

AGENDA ITEMS # 4,5,6

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

January 24, 2018

COUNCIL DISTRICT(S):

10

DEPARTMENT:

Department of Public Works

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

27 C D G

SUBJECT

LBJ Freeway/Skillman Street Interchange

- * Authorize **(1)** a Project Specific Agreement with Dallas County for funding participation in the design and construction of the LBJ Freeway/Skillman Street Interchange Project; **(2)** receipt and deposit of funds from Dallas County in an amount not to exceed \$3,996,440 for Dallas County's share of local funding contributions for the project costs; and **(3)** an increase in appropriations in an amount not to exceed \$3,996,440 in the Capital Projects Reimbursement Fund - Not to exceed \$3,996,440 - Financing: Capital Projects Reimbursement Funds
- * Authorize an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) to transfer \$4,377,000 in local funding to the NCTCOG to establish a portion of the Metropolitan Planning Organization Revolver Fund in exchange for \$4,377,000 in state funds for the LBJ Freeway/Skillman Street Interchange Project - Not to exceed \$4,377,000 - Financing: Capital Projects Reimbursement Funds (\$3,996,440) and 2012 Bond Funds (\$380,560)
- * Authorize a Memorandum of Understanding with the North Central Texas Council of Governments, Texas Department of Transportation (TxDOT) and Dallas County that outlines expectations of each agency pertaining to the LBJ Freeway/Skillman Street Interchange Project that is being implemented as part of TxDOT's planned LBJ Freeway East Corridor Design-Build project - Financing: No cost consideration to the City

BACKGROUND

The Interstate Highway 635 at Skillman/Audelia Project, also known as LBJ Skillman Gateway Project and LBJ Freeway/Skillman Street Interchange Project is a partnership project between the City of Dallas, Dallas County, North Central Texas Council of Governments (NCTCOG) and Texas Department of Transportation (TxDOT) and is a key component of TxDOT's larger LBJ Freeway East Corridor Project. The interchange project includes the realignment and reconstruction of the Skillman Street bridge, the cross-street approaches, as well as the Skillman Street at Audelia Road/Whitehurst Drive and Skillman Street at Audelia Road/Adleta Court intersections. The project also includes pedestrian and bicycle facilities that will eventually connect to the City's existing trail network. This Council action will authorize a Project Specific Agreement with Dallas County and an Interlocal Agreement with NCTCOG needed to transfer required local funds for the project. This Council action will also authorize a four-party Memorandum of Understanding between the City of Dallas, Dallas County, TxDOT and NCTCOG that outlines expectations of each agency pertaining to the LBJ Freeway/Skillman Street Interchange Project that is being implemented as part of TxDOT's planned LBJ Freeway East Corridor Design-Build project.

TxDOT has long planned to improve LBJ Freeway from US Highway 75 to US Highway 80, and as such, obtained schematic approval in 2003. However, due to funding constraints, the implementation of the project has been on hold for over ten years. In order to expedite the LBJ Freeway at Skillman Street interchange improvements, the City administered and funded the design of the improvements so that the project could be implemented as a stand-alone Design-Bid-Build project should funding become available. The interchange improvements entail eliminating the originally proposed Skillman Street grade separated flyover and replacing with a wider at-grade bridge, as well as re-aligning Skillman Street to provide a more bicycle and pedestrian-friendly environment and to promote economic development.

The Metropolitan Planning Organization (MPO) Revolver Fund is a partnership program authorized by the Texas Transportation Commission (TTC) in 2015 with selected MPO's. The TTC subsequently set aside \$10 million in state funds for the purpose of replacing local funds in specific projects, thus permitting the local funds to be transferred to NCTCOG to establish the MPO Revolver Fund in the Dallas-Fort Worth region. The MPO Revolver Fund will be used by NCTCOG to cash flow expenses for MPO administered federal and state transportation programs while such expenses are pending reimbursement from the applicable funding agency.

In 2015, NCTCOG sought out the City's assistance and participation in the newly-created MPO Revolver Fund program, and in turn, NCTCOG agreed to facilitate/prioritize the allocation of funds for the right-of-way acquisition, utility relocation, and construction costs for the LBJ Freeway/Skillman Street Interchange Project, which the City has identified as a priority.

BACKGROUND (continued)

On December 10, 2015, the Regional Transportation Council (RTC) approved a funding strategy that included \$4,377,000 in combined Dallas County and City of Dallas local funds for the Interstate Highway 635 at Skillman/Audelia Project in exchange for \$4,377,000 in state funds to establish a portion of the MPO Revolver Fund. The RTC also agreed to allocate the remaining \$65 million in funds needed for the project. The Project Specific Agreement with Dallas County will authorize the receipt of Dallas County’s share of local funding contributions to the project. The Interlocal Agreement with NCTCOG will authorize the transfer of \$4,377,000 (City - \$380,560.50; Dallas County - \$3,996,439.50) to NCTCOG for the MPO Revolver Fund.

The LBJ Freeway East Corridor Project was reactivated by TxDOT in 2015 and is now planned to be implemented as a Design-Build project that will also include the LBJ Freeway at Skillman Street interchange improvements. The City has coordinated with community stakeholders and agency partners throughout its design efforts, which to date have produced 95 percent plans. Now that the LBJ Freeway/Skillman Street Interchange improvements are proposed to be constructed in conjunction with the LBJ Freeway East Corridor Project, the 95 percent plans and associated engineering design documents prepared by the City have been transferred to TxDOT. It is imperative to ensure that the schedule, timeline, and key design components of the LBJ Freeway/Skillman Street Interchange Project are preserved as part of TxDOT’s planned LBJ Freeway East Corridor Design-Build project, thus the need for a four-party Memorandum of Understanding between the City, County, TxDOT and NCTCOG that outlines the expectations of each agency.

The total local funding participation for the LBJ Freeway/Skillman Street Interchange Project is \$7,992,879.00, which is to be split 50/50 between Dallas County and the City. The City’s share of local funding contribution, \$3,996,439.50, includes the \$3,615,879 previously spent on the schematic and design of the project. Local funding in the amount of \$4,377,000 will be replaced with funds from the MPO Revolver Fund and will be used for construction. The remaining \$65 million construction costs will be funded by State/Federal funds. As such, a total of approximately \$69.3 million is being allocated for the LBJ Freeway/Skillman Street Interchange Project that is included in TxDOT’s LBJ Freeway East Corridor Project.

ESTIMATED SCHEDULE OF PROJECT

Began Schematic	July 2011
Began Environmental	July 2011
Completed Schematic	May 2014
Began Final Design	May 2014
Completed Environmental	June 2015
Completed Final Design (95% completion*)	November 2017
Begin LBJ East Corridor design-Build Project	Spring 2019
Complete LBJ East Corridor design-Build Project	Spring 2023

ESTIMATED SCHEDULE OF PROJECT (continued)

* LBJ Freeway/Skillman Street Interchange Project is now to be included in TxDOT's LBJ Freeway East Corridor Design-Build Project. The 95 percent plans were transferred to TxDOT.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 10, 2001, City Council authorized a master agreement with Dallas County governing future transportation major capital improvement projects between the City of Dallas and Dallas County by Resolution No. 01-0104.

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

On June 22, 2011, City Council authorized a professional services contract with Bridgefarmer and Associates, Inc. for the preliminary engineering design of bridge, paving and drainage improvements for the LBJ Freeway at Skillman Street interchange planned improvements by Resolution No. 11-1695.

On June 26, 2013, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Bridgefarmer & Associates, Inc. for the final engineering design of bridge, paving and drainage improvements for the LBJ Freeway at Skillman Street interchange by Resolution No. 13-1147.

On October 9, 2017, the Mobility Solutions, Infrastructure, and Sustainability Committee was briefed by the North Central Council of Governments' Director of Transportation regarding the Texas Transportation Commission's initiative to fund several critically needed big projects in the metropolitan area of the state, including the LBJ Freeway East Corridor from US Highway 75 to IH 30.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Capital Projects Reimbursement Funds - \$3,996,439.50
2012 Bond Funds - \$380,560.50

FISCAL INFORMATION (continued)

Estimated Project Cost

Schematic	\$ 323,127.00
Design	\$ 3,292,752.00
Construction (MPO Revolver*)	<u>\$ 4,377,000.00</u> (this action)
Total Project Cost funded by Local**	\$ 7,992,879.00
Construction (State/Federal)	\$65,000,000.00

Funding Sources

Dallas County's Share	\$ 3,996,439.50 (this action)
City's Share	<u>\$ 3,996,439.50</u>
Total Local Funding**	\$ 7,992,879.00

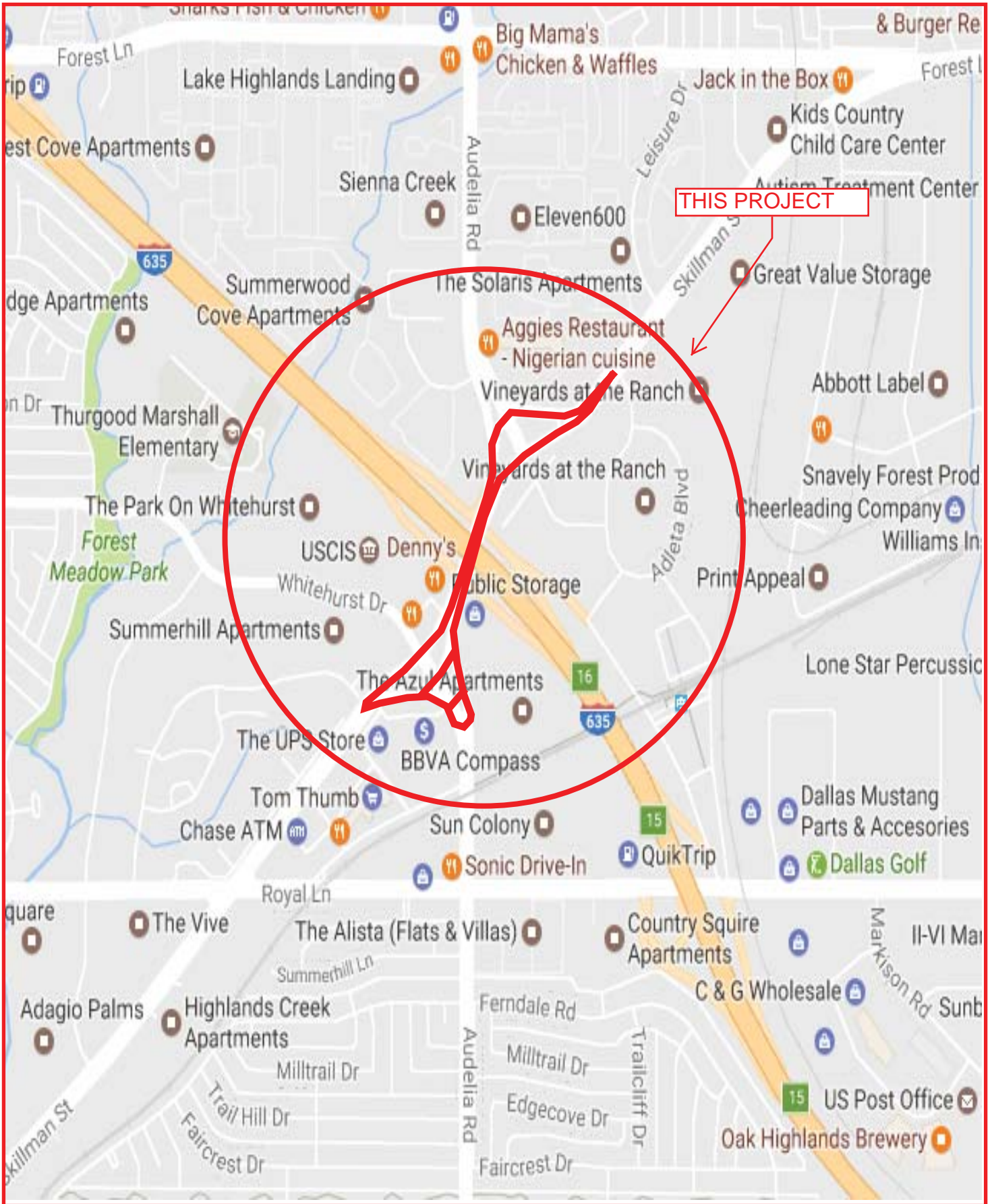
*Local funds for partial construction costs, to be replaced with state funds per MPO Revolver of Understanding

**These are the local funding contributions toward the total estimated project cost of \$69.3 million for the LBJ/Skillman Interchange improvements that are to be included in TxDOT's LBJ Freeway East Corridor Project.

MAP

Attached

LBJ FREEWAY AT SKILLMAN STREET INTERCHANGE



MAPSCO 27C, D, G

January 24, 2018

WHEREAS, on January 10, 2001, City Council authorized a master agreement with Dallas County governing future transportation major capital improvement projects between the City of Dallas and Dallas County by Resolution No. 01-0104; and

WHEREAS, the Master Agreement with Dallas County contained a ten-year expiration clause and expired on April 24, 2011; and

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

WHEREAS, the City of Dallas and Dallas County desire to improve the Interstate Highway (IH) 635 at Skillman/Audelia Interchange; and

WHEREAS, the City is the lead agency for the IH 635 at Skillman/Audelia Project responsible for administering the design; and

WHEREAS, on June 22, 2011, City Council authorized a professional services contract with Bridgefarmer and Associates, Inc. for the preliminary engineering design of bridge, paving and drainage improvements for the LBJ Freeway at Skillman Street interchange planned improvements, in an amount not to exceed \$323,127.00, by Resolution No. 11-1695; and

WHEREAS, on June 26, 2013, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Bridgefarmer & Associates, Inc. for the final engineering design of bridge, paving and drainage improvements for the LBJ Freeway at Skillman Street Interchange, in an amount not to exceed \$3,256,804.00, increasing the contract amount from \$323,127.00 to \$3,579,931.00, by Resolution No. 13-1147; and

WHEREAS, on December 6, 2016, Administrative Action No. 16-7085 authorized Supplemental Agreement No. 2 to the professional services contract with Bridgefarmer & Associates, Inc. for additional conceptual aesthetic bridge lighting design for the LBJ Freeway at Skillman Street Interchange, in an amount not to exceed \$35,948.00, increasing the contract amount from \$3,579,931.00 to \$3,615,879.00; and

WHEREAS, it is now necessary to authorize the Project Specific Agreement with Dallas County for the funding participation in the design and construction of the LBJ Freeway/Skillman Interchange Project, and the receipt and deposit of funds from Dallas County in an amount not to exceed \$3,996,439.50 for Dallas County's share of the local funding contributions for the project costs.

Now, Therefore,

January 24, 2018

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

SECTION 1. That the City Manager is hereby authorized to sign the Project Specific Agreement with Dallas County for the funding participation in the design and construction of the LBJ Freeway/Skillman Interchange Project, approved as to form by the City Attorney.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds from Dallas County, in an amount not to exceed \$3,996,439.50 in the Capital Projects Reimbursement Fund, Fund 0556, Department PBW, Unit S402, Activity INGV, Revenue Code 6511.

SECTION 3. That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund, Fund 0556, Department PBW, Unit S402, Activity INGV, Object 4510, in an amount not to exceed \$3,996,439.50.

SECTION 4. That the Chief Financial Officer is hereby authorized to return any unused funds and interest earned on the funds upon completion of this project to Dallas County in accordance with the provisions of the Project Specific Agreement.

SECTION 5. That this contract is designated as Contract No. PBW-2018-00004996.

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

January 24, 2018

WHEREAS, the Texas Transportation Commission authorized a partnership program with selected Metropolitan Planning Organization's (MPO) and set aside \$10 million in state funds for the purpose of replacing the local funds on specific projects thus permitting the local funds to be sent to the North Central Texas Council of Governments (NCTCOG) to establish the MPO Revolver Fund in the Dallas-Fort Worth region; and

WHEREAS, the MPO Revolver Fund will be used by NCTCOG to cash flow expenses for MPO-administered federal and state transportation programs while such expenses are pending reimbursement from the applicable funding agency; and

WHEREAS, the City of Dallas desires to assist NCTCOG in establishing the MPO Revolver Fund and has identified the Interstate Highway (IH) 635 at Skillman/Audelia Project, also known as LBJ Skillman Gateway Project and LBJ Freeway/Skillman Street Interchange Project suitable for the replacement of local funds with state funds; and

WHEREAS, the City of Dallas and NCTCOG have established a funding swap strategy for the IH 635 at Skillman/Audelia Project in order to implement a portion of the MPO Revolver Fund; and

WHEREAS, it is now necessary to authorize an Interlocal Agreement with NCTCOG to transfer \$4,377,000.00 in local funds to NCTCOG to establish a portion of the Metropolitan Planning Organization Revolver Fund in exchange for \$4,377,000.00 in State funds for the IH 635 at Skillman/Audelia Project, also known as the LBJ Freeway/Skillman Street Interchange Project.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign the Interlocal Agreement with the North Central Texas Council of Governments, approved as to form by the City Attorney, to establish the terms and conditions of needed funding transaction for the LBJ Freeway/Skillman Street Interchange Project, in order to establish the Metropolitan Planning Organization (MPO) Revolver Fund, in an amount not to exceed \$4,377,000.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$4,377,000.00 to NCTCOG in accordance with the terms and conditions of the agreement, as follows:

January 24, 2018

SECTION 2. (continued)

Capital Projects Reimbursement Fund
Fund 0556, Department PBW, Unit S402
Activity INGV, Object 4510, Program PB12S402
Encumbrance/Contract No. PBW-2018-00004997
Vendor 066264 \$3,996,439.50

Street and Transportation Improvements Fund
Fund 3U22, Department PBW, Unit S402
Activity INGV, Object 4510, Program PB12S402,
Encumbrance/Contract No. PBW-2018-00004997
Vendor 066264 \$ 380,560.50

Total amount not to exceed \$4,377,000.00

SECTION 3. That the Chief Financial Officer is hereby authorized to deposit any unused Street and Transportation Improvements Fund advanced to NCTCOG pertaining to this project in Fund 3U22, Department PBW, Unit S402, Revenue Source 6511.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit any unused Capital Projects Reimbursement Fund advanced to NCTCOG pertaining to this project in Fund 0556, Department PBW, Unit S402, Object 4510, and refunded to Dallas County from Fund 0556, Department PBW, Unit S402, Revenue Source 6511.

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.

January 24, 2018

WHEREAS, on October 9, 2017, the Mobility Solutions, Infrastructure, and Sustainable (MSIS) Committee was briefed by the North Central Council of Governments' Director of Transportation (NCTCOG) regarding the Texas Transportation Commission's initiative to fund several critically-needed large projects in the metropolitan area of the state, including the LBJ Freeway East Corridor from US Highway 75 to Interstate Highway 30; and

WHEREAS, the City has been administering and funding the design of the LBJ Freeway/Skillman Street Interchange improvements to expedite the reconstruction of the interchange as a stand-alone Design-Bid-Build project; and

WHEREAS, after years of delay, the LBJ Freeway/ Skillman Street Interchange Project, which was originally planned to be separated and expedited as a stand-alone project, is now proposed to be implemented as a part of Texas Department of Transportation's (TxDOT) LBJ Freeway East Corridor Design-Build Project; and

WHEREAS, it is imperative to ensure the schedule, timeline, and key design components of the LBJ Freeway/Skillman Street Interchange Project are preserved as part of TxDOT's LBJ Freeway East Corridor Design-Build Project; and

WHEREAS, it is now necessary to authorize a Memorandum of Understanding with the North Central Texas Council of Governments, Texas Department of Transportation, and Dallas County that outlines expectations of each agency pertaining to the LBJ Freeway/Skillman Street Interchange Project that is being implemented as part of TxDOT's planned LBJ Freeway East Corridor Design-Build Project.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a Memorandum of Understanding with the North Central Texas Council of Governments, Texas Department of Transportation, and Dallas County that outlines expectations of each agency pertaining to the LBJ Freeway/Skillman Street Interchange Project that is being implemented as part of TxDOT's planned LBJ Freeway East Corridor Project, approved as to form by the City Attorney.

SECTION 2. That this contract is designated as Contract No. PBW-2018-00004998.

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

AGENDA ITEM # 7

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): All

DEPARTMENT: Department of Public Works

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: Various

SUBJECT

Authorize an increase to the twenty-four month construction services contract with Vescorp Construction, LLC dba Chavez Concrete Cutting for sidewalk and barrier free ramp installation paving services for the sidewalk replacement and barrier free ramp program to extend the term of the contract for an additional twelve months from March 2018 to March 2019 - Not to exceed \$875,350, from \$3,501,400 to \$4,376,750 - Financing: General Obligation Commercial Paper Funds

BACKGROUND

On January 27, 2016, City Council authorized a twenty-four month sidewalk and barrier free ramp installation paving services contract for construction services by Resolution No. 16-0178.

This action will authorize an increase to extend the existing twenty-four month contract with Vescorp Construction, LLC dba Chavez Concrete Cutting for an additional twelve months to continue providing sidewalk and barrier free ramp installation paving services for the sidewalk replacement and barrier free ramp program. The extension is granted due to the contractor's outstanding performance and the agreement to continue using the original contract bid rates.

The change order will authorize additional time to continue the installation of barrier free ramps. Installation of barrier free ramps throughout the city is required in order to be in compliance with the Americans with Disabilities Act. This is a citizen-driven program based on demand. Work orders are created as citizens pay to get their sidewalk replaced.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction March 2018
Complete Construction March 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 27, 2016, City Council authorized a twenty-four month sidewalk and barrier free ramp installation paving services contract for construction services by Resolution No. 16-0178.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

2017 Bond Program (General Obligation Commercial Paper Funds) - \$875,350

Construction Contract	\$3,501,400
Change Order No. 1 (this action)	<u>\$ 875,350</u>
Total Project Cost	\$4,376,750

M/WBE INFORMATION

See attached.

