

**STRATEGIC PRIORITY:** Quality of Life

**AGENDA DATE:** May 23, 2018

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Park & Recreation Department

**CMO:** Willis Winters, 670-4071

**MAPSCO:** Various

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**SUBJECT**

Authorize a three-year Interlocal Agreement with Grand Prairie Independent School District for transportation services - Not to exceed \$822,243 – Financing: General Funds (subject to annual appropriations)

**BACKGROUND**

Beginning May 1, 2018 through April 30, 2021, the following divisions of the Park and Recreation Department will utilize the bus services: Recreation Services, Senior Program Division, Special Services, Community Development Block Grant, Youth Services, After-School Program, and Send-A-Kid-to-Camp sites.

State law authorizes the procurement of services provided by another subdivision of the State without submitting the contract for competitive bidding. This may be accomplished by means of an Interlocal Agreement approved by the City Council.

The City of Dallas has contracted with Dallas Independent School District since 1988 to provide economical transportation for the participants in the summer programs and activities of the Park and Recreation Department. In November 2017, Dallas County voters elected to dissolve Dallas County Schools and all services rendered by this vendor. Therefore, the Park and Recreation Department is currently without bus transportation services for our recreational programs and events.

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

On May 3, 2018, the Park and Recreation Board authorized a three-year Interlocal Agreement with Grand Prairie Independent School District for transportation services.

Information about this item will be provided to the Quality of Life, Arts and Culture Committee on May 14, 2018.

**FISCAL INFORMATION**

General Funds - \$822,243 (subject to annual appropriations)

May 23, 2018

**WHEREAS**, Chapter 791 of the Texas Government Code and Texas Transportation Code Chapter 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

**WHEREAS**, Grand Prairie Independent School District provides bus services to the students of the Grand Prairie public schools; and

**WHEREAS**, the City of Dallas and Grand Prairie Independent School District desire to enter into a three-year Interlocal Agreement to provide transportation to participants of various programs and activities of the Park and Recreation Department.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign a three-year Interlocal Agreement with Grand Prairie Independent School District, approved as to form by the City Attorney, for transportation services, in an amount not to exceed \$822,243.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a three-year Interlocal Agreement with Grand Prairie Independent School District, 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 \$822,243 (subject to annual appropriations) to Grand Prairie Independent School District, in accordance with the terms and conditions of the Interlocal Agreement from Fund 0001, Department PKR, Unit 5071, Object 3060, Activity PK09, Encumbrance/Contract No. PKR-2018-00006424, Vendor VS97758.

**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.

**STRATEGIC PRIORITY:** Quality of Life

**AGENDA DATE:** May 23, 2018

**COUNCIL DISTRICT(S):** 2, 14

**DEPARTMENT:** Park & Recreation Department  
Department of Public Works

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

**MAPSCO:** 45 L P Q

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**SUBJECT**

Authorize **(1)** a development and funding agreement with Pacific Plaza LLC, Harwood Park LLC, West End Plaza Park LLC, Carpenter Park LLC and Parks for Downtown Dallas (collectively referred to as Developer) for the proposed downtown parks, including Pacific Plaza, Harwood Park, Carpenter Park and West End Plaza; **(2)** land acquisition for West End Plaza in an amount not to exceed \$8,600,000; **(3)** land acquisition for Harwood Park for up to the amount of Developer’s purchase price, not to exceed \$11,787,216; **(4)** the City, through its Park and Recreation Department, to use any remaining portion of the City’s Pacific Plaza environmental allocation for West End Plaza, Harwood Park, and Carpenter Park; and **(5)** waiving the percentage for public art required by the Public Art Ordinance for the 2017 Bond Funds for Downtown Parks – Not to exceed \$20,387,216 - Financing: 2006 Bond Funds (\$4,429,623) and 2017 Bond Funds (\$15,957,593)

**BACKGROUND**

The 2013 Downtown Parks Master Plan Update includes the following parks: Carpenter Park, Harwood Park, Pacific Plaza and West End Plaza. On March 22, 2017, City Council authorized the terms for the Development Agreement between the Pacific Plaza LLC and Parks for Downtown Dallas collectively the “Developer” and the City for the design and construction of a public park currently named Pacific Plaza; an Operating Endowment Agreement between the City and Developer by Resolution No. 17-0494. These Pacific Plaza agreements will remain in place.

## **BACKGROUND** (continued)

This action will authorize **(1)** a development and funding agreement with Pacific Plaza LLC, Harwood Park LLC, West End Plaza Park LLC, Carpenter Park LLC and Parks for Downtown Dallas (collectively referred to as Developer) for the proposed downtown parks, including Pacific Plaza, Harwood Park, Carpenter Park and West End Plaza; **(2)** land acquisition for West End Plaza in an amount not to exceed \$8,600,000.00; **(3)** land acquisition for Harwood Park for up to the amount of Developer's purchase price, not to exceed \$11,787,216.00; **(4)** the City, through its Park and Recreation Department, to use any remaining portion of the City's Pacific Plaza environmental allocation for West End Plaza, Harwood Park, and Carpenter Park; and **(5)** waiving the percentage for public art required by the Public Art Ordinance for the 2017 Bond Funds for Downtown Parks.

