

**OCTOBER 14, 2015 CITY COUNCIL AGENDA  
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated October 14, 2015. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.

  
\_\_\_\_\_

A.C. Gonzalez  
City Manager

10.2.15

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

FOR

Jeanne Chipperfield  
Chief Financial Officer

10/2/15

  
\_\_\_\_\_

Date

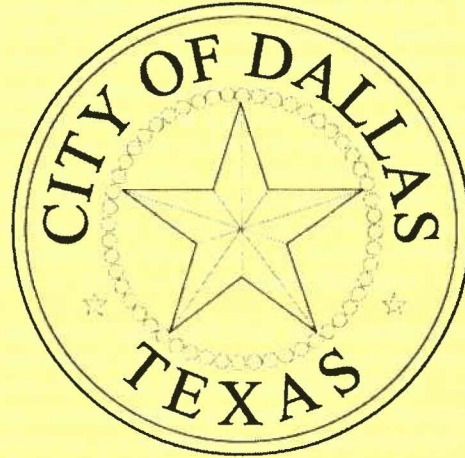




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CITY CLERK  
DALLAS, TEXAS



# COUNCIL AGENDA

October 14, 2015

Date

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

## General Information

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

Sign interpreters are available upon request with a 48-hour advance notice by calling (214) 670-5208 V/TDD. The City of Dallas is committed to compliance with the Americans with Disabilities Act.

**The Council agenda is available in alternative formats upon request.**

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

## Rules of Courtesy

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

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

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

## Información General

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

Intérpretes para personas con impedimentos auditivos están disponibles si lo solicita con 48 horas de anticipación llamando al (214) 670-5208 (aparato auditivo V/TDD). La Ciudad de Dallas está comprometida a cumplir con el decreto que protege a las personas con impedimentos, *Americans with Disabilities Act*. **La agenda del Ayuntamiento está disponible en formatos alternos si lo solicita.**

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

## Reglas de Cortesía

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

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

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

**AGENDA  
CITY COUNCIL MEETING  
WEDNESDAY, OCTOBER 14, 2015  
ORDER OF BUSINESS**

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

9:00 a.m.      **INVOCATION AND PLEDGE OF ALLEGIANCE**

**OPEN MICROPHONE**

**MINUTES**

Item 1

**CONSENT AGENDA**

Items 2 - 37

**ITEMS FOR INDIVIDUAL CONSIDERATION**

No earlier  
than 9:15 a.m.

Items 38 - 41

**PUBLIC HEARINGS AND RELATED ACTIONS**

1:00 p.m.

Items 42 - 53

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



**AGENDA**  
**CITY COUNCIL MEETING**  
**OCTOBER 14, 2015**  
**CITY OF DALLAS**  
**1500 MARILLA**  
**COUNCIL CHAMBERS, CITY HALL**  
**DALLAS, TEXAS 75201**  
**9:00 A. M.**

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

**VOTING AGENDA**

1. Approval of Minutes of the September 22, 2015 City Council Meeting

**CONSENT AGENDA**

**Aviation**

2. Authorize **(1)** a Tenth Amendment to the Maintenance Base Lease with Southwest Airlines Co. to add 1.483 acres to the leased premises; and **(2)** an Agreement For Donation and Assignment to accept Southwest Airline's donation of all rights, title and interest in those certain items of tangible personal property and services to be incorporated in or used for the construction of improvements purchased by Southwest Airlines required under the Tenth Amendment to the Southwest Airlines Co. Maintenance Base Lease at Dallas Love Field - Financing: No cost consideration to the City

CONSENT AGENDA (Continued)**Aviation (Continued)**

3. Authorize **(1)** the rescission of Resolution No. 15-0264, previously approved on February 11, 2015, which authorized a lease agreement and rent abatement with DTG Operations, Inc.; and **(2)** a new lease agreement and rent abatement with DTG Operations, Inc. for approximately 106,137 square feet of improved land, buildings, and other improvements at Dallas Love Field to run through December 31, 2017, with seven, one-year extension options to extend the lease, rent abatement is in consideration of and conditional to DTG Operations, Inc. retrofitting the office building, maintenance building, car wash, and other improvements at the lessee's expense in an amount not to exceed \$1,200,000 - Revenue Foregone - \$1,200,000

**Business Development & Procurement Services**

4. Authorize **(1)** a sixteen-month service contract to establish a master agreement for meter lease and maintenance for four Pitney Bowes postage machines in the amount of \$54,656; and **(2)** a sixteen-month master agreement for postage in the amount of \$2,944,934 - Pitney Bowes, Inc., sole source - Total not to exceed \$2,999,590 - Financing: Current Funds (subject to annual appropriations)
5. Authorize a three-year service contract for food establishment inspections - Bureau Veritas North America, Inc., most advantageous proposer of two - Not to exceed \$340,000 - Financing: Current Funds (subject to annual appropriations)
6. Authorize a three-year service contract for plumbing services at City facilities - A Star Heat & Air, Inc., lowest responsible bidder of three - Not to exceed \$829,617 - Financing: Current Funds (\$246,161), Water Utilities Current Funds (\$388,291), Sanitation Current Funds (\$91,716), Aviation Current Funds (\$43,260), Convention and Event Services Current Funds (\$42,100) and Stormwater Drainage Management Current Funds (\$18,089) (subject to annual appropriations)
7. Authorize a three-year service contract for boat and motor repairs - Tommy's Mobile Boat & Motor Service, Inc. in the amount of \$208,154 and Triad Marine & Industrial Supply, Inc. in the amount of \$27,000, lowest responsible bidders of two - Total not to exceed \$235,154 - Financing: Current Funds (\$124,284), Water Utilities Current Funds (\$100,460) and Stormwater Drainage Management Current Funds (\$10,410) (subject to annual appropriations)
8. Authorize a five-year service contract for preventative maintenance, parts and repair for the central utility plant at Love Field airport - Trane U.S., Inc., most advantageous proposer of three - Not to exceed \$2,313,720 - Financing: Aviation Current Funds (subject to annual appropriations)

CONSENT AGENDA (Continued)**Business Development & Procurement Services** (Continued)

9. Authorize the purchase of a broadcast transmitter and related equipment for WRR radio station - Nautel Maine, Inc., lowest responsible bidder of two - Not to exceed \$178,936 - Financing: WRR Capital Construction Funds
10. Authorize a three-year master agreement for reprographic printing - Thomas Reprographics dba Thomas Printworks, lowest responsible bidder of four - Not to exceed \$1,354,746 - Financing: Current Funds (\$1,305,670), Water Utilities Current Funds (\$25,907), Stormwater Drainage Management Current Funds (\$12,288) and Aviation Current Funds (\$10,882)
11. Authorize a three-year master agreement for lumber and building materials - Craddock Lumber Company in the amount of \$1,833,247, Big D Lumber Company in the amount of \$276,950 and Simba Industries in the amount of \$8,760, lowest responsible bidders of four - Total not to exceed \$2,118,957 - Financing: Current Funds (\$1,185,533), 2015-16 Community Development Block Grant Funds (\$392,752), Aviation Current Funds (\$181,423), Water Utilities Current Funds (\$169,738), Stormwater Drainage Management Current Funds (\$100,758), Convention and Event Services Current Funds (\$79,124) and Sanitation Current Funds (\$9,629)

**City Attorney's Office**

12. Authorize settlement of the claim of Ernen Chalmers in the lawsuit styled Noel Ortega et al. v. City of Dallas, Cause No. CC-14-02861-B - Not to exceed \$30,000 - Financing: Current Funds
13. Authorize payment of annual software maintenance in support of the CityLaw Law Office Management System, a performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2015 through October 31, 2016 - Not to exceed \$60,516 - Financing: Current Funds (subject to appropriations)

**City Controller's Office**

14. Authorize the preparation of plans for issuance of General Obligation Refunding and Improvement Bonds, Series 2015 in an amount not to exceed \$227,000,000 - Financing: This action has no cost consideration to the City

**Equipment & Building Services**

15. Authorize adoption of the revised Clean Fleet Policy in accordance with a request from the North Central Texas Council of Governments Regional Transportation Council - Financing: No cost consideration to the City

CONSENT AGENDA (Continued)**Equipment & Building Services (Continued)**

16. Authorize **(1)** an application for and acceptance of the Texas Commission on Environmental Quality (TCEQ) Texas Natural Gas Vehicle Grant Program for ten Compressed Natural Gas Peterbilt vehicles - model 320 and 382 under contract number 582-15-51503-0838 in the amount of \$300,000 for the period December 10, 2014 through August 31, 2021; **(2)** an application for and acceptance of the TCEQ Texas Natural Gas Vehicle Grant Program for thirteen Compressed Natural Gas Peterbilt vehicles - model 382 under contract number 582-15-56447-0838 in the amount of \$487,500 for the period July 8, 2015 through August 31, 2021; **(3)** an application for and acceptance of the TCEQ Light-Duty Motor Vehicle Purchase or Lease Incentive Program for reimbursement of sixty-five vehicles at \$2,500 each for a total amount of \$162,500 under contract numbers listed in Attachment A; and **(4)** execution of the grant agreements - Total not to exceed \$950,000 - Financing: Texas Commission on Environmental Quality Grant Funds
17. Authorize an application for and acceptance of grant funding from the North Central Texas Council of Governments as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration for the Clean Fleets North Texas 2015 Call for Projects Grant contingent upon approval by the North Central Texas Council of Governments - Not to exceed \$700,000 - Financing: North Central Texas Council of Governments Grant Funds

**Fair Housing**

18. Authorize **(1)** the acceptance of a grant from the U.S. Department of Housing and Urban Development (HUD) for the Fair Housing Assistance Program (FHAP) to process, investigate and conciliate housing discrimination complaints, administrative costs and HUD required staff training for the period October 1, 2015 through September 30, 2016; and **(2)** the execution of the cooperative grant agreement and any other documents related to the grant - Not to exceed \$274,825 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**Housing/Community Services**

19. Authorize **(1)** a contract with the Department of State Health Services for the continuation of the Special Supplemental Nutrition Program for Women, Infants, and Children for the period October 1, 2015 through September 30, 2016; and **(2)** the execution of the Data Use Agreement between the Texas Health and Human Services Enterprise and the City - Not to exceed \$15,599,144 - Financing: Department of State Health Services Grant Funds
20. Authorize contracts with fully-licensed child care providers pursuant to the City Child Care Services for the period October 1, 2015 through September 30, 2016 (list attached) and with other fully-licensed child care providers selected by eligible parents during the fiscal year - Not to exceed \$127,301 - Financing: 2015-16 Community Development Block Grant Funds



CONSENT AGENDA (Continued)**Housing/Community Services** (Continued)

21. Authorize an amendment to Resolution No. 15-1365, previously approved on August 12, 2015 to: **(1)** increase the local cash match from the City of Dallas by \$100,040 (from \$96,253 to \$196,293); **(2)** decrease the In-Kind Contributions by AIDS Arms, Inc. by \$100,040 (from \$175,000 to \$74,960); and **(3)** specify new terms regarding match requirements in the Memorandum of Understanding between the City of Dallas and AIDS Arms, Inc. to provide an In-Kind Contribution in the amount of \$74,960, under the Continuum of Care Grant for the Permanent Supportive Housing from the U.S. Department of Housing and Urban Development - Total not to exceed \$100,040 - Financing: Current Funds

**Intergovernmental Services**

22. An ordinance approving Dallas/Fort Worth International Airport Board Resolution No. 2015-09-168, amendments to Chapters 2,3,9 and Appendix I to the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board regarding: **(1)** traffic regulations; **(2)** miscellaneous offenses; **(3)** airport security badges; and **(4)** street names and speed limits - Financing: No cost consideration to the City

**Office of Financial Services**

23. Authorize payment of annual membership fees and continuation of arrangements for providing specialized municipal-related services to Gartner, Inc. (IT Executives and Leaders) in the amount of \$121,089, North Central Texas Council of Governments in the amount of \$124,427, North Texas Commission in the amount of \$93,320, Oncor Cities Steering Committee in the amount of \$160,169, Texas Coalition of Cities For Utility Issues in the amount of \$51,243, Texas Municipal League in the amount of \$51,947, Water Environment Research Foundation in the amount of \$80,820, and Water Research Foundation in the amount of \$243,998 - Total not to exceed \$927,013 - Financing: Current Funds (\$602,195) and Water Utilities Current Funds (\$324,818)

**Park & Recreation**

24. Authorize a five-year contract with two five-year renewal options for trustee services for the Park and Recreation Trust of the City of Dallas - Bank of Texas N.A., only proposer - Financing: No cost consideration to the City

**Public Works Department**

25. Authorize an additional payment to the Texas Department of Transportation for the City's share of direct state costs associated with the design and construction of the safety improvements along the Union Pacific Railroad from Carlton Garrett Street (formerly Municipal Street) to Scyene Road - Not to exceed \$18,089, from \$37,661 to \$55,750 - Financing: 2006 Bond Funds

CONSENT AGENDA (Continued)**Public Works Department (Continued)**

26. Authorize a service agreement with ONCOR Electric Delivery for the installation and connection of historical-style street lights on West Red Bird Lane from South Hampton Road to South Polk Street - Not to exceed \$61,353 - Financing: 2003 Bond Funds
27. Authorize Supplemental Agreement No. 1 to the contract with Campos Engineering, Inc. for additional engineering services for renovation of the east kitchen at the Kay Bailey Hutchison Convention Center Dallas located at 650 South Griffin Street - Not to exceed \$88,500, from \$49,950 to \$138,450 - Financing: 2009 Convention Center Revenue Bonds
28. Authorize Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at Dallas Love Field - Not to exceed \$525,492, from \$236,929 to \$762,421 - Financing: Aviation Capital Construction Funds
29. Authorize **(1)** Amendment No. 2 to the Project Specific Agreement with Dallas County for Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork to expand the project limit and scope to include new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E and from Morrison Street to Shady Trail; and **(2)** an additional payment to Dallas County for the City's share of project costs for new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E - Not to exceed \$370,000 - Financing: 2006 Bond Funds

**Sanitation Services**

30. Authorize ordinances granting three franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$17,800

**Street Services**

31. Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2013 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated on and off system intersection improvements at Loop 12 (Buckner Boulevard) and John West Road, Abrams Road and Forest Lane, Bruton Road and St. Augustine Drive, Dilido Road and John West Road, Bruton Road and Prairie Creek Road, Bruton Road and Masters Drive, and Commerce Street and Good Latimer Expressway; **(2)** a required local match in the amount of \$184,842; and **(3)** an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$97,886 - Total not to exceed \$2,171,698 - Financing: Texas Department of Transportation Grant Funds (\$1,888,970) and Street Assessment Funds (\$184,842)

CONSENT AGENDA (Continued)**Street Services (Continued)**

32. Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program grant to design, upgrade and construct three traffic signals and associated on system intersection improvements at IH 35 East Frontage Road at South Loop 12, South Loop 12 at Hampton Road, and IH 635 Frontage Road at US 75; **(2)** a required local match in the amount of \$12,496; and **(3)** an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$76,900 - Total not to exceed \$1,280,268 - Financing: Texas Department of Transportation Grant Funds (\$1,190,872) and Street Assessment Funds (\$12,496)
33. Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program grant to design, upgrade and construct five traffic signals and associated off system intersection improvements at Belt Line Road and Dallas Parkway, Hampton Road and Clarendon Drive, Hampton Road and Illinois Avenue, Hillcrest Road and Alpha Road, and Polk Street and Wheatland Road; **(2)** a required local match in the amount of \$172,273; and **(3)** an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$155,200 - Total not to exceed \$1,799,237 - Financing: Texas Department of Transportation Grant Funds (\$1,471,764) and Street Assessment Funds (\$172,273)

**Sustainable Development and Construction**

34. Authorize acquisition from Willow Greene Homeowners Association, of a total of approximately 20,569 square feet of land located near the intersection of McCallum Boulevard and Meandering Way for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$144,000 (\$138,654, plus closing costs and title expenses not to exceed \$5,346) - Financing: Water Utilities Capital Construction Funds

**Water Utilities**

35. Authorize a contract for the installation of water and wastewater mains at 46 locations (list attached) - Ark Contracting Services, LLC, lowest responsible bidder of four - Not to exceed \$12,291,878 - Financing: Water Utilities Capital Improvement Funds
36. Authorize a twenty-four-month contract with the Department of State Health Services to provide on-line computer services for the City's Bureau of Vital Statistics program to obtain certified copies of birth certificates at a cost of \$1.83 for each birth certificate printed for the period September 1, 2015 through August 31, 2017 - Not to exceed \$25,000 annually for a total not to exceed \$50,000 - Financing: Water Utilities Current Funds (to be reimbursed by Current Funds) (subject to annual appropriations)

CONSENT AGENDA (Continued)

**Water Utilities (Continued)**

37. Authorize a thirty-year contract with the Dallas/Fort Worth International Airport Board to continue providing treated water service, from October 8, 2015 through October 7, 2045  
- Estimated Annual Revenue: \$1,176,042

ITEMS FOR INDIVIDUAL CONSIDERATION

**City Secretary's Office**

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

**Economic Development**

39. Authorize reappointment of Gilbert Gerst, Brentt Shropshire, Zenetta Drew and Edward Okpa to the Dallas Development Fund Board - Financing: No cost consideration to the City

**DESIGNATED PUBLIC SUBSIDY MATTERS**

**Economic Development**

40. Authorize a development agreement with WC 717 N Harwood Property, LLC, to reimburse TIF eligible project costs for streetscape and redevelopment project improvements in an amount not to exceed \$1,650,000, a portion of which is in the form of an Economic Development TIF Grant, for the 717 North Harwood Redevelopment Project from revenues accruing to Tax Increment Financing Reinvestment Zone Five (City Center TIF District) - Not to exceed \$1,650,000 - Financing: City Center TIF District Funds (subject to appropriations)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

## DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

**Housing/Community Services**

41. Authorize **(1)** the acceptance of a grant from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP) in an amount not to exceed \$806,510 for the period September 1, 2015 through August 31, 2016, and execution of the required grant agreements; **(2)** the acceptance of a grant from the Texas Department of State Health Services (TDSHS): **(a)** to provide services to the homeless through the Healthy Community Collaborative in the amount of \$2,613,607 for the period July 1, 2014 through August 31, 2017; and **(b)** a private 1:1 cash match in an amount not to exceed \$2,613,607 and execution of the grant agreement(s); and **(3)** the first amendment to the Management Services Contract, Phase II, with Bridge Steps to: **(a)** allow Bridge Steps to count the TDHCA and TDSHS funds toward Bridge Steps' required contribution to the Bridge operating budget for the period September 1, 2015 through August 31, 2016; and **(b)** require Bridge Steps to comply with all conditions of the TDHCA and TDSHS grant agreements - Total not to exceed \$3,420,117 - Financing: Texas Department of Housing and Community Affairs Grant Funds (\$806,510) and Texas Department of State Health Services Grant Funds (\$2,613,607)

PUBLIC HEARINGS AND RELATED ACTIONS**Sustainable Development and Construction**ZONING CASES - CONSENT

42. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the boundaries of Specific Use Permit No. 1571 for a tower/antenna for cellular communication limited to a monopole cellular tower on property zoned a CR Community Retail District northeast of the intersection of South Lancaster Road and East Kiest Boulevard  
Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions  
Z145-125(OTH)
43. A public hearing to receive comments regarding an application for and an ordinance granting an NS(A) Neighborhood Service District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of Royal Lane and Brockbank Drive  
Recommendation of Staff and CPC: Approval with deed restrictions volunteered by the applicant  
Z145-195(AF)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)**Sustainable Development and Construction (Continued)**ZONING CASES - CONSENT (Continued)

44. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2011 for an alcoholic beverage establishment limited to a microbrewery, microdistillery or winery on property zoned Conservation District No. 7, the Bishop/Eighth Street Conservation District, on the northwest corner of West 7th Street and North Bishop Avenue  
Recommendation of Staff and CPC: Approval for a three-year period with eligibility for automatic renewals for additional three-year periods, subject to conditions  
Z145-297(AF)
45. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2068 for a bar, lounge, or tavern on property zoned Planned Development District No. 269, Tract A, the Deep Ellum/Near East Side District, on the southeast corner of Main Street and Exposition Avenue  
Recommendation of Staff and CPC: Approval for a three-year period, subject to conditions  
Z145-309(OTH)

ZONING CASES - INDIVIDUAL

46. A public hearing to receive comments regarding an application for and an ordinance granting a new subarea and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less within Tract 2A, Subarea 1 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay on the northwest corner of Scyene Road and South Buckner Boulevard  
Recommendation of Staff: Approval of a new subarea, subject to a development/landscape plan and conditions; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions  
Recommendation of CPC: Approval of a new subarea, subject to a development/landscape plan and conditions; and approval of a Specific Use Permit for a one-year period, subject to a site plan and conditions  
Z134-105(SM)
47. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Specific Use Permit No. 7 for a private school on property zoned an R-16(A) Single Family District on the west line of Inwood Road, south of Forest Lane  
Recommendation of Staff: Approval for a permanent period, subject to a revised site plan, a revised traffic management plan, and conditions  
Recommendation of CPC: Approval for a twenty-year period with eligibility for automatic renewals for additional twenty-year periods, subject to a revised site plan, a revised traffic management plan, and conditions  
Z145-290(SM)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)**Sustainable Development and Construction (Continued)**ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

48. A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the northwest corner of West Ledbetter Drive and South Hampton Road  
Recommendation of Staff and CPC: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions  
Z145-257(CG)  
Note: This item was considered by the City Council at public hearings on August 12, 2015, August 26, 2015, and September 9, 2015, and was deferred until October 14, 2015.

