

RECEIVED

**MOBILITY SOLUTIONS, INFRASTRUCTURE & SUSTAINABILITY COMMITTEE**  
DALLAS CITY COUNCIL COMMITTEE AGENDA

2017 SEP -5 PM 4: 18

CITY SECRETARY  
DALLAS, TEXAS

MONDAY, SEPTEMBER 11, 2017  
CITY HALL  
COUNCIL BRIEFING ROOM, 6ES  
1500 MARILLA STREET  
DALLAS, TEXAS 75201  
1:00 P.M.–2:30 P.M.

**Chair**, Councilmember Lee M. Kleinman  
**Vice Chair**, Councilmember Rickey D. Callahan  
Councilmember Sandy Greyson  
Councilmember Adam Medrano  
Councilmember Casey Thomas, II  
Councilmember Tennell Atkins

Call to Order

1. Approval of August 28, 2017 Minutes

**BRIEFINGS**

2. Live Oak Ramp Removal  
Tanya Brooks, Assistant Director  
Mobility & Street Services
3. Getting to Know the Envision® Rating System  
Majed Al-Ghafry, Assistant City Manager  
City Manager's Office  
  
Todd Buckingham, Project Manager,  
Transportation Division  
Freese & Nichols, Inc.
4. Lowest Stemmons Project  
Mo Bur, Director of Transportation Planning and  
Development, Dallas District  
TxDOT

**5. UPCOMING AGENDA ITEMS**

September 13, 2017

- A. Agenda Item #2: Authorize (1) an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Relocation of the Runway 13L Glideslope and associated equipment due to the design for the Rehabilitate Taxiway B Phase II Project at Dallas Love Field; (2) an increase in appropriations in the Aviation Near Term Passenger Facility Charge Fund; (3) an increase in appropriations in the Aviation Passenger Facility Charge Fund; and (4) the transfer of funds from the Aviation Passenger Facility Charge Fund to the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$94,114 - Financing: Aviation Near Term Passenger Facility Charge Funds (AVI)
- B. Agenda Item #14: Authorize the third of three, one-year renewal options, to the Job Order Services contract with (1) Brown & Root Industrial Services, LLC, for construction services in the amount of \$4,358,053, from \$12,202,549 to \$16,560,602; and (2) METCO Engineering, Inc. for mechanical, electrical and plumbing improvements in the amount of \$1,875,000, from \$5,250,000 to \$7,125,000 - Total not to exceed \$6,233,053 - Financing: Aviation Current Funds

A quorum of the City Council may attend this Council Committee meeting

- (\$2,000,000) (subject to appropriations), Convention and Event Services Capital Construction Funds (\$3,000,000), Park and Recreation Program Funds (\$500,000) and 2006 Bond Funds (\$733,053) (EBS, AVI, CES, PKR)
- C. Agenda Item #33: Authorize (1) an agreement with Southwestern Bell Telephone Company, d/b/a AT&T to provide cost reimbursement for material and labor cost incurred by the City of Dallas for construction and installation of an underground conduit-duct bank (Installations) beginning from the South Frontage Road of Interstate Highway 30 and following Colorado Boulevard southward in the City and County of Dallas, concurrent with and during the City's construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension Project, (2) transfer ownership of the Installations to AT&T; (3) an increase of appropriations in an amount not to exceed \$166,600 in the Capital Projects Reimbursement Fund; and (4) the receipt and deposit of funds from AT&T in an amount not to exceed \$166,600 in the Capital Projects Reimbursement Fund - Not to exceed \$166,600 - Financing: Capital Projects Reimbursement Funds (MSS)
  - D. Agenda Item #36: Authorize (1) Supplemental Agreement No. 1 to the professional services contract with Bridgefarmer & Associates, Inc. to provide additional engineering services for the Dolphin Road Project from Spring Avenue to north of Haskell Avenue Project; (2) an increase in appropriations in an amount not to exceed \$76,965 in the Capital Projects Reimbursement Fund; and (3) the receipt and deposit of funds from the Texas Department of Transportation in an amount not to exceed \$76,965 in the Capital Projects Reimbursement Fund - Total not to exceed \$157,738 - Financing: 2006 Bond Funds (\$62,651), Capital Projects Reimbursement Funds (\$76,965), and Water Utilities Capital Construction Funds (\$18,122) (MSS)
  - E. Agenda Item #50: Authorize moving expense and rental assistance payments for Miguel Velo and Miriam Velo as a result of an official written offer of just compensation to purchase real property at 902 LaSalle Drive for the Cadillac Heights Phase II Project - Not to exceed \$10,474 - Financing: General Obligation Commercial Paper Funds (SDC, EBS)
  - F. Agenda Item #51: A resolution declaring approximately 2,052 square feet of undevelopable land unwanted and unneeded, located near the intersection of Singleton Boulevard and Jim Street, and authorizing its sale to Kulsom Ahmed, the abutting owner - Revenue: \$5,130 (SDC)
  - G. Agenda Item #52: Authorize an amendment to an existing lease agreement with TSI Group, LLC to extend the lease agreement for an additional twenty-two months for approximately 5,015 square feet of office space located at 3218 Highway 67 (Interstate 30), Mesquite, Texas to be used as a Women, Infants and Children Clinic for the period October 1, 2017 through July 31, 2019 - Not to exceed \$147,107 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds (subject to annual appropriations) (SDC, HSG)
  - H. Agenda Item #53: Authorize an amendment to an existing lease agreement with Carrollton Park II, L.P. to extend the lease agreement for an additional three-years for approximately 3,000 square feet of office space located at 1235 South Josey Lane, Carrollton, Texas to be used as a Women, Infants and Children Clinic for the period October 1, 2017 through September 30, 2020 - Not to exceed \$114,750 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds (subject to annual appropriations) (SDC, HSG)
  - I. Agenda Item #54: Authorize an amendment to an existing lease agreement with Tom Keele, Inc. to (1) extend the lease agreement for an additional three-years; and (2) reduce the monthly rental payments for the remainder of the existing lease term for approximately 6,733 square feet of office space located at 302 North Barnes Drive, Garland, Texas to be used as a Women, Infants and Children Clinic for the period September 1, 2017 through August 31, 2021 - Not to exceed \$349,200 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds (subject to annual appropriations) (SDC, HSG)
  - J. Agenda Item #55: An ordinance granting a private license to GPIWE Limited Partnership for the use of approximately 378 square feet of land to occupy, maintain, install, and utilize an extension to an existing historic wood loading dock with guardrail, four planters and decorative pavers, on portions of Munger Avenue and Record Street, located near its intersection with Munger Avenue - Revenue: \$1,000 annually and \$200 one-time fee, plus the \$20 ordinance publication fee (SDC)
  - K. Agenda Item #56: An ordinance granting a revocable license to Espresso Roma Corporation dba Flying Horse Cafe, for the use of approximately 182 square feet of land to occupy, maintain and utilize a sidewalk cafe on a portion of Commerce Street right-of-way, near its intersection with Akard Street - Revenue: \$200 annually, plus the \$20 ordinance publication fee (SDC)
  - L. Agenda Item #57: An ordinance abandoning two street easements to Lake Highlands Solutions, LLC, the abutting owner, containing a total of approximately 4,497 square feet of land, located near the intersection of Watercrest Parkway and Sedgwick Drive; and providing the quitclaim; and providing for the dedication of approximately 11,913 square feet of land needed for street right-of-way, of which 2,352 square feet processed shall be a land exchange - Revenue: \$5,400, plus the \$20 ordinance publication fee (SDC)

- M. Agenda Item #58: An ordinance abandoning aerial rights over a portion of North Akard Street to LICGF Dallas Lofts, Inc., the abutting owner, containing approximately 187 square feet of land, located near its intersection with Elm and North Akard Streets; and authorizing the quitclaim - Revenue: \$8,509, plus the \$20 ordinance publication fee (SDC)
- N. Agenda Item #59: An ordinance abandoning a utility easement to Lincoln LAG, LTD., the abutting owner, containing approximately 3,555 square feet of land, located near the intersection of Matilda and Milton Streets - Revenue: \$5,400, plus the \$20 ordinance publication fee (SDC)
- O. Agenda Item #60: An ordinance abandoning a drainage and utilities easement to The Pecan Deluxe Candy Company, the abutting owner, containing approximately 6,661 square feet of land, located near the intersection of Lone Star Drive and Postal Way - Revenue: \$5,400, plus the \$20 ordinance publication fee (SDC)
- P. Agenda Item #61: An ordinance amending Ordinance No. 29383, previously approved on June 25, 2014, as amended by Ordinance No. 30094, previously approved on May 25, 2016 as amended by Ordinance No. 30272, previously approved on December 14, 2016, which abandoned a portion of Straightway Drive, located near the intersection of Straightway Drive and Northwest Highway to Northwest Overlake L.L.C. and Rizos Family Partnership L.P. to extend the final replat and dedication requirement from 39 months to 45 months - Revenue: \$5,400, plus the \$20 ordinance publication fee (SDC)
- Q. Agenda Item #62: Authorize the conveyance of a utility easement and right-of-way containing a total of approximately 47,849 square feet of land to Oncor Electric Delivery Company LLC for the installation, use and maintenance of electric facilities across City-owned land located on Riverfront Boulevard near its intersection with Zangs Boulevard - Financing: No cost consideration to the City (TWM)
- R. Agenda Item #63: Authorize an increase in the construction services contract with BAR Constructors, Inc. to increase the scope of work associated with the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Pump Station – Not to exceed \$625,860, from \$68,624,468 to \$69,250,328 – Financing: 2012 Bond Funds (TWM)
- S. Agenda Item #64: Authorize an Interlocal Agreement and Lease with the Town of Sunnyvale for the management of areas adjacent to Lake Ray Hubbard - Financing: No cost consideration to the City (DWU)
- T. Agenda Item #65: Authorize a professional services contract with Terracon Consultants, Inc. to provide architectural and engineering services for the design of roof and heating, ventilation and air conditioning systems (list attached) - Not to exceed \$866,280 - Financing: Water Utilities Capital Improvement Funds (DWU)

Adjourn



Lee M. Kleinman, Chair  
Mobility Solutions, Infrastructure and Sustainability Committee

### EXECUTIVE SESSION NOTICE

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

1. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]
2. deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.072]
3. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.073]
4. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. [Tex. Govt. Code §551.074]
5. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Tex. Govt. Code §551.076]
6. discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Tex Govt. Code §551.087]
7. deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementations of security personnel, critical infrastructure, or security devices. [Tex. Govt. Code §551.089]

### HANDGUN PROHIBITION NOTICE FOR MEETING OF GOVERNMENTAL ENTITIES

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

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

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

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

# Mobility Solutions, Infrastructure, & Sustainability Committee Meeting Record

The Mobility Solutions, Infrastructure, & Sustainability Committee meetings are recorded. Agenda materials are available online at [www.dallascityhall.com](http://www.dallascityhall.com). Recordings may be reviewed/copied by contacting the Mobility Solutions, Infrastructure, & Sustainability Committee Coordinator at 214-671-9465.

**Meeting Date:** August 28, 2017

**Convened:** 1:04 p.m.

**Adjourned:** 2:39 p.m.

**Committee Members Present:**

Lee M. Kleinman, Chair  
Rickey D. Callahan, Vice Chair  
Tennell Atkins  
Sandy Greyson  
Adam Medrano  
Casey Thomas, II

**Committee Members Absent:**

**Other Council Members Present:**

B. Adam McGough  
Philip T. Kingston

**Presenters:**

Tanya Brooks, Assistant Director, Mobility & Street Services  
Gary Thomas, President/Executive Director, DART  
Steve Salin, VP of Rail Planning, DART  
Lynetta Kidd, Assistant Director, Aviation  
Peer Chacko, Director, Planning & Urban Design  
Kourtney Garrett, President/CEO, DDI

**City Staff Present:**

Rick Galceran  
Auro Majumdar  
Errick Thompson  
Sarah Standifer  
Jared White  
Chhunny Chhean  
Frank Honeycutt  
Louise Elam

David Cossum  
Casey Burgess  
Robert L. Sims  
Willis Winters  
John Brunk  
Jody Puckett  
Janette Weedon  
Mark Duebner

**AGENDA:**

Call to Order (1:04 p.m.)

**1. Approval of the August 14, 2017, Meeting Minutes**

**Presenter(s):** Lee M. Kleinman, Chair

**Action Taken/Committee Recommendation(s):** A motion was made to approve the minutes for the August 14, 2017 Transportation and Trinity River Project Committee meeting.

Motion made by: Sandy Greyson

Item passed unanimously: X

Item failed unanimously:

Motion seconded by: Rickey D. Callahan

Item passed on a divided vote:

Item failed on a divided vote:

**2. Dallas Streetcar Central Link Locally Preferred Alternative Selection**

**Presenter(s):** Tanya Brooks, Assistant Director, Mobility & Street Services

**Action Taken/Committee Recommendation(s):** Action deferred to after the next briefing regarding D2.

**3. Approval of the Locally Preferred Alternative (LPA) for the Dallas CBD Second Light Rail Alignment (D2)**

**Presenter(s):** Gary Thomas, President/Executive Director, and Steve Salin, VP of Rail Planning, DART

**Action Taken/Committee Recommendation(s):** A motion was made for the City of Dallas to recommend Commerce as the LPA for the D2 alignment with an anticipated service date of 2024.

Motion made by: Lee M. Kleinman  
Item passed unanimously: X  
Item failed unanimously:

Motion seconded by: Sandy Greyson  
Item passed on a divided vote:  
Item failed on a divided vote:

**Action Taken/Committee Recommendation(s):** A motion was made to support Elm-Commerce as the LPA for the Dallas Streetcar Central Link, while retaining Main and Young-Harwood as secondary options.

Motion made by: Adam Medrano  
Item passed unanimously: X  
Item failed unanimously:

Motion seconded by: Tennell Atkins  
Item passed on a divided vote:  
Item failed on a divided vote:

**4. FY 2017-18 Budget Process and Amendments**

**Presenter(s):** Lee M. Kleinman, Chair

**Action Taken/Committee Recommendation(s):** Information only

**5. Love Field Customer Facility Charge (CFC) Ordinance**

**Presenter(s):** Lynetta Kidd, Assistant Director, Aviation

**Action Taken/Committee Recommendation(s):** A motion was made to support approval of a resolution to impose a \$3/transaction day CFC and move forward with additional site and feasibility studies.

Motion made by: Tennell Atkins  
Item passed unanimously: X  
Item failed unanimously:

Motion seconded by: Casey Thomas, II  
Item passed on a divided vote:  
Item failed on a divided vote:

**6. 360 Plan Update**

**Presenter(s):** Peer Chacko, Director, Planning and Urban Design, and Kourtny Garrett, President & CEO, Downtown Dallas, Inc.

**Action Taken/Committee Recommendation(s):** Information only

Adjourn (2:39 p.m.)

**APPROVED BY:**

**ATTEST:**

\_\_\_\_\_  
Lee M. Kleinman, Chair  
Mobility Solutions, Infrastructure, &  
Sustainability Committee

\_\_\_\_\_  
Chelsea Monty, Coordinator  
Mobility Solutions, Infrastructure, &  
Sustainability Committee

# Memorandum



CITY OF DALLAS

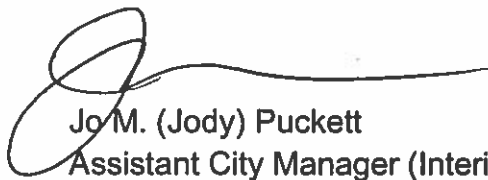
DATE September 5, 2017

Honorable Members of the Mobility Solutions, Infrastructure and Sustainability  
TO Committee: Lee M. Kleinman (Chair), Rickey D. Callahan (Vice-Chair), Sandy  
Greyson, Adam Medrano, Casey Thomas, II and Tennell Atkins

SUBJECT **Live Oak Ramp Removal**

On Monday, September 11, 2017, you will be briefed on the Live Oak Ramp Removal.  
The briefing materials are attached for your review.

Please feel free to contact me if you have any questions or concerns.



Jo M. (Jody) Puckett  
Assistant City Manager (Interim)

[Attachment]

c: Honorable Mayor and Members of the City Council  
T.C. Broadnax, City Manager  
Larry Casto, City Attorney  
Craig D. Kinton, City Auditor  
Biliera Johnson, City Secretary (Interim)  
Daniel F. Solis, Administrative Judge  
Kimberly Bizer Tolbert, Chief of Staff to the City Manager  
Majed A. Al-Ghafry, Assistant City Manager

Jon Fortune, Assistant City Manager  
Joey Zapata, Assistant City Manager  
M. Elizabeth Reich, Chief Financial Officer  
Nadia Chandler Hardy, Chief of Community Services  
Raquel Favela, Chief of Economic Development & Neighborhood Services  
Theresa O'Donnell, Chief of Resilience  
Directors and Assistant Directors

# Live Oak Ramp Removal

**Mobility Solutions,  
Infrastructure &  
Sustainability**

**September 11, 2017**

**Tanya Brooks,  
Assistant Director  
Mobility and Street Services**



**City of Dallas**



# Presentation Overview

- Purpose
- Background
- Urban Design Peer Review Panel (UDPRP) Recommendation
- Ramp Closure Traffic Analysis
- Alternative Routes
- Adjacent Initiatives
- Supportive Initiatives
- Staff Recommendation
- Next Steps

# Purpose

To request support from the Dallas City Council to remove the southbound Interstate Highway (IH) 345 Live Oak exit ramp adjacent to the Crozier Tech/Old Dallas High School redevelopment site.

# Background

- Matthews Southwest is redeveloping the Crozier Tech/Old Dallas High School site for office and retail uses
- The site is bounded by Pearl Street, Bryan Street/DART, IH 345 and Live Oak Street



# Urban Design Peer Review Panel (UDPRP)

The UDPRP is a City Manager-appointed advisory panel responsible for reviewing development projects that receive City TIF incentives:

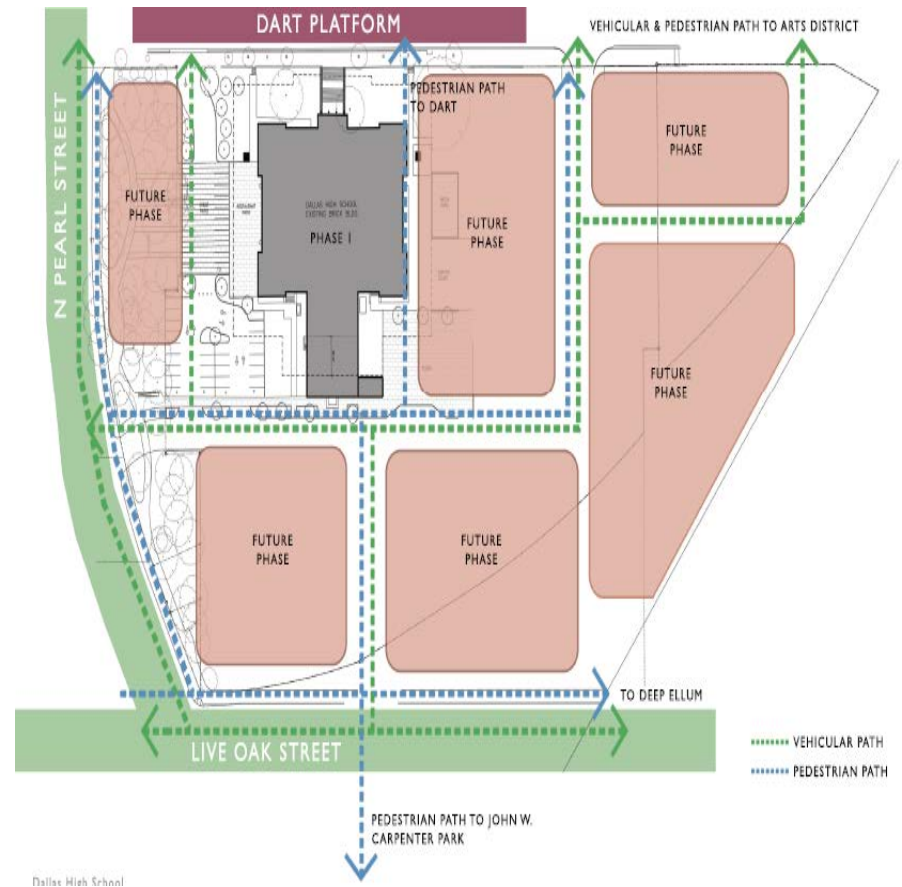
- Nine-member panel composed of design professionals:
  - Four architects
  - Two landscape architects
  - Two engineers
  - One planner
- Staggered two-year terms with a three-term limit



5

# UDPRP, cont.

- UDPRP reviewed the redevelopment plans on November 20, 2015
- The UDPRP supported efforts to eliminate or re-route the existing I-345 Live Oak ramp to:
  - Improve the site access opportunities
  - Improve the pedestrian environment
  - Free up developable land and allow for better connectivity with Carpenter Park



# Ramp Closure Traffic Analysis

A traffic study conducted by Pacheco Koch on behalf of Matthews Southwest analyzed:

- The existing use of the ramp
- The impact of removal
- Alternative routes and operational impacts

**Conclusion:** Study recommended removal indicating relatively little impact to overall traffic operations

# Ramp Closure Traffic Analysis, cont.

Existing use of the ramp:

- The Live Oak Ramp carries approximately 4,609 vehicles per day (steady decline from 5,000 vehicles per day in 2009)
- Overall peak hour traffic occurs between 8:15-9:15 a.m.

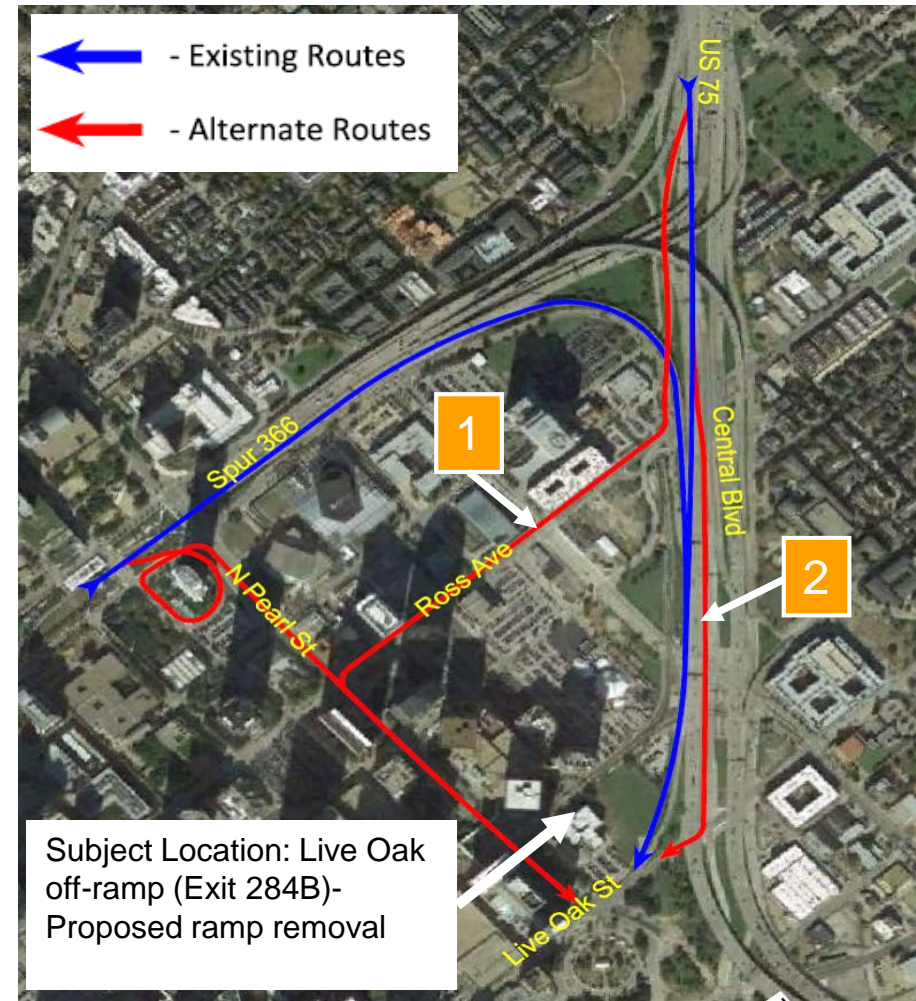
# Alternative Routes

## Existing ramp

- Services southbound motorists on US 75 (1)

## Alternate Routes

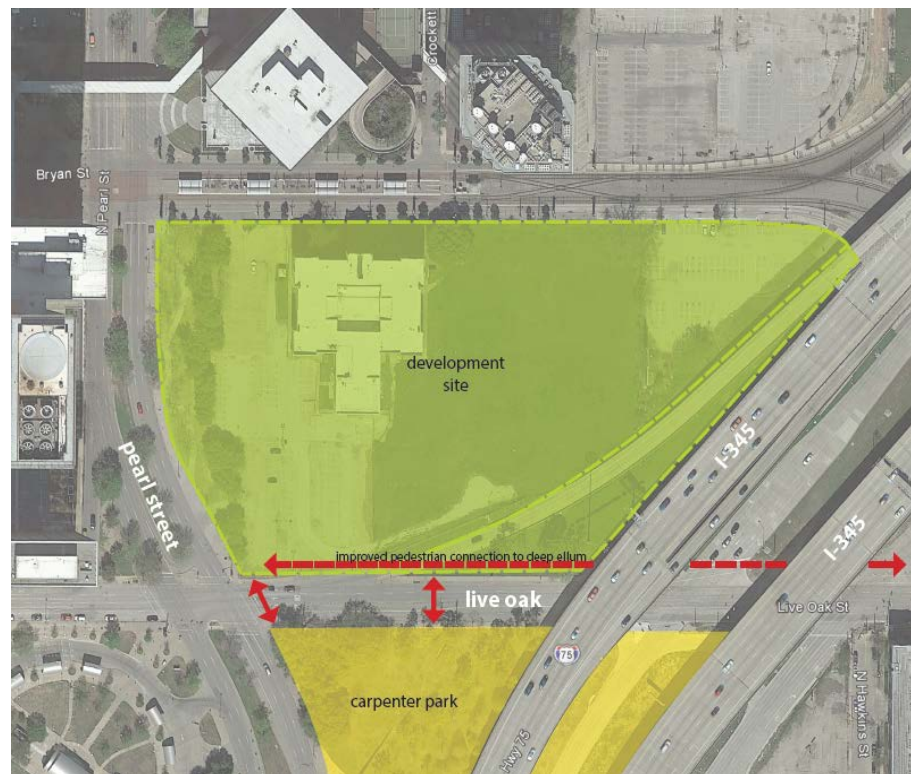
- US 75 southbound
  - Exit Ross Ave
  - Exit Downtown/Good Latimer (2)
- Woodall Rodgers
  - Exit Olive to Pearl





# Adjacent Initiatives Carpenter Park

- Safer pedestrian connectivity from site to Carpenter Park
- Design for Carpenter Park is currently underway
- Construction start fall 2018



# Supportive Initiatives CityMAP Study

- CityMAP identified three scenarios for I-345:
  - **MODIFY** the existing aerial structure
  - **REMOVE** the existing aerial structure
  - Lower I-345 to **BELOW GRADE**
- Each of the CityMAP scenarios include eliminating the Live Oak ramp
- Project is a CityMAP advanced opportunity

# Staff Recommendation

Staff supports eliminating the Live Oak ramp and identified the following potential benefits:

- Improved bicycle and pedestrian connection between CBD and Deep Ellum
- Improved pedestrian connection to adjacent Carpenter Park
- Reduced visual impact

# Next Steps

- Seek MSIS Committee direction/approval to proceed to full City Council
- Submit resolution to City Council supporting removal of the Live Oak ramp

# Live Oak Ramp Removal

**Mobility Solutions,  
Infrastructure &  
Sustainability**

**September 11, 2017**

**Tanya Brooks,  
Assistant Director  
Mobility and Street Services**



**City of Dallas**

October 11, 2017

**WHEREAS**, the City seeks to become a more livable city that can continue to promote a healthy population and a robust economy; recognizes that streets play a vital part in achieving this goal; and

**WHEREAS**, the City recognizes the need for its transportation infrastructure to evolve and the importance of providing an integrated transportation system that balances the needs of all users regardless of age or ability, and that meets multi-modal needs including walking, bicycling, and mass transit, as well as automobiles, trucks, and emergency vehicles; and

**WHEREAS**, the City does not control all roads or modes of transportation within its corporate limits and therefore depends on partner agencies to enhance the transportation options offered within the city; and

**WHEREAS**, the City recognizes the importance of its role in local economic development; and

**WHEREAS**, on November 20, 2015 the design for the project was reviewed by the Urban Design Peer Review Panel (UDPRP), an independent group of design, engineering, and/or planning professionals selected by the Dallas City Manager and required for all TIF District projects; and

**WHEREAS**, as part of the overall recommendations from the UDPRP, the panel supported efforts to eliminate or reroute the existing Interstate Highway (IH) 345 Live Oak ramp to free up developable land and allow for better connectivity with Carpenter Park; and

**WHEREAS**, Matthews Holdings Southwest, Inc. (MSW) approached the City to create a development agreement for the redevelopment of the Crozier Technical/Old Dallas High School site; and

**WHEREAS**, on April 27, 2016, City Council approved the TIF funding for the Old Dallas High School Project Area development project in an amount of \$6,240,934 along with the recommendations from UDPRP; and

**WHEREAS**, the Live Oak ramp provides redundant access to parts of the Central Business District and discourages pedestrian connectivity to Carpenter Park; and

**WHEREAS**, each of the CityMAP IH 345 Scenarios includes eliminating the Live Oak Ramp.

**Now, Therefore,**

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

**Section 1.** That the City Council supports the Live Oak Ramp removal.

**Section 2.** That the City Manager is hereby authorized to request that the Texas Department of Transportation investigate removing the Live Oak off-ramp (Exit 284B) from IH 345.

**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.

# Memorandum



CITY OF DALLAS

DATE September 5, 2017

Honorable Members of the Mobility Solutions, Infrastructure and Sustainability  
TO Committee: Lee M. Kleinman (Chair), Rickey D. Callahan (Vice-Chair), Sandy  
Greyson, Adam Medrano, Casey Thomas, II and Tennell Atkins

SUBJECT **Getting to Know the Envision® Rating System**

On Monday, September 11, 2017, you will be briefed on Getting to Know the Envision®  
Rating System. The briefing materials are attached for your review.

Please feel free to contact me if you have any questions or concerns.



Jo M. (Jody) Puckett  
Assistant City Manager (Interim)

[Attachment]

C: Honorable Mayor and Members of the City Council  
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M. Elizabeth Reich, Chief Financial Officer  
Nadia Chandler Hardy, Chief of Community Services  
Raquel Favela, Chief of Economic Development & Neighborhood Services  
Theresa O'Donnell, Chief of Resilience  
Directors and Assistant Directors





City of Dallas



# Getting to Know the Envision® Rating System

SEPTEMBER 11, 2017

MAJED AL-GHAFRY  
ASSISTANT CITY MANAGER  
TODD BUCKINGHAM  
PROJECT MANAGER, FNI

- LEED
  - Focused on Human-Occupied Buildings
  - Focused on Architecture Elements
- Envision<sup>®</sup> Rating System
  - Variety of Civil Infrastructure NOT Buildings



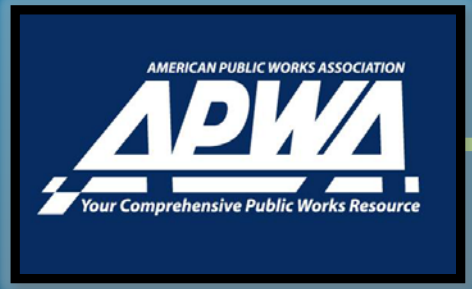
- Civil Infrastructure Rating Systems
  - Typically Rating Systems Per Sector  
(Buildings, Roadways, Site Development)
- Envision<sup>®</sup> Rating System
  - Flexible, Broad to Span Multiple Infrastructure Sectors



# ENVISION<sup>®</sup> RATING SYSTEM



## History and Organization:



2010



2011



## Project Types:

- Roadways
- Bridges
- Pipelines
- Railways
- Airports
- Pump Stations
- Dams
- Levees
- Landfills
- Parks
- Treatment Plants
- Hike and Bike Trails



Purpose:

To foster improvements in ECONOMIC, SOCIAL, and ENVIRONMENTAL aspects of projects






# MAJOR CREDIT CATEGORIES



**QUALITY OF LIFE**  
13 Credits



**LEADERSHIP**  
10 Credits



**RESOURCE ALLOCATION**  
14 Credits



**NATURAL WORLD**  
15 Credits



**CLIMATE AND RISK**  
8 Credits

# MAJOR CREDIT CATEGORIES



Addresses a project's impact on surrounding communities, from the health and wellbeing of individuals to the wellbeing of the larger social fabric as a whole.

- PURPOSE
- COMMUNITY
- WELLBEING





# MAJOR CREDIT CATEGORIES



## LEADERSHIP

10 Credits

Addresses the project team's involvement of a wide variety of people in creating ideas for the project, and understanding the long-term, holistic view of the project and its life cycle.

- COLLABORATION
- MANAGEMENT
- PLANNING





# MAJOR CREDIT CATEGORIES



## RESOURCE ALLOCATION

14 Credits

Addresses the concerns with the quantity, source, and characteristics of the project's resources and their impacts on the overall sustainability of the project.

- MATERIALS
- ENERGY
- WATER



# MAJOR CREDIT CATEGORIES



Addresses how to understand and minimize the project's negative impacts while considering ways in which the infrastructure can interact with natural systems in a synergistic, positive way.

- SITING
- LAND + WATER
- BIODIVERSITY



# MAJOR CREDIT CATEGORIES



**CLIMATE  
AND RISK**  
8 Credits

Addresses minimizing a project's emissions that may contribute to increased short and long-term risks and ensuring that infrastructure projects are resilient to short-term hazards or altered long-term future conditions.

- EMISSION
- RESILIENCE





# ENVISION<sup>®</sup> RATING SYSTEM

- 5 Major Credit Categories
- 14 Credit Subcategories
- 60 Individual Credits (5 Innovation Credits)



**QUALITY OF LIFE**  
13 Credits



**LEADERSHIP**  
10 Credits



**RESOURCE ALLOCATION**  
14 Credits



**NATURAL WORLD**  
15 Credits



**CLIMATE AND RISK**  
8 Credits

## 1 PURPOSE

- QL1.1 Improve Community Quality of Life
- QL1.2 Stimulate Sustainable Growth & Development
- QL1.3 Develop Local Skills & Capabilities

## 2 WELLBEING

- QL2.1 Enhance Public Health & Safety
- QL2.2 Minimize Noise and Vibration
- QL2.3 Minimize Light Pollution
- QL2.4 Improve Community Mobility & Access
- QL2.5 Encourage Alternative Modes of Transportation
- QL2.6 Improve Accessibility, Safety, & Wayfinding

## 3 COMMUNITY

- QL3.1 Preserve Historic & Cultural Resources
- QL3.2 Preserve Views & Local Character

## 1 COLLABORATION

- LD1.1 Provide Effective Leadership & Commitment
- LD1.2 Establish A Sustainability Management System
- LD1.3 Foster Collaboration & Teamwork
- LD1.4 Provide for Stakeholder Involvement

## 2 MANAGEMENT

- LD2.1 Pursue By-Product Synergy Opportunities
- LD2.2 Improve Infrastructure Integration

## 3 PLANNING

- LD3.1 Plan For Long-Term Monitoring & Maintenance
- LD3.2 Address Conflicting Regulations & Policies
- LD3.3 Extend Useful Life
- LD0.0 Innovate or Exceed Credit Requirements

## 1 MATERIALS

- RA1.1 Reduce Net Embodied Energy
- RA1.2 Support Sustainable Procurement Practices
- RA1.3 Use Recycled Materials
- RA1.4 Use Regional Materials
- RA1.5 Divert Waste From Landfills
- RA1.6 Reduce Excavated Materials Taken Off Site
- RA1.7 Provide For Deconstruction & Recycling

## 2 ENERGY

- RA2.1 Reduce Energy Consumption
- RA2.2 Use Renewable Energy
- RA2.3 Commission & Monitor Energy Systems

## 3 WATER

- RA3.1 Protect Fresh Water Availability

## 1 SITING

- NW1.1 Preserve Prime Habitat
- NW1.2 Protect Wetlands & Surface Water
- NW1.3 Preserve Prime Farmland
- NW1.4 Avoid Adverse Geology
- NW1.5 Preserve Floodplain Functions
- NW1.6 Avoid Unsuitable Development on Steep Slopes
- NW1.7 Preserve Greenfields

## 2 LAND+WATER

- NW2.1 Manage Stormwater
- NW2.2 Reduce Pesticide & Fertilizer Impacts
- NW2.3 Prevent Surface & Groundwater Contamination

## 3 BIODIVERSITY

- NW3.1 Preserve Species Biodiversity

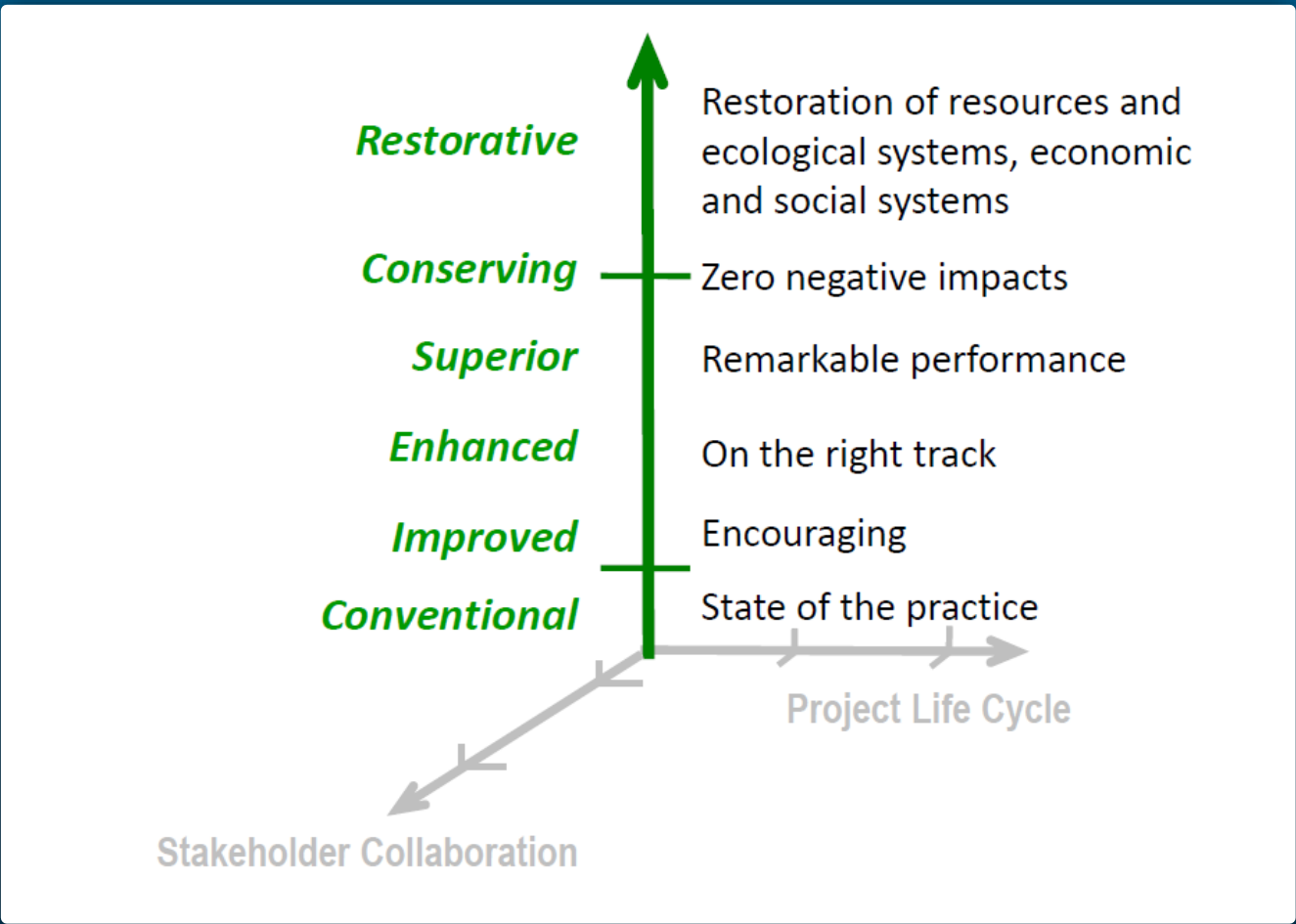
## 1 EMISSIONS

- CR1.1 Reduce Greenhouse Gas Emissions
- CR1.2 Reduce Air Pollutant Emissions

## 2 RESILIENCE

- CR2.1 Assess Climate Threat
- CR2.2 Avoid Traps & Vulnerabilities
- CR2.3 Prepare For Long-Term Adaptability
- CR2.4 Prepare For Short-Term Hazards
- CR2.5 Manage Heat Island Effects
- CR0.0 Innovate or Exceed Credit Requirements

## Envision<sup>®</sup> Levels of Achievement:



## Credentialing

- In-Person or Online Training
- Envision<sup>®</sup> Sustainability Professional
- Ability to Submit for Project Verification

## Project Verification and Award

- Verification Cost Based on Project Size

*Note: System Can Be Used Without Verification*

# ENVISION<sup>®</sup> RATING SYSTEM



Credentialing: April 25, 2017  
37 City of Dallas Employees  
Trained by Freese and Nichols, Inc.