Following are the proposed deal points for the Development and Funding Agreement and information concerning land acquisition:

### **General**

- Agreement includes the development and funding of the parks outlined in the 2013 Downtown Parks Master Plan Update
- Term of agreement: Commence on execution and terminate one year after completion of construction and issuance of final acceptance letter from City for the parks

### **Funding**

- Developer shall fund the balance of its \$44,100,000.00 commitment toward the development of the parks plus \$1,000,000.00 towards an operating endowment for Pacific Plaza
- Developer shall fund 100 percent of the design and construction of Pacific Plaza, per the Pacific Plaza Development Agreement and \$1,000,000.00 towards an operating endowment, per the Operating Endowment Agreement
- City shall fund \$35,000,000.00 in proceeds from the 2017 Bond Program and approximately \$4,400,000.00 from the 2006 Bond Program towards land acquisition and the development of Carpenter Park, Harwood Park and West End Plaza
  - The \$35,000,000.00 in 2017 Bond Funds requires a \$35,000,000.00 match from Developer
  - The amount that Developer has already spent on the parks and West End Plaza can apply towards the match funding requirement
- Any proceeds City earns from parking and building rentals on the West End Plaza and Harwood Park properties after the City's acquisition, may be used for the benefit of the parks: Carpenter Park, Harwood Park and West End Plaza

## **BACKGROUND** (continued)

### **Land Acquisition**

#### **Pacific Plaza and Carpenter Park**

- City currently owns the properties for Pacific Plaza and Carpenter Park

#### **West End Plaza**

- This item authorizes the acquisition of a tract of land located at 607 Corbin Street containing a total of approximately 34,000 square feet of land from West End Plaza Park LLC for West End Plaza. The total consideration for this acquisition is \$8,600,000.00. Funding is provided by 2006 and 2017 Bond Funds.
  - The 2006 Bond Funds for land acquisition for West End Plaza are not subject to a match funding requirement
- Developer will utilize the proceeds from the land acquisition for the design and development of West End Plaza and the two proposed downtown parks in accordance with the agreement.

#### **Harwood Park**

- Harwood Park LLC has acquired properties for Harwood Park (exclusive of Wood Street, which will be closed and vacated)
- City to acquire the Harwood Park properties from Harwood Park LLC utilizing 2017 Bond Funds
- Properties to be purchased up to the amount paid by the Harwood Park LLC, not to exceed \$11,787,216.00
- Developer will utilize the proceeds from the land acquisition for the design and development of Harwood Park and other proposed downtown parks in accordance with the agreement

### **Naming Opportunities**

- Developer reserves naming rights for Pacific Plaza, Harwood Park and West End Plaza, subject to Park and Recreation Board approval
  - A minimum of \$10,000,000.00 to name Pacific Plaza or Harwood Park
  - A minimum of \$5,000,000.00 to name West End Plaza
- Components of each park can be named subject to Developer and Park and Recreation Department Director's approvals
- Naming rights proceeds will be used only for the proposed downtown parks
  - First for construction of the parks and then for a permanent endowment fund

## **BACKGROUND** (continued)

### **Environmental**

- Required environmental clean-up of the Pacific Plaza, Harwood Park and Carpenter Park and West End Plaza sites, if needed, shall be the responsibility of the City, up to \$2,000,000.00
  - Typically, the City is responsible for environmental remediation of their properties
  - Pacific Plaza agreement allowed for up to \$2,000,000.00 of City funds for environmental remediation for that park
  - In this Agreement, the balance of the \$2,000,000.00 in City funds approved for Pacific Plaza could also be utilized for Harwood Park, West End Plaza and Carpenter Park for costs associated with environmental remediation and required reports
- A Phase 1 Environmental Assessment of each of the sites has been completed

### **Design and Construction Responsibilities**

- LLCs formed by Developer will manage the design and construction of each park
  - Subject to the City Representative's review and approval
  - Park and Recreation Department Director (or Director's designee) to serve as City's representative for this agreement
- For City bond-funded costs, City will procure construction contracts in accordance with all applicable laws and assign said contracts, upon award, to Developer to manage
  - For Carpenter Park, Harwood Park and West End Plaza, as an alternative, City can reimburse Developer for up to 30 percent of the public improvement costs, in accordance with state law developer participation requirements
- Any contracts entered into by LLCs formed by Developer related to agreements for design or construction of the parks, shall:
  - Comply with the City's Business Inclusion and Development Plan (BID Plan) to facilitate M/WBE participation
  - Developer to provide reports to the City on their good faith efforts to comply with the BID Plan
  - Contain insurance provisions with limits acceptable to the City
  - Release, indemnify and hold the City harmless
  - Obligate the contractor or firm to comply with all applicable state, federal, and local laws
- City representative will review and approve design development and construction documents
- City representative has right to inspect construction
- After completion of construction and acceptance by the City representative, each park will be turned over to the City for maintenance and operation

## **BACKGROUND** (continued)

### **Dedication as Parks**

- To the extent allowed by law, on or about the issuance of the Final Acceptance Letter applicable to each park, the City shall take all required actions to dedicate such park and its use as a public park under applicable law for the citizens of Dallas.

### **Public Art**

- The expenditures by Developer in an estimated amount of \$1,250,000.00 for the artwork at Carpenter Park shall satisfy the percentage assessment for public art requirement in the Public Art Ordinance for both the private and 2017 Bond Program funding. Staff recommends that the percentage for public art for the 2017 Bond Funds for the proposed downtown parks be waived, as a result and that the City Manager recommend to the City Council such waiver pursuant to the Code.