DESIGNATED ZONING CASES - INDIVIDUAL

49. A public hearing to receive comments regarding an application for and an ordinance granting an expansion of Planned Development District No. 812 and the creation of a new tract for mixed uses on property zoned an R-5(A) Single Family District and a CR Community Retail District at the southeast corner of East 11th Street and Fran Way  
Recommendation of Staff and CPC: Approval, subject to a development/landscape plan and conditions  
Z145-247(AF)
50. A public hearing to receive comments regarding an application for and an ordinance granting an RR Regional Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned a CR Community Retail District, an MF-2(A) Multifamily District, and an LI Light Industrial District on the southeast corner of West Illinois Avenue and South Cockrell Hill Road  
Recommendation of Staff: Denial of an RR Regional Retail District; and approval of a CR Community Retail District  
Recommendation of CPC: Approval of an RR Regional Retail District with deed restrictions volunteered by the applicant  
Z145-287(AF)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS

**Economic Development**

51. A public hearing to receive comments on the proposed establishment of a Property Assessed Clean Energy ("PACE") program for the City of Dallas pursuant to the Property Assessed Clean Energy Act ("PACE Act"), as amended (Texas Local Government Code Chapter 399) - Financing: No cost consideration to the City

**Housing/Community Services**

52. A public hearing to receive comments on the proposed City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan; and at the close of the public hearing, consideration of approval of the City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City

**Office of Environmental Quality**

53. A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by GuideStone Financial Resources of the Southern Baptist Convention, located near the intersection of Fairmount Street and Cedar Springs Road and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to GuideStone Financial Resources of the Southern Baptist Convention, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City  
Recommendation of Staff: Approval



**FY 2015-16 City Child Care Services Provider's Master List**

## Agenda Item # 20

<b><u>Provider Name</u></b>	<b><u>Address</u></b>
Knoll Kids, Inc. dba Armadillos to Zebras Child Care	14045 Waterfall Way 75240
Dallas Can! Early Childhood Development Center	4621 Ross Avenue 75204
Good Street Learning Center	3126 Hatcher Street 75215
Heavenly Christian Academy	11421 Shiloh Road 75228
Heavenly Child Care	9625 Plano Road Suite 1700 75238
Kaleidoscope Child Dev. Center	19310 Midway Road 75287
Kirby's Kreative Learning Center	330 S. R. L. Thornton 75203
Spring Creek Private School	14855 Spring Creek Road 75248
Kiddie Korner Private School	328 W. 12 <sup>th</sup> Street 75208
Metropolitan Christian Academy	3430 S. Polk Street 75224

**Franchises for Solid Waste Collection and Hauling**  
Agenda Item # 30

<b><u>Franchise Haulers</u></b>	<b><u>Estimated Annual Revenue</u></b>
Bubba Tugs Corporation	\$11,200.00
Unique Waste Disposal, LLC	\$ 4,200.00
S A Watson LLC	\$ 2,400.00
Total	\$17,800.00

**Installation of Water and Wastewater Mains**  
Agenda Item # 35

**District 1**

11th Street from Marsalis Avenue to Lancaster Avenue  
Clarendon Drive from Bishop Avenue to Zang Boulevard  
Alley between Clinton Avenue and Winnetka Avenue from 7th Street north  
Zang Boulevard from Clarendon Drive to Yarmouth Street

**District 2**

\*Hawick Lane from Mixon Drive to Admiral Drive  
Santa Fe Avenue from Bank Street northeast  
Terry Street from Fitzhugh Avenue to Henderson Avenue  
\*(Taos Road from Lovers Lane south) (See District 13)

**District 3**

Bartlett Avenue from Atlas Drive to Kingsley Drive  
Illinois Avenue west of Cockrell Hill Road  
Kildare Avenue from Atlas Drive to Adelaide Drive

**District 4**

Gracey Street from Mentor Avenue to Atlas Drive  
Alley between Illinois Avenue and Eagle Drive from Eagle Drive north  
Alley between Kiest Boulevard and Skylark Drive from Skylark Drive northwest  
Sunnyvale Street southeast of Kilburn Avenue

**District 5**

Cheyenne Road from Elam Road to Big Thicket Drive  
St. Augustine Drive south of Eloise Street

**District 6**

Davis Street from Bagley Street west  
Halifax Street from Mercantile Row west  
Mercantile Row from Halifax Street to Irving Boulevard  
Vilbig Road north of Shaw Street  
\*(Hawick Lane from Mixon Drive to Admiral Drive) (See District 2)

**District 7**

Shiloh Road from Inadale Avenue to Gross Road  
U.S. Highway 175 (S.M. Wright Freeway) at Hatcher Street  
\*(Ferguson Road west of Beechmont Drive) (See District 9)

**Installation of Water and Wastewater Mains**  
Agenda Item # 35 (Continued)

**District 9**

**\*Ferguson Road west of Beechmont Drive**

Larry Drive from Casa Oaks Drive to Oates Drive

San Lucas Avenue from San Marcus Avenue to Santa Garza Drive

San Marcus Avenue from Highwood Drive to Materhorn Drive

San Marcus Avenue from San Lucas Avenue to Highwood Drive

San Marcus Avenue from Materhorn Drive to Santa Garza Drive

San Paula Avenue from Shiloh Road to Santa Garza Drive

Santa Garza Drive from north of San Medina Avenue south

**District 10**

Granis Street from Oberlin Drive to Hoblitzelle Drive

Oberlin Drive from Schroeder Road to Granis Street

**District 13**

Alley between Fredrick Square and Sherry Lane from Lomo Alto Drive to Douglas Avenue

Lovers Lane from Taos Road to Elsby Avenue

Meaders Lane west of Dallas North Tollway

**\*Taos Road from Lovers Lane south**

University Boulevard from Inwood Road to Eastern Avenue

Wingate Drive from Shorecrest Drive to Capps Drive

**District 14**

Alderson Street from Llano Avenue to alley north of Goliad Avenue

East Grand Avenue at La Vista Drive

Gaston Avenue north of Connecticut Lane

Llano Avenue at Skillman Street

Martel Avenue from Skillman Street to Norris Street

Matilda Street north of Goodwin Avenue

McKinney Avenue at Harwood Street

**Outside City Limits**

University Hills Boulevard at Wheatland Road

\*Project limits in more than one Council District

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

1. Contemplated or pending litigation, or matters where legal advice is requested of the City Attorney. Section 551.071 of the Texas Open Meetings Act.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.072 of the Texas Open Meetings Act.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.073 of the Texas Open Meetings Act.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Section 551.074 of the Texas Open Meetings Act.
5. The deployment, or specific occasions for implementation of security personnel or devices. Section 551.076 of the Texas Open Meetings Act.
6. Deliberations regarding Economic Development negotiations. Section 551.087 of the Texas Open Meetings Act.



# AGENDA DATE October 14, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			All	V	NA	NA	NA	NA	Approval of Minutes of the September 22, 2015 City Council Meeting
2			2	C	AVI	NC	NA	NA	Authorize (1) a Tenth Amendment to the Maintenance Base Lease with Southwest Airlines Co. to add 1.483 acres to the leased premises; and (2) an Agreement For Donation and Assignment to accept Southwest Airline's donation of all rights, title and interest in those certain items of tangible personal property and services to be incorporated in or used for the construction of improvements purchased by Southwest Airlines required under the Tenth Amendment to the Southwest Airlines Co. Maintenance Base Lease at Dallas Love Field - Financing: No cost consideration to the City
3			2	C	AVI	REV \$-1,200,000	NA	NA	Authorize (1) the rescission of Resolution No. 15-0264, previously approved on February 11, 2015, which authorized a lease agreement and rent abatement with DTG Operations, Inc.; and (2) a new lease agreement and rent abatement with DTG Operations, Inc. for approximately 106,137 square feet of improved land, buildings, and other improvements at Dallas Love Field to run through December 31, 2017, with seven, one-year extension options to extend the lease, rent abatement is in consideration of and conditional to DTG Operations, Inc. retrofitting the office building, maintenance building, car wash, and other improvements at the lessee's expense in an amount not to exceed \$1,200,000 - Revenue Foregone - \$1,200,000
4			2	C	PBD	\$2,999,589.38	0.00%	0.00%	Authorize (1) a sixteen-month service contract to establish a master agreement for meter lease and maintenance for four Pitney Bowes postage machines in the amount of \$54,656; and (2) a sixteen-month master agreement for postage in the amount of \$2,944,934 - Pitney Bowes, Inc., sole source - Total not to exceed \$2,999,590 - Financing: Current Funds (subject to annual appropriations)
5			All	C	PBD, CCS	\$340,000.00	0.00%	0.00%	Authorize a three-year service contract for food establishment inspections - Bureau Veritas North America, Inc., most advantageous proposer of two - Not to exceed \$340,000 - Financing: Current Funds (subject to annual appropriations)
6			All	C	PBD, AVI, CES, EBS, SAN, TW, WTR	\$829,617.00	100.00%	100.00%	Authorize a three-year service contract for plumbing services at City facilities - A Star Heat & Air, Inc., lowest responsible bidder of three - Not to exceed \$829,617 - Financing: Current Funds (\$246,161), Water Utilities Current Funds (\$388,291), Sanitation Current Funds (\$91,716), Aviation Current Funds (\$43,260), Convention and Event Services Current Funds (\$42,100) and Stormwater Drainage Management Current Funds (\$18,089) (subject to annual appropriations)
7			All	C	PBD, FIR, PKR, POL, TW, WTR	\$235,154.00	0.00%	0.00%	Authorize a three-year service contract for boat and motor repairs - Tommy's Mobile Boat & Motor Service, Inc. in the amount of \$208,154 and Triad Marine & Industrial Supply, Inc. in the amount of \$27,000, lowest responsible bidders of two - Total not to exceed \$235,154 - Financing: Current Funds (\$124,284), Water Utilities Current Funds (\$100,460) and Stormwater Drainage Management Current Funds (\$10,410) (subject to annual appropriations)
8			14	C	PBD, AVI	\$2,313,720.00	100.00%	0.00%	Authorize a five-year service contract for preventative maintenance, parts and repair for the central utility plant at Love Field airport - Trane U.S., Inc., most advantageous proposer of three - Not to exceed \$2,313,720 - Financing: Aviation Current Funds (subject to annual appropriations)
9			All	C	PBD, OCA	\$178,935.79	0.00%	0.00%	Authorize the purchase of a broadcast transmitter and related equipment for WRR radio station - Nautel Maine, Inc., lowest responsible bidder of two - Not to exceed \$178,936 - Financing: WRR Capital Construction Funds
10			All	C	PBD, AVI, PBW, PKR, TW, WTR	\$1,354,745.95	100.00%	0.00%	Authorize a three-year master agreement for reprographic printing - Thomas Reprographics dba Thomas Printworks, lowest responsible bidder of four - Not to exceed \$1,354,746 - Financing: Current Funds (\$1,305,670), Water Utilities Current Funds (\$25,907), Stormwater Drainage Management Current Funds (\$12,288) and Aviation Current Funds (\$10,882)
11			All	C	PBD, AVI, CES, HOU, SAN, TW, WTR	\$2,118,956.30	100.00%	0.41%	Authorize a three-year master agreement for lumber and building materials - Craddock Lumber Company in the amount of \$1,833,247, Big D Lumber Company in the amount of \$276,950 and Simba Industries in the amount of \$8,760, lowest responsible bidders of four - Total not to exceed \$2,118,957 - Financing: Current Funds (\$1,185,533), 2015-16 Community Development Block Grant Funds (\$392,752), Aviation Current Funds (\$181,423), Water Utilities Current Funds (\$169,738), Stormwater Drainage Management Current Funds (\$100,758), Convention and Event Services Current Funds (\$79,124) and Sanitation Current Funds (\$9,629)
12			N/A	C	ATT, WTR	\$30,000.00	NA	NA	Authorize settlement of the claim of Ernen Chalmers in the lawsuit styled Noel Ortega et al. v. City of Dallas, Cause No. CC-14-02861-B - Not to exceed \$30,000 - Financing: Current Funds

# AGENDA DATE October 14, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
13			N/A	C	ATT	\$60,516.00	0.00%	0.00%	Authorize payment of annual software maintenance in support of the CityLaw Law Office Management System, a performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2015 through October 31, 2016 - Not to exceed \$60,516 - Financing: Current Funds (subject to appropriations)
14			N/A	C	CON	NC	NA	NA	Authorize the preparation of plans for issuance of General Obligation Refunding and Improvement Bonds, Series 2015 in an amount not to exceed \$227,000,000 - Financing: This action has no cost consideration to the City
15			All	C	EBS	NC	NA	NA	Authorize adoption of the revised Clean Fleet Policy in accordance with a request from the North Central Texas Council of Governments Regional Transportation Council - Financing: No cost consideration to the City
16			All	C	EBS	GT	NA	NA	Authorize (1) an application for and acceptance of the Texas Commission on Environmental Quality (TCEQ) Texas Natural Gas Vehicle Grant Program for ten Compressed Natural Gas Peterbilt vehicles - model 320 and 382 under contract number 582-15-51503-0838 in the amount of \$300,000 for the period December 10, 2014 through August 31, 2021; (2) an application for and acceptance of the TCEQ Texas Natural Gas Vehicle Grant Program for thirteen Compressed Natural Gas Peterbilt vehicles - model 382 under contract number 582-15-56447-0838 in the amount of \$487,500 for the period July 8, 2015 through August 31, 2021; (3) an application for and acceptance of the TCEQ Light-Duty Motor Vehicle Purchase or Lease Incentive Program for reimbursement of sixty-five vehicles at \$2,500 each for a total amount of \$162,500 under contract numbers listed in Attachment A; and (4) execution of the grant agreements - Total not to exceed \$950,000 - Financing: Texas Commission on Environmental Quality Grant Funds
17			All	C	EBS	GT	NA	NA	Authorize an application for and acceptance of grant funding from the North Central Texas Council of Governments as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration for the Clean Fleets North Texas 2015 Call for Projects Grant contingent upon approval by the North Central Texas Council of Governments - Not to exceed \$700,000 - Financing: North Central Texas Council of Governments Grant Funds
18			All	C	OHC	GT	NA	NA	Authorize (1) the acceptance of a grant from the U.S. Department of Housing and Urban Development (HUD) for the Fair Housing Assistance Program (FHAP) to process, investigate and conciliate housing discrimination complaints, administrative costs and HUD required staff training for the period October 1, 2015 through September 30, 2016; and (2) the execution of the cooperative grant agreement and any other documents related to the grant - Not to exceed \$274,825 - Financing: U.S. Department of Housing and Urban Development Grant Funds
19			All	C	HOU	GT	NA	NA	Authorize (1) a contract with the Department of State Health Services for the continuation of the Special Supplemental Nutrition Program for Women, Infants, and Children for the period October 1, 2015 through September 30, 2016; and (2) the execution of the Data Use Agreement between the Texas Health and Human Services Enterprise and the City - Not to exceed \$15,599,144 - Financing: Department of State Health Services Grant Funds
20			All	C	HOU	GT	NA	NA	Authorize contracts with fully-licensed child care providers pursuant to the City Child Care Services for the period October 1, 2015 through September 30, 2016 and with other fully-licensed child care providers selected by eligible parents during the fiscal year - Not to exceed \$127,301 - Financing: 2015-16 Community Development Block Grant Funds
21			All	C	HOU	\$100,040.00	NA	NA	Authorize an amendment to Resolution No. 15-1365, previously approved on August 12, 2015 to: (1) increase the local cash match from the City of Dallas by \$100,040 (from \$96,253 to \$196,293); (2) decrease the In-Kind Contributions by AIDS Arms, Inc. by \$100,040 (from \$175,000 to \$74,960); and (3) specify new terms regarding match requirements in the Memorandum of Understanding between the City of Dallas and AIDS Arms, Inc. to provide an In-Kind Contribution in the amount of \$74,960, under the Continuum of Care Grant for the Permanent Supportive Housing from the U.S. Department of Housing and Urban Development - Total not to exceed \$100,040 - Financing: Current Funds
22			Outside	C	IGS	NC	NA	NA	An ordinance approving Dallas/Fort Worth International Airport Board Resolution No. 2015-09-168, amendments to Chapters 2,3,9 and Appendix I to the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board regarding: (1) traffic regulations; (2) miscellaneous offenses; (3) airport security badges; and (4) street names and speed limits - Financing: No cost consideration to the City



# AGENDA DATE October 14, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
23			N/A	C	OFS, CIS, ECO, WTR	\$927,013.00	NA	NA	Authorize payment of annual membership fees and continuation of arrangements for providing specialized municipal-related services to Gartner, Inc. (IT Executives and Leaders) in the amount of \$121,089, North Central Texas Council of Governments in the amount of \$124,427, North Texas Commission in the amount of \$93,320, Oncor Cities Steering Committee in the amount of \$160,169, Texas Coalition of Cities For Utility Issues in the amount of \$51,243, Texas Municipal League in the amount of \$51,947, Water Environment Research Foundation in the amount of \$80,820, and Water Research Foundation in the amount of \$243,998 - Total not to exceed \$927,013 - Financing: Current Funds (\$602,195) and Water Utilities Current Funds (\$324,818)
24			All	C	PKR	NC	NA	NA	Authorize a five-year contract with two five-year renewal options for trustee services for the Park and Recreation Trust of the City of Dallas - Bank of Texas N.A., only proposer - Financing: No cost consideration to the City
25			7	C	PBW	\$18,088.72	NA	NA	Authorize an additional payment to the Texas Department of Transportation for the City's share of direct state costs associated with the design and construction of the safety improvements along the Union Pacific Railroad from Carlton Garrett Street (formerly Municipal Street) to Scyene Road - Not to exceed \$18,089, from \$37,661 to \$55,750 - Financing: 2006 Bond Funds
26			3	C	PBW	\$61,353.00	NA	NA	Authorize a service agreement with ONCOR Electric Delivery for the installation and connection of historical-style street lights on West Red Bird Lane from South Hampton Road to South Polk Street - Not to exceed \$61,353 - Financing: 2003 Bond Funds
27			2	C	PBW, CES	\$88,500.00	100.00%	100.00%	Authorize Supplemental Agreement No. 1 to the contract with Campos Engineering, Inc. for additional engineering services for renovation of the east kitchen at the Kay Bailey Hutchison Convention Center Dallas located at 650 South Griffin Street - Not to exceed \$88,500, from \$49,950 to \$138,450 - Financing: 2009 Convention Center Revenue Bonds
28			2	C	PBW, AVI	\$525,492.00	72.64%	30.22%	Authorize Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at Dallas Love Field - Not to exceed \$525,492, from \$236,929 to \$762,421 - Financing: Aviation Capital Construction Funds
29			6	C	PBW	\$370,000.00	NA	NA	Authorize (1) Amendment No. 2 to the Project Specific Agreement with Dallas County for Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork to expand the project limit and scope to include new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E and from Morrison Street to Shady Trail; and (2) an additional payment to Dallas County for the City's share of project costs for new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E - Not to exceed \$370,000 - Financing: 2006 Bond Funds
30			N/A	C	SAN	REV \$17,800	NA	NA	Authorize ordinances granting three franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code - Estimated Annual Revenue: \$17,800
31			2, 5, 7, 10	C	STS	\$184,841.78	NA	NA	Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2013 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated on and off system intersection improvements at Loop 12 (Buckner Boulevard) and John West Road, Abrams Road and Forest Lane, Bruton Road and St. Augustine Drive, Dilido Road and John West Road, Bruton Road and Prairie Creek Road, Bruton Road and Masters Drive, and Commerce Street and Good Latimer Expressway; (2) a required local match in the amount of \$184,842; and (3) an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$97,886 - Total not to exceed \$2,171,698 - Financing: Texas Department of Transportation Grant Funds (\$1,888,970) and Street Assessment Funds (\$184,842)

