in Volume 1607, Page 135, Deed Records, Kaufman County, Texas and an exterior ell corner of said Tract II;

**THENCE** North 46 degrees 02 minutes 49 seconds West, leaving said northwest line, a distance of 147.08 feet to a 1/2 inch iron rod found for the common north corner of said High Point Water Supply Corporation and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 09 minutes 36 seconds West, a distance of 147.42 feet to a 1/2 inch iron rod with a yellow plastic cap found for the common west corner of said High Point Water Supply Corporation and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 22 minutes 40 seconds East, a distance of 149.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northwest line of the above



mentioned Ranch Road for the common south corner of said High Point Water Supply Corporation tract and an exterior ell corner of said Tract II;

**THENCE** South 44 degrees 10 minutes 59 seconds West, with said northwest line, a distance of 1,067.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the most southerly southwest corner of said Tract II;

**THENCE** North 45 degrees 19 minutes 57 seconds West, leaving said northwest line, a distance of 652.22 feet to a 3/8 iron rod found for an interior ell corner of said Tract II;

**THENCE** South 34 degrees 40 minutes 44 seconds West, a distance of 448.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for an exterior ell corner of said Tract II;

**THENCE** North 45 degrees 24 minutes 32 seconds West, a distance of 929.76 feet to a 1/2 inch iron rod with a yellow plastic stamped "JVC" set for an exterior ell corner of said Tract II;

**THENCE** North 44 degrees 30 minutes 58 seconds East, a distance of 676.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for an interior ell corner of said Tract II;

**THENCE** North 45 degrees 29 minutes 02 seconds West, a distance of 344.62 feet to a 1/2 inch iron rod found for an exterior ell corner of said Tract II;

**THENCE** North 44 degrees 21 minutes 50 seconds East, a distance of 1,637.57 feet to a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common southwest corner of the above mentioned City of Dallas tract and an exterior ell corner of said Tract II;

**THENCE** North 70 degrees 09 minutes 04 seconds East, a distance of 1,881.11 feet to the **POINT OF BEGINNING** and containing 135.123 acres of land, more or less.

CERTIFICATE OF COMPANY RESOLUTION

THE STATE OF TEXAS           §  
COUNTY OF DALLAS           §

I, the undersigned officer of Forney Ranch Road, LLC, a Texas limited liability company, hereby certifies that on August 22, 2018, Gary Beene and Joe Demosey were Managing Partners of Forney Ranch Road, LLC, and that in such capacity they executed a Petition for Consent to Annex Land Into a Municipal Utility District as the owner of the land to be created and described on Exhibit "A," and that the execution of said petition by Gary Beene and Joe Demosey in the capacity therein stated has been authorized, approved, ratified, and confirmed by official action of the Board of Directors of Forney Ranch Road, LLC, duly adopted in conformity with its Articles of Incorporation and Bylaws.

WITNESS MY HAND this 22 day of AUGUST, 2018.

FORNEY RANCH ROAD, LLC  
a Texas limited liability company

By: [Signature]  
Name: M. JOE DEMOSEY  
Title: MANAGING PARTNER

By: [Signature]  
Name: GARY BEENE  
Title: MANAGING PARTNER

THE STATE OF TEXAS           §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned, on this day personally appeared M. JOE DEMOSEY & GARY BEENE as MANAGING PARTNERS of Forney Ranch Road, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22<sup>nd</sup> day of August, 2018.



[Signature]  
Notary Public in and for the State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TRACT ONE – FORNEY RANCH TRACT**  
**10.834 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being all of that tract of land described as Tract I in Deed to Forney Ranch Road, LLC, as recorded in Volume 3252, Page 380, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common southwest corner of said Tract I and northwest corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 193, Deed Records, Kaufman County, Texas;

**THENCE** North 44 degrees 21 minutes 50 seconds East, a distance of 1,391.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the north corner of said Tract I;

**THENCE** South 46 degrees 40 minutes 47 seconds East, a distance of 678.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common southeast corner of said Tract I and northeast corner of said City of Dallas tract;

**THENCE** South 70 degrees 09 minutes 04 seconds West, a distance of 1,559.16 feet to the **POINT OF BEGINNING** and containing 10.834 acres of land, more or less.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**TRACT TWO – FORNEY RANCH TRACT**  
**135.123 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being all of that tract of land described as Tract II in Deed to Forney Ranch Road, LLC, as recorded in Volume 3252, Page 380, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common northeast corner of said Tract II and most easterly southeast corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 193, Deed Records, Kaufman County, Texas;

**THENCE** South 46 degrees 40 minutes 47 seconds East, a distance of 624.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common north corner of that tract of land described in Deed to Kimberly Jean Criswell, as recorded in Volume 1953, Page 313, Deed Records, Kaufman County, Texas and most easterly southeast corner of said Tract II;

**THENCE** South 44 degrees 48 minutes 38 seconds West, a distance of 753.45 feet to a 3/8 inch iron rod found for the common west corner of that tract of land described in Deed to Mehdi Mahdavi and Jackie Mahdavi, recorded in Volume 3443, Page 545, Deed Records, Kaufman County, Texas and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 19 minutes 04 seconds East, a distance of 403.68 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northwest line of Ranch Road, a 60 foot right-of-way, for the common south corner of said Mehdi Mahdavi and Jackie Mahdavi tract and an exterior ell corner of said Tract II;

**THENCE** South 44 degrees 10 minutes 59 seconds West, with said northwest line, a distance of 1,613.44 feet to a 1/2 inch iron rod found for the common east corner of that tract of land described in Deed to High Point Water Supply Corporation, as recorded in Volume 1607, Page 135, Deed Records, Kaufman County, Texas and an exterior ell corner of said Tract II;

**THENCE** North 46 degrees 02 minutes 49 seconds West, leaving said northwest line, a distance of 147.08 feet to a 1/2 inch iron rod found for the common north corner of said High Point Water Supply Corporation and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 09 minutes 36 seconds West, a distance of 147.42 feet to a 1/2 inch iron rod with a yellow plastic cap found for the common west corner of said High Point Water Supply Corporation and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 22 minutes 40 seconds East, a distance of 149.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northwest line of the above

mentioned Ranch Road for the common south corner of said High Point Water Supply Corporation tract and an exterior ell corner of said Tract II;

**THENCE** South 44 degrees 10 minutes 59 seconds West, with said northwest line, a distance of 1,067.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the most southerly southwest corner of said Tract II;

**THENCE** North 45 degrees 19 minutes 57 seconds West, leaving said northwest line, a distance of 652.22 feet to a 3/8 iron rod found for an interior ell corner of said Tract II;

**THENCE** South 34 degrees 40 minutes 44 seconds West, a distance of 448.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for an exterior ell corner of said Tract II;

**THENCE** North 45 degrees 24 minutes 32 seconds West, a distance of 929.76 feet to a 1/2 inch iron rod with a yellow plastic stamped "JVC" set for an exterior ell corner of said Tract II;

**THENCE** North 44 degrees 30 minutes 58 seconds East, a distance of 676.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for an interior ell corner of said Tract II;

**THENCE** North 45 degrees 29 minutes 02 seconds West, a distance of 344.62 feet to a 1/2 inch iron rod found for an exterior ell corner of said Tract II;

**THENCE** North 44 degrees 21 minutes 50 seconds East, a distance of 1,637.57 feet to a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common southwest corner of the above mentioned City of Dallas tract and an exterior ell corner of said Tract II;

**THENCE** North 70 degrees 09 minutes 04 seconds East, a distance of 1,881.11 feet to the **POINT OF BEGINNING** and containing 135.123 acres of land, more or less.



PETITION FOR CONSENT TO ADDITION OF LAND  
TO A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS                   §

COUNTY OF DALLAS                   §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DALLAS,  
TEXAS:

The undersigned, Crockett & West, LLC, Amy West Hillman GST Trust, and Andrew West GST Trust (collectively referred to as "Property Owners"); and Kaufman County Municipal Utility District No. 3 (the "District"), respectfully petition the City of Dallas, Texas for its consent to the addition of land to the District. In support of this Petition, the District would show the following:

I.

The lands sought to be added to the District (the "Tracts") are described by metes and bounds in Exhibit "A" and Exhibit "B," attached hereto and made a part hereof for all purposes.

II.

The Tracts lie within Kaufman County, and not within the boundaries of any incorporated city or town. The Tracts lie wholly within the exclusive extraterritorial jurisdiction of the City of Dallas, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Property Owners are the holders of title to the Tracts as shown by the Kaufman County Tax Rolls and conveyances of record. There are no lienholders on the Tracts.

IV.

The District was organized, created and established pursuant to an Order of the Texas Commission on Environmental Quality dated April 12, 2005, in accordance with Article XVI, Section 59 of the Texas Constitution and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District generally is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tracts at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tracts are located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tracts require the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tracts within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tracts is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tracts, and it is now estimated by the District, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$15,506,400.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Dallas, Texas, adopt a resolution giving its written consent to the addition of the Tracts to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

"DISTRICT"

KAUFMAN COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 3

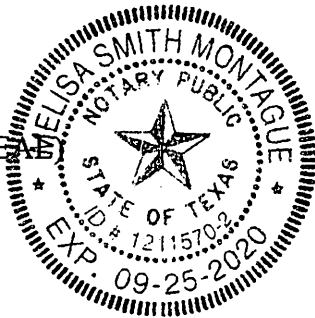
By: *Cullen Aderhold*  
President, Board of Directors

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31<sup>st</sup> day of July, 2018, by J. Cullen Aderhold, President of the Board of Directors of Kaufman County Municipal Utility District No. 3, a political subdivision, on behalf of said political subdivision.

(NOTARY SEAL)



*Melissa Smith Montague*  
Notary Public in and for the State of TEXAS

"PROPERTY OWNER"

CROCKETT & WEST, LLC,  
a Texas limited liability company

By: Carolyn Crockett West  
Name: Carolyn Crockett West  
Title: President

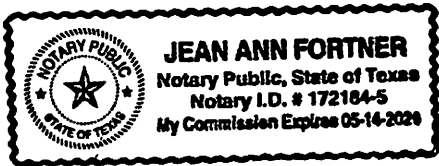
THE STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the 11th day of September, 2018, by Carolyn Crockett West, President of Crockett & West, LLC, a Texas limited liability company in the capacity herein stated.

Jean Ann Fortner  
Notary Public in and for the State of T E X A S

(NOTARY SEAL)



"PROPERTY OWNER"

AMY WEST HILLMAN GST TRUST

By: Carolyn Crockett West  
Carolyn Crockett West, Trustee

By: R. Ken Hines  
R. Ken Hines, Trustee

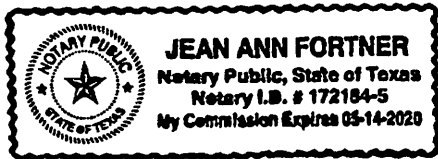
THE STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the 11th day of September, 2018, by Carolyn Crockett West in the capacity herein stated.

