



## Agenda Information Sheet

**File #:** 19-410

**Item #:** 6.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

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### **SUBJECT**

Authorize a professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide architectural and engineering design and construction administration services for the new Transportation Network Center on the first floor of Garage A at Dallas Love Field - Not to exceed \$195,000.00 - Financing: Aviation Capital Construction Fund

### **BACKGROUND**

Garage A was built in 1984 and currently offers parking for 3,000 vehicles. Garage B, which currently provides 4,000 parking spaces, and the Pedestrian Concourse were completed in 2004. To extend the useful life of the buildings, a condition assessment was completed on both garages in 2014 to establish a prioritized identification of major maintenance and repairs. Annual progress on prioritized work has been completed from 2015 to the present.

This action will authorize a professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide architectural and engineering design and construction administration services for the new Transportation Network Center on the first floor of Garage A. Thereby, providing a dedicated pick-up area for transportation network companies, also known as, app-based rides.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	July 2019
Begin Construction	August 2019
Complete Construction	October 2019

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Aviation Capital Construction Fund - \$195,000.00

**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 \$
\$195,000.00	Architectural & Engineering	25.66%	31.79%	\$62,000.00
• This contract exceeds the M/WBE goal.				

**PROCUREMENT INFORMATION**

Pursuant to the requirements of Administrative Directive 4-5: Contracting Policy, Section 10.5.6 identifies the department's responsibility to send a justification memorandum to the City Manager's Office for their concurrence in utilization of Special Need Justification process for Consultant Contracting. The Department of Aviation has respectfully asked for concurrence from the City Manager's Office in authorizing a new contract with M. Arthur Gensler Jr. & Associates, Inc. for the proposed Garage A Transportation Network Center.

The Department of Aviation selected M. Arthur Gensler Jr. & Associates, Inc. to assess conditions, prioritize major repairs, design solutions, and perform construction administration for Dallas Love Field Garages A and B Major Maintenance. Their familiarity and understanding of existing garage conditions were developed over the last three years and offer the Department of Aviation many benefits as quick planning is launched for accommodation of the new Transportation Network Center (TNC) on the first floor of Garage A. M. Arthur Gensler Jr. & Associates, Inc.'s project team will provide immediate response on traffic flow and a structural system that will guide reconfiguration of the parking layout, allowing access for TNC drivers and passengers.

**OWNER**

**M. Arthur Gensler Jr. & Associates, Inc.**

Cindy Simpson, Managing Director and Principal

**MAP**

Attached



Terminal

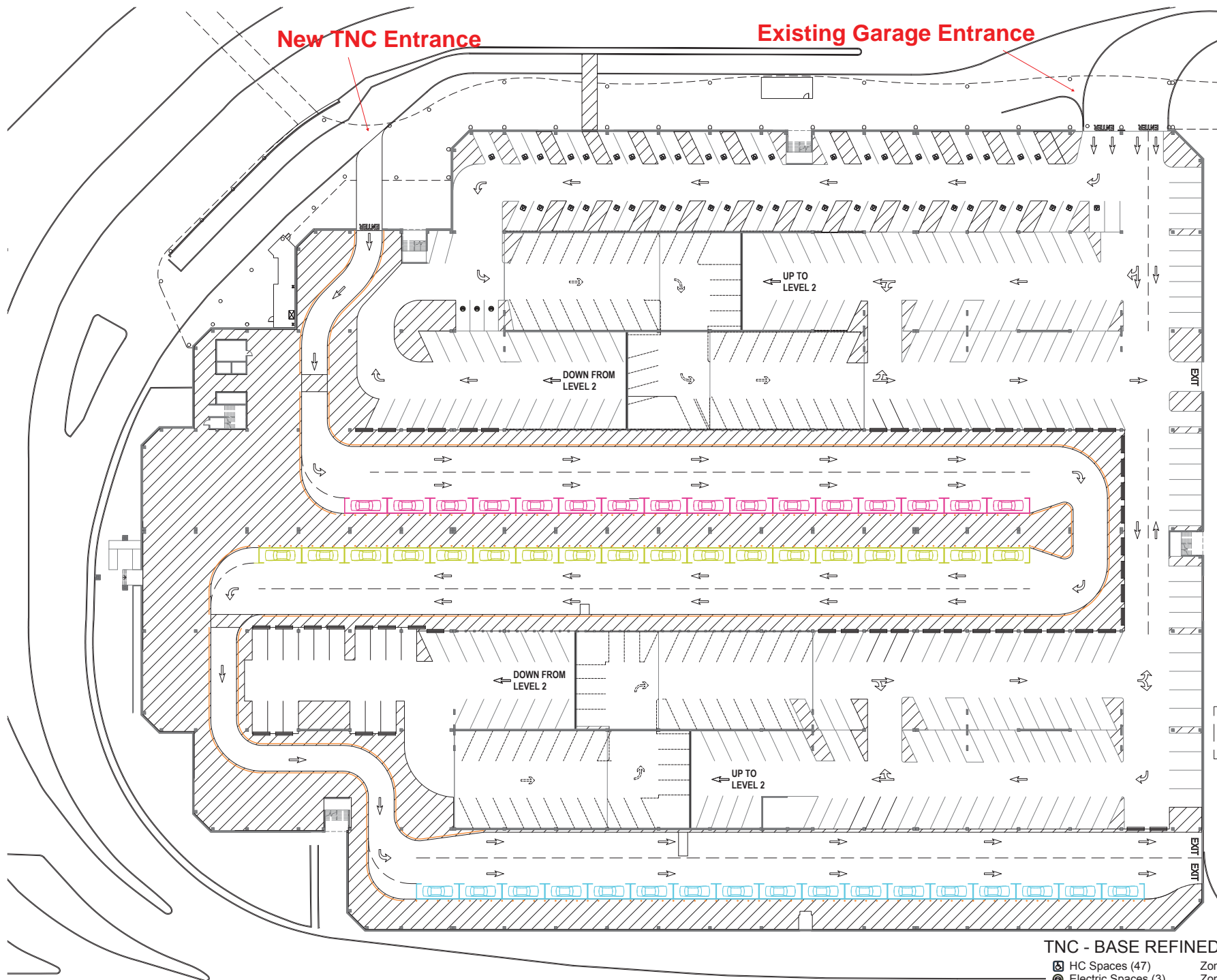
New TNC Entrance

Existing Garage Entrance

Garage A - 1st Floor

TNC - BASE REFINED 2.0

- HC Spaces (47)
- Electric Spaces (3)
- Guardrail
- Bollards (207)
- Zone A (16)
- Zone B (18)
- Zone C (17)



April 10, 2019

**WHEREAS**, Dallas Love Field has 7,000 parking spaces in existing Garages A and B; and

**WHEREAS**, current conditions of both structures have been assessed, and structural and building system upgrades have been prioritized; and

**WHEREAS**, phased completion of major maintenance and repairs is ongoing to extend the useful life of the buildings; and

**WHEREAS**, architectural and engineering design and construction administration services are required for the new Transportation Network Center on the first floor of Garage A; and

**WHEREAS**, it is now necessary to authorize a professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide design and construction administration services for the new Transportation Network Center on the first floor of Garage A at Dallas Love Field.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with M. Arthur Gensler Jr. & Associates, Inc., approved as to form by the City Attorney, to provide architectural and engineering design and construction administration services for the new Transportation Network Center on the first floor of Garage A at Dallas Love Field.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$195,000.00 to M. Arthur Gensler Jr. & Associates, Inc. in accordance with the terms and conditions of the contract from Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit 8738, Object 4111, Activity AAIP, Program AV8738, Commodity 91817, Encumbrance/Contract No. CX-AVI-2019-00009616, Vendor VS000001122.

**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 #:** 19-308

**Item #:** 7.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

### **SUBJECT**

Authorize **(1)** a construction contract for the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field - Austin Bridge and Road, L.P., lowest responsible bidder of two; and **(2)** an increase in appropriations in an amount not to exceed \$6,000,000.00 in the Aviation Passenger Facility Charge - Near Term Projects Fund - Not to exceed \$28,092,994.35 - Financing: Aviation Passenger Facility Charge - Near Term Projects Fund

### **BACKGROUND**

This action will authorize a construction contract with Austin Bridge and Road, L.P. for construction services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field.

The project includes, reconstruction of Taxiway Bravo from the Runway 31R end to Taxiway B1, reconfiguration of taxiway connectors, rehabilitation of the holding bay on Taxiway Bravo at the Runway 31R hold-line, reconstruction of Taxiway Bravo from Taxiway P to Taxiway B4 and construction of a new portion of Taxiway Mike from the existing Taxiway D to the existing Taxiway B4, along with new connecting taxiways.

On April 10, 2019, City Council will be asked to authorize Supplemental Agreement No. 10 to the professional services contract with Garver, LLC to provide full time on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field. City Council will also be asked to authorize Supplemental Agreement No. 5 to the professional services contract with Alliance Geotechnical Group to provide Construction Materials Testing services for this project.

### **ESTIMATED SCHEDULE OF PROJECT**

Began Design	June 2018
Completed Design	January 2019
Begin Construction	May 2019
Complete Construction	June 2020

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Aviation Passenger Facility Charge - Near Term Projects Fund - \$28,092,994.35

Design	\$ 2,755,500.00
Construction Administration	\$ 1,733,600.00 (concurrent item)
Materials Testing	\$ 551,399.26 (concurrent item)
Construction (this action)	<u>\$28,092,994.35</u>
Total Project Cost	\$33,133,493.61

**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	DBE %	DBE \$
\$28,092,994.35	Construction	24.36%	24.36%	\$6,844,603.00
• This contract meets the DBE goal.				

**PROCUREMENT INFORMATION**

The following two bids were received and opened on February 8, 2019:

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*Austin Bridge & Road, L.P.	11143 Goodnight Lane Dallas, TX 75229	\$28,092,994.35
Flatiron Constructors Inc.	385 Interlocken Crescent Ste. 900 Broomfield, CO 80021	\$31,467,254.00

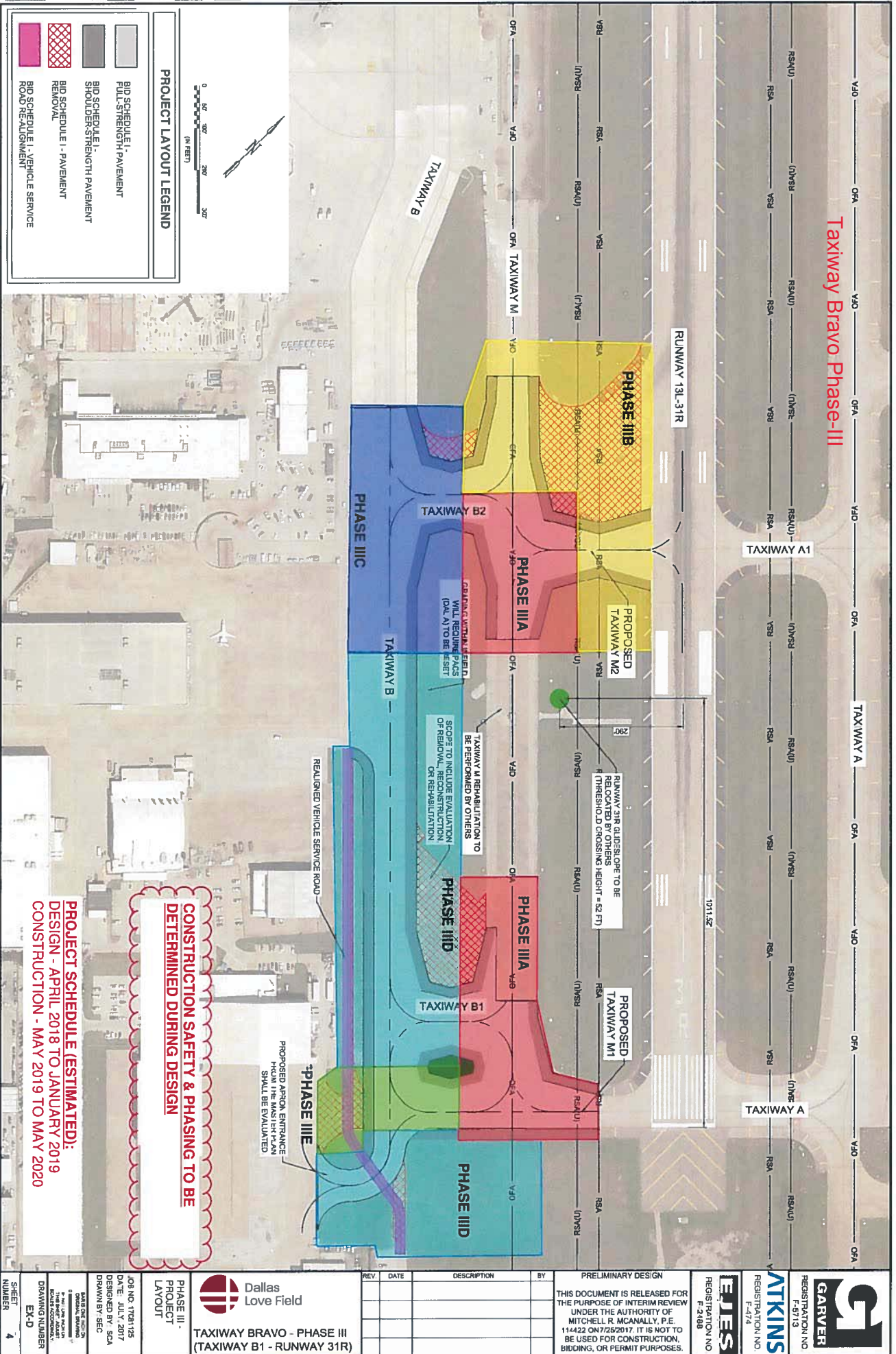
**OWNER**





**Austin Bridge & Road, L.P.**

Mike Manning, Executive Vice President

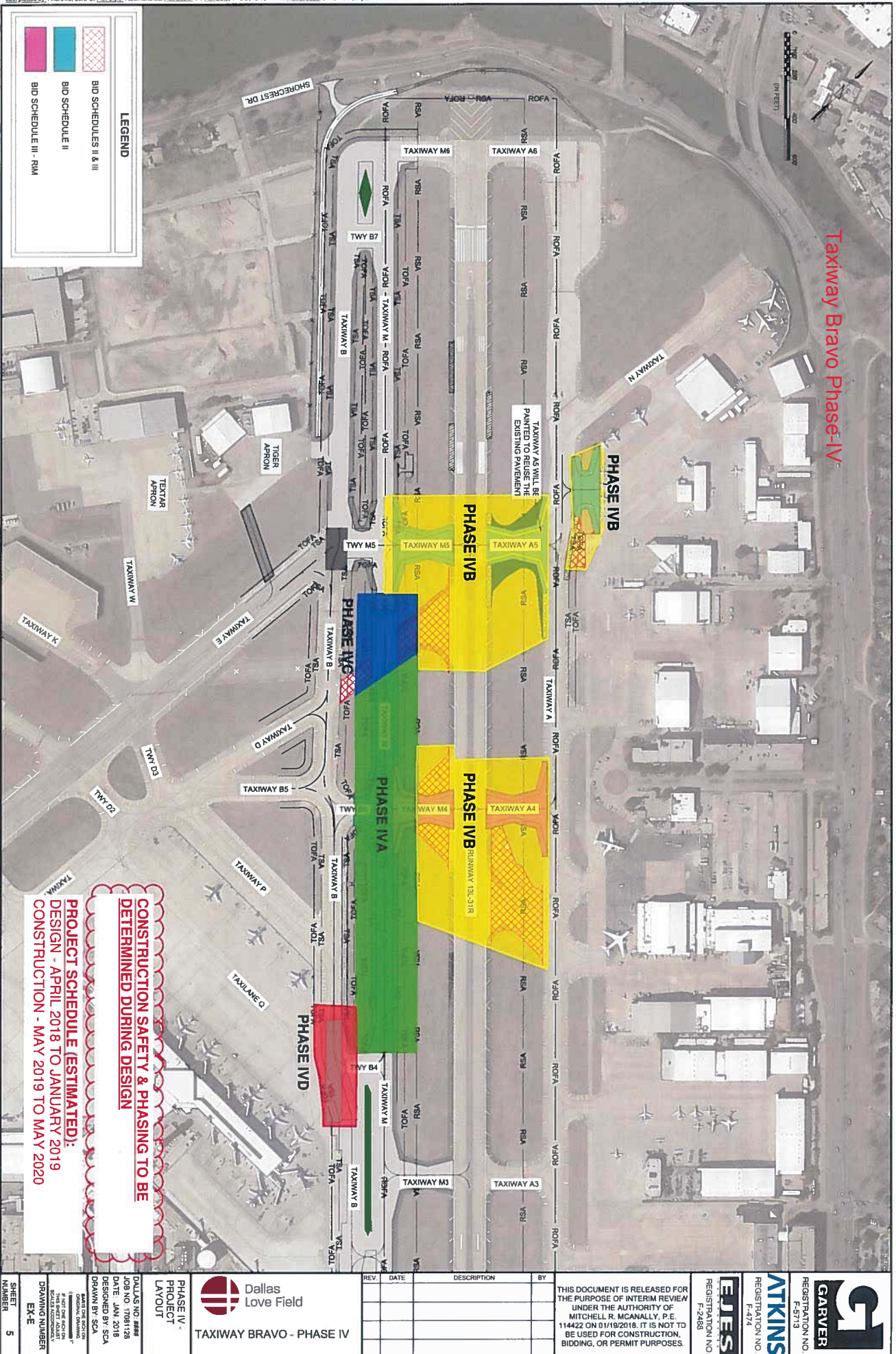
**MAPS**



Attached



 REGISTRATION NO. F-5713		 REGISTRATION NO. F-4174		 REGISTRATION NO. F-2168		PRELIMINARY DESIGN  THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MITCHELL R. MCANALLY, P.E. 114422 ON 7/25/2017. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.		<table><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>		REV	DATE	DESCRIPTION	BY					 <b>TAXIWAY BRAVO - PHASE III (TAXIWAY B1 - RUNWAY 31R)</b>		PHASE III - PROJECT LAYOUT  JOB NO. 17281125 DATE: JULY 2017 DESIGNED BY: SCA DRAWN BY: SEC  SCALE: 1"=40'-0" (HORIZONTAL) SCALE: 1"=20'-0" (VERTICAL) DATE: JUL 25 2017 DRAWN BY: SEC CHECKED BY: SEC APPROVED BY: SEC  DRAWING NUMBER <b>EX-D</b>  SHEET NUMBER <b>4</b>	
REV	DATE	DESCRIPTION	BY																		





		REGISTRATION NO. F-4713		<b>ATKINS</b>		REGISTRATION NO. F-474		<b>EJES</b>		REGISTRATION NO. F-2488		THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MITCHELL R. MCANALLY, P.E. 114422 ON 01/19/2018. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.		<table><tr><th>REV.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>		REV.	DATE	DESCRIPTION	BY													 Dallas Love Field		TAXIWAY BRAVO - PHASE IV		PHASE IV - PROJECT LAYOUT		DALLAS NO. 65566 JOB NO. 17081126 DATE: JAN. 2018 DESIGNED BY: SCA DRAWN BY: SCA <small>SCALE: AS SHOWN IF NOT SPECIFIED BY SCALE OF CONTRACT SHEET NUMBER</small>		DRAWING NUMBER EX-E		SHEET NUMBER 5	
REV.	DATE	DESCRIPTION	BY																																								

April 10, 2019

**WHEREAS**, it is desirable for the Department of Aviation to rehabilitate Taxiway Bravo Phases III and IV; and

**WHEREAS**, the Department of Aviation employed the Request for Bids process in accordance with City of Dallas and Federal Aviation Administration procurement guidelines for construction services; and

**WHEREAS**, construction bids were publicly advertised, received and opened on February 8, 2019 for the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field, as follows:

<b><u>Bidders</u></b>	<b><u>Bid Amount</u></b>
Austin Bridge & Road, L.P.	\$28,092,994.35
Flatiron Construction Inc.	\$31,467,254.00

**WHEREAS**, it is now necessary to authorize a construction contract with Austin Bridge & Road, L.P., lowest responsive bidder of two, for the construction of the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field, in an amount not to exceed \$28,092,994.35.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a construction contract with Austin Bridge & Road, L.P., approved as to form by the City Attorney, for the construction of the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field, in an amount not to exceed \$28,092,994.35.

**SECTION 2.** That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$6,000,000.00 in the Aviation Passenger Facility Charge - Near Term Projects Fund, Fund A477, Department AVI, Unit D015, Object 4599, Activity AAIP, Program AVID015.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$28,092,994.35 in accordance with the terms and conditions of the contract:

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D015, Object 4599  
Activity AAIP, Program AVID015  
Encumbrance/Contract No. CX-AVI-2019-00009529  
Commodity 92500, Vendor 505455

\$16,773,573.66



April 10, 2019

**SECTION 3.** (continued)

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D017, Object 4599  
Activity AAIP, Program AVID017  
Encumbrance/Contract No. CX-AVI-2019-00009529  
Commodity 92500, Vendor 505455

\$11,319,420.69

Total amount not to exceed

\$28,092,994.35

**SECTION 4.** That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field; and upon the approval of PFC funding by the Federal Aviation Administration (FAA) for this project in an amount not to exceed \$28,092,994.35. Upon approval of the PFC by the FAA for this project, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$28,092,994.35 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$28,092,994.35 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099, as follows:

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D015, Object 5011  
Activity AAIP, Program AVID015  
Encumbrance/Contract No. CX-AVI-2019-00009529  
Commodity 92500, Vendor 505455

\$16,773,573.66

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D017, Object 5011  
Activity AAIP, Program AVID017  
Encumbrance/Contract No. CX-AVI-2019-00009529  
Commodity 92500, Vendor 505455

\$11,319,420.69

Total amount not to exceed

\$28,092,994.35

**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 #:** 19-277

**Item #:** 8.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

### **SUBJECT**

Authorize Supplemental Agreement No. 5 to the professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide design engineering and construction administration services for the next phase of major maintenance and repairs to Garages A and B at Dallas Love Field - Not to exceed \$221,700.00, from \$1,087,452.00 to \$1,309,152.00 - Financing: Aviation Capital Construction Fund

### **BACKGROUND**

Garage A was built in 1984 and currently offers parking for 3,000 vehicles. Garage B and the Pedestrian Concourse were completed in 2004. Garage B currently provides 4,000 parking spaces.

On June 25, 2014, City Council authorized a professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide design services for Dallas Love Field Garages A and B Condition Assessment Project, in an amount not to exceed \$228,140.00, by Resolution No. 14-1012.

This action will authorize Supplemental Agreement No. 5 to the professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide design engineering and construction administration services for the next phase of major maintenance and repairs to Garages A and B.

Total fee increase in Supplemental Agreement No. 5 is \$221,700.00.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	September 2019
Begin Construction	November 2019
Complete Construction	June 2020

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

On June 25, 2014, City Council authorized a professional services contract with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler to perform a condition assessment of Dallas Love Field Garages A & B and the Pedestrian Concourse to identify and prioritize needed repairs and provide estimated costs of the repairs by Resolution No. 14-1012.

On May 25, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with M. Arthur Gensler, Jr. & Associates, Inc. to provide design, construction documents, and construction administration services for repairs to the Dallas Love Field Garage A & B and Pedestrian Concourse by Resolution No. 16-0813.

On August 22, 2018, City Council authorized Supplemental Agreement No. 4 to the professional services contract with M. Arthur Gensler, Jr. & Associates, Inc. to provide design and construction administration services for Garages A and B Fire Alarm System Replacement at Dallas Love Field by Resolution No. 18-1129.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Aviation Capital Construction Fund - \$221,700.00

Original Contract	\$ 228,140.00
Supplemental Agreement No. 1	\$ 10,882.00
Supplemental Agreement No. 2	\$ 17,600.00
Supplemental Agreement No. 3	\$ 560,176.00
Supplemental Agreement No. 4	\$ 270,654.00
Supplemental Agreement No. 5 (this action)	<u>\$ 221,700.00</u>

Total Contract Cost	\$1,309,152.00
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**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 \$
\$221,700.00	Construction	25.00%	34.28%	\$76,000.00
• This contract exceeds the M/WBE goal.				
• Supplemental Agreement No. 5 - 32.93% Overall M/WBE participation				

**OWNER**

**M. Arthur Gensler Jr. & Associates, Inc.**

Cindy Simpson, Managing Director and Principal

**MAP**

Attached





April 10, 2019

**WHEREAS**, Dallas Love Field has 7,000 parking spaces in existing Garages A and B; and

**WHEREAS**, current conditions of both structures have been assessed, and structural and building system upgrades have been prioritized; and

**WHEREAS**, next phase of planned major maintenance upgrades to both garages are scheduled to be completed in Fiscal Year 19-20 and Fiscal Year 20-21; and

**WHEREAS**, design engineering and construction administration services are required for the next phase of major maintenance and repairs for Garages A and B; and

**WHEREAS**, on June 25, 2014, City Council authorized a professional services contract with M. Arthur Gensler Jr. & Associates Inc. dba Gensler (Gensler) to perform a condition assessment of Dallas Love Field Garages A & B and the Pedestrian Concourse to identify and prioritize needed repairs and provide estimated costs of the repairs, in an amount not to exceed \$228,140.00, by Resolution No. 14-1012; and

**WHEREAS**, on November 24, 2014, Administrative Action No. 14-7192 authorized Supplemental Agreement No. 1 to the professional services contract with Gensler to provide water infiltration testing as part of the assessment, in an amount not to exceed \$10,882.00, from \$228,140.00 to \$239,022.00; and

**WHEREAS**, on July 7, 2015, Administrative Action No. 15-6347 authorized Supplemental Agreement No. 2 to the professional services contract with Gensler to provide additional assessment data, prioritize repairs, and cost analysis, in an amount not to exceed \$17,600.00, from \$239,022.00 to \$256,622.00; and

**WHEREAS**, on May 25, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with M. Arthur Gensler, Jr. & Associates, Inc. to provide design, construction documents, and construction administration services for repairs to the Dallas Love Field Garage A & B and Pedestrian Concourse, in an amount of \$560,176.00, from \$256,622.00 to \$816,798.00, by Resolution No. 16-0813; and

**WHEREAS**, on August 22, 2018, City Council authorized Supplemental Agreement No. 4 to the professional services contract with M. Arthur Gensler, Jr. & Associates, Inc. to provide design and construction administration services for Garages A and B Fire Alarm System Replacement at Dallas Love Field, in an amount not to exceed \$270,654.00, from \$816,798.00 to \$1,087,452.00, by Resolution No. 18-1129; and

April 10, 2019

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 5 to the professional services contract with M. Arthur Gensler Jr. & Associates, Inc. to provide design engineering and construction administration services for the next phase of major maintenance and repairs to Garages A and B at Dallas Love Field, in an amount not to exceed \$221,700.00, increasing the contract amount from \$1,087,452.00 to \$1,309,152.00.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 5 to the professional services contract with M. Arthur Gensler Jr. & Associates, Inc., approved as to form by the City Attorney, to provide design engineering and construction administration services for the next phase of major maintenance and repairs to Garages A and B at Dallas Love Field, in an amount not to exceed \$221,700.00, increasing the contract amount from \$1,087,452.00 to \$1,309,152.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$221,700.00 to M. Arthur Gensler Jr. & Associates, Inc. in accordance with the terms and conditions of the contract from Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit 8738, Object 4111, Activity AAIP, Program AV8738, Commodity 91817, Encumbrance CT-AVIMAGA0414.1, Vendor VS0000001122.

**SECTION 3.** That this contract is designated as Contract No. PBW-2016-00000705.

**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 #:** 19-305

**Item #:** 9.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

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### **SUBJECT**

Authorize Supplemental Agreement No. 5 to the professional services contract with Alliance Geotechnical Group, Inc. to provide construction materials testing services for the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field - Not to exceed \$551,399.26, from \$949,600.65 to \$1,500,999.91 - Financing: Aviation Passenger Facility Charge - Near Term Projects Fund

### **BACKGROUND**

This action will authorize Supplemental Agreement No. 5 to the professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field.

The project includes, reconstruction of Taxiway Bravo from the Runway 31R end to Taxiway B1, reconfiguration of taxiway connectors, rehabilitation of a holding bay on Taxiway Bravo at the Runway 31R hold-line, reconstruction of Taxiway Bravo from Taxiway P to Taxiway B4 and construction of a new portion of Taxiway Mike from the existing Taxiway D to the existing Taxiway B4, along with new connecting taxiways.

### **ESTIMATED SCHEDULE OF PROJECT**

Began Design	June 2018
Completed Design	January 2019
Begin Construction	May 2019
Complete Construction	June 2020

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

On January 25, 2017, City Council authorized professional services contract with Alliance Geotechnical Group, Inc. to perform materials testing on four construction projects in the Airside Capital Improvements Program at Dallas Love Field by Resolution No. 17-0186.



On May 23, 2018, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group, Inc. to perform construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field by Resolution No. 18-0738.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Aviation Passenger Facility Charge - Near Term Projects Fund - \$551,399.26

Original Contract	\$ 534,194.00
Supplemental Agreement No. 1	\$ 10,000.00
Supplemental Agreement No. 2	\$ 49,873.75
Supplemental Agreement No. 3	\$ 344,240.15
Supplemental Agreement No. 4	\$ 11,292.75
Supplemental Agreement No. 5 (this action)	<u>\$ 551,399.26</u>

Total Contract Cost \$1,500,999.91

### **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	DBE %	DBE \$
\$551,399.26	Construction	24.36%	100.00%	\$551,399.26
• This contract exceeds the DBE goal.				
• Supplemental Agreement No. 5 - 83.87% Overall DBE participation				

### **OWNER**

Alliance Geotechnical Group, Inc.

Josh Davis, Branch Manager

### **MAPS**

Attached









LEGEND	
	BID SCHEDULES II & III
	BID SCHEDULE II
	BID SCHEDULE III - RM



April 10, 2019

**WHEREAS**, on January 25, 2017, City Council authorized professional services contract with Alliance Geotechnical Group, Inc. for materials testing services for four construction projects in the Airside Capital Improvement Program at Dallas Love Field, in an amount not to exceed \$534,194.00, by Resolution No. 17-0186; and

**WHEREAS**, on October 17, 2017, Administrative Action No. 17-1146 authorized Supplemental Agreement No. 1 to the professional services contract with Alliance Geotechnical Group, Inc. to complete the construction materials testing services for the continuation of the Runway Incursion Mitigation Project at Dallas Love Field, in an amount not to exceed \$10,000.00 from \$534,194.00 to \$544,194.00; and

**WHEREAS**, on April 26, 2018, Administrative Action No. 18-0173 authorized Supplemental Agreement No. 2 to the professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$49,873.75 from \$544,194.00 to \$594,067.75; and

**WHEREAS**, on May 23, 2018, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services for the Rehabilitation of TWY Bravo Phase-II Project at Dallas Love Field, in an amount not to exceed \$344,240.15 from \$594,067.75 to \$938,307.90, by Resolution No. 18-0738; and

**WHEREAS**, on October 30, 2018, Administrative Action No. 18-0888 authorized Supplemental Agreement No. 4 to the professional services contract with Alliance Geotechnical Group, Inc. to complete the construction materials testing services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not exceed \$11,292.75 from \$938,307.90 to \$949,600.65; and

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 5 to the professional services contract with Alliance Geotechnical Group, Inc. to provide construction materials testing services for the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field, in an amount not to exceed \$551,399.26, increasing the contract amount from \$949,600.65 to \$1,500,999.91.

**Now, Therefore,**

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

April 10, 2019

**SECTION 1.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 5 to the professional services contract with Alliance Geotechnical Group, Inc., approved as to form by the City Attorney, to provide construction materials testing services for the Rehabilitation of Taxiway Bravo Phases III and IV Project at Dallas Love Field, in an amount not to exceed \$551,399.26, increasing the contract amount from \$949,600.65 to \$1,500.999.91.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$551,399.26 to Alliance Geotechnical Group, Inc., as follows:

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D015, Object 4113  
Activity AAIP, Program AVID015  
Encumbrance CT-AVIAGGW003FY17  
Commodity 91200, Vendor 338366 \$305,687.86

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D017, Object 4113  
Activity AAIP, Program AVID017  
Encumbrance CT-AVIAGGW003FY17  
Commodity 91200, Vendor 338366 \$245,711.40

Total amount not to exceed \$551,399.26

**SECTION 3.** That this contract is designated as Contract No. EBS-2016-00001542.

**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 #:** 19-244

**Item #:** 10.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Aviation

**EXECUTIVE:** Kimberly Bizer Tolbert

### **SUBJECT**

Authorize Supplemental Agreement No. 10 to the professional services contract with Garver, LLC to provide full time on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field - Not to exceed \$1,733,600.00, from \$9,078,199.00 to \$10,811,799.00 - Financing: Aviation Passenger Facility Charge - Near Term Projects Fund

### **BACKGROUND**

This action will authorize Supplemental Agreement No. 10 to the professional services contract with Garver, LLC to provide full time on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field.

The project includes, reconstruction of Taxiway Bravo from the Runway 31R end to Taxiway B1, reconfiguration of taxiway connectors, rehabilitation of the holding bay on Taxiway Bravo at the Runway 31R hold-line, reconstruction of Taxiway Bravo from Taxiway P to Taxiway B4 and construction of a new portion of Taxiway Mike from the existing Taxiway D to the existing Taxiway B4, along with new connecting taxiways.

### **ESTIMATED SCHEDULE OF PROJECT**

Began Design	June 2018
Completed Design	January 2019
Begin Construction	May 2019
Complete Construction	June 2020

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

On March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field by Resolution No. 15-0491.

On September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field by Resolution No. 16-1512.

On September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide full time on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and the Taxiway Bravo Projects at Dallas Love Field by Resolution No. 16-1581.

On March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field by Resolution No. 17-0475.

On April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Phase III and IV at Dallas Love Field by Resolution No. 18-0599.

On May 23, 2018, City Council authorized Supplemental Agreement No. 8 to the professional services contract with Garver, LLC to provide full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field by Resolution No. 18-0739.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Aviation Passenger Facility Charge - Near Term Projects Fund- \$1,733,600.00

Design	\$ 1,323,890.00
Supplemental Agreement No. 1	\$ 48,840.00
Supplemental Agreement No. 2	\$ 314,464.00
Supplemental Agreement No. 3	\$ 1,769,340.00
Supplemental Agreement No. 4	\$ 1,737,770.00
Supplemental Agreement No. 5	\$ 24,200.00
Supplemental Agreement No. 6	\$ 2,755,500.00
Supplemental Agreement No. 7	\$ 0.00
Supplemental Agreement No. 8	\$ 1,062,200.00
Supplemental Agreement No. 9	\$ 41,995.00
Supplemental Agreement No. 10 (this action)	\$ 1,733,600.00
Materials Testing Services	\$ 551,399.26
Construction	<u>\$28,092,994.35</u>
Total Contract Cost	\$39,456,192.61

**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	DBE %	DBE \$
\$1,733,600.00	Construction	24.36%	47.81%	\$828,779.76
• This contract exceeds the DBE goal.				
• Supplemental Agreement No. 10 - 33.82% overall DBE participation				

**OWNER**

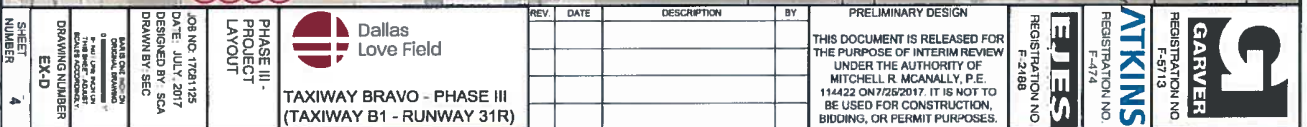
**Garver, LLC**

Frank McIlwain, Vice President

**MAPS**

Attached









April 10, 2019

**WHEREAS**, on March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field, in an amount not to exceed \$1,323,890.00, by Resolution No. 15-0491; and

**WHEREAS**, on October 23, 2015, Administrative Action No. 15-7086 authorized Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to complete a field investigation and prepare construction documents for isolated full-depth concrete repairs on the airfield at Dallas Love Field, in an amount not to exceed \$48,840.00, from \$1,323,890.00 to \$1,372,730.00; and

**WHEREAS**, on September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field, in an amount not to exceed \$314,464.00, from \$1,372,730.00 to \$1,687,194.00, by Resolution No. 16-1512; and

**WHEREAS**, on September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and the Taxiway Bravo Projects at Dallas Love Field, in an amount not to exceed \$1,769,340.00, from \$1,687,194.00 to \$3,456,534.00, by Resolution No. 16-1581; and

**WHEREAS**, on March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering, and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field, in an amount not to exceed \$1,737,770.00, from \$3,456,534.00 to \$5,194,304.00, by Resolution No. 17-0475; and

**WHEREAS**, on June 21, 2017, Administrative Action No. 17-0812 authorized Supplemental Agreement No. 5 to the professional services contract with Garver, LLC for additional design services to accommodate the request of the Federal Aviation Administration (FAA) to change the design plans to keep Taxiway E open to aircraft traffic and to move the new runway connector to a new location at Dallas Love Field, in an amount not to exceed \$24,200.00, from \$5,194,304.00 to \$5,218,504.00; and

**WHEREAS**, on April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field, in an amount not to exceed \$2,755,500.00, from \$5,218,504.00 to \$7,974,004.00, by Resolution No. 18-0599; and

April 10, 2019

**WHEREAS**, on April 6, 2018, Administrative Action No. 18-0175 authorized Supplemental Agreement No. 7 to the professional services contract with Garver, LLC for the transfer of funds from the Love Field Taxiway Echo Intersection Project to the Taxiway Bravo Rehabilitation Phase I Project, no cost consideration to the City of Dallas; and

**WHEREAS**, on May 23, 2018, City Council authorized Supplemental Agreement No. 8 with Garver, LLC for full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$1,062,200.00, from \$7,974,004.00 to \$9,036,204.00, by Resolution No. 18-0739; and

**WHEREAS**, on January 9, 2019, Administrative Action No. 19-5239 authorized Supplemental Agreement No. 9 to the professional Services contract with Garver, LLC to provide additional construction inspection hours to complete construction punch list and warranty related items for the Taxiway Bravo Phase-I Project at Dallas Love Field, in an amount not to exceed \$41,995.00, from \$9,036,204.00 to \$9,078,199.00; and

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 10 to the professional services contract with Garver, LLC to provide full time on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field, in an amount not to exceed \$1,733,600.00, increasing the contract amount from \$9,078,199.00 to \$10,811,799.00.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 10 to the professional services contract with Garver, LLC, approved as to form by the City Attorney, to provide full time on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phases III and IV at Dallas Love Field, in an amount not to exceed \$1,733,600.00, increasing the contract amount from \$9,078,199.00 to \$10,811,799.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,733,600.00 to Garver, LLC, as follows:

Aviation Passenger Facility Charge - Near Term Projects Fund  
Fund A477, Department AVI, Unit D015, Object 4116  
Activity AAIP, Program AVID015  
Encumbrance CT-AVI-AVIW003GARVFY16  
Commodity 92500, Vendor VS0000016343

\$1,097,051.00

April 10, 2019

**SECTION 2.** (continued)

Aviation Passenger Facility Charge - Near Term Projects Fund

Fund A477, Department AVI, Unit D015, Object 4116

Activity AAIP, Program AVID017

Encumbrance CT-AVI-AVIW003GARVFY16

Commodity 92500, Vendor VS0000016343 \$ 636,549.00

Total amount not to exceed \$1,733,600.00

**SECTION 3.** That this contract is designated as Contract No. AVI-2018-00005766.

**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 #:** 19-122

**Item #:** 11.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with Bridgefarmer & Associates, Inc. for the engineering design of a thoroughfare improvement project on South Ewing Avenue from Interstate Highway-35E to East Clarendon Drive - Not to exceed \$883,331.78 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$860,711.78) and Water Utilities Capital Improvement Funds (\$22,620.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1744) was issued on June 21, 2018 for the Special Bond Projects. The consulting firm Bridgefarmer & 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 Bridgefarmer & Associates, Inc. for the engineering design of a thoroughfare improvement project on South Ewing Avenue from Interstate Highway (IH)-35E to East Clarendon Drive. The proposed project will widen Ewing Avenue from IH-35E to East Clarendon Drive from a two-lane undivided roadway to a four-lane undivided concrete roadway with sidewalks and bike facilities. The improvements will include paving, drainage, complete street, water main and wastewater main. The engineering services will include a drainage study and analysis to determine the necessary drainage improvements near the intersection of South Ewing Avenue and East Clarendon Drive. The total estimated project cost for design and construction is \$8,356,282.80.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	November 2020
Begin Construction	March 2021
Complete Construction	April 2023

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$860,711.78  
Water Utilities Capital Improvement Funds - \$22,620.00

Estimated Future Cost - Construction - \$7,472,951.02

**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 \$
\$883,331.78	Architectural & Engineering	25.66%	26.01%	\$229,721.16
• This contract exceeds the M/WBE goal.				

**OWNER**

**Bridgefarmer & Associates, Inc.**

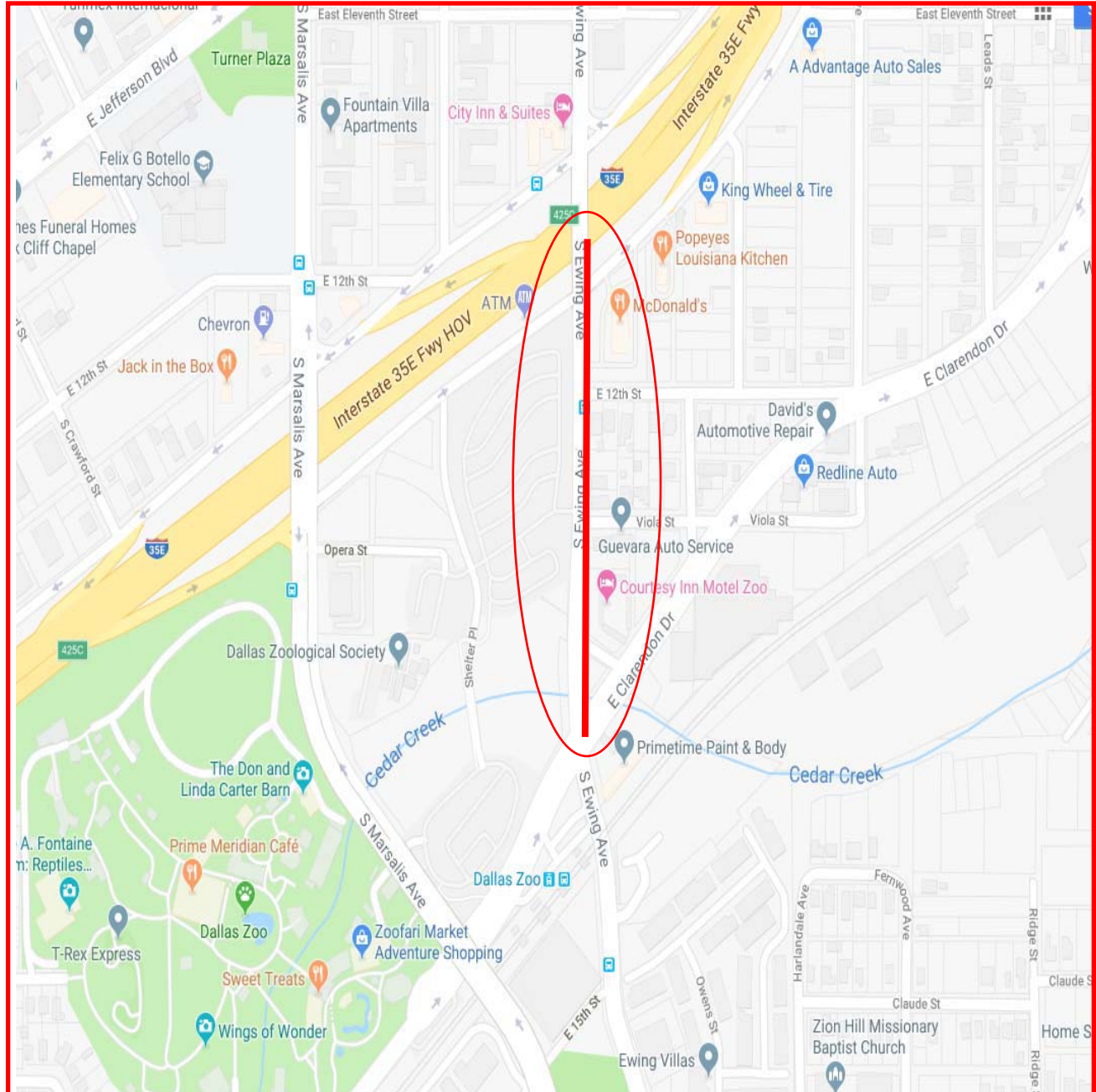
M. Mansoor Ahsoon, P.E., Chief Executive Officer

**MAP**

Attached



# THOROUGHFARE IMPROVEMENT PROJECT SOUTH EWING AVENUE FROM INTERSTATE HIGHWAY 35E TO EAST CLARENDON DRIVE



COUNCIL DISTRICT 4



April 10, 2019

**WHEREAS**, Bridgefarmer & Associates, Inc. was selected to provide engineering design of a thoroughfare improvement project on South Ewing Avenue from Interstate Highway-35E to East Clarendon 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 execute a professional services contract with Bridgefarmer & Associates, Inc., approved as to form by the City Attorney, to provide engineering design of a thoroughfare improvement project on South Ewing Avenue from Interstate Highway-35E to East Clarendon Drive, in an amount not to exceed \$883,331.78.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$883,331.78 to Bridgefarmer & Associates, Inc., as follows:

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit VA15, Activity THRF  
Object 4111, Program PB17VA15  
Encumbrance/Contract No. CX-PBW-2019-00009107  
Vendor 148766 \$860,711.78

Water Capital Improvement Fund  
Fund 3115, Department DWU, Unit PW42  
Object 4111, Program 719311  
Encumbrance/Contract No. CX-PBW-2019-00009107  
Vendor 148766 \$ 12,840.80

Wastewater Capital Improvement Fund  
Fund 2116, Department DWU, Unit PS42  
Object 4111, Program 719312  
Encumbrance/Contract No. CX-PBW-2019-00009107  
Vendor 148766 \$ 9,779.20

Total amount not to exceed \$883,331.78

**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 #:** 19-375

**Item #:** 12.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 13

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with Arredondo, Zepeda & Brunz, LLC for the engineering design of Ridgecrest Road from Holly Hill Drive to SoPac Trail East of Eastridge Drive - Not to exceed \$573,691.85 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$498,466.85) and Water Utilities Capital Improvement Funds (\$75,225.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1744) was issued on June 21, 2018 for the Special Bond Projects. The consulting firm, Arredondo, Zepeda & Brunz, 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 Arredondo, Zepeda & Brunz, LLC for the engineering design of Ridgecrest Road from Holly Hill Drive to SoPac Trail East of Eastridge Drive. This street petition project will include improving the existing asphalt street with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, water and wastewater, storm drainage, street lighting, landscaping and pedestrian enhancements.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	June 2019
Complete Design	April 2020
Begin Construction	July 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 April 8, 2019.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$498,466.85  
Water Utilities Capital Improvement Funds - \$75,225.00

Estimated Future Cost - Construction - \$4,874,482.18

**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>
\$573,691.85	Architectural & Engineering	25.66%	100.00%	\$573,691.85
• This contract exceeds the M/WBE goal.				

**OWNER****Arredondo, Zepeda & Brunz, LLC**

Alfonso P. Garza, P.E., Registered Professional Land Surveyor, President  
Roy Brunz, P.E., Registered Professional Land Surveyor, Vice President

**MAP**

Attached

April 10, 2019

**WHEREAS**, Arredondo, Zepeda & Brunz, LLC was selected to provide engineering design of Ridgecrest Road from Holly Hill Drive to SoPac Trail East of Eastridge 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 execute a professional services contract with Arredondo, Zepeda & Brunz, LLC, approved as to form by the City Attorney, for engineering design services for the indicated project, in an amount not to exceed \$573,691.85.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$573,691.85 in accordance with the terms and conditions of the contract:

Arredondo, Zepeda & Brunz, LLC for the engineering design of the street petition project on Ridgecrest Road from Holly Hill Drive to SoPac Trail East of Eastridge Drive:

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V186, Activity STPT	
Object 4111, Program PB17V186	
Encumbrance/Contract No. CX-PBW-2019-00009647	
Vendor 080851	\$498,466.85

Water Capital Improvement Fund	
Fund 3115, Department DWU, Unit PW42	
Object 4111, Program 719313	
Encumbrance/Contract No. CX-PBW-2019-00009647	
Vendor 080851	\$ 44,229.14

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719314	
Encumbrance/Contract No. CX-PBW-2019-00009647	
Vendor 080851	<u>\$ 30,995.86</u>

Total amount not to exceed	\$573,691.85
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**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 #:** 18-1210

**Item #:** 13.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 8

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with Dikita Enterprises, Inc. for the engineering design of Alley Reconstruction Group 17-8004 (list attached to the Agenda Information Sheet) - Not to exceed \$166,629.38 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$142,629.38) and Wastewater Capital Improvement Fund (\$24,000.00)

### **BACKGROUND**

The Request for Qualification (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Dikita Enterprises, 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 Dikita Enterprises, Inc. for the engineering design of four alley reconstruction projects as Alley Reconstruction Group 17-8004. The alley reconstruction projects will include replacing the existing deteriorating concrete alleys with new reinforced concrete alley pavement, storm drainage, 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>
Kirnwood Drive (1225-1423) and 7601 South Polk Street	8	\$33,851.88
Bettyrae Way (207-347) and Ryan Ridge Drive (7708-7770)	8	\$48,175.37



Hunters Run Drive (2304-2348)  
and Mesa Verde Trail (7407-7415) 8 \$50,700.14

Ivywood Drive (806-954)  
and Jadewood Drive (807-951) 8 \$33,901.99

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design June 2019  
Complete Design June 2020  
Begin Construction August 2020  
Complete Construction August 2021

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$142,629.38  
Wastewater Capital Improvement Fund - \$24,000.00

Estimated Future Cost - Construction - \$1,394,045.40

### **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 \$
\$166,629.38	Architectural & Engineering	25.66%	100.00%	\$166,629.38
• This contract exceeds the M/WBE goal.				

### **OWNER**

**Dikita Enterprises, Inc.**

Evalynn A. Williams, President

### **MAPS**

Attached

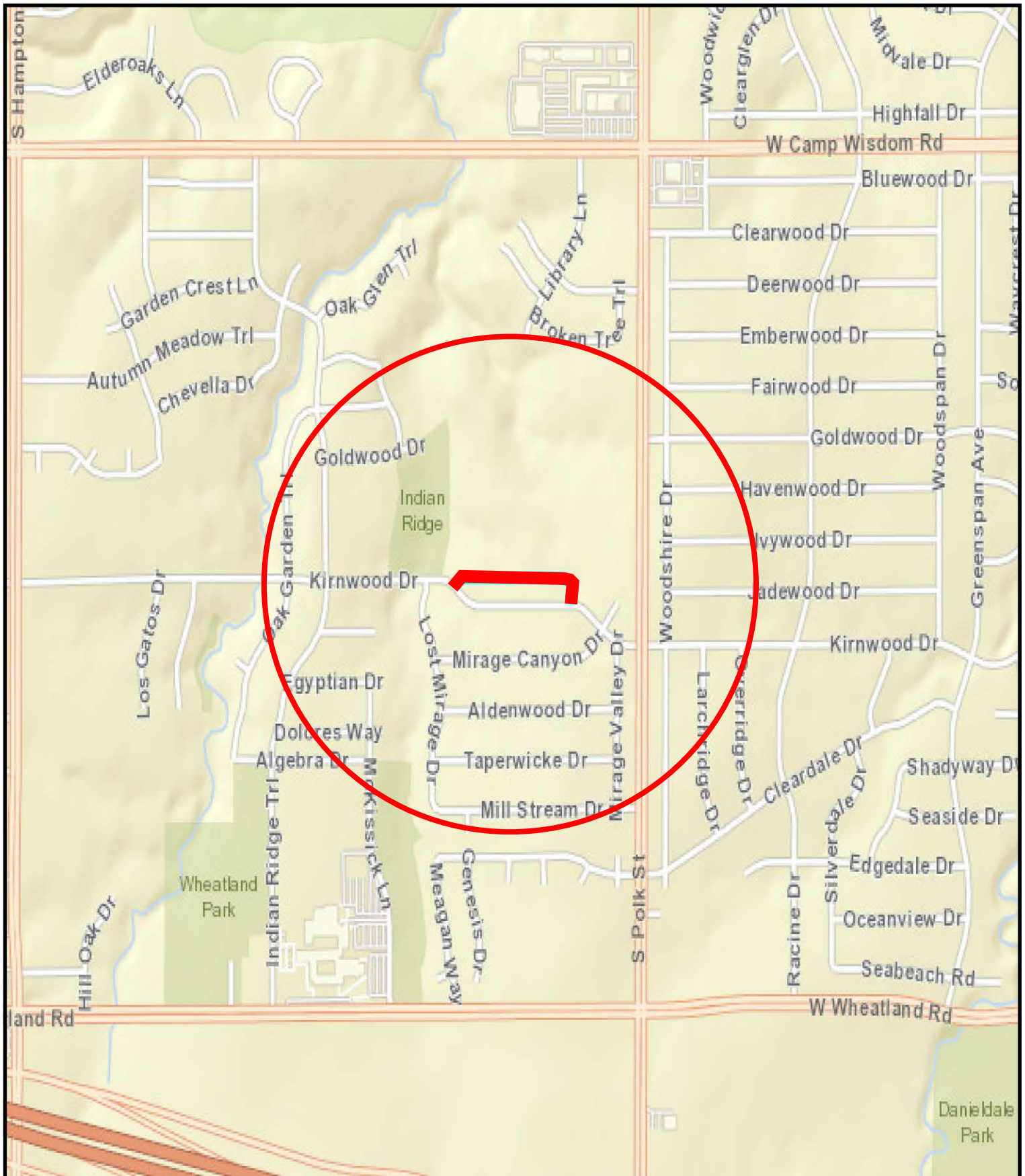
## **Alley Reconstruction Group 17-8004**

### **Alley Reconstruction Improvements**

<b><u>Project</u></b>	<b><u>Council District</u></b>
Kirnwood Drive (1225-1423) and 7601 South Polk Street	8
Bettyrae Way (207-347) and Ryan Ridge Drive (7708-7770)	8
Hunters Run Drive (2304-2348) and Mesa Verde Trail (7407-7415)	8
Ivywood Drive (806-954) and Jadewood Drive (807-951)	8

# ALLEY RECONSTRUCTION

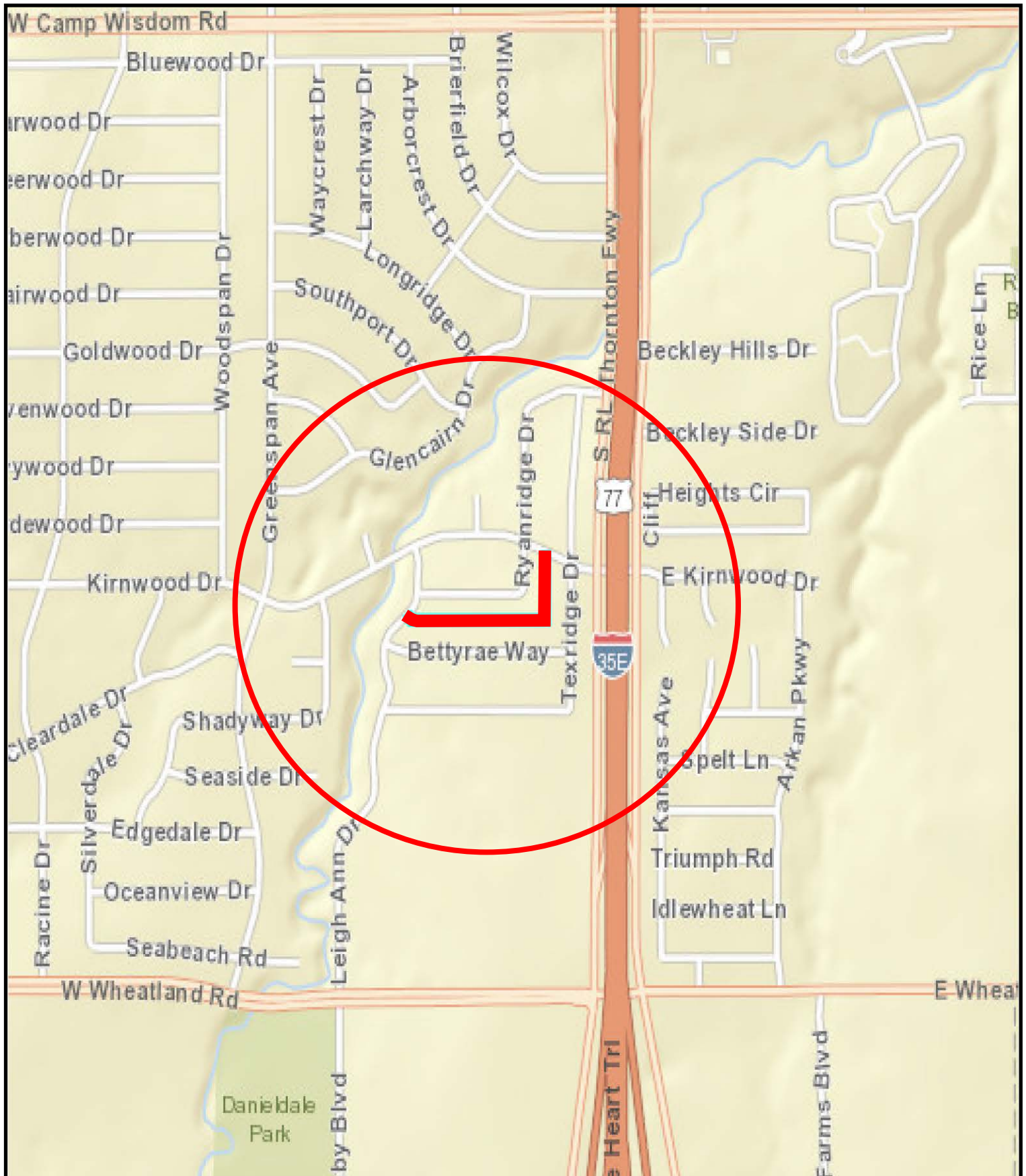
1225-1423 KIRNWOOD DRIVE & 7601 SOUTH POLK STREET



COUNCIL DISTRICT 8

# ALLEY RECONSTRUCTION

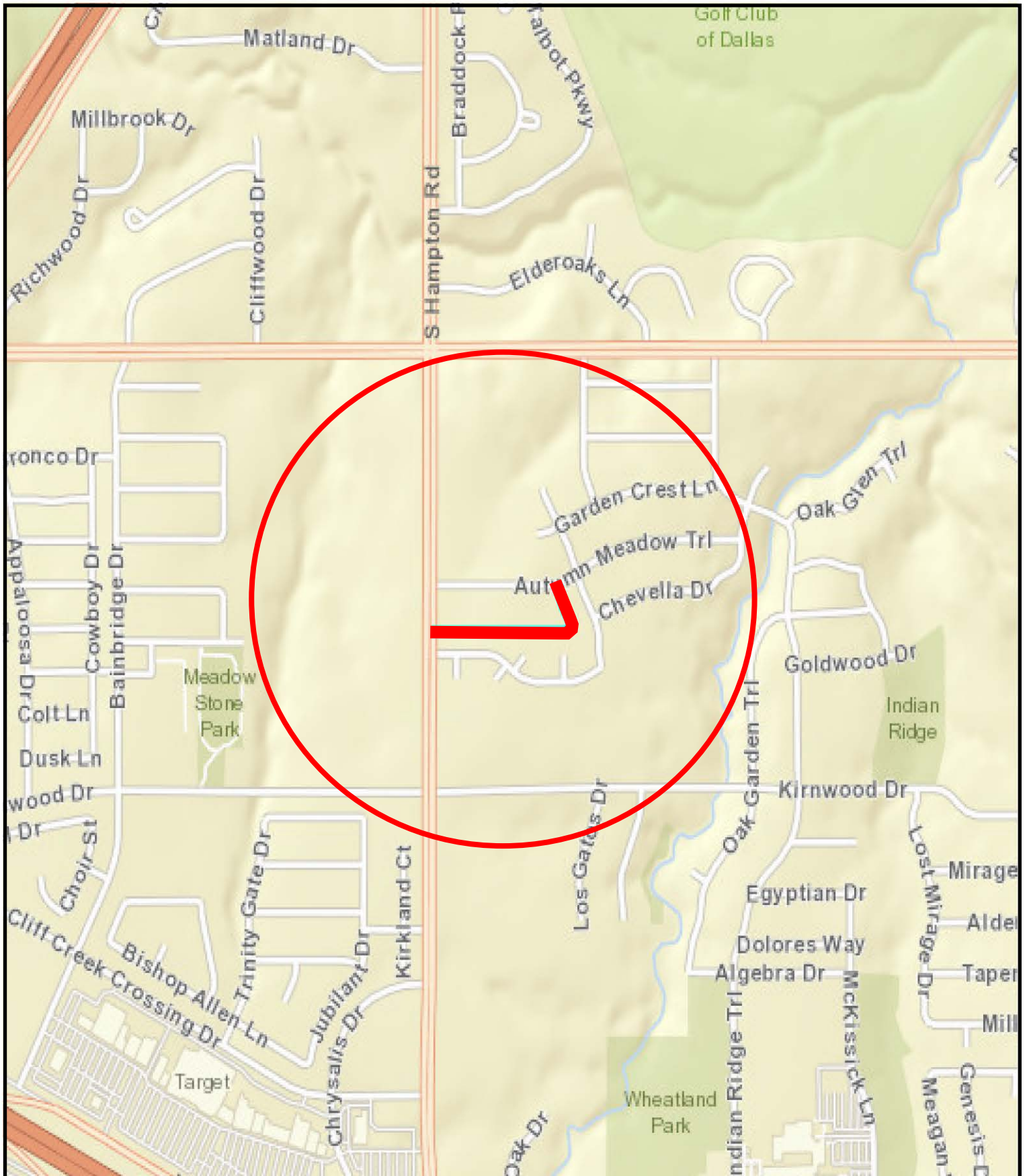
207-347 BETTYRAE WAY & 7708-7770 RYAN RIDGE DRIVE



COUNCIL DISTRICT 8



**ALLEY RECONSTRUCTION  
2304-2348 HUNTERS RUN DRIVE &  
7407-7415 MESA VERDE TRAIL**

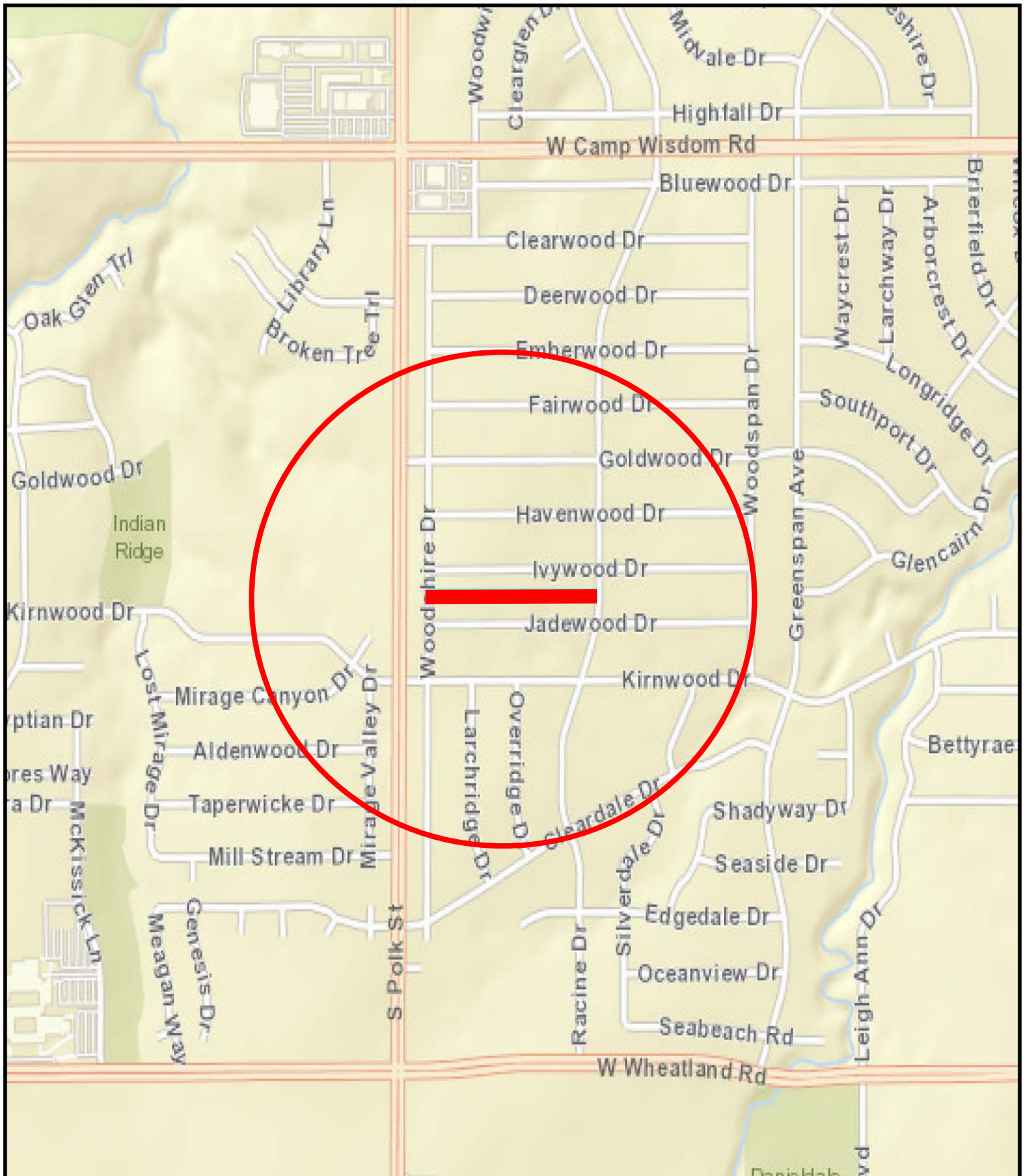


**COUNCIL DISTRICT 8**



# ALLEY RECONSTRUCTION

806-954 IVYWOOD DRIVE & 807-951 JADEWOOD DRIVE



COUNCIL DISTRICT 8

April 10, 2019

**WHEREAS**, Dikita Enterprises, Inc. was selected to provide engineering design for Alley Reconstruction Group 17-8004.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with Dikita Enterprises, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$166,629.38.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$166,629.38 in accordance with the terms and conditions of the contract:

Dikita Enterprises, Inc. for the engineering design of alley reconstruction projects on: Kirnwood Drive (1225-1423) and 7601 South Polk Street; Bettyrae Way (207-347) and Ryan Ridge Drive (7708-7770); Hunters Run Drive (2304-2348) and Mesa Verde Trail (7407-7415); and Ivywood Drive (806-954) and Jadewood Drive (807-951):

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V062, Activity AREC  
Object 4111, Program PB17V062  
Encumbrance/Contract No. CX-PBW-2019-00009555  
Vendor VS0000076529 \$ 33,851.88

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V063, Activity AREC  
Object 4111, Program PB17V063  
Encumbrance/Contract No. CX-PBW-2019-00009555  
Vendor VS0000076529 \$ 36,175.37

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V064, Activity AREC  
Object 4111, Program PB17V064  
Encumbrance/Contract No. CX-PBW-2019-00009555  
Vendor VS0000076529 \$ 38,700.14

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V068, Activity AREC  
Object 4111, Program PB17V068  
Encumbrance/Contract No. CX-PBW-2019-00009555  
Vendor VS0000076529 \$ 33,901.99

April 10, 2019

**SECTION 2.** (continued)

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719272	
Encumbrance/Contract No. CX-PBW-2019-00009555	
Vendor VS0000076529	<u>\$ 24,000.00</u>
 Total amount not to exceed	 \$166,629.38

**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 #:** 19-136

**Item #:** 14.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 11

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize a professional services contract with Arredondo, Zepeda & Brunz, LLC for the engineering design of Street Reconstruction Group 17-1105 (list attached to the Agenda Information Sheet) - Not to exceed \$174,170.60 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$135,825.60) and Water Utilities Capital Improvement Funds (\$38,345.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Arredondo, Zepeda & Brunz, 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 Arredondo, Zepeda & Brunz, LLC for the engineering design of two street reconstruction projects of local streets as Street Reconstruction Group 17-1105. The street reconstruction projects will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, 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>
Edelweiss Circle from Hillcrest Road to End of Pavement	11	\$ 52,007.40
Hughes Lane from Wilderness Court to Preston Road	11	\$122,163.20

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	June 2019
Complete Design	June 2020
Begin Construction	September 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 April 8, 2019.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$135,825.60  
Water Utilities Capital Improvement Funds - \$38,345.00

Estimated Future Cost - Construction - \$1,644,930.64

**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 \$
\$174,170.60	Architectural & Engineering	25.66%	100.00%	\$174,170.60
• This contract exceeds the M/WBE goal.				