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

On March 22, 2017, City Council authorized approval of the terms for the Development Agreement between the Pacific Plaza LLC and Parks for Downtown Dallas collectively the “Developer” and the City for the design and construction of a public park currently named Pacific Plaza; and approval of an Operating Endowment Agreement between the City and Developer; and recommendation for approval of both the Development and Operating Endowment Agreements, as approved as to form by the City Attorney's Office by Resolution No. 17-0494.

On April 19, 2018, the Park and Recreation Board was briefed regarding the Downtown Dallas Proposed Parks Development and Funding Agreement.

On May 3, 2018, the Park and Recreation Board authorized a development and funding agreement with Pacific Plaza LLC, Harwood Park LLC, West End Plaza Park LLC, Carpenter Park LLC and Parks for Downtown Dallas (collectively referred to as Developer) for the proposed downtown parks, including Pacific Plaza, Harwood Park, West End Plaza and Carpenter Park; land acquisition for West End Plaza; land acquisition for Harwood Park for up to the amount of Developer's purchase price; and the placeholder names of West End Plaza and Harwood Park.

Information about this item will be provided to the Quality of Life, Arts and Culture Committee on May 14, 2018.



**FISCAL INFORMATION**

2006 Bond Funds - \$4,429,622.55

2017 Bond Funds - \$15,957,593.45

<b><u>Council District</u></b>	<b><u>Amount</u></b>
2	\$11,787,216.00 (est.)
14	<u>\$ 8,600,000.00</u> (est.)
Total amount	\$20,387,216.00 (est.)

**MAP**

Attached

May 23, 2018

**DEFINITIONS:** For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROJECT 1": West End Plaza

"PROPERTY WEST": Approximately 34,000 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.

"USE": To be developed for park purposes; provided, however, to the extent fee title to the PROPERTY WEST is acquired, such title and the PROPERTY WEST shall not be limited to or otherwise deemed restricted to the USE herein provided. The property is not officially dedicated as municipal parkland; and, to the extent allowed by law, shall be dedicated as such time the property is developed for park purposes.

"PROPERTY INTEREST": Fee Simple Title with closing conditions to include all improvements and tenant lease(s), subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the conveyance instrument(s) approved as to form by the City Attorney and such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

"PROPERTY WEST OWNER": WEST END PLAZA PARK, LLC, a Texas limited liability company, provided, however, that the term "PROPERTY WEST OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PROPERTY WEST PURCHASE AMOUNT": An amount not to exceed the purchase price paid by WEST END PLAZA PARK LLC (\$8,600,000)

"CLOSING COSTS AND TITLE EXPENSES": \$0; to be paid by WEST END PLAZA PARK, LLC

"PROPERTY WEST AUTHORIZED AMOUNT": Not to exceed \$8,600,000

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“PROJECT 2”: HARWOOD PARK

“PROPERTY HARWOOD”: Land located in Dallas County, Texas, generally bounded by Jackson, Young and Harwood Streets and S. Pearl Expressway, and being the same property generally identified in the initial concept drawing as "Concept Harwood Park", as depicted on "Exhibit B" attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto. Specific land description shall be provided upon approval of the final concept development plan.

“USE”: To be developed for park purposes, provided, however, to the extent fee title to the PROPERTY HARWOOD is acquired, such title and the PROPERTY HARWOOD shall not be limited to or otherwise deemed restricted to the USE herein provided. The property is not officially dedicated as municipal parkland; and to the extent allowed by law, shall be dedicated as such time the property is developed for park purposes.

"PROPERTY INTEREST": Fee Simple Title with closing conditions to include all improvements and tenant lease(s), subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the conveyance instrument(s) approved as to form by the City Attorney and such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

"PROPERTY HARWOOD OWNER": HARWOOD PARK, LLC, a Texas limited liability company, provided, however, that the term “PROPERTY HARWOOD OWNER” as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PROPERTY HARWOOD PURCHASE AMOUNT": An amount not to exceed the purchase price paid by Harwood Park LLC (\$11,787,216)

“CLOSING COSTS AND TITLE EXPENSES”: \$0; to be paid by Harwood Park LLC

"PROPERTY HARWOOD AUTHORIZED AMOUNT": Not to exceed \$11,787,216

May 23, 2018

PROJECT 3": CARPENTER PARK

"PROPERTY CARPENTER": Approximately 5.6 acres of land owned by CITY in Dallas County, Texas, and being the same property generally depicted in "Exhibit C", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT 4": PACIFIC PLAZA

"PROPERTY PACIFIC": Approximately 3.2 acres of land owned by CITY located in Dallas County, Texas, generally bounded by Harwood Street on the east side, Pacific Avenue on the south side, St. Paul Street on the west side and Bryan Street/One Dallas Center on the north side, including existing James W. Aston Park, a portion of Live Oak Street between Harwood Street and St. Paul Street and existing sidewalk areas, and being the same property generally depicted in "Exhibit D", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"DEVELOPER": Collectively PROPERTY WEST OWNER, PROPERTY HARWOOD OWNER, CARPENTER PARK LLC, PACIFIC PLAZA LLC

"DEVELOPER ENTITIES": Collectively DEVELOPER and Parks for Downtown Dallas, a private operating foundation.