Jean Ann Fortner  
Notary Public in and for the State of TEXAS

(NOTARY SEAL)



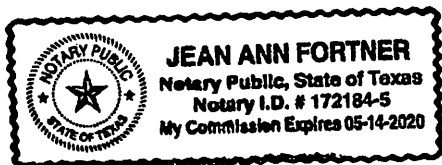
THE STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the 11th day of September, 2018, by R. Ken Hines in the capacity herein stated.

Jean Ann Fortner  
Notary Public in and for the State of TEXAS

(NOTARY SEAL)





"PROPERTY OWNER"

ANDREW WEST GST TRUST

By: Carolyn Crockett West  
Carolyn Crockett West, Trustee

By: R. Ken Hines  
R. Ken Hines, Trustee

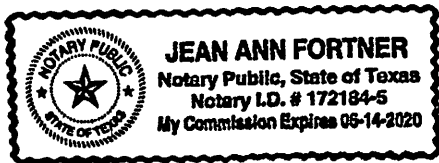
THE STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the 11th day of September, 2018, by Carolyn Crockett West in the capacity herein stated.

Jean Ann Fortner  
Notary Public in and for the State of T E X A S

(NOTARY SEAL)



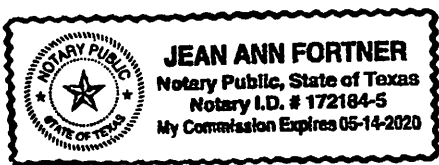
THE STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the 11th day of September, 2018, by R. Ken Hines in the capacity herein stated.

Jean Ann Fortner  
Notary Public in and for the State of T E X A S

(NOTARY SEAL)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TRACT ONE**  
**191.864 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being part of that tract of land described in Deed to Crockett & West, LLC, as recorded in Volume 4262, Page 553, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the southeast line of Ranch Road, a variable width right-of-way, for the north corner of that tract of land described as Tract 2 in Deed to Devonshire (Dallas) ASLI VIII, LLC, as recorded in Document No. 2017-0001848, Deed Records, Kaufman County, Texas;

**THENCE** North 44 degrees 08 minutes 23 seconds East, with said southeast line, a distance of 1,065.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the southwest corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 5158, Page 110, Deed Records, Kaufman County, Texas;

**THENCE** North 70 degrees 16 minutes 24 seconds East, leaving said southeast line, a distance of 734.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** North 75 degrees 54 minutes 54 seconds East, a distance of 205.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the southwest line of University Drive, a variable width right-of-way;

**THENCE** South 45 degrees 20 minutes 03 seconds East, with said southwest line, a distance of 862.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** South 45 degrees 43 minutes 22 seconds East, continuing with said southwest line, a distance of 3,195.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** South 44 degrees 16 minutes 38 seconds West, leaving said southwest line, a distance of 1,904.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northeast line of DEVONSHIRE PHASE 2B, an Addition to Kaufman County, Texas according to the Plat thereof recorded in Document No. 2016-0015991, Map Records, Kaufman County, Texas;

**THENCE** North 45 degrees 36 minutes 06 seconds West, a distance of 4,485.67 feet to the **POINT OF BEGINNING** and containing 191.864 acres of land, more or less.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**TRACT TWO**  
**0.071 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being part of that tract of land described in Deed to Crockett & West, LLC, as recorded in Volume 4262, Page 553, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set at the intersection of the southwest line of University Drive, a variable width right-of-way, with the southeast line of Ranch Road, a variable width right-of-way;

**THENCE** South 45 degrees 20 minutes 03 seconds East, with said southwest line, a distance of 57.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the north line of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 127, Deed Records, Kaufman County, Texas;

**THENCE** South 75 degrees 53 minutes 52 seconds West, leaving said southwest line, a distance of 27.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** South 70 degrees 15 minutes 22 seconds West, a distance of 98.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the southeast line of the above mentioned Ranch Road;

**THENCE** North 44 degrees 08 minutes 23 seconds East, with said southeast line, a distance of 112.15 feet to the **POINT OF BEGINNING** and containing 3,105 square feet or 0.071 acres of land more or less.



# DEVONSHIRE

KAUFMAN COUNTY, TEXAS  
NOVEMBER 2018

Avanti  
Properties  
Group

Haynes Development Company

 **J. VOLK**  
consulting  
830 Central Parkway East, Suite 300  
Plano, Texas 75074  
972.201.3100 Texas Registration No. 4-11962

## LIST OF OFFICERS OF ENTITIES REQUESTING ANNEXATION

### Kaufman County Municipal Utility District No. 3:

President: J. Cullen Aderhold  
Vice President: Carrol Walcher  
Secretary: Patrick Allen  
Assistant Secretary: Deren Wilcox  
Assistant Secretary: Sharon R. Caswell

### Forney Ranch Road, LLC:

President: M. Joe Dempsey  
Vice President and Secretary: Gary W. Beene

### Crockett & West, LLC:

President and Secretary: Carolyn C. West  
Vice President: Andrew L. West

### Amy West Hillman GST Trust:

Sole Trustees: Carolyn Crockett West and R. Ken Hines  
No Officers

### Andrew West GST Trust:

Sole Trustees: Carolyn Crockett West and R. Ken Hines  
No Officers



## **COUNCIL CHAMBER**

December 12, 2018

**WHEREAS**, in 1975, the City of Dallas annexed property for the development of Lake Ray Hubbard which expanded the City of Dallas' extraterritorial jurisdiction east and south of the lake property into Rockwall and Kaufman Counties; and

**WHEREAS**, Kaufman County Municipal Utility District No. 3, was originally consented to by City Council on October 8, 2003, by Resolution No. 03-2751; and

**WHEREAS**, Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code require an applicant to request municipal consent to expand a Municipal Utility District within a city's extraterritorial jurisdiction; and

**WHEREAS**, Section 51A-8.105 of the Dallas Development Code extends plat regulations to all applicable development activity within the extraterritorial jurisdiction of the City; and

**WHEREAS**, on October 3, 2018, the property owners, Forney Ranch Road, LLC; Crockett & West, LLC; Amy West Hillman GST Trust; and Andrew West GST Trust filed the necessary application/petition with the Sustainable Development and Construction Department requesting the city's consent for the addition of approximately 337 acres into the Kaufman County Municipal Utility District No. 3 within Dallas' extraterritorial jurisdiction northwest of FM Road 548.

**Now, Therefore,**

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

**SECTION 1.** That the City of Dallas hereby consents to and the City Manager is instructed to create such documents, if any, as required to evidence the City of Dallas' consent to the addition of approximately 337 acres to the Kaufman County Municipal Utility District No. 3, as depicted on the attached property description (Exhibit A), within the City of Dallas' extraterritorial jurisdiction northwest of FM Road 548 in Kaufman County.

**SECTION 2.** That consent to the addition of the Kaufman County Municipal Utility District No. 3 within the City of Dallas' extraterritorial jurisdiction includes the requirement that all development must comply with Article VIII, "Plat Regulations," of the Dallas Development Code.

December 12, 2018

**SECTION 3.** That as a condition of the consent given by the City of Dallas, pursuant to Texas Water Code Section 54.016(e) and (g), the Municipal Utility District shall be subject to the following terms and provisions:

- (a) That the Municipal Utility District must construct all facilities in accordance with plans and specification which have been approved by the City of Dallas.
- (b) That the City of Dallas shall have the right to inspect all facilities being constructed by the Municipal Utility District.
- (c) That the Municipal Utility District may only issue bonds for the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
  - (i) provide a water supply for municipal uses, domestic uses, and commercial purposes;
  - (ii) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
  - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the district;
  - (iv) provide roadway improvements; and
  - (v) provide payment of organization expenses, operation expenses during construction, and interest during construction.
- (d) That the City of Dallas shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling, or requiring the Municipal Utility District and its officials to observe and comply with the terms and provisions prescribed by this resolution.

**SECTION 4.** That the City Council further hereby notifies the Municipal Utility District, its residents, and property owners that the Texas Local Government Code allows the City of Dallas to annex any portion of the district located within the City of Dallas' extraterritorial jurisdiction, and the City of Dallas hereby requests that the Municipal Utility District includes a statement in the form required under Section 49.452 of the Texas Water Code reflecting the possibility of annexation by the City of Dallas.

December 12, 2018

**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.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, Interim City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_

Exhibit A

Tract 1A

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**TRACT ONE – FORNEY RANCH TRACT**

**10.834 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being all of that tract of land described as Tract I in Deed to Forney Ranch Road, LLC, as recorded in Volume 3252, Page 380, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common southwest corner of said Tract I and northwest corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 193, Deed Records, Kaufman County, Texas;

**THENCE** North 44 degrees 21 minutes 50 seconds East, a distance of 1,391.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the north corner of said Tract I;

**THENCE** South 46 degrees 40 minutes 47 seconds East, a distance of 678.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common southeast corner of said Tract I and northeast corner of said City of Dallas tract;

**THENCE** South 70 degrees 09 minutes 04 seconds West, a distance of 1,559.16 feet to the **POINT OF BEGINNING** and containing 10.834 acres of land, more or less.

# Exhibit A

## Tract 1B

### LEGAL DESCRIPTION

135.123 ACRES

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being all of that tract of land described as Tract II in Deed to Forney Ranch Road, LLC, as recorded in Volume 3252, Page 380, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common northeast corner of said Tract II and most easterly southeast corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 193, Deed Records, Kaufman County, Texas;

**THENCE** South 46 degrees 40 minutes 47 seconds East, a distance of 624.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common north corner of that tract of land described in Deed to Kimberly Jean Criswell, as recorded in Volume 1953, Page 313, Deed Records, Kaufman County, Texas and most easterly southeast corner of said Tract II;

**THENCE** South 44 degrees 48 minutes 38 seconds West, a distance of 753.45 feet to a 3/8 inch iron rod found for the common west corner of that tract of land described in Deed to Mehdi Mahdavi and Jackie Mahdavi, recorded in Volume 3443, Page 545, Deed Records, Kaufman County, Texas and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 19 minutes 04 seconds East, a distance of 403.68 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northwest line of Ranch Road, a 60 foot right-of-way, for the common south corner of said Mehdi Mahdavi and Jackie Mahdavi tract and an exterior ell corner of said Tract II;

**THENCE** South 44 degrees 10 minutes 59 seconds West, with said northwest line, a distance of 1,613.44 feet to a 1/2 inch iron rod found for the common east corner of that tract of land described in Deed to High Point Water Supply Corporation, as recorded in Volume 1607, Page 135, Deed Records, Kaufman County, Texas and an exterior ell corner of said Tract II;