**OWNER****Arredondo, Zepeda & Brunz, LLC**

Alfonso P. Garza, P.E., Registered Professional Land Surveyor, Certified Public Manager, President  
Roy Brunz, P.E., Principal

**MAPS**

Attached



## Street Reconstruction Group 17-1105

### Street Reconstruction - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>
Edelweiss Circle from Hillcrest Road to End of Pavement	11
Hughes Lane from Wilderness Court to Preston Road	11

April 10, 2019

**WHEREAS**, Arredondo, Zepeda & Brunz, LLC was selected to provide engineering design for Street Reconstruction Group 17-1105.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with Arredondo, Zepeda & Brunz, LLC, approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$174,170.60.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$174,170.60 in accordance with the terms and conditions of the contract:

Arredondo, Zepeda & Brunz, LLC for the engineering design of street reconstruction projects of local streets on: Edelweiss Circle from Hillcrest Road to End of Pavement; and Hughes Lane from Wilderness Court to Preston Road:

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V279, Activity SREC	
Object 4111, Program PB17V279	
Encumbrance/Contract No. CX-PBW-2019-00009645	
Vendor 080851	\$ 40,642.40

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V224, Activity SREC	
Object 4111, Program PB17V224	
Encumbrance/Contract No. CX-PBW-2019-00009645	
Vendor 080851	\$ 95,183.20

Water Capital Improvement Fund	
Fund 3115, Department DWU, Unit PW42	
Object 4111, Program 719315	
Encumbrance/Contract No. CX-PBW-2019-00009645	
Vendor 080851	\$ 19,172.50

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719316	
Encumbrance/Contract No. CX-PBW-2019-00009645	
Vendor 080851	<u>\$ 19,172.50</u>

Total amount not to exceed	\$174,170.60
----------------------------	--------------

April 10, 2019

**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 #:** 19-262

**Item #:** 15.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize a professional services contract with EJES, Inc. for the engineering design of Street Reconstruction Group 17-1404 (list attached to the Agenda Information Sheet) - Not to exceed \$76,091.90 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$62,821.19) and Water Utilities Capital Improvement Funds (\$13,270.71)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, EJES, 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 EJES, Inc. for the engineering design of three street reconstruction of local streets projects as Street Reconstruction Group 17-1404. The street reconstruction projects will include replacing the existing deteriorating streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, storm 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>
Adair Street from Cobb Street to 500 Feet North of Cobb Street	14	\$13,524.56
Cobb Street from Cobb Street to Adair Street	14	\$11,096.15

San Jacinto Street from  
North Pearl Street to Crockett Street

14

\$51,471.19

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	January 2020
Begin Construction	March 2020
Complete Construction	March 2021

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$62,821.19  
Water Utilities Capital Improvement Funds - \$13,270.71

Estimated Future Cost - Construction - \$652,089.32

### **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 \$
\$76,091.90	Architectural & Engineering	25.66%	100.00%	\$76,091.90
• This contract exceeds the M/WBE goal.				

### **OWNER**

**EJES, Inc.**

Edwin B. Jones, P.E., Chief Executive Officer/President

### **MAPS**

Attached



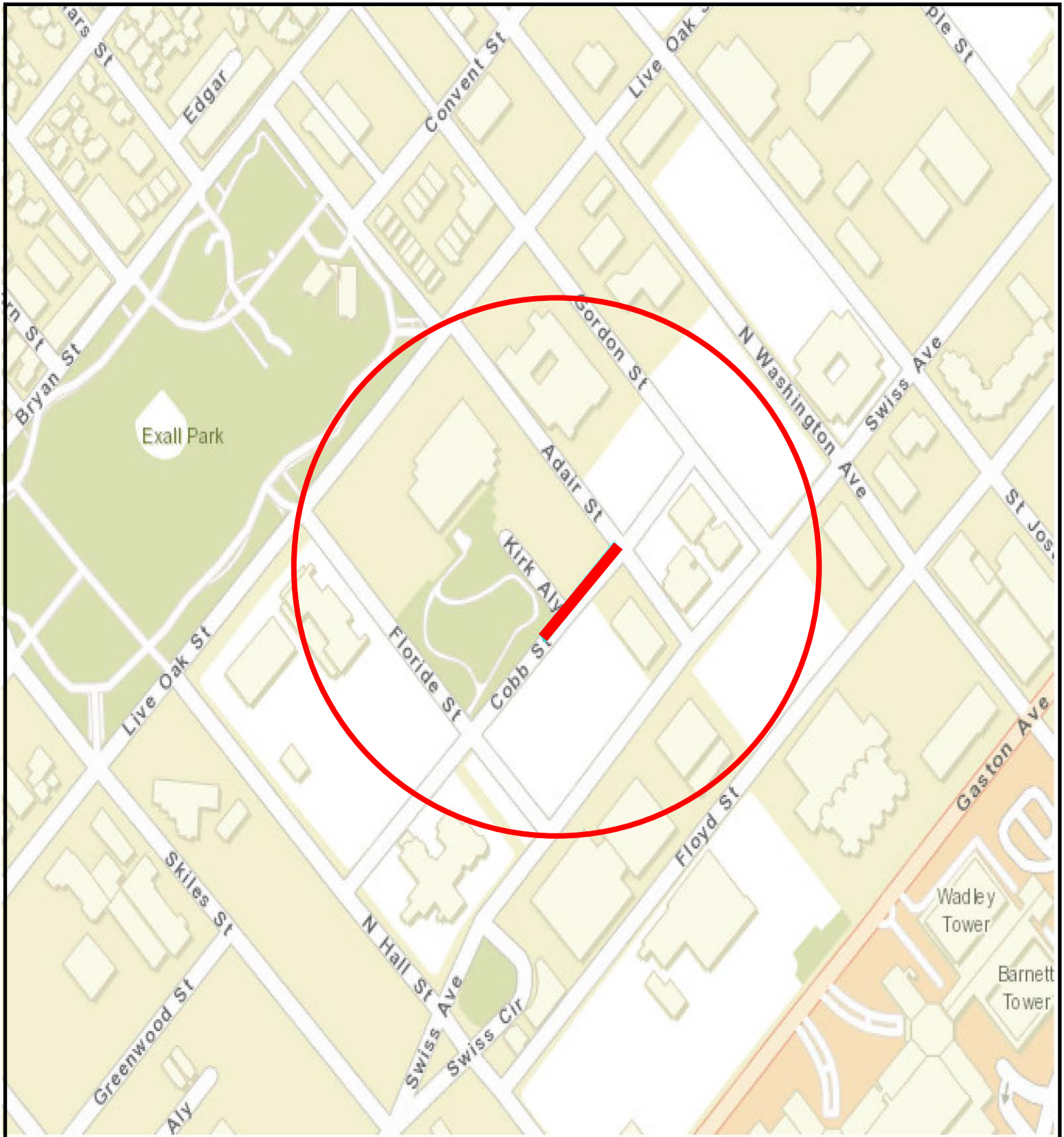
## **Street Reconstruction Group 17-1404**

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

<b><u>Project</u></b>	<b><u>Council District</u></b>
Adair Street from Cobb Street to 500 feet North of Cobb Street	14
Cobb Street from Cobb Street to Adair Street	14
San Jacinto Street from North Pearl Street to Crockett Street	14

# STREET RECONSTRUCTION

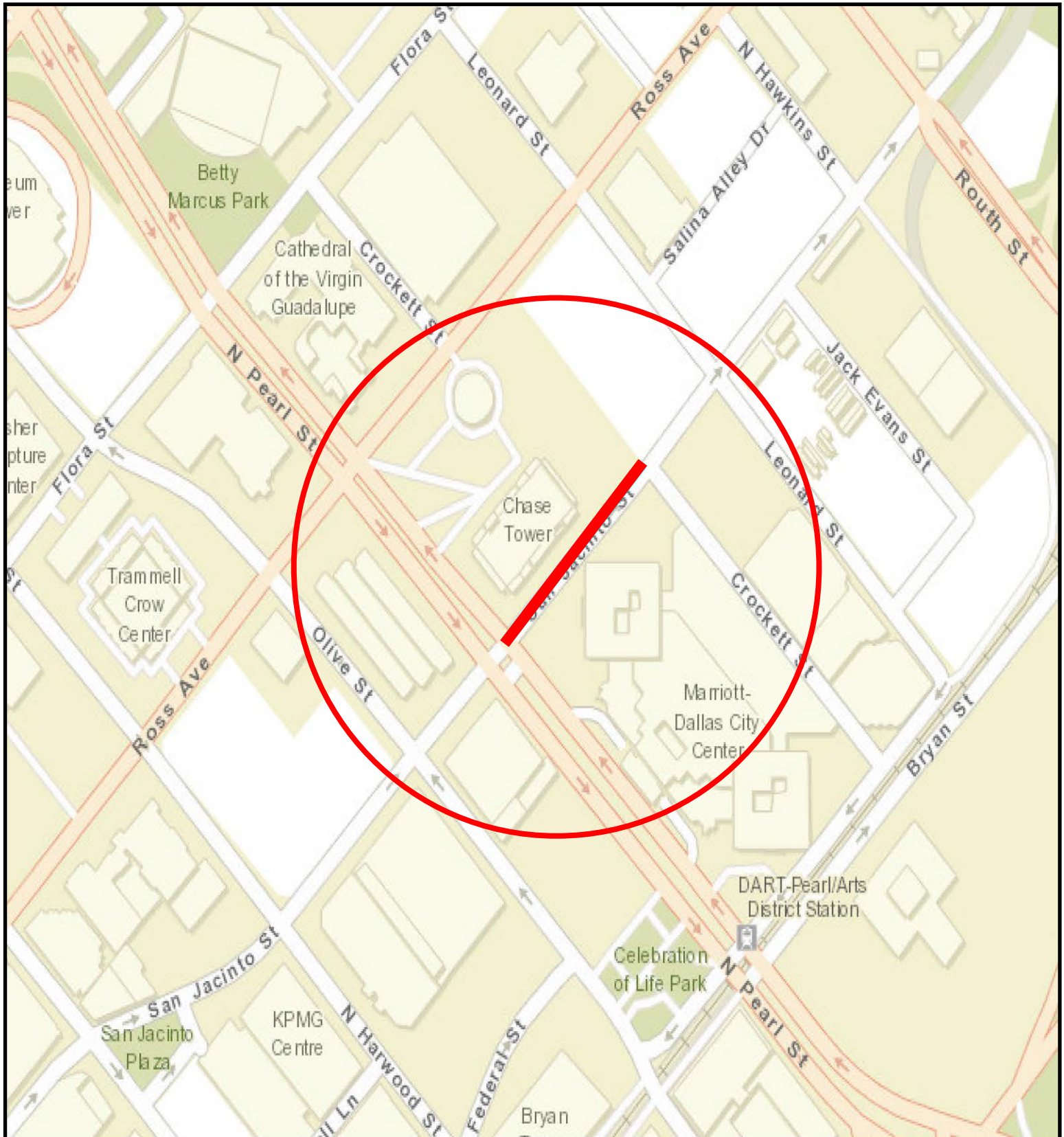
## COBB STREET FROM COBB STREET TO ADAIR STREET



COUNCIL DISTRICT 14



**STREET RECONSTRUCTION  
SAN JACINTO STREET FROM NORTH PEARL STREET TO  
CROCKETT STREET**



**COUNCIL DISTRICT 14**

April 10, 2019

**WHEREAS**, EJES, Inc. was selected to provide engineering design for Street Reconstruction Group 17-1404.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with EJES, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$76,091.90.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$76,091.90 in accordance with the terms and conditions of the contract:

EJES, Inc. for the engineering design of street reconstruction of local streets projects on: Adair Street from Cobb Street to 500 feet North of Cobb Street; Cobb Street from Cobb Street to Adair Street; and San Jacinto Street from North Pearl Street to Crockett Street:

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V287, Activity SREC  
Object 4111, Program PB17V287  
Encumbrance/Contract No. CX- PBW-2019-00008711  
Vendor 505524 \$ 6,435.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V288, Activity SREC  
Object 4111, Program PB17V288  
Encumbrance/Contract No. CX-PBW-2019-00008711  
Vendor 505524 \$ 4,915.00

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V291, Activity SREC  
Object 4111, Program PB17V291  
Encumbrance/Contract No. CX-PBW-2019-00008711  
Vendor 505524 \$ 51,471.19

Water Capital Improvement Fund  
Fund 3115, Department DWU, Unit PW42  
Object 4111, Program 719093  
Encumbrance/Contract No. CX-PBW-2019-00008711  
Vendor 505524 \$ 4,962.69



April 10, 2019

**SECTION 2.** (continued)

Wastewater Capital Improvement Fund  
Fund 2116, Department DWU, Unit PS42  
Object 4111, Program 719094  
Encumbrance/Contract No. CX-PBW-2019-00008711  
Vendor 505524

\$ 8,308.02

Total amount not to exceed

\$76,091.90

**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 #:** 19-257

**Item #:** 16.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize a professional services contract with IMS Engineers, Inc. for the engineering design of Street Reconstruction Group 17-1406 (list attached to the Agenda Information Sheet) - Not to exceed \$210,063.30 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$172,754.30) and Water Utilities Capital Improvement Funds (\$37,309.00)

### **BACKGROUND**

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, IMS 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 IMS Engineers, Inc. for the engineering design of two street reconstruction of local streets projects and one street thoroughfare reconstruction project as Street Reconstruction Group 17-1406. The street reconstruction projects will include replacing the existing deteriorating streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, storm 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>
Concho Street from Richmond Avenue to Belmont Avenue	14	\$49,895.70
Gilbert Avenue from Oak Lawn Avenue to Reagan Street	14	\$67,385.20

**Street Reconstruction - Thoroughfares - Improvements**

<b><u>Project</u></b>	<b><u>Council District</u></b>	<b><u>Amount</u></b>
North Fitzhugh Avenue from McKinney Avenue to Cole Avenue	14	\$92,782.40

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	May 2020
Begin Construction	August 2020
Complete Construction	August 2021

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Street and Transportation (A) Fund (2017 Bond Funds) - \$172,754.30  
Water Utilities Capital Improvement Funds - \$37,309.00

Estimated Future Cost - Construction - \$1,791,279.24

**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>
\$210,063.30	Architectural & Engineering	25.66%	100.00%	\$210,063.30
• This contract exceeds the M/WBE goal.				

**OWNER**

**IMS Engineers, Inc.**

Tommy J. Avant, P.E., Corporate Vice President of Engineering

**MAPS**

Attached

## **Street Reconstruction Group 17-1406**

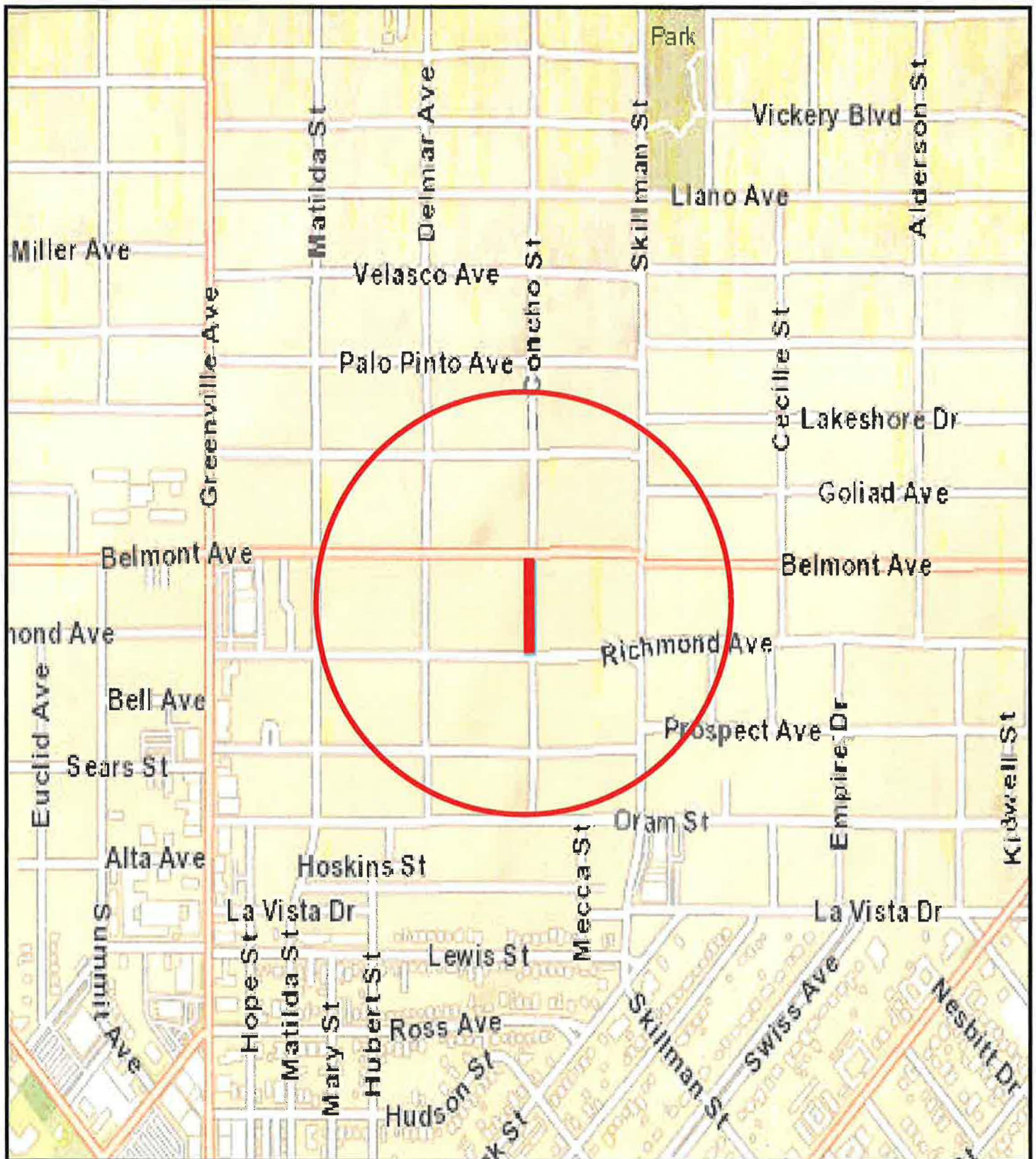
### **Street Reconstruction - Local Streets - Improvements**

<b><u>Project</u></b>	<b><u>Council District</u></b>
Concho Street from Richmond Avenue to Belmont Avenue	14
Gilbert Avenue from Oak Lawn Avenue to Reagan Street	14

### **Street Reconstruction - Thoroughfares - Improvements**

<b><u>Project</u></b>	<b><u>Council District</u></b>
North Fitzhugh Avenue from McKinney Avenue to Cole Avenue	14

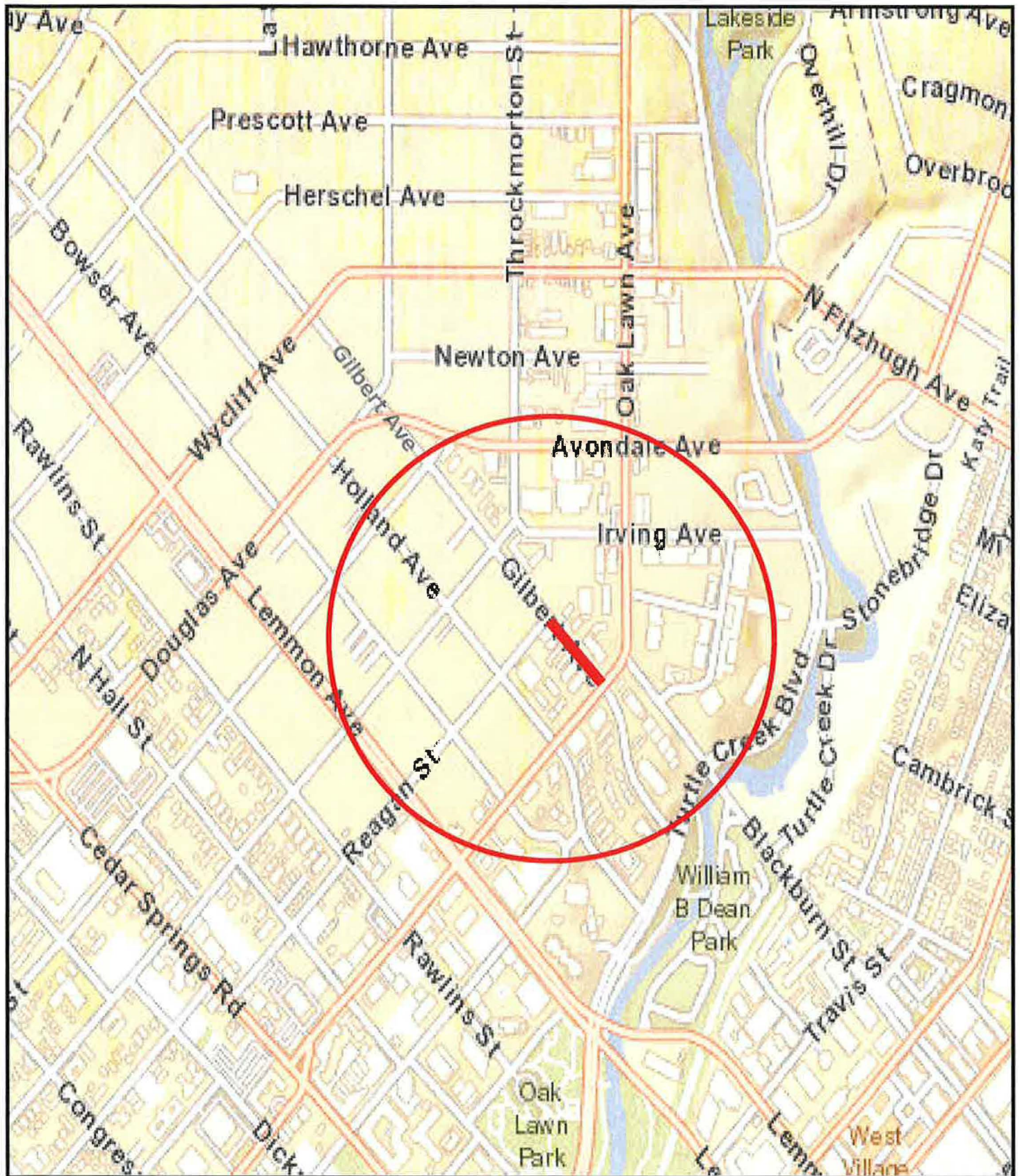
**STREET RECONSTRUCTION  
CONCHO STREET FROM RICHMOND AVENUE  
TO BELMONT AVENUE**



**COUNCIL DISTRICT 14**



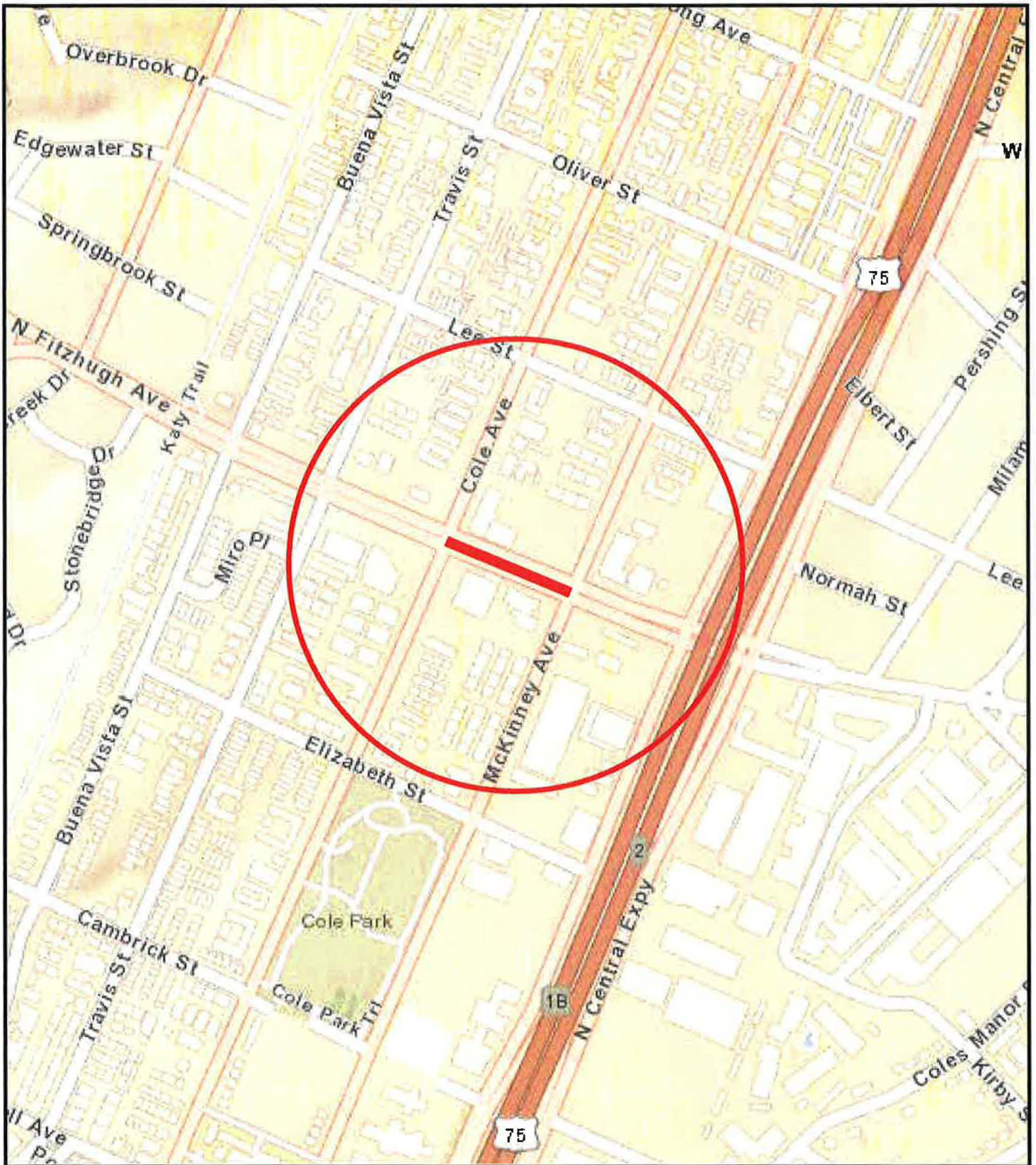
**STREET RECONSTRUCTION  
GILBERT AVENUE FROM OAK LAWN AVENUE  
TO REAGAN STREET**



**COUNCIL DISTRICT 14**



**STREET RECONSTRUCTION  
NORTH FITZHUGH AVENUE  
FROM MCKINNEY AVENUE TO COLE AVENUE**



**COUNCIL DISTRICT 14**

April 10, 2019

**WHEREAS**, IMS Engineers, Inc. was selected to provide engineering design for Street Reconstruction Group 17-1406.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with IMS Engineers, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$210,063.30.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$210,063.30 in accordance with the terms and conditions of the contract:

IMS Engineers, Inc. for the engineering design of two street reconstruction of local streets projects and one street thoroughfare reconstruction project on: Concho Street from Richmond Avenue to Belmont Avenue; Gilbert Avenue from Oak Lawn Avenue to Reagan Street; and North Fitzhugh Avenue from McKinney Avenue to Cole Avenue:

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V289, Activity SREC  
Object 4111, Program PB17V289  
Encumbrance/Contract No. CX-PBW-2019-00008728  
Vendor VS95300 \$ 49,895.70

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V290, Activity SREC  
Object 4111, Program PB17V290  
Encumbrance/Contract No. CX-PBW-2019-00008728  
Vendor VS95300 \$ 48,635.70

Street and Transportation (A) Fund  
Fund 1V22, Department PBW, Unit V299, Activity SREC  
Object 4111, Program PB17V299  
Encumbrance/Contract No. CX-PBW-2019-00008728  
Vendor VS95300 \$ 74,222.90

Water Capital Improvement Fund  
Fund 3115, Department DWU, Unit PW42  
Object 4111, Program 719095  
Encumbrance/Contract No. CX-PBW-2019-00008728  
Vendor VS95300 \$ 26,116.30

April 10, 2019

**SECTION 2.** (continued)

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719096	
Encumbrance/Contract No. CX-PBW-2019-00008728	
Vendor VS95300	<u>\$ 11,192.70</u>
 Total amount not to exceed	 \$210,063.30

**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 #:** 19-389

**Item #:** 17.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a design-build services contract with Harrison, Walker & Harper, L.P. for the design and pre-construction services, an early construction package, and architectural and engineering services for the design and construction of the new replacement Fire Station Number 46 to be located at 331 East Camp Wisdom Road - Not to exceed \$616,065.00 - Financing: Public Safety (G) Fund (2017 Bond Funds)

### **BACKGROUND**

Harrison, Walker & Harper, L.P. was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will approve professional services fees for design in the amount of \$591,065.00 and pre-construction services for \$25,000.00. The design will include architectural, and engineering design, including schematic design, design development, construction documents and construction administration for design services and bidding and earlystart construction items for pre-construction services. These fees are based on a total guaranteed maximum price for the project of \$6,000,000.00.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	April 2019
Complete Design	November 2019
Begin Construction	February 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 April 8, 2019.



**FISCAL INFORMATION**

Public Safety (G) Fund (2017 Bond Funds) - \$616,065.00

**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>
\$616,065.00	Architectural & Engineering	25.66%	77.78%	\$479,165.00
• This contract exceeds the M/WBE goal.				

**PROCUREMENT INFORMATION**

Four proposals were received from solicitation number CIZ1756 on December 21, 2018. The following proposers were interviewed and ranked on January 17, 2019.

\*Denotes successful proposer

<b><u>Proposers</u></b>	<b><u>Total Score</u></b>	<b><u>Rank</u></b>
*Harrison, Walker & Harper, L.P. /GSR Andrade Architects 2510 South Church Street Paris, Texas 75460	288	1
CORE Construction/BRW Architects	271	2
CORE Construction/PSC Architects	256	3
Big Sky Construction/McAfee 3 Architects	249	4

**OWNER**

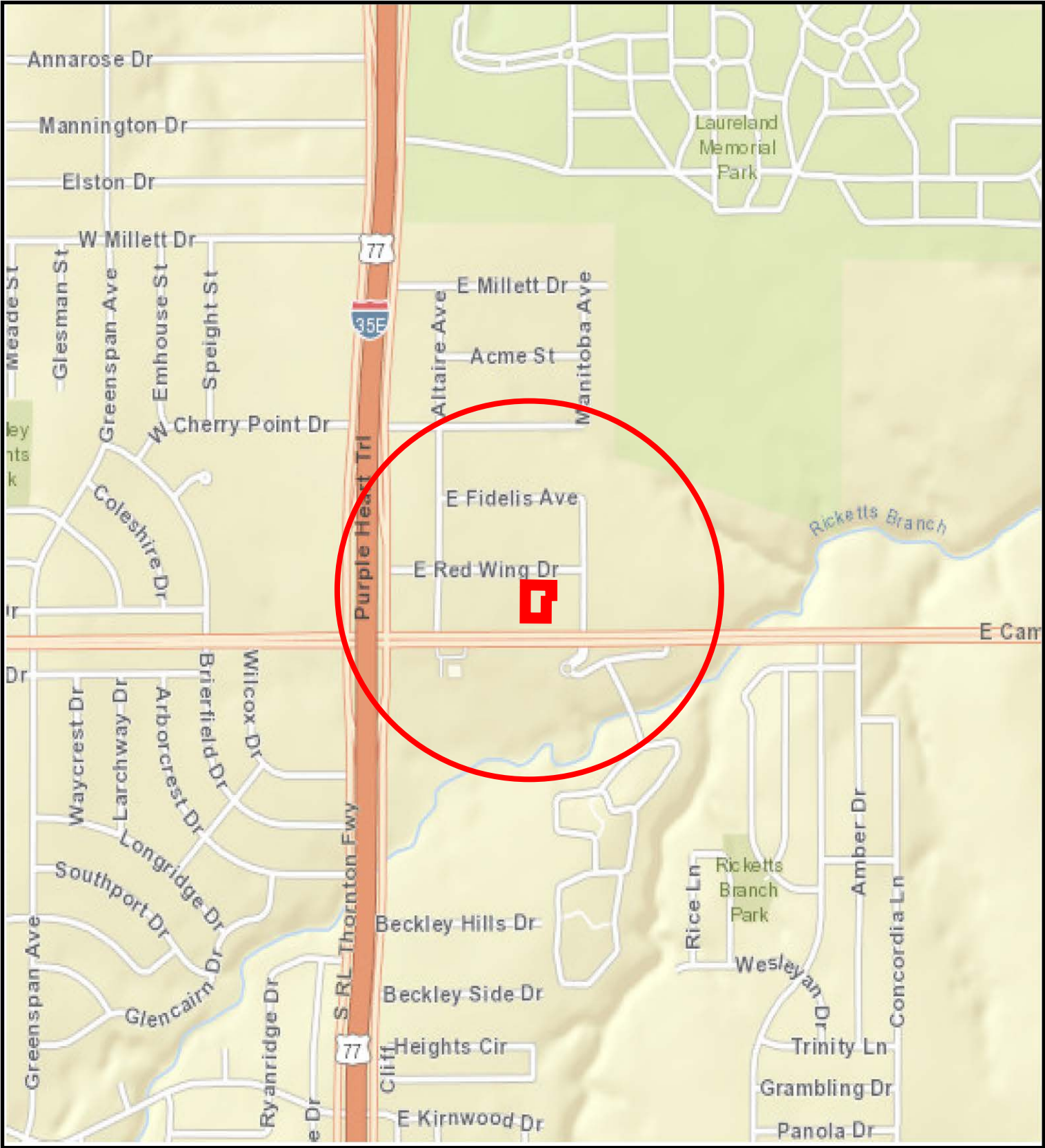
**Harrison, Walker & Harper, L.P.**

Holland Harper, President  
Jordon Harper, Chief Executive Officer

**MAP**

Attached

**NEW REPLACEMENT FIRE STATION NUMBER 46 FACILITY**  
**331 EAST CAMP WISDOM ROAD**



**COUNCIL DISTRICT 3**

April 10, 2019

**WHEREAS**, in the 2017 Bond Program, the citizens of Dallas approved funding for design and construction of a new fire station facility to replace the existing Fire Station Number 46 located at 331 East Camp Wisdom Road; and

**WHEREAS**, it was determined that the best procurement method to meet the schedule for the new replacement Fire Station Number 46 would be the design-build process; and

**WHEREAS**, on January 17, 2019, at the conclusion of a selection process conducted by City staff, Harrison, Walker & Harper, L.P. was selected as the most qualified, proposer of four to provide design-build services for this project; and

**WHEREAS**, it is now desirable to authorize a design-build services contract with Harrison, Walker & Harper, L.P. for design and pre-construction services, an early construction package, and architectural and engineering services for the design and construction of the new replacement Fire Station Number 46 facility to be located at 331 East Camp Wisdom Road, in an amount not to exceed \$616,065.00.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a design-build services contract with Harrison, Walker & Harper, L.P., approved as to form by the City Attorney, for the design and pre-construction services, an early construction package, and architectural and engineering services for the design and construction of the new replacement Fire Station Number 46 facility to be located at 331 East Camp Wisdom Road, in an amount not to exceed \$616,065.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$616,065.00 to Harrison, Walker & Harper, L.P. in accordance with the terms and conditions of the contract from Public Safety (G) Fund, Fund 1V33, Department BSD, Unit VG02, Activity FIRF, Object 4112, Program EB17VG02, Encumbrance/Contract No. PBW-2019-00009460, Vendor 513339.

**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 #:** 19-322

**Item #:** 18.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

### **SUBJECT**

Authorize a construction contract to provide construction services for the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract - Viking Construction, Inc., lowest responsible bidder of two - Not to exceed \$15,139,688.70 - Financing: General Fund (\$10,175,000.00) and Resurfacing and Reconstruction Improvements Fund (\$4,964,688.70) (subject to annual appropriations)

### **BACKGROUND**

This action will authorize a construction contract with Viking Construction, Inc., lowest responsible bidder of two, to provide construction services for the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract.

This project provides for construction services scheduled for Fiscal Year 2019. Bid specifications were developed and publicly advertised on January 9 and January 16, 2019 for competitive bids associated with the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract.

The following chart illustrates Viking Construction, Inc.'s contractual activities with the City of Dallas for the past three years:

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	1	0	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Construction      April 2019  
Complete Construction      September 2020

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Year 1	Year 2
General Fund \$4,977,000.00	General Fund \$5,198,000.00 (subject to annual appropriations)
Resurfacing and Reconstruction Improvements Fund \$3,052,421.00	Resurfacing and Reconstruction Improvements Fund \$1,912,267.70 (subject to annual appropriations)
Total \$8,029,421.00	Total \$7,110,267.70

**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 \$
\$15,139,688.70	Construction	25.00%	10.19%	\$1,542,765.05
• This contract does not meet the M/WBE goal, but complies with good faith efforts.				

**PROCUREMENT INFORMATION**

The following bids with quotes were opened on February 8, 2019:

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Bid Amount</u></b>
*Viking Construction, Inc. 2592 Shell Road Georgetown, Texas 78628	\$15,139,688.70
Intermountain Slurry Seal, Inc.	\$16,547,207.00

**OWNER**

**Viking Construction, Inc.**

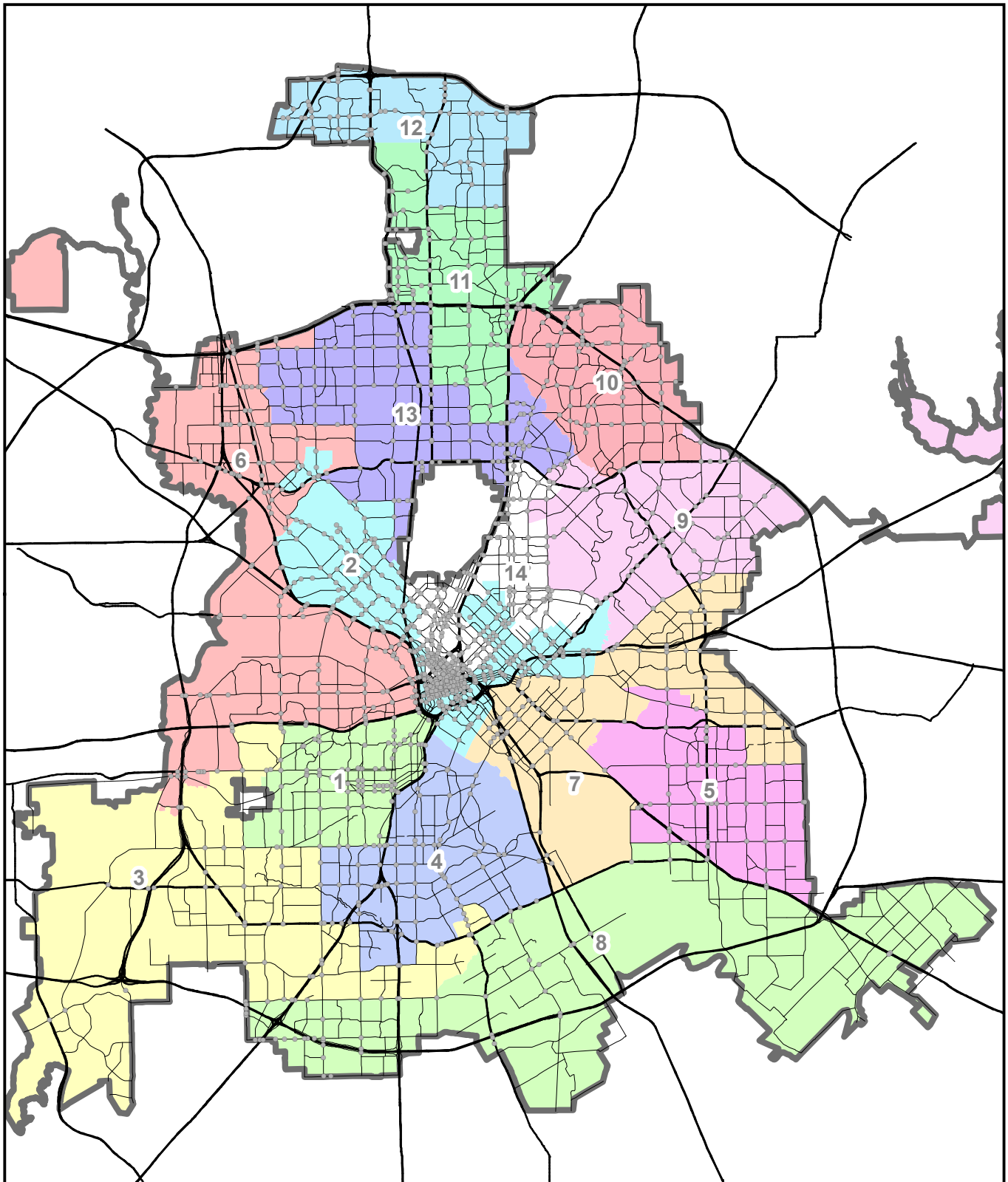
Brad J. Pearce, Vice President



**MAP**

Attached

## 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract



April 10, 2019

**WHEREAS**, it became necessary to supplement City Forces for Slurry Seal and Polymer Modified Micro-Surfacing improvements throughout the City; and

**WHEREAS**, bid specifications were developed and publicly advertised for competitive bids associated with the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract; and

**WHEREAS**, bids were received on February 8, 2019, for the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract; and

**WHEREAS**, the two bids were received for the construction of the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract as follows:

<b><u>Bidders</u></b>	<b><u>Bid Amount</u></b>
Viking Construction, Inc.	\$15,139,688.70
Intermountain Slurry Seal, Inc.	\$16,547,207.00

**WHEREAS**, it is now desirable to authorize a construction contract with Viking Construction, Inc., lowest responsible bidder of two, to provide construction services for the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Contract, in an amount not to exceed \$15,139,688.70.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a construction contract with Viking Construction, Inc., approved as to form by the City Attorney, to provide construction services for the 2019 Slurry Seal and Polymer Modified Micro-Surfacing Project, in an amount not to exceed \$15,139,688.70.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$15,139,688.70 (subject to annual appropriations) to Viking Construction, Inc., as follows:

General Fund	
Fund 0001, Department PBW, Unit 3008, Activity PB51	
Object 3072, Program Various	
Encumbrance MASC/Contract No. PBW-2019-00009531	
Vendor 340268	\$ 4,977,000.00 (FY 2018-19)

April 10, 2019

**SECTION 2.** (continued)

General Fund

Fund 0001, Department PBW, Unit 3008, Activity PB51

Object 3072, Program Various

Encumbrance MASC/Contract No. PBW-2019-00009531

Vendor 340268

\$ 5,198,000.00  
(FY 2019-20)

Resurfacing and Reconstruction Improvements Fund

Fund 0717, Department PBW, Unit W186, Activity PB51

Object 3072, Program Various

Encumbrance MASC/Contract No. PBW-2019-00009531

Vendor 340268

\$ 4,964,688.70

Total amount not to exceed

\$15,139,688.70

**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 #:** 19-383

**Item #:** 19.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize an increase in the construction services contract with E-MC Electrical, Inc. for additional fire alarm installation and equipment at Dallas City Hall located at 1500 Marilla Street - Not to exceed \$113,966.75, from \$2,075,000.00 to \$2,188,966.75 - Financing: City Hall, City Service and Maintenance Facilities Fund (2006 Bond Funds)

### **BACKGROUND**

On April 26, 2017, City Council authorized a construction services contract with E-MC Electrical, Inc. for the removal of the existing fire alarm system and the installation of a new fire alarm system at Dallas City Hall.

Dallas City Hall had undergone multiple internal space remodels after completion of the bid set completed by the consulting engineer, resulting in plan revisions and submissions to the Fire Marshal for review and approval of these changes. These internal space remodels required additional fire alarm devices and installation costs to the project in order to meet fire code.

This action will authorize Change Order No. 1 to the construction services contract with E-MC Electrical, Inc. for the Fire Alarm installation at Dallas City Hall located at 1500 Marilla Street, in an amount not to exceed \$113,966.75.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Construction	April 2019
Complete Construction	June 2019

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

On April 26, 2017, City Council authorized a construction services contract with E-MC Electrical, Inc. for the removal and replacement of the Fire Alarm at Dallas City Hall by Resolution No. 17-0685.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

City Hall, City Service and Maintenance Facilities Fund (2006 Bond Funds) - \$113,966.75

Construction Amount	\$2,075,000.00
Change Order No. 1 (this action)	<u>\$ 113,966.75</u>
Total	\$2,188,966.75

**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 \$
\$113,966.75	Construction	25.00%	38.00%	\$43,307.36
• This contract exceeds the M/WBE goal.				
• Change Order No. 1 - 25.00% Overall M/WBE participation				

**OWNER**

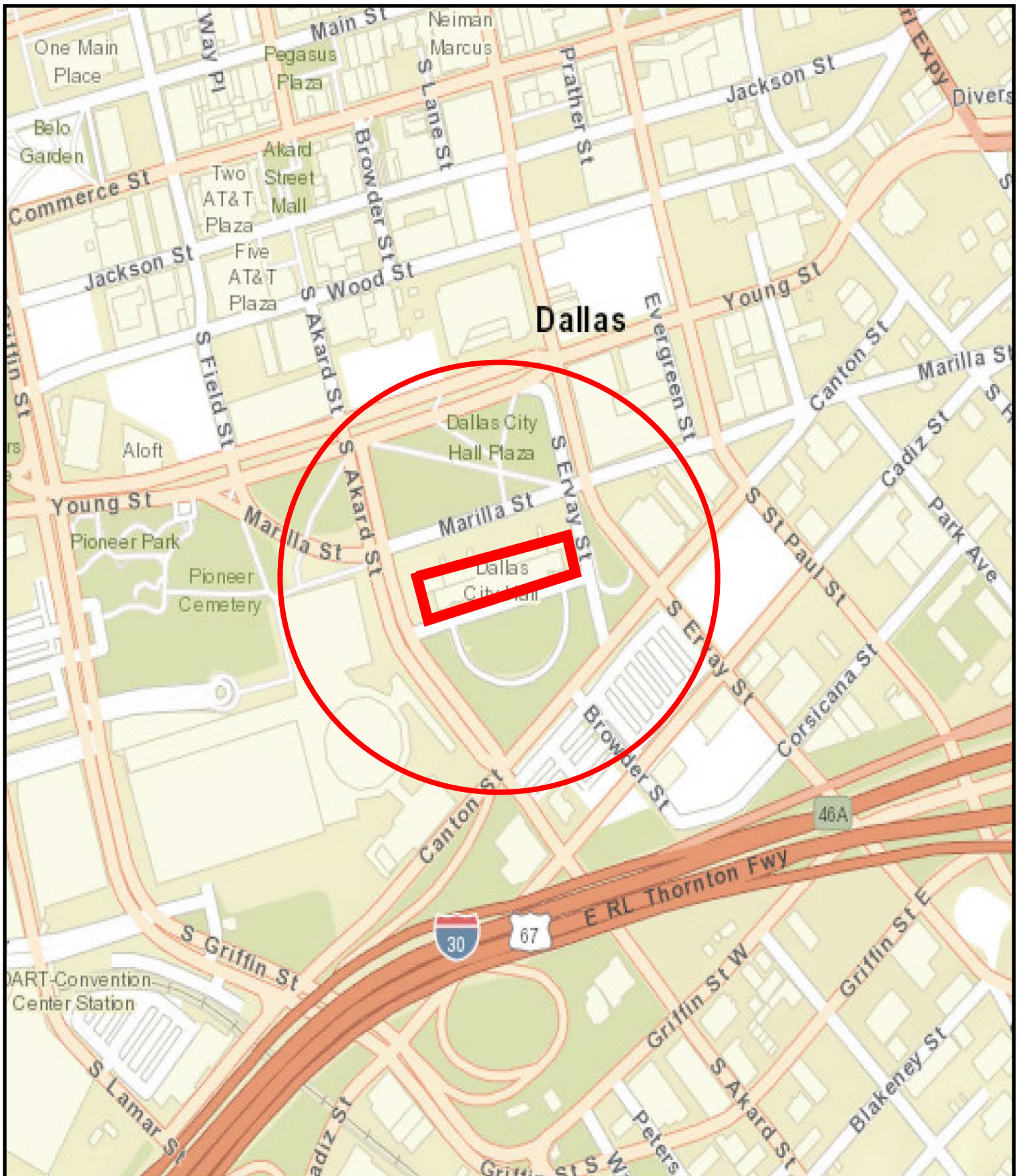
**E-MC Electrical, Inc.**

Spencer McDonald, Chief Financial Officer

**MAP**

Attached

**FIRE ALARM INSTALLATION**  
**1500 MARILLA STREET - DALLAS CITY HALL**



**COUNCIL DISTRICT 2**

April 10, 2019

**WHEREAS**, on April 26, 2017, City Council authorized a construction services contract with E-MC Electrical, Inc. for the removal of the existing fire alarm system and the installation of a new fire alarm system at Dallas City Hall, in an amount not to exceed \$2,075,000.00, by Resolution No. 17-0685; and

**WHEREAS**, Dallas City Hall had undergone multiple internal space remodels after completion of the bid set completed by the consulting engineer, resulting in plan revisions and submissions to the Fire Marshal for review and approval of these changes. These internal space remodels required additional fire alarm devices and installation costs to the project in order to meet fire code; and

**WHEREAS**, it is now desirable to authorize Change Order No. 1 to the construction services contract with E-MC Electrical, Inc. for additional fire alarm installation and equipment at Dallas City Hall located at 1500 Marilla Street, in an amount not to exceed \$113,966.75, increasing the contract amount from \$2,075,000.00 to \$2,188,966.75.

**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 E-MC Electrical, Inc. (Change Order No. 1) is authorized for additional fire alarm installation and equipment at Dallas City Hall located at 1500 Marilla Street, in an amount not to exceed \$113,966.75, increasing the contract amount from \$2,075,000.00 to \$2,188,966.75.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$113,966.75. to E-MC Electrical, Inc. in accordance with the terms and conditions of the Dallas City Hall contract from the City Hall, City Service and Maintenance Facilities Fund, Fund 8T60, Department BSD, Unit T738, Activity EB01, Object 4310, Program EBS06T738, Encumbrance EBS06T738CTG01, Vendor VS91582.

**SECTION 3.** That this contract is designated as Contract No. EBS-2017-00001754.

**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

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**File #:** 19-127

**Item #:** 20.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Department of Public Works

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize an increase in the construction services contract with Camino Construction, L.P. to relocate the proposed waterline in the same trench as the existing waterline in the alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane; and to adjust a wastewater manhole in the alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane - Not to exceed \$305,863.42, from \$2,044,928.00 to \$2,350,791.42 - Financing: Water Utilities Capital Improvement Funds

### **BACKGROUND**

The 2012 Bond Program funded the design and construction of Project Group 12-3001. This project included roadway improvements on Palacios Avenue from Ottawa Road to Canada Drive, and alley improvements consisting of 10-foot wide concrete pavement, drainage improvements and water main improvements, where needed, for the following alleys: between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane; between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane; and between Manana Drive and Park Lane from Larga Drive to Marsh Lane.

On February 22, 2017, City Council authorized a construction contract with Camino Construction, L.P. by Resolution No. 17-0432.

This action will authorize Change Order No. 1 to the construction services contract with Camino Construction, L.P., in an amount not to exceed \$305,863.42, from \$2,044,928.00 to \$2,350,791.42, to relocate the proposed waterline in the same trench as the existing waterline in the alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane; and to adjust a wastewater manhole in the alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane. The original location of the proposed waterline is not possible since the franchise utilities were unable to obtain the required aerial easements from the adjoining property owners needed for the waterline installation as shown in the plans.



**ESTIMATED SCHEDULE OF PROJECT**

Began Design	March 2014
Completed Design	October 2016
Began Construction	June 2017
Complete Construction	September 2019

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

On January 22, 2014, City Council authorized a professional services contract with BDS Technologies, Inc. for the engineering design of seven alley petition projects and two street petition projects by Resolution No. 14-0190.

On January 11, 2017, City Council authorized street paving, storm drainage, water and wastewater main improvements, and alley paving for Project Group 12-3001; provide for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law; and a benefit assessment hearing to be held on February 22, 2017, to receive comments by Resolution No. 17-0080.

On February 22, 2017, City Council held a benefit assessment hearing to receive comments on street paving, drainage, water and wastewater main improvements, and alley paving for Project Group 12-3001; and authorized a construction contract with Camino Construction, L.P., for the construction of street and alley paving, storm drainage, and water and wastewater main improvements for Project Group 12-3001, by Resolution No. 17-0432.

**FISCAL INFORMATION**

Water Utilities Capital Improvement Funds - \$305,863.42

Design Contract	
Design (PBW)	\$ 109,355.50
Design (DWU)	<u>\$ 49,620.00</u>
Total	\$ 158,975.50
Construction Contract	
Paving & Drainage (PBW)	\$1,254,801.00
Water & Wastewater (DWU)	\$ 790,127.00
Change Order No. 1 (this action) (DWU)	<u>\$ 305,863.42</u>
Total	\$2,350,791.42
Total Project Cost	\$2,509,766.92

**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>
\$305,863.42	Architectural & Engineering	25.66%	3.12%	\$9,539.54
• This contract does not meet the M/WBE goal, but complies with good faith efforts.				
• Change Order No. 1 - 70.78% Overall M/WBE participation				

**OWNER**

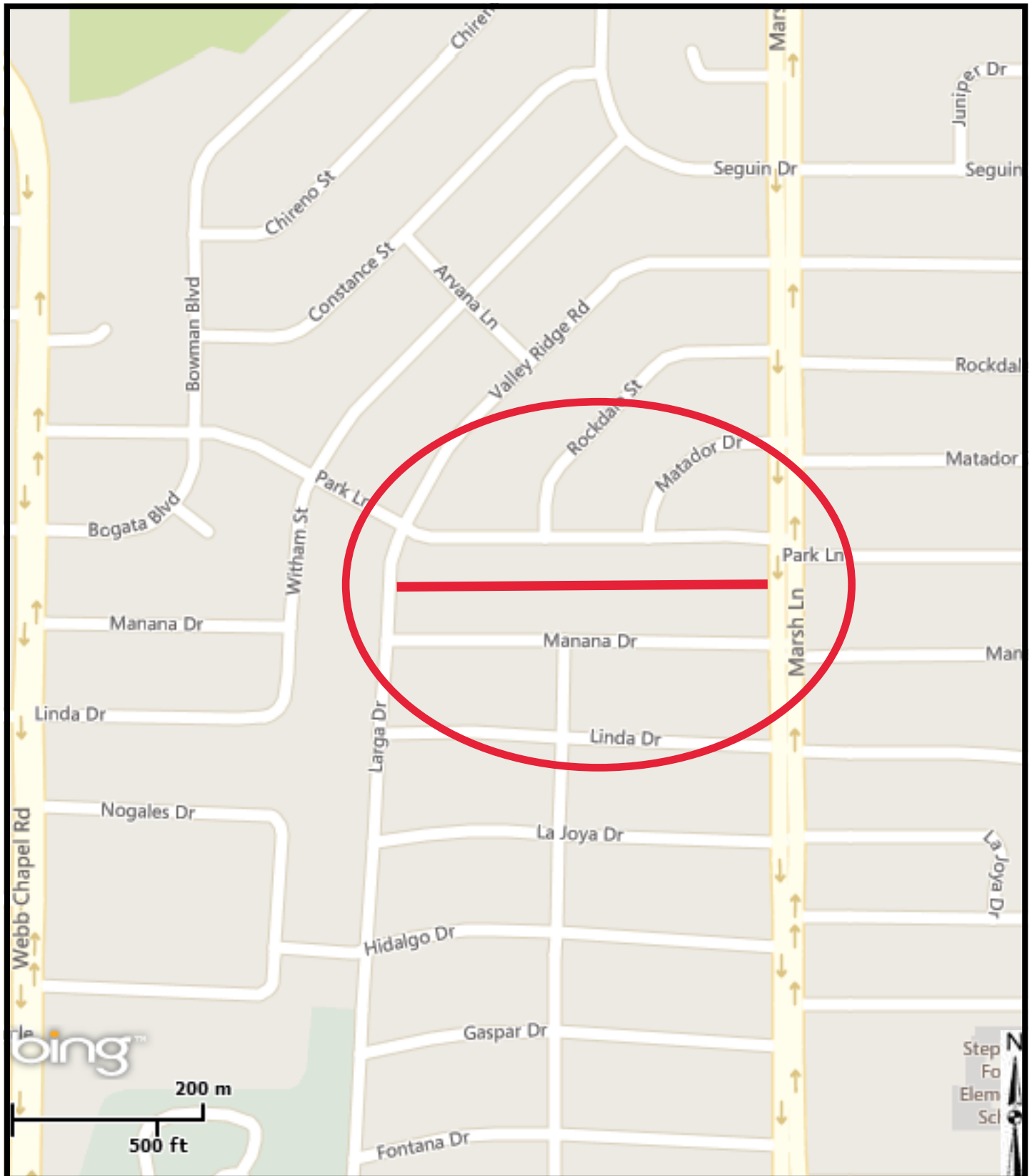
**Camino Construction, L.P.**

Roy Ayala, General Manager

**MAPS**

Attached

**ALLEY PETITION**  
**ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM**  
**LARGA DRIVE TO MARSH LANE**



**COUNCIL DISTRICT 6**

# ALLEY PETITION

ALLEY BETWEEN HURLEY WAY AND LENEL PLACE FROM WILLIAMSBURG ROAD TO "T" ALLEY SOUTH OF WALNUT HILL LANE



COUNCIL DISTRICT 6



April 10, 2019

**WHEREAS**, on January 22, 2014, City Council authorized a professional services contract with BDS Technologies, Inc. for the design of alley petition projects on alleys between: Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane, Hibernia Street and McKinney Avenue from Routh Street to Boll Street, Hibernia Street and State Street from Boll Street to Worthington Street, Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane, Manana Drive and Park Lane from Larga Drive to Marsh Lane, State Street and Thomas Avenue from Routh Street to Boll Street and alley southwest and parallel to Shoreview Road from Forest Trail to Nimrod Trail; and design of street petition projects on Palacios Avenue from Ottawa Road to Canada Drive and Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street, in an amount not to exceed \$284,658.75, by Resolution No. 14-0190; and

**WHEREAS**, on January 11, 2017, City Council authorized street paving, storm drainage, water and wastewater main improvements, and alley paving for Project Group 12-3001; provide for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law; and a benefit assessment hearing to be held on February 22, 2017, to receive comments by Resolution No. 17-0080; and

**WHEREAS**, on February 22, 2017, City Council held a benefit assessment hearing to receive comments on street paving, drainage, water and wastewater main improvements, and alley paving for Project Group 12-3001; and authorized a construction contract with Camino Construction, L.P. for the construction of street and alley paving, drainage, and water and wastewater main improvements for Project Group 12-3001, in an amount not to exceed \$2,044,928.00, by Resolution No. 17-0432; and

**WHEREAS**, it is now necessary to authorize Change Order No. 1 to the construction services contract with Camino Construction, L.P. to relocate the proposed waterline in the same trench as the existing waterline in the alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane; and to adjust a wastewater manhole in the alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane, in an amount not to exceed \$305,863.42, increasing the contract amount from \$2,044,928.00 to \$2,350,791.42.

**Now, Therefore,**

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

April 10, 2019

**SECTION 1.** That an increase in the construction services contract with Camino Construction, L.P. (Change Order No. 1) is authorized to relocate the proposed waterline in the same trench as the existing waterline in the alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane; and to adjust a wastewater manhole in the alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane, in an amount not to exceed \$305,863.42, increasing the contract amount from \$2,044,928.00 to \$2,350,791.42.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$305,863.42 in accordance with the terms and conditions of the contract to Camino Construction, L.P., as follows:

Water Capital Improvement Fund Fund 3115, Department DWU, Unit PW42 Object 4550, Program 717007 Encumbrance CT-PBW717007CP Vendor 144735	\$284,818.42
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Object 3222, Program 717008 Encumbrance CT-PBW717008EN Vendor 144735	<u>\$ 21,045.00</u>
Total amount not to exceed	\$305,863.42

**SECTION 3.** That this contract is designated as Contract No. STS-2017-00001600.

**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

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**File #:** 19-414

**Item #:** 22.

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**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 4  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize **(1)** the quitclaim of 422 North Denley Drive acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale that will be sold to the highest qualified bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached to the Agenda Information Sheet) - Estimated Revenue: \$30,000.00 (see Fiscal Information)

### **BACKGROUND**

This item authorizes the quitclaim of 422 North Denley Drive that was foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court and the release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment. This property will be sold to the highest qualified bidder and will return to the tax rolls upon conveyance.

Successful bidders will be required to sign a certification stating that they are not purchasing this property on behalf of the foreclosed owners and that they have no debts owed to the City, no pending code violations, and are not chronic code violators.

This property was reviewed by the Housing and Neighborhood Revitalization Department for infill houses and is not desired for that program.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Estimated Revenue: \$30,000.00 (City Revenue: \$3,900.00, Disbursed according to Tax Code: \$26,100.00)

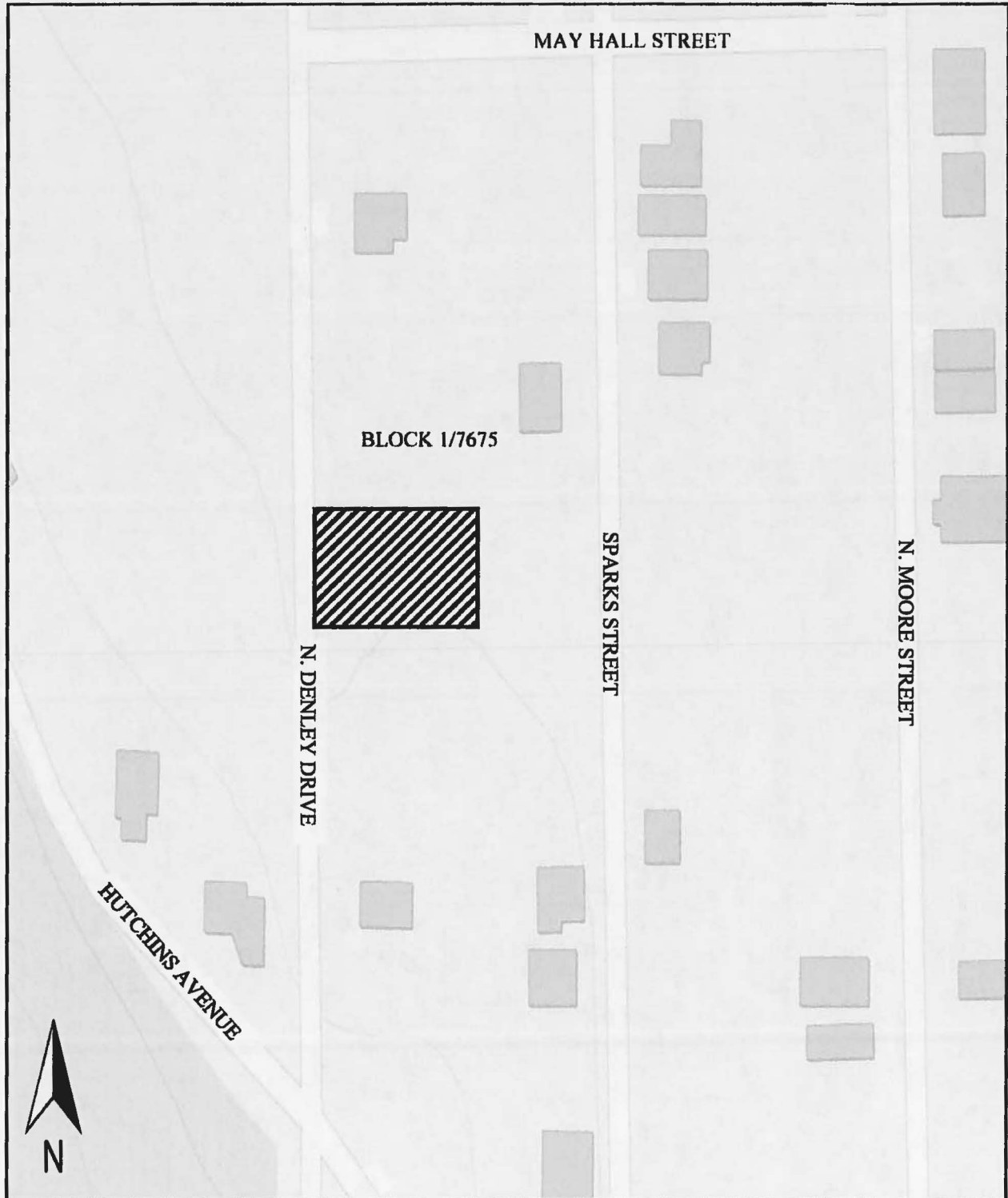
**MAP**


Attached

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES  
PROPERTY LIST**

<b>ITEM #</b>	<b>STREET ADDRESS</b>	<b>VAC/ IMP</b>	<b>COUNCIL DISTRICT</b>	<b>ZONING</b>	<b>PARCEL SIZE</b>	<b>STRUCKOFF AMOUNT</b>	<b>DCAD</b>
1	422 N. DENLEY DRIVE	I	04	R-5(A)	.1105	\$76,060.00	\$76,060.00





 **Subject Property— 422 N. Denley Drive**

April 10, 2019

**WHEREAS**, the City of Dallas ("City"), the State of Texas ("State"), the County of Dallas, ("County"), and/or Dallas Independent School District ("DISD") acquired a Sheriff Deed to 422 North Denley ("Property") at a sheriff tax sale ("the First Sale") authorized by a Judicial Foreclosure ("Judgment") in a District Court in Dallas County, Texas. The Sheriff's Deed was recorded in the real property records of Dallas County, Texas as described on Exhibit "A," attached herein and incorporated by reference; and

**WHEREAS**, pursuant to the Texas Attorney General Opinion No. JM-1232 and Section 34.05(a) of the Texas Property Tax Code, the City may re-sell the Property ("the Second Sale") subject to any right of redemption existing at the time of the Second Sale; and

**WHEREAS**, pursuant to the provisions of Chapter 34, Section 34.05 of the Texas Property Tax Code, a taxing entity is authorized to re-sell the Property ("the Second Sale"); and

**WHEREAS**, by accepting its pro rata proceeds from the Second Sale, the State agrees to the transfer of the Property in which it has an interest; and

**WHEREAS**, the City Manager, acting on behalf of the County pursuant to a County Commissioner's Court Order, and acting on behalf of DISD pursuant to a School Board Resolution have the authority to execute the Quitclaim Deed to the purchaser of the Property at the Second Sale, and transfer any rights, title, or interests acquired or held by each taxing entity that was a party to the Judgment at the First Sale; and

**WHEREAS**, the Property will be advertised in the Dallas Morning News to be offered for re-sale; and

**WHEREAS**, the City Council has previously approved the re-sale of other Properties where funds were not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County; and

**WHEREAS**, the distribution of the proceeds from the resale of the Property will be in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code.

**Now, Therefore,**

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

**SECTION 1.** That upon receipt of the monetary consideration from the purchaser, and upon consent by the County and DISD, the City Manager after approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute the Quitclaim Deed to the Property to be sold to the highest qualified bidder, conveying to the purchaser the right, title, and interest acquired or held by each taxing entity that was a party to the Judgment, subject to any right of redemption, post-Judgment taxes and post

April 10, 2019

**SECTION 1.** (continued)

Judgment non-municipal liens, and in accordance with the written agreement of the terms, conditions, and release of the taxing entities.

**SECTION 2.** That the consideration received from the Second Sale shall be distributed pursuant to Chapter 34, Section 34.06 of the Texas Property Tax Code, and applied to the payment of the court costs, interest, and cost of sale and applied to the amount of delinquent taxes, penalties, and non-tax municipal liens as set forth in the Judgment and pursuant to the order of the court.

**SECTION 3.** That purchaser shall be responsible for the pro rata portion of property taxes for the remaining part of the current calendar year that will be assessed from the date of closing of the Second Sale. Purchaser shall also be responsible for any post-Judgment taxes, penalties and interest, pursuant to the Texas Property Tax Code, and post-Judgment non-municipal liens. The Property shall be replaced on the tax rolls as of the date of execution of Quitclaim Deed.

**SECTION 4.** That to the extent authorized by law, any liens securing taxes referenced in Section 2 above are hereby released. That the City Manager, after approval as to form by the City Attorney, is hereby authorized to execute a release(s) of lien for any non-tax municipal lien(s) which (i) are included in the Judgments issued in the foreclosure suits filed by the City on the lot(s) shown on Exhibit "A"; or (ii) arise or are filed of record post Judgment and prior to the Second Sale by the City on the lot(s) shown on Exhibit "A".

**SECTION 5.** That any and all proceeds from the Second Sale, including funds not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County will be deposited to General Fund, Fund 0001, Department DEV, Balance Sheet Account 0519.

**SECTION 6.** That upon receipt of the consideration from the Second Sale, the Chief Financial Officer is hereby authorized to disburse the proceeds in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code. Calculations for disbursements shall be provided by the Director of Sustainable Development and Construction to the City of Dallas Land Based Receivables, the Dallas County District Clerk, and the Dallas County Tax Office from the account specified in Section 5, above.

**SECTION 7.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES  
EXHIBIT A**

<b>ITEM #</b>	<b>STREET ADDRESS</b>	<b>LEGAL DESCRIPTION</b>	<b>VAC/IMP</b>	<b>OWNED BY TAXING ENTITIES</b>
1	422 N. DENLEY DRIVE	LOTS 9 AND 10, BLOCK 1/7675	I	1, 2, 3

\*1=CITY, 2=DISD, 3=COUNTY, 4=STATE (All properties are located in the City of Dallas, Dallas County, Texas)



## Agenda Information Sheet

**File #:** 19-281

**Item #:** 23.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** Outside City Limits  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize acquisition from Wayne Williams and Evelyn Williams, of a total of approximately 612,536 square feet of land located in Kaufman County for the Lake Tawakoni 144-inch Transmission Pipeline Project - Not to exceed \$321,116.00 (\$318,116.00, plus closing costs and title expenses not to exceed \$3,000.00) - Financing: Water Construction Fund

### **BACKGROUND**

This item authorizes the acquisition from Wayne Williams and Evelyn Williams of a total of approximately 612,536 square feet of land located in Kaufman County. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni 144-inch Transmission Pipeline Project. The consideration is based on an independent appraisal. There are no relocation benefits associated.