OWNER

Vescorp Construction, LLC dba Chavez Concrete Cutting

Hugo Chavez, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase to the twenty-four month construction services contract with Vescorp Construction, LLC dba Chavez Concrete Cutting for sidewalk and barrier free ramp installation paving services for the sidewalk replacement and barrier free ramp program to extend the term of the contract for an additional twelve months from March 2018 to March 2019 - Not to exceed \$875,350, from \$3,501,400 to \$4,376,750 - Financing: General Obligation Commercial Paper Funds

Vescorp Construction, LLC dba Chavez Concrete Cutting is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$650,350.00	74.30%
Non-local contracts	\$225,000.00	25.70%
TOTAL THIS ACTION	\$875,350.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Vescorp Construction	HMDB37282Y0518	\$650,350.00	100.00%
Total Minority - Local		\$650,350.00	100.00%

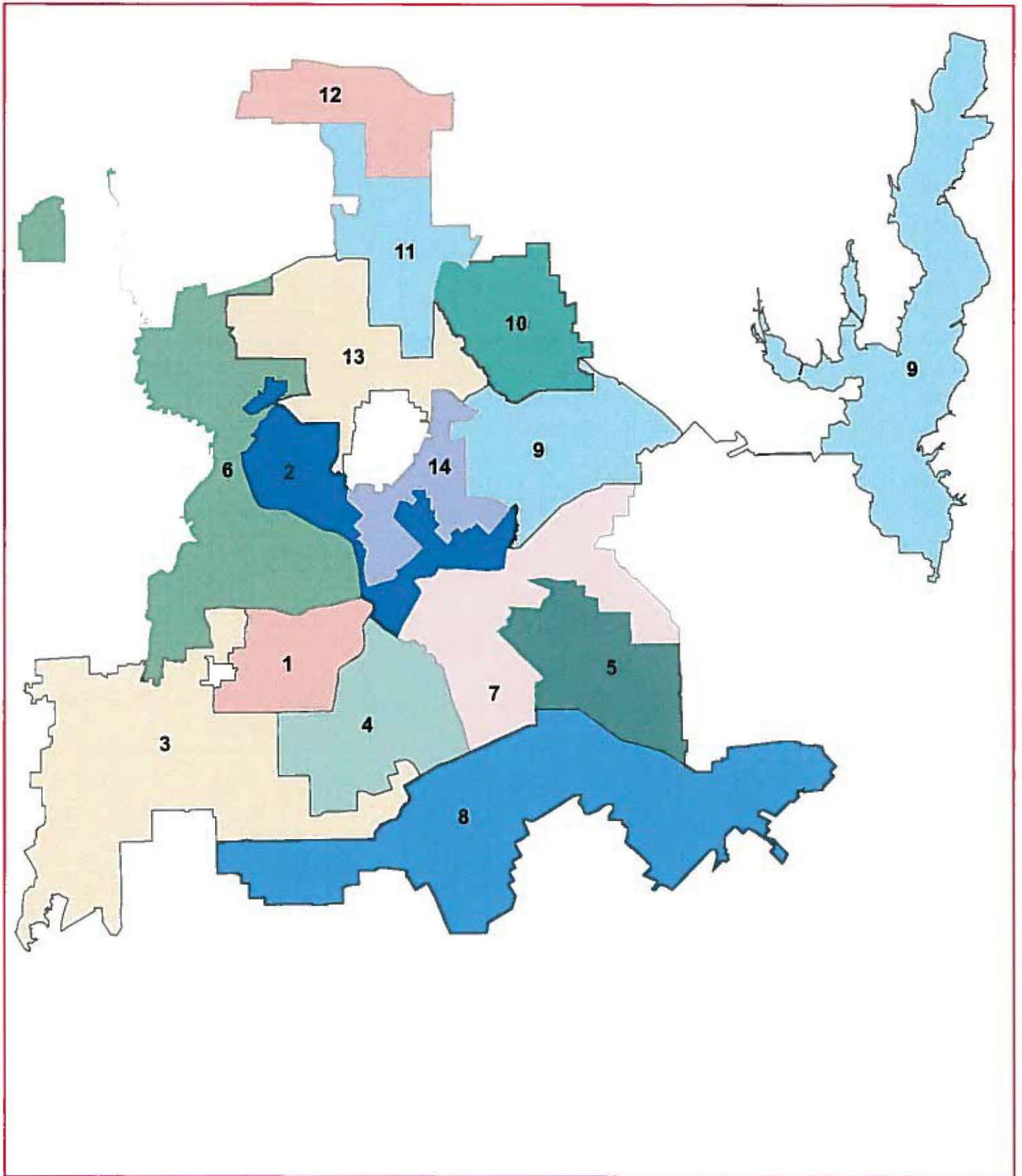
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Estrada Concrete Ready Mix	HMMB68706N0619	\$225,000.00	100.00%
Total Minority - Non-local		\$225,000.00	100.00%

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$875,350.00	100.00%	\$4,148,787.40	94.79%
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%	\$227,962.60	5.21%
Total	\$875,350.00	100.00%	\$4,376,750.00	100.00%

PAVING SERVICES CONTRACT
Infrastructure at Various Locations



January 24, 2018

WHEREAS, on January 27, 2016, City Council authorized a twenty-four month sidewalk and barrier free ramp installation paving services contract for construction services, in an amount not to exceed \$3,501,400, by Resolution No. 16-0178; and

WHEREAS, it is now recommended to authorize Change Order No. 1 to extend the construction services contract an additional twelve months from the original twenty-four month contract with Vescorp Construction, LLC dba Chavez Concrete Cutting due to the contractor's outstanding performance and the agreement to continue using the original contract bid rates, in an amount not to exceed \$875,350 from \$3,501,400 to \$4,376,750.

Now, Therefore,

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

SECTION 1. That the additional twelve-month extension to the construction services contract with Vescorp Construction, LLC dba Chavez Concrete Cutting (Change Order No.1) is authorized.

SECTION 2. That the increase in the construction services contract with Vescorp Construction, LLC dba Chavez Concrete Cutting (Change Order No. 1) is authorized for the sidewalk and barrier free ramp installation paving services, in an amount not to exceed \$875,350, increasing the contract amount from \$3,501,400 to \$4,376,750.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$875,350 to Vescorp Construction, LLC dba Chavez Concrete Cutting from Master Agreement Service Contract No. MASCPBWD2016CR160178, Vendor VS89922.

SECTION 4. That this contract is designated as Contract No. PBW-2016-00000072.

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 # 8

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Sustainable Development and Construction
Department of Communication and Information Services

CMO: Majed Al-Ghafry, 670-3302
Jody Puckett, 670-3390

MAPSCO: 34X

SUBJECT

Authorize an amendment to an existing lease agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System to extend the lease agreement for an additional five-years for approximately 1,000 square feet of office space located at 5200 Harry Hines Boulevard to be used as Communication and Information Services Mobile Data Terminal for the period February 1, 2018 through January 31, 2023 – Not to exceed \$5,000 - Financing: Communication and Information Services Current Funds (subject to annual appropriations)

BACKGROUND

This item authorizes an amendment to an existing lease agreement with Dallas County Hospital District d/b/a Parkland Health & Hospital System to extend the lease agreement for an additional five-years for approximately 1,000 square feet of office space located at 5200 Harry Hines Boulevard. The five-year extension will provide for the continued use of Communication and Information Services Mobile Data Terminal.

The five-year extension will begin on February 1, 2018 through January 31, 2023.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions Infrastructure & Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Communication and Information Services Current Funds (subject to annual appropriations) - \$5,000

OWNER

Dallas County Hospital District d/b/a Parkland Health & Hospital System

Fredrick P. Cerise, M.D., MPH, President

MAP

Attached

January 24, 2018

WHEREAS, the City of Dallas, a Texas municipal corporation (“City”), as tenant, and Dallas County Hospital District d/b/a Parkland Health and Hospital System, a political subdivision of the State of Texas (“Landlord”), as Landlord, executed a Lease Agreement dated July 17, 2017, whereby City leased approximately 1,000 square feet of office space on the 12th floor, having a street address of 5200 Harry Hines, City of Dallas, Dallas County, Texas (the “Lease”); and

WHEREAS, the Lease, as amended, expires by its own terms on January 31, 2018; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the Lease to provide for an additional five-year term.

Now, Therefore,

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

SECTION 1. That the City Manager, is hereby authorized to sign the First Amendment to the Lease Agreement between Dallas County Hospital District d/b/a Parkland Health and Hospital System, a political subdivision of the State of Texas, and the City of Dallas, approved as to form by the City Attorney.

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

- a. The term of the Lease is extended for an additional five (5) years, effective February 1, 2018 and ending January 31, 2023, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- b. Annual rental payments shall be as follows (subject to annual appropriations):

February 1, 2018 – January 31, 2023	\$1,000.00 per year
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- c. All other terms of the Lease hereby shall remain unchanged and in full force and effect.

SECTION 3. That the Chief Financial Officer is hereby authorized to draw warrants payable to Dallas County Hospital District d/b/a Parkland Health and Hospital System, or its successors and assigns on the first day of each year in advance during the lease term beginning February 1, 2018 in the amount specified below:

February 1, 2018 – January 31, 2023 (subject to annual appropriations)	\$1,000.00 per year
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January 24, 2018

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

February 1, 2018 - January 31, 2023: Fund 0197, Department DSV, Unit 1812, Object 3099, Encumbrance/Contract No. CX-DSV-2018-00004848, Commodity 97145, Vendor VC0000012333.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective utility, sanitation and janitorial companies upon receipt of a bill for services or other applicable charges throughout the term of the lease.

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

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

BY:


Assistant City Attorney

AGENDA ITEM # 9

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 54G

SUBJECT

An ordinance granting a private license to Bishop Arts Phase 1A LLC, for the use of approximately 314 square feet of aerial space to occupy, maintain and utilize one canopy without premise sign over a portion of 9th Street right-of-way near its intersection with Bishop Avenue – Revenue: \$100 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to Bishop Arts Phase 1A LLC, for the use of approximately 314 square feet aerial space to occupy, maintain and utilize one canopy without premise sign over a portion of 9th Street right-of-way near its intersection with Bishop Avenue. 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)

Information about this matter will be provided to the Mobility Solutions Infrastructure & Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Revenue - \$100 one-time fee, plus the \$20 ordinance publication fee

OWNER

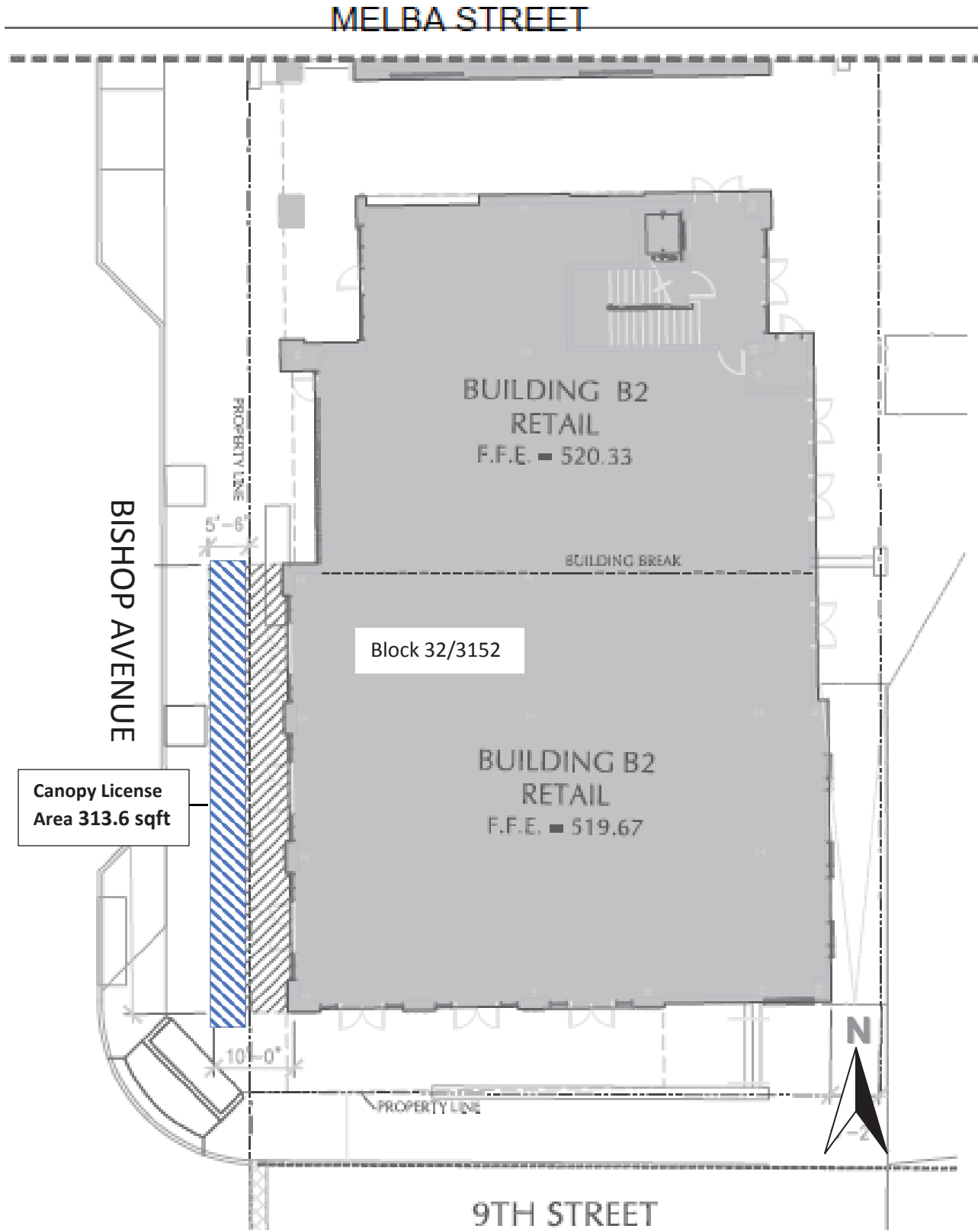
Bishop Arts Phase 1A LLC

Exxir LLC

Farrokh N. Nazerian, Managing Member

MAP

Attached



LICENSE AREA

ORDINANCE NO. _____

An ordinance granting a private license to Bishop Arts Phase 1A LLC, to occupy, maintain and utilize a portion of Bishop Avenue public right-of-way located near the intersection of 9th Street adjacent to City Block 32/3152 within the limits hereinafter more fully described, for the purpose of occupying, maintaining and utilizing a canopy without premise sign; 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

SECTION 1. That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Bishop Arts Phase 1A LLC, a Texas limited liability company its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **ONE HUNDRED AND NO/100 (\$100.00) DOLLARS**, for the license herein granted, said sum to be paid prior to the final passage of this ordinance and shall cover the consideration for the license term, in accordance with the 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 the General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE’s** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from

SECTION 3. (continued)

the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: occupy, maintain, and utilize a canopy without premise sign.

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

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution duly passed by said Governing Body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in Exhibit B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 7. That the license and the proposed use of the licensed area is subject to the following terms and conditions:

- (a) **GRANTEE** shall comply with the requirements of Planned Development District (PD) No. 830; and

SECTION 7. (continued)

- (b) **GRANTEE** must obtain a right-of-way permit from the Public Works Department in addition to any required building permit; and
- (c) **GRANTEE** must comply with the Americans with Disabilities Act and Texas Accessibility Standard Requirements.

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

SECTION 11. (continued)

publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this contract is designated as Contract No. DEV-2018-00004697.

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

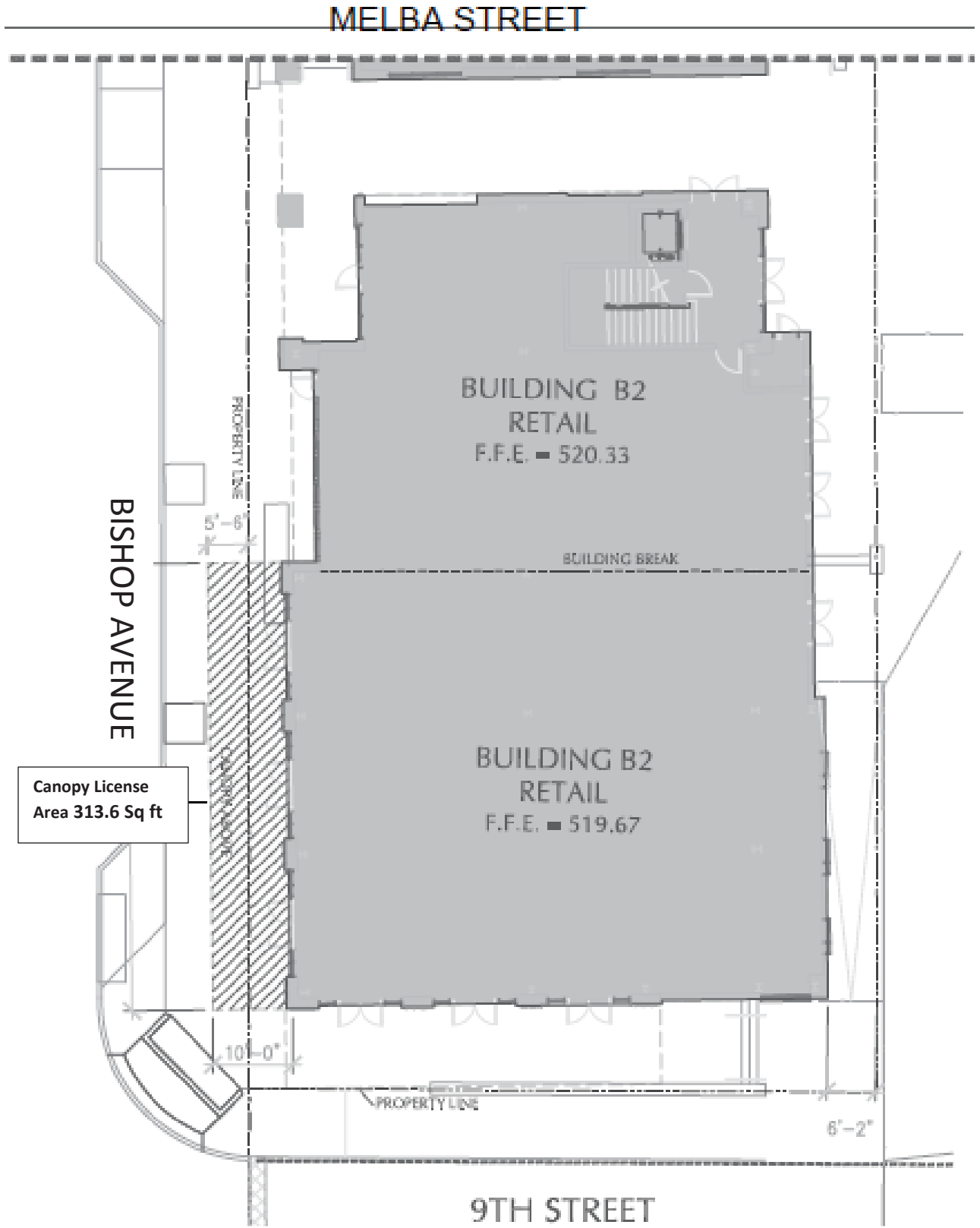
DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
Assistant Director

Passed _____.

EXHIBIT A



**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of whether such damage is due to

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h)** This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

AGENDA ITEM # 10

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45L

SUBJECT

An ordinance granting a revocable license to Dallas MTA, L.P. d/b/a Verizon Wireless, for the use of a total of approximately 10 square feet of aerial space to install, maintain and utilize two aerial signs over a portion of Commerce Street right-of-way located near its intersection with Ervay Street - Revenue: \$2,000 annually, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a revocable license to Dallas MTA, L.P. d/b/a Verizon Wireless, for the use of a total of approximately 10 square feet of aerial space to install, maintain and utilize two aerial signs over a portion of Commerce Street right-of-way located near its intersection with Ervay Street. 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)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Revenue - \$2,000 annually, plus the \$20 ordinance publication fee

OWNER

Dallas MTA, L.P. d/b/a Verizon Wireless

Verizon Wireless Texas, LLC, General Partner

John G. Stratton, President

MAP

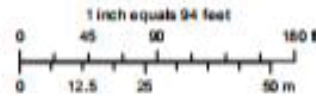
Attached



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




 Dallas Central Appraisal District
 2949 N Stemmons Freeway
 Dallas, TX 75247-6195
 (214) 631-1342
 www.dallascad.org



DCAD, NCTCOG, USGS, Esri, Inc



LICENSE AREAS

ORDINANCE NO. _____

An ordinance granting a revocable license to Dallas MTA, L.P. d/b/a Verizon Wireless to install, maintain and utilize a portion of Commerce Street right-of-way located near the intersection of Commerce and Ervay Streets, adjacent to City Block 135/96 within the limits hereinafter more fully described, for the purpose of installing, maintaining and utilizing two aerial signs; 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.

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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 Dallas MTA, L.P. d/b/a Verizon Wireless, a Delaware 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 areas” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of five (5) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** 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 **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2018. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of the Department of Sustainable Development may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in the General Fund, Fund 0001, Department DEV,

SECTION 3. (continued)

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: to install, maintain and utilize two aerial signs over a portion of Commerce Street right-of-way.

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 areas 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 (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in Exhibit B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

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

- (a) **GRANTEE** acknowledges that the City of Dallas' alignment of Streetcar Central Link has not been set and one of the proposed alignments is on Commerce Street.
- (b) **GRANTEE** shall obtain a right-of-way permit from Public Works Department in addition to any required Building Permits and assure Texas Department of Licensing and Regulation and American Disability Act (TDLR/ADA) requirements are met for all signage.

SECTION 8. That upon the effectiveness of this ordinance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 9. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 10. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restrictions and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the 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 contract is designated as Contract No. DEV-2018-00005088.

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

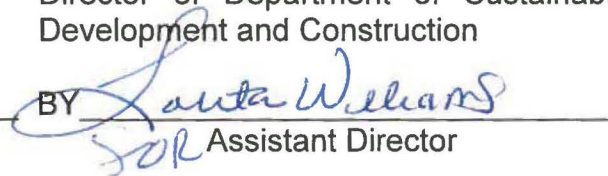
BY



Assistant City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY



SOR Assistant Director

Passed _____.

LICENSE AGREEMENT
BEING PART OF COMMERCE STREET
ADJACENT TO
CITY OF DALLAS BLOCK 135/96
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

Description of a 10 square foot or 0.0002 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas and being a portion of Commerce Street (78.7 feet wide) (Volume 143, Page 403, Map Records, Dallas County, Texas); said 10 square foot tract also being adjacent to City of Dallas Block 135/96 of Smith, Murphy and Martin Addition, an addition to the City of Dallas, Texas recorded in Volume 143, Page 403, Map Records, Dallas County, Texas; said 10 square foot tract also being adjacent to that tract of land conveyed to FC Merc Complex, LP, by General Warranty Deed recorded in County Clerk's Instrument No. 200503552633, Official Public Records, Dallas County, Texas; said 10 square foot tract being more particularly described by metes and bounds as follows;

COMMENCING, at a PK nail found at the southwest corner of said City Block 135/96; said point also being at the intersection of the northeast right-of-way line of Ervay Street (50 feet wide) (Volume 143, Page 403, Map Records, Dallas County, Texas) and the northwest right-of-way line of said Commerce Street;

THENCE, North 76 degrees 00 minutes 00 seconds East, with said northwest right-of-way line, a distance of 1.87 feet to the POINT OF BEGINNING;

THENCE, North 76 degrees 00 minutes 00 seconds East, continuing, with said northwest right-of-way line, a distance of 22.92 feet to a point for corner, from which a "+" cut in concrete found bears North 76 degrees 00 minutes 00 seconds East, a distance of 275.21 feet;

THENCE, South 14 degrees 00 minutes 00 seconds East, leaving said northwest right-of-way line, a distance of 0.60 feet to a point for corner;

THENCE, South 76 degrees 00 minutes 00 seconds West, a distance of 12.50 feet to a point for corner;

THENCE, North 14 degrees 00 minutes 00 seconds West, a distance of 0.50 feet to a point for corner;

THENCE, South 76 degrees 00 minutes 00 seconds West, a distance of 9.82 feet to a point for corner;

THENCE, South 30 degrees 29 minutes 42 seconds West, a distance of 3.62 feet to a point for corner;

THENCE, North 59 degrees 30 minutes 18 seconds West, a distance of 0.50 feet to a point for corner;

THENCE, North 30 degrees 29 minutes 42 seconds East, a distance of 3.27 feet to the POINT OF BEGINNING;

CONTAINING, 10 square feet or 0.0002 acres of land, more or less.

Bearings are based upon the northwest right-of-way line of Commerce Street bearing North 76 degrees 00 minutes 00 seconds East, according to the plat of Smith, Murphy and Martin's Addition, recorded in Volume 143, Page 403, Deed Records Dallas County Texas.