**THENCE** North 46 degrees 02 minutes 49 seconds West, leaving said northwest line, a distance of 147.08 feet to a 1/2 inch iron rod found for the common north corner of said High Point Water Supply Corporation and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 09 minutes 36 seconds West, a distance of 147.42 feet to a 1/2 inch iron rod with a yellow plastic cap found for the common west corner of said High Point Water Supply Corporation and an interior ell corner of said Tract II;

**THENCE** South 45 degrees 22 minutes 40 seconds East, a distance of 149.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northwest line of the above mentioned Ranch Road for the common south corner of said High Point Water Supply Corporation tract and an exterior ell corner of said Tract II;



**THENCE** South 44 degrees 10 minutes 59 seconds West, with said northwest line, a distance of 1,067.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the most southerly southwest corner of said Tract II;

**THENCE** North 45 degrees 19 minutes 57 seconds West, leaving said northwest line, a distance of 652.22 feet to a 3/8 iron rod found for an interior ell corner of said Tract II;

**THENCE** South 34 degrees 40 minutes 44 seconds West, a distance of 448.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for an exterior ell corner of said Tract II;

**THENCE** North 45 degrees 24 minutes 32 seconds West, a distance of 929.76 feet to a 1/2 inch iron rod with a yellow plastic stamped "JVC" set for an exterior ell corner of said Tract II;

**THENCE** North 44 degrees 30 minutes 58 seconds East, a distance of 676.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for an interior ell corner of said Tract II;

**THENCE** North 45 degrees 29 minutes 02 seconds West, a distance of 344.62 feet to a 1/2 inch iron rod found for an exterior ell corner of said Tract II;

**THENCE** North 44 degrees 21 minutes 50 seconds East, a distance of 1,637.57 feet to a 3-inch aluminum disk stamped "CITY OF DALLAS" found for the common southwest corner of the above mentioned City of Dallas tract and an exterior ell corner of said Tract II;

**THENCE** North 70 degrees 09 minutes 04 seconds East, a distance of 1,881.11 feet to the **POINT OF BEGINNING** and containing 135.123 acres of land, more or less.

Exhibit A

Tract 2A

**LEGAL DESCRIPTION**

**TRACT TWO**

**191.864 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being part of that tract of land described in Deed to Crockett & West, LLC, as recorded in Volume 4262, Page 553, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the southeast line of Ranch Road, a variable width right-of-way, for the north corner of that tract of land described as Tract 2 in Deed to Devonshire (Dallas) ASLI VIII, LLC, as recorded in Document No. 2017-0001848, Deed Records, Kaufman County, Texas;

**THENCE** North 44 degrees 08 minutes 23 seconds East, with said southeast line, a distance of 1,065.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the southwest corner of that tract of land described in Deed to City of Dallas, as recorded in Volume 5158, Page 110, Deed Records, Kaufman County, Texas;

**THENCE** North 70 degrees 16 minutes 24 seconds East, leaving said southeast line, a distance of 734.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** North 75 degrees 54 minutes 54 seconds East, a distance of 205.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the southwest line of University Drive, a variable width right-of-way;

**THENCE** South 45 degrees 20 minutes 03 seconds East, with said southwest line, a distance of 862.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** South 45 degrees 43 minutes 22 seconds East, continuing with said southwest line, a distance of 3,195.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** South 44 degrees 16 minutes 38 seconds West, leaving said southwest line, a distance of 1,904.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northeast line of DEVONSHIRE PHASE 2B, an Addition to Kaufman County, Texas according to the Plat thereof recorded in Document No. 2016-0015991, Map Records, Kaufman County, Texas;

**THENCE** North 45 degrees 36 minutes 06 seconds West, a distance of 4,485.67 feet to the **POINT OF BEGINNING** and containing 191.864 acres of land, more or less.

Exhibit A  
Tract 2B  
**LEGAL DESCRIPTION**  
**0.071 ACRES**

**BEING** a tract of land situated in the JUAN LOPEZ SURVEY, ABSTRACT NO. 286, Kaufman County, Texas and being part of that tract of land described in Deed to Crockett & West, LLC, as recorded in Volume 4262, Page 553, Deed Records, Kaufman County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set at the intersection of the southwest line of University Drive, a variable width right-of-way, with the southeast line of Ranch Road, a variable width right-of-way;

**THENCE** South 45 degrees 20 minutes 03 seconds East, with said southwest line, a distance of 57.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the north line of that tract of land described in Deed to City of Dallas, as recorded in Volume 442, Page 127, Deed Records, Kaufman County, Texas;

**THENCE** South 75 degrees 53 minutes 52 seconds West, leaving said southwest line, a distance of 27.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** South 70 degrees 15 minutes 22 seconds West, a distance of 98.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the southeast line of the above mentioned Ranch Road;

**THENCE** North 44 degrees 08 minutes 23 seconds East, with said southeast line, a distance of 112.15 feet to the **POINT OF BEGINNING** and containing 3,105 square feet or 0.071 acres of land more or less.



# DEVONSHIRE

KAUFMAN COUNTY, TEXAS  
NOVEMBER 2018

Avanti  
Properties  
Group

Haynes Development Company

 **J. VOLK**  
consulting  
830 Central Parkway East, Suite 300  
Plano, Texas 75074  
972.201.3100 Texas Registration No. 4-11962



## Agenda Information Sheet

---

**File #:** 18-1193

**Item #:** 35.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Department of Transportation

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize an eighteen-month agreement, with two one-year renewal options, for traffic signal construction - Durable Specialties, Inc., lowest responsible bidder of three - Not to exceed \$5,230,000.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

### **BACKGROUND**

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

This agreement will provide for on-call traffic signal construction services on a work order basis. These services include construction of both new and upgraded traffic signals, as well as both major and minor signal repairs and modifications.

In this solicitation, the Office of Procurement Services required bidders to submit a response using unit pricing. This bid resulted in a 52.48 percent increase over comparable prices for the bid awarded in 2015. However, this increase is consistent with recent construction bid tabulations for traffic signal construction in the Dallas area.

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out 35 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 835 registered M/WBE vendors to ensure maximum vendor outreach.

On November 10, 2015, City Council authorized the wage floor rate of \$10.94, by Resolution No. 15 - 2141; the selected vendor meets this requirement.



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

On June 17, 2015, City Council authorized a three-year contract for traffic signal construction services with Roadway Solutions, Inc. by Resolution No. 15-1174.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$5,230,000.00

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount   | Category       | M/WBE Goal | M/WBE % | M/WBE \$     |
|---|----------------|------------|---------|--------------|
| \$5,230,000.00  | Other Services | 25.00%     | 11.91%  | \$623,330.00 |
| • This contract does not meet the M/WBE goal, but complies with good faith efforts. |                |            |         |              |

**PROCUREMENT INFORMATION**

Method of Evaluation for Award Type:

The Office of Procurement Services received the following bids from solicitation number CIZ1763. We opened them on September 18, 2018. We recommend the City Council award this agreement to the lowest responsive and responsible bidder.

\*Denotes successful bidder

| <b><u>Bidders</u></b>                       | <b><u>Address</u></b>                         | <b><u>Amount</u></b> |
|---|---|----------------------|
| *Durable Specialties, Inc.                  | P.O. Box 535969<br>Grand Prairie, TX 75053    | \$5,230,000.00       |
| Roadway Solutions, Inc.                     | 1425 Crescent Drive<br>Carrollton, TX 75006   | \$5,596,900.00       |
| Highway Intelligent Traffic Solutions, Inc. | 1500 High Meadows Way<br>Cedar Hill, TX 75104 | \$7,855,997.70       |

**OWNER**

**Durable Specialties, Inc.**

Patrick Bryan, President

December 12, 2018

**WHEREAS**, on June 17, 2015, City Council authorized a three-year contract for traffic signal construction services in an amount not to exceed \$4,759,853.50, by Resolution No. 15-1174.

**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 agreement with Durable Specialties, Inc. (254727), approved as to form by the City Attorney, for traffic signal construction services for a term of eighteen months, with two one-year renewal options, in an amount not to exceed \$5,230,000.00. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Durable Specialties Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Durable Specialties Inc. under the contract.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$5,230,000.00 to Durable Specialties, Inc. from Encumbrance/Contract No. TRN- 2018-00008423.

**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 Information Sheet

---

**File #:** 18-1426

**Item #:** 66.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** December 12, 2018  
**COUNCIL DISTRICT(S):** Outside City Limits  
**DEPARTMENT:** Office of Strategic Partnerships & Government Affairs  
**EXECUTIVE:** Kimberly Bizer Tolbert

---

### **SUBJECT**

A resolution authorizing approval of the Verizon Place as an Authorized Public Facility Improvement Corporation Project at Dallas/Fort Worth International Airport - Financing: No cost consideration to the City

### **BACKGROUND**

The Dallas/Fort Worth International Airport's Public Facility Improvement Corporation (the "PFIC") was created in 2001 for the purpose of financing, planning, constructing, equipping, owning, renovating, repairing, improving, maintaining and/or operating one or more public facilities ("Public Facilities") within the boundaries of the Airport. The PFIC's Articles of Incorporation state that the Dallas/Fort Worth International Airport (DFW) Board and the Owner Cities must approve any projects undertaken by the PFIC (called "Approved PFIC Projects.")

Verizon leases a 77.06-acre campus from the DFW Airport Board, which has 64 years remaining on the term. Verizon wants to be released from the obligations of the lease and is willing to assign the lease to DFW Airport's PFIC.

The project was approved by the PFIC Board on November 27, 2018 and received approval by the DFW Airport Board at the December 6, 2018 meeting.

DFW Airport is requesting that the Owner Cities approve designation of Verizon Place as an authorized PFIC Project.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

No cost consideration to the City.



December 12, 2018

**WHEREAS**, with the approval of the Cities of Dallas and Fort Worth, Texas (the “Cities”), the Dallas/Fort Worth International Airport Public Facility Improvement Corporation (the “Corporation”) was duly incorporated and is a validly existing Texas non-profit airport facility financing corporation pursuant to Chapter 22 of the Texas Transportation Code, as amended; and

**WHEREAS**, the Cities are the joint owners of the real property and improvements known as Dallas/Fort Worth International Airport (the “Airport”); and

**WHEREAS**, the Corporation’s Articles of Incorporation provide that the Corporation’s purpose is to finance, plan, develop, construct, equip, own, renovate, repair, improve, maintain, and/or operate one or more public facilities (“Public Facilities”) and that the Corporation shall not undertake the implementation of any activity relating to the Airport or its facilities unless the activity relates to a Public Facility that the City Councils of each of the Cities have approved; and

**WHEREAS**, the Corporation and the Airport desire Verizon Place to be considered a Public Facility under the Corporation’s Articles of Incorporation whereby the Corporation would assume the assets, obligations, and operations of Verizon Place, and that the Corporation would be able to fulfill the purposes of the Corporation relating to a Public Facility; and

**WHEREAS**, the Corporation’s Articles of Incorporation and the Rules and Regulations Relating to the Organization, Operation, and Management of the Corporation (the “Rules and Regulations”) adopted on December 14, 2000, require that the Cities make certain findings relating to Verizon Place in order for the Corporation to assume the responsibilities and take the actions permitted under the Corporation’s Articles of Incorporation and Rules and Regulations.