# AGENDA DATE October 14, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
32			3, 4, 10, 11	C	STS	\$12,496.00	NA	NA	Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program grant to design, upgrade and construct three traffic signals and associated on system intersection improvements at IH 35 East Frontage Road at South Loop 12, South Loop 12 at Hampton Road, and IH 635 Frontage Road at US 75; (2) a required local match in the amount of \$12,496; and (3) an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$76,900 - Total not to exceed \$1,280,268 - Financing: Texas Department of Transportation Grant Funds (\$1,190,872) and Street Assessment Funds (\$12,496)
33			1, 3, 4, 8, 11	C	STS	\$172,272.30	NA	NA	Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program grant to design, upgrade and construct five traffic signals and associated off system intersection improvements at Belt Line Road and Dallas Parkway, Hampton Road and Clarendon Drive, Hampton Road and Illinois Avenue, Hillcrest Road and Alpha Road, and Polk Street and Wheatland Road; (2) a required local match in the amount of \$172,273; and (3) an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$155,200 - Total not to exceed \$1,799,237 - Financing: Texas Department of Transportation Grant Funds (\$1,471,764) and Street Assessment Funds (\$172,273)
34			12	C	DEV, WTR	\$144,000.00	NA	NA	Authorize acquisition from Willow Greene Homeowners Association, of a total of approximately 20,569 square feet of land located near the intersection of McCallum Boulevard and Meandering Way for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$144,000 (\$138,654, plus closing costs and title expenses not to exceed \$5,346) - Financing: Water Utilities Capital Construction Funds
35			1, 2, 3, 4, 5, 6, 7, 9, 10, 13, 14, Outside	C	WTR	\$12,291,878.00	22.55%	25.75%	Authorize a contract for the installation of water and wastewater mains at 46 locations - Ark Contracting Services, LLC, lowest responsible bidder of four - Not to exceed \$12,291,878 - Financing: Water Utilities Capital Improvement Funds
36			All	C	WTR	\$50,000.00	NA	NA	Authorize a twenty-four-month contract with the Department of State Health Services to provide on-line computer services for the City's Bureau of Vital Statistics program to obtain certified copies of birth certificates at a cost of \$1.83 for each birth certificate printed for the period September 1, 2015 through August 31, 2017 - Not to exceed \$25,000 annually for a total not to exceed \$50,000 - Financing: Water Utilities Current Funds (to be reimbursed by Current Funds) (subject to annual appropriations)
37			All	C	WTR	REV \$1,176,042	NA	NA	Authorize a thirty-year contract with the Dallas/Fort Worth International Airport Board to continue providing treated water service, from October 8, 2015 through October 7, 2045 - Estimated Annual Revenue: \$1,176,042
38			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
39			All	I	ECO	NC	NA	NA	Authorize reappointment of Gilbert Gerst, Brentt Shropshire, Zenetta Drew and Edward Okpa to the Dallas Development Fund Board - Financing: No cost consideration to the City
40			14	I	ECO	\$1,650,000.00	NA	NA	Authorize a development agreement with WC 717 N Harwood Property, LLC, to reimburse TIF eligible project costs for streetscape and redevelopment project improvements in an amount not to exceed \$1,650,000, a portion of which is in the form of an Economic Development TIF Grant, for the 717 North Harwood Redevelopment Project from revenues accruing to Tax Increment Financing Reinvestment Zone Five (City Center TIF District) - Not to exceed \$1,650,000 - Financing: City Center TIF District Funds (subject to appropriations)

# AGENDA DATE October 14, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
41			All	I	HOU	GT	NA	NA	Authorize (1) the acceptance of a grant from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP) in an amount not to exceed \$806,510 for the period September 1, 2015 through August 31, 2016, and execution of the required grant agreements; (2) the acceptance of a grant from the Texas Department of State Health Services (TDSHS): (a) to provide services to the homeless through the Healthy Community Collaborative in the amount of \$2,613,607 for the period July 1, 2014 through August 31, 2017; and (b) a private 1:1 cash match in an amount not to exceed \$2,613,607 and execution of the grant agreement(s); and (3) the first amendment to the Management Services Contract, Phase II, with Bridge Steps to: (a) allow Bridge Steps to count the TDHCA and TDSHS funds toward Bridge Steps' required contribution to the Bridge operating budget for the period September 1, 2015 through August 31, 2016; and (b) require Bridge Steps to comply with all conditions of the TDHCA and TDSHS grant agreements - Total not to exceed \$3,420,117 - Financing: Texas Department of Housing and Community Affairs Grant Funds (\$806,510) and Texas Department of State Health Services Grant Funds (\$2,613,607)
42			4	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the boundaries of Specific Use Permit No. 1571 for a tower/antenna for cellular communication limited to a monopole cellular tower on property zoned a CR Community Retail District northeast of the intersection of South Lancaster Road and East Kiest Boulevard
43			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an NS(A) Neighborhood Service District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of Royal Lane and Brockbank Drive
44			1	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2011 for an alcoholic beverage establishment limited to a microbrewery, microdistillery or winery on property zoned Conservation District No. 7, the Bishop/Eighth Street Conservation District, on the northwest corner of West 7th Street and North Bishop Avenue
45			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2068 for a bar, lounge, or tavern on property zoned Planned Development District No. 269, Tract A, the Deep Ellum/Near East Side District, on the southeast corner of Main Street and Exposition Avenue
46			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a new subarea and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less within Tract 2A, Subarea 1 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay on the northwest corner of Scyene Road and South Buckner Boulevard
47			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Specific Use Permit No. 7 for a private school on property zoned an R-16(A) Single Family District on the west line of Inwood Road, south of Forest Lane
48			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merch
49			4	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an expansion of Planned Development District No. 812 and the creation of a new tract for mixed uses on property zoned an R-5(A) Single Family District and a CR Community Retail District at the southeast corner of East 11th Street and Fran Way
50			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an RR Regional Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned a CR Community Retail District, an MF-2(A) Multifamily District, and an LI Light Industrial District on the southeast corner of West Illinois Avenue and South Cockrell Hill Road
51			All	PH	ECO	NC	NA	NA	A public hearing to receive comments on the proposed establishment of a Property Assessed Clean Energy ("PACE") program for the City of Dallas pursuant to the Property Assessed Clean Energy Act ("PACE Act"), as amended (Texas Local Government Code Chapter 399) - Financing: No cost consideration to the City

**AGENDA DATE**      October 14, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
52			1, 2, 3, 4, 5, 6, 7, 8	PH	HOU	NC	NA	NA	A public hearing to receive comments on the proposed City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan; and at the close of the public hearing, consideration of approval of the City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City
53			14	PH	OEQ	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by GuideStone Financial Resources of the Southern Baptist Convention, located near the intersection of Fairmount Street and Cedar Springs Road and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to GuideStone Financial Resources of the Southern Baptist Convention, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City

**TOTAL            \$27,057,209.22**





## AGENDA ITEM # 2

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** October 14, 2015  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Aviation  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 33G

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### SUBJECT

Authorize **(1)** a Tenth Amendment to the Maintenance Base Lease with Southwest Airlines Co. to add 1.483 acres to the leased premises; and **(2)** an Agreement For Donation and Assignment to accept Southwest Airline's donation of all rights, title and interest in those certain items of tangible personal property and services to be incorporated in or used for the construction of improvements purchased by Southwest Airlines required under the Tenth Amendment to the Southwest Airlines Co. Maintenance Base Lease at Dallas Love Field - Financing: No cost consideration to the City

### BACKGROUND

Southwest Airlines Co. (Southwest) currently leases approximately 39.28 acres at Dallas Love Field under its Maintenance Base Lease. The primary term of the lease will expire on May 4, 2046. Southwest shall use the additional premises for the development and construction of airport improvements including an airplane wash bay.

In connection with Southwest construction of the new improvements on the Maintenance Base Lease, Southwest will acquire from third parties certain tangible personal property and services (collectively "Purchased Items") to be incorporated in or used for the construction of such improvements, and whereas Southwest has requested the City accept Southwest's donation and conveyance to the City of all rights, title and interest in such Purchased Items. Southwest may be able to obtain tax exemptions for these items if the City accepts the items immediately, instead of having title to the improvements vest within the City upon completion of construction, as is presently provided for in the lease.

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

Authorized Ground Lease, on April 25, 1977, by Resolution No. 77-1135.

Authorized Amendment to the Lease, on December 19, 1979, by Resolution No. 79-3718.

Authorized Amendment to the Lease, on July 24, 1985, by Resolution No. 85-2388.

Authorized 3rd Amendment to the Lease, on May 27, 1992, by Resolution No. 92-1949.

Authorized 4th Amendment to the Lease, on June 23, 1993, by Resolution No. 93-2495.

Authorized 5th Amendment to the Lease, on December 11, 1996, by Resolution No. 96-3899.

Authorized 6th Amendment to the Lease, on October 13, 1999, by Resolution No. 99-3346.

Authorized 7th Amendment to the Lease, on January 24, 2001, by Resolution No. 01-0329.

Authorized 8th Amendment to the Lease, on January 24, 2001, by Resolution No. 01-0329.

Authorized 9th Amendment to the Lease, on September 14, 2011, by Resolution No. 11-2366.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

## **FISCAL INFORMATION**

No cost consideration to the City.

## **OWNER**

**Southwest Airlines Co.**

Gary C. Kelly, Chairman of the Board, President and Chief Executive Officer  
Laura H. Wright, Senior Vice President Finance and Chief Financial Officer  
Ron Ricks, Executive Vice President Corporate Services and Corporate Secretary



**MAP**

Attached.

DALLAS LOVE FIELD  
Southwest Airlines Co.  
Existing Maintenance Base Lease  
MAPSCO 33G



October 14, 2015

**WHEREAS**, Southwest Airlines Co. (Lessee) currently leases approximately 39.28 acres of land at Dallas Love Field from the City of Dallas under that one certain lease referred to as the Maintenance Base Lease dated March 1, 1978; and,

**WHEREAS**, Lessee has seen a tremendous increase in its operations at Dallas Love Field since the expiration of the Wright Amendment and requires additional land for the construction of new improvements on the leased premises; and,

**WHEREAS**, under the existing Maintenance Base Lease title to all newly constructed improvements on the leased premises at Love Field shall vest in the City upon completion of construction; and,

**WHEREAS**, in connection with Lessee's construction of new improvements including an airplane wash bay on the Maintenance Base Lease, Lessee has requested, and the City agrees to accept, the donation of all rights, title and interest in those certain items of tangible personal property and services to be incorporated in or used for the construction of such improvements purchased by Lessee.

**Now, Therefore,**

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

**Section 1.** That the proposed Tenth Amendment to the Southwest Airlines Co. Maintenance Base Lease and the Agreement For Donation and Assignment are hereby approved and the City Manager is authorized to execute, on behalf of the City of Dallas, a Tenth Amendment to the Southwest Airlines Co. Maintenance Base Lease and the Agreement For Donation and Assignment after approval as to form by the City Attorney.

**Section 2.** That the Tenth Amendment to the Southwest Airlines Co. Maintenance Base Lease evidences, among other things, the following terms and conditions:

- (a) An additional 1.483 acres of land shall be added to the Leased Premises.
- (b) Lessee shall cooperate with the City in the construction and equipping of certain airport improvements including an airplane wash bay on the additional land.

October 14, 2015

**Section 3.** That the Agreement For Donation and Assignment between the City of Dallas and Southwest Airlines Co. evidences, among other things, the following terms and conditions:

- (a) In connection with Southwest Airlines Co. construction of the new improvements on the Maintenance Base Lease, Southwest will acquire from third parties certain items of tangible personal property and services (collectively "Purchased Items") to be incorporated in or used for the construction of such improvements, and Southwest will donate and convey to the City, and the City will accept, all rights, title and interest in such Purchased Items.

**Section 4.** That the Chief Financial Officer is hereby authorized to deposit all revenues received under the Lease to: Aviation Operating Fund 0130; Dept. AVI; Unit 7722; Revenue Source 7814.

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

## AGENDA ITEM # 3

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** October 14, 2015  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Aviation  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 34K

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### SUBJECT

Authorize **(1)** the rescission of Resolution No. 15-0264, previously approved on February 11, 2015, which authorized a lease agreement and rent abatement with DTG Operations, Inc.; and **(2)** a new lease agreement and rent abatement with DTG Operations, Inc. for approximately 106,137 square feet of improved land, buildings, and other improvements at Dallas Love Field to run through December 31, 2017, with seven, one-year extension options to extend the lease, rent abatement is in consideration of and conditional to DTG Operations, Inc. retrofitting the office building, maintenance building, car wash, and other improvements at the lessee's expense in an amount not to exceed \$1,200,000 - Revenue Foregone - \$1,200,000

### BACKGROUND

DTG Operations, Inc. (DTG) operated its car rental brands, Dollar and Thrifty, on Mockingbird Lane. In the spring of 2014, DTG was given notice to vacate that property by the owner, Southwest Airlines ("SWA"), in order for SWA to create surface parking lots.

City staff began working with DTG to provide temporary space for its retail operations located on Airport property. DTG began operating out of a modular building at a temporary site in July, 2014. DTG desires to lease permanent space at the Airport for its retail operations. City staff desires to lease the proposed property to DTG for a term through December 2017, in order for the DTG lease to run concurrent with other car rental leases. The subject space was previously used by a rental car agency and has been vacant for several years. The property is in disrepair, including having had the utilities and HVAC removed and asbestos and mold present. DTG will be responsible for retrofitting and maintaining the existing office building (including removing the asbestos and mold), maintenance building, and car wash, and making other agreed-upon improvements on the land including landscaping at its sole expense for a cost not to exceed \$1,200,000.

## **BACKGROUND** (Continued)

On February 11, 2015, the Dallas City Council authorized the City Manager, by Resolution No. 15-0264, to enter into a two-year, ten-month lease of the same property with DTG, including a rent abatement for the term of the lease, which has not been executed. The Department of Aviation long range plans include the development of a Consolidated Rental Car Facility ("ConRAC") to which the Aviation Department hopes to relocate all Airport rental car companies by early 2018. However, with the expiration of the Wright Amendment and the major increase in customer demand for rental cars at the Airport, Department of Aviation has begun the process of identifying potential off airport sites for the future construction of a ConRAC. With this future development in sight, Department of Aviation understands that DTG will be required to stay at the proposed leased premises longer than initially anticipated when the Department of Aviation came to the City Council in February 2015 for approval of the original lease agreement.

Now, Department of Aviation desires to offer DTG seven, one-year extension options and allow the rent abatement to continue into any of the properly exercised option periods until the total rent abatement, based on the amount of DTG's expenditures retrofitting the buildings, but not to exceed \$1,200,000.00, is credited. DOA will have the right to terminate the proposed DTG lease at the leased premises during the term of the lease, including all option terms, when the ConRAC is complete and ready for occupancy and negotiate a new lease with DTG for space in the ConRAC; provided, however, that if DTG's lease improvement costs have not been recovered through the agreed rent abatement at the time that the ConRAC is ready for occupancy, the DTG rent abatement shall carry over to a new DTG lease at the ConRAC facility until the remaining lease improvement costs have been credited.

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

Authorized a lease agreement and rent abatement with DTG, on February 11, 2015, by Resolution No. 15-0264.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

## **FISCAL INFORMATION**

Revenue Foregone - \$1,200,000

## **OWNER**

**DTG Operations, Inc.**, an Oklahoma corporation

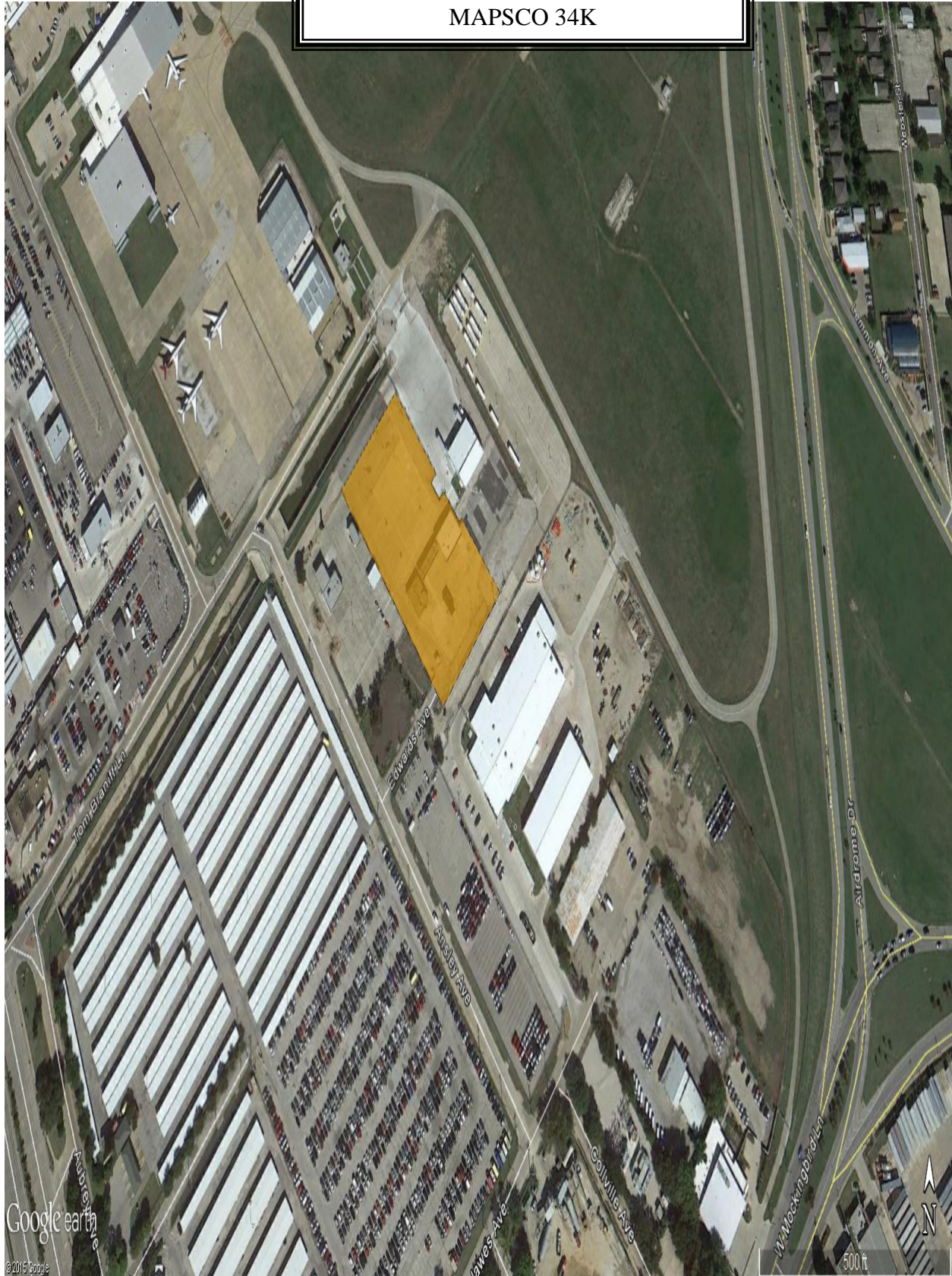
Michael Holdgrafer, Vice President Real Estate and Concessions

**MAP**

Attached.



DALLAS LOVE FIELD  
DTG Operations, Inc.  
Lease Premises  
MAPSCO 34K





October 14, 2015

**WHEREAS**, the City of Dallas ("Lessor") owns and operates an airport in the City of Dallas, Dallas County, Texas, known as Dallas Love Field; and,

**WHEREAS**, in Spring 2014, DTG Operations, Inc. ("DTG"), operating a rental car operation at the Airport, had a need to move its operations to a temporary premises on the Airport; and,

**WHEREAS**, on February 11, 2015, pursuant to Council Resolution No. 15-0264, Lessor approved a lease with DTG at a location that became available; and,

**WHEREAS**, since the approval of the lease in February, additional time by DTG in the proposed lease premises has become necessary due to City plans for a more permanent consolidated car rental facility ("ConRAC"), and the approved lease was never executed; and,

**WHEREAS**, Lessor hereby desires to enter into a new lease with DTG, and DTG hereby desires to accept from Lessor certain land and improvements at the Airport as further described in the lease, subject to the terms, conditions and covenants of the lease; and,

**WHEREAS**, Lessor agrees to abate rent during the primary term of the lease and any option periods up to an amount not to exceed \$1,200,000 based on the amount DTG expends on retrofitting the leased premises; and,

**WHEREAS**, the primary lease term is through December 31, 2017, to run concurrently with other car rental leases at the Airport, with seven (7) one year option periods.

**Now, Therefore,**

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

**Section 1.** That Resolution No. 15-0264, previously approved on February 11, 2015, authorizing a lease agreement at Dallas Love Field with DTG Operations, Inc. is hereby rescinded.

**Section 2.** That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a new lease agreement with DTG Operations, Inc.; subject to the certain terms and conditions identified in Section 3 and Section 4 of this resolution.

October 14, 2015

**Section 3.** Lessor, in consideration of and conditional to DTG retrofitting the buildings and constructing other improvements at its expense, will abate rent during the term of the lease, including the primary term ending December 31, 2017 and seven one (1) year option periods, in an amount equal to the agreed costs of DTG's work performed on the premises, said costs and rental abatement not to exceed \$1,200,000.00.

**Section 4.** That the DTG lease agreement rent abatement shall be credited at \$7,666.45 per month for the primary term of the lease, subject to rent escalations at each extension option, and extend to all option periods until the total \$1,200,000.00 abatement cap has been reached. In the event that the Lessor requests relocation of DTG's car rental operations to the ConRAC facility or any other facility, DTG Operations, Inc. will relocate to a space therein and the amount of the unapplied remaining rent abatement authorized herein, if any, shall transfer and be credited to any rent obligations of DTG Operations, Inc., at the new facility.

**Section 5.** DTG and the City shall agree to the following:

- (A) Execution of a lease of approximately 106,137 square feet of improved land, buildings and other improvements at Dallas Love Field, for a primary term of July 1, 2014 through December 31, 2017, with seven (7) one year extension options exercisable by DTG, which options shall be extinguished at the time that the anticipated ConRAC facility be completed and is ready for occupancy.
- (B) DTG will retrofit the office building, maintenance building, car wash and improved land at its expense at a cost not to exceed \$1,200,000.00 and relocate to the premises within ten (10) months after execution 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.