(For SPRG use only)
Reviewed by: <u>G.S.</u>
Date: <u>12-11-17</u>
SPRG NO: 4341



**CITY BLOCK 135/96
SMITH, MURPHY
AND MARTIN ADDITION**
V. 143, P. 403
M.R.D.C.T.

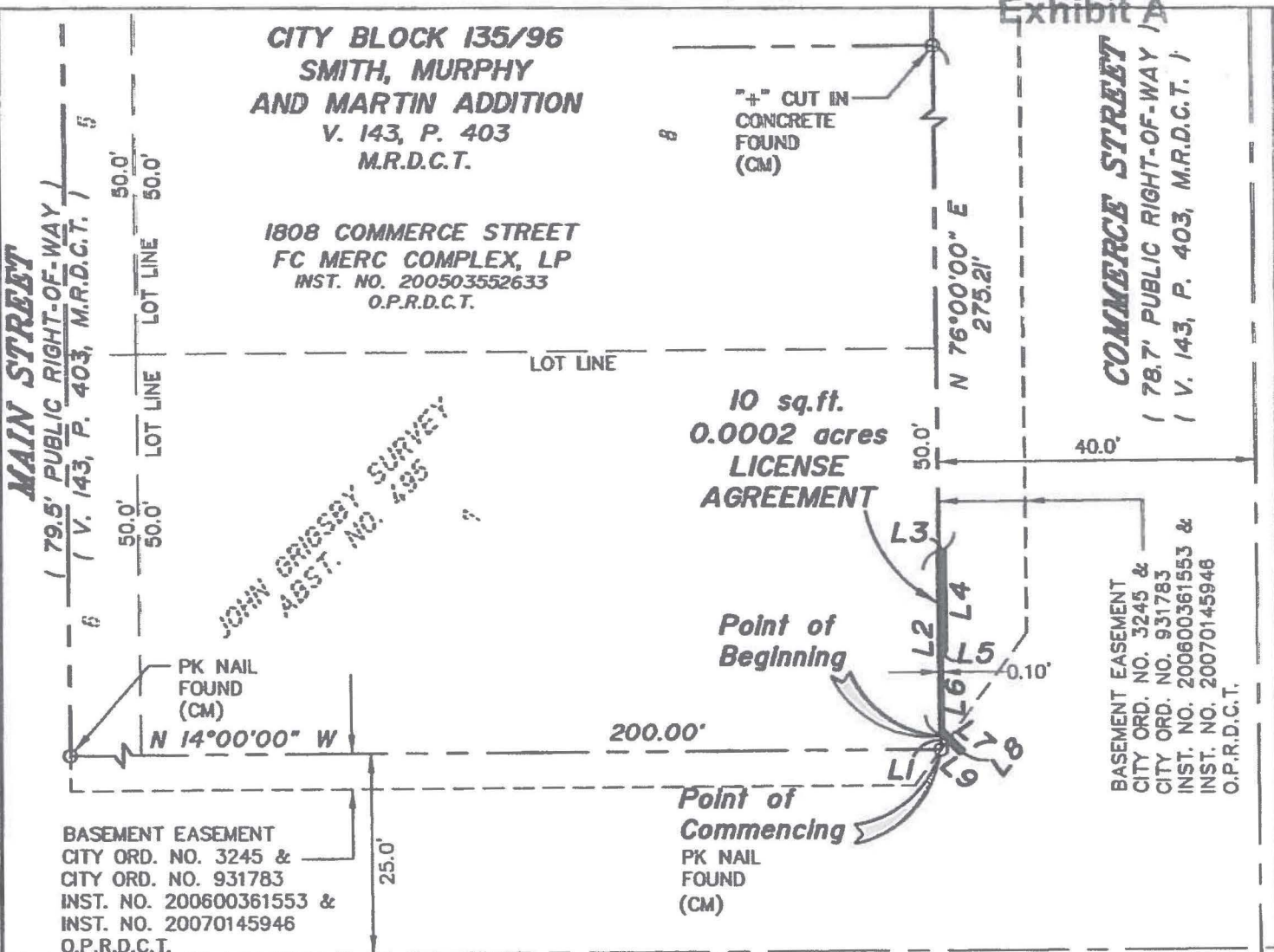
**1808 COMMERCE STREET
FC MERC COMPLEX, LP**
INST. NO. 200503552633
O.P.R.D.C.T.

JOHN GRIGSBY SURVEY
ABST. NO. 495

"+" CUT IN
CONCRETE
FOUND
(CM)

COMMERCE STREET
(78.7' PUBLIC RIGHT-OF-WAY)
(V. 143, P. 403, M.R.D.C.T.)

BASEMENT EASEMENT
CITY ORD. NO. 3245 &
CITY ORD. NO. 931783
INST. NO. 200600361553 &
INST. NO. 20070145946
O.P.R.D.C.T.



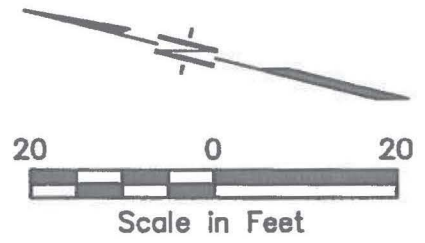
ERVAY STREET
(50' PUBLIC RIGHT-OF-WAY)
(V. 143, P. 403, M.R.D.C.T.)

LINE TABLE

LINE	DISTANCE	BEARING
L1	1.87'	N 76°00'00" E
L2	22.92'	N 76°00'00" E
L3	0.60'	S 14°00'00" E
L4	12.50'	S 76°00'00" W
L5	0.50'	N 14°00'00" W
L6	9.82'	S 76°00'00" W
L7	3.62'	S 30°29'42" W
L8	0.50'	N 59°30'18" W
L9	3.27'	N 30°29'42" E

LEGEND

M.R.D.C.T.- Map Records, Dallas
County, Texas
O.P.R.D.C.T.- Official Public Records,
Dallas County, Texas
(CM)- Controlling Monument
Inst. No.- Instrument Number
V.- Volume
P.- Page



Bearings are based upon the northwest right-of-way line of Commerce Street bearing N 76°00'00" E, according to the plat of Smith, Murphy and Martin's Addition, recorded in Volume 143, Page 403, D.R.D.C.T.

LICENSE AGREEMENT

BEING
PART OF COMMERCE STREET
ADJACENT TO
CITY OF DALLAS BLOCK 135/96
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Gonzalez & Schneeberg
engineers - surveyors
2100 Lakeside Boulevard
Suite 200, Richardson, Texas 75082
(972) 518-8855 Fax:(972) 518-8901



(For SPRG use only)
Reviewed by: Q.S.
Date: 12-11-17
SPRG NO: 4341

**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

2

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of whether such damage is due to

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

January 24, 2018

COUNCIL DISTRICT(S):

1, 2

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

44Z 45P S T W 54D

SUBJECT

Authorize **(1)** an Interlocal Agreement with the North Central Texas Council of Governments related to the transfer of ownership of Transportation Investments Generating Economic Recovery funded Modern Streetcar Project assets and streetcar project-related funds; **(2)** receipt and deposit of funds from SLF III - Canyon Developer Funds in the amount of \$3,000,000; **(3)** an increase in appropriations in the amount of \$1,114,809 from \$975,000 to \$2,089,809 in General Funds; and **(4)** payment to Dallas Area Rapid Transit for operation and maintenance costs for the Dallas Streetcar System for Fiscal Year 2018 - Total not to exceed \$2,089,809 - Financing: General Funds (\$2,089,809)

BACKGROUND

The City of Dallas maintains several Interlocal Agreements (ILAs) with the North Central Texas Council of Governments (NCTCOG), Federal Transit Administration (FTA), Texas Department of Transportation (TxDOT), and with Dallas Area Rapid Transit (DART) pertaining to the Dallas Streetcar System. These ILAs established the City of Dallas as the owner of the Dallas Streetcar and allow for the City to rely on technical expertise from DART to operate and maintain the Dallas Streetcar on behalf of the City.

On September 15, 2009, the City of Dallas and NCTCOG jointly applied for Transportation Investments Generating Economic Recovery ("TIGER") grant funds to construct the first phase of the Dallas modern streetcar. This first phase has often been referred to as the "TIGER" phase or the "Starter" phase of the streetcar project. Subsequent phases have been referred to as "Extensions".

BACKGROUND (continued)

On December 27, 2010, the FTA awarded a TIGER grant to NCTCOG for construction of the first phase of the streetcar system. As grantee, NCTCOG also receives title to the assets acquired with the grant funds. These assets include the streetcar rail from Union Station to North Oak Cliff near Methodist Hospital, the streetcar power supply equipment, the first two streetcar vehicles, and other components of the streetcar system.

If approved, this action will authorize the City Manager to enter into an ILA with NCTCOG to transfer the project assets to the City. Entering into the ILA and transferring the assets is also consistent with the existing ILA between DART, NCTCOG, and the City dated May 26, 2011 and authorized by Resolution No. 11-1185 on April 27, 2011.

On June 22, 2011, City Council, acting on behalf of the Davis Garden TIF District, authorized a development agreement with SLF III – The Canyon TIF, LP (Developer) to fund \$3,000,000 towards the North Oak Cliff Streetcar System over a ten-year period by Resolution No. 11-1751. In the agreement, dated January 16, 2015, the Developer agreed to pay \$300,000 annually to NCTCOG for Streetcar support over a ten-year period. To date \$1,200,000 has been collected by NCTCOG. The next payment of \$300,000 is anticipated by September 2019.

This action will transfer to the City, the \$1,200,000 in developer funds already collected by NCTCOG, plus up to an additional \$1,800,000 in future developer funds as they are received.

On May 28, 2014, City Council authorized the City Manager to negotiate an ILA with DART for the operation and maintenance (O&M) of the Dallas Streetcar System (Union Station to Methodist Hospital) by Resolution No. 14-0831. This ILA, which was executed by the City Manager on September 19, 2014 and executed by DART on January 27, 2015, further defined roles and responsibilities for the ongoing O&M of the streetcar system.

On June 15, 2016, Resolution No. 16-0980 authorized an amendment to the ILA to also include the operation and maintenance of the extensions to the streetcar system. As expected, the City and DART continue to operate based on the terms outlined in this amended ILA.

DART has estimated the total streetcar O&M costs for FY 2017-18 to be \$2,089,809, of which \$579,809.00 was included in DART's budget. Due to the unanticipated receipt of developer funds, DART will defer these costs in the current Fiscal Year. The \$975,000 included in the City's annual budget for FY 2017-18 for Streetcar O&M will be reduced to \$889,000. The \$1,200,000 balance will be provided by the developer funds. In accordance with the O&M ILA with DART, DART covers the O&M costs and then invoices the City on a monthly basis.

BACKGROUND (continued)

The FY 2017-18 needs for the Streetcar O&M are \$2,089,809. This need represents an increase of \$568,283 over last year's O&M budget of \$1,521,526. The increase is primarily due to extending the operating hours in the morning from 9:30 AM to Midnight to 5:30 AM to Midnight. Also the headways between streetcars was reduced from 30 minutes to 20 minutes.

This proposed action will also authorize the payment of funds to DART for O&M up to the allocated amounts of \$889,000 budgeted in the General Fund and \$1,200,000 in developer funds totaling \$1,875,000.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 26, 2011, NCTCOG, the City of Dallas, and DART entered into an ILA to establish each party's respective roles and responsibilities for the planning, construction, implementation, operation, and maintenance of the Project.

On May 28, 2014, City Council authorized an Interlocal Agreement with the Dallas Area Rapid Transit to detail agency roles and responsibilities related to operation and maintenance of the TIGER Grant-funded Dallas Streetcar Project (Union Station to North Oak Cliff) by Resolution No. 14-0831.

On June 15, 2016, City Council authorized an amendment to the ILA with DART to provide for the operation and maintenance costs for the southern and northern extensions of the Dallas Streetcar System (Union Station to North Oak Cliff) and two additional vehicles by Resolution No. 16-0980.

On June 15, 2016, City Council authorized payment to Dallas Area Rapid Transit for operation and maintenance costs for the Dallas Streetcar System (Union Station to North Oak Cliff) for Fiscal Year 2016, by Resolution No. 16-0981.

On March 22, 2017, City Council authorized payment to Dallas Area Rapid Transit for the operation and maintenance of the Dallas Streetcar System (Union Station to North Oak Cliff) for Fiscal Year 2017, by Resolution No. 17-0489.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

General Funds - \$2,089,809

The combination of the City's revised budget of \$889,000, plus the one-time receipt of \$1,200,000 in developer funds for the streetcar will provide a total of \$2,089,809. Assuming a 3% escalation of O&M costs in future years, the O&M budget would develop as follows:

FY 2017-18 Budget Need = \$2,089,809

<u>Budget as of</u> <u>10/1/17</u>	<u>Proposed</u> <u>Amendment</u>	<u>Variance</u>	
\$ 975,000	\$ 889,809	\$ 85,191	General Fund*
\$ -	\$1,200,000	(\$1,200,000)	SLF III - Canyon Developer Funds* (of the \$1,200,000 One-Time amount)
<u>\$ 579,809</u>	<u>\$ -</u>	<u>\$ 579,809</u>	DART Contribution (deferred to future FY)**
\$1,554,809	\$2,089,809	(\$ 535,000)	Total

FY 2018-19 Budget Need = \$2,152,503

\$ 975,000	\$ 692,885	\$282,115	General Fund*
\$ -	\$ 300,000	(\$300,000)	SLF III - Canyon Developer Funds (Annual)*
\$ -	\$ 579,809	(\$579,809)	DART Contribution Surplus from FY 2017-18**
<u>\$ 579,809</u>	<u>\$ 579,809</u>	<u>\$ -</u>	DART Contribution **
\$1,554,809	\$2,152,503	(\$597,694)	Total

FY 2019-20 Budget Need = \$2,217,078

\$1,337,269	\$1,337,269	\$ -	General Fund*
\$ 300,000	\$ 300,000	\$ -	SLF III - Canyon Developer Funds (Annual)*
<u>\$ 579,809</u>	<u>\$ 579,809</u>	<u>\$ -</u>	DART Contribution**
\$2,217,078	\$2,217,078	\$ -	

* City Contribution

** DART Contribution

FISCAL INFORMATION (continued)

<u>Council District</u>	<u>Amount</u>
1	\$1,880,828.00
2	<u>\$ 208,981.00</u>
Total	\$2,089,809.00

Future year funding of escalation of O&M will be considered during FY 2018-19 budget development.

MAP

Attached


Dallas Modern Streetcar Extensions


Districts: 1, 2

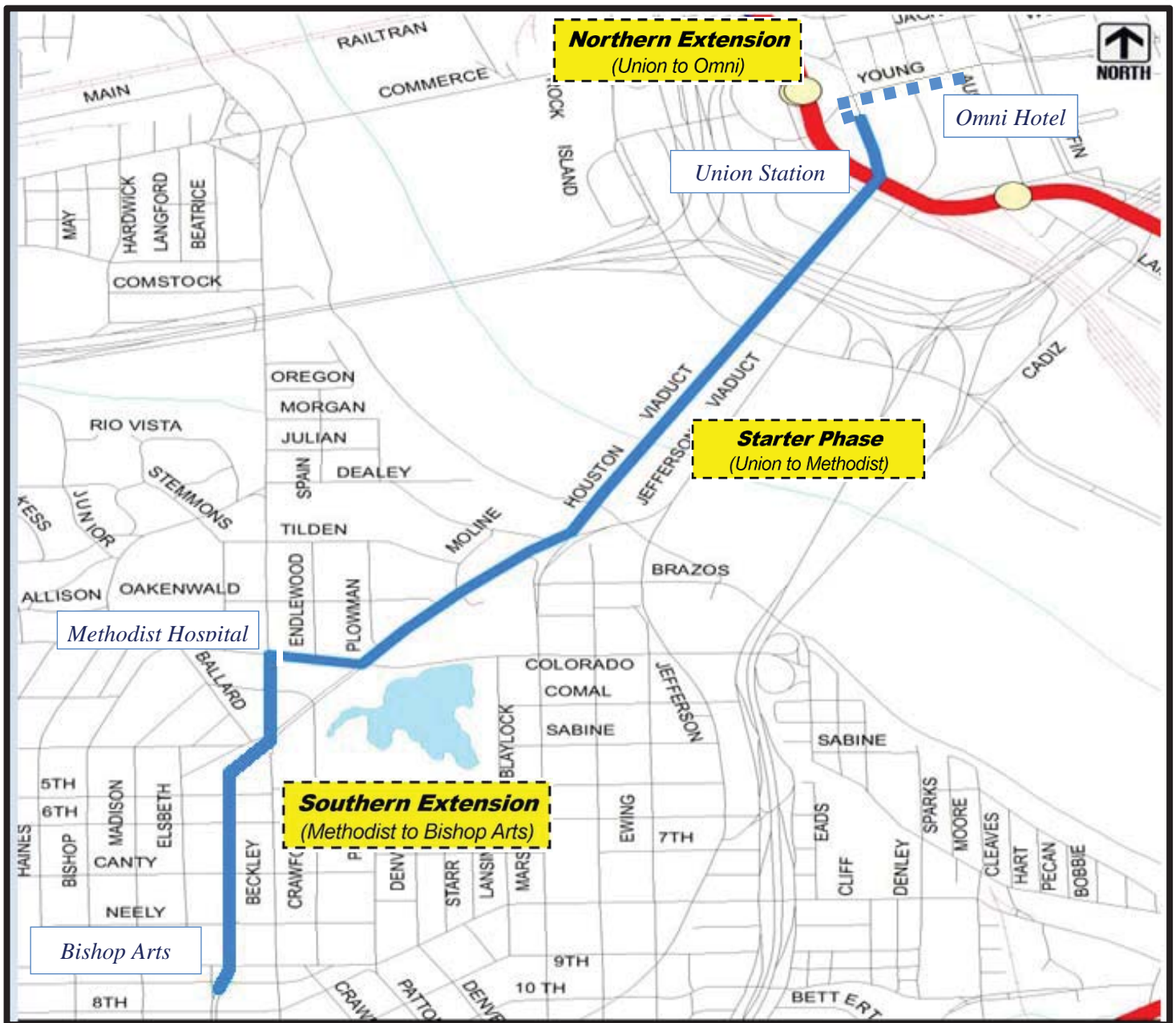
MAPSCO: 44Z, 45P, S, T, W, 54D



LEGEND

STREETCAR ROUTE = 

DART TRAIN ROUTE = 



January 24, 2018

WHEREAS, the City of Dallas, Dallas Area Rapid Transit (DART), North Central Texas Council of Governments (NCTCOG) and Texas Department of Transportation (TxDOT) have entered into interlocal agreements (ILAs) related to the funding, construction, and operation of the Dallas Streetcar System; and

WHEREAS, on September 15, 2009, NCTCOG and the City of Dallas submitted, as joint applicants, a Transportation Infrastructure Generating Economic Recovery (TIGER) grant application to the United States Department of Transportation (USDOT) for the planning, construction, and implementation of the Dallas Streetcar Project (the Project) in the City; and

WHEREAS, on February 17, 2010, USDOT awarded \$23 million from the TIGER grant program for the Project; and

WHEREAS, on May 17, 2010, NCTCOG, as the Project sponsor entered into a Memorandum of Understanding (MOU) with USDOT, Federal Transit Administration (FTA) which established the statement of work, project budget, the project schedule, and the project finance plan; and

WHEREAS, on April 27, 2011, City Council authorized an ILA with NCTCOG and DART to detail agency roles and responsibilities related to the financial commitment for operation and maintenance of the TIGER Grant Streetcar Project, by Resolution No. 11-1185; and

WHEREAS, on August 29, 2012, the FTA provided written approval for the transfer of project assets to the City subject to the inclusion of a reversionary clause that ensures NCTCOG's ability to maintain satisfactory continuing control for the life of the project assets should the City fail in its obligations; and

WHEREAS, all project site work has been completed, the project vehicles are operational, and DART, NCTCOG, and the City of Dallas have fulfilled or are currently fulfilling their respective project roles and responsibilities; and

WHEREAS, on June 22, 2011, City Council, authorized a development agreement with SLF III - The Canyon TIF, L.P., "SLF" to dedicate future TIF revenues pursuant to the Davis Garden TIF District to extend and to support the North Oak Cliff Streetcar in the Davis Garden TIF District, in an amount not to exceed \$3,000,000.00; and

January 24, 2018

WHEREAS, on June 22, 2011, City Council issued a resolution declaring the intent of Tax Increment Financing Reinvestment Zone Number Sixteen (Davis Garden TIF District) to reimburse the SLF III - The Canyon TIF, L.P., "SLF" a grant of up to \$3,000,000.00, pursuant to the Davis Garden TIF district Grant Program, for expenditures necessary or convenient to the implementation of the project plans for the Davis Garden TIF District to extend and to support the North Oak Cliff Streetcar in the Davis Garden TIF district; and

WHEREAS, to date, NCTCOG has received \$1,200,000.00 from the Developer and anticipates receiving an additional \$1,800,000.00 in funds from the Developer in the future.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Interlocal Agreement with NCTCOG to **(1)** transfer the TIGER Grant Streetcar Project assets and streetcar project-related funds to the City of Dallas **(2)** transfer to the City, funds collected from SLF III - The Canyon TIF, LP for the Dallas Streetcar, approved as to form by the City Attorney; and **(3)** make payments to Dallas Area Rapid Transit for operation and maintenance costs for the Dallas Streetcar System for Fiscal Year 2018, not to exceed \$2,089,809.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit SLF III - The Canyon TIF, LP Funds, Fund 0001, Department BMS, Unit 1991 Activity INGV, Revenue Code 6512, in an amount not to exceed \$3,000,000.00 plus accrued interest.

SECTION 3. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$1,114,809 from \$975,000 to \$2,089,809 in General Fund, Fund 0001, Department BMS, Unit 1991, Object 3070.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

General Fund					
Fund 0001, Department BMS, Unit 1991, Activity OF01					
Object 3070, Program No. PBPRP629, Encumbrance					
MASC-PBW-2017-00003478					
Vendor 232802, in an amount not to exceed				\$2,089,809	

SECTION 5. That the contract with NCTOG is designated as Contract No. TRN-2018-00004376.

January 24, 2018

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

AGENDA ITEM # 12

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

January 24, 2018

COUNCIL DISTRICT(S):

1, 2

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

44Z 45P S T W 54D

SUBJECT

Authorize **(1)** acceptance of a grant from the Texas Department of Transportation (TxDOT) (Grant No. CSJ 0918-47-972) for extending the Dallas Streetcar System to Bishop Arts District and to the Omni Hotel and Kay Bailey Hutchison Convention Center and to purchase streetcar vehicles in an amount not to exceed \$8,095,751; **(2)** establishment of appropriations in an amount not to exceed \$8,095,751 in the TIGER Modern Streetcar System Fund; **(3)** receipt and deposit of TxDOT grant funds in an amount not to exceed \$8,095,751 in the TIGER Modern Streetcar System Fund; and **(4)** execution of the Advance Funding Agreement with the Texas Department of Transportation - Not to exceed \$8,095,751 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

The City maintains several Interlocal Agreements ILAs with the North Central Texas Council of Governments (NCTCOG), Federal Transit Administration (FTA), Texas Department of Transportation (TxDOT), and with Dallas Area Rapid Transit (DART) pertaining to the Dallas Streetcar System. These ILAs established the City of Dallas as the owner of the Dallas Streetcar and allowed for the City to rely on technical expertise from DART to operate and maintain the Dallas Streetcar on behalf of the City.

This proposed action seeks to authorize the City Manager to sign an Advance Funding Agreement with TxDOT to reallocate unused Regional Tollroad Revenue (RTR) funds from completed streetcar phases and apply them to the Streetcar Extensions.

BACKGROUND (continued)

The Urban Circulator Project expanded the McKinney Avenue Trolley service to the Central Business District. Streetcar track and power supply were constructed on St. Paul Street from Ross Avenue to Federal Street. This project was also designed to accommodate the modern streetcar following a future connection to the Central Link. FTA "Urban Circulator" funds in the amount of \$4,900,000.00 and RTR funds in the amount of \$5,000,000.00 were allocated to this project. Of the RTR funds, approximately \$3,000,000.00 remain unused.

The Starter Phase of the Dallas Streetcar System was constructed to provide service from Union Station downtown to near the Methodist Hospital in North Oak Cliff. RTR funds, in the amount of \$15,800,000.00 were allocated to the Starter Phase. Of these RTR funds approximately \$5,100,000.00 remain unused.

The Streetcar Extension Projects extended the streetcar service south from the Methodist Hospital to the Bishop Arts District, and north from Union Station to the Omni Hotel, and provided two more streetcar vehicles. Texas Mobility Funds in the amount of \$30,872,531.00 were allocated for these projects. However, these funds are insufficient to complete the work.

NCTCOG has approved reallocating the unused RTR funds from the Urban Circulator and Starter Projects to the Streetcar Extension Projects. These funds will be sufficient to complete the streetcar extensions and to purchase two additional vehicles.

In order to receive these RTR funds, the City must enter into an Advanced Funding Agreement with TxDOT. This action, if approved, will authorize the City Manager to sign the agreement and receive the \$8,095,750.75 in unused RTR grant funds from completed streetcar phases and apply them to the streetcar extensions.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 15, 2009, NCTCOG and the City jointly submitted a Transportation Investments Generating Economic Recovery (TIGER) grant application to FTA for the planning, construction, and implementation of the Starter Phase of the Dallas Streetcar System.

On February 17, 2010, FTA awarded \$23 million from the TIGER grant program for the Starter Phase (Union Station to North Oak Cliff).

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

On August 4, 2010, the City Council authorized acceptance of a grant from NCTCOG, functioning as agent for the Texas Department of Transportation for the development of a modern streetcar system that will operate in and around the Central Business District; execute an ILA with NCTCOG and DART to detail project roles and responsibilities related to technical engineering, environmental analysis and public involvement of the TIGER Grant streetcar proposal; ILA with DART to outline project roles and responsibilities related to the development of the Streetcar System Plan and Financial Feasibility Analysis; an Interlocal Cooperation Agreement with DART to establish a cooperative purchasing program for goods and services by Resolution No. 10-1921.

On May 26, 2011, NCTCOG, the City, and DART entered into an ILA to establish each party's respective roles and responsibilities for the planning, construction, implementation, operation, and maintenance of the Project.