This acquisition is part of the right-of-way required to construct approximately 32 miles of pipeline from Lake Tawakoni to the Interim Balancing Reservoir located in Terrell, Texas and then to the Eastside Water Treatment Plant located in Sunnyvale, Texas. The new raw water pipeline will augment the existing 72-inch and 84-inch pipelines. The construction of this pipeline will give Dallas Water Utilities the ability to utilize the full capacity of both the Lake Tawakoni and the Lake Fork raw water supply to meet the current city needs and future water demands.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Water Construction Fund - \$321,116.00 (\$318,116.00, plus closing costs and title expenses not to exceed \$3,000.00)



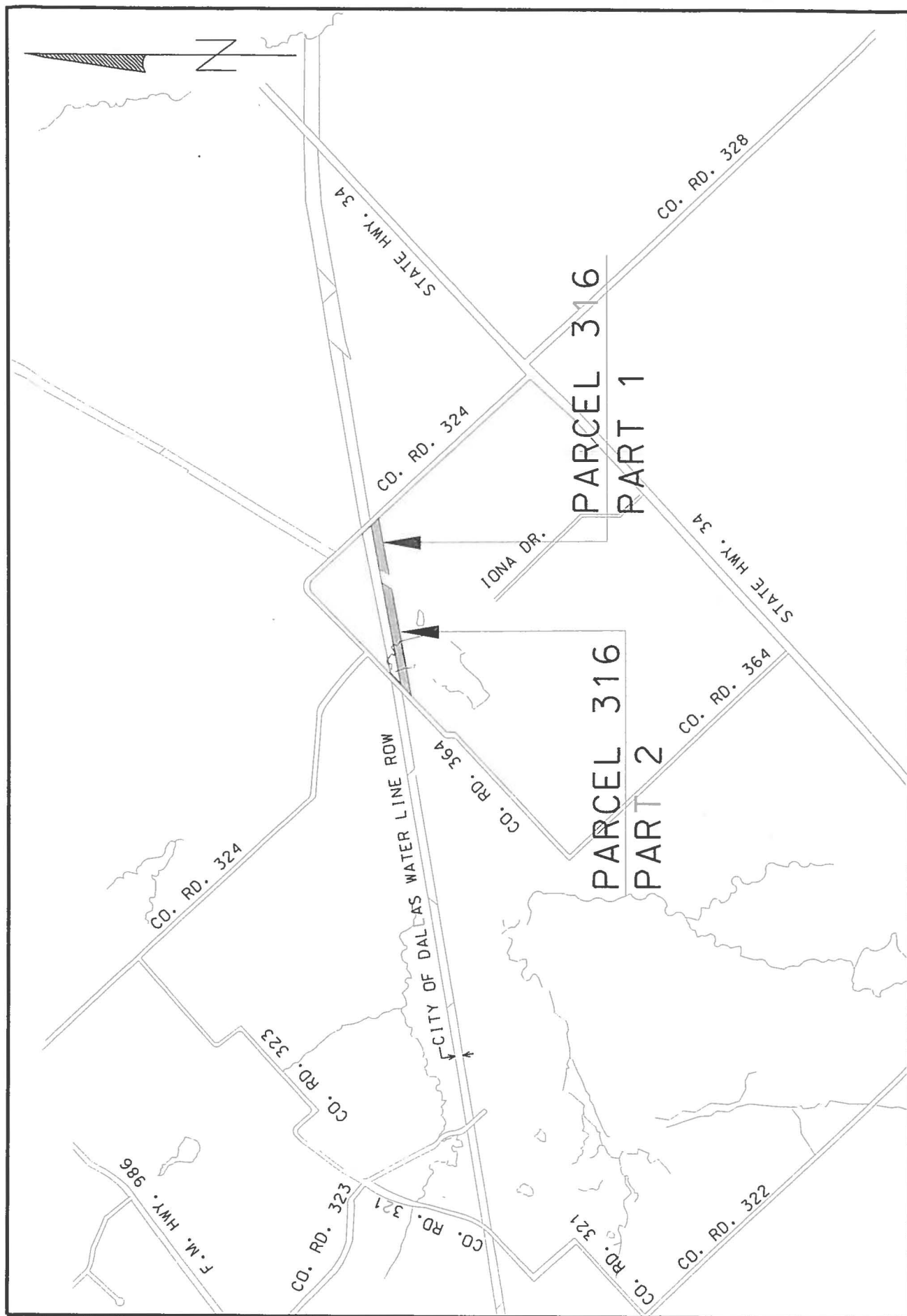
**OWNERS**

Wayne Williams

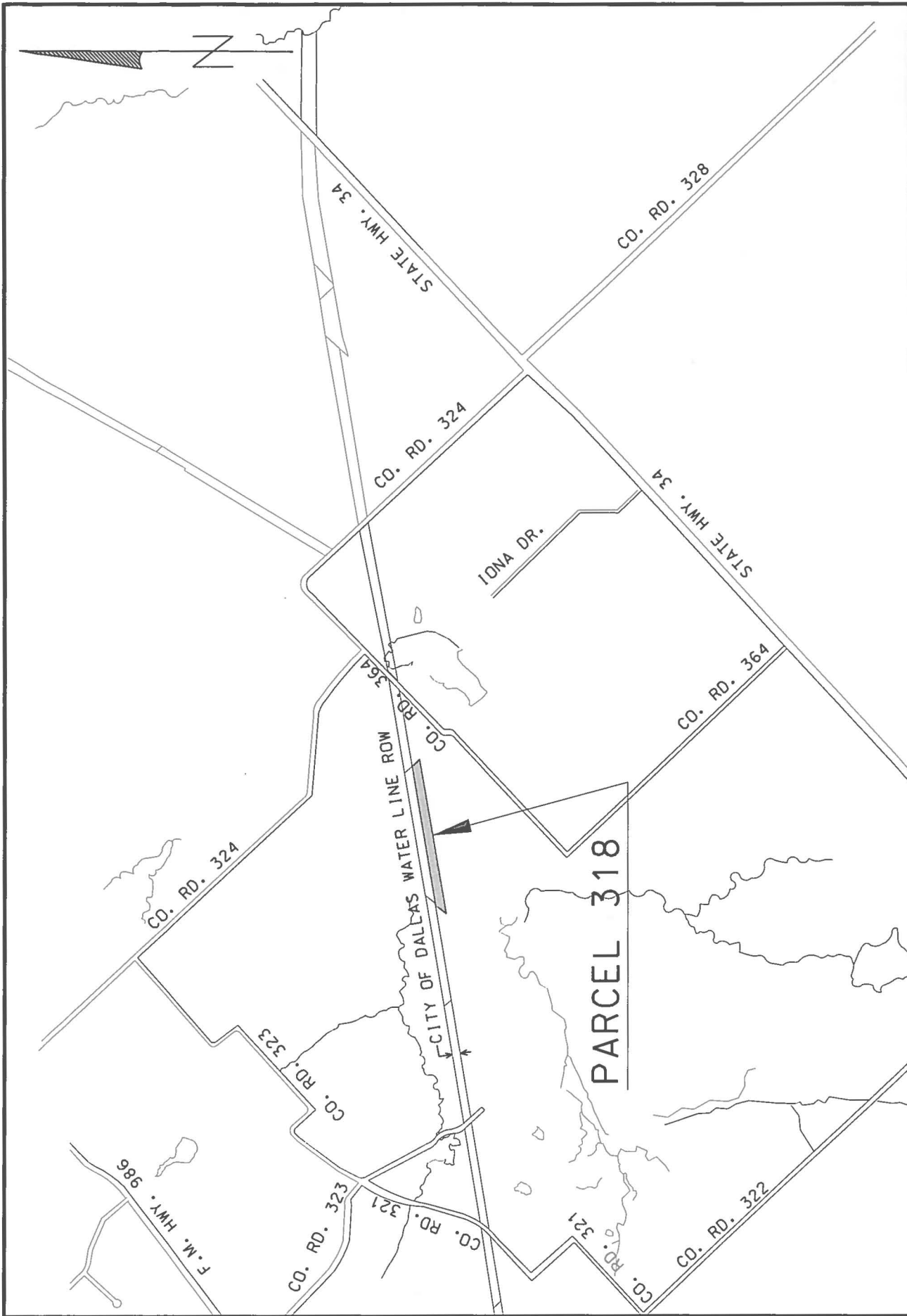
Evelyn Williams

**MAPS**

Attached



VICINITY MAP  
APPROXIMATE SCALE 1" = 2000'



Tract 2

VICINITY MAP  
APPROXIMATE SCALE 1" = 2000'

April 10, 2019

**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 612,536 square feet of land located in Kaufman 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": Lake Tawakoni 144-inch Transmission Pipeline

"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 here provided.

"PROPERTY INTEREST": Fee Simple, subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

"OWNER": Wayne Williams and Evelyn Williams, 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": \$318,116.00

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

"AUTHORIZED AMOUNT": Not to exceed \$321,116.00

**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.

**SECTION 2.** That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

April 10, 2019

**SECTION 3.** That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

**SECTION 4.** That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

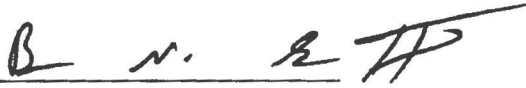
**SECTION 5.** That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

**SECTION 6.** That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Construction Fund, Fund 0102, Department DWU, Unit CW20, Activity RWPT, Program 704041, Object 4210, Encumbrance/Contract No. CX-DWU-2019-00008805. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

**SECTION 7.** That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 8.** That this 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



**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 316, Parts 1 & 2**

Tract 1

## Part 1

BEING a 2.521 acre tract of land in the Thomas Hunt Survey, Abstract No. 201, in Kaufman County, Texas, and being part of a called 133.13 acre tract of land described in Warranty Deed with Vendor's Lien to Wayne Williams and wife, Evelyn Williams, dated July 6, 1990, as recorded in Volume 995, Page 674, of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set in the northeast line of said Williams tract and the southwest line of a tract of land described as "Second Tract" in Gift Deed to Larry Douglas Lane and wife, Teri Lianne Lane, dated December 30, 1994, as recorded in Volume 1154, Page 316, D.R.K.C.T., and in Gift Deed dated December 16, 1996, as recorded in Volume 1238, Page 318, D.R.K.C.T., and at the southeast corner of a City of Dallas Water Line Right-of-Way (a variable width Right-of-Way at this point) as recorded in Volume 443, Page 343, D.R.K.C.T., and the southwest corner of a City of Dallas Water Line Right-of-Way (130' Right-of-Way at this point) as recorded in Volume 439, Page 253, D.R.K.C.T., and in the approximate center of Kaufman County Road No. 324 (variable width Right-of-Way by "use & occupation");

THENCE South 45 degrees 07 minutes 06 seconds East, departing the southwest line of said City of Dallas Water Line Right-of-Way and with the northeast line of said Williams tract and the southwest line of said "Second Tract" and with the approximate center of said County Road No. 324, a distance of 154.17 feet to a 1/2-inch iron rod with cap set;

THENCE South 77 degrees 23 minutes 59 seconds West, departing the northeast line of said Williams tract and the southwest line of said "Second Tract" and the approximate center of County Road No. 324, a distance of 939.61 feet to a 1/2-inch iron rod with cap set in the southeast line of a called 5.656 acre tract of land described as "Tract 2" in Deed without Warranty to Doyle Anderton, recorded on October 1, 2009, as recorded in Volume 3658, Page 77, of the Official Public Records of Kaufman County, Texas (O.P.R.K.C.T.);

THENCE North 26 degrees 47 minutes 33 seconds East, with the southeast line of said "Tract 2", a distance of 168.22 feet to a found broken concrete monument at the northeast corner of said "Tract 2" and the southeast corner of a City of Dallas Water Line Right-of-Way (140' Right-of-Way at this point) as recorded in Volume 437, Page 326, D.R.K.C.T.;

THENCE North 77 degrees 23 minutes 59 seconds East, with the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 749.98 feet to the POINT OF BEGINNING and containing 109,824 square feet or 2.521 acres of land, more or less.

FIELD NOTES APPROVED:



**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 316, Parts 1 & 2**

**Tract 1****Part 2**

BEING a 4.937 acre tract of land in the Thomas Hunt Survey, Abstract No. 201, in Kaufman County, Texas, and being part of a called 133.13 acre tract of land described in Warranty Deed with Vendor's Lien to Wayne Williams and wife, Evelyn Williams, dated July 6, 1990, as recorded in Volume 995, Page 674, of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set in the northwest line of said Williams tract and the northeast corner of a called 7.476 acre tract of land described as "Tract II" in Warranty Deed with Vendor's Lien to Dennis Ray Hightower and wife, Mary Elizabeth Hightower, dated October 12, 1995, as recorded in Volume 1187, Page 399, D.R.K.C.T., and at the southeast corner of a City of Dallas Water Line Right-of-Way (130' Right-of-Way at this point) as recorded in Volume 437, Page 264, D.R.K.C.T., and the southwest corner of a City of Dallas Water Line Right-of-Way (a variable width Right-of-Way at this point) as recorded in Volume 443, Page 343, D.R.K.C.T. and in the approximate center of Kaufman County Road No. 364 (variable width Right-of-Way by "use & occupation");

THENCE North 77 degrees 23 minutes 59 seconds East, departing the northwest line of said Williams tract and the northeast line of said "Tract II" and with the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,611.43 feet to a 1/2-inch iron rod with cap set at the northwest corner of a called 5.656 acre tract of land described as "Tract 2" in Deed without Warranty to Doyle Anderton, dated October 1, 2009, as recorded in Volume 3658, Page 77, of the Official Public Records of Kaufman County, Texas (O.P.R.K.C.T.), and the southwest corner of a City of Dallas Water Line Right-of-Way (140' Right-of-Way at this point) as recorded in Volume 437, Page 326, D.R.K.C.T.;

THENCE South 26 degrees 47 minutes 33 seconds West, departing the southeast line of said City of Dallas Water Line Right-of-Way and with the northwest line of said "Tract 2", a distance of 168.22 feet to a 1/2-inch iron rod with cap set;

THENCE South 77 degrees 23 minutes 59 seconds West, departing the northwest line of said "Tract 2", a distance of 1,696.91 feet to a 1/2-inch iron rod with cap set in the northwest line of said Williams tract and the southeast line of said "Tract II" and the approximate center of said County Road No. 364;

THENCE North 43 degrees 19 minutes 54 seconds East, with the northwest line of said Williams tract and the southeast line of said "Tract II" and the approximate center of said County Road No. 364, a distance of 232.07 feet to the POINT OF BEGINNING and containing 215,042 square feet or 4.937 acres of land, more or less.


**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 316, Parts 1 & 2**

**Tract 1**

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

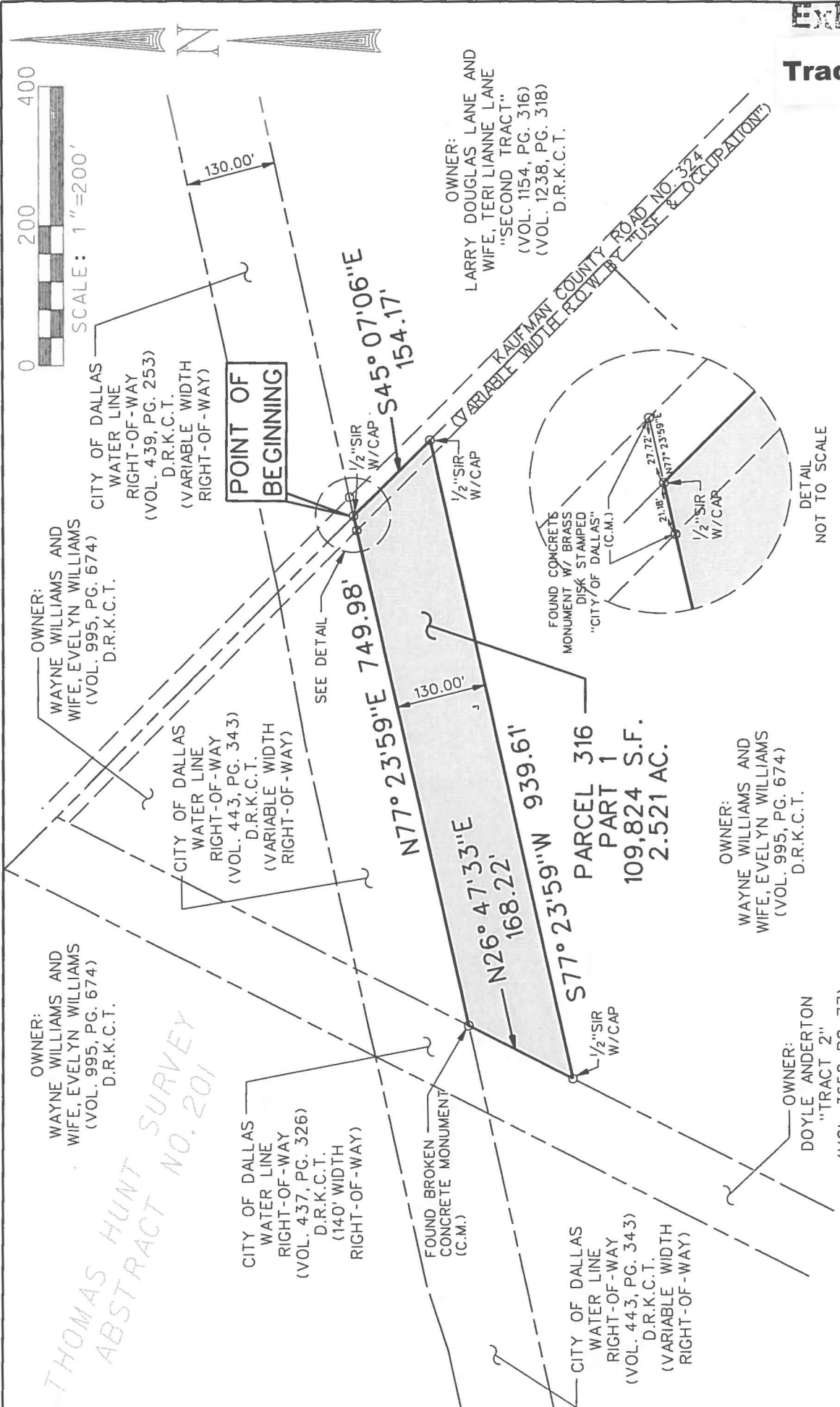
A plat of even survey date herewith accompanies this legal description.

Company Name: DAL-TECH Engineering, Inc.  
TBPLS Firm No. 10123500

By:  Date: 12-14-13

Surveyor's Name: Patrick J. Baldasaro  
Registered Professional Land Surveyor  
Texas No. 5504





# Exhibit A Tract 1

EXHIBIT  
OF A

RIGHT-OF-WAY ACQUISITION

SITUATED IN THE  
THOMAS HUNT SURVEY, ABSTRACT NO. 201  
KAUFMAN COUNTY, TEXAS

FOR THE  
CITY OF DALLAS

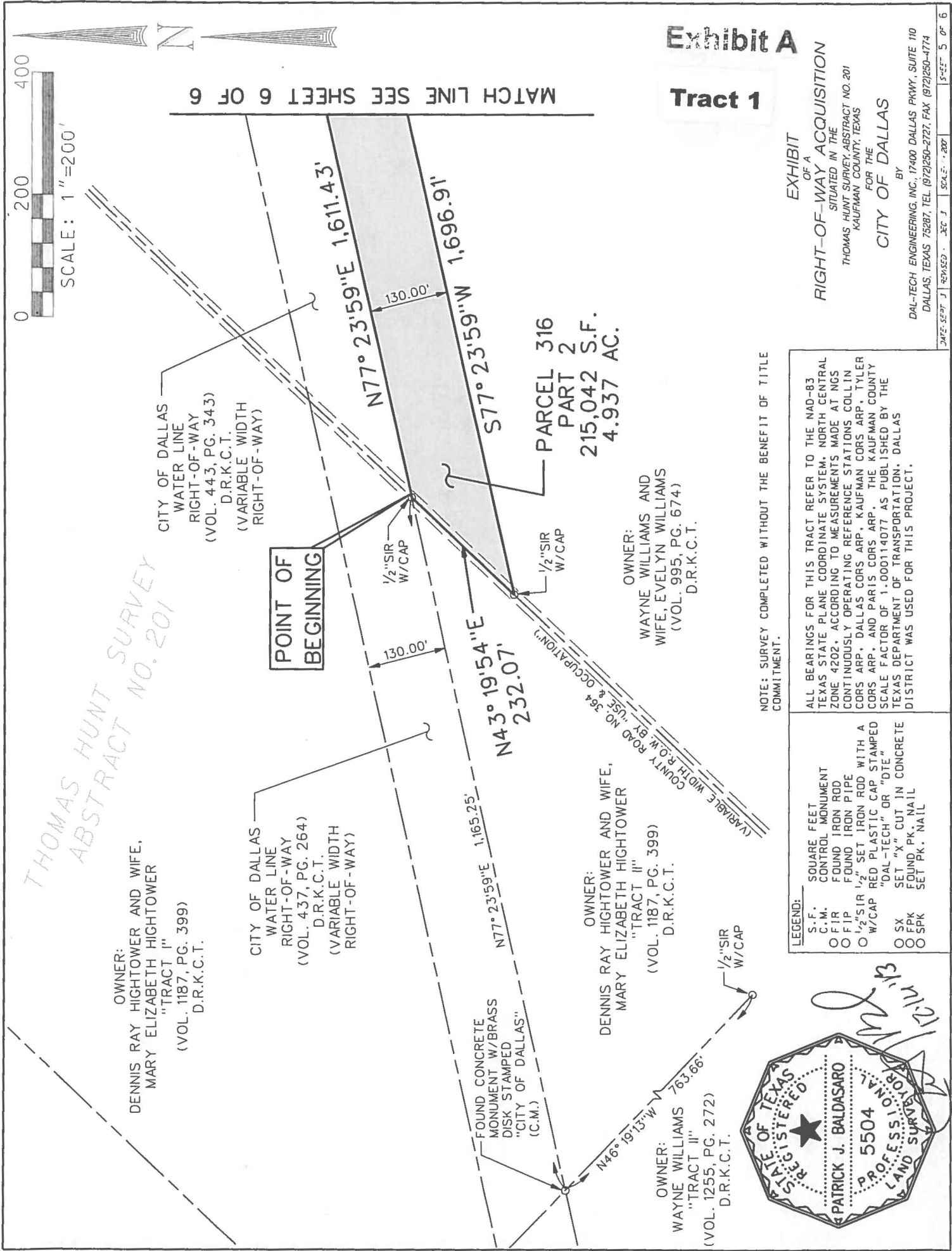
BY  
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY., SUITE 110  
DALLAS, TEXAS 75287, TEL. (972)250-2727, FAX (972)250-4774

NOTE: SURVEY COMPLETED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN COUNTY, TEXAS. DALLAS COUNTY, TEXAS. KAUFMAN COUNTY, TEXAS. AND PARIS COUNTY, TEXAS. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

- LEGEND:
- S.F. SQUARE FEET
  - C.M. CONTROL MONUMENT
  - O.F. FOUND IRON ROD
  - O.F. FOUND IRON PIPE
  - 1/2" SIR 1/2" SET IRON ROD WITH A RED PLASTIC CAP STAMPED "DAL-TECH" OR "DTE"
  - W/CAP SET "X" CUT IN CONCRETE
  - SPK FOUND PK. NAIL
  - SPK SET PK. NAIL





**Exhibit A**  
**Tract 1**

**EXHIBIT**  
OF A  
**RIGHT-OF-WAY ACQUISITION**  
SITUATED IN THE  
THOMAS HUNT SURVEY, ABSTRACT NO. 201  
KAUFMAN COUNTY, TEXAS  
FOR THE  
**CITY OF DALLAS**  
BY  
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY, SUITE 110  
DALLAS, TEXAS 75287, TEL (972)250-2727, FAX (972)250-4774

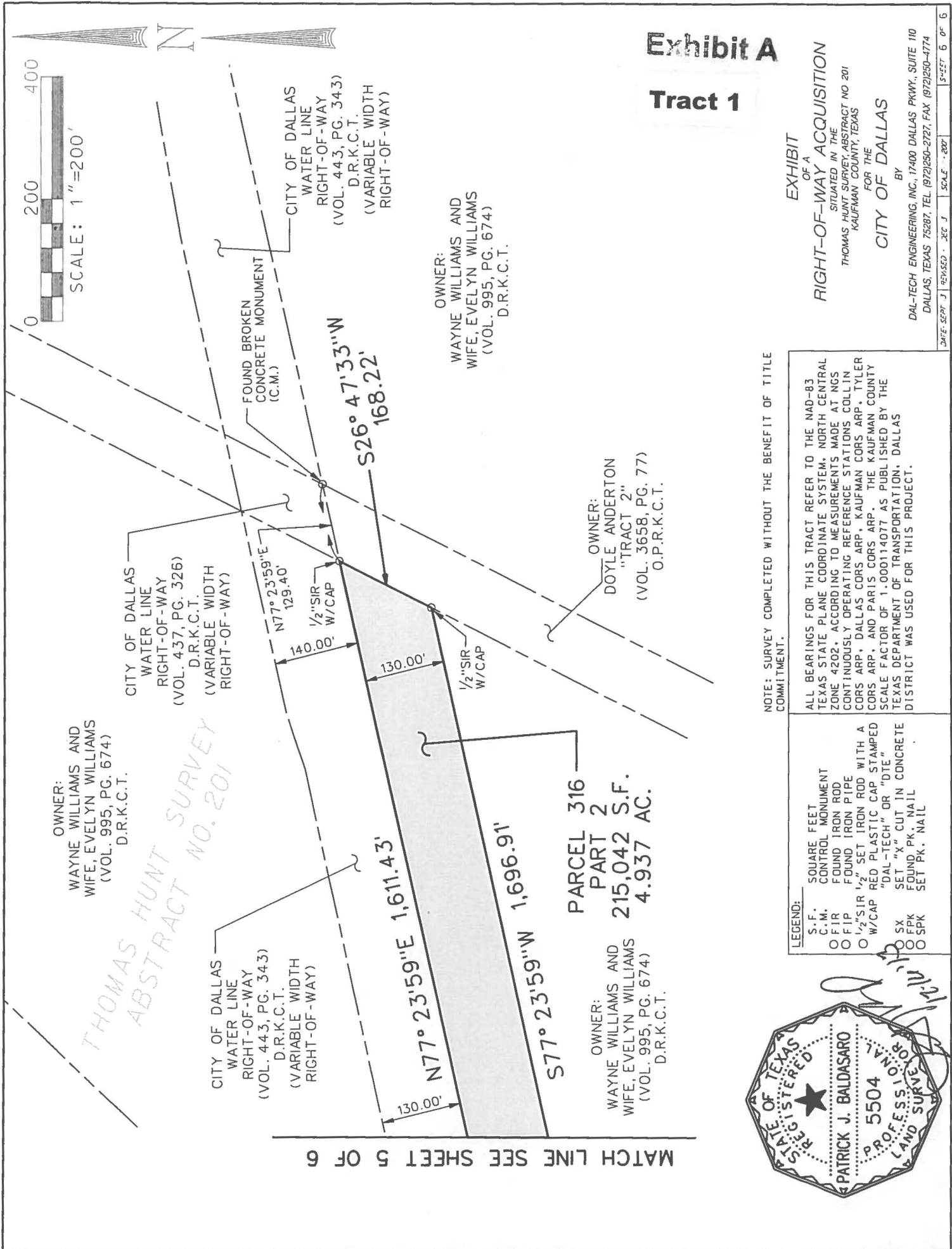
NOTE: SURVEY COMPLETED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN COUNTY, TEXAS. THE SURVEY WAS CONDUCTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

LEGEND:	SQUARE FEET
S.F.	CONTROL MONUMENT
C.M.	FOUND IRON ROD
O FIP	FOUND IRON PIPE
O 1/2" SIR	SET IRON ROD WITH A
O W/CAP	RED PLASTIC CAP STAMPED
O SX	"DAL-TECH" OR "DTE"
O FPK	FOUND PK. NAIL
O SPK	SET PK. NAIL







# Exhibit A

## Tract 1

**EXHIBIT**  
OF A  
**RIGHT-OF-WAY ACQUISITION**  
SITUATED IN THE  
THOMAS HUNT SURVEY, ABSTRACT NO 201  
KAUFMAN COUNTY, TEXAS  
FOR THE  
**CITY OF DALLAS**  
BY  
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY., SUITE 110  
DALLAS, TEXAS 75287, TEL (972)250-2727, FAX (972)250-4774

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**

**Tract 2**

**Parcel: 318**

BEING a 6.604 acre tract of land in the E. Turner Survey, Abstract No. 529, in Kaufman County, Texas, and being part of a called 84.189 acre tract of land described as "Tract II" in Warranty Deed to Wayne Williams, dated May 9, 1997, as recorded in Volume 1255, Page 272, of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a concrete monument with brass disk stamped "City of Dallas" found at the northwest corner of said Williams "Tract II" and the northeast corner of a called 63.625 acre tract of land described as "Tract 2" in Warranty Deed with Vendor's Lien to Scott A. Ervin and Brooke A. Ervin, dated December 5, 2003, as recorded in Volume 2330, Page 407, D.R.K.C.T., and the southeast corner of a City of Dallas Water Line Right-of-Way (a variable width Right-of-Way at this point) as recorded in Volume 10, Page 467, Cause No. 5786, of the Civil Court Records of Kaufman County, Texas, and the southwest corner of a City of Dallas Water Line Right-of-Way (a variable width Right-of-Way at this point) as recorded and Volume 441, Page 301, D.R.K.C.T.;

THENCE North 77 degrees 23 minutes 59 seconds East, departing the northeast line of said Ervin "Tract 2" and the northwest line of said Williams "Tract II" and with the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 2,100.10 feet to a concrete monument with brass disk stamped "City of Dallas" found at the northeast corner of said Williams "Tract II" and at the west corner of a called 7.476 acre tract of land described as "Tract II" in Warranty Deed with Vendor's Lien to Dennis Ray Hightower and wife, Mary Elizabeth Hightower, dated October 12, 1995, as recorded in Volume 1187, Page 399, D.R.K.C.T., and the southeast corner of said City of Dallas Water Line Right-of-Way and the southwest corner of a City of Dallas Water Line Right-of-Way as recorded in Volume 437, Page 264, D.R.K.C.T.;

THENCE South 46 degrees 19 minutes 13 seconds East, with the northeast line of said Williams "Tract II" and the southwest line of said Hightower "Tract II", a distance of 156.30 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 77 degrees 23 minutes 59 seconds West, departing the northeast line of said Williams "Tract 2" and the southwest line of said Hightower "Tract II", a distance of 2,325.59 feet to a 1/2-inch iron rod with cap set in the northwest line of said Williams "Tract II" and the northeast line of said northeast line of said Ervin "Tract 2";

THENCE North 34 degrees 15 minutes 33 seconds East, with the northwest line of said Williams "Tract II" and the northeast line of said northeast line of said Ervin "Tract 2", a distance of 190.12 feet to the POINT OF BEGINNING and containing 287,670 square feet or 6.604 acres of land, more or less.

FIELD NOTES APPROVED:

*Doc 12/24/13*



**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 318**

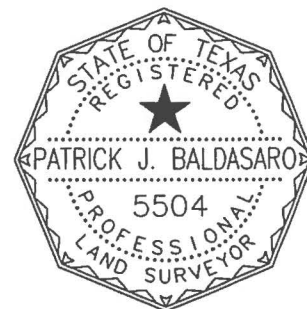
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

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

Company Name: DAL-TECH Engineering, Inc.  
TBPLS Firm No. 10123500

By:  Date: 12-14-13

Surveyor's Name: Patrick J. Baldasaro  
Registered Professional Land Surveyor  
Texas No. 5504



MATCH LINE SEE SHEET 4 OF 4



**EXHIBIT**  
OF A  
**RIGHT-OF-WAY ACQUISITION**  
SITUATED IN THE  
E. TURNER SURVEY, ABSTRACT NO. 529  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS  
BY

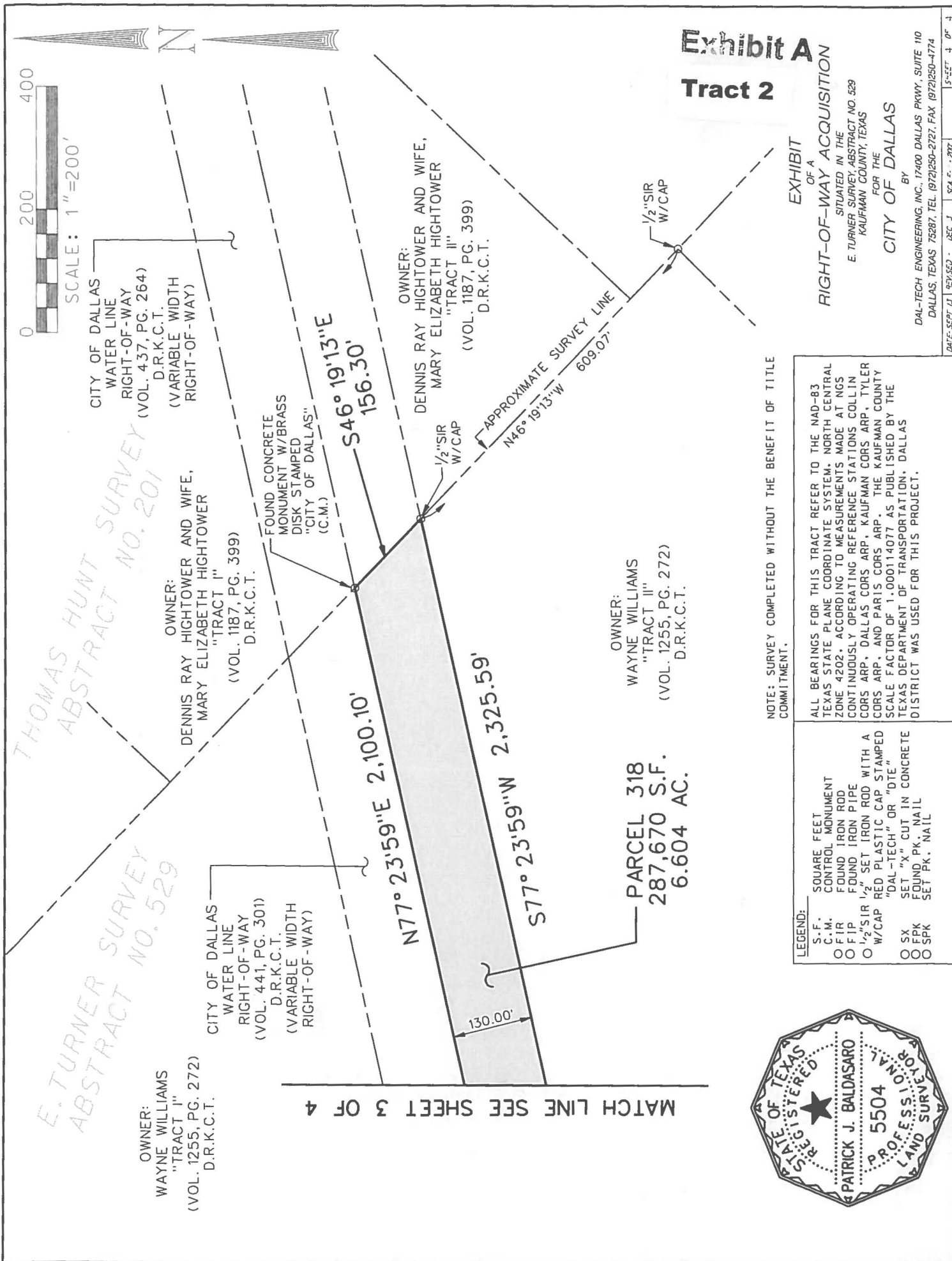
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**LEGEND:**

S.F.	SQUARE FEET
C.M.	CONTROL MONUMENT
OFIR	FOUND IRON ROD
OFIP	FOUND IRON PIPE
1/2" SIR	1/2" SET IRON ROD WITH A
W/CAP	RED PLASTIC CAP STAMPED
	"DAL-TECH" OR "DTE"
OX	SET "X" CUT IN CONCRETE
FPK	FOUND PK. NAIL
SPK	SET PK. NAIL







# 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  
KAUFMAN                   §

That Wayne Williams and Evelyn Williams, a married couple (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 THREE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$318,116.00) 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:** This conveyance is made and accepted subject to the reservations provided in Exhibit B which is attached hereto and incorporated herein for all purposes.

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 \_\_\_\_\_, \_\_\_\_\_.

**APPROVED AS TO FORM:**

CHRISTOPHER J. CASO, Interim City Attorney

\_\_\_\_\_  
Wayne Williams

By: 

Assistant City Attorney

\_\_\_\_\_  
Evelyn Williams

\* \* \* \* \*

STATE OF TEXAS       '  
COUNTY OF KAUFMAN   '

This instrument was acknowledged before me on \_\_\_\_\_  
by Wayne Williams.

\_\_\_\_\_  
Notary Public, State of TEXAS

\* \* \* \* \*

STATE OF TEXAS       '  
COUNTY OF KAUFMAN   '

This instrument was acknowledged before me on \_\_\_\_\_  
by Evelyn Williams.

\_\_\_\_\_  
Notary Public, State of TEXAS

\* \* \* \* \*

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: Christian Roman

Warranty Deed Log No. 40512

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 316, Parts 1 & 2**

Tract 1

## Part 1

BEING a 2.521 acre tract of land in the Thomas Hunt Survey, Abstract No. 201, in Kaufman County, Texas, and being part of a called 133.13 acre tract of land described in Warranty Deed with Vendor's Lien to Wayne Williams and wife, Evelyn Williams, dated July 6, 1990, as recorded in Volume 995, Page 674, of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

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THENCE South 45 degrees 07 minutes 06 seconds East, departing the southwest line of said City of Dallas Water Line Right-of-Way and with the northeast line of said Williams tract and the southwest line of said "Second Tract" and with the approximate center of said County Road No. 324, a distance of 154.17 feet to a 1/2-inch iron rod with cap set;

THENCE South 77 degrees 23 minutes 59 seconds West, departing the northeast line of said Williams tract and the southwest line of said "Second Tract" and the approximate center of County Road No. 324, a distance of 939.61 feet to a 1/2-inch iron rod with cap set in the southeast line of a called 5.656 acre tract of land described as "Tract 2" in Deed without Warranty to Doyle Anderton, recorded on October 1, 2009, as recorded in Volume 3658, Page 77, of the Official Public Records of Kaufman County, Texas (O.P.R.K.C.T.);

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THENCE North 77 degrees 23 minutes 59 seconds East, with the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 749.98 feet to the POINT OF BEGINNING and containing 109,824 square feet or 2.521 acres of land, more or less.

FIELD NOTES APPROVED:



**FIELD NOTES  
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION  
OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER  
TRANSMISSION MAIN  
KAUFMAN COUNTY, TEXAS  
Parcel: 316, Parts 1 & 2**

**Tract 1**

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**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 316, Parts 1 & 2**

**Tract 1**

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

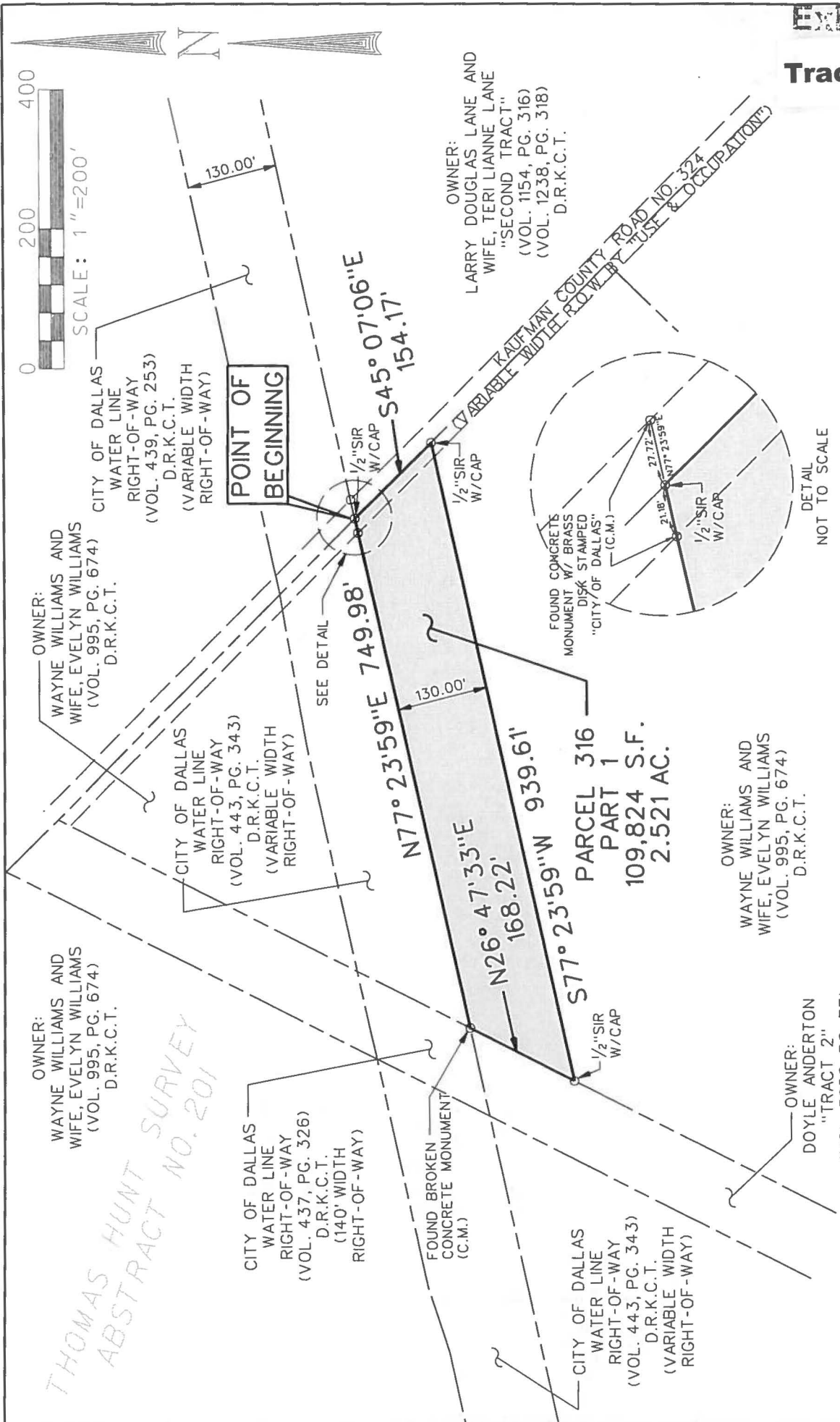
Company Name: DAL-TECH Engineering, Inc.  
TBPLS Firm No. 10123500

By:  Date: 12-14-13

Surveyor's Name: Patrick J. Baldasaro  
Registered Professional Land Surveyor  
Texas No. 5504







# Exhibit A Tract 1

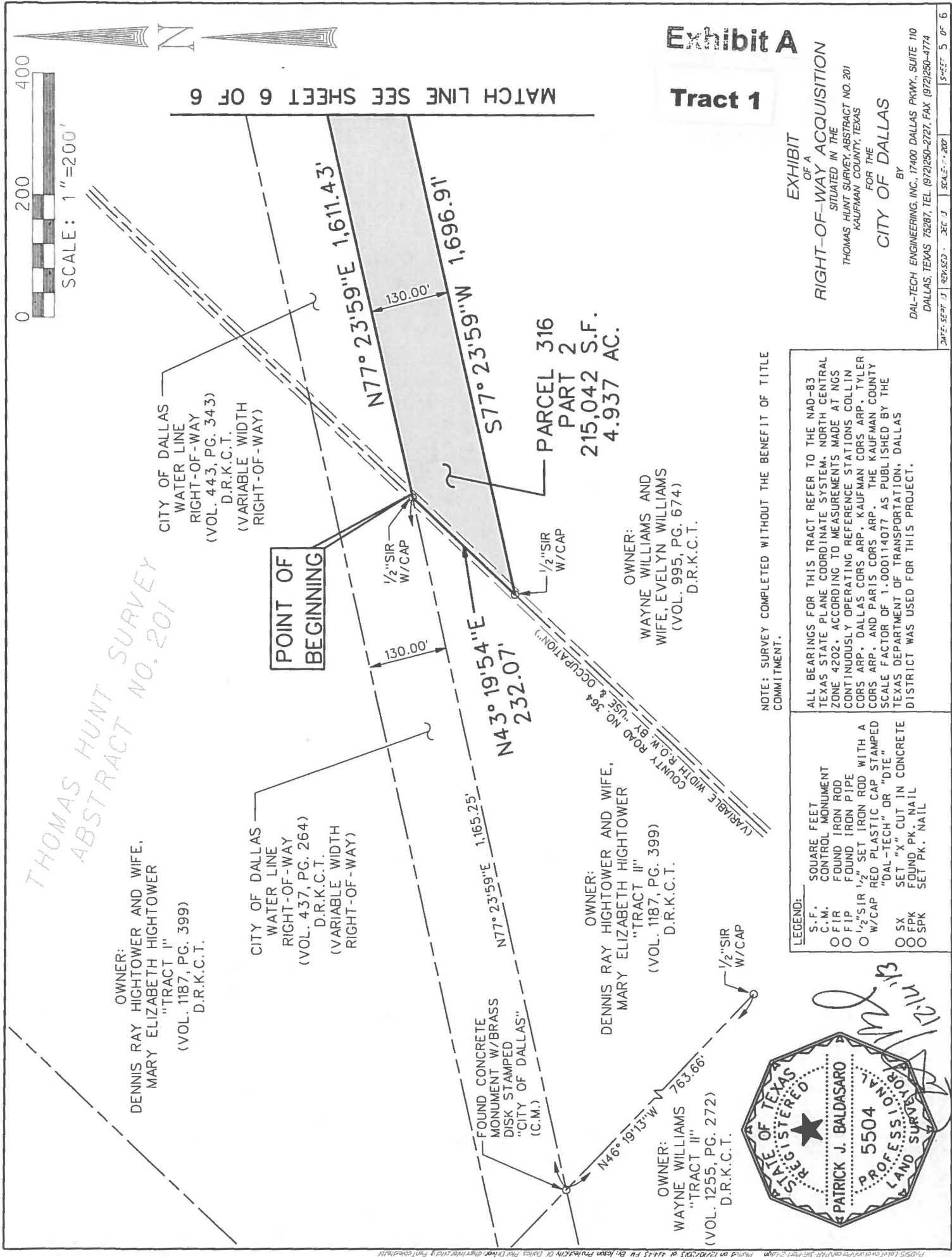
EXHIBIT  
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LEGEND:	SQUARE FEET
S.F.	CONTROL MONUMENT
C.M.	FOUND IRON PIPE
O FIP	FOUND IRON PIPE
O 1/2" SIR	1/2" SET IRON ROD WITH A
O W/CAP	RED PLASTIC CAP STAMPED
O "DAL-TECH" OR "OTE"	"DAL-TECH" OR "OTE"
O SET "X" CUT IN CONCRETE	SET "X" CUT IN CONCRETE
O FOUND PK. NAIL	FOUND PK. NAIL
O SET PK. NAIL	SET PK. NAIL





**Exhibit A**  
**Tract 1**

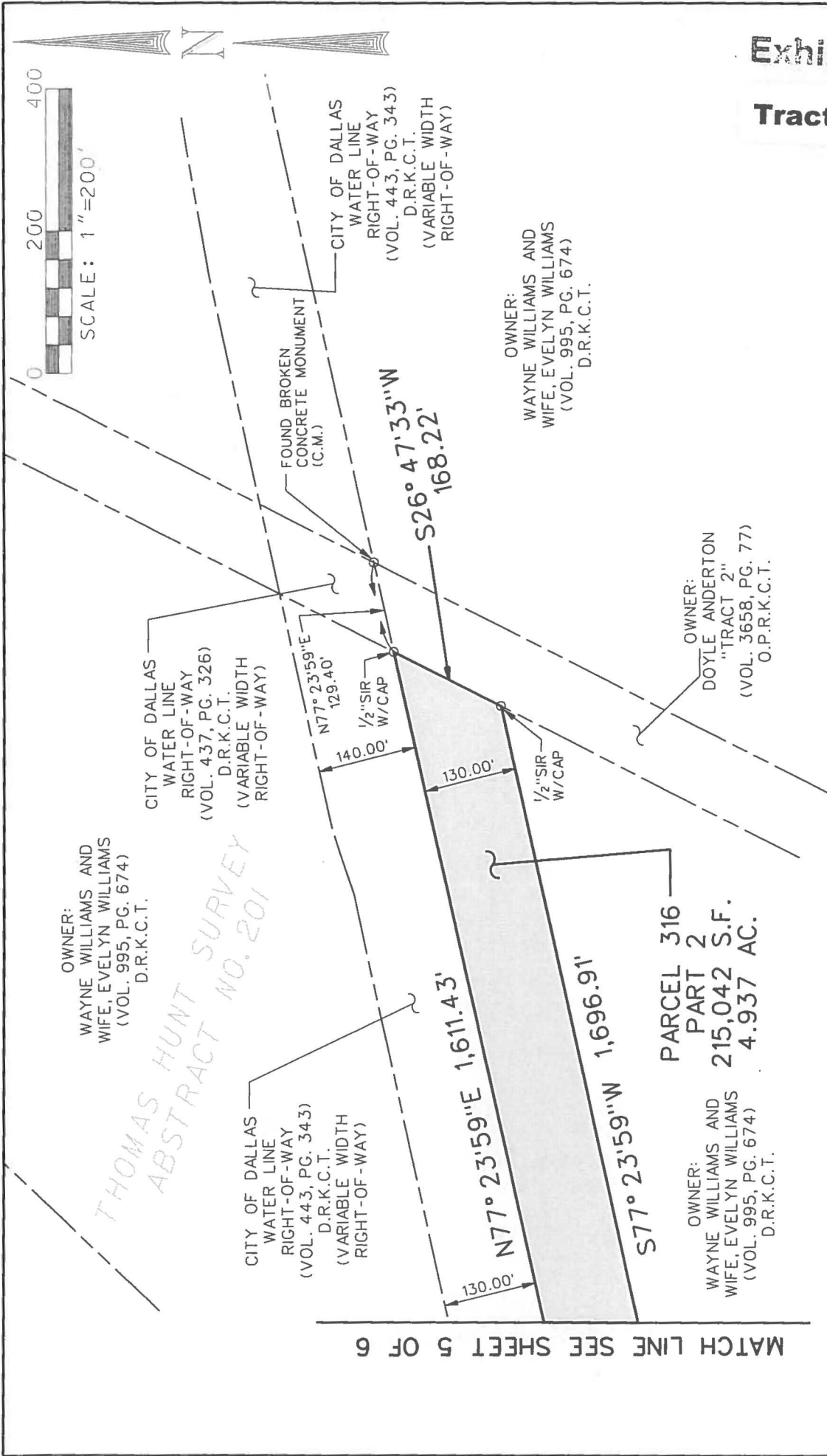
EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
THOMAS HUNT SURVEY, ABSTRACT NO. 201  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS  
BY  
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY., SUITE 110  
DALLAS, TEXAS 75287, TEL. (972)250-2727, FAX (972)250-4774

NOTE: SURVEY COMPLETED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLL IN CORP. ARP, DALLAS CORP. ARP, KAUFMAN CORP. ARP, TYLER CORP. ARP, AND PARIS CORP. ARP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

LEGEND:	S.F.	SQUARE FEET
C.M.	CONTROL MONUMENT	
O FIR	FOUND IRON ROD	
O FIP	FOUND IRON PIPE	
O 1/2" SIR	1/2" SET IRON ROD WITH A	
W/CAP	RED PLASTIC CAP STAMPED	
O SX	"DAL-TECH" OR "DTE"	
O FPK	SET "X" CUT IN CONCRETE	
O SPK	FOUND PK. NAIL	
	SET PK. NAIL	





# Exhibit A

## Tract 1

NOTE: SURVEY COMPLETED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

LEGEND:	SQUARE FEET
S.F.	CONTROL MONUMENT
C.M.	FOUND IRON ROD
O FIP	FOUND IRON PIPE
O 1/2\"SIR	SET IRON ROD WITH A
O W/CAP	RED PLASTIC CAP STAMPED
	"DAL-TECH" OR "DTE"
OX	SET "X" CUT IN CONCRETE
OPK	FOUND PK. NAIL
OSPK	SET PK. NAIL

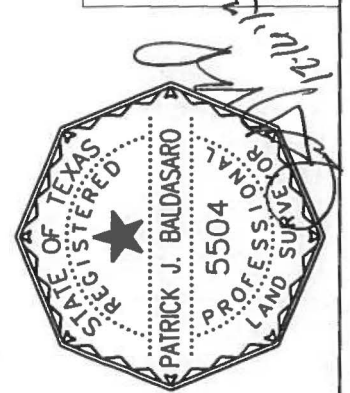


EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
THOMAS HUNT SURVEY, ABSTRACT NO 201  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY., SUITE 110  
DALLAS, TEXAS 75287, TEL (972)250-2727, FAX (972)250-4774

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 318**

**Tract 2**

BEING a 6.604 acre tract of land in the E. Turner Survey, Abstract No. 529, in Kaufman County, Texas, and being part of a called 84.189 acre tract of land described as "Tract II" in Warranty Deed to Wayne Williams, dated May 9, 1997, as recorded in Volume 1255, Page 272, of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a concrete monument with brass disk stamped "City of Dallas" found at the northwest corner of said Williams "Tract II" and the northeast corner of a called 63.625 acre tract of land described as "Tract 2" in Warranty Deed with Vendor's Lien to Scott A. Ervin and Brooke A. Ervin, dated December 5, 2003, as recorded in Volume 2330, Page 407, D.R.K.C.T., and the southeast corner of a City of Dallas Water Line Right-of-Way (a variable width Right-of-Way at this point) as recorded in Volume 10, Page 467, Cause No. 5786, of the Civil Court Records of Kaufman County, Texas, and the southwest corner of a City of Dallas Water Line Right-of-Way (a variable width Right-of-Way at this point) as recorded and Volume 441, Page 301, D.R.K.C.T.;

THENCE North 77 degrees 23 minutes 59 seconds East, departing the northeast line of said Ervin "Tract 2" and the northwest line of said Williams "Tract II" and with the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 2,100.10 feet to a concrete monument with brass disk stamped "City of Dallas" found at the northeast corner of said Williams "Tract II" and at the west corner of a called 7.476 acre tract of land described as "Tract II" in Warranty Deed with Vendor's Lien to Dennis Ray Hightower and wife, Mary Elizabeth Hightower, dated October 12, 1995, as recorded in Volume 1187, Page 399, D.R.K.C.T., and the southeast corner of said City of Dallas Water Line Right-of-Way and the southwest corner of a City of Dallas Water Line Right-of-Way as recorded in Volume 437, Page 264, D.R.K.C.T.;

THENCE South 46 degrees 19 minutes 13 seconds East, with the northeast line of said Williams "Tract II" and the southwest line of said Hightower "Tract II", a distance of 156.30 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 77 degrees 23 minutes 59 seconds West, departing the northeast line of said Williams "Tract 2" and the southwest line of said Hightower "Tract II", a distance of 2,325.59 feet to a 1/2-inch iron rod with cap set in the northwest line of said Williams "Tract II" and the northeast line of said northeast line of said Ervin "Tract 2";

THENCE North 34 degrees 15 minutes 33 seconds East, with the northwest line of said Williams "Tract II" and the northeast line of said northeast line of said Ervin "Tract 2", a distance of 190.12 feet to the POINT OF BEGINNING and containing 287,670 square feet or 6.604 acres of land, more or less.

FIELD NOTES APPROVED:



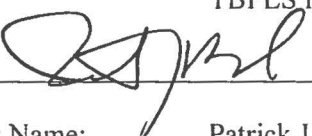
*Doc 12/24/13*

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION**  
**OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER**  
**TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 318**

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

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

Company Name: DAL-TECH Engineering, Inc.  
TBPLS Firm No. 10123500

By:  Date: 12-14-13

Surveyor's Name: Patrick J. Baldasaro  
Registered Professional Land Surveyor  
Texas No. 5504





DATE-SEP-13	REVISED - DEC 5	SCALE - 1:200	SHEET 3 OF 4
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## LEGEND:

SQUARE FEET  
CONTROL MONUMENT  
FOUND IRON ROD  
FOUND IRON PIPE  
1/2" SET IRON ROD WITH A  
RED PLASTIC CAP STAMPED  
"DAL-TECH" OR "DTE"  
SET "X" CUT IN CONCRETE  
FOUND PK. NAIL  
SET PK. NAIL

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN COUNTY CORP, DALLAS CORP ARP, KAUFMAN CORP ARP, TYLER CORP ARP, DALLAS CORP ARP, KAUFMAN CORP ARP, TYLER CORP ARP, AND PARIS CORP ARP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

EXHIBIT  
OF A

RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
E. TURNER SURVEY, ABSTRACT NO. 529  
KAUFMAN COUNTY, TEXAS

FOR THE  
CITY OF DALLAS  
BY

DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY., SUITE 110  
DALLAS, TEXAS 75287, TEL. (972)250-2727, FAX (972)250-4774

**EASEMENT -- GRAZING AND AGRICULTURAL USE**

Grantor, for Grantor and Grantor's heirs, successors and assigns ("the holder of the easement") does hereby reserve an easement over, on and across the property described in Exhibit "A" for agricultural and/or grazing purposes in connection with Grantor's use of Grantor's adjoining or abutting property and in a manner as not to endanger or interfere with the safe, efficient and/or convenient use of and activity on the property described in Exhibit "A" by City.

In no event may the holder of the easement construct or install, or cause to be constructed or installed, in the easement any permanent improvements, roads, pavement, utilities, structures, buildings, cattle tanks and/or stock ponds. Any activity by the holder of the easement involving excavation, contouring, and/or grading beyond normal agricultural tillage and installation of fence posts is strictly prohibited. Any activity by the holder of the easement causing or likely to cause excessive erosion, as determined by City, is strictly prohibited. In no event and under no circumstances may the holder of the easement operate within the easement any vehicles, equipment or machinery exceeding 15,000 lbs in weight. The holder of the easement shall not grow any trees, shrubs, vines or other excessive undergrowth that would prevent or unreasonably impair aerial inspection of the property by City.

The holder of this easement may fence the boundaries of the easement (but no cross fencing) to control livestock and wildlife; provided, however, adequate gates, cattle guards and other means of access are provided and maintained by the holder of the easement to facilitate City's full and unlimited access to, from and across the easement at all times for any and all purposes.

This easement is nonexclusive, and City reserves for City and City's successors and assigns the right to convey to others easements that do not unreasonably impair or obstruct this easement. Notwithstanding any provision of this easement reservation to the contrary, City and City's successors and assigns shall in all respects and at all times have the superior and paramount right of use, access and control of the property described in Exhibit "A" and covered by this easement, without any liability for damages to planted, growing or mature crops and/or to the turf that may be growing thereon. City and City's successors and assigns will repair any boundary fences it may cut or damage by its activities and will endeavor to exercise due care to avoid damage to or the escape of livestock that may be pastured in the easement.

The holder of the easement agrees to indemnify, defend and hold City and City's successors in interest harmless from any loss, attorney's fees, court and other costs, expenses or claims attributable to any breach or default of any provision of this easement by the holder and/or any negligent act or omission by the holder with regard to this easement. In the event the holder of the easement shall place any unpermitted structure, improvement, use or material within the easement and fails to remove same immediately upon receipt of notice from City, City shall have the right, but not the obligation, to remove such structure, improvement, use and/or material, and the holder of the easement shall reimburse City for any and all costs connected with such action immediately upon demand.

This easement shall terminate if and when the holder of the easement no longer owns or uses adjoining or abutting property for agricultural and/or grazing purposes.



## Agenda Information Sheet

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**File #:** 19-282

**Item #:** 25.

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**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

An ordinance granting a private license to GPIF 2401 CS LLC, for the use of a total of approximately 1,866 square feet of land to occupy, maintain and utilize five trees, pavers, landscaping and irrigation system, seventeen tree lights, wall uplighting, barrier wall and garage vent on portions of Cedar Springs Road and Maple Avenue rights-of-way, near its intersection - Revenue: \$4,314.00 annually and a \$700.00 one-time fee, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item grants a private license to GPIF 2401 CS LLC, for the use of a total of approximately 1,866 square feet of land to occupy, maintain and utilize five trees, pavers, landscaping and irrigation system, seventeen tree lights, wall uplighting, barrier wall and garage vent on portions of Cedar Springs Road and Maple Avenue rights-of-way, near its intersection. The use of this area will not impede pedestrian or vehicular traffic. The term of this license is 40 years.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Revenue: \$4,314.00 annually and a \$700.00 one-time fee, plus the \$20.00 ordinance publication fee

**OWNER**

**GPIF 2401 CS LLC**

GPIF 2401 CS Partners, LLC

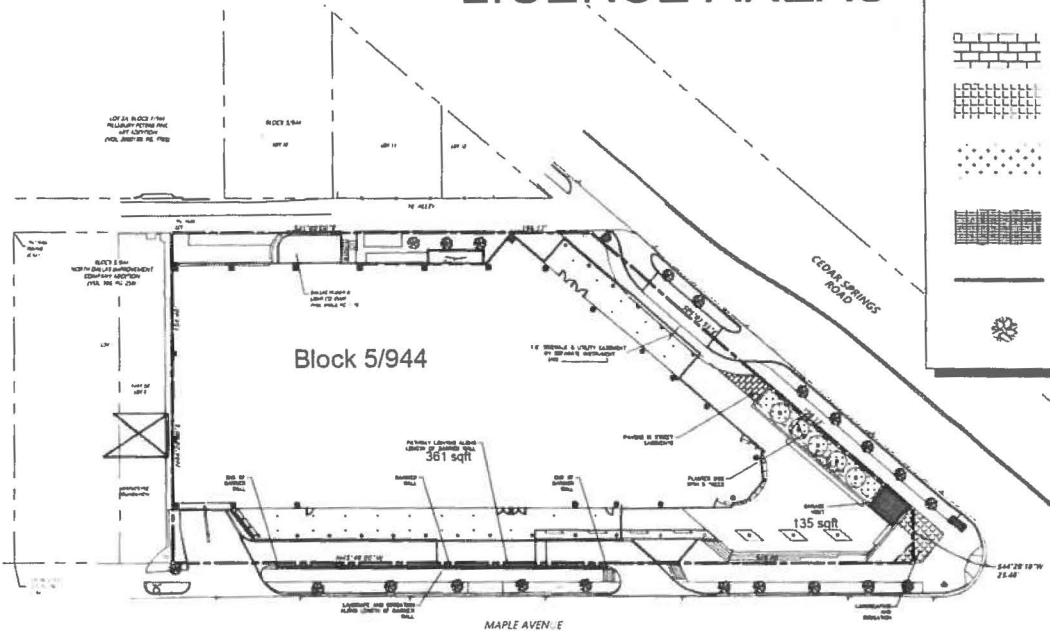
Joseph F. Pitchford

**MAP**

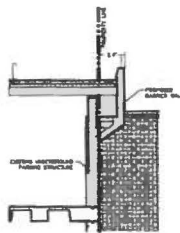
Attached



# LICENSE AREAS



LEGEND	
	PROPERTY LINE
	PAVERS INSIDE CITY STREET EASEMENT
	LANDSCAPE AND IRRIGATION AREA
	PLANTER BOX WITH 5 TREES
	GARAGE VENT 135 sqft
	BARRIER WALL 361 sqft
	TREE WITH DOWN LIGHTING 2 FIXTURES PER TREE TOTAL TREES-17 TOTAL FIXTURES- 34



## License Areas

1,866 sqft

- Five (5) trees
- Pavers
- Landscaping and Irrigation system
- Seventeen (17) tree lights
- Wall uplighting
- Barrier wall (361 sqft)
- Garage vent (135 sqft)

PROJECT DESCRIPTION:  
250' WIDE X 150' DEEP - ON CORNER OF CEDAR SPRINGS AND WOODROW WILSON  
N 45° 15' 00" E 250.00' DIST  
S 45° 15' 00" E 150.00' DIST  
E 45° 15' 00" DIST  
S 45° 15' 00" DIST

CITY PROJECT No: 311T-9730

<b>HART GAUGLER &amp; ASSOCIATES</b> Landscape & Civil Engineering Services 10000 North Central Expressway, Suite 1000 Dallas, Texas 75243 972.351.1111 www.hartgaugler.com Texas Registration # 0000000000	
<b>2401 CEDAR SPRINGS</b> LOT 1R, BLOCK 5944 NORTH & SOUTH SIDE OF CEDAR SPRINGS ROAD CITY OF DALLAS, DALLAS COUNTY, TEXAS	
<b>LICENSE AGREEMENT PLAN</b>	
Date: _____ Drawn by: _____ Checked by: _____ Project No: _____	SHEET <b>C01</b>

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

An ordinance granting a private license to GPIF 2401 CS LLC to occupy, maintain and utilize a portion of Cedar Springs Road and Maple Avenue rights-of-way located near the intersection of Cedar Springs Road and Maple Avenue adjacent to City Block 5/944 within the limits hereinafter more fully described, for the purpose of occupying, maintaining and utilizing five (5) trees, pavers, landscaping and irrigation system, seventeen (17) tree lights, wall uplighting, barrier wall and garage vent; providing for the terms and conditions of this license; providing for the annual and one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

**ooo0ooo**

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

**SECTION 1.** That a private license, hereinafter referred to as "license", subject to the restrictions and conditions of this ordinance, is hereby granted to GPIF 2401 CS LLC, a Delaware limited liability company, its successors and assigns, hereinafter referred to as "**GRANTEE**", to occupy, maintain and utilize for the purpose set out hereinbelow the tracts of land described in Exhibit A Tract 1 and 2, 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 forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

**SECTION 3.** That **GRANTEE** shall pay to the City of Dallas the sum of **FOUR THOUSAND THREE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$4,314.00)** annually for the license herein granted for the barrier wall and garage vent, said sum to become due and payable on the 2<sup>nd</sup> day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **FOUR THOUSAND THREE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$4,314.00)** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2019. In addition, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code, **GRANTEE** shall pay to the City of Dallas a one-time license fee in

the sum of **SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00)**, for the license herein granted for five (5) trees, pavers, landscaping and irrigation system, seventeen (17) tree lights and wall uplighting, said sum to be paid prior to the final passage of this ordinance and shall cover the total consideration for said purpose during the license term. Such annual and one-time fee consideration, collectively, shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

**SECTION 4.** That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: occupy, maintain, and utilize five (5) trees, pavers, landscaping and irrigation system on a portion of Cedar Springs, landscaping and irrigation system on a portion of Maple Avenue, seventeen (17) tree lights, wall uplighting, barrier wall and garage vent.

**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 by Resolution duly passed by said Governing Body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. 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, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed 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** shall adhere to the City of Dallas Complete Street Vision, regarding a minimum of six feet unobstructed sidewalk on Cedar Springs Road and Maple Avenue.
- (b) **GRANTEE** shall adhere to the construction of the work in Project Identification Number 8488 must be completed in accordance with the plans approved by Sustainable Development and Construction – Water/Wastewater Engineering.
- (c) **GRANTEE** shall provide Americans with Disabilities Act (ADA) and Texas Accessibility Standard Requirements (TDLR) and may need coordinating with Dallas Area Rapid Transit (DART).
- (d) **GRANTEE** shall provide and maintain a 6-foot minimum unobstructed sidewalk at all times.
- (e) **GRANTEE** shall comply with landscaping requirements of Planned Development 193, Part 1, as applicable.

**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 areas and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 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 fees pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 12.** That this ordinance is also designated for City purposes as Contract No. DEV-2019-00009053.