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

**WHEREAS**, CITY, by and through the City of Dallas Park and Recreation Department, and DEVELOPER ENTITIES desire to enter into a comprehensive development and funding agreement for the design and construction of West End Plaza, Pacific Plaza, Harwood Park, and Carpenter Park (the agreement hereinafter the "Downtown Parks Agreement"); and

**WHEREAS**, the parties agree that PROPERTY WEST, PROPERTY HARWOOD, PROPERTY CARPENTER, and PROPERTY PACIFIC are necessary for the completion of PROJECT 1, PROJECT 2, PROJECT 3, and PROJECT 4, respectively; and

**WHEREAS**, CITY, as owner, will contribute PROPERTY CARPENTER, and PROPERTY PACIFIC for PROJECT 3 and PROJECT 4, respectively; and

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**WHEREAS**, CITY and DEVELOPER ENTITIES agree to consummate the necessary sale transaction to transfer title to PROPERTY WEST and PROPERTY HARWOOD from PROPERTY WEST OWNER and PROPERTY HARWOOD OWNER respectively, to CITY for PROJECT 1 and PROJECT 2, for the PROPERTY WEST PURCHASE AMOUNT and the PROPERTY HARWOOD PURCHASE AMOUNT, respectively; and

**WHEREAS**, the parties agree the proceeds of the sales are necessary for the completion of PROJECT 1, PROJECT 2, and PROJECT 3, and DEVELOPER ENTITIES will contribute said proceeds to said projects costs; the Downtown Parks Agreement shall provide that the sale proceeds shall be contributed toward PROJECT 1, PROJECT 2, and PROJECT 3 costs; and

**WHEREAS**, to the extent there are existing tenant leases on PROPERTY WEST AND PROPERTY HARWOOD, the parties agree said leases will be assigned to and assumed by CITY, and CITY shall contribute lease revenues toward PROJECT 1, PROJECT 2, and PROJECT 3 costs; and

**WHEREAS**, on March 22, 2017, the City Council authorized approval of the terms for a Development Agreement between the City and Pacific Plaza LLC and Parks for Downtown Dallas collectively the "Developer" and the City for the design and construction of a public park currently named Pacific Plaza; and approval of an Operating Endowment Agreement between the City and Developer and recommendation for approval of both the Development and Operating Endowment Agreements, as approved as to form by the City Attorney's Office by Resolution No. 17-0494; and

**WHEREAS**, the Pacific Agreements will remain in place between the parties and any references to Pacific Plaza in the Downtown Parks Agreement shall not create or expand obligations or rights of the parties outside of the Pacific Agreements; provided however, CITY desires to use any remaining portion of the CITY's Pacific Plaza environmental allocation for PROJECT 1, PROJECT 2, and PROJECT 3; and

**WHEREAS**, the expenditures by Developer for the artwork at Carpenter Park shall satisfy the percentage assessment for public art requirement in the Public Art Ordinance for both the private and 2017 Bond Program funding applicable to the parks subject of the Downtown Parks Agreement; and

**WHEREAS**, upon final acceptance of the completed park by the CITY, to the extent allowed by law the park and its use shall be deemed to be a dedicated park under applicable law.

May 23, 2018

**Now, Therefore,**

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

**SECTION 1.** That the President of the Park and Recreation Board and the City Manager, and/or the City Manager's designees, is hereby authorized to sign a development and funding agreement ("Downtown Parks Agreement") with Pacific Plaza LLC, Harwood Park LLC, West End Plaza Park LLC, Carpenter Park LLC and Parks for Downtown Dallas (collectively referred to as "DEVELOPER ENTITIES"), approved as to form by the City Attorney, for the design and construction of the proposed downtown parks, including Pacific Plaza, Harwood Park, West End Plaza and Carpenter Park. The Pacific Agreements will remain in place between the parties and be controlling as to Pacific Plaza development and any references to Pacific Plaza in the Downtown Parks Agreement shall not create or expand obligations or rights of the parties outside of the Pacific Agreements; provided however the Downtown Parks Agreement shall provide that CITY, through its Park and Recreation Department is authorized to use any remaining portion of the CITY's Pacific Plaza environmental allocation for PROJECT 1, PROJECT 2, and PROJECT 3.

**SECTION 2.** That the duration of the development and funding agreement shall commence on execution and terminate one year after completion of construction and issuance of final acceptance letter from CITY for the projects.

**SECTION 3.** That the USE of the PROPERTY WEST for PROJECT 1 is a public use.

**SECTION 4.** That the USE of the PROPERTY HARWOOD for PROJECT 2 is a public use.

**SECTION 5.** That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY WEST and PROPERTY HARWOOD for PROJECT 1 and PROJECT 2, respectively.

**SECTION 6.** 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 WEST AND the PROPERTY HARWOOD, respectively, pursuant to the conveyancing instrument(s) approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction, including the assignment to and assumption by CITY of existing tenant leases.

May 23, 2018

**SECTION 7.** That to the extent the PROPERTY WEST is being purchased wholly or partly with bond proceeds CITY has obtained independent appraisals of the PROPERTY WEST's market values.