## International Use

- 6,200+ Credentialed Professionals
- 39 Project Awards
- More Than \$32.5 Billion of Infrastructure

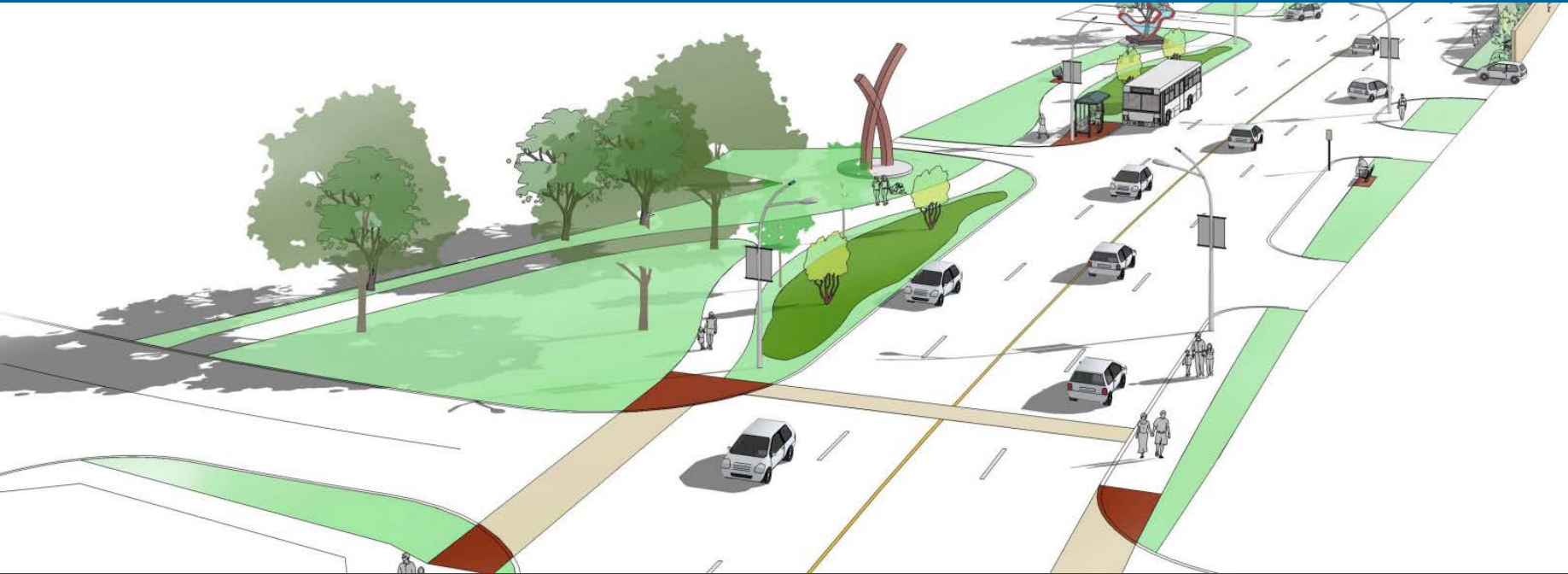


## Next Steps

- Continue to Train Project Managers
- Implement in Project Development Process



City of Dallas



# Getting to Know the Envision® Rating System

SEPTEMBER 11, 2017

MAJED AL-GHAFRY  
ASSISTANT CITY MANAGER  
TODD BUCKINGHAM  
PROJECT MANAGER, FNI

# Memorandum



CITY OF DALLAS

DATE September 5, 2017

Honorable Members of the Mobility Solutions, Infrastructure and Sustainability  
TO Committee: Lee M. Kleinman (Chair), Rickey D. Callahan (Vice-Chair), Sandy  
Greyson, Adam Medrano, Casey Thomas, II and Tennell Atkins

SUBJECT **Lowest Stemmons Project**

On Monday, September 11, 2017, you will be briefed on the Lowest Stemmons Project.  
The briefing materials are attached for your review.

Please feel free to contact me if you have any questions or concerns.

A handwritten signature in black ink, appearing to read 'Jm', written over the printed name and title of the sender.

Jo M. (Jody) Puckett  
Assistant City Manager (Interim)

[Attachment]

C: Honorable Mayor and Members of the City Council  
T.C. Broadnax, City Manager  
Larry Casto, City Attorney  
Craig D. Kinton, City Auditor  
Billerae Johnson, City Secretary (Interim)  
Daniel F. Solis, Administrative Judge  
Kimberly Bizer Tolbert, Chief of Staff to the City Manager  
Majed A. Al-Ghafry, Assistant City Manager (Interim)

Jon Fortune, Assistant City Manager  
Joey Zapata, Assistant City Manager  
M. Elizabeth Reich, Chief Financial Officer  
Nadia Chandler Hardy, Chief of Community Services  
Raquel Favela, Chief of Economic Development & Neighborhood Services  
Theresa O'Donnell, Chief of Resilience  
Directors and Assistant Directors



# LOWEST STEMMONS PROJECT

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# Lowest Stemmons Project Overview



# Lowest Stemmons Project Overview

- **Operational Improvements along I-35E**
  - Project Limits: from I-30 to Oak Lawn Avenue
  
- **Project Scope**
  - Construct 4 to 6 collector-distributor lanes
  - Rebuild southbound frontage road
  
- **Project Goals and Benefits**
  - Maximize operational improvements along I-35E by eliminating the high volume weaving movements in between Woodall Rodgers and the Dallas North Tollway
  - Increasing average speeds on select links during the morning peak congestion period from 13 mph to 50 mph

# Lowest Stemmons Project Overview

- **Project Schedule**

- Went out for bids in June 2017
- Balfour Beatty Infrastructure was the low bid contractor
- 24 months construction duration
- Anticipated construction start in fall 2017
- Anticipated construction completion by end of 2019/early 2020

- **Total Project Costs:**

- \$79 million

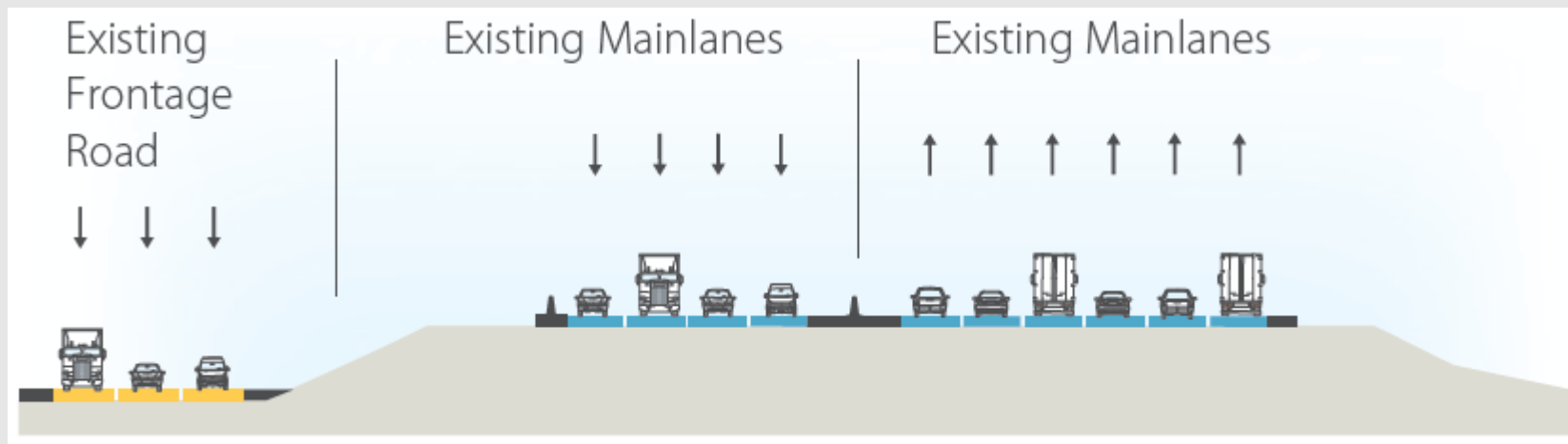
- **Project Funding:**

- \$79 million of Clear Lanes Congestion Relief funds

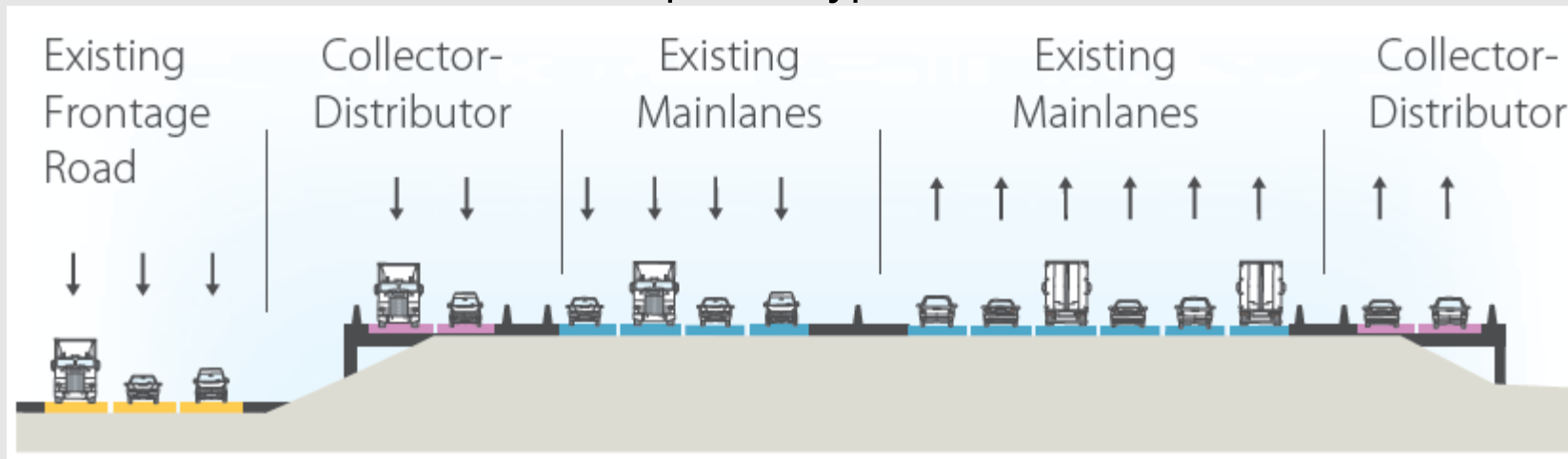


# Lowest Stemmons Project Overview

## Existing Typical Section



## Proposed Typical Section



# Lowest Stemmons- Anticipated Congestion Relief (AM Peak Hour)



# Lowest Stemmons- Anticipated Congestion Relief (PM Peak Hour)



# Questions?

**AGENDA ITEM # 2**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure & Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Aviation

**CMO:** Jody Puckett, 670-3390

**MAPSCO:** 33D H; 34A E F J K

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**SUBJECT**

Authorize **(1)** an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Relocation of the Runway 13L Glideslope and associated equipment due to the design for the Rehabilitate Taxiway B Phase II Project at Dallas Love Field; **(2)** an increase in appropriations in the Aviation Near Term Passenger Facility Charge Fund; **(3)** an increase in appropriations in the Aviation Passenger Facility Charge Fund; and **(4)** the transfer of funds from the Aviation Passenger Facility Charge Fund to the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$94,114 - Financing: Aviation Near Term Passenger Facility Charge Funds

**BACKGROUND**

The Federal Aviation Administration (FAA) will design the move of its own navigational aids due to the design to Rehabilitate Taxiway B Phase II and extend Taxiway Mike. The existing FAA equipment will need to be moved to a new location. The FAA will provide services limited to labor, travel and expenses required to perform limited technical and/or engineering support for the project.

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

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

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

On August 23, 2017, City Council acceptance of a grant from the U.S. Department of Transportation Federal Aviation Administration (FAA) (Grant No. 3-48-0062-053-2017/CFDA No. 20.106) for the federal share of the eligible capital improvement projects for the Airport Improvement Program (AIP) at Dallas Love Field to provide design for the Extension of Taxiway M Project and construction for the Runway 18-36 Conversion Project; apply for and accept future increases in the project costs when approved by both the City and the FAA; and sign and execute the grant agreement with the U.S. Department of Transportation Federal Aviation Administration, approved as to form by the City Attorney by Resolution No. 17- 1364.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Aviation Near Term Passenger Facility Charge Funds - \$94,113.86

**MAP**

Attached

# Other Transaction Agreement with FAA

FAA Navigational Aid to be moved

RWY 13L-31R



Taxiway B - Phase II

September 13, 2017

**WHEREAS**, the Federal Aviation Administration (FAA) has indicated it will provide services limited to labor, travel and expenses required to perform limited technical and/or engineering support for the project; and

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

**WHEREAS**, on August 23, 2017, City Council authorized acceptance of a grant from the U.S. Department of Transportation Federal Aviation Administration (FAA) (Grant No. 3-48-0062-053-2017/CFDA No. 20.106) for the federal share of the eligible capital improvement projects for the Airport Improvement Program (AIP) at Dallas Love Field, in an amount not to exceed \$1,617,738 of the total estimated project cost to provide design for the Extension of Taxiway M Design Project and construction for the Runway 18-36 Conversion Project; apply for and accept future increases in the project costs when approved by both the City and the FAA; and sign and execute the grant agreement with the Federal Aviation Administration for the Airport Improvement Program by Resolution No. 17- 1364; and

**WHEREAS**, it is now desirable to authorize an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Relocation of the Runway 13L Glideslope and associated equipment due to the design for the Rehabilitate Taxiway B Phase II Project at Dallas Love Field, in an amount not to exceed \$94,113.86.

**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 Other Transaction Agreement with the Federal Aviation Administration, approved as to form by the City Attorney, to provide engineering support for the Relocation of the Runway 13L Glideslope and associated equipment due to the design for the Rehabilitate Taxiway B Phase II Project at Dallas Love Field, in an amount not to exceed \$94,113.86.

**SECTION 2.** That the City Manager is hereby authorized increase appropriations in an amount not to exceed \$94,113.86 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4111.



September 13, 2017

**SECTION 3.** That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$94,113.86 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099.

**SECTION 4.** That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Relocation of the Runway 13L Glideslope in an amount not to exceed \$94,113.86. Upon the approval of PFC by the FAA for this project, the Chief Financial Officer is hereby authorized to transfer funds from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object Code 3099, in an amount not to exceed \$94,113.86, to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 5011.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$94,113.86 to be paid to FAA for the services associated with relocating the navigational aids in accordance with terms and conditions of the Other Transaction Agreement from the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4111, Program AVIW121, Encumbrance/Contract No. CX-AVI-2017-00003542, Commodity 92500, Vendor 174291

**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.

**KEY FOCUS AREA:** Public Safety  
Mobility Solutions, Infrastructure, and Sustainability  
Human and Social Needs  
Quality of Life  
Government Performance and Financial Management

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Equipment & Building Services  
Aviation  
Convention and Event Services  
Park & Recreation

**CMO:** Jody Puckett, 670-3390  
Joey Zapata, 670-3009  
Willis Winters, 670-4071

**MAPSCO:** N/A

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**SUBJECT**

Authorize the third of three, one-year renewal options, to the Job Order Services contract with **(1)** Brown & Root Industrial Services, LLC, for construction services in the amount of \$4,358,053, from \$12,202,549 to \$16,560,602; and **(2)** METCO Engineering, Inc. for mechanical, electrical and plumbing improvements in the amount of \$1,875,000, from \$5,250,000 to \$7,125,000 - Total not to exceed \$6,233,053 - Financing: Aviation Current Funds (\$2,000,000) (subject to appropriations), Convention and Event Services Capital Construction Funds (\$3,000,000), Park and Recreation Program Funds (\$500,000) and 2006 Bond Funds (\$733,053)

**BACKGROUND**

The subject contracts were competitively bid in October 2012 and the bidders provided coefficients deliver discounts when multiplied by pre-set unit prices from a uniform price book, which is periodically updated to reflect current market conditions. On June 12, 2013, the base contract for twenty-four months was authorized by Resolution No. 13-0967. On September 22, 2015, the first of three one-year renewal options to the two contractors was authorized by Resolution No. 15-1771, and on September 28, 2016, the second of three renewal options to the two contractors was authorized by Resolution No. 16-1620.

## **BACKGROUND** (continued)

The M/WBE participation for the work performed to date for Brown & Root Industrial Services, LLC is 46/61 percent, and for METCO Engineering, Inc., it is 37 percent. Job Order Contracting is an alternative contracting method that is used to provide for construction, repair, rehabilitation, and alterations at City facilities. This contracting methodology was made available to Texas municipalities effective September 1, 2001 by the Texas Local Government Code; Section 271.120 was added by Acts 2001, 77th Leg., Chapter 1409, Section 5.

The contracts allow for delivery of fixed price projects of indefinite delivery and indefinite quantity. The contract amount is buying power and makes no representation regarding the amount of work a contractor will receive.

The amount for a particular project is not encumbered until it is decided Job Order Contracting should be used and a Job Order is executed.

The Job Order Contracts allow construction services to be provided by Brown & Root Industrial Services, LLC for general construction and METCO Engineering, Inc. for mechanical, electrical, and plumbing. The contract's pre-agreed pricing establishes a known basis for costs and the coefficients (multipliers) provide a reduction in costs to the City. The City is able to have construction performed by consistent, proven, and dependable contractors. With Job Order Contracting, the contractors can respond more rapidly to urgent and unforeseen needs and assist City workforces with maintenance and major maintenance.

This action will authorize the third of three one-year renewal options to the Job Order Services contracts with **(1)** Brown & Root Industrial Services, LLC for construction services; and **(2)** METCO Engineering, Inc. for mechanical, electrical and plumbing improvements related to the job order services project.

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

On June 12, 2013, City Council authorized a twenty-four month construction service contract with Chamberlin Dallas, LLC, Kellogg Brown & Root, LLC, and METCO Engineering, Inc. by Resolution No. 13-0967.

On September 22, 2015, City Council authorized the first one-year renewal option of three to the contract with Kellogg, Brown & Root, LLC for construction services related to the job order contracting services project and METCO Engineering, Inc. for mechanical, electrical and plumbing improvements related to the job order services project by Resolution No. 15-1771.

Information about this item was provided to the Budget, Finance and Audit Committee on September 19, 2016.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSION)** (continued)

On September 28, 2016, City Council authorized the second one-year renewal option of three to the Job Order Services contract with Brown & Root Industrial Services, LLC for construction services and METCO Engineering, Inc. for mechanical, electrical and plumbing improvements by Resolution No. 16-1620.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Aviation Current Funds - \$2,000,000 (subject to appropriations)

Convention and Event Services Capital Construction Funds - \$3,000,000

Park and Recreation Program Funds - \$500,000

2006 Bond Funds - \$733,053

This action does not encumber funds. Upon approval of a job order, the funds for services are to be encumbered from project funds, operating funds of a project, or funds from the department receiving services.

**OWNERS**

**Brown & Root Industrial Services, LLC**

Rick Farrag, Vice President

**METCO Engineering, Inc.**

Barry Bagheri, President

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize the third of three, one-year renewal options, to the Job Order Services contract with **(1)** Brown & Root Industrial Services, LLC, for construction services in the amount of \$4,358,053, from \$12,202,549 to \$16,560,602; and **(2)** METCO Engineering, Inc. for mechanical, electrical and plumbing improvements in the amount of \$1,875,000, from \$5,250,000 to \$7,125,000 - Total not to exceed \$6,233,053 - Financing: Aviation Current Funds (\$2,000,000) (subject to appropriations), Convention and Event Services Capital Construction Funds (\$3,000,000), Park and Recreation Program Funds (\$500,000) and 2006 Bond Funds (\$733,053)

Brown & Root Industrial Services, LLC is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforces.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$4,358,053.00	100.00%
<b>TOTAL CONTRACT</b>	<b>\$4,358,053.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize the third of three, one-year renewal options, to the Job Order Services contract with **(1)** Brown & Root Industrial Services, LLC, for construction services in the amount of \$4,358,053, from \$12,202,549 to \$16,560,602; and **(2)** METCO Engineering, Inc. for mechanical, electrical and plumbing improvements in the amount of \$1,875,000, from \$5,250,000 to \$7,125,000 - Total not to exceed \$6,233,053 - Financing: Aviation Current Funds (\$2,000,000) (subject to appropriations), Convention and Event Services Capital Construction Funds (\$3,000,000), Park and Recreation Program Funds (\$500,000) and 2006 Bond Funds (\$733,053)

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

**PROJECT CATEGORY:** Construction

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$880,000.00	46.93%
Total non-local contracts	\$995,000.00	53.07%
<b>TOTAL CONTRACT</b>	<b>\$1,875,000.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
WBC Electrical & Telecom	BMM836879N0517	\$470,000.00	53.41%
<b>Total Minority - Local</b>		<b>\$470,000.00</b>	<b>53.41%</b>

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Axium Solar, Inc.	WFWB74102N0419	\$525,000.00	52.76%
<b>Total Minority - Non-local</b>		<b>\$525,000.00</b>	<b>52.76%</b>

**TOTAL M/WBE CONTRACT PARTICIPATION**

	<b><u>Local</u></b>	<b><u>Percent</u></b>	<b><u>Local &amp; Non-Local</u></b>	<b><u>Percent</u></b>
African American	\$470,000.00	53.41%	\$470,000.00	25.07%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$525,000.00	28.00%
	-----	-----	-----	-----
Total	\$470,000.00	53.41%	\$995,000.00	53.07%

September 13, 2017

**WHEREAS**, the State of Texas Local Government Code, Section §271.113 provides for Job Order Contracting by local municipalities; and

**WHEREAS**, Job Order Contracting is desirable and necessary to perform construction, repair, rehabilitation, and alterations at City facilities; and

**WHEREAS**, it is desirable for the Public Works Department to continue to provide Job Order Contracting construction services to its client departments; and

**WHEREAS**, on June 12, 2013, City Council authorized a twenty-four month construction services contract with three twelve-month renewal options to perform job order contracting services with Chamberlin Dallas, LLC, in the amount of \$1,500,000.00, Kellogg, Brown & Root, LLC, in the amount of \$3,486,443.00; and METCO Engineering, Inc. in the amount of \$1,500,000.00, by Resolution No. 13-0967; and

**WHEREAS**, on September 22, 2015, City Council authorized the first one-year renewal option of three, to the contract with Kellogg, Brown & Root, LLC, in the amount of \$6,500,000.00, from \$3,486,443.00 to \$9,986,443.00; and METCO Engineering, Inc., in an amount not to exceed \$1,875,000.00, from \$2,000,000.00 to \$1,500,000.00 to \$3,500,000.00, by Resolution No. 15-1771; and

**WHEREAS**, the amounts of the first one-year renewal option of three, to the Job Order Contracting services contracts, were reduced to be in compliance with Texas State Statutes and executed as follows, Kellogg, Brown & Root, LLC, in the amount of \$4,358,053.00, from \$3,486,443.00 to \$7,844,496.00; and METCO Engineering, Inc., in the amount of \$1,8975,000.00, from \$1,500,000.00 to \$3,375,000.00; and

**WHEREAS**, on September 12, 2016, Administrative Action No. 16-6629 authorized the contract assignment of the Job Order Contracting services contract with Kellogg, Brown & Root, LLC to Brown & Root Industrial Services, LLC; and

**WHEREAS**, on September 28, 2016, City Council authorized the second one-year renewal option of three, to the Job Order Services contracts with Brown & Root Industrial Services, LLC for construction services, in the amount of \$4,358,053.00, from \$7,844,496.00 to \$12,202,549.00; and METCO Engineering, Inc. for mechanical, electrical and plumbing improvements, in the amount of \$1,875,000.00, from \$3,375,000.00 to \$5,250,000.00 by Resolution No. 16-1620; and

**WHEREAS**, it is now desirable to authorize the third of three one-year renewal options to the Job Order Services contracts with **(1)** Brown & Root Industrial Services, LLC for construction services, in the amount of \$4,358,053.00, from \$12,202,549.00 to \$16,560,602.00; and **(2)** METCO Engineering, Inc. for mechanical, electrical and plumbing improvements, in the amount of \$1,875,000.00, from \$5,250,000.00 to \$7,125,000.00.



September 13, 2017

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign the third of three one-year renewal options to the Job Order Services contracts with **(1)** Brown & Root Industrial Services, LLC for construction services, in the amount of \$4,358,053, from \$12,202,549 to \$16,560,602; and **(2)** METCO Engineering, Inc. for mechanical, electrical and plumbing improvements, in the amount of \$1,875,000, from \$5,250,000 to \$7,125,000, total third renewal amount not to exceed \$6,233,053, approved as to form by the City Attorney.

**SECTION 2.** That the Director of the Equipment and Building Services Department or his designees are authorized to request services as needed with any of the contracted firms in accordance with the contract terms.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$6,233,053 in accordance with the terms and conditions of the contracts from the applicable project fund for the individual construction for which the services are being performed, subject to annual appropriation of funding as follows:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>
0130	AVI	Various	Various	\$2,000,000.00
0082	CCT	Various	Various	\$3,000,000.00
2T33	EBS	Various	Various	\$ 366,526.50
2T42	EBS	Various	Various	\$ 366,526.50
0395	PKR	Various	Various	\$ 500,000.00

**SECTION 4.** That each contract shall provide for termination by the City Manager, without liability, in the event of non-appropriation of funding available for these contracts by the City Council.

**SECTION 5.** That the contract with Brown & Root Industrial Services LLC, Vendor VC15293, be designated as Contract No. EBS-2017-00003184. That the contract with METCO Engineering, Inc., Vendor VS0000025965, be designated as Contract No. EBS-2017-00003185.

**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 # 33**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Mobility and Street Services

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 43T X

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**SUBJECT**

Authorize **(1)** an agreement with Southwestern Bell Telephone Company, d/b/a AT&T to provide cost reimbursement for material and labor cost incurred by the City of Dallas for construction and installation of an underground conduit-duct bank (Installations) beginning from the South Frontage Road of Interstate Highway 30 and following Colorado Boulevard southward in the City and County of Dallas, concurrent with and during the City's construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension Project, **(2)** transfer ownership of the Installations to AT&T; **(3)** an increase of appropriations in an amount not to exceed \$166,600 in the Capital Projects Reimbursement Fund; and **(4)** the receipt and deposit of funds from AT&T in an amount not to exceed \$166,600 in the Capital Projects Reimbursement Fund - Not to exceed \$166,600 - Financing: Capital Projects Reimbursement Funds

**BACKGROUND**

On June 25, 2014, City Council authorized a contract with North Texas Contracting, Inc. for construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension Project by Resolution No. 14-1018.

AT&T desired to install an underground conduit-duct bank beginning from South Frontage Road of Interstate Highway 30 and following Colorado Boulevard southward in the City and County of Dallas, concurrent with and during the City's Project construction of street improvements in the same area.

The City and AT&T contemplated the installation of underground conduit-duct banks during the construction phase of the street pavement of the Colorado Boulevard Extension Project to prevent tearing up any completed pavement in order to accommodate the conduit-bank installation. The City and AT&T acknowledge and agree that in order to expedite the City's Project, AT&T was inadvertently omitted in the Project, and in order to prevent the omission from unnecessarily delaying the construction of the Project, the City proceeded to construct the underground conduit-duct banks.

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

On June 25, 2014, the City Council authorized a contract with North Texas Contracting, Inc. for the construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension Project by Resolution No. 14-1018.

On January 28, 2015, City Council authorized Change Order No. 1 with North Texas Contracting, Inc. for construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension from Interstate Highway 30 eastbound service road to Westmoreland Road to add new pay items and increase the quantity of some of the existing pay items related to grading, earthwork, drainage and utility infrastructure necessary to complete the project by Resolution No. 15-0173.

On January 27, 2016, City Council authorized Change Order No. 2 with North Texas Contracting, Inc. for removal of unsuitable subgrade material discovered during excavation and replacing the void with select fill material, pavement marking modifications and to provide necessary slope stabilization measures to prevent erosion along the Colorado Boulevard extension from Interstate Highway 30 eastbound service road to Westmoreland Road by Resolution No. 16-0179.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on September 11, 2017.

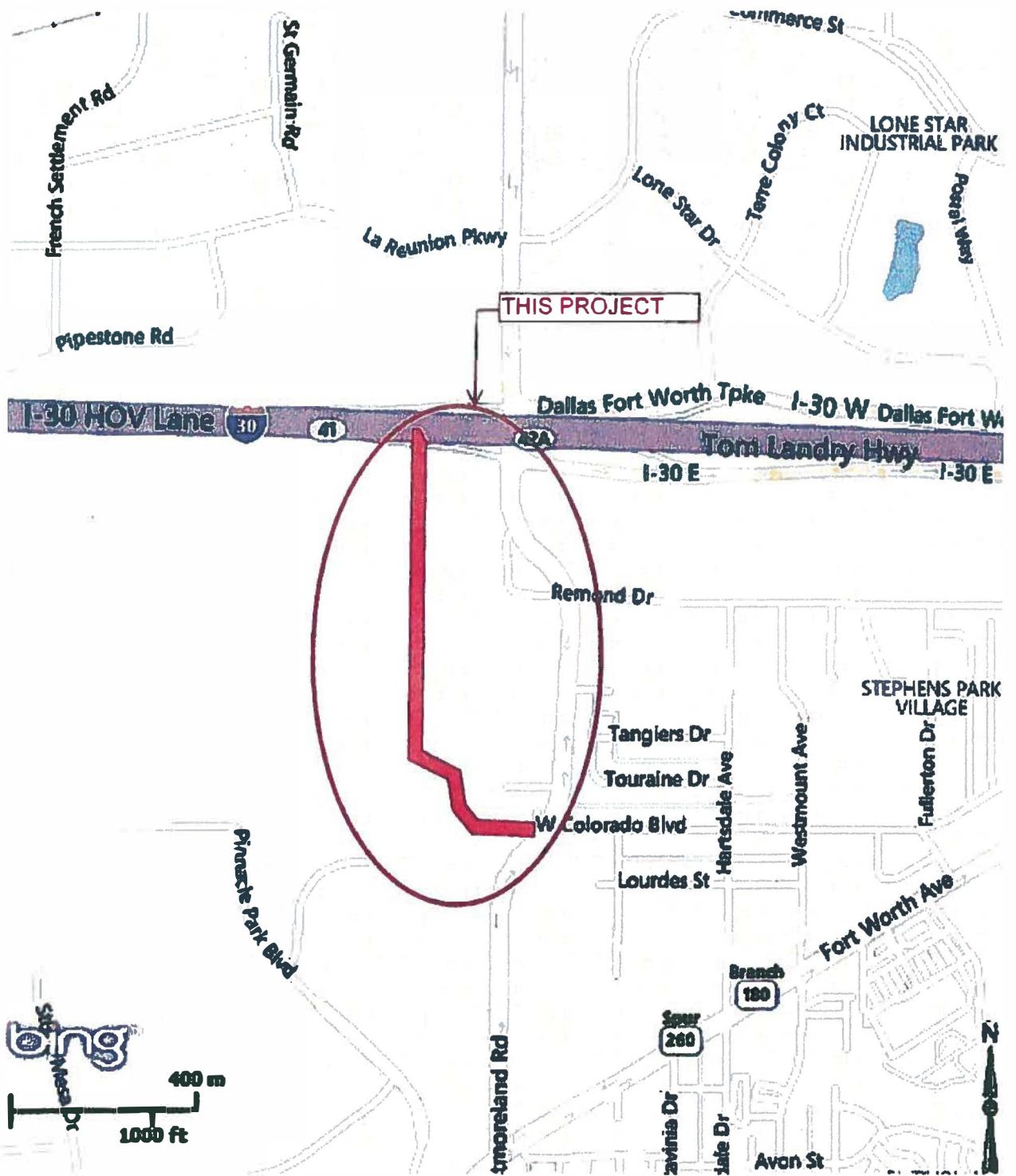
## **FISCAL INFORMATION**

Capital Projects Reimbursement Funds - \$166,600

## **MAP**

Attached

# COLORADO BOULEVARD EXTENSION FROM IH 30 EASTBOUND SERVICE ROAD TO WESTMORELAND ROAD



MAPSCO 43T & X

September 13, 2017

**WHEREAS**, on June 25, 2014, City Council authorized a contract with North Texas Contracting, Inc. for the construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension Project by Resolution No. 14-1018; and

**WHEREAS**, on January 28, 2015, City Council authorized Change Order No. 1 with North Texas Contracting, Inc. for construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension from Interstate Highway 30 eastbound service road to Westmoreland Road to add new pay items and increase the quantity of some of the existing pay items related to grading, earthwork, drainage and utility infrastructure necessary to complete the project by Resolution No. 15-0173; and

**WHEREAS**, on January 27, 2016, City Council authorized Change Order No. 2 for removal of unsuitable subgrade material discovered during excavation and replacing the void with select fill material, pavement marking modifications and to provide necessary slope stabilization measures to prevent erosion by Resolution No. 16-0179; and

**WHEREAS**, on October 14, 2016, Administrative Action No. 16-0935 authorized Change Order No. 3 to increase contract amount by \$49,900 to install underdrains to facilitate drainage from tree wells to promote healthy growth; and

**WHEREAS**, AT&T will provide reimbursement to the City of Dallas for material and labor costs incurred for construction and installation of an underground duct-bank ("Company Installations") beginning from the South Frontage road of Interstate 30 and following Colorado Boulevard southward in the City and County of Dallas, concurrent with and during the City's construction of utilities, roadway and streetscape improvements for the Colorado Boulevard Extension Project; and

**WHEREAS**, the City of Dallas will transfer ownership of the Company Installations to AT&T; and

**WHEREAS**, AT&T will reimburse 100 percent of labor and material cost, in an amount not to exceed \$166,600; and

**WHEREAS**, the City of Dallas desires to enter into an agreement with AT&T to receive cost reimbursement for material and labor costs incurred for construction and installation of an underground duct-bank ("Company Installations").

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign an agreement with AT&T, approved as to form by the City Attorney. The agreement remains effective as long as the project is incomplete or unless terminated or modified.

September 13, 2017

**SECTION 2.** That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund, Fund 0556, Department ECO, Unit S801, Object 3099, in an amount no to exceed \$166,600.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds from AT&T in an amount not to exceed \$166,600 in Fund 0556, Department ECO, Unit S801, Revenue Code 8492.

**SECTION 4.** That this contract is designated as Contract No. ECO-2017-00003682.

**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.

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 2, 7

**DEPARTMENT:** Mobility and Street Services

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 47 J N

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**SUBJECT**

Authorize **(1)** Supplemental Agreement No. 1 to the professional services contract with Bridgefarmer & Associates, Inc. to provide additional engineering services for the Dolphin Road Project from Spring Avenue to north of Haskell Avenue Project; **(2)** an increase in appropriations in an amount not to exceed \$76,965 in the Capital Projects Reimbursement Fund; and **(3)** the receipt and deposit of funds from the Texas Department of Transportation in an amount not to exceed \$76,965 in the Capital Projects Reimbursement Fund - Total not to exceed \$157,738 - Financing: 2006 Bond Funds (\$62,651), Capital Projects Reimbursement Funds (\$76,965), and Water Utilities Capital Construction Funds (\$18,122)

**BACKGROUND**

Dolphin Road from Spring Avenue to north of Haskell Avenue is a partnership project between the City of Dallas and The Texas Department of Transportation (TxDOT) for the design and construction of paving and drainage improvements. The design for the Dolphin Road Project began in November 2015. The City is the lead agency responsible for schematic, environmental, right-of-way acquisition, design, and construction of the project. This action will authorize a supplemental agreement to the professional services contract with Bridgefarmer & Associates, Inc. for additional engineering services for the Dolphin Road Project.

Currently Dolphin Road between Spring Avenue and Haskell Avenue is a four-lane undivided concrete roadway. The proposed project will reconstruct the existing roadway to a four-lane divided concrete roadway with sidewalks, street lighting, drainage, strategic median openings, three mid-block crosswalks, and water and wastewater main improvements. A community meeting was conducted in March 2017 where the proposed project scope was presented. As a result of this meeting, the project scope was modified to include landscaping and pedestrian safety improvements that entail pedestrian lighting and a pedestrian signal at one of the proposed mid-block crossings.

**BACKGROUND** (continued)

This supplemental agreement will include additional design modifications and environmental document updates to accommodate these changes and include a design to replace an additional portion of an 8-inch water main and wastewater main. The design is currently 30 percent complete and is estimated to be completed by February 2018.

The total estimated project cost including environmental, right-of-way, design, and construction is estimated at \$6,712,796.00 of which \$3,755,560.00 is to be funded with federal funds, \$654,563.00 is to be funded by Dallas Water Utilities, \$269,461.00 is to be funded by TxDOT, and \$2,033,212.00 is to be funded by the City of Dallas. The City's funding for design, construction, and right-of-way was approved in the 1995 and 1998 Bond Programs. Future council actions will be required to authorize right-of-way acquisitions and a construction contract.

**ESTIMATED SCHEDULE OF PROJECT**

Began Design	November 2015
Complete Design	February 2018
Begin ROW Acquisition	November 2017
Complete ROW Acquisition	November 2018
Begin Construction	December 2018
Complete Construction	May 2020

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

On January 8, 1997, City Council authorized an Interlocal Agreement between City of Dallas and the Texas Department of Transportation for the design and construction of paving improvements to Hatcher Street from Haskell Avenue to Spring Avenue by Resolution No. 97-0098.

On August 22, 2007, City Council authorized an additional payment to the Texas Department of Transportation for the City's share of design costs for paving and drainage improvements on Hatcher Street from Haskell Avenue to Spring Avenue by Resolution No. 07-2398.

On June 19, 2013, City Council authorized an additional payment to the Texas Department of Transportation for the City's share of the preliminary engineering costs for improvements on Hatcher Street from Haskell Avenue to Spring Avenue by Resolution No. 13-1038.



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

On May 27, 2015, City Council authorized the termination of the existing Interlocal Agreement with the Texas Department of Transportation and authorized Local Transportation Project Advance Funding Agreement between the City of Dallas and the Texas Department of Transportation for the for the design and construction of paving improvements to Dolphin Road on Hatcher Street from Haskell Avenue to Spring Avenue by Resolution No. 15-0965.

The Transportation and Trinity River Project Committee was briefed on this item on August 24, 2015.

On August 26, 2015, City Council authorized a professional services contract with Bridgefarmer & Associates, Inc. for the design of the Dolphin Road (Hatcher Street) from Spring Avenue to north of Haskell Avenue by Resolution No. 15-1556.

The Mobility Solutions, Infrastructure and Sustainability Committee will be briefed regarding this matter on September 11, 2017.

