APRIL 26, 2017 CITY COUNCIL AGENDA
CERTIFICATION

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated April 26, 2017. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.

T.C. Broadnax
City Manager

04/14/2017
Date

Elizabeth Reich
Chief Financial Officer

4/14/2017
Date

RECEIVED
2017 APR 14 PM 4:21
CITY SECRETARY
DALLAS, TEXAS

COUNCIL AGENDA

April 26, 2017
Date

(For General Information and Rules of Courtesy, Please See Opposite Side.)
(La Información General Y Reglas De Cortesía Que Deben Observarse
Durante Las Asambleas Del Consejo Municipal Aparecen En El Lado Opuesto, Favor De Leerlas.)

General Information

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

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

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

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

Rules of Courtesy

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

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

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

Información General

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

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

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

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

Reglas de Cortesía

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

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

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

Handgun Prohibition Notice for Meetings of Government Entities

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

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

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

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

AGENDA
CITY COUNCIL MEETING
WEDNESDAY, APRIL 26, 2017
ORDER OF BUSINESS

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

9:00 a.m.	**INVOCATION AND PLEDGE OF ALLEGIANCE**	
	OPEN MICROPHONE	
	MINUTES	Item 1
	CONSENT AGENDA	Items 2 - 38
	ITEMS FOR INDIVIDUAL CONSIDERATION	
No earlier than 9:15 a.m.		Items 39 - 44
	PUBLIC HEARINGS AND RELATED ACTIONS	
1:00 p.m.		Items 45 - 55

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

AGENDA

CITY COUNCIL MEETING

APRIL 26, 2017

CITY OF DALLAS

1500 MARILLA

COUNCIL CHAMBERS, CITY HALL

DALLAS, TEXAS 75201

9:00 A. M.

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. Approval of Minutes of the April 12, 2017 City Council Meeting

CONSENT AGENDA

Business Development & Procurement Services

2. Authorize a five-year service contract for workers' compensation third party claims administration and related medical cost containment services - Tristar Risk Management Services, Inc., most advantageous proposer of three - Not to exceed $4,892,678 - Financing: Current Funds (subject to annual appropriations)

3. Authorize **(1)** an acquisition contract for the purchase, implementation, configuration, and user training of a Forcepoint Triton APX security and threat management system in the amount of $84,120; and **(2)** a three-year service contract, with two one-year renewal options, for software subscription, maintenance, and support of the Forcepoint Triton APX security and threat management system in the amount of $376,258 - Accudata Systems, Inc., most advantageous proposer of three - Total not exceed $460,378 - Financing: Current Funds (subject to annual appropriations)

4. Authorize the sale of one 2005 Bentley Continental GT and one 2013 Land Rover Range Rover through a public auction on April 6, 2017, to Stephen Knapp in the amount of $32,200 and Texas Restaurant Equipment in the amount of $23,300, highest bidders - Revenue: $55,500

CONSENT AGENDA (continued)

Business Development & Procurement Services (continued)

5. Authorize a two-year master agreement for furniture, floor covering, modular walls, high density storage shelving, and related support services with Allsteel, Arcadia, Coalese, Davis, Encore, Environmanics, Geiger, Group Lacasse, Haworth, Inc., Herman Miller, Inc., Hon Office Furniture, Human Scale, Interface, KI, Knoll, Inc., Krug, Miliken & Company, Mohawk Industries, National Office Furniture, Patcraft, Peter Pepper Products, Inc., Shaw Industries, SitOnIt, Spacesaver, Steelcase, Texas Correctional Industries, Varidesk, Virco, Inc. and their associated distributors through the BuyBoard National Purchasing Cooperation, General Services Administration, National Intergovernmental Purchasing Alliance, National Joint Powers Association, The Cooperative Purchasing Network, Texas Multiple Award Schedules, Texas Correctional Industries, and U.S. Communities Government Purchasing Alliance - Not to exceed $11,840,522 - Financing: Current Funds ($9,957,608), Water Utilities Current Funds ($558,000), Aviation Current Funds ($435,358), Convention and Event Services Current Funds ($250,000), Sanitation Current Funds ($207,256), Public Educational and Governmental Access Funds ($205,000), 2006 Bond Funds ($140,000), Texas Department of State Health Services Grant Funds ($80,000), and Stormwater Drainage Management Current Funds ($7,300)

6. Authorize a three-year master agreement for the purchase of bicycles, bicycle parts, and accessories - Family Bicycle Shop, LLC dba The Bike Shop in the amount of $154,960 and Binc Corporation dba B&B Bicycles in the amount of $106,410, lowest responsible bidders of three - Total not to exceed $261,370 - Financing: Current Funds ($256,145) and Stormwater Drainage Management Current Funds ($5,225)

7. Authorize a three-year master agreement for hydrated lime for Bachman Water Treatment Plant - Texas Lime Company, lowest responsible bidder of four - Not to exceed $1,248,300 - Financing: Water Utilities Current Funds

8. Authorize Supplemental Agreement No. 2 to exercise the first of three one-year renewal options to the service contract with Gila LLC dba Municipal Services Bureau for the collection of delinquent fines and fees for violations of City ordinances, traffic, and state laws, excluding parking violations - Estimated Annual Net Revenue: $4,257,000

9. Authorize Supplemental Agreement No. 6 to exercise the two-year renewal option to the service contract with Dunbar Armored, Inc. for armored car services for City facilities that conduct monetary transactions - Not to exceed $478,752, from $669,020 to $1,147,772 - Financing: Current Funds (subject to annual appropriations)

10. Authorize Supplemental Agreement No. 7 to exercise the third one-year renewal option to the service contract with GTS Technology Solutions, Inc. (formerly Austin Ribbon and Computer Supplies, Inc.) for the lease or purchase of desktop computers, computer related equipment, accessories, and various managed services - Not to exceed $4,135,306, from $38,205,230 to $42,340,536 - Financing: Current Funds (subject to appropriations)

CONSENT AGENDA (continued)

City Attorney's Office

11. Authorize Supplemental Agreement No. 1 to the professional services contract with Brown & Hofmeister, L.L.P. for additional legal services necessary in the lawsuit styled Anderson Jones v. Elena Perez, Civil Action No. 3:16-CV-2835-D - Not to exceed $125,000, from $50,000 to $175,000 - Financing: Current Funds

City Controller's Office

12. Authorize the preparation of plans for an issuance of Waterworks and Sewer System Revenue Refunding Bonds, Series 2017, in an amount not to exceed $201,000,000 - Financing: This action has no cost consideration to the City

Equipment & Building Services

13. Authorize a contract with E-MC Electrical, Inc., best value proposer of two, to perform fire alarm system replacement and upgrades at Dallas City Hall located at 1500 Marilla Street - Not to exceed $2,075,000 - Financing: 2006 Bond Funds

Housing & Neighborhood Revitalization

14. Authorize **(1)** an Interlocal Agreement with Dallas County to accept the FY 2016 Emergency Solutions Grant through a grant from the U.S. Department of Housing and Urban Development for emergency shelter operations and utilities reimbursement at The Bridge in the amount of $90,684 for the period March 21, 2017 through September 30, 2018; **(2)** a third amendment to the first five-year renewal option to the Management Services Contract, Phase II, with the City's contractor, Bridge Steps for the continued operation, programming, and management of The Bridge located at 1818 Corsicana Street; **(3)** receipt and deposit of grant funds in the Dallas County Emergency Solutions Grant Fund in an amount not to exceed $90,684; **(4)** establishment of appropriations in the Dallas County Emergency Solutions Grant Fund in an amount not to exceed $90,684; and **(5)** execution of the Interlocal Agreement - Not to exceed $90,684 - Financing: Dallas County Emergency Solutions Grant Funds

15. Authorize an amendment to Resolution No. 16-1450, previously approved on September 14, 2016, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC and the City of Dallas to **(1)** provide for refinancing of the developer's first lien loan for development of a thirty-eight unit apartment complex located at 3221 Elihu Street to increase the senior loan from $2,579,398 to $3,000,000 and authorize subordination of the City's lien to the first lender; **(2)** allow the transfer of ownership to 3221 Flats, LLC; and **(3)** increase the affordability period to a 15-year deed restriction - Financing: No cost consideration to the City

CONSENT AGENDA (continued)

Housing & Neighborhood Revitalization (continued)

16. Authorize a public hearing to be held on May 24, 2017, to receive comments on the proposed sale of one unimproved property (list attached) acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Innercity Community Development Corporation, a qualified non-profit organization, under the House Bill 110 process of the City's Land Transfer Program and the release of the City's non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any - Financing: No cost consideration to the City

Mobility and Street Services

Note: Item Nos. 17 and 18 must be considered collectively.

Wheatland Road

17. * Authorize a contract with Tiseo Paving Company, lowest responsible bidder of five, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $4,970,134 - Financing: General Obligation Commercial Paper Funds ($4,903,357) and Water Utilities Capital Improvement Funds ($66,777)

18. * Authorize a professional services contract with Alliance Geotechnical Group, Inc., to provide construction material testing for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $74,420 - Financing: General Obligation Commercial Paper Funds

19. Authorize a contract with Texas Standard Construction, Ltd., lowest responsible bidder of seven, for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project - Not to exceed $2,006,960 - Financing: 2006 Bond Funds ($401,392) and Regional Toll Revenue Funds ($1,605,568)

20. Authorize an increase in the contract with Texas Standard Construction, Ltd., for the construction of engineered temporary shoring and other miscellaneous improvements to complete the improvements for Street Reconstruction Group 06-618 - Not to exceed $580,745, from $14,601,963 to $15,182,708 - Financing: 2006 Bond Funds ($292,082), Regional Toll Revenue Funds ($230,930), and General Obligation Commercial Paper Funds ($57,733)

Office of Cultural Affairs

21. A resolution **(1)** to ratify payment to Radio Broadcast Works, LLC for broadcast engineering services necessary for the operation of WRR Radio in the amount of $17,048; and **(2)** to authorize a supplemental contract with Radio Broadcast Works, LLC for broadcast engineering services for the period April 1, 2017 through September 30, 2017 in the amount of $20,559 - Total not to exceed $37,607 - Financing: Municipal Radio Current Funds ($37,218) and WRR Capital Construction Funds ($389)

CONSENT AGENDA (continued)

Office of Emergency Management

22. Authorize **(1)** acceptance of additional grant funds from the U.S. Department of Homeland Security under the 2015 Homeland Security Grant Program-Urban Area Security Initiative to provide funding for equipment acquisition, planning and training activities to enable the City to respond to natural and man-made disasters in an amount not to exceed $260,056; **(2)** receipt and deposit of additional grant funds in an amount not to exceed $260,056 in the Homeland Security Grant-Urban Area Security Initiative Fund; **(3)** an increase in appropriations in the Homeland Security Grant-Urban Area Security Initiative Fund in an amount not to exceed $260,056; and **(4)** execution of the grant agreement - Not to exceed $260,056, from $5,898,375 to $6,158,431 - Financing: U.S. Department of Homeland Security Grant Funds

Park & Recreation

23. Authorize a thirty-six-month Interlocal Agreement with the Dallas Independent School District to provide after school programs at up to twenty-two elementary sites; and receive enhancement funding of up to $154,000 annually for the period October 1, 2017 through June 30, 2020 - Estimated Revenue: $462,000

Planning and Urban Design

24. A resolution adopting the Urban Transit Design Guidelines as the basis for advisory design review of all future Dallas Area Rapid Transit operated transit projects in the geographic area defined by the Downtown Dallas 360 Plan as amended, and generally bounded by the Trinity River to the west; Turtle Creek Boulevard, the Katy Trail, and Cole Avenue to the north; Haskell Avenue and Robert B. Cullum Boulevard to the east; and Al Lipscomb Way to the south - Financing: No cost consideration to the City

Police

25. Authorize **(1)** an application for and acceptance of the "Click It or Ticket" Mobilization Grant in the amount of $74,999 from the Texas Department of Transportation through a grant from the National Highway Traffic Safety Administration for a safety belt enforcement initiative for the period May 2, 2017 through June 10, 2017; **(2)** a City contribution of pension and Federal Insurance Contributions Act costs in the amount of $21,713; **(3)** receipt and deposit of grant funds in an amount not to exceed $74,999 in the “Click It or Ticket” Mobilization Grant Fund; **(4)** establishment of appropriations in an amount not to exceed $74,999 in the “Click It or Ticket” Mobilization Grant Fund; and **(5)** execution of the sub-grant agreement - Total not to exceed $96,712 - Financing: Current Funds ($21,713) and Texas Department of Transportation Grant Funds ($74,999)

CONSENT AGENDA (continued)

Sanitation Services

26. Authorize ordinances granting four franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: $24,960

Sustainable Development and Construction

27. Authorize acquisition from Antonio Garcia Juarez and Magdalena Moncivais, of approximately 6,500 square feet of land improved with a single-family dwelling located near the intersection of Buick Avenue and Cadillac Drive for the Cadillac Heights Phase II Project - Not to exceed $94,600 ($92,000, plus closing costs not to exceed $2,600) - Financing: 2006 Bond Funds

28. Authorize acquisition from Ignacio Salinas, of approximately 5,858 square feet of land improved with a single-family dwelling located near the intersection of McGowan and Childers Streets for the Cadillac Heights Phase II Project - Not to exceed $43,600 ($42,000, plus closing costs not to exceed $1,600) - Financing: 2006 Bond Funds

29. Authorize settlement in lieu of proceeding with condemnation of approximately 108,436 square feet of land improved with a 50-unit apartment complex from Casa Blanca Village, LLC located near the intersection of Highland and Ferguson Roads for the White Rock Hills Park Project - Not to exceed $653,000, from $1,212,000 ($1,200,000, plus closing costs and title expenses not to exceed $12,000) to $1,865,000 ($1,850,000, plus closing costs and title expenses not to exceed $15,000) - Financing: 2006 Bond Funds

30. Authorize **(1)** the quitclaim of 70 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale to the highest bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Revenue: $907,508

31. A resolution authorizing the conveyance of an easement containing approximately 23,303 square feet of land to Oncor Electric Delivery Company, LLC, for the construction, maintenance and use of power lines and electric transformer facilities across City-owned land located at the Texas State Fairground near the intersection of Washington and McKenzie Streets - Financing: No cost consideration to the City

32. An ordinance granting a private license to AERC Turtle Creek, LLC for the use of approximately 7,086 square feet of land to occupy, maintain, and utilize nine private street lights, three tree up-lights and twenty-three trees on a portion of Hood and Brown Streets rights-of-way, located near the intersection of Hood and Brown Streets - Revenue: $300 one-time fee, plus the $20 ordinance publication fee

CONSENT AGENDA (continued)

Sustainable Development and Construction (continued)

33. An ordinance granting a private license to Fairfield Sadler, LLC, for the use of a total of approximately 19,364 square feet of land to occupy, maintain, and utilize thirty-six trees, fourteen benches, twenty-one private street lights, brick pavers with concrete finish and a landscape planter, on portions of Sadler Circle and Inwood Road rights-of-way, located near its intersection with Sadler Circle - Revenue: $500 one-time fee, plus the $20 ordinance publication fee

34. An ordinance granting a revocable license to General Datatech, L.P. for the use of approximately 350 square feet of land to occupy, maintain and utilize subsurface fiber cables under a portion of Ambassador Row right-of-way located near its intersection with Metromedia Place - Revenue: $1,000 annually, plus the $20 ordinance publication fee

35. An ordinance abandoning a portion of Collville Avenue to Mockingbird Partners, L.P., the abutting owner, containing approximately 10,911 square feet of land, located near the intersection of Mockingbird Lane and Collville Avenue; authorizing the quitclaim and providing for the dedications of a total of approximately 625 square feet of land needed for street right-of-way and a wastewater easement - Revenue: $345,974, plus the $20 ordinance publication fee

36. An ordinance abandoning a portion of a drainage easement and a storm sewer easement to 1445 Ross Ave, LLC, the abutting owner, containing a total of approximately 790 square feet of land, located near the intersection of Munger Avenue and Freeman Street; and providing the dedication of approximately 1,126 square feet of land needed for a drainage easement - Revenue: $5,400, plus the $20 ordinance publication fee

37. An ordinance abandoning two wastewater easements and a storm sewer easement to PRII/Crescent Bishop Arts, LP, the abutting owner, containing a total of approximately 3,964 square feet of land, located near the intersection of Zang Boulevard and Davis Street - Revenue: $5,400, plus the $20 ordinance publication fee

Trinity Watershed Management

38. Authorize a contract for the construction of two replacement bridges, paving, storm drainage, and water and wastewater improvements on Lakeland Road - Iowa Bridge & Culvert, LC, lowest responsible bidder of five - Not to exceed $3,618,865 - Financing: 2006 Bond Funds ($3,223,131), Water Utilities Capital Construction Funds ($351,618), and Water Utilities Capital Improvement Funds ($44,116)

ITEMS FOR INDIVIDUAL CONSIDERATION

City Secretary's Office

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

Economic Development

40. Authorize a two-year service contract to administer a Workforce Readiness, Placement and Retention Program to provide career pathways training with Transformance, Inc. in the amount of $375,000, Christian Transformation Foundation dba Serve West Dallas in the amount of $375,000, City Square in the amount of $375,000 and Dallas Area Habitat for Humanity in the amount of $375,000, most advantageous proposers of nine - Total not to exceed $1,500,000 - Financing: Public/Private Partnership Funds

ITEMS FOR FUTHER CONSIDERATION

Housing & Neighborhood Revitalization

41. Authorize **(1)** a Memorandum of Understanding with Metro Dallas Homeless Alliance (MDHA) for continued participation in the local Homeless Management Information System (HMIS), effective April 1, 2017; **(2)** a Subscription Services Agreement with Pieces Technology, Inc., for use of the Pieces Iris™ software solution being implemented by MDHA as the new HMIS, effective April 1, 2017; and **(3)** execution of any and all documents required for participation in the HMIS - Financing: No cost consideration to the City

DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development

42. Authorize a Chapter 380 Economic Development Grant Agreement with S&D Longhorn Partners, LLC and/or its affiliates ("Owner"), in an amount not to exceed $500,000 in consideration of the Owner's investment in eligible expenditures for improvements to the Longhorn Ballroom site and buildings located at 200 and 216 North Corinth Street, pursuant to the Public/Private Partnership Program - Not to exceed $500,000 - Financing: Public/Private Partnership Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (continued)

DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development

43. Authorize a Chapter 380 Economic Development Grant Agreement with Lone Wolf Real Estate Technologies Inc., a Delaware Corporation in an amount not to exceed $150,000 to encourage new high-tech employment opportunities and secure the company's new U.S. headquarters located at 717 North Harwood Street, pursuant to the Public/Private Partnership Program - Not to exceed $150,000 - Financing: Public/Private Partnership Funds

44. Authorize the first amendment to the development agreement with Mid Elm TIF, Inc. for the Mid Elm Lofts project located at 1512, 1514 and 1516 Elm Street in the City Center TIF District to **(1)** extend the project completion deadlines from June 30, 2017 to June 30, 2018; and **(2)** consider an increase in private investment requirement from $13,000,000 to $18,000,000 - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS

Sustainable Development and Construction

ZONING CASES - CONSENT

45. A public hearing to receive comments regarding an application for and an ordinance granting an RS-I Regional Service Industrial Subdistrict on property zoned a P(A) Parking Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the southwest line of South Ervay Street, northwest of Al Lipscomb Way
Recommendation of Staff and CPC: Approval
Z167-116(WE)

46. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, between Maple Avenue and the Dallas North Tollway, southeast of the intersection of Maple Avenue and the Dallas North Tollway
Recommendation of Staff and CPC: Approval, subject to a development plan and conditions
Z167-166(PD)

PUBLIC HEARINGS AND RELATED ACTIONS (continued)

Sustainable Development and Construction (continued)

ZONING CASES - CONSENT (continued)

47. A public hearing to receive comments regarding an application for and an ordinance granting an R-5(A) Single Family Subdistrict on property zoned an NC Neighborhood Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the northwest line of Frank Street, southwest of Foreman Street
Recommendation of Staff and CPC: Approval
Z167-178(JM)

48. A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a restaurant without drive-in service on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the southeast corner of Garland Road and Moran Drive
Recommendation of Staff and CPC: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z167-183(JM)

49. A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an R-7.5(A) Single Family District, east of South Interstate 35, south of East Laureland Road
Recommendation of Staff and CPC: Approval
Z167-186(KK)

50. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a bail bonds office on property within the Mixmaster Riverfront Subarea of Planned Development District No. 784, the Trinity River Corridor Special Purpose District, on the west side of South Riverfront Boulevard, north of Bessemer Street
Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional two-year periods, subject to a site plan and conditions
Z167-193(KK)

PUBLIC HEARINGS AND RELATED ACTIONS (continued)

Sustainable Development and Construction (continued)

ZONING CASES - INDIVIDUAL

51. A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District, on the east side of South Bagley Street, south of West Jefferson Boulevard with consideration given to an NO(A) Neighborhood Office District
Recommendation of Staff: Approval of an NO(A) Neighborhood Office District in lieu of a CR Community Retail District
Recommendation of CPC: Approval of a CR Community Retail District, subject to deed restrictions volunteered by the applicant
Z167-175(PD)

52. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1750 for commercial motor vehicle parking on property zoned a CS Commercial Service District on the northwest corner of Chalk Hill Road and Fitchburg Street
Recommendation of Staff: Approval for a two-year period with eligibility for automatic renewals for additional two-year periods, subject to a revised site plan and conditions
Recommendation of CPC: Approval for a two-year period, subject to a revised site plan and conditions
Z167-182(JM)

ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

53. A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay on the southwest corner of Forney Road and North Prairie Creek Road
Recommendation of Staff and CPC: Approval
Z156-234(JM)
Note: This item was considered by the City Council at public hearings on September 28, 2016, October 26, 2016, January 11, 2017, January 25, 2017, and February 22, 2017, and was deferred until April 26, 2017, with the public hearing open

DESIGNATED ZONING CASES - INDIVIDUAL

54. A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Used District on property zoned an IM Industrial Manufacturing District on the east corner of Dawson Street and Jeffries Street
Recommendation of Staff: Denial
Recommendation of CPC: Approval
Z167-189(WE)

PUBLIC HEARINGS AND RELATED ACTIONS (continued)

Sustainable Development and Construction (continued)

DESIGNATED ZONING CASES - UNDER ADVISEMENT -INDIVIDUAL

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

Tax Foreclosure and Seizure Property Resale
Agenda Item # 16

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

Franchises for Solid Waste Collection and Hauling
Agenda Item # 26

Franchise Haulers	**Estimated Annual Franchise Revenue**
Junk King, LLC	$ 2,160.00
Q. ROBERTS TRUCKING INCORPORATED	$ 1,680.00
SUPREME RECYCLING CORPORATION	$16,800.00
WHITETAIL NURSERIES, INC. - dba WT Site Management	$ 4,320.00
Total	$24,960.00

Tax Foreclosed and Seizure Warrant Property Resales

Agenda Item # 30

Parcel No.	Address	Vac/ Imp	Council District	Zoning	Parcel Size	Struck off Amount	# Bids Rec'd	Minimum Bid Amount	Highest Bid Amount	DCAD	Highest Bidder
1	2624 51ST	V	4	R-7.5(A)	.2974	$33,490.00	7	$1,687.50	$7,900.00	$36,010.00	Jose R. Gonzalez
2	2213 Anderson	V	7	PD 595	.1670	$5,906.00	13	$575.00	$4,561.00	$16,270.00	Riley Stallworth
3	2323 E. Ann Arbor	V	4	R-7.5(A)	.1683	$6,900.00	11	$1,000.00	$6,175.00	$6,900.00	Nextlots Now L.L.C.
4	3830 Aransas	I	6	R-5(A)	.1688	$25,560.00	26	$4,000.00	$37,500.00	$25,560.00	Mayra Huerta
5	2420 Bombay	V	2	R-7.5(A)	.1278	$51,234.00	25	$4,000.00	$52,105.00	$50,420.00	3RC Assets, LLC
6	2701 Britton	V	4	R-7.5(A)	.2102	$15,641.00	15	$2,000.00	$15,201.00	$33,480.00	Amir Azam
7	2618 Carpenter	V	7	PD-595	.1699	$35,920.00	10	$500.00	$2,300.00	$6,000.00	Benito Mojica
8	3533 Cauthorn	V	7	PD-595	.1632	$16,484.00	2	$1,000.00	$2,250.00	$30,420.00	Texas Auctions DFW, LLC
9	4621 Collins	V	7	R-5(A)	.1261	$3,900.00	7	$500.00	$2,699.00	$5,000.00	Manchester Realty, LLC
10	4523 Colwick	I	4	R-5(A)	.2775	$35,707.00	14	$6,000.00	$28,500.00	$35,070.00	Nora Gonzalez
11	1231 Coombs Creek	V	1	R-7.5(A)	.1699	$73,450.00	27	$1,000.00	$24,751.00	$72,310.00	Amanda V. Paniagua
12	1817 Cooper	V	7	D(A)	.1067	$2,630.00	6	$1,000.00	$3,300.00	$4,470.00	1600 Pennsylvania, Inc.
13	4817 Corrigan	V	4	R-7.5(A)	.5210	$1,797.00	8	$1,000.00	$12,501.00	$17,020.00	Amanda V. Paniagua
14	4503 Cranfill	V	4	R-7.5(A)	.9755	$31,170.00	10	$1,000.00	$26,100.00	$37,200.00	Pablo Bahena
15	2843 Cypress	V	7	R-7.5(A)	.2417	$12,846.00	10	$1,000.00	$12,500.00	$28,740.00	KW New Vision Properties and Land, Inc.
16	12304 Dandridge	V	10	R-7.5(A)	.1734	$39,545.00	22	$1,000.00	$26,121.00	$29,720.00	Carranza Investments LLC
17	2415 Dathe	I	7	PD-595	.1215	$23,370.00	20	$750.00	$20,500.00	$23,370.00	Jose R. Gonzalez
18	3907 De Maggio	V	7	R-5(A)	.1869	$9,717.00	1	$1,000.00	$2,250.00	$24,280.00	Texas Auctions DFW, LLC
19	4729 East Side	V	2	MF-2(A)	.1817	$31,680.00	24	$1,250.00	$111,000.00	$31,680.00	Safe Capital Investments, LLC
20	1535 E. Elmore	I	4	R-7.5(A)	.1746	$34,326.00	20	$15,000.00	$37,751.00	$62,900.00	Amanda V. Paniagua
21	2859 Farragut	V	7	PD 595	.0859	$12,434.00	2	$1,000.00	$2,011.00	$3,200.00	Tandees Enterprises, Inc.
22	8502 Fireside	V	8	R-7.5(A)	.5164	$16,159.00	21	$2,000.00	$22,000.00	$28,690.00	Pablo Bahena
23	2408 Garden	V	7	PD 595	.1223	$13,895.33	3	$1,000.00	$4,003.00	$2,750.00	Patrick Simmons
24	4602 Garrison	V	4	R-7.5(A)	.1610	$2,694.00	10	$1,000.00	$7,599.00	$7,020.00	Patrick Simmons
25	4513 Garrison	V	4	R-7.5(A)	.1698	$1,770.00	9	$1,000.00	$7,899.00	$7,400.00	Tandees Enterprises, Inc.
26	1012 Garza	V	4	R-7.5(A)	.2204	$8,127.00	11	$1,000.00	$11,501.00	$12,500.00	Amanda V. Paniagua
27	3315 Goldspier	V	7	PD 595	.1721	$11,318.00	3	$1,000.00	$4,004.00	$24,600.00	Patrick Simmons
28	3602 Hamilton	V	7	PD 595	.1434	$32,890.00	3	$1,000.00	$2,541.00	$32,220.00	Aaron A. Long
29	1426 Hendricks	V	4	R-5(A)	.1652	$16,400.00	7	$1,000.00	$6,778.00	$21,450.00	Manchester Realty, LLC
30	1635 Herald	V	7	PD 595	.1147	$6,000.00	6	$1,000.00	$4,000.00	$4,500.00	Tabitha Harris
31	2703 Hillglenn	V	9	R-7.5(A)	.1951	$48,033.00	19	$2,000.00	$26,777.00	$61,510.00	Gardner Brewer
32	2827 Holmes	V	7	PD 595	.2591	$15,164.00	9	$2,000.00	$10,888.00	$16,930.00	Joshua Dunlap
33	2403 Hooper	V	7	PD-595	.1781	$1,771.00	7	$1,000.00	$10,555.00	$4,000.00	Nearer to Nature, LLC
34	6210 J J Lemmon	V	8	A(A)	2.8800	$38,788.00	16	$7,000.00	$37,650.00	$45,040.00	Kirby McGee
35	4415 Jamaica	V	7	PD 595	.1203	$23,987.00	4	$1,000.00	$2,500.00	$24,250.00	Jose R. Gonzalez
36	2655 Jennings	V	4	R-5(A)	.1499	$19,100.00	12	$1,000.00	$8,770.00	$18,260.00	Be Real Entertainment, Inc.
37	2135 Kathleen	V	4	R-7.5(A)	.1652	$32,954.00	9	$1,000.00	$7,925.00	$32,960.00	Be Real Entertainment, Inc.
38	2902 Kilburn	V	4	R-5(A)	.1721	$13,822.00	8	$1,000.00	$5,801.00	$30,440.00	Tandees Enterprises, Inc.

Tax Foreclosed and Seizure Warrant Property Resales

Agenda Item # 30 (continued)

Parcel No.	Address	Vac/ Imp	Council District	Zoning	Parcel Size	Struck off Amount	# Bids Rec'd	Minimum Bid Amount	Highest Bid Amount	DCAD	Highest Bidder
39	2731 Kilburn	V	4	R-7.5(A)	.3063	$31,350.00	7	$1,000.00	$7,001.00	$31,350.00	Tandees Enterprises, Inc.
40	2510 Kirkley	V	8	R-7.5(A)	.1652	$18,022.00	5	$1,000.00	$5,050.00	$22,970.00	Patrick Simmons
41	4233 Landrum	V	4	R-7.5(A)	.2696	$8,630.00	7	$1,000.00	$5,275.00	$8,630.00	Nextlots Now L.L.C.
42	4307 Landrum	V	4	R-7.5(A)	.1773	$8,362.00	8	$1,000.00	$6,781.00	$13,140.00	Royal Crown Investments, LLC
43	1902 Leacrest	V	4	R-7.5(A)	.1443	$26,690.00	6	$1,500.00	$8,999.00	$26,690.00	KCRB, LLC
44	5207 S. Malcolm X	V	7	PD 595	.1280	$10,813.00	3	$1,000.00	$2,301.00	$24,380.00	Tandees Enterprises, Inc.
45	2826 Marburg	V	7	PD-595	.1713	$10,553.00	3	$3,000.00	$3,250.00	$9,720.00	Texas Auctions DFW, LLC
46	2318 Marburg	V	7	R.5(A)	.2031	$3,900.00	5	$1,000.00	$3,200.00	$6,000.00	Benito Mojica
47	3143 McDermott	V	7	R-5(A)	.0773	$9,000.00	1	$1,000.00	$1,750.00	$5,000.00	Texas Auctions DFW, LLC
48	2925 Nandina	V	8	R-7.5(A)	.3901	$35,697.00	10	$1,000.00	$8,150.00	$46,330.00	Gardner Brewer
49	3712 Olney	V	8	R-5(A)	.1454	$24,871.00	10	$1,000.00	$5,500.00	$31,540.00	Stellar Divisions, LLC
50	4134 Opal	I	4	R-7.5(A)	.2086	$31,940.00	12	$6,000.00	$25,777.00	$31,940.00	Jomel MTG, LLC
51	1815 Park Row	V	7	MF-2(A)	.2036	$15,710.00	20	$1,000.00	$10,000.00	$20,940.00	Jeffrey Ware
52	509 Parkwood	V	4	R-7.5(A)	.2832	$17,100.00	10	$2,000.00	$11,155.00	$16,000.00	Adia Partnership, LLC
53	2901 Parnell	V	7	PD 595	.1756	$7,650.00	11	$1,000.00	$10,788.00	$19,130.00	Fengwu Chao
54	2724 Parnell	V	7	PD 595	.1605	$8,750.00	7	$1,000.00	$10,000.00	$17,500.00	Jeffrey Ware
55	2828 Parnell	V	7	PD 595	.4063	$26,550.00	9	$3,000.00	$21,777.00	$44,250.00	Manchester Realty, LLC
56	1313 Peabody	V	7	PD 595	.2655	$11,570.00	5	$2,000.00	$7,777.00	$28,920.00	Phoenician Real Estate Investments
57	4006 Penelope	V	7	PD 595	.1380	$15,971.00	6	$1,000.00	$10,800.00	$23,390.00	Alex T. Wong
58	3811 Penelope	V	7	PD 595	.1423	$14,295.00	3	$1,000.00	$2,900.00	$31,000.00	Jose R. Gonzalez
59	2625 Pennsylvania	I	7	PD-595	.1453	$23,722.00	12	$6,000.00	$27,133.68	$30,350.00	Texas Ramsey Development Group, LLC
60	1624 Poplar	V	7	PD 595	.1721	$3,500.00	4	$1,000.00	$2,222.00	$6,750.00	County Land and Water LLC
61	1810 South	V	7	PD 595	.1721	$8,966.00	17	$1,000.00	$21,000.00	$11,250.00	The Redeemed Christian Church of God, The Winners Assembly, Incorporated
62	1407 South	V	7	PD 595	.1836	$7,870.00	14	$2,000.00	$8,888.00	$12,000.00	Joshua Dunlap
63	4010 Spence	V	7	R-5(A)	.1063	$3,904.98	2	$1,000.00	$2,200.00	$4,150.00	Tandees Enterprise, Inc.
64	2715 Stephenson	V	7	PD 595	.1239	$12,106.00	7	$500.00	$1,819.00	$19,170.00	Charles Hunter Wright
65	1431 Strickland	V	4	R-5(A)	.1653	$7,414.00	9	$1,000.00	$5,577.00	$26,650.00	Manchester Realty, LLC
66	2446 Volga	V	4	R-7.5(A)	.1688	$14,345.00	11	$1,000.00	$10,900.00	$22,820.00	Jose R. Gonzalez
67	1510 E. Waco	V	4	R-5(A)	.1772	$31,520.00	10	$1,000.00	$5,489.00	$11,500.00	Manchester Realty, LLC
68	1442 Waweenoc	V	4	R-7.5(A)	.1962	$10,588.00	7	$1,000.00	$7,502.00	$34,480.00	Patrick Simmons
69	3741 Wendelkin	V	7	MF-2	.1248	$3,500.00	15	$500.00	$1,824.00	$4,900.00	Charles Hunter Wright
70	5967 Wisdom Creek	V	3	PD-521	.1206	$12,357.18	17	$2,000.00	$25,555.00	$33,600.00	Gloria Figueroa

EXECUTIVE SESSION NOTICE

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

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

AGENDA DATE April 26, 2017

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	V	NA	NA	NA	NA	Approval of Minutes of the April 12, 2017 City Council Meeting
2			All	C	PBD, ORM	$4,892,677.50	65.05%	33.72%	Authorize a five-year service contract for workers' compensation third party claims administration and related medical cost containment services - Tristar Risk Management Services, Inc., most advantageous proposer of three - Not to exceed $4,892,678 - Financing: Current Funds (subject to annual appropriations)
3			All	C	PBD, CIS	$460,377.03	0.00%	0.00%	Authorize (1) an acquisition contract for the purchase, implementation, configuration, and user training of a Forcepoint Triton APX security and threat management system in the amount of $84,120; and (2) a three-year service contract, with two one-year renewal options, for software subscription, maintenance, and support of the Forcepoint Triton APX security and threat management system in the amount of $376,258 - Accudata Systems, Inc., most advantageous proposer of three - Total not exceed $460,378 - Financing: Current Funds (subject to annual appropriations)
4			N/A	C	PBD	REV $55,500	NA	NA	Authorize the sale of one 2005 Bentley Continental GT and one 2013 Land Rover Range Rover through a public auction on April 6, 2017, to Stephen Knapp in the amount of $32,200 and Texas Restaurant Equipment in the amount of $23,300, highest bidders - Revenue: $55,500
5			All	C	PBD, AVI, CES, EBS, FIR, HOU, SAN, TWM, WTR	$11,760,521.93	NA	NA	Authorize a two-year master agreement for furniture, floor covering, modular walls, high density storage shelving, and related support services with Allsteel, Arcadia, Coalese, Davis, Encore, Environmanics, Geiger, Group Lacasse, Haworth, Inc., Herman Miller, Inc., Hon Office Furniture, Human Scale, Interface, KI, Knoll, Inc., Krug, Miliken & Company, Mohawk Industries, National Office Furniture, Patcraft, Peter Pepper Products, Inc., Shaw Industries, SitOnIt, Spacesaver, Steelcase, Texas Correctional Industries, Varidesk, Virco, Inc. and their associated distributors through the BuyBoard National Purchasing Cooperation, General Services Administration, National Intergovernmental Purchasing Alliance, National Joint Powers Association, The Cooperative Purchasing Network, Texas Multiple Award Schedules, Texas Correctional Industries, and U.S. Communities Government Purchasing Alliance - Not to exceed $11,840,522 - Financing: Current Funds ($9,957,608), Water Utilities Current Funds ($558,000), Aviation Current Funds ($435,358), Convention and Event Services Current Funds ($250,000), Sanitation Current Funds ($207,256), Public Educational and Governmental Access Funds ($205,000), 2006 Bond Funds ($140,000), Texas Department of State Health Services Grant Funds ($80,000), and Stormwater Drainage Management Current Funds ($7,300)
6			All	C	PBD, FIR, POL, TWM	$261,369.81	100.00%	0.00%	Authorize a three-year master agreement for the purchase of bicycles, bicycle parts, and accessories - Family Bicycle Shop, LLC dba The Bike Shop in the amount of $154,960 and Binc Corporation dba B&B Bicycles in the amount of $106,410, lowest responsible bidders of three - Total not to exceed $261,370 - Financing: Current Funds ($256,145) and Stormwater Drainage Management Current Funds ($5,225)
7			6	C	PBD, WTR	$1,248,300.00	84.54%	0.00%	Authorize a three-year master agreement for hydrated lime for Bachman Water Treatment Plant - Texas Lime Company, lowest responsible bidder of four - Not to exceed $1,248,300 - Financing: Water Utilities Current Funds
8			All	C	PBD, CDS	REV $4,257,000	NA	NA	Authorize Supplemental Agreement No. 2 to exercise the first of three one-year renewal options to the service contract with Gila LLC dba Municipal Services Bureau for the collection of delinquent fines and fees for violations of City ordinances, traffic, and state laws, excluding parking violations - Estimated Annual Net Revenue: $4,257,000
9			All	C	PBD, CON	$478,751.06	0.00%	0.00%	Authorize Supplemental Agreement No. 6 to exercise the two-year renewal option to the service contract with Dunbar Armored, Inc. for armored car services for City facilities that conduct monetary transactions - Not to exceed $478,752, from $669,020 to $1,147,772 - Financing: Current Funds (subject to annual appropriations)
10			All	C	PBD, CIS	$4,135,306.00	100.00%	100.00%	Authorize Supplemental Agreement No. 7 to exercise the third one-year renewal option to the service contract with GTS Technology Solutions, Inc. (formerly Austin Ribbon and Computer Supplies, Inc.) for the lease or purchase of desktop computers, computer related equipment, accessories, and various managed services - Not to exceed $4,135,306, from $38,205,230 to $42,340,536 - Financing: Current Funds (subject to appropriations)
11			N/A	C	ATT	$125,000.00	NA	NA	Authorize Supplemental Agreement No. 1 to the professional services contract with Brown & Hofmeister, L.L.P. for additional legal services necessary in the lawsuit styled Anderson Jones v. Elena Perez, Civil Action No. 3:16-CV-2835-D - Not to exceed $125,000, from $50,000 to $175,000 - Financing: Current Funds
12			N/A	C	CON, WTR	NC	NA	NA	Authorize the preparation of plans for an issuance of Waterworks and Sewer System Revenue Refunding Bonds, Series 2017, in an amount not to exceed $201,000,000 - Financing: This action has no cost consideration to the City
13			2	C	EBS	$2,075,000.00	0.00%	25.00%	Authorize a contract with E-MC Electrical, Inc., best value proposer of two, to perform fire alarm system replacement and upgrades at Dallas City Hall located at 1500 Marilla Street - Not to exceed $2,075,000 - Financing: 2006 Bond Funds

AGENDA DATE April 26, 2017

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
14			All	C	HOU	GT	NA	NA	Authorize (1) an Interlocal Agreement with Dallas County to accept the FY 2016 Emergency Solutions Grant through a grant from the U.S. Department of Housing and Urban Development for emergency shelter operations and utilities reimbursement at The Bridge in the amount of $90,684 for the period March 21, 2017 through September 30, 2018; (2) a third amendment to the first five-year renewal option to the Management Services Contract, Phase II, with the City's contractor, Bridge Steps for the continued operation, programming, and management of The Bridge located at 1818 Corsicana Street; (3) receipt and deposit of grant funds in the Dallas County Emergency Solutions Grant Fund in an amount not to exceed $90,684; (4) establishment of appropriations in the Dallas County Emergency Solutions Grant Fund in an amount not to exceed $90,684; and (5) execution of the Interlocal Agreement - Not to exceed $90,684 - Financing: Dallas County Emergency Solutions Grant Funds
15			7	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 16-1450, previously approved on September 14, 2016, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC and the City of Dallas to (1) provide for refinancing of the developer's first lien loan for development of a thirty-eight unit apartment complex located at 3221 Elihu Street to increase the senior loan from $2,579,398 to $3,000,000 and authorize subordination of the City's lien to the first lender; (2) allow the transfer of ownership to 3221 Flats, LLC; and (3) increase the affordability period to a 15-year deed restriction - Financing: No cost consideration to the City
16			7	C	HOU	NC	NA	NA	Authorize a public hearing to be held on May 24, 2017, to receive comments on the proposed sale of one unimproved property acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Innercity Community Development Corporation, a qualified non-profit organization, under the House Bill 110 process of the City's Land Transfer Program and the release of the City's non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any - Financing: No cost consideration to the City
17			8	C	STS, ECO, WTR	$4,970,133.30	79.48%	25.01%	Wheatland Road: Authorize a contract with Tiseo Paving Company, lowest responsible bidder of five, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $4,970,134 - Financing: General Obligation Commercial Paper Funds ($4,903,357) and Water Utilities Capital Improvement Funds ($66,777)
18			8	C	STS, ECO, WTR	$74,420.00	74.34%	100.00%	Wheatland Road: Authorize a professional services contract with Alliance Geotechnical Group, Inc., to provide construction material testing for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $74,420 - Financing: General Obligation Commercial Paper Funds
19			1	C	STS	$2,006,959.57	100.00%	32.35%	Authorize a contract with Texas Standard Construction, Ltd., lowest responsible bidder of seven, for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project - Not to exceed $2,006,960 - Financing: 2006 Bond Funds ($401,392) and Regional Toll Revenue Funds ($1,605,568)
20			2, 6	C	STS	$580,744.71	100.00%	31.66%	Authorize an increase in the contract with Texas Standard Construction, Ltd., for the construction of engineered temporary shoring and other miscellaneous improvements to complete the improvements for Street Reconstruction Group 06-618 - Not to exceed $580,745, from $14,601,963 to $15,182,708 - Financing: 2006 Bond Funds ($292,082), Regional Toll Revenue Funds ($230,930), and General Obligation Commercial Paper Funds ($57,733)
21			7, Outside	C	OCA	$37,606.13	NA	NA	A resolution (1) to ratify payment to Radio Broadcast Works, LLC for broadcast engineering services necessary for the operation of WRR Radio in the amount of $17,048; and (2) to authorize a supplemental contract with Radio Broadcast Works, LLC for broadcast engineering services for the period April 1, 2017 through September 30, 2017 in the amount of $20,559 - Total not to exceed $37,607 - Financing: Municipal Radio Current Funds ($37,218) and WRR Capital Construction Funds ($389)
22			All	C	OEM	GT	NA	NA	Authorize (1) acceptance of additional grant funds from the U.S. Department of Homeland Security under the 2015 Homeland Security Grant Program-Urban Area Security Initiative to provide funding for equipment acquisition, planning and training activities to enable the City to respond to natural and man-made disasters in an amount not to exceed $260,056; (2) receipt and deposit of additional grant funds in an amount not to exceed $260,056 in the Homeland Security Grant-Urban Area Security Initiative Fund; (3) an increase in appropriations in the Homeland Security Grant-Urban Area Security Initiative Fund in an amount not to exceed $260,056; and (4) execution of the grant agreement - Not to exceed $260,056, from $5,898,375 to $6,158,431 - Financing: U.S. Department of Homeland Security Grant Funds
23			1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13	C	PKR	REV $462,000	NA	NA	Authorize a thirty-six-month Interlocal Agreement with the Dallas Independent School District to provide after school programs at up to twenty-two elementary sites; and receive enhancement funding of up to $154,000 annually for the period October 1, 2017 through June 30, 2020 - Estimated Revenue: $462,000

AGENDA DATE April 26, 2017

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
24			1, 2, 4, 6, 7, 14	C	PNV	NC	NA	NA	A resolution adopting the Urban Transit Design Guidelines as the basis for advisory design review of all future Dallas Area Rapid Transit operated transit projects in the geographic area defined by the Downtown Dallas 360 Plan as amended, and generally bounded by the Trinity River to the west; Turtle Creek Boulevard, the Katy Trail, and Cole Avenue to the north; Haskell Avenue and Robert B. Cullum Boulevard to the east; and Al Lipscomb Way to the south - Financing: No cost consideration to the City
25			All	C	POL	$21,713.00	NA	NA	Authorize (1) an application for and acceptance of the "Click It or Ticket" Mobilization Grant in the amount of $74,999 from the Texas Department of Transportation through a grant from the National Highway Traffic Safety Administration for a safety belt enforcement initiative for the period May 2, 2017 through June 10, 2017; (2) a City contribution of pension and Federal Insurance Contributions Act costs in the amount of $21,713; (3) receipt and deposit of grant funds in an amount not to exceed $74,999 in the "Click It or Ticket" Mobilization Grant Fund; (4) establishment of appropriations in an amount not to exceed $74,999 in the "Click It or Ticket" Mobilization Grant Fund; and (5) execution of the sub-grant agreement - Total not to exceed $96,712 - Financing: Current Funds ($21,713) and Texas Department of Transportation Grant Funds ($74,999)
26			N/A	C	SAN	REV $24,960	NA	NA	Authorize ordinances granting four franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code - Estimated Annual Revenue: $24,960
27			4	C	DEV, EBS	$94,600.00	NA	NA	Authorize acquisition from Antonio Garcia Juarez and Magdalena Moncivais, of approximately 6,500 square feet of land improved with a single-family dwelling located near the intersection of Buick Avenue and Cadillac Drive for the Cadillac Heights Phase II Project - Not to exceed $94,600 ($92,000, plus closing costs not to exceed $2,600) - Financing: 2006 Bond Funds
28			4	C	DEV, EBS	$43,600.00	NA	NA	Authorize acquisition from Ignacio Salinas, of approximately 5,858 square feet of land improved with a single-family dwelling located near the intersection of McGowan and Childers Streets for the Cadillac Heights Phase II Project - Not to exceed $43,600 ($42,000, plus closing costs not to exceed $1,600) - Financing: 2006 Bond Funds
29			9	C	DEV, PKR	$653,000.00	NA	NA	Authorize settlement in lieu of proceeding with condemnation of approximately 108,436 square feet of land improved with a 50-unit apartment complex from Casa Blanca Village, LLC located near the intersection of Highland and Ferguson Roads for the White Rock Hills Park Project - Not to exceed $653,000, from $1,212,000 ($1,200,000, plus closing costs and title expenses not to exceed $12,000) to $1,865,000 ($1,850,000, plus closing costs and title expenses not to exceed $15,000) - Financing: 2006 Bond Funds
30			1, 2, 3, 4, 6, 7, 8, 9, 10	C	DEV	REV $907,507.68	NA	NA	Authorize (1) the quitclaim of 70 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale to the highest bidders; and (2) the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment - Revenue: $907,508
31			7	C	DEV, PKR	NC	NA	NA	A resolution authorizing the conveyance of an easement containing approximately 23,303 square feet of land to Oncor Electric Delivery Company, LLC, for the construction, maintenance and use of power lines and electric transformer facilities across City-owned land located at the Texas State Fairground near the intersection of Washington and McKenzie Streets - Financing: No cost consideration to the City
32			14	C	DEV	REV $300	NA	NA	An ordinance granting a private license to AERC Turtle Creek, LLC for the use of approximately 7,086 square feet of land to occupy, maintain, and utilize nine private street lights, three tree up-lights and twenty-three trees on a portion of Hood and Brown Streets rights-of-way, located near the intersection of Hood and Brown Streets - Revenue: $300 one-time fee, plus the $20 ordinance publication fee
33			2	C	DEV	REV $500	NA	NA	An ordinance granting a private license to Fairfield Sadler, LLC, for the use of a total of approximately 19,364 square feet of land to occupy, maintain, and utilize thirty-six trees, fourteen benches, twenty-one private street lights, brick pavers with concrete finish and a landscape planter, on portions of Sadler Circle and Inwood Road rights-of-way, located near its intersection with Sadler Circle - Revenue: $500 one-time fee, plus the $20 ordinance publication fee
34			6	C	DEV	REV $1,000	NA	NA	An ordinance granting a revocable license to General Datatech, L.P. for the use of approximately 350 square feet of land to occupy, maintain and utilize subsurface fiber cables under a portion of Ambassador Row right-of-way located near its intersection with Metromedia Place - Revenue: $1,000 annually, plus the $20 ordinance publication fee

AGENDA DATE April 26, 2017

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
35			2	C	DEV	REV $345,974	NA	NA	An ordinance abandoning a portion of Collville Avenue to Mockingbird Partners, L.P., the abutting owner, containing approximately 10,911 square feet of land, located near the intersection of Mockingbird Lane and Collville Avenue; authorizing the quitclaim and providing for the dedications of a total of approximately 625 square feet of land needed for street right-of-way and a wastewater easement - Revenue: $345,974, plus the $20 ordinance publication fee
36			14	C	DEV	REV $5,400	NA	NA	An ordinance abandoning a portion of a drainage easement and a storm sewer easement to 1445 Ross Ave, LLC, the abutting owner, containing a total of approximately 790 square feet of land, located near the intersection of Munger Avenue and Freeman Street; and providing the dedication of approximately 1,126 square feet of land needed for a drainage easement - Revenue: $5,400, plus the $20 ordinance publication fee
37			1	C	DEV	REV $5,400	NA	NA	An ordinance abandoning two wastewater easements and a storm sewer easement to PRII/Crescent Bishop Arts, LP, the abutting owner, containing a total of approximately 3,964 square feet of land, located near the intersection of Zang Boulevard and Davis Street - Revenue: $5,400, plus the $20 ordinance publication fee
38			9	C	TWM, WTR	$3,618,864.70	27.87%	28.25%	Authorize a contract for the construction of two replacement bridges, paving, storm drainage, and water and wastewater improvements on Lakeland Road - Iowa Bridge & Culvert, LC, lowest responsible bidder of five - Not to exceed $3,618,865 - Financing: 2006 Bond Funds ($3,223,131), Water Utilities Capital Construction Funds ($351,618), and Water Utilities Capital Improvement Funds ($44,116)
39			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
40			All	I	ECO	$1,500,000.00	NA	NA	Authorize a two-year service contract to administer a Workforce Readiness, Placement and Retention Program to provide career pathways training with Transformance, Inc. in the amount of $375,000, Christian Transformation Foundation dba Serve West Dallas in the amount of $375,000, City Square in the amount of $375,000 and Dallas Area Habitat for Humanity in the amount of $375,000, most advantageous proposers of nine - Total not to exceed $1,500,000 - Financing: Public/Private Partnership Funds
41			All	I	HOU	NC	NA	NA	Authorize (1) a Memorandum of Understanding with Metro Dallas Homeless Alliance (MDHA) for continued participation in the local Homeless Management Information System (HMIS), effective April 1, 2017; (2) a Subscription Services Agreement with Pieces Technology, Inc., for use of the Pieces Iris™ software solution being implemented by MDHA as the new HMIS, effective April 1, 2017; and (3) execution of any and all documents required for participation in the HMIS - Financing: No cost consideration to the City
42			2	I	ECO	$500,000.00	NA	NA	Authorize a Chapter 380 Economic Development Grant Agreement with S&D Longhorn Partners, LLC and/or its affiliates ("Owner"), in an amount not to exceed $500,000 in consideration of the Owner's investment in eligible expenditures for improvements to the Longhorn Ballroom site and buildings located at 200 and 216 North Corinth Street, pursuant to the Public/Private Partnership Program - Not to exceed $500,000 - Financing: Public/Private Partnership Funds
43			14	I	ECO	$150,000.00	NA	NA	Authorize a Chapter 380 Economic Development Grant Agreement with Lone Wolf Real Estate Technologies Inc., a Delaware Corporation in an amount not to exceed $150,000 to encourage new high-tech employment opportunities and secure the company's new U.S. headquarters located at 717 North Harwood Street, pursuant to the Public/Private Partnership Program - Not to exceed $150,000 - Financing: Public/Private Partnership Funds
44			14	I	ECO	NC	NA	NA	Authorize the first amendment to the development agreement with Mid Elm TIF, Inc. for the Mid Elm Lofts project located at 1512, 1514 and 1516 Elm Street in the City Center TIF District to (1) extend the project completion deadlines from June 30, 2017 to June 30, 2018; and (2) consider an increase in private investment requirement from $13,000,000 to $18,000,000 - Financing: No cost consideration to the City
45			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an RS-I Regional Service Industrial Subdistrict on property zoned a P(A) Parking Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the southwest line of South Ervay Street, northwest of Al Lipscomb Way
46			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, between Maple Avenue and the Dallas North Tollway, southeast of the intersection of Maple Avenue and the Dallas North Tollway
47			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an R-5(A) Single Family Subdistrict on property zoned an NC Neighborhood Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the northwest line of Frank Street, southwest of Foreman Street

AGENDA DATE April 26, 2017

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
48			9	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a restaurant without drive-in service on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the southeast corner of Garland Road and Moran Drive
49			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an R-7.5(A) Single Family District, east of South Interstate 35, south of East Laureland Road
50			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a bail bonds office on property within the Mixmaster Riverfront Subarea of Planned Development District No. 784, the Trinity River Corridor Special Purpose District, on the west side of South Riverfront Boulevard, north of Bessemer Street
51			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District, on the east side of South Bagley Street, south of West Jefferson Boulevard with consideration given to an NO(A) Neighborhood Office District
52			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1750 for commercial motor vehicle parking on property zoned a CS Commercial Service District on the northwest corner of Chalk Hill Road and Fitchburg Street
53			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay on the southwest corner of Forney Road and North Prairie Creek Road
54			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Used District on property zoned an IM Industrial Manufacturing District on the east corner of Dawson Street and Jeffries Street
55			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard

TOTAL $39,688,944.74

AGENDA ITEM # 2

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Office of Risk Management

CMO: Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize a five-year service contract for workers' compensation third party claims administration and related medical cost containment services - Tristar Risk Management Services, Inc., most advantageous proposer of three - Not to exceed $4,892,678 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This service contract provides for workers' compensation third party claims administration and related medical cost containment services. The third party administrator is responsible for, but not limited to:

- Evaluating, processing, and paying claims
- Containing medical costs through bill auditing review, pre-authorizations, pharmacy management, and medical case management
- Providing surveillance and investigation services
- Providing legal representation for Texas Worker's Compensation Commission issues for the City
- Monitoring workers' compensation claims to ensure compliance with Texas Workers' Compensation law
- Identifying and acknowledging subrogation exposures to the City
- Identifying potential areas to prevent accidents and injuries

BACKGROUND (continued)

A six member committee from the following departments reviewed and evaluated the proposals:

- Communication and Information Services (1)
- Office of Risk Management (1)
- Police (1)
- Fire-Rescue (1)
- Business Development & Procurement Services (2)*

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

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

- Cost 30%
- Functional/technical match 25%
- Capability and expertise 20%
- Business Inclusion and Development Plan 15%
- Overall approach and methodology 10%

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 729 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council, and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On April 11, 2012, City Council authorized a five-year service contract for workers' compensation third party claims administration and related medical cost containment services; and a software use and hosting agreement for a Risk Management Information System used in the tracking and reporting of general liability claims data by Resolution No. 12-1021.

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Current Funds - $4,892,677.50 (subject to annual appropriations)

M/WBE INFORMATION

141 - Vendors contacted
141 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

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

ETHNIC COMPOSITION

Tristar Risk Management Services, Inc.

White Male	7	White Female	21
Black Male	1	Black Female	9
Hispanic Male	2	Hispanic Female	3
Other Male	2	Other Female	1

PROPOSAL INFORMATION

Business Development & Procurement Services received the following proposals from solicitation number BKZ1704. We opened them on January 3, 2017. We recommend the City Council award this service contract in its entirety to the most advantageous proposer.

*Denotes successful proposer

Proposers	Address	Amount	Score
*Tristar Risk Management Services, Inc.	5525 N. MacArthur Blvd. Suite 250 Irving, TX 75038	$4,892,677.50	97.00
AS&G Claims Administration, Inc.	5300 Hollister St. Suite 410 Houston, TX 77040	$5,461,512.50	84.38

PROPOSAL INFORMATION (continued)

Proposers	Address	Amount	Score
Cannon Cochran Management Services, Inc.	5001 Spring Valley Rd. Suite 750W Dallas, TX 75224	$6,034,642.50	76.82
Argus Claims Management, Inc.	811 S. Central Expy. Suite 420 Richardson, TX 75080	Non-responsive**	

**Argus Claims Management, Inc. was deemed non-responsive due to not meeting specifications.

OWNER

Tristar Risk Management Services, Inc.

Thomas J. Veale, President
Joe McLaughlin, Sr. Vice President
Denise Cotter, Chief Financial Officer
Craig Evans, Vice President, Information Technologies

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year service contract for workers' compensation third party claims administration and related medical cost containment services - Tristar Risk Management Services, Inc., most advantageous proposer of three - Not to exceed $4,892,678 - Financing: Current Funds (subject to annual appropriations)

Tristar Risk Management Services, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$3,182,677.50	65.05%
Total non-local contracts	$1,710,000.00	34.95%
TOTAL CONTRACT	$4,892,677.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Injury Management Orgaznization	HFMB59322N0318	$1,650,000.00	96.49%
Total Minority - Non-local		$1,650,000.00	96.49%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$1,650,000.00	33.72%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$0.00	0.00%	$1,650,000.00	33.72%

April 26, 2017

WHEREAS, on April 11, 2012, City Council authorized a five-year service contract for workers' compensation third party claims administration and related medical cost containment services; and a software use and hosting agreement for a Risk Management Information System used in the tracking and reporting of general liability claims data by Resolution No. 12-1021.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a service contract with Tristar Risk Management Services, Inc. (VS0000001858), approved as to form by the City Attorney, for workers' compensation third party claims administration and related medical cost containment services for a term of five years, in an amount not to exceed $4,892,677.50. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Tristar Risk Management Services, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Tristar Risk Management Services, Inc. under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $4,892,677.50 (subject to annual appropriations) to Tristar Risk Management Services, Inc. from Service Contract No. POM-2017-00001779.

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

AGENDA ITEM # 3

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Communication and Information Services

CMO: Elizabeth Reich, 670-7804
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize **(1)** an acquisition contract for the purchase, implementation, configuration, and user training of a Forcepoint Triton APX security and threat management system in the amount of $84,120; and **(2)** a three-year service contract, with two one-year renewal options, for software subscription, maintenance, and support of the Forcepoint Triton APX security and threat management system in the amount of $376,258 - Accudata Systems, Inc., most advantageous proposer of three - Total not exceed $460,378 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

These contracts will allow for the purchase, implementation, configuration, user training, software subscription, maintenance, and support of the Forcepoint Triton APX security threat management system. This system enables the City to manage threats from both the external internet and internal intranet websites. The system detects and filters various types of viruses, malware, and advanced persistent threats to the City's information systems.

The system reduces cyber threats such as:

- Sophisticated global cyberthreats
- Transmittal and disclosure of electronically protected health information
- Access to unauthorized and restricted sites
- e-Commerce threats associated with City's business to business relationships such as electronic payments and electronic wire transfers between the City and vendors

BACKGROUND (continued)

These contracts will enhance the City's ability to monitor, manage, and respond to various types of cybersecurity threats, reduce risks posed by such threats, and reduce vulnerabilities to the City's information systems. Due to the continued growth of cyberthreats and their increasing sophistication, this security and threat management system is necessary to ensure the confidentiality, integrity, and availability of the City's information systems and assets. Furthermore, the contracts will provide technical maintenance and support, including upgrades to current software releases, and patches.

The system reviews the contents of encrypted internet information to ensure there are no hidden threats, reviews inbound and outbound internet traffic, and intercepting and blocking viruses, and spam that ultimately provides protection to systems including, but not limited to:

- Criminal Justice Information Systems
- City's financial systems
- Payroll systems
- Internet usage
- Love Field systems
- Critical infrastructure systems
- General user's computer systems
- Production documents that City staff create daily

A six member committee from the following departments reviewed and evaluated the technical portion of proposals:

- Dallas Water Utilities (2)
- Communication and Information Services (2)
- Business Development & Procurement Services (2)*

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

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

- Cost 50%
- Experience and capability 35%
- Business Inclusion and Development Plan 15%

BACKGROUND (continued)

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 1,100 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council, and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 11, 2013, City Council authorized a contract to upgrade the Websense security and threat management system and a three-year service contract for maintenance and support of the Websense security and threat management system by Resolution No. 13-2049.

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Current Funds - $460,377.03 (subject to annual appropriations)

M/WBE INFORMATION

170 - Vendors contacted
170 - No response
0 - Response (Bid)
0 - Response (No Bid)
0 - Successful

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

ETHNIC COMPOSITION

Accudata Systems, Inc.

White Male	81	White Female	31
Black Male	7	Black Female	1
Hispanic Male	5	Hispanic Female	5
Other Male	18	Other Female	5

PROPOSAL INFORMATION

Business Development & Procurement Services received the following proposals from solicitation number BUZ1705. We opened them on November 17, 2016. We recommend the City Council award these contracts in their entirety to the most advantageous proposer.

*Denotes successful proposer

Proposers	Address	Score	Amount
*Accudata Systems, Inc.	7906 N. Sam Houston Pkwy. Houston, TX 77064	86%	$762,061.46
The Newberry Group, Inc.	5650 Mexico Rd. Suite 1 St. Peters, MO 63376	77%	$829,368.87
Internet Content Management, Inc.	407 W. Parkway Pl. Suite B Ridgeland, MS 39157	85%	$797,720.00

OWNER

Accudata Systems, Inc.

Patrick Vardeman, Chief Executive Officer
Richard Johnson, Chief Financial Officer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** an acquisition contract for the purchase, implementation, configuration, and user training of a Forcepoint Triton APX security and threat management system in the amount of $84,120; and **(2)** a three-year service contract, with two one-year renewal options, for software subscription, maintenance, and support of the Forcepoint Triton APX security and threat management system in the amount of $376,258 - Accudata Systems, Inc., most advantageous proposer of three - Total not exceed $460,378 - Financing: Current Funds (subject to annual appropriations)

Accudata Systems, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$460,377.03	100.00%
TOTAL CONTRACT	$460,377.03	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$0.00	0.00%	$0.00	0.00%

April 26, 2017

WHEREAS, on December 11, 2013, City Council authorized a contract to upgrade the Websense security and threat management system and a three-year service contract for maintenance and support of the Websense security and threat management system by Resolution No. 13-2049.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign **(1)** an acquisition contract for the purchase, implementation, configuration and user training of a Forcepoint Triton APX security and threat management system in the amount of $84,119.94; and **(2)** a three-year service contract, with two one-year renewal options, for software subscription, maintenance, and support of the Forcepoint Triton APX security and threat management system in the amount of $376,257.09, with Accudata Systems, Inc. (VS0000078258), approved as to form by the City Attorney, for a total amount not to exceed $460,377.03. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Accudata Systems, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Accudata Systems, Inc. under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $84,119.94 to Accudata Systems, Inc. from the following appropriations:

Fund	Department	Unit	Object	Encumbrance	Amount
0198	DSV	1641	4731	MASCDSV201700001730	$40,319.94
0198	DSV	1641	3070	MASCDSV201700001730	$43,800.00

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $376,257.09 (subject to appropriations) to Accudata Systems, Inc. from Service Contract No. POM-2017-00001807.

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

AGENDA ITEM # 4

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Business Development & Procurement Services

CMO: Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize the sale of one 2005 Bentley Continental GT and one 2013 Land Rover Range Rover through a public auction on April 6, 2017, to Stephen Knapp in the amount of $32,200 and Texas Restaurant Equipment in the amount of $23,300, highest bidders - Revenue: $55,500

BACKGROUND

This action seeks approval to sell one 2005 Bentley Continental GT (Equipment #21522050) and one 2013 Land Rover Range Rover (Equipment #059003) which were publicly auctioned on April 6, 2017. The vehicles were previously seized vehicles and used for covert operations. They both have reached their useful life, and are no longer cost effective for the City to maintain.

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

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $55,500

BID INFORMATION

The following bids were received at public auction on April 6, 2017.

*Denotes successful bidders

Bidders	Address	Amount of Bid
*Stephen Knapp (Equipment #21522050)	1490 Reese Lane Azle, TX 76020	$32,200
*Texas Restaurant Equipment (Equipment #059003)	1718 West Main Street Grand Prairie, TX 75050	$23,300

OWNERS

Stephen Knapp

Individual

Texas Restaurant Equipment

Francois Faucon, Owner

April 26, 2017

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

SECTION 1. That the City Manager or designee is hereby authorized to sell one 2005 Bentley Continental GT (Equipment #21522050) and one 2013 Land Rover Range Rover (Equipment #059003) through a public auction on April 6, 2017, to the highest bidders, Stephen Knapp in the amount of $32,200 and Texas Restaurant Equipment in the amount of $23,300, for a total amount not to exceed $55,500.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds received from the proceeds of the sale to: Fund 0001, Department BMS, Unit 1999, Revenue Code 8414, in the amount of $47,175 and Fund 0199, Department POM, Unit 1232, Revenue Code 8420, in the amount of $8,325.

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

AGENDA ITEM # 5

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Convention and Event Services
Equipment & Building Services
Fire
Housing & Neighborhood Revitalization
Sanitation Services
Trinity Watershed Management
Water Utilities

CMO: Elizabeth Reich, 670-7804
Mark McDaniel, 670-3256
Joey Zapata, 670-3009
Majed Al-Ghafry, 670-3302
Eric Campbell, 670-3255
Theresa O'Donnell, 670-3309
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize a two-year master agreement for furniture, floor covering, modular walls, high density storage shelving, and related support services with Allsteel, Arcadia, Coalese, Davis, Encore, Environmanics, Geiger, Group Lacasse, Haworth, Inc., Herman Miller, Inc., Hon Office Furniture, Human Scale, Interface, KI, Knoll, Inc., Krug, Miliken & Company, Mohawk Industries, National Office Furniture, Patcraft, Peter Pepper Products, Inc., Shaw Industries, SitOnIt, Spacesaver, Steelcase, Texas Correctional Industries, Varidesk, Virco, Inc. and their associated distributors through the BuyBoard National Purchasing Cooperation, General Services Administration, National Intergovernmental Purchasing Alliance, National Joint Powers Association, The Cooperative Purchasing Network, Texas Multiple Award Schedules, Texas Correctional Industries, and U.S. Communities Government Purchasing Alliance - Not to exceed $11,840,522 - Financing: Current Funds ($9,957,608), Water Utilities Current Funds ($558,000), Aviation Current Funds ($435,358), Convention and Event Services Current Funds ($250,000), Sanitation Current Funds ($207,256), Public Educational and Governmental Access Funds ($205,000), 2006 Bond Funds ($140,000), Texas Department of State Health Services Grant Funds ($80,000), and Stormwater Drainage Management Current Funds ($7,300)

BACKGROUND

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

The master agreement for the purchase of furniture, floor covering, and related support services will reduce the turnaround time for furniture and floor covering orders. With this agreement, the City will be guaranteed the lowest available pricing discounts from the manufacturers listed on the agreement regardless of the size of the order.

Manufacturers covered by this agreement are: Allsteel, Arcadia, Coalese, Davis, Encore, Environmanics, Geiger, Group Lacasse, Haworth, Inc., Herman Miller, Inc., Hon Office Furniture, Human Scale, Interface, KI, Knoll, Inc., Krug, Milliken & Company, Mohawk Industries, National Office Furniture, Patcraft, Peter Pepper Products, Inc., Shaw Industries, SitOnIt, Spacesaver, Steelcase, Texas Correctional Industries, Varidesk, and Virco, Inc.

Furniture purchases will include modular system furniture, case goods, freestanding furniture, seating, filing equipment, high density shelving, related support services, delivery, and assembly. Floor coverings include commercial carpet tiles and vinyl composition tiles. The furniture and floor coverings on the master agreement will be used for new and replacement remodels by various departments.

Various departments will order off this furniture and floor covering master agreement to complete new projects and remodels to include but not limited to:

- Police Department - flooring and furniture for Jack Evans Police Headquarters
- Equipment and Building Services - flooring and furniture for various City locations such as: City Hall, Dallas City News Studio, Community Courts, and the Animal Shelter
- Water Utilities Facilities - flooring and furniture for Pumping, Wastewater and Purification Stations
- Park & Recreation - flooring and furniture for various recreation centers and service centers
- Fire-Rescue - furniture for new and existing fire stations

BACKGROUND (continued)

BuyBoard National Purchasing Cooperation (BuyBoard), General Services Administration (GSA), National Intergovernmental Purchasing Alliance (NIPA), National Joint Powers Association (NJPA), The Cooperative Purchasing Network (TCPN), Texas Multiple Award Schedules (TXMAS), and U.S. Communities Government Purchasing Alliance (U. S. Communities) conform to the requirements of Texas statutes that are applicable for competitive bids and proposals, in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Texas Correctional Industries (TCI) is a department within the Texas Department of Criminal Justice. TCI was established in 1963 with the passage of Senate Bill 338, the Prison-Made Goods Act to manufacture goods and provide services to public entities. Texas Department of Criminal Justice, Texas Correctional Industries conforms to the requirements of Texas statutes that are applicable for competitive bids and proposals, in accordance with the Prison-Made Goods Act of 1963 and the Texas Correctional Industries, Chapter 497, Texas Government Code.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 14, 2012, City Council authorized a three-year master agreement for the purchase of furniture, floor covering and related support services with Haworth, Inc., Herman Miller, Inc., Knoll, Inc., Virco, Inc., National Office Furniture, Peter Pepper Products, Inc., Hon Office Furniture, Mohawk Industries, Milliken & Company, Shaw Industries, Interface, Texas Correctional Industries and their associated distributors through the U.S. Communities Government Purchasing Alliance, Texas Multiple Award Schedules and Texas Department of Criminal Justice, Texas Correctional Industries by Resolution No. 12-2731.

On December 9, 2015, City Council authorized a two-year master agreement for the purchase of furniture, floor covering and related support services with Haworth, Inc., Herman Miller, Inc., Knoll, Inc., Virco, Inc., National Office Furniture, Peter Pepper Products, Inc., Hon Office Furniture, Mohawk Industries, Milliken & Company, Shaw Industries, Interface, Spacesaver, Texas Correctional Industries and their associated distributors through the U.S. Communities Government Purchasing Alliance, Texas Multiple Award Schedules and Texas Department of Criminal Justice, Texas Correctional Industries by Resolution No. 15-2200.

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Current Funds - $9,957,607.93
Water Utilities Current Funds - $558,000.00
Aviation Current Funds - $435,358.00
Convention and Event Services Current Funds - $250,000.00
Sanitation Current Funds - $207,256.00
Public Educational and Governmental Access Funds - $205,000.00
2006 Bond Funds - $140,000.00
Texas Department of State Health Services Grant Funds - $80,000.00
Stormwater Drainage Management Current Funds - $7,300.00

April 26, 2017

WHEREAS, on November 14, 2012, City Council authorized a three-year master agreement for the purchase of furniture, floor covering and related support services with Haworth, Inc., Herman Miller, Inc., Knoll, Inc., Virco, Inc., National Office Furniture, Peter Pepper Products, Inc., Hon Office Furniture, Mohawk Industries, Milliken & Company, Shaw Industries, Interface, Texas Correctional Industries and their associated distributors through the U.S. Communities Government Purchasing Alliance, Texas Multiple Award Schedules and Texas Department of Criminal Justice, Texas Correctional Industries by Resolution No. 12-2731; and

WHEREAS, on November 15, 2015, Administrative Action Nos. 15-7321, 15-7322, and 15-7323, authorized a one-year extension to the master agreement extending the term from November 15, 2015 to November 14, 2016; and

WHEREAS, on December 9, 2015, City Council authorized a two-year master agreement for the purchase of furniture, floor covering and related support services with Haworth, Inc., Herman Miller, Inc., Knoll, Inc., Virco, Inc., National Office Furniture, Peter Pepper Products, Inc., Hon Office Furniture, Mohawk Industries, Milliken & Company, Shaw Industries, Interface, Spacesaver, Texas Correctional Industries and their associated distributors through the U.S. Communities Government Purchasing Alliance, Texas Multiple Award Schedules and Texas Department of Criminal Justice, Texas Correctional Industries by Resolution No. 15-2200.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a master agreement with Allsteel, Arcadia, Coalese, Davis, Encore, Environmanics, Geiger, Group Lacasse, Haworth, Inc., Herman Miller, Inc., Hon Office Furniture, Human Scale, Interface, KI, Knoll, Inc., Krug, Miliken & Company, Mohawk Industries, National Office Furniture, Patcraft, Peter Pepper Products, Inc., Shaw Industries, SitOnIt, Spacesaver, Steelcase, Texas Correctional Industries, Varidesk, Virco, Inc. and their associated distributors, approved as to form by the City Attorney, for the purchase of furniture, floor covering, modular walls, high density storage shelving and related support services through the BuyBoard National Purchasing Cooperation, General Services Administration, National Intergovernmental Purchasing Alliance, National Joint Powers Association, The Cooperative Purchasing Network, Texas Multiple Award Schedules, Texas Correctional Industries, and U.S. Communities Government Purchasing Alliance for a term of two years, in an amount not to exceed $11,840,521.93.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for furniture, floor covering and related support services. If a written contract is required or requested under the master agreement for furniture, floor covering and related support services under the master agreement instead of individual purchase orders, the City Manager is hereby authorized to execute a contract, approved as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $11,840,521.93 from Master Agreement No. POM-2017-00001824.

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

AGENDA ITEM # 6

KEY FOCUS AREA:	Public Safety
AGENDA DATE:	April 26, 2017
COUNCIL DISTRICT(S):	All
DEPARTMENT:	Business Development & Procurement Services Fire Police Trinity Watershed Management
CMO:	Elizabeth Reich, 670-7804 Eric Campbell, 670-3255 Mark McDaniel, 670-3256
MAPSCO:	N/A

SUBJECT

Authorize a three-year master agreement for the purchase of bicycles, bicycle parts, and accessories - Family Bicycle Shop, LLC dba The Bike Shop in the amount of $154,960 and Binc Corporation dba B&B Bicycles in the amount of $106,410, lowest responsible bidders of three - Total not to exceed $261,370 - Financing: Current Funds ($256,145) and Stormwater Drainage Management Current Funds ($5,225)

BACKGROUND

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

This master agreement will provide for the purchase of bicycles, bicycle parts, and accessories. The Dallas Police Department (DPD) bike patrol units will use the bicycles to patrol the downtown district, neighborhoods throughout the City, various parks, and special events. Dallas Fire-Rescue's (DFR) Emergency Medical Services Bureau utilizes bicycles for special events where emergency vehicles do not have access to render aid. DPD currently has a fleet of approximately 150 units while DFR has a fleet of 12 units. Trinity Watershed Management utilizes bicycles for levee, trail, and forest inspections.

As part of the solicitation process and in an effort to increase competition, Business Development & Procurement Services (BDPS) used its procurement system to send out 275 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone.

BACKGROUND (continued)

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 25, 2013, City Council authorized a three-year master agreement for bicycles, bicycle parts and accessories for Police and Fire-Rescue by Resolution No. 13-1673.

Information about this item will be provided to the Public Safety Committee on April 24, 2017.

FISCAL INFORMATION

Current Funds - $256,144.85
Stormwater Drainage Management Current Funds - $5,224.96

M/WBE INFORMATION

29 - Vendors contacted
29 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

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

ETHNIC COMPOSITION

Family Bicycle Shop, LLC dba The Bike Shop

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

Binc Corporation dba B&B Bicycles

White Male	3	White Female	3
Black Male	0	Black Female	0
Hispanic Male	1	Hispanic Female	0
Other Male	0	Other Female	0

BID INFORMATION

Business Development & Procurement Services received the following bids from solicitation number BT1703. We opened them on December 16, 2016. We recommend the City Council award this master agreement to the lowest responsive and responsible bidders by line. Information related to this solicitation is available upon request.

*Denotes successful bidders

Bidders	Address	Amount
*Family Bicycle Shop, LLC dba The Bike Shop	2111 E. Arapaho Rd. Richardson, TX 75081	Multiple Lines
*Binc Corporation dba B&B Bicycles	223 E. FM 1382 Ste. 127 Cedar Hill, TX 75104	Multiple Lines
GT Distributors, Inc.	2545 Brockton Dr. Ste. 100 Austin, TX 78758	Multiple Lines

OWNERS

Family Bicycle Shop, LLC dba The Bike Shop

Cindy Guin, President

Binc Corporation dba B&B Bicycles

Mary Farrell, President
Jeff Delavega, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for the purchase of bicycles, bicycle parts, and accessories - Family Bicycle Shop, LLC dba The Bike Shop in the amount of $154,960 and Binc Corporation dba B&B Bicycles in the amount of $106,410, lowest responsible bidders of three - Total not to exceed $261,370 - Financing: Current Funds ($256,145) and Stormwater Drainage Management Current Funds ($5,225)

Family Bicycle Shop, LLC dba The Bike Shop and Binc Corporation dba B&B Bicycles are local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforce.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$261,369.81	100.00%
Total non-local contracts	$0.00	0.00%
TOTAL CONTRACT	$261,369.81	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$0.00	0.00%	$0.00	0.00%

April 26, 2017

WHEREAS, on September 25, 2013, City Council authorized a three-year master agreement for bicycles, bicycle parts and accessories for Police and Fire-Rescue by Resolution No. 13-1673.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a master agreement with Family Bicycle Shop, LLC dba The Bike Shop (VS93129) in the amount of $154,960.00 and Binc Corporation dba B&B Bicycles (VS0000062111) in the amount of $106,409.81, approved as to form by the City Attorney, for the purchase of bicycles, bicycle parts, and accessories for a term of three years in a total amount not to exceed $261,369.81.

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

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $261,369.81 from Master Agreement No. POM-2017-00001744.

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

AGENDA ITEM # 7

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Business Development & Procurement Services
Water Utilities

CMO: Elizabeth Reich, 670-7804
Jill A. Jordan, P.E., 670-5299

MAPSCO: 33 G

SUBJECT

Authorize a three-year master agreement for hydrated lime for Bachman Water Treatment Plant - Texas Lime Company, lowest responsible bidder of four - Not to exceed $1,248,300 - Financing: Water Utilities Current Funds

BACKGROUND

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

This agreement will allow for the purchase of hydrated lime for the treatment of drinking water at the Bachman Water Treatment Plant. This chemical addition to the water treatment process, will allow the pH to be adjusted before and after the filtration process. Dallas Water Utilities (DWU) selected hydrated lime due to its fewer impurities over other types of lime. This product is also more economical than other types of pH adjustment chemicals. This addition of hydrated lime, along with other changes in the treatment process, will further improve water quality and promote greater stability throughout our distribution system.

DWU provides water and wastewater service to approximately 2.4 million people in the Dallas service area of approximately 700 square miles.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Water Utilities Current Funds - $1,248,300

M/WBE INFORMATION

168 - Vendors contacted
168 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

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

ETHNIC COMPOSITION

Texas Lime Company

White Male	15	White Female	2
Black Male	0	Black Female	0
Hispanic Male	25	Hispanic Female	1
Other Male	5	Other Female	0

BID INFORMATION

Business Development & Procurement Services received the following bids from solicitation number BW1702. We opened them on January 20, 2017. We recommend the City Council award this master agreement in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

Bidders	Address	Amount of Bid
*Texas Lime Company	5429 LBJ Freeway Suite 230 Dallas, TX 75240	$1,248,300.00
U.S. Lime Company	98054 S. 4610 Road Marble City, OK 74945	$1,405,405.13
Lhoist North America of Texas	3700 Hulen Street Ft. Worth, TX 76017	$1,478,250.00

BID INFORMATION (continued)

Bidders	**Address**	**Amount of Bid**
Lynx and Associates, LLC dba Lynx Chemicals	1801 McCord Way #348 Frisco, TX 75033	$1,971,000.00

OWNER

Texas Lime Company

Timothy Byrne, President
David Leymeister, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for hydrated lime for Bachman Water Treatment Plant - Texas Lime Company, lowest responsible bidder of four - Not to exceed $1,248,300 - Financing: Water Utilities Current Funds

Texas Lime Company is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$1,055,306.25	84.54%
Total non-local contracts	$192,993.75	15.46%
TOTAL CONTRACT	$1,248,300.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$0.00	0.00%	$0.00	0.00%

April 26, 2017

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

SECTION 1. The City Manager is hereby authorized to sign a master agreement with Texas Lime Company (031035), approved as to form by the City Attorney, for the purchase of hydrated lime for Bachman Water Treatment Plant for a term of three years in an amount not to exceed $1,248,300.

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

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $1,248,300 from Master Agreement No. POM-2017-00001757.

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

AGENDA ITEM # 8

KEY FOCUS AREA:	E-Gov
AGENDA DATE:	April 26, 2017
COUNCIL DISTRICT(S):	All
DEPARTMENT:	Business Development & Procurement Services Court & Detention Services
CMO:	Elizabeth Reich, 670-7804 Eric Campbell, 670-3255
MAPSCO:	N/A

SUBJECT

Authorize Supplemental Agreement No. 2 to exercise the first of three one-year renewal options to the service contract with Gila LLC dba Municipal Services Bureau for the collection of delinquent fines and fees for violations of City ordinances, traffic, and state laws, excluding parking violations - Estimated Annual Net Revenue: $4,257,000

BACKGROUND

This Supplemental Agreement provides the City with the collection of delinquent fines and fees for violations of City ordinances, traffic, and state laws, excluding parking violations. Court and Detention Services is responsible for the collection and processing of fines and fees associated with Class C misdemeanor and civil violations enforced within the City limits. Cases which are unresolved and become delinquent are assigned to a private vendor for collection. This Supplemental Agreement will enable the department to continue timely collection of delinquent amounts for traffic, ordinance, and state law violations.

Per State law, Gila LLC dba Municipal Services Bureau will receive a 30 percent add-on commission which is paid by the defendant on cases originating on or after June 18, 2003. No commission will be paid on cases preceding that date, in accordance with current interpretation of State law.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 22, 2014, this item was remanded by City Council for briefing on November 5, 2014.

On November 5, 2014, City Council was briefed regarding this matter.

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

On November 12, 2014, City Council authorized a three-year service contract, with three one-year renewal options, for the collection of delinquent fines and fees for violations of City ordinances, traffic, and state laws, excluding parking violations by Resolution No. 14-1985.

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Estimated Annual Net Revenue - $4,257,000

ETHNIC COMPOSITION

Gila LLC dba Municipal Services Bureau

White Male	65	White Female	89
Black Male	25	Black Female	100
Hispanic Male	61	Hispanic Female	156
Other Male	9	Other Female	29

OWNER

Gila LLC dba Municipal Services Bureau

Bruce A. Cummings, President
Barbara Fugler, Secretary

April 26, 2017

WHEREAS, on November 12, 2014, City Council authorized a three-year service contract, with three one-year renewal options, for the collection of delinquent fines and fees for violations of City ordinances, traffic and state laws, excluding parking violations by Resolution No. 14-1985; and

WHEREAS, on September 25, 2015, Administrative Action No. 15-6741 authorized Supplemental Agreement No. 1 to the service contract to change Exhibit B of the contract by removing an incorrect document and replacing with the correct document and clarifying the definitions in the Exhibit.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign Supplemental Agreement No. 2 to exercise the first of three one-year renewal options to the service contract with Gila LLC dba Municipal Services Bureau (348597), approved as to form by the City Attorney, for the collection of delinquent fines and fees for violations of City ordinances, traffic, and state laws, excluding parking violations, for an estimated annual net revenue of $4,257,000.

SECTION 2. That the Chief Financial Officer is hereby authorized to deposit all commissions received for the benefit of Gila LLC dba Municipal Services Bureau into Fund 0614, Department CTS, Unit 1081, Balance Sheet 077E. All other revenue received will be deposited into the General Fund 0001, Department CTS, Unit 1081, with the appropriate revenue codes; Fund 0401, Department CTS, Unit 1063, Revenue Code 8033; Fund 0G88, Department CTS, Unit 1064, Revenue Code 8030; Fund 0396, Department CTJ, Unit 2159, Revenue Code 8040; Fund 0476, Department HOU, Unit 1042, Revenue Code 8037.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse commission to Gila LLC dba Municipal Services Bureau, according to the terms of the contract from Fund 0614, Department CTS, Unit 1081, Balance Sheet 077E.

SECTION 4. That this contract is designated as No. POM-2017-00001713.

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

AGENDA ITEM # 9

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
City Controller

CMO: Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 6 to exercise the two-year renewal option to the service contract with Dunbar Armored, Inc. for armored car services for City facilities that conduct monetary transactions - Not to exceed $478,752, from $669,020 to $1,147,772 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This Supplemental Agreement provides armored car services for City facilities that conduct monetary transactions as part of their daily operations. These facilities require that money collected as part of daily transactions be accounted for and safely transported to a bank depository on the City's behalf. Dunbar Armored, Inc. currently serves approximately 90 locations including the Kay Bailey Hutchison Convention Center, recreation centers, libraries, and police and fire locations.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 28, 2013, City Council authorized a three-year service contract, with one two-year renewal option, for armored car services for City facilities that conduct monetary transactions by Resolution No. 13-1416.

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Current Funds - $478,751.06 (subject to annual appropriations)

ETHNIC COMPOSITION

Dunbar Armored, Inc.

White Male	1,867	White Female	497
Black Male	995	Black Female	443
Hispanic Male	945	Hispanic Female	268
Other Male	332	Other Female	117

OWNER

Dunbar Armored, Inc.

Kevin R. Dunbar, President
David R. Botzler, Executive Vice President
Vicki L. Thompson, Secretary
Juergen Laue, Treasurer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 6 to exercise the two-year renewal option to the service contract with Dunbar Armored, Inc. for armored car services for City facilities that conduct monetary transactions - Not to exceed $478,752, from $669,020 to $1,147,772 - Financing: Current Funds (subject to annual appropriations)

Dunbar Armored, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$478,751.06	100.00%
TOTAL CONTRACT	$478,751.06	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$0.00	0.00%	$0.00	0.00%

April 26, 2017

WHEREAS, on August 28, 2013, City Council authorized a three-year service contract, with one two-year renewal option, for armored car services for City facilities that conduct monetary transactions, in an amount not to exceed $619,020.48, by Resolution No. 13-1416; and

WHEREAS, on September 23, 2013, Administrative Action No. 13-6469 authorized Supplemental Agreement No. 1 to increase the service contract, in an amount not to exceed $36,181.00, from $619,020.48 to $655,201.48; and

WHEREAS, on January 29, 2014, Administrative Action No. 14-5481 authorized Supplemental Agreement No. 2 to amend the scope of services and revise the payment provisions; and

WHEREAS, on June 19, 2015, Administrative Action No. 15-6170 authorized Supplemental Agreement No. 3 to amend the scope of services and revise the payment provisions; and

WHEREAS, on July 22, 2016, Administrative Action No. 16-6375 authorized Supplemental Agreement No. 4 to extend the term of the contract for one year from August 31, 2016 to August 30, 2017 and to increase the service contract, in an amount not to exceed $13,819.00, from $655,201.48 to $669,020.48; and

WHEREAS, on November 29, 2016, Administrative Action No. 16-7088 authorized Supplemental Agreement No. 5 to amend the scope of services.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign Supplemental Agreement No. 6 to exercise the two-year renewal option to the service contract with Dunbar Armored, Inc. (500554), approved as to form by the City Attorney, for armored car services for City facilities that conduct monetary transactions, in an amount not to exceed $478,751.06, increasing the service contract amount from $669,020.48 to $1,147,771.54.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $478,751.06 (subject to annual appropriations) to Dunbar Armored, Inc. from Service Contract No. BHZ1303.

SECTION 3. That this contract is designated as No. POM-2016-00000986.

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

AGENDA ITEM # 10

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Communication and Information Services

CMO: Elizabeth Reich, 670-7804
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 7 to exercise the third one-year renewal option to the service contract with GTS Technology Solutions, Inc. (formerly Austin Ribbon and Computer Supplies, Inc.) for the lease or purchase of desktop computers, computer related equipment, accessories, and various managed services - Not to exceed $4,135,306, from $38,205,230 to $42,340,536 - Financing: Current Funds (subject to appropriations)

BACKGROUND

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

This Supplemental Agreement will allow the City to continue to lease and purchase desktop computers, computer related equipment, and accessories. Additionally, this contract includes vendor provided services such as dedicated onsite support, vendor website for order processing (E-Commerce), asset management support, and hard drive and computer equipment shredding services.

Communication and Information Services (CIS) has established configuration requirements for computer hardware to ensure compatibility with supported operating systems and hardware. CIS also requires the vendor to pre-install specified hardware and software that safeguards the computer in the event of loss or theft. These safeguards allow CIS to locate a missing device and remotely remove data from the device if necessary. Additionally, devices subject to Health Insurance Portability and Accountability Act (HIPAA) are required to have encryption hardware pre-installed by the manufacturer. Standardization has also achieved efficiencies in the ongoing maintenance and repair of computers citywide.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 11, 2009, City Council authorized a sixty-month contract, with three twelve-month renewal options, for the lease or purchase of all forms of computers and computer related equipment and accessories to include various managed services by Resolution No. 09-0454.

On February 17, 2015, the Budget, Finance and Audit Committee was briefed by memorandum.

On February 25, 2015, City Council authorized Supplemental Agreement No. 4 to exercise the first one-year renewal option to the service contract for the lease or purchase of all forms of computers, computer related equipment, accessories and various managed services by Resolution No. 15-0342.

On February 10, 2016, City Council authorized Supplemental Agreement No. 5 to exercise the second one-year renewal option of the service contract for the lease or purchase of all forms of computers, computer related equipment, accessories and various managed services by Resolution No. 16-0270.

The Budget, Finance, and Audit Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Current Funds - $4,135,306 (subject to appropriations)

ETHNIC COMPOSITION

GTS Technology Solutions, Inc. (formerly Austin Ribbon and Computer Supplies, Inc.)

White Male	23	White Female	27
Black Male	7	Black Female	3
Hispanic Male	6	Hispanic Female	3
Other Male	6	Other Female	1

OWNER

GTS Technology Solutions, Inc. (formerly Austin Ribbon & Computer Supplies, Inc.)

Ryan Grant, President
Scott Sizemore, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 7 to exercise the third one-year renewal option to the service contract with GTS Technology Solutions, Inc. (formerly Austin Ribbon and Computer Supplies, Inc.) for the lease or purchase of desktop computers, computer related equipment, accessories, and various managed services - Not to exceed $4,135,306, from $38,205,230 to $42,340,536 - Financing: Current Funds (subject to appropriations)

GTS Technology Solutions, is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$4,135,306.00	100.00%
Non-local contracts	$0.00	0.00%
TOTAL THIS ACTION	$4,135,306.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
GTS Technology Solutions, Inc.	WFWB23101N0618	$4,135,306.00	100.00%
Total Minority - Local		$4,135,306.00	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$4,135,306.00	100.00%	$42,340,536.00	100.00%
Total	$4,135,306.00	100.00%	$42,340,536.00	100.00%

April 26, 2017

WHEREAS, on February 11, 2009, City Council authorized a sixty-month contract, with three twelve-month renewal options, for the lease or purchase of all forms of computers and computer related equipment and accessories to include various managed services, in an amount not to exceed $18,762,347, by Resolution No. 09-0454; and

WHEREAS, on December 18, 2013, Administrative Action No. 13-7014 authorized Supplemental Agreement No. 1 to the service contract with Austin Ribbon & Computer Supplies, Inc. to add the Statement of Work for Office 365 email migration; and

WHEREAS, on February 11, 2014, Administrative Action No. 14-5420 authorized Supplemental Agreement No. 2 to the service contract with Austin Ribbon & Computer Supplies, Inc. to extend the contract term from February 16, 2014 to February 15, 2015; and

WHEREAS, on June 2, 2014, Administrative Action No. 14-6035 authorized Supplemental Agreement No. 3 to the service contract with Austin Ribbon & Computer Supplies, Inc. to add changes to the Statement of Work for Office 365 email migration through Supplemental Agreement No.1; and

WHEREAS, on February 25, 2015, City Council authorized Supplemental Agreement No. 4 to exercise the first one-year renewal option to the service contract for the lease or purchase of all forms of computers, computer related equipment, accessories and various managed services, in an amount not to exceed $3,557,706, from $31,240,547 to $34,798,253, by Resolution No. 15-0342; and

WHEREAS, on February 10, 2016, City Council authorized Supplemental Agreement No. 5 to exercise the second one-year renewal option of the service contract for the lease or purchase of all forms of computers, computer related equipment, accessories and various managed services, in an amount not to exceed $3,406,977, from $34,798,253 to $38,205,230, by Resolution No. 16-0270; and

WHEREAS, on January 31, 2017, Administrative Action No. 17-5394 authorized Supplemental Agreement No. 6 to extend the term of the agreement for the lease or purchase, of all forms of computers and computer related equipment and accessories through March 31, 2017.

Now, Therefore,

April 26, 2017

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

SECTION 1. The City Manager is hereby authorized to sign Supplemental Agreement No. 7 to exercise the third one-year renewal option to the service contract with GTS Technology Solutions, Inc. (formerly Austin Ribbon & Computer Supplies, Inc.) (263234), approved as to form by the City Attorney, for the lease or purchase of desktop computers, computer related equipment, accessories, and various managed services, in an amount not to exceed $4,135,306, increasing the service contract amount from $38,205,230 to $42,340,536.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $4,135,306 (subject to appropriations) to GTS Technology Solutions, Inc. from Service Contract No. BGZ0805.

SECTION 3. That this contract is designated as No. POM-2016-00001550.

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

AGENDA ITEM # 11

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Larry Casto, 670-3491

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Brown & Hofmeister, L.L.P. for additional legal services necessary in the lawsuit styled Anderson Jones v. Elena Perez, Civil Action No. 3:16-CV-2835-D - Not to exceed $125,000, from $50,000 to $175,000 - Financing: Current Funds

BACKGROUND

The additional legal services of Brown & Hofmeister, L.L.P. are necessary to continue providing legal services in connection with the representation of Dallas Police Officer Elena Perez in the lawsuit styled Anderson Jones v. Elena Perez, Civil Action No. 3:16-CV-2835-D.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum on April 19, 2017.

FISCAL INFORMATION

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

Current Funds - $125,000

OWNER

Brown & Hofmeister, L.L.P.

Edwin P. Voss, Jr. Partner

April 26, 2017

WHEREAS, on November 16, 2016, Administrative Action No. 16-6943 authorized a professional services contract with Brown & Hofmeister, L.L.P. for legal services necessary in connection with the representation of Dallas Police Officer Elena Perez in the lawsuit styled Anderson Jones v. Elena Perez, Civil Action No. 3:16-CV-2835-D, in an amount not to exceed $50,000; and

WHEREAS, the professional legal services of Brown & Hofmeister, L.L.P., continue to be necessary.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Brown & Hofmeister, L.L.P., after approval as to form by the City Attorney for additional legal services necessary in the lawsuit styled Anderson Jones v. Elena Perez, Civil Action No. 3:16-CV-2835-D, in an amount not to exceed $125,000, increasing the original contract amount from $50,000 to $175,000.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse, in periodic payments to Brown & Hofmeister, L.L.P., an amount not to exceed $125,000 from Fund 0192, Department ORM, Unit 3890, Object 3033, CT-ATT389017B53, Vendor 339582.

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

AGENDA ITEM # 12

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Controller
Water Utilities

CMO: Elizabeth Reich, 670-7804
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize the preparation of plans for an issuance of Waterworks and Sewer System Revenue Refunding Bonds, Series 2017, in an amount not to exceed $201,000,000 - Financing: This action has no cost consideration to the City

BACKGROUND

This proposed revenue bond sale is for the refunding of commercial paper notes issued for interim financing of improvements to the City's water and wastewater system.

Issuance of revenue bonds for refunding up to $201,000,000 in commercial paper notes is in accordance with the capital program for water and wastewater improvements, and is within the Fiscal Year 2016-17 operating and capital budgets for the Dallas Water Utilities Department.

The City plans to use Underwriting Syndicate Team "B" which is comprised of Citigroup, Inc.; Wells Fargo Securities; Goldman Sachs & Co.; Piper Jaffray & Co.; Stifel, Nicolaus & Co., Inc.; Frost Bank; Loop Capital Markets; Samuel A. Ramirez & Co.; and Stern Brothers & Co. Loop Capital Markets will be the Bookrunning Senior Manager, and Piper Jaffray & Co. will be the Co-Senior Manager.

ESTIMATED SCHEDULE OF PROJECT

Authorized preparation for Issuance of Bonds	April 26, 2017
Approval of parameters ordinance	June 14, 2017
Pricing	July 11, 2017 (no later than)
Delivery of Proceeds	August 10, 2017 (no later than)

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Budget, Finance and Audit Committee will be briefed regarding this item on April 17, 2017.

FISCAL INFORMATION

This action has no cost consideration to the City. Payment for cost of issuance is not made unless the bonds are issued. City Council approval of the ordinance authorizing the sale of bonds is scheduled for June 14, 2017. The anticipated cost of issuance is $585,900 from Water Utilities Current Funds.

M/WBE INFORMATION

Attachment I provides an estimate of bond issuance costs for the proposed bonds and the M/WBE participation.

SERIES 2017
WATERWORKS AND SEWER SYSTEM
REVENUE REFUNDING BONDS
$201,000,000

Estimate of Total Bond Issuance Costs and M/WBE Participation

Co-Bond Counsel			
McCall, Parkhurst & Horton LLP (Vendor #193173)	$	93,000	15.9%
Escamilla & Poneck (Vendor #518903)		66,000	11.3%
Disclosure Counsel			
Andrews Kurth LLP (Vendor #VC13546)		66,000	11.3%
Co-Financial Advisors			
Hilltop Securities (Vendor #VS52889)		99,440	17.0%
Estrada Hinojosa (Vendor #259910)		52,960	9.0%
Out-of-Pocket Expenses			
Hilltop Securities (Vendor #VS52889)		5,000	0.9%
Official Statement Printing			
TBD		10,000	1.7%
Rating Agencies			
FitchRatings (Vendor #VC14720)		95,000	16.2%
Standard & Poor's (Vendor #954974)		75,000	12.8%
Auditor			
Grant Thornton LLP (Vendor #VS0000007921)		14,000	2.4%
Filing Fee			
Attorney General (Vendor #344989)		9,500	1.6%
Total Issuance Costs	$	585,900	100%
Total M/WBE Participation as % of Total Issuance Costs:		128,960	22.0%

April 26, 2017

WHEREAS, the adopted Capital Improvement Program, currently underway and scheduled, requires issuance of an amount not to exceed $201,000,000 of Waterworks and Sewer System Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds") for the purpose of refunding outstanding commercial paper notes issued for interim financing of improvements to the City's water and wastewater system; and

WHEREAS, the City Council hereby finds and determines that in order to accomplish such issuance in a timely and cost efficient manner, the City Manager, the City's Co-Financial Advisors, the City's Co-Bond Counsel, and the City's Disclosure Counsel should be authorized and directed to take such action and prepare documents as necessary in order to accomplish such issuance; and

WHEREAS, it is desired to proceed with the preparatory work necessary to issue these refunding bonds through a negotiated sale no later than July 11, 2017.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to proceed with the necessary preparations for the sale of Waterworks and Sewer System Revenue Refunding Bonds, Series 2017 Series (the "Series 2017 Bonds"), in an aggregate principal amount not to exceed $201,000,000 with such sale scheduled to occur no later than July 11, 2017.

SECTION 2. That the City Manager, the City's Co-Financial Advisors, the City's Co-Bond Counsel, and the City's Disclosure Counsel are hereby authorized and directed to prepare an Official Statement with respect to such bonds and to take such other action and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the Series 2017 Bonds.

SECTION 3. That the City Manager is hereby authorized to use the previously contracted professional services of Hilltop Securities, Inc. and Estrada Hinojosa & Company, Inc., Co-Financial Advisors, for the proposed refunding bond sale. If the bonds are issued, payment for such services shall not exceed $99,440 for Hilltop Securities, Inc. (Vendor VS52889) and shall not exceed $52,960 for Estrada Hinojosa & Company Inc. (Vendor 259910) and shall be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3803.

SECTION 4. That the City Manager is hereby authorized to use the previously contracted professional services of McCall, Parkhurst & Horton LLP and Escamilla & Poneck, LLP as Co-Bond Counsel in connection with the sale and delivery of the Series 2017 Bonds. If bonds are issued, payment for the opinion, and the hourly rate of McCall, Parkhurst & Horton LLP (Vendor 193173), shall be at the rate of $0.30 per $1,000 increment of bonds issued plus hourly rate of $90 to $300 for services rendered by individual attorneys and paralegals (estimated not to exceed $93,000). If bonds are issued, payment for the opinion, and the hourly rate of Escamilla & Poneck, LLP (Vendor 518903) shall be at the rate of $0.15 per $1,000 increment of bonds issued plus an hourly rate of $90 to $300 for services rendered by individual attorneys and paralegals (estimated not to exceed $66,000) and shall be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3033.

SECTION 5. That the City Manager is hereby authorized to use the previously contracted professional services of Andrews Kurth L.L.P., as disclosure counsel in connection with the sale and delivery of the Series 2017 Bonds. If bonds are issued, payment for the opinion, and the hourly rate of Andrews Kurth L.L.P. (Vendor VC13546), shall be at the rate of $0.20 per $1,000 increment of bonds issued plus hourly rate of $90 to $300 for services rendered by individual attorneys and paralegals (estimated not to exceed $66,000), and shall be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3033.

SECTION 6. That the City Manager is hereby authorized to obtain bond ratings from FitchRatings (Vendor VC14720) and from Standard & Poor's Inc. (Vendor 954974) in connection with the sale of the bonds. Payments for the bond ratings are not to exceed $170,000 and will be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3803.

SECTION 7. That the City Manager is hereby authorized to use the previously contracted professional services of Grant Thornton L.L.P to obtain an independent auditors consent letter in connection with the sale and delivery of the bonds. If the bonds are issued, payment for the services of Grant Thornton L.L.P (Vendor VS0000007921) shall not exceed $14,000 and will be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3803.

SECTION 8. That the Chief Financial Officer is hereby authorized to make payments for printing services to print and mail official statements. If the bonds are issued, payment for these services shall not exceed $10,000 and will be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3803.

SECTION 9. That the Chief Financial Officer is hereby authorized and directed to file an official statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds for review by the Attorney General of Texas (Vendor 344989). If the bonds are issued, payment for the filing fee is estimated not to exceed $9,500 and shall be made from Water Utilities Debt Service Fund, Fund 0109, Department DWU, Unit 7017, Object 3803.

SECTION 10. That the amount of bond sale applicable to commercial paper refunding shall be remitted directly to the commercial paper issuing and paying agent U.S. Bank Trust National Association (Vendor VS0000047523). Any variation in proceeds arising from this issue of bonds shall be deposited in Water Utilities Operating Fund, Fund 0100, Department DWU, Unit 7017, Revenue Code 8438.

SECTION 11. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 13

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Equipment & Building Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45Q

SUBJECT

Authorize a contract with E-MC Electrical, Inc., best value proposer of two, to perform fire alarm system replacement and upgrades at Dallas City Hall located at 1500 Marilla Street - Not to exceed $2,075,000 - Financing: 2006 Bond Funds

BACKGROUND

There is a need to replace and upgrade the fire alarm system at Dallas City Hall. The current system has not been significantly upgraded or replaced to comply with current building codes and Life Safety Codes since the initial construction was completed in 1971. In order to comply with current building and life safety codes, a new fire alarm system needs to be upgraded. The new fire alarm system will utilize devices, technology and interfaces currently used in the industry.

On August 10, 2016, the project was advertised as a Request for Competitive Sealed Proposals. On October 7, 2016, two Competitive Sealed Proposals were received. The Proposal Evaluation Committee evaluated and ranked all proposals according to grading criteria provided in the project specifications. E-MC Electrical, Inc. was chosen as the best value proposer of the two proposers for this project and it is recommended that the City of Dallas enter into a contract with E-MC Electrical, Inc. for the scope of work detailed in the project manual and construction documents, in an amount not to exceed $2,075,000.

ESTIMATED SCHEDULE OF PROJECT

Begin Replacement	June 2017
Complete Replacement	August 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on April 14, 2017.

FISCAL INFORMATION

2006 Bond Funds - $2,075,000

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

E-MC Electrical, Inc.

White Male	64	White Female	3
Black Male	3	Black Female	0
Hispanic Male	49	Hispanic Female	1
Other Male	0	Other Female	0

PROPOSAL INFORMATION

The following two competitive sealed proposals were received and opened on October 7, 2016. The selection committee ranked the proposers as follows:

*Denotes the successful proposer

Proposer	Base	Alternate	Total
*E-MC Electrical, Inc. 308 E Kennedale Parkway Kennedale, Texas 76060	$2,075,000	N/A	$2,075,000
CESG, LLC	$2,569,000	N/A	$2,569,000

OWNER

E-MC Electrical, Inc.

Spencer McDonald, Chief Financial Officer

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with E-MC Electrical, Inc., best value proposer of two, to perform fire alarm system replacement and upgrades at Dallas City Hall located at 1500 Marilla Street - Not to exceed $2,075,000 - Financing: 2006 Bond Funds

E-MC Electrical, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$2,075,000.00	100.00%
TOTAL CONTRACT	$2,075,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

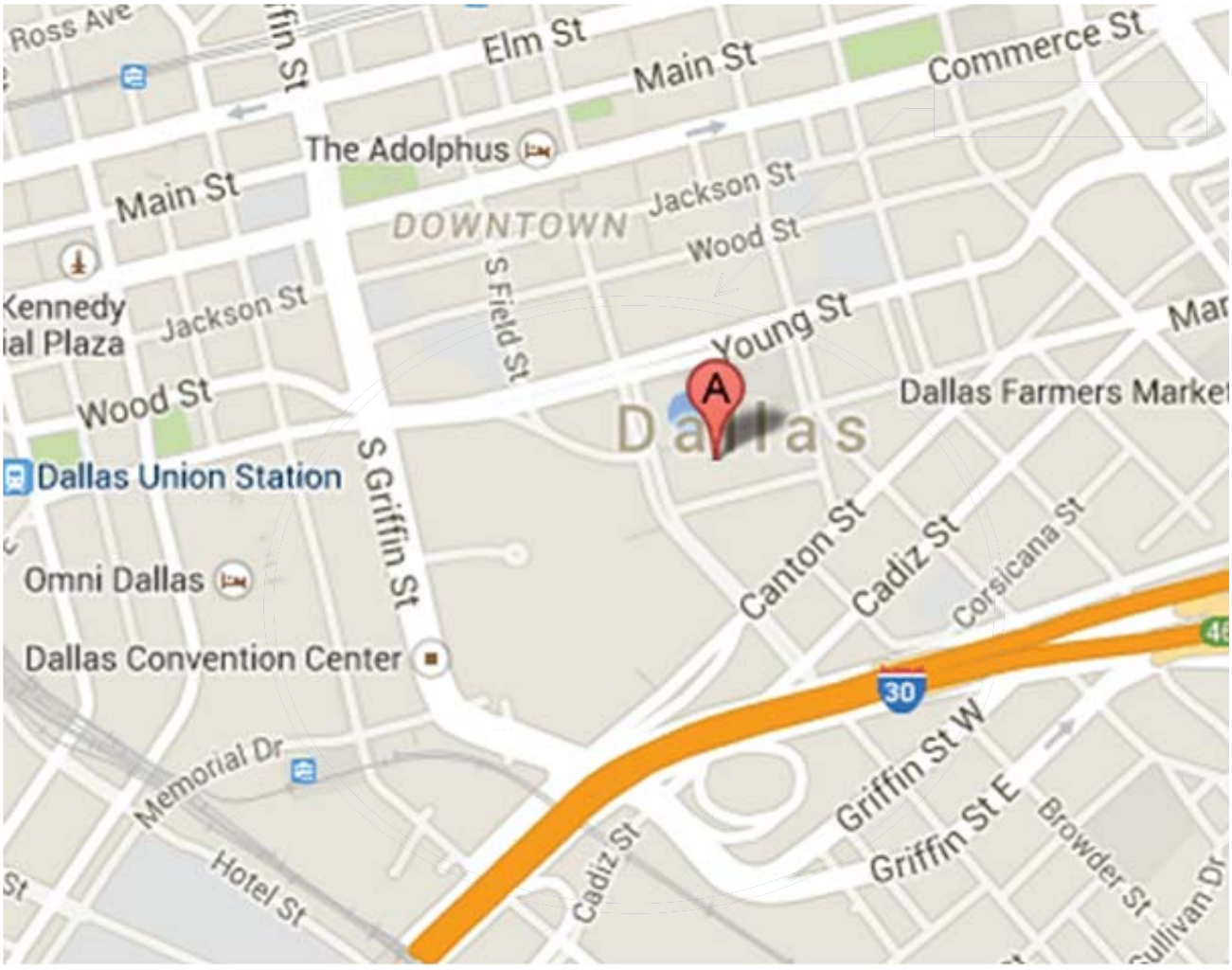
Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Dennis Services	WFDB95526Y0917	$518,750.00	25.00%
Total Minority - Non-local		$518,750.00	25.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$518,750.00	25.00%
Total	$0.00	0.00%	$518,750.00	25.00%

Dallas City Hall



Mapsco 45Q

WHEREAS, there is a need to comply with current building codes and upgrade the fire alarm system at Dallas City Hall located at 1500 Marilla Street; and

WHEREAS, E-MC Electrical, Inc. submitted a proposal through a Request for Competitive Sealed Proposals process to perform upgrades to the fire alarm system at Dallas City Hall; and

WHEREAS, it is now desirable to authorize a contract with E-MC Electrical, Inc. to perform fire alarm system replacement and upgrades at Dallas City Hall, in an amount not to exceed $2,075,000.00.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a contract with E-MC Electrical, Inc., approved as to form by the City Attorney, to perform fire alarm system replacement and upgrades at Dallas City Hall, in an amount not to exceed $2,075,000.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds, in an amount not to exceed $2,075,000.00 to E-MC Electrical, Inc., in accordance with the terms and conditions of the contract, as follows:

(2006) City Hall, City Service and Maintenance Facilities Fund Fund 7T60, Department EBS, Unit T738, Object 4310 Activity EB01, Program EBS06T738, CT-EBS06T738CTG01 Commodity 91438, Vendor VS91582	$ 248,001.47
(2006) City Hall, City Service and Maintenance Facilities Fund Fund 8T60, Department EBS, Unit T738, Object 4310 Activity EB01, Program EBS06T738, CT-EBS06T738CTG01 Commodity 91438, Vendor VS91582	$ 303,631.62
(2006) City Hall, City Service and Maintenance Facilities Fund Fund 2T60, Department EBS, Unit T747, Object 4310 Activity EB01, Program EBS06T738, CT-EBS06T738CTG01 Commodity 91438, Vendor VS91582	$1,523,366.91
Total amount not to exceed	$2,075,000.00

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

AGENDA ITEM # 14

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Alan Sims, 670-3302

MAPSCO: N/A

SUBJECT

Authorize **(1)** an Interlocal Agreement with Dallas County to accept the FY 2016 Emergency Solutions Grant through a grant from the U.S. Department of Housing and Urban Development for emergency shelter operations and utilities reimbursement at The Bridge in the amount of $90,684 for the period March 21, 2017 through September 30, 2018; **(2)** a third amendment to the first five-year renewal option to the Management Services Contract, Phase II, with the City's contractor, Bridge Steps for the continued operation, programming, and management of The Bridge located at 1818 Corsicana Street; **(3)** receipt and deposit of grant funds in the Dallas County Emergency Solutions Grant Fund in an amount not to exceed $90,684; **(4)** establishment of appropriations in the Dallas County Emergency Solutions Grant Fund in an amount not to exceed $90,684; and **(5)** execution of the Interlocal Agreement - Not to exceed $90,684 - Financing: Dallas County Emergency Solutions Grant Funds

BACKGROUND

On September 22, 2015, City Council authorized the first five-year renewal option to the Management Services Contract, Phase II (MSC), with Bridge Steps. The first amendment to the renewal extended the term deadline of the Texas Department of State Health Services (DSHS) FY 2014 Healthy Community Collaborative Grant from August 31, 2015 to August 31, 2016 by Resolution Nos. 16-0302 and 16-1387. The second amendment to the first five-year renewal option to the MSC with Bridge Steps, authorized FY 2016 funding, for the continued operation, programming, and management of the Bridge, which is owned by the City of Dallas and operated by the contractor, Bridge Steps.

BACKGROUND (continued)

On May 20, 2008, The Bridge opened, providing a centralized entry point for homeless persons to access multiple services at one location through on-site services and co-located agencies. The Bridge serves more than 7,000 people experiencing homelessness per year, the majority of whom transitioned out of the agency's collaborative network rapidly. For adults experiencing episodes of homelessness, The Bridge provides triage services, jail diversion/reentry services, medical/behavioral health care services, and day shelter services. For adults experiencing or at-risk of experiencing long-term homelessness, The Bridge provides night shelter and recreational/educational services, and assists clients in obtaining employment/disability income and affordable/supportive housing. Since opening, The Bridge has been able to provide more than 2,000 job placements and more than 2,000 housing placements.

This action will authorize an Interlocal Agreement with Dallas County for receipt and disbursement of $90,684, (allocation approved on March 21, 2017 Court Order 2017-0420) contributed by the County through a grant from the Department of Housing and Urban Development toward the cost of operating The Bridge. Dallas County has contributed funding to support the operation of The Bridge, since it opened in 2008.

Agency staff must input client-level data into the local Homeless Management Information System (HMIS) with applicable written consent. Agencies must also submit monthly financial reports (including supporting documentation) and performance reports (including demographic data, outputs, and outcomes), as well as an overview of accomplishments at year end, to the City. These reports are compiled at year end into the City's annual report to HUD.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 11, 2016, City Council authorized **(1)** the second amendment to the first five-year renewal option to the Management Services Contract, Phase II (MSC), with Bridge Steps for the continued operation, programming, and management of the Bridge for the period October 1, 2015 through September 30, 2020; **(2)** funding for the first year of the five-year renewal term of the MSC with General Funds in an amount not to exceed $3,800,000 for the period October 1, 2016 through September 30, 2020; **(3)** an Interlocal Agreement with Dallas County to accept $1,000,000, to assist in providing homeless assistance services at The Bridge through the City's contractor, Bridge Steps, for the period October 1, 2016 through September 30, 2017; **(4)** award of FY 2016-17 Emergency Solutions Grant Funds for shelter operations at The Bridge from the Homeless Assistance Center Operations line item in the amount of $378,279 to Bridge Steps for facility operations; and **(5)** acceptance of a grant from the Texas Department of Housing and Community Affairs (TDHCA) through the Homeless Housing and Services Program in the amount of $811,130 to provide services to the homeless through the City's contractor, Bridge Steps for the period September 1, 2016 through August 31, 2017; and require Bridge Steps to comply with all conditions of the TDHCA grant agreements by Resolution No. 16-1670.

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

Information about this item will be provided to the Housing Committee on April 17, 2017.

FISCAL INFORMATION

Dallas County Emergency Solutions Grant Funds - $90,684

ETHNIC COMPOSITION

Bridge Steps Board

Black Male	1	Black Female	0
White Male	9	White Female	3

April 26, 2017

WHEREAS, on December 12, 2007, City Council approved the Management Services Contract, Phase II (the "Contract"), with Metro Dallas Homeless Alliance ("MDHA") for the operation, programming and management of The Bridge for the period December 12, 2007 through September 30, 2015, by Resolution No. 07-3739; and

WHEREAS, MDHA subsequently spun off the operation of The Bridge into a separate Texas nonprofit corporation, Bridge Steps, and on October 1, 2011, Bridge Steps assumed all obligations under the Contract and amendments thereto; and

WHEREAS, The Bridge serves more than 7,000 persons experiencing homelessness per year; and

WHEREAS, the City of Dallas desires to execute the third amendment to the first five year renewal option under the Management Services Contract, Phase II, with Bridge Steps, and authorize funding, to continue the operation, programming, and management of The Bridge.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign: **(1)** an Interlocal Agreement with Dallas County, approved as to form by the City Attorney, to accept the FY 2016 Emergency Solutions Grant (Federal Grant No. E16-UC-48-0003, CFDA No. 14.231/Dallas County Grant No. 600) for emergency shelter operations and utilities reimbursement at The Bridge in the amount of $90,684; and **(2)** the third amendment to the first five-year renewal option to the Management Services Contract, Phase II (MSC) with the City's contractor, Bridge Steps, approved as to form by the City Attorney, for the continued operation, programming, and management of The Bridge for the period March 21, 2017 through September 30, 2018.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit the FY 2016 Emergency Solutions Grant funds from Dallas County in an amount not to exceed $90,684, in Fund F519, Department HOU, Unit 3190, Revenue Code 6506.

SECTION 3. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed $90,684, in Fund F519, Department HOU, Unit 3190, Object 3099.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds to Bridge Steps, in an amount not to exceed $90,684 to Bridge Steps from Fund F519, Department HOU, Unit 3190, Object 3099, MASC No. 16-17-BridgeStepsDCESG, to Vendor VS0000067075.

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

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

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

AGENDA ITEM # 15

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Theresa O'Donnell, 670-3309

MAPSCO: 46P

SUBJECT

Authorize an amendment to Resolution No. 16-1450, previously approved on September 14, 2016, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC and the City of Dallas to **(1)** provide for refinancing of the developer's first lien loan for development of a thirty-eight unit apartment complex located at 3221 Elihu Street to increase the senior loan from $2,579,398 to $3,000,000 and authorize subordination of the City's lien to the first lender; **(2)** allow the transfer of ownership to 3221 Flats, LLC; and **(3)** increase the affordability period to a 15-year deed restriction - Financing: No cost consideration to the City

BACKGROUND

In March 2017, Devoin Hall, member of Urban Mixed Use, LLC aka 3221 Flats, LLC, requested to refinance their conditional grant in the amount of $1,150,000 for the development of the 38-unit multifamily project located at 3221 Elihu Street for acquisition, demolition, relocation, predevelopment and construction costs. The property will have a 15-year deed restriction on the multifamily units to maintain affordability at 140 percent Area Median Family Income.

Urban Mixed Use, LLC completed construction and occupancy on all 38 units. The developer is preparing for permanent financing to consolidate the construction debt. Private funding leverage is $2,625,398.

City Council approval of this item will authorize the City Manager to sign **(1)** provide for refinancing of the developer's first lien loan for development of a thirty-eight unit apartment complex located at 3221 Elihu Street to increase the senior loan from $2,579,398 to $3,000,000 and authorize subordination of the City's lien to the first lender; **(2)** allow the transfer of ownership to 3221 Flats, LLC; and **(3)** increase the affordability period to a 15-year deed restriction.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 11, 2012, City Council authorized the conditional grant agreement to Urban Mixed Use, LLC, for the purpose of constructing residential development as part of the Economic Development Plan for JB Jackson Transit Area, in an amount not to exceed $500,000, by Resolution No. 12-0167.

On January 11, 2012, City Council authorized the conditional grant agreement to Urban Mixed Use, LLC, for the purpose of constructing residential development as part of the Economic Development Plan for the JB Jackson Transit Area, in an amount not to exceed $500,000, by Resolution No. 12-0167.

On December 11, 2013, City Council authorized an amendment to Resolution No. 12-0167, previously approved on January 11, 2012, to **(1)** increase funding for Urban Mixed Use, LLC, by $650,000, from $500,000 to $1,150,000; **(2)** extend the construction start date from June 2012 to June 2014; and **(3)** require the additional $650,000 as a conditional 10 year forgivable loan, in an amount not to exceed $650,000, by Resolution No. 13-2116.

On August 12, 2015, City Council authorized an amendment to Resolution No. 13-2116, previously approved on December 11, 2013, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC to extend the completion date to June 30, 2016 for the predevelopment and construction of the 38-unit multifamily project located at 3221 Elihu Street by Resolution No. 15-1379.

On September 14, 2016, City Council authorized an amendment to Resolution No. 15-1379, previously approved on August 12, 2015, for the conditional grant agreement in the amount of $1,150, 000 to Urban Mixed Use, LLC to extend the completion date from June 30, 2016 to June 30, 2017 for the predevelopment and construction of the 38-unit multifamily project located at 3221 Elihu Street by Resolution No. 16-1450.

Information about this item will be provided to the Housing Committee on April 17, 2017.

FISCAL INFORMATION

No cost consideration to the City.