On April 11, 2012, City Council authorized an ILA with NCTCOG and DART to detail agency roles and responsibilities related to procurement and financial matters for implementation of the TIGER Grant funded Dallas Streetcar Project (Union Station to North Oak Cliff) by Resolution No. 12-1041.

On June 27, 2012, City Council authorized the acceptance of an RTR grant from TxDOT functioning as agent for NCTCOG for the development of a modern streetcar loop extending from the McKinney Avenue Trolley terminus at St. Paul Street to the connection with the Olive Street extension by Resolution No. 12-1649.

On August 8, 2012, City Council authorized the acceptance of an RTR grant from NCTCOG for the development of a modern streetcar system that will operate from Union Station in the Central Business District into North Oak Cliff near Methodist Hospital by Resolution No. 12-1921.

On April 10, 2013, City Council authorized an ILA with DART related to procurement and financial matters for implementation of the Urban Circulator Streetcar by Resolution No. 13-0618.

On September 24, 2014, City Council authorized the acceptance of a grant from the NCTCOG, functioning as agent for the TxDOT, for the extension of the TIGER Modern Streetcar System which will operate in North Oak Cliff from Methodist Hospital to the Bishop Arts District; the acceptance of a grant from the NCTCOG, functioning as agent for the TxDOT, for the extension of the TIGER Modern Streetcar System which will operate in the Central Business District from Union Station to the Omni Hotel; and the acceptance of a grant from the NCTCOG, functioning as agent for the TxDOT for the purchase of streetcar vehicles to operate on the expanded modern streetcar system by Resolution No. 14-1645.

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

On September 24, 2014, City Council authorized an Interlocal Agreement with DART to outline project roles and responsibilities related to design and design support for the northern and southern extensions and the procurement of rail for the southern extension by Resolution No. 14-1646.

On April 8, 2015, City Council authorized an Interlocal Agreement with DART for construction services for extension of the Dallas Union Station to Oak Cliff Streetcar Project (Union Station to North Oak Cliff) by Resolution No. 15-0709.

On June 17, 2015, City Council authorized the disbursement of funds to DART for construction of extensions of the Dallas Streetcar Project, and for the purchase of two additional Streetcar vehicles to serve the expanded system by Resolution No. 15-1168.

On May 11, 2016, City Council authorized the disbursement of additional funds to DART for the construction of the Dallas Streetcar Extension Project by Resolution No. 16-0737.

On May 11, 2017, NCTCOG approved reallocating unused funds from the St. Paul Street (Urban Circulator) phase and from the Starter (TIGER) Phase to the Streetcar Extensions phase. These additional funds will be sufficient to complete the streetcar extensions and vehicle purchase.

Information on this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Texas Department of Transportation Grant Funds - \$8,095,750.75

<u>Council District</u>	<u>Amount</u>
1	\$7,286,175.68
2	<u>\$ 809,575.07</u>
Total	\$8,095,750.75

MAP

Attached

January 24, 2018

WHEREAS, the City of Dallas recognizes the emerging evolution of transportation infrastructure in the city of Dallas and the importance of providing an integrated transportation system that balances the needs of pedestrians, transit, bicycles and automobiles; and

WHEREAS, on June 8, 2005, City Council adopted the Comprehensive Transportation Plan for the Dallas Central Business District by Resolution No. 05-1759; and

WHEREAS, the principles of Complete Streets must be employed across the city and the development of a streetcar network for downtown and the surrounding communities is essential to establishing livable, sustainable communities; and

WHEREAS, the City of Dallas, Dallas Area Rapid Transit (DART), North Central Texas Council of Governments (NCTCOG) and Texas Department of Transportation (TxDOT) have entered into interlocal agreements (ILAs) related to the funding, construction, and operation of the Dallas Streetcar System; and

WHEREAS, on September 15, 2009, NCTCOG and the City of Dallas jointly submitted a Transportation Investments Generating Economic Recovery (TIGER) grant application to the Federal Transit Administration (FTA) for the planning, construction, and implementation of the Starter Phase of the Dallas Streetcar System; and

WHEREAS, on February 17, 2010, FTA awarded \$23 million from the TIGER Grant Program for the Starter Phase (Union Station to North Oak Cliff) of the Dallas Streetcar System; and

WHEREAS, on May 17, 2010, NCTCOG, as the project sponsor, entered into a Memorandum of Understanding (MOU) with USDOT, FTA, which established the statement of work, project budget, the project schedule, and the project finance plan; and

WHEREAS, on August 4, 2010, City Council authorized acceptance of a \$10,000,000.00 grant from NCTCOG, functioning as agent for TxDOT, for the development of a modern streetcar system that will operate in and around the Central Business District; Interlocal Agreement with the NCTCOG and DART to detail project roles and responsibilities related to technical engineering, environmental analysis and public involvement of the TIGER Grant streetcar proposal; into an Interlocal Agreement with DART in the amount of \$3,000,000.00 to outline project roles and responsibilities related to the development of the Streetcar System Plan and Financial Feasibility Analysis; and an Interlocal Cooperation Agreement with DART to establish a cooperative purchasing program for goods and services by Resolution No. 10-1921; and

January 24, 2018

WHEREAS, on April 27, 2011, City Council authorized an ILA with NCTCOG and DART to detail agency roles and responsibilities related to the financial commitment for operation and maintenance of the TIGER Grant streetcar project (Union Station to Methodist Hospital) by Resolution No. 11-1185; and

WHEREAS, on May 26, 2011, NCTCOG, the City, and DART entered into an ILA to establish each party's respective roles and responsibilities for the planning, construction, implementation, operation, and maintenance of the Project; and

WHEREAS, on April 11, 2012, City Council authorized an ILA with NCTCOG and DART to detail agency roles and responsibilities related to procurement and financial matters for implementation of the TIGER Grant funded Dallas Streetcar Project by Resolution No. 12-1041; and

WHEREAS, on June 27, 2012, City Council authorized the acceptance of a \$5,000,000.00 grant from the Texas Department of Transportation, functioning as agent for NCTCOG, for the development of a modern streetcar loop extending from the McKinney Avenue Trolley terminus at St. Paul Street to the connection with the Olive Street extension by Resolution No. 12-1649; and

WHEREAS, on August 8, 2012, City Council authorized the acceptance of funds in the amount of \$5,800,000.00 through a grant from NCTCOG for the development of a modern streetcar system that will operate from Union Station in the Central Business District into North Oak Cliff near Methodist Hospital by Resolution No. 12-1921; and

WHEREAS, on April 10, 2013, City Council authorized an ILA with DART related to procurement and financial matters for implementation of the Urban Circulator Streetcar Project by Resolution No. 13-0618; and

WHEREAS, on September 24, 2014, City Council authorized the acceptance of a \$15,000,000.00 grant from NCTCOG, functioning as agent for TxDOT for the extension of the TIGER Modern Streetcar System which will operate in North Oak Cliff from Methodist Hospital to the Bishop Arts District; the acceptance of a \$7,872,531.00 grant from NCTCOG, functioning as agent for the TxDOT for the extension of the TIGER Modern Streetcar System which will operate in the Central Business District from Union Station to the Omni Hotel; and the acceptance of an \$8,000,000.00 grant from NCTCOG, functioning as agent for TxDOT for the purchase of streetcar vehicles to operate on the expanded modern streetcar system by Resolution No. 14-1645; and

WHEREAS, on September 24, 2014, City Council authorized an Interlocal Agreement in the amount of \$3,400,000.00 with DART to outline project roles and responsibilities related to design and design support for the northern and southern extensions and the procurement of rail for the southern extension by Resolution No. 14-1646; and

January 24, 2018

WHEREAS, on April 8, 2015, City Council authorized an Interlocal Agreement with DART for construction services for extension of the Dallas Union Station to Oak Cliff Streetcar Project (Union Station to North Oak Cliff) by Resolution No. 15-0709; and

WHEREAS, on June 17, 2015, City Council authorized the disbursement of funds in an amount not to exceed \$27,472,531.00 to DART for construction of extensions of the Dallas Streetcar, and for the purchase of two additional Streetcar vehicles to serve the expanded system by Resolution No. 15-1168; and

WHEREAS, on May 11, 2016, City Council authorized a disbursement in an amount not to exceed \$1,200,000.00 to DART for the construction of the Dallas Streetcar Extension Project by Resolution No. 16-0737; and

WHEREAS, on May 11, 2017, NCTCOG approved reallocating up to \$8,240,000.00 in unused funds from the St. Paul Street (Urban Circulator) Phase and from the Starter (TIGER) Phase to the Streetcar Extensions Phase. These additional funds will be sufficient to complete the streetcar extensions and vehicle purchase.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to accept a grant from the Texas Department of Transportation (Grant No. CSJ 0918-47-972) for the purpose of extending the Dallas Streetcar System to Bishop Arts District and to the Omni Hotel and to purchase streetcar vehicles in an amount not to exceed \$8,095,750.75; and sign the Advance Funding Agreement with the Texas Department of Transportation, approved as to form by the City Attorney.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$8,095,750.75 in the TIGER Modern Streetcar System Fund, Fund F437, Department TRN, Unit 3564, Object 4710.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit TxDOT grant funds in an amount not to exceed \$8,095,750.75 in the TIGER Modern Streetcar System Fund, Fund F437, Department TRN, Unit 3564, Revenue Code 6516.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$8,095,750.75 in accordance with the terms and conditions of the agreement from the TIGER Modern Streetcar System Fund, Fund F437, Department TRN, Unit 3564, Object 4710.

January 24, 2018

SECTION 5. That the City Manager is hereby authorized to reimburse to TxDOT 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 contract is designated as Contract No. TRN-2018-00004375.

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 # 13

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

January 24, 2018

COUNCIL DISTRICT(S):

1, 4

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

55E

SUBJECT

Authorize payment to the Texas Department of Transportation for the City's local match for construction of the Southern Gateway Public Green's infrastructure over Interstate Highway 35E - Not to exceed \$7,077,600 - Financing: General Obligation Commercial Paper Funds

BACKGROUND

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

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

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

BACKGROUND (continued)

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

On April 27, 2017, TxDOT conditionally awarded a design-build contract with Pegasus Link Constructors for the construction of both the SGP and the SGPG. In July 2017, TxDOT executed the final contract with the contractor and will begin construction in early 2018.

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

On June 8, 2017, the RTC approved the use of TDCs for the local match with the understanding that the City of Dallas will include funding for the local match in an upcoming bond program and/or seek other sources of funding to provide the local match.

On June 28, 2017, City Council authorized: a Local Project Advance Funding Agreement with the TxDOT for the design-build construction of the Southern Gateway Public Green deck structure for Phase 1 and foundations for both Phase 1 and Phase 2; an Operation and Maintenance Agreement with the TxDOT for the Southern Gateway Public Green; an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over the IH 35E corridor from Marsalis Avenue to Ewing Avenue for the Southern Gateway Public Green; and a Memorandum of Understanding with the RTC regarding the use of TDCs to cover the local match commitment for the Southern Gateway Public Green; by Resolution No. 17-1053.

On November 7, 2017, the citizens of Dallas approved the 2017 Bond package.

The TxDOT design-build contract is underway and with the passage of the 2017 Bond Program, it is now necessary to begin funding of the City's local match of \$7,077,600. As directed by the City Council, this match will be funded by the 2017 Bond Program. In addition, the City will be responsible for the tunnel and park maintenance at an approximate annual cost of \$3,000,000 once the project is complete.

This action will authorize payment to TxDOT for the City's share of the 20 percent local match in the amount of \$7,077,600.

ESTIMATED SCHEDULE OF PROJECT

Began Design	October 2017
Begin Construction	January 2018
Complete Construction	January 2022

Note: The design can, and continues to be modified during construction so there is no typical completion date for design.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

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

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

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

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

On June 28, 2017, City Council authorized a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to establish responsibilities for the design-build of the Southern Gateway Public Green (SGPG) for the deck structure for Phase 1 and foundations for Phase 1 and Phase 2; an Operation and Maintenance Agreement with TxDOT for SGPG; an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over IH 35E corridor from Marsalis Avenue to Ewing Avenue for the SGPG; and a Memorandum of Understanding with the Regional Transportation Council regarding the use of Transportation Development Credits to cover the local match commitment for the SGPG by Resolution No.17-1053.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

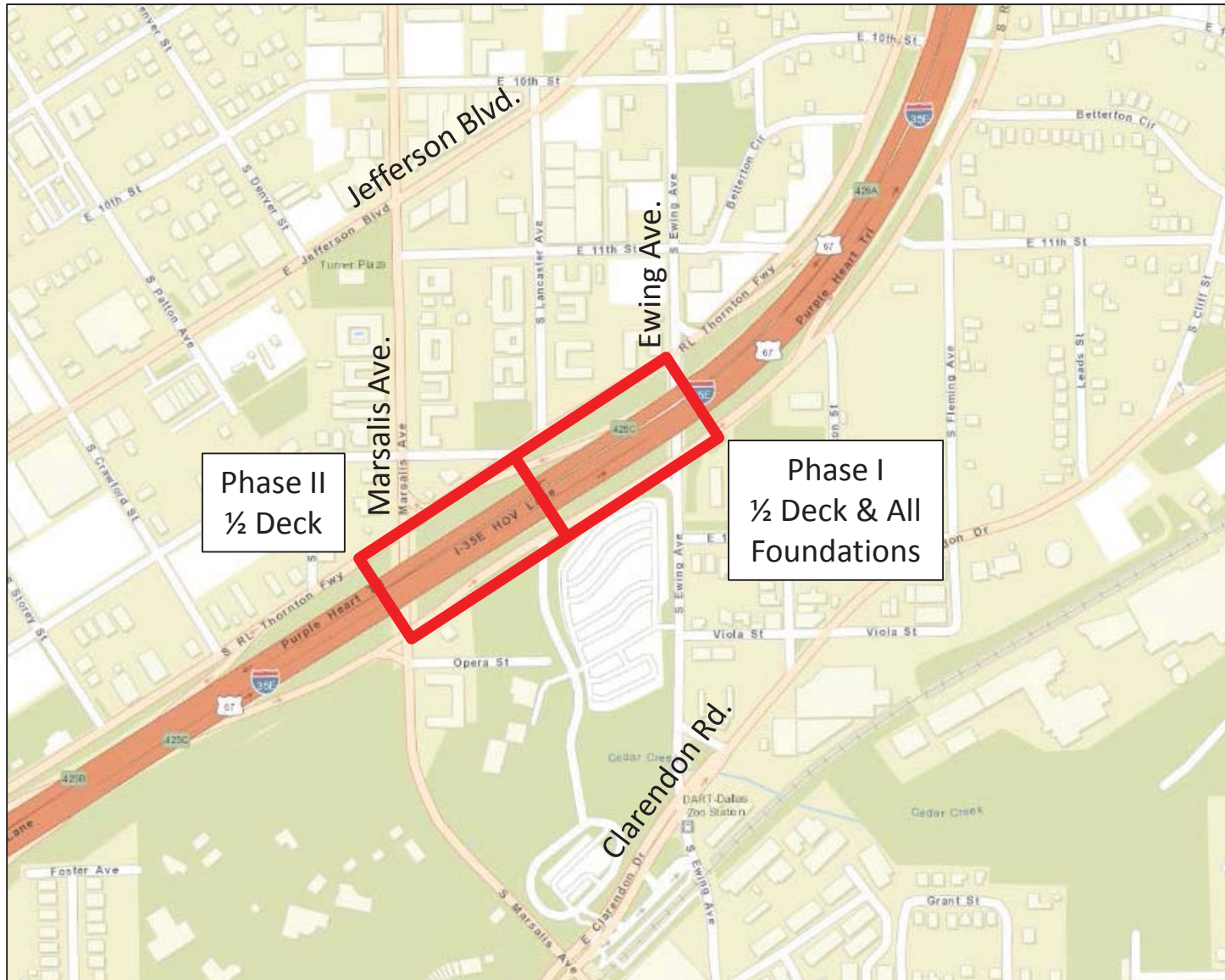
2017 Bond Program (General Obligation Commercial Paper Funds) - \$7,077,600.00

<u>Council District</u>	<u>Amount</u>
1	\$3,538,800
4	<u>\$3,358,800</u>
Total	\$7,077,600

MAP

Attached

Southern Gateway Public Green Council Districts: 1,4



MAPSCO: 55E

January 24, 2018

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

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

WHEREAS, on January 27, 2016, City Council adopted the Complete Streets Design Manual as a comprehensive policy guide for all public or private projects that impact the planning, design, construction, and operation of streets, by Resolution No. 16-0173; and

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

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

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

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

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

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

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

January 24, 2018

WHEREAS, on June 28, 2017, City Council authorized a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to establish responsibilities for the design-build of the Southern Gateway Public Green for the deck structure for Phase 1 and foundations for Phase 1 and Phase 2; an Operation and Maintenance Agreement with TxDOT for Southern Gateway Public Green; an Airspace Lease Agreement with TxDOT for the use of the surface area and airspace over Interstate Highway (IH) 35E corridor from Marsalis Avenue to Ewing Avenue for the Southern Gateway Public Green; and a Memorandum of Understanding with the Regional Transportation Council (RTC) regarding the use of Transportation Development Credits (TDCs) to cover the local match commitment for the Southern Gateway Public Green, by Resolution No. 17-1053; and

WHEREAS, it is now necessary to provide the City's funding commitment to the Texas Department of Transportation for the local match for the construction of the infrastructure of the Southern Gateway Public Green over IH 35E.

Now, Therefore,

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

SECTION 1. That the Chief Financial Officer is hereby authorized to disburse funds to the Texas Department of Transportation for the City's local match for construction of the Southern Gateway Public Green's infrastructure over IH 35E in accordance with the terms and conditions of the Local Project Advance Funding Agreement from:

2017 Bond Funds, Fund 1V00, Department TRN, Unit VB10,
Activity CWPK, Object 4599, Program PK17VB10
Encumbrance/Contract No. CX-TRN-2017-00002050
Vendor No. 239588, in an amount not to exceed \$7,077,600.00

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 # 32

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): 1, 2, 5, 6, 9, 14

DEPARTMENT: Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: Various

SUBJECT

Authorize a construction contract for the installation of water and wastewater mains at 15 locations (list attached) - Muniz Construction, Inc., lowest responsible bidder of six - Not to exceed \$5,763,443 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action consists of the replacement and rehabilitation of approximately 19,994 feet of water and wastewater mains. This includes the installation of approximately 132 feet of 4-inch, 311 feet of 6-inch, 11,396 feet of 8-inch, 30 feet of 12-inch, and 70 feet of 16-inch water mains, and the installation of approximately 790 of feet 6-inch, 1,460 feet of 8-inch, 370 feet of 10-inch, 2,370 feet of 12-inch, 833 feet of 15-inch, 730 feet of 18-inch, 290 feet of 24-inch, 640 feet of 33-inch, and 572 feet of 54-inch wastewater mains.

The existing water and wastewater mains were built between 1926 and 1983. These mains are contributing to an increase in maintenance costs, as well as service interruptions. The installation of the proposed segments will improve the capacity of the water and wastewater systems and reduce maintenance costs.

Muniz Construction, Inc. has had no completed contractual activities with the City of Dallas in the past three years.

ESTIMATED SCHEDULE OF PROJECT

Began Design	December 2013
Completed Design	August 2017
Begin Construction	March 2018
Complete Construction	March 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 11, 2013, City Council authorized a professional services contract with Huitt-Zollars, Inc. to provide engineering services for the replacement and rehabilitation of water mains and wastewater mains at 32 locations by Resolution No. 13-1582.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$5,763,443.00

Design	\$ 443,842.30
Construction (this action)	<u>\$5,763,443.00</u>

Total Project Cost	\$6,207,285.30
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<u>Council District</u>	<u>Amount</u>
1	\$ 406,464.00
2	\$1,422,027.00
5	\$1,422,409.00
6	\$1,550,717.00
9	\$ 579,911.00
14	<u>\$ 381,915.00</u>
Total	\$5,763,443.00

M/WBE INFORMATION

See attached.

BID INFORMATION

The following six bids with quotes were opened on October 27, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*Muniz Construction, Inc. 1835 Garden Springs Drive Dallas, Texas 75253	\$5,763,443.00
RKM Utility Services, Inc.	\$6,446,420.00

BID INFORMATION (continued)

Bidders

Bid Amount

John Burns Construction Company of Texas, Inc.	\$6,790,420.00
Omega Contracting, Inc.	\$6,825,431.30
Camino Construction, L.P.	\$7,465,224.00
Ark Contracting Services, LLC	\$8,193,718.00

OWNER

Muniz Construction, Inc.

J. Ramon Muniz, President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction contract for the installation of water and wastewater mains at 15 locations (list attached) - Muniz Construction, Inc., lowest responsible bidder of six - Not to exceed \$5,763,443 - Financing: Water Utilities Capital Improvement Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$5,344,562.00	92.73%
Total non-local contracts	\$418,881.00	7.27%
TOTAL CONTRACT	\$5,763,443.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Muniz Construction, Inc.	HMMB35997N0718	\$3,329,871.79	62.30%
MB Concrete Construction, Inc.	HMMB78289N0519	\$1,556,129.61	29.12%
Magnum Manhole and Underground Company, Inc.	WFDB90520Y1018	\$64,254.60	1.20%
Total Minority - Local		\$4,950,256.00	92.62%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$4,886,001.40	91.42%	\$4,886,001.40	84.78%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$64,254.60	1.20%	\$64,254.60	1.11%
Total	\$4,950,256.00	92.62%	\$4,950,256.00	85.89%

Water and Wastewater Main Installations
Agenda Item No. 32

District 1

Mayrant Drive from Pratt Street to Llewellyn Avenue

District 2

Alley between Shorecrest Drive and Wylie Drive from Weiss Street to Reeves Street
Dallas North Tollway from Lomo Alto Drive to Lemmon Avenue
Maple Avenue from Bomar Avenue northwest
Production Drive from Lucas Drive northwest

District 5

Bruton Road from Hillburn Drive to Prichard Lane

District 6

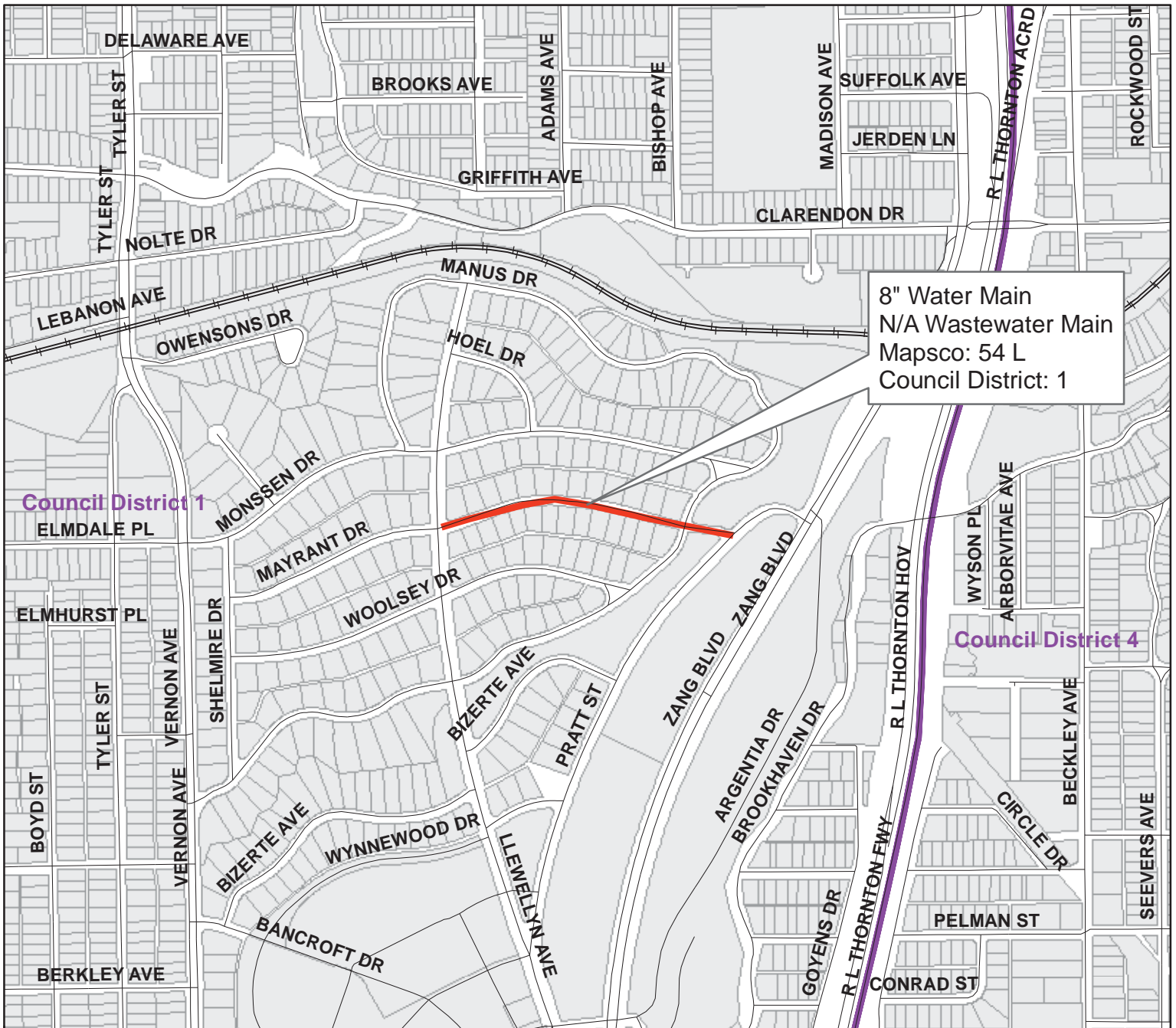
Bill Harrod Street from Nomas Street to Clymer Street
Brundrette Street from Calypso Street to Canada Drive
Chippewa Drive from Iroquois Drive to Ingersoll Street
Wichita Street from Riverfront Boulevard to Slocum Street