## AGENDA ITEM # 4

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Business Development & Procurement Services

**CMO:** Jeanne Chipperfield, 670-7804

**MAPSCO:** 45Q

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### **SUBJECT**

Authorize **(1)** a sixteen-month service contract to establish a master agreement for meter lease and maintenance for four Pitney Bowes postage machines in the amount of \$54,656; and **(2)** a sixteen-month master agreement for postage in the amount of \$2,944,934 - Pitney Bowes, Inc., sole source - Total not to exceed \$2,999,590 - Financing: Current Funds (subject to annual appropriations)

### **BACKGROUND**

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

These agreements will allow for meter lease and maintenance of four Pitney Bowes machines in addition to the purchase of metered postage. Pitney Bowes, Inc. offers this postage at no mark up or premium above the cost of U.S. Postal Services (USPS) postage fees. In June, 2013, the City exercised a lease end option to purchase three mail postage processing machines and one inserter machine in order to maximize savings at the end of a five year term lease agreement. This sixteen-month agreement will enable the City to continue utilizing the machines throughout their useful life of eight years.

Each of the mail machines owned by the City includes a postage meter attachment that applies appropriate postage to each mail piece processed in accordance to U.S. Postal standards. The postage cost savings in the Express Business Center (EBC) processing City wide metered mail at presort first class rate vs first class rate saved the City annually an average of 20% for FY14.

## **BACKGROUND (Continued)**

The mail machines offer an efficient method of processing mail at a metered and presort discounted rate. The postage meter equipment includes the proprietary software which is an information management system that captures City postal transactions from the meters and mailing systems. EBC processes approximately 1.1 million citywide mail pieces and 3.3 million water utility bills and notices per year. EBC serves as the central mail distribution facility for City offices by providing pickup and delivery of U.S. mail.

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

On January 23, 2008, City Council authorized (1) a sixty-month equipment lease agreement for a mail processing inserter machine; (2) a thirty-six-month equipment lease agreement for three mail postage processing machines; and (3) a sixty-month master agreement for postage by Resolution No. 08-0298.

On June 26, 2013, City Council authorized Supplemental Agreement No. 1 to increase the service contract to exercise the lease end option to purchase three mail postage processing machines and a mail processing inserter machine by Resolution No. 13-1066.

On September 10, 2014, City Council authorized an increase to the master agreement for meter postage by Resolution No. 14-1454.

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$2,999,589.38 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

There were no M/WBE vendors contacted for this item because the recommended awardee is the sole source provider.

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

### **Pitney Bowes, Inc.**

White Male	65	White Female	13
Black Male	10	Black Female	3
Hispanic Male	22	Hispanic Female	2
Other Male	1	Other Female	0

## **BID INFORMATION**

<b><u>Bidder</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
Pitney Bowes, Inc.	3001 Summer Street Stamford, CT 06926	\$2,999,589.38

**Note:** Pursuant to Business Development and Procurement Services' (BDPS) request, the Auditor's office has reviewed this sole source item and submitted related documentation and has determined BDPS meets the exceptions from competitive bidding as specified in the State of Texas Local Government Code, Chapter 252.022, General Exemptions (a)(7).

## **OWNER**

### **Pitney Bowes, Inc.**

Marc B. Lautenbach, President  
Patrick M. Brand, Vice President  
Amy C. Corn, Secretary  
Debbie Salce, Treasurer

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize (1) a sixteen-month service contract to establish a master agreement for meter lease and maintenance for four Pitney Bowes postage machines in the amount of \$54,656; and (2) a sixteen-month master agreement for postage in the amount of \$2,944,934 - Pitney Bowes, Inc., sole source - Total not to exceed \$2,999,590 - Financing: Current Funds (subject to annual appropriations)

Pitney Bowes, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$2,999,589.38	100.00%
<b>TOTAL CONTRACT</b>	<b>\$2,999,589.38</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%
Total	\$0.00	0.00%	\$0.00	0.00%

October 14, 2015

**WHEREAS**, on January 23, 2008, City Council authorized (1) a sixty-month equipment lease agreement for a mail processing inserter machine; (2) a thirty-six-month equipment lease agreement for three mail postage processing machines; and (3) a sixty-month master agreement for postage by Resolution No. 08-0298; and,

**WHEREAS**, on May 21, 2013, Administrative Action No. 13-5742 authorized to extend the master agreement for a one year period from July 30, 2013 to July 30, 2014; and,

**WHEREAS**, on June 26, 2013, City Council authorized Supplemental Agreement No. 1 to increase the service contract to exercise the lease end option to purchase three mail postage processing machines and a mail processing inserter machine by Resolution No. 13-1066; and,

**WHEREAS**, on August 8, 2014, Administrative Action No. 14-6423 authorized a one-year extension and increase of funds in an amount not to exceed \$50,000.00, increasing the master agreement amount from \$12,255,000.00 to \$12,305,000.00; and,

**WHEREAS**, on September 10, 2014, City Council authorized an increase to the master agreement for meter postage in an amount not to exceed \$3,013,750.00, increasing the master agreement amount from \$12,305,000.00 to \$15,318,750.00, by Resolution No. 14-1454; and,

**WHEREAS**, on June 7, 2015, Administrative Action No. 15-6069 authorized to extend the master agreement for a six month period from July 31, 2015 to January 30, 2016;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract to establish a master agreement with Pitney Bowes, Inc. (063151) for meter lease and maintenance for four Pitney Bowes postage machines for a term of sixteen months in an amount not to exceed \$54,655.84, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Pitney Bowes, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Pitney Bowes, Inc. under the contract.

**Section 2.** That a master agreement for the purchase of postage is authorized with Pitney Bowes, Inc. (063151) for a term of sixteen months in an amount not to exceed \$2,944,933.54.

October 14, 2015

**Section 3.** That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for postage. If a written contract is required or requested for any or all purchases of postage under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

**Section 4.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,999,589.38.

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



## AGENDA ITEM # 5

**KEY FOCUS AREA:** Public Safety

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Code Compliance

**CMO:** Jeanne Chipperfield, 670-7804  
Joey Zapata, 670-3009

**MAPSCO:** N/A

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### SUBJECT

Authorize a three-year service contract for food establishment inspections – Bureau Veritas North America, Inc., most advantageous proposer of two – Not to exceed \$340,000 - Financing: Current Funds (subject to annual appropriations)

### BACKGROUND

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

This contract will provide contracted food establishment inspection services for fixed food facility locations, mobile food units and temporary events throughout the City. This contract will be used to augment City staff.

Code Compliance conducts approximately 13,500 food establishment inspections annually between food establishment inspections and temporary event inspections as required by the Texas Food Establishment Rules and the City of Dallas Code of Ordinance - Chapter 17.

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

- Code Compliance (1)
- Convention and Event Services (1)
- Human Resources (1)
- Park & Recreation (1)
- Business Development and Procurement Services (2)\*

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

## **BACKGROUND (Continued)**

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

- |   |     |
|---|-----|
| ● Cost                                    | 55% |
| ● Experience and capability               | 30% |
| ● Business Inclusion and Development Plan | 15% |

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 1,132 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

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

Information about this item will be provided to the Quality of Life and Environment Committee on October 12, 2015.

## **FISCAL INFORMATION**

\$340,000.00 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

240 - Vendors contacted

239 - No response

1 - Response (Bid)

0 - Response (No Bid)

0 - Successful

1,132 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

### **Bureau Veritas North America, Inc.**

White Male	37	White Female	20
Black Male	1	Black Female	0
Hispanic Male	5	Hispanic Female	3
Other Male	2	Other Female	2

## **PROPOSAL INFORMATION**

The following proposals were received from solicitation number BPZ1507 and were opened on April 30, 2015. This service contract is being awarded in its entirety to the most advantageous proposer.

\*Denotes successful proposer

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>	<b><u>Amount</u></b>
*Bureau Veritas North America, Inc.	1000 Jupiter Road Suite 800 Plano, TX 75074	91%	\$340,000.00
A + Food Industry Inspections, Inc.	8316 Pinnacle Drive Frisco, TX 75033	78%	\$374,000.00

## **OWNER**

### **Bureau Veritas North America, Inc.**

Pedro Guimaraes, President  
Heather B. Bush, Vice President

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a three-year service contract for food establishment inspections – Bureau Veritas North America, Inc., most advantageous proposer of two – Not to exceed \$340,000 - Financing: Current Funds (subject to annual appropriations)

Bureau Veritas North America, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$340,000.00	100.00%
<b>TOTAL CONTRACT</b>	<b>\$340,000.00</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%
Total	\$0.00	0.00%	\$0.00	0.00%

October 14, 2015

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

**Section 1.** That the City Manager is authorized to execute a service contract with Bureau Veritas North America, Inc. (VS0000019283) for food establishment inspections for a term of three years in an amount not to exceed \$340,000.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Bureau Veritas North America, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Bureau Veritas North America, Inc. under the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$340,000.00 (subject to annual appropriations).

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



## AGENDA ITEM # 6

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Aviation  
Convention and Event Services  
Equipment & Building Services  
Sanitation Services  
Trinity Watershed Management  
Water Utilities

**CMO:** Jeanne Chipperfield, 670-7804  
Ryan S. Evans, 671-9837  
Jill A. Jordan, P.E., 670-5299  
Joey Zapata, 670-3009  
Mark McDaniel, 670-3256

**MAPSCO:** N/A

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### **SUBJECT**

Authorize a three-year service contract for plumbing services at City facilities - A Star Heat & Air, Inc., lowest responsible bidder of three - Not to exceed \$829,617 - Financing: Current Funds (\$246,161), Water Utilities Current Funds (\$388,291), Sanitation Current Funds (\$91,716), Aviation Current Funds (\$43,260), Convention and Event Services Current Funds (\$42,100) and Stormwater Drainage Management Current Funds (\$18,089) (subject to annual appropriations)

### **BACKGROUND**

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

This service contract will provide plumbing services at City facilities to supplement City staff for projects that require specialized services, additional labor and after hour services. Equipment & Building Services processed approximately 3,400 plumbing service requests during FY 2013-14. This service contract ensures plumbing services are available 24 hours 7 days a week to the City. The service contract also provides specialized equipment such as plumbing line sewer cameras for the inspection of pipes, hydrojet machinery for high pressure pipe cleaning and vacuum trucks.

## **BACKGROUND (Continued)**

Examples of services available through this contract are clearing clogged drains, detect and repair leaks, replace toilets, sinks, tubs or pipes. This service contract will also cover services such as cleaning sewer lines, installing water heaters, inspecting and testing gas lines. Services will be performed at City facilities such as:

- Fire stations
- Police stations
- City Hall
- Convention Center
- Libraries
- Fair Park
- Recreation centers

This solicitation was structured in a manner which required bidders to submit a response using unit pricing. This bid resulted in a 5.51% decrease over comparable unit prices for the bid awarded in 2012.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 831 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

On June 13, 2012, City Council authorized a three-year service contract for plumbing services at City facilities by Resolution No. 12-1515.

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$246,161.00 - Current Funds (subject to annual appropriations)  
\$388,291.00 - Water Utilities Current Funds (subject to annual appropriations)  
\$ 91,716.00 - Sanitation Current Funds (subject to annual appropriations)  
\$ 43,260.00 - Aviation Current Funds (subject to annual appropriations)  
\$ 42,100.00 - Convention and Event Services Current Funds (subject to annual appropriations)  
\$ 18,089.00 - Stormwater Drainage Management Current Funds (subject to annual appropriations)



## **M/WBE INFORMATION**

244 - Vendors contacted  
241 - No response  
3 - Response (Bid)  
0 - Response (No bid)  
1 - Successful

831 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

### **A Star Heat & Air, Inc.**

White Male	14	White Female	0
Black Male	1	Black Female	0
Hispanic Male	26	Hispanic Female	4
Other Male	1	Other Female	0

## **BID INFORMATION**

The following bids were received from solicitation number BM1532 and were opened on July 9, 2015. This service contract is being awarded in its entirety to the lowest responsive and responsible bidder.

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*A Star Heat & Air, Inc.	418 Forest Gate Dr. Garland, TX 75042	\$ 829,617.00
H2O Plumbing, LLC	4041 W. Wheatland Rd. Suite 156-341 Dallas, TX 75237	\$ 847,910.00
Concept Facility Services	646 E. Highway 67 Duncanville, TX 75137	\$1,222,640.00

## **OWNER**

### **A Star Heat & Air, Inc.**

Eliseo Esparza, President

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a three-year service contract for plumbing services at City facilities - A Star Heat & Air, Inc., lowest responsible bidder of three - Not to exceed \$829,617 - Financing: Current Funds (\$246,161), Water Utilities Current Funds (\$388,291), Sanitation Current Funds (\$91,716), Aviation Current Funds (\$43,260), Convention and Event Services Current Funds (\$42,100) and Stormwater Drainage Management Current Funds (\$18,089) (subject to annual appropriations)

A Star Heat & Air, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$829,617.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$829,617.00</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>
A Star Heat & Air, Inc	HMDB20150Y0816	\$829,617.00	100.00%
<b>Total Minority - Local</b>		<b>\$829,617.00</b>	<b>100.00%</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	\$829,617.00	100.00%	\$829,617.00	100.00%
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>\$829,617.00</b>	<b>100.00%</b>	<b>\$829,617.00</b>	<b>100.00%</b>

October 14, 2015

**WHEREAS**, on June 13, 2012, City Council authorized a three-year service contract for plumbing services at City facilities by Resolution No. 12-1515;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with A Star Heat & Air, Inc. (VS0000068679) for plumbing services at City facilities for a term of three years in an amount not to exceed \$829,617.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to A Star Heat & Air, Inc., shall be based only on the amount of the services directed to be performed by the City and properly performed by A Star Heat & Air, Inc. under the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$829,617.00 (subject to annual appropriations).

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



## AGENDA ITEM # 7

**KEY FOCUS AREA:** Public Safety

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Fire  
Park & Recreation  
Police  
Trinity Watershed Management  
Water Utilities

**CMO:** Jeanne Chipperfield, 670-7804  
Eric Campbell, 670-3255  
Mark McDaniel, 670-3256  
Willis Winters, 670-4071

**MAPSCO:** N/A

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### **SUBJECT**

Authorize a three-year service contract for boat and motor repairs – Tommy’s Mobile Boat & Motor Service, Inc. in the amount of \$208,154 and Triad Marine & Industrial Supply, Inc. in the amount of \$27,000, lowest responsible bidders of two – Total not to exceed \$235,154 – Financing: Current Funds (\$124,284), Water Utilities Current Funds (\$100,460) and Stormwater Drainage Management Current Funds (\$10,410) (subject to annual appropriations)

### **BACKGROUND**

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

This service contract provides boat and motor repairs utilized by various departments throughout the City.

Fire-Rescue has nine hard bottom boats and fifteen inflatable boats. The hard bottom boats are used during emergency water rescues and special lake events in Dallas or suburban areas. The inflatable boats are utilized during local flooding, streams and confined water bodies. The inflatable style boat can be disassembled so that they can be easily stored and transported to water when needed. These boats are used on an as needed basis and need to be in prime condition to ensure a timely response.

## **BACKGROUND (Continued)**

These services are also used by Water Utilities to monitor the watershed and quality of raw water supply to water purification plants. These boats provide access to area reservoirs such as:

- Lake Ray Hubbard
- Lake Ray Roberts
- Lake Tawakoni

Water Utilities uses these boats to respond to contain spills that may occur from traffic accidents on highways and bridges when roads are inaccessible.

This agreement is also used by Police to patrol the lakes for safety and rescue operations, as well as Trinity Watershed Management to remove debris from creeks, channels and the floodway throughout the City

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 177 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

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

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$124,284.00 - Current Funds (subject to annual appropriations)

\$100,460.00 - Water Utilities Current Funds (subject to annual appropriations)

\$ 10,410.00 - Stormwater Drainage Management Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

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

177 M/WBE and Non-M/WBE vendors were contacted

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

### **Tommy's Mobile Boat & Motor Service, Inc.**

White Male	7	White Female	0
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

### **Triad Marine & Industrial Supply, Inc.**

White Male	3	White Female	2
Black Male	1	Black Female	0
Hispanic Male	1	Hispanic Female	0
Other Male	0	Other Female	0

## **BID INFORMATION**

The following bids were received from solicitation number BX1520 and were opened on May 14, 2015. This service contract is being awarded to the lowest responsive and responsible bidders by group.

\*Denotes successful bidders

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*Tommy's Mobile Boat & Motor Service, Inc.	2315 Hwy. 276 Rockwall, TX 75032	Multiple Groups
*Triad Marine & Industrial Supply, Inc.	1155 FM 518 Rd. Kemah, TX 77565	Multiple Groups

## **OWNERS**

### **Tommy's Mobile Boat & Motor Service, Inc.**

Tommy Yetts, President

Sylvia Y. Yetts, Vice President

### **Triad Marine & Industrial Supply, Inc.**

John M Goforth, President

Tina L. Miller, Vice President



## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a three-year service contract for boat and motor repairs – Tommy's Mobile Boat & Motor Service, Inc. in the amount of \$208,154 and Triad Marine & Industrial Supply, Inc. in the amount of \$27,000, lowest responsible bidders of two – Total not to exceed \$235,154 – Financing: Current Funds (\$124,284), Water Utilities Current Funds (\$100,460) and Stormwater Drainage Management Current Funds (\$10,410) (subject to annual appropriations)

Tommy's Mobile Boat & Motor Service, Inc. and Triad Marine & Industrial Supply, Inc. are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$235,154.00	100.00%
<b>TOTAL CONTRACT</b>	<u>\$235,154.00</u>	<u>100.00%</u>

### 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%
Total	<u>\$0.00</u>	<u>0.00%</u>	<u>\$0.00</u>	<u>0.00%</u>

October 14, 2015

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

**Section 1.** That the City Manager is authorized to execute a service contract with Tommy's Mobile Boat & Motor Service, Inc. (VS0000034191) in the amount of \$208,154.00 and Triad Marine & Industrial Supply, Inc. (357118) in the amount of \$27,000.00 for boat and motor repairs for a term of three years in a total amount not to exceed \$235,154.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Tommy's Mobile Boat & Motor Service, Inc. and Triad Marine & Industrial Supply, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Tommy's Mobile Boat & Motor Service, Inc. and Triad Marine & Industrial Supply, Inc. under the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$235,154.00 (subject to annual appropriations).

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

## AGENDA ITEM # 8

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Business Development & Procurement Services  
Aviation

**CMO:** Jeanne Chipperfield, 670-7804  
Ryan S. Evans, 671-9837

**MAPSCO:** 34E

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### SUBJECT

Authorize a five-year service contract for preventative maintenance, parts and repair for the central utility plant at Love Field airport – Trane U.S., Inc., most advantageous proposer of three - Not to exceed \$2,313,720 - Financing: Aviation Current Funds (subject to annual appropriations)

### BACKGROUND

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

The purpose of this service contract is to provide preventative maintenance, parts and repair for the central utility plant at Love Field airport. The central utility plant supplies chilled water, heating, humidification and emergency back-up utilities for Love Field. Having this system working at optimal operational level maintains equipment efficiencies and minimizes the need for costly repairs. This service contract will provide all materials, labor and equipment necessary to perform scheduled inspections, preventive maintenance, parts and repairs as required by the equipment manufacturer to ensure efficient continuous operation.

The following are examples of equipment to be maintained through this service contract:

- Air compressors
- Air drier system
- Centrifugal chillers
- Expansion tanks
- Solid material separator
- Cooling towers
- Boilers

## **BACKGROUND (Continued)**

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

- Equipment & Building Services (1)
- Aviation (2)
- Convention and Event Services (1)
- Business Development and Procurement Services (2)\*

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

The successful proposer was selected by the committee on the basis of the following criteria:

- Cost 45%
- Qualifications and Experience 30%
- Business Inclusion and Development Plan 15%
- Training 10%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 1,529 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

On May 23, 2012, City Council authorized a four-year service contract for inspections and preventative maintenance for all central utility plant equipment at Love Field Airport by Resolution No. 12-1369.

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$2,313,720.00 - Aviation Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

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

1,529 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

Trane U.S., Inc.

White Male	215	White Female	38
Black Male	5	Black Female	5
Hispanic Male	8	Hispanic Female	4
Other Male	0	Other Female	0

## **PROPOSAL INFORMATION**

The following proposals were received from solicitation number BFZ1504 and were opened on March 5, 2015. This service contract is being awarded in its entirety to the most advantageous proposer.