**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

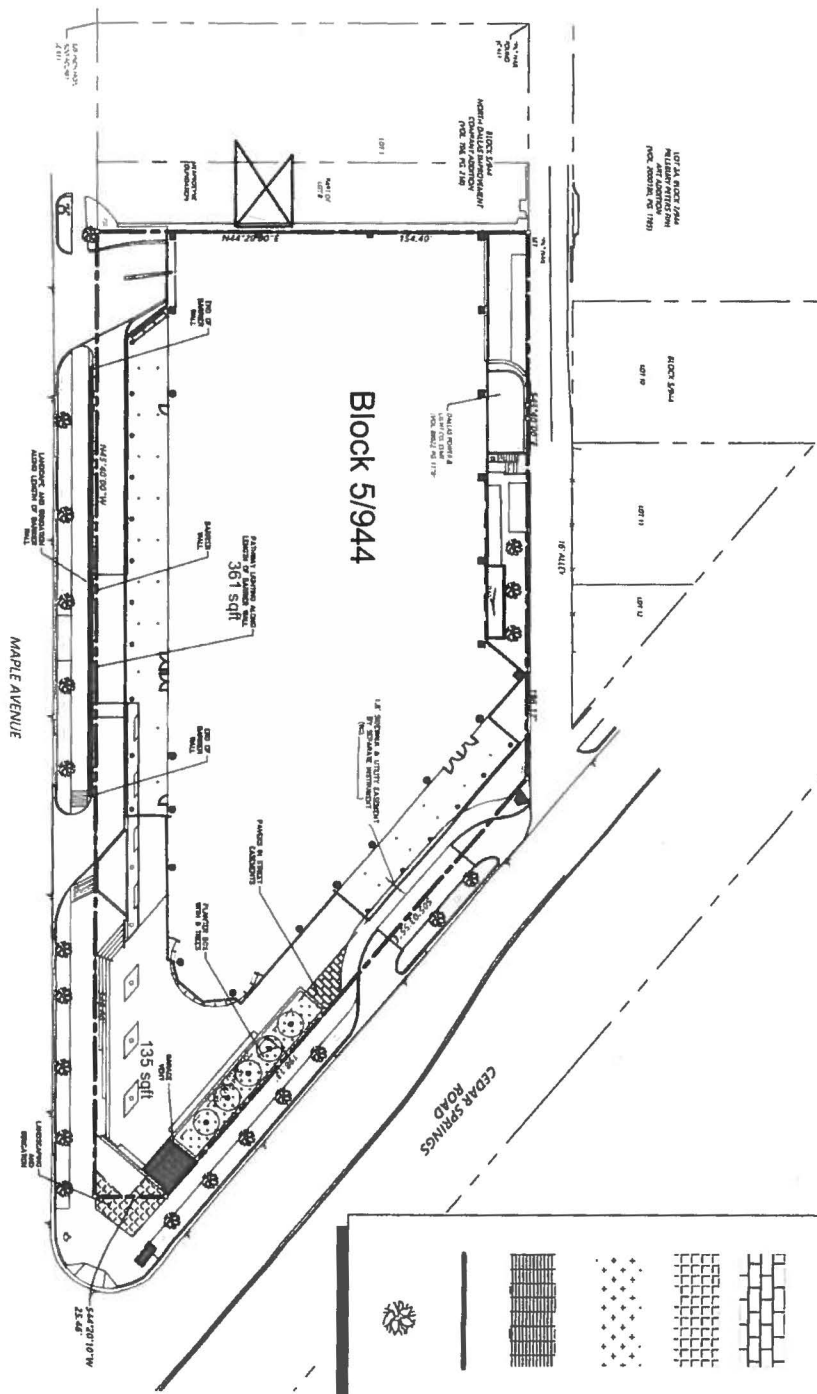
BY:

  
Assistant Director

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

EXHIBIT A

# LICENSE AREAS



- License Areas**
- 1,866 sqft**
- Five (5) trees
  - Pavers
  - Landscaping and Irrigation system
  - Seventeen (17) tree lights
  - Wall uplighting
  - Barrier wall (361 sqft)
  - Garage vent (135 sqft)

**LEGEND**

- PROPERTY LINE
- PAVERS INSIDE CITY STREET EASEMENT
- LANDSCAPE AND IRRIGATION AREA
- PLANTER BOX WITH 5 TREES
- GARAGE VENT 135 sqft
- BARRIER WALL 361 sqft
- TREE WITH DOWN LIGHTING 2 FIXTURES PER TREE TOTAL TREES-17 TOTAL FIXTURES-34

2401 CEDAR SPRINGS  
LOT 1R, BLOCK 5/944  
NORTH DALLAS IMPROVEMENT ADDITION  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

CITY PROJECT No.: 3117-9730

Scale	AS SHOWN
Designed by	HGA
Drawn by	HGA
Checked by	ASB
Date	JULY 2010
Project No.	21401R

## LICENSE AGREEMENT PLAN

2401 CEDAR SPRINGS  
LOT 1R, BLOCK 5/944  
NORTH DALLAS IMPROVEMENT ADDITION  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

**HART GAUGLER + ASSOCIATES**  
Structural + Civil Engineering Services  
12801 N. Central Expressway Suite 1400  
Dallas, Texas 75243  
972.239.5111 • 972.729.5555 fax  
www.hartgaugler.com  
Texas Registered Engineering Firm #F 50553

**LICENSE AGREEMENT  
MAPLE AVENUE  
ADJACENT TO LOT 1A, BLOCK 5/944  
REPLAT OF PART OF LOTS 1 THROUGH 4 ALL OF LOTS 5 THROUGH 7  
& PART OF LOT 8, BLOCK 5/944  
NORTH DALLAS IMPROVEMENT COMPANY ADDITION  
J. GRIGSBY SURVEY, ABSTRACT NO. 495, CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**BEING** a 361 square foot or 0.008 acres tract of land situated in the J. Grigsby Survey, Abstract No. 495, Dallas County, Texas and being within the right-of-way of Maple Avenue (a 70' right-of-way) created by the Amended Map of North Dallas Improvement Company according to the plat recorded in Volume 106, Page 258, Deed Records of Dallas County, Texas, said tract being adjacent to Lot 1A, Block 5/944 of Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Addition, an addition to the City of Dallas according to the map thereof recorded in Volume 88143, Page 2123, Deed Records of Dallas County, Texas; said 361 square foot tract being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod found at the southwest end of a right-of-way corner clip recorded in Volume 127, Page 630, Deed Records, Dallas County, Texas at the intersection of the west right-of-way line of Cedar Springs Road (a 80' right-of-way, recorded in Volume 106, Page 258, Deed Records, Dallas County, Texas and Volume 2325, Page 183, Deed Records, Dallas County, Texas) and the northeast right-of-way line of said Maple Avenue and being the south corner of said Lot 1A, City Block 5/994, Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Company Addition; said point also being South 05 degrees 03 minutes 55 seconds East, a distance of 198.13 feet and South 44 degrees 20 minutes 10 seconds West, a distance of 25.46 feet from a 1/2-inch iron rod found at the intersection of said west line of Cedar Springs Road and the southwest right-of-way line of a 16-foot alley;

**THENCE**, North 45 degrees 40 minutes 00 seconds West, along the said northeast line of Maple Avenue, a distance of 144.15 feet to the **POINT-OF-BEGINNING**;

**THENCE**, departing the said northeast line of Maple Avenue and over and across said Maple Avenue, the following courses and distances:

South 43 degrees 17 minutes 13 seconds West, a distance of 2.21 feet to a point for corner;

North 45 degrees 46 minutes 27 seconds West, a distance of 153.47 feet to a point for corner;

(For SPRG use only)	
Reviewed by:	G.S.
Date:	1-30-19
SPRG No.	4736

**LICENSE AGREEMENT  
MAPLE AVENUE  
ADJACENT TO LOT 1A, BLOCK 5/944  
REPLAT OF PART OF LOTS 1 THROUGH 4 ALL OF LOTS 5 THROUGH 7  
& PART OF LOT 8, BLOCK 5/944  
NORTH DALLAS IMPROVEMENT COMPANY ADDITION  
J. GRIGSBY SURVEY, ABSTRACT NO. 495, CITY OF DALLAS, DALLAS COUNTY, TEXAS**

(Continued)

North 44 degrees 20 minutes 00 seconds East, a distance of 2.50 feet to a point for corner in said northeast line of Maple Avenue;

**THENCE**, South 45 degrees 40 minutes 00 seconds East, along said northeast line of Maple Avenue, a distance of 153.43 feet to the **POINT-OF-BEGINNING**, containing **361 square feet or 0.008 acres of land**.

Bearing system for this survey is based on a bearing of North 05 degrees 03 minutes 55 seconds West for the west right-of-way line of Cedar Springs Road according to Lot 1A, Block 5/944, Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Company Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 88143, Page 2123 of the Deed Records of Dallas County, Texas.

An exhibit of even date accompanies this description.

Date: December 19, 2018

*R. L. Groysman*

Roman L. Groysman  
Registered Professional Land Surveyor  
Texas Registration No. 5864



(For SPRG use only)	
Reviewed by:	<u>G.S.</u>
Date:	<u>1-30-19</u>
SPRG No.	<u>4736</u>





Line Table		
Line #	Length	Direction
L1	2.21	S43°17'13"W
L2	153.47	N45°46'27"W
L3	2.50	N44°20'00"E
L4	153.43	S45°40'00"E

1. Bearing system for this survey is based on a bearing of North 05 degrees, 03 minutes, 55 seconds West for the west right-of-way line of Cedar Springs Road according to Lot 1A, Block 5/944, Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Company Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 88143, Page 2123 of the Deed Records of Dallas County, Texas.

12/19/18

DATE: 12/19/18

0015544



**LICENSE AGREEMENT  
CEDAR SPRINGS ROAD  
REPLAT OF PART OF LOTS 1 THROUGH 4 ALL OF LOTS 5 THROUGH 7  
& PART OF LOT 8, BLOCK 5/944, NORTH DALLAS IMPROVEMENT COMPANY  
LOT 1A, BLOCK 5/944  
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**BEING**, an 135 square foot or 0.003 acre tract of land situated in the John Grigsby Survey, Abstract No. 495 and being a part of a 10-foot Street Easement in Lot 1A, Block 5/944, Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Company, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 88143, Page 2123, Deed Records of Dallas County, Texas, and being a part of a tract of land described in a Special Warranty Deed to GPIF 2401 CS LLC, recorded in Instrument No. 201700360821, of the Official Public Records of Dallas County, Texas; said 135 square foot tract being more particularly described as follows:

**COMMENCING**, at a 1/2" iron rod found at the east end of a right-of-way corner clip recorded in Volume 127, Page 630, Deed Records, Dallas County, Texas, at the intersection of the west right-of-way line of Cedar Springs Road (an 80' right-of-way, recorded in Volume 106, Page 258, Deed Records, Dallas County, Texas and Volume 2325, Page 183, Deed Records, Dallas County, Texas) and the northeast right-of-way line of Maple Avenue (a 70' right-of-way, recorded in Volume 106, Page 258, Deed Records, Dallas County, Texas), and being the southeast corner of said Lot 1A, Block 5/994; said point also being South 05 degrees 03 minutes 55 seconds East, a distance of 198.13 feet from a 1/2" iron rod found at the intersection of the said west line of Cedar Springs Road and the southwest right-of-way line of a 16' alley and being the northeast corner of said Lot 1A, Block 5/944;

**THENCE**, South 44 degrees 20 minutes 10 seconds West, along said along said right-of-way corner clip, a distance of 13.17 feet to a point at southwest corner of a 10-foot wide Street Easement as shown on the said Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Company addition; said point also being North 44 degrees 20 minutes 10 seconds East, a distance of 12.29 feet from a 1/2" iron rod found at the west end of said right-of-way corner clip;

**THENCE**, North 05 degrees 03 minutes 55 seconds West, departing said right-of-way corner clip and along the west line of said Street Easement, a distance of 10.39 feet to a point for corner at the **POINT-OF-BEGINNING** of the herein described tract;

(For SPRG use only)	
Reviewed by:	G.S.
Date:	1-30-19
SPRG No.	4737

**LICENSE AGREEMENT  
CEDAR SPRINGS ROAD  
REPLAT OF PART OF LOTS 1 THROUGH 4 ALL OF LOTS 5 THROUGH 7  
& PART OF LOT 8, BLOCK 5/944, NORTH DALLAS IMPROVEMENT COMPANY  
LOT 1A, BLOCK 5/944  
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

(Continued)

**THENCE**, North 05 degrees 03 minutes 55 seconds West, continuing along the west line of said Street Easement, a distance of 15.00 feet to a point for corner;

**THENCE**, North 84 degrees 56 minutes 05 seconds East, departing the west line of said Street Easement, a distance of 9.00 feet to a point for corner;

**THENCE**, South 05 degrees 03 minutes 55 seconds East, a distance of 15.00 feet to a point for corner;

**THENCE**, South 84 degrees 56 minutes 05 seconds West, a distance of 9.00 feet to the POINT OF BEGINNING;

**CONTAINING**, 135 square feet or 0.003 acres of land, more or less.

Bearing system for this survey is based on a bearing of South 05 degrees 03 minutes 55 seconds East for the west right-of-way line of Cedar Springs Road according to Lot 1A, Block 5/944, Replat of part of Lots 1-4, all of Lots 5-7 and part of Lot 8, Block 5/944, North Dallas Improvement Company Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 88143, Page 2123 of the Deed Records of Dallas County, Texas.

An exhibit of even date accompanies this description.

Date: December 19, 2018

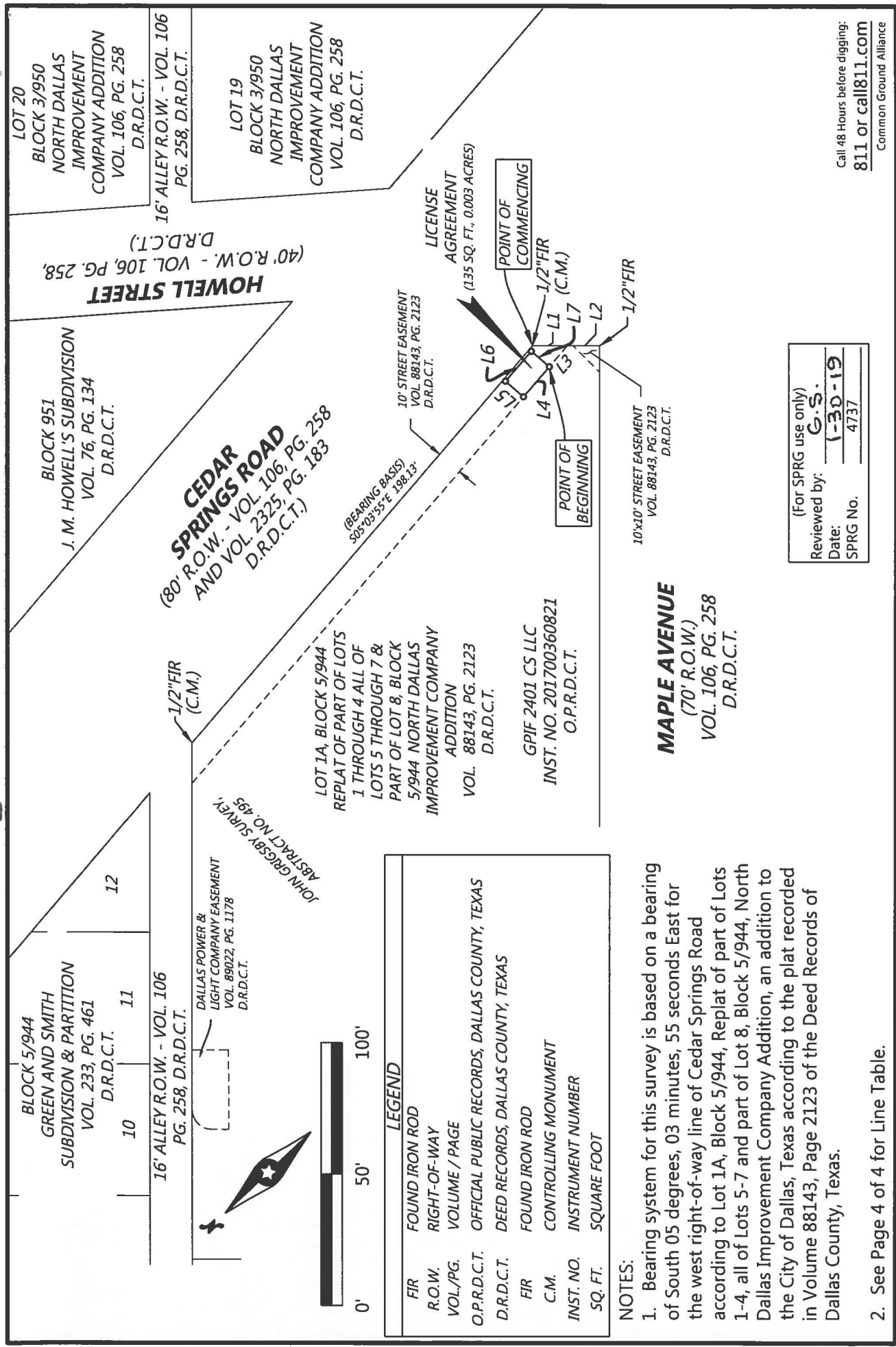
*R. Groysman*

Roman L. Groysman  
Registered Professional Land Surveyor  
Texas Registration No. 5864



(For SPRG use only)	
Reviewed by:	<u>G.S.</u>
Date:	<u>1-30-19</u>
SPRG No.	<u>4737</u>

N:\0015544\00\DWG\SURVEY\EXHIBITS\0015544 LICENSE AGREEMENT (GARAGE VENT).DWG



**Westwood**

Phone (214) 473-4640  
Toll Free (888) 937-5150

2740 Dallas Parkway, Suite 280  
Plano, TX 75093  
westwoodga.com

Westwood Professional Services, Inc.  
TBPE Firm Reg. No. 11756  
TBPLS Firm Reg. No. 10074301

**LICENSE AGREEMENT**

CEDAR SPRINGS ROAD

REPLAT OF PART OF LOTS 1 THROUGH 4 ALL OF LOTS 5 THROUGH 7 & PART OF LOT 8, BLOCK 5/944, NORTH DALLAS IMPROVEMENT COMPANY, LOT 1A, BLOCK 5/944 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495

CITY OF DALLAS DALLAS COUNTY TEXAS

PAGE NUMBER: 3 OF 4

DATE: 10/18/2018

0015544

LICENSE AGREEMENT - BLOCK 5/944 - CITY OF DALLAS, DALLAS COUNTY, TEXAS

Call 48 Hours before digging:  
**811 or call811.com**  
 Common Ground Alliance

Line Table		
Line #	Length	Direction
L1	13.17'	S44°20'10"W
L2	12.29'	N44°20'10"E
L3	10.39'	N05°03'55"W
L4	15.00'	N05°03'55"W
L5	9.00'	N84°56'05"E
L6	15.00'	S05°03'55"E
L7	9.00'	S84°56'05"W

(For SPRG use only)  
 Reviewed by: G.S.  
 Date: 1-30-19  
 SPRG No. 4737



*R. Groysman*  
 ROMAN L. GROYSMAN 12/19/18  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5864

# Westwood

Phone (214) 473-4640 2740 Dallas Parkway, Suite 280  
 Toll Free (888) 937-5150 Plano, TX 75093  
[westwoodps.com](http://westwoodps.com)

Westwood Professional Services, Inc.  
 TBPE Firm Reg. No. 11756  
 TBPLS Firm Reg. No. 10074301

LICENSE AGREEMENT  
 CEDAR SPRINGS ROAD  
 REPLAT OF PART OF LOTS 1 THROUGH 4 ALL OF LOTS 5  
 THROUGH 7 & PART OF LOT 8, BLOCK 5/944, NORTH  
 DALLAS IMPROVEMENT COMPANY, LOT 1A, BLOCK 5/944  
 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

PAGE NUMBER:

4

OF

4

DATE: 10/18/2018

0015544

N:\0015544\00\DWG\SURVEY\EXHIBITS\0015544 LICENSE AGREEMENT (GARAGE VENT).DWG

LICENSE AGREEMENT - BLOCK 5/944 - CITY OF DALLAS DALLAS COUNTY TEXAS



**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

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**File #:** 18-470

**Item #:** 26.

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**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

An ordinance granting a private license to GUGV Victory Park Dallas Property Owning, LLC, for the use of a total of approximately 378 square feet of land to maintain, occupy and utilize a sidewalk café and four planters on a portion of Houston Street right-of-way located near its intersection with Payne Street - Revenue: \$200.00 annually and a \$100.00 one-time fee, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item grants a private license to GUGV Victory Park Dallas Property Owning, LLC, for the use of a total of approximately 378 square feet of land to maintain, occupy and utilize a sidewalk café and four planters on a portion of Houston Street right-of-way located near its intersection with Payne Street. The use of this area will not impede pedestrian or vehicular traffic. The term of this license is 40 years.

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

Information about this item will be provided the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Revenue: \$200.00 annually and a \$100.00 one-time fee, plus the \$20.00 ordinance publication fee

### **OWNER**

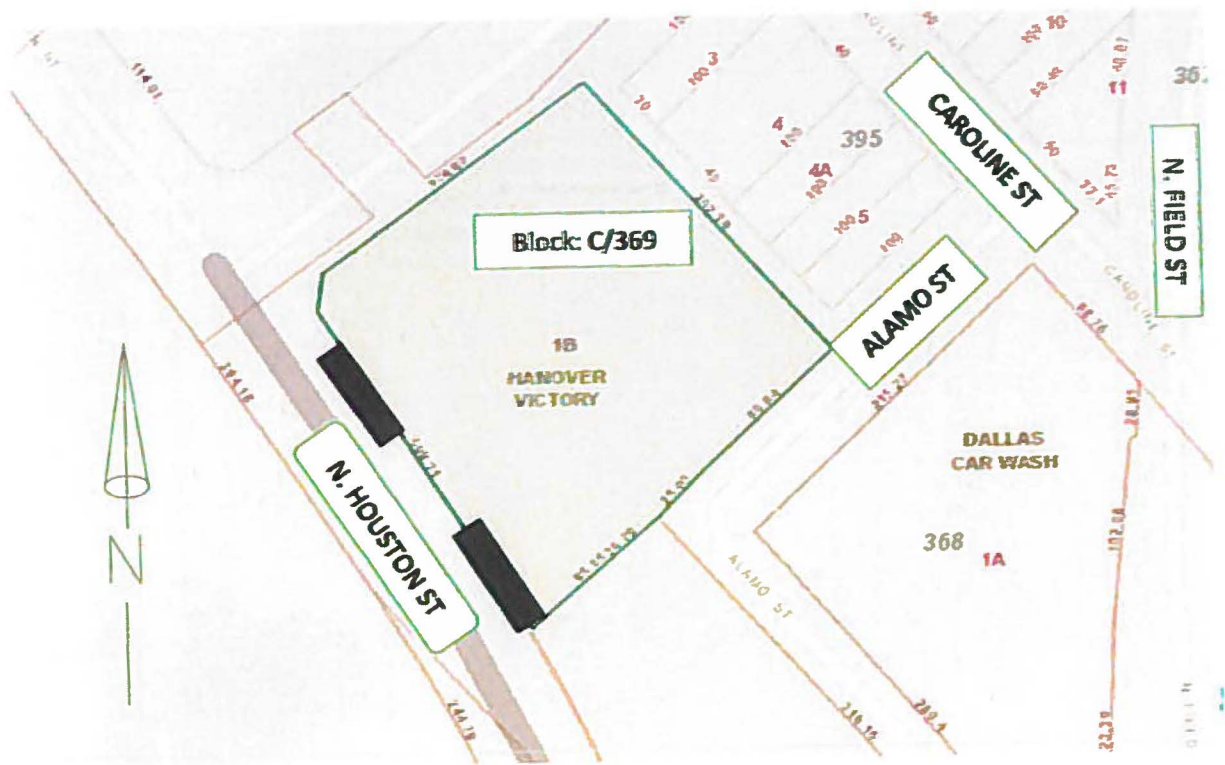
**GUGV Victory Park Dallas Property Owning, LLC**

Robert A. Faith, President

**MAP**

Attached





**License Area**



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

An ordinance granting a private license to GUGV Victory Park Dallas Property Owning, LLC, to occupy, maintain and utilize a portion of Houston Street right-of-way near its intersection with Payne Street, adjacent to City Block C/369 within the limits hereinafter more fully described for the purpose of occupying maintaining and utilizing a sidewalk café and four (4) planters; providing for the terms and conditions of this license; providing for the annual and one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

**ooo0ooo**

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

**SECTION 1.** That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to GUGV Victory Park Dallas Property Owning, LLC, a Delaware limited liability company, 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 forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

**SECTION 3.** That **GRANTEE** shall pay to the City of Dallas the sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** annually for the license herein granted for the sidewalk café, said sum to become due and payable on the 2<sup>nd</sup> day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2019. In addition, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code, **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)**, for the license herein granted for the four (4) planters, said sum to be paid prior to the final passage of this ordinance and shall cover the total consideration for said purpose during the license term.

Such annual and one-time fee consideration, collectively, shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

**SECTION 4.** That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: occupying maintaining and utilizing a sidewalk café and four (4) planters.

**SECTION 5.** That this license is subject to the provisions set forth in Exhibit B, attached hereto and made a part hereof.

**SECTION 6.** That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by Resolution duly passed by said Governing Body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. 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, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from

the licensed 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** acknowledges per the City of Dallas Thoroughfare Plan, Section 51A-9, Canton Street requires eighty (80) feet of right-of-way (S-4D) and Malcom X and Boulevard requires sixty (60) feet of right-of-way (S-4-U)
- (b) **GRANTEE** acknowledges the Complete Street Manual suggests a preferred minimum unobstructed continuous pedestrian path of six (6) feet.
- (c) **GRANTEE** shall allow enough clearance per Americans with Disabilities Act (ADA) and Texas Department of Licensing and Regulation (TDLR).
- (d) **GRANTEE** acknowledges Atmos may have facilities in the area, if it is found that the gas lines will be in the way of construction, a cost estimate to re-route will be furnished upon request.

**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 and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of

Sustainable Development and Construction within 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 fees pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 12.** That this ordinance is also designated for City purposes as Contract No. DEV-2018-00007073.

**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

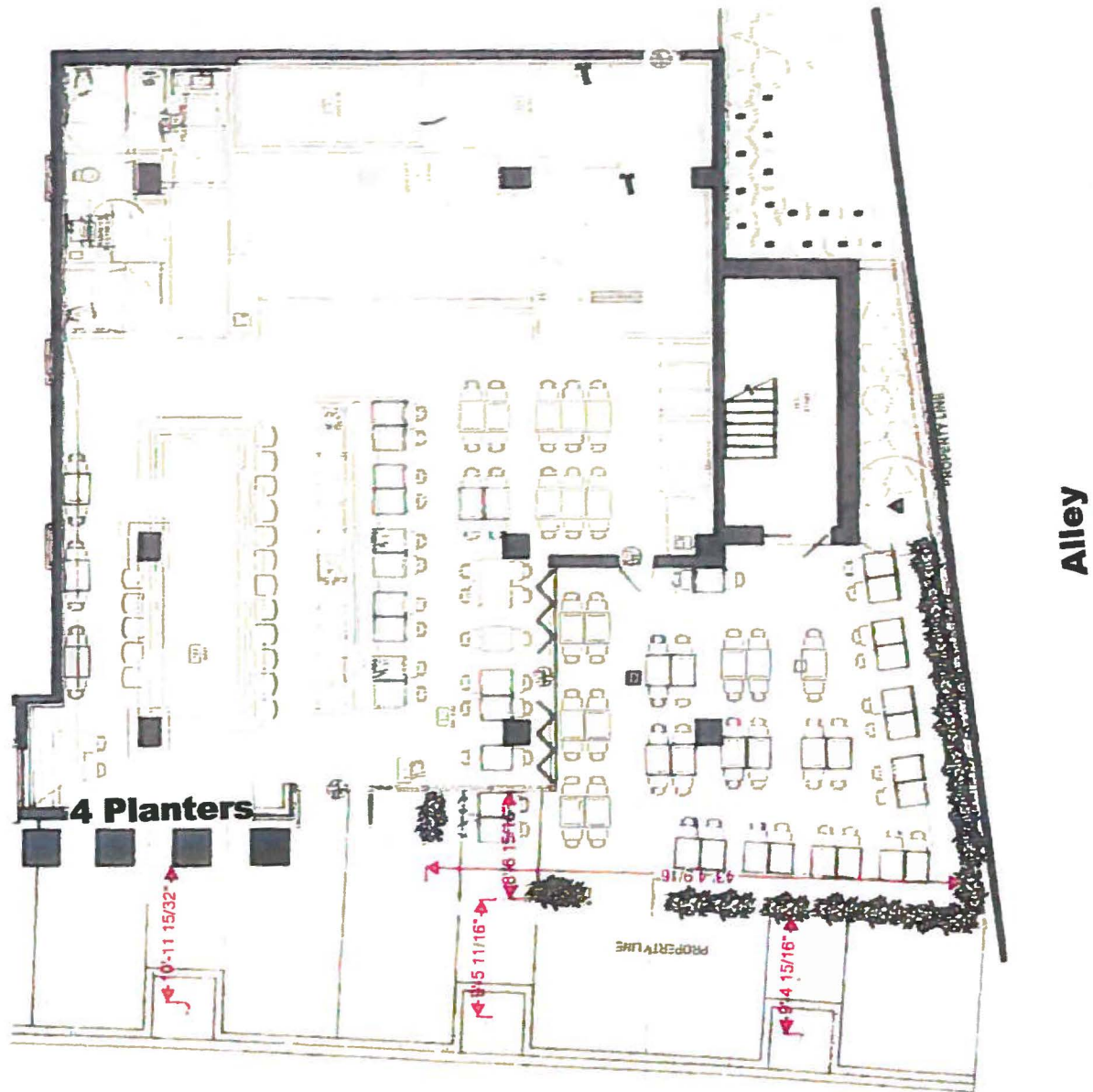
BY: \_\_\_\_\_

Assistant Director

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



## Exhibit A



**Houston Street**

**GUGV Victory Park Dallas Owning, LLC**  
**2588 N. Houston Street**  
**Total use space Square foot= 378**

**BLOCK: C/369**

**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

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**File #:** 19-56

**Item #:** 27.

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**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

An ordinance abandoning a portion of Pacific Avenue to 4100 Commerce, LP, the abutting owner, containing approximately 1,739 square feet of land, located near the intersection of Commerce Street and Parry Avenue; and authorizing the quitclaim - Revenue: \$34,780.00, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item authorizes the abandonment of a portion of Pacific Avenue to 4100 Commerce, LP, the abutting owner. The area will be included with the property of the abutting owner for additional parking. The abandonment fee is based on an independent appraisal.

Notices were sent to 12 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Revenue: \$34,780.00, plus the \$20.00 ordinance publication fee

### **OWNER**

**4100 Commerce, LP**

DHG Holdings LLC

David H. Gibson, Managing Member

**MAP**

Attached



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

An ordinance providing for the abandonment of a portion of Pacific Avenue located adjacent to City Block B/809 in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to 4100 Commerce, LP; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; 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 4100 Commerce, LP, a Texas limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter, the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portion of street is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms, 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 tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **THIRTY FOUR THOUSAND SEVEN HUNDRED AND EIGHTY AND NO/100 DOLLARS (\$34,780.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10 the

City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, 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 tract 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 9 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 and conditions of this ordinance.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal



description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

**SECTION 5.** That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, 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 area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A; which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any

"hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage 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 11.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director

of Department of Sustainable Development and Construction, or designee. Upon receipt 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: (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 12.** That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005865.

**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 \_\_\_\_\_.



**Exhibit A**  
**STREET ABANDONMENT**  
**PART OF PACIFIC AVENUE**  
**ADJACENT TO BLOCK B/809**  
**JOHN GRIGSBY SURVEY, ABSTRACT NO. 495**  
**CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Being 1,739 square foot (0.04 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas being a part of Pacific Avenue (17 foot right-of-way), created in Deed recorded in Volume 103, Page 577, Deed Records, Dallas County, Texas, adjacent to City of Dallas Block B/809, and to that tract of land conveyed to 4100 Commerce, LP by Special Warranty Deed recorded in Instrument No. 201500287661, Official Public Records, Dallas County, Texas, and by Correction Deed recorded in Instrument No. 201700047942, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the intersection of the Southeast right-of-way line of Ash Lane (30 foot right-of-way), created by Ordinance No. 722, and the Southwest right-of-way line of said Pacific Avenue, said point being the North corner of said 4100 Commerce tract;

THENCE South 73 degrees 00 minutes 00 seconds East, along the common said Southwest right-of-way line of Pacific Avenue and the Northeast line of said 4100 Commerce tract, a distance of 195.66 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set for corner and the POINT OF BEGINNING;

THENCE North 16 degrees 58 minutes 50 seconds East, leaving said Southwest right-of-way line and traversing through Pacific Avenue, a distance of 17.00 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." found at the Southwest corner of a tract of land conveyed to Block 809, Ltd., by Deed recorded in Instrument No. 200600225162, Official Public Records, Dallas County, Texas, said point being on the common Northeast right-of-way line of said Pacific Avenue and the Southwest line of a tract of land conveyed to Dallas Area Rapid Transit (DART), (80 foot right-of-way) by Deed recorded in Volume 90177, Page 4230, Deed Records, Dallas County, Texas;

THENCE South 73 degrees 00 minutes 00 seconds East, along the common Southwest line of said Block 809 tract and said Northeast right-of-way line of Pacific Avenue, a distance of 102.27 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set for corner;

THENCE South 16 degrees 50 minutes 30 seconds West, leaving said common line and traversing through said Pacific Avenue, a distance of 17.00 feet to a point for corner in building at the common North corner of a tract of land conveyed to 4118-4130 Commerce, Ltd., a Texas limited partnership, by Deed recorded in Volume 99084, Page 168, Deed Records, Dallas County, Texas, and the East corner of a tract of land conveyed to 4100 Commerce, LP, a Texas limited partnership by Deed recorded in Instrument No. 201700047942, Official Public Records, Dallas County, Texas, said point being on aforementioned Southwest right-of-way line of Pacific Avenue;

THENCE North 73 degrees 00 minutes 00 seconds West, along the common said Southwest right-of-way line of Pacific Avenue and the Northeast line of said 4100 Commerce tract, a distance of 102.31 feet to the POINT OF BEGINNING and containing 1,739 square feet or 0.04 of an acre of land.

(For SPRG use only)

Reviewed By: JD  
Date: 3/29/2018  
SPRG No.: 4461

**GENERAL NOTES:**

Bearings based on the Northwest line of Deed (N18°08'00"E), recorded in Instrument No. 201700047943, Official Public Records, Dallas County, Texas.



BRYAN CONNALLY  
R.P.L.S. NO. 5513



**CBG Surveying, Inc.**

**PLANNING SURVEYING**  
12025 Shiloh Road • Suite 230 Dallas, Texas 75228  
P 214.349.9485 F 214.349.2216  
Firm No. 10168800  
www.cbginctx.com

SHEET 1 OF 2  
JOB NO. 1510160-1  
DRAWN BY: MC  
DATE: 03/27/18

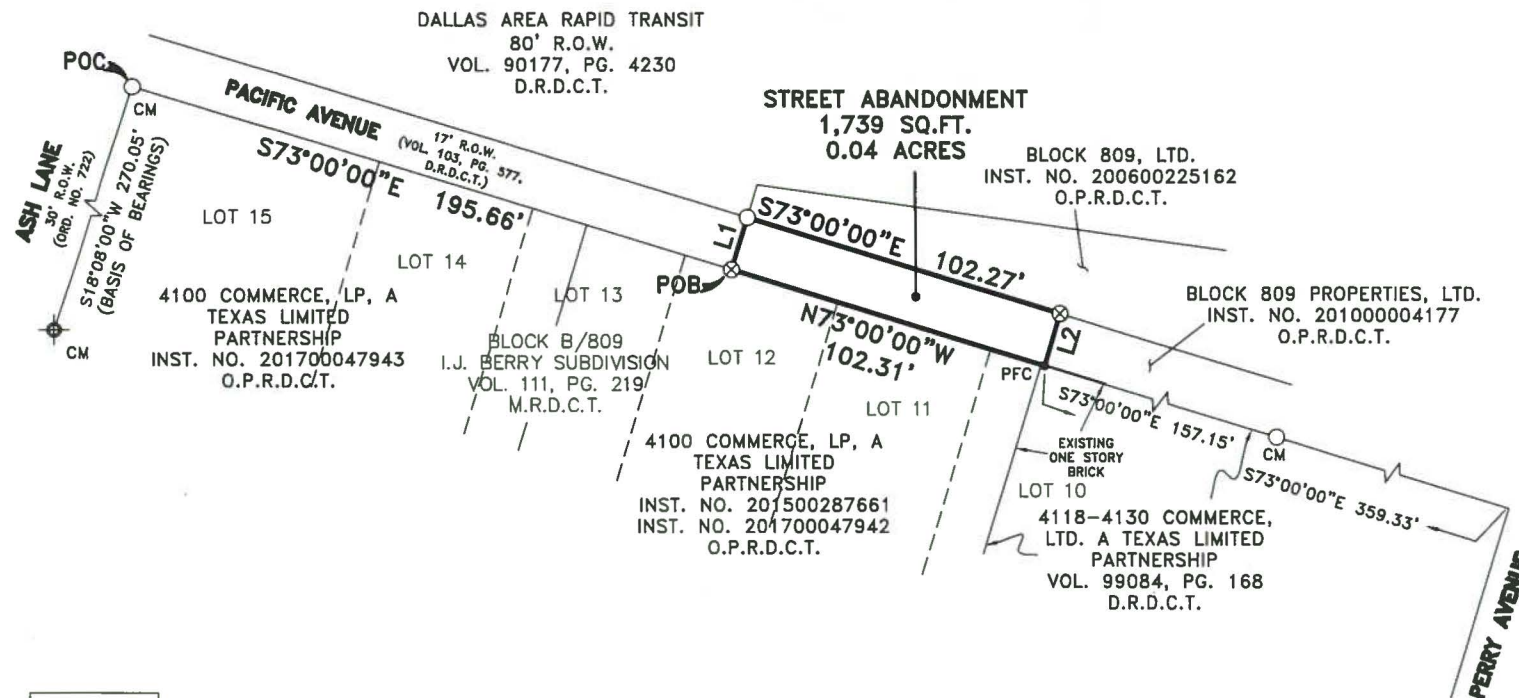
**Exhibit A**  
**STREET ABANDONMENT**  
**PART OF PACIFIC AVENUE**  
**ADJACENT TO BLOCK B/809**  
**JOHN GRIGSBY SURVEY, ABSTRACT NO. 495**  
**CITY OF DALLAS, DALLAS COUNTY, TEXAS**



SCALE: 1" = 60'



JOHN GRIGSBY SURVEY,  
 ABSTRACT NO. 495



**LEGEND**

- 1/2" IRON ROD FOUND
- ⊗ 1/2" IRON ROD YELLOW
- ⊕ CAP "CBG SURVEYING, INC."
- PFC - POINT FOR CORNER
- ⊕ PK NAIL FOUND

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 CM CONTROL MONUMENT  
 INST. NO. INSTRUMENT NUMBER  
 VOL., PG. VOLUME, PAGE  
 R.O.W. RIGHT-OF-WAY  
 O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS,  
 DALLAS COUNTY, TEXAS  
 M.R.D.C.T. MAP RECORDS,  
 DALLAS COUNTY, TEXAS  
 D.R.D.C.T. DEED RECORDS,  
 DALLAS COUNTY, TEXAS  
 SQ.FT. SQUARE FEET

(For SPRG use only)

Reviewed By: JD  
 Date: 3/29/2018  
 SPRG No.: 4461

**Line Table**

Line #	Direction	Length
L1	N16°58'50"E	17.00'
L2	S16°50'30"W	17.00'

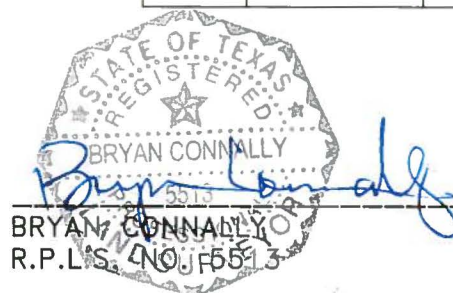
**GENERAL NOTES:**

Bearings based on the Northwest line of Deed  
 'N18°08'00"E), recorded in Instrument No. 201700047943,  
 Official Public Records, Dallas County, Texas.



**CBG Surveying, Inc.**

**PLANNING • SURVEYING**  
 12025 Shiloh Road • Suite 230 • Dallas, Texas 75228  
 P 214.349.9485 • F 214.349.2216  
 Firm No. 10168800  
 www.obglnotx.com



SHEET 2 OF 2  
 JOB NO. 1510160-1  
 SCALE: 1"=50'  
 DRAWN BY: MC  
 DATE: 03/27/18



# **EXHIBIT B**

## **ADDITIONAL ABANDONMENT PROVISIONS**

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.



## Agenda Information Sheet

**File #:** 19-364

**Item #:** 28.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

An ordinance amending Ordinance No. 31058, previously approved on December 12, 2018, which abandoned a portion of Matilda Street and street corner clip, located near the intersection of Matilda Street and Lovers Lane to Lincoln LAG Ltd. to alter Section 12 to revise the square footage of the water easement area from approximately 8,702 square feet of land to approximately 6,942 square feet of land and delete Exhibit C and substitute a new Exhibit C - Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

### **BACKGROUND**

This item authorizes the amendment of Ordinance No. 31058, which abandoned a portion of Matilda Street and street corner clip, to Lincoln LAG Ltd., previously approved on December 12, 2018, to alter Section 12 to revise the square footage of the water easement area from approximately 8,702 square feet of land to approximately 6,942 square feet of land and delete Exhibit C and substitute a new Exhibit C.

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

On December 12, 2018, City Council authorized the abandonment of portions of Matilda Street and street corner clip to Lincoln LAG Ltd., for the use of a total of approximately 17,212 square feet of land to expand parking for the HEB Central Market grocery store located near the intersection of Matilda Street and Lovers Lane by Resolution No. 18-1782; Ordinance No. 31058.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

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

**OWNER**

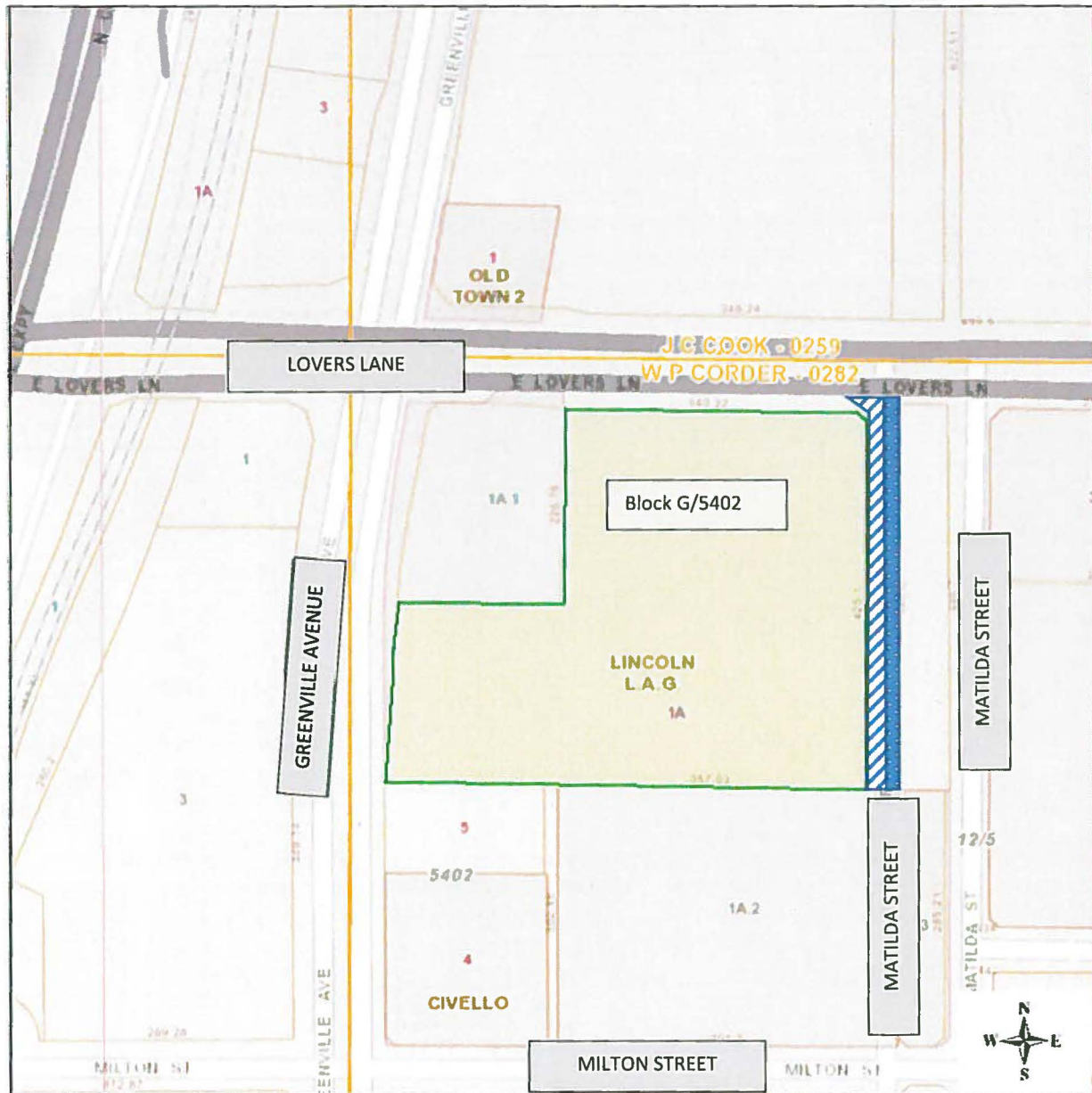
**Lincoln LAG Ltd.**

Akard Ervay, Inc., General Partner

William C. Duvall, President

**MAP**

Attached



Abandonment Area:



Dedication Area:  
(Water Easement)



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

An ordinance amending Ordinance No. 31058, by altering Section 12 to revise the square footage of the water easement area thereof, deleting Exhibit C thereof and substituting a new Exhibit C thereto; providing for consideration to be paid to the City of Dallas; providing for payment of the publication fee; providing a savings clause; and providing an effective date.

oooOooo

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

**SECTION 1.** That Ordinance No. 31058 adopted by the City Council of the City of Dallas on December 12, 2018, be and the same is hereby amended by altering Section 12 to read as follows:

**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~~ 6,942 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 2.** That, as consideration for amending Ordinance No. 31058, Lincoln LAG Ltd. agrees to pay monetary consideration in the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** to the City of Dallas, and, by its tender thereof, accepts the terms and conditions of this ordinance.

**SECTION 3.** 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 4.** That Ordinance No. 31058 adopted by the City Council of the City of Dallas on December 12, 2018, be and the same is hereby amended by deleting Exhibit C and substituting a new Exhibit C, attached hereto and made a part hereof.

**SECTION 5.** 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 completion of the dedication set forth in Section 12, 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 6.** That this ordinance is designated for City purposes as Contract No. DEV-2016-00000108.

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provision 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 \_\_\_\_\_.

**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**

**Revised Exhibit C**

Being a 6,942 square foot (0.1594 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), a distance of 96.99 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for the **POINT OF BEGINNING**;

**THENCE** North 00° 02' 20" West, continuing along the east line of said Lot 1A and the west line of said Matilda Street (street easement), passing at a distance of 328.11 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" found for the southerly northeast corner of 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 for a total distance of 338.11 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 feet to a chiseled "X" in concrete set for corner;

**THENCE** South 00° 06' 08" West, departing the eastward projection of the north line of said Lot 1A and the south line of said street easement, a distance of 356.96 feet to a MAG nail set with washer stamped "RLG INC" set for corner;

**THENCE** North 45° 02' 20" West, a distance of 27.04 feet to the **POINT OF BEGINNING** and containing 6,492 square feet or 0.1594 acres, more or less.

Basis of Bearing: 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



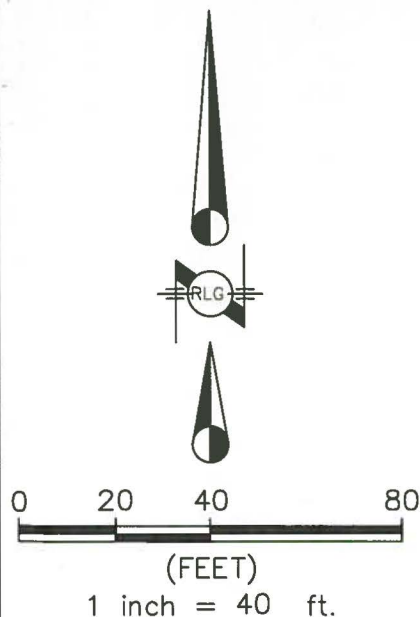
(For SPRG use only)

Reviewed By: G.S.

Date: 12-26-18

SPRG NO.: 4714





## LEGEND

- ..... WATER EASEMENT LINE
- ..... PLAT LINE
- ..... DEED LINE
- ..... EASEMENT LINE
- YCIRS ..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
- IRF ..... IRON ROD FOUND
- MNF ..... MAG NAIL FOUND
- CMS / CMF ..... CHISELED "X" SET / FOUND
- PKF ..... PK NAIL FOUND
- (CM) ..... CONTROLLING MONUMENT
- D.R.D.C.T. .... DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.D.C.T. .... OFFICIAL PUBLIC RECORDS, 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 WASHER STAMPED "RLG INC" SET
- SQ. FT. .... SQUARE FEET
- CO. .... COMPANY



Dale R. White R.P.L.S. No. 4762  
12/11/2018

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

(For SPRG use only)

Reviewed By: G.S.  
Date: 12-26-18  
SPRG NO.: 4714

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

WATER EASEMENT  
6,942 SQ. FT.  
0.1594 ACRES

LINCOLN LAG, LTD.  
VOL. 2002019, PG. 46  
D.R.D.C.T.

(4.4957 ACRES)

P.O.B.

N45°02'20"W  
27.04'

338.11'  
N00°02'20"W

S00°02'20"E  
(BASIS OF BEARINGS)

356.96'

S00°06'08"W

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

LINCOLN LAG, LTD.  
TRACT 2  
INST. NO. 201400120831  
O.P.R.D.C.T.

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

RETAINED  
UTILITY EASEMENT  
ORDINANCE NO. 24702

ABANDONED UTILITY  
EASEMENT  
ORDINANCE NO. 30627  
INST. NO. 201700275182  
O.P.R.D.C.T.

LINCOLN LAG, LTD.  
TRACT 1  
INST. NO. 201400120831  
O.P.R.D.C.T.

P.O.C.

YCIRF "RLG INC"  
(CM)

18.93'

20.00'

S89°15'00"E

6.00'

60.00'

S89°15'00"E

54.00'

PKF (CM)

10' DRAINAGE  
EASEMENT  
VOL. 2002023,  
PG. 35  
D.R.D.C.T.

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

285.24'  
S00°06'08"W

6' RIGHT-OF-WAY DEDICATION  
VOL. 2002019, PG. 46  
D.R.D.C.T.

MATILDA STREET  
(56' RIGHT-OF-WAY)  
VOL. 68039, PG. 1476  
VOL. 68080, PG. 1938  
D.R.D.C.T.

56.0'

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

W. P. CARDER SURVEY, ABSTRACT NO. 282

LOT 2A, BLOCK 12/5406  
INST. NO. 201500180889  
LOVERS TRADITION PHASE 2  
O.P.R.D.C.T.

## WATER EASEMENT MATILDA STREET

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

SCALE	1" = 40'	DATE	12/11/18	SHEET	2 OF 3
JOB NO.	1711.049.002	E-FILE	1711.049.002UE	DWG NO.	26,981X

# EAST LOVERS LANE

(A VARIABLE WIDTH RIGHT-OF-WAY)  
(FORMERLY COUNTY ROAD NO. 379)

Revised Exhibit C  
W. P. CARDER SURVEY, ABSTRACT 259  
W. P. CARDER SURVEY, ABSTRACT 282

S89°16'00"E  
20.00'

RIGHT-OF-WAY DEDICATION  
S89°16'00"E INST. NO. 201200234753  
20.00' D.R.D.C.T.

STREET EASEMENT  
VOL. 5149, PG. 314  
D.R.D.C.T. 10.00'

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'  
YCI RF  
"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 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)

5' DP&L, SWBT EASEMENT  
VOL. 71084, PG. 37  
D.R.D.C.T.

WATER EASEMENT  
6,942 SQ. FT.  
0.1594 ACRES

MATILDA STREET

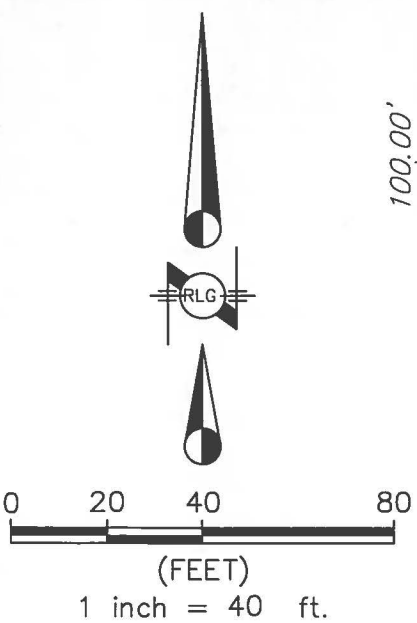
(VARIABLE WIDTH STREET EASEMENT)  
VOL. 5149, PG. 314, D.R.D.C.T.

W. P. CARDER SURVEY, ABSTRACT NO. 282

MATILDA STREET  
(50' RIGHT-OF-WAY)

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

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



## LEGEND

- ..... WATER EASEMENT LINE
- ..... PLAT LINE
- ..... DEED LINE
- ..... EASEMENT LINE
- YCIRS ..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
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- (CM) ..... CONTROLLING MONUMENT
- D.R.D.C.T. .... DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.D.C.T. .... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
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- P.O.B. .... POINT OF BEGINNING
- MNS ..... MAG NAIL WITH WASHER STAMPED "RLG INC" SET
- SQ. FT. .... SQUARE FEET
- CO. .... COMPANY

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

## 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: 12-26-18  
SPRG NO.: 4714

SCALE	1" = 40'	DATE	12/11/18	SHEET	3 OF 3
JOB NO.	1711.049.002	E-FILE	1711.049.002UE	DWG NO.	26,981X



## Agenda Information Sheet

**File #:** 19-315

**Item #:** 29.

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize an amendment to an existing lease agreement with Towne Square Market LP to **(1)** extend the lease agreement for an additional three-years for approximately 8,100 square feet of office space located at 3312 North Buckner Boulevard, Suites 124 and 130, for the period June 1, 2019 through May 31, 2022; and **(2)** amend Sections VI and IX of the lease agreement to provide clarification of permitted use and intention for continued use as a Women, Infants and Children Clinic - Not to exceed \$389,205.00 - Financing: Department of State Health Services Grant Funds (subject to annual appropriations)

### **BACKGROUND**

This item authorizes an amendment to an existing lease agreement with Towne Square Market LP, to extend the lease agreement for an additional three-years for approximately 8,100 square feet of office space located at 3312 North Buckner Boulevard, Suites 124 and 130.

This item will amend Sections VI and IX of the lease agreement to define the 100 parking spaces as "non-exclusive", and delete language referenced to the use as office and clinic space for the Child Health Services program of the Environmental and Health Services Department of the City of Dallas.

The three-year extension and changes to Sections VI and XI of the lease agreement will provide for the continued use for the Women, Infants and Children ("WIC") Clinic which serves residents in the northeast Dallas area.

The WIC program is a United States Department of Agriculture program administered in Texas by the Department of State Health Services. The countywide program has been administered by the City of Dallas Housing/Community Services Department since 1974. The WIC program provides nutritious food, nutrition education, breastfeeding promotion and support, referrals to health services, and immunizations. The program serves infants and children under age five and pregnant, postpartum and breastfeeding women.

The three-year extension will begin on June 1, 2019 through May 31, 2022.



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

On April 27, 1994, City Council authorized a five-year Lease Agreement by Resolution No. 94-1582.

On May 26, 1999, City Council authorized a First Amendment to the Lease Agreement for a three-year extension by Resolution No. 99-1699.

On May 23, 2001, City Council authorized a Second Amendment to the Lease Agreement for a four-year extension by Resolution No. 01-1623.

On April 27, 2005, City Council authorized a Third Amendment to the Lease Agreement for a nine-year extension by Resolution No. 05-1324.

On September 23, 2009, City Council authorized a Fourth Amendment to the Lease Agreement for a four-year extension by Resolution No. 09-2370.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Department of State Health Services Grant Funds - \$389,205.00 (subject to annual appropriations)

FY 2018-19 \$ 41,850.00

FY 2019-20 \$125,550.00

FY 2020-21 \$129,735.00

FY 2021-22 \$ 92,070.00

**OWNER****Towne Square Market LP**

Towne Square Market GP, LLC, its general partner

Eric Cassis, Managing Manager

**MAP**

Attached

JOHN WEST ROAD

NORTH BUCKNER BOULEVARD

SUBJECT SITE

1/7365



AREA LEASED

EAST R.L. THORNTON FREEWAY IH 30

April 10, 2019

**WHEREAS**, on April 27, 1994, by Resolution No. 94-1582, the City Council of the City of Dallas authorized a five-year lease agreement dated April 27, 1994 (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as tenant, and Buckner & I-30, Ltd., a Texas limited partnership, or its successor and assigns, ("Landlord") as landlord, for approximately 3,400 square feet of office space, located at 3312 North Buckner Boulevard, Suite 200, Dallas, Dallas County, Texas (the "Premises") to be used by the Housing/Community Services' Women, Infants and Children ("WIC") Program; and

**WHEREAS**, on May 26, 1999, by Resolution No. 99-1699, City Council authorized the First Amendment to the Lease Agreement dated May 27, 1999, to extend the lease term for an additional three-years; and

**WHEREAS**, on May 23, 2001, by Resolution No. 01-1623, City Council authorized the Second Amendment to the Lease Agreement dated June 1, 2001, to extend the lease term for an additional four-years and amending the Premises to include an additional area of approximately 1,407 square feet of office space located in Suite 205, for a total of approximately 4,807 square feet and a minimum of 42 parking spaces; and

**WHEREAS**, on April 27, 2005, by Resolution No. 05-1324, City Council authorized the Third Amendment to the Lease Agreement dated May 5, 2005 to extend the lease term for an additional nine-years and amending the Premises to include an additional area of approximately 8,100 square feet of office space located in Suites 124 and 130 and relinquishing 1,407 square feet of office space located in Suite 205, for a total of approximately 11,500 square feet and a minimum of 100 parking spaces; and

**WHEREAS**, on December 28, 2005, Buckner & I-30, Ltd., conveyed certain real property, which included the Premises, to Towne Square Market LP, a Texas limited partnership (hereinafter "Landlord") as successor in interest; and

**WHEREAS**, on September 23, 2009, by Resolution No. 09-2370, City Council authorized the Fourth Amendment to the Lease Agreement dated October 3, 2009, to extend the lease term for an additional four-years and amending the Premises to relinquish approximately 3,400 square feet of office space located in Suite 200, for a total of approximately 8,100 square feet; and

**WHEREAS**, the Lease expires by its own terms on May 31, 2019; and

**WHEREAS**, the parties desire to renew, extend, modify and/or amend the lease to (1) extend the term for an additional three-year term ("Extension Term"), (2) set monthly rental rates for the Extension Term, and (2) modify language where required for clarification of permitted use and intention, and upon certain amended terms as provided below.

April 10, 2019

**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 execute a Fifth Amendment to the Lease Agreement between Towne Square Market, LP, a Texas limited partnership and the City of Dallas.

**SECTION 2.** That the special terms and conditions of the Fifth Amendment to Lease Agreement are:

- (a) The term of the Lease is hereby extended for an additional three (3) years (the "Extension Term") beginning June 1, 2019 and ending May 31, 2022, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- (b) Monthly Rental Payments during the Extension Term shall be as follows: (subject to annual appropriations)
 

June 1, 2019 – May 31, 2020	\$10,462.50 per month
June 1, 2020 – May 31, 2021	\$10,462.50 per month
June 1, 2021 – May 31, 2022	\$11,508.75 per month
- (c) The portion of the fifth paragraph of Section VI of the Lease as amended by the Third Amendment of the Lease to read "a minimum of 100 parking spaces", is hereby amended to read "a minimum of 100 non-exclusive parking spaces".
- (d) The following language added to the end of the first sentence of Section IX of the Lease by the Second Amendment of the Lease, is hereby deleted "and as an office and clinic space for the Child Health Services program of the Environmental and Health Services Department of the City of Dallas."
- (e) All other terms and conditions of the Lease, as amended, 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 Towne Square Market, LP, or its successors and assigns on the first day of each month in advance during the extended lease term beginning June 1, 2019 in the amount specified below:

June 1, 2019 – May 31, 2020: (subject to annual appropriations)	\$10,462.50 per month
--	-----------------------

April 10, 2019

June 1, 2020 – May 31, 2021                      \$10,462.50 per month  
(subject to annual appropriations)

June 1, 2021 – May 31, 2022                      \$11,508.75 per month  
(subject to annual appropriations)

**SECTION 4.** That the payments will be charged as follows:

June 1, 2019 – September 30, 2019: FY19 WIC Program-Women, Infants, and Children Fund, Fund F551, Department MGT, Unit 3841, Object 3330, Encumbrance/Contract No. CX-MGT-2018-00004483, Commodity 97145, Vendor VC0000000475.

October 1, 2019 – September 30, 2020: FY20 WIC Program-Women, Infants, and Children Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-MGT-2018-00004483, Commodity 97145, Vendor VC0000000475.

October 1, 2020 – September 30, 2021: FY21 WIC Program-Women, Infants, and Children Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-MGT-2018-00004483, Commodity 97145, Vendor VC0000000475.

October 1, 2021 – May 31, 2022: FY22 WIC Program-Women, Infants, and Children Fund, Fund TBD, Department MGT, Unit TBD, Object 3330, Encumbrance/Contract No. CX-MGT-2018-00004483, Commodity 97145, Vendor VC0000000475.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective communications, utility and janitorial 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 #:** 19-425

**Item #:** 30.

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**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** Outside City Limits  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize an increase in the purchase price for the acquisition from Cox Commercial Development, Ltd., a permanent easement of approximately 2,942 square feet of land and a temporary working space easement of approximately 10,553 square feet of land located in Dallas County, Texas for the Elm Fork Water Transmission Main Project - Not to exceed \$14,273.00, increased from \$12,592.00 to \$26,865.00 (\$25,665.00, plus closing costs and title expenses not to exceed \$1,200.00) - Financing: Water Construction and Improvement Funds

### **BACKGROUND**

This item authorizes an increase in the purchase price for the acquisition from Cox Commercial Development, Ltd., of a permanent easement of approximately 2,942 square feet of land and a temporary working space easement of approximately 10,553 square feet of land located in Dallas County, Texas for the Elm Fork Water Transmission Main Project. This property will be used for the transmission of treated water from Harry Hines Boulevard north of IH 635, along Burlington Northern Santa Fee Railroad in the City of Farmers Branch to the Elm Fork Water Treatment Plant in the City of Carrollton. The consideration is based on an independent appraisal. There are no relocation benefits associated.

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

On September 13, 2000, City Council authorized acquisition, including the exercise of eminent domain for 23 tracts of unimproved land including temporary construction easements and access easements, containing a total of approximately 307,402 square feet located from Harry Hines Boulevard north IH 635, along Burlington Northern Santa Fe Railroad in the City of Farmers Branch to Elm Fork Water Treatment Plant in the City of Carrollton for the installation and maintenance of a water transmission main by Resolution No. 00-2767.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Water Construction and Improvement Funds - \$26,865.00 (\$25,665.00, plus closing costs and title expenses not to exceed \$1,200.00)

Resolution No. 00-2767	\$12,592.00
Additional Amount (this action)	<u>\$14,273.00</u>
Total Authorized Amount	\$26,865.00

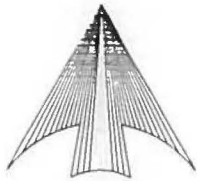
**OWNER**

**Cox Commercial Development, Ltd.**

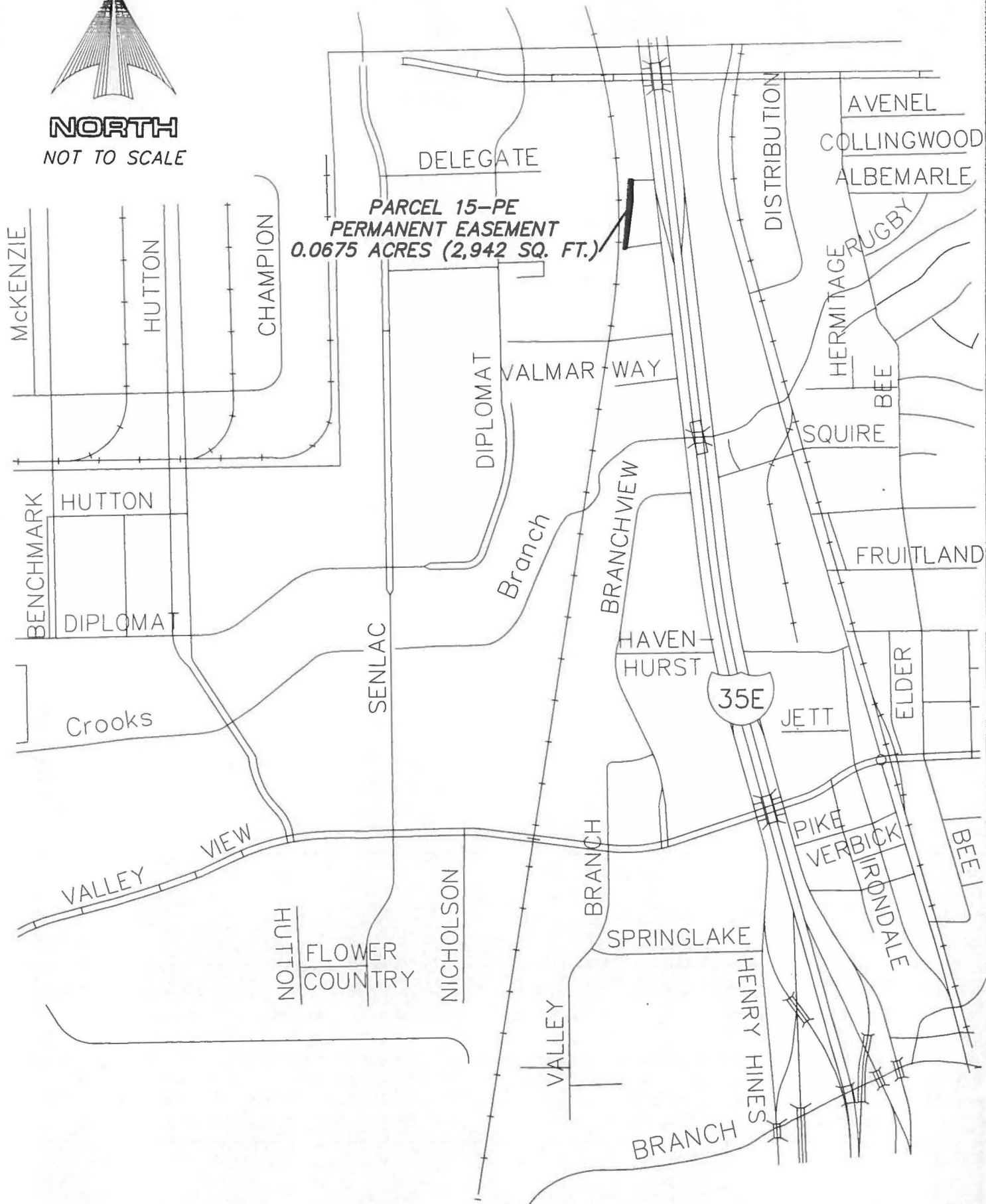
Gary Lee Cox, Managing General Partner

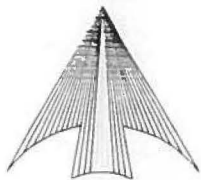
**MAPS**

Attached

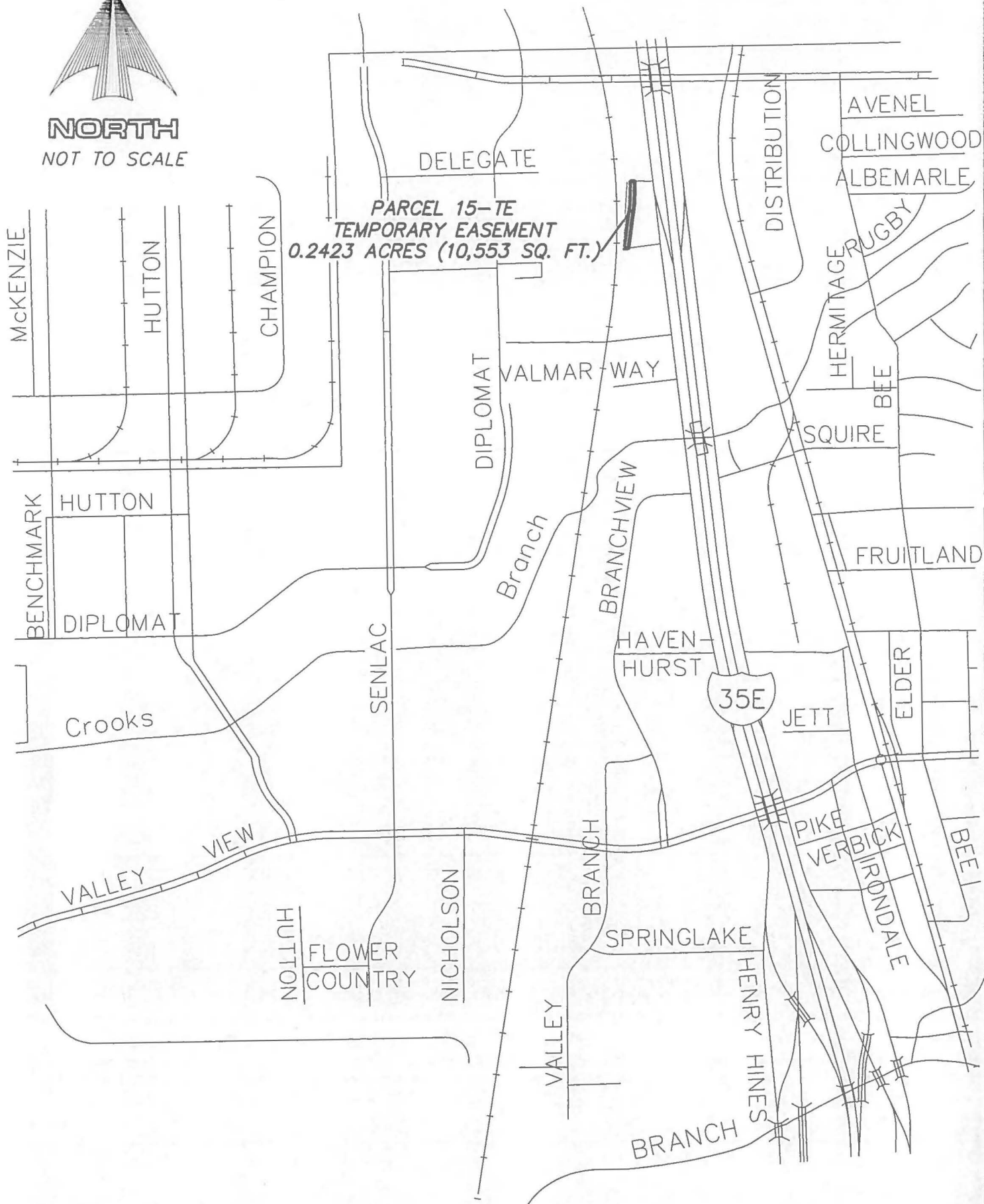


**NORTH**  
NOT TO SCALE





**NORTH**  
NOT TO SCALE



April 10, 2019

**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR A NEGOTIATED PRICE HIGHER THAN THE AUTHORIZED PURCHASE AMOUNT.**

**WHEREAS**, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase and/or condemnation, of the PROPERTY INTERESTS in the PROPERTY held by OWNER for the PROJECT (all said capitalized terms being defined below); and

**WHEREAS**, OWNER refused the FIRST RESOLUTION PURCHASE AMOUNT, but has agreed to the SETTLEMENT AMOUNT stated herein; and

**WHEREAS**, the City Council desires to authorize the City Manager to acquire the PROPERTY INTERESTS in the PROPERTY for the negotiated PURCHASE AMOUNT stated herein.

**Now, Therefore,**

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

**SECTION 1.** That the following definitions shall apply to this resolution:

“CITY”: The City of Dallas

“FIRST RESOLUTION”: Resolution No. 00-2767 approved by the Dallas City Council on September 13, 2000 authorized the acquisition by purchase and/or condemnation of 23 tracts of unimproved land containing approximately 307,402 square feet for a purchase amount of \$251,788.00

“PROJECT”: Elm Fork Water Transmission Main Project

“USE”: The construction, 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.

“OWNER”: Cox Commercial Development, Ltd, 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.

“PROPERTY INTEREST”: Easement, subject to the exceptions, reservations, covenants, conditions and/or interests, if any provided in the conveyance instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.