District 9

Knob Oak Drive from State Highway 78 (Garland Road) northwest

District 14

Alley between Country Club Circle and Gaston Avenue from Gaston Avenue to Pearson Drive
Alley between Cole Avenue and McKinney Avenue from Knox Street northeast
Reiger Avenue from Glasgow Drive to Slaughter Avenue
Slaughter Avenue from Reiger Avenue southeast

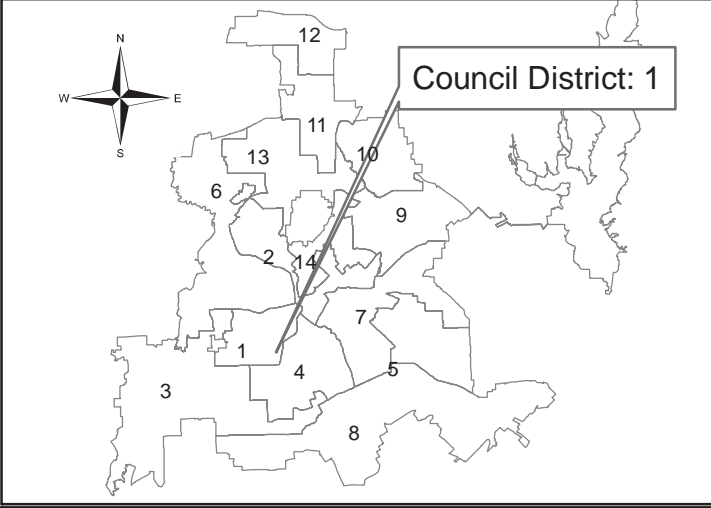


8" Water Main
 N/A Wastewater Main
 Mapsco: 54 L
 Council District: 1

Council District 1
 ELMDALE PL

Council District 4

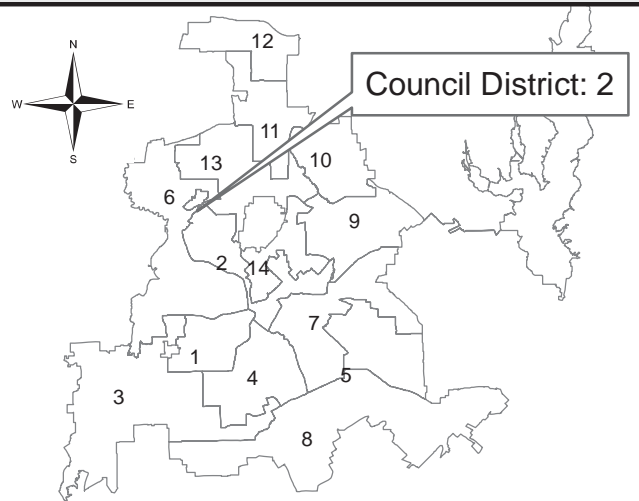
Mayrant Drive
 from Pratt Street to Llewellyn Avenue



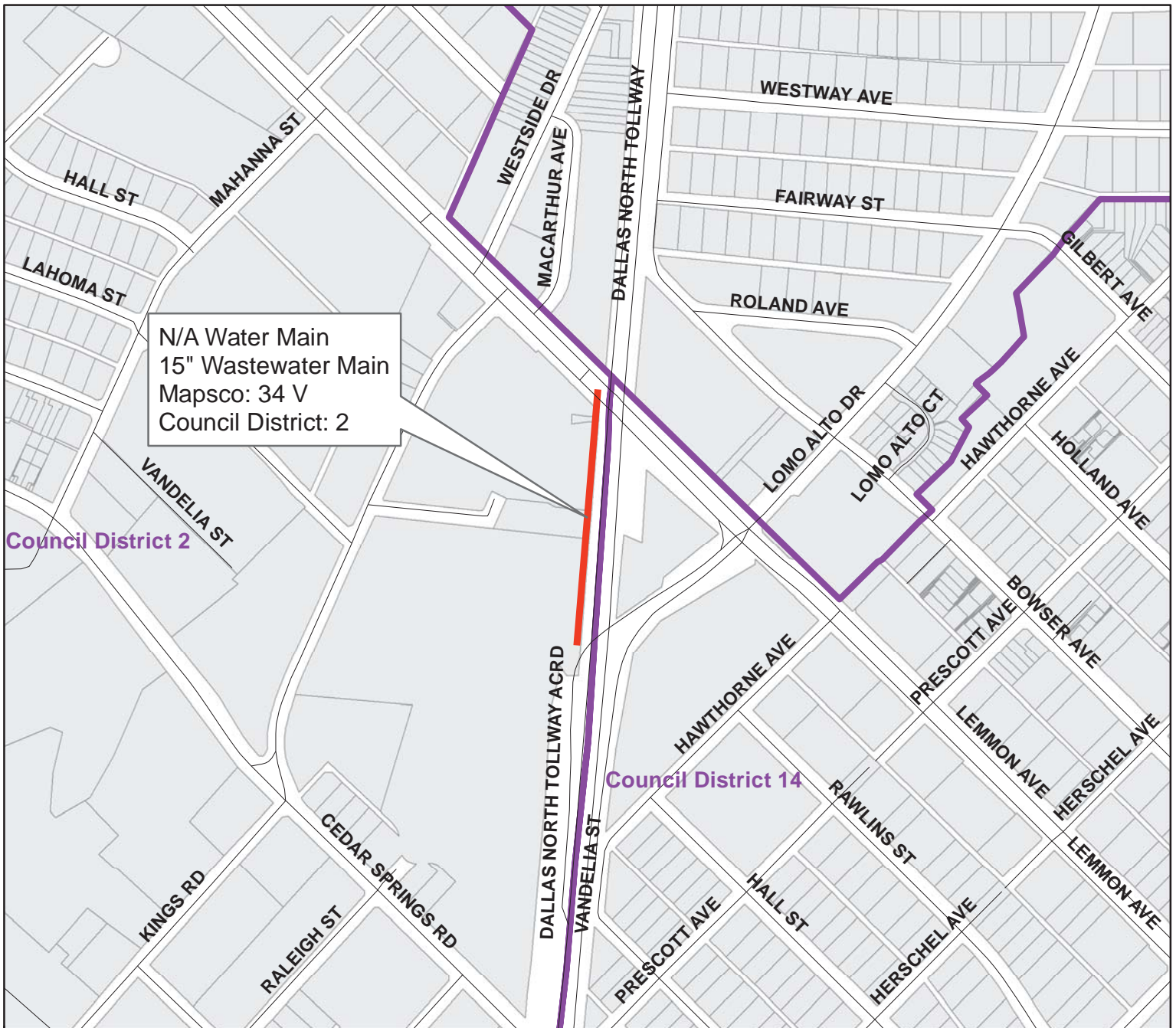
Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



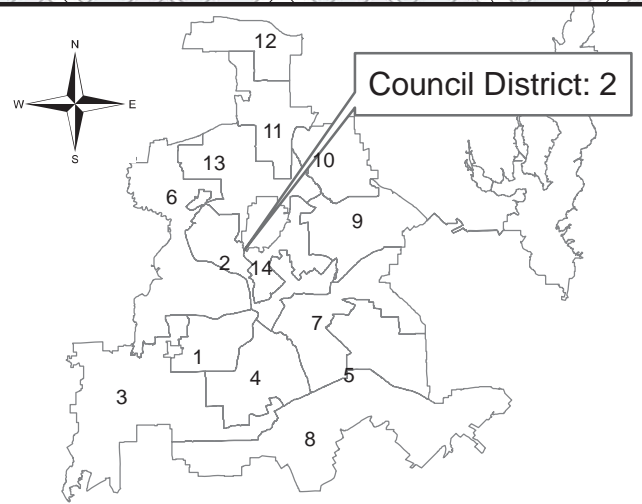
Alley between Shorecrest Drive and Wylie Drive
 from Weiss Street to Reeves Street



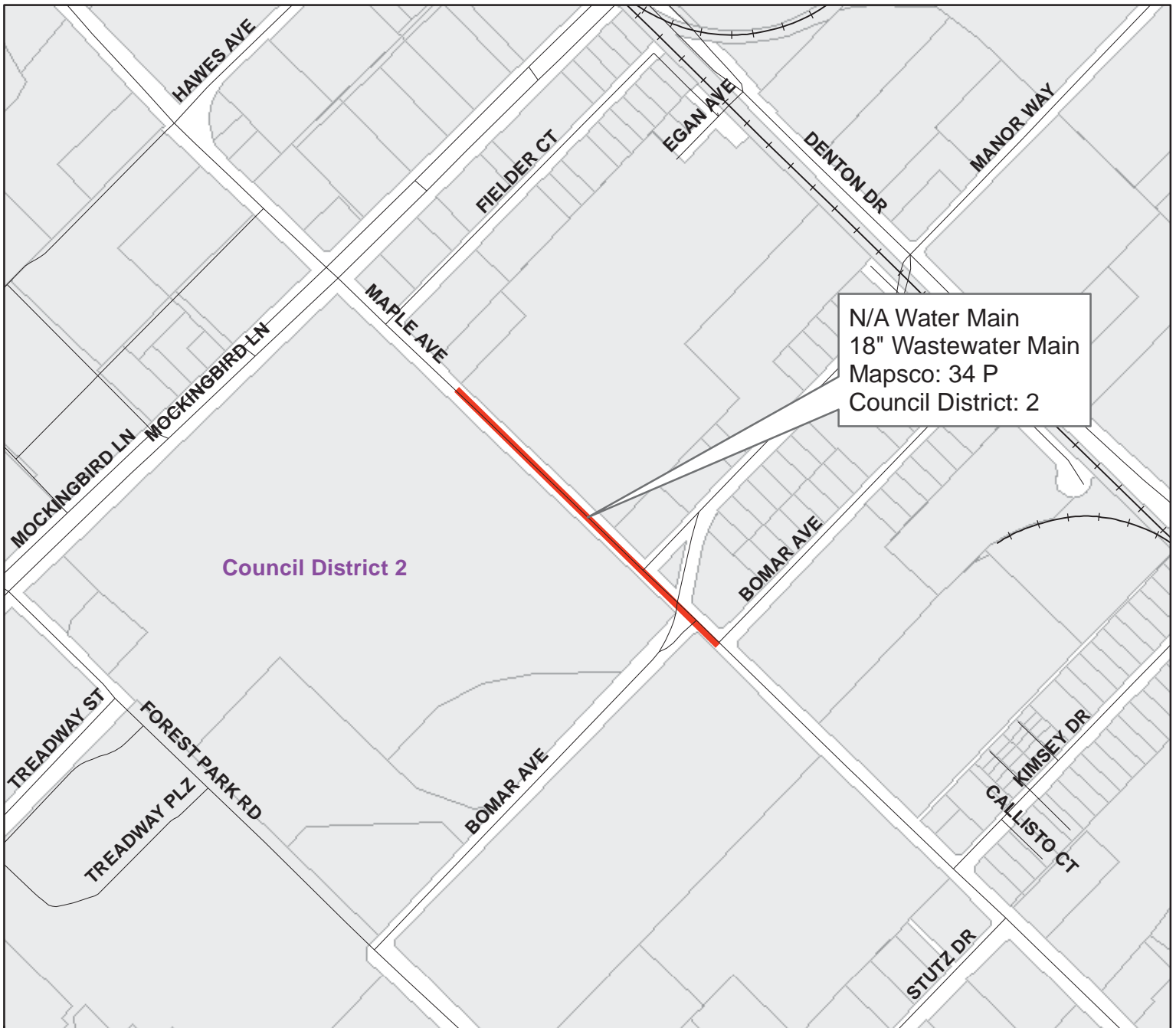
Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



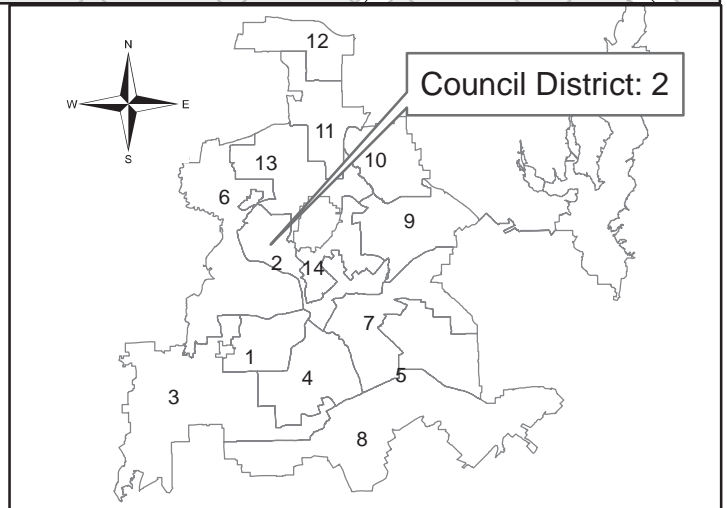
Dallas North Tollway
 from Lomo Alto Drive to Lemmon Avenue



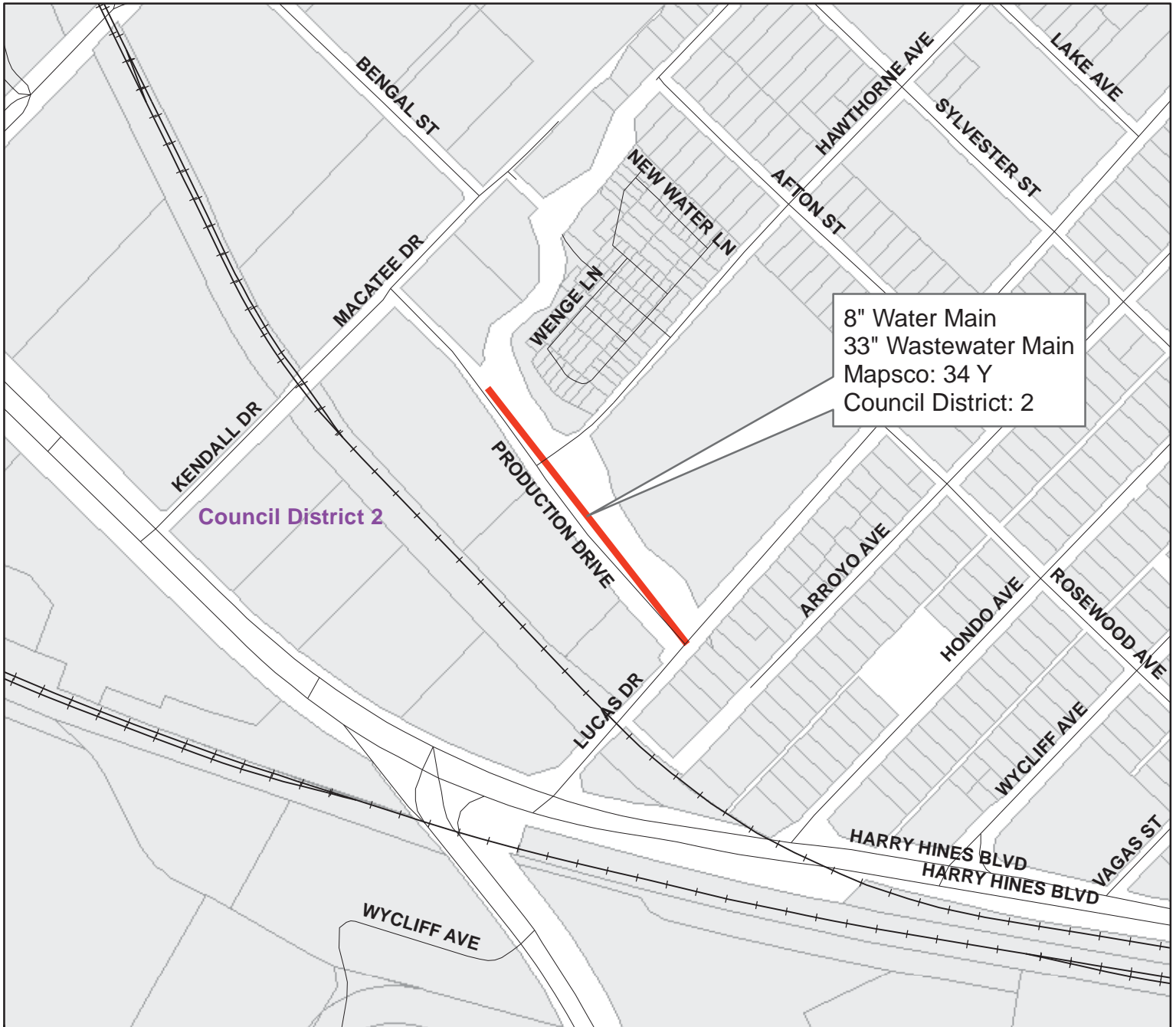
**Dallas Water Utilities
 Contract No. 17-343/344
 Water and Wastewater Main Installations
 at 15 Locations**



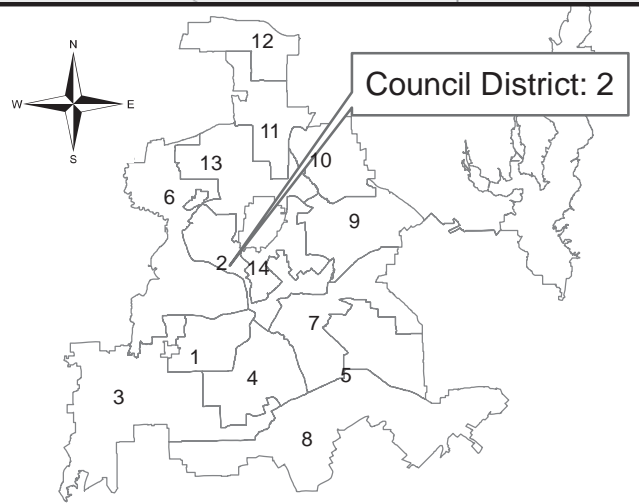
Maple Avenue
from Bomar Avenue northwest



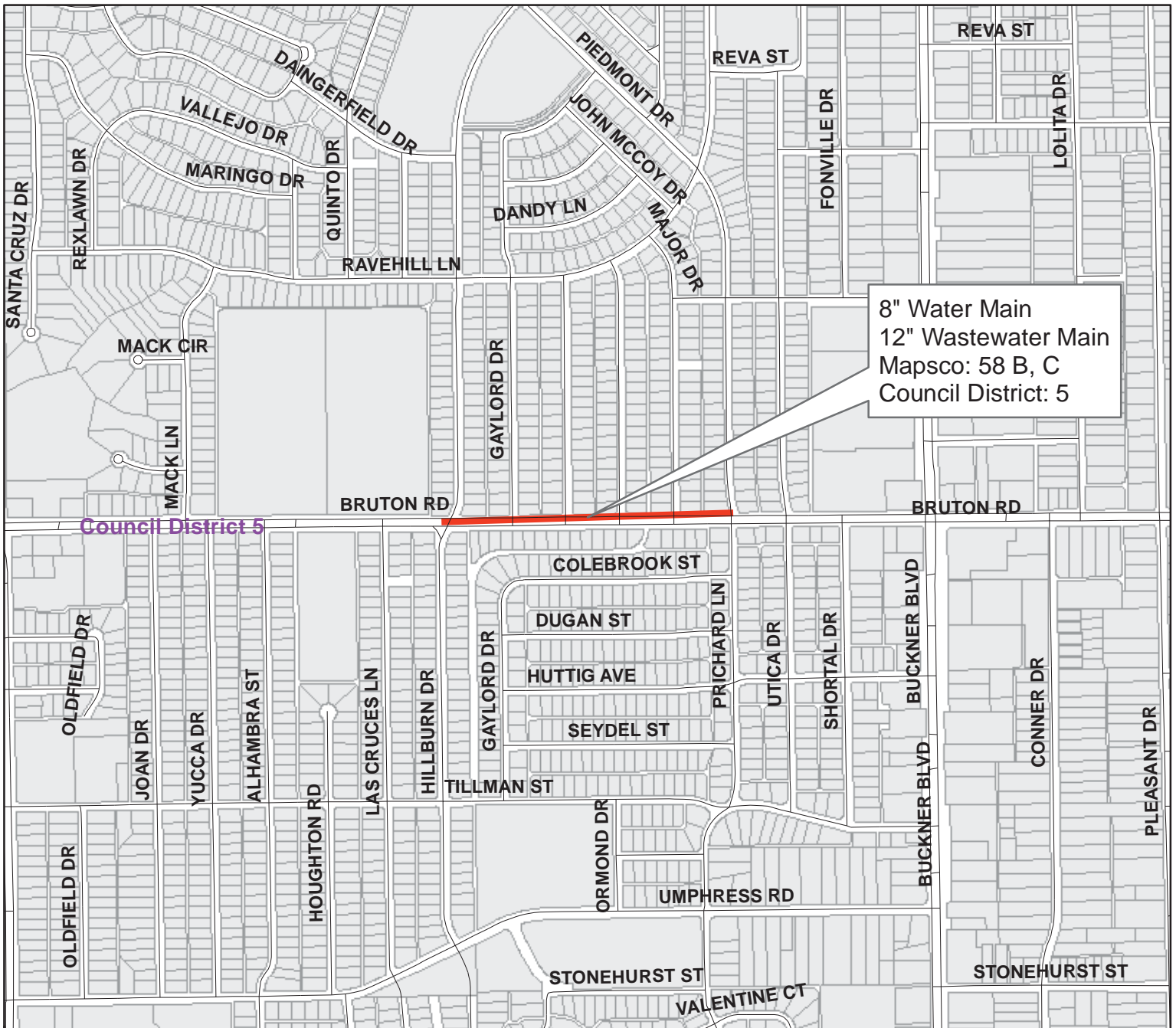
**Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations**



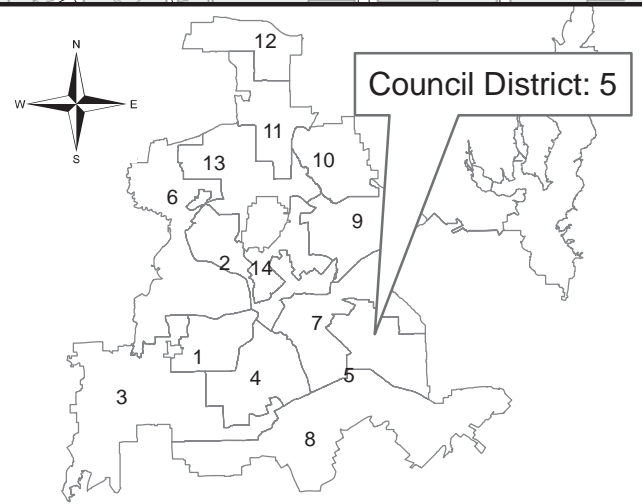
Production Drive
from Lucas Drive northwest