**SECTION 8.** That to the extent the PROPERTY HARWOOD is being purchased wholly or partly with bond proceeds CITY will obtain independent appraisals of the PROPERTY HARWOOD's market values.

**SECTION 9.** That in the event the PROPERTY WEST acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the PROPERTY WEST OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PROPERTY WEST PURCHASE AMOUNT payable out of 2006 and 2017 Bond Funds from Encumbrance/Contract No. PKR-2018-00006291 as follows:

West End Plaza

Street and Transportation Improvements Fund Fund 2T22, Department PBW, Unit U757 Object 4230, Activity SSUD, Program PB06U757 Commodity 94615, Vendor 342843	\$2,831,100.00
Street and Transportation Improvements Fund Fund 3T22, Department PBW, Unit U757 Object 4230, Activity SSUD, Program PB06U757 Commodity 94615, Vendor 342843	\$1,169,188.87
Street and Transportation Improvements Fund Fund 4T22, Department PBW, Unit U757 Object 4230, Activity SSUD, Program PB06U757 Commodity 94615, Vendor 342843	\$ 426,399.74
Street and Transportation Improvements Fund Fund 8T22, Department PBW, Unit U757 Object 4230, Activity SSUD, Program PB06U757 Commodity 94615, Vendor 342843	\$ 2,933.94
2017 Bond Fund Fund 1V00, Department PKR, Unit VB03 Object 4230, Activity PKLA, Program PK17VB03 Commodity 94615, Vendor 342843	<u>\$4,170,377.45</u>
Total amount not to exceed	\$8,600,000.00

May 23, 2018

**SECTION 9.** (continued)

The PROPERTY WEST PURCHASE AMOUNT shall not exceed the PROPERTY WEST AUTHORIZED AMOUNT.

**SECTION 10.** That in the event the PROPERTY WEST acquisition closes, and active lease(s) are in effect, the City Manager, and/or the City Manager's designees, is hereby authorized and directed to assume or terminate the lease(s) under terms and conditions approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction. All revenue generated from assumed lease(s), if any, shall be used for development costs for the proposed downtown parks.

**SECTION 11.** That in the event the PROPERTY WEST acquisition closes, the Chief Financial Officer is hereby authorized and directed to deposit funds in accordance with the terms and conditions of any assumed lease(s) as follows:

Capital Gifts, Donation and Development Fund  
Fund 0530, Department PKR, Unit W306  
Activity DWTN, Program PKWEPLZ  
Revenue Code 8471 or Revenue Code 744A

**SECTION 12.** That in the event the PROPERTY HARWOOD acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the PROPERTY HARWOOD OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PROPERTY HARWOOD PURCHASE AMOUNT, not to exceed \$11,787,216, payable out of 2017 Bond Funds from Fund 1V00, Department PKR, Unit VB03, Object 4230, Activity PKLA, Program PK17VB03, Commodity 94615, Encumbrance/Contract No. PKR-2018-00006291, Vendor 342843. The PROPERTY HARWOOD PURCHASE AMOUNT shall not exceed the PROPERTY HARWOOD AUTHORIZED AMOUNT.

**SECTION 13.** That in the event the PROPERTY HARWOOD acquisition closes, and active lease(s) are in effect, the City Manager, and/or the City Manager's designees, is hereby authorized and directed to assume or terminate the lease(s) under terms and conditions approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction. All revenue generated from assumed lease(s), if any, shall be used for development costs for the proposed downtown parks.



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**SECTION 14.** That in the event the PROPERTY HARWOOD acquisition closes, the Chief Financial Officer is hereby authorized and directed to deposit funds in accordance with the terms and conditions of any assumed lease(s) as follows:

Capital Gifts, Donation and Development Fund  
Fund 0530, Department PKR, Unit W307  
Activity DWTN, Program PKHRWDPK  
Revenue Code 8471 or Revenue Code 744A

**SECTION 15.** That CITY is to have possession and/or use, as applicable, of the PROPERTY WEST and PROPERTY HARWOOD, respectively, at closing; and in accordance with the Downtown Parks Agreement, Downtown Parks Developer will pay any title expenses and closing costs.

**SECTION 16.** That the funds expended by the Developer for artwork at Carpenter Park satisfy the percentage assessment for public art requirement in the Public Art Ordinance for both the private and 2017 Bond Program funding applicable to the parks subject of the Downtown Parks Agreement.

**SECTION 17.** That CITY, through its Park and Recreation Department, use any remaining portion of the CITY's Pacific Plaza environmental allocation for PROJECT 1, PROJECT 2, and PROJECT 3.

**SECTION 18.** 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

**STRATEGIC PRIORITY:** Quality of Life

**AGENDA DATE:** May 23, 2018

**COUNCIL DISTRICT(S):** 12

**DEPARTMENT:** Park & Recreation Department

**CMO:** Willis Winters, 670-4071

**MAPSCO:** 5 Y Z

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**SUBJECT**

Authorize **(1)** acquisition from SHOPCO DEV LLC, of a tract of land containing a total of approximately 65,716 square feet located at 6959 Arapaho Road for a proposed new park; and **(2)** a twenty-year development and maintenance agreement, with two five-year renewal options, with SHOPCO DEV LLC for the new park to be located at 6959 Arapaho Road - Not to exceed \$1,470,000 (\$1,450,000, plus closing costs and title expenses not to exceed \$20,000) - Financing: 2017 Bond Funds

**BACKGROUND**

In the 2017 Bond Program, Council District 12 included an allocation of \$6,500,000 in discretionary funds for land acquisition and development of a new park in northern Dallas. SHOPCO DEV LLC (SHOP) has approached the City to consider a site under their control within the existing Hillcrest Village Shopping Center for such park. The City's Park and Recreation Department staff find the site is suitable for a park purpose. The land proposed for the park will provide for development of open space that will serve the community, in addition to the workers and patrons of the shopping center.