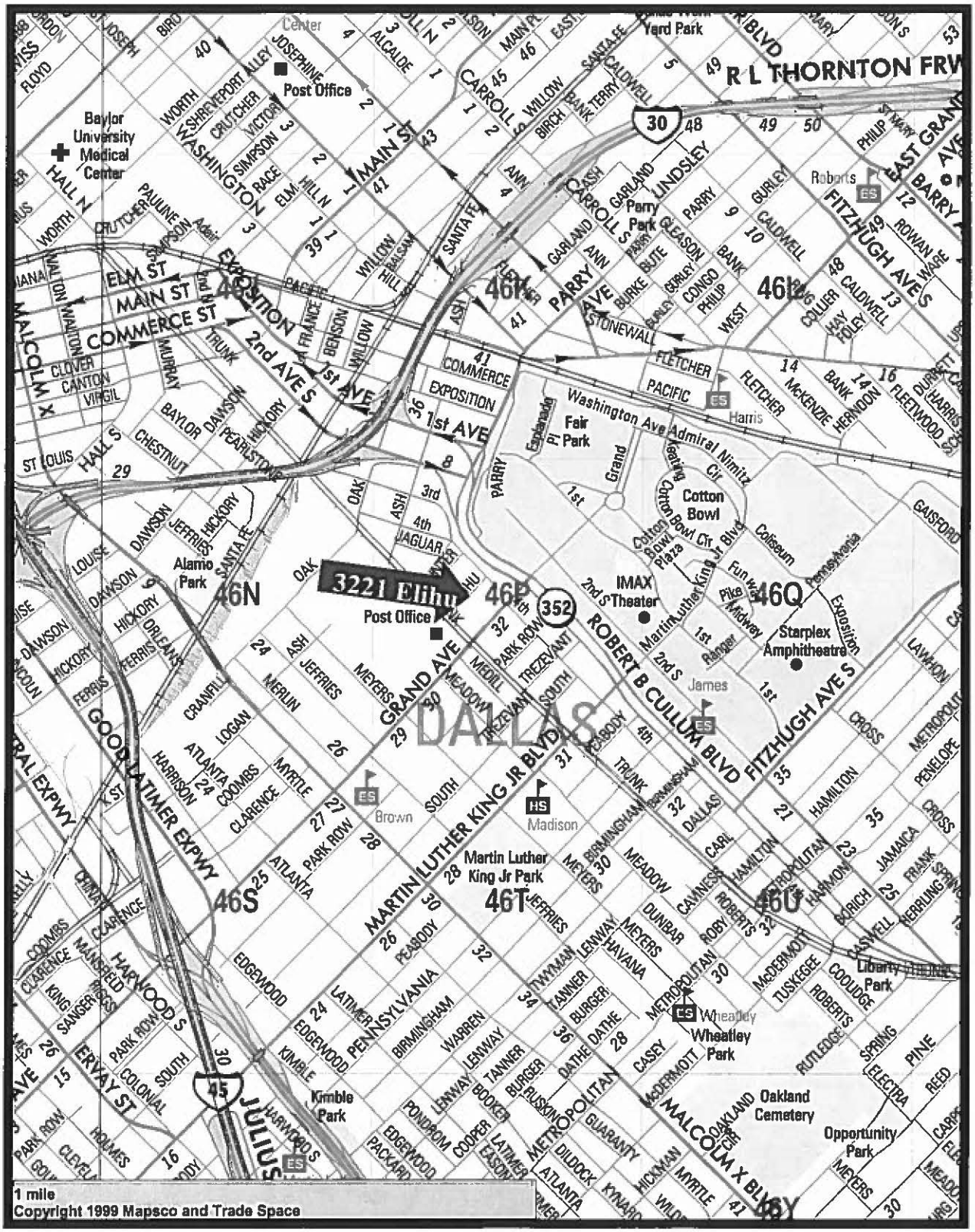
OWNER/DEVELOPER

Urban Mixed Use, LLC

Devin Hall, Member

MAP

Attached


3221 Elihu
Post Office
Alamo Park
Baylor University Medical Center
Post Office
Yard Park
R L THORNTON FRW
Parry Park
Roberts
Fair Park
Cotton Bowl
IMAX
2nd S Theater
Starplex Amphitheatre
Harris
James
Brown
Madison
Martin Luther King Jr Park
Kimble Park
Wheatley Park
Liberty Park
Oakland Cemetery
Opportunity Park
DALLAS
MAIN ST
COMMERCE ST
ELM ST
EXPOSITION
1st AVE
2nd AVE S
GRAND AVE
PARRY AVE
ROBERT B CULLUM BLVD
FITZHUGH AVE S
MARTIN LUTHER KING JR BLVD
GOOD LATIMER EXPWY
MALCOLM X BLVD
JULIUS SCHEPPS FWY
46N
46P
46Q
46R
46S
46T
46U
46Y
1 mile
Copyright 1999 Mapsco and Trade Space

MAPSCO 46P

WHEREAS, the City of Dallas seeks to preserve mixed income rental housing in the Fair Park area; and

WHEREAS, on January 11, 2012, City Council authorized the conditional grant agreement to Urban Mixed Use, LLC, for the purpose of constructing residential development as part of the Economic Development Plan for the JB Jackson Transit Area, in an amount not to exceed $500,000, by Resolution No. 12-0167; and

WHEREAS, on December 11, 2013, City Council authorized an amendment to Resolution No. 12-0167, previously approved on January 11, 2012, to **(1)** increase funding by $650,000, from $500,000 to $1,150,000; **(2)** extend the construction start date from June 2012 to June 2014; and **(3)** require the additional $650,000 as a conditional 10 year forgivable loan, in an amount not to exceed $650,000, by Resolution No. 13-2116; and

WHEREAS, on August 12, 2015, City Council authorized an amendment to Resolution No. 13-2116, previously approved on December 11, 2016, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC to extend he completion date to June 30, 2016 for the predevelopment and construction of the 38-unit multifamily project located at 3221 Elihu Street by Resolution No. 15-1379; and

WHEREAS, on September 14, 2016, City Council authorized an amendment to Resolution No. 15-1379, previously approved on August 12, 2015, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC to extend the completion date June 30, 2016 to June 30, 2017 for the predevelopment and construction of the 38-unit mulifamily project located at 3221 Elihu Street by Resolution No. 16-1450; and

WHEREAS, the City wants to continue its partnership with Urban Mixed Use, LLC to promote housing as a part of greater economic development plans in the city.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a conditional grant agreement with Urban Mixed Use, LLC, approved as to form by the City Attorney, to amend Resolution No. 16-1450, previously approved on September 14, 2016, for the conditional grant agreement in the amount of $1,150,000 with Urban Mixed Use, LLC to **(1)** provide for refinancing of the developer's first lien loan for development of a thirty-eight unit apartment complex at 3221 Elihu Street to increase the senior loan from $2,579,398 to 3,000,000 and authorize subordination of the City's lien to the first lender; **(2)** allow the transfer of ownership to 3221 Flats, LLC; and **(3)** increase the affordability period to a 15-year deed restriction.

SECTION 2. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the loans, until such time as the loan documents are duly approved by all parties and executed.

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

AGENDA ITEM # 16

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Theresa O'Donnell, 670-3309

MAPSCO: 46R

SUBJECT

Authorize a public hearing to be held on May 24, 2017, to receive comments on the proposed sale of one unimproved property (list attached) acquired by the taxing authorities from the Sheriff to South Dallas Fair Park Innercity Community Development Corporation, a qualified non-profit organization, under the House Bill 110 process of the City's Land Transfer Program and the release of the City's non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any - Financing: No cost consideration to the City

BACKGROUND

The House Bill (HB)110 process of the City's Land Transfer Program, in accordance with Section 2-26 of the Dallas City Code ("Code") and with Section 253.010 of the Texas Local Government Code, permits the City to sell land, which the City has acquired as a trustee, for itself and the other taxing jurisdictions, from the Sheriff pursuant to the tax foreclosure process, to a qualified non-profit organization for the purpose of providing affordable housing, subject to the consent of the other taxing jurisdictions.

Properties eligible for the HB110 process of the City's Land Transfer Program must be sold by quitclaim deeds and include a possibility of reverter and right of re-entry, triggered under certain conditions, including if construction of affordable housing is not completed on the properties within three years of the non-profit's receipt of the quitclaim deed. The quitclaim deed must also include deed restrictions that ensure the desired development of the property and maintain the affordability of the property as required by the Code. Per the Code, the sales price of each property is $1,000 for up to 7,500 square feet of land plus $0.133 for each additional square foot of land, which amount is distributed by the City to both the City and the other taxing jurisdictions in accordance with Section 34.06 of the Texas Tax Code, plus an amount equal to the actual fees charged for recording the Sheriff's deed and the quitclaim deed in the real property records. Prior to the approval of any sale, the Code requires that the City Council hold a public hearing to receive comments on the proposed sale of land and provide certain notices to the public.

BACKGROUND (continued)

South Dallas Fair Park Innercity Community Development Corporation (ICDC), submitted a proposal to construct one single-family home containing approximately 1,300 to 1,400 square feet on one unimproved HB110 process-eligible, Land Transfer Program property, identified on Exhibit A, attached to the resolution, for purchase by a low to moderate income homebuyer at a proposed sales price of approximately $95,000 to $105,000 with construction to begin in January of 2018.

This item calls for a public hearing on May 24, 2017, at 1:00 p.m. in the City Council Chambers, Dallas City Hall, 6th Floor, 1500 Marilla Street, Dallas, Texas, to allow the public an opportunity to comment on the proposed sale of the one unimproved property to ICDC. At the close of the public hearing, the City Council will be asked to authorize the sale of the property to ICDC by a quitclaim deed and the release of the City's non-tax liens included in the foreclosure judgment and the post-judgment non-tax liens, if any.

In conformance with the Code, at least ten calendar days prior to the public hearing, a sign indicating the time and place of the public hearing will be placed on the property, notification of the public hearing will be mailed to property owners within 200 feet of the property, and notice of the public hearing will be published in the Dallas Morning News.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Housing Committee on April 17, 2017.

FISCAL INFORMATION

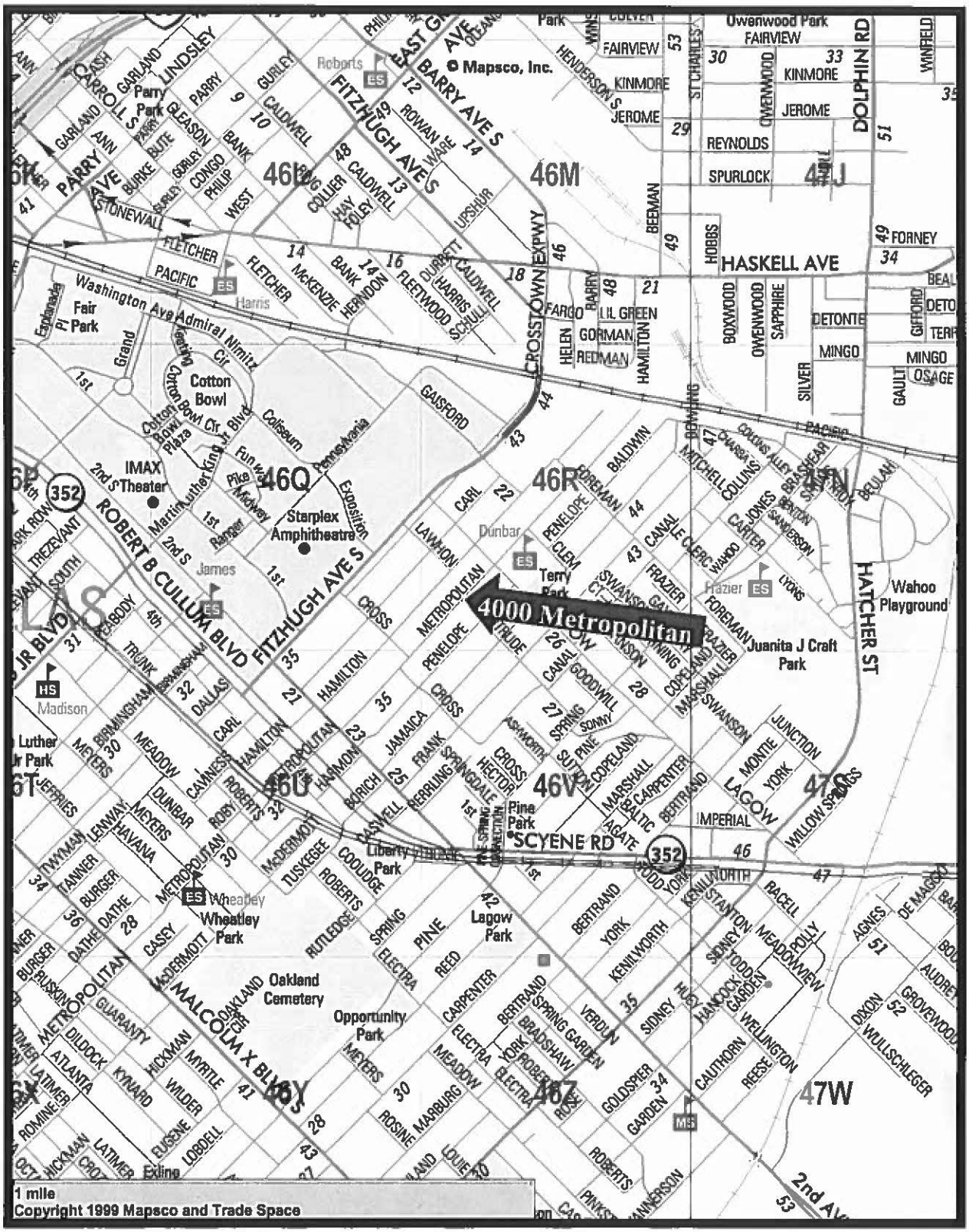
No cost consideration to the City.

MAP

Attached

Tax Foreclosure and Seizure Property Resale

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


4000 Metropolitan
ROBERT B CULLUM BLVD
FITZHUGH AVE S
HASKELL AVE
SCYENE RD
MALCOLM X BLVD
HATCHER ST
DOLPHIN RD
CROSSTOWN EXPWY
BARRY AVE S
PARRY AVE
Cotton Bowl
Coliseum
Fair Park
Starplex Amphitheatre
IMAX 2nd's Theater
Dunbar
Terry Park
Hazier
Wahoo Playground
Juanita J Craft Park
Pine Park
Liberty Park
Wheatley Park
Lagow Park
Opportunity Park
Oakland Cemetery
Roberts
James
Madison
Harris
Owenwood Park
Mapsco, Inc.
1 mile
Copyright 1999 Mapsco and Trade Space

MAPSCO 46R

April 26, 2017

WHEREAS, the City's Land Transfer Program, in accordance with Section 2-26 of the Dallas City Code ("Code") and with Section 253.010 of the Texas Local Government Code, permits the City to sell land, which the City has acquired as a trustee, for itself and the other taxing jurisdictions, from the Sheriff pursuant to the tax foreclosure process, to a qualified non-profit organization for the purpose of providing affordable housing, subject to the consent of the other taxing jurisdictions; and

WHEREAS, property eligible for the House Bill (HB)110 process of the City's Land Transfer Program must be sold by a quitclaim deed and include a possibility of reverter and right of re-entry, triggered under certain conditions, including if construction of affordable housing is not completed on the property within three years of the non-profit's receipt of the quitclaim deed; and

WHEREAS, the quitclaim deed must also include deed restrictions that ensure the desired development of the property and maintain the affordability of the property as required by the Code; and

WHEREAS, per the Code, the sales price of each property is $1,000 for up to 7,500 square feet of land plus $0.133 for each additional square foot of land, which amount is distributed by the City to both the City and the other taxing jurisdictions in accordance with Section 34.06 of the Texas Tax Code, plus an amount equal to the actual fees charged for recording the Sheriff's deed and the quitclaim deed in the real property records; and

WHEREAS, prior to the approval of any sale, the Code requires that the City Council hold a public hearing to receive comments on the proposed sale of land and provide certain notices to the public; and

WHEREAS, South Dallas Fair Park Innercity Community Development Corporation (ICDC), submitted a proposal to construct one single-family home containing approximately 1,300 to 1,400 square feet on one improved HB110 process-eligible, Land Transfer Program property, identified on Exhibit A, attached hereto, for purchase by a low to moderate income homebuyer at a proposed sales price from approximately $95,000 to $105,000 with construction to begin in January of 2018; and

WHEREAS, at least ten calendar days prior to the public hearing, a sign indicating the time and place of the public hearing will be placed on the property, notification of the public hearing will be mailed to property owners within 200 feet of the property, and notice of the public hearing will be published in the Dallas Morning News.

Now, Therefore,

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

April 26, 2017

SECTION 1. That the public hearing shall be held at 1:00 p.m. on May 24, 2017 in the City Council Chambers, Dallas City Hall, 6th Floor, 1500 Marilla Street, Dallas, Texas, at which time any interested person may appear and speak for or against the proposed sale by quitclaim deeds of one unimproved property, identified on Exhibit A, acquired by the taxing authorities from the Sheriff to ICDC, a qualified non-profit organization, in accordance with the HB110 process of the City's Land Transfer Program.

SECTION 2. That at least ten calendar days prior to the public hearing, a sign indicating the time and place of the public hearing shall be placed on the property, notification of the public hearing shall be mailed to property owners within 200 feet of the property, and notice of the public hearing shall be published in the Dallas Morning News.

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

EXHIBIT "A"

LAND TRANSFER PROPERTIES				
PARCEL NUMBER	**STREET ADDRESS LEGAL DESCRIPTION**	**QUALIFIED PURCHASER**	**NUMBER OF HOMEOWNER UNITS**	**SALE AMOUNT**
1	**4000 Metropolitan** Lot 1, Metropolitan & Gertrude Addition Block 1846	South Dallas Fair Park Innercity Community Development Corporation (ICDC)	1	$1,000.00
TOTAL				**$1,000.00**

AGENDA ITEMS # 17,18

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Mobility and Street Services
Office of Economic Development
Water Utilities

CMO: Majed Al-Ghafry, 670-3302
Theresa O'Donnell, 670-3309
Jill A. Jordan, P.E., 670-5299

MAPSCO: 65Z 75C D

SUBJECT

Wheatland Road

* Authorize a contract with Tiseo Paving Company, lowest responsible bidder of five, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $4,970,134 - Financing: General Obligation Commercial Paper Funds ($4,903,357) and Water Utilities Capital Improvement Funds ($66,777)

* Authorize a professional services contract with Alliance Geotechnical Group, Inc., to provide construction material testing for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $74,420 - Financing: General Obligation Commercial Paper Funds

BACKGROUND

On April 9, 2008, City Council authorized a professional services contract with Lockwood, Andrews & Newnam, Inc. for the engineering design of a thoroughfare project for Wheatland Road from the Lancaster city limits to Lancaster Road, in an amount not to exceed $399,397 by Resolution No. 08-1057.

On October 14, 2009, City Council authorized approval of a recommended alignment plan of Wheatland Road from the Dallas city limits to Lancaster Road, from its current alignment to the proposed alignment of Wheatland Road with the increase of right-of-way width from 50 to 80 feet by Resolution No. 09-2532.

BACKGROUND (continued)

The construction for the Wheatland Road project is being implemented in two phases. Phase 1A includes the section of roadway from Lancaster Road to 1,745 feet east of the Dallas city limit and is being expedited to accommodate planned development adjacent to the roadway; Phase 1B includes the section of roadway from 1,745 feet east of the Dallas city limit to the city limit line. This action will authorize a construction contract with Tiseo Paving Company for the Wheatland Road Phase 1A project that entails the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road, from 1,745 feet east of city limits to Lancaster Road. The project consists of a four-lane undivided reinforced concrete roadway with dedicated bike lanes, barrier-free ramps, street lights, sidewalks, storm drainage, water and wastewater main improvements. The Wheatland Road Phase 1B construction project is anticipated to start construction in the fall of 2017 once the right-of-way needed for the project is acquired.

This action will also authorize a professional services contract for the construction material testing services for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road. Material testing services will be performed during the construction of Wheatland Road from 1,745 feet east of the city limits to Lancaster Road. These testing services are required to assure that the material utilized during construction is in conformance with the quality required by the project specifications.

Alliance Geotechnical Group, Inc. has successfully performed numerous projects within several previous master agreement contracts for construction material testing services and geotechnical investigations within the City of Dallas for several City Departments.

The following chart shows Tiseo Paving Company's completed contractual activities for the past three years:

	PBW	WTR	PKR
Projects Completed	4	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

Began Design	April 2008
Completed Design	January 2017
Begin Construction	August 2017
Complete Construction	January 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 9, 2008, City Council authorized a professional services contract with Lockwood, Andrews & Newnam, Inc. for engineering services by Resolution No. 08-1057.

On October 14, 2009, City Council approved and established the alignment of Wheatland Road from the Dallas city limits to Lancaster Road by Resolution No. 09-2532.

On April 23, 2014, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Lockwood, Andrews & Newnam, Inc. for engineering services by Resolution No. 14-0674.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 24, 2017.

FISCAL INFORMATION

Tiseo Paving Company

2006 Bond Program (General Obligation Commercial Paper Funds) - $4,143,190.50
2012 Bond Program (General Obligation Commercial Paper Funds) - $760,165.95
Water Utilities Capital Improvement Funds - $66,776.85

Design	$ 399,397.00
Supplemental Agreement No. 1	$ 6,534.00
Supplemental Agreement No. 2	$ 84,443.00
Construction (this action)	
Paving & Drainage - STS/ECO	$4,903,356.45
Water & Wastewater - DWU	$ 66,776.85
Total	$5,460,507.30

Alliance Geotechnical Group, Inc.

2006 Bond Program (General Obligation Commercial Paper Funds) - $74,420.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Tiseo Paving Company

Hispanic Female	1	Hispanic Male	78
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	2	White Male	25

Alliance Geotechnical Group, Inc.

Hispanic Female	3	Hispanic Male	22
African-American Female	0	African-American Male	21
Other Female	0	Other Male	8
White Female	9	White Male	56

BID INFORMATION

The following bids with quotes were received and opened on March 3, 2017:

*Denotes successful bidder(s)

BIDDERS	BID AMOUNT
*Tiseo Paving Company 419 US Highway 80 Dallas, Texas 75160	$4,970,133.30
Ed Bell Construction Company	$5,039,718.85
Rebcon, Inc.	$5,929,593.90
McMahon Contracting	$6,743,168.63
Texas Standard Construction, Ltd.	$6,847,367.03

Engineer's estimate: STS - $5,300,000.00
DWU - $ 846,204.00

Total $6,146,204.00

OWNERS

Tiseo Paving Company

Arthur Tiseo, President

Alliance Geotechnical Group, Inc.

Robert P. Nance, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Tiseo Paving Company, lowest responsible bidder of five, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $4,970,134 - Financing: General Obligation Commercial Paper Funds ($4,903,357) and Water Utilities Capital Improvement Funds ($66,777)

Tiseo Paving Company is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$3,950,274.80	79.48%
Total non-local contracts	$1,019,858.50	20.52%
TOTAL CONTRACT	$4,970,133.30	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Iron Concrete	HMDB36404Y0318	$846,000.00	21.42%
WOE Construction	WFWB22300N0517	$15,487.00	0.39%
Total Minority - Local		$861,487.00	21.81%

Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Roadmaster Striping	HMDB51748Y0417	$29,415.00	2.88%
JR Steel	HMDB91719Y1117	$14,455.00	1.42%
Axis Contracting, Inc.	WFDB96976Y0717	$240,550.00	23.59%
Brock Environmental	WFWB96114Y1118	$36,925.00	3.62%
GJ Seeding	WFWB85202N0417	$35,570.00	3.49%
Buyers Barricades	WFDB52135Y0617	$24,825.00	2.43%
Total Minority - Non-local		$381,740.00	37.43%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$846,000.00	21.42%	$889,870.00	17.90%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$15,487.00	0.39%	$353,357.00	7.11%
Total	$861,487.00	21.81%	$1,243,227.00	25.01%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Alliance Geotechnical Group, Inc., to provide construction material testing for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road - Not to exceed $74,420 - Financing: General Obligation Commercial Paper Funds

Alliance Geotechnical Group, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$55,323.83	74.34%
Total non-local contracts	$19,096.17	25.66%
TOTAL CONTRACT	$74,420.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Alliance Geotechnical Group, Inc.	BMDB15110Y0118	$55,323.83	100.00%
Total Minority - Local		$55,323.83	100.00%

Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
InTec	PMMB78860N0718	$19,096.17	100.00%
Total Minority - Non-local		$19,096.17	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$55,323.83	100.00%	$55,323.83	74.34%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$19,096.17	25.66%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$55,323.83	100.00%	$74,420.00	100.00%

THOROUGHFARE

WHEATLAND ROAD FROM 1745 FEET EAST OF CITY LIMITS TO LANCASTER ROAD



MAPSCO 65Z,75C & D

April 26, 2017

WHEREAS, on April 9, 2008, City Council authorized a professional services contract with Lockwood, Andrews & Newnam, Inc., for engineering design of Wheatland Road from the Lancaster city limits to Lancaster Road at Plaza in an amount not to exceed $399,397.00, by Resolution No. 08-1057; and

WHEREAS, on October 14, 2009, City Council approved and established alignment of Wheatland Road from the Dallas city limits to Lancaster Road by Resolution No. 09-2532; and

WHEREAS, on June 14, 2010, Administrative Action No. 10-2200 authorized Supplemental Agreement No. 1 to the professional services contract with Lockwood, Andrews & Newnam, Inc. for additional surveying work for Wheatland Road from Lancaster Road to city limit to monument corners for City of Dallas Right-of-Way acquisitions, in an amount not to exceed $6,534.00, from $399,397.00 to $405,931.00; and

WHEREAS, on April 23, 2014, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Lockwood, Andrews & Newnam, Inc. for additional surveying and engineering design for Wheatland Road from the Lancaster city limits to Lancaster Road at Plaza, in an amount not to exceed $84,443.00, from $405,931.00 to $490,374.00, by Resolution No. 14-0674; and

WHEREAS, bids were received on March 3, 2017 for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road.

BIDDERS	**BID AMOUNT**
Tiseo Paving Company	$4,970,133.30
Ed Bell Construction Company	$5,039,718.85
Rebcon, Inc.	$5,929,593.90
McMahon Contracting	$6,743,168.63
Texas Standard Construction, Ltd.	$6,847,367.03

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a contract with Tiseo Paving Company, approved as to form by the City Attorney, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road, in an amount not to exceed $4,970,133.30, this being the lowest responsive bid received as indicated by the tabulation of bids.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $4,970,133.30 to Tiseo Paving Company, in accordance with the terms and conditions of the contract as follows:

Street and Transportation Improvements Fund Fund 4T22, Department STS, Unit U803, Activity THRF Object 4510, Program PB06U803, CT STS06U803G1 Vendor 011466	$4,143,190.50
Economic Development and Housing Development Program Fund Fund 4U52, Department ECO, Unit W173 Object 4550, Program ECO12W173, CT ECOW173F308 Vendor 011466	$ 580,271.85
Economic Development and Housing Development Program Fund Fund 4U52, Department ECO, Unit W173 Object 4560, Program ECO12W173, CT ECOW173F308 Vendor 011466	$ 179,894.10
Water Capital Improvement Fund Fund 3115, Department DWU, Unit PW42, Object 4550 Program 717199, CT-DWU717199CP Vendor 011466	$ 55,294.25
Wastewater Capital Improvement Fund Fund 3116, Department DWU, Unit PS42, Object 4560 Program 717200, CT-DWU717200CP Vendor 011466	$ 11,482.60
Total amount not to exceed	$4,970,133.30

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.

April 26, 2017

WHEREAS, it is now necessary to authorize a professional services contract with Alliance Geotechnical Group, Inc. to provide construction material testing services for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road, in an amount not to exceed $74,420.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a professional services contract with Alliance Geotechnical Group, Inc., approved as to form by the City Attorney to provide construction material testing services for Wheatland Road from 1,745 feet east of the Dallas city limits to Lancaster Road, in an amount not to exceed $74,420.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds, in an amount not to exceed $74,420 to Alliance Geotechnical Group, Inc., in accordance with the terms and conditions of the contract from Street and Transportation Improvements Fund, Fund 4T22, Department STS, Unit U803, Activity THRF, Object 4113, Program PB06U803, CT STS06U803H1, Vendor 338366.

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

AGENDA ITEM # 19

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 1

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 44Z

SUBJECT

Authorize a contract with Texas Standard Construction, Ltd., lowest responsible bidder of seven, for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project - Not to exceed $2,006,960 - Financing: 2006 Bond Funds ($401,392) and Regional Toll Revenue Funds ($1,605,568)

BACKGROUND

On June 12, 2013, City Council authorized a professional services contract with Lina T. Ramey & Associates, Inc. for the engineering design of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project. This action will authorize a construction contract with Texas Standard Construction, Ltd. for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, in an amount not to exceed $2,006,959.57, by Resolution No. 13-0965.

The scope of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project entails constructing sidewalk, crosswalk, landscaping and pedestrian lighting improvements along Colorado Boulevard, Beckley Avenue and Zang Boulevard as shown on the attached map.

The Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project originated through community stakeholder input from the former Zang Triangle Sustainable Development Infrastructure Project submitted by the City of Dallas and selected as a candidate project and subsequently selected by the North Central Texas Council of Governments (NCTCOG) in their 2009/2010 Sustainable Development Program (SDP) call for projects. The program provides for reimbursement of 80 percent of allowable engineering and construction costs. The City is responsible for a 20 percent local match and cost overruns. The City administered the design and will also administer the construction of this project.

BACKGROUND (continued)

The following chart shows Texas Standard Construction, Ltd.'s completed contractual activities for the past three years:

	STS	WTR	PKR
Projects Completed	12	0	4
Change Orders	1	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	July 2013
Completed Design	January 2017
Begin Construction	May 2017
Complete Construction	January 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 13, 2009, the Transportation and Environment Committee was briefed on the Regional Transportation Council Sustainable Development Program call for projects for 2009-2010.

On September 15, 2009, the Transportation and Environment Committee was briefed on and endorsed the recommended project list.

On August 25, 2010, City Council authorized support for projects selected within the City of Dallas for the Regional Transportation Council Sustainable Development Program and authorized the City Manager to negotiate agreements with NCTCOG and private sector partners, where applicable by Resolution No. 10-2152.

On June 27, 2012, City Council authorized an Interlocal Agreement with the North Central Texas Council of Government and State of Texas by Resolution No. 12-1624.

On June 12, 2013, City Council authorized a professional services contract with Lina T. Ramey & Associates, Inc. by Resolution No. 13-0965.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 24, 2017.

FISCAL INFORMATION

2006 Bond Funds - $401,391.92
Regional Toll Revenue Funds - $1,605,567.65

Design - STS	$ 209,789.40
Supplemental Agreement No. 1	$ 8,200.00
Supplemental Agreement No. 2	$ 31,861.00
Supplemental Agreement No. 3	$ 11,441.98
Construction (this action)	
Paving & Drainage - STS (City's share of cost)	$ 401,391.92
NCTCOG - SDP (share of cost)	$1,605,567.65
Total Project Cost	$2,268,251.95

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Texas Standard Construction, Ltd.

Hispanic Female	3	Hispanic Male	87
African-American Female	0	African-American Male	3
Other Female	0	Other Male	0
White Female	4	White Male	8

BID INFORMATION

The following bids with quotes were received and opened on February 10, 2017:

*Denotes successful bidder

BIDDERS	BID AMOUNT
*Texas Standard Construction, Ltd. 5524 W. Ledbetter Drive Dallas, Texas 75236	$2,006,959.57
Vescorp Construction, LLC	$2,047,347.41
Gibson Associates, Inc.	$2,084,928.93
Omega Contracting, Inc.	$2,280,989.00
MACVAL Associates, LLC	$2,356,326.10
RBR Infrastructure Road, LLC	$2,639,485.00
Jeske Construction Company	$2,911,251.00

OWNER

Texas Standard Construction, Ltd.

Ronald H. Dalton, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Texas Standard Construction, Ltd., lowest responsible bidder of seven, for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project - Not to exceed $2,006,960 - Financing: 2006 Bond Funds ($401,392) and Regional Toll Revenue Funds ($1,605,568)

Texas Standard Construction, Ltd. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$2,006,959.57	100.00%
Total non-local contracts	$0.00	0.00%
TOTAL CONTRACT	$2,006,959.57	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Kenyatta Sand and Gravel	BMDB62563Y0517	$649,227.00	32.35%
Total Minority - Local		$649,227.00	32.35%

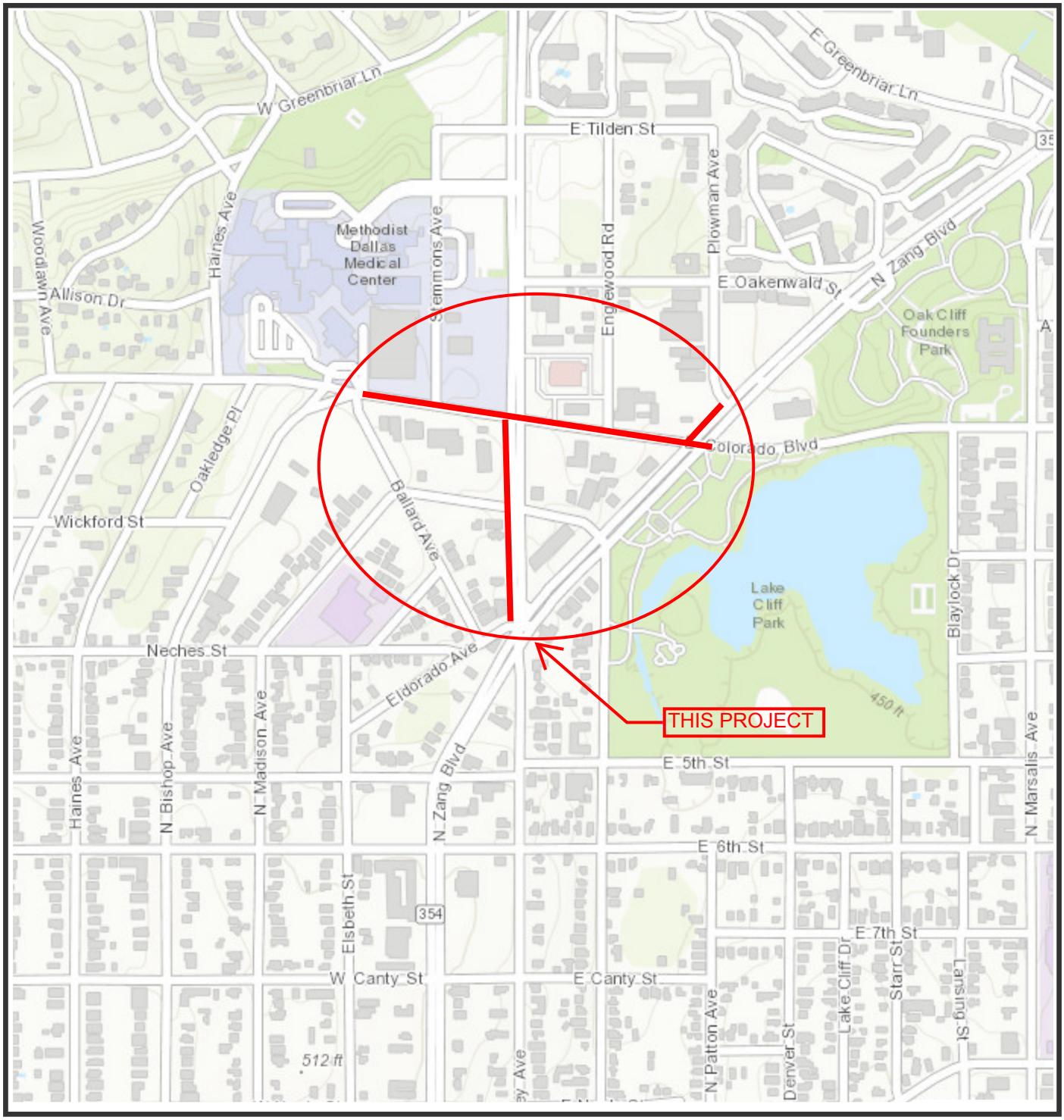
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$649,227.00	32.35%	$649,227.00	32.35%
Hispanic American	$0.00	0.00%	$0.00	0.00%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$0.00	0.00%
Total	$649,227.00	32.35%	$649,227.00	32.35%

COLORADO BOULEVARD / BECKLEY AVENUE AREA SIDEWALK ENHANCEMENT



MAPSCO 44Z

April 26, 2017

WHEREAS, the Regional Transportation Council (RTC) is the regional transportation policy board of the North Central Texas Council of Governments (NCTCOG), and is a regional forum for cooperative decisions on transportation; and

WHEREAS, pursuant to Chapter 228 of the Texas Transportation Code, the State of Texas provided surplus revenue from a State Highway 121 Toll Project to RTC for its Sustainable Development Program; and

WHEREAS, the RTC approved $41 million for the 2009-2010 Sustainable Development Program call for projects; and

WHEREAS, the City of Dallas issued Requests for Proposals to private developers and other organizations to solicit projects to submit to the RTC's Sustainable Development call for projects; and

WHEREAS, the City of Dallas submitted sixteen infrastructure projects, including the Zang Triangle Infrastructure Project, and seven planning projects to the RTC's Sustainable Development Call for Projects; and

WHEREAS, on June 3, 2010, the RTC approved $13,779,712.00 in Regional Toll Revenue (RTR) or local funds for nine infrastructure and three planning projects in the City of Dallas; and

WHEREAS, the RTC awarded funding included $1,750,000.00 in RTR funds for the Zang Triangle Sustainable Development Infrastructure Project; and

WHEREAS, on August 25, 2010, City Council authorized support for projects selected within the City of Dallas for the RTC Sustainable Development Program, one which specifically included the Zang Triangle Sustainable Development Infrastructure Project and authorized the City Manager to negotiate agreements with NCTCOG and private sector partners by Resolution No. 10-2152; and

WHEREAS, on June 18, 2012, a memo was submitted to the Economic Development Committee to consider an agreement with the North Central Texas Council of Governments and the State of Texas for the Zang Triangle Sustainable Development Infrastructure Project; and

WHEREAS, on June 27, 2012, City Council authorized an Interlocal Agreement with NCTCOG and the State of Texas for the design and construction of Zang Triangle Sustainable Development Infrastructure Project, in an amount not to exceed $1,750,000.00, by Resolution No. 12-1624; and

WHEREAS, the Zang Triangle Sustainable Development Infrastructure Project scope was revised as the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project; and

WHEREAS, on June 12, 2013, City Council authorized a professional services contract with Lina T. Ramey & Associates, Inc. to provide engineering design and preparation of construction plans for pedestrian enhancement for the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, in an amount not to exceed $209,789.40, by Resolution No. 13-0965; and

WHEREAS, on February 10, 2014, Administrative Action No. 14-5319 authorized Supplemental Agreement No. 1 to the professional services contract with Lina T. Ramey & Associates, Inc. to provide additional engineering services for the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, in an amount not to exceed $8,200.00, from $209,789.40 to $217,989.40; and

WHEREAS, on December 9, 2014, Administrative Action No. 14-7166 authorized Supplemental Agreement No. 2 to the professional services contract with Lina T. Ramey & Associates, Inc. to provide additional engineering services for the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, in an amount not to exceed $31,861.00, from $217,989.40 to $249,850.40; and

WHEREAS, on October 19, 2016, Administrative Action No. 16-6831 authorized Supplemental Agreement No. 3 to the professional services contract with Lina T. Ramey & Associates, Inc. to provide additional engineering services for the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, in an amount not to exceed $11,441.98, from $249,850.40 to $261,292.38; and

WHEREAS, seven bids were received on February 10, 2017, for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, as follows:

BIDDERS	**BID AMOUNT**
Texas Standard Construction, Ltd.	$2,006,959.57
Vescorp Construction, LLC	$2,047,347.41
Gibson Associates, Inc.	$2,084,928.93
Omega Contracting, Inc.	$2,280,989.00
MACVAL Associates, LLC	$2,356,326.10
RBR Infrastructure Road, LLC	$2,639,485.00
Jeske Construction Company	$2,911,251.00

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a contract with Texas Standard Construction, Ltd., approved as to form by the City Attorney, for the construction of the Colorado Boulevard/Beckley Avenue Area Sidewalk Enhancement Project, in an amount not to exceed $2,006,959.57, this being the lowest responsive bid received as indicated by the tabulation of bids.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $2,006,959.57 to Texas Standard Construction, Ltd., in accordance with the terms and conditions of the contract as follows:

Street and Transportation Improvements Fund Fund 3T22, Department STS, Unit P791, Activity SSUD Object 4510, Program PB06P791, CT STS06P791G1 Vendor 508379	$ 401,391.92
TxDOT RTR - Zang Triangle SDI Project Fund Fund S246, Department STS, Unit P731, Activity ECSD Object 4510, Program PB06P791, CT STS06P791G1 Vendor 508379	$1,605,567.65
Total amount not to exceed	$2,006,959.57

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

AGENDA ITEM # 20

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 2, 6

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45J N

SUBJECT

Authorize an increase in the contract with Texas Standard Construction, Ltd., for the construction of engineered temporary shoring and other miscellaneous improvements to complete the improvements for Street Reconstruction Group 06-618 - Not to exceed $580,745, from $14,601,963 to $15,182,708 - Financing: 2006 Bond Funds ($292,082), Regional Toll Revenue Funds ($230,930), and General Obligation Commercial Paper Funds ($57,733)

BACKGROUND

On January 12, 2005, City Council authorized a Project Specific Agreement for participation in design, right-of-way acquisition, and construction of paving, drainage, water and wastewater main improvements with Dallas County for the Riverfront Boulevard Project. The improvements will consist of replacing the existing pavement with 11-inch reinforced concrete pavement, storm drainage upgrades, bicycle facilities, sidewalks, barrier-free ramps, drive approaches, landscaping, lighting, traffic signals, water and wastewater upgrades in an amount not to exceed $530,000.00, by Resolution No. 05-0129.

On March 26, 2014, City Council authorized a contract with Texas Standard Construction, Ltd., for the construction of street paving, storm drainage, water and wastewater main improvements for Street Reconstruction Group 06-618 which includes the reconstruction of Continental Avenue, from Core Street to Houston Street; and Riverfront Boulevard, from Parkhouse Street to the Union Pacific Railroad, in an amount not to exceed $12,150,166.20, by Resolution No. 14-0513.

The Riverfront Boulevard portion of this project is part of a larger joint City of Dallas and Dallas County project that extends from Parkhouse Street to Cadiz Street. The City is the lead agency for Riverfront Boulevard from Parkhouse Street to the Union Pacific Railroad (Segment A), and Dallas County is the lead agency for Riverfront Boulevard from the Union Pacific Railroad to Cadiz Street (Segment B). Segment B is estimated to begin construction in November 2017.

BACKGROUND (continued)

On June 11, 2014, City Council authorized Change Order No. 1 to the contract with Texas Standard Construction, Ltd., for the construction of monuments, sidewalks, crosswalks, pedestrian lighting and minor landscaping improvements on Martin Luther King, Jr. Boulevard at Atlanta Street, Malcolm X Boulevard and Robert B. Cullum Boulevard, in an amount not to exceed $879,000.00, from $12,150,166.20 to $13,029,166.20, by Resolution No. 14-0960.

On July 18, 2014, Administrative Action No. 14-1116 authorized Change Order No. 2 to the contract with Texas Standard Construction, Ltd. in order to accommodate traffic near Justice Center by adding temporary asphalt concrete paving and other miscellaneous items, in an amount not to exceed $49,847.00, from $13,029,166.20 to $13,079,013.20.

On April 22, 2015, City Council authorized Change Order No. 3 to the contract with Texas Standard Construction, Ltd., to construct additional water mains and other miscellaneous paving and additional storm drainage items for Street Reconstruction Group 06-618, in an amount not to exceed $1,058,409.71, from $13,079,013.20 to $14,137,422.91, by Resolution No. 15-0758.

On June 17, 2015, City Council authorized Change Order No. 4 to the contract with Texas Standard Construction, Ltd., to construct additional storm drainage improvements, in an amount not to exceed $415,736.30, from $14,137,422.91 to $14,553,159.21, by Resolution No. 15-1167.

On April 18, 2016, Administrative Action No. 16-0258 authorized Change Order No. 5 to the contract with Texas Standard Construction, Ltd. in order to install a plug for the existing 13' horseshoe line and to compensate the contractor for moving equipment to unload the unused 12'x12' boxes off-site for storage for the next phase of construction, in an amount not to exceed $48,803.47, from $14,553,159.21 to $14,601,962.68.

The project installs wider sidewalks, retaining walls and modifies the median underneath Stemmons Freeway. This work required additional permitting from the Texas Department of Transportation including engineered sealed shoring plans which was not included in the original project scope. The additional traffic management plan required maintaining two lanes of traffic in each direction throughout the construction which requires temporary pavement while installing utilities and new pavement. The original project did not include sufficient quantities of temporary pavement for the entire construction project. As the project has progressed towards completion, it has become necessary to modify the existing scope of work to still provide a completed project.

This action will authorize Change Order No. 6 to the contract with Texas Standard Construction, Ltd., to construct engineered temporary shoring and other miscellaneous improvements for Street Reconstruction Group 06-618, in an amount not to exceed $580,744.71, increasing the contract amount from $14,601,962.68 to $15,182,707.39.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2008
Completed Design	January 2013
Began Construction	May 2014
Complete Construction	July 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 12, 2005, City Council authorized a Project Specific Agreement with Dallas County by Resolution No. 05-0129.

On January 23, 2008, City Council authorized a professional services contract by Resolution No. 08-0324.

On August 13, 2008, City Council authorized Supplemental Agreement No. 1 for the preparation of an engineering study related to traffic and streetscape improvements by Resolution No. 08-2087.

On April 8, 2009, City Council authorized Supplemental Agreement No. 3 for additional design services to extend the limits of design on Continental Avenue from Riverfront Boulevard to Core Street to connect to the Trinity Parkway and add the design of Riverfront Boulevard from Parkhouse Street to Union Pacific Railroad by Resolution No. 09-0976.

On February 23, 2011, City Council authorized Supplemental Agreement No. 4 for a wastewater study for Riverfront Boulevard from Commerce Street to Corinth Street by Resolution No. 11-0551.

On March 28, 2012, City Council authorized Supplemental Agreement No. 5 for additional design for Continental Avenue from Core Street to Interstate Highway 35E and Riverfront Boulevard from Parkhouse Street to the south end of the new pavement for the Woodall Rodgers Extension Project by Resolution No. 12-0934.

On November 14, 2012, City Council authorized Supplemental Agreement No. 6 for additional design for Continental Avenue from Core Street to Houston Street and Riverfront Boulevard from Parkhouse Street to Union Pacific Railroad by Resolution No. 12-2759.

On March 26, 2014, City Council authorized a contract award for Street Reconstruction Group 06-618, by Resolution No. 14-0513.

On June 11, 2014, City Council authorized Change Order No. 1, by Resolution No. 14-0960.

On April 22, 2015, City Council authorized Change Order No. 3 for Street Reconstruction Group 06-618, by Resolution No. 15-0758.

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

On June 17, 2015, City Council authorized Change Order No. 4 for construction of additional storm drainage improvements for Street Reconstruction Group 06-618, by Resolution No. 15-1167.

Information about this item will be provided to Transportation and Trinity River Project Committee on April 24, 2017.

FISCAL INFORMATION

2006 Bond Funds	$ 292,082.14
2006 Bond Program (General Obligation Commercial Paper Funds)	$ 57,732.51
Regional Toll Revenue Funds	$ 230,930.06
Total	$ 580,744.71

Council District	Amount
2	$111,570.53
6	$469,174.18

Design Contract	$ 143,344.00
Continental Avenue	
Supplemental Agreement No. 1	$ 79,337.38
Supplemental Agreement No. 2	$ 24,500.00
Supplemental Agreement No. 3	$ 243,980.40
Supplemental Agreement No. 6	$ 88,910.00
Riverfront Boulevard	
Supplemental Agreement No. 3	$ 1,322,493.60
Supplemental Agreement No. 4	$ 109,488.00
Supplemental Agreement No. 5	$ 449,174.00
Supplemental Agreement No. 6	$ 20,207.75
Supplemental Agreement No. 7	$ 0.00
Total Design Contract Cost	$ 2,481,435.13
Construction Contract	$12,150,166.20
Continental Avenue	
Change Order #2	$ 24,736.00
Change Order #3	$ 300,485.69
Change Order #6 (This Action)	$ 292,082.14

FISCAL INFORMATION (continued)

Riverfront Boulevard	
Change Order #2	$ 25,111.00
Change Order #3	$ 757,924.02
Change Order #4	$ 415,736.30
Change Order #5	$ 48,803.47
Change Order #6 (This Action)	
Drainage - PBW	$ 57,732.51
Drainage - RTR	$ 230,930.06
Martin Luther King Boulevard	
Change Order #1	$ 879,000.00
Total Construction Contract Cost	$ 15,182,707.39

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Texas Standard Construction, Ltd.

Hispanic Female	3	Hispanic Male	87
African-American Female	0	African-American Male	3
Other Female	0	Other Male	0
White Female	4	White Male	8

OWNER

Texas Standard Construction, Ltd.

Ronald H. Dalton, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Texas Standard Construction, Ltd., for the construction of engineered temporary shoring and other miscellaneous improvements to complete the improvements for Street Reconstruction Group 06-618 in the amount of $580,745 - Not to exceed $580,745, from $14,601,963 to $15,182,708 - Financing: 2006 Bond Funds ($292,082), Regional Toll Revenue Funds ($230,930), and General Obligation Commercial Paper Funds ($57,733)

Texas Standard Construction, Ltd., is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$580,744.71	100.00%
Non-local contracts	$0.00	0.00%
TOTAL THIS ACTION	$580,744.71	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Kenyatta Sand and Gravel	BMDB62563Y0517	$150,993.62	26.00%
Total Minority - Local		$150,993.62	26.00%

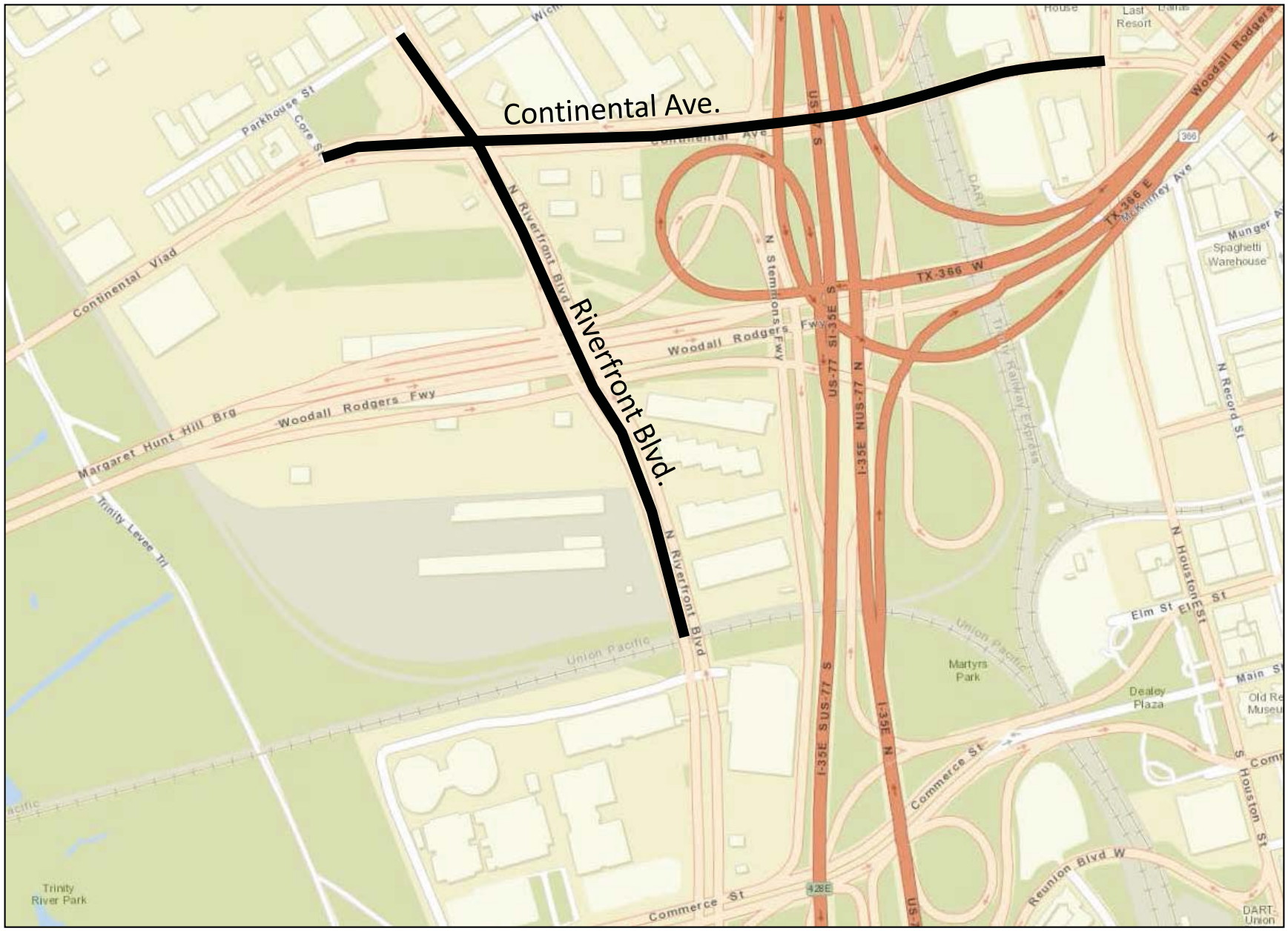
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
African American	$150,993.62	26.00%	$4,401,841.05	28.99%
Hispanic American	$0.00	0.00%	$381,080.50	2.51%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$24,290.00	0.16%
Total	$150,993.62	26.00%	$4,807,211.55	31.66%

Street Reconstruction Group 06-618
Council Districts: 2,6



MAPSCO: 45J N

WHEREAS, on January 12, 2005, City Council authorized a Project Specific Agreement with Dallas County for the participation in design, right-of-way acquisition and construction of paving, drainage, water and wastewater main improvements on Industrial Boulevard from south of Interstate Highway 30 to north of Commerce Street, in an amount not to exceed $530,000.00, by Resolution No. 05-0129; and

WHEREAS, on January 23, 2008, City Council authorized a professional services contract with six engineering firms for the engineering design of five erosion control projects, one street reconstruction project, one streetscape/urban design project, and four thoroughfare projects, in an amount not to exceed $1,860,355.00, by Resolution No. 08-0324; and

WHEREAS, on August 13, 2008, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Hayden Consultants, Inc. for the preparation of additional detailed engineering study related to traffic and streetscape for Continental Avenue from East Levee Street to Houston Street, in an amount not to exceed $79,337.38, from $143,344.00 to $222,681.38, by Resolution No. 08-2087; and

WHEREAS, on February 10, 2009, Administrative Action No. 09-0674 authorized Supplemental Agreement No. 2 to the professional services contract with Hayden Consultants, Inc. to obtain a vision development and study other options to develop streetscape concepts according to different right-of-way scenarios and transit options, in an amount not to exceed $24,500.00, from $222,681.38 to $247,181.38; and

WHEREAS, on April 8, 2009, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Hayden Consultants, Inc. for additional design services for surveying, street paving, storm drainage, water and wastewater improvements for Continental Avenue from Core Street to Riverfront Boulevard and Riverfront Boulevard from Parkhouse Street to the Union Pacific Railroad, in an amount not to exceed $1,566,474.00, from $247,181.38 to $1,813,655.38, by Resolution No. 09-0976; and

WHEREAS, on February 23, 2011, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Hayden Consultants, Inc. for a wastewater study of Riverfront Boulevard from Commerce Street to Corinth Street, in an amount not to exceed $109,488.00, from $1,813,655.38 to $1,923,143.38, by Resolution No. 11-0551; and

WHEREAS, on March 28, 2012, City Council authorized Supplemental Agreement No. 5 to the professional services contract with Hayden Consultants, Inc. for additional design of street paving, drainage, streetscape, surveying, horseshoe culvert rehabilitation and wastewater improvements for Continental Avenue from Core Street to Interstate Highway 35 and Riverfront Boulevard from Parkhouse Street to the south end of the new pavement for Woodall Rodgers Extension Project, in an amount not to exceed $449,174.00, from $1,923,143.38 to $2,372,317.38, by Resolution No. 12-0934; and

WHEREAS, on November 14, 2012, City Council authorized Supplemental Agreement No. 6 to the contract with Hayden Consultants, Inc. for additional design of street paving, drainage, streetscape, traffic signal upgrade and surveying for Continental Avenue from Core Street to Houston Street and Riverfront Boulevard from Parkhouse Street to the Union Pacific Railroad Project, in an amount not to exceed $109,117.75, from $2,372,317.38 to $2,481,435.13, by Resolution No. 12-2759; and

WHEREAS, on December 13, 2012, Administrative Action No. 13-5064 authorized Supplemental Agreement No. 7 to the contract with Hayden Consultants, Inc. for additional design and survey of water lines west of Riverfront Boulevard at Commerce Street and deletion of other water design services, in an amount not to exceed $9,170.00, from $2,481,435.13 to $2,490,605.13; and

WHEREAS, on March 26, 2014, City Council authorized a contract with Texas Standard Construction, Ltd. for the construction of street paving, storm drainage, water and wastewater main improvements for Street Reconstruction Group 06-618, in an amount not to exceed $12,150,166.20, by Resolution No. 14-0513; and

WHEREAS, on June 11, 2014, City Council authorized Change Order No. 1 to the contract with Texas Standard Construction, Ltd. for the construction of monuments, sidewalks, crosswalks, pedestrian lighting and minor landscape improvements for Martin Luther King, Jr. Boulevard at Atlanta Street, Malcolm X Boulevard and Robert B. Cullum Boulevard, in an amount not to exceed $879,000, from $12,150,166.20 to $13,029,166.20, by Resolution No. 14-0960; and

WHEREAS, on July 18, 2014, Administrative Action No. 14-1116 authorized Change Order No. 2 to the contract with Texas Standard Construction, Ltd. in order to accommodate traffic near Justice Center by adding temporary asphalt concrete paving and other miscellaneous items, in an amount not to exceed $49,847.00, from $13,029,166.20 to $13,079,013.20; and

WHEREAS, on April 22, 2015, City Council authorized Change Order No. 3 to the contract with Texas Standard Construction, Ltd. for the construction of additional water mains and other miscellaneous paving and drainage items, in an amount not to exceed $1,058,409.71, increasing the contract from $13,079,013.20 to $14,137,422.91, by Resolution No. 15-0758; and

WHEREAS, on June 17, 2015, City Council authorized Change Order No. 4 to the contract with Texas Standard Construction, Ltd. for the construction additional storm drainage improvements, in an amount not to exceed $415,736.30, from $14,137,422.91 to $14,553,159.21, by Resolution No. 15-1167; and

WHEREAS, on April 18, 2016, Administrative Action No. 16-0258 authorized Change Order No. 5 to the contract with Texas Standard Construction, Ltd. in order to install a plug for the existing 13' horseshoe line and to compensate the contractor for moving equipment to unload the unused 12'x12' boxes off-site for storage for the next phase of construction, in an amount not to exceed $48,803.47, from $14,553,159.21 to $14,601,962.68; and

WHEREAS, this action will authorize Change Order No. 6 to the contract with Texas Standard Construction, Ltd. for the construction of street paving, storm drainage, water and wastewater main improvements for Street Reconstruction Group 06-618, to construct engineered temporary shoring and other miscellaneous improvements, in an amount not to exceed $580,744.71, increasing the contract from $14,601,962.68 to $15,182,707.39.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign Change Order No. 6 to the contract with Texas Standard Construction, Ltd., approved as to form by the City Attorney, for the construction of street paving, storm drainage, water and wastewater main improvements for Street Reconstruction Group 06-618, to construct engineered temporary shoring and other miscellaneous improvements, in an amount not to exceed $580,744.71, increasing the contract from $14,601,962.68 to $15,182,707.39.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $580,744.71 to Texas Standard Construction, Ltd., in accordance with the terms and conditions of the contract as follows:

Street and Transportation Improvements Fund Fund 2T22, Department STS, Unit U783, Activity THRF Object 4510, Program PB06U783, CT PBW06U215F1 Vendor 339573	$158,184.19
Street and Transportation Improvements Fund Fund 7T22, Department STS, Unit U783, Activity THRF Object 4510, Program PB06U783, CT PBW06U215F1 Vendor 339573	$47,102.46
Street and Transportation Improvements Fund Fund 8T22, Department STS, Unit U783, Activity THRF Object 4510, Program PB06U783, CT PBW06U215F1 Vendor 339573	$86,795.49

SECTION 2. (continued)

Street and Transportation Improvements Fund Fund 4T22, Department STS, Unit U215, Activity INGV Object 4510, Program PB06U215, CT PBW06U215F1 Vendor 339573	$57,732.51
Regional Toll Revenue Fund Fund S227, Department PBW, Unit P640, Activity INGV Object 4510, Program PBPRP640, CT PBW06U215F1 Vendor 339573	$230,930.06
Total amount not to exceed	$580,744.71

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

AGENDA ITEM # 21

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

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7, Outside City Limits

DEPARTMENT: Office of Cultural Affairs

CMO: Joey Zapata, 670-1204

MAPSCO: 46Q, 81A-H

SUBJECT

A resolution **(1)** to ratify payment to Radio Broadcast Works, LLC for broadcast engineering services necessary for the operation of WRR Radio in the amount of $17,048; and **(2)** to authorize a supplemental contract with Radio Broadcast Works, LLC for broadcast engineering services for the period April 1, 2017 through September 30, 2017 in the amount of $20,559 - Total not to exceed $37,607 - Financing: Municipal Radio Current Funds ($37,218) and WRR Capital Construction Funds ($389)

BACKGROUND

On October 15, 2015, Administrative Action No. 15-6959 authorized a 12-month contract with Radio Broadcast Works, LLC dba Broadcast Works! for broadcast engineering services for WRR Radio, in an amount not to exceed $40,880, plus $9,200 to cover audio for live remote programs and emergencies not covered under the maintenance contract. On February 16, 2017, Administrative Action No. 17-5529 authorized a month-to-month service contract with Radio Broadcast Works, LLC dba Broadcast Works! for WRR Radio, in an amount not to exceed $10,200, for engineering support and maintenance. The total expenses for services rendered have exceeded the amount allowed by Administrative Action, thus requiring ratification by the City Council. The proposed supplemental contract will allow for continued services by Radio Broadcast Works, LLC while a procurement process is underway for a new multi-year agreement.

Ongoing technical support and engineering services are required to keep WRR Radio on the air, including services to studio broadcast equipment, networking and transmission maintenance at WRR's studio and transmission tower at Fair Park, and at the transmission towers in Cedar Hill, Texas. This service is provided through an outside contractor due to the part-time nature, and because multiple trades are involved in performing the required tasks.

BACKGROUND (continued)

Specific services to be provided by the vendor include:

A. Monthly transmitter preventative maintenance, including:

1. Verification of power and performance
2. Modulation checks
3. Frequency checks
4. Remote control calibration
5. Testing of back-up systems
6. Air filter and cooling systems check
7. Site cleaning
8. Site log entries

B. Studio maintenance and repairs

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Municipal Radio Current Funds - $37,217.69
WRR Capital Construction Funds - $388.44

ETHNIC COMPOSITION

Radio Broadcast Works, LLC

White Male	27	White Female	5
Black Male	3	Black Female	0
Hispanic Male	1	Hispanic Female	0
Other Male	0	Other Female	1

OWNER

Radio Broadcast Works, LLC

Karren Comer, Chief Executive Officer
Steve Comer, Chief Operating Officer

MAPS

Attached



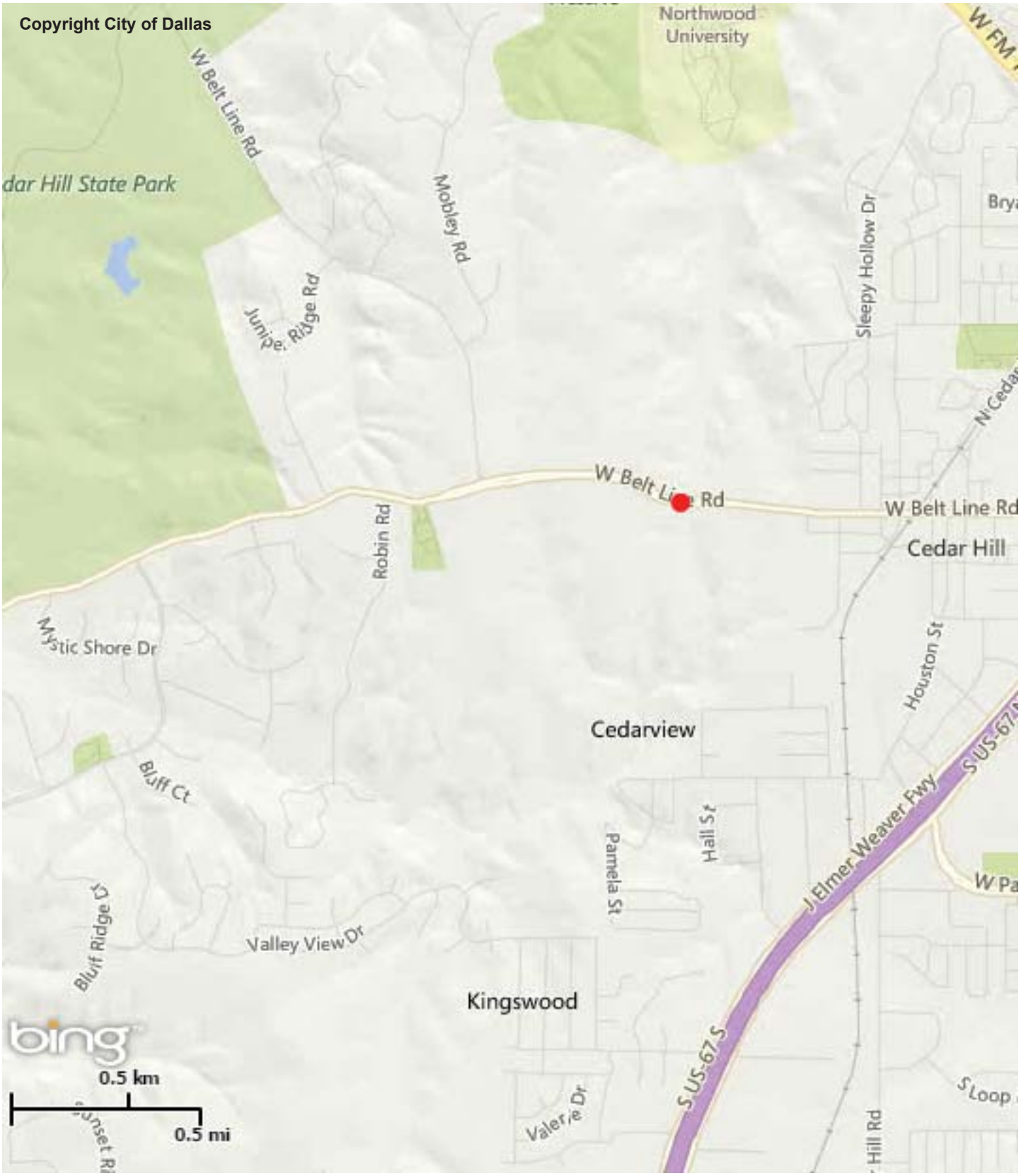
WRR Studio

City of Dallas

DISCLAIMER

This data has been compiled for City of Dallas.
Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.

N



Broadcast Towers - Cedar Hill, TX

City of Dallas

DISCLAIMER

This data has been compiled for City of Dallas.
Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.

N

April 26, 2017

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

SECTION 1. That the broadcast engineering services necessary for the operation of WRR Radio rendered by Radio Broadcast Works, LLC during the period November 1, 2016 through March 31, 2017, in an amount not to exceed $17,047.94, is hereby ratified.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds to Radio Broadcast Works, LLC, in an amount not to exceed $17,047.94, from the following appropriations:

Municipal Radio Current Fund Fund 0140, Department OCA, Unit 1069, Object 3110 CT-WRR1069A1632, Vendor VS0000012488	$ 6,459.50
Municipal Radio Current Fund Fund 0140, Department OCA, Unit 1069, Object 3110 MASC-WRR1069E1732, Vendor VS0000012488	$10,200.00
WRR Capital Construction Fund Fund 0152, Department OCA, Unit 6125, Object 4310 CT-WRR6125G1572, Vendor VS0000012488	$ 388.44
Total amount not to exceed	$17,047.94

SECTION 3. The City Manager is hereby authorized to sign a supplemental contract with Radio Broadcast Works, LLC, approved as to form by the City Attorney, for broadcast engineering services for the period April 1, 2017 through September 30, 2017, in an amount not to exceed $20,558.19.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse payments to Radio Broadcast Works, LLC from the Municipal Radio Current Fund, Fund 0140, Department OCA, Unit 1069, Object 3110, MASC-WRR1069E1732, Vendor VS0000012488, in an amount not to exceed $20,558.19.

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

AGENDA ITEM # 22

KEY FOCUS AREA: Public Safety

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Emergency Management

CMO: Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize **(1)** acceptance of additional grant funds from the U.S. Department of Homeland Security under the 2015 Homeland Security Grant Program-Urban Area Security Initiative to provide funding for equipment acquisition, planning and training activities to enable the City to respond to natural and man-made disasters in an amount not to exceed $260,056; **(2)** receipt and deposit of additional grant funds in an amount not to exceed $260,056 in the Homeland Security Grant-Urban Area Security Initiative Fund; **(3)** an increase in appropriations in the Homeland Security Grant-Urban Area Security Initiative Fund in an amount not to exceed $260,056; and **(4)** execution of the grant agreement - Not to exceed $260,056, from $5,898,375 to $6,158,431 - Financing: U.S. Department of Homeland Security Grant Funds

BACKGROUND

The Department of Homeland Security (DHS) was created in 2002 and began releasing funds to state and local governments through grant programs. Since 2003, the City of Dallas has received over $105 million in grant funds under the initiatives that make up the Homeland Security Grant Program (HSGP). In 2015, the City of Dallas was awarded funds under two initiatives: the Urban Area Security Initiative (UASI) and the State Homeland Security Grant Program (SHSP). In order to facilitate the distribution of these federal funds, each State is required to establish a State Administrative Agency (SAA) to administer and distribute the grant funding to local governments. In Texas, the SAA has been established within the Texas Office of the Governor.

These initiatives provide funding for equipment acquisition, and planning and training activities to increase the ability of the City of Dallas to prevent, protect against, respond to, and recover from natural and man-made disasters. Some of the activities that funds support include planning and training for first responders and departmental staff, as well as for citizens participating in the Citizen Emergency Response Team and a public awareness campaign.

BACKGROUND (continued)

Additionally, these funds are also used to assist departments with meeting national, state and regional preparedness goals through the procurement of equipment for various initiatives, such as increasing interoperability during incidents

On March 16, 2017, the SAA increased the original award in the amount of $260,055.93 from $5,898,375.00 to $6,158,430.93.

Approval of this item will authorize the increase of funding for the UASI Program.

Program	Original	Increase	Revised
UASI	$5,898,375.00	$260,055.93	$6,158,430.93

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 13, 2016, City Council authorized the acceptance of the 2015 Homeland Security Grant Program by Resolution No. 16-0083.

Information about this item will be provided to the Public Safety Committee on April 24, 2017.

FISCAL INFORMATION

U.S. Department of Homeland Security Grant Funds - $260,055.93

April 26, 2017

WHEREAS, the U.S. Department of Homeland Security has made funding available to the City of Dallas under the Homeland Security Grant Program to build our capacity to prevent, protect against, respond to, and recover from a terrorist attack or natural disaster; and

WHEREAS, grant funds have been awarded to the City of Dallas to procure equipment and provide training for first responders; and

WHEREAS, the City of Dallas will benefit from increased preparedness throughout the city.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to **(1)** accept additional grant funds from the U.S. Department of Homeland Security under the 2015 Homeland Security Grant Program-Urban Area Security Initiative (UASI) (Grant No. EMW-2015-SS-00080/CFDA No. 97.067) to provide funding for equipment acquisition, planning and training activities to enable the City to respond to natural and man-made disasters in an amount not to exceed $260,055.93; and **(2)** sign the grant agreement and any other documents required by the agreement with the U.S. Department of Homeland Security, approved as to form by the City Attorney, in an amount not to exceed $260,055.93, from $$5,898,375.00 to $6,158,430.93 .

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in the Homeland Security Grant-Urban Area Security Initiative Fund, Fund F479, Department MGT, Unit 1818, Revenue Code 6506, in an amount not to exceed $260,055.93.

SECTION 3. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed $260,055.93 in the Homeland Security Grant-Urban Area Security Initiative Fund, Fund F479, Department MGT, Unit 1818, Object 3099.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse the funds in an amount not to exceed $260,055.93 in Fund F479, Department MGT, Unit 1818, Object 3099.

SECTION 5. That the City Manager is hereby authorized to reimburse to the Department of Homeland Security any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

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

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

AGENDA ITEM # 23

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

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: N/A

SUBJECT

Authorize a thirty-six-month Interlocal Agreement with the Dallas Independent School District to provide after school programs at up to twenty-two elementary sites; and receive enhancement funding of up to $154,000 annually for the period October 1, 2017 through June 30, 2020 - Estimated Revenue: $462,000

BACKGROUND

Outreach After School Programs have been offered by the Dallas Park and Recreation Department (DPARD) at Dallas Independent School District (DISD) campuses since 1993. The programs have been funded through the Community Development Block Grant (CDBG) funding or Current Funds.

DISD has requested that DPARD continue to provide after school services and has agreed to provide additional funding to enhance the after school program at up to twenty-two elementary school campuses. Through the establishment of an Interlocal Agreement, the DISD will pay DPARD up to $7,000 per site for a yearly total, not to exceed $154,000.

The Interlocal Agreement will be subject to the following:

1. Establish an Interlocal Agreement between DISD and DPARD for provision of enhanced after school enrichment activities at Dallas Independent School District from October 1, 2017 through June 30, 2020.
2. Schools to be served include: John Q. Adams, B.H. Macon, John W. Runyon, Nancy Moseley, Bayles, Edwin J. Kiest, Highland Meadows, Jack Lowe, Sr., L.L. Hotchkiss, Cesar Chavez, Martin Weiss, Clinton P. Russell, Harrell Budd, Lida Hooe, Nancy J. Cochran, Leila P. Cowart, Louise Wolff Kahn, David G. Burnet, Julian T. Saldivar, and Ascher Silberstein.
3. Program dates and offerings will be mutually agreed upon between DISD and DPARD.

BACKGROUND (continued)

4. Enhanced programs offered or coordinated through the Youth Services Division of DPARD will include visual arts, recreation, drama and other enrichment components by contractors.
5. DISD will pay DPARD up to $7,000 per site for up to twenty-two sites, not to exceed $154,000.
6. Billing, attendance and program activity reports will be submitted monthly by DPARD Youth Services Division to DISD.
7. The agreement may be terminated by either party with three day written notice.

FISCAL INFORMATION

Through the Interlocal Agreement, Dallas Independent School District will pay the Dallas Park and Recreation Department up to $7,000 per site for enhanced enrichment programs at up to twenty-two elementary schools for a total of up to $154,000 annually.

DISD Enrichment Contract Funding per Council District*

Council District	No. Of Sch.Sites	Total CDBG Funding	Total DISD Funding	Schools
District 1	3	$ 69,837	$ 21,000	Louise Wolff Kahn, Leila P. Cowart, Lida Hooe
District 2**	1	$ 23,279	$ 7,000	Cesar Chavez
District 3	1	$ 23,279	$ 7,000	Nancy J. Cochran
District 4**	2	$ 46,558	$ 14,000	Clinton P. Russell, Harrell Budd
District 5	3	$ 69,837	$ 21,000	B.H. Macon, John W. Runyon, John Q. Adams
District 6**	2	$ 46,558	$ 14,000	David G. Burnet, Julian T. Saldivar
District 7	2	$ 46,558	$ 14,000	Bayles, Ascher Silberstein
District 8**	2	$ 46,558	$ 14,000	Martin Weiss, Nancy Moseley
District 9	2	$ 46,558	$ 14,000	Edwin J. Kiest, L.L. Hotchkiss
District 10	1	$ 23,279	$ 7,000	Highland Meadows
District 13	1	$ 23,279	$ 7,000	Jack Lowe, Sr.
Total	**20**	**$465,580**	**$140,000**	

* Council Districts 11, 12, and 14 currently do not have a CDBG funded DISD School

** Council Districts 2, 4, 6, and 8 have an additional CDBG site located at the recreation center

*** TBD sites with additional $14,000 are contingent upon additional CDBG funding allocated within the next three fiscal years.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 1, 2009, the Park and Recreation Board authorized an Interlocal Agreement with the Dallas Independent School District.

On November 9, 2009, City Council authorized an Interlocal Agreement with the Dallas Independent School District by Resolution No. 09-2779.

On October 4, 2012, the Park and Recreation Board authorized an Interlocal Agreement with the Dallas Independent School District.

On March 23, 2017, the Park and Recreation Board authorized a thirty-six-month Interlocal Agreement with the Dallas Independent School District.

Information about this item will be provided to the Quality of Life & Environment Committee on April 24, 2017.

April 26, 2017

WHEREAS, the City Charter provides for the Park and Recreation Board to grant contracts and agreements with such terms and conditions as it shall deem proper; and

WHEREAS, the City Charter requires that the City Council shall approve any contract which exceeds $50,000; and

WHEREAS, the City of Dallas through the Park and Recreation Department has personnel with particular expertise in the provision of after school programs; and

WHEREAS, the Dallas Independent School District has appropriated funds for additional enrichment activities at up to twenty-two selected elementary school campuses; and

WHEREAS, the Dallas Independent School District has requested that the Youth Services Division of the Park and Recreation Department provide additional after school enrichment activities at up to twenty-two sites currently served by the Division through June 30, 2020; and

WHEREAS, the Dallas Independent School District will pay the City through the Park and Recreation Department an amount of $7,000 per site, not to exceed $154,000 per year, to provide additional enrichment activities at up to twenty-two sites during the school year.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the Park and Recreation Department staff will assure that all additional enrichment activities will be provided to the Dallas Independent School District through June 30, 2020.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit all revenues received from Dallas Independent School District from Fund 0341, Department PKR, Unit 5789, Revenue Code 7456, in an amount not to exceed $462,000.

SECTION 3. That the President of the Park and Recreation Board and the City Manager are hereby authorized to sign the thirty-six-month Interlocal Agreement with the Dallas Independent School District, approved as to form by the City Attorney.

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

AGENDA ITEM # 24

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 1, 2, 4, 6, 7, 14

DEPARTMENT: Planning and Urban Design

CMO: Theresa O'Donnell, 670-3309

MAPSCO: 35X Y; 44C D G H L R V; 45A B D E G H J K L M N P R S U-Z; 46 E N P T W X

SUBJECT

A resolution adopting the Urban Transit Design Guidelines as the basis for advisory design review of all future Dallas Area Rapid Transit operated transit projects in the geographic area defined by the Downtown Dallas 360 Plan as amended, and generally bounded by the Trinity River to the west; Turtle Creek Boulevard, the Katy Trail, and Cole Avenue to the north; Haskell Avenue and Robert B. Cullum Boulevard to the east; and Al Lipscomb Way to the south - Financing: No cost consideration to the City

BACKGROUND

The impetus for the Urban Transit Design Guidelines arose from Downtown stakeholders' desire for well-designed integration of D2 Light Rail and Central Dallas Streetcar projects into the urban fabric. Drafted by City staff in partnership with the Downtown Dallas Inc. Mobility Committee with input from Dallas Area Rapid Transit (DART) staff, the Urban Transit Design Guidelines have been developed based on best practices in consultation with:

- Downtown Dallas 360 Plan
- Dallas Complete Street Design Manual
- Dallas Area Rapid Transit Light Rail Project Design Criteria
- City of Dallas Tax Increment Financing Districts Urban Design Guidelines
- National Association of City Transportation Officials (NACTO) Transit Street Design Guide

The Urban Transit Design Guidelines are intended to apply to all future DART operated transit projects in and around downtown, and address City of Dallas and DART rights-of-way for the full length of transit project corridors within this geography. They are intended to be advisory in nature and are intended to supplement existing DART Design Criteria through a review process that focuses on quality of the public realm, comfort and experience of pedestrians and transit passengers, and compatibility with adjacent development that adds to a vibrant downtown.

BACKGROUND (continued)

The review process is integrated into DART's Alternatives Analysis process by introducing an Urban Design Review Committee to complement DART's Stakeholder and Technical Committees. Prior to determination of the Local Preferred Alignment (LPA), the Urban Design Review Committee's role is to provide urban design input on all options. After the LPA selection, the Urban Design Review Committee plays an ongoing advisory role at key stages through project development and engineering, to facilitate a desirable urban design outcome. The role of the Urban Design Review Committee would be served by the City of Dallas Urban Design Peer Review Panel which has over five years of experience with providing urban design review for private projects receiving City incentives. The Urban Design Transit Guidelines will serve as the basis for this review. The Urban Transit Design Guidelines and process is not intended to replace the need for stakeholder input for individual projects. The City of Dallas and DART would be responsible for ensuring timely review of all project submittals and for active engagement of appropriate stakeholders. Application of the guidelines would be the responsibility of the implementing agency (DART) and its design team.

The Urban Transit Design Guidelines has the following content sections:

- Introduction content - This section provides an overview of the background, purpose, vision, and applicability of the document, as well as an outline of a general review process for applicable transit projects.

- The "Right-of-Way Design Guidelines" includes five sections related to the design of transit in the right-of-way: **(1)** Station Facility Design, **(2)** At-Grade Alignment Design Considerations, **(3)** Corridor Design Element Considerations, **(4)** Additional Design Considerations, and **(5)** Adjacent Development Considerations.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item was briefed to the Transportation and Trinity River Project Committee on February 27, 2017.

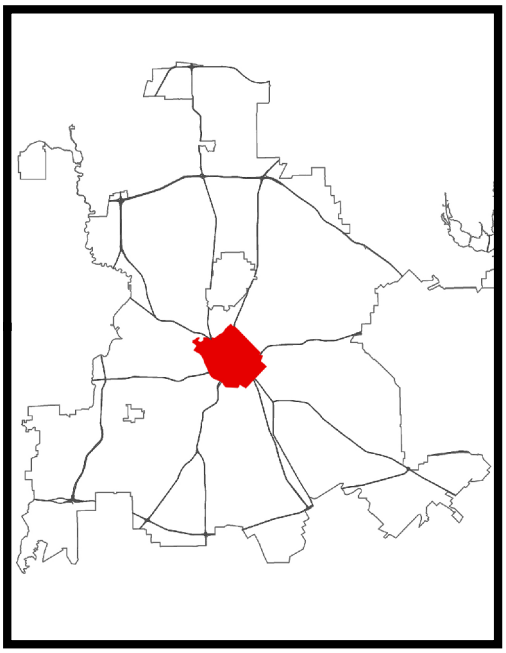
FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Urban Transit Design Guidelines



Council Districts: 1, 2, 4, 6, 7, 14

MAPSCO: 35X, Y;
44C, D, G, H, L, R, V;
45 A, B, D, E, G, H, J, K, L, M, N, P, R, S, U, V, W, X, Y, Z;
46 E, N, P, T, W, X

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapmyindia, NGCC, © OpenStreetMap contributors, and the GIS User Community

April 26, 2017

WHEREAS, on April 13, 2011, City Council adopted the Downtown Dallas 360 Plan, which established the mobility goal of a balanced multi-modal, regional and local transportation system that realizes transit oriented development potential, creates vibrant streets and public spaces, and ensures great urban design by Resolution No. 11-0996; and

WHEREAS, on October 11, 2016, City Council authorized construction of the second light rail transit line, called D2, through the Central Business District in a subway along an alignment to be developed by Dallas Area Rapid Transit (DART), and subject to approval by Resolution No. 16-1691; and

WHEREAS, on October 25, 2016, the DART Board approved the 2017 Twenty-Year Financial Plan which includes funding for the D2 project, and the Central Dallas Streetcar Link connecting the modern streetcar line from Union Station to the McKinney Avenue Trolley Authority System at St. Paul Street; and

WHEREAS, significant growth in housing within the greater downtown area, accompanied by shifts in demographics and user preferences, has led to a stakeholder-driven desire for better integration of transit into the urban environment and increased mobility options; and

WHEREAS, the City of Dallas and the Downtown Dallas Inc. Mobility Committee, in consultation with DART has drafted the Urban Transit Design Guidelines to provide the basis for urban design review for all DART operated transit projects in and around Downtown Dallas; and

WHEREAS, the Urban Transit Design Guidelines are intended to be advisory in nature to supplement existing DART design criteria, and are not intended to replace input from affected neighborhoods and/or stakeholders; and

WHEREAS, the Urban Design Peer Review Panel, appointed by the City Manager and comprised of respected members of the fields of architecture, landscape architecture, engineering, and planning, has significant prior experience with providing urban design review for projects receiving City incentives; and

WHEREAS, Article IV, Section 6.2 (Applicable City Codes) of the City of Dallas/Dallas Area Rapid Transit Master Interlocal Agreement dated February 28, 1990, as amended, provides that DART will comply with all applicable codes, ordinances, permit regulations, review procedures, City plans or other City regulations.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to adopt the Urban Transit Design Guidelines, approved as to form by the City Attorney, as the basis for advisory urban design review of all future Dallas Area Rapid Transit operated transit projects in the geographic area defined by the Downtown Dallas 360 Plan as amended, and generally bounded by the Trinity River to the west, Turtle Creek Boulevard, the Katy Trail, and Cole Avenue to the north; Haskell Avenue and Robert B. Cullum Boulevard to the east; and Al Lipscomb Way to the south.

SECTION 2. That the review of all applicable urban transit projects based on the Urban Transit Design Guidelines is included in the scope of Article IV Section 6.2 of the City of Dallas/Dallas Area Rapid Transit Master Interlocal Agreement dated February 28, 1990, as amended.

SECTION 3. That the City Manager is directed to ensure timely review of all applicable urban transit projects by the City of Dallas Urban Design Peer Review Panel based on the Urban Transit Design Guidelines.

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.

Urban Transit
Design Guidelines

Dallas, TX

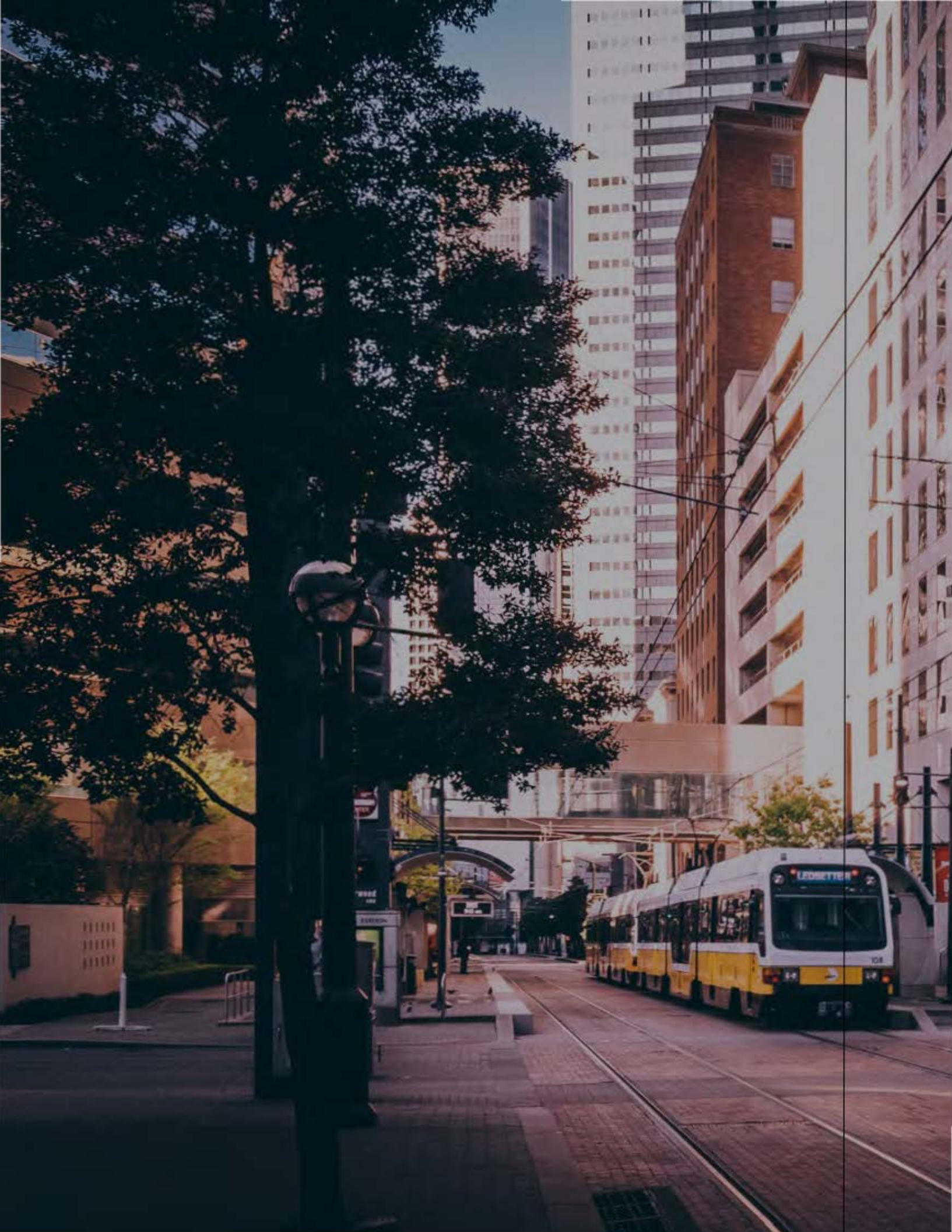


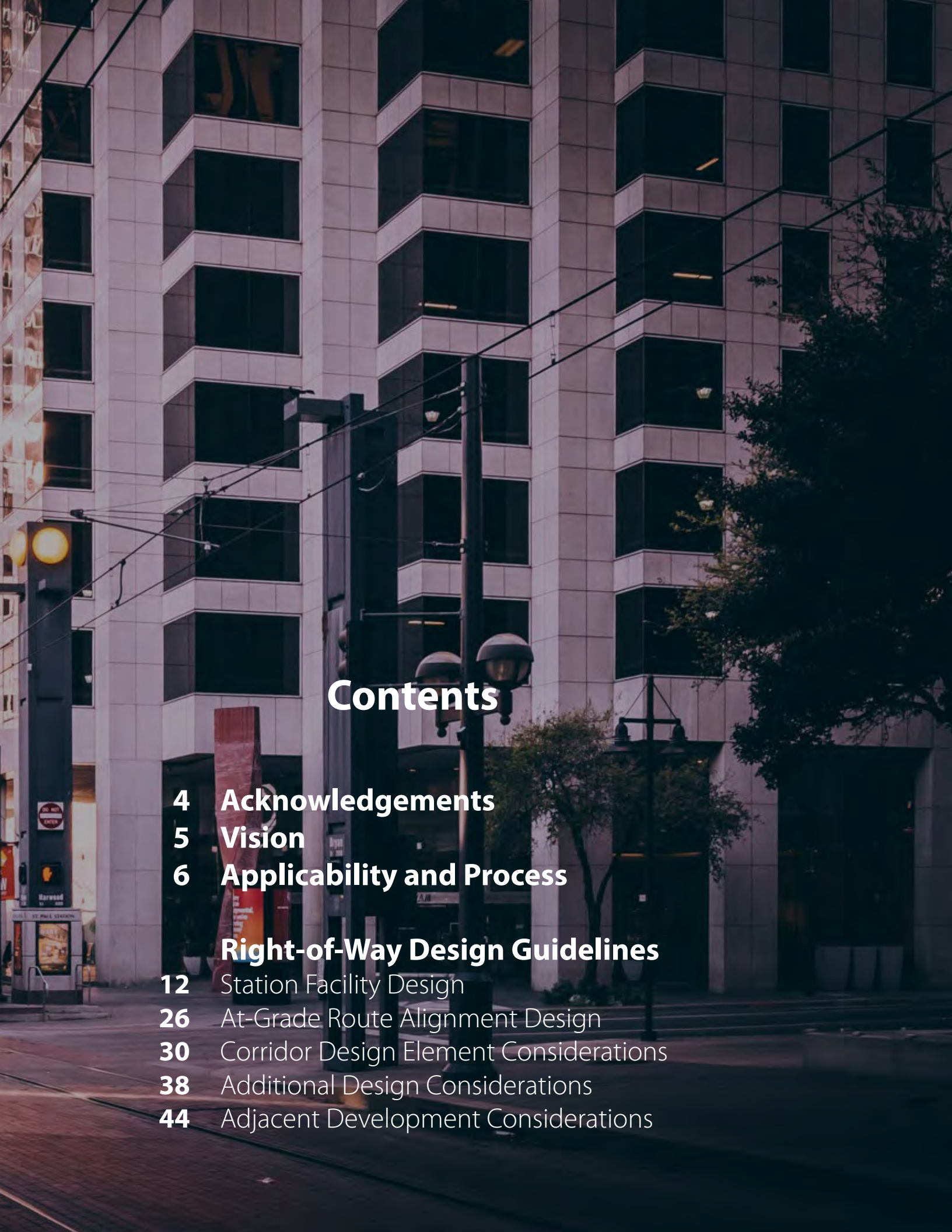




DRAFT

February 22, 2017


LEDBETTER



Contents

4 Acknowledgements
5 Vision
6 Applicability and Process

Right-of-Way Design Guidelines
12 Station Facility Design
26 At-Grade Route Alignment Design
30 Corridor Design Element Considerations
38 Additional Design Considerations
44 Adjacent Development Considerations

Acknowledgements

Downtown Dallas Inc

Jacob Browning
Dustin Bullard
John Crawford
Kourtny Garrett
KeChan Patterson
Shalissa Perry
Amy Tharp
Jim Wood

Mobility Committee

Brian Adams
Tanya Brooks
Jacob Browning
Dustin Bullard
Peer Chacko
Arturo Del Castillo
Mitch Gatewood
Larry Good
Mark Goode
Jim Harris
Stephanie Hudibury
Sarah Hughes
Steve Hulsey
Lance Josal
Patrick Kennedy
Jim Knight
Ramsey March
Craig Melde
Theresa O'Donnell
Shalissa Perry
Tom Persch
Ben Reavis
Scott Rohrman
Steve Salin
Jerry Smiley
Kristian Teleki
Jared White
Jim Wood
Allan Zreet - Committee Chair

City of Dallas

Tanya Brooks
Peer Chacko
Daniel Church
Arturo Del Castillo
Evan Sheets
Jared White

Consulted Documents

City of Dallas, Downtown Dallas Inc. (2011). *Downtown Dallas 360 - A Pathway to the Future*

City of Dallas. (2016). *City of Dallas Complete Streets Design Manual*

City of Dallas Office of Economic Development. (2012). *Urban Design Guidelines for Projects located in City of Dallas Tax Increment Financing Districts.*

Dallas Area Rapid Transit. (2005). *Dallas Area Rapid Transit Light Rail Project Design Criteria: Volume 1, Facilities Design.*

National Association of City Transportation Officials NACTO. (2016). *Transit Street Design Guide.*

** Quoted guidelines with citations (ex: NACTO TSDG, 104) refer to the cited page (ex: Page 104) in the NACTO Transit Street Design Guide (2016)*



Vision

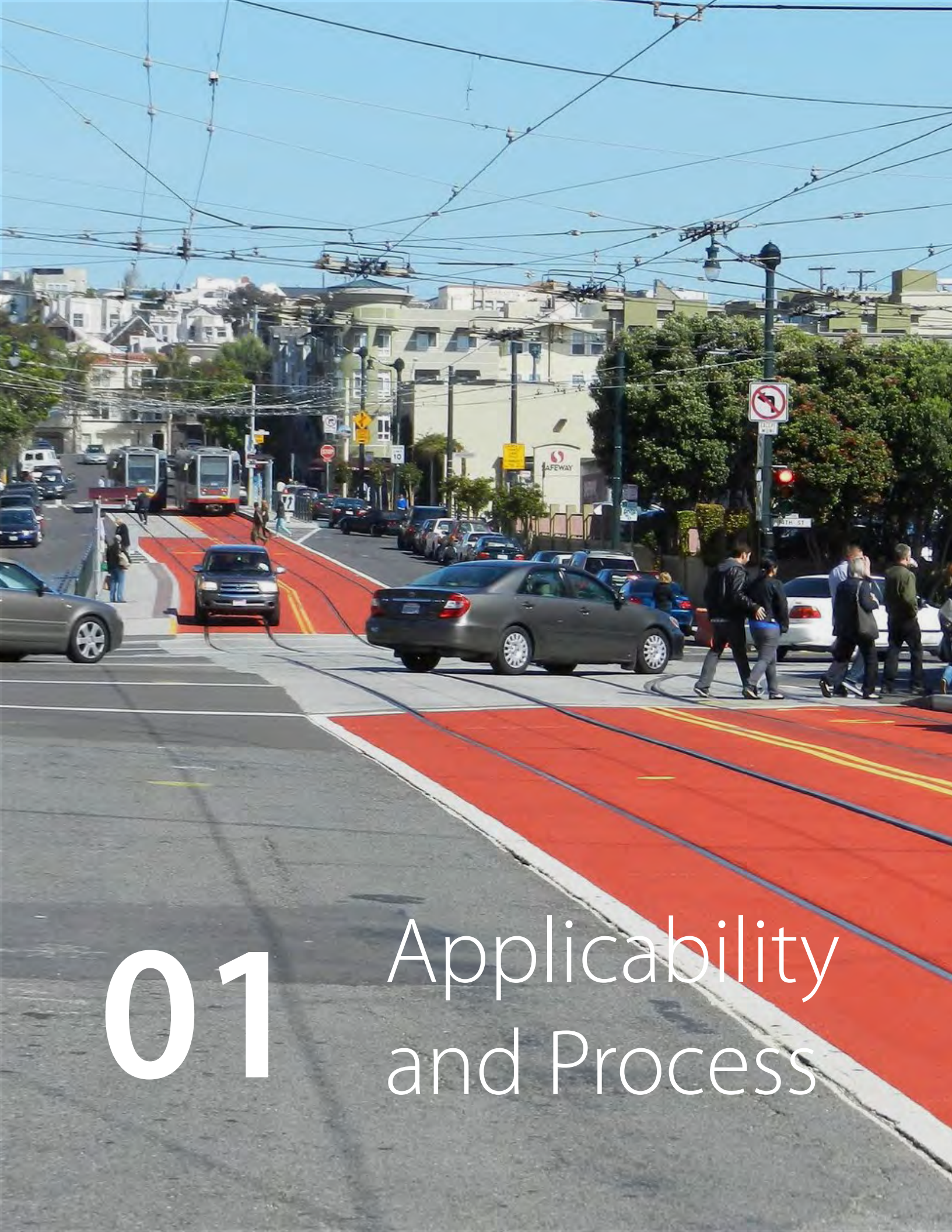
The Downtown Dallas 360 Plan established the mobility goal of creating a balanced multimodal, regional, and local transportation system that supports the urban design and livability goals for the Greater Downtown Dallas area. The intent is to improve inter-distict connectivity for all modes, promote alternatives to cars for short trips, encourage mixed-use pedestrian friendly development, and respond to future demographic, user preference, and technological trends.

The success of urban transit corridors in the Downtown Dallas area requires balancing high-quality transit service and an inviting environment through welcoming, high-quality design. Urban transit corridors should establish a unifying and distinct identity that may vary by district. In order to achieve the best and most balanced transit outcomes, all future transit projects should emulate the following principles:

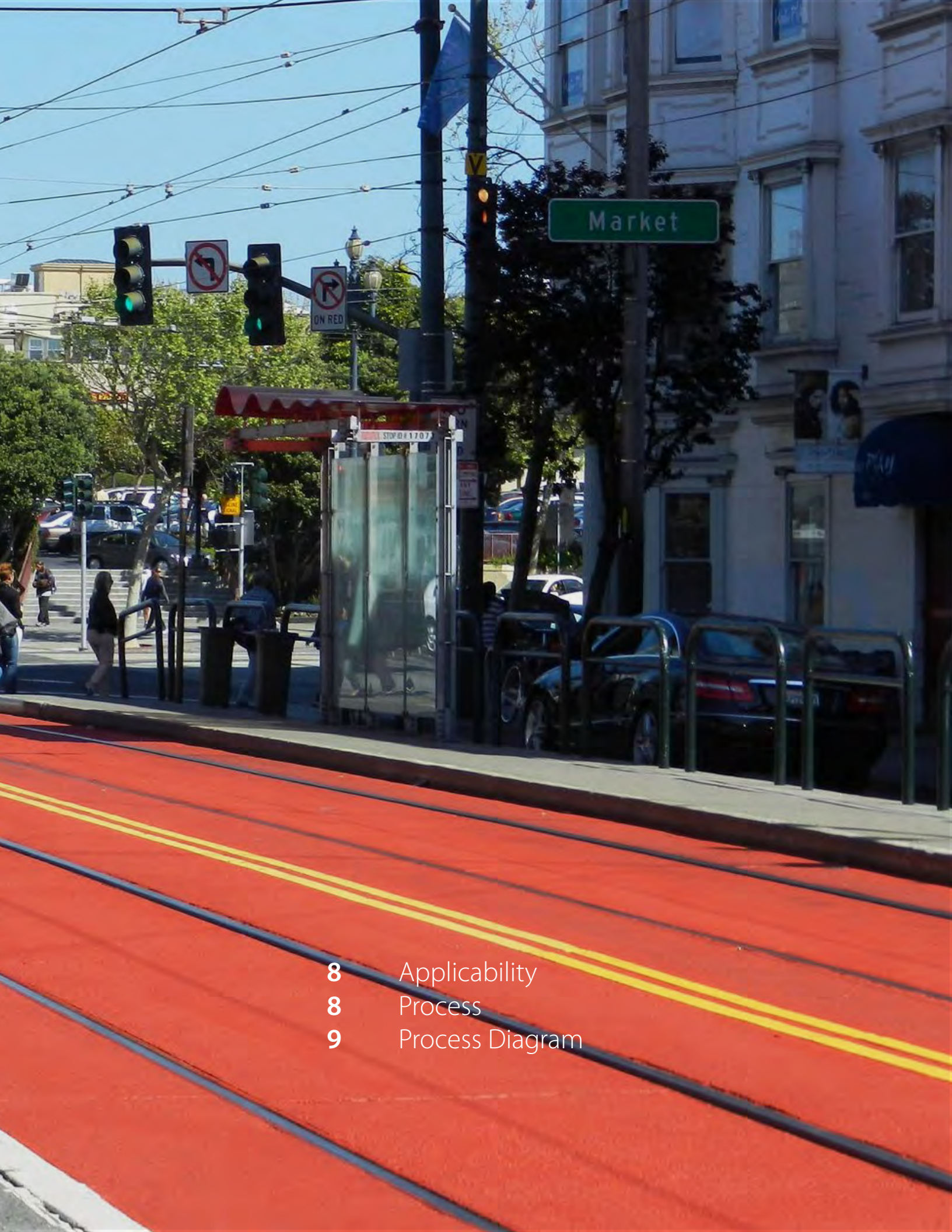
- Creation of pedestrian friendly stations that are accessible, safe, encourage transit ridership and contribute to the public realm through street-level activation and high quality materials and detailing
- Contribution to a sustainable urban environment that follows low impact development standards and incorporates appropriate native landscaping
- Integration of streetscapes that enhance and encourage pedestrian activity while safely accommodating all other modes of transportation.
- Enhancement of economic development potential along transit corridors and transit-oriented development around stations

These principles shaped the *Urban Transit Design Guidelines* and will help produce outcomes that benefit the City through economic development and quality of life, as well as DART through increased density, accessibility, and transit ridership. The *Urban Transit Design Guidelines* are intended to provide policy level design guidance for the development of at-grade and below-grade DART operated transit corridors and stations in and around Downtown Dallas. Though non-prescriptive in nature, the guidelines establish expectations for the quality of the urban environment in the vicinity of the transit corridors, based on best practices.

The goal is to provide guidance and direction to the urban transit project design team at key decision points in order to ensure desired urban design outcomes and to help facilitate consensus among project stakeholders.



01 Applicability and Process



8 Applicability
8 Process
9 Process Diagram



Applicability

The *Urban Transit Design Guidelines* outlined in this document apply to all future below and at-grade DART operated urban transit corridors in and around Downtown Dallas. They are intended to address the City of Dallas and DART rights-of way for the full length of the transit corridor, and also address design considerations from adjacent building-face to building face where applicable. Applying these urban design guidelines to future urban transit projects is imperative to creating a city that is inviting, pedestrian-friendly, and transit-friendly.

The Guidelines are intended to be advisory (non-regulatory) and serve as a companion document to the DART Design Criteria. The DART criteria address system compatibility, function, operations, safety and maintenance, while the Guidelines address the quality of the public realm and experience of the passenger. The Downtown Dallas 360 Plan, Dallas Complete Streets Design Manual, and TIF District Urban Design Guidelines are also intended to serve as companion reference documents.

These guidelines are an important piece of the development process, but do not replace the need for continued coordination and partnership between City of Dallas, development partners, and other stakeholders and agencies. It is also not the intent of this document to supercede or take the place of input by affected neighborhoods and/or stakeholders along transit project corridors. While this document provides important guidance and sets expectations for development of urban transit projects, each site and project will have its unique differences. Successful development can only occur if there is ongoing communication between all parties, and a commitment to good design.

Process

The following process establishes the role of an Urban Design Review Committee and describes the review procedures and expectations for application of the *Urban Transit Design Guidelines*.

The review process has been integrated into DART's typical Alternatives Analysis process by introducing an Urban Design Review Committee to complement DART's Stakeholder and Technical Committees. Application of the *Guidelines* shall be the responsibility of the implementing agency and respective project design team. The City of Dallas and DART will ensure timely urban design review at key decision points during the alternatives analysis, project development, and engineering phases of transit projects. The *Guidelines* should also be used in the development of all design, master planning, site planning and construction documentation activities.

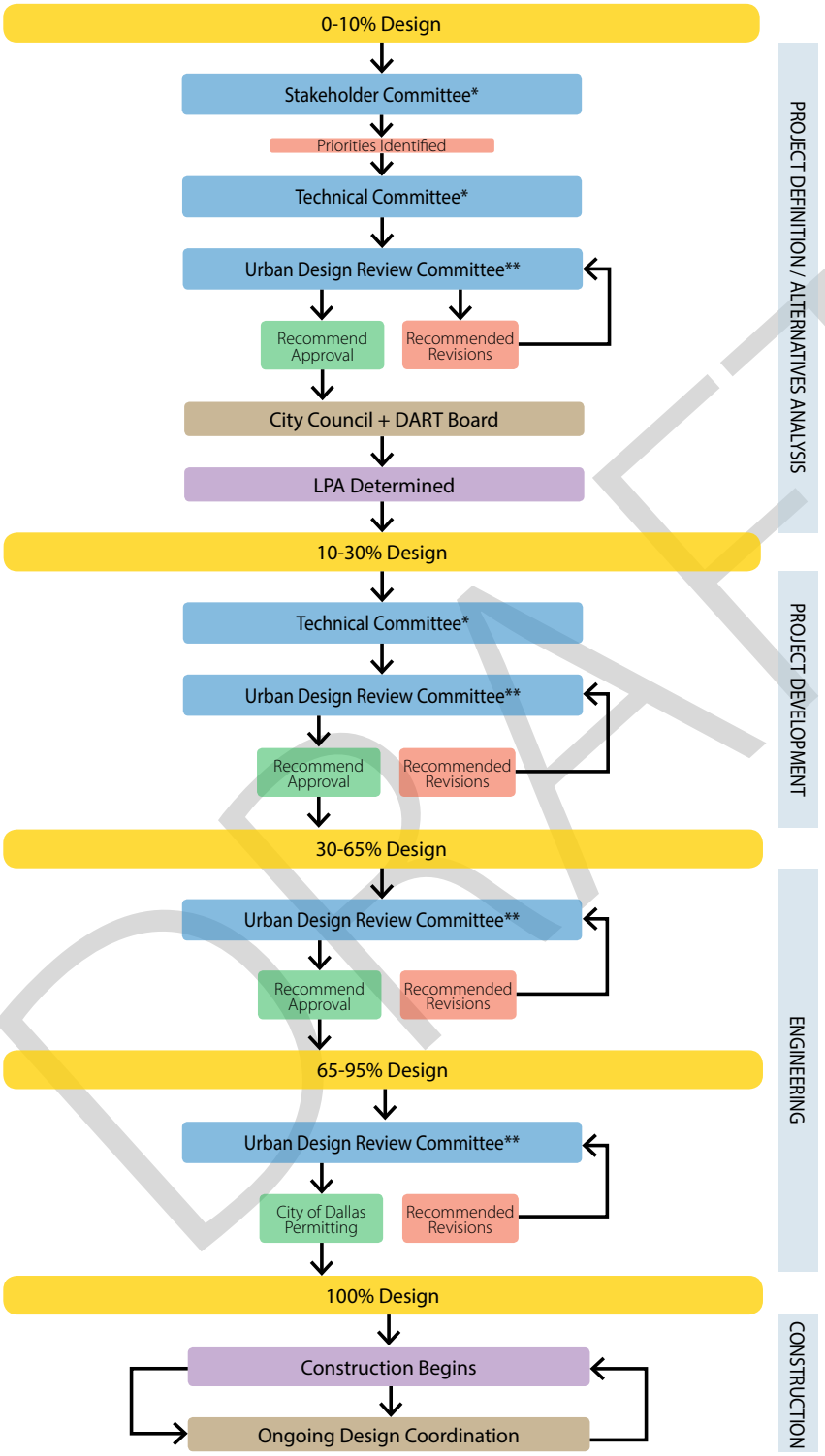
The role of the Urban Design Review Committee (see diagram) will be fulfilled by the City of Dallas' existing, City Manager-appointed, Urban Design Peer Review Panel, which currently performs review functions on private projects receiving City of Dallas incentives as well as public street projects. Prior to determination of the Local Preferred Alignment (LPA), the Urban Design Review Committee's role is to provide urban design input on all options. It is not the role of this Committee to identify a preferred alignment. After the LPA selection, the Urban Design Review Committee plays an ongoing advisory role at key stages through project development and engineering, in order to facilitate a desirable urban design outcome.

After construction begins, City of Dallas and DART staff will have a continuing role to ensure design coordination, particularly for design-build contracts.

DRAFT

Applicability and Process

This process lays out general expectations for the design review process, using the D2 planning and engineering process, as an example. This process may be modified on a project-by-project basis as needed.



Note: Prior to determination of the Local Preferred Alignment (LPA), the Urban Design Review Committee's role is to provide urban design input on all options. It is not the role of this Committee to identify a preferred alignment.

Design considerations include:

- Corridor Alignment
- Station Locations
- Portal Locations
- Right-of-Way Impacts

Design considerations include (*Used in Draft EIS and/or Design-Build Contract when applicable):*

- Station Location Refinement
- Pedestrian Portal Refinement
- Pedestrian Access
- Vertical Circulation
- Size and Scale of Elements
- Context Sensitivity
- Property Impacts
- Design Intent
- Streetscape Design
- Construction Budget

Design considerations include:

- Color
- Materials
- Finishes
- Lighting
- Signage
- Landscaping
- Security
- Art and Design Program
- Station Design Elements
- Streetscape Design Elements
- Amenities
- Trackway Design
- Construction Costs

Design Considerations include:

- Mitigation Monitoring
- Art and Design Program
- Installation

* "Stakeholder Committee" and "Technical Committee" represent the committees organized by DART as a component of the public input process for choosing the D2 locally preferred alignment alternative

** Urban Design Review Committee role will be fulfilled by the City of Dallas' Urban Design Peer Review Panel

DRAFT

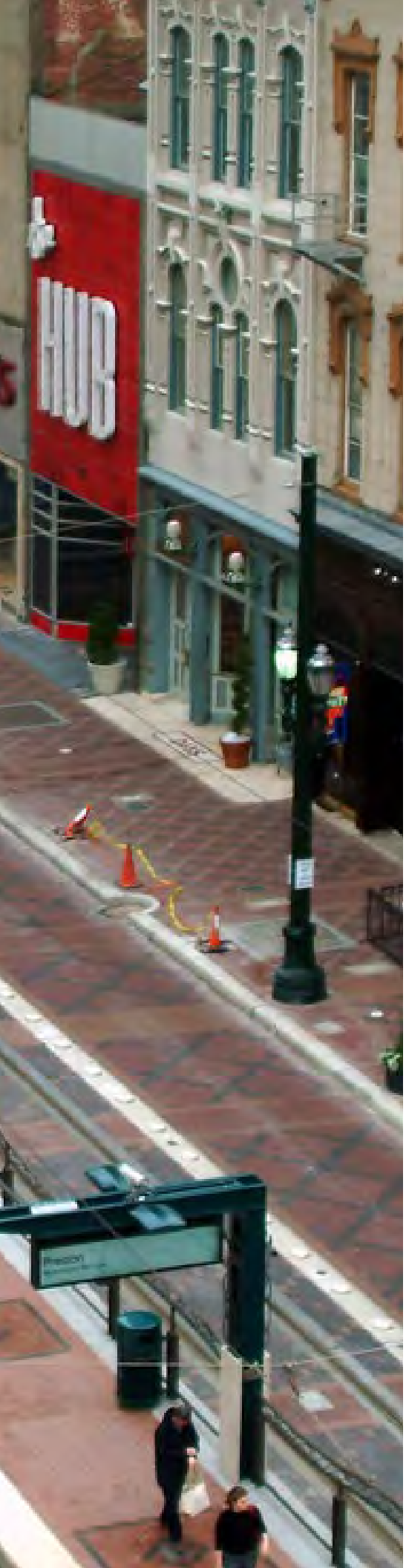


02 Right-of-Way Design Guidelines



12 Station Facility Design
14 Underground Station Facility Design
20 Surface Station Facility Design
26 At-Grade Alignment Design
30 Corridor Design
38 Additional Design Considerations
44 Adjacent Development Considerations





Station Facility Design

Underground Station Facility Design

15 Station Portal Design
15 Station Portal Placement
16 Platform Design + Amenities
17 Station Artwork
17 Wayfinding
18 Bike Parking and Facilities

Surface Station Facility Design

21 Landscaping
21 Wayfinding
22 Accessibility
22 Lighting
23 Bike Parking and Facilities
23 Station Amenities
24 Layout and Block Design
25 Station/ Shelter Design
25 Passenger vs. Pedestrian Zones



Underground station design should integrate seamlessly with the surrounding public realm with pedestrian portal connections designed to provide high quality public places. The relationship of the station to any surrounding development must also be considered to ensure a positive integration that opens up views, sightlines and maximizes connectivity to adjacent development. Subway stations, specifically their portals, should be designed to either fit elegantly and seemlessly into the surrounding neighborhood's character or to make bold architectural statements of their own.

Unlike any other building typology, subway stations are buildings where the distinction between indoor and outdoor is ambiguous. These transitory spaces are complex and require functional efficiency as a minimum to bring order, balance, elegance, and coherence to satisfy the public. Due to this busy and sometimes chaotic station environment, the following environmental factors should be given due consideration:

Light - carefully consider the artificial lighting while also maximizing and controlling the amount of natural daylight in the station.

Color - the palette of colors must be calm and also compatible with the branding of the station. For people with visual impairments, surfaces must not be too reflective and vertical planes must be well contrasted from horizontal surfaces.

Sound - acoustics of the spaces must be well considered and adapted to the use of public announcement systems.

Spatial Volume – The spatial volumes must be well proportioned, appropriate for their use and feasible to maintain. Underground stations, pedestrian portals, and transition spaces have an impact beyond their immediate boundary and should be regarded as place makers which influence the local economy, its cultural identity and environmental wellbeing.

Station Portal Design

- Design underground station entrance portals to compliment the surrounding architectural character of the area, paying particular attention to historic districts.
- Scale the size of the portal to the projected amount of boading/arrivals at station.
- Provide easily accessible elevator entries that compliment surrounding architectural context.
- Consider providing secure entry portals with paid patron control.
- Provide bicycle stairways at all stations to ease cyclists and relieve congestion at elevators.
- Elevators should be co-located with primary entrance portal (stairs/ escalator) to the extent possible.

Station Portal Placement

- Station portals that are incorporated into the facade or design of new or existing buildings or adjacent to existing parks or plazas are preferred to portals within existing street right-of-way. Connect station access to building lobbies when feasible
- Ensure that station portal does not obstruct pedestrian clear zone of at least 7'.
- Place fare stations either inside station or in space that provides at least 4' of queing outside of the pedestrian clear zone in accordance with DART Design Criteria.
- Locate station portals in a manner that supports wayfinding and encourages easy transfer to other transit modes, including bus and streetcar.
- Locate portals in proximity to other transit modes and provide clear wayfinding at-grade to entrance portal locations.



This subway portal maintains a wide sidewalk adjacent to portal while also utilizing a high-quality architectural design.



This subway entry in Seattle is incorporated into the facade of a building above the station.



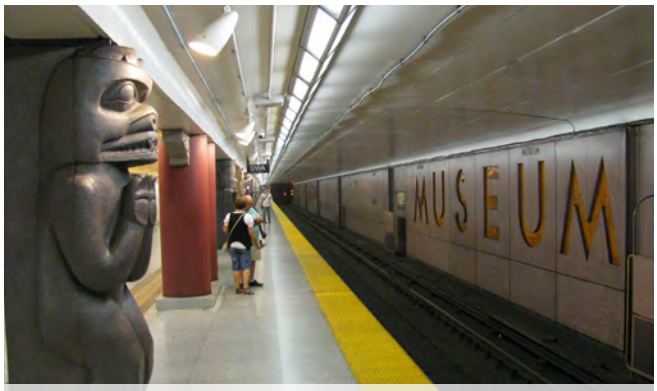
This subway portal has an architecturally-striking design and also creates a plaza at its front.



This subway portal in New York City has distinct features that enhance the plaza and the adjacent building

Platform Design + Amenities

- Provide a spatial volume appropriate to the station function that creates a sense of openness and place.
- Encourage design of underground platforms to reflect the station location and nearby institutions above ground.
- Encourage distinct and durable materials for the platform in accordance with DART Design Criteria.
- Provide adequate seating.
- Allow for cellular service providers to provide high-quality cell service and wi-fi in tunnels and at stations.
- Utilize color and light to create interest.
- Provide high-levels of light to ensure rider safety and comfort.



A subway station in Toronto, Ontario incorporates characteristics of the above-ground museum.



A use of high-quality materials in a subway station in Munich, Germany



Art and bright lighting is integrated into station design in Auckland, New Zealand



Wide platforms and a centrally-located elevator make this platform in New York City safe for all users

Station Artwork

- Encourage and program the placement of public artwork in station portals as well as at station platforms, avoiding conflicts with passenger operations
- Incorporate public artwork into the design of the station platform in accordance with DART Design Criteria.
- Integrate public art with architectural elements and materials to leverage budget.
- Involve City of Dallas Office of Cultural Affairs with the DART Art Program and the selection of artists.

Wayfinding

- Place wayfinding in predictable locations, such as overhead or at eye-level, at regular intervals and near intersections. NACTO TSDG, 101
- Include relevant transportation connections and services, including regional routes and bike share stations, to expand rider options. NACTO TSDG, 101
- To direct riders to and from stations to destinations in the station area, indicate travel direction and times in easily understood units such as walking time. NACTO TSDG, 101
- Provide area maps at all stations.
- Wayfinding should include clear, simple guidance to nearest street intersections, landmarks, and points of interest.



Public art is integrated into station design at Seattle's Capitol Hill light-rail station



Simple wayfinding with maps are important for helping travelers unfamiliar with a station and the area



Art is integrated into station architectural elements in a Budapest subway station



This wayfinding in Tokyo is beautiful and simple, making transfers easy for all users

Bike Parking + Facilities

- Consider providing a manned Bike Station at one key light-rail station in each district. The bike station should be immediately accessible from the station platform or portal.
- Bike parking and facilities are applicable to both underground and surface light-rail station design.
- Provide a clear zone around bicycle parking to avoid impeding traffic on adjacent sidewalks.
  NACTO TSDG, 105
- Short-term bike parking should ideally be located within 50' of stop or station entrance.
  NACTO TSDG, 105
- Bike storage "shells" should not be used in urban areas or along sidewalks.