April 10, 2019

“PROPERTY”: Approximately 2,942 square feet of land in permanent easement and approximately 10,553 square feet of land for a temporary working space easement 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 hereto.

“FIRST RESOLUTION PURCHASE AMOUNT”: \$12,592.00

“SETTLEMENT AMOUNT”: \$25,665.00

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$1,200.00

“REVISED AUTHORIZED AMOUNT”: \$26,865.00

**SECTION 2.** 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 the CITY of the PROPERTY INTERESTS in and to the PROPERTY pursuant to the conveyance instrument 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 the transaction.

**SECTION 3.** 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 4.** That OWNER has been provided with a copy of the Landowner’s Bill of Rights as contemplated by applicable state statute.

**SECTION 5.** 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 SETTLEMENT AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable as follows:

Water Construction Fund, Fund 0102, Department DWU, Unit CW40, Activity 7CIP, Program 706035, Object 4250, Encumbrance/Contract No. CX-DWU-2019-00006912, in an amount not to exceed \$3,325.00.

Water Construction Fund, Fund 0102, Department DWU, Unit CW40, Program 706035, Object 4250, Encumbrance/Contract No. CX-DWU-2018-00006911, in an amount not to exceed \$9,267.00.

April 10, 2019

Water Improvement Fund, Fund 2115, Department DWU, Unit PW40, Program 706035, Object 4250, Encumbrance/Contract No. CX-DWU-2018-00006911, in an amount not to exceed \$4,708.00.

Water Improvement Fund, Fund 2115, Department DWU, Unit PW40, Program 706035, Object 4250, Encumbrance/Contract No. CX-DWU-2018-00006912, in an amount not to exceed \$8,365.00.

Water Construction Fund, Fund 2115, Department DWU, Unit PW40, Program 706035, Object 4230, Encumbrance/Contract No. CX-DWU-2018-00007338, in an amount not to exceed \$1,200.00. The SETTLEMENT AMOUNT and the CLOSING COSTS and TITLE EXPENSES together shall not exceed the REVISED AUTHORIZED AMOUNT.

**SECTION 6.** That the CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 7.** 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

**PARCEL NO. 15-PE  
PERMANENT EASEMENT  
COX DEVELOPMENT, LTD.**

**0.0675 ACRES (2,942 SQUARE FEET)  
J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS**

**TRACT ONE**

**DESCRIPTION**

BEING a 0.0675 acre (2,942 square feet) tract of land situated in the J.A. Armstrong Survey, Abstract No. 28, in the City of Farmers Branch, Dallas County, Texas, and being a portion of a tract of land conveyed to Cox Development, Ltd. according to the Warranty Deed recorded in Volume 97252, Page 6493 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being a portion of Lot 2A-R of the Cox Addition, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 90144, Page 5325, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for the northwest corner of said Cox Development, Ltd. tract, same being the northwest corner of said Lot 2A-R of the Cox Addition and the southwest corner of Lot 1-R of said Cox Addition, and being the southwest corner of a tract of land conveyed to George Matthews and wife Licy Matthews (Matthews) according to the Warranty Deed recorded in Instrument Number 200900173487 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being in the east line of a tract of land conveyed from Chicago Pacific Corporation to the City of Dallas according to the Special Warranty Deed (Tract 2) recorded in Volume 86057, Page 342, D.R.D.C.T., from whence a 1/2" iron rod with plastic cap stamped "Half" found bears N 89°16'29" E, 0.62 feet;

THENCE N 89°16'29" E (plat~S 89°44'00" E), departing the east line of said City of Dallas tract and with the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 11.29 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner, from whence a 1/2" iron rod found for the northeast corner of said Cox Development, Ltd. tract and the southeast corner of said Matthews tract bears N 89°16'29" E, 148.60 feet, thence, S 75°32'20" E, 126.60 feet;

THENCE S 01°00'50" W, departing the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 86.83 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE S 07°34'47" W, 179.62 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner in the south line of said Cox Development tract, and being in the north line of a tract of land conveyed to Wesco Real Estate IV, LLC according to the Special Warranty Deed recorded in Volume 2003051, Page 7086, D.R.D.C.T., and being in the north line of Lot 3-A, Block 1 of TDIndsutries Park Addition No. 2, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 89250, Page 3364, D.R.D.C.T.;

FIELD NOTES APPROVED:



Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT



NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00



AECOM TECHNICAL SERVICES INC., TX  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBPE REG. NO. F-3082

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

5/09/2013

PARCEL 15-PE.DWG

**PARCEL NO. 15-PE  
PERMANENT EASEMENT**

COX DEVELOPMENT, LTD.

0.0675 ACRES (2,942 SQUARE FEET)

J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT ONE

THENCE S 82°09'41" W (plat~S 83°00'0" W), with the south line of said Cox Development tract and the north line of said Wesco Real Estate IV, LLC tract, 6.37 feet to a 1/2" iron rod found for the southwest corner of said Cox Development, Ltd. tract and the northwest corner of said Wesco Real Estate IV, LLC tract, and being in the east line of said City of Dallas tract, and being the beginning of a non-tangent curve to the left having a central angle of 02°38'27", a radius of 5779.58 feet, a tangent length of 133.22 feet, a chord bearing of N 04°21'32" E and a chord length of 266.36 feet;

THENCE with the west line of said Cox Development, Ltd. tract and the east line of said City of Dallas tract, and along said non-tangent curve to the left, an arc length of 266.39 feet (plat~266.40 feet) to the POINT OF BEGINNING and containing 0.0675 acres (2,942 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Western Data Systems Texas Cooperative Network ([www.txrtk.com](http://www.txrtk.com)) and are referenced to NAD83 State Plane Coordinate System, Texas North Central Zone 4202. Stations DUNP-g0811 and DML2-g0811 were utilized as base stations during GPS data collection sessions and serve as controlling monuments.

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT



NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
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5/09/2013

PARCEL 15-PE.DWG



# **PARCEL NO. 15-PE PERMANENT EASEMENT**

COX DEVELOPMENT, LTD.

0.0675 ACRES (2,942 SQUARE FEET)

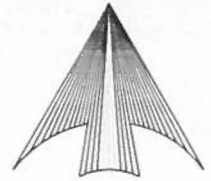
J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28

CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT ONE

## **ABBREVIATION LEGEND**

D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
C.L.	CENTERLINE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"



**NORTH**  
SCALE: 1"=100'

IH-35E SERVICE ROAD SOUTH

$D = 02^{\circ}38'27''$   
 $R = 5779.58'$   
 $T = 133.22'$   
 $L = 266.39'$  (PLAT~266.40')  
 $CB = N 04^{\circ}21'32'' E$   
 $Ch = 266.36'$

**POINT OF BEGINNING**

CITY OF DALLAS  
SPECIAL WARRANTY DEED  
VOL. 86057, PG. 342  
CALLED 28.6126 ACRES  
D.R.D.C.T.

1/2" IRF  
W/WLA CAP  
(CM)

(PLAT~S 89°44'00" E)  
**N 89°16'29" E**  
**11.29'**

1/2" IRF  
W/HALFF CAP

N 89°16'29" E

0.62'

N 89°16'29" E 148.60'

S 01°00'50" W

86.83'

1/2" IRS  
W/CAP

1/2" IRS  
W/CAP

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STEMMONS-VALWOOD JOINT VENTURE  
VOL. 84194, PG. 4982  
D.R.D.C.T.

STEMMONS-VALWOOD BUSINESS PARK  
VOL. 81102, PG. 51  
D.R.D.C.T.

GEORGE MATTHEWS AND WIFE LICY MATTHEWS  
INST. NO. 200900173487  
O.P.R.D.C.T.

LOT 1-R  
COX ADDITION  
VOL. 90144, PG. 5325  
D.R.D.C.T.

COX DEVELOPMENT, LTD.  
VOL. 97252, PG. 6493  
D.R.D.C.T.

LOT 2A-R  
COX ADDITION  
VOL. 90144, PG. 5325  
D.R.D.C.T.

WESCO REAL ESTATE IV, LLC  
VOL. 2003051, PG. 7086  
D.R.D.C.T.

LOT 3-A  
RE-PLAT OF  
TD INDUSTRIES PARK ADDITION NO. 2  
VOL. 89250, PG. 3364  
D.R.D.C.T.

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT

**NDM**

NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00

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5/09/2013

PARCEL 15-PE.DWG



EXHIBIT "A"  
PAGE 1 OF 3  
**PARCEL NO. 15-TE**  
**TEMPORARY EASEMENT**  
COX DEVELOPMENT, LTD.  
0.2423 ACRES (10,553 SQUARE FEET)  
J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT TWO

DESCRIPTION

BEING a 0.2423 acre (10,553 square feet) tract of land situated in the J.A. Armstrong Survey, Abstract No. 28, in the City of Farmers Branch, Dallas County, Texas, and being a portion of a tract of land conveyed to Cox Development, Ltd. according to the Warranty Deed recorded in Volume 97252, Page 6493 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being a portion of Lot 2A-R of the Cox Addition, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 90144, Page 5325, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set in the north line of said Cox Development, Ltd. tract, same being the south line of a tract of land conveyed to George Matthews and wife Lily Matthews (Matthews) according to the Warranty Deed recorded in Instrument Number 200900173487 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), from whence a 1/2" iron rod found for the northeast corner of said Cox Development, Ltd. tract and the southeast corner of said Matthews tract bears N 89°16'29" E, 108.58 feet, thence, S 75°32'20" E, 126.60 feet;

THENCE S 01°00'50" W, departing the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 90.34 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE S 07°34'47" W, 170.88 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner in the south line of said Cox Development tract, and being in the north line of a tract of land conveyed to Wesco Real Estate IV, LLC according to the Special Warranty Deed recorded in Volume 2003051, Page 7086, D.R.D.C.T., and being in the north line of Lot 3-A, Block 1 of TDIndutries Park Addition No. 2, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 89250, Page 3364, D.R.D.C.T.;

THENCE S 82°09'41" W (plat~S 83°00'00" W) with the south line of said Cox Development, Ltd. tract and the north line of said Wesco Real Estate IV, LLC tract, 41.49 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner from whence a 1/2" iron rod found for the southwest corner of said Cox Development, Ltd. tract and the northwest corner of said Wesco Real Estate IV, LLC tract, bears S 82°09'41" W, 6.37 feet, said found iron rod being in the east line of a tract of land conveyed from Chicago Pacific Corporation to the City of Dallas according to the Special Warranty Deed (Tract 2) recorded in Volume 86057, Page 342, D.R.D.C.T.;

FIELD NOTES APPROVED:

Date 5/17/13



Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT

**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
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TBPE REG. NO. F-3082

5/09/2013

PARCEL 15-TE.DWG

**PARCEL NO. 15-TE  
TEMPORARY EASEMENT**

COX DEVELOPMENT, LTD.

0.2423 ACRES (10,553 SQUARE FEET)

J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28

CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT TWO

THENCE N 07°34'47" E, departing the south line of said Cox Development, Ltd. tract and the north line of said Wesco Real Estate IV, LLC tract, 179.62 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE N 01°00'50" E, 86.83 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner in the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, from whence a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for the northwest corner of said Cox Development, Ltd. tract and the southwest corner of said Matthews tract bears S 89°16'29" W, 11.29 feet, and from said set iron rod a found 1/2" iron rod with plastic cap stamped "Half" bears N 89°16'29" E, 0.62 feet;

THENCE N 89°16'29" E (plat~S 89°44'00" E), with the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 40.02 feet to the POINT OF BEGINNING and containing 0.2423 acres (10,553 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Western Data Systems Texas Cooperative Network ([www.txrtk.com](http://www.txrtk.com)) and are referenced to NAD83 State Plane Coordinate System, Texas North Central Zone 4202. Stations DUNP-g0811 and DML2-g0811 were utilized as base stations during GPS data collection sessions and serve as controlling monuments.

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT



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TBPE REG. NO. F-3082

5/09/2013

PARCEL 15-TE.DWG





# EXHIBIT B

## WATER EASEMENT

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That Cox Commercial Development, Ltd., a Texas limited partnership (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 THIRTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$13,975.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the purpose of laying, constructing, maintaining, repairing and replacing a City water main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of laying, constructing, maintaining, repairing and replacing a City water main or mains and appurtenances, and such additional main or mains and appurtenances as are needed in the future, according to such plans and specifications as will, in City's opinion, best serve the public purpose. The payment of the purchase price shall be considered full and adequate compensation for the easement rights herein granted.

Should one or more of the Grantors herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

The City shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right of ingress and egress over and across said property to and from said easement for the purpose of constructing, reconstructing, maintaining, inspecting or repairing said main or mains and appurtenances.

The City shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance, repair or operation of the said main or mains. (Grantor, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over or otherwise obstruct any cleanout, valve, meter or manhole located within the herein described permanent easement.)

Grantor, its successors or assigns, shall not be permitted to plant trees or shrubs of any kind within the boundaries of the herein described permanent easement.

# EXHIBIT B

All expenses in the construction and maintenance of said main or mains and appurtenances shall be borne by the City. In the construction of said main or mains and appurtenances, should the City find it necessary to remove any improvements now on the above-described property, all of those expenses shall also be borne by the City. Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS: "None".

TO HAVE AND TO HOLD the above described easement, 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 easement 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 \_\_\_\_\_, 2019.

Cox Commercial Development, Ltd.,  
a Texas limited partnership

By: \_\_\_\_\_  
Gary Lee Cox  
Managing General Partner

Approved As To Form:  
Christopher J. Caso, Interim City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

\* \* \* \* \*

This instrument was acknowledged before me on \_\_\_\_\_  
by Gary Lee Cox, managing General Partner of Cox Commercial Development, Ltd., a  
Texas limited partnership, on behalf of said limited partnership.

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

\* \* \* \* \*



# EXHIBIT B

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: Mark Proctor  
Water Easement Log No. 39779

EXHIBIT "A"  
PAGE 1 OF 3  
**PARCEL NO. 15-PE**  
**PERMANENT EASEMENT**  
COX DEVELOPMENT, LTD.  
0.0675 ACRES (2,942 SQUARE FEET)  
J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT ONE

DESCRIPTION

BEING a 0.0675 acre (2,942 square feet) tract of land situated in the J.A. Armstrong Survey, Abstract No. 28, in the City of Farmers Branch, Dallas County, Texas, and being a portion of a tract of land conveyed to Cox Development, Ltd. according to the Warranty Deed recorded in Volume 97252, Page 6493 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being a portion of Lot 2A-R of the Cox Addition, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 90144, Page 5325, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for the northwest corner of said Cox Development, Ltd. tract, same being the northwest corner of said Lot 2A-R of the Cox Addition and the southwest corner of Lot 1-R of said Cox Addition, and being the southwest corner of a tract of land conveyed to George Matthews and wife Licy Matthews (Matthews) according to the Warranty Deed recorded in Instrument Number 200900173487 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being in the east line of a tract of land conveyed from Chicago Pacific Corporation to the City of Dallas according to the Special Warranty Deed (Tract 2) recorded in Volume 86057, Page 342, D.R.D.C.T., from whence a 1/2" iron rod with plastic cap stamped "Half" found bears N 89°16'29" E, 0.62 feet;

THENCE N 89°16'29" E (plat~S 89°44'00" E), departing the east line of said City of Dallas tract and with the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 11.29 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner, from whence a 1/2" iron rod found for the northeast corner of said Cox Development, Ltd. tract and the southeast corner of said Matthews tract bears N 89°16'29" E, 148.60 feet, thence, S 75°32'20" E, 126.60 feet;

THENCE S 01°00'50" W, departing the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 86.83 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE S 07°34'47" W, 179.62 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner in the south line of said Cox Development tract, and being in the north line of a tract of land conveyed to Wesco Real Estate IV, LLC according to the Special Warranty Deed recorded in Volume 2003051, Page 7086, D.R.D.C.T., and being in the north line of Lot 3-A, Block 1 of TDIndsutries Park Addition No. 2, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 89250, Page 3364, D.R.D.C.T.;

FIELD NOTES APPROVED:

*Doc 5/17/13*



Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT



NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741



AECOM TECHNICAL SERVICES INC, TX  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBPE REG. NO. F-3082

5/09/2013

PARCEL 15-PE.DWG

**PARCEL NO. 15-PE  
PERMANENT EASEMENT**

COX DEVELOPMENT, LTD.

0.0675 ACRES (2,942 SQUARE FEET)

J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT ONE

THENCE S 82°09'41" W (plat~S 83°00'0" W), with the south line of said Cox Development tract and the north line of said Wesco Real Estate IV, LLC tract, 6.37 feet to a 1/2" iron rod found for the southwest corner of said Cox Development, Ltd. tract and the northwest corner of said Wesco Real Estate IV, LLC tract, and being in the east line of said City of Dallas tract, and being the beginning of a non-tangent curve to the left having a central angle of 02°38'27", a radius of 5779.58 feet, a tangent length of 133.22 feet, a chord bearing of N 04°21'32" E and a chord length of 266.36 feet;

THENCE with the west line of said Cox Development, Ltd. tract and the east line of said City of Dallas tract, and along said non-tangent curve to the left, an arc length of 266.39 feet (plat~266.40 feet) to the POINT OF BEGINNING and containing 0.0675 acres (2,942 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Western Data Systems Texas Cooperative Network ([www.txrtk.com](http://www.txrtk.com)) and are referenced to NAD83 State Plane Coordinate System, Texas North Central Zone 4202. Stations DUNP-g0811 and DML2-g0811 were utilized as base stations during GPS data collection sessions and serve as controlling monuments.

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT



NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
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DALLAS, TEXAS 75248  
[WWW.AECOM.COM](http://WWW.AECOM.COM)  
TBPE REG. NO. F-3082

5/09/2013

PARCEL 15-PE.DWG

**PARCEL NO. 15-PE  
PERMANENT EASEMENT**

COX DEVELOPMENT, LTD.

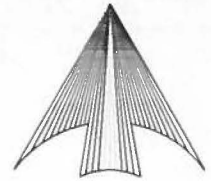
0.0675 ACRES (2,942 SQUARE FEET)

J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT ONE

**ABBREVIATION LEGEND**

D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS  
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS  
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS  
INST. NO. INSTRUMENT NUMBER  
VOL., PG. VOLUME, PAGE  
C.L. CENTERLINE  
ESMT. EASEMENT  
R.O.W. RIGHT-OF-WAY  
SQ. FT. SQUARE FEET  
IRF IRON ROD FOUND  
IPF IRON PIPE FOUND  
IRS W/CAP IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"



**NORTH**  
SCALE: 1"=100'

(PLAT~S 89°44'00" E)  
**N 89°16'29" E  
11.29'**  
1/2" IRF W/HALFF CAP  
N 89°16'29" E 0.62'  
**POINT OF BEGINNING**  
1/2" IRS W/CAP

**D = 02°38'27"**  
**R = 5779.58'**  
**T = 133.22'**  
**L = 266.39'** (PLAT~266.40')  
**CB = N 04°21'32" E**  
**Ch = 266.36'**

STEMMONS-VALWOOD JOINT VENTURE  
VOL. 84194, PG. 4982  
D.R.D.C.T.

STEMMONS-VALWOOD BUSINESS PARK  
VOL. 81102, PG. 51  
D.R.D.C.T.

GEORGE MATTHEWS AND WIFE LICY MATTHEWS  
INST. NO. 200900173487  
O.P.R.D.C.T.

LOT 1-R  
COX ADDITION  
VOL. 90144, PG. 5325  
D.R.D.C.T.

COX DEVELOPMENT, LTD.  
VOL. 97252, PG. 6493  
D.R.D.C.T.

LOT 2A-R  
COX ADDITION  
VOL. 90144, PG. 5325  
D.R.D.C.T.

WESCO REAL ESTATE IV, LLC  
VOL. 2003051, PG. 7086  
D.R.D.C.T.

LOT 3-A  
RE-PLAT OF  
TD INDUSTRIES PARK ADDITION NO. 2  
VOL. 89250, PG. 3364  
D.R.D.C.T.

CITY OF DALLAS  
SPECIAL WARRANTY DEED  
VOL. 86057, PG. 342  
CALLED 28.6126 ACRES  
D.R.D.C.T.

N 89°16'29" E 148.60'

1/2" IRS W/CAP

1/2" IRS W/CAP

**0.0675 ACRES  
2,942 SQ. FT.**

**S 07°34'47" W  
179.62'**

**0.0675 ACRES  
2,942 SQ. FT.**

(PLAT~S 83°00'00" W)  
**S 82°09'41" W  
6.37'**

15' BUILDING LINE  
VOL. 89250, PG. 3364  
D.R.D.C.T.

1/2" IRF (CM)

1/2" IRS W/CAP

(CM) 5/8" IRF

(CM) 1/2" IRF

5/8" IRF

IH-35E SERVICE ROAD SOUTH

1/2" IRF W/WLA CAP (CM)

**INDM**

NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT

**AECOM**

AECOM TECHNICAL SERVICES INC. TX  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBPE REG. NO. F-3082

5/09/2013

PARCEL 15-PE.DWG



# EXHIBIT B

## TEMPORARY WORKING SPACE EASEMENT

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

That Cox Commercial Development, Ltd., a Texas limited partnership (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 ELEVEN THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS (\$11,690.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, a right-of-way under, in and along the property described in "Exhibit A", attached hereto and made a part hereof by reference for all purposes, for the purpose of working space and storage of machinery; supplies, equipment and material in connection with the construction of the Elm Fork 72" Water Transmission Line.

Any and all trees which lie within this temporary working space may be trimmed of low limbs or removed by the City or its contractor without liability to Grantor if deemed essential to allow for the normal use or passage of construction equipment during the construction of said main or mains.

Upon completion of construction, all surplus excavation, debris, trash or litter resulting from said construction shall be cleaned up and hauled off the premises, and said property, including the fences disturbed, shall be restored as nearly as practicable to its original contour and condition.

It is understood and agreed by Grantor that the consideration herein represents full and adequate consideration for the right-of-way granted, together with any and all damages, costs and/or inconvenience that may be incident to the construction.

This grant shall be for a term of 425 days, beginning upon notice to proceed with construction from City addressed to the approved construction contractor and terminating upon completion of construction on Grantor's property or expiration of the time period, whichever occurs first, at which time all rights granted under this instrument shall terminate and cease and the described property shall be restored to it's former condition as nearly as possible.

SPECIAL PROVISIONS: "None"

TO HAVE AND TO HOLD the above described property unto the City of Dallas for the purposes hereinbefore provided, and said City or Dallas, its agents, servants and contractors shall have the right to go upon said property for the purpose of a working



# EXHIBIT B

easement and as an easement for the storage of supplies, materials, machinery and equipment for the term herein provided.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Cox Commercial Development, Ltd.,  
a Texas limited partnership

By: \_\_\_\_\_  
Gary Lee Cox  
Managing General Partner

Approved As To Form:  
Christopher J. Caso, Interim City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

\* \* \* \* \*

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_  
by Gary Lee Cox, managing General Partner of Cox Commercial Development, Ltd., a  
Texas limited partnership, on behalf of said limited partnership.

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

\* \* \* \* \*

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: Mark Proctor

Temporary Easement Log No. 39791

EXHIBIT "A"  
PAGE 1 OF 3  
**PARCEL NO. 15-TE**  
**TEMPORARY EASEMENT**  
COX DEVELOPMENT, LTD.  
0.2423 ACRES (10,553 SQUARE FEET)  
J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

TRACT TWO

DESCRIPTION

BEING a 0.2423 acre (10,553 square feet) tract of land situated in the J.A. Armstrong Survey, Abstract No. 28, in the City of Farmers Branch, Dallas County, Texas, and being a portion of a tract of land conveyed to Cox Development, Ltd. according to the Warranty Deed recorded in Volume 97252, Page 6493 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being a portion of Lot 2A-R of the Cox Addition, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 90144, Page 5325, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set in the north line of said Cox Development, Ltd. tract, same being the south line of a tract of land conveyed to George Matthews and wife Licy Matthews (Matthews) according to the Warranty Deed recorded in Instrument Number 200900173487 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), from whence a 1/2" iron rod found for the northeast corner of said Cox Development, Ltd. tract and the southeast corner of said Matthews tract bears N 89°16'29" E, 108.58 feet, thence, S 75°32'20" E, 126.60 feet;

THENCE S 01°00'50" W, departing the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 90.34 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE S 07°34'47" W, 170.88 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner in the south line of said Cox Development tract, and being in the north line of a tract of land conveyed to Wesco Real Estate IV, LLC according to the Special Warranty Deed recorded in Volume 2003051, Page 7086, D.R.D.C.T., and being in the north line of Lot 3-A, Block 1 of TDIndsutries Park Addition No. 2, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 89250, Page 3364, D.R.D.C.T.;

THENCE S 82°09'41" W (plat~S 83°00'00" W) with the south line of said Cox Development, Ltd. tract and the north line of said Wesco Real Estate IV, LLC tract, 41.49 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner from whence a 1/2" iron rod found for the southwest corner of said Cox Development, Ltd. tract and the northwest corner of said Wesco Real Estate IV, LLC tract, bears S 82°09'41" W, 6.37 feet, said found iron rod being in the east line of a tract of land conveyed from Chicago Pacific Corporation to the City of Dallas according to the Special Warranty Deed (Tract 2) recorded in Volume 86057, Page 342, D.R.D.C.T.;

FIELD NOTES APPROVED:

Date 5/17/13



Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT

**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

**AECOM**

AECOM TECHNICAL SERVICES INC. TX  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBE REG. NO. F-3082

5/09/2013

PARCEL 15-TE.DWG

**PARCEL NO. 15-TE  
TEMPORARY EASEMENT**

COX DEVELOPMENT, LTD.

0.2423 ACRES (10,553 SQUARE FEET)

J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

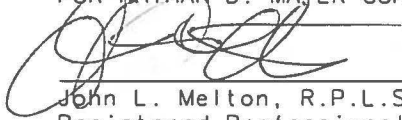
TRACT TWO

THENCE N 07°34'47" E, departing the south line of said Cox Development, Ltd. tract and the north line of said Wesco Real Estate IV, LLC tract, 179.62 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner;

THENCE N 01°00'50" E, 86.83 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for corner in the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, from whence a 1/2" iron rod with plastic cap stamped "TX REG NO 100189-00" set for the northwest corner of said Cox Development, Ltd. tract and the southwest corner of said Matthews tract bears S 89°16'29" W, 11.29 feet, and from said set iron rod a found 1/2" iron rod with plastic cap stamped "Half" bears N 89°16'29" E, 0.62 feet;

THENCE N 89°16'29" E (plat~S 89°44'00" E), with the north line of said Cox Development, Ltd. tract and the south line of said Matthews tract, 40.02 feet to the POINT OF BEGINNING and containing 0.2423 acres (10,553 square feet) of land, more or less.

FOR NATHAN D. MAIER CONSULTING ENGINEERS, INC.

  
John L. Melton, R.P.L.S. No. 4268  
Registered Professional Land Surveyor



**NOTES:**

Bearings for this survey are based on the Western Data Systems Texas Cooperative Network ([www.txrtk.com](http://www.txrtk.com)) and are referenced to NAD83 State Plane Coordinate System, Texas North Central Zone 4202. Stations DUNP-g0811 and DML2-g0811 were utilized as base stations during GPS data collection sessions and serve as controlling monuments.

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT



NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
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16000 DALLAS PARKWAY, SUITE 350  
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TBPE REG. NO. F-3082

5/09/2013

PARCEL 15-TE.DWG

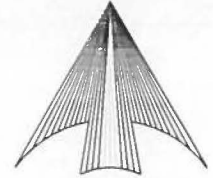
EXHIBIT "A"  
PAGE 3 OF 3  
**PARCEL NO. 15-TE**  
**TEMPORARY EASEMENT**

COX DEVELOPMENT, LTD.  
0.2423 ACRES (10,553 SQUARE FEET)  
J.A. ARMSTRONG SURVEY, ABSTRACT NO. 28  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS

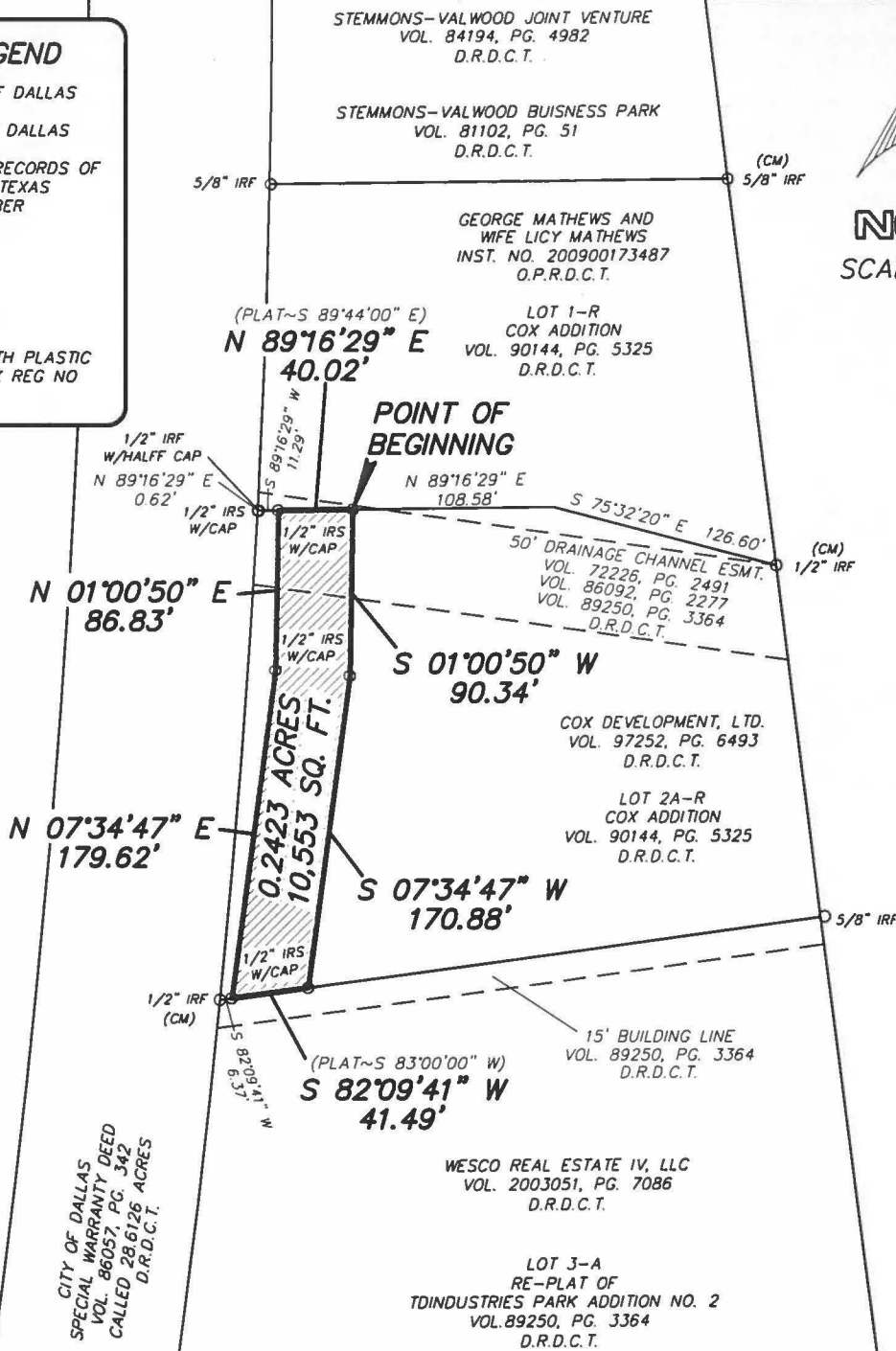
TRACT TWO

**ABBREVIATION LEGEND**

D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS  
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS  
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS  
INST. NO. INSTRUMENT NUMBER  
VOL., PG. VOLUME, PAGE  
C.L. CENTERLINE  
ESMT. EASEMENT  
R.O.W. RIGHT-OF-WAY  
SQ. FT. SQUARE FEET  
IRF IRON ROD FOUND  
IPF IRON PIPE FOUND  
IRS W/CAP IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"



**NORTH**  
SCALE: 1"=100'



CITY OF DALLAS  
SPECIAL WARRANTY DEED  
VOL. 86057, PG. 342  
CALLED 28.6126 ACRES  
D.R.D.C.T.

Dallas Water Utilities  
72-inch ELM FORK TO HARRY HINES  
72-inch ALIGNMENT

NDM

NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
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WWW.AECOM.COM  
TBPE REG. NO. F-3082

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

5/09/2013

PARCEL 15-TE.DWG





## Agenda Information Sheet

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**File #:** 19-464

**Item #:** 31.

---

**STRATEGIC PRIORITY:** Mobility Solutions, Infrastructure, and Sustainability  
**AGENDA DATE:** April 10, 2019  
**COUNCIL DISTRICT(S):** 6  
**DEPARTMENT:** Department of Sustainable Development and Construction  
**EXECUTIVE:** Majed Al-Ghafry

---

### **SUBJECT**

Authorize a boundary adjustment agreement with the City of Irving on properties located **(1)** on the northeast corner of South Northlake Road and Bluegill Bay Road; and **(2)** east of South Northlake Road, south of Belt Line Road to allow more efficient development and delivery of city services - Financing: This action has no cost consideration to the City

### **BACKGROUND**

On August 10, 2016, the City Council authorized a boundary adjustment with the City of Irving. In addition, City Council authorized the City Manager to enter into a treated water service contract and wastewater service contract with the City of Irving to facilitate development and allow for efficient delivery of City services in the West Cell area of the Cypress Waters Development. The boundary adjustment in 2016 included adjusting an approximate 6.5 acres then located in the City of Dallas into the City of Irving. In exchange for the boundary adjustment, the City of Irving agreed to serve wholesale treated water, storm water, and wastewater needs of an approximately 22 acres, 96-lot single-family development within the City of Dallas. A map is attached to show the properties in the 2016 adjustment as well as the parcels in the current request.

In August 2017, a request was submitted by GRBK Edgewood, LLC for consideration of a boundary adjustment of approximately 1.322 acres from the City of Dallas to the City of Irving located on the northeast corner of South Northlake Road and Bluegill Bay Road. The current request is north of the boundary adjustment in 2016.

The initial request in 2017 consisted of adjusting the mutual boundary between the two cities to allow the proposed seven single-family lots be located within the City of Irving to provide consistent services within the subdivision. The proposal only included the property within the proposed lots and did not connect to North Lake Road.



The applicant indicated the request was made due to a design change in the Irving portion of the West Cell Development. The change provided an additional ingress and egress to the South Haven subdivision with seven additional lots being created within the subdivision that lie within the Dallas corporate limits. Given this design change, the existing municipal boundary does not allow for efficient development or delivery of city services for the lots.

Upon receipt of the request, staff discussed options that included an exchange similar to the one made for the boundary adjustment in 2016 as well as identifying a similarly-situated parcel to exchange. Dallas Water Utilities worked with the developer and City of Irving staff to locate a parcel to exchange as well as modifying the size of property to move into the City of Irving.

The proposed boundary adjustment is to exchange approximately 2.0 acres currently within the City of Dallas for an approximate 3.7-acre parcel currently within the City of Irving. The property to move into the City of Dallas is owned by Crow-Billingsley Belt Line Ltd. There are no current plans for the 3.7-acre parcel.

Both properties are less than 1,000 feet in width and qualify under Section 43.031 of the Texas Local Government Code as candidates for the mutually agreeable municipal boundary adjustments. If approved, these two boundary adjustments will consolidate properties north of the Texas Utilities/Oncor Electric transmission corridor within the City of Dallas and will consolidate properties south of this corridor within the City of Irving. This consolidation will allow for more efficient development and delivery of City services.

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

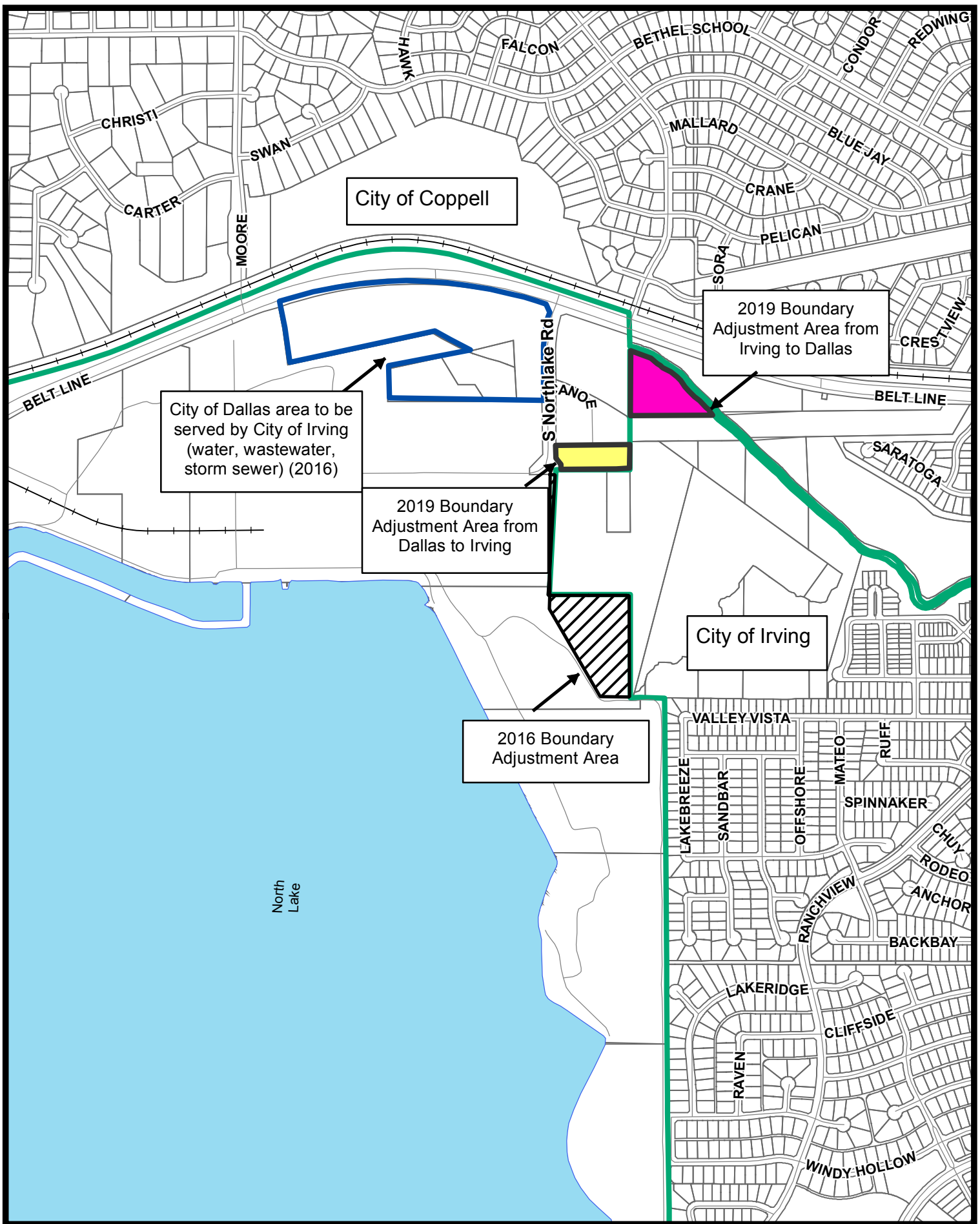
Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 8, 2019.

#### **FISCAL INFORMATION**

This action has no cost consideration to the City.

#### **MAP**

Attached



1:10,000

**Proposed Boundary Adjustment  
with City of Irving**

City of Dallas



GNBK Edgewood, LLC

List of Officers

GRBK Edgewood, LLC

James R. Brickman, Chief Executive Officer and Director

Richard A. Costello, Chief Financial Officer

Jed Dolson, President

April 10, 2019

**WHEREAS**, it is the desire of the cities of Dallas and Irving to adjust their common city limit boundaries in order to establish clear demarcation lines for the efficient development and delivery of city services to their citizens; and

**WHEREAS**, it is the desire of the City of Dallas to enter into a written agreement with the City of Irving wherein both parties agree to adjust their common boundary.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized and directed to execute a boundary adjustment agreement with the City of Irving on behalf of the city, approved as to form by the City Attorney.

**SECTION 2.** That the city agrees to the inclusion of a tract of land, along with all extraterritorial jurisdiction pertaining thereto, located east of Northlake Road, south of Belt Line Road as described in Exhibit A, into the city limits of the City of Dallas.

**SECTION 3.** That the city agrees to the release of a tract of land, along with all extraterritorial jurisdiction pertaining thereto, located at the northeast corner of Northlake road and Bluegill Bay Road in the City of Dallas as described in Exhibit B, into the city limits of the City of Irving.

**SECTION 4.** That the agreement authorized by this resolution shall be ratified by future ordinance, thus effecting an exchange of these tracts of land with the City of Irving.

**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: 3.7239 acres from City of Irving to City of Dallas

**BEING** a 3.7239 acre (162,214 square feet) tract of land situated in the John C. Cook Survey, Abstract No.315, City of Irving, Dallas County, Texas and being a portion of a tract of land described in Warranty Deed to Crow-Billingsley Belt Line, Ltd. recorded in Volume 86068, Page5186, Deed Records of Dallas County, Texas and being more particularly described as follows:

**COMMENCING** at a 5/8-inch iron rod with 3 1/2" aluminum disk stamped "South Haven Addn, KHA, Block 8461" found at the southwest corner of Lot 7X, Block H, and in the north line of Lot 6, Block H of South Haven Addition, an addition to the City of Irving, Texas, according to the plat thereof recorded in Instrument No. 201800020024, of said Official Public Records and the southeast corner of a 5.491 acre tract of land described in Special Warranty Deed to GRBK Edgewood LLC, recorded in Instrument No. 201700189399, Official Public Records of Dallas County, Texas;

**THENCE** with the east line of said 5.491 acre tract, the west line of said South Haven Addition plat and the west line of a 9.34 acre tract of land described in deed to Dallas Power and Light Company, recorded in Volume 4594, Page 300, of said Deed Records, North 0°34'58" West, passing at a distance of 333.41 feet to a 1/2" iron rod found for the northeast corner of said 5.491 acre tract and the southeast corner of a 5.8430 acre tract of land described in Special Warranty Deed to Billingsley Yorkshire Partners, Ltd. recorded in Instrument No. 201500096360 and Instrument No. 201500096361, of said Official Records, in all a total distance of 365.54 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said 9.34 acre tract, and being the **POINT OF BEGINNING**;

**THENCE** with the west line of said Crow-Billingsley Belt Line, Ltd. tract and the east line of said 5.8430 acre tract, North 0°34'58" West, a distance of 456.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the southwest bank of Grapevine Creek as described in the Approximate Location of City Limit Line according to Ordinance No. 8394, dated October 17, 1955;

**THENCE** departing said west line of the Crow-Billingsley Belt Line, Ltd. tract and said east line of the 5.8430 acre tract and along said southwest bank of Grapevine Creek of the Ordinance No. 8394, and over and across said Crow-Billingsley Belt Line, Ltd. tract the following courses and distances to wit:

South 71°35'00" East, a distance of 15.44 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 85°36'23" East, a distance of 67.41 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 69°00'01" East, a distance of 42.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 57°26'16" East, a distance of 41.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 55°04'24" East, a distance of 146.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 56°57'59" East, a distance of 72.63 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 36°57'43" East, a distance of 86.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 44°44'13" East, a distance of 160.02 feet to a 5/8" iron rod with plastic cap stamped "KHA" set;  
South 41°34'56" East, a distance of 119.81 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the north line of said 9.34 acre tract;

**THENCE** with said north line of the 9.34 acre tract, South 88°46'24" West, a distance of 577.05 feet to the **POINT OF BEGINNING** and containing 3.7239 acres or 162,214 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

(For SPRG use only)

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

SPRG NO: \_\_\_\_\_

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER  
SUITE 700  
DALLAS, TEXAS 75240  
PH. (972) 770-1300  
dana.brown@kimley-horn.com



3.7239 ACRES  
JOHN C. COOK SURVEY,  
ABSTRACT NO. 315  
CITY OF IRVING, DALLAS  
COUNTY, TEXAS

**Kimley»Horn**

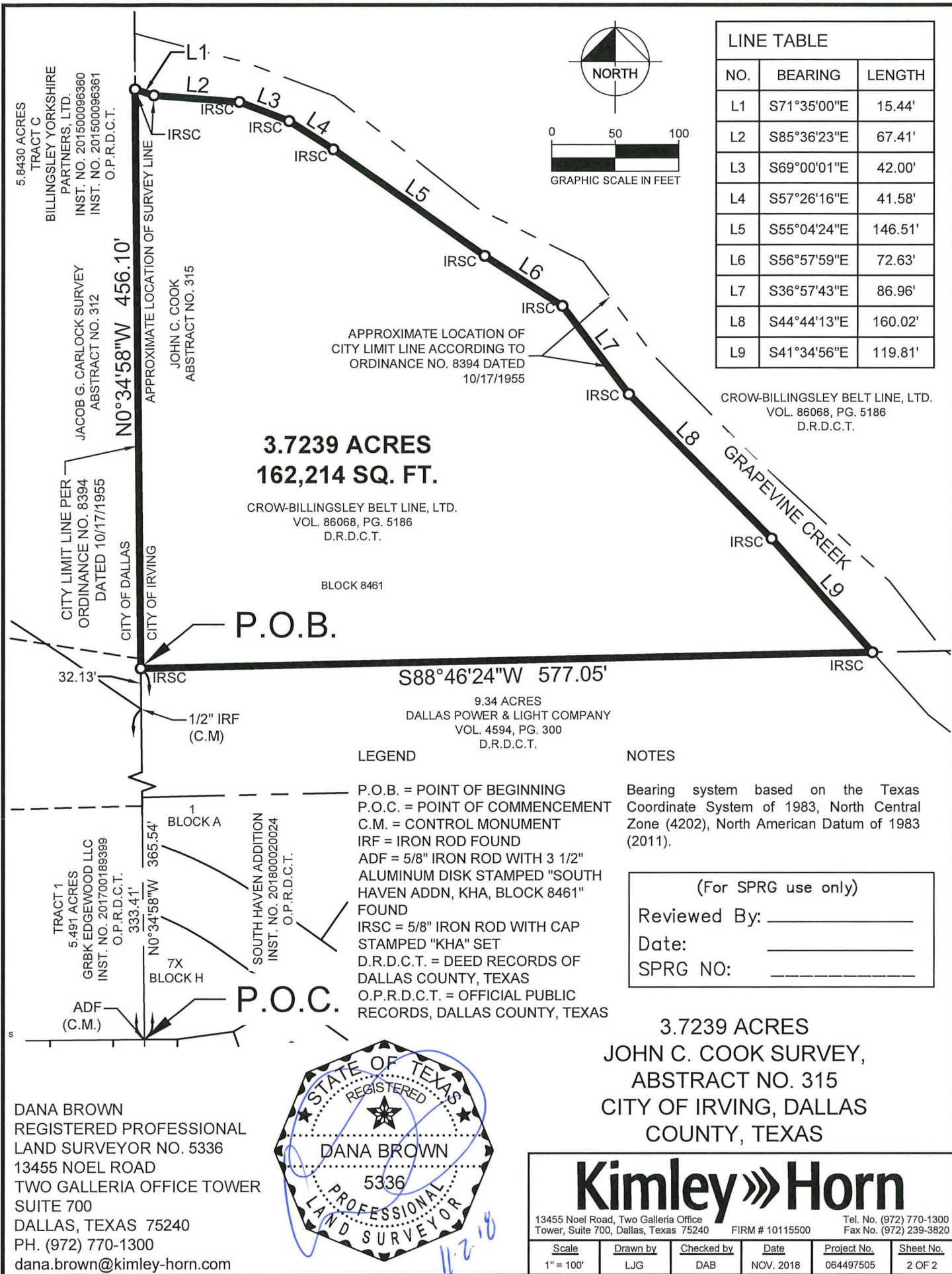
13455 Noel Road, Two Galleria Office  
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LJG	DAB	NOV. 2018	064497505	1 OF 2





# Exhibit B: 2.0112 Acres From City of Dallas to City of Irving

**BEING** a 2.0112 acre (87,608 square feet) tract of land situated in the Jacob G. Carlock Survey, Abstract No. 312, City of Dallas Block 8461, City of Dallas, Dallas County, Texas and being part of a 5.491 acre tract of land described in Special Warranty Deed to GRBK Edgewood LLC, recorded in Instrument No. 201700189399, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with 3 1/2" aluminum disk stamped "South Haven Addn, KHA, Block 8461" found at the southwest corner of Lot 7X, Block H, and in the north line of Lot 6, Block H of South Haven Addition, an addition to the City of Irving, Texas, according to the plat thereof recorded in Instrument No. 201800020024, of said Official Public Records and the southeast corner of said 5.491 acre tract;

**THENCE** with the south line of said 5.491 acre tract and the north line of said Block H, South Haven Addition, South 89°29'28" West, a distance of 458.97 feet to a 5/8-inch iron rod with 3 1/2" aluminum disk stamped "South Haven Addn, KHA, Block 8461" found for the southwest corner of said 5.491 acre tract, and in the east right-of-way line of North Lake Road, a variable width right-of-way easement to the County of Dallas, recorded in Volume 4669, Page 443, of said Deed Records, from which a 1/2" iron rod found for the southerly terminus of said North Lake Road, bears South 89°29'28" West, a distance of 40.07 feet;

**THENCE** with said east right-of-way line of North Lake Road and the west line of said 5.491 acre tract the following courses and distances to wit:

North 0°30'56" West, a distance of 30.00 feet to a 5/8-inch iron rod with 3 1/2" aluminum disk stamped "South Haven Addn, KHA, Block 8461" found for corner;

North 45°30'56" West, a distance of 56.57 feet to a 5/8-inch iron rod with 3 1/2" aluminum disk stamped "South Haven Addn, KHA, Block 8461" found for corner;

North 0°30'56" West, a distance of 105.54 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** departing said east right-of-way line of North Lake Road, over and across said 5.491 acre tract, North 88°33'15" East, a distance of 498.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the east line of said 5.491 acre tract and in the west line of Lot 1, Block A of said South Haven Addition plat;

**THENCE** with said east line of the 5.491 acre tract and the west line of said Lot 1, Block A and said Lot 7, Block H, of the South Haven Addition plat, South 0°34'47" East, a distance of 183.70 feet to the **POINT OF BEGINNING** and containing 2.0112 acres or 87,608 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

(For SPRG use only)

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

SPRG NO: \_\_\_\_\_

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER  
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DALLAS, TEXAS 75240  
PH. (972) 770-1300  
dana.brown@kimley-horn.com



2.0112 ACRES  
PART OF CITY OF DALLAS  
BLOCK 8461  
JACOB G. CARLOCK SURVEY,  
ABSTRACT NO. 312  
CITY OF DALLAS, DALLAS  
COUNTY, TEXAS

**Kimley»Horn**

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LJG	DAB	NOV. 2018	064497505	1 OF 2







## Agenda Information Sheet

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**File #:** 19-290

**Item #:** 41.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 9, 10, 12, 13

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with RJN Group, Inc. for the engineering design of Erosion Control Contract No. A (list attached to the Agenda Information Sheet) - Not to exceed \$573,981.38 - Financing: Flood Control (D) Fund (2017 Bond Funds)

### **BACKGROUND**

This action will authorize a professional services contract with RJN Group, Inc. for the engineering design of 13 erosion control improvement projects.

The stream banks located along various property boundaries are experiencing severe erosion. This project will evaluate options to address erosion and develop construction documents to stabilize eroded stream banks utilizing gabion walls or other approved erosion control structures. The proposed improvements will stabilize the existing stream banks while staying within the existing property boundary and floodway or erosion control easements.

The services provided include project management, topographic and boundary surveys, subsurface utility exploration, geotechnical investigations, permitting assistance, structural analysis, development of conceptual and preliminary construction plans, and development of pre-final and final construction plans and special specifications.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas Administrative Directive 4-5 procurement guidelines.

Following are the locations and design costs for each project:

**Erosion Control Improvements**

<b><u>Project</u></b>	<b><u>Council District</u></b>	<b><u>Amount</u></b>
10500 Block of Clearbrook Lane	9	\$ 20,741.25
3604 Hillside Drive	9	\$ 20,649.25
1407 Oates Drive	9	\$ 26,154.00
8470-8506 Britannia Way	10	\$ 37,281.00
8903, 8907, 8911 Clubcreek Circle	10	\$120,827.50
10720, 10726 Meadowcliff Lane	10	\$117,746.25
17309, 17315 Stedman Circle	12	\$ 41,453.50
15821, 15827 Nedra Way	12	\$ 20,026.75
17418 Riverhill Drive	12	\$ 25,944.00
5719 Brushy Creek Trail	12	\$ 43,388.00
7106, 7110, 7114 Claren Court	12	\$ 23,923.50
6201 Baymar Lane	12	\$ 27,630.13
Joe's Creek, TXU Right of Way & 3900 Vinecrest Drive	13	\$ 48,216.25

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	May 2020
Begin Construction	November 2020
Complete Construction	May 2022

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Flood Control (D) Fund (2017 Bond Funds) - \$573,981.38

Estimated Future Cost - Construction - \$3,586,926.20



<u>Council District</u>	<u>Amount</u>
9	\$ 67,544.50
10	\$275,854.75
12	\$182,365.88
13	<u>\$ 48,216.25</u>
Total	\$573,981.38

**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 \$
\$573,981.38	Architectural & Engineering	25.66%	51.44%	\$295,233.25
• This contract exceeds the M/WBE goal.				

**OWNER**

**RJN Group, Inc.**

Daniel Jackson, Vice President

**MAPS**

Attached

Segment List  
Contract No. 19-063E  
Erosion Control Contract No. A  
**Stormwater Project Management**

**District 9**

Clearbrook Lane, 10500 Block  
3604 Hillside Drive  
1407 Oates Drive

**District 10**

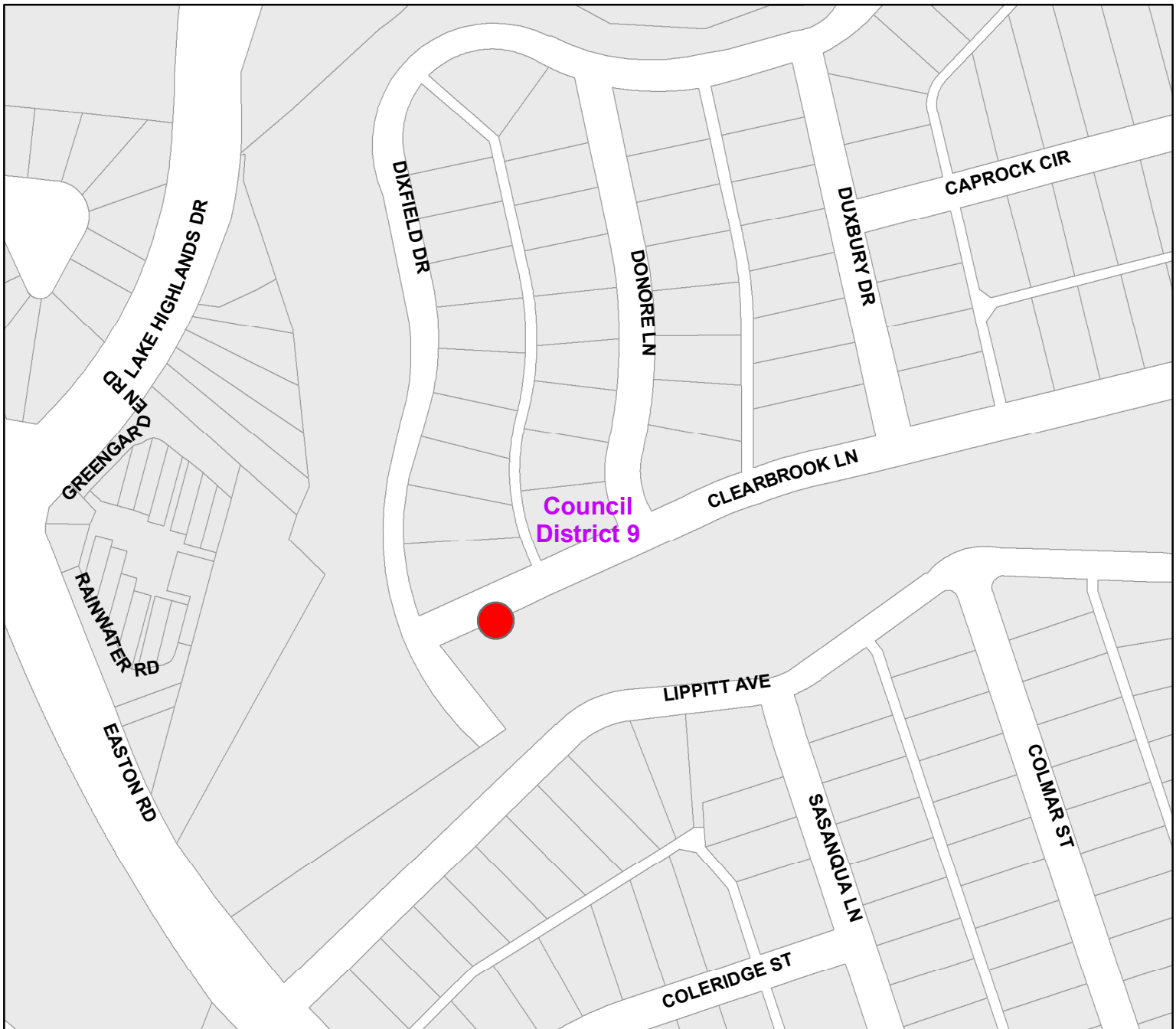
8470-8506 Britannia Way  
8903, 8907, 8911 Clubcreek Circle  
10720, 10726 Meadowcliff Lane

**District 12**

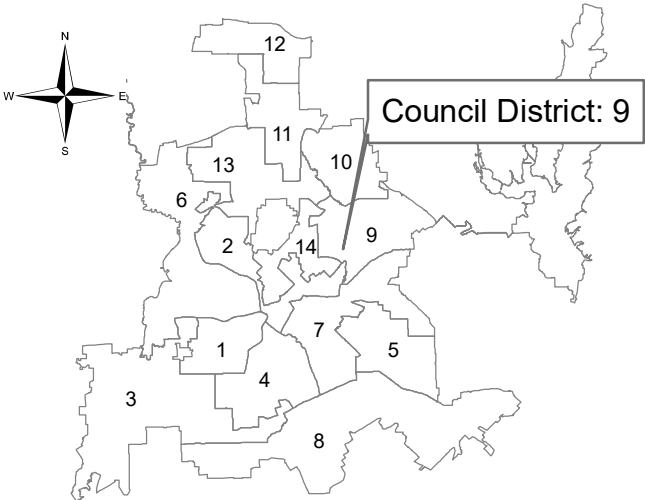
17309, 17315 Stedman Circle  
15821, 15827 Nedra Way  
17418 Riverhill Drive  
5719 Brushy Creek Trail  
7106, 7110, 7114 Claren Court  
6201 Baymar Lane

**District 13**

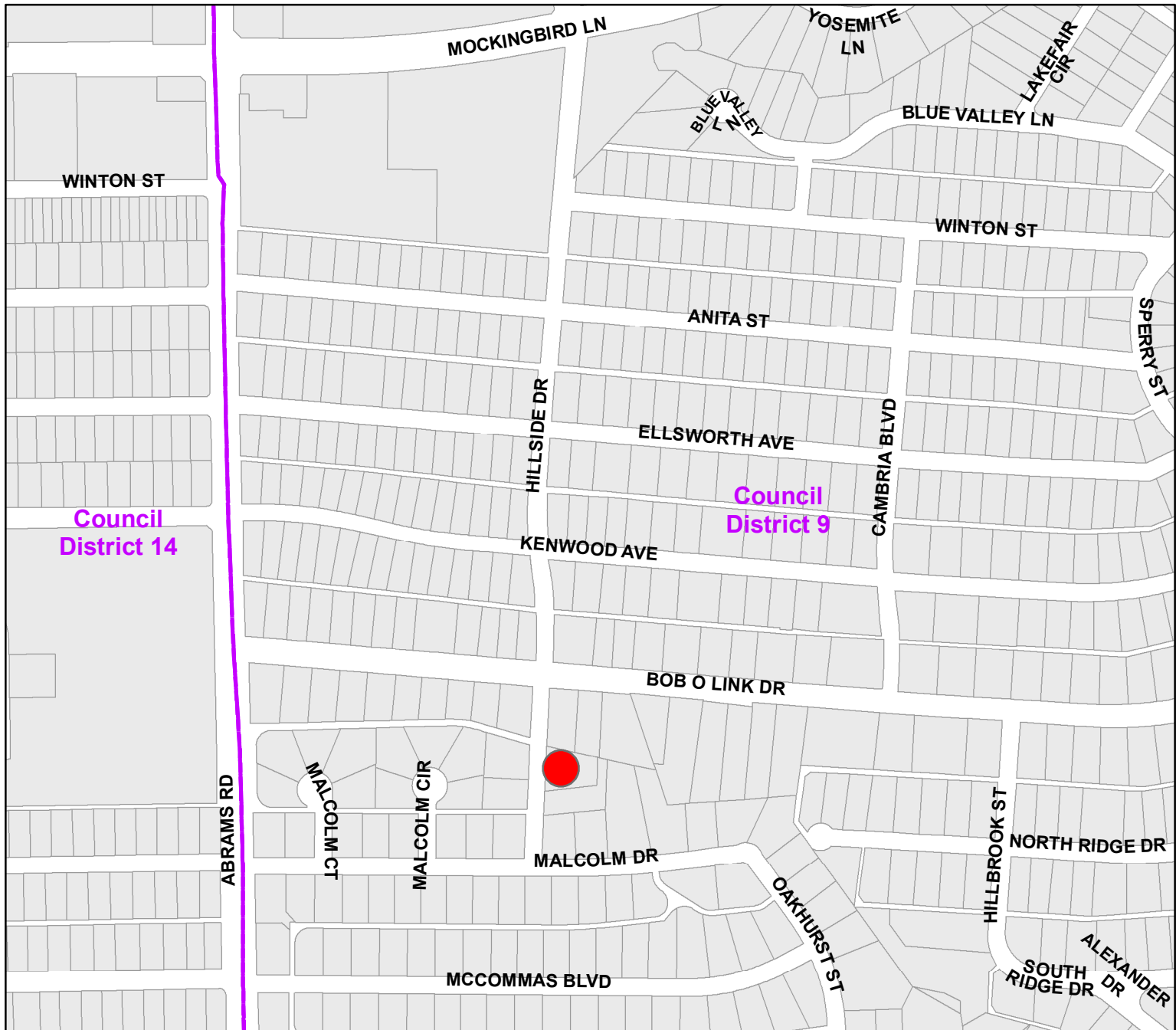
Joe's Creek - TXU ROW & 3900 Block Vinecrest Drive



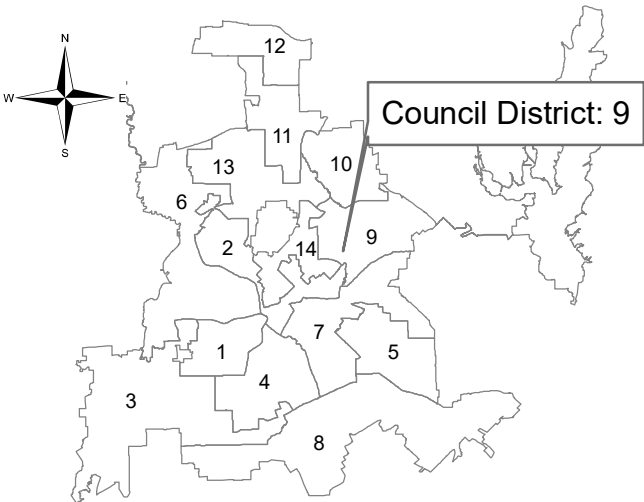
Clearboork Lane, 10500 Block



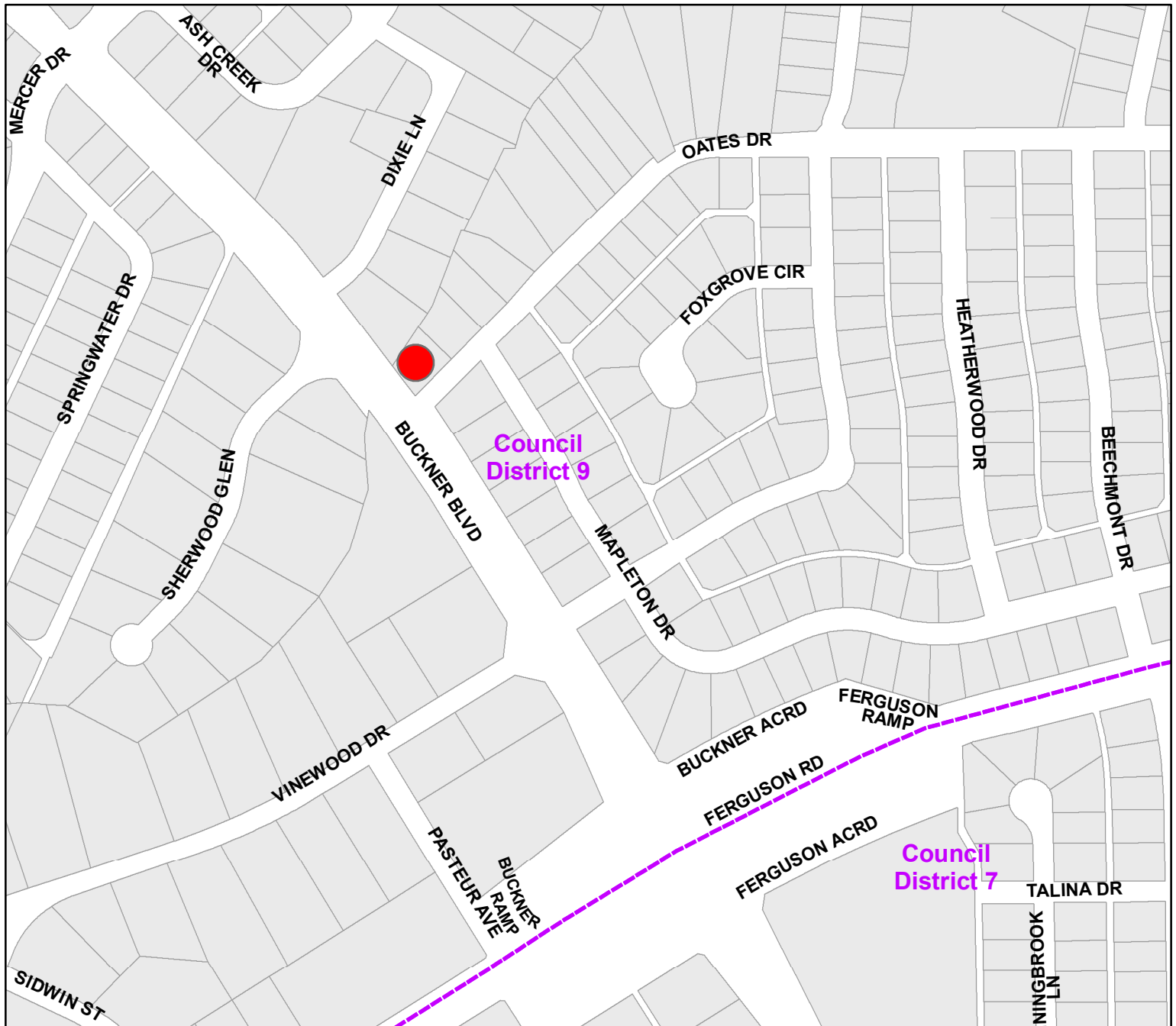
**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**