**FISCAL INFORMATION**

2006 Bond Funds - \$62,651.20

Capital Projects Reimbursement Fund - \$76,964.80

Water Utilities Capital Construction Funds - \$18,122.00

Design/Engineering /Environmental	\$ 398,377.00
Supplemental Agreement #1	\$ 157,738.00 (this action)
Amount Expended Prior to May 2015	\$ 217,829.00
ROW	\$ 995,000.00
Construction	\$ 4,661,185.00
TxDOT Engineering Review (100% City)	\$ 144,667.00
Construction E&C (100% City)	<u>\$ 138,000.00</u>
 Total Project Costs	 \$ 6,712,796.00

**Project Share Cost**

City's Share of Cost	\$ 2,033,212.00
Federal Share of Cost	\$ 3,755,560.00
DWU Share of Cost	\$ 654,563.00
TxDOT Share of Cost	\$ 269,461.00

<b><u>Council District</u></b>	<b><u>Amount</u></b>
2	\$ 6,309.52
7	<u>\$151,428.48</u>
Total	\$157,738.00

**M/WBE INFORMATION**

See attached.

**OWNER**

**Bridgefarmer & Associates, Inc.**

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

**MAP**

Attached

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize **(1)** Supplemental Agreement No. 1 to the professional services contract with Bridgefarmer & Associates, Inc. to provide additional engineering services for the Dolphin Road Project from Spring Avenue to north of Haskell Avenue Project; **(2)** an increase in appropriations in an amount not to exceed \$76,965 in the Capital Projects Reimbursement Fund; and **(3)** the receipt and deposit of funds from the Texas Department of Transportation in an amount not to exceed \$76,965 in the Capital Projects Reimbursement Fund - Total not to exceed \$157,738 - Financing: 2006 Bond Funds (\$62,651), Capital Projects Reimbursement Funds (\$76,965), and Water Utilities Capital Construction Funds (\$18,122)

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

**PROJECT CATEGORY:** Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$157,038.00	99.56%
Non-local contracts	\$700.00	0.44%
<b>TOTAL CONTRACT</b>	<b>\$157,738.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Pacheco Koch Consulting Engineers, Inc.	HMMB25567Y0917	\$1,500.00	0.96%
ARS Engineers, Inc.	IMDB06475Y0817	\$5,550.00	3.53%
Caye Cook & Associates	WFWB56133Y0618	\$43,950.00	27.99%
<b>Total Minority - Local</b>		<b>\$51,000.00</b>	<b>32.48%</b>

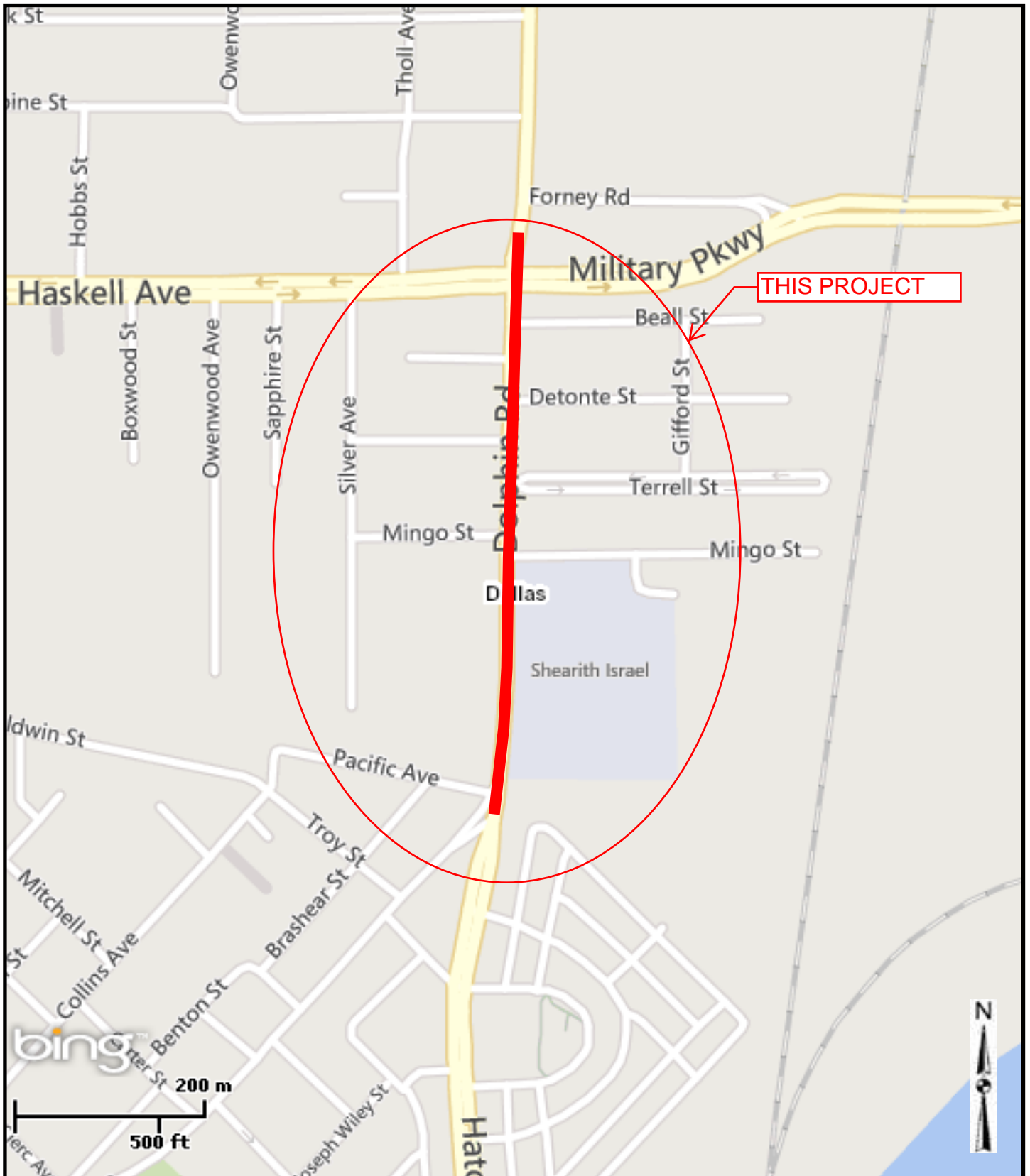
#### Non-Local Contractors / Sub-Contractors

None

**TOTAL M/WBE PARTICIPATION**

	<b>This Action</b>		<b>Participation to Date</b>	
	<b><u>Amount</u></b>	<b><u>Percent</u></b>	<b><u>Amount</u></b>	<b><u>Percent</u></b>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$1,500.00	0.95%	\$73,145.00	13.15%
Asian American	\$5,550.00	3.52%	\$63,460.00	11.41%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$43,950.00	27.86%	\$43,950.00	7.90%
Total	<u>\$51,000.00</u>	<u>32.33%</u>	<u>\$180,555.00</u>	<u>32.47%</u>

# STREET RECONSTRUCTION DOLPHIN RD. FROM SPRING AVE. TO N. HASKELL AVE.



MAPSCO 47J & 47N

September 13, 2017

**WHEREAS**, Hatcher Street from Spring Avenue to Haskell Avenue was nominated as a candidate project in the Surface Transportation Program - Metropolitan Mobility, provided for by the Intermodal Surface Transportation Efficiency Act; and

**WHEREAS**, on January 8, 1997, City Council authorized an Interlocal Agreement between City of Dallas and the Texas Department of Transportation for design and construction of paving and improvements to Hatcher Street from Haskell Avenue to Spring Avenue, in an amount not to exceed \$22,829.00, by Resolution No. 97-0098; and

**WHEREAS**, on August 22, 2007, City Council authorized an additional payment to the Texas Department of Transportation for the City's share of design costs for paving and drainage improvements Hatcher Street from Haskell Avenue to Spring Avenue, in an amount not to exceed \$120,000.00, by Resolution No. 07-2398; and

**WHEREAS**, on June 19, 2013, City Council authorized an additional payment to the Texas Department of Transportation for the City's share of the preliminary engineering costs for improvements on Hatcher Street from Haskell Avenue to Spring Avenue, in an amount not to exceed \$75,000.00 by Resolution No. 13-1038; and

**WHEREAS**, in order to expedite this project and better coordinate with the neighborhood, the City of Dallas desired to take over the responsibility to administer the design, right-of-way acquisition, and construction of the Dolphin Road (Hatcher Street) from Spring Avenue to north of Haskell Avenue project; and

**WHEREAS**, the Texas Department of Transportation (TxDOT) informed the City that a new agreement was necessary because the existing agreement that was executed on January 8, 1997 was outdated; therefore, the existing agreement was voided in its entirety and replaced with a new agreement to include current federal and state provisions; and

**WHEREAS**, on May 27, 2015, City Council authorized the termination of the existing Interlocal Agreement with the Texas Department of Transportation and authorized a Local Transportation Project Advance funding Agreement between the City of Dallas and the Texas Department of transportation for the design and construction of paving improvements to Dolphin Road (Hatcher Street) from Spring Avenue to North of Haskell Avenue, in an amount not to exceed \$144,667.00, by Resolution No. 15-0965; and

**WHEREAS**, on August 26, 2015, City Council authorized a professional services contract with Bridgefarmer & Associates, Inc. for the design of Dolphin Road (Hatcher Street) from Spring Avenue to north of Haskell Avenue, in an amount not to exceed \$398,377.00, by Resolution No. 15-1556; and

September 13, 2017

**WHEREAS**, as a result of the community meeting held in March 2017, additional design, modifications, and environmental document updates are needed to accommodate the additional improvements desired by the community, which include a HAWK signal, landscaping, and pedestrian lighting as well as an additional 8-inch water main and wastewater main; and

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 1 to the professional services contract with Bridgefarmer & Associates, Inc. to provide additional engineering services for the Dolphin Road (Hatcher Street) from Spring Avenue to north of Haskell Avenue project in an amount not to exceed \$157,738.00, increasing the contract amount from \$398,777.00 to \$556,115.00.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign a professional services contract with Bridgefarmer & Associates, Inc., approved as to form by the City Attorney, for additional engineering services for the Dolphin Road (Hatcher Street) from Spring Avenue to north of Haskell Avenue Project, in an amount not to exceed \$157,738.00.

**SECTION 2.** That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$76,964.80 in the Capital Projects Reimbursement Fund, Fund 0556, Department STS, Unit L194, Object 4111.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed \$76,964.80 from TxDOT in Fund 0556, Department STS, Unit L194, Revenue Code 6526.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$157,738.00 to Bridgefarmer & Associates, Inc., as follows:

Street and Transportation Improvements Fund Fund 2T22, Department STS, Unit N073 Activity THRG, Object 4111, Program PB98N073 Encumbrance CT-PBW95L194L1, Vendor 148766	\$ 62,651.20
Capital Projects Reimbursement Fund Fund 0556, Department STS, Unit L194 Act. THRG, Object 4111, Program PB95L194 Encumbrance CT-PBW95L194L1, Vendor 148766	\$ 76,964.80

September 13, 2017

**SECTION 4.** (continued)

Water Construction Fund	
Fund 0102, Department DWU, Unit CW42	
Object 4111, Program 715389	
Encumbrance CT-PBW715389EN, Vendor 148766	\$ 11,054.42
Wastewater Construction Fund	
Fund 0103, Department DWU, Unit CS42	
Object 4111, Program 715390	
Encumbrance CT-PBW715390EN, Vendor 148766	<u>\$ 7,067.58</u>
Total amount not to exceed	\$157,738.00

**SECTION 5.** That this contract is designated as Contract No. STS-2017-00002474.

**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 # 50**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Sustainable Development and Construction  
Equipment & Building Services

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

**MAPSCO:** 55H

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**SUBJECT**

Authorize moving expense and rental assistance payments for Miguel Velo and Miriam Velo as a result of an official written offer of just compensation to purchase real property at 902 LaSalle Drive for the Cadillac Heights Phase II Project - Not to exceed \$10,474 - Financing: General Obligation Commercial Paper Funds

**BACKGROUND**

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas provides moving expense and rental assistance payments for individuals displaced by the City of Dallas in conjunction with its real property acquisition activities.

On June 9, 2010, City Council authorized the acquisition of real property known as 902 LaSalle Drive for the Cadillac Heights Phase II by Resolution No. 10-1497.

Miguel Velo and Miriam Velo will be displaced as a direct result of this property acquisition. They qualify for a moving expense payment of up to \$2,200 and a last resort calculated rental assistance payment of up to \$8,274 pursuant to the Dallas City Code and will use the rental assistance payment to rent a replacement dwelling.

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

On June 9, 2010, the City Council authorized the acquisition by Resolution No. 10-1497.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

2006 Bond Program (General Obligation Commercial Paper Funds) - \$10,474

**TENANTS**

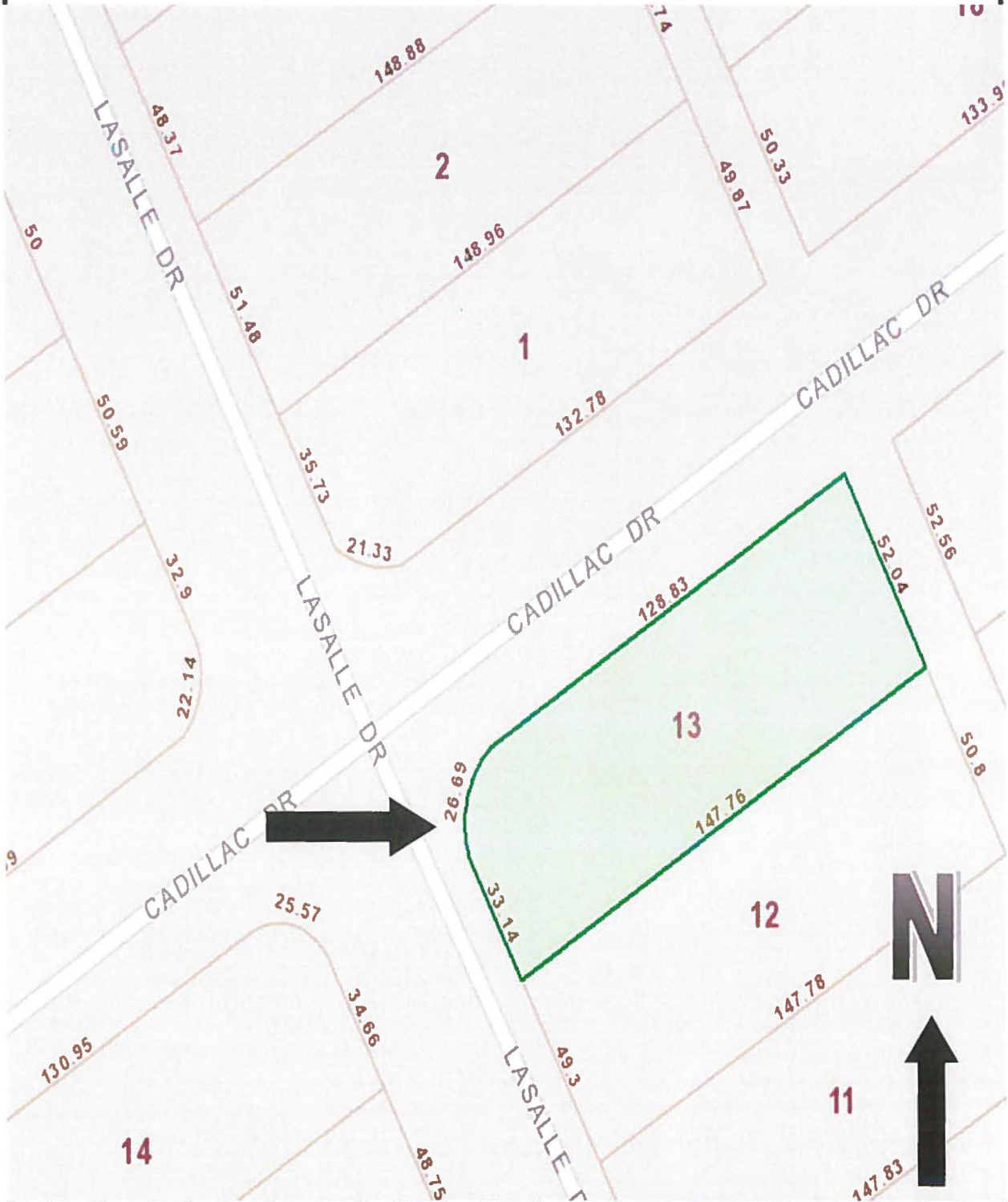
Miguel Velo

Miriam Velo

**MAP**

Attached

# CADILLAC HEIGHTS PHASE II PROJECT



Lot 13, Block 3/6641– 902 LaSalle Drive

September 13, 2017

**WHEREAS**, on November 7, 2006, Dallas voters approved the use of General Obligation Bonds to acquire property for City service and maintenance facilities; and

**WHEREAS**, Miguel Velo and Miriam Velo will be displaced as a direct result of this property acquisition and will vacate the property; and

**WHEREAS**, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas provides moving expense and rental assistance payments for individuals displaced by City of Dallas property acquisition activities; and

**WHEREAS**, on June 9, 2010, City Council authorized the acquisition of 902 LaSalle Drive located in the Cadillac Heights neighborhood, to be used in conjunction with the construction of City service and maintenance facilities by Resolution No. 10-1497.

**Now, Therefore,**

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

**SECTION 1.** That Miguel Velo and Miriam Velo will be displaced in conjunction with the construction of City service and maintenance facilities and are entitled to moving expense and rental assistance payments pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas.

**SECTION 2.** That Miguel Velo and Miriam Velo are eligible to receive a moving expense payment in an amount up to \$2,200 and a rental assistance payment in an amount up to \$8,274.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to draw warrants in favor of Miguel Velo and Miriam Velo, in an amount not to exceed \$10,474 for moving expense and rental assistance payments.

These warrants are to be paid as follows:

Land Acquisition in Cadillac Heights Fund  
Fund 4T11, Department EBS, Unit T825  
Object 4230, Activity LAAQ, Program PB06T825  
Encumbrance/Contract No. CX-EBS-2017-00002867-1  
Vendor VC17156

\$ 8,274

September 13, 2017

**SECTION 3.** (continued)

Land Acquisition in Cadillac Heights Fund	
Fund 4T11, Department EBS, Unit T825	
Object 4230, Activity LAAQ, Program PB06T825	
Encumbrance/Contract No. CX-EBS-2017-00002867	
Vendor VC17156	<u>\$ 2,200</u>
 Total amount not to exceed	 \$ 10,474

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

**AGENDA ITEM # 51**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 42P

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**SUBJECT**

A resolution declaring approximately 2,052 square feet of undevelopable land unwanted and unneeded, located near the intersection of Singleton Boulevard and Jim Street, and authorizing its sale to Kulsoom Ahmed, the abutting owner – Revenue: \$5,130

**BACKGROUND**

This item will declare approximately 2,052 square feet of undevelopable land unwanted and unneeded, located near the intersection of Singleton Boulevard and Jim Street, and authorizing its sale to Kulsoom Ahmed, the abutting owner. The land cannot be used independently under the current zoning or under applicable subdivision or other development control ordinances, and should be sold only to the abutting owner.

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

The purchase price is based on Dallas Central Appraisal District value. This property will return to the tax rolls upon conveyance.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$5,130

**OWNER**

Kulsoom Ahmed

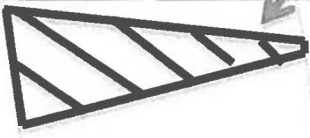
**MAP**

Attached

SINGLETON BLVD

SINGLETON BLVD

5810 Singleton Blvd



JIM ST

MIKE ST

JIM ST

MIKE ST

-TINEZ T

BLOCK: F/7172

SURPLUS PROPERTY: 5810 SINGLETON BLVD





September 13, 2017

**WHEREAS**, the City of Dallas is the owner of a tract of land containing approximately 2,052 square feet of land, Block F/7172, Dallas County, Texas, (the "Property"); and being more fully described in Exhibit "A" attached hereto and made a part of hereof for all purposes, which is no longer needed for municipal use; and

**WHEREAS**, the tract is a narrow strip of land, that because of its shape, lack of access to public roads, and small area, cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, and may be sold without public bid to the abutting owner; and

**WHEREAS**, Kulsoom Ahmed, the abutting property owner, proposes to purchase said property at fair market value.

**Now, Therefore,**

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

**SECTION 1.** That upon receipt of **FIVE THOUSAND ONE HUNDRED THIRTY AND NO/100 (\$5,130.00) DOLLARS** from Kulsoom Ahmed, the City Manager or designee is authorized to execute a Deed Without Warranty, to be attested by the City Secretary upon approval as to form by the City Attorney for approximately 2,052 square feet of land at 5810 Singleton Boulevard, Block F/7172, Dallas County, Texas and located near the intersection of Singleton Boulevard and Jim Street. The Deed Without Warranty is subject to the conditions contained in Section 2.

**SECTION 2.** That the Deed Without Warranty shall provide that the conveyance to Kulsoom Ahmed ("**GRANTEE**") is subject to the following:

- (a) a restriction prohibiting the placement of industrialized housing on the property; and
- (b) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals; and
- (c) any visible and apparent easements and any encroachments whether of record or not; and
- (d) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases or other instruments of record and applicable to the property or any part thereof; and

September 13, 2017

**SECTION 2.** (continued)

- (e) to the maximum extent allowed by law, (i) **GRANTEE** is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) **GRANTOR** disclaims responsibility as to the accuracy or completeness of any information relating to the Property; (iii) **GRANTEE** assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders; and (iv) **GRANTOR** expressly disclaims and **GRANTEE** expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property; and
- (f) **GRANTOR** makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which **GRANTEE** may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose or purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls,

September 13, 2017

**SECTION 2.** (continued)

(h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations; and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder; and

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

**SECTION 3.** That the sale proceeds shall be deposited into the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction, Real Estate Division shall be reimbursed for the cost of obtaining legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object Code 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8118.

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

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

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

**SECTION 7.** That this contract is designated as Contract No. DEV-2017-00002788.

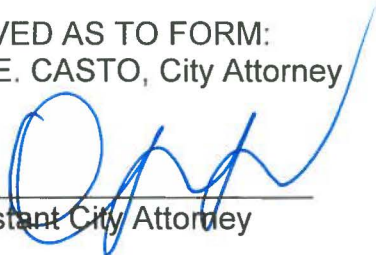
September 13, 2017

**SECTION 8.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

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

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

Assistant City Attorney

A handwritten signature in blue ink, appearing to be "Ow", is written over a horizontal line. The signature is fluid and cursive.

# Exhibit A

## Field Notes Describing a 2,052 Square Foot, Or 0.047 Acre Tract of Land In Block F/7172

Being a 2,052 Square Foot (0.047 Acre) tract of land situated in the David R. Cameron Survey, Abstract No. 296, in the City of Dallas, Dallas County, Texas, lying in Block F (F/7172, official City of Dallas Block Numbers) of the Joe A. Irwin Addition No. 6-A, an addition to the City of Dallas Recorded in Volume 11, Page 291 of the Map Records of Dallas County, Texas, and being a portion of the property conveyed to the City of Dallas by deed recorded in Volume Number 77114, Page 1657 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a one-inch diameter iron pipe found in the East line of Jim Street (a fifty-foot wide Right-of-Way) at the Southwest corner of Lot 8 of said Block F/7172, being also the Northwest corner of Lot 7 of said block:

**THENCE** North  $11^{\circ}33'38''$  West with the said East line of Jim Street, being also the West line of said Lot 8, a distance of 24.15 feet to a 5/8-inch dia. iron rod with cap marked "CITY OF DALLAS" (hereinafter referred to as a "5/8" I.R. w/COD cap") set at the Southwest end of a corner cut-off line:

**THENCE** North  $45^{\circ}06'33''$  West with said corner cut-off line a distance of 11.56 feet to a 5/8" I.R. w/COD cap set at the intersection with the South line of Singleton Boulevard (a variable width Right-of-Way) at the non-tangent beginning of a Curve to the Left:

**THENCE** Southeasterly along said South line of Singleton Boulevard and said Curve to the Left, having a Radius of 6,240.07 feet, a Central Angle of  $1^{\circ}02'41''$ , and Arc Length of 113.79 feet and a Chord which bears South  $87^{\circ}30'05''$  East a distance of 113.79 feet to a 5/8" I.R. w/COD cap set at the intersection with the East line of said Lot 8, being also the West line of Lot 15 of said Block F/7172 and the Northeast corner of the herein described tract of land:

**THENCE** South  $11^{\circ}40'20''$  East along the common line between said Lots 8 and 15 a distance of 2.30 feet to a 5/8" I.R. w/COD cap set at the common corner with said Lot 7 of Block F/7172 and the Southeast corner of the herein described tract of land:

**THENCE** South  $78^{\circ}10'16''$  West with the common line between said Lots 7 and 8 a distance of 120.05 feet to the POINT OF BEGINNING, containing 2,052 Square Feet, or 0.047 Acres of land.

**BASIS OF BEARINGS:** Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

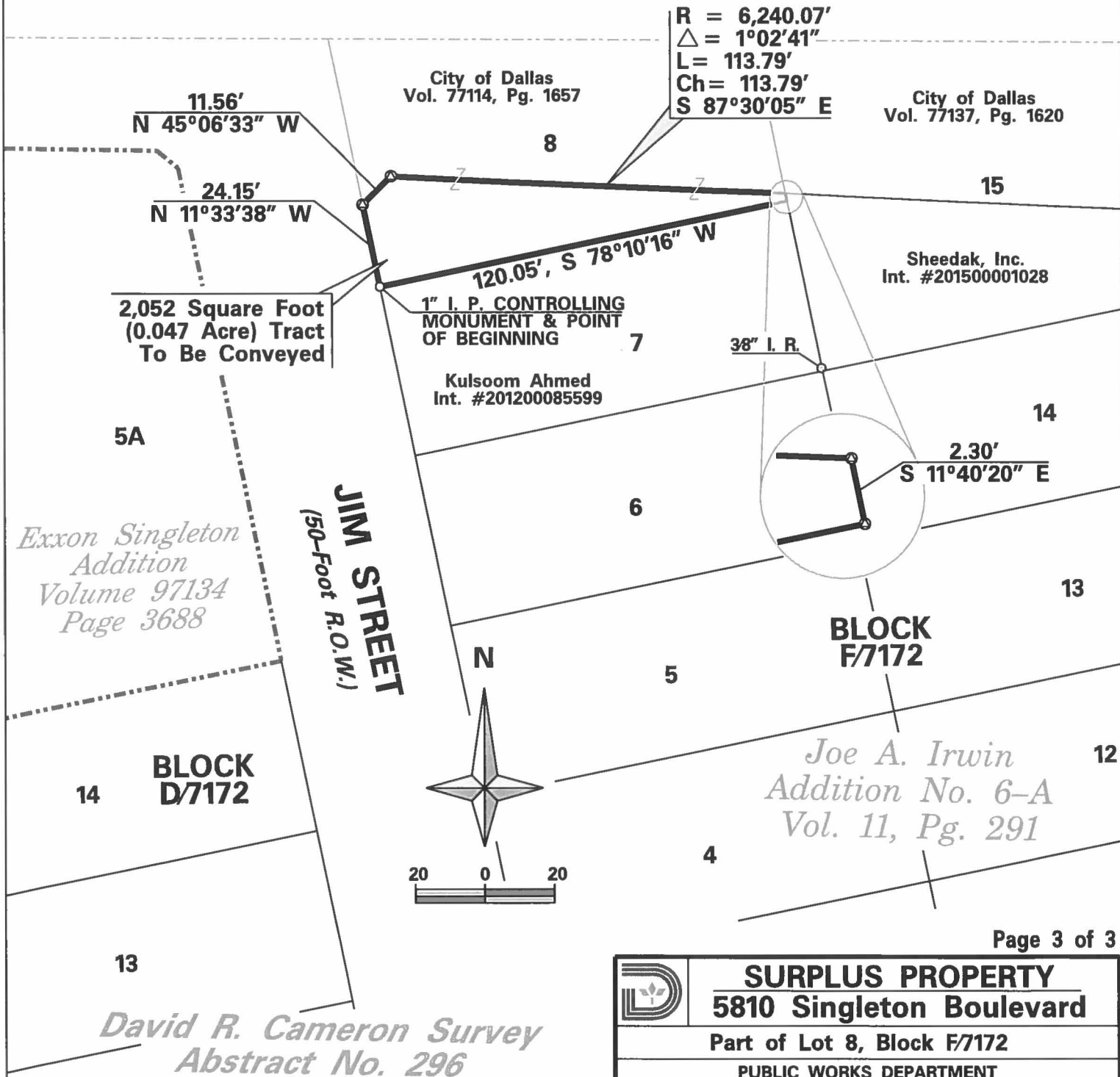
*Scott Holt*

2-13-2017



# Exhibit A

## SINGLETON BLVD. (Variable Width R.O.W.)



<b>SURPLUS PROPERTY</b>			
<b>5810 Singleton Boulevard</b>			
Part of Lot 8, Block F/7172			
PUBLIC WORKS DEPARTMENT			
SURVEY DIVISION CITY OF DALLAS, TEXAS			
OPER.NAME	DESIGN FILE NAME	SCALE	DATE
Holt	N:\ENGR\SURVEY\HOLT\Singleton\5810.dgn	As Noted	2-14-17
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
Prunty	Holt	Block 7172	041D-82

⊙ Indicates a 5/8" Iron Rod wCOD Cap.

**BASIS OF BEARINGS:** Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

**AGENDA ITEM # 52**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Sustainable Development and Construction  
Housing & Neighborhood Revitalization

**CMO:** Majed Al-Ghafry, 670-3302  
Raquel Favela, 670-3309

**MAPSCO:** 39Y

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**SUBJECT**

Authorize an amendment to an existing lease agreement with TSI Group, LLC to extend the lease agreement for an additional twenty-two months for approximately 5,015 square feet of office space located at 3218 Highway 67 (Interstate 30), Mesquite, Texas to be used as a Women, Infants and Children Clinic for the period October 1, 2017 through July 31, 2019 - Not to exceed \$147,107 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds (subject to annual appropriations)

**BACKGROUND**

This item authorizes an amendment to an existing lease agreement with TSI Group, LLC to extend the lease agreement for an additional twenty-two months for approximately 5,015 square feet of office space located at 3218 Highway 67 (Interstate 30), Mesquite, Texas. The twenty-two month extension will provide for the continued use of a Women, Infants and Children (WIC) Clinic to serve the residents in the Mesquite area. The WIC Clinic is currently occupying the space on a month-to-month tenancy, pursuant to holdover provisions in the existing lease agreement.

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

The twenty-two month extension will begin on October 1, 2017 through July 31, 2019.

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

On June 8, 2005, City Council authorized a seven-year Lease Agreement, by Resolution No. 05-1735.

On June 27, 2012, City Council authorized an Amendment to the Lease Agreement for a five-year extension by Resolution No. 12-1654.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Texas Health and Human Services-Health and Human Services Commission Grant Funds - \$147,106.74 (subject to annual appropriations)

**OWNER**

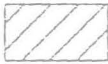
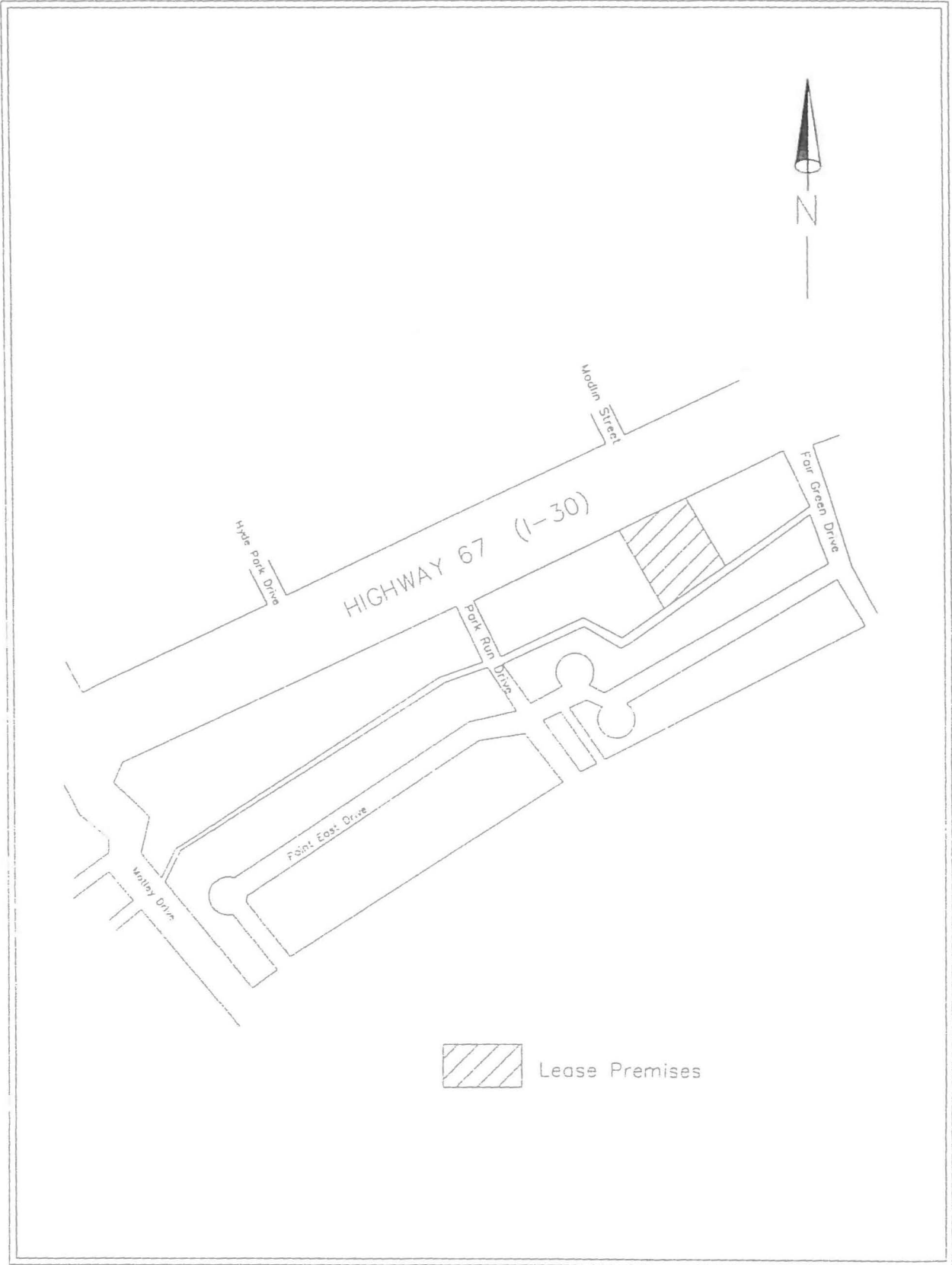
**TSI Group, LLC**

Terry Sam Anderson, Manager

**MAP**

Attached





Lease Premises

September 13, 2017

**WHEREAS**, on June 8, 2005, City Council authorized a seven-year lease agreement dated June 8, 2005, (the "Lease") with Donald J. Tivens and Marilyn Tivens, Trustees of the Donald J. Tivens and Marilyn Tivens Family Trust, as landlord and City of Dallas, as tenant for approximately 5,015 square feet of office space located within Seville III, office building, at 3218 Highway 67 (Interstate 30), in the City of Mesquite, Dallas County, Texas ("Premises") to be used by the Women, Infants and Children Program Services by Resolution No. 05-1735; and

**WHEREAS**, on June 27, 2012, City Council authorized an Amendment to the Lease Agreement dated June 19, 2012, to extend the lease term for an additional five-years by Resolution No. 12-1654; and

**WHEREAS**, TSI Group, LLC has acquired the property including the Premises and assumed the lease as "landlord"; and

**WHEREAS**, the lease agreement, as amended, expires by its own terms on July 31, 2017; and

**WHEREAS**, the City's occupancy was extended for a two month period, pursuant to holdover provisions in Section XV of the Lease; and

**WHEREAS**, the parties desire to renew, extend, modify and/or amend the Lease to provide for an additional twenty-two month 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 Second Amendment to the Lease Agreement between TSI Group, LLC, a Texas limited liability company and the City of Dallas, approved as to form by the City Attorney.

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

- a. The term of the Lease is extended for an additional twenty-two (22) months, effective October 1, 2017 and ending July 31, 2019, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- b. Monthly rental payments shall be as follows (subject to annual appropriations):

October 1, 2017 – July 31, 2019                      \$6,686.67 per month

September 13, 2017

**SECTION 2.** (continued)

- c. All other terms of the Lease, as previously amended, not expressly amended 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 TSI Group, LLC, or its successors and assigns on the first day of each month in advance during the lease term beginning October 1, 2017 in the amount specified below:

October 1, 2017 – July 31, 2019 (subject to annual appropriations)	\$6,686.67 per month
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**SECTION 4.** That the payments will be charged as follows:

October 1, 2017- September 30, 2018: Fund F518, Department HOU, Unit 2903, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003619, Commodity Code 97145, Vendor VS95151.

October 1, 2018 - July 31, 2019: Fund TBD, Department HOU, Unit TBD, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003619, Commodity Code 97145, Vendor VS95151.

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

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

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

BY:   
Assistant City Attorney

**AGENDA ITEM # 53**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Sustainable Development and Construction  
Housing & Neighborhood Revitalization

**CMO:** Majed Al-Ghafry, 670-3302  
Raquel Favela, 670-3309

**MAPSCO:** 19A

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**SUBJECT**

Authorize an amendment to an existing lease agreement with Carrollton Park II, L.P. to extend the lease agreement for an additional three-years for approximately 3,000 square feet of office space located at 1235 South Josey Lane, Carrollton, Texas to be used as a Women, Infants and Children Clinic for the period October 1, 2017 through September 30, 2020 - Not to exceed \$114,750 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds (subject to annual appropriations)

**BACKGROUND**

This item authorizes an amendment to an existing lease agreement with Carrollton Park II, L.P. to extend the lease agreement for an additional three-years for approximately 3,000 square feet of office space located at 1235 South Josey Lane, Carrollton, Texas. The three-year extension will provide for the continued use of a Women, Infants and Children (WIC) Clinic to serve the residents of the Carrollton area.

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

The three-year extension will begin on October 1, 2017 through September 30, 2020.

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

On June 23, 1993, City Council authorized a five-year Lease Agreement by Resolution No. 93-2479.

On June 24, 1998, City Council authorized the First Amendment to the Lease Agreement for a five-year extension by Resolution No. 98-1858.

On June 11, 2003, City Council authorized the Second Amendment to the Lease Agreement for a seven-year extension by Resolution No. 03-1681.

On August 27, 2008, City Council authorized the Third Amendment to the Lease Agreement for an 86-month extension and amend the lease by Resolution No. 08-2306.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

## **FISCAL INFORMATION**

Texas Health and Human Services-Health and Human Services Commission Grant Funds - \$114,750 (subject to annual appropriations)

## **OWNER**

**Carrollton Park II, L.P.**

Carrollton Park II GP, Inc.