\*Denotes successful proposer

*Trane U.S., Inc.	1400 Valwood Pkwy. Suite #100 Carrollton, TX 75006	85%	\$2,313,720.00
The Brandt Companies, LLC	1728 Briercroft Court Carrollton, TX 75006	82%	\$2,393,556.00
TDIndustries, Inc.	13850 Diplomat Drive Dallas, TX 75234	36%	\$3,188,178.00

**OWNER**

**Trane U.S., Inc.**

David Regnery, President  
Dane Taival, Vice President  
Angel Shelton, Secretary  
Janet Pfeffier, Treasurer

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a five-year service contract for preventative maintenance, parts and repair for the central utility plant at Love Field airport – Trane U.S., Inc., most advantageous proposer of three - Not to exceed \$2,313,720 - Financing: Aviation Current Funds (subject to annual appropriations)

Trane U.S., Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,313,720.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$2,313,720.00</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%
Total	\$0.00	0.00%	\$0.00	0.00%

October 14, 2015

**WHEREAS**, on May 23, 2012, City Council authorized a four-year service contract for inspections and preventative maintenance for all central utility plant equipment at Love Field Airport by Resolution No. 12-1369; and,

**WHEREAS**, on June 3, 2014, Administrative Action No. 14-5969 authorized supplemental agreement no. 1 to the service contract to increase funds in an amount not to exceed \$49,866.50, increasing the service contract amount from \$199,466.00 to \$249,332.50;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with Trane U.S., Inc. (192154) for preventative maintenance, parts and repair for the central utility plant at Love Field airport for a term of five years in an amount not to exceed \$2,313,720.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Trane U.S., Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Trane U.S., Inc. under the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,313,720.00 (subject to annual appropriations).

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



## AGENDA ITEM # 9

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Office of Cultural Affairs

**CMO:** Jeanne Chipperfield, 670-7804  
Joey Zapata, 670-1204

**MAPSCO:** N/A

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### SUBJECT

Authorize the purchase of a broadcast transmitter and related equipment for WRR radio station - Nautel Maine, Inc., lowest responsible bidder of two - Not to exceed \$178,936 - Financing: WRR Capital Construction Funds

### BACKGROUND

This action will allow for the purchase of a new broadcast transmitter and related equipment. This new broadcast transmitter is needed to replace an existing unit at the main antenna site in Cedar Hill. The transmitter being replaced is over ten years old and has reached its end of service life.

Replacing this unit now will allow WRR to continue to provide reliable, high quality FM and high definition (HD) signals over WRR's large coverage area and expand the number of HD channels WRR operates. WRR intends to lease two of the four available HD channels to other, non-competing radio stations for a potential \$100,000 to \$120,000 annual revenue.

This new broadcast transmitter also has built in redundancy in the event of a malfunction or preventative maintenance. This redundancy helps ensures WRR and their HD leases stays on air 100% of the time.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 222 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

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

Information about this item will be provided to the Budget, Finance & Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$178,935.79 - WRR Capital Construction Funds

## **M/WBE INFORMATION**

24 - Vendors contacted

24 - No response

0 - Response (Bid)

0 - Response (No Bid)

0 - Successful

222 M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

Nautel Maine, Inc.

White Male	27	White Female	11
Black Male	1	Black Female	0
Hispanic Male	2	Hispanic Female	0
Other Male	0	Other Female	0

## **BID INFORMATION**

The following bids were received from solicitation number BH1519 and were opened on August 20, 2015. This purchase is being awarded in its entirety to the lowest responsive and responsible bidder.

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
*Nautel Maine, Inc.	201 Target Industrial Circle Bangor, MN 04401	\$178,935.79

**BID INFORMATION (Continued)**

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
GBS-Giesler Broadcasting Supply, Inc.	P.O. Box 416 Alvin, TX 77512	\$211,599.00

**OWNER****Nautel Maine, Inc.**

Kevin Rodgers, President  
Darlene Fowlor, Secretary

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize the purchase of a broadcast transmitter and related equipment for WRR radio station - Nautel Maine, Inc., lowest responsible bidder of two - Not to exceed \$178,936 - Financing: WRR Capital Construction Funds

Nautel Maine, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Goods

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$178,935.79	100.00%
<b>TOTAL CONTRACT</b>	<b>\$178,935.79</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%
Total	\$0.00	0.00%	\$0.00	0.00%

October 14, 2015**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the purchase of a broadcast transmitter and related equipment for WRR radio station is authorized with Nautel Maine, Inc. (VS88915) in an amount not to exceed \$178,935.79.

**Section 2.** That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for a broadcast transmitter and related equipment for WRR radio station. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

**Section 3.** That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$178,935.79:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0152	OCA	6125	4760	\$178,935.79	POOCA00000120983

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



## AGENDA ITEM # 10

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Aviation  
Public Works Department  
Park & Recreation  
Trinity Watershed Management  
Water Utilities

**CMO:** Jeanne Chipperfield, 670-7804  
Ryan S. Evans, 671-9837  
Jill A. Jordan, P.E., 670-5299  
Willis Winters, 670-4071  
Mark McDaniel, 670-3256

**MAPSCO:** N/A

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### **SUBJECT**

Authorize a three-year master agreement for reprographic printing - Thomas Reprographics dba Thomas Printworks, lowest responsible bidder of four - Not to exceed \$1,354,746 - Financing: Current Funds (\$1,305,670), Water Utilities Current Funds (\$25,907), Stormwater Drainage Management Current Funds (\$12,288) and Aviation Current Funds (\$10,882)

### **BACKGROUND**

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

This master agreement will provide reprographic printing on an “on-call” basis, which is commonly used for large format printing such as blueprints and engineering drawings for the architectural, engineering and construction industries. Reproductions can be made from the same size or smaller/larger hard copy originals. Prints can be computer generated from CADD (computer aided design and drafting) files or from a variety of desktop publishing and design software packages.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 872 email bid notifications to vendors registered under respective commodities.

## **BACKGROUND (Continued)**

To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

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

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$1,305,699.10 - Current Funds  
\$ 25,907.00 - Water Utilities Current Funds  
\$ 12,287.85 - Storm Water Drainage Management Current Funds  
\$ 10,882.00 - Aviation Current Funds

## **M/WBE INFORMATION**

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

872 M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

Thomas Reprographics dba Thomas Printworks

White Male	33	White Female	9
Black Male	10	Black Female	0
Hispanic Male	17	Hispanic Female	2
Other Male	1	Other Female	0



## **BID INFORMATION**

The following bids were received from solicitation number BX1511 and were opened on June 18, 2015. This master agreement is being awarded in its entirety to the lowest responsive and responsible bidder.

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
Thomas Reprographics dba Thomas Printworks	600 N. Central Expressway Richardson, TX 75080	\$1,354,745.95
ARC Document Solutions	4200 Spring Valley Road Farmers Branch, TX 75244	\$1,362,962.00
PrintChaps, Inc.	305 E. FM 544 Suite 908 Murphy, TX 75094	\$2,110,074.83
Lawton Reprographics	14305 Inwood Road Dallas, TX 75244	Non-Responsive**

\*\*Lawton Reprographics was deemed non-responsive due to not meeting specifications.

## **OWNER**

### **Thomas Reprographics dba Thomas Printworks**

Bryan Thomas, President  
Brianna Thomas Long, Vice President

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a three-year master agreement for reprographic printing - Thomas Reprographics dba Thomas Printworks, lowest responsible bidder of four - Not to exceed \$1,354,746 - Financing: Current Funds (\$1,305,670), Water Utilities Current Funds (\$25,907), Stormwater Drainage Management Current Funds (\$12,288) and Aviation Current Funds (\$10,882)

Thomas Reprographics dba Thomas Printworks is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Goods

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,354,745.95	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$1,354,745.95</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%
Total	\$0.00	0.00%	\$0.00	0.00%

October 14, 2015

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

**Section 1.** That a master agreement for the purchase of reprographic printing is authorized with Thomas Reprographics dba Thomas Printworks (007564) for a term of three years in an amount not to exceed \$1,354,745.95.

**Section 2.** That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for reprographic printing. If a written contract is required or requested for any or all purchases of reprographic printing under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

**Section 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,354,745.95.

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



## AGENDA ITEM # 11

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Aviation  
Convention and Event Services  
Housing/Community Services  
Sanitation Services  
Trinity Watershed Management  
Water Utilities

**CMO:** Jeanne Chipperfield, 670-7804  
Ryan S. Evans, 671-9837  
A. C. Gonzalez, 670-3297  
Joey Zapata, 670-3009  
Mark McDaniel, 670-3256

**MAPSCO:** N/A

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### SUBJECT

Authorize a three-year master agreement for lumber and building materials - Craddock Lumber Company in the amount of \$1,833,247, Big D Lumber Company in the amount of \$276,950 and Simba Industries in the amount of \$8,760, lowest responsible bidders of four - Total not to exceed \$2,118,957 - Financing: Current Funds (\$1,185,533), 2015-16 Community Development Block Grant Funds (\$392,752), Aviation Current Funds (\$181,423), Water Utilities Current Funds (\$169,738), Stormwater Drainage Management Current Funds (\$100,758), Convention and Event Services Current Funds (\$79,124) and Sanitation Current Funds (\$9,629)

### BACKGROUND

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

This master agreement will allow for the purchase of lumber and building materials to be used throughout the City. These materials will be used to repair City facilities, secure vacant structures for Code Compliance, provide shoring for Water Utilities repairs and to lay forms for sidewalks and street repairs.

These materials will also be used in minor home repair for low-income, elderly and disabled City homeowners through People Helping People, a Housing/Community Services Department program.

## **BACKGROUND (Continued)**

This solicitation was structured in a manner which required bidders to submit a response using both unit pricing and a percent markup from an industry index.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 1,142 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

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

On May 23, 2012, City Council authorized a two-year master agreement for lumber, plywood, sheetrock and building materials by Resolution No. 12-1373.

On October 10, 2012, City Council authorized a two-year master agreement for building materials and supplies by Resolution No. 12-2516.

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$1,185,533.03 - Current Funds  
\$ 392,751.60 - 2015-16 Community Development Block Grant Funds  
\$ 181,422.39 - Aviation Current Funds  
\$ 169,738.19 - Water Utilities Current Funds  
\$ 100,757.95 - Stormwater Drainage Management Current Funds  
\$ 79,124.14 - Convention and Event Services Current Funds  
\$ 9,629.00 - Sanitation Current Funds

## **M/WBE INFORMATION**

220 - Vendors contacted  
219 - No response  
1 - Response (Bid)  
0 - Response (No Bid)  
1 - Successful

1,142 M/WBE and Non-M/WBE vendors were contacted

## **M/WBE INFORMATION (Continued)**

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

### **Craddock Lumber Company**

White Male	4	White Female	2
Black Male	7	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

### **Big D Lumber Company**

White Male	10	White Female	1
Black Male	0	Black Female	0
Hispanic Male	5	Hispanic Female	1
Other Male	0	Other Female	0

### **Simba Industries**

White Male	5	White Female	4
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

## **BID INFORMATION**

The following bids were received from solicitation number BX1502 and were opened on March 5, 2015. This master agreement is being awarded to the lowest responsive and responsible bidders by groups. Information related to this solicitation is available upon request.

\*Denotes successful bidders

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*Craddock Lumber Company	5422 Harry Hines Boulevard Dallas, TX 75235	Multiple Groups
*Big D Lumber Company	301 S. Interurban Street Richardson, TX 75081	Multiple Groups

**BID INFORMATION (Continued)**

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*Simba Industries	753 Port America Place Garland, TX 76051	Multiple Groups
All American Poly	40 Turner Place Piscataway, NJ 08854	Non-Responsive**

\*\*All American Poly was deemed non-responsive due to not meeting specifications.

**OWNERS****Craddock Lumber Company**

Marcello Guercini, President

**Big D Lumber Company**

Ralph Block, President

**Simba Industries**

Vickie L. Kasten, President



## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a three-year master agreement for lumber and building materials - Craddock Lumber Company in the amount of \$1,833,247, Big D Lumber Company in the amount of \$276,950 and Simba Industries in the amount of \$8,760, lowest responsible bidders of four - Total not to exceed \$2,118,957 - Financing: Current Funds (\$1,185,533), 2015-16 Community Development Block Grant Funds (\$392,752), Aviation Current Funds (\$181,423), Water Utilities Current Funds (\$169,738), Stormwater Drainage Management Current Funds (\$100,758), Convention and Event Services Current Funds (\$79,124) and Sanitation Current Funds (\$9,629)

Craddock Lumber Company and Big D Lumber Company are local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces. Simba Industries is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Goods

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,118,956.30	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$2,118,956.30</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>
Simba Industries	WFWB62220N0616	\$8,760.00	0.41%
<b>Total Minority - Local</b>		<b>\$8,760.00</b>	<b>0.41%</b>

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

None

**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	\$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	\$8,760.00	0.41%	\$8,760.00	0.41%
Total	\$8,760.00	0.41%	\$8,760.00	0.41%

October 14, 2015

**WHEREAS**, on May 23, 2012, City Council authorized a two-year master agreement for lumber, plywood, sheetrock and building materials by Resolution No. 12-1373; and,

**WHEREAS**, on October 10, 2012, City Council authorized a two-year master agreement for building materials and supplies by Resolution No. 12-2516;

**NOW, THEREFORE,**

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

**Section 1.** That a master agreement for the purchase of lumber and building materials is authorized with Craddock Lumber Company (032038) in the amount of \$1,833,247.03, Big D Lumber Company (VS0000018918) in the amount of \$276,949.27 and Simba Industries (519720) in the amount of \$8,760.00 for a term of three years in a total amount not to exceed \$2,118,956.30.

**Section 2.** That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for lumber and building materials. If a written contract is required or requested for any or all purchases of lumber and building materials under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

**Section 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,118,956.30.

**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 resolved.



## AGENDA ITEM # 12

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office  
Water Utilities

**CMO:** Warren M.S. Ernst, 670-3491  
Mark McDaniel, 670-3256

**MAPSCO:** N/A

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### **SUBJECT**

Authorize settlement of the claim of Ernen Chalmers in the lawsuit styled Noel Ortega et al. v. City of Dallas, Cause No. CC-14-02861-B - Not to exceed \$30,000 - Financing: Current Funds

### **BACKGROUND**

Plaintiffs Noel Ortega, Gabriel Marquez a/k/a Barry Marquez, Charles Reeder, Ernen Chalmers, and John G. James filed a lawsuit against the City of Dallas seeking compensation for alleged bodily injuries sustained in an automobile accident on October 23, 2012, involving a Dallas Water Utilities Department vehicle. The City and Mr. Chalmers reached a proposed settlement. Ernen Chalmers is represented by The Law Offices of R. E. Lopez & Associates, P.C.

The City previously settled the bodily injury claims of Charles Reeder and Gabriel Marquez by paying them each \$15,000.00. The bodily injury claims of Noel Ortega and John G. James are currently pending.

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

Council will be briefed by memorandum regarding this item.

### **FISCAL INFORMATION**

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

\$30,000 - Current Funds

October 14, 2015

**WHEREAS**, a lawsuit styled Noel Ortega et al. v. City of Dallas, Cause No. CC-14-02861-B, was filed by plaintiffs Noel Ortega, Gabriel Marquez a/k/a Barry Marquez, Charles Reeder, Ernen Chalmers, and John G. James seeking compensation for alleged bodily injuries sustained in an automobile accident on October 23, 2012, involving a Dallas Water Utilities Department vehicle; and,

**WHEREAS**, Ernen Chalmers has agreed to settle his claim whereby the City will pay Mr. Chalmers, and his attorney, and all other parties having an interest in the settlement proceeds the total amount of \$30,000; and,

**WHEREAS**, it is in the best interest of the City to settle the claims of Ernen Chalmers in this case; **Now, Therefore**,

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

**Section 1.** That the settlement of the claim of Ernen Chalmers in the lawsuit styled Noel Ortega et al. v. City of Dallas, Cause No. CC-14-02861-B, in an amount not to exceed \$30,000.00, is hereby approved.

**Section 2.** That the Chief Financial Officer is authorized to pay Ernen Chalmers, The Law Offices of R. E. Lopez & Associates, P.C., and all other persons having an interest in the settlement the amount of \$30,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

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

## AGENDA ITEM # 13

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office

**CMO:** Warren M.S. Ernst, 670-3491

**MAPSCO:** N/A

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### **SUBJECT**

Authorize payment of annual software maintenance in support of the CityLaw Law Office Management System, a performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2015 through October 31, 2016 - Not to exceed \$60,516 - Financing: Current Funds (subject to appropriations)

### **BACKGROUND**

The CityLaw Law Office Management System is the information management software used by the City Attorney's Office. The system does the following activities:

- Stores pleadings, emails, contracts, letters, memos, ordinances, resolutions, and other documents for cases and assignments.
- Tracks lawsuits and claims from filing to disposition.
- Records basic case information including case status, parties, witnesses, financial information and opposing attorneys.
- Produces case calendars, dockets, case logs, and master staff calendars.
- Captures and tracks costs for outside counsel, experts, departmental staff, general expenses, settlements, and awards.
- Identifies and locates files, documents, and attorney work product.
- Generates reports regarding lawsuits, claims, assignments, workloads, timekeeping and expenditures.

This item will authorize maintenance and support of the CityLaw system, including periodic software upgrades and remote assistance upon payment of an annual fee.

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

Authorized an agreement to purchase software licenses, training and professional support services for a performance-based tracking system from Cycom Data Systems, Inc., through the Texas Building and Procurement Commission for the Catalog Information Systems Vendor cooperative purchasing program on September 27, 2006, by Resolution No. 06-2588.

Authorized annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc. for the period November 1, 2007 through October 31, 2008 on January 9, 2008, by Resolution No. 08-0131.

Authorized Supplemental Agreement No. 1 to the CityLaw Law Office Management System purchase and maintenance agreement, for additional maintenance and support for the period beginning May 1, 2009 through October 31, 2010 on August 12, 2009, by Resolution No. 09-1893.

Authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2010 through October 31, 2011 on December 8, 2010, by Resolution No. 10-2990.

Authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2011 through October 31, 2012 on October 10, 2011, by Resolution No. 11-2717.

Authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2013 through October 31, 2014 on January 22, 2014, by Resolution No. 14-0177.

Authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2014 through October 31, 2015 on October 8, 2014, by Resolution No. 14-1671.

## **FISCAL INFORMATION**

\$60,516.00 - Current Funds (subject to appropriations)

## **M/WBE INFORMATION**

See attached.



## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize payment of annual software maintenance in support of the CityLaw Law Office Management System, a performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2015 through October 31, 2016  
- Not to exceed \$60,516 - Financing: Current Funds (subject to appropriations)

Cycom Data Systems, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Professional Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$60,516.00	100.00%
<b>TOTAL CONTRACT</b>	<b>\$60,516.00</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%
Total	<u>\$0.00</u>	<u>0.00%</u>	<u>\$0.00</u>	<u>0.00%</u>



October 14, 2015

**WHEREAS**, on September 27, 2006, pursuant to Resolution No. 06-2588, the City Council authorized the purchase of software licenses, training and professional support services for the CityLaw Law Office Management system and performance-based tracking system for municipal law offices from Cycom Data Systems, Inc. through the Texas Building and Procurement Commission for the Catalog Information Systems Vendor cooperative purchasing program in an amount not to exceed \$259,800.00; and,

**WHEREAS**, on January 9, 2008, pursuant to Resolution No. 08-0131, the City Council authorized payment of the annual maintenance and support fee for the CityLaw system to Cycom Data Systems, Inc., for services for the period November 1, 2007 through October 31, 2008, in an amount not to exceed \$45,468.00, increasing the amount of the agreement from \$259,800.00 to \$305,268.00; and,

**WHEREAS**, on February 12, 2009, pursuant to Administrative Action No. 09-0369, the City authorized funding for the maintenance and support of the CityLaw system, in an amount not to exceed \$23,467.50 for services for a six-month period beginning November 1, 2008 through April 30, 2009, increasing the amount of the agreement, as supplemented, from \$305,268.00 to \$328,735.50; and,

**WHEREAS**, on August 12, 2009, pursuant to Resolution No. 09-1893, the City Council authorized Supplemental Agreement No. 1 to the CityLaw Law Office Management System purchase and maintenance agreement with Cycom Data System, Inc., in an amount not to exceed \$72,748.50, which authorized maintenance and support of the CityLaw system for the period May 1, 2009 through October 31, 2010, increasing the amount of the agreement, as supplemented, from \$328,735.50 to \$401,484.00; and,

**WHEREAS**, on December 8, 2010, pursuant to Resolution No. 10-2990, the City Council authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2010 through October 31, 2011, in an amount not to exceed \$51,745.00, increasing the amount of the agreement from \$401,484.00 to \$453,229.00; and,

**WHEREAS**, on October 10, 2011, pursuant to Resolution No. 11-2717, the City Council authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2011 through October 31, 2012, in an amount not to exceed \$54,329.00, increasing the amount of the agreement from \$453,229.00 to \$507,558.00; and,

**WHEREAS**, on December 7, 2012, pursuant to Administrative Action No. 12-2926, the City authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2012 through October 31, 2013, in an amount not to exceed \$50,000.00, increasing the amount of the agreement from \$507,558.00 to \$557,558.00; and,

October 14, 2015

**WHEREAS**, on January 22, 2014, pursuant to Resolution No. 14-0177, the City Council authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2013 through October 31, 2014, in an amount not to exceed \$57,635.00, increasing the amount of the agreement from \$557,558.00 to \$615,193.00; and,

**WHEREAS**, on October 8, 2014, pursuant to Resolution No. 14-1671, the City Council authorized payment of annual software maintenance in support of the CityLaw performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2014 through October 31, 2015, in an amount not to exceed \$60,516.00, increasing the amount of the agreement from \$615,193.00 to \$675,709.00; and,

**WHEREAS**, the purchase and maintenance agreement provides that Cycom Data Systems, Inc., will provide maintenance and support of the CityLaw system, including periodic software upgrades and remote assistance and support, upon payment of an annual fee by the City; and,

**WHEREAS**, additional maintenance and support of the CityLaw system is necessary for the City Attorney's Office to receive the benefits of the system; **Now, Therefore,**

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

**Section 1.** That the Chief Financial Officer is authorized to pay Cycom Data Systems, Inc., an amount not to exceed \$60,516.00 for annual software maintenance in support of the CityLaw Law Office Management System, a performance-based tracking system from Cycom Data Systems, Inc., for the period November 1, 2015 through October 31, 2016 as follows:

<u>Fund</u>	<u>Dept.</u>	<u>Unit</u>	<u>Obj.</u>	<u>Encumbrance#</u>	<u>Vendor Number</u>	<u>Total Amount</u>
0001	ATT	1738	3438	ATT130715L011	VS0000011684	\$10,000.00
0001	ATT	1362	3438	ATT130715L011	VS0000011684	\$10,000.00
0001	ATT	1307	3438	ATT130715L011	VS0000011684	\$10,000.00
0001	ATT	1361	3438	ATT130715L011	VS0000011684	\$10,000.00
0001	ATT	1739	3438	ATT130715L011	VS0000011684	\$ 7,140.00
0001	ATT	1362	3438	ATT130715L011	VS0000011684	\$ 9,860.00
0001	ATT	1376	3438	ATT130715L011	VS0000011684	\$ 3,516.00

**Section 2.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

## AGENDA ITEM # 14

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Controller

**CMO:** Jeanne Chipperfield, 670-7804

**MAPSCO:** N/A

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### **SUBJECT**

Authorize the preparation of plans for issuance of General Obligation Refunding and Improvement Bonds, Series 2015 in an amount not to exceed \$227,000,000 - Financing: This action has no cost consideration to the City

### **BACKGROUND**

Pursuant to elections held in May 1998, November 2006, and November 2012, the residents of Dallas voted and authorized the City to issue general obligation bonds for the purpose of providing funds for permanent public improvements. The City's Co-Financial Advisors recommend 1) refunding and retirement of outstanding commercial paper notes issued for interim financing, and 2) issuance of improvement bonds to finance capital improvement projects at the City.