The Union Station METRO in Washington DC has a large, protected bike storage facility



The exterior of the Washington DC Union Station METRO bike storage facility



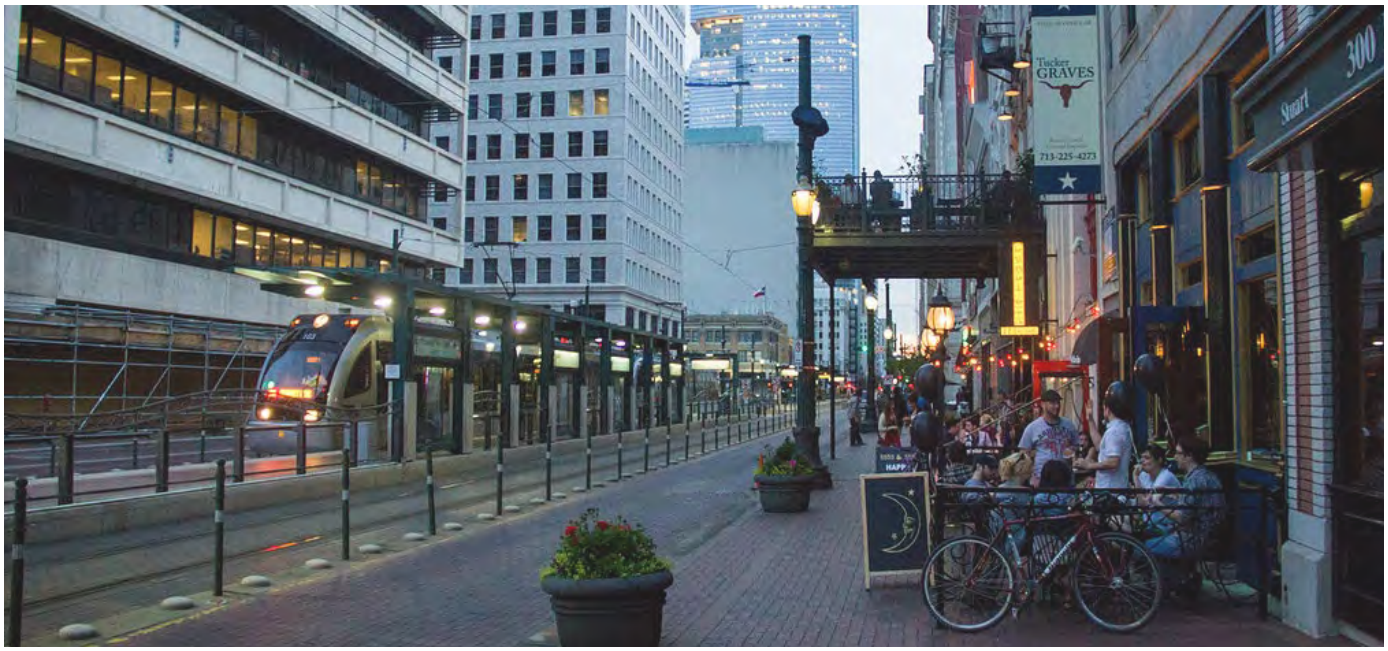
New York City has numerous smaller, covered bike parking facilities adjacent to their subway station entries.



Small parcel cuts caused by track alignment near stations are great locations to place overflow bike parking


g-Brauchle-Ring

Surface Station and Facility Design



Surface station design should integrate seamlessly with the surrounding public realm through sidewalks and plazas designed to provide high quality public places. The relationship of the station and any surrounding development must also be considered to ensure a positive integration that encourages connectivity and transit use.

Surface stations should be seamless with the surrounding urban environment while also providing a well-defined and secure "transit space" that identifies the boarding area and related amenities. The distinction between public space and the transit function should be defined in a manner that provides consideration of the following:

Clear Lines of Sight - Crime Prevention Through Environmental Design (CPTED) principles should be followed to provide a sense of security and safety.

Definition of Space – the functional platform boarding area should clearly defined to the passenger by shelters, planters, railings, amenities, pavement treatments and subtle changes in materials.

Environmental Protection – canopies, trees and other elements should provide station identity and enhance passenger comfort through protection from sun, wind and rain.

Function and Design – Stations should convey an image of simplicity in function and modern timeless design.

Landscaping

- A high importace should be placed on increasing the "urban forest" through the introduction of trees at regular intervals, wherever possible.
- Provide landscaping and irrigation at platforms with street trees at a minimum of 30' on center where possible. Additionally, consider tree trenching and structural soil to allow for maximum canopy.
- Consider other methods of shade provision including but not limited to canopies, awnings, and other aesthetically appealing structures.

Wayfinding

- Place wayfinding in predictable locations, such as overhead or at eye-level, at regular intervals and near intersections. NACTO TSDG, 101
- Include relevant transportation connections and services, including regional routes and bike share stations, to expand rider options. NACTO TSDG, 101
- To direct riders to and from stations to destinations in the station area, indicate travel direction and times in easily understood units such as walking time. NACTO TSDG, 101
- Provide area maps at all stations
- Wayfinding should include clear, simple guidance to nearest street intersections, landmarks, and points of interest.



This transit mall in Portland has frequently planted trees, providing shade and beauty for waiting passengers



These wayfinding signs provide both an easy-to-read map and up-to-date bus arrival times



This transit mall in San Jose has frequently spaced street trees that produce a pedestrian-friendly street



This wayfinding sign in New York City provides a large, yet graphically-simple map

Accessibility

- For riders with visual disabilities, provide an alternative to visual display boards. Audible announcements are preferred over braille and other methods that require finding the display. Consider station/street noise and environmental characteristics during implementation. NACTO TSDG, 101
- Where pedestrian crossings traverse tracks and bus transitways, use audible warnings to ensure all pedestrians are aware of oncoming transit vehicles. NACTO TSDG, 32
- Stations and adjacent improvements must meet all Texas Accessibility Standards.
- Where passengers using wheelchairs are directed to specified doors, ensure the accessible doors are clearly communicated throughout the boarding platform using signs and markings. NACTO TSDG, 67

Lighting

- Use pedestrian-scale lighting, typically including lamps less than 25 feet high, to increase comfort and safety around stops. NACTO TSDG, 67
- Lighting shall be "cut-off" type to avoid illuminating the sky and surrounding development.
- Higher illumination around transit stops should be gradual rather than sudden to avoid creation of virtual shadows as driver and bicyclist eyes adjust. NACTO TSDG, 67



Many bus stops in Washington DC have push buttons reporting bus arrival times for the visually impaired



This light-rail station in Charlotte provides bright, white light incorporated into the train platform roof



Ensuring easy loading for all riders is imperative. At-grade loading such as this is preferred



This train station has simply, yet bright light, providing a safe environment for passengers

Bike Parking + Facilities

- Consider providing a manned Bike Station at one key light-rail station in each district. The bike station should be immediately accessible from the station platform or portal.
- Bike parking and facilities are applicable to both underground and surface light-rail station design
- Provide a clear zone around bicycle parking to avoid impeding traffic on adjacent sidewalks. NACTO TSDG, 105
- Short-term bike parking should ideally be located within 50' of stop or station entrance. NACTO TSDG, 105
- Bike storage "shells" should not be used in urban areas or along sidewalks.

Station Amenities

- Avoid using materials for benches and other sitting areas that retain heat. NACTO TSDG, 98 Additionally, provide shade for all sitting areas.
- Seating shall not conflict with paths, leaving 6' of clear distance on all sides where pedestrians are expected. NACTO TSDG, 98
- Install appropriate amount of seating for expected demand at each station.
- Provide passengers with amenities at station area, including seating, trash cans, wayfinding, etc. compatible with the corridor theme.
- Trash cans, seating, and other objects must not block accessible path and boarding areas. NACTO TSDG, 99
- Integrate status displays and visual message boards into corridor design elements.



The Union Station METRO in Washington DC has a large, protected bike storage facility



This station platform contains numerous seating options, an open and transparent design, and an arrival board



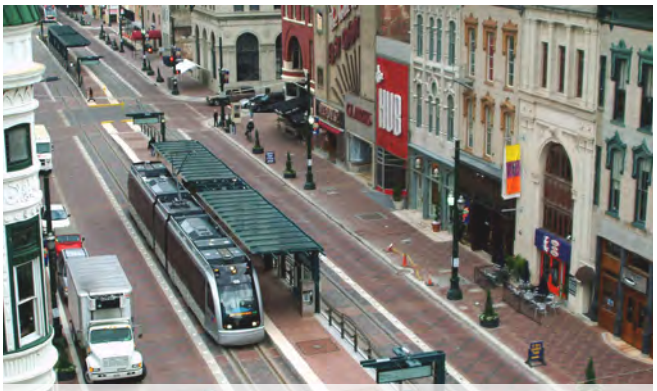
New York City has numerous smaller, covered bike parking facilities adjacent to their subway station entries.



This station platform has a large and shaded canopy, seating, wayfinding, and historical education elements

Layout and Block Design

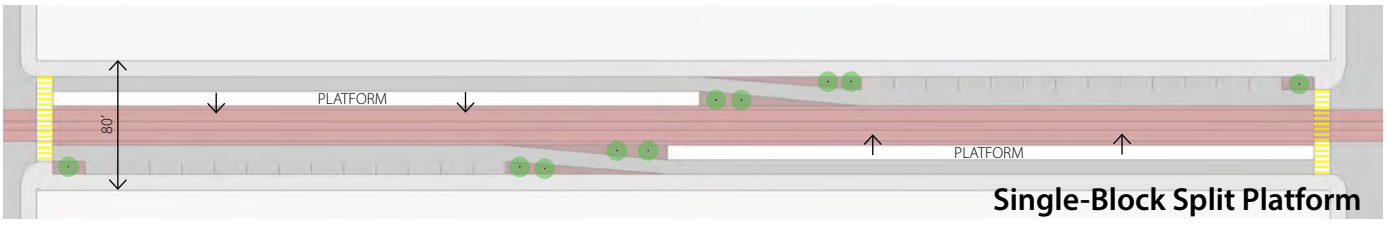
- Consider staggering at-grade light-rail platforms between blocks on narrow right-of-way streets, minimizing overall right-of-way required for station.
- Boarding bulb stops for streetcar should be considered where vehicle operates in offset lanes without rightside bike facilities. Boarding bulbs can be installed at near-side, far-side, and mid-block stops, at both signalized and unsignalized locations. NACTO TSDG, 70
- At all stops, provide at least 10′ of clear sidewalk space, ahead of transit vehicle at near-side stops and behind transit vehicle at far-side stops. NACTO TSDG, 71
- If shelters are placed on boarding bulbs, they must be placed clear of front and back-door boarding areas. NACTO TSDG, 71
- An accessible boarding area, typically 8′ x 5′ long, must be provided to permit boarding maneuvers by a wheelchair, generally requiring islands to be at minimum 8′ wide. Islands with railings along the rear side will require an extra foot of space, making total width 9′. NACTO TSDG, 83
- Ensure that pedestrian refuge islands crossing transitways are wide enough to allow crowds of people to wait, particularly near stations. Place detectable warning strips on both sides of every flush pedestrian crossing. NACTO TSDG, 83
- Railings shall be installed along platforms adjacent to the through lane to control pedestrian access and discourage dangerous crossings. Channelize pedestrian movements to platform entrances with enhanced crossing treatments. NACTO TSDG, 83



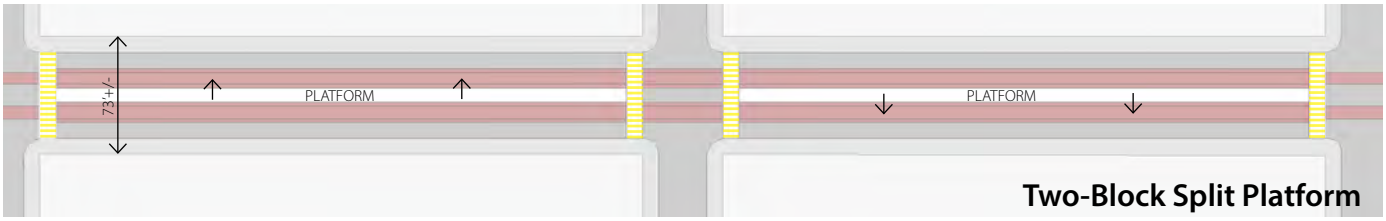
This light-rail platform in Houston is staggered across an intersection, minimizing overall right-of-way required



This light rail platform in San Francisco is staggered across a long block, minimizing right-of-way required



Single-Block Split Platform



Two-Block Split Platform

Station/ Shelter Design

- Shelter design should reflect the architectural characteristics of the surrounding neighborhood while also maintaining an identity established by DART for the corridor.
- Platform shelters must be permeable to allow for freedom of movement between each side of platform or adjacent sidewalk.
- Platform windscreens are not encouraged in order to reduce visual clutter, improve movement when boarding/ off-boarding, and limit vandalization potential.
- Placement of shelters' supporting posts/walls must not conflict with accessible travel paths, boarding areas, or transit vehicle door zones. NACTO TSDG, 16

Passenger vs. Pedestrian Zones

- Shelter placement must allow a minimum of 6' through-path between obstructions and warning strips at platforms and around all sides when at the level of the sidewalk, or around the street side if on an elevated platform. NACTO TSDG, 16
- Sidewalk adjacent shelters/ platforms should allow for minimum of 7' pedestrian clear zone in the rear in adherence with Complete Streets Manual and Downtown Pedestrian Overlay. Dimensions may vary by location context.
- Clearly delineate passenger zones from pedestrian zones and provide fully accessible pedestrian areas with sloped walkways in lieu of stairs or ramps



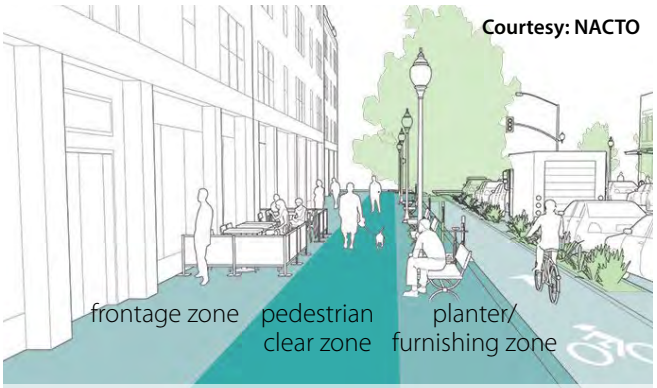
This light-rail platform in Salt Lake City is permeable, allowing for free pedestrian movement at the station



This transit mall has numerous amenities such as trees and trash cans, yet keeps them out of the pedestrian zone



This light-rail station in Austin is both permeable and has a unique and distinct paver pattern



A typical sidewalk should contain a frontage zone, a pedestrian clear zone, and a furnishing/ planter zone


ONE WAY



At-Grade Route Alignment Design

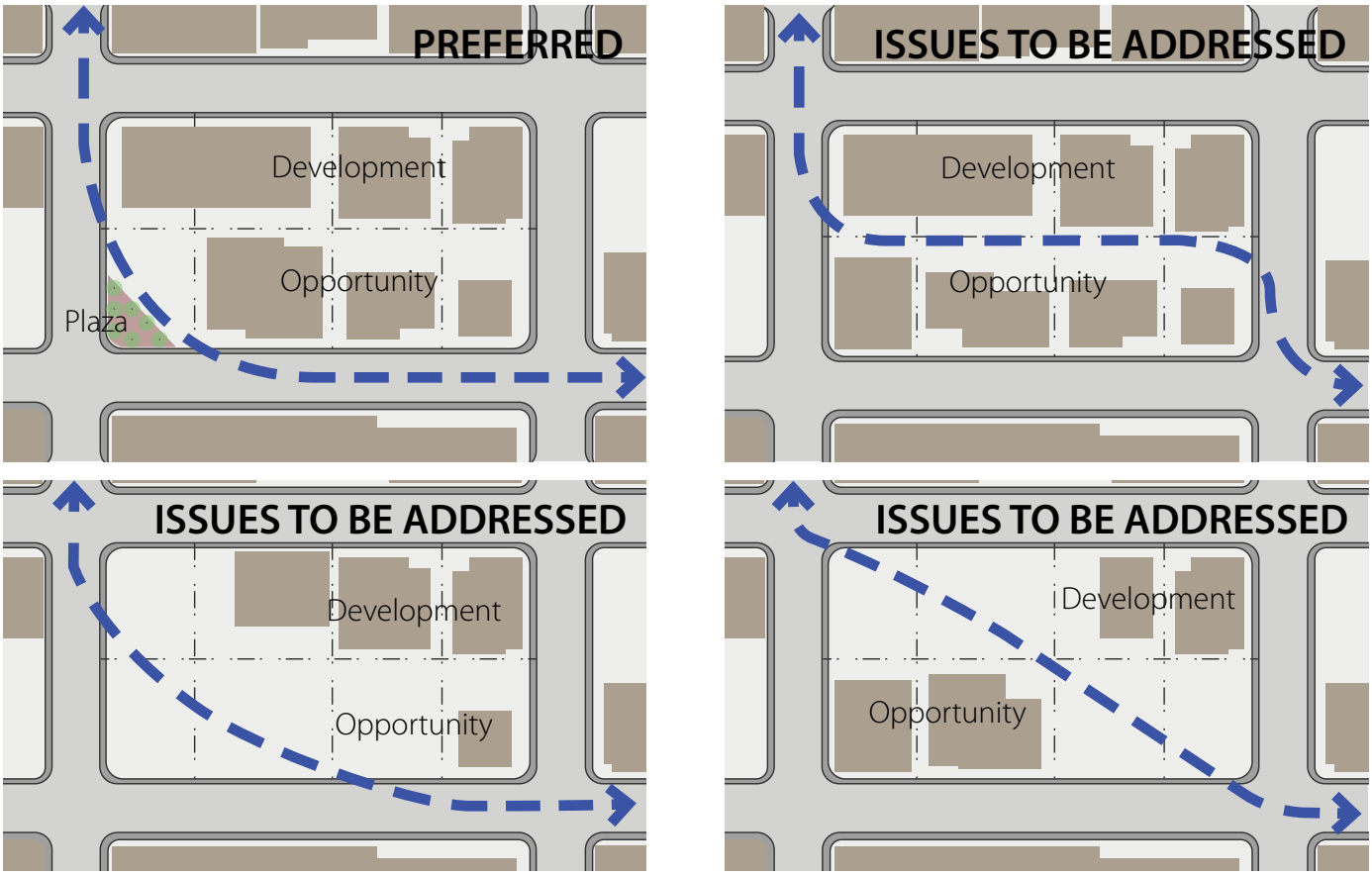
28 Street Grid Fabric
28 Development Potential
29 Infrastructure Improvements
29 Stormwater Management

Street Grid Fabric

- Maintain the existing street grid to the extent possible by minimizing closure or interruption of existing streets that cross the rail alignment.
- Maximize extent to which DART light rail operation can occur within right-of-way when at-grade.

Development Potential

- Ensure maximum development potential of or enhancement to adjacent full and partial parcels by minimizing impact to development parcels used for rail operations.
- Provide mitigation of undesirable property conditions and partial parcels created by the alignment.
- Air rights development strategies should be pursued when ideal track alignment is not possible in order to maximize development opportunity.



At-grade Rail alignment should consider the possibility for adjacent development to occur. This diagram demonstrates ideal alignment conditions as well as rail conditions that would need improvement or mitigation.

Infrastructure Improvements

- Integrate infrastructure improvements with existing development adjacent to corridor through materials used and/or through physical design.
- Coordinate with other public capital projects and private development infrastructure improvements to extent possible.
- Assign a City of Dallas utilities facilitator to act as a point person to ensure consistent coordination between DART and the various city departments.

Stormwater Management

- Provide integrated stormwater management (iSWM) adjacent to and incorporated with tracks where possible.
- Provide bioswales with a slight longitudinal slope that moves water along the surface to allow sediments and pollutants to settle out. In place infiltration then allows localized groundwater to recharge. NACTO TSDG, 104
- Bioswales should drain within 24 hours; this is especially critical near transit stops where pooling can degrade transit access. NACTO TSDG, 104
- Incorporate updated City of Dallas Pavement and Drainage Manual requirements into stormwater management design for transit corridors.



This Portland infill development has integrated infrastructure improvements with the adjacent rail



Light rail in Portland is built with iSWM adjacent to many of their tracks



The light rail in Phoenix helped foster adjacent development such as the ASU Journalism School.



Light rail in Salt Lake City is also built with iSWM adjacent to many of their tracks





Corridor Design Element Considerations

32 Intersection Design
33 Track Design
34 Landscaping
34 Sidewalk Design + Amenities
35 Bike Lanes
35 Paving Materials
36 Train Portals
36 Egress + Service Design
37 Catenary Poles + Lighting
37 Substations + Service Buildings

Intersection Design

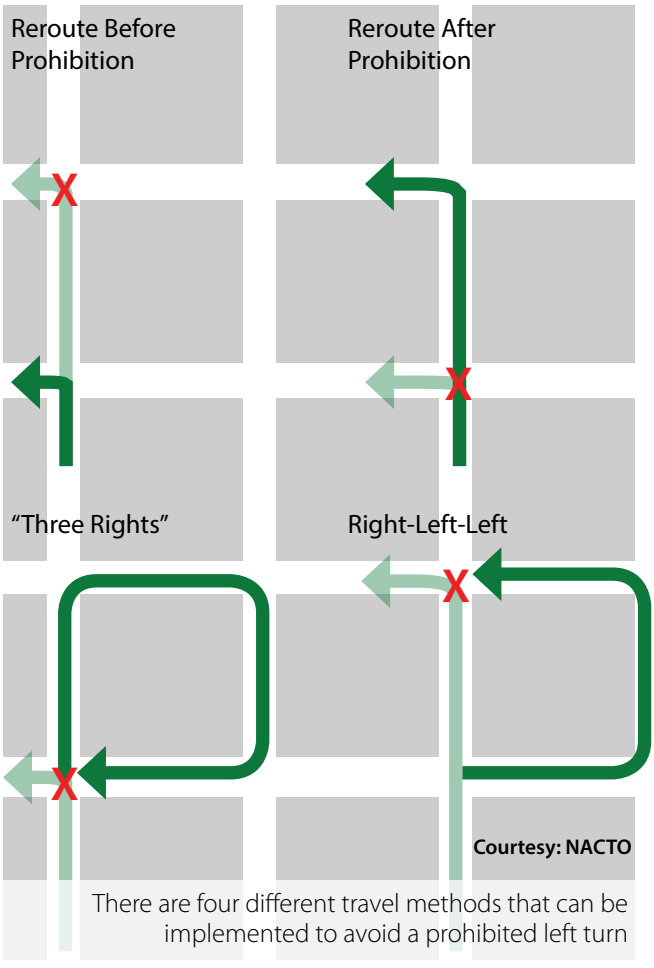
- For center-running fixed guideway transit, at intersections, use separate turn phases, prohibit left turns across median transitway, or prohibit left turns when transit vehicles are present. Extend vertical elements to the intersection edge where turns are prohibited. Use transit signals and either active Transit-Signal Prioritization or transit signal progressions (TSP). NACTO TSDG, 32
- Crosswalks must be accessible, with special attention to both people using wheelchairs and wheeled mobility devices and people with no or low vision. Curb ramps must be provided at all street crossings that involve a change in grade. Do not obstruct the top of the curb ramp. NACTO TSDG, 66
- All intersections with pedestrian, bicycle, or motor vehicle traffic must be signalized. To avoid conflicts with transit vehicles, left- and right-turning traffic across the transitway must be either prohibited or accommodated using turn lanes with dedicated signal phases. Additionally, consider TSP for intersections along route. NACTO TSDG, 130
- Clearly designate mid-block crossings where applicable to ensure pedestrian safety.
- Bike lanes shall cross tracks as close to 90° as possible (at a minimum 60°) to ensure safety for cyclists. NACTO TSDG, 166



This bike lane crosses the light rail track at a near 90° angle, protecting cyclists from falls



This light-rail platform leads to a large crosswalk that is paved with a different, distinguishable material



There are four different travel methods that can be implemented to avoid a prohibited left turn

Track Design

- Consider a shared transitway for non light-rail modes in places where a low-curb or rumble strips increase pedestrian permeability across the entire street, maximizing available public space and emphasizing the shared condition of the street. Pedestrians can cross a shared transit street at any point, but are discouraged from walking along the central transitway by the high volume of transit vehicles. NACTO TSDG, 28
- Auto traffic is either prohibited or limited using volume management techniques that filter out thru-traffic and permit local vehicle access, especially for deliveries. NACTO TSDG, 29
- Use either rumble strips or low vertical elements between travel lanes and DART lanes. NACTO TSDG, 137
- Durable materials such as brick, stone, and unit pavers shall be used for the extent of the transitway at-grade. No non-transversible surface such as ballast shll be used.
- A minimum width of 12' and a maximum width of 15' for each LRT lane (24'-30' for dual-running lines) and maximum width of 11' for each streetcar lane should be adhered to.
- To avoid conflicts with center-running transit vehicles, left turns should be prohibited, or accommodated using left-turn lanes and dedicated signal phases. NACTO TSDG, 119



This light rail runs slowly through a plaza in Germany, creating a functioning plaza that is safe for pedestrians



The light rail in Houston has large truncated domes protecting the transit lane from the travel lane



The light rail in downtown Denver runs along side vehicles, functioning much like a streetcar



This light rail has rumble strips adjacent to the tracks to warn motorists not to enter the lane

Landscaping

- Consider providing a continuous green space between tracks and adjacent road beds if appropriate. Discontinue green space at intersections and pedestrian crossings, and provide accessible paths for pedestrians through the transitway. NACTO TSDG, 133
- Consider providing landscaping & irrigation along track where possible, with street trees at a minimum of 25' on center where possible. Additionally, consider tree trenching to improve canopy.

Sidewalk Design + Amenities

- Provide street furniture (bollards, benches, planters, street lights, bicycle parking, etc) to define shared space and integrate it into the cohesive street design. Design elements provide guidance for the visually impaired and delineate the traveled way from the pedestrian-exclusive area. Where less permeability is desired, such as just ahead of stations, use plantings, railings, and furniture to concentrate activity in desired areas and channelize pedestrian travel paths. NACTO TSDG, 28
- Sidewalk design/width and clear width to be compatible with City of Dallas sidewalk requirements for the CBD, the City of Dallas Complete Streets Design Manual, and the Downtown 360 Street Typology Guidelines.



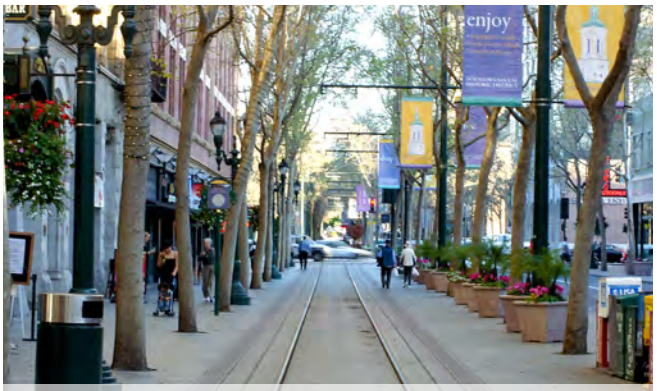
Landscaping beneath the tracks and along the tracks is preferred due to aesthetics and stormwater management



A wide sidewalk, ideally with street trees and lighting, is preferred to protect pedestrians from the adjacent train



These light rail tracks run above grass, increasing pervious surface while also improving overall aesthetics



San Jose's transit mall has numerous sidewalk amenities including trees, planters, trash cans, and newspaper racks

Bike Lanes

- Integrate bike lanes with transit corridors and clearly designate bikeway from automobiles and transit where applicable. Bicycles may also be accommodated in shared travel lanes where speeds are low. Accommodate bicycle turns at right angles using two-stage turn queue boxes. Where motor vehicle through-traffic is prohibited, consider providing a cycle track through the plaza. NACTO TSDG, 33
- Consider bi-directional bike lanes paralleling the DART alignment on one-way streets.

Paving Materials

- The trackway should be designated using red or alternate, distinct color to deter drivers from entering the guideway. Also consider using distinct pavers. NACTO TSDG, 134
- Durable materials such as brick, stone, and unit pavers shall be used on the transitway or across the entire right-of-way. NACTO TSDG, 32 No non-traversible surface such as ballast shall be used.
- Provide special paving at street intersections. Consider the durability of materials based on lessons learned on the Downtown Transit Mall.
- Provide quality unit paver or integral colored concrete at pedestrian areas.
- Paving materials are to be used to clearly define transit /pedestrian/vehicle areas.



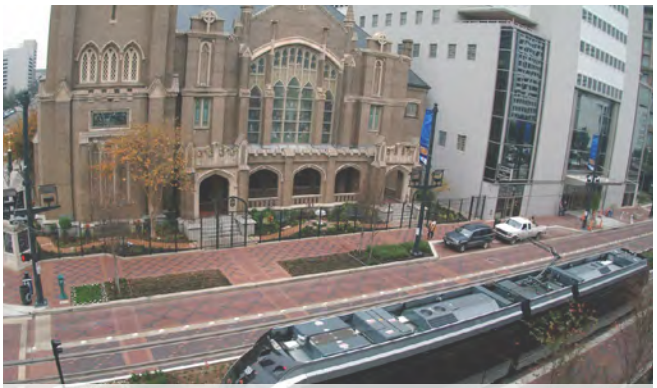
These bike lanes slip behind a train and bus platform, protecting cyclists and providing a buffer to the sidewalk



Red-painted transit lanes let drivers know that the lane is not for driving



These bike lanes are well-marked and physically separated, protecting cyclists from the rail and cars



The light rail in downtown Houston incorporates well-designed brick paving that provides a cohesive feel

Train Portals

- Consider locating stations adjacent to entrance to train portal. Additionally, consider placing portal in center of road/ boulevard.
- Shield entrance to tunnel with decorative, yet protective fencing and roof cover as well as buffering with landscaping.
- Consider making excess land adjacent to tunnel portal a harmoniously designed open space, plaza, or activated, developed parcel.
- Encourage air rights development over portals.
- Provide aesthetically appealing safety measures to prevent access into tunnel by pedestrians and vehicles.

Egress + Ventilation Design

- Fully integrate ventilation and emergency egress structures into new or existing development where possible.
- Full screen any ventilation structures in the right-of-way or provide flush gratings. Do not place gratings in sidewalks where possible.
- Where ventilation shafts cannot be incorporated into new or existing construction, provide context sensitive architectural design and incorporate artwork where possible.



This tunnel portal in San Francisco is incorporated into an adjacent park



Disguised emergency egress such as this trap door in the sidewalk are preferred



The light rail along the Embarcadero in San Francisco descends underground in the middle of the street



This emergency egress and service building is disguised through artful design in an existing park

Catenary Poles + Lighting

- Catenary poles and lighting are to be integrated wherever possible to avoid cluttering right-of-way.
- Catenary poles should fit the surrounding neighborhood context and should introduce minimal visual intrusion.

Substations + Service Buildings

- Do not place service buildings adjacent to development unless fully contained within development.
- Fully screen all service buildings with masonry walls or landscaping.
- Place service buildings on parcels that do not preclude future development.



Catenary poles and wiring should incorporate street lighting and be aesthetically appealing



This subway power substation was designed to look like a typical rowhouse in Brooklyn.



These catenary poles are artful and incorporate lighting into their design



The proposed subway service building matches the architectural character of the surrounding district


R & J
JEWELRY
DIAMONDS
BUY - SELL - PAWN
MONEY TO LOAN
ON ALL JEWELRY



Additional Design Considerations

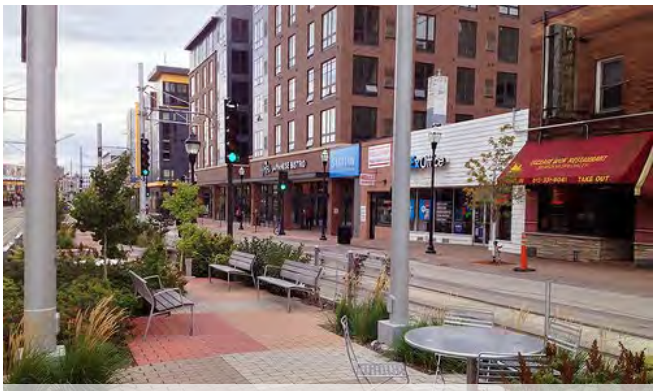
Land Acquisition and Development
40 Pocket Parks + Plazas
40 Development Air Rights
Public Art
41 Budget
41 Opportunities
Sound, Vibration, and Visual Mitigation
42 Sound Walls
42 Preventative Landscaping
Operations
43 Safety and Security
43 Durability + Maintenance

Pocket Parks + Plazas

- Utilize remaining parcels and partial takes along corridor as opportunities to develop pocket parks or plazas as appropriate to land use.
- All pocket parks and plaza shall provide shade and other comfortable amenities for users.
- At stops/ stations/ station portals, provide public plazas and/or incorporate station portals into existing parks and plazas where possible to encourage activity, security, and connectivity.
- Coordinate public spaces/ plazas with City of Dallas Parks Department and consider Downtown Parks Master Plan.

Development Air Rights

- Maximize opportunities for developable parcels and allow development of air rights over DART right-of-way.
- Allow for development above light-rail train tunnel portals to maximize economic development, shielding tunnel portal from view while also discouraging devaluation of adjacent properties.



Excess land between rail tracks can be designed to be enjoyable plazas for pedestrians



Allowing the development of air rights above the tracks can create great spaces atop would-be eyesores



This light rail in Portland runs beneath a building and through a plaza.



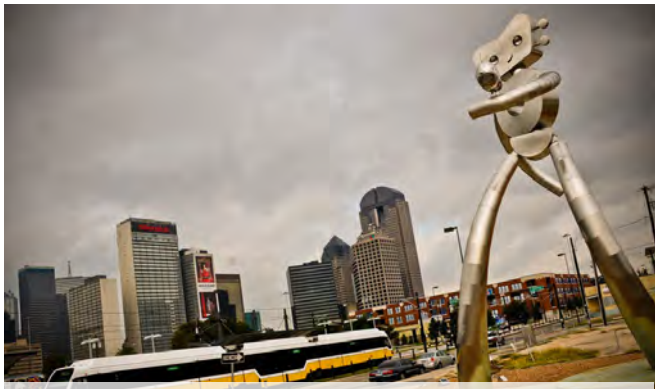
Air development rights produce increased economic development where otherwise no development could exist

Budget

- Consider a separate budget for programming and execution of corridor level public artwork to enhance the corridor as a whole. Coordinate all artwork with the City of Dallas' Office of Cultural Affairs.
- Seek out opportunities for public/ private partnerships for art programs or installations.

Opportunities

- Consider creating a specific Art Advisory Committee for each district corridor in addition to the Station Committee.
- Provide public art along corridors in addition to at stations.
- Follow DART Art and Design Criteria at stations.



Art at a transit stop and along the route provides enjoyment for waiting passengers and people passing by



This light rail station in Minneapolis incorporates art into the facade of a stairwell



This station in Portland has a striking art piece in the center of the station



Artwork can be incorporated into the structure of the station platform, as seen here.

Sound, Vibration, and Visual Mitigation

Sound Walls

- Provide context sensitive sound walls / landscape screening where needed to prevent visual intrusion of utilities and other elements .
- Address future development impacts as well as existing conditions where possible.

Preventative Landscaping

- Provide landscape screening where needed to prevent visual intrusion of utilities and other elements .
- Provide landscaping & irrigation appropriate to the location (provide street trees at minimum 25' on center, where possible).
- Integrate landscaping into soundwalls, fencing, and screening elements.



Sound walls can be built into tracks in an aesthetically appealing way while also minimzing sound impacts



Vegetated screening can provide a beautiful barrier for unsightly service areas



These sound walls in Seattle help block sound from the train tracks from the surrounding neighborhood



Vegetated buffers can also be designed with local plant species and serve to improve stormwater management

Safety and Security

- Coordinate pedestrian safety at crossings and along corridor with City of Dallas.
- Provide vehicle crossing protection that is fully integrated with traffic signal system in the corridor.
- Provide active surveillance in all areas that are not highly visible. Enhance surveillance in below-grade stations.
- Follow CPTED (Crime Prevention Through Environmental Design) Principles in all station and transitway design

  CPTED Principle #1: Natural Surveillance--"See and be seen". Lighting and landscape play an important role. Minimize or eliminate physical obstructions that obscure views.

  CPTED Principle #2: Natural Access Control-- Utilize walkways, fences, lighting, signage and landscape to clearly guide people and vehicles to and from the proper entrances.

  CPTED Principle #3: Territorial Reinforcement--Utilize pavement treatments, landscaping, signage, etc. to distinguish private and public areas.

  CPTED Principle #4: Maintenance-- Neglected and poorly maintained properties are breeding grounds for criminal activity.

Durability + Maintenance

- Materials should be selected based upon durability and low maintenance requirements.
- Materials should incorporate integral color wherever possible.
- Materials should deter vandalism as outlined in DART Design Criteria.
- Long term maintenance agreements for all improvements are encouraged to clearly identify maintenance responsibility. These entities include but are not limited to organizations such as City of Dallas, Downtown Dallas Inc., and DART.





Adjacent Development Considerations

46 Development Character
46 Street and Block Design
47 Pedestrian Level Design
47 Sidewalk and Landscape Design

Development Character

Transit corridor design should:

- Allow for greater density near light rail stations.
- Not preclude the ability for adjacent development to maintain a consistent and continuous street wall with a pedestrian-oriented edge.
- Enhance the ability for adjacent development to collectively create spaces where pedestrians feel comfortable and protected rather than overwhelmed or vulnerable.
- Not preclude adjacent development from creating continuously lively and inviting street-level façades with storefronts, display windows, entrances, or other forms of architectural relief.
- Allow adjacent development to provide awnings and/or architectural detail.

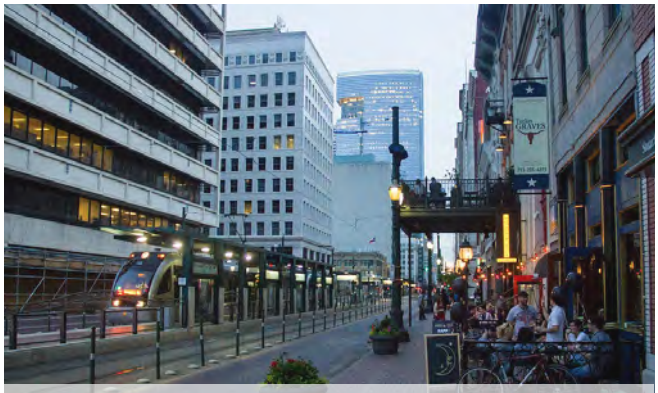
Street and Block Design

Transit corridor design should:

- Allow adjacent development to maintain or create short blocks with frequent intersections, avoiding super-blocks and multiple block developments that close streets.
- Allow for adjacent development to provide on-street parking where possible.
- Preserve important views.
- Not increase the number of curb cuts and vehicular access points to adjacent development.
- Consider local TIF district guidelines, including TIF district goals, character, and other special considerations, when designing DART lines through these particular geographies.



Transit-oriented development near light rail helps increase ridership and overall residential density



The light rail in Downtown Houston has an active public realm with numerous cafes with outdoor dining



Storefronts in Downtown Portland open out to the light rail very similar to streets with vehicular traffic



Providing alleyways, such as Linden Alley in San Francisco, increase connectivity on large sites

Pedestrian Level Design

Transit corridor design should:

- Not preclude the ability for adjacent development to provide raised or setback ground-level entries such as stoops and porches. Additionally, design shall not preclude adjacent buildings to provide prominent and accessible entrances connecting the private and public realms.
- Allow for a variety of signage at ground level including awning signage, projecting signage, window signs, blade signs, and temporary sandwich boards. Additionally, design shall not obscure sight lines of building entrances and signage.
- Not preclude adjacent development from providing sidewalk vendors, cafes, or restaurant patios adjacent to the curb where space permits.



Portland's light rail transit mall has a design that allows for numerous entrances to retail and commercial spaces



This development in Charlotte provides a trail and residential stoops that look onto the adjacent rail line

Sidewalk and Landscape Design

Transit corridor design should:

- Preserve significant trees within public right-of-way and on adjacent property.
- Allow for proper drainage and irrigation for street trees and trees on adjacent properties.
- Allow adjacent development to locate benches and seating near building entrances and in public realm away from street. Additionally, the design shall allow for non-permanent amenities such as seating and tables.
- Not preclude adjacent development to provide ample lighting on sidewalks, streets, walkways and plazas to enhance safety, including street lights spaced a maximum of 75' apart.



Wide sidewalks provide a large clear-zone as well as street trees and other street furniture



This light rail station in Charlotte has flexible furniture and cafe seating adjacent to private development


City of Dallas


DOWNTOWN
DALLAS INC

AGENDA ITEM # 25

KEY FOCUS AREA: Public Safety

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Police

CMO: Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize **(1)** an application for and acceptance of the "Click It or Ticket" Mobilization Grant in the amount of $74,999 from the Texas Department of Transportation through a grant from the National Highway Traffic Safety Administration for a safety belt enforcement initiative for the period May 2, 2017 through June 10, 2017; **(2)** a City contribution of pension and Federal Insurance Contributions Act costs in the amount of $21,713; **(3)** receipt and deposit of grant funds in an amount not to exceed $74,999 in the “Click It or Ticket” Mobilization Grant Fund; **(4)** establishment of appropriations in an amount not to exceed $74,999 in the “Click It or Ticket” Mobilization Grant Fund; and **(5)** execution of the sub-grant agreement - Total not to exceed $96,712 - Financing: Current Funds ($21,713) and Texas Department of Transportation Grant Funds ($74,999)

BACKGROUND

The Texas Department of Transportation (TxDOT) issued an award notification to the Dallas Police Department on April 4, 2017. This award has been granted for May 2, 2017 through June 10, 2017. TxDOT requires approval from City Council for acceptance of this grant award before funds can be issued for this program. The "Click It or Ticket" Mobilization Grant provides for the reimbursement of overtime salaries paid to officers enforcing seatbelt and child safety seat laws at locations throughout the City of Dallas.

This grant is one of the “wave” grants from TxDOT that are part of the national traffic safety plan and are awarded to TxDOT grant recipients. The grant is for the increased enforcement of seatbelt and child safety seat laws during the national campaign of May 2, 2017 through June 10, 2017 (enforcement period).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 9, 2012, City Council authorized an application for and acceptance of the "Click It or Ticket" Mobilization Grant from the Texas Department of Transportation for a safety belt enforcement initiative by Resolution No. 12-1267.

On May 22, 2013, City Council authorized an application for and acceptance of the "Click It or Ticket" Mobilization Grant from the Texas Department of Transportation for a safety belt enforcement initiative by Resolution No. 13-0828.

On May 14, 2014, City Council authorized an application for and acceptance of the "Click It or Ticket" Mobilization Grant from the Texas Department of Transportation for a safety belt enforcement initiative by Resolution No. 14-0756.

On May 13, 2015, City Council authorized an application for and acceptance of the "Click It or Ticket" Mobilization Grant from the Texas Department of Transportation for a safety belt enforcement initiative by Resolution No. 15-0843.

On April 27, 2016, City Council authorized an application for and acceptance of the "Click It or Ticket" Mobilization Grant from the Texas Department of Transportation for a safety belt enforcement initiative by Resolution No. 16-0688.

Information about this item will be provided to the Public Safety Committee on April 24, 2017.

FISCAL INFORMATION

Texas Department of Transportation Grant Funds - $74,999
Current Funds - $21,713

April 26, 2017

WHEREAS, the Texas Department of Transportation has made the "Click It or Ticket" Mobilization Grant funds available for overtime salaries for a safety belt enforcement initiative for the period May 2, 2017 through June 10, 2017; and

WHEREAS, the "Click It or Ticket" Mobilization Grant will provide $74,999; and

WHEREAS, the City of Dallas contributes pension and Federal Insurance Contributions Act costs related to the overtime in an amount not to exceed $21,713; and

WHEREAS, it is in the best interest of the City of Dallas to apply for and accept such funding.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to **(1)** apply for and accept the "Click It or Ticket" Mobilization Grant (Federal Grant No.18X920405BTX17, CFDA No. 20.616/State Award No. 2017-Dallas-CIOT-00033), from the Texas Department of Transportation through a grant from the National Highway Traffic Safety Administration for the safety belt enforcement initiative for the period May 2, 2017 through June 10, 2017; **(2)** provide a City contribution of pension and Federal Insurance Contributions Act costs in the amount of $21,713; and **(3)** sign a sub-grant agreement with the Texas Department of Transportation in an amount not to exceed $74,999.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds into the “Click It or Ticket” Mobilization Grant Fund, Fund F518, Department DPD, Unit 3189, Revenue Code 6506, in an amount not to exceed $74,999.

SECTION 3. That the City Manager is hereby authorized to establish appropriations for the "Click It or Ticket" Mobilization Grant in an amount not to exceed $74,999, in the “Click It or Ticket” Mobilization Grant Fund, Fund F518, Department DPD, Unit 3189, Object 3090.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds for City's pension contribution and Federal Insurance Contributions Act costs related to the overtime expenditure, in an amount not to exceed $21,713 from Fund 0001, Department DPD, Unit 2127, Object 1302 and 1306.

SECTION 5. That the Chief Financial Officer is hereby authorized to reimburse funds in an amount not to exceed $74,999 from the "Click It or Ticket" Mobilization Grant Fund, Fund F518, Department DPD, Unit 3189, Object 3090 to Fund 0001, Department DPD, Unit 2127, Object 5011 after the overtime expenditure is incurred.

SECTION 6. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 7. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

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

AGENDA ITEM # 26

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Sanitation Services

CMO: Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize ordinances granting four franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: $24,960

BACKGROUND

Each solid waste hauler operating in Dallas must apply for and receive a franchise to operate a solid waste collection service in the city. For a company to be submitted to City Council for franchise consideration, Sanitation Services requires the company to meet certain preliminary minimum provisions before a franchise application will be considered. Preliminary provisions include providing proof of meeting minimum insurance requirements, confirmation that the company is registered to do business in the State of Texas, the company's intent to pick up and haul solid waste in the City of Dallas, a list of vehicles that are code compliant, payment of all city taxes (if applicable) and no past history by principals of the company operating a franchised hauling business as a principal that went out of business owing the City franchise fees or disposal fees. These businesses have met all of the preliminary requirements to be considered for a franchise ordinance.

These franchise ordinances, like the franchisees adopted on January 25, 2017, require the City to approve transfer of ownership or sale of assets in accordance with the City Charter, have tightened reporting and payment provisions for franchisees, require strict compliance with annual certificate of insurance renewal submissions, are for a franchise term of five years, and allow the Council to amend the franchise, if needed, more easily and have a clearer acceptance process.

There are currently 220 approved franchise ordinances in Dallas. As part of the franchise agreement, franchisees shall pay a fee of not less than four percent of the gross receipts resulting from the operation of the solid waste collection service within the City.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 27, 2006, City Council authorized an amendment to the Dallas City Code to include a franchise fee method for regulating solid waste haulers by Ordinance No. 26480.

On October 12, 2015, the Quality of Life & Environment Committee was provided information regarding changes to ordinances related to new solid waste collection and hauling franchise agreements.

Information about this item will be provided to the Quality of Life and Environment Committee on April 24, 2017.

FISCAL INFORMATION

Estimated Annual Revenue - $24,960

Franchises for Solid Waste Collection and Hauling

Franchise Haulers	Estimated Annual Franchise Revenue
Junk King, LLC	$ 2,160.00
Q. ROBERTS TRUCKING INCORPORATED	$ 1,680.00
SUPREME RECYCLING CORPORATION	$16,800.00
WHITETAIL NURSERIES, INC. - dba WT Site Management	$ 4,320.00
Total	$24,960.00

03-24-2017

ORDINANCE NO. _____

An ordinance granting a franchise to JUNK KING, LLC, a Texas limited liability company, located at 13659 Juniper Road, #208, Dallas, Texas 75238, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word “shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means JUNK KING, LLC, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants franchisee non-exclusive permission and privilege solely for the purpose of operating and

maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the legal authority for the use or uses in question, that city may make use in the future of the public

ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person.

Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all

times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS,**

AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY

JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND

ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any

claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable

provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance**.** The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the

industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set

forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and

franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed $1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting,

in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of $10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed $10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council

shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief

for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the

occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an

event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly

provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be

the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to drawn the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay $2,000 per day for each day or part of a day that the material failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a

lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other remedies for the same material uncured event of default. Notwithstanding any provision of this

ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Renee S. Ferguson, President
Junk King, LLC
13659 Juniper Road, #208
Dallas, Texas 75238

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq*.

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city’s police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the "effective date"), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

Passed ___April 26, 2017_____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:
Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:
a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
(i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
(ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

JUNK KING, LLC, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 26, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

JUNK KING, LLC
a Texas limited liability company

By: _____
Renee S. Ferguson, President

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2017, by Renee S. Ferguson, President, of JUNK KING, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

_____
Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

03-24-2017

ORDINANCE NO. _____

An ordinance granting a franchise to Q. ROBERTS TRUCKING INCORPORATED, a Texas corporation, located at 2508 Club Terrace Drive, Dallas, Texas 75237, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word “shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Q. ROBERTS TRUCKING INCORPORATED, a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:**

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO

CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such

matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all

endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance**.** The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and

franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of

February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed

for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of

franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city

proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed $1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security

interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of $10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and

the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed $10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to drawn the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay $2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Quincy Roberts, CEO
Q. Roberts Trucking Incorporated
2508 Club Terrace Drive
Dallas, Texas 75237

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq*.

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city’s police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the "effective date"), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

Passed ___April 26, 2017_____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:
Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:
a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
(i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
(ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Q. ROBERTS TRUCKING INCORPORATED, a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 26, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

Q. ROBERTS TRUCKING INCORPORATED
a Texas corporation,

By: _____
Quincy Roberts, CEO

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2017, by Quincy Roberts, CEO, of Q. ROBERTS TRUCKING INCORPORATED, a Texas corporation, on behalf of said corporation.

(Seal)

_____
Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

03-24-2017

ORDINANCE NO. _____

An ordinance granting a franchise to SUPREME RECYCLING CORPORATION, a Texas corporation, located at 2019 Cartwright Street, Dallas, Texas 75212, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word “shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means SUPREME RECYCLING CORPORATION, a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:**

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO

CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such

matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all

endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance**.** The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and

franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of

February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed

for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of

franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city

proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed $1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security

interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of $10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and

the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed $10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to drawn the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay $2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Francisco Moreno, Owner
Supreme Recycling Corporation
2019 Cartwright Street
Dallas, Texas 75212

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq*.

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city’s police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the "effective date"), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

Passed ___April 26, 2017_____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:
Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:
a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
(i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
(ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

SUPREME RECYCLING CORPORATION, a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 26, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

SUPREME RECYCLING CORPORATION,
a Texas corporation

By: _____
Francisco Moreno, Owner

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2017, by Francisco Moreno, Owner, of SUPREME RECYCLING CORPORATION, a Texas corporation, on behalf of said corporation.

(Seal)

_____
Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

03-24-2017

ORDINANCE NO. _____

An ordinance granting a franchise to WHITETAIL NURSERIES, INC., a Texas corporation, located at 2120 South Beltline Road, Mesquite, Texas 75181, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word “shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means WHITETAIL NURSERIES, INC., a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:**

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO

CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such

matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all

endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance**.** The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and

franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of

February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed

for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of

franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city

proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed $1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security

interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of $10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and

the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed $10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to drawn the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay $2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Hugh Ghormley, III, Vice President
Whitetail Nurseries, Inc.
2120 South Beltline Road
Mesquite, Texas 75181

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq*.

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city’s police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the "effective date"), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

Passed ___April 26, 2017_____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:
Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:
a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
(i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
(ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

WHITETAIL NURSERIES, INC., a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 26, 2017.

Dated: ____ day of _____, 2017.

FRANCHISEE:

WHITETAIL NURSERIES, INC.,
a Texas corporation,

By: _____
Hugh Ghormley, III, Vice President

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2017, by Hugh Ghormley, III, Vice President, of WHITETAIL NURSERIES, INC., a Texas corporation, on behalf of said corporation.

(Seal)

_____
Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

AGENDA ITEM # 27

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 4

DEPARTMENT: Sustainable Development and Construction
Equipment & Building Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 55H

SUBJECT

Authorize acquisition from Antonio Garcia Juarez and Magdalena Moncivais, of approximately 6,500 square feet of land improved with a single-family dwelling located near the intersection of Buick Avenue and Cadillac Drive for the Cadillac Heights Phase II Project - Not to exceed $94,600 ($92,000, plus closing costs not to exceed $2,600) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of approximately 6,500 square feet of land improved with a single-family dwelling located near the intersection of Buick Avenue and Cadillac Drive for the Cadillac Heights Phase II Project. This property will be used for the future location of City service and maintenance facilities. The consideration is based on an independent appraisal. The relocation benefits are estimated to be $30,000.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

2006 Bond Funds - $94,600 ($92,000, plus closing costs not to exceed $2,600)

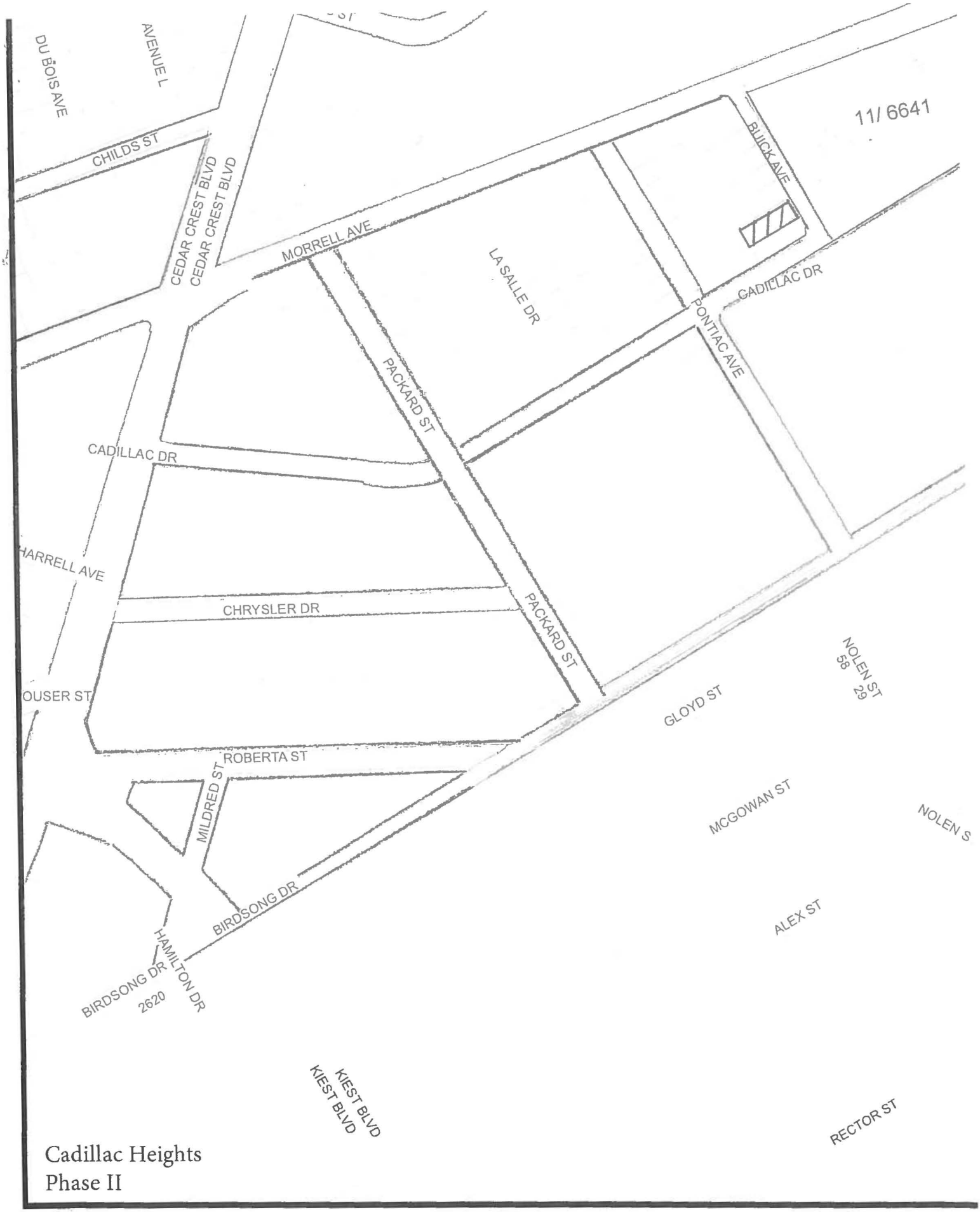
OWNERS

Antonio Garcia Juarez

Magdalena Moncivais

MAP

Attached



Cadillac Heights
Phase II

N

Subject:

April 26, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 6,500 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Cadillac Heights Phase II

"USE": City service and maintenance facilities provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

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

"OWNER": Antonio Garcia Juarez and Magdalena Moncivais, 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": $92,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed $2,600

"AUTHORIZED AMOUNT": Not to exceed $94,600

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.

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 sign, 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 Land Acquisition in Cadillac Heights Fund, Fund BT11, Department EBS , Unit T825, Activity LAAQ, Program PB06T825, Object 4210, CT-SUSVLT82575. 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:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT A

Being Lot 14, in Block 11/ 6641, of CADILLAC PLACE ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 459, of the Map Records of Dallas County, Texas.

NOTICE OF CONFIDENTIALITY OF 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.

EXHIBIT B

GENERAL WARRANTY DEED

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

That we, Antonio Garcia Juarez, and spouse, Magdalena Moncivais (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 NINETY-TWO THOUSAND AND NO/100 DOLLARS ($92,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY unto City, its successors and assigns, the following (all said property and interests being collectively referred to herein as the "Property"):

(a) that certain tract or parcel of land (the "Land") in Dallas County, Texas, described more fully on Exhibit "A", attached hereto and incorporated herein for all purposes;

(b) all right, title and interest of Grantor, as owner of the Land, in (i) strips or gores, if any, between the Land and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land;

(c) all improvements, buildings, structures, fixtures, and open parking areas which may be located on the Land (the "Improvements"), including, without limitation, all mechanical, electrical, heating, ventilation, air conditioning and plumbing fixtures, systems and equipment as well as compressors, engines, elevators and escalators, if any;

(d) all right, title and interest of Grantor, as owner of the Land, in and to any easements, rights-of-way, rights of ingress and egress or other interests in, on, or to any land, highway, street, road or avenue, opened or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and

(e) all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property.

TO HAVE AND TO HOLD the Property, 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 _____, _____.

_____ _____

Antonio Garcia Juarez Magdalena Moncivais

ACKNOWLEDGEMENT

EXHIBIT B

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by Antonio Garcia Juarez.

Approved As To Form:
LARRY E. CASTO
City Attorney

By: _____
Assistant City Attorney

_____
Notary Public, State of TEXAS

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by Magdalena Moncivais.

_____
Notary Public, State of TEXAS

After recording return to:
City of Dallas, Department of Development Services
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: VLeal

Warranty Deed Log No. 36879

EXHIBIT A

Being Lot 14, in Block 11/ 6641, of CADILLAC PLACE ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 459, of the Map Records of Dallas County, Texas.

AGENDA ITEM # 28

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 4

DEPARTMENT: Sustainable Development and Construction
Equipment & Building Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 55H

SUBJECT

Authorize acquisition from Ignacio Salinas, of approximately 5,858 square feet of land improved with a single-family dwelling located near the intersection of McGowan and Childers Streets for the Cadillac Heights Phase II Project - Not to exceed $43,600 ($42,000, plus closing costs not to exceed $1,600) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of approximately 5,858 square feet of land improved with a single-family dwelling located near the intersection of McGowan and Childers Streets for the Cadillac Heights Phase II Project. This property will be used for future location of City service and maintenance facilities. The consideration is based on an independent appraisal. The relocation benefits are estimated to be $59,900.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

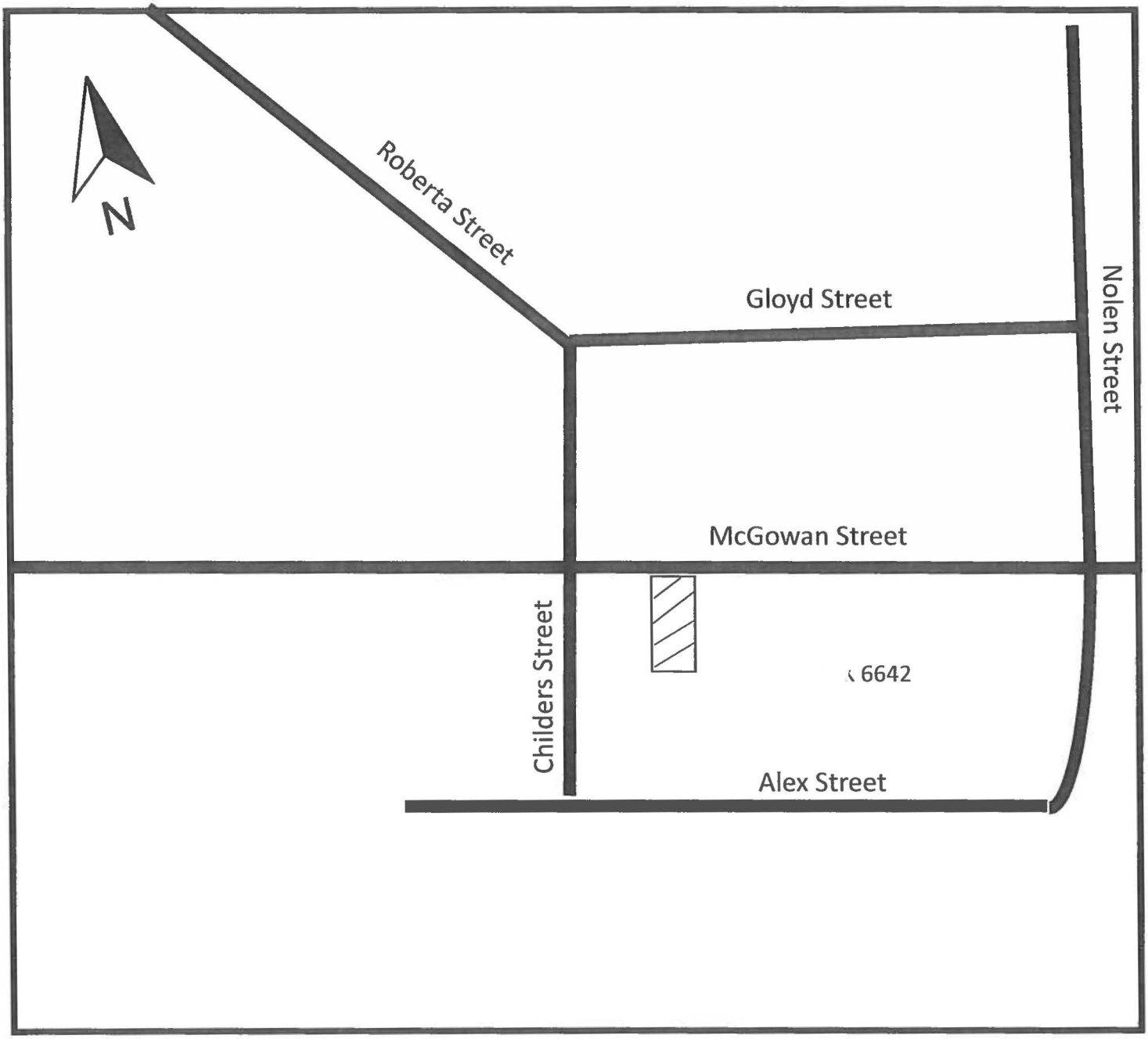
2006 Bond Funds - $43,600 ($42,000, plus closing costs not to exceed $1,600)

OWNER

Ignacio Salinas

MAP

Attached


N
Roberta Street
Gloyd Street
Nolen Street
McGowan Street
Childers Street
6642
Alex Street

SUBJECT:

April 26, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 5,858 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Cadillac Heights Phase II

"USE": City service and maintenance facilities 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 Title subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

"OWNER": Ignacio Salinas, 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": $42,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed $1,600

"AUTHORIZED AMOUNT": Not to exceed $43,600

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.

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 sign, 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 Land Acquisition in Cadillac Heights Fund, Fund BT11, Department EBS, Unit T825, Activity LAAQ, Program PB06T825, Object 4210, CT-SUSVL82573. 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:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

Exhibit A

Being Lot 53, Block 6642, of MEADOW GARDENS, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 7, Page 465, the Map Records of Dallas County, Texas.

NOTICE OF CONFIDENTIALITY OF 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.

GENERAL WARRANTY DEED EXHIBIT B

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

That Ignacio Salinas, a single man (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 FORTY TWO THOUSAND AND NO/100 DOLLARS ($42,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY unto City, its successors and assigns, the following (all said property and interests being collectively referred to herein as the "Property"):

(a) that certain tract or parcel of land (the "Land") in Dallas County, Texas, described more fully on Exhibit "A", attached hereto and incorporated herein for all purposes;

(b) all right, title and interest of Grantor, as owner of the Land, in (i) strips or gores, if any, between the Land and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land;

(c) all improvements, buildings, structures, fixtures, and open parking areas which may be located on the Land (the "Improvements"), including, without limitation, all mechanical, electrical, heating, ventilation, air conditioning and plumbing fixtures, systems and equipment as well as compressors, engines, elevators and escalators, if any;

(d) all right, title and interest of Grantor, as owner of the Land, in and to any easements, rights-of-way, rights of ingress and egress or other interests in, on, or to any land, highway, street, road or avenue, opened or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and

(e) all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property.

TO HAVE AND TO HOLD the Property, 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 _____, _____.

_____
Ignacio Salinas

ACKNOWLEDGEMENT

EXHIBIT B

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____by Ignacio Salinas.

_____
Notary Public, State of TEXAS

After recording return to:
City of Dallas, Department of Development Services
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: VLeal

Warranty Deed Log No. 41019

Exhibit A

Being Lot 53, Block 6642, of MEADOW GARDENS, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 7, Page 465, the Map Records of Dallas County, Texas.

AGENDA ITEM # 29

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction
Park & Recreation

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

MAPSCO: 47D

SUBJECT

Authorize settlement in lieu of proceeding with condemnation of approximately 108,436 square feet of land improved with a 50-unit apartment complex from Casa Blanca Village, LLC located near the intersection of Highland and Ferguson Roads for the White Rock Hills Park Project - Not to exceed $653,000, from $1,212,000 ($1,200,000, plus closing costs and title expenses not to exceed $12,000) to $1,865,000 ($1,850,000, plus closing costs and title expenses not to exceed $15,000) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes a settlement in lieu of proceeding with condemnation for the acquisition of approximately 108,436 square feet of land improved with a 50-unit apartment complex with Casa Blanca Village, LLC located near the intersection of Highland and Ferguson Roads for the White Rock Hills Park Project. The City of Dallas will receive fee simple ownership of real estate including improvements and attachments with acceptance of all applicable assumptions, assignments, and conveyances. The assumption of 48 active leases with expiration dates extending to December 2017 could produce an estimated gross rent totaling $145,130. A property management company will be tasked with the daily operation until the complex is completely vacated. No tenant leases will be renewed. Eligibility for relocation assistance will be assessed accordingly. The dedication of this property as official parkland is not recommended to occur until such time it is developed for park purposes. Consideration is based on an independent appraisal. Relocation benefits are estimated to be $595,000.

BACKGROUND (continued)

On August 13, 2014, City Council authorized the acquisition including the exercise of eminent domain, in an amount not to exceed $1,212,000, by Resolution No. 14-1267. The settlement will avoid increased costs associated with construction delays, commissioners' costs, updated appraisal reports, court filing fees and uncertainty associated with possibility of Commissioners' Award being higher than the negotiated amount of $1,850,000.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On August 13, 2014, City Council authorized acquisition, including the exercise of the right of eminent domain by Resolution 14-1267.

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

2006 Bond Funds - $653,000

Resolution No.1	$ 1,212,000
Additional Amount (this action)	$ 653,000
Total Authorized Amount	$1,865,000

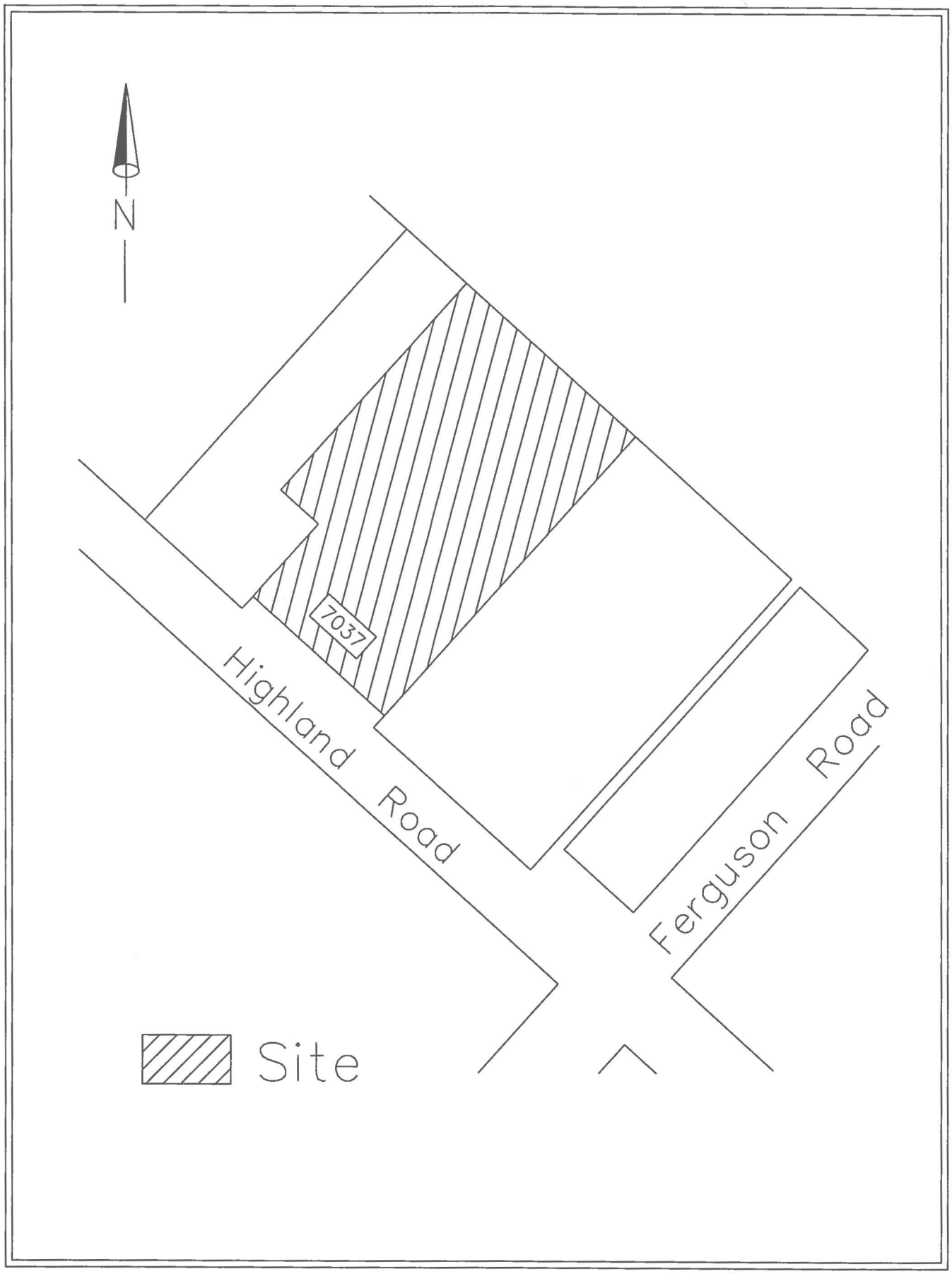
OWNER

Casa Blanca Village, LLC

Rezene G. Andu, Manager

MAP

Attached


N
7037
Highland Road
Ferguson Road
Site

April 26, 2017

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 eminent domain, 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": On August 13, 2014, City Council authorized acquisition, including the exercise the right of eminent domain by Resolution No. 14-1267.

"PROJECT": White Rock Hills Park Project

"USE": The construction, maintenance, and use as park property. The property is not officially dedicated as municipal park land until such time the property is developed for its intended use. 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":Casa Blanca Village, LLC, 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": Fee Simple, subject to the exceptions, reservations, covenants, conditions and/or interests, if any provided in the conveyance instrument approved as to form by the City Attorney.

SECTION 1. (continued)

"PROPERTY": Approximately 108,436 square feet of land 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": $1,200,000

"SETTLEMENT AMOUNT": $1,850,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed $15,000

"REVISED AUTHORIZED AMOUNT": $1,865,000

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 the Chief Financial Officer is hereby authorized to draw checks for the difference between the FIRST RESOLUTION AMOUNT and the REVISED AUTHORIZED AMOUNT, payable as follows:

$650,000, payable out of (2006) Park and Recreation Facilities Improvement Fund, Fund 2T00, Department PKR, Unit T329, Activity RFSI, Object 4210, Program PK06T329, CT-PKR13019376

$3,000, payable out of (2006) Park and Recreation Facilities Improvement Fund, Fund 2T00, Department PKR, Unit T329, Activity RFSI, Object 4230, Program PK06T329, CT-PKR13019376

SECTION 4. That the payment referenced in Section 3 shall be delivered to a title insurance company after evidence of satisfactory title has been provided to and approved by the City Attorney.

SECTION 5. The SETTLEMENT AMOUNT - $1,850,000 and the CLOSING COSTS AND TITLE EXPENSES - $15,000 together shall not exceed the REVISED AUTHORIZED AMOUNT - $1,865,000.

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:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT A

FIELD NOTES DESCRIBING 2.489 AC. (108,436 SQ. FT.) IN BLOCK 7037 TO BE ACQUIRED FOR PARK FROM CASA BLANCA VILLAGE LLC CITY OF DALLAS DRAWING NUMBER 043D-15

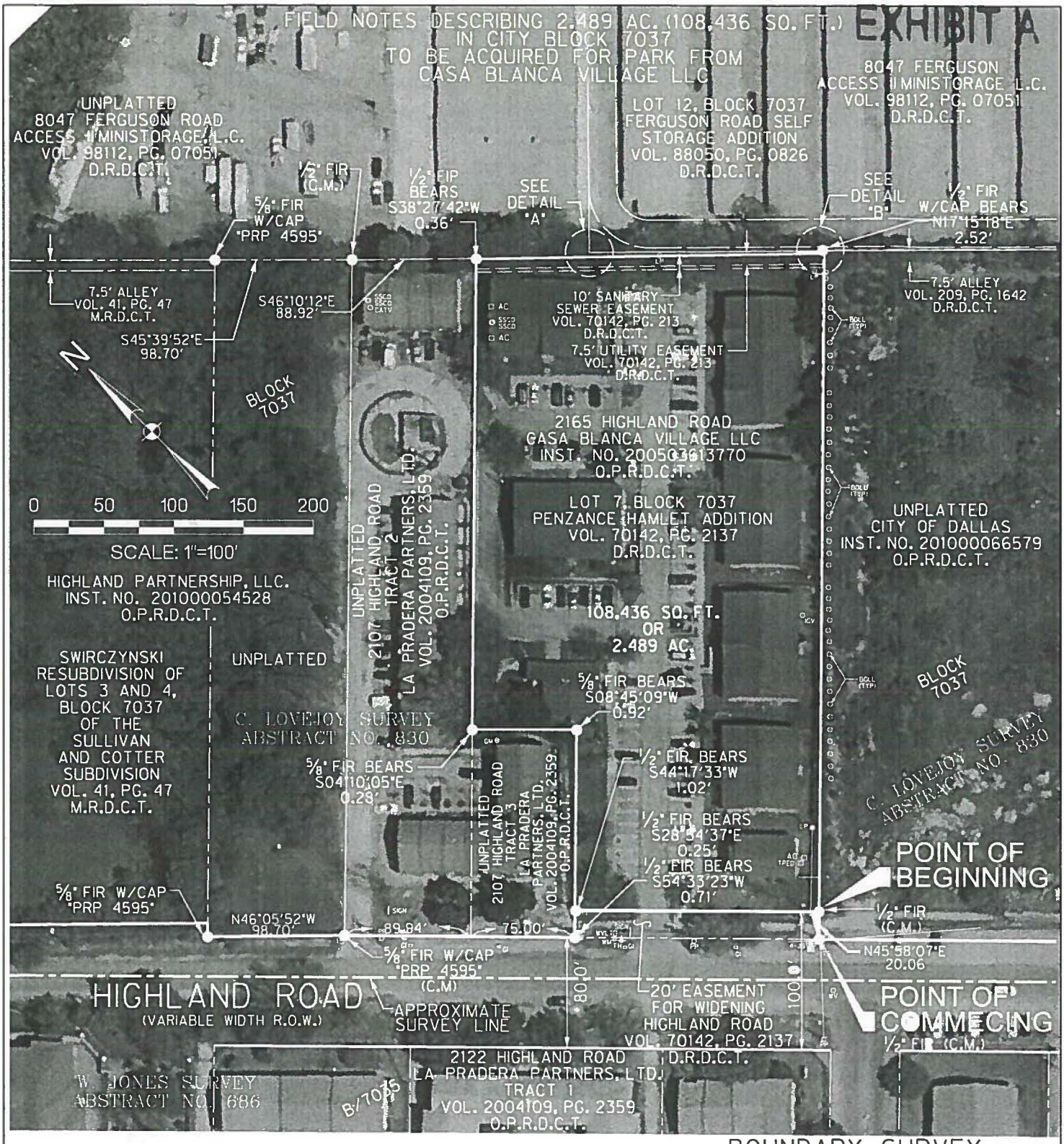
BEING situated in the C. Lovejoy Survey, Abstract Number 830, in the City of Dallas, Dallas County, Texas, and being all of Lot 7, Block 7037 (Official City of Dallas Block Number) of the Penzance Hamlet Addition, an addition to the City of Dallas recorded in Volume 70142, Page 2137, Deed Records of Dallas County, Texas, and being all of that tract of land described in Contract of Deed to Casa Blanca Village, LLC dated December 5, 2005 and recorded in Instrument Number 200503613770, Official Public Records of Dallas County, Texas and containing 108,436 square feet (2.489 acres) (plat called 2.490 acres).

This description is approved as to form.

Scott Holt

Scott Holt, RPLS
Survey Program Manager
City of Dallas

FIELD NOTES APPROVED:
D.E. Reynolds
3/15/12



LEGEND:	
1/2" SIR W/CAP	1/2 INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
( )	RECORD CALL
MEA.	MEASURED
U.T.S.	UNABLE TO SET

Notes:

1. This survey was performed without the benefit of a title commitment.
2. "Basis of Bearing is NAD 83 (NSRS2007) Texas State Plane North Central Zone 4202 as observed by GPS on Julian day 311 of 2011 from Western Data Systems network station "DUNP". Convergence angle at "DUNP" is +00 degrees 56 minutes 34.23759 seconds."
3. Improvements shown by Aerial Photography dated 2009.

FIELD NOTES REVIEWED
DGR
3/15/12

STATE OF TEXAS
REGISTERED
GARY W. MATTHEWS
5534
PROFESSIONAL LAND SURVEYOR

Gary W. Matthews
2-1-2012

BOUNDARY SURVEY

OF

2165 HIGHLAND ROAD
2.489 ACRE TRACT

ALL OF LOT 7, BLOCK 7037
PENZANCE HAMLET ADD TION

SITUATED IN THE

C. LOVEJOY SURVEY, ABSTRAC NO. 830
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY OF DALLAS DRAWING NUM ER 043D-15

FOR

CITY OF DALLAS

PREPARED BY :

HALFF
1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 7508

3/14/2012 11:32:11 AM ah2292 HALFF I:\28000s\28465\SI\01\CADD\Sheets\V101-BS01-28465.dgn

FIELD NOTES DESCRIBING 2.489 AC. (108,436 SQ. FT.) IN CITY BLOCK 7037 TO BE ACQUIRED FOR PARK FROM CASA BLANCA VILLAGE LLC

EXHIBIT A



LOT 12, BLOCK 7037
FERGUSON ROAD SELF STORAGE ADDITION
VOL. 88150, PG. 0826
D.R.D.C.T.

8047 FERGUSON
ACCESS II MINISTORAGE, L.C.
VOL. 98112, PG. 07051
D.R.D.C.T.

8047 FERGUSON ROAD
ACCESS II MINISTORAGE, L.C.
VOL. 98112, PG. 07051
D.R.D.C.T.

7.5 UTILITY EASEMENT
VOL. 70142, PG. 213
D.R.D.C.T.

C. LOVEJOY SURVEY
ABSTRACT NO. 830

1/2" FIR (C.M.)

SEE DETAIL "A"

SEE DETAIL "B"

10' SANITARY SEWER EASEMENT
VOL. 70142, PG. 213
D.R.D.C.T.

SEE DETAIL "C"

SWIRCZYNSKI RESUBDIVISION OF LOTS 3 AND 4, BLOCK 7037 OF THE SULLIVAN AND COTTER SUBDIVISION
VOL. 41, PG. 47
M.R.D.C.T.

HIGHLAND PARTNERSHIP, LTD.
INST. NO. 201000054528
O.P.R.D.C.T.

2107 HIGHLAND ROAD
TRACT 2 - BLK 7037
LA PRADERA PARTNERS, LTD.
VOL. 2004109, PG. 2359
O.P.R.D.C.T.

LOT 7, BLOCK 7037
PENZANCE HAMLET ADDITION
VOL. 70142, PG. 2137
D.R.D.C.T.

2165 HIGHLAND ROAD
CASA BLANCA VILLAGE, LLC
INST. NO. 200503613770
O.P.R.D.C.T.

UNPLATTED
2229 HIGHLAND ROAD
CITY OF DALLAS
INST. NO. 201000066579
O.P.R.D.C.T.

2107 HIGHLAND ROAD
TRACT 3 - BLK 7037
LA PRADERA PARTNERS, LTD.
VOL. 2004109, PG. 2359
O.P.R.D.C.T.

7.5' ALLEY
VOL. 209, PG. 1642
D.R.D.C.T.

20' EASEMENT FOR WIDENING HIGHLAND ROAD
VOL. 70142, PG. 2137
D.R.D.C.T.

1/2" FIR W/ CAP "PRP 4595" (C.M.)

1/2" FIR (C.M.)

MEA. 80.0'

MEA. 79.6'

1/2" FIR

1/2" FIR

HIGHLAND ROAD
(VARIABLE WIDTH R.O.W.)

BOUNDARY SURVEY
OF
2165 HIGHLAND ROAD
2.489 ACRE TRACT
PART OF LOT 7, BLOCK 7037
PENZANCE HAMLET ADDITION
SITUATED IN THE
C. LOVEJOY SURVEY, ABSTRACT NO. 830
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY OF DALLAS DRAWING NUMBER 043D-15
FOR
CITY OF DALLAS

LEGEND:

1/2" FIR W/CAP	1/2 INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
INST. NO.	INSTRUMENT NUMBER
(C.M.)	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
( )	RECORD CALL
MEA.	MEASURED
U.T.S.	UNABLE TO SET

FIELD NOTES APPROVED
JEB 3/15/12

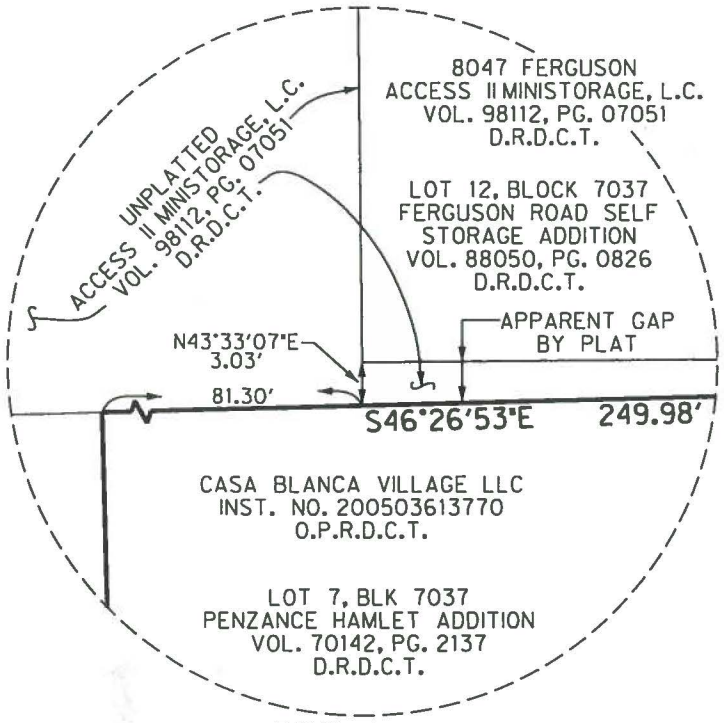
PREPARED BY :
HALFF
1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 75081 (214) 346-6200

3/4

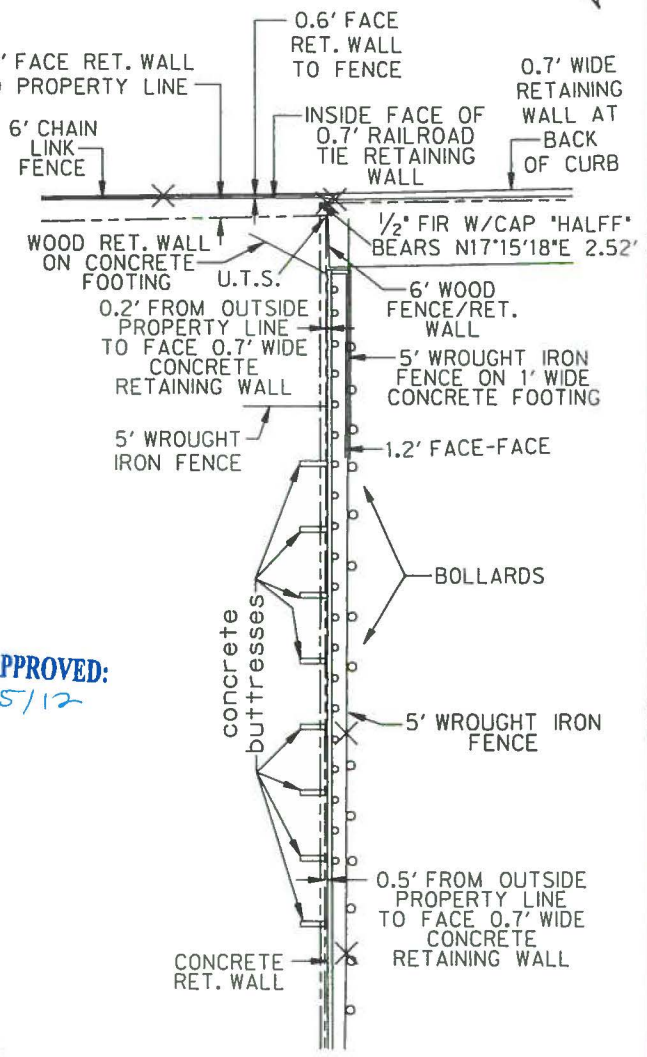
3/13/2012 8:27:52 AM ah2292 HALFF I:\28000s\28465\SI01\CADD\Sheets\V101-BS03-28465.dgn

FIELD NOTES DESCRIBING 2.489 AC. (108,436 SQ. FT.) IN CITY BLOCK 7037 TO BE ACQUIRED FOR PARK FROM CASA BLANCA VILLAGE LLC

EXHIBIT A

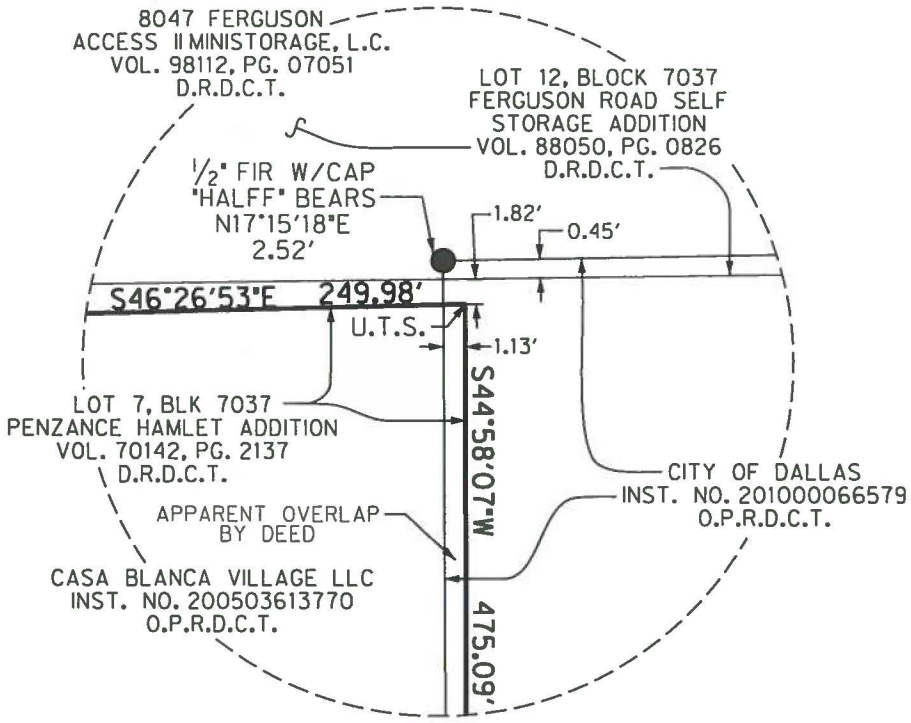


DETAIL "A"
N.T.S.



DETAIL "C"
N.T.S.

FIELD NOTES APPROVED:
DER 3/15/12



DETAIL "B"
N.T.S.

BOUNDARY SURVEY

OF

2165 HIGHLAND ROAD
2.489 ACRE TRACT

PART OF LOT 7, BLOCK 7037
PENZANCE HAMLET ADDITION
SITUATED IN THE
C. LOVEJOY SURVEY, ABSTRACT NO. 830
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY OF DALLAS DRAWING NUMBER 043D-15

FOR

CITY OF DALLAS

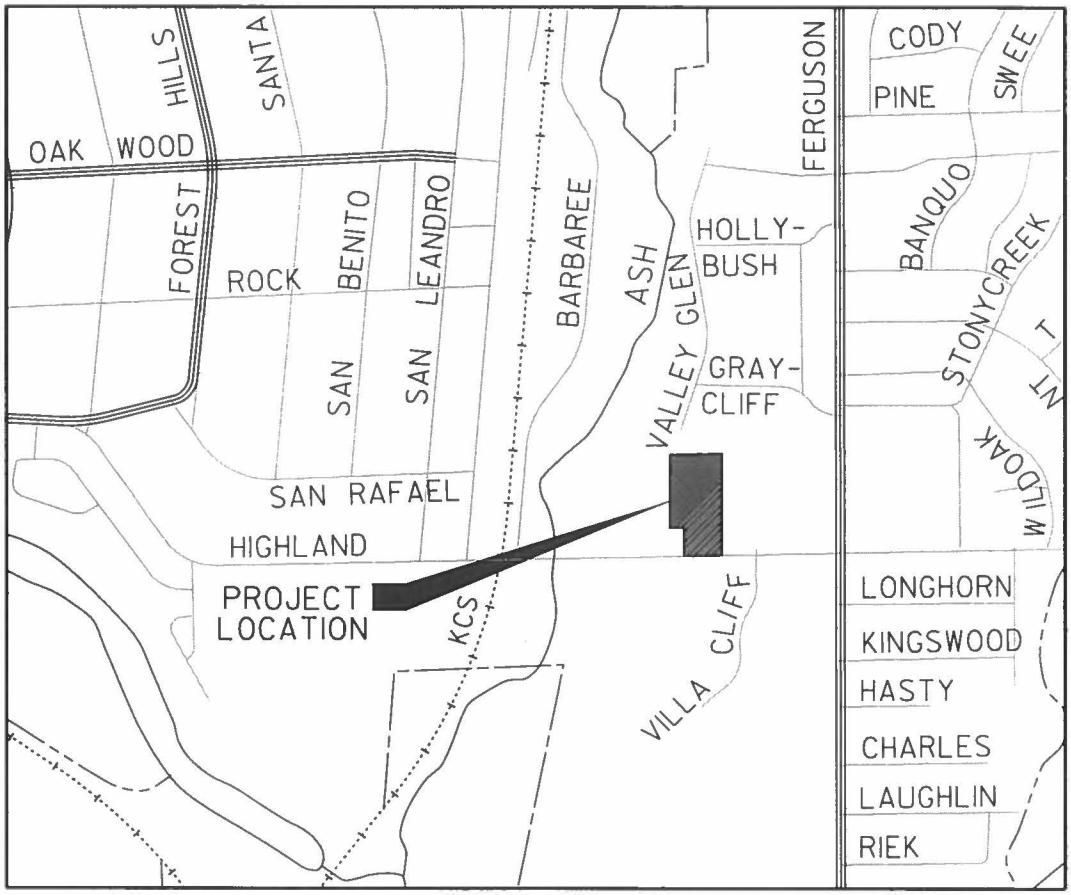
PREPARED BY :

HALFF
1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 75081 (214) 346-6200

3/13/2012 8:28:17 AM ah2292 HALFF I:\28000s\28465\SI01\CADD\Sheets\V101-BS03-28465.dgn

FIELD NOTES DESCRIBING 2.489 AC. (108,436 SQ. FT.)
IN CITY BLOCK 7037
TO BE ACQUIRED FOR PARK FROM
CASA BLANCA VILLAGE LLC

EXHIBIT A



LOCATION MAP

NOT TO SCALE

AGENDA ITEM # 30

KEY FOCUS AREA:	Economic Vibrancy
AGENDA DATE:	April 26, 2017
COUNCIL DISTRICT(S):	1, 2, 3, 4, 6, 7, 8, 9, 10
DEPARTMENT:	Sustainable Development and Construction
CMO:	Majed Al-Ghafry, 670-3302
MAPSCO:	16Y 33M 39N 43K 45Z 46F R S T U W X Y Z 47N S W 49W 53K 55K T X Z 56B C D G X 64G 65A C D F V 66A E R U 68D 71A-C 76A

SUBJECT

Authorize **(1)** the quitclaim of 70 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale to the highest bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Revenue: $907,508

BACKGROUND

This item authorizes the quitclaim of 70 properties that were foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court and the release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment. These properties are being sold to the highest bidders and will return to the tax rolls upon conveyance.

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

All properties were reviewed by the Housing Department for infill housing and were not desired for that program.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $907,507.68

OWNERS

1600 Pennsylvania, Inc.
St. Phillips School and Community Center
Terry J. Flowers, Director

3RC Assets, LLC
Douglas Brower, Managing Member

Adia Partnership, LLC
Timothy Lukas Petrash, Managing Member

Be Real Entertainment, Inc.
Clinton Garland, President

Carranza Investments LLC
Juan Carranza, Managing Member

County Land and Water LLC
Wayne Prokay, Managing Member

Jomel MTG, LLC
John DSilva, Managing Member

KCRB, LLC
Cynthia Brewer, Managing Member

KW New Vision Properties and Land, Inc.
Kelvin Williams, President

Manchester Realty, LLC
Devan Earle, Managing Member

Nearer to Nature, LLC
Timothy Lukas Petrash, Managing Member

Nextlots Now L.L.C.
Lee J. Schmitt, Managing Member

Phoenician Real Estate Investments
Scottie Smith, Managing Member

OWNERS (continued)

Royal Crown Investments, LLC
Bharatwaj Nanandhan, Managing Manager

Safe Capital Investments, LLC
Peyman Etebari, Managing Member

Stellar Divisions, LLC
Slyvester Asenime, Managing Member

Tandees Enterprises, Inc.
Mohammad Jafar Najimi, President

Texas Auctions DFW, LLC
John Mark Stephens, Managing Member

Texas Ramsey Development Group, LLC
Chi Wai Lai, Managing Member

The Redeemed Christian Church of God, The Winners Assembly Incorporated
Raphael Adebayo, Managing Member

Aaron A. Long

Alex T. Wong

Amanda V. Paniagua

Amir Azam

Benito Mojica

Charles Hunter Wright

Fengwu Chao

Gardner Brewer

Gloria Figueroa

OWNERS (continued)

Jeffrey Ware

Jose R. Gonzalez

Joshua Dunlap

Kirby McGee

Mayra Huerta

Nora Gonzalez

Pablo Bahena

Patrick Simmons

Riley Stallworth

Tabitha Harris

MAP

Attached

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
PROPERTY LIST

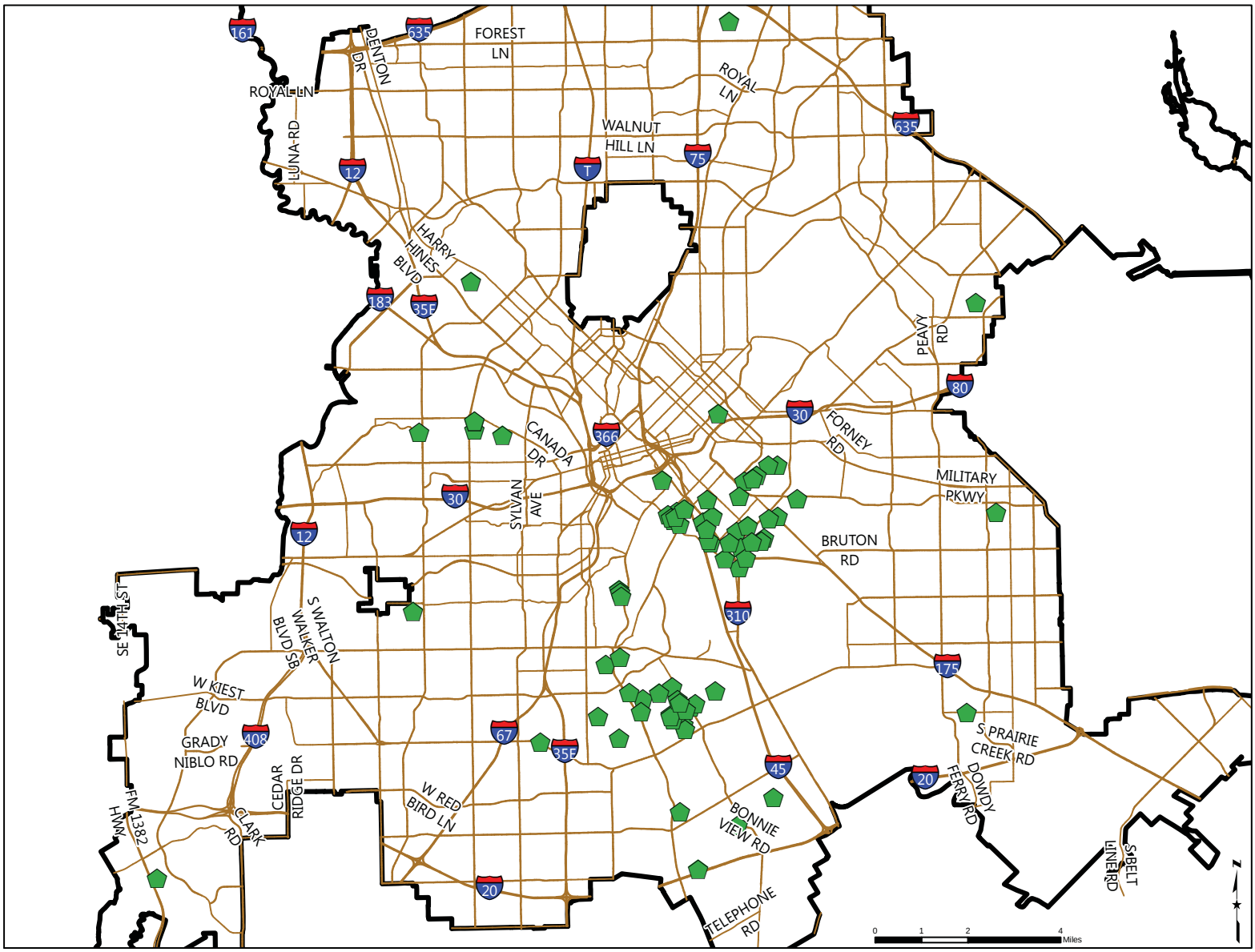
ITEM #	STREET ADDRESS	VAC/ IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	DCAD	HIGHEST BIDDER
1	2624 51ST	V	4	R-7.5(A)	.2974	$33,490.00	7	$1,687.50	$7,900.00	$36,010.00	Jose R. Gonzalez
2	2213 ANDERSON	V	7	PD 595	.1670	$5,906.00	13	$575.00	$4,561.00	$16,270.00	Riley Stallworth
3	2323 E. ANN ARBOR	V	4	R-7.5(A)	.1683	$6,900.00	11	$1,000.00	$6,175.00	$6,900.00	Nextlots Now L.L.C.
4	3830 ARANSAS	I	6	R-5(A)	.1688	$25,560.00	26	$4,000.00	$37,500.00	$25,560.00	Mayra Huerta
5	2420 BOMBAY	V	2	R-7.5(A)	.1278	$51,234.00	25	$4,000.00	$52,105.00	$50,420.00	3RC Assets, LLC
6	2701 BRITTON	V	4	R-7.5(A)	.2102	$15,641.00	15	$2,000.00	$15,201.00	$33,480.00	Amir Azam
7	2618 CARPENTER	V	7	PD-595	.1699	$35,920.00	10	$500.00	$2,300.00	$6,000.00	Benito Mojica
8	3533 CAUTHORN	V	7	PD-595	.1632	$16,484.00	2	$1,000.00	$2,250.00	$30,420.00	Texas Auctions DFW, LLC
9	4621 COLLINS	V	7	R-5(A)	.1261	$3,900.00	7	$500.00	$2,699.00	$5,000.00	Manchester Realty, LLC
10	4523 COLWICK	I	4	R-5(A)	.2775	$35,707.00	14	$6,000.00	$28,500.00	$35,070.00	Nora Gonzalez
11	1231 COOMBS CREEK	V	1	R-7.5(A)	.1699	$73,450.00	27	$1,000.00	$24,751.00	$72,310.00	Amanda V. Paniagua
12	1817 COOPER	V	7	D(A)	.1067	$2,630.00	6	$1,000.00	$3,300.00	$4,470.00	1600 Pennsylvania, Inc.
13	4817 CORRIGAN	V	4	R-7.5(A)	.5210	$1,797.00	8	$1,000.00	$12,501.00	$17,020.00	Amanda V. Paniagua
14	4503 CRANFILL	V	4	R-7.5(A)	.9755	$31,170.00	10	$1,000.00	$26,100.00	$37,200.00	Pablo Bahena
15	2843 CYPRESS	V	7	R-7.5(A)	.2417	$12,846.00	10	$1,000.00	$12,500.00	$28,740.00	KW New Vision Properties and Land, Inc.
16	12304 DANDRIDGE	V	10	R-7.5(A)	.1734	$39,545.00	22	$1,000.00	$26,121.00	$29,720.00	Carranza Investments LLC
17	2415 DATHE	I	7	PD-595	.1215	$23,370.00	20	$750.00	$20,500.00	$23,370.00	Jose R. Gonzalez
18	3907 DE MAGGIO	V	7	R-5(A)	.1869	$9,717.00	1	$1,000.00	$2,250.00	$24,280.00	Texas Auctions DFW, LLC
19	4729 EAST SIDE	V	2	MF-2(A)	.1817	$31,680.00	24	$1,250.00	$111,000.00	$31,680.00	Safe Capital Investments, LLC
20	1535 E. ELMORE	I	4	R-7.5(A)	.1746	$34,326.00	20	$15,000.00	$37,751.00	$62,900.00	Amanda V. Paniagua
21	2859 FARRAGUT	V	7	PD 595	.0859	$12,434.00	2	$1,000.00	$2,011.00	$3,200.00	Tandees Enterprises, Inc.
22	8502 FIRESIDE	V	8	R-7.5(A)	.5164	$16,159.00	21	$2,000.00	$22,000.00	$28,690.00	Pablo Bahena
23	2408 GARDEN	V	7	PD 595	.1223	$13,895.33	3	$1,000.00	$4,003.00	$2,750.00	Patrick Simmons
24	4602 GARRISON	V	4	R-7.5(A)	.1610	$2,694.00	10	$1,000.00	$7,599.00	$7,020.00	Patrick Simmons

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
PROPERTY LIST

ITEM #	STREET ADDRESS	VAC/ IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	DCAD	HIGHEST BIDDER
25	4513 GARRISON	V	4	R-7.5(A)	.1698	$1,770.00	9	$1,000.00	$7,899.00	$7,400.00	Tandees Enterprises, Inc.
26	1012 GARZA	V	4	R-7.5(A)	.2204	$8,127.00	11	$1,000.00	$11,501.00	$12,500.00	Amanda V. Paniagua
27	3315 GOLDSPIER	V	7	PD 595	.1721	$11,318.00	3	$1,000.00	$4,004.00	$24,600.00	Patrick Simmons
28	3602 HAMILTON	V	7	PD 595	.1434	$32,890.00	3	$1,000.00	$2,541.00	$32,220.00	Aaron A. Long
29	1426 HENDRICKS	V	4	R-5(A)	.1652	$16,400.00	7	$1,000.00	$6,778.00	$21,450.00	Manchester Realty, LLC
30	1635 HERALD	V	7	PD 595	.1147	$6,000.00	6	$1,000.00	$4,000.00	$4,500.00	Tabitha Harris
31	2703 HILLGLENN	V	9	R-7.5(A)	.1951	$48,033.00	19	$2,000.00	$26,777.00	$61,510.00	Gardner Brewer
32	2827 HOLMES	V	7	PD 595	.2591	$15,164.00	9	$2,000.00	$10,888.00	$16,930.00	Joshua Dunlap
33	2403 HOOPER	V	7	PD-595	.1781	$1,771.00	7	$1,000.00	$10,555.00	$4,000.00	Nearer to Nature, LLC
34	6210 J J LEMMON	V	8	A(A)	2.8800	$38,788.00	16	$7,000.00	$37,650.00	$45,040.00	Kirby McGee
35	4415 JAMAICA	V	7	PD 595	.1203	$23,987.00	4	$1,000.00	$2,500.00	$24,250.00	Jose R. Gonzalez
36	2655 JENNINGS	V	4	R-5(A)	.1499	$19,100.00	12	$1,000.00	$8,770.00	$18,260.00	Be Real Entertainment, Inc.
37	2135 KATHLEEN	V	4	R-7.5(A)	.1652	$32,954.00	9	$1,000.00	$7,925.00	$32,960.00	Be Real Entertainment, Inc.
38	2902 KILBURN	V	4	R-5(A)	.1721	$13,822.00	8	$1,000.00	$5,801.00	$30,440.00	Tandees Enterprises, Inc.
39	2731 KILBURN	V	4	R-7.5(A)	.3063	$31,350.00	7	$1,000.00	$7,001.00	$31,350.00	Tandees Enterprises, Inc.
40	2510 KIRKLEY	V	8	R-7.5(A)	.1652	$18,022.00	5	$1,000.00	$5,050.00	$22,970.00	Patrick Simmons
41	4233 LANDRUM	V	4	R-7.5(A)	.2696	$8,630.00	7	$1,000.00	$5,275.00	$8,630.00	Nextlots Now L.L.C.
42	4307 LANDRUM	V	4	R-7.5(A)	.1773	$8,362.00	8	$1,000.00	$6,781.00	$13,140.00	Royal Crown Investments, LLC
43	1902 LEACREST	V	4	R-7.5(A)	.1443	$26,690.00	6	$1,500.00	$8,999.00	$26,690.00	KCRB, LLC
44	5207 S. MALCOLM X	V	7	PD 595	.1280	$10,813.00	3	$1,000.00	$2,301.00	$24,380.00	Tandees Enterprises, Inc.
45	2826 MARBURG	V	7	PD-595	.1713	$10,553.00	3	$3,000.00	$3,250.00	$9,720.00	Texas Auctions DFW, LLC
46	2318 MARBURG	V	7	R.5(A)	.2031	$3,900.00	5	$1,000.00	$3,200.00	$6,000.00	Benito Mojica
47	3143 MCDERMOTT	V	7	R-5(A)	.0773	$9,000.00	1	$1,000.00	$1,750.00	$5,000.00	Texas Auctions DFW, LLC
48	2925 NANDINA	V	8	R-7.5(A)	.3901	$35,697.00	10	$1,000.00	$8,150.00	$46,330.00	Gardner Brewer
49	3712 OLNEY	V	8	R-5(A)	.1454	$24,871.00	10	$1,000.00	$5,500.00	$31,540.00	Stellar Divisions, LLC

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
PROPERTY LIST

ITEM #	STREET ADDRESS	VAC/ IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	DCAD	HIGHEST BIDDER
50	4134 OPAL	I	4	R-7.5(A)	.2086	$31,940.00	12	$6,000.00	$25,777.00	$31,940.00	Jomel MTG, LLC
51	1815 PARK ROW	V	7	MF-2(A)	.2036	$15,710.00	20	$1,000.00	$10,000.00	$20,940.00	Jeffrey Ware
52	509 PARKWOOD	V	4	R-7.5(A)	.2832	$17,100.00	10	$2,000.00	$11,155.00	$16,000.00	Adia Partnership, LLC
53	2901 PARNELL	V	7	PD 595	.1756	$7,650.00	11	$1,000.00	$10,788.00	$19,130.00	Fengwu Chao
54	2724 PARNELL	V	7	PD 595	.1605	$8,750.00	7	$1,000.00	$10,000.00	$17,500.00	Jeffrey Ware
55	2828 PARNELL	V	7	PD 595	.4063	$26,550.00	9	$3,000.00	$21,777.00	$44,250.00	Manchester Realty, LLC
56	1313 PEABODY	V	7	PD 595	.2655	$11,570.00	5	$2,000.00	$7,777.00	$28,920.00	Phoenician Real Estate Investments
57	4006 PENELOPE	V	7	PD 595	.1380	$15,971.00	6	$1,000.00	$10,800.00	$23,390.00	Alex T. Wong
58	3811 PENELOPE	V	7	PD 595	.1423	$14,295.00	3	$1,000.00	$2,900.00	$31,000.00	Jose R. Gonzalez
59	2625 PENNSYLVANIA	I	7	PD-595	.1453	$23,722.00	12	$6,000.00	$27,133.68	$30,350.00	Texas Ramsey Development Group, LLC
60	1624 POPLAR	V	7	PD 595	.1721	$3,500.00	4	$1,000.00	$2,222.00	$6,750.00	County Land and Water LLC
61	1810 SOUTH	V	7	PD 595	.1721	$8,966.00	17	$1,000.00	$21,000.00	$11,250.00	The Redeemed Christian Church of God, The Winners Assembly, Incorporated
62	1407 SOUTH	V	7	PD 595	.1836	$7,870.00	14	$2,000.00	$8,888.00	$12,000.00	Joshua Dunlap
63	4010 SPENCE	V	7	R-5(A)	.1063	$3,904.98	2	$1,000.00	$2,200.00	$4,150.00	Tandees Enterprise, Inc.
64	2715 STEPHENSON	V	7	PD 595	.1239	$12,106.00	7	$500.00	$1,819.00	$19,170.00	Charles Hunter Wright
65	1431 STRICKLAND	V	4	R-5(A)	.1653	$7,414.00	9	$1,000.00	$5,577.00	$26,650.00	Manchester Realty, LLC
66	2446 VOLGA	V	4	R-7.5(A)	.1688	$14,345.00	11	$1,000.00	$10,900.00	$22,820.00	Jose R. Gonzalez
67	1510 E. WACO	V	4	R-5(A)	.1772	$31,520.00	10	$1,000.00	$5,489.00	$11,500.00	Manchester Realty, LLC
68	1442 WAWEENOC	V	4	R-7.5(A)	.1962	$10,588.00	7	$1,000.00	$7,502.00	$34,480.00	Patrick Simmons
69	3741 WENDELKIN	V	7	MF-2	.1248	$3,500.00	15	$500.00	$1,824.00	$4,900.00	Charles Hunter Wright
70	5967 WISDOM CREEK	V	3	PD-521	.1206	$12,357.18	17	$2,000.00	$25,555.00	$33,600.00	Gloria Figueroa


161
635
FOREST LN
DENTON DR
ROYAL LN
ROYAL LN
635
WALNUT HILL LN
75
T
LUNA RD
12
HARRY HINES BLVD
183
35E
PEAVY RD
80
30
FORNEY RD
CANADA DR
366
MILITARY PKWY
30
SYLVAN AVE
12
BRUTON RD
310
SE 14TH ST
S WALTON WALKER BLVD SB
W KIEST BLVD
175
S PRAIRIE CREEK RD
GRADY NIBLO RD
408
67
35E
45
20
FERRY RD
DOWDY
CEDAR RIDGE DR
W RED BIRD LN
BONNIE VIEW RD
FM 1382
HWY
CLARK RD
20
SABELT LINE RD
TELEPHONE RD
0
1
2
4
Miles

April 26, 2017

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

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

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

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

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

WHEREAS, the Properties were advertised in the Dallas Morning News on the dates indicated on Exhibit A; and

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

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

Now, Therefore,

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

SECTION 1. That upon receipt of the monetary consideration from the purchasers of the Properties listed on Exhibit A, and upon consent by the County and DISD, the City Manager after approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute Quitclaim Deeds to the Properties, conveying to the purchasers the right, title, and interest acquired or held by each taxing entity that was a party to the Judgment, subject to any right of redemption, post-Judgment taxes and post Judgment non-municipal liens, and in accordance with the written agreement of the terms, conditions, and release of the taxing entities.

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

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

SECTION 4. That to the extent authorized by law, any liens securing taxes referenced in Section 2 above are hereby released. That the City Manager, 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 0001, Department DEV, Balance Sheet 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

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/ IMP	OWNED BY TAXING ENTITIES	DMN DATES ADVERTISEMENT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER
1	2624 51ST	Lot 17-B, Block 45/5846	V	1, 2, 3	3/5 & 3/6	7	$1,687.50	$7,900.00	Jose R. Gonzalez
2	2213 ANDERSON	Lots 9 and 10, Block 2/2534	V	1, 2, 3	3/5 & 3/6	13	$575.00	$4,561.00	Riley Stallworth
3	2323 E. ANN ARBOR	Lot 6, Block 2/5851	V	1, 2, 3	3/5 & 3/6	11	$1,000.00	$6,175.00	Nextlots Now L.L.C.
4	3830 ARANSAS	Lot 16, Block 23/7146	I	1, 2, 3	3/5 & 3/6	26	$4,000.00	$37,500.00	Mayra Huerta
5	2420 BOMBAY	Lot 26, Block 3/5054	V	1, 2, 3	3/5 & 3/6	25	$4,000.00	$52,105.00	3RC Assets, LLC
6	2701 BRITTON	Lot 1, Block 33/4222	V	1; 2, 3	3/5 & 3/6	15	$2,000.00	$15,201.00	Amir Azam
7	2618 CARPENTER	Lot 5, Block C/1955	V	1, 2, 3	3/5 & 3/6	10	$500.00	$2,300.00	Benito Mojica
8	3533 CAUTHORN	Lot 9, Block 1/4455	V	1, 2, 3	3/5 & 3/6	2	$1,000.00	$2,250.00	Texas Auctions DFW, LLC
9	4621 COLLINS	Lot 9, Block 2417	V	1, 2, 3	3/5 & 3/6	7	$500.00	$2,699.00	Manchester Realty, LLC
10	4523 COLWICK	Lot 37, Block 1/5843	I	1, 2, 3	3/5 & 3/6	14	$6,000.00	$28,500.00	Nora Gonzalez
11	1231 COOMBS CREEK	Lot 9, Block 4/4800	V	1, 2, 3	3/5 & 3/6	27	$1,000.00	$24,751.00	Amanda V. Paniagua
12	1817 COOPER	Lot 5, Block 4/1187	V	1, 2, 3	3/5 & 3/6	6	$1,000.00	$3,300.00	1600 Pennsylvania, Inc.
13	4817 CORRIGAN	Parts of Lots 10-13, Block 44/5845	V	1, 2, 3	3/5 & 3/6	8	$1,000.00	$12,501.00	Amanda V. Paniagua
14	4503 CRANFILL	Tract 1 (92.7x462.5), Block 31/8617	V	1, 2, 3	3/5 & 3/6	10	$1,000.00	$26,100.00	Pablo Bahena
15	2843 CYPRESS	Lot 14, Block 1/6745	V	1, 2, 3	3/5 & 3/6	10	$1,000.00	$12,500.00	KW New Vision Properties and Land, Inc.
16	12304 DANDRIDGE	Lot 10, Block 18/7328	V	1, 2, 3	3/5 & 3/6	22	$1,000.00	$26,121.00	Carranza Investments LLC
17	2415 DATHE	Lot 14, Block A/1711	I	1, 2, 3	3/5 & 3/6	20	$750.00	$20,500.00	Jose R. Gonzalez
18	3907 DE MAGGIO	Lot 2, Block 1/6124	V	1, 2, 3	3/5 & 3/6	1	$1,000.00	$2,250.00	Texas Auctions DFW, LLC
19	4729 EAST SIDE	Being Tract 23, Block 801 ½	V	1, 2, 3	3/5 & 3/6	24	$1,250.00	$111,000.00	Safe Capital Investments, LLC
20	1535 E. ELMORE	Lot 30, Block L/4242	I	1, 2, 3	3/5 & 3/6	20	$15,000.00	$37,751.00	Amanda V. Paniagua
21	2859 FARRAGUT	Lot 15, Block 1/4430	V	1, 2, 3	3/5 & 3/6	2	$1,000.00	$2,011.00	Tandees Enterprises, Inc.
22	8502 FIRESIDE	Lot 103, Block 7843	V	1, 2, 3	3/5 & 3/6	21	$2,000.00	$22,000.00	Pablo Bahena
23	2408 GARDEN	Lot 16, Block A/2246	V	1, 2, 3	3/5 & 3/6	3	$1,000.00	$4,003.00	Patrick Simmons
24	4602 GARRISON	Lot 1, Block C/5149	V	1, 2, 3	3/5 & 3/6	10	$1,000.00	$7,599.00	Patrick Simmons
25	4513 GARRISON	Lot 4, Block A/5147	V	1, 2, 3	3/5 & 3/6	9	$1,000.00	$7,899.00	Tandees Enterprises, Inc.
26	1012 GARZA	Lot J, Block 6006	V	1, 2, 3	3/5 & 3/6	11	$1,000.00	$11,501.00	Amanda V. Paniagua

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

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
EXHIBIT A

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/ IMP	OWNED BY TAXING ENTITIES	DMN DATES ADVERTISEMENT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER
27	3315 GOLDSPIER	Lot 13, Block A/4450	V	1, 2, 3	3/5 & 3/6	3	$1,000.00	$4,004.00	Patrick Simmons
28	3602 HAMILTON	Lot 10, Block E/1628	V	1, 2, 3	3/5 & 3/6	3	$1,000.00	$2,541.00	Aaron A. Long
29	1426 HENDRICKS	Lot 7, Block 25/3586	V	1, 2, 3	3/5 & 3/6	7	$1,000.00	$6,778.00	Manchester Realty, LLC
30	1635 HERALD	Lot 9, Block 5/2120	V	1, 2, 3	3/5 & 3/6	6	$1,000.00	$4,000.00	Tabitha Harris
31	2703 HILLGLENN	Lot 44, Block C/7311	V	1, 2, 3	3/5 & 3/6	19	$2,000.00	$26,777.00	Gardner Brewer
32	2827 HOLMES	Lot 8, Block 3/1128	V	1, 2, 3	3/5 & 3/6	9	$2,000.00	$10,888.00	Joshua Dunlap
33	2403 HOOPER	Lots 50, 51 and 52, Block 2/2539	V	1, 2, 3	3/5 & 3/6	7	$1,000.00	$10,555.00	Nearer to Nature, LLC
34	6210 J J LEMMON	Block 8255	V	1, 2, 3	3/5 & 3/6	16	$7,000.00	$37,650.00	Kirby McGee
35	4415 JAMAICA	Lot 4, Block A/2431	V	1, 2, 3	3/5 & 3/6	4	$1,000.00	$2,500.00	Jose R. Gonzalez
36	2655 JENNINGS	Lot 13, Block 19/5855	V	1, 2, 3	3/5 & 3/6	12	$1,000.00	$8,770.00	Be Real Entertainment, Inc.
37	2135 KATHLEEN	Lot 18, Block C/5854	V	1, 2, 3	3/5 & 3/6	9	$1,000.00	$7,925.00	Be Real Entertainment, Inc.
38	2902 KILBURN	Lot 11, Block 2/5843	V	1, 2, 3	3/5 & 3/6	8	$1,000.00	$5,801.00	Tandees Enterprises, Inc.
39	2731 KILBURN	Lot 24, Block A/5847	V	1, 2, 3	3/5 & 3/6	7	$1,000.00	$7,001.00	Tandees Enterprises, Inc.
40	2510 KIRKLEY	Lot 7, Block 12/6887	V	1, 2, 3	3/5 & 3/6	5	$1,000.00	$5,050.00	Patrick Simmons
41	4233 LANDRUM	Lot 35, Block 6/6083	V	1, 2, 3	3/5 & 3/6	7	$1,000.00	$5,275.00	Nextlots Now L.L.C.
42	4307 LANDRUM	Lots 41 and 42, Block 3/6083	V	1, 2, 3	3/5 & 3/6	8	$1,000.00	$6,781.00	Royal Crown Investments, LLC
43	1902 LEACREST	Lot 14, Block 2/4381	V	1, 2, 3	3/5 & 3/6	6	$1,500.00	$8,999.00	KCRB, LLC
44	5207 S. MALCOLM X	Lot 2, Block 3/2496	V	1, 2, 3	3/5 & 3/6	3	$1,000.00	$2,301.00	Tandees Enterprises, Inc.
45	2826 MARBURG	Being the north half of Lot 6 and the south half of Lot 7, Block B/1773	V	1, 2, 3	3/5 & 3/6	3	$3,000.00	$3,250.00	Texas Auctions DFW, LLC
46	2318 MARBURG	Part of Lot 11 (Tract 3), Block B/1761	V	1, 2, 3	3/5 & 3/6	5	$1,000.00	$3,200.00	Benito Mojica
47	3143 MCDERMOTT	Lot 17 (southwest 33 1/3), Block 1802	V	1, 2, 3	3/5 & 3/6	1	$1,000.00	$1,750.00	Texas Auctions DFW, LLC
48	2925 NANDINA	The west 33.5 feet of Lot 5 and the east 35 feet of Lot 6, Block 16/7614	V	1, 2, 3	3/5 & 3/6	10	$1,000.00	$8,150.00	Gardner Brewer

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

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
EXHIBIT A

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/ IMP	OWNED BY TAXING ENTITIES	DMN DATES ADVERTISEMENT	# BIDS	MINIMUM BID	HIGHEST BID AMOUNT	HIGHEST BIDDER
49	3712 OLNEY	Lot 23, Block 2/8294	V	1, 2, 3	3/5 & 3/6	10	$1,000.00	$5,500.00	Stellar Divisions, LLC
50	4134 OPAL	Lot 17, Block 4340	I	1, 2, 3	3/5 & 3/6	12	$6,000.00	$25,777.00	Jomel MTG, LLC
51	1815 PARK ROW	Lot 12, Block 1/1123	V	1, 2, 3	3/5 & 3/6	20	$1,000.00	$10,000.00	Jeffrey Ware
52	509 PARKWOOD	Lot 4, Block 6/5982	V	1, 2, 3	3/5 & 3/6	10	$2,000.00	$11,155.00	Adia Partnership, LLC
53	2901 PARNELL	Lot 10, Block 8/1135	V	1, 2, 3	3/5 & 3/6	11	$1,000.00	$10,788.00	Fengwu Chao
54	2724 PARNELL	Lot 7, Block 1/1115	V	1, 2, 3	3/5 & 3/6	7	$1,000.00	$10,000.00	Jeffrey Ware
55	2828 PARNELL	Lot 73, Block 1/1115	V	1, 2, 3	3/5 & 3/6	9	$3,000.00	$21,777.00	Manchester Realty, LLC
56	1313 PEABODY	Being Lot 11 and the southwest 25 feet of Lot 10, Block B/1147	V	1, 2, 3	3/5 & 3/6	5	$2,000.00	$7,777.00	Phoenician Real Estate Investments
57	4006 PENELOPE	Lot 42, Block D/1846	V	1, 2, 3	3/5 & 3/6	6	$1,000.00	$10,800.00	Alex T. Wong
58	3811 PENELOPE	Lot 7, Block J/1846	V	1, 2, 3	3/5 & 3/6	3	$1,000.00	$2,900.00	Jose R. Gonzalez
59	2625 PENNSYLVANIA	Part of Lots 31 and 32, Block 26/1308	I	1, 2, 3	3/5 & 3/6	12	$6,000.00	$27,133.68	Texas Ramsey Development Group, LLC
60	1624 POPLAR	Lot 21, Block B/1603	V	1, 2, 3	3/5 & 3/6	4	$1,000.00	$2,222.00	County Land and Water LLC
61	1810 SOUTH	Lot 3, Block 5/1142	V	1, 2, 3	3/5 & 3/6	17	$1,000.00	$21,000.00	The Redeemed Christian Church of God, The Winners Assembly, Incorporated
62	1407 SOUTH	Being the northeast half of Lots 9 and 10, Block 3/1126	V	1, 2, 3	3/5 & 3/6	14	$2,000.00	$8,888.00	Joshua Dunlap
63	4010 SPENCE	Lot 7, Block 1278	V	1, 2, 3	3/5 & 3/6	2	$1,000.00	$2,200.00	Tandees Enterprise, Inc.
64	2715 STEPHENSON	Lot 11, Block 2/2492	V	1, 2, 3	3/5 & 3/6	7	$500.00	$1,819.00	Charles Hunter Wright
65	1431 STRICKLAND	Lot 25, Block 25/3586	V	1, 2, 3	3/5 & 3/6	9	$1,000.00	$5,577.00	Manchester Realty, LLC
66	2446 VOLGA	Lot 4, Block K/5855	V	1, 2, 3	3/5 & 3/6	11	$1,000.00	$10,900.00	Jose R. Gonzalez
67	1510 E. WACO	Lot 15, Block 22/3583	V	1, 2, 3	3/5 & 3/6	10	$1,000.00	$5,489.00	Manchester Realty, LLC
68	1442 WAWEENOC	Lot 14, Block 7/4303	V	1, 2, 3	3/5 & 3/6	7	$1,000.00	$7,502.00	Patrick Simmons
69	3741 WENDELKIN	Lot 1, Block A/1212	V	1, 2, 3	3/5 & 3/6	15	$500.00	$1,824.00	Charles Hunter Wright
70	5967 WISDOM CREEK	Lot 17, Block F/8709	V	1, 2, 3	3/5 & 3/6	17	$2,000.00	$25,555.00	Gloria Figueroa

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

AGENDA ITEM # 31

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction
Park & Recreation

CMO: Majed Al-Ghafry, 670-3302
Joey Zapata, 670-3009

MAPSCO: 46Q

SUBJECT

A resolution authorizing the conveyance of an easement containing approximately 23,303 square feet of land to Oncor Electric Delivery Company, LLC, for the construction, maintenance and use of power lines and electric transformer facilities across City-owned land located at the Texas State Fairground near the intersection of Washington and McKenzie Streets - Financing: No cost consideration to the City

BACKGROUND

This item authorizes the conveyance of an easement to Oncor Electric Delivery Company, LLC, located at the Texas State Fairground near the intersection of Washington and McKenzie Streets. This easement will allow for the construction, maintenance and use of power lines and electric transformer facilities to service the Fair Park Briscoe Carpenter Livestock Center.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 1, 2015, the Park and Recreation Board authorized a conveyance of an easement.