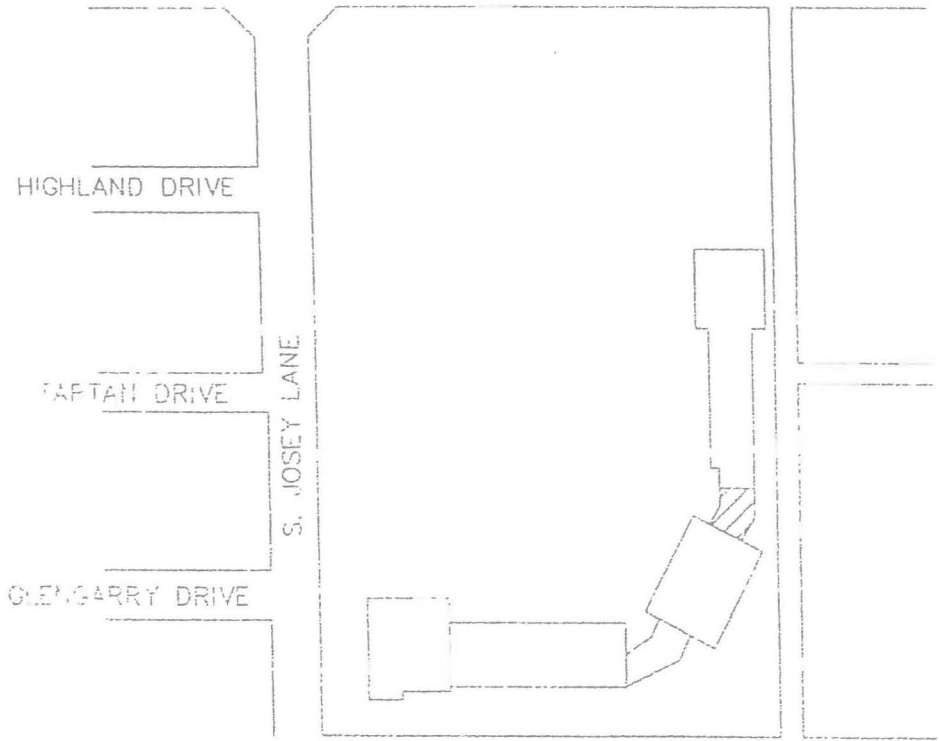
Guenther Lehmann, President

## **MAP**

Attached



EAST BELT LINE ROAD

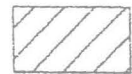


HIGHLAND DRIVE

TAPTAN DRIVE

GLEN GARRY DRIVE

S. JOSEY LANE



CARROLLTON PARK II SHOPPING CENTER  
1235 S. JOSEY LANE, SUITES 517-518

September 13, 2017

**WHEREAS**, on June 23, 1993, City Council authorized a lease agreement dated June 23, 1993, (the "Lease") with First Asset Real Estate Equity Fund, a Minnesota pension fund, as Lessor, and the City of Dallas, ("City"), as Lessee, for approximately 3,000 square feet of office space, located in the Carrollton Park II Shopping Center at 1235 South Josey Lane, Suite 517-518 ("Premises") used by the Women, Infants and Children (WIC) Program Services by Resolution No. 93-2479; and

**WHEREAS**, Carrollton Park II, L.P., a Texas limited partnership has purchased the property including the premises and assumed the lease as "Landlord"; and

**WHEREAS**, on June 24, 1998, City Council authorized the First Amendment to the Lease Agreement dated August 15, 1998, extending the term for an additional five-years by Resolution No. 98-1858; and

**WHEREAS**, on June 11, 2003, City Council authorized the Second Amendment to the Lease Agreement dated June 26, 2003, extending the term for an additional seven-years by Resolution No. 03-1681; and

**WHEREAS**, on August 27, 2008, City Council authorized the Third Amendment to the Lease Agreement dated August 27, 2008, extending the term for an additional 86 months and amending the lease by Resolution No. 08-2306 ; and

**WHEREAS**, the Lease, as amended, expires by its own terms September 30, 2017; and

**WHEREAS**, the parties desire to renew, extend, modify and/or amend the lease to provide for an additional three-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 Fourth Amendment to the Lease Agreement between Carrollton Park II, L.P., a Texas limited partnership and the City of Dallas, approved as to form by the City Attorney.

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

- a. The term of the Lease is extended for an additional three (3) years, effective October 1, 2017 and ending September 30, 2020, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

September 13, 2017

**SECTION 2.** (continued)

b. Monthly rental payments shall be as follows (subject to annual appropriations):

October 1, 2017 - September 30, 2020          \$3,187.50 per month

c. All other terms of the Lease, as previously amended, not expressly amended 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 Carrollton Park II, L.P., or its successors and assigns on the first day of each month in advance during the lease term beginning October 1, 2017 in the amount specified below:

October 1, 2017 - September 30, 2020          \$3,187.50 per month  
(subject to annual appropriations)

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

October 1, 2017 - September 30, 2018: Fund F518, Department HOU, Unit 2903, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003608, Commodity Code 97145, Vendor 350069.

October 1, 2018 - September 30, 2020: Fund TBD, Department HOU, Unit TBD, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003608, Commodity Code 97145, Vendor 350069.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective communication and utility 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



**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Sustainable Development and Construction  
Housing & Neighborhood Revitalization

**CMO:** Majed Al-Ghafry, 670-3302  
Raquel Favela, 670-3309

**MAPSCO:** 18Z

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**SUBJECT**

Authorize an amendment to an existing lease agreement with Tom Keele, Inc. to **(1)** extend the lease agreement for an additional three-years; and **(2)** reduce the monthly rental payments for the remainder of the existing lease term for approximately 6,733 square feet of office space located at 302 North Barnes Drive, Garland, Texas to be used as a Women, Infants and Children Clinic for the period September 1, 2017 through August 31, 2021 - Not to exceed \$349,200 - Financing: Texas Health and Human Services-Health and Human Services Commission Grant Funds (subject to annual appropriations)

**BACKGROUND**

This item authorizes an amendment to an existing lease agreement with Tom Keele, Inc. to **(1)** extend the lease agreement for an additional three-years; and **(2)** reduce the monthly rental payments for the remainder of the existing lease term for approximately 6,733 square feet of office space located at 302 North Barnes Drive, Garland, Texas. The three-year extension and reduction of lease payments for the existing term will provide for the continued use of a Women, Infants and Children (WIC) Clinic serving the residents in the Garland area.

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

The revised monthly payments will begin on September 1, 2017 through August 31, 2021 and the three-year extension will begin on September 1, 2018 through August 31, 2021.

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

On May 28, 2008, City Council authorized a ten-year lease agreement by Resolution No. 08-1527.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Texas Health and Human Services-Health and Human Services Commission Grant Funds - \$349,200 (subject to annual appropriations)

**OWNER**

**Tom Keele, Inc.**

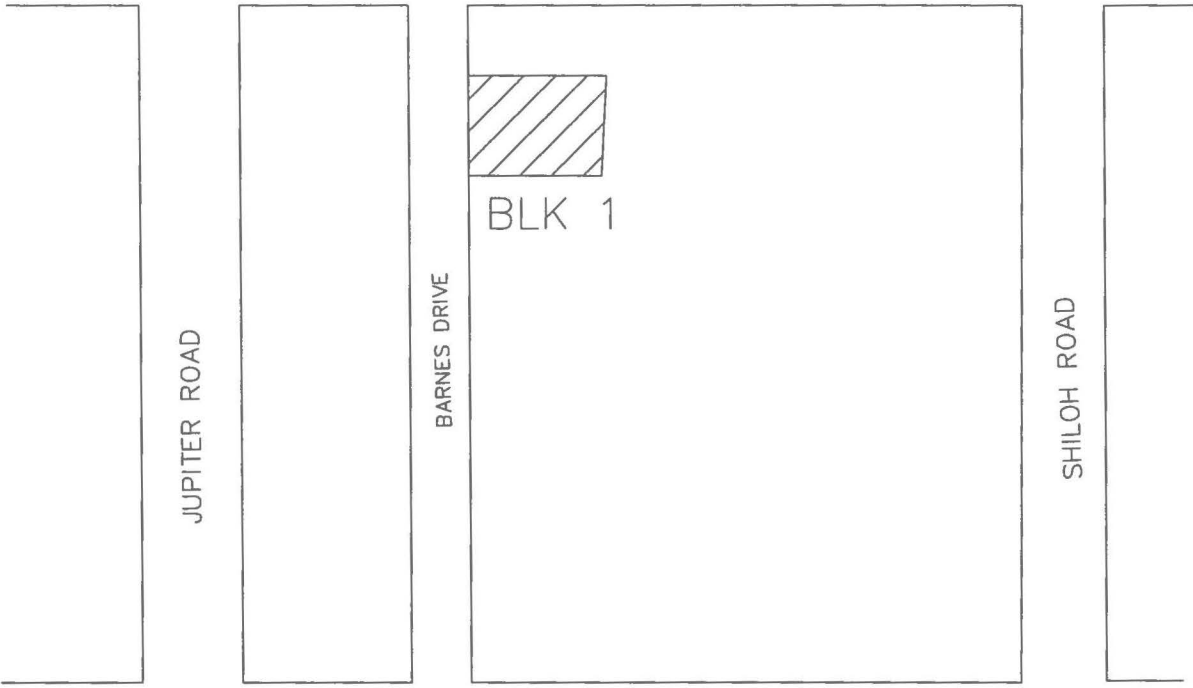
Tom Keele, President

**MAP**

Attached



WALNUT STREET



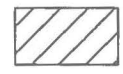
BLK 1

JUPITER ROAD

BARNES DRIVE

SHILOH ROAD

FOREST LANE



LEASE PREMISES  
302 N. BARNES, GARLAND

September 13, 2017

**WHEREAS**, on May 28, 2008, City Council authorized a ten-year lease agreement dated May 28, 2008, (the "Lease") with Tom Keele, Inc., as Lessor ("Landlord") and the City of Dallas, as Lessee ("City") for approximately 6,733 square feet of office space located at 302 North Barnes Drive, Garland, Dallas County, Texas ("Premises") to be used by the Housing and Community Services' Women, Infant and Children's Program Services by Resolution No. 08-1527; and

**WHEREAS**, the parties desire to supplement, modify and amend the Lease to (1) provide for an additional three-year term; and (2) revise the monthly payments for the remainder of the term ("Revised Monthly Rental Payment").

**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 Tom Keele, Inc., a Texas corporation, 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 three years, effective September 1, 2018 and ending August 31, 2021, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- b. Revised monthly rental payments shall be as follows (subject to annual appropriations):

September 1, 2017 - August 31, 2018	\$9,200.00 per month
September 1, 2018 - August 31, 2021	\$9,700.00 per month

- 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 Tom Keele, Inc., or its successors and assigns on the first day of each month in advance during the lease term beginning September 1, 2017 in the amount specified below:

September 1, 2017 - August 31, 2018	\$9,200.00 per month
-------------------------------------	----------------------

September 13, 2017

**SECTION 3.** (continued)

September 1, 2018 - August 31, 2021                      \$9,700.00 per month  
(subject to annual appropriations)

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

September 1, 2017 - September 30, 2017: Fund F495, Department HOU, Unit 2021, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003609, Commodity Code 97145, Vendor VS0000031155

October 1, 2017- September 30, 2018: Fund F518, Department HOU, Unit 2903, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003609, Commodity Code 97145, Vendor VS0000031155

October 1, 2018 - August 31, 2021: Fund TBD, Department HOU, Unit TBD, Object 3330, Encumbrance/Contract No. CX HOU-2017-00003609, Commodity Code 97145, Vendor VS0000031155

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective utility telephone communications, security 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 # 55**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 45J

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**SUBJECT**

An ordinance granting a private license to GPIWE Limited Partnership for the use of approximately 378 square feet of land to occupy, maintain, install, and utilize an extension to an existing historic wood loading dock with guardrail, four planters and decorative pavers, on portions of Munger Avenue and Record Street, located near its intersection with Munger Avenue - Revenue: \$1,000 annually and \$200 one-time fee, plus the \$20 ordinance publication fee

**BACKGROUND**

This item grants a private license to GPIWE Limited Partnership for the use of approximately 378 square feet of land to occupy, maintain, install, and utilize an extension of the existing historic wood loading dock with guardrail, four planters and decorative pavers, on portions of Munger Avenue and Record Street, located near its intersection with Munger 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)**

On May 10, 1990, City Council authorized granting a Private License to West End Marketplace to occupy, maintain and utilize certain public property located near the intersection of North Record Street and McKinney Avenue and adjacent to Block 77/204 within the limits hereinafter more fully described, for the purpose of installing wooden steps and a handicap within the strip known as Dallas Alley and an existing fire escape and air shaft within two areas in McKinney Avenue; providing for payment of the publication fee; providing for the repeal of Ordinance 18315; and providing an effective date of this license and ordinance by Resolution No. 90-1631; Ordinance No. 20617.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability on September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$1,000 annually and \$200 one-time fee, plus the \$20 ordinance publication fee

**OWNER**

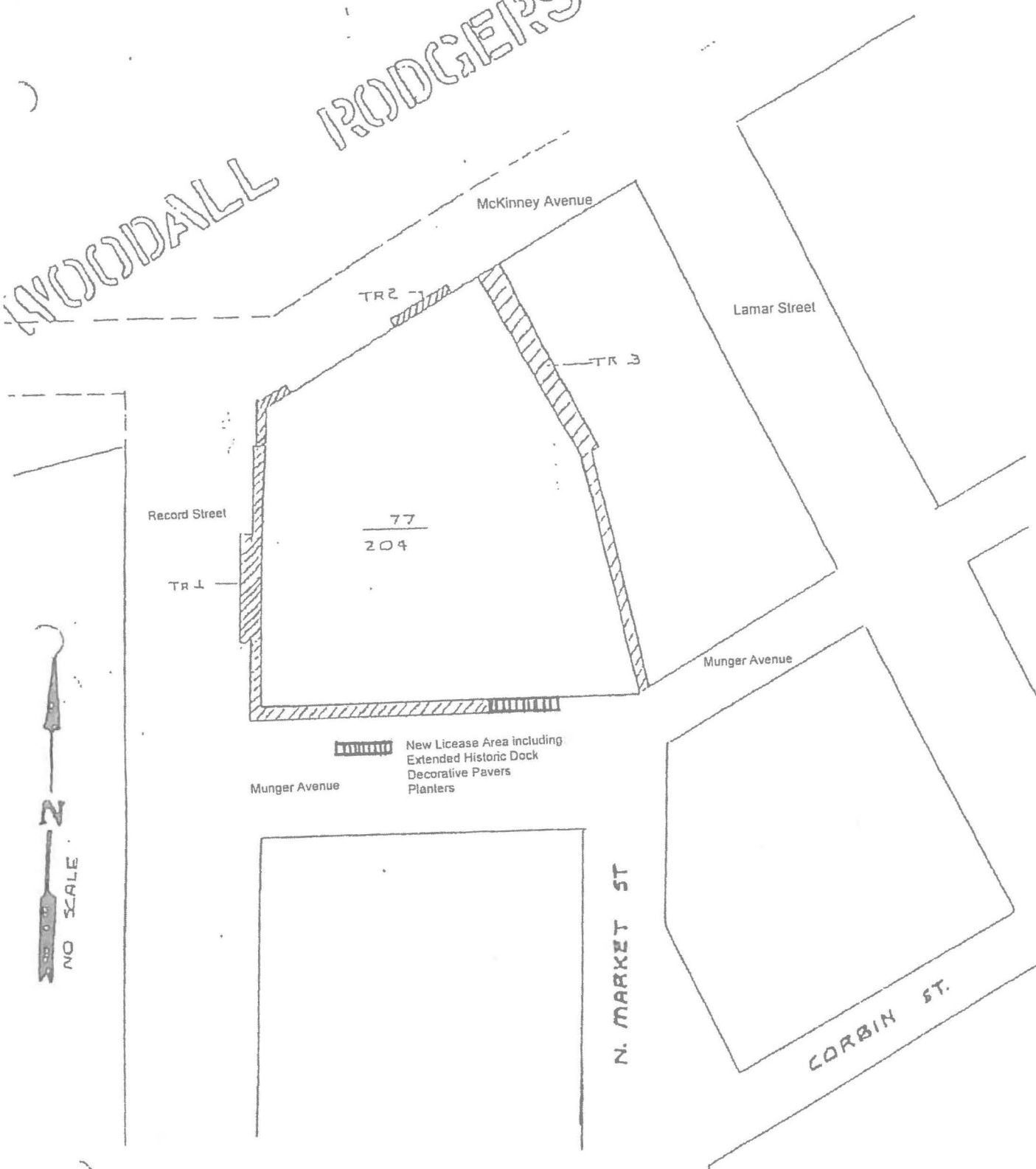
**GPIWE Limited Partnership**

William M. Nabors, Manager

**MAP**

Attached

WOODALL RODGERS



Record Street

McKinney Avenue

Lamar Street

TR 2

TR 3

77  
204

TR 1

Munger Avenue

Munger Avenue

New License Area including  
Extended Historic Dock  
Decorative Pavers  
Planters

N. MARKET ST

CORBIN ST.



█ LICENSE AREA



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

An ordinance granting a private license to GPIWE Limited Partnership to occupy, maintain and utilize a portion of Munger Avenue right-of-way located near the intersection of Munger Avenue and Record Street adjacent to City Block 77/204 within the limits hereinafter more fully described, for the purpose of occupying, maintaining, installing and utilizing an extension to an existing historic wood loading dock with guardrail, four planters and decorative pavers; providing for the terms and conditions of this license; providing for the annual and one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

**ooo0ooo**

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

**WHEREAS**, GPIWE Limited Partnership is the owner of that certain structure located at the intersection of Munger Avenue, Record Street and McKinney Avenue, said structure being more commonly known as the property location 603 Munger Avenue, Dallas, TX 75202; and

**WHEREAS**, said structure lies within the West End Historic District, and it is the desire of the City Council of the City of Dallas to promote the restoration and rehabilitation of buildings therein; and

**WHEREAS**, it is the opinion of the City Council of the City of Dallas that said structure is a "historically significant structure" for the limited purpose mentioned in Chapter 43, Article VI, Section 43-115 (a) (2) of the City Code of the City of Dallas; and

**WHEREAS**, said GPIWE Limited Partnership, has requested that it be granted a private license for the purpose of allowing the continued use and maintenance of building structure, which is integral part of said historic structure.

**Now, Therefore,**

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

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

**SECTION 3.** That **GRANTEE** shall pay to the City of Dallas the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** annually for the license herein granted for an extension to an existing historic wood loading dock and guardrail, said sum to become due and payable on the 2<sup>nd</sup> day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2017. In addition, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code, **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **TWO HUNDRED AND NO/100 (\$200.00) DOLLARS**, for the license herein granted for the four planters and decorative pavers, said sum to be paid prior to the final passage of this ordinance and shall cover the total consideration for said purpose during the license term. Such annual and one-time fee consideration, collectively, shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in 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.

**SECTION 3.** (continued)

Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

**SECTION 4.** That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: occupying, maintaining, installing and utilizing an extension to an existing historic wood loading dock and guardrail, four planters and decorative pavers.

**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 is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall comply with Section 51A-9 of the Dallas Central Business District Streets and Vehicular Circulation Plan. Plan provides that Munger Avenue requires 80 feet of right-of-way and Record Street requires 80 feet of right-of-way.
- b) **GRANTEE** shall ensure that there is no impediment or removal of on-street parking or required signage.
- c) **GRANTEE** shall have no special pavers, stone, or decorative concrete within 24 inches of the curb or edge of the loading dock unless, it can be easily adapted to support the placement of poles for government signs and/or parking meters with 1) removal of sections of the area (to be backfilled with concrete) or 2) drilled into for placement of items or 3) potholes left in place or created for the placement of government signage and/or parking meters. Placement is subject to the approval of the Director of the Transportation Department.
- d) **GRANTEE** shall obtain a Non-Standard Material Agreement as required for decorative pavers in the city's right-of-way.
- e) **GRANTEE** shall ensure all drainage, irrigation pipes, appurtenances and sleeves be reviewed and approved prior to installation.
- f) **GRANTEE** acknowledges long runs of polyvinyl chloride (PVC) piping does not meet the Construction Standards for right-of-way work. Any PVC connection to an inlet or manhole will require a 'rubber boot' type connector.
- g) **GRANTEE** acknowledges all improvements in the right-of-way must show that the Americans with Disability Act/Texas Department of License Regulation Accessible Route is compliant with accessibility requirements.
- h) **GRANTEE** shall obtain a Right-of-Way Permit and traffic control approval prior to work in the right-of-way.
- i) **GRANTEE** acknowledges Atmos has active facilities within or near Record Street. If conflicts exist, the **GRANTEE** will be responsible for cost to relocate said facilities otherwise Exhibit B would apply.

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

**SECTION 12.** That this contract is designated as Contract No. DEV-2016-00000931.

**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

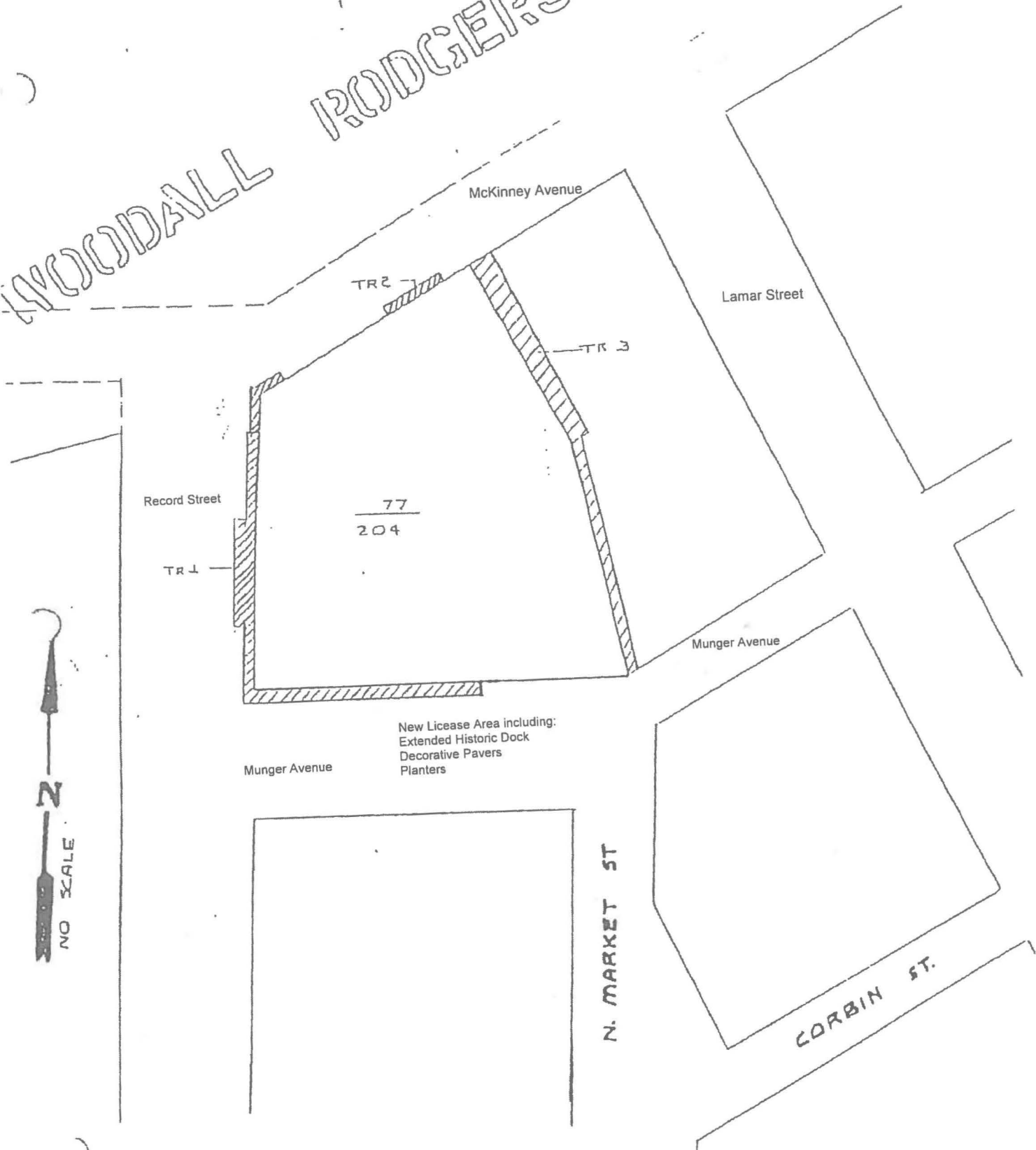
BY:   
Assistant City Attorney

BY:   
~~Fel.~~-Assistant Director

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

Exhibit A

WOODALL RODGERS



LICENSE AREA

**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 # 56**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 45P

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**SUBJECT**

An ordinance granting a revocable license to Espresso Roma Corporation dba Flying Horse Cafe, for the use of approximately 182 square feet of land to occupy, maintain and utilize a sidewalk cafe on a portion of Commerce Street right-of-way, near its intersection with Akard Street - Revenue: \$200 annually, plus the \$20 ordinance publication fee

**BACKGROUND**

This item grants a revocable license to Espresso Roma Corporation dba Flying Horse Cafe for the use of approximately 182 square feet of land to occupy, maintain and utilize a sidewalk cafe on a portion of Commerce Street right-of-way, near its intersection with Akard 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 September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$200 annually, plus the \$20 ordinance publication fee

**OWNER**

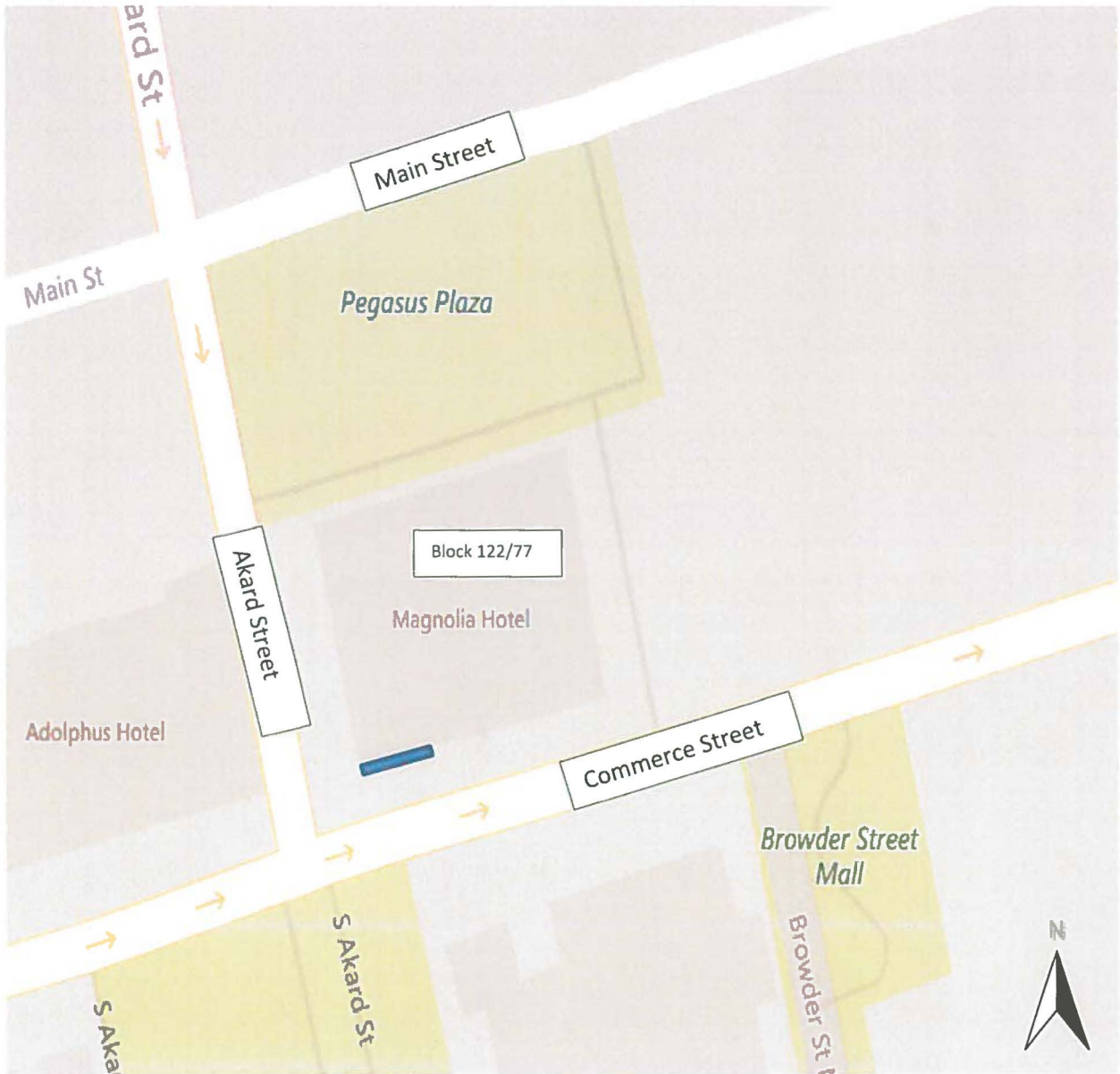
**Espresso Roma Corporation**

Flying Horse Cafe

Matthew M. Soness, President

**MAP**

Attached



 LICENSE AREA

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

An ordinance granting a revocable license to Espresso Roma Corporation dba Flying Horse Cafe to occupy, maintain and utilize a portion of Commerce Street right-of-way near its intersection with Akard Street adjacent to City Block 122/77 within the limits hereinafter more fully described, for the purpose of occupying, maintaining and utilizing a sidewalk cafe; providing for the terms and conditions of this license; providing for the annual compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

**ooo0ooo**

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

**SECTION 1.** That a revocable license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Espresso Roma Corporation dba Flying Horse Cafe, a California corporation, its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

**SECTION 2.** That this license is granted for a term beginning on the passage of this license and ending January 1, 2021, unless sooner terminated according to other terms and provisions herein contained.

**SECTION 3.** That **GRANTEE** shall pay to the City of Dallas the sum of **TWO HUNDRED AND NO/100 (\$200.00) DOLLARS** annually for the license herein granted, said sum to become due and payable on the 2<sup>nd</sup> day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **TWO HUNDRED AND NO/100 (\$200.00) DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2017. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of the

**SECTION 3.** (continued)

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, 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: occupy, maintain, and utilize a sidewalk cafe.

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

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



**SECTION 6.** (continued)

Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

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

- a) **GRANTEE** shall not place any items within eighteen inches of the curb lane.
- b) **GRANTEE** shall not restrict the use or placement of the curb lane for parking, parking meters, or governmental signage.
- c) **GRANTEE** shall provide a final design that complies with the Americans with Disability Act and Texas Accessibility Standard Requirements.
- d) **GRANTEE** shall acquire a Right-of-Way Permit for any work activities performed within the right-of-way.

**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

**SECTION 10.** (continued)

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-2017-00001737.

**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

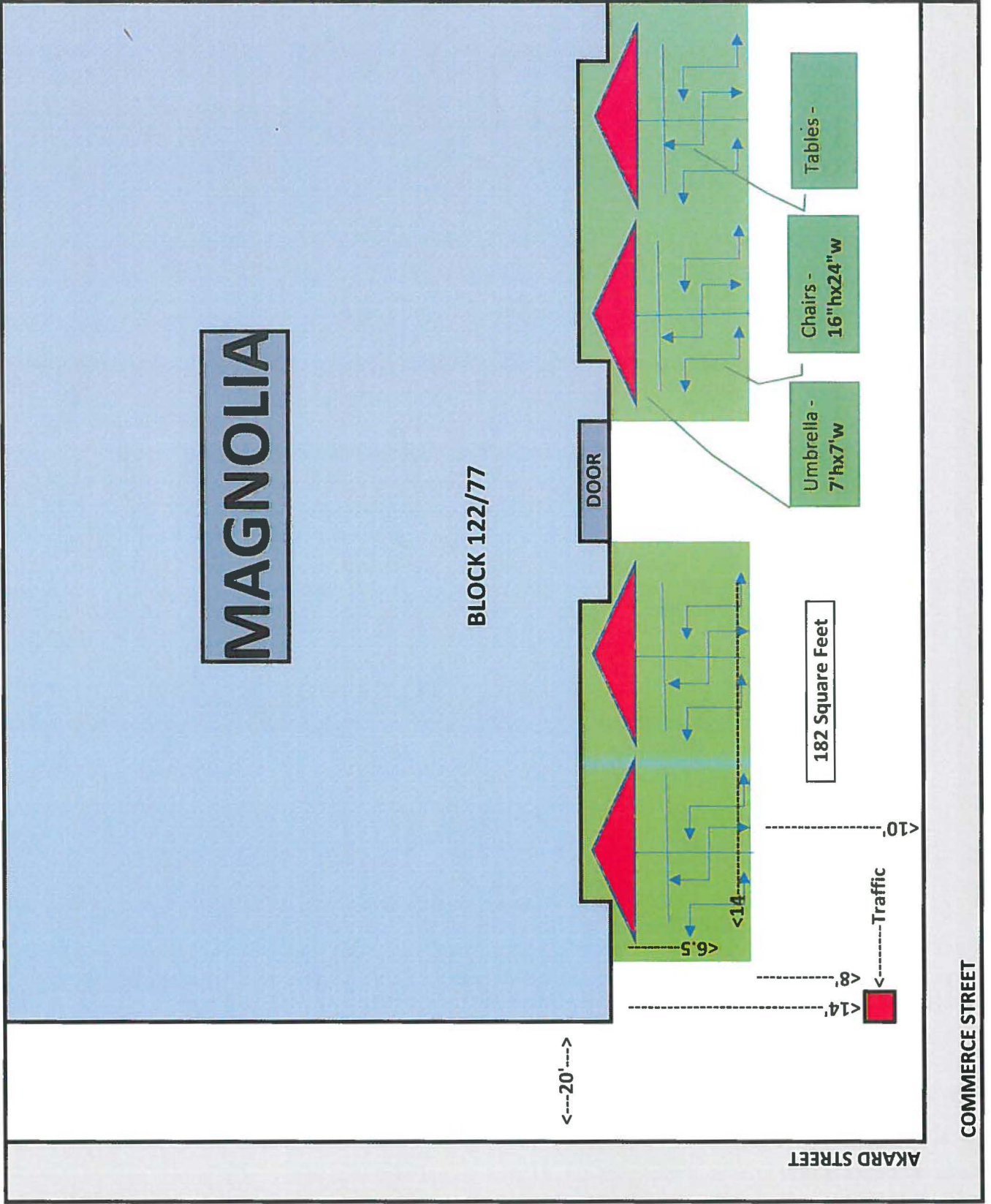
DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

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

BY: David Williams  
Assistant Director

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

Exhibit A



1

**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  
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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.

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 10

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 27P

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**SUBJECT**

An ordinance abandoning two street easements to Lake Highlands Solutions, LLC, the abutting owner, containing a total of approximately 4,497 square feet of land, located near the intersection of Watercrest Parkway and Sedgwick Drive; and providing the quitclaim; and providing for the dedication of approximately 11,913 square feet of land needed for street right-of-way, of which 2,352 square feet processed shall be a land exchange - Revenue: \$5,400, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of two street easements to Lake Highlands Solutions, LLC, the abutting owner. The area will be included with the property of the abutting owner for the development of single family homes. The owner will dedicate approximately 11,913 square feet of land needed for street right-of-way, of which 2,352 square feet processed shall be a land exchange. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code.

Notices were sent to 2 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$ 5,400, plus the \$20 ordinance publication fee



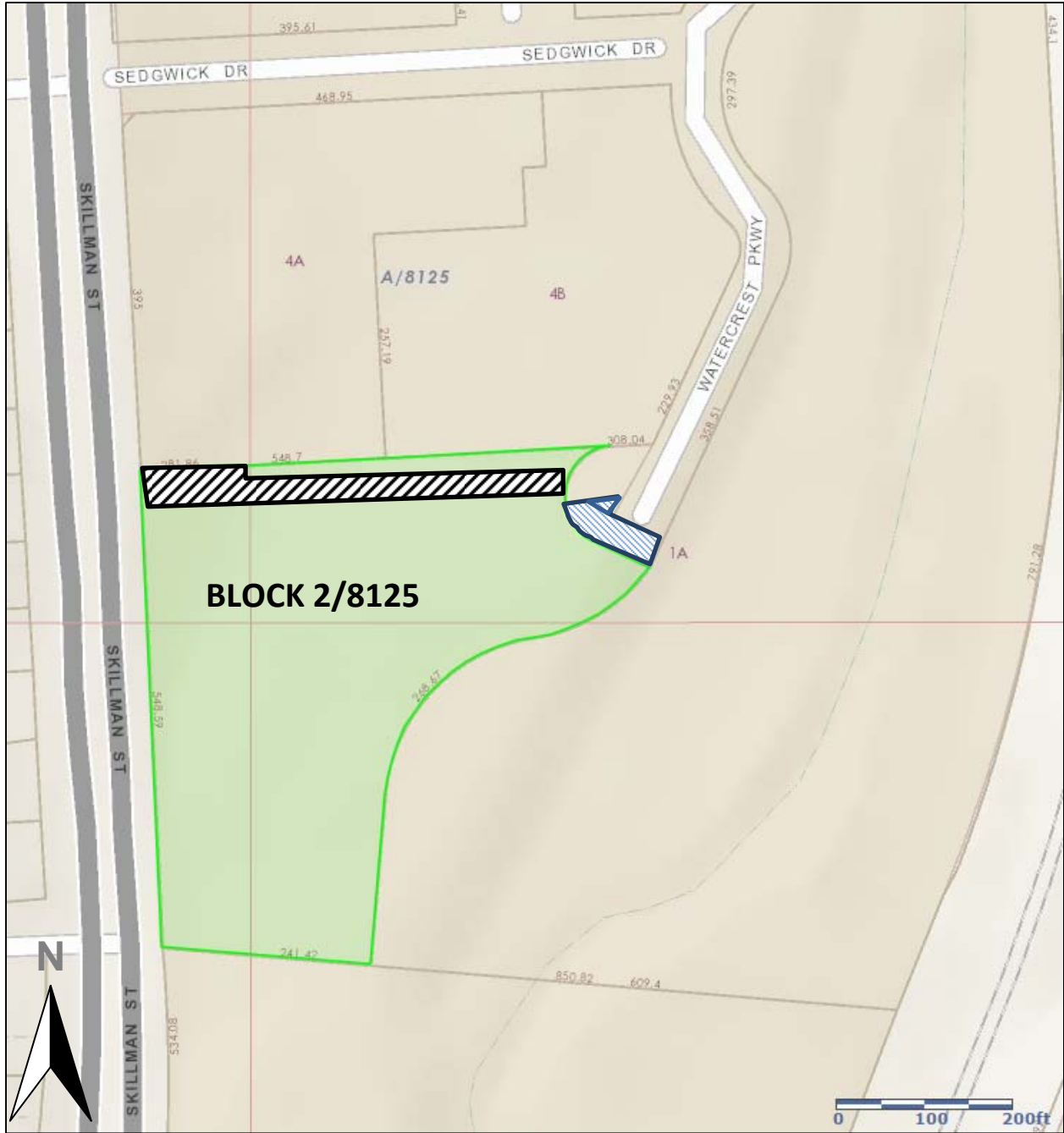
**OWNER**

**Lake Highlands Solutions, LLC**

Karlien De Clercq, Managing Member

**MAP**

Attached



**ABANDONMENT AREAS:**



**DEDICATION AREA:**



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

An ordinance providing for the abandonment of two street easements located adjacent to City Block 2/8125 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Lake Highlands Solutions, LLC; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

**ooo0ooo**

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Lake Highlands Solutions, LLC, a Delaware limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said two street easements are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

**Now, Therefore,**

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

**SECTION 1.** That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions and future effective date hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$5,400.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 11, 12, 15 and 16, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tracts of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

**SECTION 3.** That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, future effective date and conditions of this ordinance.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in the General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

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

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

**SECTION 7.** That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

**SECTION 8.** That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended.

**SECTION 8.** (continued)

References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall connect future development on **GRANTEE's** abutting property site to Watercrest Parkway and **GRANTEE** shall maintain the cul-de-sac portion of the abandoned area until new development begins.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

**SECTION 11.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by General Warranty Deed to the City of Dallas, within 120 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, and insured by an owner's policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block 2/8125, containing approximately 11,913 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit D. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

**SECTION 12.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall proceed to consummate a land exchange under 272.001 of the Texas Local Government Code, authorized by City resolution, wherein, by deed without warranty, a parcel of land in City Block 2/8125

**SECTION 12.** (continued)

containing approximately 2,352 square feet of land, a description of which is attached hereto and made a part of hereof as Exhibit C, shall be conveyed to **GRANTEE**. Failure to complete the exchange set forth in this section shall render this ordinance null and void and of no further effect.

**SECTION 13.** That at such time as the instrument described in Section 11 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located.

**SECTION 14.** That this ordinance and properly executed General Warranty Deed, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record.