The City's co-financial advisors, First Southwest Company and Estrada Hinojosa, recommend issuing up to \$227,000,000 for the purpose of issuing improvement bonds to finance capital improvement projects at the City as well as refunding and retiring a small amount of commercial paper notes.

The City plans to use Underwriting Syndicate Team "A" which is comprised of JP Morgan Securities, Bank of America Merrill Lynch, Morgan Stanley, RBC Capital Markets Corp., Raymond James & Assoc., Stephens, Inc., Siebert Brandford Shank & Co., Cabrera Capital Markets, Duncan-Williams, Inc. Morgan Stanley will be the Bookrunning Senior Manager and Siebert Brandford Shank and Company will serve as the Co-Senior Manager.

### **ESTIMATED SCHEDULE OF PROJECT**

Authorize preparation for Issuance of Bonds	October 14, 2015
Approval of parameters ordinance	October 28, 2015
Pricing	November 17, 2015
Execution of the Bond Purchase Agreement	November 18, 2015
Delivery of Proceeds	December 17, 2015

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

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

### **FISCAL INFORMATION**

See Attachment I - \$825,737 - Financing: 2015 General Obligation Refunding and Improvement Bond Funds

### **M/WBE INFORMATION**

Attachment I provides an estimate of bond issuance costs for the proposed Series 2015 bonds and the M/WBE participation

October 14, 2015

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

**Section 1.** Authorize the payment and set sale of General Obligation Refunding and Improvement Bonds, Series 2015, in a principal amount not to exceed \$227,000,000 with such sale scheduled to occur on or about December 17, 2015.

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

**Section 3.** That the City Manager is hereby authorized to use the previously contracted professional services of First Southwest Company and Estrada Hinojosa & Company, Inc. as co-financial advisors for the proposed general obligation refunding and improvement bond sale. If said bonds are issued, payment for the advisory services and out-of-pocket expenses of First Southwest Company (Vendor # 193056) are estimated to be \$89,428 and payment for the advisory services and out-of-pocket expenses of Estrada Hinojosa & Company, Inc. (Vendor # 259910) are estimated to be \$56,952 and shall be made from the bond proceeds.

**Section 4.** That the City Manager is hereby authorized to use the previously contracted professional services of Bracewell & Giuliani L.L.P. and West & Associates L.L.P., P.C. as co-bond counsel in connection with the sale and delivery of the general obligation bonds. If bonds are issued, payment for the opinion of Bracewell & Giuliani L.L.P. (Vendor #VS0000056820) shall be at the rate of \$0.30 per \$1,000 increment of obligations issued plus an hourly rate of \$150.00 to \$475.00 for services rendered by individual attorneys and paralegals (estimated at a combined amount to be \$139,350), and shall be made from the bond proceeds. If bonds are issued, payment for the opinion of West & Associates L.L.P., P.C. (Vendor #330805) shall be at the rate of \$0.20 per \$1,000 increment of obligations issued plus an hourly rate of \$150.00 to \$475.00 for services rendered by individual attorneys and paralegals (estimated at a combined amount to be \$145,400), and shall be made from bond proceeds.

**Section 5.** That the City Manager is hereby authorized to obtain bond ratings from FitchRating (Vendor # 14720), and from Standard & Poor's, Inc. (Vendor # 954974) in connection with the sale of the bonds. If the bonds are issued, payment for the bond ratings are estimated to be \$169,152 and shall be made from the bond proceeds.

**Section 6.** That the Chief Financial Officer is hereby authorized to use the previously contracted professional services of Grant Thornton L.L.P. to obtain an independent auditor's consent letter in connection with the sale and delivery of the bonds. If the bonds are issued, payment for the services of Grant Thornton L.L.P. (Vendor # VS0000007921) is estimated to be \$8,500 and shall be made from the bond proceeds.

October 14, 2015

**Section 7.** That the Chief Financial Officer is hereby authorized to make payments for printing services to print and mail official statements. If the bonds are issued, payments for the printing services are estimated to be \$10,000 and shall be made from the bond proceeds.

**Section 8.** That the Chief Financial Officer is hereby authorized to make payment to U.S. Bank National Association for services provided as paying agent/registrar with respect to the bonds at an annual cost of \$750 plus mailing expenses from the General Fund 0001, Department CCO, Unit 1126, Object 3537, (Vendor # VS0000047523) if the bonds are issued.

**Section 9.** That the proceeds received from the improvement bond sale shall be deposited in Fund 0676 Unit 1700 Revenue Source 8448. Any accrued interest from these proceeds will be deposited in the Debt Service Fund 0981, Department BMS, Revenue Source 8438.

**Section 10.** That the City Manager is authorized and directed to file an Official Statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds with the Attorney General; and that the City Controller be and is hereby authorized to make the payment for filing with the Attorney General's office (Vendor # 344989) prior to receiving the Bond Proceeds. The cost is estimated to be \$9,500 and shall be made from the General Fund 0001, Department CCO, Unit 1126, Object 3537, Encumbrance Number CT AGGORFDBD2015, and shall be reimbursed from proceeds.

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



**SERIES 2015  
GENERAL OBLIGATION IMPROVEMENT BONDS  
\$227,000,000**

Estimate of Total Bond Issuance Costs and M/WBE Participation

**Co-Bond Counsel**

Bracewell & Giuliani L.L.P. (Vendor #VS0000056820)	\$ 139,350	16.9%
West & Associates L.L.P. (Vendor #330805)	145,400	17.6%

**Co-Disclosure Counsel**

Andrew Kurth L.L.P. (Vendor #VC13546)	100,400	12.2%
Gonzalez, Saggio & Harlan L.L.P. (Vendor #VS86555)	96,305	11.7%

**Co-Financial Advisors**

First Southwest Company (Vendor #193056)	85,428	10.3%
Estrada Hinojosa (Vendor #259910)	56,952	6.9%

**Out-of-Pocket Expenses**

First Southwest Company (Vendor #193056)	4,000	0.5%
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**Official Statement Printing**

TBD	10,000	1.2%
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**Rating Agencies**

FitchRating (Vendor #14720)	75,000	9.1%
Standard & Poor's (Vendor #954974)	94,152	11.4%

**Auditor**

Grant Thornton L.L.P. (Vendor #VS0000007921)	8,500	1.0%
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**Registrar**

US Bank (Vendor #VS0000047523)	750	0.1%
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**Filing Fee**

Attorney General (Vendor #344989)	9,500	1.2%
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**Total Issuance Costs**

<u>\$ 825,737</u>	<u>111%</u>
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Total M/WBE Participation as % of Total Issuance Costs:	36.2%
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## AGENDA ITEM # 15

**KEY FOCUS AREA:** Clean, Healthy Environment  
E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Equipment & Building Services

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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### SUBJECT

Authorize adoption of the revised Clean Fleet Policy in accordance with a request from the North Central Texas Council of Governments Regional Transportation Council - Financing: No cost consideration to the City

### BACKGROUND

On December 11, 2014, the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) approved a resolution supporting the adoption and implementation of a revised Clean Fleet Policy by entities with fleet operations in the Dallas-Fort Worth non-attainment area. As the RTC maintains responsibility for air quality conformity, and given that the Clean Air Act Amendments of 1990 require that non-attainment areas have transportation plans and improvement programs that conform to the applicable air quality implementation plan, the NTCOG recommends the adoption and implementation of the revised policy.

The revised policy replaces the initially adopted 2005 policy. The revision outlines goals and cost-effective solutions for emissions reduction from local fleet and supports regional efforts to attain federal air quality standards. The revision incorporates the implementation of an idle-reduction policy or Standard Operation Procedure (SOP) that applies to all vehicles and equipment except where exempted by the adopting entity; calls for the overall reduction of fuel consumption, particularly conventional petroleum fuels; and, requests that adopting entities ensure drivers/operators and fleet personnel become familiar with air quality and petroleum reduction goals. Additionally, the revised policy shifts to a goal-oriented structure, fosters partnerships, and encourages fleet activities that minimize water, solid waste and other environmental impacts.

Adoption, although voluntary, is a qualifying criterion for eligibility for new grant funding and procurement assistance from the NCTCOG. The City's current efforts to reach attainment and reduce emissions align with the requirements set forth in the revised policy.

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

On September 21, 2015, the Budget, Finance & Audit Committee was briefed on the adoption of the Clean Fleet Policy from the North Central Texas Council of Governments Regional Transportation Council.

On September 28, 2015, the Quality of Life & Environment Committee was briefed on the adoption of the Clean Fleet Policy from the North Central Texas Council of Governments Regional Transportation Council.

### **FISCAL INFORMATION**

No cost consideration to the City.

October 14, 2015

**WHEREAS**, the North Central Texas Council of Governments has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas and in accordance with federal law; and,

**WHEREAS**, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments and has been and continues to be the regional forum for cooperative decisions on transportation; and,

**WHEREAS**, the Regional Transportation Council supports the adoption and implementation of a revised Clean Fleet Policy by the City of Dallas which was approved on December 11, 2014; and,

**WHEREAS**, the Regional Transportation Council is responsible for air quality conformity and the Clean Air Act Amendments of 1990 require that in air quality non-attainment areas, transportation plans and improvement programs conform to the applicable air quality implementation plan; and,

**WHEREAS**, the Dallas-Fort Worth Metropolitan Area is a federally designated non-attainment area for the pollutant ozone and air quality impacts the public health of the entire region; therefore, and approximately 76 percent of the nitrogen oxides emissions and 25 percent of the volatile organic compounds emissions in the Dallas-Fort Worth Metropolitan ozone non-attainment areas are attributable to mobile sources; and,

**WHEREAS**, the City of Dallas will set goals and provide workable, cost-effective solutions to improve air quality and reduce petroleum consumption in the Dallas-Fort Worth Metropolitan area, and implement those measures as practicable.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is directed to implement the revised Clean Fleet Policy as set forth in Attachment A in accordance with the request of the North Central Texas Council of Governments' Regional Transportation Council.

**Section 2.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**RESOLUTION SUPPORTING THE CLEAN FLEET POLICY  
R14-10**

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth (DFW) Metropolitan Area by the Governor of Texas in accordance with federal law; and,

**WHEREAS**, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with the NCTCOG, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

**WHEREAS**, the Environmental Protection Agency (EPA) has designated the ten-county area of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties as moderate nonattainment under the 2008 8-hour National Ambient Air Quality Standard for the pollutant ozone, effective July 20, 2012; and EPA has proposed a more stringent revised ozone standard within a range of 65 to 70 parts per billion, which may require substantial additional emissions reductions; and,

**WHEREAS**, the RTC is responsible for air quality conformity; and the Clean Air Act Amendments of 1990 require that in air quality nonattainment areas transportation plans and improvement programs conform to the applicable air quality implementation plan; and,

**WHEREAS**, emissions inventories from the Texas Commission on Environmental Quality indicate that in 2012, approximately 76 percent of nitrogen oxides (NOx) emissions and 25 percent of volatile organic compounds (VOC) emissions in the DFW ozone nonattainment area are attributable to mobile sources; and,

**WHEREAS**, the RTC approved the creation of a Clean Fleet Vehicle Policy on March 11, 2004 and adopted a resolution supporting a Clean Fleet Vehicle Policy on October 13, 2005; and,

**WHEREAS**, changes in vehicle technologies and continuing air quality concerns necessitate revisions to the existing Clean Fleet Vehicle Policy.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** The RTC endorses the Clean Fleet Policy included in Attachment 1 and recommends that organizations with fleet operations in the nonattainment area adopt a policy consistent with this document.

**Section 2.** The RTC reserves all future vehicle funding for organizations with fleet operations that adopt and comply with a policy consistent with the Clean Fleet Policy as shown in Attachment 1. This includes transit funds of all types, Congestion Mitigation and Air Quality Improvement Program funds, Surface Transportation Program-Metropolitan Mobility funds, other federal, State and local funds distributed at the discretion of the Regional Transportation Council, and support for third party funding opportunities.

**Section 3.** The RTC may consider Clean Fleet Policy adoption and compliance when considering other RTC funding actions.

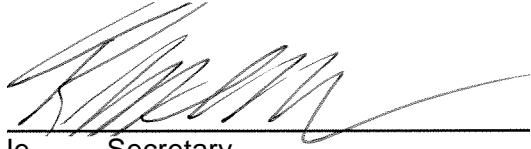
**Section 4.** This resolution will be transmitted to all impacted local governments and communicated to private sector organizations in the nonattainment area as appropriate.

tion shall be in effect immediately upon its adoption.

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Mike Cantrell, Chair  
Regional Transportation Council  
Commissioner, Dallas County

I hereby certify that this resolution was adopted by the Regional Transportation Council of the North Central Texas Council of Governments for the Dallas-Fort Worth Metropolitan Area on December 11, 2014.



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Ron Jensen, Secretary  
Regional Transportation Council  
Mayor, City of Grand Prairie

## CLEAN FLEET POLICY

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth (DFW) Metropolitan Area by the Governor of Texas and in accordance with federal law; and,

**WHEREAS**, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be the regional forum for cooperative decisions on transportation; and,

**WHEREAS**, NCTCOG has been designated as a Clean Cities Coalition for the DFW region by the US Department of Energy in accordance with federal law and the NCTCOG Executive Board authorized NCTCOG to serve as the host organization for the DFW Clean Cities (DFWCC) Coalition and its efforts; and,

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) has designated the DFW area as a nonattainment area for the pollutant ozone, and air quality impacts the public health of the entire region; and,

**WHEREAS**, emissions inventories from the Texas Commission on Environmental Quality (TCEQ) indicate that in 2012, approximately 76 percent of the nitrogen oxides (NOx) emissions and 25 percent of the volatile organic compounds (VOC) emissions in the DFW ozone nonattainment area are attributable to mobile sources; and,

**WHEREAS**, the RTC is responsible for transportation conformity; and the Clean Air Act Amendments of 1990 require that transportation plans and improvement programs in air quality nonattainment areas conform to the adopted State Implementation Plan (SIP); and,

**WHEREAS**, the RTC has adopted a resolution supporting the adoption and implementation of a Clean Fleet Policy by organizations with fleet operations in the DFW area; and reserves all future vehicle funding for entities that adopt and comply with a policy consistent with the provisions outlined below,

**WHEREAS**, the <adopting entity> will set goals and provide workable, cost-effective solutions to improve air quality and reduce petroleum consumption in the DFW area, and implement those measures as practicable.

### **NOW, THEREFORE, BE IT HEREBY RESOLVED:**

**Section 1.** <adooting entity> **will reduce emissions from fleet activities by performing the following actions as practicable:**

- 1.1** Implement an idle-reduction policy/standard operating procedure (SOP) that applies to all of the entity's vehicles and equipment, except where exempted as determined by <adopting entity>; communicate idle-reduction expectations to staff, vendors and visitors; and utilize idle-reduction technology.
- 1.2** Maximize use of vehicles and equipment with the lowest emissions wherever possible.



- 1.3 Ensure all conversions are EPA and/or California Air Resources Board (CARB) certified; ensure that aftermarket technologies are EPA and/or CARB verified, or are listed as an emerging technology by the EPA or a state environmental agency; and both conversions and aftermarket technologies are compatible with Texas Low Emission Diesel Program (TxLED) requirements.
- 1.4 Establish a plan to modify non-essential fleet activities on high ozone days to reduce air quality impacts.
- 1.5 Implement vehicle and equipment disposal strategies which minimize negative impacts on air quality.
- 1.6 Implement vehicle and equipment emissions inspection practices which meet or surpass the standards required by statute, including prompt resolution of any illuminated malfunction indicator lamp (MIL).

**Section**  
**2.**

<adopting entity> **will reduce overall fuel consumption, particularly the use of conventional petroleum fuels, by performing the following actions as practicable:**

- 2.1 Pursue low-emission vehicles and equipment for acquisition, with an emphasis on alternative fuel, advanced technology, and/or Smartway<sup>8M</sup> certified vehicles and equipment.
- 2.2 Improve overall fleet fuel efficiency.
- 2.3 Establish practices to reduce vehicle miles traveled, passenger miles traveled, engine hours, and/or ton miles traveled, as appropriate.

**Section**  
**3.**

<adopting entity> **will partner with the NCTCOG and DFWCC by performing the following actions as practicable:**

- 3.1 Maintain membership and active participation in DFWCC and submit timely Clean Fleet Policy reporting.
- 3.2 Evaluate and consider participation in programs to test/commercialize/demonstrate new technologies to improve efficiency, reduce emissions, and/or increase fuel efficiency.
- 3.3 Pursue activities which support peer fleets' efforts to implement fuel- or emissions-reducing activities by sharing and maximizing resources.
- 3.4 Encourage fleet activities which minimize water, solid waste, or other environmental impacts of fleet activities, as appropriate.

**Section 4.**

<adopting entity> **will ensure drivers/operators and fleet personnel are familiar with air quality and petroleum reduction goals by performing the following actions as practicable:**

- 4.1 Provide in-house training and/or attending training administered by NCTCOG for fleet personnel and other staff involved in fleet decisions to

review policy elements and provide recommendations for achieving objectives.

- 4.2 Consider other mechanisms to increase understanding and awareness among fleet personnel and others.

<adopting entity> acknowledges that adoption of the Clean Fleet Policy, adoption of an idle reduction policy/SOP as outlined in section 1.1, submittal of both policies, and submittal of Clean Fleet Policy reporting is required to be eligible for future clean fleet funding from the RTC, and may be considered when determining other funding actions. The extent of Clean Fleet Policy implementation, as documented through reporting, will also be a factor in receiving DFWCC fleet recognition.

*[Following additional example statement to be included as applicable for adopting entity:]*

This policy shall be in effect immediately upon its adoption and replaces the prior Clean Fleet Vehicle Policy of the adopting entity.

I hereby certify that this policy was adopted by the <adopting entity> on  
<date of adoption>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Adopting Entity

## AGENDA ITEM # 16

**KEY FOCUS AREA:** Clean, Healthy Environment  
E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Equipment & Building Services

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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### **SUBJECT**

Authorize **(1)** an application for and acceptance of the Texas Commission on Environmental Quality (TCEQ) Texas Natural Gas Vehicle Grant Program for ten Compressed Natural Gas Peterbilt vehicles - model 320 and 382 under contract number 582-15-51503-0838 in the amount of \$300,000 for the period December 10, 2014 through August 31, 2021; **(2)** an application for and acceptance of the TCEQ Texas Natural Gas Vehicle Grant Program for thirteen Compressed Natural Gas Peterbilt vehicles - model 382 under contract number 582-15-56447-0838 in the amount of \$487,500 for the period July 8, 2015 through August 31, 2021; **(3)** an application for and acceptance of the TCEQ Light-Duty Motor Vehicle Purchase or Lease Incentive Program for reimbursement of sixty-five vehicles at \$2,500 each for a total amount of \$162,500 under contract numbers listed in Attachment A; and **(4)** execution of the grant agreements - Total not to exceed \$950,000 - Financing: Texas Commission on Environmental Quality Grant Funds

### **BACKGROUND**

The Texas Commission on Environmental Quality (TCEQ) has a number of grant programs aimed at improving air quality. TCEQ's Texas Natural Gas Vehicle Grant Program provides grants for the replacement and repower of heavy-duty and medium-duty diesel vehicles and engines with CNG and LNG heavy-duty and medium-duty vehicles and engines. TCEQ's Light-Duty Motor Vehicle Purchase or Lease Incentive Program offers grants to replace light-duty on-road diesel vehicles with alternative fuel and hybrid vehicles.