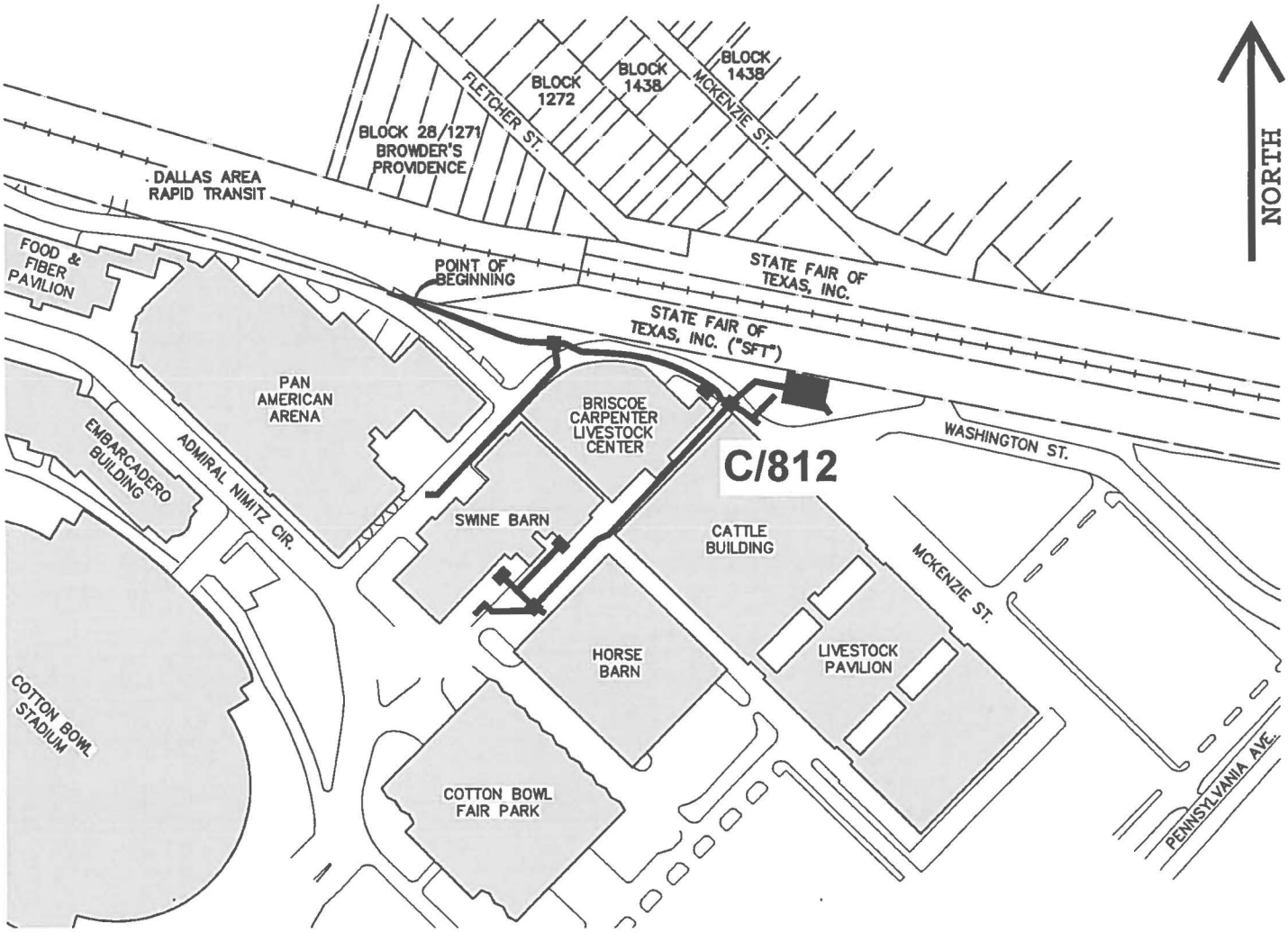
The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



■ = Easement

Street Address: 1331 Washington Street (Briscoe Carpenter Livestock Center)

April 26, 2017

WHEREAS, the City of Dallas owns certain land in City Block C/812, Dallas, Dallas County, Texas which is used for the Texas State Fair, an addition to the City of Dallas as created by the plat recorded in Volume 88084, Page 613, Deed Records, Dallas County Texas; and

WHEREAS, Oncor Electric Delivery Company, LLC has requested an easement containing approximately 23,303 square feet of land, being more fully described in Exhibit "A", attached hereto and incorporated herein for all purposes (the Easement); for the construction, maintenance and use of power lines and electric transformer facilities to service the Fair Park Briscoe Carpenter Livestock Center; and

WHEREAS, the City of Dallas needs and desires said utility service to the Fair Park Briscoe Carpenter Livestock Center and will be benefitted by the granting of said Easement and right-of-way.

Now Therefore,

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

SECTION 1. That the City Manager or designee is hereby authorized to sign and deliver an easement with Oncor Electric Delivery Company, LLC, approved as to form by the City Attorney, for the construction, maintenance and use of power lines and electric transformer facilities to service the City's facilities, including Fair Park Briscoe Carpenter Livestock Center, on approximately 23,303 square feet of land described in Exhibit "A".

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 23,303 square foot tract or parcel of land situated in the Thomas Lagow Survey, Section No. 22, Abstract No. 759, City of Dallas, Dallas County, Texas, and being part of Lot 1A, Block C/812, Texas State Fairgrounds Addition, an addition to the City of Dallas as created by the plat recorded in Volume 88084, Page 613, Deed Records, Dallas County, Texas, (D.R.D.C.T.) and being part of that 80 acre tract of land conveyed to the City of Dallas by deed recorded in Volume 325, Page 392, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found (Controlling Monument, Volume 2002171, Page 15334, D.R.D.C.T.) at an angle point in the south line of a tract of land conveyed to Dallas Area Rapid Transit by Deed Without Warranty recorded in Volume 2002171, Page 15334, Deed Records, Dallas County, Texas;

THENCE North 76° 24' 43" West (Basis of Bearings), along the south line of said Dallas Area Rapid Transit tract, a distance 2,533.08 feet to a PK nail found (Controlling Monument, Volume 2002171, Page 15334, D.R.D.C.T.) at the beginning of a tangent curve to the right;

THENCE in a northwesterly direction, continuing along the south line of said Dallas Area Rapid Transit tract and said tangent curve to the right whose chord bears North 75° 49' 22" West a distance of 117.29 feet, having a radius of 5,704.63 feet, a central angle of 01°10'41", and an arc distance of 117.29 feet to a PK nail found in the west line of the remainder of called Tract I conveyed to State Fair of Texas, Inc. by Deed Without Warranty recorded in Volume 96229, Page 3530, Deed Records, Dallas County, Texas, being the southwest corner of said Dallas Area Rapid Transit tract;

FIELD NOTES APPROVED:
DER 1-23-17

THENCE South 14° 45' 58" West, along the west line of said Tract I, a distance of 50.00 feet to a chiseled "X" in concrete found at the northwesterly corner of a tract of land conveyed to State Fair of Texas, Inc. by Deed Without Warranty recorded in Instrument No. 20080349139, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and the southwest corner of said Tract I;

THENCE South 85° 06' 17" West, along the northwest line of said State Fair of Texas, Inc. tract (Instrument No. 20080349139, O.P.R.D.C.T.), a distance of 226.24 feet to its intersection with the curving north line of said Lot 1A, said point being on a non-tangent curve, from which a 1/2 inch iron rod found at the northeasterly corner of said Lot 1A and the west corner of Lot 2A, Block C/812, said Texas State Fairgrounds Addition bears the following two calls: 1) In a southeasterly direction, along said non-tangent curve to the left whose chord bears South 74° 40' 38" East a distance of 168.19 feet, having a radius of 2,811.15 feet, a central angle of 03°25'42", and an arc distance of 168.21 feet, and 2) South 76° 23' 30" East (Plat: South 78° 56' 52" East) a distance of 908.12 feet;

THENCE in a northwesterly direction, along the common line between said Lot 1A and , and a tract of land described in a deed to Dallas Area Rapid Transit recorded in Volume 88083, Page 4905, Deed Records, Dallas County, Texas, and along said non-tangent

curve to the right whose chord bears North 72° 38' 05" West a distance of 32.24 feet, having a radius of 2,811.15 feet, a central angle of 00°39'25", and an arc distance of 32.24 feet to a chiseled "X" in concrete set (State Plane Coordinates, Texas North Central Zone, North American Datum of 1983 (2011): Northing: 6971662.48, Easting: 2503946.10) and the **POINT OF BEGINNING**;

THENCE, departing the northerly line of said Lot 1A, continuing over and across said Lot 1A the following courses and distances:

South 65° 36' 57" East a distance of 156.46 feet to a chiseled "X" in concrete set (State Plane Coordinates, Texas North Central Zone, NAD 83 (2011): Northing: 6971605.71, Easting: 2504091.88) at the beginning of a tangent curve to the left;

Along said tangent curve to the left whose chord bears South 74° 28' 25" East a distance of 32.05 feet, having a radius of 95.00 feet, a central angle of 19° 25' 14" and an arc length of 32.20 feet to a chiseled "X" in concrete set;

South 84° 11' 02" East a distance of 28.95 feet to a chiseled "X" in concrete set;

North 05° 48' 58" East a distance of 6.00 feet to a chiseled "X" in concrete set;

South 84° 11' 02" East a distance of 22.00 feet to a chiseled "X" in concrete set;

South 05° 48' 58" West a distance of 6.00 feet to a chiseled "X" in concrete set;

South 84° 11' 02" East a distance of 5.64 feet to a chiseled "X" in concrete set;

South 61° 41' 02" East a distance of 31.36 feet to a chiseled "X" in concrete set;

South 84° 11' 02" East a distance of 42.93 feet to a chiseled "X" in concrete set at the beginning of a tangent curve to the right;

Along said tangent curve to the right whose chord bears South 67° 08' 22" East a distance of 179.97 feet, having a radius of 307.00 feet, a central angle of 34° 05' 20" and an arc length of 182.65 feet to a chiseled "X" in concrete set at the end of said tangent curve to the right;

South 27° 43' 02" East a distance of 15.26 feet to a chiseled "X" in concrete set;

South 56° 19' 37" East a distance of 3.96 feet to a chiseled "X" in concrete set;

North 42° 14' 07" East a distance of 7.60 feet to a chiseled "X" in concrete set;

South 47° 45' 53" East a distance of 7.80 feet to a chiseled "X" in concrete set;

FIELD NOTES APPROVED:
DER 1-23-17

EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

North 51° 53' 11" East a distance of 45.34 feet to a chiseled "X" in concrete set;

South 75° 21' 14" East a distance of 47.85 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 14° 38' 46" East a distance of 20.00 feet to a chiseled "X" in concrete set;

South 75° 21' 14" East a distance of 68.17 feet to a chiseled "X" in concrete set;

South 14° 38' 46" West a distance of 35.42 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 30° 21' 14" East a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 59° 38' 46" West a distance of 10.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 30° 21' 14" West a distance of 9.60 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 75° 21' 14" West a distance of 68.61 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 14° 38' 46" East a distance of 20.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 75° 21' 14" West a distance of 42.89 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 51° 53' 11" West a distance of 38.67 feet to a chiseled "X" in concrete set;

South 47° 45' 53" East a distance of 4.06 feet to a chiseled "X" in concrete set;

South 42° 14' 07" West a distance of 4.38 feet to a chiseled "X" in concrete set;

South 55° 52' 41" East a distance of 14.34 feet to a chiseled "X" in concrete set;

South 48° 02' 39" East a distance of 11.84 feet to a chiseled "X" in concrete set;

North 47° 15' 00" East a distance of 46.89 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 42° 45' 00" East a distance of 10.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

FIELD NOTES APPROVED:
DFW 1-23-17

EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

South 47° 15' 00" West a distance of 45.96 feet to a chiseled "X" in concrete set;

South 48° 02' 39" East a distance of 8.46 feet to a chiseled "X" in concrete set;

South 41° 57' 21" West a distance of 10.00 feet to a chiseled "X" in concrete set;

North 48° 02' 39" West a distance of 29.66 feet to a chiseled "X" in concrete set;

North 55° 52' 41" West a distance of 15.08 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 42° 14' 07" West a distance of 7.52 feet to a chiseled "X" in concrete set;

North 47° 45' 53" West a distance of 6.81 feet to a chiseled "X" in concrete set;

South 46° 29' 35" West a distance of 270.37 feet to a chiseled "X" in concrete set;

South 69° 26' 29" West a distance of 18.48 feet to a chiseled "X" in concrete set;

South 46° 56' 29" West a distance of 133.55 feet to a chiseled "X" in concrete set;

South 43° 03' 31" East a distance of 6.00 feet to a chiseled "X" in concrete set;

South 46° 56' 29" West a distance of 3.06 feet to a chiseled "X" in concrete set;

South 57° 15' 19" East a distance of 8.00 feet to a chiseled "X" in concrete set;

South 32° 44' 41" West a distance of 10.00 feet to a chiseled "X" in concrete set;

North 57° 15' 19" West a distance of 10.53 feet to a chiseled "X" in concrete set;

South 46° 56' 29" West a distance of 8.63 feet to a chiseled "X" in concrete set;

North 43° 03' 31" West a distance of 6.79 feet to a chiseled "X" in concrete set;

North 87° 34' 43" West a distance of 63.78 feet to a chiseled "X" in concrete set;

North 42° 37' 03" West a distance of 13.01 feet to a chiseled "X" in concrete set;

South 47° 22' 57" West a distance of 18.00 feet to a chiseled "X" in concrete set;

North 42° 37' 03" West a distance of 10.00 feet to a chiseled "X" in concrete set;

FIELD NOTES APPROVED:
DER 1-23-17

EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

North 47° 22' 57" East a distance of 28.00 feet to a chiseled "X" in concrete set;

South 42° 37' 03" East a distance of 18.87 feet to a chiseled "X" in concrete set;

South 87° 34' 43" East a distance of 48.14 feet to a chiseled "X" in concrete set;

North 46° 56' 29" East a distance of 7.02 feet to a chiseled "X" in concrete set;

North 42° 35' 58" West a distance of 49.88 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 47° 24' 02" West a distance of 8.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 42° 35' 58" West a distance of 19.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

North 47° 24' 02" East a distance of 27.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 42° 35' 58" East a distance of 19.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 47° 24' 02" West a distance of 8.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set;

South 42° 35' 58" East a distance of 18.58 feet to a chiseled "X" in concrete set;

North 47° 24' 19" East a distance of 85.19 feet to a MAG nail set;

North 42° 35' 41" West a distance of 7.50 feet to a MAG nail set;

North 47° 24' 19" East a distance of 19.00 feet to a chiseled "X" in concrete set;

South 42° 35' 41" East a distance of 25.00 feet to a MAG nail set;

South 47° 24' 19" West a distance of 19.00 feet to a MAG nail set;

North 42° 35' 41" West a distance of 7.50 feet to a MAG nail set;

South 47° 24' 19" West a distance of 85.19 feet to a chiseled "X" in concrete set;

South 42° 35' 58" East a distance of 21.22 feet to a chiseled "X" in concrete set;

FIELD NOTES APPROVED:
DER 1-23-17

EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

North 46° 56' 29" East a distance of 5.91 feet to a chiseled "X" in concrete set;

South 43° 03' 31" East a distance of 6.00 feet to a chiseled "X" in concrete set;

North 46° 56' 29" East a distance of 135.54 feet to a chiseled "X" in concrete set;

North 69° 26' 29" East a distance of 18.44 feet to a chiseled "X" in concrete set;

North 46° 29' 35" East a distance of 267.60 feet to a chiseled "X" in concrete set;

North 47° 45' 53" West a distance of 5.17 feet to a chiseled "X" in concrete set;

North 42° 14' 07" East a distance of 4.29 feet to a chiseled "X" in concrete set;

North 56° 19' 37" West a distance of 5.00 feet to a chiseled "X" in concrete set;

North 27° 43' 02" West a distance of 14.78 feet to a chiseled "X" in concrete set;

South 46° 56' 44" West a distance of 16.94 feet to a chiseled "X" in concrete set;

North 43° 03' 16" West a distance of 25.00 feet to a chiseled "X" in concrete set;

North 46° 56' 44" East a distance of 13.08 feet to a chiseled "X" in concrete set at the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left whose chord bears North 69° 40' 43" West a distance of 148.78 feet, having a radius of 297.00 feet, a central angle of 29° 00' 38" and an arc length of 150.38 feet to a chiseled "X" in concrete set at the end of said non-tangent curve to the left;

North 84° 11' 02" West a distance of 44.92 feet to a chiseled "X" in concrete set;

North 61° 41' 02" West a distance of 31.36 feet to a chiseled "X" in concrete set;

North 84° 11' 02" West a distance of 3.65 feet to a chiseled "X" in concrete set;

South 05° 48' 58" West a distance of 6.00 feet to a chiseled "X" in concrete set;

North 84° 11' 02" West a distance of 3.84 feet to a chiseled "X" in concrete set;

South 04° 50' 51" East a distance of 27.60 feet to a chiseled "X" in concrete set;

South 46° 49' 23" West a distance of 279.70 feet to a chiseled "X" in concrete set;

FIELD NOTES APPROVED:
DEK 1-23-17

EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

North 87° 34' 43" West a distance of 20.97 feet to a chiseled "X" in concrete set;

North 02° 25' 17" East a distance of 10.00 feet to a chiseled "X" in concrete set;

South 87° 34' 43" East a distance of 16.76 feet to a chiseled "X" in concrete set;

North 46° 49' 23" East a distance of 270.65 feet to a chiseled "X" in concrete set;

North 04° 50' 51" West a distance of 24.64 feet to a chiseled "X" in concrete set;

North 84° 11' 02" West a distance of 7.98 feet to a chiseled "X" in concrete set;

North 05° 48' 58" East a distance of 6.00 feet to a chiseled "X" in concrete set;

North 84° 11' 02" West a distance of 28.95 feet to a chiseled "X" in concrete set at the beginning of a tangent curve to the right;

Along said tangent curve to the right whose chord bears North 74° 28' 25" West a distance of 35.42 feet, having a radius of 105.00 feet, a central angle of 19° 25' 14" and an arc length of 35.59 feet to a chiseled "X" in concrete set;

North 65° 36' 58" West a distance of 200.69 feet to a chiseled "X" in concrete set;

North 24° 23' 02" East a distance of 5.15 feet to a chiseled "X" in concrete set on the common line between said Lot 1A and said Dallas Area Rapid Transit tract (Volume 88083, Page 4905, D.R.D.C.T.), being on a non-tangent curve, from which a 5/8 inch iron rod found at an angle point in said common line bears the following two calls: 1) In a northwesterly direction, along said common line and said non-tangent curve to the right whose chord bears North 70° 51' 38" West a distance of 52.56 feet, having a radius of 2,811.15 feet, a central angle of 01°04'17", and an arc distance of 52.56 feet to a point, and 2) North 70° 19' 30" West (Plat: South 72° 52' 52" East) a distance of 727.40 feet;

FIELD NOTES APPROVED: DER 1-23-17

THENCE in a southeasterly direction, along the common line between said Lot 1A and said Dallas Area Rapid Transit tract (Volume 88083, Page 4905, D.R.D.C.T.) and along said non-tangent curve to the left whose chord bears South 71° 51' 04" East a distance of 44.64, having a radius of 2,811.15 feet, a central angle of 00°54'36", and an arc distance of 44.64 feet to the **POINT OF BEGINNING** and containing 23,303 square feet or 0.535 acres, more or less.

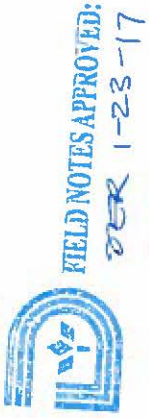
EXHIBIT A
EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, SECTION NO. 22, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BASIS OF BEARINGS: THE SOUTH LINE (NORTH 76° 24' 43" WEST) OF A TRACT OF LAND CONVEYED TO DALLAS AREA RAPID TRANSIT BY DEED RECORDED IN VOLUME 2002171, PAGE 15334, DEED RECORDS, DALLAS COUNTY, TEXAS.

COORDINATES HEREON ARE STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE, NAD 83 (2011) BASED ON REAL-TIME KINEMATIC OBSERVATIONS UTILIZING WESTERN DATA SYSTEMS VIRTUAL REFERENCE NETWORK. (COMBINED SCALE FACTOR: 1.000136506) ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES.



Dale R. White R.P.L.S. No. 4762
11/09/2016

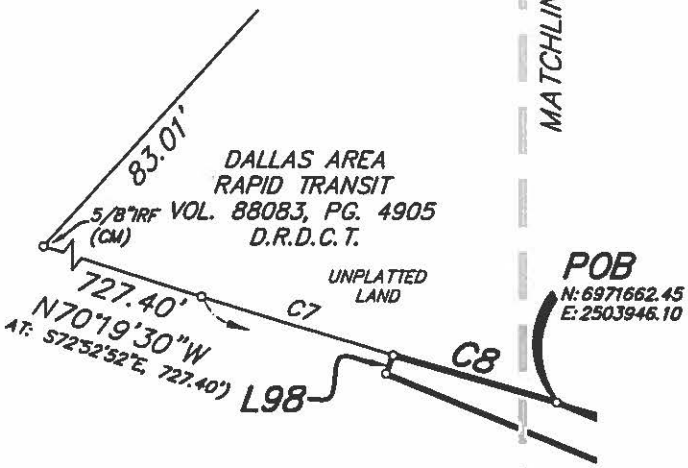


0 25 50 100

(FEET)

1 inch = 50 ft.





MATCHLINE SHEET 11

LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
VOLUME 88084, PAGE 613
D.R.D.C.T.

CITY OF DALLAS
VOLUME 325, PAGE 392
D.R.D.C.T.

STATE OF TEXAS
REGISTERED
DALE R. WHITE
4762
PROFESSIONAL
LAND SURVEYOR

Dale R. White R.P.L.S. NO. 4762
11/09/2016

BASIS OF BEARINGS: THE SOUTH LINE (N76°24'43"W) OF A TRACT OF LAND CONVEYED TO DALLAS AREA RAPID TRANSIT BY DEED WITHOUT WARRANTY RECORDED IN VOLUME 2002171, PAGE 15334, DEED RECORDS, DALLAS COUNTY, TEXAS.

CONTROLLING MONUMENTS: AS SHOWN.

EACH EASEMENT BOUNDARY CORNER IS A CHISELED "X" IN CONCRETE UNLESS OTHERWISE NOTED.

COORDINATES HEREON ARE STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE, NAD 83 (2011) BASED ON REAL-TIME KINEMATIC OBSERVATIONS UTILIZING WESTERN DATA SYSTEMS VIRTUAL REFERENCE NETWORK. (COMBINED SCALE FACTOR: 1.000136506) ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES.

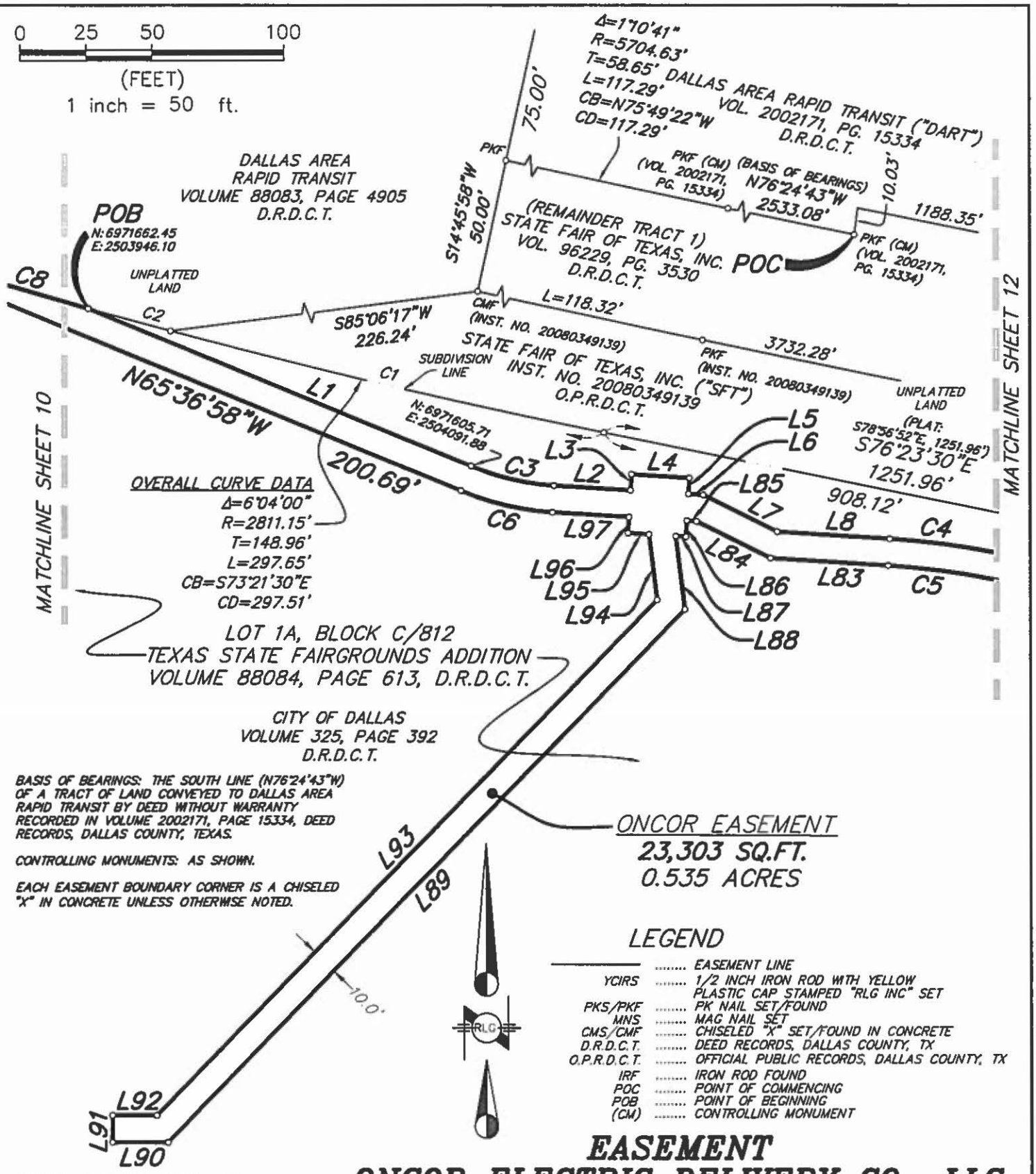
LEGEND

———	EASEMENT LINE
YCIRS	1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
PKS/PKF	PK NAIL SET/FOUND
MNS	MAG NAIL SET WITH SHINER
CMS/CMF	CHISELED "X" SET/FOUND IN CONCRETE
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
IRF	IRON ROD FOUND
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
(CM)	CONTROLLING MONUMENT

EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100941-00

SCALE	1" = 50'	DATE	11/17/2015	SHEET	9 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X

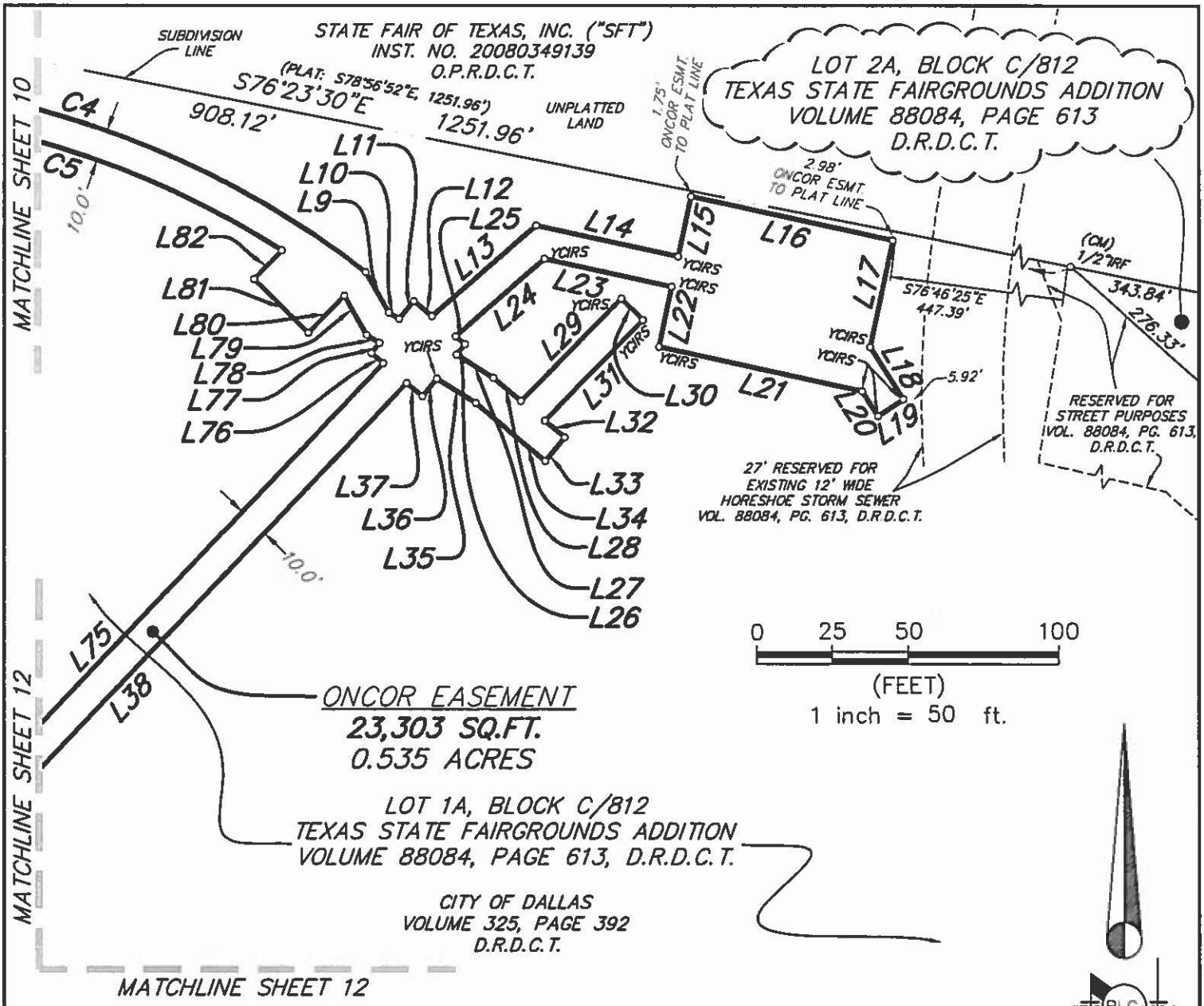


EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

COORDINATES HEREON ARE STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE, NAD 83 (2011) BASED ON REAL-TIME KINEMATIC OBSERVATIONS UTILIZING WESTERN DATA SYSTEMS VIRTUAL REFERENCE NETWORK. (COMBINED SCALE FACTOR: 1.000136506) ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REC #100341-00

SCALE	1" = 50'	DATE	11/17/2015	SHEET	10 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X



LEGEND

———	..... EASEMENT LINE
YCIRS	..... 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
PKS/PKF	..... PK NAIL SET/FOUND
MNS	..... MAG NAIL SET
CMS/CMF	..... CHISELED "X" SET/FOUND IN CONCRETE
D.R.D.C.T.	..... DEED RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	..... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
IRF	..... IRON ROD FOUND
POC	..... POINT OF COMMENCING
POB	..... POINT OF BEGINNING
(CM)	..... CONTROLLING MONUMENT

BASIS OF BEARINGS: THE SOUTH LINE (N76°24'43"W) OF A TRACT OF LAND CONVEYED TO DALLAS AREA RAPID TRANSIT BY DEED WITHOUT WARRANTY RECORDED IN VOLUME 2002171, PAGE 15334, DEED RECORDS, DALLAS COUNTY, TEXAS.

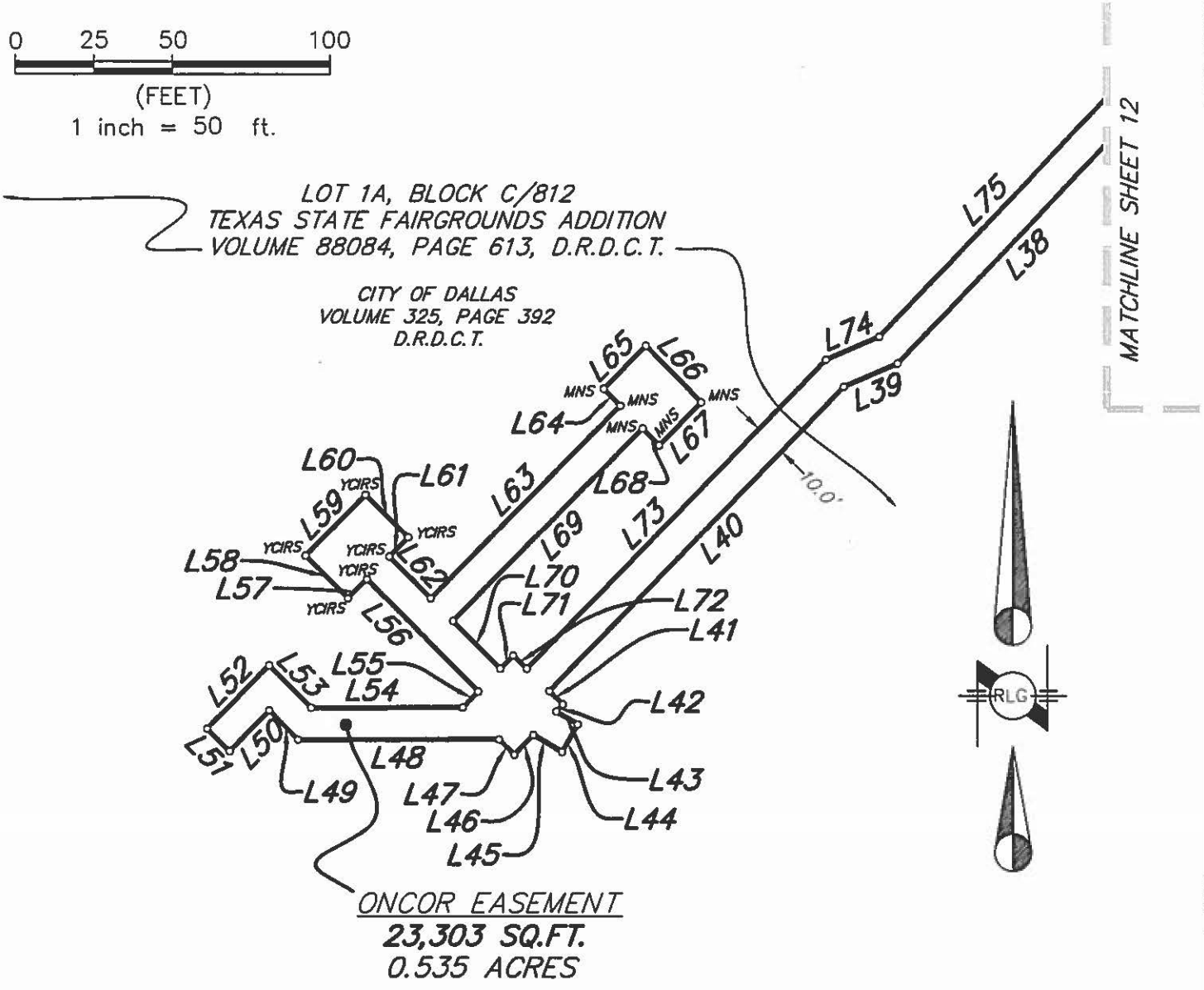
CONTROLLING MONUMENTS: AS SHOWN.

EACH EASEMENT BOUNDARY CORNER IS A CHISELED "X" IN CONCRETE UNLESS OTHERWISE NOTED.

EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100941-00

SCALE	1" = 50'	DATE	09/09/2016	SHEET	11 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X



LEGEND

———	EASEMENT LINE
YCIRS	1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
PKS/PKF	PK NAIL SET/FOUND
MNS	MAG NAIL SET
CMS/CMF	CHISELED "X" SET/FOUND IN CONCRETE
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
IRF	IRON ROD FOUND
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
(CM)	CONTROLLING MONUMENT

BASIS OF BEARINGS: THE SOUTH LINE (N76°24'43"W) OF A TRACT OF LAND CONVEYED TO DALLAS AREA RAPID TRANSIT BY DEED WITHOUT WARRANTY RECORDED IN VOLUME 2002171, PAGE 15334, DEED RECORDS, DALLAS COUNTY, TEXAS.

CONTROLLING MONUMENTS: AS SHOWN.

EACH EASEMENT BOUNDARY CORNER IS A CHISELED "X" IN CONCRETE UNLESS OTHERWISE NOTED.

EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REC #100341-00

SCALE	1" = 50'	DATE	11/17/2015	SHEET	12 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°36'57"E	156.46'
L2	S84°11'02"E	28.95'
L3	N05°48'58"E	6.00'
L4	S84°11'02"E	22.00'
L5	S05°48'58"W	6.00'
L6	S84°11'02"E	5.64'
L7	S61°41'02"E	31.36'
L8	S84°11'02"E	42.93'
L9	S27°43'02"E	15.26'
L10	S56°19'37"E	3.96'
L11	N42°14'07"E	7.60'
L12	S47°45'53"E	7.80'
L13	N51°53'11"E	45.34'
L14	S75°21'14"E	47.85'
L15	N14°38'46"E	20.00'
L16	S75°21'14"E	68.17'
L17	S14°38'46"W	35.42'

LINE TABLE		
LINE	BEARING	LENGTH
L18	S30°21'14"E	20.22'
L19	S59°38'46"W	10.00'
L20	N30°21'14"W	9.60'
L21	N75°21'14"W	68.61'
L22	N14°38'46"E	20.00'
L23	N75°21'14"W	42.89'
L24	S51°53'11"W	38.67'
L25	S47°45'53"E	4.06'
L26	S42°14'07"W	4.38'
L27	S55°52'41"E	14.34'
L28	S48°02'39"E	11.84'
L29	N47°15'00"E	46.89'
L30	S42°45'00"E	10.00'
L31	S47°15'00"W	45.96'
L32	S48°02'39"E	8.46'
L33	S41°57'21"W	10.00'
L34	N48°02'39"W	29.66'

LINE TABLE		
LINE	BEARING	LENGTH
L35	N55°52'41"W	15.08'
L36	S42°14'07"W	7.52'
L37	N47°45'53"W	6.81'
L38	S46°29'35"W	270.37'
L39	S69°26'29"W	18.48'
L40	S46°56'29"W	133.55'
L41	S43°03'31"E	6.00'
L42	S46°56'29"W	3.06'
L43	S57°15'19"E	8.00'
L44	S32°44'41"W	10.00'
L45	N57°15'19"W	10.53'
L46	S46°56'29"W	8.63'
L47	N43°03'31"W	6.79'
L48	N87°34'43"W	63.78'
L49	N42°37'03"W	13.01'
L50	S47°22'57"W	18.00'
L51	N42°37'03"W	10.00'

EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100341-00

SCALE	1" = 50'	DATE	11/17/2015	SHEET	13 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X

LINE TABLE		
LINE	BEARING	LENGTH
L52	N47°22'57"E	28.00'
L53	S42°37'03"E	18.87'
L54	S87°34'43"E	48.14'
L55	N46°56'29"E	7.02'
L56	N42°35'58"W	49.88'
L57	S47°24'02"W	8.50'
L58	N42°35'58"W	19.00'
L59	N47°24'02"E	27.00'
L60	S42°35'58"E	19.00'
L61	S47°24'02"W	8.50'
L62	S42°35'58"E	18.58'
L63	N47°24'19"E	85.19'
L64	N42°35'41"W	7.50'
L65	N47°24'19"E	19.00'
L66	S42°35'41"E	25.00'
L67	S47°24'19"W	19.00'
L68	N42°35'41"W	7.50'

LINE TABLE		
LINE	BEARING	LENGTH
L69	S47°24'19"W	85.19'
L70	S42°35'58"E	21.22'
L71	N46°56'29"E	5.91'
L72	S43°03'31"E	6.00'
L73	N46°56'29"E	135.54'
L74	N69°26'29"E	18.44'
L75	N46°29'35"E	267.60'
L76	N47°45'53"W	5.17'
L77	N42°14'07"E	4.29'
L78	N56°19'37"W	5.00'
L79	N27°43'02"W	14.78'
L80	S46°56'44"W	16.94'
L81	N43°03'16"W	25.00'
L82	N46°56'44"E	13.08'
L83	N84°11'02"W	44.92'
L84	N61°41'02"W	31.36'
L85	N84°11'02"W	3.65'

LINE TABLE		
LINE	BEARING	LENGTH
L86	S05°48'58"W	6.00'
L87	N84°11'02"W	3.84'
L88	S04°50'51"E	27.60'
L89	S46°49'23"W	279.70'
L90	N87°34'43"W	20.97'
L91	N02°25'17"E	10.00'
L92	S87°34'43"E	16.76'
L93	N46°49'23"E	270.65'
L94	N04°50'51"W	24.64'
L95	N84°11'02"W	7.98'
L96	N05°48'58"E	6.00'
L97	N84°11'02"W	28.95'
L98	N24°23'02"E	5.15'

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CH. BRG.	CHORD
C1	3°25'42"	2811.15'	84.13'	168.21'	S74°40'38"E	168.19'
C2	0°39'25"	2811.15'	16.12'	32.24'	N72°38'05"W	32.24'
C3	19°25'14"	95.00'	16.26'	32.20'	S74°28'25"E	32.05'
C4	34°05'20"	307.00'	94.12'	182.65'	S67°08'22"E	179.97'
C5	29°00'38"	297.00'	76.84'	150.38'	N69°40'43"W	148.78'
C6	19°25'14"	105.00'	17.97'	35.59'	N74°28'25"W	35.42'
C7	1°04'17"	2811.15'	26.28'	52.56'	N70°51'38"W	52.56'
C8	0°54'36"	2811.15'	22.32'	44.64'	S71°51'04"E	44.64'

EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC
PART OF
LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS

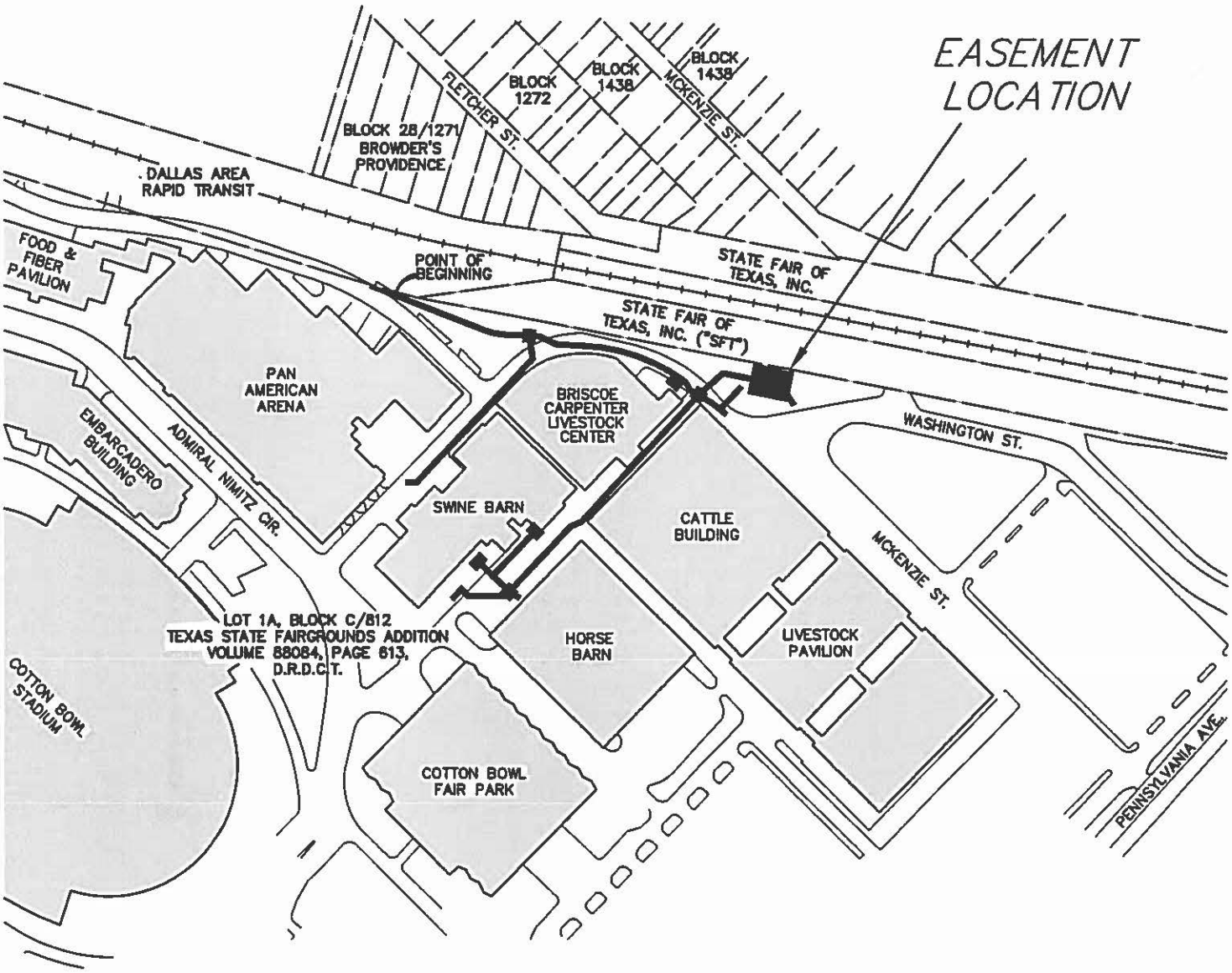
RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100341-00

SCALE	1" = 50'	DATE	11/17/2015	SHEET	14 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X

LOCATOR MAP

(NOT TO SCALE)

MAPSCO PAGE 46-Q and 46-L



EASEMENT
ONCOR ELECTRIC DELIVERY CO., LLC

PART OF

LOT 1A, BLOCK C/812
TEXAS STATE FAIRGROUNDS ADDITION

THOMAS LAGOW SURVEY, ABSTRACT NO. 759

CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100341-00

SCALE	1" = 50'	DATE	11/17/2015	SHEET	15 OF 15
JOB NO.	15143	E-FILE	15143.dwg	DWG NO.	26,294X

AGENDA ITEM # 32

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45A

SUBJECT

An ordinance granting a private license to AERC Turtle Creek, LLC for the use of approximately 7,086 square feet of land to occupy, maintain, and utilize nine private street lights, three tree up-lights and twenty-three trees on a portion of Hood and Brown Streets rights-of-way, located near the intersection of Hood and Brown Streets - Revenue: $300 one-time fee, plus the $20 ordinance publication fee

BACKGROUND

This item grants a private license to AERC Turtle Creek, LLC, for a use of approximately 7,086 square feet of land to occupy, maintain, and utilize nine private street lights, three tree up-lights and twenty-three trees on a portion of Hood and Brown Streets rights-of-way, near its intersection of Hood and Brown Streets. The use of this area will not impede pedestrian or vehicular traffic.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $300 one-time fee, plus the $20 ordinance publication fee

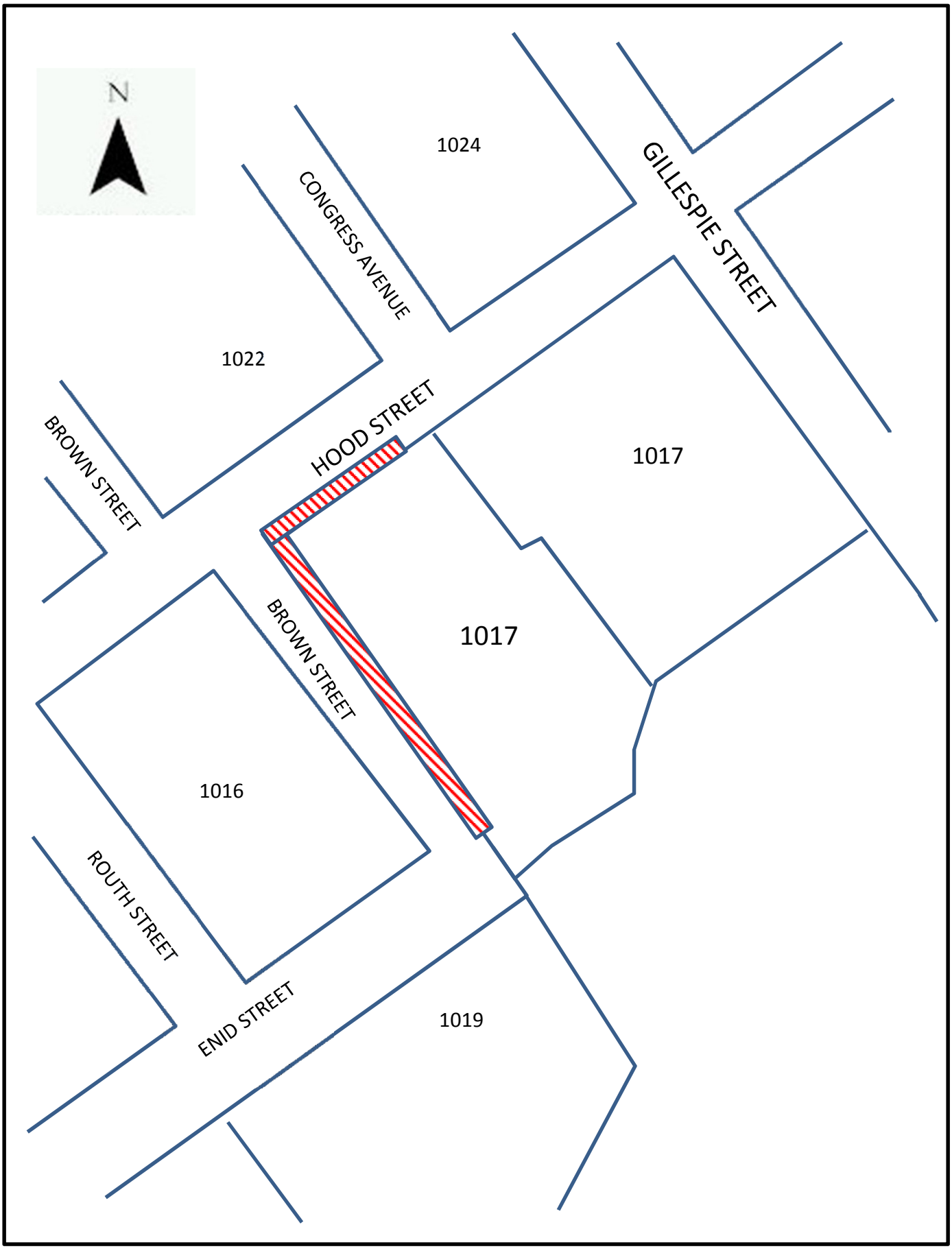
OWNER

AERC Turtle Creek, LLC

Jeffrey I. Friedman, President

MAP

Attached


N
1024
CONGRESS AVENUE
GILLESPIE STREET
1022
HOOD STREET
BROWN STREET
1017
1017
BROWN STREET
1016
ROUTH STREET
ENID STREET
1019
LICENSE AREA

ORDINANCE NO. _____

An ordinance granting a private license to AERC Turtle Creek, LLC, to occupy, maintain and utilize portions of Hood and Brown Streets rights-of-way located near the intersection of Hood and Brown Streets, adjacent to City Block 11/1017 within the limits hereinafter more fully described, for the purpose of installing, maintaining, and utilizing nine private street lights, three tree up-lights, and twenty-three trees; providing for the terms and conditions of this license; providing for the one-time fee 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 AERC Turtle Creek, 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 years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time license fee of **THREE HUNDRED AND NO/100 ($300.00) DOLLARS** for the license herein granted, said sum to be paid prior to final passage of this ordinance and shall cover the consideration for the license term in accordance with special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. 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 Fund 0001, Department DEV, Unit 1181, Revenue Code 8200.

SECTION 3. (continued)

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: install, use and maintain nine private street lights, three tree up-lights, and twenty-three trees.

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 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 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** must ensure all trees are trimmed as necessary to allow traffic control devices to be seen as city traffic engineers require for traffic safety operations.

b) **GRANTEE** acknowledges that Atmos has active facilities within the rights-of-way (ROW) of Hood and Brown Streets and if conflicts exist **GRANTEE** would be responsible to relocate those facilities.

c) **GRANTEE** shall enure a right-of-way permit prior to any work in the field.

d) **GRANTEE** must ensure that the Texas Department of Licensing and Regulation and Americans with Disability Act (TDLR/ADA) requirements for slope, clearance, widths and surface treatment are adhered to throughout the TDLR/ADA Accessible Route.

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, restriction and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within ten days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas.

SECTION 10. (continued)

Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee 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 shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and Construction

BY: _____
Assistant Director

Passed _____.

EXHIBIT A

PRIVATE LICENSE AREA
Part of Hood Street and Brown Street,
Adjacent to Lot 1K, Block 11/1017,
Plaza At Turtle Creek VI
J. A. Sylvester Survey, Abstract No. 1383
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 7,086 square foot (0.163 acre) tract of land situated in the J. A. Sylvester Survey, Abstract No. 1383, City of Dallas, Dallas County, Texas; said tract being part of that certain portion of Hood Street right-of-way dedicated by Ed C. Smith Oak Lawn Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 93, Page 232 of the Deed Records of Dallas County, Texas, part of that certain portion of the Hood Street right-of-way dedicated by The Plaza At Turtle Creek, an addition to the City of Dallas, Texas according to the plat recorded in Volume 95246, Page 7288 of said Deed Records and part of Brown Street right-of-way dedicated by Oak Lawn Place, an addition to the City of Dallas, Texas according to the plat recorded in Volume 130, Page 131 of said Deed Records, the last two portions being adjacent to Lot 1K, Block 11/1017, Plaza at Turtle Creek VI, an addition to the City of Dallas, Texas according to the plat recorded in Instrument No. 200600377727 of the Official Public Records of Dallas County, Texas; said tract also being adjacent to that certain tract of land described in Special Warranty Deed to AERC Turtle Creek, LLC recorded in Instrument No. 201100332383 of said Official Public Records; said 7,086 square foot tract being more particularly described as follows (bearing system for this survey based on a bearing of North 44 degrees, 56 minutes, 40 seconds West for the northeast right-of-way line of said Brown Street according to said plat of Plaza At Turtle Creek VI):

BEGINNING, at a 1/2-inch iron rod with "PACHECO-KOCH" cap found for corner in the southeast right-of-way line of said Hood Street (a variable width right-of-way, 45 feet wide at this point); said point being the northernmost corner of said Lot 1K and the westernmost corner of Lot 1H, Block 11/1017, Plaza at Turtle Creek IV, an addition to the City of Dallas, Texas according to the plat recorded in Volume 2001083, Page 13 of said Deed Records;

THENCE, South 45 degrees, 00 minutes, 00 seconds West, along the said southeast line of Hood Street and the northwest line of said Lot 1K, a distance of 208.47 feet to a 1/2-inch iron rod with "PACHECO-KOCH" cap found for corner; said point being at the north end of a right-of-way corner clip at the intersection of the said southeast line of Hood Street and the northeast right-of-way line of said Brown Street (a 50-foot wide right-of-way) and the northernmost west corner of said Lot 1K;

THENCE, South 00 degrees, 01 minutes, 48 seconds West, departing the said southeast line of Hood Street and along said right-of-way corner clip and the west line of said Lot 1K, a distance of 14.11 feet to a 1/2-inch iron rod with "PACHECO-KOCH" cap found for corner; said point being at the south end of said right-of-way corner clip and the southernmost west corner of said Lot 1K;

THENCE, South 44 degrees, 56 minutes, 40 seconds East, departing the said right-of-way corner clip and along the northeast line of Brown Street and the southwest line of said Lot 1K, a distance of 448.30 feet to a 60D nail found for corner; said point being the southernmost corner of said Lot 1K and the westernmost corner of that certain tract of land described in Special Warranty Deed to Republic Tower Property, LP recorded in Instrument No. 201400297278 of said Official Public Records;

(For SPRG use only)	
Reviewed By:	JD
Date:	5/26/2016
SPRG NO:	3340

EXHIBIT A

PRIVATE LICENSE AREA
Part of Hood Street and Brown Street,
Adjacent to Lot 1K, Block 11/1017,
Plaza At Turtle Creek VI
J. A. Sylvester Survey, Abstract No. 1383
City of Dallas, Dallas County, Texas

THENCE, South 45 degrees, 03 minutes, 20 seconds West, departing the said northeast line of Brown Street and the said southwest line of Lot 1K, a distance of 9.50 feet to a point for corner (not monumented);

THENCE, North 44 degrees, 56 minutes, 40 seconds West, a distance of 460.01 feet to a point for corner (not monumented);

THENCE, North 00 degrees, 01 minutes, 48 seconds East, a distance of 14.50 feet to a point for corner (not monumented);

THENCE, North 45 degrees, 00 minutes, 00 seconds East, a distance of 217.68 feet to a point for corner (not monumented);

THENCE, South 45 degrees, 00 minutes, 00 seconds East, a distance of 12.00 feet to the POINT OF BEGINNING;

CONTAINING, 7,086 square feet or 0.163 acres of land, more or less.

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

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

05/07/2015

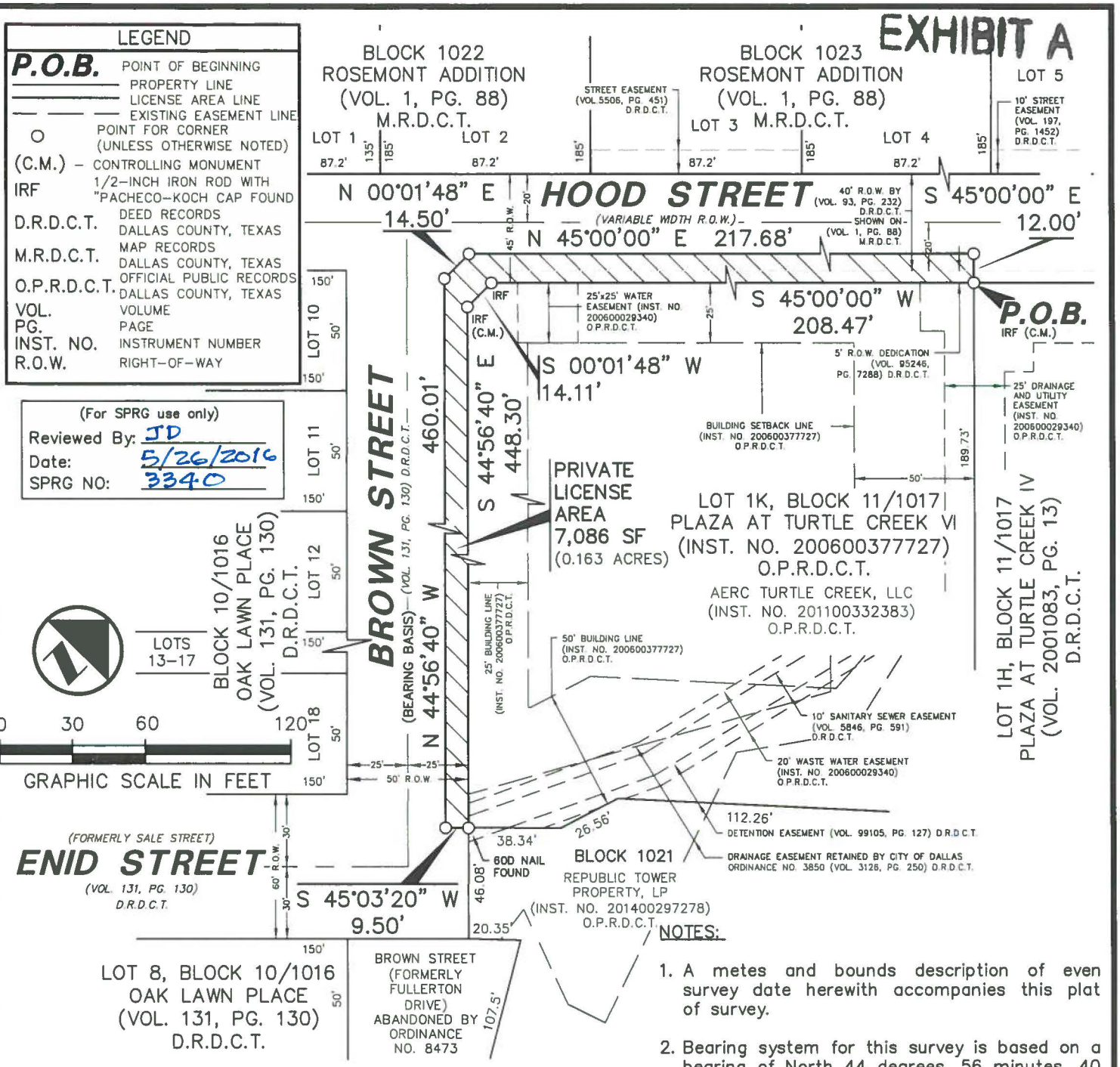
Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-10008000
Revised: 06/08/2015

STATE OF TEXAS REGISTERED MICHAEL C. CLOVER 5225 PROFESSIONAL LAND SURVEYOR

1445-11.302EX6.doc
1445-11.302EX6.dwg initials

(For SPRG use only)
Reviewed By: JD
Date: 5/26/2016
SPRG NO: 3340

EXHIBIT A



NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of North 44 degrees, 56 minutes, 40 seconds West for the northeasterly right-of-way line of Brown Street according to the plat of Plaza at Turtle Creek VI, an addition to the City of Dallas, Texas recorded in Instrument No. 200600377727 of the Official Public Records of Dallas County, Texas.

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

STATE OF TEXAS REGISTERED MICHAEL C. CLOVER 5225 PROFESSIONAL LAND SURVEYOR

Michael C. Clover
Registered Professional
Land Surveyor No. 5225
Revised: 06/08/2015
06/10/2015

Date
05/07/2015

Pacheco Koch
DALLAS • FORT WORTH • HOUSTON
8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MCC/PMD	1"=60	MAY 2015	1445-11.302

PRIVATE LICENSE AREA

PART OF BROWN STREET AND HOOD STREET
AND BEING
ADJACENT TO LOT 1K, BLOCK 11/1017
PLAZA AT TURTLE CREEK V1
J. A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS
PAGE 3 OF 3

DWG FILE: 1445-11.302EX6.DWG

M:\DWG-14\1445-11.302\DWG\SURVEY\1445-11.302EX6.DWG
05/25/2016 4:06PM
MCLOVER

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

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

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

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

(h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

AGENDA ITEM # 33

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34P Q T U

SUBJECT

An ordinance granting a private license to Fairfield Sadler, LLC, for the use of a total of approximately 19,364 square feet of land to occupy, maintain, and utilize thirty-six trees, fourteen benches, twenty-one private street lights, brick pavers with concrete finish and a landscape planter, on portions of Sadler Circle and Inwood Road rights-of-way, located near its intersection with Sadler Circle - Revenue: $500 one-time fee, plus the $20 ordinance publication fee

BACKGROUND

This item grants a private license to Fairfield Sadler, LLC for the use of a total of approximately 19,364 square feet of land to occupy, maintain, and utilize thirty-six trees, fourteen benches, twenty-one private street lights, brick pavers with concrete finish and a landscape planter, on portions of Sadler Circle and Inwood Road rights-of-way, located near its intersection with Sadler Circle. The use of this area will not impede pedestrian or vehicular traffic.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $500 one-time fee, plus the $20 ordinance publication fee

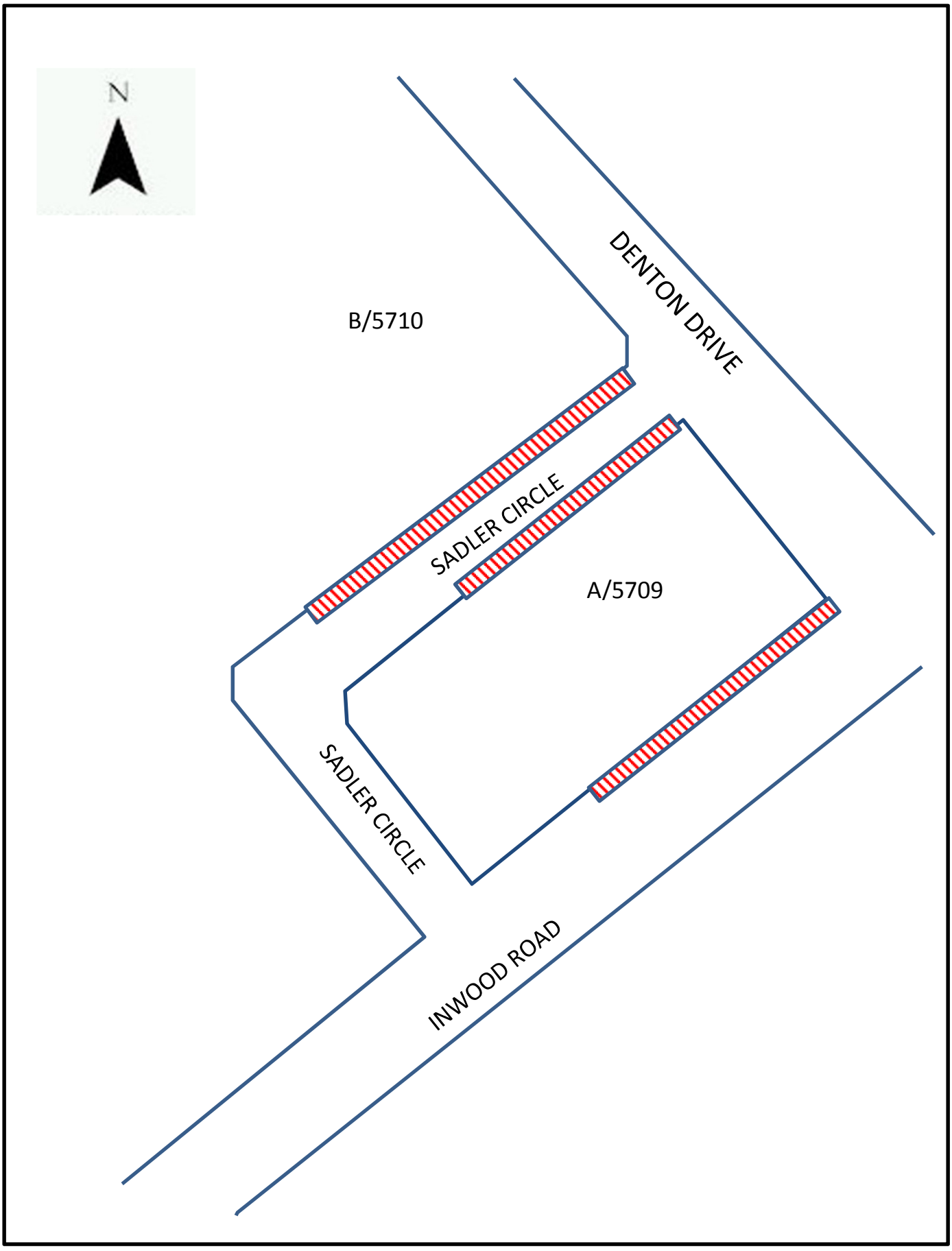
OWNER

Fairfield Sadler, LLC

Andrew Hinkelman, President

MAP

Attached



LICENSE AREA

ORDINANCE NO. _____

An ordinance granting a private license to Fairfield Sadler, LLC, to occupy, maintain and utilize portions of Sadler Circle and Inwood Road rights-of-way located near the intersection of Sadler Circle and Inwood Road, adjacent to City Blocks A/5709 & B/5710 within the limits hereinafter more fully described, for the purpose of installing, maintaining, and utilizing thirty-six trees, fourteen benches, twenty-one private street lights, brick pavers with concrete finish and a landscape planter; providing for the terms and conditions of this license; providing for the 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 Fairfield Sadler, 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 areas" which are attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of forty years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **FIVE HUNDRED AND NO/100 ($500.00) DOLLARS**, for the license herein granted, said sum to become due and payable on the final passage of this ordinance and shall cover the consideration for the license term, in accordance with special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. 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 Fund 0001, Department DEV, Unit 1181, Revenue Code 8200.

SECTION 3. (continued)

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 areas 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: to install, to use and maintain thirty-six trees, fourteen benches, twenty-one private street lights, brick pavers with concrete finish and a landscape planter.

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 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 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 ensure no items are placed within 18 inches of the curb. If the designed concrete, pavers or other specialty materials are used for the sidewalks, they must have the ability to be easily removed or have a sign post for placement of government regulation signs, if needed.

b) **GRANTEE** acknowledges Atmos has facilities within the licensed areas and will identify all facilities prior to beginning any work within the area. If conflicts exists, **GRANTEE** shall be responsible for the cost to relocate the facilities affected.

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, restriction and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee 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 shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and Construction

BY: _____
Assistant Director

Passed _____.

EXHIBIT A-TRACT 1

BEING 7,101 square foot (0.163 acre) tract of land situated in the Miles Bennett Survey, Abstract No. 52, City of Dallas, Dallas County, Texas and being part of Lot 19A, Block B/5710 of the Southwestern Gage and Sales 1st Addition, an addition to the City of Dallas according to the plat recorded in Volume 81186, Page 1009 of the Deed Records of Dallas County, Texas; all of a 3-foot wide right-of-way dedication of said Southwestern Gage and Sales 1st Addition; part of Lots 13, 14, 15, 16, 17, and 18 of Block B/5710, Maple Lawn Terrace Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 4, Page 1 of the Map Records of Dallas County, Texas; part of Sadler Circle (formerly Essex Drive) adjacent to Block B/5710 and Block A/5709 created by said plat of Maple Lawn Terrace Addition; and all of a tract of land described in Warranty Deed to City of Dallas recorded in Instrument No. 201600204191 of said Official Public Records and being more particularly described as follows:

BEGINNING at a "X" cut in concrete found in the northwest right-of-way line of said Sadler Circle (a called 56-foot right-of-way) and in the southeast line of former Brown Street, abandonment authorized by Court Order, recorded in Volume 36, Page 19, Minutes of the Commissioners' Court of Dallas County, Texas at the northernmost corner of said 3-foot wide right-of-way dedication; at the easternmost corner of said City of Dallas tract; and at the easternmost corner of said Lot 19A, Block B/5710;

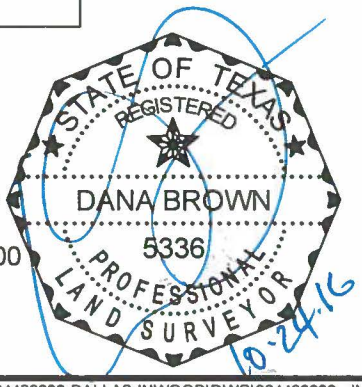
THENCE departing said northwest right-of-way line, said southeast line and with the northeast line of said 3-foot wide right-of-way dedication, South 46°07'37" East, at a distance of 3.00 feet passing the easternmost corner of said 3-foot wide right-of-way dedication, continuing over and across said Sadler Circle, in all a total distance of 14.02 feet to a "X" cut in concrete set for corner;

THENCE continuing over and across said Sadler Circle, the following courses and distances to wit:

South 43°31'15" West, a distance of 470.23 feet to a "X" cut in concrete set for corner;

North 46°15'13" West, a distance of 11.83 feet to a 1/2" iron rod found for corner in the said northwest right-of-way line at the easternmost corner of Lot 11, Block B/5710 of said Maple Lawn Terrace Addition; the southernmost corner of Lot 12, Block B/5710 of said Maple Lawn Terrace Addition; and the southernmost corner of a tract of land described in Special Warranty Deed to Fairfield Sadler LLC, recorded in Instrument No. 201500235146, Official Public Records of Dallas County, Texas;

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3495



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

EXHIBIT A-TRACT 1

LICENSE AGREEMENT
SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	AUG. 2016	064483000	1 OF 4

THENCE along the northwest right-of-way line, the southeast line of Lot 12 and the southeast line of said Tract 2, North 43°42'54" East, a distance of 49.97 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the easternmost corner of said Lot 12, Block B/5710; the southernmost corner of Lot 13, Block B/5710 and the southernmost corner of said City of Dallas tract;

THENCE along the northeast line of Lot 12, Block B/5710; the southwest line of Lot 13, Block B/5710 and the southwest line of said City of Dallas tract, North 46°07'33" West, a distance of 3.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the westernmost corner of said City of Dallas tract;

THENCE departing said northeast line of Lot 12, Block B/5710; the said southwest line of Lot 13, Block B/5710; the southwest line of said Tract 2; and with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, North 43°31'15" East, at a distance of 50 feet, passing the northeast line of said Lot 13, Block B/5710 and the southwest line of said Lot 14, Block B/5710, continuing with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, at a distance of 100 feet, passing the northeast line of said Lot 14, Block B/5710 and the southwest line of said Lot 15, Block B/5710; Continuing with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, at a distance of 150 feet, passing the northeast line of said Lot 15, Block B/5710 and the southwest line of said Lot 16, Block B/5710; continuing with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, at a distance of 200 feet, passing the northeast line of said Lot 16, Block B/5710 and the southwest line of said Lot 17, Block B/5710; continuing with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, at a distance of 250 feet, passing the northeast line of said Lot 17, Block B/5710 and the southwest line of said Lot 18, Block B/5710; continuing with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, at a distance of 300 feet, passing the northeast line of said Lot 18, Block B/5710 and the southwest line of said Lot 19A, Block B/5710; continuing with the northwest line of said City of Dallas tract and the northwest right-of-way line of Sadler Circle, in all a total distance of 420.25 feet to a "X" cut in concrete set in the curving northeast line of Lot 19A, Block B/5710; in the northeast line of said Tract 2; at the northernmost corner of said City of Dallas tract and at the beginning of a non-tangent curve to the right having a central angle of 0°02'43", a radius of 1877.58 feet, a chord bearing and distance of South 47°13'37" East, 1.48 feet;

THENCE with said northeast line of Lot 19A, Block B/5710 and with the northeast line of said Tract 2, in a southeasterly direction with said curve to the right, an arc distance of 1.48 feet to the **POINT OF BEGINNING** and containing 7,101 square feet or 0.163 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3495



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

EXHIBIT A-TRACT 1

LICENSE AGREEMENT
SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	AUG. 2016	064483000	2 OF 4

EXHIBIT A-TRACT 1

DALLAS AREA RAPID TRANSIT

(40' R.O.W.)
(VOL. 88083, PG. 4905, VOL. 90177, PG. 4219, D.R.D.C.T.)
(FORMERLY DALLAS AND WICHITA RAIL ROAD)

Δ=0°02'43"
R=1877.58'
L=1.48'
CB=S47°13'37"E
C=1.48'

P.O.B.

S46°07'37"E
14.02'

XS

XS

XF (C.M.)

XF

28.7'

FORMERLY BROWN STREET
VOL. 4, PG. 1, M.R.D.C.T.
(SEE NOTE 2)

10'X10' R.O.W. DEDICATION
VOL. 95244, PG. 2828
D.R.D.C.T.

CITY OF DALLAS
INST NO. 201600204192
D.R.D.C.T.

56.0'

FORMERLY BROWN STREET
VOL. 4, PG. 1, M.R.D.C.T.
ABANDONMENT AUTHORIZED
BY COUNTY COMMISSIONERS
COURT, VOL. 36, PG. 19,
M.C.C.D.C.T.

CITY OF DALLAS
INST NO.
201600204191
O.P.R.D.C.T.

MILES BENNETT SURVEY
ABSTRACT NO. 52

LOT 19A, BLOCK B/5710
SOUTHWESTERN GAGE AND
SALES 1ST ADDITION
VOL. 81186, PG. 1009
D.R.D.C.T.

3' DEDICATED TO CITY
VOL. 81186, PG. 1009
D.R.D.C.T.

15'X150' EASEMENT TO TO DALLAS POWER
AND LIGHT COMPANY AND SOUTHWESTERN
BELL TELEPHONE COMPANY
VOL. 4814, PG. 435, D.R.D.C.T.
RELEASED IN VOL. 88209, PG. 3376, D.R.D.C.T.

S43°31'15"W
470.23'

LOT 5A BLOCK A/5709
VIDEO POST AND
TRANSFER ADDITION
VOL. 95244, PG. 2828
D.R.D.C.T.

NORTH

0 20 40
GRAPHIC SCALE IN FEET

0.163 ACRES
7,101 SQ. FT.

LOT 18

15' EASEMENT TO DALLAS POWER AND LIGHT
COMPANY AND SOUTHWESTERN BELL
TELEPHONE COMPANY
VOL. 80205, PG. 1067, D.R.D.C.T.

SADLER CIRCLE
(FORMERLY ESSEX DRIVE)
(CALLED 50' R.O.W., VOL. 4, PG. 1, M.R.D.C.T.)

BLOCK B/5710
MAPLE LAWN TERRACE
VOL. 4, PG. 1
M.R.D.C.T.

LOT 17

N43°31'15"E
420.25'

TRACT 2
FAIRFIELD SADLER LLC
INST. NO. 201500235146
O.P.R.D.C.T.

LOT 16

LEGEND

P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
MNS = MAG NAIL W/WASHER STAMPED "KHA" SET
IRSC = 5/8" IRON ROD WITH CAP STAMPED "KHA" SET
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
M.C.C.D.C.T. = MINUTES OF COMMISSIONERS' COURT, DALLAS COUNTY, TEXAS.

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3495

MATCH LINE (SEE SHEET 4)

NOTES

1. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).
2. Abandonment authorized by Ordinance No. 29314, and recorded as Quit Claim Deed, Inst. No. 201400139931, Official Public Records of Dallas County, Texas. Easement rights retained.

EXHIBIT A-TRACT 1

LICENSE AGREEMENT

SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

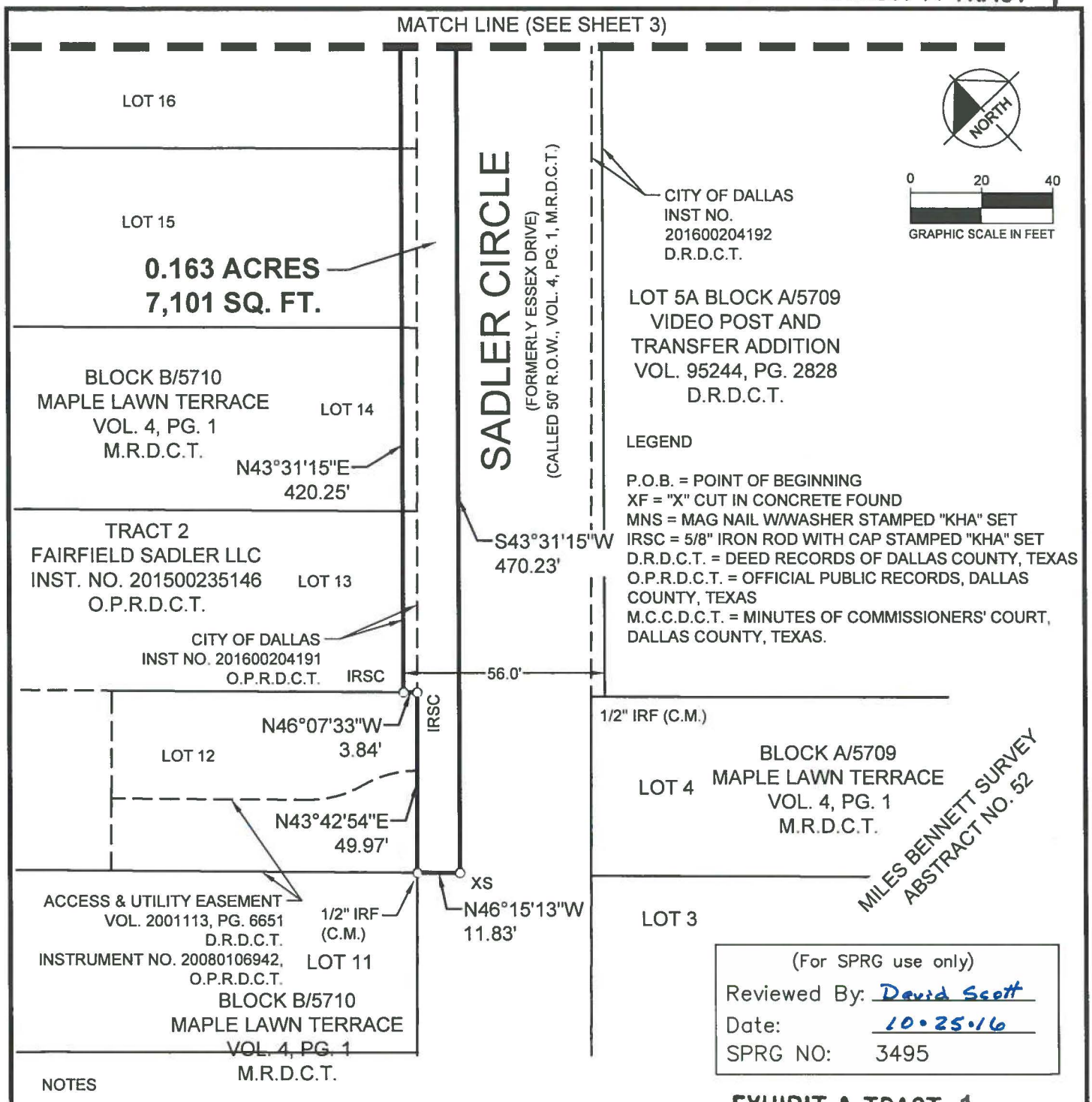
STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
10-24-16

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	DAB	AUG. 2016	06448300	3 OF 4

EXHIBIT A-TRACT 1



LEGEND

P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
MNS = MAG NAIL W/WASHER STAMPED "KHA" SET
IRSC = 5/8" IRON ROD WITH CAP STAMPED "KHA" SET
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
M.C.C.D.C.T. = MINUTES OF COMMISSIONERS' COURT, DALLAS COUNTY, TEXAS.

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3495

NOTES

1. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).
2. Abandonment authorized by Ordinance No. 29314, and recorded as Quit Claim Deed, Inst. No. 201400139931, Official Public Records of Dallas County, Texas. Easement rights retained.

EXHIBIT A-TRACT 1

LICENSE AGREEMENT

SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
10.24.16

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	DAB	AUG. 2016	06448300	4 OF 4

EXHIBIT A-TRACT 2

BEING a 6,728 square foot (0.154 acres) tract of land situated in the Miles Bennett Survey, Abstract No.52, City of Dallas, Dallas County, Texas and being part of Lot 5A, Block A/5709 of the Video Post and Transfer Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 95244, Page 2828 of the Deed Records of Dallas County, Texas; part of Sadler Circle (formerly Essex Drive) adjacent to Block B/5710 and Block A/5709, created by the plat of Maple Lawn Terrace Addition, recorded in Volume 4, Page 1, Map Records of Dallas County, Texas; part of a 10'x10' right-of-way dedication per said plat of Video Post and Transfer Addition and a part of former Brown Street created by said plat of Maple Lawn Terrace Addition, both abandoned by Ordinance No. 29314, and described in Quit Claim Deed recorded in Instrument No. 201400139931, Official Public Records of Dallas County, Texas; all of a tract of land described in Warranty Deed to City of Dallas recorded in Instrument No. 201600204192 of said Official Public Records; and being more particularly described as follows:

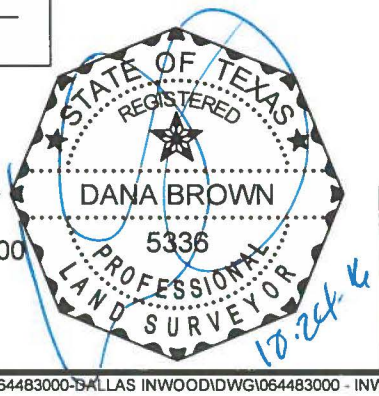
BEGINNING at an "X" cut in concrete found at the intersection of the curving southwest right-of-way line of the Dallas Area Rapid Transit (formerly the Dallas and Wichita Rail Road, a 40-foot right-of-way) and the southeast right-of-way line of said Sadler Circle (a called 56-foot wide right-of-way) at the northernmost end of the westerly terminus of former Brown Street; at the northernmost corner of said City of Dallas tract; at the northernmost corner of a tract of land described "Tract 1" in Special Warranty Deed to Fairfield Sadler LLC, recorded in Instrument No. 201500235146, Official Public Records of Dallas County, Texas and at the beginning of a curve to the right having a central angle of 0°02'05", a radius of 2,055.03 feet, a chord bearing and distance of South 45°33'57" East, 1.24 feet;

THENCE with said southwest right-of-way line, the northeast line of said former Brown Street, the northeast line of said Tract 1, the northeast line of said City of Dallas tract, in a southeasterly direction with said curve to the right, an arc distance of 1.24 feet to a "X" cut in concrete set at the easternmost corner of said City of Dallas tract;

THENCE departing the southwest right-of-way line, the northeast line of said former Brown Street, the northeast line of said Tract 1, and with the southeast line of said City of Dallas tract, South 43°31'15" West, at a distance of 28.72 feet, passing the southwest line of said former Brown Street and the northeast line of said 10'x10' right-of-way dedication; continuing with said southeast line, at a distance of 37.24 feet, passing the south line of said 10'x10' right-of-way dedication and the northernmost line of said Lot 5A, Block A/5709; continuing with said southeast line, in all a total distance of 433.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the southwest line of said Lot 5A; the northeast line of Lot 4, Block A/5709, of said Maple Lawn Terrace Addition and in the northeast line of a tract of land described as "Tract 1 (2603 Inwood Road)" in General Warranty Deed to Maplewood Partners, Ltd., recorded in Instrument No. 201400127539, Official Public Records of Dallas County, Texas; at the southernmost corner of said City of Dallas tract;

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3496

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



10.24.16

EXHIBIT A-TRACT 2

LICENSE AGREEMENT
SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	OCT. 2016	064483000	1 OF 4

THENCE with said northeast line of Lot 4, Block A/5709, the northeast line of said Maplewood Partners, Ltd. tract, the southwest line of said Lot 5A, Block A/5709, and the southwest line of said City of Dallas tract, North 46°24'35" West, at a distance of 3.83 feet, passing a 1/2" iron rod found in said southeast right-of-way line at the northernmost corner of said Lot 4, Block A/5709, the northernmost corner of said Maplewood Partners, Ltd. tract, the westernmost corner of said Lot 5A, Block A/5709 and the westernmost corner of said City of Dallas tract, continuing over and across said Sadler Circle, in all a total distance of 15.50 feet to a mag nail with washer stamped "KHA" set for corner;

THENCE continuing over and across said Sadler Circle, North 43°31'15" East, a distance of 434.12 feet to a "X" cut in concrete set in the said curving southwest Dallas Area Rapid Transit right-of-way line at the beginning of a non-tangent curve to the right having a central angle of 0°23'51", a radius of 2,055.04 feet, a chord bearing and distance of South 45°48'02" East, 14.26 feet;

THENCE with said southwest right-of-way line, in a southeasterly direction with said curve to the right, an arc distance of 14.26 feet to the **POINT OF BEGINNING** and containing 6,728 square feet or 0.154 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3496

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



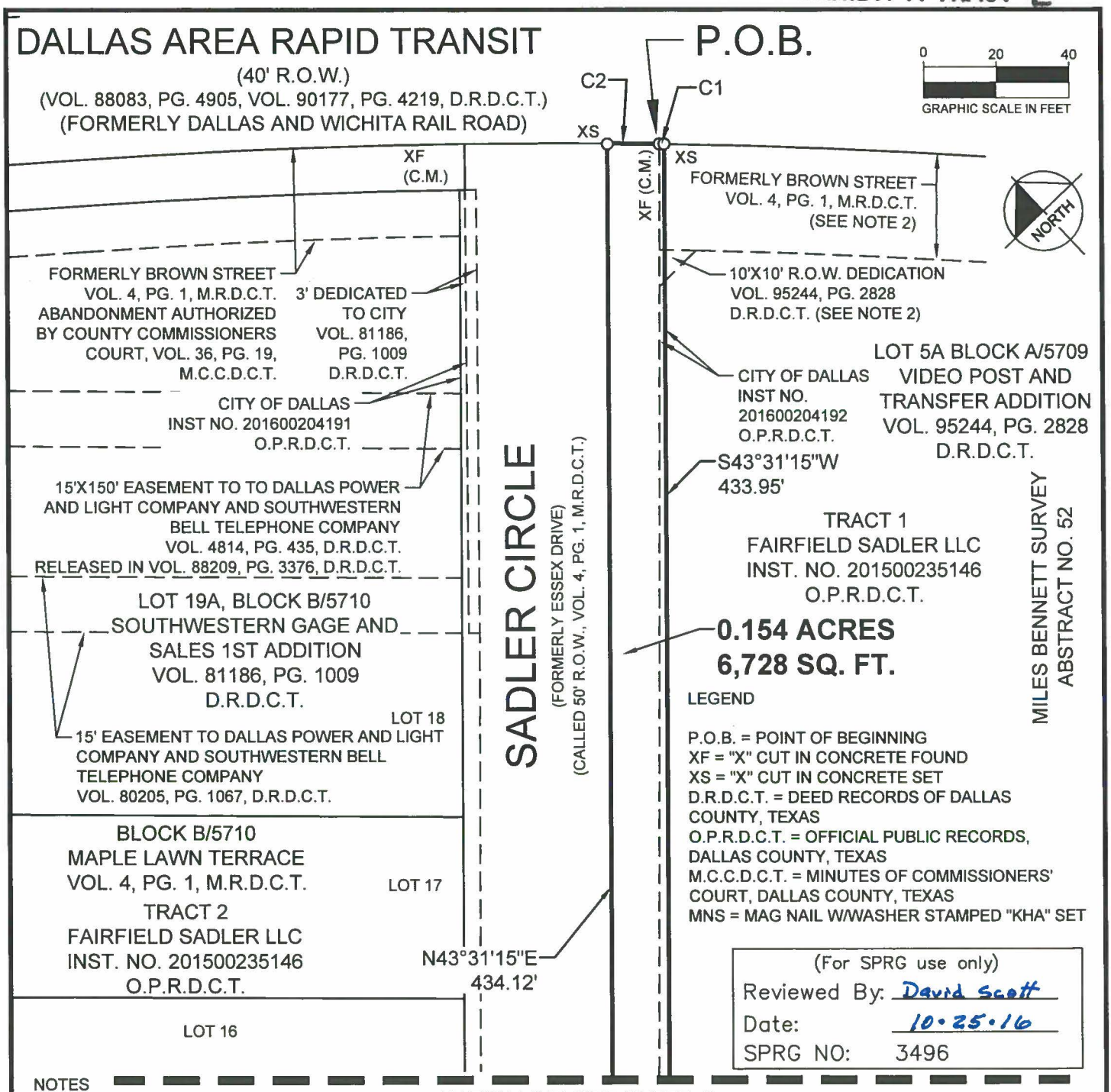
EXHIBIT A-TRACT 2

LICENSE AGREEMENT
SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	OCT. 2016	064483000	2 OF 4

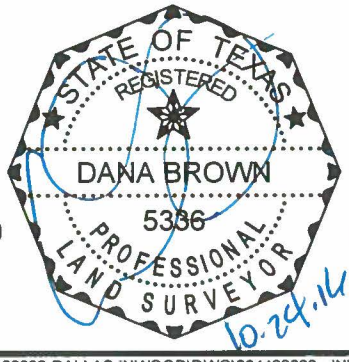
EXHIBIT A-TRACT 2



1. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).
2. Abandonment authorized by Ordinance No. 29314, and recorded as Quit Claim Deed, Inst. No. 201400139931, Official Public Records of Dallas County, Texas. Easement rights retained.

EXHIBIT A-TRACT 2

LICENSE AGREEMENT
SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

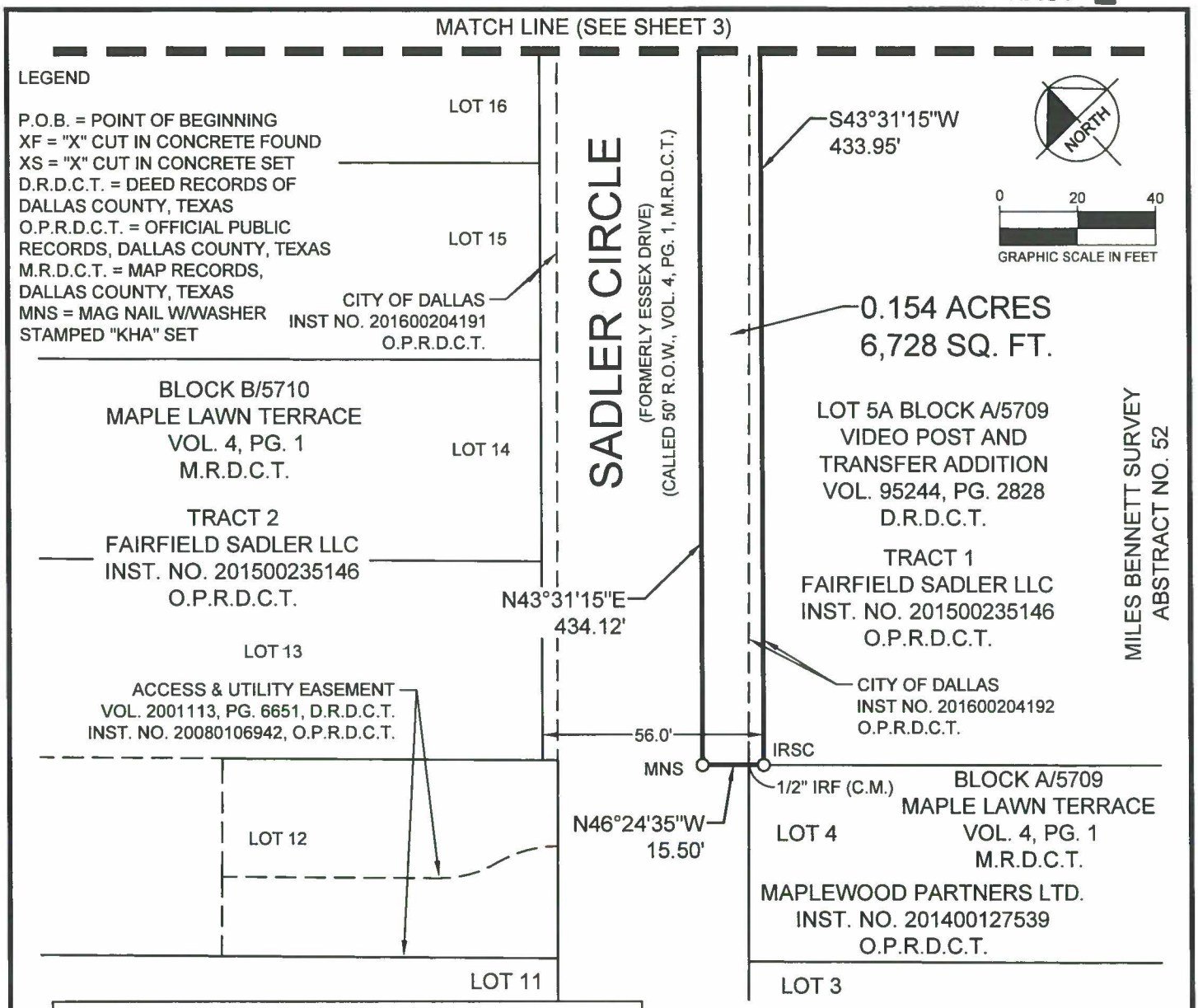


DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	DAB	OCT. 2016	06448300	3 OF 4

EXHIBIT A-TRACT 2



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	0°02'05"	2055.03'	1.24'	S45°33'57"E	1.24'
C2	0°23'51"	2055.04'	14.26'	S45°48'02"E	14.26'

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3496

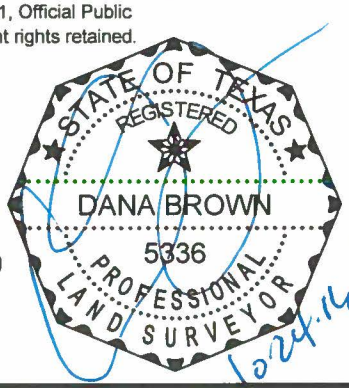
NOTES

1. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).
2. Abandonment authorized by Ordinance No. 29314, and recorded as Quit Claim Deed, Inst. No. 201400139931, Official Public Records of Dallas County, Texas. Easement rights retained.

EXHIBIT A-TRACT 2

LICENSE AGREEMENT

SADLER CIRCLE (FORMERLY ESSEX DRIVE)
ADJACENT TO BLOCKS B/5710 & A/5709
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	DAB	OCT. 2016	06448300	4 OF 4

EXHIBIT A-TRACT 3

BEING a 5,535 square foot (0.127 acres) tract of land situated in the Miles Bennett Survey, Abstract No. 52, City of Dallas, Dallas County, Texas and being part of a variable width right-of-way dedication per the plat of Video Post and Transfer Addition, an addition to the City of Dallas recorded in Volume 95244, Page 2828, Deed Records of Dallas County, Texas; per said plat of Video Post and Transfer Addition; part of Lots 17, 18, 19, 20, and 21, Block A/5709, Maple Lawn Terrace Addition, an addition to the City of Dallas recorded in Volume 4, Page 1, Map Records of Dallas County, Texas; part of Brown Street (now incorporated into Inwood Road) adjacent to Block A/5709 created by said plat of Maple Lawn Terrace Addition; part of Inwood Road (formerly Maple Lawn Road) adjacent to Blocks A/5709 and A/5708 (created by use and occupation); part of a 7-foot wide easement to the Road District No. 1 of Dallas County, recorded in Volume 3876, Page 631, Deed Records of Dallas County, Texas; part of a 7-foot wide easement to the Road District No. 1 of Dallas County, recorded in Volume 3949, Page 478, Deed Records of Dallas County, Texas; part of a 7-foot wide easement to the Road District No. 1 of Dallas County, recorded in Volume 4024, Page 385, Deed Records of Dallas County, Texas; part of a 7-foot wide easement to the Road District No. 1 of Dallas County, recorded in Volume 4005, Page 555, Deed Records of Dallas County, Texas; part of a variable width easement to the Road District No. 1 of Dallas County, recorded in Volume 3877, Page 313, Deed Records of Dallas County, Texas; all of a 5-foot wide easement to the Road District No. 1 of Dallas County, recorded in Volume 3877, Page 323, Deed Records of Dallas County, Texas; part of a tract of land described in Warranty Deed to City of Dallas recorded in Instrument No. 201600204190 of said Official Public Records and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap found in the intersection of the curving southwest right-of-way of Dallas Area Rapid Transit (a 40-foot right-of-way) and the northwest right-of-way line of said Inwood Road (a variable width right-of-way); at the easternmost corner of a right-of-way dedication per said plat of Video Post and Transfer Addition and a portion of Brown Street (created by said plat of Maple Lawn Terrace Addition), abandoned by Ordinance No. 29314, and being a 0.3194 acre tract of land described in Quitclaim Deed recorded in Instrument No. 201400139931, Official Public Records of Dallas County, Texas; from which a 1/2-inch iron rod with plastic cap stamped "RLG" found bears South 46°09' West, 1.1 feet and at the beginning of a curve to the right having a central angle of 0°22'44", a radius of 1890.08 feet, a chord bearing and distance of South 36°42'57" East, 12.50 feet;

THENCE with said southwest right-of-way line, in a southeasterly direction, with said curve to the right, an arc distance of 12.50 feet to a mag nail with washer stamped "KHA" set for corner;

EXHIBIT A-TRACT 3

LICENSE AGREEMENT
INWOOD ROAD
ADJACENT TO BLOCKS A/5709 AND A/5708
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: David Scaff
Date: 10.25.16
SPRG NO: 3497

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
10-24-16

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	OCT. 2016	064483000	1 OF 5

THENCE departing said southwest right-of-way line and over and across said Inwood Road, South 43°47'15" West, at a distance of 26.11 feet, passing the south right-of-way line of said Brown Street, continuing over and across said Inwood Road, a distance of 169.90 feet to a mag nail found in the northeast line of said City of Dallas tract and the northeast line of said 7' easement recorded in Volume 4024, Page 385, of said Deed Records and the northeast line of said Lot 21, Block A/5709;

THENCE departing said northeast lines, continuing over and across said Inwood Road, the following courses and distances to wit:

South 43°31'36" West, a distance of 31.81 feet to a mag nail with washer stamped "KHA" set for corner;

South 43°59'26" West, at a distance of 14.81 feet, passing the southwest line of said Lot 21, Block A/5709 and the northeast line of said Lot 20, Block A/5709, in all a total distance of 40.73 feet to a mag nail with washer stamped "KHA" set for corner;

South 42°17'57" West, at a distance of 24.24 feet passing the southwest line of said Lot 20, Block A/5709, the northeast line of said Lot 19, Block A/5709, the southwest line of said 7' easement recorded in Volume 4024, Page 385, of said Deed Records, and the northeast line of said variable width easement, in all a total distance of 28.43 feet to a mag nail with washer stamped "KHA" set for corner;

South 40°55'39" West, a distance of 14.49 feet to a mag nail with washer stamped "KHA" set for corner;

South 39°51'39" West, at a distance of 20.09 feet, passing the east line of said variable width easement, in all a total distance of 51.72 feet to a mag nail with washer stamped "KHA" set for corner;

South 43°43'45" West, a distance of 69.89 feet to a mag nail with washer stamped "KHA" set for corner;

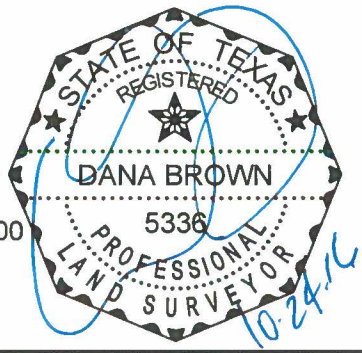
North 46°07'57" West, at a distance of 2.00 feet, passing the easternmost corner of Lot 16, Block A/5709 of said Maple Lawn Terrace, the easternmost corner of a tract of land described in General Warranty Deed to Maplewood Partners, Ltd., recorded in Instrument No. 201400127539, Official Public Records of Dallas County, Texas; continuing with the northeast line of said Lot 16, Block A/5709, the northeast line of said Maplewood Partners, Ltd. tract, the southwest line of said Lot 17, Block A/5709, the southwest line of said 5-foot wide easement, and the southwest line of said City of Dallas tract, at a distance of 7.00 feet, passing the westernmost corner of said 5-foot wide easement; continuing with the northeast line of said Lot 16, Block A/5709, the northeast line of said Maplewood Partners, Ltd. tract, the southwest line of said Lot 17, Block A/5709, and the southwest line of said City of Dallas tract, in all a total distance of 17.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" found in said west right-of-way line of Inwood Road at the southwest corner of said City of Dallas tract;

EXHIBIT A-TRACT 3

LICENSE AGREEMENT
INWOOD ROAD
ADJACENT TO BLOCKS A/5709 AND A/5708
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3497

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	OCT. 2016	064483000	2 OF 5

THENCE departing said northeast line Lot 16, Block A/5709 and said southwest line of Lot 17, Block A/5709, with said northwest right-of-way line of Inwood Road and the northwest line of said City of Dallas tract, North 43°41'19" East, at a distance of 45 feet passing the northeast line of said Lot 17, Block A/5709 and the southwest line of said Lot 18, Block A/5709; continuing with said northeast right-of-way line and the northwest line of said City of Dallas tract, at a distance of 95 passing the northeast line of said Lot 18, Block A/5709 and the southwest line of said Lot 19, Block A/5709; continuing with said northeast right-of-way line and the northwest line of said City of Dallas tract, at a distance of 140 feet passing the northeast line of said Lot 19, Block A/5709 and the southwest line of said Lot 20, Block A/5709; continuing with said northeast right-of-way line and the northwest line of said City of Dallas tract, at a distance of 190 feet passing the northeast line of said Lot 20, Block A/5709 and the southwest line of said Lot 21, Block A/5709; continuing with said northeast right-of-way line and the northwest line of said City of Dallas tract, in all a total distance of 236.88 feet to a 5/8" iron rod found in the southwest line of said Lot 22A, Block A/5709 and in the northeast line of said Lot 21, Block A/5709, at the northernmost corner of said City of Dallas tract and the westernmost corner of said right-of-way dedication per said plat of Video Post and Transfer Addition;

THENCE continuing with said northwest right-of-way line of Inwood Road and the northwest line of said right-of-way dedication per said plat of Video Post and Transfer Addition, North 43°46'31" East, a distance of 125.48 feet to a 5/8" iron rod found for corner at the southernmost southeast corner of said 0.3194 acre tract, from which a 5/8" iron rod found bears North 41°13'53" West, a distance of 0.59 feet;

THENCE with said northeast right-of-way line of Inwood Road and the southernmost southeast line of said 0.3194 acre tract, North 43°49'31" East, a distance of 46.51 feet to the **POINT OF BEGINNING** and containing 5,535 square feet or 0.127 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3497

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
10.24.16

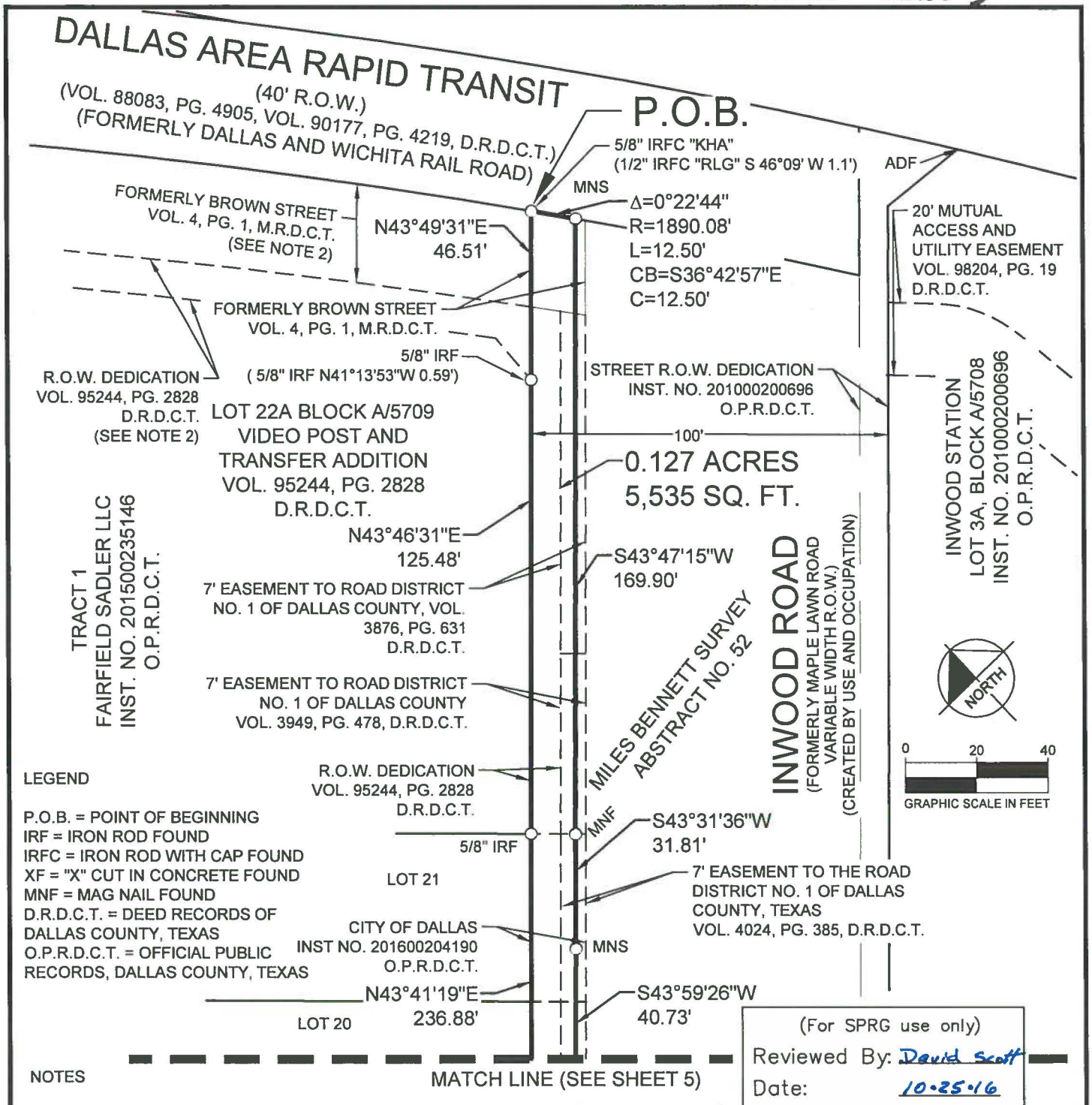
EXHIBIT A-TRACT 3

LICENSE AGREEMENT
INWOOD ROAD
ADJACENT TO BLOCKS A/5709 AND A/5708
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	OCT. 2016	064483000	3 OF 5

EXHIBIT A-TRACT 3



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRFC = IRON ROD WITH CAP FOUND
XF = "X" CUT IN CONCRETE FOUND
MNF = MAG NAIL FOUND
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: David Scott
Date: 10.25.16
SPRG NO: 3497

NOTES

1. Bearing system based on the Texas Coordinate System of 1983 North Central Zone (4202), North American Datum of 1983 (2011).
2. Abandonment authorized by Ordinance No. 29314, and recorded as Quit Claim Deed, Inst. No. 201400139931, Official Public Records of Dallas County, Texas. Easement rights retained.

EXHIBIT A-TRACT 3

LICENSE AGREEMENT
INWOOD ROAD
ADJACENT TO BLOCKS A/5709 AND A/5708
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

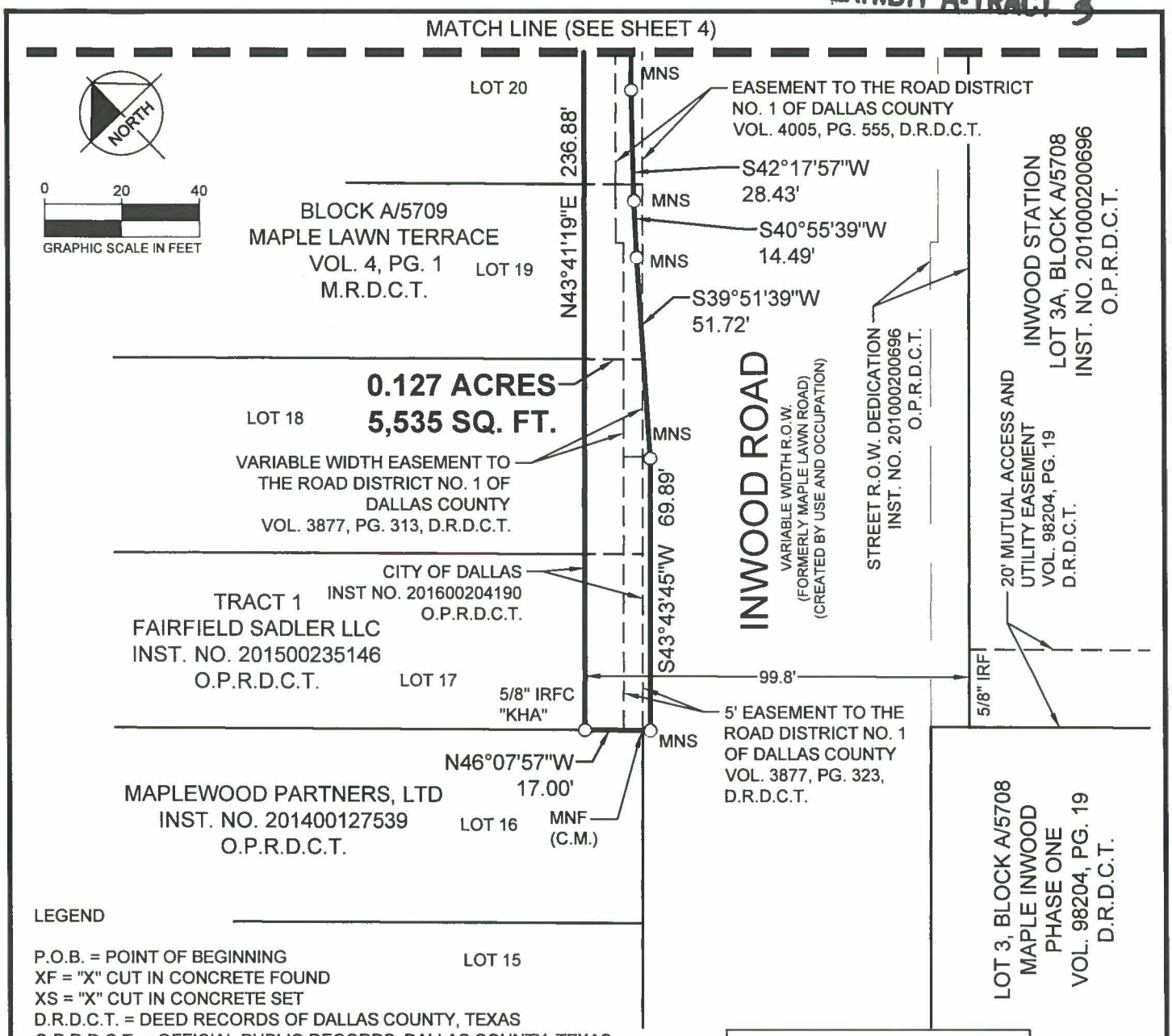
STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
10.24.16

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	DAB	OCT. 2016	06448300	4 OF 5

EXHIBIT A-TRACT 3



LEGEND

P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
XS = "X" CUT IN CONCRETE SET
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
MNS = MAG NAIL W/WASHER STAMPED "KHA" SET

NOTES

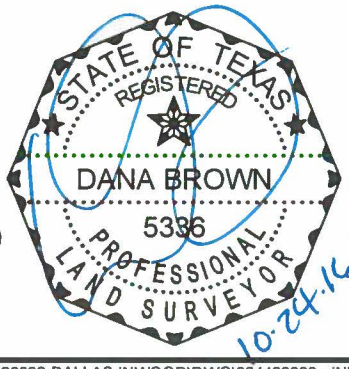
1. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).
2. Abandonment authorized by Ordinance No. 29314, and recorded as Quit Claim Deed, Inst. No. 201400139931, Official Public Records of Dallas County, Texas. Easement rights retained.