**SECTION 15.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 11 above.

**SECTION 16.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

**SECTION 17.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county

**SECTION 17.** (continued)

in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and the filing of the final replat set forth in Section 10 and completion of the dedication set forth in Section 11, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the areas abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.


**SECTION 18.** That this contract is designated as Contract No. DEV-2017-00001825.

**SECTION 19.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

BY:   
Assistant City Attorney

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant Director

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



**STREET EASEMENT ABANDONMENT**

Part of Watercrest Parkway, Part of two Street Easements and  
Part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1  
W.P. Wyche Survey, Abstract No. 1522  
City of Dallas, Dallas County, Texas

**EXHIBIT A-TRACT 1**

DESCRIPTION, of a 295 square foot (0.007 acre) tract of land situated in the W.P. Wyche Survey, Abstract No. 1522, City of Dallas, Dallas County, Texas; said tract being part of that Street Easement recorded in Instrument No. 200900092385 of the Official Public Records of Dallas County, Texas and part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1, an addition to the City of Dallas according to the plat recorded in Volume 76202, Page 379 of the Deed Records of Dallas County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Lake Highlands Solutions, LLC recorded in Instrument No. 201600171839 of said Official Public Records; said 295 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas):

COMMENCING at an aluminum disc stamped "PACHECO KOCH LHTC A/8125" found in the northwest right-of-way line of Watercrest Parkway (a 64-foot wide right-of-way), said point being the southeast corner of Lot 4B, Block A/8125, Lake Highlands Town Center, an addition to the City of Dallas according to the plat recorded in Instrument No. 201400224254 of said Official Public Records;

THENCE, South 24 degrees, 21 minutes, 49 seconds West, along the said northwest line of Watercrest Parkway, a distance of 72.57 feet to a MAG nail with washer set for corner; said point being the POINT OF BEGINNING;

THENCE, South 24 degrees, 21 minutes, 49 seconds West, continuing along the said northwest line of Watercrest Parkway, a distance of 19.64 feet to the southwest corner of said Watercrest Parkway; said point also being the south corner of said Street Easement;

THENCE, North 65 degrees, 38 minutes, 11 seconds West, along the southwest line of said Street Easement, a distance of 2.00 feet to the beginning of a tangent curve to the right;


THENCE, in a northwesterly direction continuing along said Street Easement and along said curve to the right, having a central angle of 22 degrees, 32 minutes, 44 seconds, a radius of 66.00 feet, a chord bearing and distance of North 54 degrees, 21 minutes, 49 seconds West, 25.80 feet, an arc distance of 25.97 feet to a point for corner;

THENCE, North 86 degrees, 14 minutes, 00 seconds East, departing the southwest line of said Street Easement, a distance of 30.96 feet to the POINT OF BEGINNING;


CONTAINING: 295 square feet or 0.007 acres of land, more or less.

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

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the abandonment tract described.

  
Michael Larry Lewis, Jr. 10/3/16 Date  
Registered Professional Land Surveyor No. 5773  
Pacheco Koch, LLC  
6100 Western Place, #1001, Fort Worth TX 76107  
(817) 412-7155  
TX Reg. Surveying Firm LS-10193824



(For SPRG use only)  
Reviewed By:   
Date: 10.03.2016  
SPRG NO: 3864

2253-15.412EX2.doc  
2253-15.412EX2.dwg RMT

LOT 4B, BLOCK A/8125  
LAKE HIGHLANDS TOWN CENTER,  
MULTIFAMILY NO. ONE  
(INST. NO. 201400224254)  
(O.P.R.D.C.T.)

**POINT OF COMMENCING**



(BEARING BASIS)  
S 86°14'00" W 308.04'

20' DRAINAGE EASEMENT  
(INST. NO. 201200152109)  
(O.P.R.D.C.T.)

ALUMINUM DISC STAMPED  
"PACHECO KOCH LHTC A/8125"  
FOUND (C.M.)

PART OF  
LOT 1-A, BLOCK 2/8125  
JACKSON SQUARE  
ADDITION NO. 1  
(VOL. 76202, PG. 379)  
(D.R.D.C.T.)

LAKE HIGHLANDS SOLUTIONS, LLC  
(INST. NO. 201600171839)  
(O.P.R.D.C.T.)

**WATERCREST  
PARKWAY**  
(INST. NO. 200900128293)  
(O.P.R.D.C.T.)

STREET EASEMENT  
(INST. NO. 201000026002)  
(O.P.R.D.C.T.)

STREET EASEMENT  
(INST. NO. 200900092385)  
(O.P.R.D.C.T.)

**STREET EASEMENT  
ABANDONMENT  
295 SF  
(0.007 ACRES)**

$\Delta = 22^\circ 32' 44''$   
R=66.00'  
L=25.97'  
T=13.16'  
CB=N 54°21'49" W  
CD=25.80'

N 86°14'00" E  
30.96'

MAG NAIL WITH  
WASHER SET

**POINT OF BEGINNING**

S 24°21'49" W  
19.64'

N 65°38'11" W  
2.00'

S 65°38'11" E  
64.00'

LEGEND	
---	PROPERTY LINE
---	ABANDONMENT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	CONTROLLING MONUMENT
(O.P.R.D.C.T.)	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
(D.R.D.C.T.)	DEED RECORDS, DALLAS COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE

1/2-INCH IRON ROD  
W/"PACHECO KOCH"  
CAP FOUND (C.M.)  
322.74'

**NOTES:**

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas.

(For SPRG use only)

Reviewed By: [Signature]  
Date: 10.03.2016  
SPRG NO: 3864

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

[Signature] 10/3/16  
Michael Larry Lewis, Jr.  
Registered Professional  
Land Surveyor No. 5773



**STREET EASEMENT  
ABANDONMENT**

PART OF WATERCREST PARKWAY,  
PART OF TWO STREET EASEMENTS AND  
PART OF LOT 1-A, BLOCK 2/8125,  
JACKSON SQUARE ADDITION NO. 1  
AND BEING OUT OF THE  
W.P. WYCHE SURVEY, ABSTRACT NO. 1522,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
PAGE 2 OF 2



6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MLL	1"=20'	OCT. 2016	2253-15.412

**STREET EASEMENT ABANDONMENT**

Part of Watercrest Parkway, Part of two Street Easements and  
Part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1  
W.P. Wyche Survey, Abstract No. 1522  
City of Dallas, Dallas County, Texas

**EXHIBIT A-TRACT 2**

DESCRIPTION, of a 4,202 square foot (0.096 acre) tract of land situated in the W.P. Wyche Survey, Abstract No. 1522, City of Dallas, Dallas County, Texas; said tract being part of that Street Easement recorded in Instrument No. 201000026002 of the Official Public Records of Dallas County, Texas and part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1, an addition to the City of Dallas according to the plat recorded in Volume 76202, Page 379 of the Deed Records of Dallas County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Lake Highlands Solutions, LLC recorded in Instrument No. 201600171839 of said Official Public Records; said 4,202 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas):

COMMENCING at an aluminum disc stamped "PACHECO KOCH LHTC A/8125" found in the northwest right-of-way line of Watercrest Parkway (a 64-foot wide right-of-way), said point being the southeast corner of Lot 4B, Block A/8125, Lake Highlands Town Center, an addition to the City of Dallas according to the plat recorded in Instrument No. 201400224254 of said Official Public Records;

THENCE, South 24 degrees, 21 minutes, 49 seconds West, along the said northwest line of Watercrest Parkway, a distance of 72.57 feet to a MAG nail with washer set for corner; said point being the POINT OF BEGINNING;

THENCE, South 24 degrees, 21 minutes, 49 seconds West, continuing along the said northwest line of Watercrest Parkway, a distance of 19.64 feet to the southwest corner of said Watercrest Parkway;

THENCE, South 65 degrees, 38 minutes, 11 seconds East, along the southwest line of Watercrest Parkway, a distance of 64.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for the southeast corner of said Watercrest Parkway; said point being in the west line of that tract of land described in Warranty Deed to the City of Dallas recorded in Instrument No. 201100084491 of said Official Public Records; said point being the beginning of a non-tangent curve to the right;

THENCE, in a southerly direction, along the said west line of the City of Dallas tract, the east line of said Lake Highlands Solutions, LLC tract and said curve to the right, having a central angle of 10 degrees, 28 minutes, 41 seconds, a radius of 200.00 feet, a chord bearing and distance of South 29 degrees, 36 minutes, 09 seconds West, 36.52 feet, an arc distance of 36.58 feet to a point at the end of said curve; said point being in the southwest line of said Street Easement;

THENCE, North 65 degrees, 38 minutes, 11 seconds West, departing the said west line of the City of Dallas tract and said east line of Lake Highlands Solutions, LLC tract and along the southwest line of said Street Easement, a distance of 67.68 feet to the beginning of a tangent curve to the right;

(For SPRG use only)	
Reviewed By:	<u>Jk</u>
Date:	<u>10.03.2016</u>
SPRG NO:	<u>3865</u>

**STREET EASEMENT ABANDONMENT**

Part of Watercrest Parkway, Part of two Street Easements and  
Part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1  
W.P. Wyche Survey, Abstract No. 1522  
City of Dallas, Dallas County, Texas

**EXHIBIT A-TRACT 2**


THENCE, in a northwesterly direction, continuing along the southwest line of said Street Easement and along said curve to the right, having a central angle of 56 degrees, 28 minutes, 30 seconds, a radius of 58.50 feet, a chord bearing and distance of North 37 degrees, 23 minutes, 56 seconds West, 55.36 feet, an arc distance of 57.66 feet to a point for corner;

THENCE, North 86 degrees, 14 minutes, 00 seconds East, departing the southwest line of said Street Easement, a distance of 63.26 feet to the POINT OF BEGINNING;

CONTAINING: 4,202 square feet or 0.096 acres of land, more or less.

*(A survey plat of even survey date herewith accompanies this description.)*


The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the abandonment tract described.

  
\_\_\_\_\_  
Michael Larry Lewis, Jr. Date  
Registered Professional Land Surveyor No. 5773  
Pacheco Koch, LLC  
6100 Western Place, #1001, Fort Worth TX 76107  
(817) 412-7155  
TX Reg. Surveying Firm LS-10193824

10/3/16



2253-15.412EX3 doc  
2253-15.412EX3 dwg RMT

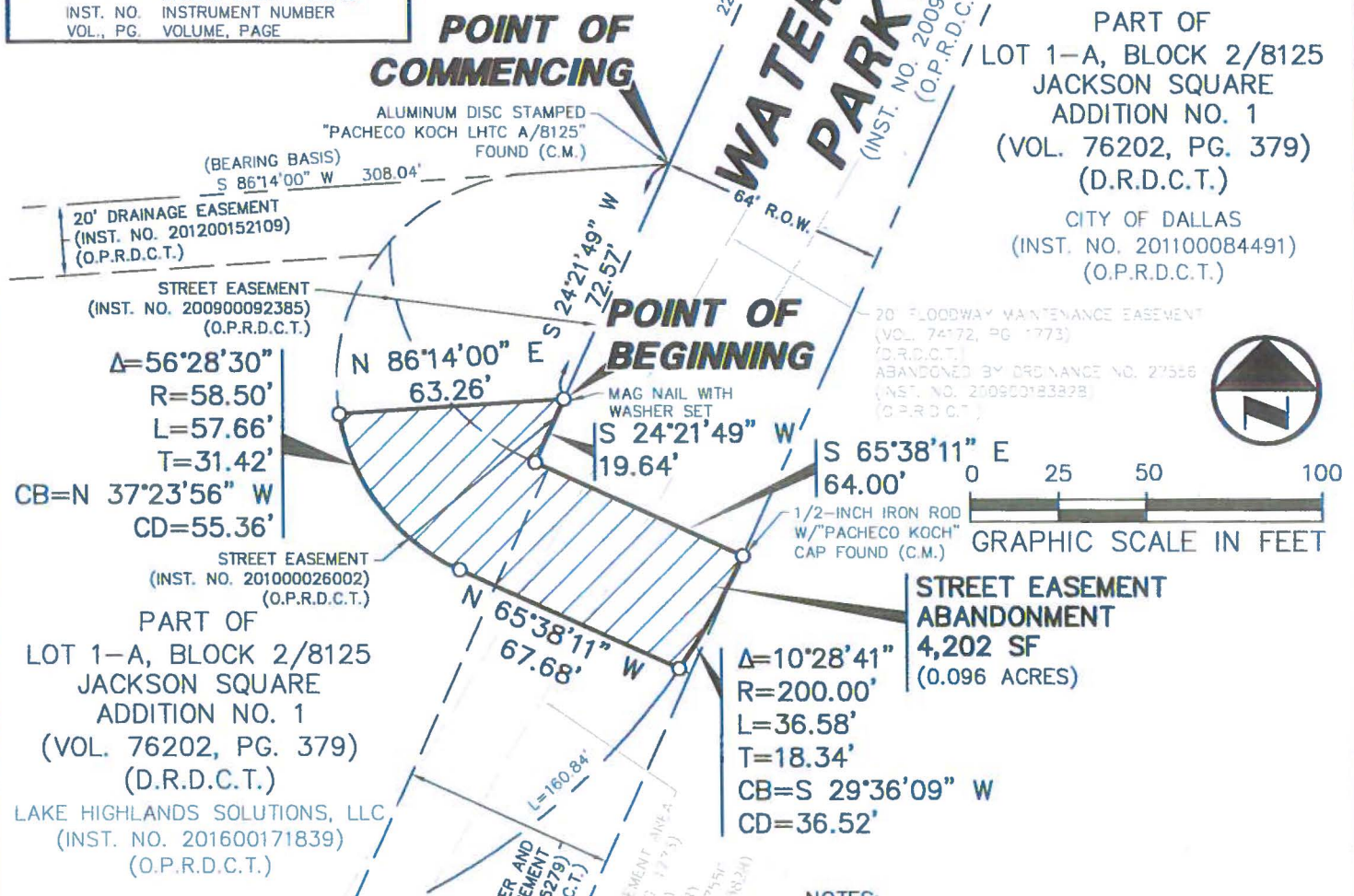
(For SPRG use only)  
Reviewed By:   
Date: 10.03.2016  
SPRG NO: 3865

M:\DWG-22\2253-15.412\DWG\SURVEY C3D 2015\2253-15.412EX3.DWG

LEGEND	
---	PROPERTY LINE
---	ABANDONMENT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	CONTROLLING MONUMENT
(O.P.R.D.C.T.)	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
(D.R.D.C.T.)	DEED RECORDS DALLAS COUNTY TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE

LOT 4B, BLOCK A/8125  
LAKE HIGHLANDS  
TOWN CENTER,  
MULTIFAMILY NO. ONE  
(INST. NO. 201400224254)  
(O.P.R.D.C.T.)

**EXHIBIT A-TRACT 2**



PART OF  
LOT 1-A, BLOCK 2/8125  
JACKSON SQUARE  
ADDITION NO. 1  
(VOL. 76202, PG. 379)  
(D.R.D.C.T.)  
LAKE HIGHLANDS SOLUTIONS, LLC  
(INST. NO. 201600171839)  
(O.P.R.D.C.T.)

(For SPRG use only)  
Reviewed By: MLL  
Date: 10-03-2016  
SPRG NO: 3865

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

Michael Larry Lewis, Jr. 10/3/16  
Michael Larry Lewis, Jr. Date  
Registered Professional Land Surveyor No. 5773



- NOTES:**
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
  2. Bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas.

**STREET EASEMENT ABANDONMENT**  
PART OF WATERCREST PARKWAY,  
PART OF TWO STREET EASEMENTS AND  
PART OF LOT 1-A, BLOCK 2/8125,  
JACKSON SQUARE ADDITION NO. 1  
AND BEING OUT OF THE  
W.P. WYCHE SURVEY, ABSTRACT NO. 1522,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
PAGE 3 OF 3

**Pacheco Koch**  
6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MLL	1"=50'	OCT. 2016	2253-15.412

# EXHIBIT B

## ADDITIONAL ABANDONMENT PROVISIONS

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

**LAND EXCHANGE PARCEL**  
Part of Watercrest Parkway  
W.P. Wyche Survey, Abstract No. 1522  
City of Dallas, Dallas County, Texas

**EXHIBIT C**

**DESCRIPTION**, of a 2,352 square foot (0.054 acre) tract of land situated in the W.P. Wyche Survey, Abstract No. 1522, City of Dallas, Dallas County, Texas; said tract being part of Watercrest Parkway (a 64-foot wide right-of-way) recorded in Instrument No. 200900128293 of the Official Public Records of Dallas County, Texas; said 2,352 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas):

**COMMENCING**, at a 3-inch aluminum disc stamped "PACHECO KOCH LHTC A/8125" found in the northwest line of said Watercrest Parkway, said point being the southeast corner of Lot 4B, Block A/8125, Lake Highlands Town Center, an addition to the City of Dallas according to the plat recorded in Instrument No. 201400224254 of said Official Public Records;

**THENCE**, South 24 degrees, 21 minutes, 49 seconds West, along the said northwest line of Watercrest Parkway, a distance of 72.57 feet to a MAG nail with washer set for corner; said point being the **POINT OF BEGINNING**;

**THENCE**, North 86 degrees, 14 minutes, 00 seconds East, departing the said northwest line of Watercrest Parkway, a distance of 72.57 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the southeast line of said Watercrest Parkway and the west line of that tract of land described in Warranty Deed to the City of Dallas recorded in Instrument No. 201100084491 of said Official Public Records;

**THENCE**, South 24 degrees, 21 minutes, 49 seconds West, along the said southeast line of Watercrest Parkway and the said west line of the City of Dallas tract, a distance of 53.86 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for the southeast corner of said Watercrest Parkway;

**THENCE**, North 65 degrees, 38 minutes, 11 seconds West, departing the said west line of the City of Dallas tract and along the southwest line of Watercrest Parkway, a distance of 64.00 feet to the southwest corner of said Watercrest Parkway;

**THENCE**, North 24 degrees, 21 minutes, 49 seconds East, along the said northwest line of Watercrest Parkway, a distance of 19.64 feet to the **POINT OF BEGINNING**;

**CONTAINING** 2,352 square feet or 0.054 acres of land, more or less.


*(A survey plat of even survey date herewith accompanies this description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

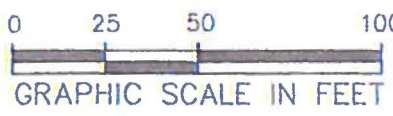
 6/5/17  
Date  
Michael Larry Lewis Jr.  
Registered Professional Land Surveyor No. 5773  
Pacheco Koch, LLC  
6100 Western Place, #1001, Fort Worth TX 76107  
(817) 412-7155  
TX Reg. Surveying Firm LS-10193824



2253-15 412EX1 doc  
2253-15 412EX1 dwg RMT

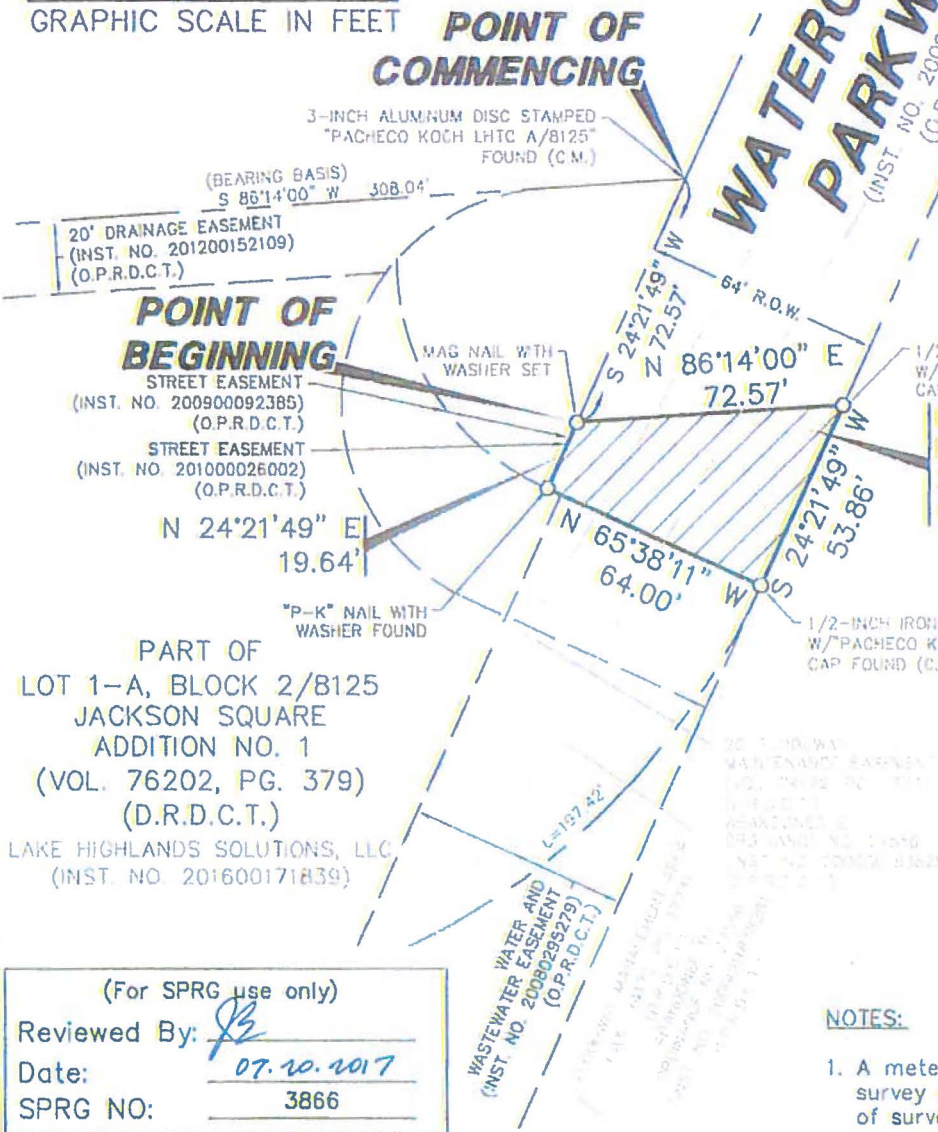
(For SPRG use only)	
Reviewed By:	
Date:	<u>07.20.2017</u>
SPRG NO:	<u>3866</u>

LOT 4B, BLOCK A/8125  
LAKE HIGHLANDS TOWN CENTER,  
MULTIFAMILY NO. ONE  
(INST. NO. 201400224254)  
(O.P.R.D.C.T.)



**WATERCREST  
PARKWAY**  
(INST. NO. 200900128293)  
(O.P.R.D.C.T.)

PART OF  
LOT 1-A, BLOCK 2/8125  
JACKSON SQUARE  
ADDITION NO. 1  
(VOL. 76202, PG. 379)  
(D.R.D.C.T.)  
CITY OF DALLAS  
(INST. NO. 201100084491)  
(O.P.R.D.C.T.)



PART OF  
LOT 1-A, BLOCK 2/8125  
JACKSON SQUARE  
ADDITION NO. 1  
(VOL. 76202, PG. 379)  
(D.R.D.C.T.)  
LAKE HIGHLANDS SOLUTIONS, LLC  
(INST. NO. 201600171839)

LEGEND	
---	PROPERTY LINE
---	PARCEL LINE
O	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	CONTROLLING MONUMENT
(O.P.R.D.C.T.)	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
(D.R.D.C.T.)	DEED RECORDS DALLAS COUNTY TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE

(For SPRG use only)

Reviewed By: RL

Date: 07.20.2017

SPRG NO: 3866

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



Michael Larry Lewis, Jr. Date 6/5/17  
Registered Professional Land Surveyor No. 5773

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas.

**LAND EXCHANGE  
PARCEL**  
PART OF WATERCREST PARKWAY  
AND BEING OUT OF THE  
W.P. WYCHE SURVEY, ABSTRACT NO. 1522,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
PAGE 2 OF 2

**Pacheco Koch**  
6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MLL	1"=50'	OCT. 2016	2253-15.412

M:\DWG-22\2253-15.412\DWG\SURVEY C3D 2015\2253-15.412EX1.DWG



**RIGHT-OF-WAY DEDICATION**

Part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1  
W.P. Wyche Survey, Abstract No. 1522  
City of Dallas, Dallas County, Texas

**DESCRIPTION**, of a 11,913 square foot (0.273 acre) tract of land situated in the W.P. Wyche Survey, Abstract No. 1522, City of Dallas, Dallas County, Texas; said tract being part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1, an addition to the City of Dallas according to the plat recorded in Volume 76202, Page 379 of the Deed Records of Dallas County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Lake Highlands Solutions, LLC recorded in Instrument No. 201600171839 of the Official Public Records of Dallas County, Texas; said 11,913 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas):

**COMMENCING**, at a 3-inch aluminum disc stamped "PACHECO KOCH LHTC 2A/8125" found in the east right-of-way line of Skillman Street (a variable width right-of-way) recorded in Volume 3892, Page 532 and in Volume 3772, Page 457 of said Deed Records; said point being the southwest corner of Lot 4A, Block A/8125, Lake Highlands Town Center, an addition to the City of Dallas according to the plat recorded in Instrument No. 201400224254 of said Official Public Records;

**THENCE**, North 86 degrees, 14 minutes, 00 seconds East, along the south line of said Block A/8125, a distance of 145.73 feet to the **POINT OF BEGINNING**; (N:7005661.22, E:2510622.72, Grid)

**THENCE**, North 86 degrees, 14 minutes, 00 seconds East, continuing along the south line of said Block A/8125, a distance of 444.18 feet to a 3-inch aluminum disc stamped "PACHECO KOCH LHTC 2A/8125" found in the west right-of-way line of Watercrest Parkway (a 64-foot wide right-of-way) recorded in Instrument No. 200900128293 of said Official Public Records;

**THENCE**, South 24 degrees, 21 minutes, 49 seconds West, along the said west line of Watercrest Parkway, a distance of 72.57 feet to a point for corner; (N:7005626.19, E:2511036.16, Grid)

**THENCE**, South 86 degrees, 14 minutes, 00 seconds West, departing the said west line of Watercrest Parkway, a distance of 63.26 feet to a point for corner in the west line of a Street Easement recorded in Instrument No. 201000026002 of said Official Public Records; said point being the beginning of a non-tangent curve to the right; (N:7005621.75, E:2510973.06, Grid)

**THENCE**, in a northerly direction, along the west line of said Street Easement and said curve to the right, having a central angle of 46 degrees, 33 minutes, 05 seconds, a radius of 58.50 feet, a chord bearing and distance of North 14 degrees, 06 minutes, 51 seconds East, 46.23 feet, an arc distance of 47.53 feet to a point for corner at the end of said curve; (N: 7005666.64, E: 2510984.13, Grid)

**THENCE**, South 86 degrees, 14 minutes, 00 seconds West , a distance of 360.90 feet to a point for corner; (N:7005641.27, E:2510624.12, Grid)

(For SPRG use only)	
Reviewed By:	<u>  G.S.  </u>
Date:	<u>  7-20-17  </u>
SPRG NO:	<u>  4162  </u>

**RIGHT-OF-WAY DEDICATION**


Part of Lot 1-A, Block 2/8125, Jackson Square Addition No. 1  
W.P. Wyche Survey, Abstract No. 1522  
City of Dallas, Dallas County, Texas

**THENCE**, North 03 degrees, 46 minutes, 00 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING**;

**CONTAINING**: 11,913 square feet or 0.273 acres of land, more or less.

*(A survey plat of even survey date herewith accompanies this description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the dedication tract described.

 7/17/17 Date  
Michael Larry Lewis, Jr.  
Registered Professional Land Surveyor No. 5773  
Pacheco Koch, LLC  
6100 Western Place, #1001, Fort Worth TX 76107  
(817) 412-7155  
TX Reg. Surveying Firm LS-10193824



2253-15.412EX5.doc  
2253-15.412EX5.dwg

(For SPRG use only)	
Reviewed By:	<u>G.S.</u>
Date:	<u>7-20-17</u>
SPRG NO:	<u>4162</u>

LOT 4A, BLOCK A/8125  
LAKE HIGHLANDS TOWN CENTER,  
MULTIFAMILY NO. ONE  
(INST. NO. 201400224254)  
(O.P.R.D.C.T.)

**POINT OF BEGINNING**

3-INCH ALUMINUM DISC STAMPED  
"PACHECO KOCH LHTC 2A/8125"  
FOUND (C.M.) N: 7005661.22  
E: 2510622.72

(BEARING BASIS)  
N 86°14'00" E 145.73'

N 03°46'00" W 20.00'

N: 7005641.27  
E: 2510624.12

MUTUAL ACCESS EASEMENT  
(INST. NO. 201300199188)  
(O.P.R.D.C.T.)

DRAINAGE EASEMENT  
(INST. NO. 201400224254)  
(O.P.R.D.C.T.)

AT&T EQUIPMENT EASEMENT  
(INST. NO. 201300145785)  
(O.P.R.D.C.T.)

AT&T EQUIPMENT EASEMENT  
(INST. NO. 201300145786)  
(O.P.R.D.C.T.)

1/2-INCH IRON  
ROD FOUND

N 86°14'00" E 444.18'

S 86°14'00" W 360.90'

20' DRAINAGE EASEMENT  
(INST. NO. 201200152109)  
(O.P.R.D.C.T.)

**POINT OF COMMENCING**

**RIGHT-OF-WAY DEDICATION**  
11,913 SF  
(0.273 ACRES)

W.P. WYCHE SURVEY  
ABSTRACT NO. 1522

PART OF  
LOT 1-A, BLOCK 2/8125  
JACKSON SQUARE  
ADDITION NO. 1  
(VOL. 76202, PG. 379)  
(D.R.D.C.T.)

LAKE HIGHLANDS SOLUTIONS, LLC  
(INST. NO. 201600171839)  
(O.P.R.D.C.T.)



0 25 50 100

GRAPHIC SCALE IN FEET

**LEGEND**

---	PROPERTY LINE
---	DEDICATION LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.) -	CONTROLLING MONUMENT
(O.P.R.D.C.T.)	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
(D.R.D.C.T.)	DEED RECORDS DALLAS COUNTY TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
SF	SQUARE FEET

(For SPRG use only)

Reviewed By: G.S.  
Date: 7-20-17  
SPRG NO: 4162

**RIGHT-OF-WAY DEDICATION**

PART OF LOT 1-A, BLOCK 2/8125,  
JACKSON SQUARE ADDITION NO. 1  
W.P. WYCHE SURVEY, ABSTRACT NO. 1522,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
PAGE 3 OF 4



6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MLL/MCB	1"=50'	JULY 2017	2253-15.412

M:\DWG-22\2253-15.412\DWG\SURVEY C3D 2015\2253-15.412EX5.DWG

MATCH LINE (SEE PAGE 4)

LEGEND	
---	PROPERTY LINE
---	DEDICATION LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	CONTROLLING MONUMENT
(O.P.R.D.C.T.)	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
(D.R.D.C.T.)	DEED RECORDS DALLAS COUNTY TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
SF	SQUARE FEET

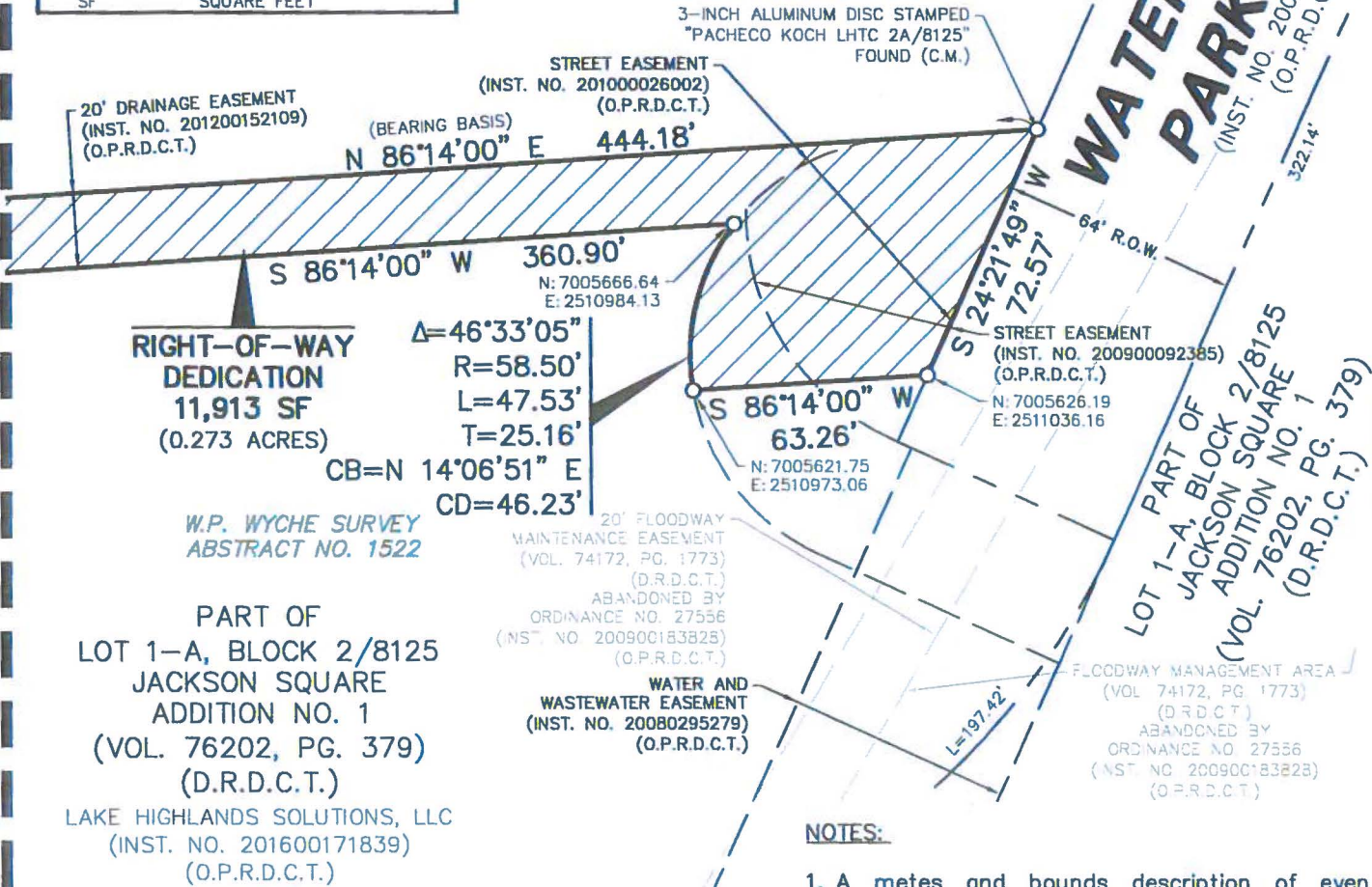


0 25 50 100

GRAPHIC SCALE IN FEET

LOT 4B, BLOCK A/8125  
LAKE HIGHLANDS TOWN CENTER,  
MULTIFAMILY NO. ONE  
(INST. NO. 201400224254)  
(O.P.R.D.C.T.)

MATCH LINE (SEE PAGE 3)



**RIGHT-OF-WAY DEDICATION**  
11,913 SF  
(0.273 ACRES)

$\Delta=46^{\circ}33'05''$   
 $R=58.50'$   
 $L=47.53'$   
 $T=25.16'$   
 $CB=N 14^{\circ}06'51'' E$   
 $CD=46.23'$

W.P. WYCHE SURVEY  
ABSTRACT NO. 1522

PART OF  
LOT 1-A, BLOCK 2/8125  
JACKSON SQUARE  
ADDITION NO. 1  
(VOL. 76202, PG. 379)  
(D.R.D.C.T.)

LAKE HIGHLANDS SOLUTIONS, LLC  
(INST. NO. 201600171839)  
(O.P.R.D.C.T.)

**WATERCREST PARKWAY**  
 (INST. NO. 200900128293)  
 (O.P.R.D.C.T.)  
 229.93'  
 322.74'  
 64' R.O.W.  
 LOT 1-A, BLOCK 2/8125  
 JACKSON SQUARE  
 ADDITION NO. 1  
 (VOL. 76202, PG. 379)  
 (D.R.D.C.T.)

- NOTES:**
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
  2. Bearing system for this survey is based on a bearing of South 86 degrees, 14 minutes, 00 seconds West, for the south line of Lot 4B, Block A/8125 according to the plat of Lots 4A and 4B, Block A/8125, Lake Highlands Town Center, Multifamily No. One, an addition to the City of Dallas, recorded in Instrument No. 201400224254 of the Official Public Records, Dallas County, Texas.
  3. Coordinates shown are Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983(2011) on grid values, no scale and no projection.

(For SPRG use only)

Reviewed By: G.S.

Date: 7-20-17

SPRG NO: 4162

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

Michael Larry Lewis, Jr. Date 7/17/17  
Registered Professional Land Surveyor No. 5773



**Pacheco Koch** 6100 WESTERN PLACE, SUITE 1001  
FORT WORTH, TX 76107 817.412.7155  
TX REG. ENGINEERING FIRM F-14439  
TX REG. SURVEYING FIRM LS-10193824

**RIGHT-OF-WAY DEDICATION**

PART OF LOT 1-A, BLOCK 2/8125,  
JACKSON SQUARE ADDITION NO. 1  
W.P. WYCHE SURVEY, ABSTRACT NO. 1522,  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
PAGE 4 OF 4

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MLL/MCB	1"=50'	JULY 2017	2253-15.412

**AGENDA ITEM # 58**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 45K

---

**SUBJECT**

An ordinance abandoning aerial rights over a portion of North Akard Street to LICGF Dallas Lofts, Inc., the abutting owner, containing approximately 187 square feet of land, located near its intersection with Elm and North Akard Streets; and authorizing the quitclaim - Revenue: \$8,509, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of aerial rights over a portion of North Akard Street to LICGF Dallas Lofts, Inc., the abutting owner. The area will be included with the property of the abutting owner for eliminating an existing building encroachment. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

Notices were sent to 91 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$8,509, plus the \$20 ordinance publication fee

**OWNER**

**LICGF Dallas Lofts, Inc.**

Heiner Franssen, President

**MAP**

Attached



Abandonment Area:



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

An ordinance providing for the abandonment of aerial rights over a portion of North Akard Street located adjacent to City Block 114 69 ½ in the City of Dallas and County of Dallas, Texas, subject to a reverter; providing for the quitclaim thereof to LICGF Dallas Lofts, Inc.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date.

**ooo0ooo**

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of LICGF Dallas Lofts, Inc., a Delaware corporation, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described tract of space, and is of the opinion that, subject to the terms conditions and reverter herein provided, said aerial rights, over a portion of North Akard Street beginning at an elevation of 436 above mean sea level and extending to an elevation of 442 above mean sea level are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter provided, for the consideration hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms conditions and reverter, hereinafter more fully set forth.

**Now, Therefore,**

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

**SECTION 1.** That the aerial rights, beginning at an elevation of 436 above mean sea level and extending to an elevation of 442 above mean sea level over the tract of land described in Exhibit A, which is attached hereto and made a part hereof, be and the



**SECTION 1.** (continued)

same is abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **EIGHT THOUSAND FIVE HUNDRED NINE AND NO/100 (\$8,509.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents QUITCLAIM unto the said **GRANTEE**, subject to the conditions, reservations and exceptions hereinafter made and with the reverter interest herein stated, all its right, title and interest in and to the aerial rights, beginning at an elevation of 436 above mean sea level and extending to an elevation of 442 above mean sea level over the tract of land hereinabove described in Exhibit A. Provided however, that if the existing encroachment situated on and adjacent to the area to be abandoned is ever: (i) partially demolished, removed or damaged and is not promptly thereafter repaired or rebuilt; (ii) substantially or totally demolished, removed or damaged; or (iii) abandoned in whole or in part by **GRANTEE**, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

**SECTION 3.** That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

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

**SECTION 4.** (continued)

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

**SECTION 5.** That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

**SECTION 7.** That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

**SECTION 8.** That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, to the extent allowed by law, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge

**SECTION 8.** (continued)

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

**SECTION 9.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 10.** That this contract is designated as Contract No. DEV-2017-00002359.