Updating the City of Dallas' fleet to more environmentally friendly vehicles and reducing ozone emissions by utilizing these grant funds will further our commitment to improved air quality and quality of life.

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

On September 21, 2015, the Budget, Finance and Audit Committee was briefed on grant programs aimed at improving air quality and the replacement or repower of heavy-duty, medium-duty, or light-duty on-road diesel vehicles with alternative fuel vehicles.

On September 28, 2015, the Quality of Life & Environment Committee was briefed on grant programs aimed at improving air quality and the replacement or repower of heavy-duty, medium-duty, or light-duty on-road diesel vehicles with alternative fuel vehicles.

### **FISCAL INFORMATION**

\$950,000.00 - Texas Commission on Environmental Quality Grant Funds

October 14, 2015

**WHEREAS,** The Texas Commission on Environmental Quality (TCEQ) has awarded funding to the City of Dallas under the Light-Duty Motor Vehicle Purchase or Lease Incentive Program to fund replacement of light-duty on-road diesel vehicles with alternative fuel vehicles; and

**WHEREAS,** grant funds will be used to provide reimbursement for the purchase of Compressed Natural Gas (CNG) vehicles; and

**WHEREAS,** the City of Dallas will benefit from reduced vehicle emissions and improved air quality throughout the City.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is hereby authorized to **(1)** apply for and accept the Texas Commission on Environmental Quality (TCEQ) Texas Natural Gas Vehicle Grant Program for ten (10) Compressed Natural Gas Peterbilt vehicles - model 320 and 382 under contract number 582-15-51503-0838 in the amount of \$300,000 for the period December 10, 2014 through August 31, 2021; **(2)** apply for and accept the TCEQ Texas Natural Gas Vehicle Grant Program for thirteen (13) Compressed Natural Gas Peterbilt vehicles - model 382 under contract number 582-15-56447-0838 in the amount of \$487,500 for the period July 8, 2015 through August 31, 2021; **(3)** apply for and accept the TCEQ Light-Duty Motor Vehicle Purchase or Lease Incentive Program for reimbursement of sixty-five (65) vehicles at \$2,500 each for a total amount of \$162,500 under contract numbers listed in Attachment A; and **(4)** execute the grant agreements in a total amount not to exceed \$950,000.

**Section 2.** That the City Manager is authorized to establish appropriations in accordance with the grant agreements in Fund S287, Department EBS, Unit 1813, Object Code 3690 in an amount not to exceed \$300,000; Fund S288, Department EBS, Unit 1814, Object Code 3690 in an amount not to exceed \$487,500; and Fund S289, Department EBS, Unit 1815, Object Code 3690 in an amount not to exceed \$162,500.

**Section 3.** That the Chief Financial Officer is authorized to deposit Texas Commission on Environmental Quality Grant Funds in Fund S287, Department EBS, Unit 1813, Revenue Source 6508 in an amount not to exceed \$300,000; Fund S288, Department EBS, Unit 1814, Revenue Source 6508 in an amount not to exceed \$487,500; and Fund S289, Department EBS, Unit 1815, Revenue Source 6508 in an amount not to exceed \$162,500.

October 14, 2015

**Section 4.** That the Chief Financial Officer is authorized to disburse funds from Fund S287, Department EBS, Unit 1813, Object Code 3690 in an amount not to exceed \$300,000; Fund S288, Department EBS, Unit 1814, Object Code 3690 in an amount not to exceed \$487,500; and Fund S289, Department EBS, Unit 1815, Object Code 3690 in an amount not to exceed \$162,500.

**Section 5.** That the Chief Financial Officer is authorized to reimburse Equipment and Building Services Fund 0796, Department EBS, Unit 1772, REV. 9201 from Grant Fund S287, Department EBS, Unit 1813, OBJ. 3690, not to exceed \$300,000.00; Equipment and Building Services Fund 0796, Department EBS, Unit 1772, REV. 9201 from Grant Fund S288, Department EBS, Unit 1814, OBJ. 3690, not to exceed \$487,500.00; and Equipment and Building Services Fund 0796, Department EBS, Unit 1772, REV. 9201 from Grant Fund S289, Department EBS, Unit 1815, OBJ. 3690, not to exceed \$162,500.00.

**Section 6.** That the City Manager is hereby authorized to reimburse to the granting agency any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

**Section 7.** That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

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

Texas Commission on Environmental Quality

Light-Duty Motor Vehicle Purchase or Lease Incentive Program

Contract Numbers

- |                       |                       |
|-----------------------|-----------------------|
| 1. 582-15-53801-2044  | 34. 582-15-53943-2044 |
| 2. 582-15-53802-2044  | 35. 582-15-53946-2044 |
| 3. 582-15-53803-2044  | 36. 582-15-53947-2044 |
| 4. 582-15-53804-2044  | 37. 582-15-53948-2044 |
| 5. 582-15-53805-2044  | 38. 582-15-53950-2044 |
| 6. 582-15-53806-2044  | 39. 582-15-53951-2044 |
| 7. 582-15-53807-2044  | 40. 582-15-53952-2044 |
| 8. 582-15-53808-2044  | 41. 582-15-54041-2044 |
| 9. 582-15-53809-2044  | 42. 582-15-54042-2044 |
| 10. 582-15-53810-2044 | 43. 582-15-54043-2044 |
| 11. 582-15-53811-2044 | 44. 582-15-54044-2044 |
| 12. 582-15-53812-2044 | 45. 582-15-54045-2044 |
| 13. 582-15-53813-2044 | 46. 582-15-54046-2044 |
| 14. 582-15-53814-2044 | 47. 582-15-54047-2044 |
| 15. 582-15-53815-2044 | 48. 582-15-54048-2044 |
| 16. 582-15-53816-2044 | 49. 582-15-54049-2044 |
| 17. 582-15-53817-2044 | 50. 582-15-54050-2044 |
| 18. 582-15-53818-2044 | 51. 582-15-54051-2044 |
| 19. 582-15-53819-2044 | 52. 582-15-54052-2044 |
| 20. 582-15-53820-2044 | 53. 582-15-54053-2044 |
| 21. 582-15-53821-2044 | 54. 582-15-54054-2044 |
| 22. 582-15-53822-2044 | 55. 582-15-54055-2044 |
| 23. 582-15-53823-2044 | 56. 582-15-54056-2044 |
| 24. 582-15-53933-2044 | 57. 582-15-54057-2044 |
| 25. 582-15-53934-2044 | 58. 582-15-54058-2044 |
| 26. 582-15-53935-2044 | 59. 582-15-54059-2044 |
| 27. 582-15-53936-2044 | 60. 582-15-54060-2044 |
| 28. 582-15-53937-2044 | 61. 582-15-54061-2044 |
| 29. 582-15-53938-2044 | 62. 582-15-54062-2044 |
| 30. 582-15-53939-2044 | 63. 582-15-54063-2044 |
| 31. 582-15-53940-2044 | 64. 582-15-54064-2044 |
| 32. 582-15-53941-2044 | 65. 582-15-54065-2044 |
| 33. 582-15-53942-2044 |                       |





## AGENDA ITEM # 17

**KEY FOCUS AREA:** Clean, Healthy Environment  
E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Equipment & Building Services

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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### SUBJECT

Authorize an application for and acceptance of grant funding from the North Central Texas Council of Governments as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration for the Clean Fleets North Texas 2015 Call for Projects Grant contingent upon approval by the North Central Texas Council of Governments - Not to exceed \$700,000 - Financing: North Central Texas Council of Governments Grant Funds

### BACKGROUND

The North Central Texas Council of Governments (NCTCOG) is requesting proposals for the Clean Fleets North Texas 2015 Call for Projects (CFP). This CFP will provide approximately \$2.5 million in grant funds for public and private fleets operating in the Dallas-Fort Worth (DFW) 10 county ozone nonattainment area. Updating the City of Dallas' fleet to more environmentally friendly vehicles and reducing ozone emissions by utilizing these grant funds will further our commitment to improved air quality and quality of life.

Funded projects will help reduce vehicle emissions and help the DFW region meet federal ozone standards. The nonattainment designation for ground-level ozone pollution, means that levels exceed standards set by the Environmental Protection Agency. High ozone concentrations pose a risk to the human health environment, wildlife, agriculture and buildings in the region. Ozone nonattainment can also cost the region economically by subjecting businesses to stricter regulations and placing funding for new roadway construction at risk.

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

On September 21, 2015, the Budget, Finance and Audit Committee was briefed on the application for and acceptance of the North Central Texas Council of Governments Clean Fleets North Texas 2015 Call for Projects Grant Funds as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration.

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

On September 28, 2015, the Quality of Life & Environment Committee was briefed on the application for the North Central Texas Council of Governments Clean Fleets North Texas 2015 Call for Projects Grant Funds as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration.

### **FISCAL INFORMATION**

\$700,000.00 - North Central Texas Council of Governments Grant Funds

October 14, 2015

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) has made a funding opportunity available to the City of Dallas under the Clean Fleets North Texas 2015 Call for Projects as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration to fund refueling or recharging infrastructure projects; and

**WHEREAS**, grant funds will be used to provide partial project reimbursement for qualifying new purchases, replacements, repowers, retrofits, conversions or installation of idle reduction technologies for heavy and medium-duty vehicles; and

**WHEREAS**, the City of Dallas will benefit from reduced vehicle emissions and improved air quality throughout the City.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to apply for and accept grant funding from the North Central Texas Council of Governments for the Clean Fleets North Texas 2015 Call for Projects as a pass-through grant from the U.S. Department of Transportation - Federal Highway Administration (Grant No. TBD, CFDA No. 20.205) in the amount of \$700,000.00.

**Section 2.** That the City Manager is authorized to establish appropriations in accordance with the grant agreements in Fund F477, Department EBS, Unit 1809, Object Code 3690 in an amount not to exceed \$700,000.

**Section 3.** That the Chief Financial Officer is authorized to deposit North Central Texas Council of Governments (NCTCOG) Grant Funds in Fund F477, Department EBS, Unit 1809, Revenue Source 6506 in an amount not to exceed \$700,000.

**Section 4.** That the Chief Financial Officer is authorized to disburse funds from Fund F477, Department EBS, Unit 1809, Object Code 3690 in an amount not to exceed \$700,000.

**Section 5.** That the Chief Financial Officer is authorized to reimburse Equipment and Building Services Fund 0796, Department EBS, Unit 1772, Revenue Source 9201 from Grant Fund F477, Department EBS, Unit 1809, Object Code 3690, not to exceed \$700,000.

**Section 6.** Should the project be funded, the City of Dallas will comply with the requirements of the NCTCOG's program, in conjunction with the Department of Transportation - Federal Highway Administration and the State of Texas.

October 14, 2015

**Section 7.** That the City of Dallas will allocate and expend the necessary monies to support this grant project and then seek reimbursement from NCTCOG on a timely basis.

**Section 8.** That grant activities will comply with and support the adopted regional Clean Fleet Policy adopted for the geographical area in which the activities are performed.

**Section 9.** That the City Manager is hereby authorized to reimburse to the granting agency any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

**Section 10.** That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

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

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Fair Housing

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a grant from the U.S. Department of Housing and Urban Development (HUD) for the Fair Housing Assistance Program (FHAP) to process, investigate and conciliate housing discrimination complaints, administrative costs and HUD required staff training for the period October 1, 2015 through September 30, 2016; and **(2)** the execution of the cooperative grant agreement and any other documents related to the grant - Not to exceed \$274,825 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**BACKGROUND**

On November 15, 1991, the U.S. Department of Housing and Urban Development notified the Fair Housing Office that the City of Dallas Fair Housing Ordinance is substantially equivalent to the Federal Act. Certification of substantial equivalency qualifies the City for federal funding for fair housing enforcement, education and outreach.

On September 1, 1992, a Cooperative Agreement between the City and the U.S. Department of Housing and Urban Development was executed whereby the City became a Fair Housing Assistance Program agency and began participating in the U.S. Department of Housing and Urban Development Fair Housing Assistance Program. This program provides funding for substantially equivalent fair housing agencies.

The funding allows the U.S. Department of Housing and Urban Development to refer housing discrimination complaints of Dallas origin to the City for processing, while the U.S. Department of Housing and Urban Development monitors the City's performance. On August 26, 1992, the City Council approved the first of twenty-four Cooperative Agreements with the U.S. Department of Housing and Urban Development. Since December 1992, the U.S. Department of Housing and Urban Development has provided the City \$5,962,277 under this program.

## **BACKGROUND** (Continued)

Thus far, the funds have been used to partially fund the investigation of 2,383 housing discrimination complaints, to lease computer equipment that is compatible and is required by the U.S. Department of Housing and Urban Development, to attend the U.S. Department of Housing and Urban Development required training seminars, and to enhance Fair Housing education and outreach.

On August 26, 2015, the City was notified that it would receive \$274,825 in Comprehensive Funding Approach funds for Fiscal Year 2015-16. These funds are to be used for Fair Housing Office case investigation and processing, administrative costs, and training and professional development.

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

Authorized a Cooperative Agreement for FHAP funding for FY 2010-11 on September 22, 2010, by Resolution No. 10-2359.

Authorized a Cooperative Agreement for FHAP funding for FY 2011-12 on September 28, 2011, by Resolution No. 11-2537.

Authorized a Cooperative Agreement for FHAP funding for FY 2012-13 on September 26, 2012, by Resolution No. 12-2363.

Authorized a Cooperative Agreement for FHAP funding for FY 2013-14 on October 23, 2013, by Resolution No. 13-1827.

Authorized a Cooperative Agreement for FHAP funding for FY 2014-15 on October 22, 2014, by Resolution No. 14-1788.

Information about this item will be provided to the Housing Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$274,825 - U. S. Department of Housing and Urban Development Grant Funds

October 14, 2015

**WHEREAS**, the Fair Housing Ordinance, Chapter 20A of the Dallas City Code, was amended on November 7, 1990 and September 25, 1991 for the purpose of obtaining certification from the U.S. Department of Housing and Urban Development (HUD) that the City of Dallas is a fair housing agency operating substantially equivalent to HUD; and

**WHEREAS**, on June 12, 1992, the U.S. Department of Housing and Urban Development granted the City of Dallas interim certification as a substantially equivalent fair housing agency; and

**WHEREAS**, on April 24, 1995, the U.S. Department of Housing and Urban Development granted the City of Dallas final certification as a substantially equivalent fair housing agency; and

**WHEREAS**, on August 26, 2015, the U.S. Department of Housing and Urban Development granted the City Fair Housing Assistance Program Comprehensive Funding Approach funds for Fiscal Year 2015-16 in the amount of \$274,825;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is hereby authorized to **(1)** accept a grant from the U.S. Department of Housing and Urban Development (HUD) for the Fair Housing Assistance Program (FHAP) (Grant No. FF206K156005, CFDA No. 14.401) to process, investigate and conciliate housing discrimination complaints, administrative costs and HUD required staff training for the period October 1, 2015 through September 30, 2016 in the amount of \$274,825; and **(2)** the execution of the cooperative grant agreement and any other documents related to the grant, subject to approval as to form by the City Attorney.

**Section 2.** That the City Manager is hereby authorized to establish appropriations in Fund F471, Department MGT, Unit 1793, in an amount not to exceed \$274,825 (Schedule A).

**Section 3.** That the Chief Financial Officer be authorized to receive and deposit grant funds in Fund F471, Department MGT, Unit 1793, Revenue Source 6506, in an amount not to exceed \$274,825.

**Section 4.** That the Chief Financial Officer be authorized to disburse funds from Fund F471, Department MGT, Unit 1793, various Object Codes, in an amount not to exceed \$274,825 in accordance with the cooperative grant agreement.

October 14, 2015

**Section 5.** That the City Manager is hereby authorized to reimburse the U.S. Department of Housing and Urban Development (HUD) any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible no later than 30 days after the reimbursement.

**Section 6.** That the City Manager shall keep the appropriate City Council Committee informed of all final HUD monitoring reports no later than 30 days after the receipt of the report.

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



Schedule A  
Fair Housing Assistance Program (FHAP)  
**Fund F471, Unit 1793**

<b>Object Code</b>	<b>Description</b>	<b>Funds</b>	<b>Program Total</b>
1101	Salary/Civilian	190,700	190,700
3320	Advertising	52,500	52,500
3361	Professional Development	31,625	31,625
	<b>Program Totals</b>	<b>\$274,825</b>	<b>\$274,825</b>



**KEY FOCUS AREA:** Clean, Healthy Environment

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Housing/Community Services

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** a contract with the Department of State Health Services for the continuation of the Special Supplemental Nutrition Program for Women, Infants, and Children for the period October 1, 2015 through September 30, 2016; and **(2)** the execution of the Data Use Agreement between the Texas Health and Human Services Enterprise and the City - Not to exceed \$15,599,144 - Financing: Department of State Health Services Grant Funds

**BACKGROUND**

Since 1974, the Department of State Health Services (DSHS) has funded a Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) in Dallas. The WIC Program provides nutritious food, nutrition education, breastfeeding promotion and support, and referrals to health and social services. The program serves infants, children under age 5, and pregnant, postpartum and breastfeeding women. WIC is a United States Department of Agriculture program administered in Texas by the Department of State Health Services. In Dallas County, the WIC Program is administered by the City of Dallas, Housing/Community Services Department.

The WIC Program was established in 1972, following a national nutrition survey that found anemia and inadequate growth to be common among American children in low-income families. The survey also found that many women from low-income families have poor pregnancy outcomes because of inadequate nutrition. WIC's primary mission is to give the most vulnerable children the best possible start by providing nutrition education, nutritious foods, and access to other health programs during the critical stages of fetal and early childhood development and to achieve optimal nutritional status for children before they start school.

The WIC Program provides services at 19 sites throughout Dallas County. The WIC Program has extended weekday and Saturday hours of service available to serve working families and students.

## **BACKGROUND** (Continued)

Studies have shown that each dollar spent on WIC saves at least three dollars in medical expenses for infants who may have been premature or have had other medical problems, if their mothers had not benefited from participating in WIC Program services.

Funds are available to serve 103,000 participants per month for FY 2015-16. The City of Dallas is reimbursed for all expenses required to operate the WIC Program. Reimbursements are specified in the contract and are, in part, based on the number of WIC participants who are served each month. Approval of this contract will authorize reimbursement to the City of Dallas WIC Program for the FY 2015-16 contract in the amount of \$15,599,144.

PERFORMANCE MEASURES	2014-15 <u>Goals</u>	2014-15 <u>Actual*</u>	2015-16 <u>Goals</u>
Participants served (annual)	1,137,000	922,736	1,104,000

\*Thru July 31, 2015

Execution of the Data Use Agreement (DUA) is a requirement in order to receive WIC funding from the DSHS. According to Texas Health and Human Services Enterprise, the purpose of the DUA is to facilitate the creation, receipt, maintenance, use, disclose or access to confidential information regarding our WIC clients.

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

Authorized a contract for the City of Dallas WIC Program for FY2010-11 on September 22, 2010, by Resolution No. 10-2373.

Authorized a contract for the City of Dallas WIC Program for FY2011-12 on September 28, 2011, by Resolution No. 11-2531.

Authorized a contract for the City of Dallas WIC Program for FY2012-13 on September 26, 2012, by Resolution No. 12-2366.

Authorized a contract for the City of Dallas WIC Program for FY2013-14 on September 25, 2013, by Resolution No. 13-1682.

Authorized a contract for the City of Dallas WIC Program for FY2014-15 on October 8, 2014, by Resolution No. 14-1674.

Information about this item will be provided to the Housing Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$15,599,144 - Department of State Health Services Grant Funds



October 14, 2015

**WHEREAS**, the Department of State Health Services Special Supplemental Nutrition Program for Women, Infants, and Children has awarded \$15,599,144 to the City of Dallas for fiscal year 2015-16; and

**WHEREAS**, there is a continued need for the Special Supplemental Nutrition Program for Women, Infants and Children, funded through the Department of State Health Services;

**NOW, THEREFORE,**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** enter into a contract with the Department of State Health Services for the continuation of the Special Supplemental Nutrition Program for Women, Infants, and Children for the period October 1, 2015 through September 30, 2016; and **(2)** execute the Data Use Agreement between the Texas Health and Human Services Enterprise and the City, and execute any and all documents required by the contract.

**Section 2.** That the City Manager is hereby authorized to establish appropriations in Fund F470, Dept. HOU, Units 1791 and 1801-1807, using specified Object Codes according to the attached Schedule in an amount not to exceed \$15,599,144.