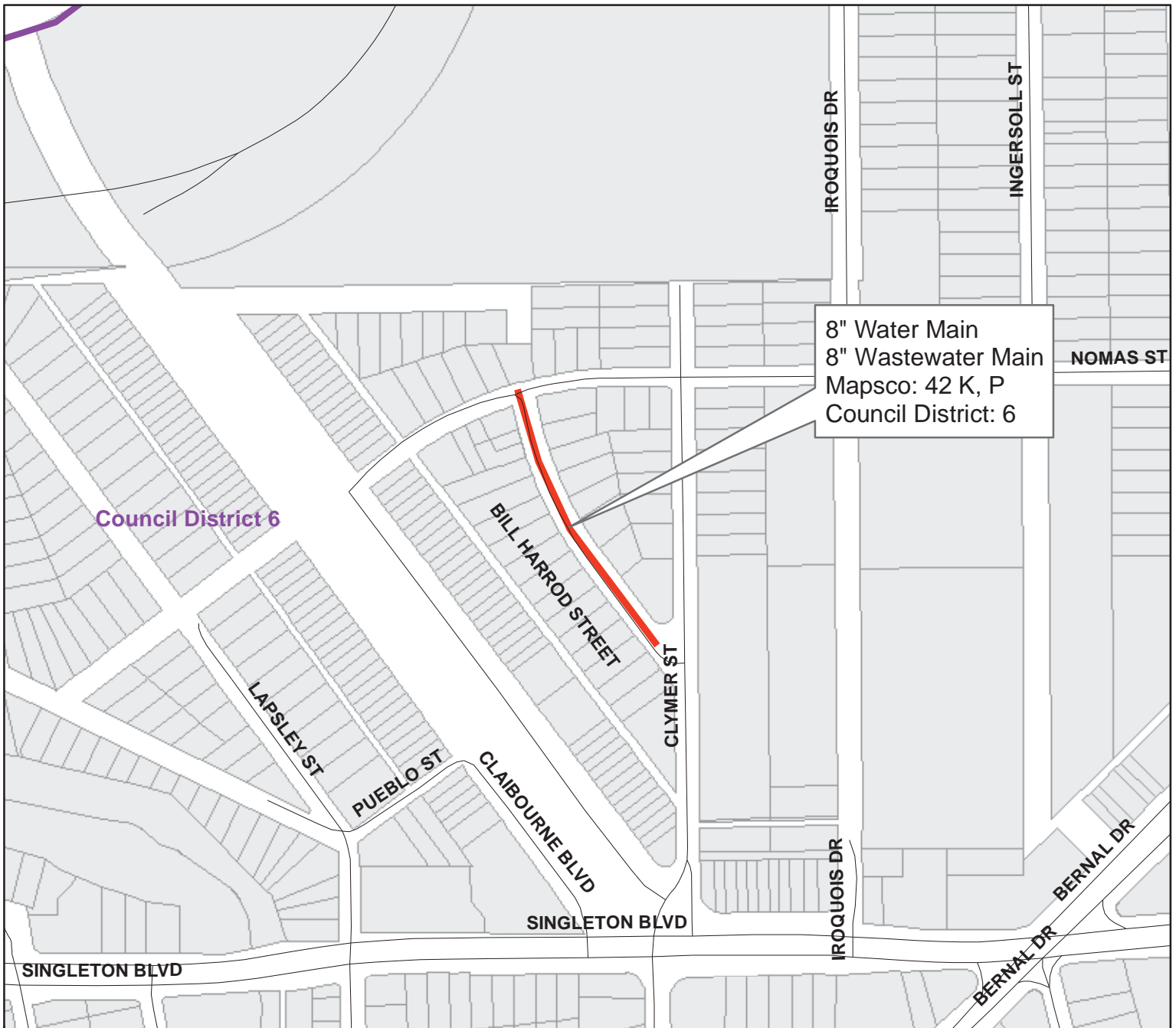
**Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations**



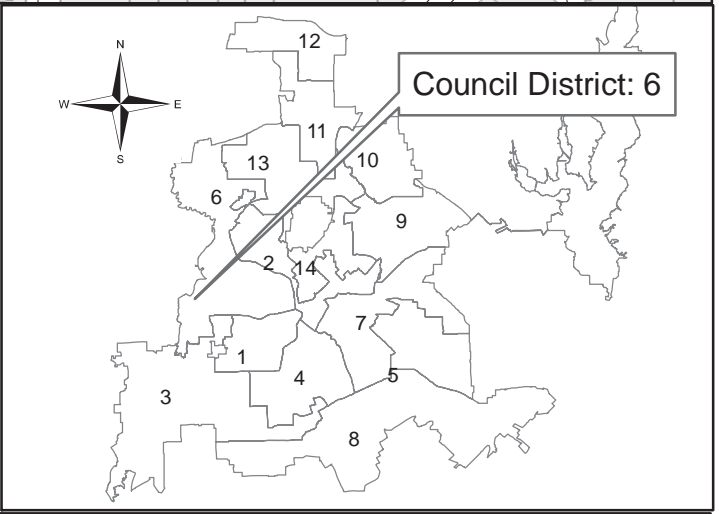
Bruton Road
from Hillburn Drive to Prichard Lane



**Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations**



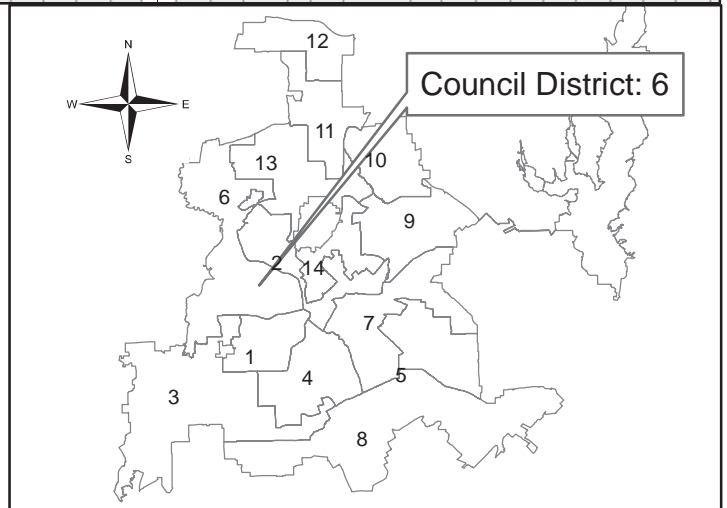
Bill Harrod Street
 from Nomas Street to Clymer Street



Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



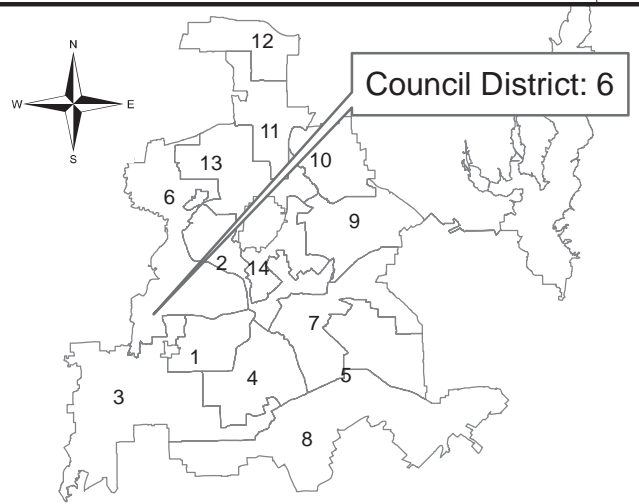
Brundrette Street
 from Calypso Street to Canada Drive



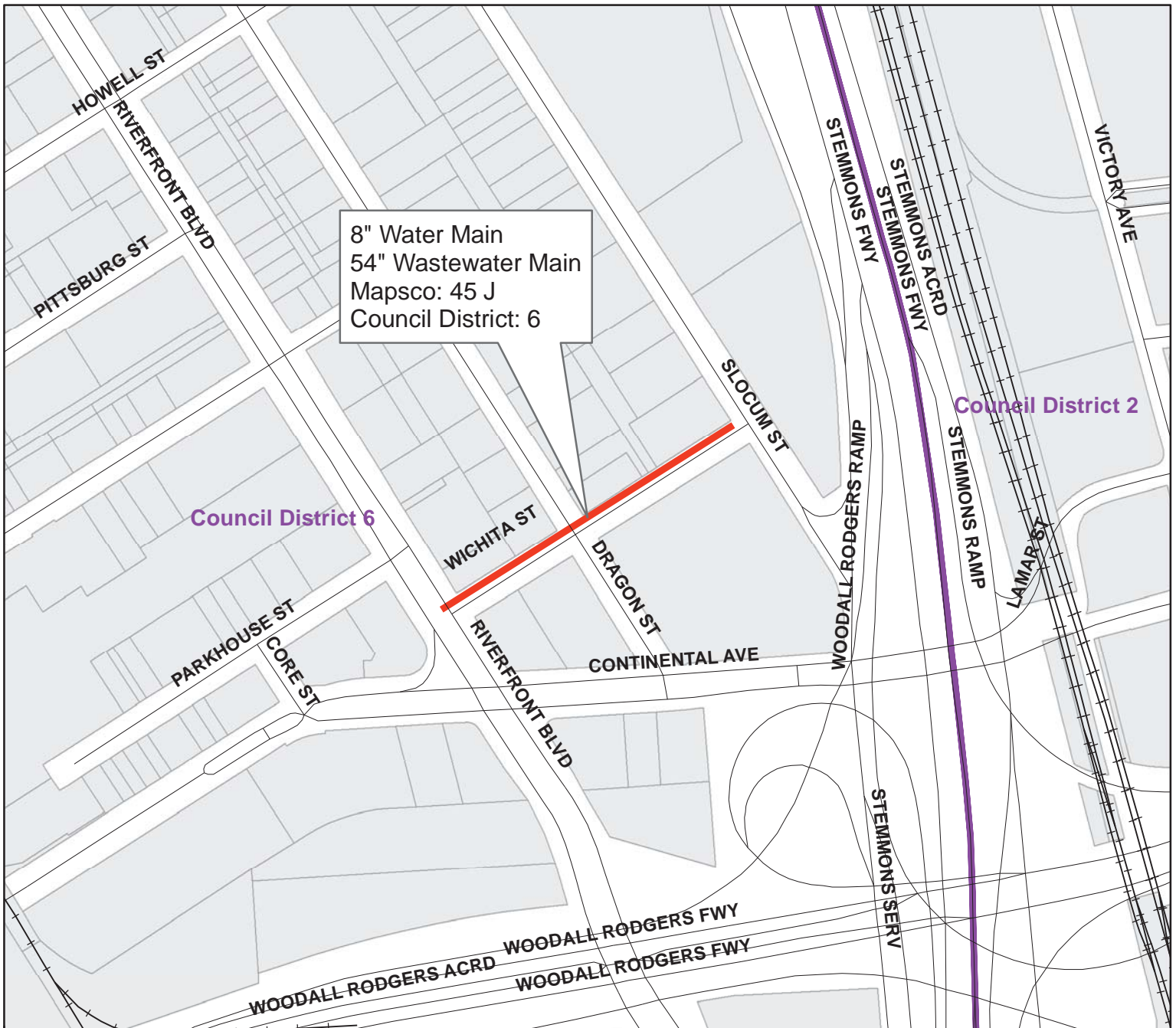
Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



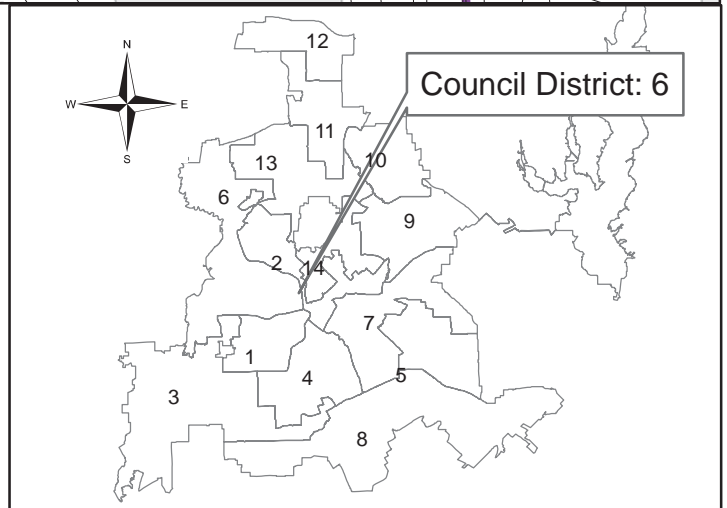
Chippewa Drive
from Iroquois Drive to Ingersoll Street



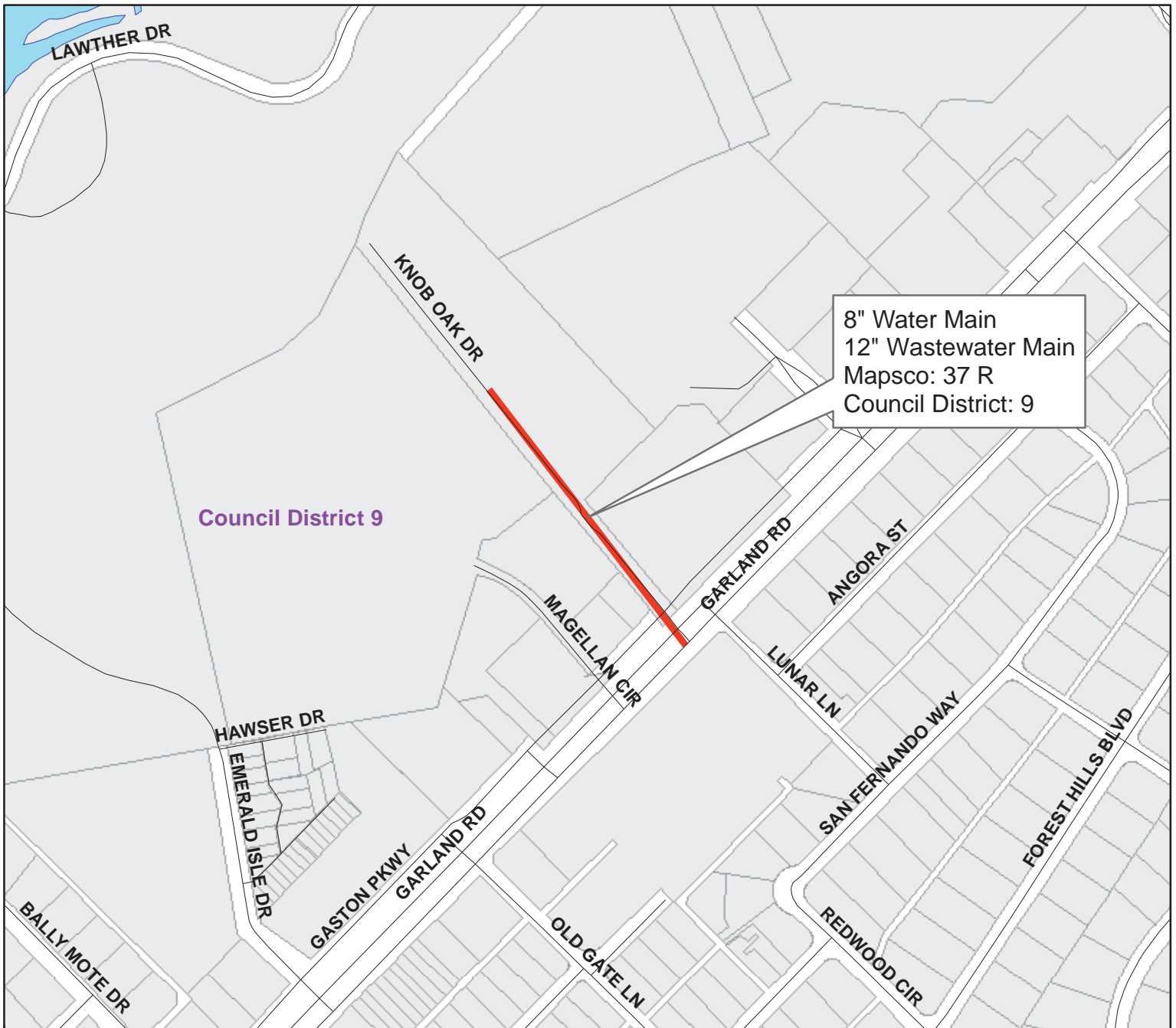
**Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations**



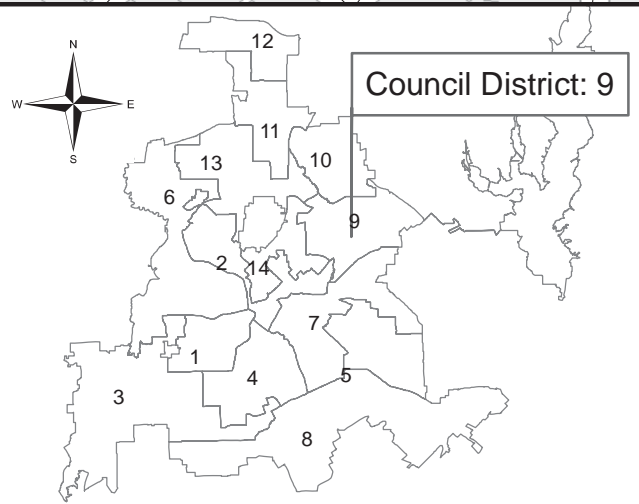
Wichita Street
 from Riverfront Boulevard to Slocum Street



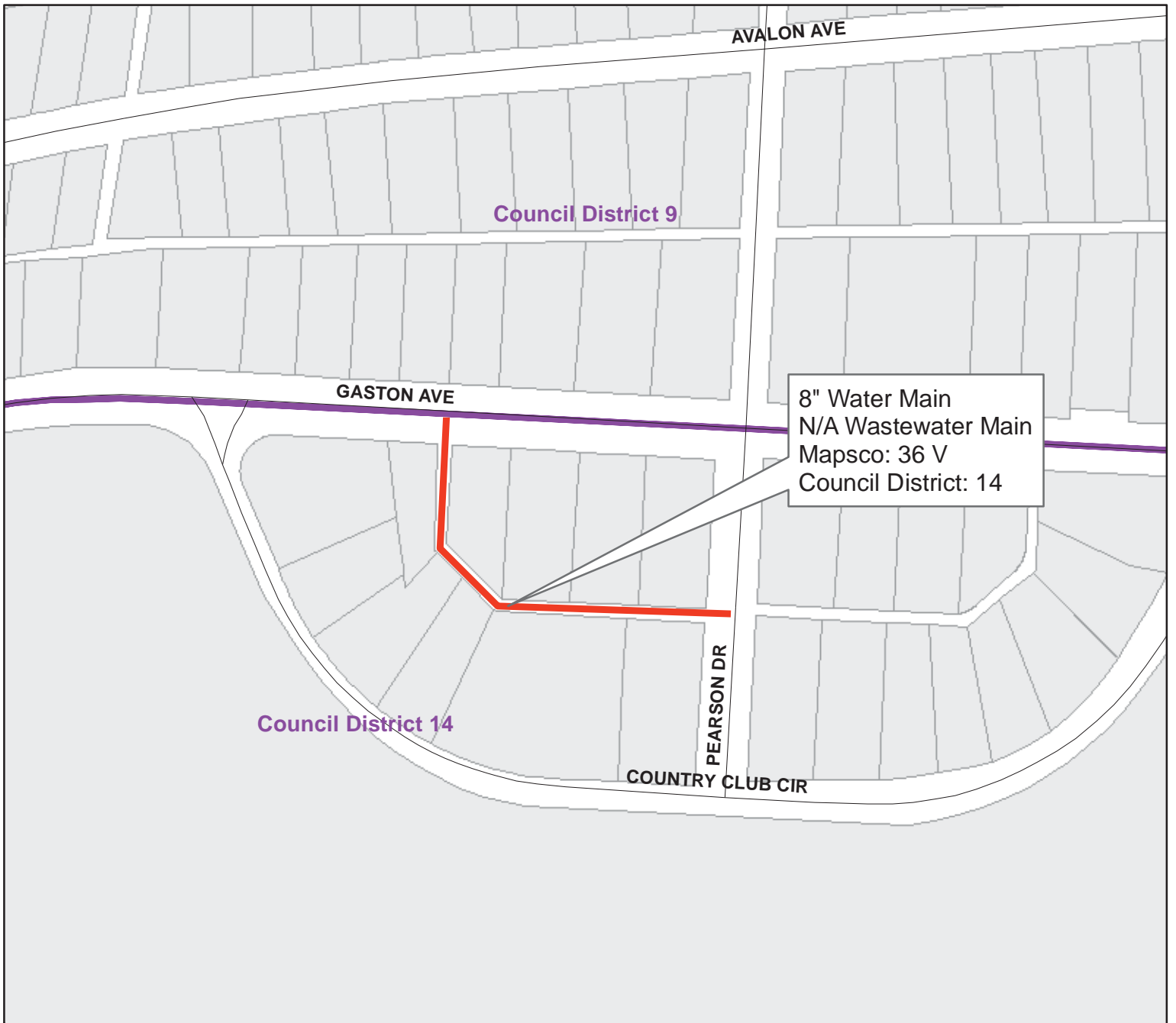
Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



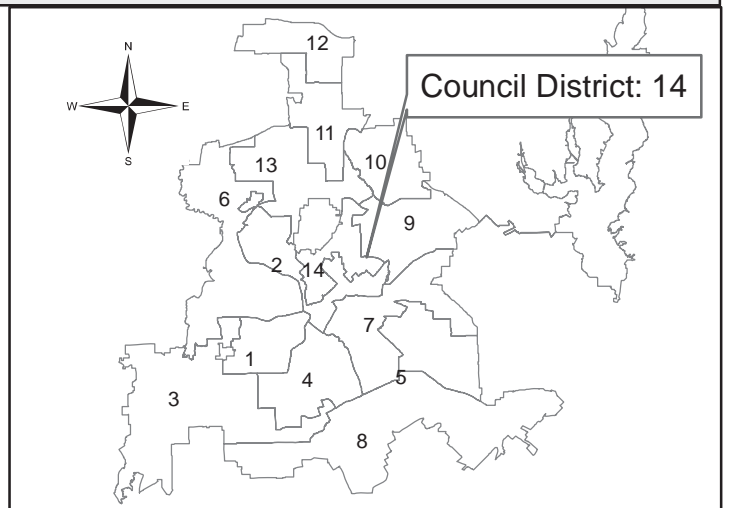
Knob Oak Drive
 from State Highway 78 (Garland Road) northwest



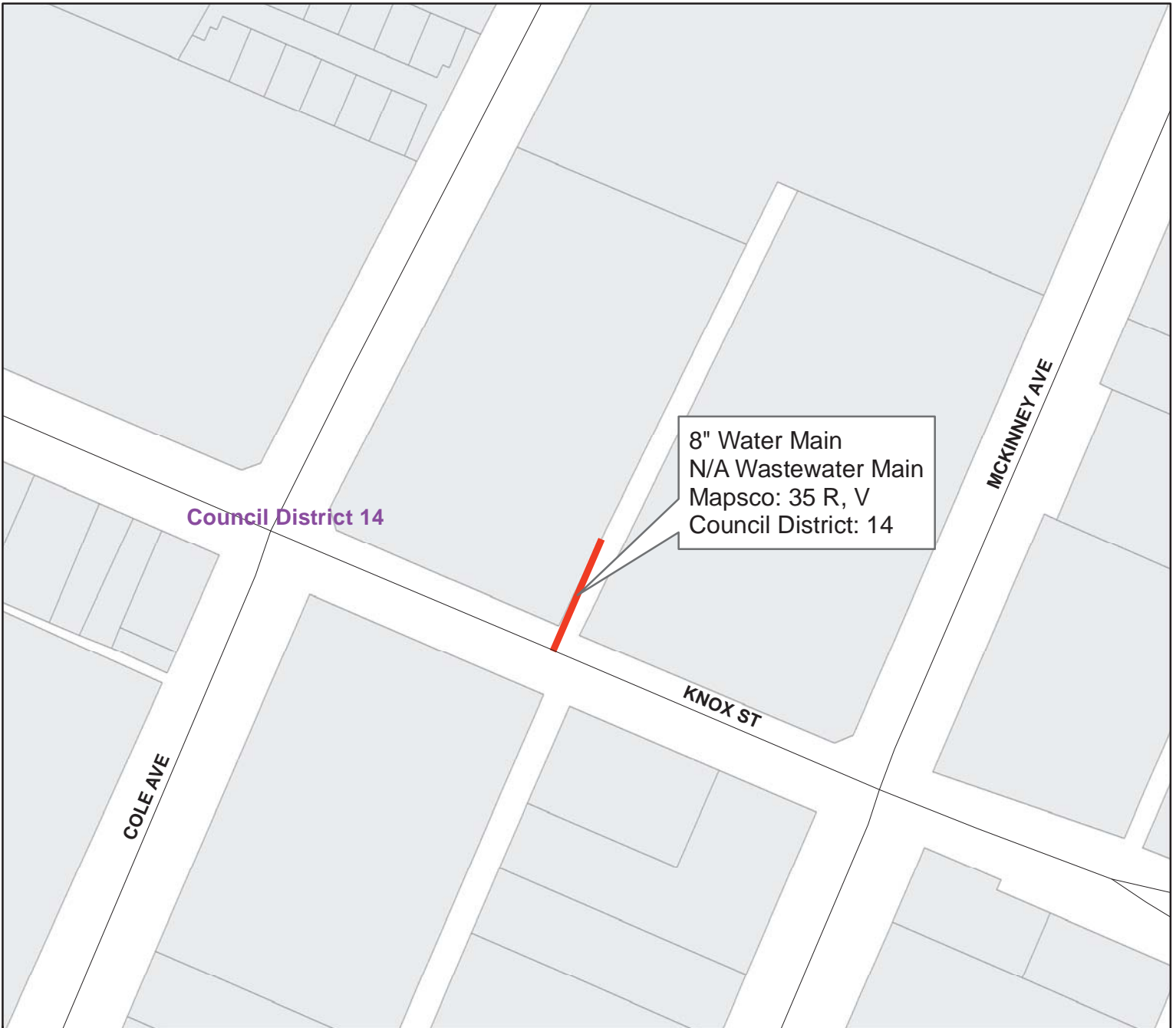
Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