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

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

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant City Attorney

BY:   
Assistant Director

Passed \_\_\_\_\_

# EXHIBIT A

AERIAL RIGHTS ABANDONMENT  
part of N. Akard Street  
adjacent to Lot 1A, Block 114 69-1/2  
between the elevations of  
436.00' and 442.00' above mean sea level  
or between 10.5' and 16.5' above the crown of the street  
John Grigsby Survey, Abstract No. 495  
City of Dallas, Dallas County, Texas

## PROPERTY DESCRIPTION

BEING a 187 square feet (0.004 acres) tract of land situated in the John Grigsby Survey, Abstract No. 495, City and County of Dallas, Texas, and being a portion of North Akard Street (a variable width public right of way) adjacent to Block 114/69-1/2 as dedicated by Smith, Murphy and Martins Addition, recorded in Volume H, Page 83 and Volume 143, Page 403, and being more particularly described as follows but only as to the portion of aerial rights abandonment between the elevations of 436.00 feet and 442.00 feet above mean sea level:

COMMENCING at a 1/2 inch iron rod found in the southeast line of Elm Street (an 80 foot public right-of-way) created by Ordinance Book 1-A, Page 133 and in the northerly line of a tract of land described as Tract II to LICGF DALLAS LOFTS, INC. by Special Warranty Deed with Vendor's Lien as recorded in Instrument No. 201600084619 Official Public Records, Dallas County, Texas (O.P.R.D.C.T), said rod also being the northwest corner of Lot 1A, Block 114 69-1/2 of MEA Addition, an addition to the City of Dallas as recorded in Instrument No. 20070252210 O.P.R.D.C.T.;

THENCE North 76°12'01" East, along the common line between said Elm Street and said Lot 1A for a distance of 50.31 feet to a nail found at the intersection of the southwest line of aforementioned North Akard Street and said southeast line of Elm Street, said nail also being the north corner of said Lot 1A;

THENCE South 13°46'54" East, along the common line between said southwest line of North Akard Street said Lot 1A for a distance of 63.83 feet to the POINT OF BEGINNING:

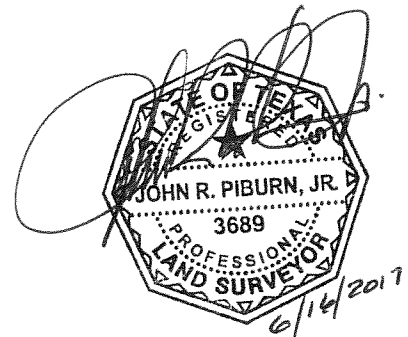
THENCE North 76°16'33" East, departing said common line and traveling over and across aforementioned North Akard Street for a distance of 5.23 feet to a corner;

THENCE South 13°43'27" East, for a distance of 35.89 feet to a corner;

THENCE South 76°14'35" West, for a distance of 5.19 feet to a corner in the aforementioned common line between the southwest line of North Akard Street Lot 1A;

THENCE North 13°46'54" West, along said common line for a distance of 35.89 feet to the POINT OF BEGINNING and containing 187 square feet, or 0.004 acres of land, more or less.

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>6/16/17</u>
SPRG NO.:	<u>3747</u>



**BASIS OF BEARINGS:**  
Bearings are based upon the easterly line of Tract II per LICGF DALLAS LOFTS, INC (S 13°46'54" E) deed as recorded in Instrument No. 201600084619 Official Public Records of Dallas County, Texas.

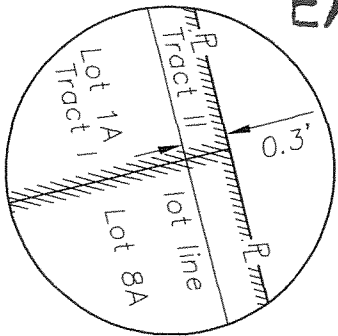
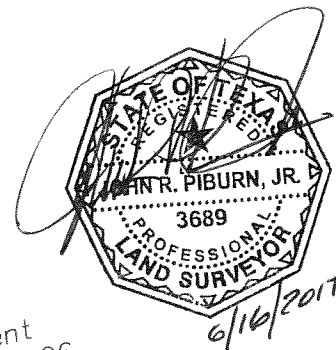
REV: June 16, 2017  
DATE: August 19, 2016  
Project No. 15099



801 East Campbell Road – Suite 575  
Richardson, Texas 75081  
Ph: 214.328.3500 Fax: 214.328.3512  
email@piburncarson.com

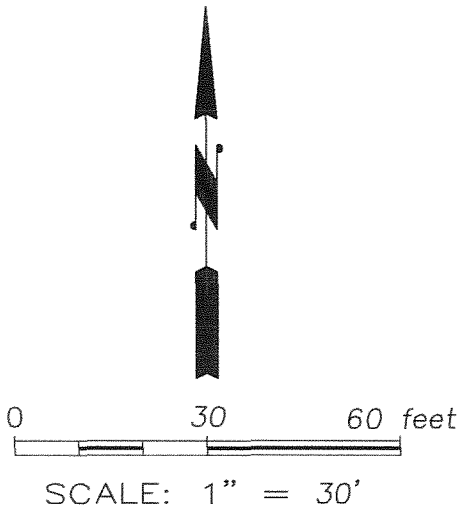
# EXHIBIT A AERIAL RIGHTS ABANDONMENT

part of N. Akard Street  
 adjacent to Lot 1A, Block 114 69-1/2  
 between the elevations of  
 436.00' and 442.00' above mean sea level  
 or between 10.5' and 16.5' above the crown of the street  
 John Grigsby Survey, Abstract No. 495  
 City of Dallas, Dallas County, Texas



**DETAIL A**  
not to scale

**ELM STREET**  
 80' public R.O.W.  
 Ordinance Book 1-A, Page 133



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 76°16'33" E	5.23'
L2	S 13°43'27" E	35.89'
L3	S 76°14'35" W	5.19'
L4	N 13°46'54" W	35.89'

**LEGEND:**

- c.m. - controlling monument
- Inst. No. - Instrument Number
- M.R.D.C.T. - Map Records, Dallas County, Texas
- O.P.R.D.C.T. - Official Public Records, Dallas County, Texas
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencing
- P - property line
- R.O.W. - right-of-way
- Ord. No. - Ordinance Number
- ac - acres
- btwn - between
- Ord - ordinance

**BASIS OF BEARINGS:**

Bearings are based upon the easterly line of Tract II per LICGF DALLAS LOFTS, INC. (S 13°46'54" E) deed as recorded in Instrument No. 201600084619 Official Public Records of Dallas County, Texas.

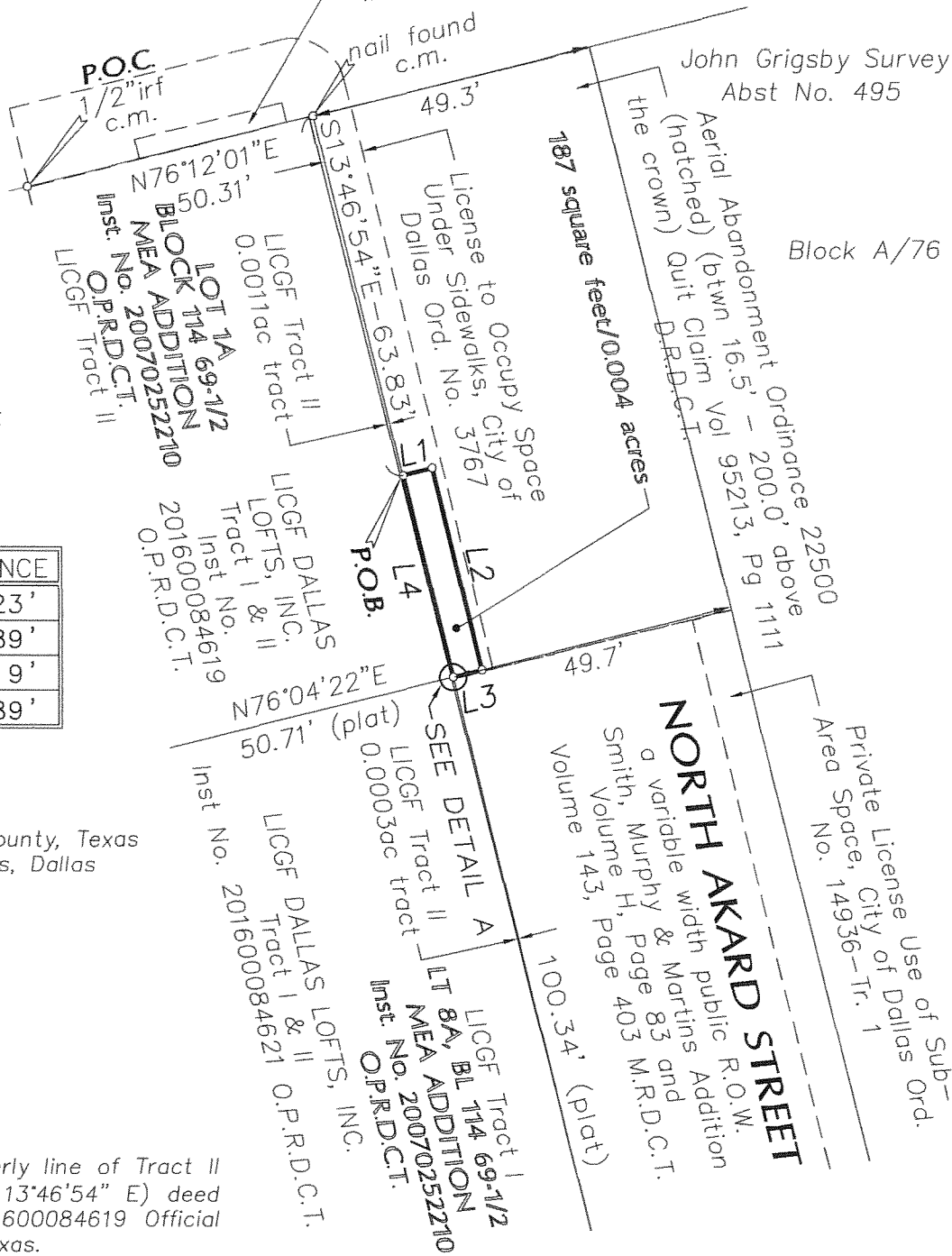
(For SPRG use only)

Reviewed By: A. Rodriguez  
 Date: 6/16/17  
 SPRG NO.: 3747

REV: June 16, 2017  
 DATE: August 19, 2016  
 Project No. 15099



801 East Campbell Road - Suite 575  
 Richardson, Texas 75081  
 Ph: 214.328.3500 Fax: 214.328.3512  
 email@piburncarson.com



**AGENDA ITEM # 59**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 36B

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**SUBJECT**

An ordinance abandoning a utility easement to Lincoln LAG, LTD., the abutting owner, containing approximately 3,555 square feet of land, located near the intersection of Matilda and Milton Streets - Revenue: \$5,400, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of a utility easement to Lincoln LAG, LTD., the abutting owner. The area will be included with the property of the abutting owner for the expansion of a grocery store. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$5,400, plus the \$20 ordinance publication fee

**OWNER**

**Lincoln LAG, LTD.**

Akard Ervay, Inc.

William C. Duvall, President

**MAP**

Attached





NORTHWAY DRIVE

**BLOCK G/5402**

MATILDA STREET

MILTON STREET

MILTON STREET

ABANDONMENT AREA



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

An ordinance providing for the abandonment and relinquishment of a utility easement, located in City Block G/5402 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Lincoln LAG, LTD.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

**ooo0ooo**

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Lincoln LAG, LTD., a Texas limited partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

**Now, Therefore,**

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

**SECTION 1.** That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto

**SECTION 1.** (continued)

and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

**SECTION 3.** That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

**SECTION 5.** That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

**SECTION 7.** That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

**SECTION 8.** That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended.

**SECTION 8.** (continued)

References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

**SECTION 9.** That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said utility easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement, to be provided by **GRANTEE** and acceptable to the Director of Department of Sustainable Development and Construction, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Department of Sustainable Development and Construction; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Department of Sustainable Development and Construction. All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

**SECTION 10.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 11.** That this contract is designated as Contract No. DEV-2017-00002234.

**SECTION 12.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant City Attorney

BY:   
Assistant Director

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

UTILITY EASEMENT ABANDONMENT  
LINCOLN L.A.G. ADDITION  
LOT 1A, BLOCK G/5402  
W.P. CARDER SURVEY, ABSTRACT NO. 282  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

Being a 3,555 square foot (0.0816 acres) tract of land situated in the W. P. Carder Survey, Abstract No. 282, City of Dallas, Dallas County, Texas, being part of Lot 1A, Block G/5402, Lincoln L.A.G. Addition, an addition to the City of Dallas according to the plat recorded in Volume 2002023, Page 35, Deed Records, Dallas County, Texas, being part of that tract (Tract 2) conveyed to Lincoln LAG, LTD. by Special Warranty Deed recorded in Instrument No. 201400120831, Official Public Records, Dallas County, Texas, and being a part of a Retained Utility Easement by Ordinance No. 24702 as shown on said Lincoln L.A.G. Addition, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod with yellow plastic cap stamped "RLG INC" found for corner at the intersection of the west right-of-way line of Matilda Street (variable width right-of-way as created by Street Easement recorded in Volume 5149, Page 314, Deed Records, Dallas County, Texas) and the cut-off line between the west right-of-way line of said Matilda Street and the south right-of-way line of East Lovers Lane (variable width right-of-way as created by said Street Easement), said corner being the southerly northeast corner of said Lot 1A;

**THENCE** South 00° 02' 20" East along the west right-of-way line of said Matilda Street, the west line of said Street Easement and the east line of said Lot 1A a distance of 425.10 feet to a 1/2" iron rod with a yellow plastic cap stamped "RLG INC" set at the **POINT OF BEGINNING**, said rod being the southeast corner of the terminus of said Matilda Street, the most southerly southeast corner of said Street Easement and the northwest corner of said Retained Utility Easement;

**THENCE** South 89° 15' 00" East along the south terminus of said Matilda Street, the south line of said Street Easement and the north line of said Retained Utility Easement a distance of 18.93 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, from which a found P.K. nail bears South 89° 15' 00" East a distance of 74.00 feet;

**THENCE** South 00° 06' 08" West, departing the south terminus of said Matilda Street, the south line of said Street Easement and the north line of said Retained Utility Easement, a distance of 190.00 feet to a P.K. nail set for corner;

**THENCE** South 89° 57' 40" West a distance of 18.46 feet to a P.K. nail set for corner in the west line of said Retained Utility Easement;

**THENCE** North 00° 02' 20" West along the west line of said Retained Utility Easement a distance of 190.26 feet to the **POINT OF BEGINNING** and containing 3,555 square feet or 0.0816 acres, more or less.

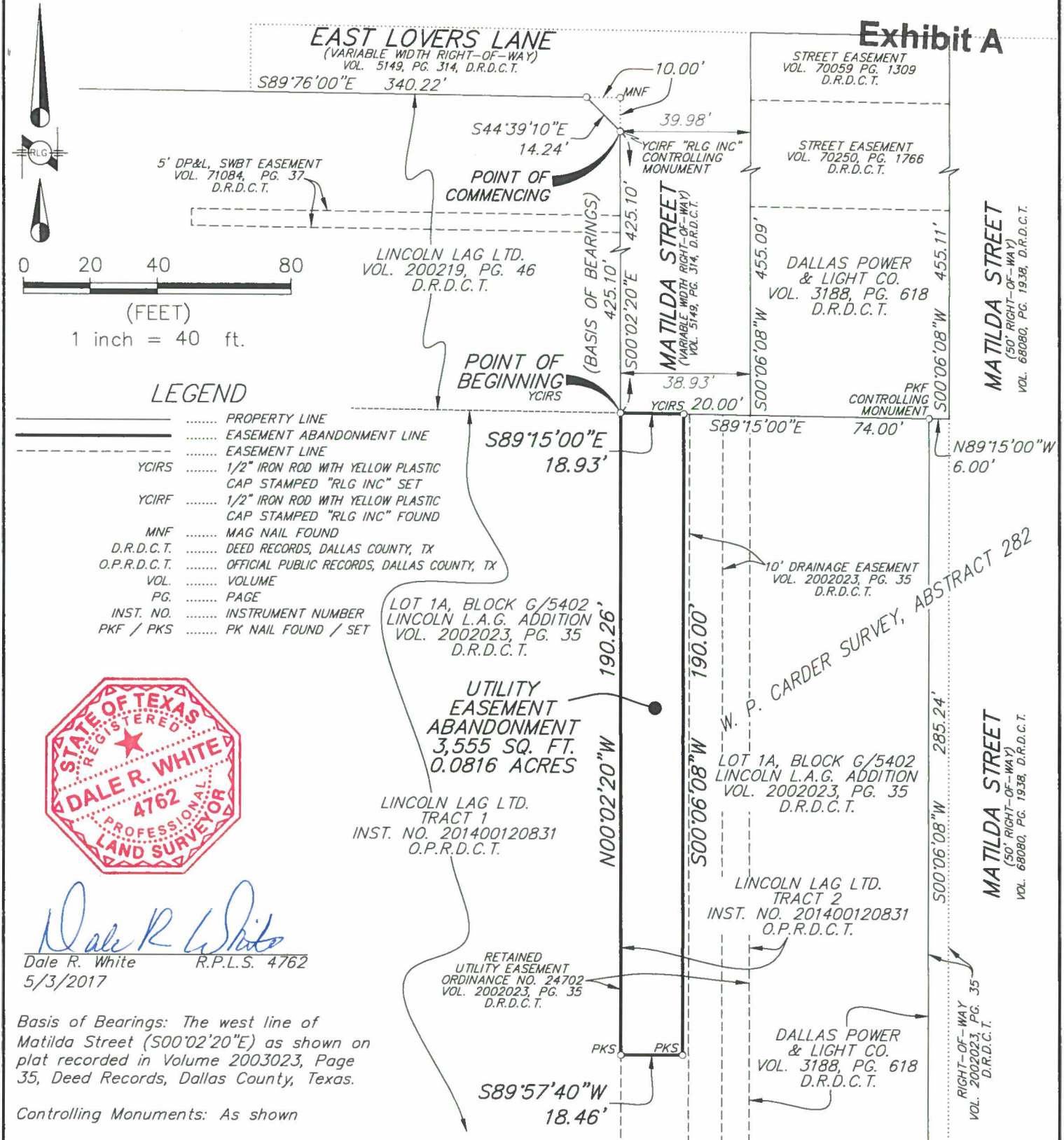
Basis of Bearings: The west line of Matilda Street (S00°02'20"E) as shown on plat recorded in Volume 2003023, Page 35, Deed Records, Dallas County, Texas.

  
Dale R. White R.P.L.S. NO. 4762  
5/3/2017



(For SPRG use only)	
Reviewed By:	<u>G.S.</u>
Date:	<u>6-12-17</u>
SPRG NO.:	<u>4153</u>

# Exhibit A



## LEGEND

- ..... PROPERTY LINE
- ..... EASEMENT ABANDONMENT LINE
- ..... EASEMENT LINE
- YCIRS ..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
- YCIRF ..... 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" FOUND
- MNF ..... MAG NAIL FOUND
- D.R.D.C.T. .... DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.D.C.T. .... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
- VOL. .... VOLUME
- PG. .... PAGE
- INST. NO. .... INSTRUMENT NUMBER
- PKF / PKS ..... PK NAIL FOUND / SET



*Dale R. White*  
 Dale R. White R.P.L.S. 4762  
 5/3/2017

Basis of Bearings: The west line of Matilda Street (S00°02'20"E) as shown on plat recorded in Volume 2003023, Page 35, Deed Records, Dallas County, Texas.

Controlling Monuments: As shown

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

## UTILITY EASEMENT ABANDONMENT LINCOLN L.A.G. ADDITION LOT 1A, BLOCK G/5402 W.P. CARDER SURVEY, ABSTRACT NO. 282 CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)  
 Reviewed By: G.S.  
 Date: 6-12-17  
 SPRG NO.: 4153

SCALE	1" = 40'	DATE	5/3/2017	SHEET	2 OF 2
JOB NO.	16356.10	E-FILE	16356.10	DWG NO.	26,581X



**AGENDA ITEM # 60**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 43U

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**SUBJECT**

An ordinance abandoning a drainage and utilities easement to The Pecan Deluxe Candy Company, the abutting owner, containing approximately 6,661 square feet of land, located near the intersection of Lone Star Drive and Postal Way - Revenue: \$5,400, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of a drainage and utilities easement to The Pecan Deluxe Candy Company, the abutting owner. The area will be included with the property of the abutting owner for expansion of the existing warehouse facility. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

Revenue - \$5,400, plus the \$20 ordinance publication fee

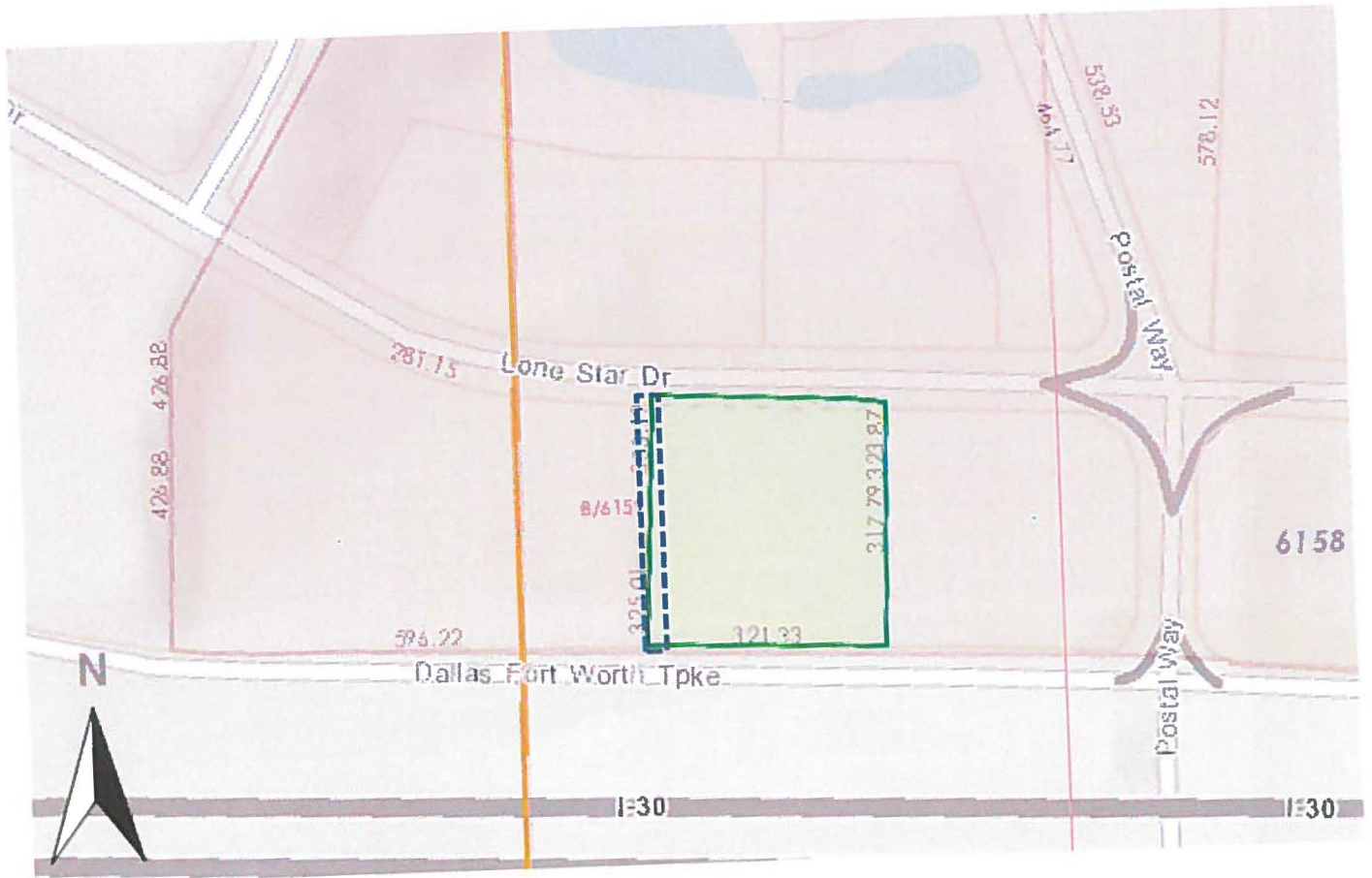
**OWNER**

**The Pecan Deluxe Candy Company**

Jay Brigham, President

**MAP**

Attached



Log 44737

Applicant: The Pecan Deluxe Candy Company

Abandonment area:



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

An ordinance providing for the abandonment and relinquishment of a drainage and utilities easement, located in City Block B/6159 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to The Pecan Deluxe Candy Company; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

**ooo0ooo**

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of The Pecan Deluxe Candy Company, a Texas corporation; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

**WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth.

**Now, Therefore,**

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

**SECTION 1.** That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

**SECTION 3.** That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

**SECTION 4.** That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

**SECTION 5.** That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

**SECTION 7.** That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

**SECTION 8.** That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall ensure Engineering design plans for 311T-9322 are approved by the City of Dallas ("city"), 3-way contracts are executed, and have the public infrastructure inspected and approved by the city.


**SECTION 10.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 11.** That this contract is designated as Contract No. DEV-2017-00002487.

**SECTION 12.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant City Attorney

BY:   
Assistant Director

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

**DRAINAGE & UTILITIES EASEMENT ABANDONMENT**

**LONE STAR PARK**

**A PORTION OF BLOCK B/6159**

**L.G. COOMBS SURVEY, ABSTRACT NO. 289**

**CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**Exhibit A**

BEING A 6,661 SQUARE FOOT (0.1529 ACRE) TRACT OF LAND SITUATED IN THE L.G. COOMBS SURVEY, ABSTRACT NO. 289, BEING A PORTION OF BLOCK B/6159 OF LONE STAR PARK, AN ADDITION TO THE CITY OF DALLAS, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 73157, PAGE 1793 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.), AND BEING A PORTION OF A CALLED 2.407 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO THE PECAN DELUXE CANDY COMPANY RECORDED IN INSTRUMENT NO. 201600030312, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING A PORTION OF A CALLED 5.93 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED (WITH VENDOR'S LIEN RETAINED BY THIRD PARTY) TO THE PECAN DELUXE CANDY COMPANY RECORDED IN VOLUME 93166, PAGE 5880, D.R.D.C.T., SAID 6,661 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 30, (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS RECORDED IN VOLUME 73179, PAGE 240, D.R.D.C.T. AND VOLUME 73179, PAGE 0222 D.R.D.C.T., WITH THE WEST RIGHT-OF-WAY LINE OF POSTAL WAY (80-FOOT PUBLIC RIGHT-OF-WAY), AS RECORDED IN VOLUME 73157, PAGE 1793, D.R.D.C.T, SAME BEING THE MOST SOUTHERLY CORNER OF A REMAINDER OF A CALLED 4.814 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO DALLAS SOCIETY FOR THE PREVENTION OF CRUELTY OF ANIMALS D/B/A/ SPCA OF TEXAS RECORDED IN INSTRUMENT NO. 20070221971, O.P.R.D.C.T., FROM WHICH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" FOUND BEARS SOUTH 30°56'19 EAST, A DISTANCE OF 0.17 FEET;

**THENCE**, IN A WESTERLY DIRECTION ALONG THE COMMON LINE OF SAID DALLAS SOCIETY FOR THE PREVENTION OF CRUELTY OF ANIMALS D/B/A/ SPCA OF TEXAS TRACT OF LAND, SAID 2.407 ACRE TRACT OF LAND, SAID 5.93 ACRE TRACT OF LAND AND SAID NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 30, THE FOLLOWING:

NORTH 86°17'48" WEST, A DISTANCE OF 63.93 FEET TO A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" FOUND FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,893.79 FEET;

NORTHWESTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°36'18", FOR AN ARC LENGTH OF 131.57 FEET, A CHORD BEARING OF NORTH 87°35'57" WEST AND A CHORD DISTANCE OF 131.56 FEET TO THE POINT OF TANGENCY;

NORTH 88°54'06" WEST, AT A DISTANCE OF 113.99 FEET PASSING THE SOUTHEAST CORNER OF SAID 2.407 ACRE TRACT OF LAND, CONTINUING A TOTAL DISTANCE OF 425.32 FEET TO THE **POINT OF BEGINNING**;

NORTH 88°54'06" WEST, AT A DISTANCE OF 10.00 FEET PASSING A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 2.407 ACRE TRACT OF LAND, SAME POINT BEING THE SOUTHEAST CORNER OF SAID 5.93 ACRE TRACT OF LAND, CONTINUING A TOTAL DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 02°13'22" EAST, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID 5.93 ACRE TRACT OF LAND, A DISTANCE OF 333.23 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF SAID 5.93 ACRE TRACT OF LAND AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SAID LONE STAR DRIVE, (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS RECORDED IN VOLUME 73157, PAGE 1793, D.R.D.C.T,

(For SPRG use only)

Reviewed by: GS Date: 8-4-17 SPRG NO: 4145



**DRAINAGE & UTILITIES EASEMENT ABANDONMENT  
LONE STAR PARK  
A PORTION OF BLOCK B/6159  
L.G. COOMBS SURVEY, ABSTRACT NO. 289  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**Exhibit A**

**THENCE** SOUTH 87°47'13" EAST, ALONG THE COMMON LINE OF SAID 5.93 ACRE TRACT OF LAND, SAID 2.407 ACRE TRACT OF LAND AND THE SOUTH RIGHT-OF-WAY LINE OF SAID LONE STAR DRIVE, AT A DISTANCE OF 10.00 FEET PASSING A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "W.A.I." FOUND FOR THE NORTHEAST CORNER OF SAID 5.93 ACRE TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF SAID 2.407 ACRE TRACT OF LAND, CONTINUING A TOTAL DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

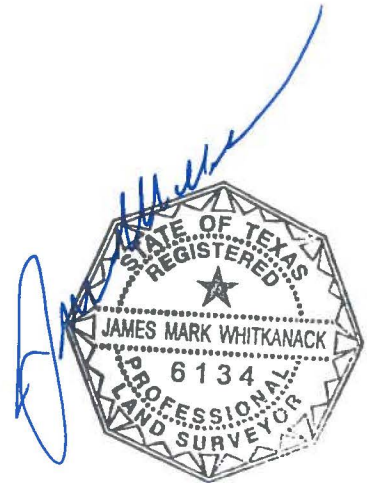
**THENCE** SOUTH 02°13'22" WEST, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID 2.407 ACRE TRACT OF LAND, A DISTANCE OF 332.84 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 6,661 SQUARE FEET OR 0.1529 ACRES OF LAND.

**NOTES:**

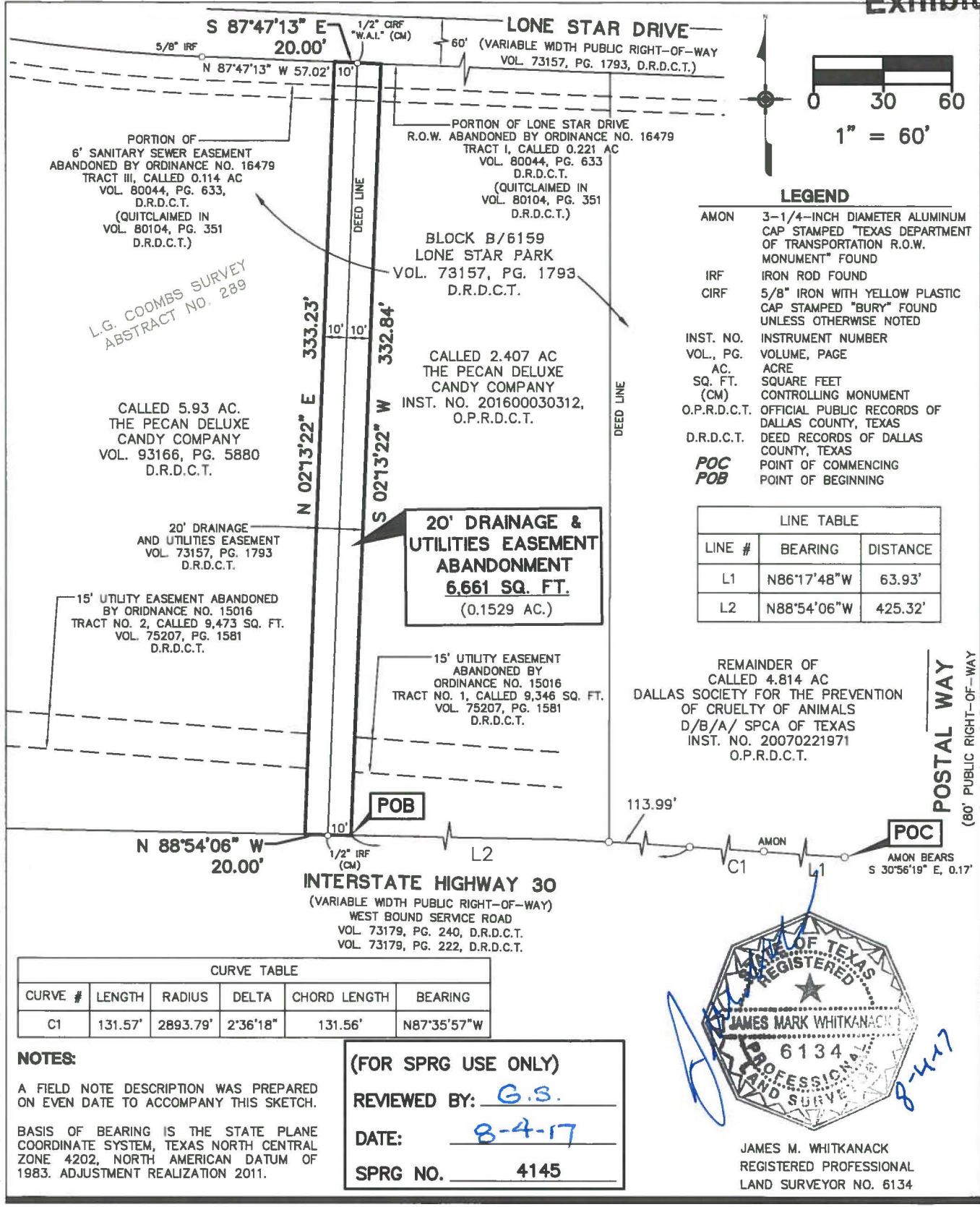
A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CITED HEREIN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.



(For SPRG use only)

Reviewed by: G.S. Date: 8-4-17 SPRG NO: 4145



(FOR SPRG USE ONLY)  
 REVIEWED BY: G.S.  
 DATE: 8-4-17  
 SPRG NO. 4145

STATE OF TEXAS  
 REGISTERED  
 JAMES MARK WHITKANACK  
 6134  
 PROFESSIONAL  
 LAND SURVEYOR  
 8-4-17  
 JAMES M. WHITKANACK  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6134

V:\2222\active\222210603\survey\exhibits\10603v\_de\_exh.dwg at Aug 03, 2017 - 2:26pm

**AGENDA ITEM # 61**

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 23X Y

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**SUBJECT**

An ordinance amending Ordinance No. 29383, previously approved on June 25, 2014, as amended by Ordinance No. 30094, previously approved on May 25, 2016 as amended by Ordinance No. 30272, previously approved on December 14, 2016, which abandoned a portion of Straightway Drive, located near the intersection of Straightway Drive and Northwest Highway to Northwest Overlake L.L.C. and Rizos Family Partnership L.P. to extend the final replat and dedication requirement from 39 months to 45 months - Revenue: \$5,400, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the amendment of Ordinance No. 29383, which abandoned a portion of Straightway Drive, previously approved on June 25, 2014, as amended by Ordinance No. 30094, which extended the final replat from two years to 30 months, previously approved on May 25, 2016, as amended by Ordinance No. 30272, which extended the final replat from 30 months to 39 months, previously approved on December 14, 2016, to Northwest Overlake, L.L.C. and Rizos Land Group Northwest Highway, LLC, the abutting owners.

This amendment will allow for the extension of the final replat and dedication requirement from 39 months to 45 months.

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

On June 25, 2014, City Council authorized an ordinance abandoning a portion of Straightway Drive to Northwest Overlake, L.L.C. and Rizos Family Partnership, Ltd., authorizing the quitclaim, and providing for the dedication of pedestrian access easement areas by Resolution No. 14-1040; Ordinance No. 29383.

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

On May 25, 2016, City Council authorized an ordinance amending Ordinance 29383, previously approved on June 25, 2014, which abandoned a portion of Straightway Drive to Northwest Overlake, L.L.C. and Rizos Land Group Northwest Highway, LLC to extend the final replat and dedication requirement from two years to 30 months by Resolution No. 16-0822; Ordinance No. 30094.

On December 14, 2016, City Council authorized an ordinance amending Ordinance No. 29383, amended Ordinance No. 30094, previously approved on May 25, 2016, which abandoned a portion of Straightway Drive to Northwest Overlake, L.L.C. and Rizos Land Group, Northwest Highway, LLC to extend the final replat from two years to 39 months and alter dedication requirements by Resolution No. 16-1940; Ordinance No. 30272.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 11, 2017.

## **FISCAL INFORMATION**

Revenue - \$5,400, plus the \$20 ordinance publication fee

## **OWNERS**

### **Northwest Overlake L.L.C.**

Oxford Enterprises, Inc.

Anthony Swartz, President

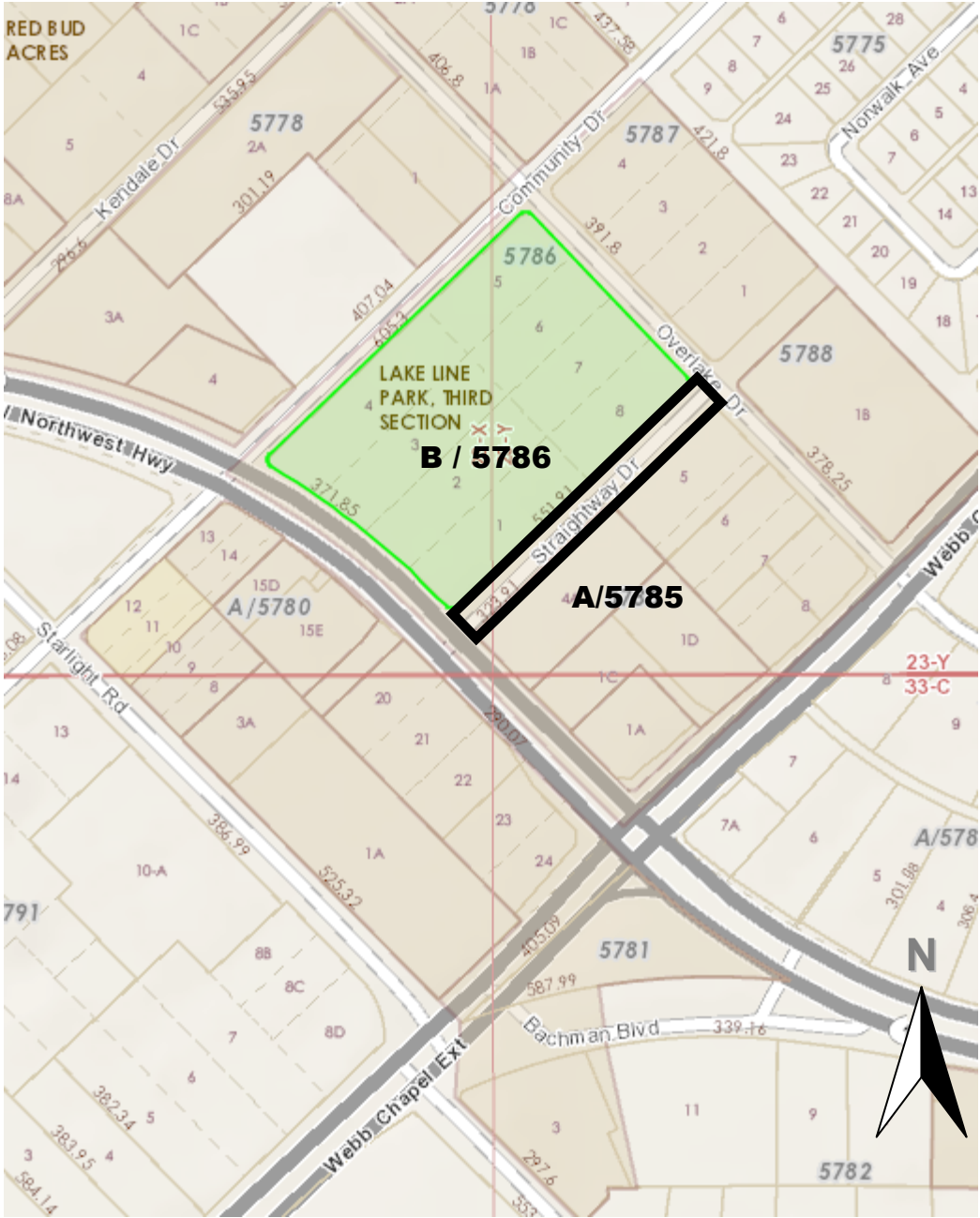
### **Rizos Land Group Northwest Highway, LLC**

Olympic Pizza Inc., General Partner

Nick Rizos, President

## **MAP**

Attached



Abandonment Area:

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

An ordinance amending Ordinance No. 29383, as amended by Ordinance No's. 30094 and 30272, by altering Section 9 thereof to extend the 39 month deadline to replat and dedicate needed easements; providing for consideration to be paid to the City of Dallas; providing for payment of the publication fee; providing a savings clause; and providing an effective date.

oooOooo

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

**SECTION 1.** That Ordinance No. 29383 adopted by the City Council of the City of Dallas on June 25, 2014, as amended by Ordinance No. 30094 adopted by City Council of the City of Dallas on May 25, 2016, as amended by Ordinance No. 30272 adopted by City Council of the City of Dallas on December 14, 2016, be and the same is hereby amended by altering and amending Section 9:

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- A) Submit application for a preliminary plat within one year of the effective date of this ordinance and record a final replat of the adjoining properties within ~~two years~~ ~~30~~ ~~39~~ 45 months of the effective date of this ordinance showing any dedication by easement made necessary as noted in Section 9B below and as shown in the replacement Exhibit C hereto attached. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area and the dedicated property are located, after its approval by the City Plan Commission of the City of Dallas. This abandonment shall not be effective unless and until this dedication is completed and failure to record a final replat in accordance with the term of this section shall render this ordinance null and void and of no further effect. Further, the final replat shall be recorded in the official real property records of the county in which the abandoned area is located before a certified copy of this ordinance shall be delivered to **GRANTEE**.