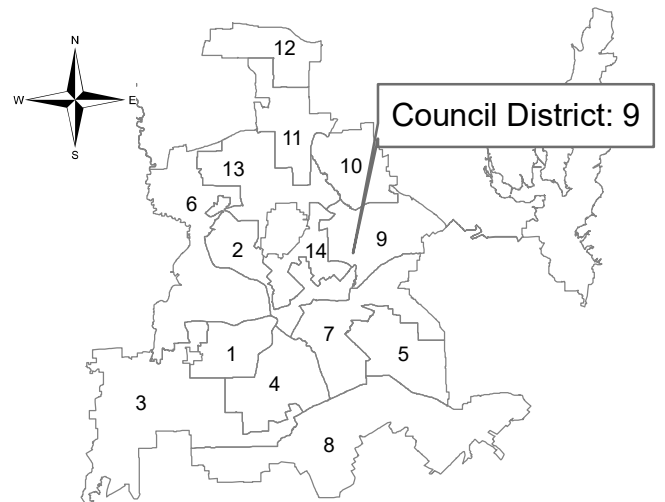
3604 Hillside Drive



**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**

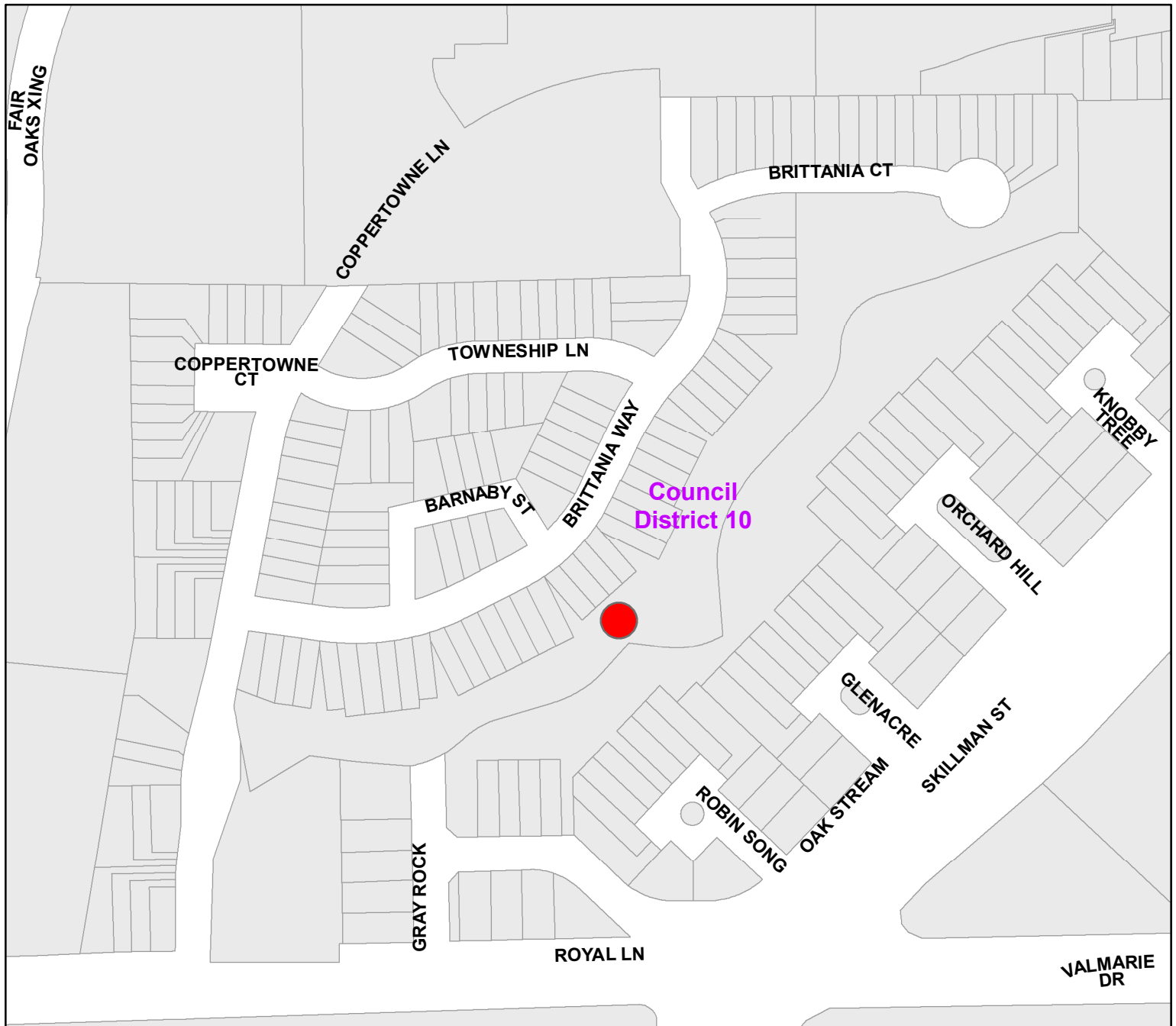


1407 Oates Drive

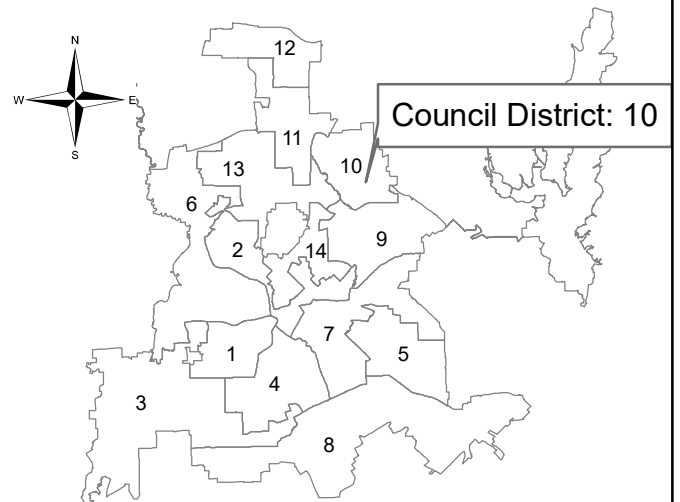


**Dallas Water Utilities  
Contract No. 19-063E  
Erosion Contract Group A  
Stormwater Project Management**

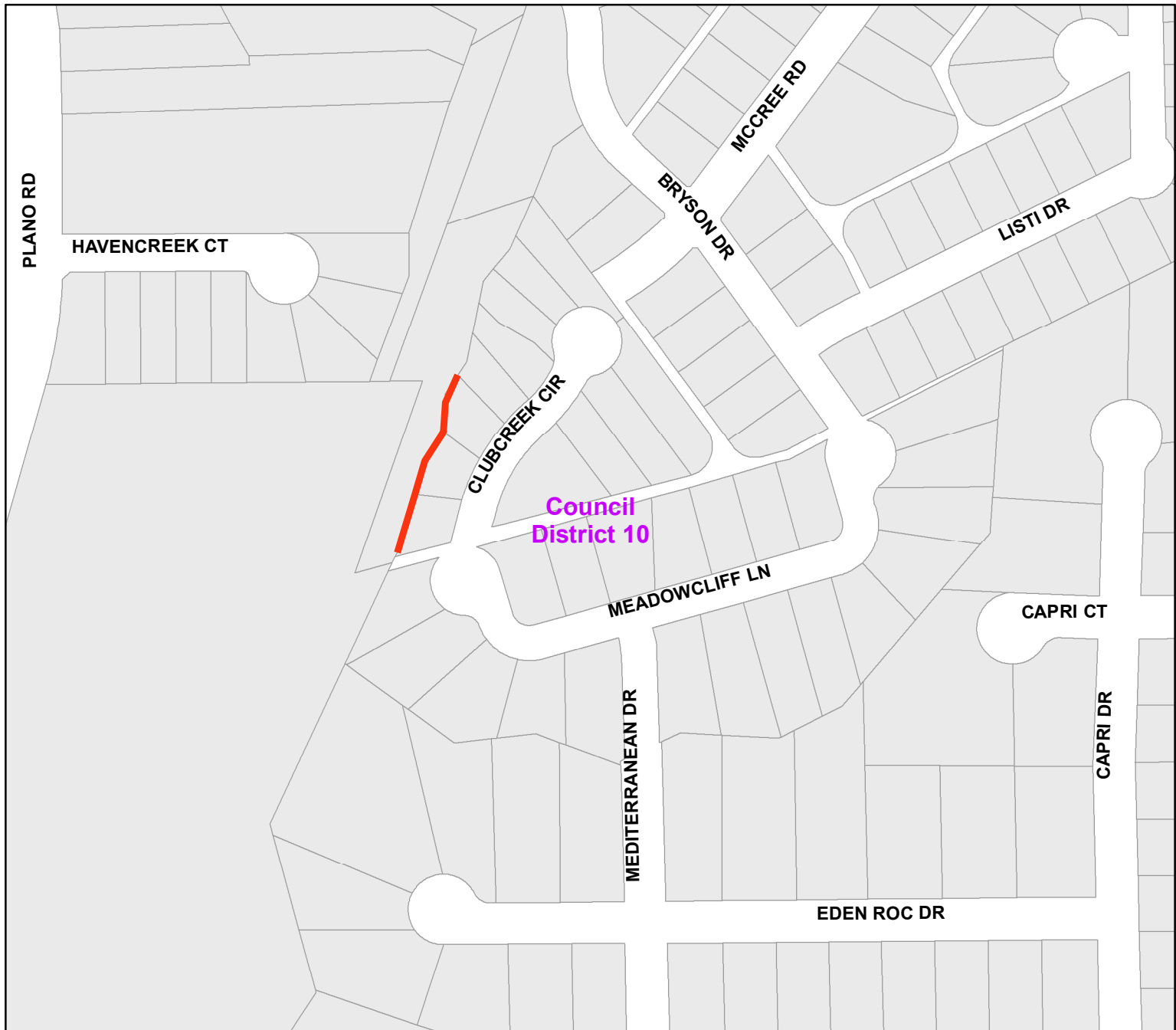




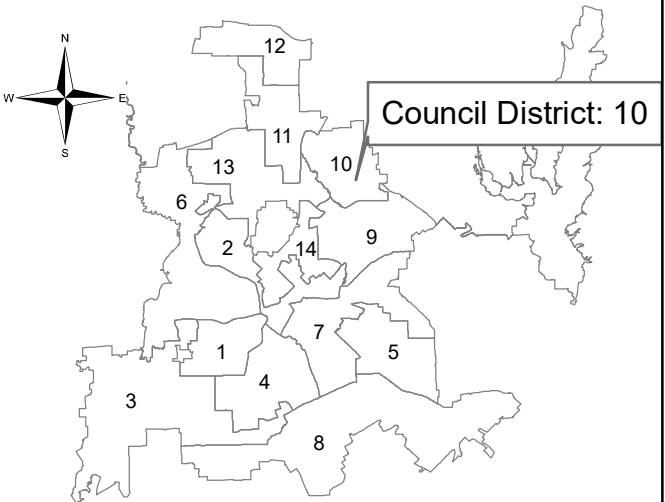
8470-8506 Brittania Way



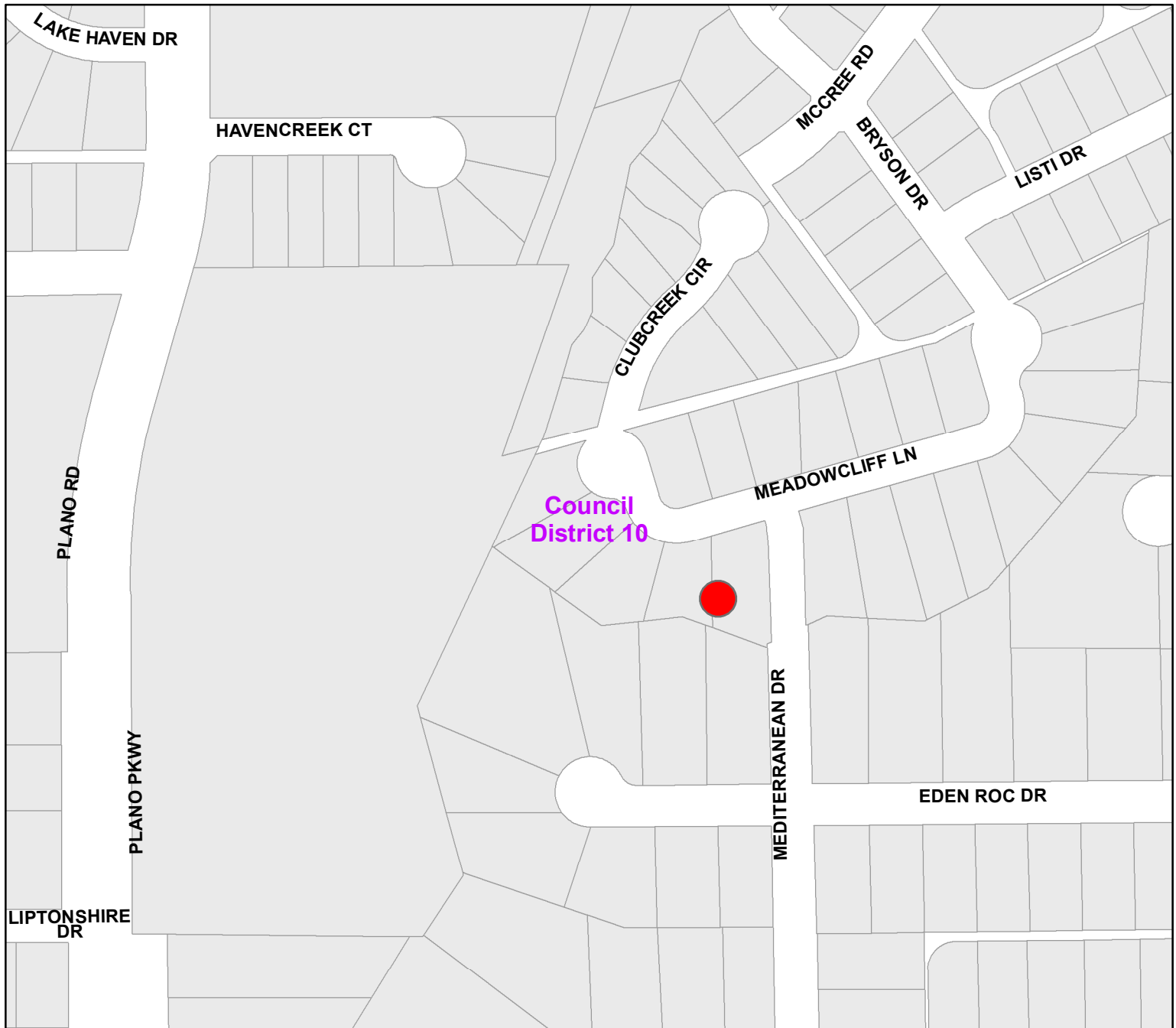
**Dallas Water Utilities  
Contract No. 19-063E  
Erosion Contract Group A  
Stormwater Project Management**



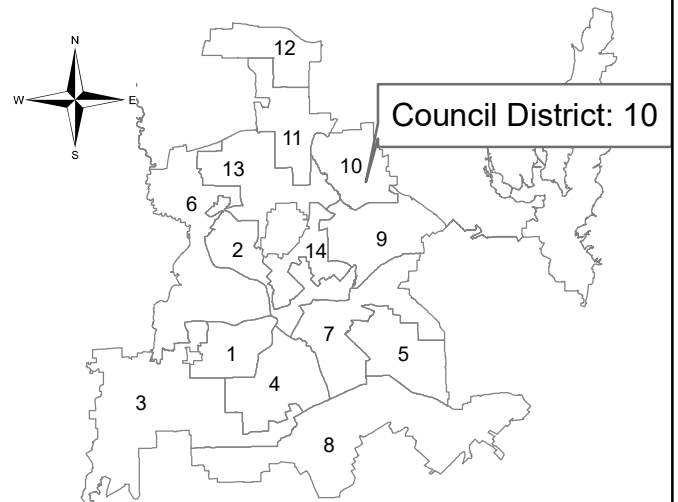
8903, 8907, 8911 Clubcreek Circle



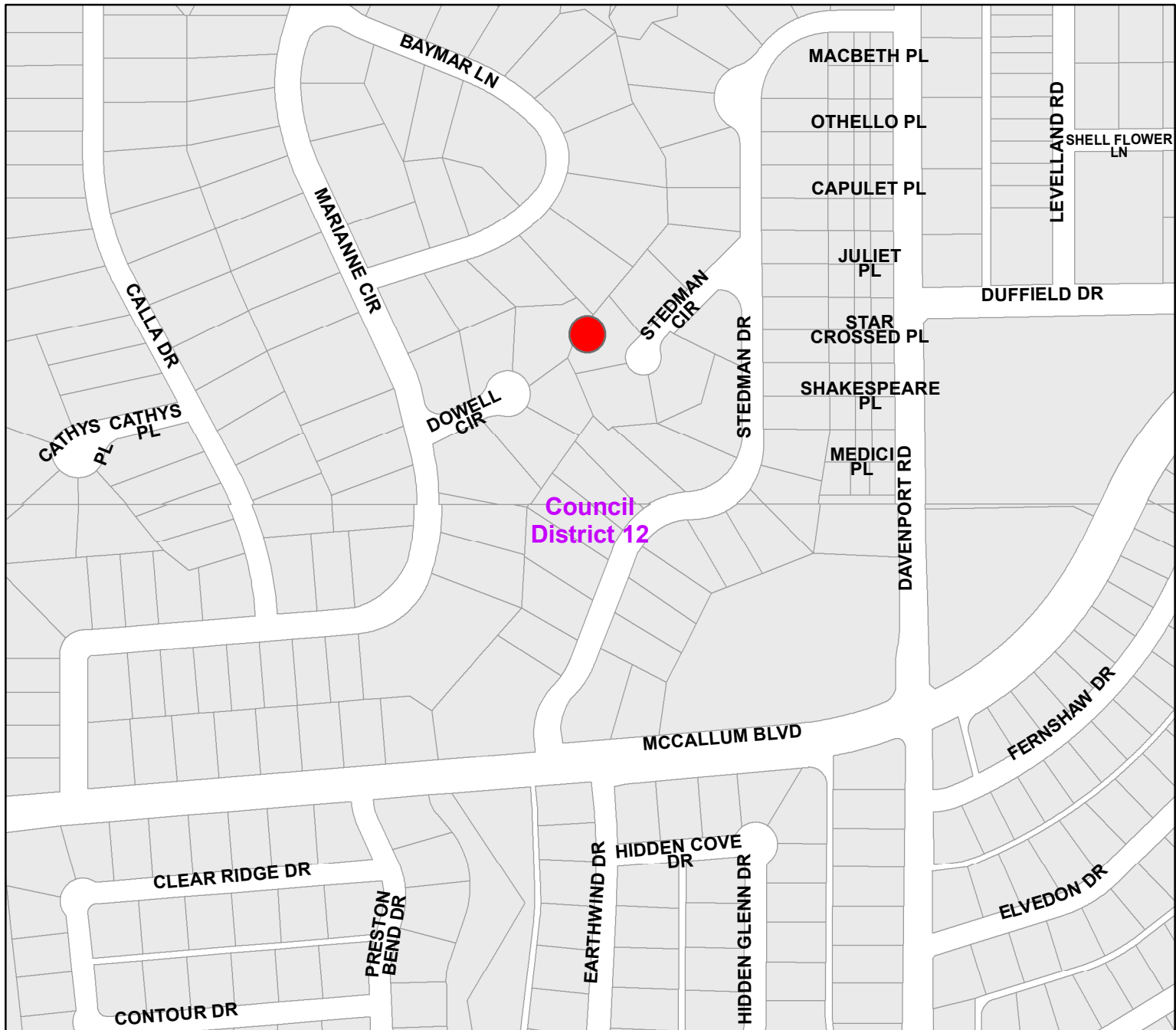
**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**



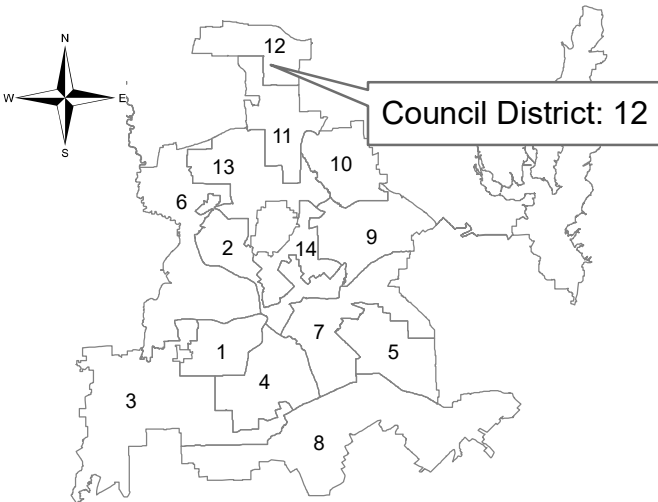
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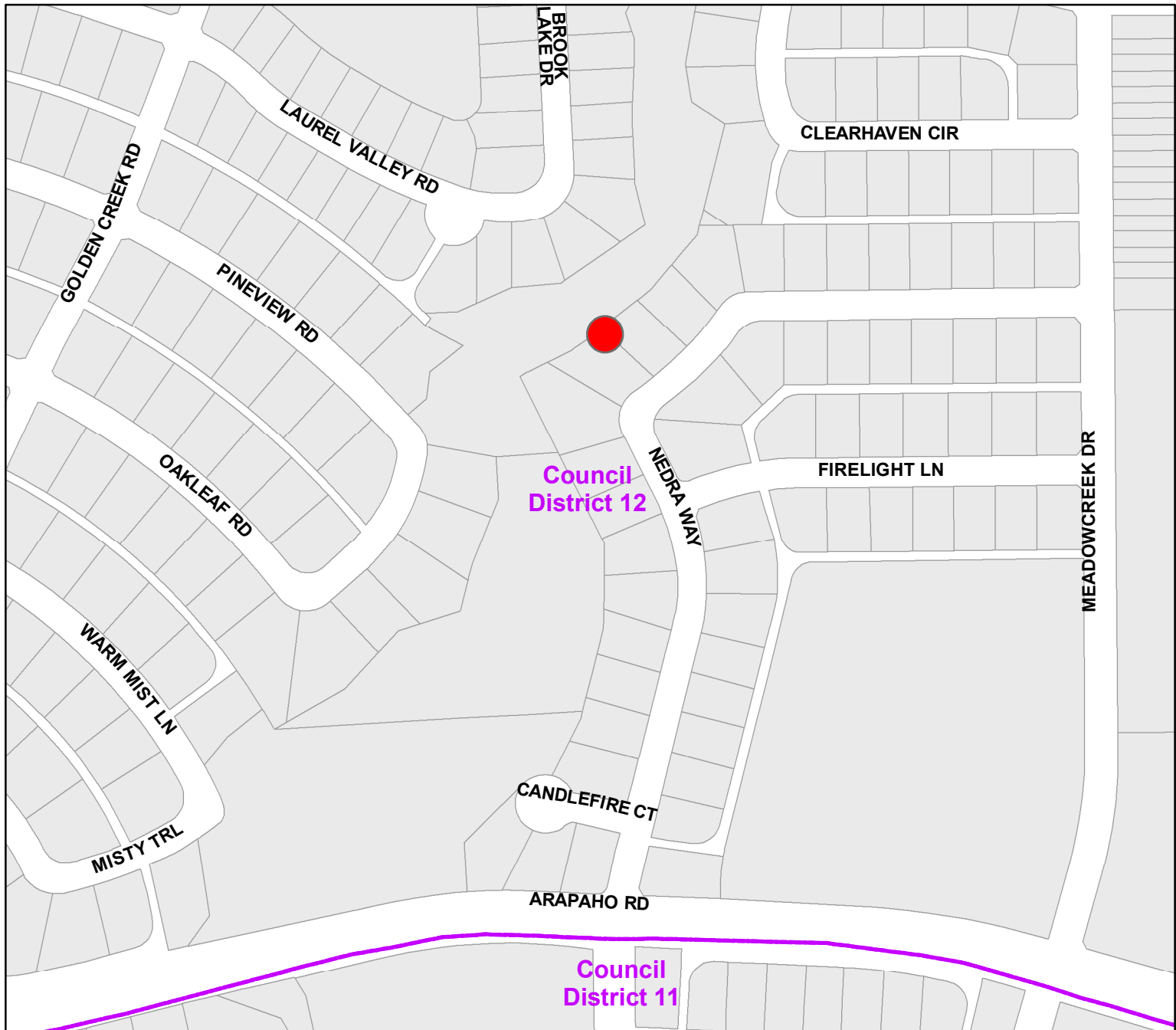
**Dallas Water Utilities  
Contract No. 19-063E  
Erosion Contract Group A  
Stormwater Project Management**



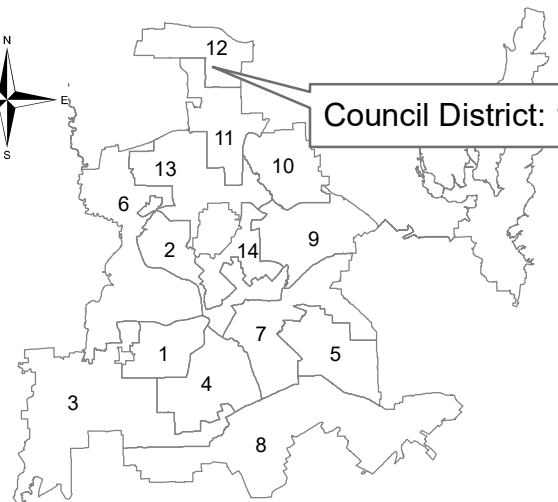
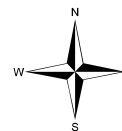
17309, 17315 Stedman Circle



**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**

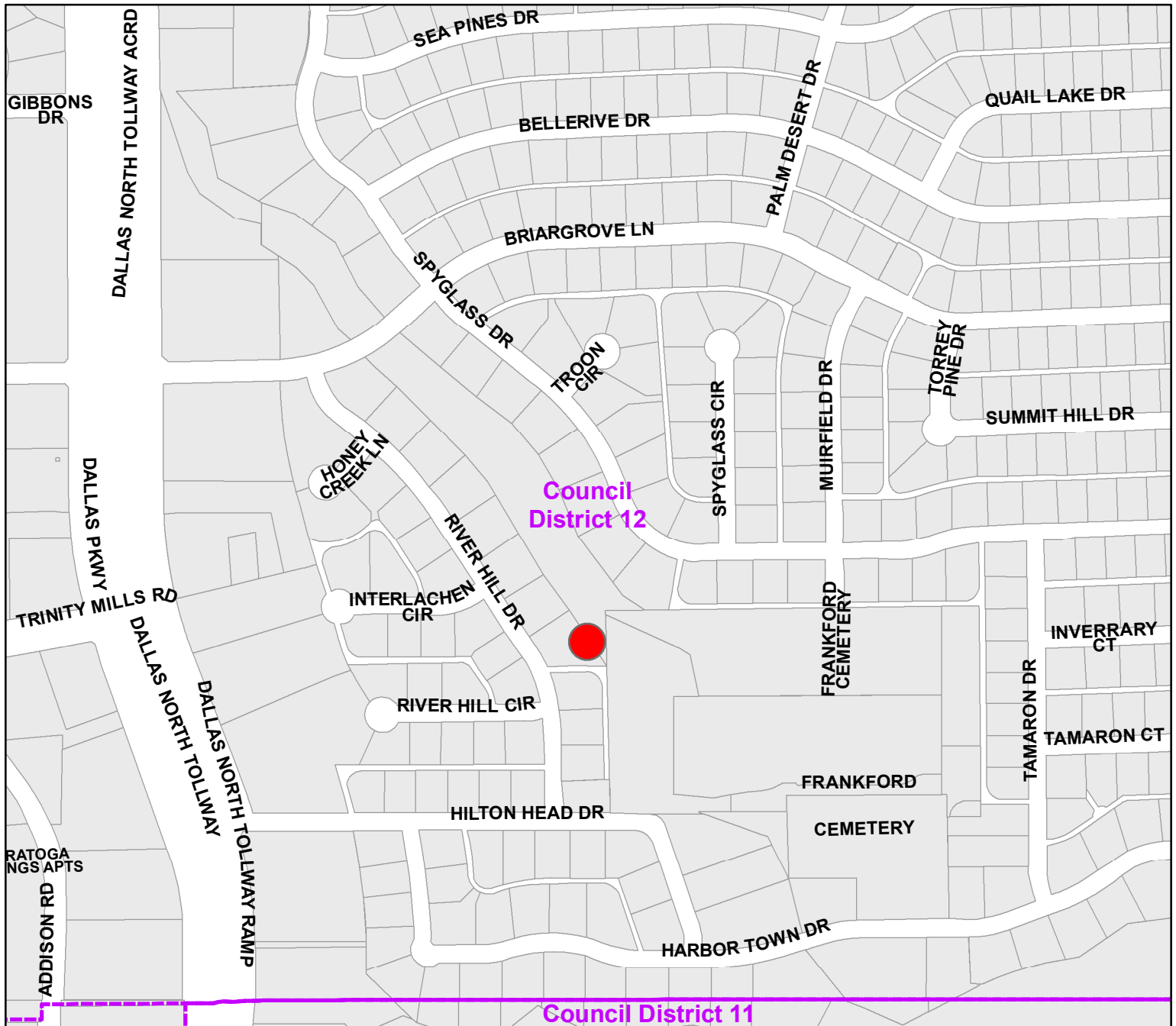


15821, 15827 Nedra Way

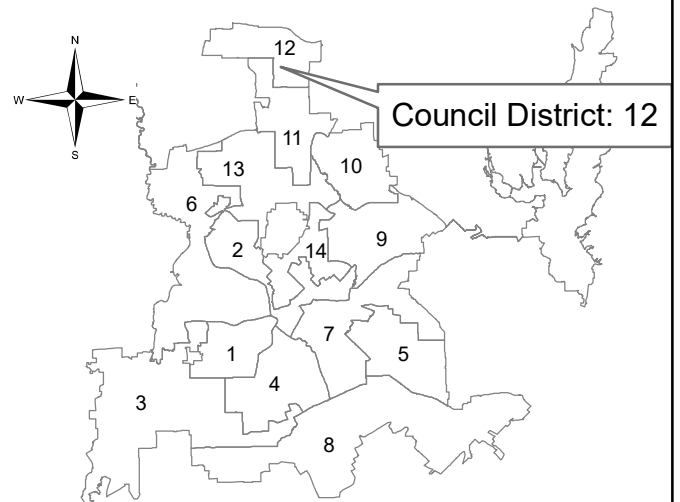


**Dallas Water Utilities  
Contract No. 19-063E  
Erosion Contract Group A  
Stormwater Project Management**

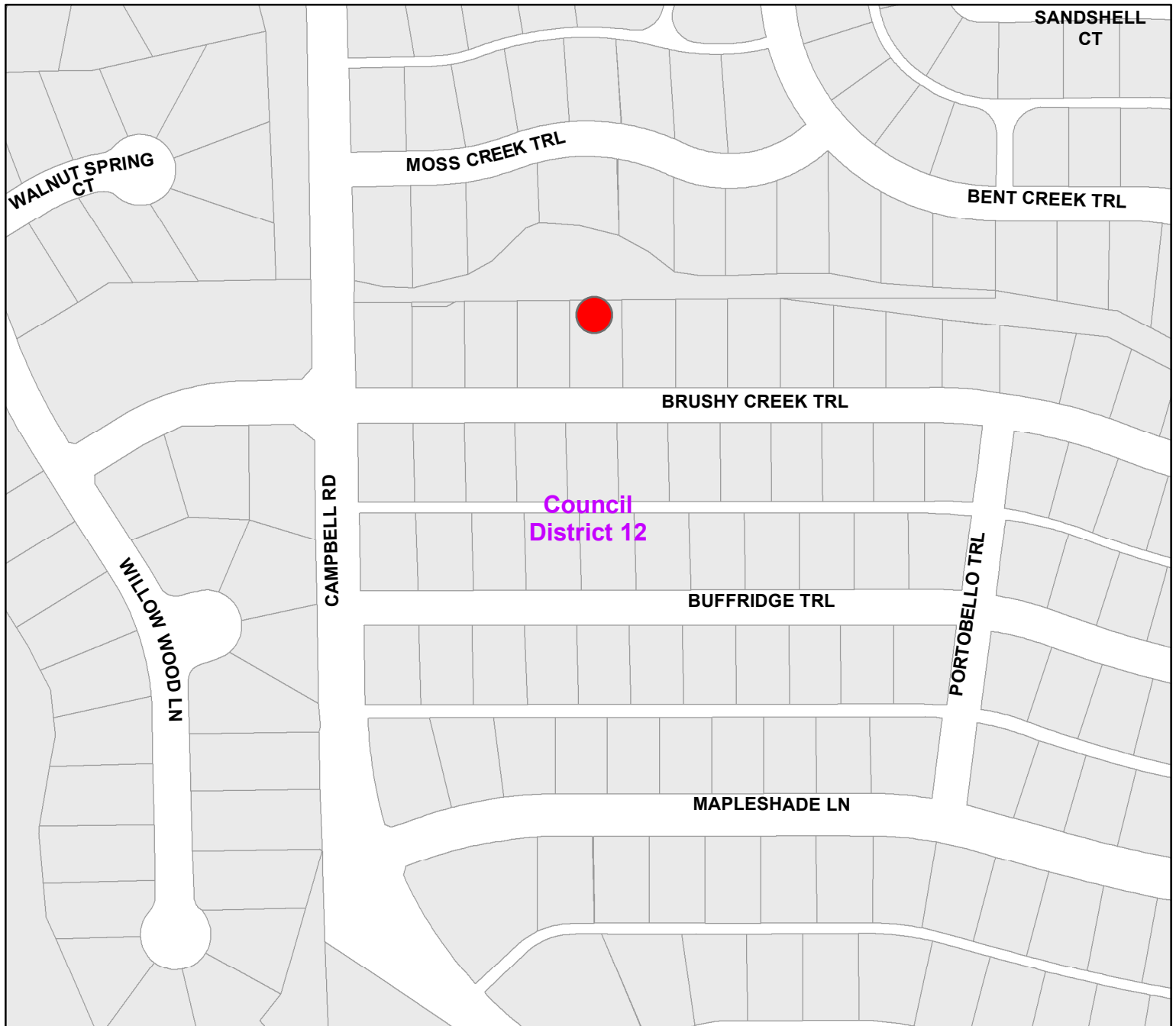




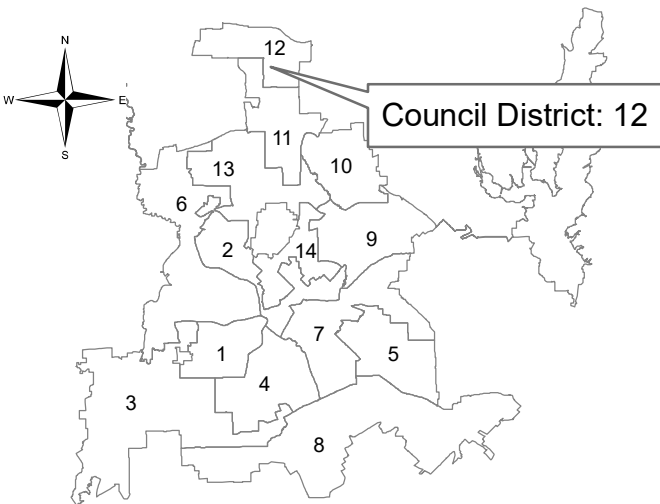
17418 Riverhill Drive



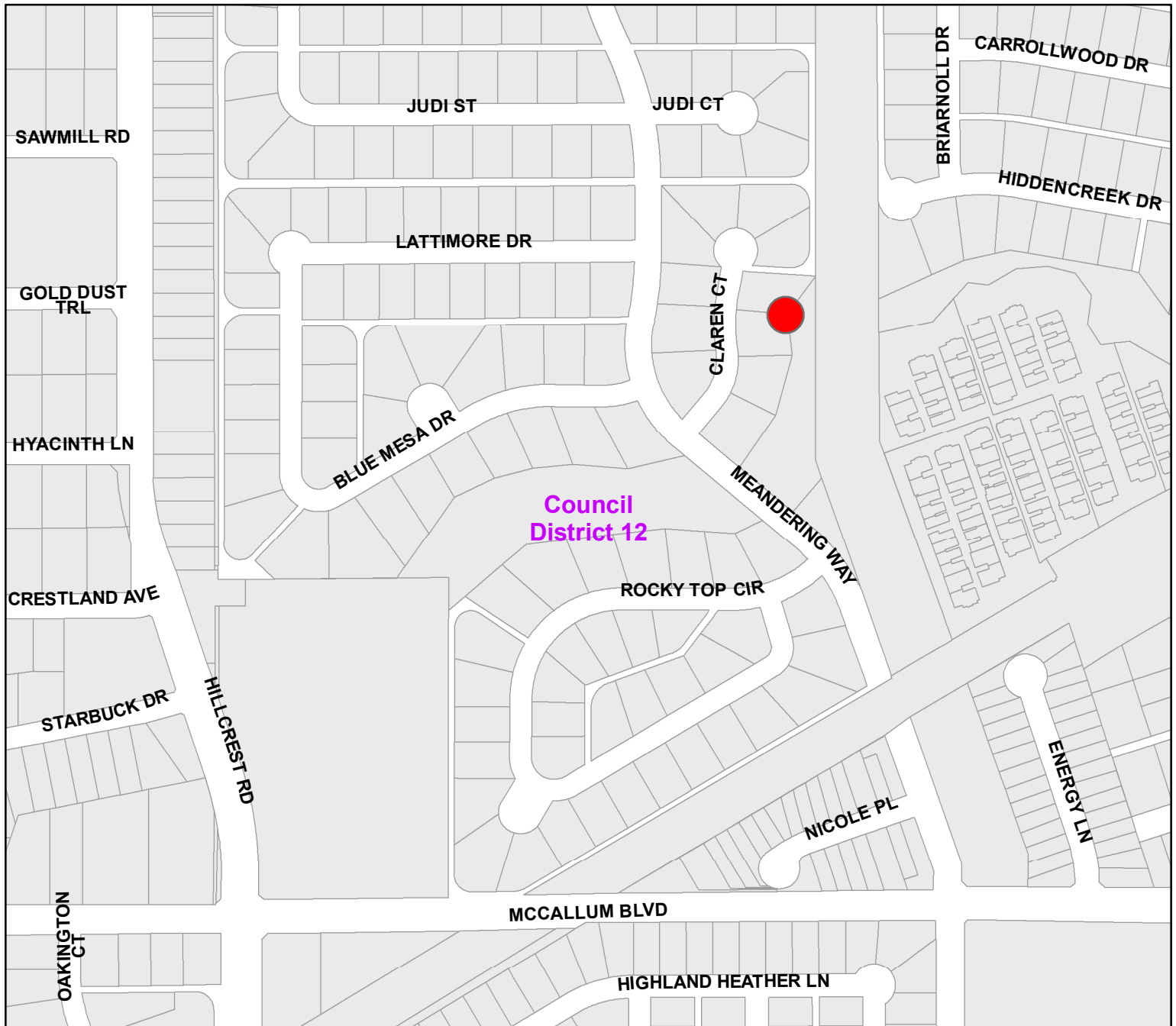
**Dallas Water Utilities  
Contract No. 19-063E  
Erosion Contract Group A  
Stormwater Project Management**



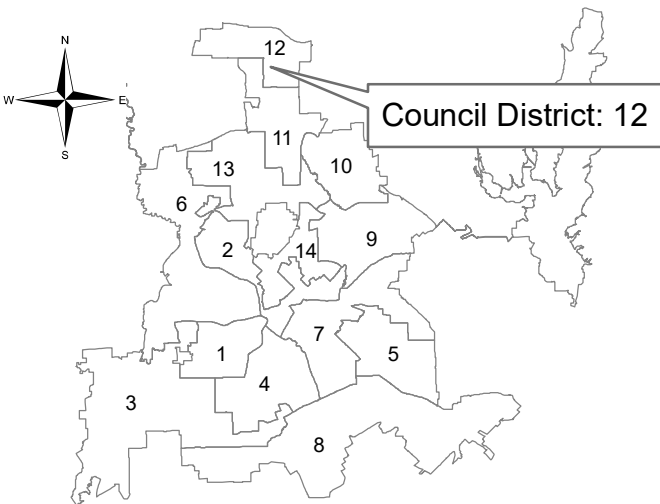
5719 Brushy Creek Trail



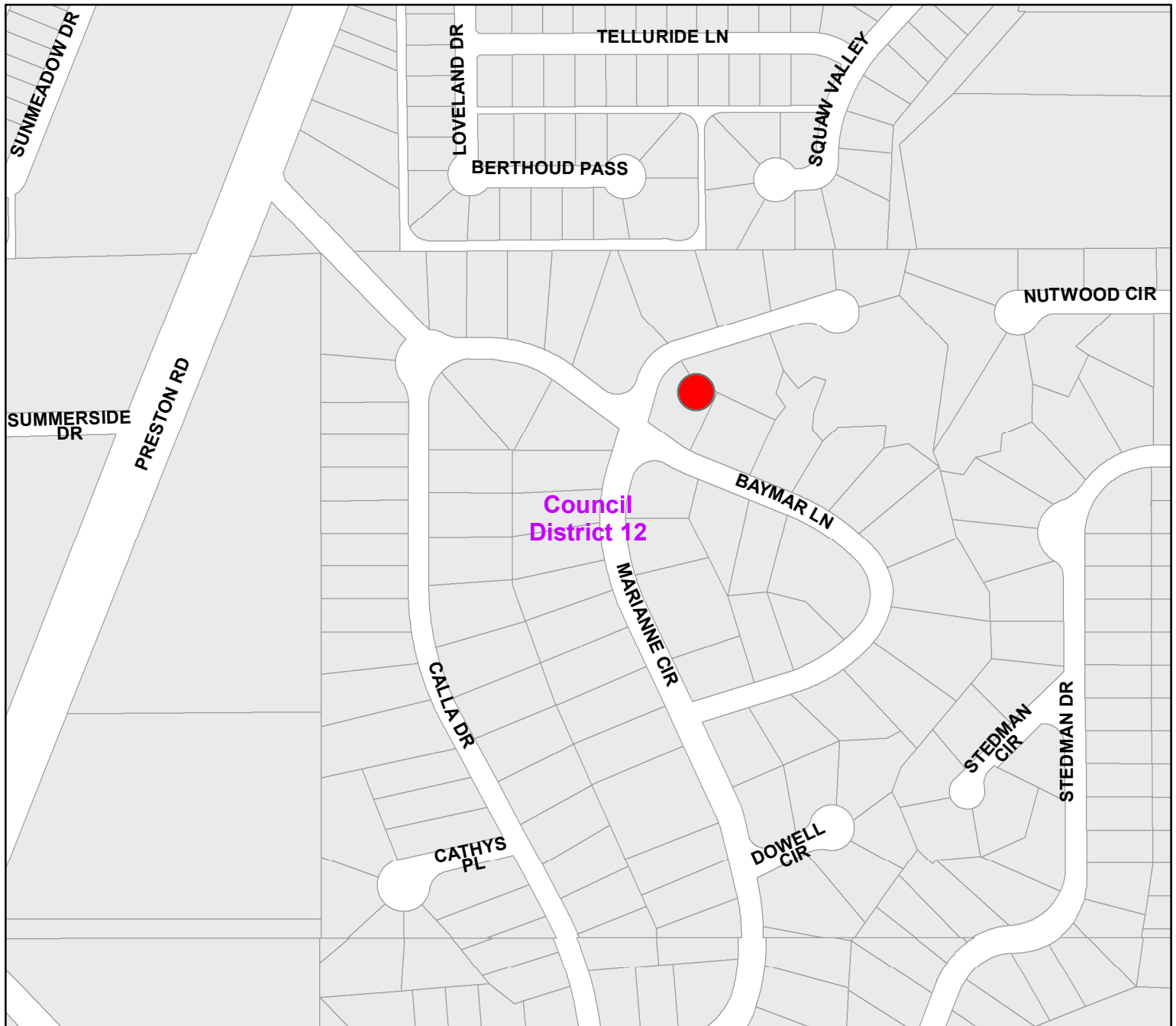
**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**



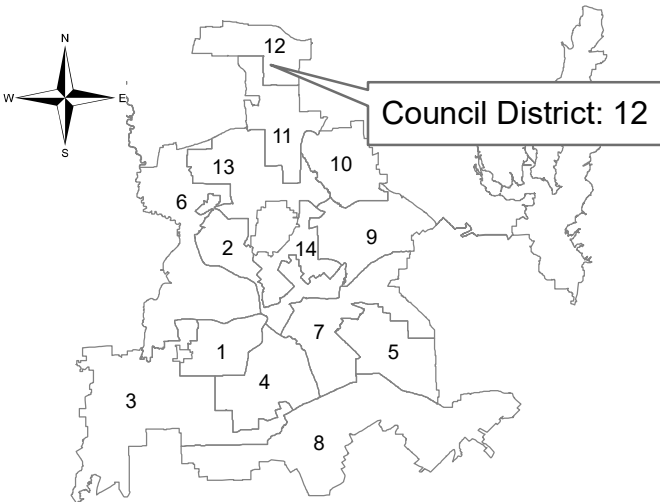
7106, 7110, 7114 Claren Court



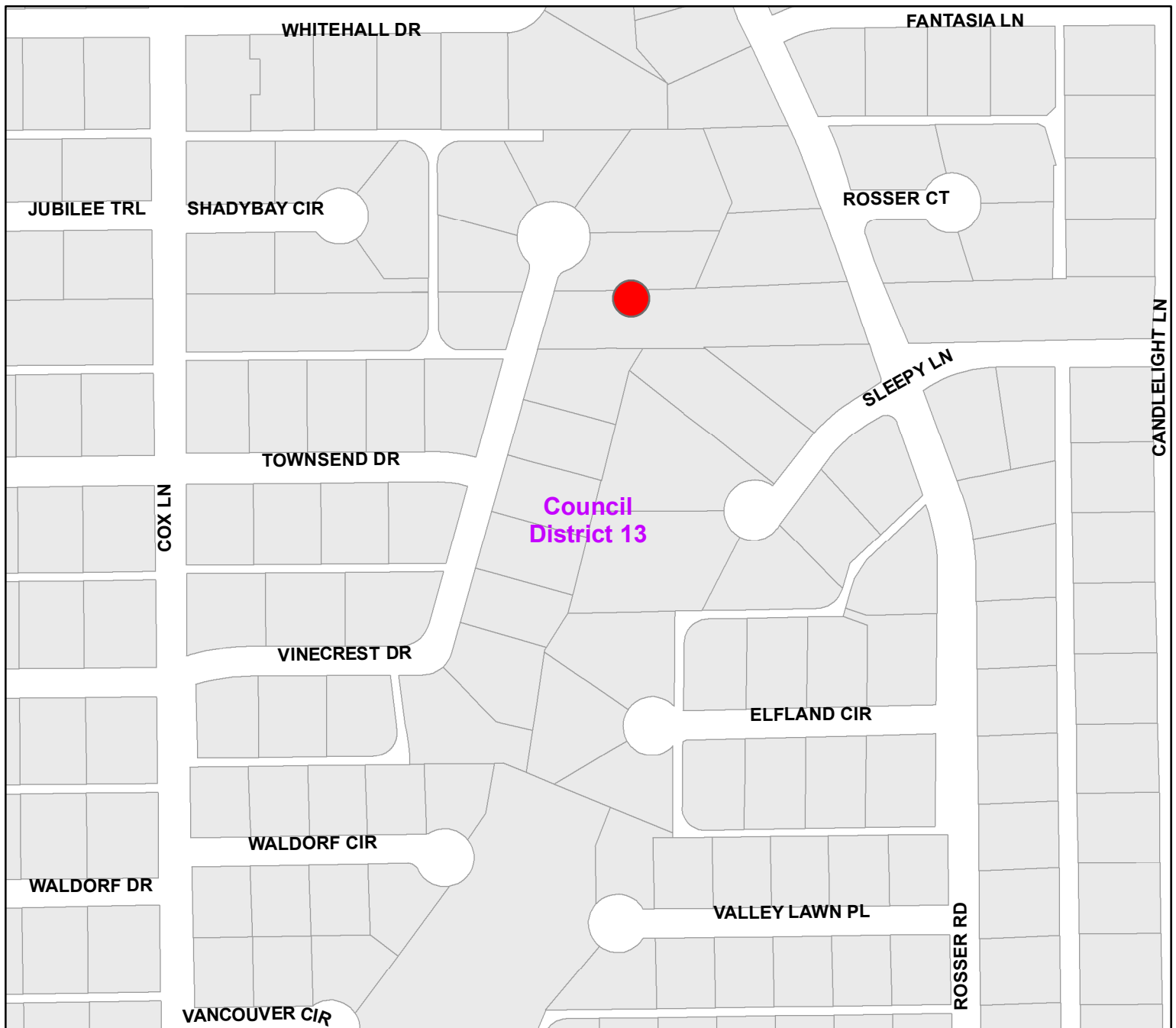
**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**



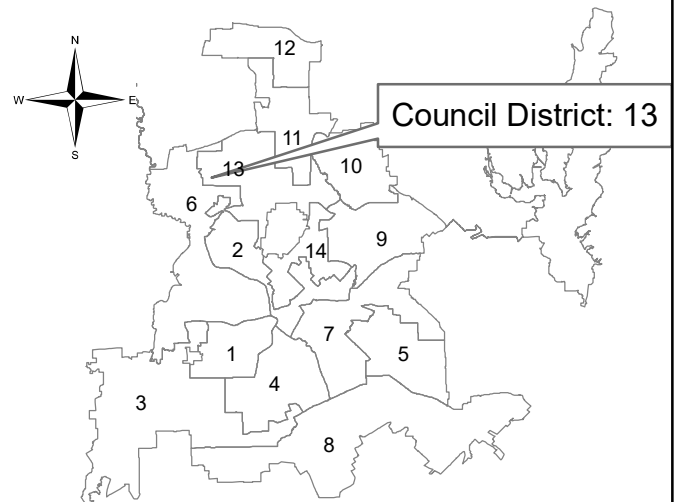
6201 Baymar Lane



**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**



Joe's Creek -  
TXU ROW & 3900 Block Vinecrest Drive



**Dallas Water Utilities**  
**Contract No. 19-063E**  
**Erosion Contract Group A**  
**Stormwater Project Management**



April 10, 2019

**WHEREAS**, stream banks along various property boundaries are experiencing severe erosion; and

**WHEREAS**, engineering services are required for the evaluation and design of improvements to address erosion at 13 locations; and

**WHEREAS**, RJN Group, Inc. was selected to provide engineering services for these erosion control improvement projects and has submitted an acceptable proposal to provide these services.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with RJN Group, Inc., approved as to form by the City Attorney, for the engineering design of Erosion Control Contract No. A, in an amount not to exceed \$573,981.38.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$573,981.38 to RJN Group, Inc., in accordance with the terms and conditions of the contract, as follows:

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD17, Activity ERCT  
Object 4111, Program TW17VD17  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 20,741.25

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD18, Activity ERCT  
Object 4111, Program TW17VD18  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 20,649.25

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD19, Activity ERCT  
Object 4111, Program TW17VD19  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 26,154.00

April 10, 2019

**SECTION 2.** (continued)

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD20, Activity ERCT  
Object 4111, Program TW17VD20  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 37,281.00

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD14, Activity ERCT  
Object 4111, Program TW17D14  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$120,827.50

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD13, Activity ERCT  
Object 4111, Program TW17VD13  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$117,746.25

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD21, Activity ERCT  
Object 4111, Program TW17VD21  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 41,453.50

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD25, Activity ERCT  
Object 4111, Program TW17VD25  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 20,026.75

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD22, Activity ERCT  
Object 4111, Program TW17VD22  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 25,944.00

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD23, Activity ERCT  
Object 4111, Program TW17VD23  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 43,388.00

April 10, 2019

**SECTION 2.** (continued)

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD24, Activity ERCT  
Object 4111, Program TW17VD24  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 23,923.50

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD26, Activity ERCT  
Object 4111, Program TW17D26  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 27,630.13

Flood Control (D) Fund  
Fund 1V23, Department DWU, Unit VD28, Activity ERCT  
Object 4111, Program TW17VD28  
Encumbrance/Contract No. CX-DWU-2019-00009201  
Vendor 244922 \$ 48,216.25

Total amount not to exceed \$573,981.38

**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

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**File #:** 19-292

**Item #:** 42.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 1, 3, 4, 5

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with Gresham Smith for the engineering design of Erosion Control Contract No. B (list attached to the Agenda Information Sheet) - Not to exceed \$635,394.30 - Financing: Flood Control (D) Fund (2017 Bond Funds)

### **BACKGROUND**

This action will authorize a professional services contract with Gresham Smith for the engineering design of six erosion control improvement projects. Erosion control improvements will be evaluated and designed for Coombs Creek - Hampton Road to Davis Street, 3335 Kiesthill Drive, 6521, 6629, 6637, and 6729 Putting Green Drive, 6760 Talbot Parkway, 1122 West Pentagon Parkway and 3100 Urban Avenue.

The stream banks located along various property boundaries are experiencing severe erosion. This project will evaluate options to address erosion and develop construction documents to stabilize eroded stream banks utilizing gabion walls or other approved erosion control structures. The proposed improvements will stabilize the existing stream banks while staying within the existing property boundary and floodway or erosion control easements.

The services provided include project management, topographic and boundary surveys, subsurface utility exploration, geotechnical investigations, permitting assistance, structural analysis, development of conceptual and preliminary construction plans, and development of pre-final and final construction plans and special specifications.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas Administrative Directive 4-5 procurement guidelines.

Following are the locations and design costs for each project:

**Erosion Control Improvements**

<b><u>Project</u></b>	<b><u>Council District</u></b>	<b><u>Amount</u></b>
Coombs Creek - Hampton Road to Davis Street	1	\$342,238.30
3335 Kiesthill Drive	3	\$ 41,061.00
6521, 6629, 6637, 6729 Putting Green Drive	3	\$114,461.00
6760 Talbot Parkway	3	\$ 46,031.00
1122 West Pentagon Parkway	4	\$ 46,949.00
3100 Urban Avenue	5	\$ 44,654.00

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	May 2020
Begin Construction	November 2020
Complete Construction	May 2022

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Flood Control (D) Fund (2017 Bond Funds) - \$635,394.30

Estimated Future Cost - Construction - \$4,232,630.86

<b><u>Council District</u></b>	<b><u>Amount</u></b>
1	\$342,238.30
3	\$201,553.00
4	\$ 46,949.00
5	<u>\$ 44,654.00</u>
Total	\$635,394.30



**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>
\$635,394.30	Architectural & Engineering	25.66%	32.77%	\$208,250.00
• This contract exceeds the M/WBE goal.				

**OWNER****Gresham Smith**

Alan J. Pramuk, Chief Executive Officer

**MAPS**

Attached

Segment List  
Contract No. 19-065E  
Erosion Control Contract No. B  
**Stormwater Project Management**

**District 1**

Coombs Creek – Hampton Road to Davis Street

**District 3**

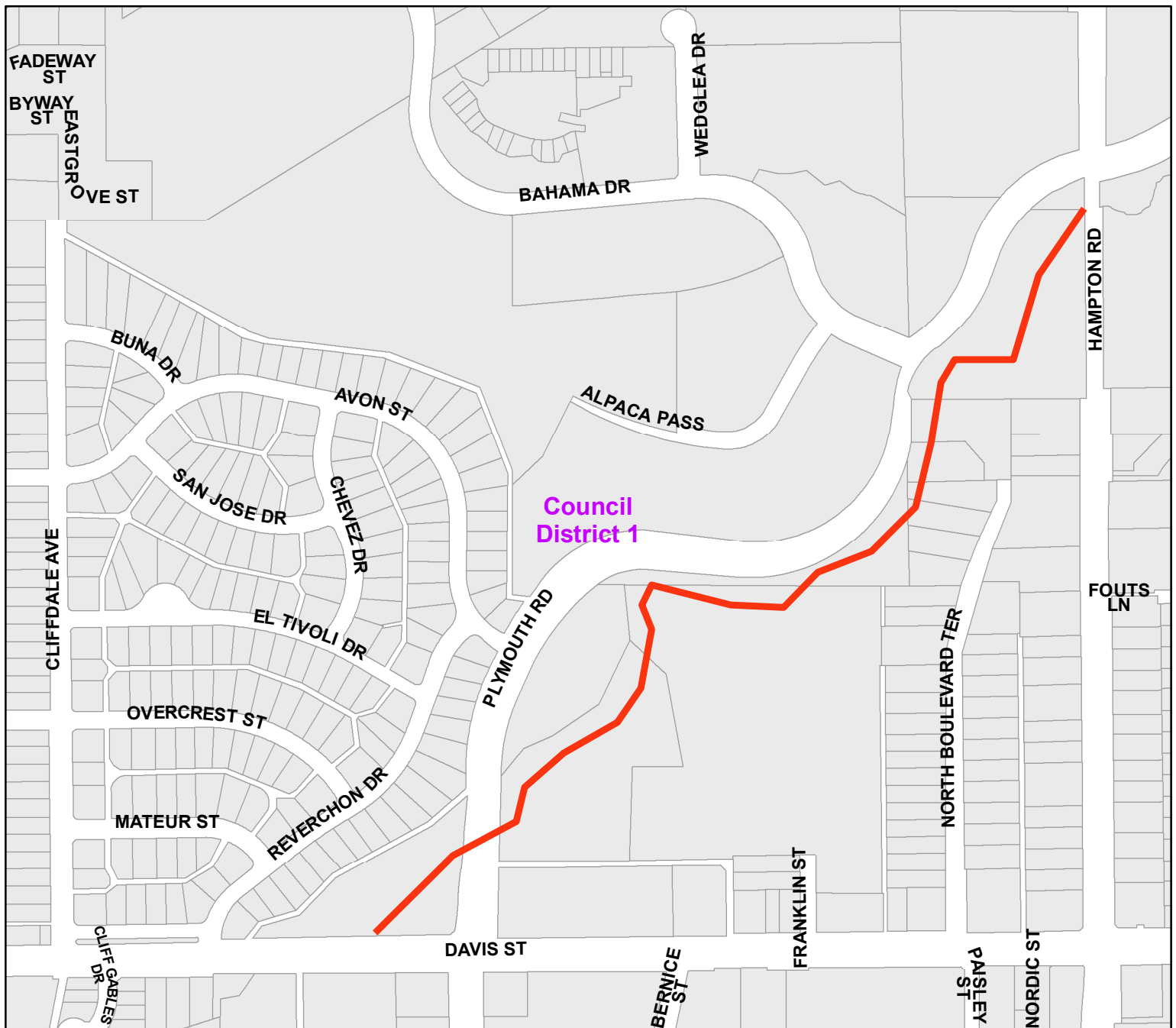
3335 Kiesthill Drive  
6521, 6629, 6637, 6729 Putting Green Drive  
6760 Talbot Parkway

**District 4**

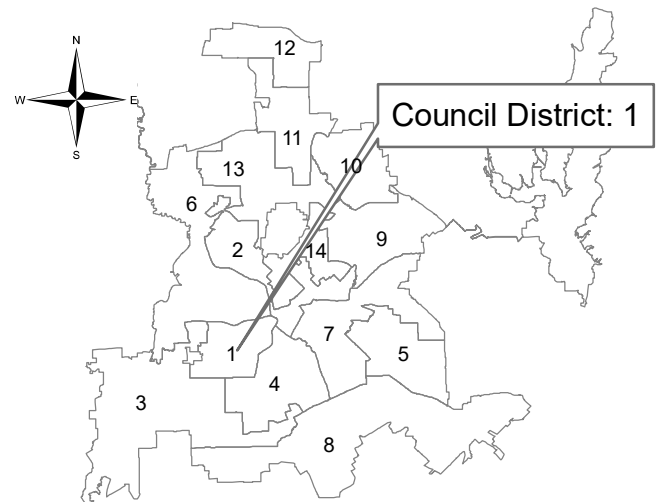
1122 West Pentagon Parkway

**District 5**

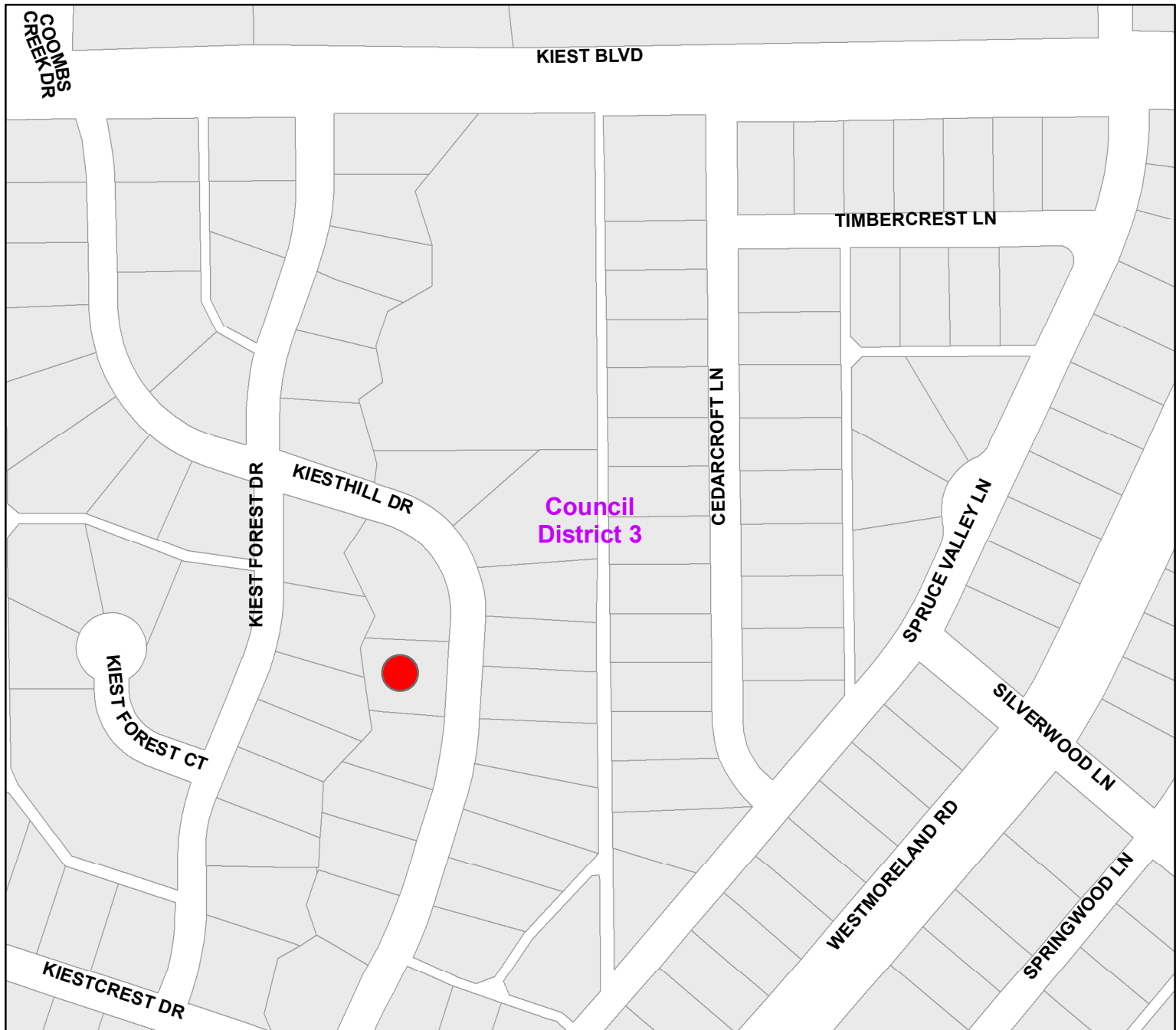
3100 Urban Avenue



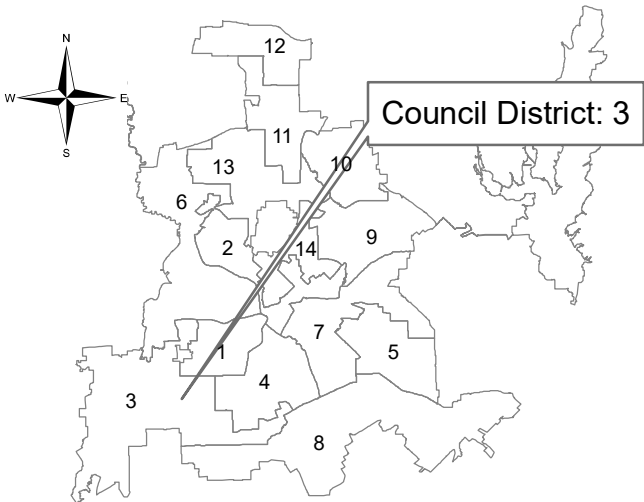
Coombs Creek - Hampton Road to Davis Street



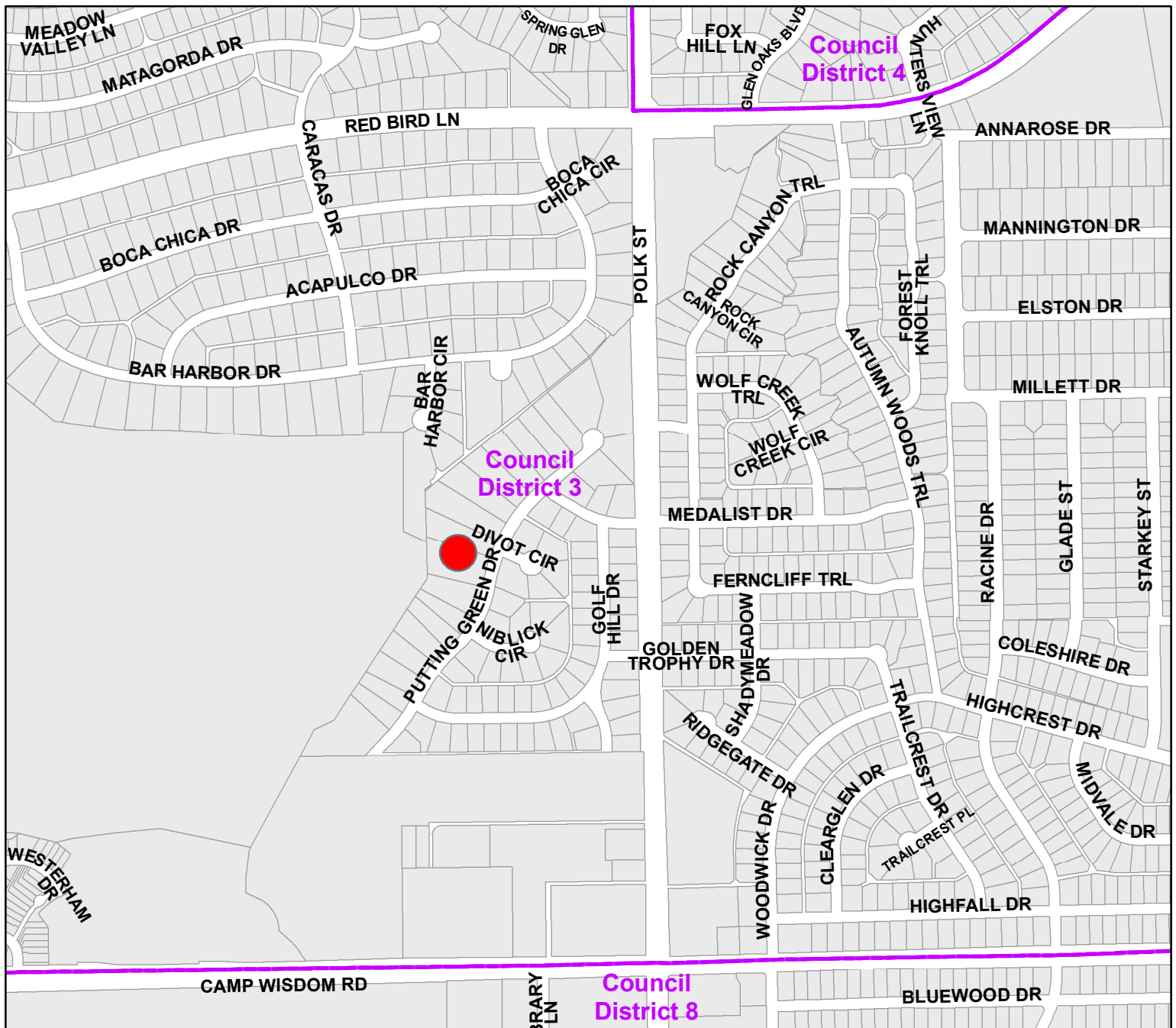
**Dallas Water Utilities**  
**Contract No. 19-065E**  
**Erosion Contract Group B**  
**Stormwater Project Management**