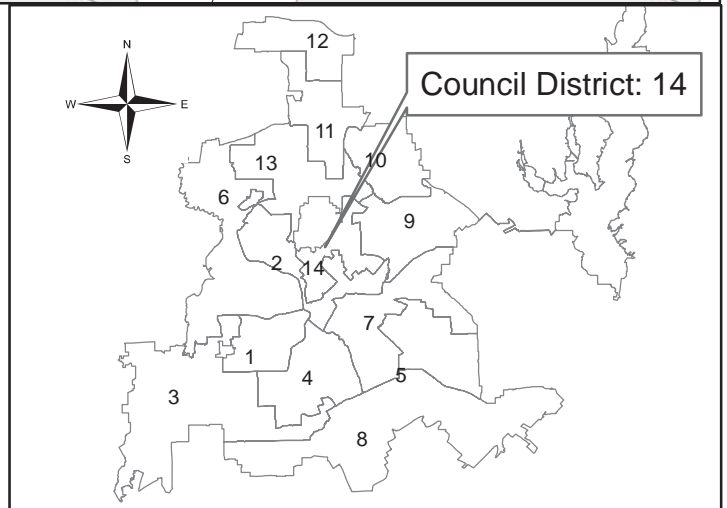
Alley between Country Club Circle and Gaston Avenue
 from Gaston Avenue to Pearson Drive



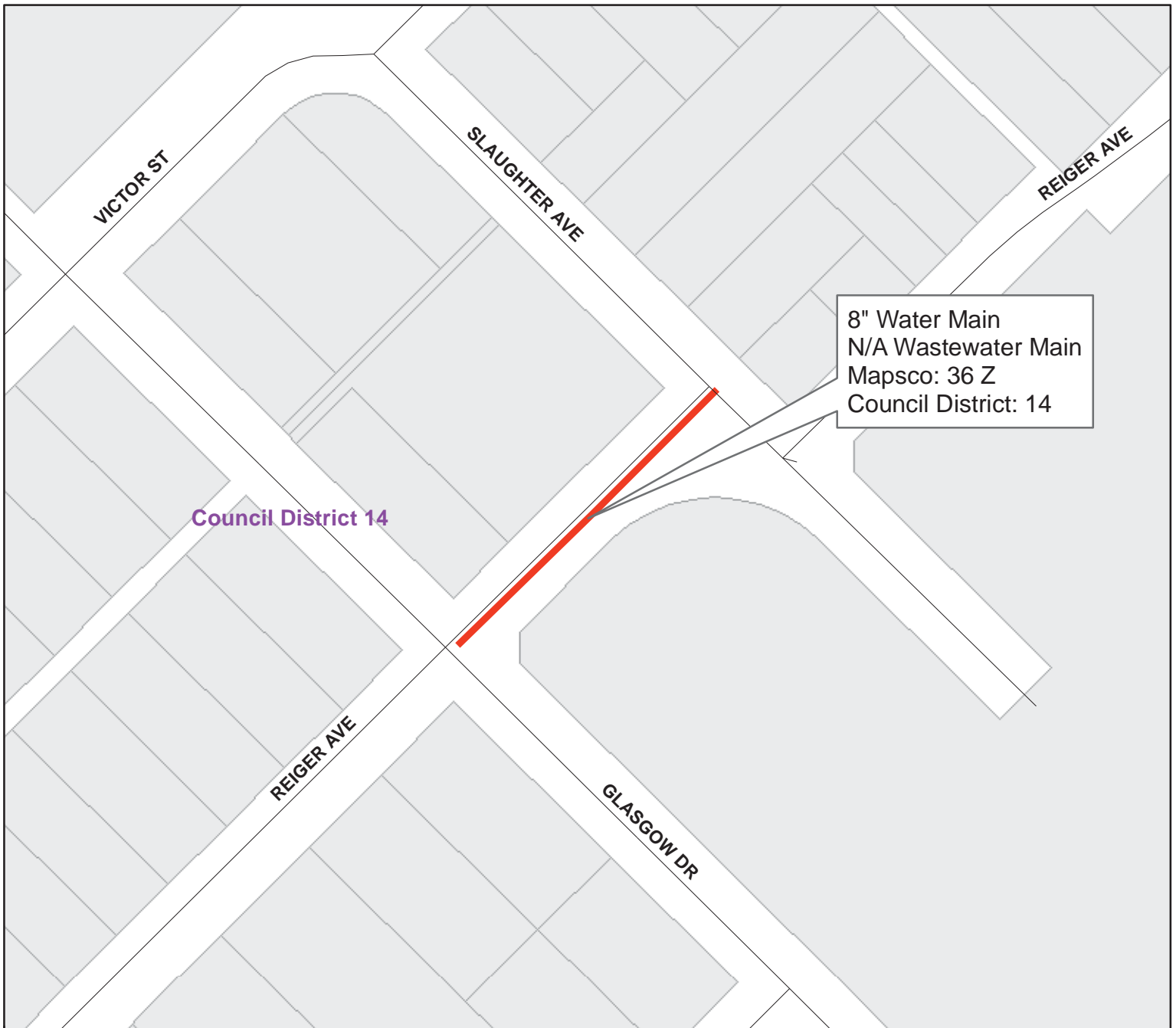
**Dallas Water Utilities
 Contract No. 17-343/344
 Water and Wastewater Main Installations
 at 15 Locations**



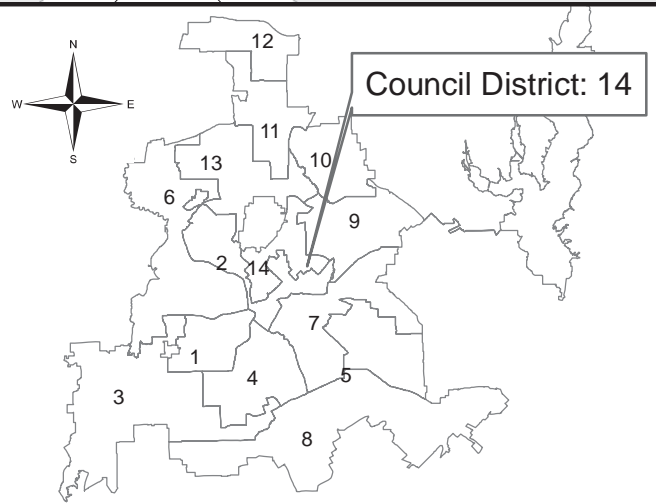
Alley between Cole Avenue and McKinney Avenue
from Knox Street northeast



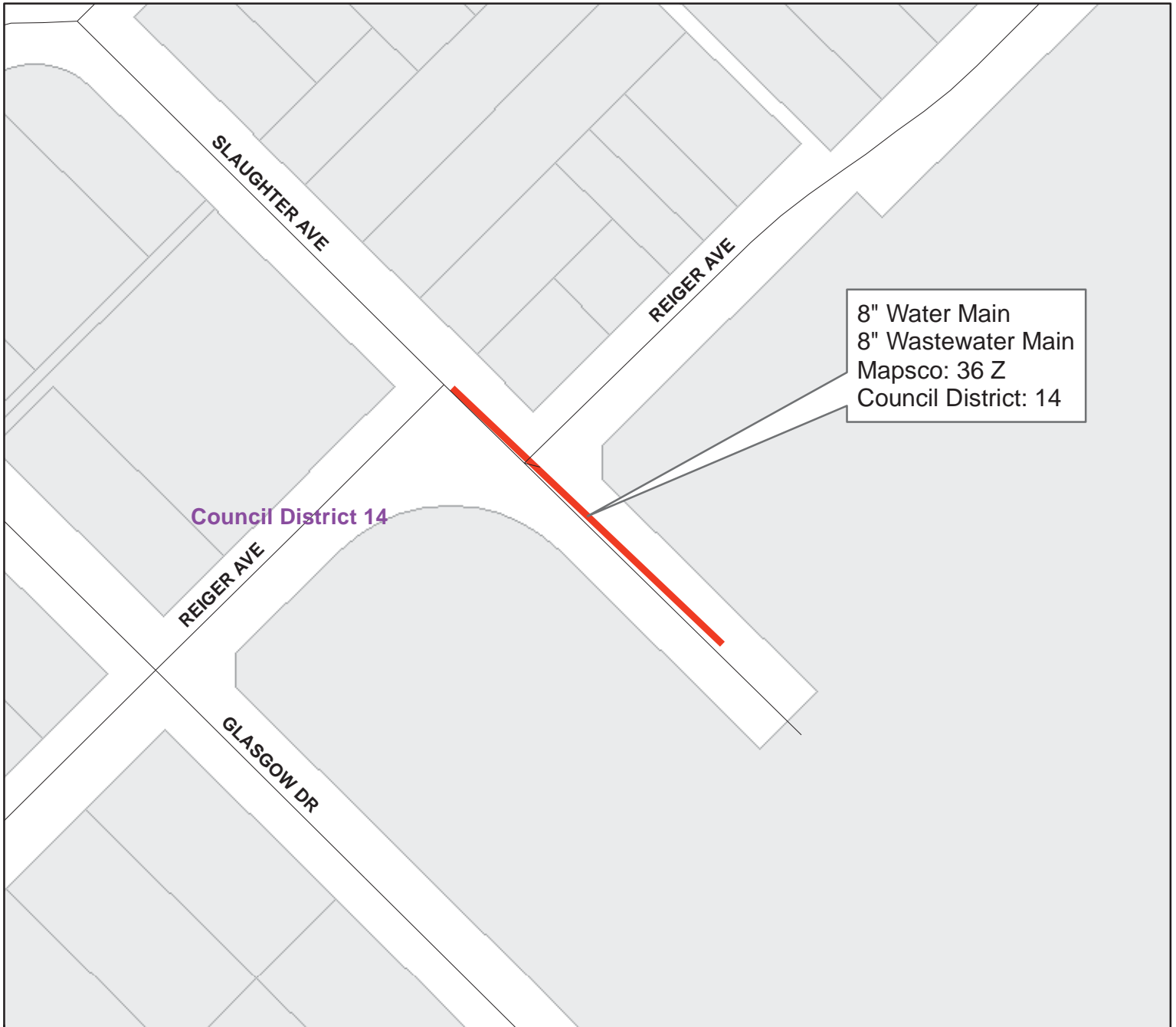
Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations



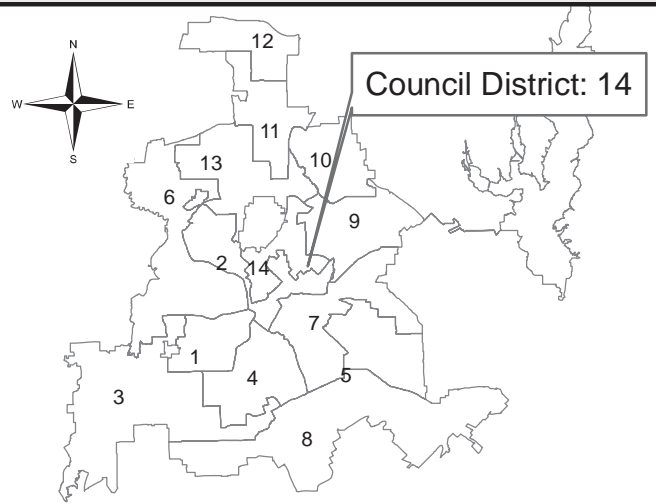
Reiger Avenue
from Glasgow Drive to Slaughter Avenue



**Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations**



Slaughter Avenue
from Reiger Avenue southeast



**Dallas Water Utilities
Contract No. 17-343/344
Water and Wastewater Main Installations
at 15 Locations**

January 24, 2018

WHEREAS, on October 27, 2017, six bids were received for the installation of water and wastewater mains at 15 locations, Contract No. 17-343/344, listed as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Muniz Construction, Inc.	\$5,763,443.00
RKM Utility Services, Inc.	\$6,446,420.00
John Burns Construction Company of Texas, Inc.	\$6,790,420.00
Omega Contracting, Inc.	\$6,825,431.30
Camino Construction, L.P.	\$7,465,224.00
Ark Contracting Services, LLC	\$8,193,718.00

WHEREAS, the bid submitted by Muniz Construction, Inc., 1835 Garden Springs Drive, Dallas, Texas 75253, in the amount of \$5,763,443.00, is the lowest and best of all bids received.

Now, Therefore,

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

SECTION 1. That the bid submitted by Muniz Construction, Inc., in the amount of \$5,763,443.00, for doing the work covered by the plans, specifications, and contract documents, Contract No. 17-343/344, be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction services contract with Muniz Construction, Inc., approved as to form by the City Attorney, for the installation of water and wastewater mains at 15 locations.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$5,763,443.00 to Muniz Construction, Inc. as follows:

<u>Contract No. 17-343</u>	
Water Capital Improvement Fund	
Fund 2115, Department DWU, Unit PW40	
Object 4550, Program 717343, Vendor VS0000016417	
Encumbrance/Contract No. CX-DWU-2018-00004767	\$2,584,846.00

<u>Contract No. 17-344</u>	
Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS40	
Object 4560, Program 717344, Vendor VS0000016417	
Encumbrance/Contract No. CX-DWU-2018-00004767	<u>\$3,178,597.00</u>

Total amount not to exceed	\$5,763,443.00
----------------------------	----------------

January 24, 2018

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: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): 8

DEPARTMENT: Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 79 C D

SUBJECT

Authorize a construction contract for Peak Flow Basin No. 4 Expansion and Site Improvements at the Southside Wastewater Treatment Plant - Eagle Contracting Limited Partnership, lowest responsible bidder of six - Not to exceed \$14,399,000 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action consists of the construction of additional peak flow storage capacity at the Southside Wastewater Treatment Plant, repair to existing concrete peak flow basins, and installation of a new 48-inch diversion pipeline.

The Southside Wastewater Treatment Plant currently has four peak flow basins that provide storage of raw wastewater entering the plant during high wet weather flows. The biological processes utilized to treat wastewater are sensitive to abrupt changes. As a result, the sudden and excessive flows that occur due to rain events can adversely impact the treatment process. Peak flow basins allow these high flows to be stored for brief periods and released at a steady rate to reduce the impact to the treatment process.

This project consists of the expansion of Peak Flow Basin No. 4, originally constructed in 2004, increasing the total peak flow storage at the Southside Wastewater Treatment Plant from 158 million gallons to 253 million gallons. These improvements will allow the plant to meet increasing wet weather storage requirements as detailed in the 2010 Wastewater Treatment Facilities Strategic Plan. This project also consists of concrete repairs to Basins 1, 2, and 3, which were constructed in 1987, to extend their service life. Also included is the construction of a new 48-inch diversion pipeline, which will increase operational and maintenance flexibility for peak flow operations at the plant.

BACKGROUND (continued)

The following chart illustrates Eagle Contracting Limited Partnership's contractual activities with the City of Dallas for the past three years:

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	0	1	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 2015
Completed Design	August 2017
Begin Construction	March 2018
Complete Construction	September 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 12, 2013, City Council authorized a professional services contract with HDR Engineering, Inc. to provide engineering services for the design of a new peak flow storage basin at the Southside Wastewater Treatment Plant by Resolution No. 13-0978.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$14,399,000

Design	\$ 1,446,313
Construction (this action)	<u>\$14,399,000</u>
Total Project Cost	\$15,845,313

M/WBE INFORMATION

See attached.

BID INFORMATION

The following six bids with quotes were opened on November 3, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*Eagle Contracting Limited Partnership 5700 Park Vista Circle Fort Worth, Texas 76244	\$14,399,000
Crescent Constructors, Inc.	\$14,877,000
Archer Western Construction, LLC	\$16,848,840
Reyes Group, Ltd.	\$17,171,392
Quest Civil Constructors, Inc.	\$17,572,572
Oscar Renda Contracting, Inc.	\$17,582,400

OWNER

Eagle Contracting Limited Partnership

Roy Ewen, President and Limited Partner
Billy Haynes, Vice-President and Limited Partner

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction contract for Peak Flow Basin No. 4 Expansion and Site Improvements at the Southside Wastewater Treatment Plant - Eagle Contracting Limited Partnership, lowest responsible bidder of six - Not to exceed \$14,399,000 - Financing: Water Utilities Capital Improvement Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$4,914,222.00	34.13%
Total non-local contracts	\$9,484,778.00	65.87%
TOTAL CONTRACT	\$14,399,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Shankle Concrete & Construction Co.	BMDB81879Y0818	\$2,513,467.00	51.15%
Ram Tool & Supply Co., Inc.	WFWB10044N0518	\$886,856.00	18.05%
LKT & Associates, LLC	WFDB19699Y1118	\$609,000.00	12.39%
Mobile Enterprises, Inc.	WFDB83554N0918	\$123,015.00	2.50%
Total Minority - Local		\$4,132,338.00	84.09%

Non-Local Contractors / Sub-Contractors

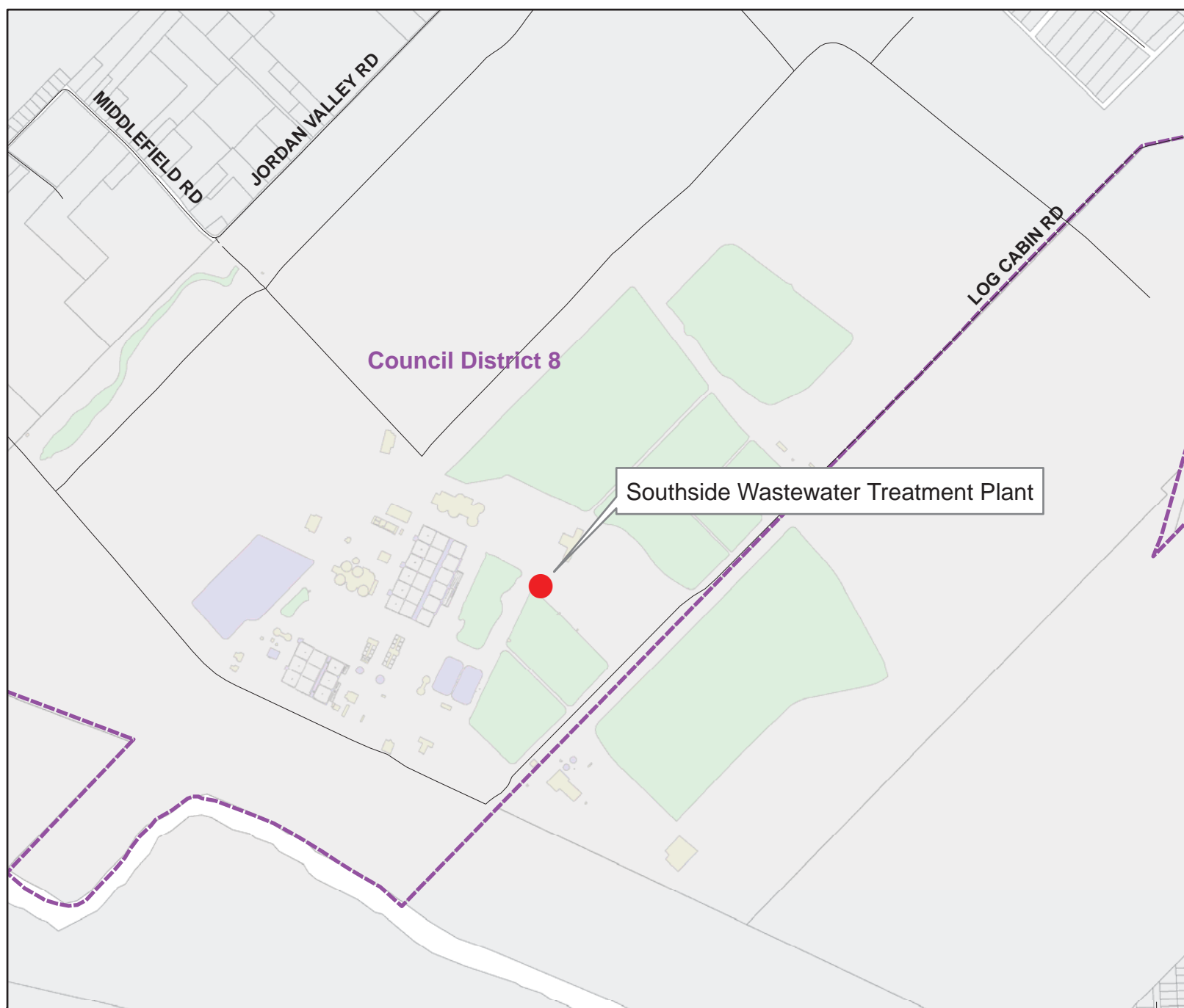
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Partnering for Success, Inc.	HFMB42467Y0618	\$8,345.00	0.09%
Total Minority - Non-local		\$8,345.00	0.09%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

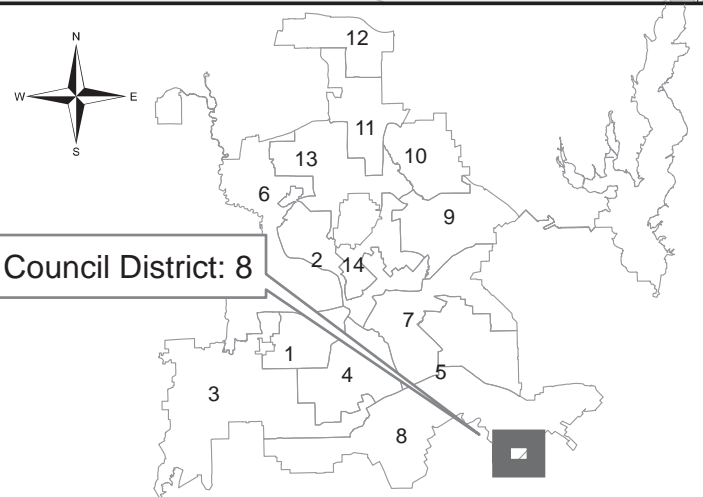
Page 2

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$2,513,467.00	51.15%	\$2,513,467.00	17.46%
Hispanic American	\$0.00	0.00%	\$8,345.00	0.06%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$1,618,871.00	32.94%	\$1,618,871.00	11.24%
Total	<u>\$4,132,338.00</u>	<u>84.09%</u>	<u>\$4,140,683.00</u>	<u>28.76%</u>



Mapsc0: 79 C D



**Dallas Water Utilities
Contract No. 18-012
Southside Wastewater Treatment Plant
Peak Flow Basin No. 4 Expansion and Site Improvements**

January 24, 2018

WHEREAS, on November 3, 2017, the six bids listed below were received in response to Contract No. 18-012 for the construction of the Peak Flow Basin No. 4 Expansion and Site Improvements at the Southside Wastewater Treatment Plant, listed as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Eagle Contracting Limited Partnership	\$14,399,000
Crescent Constructors, Inc.	\$14,877,000
Archer Western Construction, LLC	\$16,848,840
Reyes Group, Ltd.	\$17,171,392
Quest Civil Constructors, Inc.	\$17,572,572
Oscar Renda Contracting, Inc.	\$17,582,400

WHEREAS, the bid submitted by Eagle Contracting Limited Partnership, 5700 Park Vista Circle, Fort Worth, Texas 76244, in the amount of \$14,399,000, is the lowest and best of all bids received.