**Now, Therefore,**

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

December 12, 2018

**SECTION 1.** That the City of Dallas hereby finds and determines that Verizon Place is a Public Facility as defined in Paragraph (a) of Article Four of the Articles of Incorporation of the Corporation and is a building or facility for the comfort and accommodation of air travelers, including a facility commonly found and provided at an airport, pursuant to Section 22.011(b)(1)(D) of the Texas Transportation Code, as amended, and is a facility that is beneficial to the operation or economic development of the Airport and to the development and general diversification of the economy, pursuant to Section 22.012 of the Texas Transportation Code, as amended. The City of Dallas hereby approves the financing, planning, development, construction, equipping, and operation of Verizon Place, as an Authorized Public Facility Improvement Corporation Project pursuant to Sections 1.1 and 1.2 of the Rules and Regulations and finds and determines that the project is consistent with and in furtherance of the purposes of the Corporation.

**SECTION 2.** That the City of Dallas has been provided a copy of the actions taken by the Corporation and the Airport with respect to Verizon Place and the City hereby approves of such actions.

**SECTION 3.** That this Resolution shall be in full force and effect when duly passed by both Cities.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, Interim City Attorney

By \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_



## Agenda Information Sheet

---

**File #:** 18-1112

**Item #:** 76.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 8

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a professional services contract with Gresham Smith to provide engineering services for the evaluation, design, construction administration and start-up of stormwater facilities improvements at the Southside Wastewater Treatment Plant - Not to exceed \$1,700,000.00 - Financing: Water Utilities Capital Construction Funds

### **BACKGROUND**

Southside Wastewater Treatment Plant (SWWTP) is permitted to treat an average annual flow of 110 million gallons per day of wastewater. The plant is located on approximately 3,000 acres and in addition to wastewater treatment, captures, contains and processes the stormwater within its fenced property line. The purpose of this action is to authorize engineering services to evaluate and design stormwater improvements at the plant to alleviate localized flooding and to mitigate current and future stormwater flows.

In early 2015, SWWTP experienced significant flooding due to back-to-back historic storm events. As a result, there was substantial damage to critical infrastructure, treatment processes, and mechanical and electrical components. Stormwater facility improvements will provide the ability to adequately convey stormwater throughout the plant site, while protecting critical infrastructure and ensuring operational continuity. The project will include improving drainage around the Phase III Effluent Filters building and between the Sulfur Dioxide and Chlorine building, repairs to Effluent Pump Station B flowmeters and pumps, and electrical improvements at Stormwater Pond No. 1, Middlefield Stormwater Pump Station, and the Monofill Pump Station. This project was identified in the 2010 Wastewater Facilities Strategic Plan.

The estimated construction cost for this project is \$10,000,000.00.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design                      January 2019

Complete Design                      May 2020  
Begin Construction                  August 2020  
Complete Construction              December 2021

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on December 10, 2018.

**FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$1,700,000.00

**M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| <b>Contract Amount</b>                  | <b>Category</b>             | <b>M/WBE Goal</b> | <b>M/WBE %</b> | <b>M/WBE \$</b> |
|---|-----------------------------|-------------------|----------------|-----------------|
| \$1,700,000.00                          | Architectural & Engineering | 25.66%            | 35.77%         | \$608,052.00    |
| • This contract exceeds the M/WBE goal. |                             |                   |                |                 |

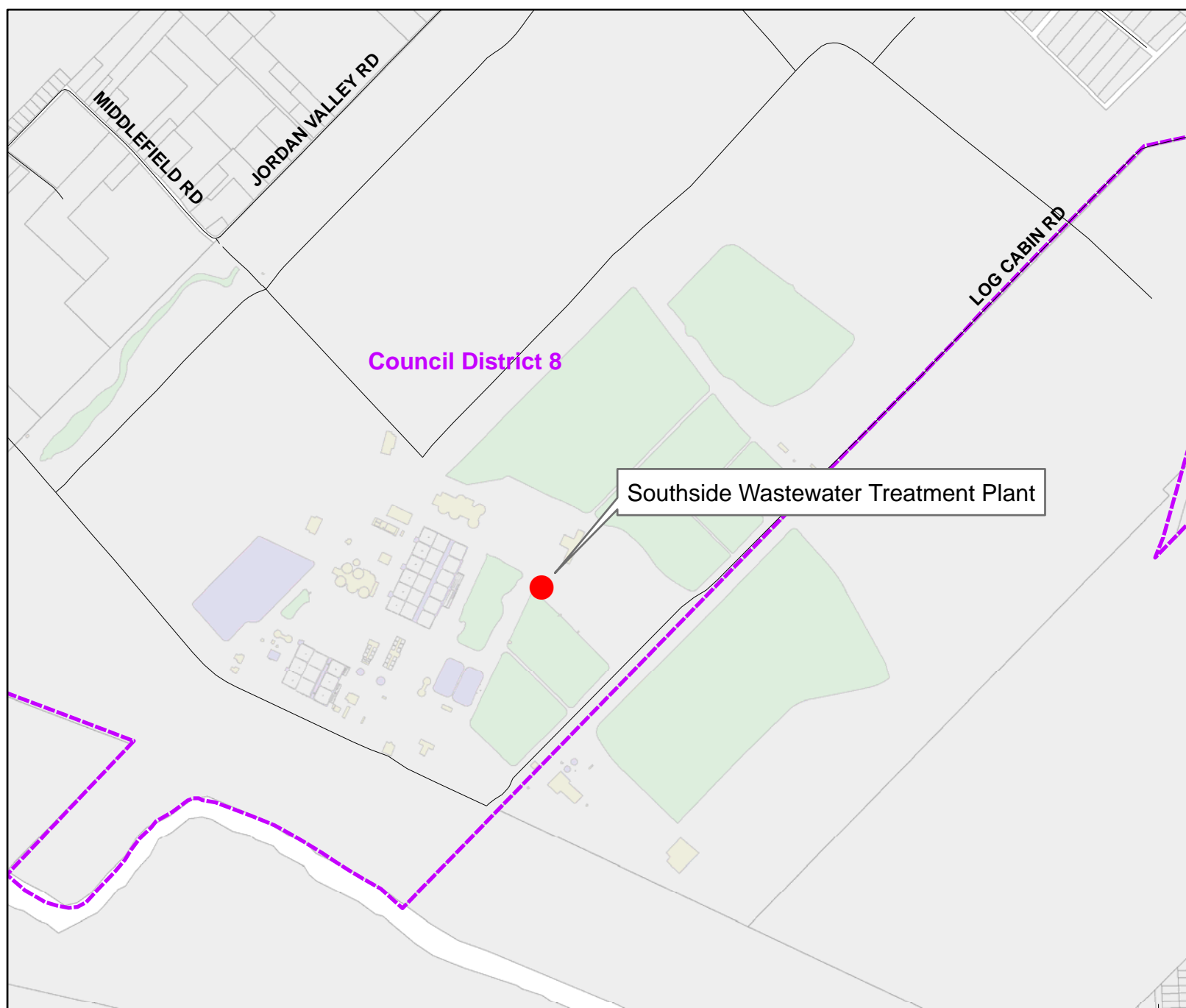
**OWNER**

**Gresham Smith**

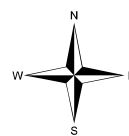
Alan J. Pramuk, Chief Executive Officer  
Rodney Chester, P.E., Chief Operating Officer

**MAP**

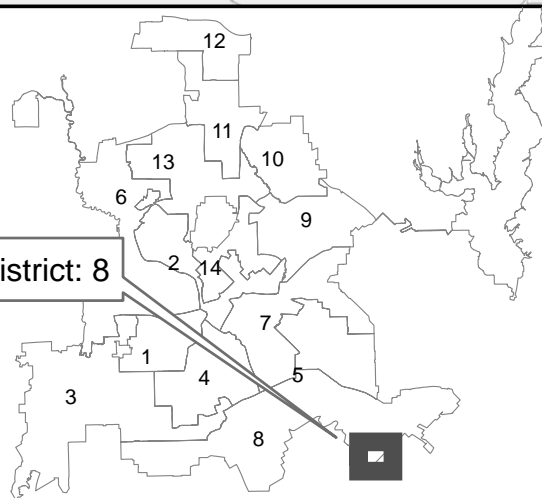
Attached



Southside Wastewater Treatment Plant



Council District: 8



**Dallas Water Utilities  
Contract No. 18-234E  
Southside Wastewater Treatment Plant  
Stormwater Facilities Improvements**



December 12, 2018

**WHEREAS,** Dallas Water Utilities has identified the need to evaluate and improve the existing stormwater facilities at the Southside Wastewater Treatment Plant; and

**WHEREAS,** engineering services are required for the evaluation, design, construction administration, and start-up of the stormwater facilities improvements; and

**WHEREAS,** Gresham Smith, 500 North Akard Street, Suite 3210, Dallas, Texas 75201 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 Gresham Smith, Contract No. 18-234E, in the amount of \$1,700,000.00 be approved and the consultant be authorized to perform the required engineering services.

**SECTION 2.** That the City Manager is hereby authorized to sign a professional services contract with Gresham Smith, approved as to form by the City Attorney, to provide engineering services for the evaluation, design, construction administration and start-up of stormwater facilities improvements at the Southside Wastewater Treatment Plant, in an amount not to exceed \$1,700,000.00.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,700,000.00 to Gresham Smith from the Wastewater Construction Fund, Fund 0103, Department DWU, Unit CS31, Object 4111, Program 718234, Encumbrance/Contract No. CX-DWU-2018-00008044, Vendor 503071.

**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 Information Sheet

**File #:** 18-1074

**Item #:** 77.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize **(1)** a construction contract for the Trinity Skyline Trail from Sylvan Avenue to the City of Irving's Campion Trail - Texas Standard Construction, Ltd. in an amount not to exceed \$5,878,100.25, lowest responsible bidder of ten; and **(2)** payment to the Texas Department of Transportation in an amount not to exceed \$180,000.00 - Total not to exceed \$6,058,100.25 - Financing: TxDOT Advance Management System Fund - Trinity Skyline Trail (\$2,649,163.95), Stormwater Drainage Management Capital Construction Fund (\$2,329,439.54), and Street and Transportation Improvements Fund (2012 Bond Funds) (\$1,079,496.76)

### **BACKGROUND**

The Trinity River Corridor contains over 70 miles of trails, which are included as part of the City's Trail Master Plan. It includes the Trinity Skyline Trail which is being developed as part of the North Central Texas Council of Governments' (NCTCOG) Fort Worth to Dallas Regional Trail Corridor that connects the two cities. Phase I of the Trinity Skyline Trail from West Commerce Street to Sylvan Avenue was completed in 2013. On May 30, 2014, the City of Dallas submitted an application to the North Central Texas Council of Governments for the nomination Phase II of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail under the Transportation Alternatives Program (TAP) Call for Projects. TAP is a federal program authorized under Section 1122 of Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) to provide funding for projects defined as transportation alternatives, including pedestrian and bicycle facilities. The Texas Transportation Commission passed Minute Order Number 114335 awarding funding for the Project, and on February 25, 2016, the City of Dallas entered into an agreement with the Texas Department of Transportation (TxDOT) for the design and construction of Phase II of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail. According to the agreement, the State is responsible for 52 percent of project costs up to a maximum of \$2,989,994.00.