(For SPRG use only)
Reviewed By: David Scott
Date: 10·25·16
SPRG NO: 3497

EXHIBIT A-TRACT 3

LICENSE AGREEMENT

INWOOD ROAD
ADJACENT TO BLOCKS A/5709 AND A/5708
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	DAB	OCT. 2016	06448300	5 OF 5

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

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

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

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

(h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

AGENDA ITEM # 34

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 33T

SUBJECT

An ordinance granting a revocable license to General Datatech, L.P. for the use of approximately 350 square feet of land to occupy, maintain and utilize subsurface fiber cables under a portion of Ambassador Row right-of-way located near its intersection with Metromedia Place - Revenue: $1,000 annually, plus the $20 ordinance publication fee

BACKGROUND

This item grants a revocable license to General Datatech, L.P. for the use of approximately 350 square feet of land to occupy, maintain and utilize subsurface fiber cables under a portion of Ambassador Row right-of-way located near its intersection with Metromedia Place. The use of this area will not impede pedestrian or vehicular traffic.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $1,000 annually, plus the $20 ordinance publication fee

OWNER

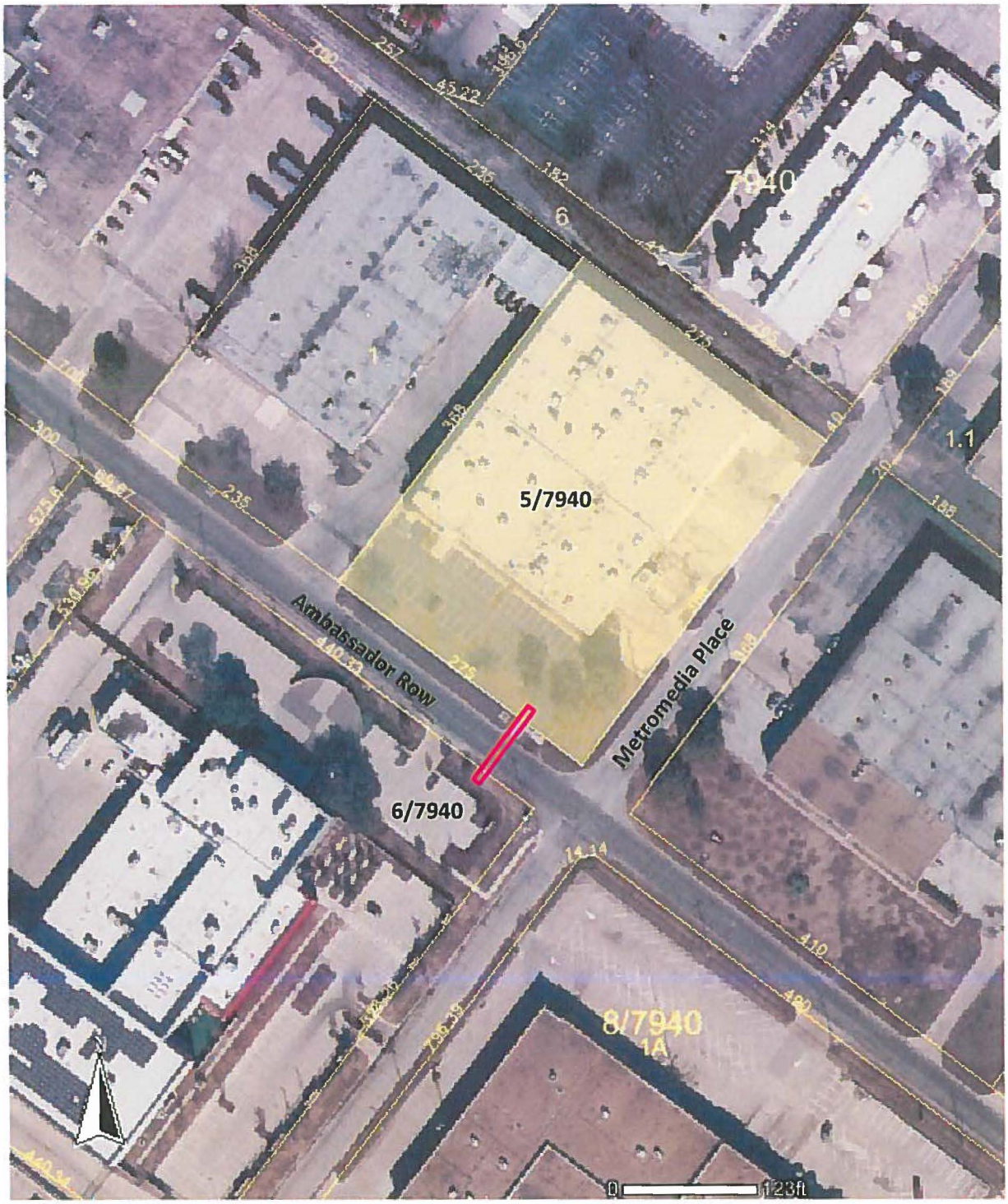
General Datatech, L.P.

Gendata, L.L.C., General Partner

John W. Roberts, Manager

MAP

Attached



LICENSING AREA

ORDINANCE NO. _____

An ordinance granting a revocable license to General Datatech, L.P. to occupy, maintain and utilize a portion of Ambassador Row right-of-way located near the intersection of Ambassador Row and Metromedia Place adjacent to City Blocks 5/7940 and 6/7940 within the limits hereinafter more fully described, for the purpose of installing and maintaining subsurface fiber cables; providing for the terms and conditions of this license; providing for the annual compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

ooo0ooo

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

SECTION 1. That a revocable license, hereinafter referred to as "license", subject to the restrictions and conditions of this ordinance, is hereby granted to General Datatech, L.P., a Texas limited partnership, 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 twenty 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 **ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS** annually for the license herein granted, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2017. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty days of the due date, the Director of the Department of Sustainable Development and Construction may terminate this license.

SECTION 3. (continued)

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 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: install and maintain subsurface fiber cables under and across Ambassador Row.

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

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right to terminate and cancel this license, at will, by resolution passed by said Governing Body. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense.

SECTION 6. (continued)

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 contact Cut Control and obtain two cut permits at 214-948-4042.

b) **GRANTEE** shall have no traffic lane or sidewalk closed without first obtaining the appropriate permit from Mr. Rowdy Horn at 214-670-1390. Be advised, closure of any traffic lane must be restricted to the hours of 9:00 a.m. to 3:30 p.m. workdays.

c) **GRANTEE** shall comply with the City of Dallas Thoroughfare Plan, in Section 51A-9.101, of the Dallas City Code requiring 60 feet of right-of-way on Ambassador Row.

d) **GRANTEE** shall obtain a right-of-way permit from the City of Dallas Mobility and Street Services Department prior to any work in the right-of-way. The right-of-way permit application will require a full profile of the crossing (the one wedged into the current drawing is truncated and not completed).

e) **GRANTEE** shall locate existing utilities in the field to verify position and elevation prior to any boring.

f) **GRANTEE** shall have a site specific traffic control plan that will be required to be submitted and approved by the City of Dallas Mobility and Street Services Department – Transportation Group prior to any work in the right-of-way.

g) **GRANTEE** acknowledges Atmos has active facilities within the right-of-way of Ambassador Row. If conflicts exist, owner will be responsible for cost to relocate facilities.

h) **GRANTEE** shall locate AT&T AFTW-1200 and 400 pair copper cables and bore under both.

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, restriction and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area**,** and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within ten days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee 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 shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and Construction

BY: _____
Assistant Director

Passed _____.

Exhibit A

LICENSE AGREEMENT
AMBASSADOR ROW
BETWEEN
BLOCK 5/7940 AND BLOCK 6/7940
JAMES MCLAUGHLIN SURVEY, No. 58D, ABSTRACT No. 845
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 350 square foot tract of land situated in the James McLaughlin Survey, No. 58D, Abstract No. 845, City of Dallas, Dallas County, Texas and being part of Ambassador Row (70' right-of-way) as created by the Revised Brook Hollow Industrial District Number One, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 28, Page 235, Map Records, Dallas County, Texas and being between Block 5/7940 and Block 6/7940 of said Revised Brook Hollow Industrial District Number One and being more particularly described as follows:

COMMENCING at an iron rod with yellow plastic cap stamped "HALFF ASSOCIATES" (Instrument Number 201400330347) found at the intersection of the southwest line of said Ambassador Row and the northwest line of Metromedia Place, formerly known as Currency Drive, (60' right-of-way) as created by said Revised Brook Hollow Industrial District Number One, said rod being the east corner of said Block 6/7940 and the east corner of a tract of land conveyed to GMA Development Corp., LLC by Special Warranty Deed recorded in Instrument No. 201400330347, Official Public Records, Dallas County, Texas, from which an iron rod with yellow plastic cap stamped "HALFF ASSOCIATES" (Instrument Number 201400330347) found bears South 38° 09' 00" West a distance of 528.26 feet;

THENCE North 51° 51' 00" West along the southwest line of said Ambassador Row and the northeast line of said GMA Development Corp., LLC tract a distance of 84.40 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner and the **POINT OF BEGINNING**;

THENCE North 51° 51' 00" West continuing along the southwest line of said Ambassador Row and the northeast line of said GMA Development Corp., LLC tract a distance of 5.00 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE North 37° 12' 33" East, departing the southwest line of said Ambassador Row and the northeast line of said GMA Development Corp., LLC tract, a distance of 70.01 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the northeast line of said Ambassador Row and the southwest line of a tract of land conveyed to GMA Development Corp., LLC by Special Warranty Deed recorded in Instrument No. 201400330345, Official Public Records, Dallas County, Texas;

THENCE South 51° 51' 00" East along the northeast line of said Ambassador Row and the southwest line of said GMA Development Corp., LLC tract (Instrument No. 201400330345) a distance of 5.00 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE South 37° 12' 33" West, departing the northeast line of said Ambassador Row and said GMA Development Corp., LLC tract (Instrument No. 201400330345), a distance of 70.01 feet to the **POINT OF BEGINNING**, containing 350 square feet or 0.008 acres more or less.

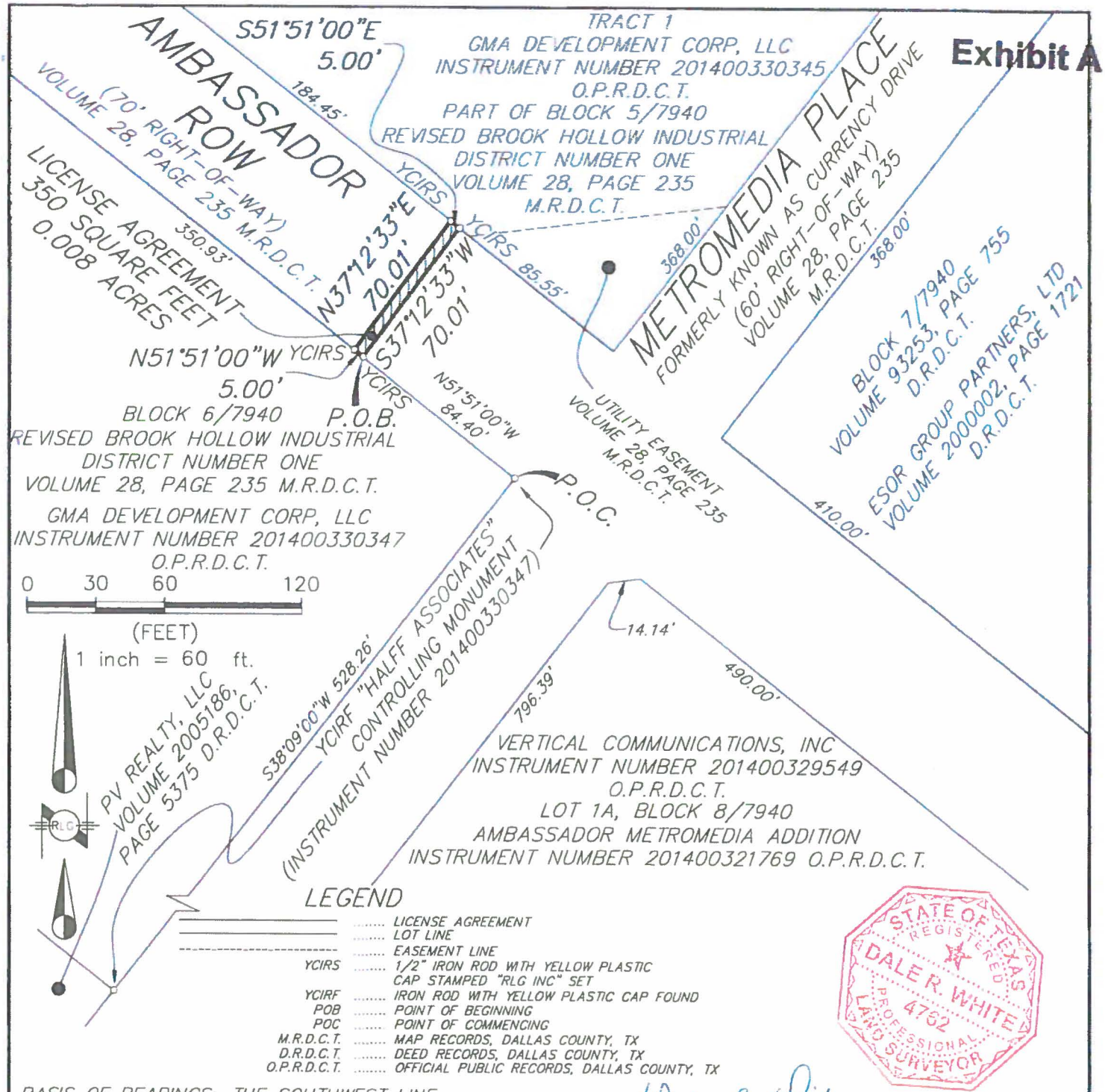
Basis of Bearings: The southwest line (S51°51'00" E) of Ambassador Row per Revised Brook Hollow Industrial District Number One recorded in Volume 28, page 235, M.R.D.C.T.

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 10/20/16
SPRG NO.: 3862

STATE OF TEXAS
REGISTERED
DALE R. WHITE
4762
PROFESSIONAL
LAND SURVEYOR

Dale R. White
Dale R. White R.P.L.S. No. 4762
07-07-2016
10-13-2016 revised
10-19-2016 revised

Exhibit A



LEGEND

	..... LICENSE AGREEMENT
	..... LOT LINE
	..... EASEMENT LINE
YCIRS	..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
YCIRF	..... IRON ROD WITH YELLOW PLASTIC CAP FOUND
POB	..... POINT OF BEGINNING
POC	..... POINT OF COMMENCING
M.R.D.C.T.	..... MAP RECORDS, DALLAS COUNTY, TX
D.R.D.C.T.	..... DEED RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	..... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX

STATE OF TEXAS
REGISTERED
DALE R. WHITE
4762
PROFESSIONAL
LAND SURVEYOR

BASIS OF BEARINGS: THE SOUTHWEST LINE (S51°51'00"E) OF AMBASSADOR ROW PER REVISED BROOKHOLLOW INDUSTRIAL DISTRICT NUMBER ONE RECORDED IN VOLUME 28, PAGE 235, M.R.D.C.T.

CONTROLLING MONUMENTS: AS SHOWN.

Dale R White

DALE R WHITE R.P.L.S. No. 4762
07-07-2016
10-13-2016 REVISED
10-19-2016 REVISED

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REC #100341-00

LICENSE AGREEMENT
AMBASSADOR ROW
BETWEEN
BLOCK 5/7940 AND BLOCK 6/7940
JAMES MCLAUGHLIN SURVEY, No. 58D, ABSTRACT No. 845
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 10/20/16
SPRG NO.: 3862

SCALE	1" = 60"	DATE	07-07-2016	SHEET	2 OF 2
JOB NO.	16072	E-FILE	16072.dwg	DWG NO.	26,398X

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

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

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

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

(h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

AGENDA ITEM # 35

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34L

SUBJECT

An ordinance abandoning a portion of Collville Avenue to Mockingbird Partners, L.P., the abutting owner, containing approximately 10,911 square feet of land, located near the intersection of Mockingbird Lane and Collville Avenue; authorizing the quitclaim and providing for the dedications of a total of approximately 625 square feet of land needed for street right-of-way and a wastewater easement - Revenue: $345,974, plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of Collville Avenue to Mockingbird Partners, L.P., the abutting owner. The area will be included with the property of the abutting owner for the owner will dedicate a total of approximately 11,536 square feet of land needed for street right-of-way and a wastewater easement. The abandonment fee is based on an independent appraisal.

Notices were sent to 23 property owners located within 300 feet of the proposed abandonment area. There was one response received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $345,974, plus the $20 ordinance publication fee

OWNER

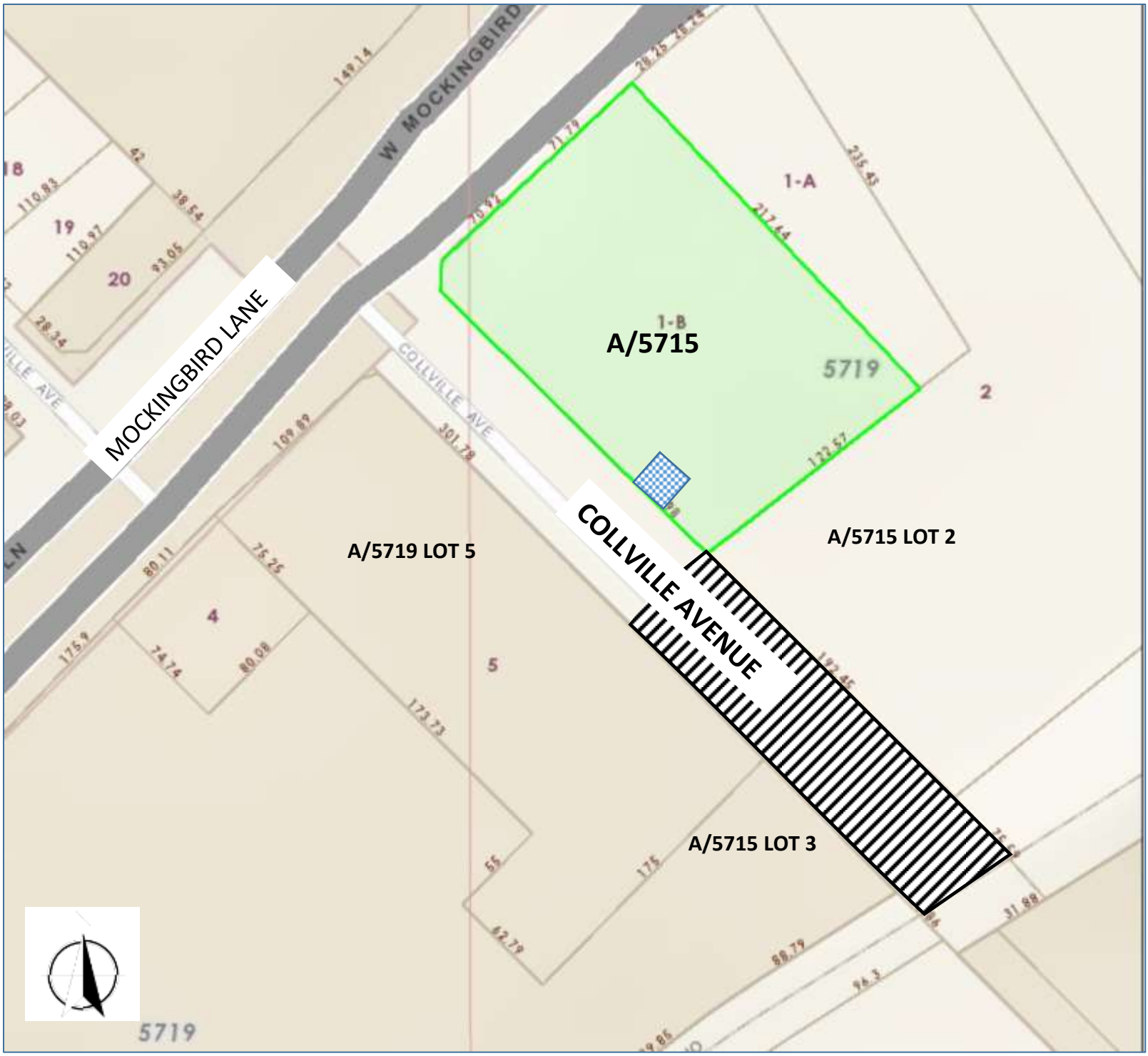
Mockingbird Partners, LP

Mockingbird Investment Corp

Stephen J. Rogers

MAP

Attached



OWNERSHIP MAP

ABANDONMENT AREA

Portion of COLLVILLE AVE

DEDICATION:

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of Collville Avenue located adjacent to City Blocks A/5715 and A/5719 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Mockingbird Partners, L.P.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Mockingbird Partners, L.P., a Delaware limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of Collville Avenue is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

Now, Therefore,

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

SECTION 1. That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **THREE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS ($345,974.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 11, 12, 15 and 16, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, future effective date and conditions of this ordinance.

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

SECTION 8. (continued)

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:

a) match the buffer (the landscaped greenspace) in front of the Hertz site (located at 3326 W. Mockingbird Lane) along abandonment area such that it resembles the frontage conditions as the Mockingbird Lane and the sidewalk, ensure sidewalks conform to City of Dallas Complete Streets Manual.

b) retain Exhibit B until the proposed wastewater easement is recorded in the Deed of Records of Dallas County.

SECTION 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey a wastewater easement to the City of Dallas, within 120 days of the effective date of this ordinance, approved as to form by the City Attorney, to certain properties located in City Blocks A/5715 and A/5719, containing approximately 10,911 square feet of land a description of which is attached hereto and made a part hereof as Exhibit C. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 12. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by Warranty Deed to the City of Dallas, within 120 days of the effective date of this ordinance good,indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, and insured by an owner's policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block A/5715, containing approximately 625 square feet of land a description of which is attached hereto and made a part hereof as Exhibit D. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 13. That at such time as the instruments described in Sections 11 and 12 above are executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 14. That this ordinance and properly executed wastewater easement and General Warranty Deed, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record.

SECTION 15. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Sections 11 and 12 above.

SECTION 16. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and **Construction. GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 17. 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 Sections 2 and 15, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay and completion of the dedications set forth in Sections 11 and 12, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, 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 18. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and Construction

BY: _____
Assistant Director

Passed _____.

Exhibit A

STREET ABANDONMENT
COLLVILLE AVENUE
ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 10,911 square foot (0.2505 acres) tract of land situated in the Miles Bennett Survey, Abstract No. 52, City of Dallas, Dallas County, Texas, being part of Collville Avenue (variable width right-of-way as created by Warranty Deed recorded in Volume 2047, Page 570, and the plat of Binkley-Richardson Addition recorded in Volume 86135, Page 5485, Deed Records, Dallas County, Texas), being adjacent to Blocks A/5715 and A/5719 and being more particularly described as follows:

COMMENCING at a 3/8" iron rod found for corner (Volume 90112, Page 3924, Deed Records, Dallas County, Texas) at the intersection of the southeasterly right-of-way line of Mockingbird Lane (formerly Fielder Avenue, a variable width right-of-way as created by plat of Revised Map of Cedar Springs Park recorded in Volume 3, Page 376, Map Records, Dallas County, Texas, Replat of Dallas Love Field Industrial Subdivision recorded in Instrument Number 201500293681, Official Public Records, Dallas County, Texas, Deed recorded in Volume 3269, Page 534, Deed Records, Dallas County, Texas and Warranty Deed recorded in Volume 4154, Page 125, Deed Records, Dallas County, Texas) and the cut-off line between the southeasterly right-of-way line of said Mockingbird Lane and the southwesterly right-of-way line of said Collville Avenue (fifty-three feet wide at this point as created by Volume 2047, Page 570 and the plat of Binkley-Richardson Addition recorded in Volume 86135, Page 5485, Deed Records, Dallas County, Texas), said rod being the most northerly west corner of said Lot 1B;

THENCE South 04° 57' 11" East along said cut-off line and the westerly line of said Lot 1B a distance of 14.14 feet to a point at the intersection of said cut-off line and the northeasterly right-of-way line of said Collville Avenue, said point being the most southerly west corner of said Lot 1B;

THENCE South 49° 58' 30" East along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 1B a distance of 204.76 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner and the **POINT OF BEGINNING**, said rod being the westerly common corner between said Lot 1B and Lot 2, Block A/5717, said Binkley-Richardson Addition;

THENCE South 49° 58' 30" East continuing along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 2 a distance of 194.66 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at an angle point in said right-of-way line, said rod being the southerly corner of said Lot 2;

THENCE South 53° 15' 29" West continuing along the northeasterly right-of-way line of said Collville Avenue and along the remainder of a tract of land conveyed to Coca Cola Bottling Company by Warranty Deed recorded in Volume 2047, Page 570, Deed Records, Dallas County, Texas a distance of 3.08 feet to a 1/2" iron rod with yellow

(For SPRG use only)
Reviewed By: A.Rodriguez
Date: 3/20/17
SPRG NO.: 3884

Exhibit A

STREET ABANDONMENT
COLLVILLE AVENUE
ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

plastic cap stamped "RLG INC" set for corner at an angle point in the northeasterly right-of-way line of said Collville Avenue;

THENCE South 49° 58' 30" East continuing along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Coca Cola tract a distance of 18.30 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE South 52° 50' 00" West, departing the northeasterly right-of-way line of said Collville Avenue, a distance of 51.28 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the southwesterly right-of-way line of said Collville Avenue, said rod being the easterly corner of Lot 3, Block A/5719, Thirty-Three Hundred Mockingbird Addition, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 2003121, Page 129, Deed Records, Dallas County, Texas;

THENCE North 49° 58' 30" West along the southwesterly right-of-way line of said Collville Avenue and the northeasterly line of said Lot 3, passing the northeasterly common corner of said Lot 3 and Lot 5, Block A/5719, said Thirty-Three Hundred Mockingbird Addition, continuing along the southwesterly right-of-way line of said Collville Avenue and the northeasterly line of said Lot 5 a total distance of 200.88 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, from which the easterly north corner of said Lot 5 bears North 49° 58' 30" East a distance of 204.87 feet;

THENCE South 40° 01' 30" West, departing the southwesterly right-of-way line of said Collville Avenue and the northeasterly line of said Lot 5, a distance of 53.00 feet to the **POINT OF BEGINNING**, containing 10,911 square feet or 0.2505 acres, more or less.

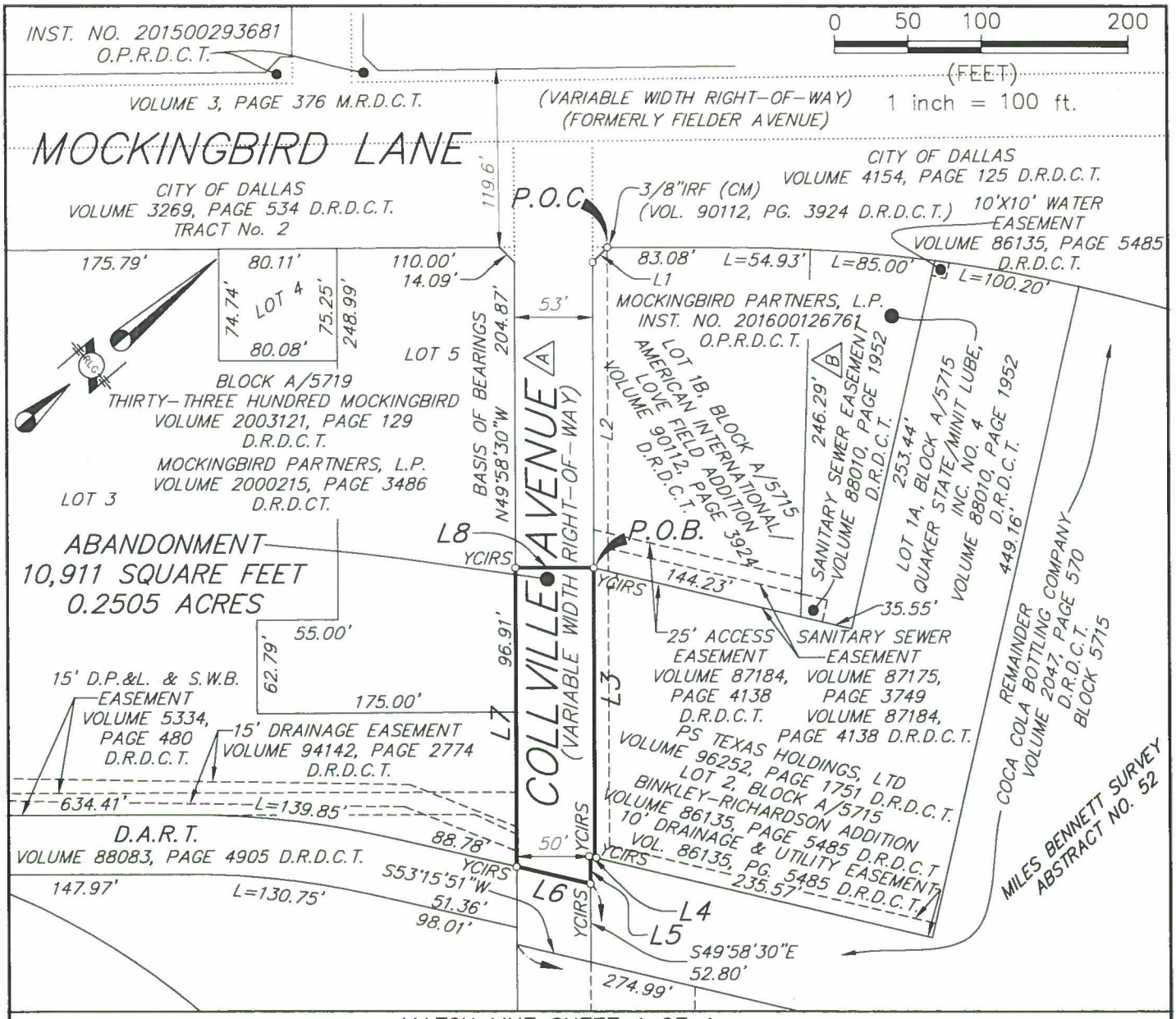
Basis of Bearings: The northeasterly line (N49°58'30"W) of Block A/5719, Thirty-Three Hundred Mockingbird Addition recorded in Volume 2003121, Page 129, Deed Records, Dallas County, Texas.



Dale R. White R.P.L.S. No. 4762
01-20-2017
03-02-2017 Revised

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 3884

Exhibit A



MATCH LINE SHEET 4 OF 4

BASIS OF BEARINGS: THE NORTHEASTERLY LINE (N49°58'30"W) OF BLOCK A/5719, THIRTY-THREE HUNDRED MOCKINGBIRD ADDITION RECORDED IN VOLUME 2003121, PAGE 129, DEED RECORDS, DALLAS COUNTY, TEXAS.
CONTROLLING MONUMENTS: AS SHOWN.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REG #100341-00

STATE OF TEXAS
REGISTERED
DALE R. WHITE
4762
PROFESSIONAL
LAND SURVEYOR

DALE R. WHITE R.P.L.S. No. 4762
01-20-2017
03-02-2017 REVISED

STREET ABANDONMENT
COLLVILLE AVENUE

ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: A.Rodriguez
Date: 3/20/17
SPRG NO.: 3884

SCALE	1" = 100'	DATE	12-05-2016	SHEET	3 OF 4
JOB NO.	16128	E-FILE	16128.dwg	DWG NO.	26,496X

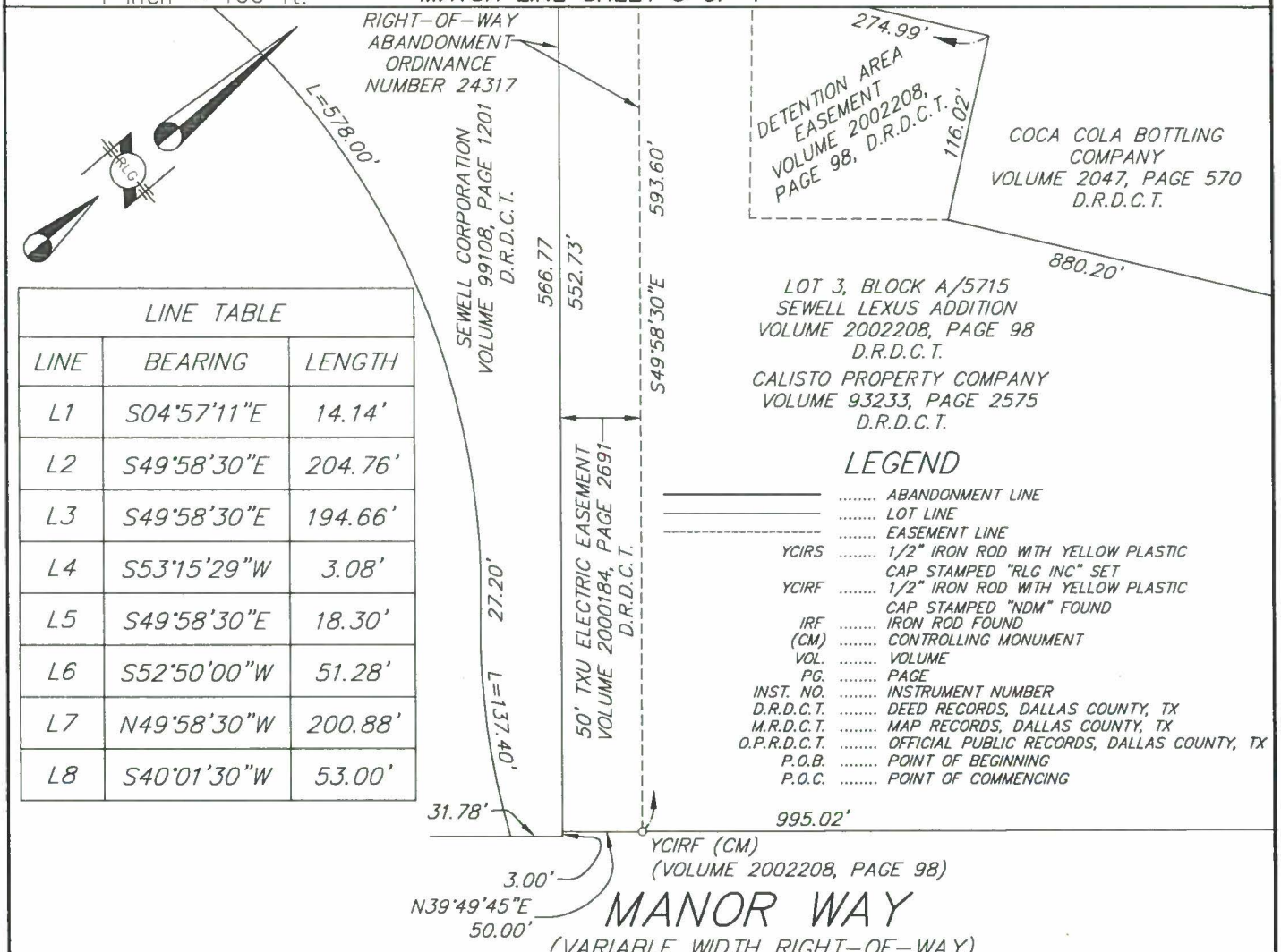
0 50 100 200

(FEET)

1 inch = 100 ft.

Exhibit A

MATCH LINE SHEET 3 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°57'11"E	14.14'
L2	S49°58'30"E	204.76'
L3	S49°58'30"E	194.66'
L4	S53°15'29"W	3.08'
L5	S49°58'30"E	18.30'
L6	S52°50'00"W	51.28'
L7	N49°58'30"W	200.88'
L8	S40°01'30"W	53.00'

LEGEND

———	ABANDONMENT LINE
———	LOT LINE
- - - - -	EASEMENT LINE
YCIRS	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
YCIRF	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "NDM" FOUND
IRF	IRON ROD FOUND
(CM)	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TX
M.R.D.C.T.	MAP RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

BASIS OF BEARINGS: THE NORTHEASTERLY LINE (N49°58'30"W) OF BLOCK A/5719, THIRTY-THREE HUNDRED MOCKINGBIRD ADDITION RECORDED IN VOLUME 2003121, PAGE 129, DEED RECORDS, DALLAS COUNTY, TEXAS.

CONTROLLING MONUMENTS: AS SHOWN.

(A) COLLVILLE AVENUE DEDICATION
VOLUME 2047, PAGE 570 D.R.D.C.T.
VOLUME 86135, PAGE 5485 D.R.D.C.T.

(B) WALRAT PARTNERSHIP, LTD.
INSTRUMENT NUMBER 201100109216
O.P.R.D.C.T.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100341-00

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 3884

STREET ABANDONMENT
COLLVILLE AVENUE

ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE	1" = 100'	DATE	12-05-2016	SHEET	4 OF 4
JOB NO.	16128	E-FILE	16128.dwg	DWG NO.	26,496X

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.

WASTEWATER EASEMENT
COLLVILLE AVENUE
ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT C

Being a 10,911 square foot (0.2505 acres) tract of land situated in the Miles Bennett Survey, Abstract No. 52, City of Dallas, Dallas County, Texas, being part of Collville Avenue (variable width right-of-way as created by Warranty Deed recorded in Volume 2047, Page 570, and the plat of Binkley-Richardson Addition recorded in Volume 86135, Page 5485, Deed Records, Dallas County, Texas), being adjacent to Blocks A/5715 and A/5719 and being more particularly described as follows:

COMMENCING at a 3/8" iron rod found for corner (Volume 90112, Page 3924, Deed Records, Dallas County, Texas) at the intersection of the southeasterly right-of-way line of Mockingbird Lane (formerly Fielder Avenue, a variable width right-of-way as created by plat of Revised Map of Cedar Springs Park recorded in Volume 3, Page 376, Map Records, Dallas County, Texas, Replat of Dallas Love Field Industrial Subdivision recorded in Instrument Number 201500293681, Official Public Records, Dallas County, Texas, Deed recorded in Volume 3269, Page 534, Deed Records, Dallas County, Texas and Warranty Deed recorded in Volume 4154, Page 125, Deed Records, Dallas County, Texas) and the cut-off line between the southeasterly right-of-way line of said Mockingbird Lane and the southwesterly right-of-way line of said Collville Avenue (fifty-three feet wide at this point as created by Volume 2047, Page 570 and the plat of Binkley-Richardson Addition recorded in Volume 86135, Page 5485, Deed Records, Dallas County, Texas), said rod being the most northerly west corner of said Lot 1B;

THENCE South 04° 57' 11" East along said cut-off line and the westerly line of said Lot 1B a distance of 14.14 feet to a point at the intersection of said cut-off line and the northeasterly right-of-way line of said Collville Avenue, said point being the most southerly west corner of said Lot 1B;

THENCE South 49° 58' 30" East along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 1B a distance of 204.76 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner and the **POINT OF BEGINNING**, said rod being the westerly common corner between said Lot 1B and Lot 2, Block A/5717, said Binkley-Richardson Addition;

THENCE South 49° 58' 30" East continuing along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 2 a distance of 194.66 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at an angle point in said right-of-way line, said rod being the southerly corner of said Lot 2

THENCE South 53° 15' 29" West continuing along the northeasterly right-of-way line of said Collville Avenue and along the remainder of a tract of land conveyed to Coca Cola Bottling Company by Warranty Deed recorded in Volume 2047, Page 570, Deed Records, Dallas County, Texas a distance of 3.08 feet to a 1/2" iron rod with yellow

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4026

WASTEWATER EASEMENT
COLLVILLE AVENUE
ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT C

plastic cap stamped "RLG INC" set for corner at an angle point in the northeasterly right-of-way line of said Collville Avenue;

THENCE South 49° 58' 30" East continuing along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Coca Cola tract a distance of 18.30 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE South 52° 50' 00" West, departing the northeasterly right-of-way line of said Collville Avenue, a distance of 51.28 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the southwesterly right-of-way line of said Collville Avenue, said rod being the easterly corner of Lot 3, Block A/5719, Thirty-Three Hundred Mockingbird Addition, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 2003121, Page 129, Deed Records, Dallas County, Texas;

THENCE North 49° 58' 30" West along the southwesterly right-of-way line of said Collville Avenue and the northeasterly line of said Lot 3, passing the northeasterly common corner of said Lot 3 and Lot 5, Block A/5719, said Thirty-Three Hundred Mockingbird Addition, continuing along the southwesterly right-of-way line of said Collville Avenue and the northeasterly line of said Lot 5 a total distance of 200.88 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, from which the easterly north corner of said Lot 5 bears North 49° 58' 30" East a distance of 204.87 feet;

THENCE South 40° 01' 30" West, departing the southwesterly right-of-way line of said Collville Avenue and the northeasterly line of said Lot 5, a distance of 53.00 feet to the **POINT OF BEGINNING**, containing 10,911 square feet or 0.2505 acres, more or less.

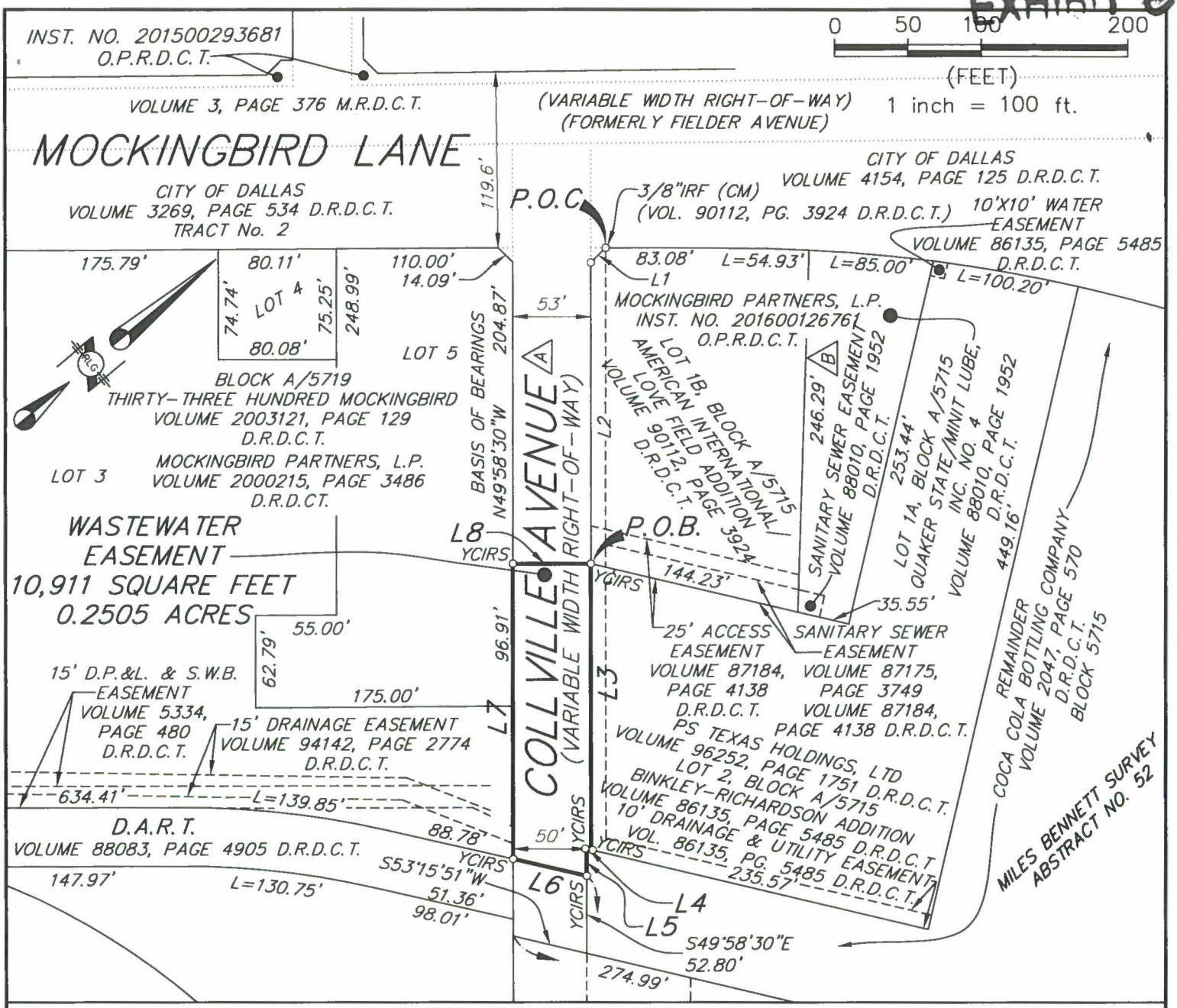
Basis of Bearings: The northeasterly line (S49°58'30"E) of Block A/5719, Thirty-Three Hundred Mockingbird Addition recorded in Volume 2003121, Page 129, Deed Records, Dallas County, Texas.



Dale R. White R.P.L.S. No. 4762
01-20-2017
03-02-2017 Revised

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4026

EXHIBIT C



MATCH LINE SHEET 4 OF 4

BASIS OF BEARINGS: THE NORTHEASTERLY LINE (N49°58'30"W) OF BLOCK A/5719, THIRTY-THREE HUNDRED MOCKINGBIRD ADDITION RECORDED IN VOLUME 2003121, PAGE 129, DEED RECORDS, DALLAS COUNTY, TEXAS.

CONTROLLING MONUMENTS: AS SHOWN.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REC #100341-00

STATE OF TEXAS
REGISTERED
DALE R. WHITE
4762
PROFESSIONAL
LAND SURVEYOR

DALE R. WHITE R.P.L.S. No. 4762
01-20-2017
03-02-2017 REVISED

WASTEWATER EASEMENT
COLLVILLE AVENUE

ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4026

SCALE	1" = 100'	DATE	12-05-2016	SHEET	3 OF 4
JOB NO.	16128	E-FILE	16128UE.dwg	DWG NO.	26,496X

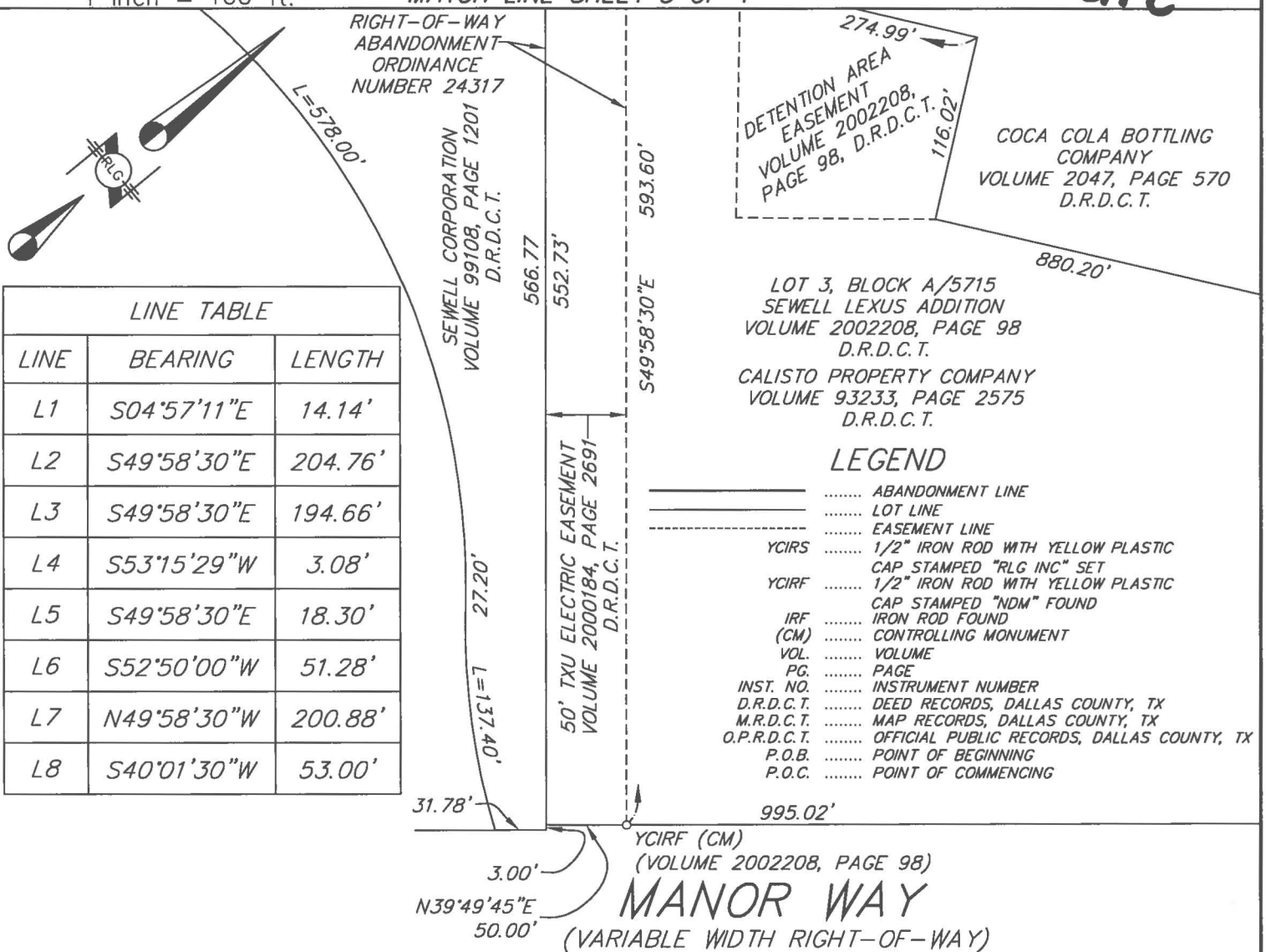
0 50 100 200

(FEET)

1 inch = 100 ft.

MATCH LINE SHEET 3 OF 4

EXHIBIT C



LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°57'11"E	14.14'
L2	S49°58'30"E	204.76'
L3	S49°58'30"E	194.66'
L4	S53°15'29"W	3.08'
L5	S49°58'30"E	18.30'
L6	S52°50'00"W	51.28'
L7	N49°58'30"W	200.88'
L8	S40°01'30"W	53.00'

LEGEND

	..... ABANDONMENT LINE
	..... LOT LINE
	..... EASEMENT LINE
YCIRS	..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
YCIRF	..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "NDM" FOUND
IRF	..... IRON ROD FOUND
(CM)	..... CONTROLLING MONUMENT
VOL.	..... VOLUME
PG.	..... PAGE
INST. NO.	..... INSTRUMENT NUMBER
D.R.D.C.T.	..... DEED RECORDS, DALLAS COUNTY, TX
M.R.D.C.T.	..... MAP RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	..... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
P.O.B.	..... POINT OF BEGINNING
P.O.C.	..... POINT OF COMMENCING

BASIS OF BEARINGS: THE NORTHEASTERLY LINE (N49°58'30"W) OF BLOCK A/5719, THIRTY-THREE HUNDRED MOCKINGBIRD ADDITION RECORDED IN VOLUME 2003121, PAGE 129, DEED RECORDS, DALLAS COUNTY, TEXAS.

CONTROLLING MONUMENTS: AS SHOWN.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100341-00

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4026

(A) COLLVILLE AVENUE DEDICATION
VOLUME 2047, PAGE 570 D.R.D.C.T.
VOLUME 86135, PAGE 5485 D.R.D.C.T.

(B) WALRAT PARTNERSHIP, LTD.
INSTRUMENT NUMBER 201100109216
O.P.R.D.C.T.

WASTEWATER EASEMENT
COLLVILLE AVENUE

ADJACENT TO BLOCKS A/5715 AND A/5719
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE	1" = 100'	DATE	12-05-2016	SHEET	4 OF 4
JOB NO.	16128	E-FILE	16128UE.dwg	DWG NO.	26,496X

25'X25' STREET RIGHT-OF-WAY DEDICATION
PART OF
LOT 1B, BLOCK A/5715
AMERICAN INTERNATIONAL / LOVE FIELD ADDITION
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT D

Being a 625 square foot (0.0143 acres) tract of land situated in the Miles Bennett Survey, Abstract No. 52, City of Dallas, Dallas County, Texas, being part of Lot 1B, Block A/5715, American International / Love Field Addition, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 90112, Page 3924, Deed Records, Dallas County, Texas and being part of a tract of land conveyed to Mockingbird Partners, L.P. by Warranty Deed recorded in Instrument Number 201600126761, Official Public Records, Dallas County, Texas , and being more particularly described as follows:

COMMENCING at a 3/8" iron rod found for corner (Volume 90112, Page 3924, Deed Records, Dallas County, Texas) at the intersection of the southeasterly right-of-way line of Mockingbird Lane (formerly Fielder Avenue, a variable width right-of-way as created by plat of Revised Map of Cedar Springs Park recorded in Volume 3, Page 376, Map Records, Dallas County, Texas, a Replat of Dallas Love Field Industrial Subdivision recorded in Instrument Number 201500293681, Official Public Records, Dallas County, Texas, Deed recorded in Volume 3269, Page 534, Deed Records, Dallas County, Texas and Warranty Deed recorded in Volume 4154, Page 125, Deed Records, Dallas County, Texas) and the cut-off line between the southeasterly right-of-way line of said Mockingbird Lane and the southwesterly right-of-way line of said Collville Avenue (fifty-three feet wide at this point as created by Volume 2047, Page 570 and the plat of Binkley-Richardson Addition recorded in Volume 86135, Page 5485, Deed Records, Dallas County, Texas), said rod being the most northerly west corner of said Lot 1B;

THENCE South 04° 57' 11" East along said cut-off line and the westerly line of said Lot 1B a distance of 14.14 feet to a point at the intersection of said cut-off line and the northeasterly right-of-way line of said Collville Avenue, said point being the most southerly west corner of said Lot 1B;

THENCE South 49° 58' 30" East along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 1B a distance of 155.47 feet to a chiseled "X" in concrete set for corner and the **POINT OF BEGINNING**;

THENCE, departing the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 1B, over and across said Lot 1B the following calls:

North 40° 01' 30" East a distance of 25.00 feet to a chiseled "X" in concrete set for corner;

South 49° 58' 30" East a distance of 25.00 feet to a chiseled "X" in concrete set for corner;

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4027

25'X25' STREET RIGHT-OF-WAY DEDICATION
PART OF
LOT 1B, BLOCK A/5715
AMERICAN INTERNATIONAL / LOVE FIELD ADDITION
MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT D

South 40° 01' 30" West a distance of 25.00 feet to a chiseled "X" in concrete set for corner on the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 1B, from which the southerly corner of said Lot 1B bears South 49° 58' 30" East a distance of 24.29 feet;

THENCE North 49° 58' 30" West along the northeasterly right-of-way line of said Collville Avenue and the southwesterly line of said Lot 1B a distance of 25.00 feet to the **POINT OF BEGINNING**, containing 625 square feet or 0.0143 acres, more or less.

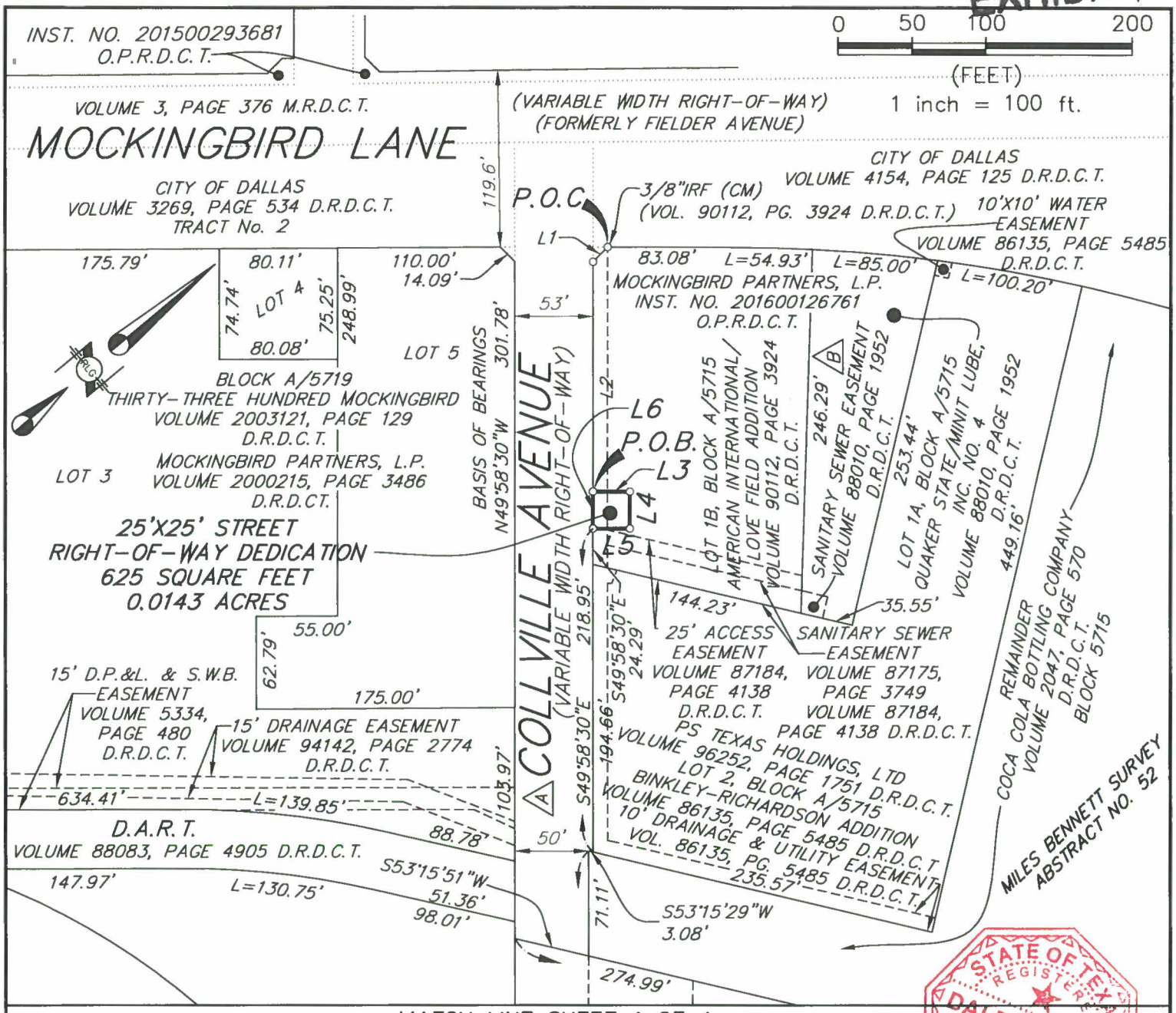
Basis of Bearings: The northeasterly line (S49°58'30"E) of Block A/5719, Thirty-Three Hundred Mockingbird Addition recorded in Volume 2003121, Page 129, Deed Records, Dallas County, Texas.



Dale R. White R.P.L.S. No. 4762
02-09-2017
03-02-2017 Revised

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4027

EXHIBIT D



MATCH LINE SHEET 4 OF 4

BASIS OF BEARINGS: THE NORTHEASTERLY LINE (S49°58'30"E) OF BLOCK A/5719, THIRTY-THREE HUNDRED MOCKINGBIRD ADDITION RECORDED IN VOLUME 2003121, PAGE 129, DEED RECORDS, DALLAS COUNTY, TEXAS. CONTROLLING MONUMENTS: AS SHOWN.

NOTE: ALL CORNERS ARE CHISELED "X" IN CONCRETE SET UNLESS OTHERWISE NOTED.

STATE OF TEXAS
REGISTERED
DALE R. WHITE
4762
PROFESSIONAL
LAND SURVEYOR

DALE R. WHITE R.P.L.S. No. 4762
02-09-2017
03-02-2017 REVISED

25'X25' STREET RIGHT-OF-WAY DEDICATION

PART OF

LOT 1B, BLOCK A/5715 AMERICAN INTERNATIONAL/ LOVE FIELD ADDITION

MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REG #100341-00

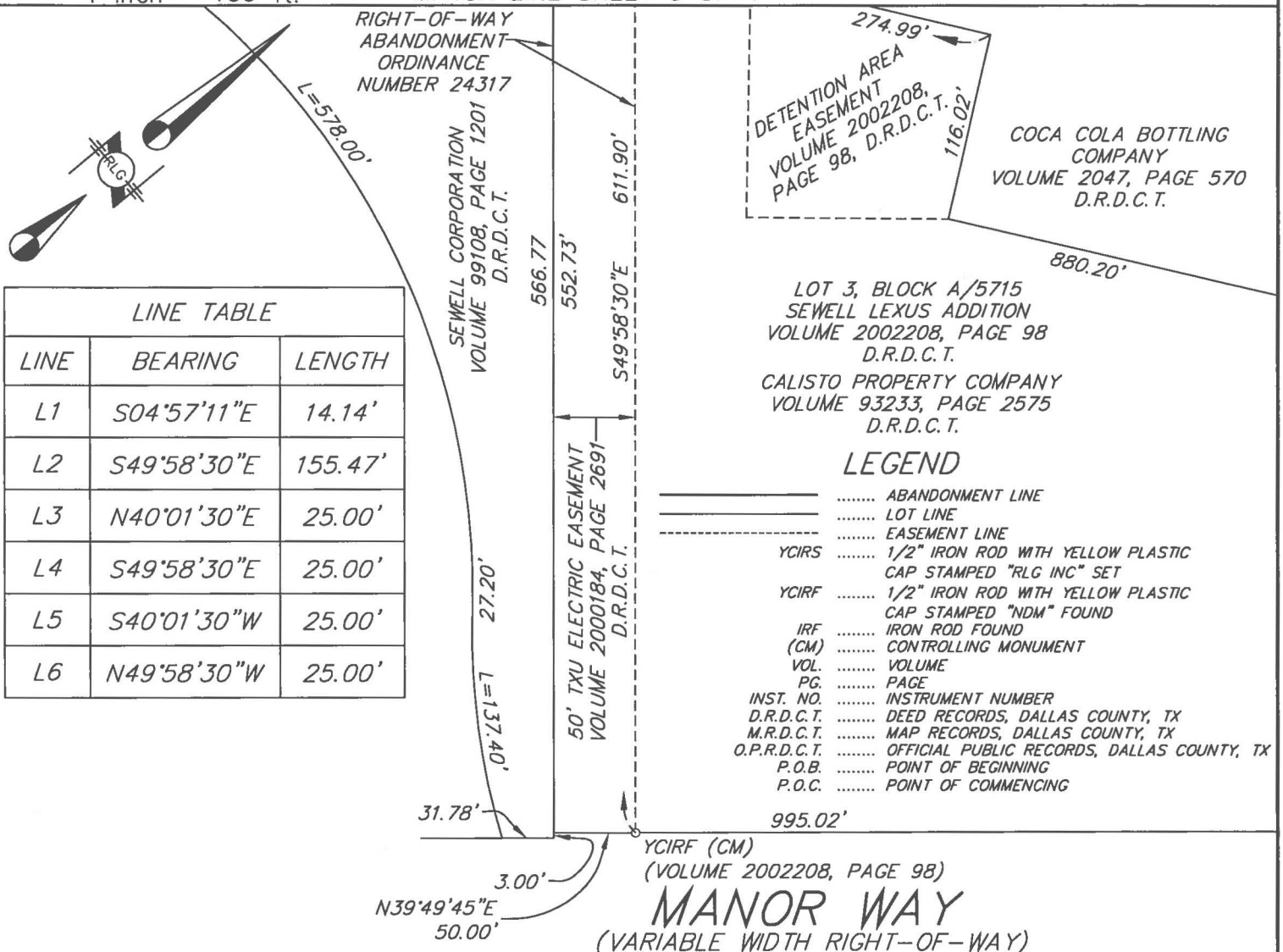
(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4027

SCALE	1" = 100'	DATE	02-07-2017	SHEET	3 OF 4
JOB NO.	16128.10	E-FILE	16128AE.dwg	DWG NO.	26,528X

EXHIBIT D

0 50 100 200
(FEET)
1 inch = 100 ft.

MATCH LINE SHEET 3 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°57'11"E	14.14'
L2	S49°58'30"E	155.47'
L3	N40°01'30"E	25.00'
L4	S49°58'30"E	25.00'
L5	S40°01'30"W	25.00'
L6	N49°58'30"W	25.00'

LEGEND

	..... ABANDONMENT LINE
	..... LOT LINE
	..... EASEMENT LINE
YCIRS	..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
YCIRF	..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "NDM" FOUND
IRF	..... IRON ROD FOUND
(CM)	..... CONTROLLING MONUMENT
VOL.	..... VOLUME
PG.	..... PAGE
INST. NO.	..... INSTRUMENT NUMBER
D.R.D.C.T.	..... DEED RECORDS, DALLAS COUNTY, TX
M.R.D.C.T.	..... MAP RECORDS, DALLAS COUNTY, TX
O.P.R.D.C.T.	..... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
P.O.B.	..... POINT OF BEGINNING
P.O.C.	..... POINT OF COMMENCING

MANOR WAY
(VARIABLE WIDTH RIGHT-OF-WAY)
(VOLUME 2047, PAGE 570 D.R.D.C.T.)
(VOLUME 2002208, PAGE 98 D.R.D.C.T.)

BASIS OF BEARINGS: THE NORTHEASTERLY LINE (S49°58'30"E) OF BLOCK A/5719, THIRTY-THREE HUNDRED MOCKINGBIRD ADDITION RECORDED IN VOLUME 2003121, PAGE 129, DEED RECORDS, DALLAS COUNTY, TEXAS. CONTROLLING MONUMENTS: AS SHOWN.

(A) COLLVILLE AVENUE DEDICATION
VOLUME 2047, PAGE 570 D.R.D.C.T.
VOLUME 86135, PAGE 5485 D.R.D.C.T.

(B) WALRAT PARTNERSHIP, LTD.
INSTRUMENT NUMBER 201100109216
O.P.R.D.C.T.

25'X25' STREET RIGHT-OF-WAY DEDICATION

PART OF

LOT 1B, BLOCK A/5715 AMERICAN INTERNATIONAL/ LOVE FIELD ADDITION

MILES BENNETT SURVEY, ABSTRACT No. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REC #100341-00

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 3/20/17
SPRG NO.: 4027

SCALE	1" = 100'	DATE	02-07-2017	SHEET	4 OF 4
JOB NO.	16128.10	E-FILE	16128AE.dwg	DWG NO.	26,528X

AGENDA ITEM # 36

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45K

SUBJECT

An ordinance abandoning a portion of a drainage easement and a storm sewer easement to 1445 Ross Ave, LLC, the abutting owner, containing a total of approximately 790 square feet of land, located near the intersection of Munger Avenue and Freeman Street; and providing the dedication of approximately 1,126 square feet of land needed for a drainage easement - Revenue: $5,400, plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a drainage easement and a storm sewer easement to 1445 Ross Ave, LLC, the abutting owner. The area will be included with the property of the abutting owner for the construction of a parking garage. The owner will dedicate approximately 1,126 square feet of land needed for a drainage easement. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $5,400, plus the $20 ordinance publication fee

OWNER

1445 Ross Ave, LLC

Robert C. Goddard III, Manager

MAP

Attached



Log: 42940

Applicant: 1445 Ross Ave, LLC

Mapsco: 45K

Abandonment: Storm Sewer: Drainage:

Dedication:

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a drainage easement and a storm sewer easement, located in City Block A/515 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 1445 Ross Ave, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; 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 1445 Ross Ave, LLC, a Delaware limited liability company; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tracts of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE** its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said drainage easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement to be provided by **GRANTEE** and acceptable to the Director of Department of Sustainable Development and Construction, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Department of Sustainable Development and Construction; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Department of Sustainable Development and Construction. 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 10. That the abandonment, relinquishment and quitclaim made herein shall be subject to **GRANTEE** conveying property to the City of Dallas a drainage easement for drainage purposes, within 90 days of the effective date of this ordinance, in, under, through, across and along certain properties located in City Block A/515 as part of the consideration for the property herein abandoned by the City of Dallas and QUITCLAIMED to the **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 1,126 square feet of land, a description is attached hereto and made a part hereof as Exhibit B. Failure to convey the above described easement as set forth shall render this ordinance null and void and of no further effect.

SECTION 11. That at such time as the instrument described in Section 10 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the Deed Records of Dallas County, Texas; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and Construction

BY: _____
Assistant Director

Passed _____.

Exhibit A

EXHIBIT A-TRACT 1

DRAINAGE EASEMENT ABANDONMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

BEING a 505 square feet or 0.0116 acre tract of land located in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, said 0.0116 acre tract of land being a portion of **LOT 3A, BLOCK A/515, FIRST INTERSTATE BANK ADDITION**, being an Addition to the said City and State, according to the plat thereof filed for record in Volume 90048, Page 1612, Deed Records, Dallas County, Texas (D.R.D.C.T.), said 0.0116 acre tract of land also being a portion of that same tract described as "Tract 3" and being conveyed to **1445 ROSS AVE, LLC,** by Special Warranty Deed as recorded in Dallas County Clerk's Instrument No. 201400159325, Official Public Records, Dallas County, Texas, said 0.0116 acre tract also being apportion of an existing Drainage Easement, created and conveyed to the City of Dallas, as recorded in Volume 82120, Page 1482, D.R.D.C.T., said 0.0116 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cross cut in a brass monument stamped "N.W.L. ENGINEERS" found at the north property corner of said Lot 3A, said commencement point being at the intersection of the southeast right-of-way line of Munger Avenue, being a 64 feet wide right-of-way at this point, with the southwest right-of-way line of Freeman Street, being a 25 feet wide right-of-way at this point;

THENCE South 45°51'23" East, along the northeast property line of said Lot 3A, same being the said southwest right-of-way line of Freeman Street, a distance of 134.90 feet to a mag nail set for corner;

THENCE South 46°44'22" East, continuing along the said property line and said right-of-way line, a distance of 3.35 feet to the **POINT OF BEGINNING** of the herein described tract having a grid coordinate of N: 6,973,099.14 and E: 2,490,092.96;

THENCE South 46°44'22" East, continuing along the said property line and said right-of-way line, a distance of 2.16 feet to the intersection of the said property line and said right-of-way line with the east easement corner of the said Drainage Easement, from which a cross cut in a brass monument stamped "N.W.L. ENGINEERS" found at the east property corner of said Lot 3A bears South 45°31'15" East, a distance of 441.57 feet;

THENCE departing the said property line and the said right-of-way line, over and across said Lot 3A, and along the south and west lines of the said existing Drainage Easement the following courses and distances:

South 65°33'40" West, a distance of 14.80 feet to the beginning of a tangent curve to the right having a radius of 37.50 feet;

Along said curve to the right, an arc length of a 44.89 feet, through a central angle of 68°34'57", and across a chord which bears North 80°08'52 West, a chord length of 42.25 feet;

North 45°51'23" West, a distance of 73.76 feet to the beginning of a tangent curve to the left having a radius of 22.50 feet;

Along said curve to the left, an arc length of 35.09 feet, through a central angle of 89°21'26", and across a chord which bears South 89°27'54" West, a chord length of 31.64 feet to a point;

THENCE departing the said existing easement line, over and across said Lot 3A the following courses and distances:

REVIEWED BY 11.02.2016 SIRC 3620

SPOONER AND ASSOCIATES, INC, 309 BYERS STREET, #100, EULESS, TEXAS 76039 – PH. 817-685-8448 – ESPOONER@SPOONERSURVEYORS.COM – S&A #15-024

DRAINAGE EASEMENT ABANDONMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

Exhibit A
EXHIBIT A-TRACT 1

North 44°47'10" East, a distance of 2.52 feet to the beginning of a non-tangent curve to the right having a radius of 24.00 feet;

Along said curve to the right, an arc length of 37.43 feet, through a central angle of 89°21'27", and across a chord which bears North 89°27'53" East, a chord length of 33.75 feet;

South 45°51'23" East, a distance of 76.77 feet to the beginning of a tangent curve to the left having a radius of 30.00 feet;

Along said curve to the left, an arc length of 35.91 feet, through a central angle of 68°34'57", and across a chord which bears South 80°08'52" East, a chord length of 33.80 feet;

North 65°33'40" East, a distance of 15.58 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0116 acres (505 square feet)** of land, more or less.

NOTE: The bearings recited hereinabove are based on a local coordinate system based on NAD83, Texas North Central Zone 4202, derived from GPS RTK observations using the North Texas VRS Network (maintained by Western Data Systems).

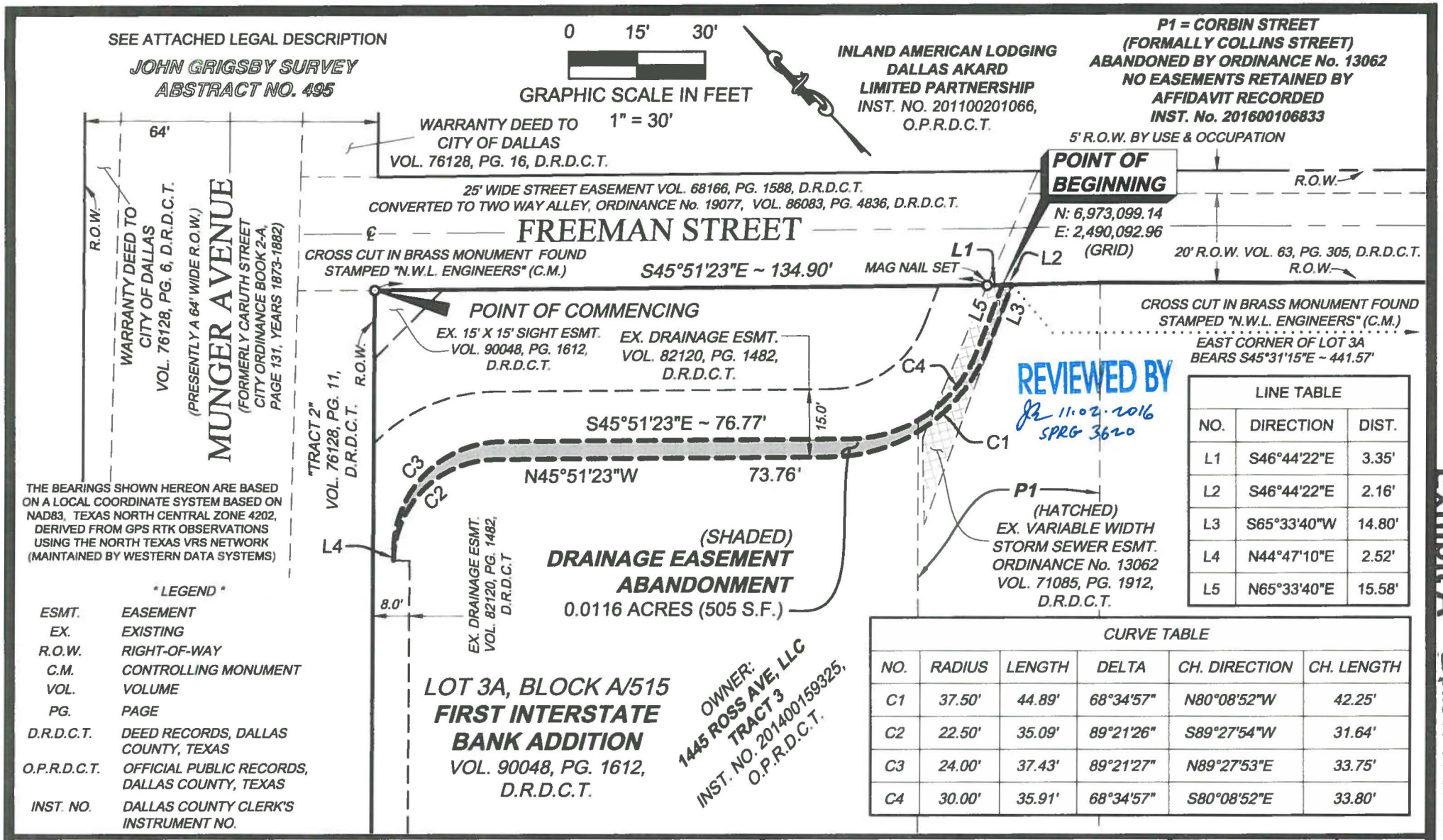


10-12-16

Eric S. Spooner, R.P.L.S.
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

REVIEWED BY
11.02.2016
SPRG 3620

SPOONER AND ASSOCIATES, INC, 309 BYERS STREET, #100, EULESS, TEXAS 76039 – PH. 817-685-8448 – ESPOONER@SPOONERSURVEYORS.COM – S&A #15-024



LINE TABLE		
NO.	DIRECTION	DIST.
L1	S46°44'22"E	3.35'
L2	S46°44'22"E	2.16'
L3	S65°33'40"W	14.80'
L4	N44°47'10"E	2.52'
L5	N65°33'40"E	15.58'

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CH. DIRECTION	CH. LENGTH
C1	37.50'	44.89'	68°34'57"	N80°08'52"W	42.25'
C2	22.50'	35.09'	89°21'26"	S89°27'54"W	31.64'
C3	24.00'	37.43'	89°21'27"	N89°27'53"E	33.75'
C4	30.00'	35.91'	68°34'57"	S80°08'52"E	33.80'

DRAINAGE EASEMENT ABANDONMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

PROPERTY: LOT 3A, BLOCK A/515, FIRST INTERSTATE BANK ADDITION
LOCATION: CITY OF DALLAS, DALLAS CO., TEXAS

PAGE 3 OF 3

S&A JOB NO.: 15-024
DATE: 02/01/2016 ~ REV. 10-12-16

DRAWN BY: C.R.R.
CHECKED BY: E.S.S. ACAD FILE: 15-024 REV EASEMENTS.dwg

SPOONER & ASSOCIATES
CELEBRATING 25 YEARS OF SERVICE
REGISTERED PROFESSIONAL LAND SURVEYORS
309 BYERS STREET, #100
EULESS, TX 76039
TBPLS NO. 10054900 (817) 685-8448
WWW.SPOONERSURVEYORS.COM

STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

10-12-16

Exhibit A

Exhibit A

EXHIBIT A-TRACT 2

STORM SEWER EASEMENT ABANDONMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

BEING a 285 square foot or 0.0065 acre tract of land located in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, said 0.0065 acre tract of land being a portion of **LOT 3A, BLOCK A/515, FIRST INTERSTATE BANK ADDITION**, being an Addition to the said City and State, according to the plat thereof filed for record in Volume 90048, Page 1612, Deed Records, Dallas County, Texas (D.R.D.C.T.), said 0.0065 acre tract of land also being a portion of that same tract described as "Tract 3" and being conveyed to **1445 ROSS AVE, LLC,** by Special Warranty Deed as recorded in Dallas County Clerk's Instrument No. 201400159325, Official Public Records, Dallas County, Texas, said 0.0065 acre tract of land also being all of an existing Storm Sewer Easement created by City of Dallas Ordinance No. 13062 as recorded in Volume 71085, Page 1912, D.R.D.C.T., said 0.0065 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cross cut in a brass monument stamped "N.W.L. Engineers" found at the north property corner of Lot 3A, same being at the intersection of the southeast right-of-way line of Munger Avenue (being a 64 feet wide right-of-way at this point) with the southwest right-of-way line of Freeman Street (being a 25 feet wide right-of-way);

THENCE South 45°51'23" East, along the northeast property line of said Lot 3A and along the said southwest right-of-way line of Freeman Street, a distance of 134.90 feet to a mag nail set at the **POINT OF BEGINNING** of the herein described tract of land, said beginning point being at the intersection of the said property line with the north line of the said existing Storm Sewer Easement, said point of beginning having a grid coordinate of N:6,973,101.43 and E:2,490,090.53;

THENCE South 46°44'22" East, continuing along the said property line, said right-of-way line and the northeast line of the said existing Storm Sewer Easement, a distance of 5.48 feet to a point for corner from which a cross cut in a brass monument stamped "N.W.L. Engineers" found at the east property corner of said Lot 3A bears South 45°31'15" East, a distance of 441.60 feet;

THENCE departing the said property line and the said right-of-way line, over and across said Lot 3A, and along the south, northwest and north lines of the said existing Storm Sewer Easement the following courses and distances;

South 64°35'12" West, a distance of 56.30 feet;

North 43°37'12" East, a distance of 19.30 feet;

North 67°25'48" East, a distance of 36.33 feet to the **POINT OF BEGINNING.**

The hereinabove described tract of land contains a computed area of **0.0065 acres (285 square feet)** of land, more or less.

NOTE: The bearings recited hereinabove are based on a local coordinate system based on NAD83, Texas North Central Zone 4202 derived from GPS RTK observations using the North Texas VRS Network (maintained by Western Data Systems).

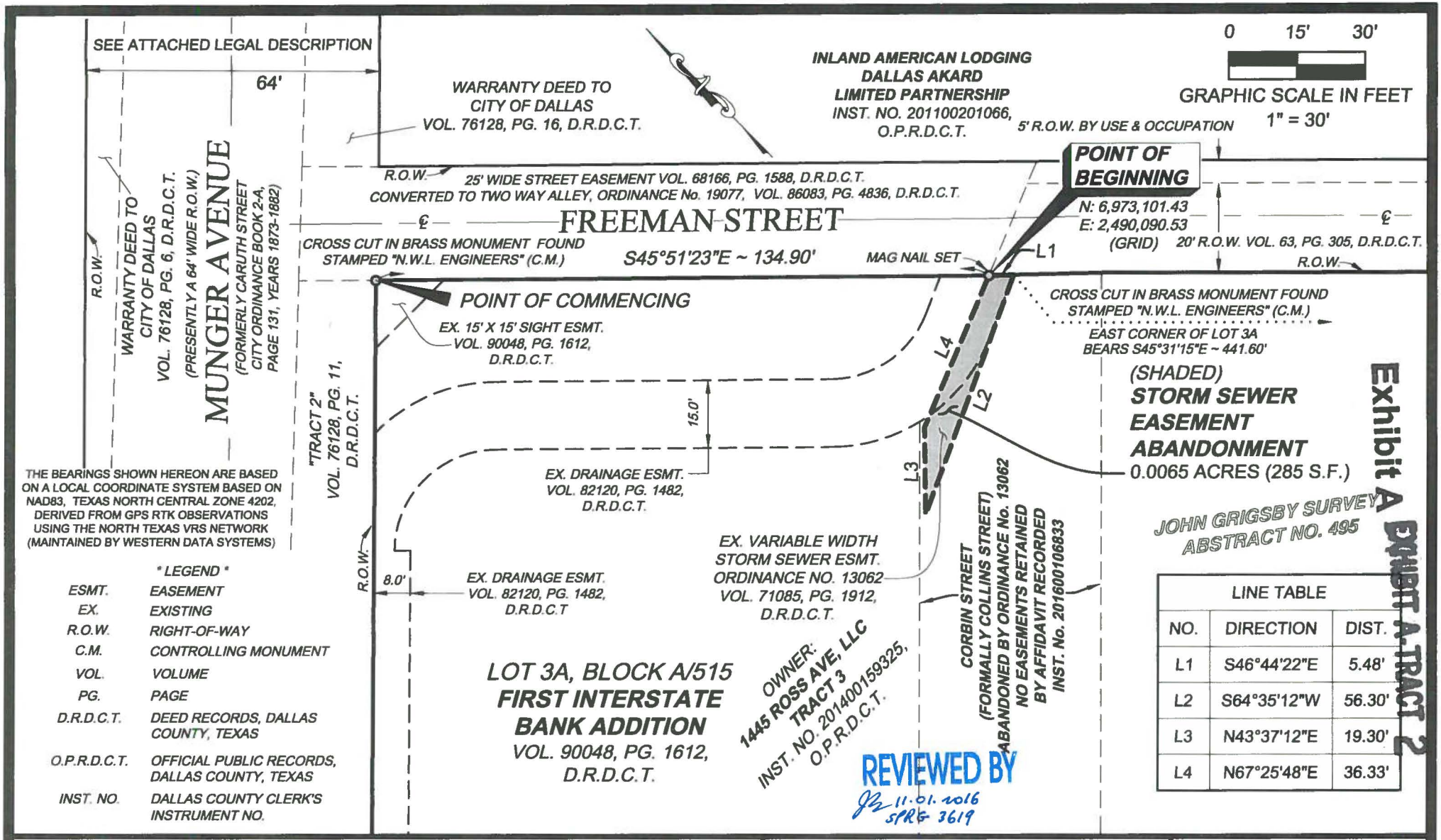
REVIEWED BY
JR 11.01.2016
SPRG 3619

Eric S. Spooner, R.P.L.S.
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

10-12-16



SPOONER AND ASSOCIATES, INC. 309 BYERS STREET, #100, EULESS, TEXAS 76039 – PH. 817-685-8448 – ESPOONER@SPOONERSURVEYORS.COM – S&A #15-024



THE BEARINGS SHOWN HEREON ARE BASED ON A LOCAL COORDINATE SYSTEM BASED ON NAD83, TEXAS NORTH CENTRAL ZONE 4202, DERIVED FROM GPS RTK OBSERVATIONS USING THE NORTH TEXAS VRS NETWORK (MAINTAINED BY WESTERN DATA SYSTEMS)

* LEGEND *	
ESMT.	EASEMENT
EX.	EXISTING
R.O.W.	RIGHT-OF-WAY
C.M.	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
INST. NO.	DALLAS COUNTY CLERK'S INSTRUMENT NO.

LINE TABLE		
NO.	DIRECTION	DIST.
L1	S46°44'22"E	5.48'
L2	S64°35'12"W	56.30'
L3	N43°37'12"E	19.30'
L4	N67°25'48"E	36.33'

STORM SEWER EASEMENT ABANDONMENT FIRST INTERSTATE BANK ADDITION LOT 3A, BLOCK A/515

PROPERTY: LOT 3A, BLOCK A/515, FIRST INTERSTATE BANK ADDITION
LOCATION: CITY OF DALLAS, DALLAS CO., TEXAS

PAGE 2 OF 2

S&A JOB NO.: 15-024
DATE: 02/01/2016 ~ REV. DATE: 10/12/2016

DRAWN BY: C.R.R.
CHECKED BY: E.S.S. ACAD FILE: 15-024 REV EASEMENTS.dwg

SPOONER & ASSOCIATES
CELEBRATING 25 YEARS OF SERVICE
REGISTERED PROFESSIONAL LAND SURVEYORS
309 BYERS STREET, #100
EULESS, TX 76039
TBPLS NO. 10054900 (817) 685-8448
WWW.SPOONERSURVEYORS.COM

SPOONER & ASSOC., INC. 309 BYERS STREET, SUITE 100, EULESS, TX 76039, PH 817-685-8448

10-12-16
STATE OF TEXAS REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL LAND SURVEYOR

EXHIBIT B

DRAINAGE EASEMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

BEING a 1,126 square feet or 0.0259 acre tract of land located in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, said 0.0259 acre tract of land being a portion of **LOT 3A, BLOCK A/515, FIRST INTERSTATE BANK ADDITION**, being an Addition to the said City and State, according to the plat thereof filed for record in Volume 90048, Page 1612, Deed Records, Dallas County, Texas (D.R.D.C.T.), said 0.0259 acre tract of land also being a portion of that same tract described as "Tract 3" and being conveyed to **1445 ROSS AVE, LLC,** by Special Warranty Deed as recorded in Dallas County Clerk's Instrument No. 201400159325, Official Public Records, Dallas County, Texas, said 0.0259 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cross cut in a brass monument stamped "N.W.L. ENGINEERS" found at the north lot corner of said Lot 3A, said commencement point being at the intersection of the southeast right-of-way line of Munger Avenue, being a 64 feet wide right-of-way at this point, with the southwest right-of-way line of Freeman Street, being a 25 feet wide right-of-way at this point;

THENCE South 45°51'23" East, along the northeast lot line of said Lot 3A, same being the said southwest right-of-way line of Freeman Street, a distance of 116.75 feet to the **POINT OF BEGINNING** having a grid coordinate of N: 6,973,114.08 and E: 2,489,778.43;

THENCE South 45°51'23" East, continuing along the said lot line and along the said right-of-way line, a distance of 7.52 feet to a point from which a 3" aluminum monument set for corner bears South 45°51'23" East, a distance of 10.64 feet;

THENCE departing the said lot line and the said right-of-way line, over and across said Lot 3A, and along the northeast easement line of an existing 15 feet wide Drainage Easement conveyed to the City of Dallas as recorded in Volume 82120, Page 1482, D.R.D.C.T., the following courses and distances:

South 65°33'40" West, a distance of 8.83 feet to the beginning of a tangent curve to the right having a radius of 22.50 feet;

Along said curve to the right, an arc length of 26.93 feet, and across a chord which bears North 80°08'52" West, a chord length of 25.35 feet;

North 45°51'23" West, a distance of 73.76 feet to the beginning of a tangent curve to the left having a radius of 37.50 feet;

Along said curve to the left, an arc length of 29.73 feet, and across a chord which bears North 68°34'18" West, a chord length of 28.96 feet to the northwest lot line of said Lot 3A, same being the aforesaid southeast right-of-way line of Munger Avenue;

THENCE North 44°47'10" East, along the said lot line and along the said right-of-way line, a distance of 10.02 feet to a point from which the said north lot corner of said Lot 3A bears North 44°47'10" East, a distance of 23.67 feet, said point being at the beginning of a non-tangent curve to the right having a radius of 44.00 feet;

REVIEWED BY JE 02.22.2017 SPRG 4029

SPOONER AND ASSOCIATES, INC, 309 BYERS STREET, #100. EULESS, TEXAS 76039 – PH. 817-685-8448 – ESPOONER@SPOONERSURVEYORS.COM – S&A #15-024

DRAINAGE EASEMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

EXHIBIT B

THENCE departing the said lot line and the said right-of-way line, over and across said Lot 3A the following courses and distances:

Along said curve to the right, an arc length of 30.52 feet, and across a chord which bears South 65°43'40" East, a chord length of 29.91 feet;

South 45°51'23" East, a distance of 76.77 feet to the beginning of a tangent curve to the left having a radius of 10.00 feet;

Along said curve to the left, an arc length of 11.97 feet, and across a chord which bears South 80°08'52" East, a chord length of 11.27 feet;

North 65°33'22" East, a distance of 7.68 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0259 acres (1,126 square feet)** of land, more or less.

NOTE: The bearings recited hereinabove are based on a local coordinate system based on NAD83, Texas North Central Zone 4202, derived from GPS RTK observations using the North Texas VRS Network (maintained by Western Data Systems).



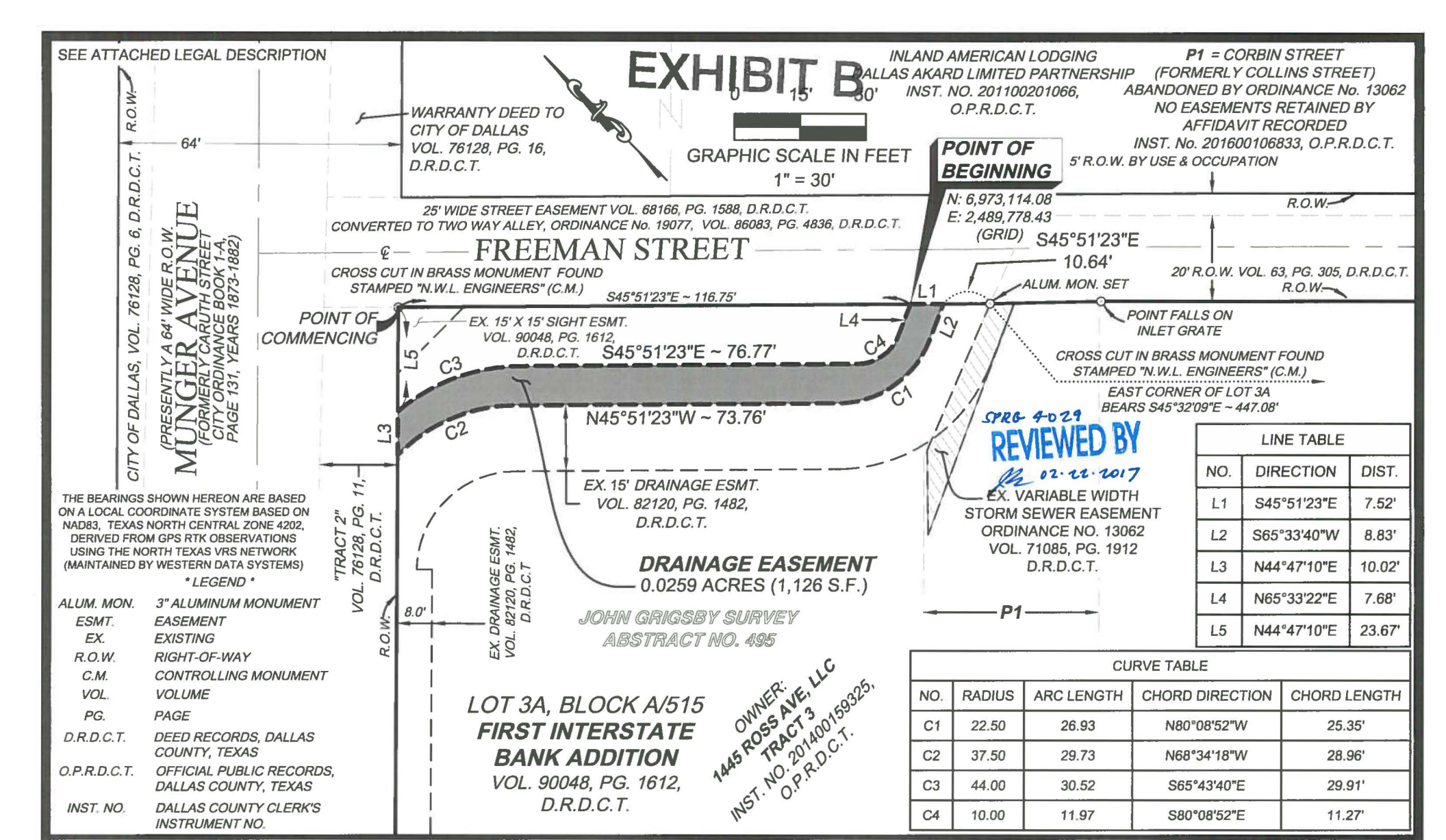
2.17.17

Eric S. Spooner, R.P.L.S.
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

REVIEWED BY
02.22.2017
SPRG 4029

SPOONER AND ASSOCIATES, INC. 309 BYERS STREET, #100, EULESS, TEXAS 76039 – PH. 817-685-8448 – ESPOONER@SPOONERSURVEYORS.COM – S&A #15-024

EXHIBIT B



THE BEARINGS SHOWN HEREON ARE BASED ON A LOCAL COORDINATE SYSTEM BASED ON NAD83, TEXAS NORTH CENTRAL ZONE 4202, DERIVED FROM GPS RTK OBSERVATIONS USING THE NORTH TEXAS VRS NETWORK (MAINTAINED BY WESTERN DATA SYSTEMS)

* LEGEND *

ALUM. MON.	3" ALUMINUM MONUMENT
ESMT.	EASEMENT
EX.	EXISTING
R.O.W.	RIGHT-OF-WAY
C.M.	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
INST. NO.	DALLAS COUNTY CLERK'S INSTRUMENT NO.

LINE TABLE		
NO.	DIRECTION	DIST.
L1	S45°51'23"E	7.52'
L2	S65°33'40"W	8.83'
L3	N44°47'10"E	10.02'
L4	N65°33'22"E	7.68'
L5	N44°47'10"E	23.67'

CURVE TABLE				
NO.	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	22.50	26.93	N80°08'52"W	25.35'
C2	37.50	29.73	N68°34'18"W	28.96'
C3	44.00	30.52	S65°43'40"E	29.91'
C4	10.00	11.97	S80°08'52"E	11.27'

DRAINAGE EASEMENT
FIRST INTERSTATE BANK ADDITION
LOT 3A, BLOCK A/515

PROPERTY: LOT 3A, BLOCK A/515, FIRST INTERSTATE BANK ADDITION
LOCATION: CITY OF DALLAS, DALLAS CO., TEXAS

S&A JOB NO.: 15-024-1
DATE: 02/03/2017

DRAWN BY: R.W.B
CHECKED BY: E.S.S. ACAD FILE: 15-024-1 REV EASEMENTS.dwg

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 25 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

2.17.17
STATE OF TEXAS REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL LAND SURVEYOR

AGENDA ITEM # 37

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 1

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 54D

SUBJECT

An ordinance abandoning two wastewater easements and a storm sewer easement to PRII/Crescent Bishop Arts, LP, the abutting owner, containing a total of approximately 3,964 square feet of land, located near the intersection of Zang Boulevard and Davis Street - Revenue: $5,400, plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of two wastewater easements and a storm sewer easement to PRII/Crescent Bishop Arts, LP, the abutting owner. The area will be included with the property of the abutting owner to be developed as a mixed-use development consisting of multi-family and retail. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed by memorandum regarding this matter on April 10, 2017.

FISCAL INFORMATION

Revenue - $5,400, plus the $20 ordinance publication fee

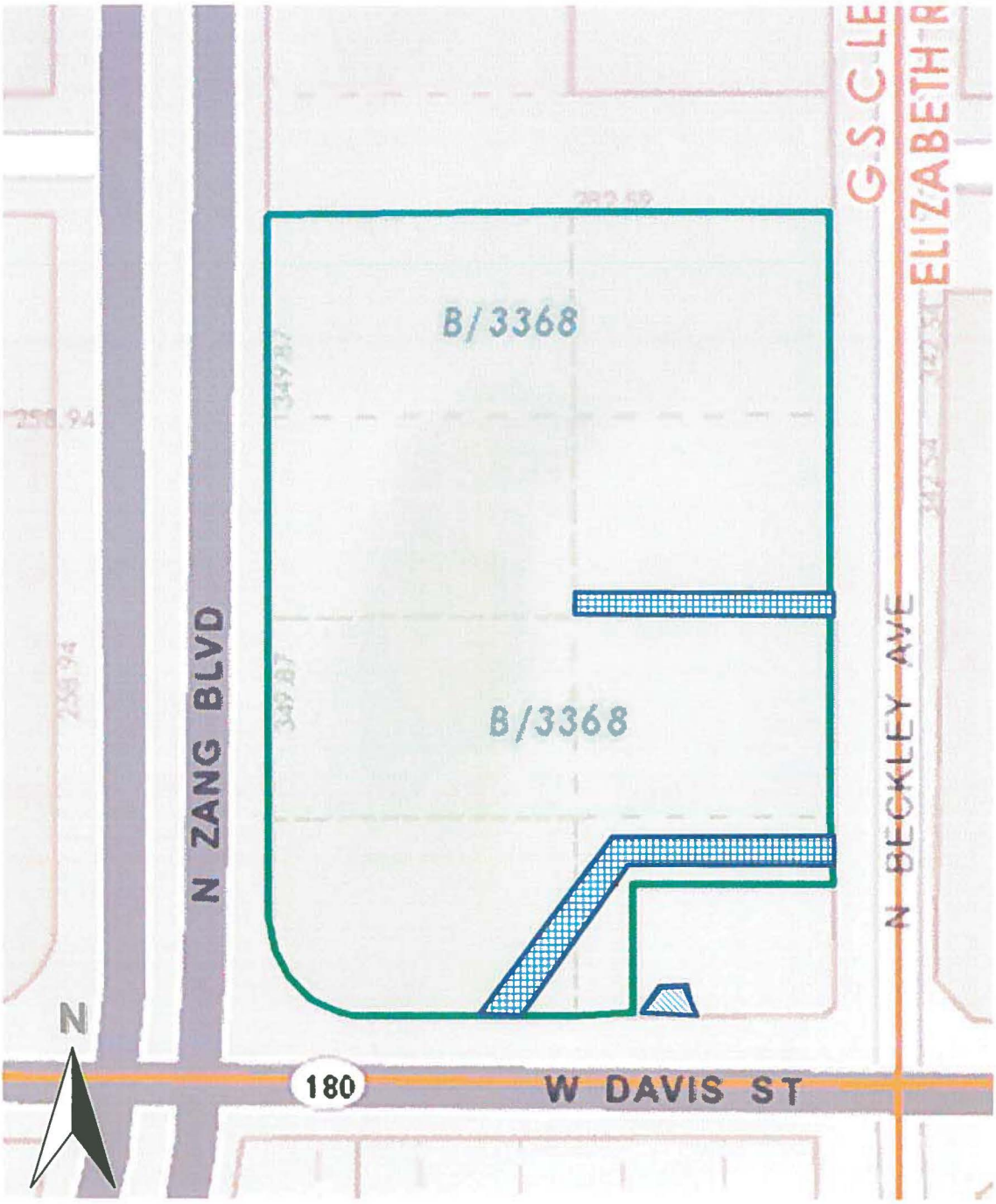
OWNER

PRII/Crescent Bishop Arts, LP

Kristopher Kashata, Authorized Signatory

MAP

Attached



Log: 43797

Applicant: PRII/Crescent Bishop Arts, LP

Mapsco: 54D

Abandonment: Wastewater

Storm Sewer:

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of two wastewater easements and a storm sewer easement, located in City Block B/3368 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to PRII/Crescent Bishop Arts, LP; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; 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 PRII/Crescent Bishop Arts, LP, a Delaware Limited Partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tracts of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE** its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said wastewater and storm sewer easements shall not become effective until and unless the existing sewer main installations and facilities are disconnected and rendered inoperable.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and Construction

BY: _____
Assistant Director

Passed _____.

EXHIBIT A-TRACT 1

STORM SEWER EASEMENT ABANDONMENT
ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 8, BLOCK B/3368
GEORGE S.C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING A 161 SQUARE FOOT (0.0037 ACRE) TRACT OF LAND SITUATED IN THE GEORGE S. C. LEONARD SURVEY, ABSTRACT NO. 780, CITY OF DALLAS, DALLAS COUNTY, TEXAS, BEING A PORTION OF LOT 8, BLOCK B/3368 OF ZANG'S CRYSTAL HILL ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 75, MAP RECORDS OF DALLAS COUNTY, TEXAS (M.R.D.C.T.), BEING ALL OF THAT CERTAIN STORM SEWER EASEMENT DESCRIBED IN A DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 3403, PAGE 562, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO DALLAS COUNTY SCHOOL TRUSTEES OF DALLAS COUNTY, TEXAS RECORDED IN VOLUME 83128, PAGE 3690, D.R.D.C.T.; SAID 161 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CUT "X" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK B/3368 AND SAID TRACT OF LAND TO DALLAS COUNTY SCHOOL TRUSTEES OF DALLAS COUNTY, TEXAS, RECORDED IN VOLUME 83128, PAGE 3690, D.R.D.C.T., SAME BEING THE SOUTHEAST CORNER OF A CALLED 13-SQUARE FOOT TRACT OF LAND DESCRIBED IN AN EASEMENT DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 95104, PAGE 1197, D.R.D.C.T., SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF DAVIS STREET, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, ALSO KNOWN AS STATE HIGHWAY NO. 180), PARTIALLY DESCRIBED IN A DEED OF DEDICATION TO THE CITY OF DALLAS, RECORDED IN VOLUME 568, PAGE 688, D.R.D.C.T., AND A CALLED 5,500 SQUARE FOOT TRACT OF LAND (TRACT 1) DESCRIBED IN A WARRANTY DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 2180, PAGE 297, D.R.D.C.T., WITH THE WEST RIGHT-OF-WAY LINE OF BECKLEY AVENUE, (A 60-FOOT PUBLIC RIGHT-OF-WAY) CREATED BY SAID ZANG'S CRYSTAL HILL ADDITION, AND FROM WHICH A 5/8-INCH IRON ROD WITH 3-INCH ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND FOR THE NORTHEAST CORNER OF LOT 7, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION, SAME BEING THE SOUTHEAST CORNER OF LOT 6, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION AND THE SOUTHEAST CORNER OF AN EASEMENT FOR STREET PURPOSES DESCRIBED IN A WARRANTY DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 3768, PAGE 542, D.R.D.C.T., BEARS NORTH 00°50'32" WEST, A DISTANCE OF 199.00 FEET;

THENCE (L1) SOUTH 88°53'22" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DAVIS STREET, A DISTANCE OF 82.02 FEET TO THE **POINT OF BEGINNING**;

THENCE (L2) SOUTH 88°53'22" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DAVIS STREET, A DISTANCE OF 18.00 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID DAVIS STREET, OVER AND ACROSS SAID LOT 8, BLOCK B/3368, AND SAID TRACT OF LAND TO DALLAS COUNTY SCHOOL TRUSTEES OF DALLAS COUNTY, TEXAS, RECORDED IN VOLUME 83128, PAGE 3690, D.R.D.C.T., THE FOLLOWING CALLS:

(L3) NORTH 30°09'21" EAST, A DISTANCE OF 13.90 FEET TO A POINT FOR CORNER;

(L4) NORTH 88°53'22" EAST, A DISTANCE OF 9.10 FEET TO A POINT FOR CORNER;

(L5) SOUTH 09°11'11" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING;

(For SPRG use only)

Reviewed by: A. Rodriguez Date: 2/24/17 SPRG NO: 3848

EXHIBIT A-TRACT 1

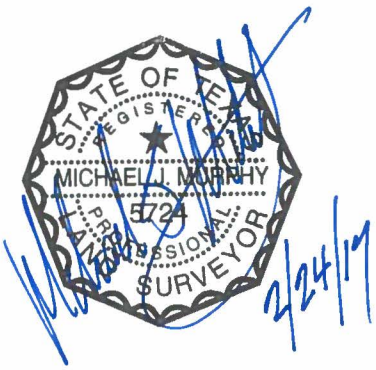
STORM SEWER EASEMENT ABANDONMENT
ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 8, BLOCK B/3368
GEORGE S.C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

CONTAINING A COMPUTED AREA OF161 SQUARE FEET OR 0.0037 ACRES, MORE OF LESS.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

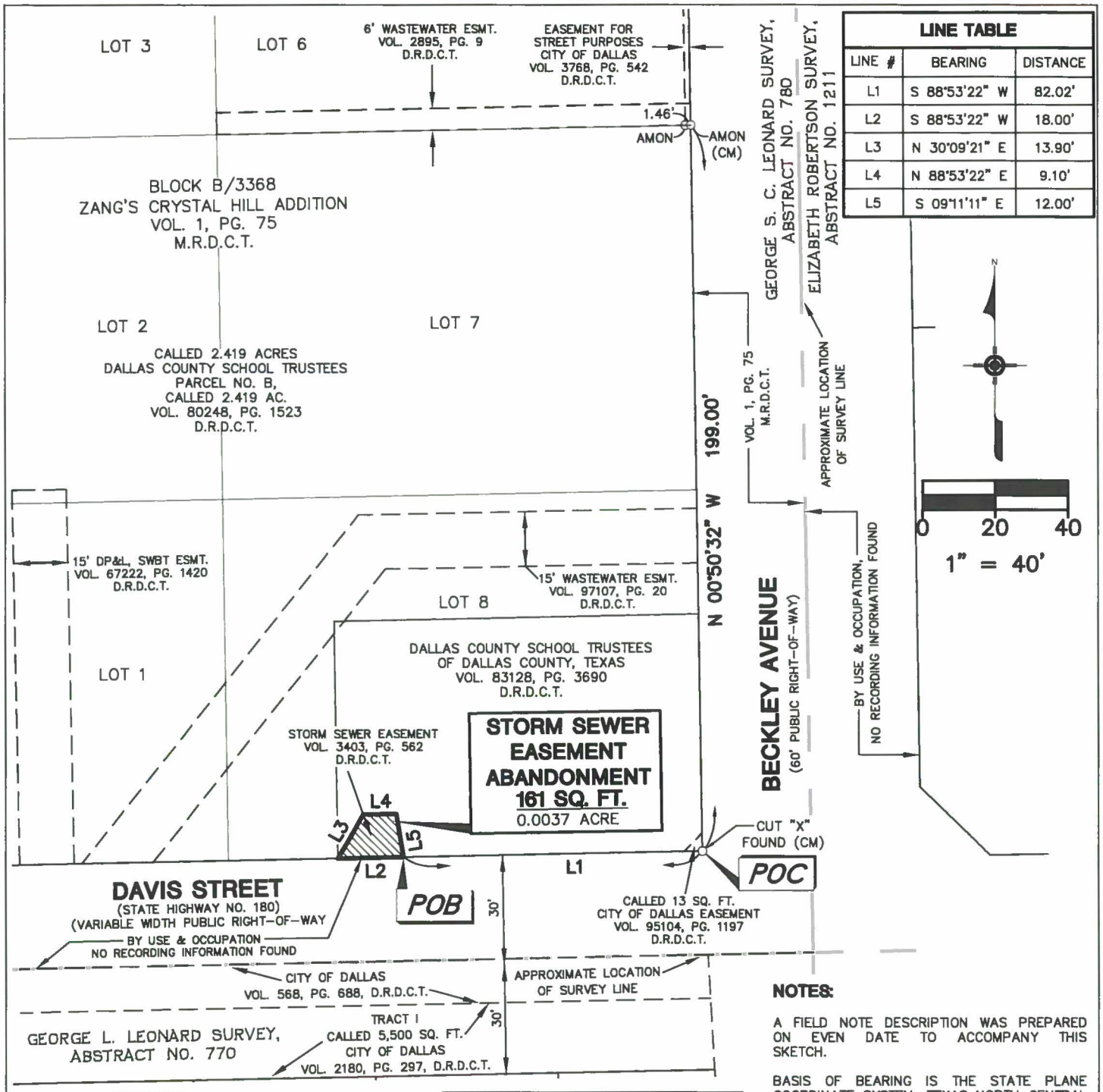
BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.



(For SPRG use only)

Reviewed by: A. Rodriguez Date: 2/24/17 SPRG NO: 3848

EXHIBIT A-TRACT 1



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88°53'22" W	82.02'
L2	S 88°53'22" W	18.00'
L3	N 30°09'21" E	13.90'
L4	N 88°53'22" E	9.10'
L5	S 09°11'11" E	12.00'

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

LEGEND

AMON	5/8-INCH IRON ROD WITH 3" ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
(CM)	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS DALLAS COUNTY, TEXAS
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING

(FOR SPRG USE ONLY)
REVIEWED BY: A. Rodriguez
DATE: 2/24/17
SPRG NO. 3848

STATE OF TEXAS
REGISTERED
MICHAEL J. MURPHY
5724
PROFESSIONAL
LAND SURVEYOR
2/24/17

MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

Stantec
12222 Merit Drive, Suite 400
Dallas, Texas 75251
Tel. (972) 991-0011
TBPE # F-6324 TBPLS # 10194229
Copyright © 2016

STORM SEWER EASEMENT ABANDONMENT

ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 8, BLOCK B/3368
GEORGE S. C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DATE: 2/24/2017	SCALE: 1" = 40'	DRAWN BY: RDR/JAC	PROJECT NO.: 222210029-REF. NO. R0100956-30007	SHEET NO. 3 OF 3

V:\2222\active\222210029\survey\exhibits\222210029-ESMT-ABAND.DWG Feb 24, 17 7:37 AM by: mikmurphy

WASTEWATER EASEMENT ABANDONMENT
ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOTS 1 & 8, BLOCK B/3368
GEORGE S.C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A-TRACT 2

BEING A 3,023 SQUARE FOOT (0.0694 ACRE) TRACT OF LAND SITUATED IN THE GEORGE S. C. LEONARD SURVEY, ABSTRACT NO. 780, CITY OF DALLAS, DALLAS COUNTY, TEXAS, BEING A PORTION OF LOTS 1 AND 8, BLOCK B/3368 OF ZANG'S CRYSTAL HILL ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 75, MAP RECORDS OF DALLAS COUNTY, TEXAS (M.R.D.C.T.), AND BEING ALL OF THAT 15-FOOT WIDE WASTEWATER EASEMENT DESCRIBED IN A DEED TO THE CITY OF DALLAS RECORDED IN VOLUME 97107, PAGE 20, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND A PORTION OF A CALLED 2.419 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO DALLAS COUNTY SCHOOL TRUSTEES, RECORDED IN VOLUME 80248, PAGE 1523, D.R.D.C.T., AND ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO DALLAS COUNTY SCHOOL TRUSTEES OF DALLAS COUNTY, TEXAS RECORDED IN VOLUME 83128, PAGE 3690, D.R.D.C.T.; SAID 3,023 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CUT "X" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK B/3368 AND SAID TRACT OF LAND TO DALLAS COUNTY SCHOOL TRUSTEES OF DALLAS COUNTY, TEXAS, RECORDED IN VOLUME 83128, PAGE 3690, D.R.D.C.T., SAME BEING THE SOUTHEAST CORNER OF A CALLED 13-SQUARE FOOT TRACT OF LAND DESCRIBED IN AN EASEMENT DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 95104, PAGE 1197, D.R.D.C.T., SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF DAVIS STREET, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, ALSO KNOWN AS STATE HIGHWAY NO. 180), PARTIALLY DESCRIBED IN A DEED OF DEDICATION TO THE CITY OF DALLAS, RECORDED IN VOLUME 568, PAGE 688, D.R.D.C.T., AND A CALLED 5,500 SQUARE FOOT TRACT OF LAND (TRACT 1) DESCRIBED IN A WARRANTY DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 2180, PAGE 297, D.R.D.C.T., WITH THE WEST RIGHT-OF-WAY LINE OF BECKLEY AVENUE, (A 60-FOOT PUBLIC RIGHT-OF-WAY) CREATED BY SAID ZANG'S CRYSTAL HILL ADDITION;

THENCE NORTH 00°50'32" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, A DISTANCE OF 79.01 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, OVER AND ACROSS SAID LOTS 1 AND 8, BLOCK B/3368, AND SAID 2.419 ACRE TRACT OF LAND THE FOLLOWING CALLS:

(L1) SOUTH 88°53'22" WEST, A DISTANCE OF 85.79 FEET TO A POINT FOR CORNER;

(L2) SOUTH 38°25'50" WEST, A DISTANCE OF 102.45 FEET TO A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DAVIS STREET;

THENCE (L3) SOUTH 88°53'22" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DAVIS STREET, A DISTANCE OF 19.45 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID DAVIS STREET, OVER AND ACROSS SAID LOTS 1 AND 8, BLOCK B/3368, AND SAID 2.419 ACRE TRACT OF LAND THE FOLLOWING CALLS:

(For SPRG use only)

Reviewed by: A. Rodriguez Date: 2/24/17 SPRG NO: 3847

WASTEWATER EASEMENT ABANDONMENT
ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOTS 1 & 8, BLOCK B/3368
GEORGE S.C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A-TRACT 2

(L4) NORTH 38°25'50" EAST, A DISTANCE OF 121.90 FEET TO A POINT FOR CORNER;

(L5) NORTH 88°53'22" EAST, A DISTANCE OF 92.93 FEET TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, AND FROM WHICH A 5/8-INCH IRON ROD WITH 3-INCH ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND FOR THE NORTHEAST CORNER OF LOT 7, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION, SAME BEING THE SOUTHEAST CORNER OF LOT 6, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION AND THE SOUTHEAST CORNER OF AN EASEMENT FOR STREET PURPOSED DESCRIBED IN A WARRANTY DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 3768, PAGE 542, D.R.D.C.T., BEARS NORTH 00°50'32" WEST, A DISTANCE OF 104.99 FEET;

THENCE (L6) SOUTH 00°50'32" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 0.0694 ACRES OR 3,023 SQUARE FEET, MORE OF LESS.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

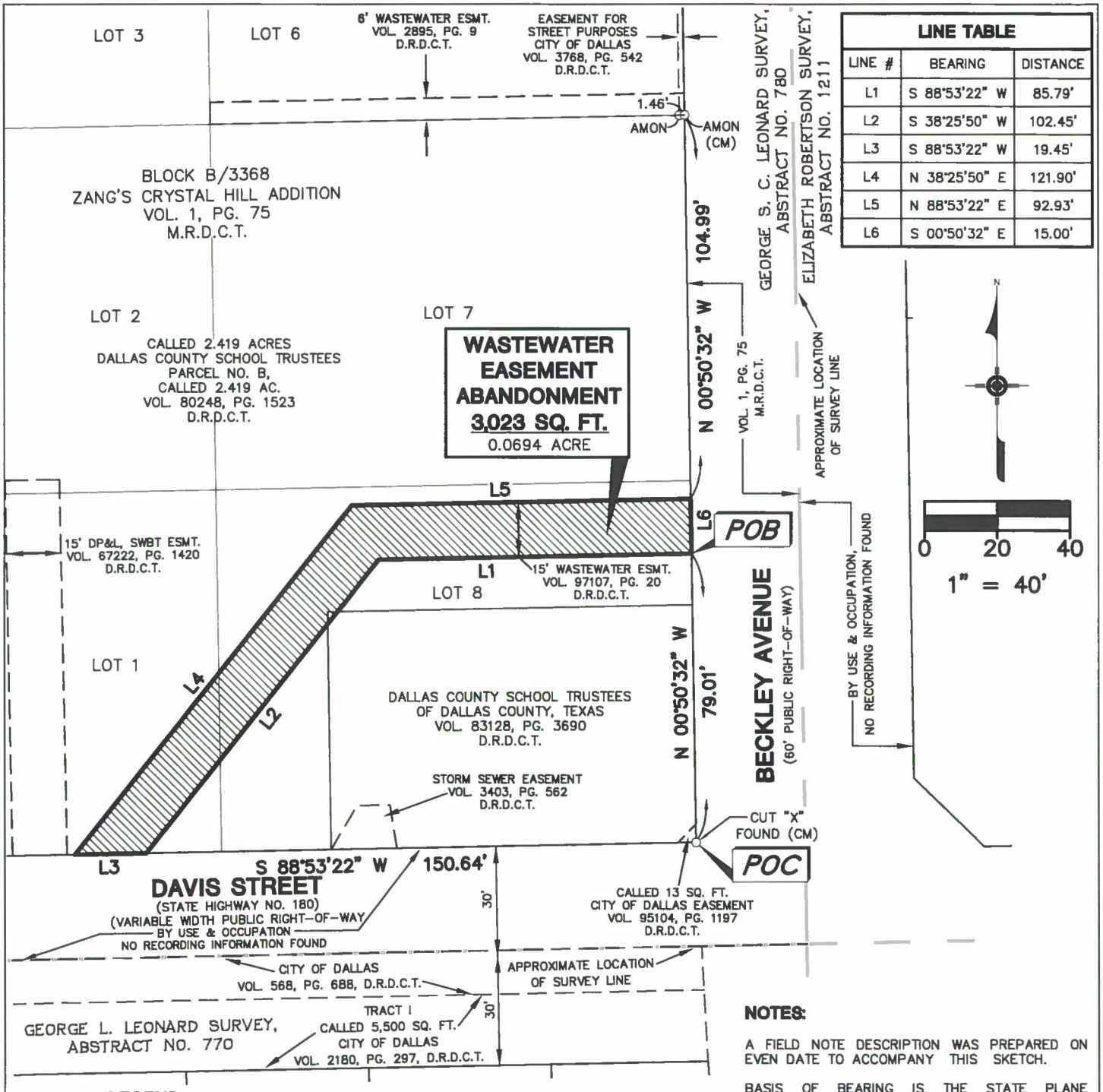
BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.