Now, Therefore,

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

SECTION 1. That the bid submitted by Eagle Contracting Limited Partnership, in the amount of \$14,399,000, for doing the work covered by the plans, specifications, and contract documents, Contract No. 18-012, be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction contract with Eagle Contracting Limited Partnership, approved as to form by the City Attorney, for the Peak Flow Basin No. 4 Expansion and Site Improvements at the Southside Wastewater Treatment Plant, in an amount not to exceed \$14,399,000.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$14,399,000 to Eagle Contracting Limited Partnership from Wastewater Capital Improvement Fund, Fund 2116, Department DWU, Unit PS31, Object 4330, Program 718012, Encumbrance/Contract No. CX-DWU-2018-00004650, Vendor 356959.

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: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 24, 2018

COUNCIL DISTRICT(S): 6

DEPARTMENT: Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 23 N S T X 33 B

SUBJECT

Authorize a construction services contract for the installation of a 72-inch water transmission pipeline in Harry Hines Boulevard from Cullum Lane to Walnut Hill Lane - S.J. Louis Construction of Texas Ltd., lowest responsible bidder of five - Not to exceed \$18,885,731 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action consists of the installation of approximately 17,700 feet of water mains. This includes the installation of approximately 10,700 feet of 72-inch, 2,100 feet of 8-inch, and 4,900 feet of 12-inch water mains.

Dallas Water Utilities has plans to install a 72-inch water transmission pipeline between the Elm Fork Water Treatment Plant and the Bachman Water Treatment Plant. The 72-inch pipeline is required to increase system capacity, hydraulic flexibility, and meet system needs as recommended through master planning and long range supply planning efforts. Portions of the pipeline have been constructed and this project will install the southern connection from Cullum Lane to Walnut Hill Lane. A future construction project will install the last section, the northern connection from Farmers Branch to the Elm Fork Water Treatment Plant.

The existing water mains were built between 1974 and 1979. These mains are contributing to an increase in maintenance costs, as well as service interruptions. The installation of the proposed mains will improve the capacity of the water distribution system and reduce maintenance costs.

S.J. Louis Construction of Texas Ltd. has had no completed contractual activities with the City of Dallas in the past three years.

ESTIMATED SCHEDULE OF PROJECT

Began Design	November 2013
Completed Design	August 2017
Begin Construction	March 2018
Complete Construction	September 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

On June 28, 2017, City Council authorized the City of Dallas to assume responsibility for operation and maintenance of State Highway Loop 354 (Harry Hines Boulevard) from Interstate Highway (IH) 35 East (35E) to Loop 12 in Dallas; a request to the Texas Department of Transportation to remove State Highway Loop 354 (Harry Hines Boulevard) from IH 35E to Loop 12 from the State Highway System to facilitate the construction of a 72-inch water transmission main in Harry Hines Boulevard from Walnut Hill Lane to just south of the Webb Chapel Extension; the transfer of funds from the City of Dallas, Water Utilities Capital Construction Fund to the City of Dallas, Mobility and Street Services - Resurfacing and Reconstruction Improvements Fund for future roadway maintenance in three annual installments; and the establishment of appropriations in the Resurfacing and Reconstruction Improvements Fund by Resolution No. 17-1056.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$18,885,730.20

Design	\$ 953,000.00
Construction (this action)	<u>\$18,885,730.20</u>
Total Project Cost	\$19,838,730.20

M/WBE INFORMATION

See attached

BID INFORMATION

The following five bids with quotes were opened on October 13, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*S.J. Louis Construction of Texas Ltd. 520 South 6th Avenue Mansfield, Texas 76063	\$18,885,730.20
BAR Constructors, Inc.	\$24,151,675.00
Oscar Renda Contracting, Inc.	\$26,850,500.00
Texas Sterling Construction Co.	\$29,342,769.00
John Burns Construction Company of Texas, Inc.	\$34,104,770.00

OWNER

S.J. Louis Construction of Texas Ltd.

James L. Schueller, President and Chief Manager
Les V. Whitman, Executive Vice President and General Manager

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction services contract for the installation of a 72-inch water transmission pipeline in Harry Hines Boulevard from Cullum Lane to Walnut Hill Lane - S.J. Louis Construction of Texas Ltd., lowest responsible bidder of five - Not to exceed \$18,885,731 - Financing: Water Utilities Capital Improvement Funds

S.J. Louis Construction of Texas Ltd. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$784,000.00	4.15%
Total non-local contracts	\$18,101,730.20	95.85%
TOTAL CONTRACT	\$18,885,730.20	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

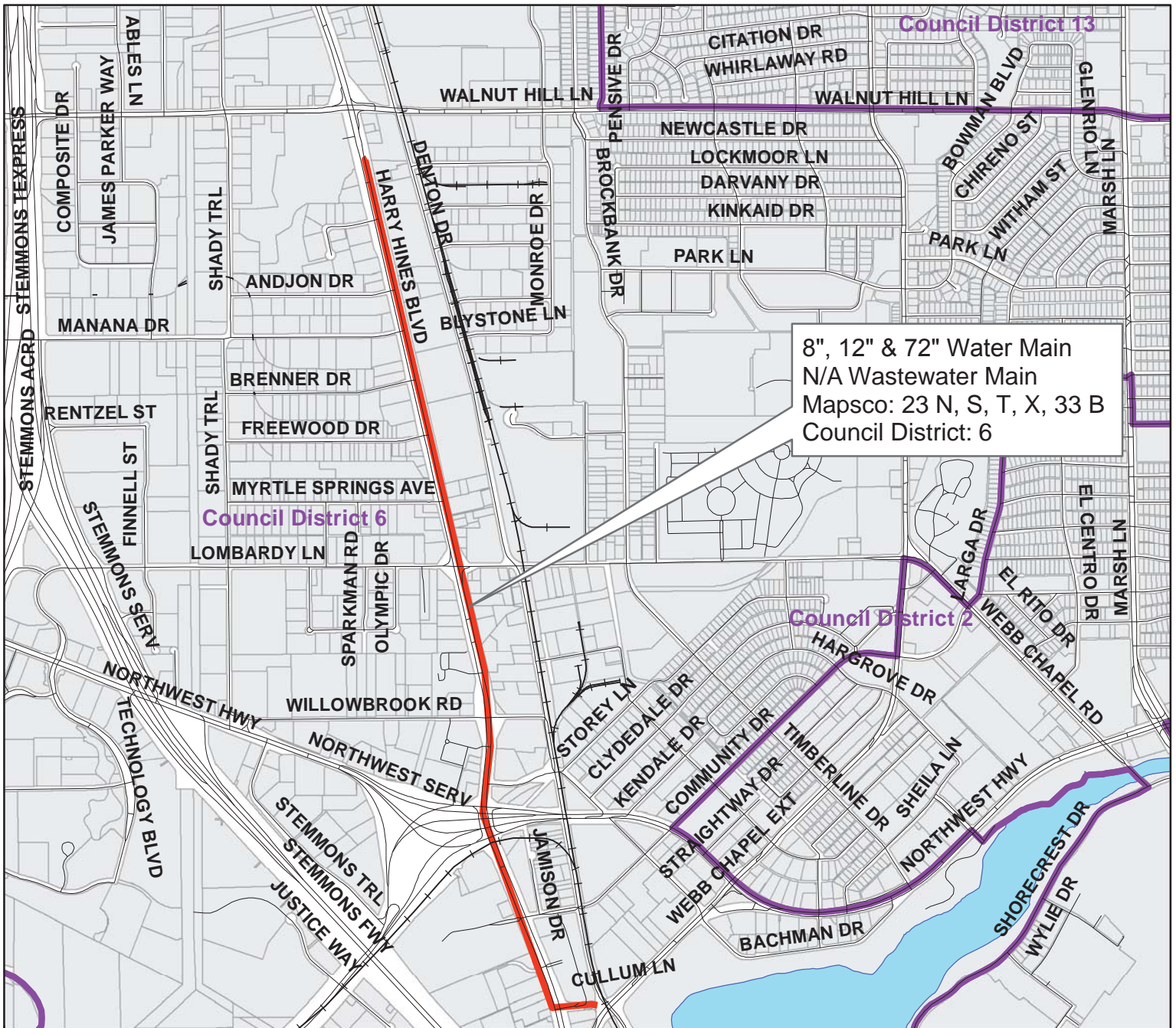
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
A.E.A. Transportation	HMDB22701Y1118	\$784,000.00	100.00%
Total Minority - Local		\$784,000.00	100.00%

Non-Local Contractors / Sub-Contractors

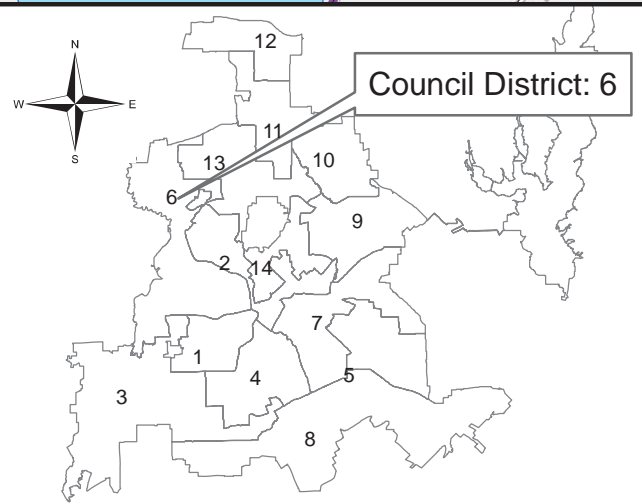
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
LKT Associates, LLC	WFDB19699Y1118	\$3,905,929.57	21.58%
Total Minority - Non-local		\$3,905,929.57	21.58%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$784,000.00	100.00%	\$784,000.00	4.15%
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%	\$3,905,929.57	20.68%
Total	\$784,000.00	100.00%	\$4,689,929.57	24.83%



Harry Hines Boulevard
 from south of Walnut Hill Lane to Cullum Lane



Dallas Water Utilities
Contract No. 18-005
72-inch Elm Fork Water Transmission Pipeline Project

January 24, 2018

WHEREAS, on October 13, 2017, the five bids listed below were received in response to Contract No. 18-005 for the installation of a 72-inch water transmission pipeline in Harry Hines Boulevard from Cullum Lane to Walnut Hill Lane, listed as follows:

<u>Bidders</u>	<u>Bid Amount</u>
S.J. Louis Construction of Texas Ltd.	\$18,885,730.20
BAR Constructors, Inc.	\$24,151,675.00
Oscar Renda Contracting, Inc.	\$26,850,500.00
Texas Sterling Construction Co.	\$29,342,769.00
John Burns Construction Company of Texas, Inc.	\$34,104,770.00

WHEREAS, the bid submitted by S.J. Louis Construction of Texas Ltd., 520 South 6th Avenue, Mansfield, Texas 76063, in the amount of \$18,885,730.20, is the lowest and best of all bids received.

Now, Therefore,

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

SECTION 1. That the bid submitted by S.J. Louis Construction of Texas Ltd., in the amount of \$18,885,730.20, for doing the work covered by the plans, specifications, and contract documents, Contract No. 18-005, be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction services contract with S.J. Louis Construction of Texas Ltd., approved as to form by the City Attorney, for the installation of a 72-inch water transmission pipeline in Harry Hines Boulevard from Cullum Lane to Walnut Hill Lane, in an amount not to exceed \$18,885,730.20.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$18,885,730.20 to S.J. Louis Construction of Texas Ltd. from Water Capital Improvement Fund, Fund 3115, Department DWU, Unit PW40, Object 4550, Program 718005, Encumbrance/Contract No. CX-DWU-2018-00004920, Vendor VS0000078761.

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:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

January 24, 2018

COUNCIL DISTRICT(S):

Outside City Limits

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

Outside City Limits

SUBJECT

Authorize a five-year contract with one five-year renewal option, with the United States of America acting through the U. S. Army Corps of Engineers to continue providing untreated water, from January 24, 2018 through January 23, 2023 - Estimated Annual Revenue: \$3,332

BACKGROUND

This item is for authorization to enter into a new untreated water purchase contract with the United States of America acting through the U. S. Army Corps of Engineers. The U. S. Army Corps of Engineers is currently purchasing untreated water from Dallas for use at its Lewisville Aquatic Ecosystem Research Facility (LAERF) under an existing untreated water purchase contract which expired on June 12, 2015.

LAERF is an experimental pond facility which supports studies and research related to the biology, ecology, and management of aquatic plants. As a part of the U. S. Army Corps of Engineers' research, water is diverted from Lewisville Lake to the Corps' 54 research ponds which are filled and drained independently for control of different hydrologic regimes. The U. S. Army Corps of Engineers' LAERF is located in Lewisville, Texas, immediately below the dam of Lewisville Lake, a U. S. Army Corps of Engineers water supply reservoir.

The U. S. Army Corps of Engineers desires to purchase a maximum of 4,887,765 gallons of untreated water annually for industrial purposes to compensate Dallas for evaporative losses due to the research ponds. The City of Dallas has water rights in Lewisville Lake for multiple purposes, including rights for industrial use.

BACKGROUND (continued)

Untreated water provided to the U. S. Army Corps of Engineers by Dallas will be billed at Dallas' ordinance rate for regular untreated water service in accordance with Chapter 49. Estimated annual revenue to Dallas is \$3,331.83. The revenue estimate is based on Dallas' current untreated water rate of \$1.0225 per 1,000 gallons of untreated water used multiplied by the contracted annual average usage amount of 3,258,510 gallons. Based on the annual maximum usage amount of 4,887,765 gallons, annual revenues to Dallas could increase up to \$4,997.74. The sale of untreated water to the U.S. Army Corps of Engineers is subject to, and limited by, available system supply.

The City of Dallas currently contracts with the U. S. Army Corps of Engineers for water storage and operation and maintenance of Lewisville, Ray Roberts and Grapevine Lakes.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 13, 1990, City Council authorized Untreated Water Purchase Contract with the U. S. Army Corps of Engineers by Resolution No. 90-1946.

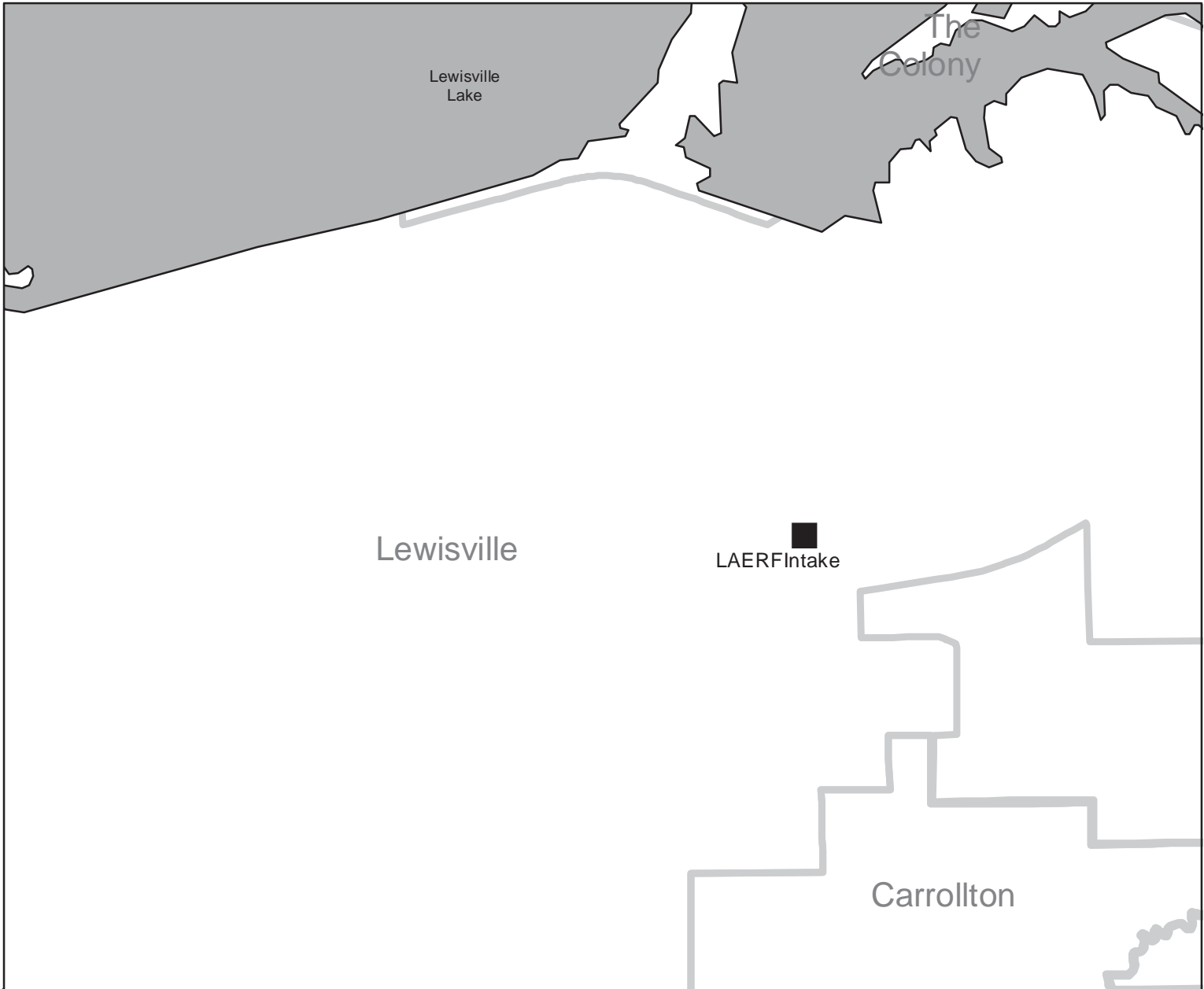
Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

Estimated Annual Revenue: \$3,331.83 (at current untreated water rate)

MAP

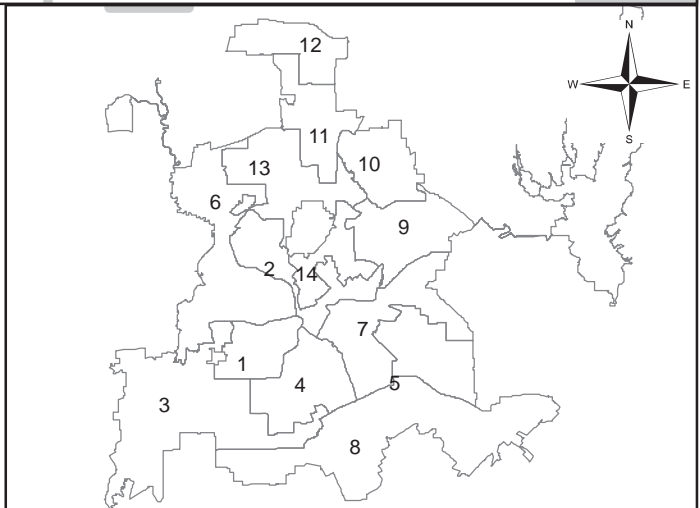
Attached



Location: Lewisville Aquatic Ecosystem Research Facility (LAERF), Lewisville

Council Districts: Outside City of Dallas

Department: DWU



**United States of America, acting through the U. S. Army Corps of Engineers,
Untreated Water Purchase Contract**

January 24, 2018

WHEREAS, the United States of America, acting through the U. S. Army Corps of Engineers, currently purchases untreated water for industrial purposes from the City of Dallas, and Dallas currently sells untreated water to the U. S. Army Corps of Engineers as set forth under the terms, covenants, and conditions stated in an Untreated Water Contract between the City of Dallas and the U. S. Army Corps of Engineers dated June 13, 1990; and

WHEREAS, the City of Dallas owns water rights in Lewisville Lake including industrial water rights; and

WHEREAS, the U. S. Army Corps of Engineers requests to continue to purchase untreated water from the City of Dallas as compensation for evaporation losses from impoundments at a diversion point located at Lewisville Lake in Denton County, Texas; and

WHEREAS, the U. S. Army Corps of Engineers Untreated Water Contract with Dallas expired on June 12, 2015; and

WHEREAS, Dallas and the U. S. Army Corps of Engineers desire to enter into a new Untreated Water Contract; and

WHEREAS, the initial term of the new five-year Untreated Water Contract, which has one five-year renewal option, will be January 24, 2018 through January 23, 2023; and

WHEREAS, approval of the new contract would be in the best interest of the City of Dallas as well as the U. S. Army Corps of Engineers.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to enter into an Untreated Water Contract with the United States of America, acting through the U. S. Army Corps of Engineers, to purchase untreated water from the City of Dallas for the initial term of January 24, 2018 through January 23, 2023, with one five-year renewal option, in the estimated annual revenue amount of \$3,331.83 after approval of the contract documents by the City Attorney.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit all receipts for service from the U.S. Army Corps of Engineers to the Water Utilities Current Fund, Fund 0100, Department DWU, Unit 7005, Revenue Code 7847.

SECTION 3. That this contract is designated as Contract No. DWU-2018-00004847.

January 24, 2018

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:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

January 24, 2018

COUNCIL DISTRICT(S):

6

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

43F G H

SUBJECT

A public hearing to receive comments to amend the City of Dallas' Thoroughfare Plan to change the dimensional classification of Canada Drive from **(1)** Westmoreland Road to Holystone Street from a standard four-lane divided (S-4-D) roadway within 80 feet of right-of-way to a special four-lane divided (SPCL 4D) roadway with bicycle facilities and parking on both sides of the roadway within 100 feet of right-of-way and 78-feet of pavement; and **(2)** Holystone Street to Hampton Road from a standard four-lane divided (S-4-D) roadway within 80-feet of right-of-way to a special four-lane divided (SPCL 4D) roadway with bicycle facilities and parking on the north side of the roadway within 100-feet of right-of-way and 75-feet of pavement; and at the close of the hearing, authorize an ordinance implementing the change - Financing: No cost consideration to the City

BACKGROUND

The Department of Transportation is requesting an amendment to Canada Drive to facilitate the design of a multimodal roadway project funded by capital funds. Staff has worked with the Department of Public Works and the Department of Planning and Urban Design to establish a street design that is consistent with the West Dallas Vision that was approved by City Council and the City Plan Commission in 2011 and meets the needs of adjacent schools. The design improves vehicular operations and incorporates amenities that accommodate pedestrians, cyclists, and public transit users.

The proposed design will add bicycle facilities and on-street parking. Currently, Canada Drive between Westmoreland Road and Holystone Street operates as a four-lane roadway with parking. This operation will be maintained and bicycle facilities will be added. Canada Drive between Holystone Street and Hampton Road operates as a two-lane roadway. This segment will be enhanced to a four-lane roadway with bicycle facilities and parking on the north side of the roadway.

BACKGROUND (continued)

The proposed design will incorporate Complete Street elements such as Integrated Stormwater Management elements, lighting, trees, and sidewalks.

Staff recommends approval to the City of Dallas Thoroughfare Plan to change the dimensional classification of Canada Drive from Westmoreland Road to Holystone Street from a standard four-lane divided (S-4-D) roadway within 80 feet of right-of-way to a special four-lane divided (SPCL 4D) roadway with bicycle facilities and parking on both sides of the roadway within 100 feet of right-of-way and 78 feet of pavement; and Holystone Street to Hampton Road from a standard four-lane divided (S-4-D) roadway within 80 feet of right-of-way to a special four-lane divided (SPCL 4D) roadway with bicycle facilities and parking on the north side of the roadway within 100 feet of right-of-way and 75 feet of pavement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 16, 2017, the City Plan Commission Thoroughfare Committee acted on this item and followed staff recommendation.

On December 14, 2017, the City Plan Commission acted on this item and followed staff recommendation.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on January 22, 2018.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Canada Drive

Westmoreland Road to Hampton Road

Council District: 6
MAPSCO: 43F,G,H



Thoroughfare Plan Amendment Map