**SECTION 2.** That, as consideration for amending Ordinance No 29383, as amended by Ordinance No. 30094, as amended by Ordinance No. 30272, Northwest Overlake, L.L.C. and Rizos Land Group Northwest Highway, LLC agrees to pay monetary consideration in the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** to the City of Dallas, and, by its tender thereof, accepts the terms and conditions of this ordinance.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction–Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.


**SECTION 4.** That the terms and conditions of Ordinance No. 29383, as amended by Ordinance No. 30094, as amended by Ordinance No. 30272, shall remain in full force and effect except as amended hereby.

**SECTION 5.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and the filing of the final replat set forth in Section 9, and completion of the dedication set forth in Section 9, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one (1) year after its passage.

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provision of the Charter of the City of Dallas and it is accordingly so ordained.

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

DAVID COSSUM, Director  
Department of Sustainable Development and  
Construction

BY:   
Assistant City Attorney

BY:   
Assistant Director

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



**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Trinity Watershed Management

**CMO:** Jody Puckett, 670-3390

**MAPSCO:** 45S

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**SUBJECT**

Authorize the conveyance of a utility easement and right-of-way containing a total of approximately 47,849 square feet of land to Oncor Electric Delivery Company LLC for the installation, use and maintenance of electric facilities across City-owned land located on Riverfront Boulevard near its intersection with Zangs Boulevard - Financing: No cost consideration to the City

**BACKGROUND**

This item authorizes the conveyance of an easement and right-of-way to Oncor Electric Delivery Company LLC, located on Riverfront Boulevard near its intersection with Zangs Boulevard. This easement and right-of-way will allow for the installation, use and maintenance of electric facilities to service the Able No. 3 Stormwater Pump Station.

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

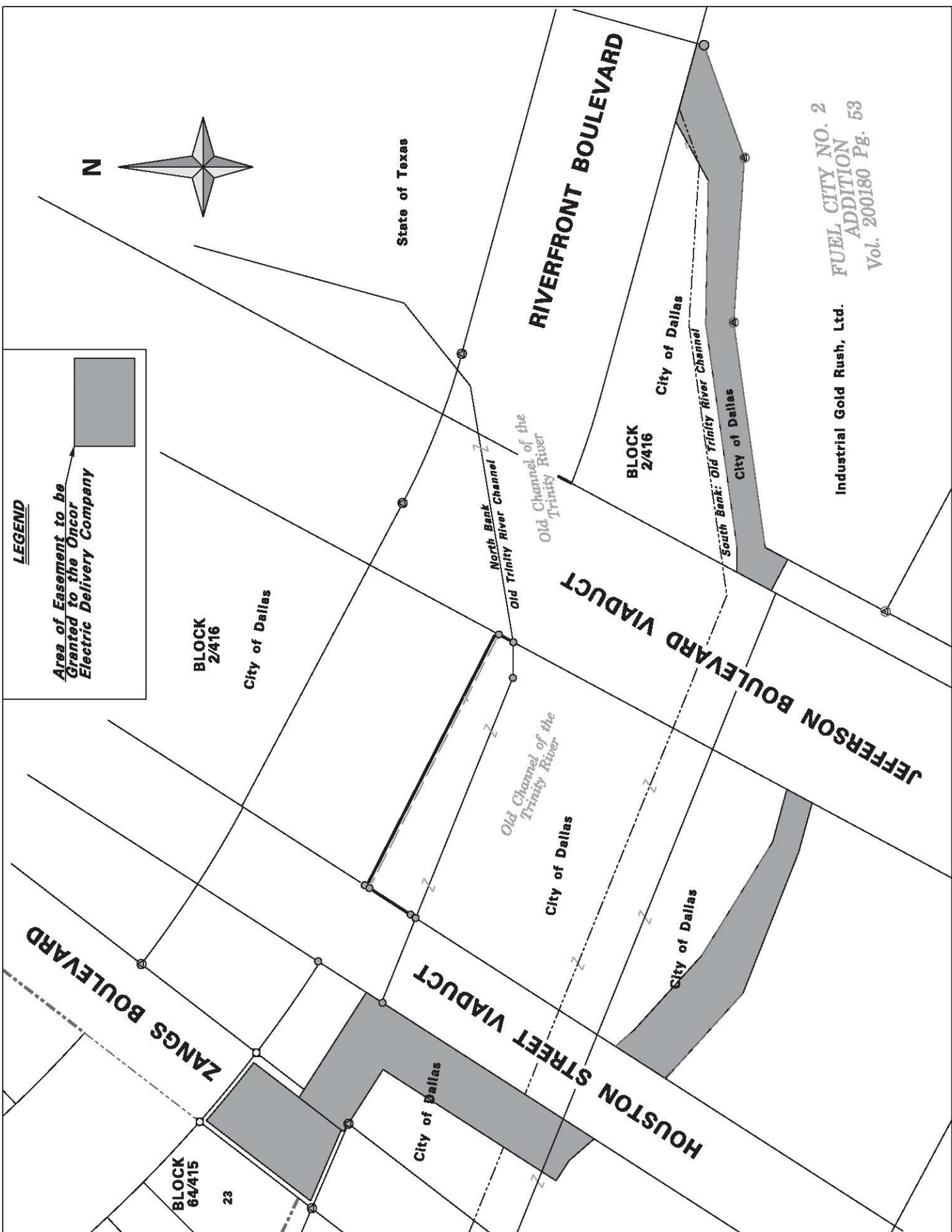
Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainable Committee on September 11, 2017.

**FISCAL INFORMATION**

No cost consideration to the City.

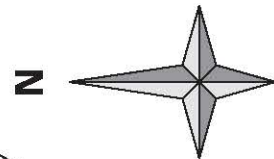
**MAP**

Attached



**LEGEND**

Area of Easement to be  
Granted to the Oncor  
Electric Delivery Company



FUEL CITY NO. 2  
ADDITION  
Pg. 53  
Vol. 200180

Industrial Gold Rush, Ltd.

September 13, 2017

**WHEREAS**, the City of Dallas owns certain land being part of Blocks 64/415 and 2/416, Dallas, Dallas County, Texas, which is currently being developed for use as the Able No. 3 Stormwater Pump Station, being the same land conveyed to the City of Dallas by Texas Senate Bill 44 dated March 30, 1925, deed recorded in Volume 3099, Page 64, deed recorded in Volume 74029, Page 777, deed recorded in Instrument Number 201500137580, a portion of Zangs Boulevard, abandoned, closed and vacated recorded in Instrument Number 201600319092, and unimproved portions of Zangs Boulevard and South Riverfront Boulevard, conveyed by deed recorded in Volume 221, Page 25 and abandoned and quitclaimed in Ordinance Number 30488 of the Official Public Records of Dallas County Texas; and

**WHEREAS**, Oncor Electric Delivery Company LLC has requested an Easement and Right-of-Way containing a total of approximately 47,849 square feet of land, being more fully described in Exhibit A, attached hereto and incorporated herein for all purposes (the Easement); for the installation, use and maintenance of electric facilities; and

**WHEREAS**, the City of Dallas needs and desires said utility service to provide service to the Able No. 3 Stormwater Pump Station.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager or his designee is hereby authorized to execute and deliver to Oncor Electric Delivery Company LLC, an Easement and Right-of-Way to be attested by the City Secretary upon approval as to form by the City Attorney, for the installation, use and maintenance of electric facilities to service the Able No. 3 Storm Water Pump Station, as to a total of approximately 47,849 square feet of land described in Exhibit A.

**SECTION 2.** That this contract is designated as Contract No. TWM-2017-00002666.

**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.

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

BY:

  
\_\_\_\_\_  
Assistant City Attorney

**Field Notes Describing a 7,512 Square Foot (0.172 Acre)  
Electrical Easement in Zangs Boulevard  
To Be Conveyed To The Oncor Electric Delivery Company**

Being a 7,512 Square Foot, or 0.172 Acre portion of Zangs Boulevard, an 80-foot wide street Right-of-Way conveyed to the City of Dallas by A.M. Cockrell by deed dated September 7, 1897 and recorded in Volume 221, Page 25 of the Deed Records of Dallas County, Texas, said property lying in the John Neely Bryan Survey, Abstract Number 149, in the City and County of Dallas, Texas, between City Blocks 64/415 and 2/416 (Official City of Dallas Block Numbers), and being a portion of that part of Zangs Boulevard abandoned by City of Dallas Ordinance Number 30488, and being more particularly described as follows:

**BEGINNING** at the most Northerly corner of the herein described tract of land (not monumented), *from which* a Mag Nail with washer set at the most Easterly corner of Lot 23, Block 64/415 of the Industrial Improvement Project Addition, Unit 2, an addition to the City of Dallas recorded in Volume 5, Page 415 of the Map Records of Dallas County, Texas, being also the intersection of the Southwest Right-of-Way line of Riverfront Boulevard (a 130-foot wide Right-of-Way at this point, as shown on said addition plat), with the Northwest Right-of-Way line of said Zangs Boulevard bears North  $13^{\circ}14'54''$  West a distance of 5.16 feet:

**THENCE** Southeasterly, at all times 3.00 feet measured perpendicularly from and concentrically with the Southwest line of Riverfront Boulevard produced, and along a Curve to the Left, having a Radius of 1,214.28 feet, a Central Angle of  $3^{\circ}11'32''$ , an Arc Distance of 67.65 feet and a Chord which bears South  $50^{\circ}31'22''$  East a distance of 67.64 feet to the most Easterly corner of the herein described tract of land (not monumented):

**THENCE** South  $37^{\circ}37'36''$  West, over and across a portion of Zangs Boulevard and being at all times 8.39 feet measured perpendicularly from and parallel with the Southeast line of Zangs Boulevard a distance of 101.74 feet to the most Southerly corner of the herein described tract of land (not monumented):

**THENCE** North  $66^{\circ}37'34''$  West, continuing over and across a portion of Zangs Boulevard and being at all times 1.50 feet measured perpendicularly from and parallel with the Southwest line of the above said portion Zangs Boulevard abandoned by said city ordinance, a distance of 69.76 feet to the most Westerly corner of the herein described tract of land (not monumented):

Field Notes Describing a 7,512 Square Foot (0.172 Acre)  
Electrical Easement in Zangs Boulevard  
To Be Conveyed To The Oncor Electric Delivery Company

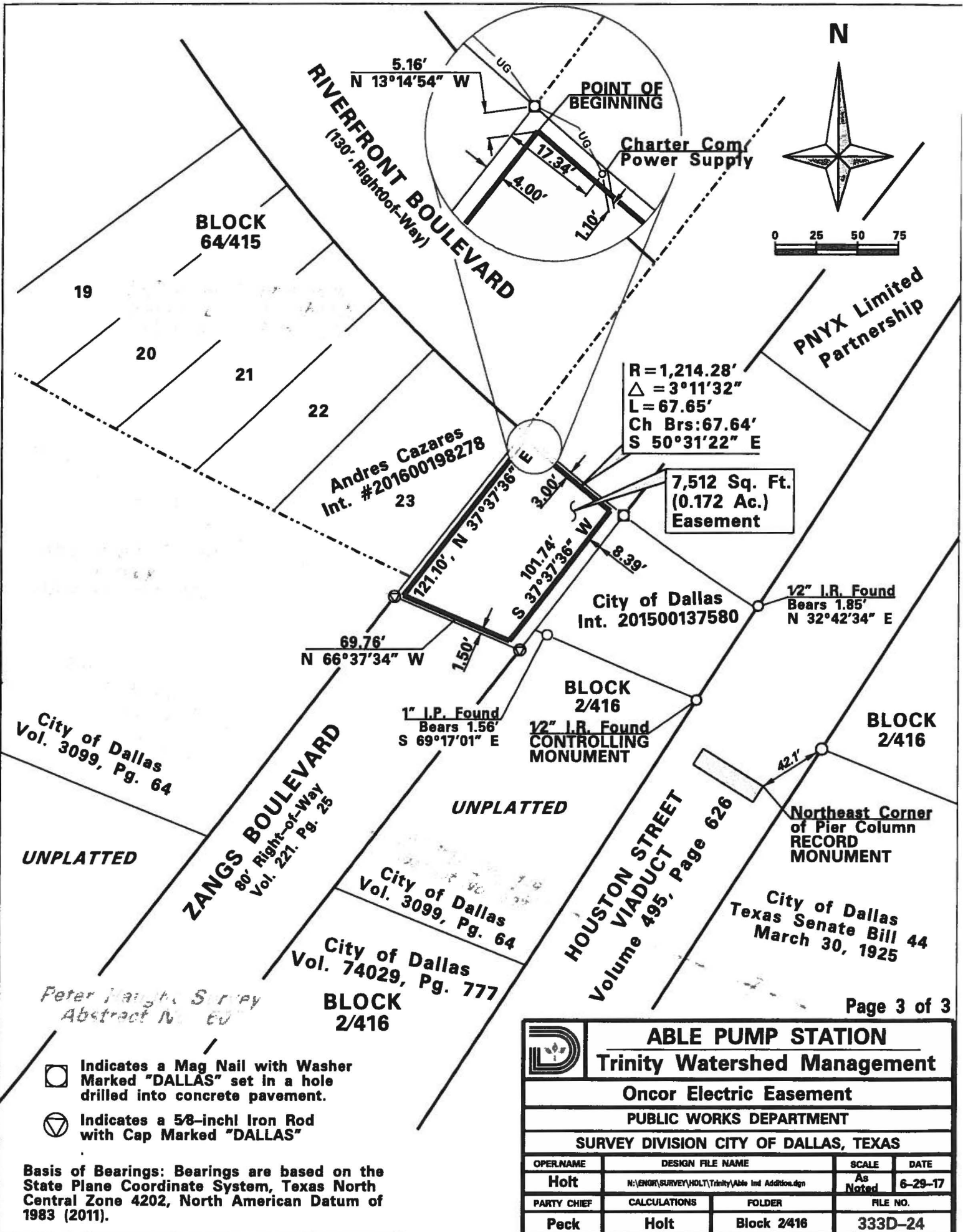
**THENCE** North 37°37'36" East, continuing over and across a portion of Zangs Boulevard and being at all times 4.00 feet measured perpendicularly from and parallel with the Northwest line of Zangs Boulevard, which is also the Southeast boundary line of the above said Trinity Industrial Improvement Project Addition, Unit 2, for a distance of 121.10 feet to the **POINT OF BEGINNING**, containing 7,512 Square Feet, or 0.172 Acres of land.

**BASIS OF BEARINGS:** Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

*Scott Holt*

*6/29/2017*





- Indicates a Mag Nail with Washer Marked "DALLAS" set in a hole drilled into concrete pavement.
- Indicates a 5/8-inch Iron Rod with Cap Marked "DALLAS"

Basis of Bearings: Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

<b>ABLE PUMP STATION</b>			
<b>Trinity Watershed Management</b>			
<b>Oncor Electric Easement</b>			
<b>PUBLIC WORKS DEPARTMENT</b>			
<b>SURVEY DIVISION CITY OF DALLAS, TEXAS</b>			
OPERNAME	DESIGN FILE NAME	SCALE	DATE
Holt	N:\ENGR\SURVEY\HOLT\TrinityAble Ind Addn.dgn	As Noted	6-29-17
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
Peck	Holt	Block 2/416	333D-24

**Field Notes Describing a 15,029 Square Foot (0.345 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company**

Note: All coordinates are State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011), Grid Values.

Being a 15,029 Square Foot, or 0.345 Acre parcel of unplatted land lying in the John Neely Bryan Survey, Abstract No. 149 and the Peter Haught Survey, Abstract No. 607, in Block 2/416 (Official City of Dallas Block Numbers) in the City of Dallas, Dallas County, Texas, and being a portion of five tracts of land conveyed to the City of Dallas:

1. The bed of the Trinity River, by Texas Senate Bill 44, Dated March 30, 1925.
2. A strip of land parallel to the bed of the Trinity River, by deed recorded in Volume 3099, Page 64 of the Deed Records of Dallas County, Texas.
3. Gift Deed from the Trinity Industrial Properties Corporation, recorded in Volume 74029, Page 777 of the Deed Records of Dallas County, Texas.
4. A tract of land conveyed to the City of Dallas by deed recorded in Instrument Number 201500137580 of the Official Public Records of Dallas County, Texas.
5. A portion of Zangs Boulevard, Abandoned, Closed and Vacated, as recorded in Instrument Number 201600319092 of the Official Public Records of Dallas County, Texas.

said property lying Southwesterly of Riverfront Boulevard (a variable width Right-of-Way), and generally between Zangs Boulevard (an 80-foot wide Right of Way as recorded in Volume 221, Page 25 of the Deed Records of Dallas County, Texas), and the Houston Street Viaduct (an 80-foot wide Right-of-Way as recorded in Volume 495, Page 626 of the Deed Records of Dallas County, Texas), and being more particularly described as follows:

**BEGINNING** at a 5/8 inch diameter iron rod with cap marked "DALLAS" (hereinafter referred to as a "5/8" I.R. w/COD Cap") set on the Northwest Right-of-Way line of said Houston Street Viaduct (N: 6966677.66; E: 2487865.63):

**THENCE** South 32°42'26" West with the said Northwest line of the Houston Street Viaduct, pass at 17.11 feet a 1/2" diameter iron rod found at the Southeast corner of the tract conveyed to the City of Dallas recorded in Instrument Number 201500137580, and continuing for a total distance of 242.60 feet to a 5/8" I.R. w/COD Cap set at the most Southerly corner of the herein described tract of land (N: 6966473.56; E: 2487734.56):

Field Notes Describing a 15,029 Square Foot (0.345 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company

**THENCE** departing the said Northwest line of the Houston Street Viaduct, over and across portions of said City of Dallas properties the following courses and distances:

North 41°01'49" West a distance of 29.76 feet to a 5/8" I.R. w/COD Cap set at an inside corner of the herein described tract of land:

North 57°17'34" West a distance of 21.43 feet to a 5/8" I.R. w/COD Cap set at an outside corner of the herein described tract of land:

North 32°42'26" East a distance of 184.26 feet to a 5/8" I.R. w/COD Cap set at an inside corner of the herein described tract of land:

North 57°17'34" West, pass at 57.64 feet a 5/8" I.R. w/COD Cap set at the intersection with the Southeast Right-of-Way line of the above referenced Zangs Boulevard, and continuing for a total distance of 66.08 feet to an outside corner of the herein described tract of land (unable to monument):

North 37°37'36" East a distance of 50.18 feet to outside corner of the herein described tract of land (unable to monument):

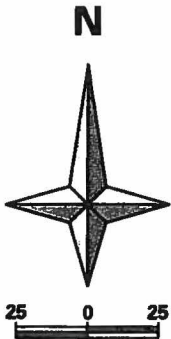
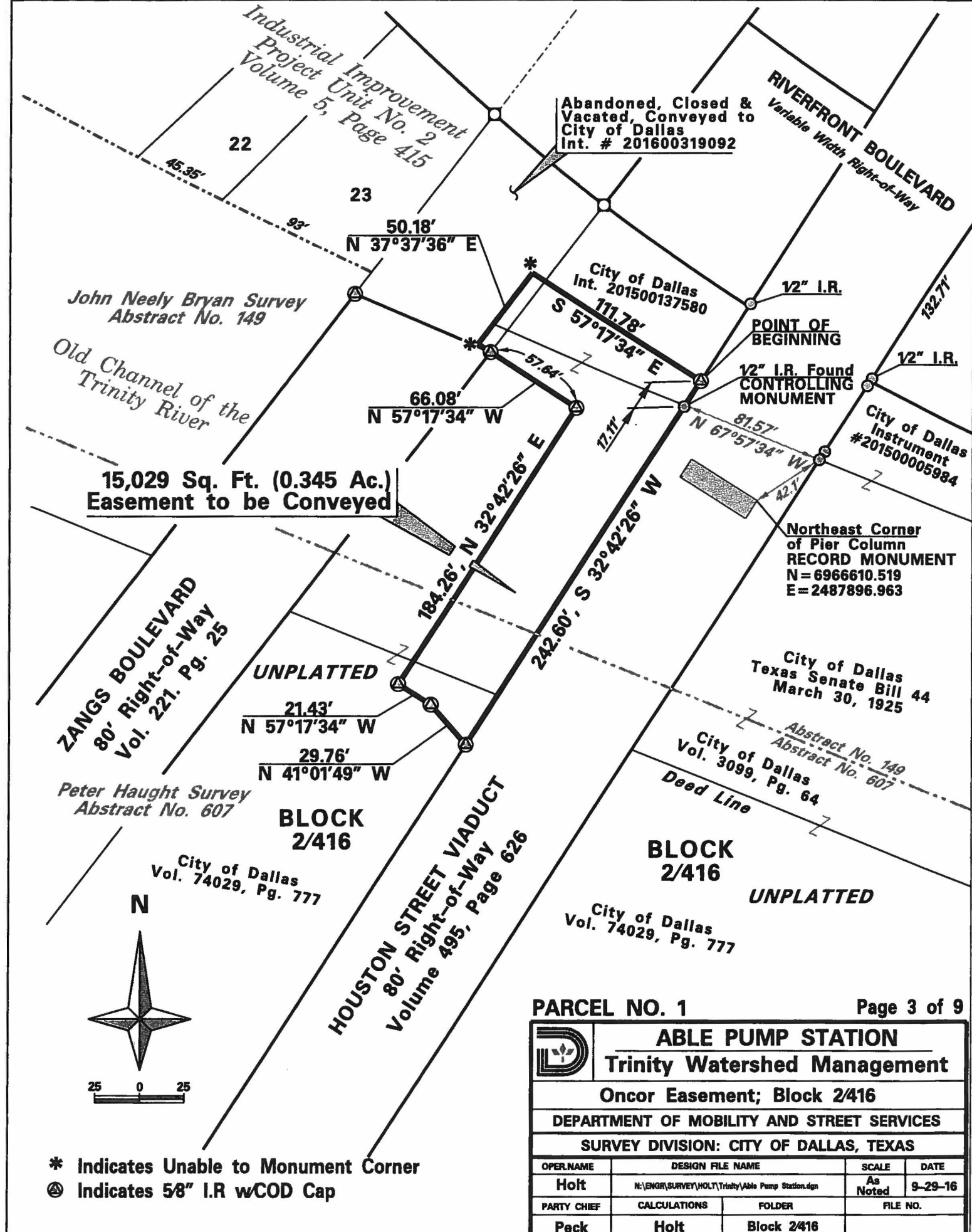
**THENCE** South 57°17'34" East a distance of 111.78 feet to the **POINT OF BEGINNING**, containing 15,029 Square Feet, or 0.345 Acres of land.

**BASIS OF BEARINGS:** Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

*Scott Holt*  
11/21/2016







\* Indicates Unable to Monument Corner  
 ⓐ Indicates 58" I.R wCOD Cap

<b>PARCEL NO. 1</b>				<b>Page 3 of 9</b>			
<b>ABLE PUMP STATION</b>							
<b>Trinity Watershed Management</b>							
<b>Oncor Easement; Block 2/416</b>							
<b>DEPARTMENT OF MOBILITY AND STREET SERVICES</b>							
<b>SURVEY DIVISION: CITY OF DALLAS, TEXAS</b>							
OPERNAME	DESIGN FILE NAME				SCALE	DATE	
Holt	N:\ENGR\SURVEY\HOLT\Trinity\Able Pump Station.dgn				As Noted	9-29-16	
PARTY CHIEF	CALCULATIONS	FOLDER		FILE NO.			
Peck	Holt	Block 2/416					

Field Notes Describing an 11,241 Square Foot (0.258 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company

Note: All coordinates are State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011), Grid Values.

Being an 11,241 Square Foot, or 0.258 Acre parcel of unplatted land lying in the Peter Haught Survey, Abstract No. 607, in Block 2/416 (Official City of Dallas Block Numbers) in the City of Dallas, Dallas County, Texas, and being a portion of the Gift Deed from the Trinity Industrial Properties Corporation, recorded in Volume 74029, Page 777 of the Deed Records of Dallas County, Texas, said property lying Southwesterly of Riverfront Boulevard, and between the Houston Street Viaduct (an 80-foot wide Right of Way as recorded in Volume 495, Page 626 of the Deed Records of Dallas County, Texas), and the Jefferson Boulevard Viaduct (a 150-foot wide Right-of-Way as recorded in Volume 5071, Page 142 of the Deed Records of Dallas County, Texas), and being more particularly described as follows:

**BEGINNING** at a 5/8-inch diameter iron rod with cap marked "DALLAS" (hereinafter referred to as a "5/8" I.R. w/COD Cap") set on the Northwest Right-of-Way line of said Jefferson Boulevard Viaduct (N: 6966300.92; E: 2488047.49):

**THENCE** South 28°15'00" West with the said Northwest line of the Jefferson Boulevard Viaduct a distance of 25.68 feet to a 5/8" I.R. w/COD Cap set at the Southeast corner of the herein described tract of land (N: 6966278.31; E: 2488035.34):

**THENCE** departing the said Northwest line of the Houston Street Viaduct, over and across a portion of said City of Dallas property the following courses and distances:

North 74°55'17" West a distance of 45.75 feet to a 5/8" I.R. w/COD Cap set at an exterior corner of the herein described tract of land:

North 68°23'47" West a distance of 135.93 feet to a 5/8" I.R. w/COD Cap set at an exterior corner of the herein described tract of land:

North 47°41'19" West a distance of 103.10 feet to a 5/8" I.R. w/COD Cap set at the intersection with the Southeast Right-of-Way line of the above said Houston Street Viaduct:

Field Notes Describing an 11,241 Square Foot (0.258 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company

North 32°42'26" East with the said Southeast line of the Houston Street Viaduct a distance of 53.35 feet to an outside corner of the herein described tract of land (unable to monument) *from which* a ½-inch diameter iron rod found at the Southwest corner of a tract of land conveyed to the City of Dallas, as recorded in Instrument Number 201500005984 bears North 32°42'26" East a distance of 212.65 feet:

South 41°01'49" East, departing the last said Southeast line of the Houston Street Viaduct, over and across a portion of said City of Dallas property a distance of 22.42 feet to an inside corner of the herein described tract of land (unable to monument):

South 47°41'19" East, over and across a portion of said City of Dallas property, a distance of 89.72 feet to an inside corner of the herein described tract of land (unable to monument):

South 58°01'39" East a distance of 120.11 feet to a Mag Nail with washer marked "CITY OF DALLAS" set in a hole drilled in concrete at an inside corner of the herein described tract of land:

THENCE South 74°55'17" East a distance of 48.84 feet to the **POINT OF BEGINNING**, containing 11,241 Square Feet, or 0.258 Acres of land.

**BASIS OF BEARINGS:** Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

Scott Holt  
11/21/2012



**ZANGS BLVD.**  
80' Right-of-Way  
Vol. 221, Pg. 25

12" I.R. Found  
CONTROLLING  
MONUMENT

John Neely Bryan Survey  
Abstract No. 149

City of Dallas  
Int. #201500005984

UNPLATTED

**HOUSTON  
STREET  
VIADUCT**

80' Right-of-Way  
Volume 495, Page 626  
22.65' N 32°42'26" E

Northeast Corner  
of Pier Column  
RECORD MONUMENT  
N=6966610.519  
E=2487896.963

Old Channel of the  
Trinity River

City of Dallas  
Texas Senate Bill 44  
March 30, 1925

UNPLATTED

Abstract No. 149  
Abstract No. 607  
City of Dallas  
Vol. 3099, Pg. 64  
Deed Line

53.35'  
N 32°42'26" E

22.42'  
S 41°01'49" E

89.72'  
S 47°41'19" E

120.11'  
S 58°01'39" E

48.84'  
S 74°55'17" E

**BLOCK  
2/416**

11,241 Sq. Ft. (0.258 Ac.)  
Easement to be Conveyed

UNPLATTED

City of Dallas  
Vol. 74029, Pg. 777

Peter Haught Survey  
Abstract No. 607

**JEFFERSON  
BOULEVARD  
VIADUCT**

150' Right-of-Way  
Volume 5071, Page 142

N



- \* Indicates Unable to Monument Corner
- ⊙ Indicates 58" I.R wCOD Cap

PARCEL NO. 2

Page 6 of 9

<b>ABLE PUMP STATION</b> <b>Trinity Watershed Management</b>			
<b>DEPARTMENT OF MOBILITY AND STREET SERVICES</b>			
<b>SURVEY DIVISION: CITY OF DALLAS, TEXAS</b>			
OPERNAME	DESIGN FILE NAME	SCALE	DATE
Holt	N:\ENGR\SURVEY\HOLT\Trinity\Able Pump Station.dgn	As Noted	9-29-16
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
Peck	Holt	Block 2/416	

**Field Notes Describing a 14,067 Square Foot (0.323 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company**

Note: All coordinates are State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011), Grid Values.

**Being** a 14,067 Square Foot, or 0.323 Acre parcel of unplatted land lying in the John Neely Bryan Survey, Abstract No. 149 and the Peter Haught Survey, Abstract No. 607, in Block 2/416 (Official City of Dallas Block Numbers) in the City of Dallas, Dallas County, Texas, and being a portion of three tracts of land conveyed to the City of Dallas:

1. The bed of the Trinity River, by Texas Senate Bill 44, Dated March 30, 1925.
2. A strip of land parallel to the bed of the Trinity River, by deed recorded in Volume 3099, Page 64 of the Deed Records of Dallas County, Texas.
3. Gift Deed from the Trinity Industrial Properties Corporation, recorded in Volume 74029, Page 777 of the Deed Records of Dallas County, Texas.

said property lying Southwesterly of Riverfront Boulevard (a variable width Right-of-Way), and Southeasterly of the Jefferson Boulevard Viaduct (a 150-foot wide Right of Way as recorded in Volume 5071, Page 142 of the Deed Records of Dallas County, Texas), and being more particularly described as follows:

**BEGINNING** at a one-inch diameter iron rod found on the Northwest line of Lot 1, Block A/3409 of the Fuel City No. 2 Addition, an addition to the City of Dallas recorded in Volume 200180, Page 53 of the Deed Records of Dallas County, Texas, from which a 3-in Aluminum Disc stamped "R.S.C.I. RPLS 5034" found in concrete (hereinafter referred to as "3"Alum. Disc") at the intersection of said Northwest line of Lot 1 with the Southwest line of said Riverfront Boulevard bears North 70°12'02" East a distance of 11.21 feet:  
(N: 6966375.16; E: 2488713.65):

**THENCE** South 70°12'02" West with the said North line of Lot 1, pass at 14.79' the common North corner of Lot 1 and Lot 2 of said Fuel City No. 2 Addition, and continuing with the said North line of Lot 1 for a total distance of 107.06 feet to a 3" Alum. Disc found at an inside corner of the herein described tract of land:

**THENCE** North 86°16'55" West, continuing with the said North line of Lot 2 a distance of 147.89 to a 3" Alum. Disc found at an outside corner of the herein described tract of land:

**Field Notes Describing a 14,067 Square Foot (0.323 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company**

**THENCE** South 82°02'32" West, continuing with the said North line of Lot 2 a distance of 203.34 feet to a 3" Alum. Disc found at an inside corner of the herein described tract of land:

(N: 6966320.36; E: 2488264.11):

**THENCE** South 28°02'21" West, with the Northwest line of said Lot 2 a distance of 22.98 feet to an outside corner of the herein described tract of land (unable to monument):

**THENCE** North 61°57'39" West, departing the last said Northwest line of Lot 2, over and across portions of said City of Dallas properties a distance of 31.64 feet to a 5/8-inch diameter iron rod with cap marked "Dallas" (hereinafter referred to as "5/8" I.R. w/COD Cap") set at the intersection with the Southeast line of the above said Jefferson Boulevard Viaduct:

**THENCE** North 28°15'00" East, with the said Southeast line of the Jefferson Boulevard Viaduct a distance of 34.80 feet to an outside corner of the herein described tract of land (unable to monument):

**THENCE** Northeasterly, departing the last said Southeast line of Jefferson Boulevard Viaduct, over and across portions of said City of Dallas properties the following courses and distances:

North 89°37'51" East a distance of 23.32 feet to a 5/8" I.R. w/COD Cap set at an inside corner of the herein described tract of land:

North 82°02'32" East A distance of 201.33 feet to a 5/8" I.R. w/COD Cap set at an outside corner of the herein described tract of land:

South 88°55'28" East a distance of 127.93 feet to a 5/8" I.R. w/COD Cap set at an inside corner of the herein described tract of land:

North 61°02'52" East a distance of 60.61 feet to a 5/8" I.R. w/COD Cap set at the intersection with the above said Southwest line of Riverfront Boulevard:

Field Notes Describing a 14,067 Square Foot (0.323 Acre)  
Electrical Easement In Block 2/416  
To Be Conveyed To The Oncor Electric Delivery Company

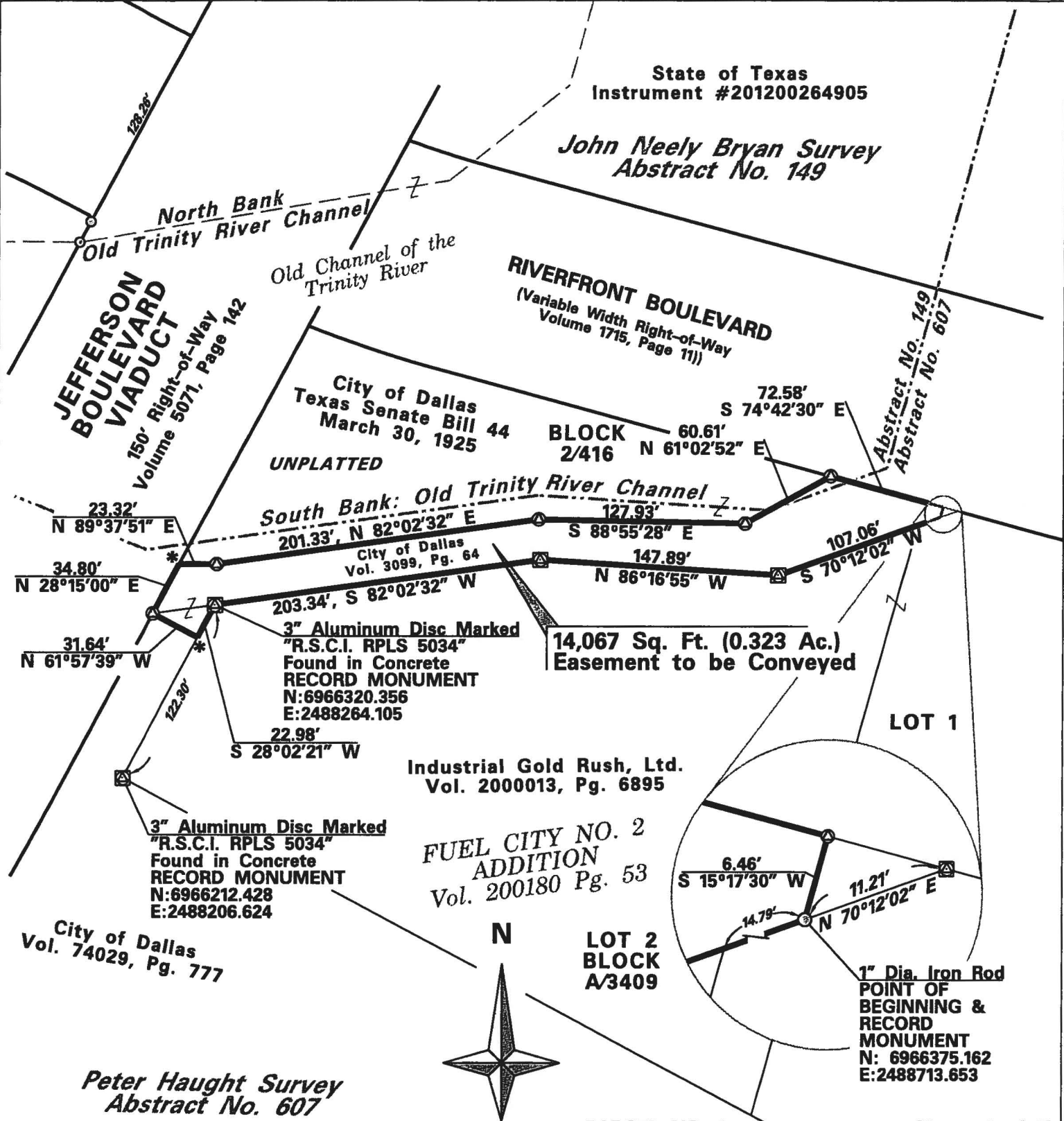
**THENCE** South 74°42'30" East with the said Southwest line of Riverfront Boulevard a distance of 72.58 feet to the **POINT OF BEGINNING**, containing 14,067 Square Feet, or 0.323 Acres of land.