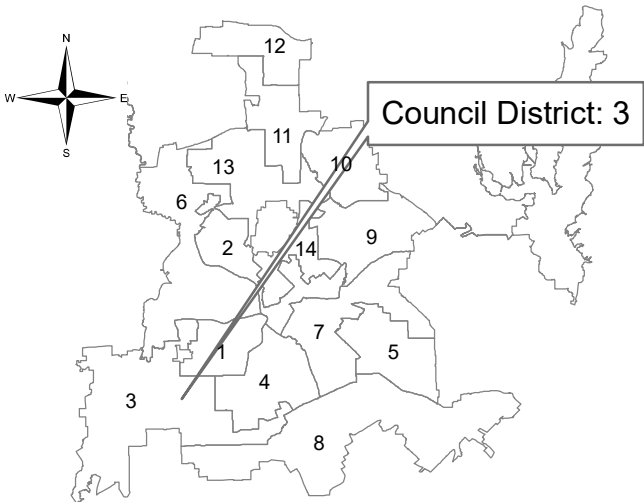
3335 Kiesthill Drive



**Dallas Water Utilities**  
**Contract No. 19-065E**  
**Erosion Contract Group B**  
**Stormwater Project Management**

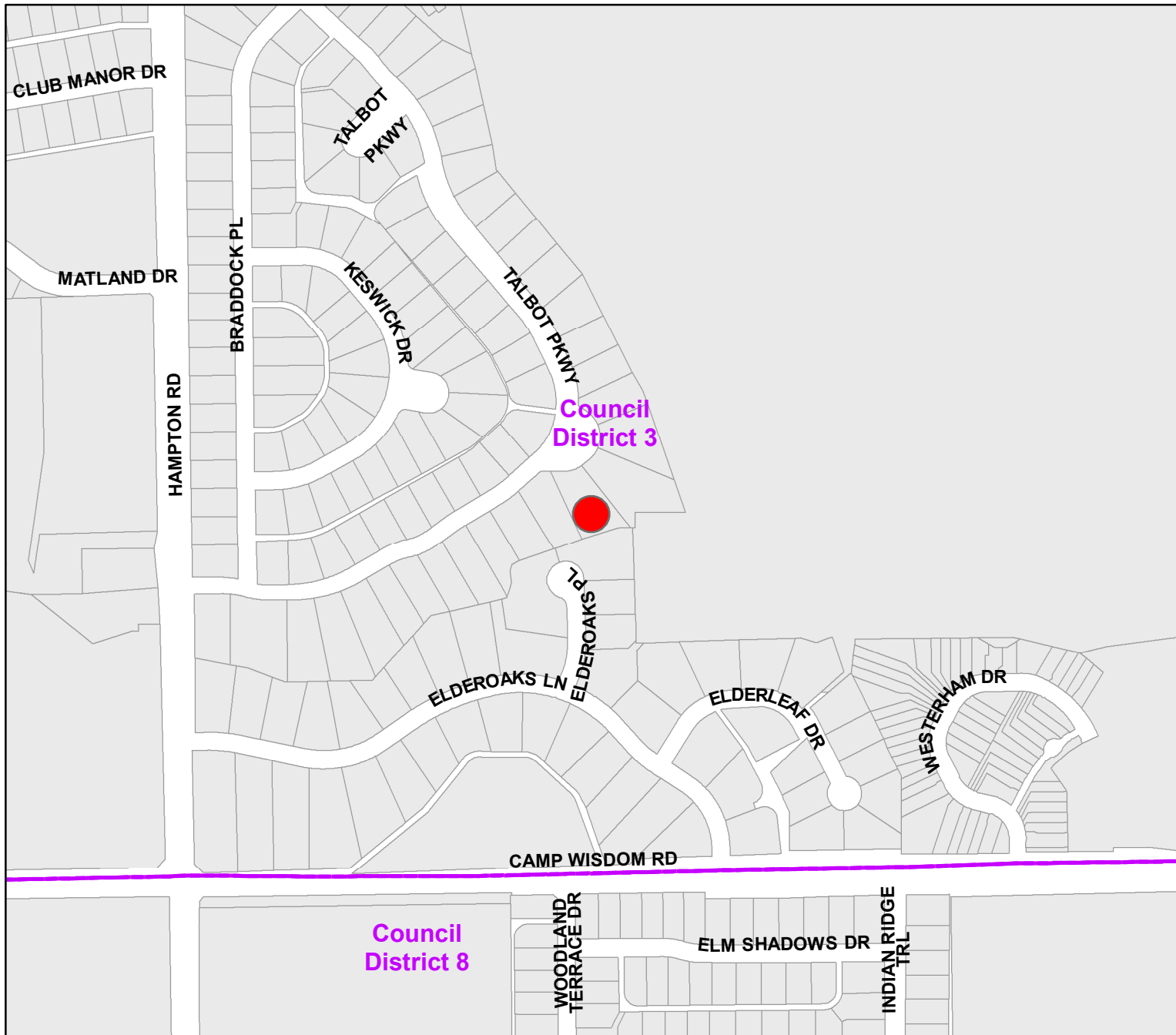


6521, 6629, 6637, 6729 Putting Green Drive

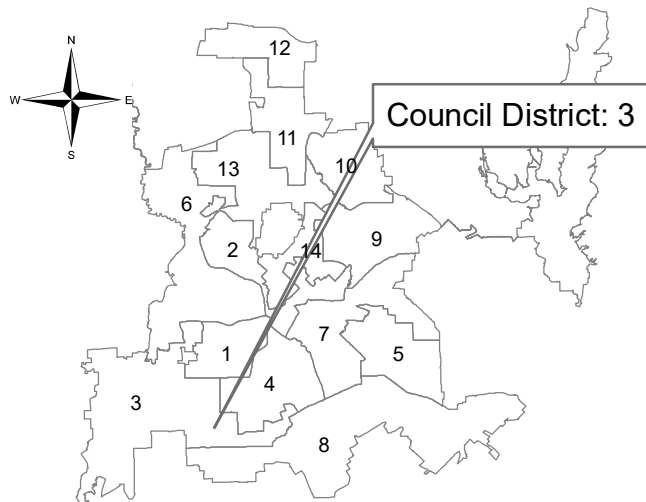


**Dallas Water Utilities**  
**Contract No. 19-065E**  
**Erosion Contract Group B**  
**Stormwater Project Management**

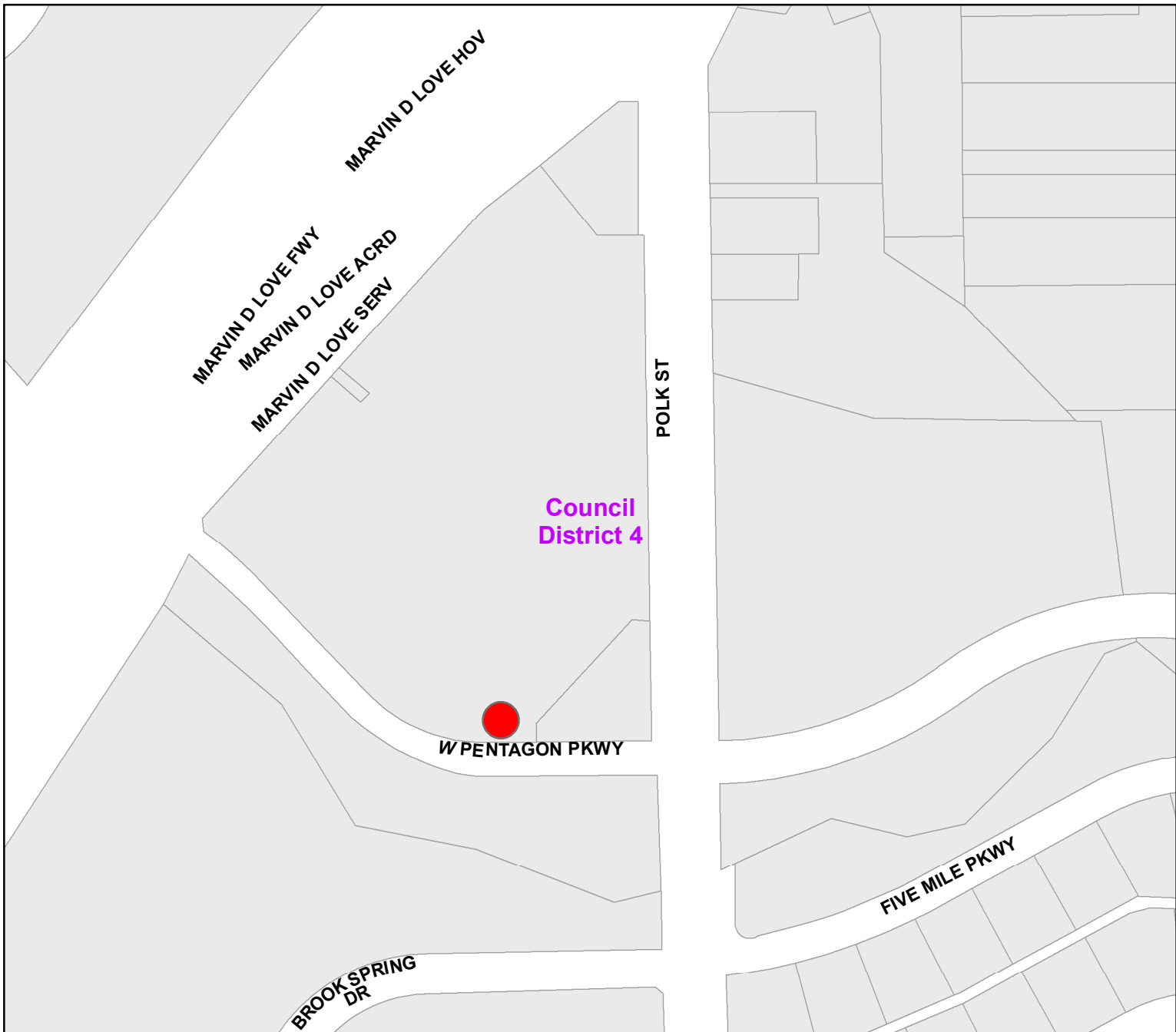




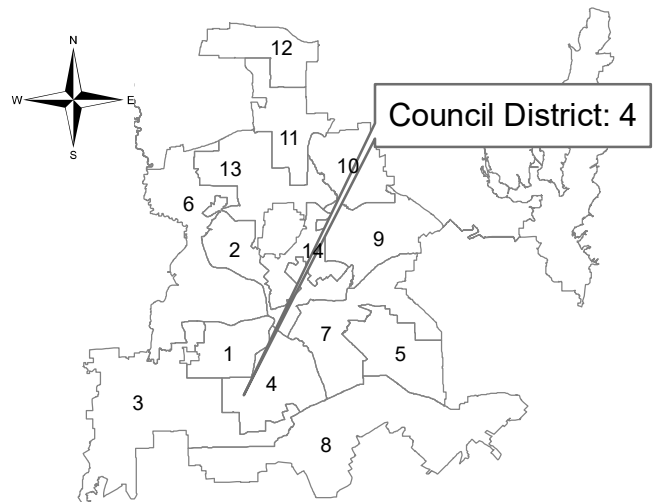
6760 Talbot Parkway



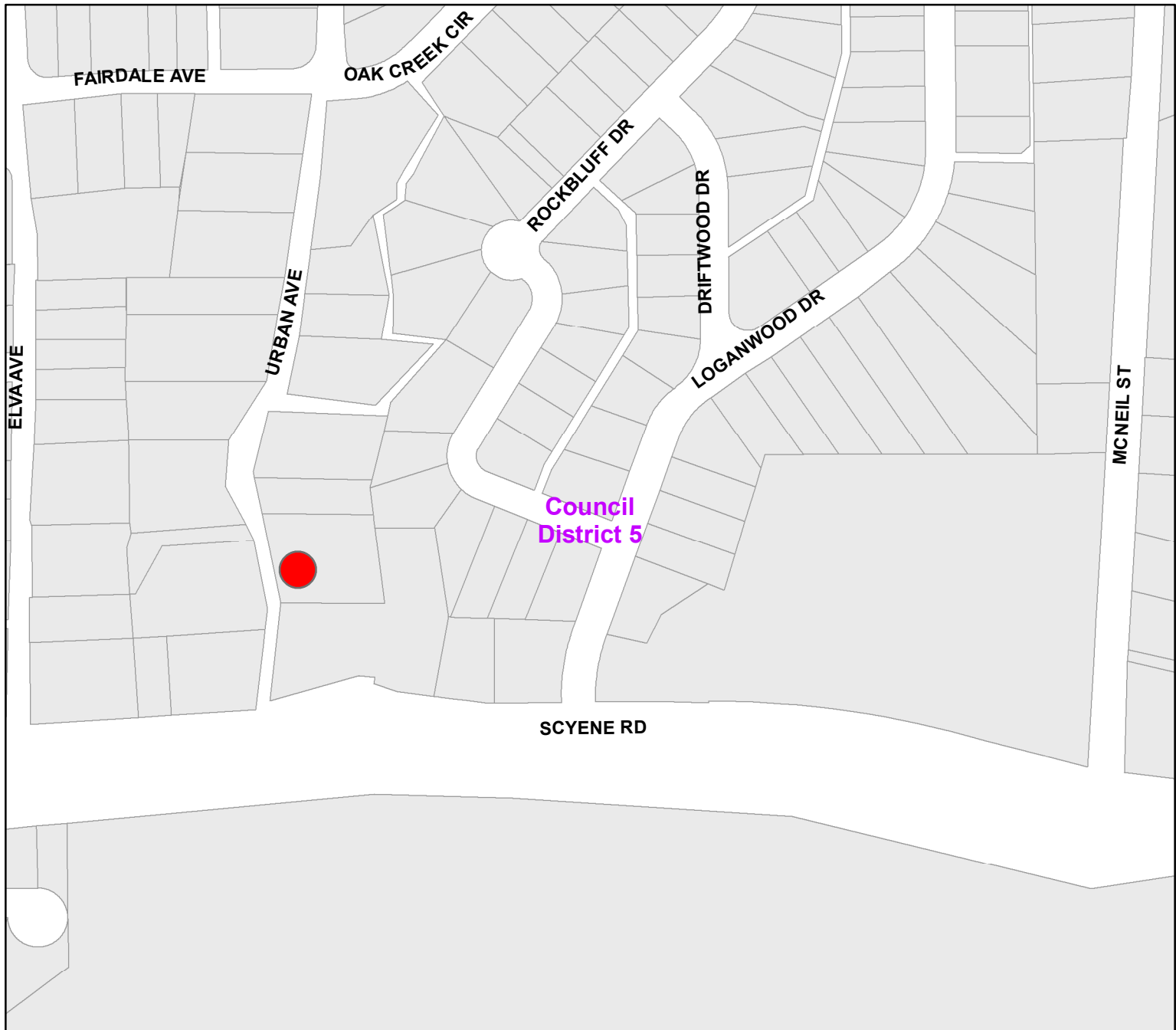
**Dallas Water Utilities  
Contract No. 19-065E  
Erosion Contract Group B  
Stormwater Project Management**



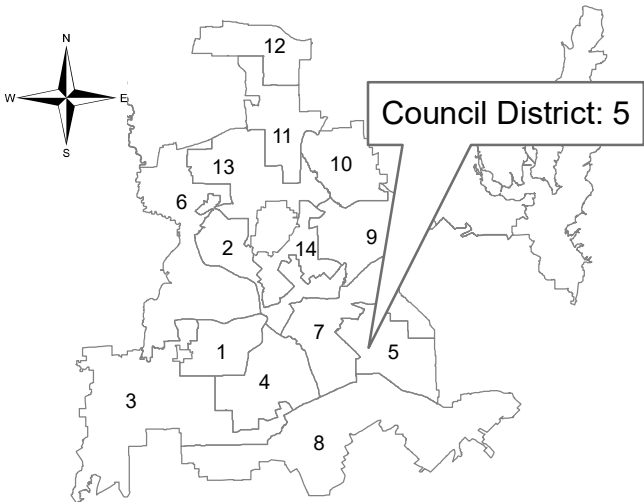
1122 West Pentagon Parkway



**Dallas Water Utilities**  
**Contract No. 19-065E**  
**Erosion Contract Group B**  
**Stormwater Project Management**



3100 Urban Avenue



**Dallas Water Utilities**  
**Contract No. 19-065E**  
**Erosion Contract Group B**  
**Stormwater Project Management**

April 10, 2019

**WHEREAS**, stream banks along various property boundaries are experiencing severe erosion; and

**WHEREAS**, engineering services are required for the evaluation and design of improvements to address erosion at six locations; and

**WHEREAS**, Gresham Smith was selected to provide engineering services for these erosion control improvement projects and has submitted an acceptable proposal to provide these services.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with Gresham Smith, approved as to form by the City Attorney, for the engineering design of Erosion Control Contract No. B, in an amount not to exceed \$635,394.30

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$635,394.30 to Gresham Smith, in accordance with the terms and conditions of the contract:

Flood Control (D) Fund	
Fund1V23, Department DWU, Unit VD01, Activity ERCT	
Object 4111, Program TW17VD01	
Encumbrance/Contract No. CX-DWU-2019-00009202	
Vendor 503071	\$342,238.30

Flood Control (D) Fund	
Fund1V23, Department DWU, Unit VD04, Activity ERCT	
Object 4111, Program TW17VD04	
Encumbrance/Contract No. CX-DWU-2019-00009202	
Vendor 503071	\$ 41,061.00

Flood Control (D) Fund	
Fund1V23, Department DWU, Unit VD03, Activity ERCT	
Object 4111, Program TW17VD03	
Encumbrance/Contract No. CX-DWU-2019-00009202	
Vendor 503071	\$114,461.00

April 10, 2019

**SECTION 2.** (continued)

Flood Control (D) Fund  
Fund1V23, Department DWU, Unit VD05, Activity ERCT  
Object 4111, Program TW17VD05  
Encumbrance/Contract No. CX-DWU-2019-00009202  
Vendor 503071 \$ 46,031.00

Flood Control (D) Fund  
Fund1V23, Department DWU, Unit VD06, Activity ERCT  
Object 4111, Program TW17VD06  
Encumbrance/Contract No. CX-DWU-2019-00009202  
Vendor 503071 \$ 46,949.00

Flood Control (D) Fund  
Fund1V23, Department DWU, Unit VD07, Activity ERCT  
Object 4111, Program TW17VD07  
Encumbrance/Contract No. CX-DWU-2019-00009202  
Vendor 503071 \$ 44,654.00

Total amount not to exceed \$635,394.30

**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

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**File #:** 19-294

**Item #:** 43.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 1, 3, 4, 12

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with AECOM Technical Services, Inc. for the engineering design of Erosion Control Contract No. 1 (list attached to the Agenda Information Sheet) - Not to exceed \$232,422.39 - Financing: Storm Drainage Management Capital Construction Fund

### **BACKGROUND**

This action will authorize a professional services contract with AECOM Technical Services, Inc. for the engineering design of seven erosion control improvement projects. Erosion control improvements will be evaluated and designed for the Cedar Branch Culvert at Clarendon Drive, 2901 West Kiest Boulevard, 3918 Pyka Drive, 2200 Block of Five Mile Parkway, 408 Glen Oaks Boulevard, 412 and 416 Ohio Avenue, and 6431 Riverview Lane.

The stream banks located along various property boundaries are experiencing severe erosion. This project will evaluate options to address erosion and develop construction documents to stabilize eroded stream banks utilizing gabion walls or other approved erosion control structures. The proposed improvements will stabilize the existing stream banks while staying within the existing property boundary and floodway or erosion control easements.

The services provided include project management, topographic and boundary surveys, subsurface utility exploration, geotechnical investigations, permitting assistance, structural analysis, development of conceptual and preliminary construction plans, and development of pre-final and final construction plans and special specifications.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas Administrative Directive 4-5 procurement guidelines.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	May 2020
Begin Construction	November 2020
Complete Construction	May 2022

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Storm Drainage Management Capital Construction Fund - \$232,422.39

Estimated Future Cost - Construction - \$1,950,740.00

<b><u>Council District</u></b>	<b><u>Amount</u></b>
1	\$ 28,547.47
3	\$ 66,429.94
4	\$ 66,022.51
12	<u>\$ 71,422.47</u>
Total	\$232,422.39

**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 \$
\$232,422.39	Architectural & Engineering	25.66%	28.57%	\$66,400.00
• This contract exceeds the M/WBE goal.				

**OWNER**

**AECOM Technical Services, Inc.**

Michael S. Burke, Chief Executive Officer

**MAPS**

Attached

Segment List  
Contract No. 19-083E  
Erosion Control Contract No. 1  
**Stormwater Project Management**

**District 1**

Cedar Branch Culvert at W. Clarendon Drive

**District 3**

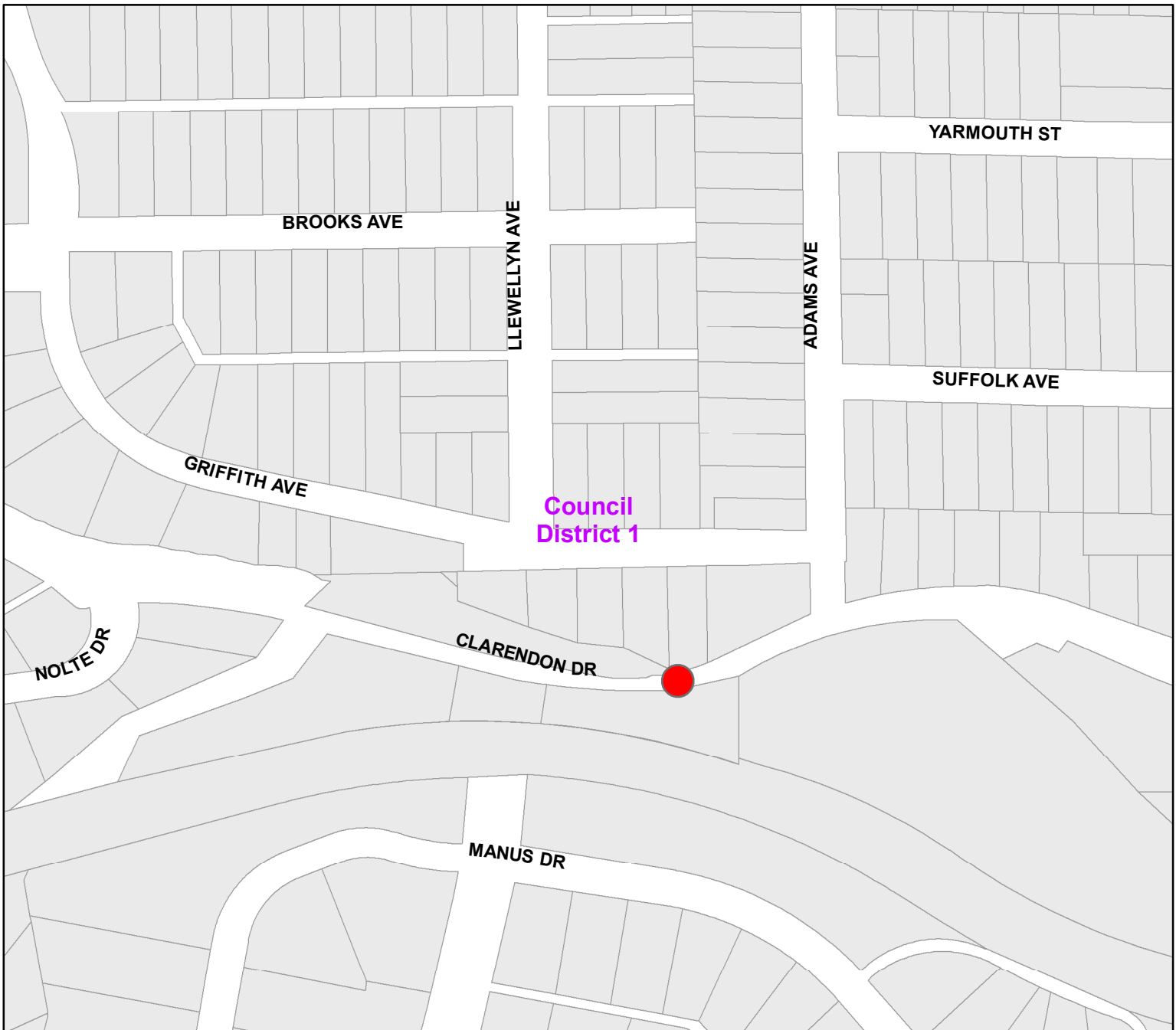
2901 W. Kiest Boulevard  
3918 Pyka Drive

**District 4**

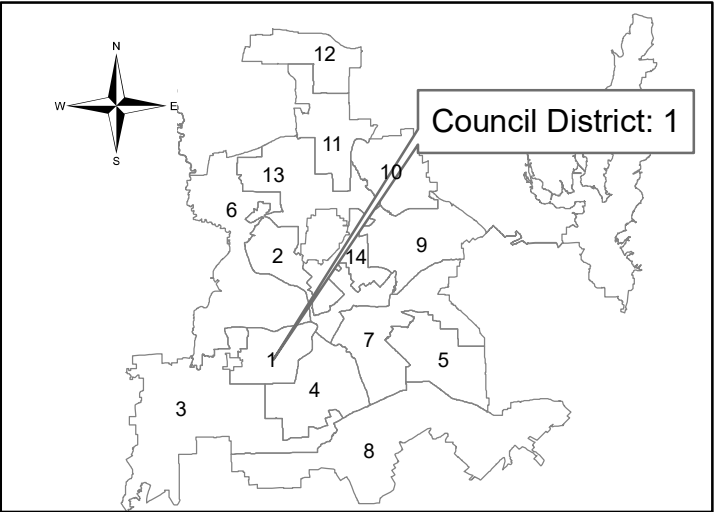
2200 Block of Five Mile Parkway  
408 Glen Oaks Boulevard  
412 Ohio Avenue  
416 Ohio Avenue

**District 12**

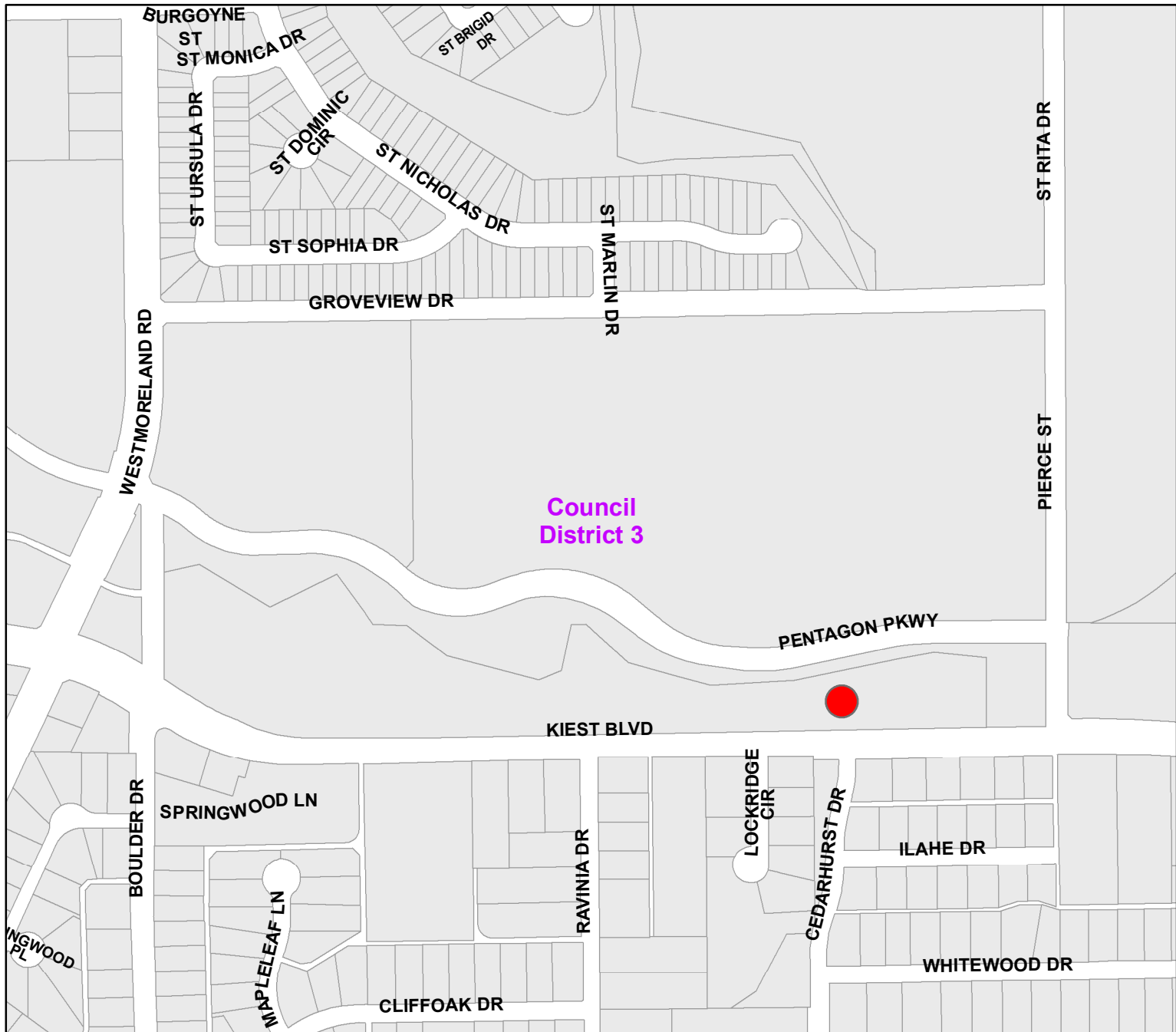
6431 Riverview Lane



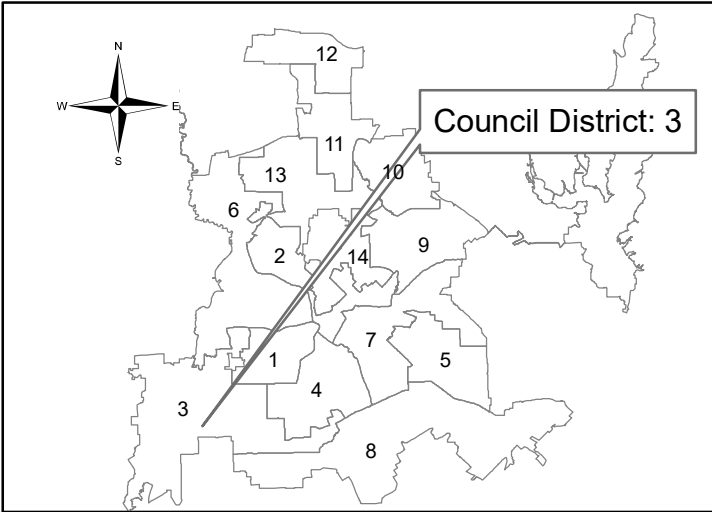
Cedar Branch Culvert at  
W. Clarendon Drive



**Dallas Water Utilities**  
**Contract No. 19-083E**  
**Erosion Control Contract No. 1**  
**Stormwater Project Management**

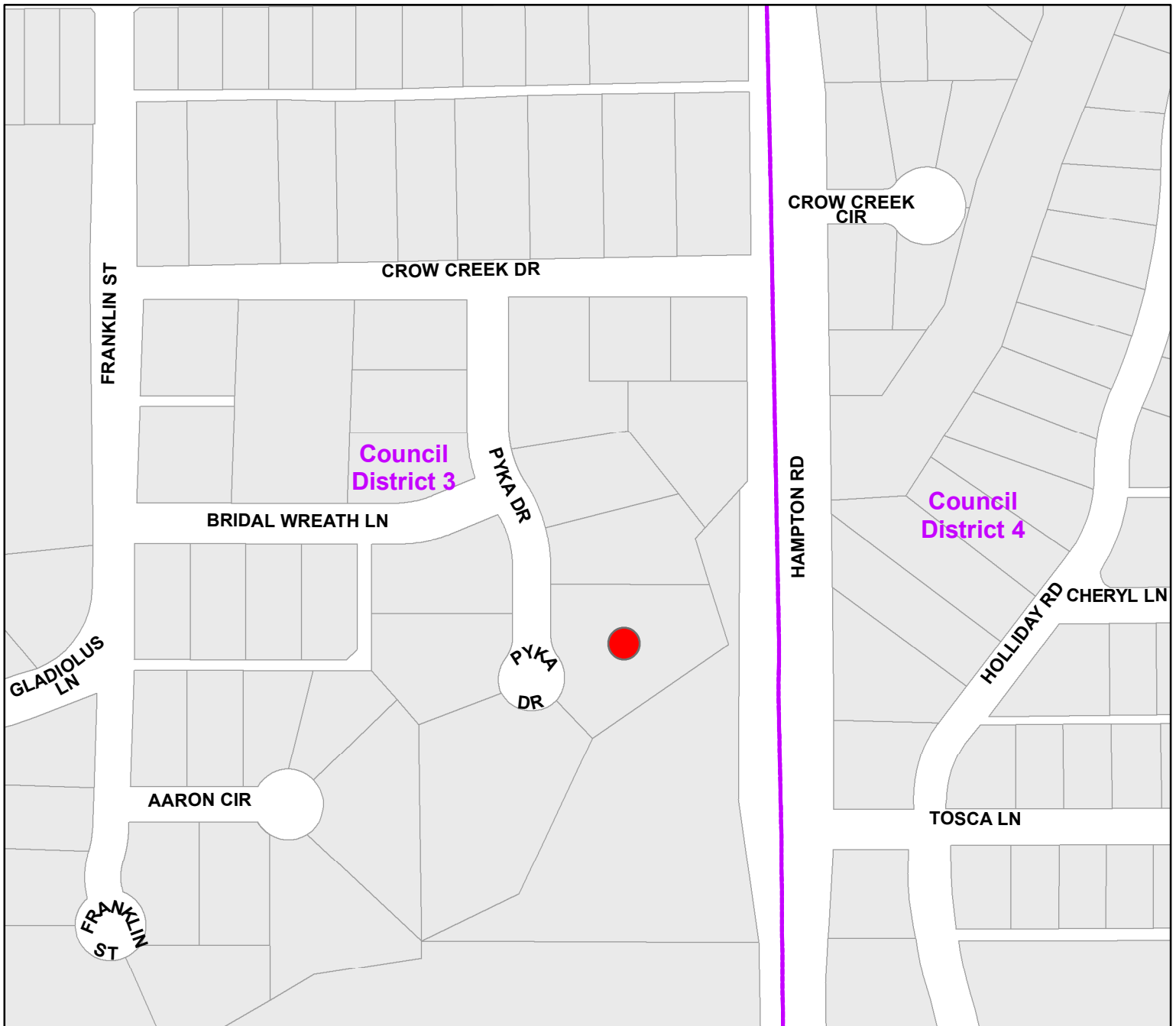


2901 W Kiest Boulevard

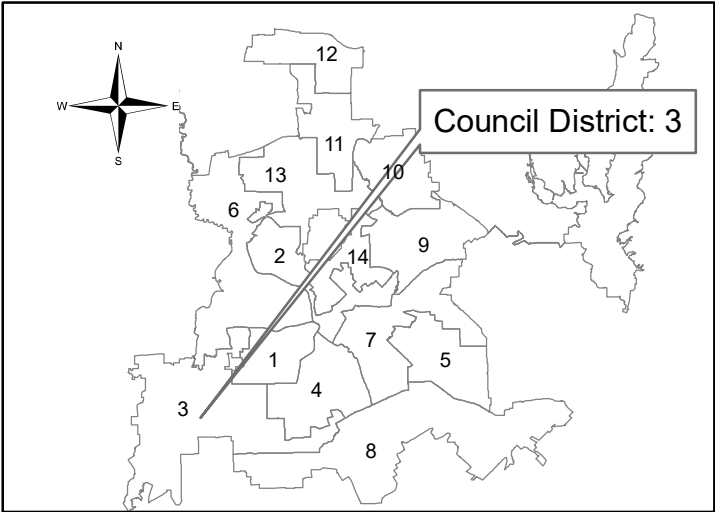


**Dallas Water Utilities**  
**Contract No. 19-083E**  
**Erosion Control Contract No. 1**  
**Stormwater Project Management**

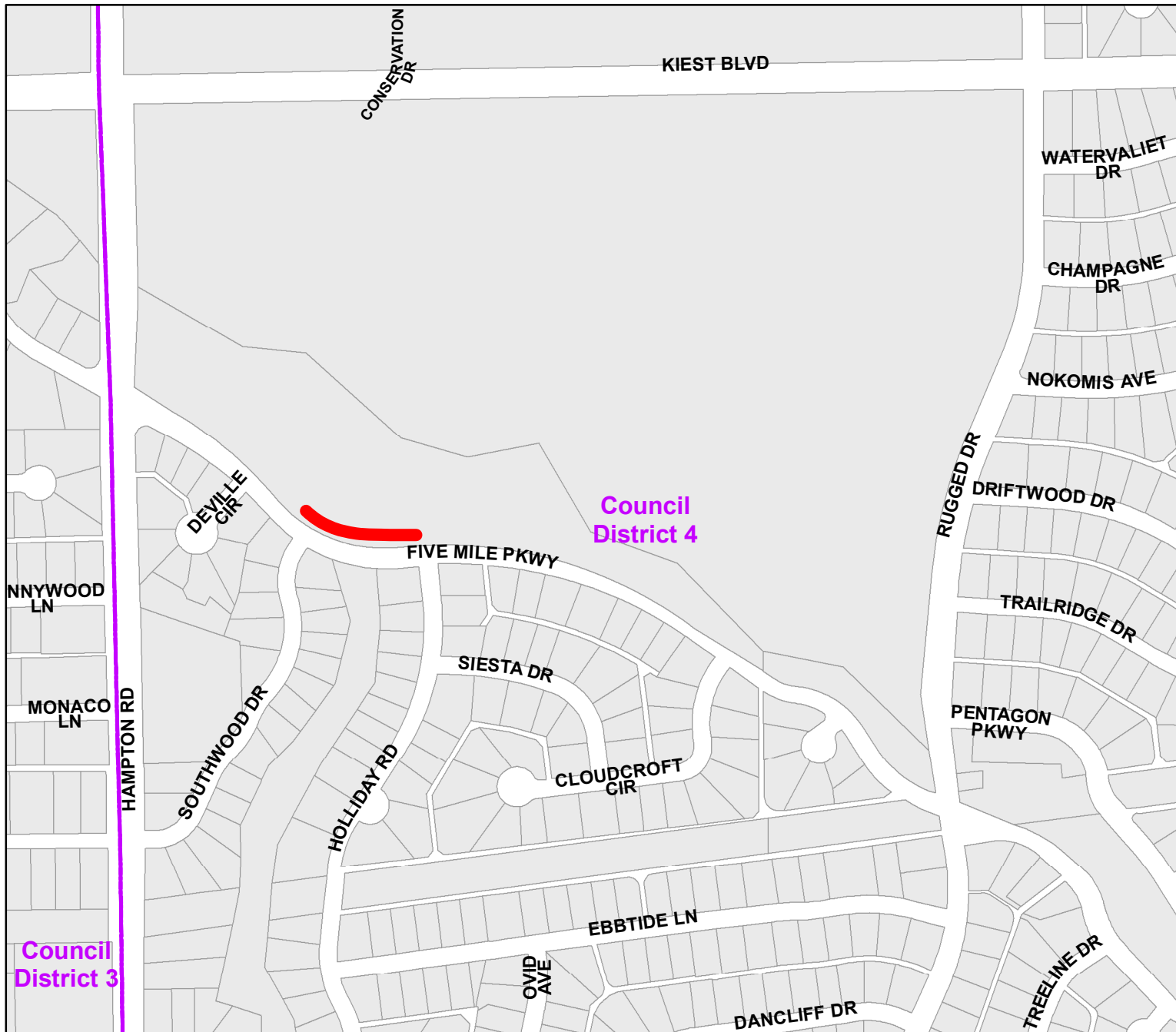




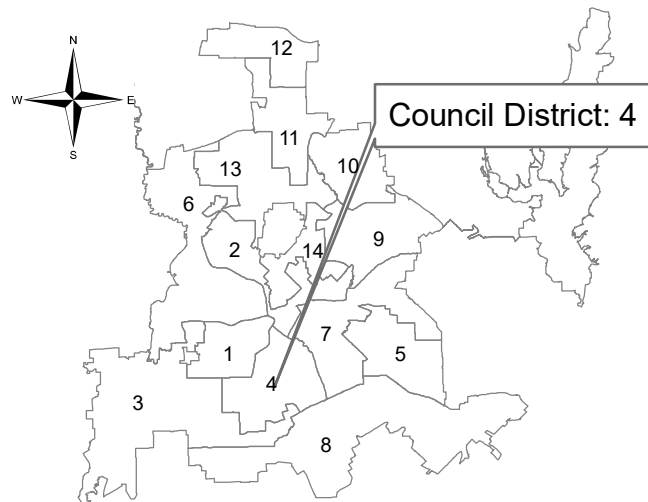
3918 Pyka Drive



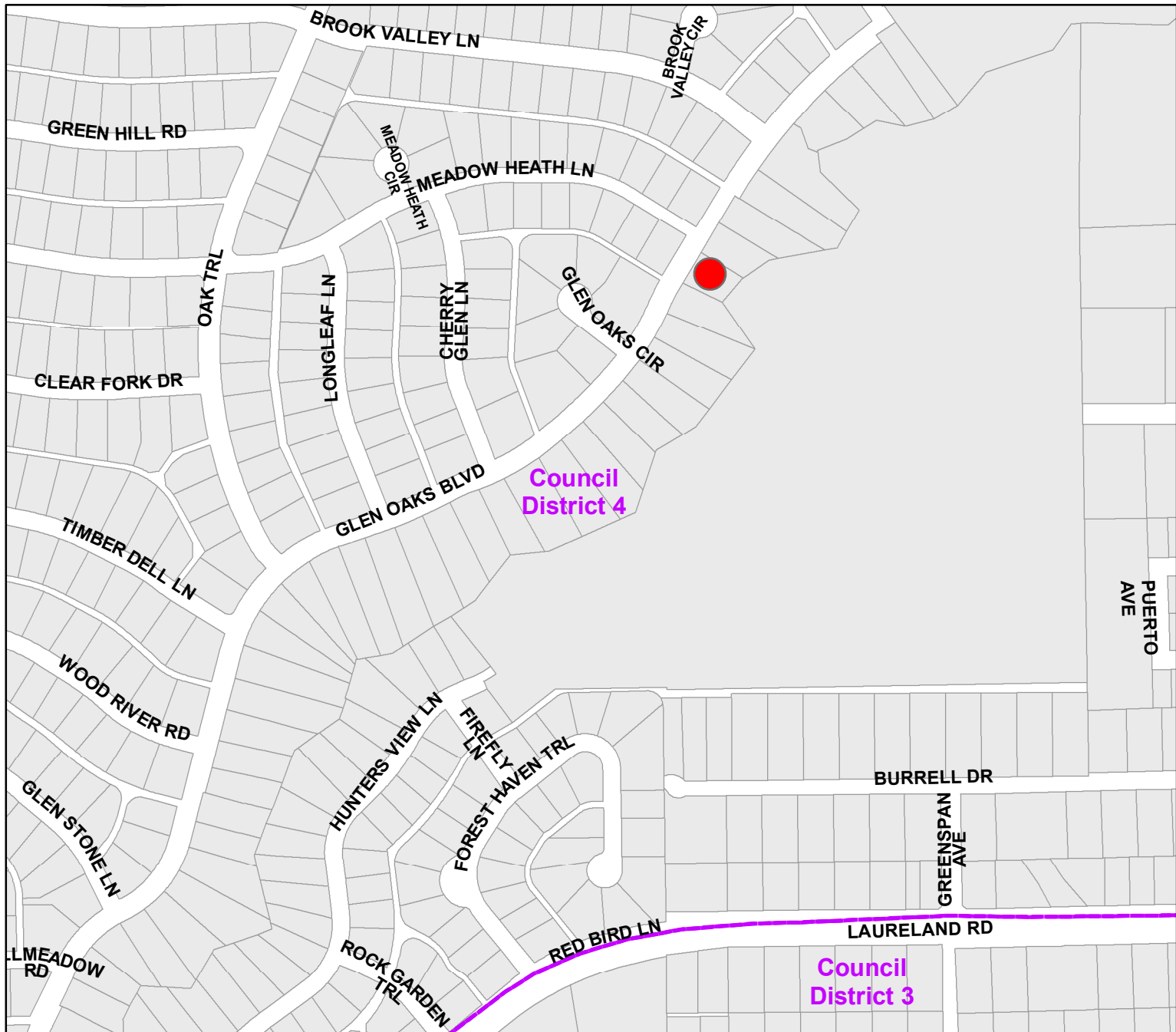
**Dallas Water Utilities**  
**Contract No. 19-083E**  
**Erosion Control Contract No. 1**  
**Stormwater Project Management**



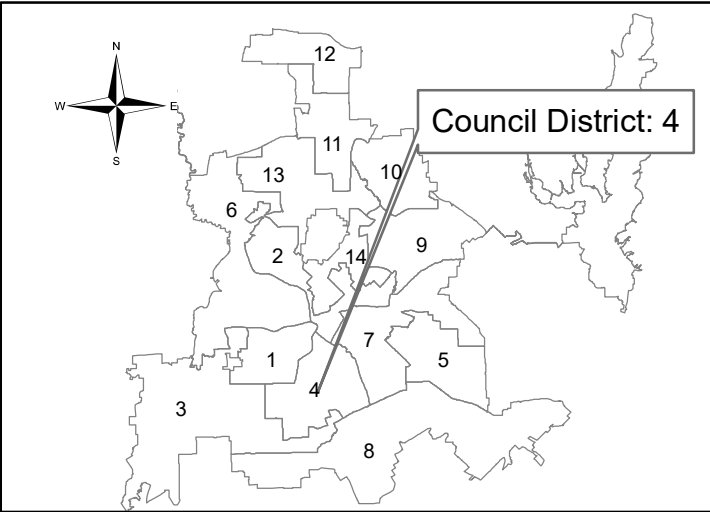
Five Mile Parkway



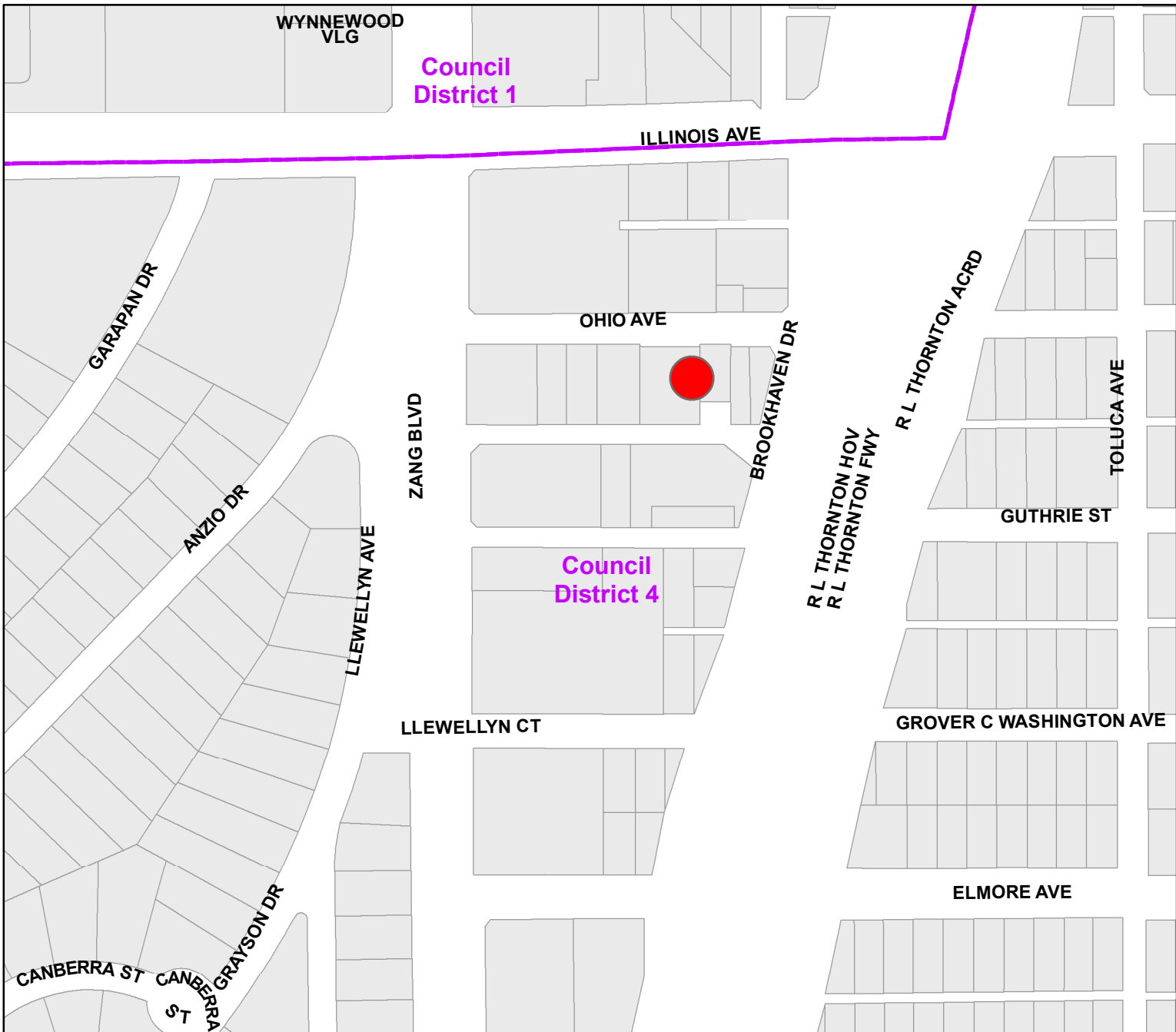
**Dallas Water Utilities  
Contract No. 19-083E  
Erosion Control Contract No. 1  
Stormwater Project Management**



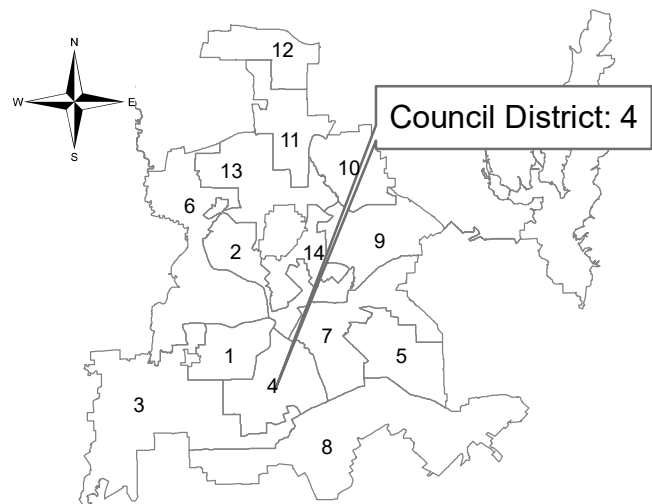
408 Glen Oaks Boulevard



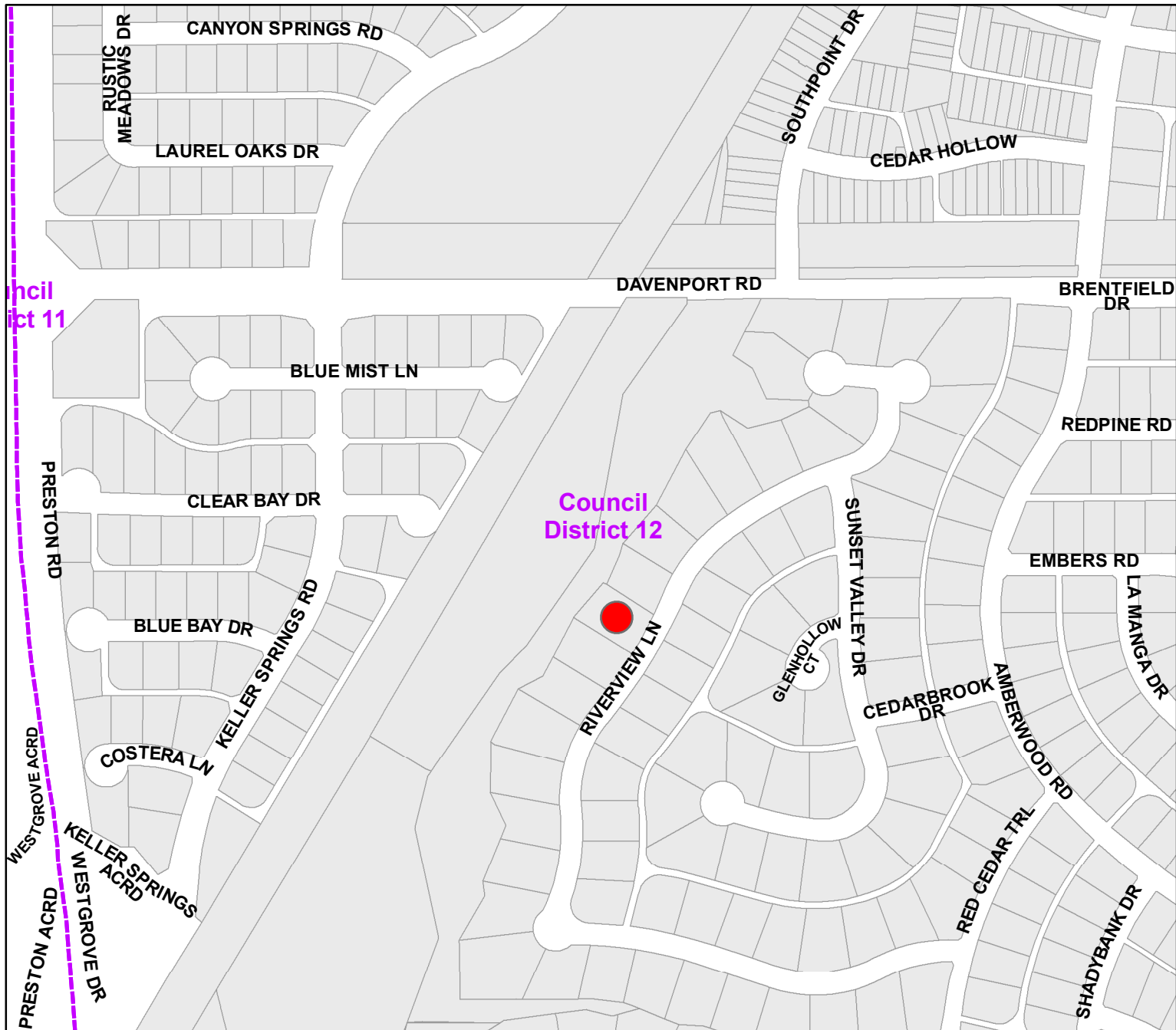
Dallas Water Utilities  
Contract No. 19-083E  
Erosion Control Contract No. 1  
Stormwater Project Management



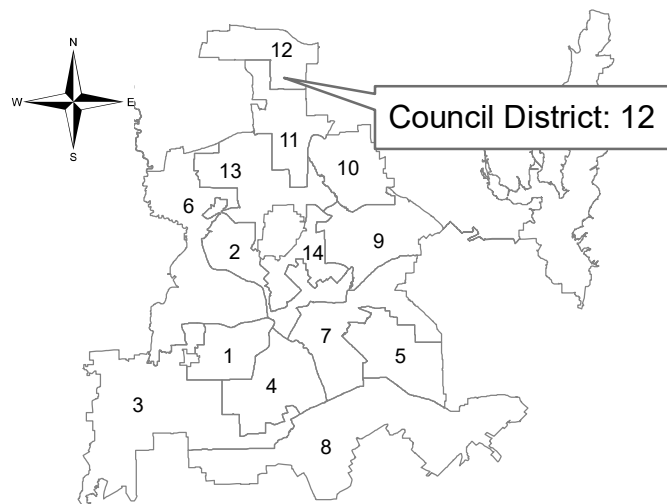
412 Ohio Avenue  
416 Ohio Avenue



**Dallas Water Utilities**  
**Contract No. 19-083E**  
**Erosion Control Contract No. 1**  
**Stormwater Project Management**



6431 Riverview Lane



**Dallas Water Utilities**  
**Contract No. 19-083E**  
**Erosion Control Contract No. 1**  
**Stormwater Project Management**



April 10, 2019

**WHEREAS**, stream banks along various property boundaries are experiencing severe erosion; and

**WHEREAS**, engineering services are required for the evaluation and design of improvements to address erosion at seven locations; and

**WHEREAS**, AECOM Technical Services, Inc. was selected to provide engineering services for these erosion control improvement projects and has submitted an acceptable proposal to provide these services.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with AECOM Technical Services, Inc., approved as to form by the City Attorney, for the engineering design of Erosion Control Contract No. 1, in an amount not to exceed \$232,422.39.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$232,422.39 to AECOM Technical Services, Inc. in accordance with the terms and conditions of the contract, as follows:

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W230, Activity SD01  
Object 4111, Program TW17W230  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 28,547.47

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W234, Activity SD01  
Object 4111, Program TW17W234  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 35,492.47

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W239, Activity SD01  
Object 4111, Program TW17W239  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 30,937.47

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W356, Activity SD01  
Object 4111, Program SD19W356  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 7,682.52

April 10, 2019

**SECTION 2.** (continued)

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W232, Activity SD01  
Object 4111, Program TW17W232  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 50,457.47

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W236, Activity SD01  
Object 4111, Program TW17W236  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 7,882.52

Storm Drainage Management Capital Construction Fund  
Fund 0063, Department DWU, Unit W355, Activity SD01  
Object 4111, Program SD19W355  
Encumbrance/Contract No. CX-DWU-2019-00009211  
Vendor VC0000011194 \$ 71,422.47

Total amount not to exceed \$232,422.39

**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

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**File #:** 19-291

**Item #:** 44.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with LIM & Associates, Inc. for the engineering design of Erosion Control Contract No. 3 (list attached to the Agenda Information Sheet) - Not to exceed \$256,000.00 - Financing: Storm Drainage Management Capital Construction Fund

### **BACKGROUND**

This action will authorize a professional services contract with LIM & Associates, Inc. for the engineering design of four erosion control improvement projects. Erosion control improvements will be evaluated and designed for 6806 Richwood Drive, 6822 Richwood Drive, 6906 Richwood Drive, and 7014 Richwood Drive.

The stream banks located along various property boundaries are experiencing severe erosion. This project will evaluate options to address erosion and develop construction documents to stabilize eroded stream banks utilizing gabion walls or other approved erosion control structures. The proposed improvements will stabilize the existing stream banks while staying within the existing property boundary and floodway or erosion control easements.

The services provided include project management, topographic and boundary surveys, subsurface utility exploration, geotechnical investigations, permitting assistance, structural analysis, development of conceptual and preliminary construction plans, and development of pre-final and final construction plans and special specifications.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas Administrative Directive 4-5 procurement guidelines.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	May 2020
Begin Construction	November 2020
Complete Construction	May 2022

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Storm Drainage Management Capital Construction Fund - \$256,000.00

Estimated Future Cost - Construction - \$1,580,294.71

**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 \$
\$256,000.00	Architectural & Engineering	25.66%	100.00%	\$256,000.00
• This contract exceeds the M/WBE goal.				

**OWNER**

**LIM & Associates, Inc.**

Siang W. "Daniel" Lim, P.E., President

**MAPS**

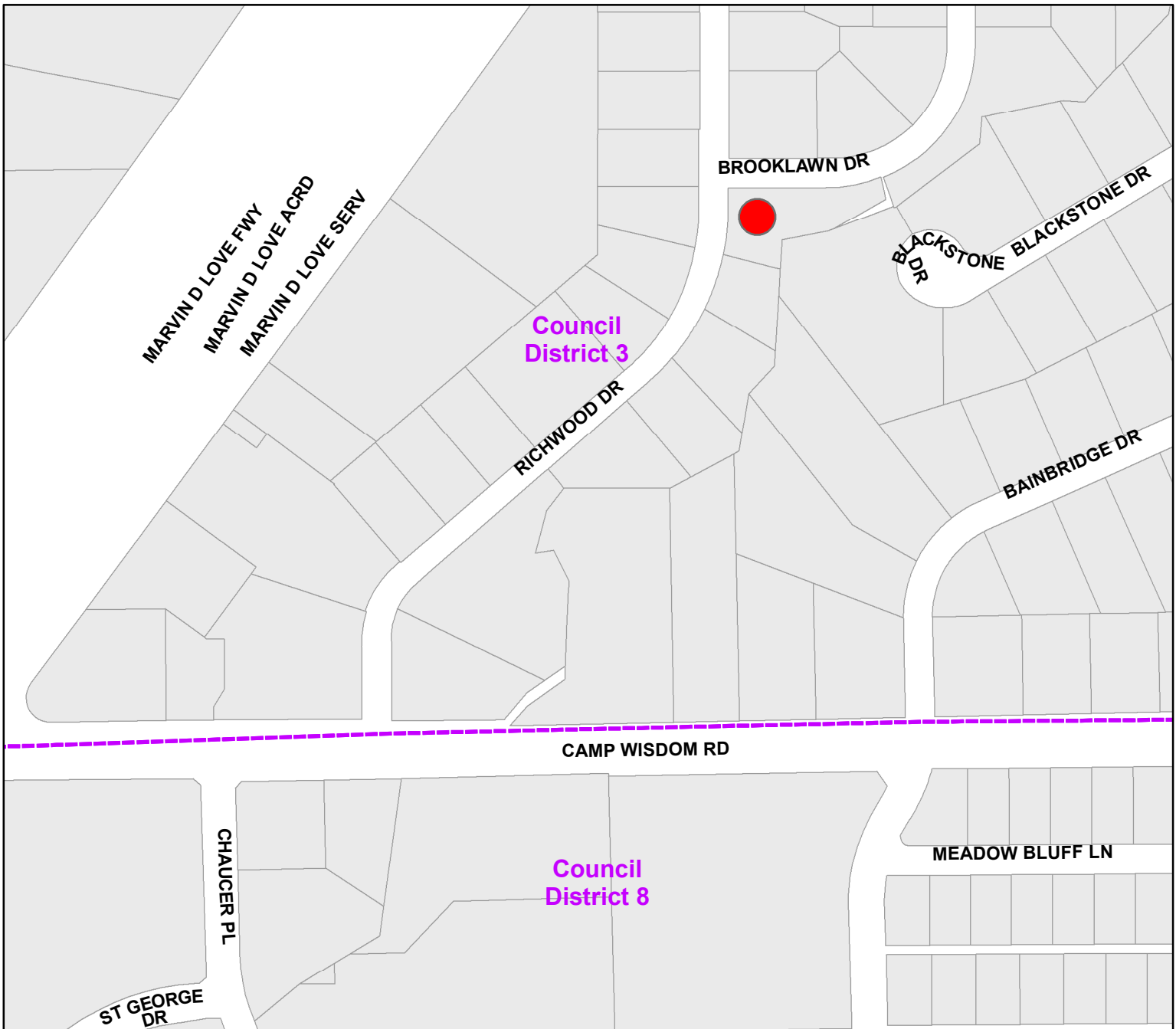
Attached

Segment List  
Contract No. 19-087E  
Erosion Control Contract No. 3  
**Stormwater Project Management**

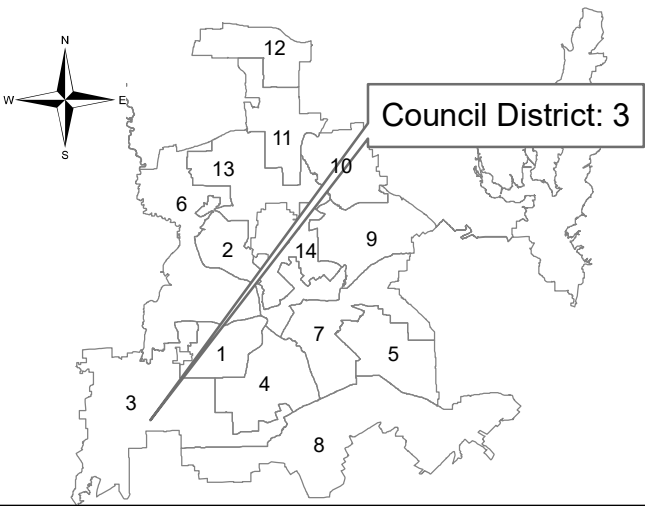
**District 3**

6806 Richwood Drive  
6822 Richwood Drive  
6906 Richwood Drive  
7014 Richwood Drive

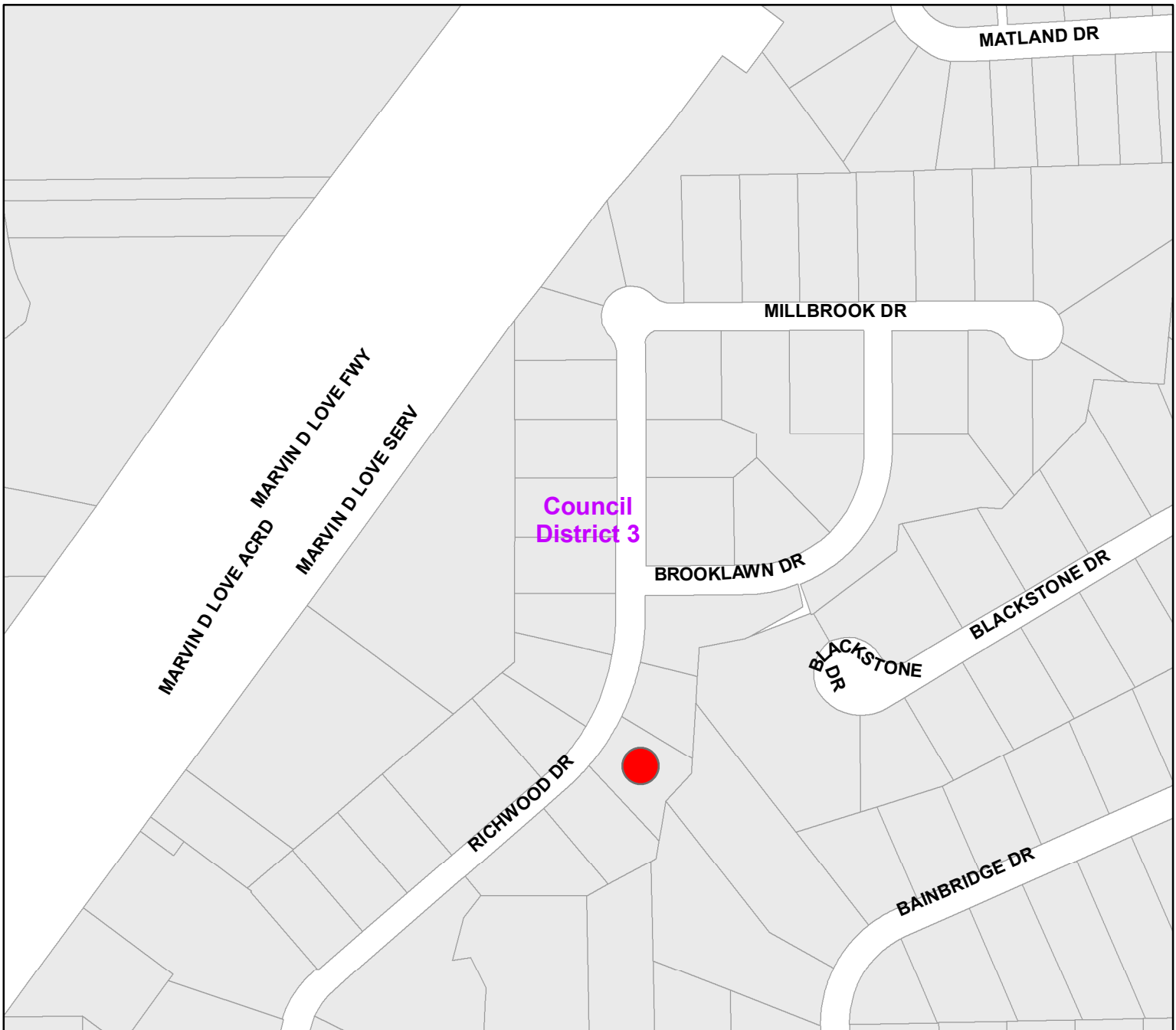




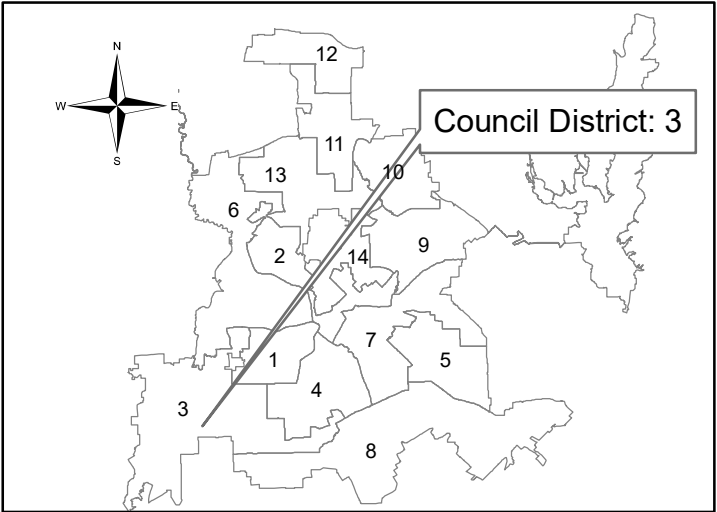
6806 Richwood Drive



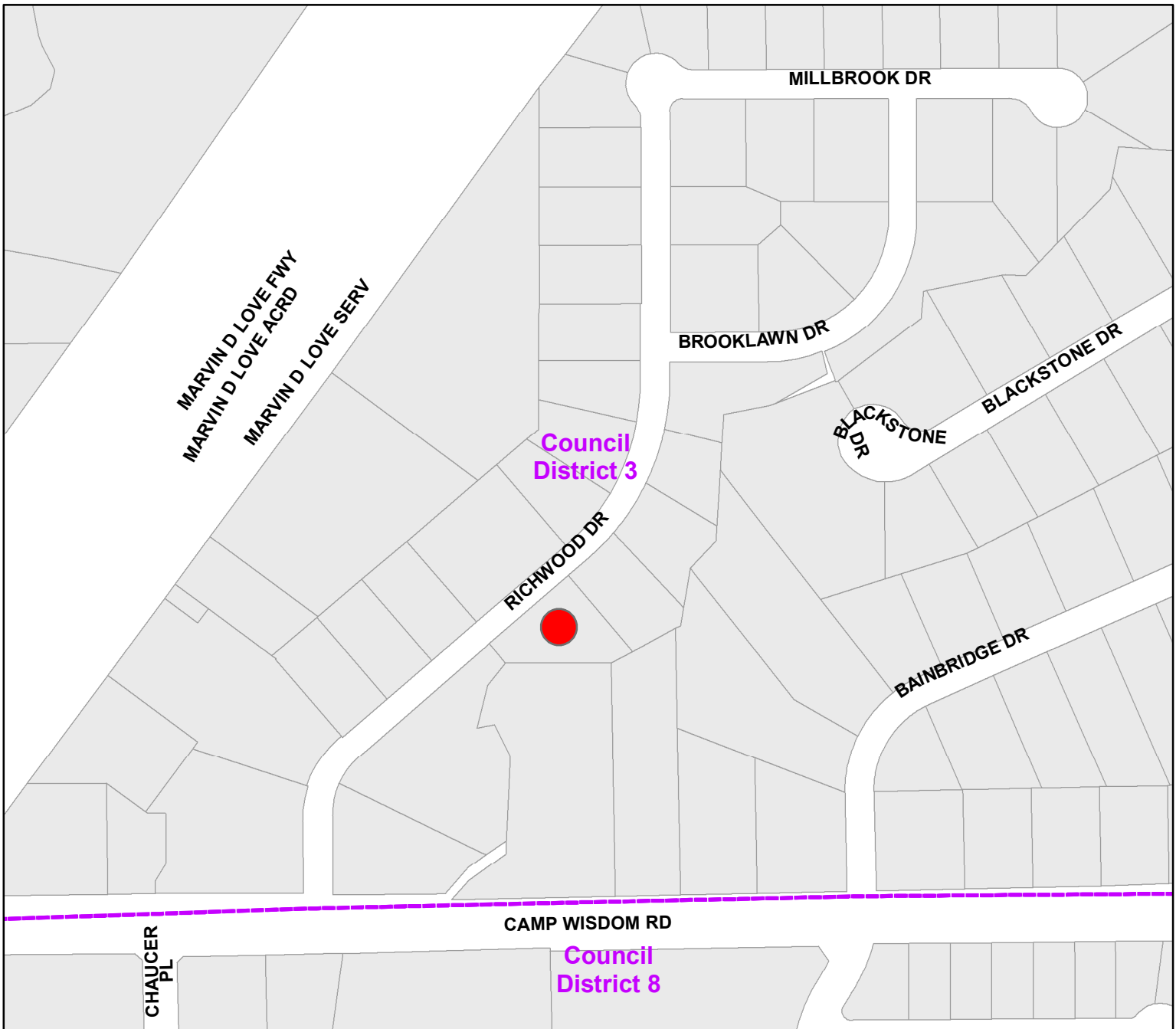
**Dallas Water Utilities**  
**Contract No. 19-087E**  
**Erosion Control Contract No. 3**  
**Stormwater Project Management**



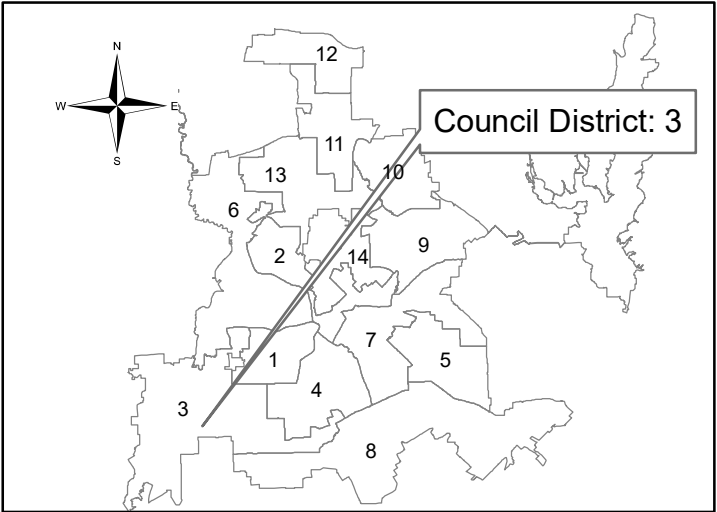
6822 Richwood Drive



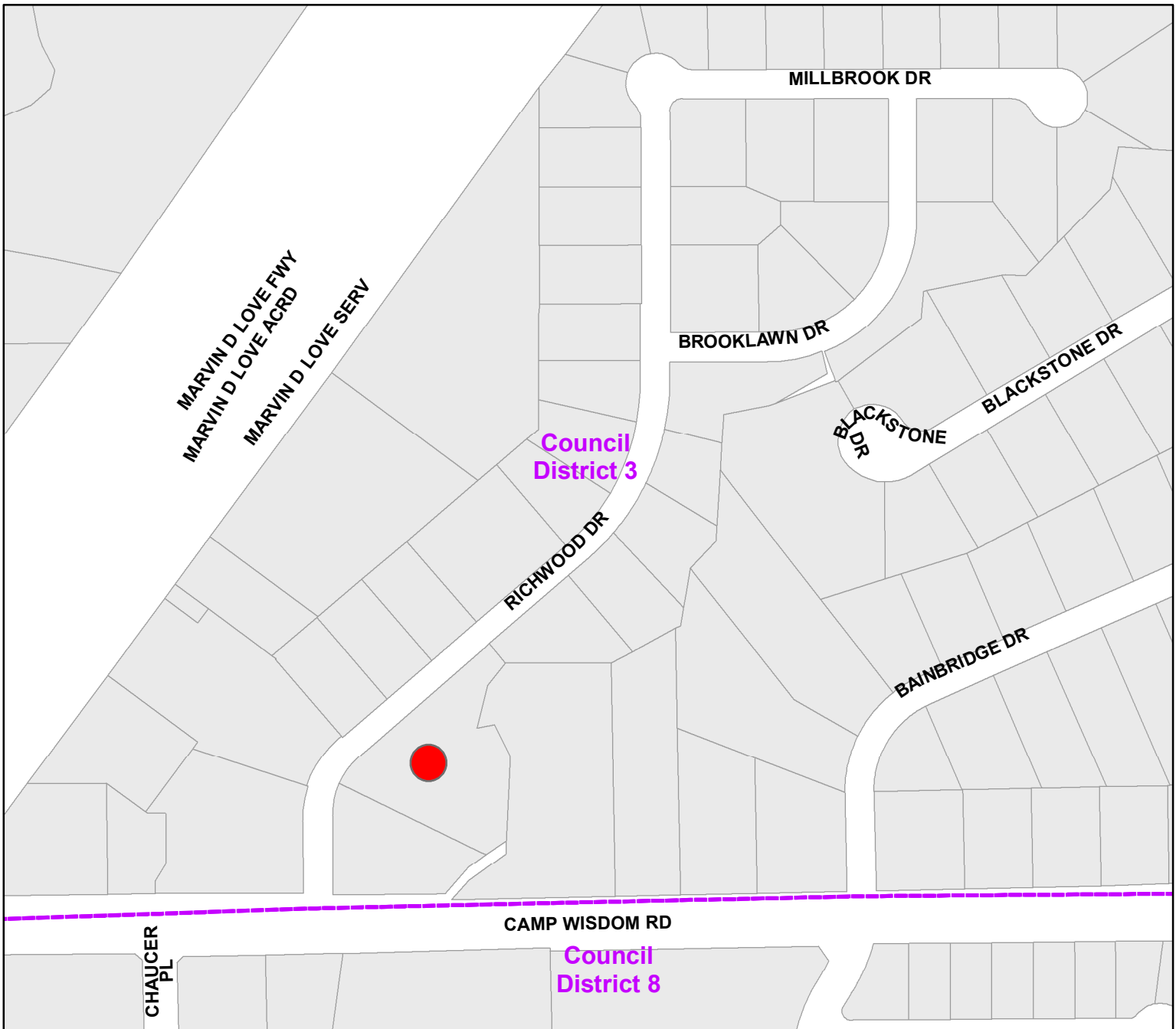
**Dallas Water Utilities**  
**Contract No. 19-087E**  
**Erosion Control Contract No. 3**  
**Stormwater Project Management**



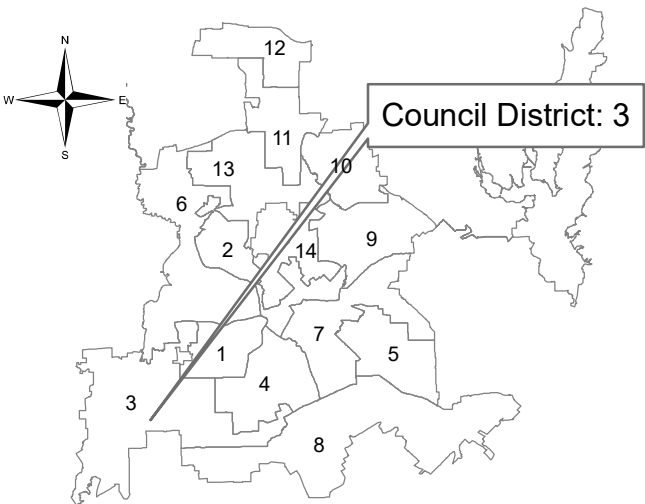
6906 Richwood Drive



**Dallas Water Utilities**  
**Contract No. 19-087E**  
**Erosion Control Contract No. 3**  
**Stormwater Project Management**



7014 Richwood Drive



**Dallas Water Utilities**  
**Contract No. 19-087E**  
**Erosion Control Contract No. 3**  
**Stormwater Project Management**

April 10, 2019

**WHEREAS**, stream banks along various property boundaries are experiencing severe erosion; and

**WHEREAS**, engineering services are required for the evaluation and design of improvements to address erosion at four locations; and

**WHEREAS**, LIM & Associates, Inc. was selected to provide engineering was selected to provide engineering services for these erosion control improvement projects and has submitted an acceptable proposal to provide these services.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with LIM & Associates, Inc., approved as to form by the City Attorney, for the engineering design of Erosion Control Contract No. 3, in an amount not to exceed \$256,000.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$256,000.00 to LIM & Associates, Inc. from the SDM - Capital Construction Fund, Fund 0063, Department DWU, Unit W241, Object 4111, Program TW17W241, Encumbrance/Contract No. CX-DWU-2019-00009213, Vendor 514273.