The project entails design and construction of approximately 4.9 miles, 16-foot wide joint use trail along the Trinity River Corridor from Sylvan Avenue to the City of Irving's Campion Trail. To facilitate the connection to Campion Trail, a trail connection between the Trinity Skyline Trail west of the Trinity

River Elm Fork bridge and the current endpoint of the Campion Trail ("Trail Connector"), must be constructed. The Trail Connector lies within City of Irving jurisdictional boundaries. The City of Dallas will be responsible for the operation and maintenance of the Trinity Skyline Trail between Sylvan Avenue and the Trail Connector, which is located within the City of Dallas jurisdictional boundaries. The City of Irving will be solely responsible for the operation and maintenance of the Trail Connector.

Design of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail was completed in June 2018 and construction bids were received on September 21, 2018. This action authorizes award of the construction contract with Texas Standard Construction, Ltd., lowest responsible bidder of 10, for a total bid amount of \$5,878,100.25, and payment to TxDOT in the amount of \$180,000.00 to cover the City's share of TxDOT's construction oversight.

The following chart illustrates Texas Standard Construction, Ltd. contractual activities with the City of Dallas for the past three years.

|                                       | <u>PBW</u> | <u>DWU</u> | <u>PKR</u> |
|---------------------------------------|------------|------------|------------|
| Projects Completed                    | 5          | 1          | 0          |
| Change Orders                         | 16         | 0          | 3          |
| Projects Requiring Liquidated Damages | 0          | 0          | 0          |
| Projects Completed by Bonding Company | 0          | 0          | 0          |

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |                |
|-----------------------|----------------|
| Began Design          | September 2016 |
| Completed Design      | June 2018      |
| Begin Construction    | January 2019   |
| Complete Construction | December 2019  |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On May 28, 2014, City Council authorized application to the North Central Texas Council of Governments for the nomination of the Trinity Skyline Trail Project under the Transportation Alternatives Program Call for Projects by Resolution No. 14-0830.

On January 13, 2016, City Council authorized a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation for the design and construction of the Trinity Skyline Trail from Sylvan Avenue to the City of Irving's Campion Trail by Resolution No. 16-0095.

On August 24, 2016, City Council authorized a professional services contract with Freese and Nichols, Inc. to provide engineering services for the Trinity Skyline Trail Project from Sylvan Avenue to the City of Irving's Campion Trail by Resolution No. 16-1352.

On June 27, 2018, City Council authorized Interlocal Cooperation Agreement Regarding Public Trail Use between the City of Irving and the City of Dallas to support implementation of trail connection between the City of Dallas' proposed Trinity Skyline Trail from Sylvan Avenue to the Trinity River Elm Fork and the City of Irving's Campion Trail by Resolution No. 18-0913.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

TxDOT Advance Management System Fund - Trinity Skyline Trail - \$2,649,163.95  
 Stormwater Drainage Management Capital Construction Fund - \$2,329,439.54  
 Street and Transportation Improvements Fund (2012 Bond Funds) - \$1,079,496.76

|                            |                        |
|----------------------------|------------------------|
| Design                     | \$ 590,682.00          |
| Construction (this action) | <u>\$ 6,058,100.25</u> |
| Total Project Cost         | \$ 6,678,782.25        |

### **M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

| Contract Amount   | Category     | DBE Goal | M/WBE % | M/WBE \$     |
|---|--------------|----------|---------|--------------|
| \$6,058,100.25  | Construction | 4.00%    | 6.63%   | \$401,850.00 |
| • This contract exceeds the DBE goal of 4.00% and has an Overall DBE participation of 6.63% |              |          |         |              |

### **PROCUREMENT INFORMATION**

The following ten bids with quotes were opened on September 21, 2018:

\*Denotes successful bidder

#### **Bidders**

#### **Bid Amount**

|  |                |
|--|----------------|
| *Texas Standard Construction, Ltd.<br>5511 W. Ledbetter Dr.<br>Dallas, Texas 75236 | \$5,878,100.25 |
| Gadberry Construction Company, Inc.  | \$5,931,766.73 |
| McMahon Contracting, LP  | \$5,969,719.62 |
| Ed Bell Construction Company   | \$6,079,484.86 |
| WS Excavation, LLC   | \$6,126,187.00 |
| Fort Worth Civil Constructor, LLC  | \$6,336,749.60 |
| Northstar Construction, LLC  | \$6,242,777.00 |
| Texas Sterling Construction Company  | \$6,352,866.00 |
| Tiseo Paving Company   | \$7,377,552.50 |
| HQS Construction, LLC  | \$7,478,736.00 |