(For SPRG use only)

Reviewed by: A. Rodriguez Date: 2/24/17 SPRG NO: 3847

EXHIBIT A-TRACT 2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88°53'22" W	85.79'
L2	S 38°25'50" W	102.45'
L3	S 88°53'22" W	19.45'
L4	N 38°25'50" E	121.90'
L5	N 88°53'22" E	92.93'
L6	S 00°50'32" E	15.00'

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

LEGEND

AMON	5/8-INCH IRON ROD WITH 3" ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
(CM)	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS DALLAS COUNTY, TEXAS
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING

(FOR SPRG USE ONLY)
REVIEWED BY: A. Rodriguez
DATE: 2/24/17
SPRG NO. 3847

STATE OF TEXAS
REGISTERED
MICHAEL J. MURPHY
5724
PROFESSIONAL
LAND SURVEYOR
2/24/17

MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

Stantec
12222 Merit Drive, Suite 400
Dallas, Texas 75251
Tel. (972) 991-0011
TBPE # F-6324 TBPLS # 10194229
Copyright © 2016

WASTEWATER EASEMENT ABANDONMENT

ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 1 & 8, BLOCK B/3368
GEORGE S. C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DATE: 2/24/2017	SCALE: 1" = 40'	DRAWN BY: RDR/JAC	PROJECT NO.: 222210029-REF. NO. R0100956-30007	SHEET NO. 3 OF 3

V:\2222\active\222210029\survey\exhibits\222210029-ESMT-ABAND.DWG Feb 24, 17 7:37 AM by: mikmurphy

WASTEWATER EASEMENT ABANDONMENT
ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 6, BLOCK B/3368
GEORGE S.C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A-TRACT 3

BEING A 780 SQUARE FOOT (0.0179 ACRE) TRACT OF LAND SITUATED IN THE GEORGE S. C. LEONARD SURVEY, ABSTRACT NO. 780, CITY OF DALLAS, DALLAS COUNTY, TEXAS, BEING A PORTION OF LOT 6, BLOCK B/3368 OF ZANG'S CRYSTAL HILL ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 75, MAP RECORDS OF DALLAS COUNTY, TEXAS (M.R.D.C.T.), AND BEING ALL OF THAT CERTAIN 6-FOOT WIDE WASTEWATER EASEMENT DESCRIBED IN A DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 2895, PAGE 9, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING A PORTION OF A CALLED 2.419 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO DALLAS COUNTY SCHOOL TRUSTEES, RECORDED IN VOLUME 80248, PAGE 1523, D.R.D.C.T.; SAID 780 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CUT "X" FOUND FOR THE SOUTHEAST CORNER OF LOT 8, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION, AND A CALLED 13-SQUARE FOOT TRACT OF LAND DESCRIBED IN AN EASEMENT DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 95104, PAGE 1197, D.R.D.C.T., SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF DAVIS STREET, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, ALSO KNOWN AS STATE HIGHWAY NO. 180), PARTIALLY DESCRIBED IN A DEED OF DEDICATION TO THE CITY OF DALLAS, RECORDED IN VOLUME 568, PAGE 688, D.R.D.C.T. AND A CALLED 5,500 SQUARE FOOT TRACT OF LAND (TRACT 1) DESCRIBED IN A WARRANTY DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 2180, PAGE 297, D.R.D.C.T., WITH THE WEST RIGHT-OF-WAY LINE OF BECKLEY AVENUE, (A 60-FOOT PUBLIC RIGHT-OF-WAY) CREATED BY SAID ZANG'S CRYSTAL HILL ADDITION;

THENCE NORTH 00°50'32" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, A DISTANCE OF 199.00 FEET TO A 5/8-INCH IRON ROD WITH 3-INCH ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND FOR THE NORTHEAST CORNER OF LOT 7, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION, AND THE **POINT OF BEGINNING**, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK B/3368 AND THE SOUTHEAST CORNER OF AN EASEMENT FOR STREET PURPOSES DESCRIBED IN A WARRANTY DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 3768, PAGE 542, D.R.D.C.T.;

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, OVER AND ACROSS SAID 2.419 ACRE TRACT OF LAND THE FOLLOWING CALLS:

(L1) SOUTH 88°53'22" WEST, ALONG THE COMMON LINE OF SAID LOTS 6 AND 7, BLOCK B/3368, AT A DISTANCE OF 1.43 FEET PASSING A 5/8-INCH IRON ROD WITH 3-INCH ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND FOR THE SOUTHWEST CORNER OF SAID EASEMENT FOR STREET PURPOSES, CONTINUING ALONG SAID COMMON LINE IN ALL FOR A TOTAL DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK B/3368, SAME BEING THE NORTHWEST CORNER OF SAID LOT 7, BLOCK B/3368, THE NORTHEAST CORNER OF LOT 2, BLOCK B/3368 AND THE SOUTHEAST CORNER OF LOT 3, BLOCK B/3368 OF SAID ZANG'S CRYSTAL HILL ADDITION;

(L2) NORTH 00°50'32" WEST ALONG THE COMMON LINE OF SAID LOTS 3 AND 6, BLOCK B/3368, A DISTANCE OF 6.00 FEET TO A POINT FOR CORNER;

THENCE (L3) NORTH 88°53'22" EAST, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID 2.419 ACRE TRACT OF LAND AND SAID LOT 6, BLOCK B/3368, AT A DISTANCE OF 128.57 FEET

(For SPRG use only)

Reviewed by: A. Rodriguez Date: 2/24/17 SPRG NO: 3846

WASTEWATER EASEMENT ABANDONMENT
ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 6, BLOCK B/3368
GEORGE S.C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A-TRACT 3

PASSING THE WEST LINE OF SAID EASEMENT FOR STREET PURPOSES, CONTINUING ALONG SAID COMMON LINE IN ALL FOR A TOTAL DISTANCE OF 130.00 FEET TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE;

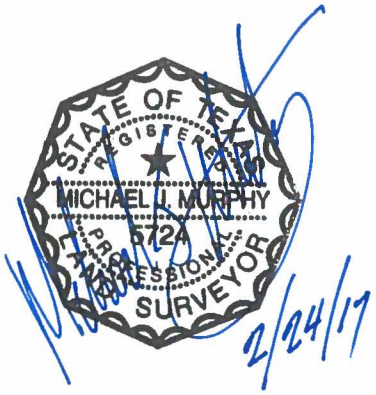
THENCE (L4) SOUTH 00°50'32" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BECKLEY AVENUE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 780 SQUARE FEET OR 0.0179 ACRES, MORE OF LESS.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

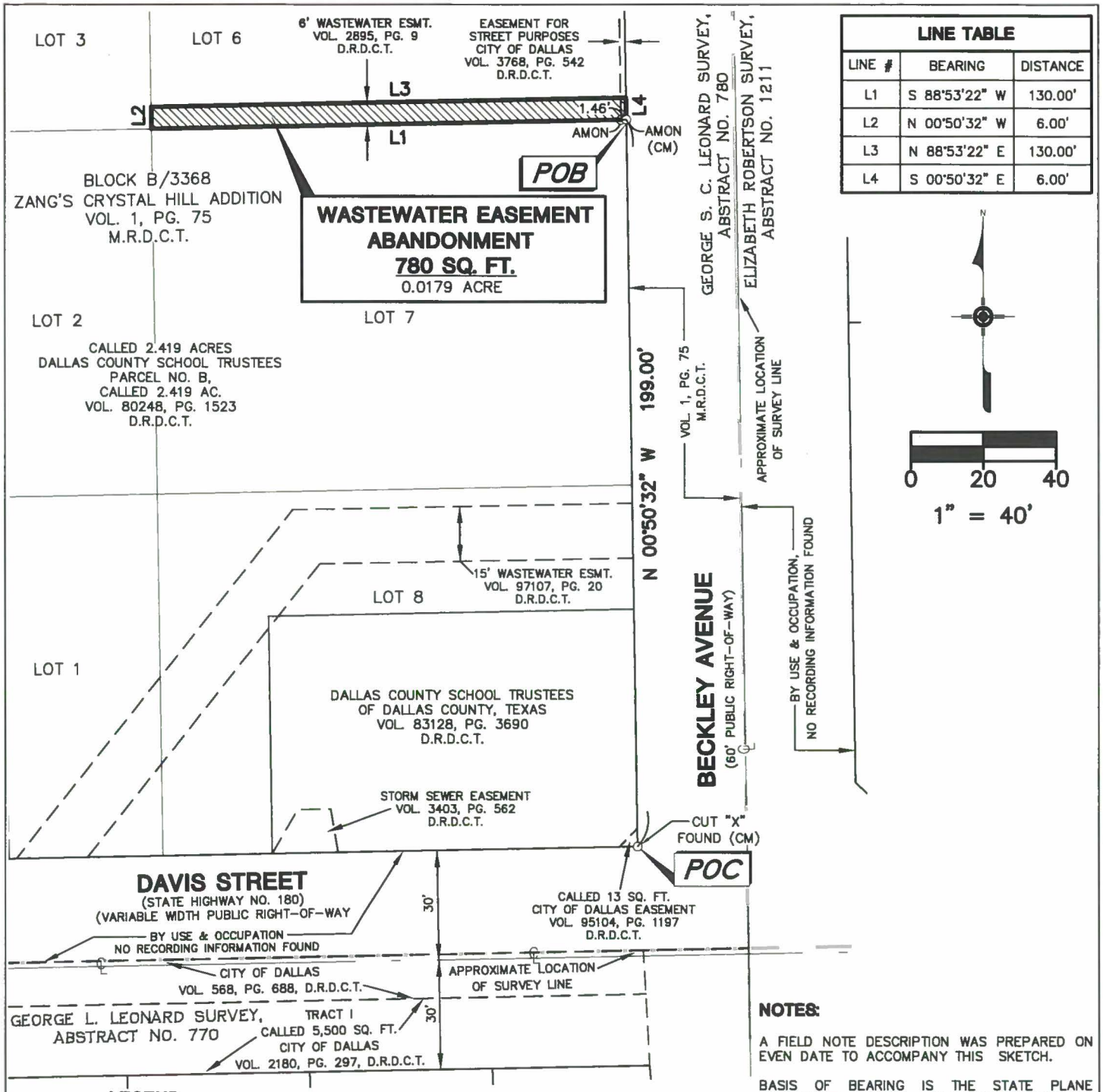
BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.



(For SPRG use only)

Reviewed by: A.Rodriguez Date: 2/24/17 SPRG NO: 3846

EXHIBIT A-TRACT 5



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88°53'22" W	130.00'
L2	N 00°50'32" W	6.00'
L3	N 88°53'22" E	130.00'
L4	S 00°50'32" E	6.00'

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

LEGEND

AMON	5/8-INCH IRON ROD WITH 3" ALUMINUM DISK STAMPED "DALLAS COUNTY SCHOOLS ADDITION RPLS 5504" FOUND
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
(CM)	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS DALLAS COUNTY, TEXAS
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING

(FOR SPRG USE ONLY)
REVIEWED BY: A Rodriguez
DATE: 2/24/17
SPRG NO. 3846

STATE OF TEXAS
REGISTERED
MICHAEL J. MURPHY
5724
PROFESSIONAL
LAND SURVEYOR
2/24/17

MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

Stantec
12222 Merit Drive, Suite 400
Dallas, Texas 75251
Tel. (972) 991-0011
TBPE # F-6324 TBPLS # 10194229
Copyright © 2016

WASTEWATER EASEMENT ABANDONMENT

ZANG'S CRYSTAL HILL ADDITION
PORTION OF LOT 6, BLOCK B/3368
GEORGE S. C. LEONARD SURVEY, ABSTRACT NO. 780
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DATE: 2/24/2017	SCALE: 1" = 40'	DRAWN BY: RDR/JAC	PROJECT NO.: 222210029-REF. NO. R0100956-30007	SHEET NO. 3 OF 3

V:\2222\active\222210029\survey\exhibits\222210029-ESMT-ABAND.DWG Feb 24, 17 7:37 AM by: mikmurphy

AGENDA ITEM # 38

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 9

DEPARTMENT: Trinity Watershed Management
Water Utilities

CMO: Mark McDaniel, 670-3256
Jill A. Jordan, P.E., 670-5299

MAPSCO: 38S & W

SUBJECT

Authorize a contract for the construction of two replacement bridges, paving, storm drainage, and water and wastewater improvements on Lakeland Road - Iowa Bridge & Culvert, LC, lowest responsible bidder of five - Not to exceed $3,618,865 - Financing: 2006 Bond Funds ($3,223,131), Water Utilities Capital Construction Funds ($351,618), and Water Utilities Capital Improvement Funds ($44,116)

BACKGROUND

The 2006 Bond Program funded the engineering design of flood management improvements of two new bridges over Ash Creek and South Fork Creek to improve flow conveyance of Ash Creek and mitigate flooding.

This action authorizes a contract with Iowa Bridge & Culvert, LC, the lowest responsible bidder of five, for the construction of two replacement bridges, storm drainage and water and wastewater improvements on Lakeland Road.

ESTIMATED SCHEDULE OF PROJECT

Began Design	July 2009
Completed Design	December 2016
Begin Construction	May 2017
Complete Construction	January 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 13, 2009, City Council authorized a professional services contract with Civil Associates, Inc. and Pacheco Koch Consulting Engineers for the for engineering services design of one flood management project and one streetscape/urban design project by Resolution No. 09-1196.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 24, 2017.

FISCAL INFORMATION

2006 Bond Funds - $3,223,130.50
Water Utilities Capital Construction Funds - $351,617.70
Water Utilities Capital Improvement Funds - $44,116.50

Design	
TWM	$ 249,888.60
DWU	$ 28,162.20
Construction (this action)	$3,618,864.70
Total Project Cost	$3,896,915.50

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Iowa Bridge & Culvert, LC

Hispanic Female	2	Hispanic Male	51
African-American Female	0	African-American Male	3
Other Female	0	Other Male	0
White Female	3	White Male	62

BID INFORMATION

The following bids were received and opened on January 20, 2017:

*Denotes successful bidder

BIDDERS	**BID AMOUNT**
*Iowa Bridge & Culvert, LC 9100 US Highway 380 Cross Roads, Texas 76227	$3,618,864.70
Rebcon, Inc.	$3,980,566.34
McMahon Contracting, LP	$4,063,343.38
Ed Bell Construction Company	$5,179,706.43
Texas Standard Construction	$5,236,117.75

OWNER

Iowa Bridge & Culvert, LC

Curt Hanson, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract for the construction of two replacement bridges, paving, storm drainage, and water and wastewater improvements on Lakeland Road - Iowa Bridge & Culvert, LC, lowest responsible bidder of five - Not to exceed $3,618,865 - Financing: 2006 Bond Funds ($3,223,131), Water Utilities Capital Construction Funds ($351,618), and Water Utilities Capital Improvement Funds ($44,116)

Iowa Bridge & Culvert, LC is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$1,008,662.50	27.87%
Total non-local contracts	$2,610,202.20	72.13%
TOTAL CONTRACT	$3,618,864.70	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Norstino Construction Company	BMMB64811N0417	$58,188.00	5.77%
T & R Excavation	HMDB98060Y0218	$276,470.00	27.41%
SYB Construction Inc.	WFDB45282Y0517	$483,343.00	47.92%
Total Minority - Local		$818,001.00	81.10%

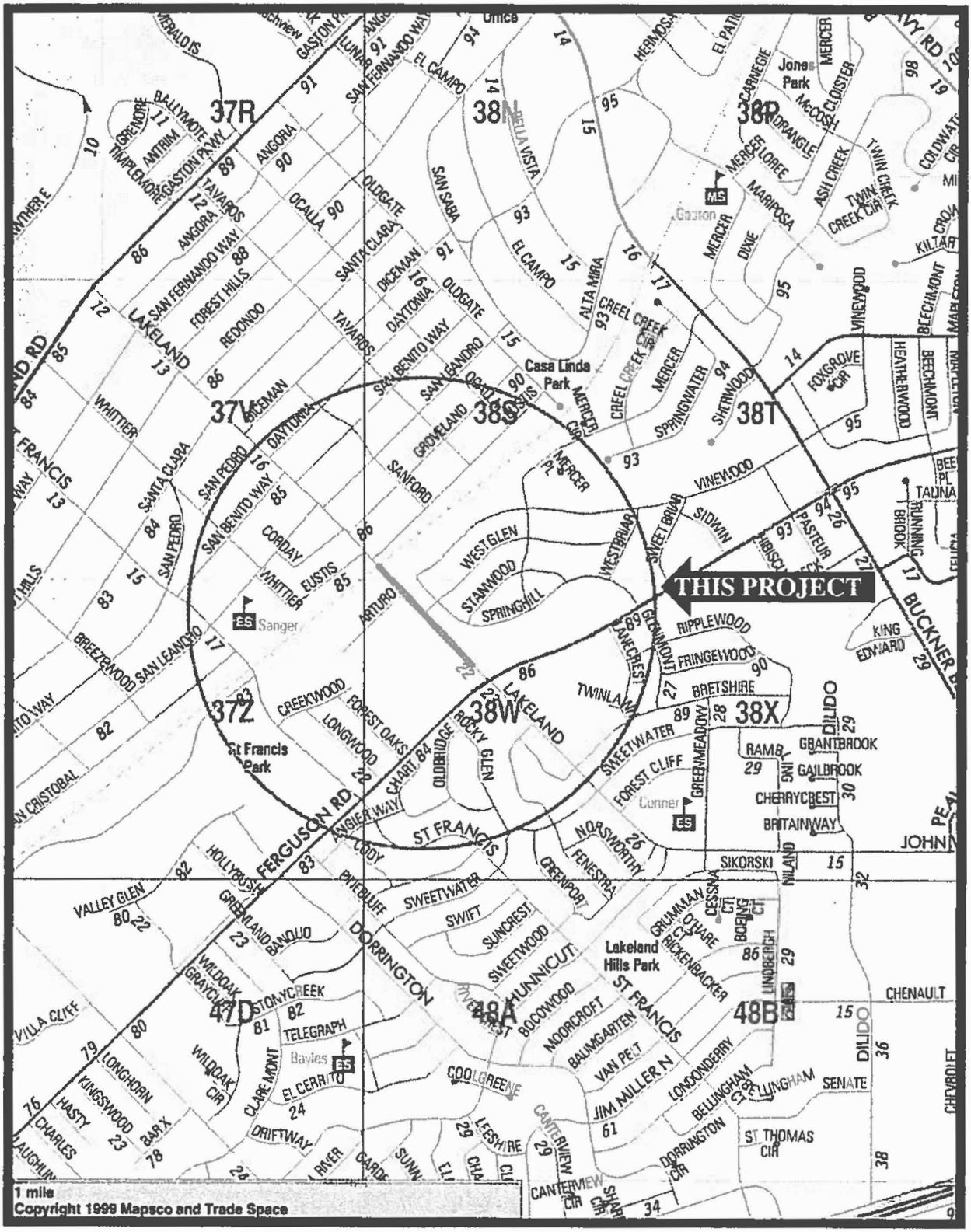
Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Premier Paving LTD	WFDB71378Y0717	$139,200.00	5.33%
GJ Seeding, LLC	WFW885202N0417	$33,117.00	1.27%
Buyers Barricades	WFDB24016Y0517	$31,995.00	1.23%
Total Minority - Non-local		$204,312.00	7.83%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$58,188.00	5.77%	$58,188.00	1.61%
Hispanic American	$276,470.00	27.41%	$276,470.00	7.64%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$483,343.00	47.92%	$687,655.00	19.00%
Total	$818,001.00	81.10%	$1,022,313.00	28.25%

FLOOD MANAGEMENT



MAPSCO 38 S & W

April 26, 2017

WHEREAS, on May 13, 2009, City Council authorized a professional services contract with Civil Associates, Inc. and Pacheco Koch Consulting Engineers for engineering services design of one flood management project and one streetscape/urban design project, in an amount not to exceed $229,420.80, by Resolution No. 09-1196; and

WHEREAS, on May 19, 2010, Administrative Action No. 10-1418 authorized Supplemental Agreement No. 1 to the professional services contract with Civil Associates, Inc. for additional boundary survey and easements, in an amount not to exceed $24,265.00, from $229,420.80 to $253,685.80; and

WHEREAS, on August 13, 2012, Administrative Action No. 12-2469 authorized Supplemental Agreement No. 2 to the professional services contract with Civil Associates, Inc. for additional survey and easements, in an amount not to exceed $9,900.00, from $253,685.80 to $263,585.80; and

WHEREAS, on January 8, 2014, Administrative Action No. 14-0067 authorized Supplemental Agreement No. 3 to the professional services contract with Civil Associates, Inc. for sub-surface investigation to locate a wastewater main, in an amount not to exceed $3,500.00, from $263,585.80 to $267,085.80; and

WHEREAS, on June 4, 2015, Administrative Action No. 15-1034 authorized Supplemental Agreement No. 4 to the professional services contract with Civil Associates, Inc. for the design of a 12 inch water main installation, in an amount not to exceed $10,965.00, from $267,085.80 to $278,050.80; and

WHEREAS, bids were received on January 20, 2017, for the construction of bridge replacement and storm drainage improvements on Lakeland Road as follows:

BIDDERS	**BID AMOUNT**
Iowa Bridge & Culvert, LC	$3,618,864.70
Rebcon, Inc.	$3,980,566.34
McMahon Contracting, LP	$4,063,343.38
Ed Bell Construction Company	$5,179,706.43
Texas Standard Construction	$5,236,117.75

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign a contract with Iowa Bridge & Culvert, LC, approved as to form by the City Attorney, for the bridge replacement and stormwater drainage improvements on Lakeland Road, in an amount not to exceed $3,618,864.70, this being the lowest responsive bid received as indicated by the tabulation of bids.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $3,618,864.70 to Iowa Bridge & Culvert, LC, in accordance with the terms and conditions of the contract as follows:

Flood Protection and Storm Drainage Facilities Fund Fund 3T23, Department TWM, Unit T497, Activity FLDM Object 4599, Program PB06T497, CT TWM06T497D4 Vendor VC14790	$3,223,130.50
Water Construction Fund Fund 0102, Department DWU, Unit CW42 Object 4550, Program 715347, CT TWM715347CP Vendor VC14790	$ 345,269.70
Water Construction Fund Fund 0102, Department DWU, Unit CW42 Object 3221, Program 715347X, CT TWM715347EN Vendor VC14790	$ 4,638.00
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Object 3222, Program 715348X, CT TWM715348EN Vendor VC14790	$ 1,710.00
Wastewater Capital Improvement Fund Fund 3116, Department DWU, Unit PS42 Object 4560, Program 715348, CT TWM715348CP Vendor VC14790	$ 44,116.50
Total amount not to exceed	$3,618,864.70

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.

DEPARTMENT: City Secretary

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): N/A

SUBJECT

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

AGENDA ITEM # 40

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Economic Development

CMO: Theresa O'Donnell, 670-3309

MAPSCO: N/A

SUBJECT

Authorize a two-year service contract to administer a Workforce Readiness, Placement and Retention Program to provide career pathways training with Transformance, Inc. in the amount of $375,000, Christian Transformation Foundation dba Serve West Dallas in the amount of $375,000, City Square in the amount of $375,000 and Dallas Area Habitat for Humanity in the amount of $375,000, most advantageous proposers of nine – Total not to exceed $1,500,000 – Financing: Public/Private Partnership Funds

BACKGROUND

On March 2, 2016, JPMorgan Chase consultants presented to the City Council an overview of the skills gap report, New Skills at Work. According to the report, the City of Dallas (City) has one of the highest concentrations of Poverty in the nation. Many residents, especially in high poverty areas throughout the City, are unemployed and/or underemployed, have low skills and lack specific industry skills which prevents them from benefitting from the region's economic growth.

Companies in high-demand industries have voiced a concern regarding the lack of work-ready talent to fill entry-level and middle-skilled positions. This opportunity gap represents a large pool of potential entry-level and middle-skill workers needed to fill the talent pipeline for growing industries within the area.

The Chase New Skills at Work report, made recommendations that will begin to address the skills gap needs of individuals in our most disconnected/high poverty areas. Two key recommendations are: develop Career Pathways Programs in specific fields for in demand jobs and provide programs for low skilled/low income individual in entry level jobs to advance to middle skill positions in growth industries.

In response to the Chase report, the City's Office of Economic Development developed the Workforce Readiness, Placement and Retention Program.

BACKGROUND (continued)

Through the Request for Competitive Sealed Proposals (RFCSP) process, the City sought proposals from entities to provide cohort-based, industry certified, career-pathways training; wrap-around support services, and sustainable employment. The intent of this Workforce Program is to fund an integrated continuum of neighborhood organizations, educational institutions, and employers who can train and prepare low income, targeted groups (formerly incarcerated, out-of-school youth, and single parents) for placement in permanent career opportunities in growing industries within the City of Dallas. Identified Industries include Healthcare, Logistics/Warehouse distribution, Construction, Information Technology, and Advanced Manufacturing.

Funding was based on awards to geographic areas as defined by the RFCSP. Award areas are divided geographically into four zones. All applicants were required to identify their geographic service areas as well as their targeted group.

During the term of this agreement Grantees serve as Lead Agencies and are responsible for overall project coordination and administration; fiscal management; flow of services; goal attainment of "continuum" partners; and responsible for city invoicing and submission of required program reports. Partnering education institutions and neighborhood based organizations will provide industry certificate training, soft skills training, case management, support services, on-the-job training, placement, and post-employment follow-up services. All Grantees are required to have an Industry Partner. Under the terms of the contract, all awardees have a goal to assure that at least 75 percent of program participants secure permanent employment and retain employment for more than six months. Participants will be provided comprehensive support services to assist with completion of job skills/career training and in securing permanent employment with the employer partner.

The lead agencies, industry training partner, industry and employers are listed below. (see Attachment A).

Transformance: Mountain View College, Warehouse/Logistics, Amazon
Serve West Dallas: El Centro College, Healthcare, Baylor University Medical Center
Dallas Area Habitat for Humanity (DAHfH): North Lake College, Construction, DAFfH/Construction Education Foundation
City Square: North Lake College, Construction, Mas-Tek Engineering/Construction Education Foundation

The majority of training and services will be completed within the first year, with placement and retention occurring in second year. This is a results-driven, performance-based reimbursement program.

BACKGROUND (continued)

A six member committee from the following departments reviewed and evaluated the proposals:

- Office of Economic Development (2)
- Housing and community Services (1)
- Fair Housing (1)
- Neighborhood Vitality (1)
- Business Development and Procurement Services (1)*

*Business Development and Procurement Services only evaluated the Business Inclusion Development Plan.

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

- Capability & Expertise 25%
- Program Budget 30%
- Approach & Methodology 30%
- Business Inclusion & Development Plan 15%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 2,390 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS used historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 2, 2016, JPMorgan Chase & Co. provided an overview of the skills gap report, New Skills at Work to the City Council.

On June 20, 2016, Office of Economic Development provided an overview of the proposed Workforce Readiness, Placement and Retention “Continuum of Service” Pilot Program, in response to the Chase Report, to the Economic Development Committee.

The Economic Development Committee will be briefed by memorandum regarding this matter on April 17, 2017.

FISCAL INFORMATION

Public/Private Partnership Funds - $1,500,000

M/WBE INFORMATION

361 - Vendors contacted
361 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

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

ETHNIC COMPOSITION

Transformance, Inc.

White Male	4	White Female	12
Black Male	4	Black Female	6
Hispanic Male	4	Hispanic Female	13
Other Male	0	Other Female	2

Christian Transformation Foundation dba Serve West Dallas

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

City Square

White Male	28	White Female	37
Black Male	29	Black Female	57
Hispanic Male	11	Hispanic Female	41
Other Male	3	Other Female	10

Dallas Area Habitat for Humanity

White Male	30	White Female	27
Black Male	36	Black Female	22
Hispanic Male	12	Hispanic Female	15
Other Male	3	Other Female	3

PROPOSAL INFORMATION

The following proposals were received from solicitation number BQZ1703 and opened on December 2, 2016. This service contract is being awarded to the most advantageous proposers by group.

*Denotes successful proposers

Proposers	Address	Score
*Transformance, Inc.	8737 King George Drive Dallas, TX 75235	Group A – 78.4% Group B – NO BID Group C – NO BID Group D – NO BID
*Christian Transformation Foundation dba Serve West Dallas	2215 Canada Drive Dallas, TX 75212	Group A – NO BID Group B – 76.0% Group C – NO BID Group D – NO BID
*City Square, Inc.	511 N. Akard Street Suite 302 Dallas, TX 75201	Group A – 78.4% Group B – 79.0% Group C – 79.6%** Group D – 79.8%
*Dallas Area Habitat For Humanity	2800 N. Hampton Road Dallas, TX 75212	Group A – NO BID Group B – NO BID Group C – NO BID Group D – 78.0%
Center for Employment Opportunities	50 Broadway, Suite 1604 New York, NY 10004	Group A – 67.2% Group B – 67.0% Group C – 68.0% Group D – 68.8%
The Oak Cliff Chamber Charitable Foundation, Inc.	1001 N. Bishop Avenue Dallas, TX 75208	Group A – NO BID Group B – 66.8% Group C – 68.8% Group D – NO BID
Year Up Dallas Fort Worth	801 Main Street Dallas, TX 75202	Group A – NO BID Group B – NO BID Group C – 75.0% Group D – 75.0%

PROPOSAL INFORMATION (continued)

City Wide Community Development Corp.	3730 S. Lancaster Road Suite 100 Dallas, TX 75213	Group A – NO BID Group B – NO BID Group C – 74.6% Group D – NO BID
Skill QUEST	1111 W. Mockingbird Lane Suite 570 Dallas, TX 75247	Group A – NO BID Group B – NO BID Group C – NO BID Group D – 74.2%

**A vendor could only be awarded one Group. If the vendor was ranked the highest in more than one group, the vendor was able to determine which group they were awarded. City Square, Inc. selected Group C for consideration of award.

OWNERS

Transformance, Inc.

Daniel Prescott, Interim Chief Executive Officer

Christian Transformation Foundation dba Serve West Dallas

Scott Hanson, President
Jan Nelson, Secretary
Scott Turpin, Treasurer

City Square

John Siburt, President, Chief Operating Officer
Larry James, Chief Executive Officer
Ed Rosentel, Chief Financial Officer
Annie Lord, Chief People Officer
Jarie Bradley, Chief People Officer
Gerald Britt, Vice President of External Affairs
Dave Shipley, Board Chair
Jon Halbert, Vice Chair
Stan Shipley, Board Secretary

Dallas Area Habitat for Humanity

Bill Hall, Chief Executive Officer

MAP

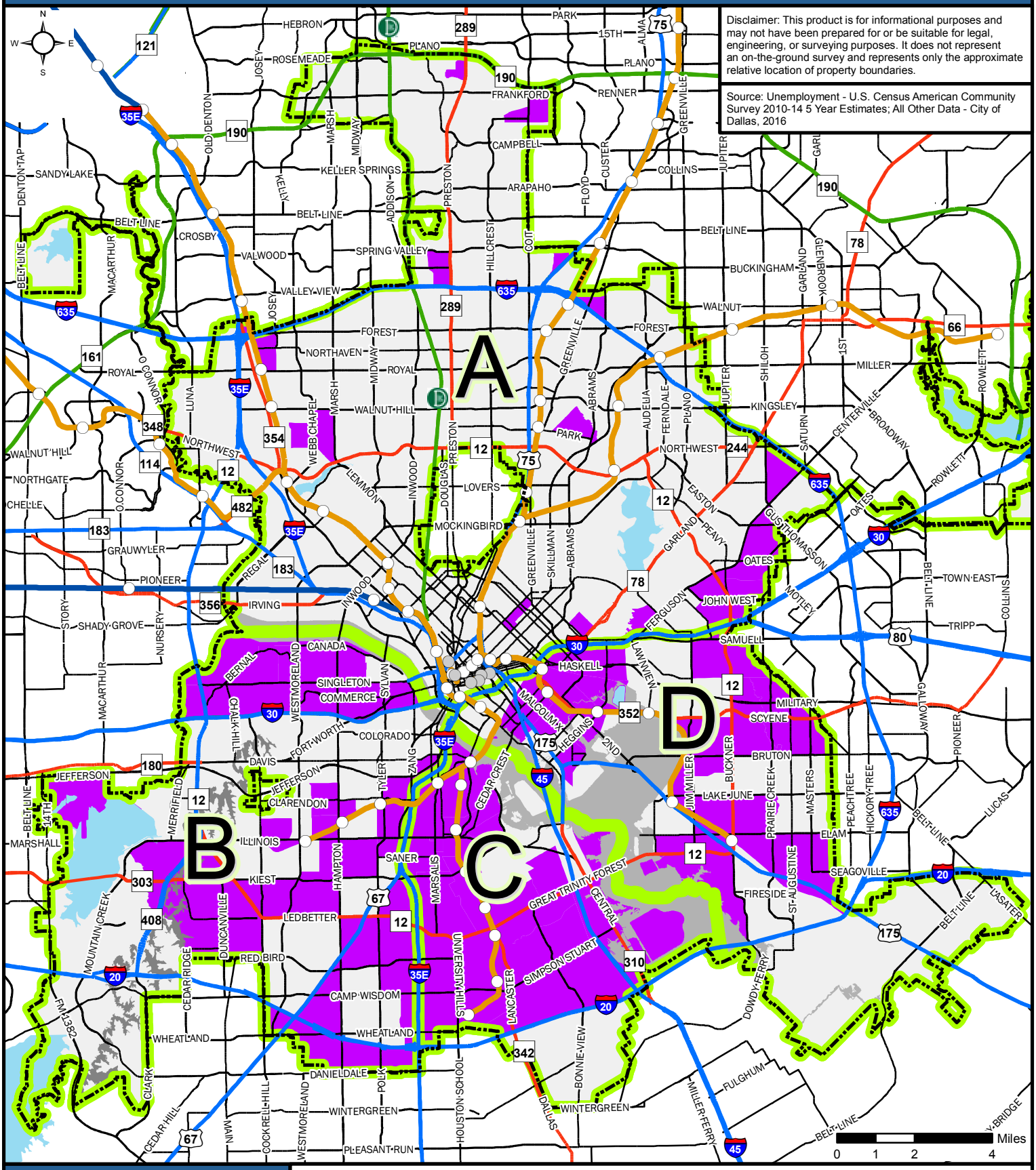
Attached

Attachment A

Grantees Industry Partners List

Lead Agency	Total Served	Industry Training	Support Services	Industry	Employer
Transformance, Inc.	100	Mountain View College Warehouse/Logistics	• The Wright Resource Group • Services of Hope • Northwest Community Center • Workforce Solutions Greater Dallas/Rescare	Warehouse/ Logistics	Amazon
Serve West Dallas	30	El Centro College Patient Care Technician	• Anthem Strong Families • DISD • Young Life Ministries • Mercy Street Ministries • United Way • Workforce Solutions Greater Dallas/Rescare	Healthcare	Baylor University Medical Center
Dallas Area Habitat for Humanity (DAHfH)	20	North Lake College Plumbing/Electrical/ Residential HVAC/ OSHA10	• DAHfH • Workforce Solutions Greater Dallas/Rescare	Construction	• DAHfH • Construction Education Foundation
City Square	60	North Lake College Plumbing/Electrical/ Residential HVAC/ OSHA10	• City Square • Workforce Solutions Greater Dallas/Rescare	Construction	• Mas-Tek Engineering • Construction Education Foundation

High Unemployment Neighborhoods & Award Areas A-D



DALLAS
ECONOMIC DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 6.15.16, Updated 10.20.16 - Unemp_State_Quads.TCG

Legend

- Greater than 150% of State Rate (11.53%+)
- Rail Station
- Future Station
- Award Areas
- Lake
- Dallas
- DART Light Rail
- Commuter Rail
- Future DART Light Rail
- Freeway
- Tollway
- Highway
- Arterial
- Local Road
- Escarpment
- Flood Plain

April 26, 2017

WHEREAS, on March 2, 2016, JPMorgan Chase & Co. provided an overview of the skills gap report, New Skills at Work to the City Council; and

WHEREAS, the New Skills at Work report states the City of Dallas has the highest concentrations of poverty in the nation; and

WHEREAS, the New Skills at Work recommends a career pathway system which prepares low-skilled, un-employed/underemployed individuals for career opportunities in high-growth sectors; and

WHEREAS, on June 20, 2016, Office of Economic Development provided and overview of the proposed Workforce Readiness, Placement and Retention "Continuum of Service", Career Pathways Pilot Program, in response to the Chase Report, to the Economic Development Committee.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a contract with Transformance, Inc. in the amount of $375,000, Christian Transformation Foundation dba Serve West Dallas in the amount of $375,000, City Square in the amount of $375,000 and Dallas Area Habitat for Humanity in the amount of $375,000, approved as to the form by the City Attorney, for a two-year service contract to administer a Workforce Readiness, Placement and Retention Program to provide career pathways training as defined in the RFSCP. Reimbursement payments will be made to Grantees and will be based on a unit price basis per amount of services/tasks directed to be performed by the City and properly performed by Grantees under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to encumber and disburse funds as follows:

Public/Private Partnership Fund Fund 0352, Department ECO, Unit W178, Object 3072 Activity PPPF, Service Contract No. MASCECO17W178G310 Vendor VS0000063662 (Transformance, Inc.)	$ 375,000
Public/Private Partnership Fund Fund 0352, Department ECO, Unit W178, Object 3072 Activity PPPF, Service Contract No. MASCECO17W178G311 Vendor VS94484 (Christian Transformation Foundation dba Serve West Dallas)	$ 375,000

SECTION 2. (continued)

Public/Private Partnership Fund Fund 0352, Department ECO, Unit W178, Object 3072 Activity PPPF, Service Contract No. MASCECO17W178G312 Vendor VS0000000497 (CitySquare)	$ 375,000
Public/Private Partnership Fund Fund 0352, Department ECO, Unit W178, Object 3072 Activity PPPF, Service Contract No. MASCECO17W178G313 Vendor VC0000002756 (Dallas Area Habitat for Humanity)	$ 375,000
Total amount not to exceed	$1,500,000

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

AGENDA ITEM # 41

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing & Neighborhood Revitalization

CMO: Alan Sims, 670-3302

MAPSCO: N/A

SUBJECT

Authorize **(1)** a Memorandum of Understanding with Metro Dallas Homeless Alliance (MDHA) for continued participation in the local Homeless Management Information System (HMIS), effective April 1, 2017; **(2)** a Subscription Services Agreement with Pieces Technology, Inc., for use of the Pieces Iris™ software solution being implemented by MDHA as the new HMIS, effective April 1, 2017; and **(3)** execution of any and all documents required for participation in the HMIS - Financing: No cost consideration to the City

BACKGROUND

The Homeless Management Information System is a community-wide software solution designed to capture client-level information on the characteristics and service needs of individuals and families experiencing homelessness. In response to a 2001 Congressional directive, the U.S. Department of Housing and Urban Development (HUD) requires that all Continuum of Care (CoC) communities across the country have a local HMIS. Dallas has been in compliance with this requirement since late 2002.

City of Dallas, CoC grant programs have participated in HMIS since its inception, and Emergency Solutions Grant (ESG) programs were added by HUD mandate in 2012. The City's HOME Tenant Based Rental Assistance, Housing Opportunities for Persons with AIDS (HOPWA), and Project-Based Voucher programs were added in 2015. Currently, all City of Dallas Homeless Services programs participate in HMIS, as do contractors serving homeless persons.

MDHA is the HUD-designated HMIS administrator for the Dallas City & County/Irving Continuum of Care (TX-600). Most recently, MDHA has provided the local HMIS by licensing the CaseWorthy™ software, referred to locally as Empowered Case Management (ECM).

BACKGROUND (continued)

In January 2016, MDHA partnered with the Parkland Center for Clinical Innovation (PCCI), a local scientific research and development nonprofit corporation, to develop and implement a new local HMIS system using PCCI's Pieces Iris™ software, which was subsequently spun off to a separate for-profit technology company called Pieces Technology, Inc. (Pieces Tech). In August 2016, MDHA entered into a service agreement with Pieces Tech to implement the Pieces Iris™ software as the new HMIS for the local area. Beginning in April 2017, all current HMIS projects and users will be migrated over to the new system. MDHA and Pieces Tech will provide training and technical support for the migration.

MDHA is responsible for managing its service agreement with Pieces Tech, and paying all license fees the new software. However, each agency participating in HMIS (including the City of Dallas) must sign a Subscription Services Agreement with Pieces Tech agreeing to the terms and conditions for use of the software. In addition, each participating agency must sign an updated Memorandum of Understanding with MDHA for participation in HMIS outlining the joint duties of MDHA and partner agencies for ongoing HMIS activities, including confidentiality and security, reporting, training, adherence to policies and procedures, and network operations and data entry requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 11, 2016, City Council authorized the FY 2016-17 HMIS user fees payable to MDHA for City of Dallas programs by Resolution No. 16-1660.

City Council will be briefed by memorandum regarding this matter on March 31, 2017.

On April 12, 2017, this item was deferred by Councilmember Scott Griggs.

FISCAL INFORMATION

No cost consideration to the City.

April 26, 2017

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has mandated that all Continuum of Care (CoC) communities implement a local Homeless Management Information System (HMIS); and

WHEREAS, the City of Dallas Homeless Services Programs participate in the local HMIS, including the CoC Grant, Emergency Solutions Grant (ESG), HOME Tenant Based Rental Assistance, Housing Opportunities for Persons with AIDS (HOPWA), and Dallas Housing Authority Project-Based Voucher Programs; and

WHEREAS, Metro Dallas Homeless Alliance (MDHA) is the HUD-designated HMIS administrator for the Dallas City & County/Irving Continuum of Care (TX-600); and

WHEREAS, MDHA has entered into a service agreement to license the Pieces Iris™ software from Pieces Technology, Inc. and implement the software as the new local HMIS, and all current HMIS projects and users will be migrated over to the new system, beginning in April 2017.

Now, Therefore,

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

SECTION 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to: **(1)** enter into a Memorandum of Understanding with Metro Dallas Homeless Alliance for continued participation in the local Homeless Management Information System, effective April 1, 2017; **(2)** enter into a Subscription Services Agreement with Pieces Technology, Inc., for use of the Pieces Iris™ software solution being implemented by MDHA as the new HMIS, effective April 1, 2017; and **(3)** execute any and all documents required for participation in the HMIS.

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 42

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Theresa O'Donnell, 670-3309

MAPSCO: 45Y

SUBJECT

Authorize a Chapter 380 Economic Development Grant Agreement with S&D Longhorn Partners, LLC and/or its affiliates ("Owner"), in an amount not to exceed $500,000 in consideration of the Owner's investment in eligible expenditures for improvements to the Longhorn Ballroom site and buildings located at 200 and 216 North Corinth Street, pursuant to the Public/Private Partnership Program - Not to exceed $500,000 - Financing: Public/Private Partnership Funds

BACKGROUND

S&D Longhorn Partners, LLC approached the City near the end of 2016 for financial assistance to renovate/redevelop the Longhorn Ballroom (the "Property"), located at the northeast corner of North Corinth Street and South Riverfront Boulevard, as an entertainment destination. Known since the 1950s for country music, the Longhorn Ballroom is unique in character and contributes to the cultural significance of the city. The iconic Longhorn Ballroom sign was designated as a landmark sign in 1984 by Ordinance No. 18516.

The Property includes two existing buildings (totaling approximately 43,032 square feet on approximately 2.45 acres). Building #1 (the Longhorn Ballroom) totals approximately 20,096 square feet, and Building #2 (which has served multiple uses over the years) totals approximately 22,936 square feet. Presently, Building #2 includes a 6,000 square feet restaurant known as Raul's, as well as 16,936 square feet of storage. In the past, Building #2 was used for lodging and retail.

The Owner purchased the property in February 2017 (after negotiating potential assistance for the project with city staff) and plans to invest approximately $2.0 million over the next two years. Improvements will focus on increasing aesthetic appeal of the Property, retaining its character-defining features, and enhancing connectivity/access to the Trinity Corridor (trailhead is located 1,000 feet to the south).

BACKGROUND (continued)

The scope of the project (the "Project") is anticipated to include, but is not limited to, the improvements listed below:

- Repair, restoration, reassembly, and reoperation of the landmark "Longhorn Ballroom" sign (including the barn-like façade, marquee, three-dimensional longhorn steer, and planter box)
- Resurfacing of the parking lot (including reconfiguration and restriping)
- Installation of new lighting
- Installation of new landscaping/irrigation
- Water/sewer improvements
- Repair and restoration of iconic building facade on Building #1 (including removal of non-contributing additions/alterations)
- Repair/repainting of murals on the exterior of Building #1
- Various interior improvements to Building #1 (e.g. structural; mechanical electrical; plumbing; lighting; heating, ventilation and air conditioning (HVAC); fire alarm/sprinkler; security system; Americans with Disabilities Act (ADA) compliance; removal of non-contributing additions/alterations; finish-out)
- Various façade and interior improvements to Building #2

The Project represents a catalyst opportunity for revitalization of the Cedars West area. With the successful redevelopment of the Longhorn Ballroom, the Owner has additional plans for future phases, including development of a new outdoor multi-purpose event/entertainment space, a new hotel/conference center, additional retail/restaurants, and apartments.

The proposed economic development grant agreement is subject to the following key terms:

1. A grant ("Grant") equal to 25 percent of the Owner's private investment in eligible expenditures for the Project up to an amount not to exceed $500,000.

2. The Owner agrees to invest or cause to be invested a minimum of $1,400,000 in eligible expenditures for the Project. Eligible expenditures for the Project shall include costs incurred on or after the date of acquisition of the Property (Exhibit B of the Resolution includes a list of eligible and non-eligible expenditures).

3. The Grant shall be payable in two installments:

    - The first installment shall be paid upon substantial completion and verification of associated eligible expenditures for: (i) the site improvements and (ii) the building improvements specifically for the Longhorn Ballroom (Building #1 on Exhibit A of the Resolution).

BACKGROUND (continued)

- The second installment shall be paid upon substantial completion and verification of associated eligible expenditures for the building improvements specifically for Building #2.

4. At a minimum, the Project is required to specifically include the following elements:

- Repair, restoration, reassembly, and reoperation of the "Longhorn Ballroom" sign (including the barn-like façade, marquee, three-dimensional longhorn steer, and planter box).
- Repair and restoration of the iconic facade of Building #1 (including any removal of non-contributing additions/alterations and the repair/repainting of murals).

5. The Project shall be substantially completed within thirty months from the date of execution of the grant agreement.

Pursuant to the City's Public/Private Partnership (PPP) Program Guidelines and Criteria (effective for the period January 1, 2017 through December 31, 2018), the Project does not meet the minimum eligibility requirements for a Non-Target Area.

Notwithstanding, the Project represents a unique development opportunity and, as such, is considered a "Non-Conforming Project" pursuant to the PPP Program. As a Non-Conforming Project, the proposed Grant requires approval by a three-fourths vote of the City Council.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	February 2017
Complete Construction	June 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council will be briefed by memorandum regarding this matter on March 31, 2017.

On April 12, 2017, this item was deferred by Councilmember Rick Callahan.

The Economic Development Committee will be briefed by memorandum regarding this matter on April 17, 2017.

FISCAL INFORMATION

Public/Private Partnership Funds - $500,000

OWNER

S&D Longhorn Partners, LLC (a Texas Limited Liability Company)

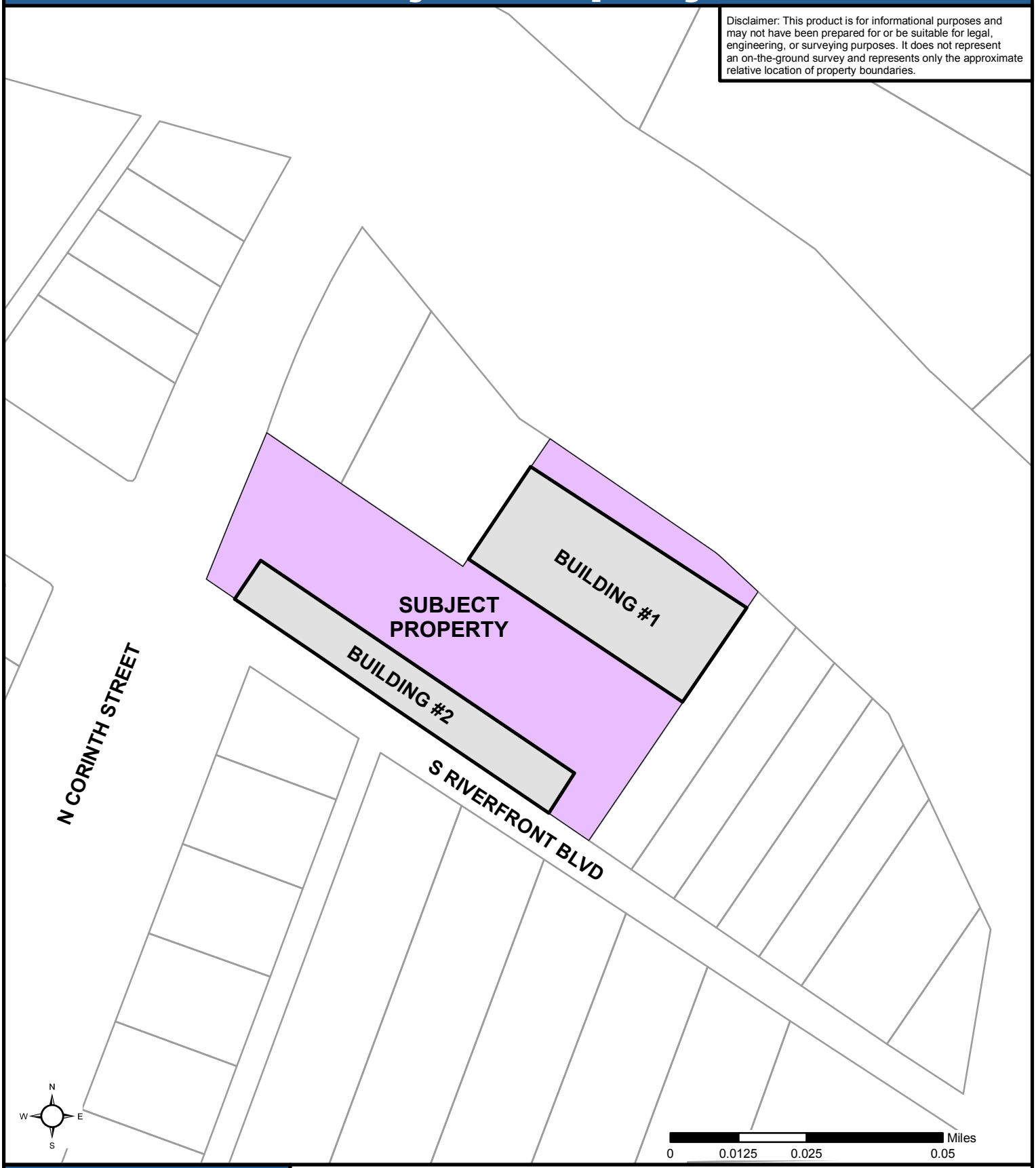
Jay LaFrance, Manager

MAP

Attached

Subject Property

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



DALLAS
ECONOMIC
DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 01.18.17, Last Updated 01.18.17 - N Riverfront

Legend

Subject Property

April 26, 2017

WHEREAS, the City of Dallas recognizes the importance of its role in local economic development; and

WHEREAS, investment decisions made by commercial property owners are often influenced by a municipality's ability to provide economic development incentives; and

WHEREAS, the Longhorn Ballroom ("Property") is an existing neighborhood commercial/retail site (approximately 43,032 square feet on approximately 2.45 acres) located at the northeast corner of North Corinth Street and South Riverfront Boulevard (as shown in **Exhibit A**); and

WHEREAS, the Property is unique and contributes to the cultural significance of the City as a world-renowned entertainment venue for country music since the 1950s; and

WHEREAS, the Property's iconic "Longhorn Ballroom" sign was designated as a landmark sign in 1984 by Ordinance No. 18516; and

WHEREAS, S&D Longhorn Partners, LLC and/or its affiliates (the "Owner"), purchased the property in February 2017 after negotiating potential assistance for (the "Project") with city staff; and

WHEREAS, the Owner is planning to invest approximately $2 million in the Project at the Property; and

WHEREAS, the Project is anticipated to be a catalyst for revitalization of the Cedars West area; and

WHEREAS, the Project aims to retain the character-defining features of the Property, improve the aesthetic appeal of the Property, re-establish the property as an entertainment destination and cultural landmark, and increase opportunities for connectivity/access to the Trinity Corridor; and

WHEREAS, on December 14, 2016, the City Council (1) authorized the continuation of its Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, the Project represents a unique development opportunity and is considered a "Non-Conforming Project" pursuant to the Public/Private Partnership Program - Guidelines and Criteria (effective for the period January 1, 2017 through December 31, 2018); and

WHEREAS, the decision of the Owner to make an investment of approximately $2 million for improvements to the Property will not occur without an offer of an economic development grant incentive from the City of Dallas; and

WHEREAS, the City of Dallas desires to enter into an Economic Development Grant Agreement with S&D Longhorn Partners, LLC and/or its affiliates to promote economic development, stimulate private sector investment, and grow the tax base in the City of Dallas.

Now, Therefore,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute an economic development grant agreement with S&D Longhorn Partners, LLC and/or its affiliates ("Owner") in consideration of the Owner's investment in eligible expenditures for improvements to the Longhorn Ballroom ("Property") located at 200 and 216 North Corinth Street.

SECTION 2. That the Property is depicted on the attached location map (**Exhibit A)**.

SECTION 3. That the Owner is planning to invest approximately $2.0 million for improvements to the Property over the next two years. The scope of the project (the "Project") is anticipated to include, but is not limited to, the improvements listed below:

- Repair, restoration, reassembly, and reoperation of the landmark "Longhorn Ballroom" sign (including the barn-like façade, marquee, three-dimensional longhorn steer, and planter box)
- Resurfacing of the parking lot (including reconfiguration and restriping)
- Installation of new lighting
- Installation of new landscaping/irrigation
- Water/sewer improvements
- Repair and restoration of iconic building facade on Building #1 (including removal of non-contributing additions/alterations).
- Repair/repainting of murals on the exterior of Building #1

SECTION 3. (continued)

- Various interior improvements to Building #1 (e.g. structural; mechanical; electrical; plumbing; lighting; heating, ventilation and air-conditioning (HVAC); fire alarm/sprinkler; security system; Americans with Disabilities Act (ADA) compliance; removal of non-contributing additions/alterations; finish-out)
- Various exterior and interior improvements to Building #2

SECTION 4. That the economic development grant shall be in an amount not to exceed $500,000 provided the Owner meets its obligations under the grant agreement with the City.

SECTION 5. That the key terms of the economic development grant agreement shall be as follows:

1. A grant ("Grant") equal to 25 percent of Owner's private investment in eligible expenditures for the Project up to an amount not to exceed $500,000.

2. In consideration of the Grant, the Owner agrees to invest or cause to be invested a minimum of $1,400,000 in eligible expenditures for the Project. Eligible expenditures for the Project shall include costs incurred on or after February 6, 2017. **Exhibit B** (attached) includes a list of eligible and non-eligible expenditures.

3. The Grant shall be payable in up to two installments:

    a. The first installment shall be paid upon substantial completion and verification of associated eligible expenditures for: (i) the site improvements and (ii) the building improvements specifically for the Longhorn Ballroom (Building #1 on **Exhibit A**).

    b. The second installment shall be paid upon substantial completion and verification of associated eligible expenditures for the building improvements specifically for Building #2 on **Exhibit A**.

4. At minimum, the Project is required to specifically include the following elements:

    a. Repair, restoration, reassembly, and reoperation of the "Longhorn Ballroom" sign (including the barn-like façade, marquee, three-dimensional longhorn steer, and planter box).

SECTION 5. (continued)

b. Repair and restoration of the iconic facade of Building #1 (including any removal of non-contributing additions/alterations and the repair/repainting of murals).

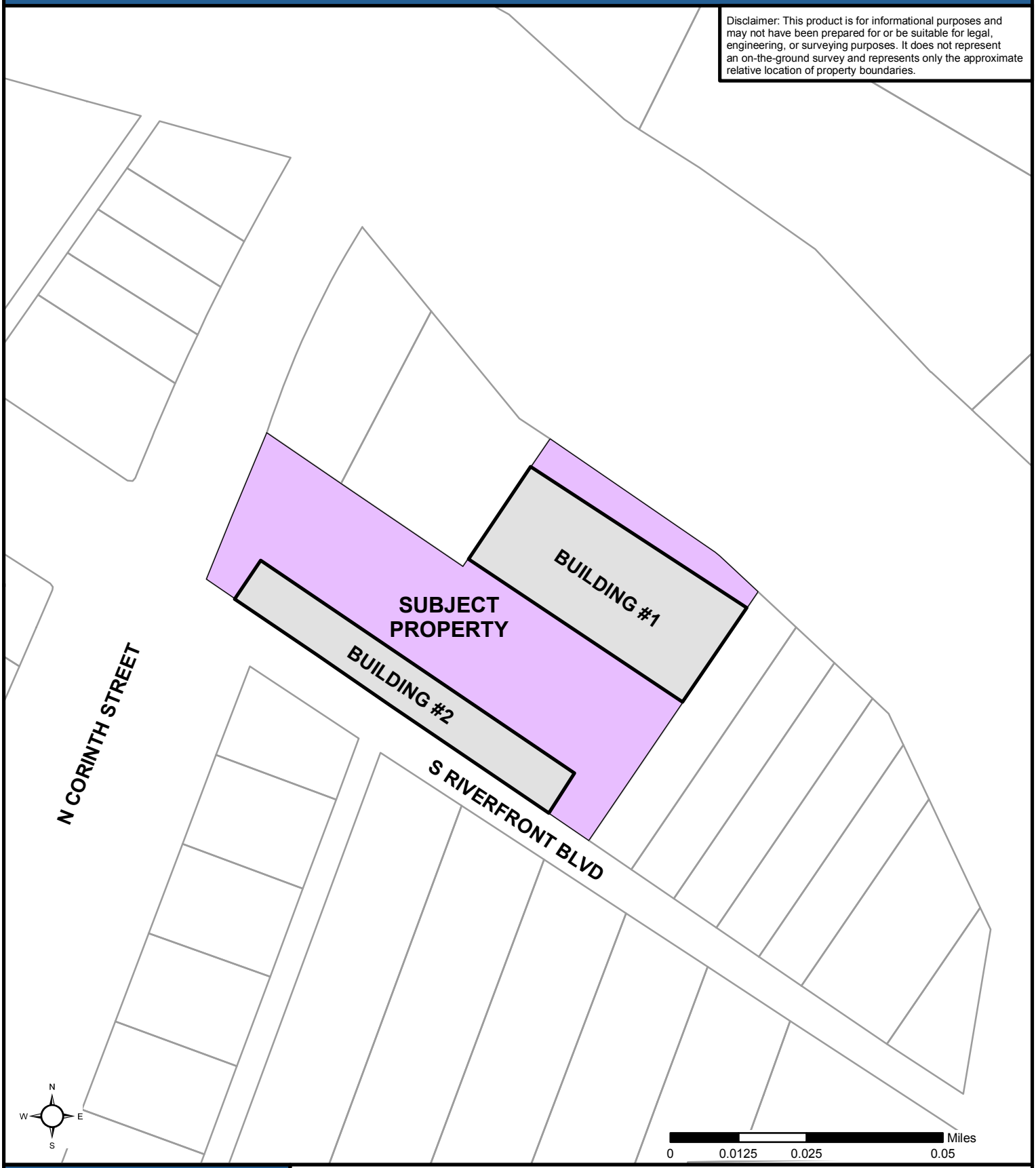
5. The Project shall be substantially completed within thirty months from the date of execution of the grant agreement.

SECTION 6. That the Chief Financial Officer is hereby authorized to encumber and disburse future funds from: Public/Private Partnership Fund, Fund 0352, Department ECO, Unit W166, Object 3016, Activity PPPF, Encumbrance ECO17W166F309, Vendor VS94200, in an amount not to exceed $500,000.

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.

EXHIBIT A

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



DALLAS
ECONOMIC
DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 01.18.17, Last Updated 01.18.17 - N Riverfront

Legend

Subject Property

EXHIBIT B

Proposed Public/Private Partnership at the Longhorn Ballroom
200 and 216 Corinth Street

Eligible Expenditures for Real Property Improvements

- Environmental remediation costs (if any)
- Demolition costs (including dumpsters, hauling, disposal)
- Permitting/inspection costs
- Hard construction costs (materials and labor) involving improvements to the land and the existing buildings (Building #1 and Building #2 on Exhibit A), including any of the following elements:
    - Site grading
    - Site paving/asphalt/curbing/flatwork (including striping)
    - Site landscaping, hardscaping, irrigation
    - Site lighting
    - Water/sewer/storm drainage (on-site or any off-site improvements directly associated with the project)
    - ADA compliance
    - Fencing/screening walls
    - Repair and reassembly of the landmark "Longhorn Ballroom" sign
    - Building exterior improvements (roof repair; siding/trim repair; painting; windows; doors; signage; lighting; façade restoration; removal of non-contributing additions/alterations; repainting murals)
    - Building interior improvements (structural; mechanical; electrical; plumbing; lighting; HVAC; fire alarm/sprinkler; security system; ADA compliance; removal of non-contributing additions/alterations; finish-out)
- Construction-related soft costs, including:
    - Architect fees (including fees for specialty consultants providing technical assistance for historic preservation/restoration)
    - Engineer fees
    - Landscape architect fees
    - Interior designer fees
    - Material testing fees
    - Construction management fees
    - Builder's risk insurance

Non-Eligible Expenditures

- Legal costs
- Marketing costs
- Leasing commissions
- Construction financing costs (fees; loan interest; closing costs)
- Furniture
- Typical carrying costs for the property (insurance; taxes; maintenance costs)

AGENDA ITEM # 43

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Office of Economic Development

CMO: Theresa O'Donnell, 670-3309

MAPSCO: 45L

SUBJECT

Authorize a Chapter 380 Economic Development Grant Agreement with Lone Wolf Real Estate Technologies Inc., a Delaware Corporation in an amount not to exceed $150,000 to encourage new high-tech employment opportunities and secure the company's new U.S. headquarters located at 717 North Harwood Street, pursuant to the Public/Private Partnership Program - Not to exceed $150,000 - Financing: Public/Private Partnership Funds

BACKGROUND

For the past several months, city staff has been in discussions with representatives of Lone Wolf Real Estate Technologies Inc., a Delaware Corporation (Lone Wolf) regarding the creation and location of its new U.S. headquarters. Lone Wolf evaluated locations in Dallas, Texas along with Atlanta, Georgia and Minneapolis, Minnesota before selecting to lease approximately 25,000 square feet space at 717 North Harwood Street in Dallas. This downtown building can accommodate future growth up to 100,000 square feet.

Lone Wolf has a pending lease of ten years with additional renewal options at 717 North Harwood Street beginning in the second quarter of 2017. The company anticipates investing approximately $3 million in real property improvements (i.e. leasehold improvements) and business personal property at the office headquarters. The described lease at 717 North Harwood Street is based upon the anticipation of favorable City Council consideration of the City's economic development grant proposal. Lone Wolf has also applied for a Texas Enterprise Fund (TEF) state grant, which is contingent upon local incentives.

Lone Wolf plans to create 150 permanent full-time equivalent (FTE) positions at the office with a $90,000 average annual salary by December 31, 2020. By December 31, 2022, Lone Wolf anticipates employing up to 300 employees at their new Dallas office headquarters.

BACKGROUND (continued)

The key terms of the proposed Chapter 380 Economic Development Grant Agreement are as follows:

1. Lone Wolf will be eligible for a $150,000 grant upon verification of: **(1)** a certificate of occupancy after at least $2,000,000 has been invested on leasehold improvements and business personal property on or before April 30, 2018; and **(2)** at least 150 FTE positions located at the office headquarters with a $90,000 average annual salary on or before December 31, 2020.

2. Lone Wolf will be required to reimburse the City in the amount of $100,000 should it not maintain at least 150 FTE positions at the office for a period of five years beginning from the date of payment of the grant by the City of Dallas.

Net fiscal impact from the project after incentives is estimated at $2,222,206 over the 10 year lease term. This proposed project conforms to minimum eligibility criteria for the City's Public/Private Partnership Program Guidelines and Criteria as it creates over 100 jobs in a Non-Target Area. Staff recommends approval of the proposed incentive.

Lone Wolf is the leading provider of back and front office solutions for residential real estate brokers and agents in North America. The company's flagship product, BrokerWOLF, helps brokers manage all accounting and back office functions, including listing inventory, transaction processing, agent commissions, and accounts payable / receivable. The company is headquartered in Cambridge, Ontario but has operations throughout North America.

ESTIMATED SCHEDULE OF PROJECT

Begin tenant improvements	April 2017
Complete tenant improvements	April 2018

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee will be briefed by memorandum regarding this matter on April 17, 2017.

FISCAL INFORMATION

Public/Private Partnership Funds - $150,000

OWNER

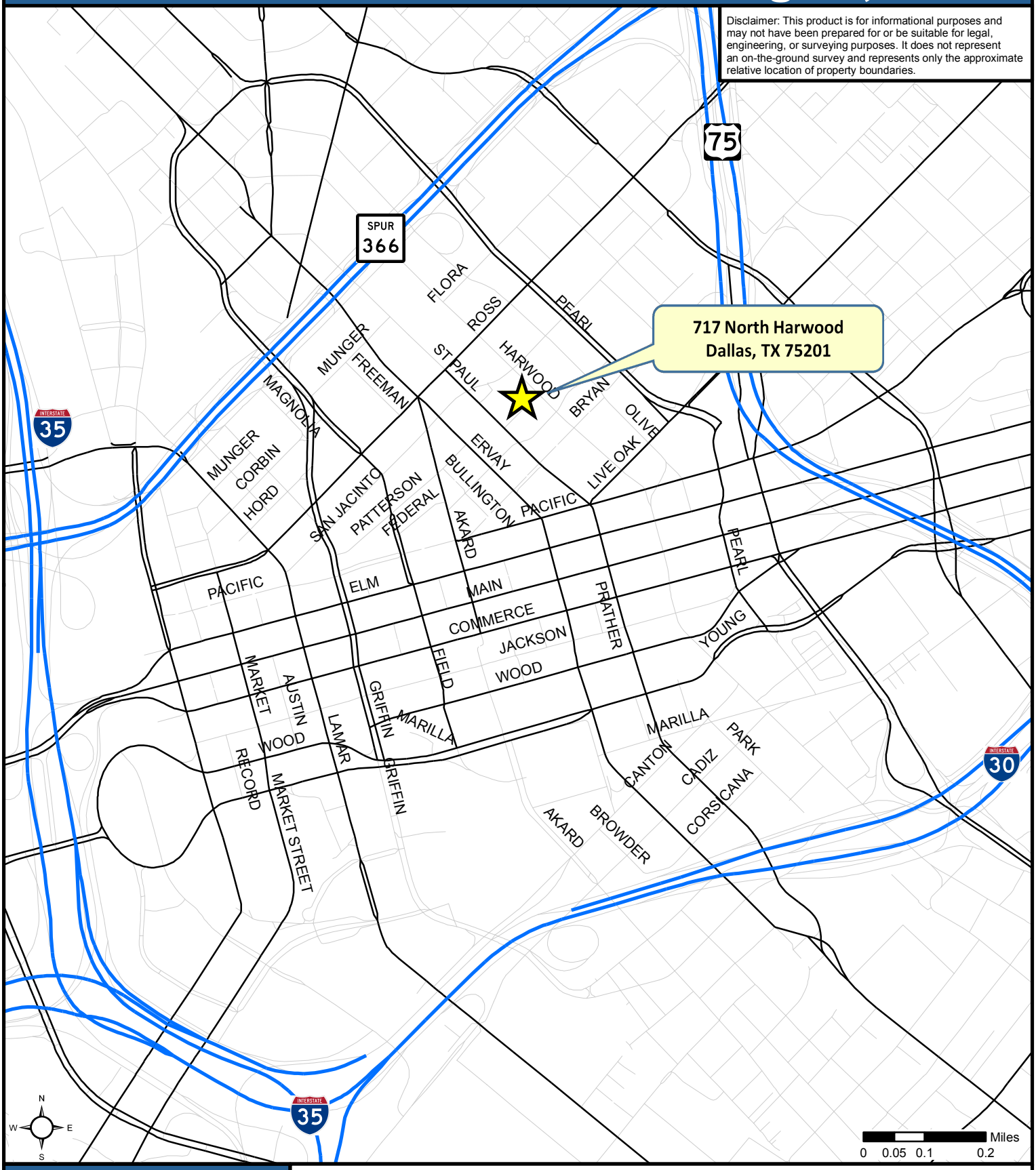
Lone Wolf Real Estate Technologies Inc., a Delaware Corporation

Hady Khayrat, Director of Strategic Programs

MAP

Attached

Lone Wolf Real Estate Technologies, Inc.



DALLAS
ECONOMIC
DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created MM.DD.YY, Last Updated MM.DD.YY - FileName.ABC

Legend

717 North Harwood

Freeway

Arterial

Local Road

Data Source

April 26, 2017

WHEREAS, the City of Dallas recognizes the importance of its role in local economic development; and

WHEREAS, business entities have a number of real estate opportunities to consider when relocating to the Dallas-Fort Worth region; and

WHEREAS, many municipalities within the Dallas-Fort Worth region have economic development programs to compete with the City of Dallas for expansions and relocations of business entities; and

WHEREAS, site selection decisions made by business entities are often significantly influenced by a municipality's ability to provide competitive economic development incentives; and

WHEREAS, it is in the interest of the City of Dallas to support and secure the expansions and relocations of business entities within the City of Dallas and the employment opportunities that these business entities bring for Dallas residents; and

WHEREAS, Lone Wolf Real Estate Technologies Inc., a Delaware Corporation has been considering sites in Atlanta, Georgia and Minneapolis, Minnesota for the location of its new U.S. headquarters; and

WHEREAS, the City of Dallas desires to support and secure the location of the new U.S. headquarters of Lone Wolf Real Estate Technologies Inc., a Delaware Corporation within the City of Dallas; and

WHEREAS, the location of the new U.S. headquarters of Lone Wolf Real Estate Technologies Inc., a Delaware Corporation will not occur within the City of Dallas without an offer of economic development incentives from the City of Dallas; and

WHEREAS, on December 14, 2016, City Council authorized **(1)** the continuation of its Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and **(2)** established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, the Project conforms to the Public/Private Partnership Program - Guidelines and Criteria (effective for the period January 1, 2017 through December 31, 2018); and

April 26, 2017

WHEREAS, the City of Dallas desires to enter into an economic development grant agreement with Lone Wolf Real Estate Technologies Inc., a Delaware Corporation to promote economic development, stimulate private sector investment, encourage job creation, and grow the tax base in the City of Dallas.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an economic development grant agreement with Lone Wolf Real Estate Technologies Inc., a Delaware Corporation, approved as to form by the City Attorney, in conjunction with the location of its U.S. headquarters to an existing office facility (Facility) located at 717 North Harwood Street.

SECTION 2. That the real property located at 717 North Harwood Street, Dallas, Texas which shall be described in the economic development grant agreement, is attached as **Exhibit A** (Metes and Bounds Legal Description) and graphically depicted on the attached site map as **Exhibit B**.

SECTION 3. That **Exhibit C** contains the estimated investment by Lone Wolf Real Estate Technologies Inc., a Delaware Corporation for real property improvements (i.e. leasehold building improvements) and business personal property at the Facility.

SECTION 4. That the economic development grant shall be in an amount not to exceed $150,000 provided Lone Wolf Real Estate Technologies Inc., a Delaware Corporation meets its obligations under the grant agreement with the City.

SECTION 5. That the terms of the grant payment shall be as follows:

1. A grant totaling $150,000 to Lone Wolf Real Estate Technologies Inc., a Delaware Corporation. The grant will be payable upon verification of: **(1)** a Certificate of Occupancy after at least $2,000,000 has been invested in leasehold improvements and business personal property (including hard and soft costs) at the Facility on or before April 30, 2018, and **(2)** at least 150 full-time equivalent (FTE) positions located at the Facility with a $90,000 average annual salary on or before December 31, 2020.

2. If Lone Wolf Real Estate Technologies Inc., a Delaware Corporation fails to maintain at least 150 FTE’s for a period of five years beginning from the date of the payment of the grant by the City of Dallas, Lone Wolf Real Estate Technologies, Inc. will be required to reimburse the City in the amount of $100,000.

SECTION 6. That the Chief Financial Officer is hereby authorized to encumber and disburse future funds from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit 9992, Object 3016, Activity PPPF, ECO179992F312, Vendor VS94278.

SECTION 7. That this resolution takes 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.

Legal Description

TRACT 1: (Fee Simple)

BEING a 42,200 square feet or a 0.9688 acre tract of land, more of less, situated in the J. Grisgby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, said tract being part of City Block 1/243, and said tract conveyed to Dallas PT 717 North Harwood Street Office Limited Partnership by deed recorded in Volume 2001157, Page 4818, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set "x" cut on concrete pavement for a corner at the East corner of a right-of-way corner clip at the intersection of the Southwest line of Harwood Street (a 60 foot right-of-way) with the Southeast line of San Jacinto Street (a variable width right-of-way);

THENCE South 44 degrees 48 minutes 00 seconds East, with the Southwest line of Harwood Street, a distance of 263.47 feet to a found PK nail for a corner at the intersection of the Southwest line of Harwood Street with the Northwest line of Wenchell Lane (a 16 foot right-of-way);

THENCE South 44 degrees 49 minutes 57 seconds West, with the Northwest line of Wenchell Lane, a distance of 154.00 feet to a found PK nail for a corner, said point being the East corner of a tract of land conveyed to Cotton Lot L.P. by deed recorded in Volume 98050, Page 7896, Deed Records of Dallas County, Texas;

THENCE North 44 degrees 47 minutes 30 seconds West, departing the Northwest line of Wenchell Lane and with the common line of the herein described tract and the said Cotton Lot L.P. tract, a distance of 275.50 feet to a found "x" cut on concrete pavement for a corner in the Southeast line of San Jacinto Street;

THENCE North 45 degrees 00 minutes 00 seconds East, with the Southeast line of San Jacinto Street, a distance of 105.84 feet to a set "x" cut on concrete pavement at the beginning of a non-tangent curve to the left with a central angle of 04 degrees 00 minutes 40 seconds, a radius of 622.11 feet, a chord bearing of North 53 degrees 01 minutes 23 seconds East, and a chord distance of 43.54 feet;

THENCE Northeasterly, continuing with the Southeast line of San Jacinto Street and along said curve, an arc distance of 43.55 feet to a set "x" cut on concrete pavement for a corner at the West corner of the above said right-of-way corner clip;

THENCE South 87 degrees 00 minutes 28 seconds East, with the said right-of-way corner clip, a distance of 7.40 feet to the Point of Beginning.

TRACT 2: (Non-Exclusive Easement)

BEING a 40,417 square feet or a .9278 acre tract of land, more or less, situated in the J. Grisgby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, said tract being part of City Block 246, and said easement rights conveyed to Dallas PT 717 North Harwood Street Office Limited Pa1·t11ership by deed recorded in Volume 200 1157, Page 4818, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set 1/2 inch iron rod for a corner at the South corner of a right-of-way corner clip at the intersection of the Northeast line of Harwood Street (a 60 foot right-of-way) with the Southeast line of San Jacinto Street (a variable width right-of-way);

THENCE North 00 degrees 06 minutes 00 seconds East, with the said right-of-way corner clip, a distance of 14.17 feet to a set "x" cut on concrete pavement for a corner in the Southeast line of San Jacinto Street, said point being the North corner of the said right-of-way corner clip;

THENCE North 45 degrees 00 minutes 00 seconds East, with the Southeast line of San Jacinto Street, a distance of 142.91 feet to a set 1/2 inch iron rod for a corner;

THENCE South 44 degrees 51 minutes 00 seconds East, departing the Southeast line of San Jacinto Street, a distance of 264.67 feet to a set 1/2 inch iron rod for a corner;

THENCE South 45 degrees 10 minutes 20 seconds West, a distance of 153.14 feet to a found "x" cut on concrete pavement for a corner in the Northeast line of Harwood Street;

THENCE North 44 degrees 48 minutes 00 seconds West, with the Northeast line of Harwood Street, a distance of 254.21 feet to the Point of Beginning.

TRACT 3: (Non-Exclusive Easement)

BEING all that certain air space above the vertical clearance height of approximately 23.00 feet over the crown of a portion of the 1200 square foot parcel, more or less, of Harwood Street quit claimed and abandoned by the City of Dallas, pursuant to Ordinance No. 16680 passed by City Council of the City of Dallas, on September 10, 1980, said portion of the aforesaid 1200 square foot parcel of Harwood Street being more particularly described as follows:

BEGINNING at a point in the center line of Harwood Street (a 60 foot right-of-way), said point being North 43 degrees 47 minutes 49 seconds East, a distance of 30.01 feet and North 44 degrees 48 minutes 00 seconds West, a distance of 71.60 feet from a found PK nail at the intersection of the Southwest line of Harwood Street with the Northwest line of Wenchell Lane (a 16 foot right-of-way);

THENCE North 44 degrees 48 minutes 00 seconds West, with the center line of Harwood Street, a distance of 20.00 feet to a point for a corner;

THENCE North 43 degrees 47 minutes 49 seconds East, departing the center line of Harwood Street, a distance of 30.01 feet to a found "x" cut on concrete pavement point for a corner in the Northeast line of Harwood Street;

THENCE South 44 degrees 48 minutes 00 seconds East, with the Northeast line of Harwood Street, a distance of 20.00 feet to a found "x" cut on concrete pavement for a corner;

THENCE South 43 degrees 47 minutes 49 seconds West, departing the Northeast line of Harwood Street, a distance of 30.01 feet to the Point of Beginning and containing 600 square feet or 0.0138 acre of land, more or less.

TRACT 4: (Fee Simple)

BEING all that certain air space above the vertical clearance height of approximately 23.00 feet over the crown of a portion of the 1200 square foot parcel, more or less, of Harwood Street quit claimed and abandoned by the City of Dallas, pursuant to Ordinance No. 16680 passed by City Council of the City of Dallas, on September 10, 1980, said portion of the aforesaid 1200 square foot parcel of Harwood Street being more particularly described as follows:

BEGINNING at a point in the Southwest line of Harwood Street (a 60 foot right-of-way), said point being North 44 degrees 48 minutes 00 seconds West, a distance of 71.60 feet from a found PK nail at the intersection of the Southwest line of Harwood Street with the Northwest line of Wenchell Lane (a 16 foot right-of-way);

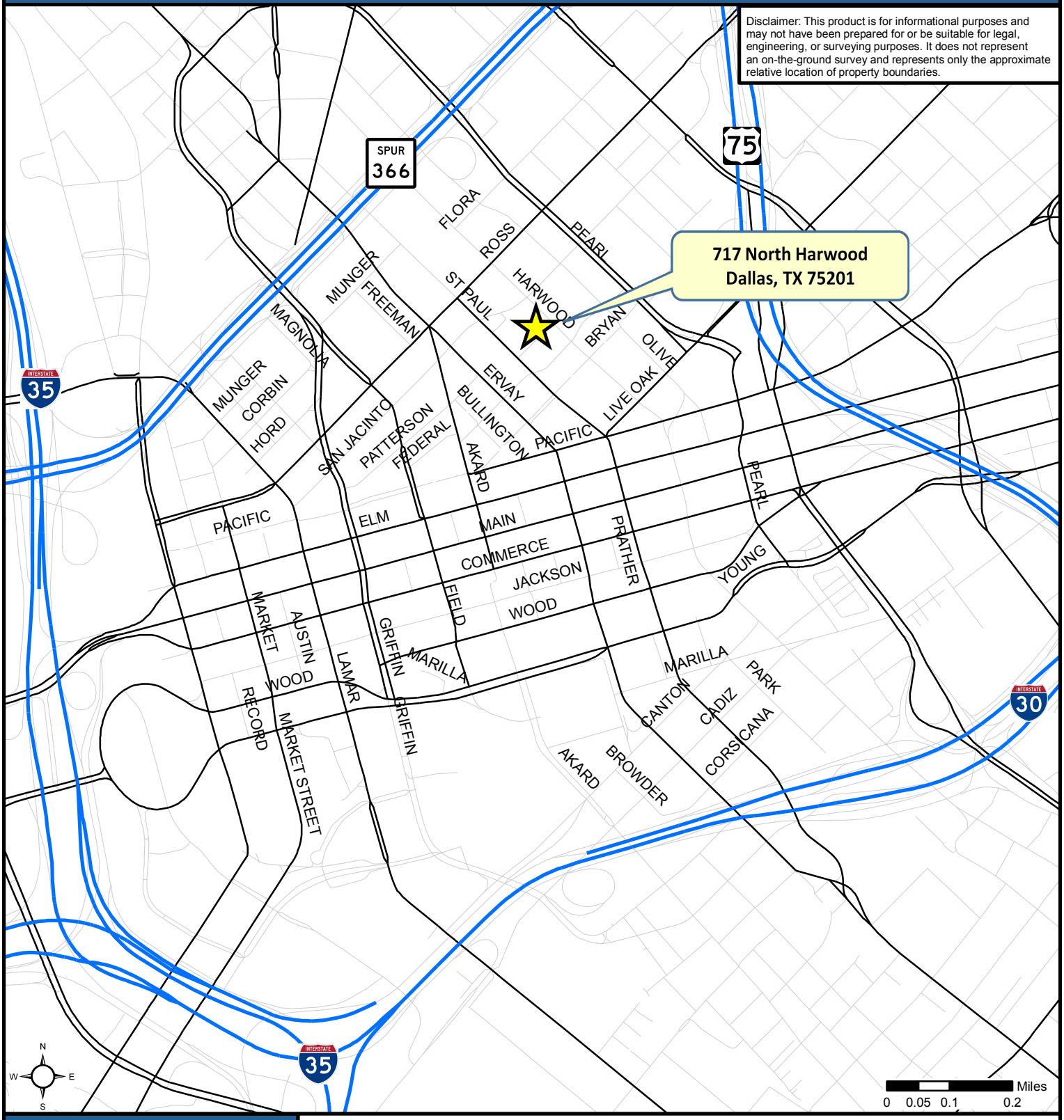
THENCE North 44 degrees 48 minutes 00 seconds West, with the Southwest line of Harwood Street, a distance of 20.00 feet to a point for a corner;

THENCE North 43 degrees 47 minutes 49 seconds East, departing the Southwest line of Harwood Street, a distance of 30.01 feet to a point for a corner in the center line of Harwood Street;

THENCE South 44 degrees 48 minutes 00 seconds East, with the center line of Harwood Street, a distance of 20.00 feet to a point for a corner;

THENCE South 43 degrees 47 minutes 49 seconds West, departing the center line of Harwood Street, a distance of 30.01 feet to the Point of Beginning, containing 600 square feet or 0.0138 acre of land.

Exhibit B:
Lone Wolf Real Estate Technologies, Inc.



DALLAS
ECONOMIC DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created MM.DD.YY, Last Updated MM.DD.YY - FileName.ABC

Legend

717 North Harwood

Freeway

Arterial

Local Road

Data Source

Exhibit C

Lone Wolf Real Estate Technologies Inc.

Description of Improvements:

Lease and operate a new full-service office for Lone Wolf Real Estate Technologies, Inc. located at 717 North Harwood Street, Dallas 75201 (the “Facility”).

Leasehold and Business Personal Property Improvement project costs necessary for Grantee to operate the office will include hard and soft cost improvements to the Facility actually incurred by or on behalf of Grantee for improvements on the Property.

REAL PROPERTY IMPROVEMENTS:

Leasehold Improvements:
Estimated Cost……$1,500,000

BUSINESS PERSONAL PROPERTY IMPROVEMENTS:

Equipment:
Estimated Cost……...$250,000

Furniture & Fixtures:
Estimated Cost……...$250,000

Summary – Minimum Total Costs …….. ……...$2,000,000

AGENDA ITEM # 44

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Office of Economic Development

CMO: Theresa O'Donnell, 670-3309

MAPSCO: 45 K

SUBJECT

Authorize the first amendment to the development agreement with Mid Elm TIF, Inc. for the Mid Elm Lofts project located at 1512, 1514 and 1516 Elm Street in the City Center TIF District to **(1)** extend the project completion deadlines from June 30, 2017 to June 30, 2018; and **(2)** consider an increase in private investment requirement from $13,000,000 to $18,000,000 - Financing: No cost consideration to the City

BACKGROUND

The City entered into a Development Agreement with Mid Elm TIF, Inc. to reimburse TIF eligible project costs for streetscape and utility improvements and an Economic Development TIF Grant for a total amount not to exceed $3,900,000 for the Mid Elm Lofts redevelopment project located at 1512, 1514, and 1516 Elm Street, per Resolution No. 14-1275, approved on August 13, 2014, as amended. The initial amendment approved on November 10, 2015 included a one year deadline extension. That amendment was incorporated into the development agreement.

The project involves the complete renovation of three adjacent historic downtown buildings on Elm Street. The existing buildings are being renovated as one development, but each facade is being restored individually to maintain the original exterior appearances. The ground floor and basement levels will be commercial lease space, and the upper floors will accommodate approximately 25 residential units (three affordable units).

Construction is well underway, including site demolition, environmental clean-up, approval of state and federal historic tax credits, commitment from historic tax credit investors/partners, and completion of Oncor vault. Despite significant progress on the project, the complexity and cost of rehabilitating three historic buildings from three different historical eras exceeded original expectations. In addition, developer experienced delays related to the City's approval and permitting process and other matters beyond Developer's control.

BACKGROUND (continued)

Some of the unexpected conditions that have extended the timetable for completion of the project and significantly increased the cost of the project include: (a) structural issues at 1516 Elm, (b) excavation challenges at 1512 Elm Street, and (c) regulatory restrictions imposed by the City, including limitations on certain construction activity, and the City's approval process.

The structural issues at 1516 Elm Street included the lack of footings or piers for the columns and pilaster. This required the installation of micropiles at the perimeter walls and new column footings at the interior columns. In addition, there were significant structural deficiencies in the concrete slabs and columns that required extensive fiber reinforcing throughout the building. No work could proceed inside the building until these structural issues were resolved.

The excavation at 1512 Elm Street for the Oncor vault required the underpinning of the masonry walls. The original plan was to use a drilled pier system, but that was deemed too difficult to install due to clearances for the equipment. Instead, a micropile system was used that took longer to complete. In addition, during installation of the micropile system, large pockets of sand fill were encountered below 1512 that were not shown in the original geotechnical reports. This required a redesign of the foundation and waterproofing details.

With respect to the City restrictions and approval process, the installation of a new water line under Elm Street was impacted by the City's requirement that this work occur only on the weekend and the discovery during excavation of a concrete vault under Elm Street around which the new water line had to be routed. Also, because the project is located mid-block on a downtown street with no alley, it required a City-issued sidewalk and parking lane closure permit and City approval to close the adjacent driving lane. These closures were needed for safety purposes, so that demolished materials could be removed from the site and new materials and equipment brought into the site, for portable toilets, and for other typical construction activities. The permitting process for the sidewalk and parking lane closure started around July 20, 2015, and the permit was not issued until October 26, 2015. Similarly, the process to obtain the necessary approval to close the driving lane started about March 23, 2016, the required approval did not occur until June 10, 2016, and related issues with hooding affected parking meters were not resolved until around July 1, 2016. In a similar vein, a request to the City for the license agreements necessary to perform critical work on the project was in the works for from October 20, 2015 until November 18, 2015, before the City offered the option of applying for a hardship exception to avoid at least two additional months of lost time before the license agreements could be included on the City Council's agenda.

In consideration for the deadline extensions, the minimum investment required as part of the TIF funding contingencies, will be increased from $13,000,000 to $18,000,000.

ESTIMATED SCHEDULE OF PROJECT

Project Start Date December 2014
Project Completion Date June 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 12, 2014, the City Center TIF District Board of Directors reviewed and recommended approval of a development agreement with the RREAF Holdings (Mid Elm), LLC, and TIF funding for the project in an amount not to exceed $3,900,000, to reimburse eligible project costs.

On August 4, 2014, the Economic Development Committee reviewed a memo on the proposed Mid Elm Lofts project and recommended approval.

On August 13, 2014, City Council authorized a development agreement with RREAF Holdings (Mid Elm), LLC, to reimburse TIF eligible project costs for streetscape and utility improvements in an amount not to exceed $1,642,000 and an Economic Development TIF Grant in an amount not to exceed $2,258,000 for a total amount not to exceed $3,900,000 for the Mid Elm Lofts redevelopment project (1512, 1514, and 1516 Elm Street) from revenues accruing to Tax Increment Financing Reinvestment Zone Five (City Center TIF District), in an amount not to exceed $3,900,000–by Resolution No. 14-1275 and a resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Five (City Center TIF District) to reimburse RREAF Holdings (Mid Elm), LLC, up to $3,900,000, of which $2,258,000 is in the form of Economic Development TIF Grant, for project costs pursuant to the development agreement with RREAF Holdings (Mid Elm), LLC by Resolution No. 14-1276.

On November 10, 2015, City Council authorized amendments to Resolution Nos. 14-1275 and 14-1276 approved on August 13, 2014, to **(1)** extend the Certificate of Occupancy and construction completion deadlines for the Mid Elm Lofts redevelopment project from June 30, 2016 to June 30, 2017 and **(2)** revise the development entity from RREAF Holdings, LLC to Mid Elm TIF, Inc by Resolution No. 15-2055.

On March 9, 2017, the City Center TIF District Board of Directors approved and forwarded a recommendation of approval to City Council for a one-year extension of the project deadline to: **(1)** complete construction and receive a Certificate of Occupancy; **(2)** received acceptance of public infrastructure improvements; and **(3)** execute an Operation and Maintenance Agreement from June 30, 2017 to June 30, 2018, for the Mid Elm Lofts Project located at 1512-1516 Elm Street approved by City Council on August 13, 2014, by Resolution Nos. 14-1275 and 14-1276, as amended, and an increase in private investment from $13,000,000 to $18,000,000 as additional consideration for the deadline extension.

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

The Economic Development Committee will be briefed by memorandum regarding this matter on April 17, 2017.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

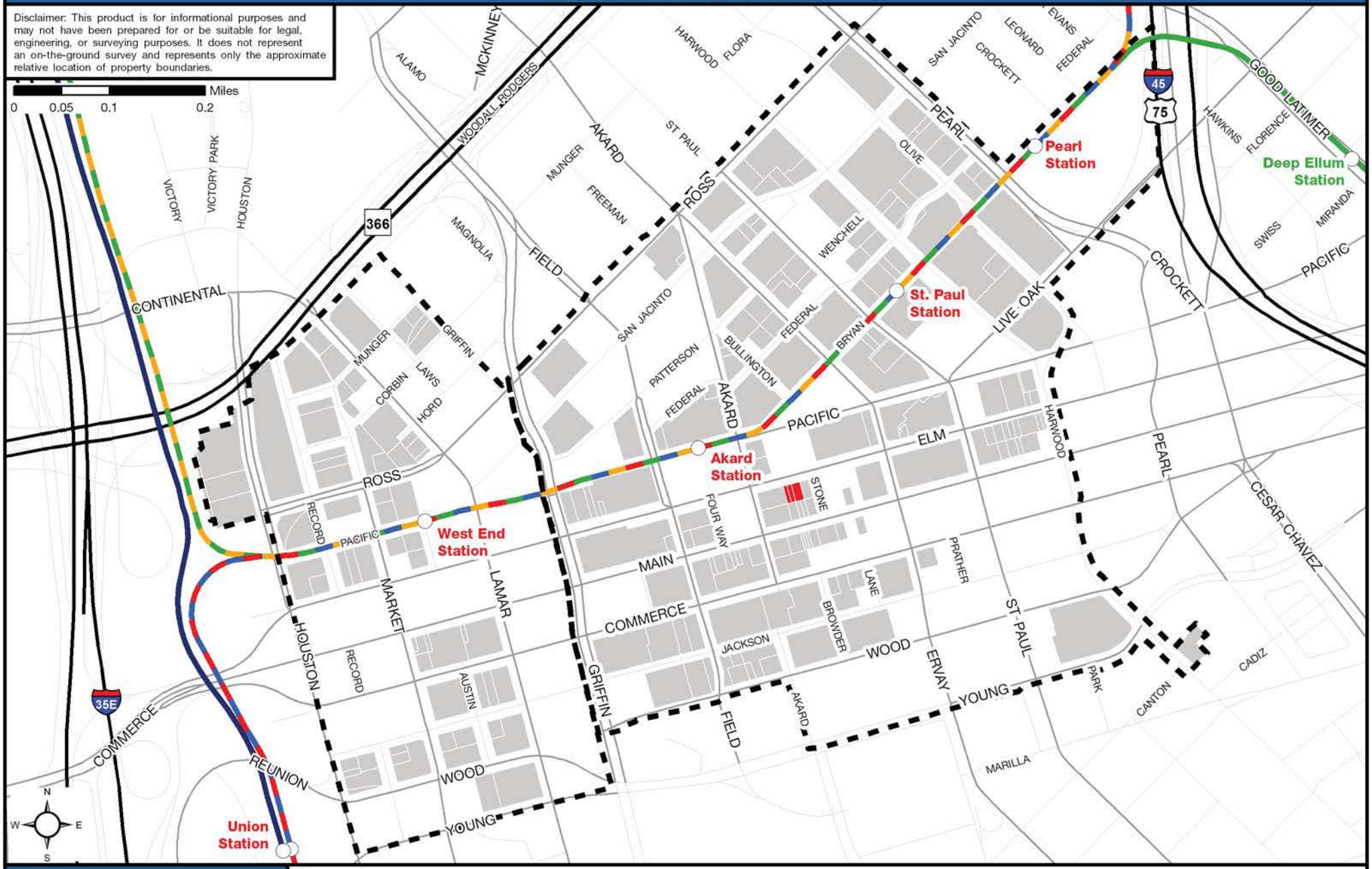
Mid Elm TIF, Inc.

Scott Remphrey, Authorized Representative

MAP

Attached

Mid-Elm Lofts



DALLAS
ECONOMIC DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 3.11.10, Updated 7.28.14 - 14-07-24 Jon Hubach.TCG

Legend

- Mid-Elm Lofts
- City Center TIF Boundary
- City Center TIF Parcels
- Rail Station
- DART Red Line
- DART Blue Line
- DART Green Line
- DART Orange Line
- Trinity Railway Express
- Freeway or Tollway
- Highway
- Arterial
- Local Road

Source: Parcel Data - Dallas CAD, 2013; All Other Data - City of Dallas, 2014

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, on June 26, 1996, City Council pursuant to Ordinance No. 22802, established Tax Increment Financing Reinvestment Zone Five (City Center TIF District) in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the City Center area through the use of tax increment financing as amended; and

WHEREAS, on February 12, 1997, City Council, pursuant to Ordinance No. 23034, authorized the City Center TIF District Project Plan and Reinvestment Zone Financing Plan for the City Center TIF District, as amended; and

WHEREAS, on December 12, 2012, City Council, conducted a public hearing, received comments and approved amendments to the City Center TIF District Project and Reinvestment Zone Financing Plans and authorized Ordinance No. 12-3040 amending Ordinance No. 22802, previously approved on June 26, 1996, and an Ordinance No. 23034, previously approved February 12, 1997, to: **(1)** create two sub-districts within the City Center TIF District: (a) City Center Sub-district (original district boundary) and (b) Lamar Corridor/West End Sub-district; **(2)** increase the geographic area of the City Center TIF District to add approximately 27.14 acres to create the Lamar Corridor/West End Sub-district; **(3)** extend the current termination date of the City Center TIF District from December 31, 2012, to December 31, 2022, for the City Center Sub-district and establish a termination date for the Lamar Corridor/West End Sub-district of December 31, 2037; **(4)** decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; **(5)** increase the City Center TIF District's budget from $87,567,717 total dollars to $151,968,546 total dollars; and **(6)** make corresponding modifications to the City Center TIF District boundary, budget and Project and Reinvestment Zone Financing Plans; and

WHEREAS, on August 13, 2014, City Council authorized a development agreement with RREAF Holdings (Mid Elm), LLC, to reimburse TIF eligible project costs for streetscape and utility improvements in an amount not to exceed $1,642,000 and an Economic Development TIF Grant in an amount not to exceed $2,258,000 for a total amount not to exceed $3,900,000 for the Mid Elm Lofts redevelopment project located at 1512, 1514, and 1516 Elm Street from revenues accruing to Tax Increment Financing Reinvestment Zone Five (City Center TIF District), in an amount not to exceed $3,900,000 by Resolution No. 14-1275; and a resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Five (City Center TIF District) to reimburse RREAF Holdings (Mid Elm), LLC up to $3,900,000, of which $2,258,000 is in the form of Economic Development TIF Grant, for project costs pursuant to the development agreement with RREAF Holdings (Mid Elm), LLC by Resolution No. 14-1276; and

April 26, 2017

WHEREAS, on November 10, 2015, City Council authorized amendments to Resolution Nos. 14-1275 and 14-1276 approved on August 13, 2014, to **(1)** extend the Certificate of Occupancy and construction completion deadlines for the Mid Elm Lofts redevelopment project from June 30, 2016 to June 30, 2017 and **(2)** revise the development entity from RREAF Holdings, LLC to Mid Elm TIF, Inc.; and

WHEREAS, on March 9, 2017, the City Center TIF District Board of Directors approved and forwarded a recommendation of approval to City Council for a one-year extension of the project deadline to: **(1)** complete construction and receive a Certificate of Occupancy; **(2)** received acceptance of public infrastructure improvements; and **(3)** execute an Operation and Maintenance Agreement from June 30, 2017 to June 30, 2018, for the Mid Elm Lofts Project located at 1512-1516 Elm Street approved by City Council on August 13, 2014, by Resolution Nos. 14-1275 and 14-1276, as amended, and an increase in private investment from $13,000,000 to $18,000,000 as additional consideration for the deadline extension.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to sign the first amendment to the development agreement with Mid Elm TIF, Inc., approved as to form by the City Attorney, to extend the project deadline from June 30, 2017 to June 30, 2018.

SECTION 2. That in consideration for the deadline extension, Section 1A of the Development Agreement shall be amended to increase the Developer's Minimum Investment Commitment from $13,000,000 to $18,000,000.

SECTION 3. That all other terms and conditions as set forth in the Development Agreement between Mid Elm TIF, Inc. and the City of Dallas for the Mid Elm Lofts project located at 1512, 1514 and 1516 Elm Street, shall remain in full force and effect, except as specifically outlined above.

SECTION 4. That the facts and recitations contained in the preamble of this Resolution are hereby founded and declared to be true and correct.

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

AGENDA ITEM # 45

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45 V

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an RS-I Regional Service Industrial Subdistrict on property zoned a P(A) Parking Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the southwest line of South Ervay Street, northwest of Al Lipscomb Way
Recommendation of Staff and CPC: Approval
Z167-116(WE)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**
ACM: Majed Al-Ghafry

FILE NUMBER: Z167-116(WE) **DATE FILED:** October 24, 2016

LOCATION: Southwest line of South Ervay Street, northwest of Al Lipscomb Way

COUNCIL DISTRICT: 7 **MAPSCO:** 45-V

SIZE OF REQUEST: Approx. 1.1 acres **CENSUS TRACT:** 34

APPLICANT: Jermauld Cobbs

OWNER: Dallas Independent School District

REPRESENTATIVE: Drew Hayes
PBK

REQUEST: An application for an RS-I Regional Service Industrial Subdistrict on property zoned a P(A) Parking Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District.

SUMMARY: The purpose of the request is to allow for a motor fueling station to come into compliance with the appropriate zoning district. The site has served as a district fueling station for DISD for approximately 30 years. The property is part of the Forest Ballew Service Center, across Sanger Avenue, which provides maintenance and distribution services for the entire district.

CPC RECOMMENDATION: **Approval**

STAFF RECOMMENDATION: **Approval**

BACKGROUND INFORMATION:

- The request site is developed with a motor vehicle fueling station and surface parking lot that serves DISD service vehicles station.

- The applicant request for an RS-I Subdisrtrict will bring the motor vehicle fueling station into compliance. In addition, the applicant will upgrade and replace the existing infrastructure.

- DISD has used this site as the district's fuel depot for approximately 30 years.

- The surrounding land uses consist of DISD's distribution center [PDD No. 747, Phase 1] and offices. Properties to the northeast of the site, across South Ervay Street, consist of DISD offices, and undeveloped tracts of land.

Zoning History: There has been one zoning case change in the area over the past five years.

1. Z145-332 On January 13, 2016, the City Council approved an MF-2(A) Multifamily Subdistrict on property zoned Tract 1, RS-C Regional Service Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the southeast line of Sanger Avenue, between Riggs Street and South Ervay Street.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
South Ervay Street	Collector	60 ft.	60 ft.

Land Use:

	Zoning	Land Use
Site	P(A) within PDD No. 595	Surface parking, fuel pump station
Northeast	RS-I within PDD No. 595	DISD Distribution center, Office, Undeveloped
Southeast	PD No. 747 Phase 3	Undeveloped
Northwest	RS-I within PDD No. 595	DISD Offices
Southwest	PD No. 747 Phase 1	Distribution center

COMPREHENSIVE PLAN: The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *fowardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies that either support or provide reason to deny this request. However, land use compatibility supports the zoning request.

STAFF ANALYSIS:

Land Use Compatibility: The 1.1 acre site is developed with a motor vehicle fueling station and surface parking lot that serves DISD service vehicles station. The applicant's request for an RS-I Subdisrtrict will bring the motor vehicle fueling station into compliance. The request site served as the district's fuel depot for approximately 30 years, which had a motor vehicle fueling station and surface parking on site prior to the adoption of PDD No. 595, the South Dallas/Fair Park Special Purpose District. In addition, the applicant will upgrade and replace the existing infrastructure.

The surrounding land uses consist of DISD's distribution center [PDD No. 747, Phase 1] and offices. Properties to the northeast of the site, across South Ervay Street, consist of DISD offices, and undeveloped tracts of land.

Staff has reviewed and supports the applicant's request for an RS-I Subdistrict. The proposed Subdistrict is consistent with the adjacent uses that are developed within the same block.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
P(A) Parking Subdistrict							Surface parking
RS-I Regional Service Industrial Subdistrict	15'	15' adjacent to residential OTHER: No Min.	1.0 office 0.5 retail 1.0 all uses combined	70' 5 stories	80%	Proximity Slope	Commercial and business services, office, wholesale, distribution and storage

Landscaping: Landscaping must be in accordance with the landscaping requirements in Article X, as amended.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed development will not have a negative impact on the surrounding street system.

CPC Action (March 16, 2017)

Motion: It was moved to recommend **approval** of an RS-I Regional Service Industrial Subdistrict on property zoned a P(A) Parking Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the southwest line of South Ervay Street, northwest of Al Lipscomb Way.

Maker: Rieves
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

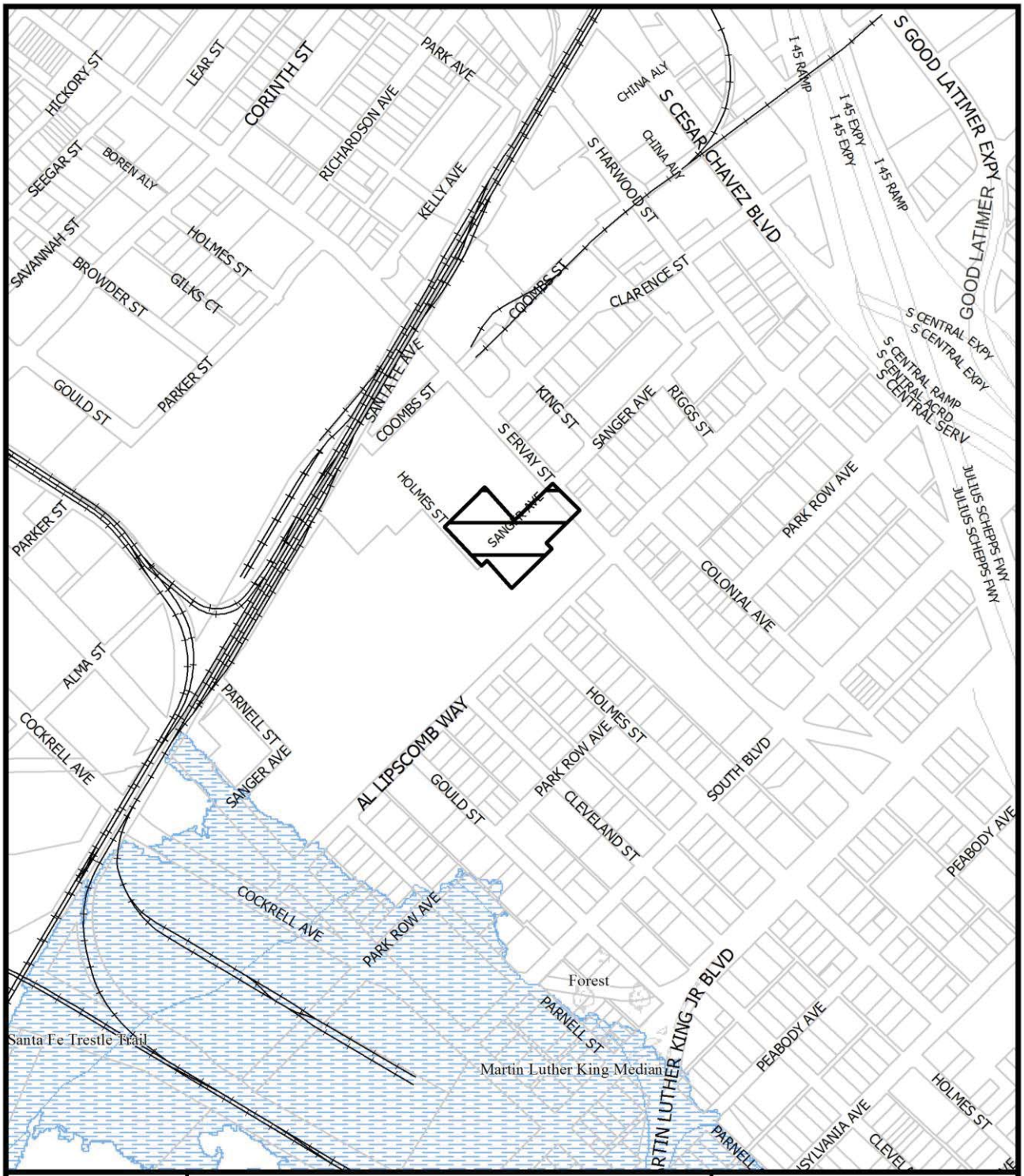
Notices: Area: 500 Mailed: 66
Replies: For: 0 Against: 0

Speakers: None

LIST OF BOARD OF TRUSTEES
Dallas Independent School District

President	1st Vice President	2nd Vice President	Board Secretary
			
Dan Micciche District 3	Edwin Flores District 1	Audrey Pinkerton District 7	Jaime Resendez District 4

				
Dustin Marshall District 2	Lew Blackburn District 5	Joyce Foreman District 6	Miguel Solis District 8	Bernadette Nutall District 9


HICKORY ST
LEAR ST
CORINTH ST
PARK AVE
SEEGAR ST
BOREN ALY
RICHARDSON AVE
KELLY AVE
CHINA ALY
S CESAR CHAVEZ BLVD
I 45 RAMP
I 45 EXPY
S GOOD LATIMER EXPY
GOOD LATIMER
S HARWOOD ST
SAVANNAH ST
BROWDER ST
GILKS CT
HOLMES ST
COOMBS ST
CLARENCE ST
S CENTRAL EXPY
S CENTRAL RAMP
S CENTRAL ACRD
S CENTRAL SERV
GOULD ST
PARKER ST
SANTA FE AVE
KING ST
SANGER AVE
RIGGS ST
S ERVAY ST
PARK ROW AVE
JULIUS SCHEPPS FWY
COLONIAL AVE
ALMA ST
PARNELL ST
COCKRELL AVE
AL LIPSCOMB WAY
SOUTH BLVD
CLEVELAND ST
PEABODY AVE
Forest
Santa Fe Trestle Trail
Martin Luther King Median
MARTIN LUTHER KING JR BLVD
SYLVANIA AVE
1:6,000
VICINITY MAP
Case no: Z167-116
Date: 2/1/2017

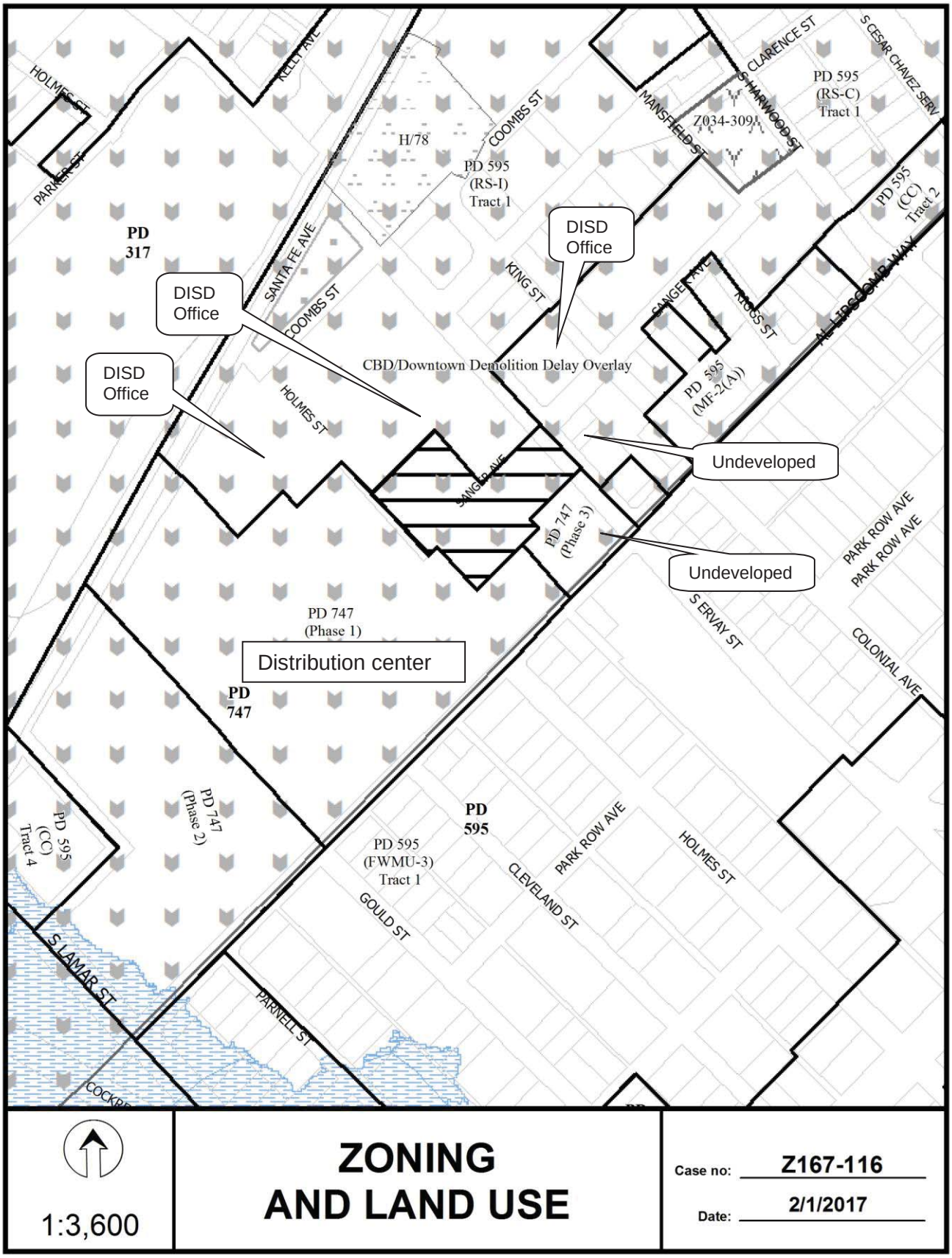


1:3,600

AERIAL MAP

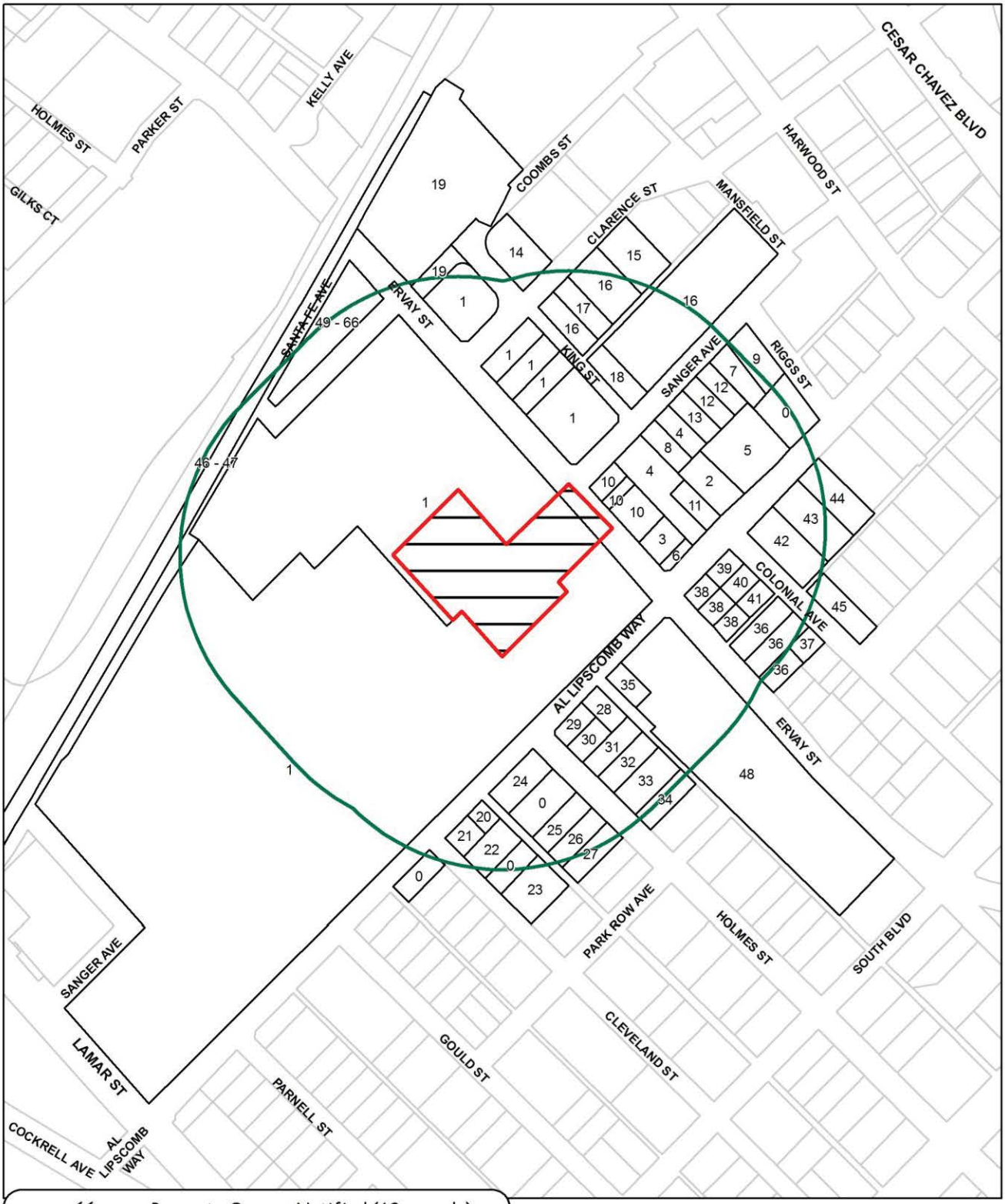
Case no: Z167-116

Date: 2/1/2017


DISD Office
DISD Office
DISD Office
Undeveloped
Undeveloped
Distribution center
CBD/Downtown Demolition Delay Overlay
PD 317
PD 747 (Phase 1)
PD 747
PD 595
PD 595 (RS-I) Tract 1
PD 595 (RS-C) Tract 1
PD 595 (CC) Tract 2
PD 595 (CC) Tract 4
PD 595 (FWMU-3) Tract 1
PD 747 (Phase 2)
PD 747 (Phase 3)
PD 595 (MF-2(A))
H/78
Z034-309
HOLMES ST
PARKER ST
KELLY AVE
COOMBS ST
SANTA FE AVE
KING ST
MANSFIELD ST
CLARENCE ST
S HARWOOD ST
S CESAR CHAVEZ SERV
CANGELO AVE
MOSS ST
ALLEN GOMEZ WAY
JUNIOR AVE
PARK ROW AVE
PARK ROW AVE
S ERVAY ST
COLONIAL AVE
GOULD ST
CLEVELAND ST
PARK ROW AVE
HOLMES ST
S LAMAR ST
PARNELL ST
1:3,600
ZONING AND LAND USE
Case no: Z167-116
Date: 2/1/2017

Z167-116(WE)

CPC RESPONSES



66	Property Owners Notified (69 parcels)
0	Replies in Favor (0 parcels)
0	Replies in Opposition (0 parcels)
500'	Area of Notification
3/16/2017	Date

Z167-116
CPC

N
W E
S

1:3,600

Notification List of Property Owners

Z167-116

66 Property Owners Notified 0 Property Owners in Favor 0 Property Owners Opposed

Reply	Label #	Address		Owner
	1	2500	S ERVAY ST	Dallas ISD
	2	1803	AL LIPSCOMB WAY	OPERATION RELIEF CENTER INC
	3	2618	S ERVAY ST	GNG PPTIES INC
	4	1708	SANGER AVE	DEEPER LIFE CHRISTIAN
	5	1809	AL LIPSCOMB WAY	EKUKPE AUGUSTINE A
	6	2622	S ERVAY ST	BRAGGS JUDY
	7	1822	SANGER AVE	BRADLEY MARIA GLORIA KING
	8	1714	SANGER AVE	LEWIS LOYD ESTATE OF
	9	1826	SANGER AVE	MOYNIHAN DAVID
	10	2608	S ERVAY ST	KHAZEM ALI
	11	1711	AL LIPSCOMB WAY	SWIFT BARRELL COMPANY
	12	1812	SANGER AVE	MERVELDT SEAN VON
	13	1808	SANGER AVE	PARK ALICE J
	14	1808	COOMBS ST	CAUDILL DOUGLAS W
	15	1816	CLARENCE ST	SMITH SETH A
	16	1814	CLARENCE ST	WAUGH JERRY W
	17	1804	CLARENCE ST	DANSING INVESTMENTS
	18	1801	SANGER AVE	BECKLES ROBERT O
	19	2400	S ERVAY ST	AMERICAN BEAUTY LOFTS LTD
	20	1520	AL LIPSCOMB WAY	ARLINGTON INSURANCE BLDG CORP
	21	1502	AL LIPSCOMB WAY	COUNTY LAND & WATER LLC SERIES MFP1
	22	2706	CLEVELAND ST	LEVIER HOLDINGS CORP
	23	2718	CLEVELAND ST	HENLEY HUDSON
	24	2703	HOLMES ST	TAYLOR DANIEL G
	25	2709	HOLMES ST	HOLMES STREET FOUNDATION
	26	2715	HOLMES ST	VANN RICHARD H &

03/15/2017

Reply	*Label #*	*Address*		*Owner*
	27	2719	HOLMES ST	BLAIR DONALD & DOROTHY
	28	1604	AL LIPSCOMB WAY	CORNERSTONE BAPTIST CH
	29	2700	HOLMES ST	MEN OF NEHEMIAH INC THE
	30	2704	HOLMES ST	FISHER DESHUNDA LOUISE SADE
	31	2708	HOLMES ST	ANDOR PROPERTIES LLC
	32	2712	HOLMES ST	BLUE WINDOW CAPITAL LLC
	33	2716	HOLMES ST	SUN LAND RESERVE OF AMERICA INC
	34	2722	HOLMES ST	CORNERSTONE BAPTIST CHURCH
	35	1616	AL LIPSCOMB WAY	CORNERSTORE BAPTIST
	36	2712	S ERVAY ST	CORNERSTONE CHURCH OF DALLAS INC
	37	2723	COLONIAL AVE	CORNERSTONE COMMUNITY DEV CORP INC
	38	2700	S ERVAY ST	TOPLETZ INVESTMENTS
	39	2703	COLONIAL AVE	2111 CARTWRIGHT LLC
	40	2705	COLONIAL AVE	2111 CARTWRIGHT LLC
	41	2709	COLONIAL AVE	BROTHERS FINANCIAL CORP
	42	1802	AL LIPSCOMB WAY	AVIVA INVESTMENTS LP
	43	1810	AL LIPSCOMB WAY	CORNERSTONE COMMUNITY DEVELOPMENT CORP
	44	1816	AL LIPSCOMB WAY	REDMON CHADWICK C
	45	1803	PARK ROW AVE	SNEED T A
	46	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
	47	9999	NO NAME ST	UNION PACIFIC RR CO
	48	2713	S ERVAY ST	CORNERSTONE BAPTIST
	49	2401	S ERVAY ST	COHEN STEWART
	50	2401	S ERVAY ST	JACOBSONSANDERS KIRSTAN LEIGH
	51	2401	S ERVAY ST	DICKSON MOLLY KATHRYN
	52	2401	S ERVAY ST	PRUITT BRENDA
	53	2401	S ERVAY ST	JACKSON JONATHAN W
	54	2401	S ERVAY ST	LEATHERS LARRY F
	55	2401	S ERVAY ST	COHEN STEWART CHARLES
	56	2401	S ERVAY ST	PHAN QUAN

03/15/2017

Reply	*Label #*	*Address*		*Owner*
	57	2401	S ERVAY ST	BROWN MARK P
	58	2401	S ERVAY ST	COHEN STEWART
	59	2401	S ERVAY ST	ELTING KIMBERLEY A &
	60	2401	S ERVAY ST	COHEN MARVIN &
	61	2401	S ERVAY ST	COHEN STEWART CHARLES
	62	2401	S ERVAY ST	THOMAS PHILLIP
	63	2401	S ERVAY ST	COHEN STEWART
	64	2401	S ERVAY ST	NUNNELEY BARBARA D
	65	2401	S ERVAY ST	COHEN STEWART
	66	2401	S ERVAY ST	COHEN STEWART

AGENDA ITEM # 46

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34 Z; 35 W; 44 D; 45 A

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, between Maple Avenue and the Dallas North Tollway, southeast of the intersection of Maple Avenue and the Dallas North Tollway

Recommendation of Staff and CPC: Approval, subject to a development plan and conditions

Z167-166(PD)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER: Z167-166(PD) **DATE FILED:** December 22, 2016

LOCATION: Between Maple Avenue and the Dallas North Tollway, southeast of the intersection of Maple Avenue and the Dallas North Tollway.

COUNCIL DISTRICT: 2 **MAPSCO:** 34Z, 35W, 44D, 45-A

SIZE OF REQUEST: Approx. 1.27 Acres **CENSUS TRACT:** 5.00

APPLICANT/OWNER: Old Parkland Unit K

REPRESENTATIVE: Rob Baldwin, Baldwin Planning

REQUEST: An application for a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District.

SUMMARY: The applicant is proposing to develop the property with an office building with underground parking. A Planned Development Subdistrict is proposed to 1) reduce setbacks adjacent to the existing TH-3(A) Subdistrict; 2) reduce setbacks required for utilities, transformers and covered stairwells for parking structures and 3) calculation of parking at minimum of one off-street parking space for every 400 square feet; 4) remove front yard designation on Dallas North Tollway; 5) a minimum front yard setback of 15 feet; 6) fencing in a required yard is permitted to exceed nine feet in height as shown on the development plan; and 7) generators and equipment less than eight feet in height need not be shown on the development plan.

CPC RECOMMENDATION: **Approval**, subject to a development plan and conditions.

STAFF RECOMMENDATION: **Approval**, subject to a development plan and conditions.

BACKGROUND INFORMATION:

- Planned Development District No. 193 was established by Ordinance No. 18580 on February 8, 1985.
- The ±1.27-acre request site is undeveloped and surrounded by retail and personal service uses to the east, single family uses to the west, office uses to the south and a general retail use to the north.
- The request for a Planned Development Subdistrict is to construct a 96,000 square foot office building with underground parking at a maximum height of 120 feet.
- The request site is immediately adjacent north of the Old Parkland Campus North and will be similar in density, scale, and streetscape.

Zoning History: There have been no recent zoning changes requested in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Maple Street	Community Collector	42 feet

Traffic:
The Engineering Division of the Department of Sustainable Development and Construction Department has reviewed the request and has no objections if a traffic impact analysis is submitted and complies with all requirements by the City's Traffic Engineers.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

In general, the applicant's request is consistent with the following goal and policy of the Comprehensive Plan.

URBAN DESIGN ELEMENT

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

Area Plan:

The Oak Lawn Special Purpose District and the Oak Lawn Plan include the following objectives:

(1) To achieve buildings more urban in form.

(2) To promote and protect an attractive street level pedestrian environment with continuous street frontage activities in retail areas.

(3) To encourage the placement of off-street parking underground or within buildings similar in appearance to non-parking buildings.

(4) To promote development appropriate to the character of nearby neighborhood uses by imposing standards sensitive to scale and adjacency issues.

(5) To use existing zoned development densities as a base from which to plan, while providing bonuses to encourage residential development in commercial areas.

(6) To discourage variances or zoning changes which would erode the quantity or quality of single-family neighborhoods, or would fail to adhere to the standards for multiple-family neighborhoods and commercial areas.

(7) To promote landscape/streetscape quality and appearance.

The proposed development will have design elements comparable to those of Old Parkland North. These elements are more urban in form by constructing the building closer to the street, ensuring that primary entrances are prominent and street-facing, allowing on-site surface parking to be behind the front yard setback and to the rear of the building as well as providing an underground parking garage. The development also proposes enhanced sidewalks and landscaping along Maple Avenue. The applicant is proposing underground parking and is compatible with the surrounding uses with respect to scale and adjacency.