**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

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**File #:** 19-285

**Item #:** 45.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 9, 12, 13

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a professional services contract with IEA, Inc. for the engineering design of Erosion Control Contract No. 4 (list attached to the Agenda Information Sheet) - Not to exceed \$161,867.50 - Financing: Storm Drainage Management Capital Construction Fund

### **BACKGROUND**

This action will authorize a professional services contract with IEA, Inc. for the engineering design of four erosion control improvement projects. Erosion control improvements will be evaluated and designed for 2214 Lakeland Drive, 8725 Vinewood Drive, 18731 Rembrandt Terrace, and 10245 Timber Trail Drive.

The stream banks located along various property boundaries are experiencing severe erosion. This project will evaluate options to address erosion and develop construction documents to stabilize eroded stream banks utilizing gabion walls or other approved erosion control structures. The proposed improvements will stabilize the existing stream banks while staying within the existing property boundary and floodway or erosion control easements. In all four locations, a residential private home or detached structure on the residential lot is at risk from creek bank erosion.

The services provided include project management, topographic and boundary surveys, subsurface utility exploration, geotechnical investigations, permitting assistance, structural analysis, development of conceptual and preliminary construction plans, and development of pre-final and final construction plans and special specifications.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas Administrative Directive 4-5 procurement guidelines.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2019
Complete Design	May 2020
Begin Construction	November 2020
Complete Construction	May 2022

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

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Storm Drainage Management Capital Construction Fund - \$161,867.50

Estimated Future Cost - Construction - \$994,342.22

<b><u>Council District</u></b>	<b><u>Amount</u></b>
9	\$ 82,535.00
12	\$ 24,555.00
13	\$ 54,777.50
Total	\$161,867.50

**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 \$
\$161,867.50	Architectural & Engineering	25.66%	100.00%	\$161,867.50
• This contract exceeds the M/WBE goal.				

**OWNER**

IEA, Inc.

Shakeel Ahmed P.E., President

**MAPS**

Attached

Segment List  
Contract No. 19-089E  
Erosion Control Contract No. 4  
**Stormwater Project Management**

**District 9**

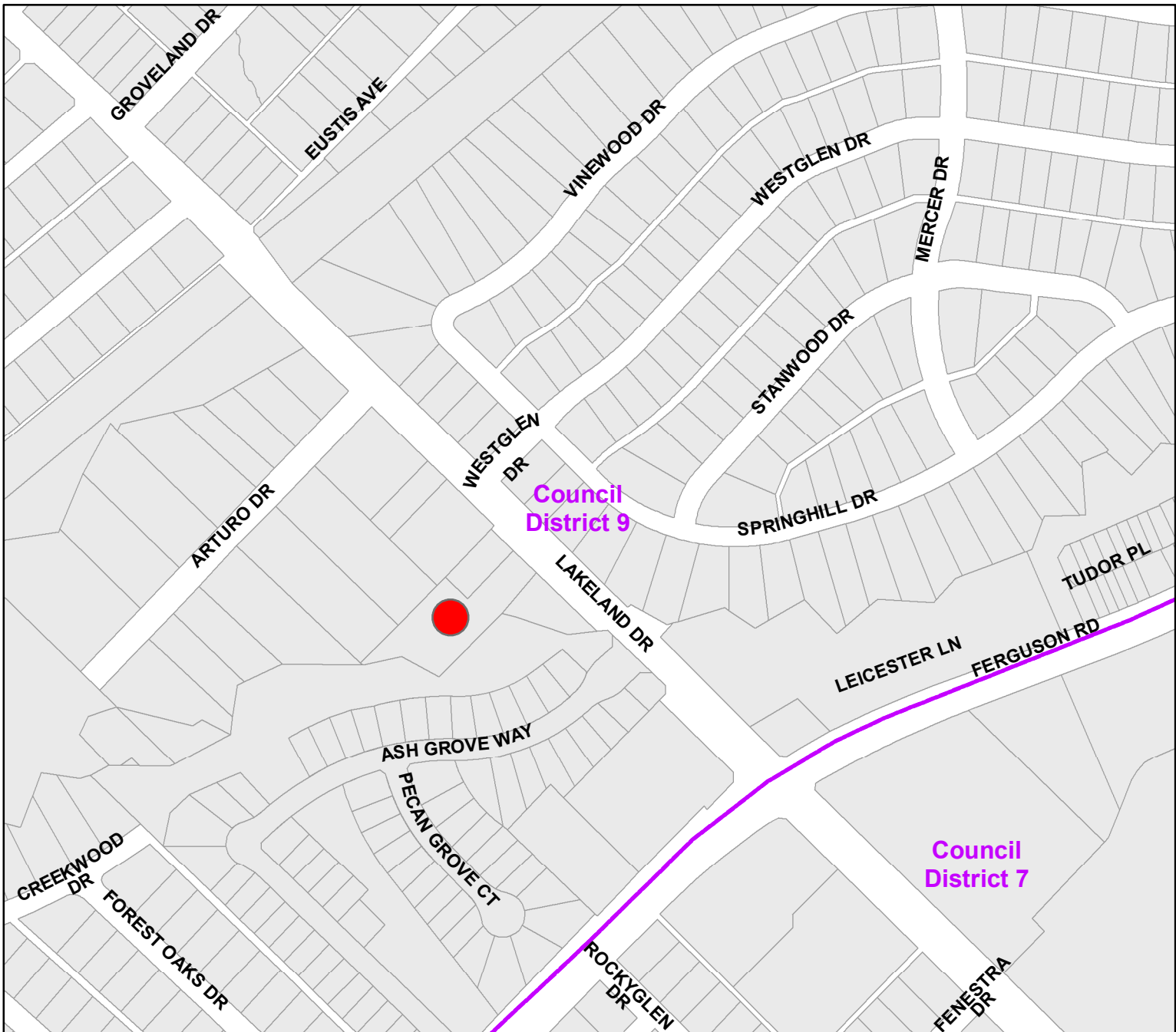
2214 Lakeland Drive  
8725 Vinewood Drive

**District 12**

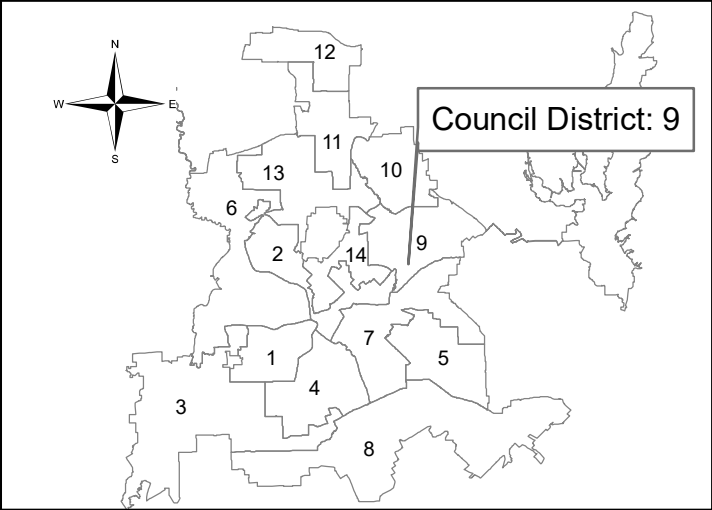
18731 Rembrandt Terrace

**District 13**

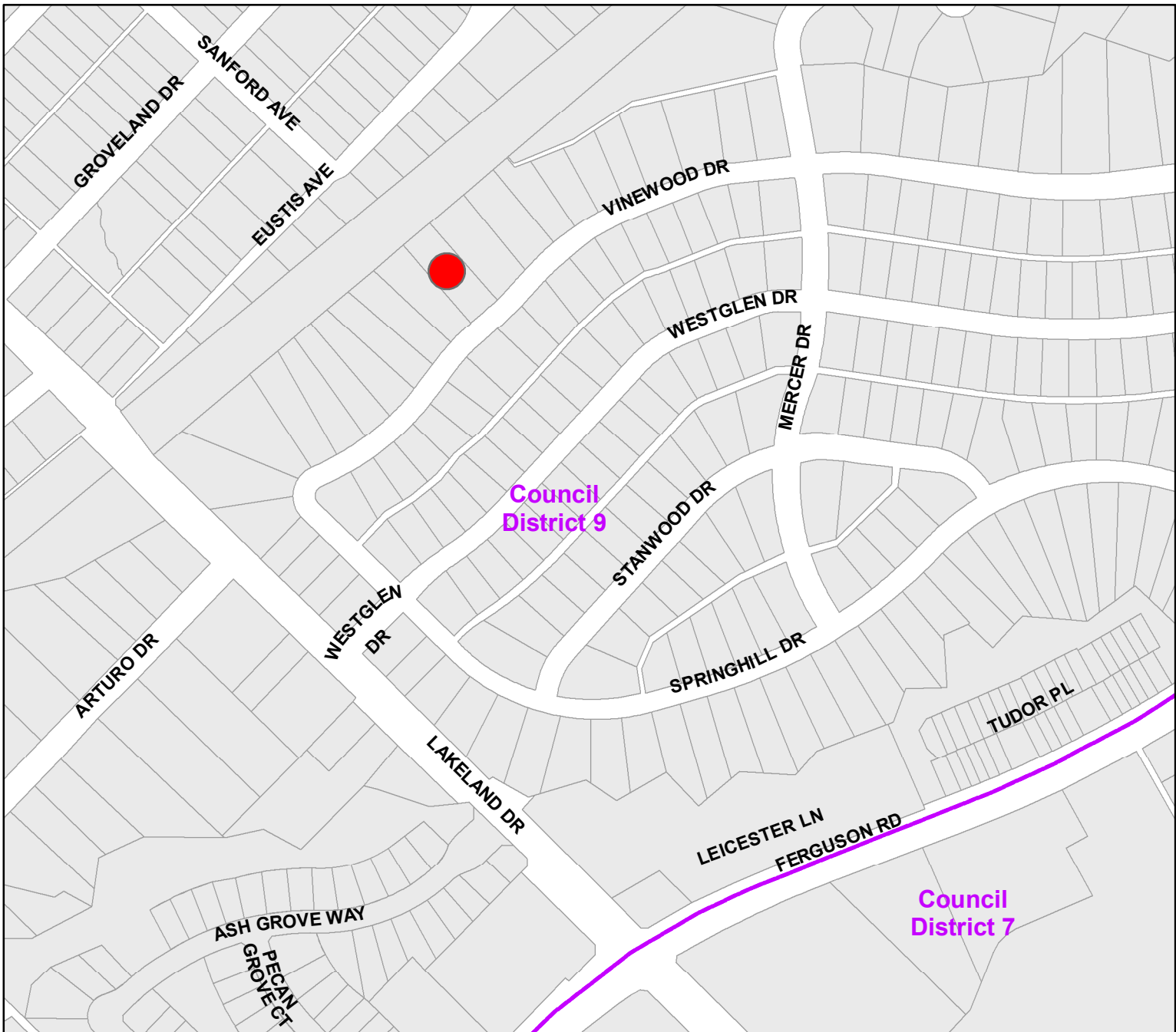
10245 Timber Trail Drive



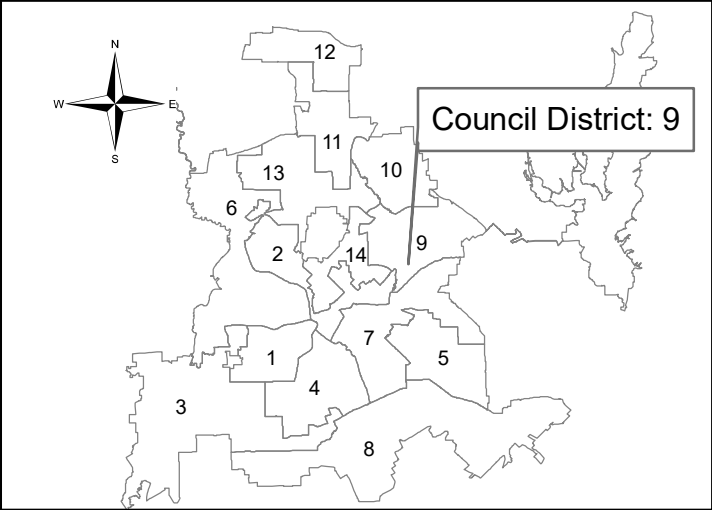
2214 Lakeland Drive



**Dallas Water Utilities**  
**Contract No. 19-089E**  
**Erosion Control Contract No. 4**  
**Stormwater Project Management**

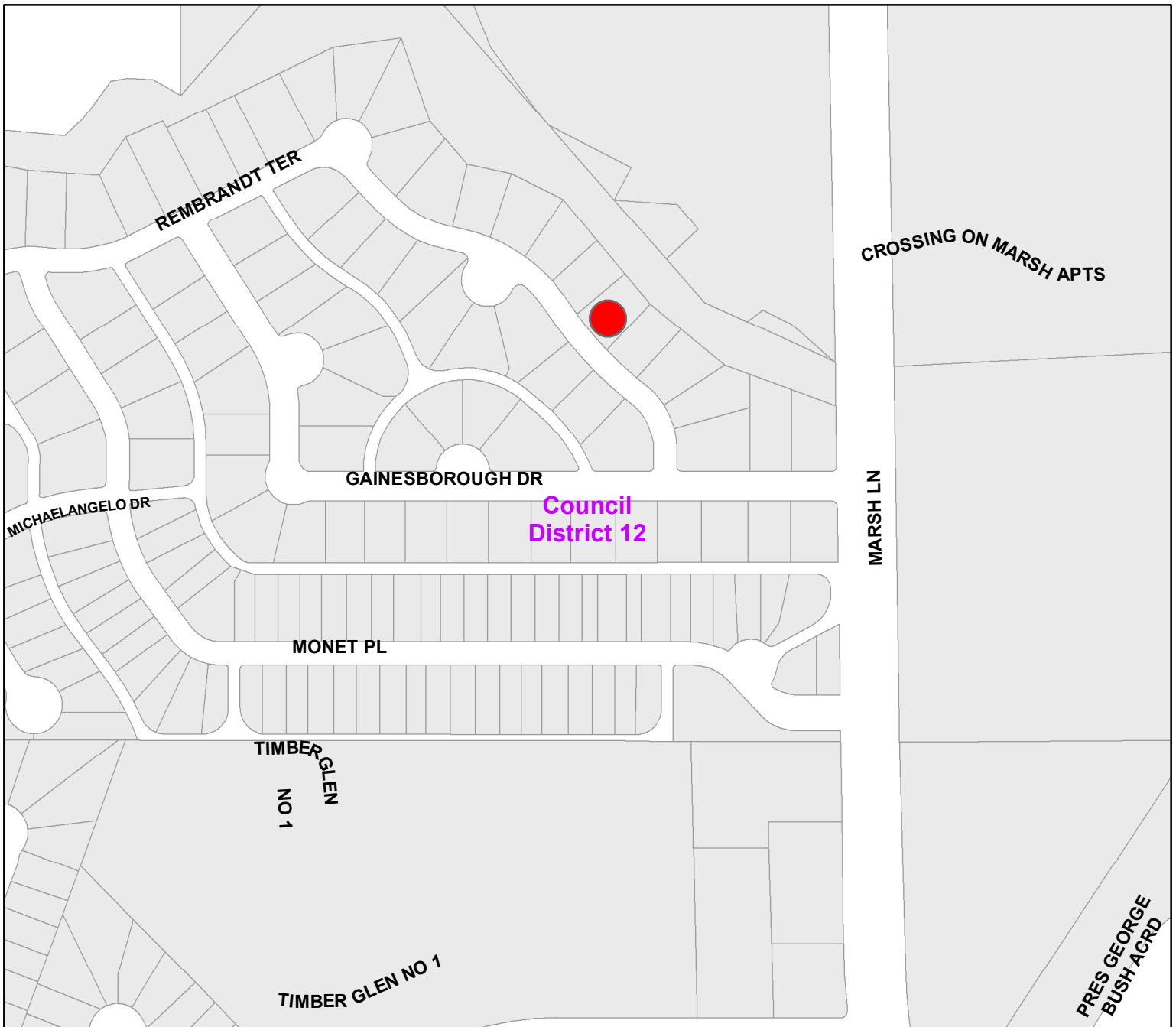


8725 Vinewood Drive

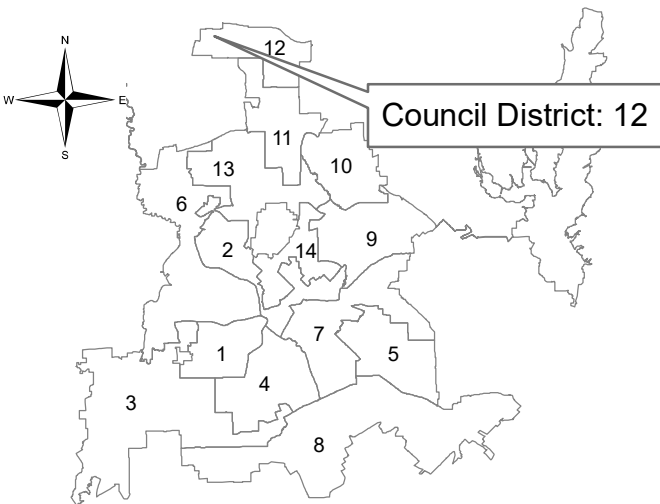


**Dallas Water Utilities**  
**Contract No. 19-089E**  
**Erosion Control Contract No. 4**  
**Stormwater Project Management**

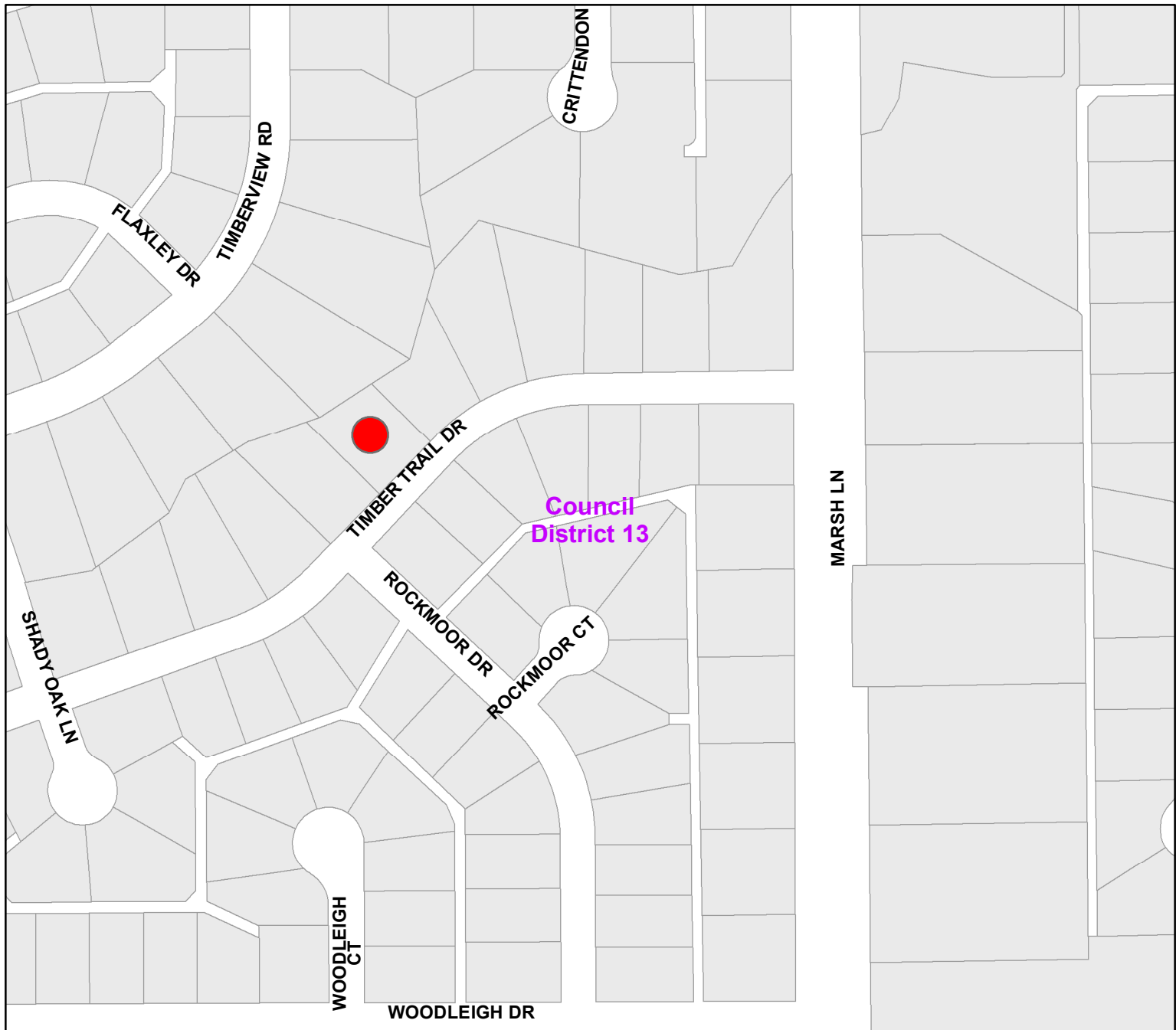




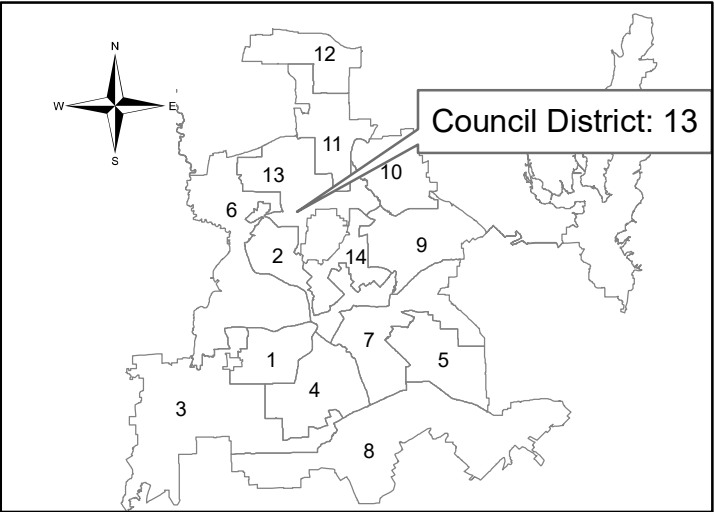
18731 Rembrandt Terrace



**Dallas Water Utilities**  
**Contract No. 19-089E**  
**Erosion Control Contract No. 4**  
**Stormwater Project Management**



10245 Timber Trail Drive



**Dallas Water Utilities**  
**Contract No. 19-089E**  
**Erosion Control Contract No. 4**  
**Stormwater Project Management**

April 10, 2019

**WHEREAS,** stream banks along various property boundaries are experiencing severe erosion; and

**WHEREAS,** engineering services are required for the evaluation and design of improvements to address erosion at four locations; and

**WHEREAS,** IEA, Inc. was selected to provide engineering services for these erosion control improvement projects and has submitted an acceptable proposal to provide these services.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to execute a professional services contract with IEA, Inc., approved as to form by the City Attorney, for the engineering design of Erosion Control Contract No. 4, in an amount not to exceed \$161,867.50.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$161,867.50 to IEA, Inc., in accordance with the terms and conditions of the contract:

Storm Drainage Capital Construction Fund  
Fund 0063, Department DWU, Unit W235, Activity SD01  
Object 4599, Program TW17W235  
Encumbrance/Contract No. CX-DWU-2019-00009214  
Vendor VS0000030431 \$ 47,077.50

Storm Drainage Capital Construction Fund  
Fund 0063, Department DWU, Unit W244, Activity SD01  
Object 4599, Program TW17W244  
Encumbrance/Contract No. CX-DWU-2019-00009214  
Vendor VS0000030431 \$ 35,457.50

Storm Drainage Capital Construction Fund  
Fund 0063, Department DWU, Unit W240, Activity SD01  
Object 4599, Program TW17W240  
Encumbrance/Contract No. CX-DWU-2019-00009214  
Vendor VS0000030431 \$ 24,555.00

April 10, 2019

**SECTION 2.** (continued)

Storm Drainage Capital Construction Fund	
Fund 0063, Department DWU, Unit W243, Activity SD01	
Object 4599, Program TW17W243	
Encumbrance/Contract No. CX-DWU-2019-00009214	
Vendor VS0000030431	<u>\$ 54,777.50</u>
 Total amount not to exceed	 \$161,867.50

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



## Agenda Information Sheet

**File #:** 19-245

**Item #:** 46.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize a construction contract for the Elm Fork Water Treatment Plant Lagoon Cleaning - Merrell Bros., Inc., lowest responsible bidder of four - Not to exceed \$12,946,224.00 - Financing: Water Utilities Capital Improvement Funds

### **BACKGROUND**

This action consists of cleaning two residual collection lagoons at the Elm Fork Water Treatment Plant (EFWTP) and making repairs to any defects in the clay liners. The EFWTP is the second largest of three water treatment plants serving customers of the City of Dallas Water Utilities Department. It was constructed in the 1950s and has a current capacity of 310 million gallons per day.

Residuals are a normal byproduct of the drinking water treatment process and are stored in on-site lagoons. Periodic cleaning is required as these lagoons reach their storage capacity to ensure continued, reliable operation. This project will restore storage capacity within the lagoons and ensure the EFWTP continues to meet production demands and environmental regulations mandated by the Texas Commission on Environmental Quality.

Merrell Bros., Inc. has had no contractual activities with the City of Dallas within the past three years.

### **ESTIMATED SCHEDULE OF PROJECT**

Began Design	July 2018
Completed Design	October 2018
Begin Construction	May 2019
Complete Construction	June 2020



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

On January 10, 2018, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Arcadis CE, Inc. f/k/a Malcolm Pirnie, Inc. for additional engineering services for the Elm Fork Water Treatment Plant water quality improvements by Resolution No. 18-0102.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Water Utilities Capital Improvement Funds - \$12,946,224.00

Design	\$ 142,000.00
Construction (this action)	<u>\$12,946,224.00</u>
Total Project Cost	\$13,088,224.00

**PROCUREMENT INFORMATION**

The following four bids with quotes were opened on December 14, 2018:

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Bid Amount</u></b>
*Merrell Bros., Inc. 8811 West 500 North Kokomo, Indiana 46901	\$12,946,224.00
American Process Group Inc.	\$14,005,888.00
Renda Environmental, Inc.	\$15,282,500.00
Bio-Nomic Services, Inc.	\$24,851,000.00

**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>
\$12,946,224.00	Construction	25.00%	26.27%	\$3,400,973.05
• This contract exceeds the M/WBE goal.				

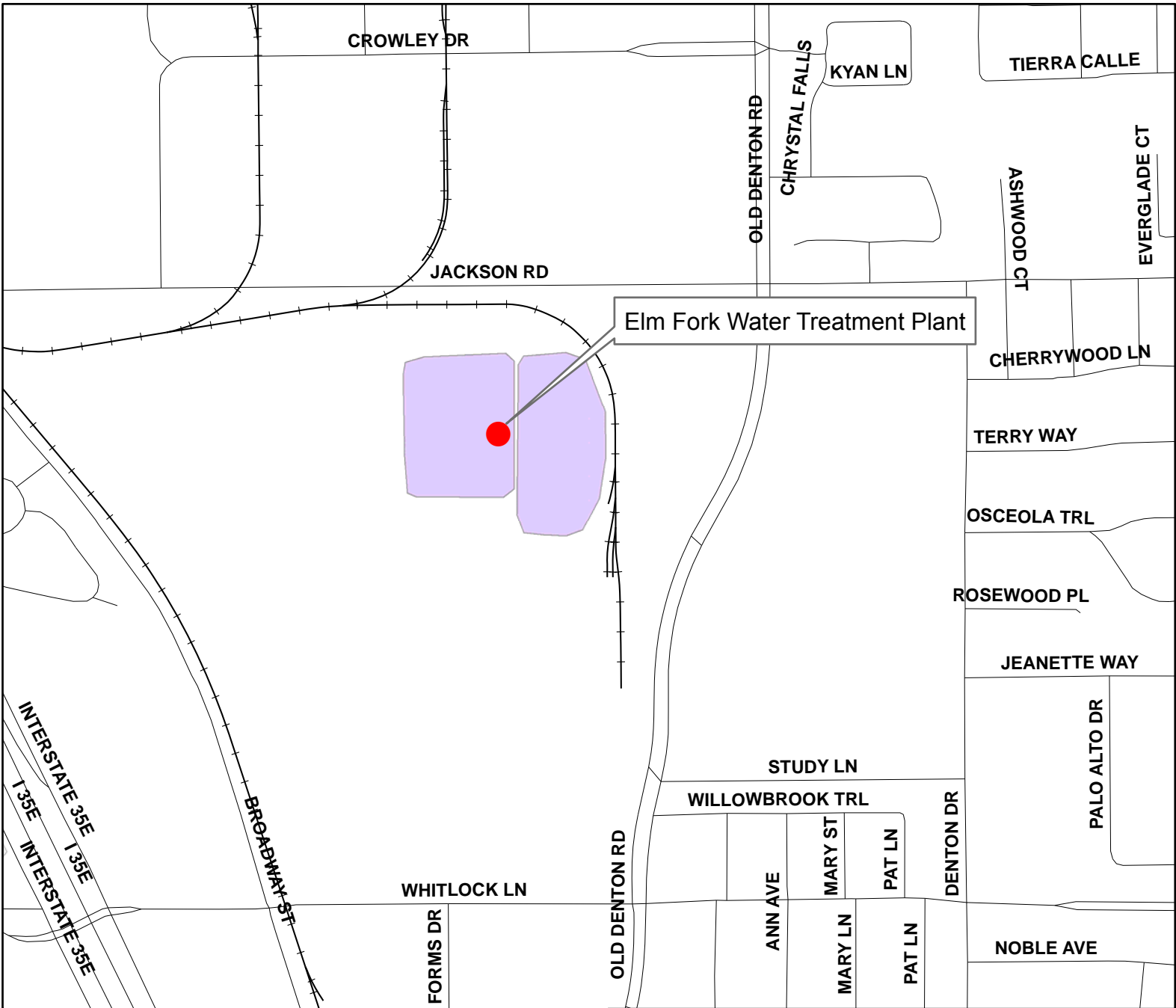
**OWNER**

**Merrell Bros., Inc.**

Nieta Merrell, President  
Ted Merrell, Vice President

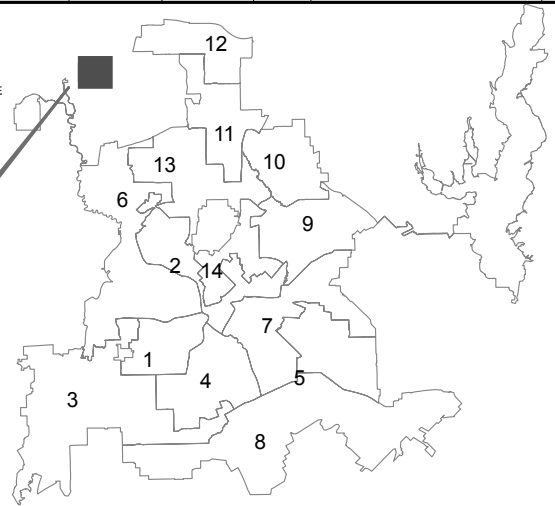
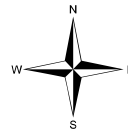
**MAP**

Attached



Mapsco: 2 T

Council District: Outside City Limits



**Dallas Water Utilities  
Contract No. 19-039  
Elm Fork Water Treatment Plant  
Lagoon Cleaning**

April 10, 2019

**WHEREAS**, on December 14, 2018, four bids were received for the Elm Fork Water Treatment Plant Lagoon Cleaning, Contract No. 19-039, listed as follows:

<b><u>Bidders</u></b>	<b><u>Bid Amount</u></b>
Merrell Bros., Inc.	\$12,946,224.00
American Process Group Inc.	\$14,005,888.00
Renda Environmental, Inc.	\$15,282,500.00
Bio-Nomic Services, Inc.	\$24,851,000.00

**WHEREAS**, the bid submitted by Merrell Bros., Inc., 8811 West 500 North, Kokomo, Indiana, 46901, in the amount of \$12,946,224.00, is the lowest and best of all bids received.

**Now, Therefore,**

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

**SECTION 1.** That the bid submitted by Merrell Bros., Inc., in the amount of \$12,946,224.00, for doing the work covered by the plans, specifications, and contract documents, Contract No. 19-039, be accepted.

**SECTION 2.** That the City Manager is hereby authorized to execute a construction contract with Merrell Bros., Inc., approved as to form by the City Attorney, for the Elm Fork Water Treatment Plant Lagoon Cleaning, in an amount not to exceed \$12,946,224.00.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$12,946,224.00 to Merrell Bros., Inc. from the Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW31, Object 4320, Program 719039, Encumbrance/Contract No. CX-DWU-2019-00009328, Vendor VS0000063711.

**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

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**File #:** 18-1235

**Item #:** 47.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize Supplemental Agreement No. 1 to the design-build contract with Eagle Contracting L.P. for the replacement of the Walnut Hill Pump Station located within the City of Dallas water distribution system - Not to exceed \$13,854,111.45, from \$575,192.00 to \$14,429,303.45 - Financing: Water Utilities Capital Improvement Funds

### **BACKGROUND**

The Walnut Hill Pump Station facility is located at 3820 Walnut Hill Lane, just east of Marsh Lane. The facility, which supplies water to north Dallas, is comprised of two separate pump stations with a combined capacity of 50 million gallons per day. The original facility was constructed in 1949 with a temporary facility being constructed in 1999 to support additional demands. The facility is a critical component of the distribution system because of its vital role of boosting pressures and increasing flow to the north Dallas service area. Both pump stations have exceeded their service life and were identified for improvements in the 2007 Water Capital Infrastructure Assessment Report.

On November 8, 2017, City Council authorized a design-build contract with Eagle Contracting, Limited Partnership for the design and construction of improvements to the Walnut Hill Pump Station facility by Resolution No.17-1777. The project was planned to be awarded in two phases, with the first phase taking the project to 60 percent design and the second phase to include construction and completion of design services based on an agreed Guaranteed Maximum Price (GMP).

The first phase has been completed and Eagle Contracting has submitted an acceptable GMP to complete the second phase of the project. This action will authorize the second phase of the design-build contract, which includes full design, construction, and permitting services required for the pump station facility improvements. Improvements will consist of a single new structure, pumps, motors, valves, piping, transformers, Supervisory Control and Data Acquisition instrumentation, flow meters, surge protection devices, new driveways, sidewalk, parking area, security fences, cameras and personnel training. Landscaping improvements are not included in the design-build contract and will be constructed under a separate contract upon completion of the pump station facility improvements.



**ESTIMATED SCHEDULE OF PROJECT**

Began Design	December 2017
Complete Design	October 2019
Begin Construction	July 2019
Complete Construction	June 2021

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

On November 8, 2017, City Council authorized a design-build contract with Eagle Contracting Limited Partnership for the design and construction of improvements to the Walnut Hill Pump Station facility by Resolution No. 17-1777.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 8, 2019.

**FISCAL INFORMATION**

Water Utilities Capital Improvement Fund - \$13,854,111.45

Preliminary Design	\$ 1,544,241.00
Design-Build	\$ 575,192.00
Supplemental Agreement No. 1 (this action)	<u>\$13,854,111.45</u>

Total Project Cost	\$15,973,544.45
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**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 \$
\$13,854,111.45	Architectural & Engineering	25.66%	24.06%	\$3,333,347.00
• This contract does not meet the M/WBE goal, but complies with good faith efforts.				
• Supplemental Agreement No. 1 - 25.93% Overall M/WBE participation				

**OWNER**

**Eagle Contracting L.P.**

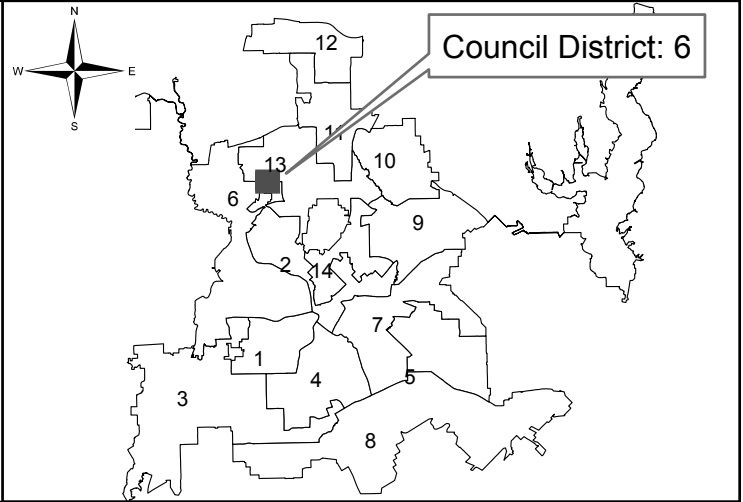
Roy Ewen, President

**MAP**

Attached



Walnut Hill Pump Station



April 10, 2019

**WHEREAS**, the City of Dallas has identified the need to improve the 70-year-old Walnut Hill Pump Station, a key facility for boosting system pressures and flows, which has exceeded its service life; and

**WHEREAS**, on February 25, 2015, City Council authorized an engineering contract with Nathan D. Maier Consulting Engineers, Inc. to provide engineering services associated with improvements to the Walnut Hill Pump Station facility, in an amount not to exceed \$1,544,241.00, by Resolution No. 15-0392; and

**WHEREAS**, on November 8, 2017, City Council authorized a design-build contract with Eagle Contracting Limited Partnership for improvements to the Walnut Hill Pump Station facility, in an amount not to exceed \$575,192.00, by Resolution No. 17-1777; and

**WHEREAS**, 60 percent designs have been prepared by Eagle Contracting Limited Partnership and approved by the City of Dallas; and

**WHEREAS**, Eagle Contracting L.P., 5700 Park Vista Circle, Fort Worth, Texas 76244, has submitted an acceptable Guaranteed Maximum Price to complete the remaining design and construction of the Walnut Hill Pump Station facility improvements; and

**WHEREAS**, Dallas Water Utilities recommends that Contract No. 18-017E be increased by \$13,854,111.45, from \$575,192.00 to \$14,429,303.45.

**Now, Therefore,**

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

**SECTION 1.** That the proposed Supplemental Agreement No. 1 to the design-build contract be accepted and that Contract No. 18-017E with Eagle Contracting, L.P., be revised accordingly.

**SECTION 2.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the design-build contract with Eagle Contracting, L.P., approved as to form by the City Attorney, for the replacement of the Walnut Hill Pump Station located within the City of Dallas water distribution system, in an amount not to exceed \$13,854,111.45, increasing the contract amount from \$575,192.00 to \$14,429,303.45.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$13,854,111.45 to Eagle Contracting, L.P., as follows:

Water Capital Improvement Fund  
Fund 2115, Department DWU, Unit PW40  
Object 4550, Program 718017, Vendor 356959  
Encumbrance/Contract No. CX-DWU-2017-00003956

\$13,419,739.45

April 10, 2019

**SECTION 3.** (continued)

Water Capital Construction Fund

Fund 2115, Department DWU, Unit PW40

Object 4111, Program 718017, Vendor 356959

Encumbrance/Contract No. CX-DWU-2017-00003956 \$ 434,372.00

Total amount not to exceed \$13,854,111.45

**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 #:** 19-240

**Item #:** 48.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize Supplemental Agreement No. 2 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide additional engineering services associated with improvements to the Walnut Hill Pump Station facility - Not to exceed \$454,972.00, from \$1,900,991.00 to \$2,355,963.00 - Financing: Water Utilities Capital Improvement Funds

### **BACKGROUND**

The Walnut Hill Pump Station facility is located at 3820 Walnut Hill Lane, just east of Marsh Lane. The facility, which boosts water pressures and flows to north Dallas, is comprised of two separate pump stations with a combined capacity of 50 million gallons per day. The original facility was constructed in 1949 with a temporary facility being constructed in 1999 to support additional water demands. The facility is a critical component of the water distribution system because of its vital role of boosting pressures and increasing flow to the north Dallas service area. Both pump stations have exceeded their service life and were identified for improvements in the 2007 Water Capital Infrastructure Assessment Report.

On February 25, 2015, an engineering contract with Nathan D. Maier was authorized to provide engineering services associated with improvements to the Walnut Hill Pump Station facility. The engineering contract included an evaluation of replacement options, site development plans, and preparation of procurement documents for design-build project delivery. On November 8, 2017, a design-build contract with Eagle Contracting Limited Partnership was authorized for improvements to the Walnut Hill Pump Station.

On April 11, 2018, Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier was authorized to provide additional engineering services support during the execution of the design-build contract. Supplemental Agreement No. 1 was originally anticipated to provide engineering services throughout construction. Due to the need for additional services and evaluations during the course of the design-build process, a second supplemental agreement is needed to provide owner representation services through the completion of the Walnut Hill Pump Station Project.

Continued engineering services will ensure proper implementation and oversight during the design-build process.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Engineering Services	June 2019
Complete Engineering Services	June 2021
Begin Construction	July 2019
Complete Construction	June 2021

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

On February 25, 2015, City Council authorized an engineering contract with Nathan D. Maier Consulting Engineers, Inc. to provide engineering services associated with improvements to the Walnut Hill Pump Station facility by Resolution No. 15-0392.

On April 11, 2018, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide additional engineering services associated with improvements to the Walnut Hill Pump Station facility by Resolution No. 18-0554.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

Water Utilities Capital Improvement Funds - \$454,972.00

Design	\$1,544,241.00
Supplemental Agreement No. 1	\$ 356,750.00
Supplemental Agreement No. 2 (this action)	<u>\$ 454,972.00</u>
Total Project Cost	\$2,355,963.00

### **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 \$
\$454,972.00	Architectural & Engineering	25.66%	100.00%	\$454,972.00
• This contract exceeds the M/WBE goal.				
• Supplemental Agreement No. 2 - 85.27% Overall M/WBE Participation				

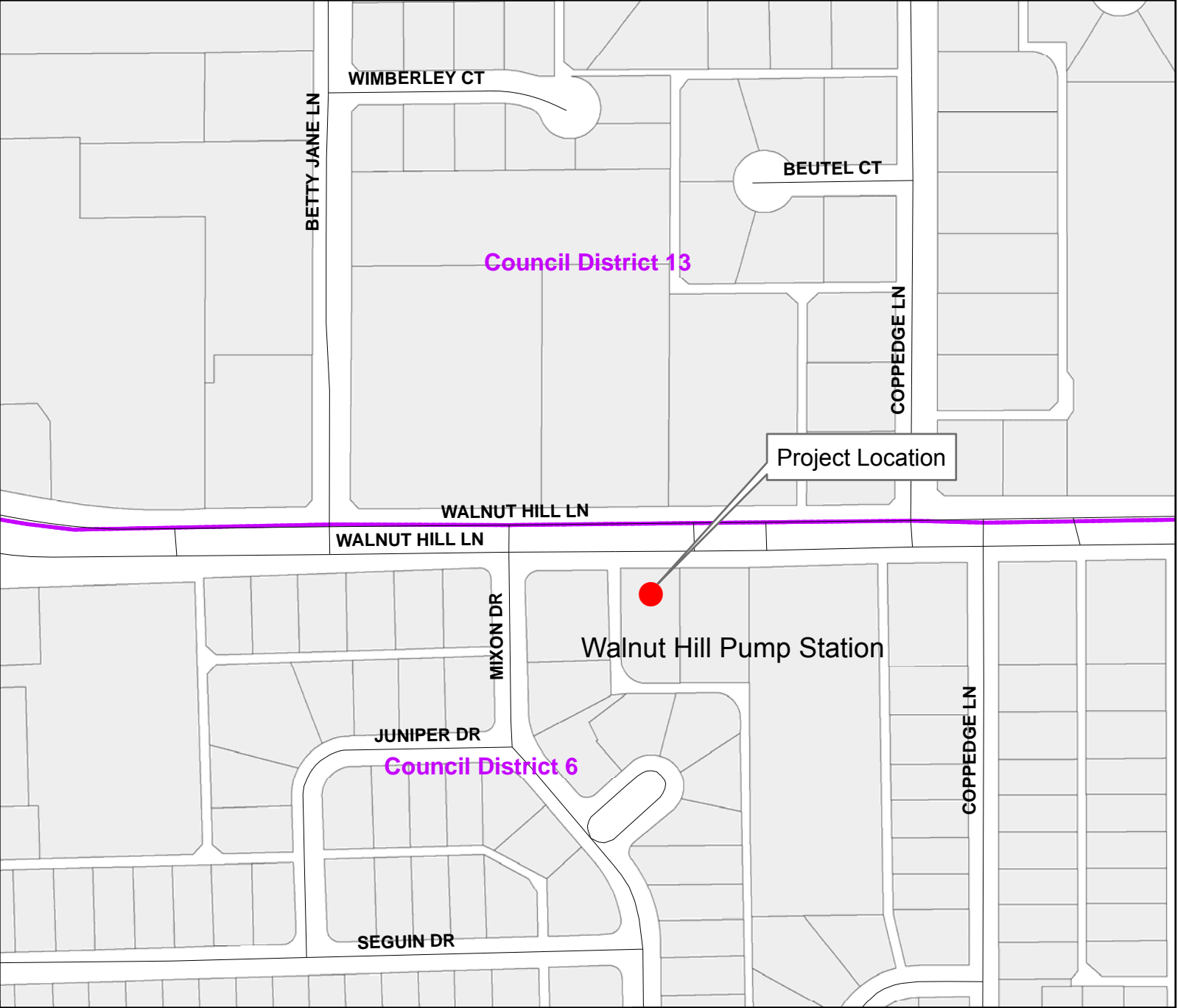
**OWNER**

**Nathan D. Maier Consulting Engineers, Inc.**

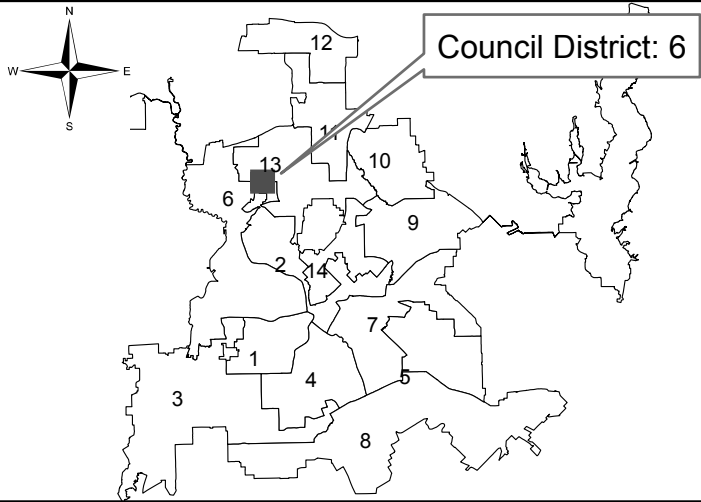
Jean Maier Dean, P.E., President and Chief Executive Officer

**MAP**

Attached



Mapsc0: 24 N



April 10, 2019

**WHEREAS**, on February 25, 2015, City Council authorized an engineering contract with Nathan D. Maier Consulting Engineers, Inc. to provide engineering services associated with improvements to the Walnut Hill Pump Station facility, in an amount not to exceed \$1,544,241.00, by Resolution No. 15-0392; and

**WHEREAS**, on April 11, 2018, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide additional engineering services associated with improvements to the Walnut Hill Pump Station facility, in an amount not to exceed \$356,750.00, from \$1,544,241.00 to \$1,900,991.00, by Resolution No. 18-0554; and

**WHEREAS**, the City of Dallas has identified a need to improve the 70-year-old Walnut Hill Pump Station, a key facility for boosting system pressures and flows, which has exceeded its service life; and

**WHEREAS**, additional services are required to provide engineering support and owner representation services through the completion of the Walnut Hill Pump Station design-build delivery process; and

**WHEREAS**, Nathan D. Maier Consulting Engineers, Inc., 12377 Merit Drive, Suite 700, Dallas, Texas 75251, has submitted an acceptable proposal to provide these engineering services; and

**WHEREAS**, Dallas Water Utilities recommends that Contract No. 15-003E be increased by \$454,972.00, from \$1,900,991.00 to \$2,355,963.00.

**Now, Therefore,**

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

**SECTION 1.** That the proposed Supplemental Agreement No. 2 to the professional services contract be accepted and that Contract No. 15-003E with Nathan D. Maier Consulting Engineers, Inc., be revised accordingly.

**SECTION 2.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc., approved as to form by the City Attorney, to provide additional engineering services associated with improvements to the Walnut Hill Pump Station facility, in an amount not to exceed \$454,972.00, increasing the contract amount from \$1,900,991.00 to \$2,355,963.00.



April 10, 2019

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$454,972.00 to Nathan D. Maier Consulting Engineers, Inc. from the Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW40, Object 4111, Program 715003, Encumbrance CT-DWU715003CP, Vendor 192659.

**SECTION 4.** That this contract is designated as Contract No. DWU-2017-00003508.

**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 #:** 19-386

**Item #:** 49.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** 1, 6

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize the **(1)** establishment of appropriations in the amount of \$7,091,014.00 in the IH30 Construction Fund; **(2)** transfer of funds in the amount up to \$7,091,014.00 from the General Capital Reserve Fund to the IH30 Construction Fund; and **(3)** payment to Texas Department of Transportation for additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway in an amount up to \$7,094,014.00 - Financing: IH30 Construction Fund

### **BACKGROUND**

Since the early 1990's, the Trinity River Corridor Project has been discussed with the community at large. Thousands of participants have contributed to the overall plan which includes flood protection, recreation, transportation, ecosystem restoration and economic development. Signature bridges have been considered a critical component of both the transportation and economic development initiatives. The City worked with Santiago Calatrava, LLC as a part of the 1998 Bond Program to design signature bridge components for the Trinity River Corridor Project. The first Calatrava bridge is the Margaret Hunt Hill Bridge which was completed in 2012. The Margaret McDermott (IH30) Bridge is the second Calatrava designed bridge crossing The Trinity.

The Texas Department of Transportation (TxDOT) is responsible for the construction of the Margaret McDermott Bridge (IH30) and the project has been included into the Horseshoe Project. The Horseshoe Project's scope entails the reconstruction of the Margaret McDermott (IH30) and Interstate Highway 35 bridges across the Trinity River Floodway and the connecting freeway segment locally known as the downtown "mixmaster". Design of the signature bridges was completed in August 2012.

TxDOT awarded the Horseshoe Design-Build contract to Pegasus Link Constructors (PLC) on November 15, 2012. The actual bids for the IH30 signature bridges came in at \$114,987,000.00. However, due to several value engineering strategies, the costs have been reduced to a total of \$112,518,433.71 which has been made available for the construction of the signature bridges

including \$91,353,860.00 in federal funding, \$11,633,140.00 in Regional Transportation Council funding, and \$9,531,433.71 in City and private funding.

To address the fatigue issue associated with the constructed cable anchorage assemblies, the Engineer of Record recommended two options. Option 1 entails retrofitting the lower cable anchorage assembly with a new lower socket and a larger anchor rod. Option 2 entails replacing all cables including a new lower cable anchorage assembly with a larger anchor rod. Both options call for additional cable dampers. TxDOT provided a cost estimate in the amount of \$7,091,013.05 for Option 2 which involves fabricating and testing new lower cable anchorage assemblies, replacing all existing cables, and installing additional cable dampers. Included in this cost are frontage road lane closures and additional contractor's bonding and insurance costs as the engineering solution was being investigated and developed.

TxDOT anticipates completing the full cable replacements within approximately 34 months from the date of authorizing the change order. TxDOT's contractor was unable to price retrofit Option 1 due to a level of uncertainty of fabrication engineering and non-standard components.

Funding for the full cable replacements will be from the original sale of land and easements associated with this project. Per the City's Local Project Advance Funding Agreement with TxDOT, the City is responsible for construction cost overruns.

This action will authorize a payment to TxDOT for the City's share of additional construction costs in an amount not to exceed \$7,091,013.05.

### **ESTIMATED SCHEDULE OF PROJECT**

Began Design	June 2011
Completed Design	January 2013
Began Construction	April 2013
Complete Construction	April 2022

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

On June 23, 1999, City Council authorized support of the concept of signature bridges by Resolution No. 99-2138.

On April 5, 2011, the Trinity River Corridor Project Committee was briefed and recommended the IH30 Bridge Possible New Strategy and contract for Santiago Calatrava, LLC be moved forward to full Council for approval.

On April 13, 2011, City Council authorized a professional services contract with Santiago Calatrava, LLC for engineering and design services for IH30 Bridge Pedestrian and Bicycle Components by Resolution No. 11-1004.

On June 27, 2012, City Council authorized an Interlocal Agreement with the Texas Department of Transportation to establish responsibilities for construction funding for the bicycle and pedestrian components for the Margaret McDermott (IH30) Bridge over the Trinity River by Resolution No. 12-1739.

On January 14, 2013, the Trinity River Corridor Project Committee was briefed on the Margaret McDermott Bridge Update.

On January 23, 2013, City Council authorized payment to the Texas Department of Transportation in the amount of \$8,438,228 for the City's construction funding responsibilities for the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway by Resolution No. 13-0250.

On January 23, 2013, City Council authorized a Project Specific Agreement with Dallas County for funding participation for design and construction of IH30 bicycle and pedestrian connections between Riverfront Boulevard and Beckley Avenue, including the Margaret McDermott (IH30) Bicycle and Pedestrian Bridges over the Trinity River Floodway by Resolution No. 13-0251.

On February 22, 2016, the Transportation and Trinity River Project Committee was briefed on the Margaret McDermott Bridge.

On June 22, 2016, City Council authorized payment to the Texas Department of Transportation for additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway by Resolution No. 16-1082.

On April 12, 2017, City Council authorized (1) the receipt and deposit of funds from the Trinity Trust Foundation in support of the Margaret McDermott (IH30) Bridge over the Trinity Floodway; (2) Supplemental Agreement No. 3 to decrease the value of the professional services contract with Santiago Calatrava, LLC for the Margaret McDermott (IH30) Bridge over the Trinity Floodway; (3) an increase in appropriations in the IH30 Bridge Donation Fund; and (4) payment to the Texas Department of Transportation, for additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway by Resolution No. 17-0615.

City Council was briefed on the Margaret McDermott Bridge on May 4, 2018.

City Council was briefed on the Margaret McDermott Bridge on June 29, 2018.

The Mobility Solutions, Infrastructure & Sustainability Committee was briefed on the Margaret McDermott Bridge on August 13, 2018.

City Council was briefed on the Margaret McDermott Bridge on October 26, 2018.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 8, 2019.

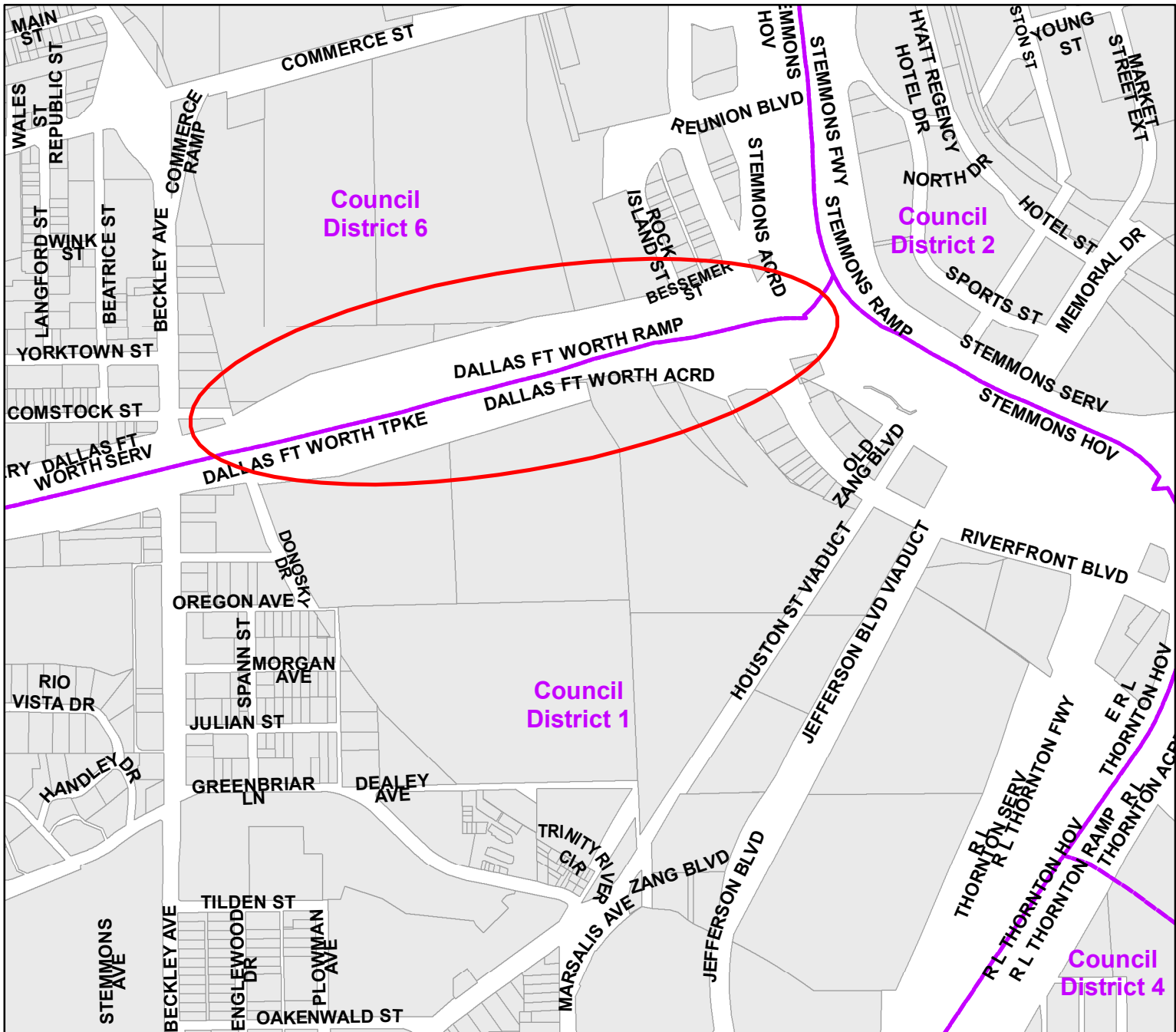
### **FISCAL INFORMATION**

IH30 Construction Fund - \$7,091,013.05

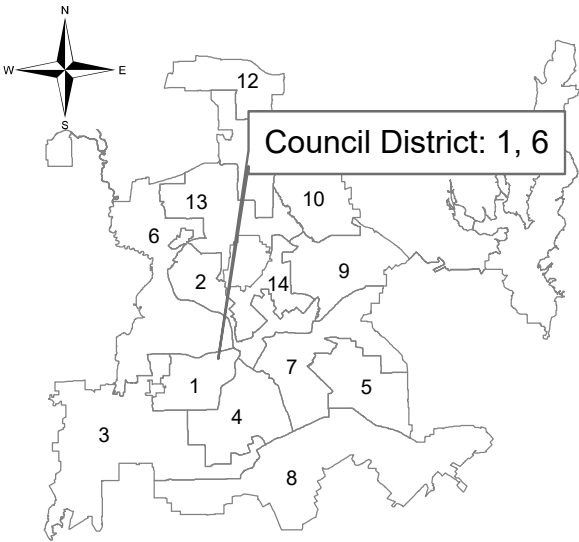
<b><u>Council District</u></b>	<b><u>Amount</u></b>
1	\$3,545,506.52
6	<u>\$3,545,506.53</u>
Total	\$7,091,013.05

**MAP**

Attached



Margaret McDermott (IH30) Bridge





April 10, 2019

**WHEREAS**, on January 23, 2013, City Council authorized a Project Specific Agreement with Dallas County for funding participation in design and construction of IH30 bicycle and pedestrian connections between Riverfront Boulevard and Beckley Avenue, including the Margaret McDermott (IH30) Bicycle and Pedestrian Bridges over the Trinity River Floodway by Resolution No. 13-0251; and

**WHEREAS**, on June 22, 2016, City Council authorized payment to the Texas Department of Transportation for the City's share of construction funding difference for the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway, in an amount of \$1,093,205.71, by Resolution No. 16-1082; and

**WHEREAS**, on December 2, 2016, Administrative Action No. 16-1266 authorized payment to the Texas Department of Transportation for the City's share of additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway, in an amount of \$45,024.79; and

**WHEREAS**, on March 8, 2017, Administrative Action No. 17- 0317 authorized payment to the Texas Department of Transportation for the City's share of additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway, in an amount of \$45,370.79; and

**WHEREAS**, on April 12, 2017, City Council authorized **(1)** the receipt and deposit of funds in the amount of \$100,000.00 from the Trinity Trust Foundation in support of the Margaret McDermott (IH30) Bridge over the Trinity Floodway; **(2)** Supplemental Agreement No. 3 to decrease the value of the professional services contract with Santiago Calatrava, LLC for the Margaret McDermott (IH30) Bridge over the Trinity Floodway for a contract credit in an amount not to exceed (\$125,000.00), from \$10,688,500.00 to \$10,563,500.00 without any change in the services to be performed under the contract; **(3)** an increase in appropriations in the IH30 Bridge Donation Fund in the amount of \$100,000.00; and **(4)** payment to the Texas Department of Transportation, in an amount not to exceed \$222,017.00 for additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway by Resolution No. 17-0615; and

**WHEREAS**, it is now necessary to authorize payment to the Texas Department of Transportation (TxDOT) for additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway.

**Now, Therefore,**

April 10, 2019

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

**SECTION 1.** That the City has no other option than to pay the additional cost to get the project completed and reserves its right to pursue all other responsible third parties for these additional costs.

**SECTION 2.** That the City Manager is hereby authorized to establish appropriations in the amount of \$7,091,014.00 in the IH30 Construction Fund, Fund DL16, Department DWU, Unit W369, Object 3511.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to transfer \$7,091,014.00 from the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416 to the IH30 Construction Fund, Fund DL16, Department DWU, Unit W369, Object 3511.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to make payment to the Texas Department of Transportation in an amount up to \$7,091,014, for the City's share of additional costs associated with the construction of the bicycle and pedestrian components of the Margaret McDermott (IH30) Bridge over the Trinity Floodway in accordance with the terms and conditions of the Local Transportation Project Advance Funding Agreement from IH30 Construction Fund, Fund DL16, Department DWU, Unit W369, Activity TRPP, Object 3511, Program PB98P107, Encumbrance CT-PBW98P107D2-3, Vendor 239588.

**SECTION 5.** That this contract is designated as Contract No. DWU-2019-00009903.

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



## Agenda Information Sheet

**File #:** 19-428

**Item #:** 50.

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

**AGENDA DATE:** April 10, 2019

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Water Utilities Department

**EXECUTIVE:** Majed Al-Ghafry

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### **SUBJECT**

Authorize the **(1)** rejection of bids received for the installation of water and wastewater mains at various locations; and **(2)** re-advertisement for new bids - Financing: No cost consideration to the City

### **BACKGROUND**

This project consists of the installation of approximately 48,163 feet of water and wastewater mains. This includes the installation of approximately 33,317 of 4-inch thru 24-inch water mains, and the installation of 14,846 feet of 8-inch thru 24-inch wastewater mains.

On March 1, 2019, two bids were received. Bid proposals received were significantly higher than the engineer's estimate and the project budget. In the best interest of the City of Dallas, the Water Utilities Department is recommending rejection of bids received and the re-advertisement of this project at a later date. The project will be repackaged in an effort to receive more bids and better proposals.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 8, 2019.

### **FISCAL INFORMATION**

No cost consideration to the City.

April 10, 2019

**WHEREAS**, on March 1, 2019, bids were received for water and wastewater main replacements at various locations; and

**WHEREAS**, bid proposals were significantly higher than the engineer's estimate and the project budget; and

**WHEREAS**, it has been determined that it is in the best interest of the City of Dallas to reject the bids received and re-advertise for new bids at a later date.

**Now, Therefore,**

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

**SECTION 1.** That all bids received for the installation of water and wastewater mains at various locations, Contract No. 18-173/174, be rejected; and re-advertise for new bids.

**SECTION 2.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.