SHOP intends on purchasing Hillcrest Village Shopping Center and is willing to sell a portion of the Shopping Center site to the City for the development of a park to serve Northern Dallas. This item authorizes the acquisition of a tract of land containing a total of approximately 65,716 square feet from SHOP for the proposed new park. The total consideration for this acquisition is \$1,470,000 based on an independent appraisal (\$1,450,000, plus closing costs and title expenses not to exceed \$20,000).

## **BACKGROUND** (continued)

SHOP acknowledges this acquisition is not intended to proceed under eminent domain. A portion of the land proposed for the park is currently encumbered with buildings which SHOP will be responsible to remove prior to closing on the land transfer to the City. The City funds for land acquisition will be placed in escrow and closing on the property shall be contingent on SHOP presenting copies of the demolition permit(s) for removal of the improvements and final inspection completion report(s) from the Building Official.

Due to the park's location within the Hillcrest Village Shopping Center, SHOP will provide City access and parking rights on the adjacent property to be owned by SHOP. SHOP shall be responsible for any relocation expenses related to the acquisition.

Staff recommends approval of this acquisition with the condition that this property is not officially dedicated as municipal parkland until such time the property is developed for its intended use.

It is proposed that SHOP and the City enter into a development and maintenance agreement which outlines the roles and responsibilities for the proposed park. Following are the proposed deal points:

### **General**

- The term of agreement is for 20 years, with two five-year renewal options and allows the City to terminate for convenience
- SHOP shall retain naming rights to the proposed park, after the park is developed and dedicated as park land, subject to the approval of the Park and Recreation Department Director

### **Development Phase: Design**

#### **City**

- Shall have the ability to review the schematic design plans and approve prior to proceeding to the next phase
- Shall fund and manage the design contract from Design Development phase through the end of construction
- Shall provide SHOP the plans for their review; however, the decisions on the final park design shall belong to the City

## **BACKGROUND** (continued)

### **Development Phase: Design** (continued)

#### **SHOP**

- Shall provide the schematic design of the park as a gift to the City and they will manage the schematic design process
- Shall take the lead in soliciting public input and to include the City in public input and design reviews
- Shall ensure that the schematic design fits within the available budget provided in the 2017 Bond Program
- Shall ensure that the schematic design takes into consideration maintenance, vandalism and operational issues
- Shall ensure that the schematic design takes into consideration the land as a City park, open to the public

### **Development Phase: Construction**

#### **City**

- Shall be responsible for funding, procuring and overseeing the construction of the park
- City's contractor will be responsible for the park site during construction

#### **SHOP**

- Access provided per legal documents
- Shall protect the tenants, their customers and property during construction of the park (fencing, etc.)

### **Operations/Maintenance Phase**

#### **City**

- Shall provide the standard maintenance for a neighborhood park, subject to appropriations. In general, standard maintenance includes
  - If the City books an event at the park, the City shall be responsible for any associated maintenance attributable to that event
- Shall coordinate events with SHOP, including parking needs, set-up and tear-down activities, etc.
- Shall be responsible for major maintenance, subject to appropriations

## **BACKGROUND** (continued)

### **Operations/Maintenance Phase** (continued)

#### **SHOP**

- Shall provide enhanced maintenance for the park as required due to the adjacent uses
  - Mowing, if more frequent than every 7 days
  - Trash/litter pick up if more frequent than the City of Dallas' standard
  - If SHOP desires major maintenance, they have the right, but not the responsibility for such maintenance (Examples: replacement of turf, maintenance of any structures, replacement of lighting, replacement of paving, etc.)
- SHOP has the right to make capital improvements to the park, subject to the approval of the Park and Recreation Department Director, and subject to terms regarding indemnification, insurance, any required payment and performance bonds, and adherence to all applicable codes and ordinances
- Shall not restrict access to the park from their property, unless there is an emergency requiring such restriction; SHOP will notify the City immediately in this event
- Shall allow use of the Hillcrest Village Shopping Center parking and driveways to park patrons
- If SHOP desires to book an event at the park, they will go through the normal reservation process, including acquiring any necessary permits for the associated activities
- Shall be responsible for any maintenance associated with the event
- Shall provide access and parking rights for the benefit of the park

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

On February 15, 2018, the Park and Recreation Board was briefed on the proposed new city park at Hillcrest Road and Arapaho Road.

On March 22, 2018, the Park and Recreation Board authorized the acquisition.

On May 3, 2018, the Park and Recreation Board authorized a twenty-year development and maintenance agreement, with two five-year renewal options, with SHOPCO DEV LLC.

Information about this item will be provided to the Quality of Life, Arts and Culture Committee on May 14, 2018.