**BASIS OF BEARINGS:** Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

*Scott Holt*  
*11/21/2016*



John Neely Bryan Survey  
Abstract No. 149



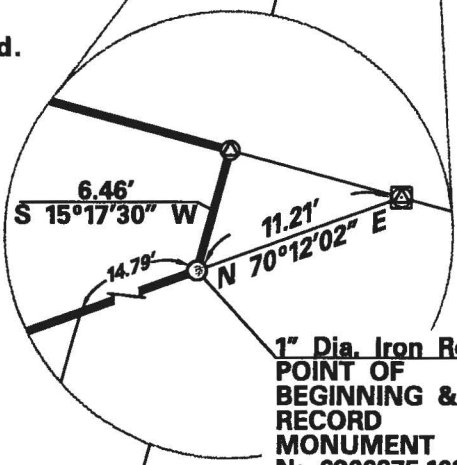
Abstract No. 149  
Abstract No. 607

LOT 1

Industrial Gold Rush, Ltd.  
Vol. 2000013, Pg. 6895

FUEL CITY NO. 2  
ADDITION  
Vol. 200180 Pg. 53

LOT 2  
BLOCK  
A/3409



1" Dia. Iron Rod  
POINT OF  
BEGINNING &  
RECORD  
MONUMENT  
N: 6966375.162  
E:2488713.653

City of Dallas  
Vol. 74029, Pg. 777

Peter Haught Survey  
Abstract No. 607

PARCEL NO. 3 Sheet 10 of 10

<b>ABLE PUMP STATION</b>			
<b>Trinity Watershed Management</b>			
Oncor Easement; Block 2/416			
DEPARTMENT OF MOBILITY AND STREET SERVICES			
SURVEY DIVISION: CITY OF DALLAS, TEXAS			
OPERNAME	DESIGN FILE NAME	SCALE	DATE
S. Holt	N:\ENGR\SURVEY\HOLT\Trinity\Able Pump Station.dgn	As Noted	11-17-16
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
S. Holt	S. Holt	Trinity UPRR Properties	

- ⊠ Indicates 3" Alum. Disc Marked "R.S.C.I. RPLS 5034"
- \* Indicates Unable to Monument Corner
- ⊙ Indicates 5/8" I.R wCOD Cap



**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Trinity Watershed Management

**CMO:** Jody Puckett, 670-3390

**MAPSCO:** 45S

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**SUBJECT**

Authorize an increase in the construction services contract with BAR Constructors, Inc. to increase the scope of work associated with the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Pump Station - Not to exceed \$625,860, from \$68,624,468 to \$69,250,328 – Financing: 2012 Bond Funds

**BACKGROUND**

The 2006 Bond Program comprised of \$334 million for storm drainage and flood management projects, includes funds for design of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Pump Station. The 2012 Bond Program provided additional funds necessary for the construction of the Able No. 3 Pump Station. The Able No. 3 Pump Station project, located at 615 South Riverfront Boulevard, will provide 100-year flood protection to a large industrial and commercial area in Dallas that has flooded several times in recent years. The pump station has a total pumping capacity of 880,000 gallons per minute.

The Water Resources Development Act of 2007 provided authorization for the Dallas Floodway Project, which includes the Balanced Vision Plan and Interior Drainage Plan for the East and West Levees. The Able No. 3 Pump Station is part of the Interior Drainage Plan and has been released for construction by the U.S. Army Corps of Engineers. This construction serves as a portion of the City of Dallas’ in-kind credit towards the construction of the Dallas Floodway Project. This contract is being fully coordinated with the U.S. Army Corps of Engineers with respect to their ongoing development of the Dallas Floodway Environmental Impact Statement and future construction activities.

On August 27, 2014, City Council authorized award of a construction contract to BAR Constructors, Inc. for the construction of the Able No. 3 Pump Station, in an amount not to exceed \$68,275,000, by Resolution No. 14-1391.

**BACKGROUND** (continued)

On June 22, 2016, City Council authorized Change Order No. 1 to the contract with BAR Constructors, Inc. for modifications to the construction of the Able No. 3 Pump Station. The change order addressed various elements identified during construction to increase the constructability of the pump station, including additional Concrete Modified Crushed Concrete material and a drain pipe with bedding material behind the retaining walls, as well as changes requested by Dallas Water Utilities for the 24 inch water main aerial crossing.

This action will authorize Change Order No. 2 to the contract with BAR Constructors, Inc. for modifications to the construction of the Levee Drainage System – Sump A Improvements. This change order will address various elements identified during construction including modifications to structural and security elements of the building and site, modifications to the emergency generator support and changes requested by Oncor.

**ESTIMATED SCHEDULE OF PROJECT**

Began Design	November 2008
Completed Design	June 2014
Began Construction	November 2014
Complete Construction	October 2018

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

On November 10, 2008, City Council authorized a professional services contract with HDR Engineering, Inc. for design of the Levee Drainage System – Sump A Improvements by Resolution No. 08-3133.

On April 13, 2011, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HDR Engineering, Inc., for design of the Levee Drainage System – Sump A Improvements to add items associated with the sump improvements and to comply with the Federal Emergency Management Agency's redundancy requirements by Resolution No. 11-0961.

On February 12, 2014, City Council authorized a Discretionary Service Agreement between the City and Oncor Electric Delivery Company, LLC. to relocate an existing 138 kilovolt electric transmission on Oncor's East Levee-West Industrial Line by Resolution No. 14-0336.

On August 27, 2014, City Council authorized a professional services contract with Jacobs Engineering Group, Inc., for construction management services during construction by Resolution No. 14-1390.

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

On August 27, 2014, City Council authorized award of a contract to BAR Constructors, Inc. for the construction of the Levee Drainage System – Sump A Improvements by Resolution No. 14-1391.

On August 27, 2014, City Council authorized a professional services contract with Kleinfelder Central, Inc. to provide construction material testing during the construction of the Levee Drainage System – Sump A Improvements by Resolution No. 14-1392.

On August 27, 2014, City Council authorized the Facilities Extension Agreement contract with Oncor Electric Delivery Company, LLC. for the extension of Standard Delivery System facilities and an alternate feed for each service by Resolution No. 14-1393.

On August 27, 2014, City Council authorized a Discretionary Service Agreement between the City and Oncor Electric Delivery Company LLC. for additional costs relating to the relocation of an existing 138 kilovolt electric transmission on Oncor's East Levee-West Industrial line in conjunction with the Levee Drainage System – Sump A Improvements by Resolution No. 14-1394.

On August 27, 2014, City Council authorized Supplemental Agreement No. 4 to the professional services contract with HDR Engineering, Inc., for design support services during construction by Resolution No. 14-1395.

On June 22, 2016, City Council authorized Change Order No. 1 to the construction contract with Bar Constructors, Inc. for modifications to the construction of the Levee Drainage System – Sump A to address various elements identified during construction that should increase the constructability of the pump station, including additional Concrete Modified Crushed Concrete (CMCC) material and drain pipe with bedding material behind the retaining walls, and changes requested by Dallas Water Utilities for the 24 inch water main aerial crossing by Resolution No. 16-1084.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

2012 Bond Funds - \$625,859.62

Design	\$ 4,333,000.00
Supplemental Agreement No. 1	\$ 5,052,772.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 4	\$ 1,601,730.00
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6	\$ 0.00
Supplemental Agreement No. 7	\$ <u>0.00</u>
 Total Design Cost	 \$10,987,502.00
 Construction	 \$68,275,000.00
Change Order No. 1	\$ 349,468.28
Change Order No. 2 (this action)	\$ <u>625,859.62</u>
 Total Construction Cost	 \$69,250,327.90

**M/WBE INFORMATION**

See attached.

**OWNER**

**BAR Constructors, Inc.**

Isidro Arrambide, Jr., President

**MAP**

Attached

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize an increase in the construction services contract with BAR Constructors, Inc. to increase the scope of work associated with the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Pump Station - Not to exceed \$625,860, from \$68,624,468 to \$69,250,328 – Financing: 2012 Bond Funds

BAR Constructors, 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 - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$378,935.78	60.55%
Non-local contracts	\$246,923.84	39.45%
<b>TOTAL THIS ACTION</b>	<b>\$625,859.62</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
K&A Steel, LLC	HFDB78703N0418	\$3,000.00	0.79%
BAR Constructors, Inc.	HMMB47224Y1218	\$257,156.98	67.86%
Lafer & Associates	WFWBC260900118	\$113,675.00	30.00%
<b>Total Minority - Local</b>		<b>\$373,831.98</b>	<b>98.65%</b>

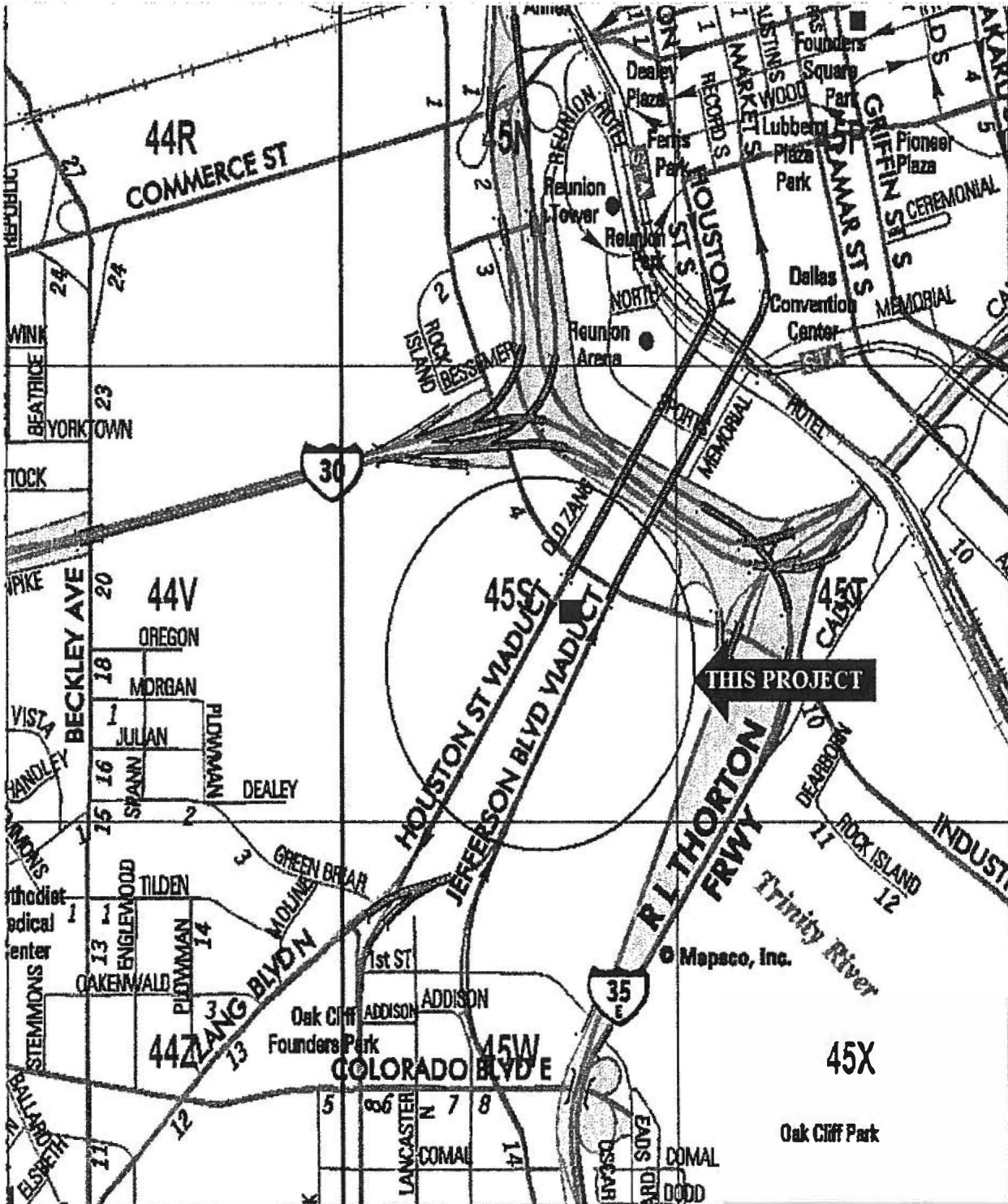
#### Non-Local Contractors / Sub-Contractors

None

### 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	\$260,156.98	41.57%	\$30,165,055.67	43.56%
Asian American	\$0.00	0.00%	\$10,000.00	0.01%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$113,675.00	18.16%	\$3,384,842.00	4.89%
<b>Total</b>	<b>\$373,831.98</b>	<b>59.73%</b>	<b>\$33,559,897.67</b>	<b>48.46%</b>

Levee Drainage System Sump A Improvements  
(Able No. 3 Storm Water Pump Station)



MAPSCO 45-S

September 13, 2017

**WHEREAS**, on November 10, 2008, City Council authorized a professional services contract with HDR Engineering, Inc. for design of Levee Drainage System – Sump A improvements in an amount not to exceed \$4,333,000; and a professional services contract with URS Corporation for preparation of 35 percent design plans and specifications for Charlie Pump Station, Delta Pump Station, Hampton Pump Station, Trinity-Portland Pump Station with connecting culverts, and Nobles Branch Culverts, to meet federal requirements of the Water Resources Development Act of 2007, in an amount not to exceed \$3,600,000, by Resolution No. 08-3133; and

**WHEREAS**, on April 13, 2011, City Council authorized Supplemental Agreement No. 1 to the professional services contract with HDR Engineering, Inc., to complete the design of an 875,000 gallons per minute pump station, to add items associated with the sump improvements and to comply with Federal Emergency Management Agency’s redundancy requirements for pump stations of Levee Drainage System – Sump A Improvements not to exceed \$5,052,772, from \$4,333,000 to \$9,385,772, by Resolution No. 11-0961; and

**WHEREAS**, on January 10, 2014, Administrative Action No. 14-5250 authorized Supplemental Agreement No. 2 to the professional services contract with HDR Engineering, Inc., for additional design services on the Levee Drainage System – Sump A Improvements to comply with recommendations made by the United States Army Corps of Engineers and the Texas Parks and Wildlife Department with zero cost, having no effect on the contract amount; and

**WHEREAS**, on February 12, 2014, City Council authorized a Discretionary Service Agreement between the City and Oncor Electric Delivery Company LLC to relocate an existing 138 kilovolt electric transmission on Oncor’s East Levee-West Industrial line for the Able Pump Station Improvement Project, in an amount not to exceed \$273,173.60, by Resolution No. 14-0336; and

**WHEREAS**, on June 5, 2014, Administrative Action No. 14-6047 authorized Supplemental Agreement No. 3 to the professional services contract with HDR Engineering, Inc., for additional design services on the Levee Drainage System – Sump A Improvements to comply with the adoption of the 2012 International Building Code and additional items required by Dallas Water Utilities with zero cost, having no effect on the contract amount; and

**WHEREAS**, bids were received on July 17, 2014, for the construction of the Levee Drainage System – Sump A Improvements, also referred to as Able No. 3 Pump Station; and

September 13, 2017

**WHEREAS**, on August 27, 2014, City Council authorized a professional services contract with Jacobs Engineering Group, Inc., for construction management services during construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able Pump Station, in an amount not to exceed \$2,951,871.00, by Resolution No. 14-1390;

**WHEREAS**, on August 27, 2014, City Council authorized a contract with BAR Constructors, Inc. for construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able Pump Station, in an amount not to exceed \$68,275,000.00, by Resolution No. 14-1391; and

**WHEREAS**, on August 27, 2014, City Council authorized a professional services contract with Kleinfelder Central, Inc. to provide construction material testing during the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able Pump Station, in an amount not to exceed \$378,812.00, by Resolution No. 14-1392; and

**WHEREAS**, on August 27, 2014, City Council authorized the Facilities Extension Agreement contract with Oncor Electric Delivery Company, LLC. for the extension of Standard Delivery System facilities and an alternate feed electrical power to the Levee Drainage System – Sump A Improvements, also referred to as the Able Pump Station, in an amount not to exceed \$1,889,414.53, by Resolution No. 14-1393; and

**WHEREAS**, on August 27, 2014, City Council authorized Supplemental Agreement No. 1 to the Discretionary Service Agreement between the City and Oncor Electric Delivery Company LLC. for additional costs relating to the relocation of an existing 138 kilovolt electric transmission tower on Oncor's East Levee-West Industrial line for the Levee Drainage System – Sump A Improvements, also referred to as the Able Pump Station, in an amount not to exceed \$116,826.00, from \$273,174.00 to \$390,000.00, by Resolution No. 14-1394; and

**WHEREAS**, on August 27, 2014, City Council authorized Supplemental Agreement No. 4 to the professional services contract with HDR Engineering, Inc., for design support services during construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able Pump Station, in an amount not to exceed \$1,601,730.00, from \$9,385,772.00 to \$10,987,502.00, by Resolution No. 14-1395; and

**WHEREAS**, on October 21, 2015, Administrative Action No. 15-1849 authorized a Discretionary Service Agreement with Oncor for the temporary relocation of the electric feeds for the existing Small Able and Large Able Pump Stations, in an amount not to exceed \$17,851.60; and



September 13, 2017

**WHEREAS**, on February 25, 2016, Administrative Action No. 16-5471 authorized Supplemental Agreement No. 5 to the professional services contract with HDR Engineering, Inc., for additional design services for Levee Drainage System – Sump A, also known as Able No. 3 Storm Water Pump Station during construction with zero cost, having no effect on the contract amount; and

**WHEREAS**, on June 22, 2016, City Council authorized an increase in the contract with BAR Constructors, Inc., for modifications to the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Stormwater Pump Station, to increase the constructability of the pump station, including additional concrete masonry wall material with drainage along the sump and changes to the 24 inch water main aerial crossing, in an amount not to exceed \$349,468.28, increasing the contract from \$68,275,000.00 to \$68,624,468.28, by Resolution No. 16-1084; and

**WHEREAS**, on October 24, 2016, Administrative Action No. 16-6809 authorized a Discretionary Service Agreement with Oncor to provide temporary power for the testing of the Levee Drainage System – Sump A Improvements, in an amount not to exceed \$21,439.76; and

**WHEREAS**, on August 30, 2016, Administrative Action No. 16-6643 authorized Supplemental Agreement No. 6 to the professional services contract with HDR Engineering, Inc., for additional design support services during construction with zero cost, having no effect on the contract amount; and

**WHEREAS**, on May 24, 2017, Administrative Action No. 17-6266 authorized Supplemental Agreement No. 7 to the professional services contract with HDR Engineering, Inc., for additional design support services during construction with zero cost, having no effect on the contract amount; and

**WHEREAS**, the U.S. Army Corps of Engineers will recognize this contract with BAR Constructors, Inc. as a portion of the City of Dallas' in-kind credit for the 35 percent cost sharing of the Water Resources Development Act of 2007, Section 5141 for the Dallas Floodway project that may also reduce future city expenses and for the Corps' construction project; and

**WHEREAS**, this action will authorize Change Order No. 2 to the contract with BAR Constructors, Inc. for modifications to the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Pump Station. This change order is to address various elements identified during construction that will increase the constructability of the pump station, including structural, building security, site security and emergency generator modifications and changes requested by Oncor, in an amount not to exceed \$625,859.62, increasing the contract amount from \$68,624,468.28 to \$69,250,327.90.

September 13, 2017

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is hereby authorized to sign Change Order No. 2 with BAR Constructors, Inc., approved as to form by the City Attorney, for modifications to the construction of the Levee Drainage System – Sump A Improvements, also referred to as the Able No. 3 Pump Station, in an amount not to exceed \$625,859.62, increasing the contract amount from \$68,624,468.28 to \$69,250,327.90.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$625,859.62 to BAR Constructors, Inc., from Flood Protection and Storm Drainage Facilities Fund, Fund 3U23, Department TWM, Unit S768, Activity FLDM, Program TW12S768, Object 4540, CT TWM12S768K1, Vendor 125824.

**SECTION 3.** That this contract is designated as Contract No. TWM-2016-00000639.

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

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Water Utilities

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** 40A T

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**SUBJECT**

Authorize an Interlocal Agreement and Lease with the Town of Sunnyvale for the management of areas adjacent to Lake Ray Hubbard - Financing: No cost consideration to the City

**BACKGROUND**

Lake Ray Hubbard was constructed in the 1960s. The initial plan for use and management of the shoreline, called the Springer Plan, envisioned a continuous greenbelt with public access around the lake. Subsequent development and land use trends made that plan no longer practical.

On March 23, 1994, City Council authorized a professional service contract with Johnson, Johnson & Roy, Inc. to provide services for the Lake Ray Hubbard Master Plan. Johnson, Johnson & Roy, Inc. will assess the conditions around the lake and make recommendations on future management options for the shoreline property. The Lake Ray Hubbard Master Plan recommended negotiation of new Interlocal Agreements with the surrounding cities for on-site management of the lakefront property contiguous with their cities.

On May 10, 1995, City Council adopted the Master Plan and authorized staff to proceed with outlining an implementation strategy and to initiate negotiations with the cities adjacent to the lake, for the development of new Interlocal Agreements. Staff and representatives of the adjacent cities (Heath, Rockwall, Rowlett, Garland, and Sunnyvale) jointly developed Principles of Agreement that would serve as the basis for Interlocal Agreements related to management methods for the lake and its shoreline property.

## **BACKGROUND** (continued)

On February 11, 1998, City Council adopted Principles of Agreement from which Interlocal Agreements between the City of Dallas and Heath, Rockwall, Rowlett, and Garland were to be developed to establish shoreline land use and enforcement responsibilities.

On April 26, 2000, City Council authorized Interlocal Agreements and Leases with the cities of Rockwall, Garland, and Rowlett for the management of areas adjacent to Lake Ray Hubbard.

On February 25, 2004, City Council authorized an Interlocal Agreement leasing certain property owned by the City along the shoreline of Lake Ray Hubbard to Heath.

Staff has completed negotiations with the Town of Sunnyvale and drafted a joint Interlocal Agreement, which has been approved by the Town Council of Sunnyvale.

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

January 1995, City Council adopted the Lake Ray Hubbard Master Plan developed by Johnson Johnson & Roy, Inc. by Resolution No. 95-1676.

January 1995, City Council authorized Supplemental Agreement No. 1 with Johnson, Johnson & Roy, Inc. to provide additional engineering services for the Lake Ray Hubbard Master Plan, by Resolution No. 95-1677.

On March 23, 1994, City Council authorized a professional service contract with Johnson, Johnson & Roy, Inc. to provide services for Lake Ray Hubbard Master Plan (Contact No. 93-35E), by Resolution No. 94-1235.

On February 11, 1998, City Council adopted Principles of Agreement from which Interlocal Agreements between the City of Dallas and Heath, Rockwall, Rowlett, and Garland were to be developed to establish shoreline land use and enforcement responsibilities by Resolution No. 98-0515.

On April 26, 2000, City Council authorized Interlocal Agreements and Leases with the cities of Rockwall, Garland, and Rowlett for the management of areas adjacent to Lake Ray Hubbard by Resolution No. 00-1467.

On February 25, 2004, City Council authorized and directed the City Manager to sign an Interlocal Agreement leasing certain property owned by the City along the shoreline of Lake Ray Hubbard to Heath by Resolution No. 04-0808.

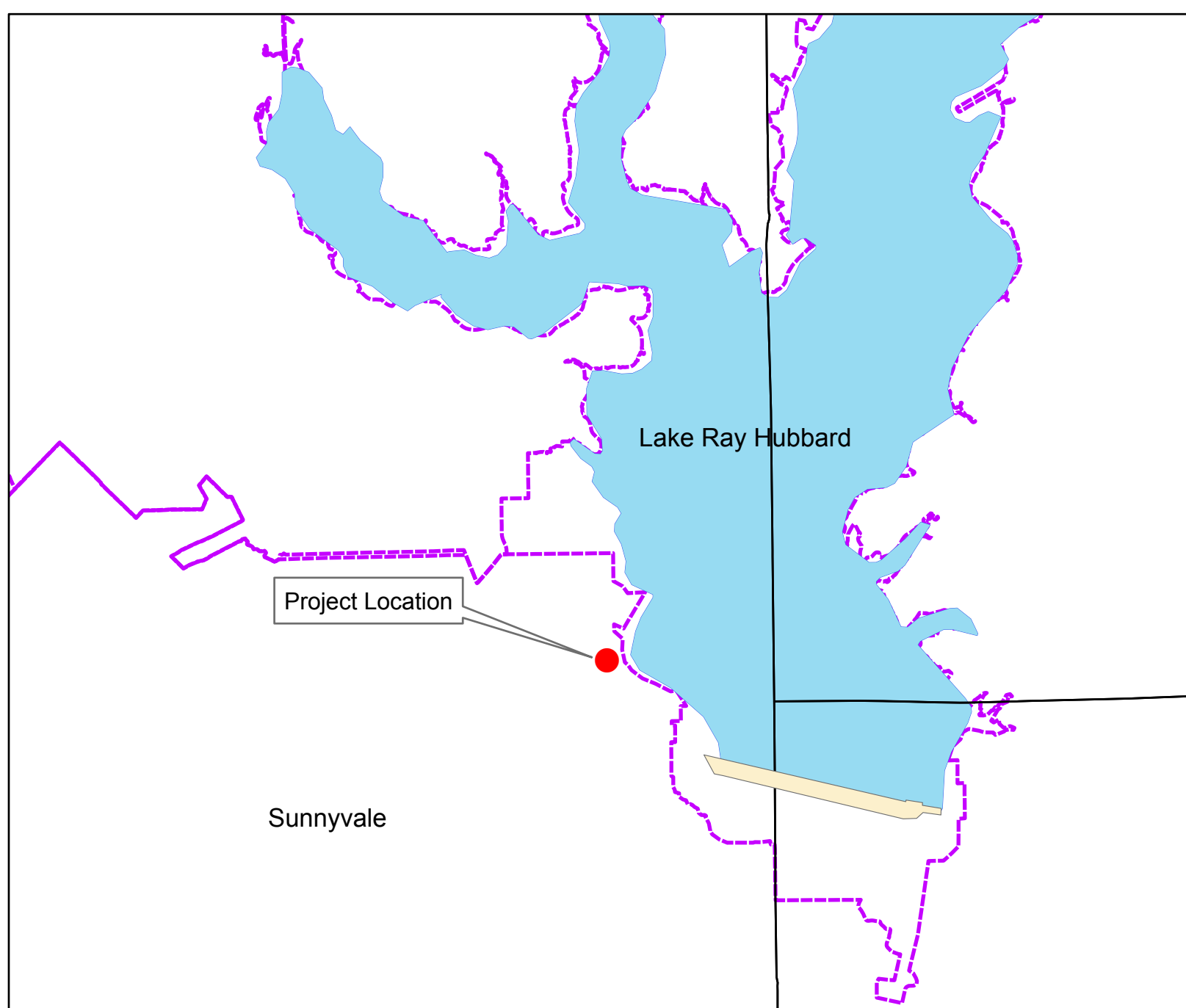
Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on September 11, 2017.

**FISCAL INFORMATION**

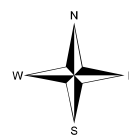
No cost consideration to the City.

**MAP**

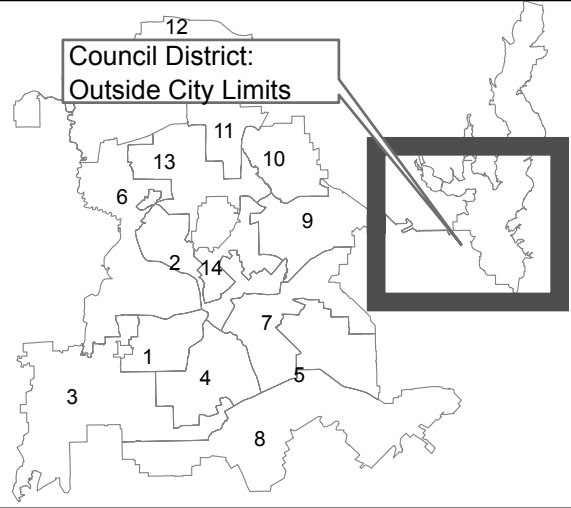
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Council District:  
Outside City Limits



**Dallas Water Utilities  
Interlocal Agreement with Town of Sunnyvale  
Management of Shoreline Adjacent to Lake Ray Hubbard**

September 13, 2017

**WHEREAS**, on May 10, 1995, City Council authorized staff to proceed with outlining an implementation strategy and to initiate negotiations with the cities adjacent to the lake to develop Interlocal Agreements related to the management of the lake and lake property by Resolution No. 95-1676; and

**WHEREAS**, on February 11, 1998, City Council adopted Principles of Agreement from which Interlocal Agreements between the City of Dallas and Heath, Rockwall, Rowlett, and Garland will be developed to establish shoreline land use and enforcement responsibilities by Resolution No. 98-0515; and

**WHEREAS**, on April 26, 2000, City Council adopted Interlocal Agreements regarding shoreline property adjacent to Lake Ray Hubbard with Rockwall, Garland, and Rowlett for the management of areas adjacent to Lake Ray Hubbard by Resolution No. 00-1467 ; and

**WHEREAS**, on February 25, 2004, City Council authorized the Interlocal Agreement leasing certain property owned by the City along the shoreline of Lake Ray Hubbard to Heath by Resolution No. 04-0808; and

**WHEREAS**, staff has completed negotiations with the Town of Sunnyvale and drafted a joint Interlocal Agreement, which has been approved by the Town Council of Sunnyvale; and

**WHEREAS**, there is no cost consideration to the City of Dallas associated with this agreement.

**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 and Lease with the Town of Sunnyvale, approved as to form by the City Attorney, for the management of areas adjacent to Lake Ray Hubbard.

**SECTION 2.** That the City Manager is hereby authorized to implement the Principles of Management in the Interlocal Agreement with the Town of Sunnyvale.

**SECTION 3.** That this contract is designated as Contract No. DWU-2017-00002814.

**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.

**KEY FOCUS AREA:** Mobility Solutions, Infrastructure, and Sustainability

**AGENDA DATE:** September 13, 2017

**COUNCIL DISTRICT(S):** 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Outside City Limits

**DEPARTMENT:** Water Utilities

**CMO:** Majed Al-Ghafry, 670-3302

**MAPSCO:** Various

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**SUBJECT**

Authorize a professional services contract with Terracon Consultants, Inc. to provide architectural and engineering services for the design of roof and heating, ventilation and air conditioning systems (list attached) - Not to exceed \$866,280 - Financing: Water Utilities Capital Improvement Funds

**BACKGROUND**

Roof and heating, ventilation and air conditioning (HVAC) systems at Dallas Water Utilities (DWU) facilities are generally exposed to an aggressive and corrosive environment due to the chemicals used, and gas by-products associated with the water and wastewater treatment processes. With this exposure, materials break down at a higher rate when compared to typical office building facilities. Consistent with DWU's on-going roof and HVAC maintenance program, a condition assessment was performed in 2016 on 160 roofs and 1,650 HVAC systems. This assessment provided a prioritized list of needs with a ranking of Priority 1 (worst - has reached the end of product life) to Priority 5 (best - has estimated life of 10 - 20 years) based on condition, age, location, and wear.

This item will provide professional services for the rehabilitation or replacement of 61 roof sections and 629 HVAC systems at DWU facilities that were ranked as Priority 1 and 2 under the 2016 assessment. Authorizing this design contract will continue DWU's maintenance program for roof and HVAC systems that protects the various types of production equipment and process controls. Protection of this equipment ensures the continued reliable water and wastewater services that DWU provides to approximately 2.3 million customers in Dallas and its surrounding cities.



## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	October 2017
Complete Design	March 2018
Begin Construction	July 2018
Complete Construction	July 2019

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

On June 27, 2012, City Council authorized a professional services contract with Conley Group to provide architectural and engineering services to perform a condition assessment of the roof and HVAC systems at Water Utilities Department's 230 facilities by Resolution No. 12-1668.

On April 13, 2016, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Conley Group for additional architectural and engineering services for a condition assessment of the Priority 3 and 4 roof and heating, ventilation and air conditioning systems at 35 Dallas Water Utilities locations by Resolution No. 16-0565.

Information about this item will be provided by the Mobility Solutions, Infrastructure and Sustainability Committee on September 11, 2017.

## **FISCAL INFORMATION**

Water Utilities Capital Improvement Funds - \$866,280

Assessment	\$1,897,800
Supplemental Agreement No. 1	\$ 538,125
Design (this action)	<u>\$ 866,280</u>
Total Project Cost	\$3,302,205

**FISCAL INFORMATION** (continued)

<b><u>Council District</u></b>	<b><u>Amount</u></b>
3	\$ 10,825.50
4	\$ 3,726.89
5	\$ 3,509.67
6	\$ 36,565.42
7	\$370,850.18
8	\$187,964.76
9	\$ 12,973.74
10	\$ 8,479.77
11	\$ 3,807.32
12	\$ 3,583.57
Outside City Limits	<u>\$223,993.18</u>
Total	\$866,280.00

**M/WBE INFORMATION**

See attached.

**OWNER**

**Terracon Consultants, Inc.**

David R. Gaboury, Chief Executive Officer

**MAP**

Attached

## Roof and HVAC Systems Design

### Council District

### Facility Name

3

Red Bird Pump Station  
Sorcery Pump Station  
Southwest Service Center

4

Cedar Crest Pump Station

5

Lake June Pump Station

6

Bachman Water Treatment Plant  
Walnut Hill Pump Station

7

Central Wastewater Treatment Plant  
Jim Miller Pump Station  
Southeast Service Center

8

Alta Mesa Pump Station  
Southside Wastewater Treatment Plant

9

Forney Pump Station  
White Rock Control Center

10

Abrams Pump Station  
Northeast Service Center  
Whispering Hills Pump Station

11

Cosa Crest Pump Station  
Meandering Way Pump Station

12

Parkway Pump Station

Outside City Limits

Beltwood Pump Station  
East Side Water Treatment Plant  
Elm Fork Water Treatment Plant  
Interim Raw Water Facility  
Iron Bridge Pump Station  
Lake Fork Pump Station

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize a professional services contract with Terracon Consultants, Inc. to provide architectural and engineering services for the design of roof and heating, ventilation and air conditioning systems (list attached) - Not to exceed \$866,280 - Financing: Water Utilities Capital Improvement Funds

Terracon Consultants, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultants.

**PROJECT CATEGORY:** Architecture & Engineering

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$866,280.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$866,280.00</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

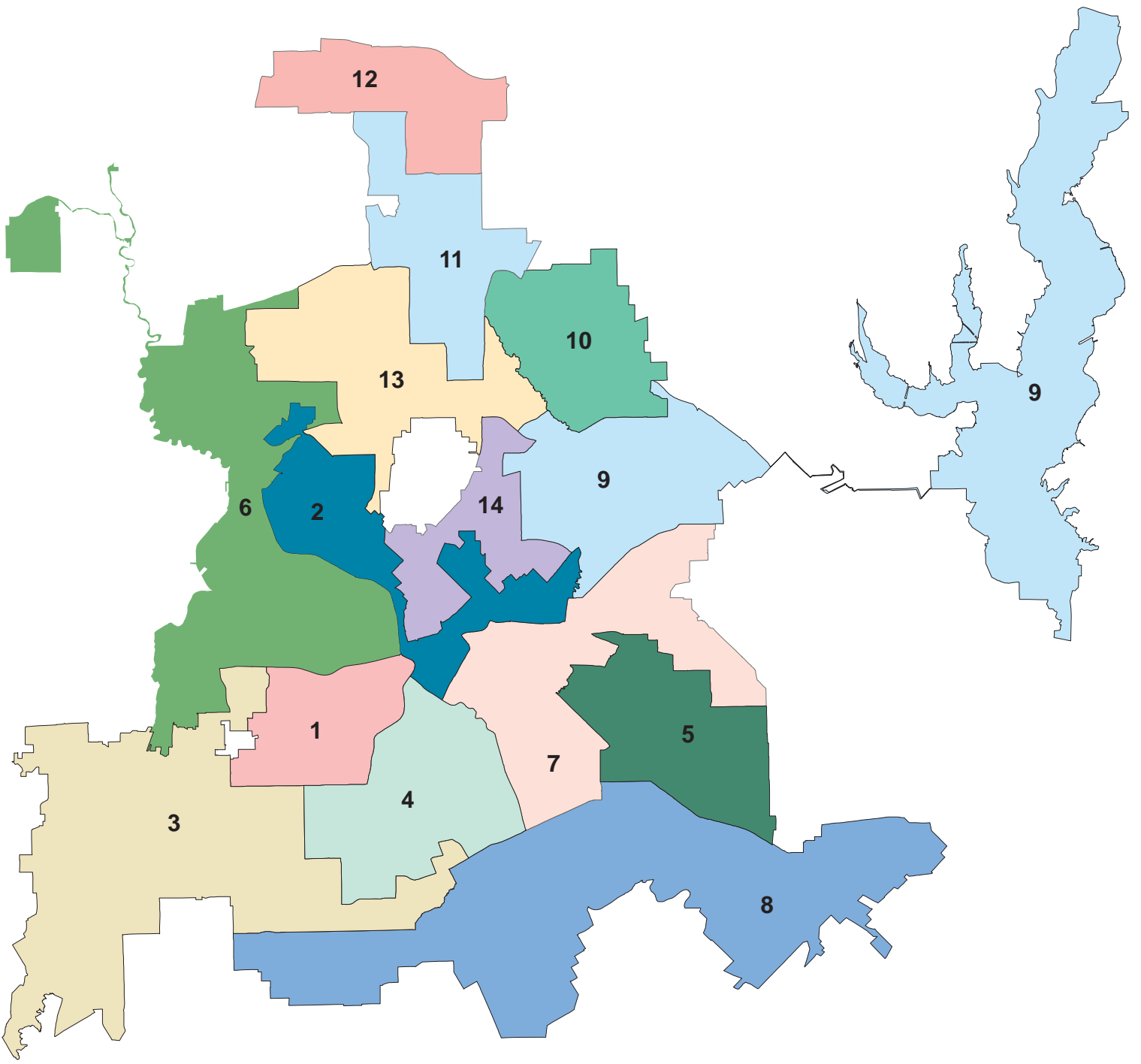
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
JQ Infrastructure, LLC	IMDB36707Y0717	\$82,300.00	9.50%
Crenshaw Consulting Group	WFWB32688N0918	\$120,370.00	13.90%
Cates Laboratory	WFDB06644Y0618	\$19,800.00	2.29%
<b>Total Minority - Local</b>		<b>\$222,470.00</b>	<b>25.68%</b>

#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$82,300.00	9.50%	\$82,300.00	9.50%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$140,170.00	16.18%	\$140,170.00	16.18%
<b>Total</b>	<b>\$222,470.00</b>	<b>25.68%</b>	<b>\$222,470.00</b>	<b>25.68%</b>



**Dallas Water Utilities  
Contract No. 17-019/020E  
Roof and HVAC Systems Design**

September 13, 2017

**WHEREAS**, on June 27, 2012, City Council authorized a professional services contract with Conley Group to provide architectural and engineering services to perform a condition assessment of the roof and HVAC at Water Utilities Department's 230 facilities, in an amount not to exceed \$1,897,800, by Resolution No. 12-1668; and

**WHEREAS**, on April 13, 2016, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Conley Group for additional architectural and engineering services for a condition assessment of the Priority 3 and 4 roof and heating, ventilation and air conditioning systems at 35 Dallas Water Utilities locations, in an amount not to exceed \$538,125, from \$1,897,800 to \$2,435,925, by Resolution No. 16-0565; and

**WHEREAS**, Dallas Water Utilities, with its continuing maintenance program for roof and HVAC systems, has determined it is now necessary to design and implement the next phase of roof and HVAC repairs and replacements; and

**WHEREAS**, Terracon Consultants, Inc., 8901 John W. Carpenter Freeway, Suite 100, Dallas, Texas 75247, has submitted a proposal in accordance with the Request for Qualifications No. 17-019/020E to provide the required architectural and engineering services at a fair and reasonable price.

**Now, Therefore,**

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

**SECTION 1.** That Terracon Consultants, Inc. is hereby selected as the most highly qualified provider to perform the required architectural and engineering services.

**SECTION 2.** That the City Manager is hereby authorized to negotiate and execute an professional services contract with Terracon Consultants, Inc., approved as to form by the City Attorney, to provide the required architectural and engineering services for the design and implementation of roof and heating, ventilation and air conditioning system repairs and replacements, in an amount not to exceed \$866,280.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$866,280 to Terracon Consultants, Inc., as follows:

Water Capital Improvement Fund	
Fund 2115, Department DWU, Unit PW42	
Object 4111, Program 717019, Vendor 341409	
Encumbrance/Contract No. CX DWU-2017-00002721	\$433,140

September 13, 2017

**SECTION 3.** (continued)

Wastewater Capital Improvement Fund	
Fund 3116, Department DWU, Unit PS42	
Object 4111, Program 717020, Vendor 341409	
Encumbrance/Contract No. CX DWU-2017-00002721	<u>\$433,140</u>

Total amount not to exceed	\$866,280
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**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.