### **OWNER**

**Texas Standard Construction, Ltd.**

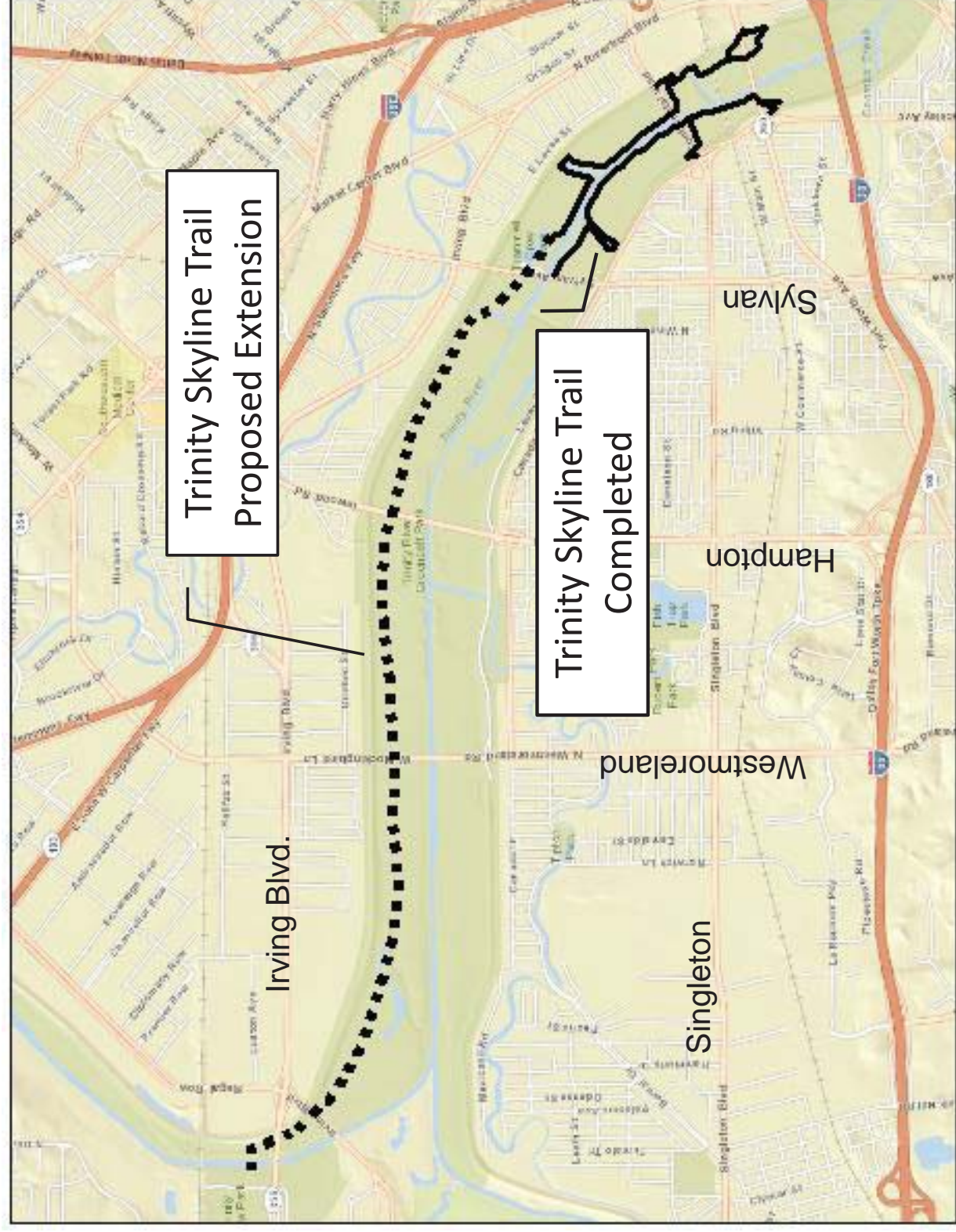
Ronald H. Dalton, President

**MAP**

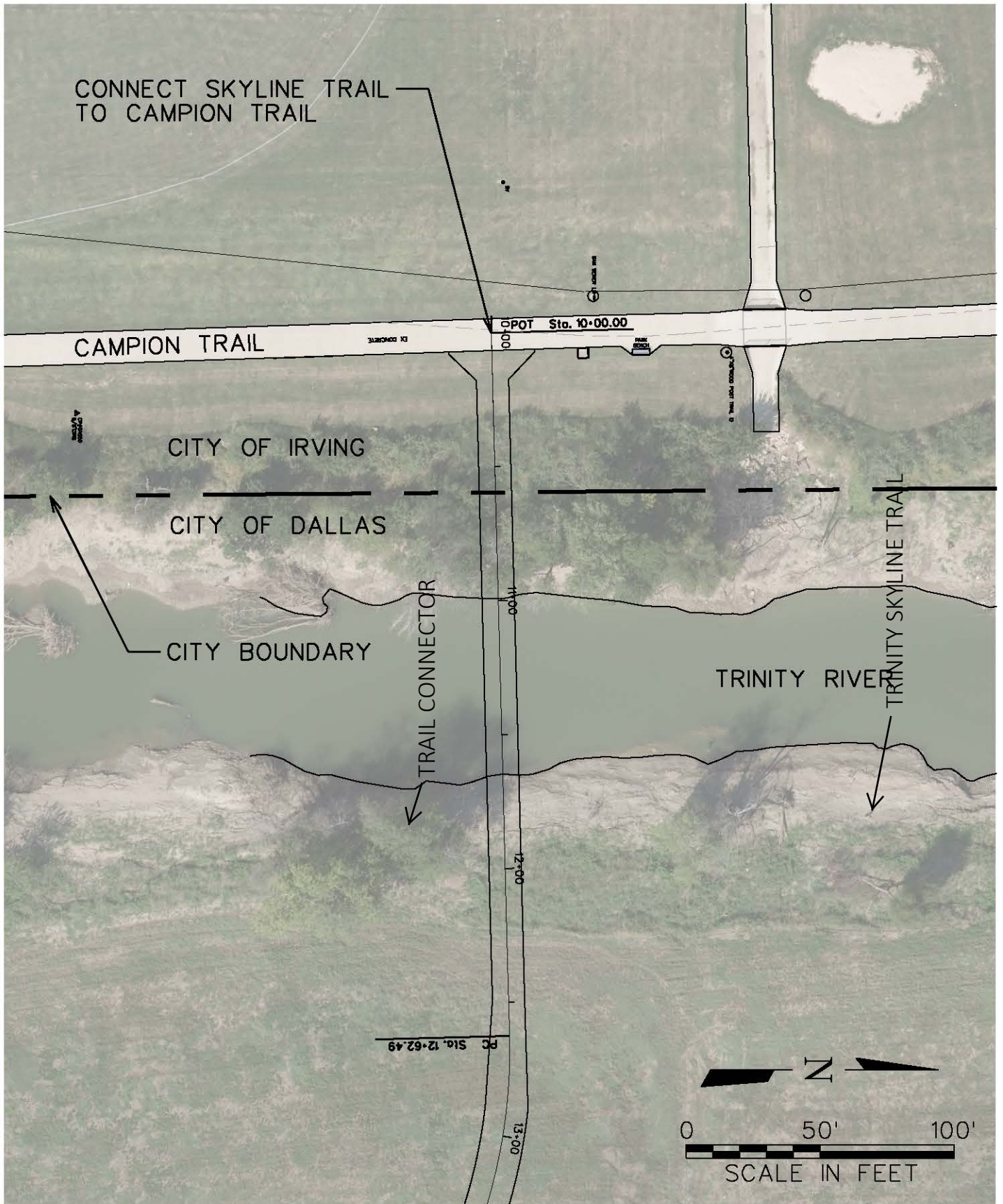
Attached



# Trinity Skyline Trail







MicroStation V8 User: 023480\Office: Dallas  
 DTW16515 N:\F\Report\Irving-Trail-Exhibit.sht  
 Plotter: J:\Plotter\Plot-V8-11-PDF-File\PDF-Monoplotter  
 Date: May 10, 2018 7:42 AM  
 Project: Trinity and Nichols, Inc. GEOPAK SS4

**FREESE & NICHOLS**  
 2711 North Haskell Avenue, Suite 3300  
 Dallas, Texas 75204  
 Phone - (214) 217-2200  
 Fax - (214) 217-2201  
 Web - www.freese.com

CITY OF DALLAS  
 TRINITY SKYLINE TRAIL  
 CIVIL  
 TRAIL EXHIBIT

| FREESE AND NICHOLS, INC.<br>TEXAS REGISTERED ENGINEERING FIRM F-2144 |                          |                             |
|--|--------------------------|-----------------------------|
| F&N JOB NO.  | DTW16515                 | 1<br><br><br><br><br>FIGURE |
| DATE   | 05/2018                  |                             |
| SCALE  |                          |                             |
| DESIGNED   | MAU                      |                             |
| DRAFTED  | MAU                      |                             |
| FILE   | Irving-Trail-Exhibit.sht |                             |

December 12, 2018

**WHEREAS**, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments and the regional forum for cooperative decisions on transportation; and

**WHEREAS**, the Regional Transportation Council approved approximately \$28 million for the Transportation Alternatives Program Call for Projects on February 13, 2014; and

**WHEREAS**, on May 28, 2014, City Council authorized application to the North Central Texas Council of Governments for the nomination of the Trinity Skyline Trail Project under the Transportation Alternatives Program Call for Projects by Resolution No. 14-0830; and

**WHEREAS**, the City of Irving has constructed and operates a public pedestrian and bicycle trail known as "Campion Trail" which is generally depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Campion Trail"); and

**WHEREAS**, on August 27, 2015, the Texas Transportation Commission awarded funding for the Trinity Skyline Trail Project from Sylvan Avenue to Campion Trail under the 2014 Transportation Alternatives Program; and

**WHEREAS**, on January 13, 2016, City Council authorized a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation and receipt of funds for the design and construction of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail, in an amount not to exceed \$2,989,994.00, Resolution No. 16-0095; and

**WHEREAS**, on January 13, 2016, City Council authorized a payment to the Texas Department of Transportation following the execution of the Local Transportation Project Advance Funding Agreement in an amount not to exceed \$180,000.00 to cover the City's share of the State's engineering review cost by Resolution No. 16-0095; and

**WHEREAS**, on August 24, 2016, City Council authorized a professional services contract with Freese and Nichols, Inc. to provide engineering services for the Trinity Skyline Trail Project from Sylvan Avenue to Campion Trail by Resolution No. 16-1352; and

**WHEREAS**, on August 24, 2017, Administrative Action No. 17-6778, authorized a Supplemental Agreement No. 1 to the professional services contract with Freese and Nichols, Inc. to provide additional engineering services for the Trinity Skyline Trail Project from Sylvan Avenue to Campion Trail; and

**WHEREAS**, the City of Dallas shall be solely responsible for the design and construction of the Trinity Skyline Trail Project from Sylvan Avenue to the City of Irving's Campion Trail; and

December 12, 2018

**WHEREAS**, to facilitate the connection to Campion Trail, a trail connection between the Trinity Skyline Trail west of the Trinity River Elm Fork and the current endpoint of the Campion Trail, ("Trail Connector") must be constructed within City of Irving jurisdictional boundaries; and

**WHEREAS**, the City of Irving shall be solely responsible for the operation and maintenance of the Campion Trail and the Trail Connector, which area is located within City of Irving jurisdictional boundaries; and

**WHEREAS**, the City of Dallas shall be solely responsible for the operation and maintenance of the Trinity Skyline Trail between Sylvan Avenue and the Trail Connector, which area is located within City of Dallas jurisdictional boundaries; and

**WHEREAS**, on August 24, 2016, City Council authorized an Interlocal Cooperation Agreement Regarding Public Trail Use between the City of Irving and the City of Dallas to support implementation of trail connection between the City of Dallas' proposed Trinity Skyline Trail from Sylvan Avenue to the Trinity River Elm Fork and the City of Irving's Campion Trail by Resolution 18-0913; and

**WHEREAS**, on September 21, 2018, ten bids were received for the construction contract of the Trinity Skyline Trail from Sylvan Avenue to the City of Irving's Campion Trail, listed as follows:

| <b><u>Bidders</u></b>               | <b><u>Bid Amount</u></b> |
|-------------------------------------|--------------------------|
| Texas Standard Construction, Ltd.   | \$5,878,100.25           |
| Gadberry Construction Company, Inc. | \$5,931,766.73           |
| McMahon Contracting, LP             | \$5,969,719.62           |
| Ed Bell Construction Company        | \$6,079,484.86           |
| WS Excavation, LLC                  | \$6,126,187.00           |
| Fort Worth Civil Constructor, LLC   | \$6,336,749.60           |
| Northstar Construction, LLC         | \$6,242,777.00           |
| Texas Sterling Construction Company | \$6,352,866.00           |
| Tiseo Paving Company                | \$7,377,552.50           |
| HQS Construction, LLC               | \$7,478,736.00           |

**WHEREAS**, the bid submitted by Texas Standard Construction, Ltd., 5511 W. Ledbetter Drive, Dallas, Texas 75236, in the amount of \$5,878,100.25, is the lowest and best of all bids received.

**Now, Therefore,**

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

December 12, 2018

**SECTION 1.** That the bid submitted by Texas Standard Construction, Ltd., in the amount of \$5,878,100.25, for doing the work covered by the plans, specifications, and contract documents, be accepted and a payment to the Texas Department of Transportation in an amount of \$180,000.00 to cover the City's share of TxDOT's construction oversight be authorized.

**SECTION 2.** That the City Manager is hereby authorized to **(1)** sign a construction contract with Texas Standard Construction, Ltd., approved as to form by the City Attorney, for the Trinity Skyline Trail from Sylvan Avenue to the City of Irving's Campion Trail, in an amount not to exceed \$5,878,100.25; and **(2)** make a payment to the Texas Department of Transportation, in an amount not to exceed \$180,000.00.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$5,878,100.25 to Texas Standard Construction, Ltd., as follows:

|  |                       |
|--|-----------------------|
| TxDOT Advance Management System Fund – Trinity Skyline Trail<br>Fund 0584, Department TWM, Unit W051<br>Object 4599, Program PBSWW051, Vendor 508379<br>Encumbrance/Contract No. DWU-2018-00008120 | \$2,649,163.95        |
| Stormwater Drainage Management Capital Construction Fund<br>Fund 0063, Department SDM, Unit W051<br>Object 4599, Program PBSWW051, Vendor 508379<br>Encumbrance/Contract No. DWU-2018-00008120     | \$2,149,439.54        |
| Street and Transportation Improvements Fund<br>Fund 3U22, Department STS, Unit S624<br>Object 4599, Program PBSWW051, Vendor 508379<br>Encumbrance/Contract No. DWU-2018-00008120                  | <u>\$1,079,496.76</u> |
| Total amount not to exceed   | \$5,878,100.25        |

**SECTION 4.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$180,000.00 to the Texas Department of Transportation from Stormwater Drainage Management Capital Construction Fund, Fund 0063, Department SDM, Unit W051, Object 4111, Program PBSWW051, Vendor 020318, Encumbrance/Contract No. DWU-2019-00008316.

**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 Information Sheet

**File #:** 18-1249

**Item #:** 78.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize an increase in the construction services contract with BAR Constructors, Inc. for additional work associated with the construction of the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station - Not to exceed \$255,190.16, from \$69,250,327.90 to \$69,505,518.06 - Financing: Flood Protection and Storm Drainage Facilities Fund (2012 Bond Funds)

### **BACKGROUND**

The 2006 Bond Program approved \$334 million dollars for storm drainage and flood management projects, including funds for the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station. The 2012 Bond Program provided additional funds necessary for the construction of the Able No. 3 Pump Station. The Able No. 3 Pump Station Project located at 615 S. Riverfront Boulevard, will provide 100-year flood protection to a large industrial and commercial area in Dallas that has flooded several times in recent years. The pump station has a total pumping capacity of 880,000 gallons per minute.

The Water Resources Development Act of 2007 provided authorization for the Dallas Floodway Project which includes the Balanced Vision Plan and Interior Drainage Plan for the East and West Levees. The Able No. 3 Pump Station is part of the Interior Drainage Plan and has been released for construction by the U.S. Army Corps of Engineers. This construction serves as a portion of the City of Dallas' in-kind credit towards the construction of the Dallas Floodway Project. This contract is being fully coordinated with the U.S. Army Corps of Engineers with respect to their ongoing development of the Dallas Floodway Environmental Impact Statement (EIS) and future construction activities.