**FISCAL INFORMATION**

2017 Bond Funds - \$1,470,000 (\$1,450,000, plus closing costs and title expenses not to exceed \$20,000)

**OWNER**

**SHOPCO DEV LLC**

Pete Podesta, Managing Member

Rand Horowitz, Managing Member

David Sacher, Managing Member

Jay Ceitlin, Managing Member

John Doubleday, Managing Member

**MAP**

Attached

May 23, 2018

**DEFINITIONS:** For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 65,716 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": Hillcrest Village Green Project

"USE": To be developed for park purposes, provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided. The property is not officially dedicated as municipal parkland and shall be dedicated as such time the property is developed for park purposes.

"PROPERTY INTEREST": Fee Simple Title subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form 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 this transaction.

"OWNER": SHOPCO DEV LLC, a Texas limited liability company, 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": \$1,450,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$20,000

"AUTHORIZED AMOUNT": Not to exceed \$1,470,000

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

May 23, 2018

**WHEREAS**, the CITY and SHOPCO DEV LLC (SHOP) desire to enter into a twenty-year development and maintenance agreement, with two five-year renewal options, for the new park to be located at 6959 Arapaho Road; and

**WHEREAS**, SHOP will purchase property, known as Hillcrest Village Shopping Center, located at 6959 Arapaho Road and the CITY desires to purchase approximately 65,716 square feet of land from SHOP for a proposed new park in an amount not to exceed \$1,450,000, plus \$20,000 in closing costs and title expenses for a total of \$1,470,000; and

**WHEREAS**, upon the final completion of the park by the CITY, the park and its use shall be deemed to be a dedicated park under applicable law.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign a twenty-year development and maintenance agreement, with two five-year renewal options, with SHOPCO DEV LLC, approved as to form by the City Attorney, for the new park to be located at 6959 Arapaho Road.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a twenty-year development and maintenance agreement, with two five-year renewal options, with SHOPCO DEV LLC, approved as to form by the City Attorney.

**SECTION 3.** That the term of development and maintenance agreement is for twenty years, with two five-year renewal options and allows the City to terminate for convenience.

**SECTION 4.** That the USE of the PROPERTY for the PROJECT is a public use.

**SECTION 5.** 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 approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.



May 23, 2018

**SECTION 6.** 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 7.** 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 2017 Bond Funds, Fund 1V00, Department PKR, Unit VK63, Activity 57863, Program PK17VK63, Object 4210 (\$1,450,000), Object 4230 (\$20,000) Encumbrance/Contract No. CX-PKR-2018-00005644. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

**SECTION 8.** That CITY funds for land acquisition will be placed in escrow until closing and City is to have possession and/or use, as applicable, of the PROPERTY at closing, which shall be contingent on OWNER presenting copies of the demolition permit(s) for removal of the improvements on the Property in accordance with all local, state and federal rules, laws and ordinances and final inspection completion report(s) from the Building Official; OWNER shall be responsible for any relocation expenses related to the acquisition; 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 9.** That due to the PROPERTY's location within the Hillcrest Village Shopping Center OWNER will provide City access and parking rights on the adjacent property to be owned by OWNER pursuant to a recordable instrument approved as to form by the City Attorney.

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

APPROVED AS TO FORM:  
LARRY E. CASTO, City Attorney

BY: \_\_\_\_\_  
Assistant City Attorney

**STRATEGIC PRIORITY:** Quality of Life

**AGENDA DATE:** May 23, 2018

**COUNCIL DISTRICT(S):** 1, 10, 14

**DEPARTMENT:** Park & Recreation Department

**CMO:** Willis Winters, 670-4071

**MAPSCO:** 27K 36Q U 44Y 54B C

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**SUBJECT**

Authorize a professional services contract with Alliance Geotechnical Group for engineering inspection and testing services of three family aquatic centers at Kidd Springs Park located at 807 West Canty Street, Lake Highlands North Park located at 9400 Church Road, and Tietze Park located at 2700 Skillman Street – Not to exceed \$201,930 – Financing: Elgin B. Robertson Land Sale Funds

**BACKGROUND**

This will authorize a professional services contract with Alliance Geotechnical Group for construction materials testing services of the three family aquatic centers: Kidd Springs Park \$58,690, Lake Highlands North Park \$87,000, and Tietze Park \$56,240.

Alliance Geotechnical Group performed the geotechnical investigation for the aquatic projects and as such, it is recommended that Alliance Geotechnical Group perform inspection and testing services to ensure that the recommendations of the investigation meet quality control requirements.

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

On December 1, 2016, the Park and Recreation Board authorized proceeding with advertisement for construction procurement for six new family aquatic centers.

On January 24, 2018, City Council authorized a contract for construction of three family aquatic centers at Kidd Springs Park located at 807 West Canty Street, Lake Highlands North Park located at 9400 Church Road, and Tietze Park located at 2700 Skillman Street with The Fain Group, Inc. by Resolution No. 18-0211.

On May 3, 2018, Park and Recreation Board authorized a contract with Alliance Geotechnical Group for engineering inspection and testing services of three family aquatic centers.