While the applicant's request for a PDS for general retail uses meets objectives 1, 2, 3, 4, 6, 7; the remaining objectives are not applicable to the proposed development

because the use does not meet the entire statement of the objectives in the Oak Lawn Special Purpose District and the Oak Lawn Plan.

Surrounding Land Uses and Zoning:

Direction	Zoning	Land Use
Site	PD No. 193 (GR)	Vacant, undeveloped
North	PD No. 193 (GR),	Screened Receptacle
East	PD No. 193 (GR)	Retail & Personal Service
South	PD No. 193 (GR)	Office
West	PD No. 193 (TH-3)	Single Family & Dallas North Tollway

Land Use Compatibility:

The request site is 1.274 acres and is currently undeveloped. The proposed use is for a 96,000 square feet office building with a maximum height of 120 feet and an underground parking garage as depicted on the development plan. The property is immediately adjacent to office uses on the south. The area along both sides of Maple Street is generally developed with office/commercial/utility uses east of the site, with developed single family property east, towards the depressed lanes of the Dallas North Tollway and a screened outside receptacle to the north. The proposed use will be compatible with the surrounding development.

While the applicant is not requesting an increase in maximum height allowed in GR Subdistrict within PDD No. 193; the applicant is requesting relief from an additional front yard setback. The additional front yard setback requires that in addition to the 10-foot front yard setback, if adjacent to a TH-3 Subdistrict, the front yard must also provide for a setback equal to one-half of the portion of the building that exceeds 36 feet in height, up to a maximum total front yard setback of 50 feet. Due to the odd shape of the property, its adjacency to the Tollway and the proposed use, staff supports the relief of the front yard setback.

As the current zoning permits the office use by right, the applicant's request is to not only establish the above referenced front yard setback relief, but to establish an off-street parking ratio that is not only specific to the development but also comparable to the Old Parkland Campus North development to the south; reduce setbacks required for utilities, transformers and covered stairwells for parking structures; require a minimum front yard setback of 15 feet instead of the average of the block; allow fencing in a required yard to exceed nine feet in height as shown on the development plan; and allow generators and equipment less than eight feet in height not to be shown on the development plan as they are not considered as structures.

In summary, the proposed development is considered compatible with surrounding uses and consistent with the established character of the area. Staff supports the request subject to the attached recommended conditions and development plan.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	FAR	Primary Uses
	Front	Side/Rear					
Existing							
PDD No. 193, GR	10'	0'	N/A	120'	80%	2:1	General Retail
Proposed							
PDS (GR)	15 *	0'	N/A	120'	80%	2:1	General Retail

* For the purpose of this PDS, Dallas North Tollway is not considered a front yard.

Landscaping:
The landscape plan will meet the landscape requirements in accordance to Part 1 of PDD No. 193 except for the portion of the site that has frontage along the Dallas North Tollway. The applicant is requesting relief from this condition and is thereby requesting that the Dallas North Tollway not be considered a front yard. The language has been incorporated into the PDS conditions.

Off-Street Parking:
The off-street parking requirement for an office use with a development of this size is a minimum of 320 spaces with a parking ratio of 1:366. In an effort to maintain consistency with the off street parking ratio of the Old Parkland Campus North, the applicant is requesting a decrease in the number of off street parking to 240 spaces with a ratio of 1:400 with a minimum of 90 percent of the required parking must be located underground. Staff supports this reduction in parking because the site will be secured and only allow parking for approved staff. Therefore staff believes the request is reasonable in that it will not infringe significantly upon the adjacent land uses.

Old Parkland Hospital Campus
North Area
Ownership & Officers

Old Parkland Unit A, L.L.C.
3819 Maple Avenue
Dallas, Texas 75219
Manager = CH/OP Campus Services, Inc.

Old Parkland Unit K, L.L.C.
3819 Maple Avenue
Dallas, Texas 75219
Manager = CH/OP Campus Services, Inc.

CH/OP Campus Services, Inc.
3819 Maple Avenue
Dallas, Texas 75219

Officers:
Anne L. Raymond, Director, President
Cathy Golden, Vice President
M. Kevin Bryant, Vice President, Secretary
Jackie L. Close, Assistant Secretary

City Plan Commission Action:
March 16, 2017

Motion: It was moved to recommend **approval** of a Planned Development Subdistrict for GR General Retail Subdistrict uses, subject to a development plan and conditions on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, between Maple Avenue and the Dallas North Tollway, southeast of the intersection of Maple Avenue and the Dallas North Tollway

Maker: Rieves
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

Notices: Area: 500 Mailed: 75
Replies: For: 13 Against: 1

Speakers: None

Proposed PD conditions

Division S-___. PD Subdistrict ___.

SEC. S-___.___. LEGISLATIVE HISTORY.

PD Subdistrict ___ was established by Ordinance No. ___, passed by the Dallas City Council on ____.

SEC. S-___.102. PROPERTY LOCATION AND SIZE.

PD Subdistrict ___ is established on property located between Maple Avenue and the Dallas North Tollway, southeast of the intersection of Maple Avenue and Dallas North Tollway. The size of PD Subdistrict ___is 1.274 acres.

SEC. S-___.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51 and Part I of this article apply to this division. If there is a conflict, this division controls. If there is a conflict between Chapter 51 and Part I of this article, Part I of this article controls.

(b) In this division, SUBDISTRICT means a subdistrict of PD 193.

(c) Unless otherwise stated, all references to articles, divisions, or sections in this division are to articles, divisions, or sections in Chapter 51.

(d) This subdistrict is considered to be a nonresidential zoning district.

SEC. S-___.104. EXHIBIT.

The following exhibit is incorporated into this division: Exhibit S-___A: development plan.

SEC. S-___.105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ___). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. S-___.106. MAIN USES PERMITTED.

The only main uses permitted in this subdistrict are those main uses permitted in the GR General Retail Subdistrict, subject to the same conditions applicable in the GR

General Retail Subdistrict, as set out in Part I of this article. For example, a use permitted in the GR General Retail Subdistrict only by specific use permit (SUP) is permitted in this subdistrict only by SUP; a use subject to development impact review (DIR) in the GR General Retail Subdistrict is subject to DIR in this subdistrict; etc.

SEC. S-___.107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51P-193.108. For more information regarding accessory uses, consult Section 51P-193.108.

SEC. S-___.108. YARD, LOT, AND SPACE REGULATIONS.

(a) Except as provided, the yard, lot, and space regulations for the GR General Retail Subdistrict apply.

(b) Dallas North Tollway is not considered a front yard.

(c) No additional setback is required for portions of a building above 36 feet.

(d) No setback is required for covered stairwells for parking structures.

(e) No setback is required for utilities and transformers.

(f) A minimum front yard setback of 15 feet.

SEC. S-___.109. OFF-STREET PARKING AND LOADING.

(a) Except as provided, consult Part I of this article for the specific off-street parking and loading requirements for each use.

(b) For an office use, a minimum of one off-street parking space for every 400 square feet is required.

(c) A minimum of 90 percent of the required parking must be located underground.

SEC. S-___.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. S-___.111. LANDSCAPING.

(a) Landscaping must comply with Part I.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. S-___.112. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.

SEC. S-___.113. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

(c) Development and use of the Property must comply with Part I of this article.

(d) Fencing in a required yard is permitted to exceed nine feet in height as shown on the development plan.

(e) Generators and equipment less than eight feet in height need not shown on the development plan.

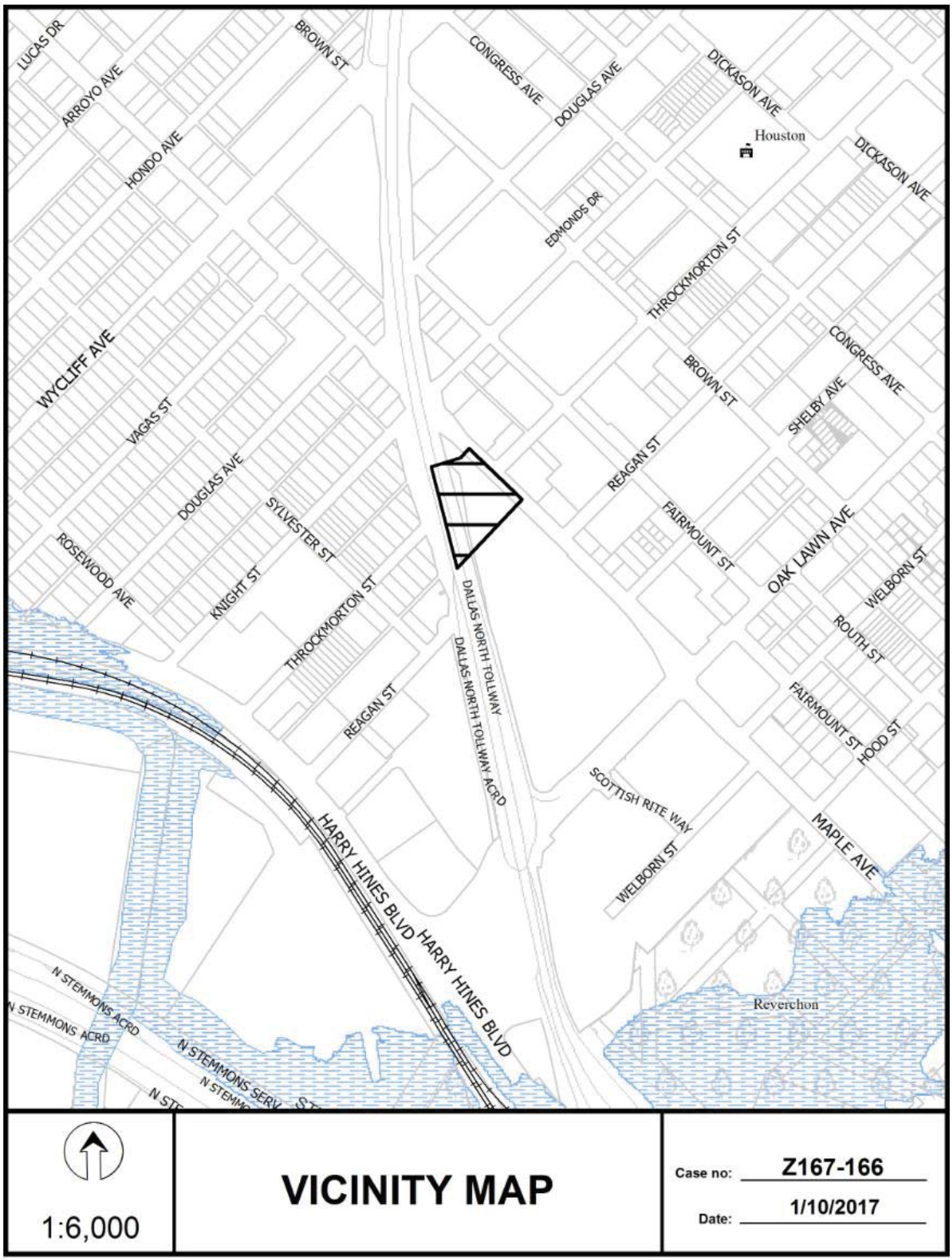
SEC. S-___.114. COMPLIANCE WITH CONDITIONS.

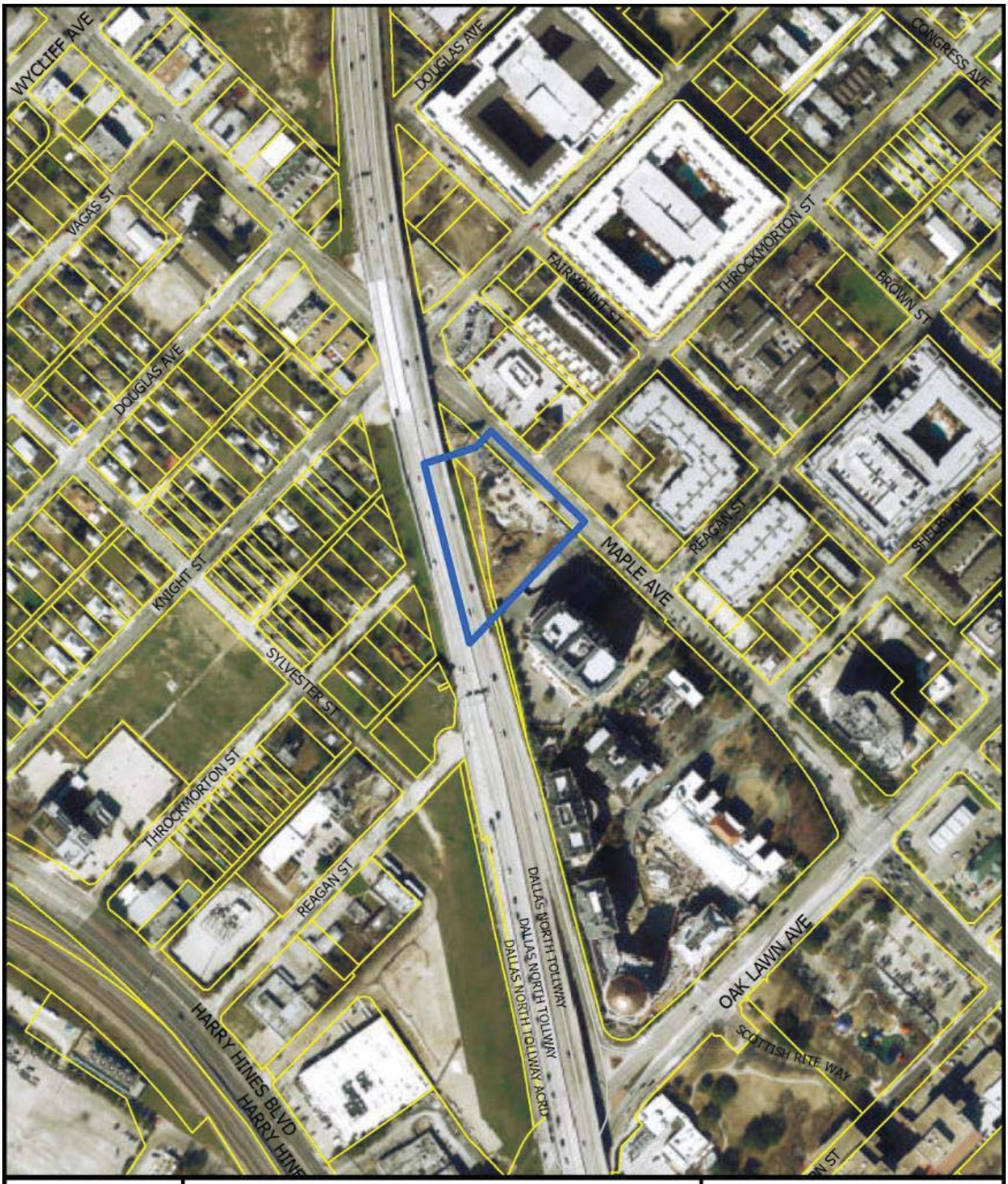
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this subdistrict until there has been full compliance with this division, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

Proposed Development Plan




LUCAS DR
ARROYO AVE
HONDO AVE
BROWN ST
CONGRESS AVE
DOUGLAS AVE
DICKASON AVE
Houston
DICKASON AVE
EDMONDS DR
THROCKMORTON ST
CONGRESS AVE
BROWN ST
SHELBY AVE
WYCLIFF AVE
VAGAS ST
DOUGLAS AVE
REAGAN ST
SYLVESTER ST
ROSEWOOD AVE
KNIGHT ST
THROCKMORTON ST
FAIRMOUNT ST
OAK LAWN AVE
WELBORN ST
ROUTH ST
DALLAS NORTH TOLLWAY
DALLAS NORTH TOLLWAY ACRD
REAGAN ST
FAIRMOUNT ST
HOOD ST
SCOTTISH RITE WAY
MAPLE AVE
WELBORN ST
HARRY HINES BLVD
HARRY HINES BLVD
N STEMMONS ACRD
N STEMMONS ACRD
N STEMMONS SERV
Reverchon
1:6,000
VICINITY MAP
Case no: Z167-166
Date: 1/10/2017

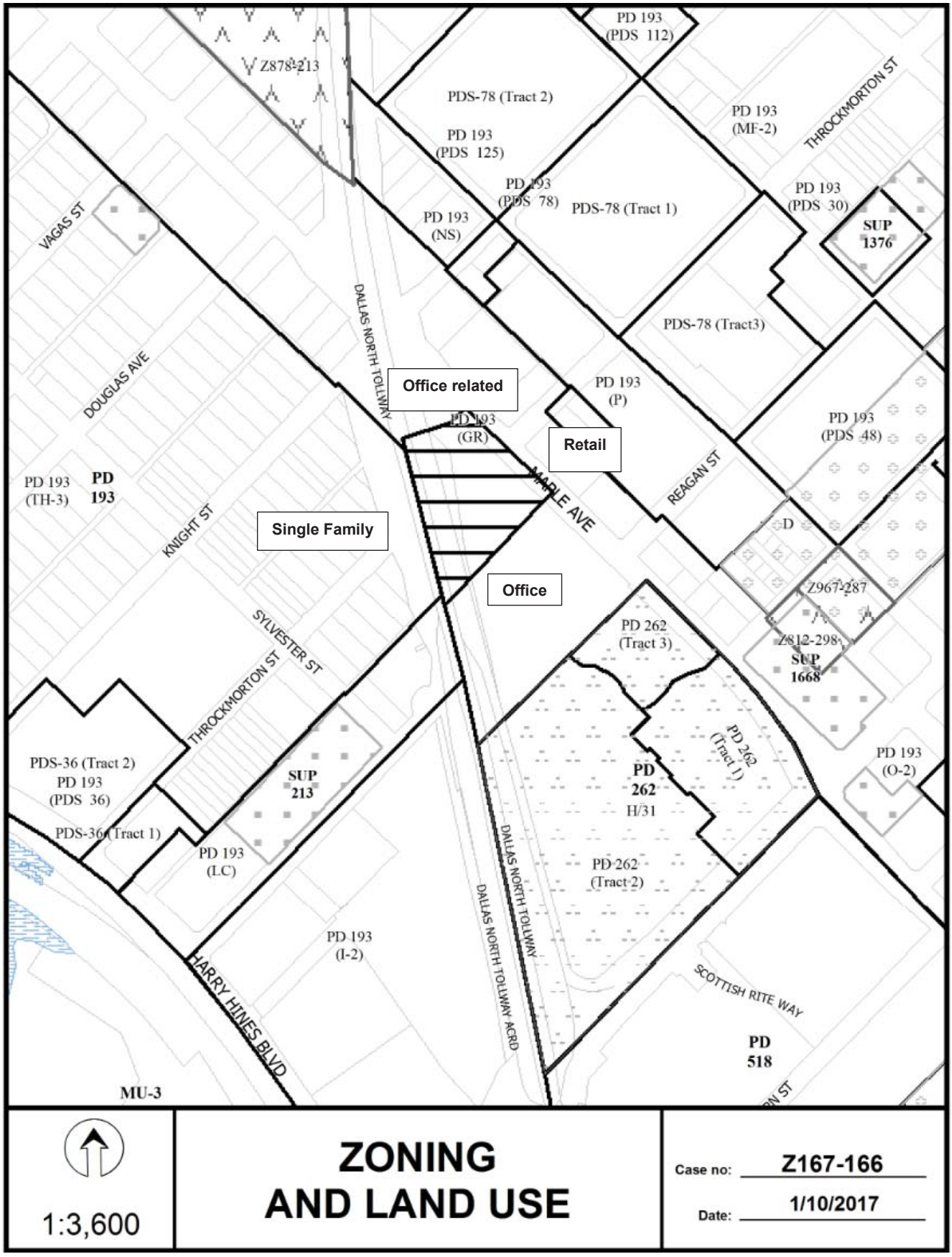


1:3,600

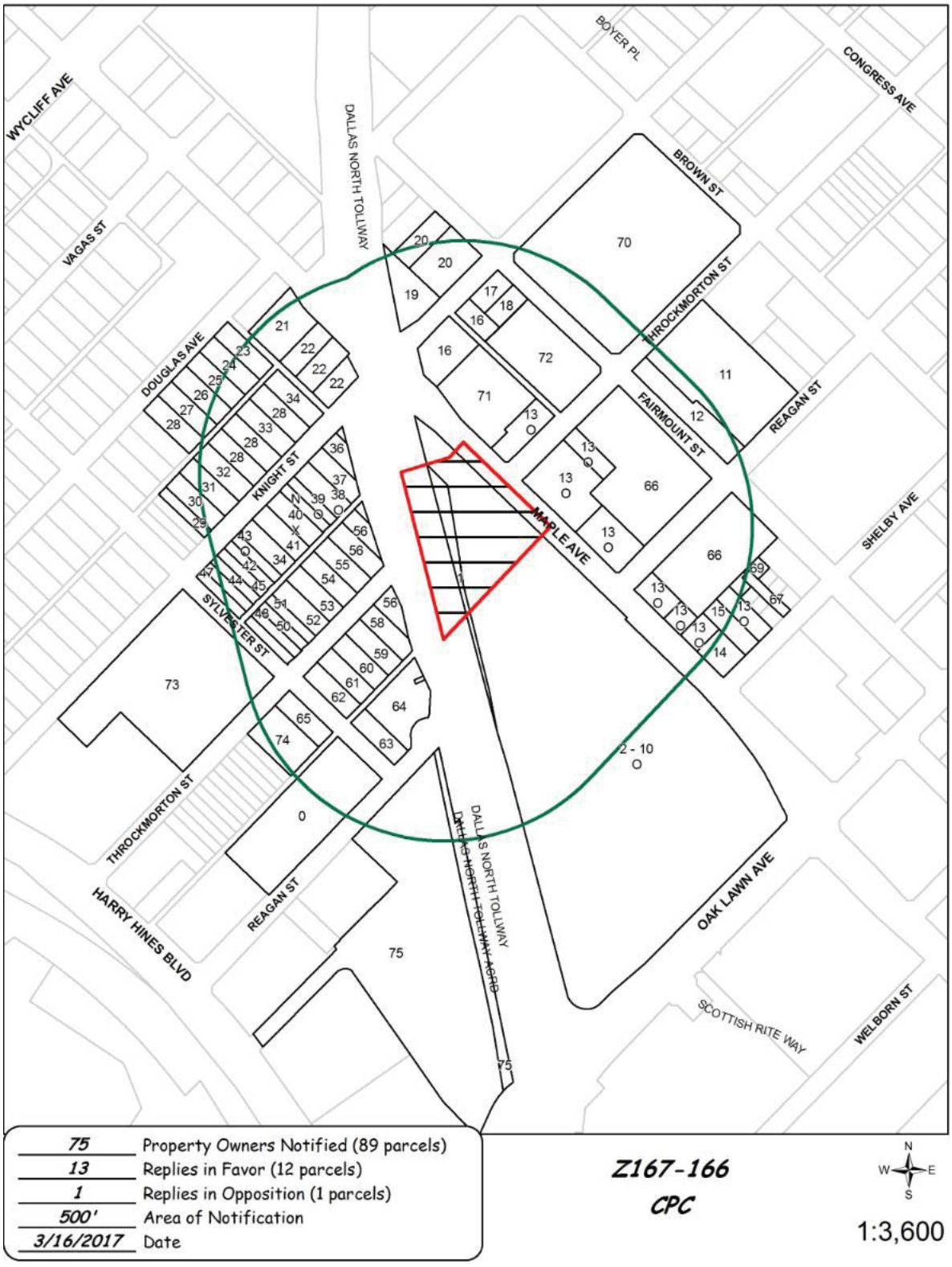
AERIAL MAP

Case no: Z167-166

Date: 1/10/2017


Z878-213
PD 193 (PDS 112)
PDS-78 (Tract 2)
PD 193 (PDS 125)
PD 193 (MF-2)
THROCKMORTON ST
PD 193 (PDS 78)
PDS-78 (Tract 1)
PD 193 (PDS 30)
SUP 1376
PD 193 (NS)
VAGAS ST
DALLAS NORTH TOLLWAY
PDS-78 (Tract3)
Office related
PD 193 (P)
DOUGLAS AVE
PD 193 (GR)
Retail
PD 193 (PDS 48)
PD 193 (TH-3)
PD 193
KNIGHT ST
Single Family
MAPLE AVE
REAGAN ST
D
Office
Z967-287
SYLVESTER ST
PD 262 (Tract 3)
Z812-298
SUP 1668
THROCKMORTON ST
PDS-36 (Tract 2)
PD 193 (PDS 36)
SUP 213
PD 262 (Tract 1)
PD 193 (O-2)
PD 262
H/31
PDS-36 (Tract 1)
PD 193 (LC)
PD 262 (Tract 2)
DALLAS NORTH TOLLWAY
DALLAS NORTH TOLLWAY ACRD
PD 193 (I-2)
SCOTTISH RITE WAY
HARRY HINES BLVD
PD 518
MU-3
1:3,600
ZONING AND LAND USE
Case no: Z167-166
Date: 1/10/2017

CPC Responses



03/15/2017

Reply List of Property Owners

Z167-166

75 Property Owners Notified ***13 Property Owners in Favor*** ***1 Property Owners Opposed***

Reply	*Label #*	*Address*		*Owner*
	1	3819	MAPLE AVE	OLD PARKLAND UNIT K LLC
O	2	3819	MAPLE AVE	OLD PARKLAND UNIT A LLC
O	3	3949	OAK LAWN AVE	OLD PARKLAND UNIT B LLC
O	4	3953	MAPLE AVE	OLD PARKLAND UNIT C LLC
O	5	3963	MAPLE AVE	OLD PARKLAND UNIT D LLC
O	6	4001	MAPLE AVE	TRT OLD PARKLAND LLC
O	7	2215	OAK LAWN AVE	OLD PARKLAND UNIT F LLC
O	8	2215	OAK LAWN AVE	OLD PARKLAND UNIT G LLC
O	9	2215	OAK LAWN AVE	OLD PARKLAND UNIT H LLC
O	10	3819	MAPLE AVE	OLD PARKLAND UNIT K LLC
	11	2612	THROCKMORTON ST	VILLAGE SQUARE APARTMENTS LLC
	12	4014	FAIRMOUNT ST	VILLAGE SQUARE APARTMENTS LLC
O	13	4024	MAPLE AVE	SOUTH TOLLWAY 3920 LP
	14	3902	MAPLE AVE	PAPPAS JASON &
	15	2507	SHELBY AVE	PAPPAS HARRIS PROPERTIES LLC
	16	4122	MAPLE AVE	4122 MAPLE LLC
	17	4125	FAIRMOUNT ST	WALIZADA MOHAMMAD S &
	18	4121	FAIRMOUNT ST	PENFOLD CRAIG PPTIES INC
	19	2507	KNIGHT ST	CHERTKOEV GOCHA
	20	4201	FAIRMOUNT ST	FAIRKNIGHT PARTNERS LTD
	21	4215	MAPLE AVE	DALLAS COMMUNITY CENTER
	22	4211	MAPLE AVE	ALZATE ALDEMAR
	23	2438	DOUGLAS AVE	MARTINEZ CONSEPCION &
	24	2432	DOUGLAS AVE	GARZA CHRISTOPHER
	25	2430	DOUGLAS AVE	MEDRANO PROPERTIES LTD
	26	2426	DOUGLAS AVE	VASQUEZ MIKE R

03/15/2017

Reply	*Label #*	*Address*		*Owner*
	27	2422	DOUGLAS AVE	GARCIA EDGARDO
	28	2418	DOUGLAS AVE	MEDRANO PROPERTIES LTD
	29	2407	KNIGHT ST	VILLAVERDE ROBERTA L
	30	2411	KNIGHT ST	RIZOS NICK S
	31	2415	KNIGHT ST	MUNOZ OSCAR &
	32	2417	KNIGHT ST	WYCLIFF INVESTMENTS LLC
	33	2429	KNIGHT ST	MEDRANO RICARDO & JANIE
	34	2437	KNIGHT ST	MCCLAIN CAROLYN
	35	2440	KNIGHT ST	MATISE HOYT R
	36	2438	KNIGHT ST	GARCIA PATRICIA ANN
	37	2434	KNIGHT ST	SOSA FERNANDO & DORA H
O	38	2428	KNIGHT ST	JOHNSON MICHAEL B
O	39	2426	KNIGHT ST	FINLEY LEWIS W
X	40	2422	KNIGHT ST	LERMA SANDRA E
	41	2416	KNIGHT ST	ALEMAN PEDRO B
	42	2408	KNIGHT ST	CHEN CHARLIE
O	43	2410	KNIGHT ST	LANGE STEVEN
	44	2404	KNIGHT ST	DUPREE JANET LEE
	45	2406	KNIGHT ST	MASTERSON CATHERENE MARLENE
	46	2400	KNIGHT ST	HARPER JOHN R
	47	2402	KNIGHT ST	HENLEY BRET L
	48	2403	THROCKMORTON ST	VOORHEES WYNNE J
	49	2401	THROCKMORTON ST	BOECK CHRISTOPHER M
	50	2407	THROCKMORTON ST	BASINGER GREGORY L
	51	2405	THROCKMORTON ST	NAEEM USMAN SYAL
	52	2411	THROCKMORTON ST	GARAY JOHN D
	53	2415	THROCKMORTON ST	RODRIGUEZ LUIS M
	54	2419	THROCKMORTON ST	WYCLIFF INVESTMENTS LLC
	55	2423	THROCKMORTON ST	PALETTI SONIA L &
	56	2427	THROCKMORTON ST	GARRISON RICHARD T
	57	2431	THROCKMORTON ST	SOLTES KAYLEE ET AL

03/15/2017

Reply	*Label #*	*Address*		*Owner*
	58	2418	THROCKMORTON ST	HERNANDEZ JOEL
	59	2414	THROCKMORTON ST	RAMOS CLEMENTINA M
	60	2410	THROCKMORTON ST	MANZANARES MARY L
	61	2406	THROCKMORTON ST	PINEDA JOSEPHINE EST OF
	62	2402	THROCKMORTON ST	BALLAS BARRY BULL INC
	63	2359	REAGAN ST	PRESCOTT INTERESTS LC
	64	2363	REAGAN ST	PRESCOTT INTERESTS LTD
	65	2350	THROCKMORTON ST	LEE ANNIE D
	66	2525	REAGAN ST	IMT CAPITAL SEVILLE LP
	67	2517	SHELBY AVE	SHELBY TOWNHOMES OWN ASSO
	68	2517	SHELBY AVE	GARZA LORI A
	69	2519	SHELBY AVE	PATEL NIMIT
	70	4110	FAIRMOUNT ST	BEHRINGER HARVARD FAIRMOUNT
	71	4114	MAPLE AVE	ASHMORE RETAIL PROPERTIES INC
	72	4111	FAIRMOUNT ST	BEHRINGER HARVARD FAIRMOUNT
	73	4100	HARRY HINES BLVD	4100 HARRY HINES PTNRS LP
	74	2344	THROCKMORTON ST	LEWIS JACK V &
	75	2338	REAGAN ST	NORTH TEXAS TOLLWAY

AGENDA ITEM # 47

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 46 R

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an R-5(A) Single Family Subdistrict on property zoned an NC Neighborhood Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the northwest line of Frank Street, southwest of Foreman Street
Recommendation of Staff and CPC: Approval
Z167-178(JM)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER: Z167-178(JM) **DATE FILED:** January 9, 2017

LOCATION: On the northwest line of Frank Street, southwest of Foreman Street.

COUNCIL DISTRICT: 7 **MAPSCO:** 46-R

SIZE OF REQUEST: 8,125 square feet **CENSUS TRACT:** 27.01

REPRESENTATIVE: Diane Ragsdale (Applicant)

OWNER: South Dallas/Fairpark Innercity Community Development Corporation

REQUEST: An application for an R-5(A) Single Family Subdistrict on property zoned an NC Neighborhood Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District.

SUMMARY: The purpose of this request is to allow a single family residence.

CPC RECOMMENDATION: **Approval**

STAFF RECOMMENDATION: **Approval**

BACKGROUND INFORMATION:

- The site is currently undeveloped. Current zoning of NC Neighborhood Commercial Subdistrict within PD No. 595 does not allow for residential development.

- The request is made for the site to be developed with a single-family home. While the subject lot is eligible for zoning to an R-7.5(A) Subdistrict (meets the lot size minimum), the surrounding properties along Frank Street are zoned an R-5(A) Subdistrict. In an effort to promote zoning consistency and similar development rights, the request is made to continue the pattern of zoning by making this lot an R-5(A) Single Family Subdistrict.

Zoning History:

1. **Z167-150:** On February 16, 2017, the City Plan Commission recommended approval of an application for an R-3.8(A) Single Family Subdistrict on property zoned an NC Neighborhood Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the northwest line of Frank Street, northeast of Foreman Street. *(Scheduled for Council on April 12, 2017)*

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Frank Street	Local	Variable (30'-45')

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The comprehensive plan does not make a specific land use recommendation related to the request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.2 Focus on Southern Sector development opportunities.

GOAL 1.3 PROVIDE EQUITABLE OPPORTUNITIES FOR DALLAS RESIDENTS

Policy 1.3.1 Create housing opportunities throughout Dallas. The City must ensure affordable, quality rental housing and investments in multifamily housing. Using creative financing options will help create higher standards of living for all Dallas residents.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.3 Support efforts to grow retail and residential opportunities in the Southern Sector.

NEIGHBORHOOD PLUS

Policy 3.2 Develop programs and partnerships to return blighted properties to productive uses.

Policy 3.3 Dispose of City-owned and land bank properties more strategically and efficiently.

Policy 4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation and safety

Land Use Compatibility:

The subject site is currently zoned an NC Neighborhood Commercial Subdistrict. This Subdistrict is characterized by small institutional and community service, office, and retail and personal service uses primarily serving nearby residential areas. The scale, intensity, and design of structures is similar to surrounding residential areas so as to minimize the impact on surrounding neighborhoods.

The proposed zoning district will reduce allowable uses significantly, primarily allowing a single-family residential dwelling unit. While there are several vacant lots in the area and located directly on Frank Street, this property was previously held by the City Land Bank and is being developed to provide a low-to-moderate income family a housing opportunity.

Surrounding land uses include primarily undeveloped properties in direct vicinity, with single family uses in the general area. The NC Neighborhood Commercial properties in the vicinity are largely undeveloped.

Area	Zoning	Land Use
Site	PD No. 595 (NC) Neighborhood Commercial	Undeveloped
Northwest	PD No. 595 (R-5(A)) Single Family & (NC) Neighborhood Commercial	Single Family & Undeveloped
Northeast	PD No. 595 (NC) Neighborhood Commercial	Undeveloped
Southeast	PD No. 595 (NC) Neighborhood Commercial	Undeveloped
Southwest	PD No. 595 (R-5(A)) Single Family & (NC) Neighborhood Commercial	Undeveloped

Development Standards:

District	Setbacks		Height	Lot Coverage	FAR	Stories	Primary Uses
	Front	Side/Rear					
Existing: PD No. 595, NC Neighborhood Commercial	0' to 15' w/ landscape	0' to 5' Or 15' w/ residential	30', RPS	40%	no dwelling allowed	2	Institutional and community service, recreation, office, a few retail and personal service, and utility and public service uses.
Proposed: PD No. 595, R-5(A) Single Family Residential	20'	5' for single-family 10' all others	30'	45% residential 25% all others	no dwelling max	No Provision	Residential, institutional, recreation, and utility and public service uses.

The development standards affected by the proposed zone change include a required 20' front yard, required side and rear yards, slightly higher lot coverage of 45% for single family uses, and the main change of primarily allowing single family uses.

Parking:

Parking will be provided according to the Dallas Development Code.

Landscaping:

Landscaping will be provided per Article X, as amended.

CPC Action:
March 16, 2017

Motion: It was moved to recommend **approval** of an R-5(A) Single Family Subdistrict on property zoned an NC Neighborhood Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the northwest line of Frank Street, southwest of Foreman Street.

Maker: Rieves
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

Notices: Area: 200 Mailed: 29
Replies: For: 1 Against: 1

Speakers: None

List of Officers/Partners

ICDC

South Dallas/Fair Park Innercity Community Development Corporation
2016 ICDC Board of Directors

President - Lewis Rhone Sr., Neighborhood Leader
CEO Lewis Rhone & Assocs.
2235 Lawrence St., Dallas, TX 75215
(214) 426-4436 Hm
(214) 797-3552 Cell
Email: lewisrhodot@msn.com

Vice-President - Thomas Muhammad,
(Retired) Human Services City of Dallas
305 West Willow Creek Dr., Glenn Heights, TX 75154
(972) 217-1950 Hm
(214) 460-7672. Cell
Email: tmuhammad2003@yahoo.com

Secretary - Wanda Huckaby, TEA Consultant
(Retired) Dallas-ISD Administrator
5147 Clover Haven, Dallas, TX 75227
(214) 275-9106 Hm
(214) 794-0136 Cell
Email: whuckaby@sbcglobal.net

Treasurer - Joan Smotzer, Business Manager
(Retired) (Sullivan Perkins)
3310 Fairmount St. #8F, Dallas, TX 75201
(214) 521-1918 Hm
(214) 642-4480) Cell
Email: smotzerjoan6@gmail.com

Assistant Treasurer - Eugene Bynum,
(Retired) Real Estate Banker) JPMorgan/Chase Bank
3604 Sandia Dr., Plano, TX 75023
(972) 867-5623 Hm
(214) 395-0468 Cell
(214) 915-9931 Wk
Email: ewb719@yahoo.com

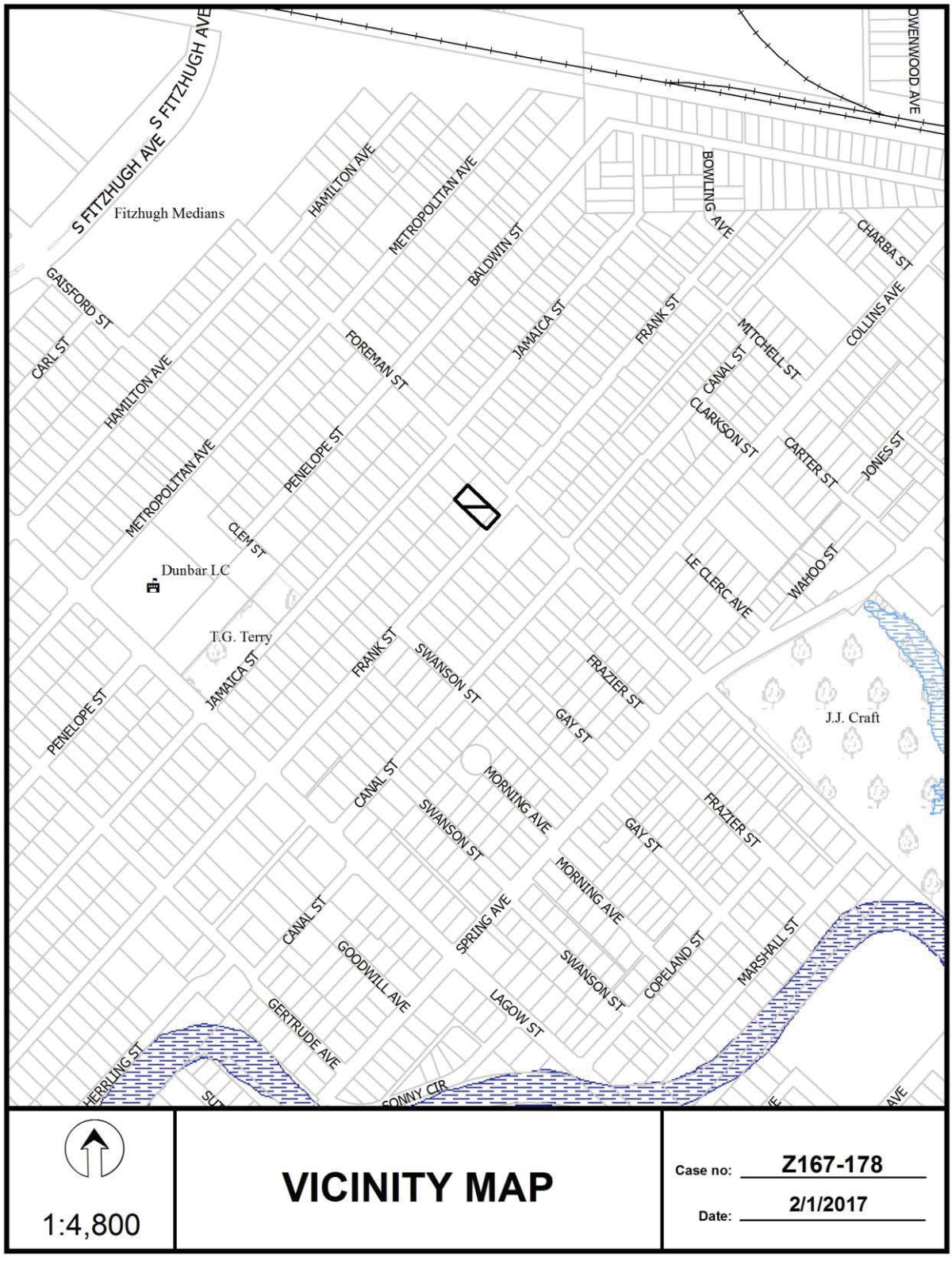
Robert Foster, Neighborhood Leader
Security Senior Facility
2806 Tanner St., Dallas, TX 75215
(214)421-7119 Hm
(214)663-1553 Cell
Email: foster.robertlee@gmail.com

Asst. Secretary – Dr. Teresa L. Jackson, Neighborhood Leader
Doctor of Psychology
4250 Carl St., Dallas, TX 75210
(214) 766-0874 Cell
Email: tljackson901@sbcglobal.net

Scott Pierce, Neighborhood Leader
Sales Consultant
3803 Carl St., Dallas, TX 75210
214-650-6209 Cell
Dallas, TX 75210
Email: fscottpierce@yahoo.com

Dr. Verdell Marsh,
(Retired) Veterans Administration Hospital
4101 Wynford Dr.
Garland, TX 75043
972-897-1995 Cell
972-240-1104 Hm
Email: Vmarsh7@earthlink.net

Ex-Officio Diane Ragsdale, Managing Director (ICDC)
3611 Dunbar St., Dallas, TX 75215
(214) 428-6143 Hm
(214) 264-3061 Cell
(214) 915-9904 Wk
Email: dragsdale@icdc.biz



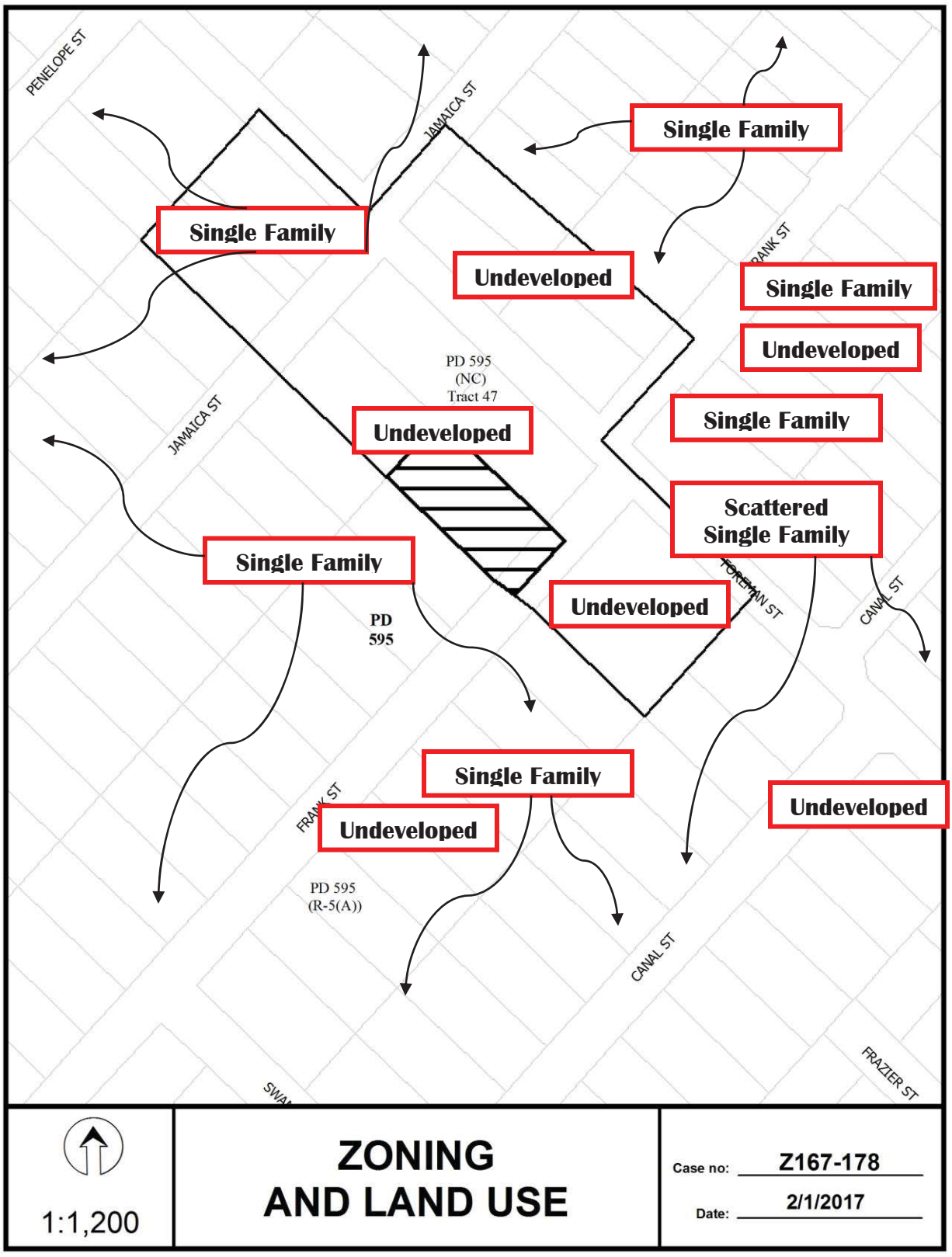
1:4,800

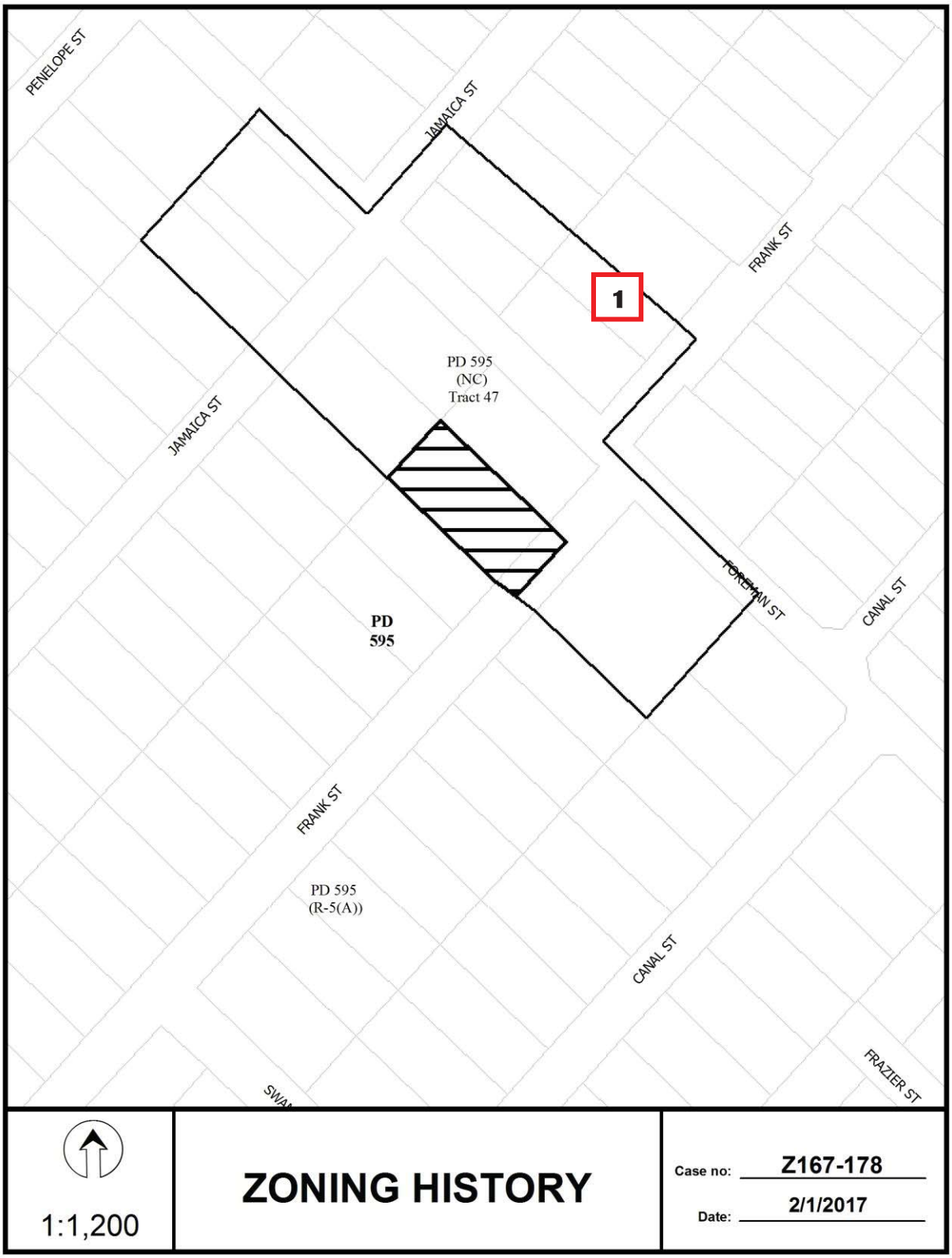
VICINITY MAP

Case no: Z167-178

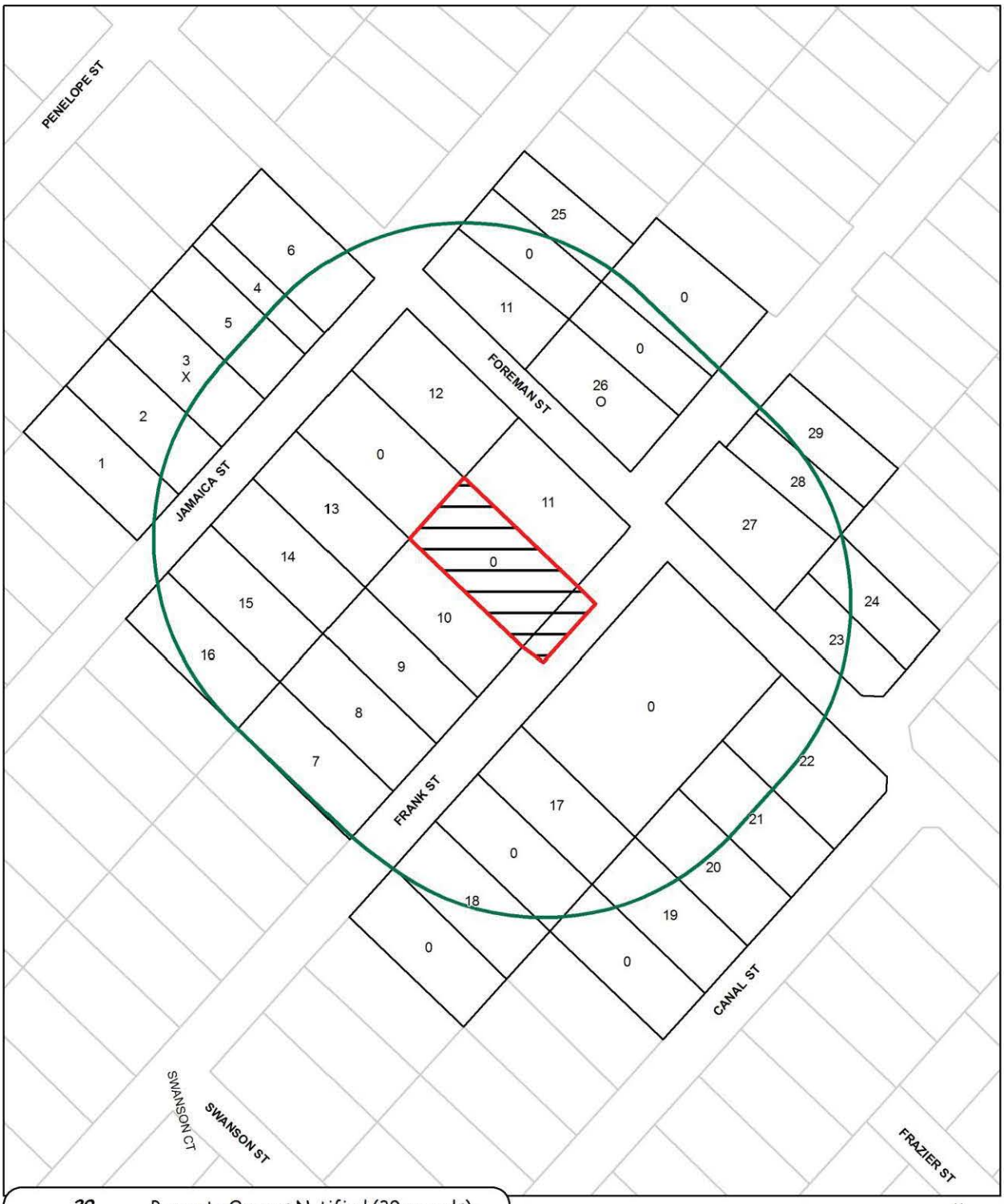
Date: 2/1/2017


PENELOPE ST
JAMAICA ST
JAMAICA ST
FRANK ST
FOREMAN ST
CANAL ST
FRANK ST
CANAL ST
FRAZIER ST
1:1,200
AERIAL MAP
Case no: Z167-178
Date: 2/1/2017


PENELOPE ST
JAMAICA ST
Single Family
Single Family
Undeveloped
FRANK ST
Single Family
Undeveloped
PD 595
(NC)
Tract 47
JAMAICA ST
Undeveloped
Single Family
Scattered
Single Family
Single Family
FOREMAN ST
CANAL ST
PD
595
Undeveloped
Single Family
FRANK ST
Undeveloped
Undeveloped
PD 595
(R-5(A))
CANAL ST
FRAZIER ST
1:1,200
ZONING
AND LAND USE
Case no: Z167-178
Date: 2/1/2017


PENELOPE ST
JAMAICA ST
FRANK ST
1
PD 595
(NC)
Tract 47
JAMAICA ST
FOREMAN ST
CANAL ST
PD
595
FRANK ST
PD 595
(R-5(A))
CANAL ST
FRAZIER ST
1:1,200
ZONING HISTORY
Case no: Z167-178
Date: 2/1/2017

CPC Responses



29	Property Owners Notified (39 parcels)
1	Replies in Favor (1 parcels)
1	Replies in Opposition (1 parcels)
200'	Area of Notification
3/16/2017	Date

Z167-178
CPC

N
W E
S

1:1,200

03/15/2017

Reply List of Property Owners

Z167-178

29 Property Owners Notified ***1 Property Owners in Favor*** ***1 Property Owners Opposed***

Reply	*Label #*	*Address*	*Owner*
	1	4335 JAMAICA ST	WILLIAMS GLENDA
	2	4339 JAMAICA ST	JONES W C
X	3	4343 JAMAICA ST	BELL JAMES
	4	4349 JAMAICA ST	CHANDLER W H
	5	4345 JAMAICA ST	JOHNSON ELWIN R
	6	4351 JAMAICA ST	MARTINEZ MARGARITA H
	7	4329 FRANK ST	JONES BLANCHARD L
	8	4335 FRANK ST	PEREZ MAYRA &
	9	4339 FRANK ST	RAYFORD AMY
	10	4343 FRANK ST	PATEL PARBHU RAMA
	11	4351 FRANK ST	DANIELS JEANNE
	12	4352 JAMAICA ST	BERRY RODNEY
	13	4342 JAMAICA ST	FULLER BURNELL
	14	4338 JAMAICA ST	NEXT VISION REALTY LLC
	15	4334 JAMAICA ST	ANGEL RENE DEL &
	16	4328 JAMAICA ST	JONES C W
	17	4328 FRANK ST	WUKAYE TEMESGEN
	18	4318 FRANK ST	KING JIMMY LEE
	19	4329 CANAL ST	ISAAC CHARLES ETAL
	20	4333 CANAL ST	WALLACE JUDITH &
	21	4337 CANAL ST	HALL & DAVIDSON CHAPEL
	22	4343 CANAL ST	TRI CAPITAL EQUITIES LLC
	23	4403 CANAL ST	LEWIS SAMMY FRANK
	24	4407 CANAL ST	HUDGENS LEROY SR
	25	4410 JAMAICA ST	CLEVELAND WILLIE & ANNIE
O	26	2510 FOREMAN ST	JUNIOR CHARLES E

03/15/2017

Reply	*Label #*	*Address*	*Owner*
	27	4402 FRANK ST	JACKSON TROY
	28	4404 FRANK ST	HARRIS SAM ESTATE
	29	4410 FRANK ST	MARYMAN DARLENE

AGENDA ITEM # 48

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 38 F

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a restaurant without drive-in service on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the southeast corner of Garland Road and Moran Drive

Recommendation of Staff and CPC: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Z167-183(JM)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER:	Z167-183(JM)	**DATE FILED:**	January 17, 2017
LOCATION:	On the southeast corner of Garland Road and Moran Drive.		
COUNCIL DISTRICT:	9	**MAPSCO:**	38-F
SIZE OF REQUEST:	± 0.453 acres	**CENSUS TRACT:**	82.00

APPLICANT/OWNER: Benin Zeqiri

REPRESENTATIVE: Robert W. Van Dyk

REQUEST: An application for a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a restaurant without drive-in service on property zoned a CR-D Community Retail District with a D Liquor Control Overlay.

SUMMARY: The purpose of this request is to allow for the sale of alcohol for on-premise consumption in conjunction with a restaurant without drive-in service (Benny's Classic Grill).

CPC RECOMMENDATION: **Approval** of a D-1 Liquor Control Overlay; and **approval** of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: **Approval** of a D-1 Liquor Control Overlay; and **approval** of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The request site is currently operating as a restaurant without drive-in or drive-through service.

- Dallas County Appraisal District records indicate that the existing 2,144 sq. ft. structure was built in 1965. The current owner was issued a Certificate of Occupancy in January 2012 for a restaurant with drive-in or drive-through service, although it does not operate a drive-through. An updated Certificate of Occupancy will be required.

- The applicant would like to sell alcohol in conjunction with a restaurant without drive-in or drive-through service.

Zoning History:

There have been no recent zoning cases within close proximity of the subject site within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Garland Road	Principal Arterial	100 ft.
Moran Drive	Local	50 ft.

Land Use:

Area	Zoning	Land Use
Site	CR-D	Restaurant w/ drive-through service (per CO)
NW & NE	CR	Car wash, personal service, automotive repair
East	CR-D	Personal service
SE & SW	R-7.5(A)	Single Family
West	CR-D	Retail

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

URBAN DESIGN

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

ECONOMIC ELEMENT

GOAL 2.4 CREATE AND MAINTAIN AN ENVIRONMENT FRIENDLY TO BUSINESSES AND ENTREPRENEURS

Policy 2.4.2 Restore Dallas as the premier city for conducting business within the region.

The proposed use complements the characteristics of the Garland Road corridor which is a mix of uses such as retail, personal service uses and office uses.

STAFF ANALYSIS

Land Use Compatibility:

The subject site and nearby properties facing Garland Road are within a CR Community Retail District and a CS Commercial Service District (northeast). The CR Community Retail District serves to provide for the development of community-serving retail, personal service, and office uses at a scale and intensity compatible with residential communities. A single family neighborhood exists to the southeast, abutting the subject site at the rear property line. Furthermore, a D-Liquor Control Overlay exists along the east side of Garland Road, including the subject site, seemingly to perform as a barrier to residential uses. The separation of zoning reiterates this measure by allowing only CR Community Retail District zoning abutting the residential neighborhood to the southeast.

The area is fully developed with retail and personal service, automotive repair, restaurant, and single family uses. A church is located further down across Garland Road to the northwest. An Alcohol Measurement Plat (attached) revealed that the site meets the 300-foot door-to-door distance requirement for all existing protected uses.

The CR Community Retail District allows a restaurant to serve alcohol. The D-Liquor Control Overlay prohibits the sale of alcoholic beverages or setups for alcoholic beverages for consumption on or off the premises. The applicant has requested a D-1 Liquor Control Overlay, which allows the sale of alcoholic beverages or setups for alcoholic beverages for consumption on or off the premises if the sale or service is part

of the operation of a use for which a specific use permit has been granted by the city council.

While the request site is adjacent to single family uses, the entire block face on Garland Road is zoned for commercial uses. The existing use has operated as a restaurant on the subject site for approximately five years with adjacency to the residential area. The SUP has conditions to mitigate any potential negative impacts. These include only allowing the permitted use, a restaurant without drive-in or drive-through service, and ensuring compliance with the proposed site plan. The existing Certificate of Occupancy (CO) is for a restaurant with drive-in or drive-through service. The CO will have to be updated when they apply to serve alcoholic beverages, if the SUP request is approved. The use seems consistent with surrounding land uses and will add a new service to the area. Staff is recommending a two-year time period with the possibility of automatic renewals for additional five-year periods.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards.

Development Standards:

District	Setbacks		Density/ FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
CR Community retail	15’	20’ adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54’ 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office

Traffic:

The Engineering Division of the Sustainable Development and Construction Department reviewed the proposed zoning and determined it will not have a negative impact on the existing street system.

Parking:

The Dallas Development Code requires one parking space for each 100 square feet of a restaurant without drive-in or drive-through service use. The existing restaurant has approximately 2,144 square feet of floor area; therefore, 21 parking spaces are required. According to the submitted site plan, 25 parking spaces are provided for the restaurant use. This includes two handicapped, van-accessible spaces.

Landscaping:

Landscaping will be provided per Article X, as amended.

CPC Action:
March 16, 2017

Motion: It was moved to recommend **approval** of a D-1 Liquor Control Overlay; and **approval** of a Specific Use Permit for the sale of alcoholic beverages in conjunction with a restaurant without drive-in service for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the southeast corner of Garland Road and Moran Drive.

Maker: Rieves
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

Notices: Area: 200 Mailed: 27
Replies: For: 4 Against: 1

Speakers: For: None

CPC RECOMMENDED
SUP CONDITIONS
Z167-183(JM)

1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a restaurant without drive-in or drive-through service.

2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

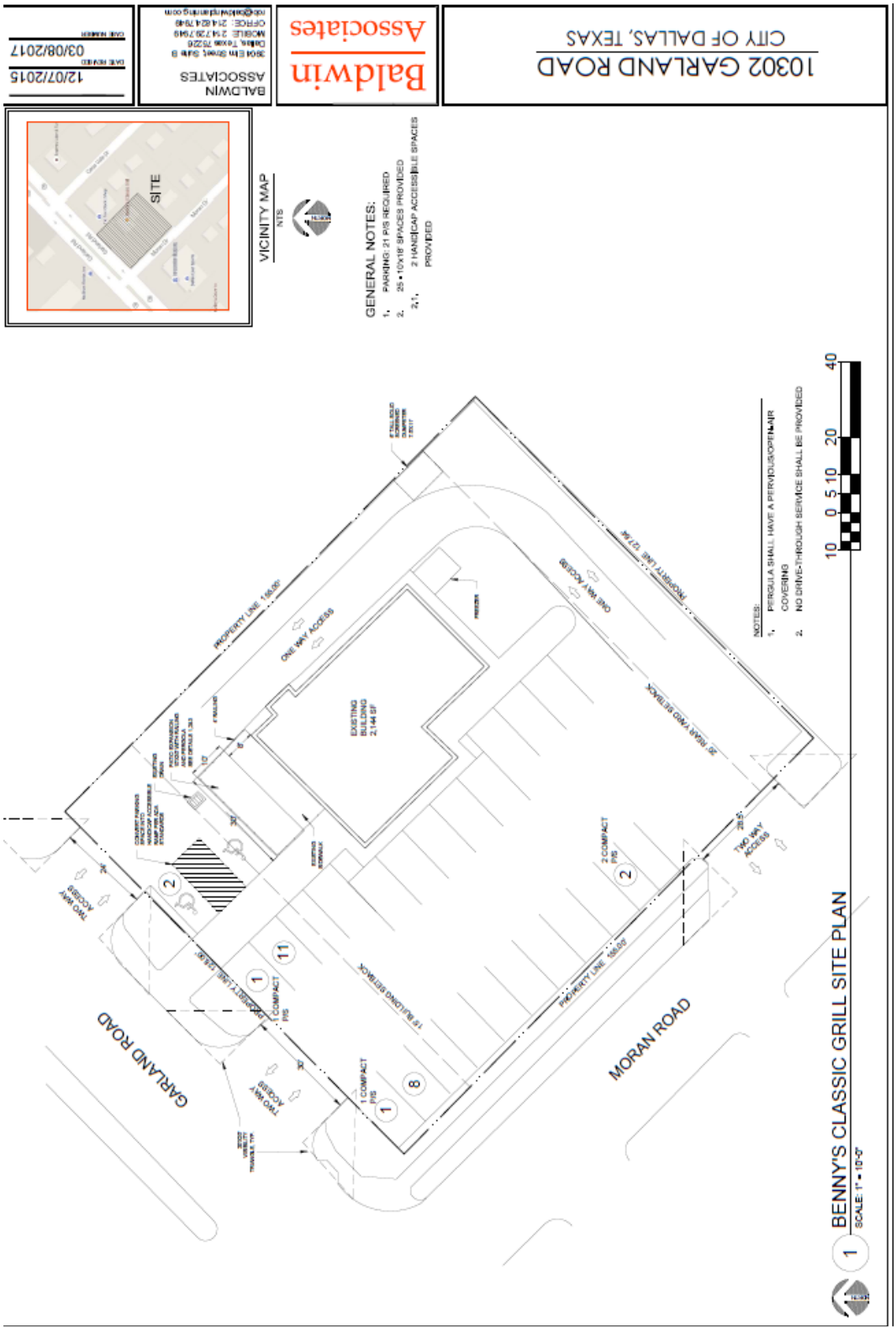
3. TIME LIMIT: This specific use permit expires on (two years)_____, but is eligible for automatic renewal for additional five-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)

4. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended. Plant materials must be maintained in a healthy, growing condition.

5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

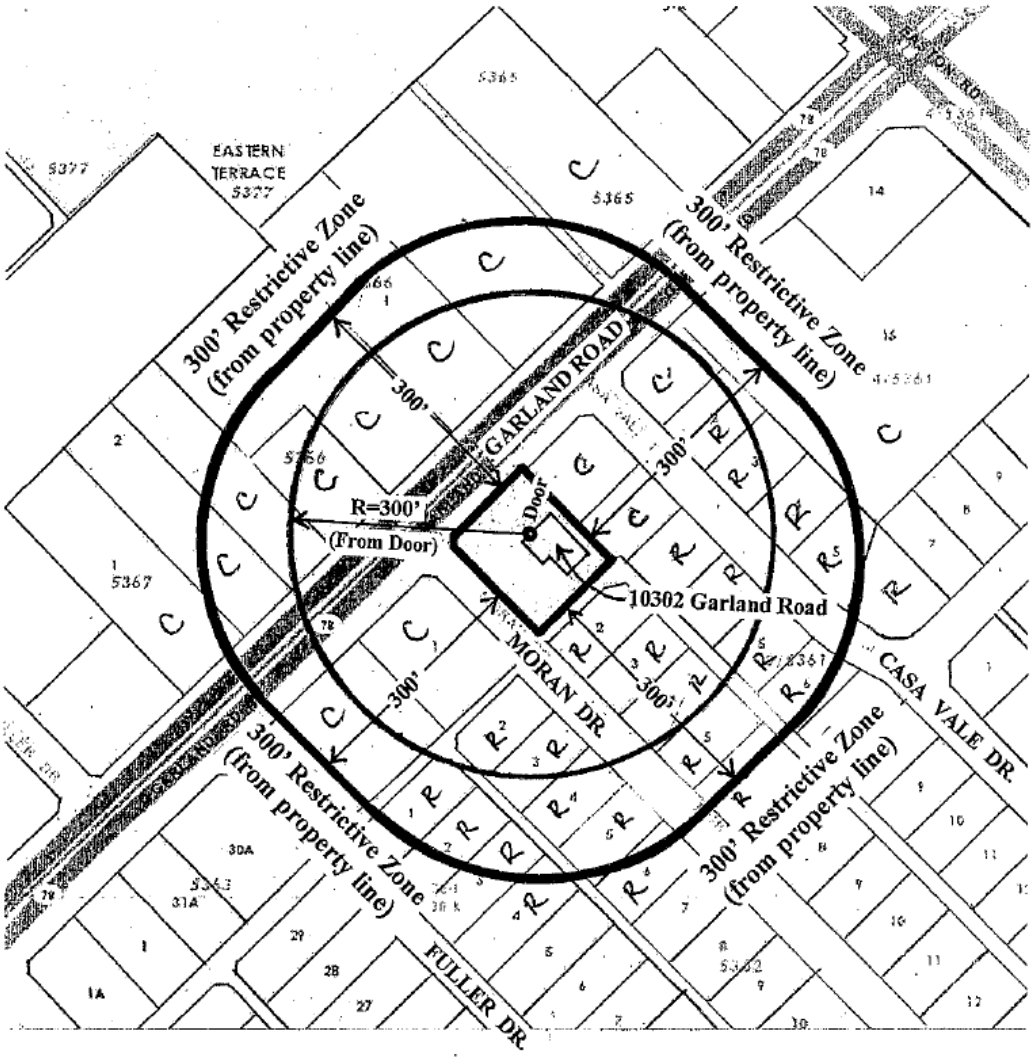
6. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN



BENNY'S CLASSIC GRILL
10302 Garland Road
Dallas, Texas 75218
Mapsco Page 38-F
Bob Van Dyke

ALCOHOL MEASUREMENT PLAT



SCALE 1" = 200'

I have conducted (or caused to be conducted) a physical inspection of the area and a diligent search of public records to determine if the place of business is located near any protected uses. This survey map shows that the place of business where alcoholic beverages will be sold meets the location requirements in Dallas City Code 6-4.

The BENNY'S CLASSIC GRILL, located at 10302 Garland Road, in the City of Dallas, is not within 300 feet of a church, public or private school, day care center, child care facility or a public hospital as defined in Dallas City Code Section 6-4.

R = Residential
C = Commercial
V = Vacant

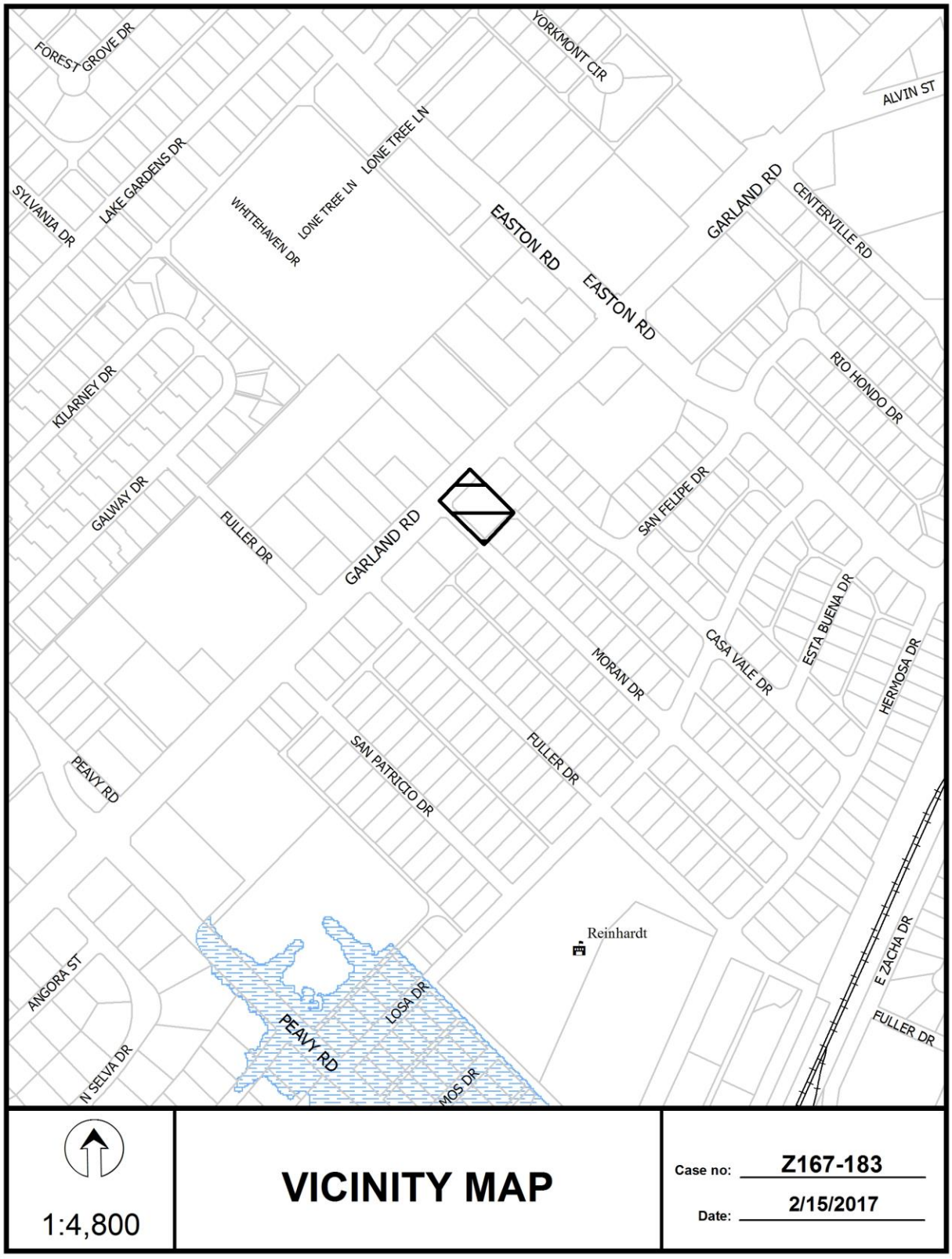
Date 2/6/2017
Job 17-153

This survey was performed for an alcohol-measurement certification. All improvements may not been shown as existed at the time of survey. Research of protected properties included a search of appraisal district records, parole evidence of the owner/manager and a physical inspection on the ground.

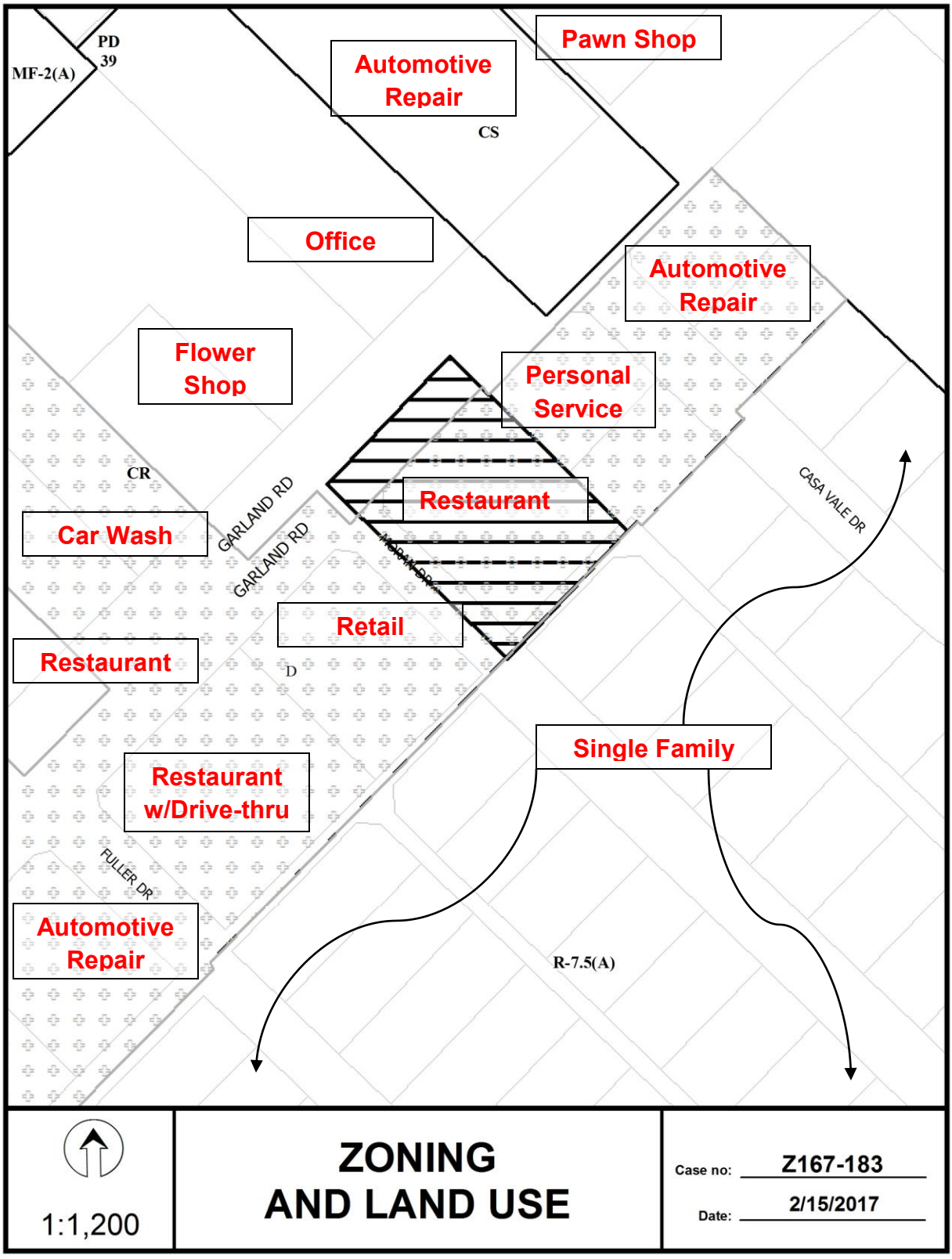
STATE OF TEXAS REGISTERED BEN D. RYCHLIK #1630 PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor 1630

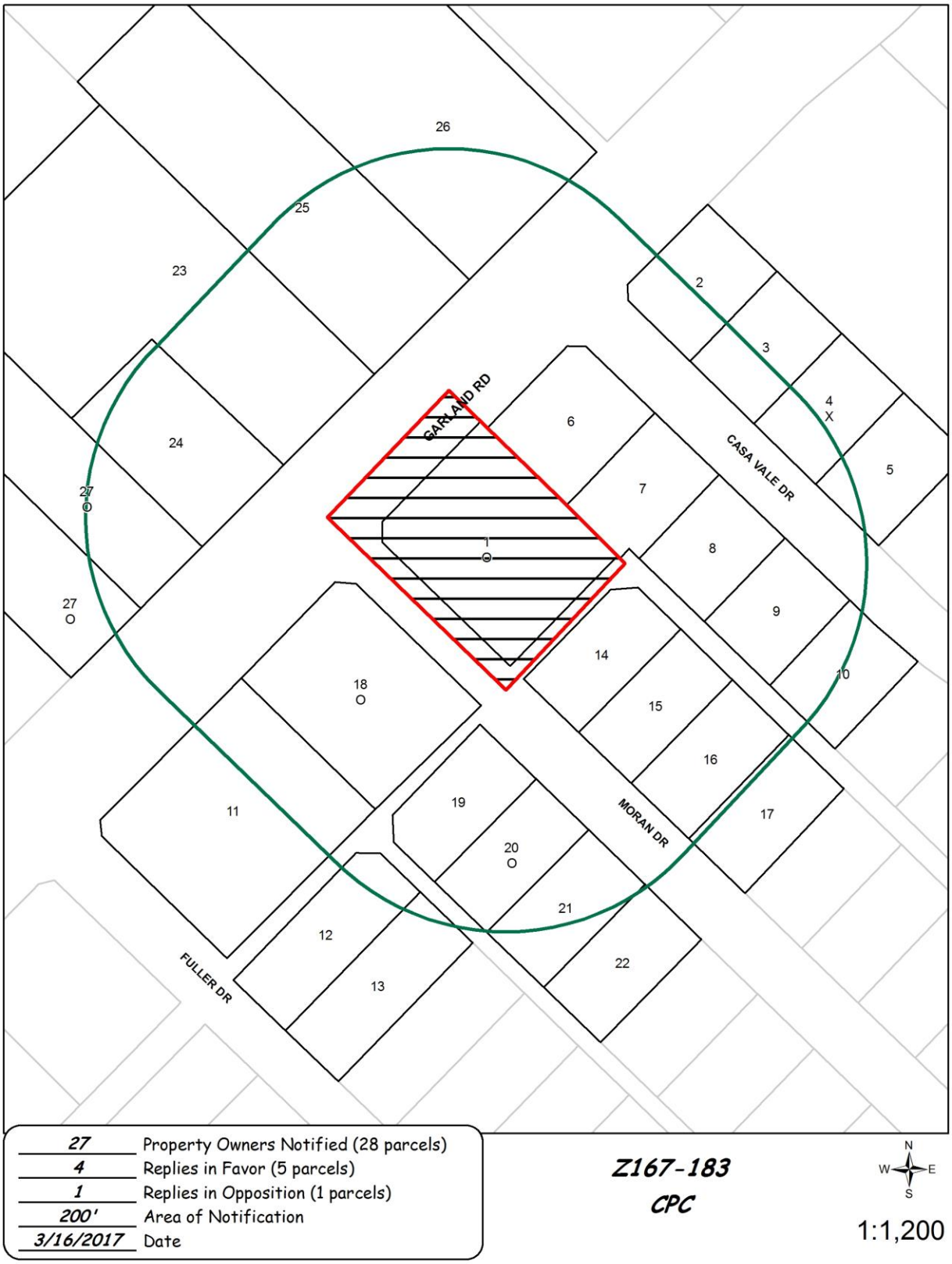
SURVEYING ASSOCIATES
1018 S. Beckley, Dallas, Tx. 75203
Phone: (214) 948-3324
Fax: (214) 946-7540
FIRM Registration / License No. 10040200


FOREST GROVE DR
YORKMONT CIR
ALVIN ST
LAKE GARDENS DR
SYLVANIA DR
WHITEHAVEN DR
LONE TREE LN
LONE TREE LN
EASTON RD
EASTON RD
GARLAND RD
CENTERVILLE RD
KILARNEY DR
RIO HONDO DR
GALWAY DR
FULLER DR
GARLAND RD
SAN FELIPE DR
ESTA BUENA DR
CASA VALE DR
MORAN DR
HERMOSA DR
PEAVY RD
SAN PATRICIO DR
FULLER DR
Reinhardt
E ZACHA DR
ANGORA ST
LOSA DR
PEAVY RD
FULLER DR
N SELVA DR
MOS DR
1:4,800
VICINITY MAP
Case no: Z167-183
Date: 2/15/2017


GARLAND RD
GARLAND RD
CASA VALE DR
MORAN DR
FULLER DR
1:1,200
AERIAL MAP
Case no: Z167-183
Date: 2/15/2017


PD 39
MF-2(A)
Automotive Repair
Pawn Shop
CS
Office
Automotive Repair
Flower Shop
Personal Service
CR
Restaurant
Car Wash
GARLAND RD
GARLAND RD
MORAN DR
CASA VALE DR
Retail
Restaurant
D
Single Family
Restaurant w/Drive-thru
FULLER DR
Automotive Repair
R-7.5(A)
1:1,200
ZONING AND LAND USE
Case no: Z167-183
Date: 2/15/2017

CPC Responses



03/15/2017

Reply List of Property Owners

Z167-183

27 Property Owners Notified ***4 Property Owners in Favor*** ***1 Property Owners Opposed***

Reply	*Label #*	*Address*		*Owner*
O	1	10302	GARLAND RD	BENIN & EDI ZECIRI PTR
	2	10404	GARLAND RD	SIWAN MAHMOUD A &
	3	1210	CASA VALE DR	G & M INVESTMENTS
X	4	1216	CASA VALE DR	CLEMENTS RICHARD L
	5	1222	CASA VALE DR	ROBERTS PHILLIP L
	6	10320	GARLAND RD	HERRINGTON & MACFARLAND
	7	1211	CASA VALE DR	HERRINGTON & MACFARLAND
	8	1217	CASA VALE DR	WHITE DAVID J
	9	1223	CASA VALE DR	STERRY MIKE &
	10	1231	CASA VALE DR	KOSTER PROPERTIES
	11	10226	GARLAND RD	KELLER WILMA TR
	12	1216	FULLER DR	MILL HAVEN II LLC
	13	1222	FULLER DR	OBRIEN JOHN C
	14	1216	MORAN DR	VAN DUSEN DENNIS &
	15	1220	MORAN DR	KELSMARK JOHN EDWARD
	16	1226	MORAN DR	CARRIER ERLINDA
	17	1230	MORAN DR	MORENO ABEL JR
O	18	10236	GARLAND RD	MCCLUSKEY ROBERT E III
	19	1217	MORAN DR	BENNETT JUSTIN STEBBINS
O	20	1221	MORAN DR	MCGILL HEATHER
	21	1227	MORAN DR	RHINE DAVINA LYNN
	22	1231	MORAN DR	TAYLOR SHIRLEY
	23	10311	GARLAND RD	MCSHAN LEE A JR
	24	10305	GARLAND RD	MCSHAN FLORIST INC
	25	10325	GARLAND RD	MCSHAN FLOREST INC
	26	10333	GARLAND RD	WHITE BARBARA
O	27	10229	GARLAND RD	WHITE ROCK CAR BATH

AGENDA ITEM # 49

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 64 R

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an R-7.5(A) Single Family District, east of South Interstate 35, south of East Laureland Road
Recommendation of Staff and CPC: Approval
Z167-186(KK)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER: Z167-186(KK) **DATE FILED:** January 20, 2017

LOCATION: East of South Interstate 35, south of East Laureland Road

COUNCIL DISTRICT: 3 **MAPSCO:** 64-R

SIZE OF REQUEST: Approx. 6.48 acres **CENSUS TRACT:** 112.00

APPLICANT/ OWNER: S.E. Cemeteries of Texas, Inc.

REPRESENTATIVE: Foresite Group, Inc., Josh McNeil

REQUEST: An application for a CR Community Retail District on property zoned an R-7.5(A) Single Family District.

SUMMARY: The applicant proposes to construct a funeral home to be used by the adjacent Laurel Land Memorial Park.

CPC RECOMMENDATION: **Approval**

STAFF RECOMMENDATION: **Approval**

BACKGROUND INFORMATION:

- The request site is currently zoned an R-7.5(A) Single Family District with Specific Use Permit No. 1003 for a private recreation center, club, or area for a permanent time period approved by City Council on March 27, 2009.

- The approximate six acre request site is currently undeveloped and directly adjacent to the existing Laurel Land Memorial Park.

- The reason for this request is the applicant wishes to construct a new funeral home to be used by the Laurel Land Memorial Park which is directly adjacent to the request site. The existing funeral home will be demolished at the north corner of E Laureland and S Interstate 35 East Service Road.

- The land use of mortuary, funeral home, or commercial wedding chapel is defined as a retail use in the Dallas Development code. This land use is allowed by right in the CR Community Retail District.

- The surrounding land uses consist of the existing cemetery to the north, undeveloped land and the cemetery to the east, church and single family dwellings to the south, church, general merchandise, and lodging uses to the west across R.L. Thornton Freeway. To the far west behind the commercial development are single family dwellings.

Zoning History: There has not been any recent zoning changes requested in the area.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
S Interstate 35 East Service Road	Highway frontage road	40 ft.

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed zoning change will not have a detrimental impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	R-7.5(A), SUP No. 1003	Undeveloped
North	R-7.5(A), CR, SUP No. 187	Cemetery
South	RR-D. R-7.5(A)	Church, Single Family Dwellings
East	R-7.5(A), SUP No. 1003, SUP No. 187	Undeveloped, Cemetery
West	RR, R-7.5(A)	General Merchandise, Single Family Dwellings

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The comprehensive plan does not make a specific land use recommendation related to the request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.15 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

Implementation Measure 1.1.5.1 Recognize adopted area/neighborhood plans in guiding development and zoning decisions.

ECONOMIC ELEMENT

GOAL 2.1 Promote Balanced Growth

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Area Plan:

The UNT-Dallas Area Plan has a dual purpose and is consequently organized in two components: the Vision and Policy Plan and the Implementation Program.

- The Vision and Policy Plan component updates and refines the *forwardDallas!* Vision for the area, providing more context specific policy direction to serve as an ongoing guide for future land development. It is intended to remain relevant through the long term with a 30-year planning horizon. This component is incorporated into the *forwardDallas!* Comprehensive Plan through an amending ordinance, approved by City Council in December of 2009.
- The Implementation Program component focuses on defining specific actions to bring about strategic change needed to realize the vision. This component is adopted by Council resolution to establish shorter term work programs and priorities. It focuses on a 5 to 7 year planning horizon and will require periodic review and update.

Per the UNT-Dallas Area Plan Consensus Vision, the area of request is located in a business center area. The purpose of the plan is to consider the various aspects of development including the built environment, transportation, infrastructure, economic viability, environmental sustainability, and housing quality.

Land Use Compatibility:

The applicant is proposing to construct a funeral home to be used by the adjacent cemetery (Laurel Land Memorial Park).

The area of request is currently zoned an R-7.5(A) Single Family District. This purpose of this district as defined in the Dallas Development Code, Section 51A-4.122(f)(1), is intended to be composed of single family dwellings together with public and private schools, churches, and public parks essential to create basic neighborhood units. The existing cemetery or mausoleum land use is allowed by right in this zoning district with the requirement of an SUP. The Dallas Development Code further defines the land use of a funeral home separate from the existing use of a cemetery or mausoleum. Section 51A-4.210(18)(A) defines a mortuary or funeral homes is a facility in which dead bodies are prepared for burial or cremation or funeral services are conducted. This land use is allowed by right in CR, RR, CS, industrial, central area, mixed use, and multiple commercial districts. Because this use is defined as a retail use prohibits it from being allowed in a residential zoning district.

The CR Community Retail District is defined in the Dallas Development Code, Section 51A-4.122(b)(1), to provide for the development of community-serving retail, personal service, and office uses at a scale and intensity compatible with residential

communities. The CR Community Retail District is consistent with the overall land use pattern of the area for lots located directly adjacent to a highway access road. The CR Community Retail District supports the development of office uses, institutional and community service uses, recreation uses, and retail uses. With the rezoning of this six acre tract, it would act like a stair step from low density residential development, established cemetery, to commercial, retail, and personal service development directly adjacent to the highway.

North of the request site, across Laurel Land Memorial Cemetery, properties are zoned an R-7.5(A) Single Family District with Specific Use Permit No. 187 to allow for the development of the cemetery. To the far north, across E Laureland Road, is a general merchandise use with a motor vehicle fueling station located in RR Regional Retail District with a D-1 liquor control overlay. Northeast and directly east of the site properties are zoned an R-7.5(A) Single Family District with Specific Use Permit No. 187. These properties are developed with a cemetery use and single family dwellings. West and northwest of the site, across South R. L. Thornton Freeway, properties are zoned an RR Regional Retail District and are developed with a general merchandise, lodging, auto service center, banquet hall, and a funeral home land use.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
R-7.5(A) Single Family	25’	5’ for single family; 10’ SY for other; 15’ RY for other	N/A	30’	45% for res structure; 25% for non-res	N/A	Residential, Institutional, Recreation, Utility and public service uses
Proposed							
CR Community Retail	15’	No Min.; adj to res 20’	0.5 for office; 0.75 for all uses combined	54’ RPS	60%	Residential Proximity Slope	Institutional, Lodging, Office, Retail, Wholesale uses

Parking:

Pursuant to the Dallas Development Code, off-street parking must be provided in accordance with Division 51A-4.200. The Dallas Development Code requires off-street parking to be provided at one space per 300 square feet of floor area other than the chapel, plus one space for each two seats in the chapel. Up to 50 percent of the required off-street parking for this use may be tandem spaces. If all spaces provided are non-tandem, the off-street parking requirement for this use is one space per 500 square feet of floor area other than the chapel, plus one space for each two seats in the chapel.

Landscaping:

Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended.

CPC Action

March 16, 2017:

Motion: It was moved to recommend **approval** of a CR Community Retail District on property zoned an R-7.5(A) Single Family District, east of South Interstate 35, south of East Laureland Road.

Maker: Rieves
Second: Mack
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 – Haney
Vacancy: 0

Notices: Area: 400 Mailed: 24
Replies: For: 0 Against: 0

Speakers: For: None
For (Did not speak): Josh McNeil, 1999 Bryan St., Dallas, TX, 75201
Travis Rigdon, 5020 Slim Ridge Rd., Ft. Worth, TX, 76119
Kevin Harris, 1929 Allen Pkwy., Houston, TX, 77019
Against: None

List of Partners/Principals/Officers

S. E. Cemeteries of Texas

Janet S Key – Director

Susan L Garrett – Director

Michael White – Director

James J Kriegshauser – Vice President

Curtis G Briggs – Vice President

James R Rosson – Vice President

Michael L Decell – Vice President

Lori E Spilde – Vice President

Aaron Garner Foley – Vice President

Angela Michelle Lacour – Vice President

Maria E Bateman – Vice President

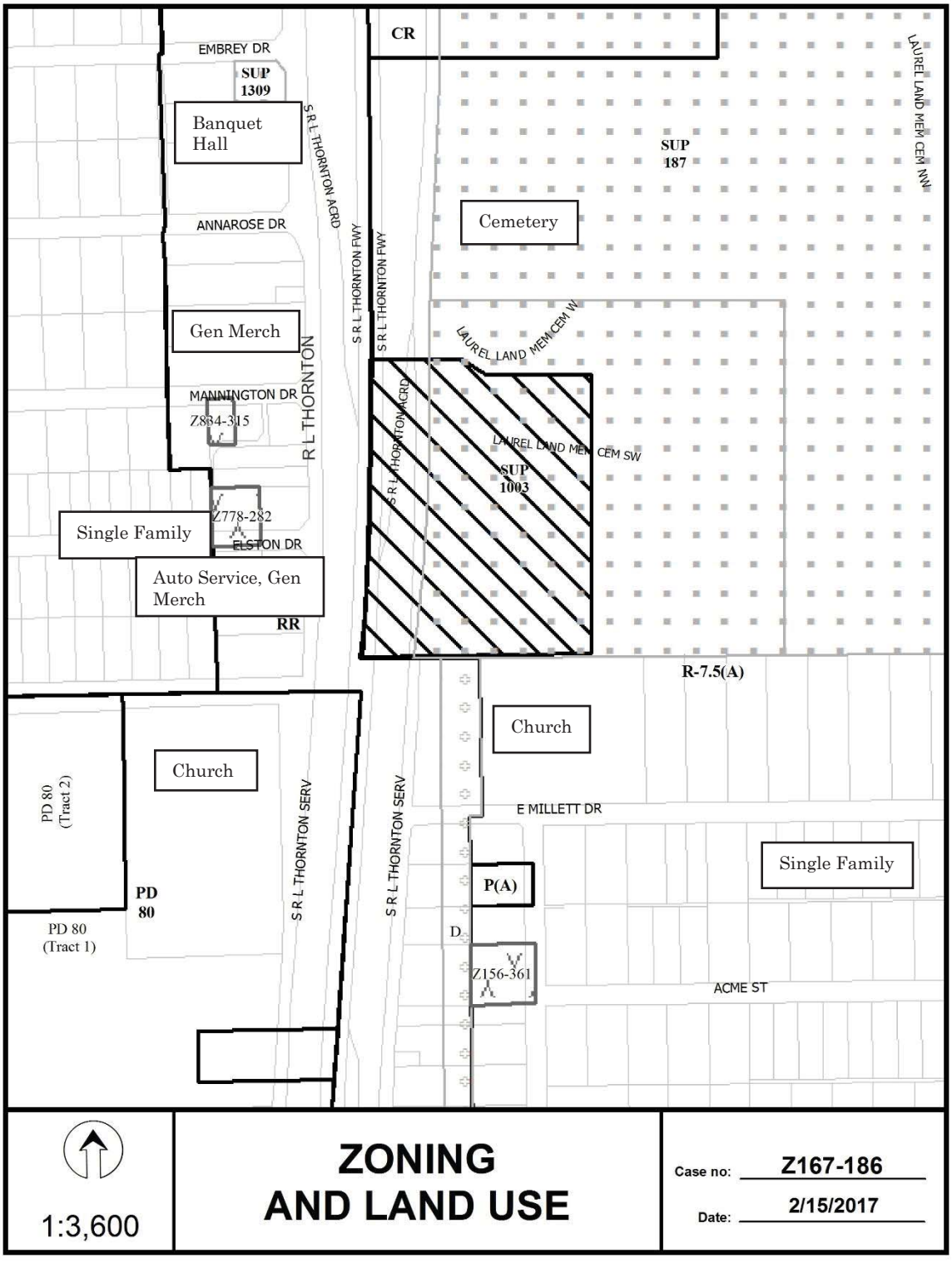
Janet S Key – Secretary

Susan L Garrett – Assistant Secretary

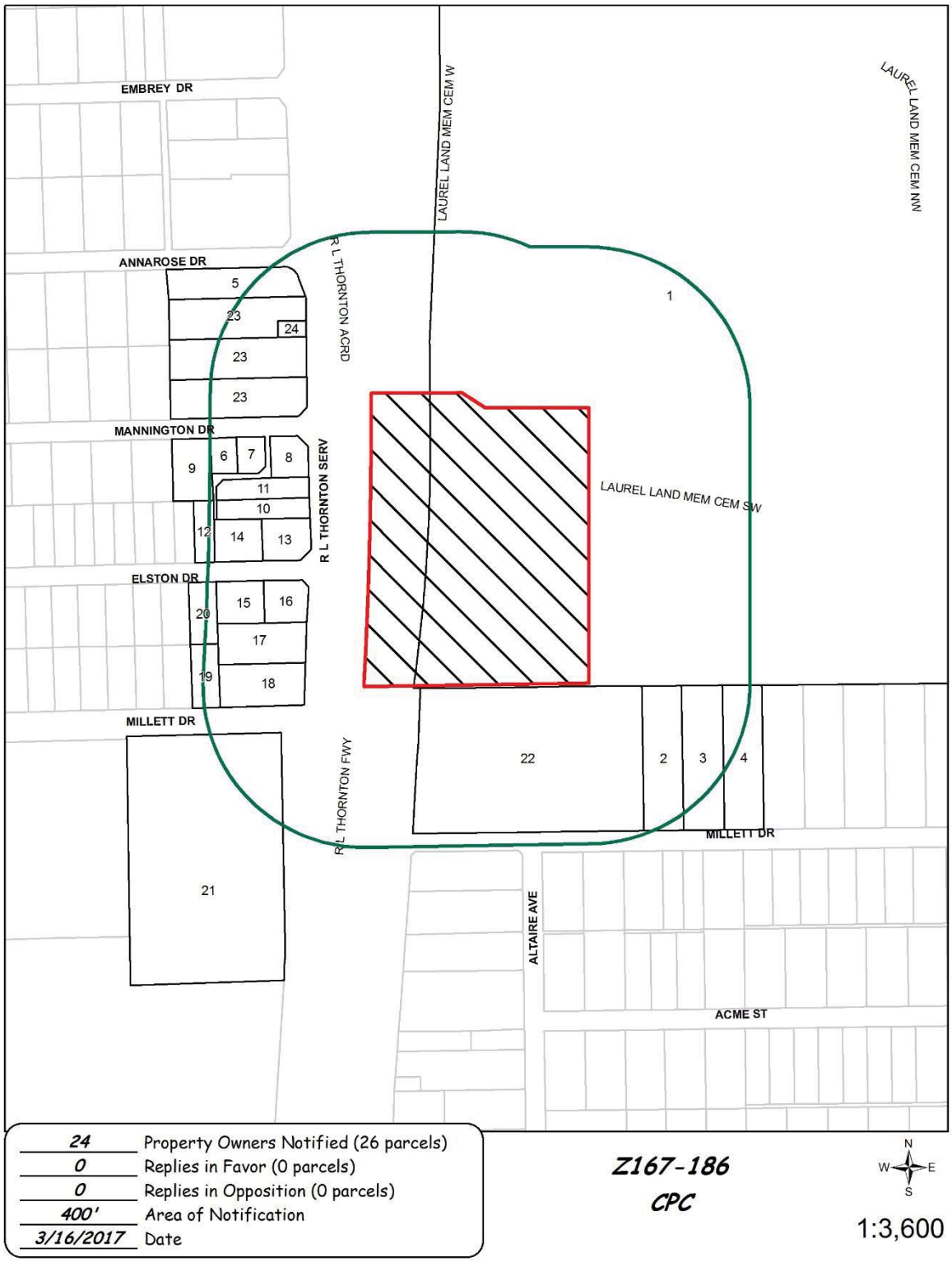
Brenda K Gibbs – Assistant Secretary


BURRELL DR
W LAURELAND RD
W LAURELAND RD
E LAURELAND RD
E LAURELAND RD
SUMATRA DR
EMBREY DR
LAUREL LAND MEM CEM W
LAUREL LAND MEM CEM NW
ANNAROSE DR
S R L THORNTON FWY
MANNINGTON DR
S R L THORNTON ACRD
LAUREL LAND MEM CEM SW
ELSTON DR
W MILLETT DR
S R L THORNTON SERV
S R L THORNTON FWY
E MILLETT DR
EMHOUSE ST
SPEIGHT ST
ACME ST
MANITOBA AVE
W CHERRY POINT DR
E CHERRY POINT DR
BRIERFIELD CIR
S R L THORNTON ACRD
S R L THORNTON ACRD
FIDELIS AVE
LTAIRE AVE
BA AVE
1:6,000
VICINITY MAP
Case no: Z167-186
Date: 2/15/2017


EMBREY DR
ANNAROSE DR
MANNINGTON DR
ELSTON DR
W MILLETT DR
E MILLETT DR
ACME ST
S R L THORNTON ACRD
S R L THORNTON FWY
S R L THORNTON SERV
ALTAIRE AVE
LAUREL LAND MEM CEM W
LAUREL LAND MEM CEM SW
LAUREL LAND MEM CEM NW
1:3,600
AERIAL MAP
Case no: Z167-186
Date: 2/15/2017


CR
EMBREY DR
SUP 1309
Banquet Hall
S R L THORNTON ACRD
SUP 187
LAUREL LAND MEM CEM NW
ANNAROSE DR
Cemetery
S R L THORNTON FWY
Gen Merch
LAUREL LAND MEM CEM W
MANNINGTON DR
Z834-315
R L THORNTON
S R L THORNTON ACRD
LAUREL LAND MEM CEM SW
SUP 1003
Z778-282
Single Family
ELSTON DR
Auto Service, Gen Merch
RR
R-7.5(A)
Church
Church
PD 80 (Tract 2)
E MILLETT DR
S R L THORNTON SERV
S R L THORNTON SERV
Single Family
P(A)
PD 80
PD 80 (Tract 1)
D
Z156-361
ACME ST
1:3,600
ZONING AND LAND USE
Case no: Z167-186
Date: 2/15/2017

CPC RESPONSES



03/15/2017

Reply List of Property Owners

Z167-186

24 Property Owners Notified ***0 Property Owners in Favor*** ***0 Property Owners Opposed***

Reply	*Label #*	*Address*		*Owner*
	1	6306	S R L THORNTON FWY	LAUREL LAND MEMORIAL PA
	2	231	E MILLETT DR	SALAZAR JOHN M
	3	239	E MILLETT DR	SALAZAR JOHN M
	4	247	E MILLETT DR	DELAROSA CLAUDIA E
	5	6205	S R L THORNTON FWY	HARDGE MEDERO &
	6	120	W MANNINGTON DR	LISTER MILDRED D
	7	114	MANNINGTON DR	COVARRUBIAS ARNOLDO
	8	6307	S R L THORNTON FWY	ALAKRAMAWI MAHMOOD IBRAHIM
	9	126	MANNINGTON DR	RODRIGUEZ DEMETRIO &
	10	6319	S R L THORNTON FWY	SANCHEZ JUAN
	11	6315	S R L THORNTON FWY	PATTINA EQUITIES LLC
	12	127	ELSTON DR	GARZA SALVADOR
	13	6323	S R L THORNTON FWY	ALAKRAMWI MAHMOOD I
	14	117	W ELSTON DR	PFEIL RICHARD
	15	116	W ELSTON DR	TOLOCKO MARK
	16	6403	S R L THORNTON FWY	STERLING VENTURES INC
	17	6415	S R L THORNTON FWY	HELLNER DANIEL
	18	6423	S R L THORNTON FWY	HELLNER DAVID
	19	127	W MILLETT DR	PEREZ RUBEN & PAULINE A
	20	126	ELSTON DR	OUTLAW MERRY
	21	6525	S R L THORNTON FWY	BECKLEY HILLS BAPTIST CHURCH
	22	6510	S R L THORNTON FWY	BECKLEY HEIGHTS CHURCH
	23	6229	S R L THORNTON FWY	TOLOCKO MARK A
	24	6211	S R L THORNTON FWY	TI UNISON SITE MANAGEMENT

AGENDA ITEM # 50

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45 S

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a bail bonds office on property within the Mixmaster Riverfront Subarea of Planned Development District No. 784, the Trinity River Corridor Special Purpose District, on the west side of South Riverfront Boulevard, north of Bessemer Street

Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional two-year periods, subject to a site plan and conditions

Z167-193(KK)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER: Z167-193(KK) **DATE FILED:** January 23, 2016

LOCATION: West side of South Riverfront Boulevard, north of Bessemer Street

COUNCIL DISTRICT: 6 **MAPSCO:** 45-S

SIZE OF REQUEST: Approx. 0.12 acres **CENSUS TRACT:** 100.00

APPLICANT/ OWNER: Jamal Qaddura/Mehmood and Melik Lakhani

REPRESENTATIVE: Jamal Qaddura

REQUEST: An application for a Specific Use Permit for a bail bonds office on property within the Mixmaster Riverfront Subarea of Planned Development District No. 784, the Trinity River Corridor Special Purpose District.

SUMMARY: The applicant proposes to operate a bail bonds office in an existing one-story, 3,405 square foot building. A Specific Use Permit is required because the land use is located more than 500 feet from a detention facility.

CPC RECOMMENDATION: **Approval** for a two-year period, with eligibility for automatic renewals for additional two-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a two-year period, with eligibility for automatic renewals for additional two-year periods, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- On September 24, 2008, the City Council approved the creation of Planned Development District No. 784, the Trinity River Corridor Special Purpose District. The request site is located within the Mixmaster Riverfront Subarea.

- On February 8, 2012, the City Council approved Specific Use Permit No. 1934 for a bail bonds office for a two year period with eligibility for automatic renewals for additional two-year periods on the request site. A renewal was not applied for and this SUP expired February 8, 2014. Per the applicant there was miscommunication between the individual handling the SUP renewal and ownership. Due to this lack of communication, the SUP renewal time period lapsed and the SUP expired.

- The applicant's request for a Specific Use Permit will allow for the continued operation of the bail bonds office at this location. The requirement of the specific use permit is because the bail bonds office is located more than 500 feet away from a detention center per PDD No. 784.

- The request site is surrounded by PDD No. 784. Adjacent uses include an existing bail bonds office and general merchandise to the north, to the far north is the Lew Sterrett Justice Center. A construction staging area and undeveloped land is to the east, further east is downtown Dallas. To the west are industrial and warehouse uses, to the south is the I30 and 35 Hwy Mixmaster.

Zoning History: There has not been any zoning changes requested in the area.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Riverfront Boulevard	Principal Arterial	130 ft.
Bessemer Street	Local	40 ft.

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction reviewed the request and determined that it will not impact the surrounding roadway system.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being located within the Commercial Corridor.

The request of an SUP for a bail bonds office at this location is characteristic of the Commercial Corridor Building Block. These areas primarily function as service and job destinations and are similar to Business Centers or Corridors, but are smaller and incorporate less density. These corridors, commonly located at the intersection of major streets, are easily accessed via automobiles. Given the close proximity to Lew Sterrett Justice Center this is an understandable proposal. The following goal and policy supports the proposed request.

LAND USE ELEMENT

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No.784	Proposed Bail Bonds Office
North	PDD No.784	Bail Bond Office, Gen Merch w/ Motor Vehicle Fueling
South	PDD No.784	I30 & 35 Hwy Mixmaster
East	PDD No.784	Undeveloped, Construction Staging Area
West	PDD No.784	Industrial & Warehouse Uses

Land Use Compatibility:

The request site is developed with a 3,405 square foot structure with five off-street parking spaces located along the eastern facade. The applicant proposes to continue to operate a bail bonds office within the building. Per PDD No. 784, the requested use

requires an SUP when located more than 500 feet from a detention facility. The site is situated approximately 1,300 feet south of the Lew Sterrett Justice Center (Riverfront Boulevard and Commerce Street); therefore, requiring a Specific Use Permit per PDD No. 784.

Surrounding land use consists of a mix of nonresidential uses in all directions, while the uses to the south are separated from the site by the elevated portion of westbound access to IH 30. The commercial/industrial uses to the west, along Rock Island Street, abut the levee. It should be noted there are numerous bail bonds offices on properties concentrated along Riverfront Boulevard.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The proposed site is located approximately 65 feet from the nearest bail bond office and approximately 1,296 feet from the nearest detention facility (Lew Sterrett Justice Center) and is compatible with the surrounding uses. The conditions associated with the land use, and short initial time period will help to mitigate any potentially negative issues. The SUP may not be renewed if the property is not compliant with the conditions set forth. Staff has determined the applicant's request, subject to the attached site plan and conditions, complies with the intent of the requirements for a specific use permit.

Parking:

Pursuant to the Dallas Development Code, off-street parking must be provided in accordance with Division 51A-4.200. The Dallas Development Code requires off-street parking to be provided for a bail bonds office is one space per 333 square feet of floor area for uses with a floor area. The required off-street parking for this use at a total floor area of 3,405 square feet is 10 off-street parking spaces required. The site plan provides 4 spaces, the balance of the required parking will be provided by means of a parking agreement, which will require the building official's approval prior to the issuance of a

certificate of occupancy. A new certificate of occupancy will have to be obtained by ownership because building inspection has placed a hold on their tax parcel for the requirement of an SUP. Once the SUP is obtained, a certificate of occupancy can be applied for; a plan review will take place and this is when the parking will be resolved.

Landscaping:

The applicant is not proposing additional floor area or nonpermeable surface area that would trigger Article X landscaping requirements. The existing planters along the northern and eastern building facades will be maintained with landscaping to meet the SUP conditions.

CPC Action

March 16, 2017:

Motion: It was moved to recommend **approval** of a Specific Use Permit for a bail bonds office for a two-year period with eligibility for automatic renewal for additional two-year periods, subject to a site plan and conditions on property within the Mixmaster Riverfront Subarea of Planned Development District No. 784, the Trinity River Corridor Special Purpose District, on the west side of South Riverfront Boulevard, north of Bessemer Street.

Maker: Rieves
Second: Houston
Result: Carried: 14 to 0

For: 9 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murhpy, Ridley, Tarpley

Against: 0
Absent: 1 – Haney
Vacancy: 0

Notices: Area: 200 Mailed: 4
Replies: For: 0 Against: 0

Speakers: None

List of Partners/Prinicpals/Officers

Mehmood and Malik Lakhani

PROPOSED SUP CONDITIONS

1. USE: The only use authorized by this specific use permit is a bail bonds office.

2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

3. TIME LIMIT: This specific use permit expires on (two years from the passage of this ordinance), but is eligible for automatic renewal for additional two-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced).

4. LANDSCAPING: Landscaping must be maintained per the attached site plan. Landscaping must be maintained in a healthy, growing condition.

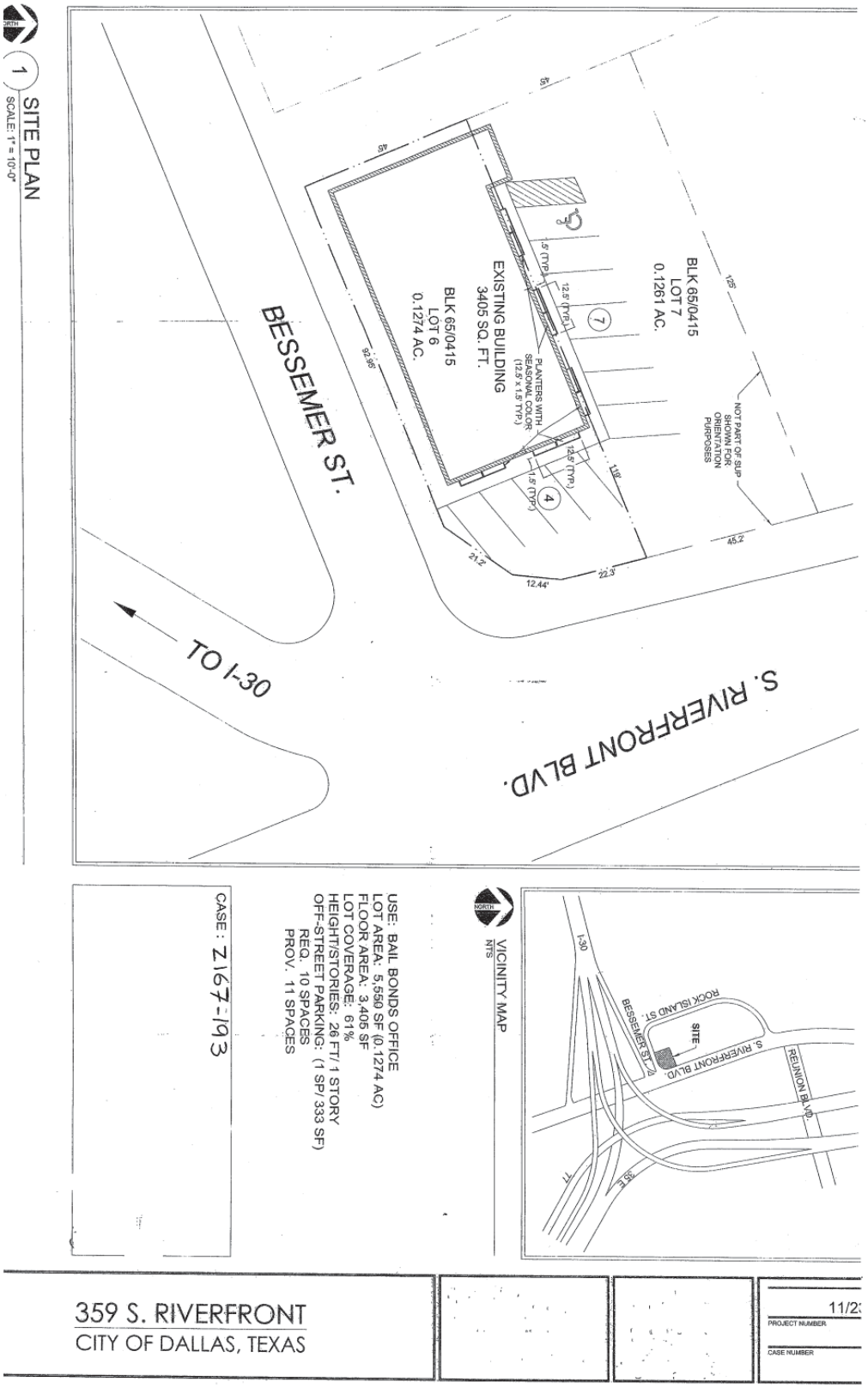
5. FLOOR AREA: Maximum floor area for a bail bonds office is 3,405 square feet.

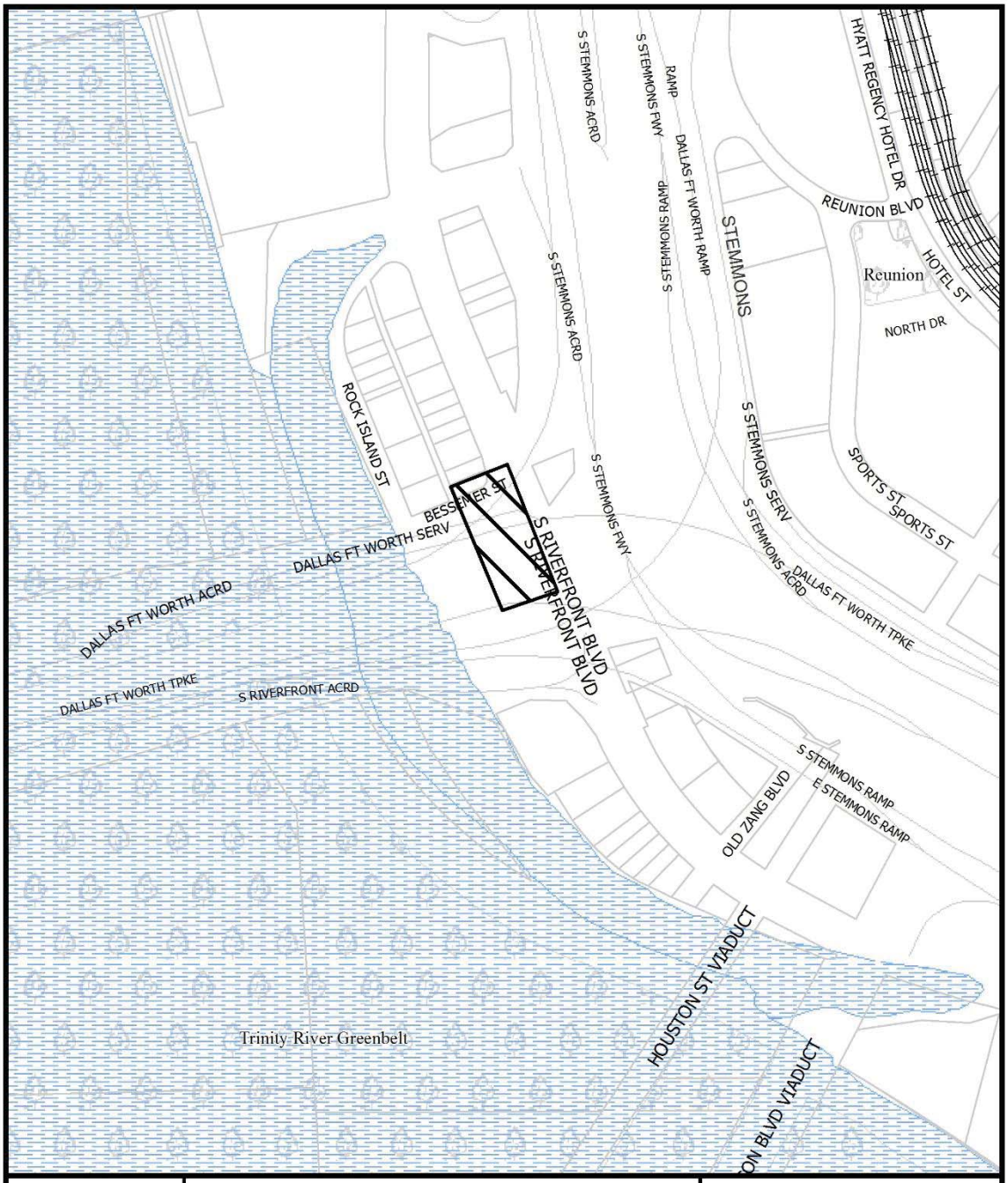
6. INGRESS/EGRESS: Ingress and egress must be provided in the location shown on the attached site plan. No other ingress or egress is permitted.

7. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

8. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN



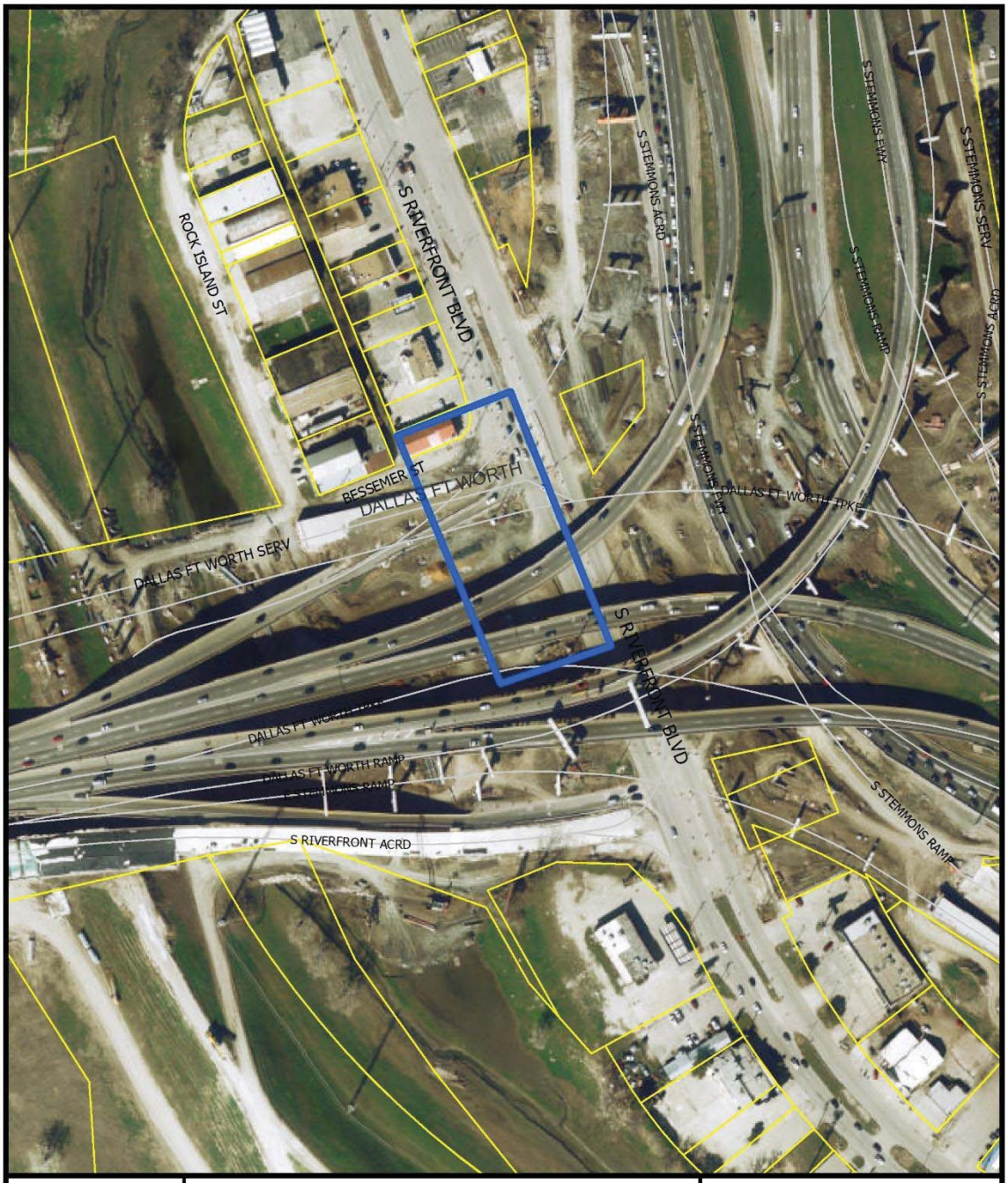


1:4,800

VICINITY MAP

Case no: Z167-193

Date: 3/2/2017

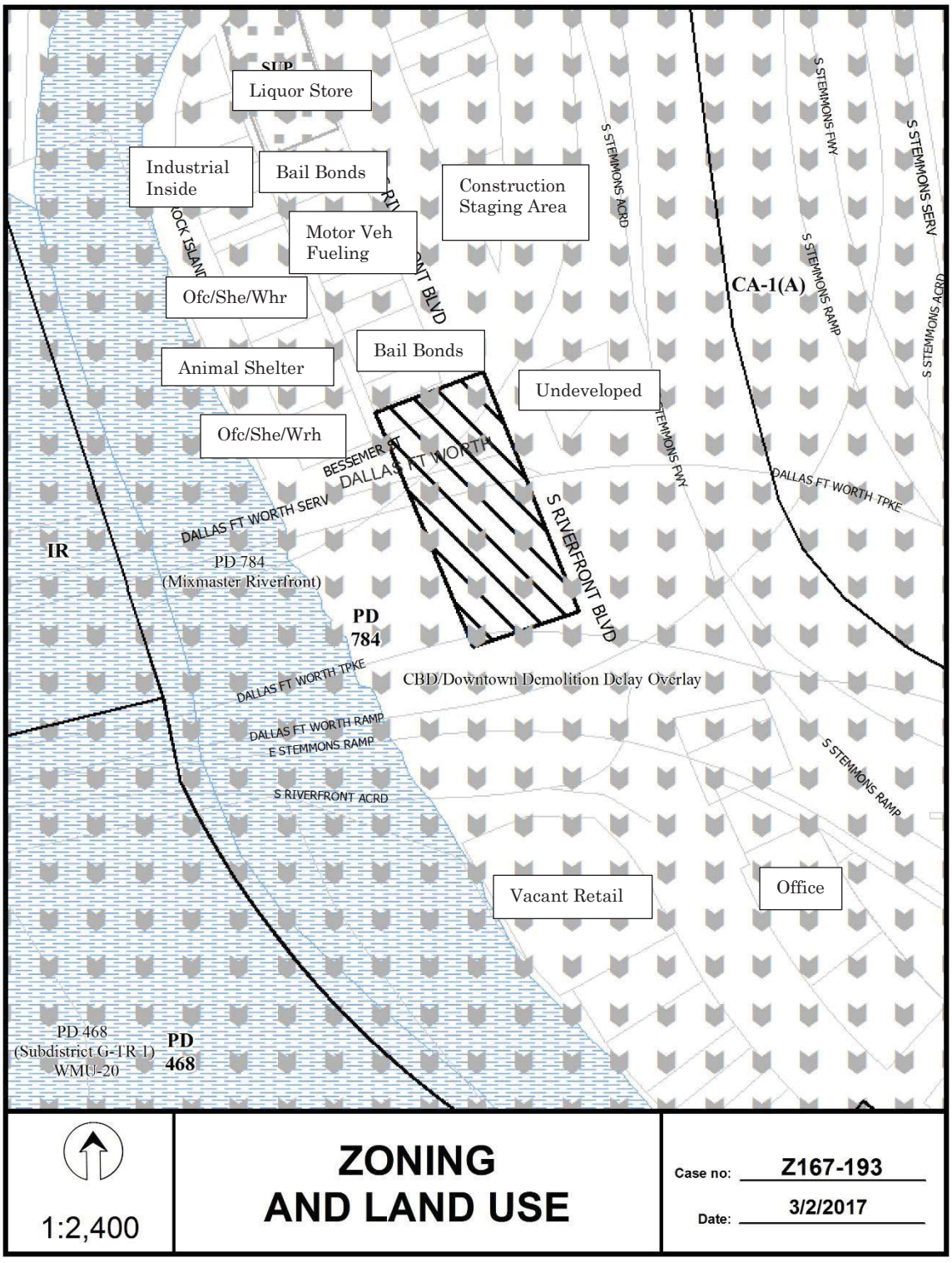


1:2,400

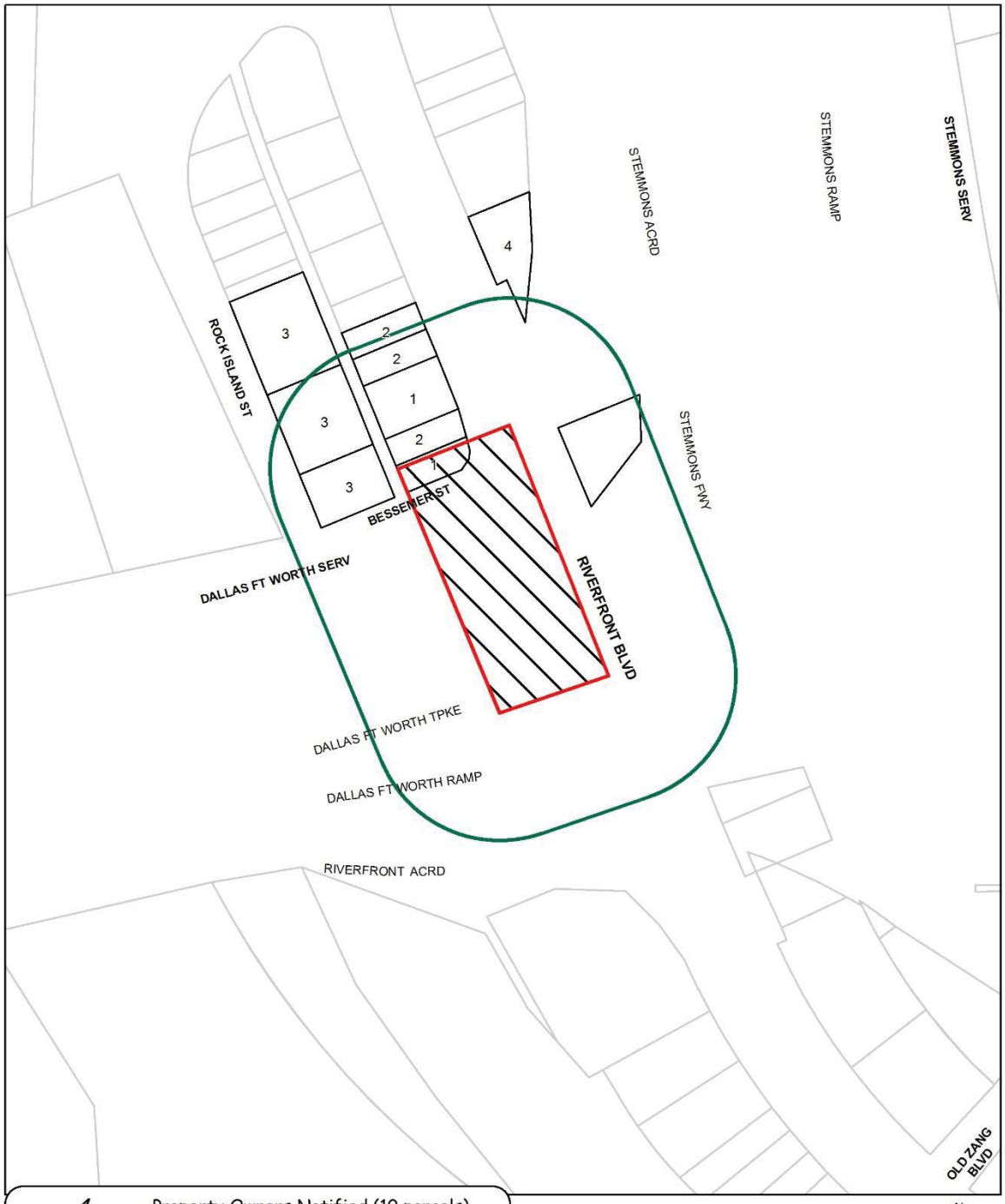
AERIAL MAP

Case no: Z167-193

Date: 3/2/2017


SUP
Liquor Store
Industrial Inside
Bail Bonds
Construction Staging Area
Motor Veh Fueling
Ofc/She/Whr
Animal Shelter
Bail Bonds
Undeveloped
Ofc/She/Wrh
CA-1(A)
IR
PD 784 (Mixmaster Riverfront)
PD 784
CBD/Downtown Demolition Delay Overlay
Vacant Retail
Office
PD 468 (Subdistrict G-1R-1) WMU-20
PD 468
S STEMMONS FWY
S STEMMONS SERV
S STEMMONS ACRD
S STEMMONS RAMP
DALLAS FT WORTH TPKE
DALLAS FT WORTH SERV
DALLAS FT WORTH RAMP
E STEMMONS RAMP
S RIVERFRONT BLVD
S RIVERFRONT ACRD
BESSEMER ST
1:2,400
ZONING AND LAND USE
Case no: Z167-193
Date: 3/2/2017

CPC RESPONSES



4	Property Owners Notified (10 parcels)
0	Replies in Favor (0 parcels)
0	Replies in Opposition (0 parcels)
200'	Area of Notification
3/16/2017	Date

Z167-193
CPC

1:2,400

03/15/2017

Reply List of Property Owners

Z167-193

4 Property Owners Notified ***0 Property Owners in Favor*** ***0 Property Owners Opposed***

Reply	*Label #*	*Address*		*Owner*
	1	359	S RIVERFRONT BLVD	LAKHANI MEHMOOD &
	2	355	S RIVERFRONT BLVD	LAKHANI MEHMOOD
	3	326	ROCK ISLAND ST	HARGETT ELECTRIC COMPANY LP
	4	362	S RIVERFRONT BLVD	SANTIAGO GP LLC

AGENDA ITEM # 51

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 52 F

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District, on the east side of South Bagley Street, south of West Jefferson Boulevard with consideration given to an NO(A) Neighborhood Office District
Recommendation of Staff: Approval of an NO(A) Neighborhood Office District in lieu of a CR Community Retail District
Recommendation of CPC: Approval of a CR Community Retail District, subject to deed restrictions volunteered by the applicant
Z167-175(PD)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER: Z167-175(PD) **DATE FILED:** January 6, 2017

LOCATION: East side of South Bagley Street, south of West Jefferson Boulevard

COUNCIL DISTRICT: 6 **MAPSCO:** 52-F

SIZE OF REQUEST: ±.2 acres **CENSUS TRACT:** 107.04

APPLICANT/OWNER: Olegario Estrada

REPRESENTATIVE: Santos Martinez, Masterplan Consultants

REQUEST: An application for a CR Community Retail District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District with consideration given to an NO(A) Neighborhood Office District.

SUMMARY: The applicant is requesting the zoning change to allow the construction of a law office with surface parking.

CPC RECOMMENDATION: **Approval** of a CR Community Retail District, subject to deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: **Approval** of an NO(A) Neighborhood Office District in lieu of a CR Community Retail District.

BACKGROUND:

- The applicant previously operated a law office north of the area of request and would like to expand the business southerly into the existing R-7.5(A) District.

- The applicant owns both parcels and proposes to construct a larger law office with a portion of the building being constructed on the request site with surface parking.

- No commercial or retail uses are allowed in the residential district; therefore, the applicant is seeking to rezone the property to a CR Community Retail District. However the proposed CR District would allow 51 new uses not consistent with the existing residential district.

- To ensure that the proposed request does not have a negative impact on the existing R-7.5(A) District, the applicant has volunteered deed restrictions prohibiting 44 uses incompatible in a residential district.

- Although the applicant has volunteered deed restrictions that will prohibit specific CR uses, the consideration of a NO(A) Neighborhood Office District in lieu of the CR Community Retail District would be compatible with the existing low-density residential neighborhood.

- The area of request is currently undeveloped, paved and has never been developed.

Zoning History: There have been no recent zoning cases in the area.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
W. Jefferson Blvd	Principal Arterial (M6-D-A)	60 feet
S. Bagley St	Local	50 feet

Traffic:

The Engineering Division of the Department of Sustainable Development and Construction reviewed the proposed zoning and determined it will not have a negative impact on the existing street system.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Vision Illustration depicts the request site as within an *Urban Neighborhood Building Block*.

The site meets the following goals and objectives of the comprehensive plan for an NO(A) Neighborhood Office District.

LAND USE

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.3 Encourage complementary building height, scale, design and character.

Policy 5.2.1 Maintain neighborhood scale and character.

Surrounding Land Use:

	Zoning	Land Use
Site	R-7.5(A)	Vacant
North	CR-D	Vacant
East	CR-D	Commercial
South	R-7.5(A)	Undeveloped
West	CR-D	Commercial

STAFF ANALYSIS:

Land Use Compatibility:

The request site is approximately ±0.2 acres and immediately adjacent to retail and personal service uses to the north, east and west. The request abuts a vacant single

family district to the south. The request to rezone the site is to allow for the construction of a larger law office with surface parking. The request site is currently zoned an R-7.5(A) Single Family District. The current request is to change the zoning to a CR Community Retail District to allow for the future development of some uses allowed in the CR Community Retail District.

Surrounding residential developments to the south, and southwest must be properly screened from the potential retail development. The Dallas Development Code provides greater consideration where residential adjacency exists. To develop the subject site, a ten foot landscape buffer shall be provided to separate the uses, the dumpster must be screened and all screening shall be a minimum of six feet high and solid in nature.

Staff's proposed NO(A) Neighborhood Office District is described as being able to accommodate community-serving retail, personal services and office uses principally servicing and at a scale and intensity compatible with residential communities. Rezoning this parcel to NO(A) will help to maintain the neighborhood scale and character by allowing small-scale retail, personal service, and office uses within walking distance. Also, the narrow lot size is more conducive to the smaller scale developments that would be more appropriate in the NO(A) District. The subject property is consistent with the land use pattern and will serve as a buffer separating the retail land uses to the east and the residential neighborhood to the north, south, and west.

The CR Community Retail District would introduce a wide range of uses which could potentially be incompatible with the single family neighborhood immediately south and southwest of the site. The applicant volunteered deed restrictions to limit higher intensity uses in an effort to rezone the site to CR Community Retail District.

Staff believes the CR Community Retail District may be too intensive for this area even with the addition of deed restrictions due to the surrounding residential land use.

Parking:

Parking will be provided according to the Dallas Development Code. The office use requires one space per 300 square feet of floor area.

Landscaping and Screening:

Landscaping and screening will be provided per Article X, as amended.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
R-7.5(A) Single Family	25’	5’	1 Dwelling Unit/ 7,500 sq. ft.	30’	45%		Single family
Proposed							
CR Community retail	15’	20’ adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54’ 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office
Staff Recommendation							
NO(A) Neighborhood Office	15’	20’ adjacent to residential OTHER: No Min.	0.5 office	35’ gable, hip or gambrel roof 30’ all other 2 stories	50%	Proximity Slope Visual Intrusion	Office

A comparison chart of uses allowed in the proposed CR Community Retail District, the existing R-7.5(A) Single Family District, and the staff recommended NO(A) Neighborhood Office District follows.

Comparison Use Chart

	Proposed	Existing	Recommended
Use	**CR**	**R-7.5(A)**	**NO(A)**
~~Building repair and maintenance shop.~~	**DR**		
Catering Service.	**X**		
Custom business services.	**X**		
~~Electronics service center.~~	**DR**		
~~Medical or scientific laboratory.~~	**DR**		
~~Tool or equipment rental.~~	**DR**		
Adult daycare facility.	**X**	**SUP**	**L**
Child-care facility.	**X**	**SUP**	**L**
~~College, university, or seminary.~~	**DR**	**SUP**	**SUP**
Convent or monastery.	**X**	**SUP**	**X**
Foster home.		**SUP**	
~~Hospital.~~	**DR**		
Library, art gallery, or museum.	**X**	**SUP**	**X**
Foster home.		**SUP**	
~~Open-enrollment charter school or private school.~~	**DR**		**SUP**
~~Public or private school.~~	**DR**	**SUP**	**RAR**
~~Hotel and motel.~~	**DR**		
~~Lodging or boarding house.~~	**DR**		
~~Overnight general purpose shelter.~~	**DR**		
Attached non-premise sign.	**SUP**		**SUP**
~~Alternative financial establishment.~~	**DR**		
Financial institution without drive-in window limited to ATM.	**L**		**X**
~~Financial institution with drive-in window.~~	**DR**		
~~Medical clinic or ambulatory surgical center.~~	**DR**		**X**
Office.	**X**		**X**
~~Country club with private membership.~~	**DR**	**SUP**	**X**
Private recreation center, club, or area.	**X**	**SUP**	**SUP**

Handicapped group dwelling unit.		**Check Use**	
Single family.		**X**	
~~College dormitory, fraternity, or sorority house.~~	**DR**		**SUP**
~~Alcoholic beverage establishments.~~	**DR**		
~~Ambulance service.~~	**DR**		
Animal shelter or clinic without outside runs.	**See Use Regs**		
~~Auto service center.~~	**DR**		
~~Business school.~~	**DR**		**SUP**
~~Car wash~~.	**DR**		
~~Commercial amusement (inside).~~	**DR**		
~~Commercial amusement (outside).~~	**DR**		
~~Commercial parking lot or garage.~~	**DR**		
~~Convenience store with drive-through.~~	**DR**		
Dry cleaning or laundry store.	**X**		
~~Furniture store.~~	**DR**		
~~General merchandise or food store less than 3,500 square feet.~~	**DR**		
~~General merchandise or food store greater than 3,500 square feet.~~	**DR**		
~~General merchandise or food store 100,000 square feet or more.~~	**DR**		
~~Home improvement center, lumber, brick or building materials sales yard.~~	**DR**		
~~Household equipment and appliance repair.~~	**DR**		
~~Liquor store.~~	**DR**		
~~Mortuary, funeral home, or commercial wedding chapel.~~	**DR**		
Motor vehicle fueling station.	**X**		
Nursery, garden shop, or plant sales.	**X**		
~~Pawn shop.~~	**DR**		
Personal service uses.	**X**		**L**
~~Restaurant without drive-in or drive-through service.~~	**DR**		**SUP**
~~Restaurant with drive-in or drive-through service.~~	**DR**		
~~Swap or buy shop.~~	**DR**		
Temporary retail use.	**X**		
~~Theater.~~	**DR**		

Private street or alley.		**SUP**	
Transit passenger shelter.	**X**	**See Use Regs**	**See Use Regs**
Transit passenger station or transfer center.	**See Use Regs SUP**	**SUP**	**See Use Regs**
Commercial radio and television transmitting station.	**X**		
Electrical substation.	**X**	**SUP**	**SUP**
Police or fire station.	**X**	**SUP**	**SUP**
Post office.	**X**		
~~Mini-warehouse.~~	**DR**		
~~Recycling buy-back center.~~	**DR**		**See Use Regs**
~~Recycling collection center.~~	**DR**		**See Use Regs**
X *indicates permitted by right.* ***SUP*** *indicates permitted with a Specific Use Permit.* ***L*** *indicates use permitted by right as limited use* ***See Use Regs*** *indicates permitted, but that the use must conform to specific regulations in different districts, as outlined in the Development Code.* ***~~Strikethrough text~~*** *indicates items which are being voluntary deed restricted (***DR***). Those uses will not be allowed.*			

Volunteered Deed Restrictions

The following uses are prohibited:

(1) Commercial and business service uses.
-- Building repair and maintenance shop.
-- Electronics service center.
-- Medical or scientific laboratory.
-- Tool or equipment rental.

(2) Lodging uses.
-- Hotel and motel.
-- Lodging or boarding house.
-- Overnight general purpose shelter.

(3) Institutional and Community Service Uses.
-- Hospital.
-- Public or private school.
-- College, university, or seminary.
-- Open-enrollment charter school or private school.

(4) Miscellaneous Uses.
-- Attached non-premise sign.

(5) Office uses.
-- Financial institution with drive-in window.
-- Alternative financial establishment.
-- Medical clinic or ambulatory surgical center.

(6) Recreation Uses.
-- Country club with private membership.

(7) Retail and personal service uses.
-- Alcoholic beverage establishments.
-- Ambulance service.
-- Auto service center.
-- Business school.
-- Car wash.
-- Commercial amusement (outside).
-- Commercial amusement (inside).
-- Commercial parking lot or garage.
-- Convenience store with drive-through.
-- Furniture store.
-- General merchandise or food store less than 3,500 square feet.
-- General merchandise or food store greater than 3,500 square feet.
-- General merchandise or food store 100,000 square feet or more.
-- Home improvement center, lumber, brick or building materials sales yard.

-- Household equipment and appliance repair.
-- Liquor store.
-- Mortuary, funeral home, or commercial wedding chapel.
-- Pawn Shop
-- Restaurant with drive-in or drive-through service.
-- Swap or buy shop.
-- Theater.

(8) Wholesale, distribution, and storage uses.
-- Mini-warehouse.
-- Recycling buy-back center.
-- Recycling collection center.

(9) Residential Uses.
-- College dormitory, fraternity, or sorority house.

City Plan Commission Action:
March 16, 2017

Motion: It was moved to recommend **approval** of a CR Community Retail District, subject to deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District, on the east side of South Bagley Street and south of West Jefferson Boulevard with consideration being given to an NO(A) Neighborhood Office District.

Maker: Anantasomboon
Second: Davis
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

Notices: Area: 200 Mailed: 18
Replies: For: 1 Against: 0

Speakers: For:
Against: None


WALTON WALKER
N WALTON WALKER SERV
N TILLERY AVE
W DAVIS ST
W DAVIS ST
N BAGLEY ST
N JUSTIN AVE
N DVIGHT AVE
SPRUCE ST
N MOROCCO AVE
HEYWORTH ST
N BOND AVE
N IRA AVE
N TATUM AVE
N TILLERY AVE
W JEFFERSON BLVD
W JEFFERSON BLVD
W JEFFERSON BLVD
DARWIN ST
S IRA AVE
S TATUM AVE
S TILLERY AVE
S BAGLEY ST
DARWIN ST
S JUSTIN AVE
S BOND AVE
N ARCADIA DR
DARWIN ST
Arcadia
S ARCADIA DR
S MOROCCO AVE
DARWIN ST
OUTRIDER LN
COLD TOWN LN
MONMOUTH LN
PLUM GROVE LN
STARETTA LN
NATIVE DANCER LN
COLD TOWN LN
PREAKNESS LN
1:4,800
VICINITY MAP
Case no: Z167-175
Date: 1/13/2017

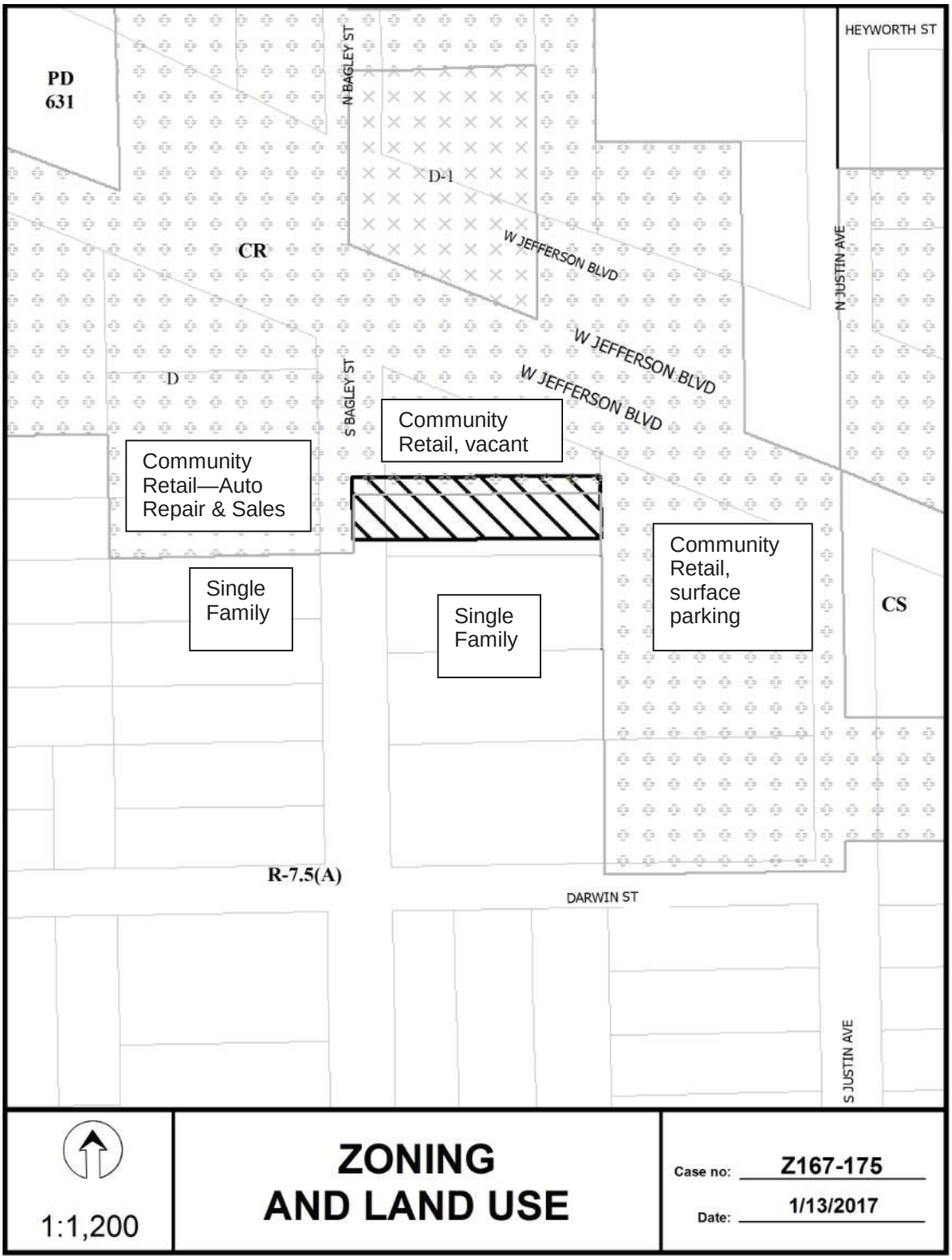


1:1,200

AERIAL MAP

Case no: Z167-175

Date: 1/13/2017


PD 631
CR
D
D-1
CS
R-7.5(A)
N BAGLEY ST
S BAGLEY ST
HEYWORTH ST
N JUSTIN AVE
S JUSTIN AVE
W JEFFERSON BLVD
W JEFFERSON BLVD
W JEFFERSON BLVD
DARWIN ST
Community Retail, vacant
Community Retail—Auto Repair & Sales
Single Family
Single Family
Community Retail, surface parking
1:1,200
ZONING AND LAND USE
Case no: Z167-175
Date: 1/13/2017

CPC Responses



03/15/2017

Reply List of Property Owners

Z167-175

18 Property Owners Notified ***1 Property Owners in Favor*** ***0 Property Owners Opposed***

Reply	*Label #*	*Address*		*Owner*
	1	5224	W JEFFERSON BLVD	ESTRADA MANUEL
	2	102	S BAGLEY ST	ESTRADA OLEGARIO
	3	5201	W JEFFERSON BLVD	DAVILA JUAN &
	4	5205	W JEFFERSON BLVD	RUIZ FRANCISCO AMADO
	5	5219	W JEFFERSON BLVD	ENRIQUEZ VIOLETA MIRNA FLORES
O	6	103	S JUSTIN AVE	LOPEZ MARIA CARMEN
	7	115	S JUSTIN AVE	ANDRADE JOSE C
	8	5213	DARWIN ST	GARCIA JOSE A
	9	5300	W JEFFERSON BLVD	JEMINEZ REGINA IRENE
	10	100	S BAGLEY ST	JEMINEZ REGINA IRENE
	11	101	S BAGLEY ST	VELAZQUEZ HURVANO
	12	107	S BAGLEY ST	OJEDA MIGUEL A
	13	111	S BAGLEY ST	VAZQUEZ SYLVIA
	14	115	S BAGLEY ST	VASQUEZ HIPOLITO &
	15	119	S BAGLEY ST	SIERRA MANUEL S
	16	102	S TILLERY ST	FELIX JAIME GERARDO
	17	106	S TILLERY ST	HALL DARRELL G
	18	110	S TILLERY ST	GARCIA BEATRICE

AGENDA ITEM # 52

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 42 Q

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1750 for commercial motor vehicle parking on property zoned a CS Commercial Service District on the northwest corner of Chalk Hill Road and Fitchburg Street
Recommendation of Staff: Approval for a two-year period with eligibility for automatic renewals for additional two-year periods, subject to a revised site plan and conditions
Recommendation of CPC: Approval for a two-year period, subject to a revised site plan and conditions
Z167-182(JM)

FILE NUMBER: Z167-182(JM) **DATE FILED:** January 17, 2017

LOCATION: Northwest corner of Chalk Hill Road and Fitchburg Street

COUNCIL DISTRICT: 6 **MAPSCO:** 42-Q

SIZE OF REQUEST: ± 15,000 sq. ft. **CENSUS TRACT:** 106.02

APPLICANT/OWNER: Gamaliel Albarran

REPRESENTATIVE: Gamaliel Albarran

REQUEST: An application for the renewal of Specific Use Permit No. 1750 for commercial motor vehicle parking on property zoned a CS Commercial Service District.

SUMMARY: The purpose of this request is to continue the operation of a commercial motor vehicle parking lot on the subject site.

CPC RECOMMENDATION: **Approval** for a two-year period, subject to a revised site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a two-year period with eligibility for automatic renewals for additional two-year periods, subject to a revised site plan and conditions.

BACKGROUND INFORMATION:

- The site has operated with a commercial motor vehicle parking use under SUP No. 1750 since August 22, 2009. City Council approved SUP No. 1750 for a four-year period with automatic renewals for additional two-year periods.

- On August 28, 2013, City Council approved a renewal of SUP No. 1750 for a two-year period.

- On August 26, 2015, City Council approved a renewal of SUP No. 1750 for a two-year period, subject to revised conditions. Revisions included limiting the types of vehicles allowed to be stored, and adding an automatic security gate. SUP No. 1750 expires on August 26, 2017.

- While the applicant is not requesting any changes to the existing site plan or conditions, staff requested the addition of a statement regarding the existing alternative pavement type. This is the only change to the site plan.

Zoning History:

There have been no recent zoning cases within close proximity of the subject site within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Chalk Hill Road	Collector	100 ft.
Fitchburg Street	Local	50 ft.

Land Use:

Area	Zoning	Land Use
Site	CS Commercial Service, SUP No. 1750	Commercial motor vehicle parking
North	CS Commercial Service	Single Family & Outside storage
West	R-5(A) Residential	Single Family
East	IM Industrial Manufacturing	Outside storage, Building repair and maintenance shop, and Personal Service
South	IM Industrial Manufacturing	Auto service center

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

> Policy 1.1.1 Use Vision Building Blocks as a general guide for desired development patterns.

The Plan identifies the request site as being located in an Industrial Building Block. The commercial parking lot currently provides a service which supports the industrial uses within the area. Many large or service trucks are stored on-site and in relation to surrounding industrial operations. The Industrial Building Block typically occupies large areas of land near rail roads. These blocks usually include large amounts of surface parking for cars and trucks. This request is characteristic of the Industrial Building Block.

STAFF ANALYSIS

Land Use Compatibility:

The CS Commercial Service District permits a commercial motor vehicle use by right, except when the use is located within 500 feet of a residential district; then an SUP is required. A single family district is adjacent to the request site.

The request site is adjacent to single family uses, even though the entire block face on Chalk Hill Road is zoned a CS Commercial Service District. In addition, Chalk Hill Road is the dividing line that separates an IM industrial Manufacturing District, which is a more intensive use than the CS Commercial Service District. The land uses surrounding the site consists of a single family dwelling to the north (in the CS District) and single family uses to the west. East of the request site, across Chalk Hill Road, are uses that are developed industrial in nature and zoned an IM Industrial Manufacturing District. The property south of the site is developed with an industrial use and is zoned an IM industrial Manufacturing District.

While the request site is adjacent to single family uses, the entire block face on Chalk Hill Road is zoned for commercial or industrial uses. The existing use has operated as a commercial motor vehicle parking lot on the subject site for approximately seven years with adjacency to the residential area. The SUP has conditions to mitigate any potential negative impacts. These include limiting the types and number of commercial vehicles allowed at the site, restricting the use of outdoor speakers, requiring screening,

and an automatic security gate along the ingress/egress on Chalk Hill Road. A site inspection revealed that the site is operating in compliance to the conditions, as amended in 2015. For this reason, staff is recommending a two-year time period with the possibility of automatic renewals for additional two-year periods. Additionally, while the site was previously approved with an alternative pavement material, a note has been added to the plan stating that an alternative pavement material is allowed if approved by the Engineering Division. In the future, pavement may be required in lieu of the existing alternative (gravel).

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
CS Commercial Service	15’ 0’ on minor	20’ adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office/ lodging/ retail combined	45’ 3 stories	80%	Proximity Slope Visual Intrusion	Commercial & business service, supporting retail & personal service & office

Landscaping:

Landscaping will be provided per Article X, as amended.

CPC Action:
March 16, 2017

Motion: It was moved to recommend **approval** of the renewal of Specific Use Permit No. 1750 for commercial motor vehicle parking for a two-year period, subject to a revised site plan and conditions on property zoned a CS Commercial Service District on the northwest corner of Chalk Hill Road and Fitchburg Street.

Maker: Anantasomboon
Second: Davis
Result: Carried: 14 to 0

For: 14 - Anglin, Rieves, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Haney
Vacancy: 0

Notices: Area: 200 Mailed: 16
Replies: For: 2 Against: 0

Speakers: None

CPC RECOMMENDED
SUP No. 1750 Conditions

1. USE: The only use authorized by this specific use permit is commercial motor vehicle parking.

2. SITE PLAN: Use and development of the Property must comply with the attached site plan/landscape plan.

3. TIME LIMIT: This specific use permit expires on ~~August 26, 2017.~~ two-years from the passage of this ordinance).

4. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.

5. COMMERCIAL VEHICLES: The only commercial vehicles allowed to park on the Property are dump trucks and tractors. Trailers, buses, and vehicles longer than 30 feet are prohibited.

6. INGRESS/EGRESS: Ingress and egress must be provided in the location shown on the attached site plan. No other ingress and egress is permitted.

7. OUTDOOR LOUDSPEAKERS: Outdoor loudspeakers are prohibited.

8. PARKING: Eight commercial motor vehicle parking spaces and three off-street parking spaces must be located as shown on the attached site plan/landscape plan.

9. REFRIGERATION UNITS: Trailers with refrigeration units are prohibited.

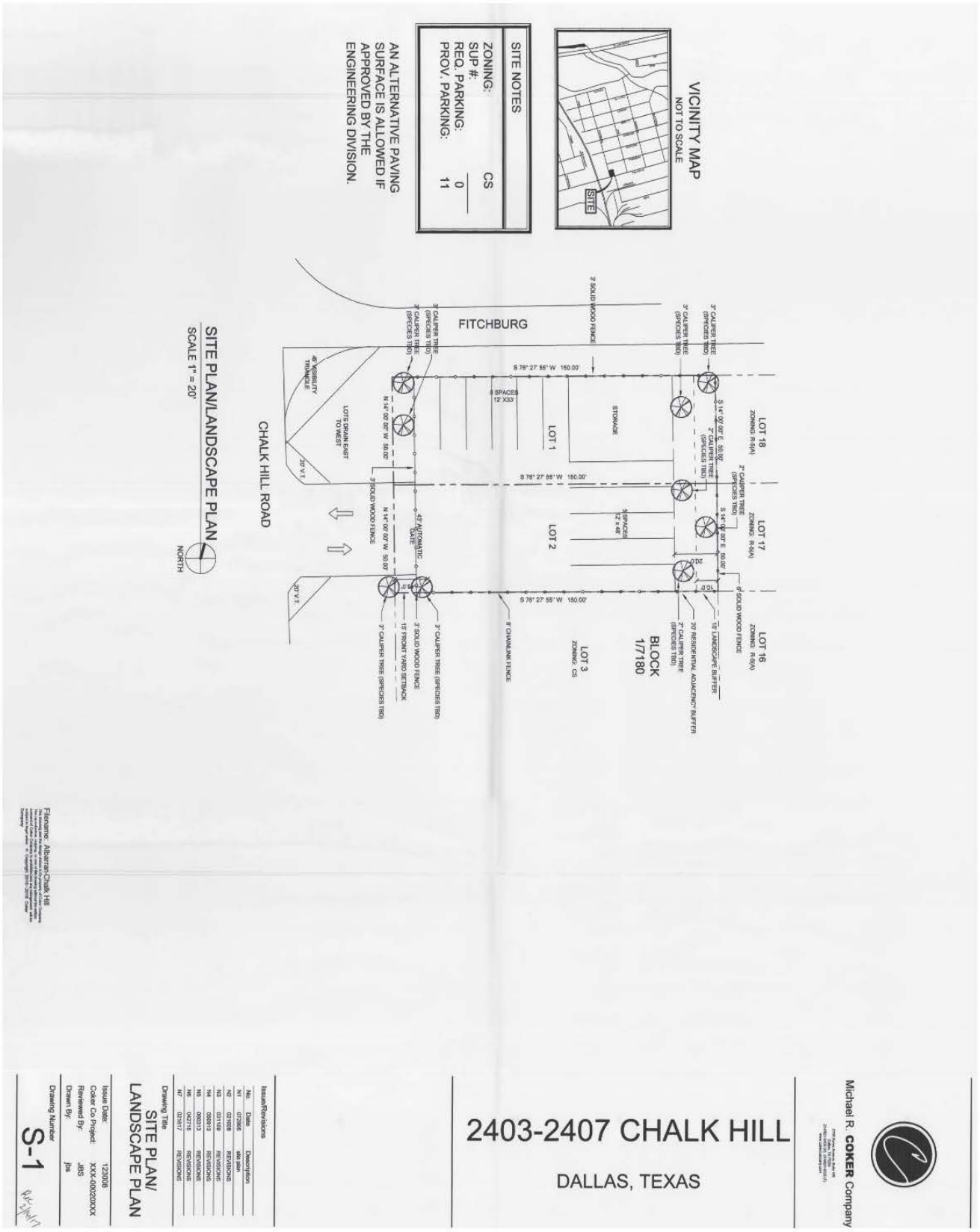
10. SCREENING: A six-foot-high solid fence must be provided in the location shown on the attached site plan/landscape plan.

11. SECURITY GATE: An automatic gate must be installed and located on Chalk Hill Road for ingress and egress as shown on the attached site plan.

12. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

13. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE/LANDSCAPE PLAN



Z167-182(JM)

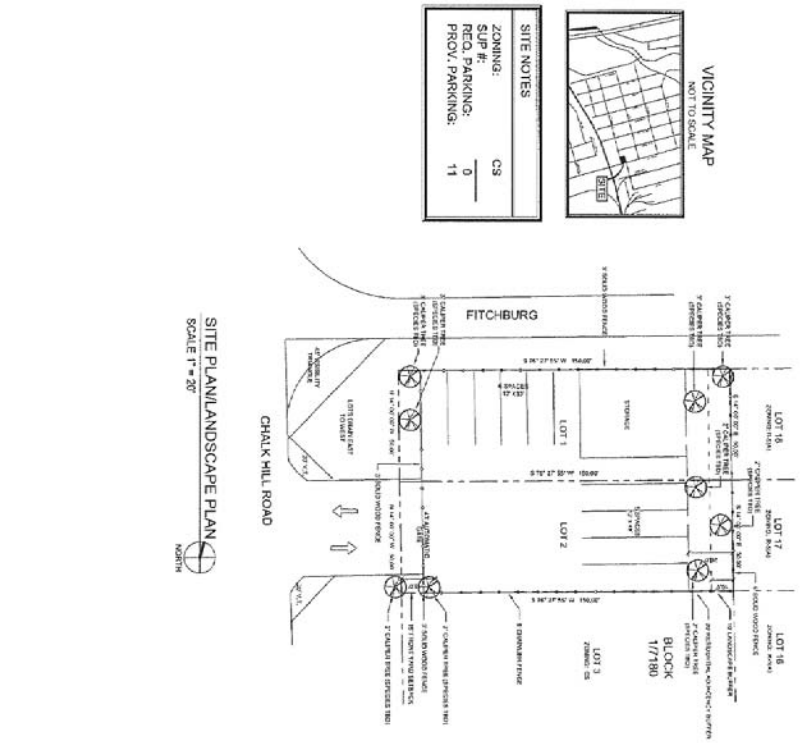
EXISTING SITE/LANDSCAPE PLAN

29836

151593

Approved
City Plan Commission
May 21, 2015

Site Plan/Landscape Plan
Specific Use Permit
No. 1750



Michael R. COKER Company

2403-2407 CHALK HILL

DALLAS, TEXAS

SITE PLAN/
LANDSCAPE PLAN

Drawing Number
S-1


BUTTERNUT ST
CHALK HILL RD
WEIR ST
RISER ST
HIAWATHA ST
INGERSOLL ST
IROQUOIS DR
FEW ST
FITCHBURG ST
CLYMER ST
KENESAW DR
FITCHBURG ST
Frances Rizo
DOW CT
EAGLE HEIGHTS DR
FANNIE ST
INGERSOLL ST
FANNIE ST
CLYMER ST
IROQUOIS DR
CHIPPEWA DR
BLACKHAWK DR
DALLAS FT WORTH
DALLAS FT WORTH SERV
1:4,800
VICINITY MAP
Case no: Z167-182
Date: 2/1/2017

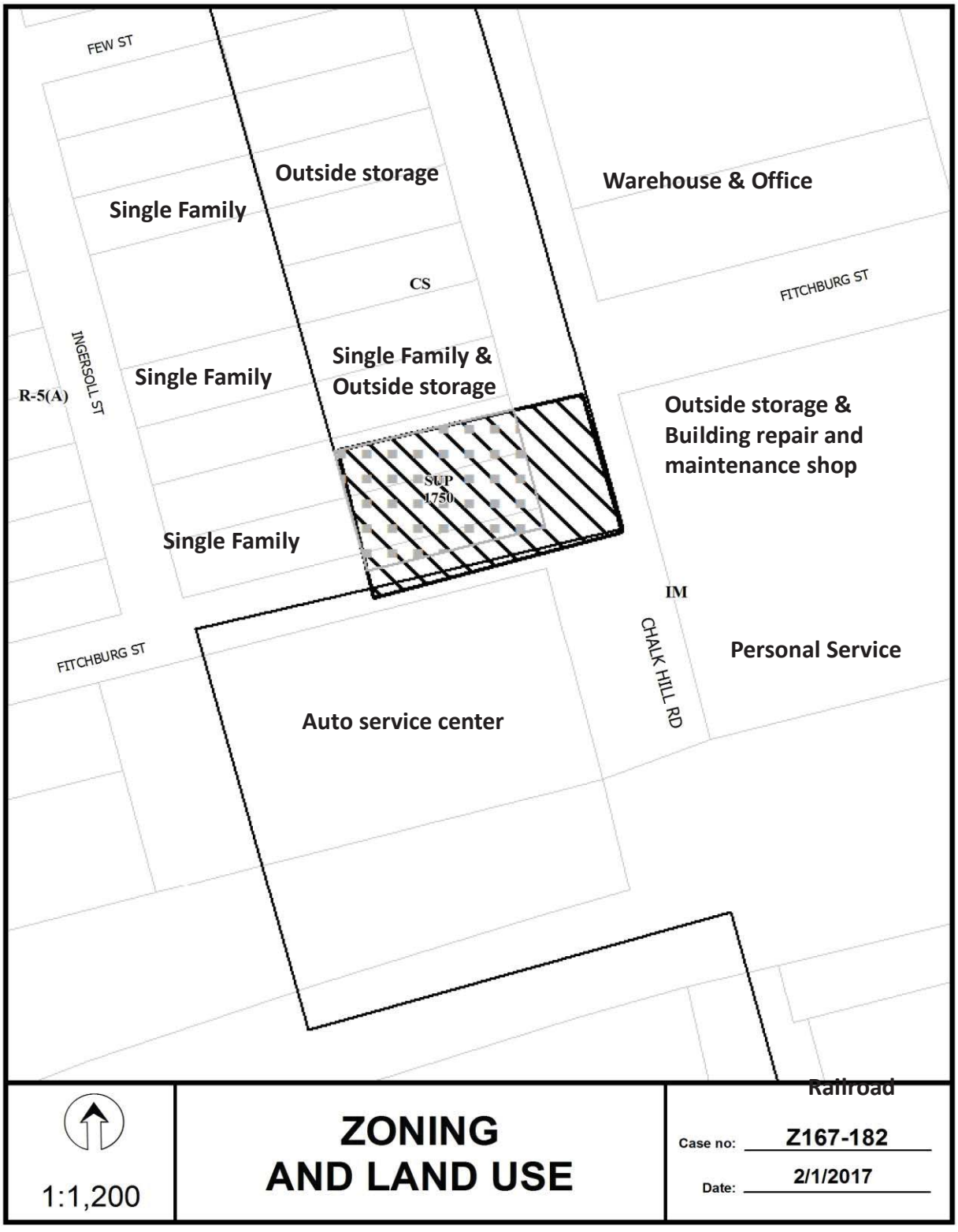


1:1,200

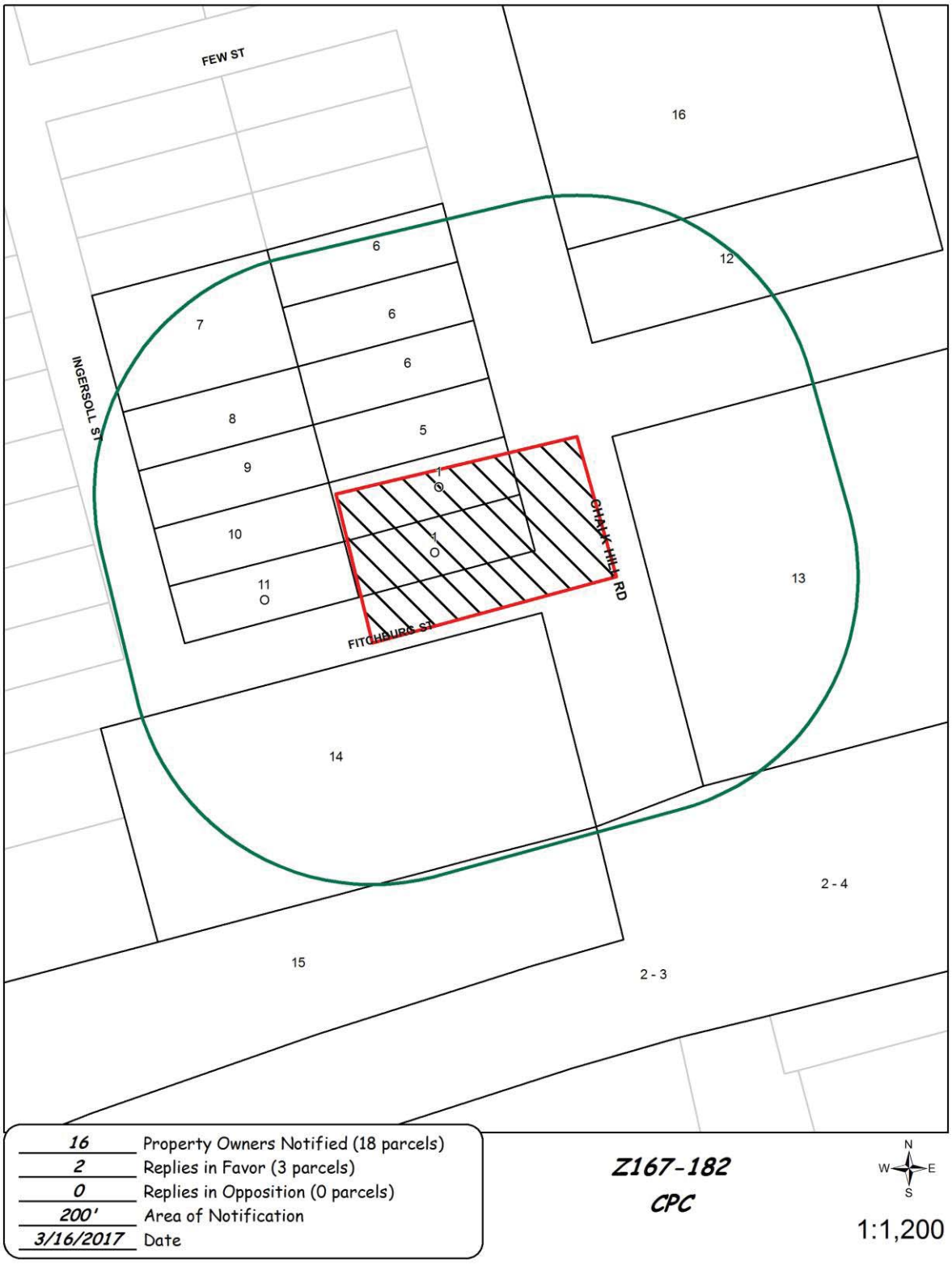
AERIAL MAP

Case no: Z167-182

Date: 2/1/2017


FEW ST
Outside storage
Warehouse & Office
Single Family
CS
FITCHBURG ST
INGERSOLL ST
Single Family
Single Family &
Outside storage
R-5(A)
Outside storage &
Building repair and
maintenance shop
SUP
1750
Single Family
IM
FITCHBURG ST
CHALK HILL RD
Personal Service
Auto service center
Railroad
1:1,200
ZONING
AND LAND USE
Case no: Z167-182
Date: 2/1/2017

CPC Responses



03/15/2017

Reply List of Property Owners

Z167-182

16 Property Owners Notified ***2 Property Owners in Favor*** ***0 Property Owners Opposed***

Reply	*Label #*	*Address*		*Owner*
O	1	2403	CHALK HILL RD	ALBARRAN GAMALIEL SR
	2	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
	3	9999	NO NAME ST	UNION PACIFIC RR CO
	4	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
	5	2411	N CHALK HILL DR	RODRIGUEZ JUANA B &
	6	2415	CHALK HILL RD	GARCIA ROQUE & ROSALBA
	7	2418	INGERSOLL ST	HERNANDEZ ANTONIO JR
	8	2414	INGERSOLL ST	GONZALEZ SALLY B
	9	2410	INGERSOLL ST	LARA ALEJANDRO
	10	2406	INGERSOLL ST	GARFIAS MARIA L & JOSAFAT
O	11	2402	INGERSOLL ST	ALBARRAN CONRADO J
	12	2518	CHALK HILL DR	AZTECA ENTERPRISES INC
	13	2414	CHALK HILL DR	BENITEZ FREDIS & MARGARITA
	14	2323	CHALK HILL RD	A TRUCK EXPRESS INC
	15	5401	FANNIE ST	MISSOURI PACIFIC RR CO
	16	2518	CHALK HILL DR	FOUR L CAPITAL LTD

AGENDA ITEM # 53

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 49 N

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay on the southwest corner of Forney Road and North Prairie Creek Road
Recommendation of Staff and CPC: Approval
Z156-234(JM)
Note: This item was considered by the City Council at public hearings on September 28, 2016, October 26, 2016, January 11, 2017, January 25, 2017, and February 22, 2017, and was deferred until April 26, 2017, with the public hearing open

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**

ACM: Majed Al-Ghafry

FILE NUMBER: Z156-234(JM) **DATE FILED:** March 15, 2016

LOCATION: Southwest corner of Forney Road and North Prairie Creek Road

COUNCIL DISTRICT: 7 **MAPSCO:** 49-N

SIZE OF REQUEST: ±2.4496 acres **CENSUS TRACT:** 121.00

APPLICANT/OWNER: West Texas Rebar Placers, Inc.

REPRESENTATIVE: Marco A. Hernandez

REQUEST: An application for a CS Commercial Service District on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay.

SUMMARY: The applicant is requesting the zoning change in order to operate a contractor maintenance yard. The intent is to store heavy equipment on-site, and do necessary maintenance and repairs to that equipment. An office is intended to be on-site, as well.

CPC RECOMMENDATION: **Approval**

STAFF RECOMMENDATION: **Approval**

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed zoning district allows uses that are similar, but with greater restrictions for height. The Commercial Service District adds 18 uses, primarily in the retail and personal services, and wholesale, distribution, and storage uses categories. More information is provided under Development Standards and Land Use Comparison sections of this report.

2. Development on this block is similar to the requested use, but not allowed. The property is not currently in use, although there is some machinery being stored pending the outcome of this case.

3. *Traffic impact* – The proposed zoning will not have a negative impact on the existing street system.

4. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located in a Business Center or Corridor Building Block. While the proposed district is inconsistent with this building block, it generally supports economic goals within the comprehensive plan. Additionally, the proposed district and use are consistent with surrounding land use patterns.

Zoning History: There have been no recent zoning cases in the area.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Forney Road	Community Collector (S-4-D)	80 feet
Prairie Creek Road	Principal Arterial (M-6-D(A))	100 feet

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction reviewed the proposed zoning and determined it will not have a negative impact on the existing street system.

STAFF ANALYSIS:

Comprehensive Plan:

The comprehensive plan does not make a specific land use recommendation related to the request, however the ***forwardDallas! Vision Illustration***, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The Vision Illustration depicts the request site as within a *Business Center or Corridor*. This Building Block represents major employment or shopping destinations outside of Downtown. Examples include the Galleria area, the NorthPark Center area, Southwest Center Mall area at I-20 and US Hwy 67 and the Stemmons Corridor. Business Centers are usually at major intersections or along highways or major arterials and rely heavily on car access. These areas typically include high-rise office towers and low- to mid-rise residential buildings for condos or apartments and may include multifamily housing. Land uses are typically separated from one another by parking lots, freeways or arterial roads. Streets in these areas emphasize efficient movement of vehicles. Bold lighting and linear landscaping features such as esplanades and tree-lined boulevards can all work to distinguish and identify these areas. Public spaces may be at key entry points and central locations. Gateway landscaping, monuments and other devices will provide visibility from the freeway and guide visitors to destinations. Public transit may play a role in these areas and help create some pockets of transit oriented development. Business Centers and Corridors provide important concentrations of employment within Dallas that compete with suburban areas.

The proposed CS Commercial Service District is described as being for the development of commercial and business serving uses that may involve outside storage, service, or display. This district ultimately supports the intended Building Block and is a less intensive industrial-type of zoning.

Finally, the proposed zoning request meets the following goals and objectives of the comprehensive plan:

Vision: Embrace all types of land use. Workshop participants were interested in having a wide range of land use options and scale in Dallas. While some land use types reflect a definite nod toward autos, others focused more heavily on walking and bicycling. Variety is the key in what workshop participants wanted for land use types throughout the city, recognizing differences in appropriateness and scale from place to place.

ECONOMIC ELEMENT

GOAL 2.4 CREATE AND MAINTAIN AN ENVIRONMENT FRIENDLY TO BUSINESSES AND ENTREPRENEURS
A business friendly environment is essential for Dallas to maintain competitiveness in the regional and global marketplace.

Land Use Compatibility:

	Zoning	Land Use
Site	LI w/D-1 Overlay	Vacant (storage of equipment)
North	LI w/D-1 Overlay	Vacant land, warehouse & distribution centers (freight terminal)
East	LI w/D-1 Overlay	Tool or equipment rental
South	LI w/D-1 Overlay	Cell tower, railroad, vacant land
West	LI w/D-1 Overlay	Tool or equipment rental

The request site is ± 2.5 acres situated between several industrial parks and business centers. Immediately adjacent zoning is Light Industrial. Surrounding land uses are of an industrial nature. Many have outside storage of semi-trucks and trailers. The proposed CS Commercial Service District and contractor's maintenance yard use seems compatible with the area.

The request to rezone is to allow for a contractor's maintenance yard use, which includes the outside storage of equipment. This will require screening of the entire site. The screening will provide a transitional buffer as the area continues to change over time. While an industrial zoning district like CS Commercial Service is not typically a zoning district that is envisioned for Business Center or Corridor Building Blocks, given that LI is the existing zoning on the property, and because the site and surrounding area are being commercially utilized for industrial uses, the request can be supported. The subject site is adjacent to industrial and business parks on the fringe of Dallas city limits and Mesquite city limits.

Development Standards:

DISTRICT	Setbacks		FAR	Height	Lot Coverage	Primary Uses
	Front	Side/Rear				
Existing						
LI Light Industrial	15'	0'	0.5 to 1.0	70'	80%	Commercial & business service, wholesale, distribution & storage, retail & personal service, office, and utility and public service uses. A few industrial uses.
Proposed						
CS Commercial Service	0'	0'	0.75 to 1.0	45'	80%	Commercial & business service, wholesale, distribution & storage, retail & personal service, office, and utility and public service uses. A few industrial uses.

Land Use Comparison:

	Proposed	Existing
Use	**CS**	**LI**
Vehicle or engine repair or maintenance.	**RAR**	**X**
Alcoholic beverage manufacturing.		**RAR**
Inside industrial.		**RAR**
Temporary concrete or asphalt batching plant.		**By CBO authorization**
Convent or monastery.	**X**	
Public School.	**RAR**	**SUP**
College dormitory, fraternity, or sorority house.	**X**	
Ambulance service.	**RAR**	
Animal shelter or clinic without outside run.	**RAR**	**X**
Alcoholic beverage establishments*	**SUP**	**Check Use**
Commercial amusement (outside).	**DIR**	
Convenience store with drive-through.	**SUP**	
Drive-in theater.	**SUP**	
General merchandise or food store greater than 3,500 square feet.	**X**	
Liquefied natural gas fueling station.	**SUP**	**Check Use**
Liquor store.	**X**	
Mortuary, funeral home, or commercial wedding chapel.	**X**	
Nursery, garden shop, or plant sales.	**X**	
Use	**CS**	**LI**
Outside sales.	**SUP**	
Pawn shop.	**X**	
Swap or buy shop.	**SUP**	
Auto auction.	**SUP**	
Building mover's temporary storage yard.	**SUP**	
Contractor's maintenance yard.	**RAR**	
Petroleum product storage and wholesale.	**SUP**	

Sand, gravel, or earth sales and storage.	**SUP**	
Vehicle storage lot.	**SUP**	
Accessory pathological waste incinerator.	**X**	

X *indicates permitted by right.*
SUP *indicates permitted with a Specific Use Permit.*
RAR *indicates permitted, but subject to Residential Adjacency Review.*
DIR *indicates permitted, but subject to Development Impact Review.*
Check Use *indicates permitted, but that the use must conform to specific regulations in different districts, as outlined in the Development Code.*
By CBO Authorization *indicates that the use may be allowed with permission from the Chief Building Official.*

WEST TEXAS REBAR PLACERS, INC.

10209 Plano Rd. Suite 101
Dallas, Texas 75238

PHONE: (214) 221-1333
FAX: (214) 221-1303

Marco A. Hernandez – President

Magno A. Hernandez – Vice-President

Z156-234

CPC Action:
September 1, 2016

Motion: It was moved to recommend **approval** of a CS Commercial Service District on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay on the southwest corner of Forney Road and North Prairie Creek Road.

Maker: Anantasomboon
Second: Davis
Result: Carried: 14 to 0

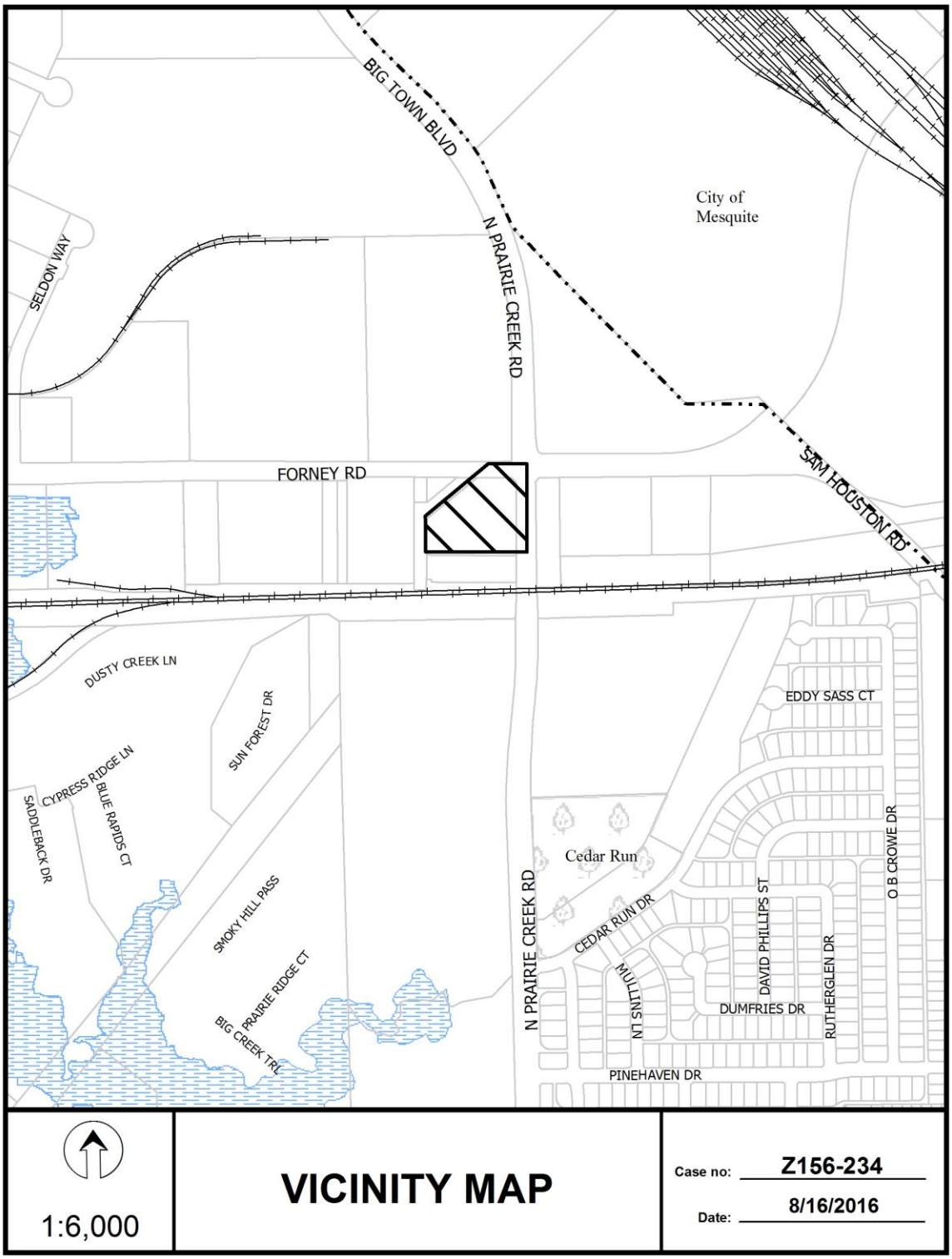
For: 14 - Anglin, Rieves, Houston, Davis, Shidid*, Anantasomboon, Haney, Jung, Housewright, Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 1 - District 7

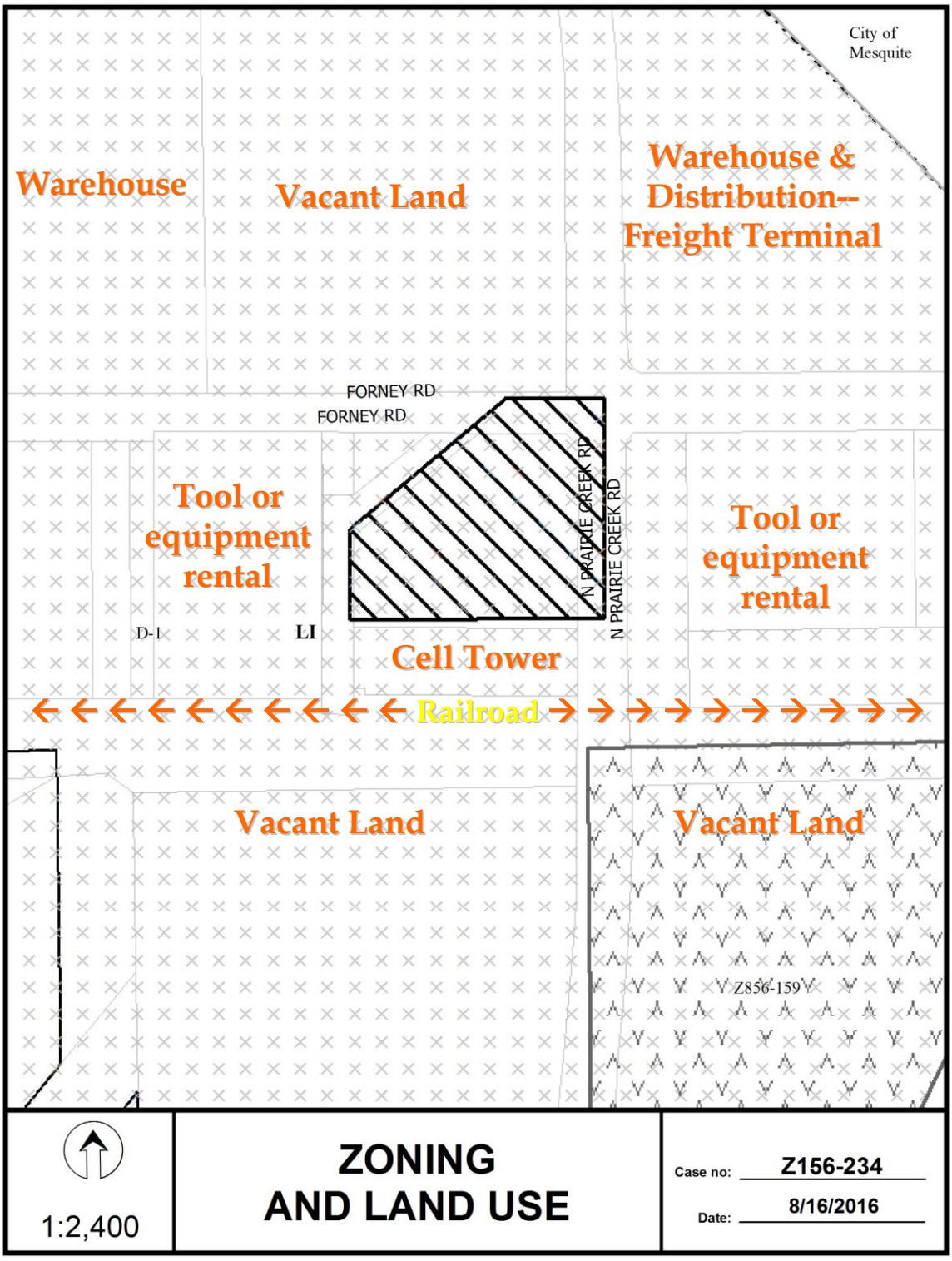
*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 14
Replies: For: 4 Against: 1

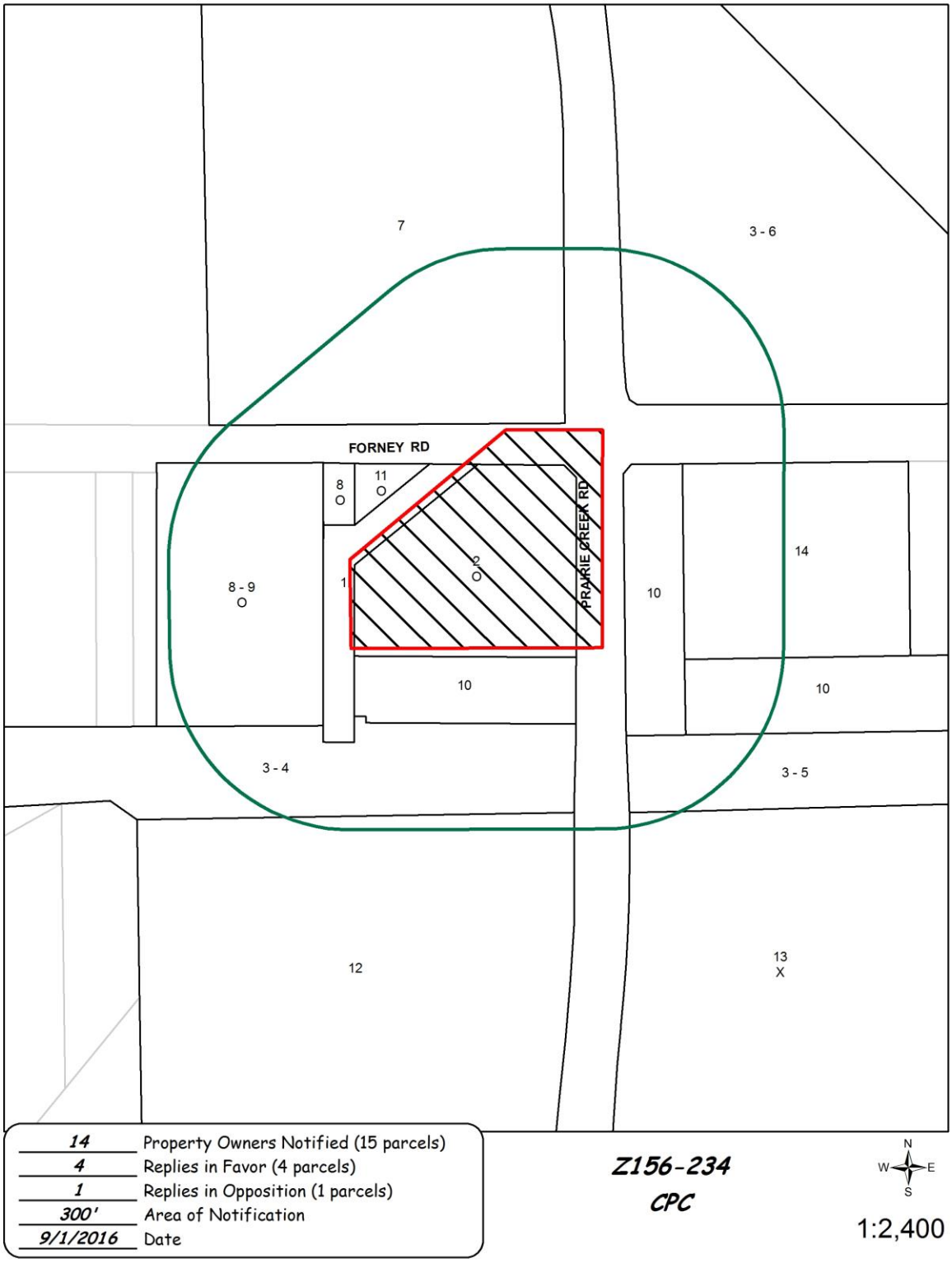
Speakers: None


BIG TOWN BLVD
City of Mesquite
SELDON WAY
N PRAIRIE CREEK RD
FORNEY RD
SAM HOUSTON RD
DUSTY CREEK LN
SUN FOREST DR
CYPRESS RIDGE LN
BLUE RAPIDS CT
SADDLEBACK DR
SMOKY HILL PASS
BIG PRAIRIE RIDGE CT
BIG CREEK TRL
EDDY SASS CT
Cedar Run
N PRAIRIE CREEK RD
CEDAR RUN DR
MULLINS LN
DAVID PHILLIPS ST
DUMFRIES DR
RUTHERGLEN DR
O B CROWE DR
PINEHAVEN DR
1:6,000
VICINITY MAP
Case no: Z156-234
Date: 8/16/2016


City of Mesquite
FORNEY RD
FORNEY RD
N PRAIRIE CREEK RD
N PRAIRIE CREEK RD
1:2,400
AERIAL MAP
Case no: Z156-234
Date: 8/16/2016


City of Mesquite
Warehouse
Vacant Land
Warehouse & Distribution-- Freight Terminal
FORNEY RD
FORNEY RD
N PRAIRIE CREEK RD
N PRAIRIE CREEK RD
Tool or equipment rental
Tool or equipment rental
D-1
LI
Cell Tower
Railroad
Vacant Land
Vacant Land
Z856-159
1:2,400
ZONING AND LAND USE
Case no: Z156-234
Date: 8/16/2016

CPC RESPONSES



08/31/2016

Reply List of Property Owners

Z156-234

14 Property Owners Notified 4 Property Owners in Favor 1 Property Owners Opposed

Reply	*Label #*	*Address*		*Owner*
	1	9202	FORNEY RD	COUNTY OF DALLAS
O	2	9124	FORNEY RD	WEST TEXAS REBAR PLACERS INC
	3	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
	4	9999	NO NAME ST	UNION PACIFIC RR CO
	5	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
	6	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
	7	1201	BIG TOWN BLVD	BAPTIST FOUNDATION OF TX
O	8	9090	FORNEY RD	GILLIS EDWARD T &
O	9	9090	FORNEY RD	GILLIS EDDIE
	10	4501	PRAIRIE CREEK RD	TEXAS UTILITIES ELEC CO
O	11	9124	FORNEY RD	GILLIS EDWARD TRAVIS & DEBORAH KAY GILLIS
	12	4401	PRAIRIE CREEK RD	DAL TILE CORP
X	13	4400	N PRAIRIE CREEK RD	DWL REAL ESTATE INC
	14	9208	FORNEY RD	BERRY MARK W &

AGENDA ITEM # 54

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 46 N

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Used District on property zoned an IM Industrial Manufacturing District on the east corner of Dawson Street and Jeffries Street
Recommendation of Staff: Denial
Recommendation of CPC: Approval
Z167-189(WE)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, APRIL 26, 2017**
ACM: Majed Al-Ghafry

FILE NUMBER: Z167-189(WE) **DATE FILED:** January 20, 2017

LOCATION: Dawson Street and Jeffries Street, east corner

COUNCIL DISTRICT: 7 **MAPSCO:** 46-N

SIZE OF REQUEST: Approx. 0.5 acre **CENSUS TRACT:** 204

APPLICANT: Keith Smith

OWNER: Robert Lancaster & Sam Leake

REPRESENTATIVE: Keith Smith

REQUEST: An application for an MU-1 Mixed Used District on property zoned an IM Industrial Manufacturing District.

SUMMARY: The purpose of this request is to allow for a single family dwelling to be developed on site. The applicant's intent is to have a work/live environment.

CPC RECOMMENDATION: **Approval**

STAFF RECOMMENDATION: **Denial**

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- The request site was built in 1963 and is currently being used as a warehouse. In 1984, the Building Official issued a certificate of occupancy (CO) for a job printing, lithographer, printing or blueprinting plant. In 2002, a CO was issued for a warehouse use.

- The applicant's request for an MU-1 Mixed Use District will allow for the construction of a single family dwelling adjacent to the warehouse. The applicant's intention is to provide a work/live environment.

- The surrounding land uses consist of commercial/ industrial type uses, warehouse, single family, auto related use and undeveloped tract of land. The property southeast of the request site is developed with a cellular tower and a church.

Zoning History: There has not been any zoning changes requested in the area during the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Dawson Street	Local	50 ft.	50 ft.
Jeffries Street	Local	50 ft.	50 ft.

Land Use:

	Zoning	Land Use
Site	IM	Warehouse
Northeast	IM	Auto related use
Southeast	IM	Cell tower, Church
Northwest	IM	Single Family, Warehouse
Southwest	IM, PDD No. 841	Undeveloped, Warehouse

Comprehensive Plan: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies supporting or opposing the request. The denial is based on the land use compatibility.

STAFF ANALYSIS:

Land Use Compatibility: The 0.5 acre site is developed with a one story, 4,250 square foot warehouse structure. The applicant is proposing to construct a single family dwelling adjacent to the warehouse to establish a work/live environment. Currently the applicant has a certificate of occupancy for a warehouse.

The surrounding land uses consist of commercial/ industrial type uses, warehouse, single family, auto related use and undeveloped tract of land. The property southeast of the request site is developed with a cellular tower and a church.

The proposed MU-1 Mixed Use District allows for the development of moderate density retail, office, and/or multifamily residential uses in combination on single or contiguous building sites. Staff recommends denial of the applicant's request for an MU-I District because the development pattern and character of the area is predominately industrial in nature. Since 1965, the area has been zoned an Industrial District.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
IM - existing Industrial manufacturing	15' 0' on minor	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	110' 8 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
MU-1- proposed Mixed use-1	15'	20' adjacent to residential OTHER: No Min.	0.8 FAR base 1.0 FAR maximum + bonus for residential	90' 7 stories 120' 9 stories with retail	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential

Landscaping: Landscaping of any development will be in accordance the attached landscape plan.

CPC Action (March 16, 2017)

Motion: It was moved to recommend **approval** of an MU-1 Mixed Used District on property zoned an IM Industrial Manufacturing District on the east corner of Dawson Street and Jeffries Street.

Maker: Mack
Second: Jung
Result: Carried: 12 to 1

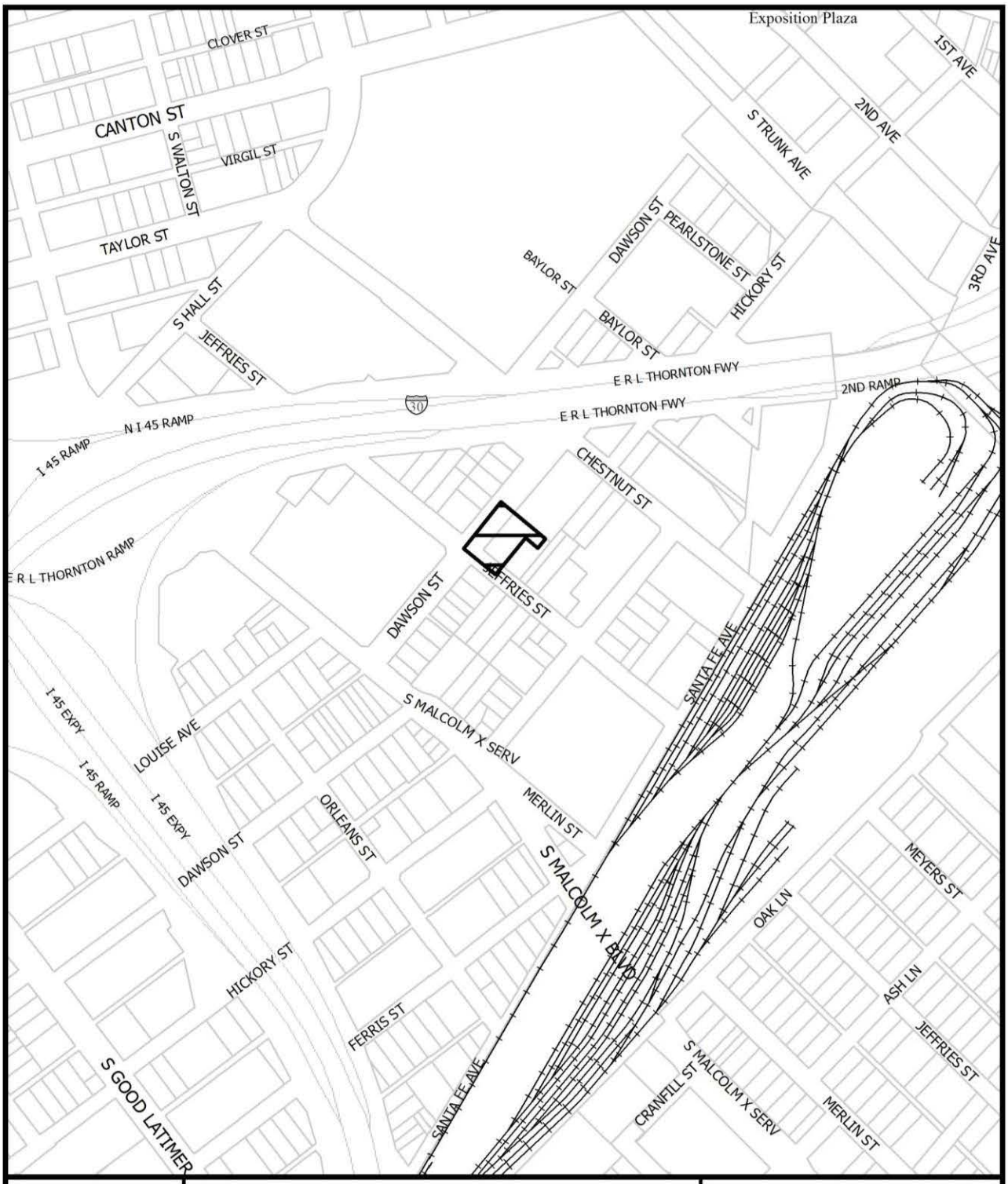
For: 12 - Anglin, Houston, Davis, Shidid, Anantasomboon, Mack, Jung, Housewright, Schultz, Peadon, Murphy, Tarpley

Against: 1 - Rieves
Absent: 1 - Haney
Vacancy: 0
Conflict: 1 - Ridley

Notices: Area: 200 Mailed: 21
Replies: For: 1 Against: 1

Speakers: For: Keith Smith, 2900 Dawson St., Dallas, TX, 75226
Mary Fehler, 1510 McKee St., Dallas, TX, 75215
Hansel Von Quenzer, 2915 Santa Fe Ave., Dallas, TX, 75226

Against: None


Exposition Plaza
CLOVER ST
CANTON ST
S WALTON ST
VIRGIL ST
TAYLOR ST
S HALL ST
JEFFRIES ST
BAYLOR ST
DAWSON ST
PEARLSTONE ST
HICKORY ST
S TRUNK AVE
1ST AVE
2ND AVE
3RD AVE
E R L THORNTON FWY
2ND RAMP
I 45 RAMP
N I 45 RAMP
E R L THORNTON RAMP
CHESTNUT ST
JEFFRIES ST
DAWSON ST
SANTA FE AVE
S MALCOLM X SERV
LOUISE AVE
I 45 EXPY
I 45 RAMP
MERLIN ST
ORLEANS ST
S MALCOLM X BLVD
MEYERS ST
OAK LN
ASH LN
JEFFRIES ST
HICKORY ST
FERRIS ST
S GOOD LATTIMER
CRANFILL ST
S MALCOLM X SERV
MERLIN ST
1:4,800
VICINITY MAP
Case no: Z167-189
Date: 2/15/2017

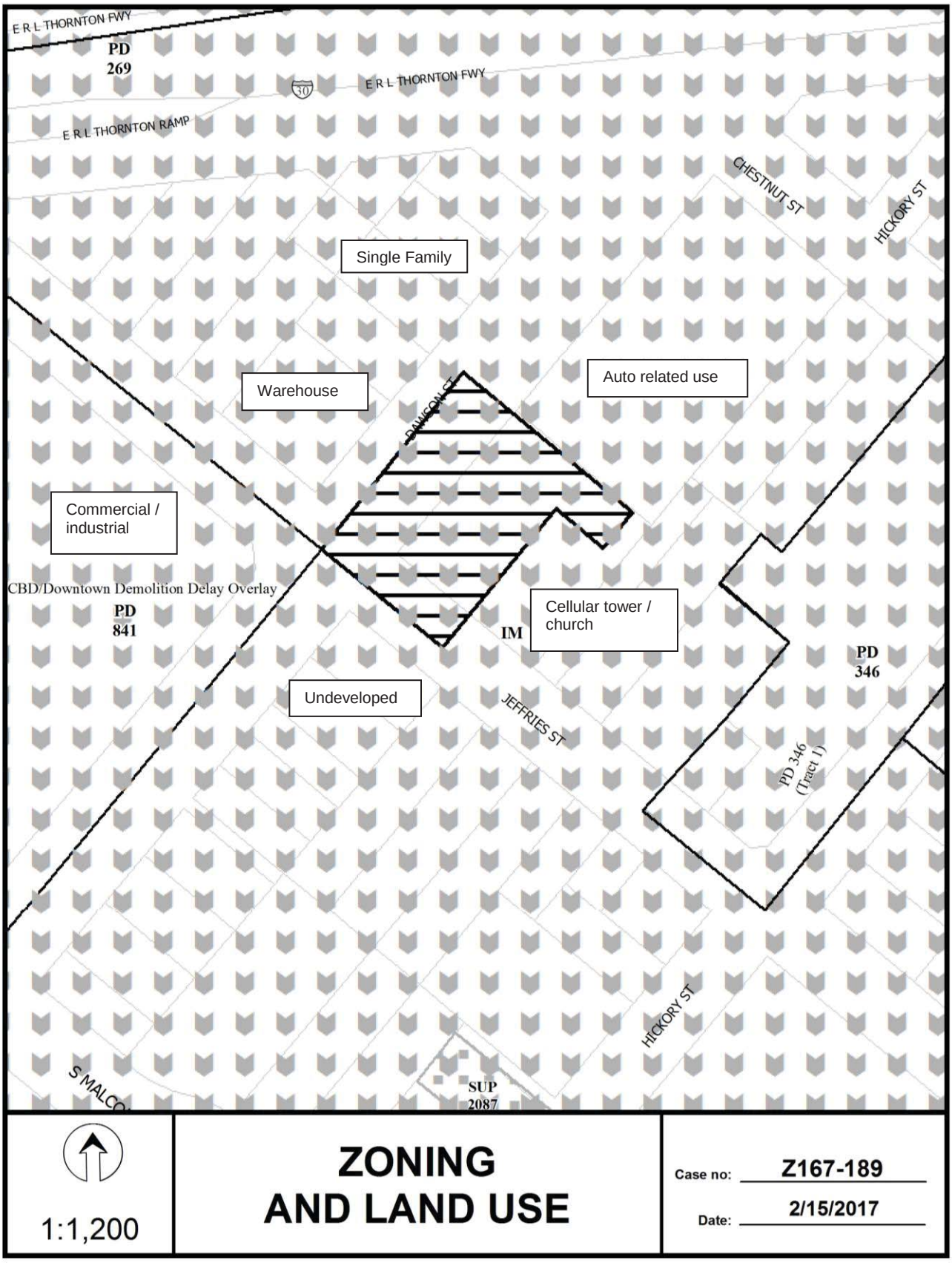


1:1,200

AERIAL MAP

Case no: Z167-189

Date: 2/15/2017


E R L THORNTON FWY
PD 269
E R L THORNTON FWY
E R L THORNTON RAMP
CHESTNUT ST
HICKORY ST
Single Family
Warehouse
Auto related use
DWIGGINS CT
Commercial / industrial
CBD/Downtown Demolition Delay Overlay
PD 841
IM
Cellular tower / church
PD 346
Undeveloped
JEFFRIES ST
PD 346 (Tract 1)
HICKORY ST
S MALCO
SUP 2087
1:1,200
ZONING AND LAND USE
Case no: Z167-189
Date: 2/15/2017

CPC RESPONSES



21	Property Owners Notified (27 parcels)
1	Replies in Favor (1 parcels)
1	Replies in Opposition (1 parcels)
200'	Area of Notification
3/16/2017	Date

Z167-189
CPC

N
W E
S

1:1,200

Notification List of Property Owners

Z167-189

21 Property Owners Notified 1 Property Owners in Favor 1 Property Owners Opposed

Reply	Label #	Address		Owner
O	1	2900	DAWSON ST	LANCASTER ROBERT P &
	2	2960	E R L THORNTON FWY	SMITH MARGUERITE M
	3	2917	DAWSON ST	JAMAICA ROBERT
	4	2921	DAWSON ST	JAMAICA ROBERT & EVA
	5	2913	DAWSON ST	MORENO AUGUSTINE M
	6	2911	DAWSON ST	JAMAICA RAFAEL JR &
	7	1624	JEFFRIES ST	MUHAMED MULAT
	8	1616	JEFFRIES ST	HENDERSON WADE
	9	2814	DAWSON ST	CRABTREE J M EST
	10	2826	DAWSON ST	ALLIED ROOFING OF TEX INC
	11	2816	DAWSON ST	TOVAR DOMINGA &
	12	2818	DAWSON ST	GRAVES PROPERTIES LLC
	13	2822	DAWSON ST	JACQUELINE LORRAINE SNEED
	14	1715	JEFFRIES ST	HERNANDEZ ALLEN ET AL
	15	1711	JEFFRIES ST	GRAVES PROPERTIES INC
	16	1717	JEFFRIES ST	KIRK SHEET METAL CO INC
X	17	1703	CHESTNUT ST	SAFAVIMATIN PARVIN
	18	1715	CHESTNUT ST	SOLOMON GERALD
	19	1719	CHESTNUT ST	SOLOMON GERALD
	20	1610	S MALCOLM X BLVD	CDM CENTER OF HOPE INC
	21	2929	HICKORY ST	SHELTER MINISTRIES OF

AGENDA ITEM # 55

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 26, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 46 P; Q

SUBJECT

A public hearing to receive comments regarding an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard

Recommendation of Staff: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions

Recommendation of CPC: Denial without prejudice

Z156-335(WE)

Note: This item was considered by the City Council at public hearings on January 25, 2017 and February 22, 2017, and was deferred until April 26, 2017, with the public hearing open

HONORABLE MAYOR & CITY COUNCIL WEDNESDAY, APRIL 26, 2017
ACM: Majed Al-Ghafry

FILE NUMBER:	Z156-335(WE)	**DATE FILED:**	August 15, 2016
LOCATION:	Northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard		
COUNCIL DISTRICT:	7	**MAPSCO:**	46P, 46Q
SIZE OF REQUEST:	Approx. 2,250 sq. ft.	**CENSUS TRACT:**	203

APPLICANT:	SBA 2012 TC Assets, LLC
OWNER:	Rickey A. Williams
REPRESENTATIVE:	Jacob Hamilton

REQUEST: An application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District.

SUMMARY: The purpose of this request is to allow for an existing cellular tower to remain on site. The previous Specific Use Permit expired.

CPC RECOMMENDATION: **Denial without prejudice**

STAFF RECOMMENDATION: **Approval** for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions.

DESIGNATED ZONING CASE

BACKGROUND INFORMATION:

- The applicant's request for a Specific Use Permit for a tower/antenna for cellular communication will allow for the continued operation of the cellular communication at this location. The applicant did not renew the Specific Use Permit.

- On February 14, 2001, the City Council approved a Specific Use Permit for a tower/antenna for cellular communication for a ten year period with eligibility for automatic renewals for additional ten-year periods.

- The previous Specific Use Permit allowed the tower to be 78 feet, which is below the projected residential proximity slope by 41.63 feet. The nearest residential subdistrict is approximately 275.63 feet northeast of the request site.

- The current height of the tower /antenna for cellular communication is 78 feet.

- The request site is adjacent to a general merchandise or food store to the northwest, and a retail use to the northeast. The property southwest of the request site is undeveloped.

Zoning History: There has not been any zoning changes request in the area for the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Pennsylvania Avenue	Local	50 ft.	50 ft.

Land Use:

	Zoning within PD No. 595	Land Use
Site	CC Subdistrict	Cellular tower
Northeast	CC Subdistrict	Retail
Southeast	CC Subdistrict w/H/109	Office, Surface parking
Southwest	CC Subdistrict	Undeveloped
Northwest	CC Subdistrict	General merchandise or food store

COMPREHENSIVE PLAN: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies supporting or opposing the request.

STAFF ANALYSIS:

Land Use Compatibility: The 2,250 square foot site is developed with a 78-foot high unmanned telecommunication facility (monopole tower). The applicant's request for a Specific Use Permit for a tower/antenna for cellular communication will allow for the continued operation of the existing tower. The CR Community Retail District permits, by right, a maximum height of 65 feet for a cellular tower. In February 2001, the City Council approved a Specific Use Permit for a tower/antenna for cellular communication with a maximum height of 78 feet, complying with the residential proximity slope.

In September 2011, the City Council approved Planned Development District No. 595 which changed the zoning district from a CR Community Retail District to a CC Community Commercial Subdistrict. The Development Code allows an unmanned telecommunication facility (monopole tower) to exceed the maximum height of 65 feet by a Specific Use Permit.

The request site is adjacent to a general merchandise or food store to the northwest, and a retail use to the northeast. The property southwest of the request site is undeveloped.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The applicant's request is consistent with the intent of the Dallas Development Code, because the height of the monopole is within the required residential proximity slope. In addition, the cellular tower is located on a block that is developed with retail uses. The tower/antenna for cellular communication will enhance the vital communication service throughout the area. Also, the use does not generate any traffic and a chain linked fence surrounds the site's perimeter. The applicant will provide shrubs around the

perimeter to screen a portion of the equipment. The City Plan Commission expressed concerns that the applicant was not complying with the standards that are associated with receiving a SUP and therefore, recommended denial of the applicant's request for a Specific Use Permit for a tower / antenna for cellular communication.

Development Standards:

SUBDISTRICT WITHIN PDD No. 595	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
CC Community commercial	0'	10' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.75 office 0.5 retail	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office, Utility and public service

Landscaping: The request will not trigger any landscaping requirements because the applicant is not increasing the existing floor area. However, staff is recommending the applicant plant a row of hedges around the site's perimeter to screen the equipment.

The comply with the landscaping requirements for Specific Use Permit No. 1436, the applicant had to provide a six-foot chain link fence around the site's perimeter. Any additional landscaping was not required.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not impact the surrounding street system for the proposed development.

Parking: Parking will be provided in accordance to the parking requirements in the Dallas Development Code, as amended, which is one space if the cellular communication tower/antenna has an auxiliary building housing electronic and communication equipment ("auxiliary building") greater than a 120 square feet. The applicant is providing one space on site.

Notification Area: On January 13, 2016, the City Council approved an amendment to the Development Code regarding tower/antenna for cellular communication use. One provision pertains to the notification area which requires written notification to the public hearing on an application for an SUP for a tower/antenna for cellular communication to all real property within 500 feet of the building site on which the tower/ antenna for cellular communication will be located.

The SUP will be placed on the entire lot instead of the specific location area of the tower/antenna for cellular communication as a result of the amendment.

CPC Action (November 10, 2016)

Motion I: In considering an application for a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard, it was moved to **hold** this case under advisement until December 1, 2016.

Maker: Houston
Second: Peadon
Failed: Carried: 5 to 9

For: 5 - Rieves, Houston, Shidid, Jung, Peadon

Against: 9 - Anglin, Davis, Anantasomboon, Haney, Housewright, Schultz, Murphy, Ridley, Tarpley
Absent: 0
Vacancy: 1 - District 7

Motion II: It was moved to recommend **denial without prejudice** of a Specific Use Permit for a tower/antenna for cellular communication on property zoned a CC Community Commercial Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District on the northwest line of Pennsylvania Avenue, southwest of J.B. Jackson Jr. Boulevard, due to non-compliance with Section 51A-4.219 of the Dallas Development Code.

Maker: Davis
Second: Schultz
Result: Carried: 9 to 5

For: 9 - Anglin, Rieves, Davis, Anantasomboon, Haney, Housewright, Schultz, Murphy, Ridley

Against: 5 - Houston, Shidid, Jung, Peadon, Tarpley
Absent: 0
Vacancy: 1 - District 7

Notices: Area: 500 Mailed: 56
Replies: For: 0 Against: 0

Speakers: For: Patrick Hardage, 4193 Wilada Dr., Dallas, TX, 75220
Against: None

LIST OF OFFICERS
SBA 2012 TC Assets, LLC

- Thomas P. Hunt Director, President
- Jeffery A. Stoops Senior Vice President
- Jason Silberstein Secretary

PROPOSED SUP CONDITIONS

1. **USE:** The only use authorized by this specific use permit is a tower/antenna for cellular communication.

2. **SITE PLAN:** Use and development of the Property must comply with the attached site plan and elevation.

3. **TIME LIMIT:** This specific use permit expires on (ten years from the passage of the ordinance), but is eligible for automatic renewal for additional 10-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced.)

4. **COMMUNICATION TOWER:** Any antenna cells mounted on the tower/antenna for cellular communication must be mounted and any future co-location cells must be of the same type.

5. **FENCE:** A minimum six-foot fence must be provided in the location shown on the attached site plan.

6. **HEIGHT:** The tower/antenna for cellular communication may not exceed 78 feet in height.

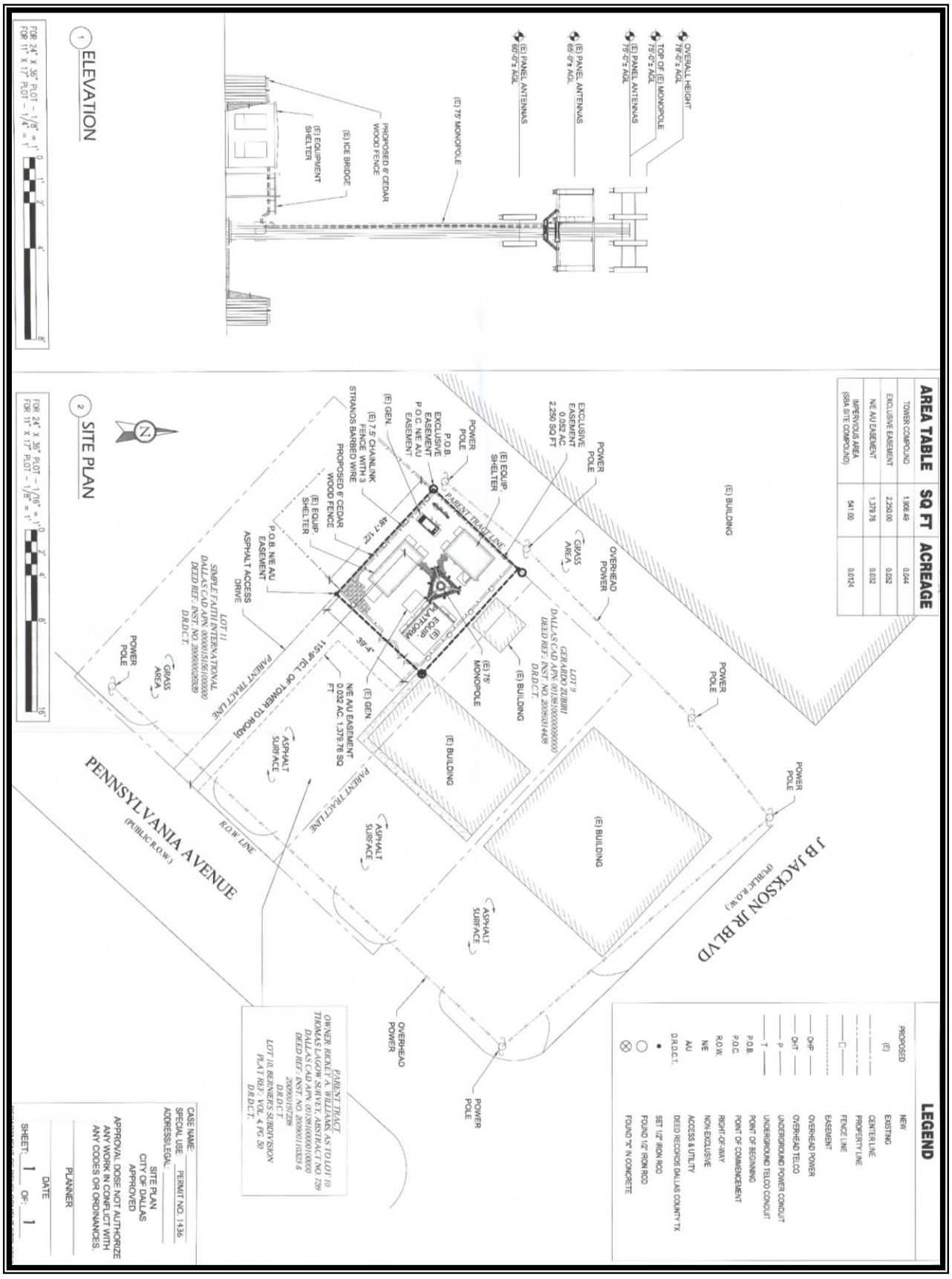
7. **SCREENING:** A maximum of a three foot hedgerow must be planted and in place around the perimeter of the site (two years from the passage of the ordinance).

8. **SHARED USE WITH OTHER CARRIERS**: Any tower/antenna for cellular communication over 65 feet in height must be constructed to support the antenna arrays for at least two other wireless communications carriers, and the tower/antenna for cellular communication must be made available to other carriers upon reasonable terms.

9. **MAINTENANCE:** The Property must be properly maintained in a state of good repair and neat appearance.

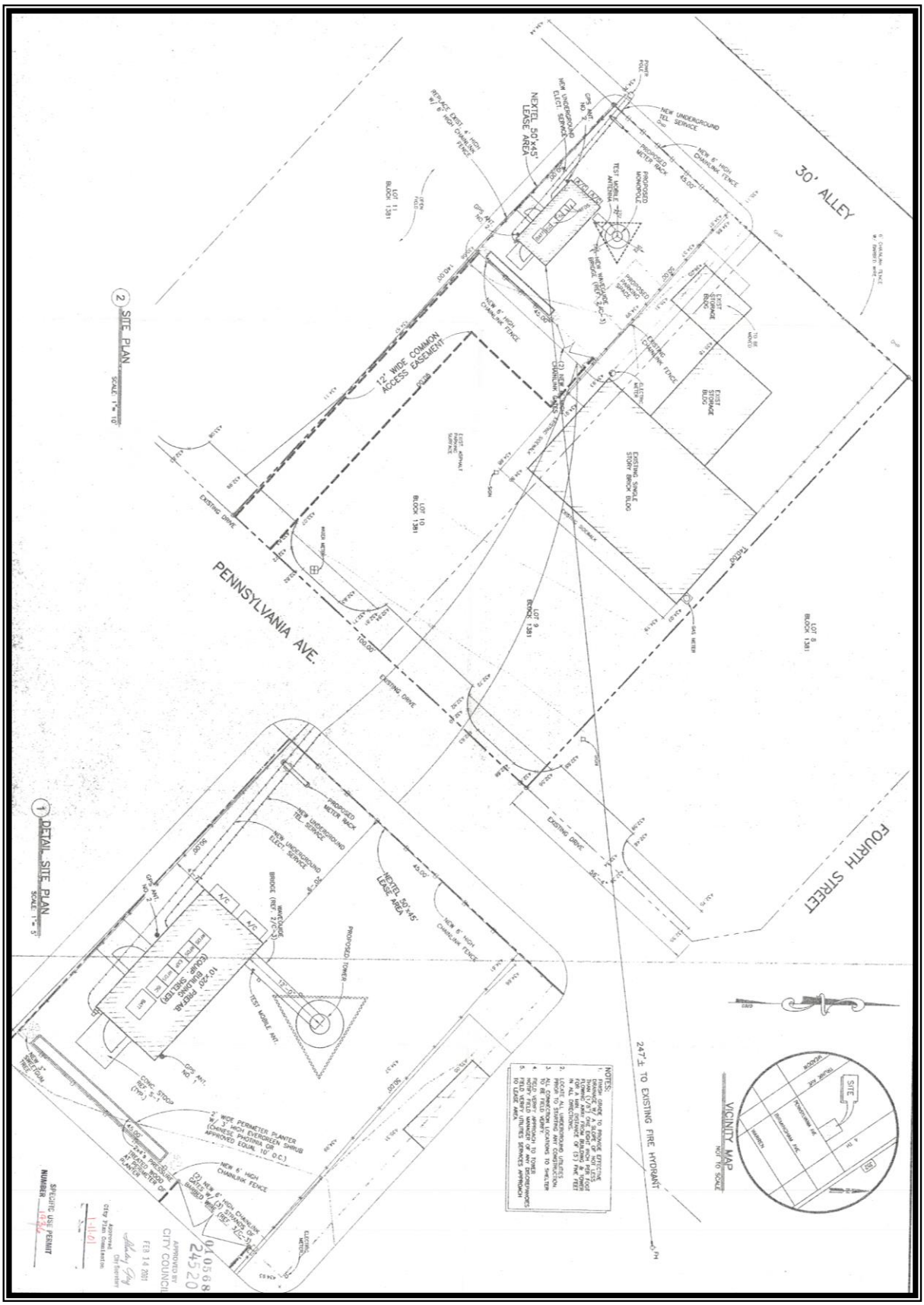
10. **GENERAL REQUIREMENTS:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

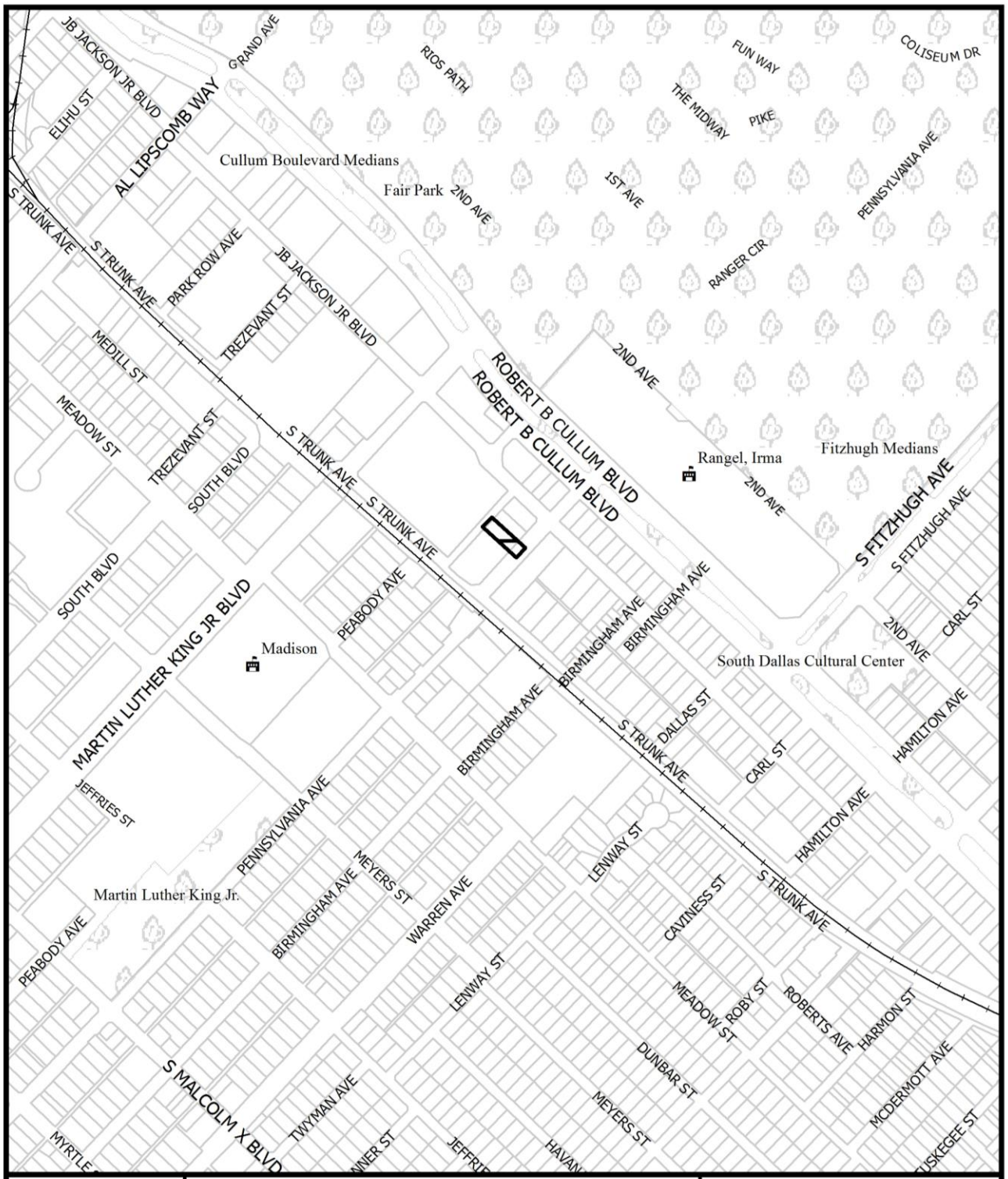
PROPOSED SITE PLAN



APPROVED SITE PLAN

February 14, 2001





1:6,000

VICINITY MAP

Case no: Z156-335

Date: 10/6/2016

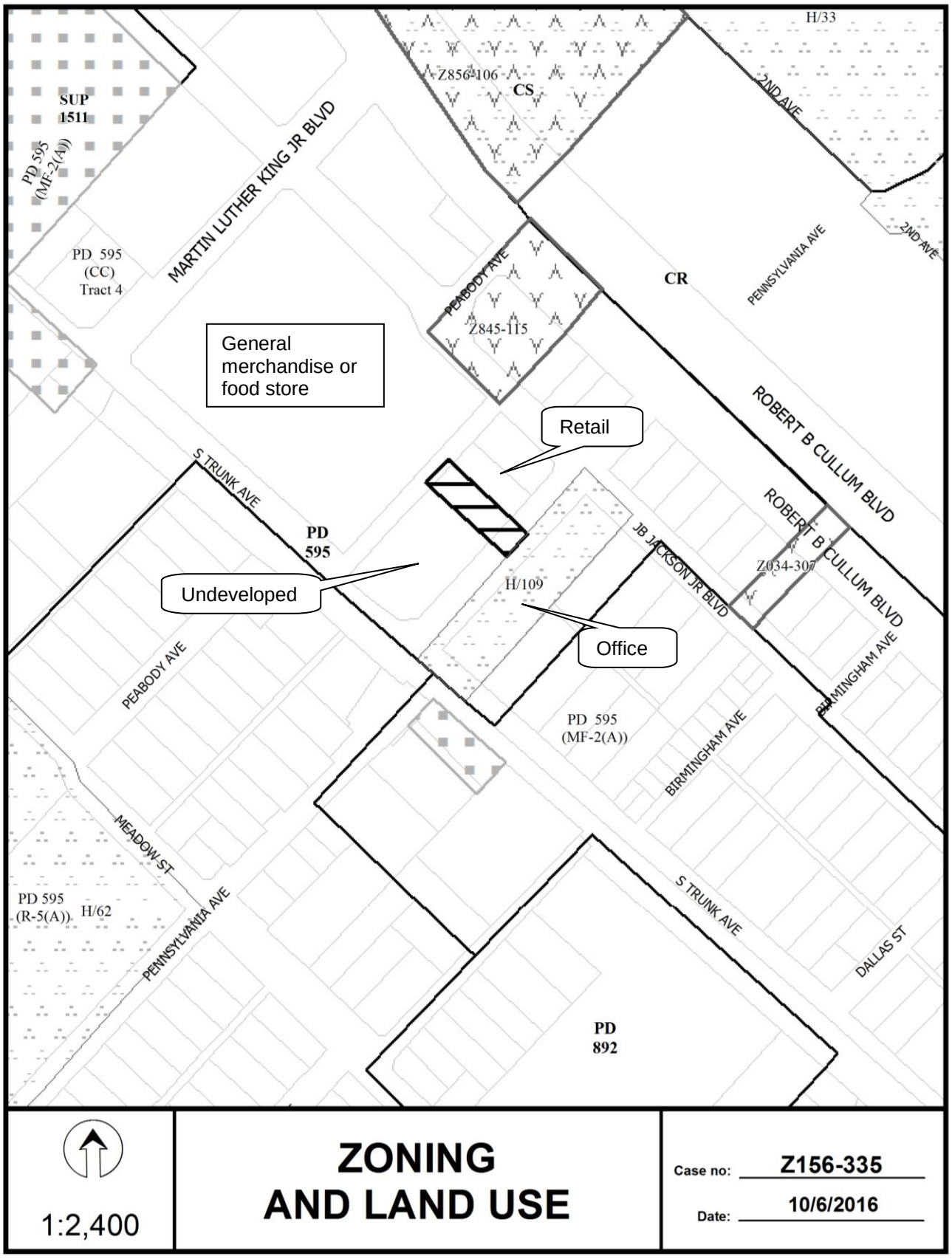


1:2,400

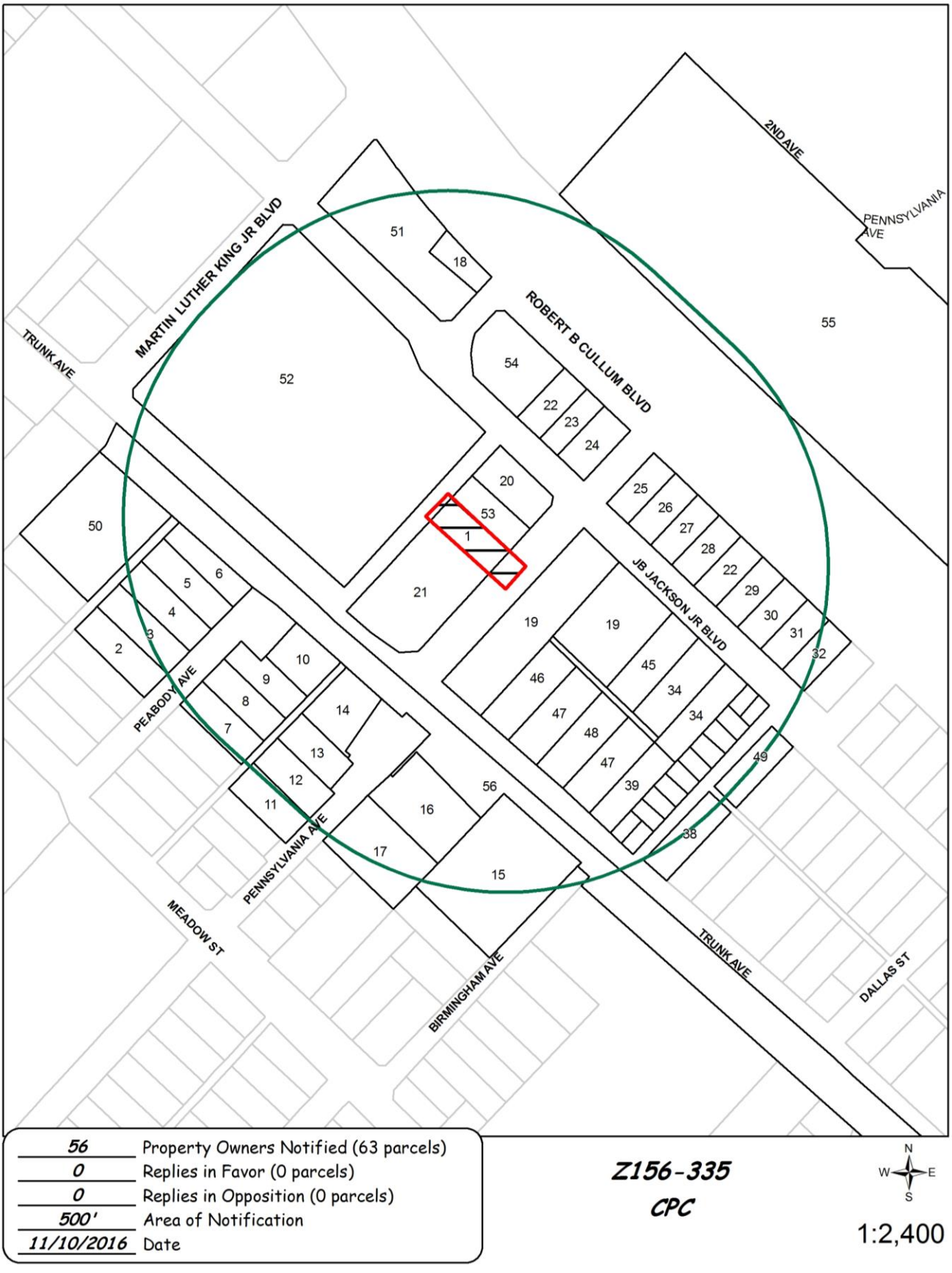
AERIAL MAP

Case no: Z156-335

Date: 10/6/2016


SUP 1511
PD 595 (MF-2(A))
PD 595 (CC) Tract 4
MARTIN LUTHER KING JR BLVD
Z856-106
CS
H/33
2ND AVE
2ND AVE
PENNSYLVANIA AVE
CR
PEABODY AVE
Z845-115
General merchandise or food store
Retail
ROBERT B CULLUM BLVD
S TRUNK AVE
PD 595
Undeveloped
H/109
JB JACKSON JR BLVD
Z034-307
ROBERT B CULLUM BLVD
Office
PEABODY AVE
BIRMINGHAM AVE
PD 595 (MF-2(A))
BIRMINGHAM AVE
MEADOW ST
PD 595 (R-5(A))
H/62
PENNSYLVANIA AVE
S TRUNK AVE
DALLAS ST
PD 892
1:2,400
ZONING AND LAND USE
Case no: Z156-335
Date: 10/6/2016

CPC RESPONSES



Notification List of Property

Z156-335

56 Property Owners Notified 0 Property Owners in Favor 0 Property Owners Opposed

Reply	*Label #*	*Address*		*Owner*
	1	3223	PENNSYLVANIA AVE	WILLIAMS RICKEY A
	2	3113	PEABODY AVE	JBIII INVESTMENT INC
	3	3117	PEABODY AVE	JONES EMMA M
	4	3121	PEABODY AVE	BLANCO ROSA
	5	3125	PEABODY AVE	BLOW DON
	6	3131	PEABODY AVE	BLOW DON WAYNE
	7	3116	PEABODY AVE	PERALTA JUAN BENITEZ
	8	3122	PEABODY AVE	DECKARD ROSETTA & NATHANIEL
	9	3126	PEABODY AVE	DALLAS AREA RAPID TRANSIT
	10	3130	PEABODY AVE	DART
	11	3113	PENNSYLVANIA AVE	LEWIS JOHN A SR
	12	3117	PENNSYLVANIA AVE	MCMILLAN WILLIE EDWARD
	13	3121	PENNSYLVANIA AVE	GUERRA EMMANUEL
	14	3125	PENNSYLVANIA AVE	HUNTER DANNY J
	15	3131	BIRMINGHAM AVE	MULTIPLE STREAMS OF GRACE
	16	3128	PENNSYLVANIA AVE	SETTLES C L
	17	3116	PENNSYLVANIA AVE	TWO PODNERS
	18	1507	ROBERT B CULLUM BLVD	OTIS SCRUGGS
	19	3224	PENNSYLVANIA AVE	MITCHEM DERRICK
	20	3227	PENNSYLVANIA AVE	EJIGU HAILU &
	21	3203	PENNSYLVANIA AVE	SIMPLE FAITH
	22	1715	ROBERT B CULLUM BLVD	HOLMES RONNIE L
	23	1618	J B JACKSON JR BLVD	YELDELL CLAUD JR
	24	1620	J B JACKSON JR BLVD	ASKEW MATTIE LEE
	25	1702	J B JACKSON JR BLVD	HALL EMMA ESTATE OF
	26	1704	J B JACKSON JR BLVD	BROWN EARL RICHARD
	27	1710	J B JACKSON JR BLVD	HARRIS & HARRIS PPTIES LLC

11/09/2016

Reply	*Label #*	*Address*		*Owner*
	28	1712	J B JACKSON JR BLVD	BEDFORD L A JR
	29	1718	J B JACKSON JR BLVD	BEDFORD L A JR
	30	1720	J B JACKSON JR BLVD	F & S PROPERTIES LLC
	31	1722	J B JACKSON JR BLVD	SMITH CHRISTINE
	32	1724	J B JACKSON JR BLVD	GREAT WESTERN FINCL SERV
	33	3213	BIRMINGHAM AVE	ALEXANDER BURLEE
	34	1725	J B JACKSON JR BLVD	EQUABLE INVESTMENT CORP
	35	1732	TRUNK AVE	R M W DEV INC
	36	3217	BIRMINGHAM AVE	MARTINEZ CHRISTINA
	37	3203	BIRMINGHAM AVE	DALLAS BLACK CHAMBER
	38	1733	J B JACKSON JR BLVD	GARTH ARKIT
	39	1722	TRUNK AVE	DALLAS BLACK CHAMBER
	40	1731	J B JACKSON JR BLVD	GARTH ARKIT
	41	3209	BIRMINGHAM AVE	MAY ALONZA
	42	3215	BIRMINGHAM AVE	NASH MILDRED
	43	3211	BIRMINGHAM AVE	STRINGER JERRY R
	44	1730	TRUNK AVE	MURRAY EUNICE
	45	1719	J B JACKSON JR BLVD	HUDSON JOE
	46	1708	TRUNK AVE	JUSGO INC
	47	1712	TRUNK AVE	SIMPLE FAITH INTERNATIONAL
	48	1716	TRUNK AVE	WAGONER ROBERT ETAL
	49	1801	J B JACKSON JR BLVD	MASON ARKIT EUGENE
	50	3116	MARTIN LUTHER KING JR BLVD	RESOURCES ASSISTANTS CORP
	51	3300	MARTIN LUTHER KING JR BLVD	NCNB TEXAS NATIONAL BANK
	52	3230	MARTIN LUTHER KING JR BLVD	2ML REAL ESTATE INTEREST INC
	53	3223	PENNSYLVANIA AVE	ZUBIRI GERARDO SR
	54	1707	ROBERT B CULLUM BLVD	MAVRICK DEVELOPMENT CORPORATION
	55	1718	ROBERT B CULLUM BLVD	Dallas ISD
	56	401	S BUCKNER BLVD	DART