On August 27, 2014, City Council authorized award of a contract to BAR Constructors, Inc. for the construction of the Able No. 3 Pump Station, in an amount not to exceed \$68,275,000, by Resolution No. 14-1391.

On June 22, 2016, City Council authorized Change Order No. 1 to the contract with BAR Constructors, Inc. for modifications to the construction of the Able No. 3 Pump Station. This change

order addressed various elements identified during construction to increase the constructability of the pump station, including additional Concrete Modified Crushed Concrete (CMCC) material and drain pipe with bedding material behind the retaining walls, as well as changes requested by Dallas Water Utilities for the 24 inch water main aerial crossing by Resolution No. 16-1084.

On September 13, 2017, City Council authorized Change Order No. 2 to the contract with BAR Constructors, Inc. for modifications to the construction of the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station. This change order addressed various elements identified during construction including modifications to structural and security elements of the building and the site, modifications to the emergency generator and changes requested by Oncor by Resolution No. 17-1455.

This action will authorize Change Order No. 3 to the contract with Bar Constructors, Inc. for modifications to the construction of the Able No. 3 Pump Station. This change order will address various elements identified during construction, including modifications to electrical and control equipment, modifications to architectural elements of the site and building exterior and removal of asbestos in the existing pump stations and pipes.

### **ESTIMATED SCHEDULE OF PROJECT**

|                       |               |
|-----------------------|---------------|
| Began Design          | November 2008 |
| Completed Design      | June 2014     |
| Began Construction    | November 2014 |
| Complete Construction | June 2019     |

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 12, 2014, City Council authorized a Discretionary Service Agreement between the City and Oncor Electric Delivery Company, LLC. to relocate an existing 138 kilovolt electric transmission on Oncor's East Levee-West Industrial Line by Resolution No. 14-0336.

On August 27, 2014, City Council authorized a professional services contract with Jacobs Engineering Group, Inc., for construction management services by Resolution No. 14-1390.

On August 27, 2014, City Council authorized award of a contract to Bar Constructors, Inc. for the construction of the Levee Drainage System - Sump A Improvements, by Resolution No. 14-1391.

On August 27, 2014, City Council authorized a professional services contract with Kleinfelder Central, Inc. to provide construction material testing during the construction of the Levee Drainage System - Sump A Improvements by Resolution No. 14-1392.

On August 27, 2014, City Council authorized the Facilities Extension Agreement contract with Oncor Electric Delivery Company, LLC. for the extension of Standard Delivery System facilities and an alternate feed for each service by Resolution No. 14-1393.

On August 27, 2014, City Council authorized a Discretionary Service Agreement between the City and Oncor Electric Delivery Company LLC. for additional costs relating to the relocation of an existing 138 kilovolt electric transmission tower on Oncor's East Levee-West Industrial line in conjunction with

the Levee Drainage System - Sump A Improvements by Resolution No. 14-1394.

On August 27, 2014, City Council authorized Supplemental Agreement No. 4 to the professional services contract with HDR Engineering, Inc., for design support services during construction by Resolution No. 14-1395.

On June 22, 2016, City Council authorized Change Order No. 1 to the construction contract with Bar Constructors, Inc. for modifications to the construction of the Levee Drainage System - Sump A to address various elements identified during construction that should increase the constructability of the pump station, including additional Concrete Modified Crushed Concrete (CMCC) material and drain pipe with bedding material behind the retaining walls, and changes requested by Dallas Water Utilities for the 24 inch water main aerial crossing by Resolution No. 16-1084.

On September 13, 2017, City Council authorized Change Order No. 2 to the contract with BAR Constructors, Inc. for modifications to the construction of the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station to address various elements identified during construction including modifications to structural and security elements of the building and the site, modifications to the emergency generator and changes requested by Oncor by Resolution No. 17-1455.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on December 10, 2018.

### **FISCAL INFORMATION**

Flood Protection and Storm Drainage Facilities Fund (2012 Bond Funds) - \$255,190.16

|                              |                 |
|------------------------------|-----------------|
| Design                       | \$ 4,333,000.00 |
| Supplemental Agreement No. 1 | \$ 5,052,772.00 |
| Supplemental Agreement No. 2 | \$ 0.00         |
| Supplemental Agreement No. 3 | \$ 0.00         |
| Supplemental Agreement No. 4 | \$ 1,601,730.00 |
| Supplemental Agreement No. 5 | \$ 0.00         |
| Supplemental Agreement No. 6 | \$ 0.00         |
| Supplemental Agreement No. 7 | \$ 0.00         |

Total Design Cost \$10,987,502.00

|                                  |                 |
|----------------------------------|-----------------|
| Construction                     | \$68,275,000.00 |
| Change Order No. 1               | \$ 349,468.28   |
| Change Order No. 2               | \$ 625,859.62   |
| Change Order No. 3 (this action) | \$ 255,190.16   |

Total Construction Cost \$69,505,518.06

### **M/WBE INFORMATION**

In accordance with the City's Business Inclusion and Development Plan adopted on October 22,

2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

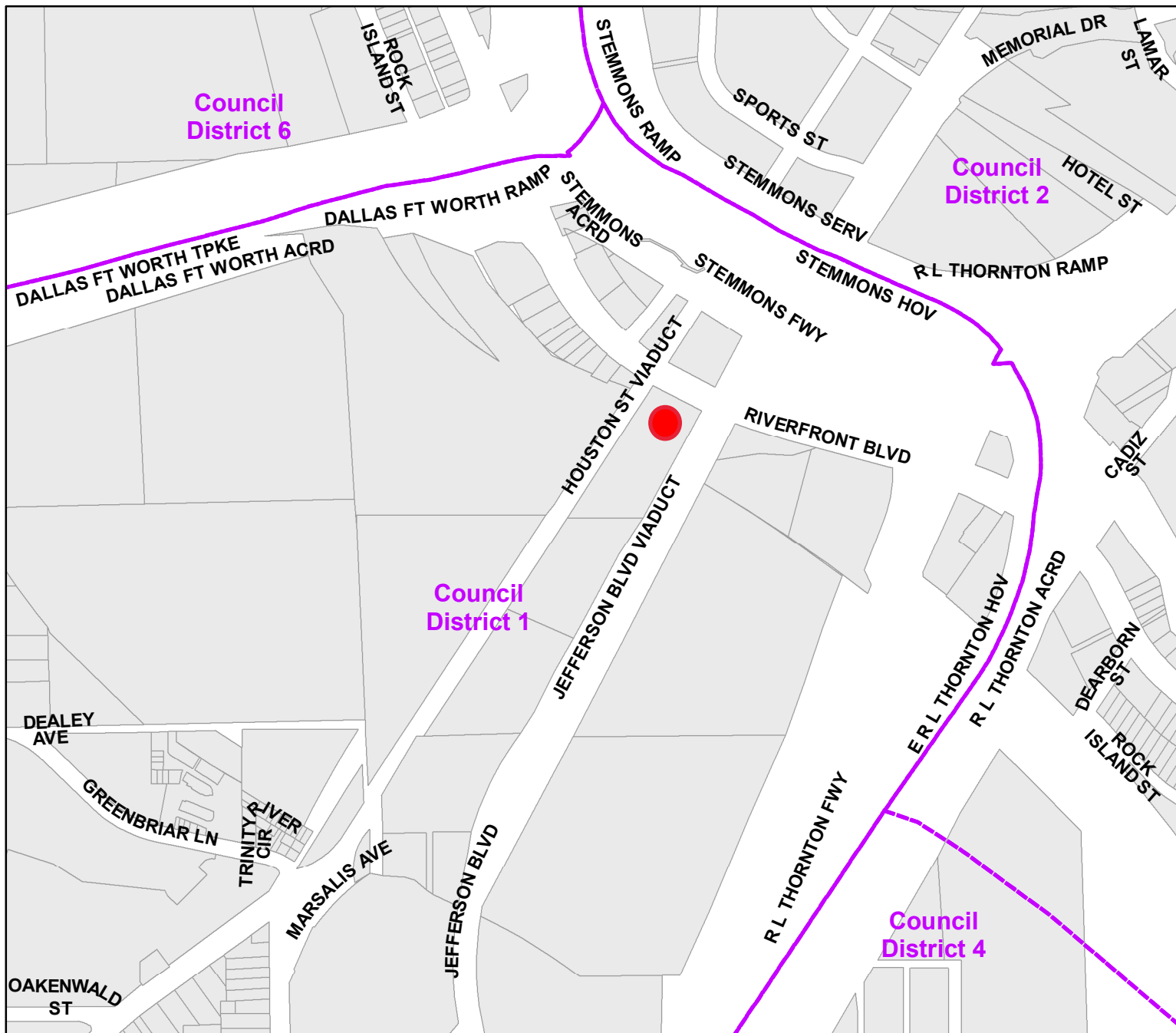
| <b>Contract Amount</b>                                    | <b>Category</b> | <b>M/WBE Goal</b> | <b>M/WBE %</b> | <b>M/WBE \$</b> |
|---|-----------------|-------------------|----------------|-----------------|
| \$255,190.16  | Construction    | 25.00%            | 71.34%         | \$182,063.82    |
| • This contract exceeds the M/WBE goal.                   |                 |                   |                |                 |
| • Change Order No. 3 - 47.87% Overall M/WBE participation |                 |                   |                |                 |

**OWNER****Bar Constructors, Inc.**

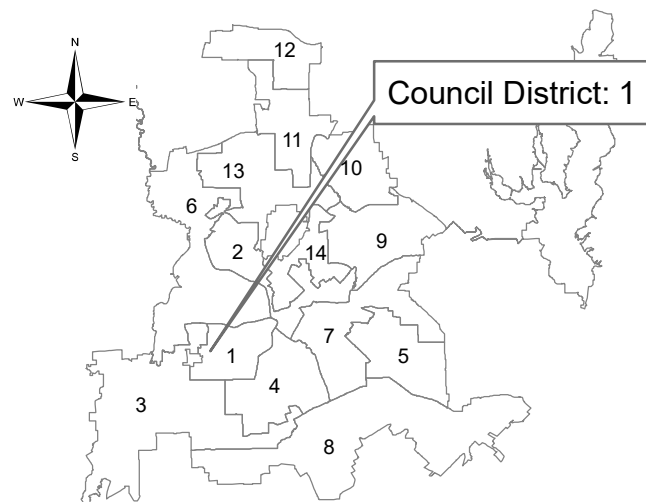
Isidro Arrambide, Jr., President

**MAP**

Attached



Levee Drainage System Sump A Improvement  
(Able No. 3 Storm Water Pump Station)