**FISCAL INFORMATION**

Elgin B. Robertson Land Sale Funds - \$201,930.00

<b><u>Council District</u></b>	<b><u>Amount</u></b>
1	\$ 58,690.00
10	\$ 87,000.00
14	<u>\$ 56,240.00</u>
Total	\$201,930.00

**M/WBE INFORMATION**

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

<b><u>Contract Amount</u></b>	<b><u>Category</u></b>	<b><u>M/WBE Goal</u></b>	<b><u>M/WBE %</u></b>	<b><u>M/WBE \$</u></b>
\$201,930.00	Professional Services	36.30%	100.00%	\$201,930.00

- This contract exceeds the M/WBE goal of 36.30%

**OWNER**

**Alliance Geotechnical Group**

Robert P. Nance, President

**MAPS**

Attached

May 23, 2018

**WHEREAS**, on January 24, 2018, City Council authorized a contract with The Fain Group, Inc. for construction of three family aquatic centers at Kidd Springs Park located at 807 West Canty Street, Lake Highlands North Park located at 9400 Church Road, and Tietze Park located at 2700 Skillman Street in an amount not to exceed \$14,776,735, by Resolution No. 18-0211.

**WHEREAS**, the Park and Recreation Department has determined the need for construction materials testing at the three construction sites for family aquatic centers; and

**WHEREAS**, engineering services are required to perform engineering inspection and materials testing services during construction; and

**WHEREAS**, it is necessary to hire a firm to provide engineering inspection and testing services of three family aquatic centers at Kidd Springs Park located at 807 West Canty Street, Lake Highlands North Park located at 9400 Church Road, and Tietze Park located at 2700 Skillman Street, and the firm Alliance Geotechnical Group has presented a proposal dated April 12, 2018 to provide these services for a fee not to exceed \$201,930.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign a professional services contract with Alliance Geotechnical Group, approved as to form by the City Attorney, for engineering inspection and testing services of three family aquatic centers at Kidd Springs Park located at 807 West Canty Street, Lake Highlands North Park located at 9400 Church Road, and Tietze Park located at 2700 Skillman Street, in an amount not to exceed \$201,930.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a professional services contract with Alliance Geotechnical Group, approved as to form by the City Attorney.

May 23, 2018

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$201,930 to Alliance Geotechnical Group in accordance with the terms and conditions as follows:

Kidd Springs Park

Elgin B. Robertson Land Sale Fund  
 Fund 0467, Department PKR, Unit W109  
 Object 4113, Activity AQFC, Program PKP945.3  
 Encumbrance/Contract No. PKR-2018-00006193  
 Commodity 92500, Vendor 338366 \$ 58,690

Lake Highlands North Park

Elgin B. Robertson Land Sale Fund  
 Fund 0467, Department PKR, Unit W109  
 Object 4113, Activity AQFC, Program PKP945.4  
 Encumbrance/Contract No. PKR-2018-00006193  
 Commodity 92500, Vendor 338366 \$ 87,000

Tietze Park

Elgin B. Robertson Land Sale Fund  
 Fund 0467, Department PKR, Unit W109  
 Object 4113, Activity AQFC, Program PKP945.5  
 Encumbrance/Contract No. PKR-2018-00006193  
 Commodity 92500, Vendor 338366 \$ 56,240

Total amount not to exceed \$201,930

**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.

**STRATEGIC PRIORITY:** Quality of Life

**AGENDA DATE:** May 23, 2018

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Park & Recreation Department

**CMO:** Willis Winters, 670-4071

**MAPSCO:** 46 Q

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**SUBJECT**

Authorize ratification of a service contract with Janus Signs dba FastSigns SKILLMAN for an additional expenditure for the replacement of the Cotton Bowl Stadium logo sign at Fair Park located at 3809 Grand Avenue - Not to exceed \$37,563, from \$46,940 to \$84,503 - Financing: General Funds

**BACKGROUND**

This action will authorize a service contract with Janus Signs dba FastSigns SKILLMAN, for an additional expenditure for the replacement of the 18 feet by 84 feet Cotton Bowl Stadium logo sign on the main scoreboard. The sign covering, which is part of the face of the scoreboard, is approximately 12 stories high and protects the public-address system. The sign cover material failed requiring a repair completed in September 2017.

Due to previous work with Janus Signs dba FastSigns SKILLMAN, staff recently learned that the repair cost pushed the established amount with a single vendor beyond the \$50,000.00 limit in a twelve-month period. The repair services include labor and materials for the installation of stronger sign material for the replacement of the Cotton Bowl Stadium logo sign which requires the use of two cranes. Since the cranes were already mobilized and on site, staff decided to recover the sign using a heavier material. To bring the cranes back to the Cotton Bowl at a later time would require Park and Recreation Board and City Council approval and would increase the costs substantially more than \$37,562.64. In addition, the speakers would have been further exposed to the elements for a longer period of time, potentially causing additional damage.

The Cotton Bowl Stadium hosts many sporting events throughout the year, many of which are televised. Janus Signs dba FastSigns SKILLMAN has installed and replaced signs at Fair Park and other City facilities. Given their demonstrated ability on those projects, they were contacted to assist with the repair.

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

On April 19, 2018, the Park and Recreation Board authorized ratification of a service contract with Janus Signs dba FastSigns SKILLMAN.

The Quality of Life, Arts and Cultural Committee was briefed by memorandum regarding this matter on May 7, 2018.

**FISCAL INFORMATION**

General Funds - \$37,562.64

**OWNER**

**Janus Signs dba FastSigns SKILLMAN**

Sarosh Nayar, Chief Executive Officer