**Dallas Water Utilities**  
**TW12S768**  
**Stormwater Project Management**



December 12, 2018

**WHEREAS**, on November 10, 2008, City Council authorized a professional services contract with HDR Engineering, Inc. for engineering design of major flood management and pump station improvement projects, in an amount not to exceed \$4,333,000.00, by Resolution No. 08-3133; and

**WHEREAS**, on April 13, 2011, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HDR Engineering, Inc., for additional design services on the Levee Drainage System - Sump A Improvements, also referred to as Able No. 3 Pump Station, to add items associated with the sump improvements and to comply with the Federal Emergency Management Agency's redundancy requirements, in an amount not to exceed \$5,052,772.00, from \$4,333,000.00 to \$9,385,772.00, by Resolution No. 11-0961; and

**WHEREAS**, on January 10, 2014, Administrative Action No. 14-5250 authorized Supplemental Agreement No. 2 to the professional services contract with HDR Engineering, Inc., for additional design services on the Levee Drainage System - Sump A Improvements to comply with recommendations made by the United States Army Corps of Engineers and the Texas Parks and Wildlife Department with zero cost, having no effect on the contract amount; and

**WHEREAS**, on February 12, 2014, City Council authorized a Discretionary Service Agreement between the City and Oncor Electric Delivery Company LLC to relocate an existing 138 kilovolt electric transmission on Oncor's East Levee-West Industrial line in conjunction with the Levee Drainage System - Sump A Improvements, in an amount not to exceed \$273,173.60, by Resolution No. 14-0336; and

**WHEREAS**, on June 5, 2014, Administrative Action No. 14-6047 authorized Supplemental Agreement No. 3 to the professional services contract with HDR Engineering, Inc., for additional design services on the Levee Drainage System - Sump A Improvements to comply with the adoption of the 2012 International Building Code and additional items required by Dallas Water Utilities with zero cost, having no effect on the contract amount; and

**WHEREAS**, bids were received on July 17, 2014, for the construction of the Levee Drainage System – Sump A Improvements, also referred to as Able No. 3 Pump Station; and

**WHEREAS**, on August 27, 2014, City Council authorized a professional services contract with Jacobs Engineering Group, Inc., for construction management services during construction, in an amount not to exceed \$2,951,871.00, by Resolution No. 14-1390; and

December 12, 2018

**WHEREAS**, on August 27, 2014, City Council authorized a contract with BAR Constructors, Inc. for construction of the Able No. 3 Pump Station, in an amount not to exceed \$68,275,000.00, by Resolution No. 14-1391; and

**WHEREAS**, on August 27, 2014, City Council authorized a professional services contract with Kleinfelder Central, Inc. to provide construction material testing during the construction of the Levee Drainage System - Sump A Improvements, in an amount not to exceed \$378,812.00, by Resolution No. 14-1392; and

**WHEREAS**, on August 27, 2014, City Council authorized the Facilities Extension Agreement contract with Oncor Electric Delivery Company, LLC. for the extension of Standard Delivery System facilities and an alternate feed for each service, in an amount not to exceed \$1,889,414.53, by Resolution No. 14-1393; and

**WHEREAS**, on August 27, 2014, City Council authorized Supplemental Agreement No. 1 to the Discretionary Service Agreement between the City and Oncor Electric Delivery Company LLC. for additional costs relating to the relocation of an existing 138 kilovolt electric transmission on Oncor's East Levee-West Industrial line in conjunction with the Levee Drainage System - Sump A Improvements, in an amount not to exceed \$116,826.00, from \$273,174.00 to \$390,000.00, by Resolution No. 14-1394; and

**WHEREAS**, on August 27, 2014, City Council authorized Supplemental Agreement No. 4 to the professional services contract with HDR Engineering, Inc., for design support services during construction, in an amount not to exceed \$1,601,730.00, from \$9,385,772.00 to \$10,987,502.00, by Resolution No. 14-1395; and

**WHEREAS**, on October 21, 2015, Administrative Action No. 15-1849 authorized a Discretionary Service Agreement with Oncor for the temporary relocation of the electric feeds for the existing Small Able and Large Able Pump Stations, in an amount not to exceed \$17,851.60; and

**WHEREAS**, on February 25, 2016, Administrative Action No. 16-5471 authorized Supplemental Agreement No. 5 to the professional services contract with HDR Engineering, Inc., for additional design support services during construction with zero cost, having no effect on the contract amount; and

December 12, 2018

**WHEREAS**, on June 22, 2016, City Council authorized Change Order No. 1 to the construction contract with Bar Constructors, Inc., for modifications to the construction of the Able No. 3 Pump Station, to address various elements identified during construction to increase the constructability of the pump station, including additional Concrete Modified Crushed Concrete (CMCC) material and drain pipe with bedding material behind the retaining walls, and changes requested by Dallas Water Utilities for the 24 inch water main aerial crossing, in an amount not to exceed \$349,468.28, from \$68,275,000.00 to \$68,624,468.28, by Resolution No. 16-1084; and

**WHEREAS**, on October 24, 2016, Administrative Action No. 16-6809 authorized a Discretionary Service Agreement with Oncor to provide temporary power for the testing of the Able No. 3 Storm Water Pump Station, in an amount not to exceed \$21,439.76; and

**WHEREAS**, on August 30, 2016, Administrative Action No. 16-6643 authorized Supplemental Agreement No. 6 to the professional services contract with HDR Engineering, Inc., for additional design support services during construction with zero cost, having no effect on the contract amount; and

**WHEREAS**, on May 24, 2017, Administrative Action No. 17-6266 authorized Supplemental Agreement No. 7 to the professional services contract with HDR Engineering, Inc., for additional design support services during construction with zero cost, having no effect on the contract amount; and

**WHEREAS**, on September 13, 2017, City Council authorized Change Order No. 2 to the construction services contract with BAR Constructors, Inc. for modifications to the construction of the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station. This change order is to address various elements identified during construction that will increase the constructability of the pump station, including structural, building security, site security and emergency generator modifications and changes requested by Oncor, in an amount not to exceed \$625,859.62, increasing the contract amount from \$68,624,468.28 to \$69,250,327.90, by Resolution No. 17-1455; and

**WHEREAS**, the U.S. Army Corps of Engineers will recognize this contract with BAR Constructors, Inc. as a portion of the City of Dallas' in-kind credit for the 35% cost sharing of the Water Resources Development Act of 2007, Section 5141 for the Dallas Floodway project that may also reduce future city expenses and for the Corps' construction project; and

December 12, 2018

**WHEREAS**, this action will authorize Change Order No. 3 to the construction services contract with Bar Constructors, Inc. for additional work associated with the construction of the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station. This change order will address various elements identified during construction, including modifications to electrical and control equipment, modifications to architectural elements of the site and building exterior and removal of asbestos in the existing pump stations and pipes, in an amount not to exceed \$255,190.16, increasing the contract from \$69,250,327.90 to \$69,505,518.06.

**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 Bar Constructors, Inc. (Change Order No. 3) is authorized for additional work associated with the construction of the Levee Drainage System - Sump A Improvements, also referred to as the Able No. 3 Pump Station, in an amount not to exceed \$255,190.16, increasing the contract amount from \$69,250,327.90 to \$69,505,518.06.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$255,190.16 to Bar Constructors, Inc. from Flood Protection and Storm Drainage Facilities Fund, Fund 3U23, Department TWM, Unit S768, Activity SDRS, Program TW12S768, Object 4540, Encumbrance CT-TWM12S768K1, Vendor 125824.

**SECTION 3.** That this contract is designated as Contract No. TWM-2016-00000639.

**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 Information Sheet

---

**File #:** 18-1360

**Item #:** 80.

---

**STRATEGIC PRIORITY:** Government Performance and Financial Management

**AGENDA DATE:** December 12, 2018

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Secretary's Office

**EXECUTIVE:** Bilierae Johnson

---

### **SUBJECT**

Consideration of appointments to the Dallas/Fort Worth International Airport Board of Directors for Positions 01, 05 and 11 (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.). (List of nominees in the City Secretary's Office)

### **BACKGROUND**

The Dallas Fort Worth International Airport Board (DFW) was created by agreement between the City of Dallas and the City of Fort Worth. The Dallas City Council is authorized to appoint six (6) members to the Dallas/Fort Worth International Airport Board (Place Nos. 1, 4, 5, 6, 9 and 11). The terms for Places 1, 5 and 11 expire on January 31<sup>st</sup> of odd-numbered years; and the terms for Places 4, 6 and 9 expire on January 31<sup>st</sup> of even-numbered years. Per City Council Resolution No. 76-1888, the "duly elected Mayor of the City of Dallas is automatically appointed to fill Place 10."

The practice of the City Council is for City Councilmembers to nominate individuals before terms expire (between October and December), with special attention given to including "persons of all races and ethnicity" (Dallas City Charter, Chapter XXIV, Section 13(d)). Nominees then undergo conflict of interest/background checks and are interviewed by the Mobility Solutions, Infrastructure and Sustainability Committee (MSIS), with final recommendations for appointment being presented to the City Council in mid-December (terms expire on January 31<sup>st</sup> of each year).

The City Council has the opportunity to appoint individuals recommended by the MSIS Committee or make substitute appointments as long as the substitute nominee(s) were interviewed by the MSIS Committee.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On November 16, 2011, the City Council authorized formalizing the selection process for use in appointing members to the DFW Board by Resolution No. 11-3106.



At its December 10, 2018 meeting, the MSIS interviewed four nominees submitted for possible appointment to the board for positions 01, 05 and 11 and subsequently selected \_\_nominees to recommend to the City Council for appointment.

Each nominee is recommended for a two-year term.

### **FISCAL INFORMATION**

No cost consideration to the City.

December 12, 2018

**WHEREAS**, in 1968, the cities of Dallas and Fort Worth entered into a contract ("Contract") to provide for the construction and operation of the Dallas-Fort Worth International Airport ("DFW Airport"); and pursuant to the terms of the Contract, as amended, the Dallas City Council is authorized to appoint six (6) members to the DFW Airport Board of Directors, such appointments to be evidenced by a resolution on file in the Dallas city records; and

**WHEREAS**, each Dallas board member shall be appointed to occupy designated Positions Nos. 1, 4, 5, 6, 9, 11 and that Position 10 shall at all times be filled by the duly elected Mayor of the City of Dallas; and

**WHEREAS**, the terms of office for three of the six Dallas appointed members serving in Positions 01, 05 and 11 expire January 31, 2019;

**Now, Therefore,**

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

**Section 1.** That the following three individuals are hereby (re)appointed to the DFW Airport Board of Directors with terms to begin February 1, 2019 and expire January 31, 2021:

POSITION 00 \_\_\_\_\_  
POSITION 00 \_\_\_\_\_  
POSITION 00 \_\_\_\_\_

**Section 2.** That, upon selection of individuals to serve on the DFW Airport Board of Directors, the City Secretary's Office shall assign these individuals to one of the available board positions.

**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.