**Section 3.** That the Chief Financial Officer is hereby authorized to receive and deposit grant funds from the Department of State Health Services in Fund F470, Dept. HOU, Units 1791 and 1801-1807, Revenue Source 6509 in an amount not to exceed \$15,599,144.

**Section 4.** That the Chief Financial Officer is hereby authorized to disburse grant funds from the Department of State Health Services in Fund F470, Dept. HOU, Units 1791 and 1801-1807, using specified Object Codes according to the attached Schedule in an amount not to exceed \$15,599,144.

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

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

October 14, 2015

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



## SCHEDULE

**Department of State Health Services  
Special Supplemental Nutrition Program for Women, Infants, and Children  
October 1, 2015 through September 30, 2016**

**Fund F470, Dept. HOU, Unit 1791, (Admin Only), Revenue Source 6509**

<u>Object Code</u>	<u>Description</u>	<u>Amount</u>
1101	Salaries	\$ 7,563,894
1111	Cell Phone Reimbursement	\$ 7,680
1201	Overtime	\$ 185,000
1203	Service Incentive Pay	\$ 66,232
1301	Pension	\$ 1,046,087
1303	Life Insurance	\$ 4,512
1304	Health Insurance	\$ 1,066,336
1306	FICA (Medicare Only)	\$ 109,676
1309	Health & Wellness	\$ 15,792
2110	Office Supplies	\$ 90,000
2140	Light & Power	\$ 100,000
2160	Fuel Supplies	\$ 12,000
2170	Water & Sewage	\$ 3,200
2181	Fleet Fuel & Lube	\$ 700
2200	Chemical/Med/Surgical	\$ 150,000
2252	Meter Postage Fund	\$ 700
2261	Educational & Recreational Supplies	\$ 1,000
2710	Furniture & Fixtures	\$ 25,000
3030	Printing & Photo Services	\$ 500
3050	Communications	\$ 55,000
3053	Communications Circuits	\$ 52,000
3085	Freight	\$ 400
3090	City Forces	\$ 3,500
3091	Custodial Services	\$ 120,000
3099	Misc. Special Services	\$ 35,000
3130	Copy Machine Rental	\$ 40,000
3330	Rents	\$ 1,753,040
3340	Membership Dues	\$ 525
3361	Professional Development	\$ 39,000
3363	Reimbursement Personal Vehicle Use	\$ 25,000
3410	Equip & Automotive Rental	\$ 1,500
3429	Blackberry Fees	\$ 1,200
3430	Computer Services	\$ 82,272
3434	Programming	\$ 321,804
3651	General Fund Cost Reimbursement	\$ 50,000
3851	Pension Bond Debt Service	\$ 200,000
	<b>Total</b>	<b>\$13,228,550</b>

## SCHEDULE

**Department of State Health Services  
Special Supplemental Nutrition Program for Women, Infants, and Children  
October 1, 2015 through September 30, 2016**

**Fund F470, Dept. HOU, Unit 1801 (Breastfeeding Peer Counselors),  
Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salaries	\$1,066,732
1301	Pension	\$ 147,529
1303	Life Insurance	\$ 840
1304	Health Insurance	\$ 198,520
1306	FICA (Medicare Only)	\$ 15,468
1309	Health & Wellness	\$ 2,940
2110	Supplies	\$ 5,000
2200	Chem/Med/Surgical	\$ 20,000
3361	Professional Development	\$ 10,200
	<b>Subtotal</b>	<b>\$1,467,229</b>

**Fund F470, Dept. HOU, Unit 1804 (Lactation Consultants), Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salaries	\$ 154,111
1301	Pension	\$ 21,314
1303	Life Insurance	\$ 72
1304	Health Insurance	\$ 17,016
1306	FICA (Medicare Only)	\$ 2,235
1309	Health & Wellness	\$ 252
3361	Professional Development	\$ 5,000
	<b>Subtotal</b>	<b>\$ 200,000</b>

## SCHEDULE

**Department of State Health Services  
Special Supplemental Nutrition Program for Women, Infants, and Children  
October 1, 2015 through September 30, 2016**

**Fund F470, Dept. HOU, Unit 1803 (Obesity Prevention), Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salaries	\$ 8,000
1301	Pension	\$ 1,106
1303	Life Insurance	\$ 24
1304	Health Insurance	\$ 5,672
1306	FICA (Medicare Only)	\$ 116
1309	Health & Wellness	\$ 84
2110	Supplies	\$ 4,998
	<b>Subtotal</b>	<b>\$ 20,000</b>

**Fund F470, Dept. HOU, Unit 1802 (Registered Dieticians), Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salaries	\$ 133,102
1301	Pension	\$ 18,408
1303	Life Insurance	\$ 48
1304	Health Insurance	\$ 11,344
1306	FICA (Medicare Only)	\$ 1,930
1309	Health & Wellness	\$ 168
	<b>Subtotal</b>	<b>\$ 165,000</b>

## SCHEDULE

**Department of State Health Services  
Special Supplemental Nutrition Program for Women, Infants, and Children  
October 1, 2015 through September 30, 2016**

**Fund F470, Dept. HOU, Unit 1805 (Lactation Care Center), Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salaries	\$ 241,500
1301	Pension	\$ 33,399
1303	Life Insurance	\$ 96
1304	Health Insurance	\$ 22,688
1306	FICA (Medicare Only)	\$ 3,502
1309	Health & Wellness	\$ 336
2110	Supplies	\$ 4,830
2140	Light & Power	\$ 4,000
2200	Chemical/Med/Surgical	\$ 5,000
3330	Rents	\$ 76,349
3361	Professional Development	\$ 5,300
	<b>Subtotal</b>	<b>\$ 397,000</b>

**Fund F470, Dept. HOU, Unit 1806 (Training Center), Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
3330	Rents	\$ 86,336
3099	Misc. Special Services	\$ 1,000
	<b>Subtotal</b>	<b>\$ 87,336</b>

**Fund F470, Dept. HOU, Unit 1807 (Dietetic Internship), Revenue Source 6509**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salaries	\$ 23,203
1301	Pension	\$ 3,210
1303	Life Insurance	\$ 24
1304	Health Insurance	\$ 5,672
1306	FICA (Medicare Only)	\$ 336
1309	Health & Wellness	\$ 84
3361	Professional Development	\$ 1,500
	<b>Subtotal</b>	<b>\$ 34,029</b>

**KEY FOCUS AREA:** Clean, Healthy Environment

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Housing/Community Services

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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**SUBJECT**

Authorize contracts with fully-licensed child care providers pursuant to the City Child Care Services for the period October 1, 2015 through September 30, 2016 (list attached) and with other fully-licensed child care providers selected by eligible parents during the fiscal year - Not to exceed \$127,301 - Financing: 2015-16 Community Development Block Grant Funds

**BACKGROUND**

On June 10, 2015, City Council adopted the FY 2015-16 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) grant funds. The grant funds are available beginning October 1, 2015, contingent upon approval of the City's FY 2015-16 Action Plan and execution of grant agreements with HUD. The FY 2015-16 Consolidated Plan Budget includes a line item budget for the City Child Care Services in the amount of \$299,697.

The City Child Care Services promotes stability for low/moderate income working parents and high school students who are given limited assistance to become fully self-sufficient within a short period of time. Approximately 97 children will be subsidized for a one-year period.

The City Child Care Services pays up to \$50 per week per child directly to contracted child care providers for child care services for working parents whose income fall in the low/moderate income range of Community Development Block Grant (CDBG) funding eligibility. Individuals in this income range are frequently labeled as the "working poor" because their income places them just above the level to be eligible for other forms of public assistance such as Child Care Management Assistance (CCMA) and Head Start of Greater Dallas. Currently, there is a waiting list at CCMA and Head Start of Greater Dallas that has a limited number of slots for children ranging from 3 1/2 - 5 years of age. There are almost no infants or toddler slots available at Head Start of Greater Dallas and no summer programs.

**BACKGROUND** (Continued)

This resolution will allow the City to enter into contracts with fully-licensed child care service providers listed in the Attachment and also allows the City to enter into a contract with other fully-licensed child care providers that are not listed in the Attachment, and subsequent to the passage of this resolution, as long as the child care provider meets the requirements of the Child Care Services. Parents are allowed to select their own provider for child care. If the provider agrees to accept the funds from the City of Dallas and follow all program requirements, they will be added to the list during the year.

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

Authorized contracts with child care providers for the City Child Care Services on September 24, 2014, by Resolution No. 14-1596.

Information about this item will be provided to the Housing Committee on October 5, 2015.

**FISCAL INFORMATION**

\$127,301 - 2015-16 Community Development Block Grant Funds

October 14, 2015

**WHEREAS**, the Housing/Community Services Department is administering the City Child Care Services which initially began in October 1985; and

**WHEREAS**, the FY 2015-16 Community Development Block Grant (CDBG) budget was approved by the City Council on June 10, 2015, by Resolution No. 15-1055, and included funding for the City Child Care Services; and

**WHEREAS**, the City will make monthly partial payments to the current and new child care providers (the current list of child care providers is attached); and

**WHEREAS**, the City Child Care Services pays a portion of child care expenses for working parents whose income falls in the low/moderate range of CDBG eligibility; and

**WHEREAS**, it is necessary for the City Council to approve contracts with the providers to facilitate payment;

**NOW, THEREFORE,**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to approve contracts with fully-licensed child care providers pursuant to the City Child Care Services for the period October 1, 2015 through September 30, 2016 (list attached) and with other fully-licensed child care providers (selected by eligible parents during the fiscal year, and execute any and all documents required by the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to make payments to fully-licensed child care providers listed in the Attachment and with other fully-licensed child care providers who meet the requirements of the City Child Care Service from Fund CD15, Dept. HOU, Unit 619H, Object Code 3099, in an amount not to exceed \$127,301.

**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.

**FY 2015-16 City Child Care Services Provider's Master List**

<b>Provider Name / Vendor Number</b>	<b>Director</b>	<b>Address</b>	<b>Phone #</b>	<b>Info/Dates</b>
Knoll Kids, Inc. dba Armadillos to Zebras Child Care - VS0000027219	Cindy Knoll	14045 Waterfall Way 75240	(972) 231-6998	06-22-08
Dallas Can! Early Childhood Development Center - VS0000026151	Carol Wentworth	4621 Ross Avenue 75204	(214) 584-2361 (214) 827-9503-Fax	11-01-12
Good Street Learning Center - 169527	Gwendolyn Sneed	3126 Hatcher Street 75215	(214) 421-7504 (214) 421-2742-Fax	08-26-14
Heavenly Christian Academy - VS0000013797	Tia Ward	11421 Shiloh Road 75228	(972) 681-7545	06-17-09
Heavenly Child Care - 346147	Kathy Ward	9625 Plano Rd. Suite 1700 75238	(214) 343-0216	06-22-09
Kaleidoscope Child Dev. Center - 513152	Diana Docherty	19310 Midway Road 75287	(972) 248-1543 (972) 248-0563-Fax	07-03-09
Kirby's Kreative Learning Center - 337889	Tina Green	330 S. R.L. Thornton 75203	(214) 943-7309 (214) 943-4817-Fax	07-04-09
Spring Creek Private School - 200426	Marcia Wentz	14855 Spring Creek Rd. 75248	(972) 239-0096 (972) 239-5944-Fax	Pending
Kiddie Korner Private School - 248963	Linda Peters	328 W. 12 <sup>th</sup> Street 75208	(214) 946-3151 (214) 946-2081-Fax	02-10-15
Metropolitan Christian Academy - 518139	Joey Allen	3430 S. Polk Street 75224	(214) 375-2227	07-29-15



## AGENDA ITEM # 21

**KEY FOCUS AREA:** Clean, Healthy Environment

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Housing/Community Services

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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### **SUBJECT**

Authorize an amendment to Resolution No. 15-1365, previously approved on August 12, 2015 to: **(1)** increase the local cash match from the City of Dallas by \$100,040 (from \$96,253 to \$196,293); **(2)** decrease the In-Kind Contributions by AIDS Arms, Inc. by \$100,040 (from \$175,000 to \$74,960); and **(3)** specify new terms regarding match requirements in the Memorandum of Understanding between the City of Dallas and AIDS Arms, Inc. to provide an In-Kind Contribution in the amount of \$74,960, under the Continuum of Care Grant for the Permanent Supportive Housing from the U.S. Department of Housing and Urban Development - Total not to exceed \$100,040 - Financing: Current Funds

### **BACKGROUND**

On August 12, 2015, City Council, by Resolution No. 15-1365, authorized the acceptance of a Continuum of Care Grant from the U.S. Department of Housing and Urban Development (HUD) for the Permanent Supportive Housing Grant (Grant No. TX0072L6T001407) in the amount of \$1,449,970, for the period October 1, 2015 through September 30, 2016, to provide tenant-based rental assistance for permanent housing and supportive services for homeless persons with disabilities and their families. This includes homeless persons who are seriously mentally ill, have chronic problems with alcohol, drugs or both or have AIDS and related diseases.

Under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, all eligible funding costs accepted must be matched with no less than a 25 percent cash match or In-Kind Contribution. The total match for this grant equals \$387,493.

## **BACKGROUND** (Continued)

Accordingly, by Resolution No. 15-1365, City Council also authorized a local cash match in the amount of \$96,253 from the City of Dallas and In-Kind Contributions in the amount of \$291,240 to be provided through Memorandum of Understanding's with LifeNet Services of Texas, Metrocare Services, ABC Behavioral Health (providing assistance and referrals regarding mental health services and medications), and AIDS Arms, Inc. (providing care coordination, case management and outpatient medical care).

Subsequently, AIDS Arms, Inc. notified the City of Dallas by letter dated August 24, 2015, that the actual amount of In-Kind Contributions that the agency will be able to provide under the grant for this period is approximately \$74,960, not \$175,000 that was previously approved by Council Resolution 15-1365. The difference of \$100,040 resulted from an internal misunderstanding regarding the mix or level of services (and their associated value) that the agency would provide to each client receiving housing assistance under the City grant. The City of Dallas will make up the difference in cash match through General Funds that are used to pay staff costs for housing case managers assigned to the grant project. With this change, the total match for the grant will remain \$387,493, but will include \$196,293 in cash match and \$191,200 through In-Kind Contributions.

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

Authorized the acceptance of grant funds to provide rental assistance for homeless persons with disabilities on August 14, 2013, by Resolution No. 13-1294.

Authorized the consolidation of the Shelter Plus Care I and Shelter Plus Care II grant agreements into one grant on October 8, 2013, by Resolution No. 13-1790.

Authorized the acceptance of Continuum of Care Grant funds to provide permanent housing and supportive services for homeless persons with disabilities on August 13, 2014, by Resolution No. 14-1216.

Authorized the amendment of grant funds to provide permanent housing and supportive services for homeless person with disabilities, to create a new budget line item for Supportive Services; and establishment of a new Casework II position funded by the grant on February 11, 2015, by Resolution No. 15-0275.

Authorized the acceptance of Continuum of Care Grant funds to provide permanent housing and supportive services for homeless persons with disabilities on August 12, 2015, by Resolution No. 15-1365.

Information about this item will be provided to the Housing Committee on October 5, 2015.

## **FISCAL INFORMATION**

\$100,040 - Current Funds

October 14, 2015

**WHEREAS**, there is a need to assist homeless persons by providing rental assistance, in conjunction with support services; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides Permanent Supportive Housing grant funds to assist the homeless with rental assistance; and

**WHEREAS**, under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, all eligible funding costs accepted must be matched with no less than a 25 percent cash match or In-Kind Contribution; and

**WHEREAS**, HUD approved the City of Dallas' renewal application for the FY2014 Continuum of Care Grant (Permanent Supportive Housing) totaling \$1,449,970;

**NOW, THEREFORE,**

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

**Section 1.** That Resolution No. 15-1365, previously approved on August 12, 2015, is amended to: **(1)** increase the local cash match from the City of Dallas by \$100,040 (from \$96,253 to \$196,293); **(2)** decrease the In-Kind Contributions by AIDS Arms, Inc. by \$100,040 (from \$175,000 to \$74,960); and **(3)** specify new terms regarding match requirements in the Memorandum of Understanding between the City of Dallas and AIDS Arms, Inc. to provide an in-kind contribution in the amount of \$74,960, under the Continuum of Care Grant for the Permanent Supportive Housing from the U.S. Department of Housing and Urban Development.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse a local match from Fund 0001, Dept. HOU, Unit 4308, in an amount not to exceed \$196,293, according to the attached Schedule.

**Section 3.** That the City Manager is authorized to provide an in-kind contribution in the amount of \$191,200, according to the attached Schedule.

**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.

## SCHEDULE

**Continuum of Care  
Permanent Supportive Housing  
Tenant-Based Rental Assistance  
Fund F458, Dept. HOU, Unit 1759, Revenue Source Code 6506  
October 1, 2015 through September 30, 2016**

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1101	Salary	\$ 108,700
1301	Pension	\$ 15,033
1303	Life	\$ 48
1304	Health	\$ 11,344
1306	FICA	\$ 1,576
1309	Wellness	\$ 168
3363	Mileage	\$ 9,610
3851	Pension Board	\$ 10,011
3330	Rent	<u>\$1,293,480</u>
	<b>Total</b>	<b>\$1,449,970</b>

### Matching Funds

#### Cash

#### Fund 0001, Dept. HOU, Unit 4308

<b><u>Object Code</u></b>	<b><u>Description</u></b>	<b><u>Original Amount</u></b>	<b><u>Change</u></b>	<b><u>Revised Amount</u></b>
1101	Salary	\$77,281	\$ 80,854	\$158,135
1203	SIP	\$ 1,200	\$ 912	\$ 2,112
1301	Pension	\$10,854	\$ 11,308	\$ 22,162
1303	Life Insurance	\$ 24	\$ 24	\$ 48
1304	Health Insurance	\$ 5,672	\$ 5,672	\$ 11,344
1306	FICA	\$ 1,138	\$ 1,186	\$ 2,324
1309	Wellness	<u>\$ 84</u>	<u>\$ 84</u>	<u>\$ 168</u>
	<b>Total</b>	<b>\$96,253</b>	<b>\$100,040</b>	<b>\$196,293</b>

## SCHEDULE

**Continuum of Care  
Permanent Supportive Housing  
Tenant-Based Rental Assistance  
Fund F458, Dept. HOU, Unit 1759, Revenue Source Code 6506  
October 1, 2015 through September 30, 2016**

### In-Kind Contributions

<u>Description</u>	<u>Original Amount</u>	<u>Change</u>	<u>Revised Amount</u>
LifeNet Services of Texas/Miscellaneous Srvcs	\$ 42,500	\$ 0	\$ 42,500
AIDS Arms, Inc. /Miscellaneous Srvcs	\$175,000	(\$100,040)	\$ 74,960
Metrocare Services/Miscellaneous Srvcs	\$ 32,490	\$ 0	\$ 32,490
ABC Behavioral Health/Miscellaneous Srvcs	<u>\$ 41,250</u>	<u>\$ 0</u>	<u>\$ 41,250</u>
<b>Total</b>	<b>\$291,240</b>	<b>(\$100,040)</b>	<b>\$191,200</b>

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

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

**DEPARTMENT:** Intergovernmental Services

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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**SUBJECT**

An ordinance approving Dallas/Fort Worth International Airport Board Resolution No. 2015-09-168, amendments to Chapters 2,3,9 and Appendix I to the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board regarding: **(1)** traffic regulations; **(2)** miscellaneous offenses; **(3)** airport security badges; and **(4)** street names and speed limits - Financing: No cost consideration to the City

**BACKGROUND**

The Dallas/Fort Worth International Airport Board is requesting the Owner Cities of Dallas and Fort Worth to approve the following proposed amendments to its Code of Rules and Regulations:

**Amendment to Chapter 2 - Traffic Regulations**

- Throughout the Chapter, change “Vice President of Operations” to “Administrator”, “VP Customer Service “ to “VP Parking Business Unit”, and in Section 2-68, change “Director” to “Administrator” to utilize appropriate term and correct terminology
- To make it an offense to park equipment on the Air Operations Area (AOA) that is inoperable or undergoing maintenance, or to park equipment on the AOA that the VP of Operations has instructed them to remove from the AOA
- To allow electronic signatures for e-tickets for parking violations
- To include adjudication of parking violations by email and the online adjudication process
- To provide that parking authorizations may be placed either in the front or rear window of a vehicle
- To make it an offense for failing to be secured by a safety belt when operating or riding in a vehicle on the AOA in a seat that is equipped with a safety belt

## **BACKGROUND (Continued)**

### **Amendment to Chapter 3 - Miscellaneous Offenses**

- To amend the section prohibiting animals in terminals to create an exception for airport-authorized therapy animals and handlers engaged in Airport therapy animal activities
- To add an offense which would prohibit foreign object debris on a portion of the AOA that is obligated to be kept clean
- To move section regarding possession or consumption of an alcoholic beverage from Chapter 2 (Traffic Regulations) to Chapter 3 (Miscellaneous Offenses)
- To make it an offense for failing to wear a reflective garment while on the AOA

### **Amendment to Chapter 9 - Airport Security**

- Add issuance of two different Security Identification Display Area (SIDA) badges, one with no escorting privileges

### **Amendment to Appendix 1 - Street names/speed limits**

- Addition of Technology Drive (E & W)
- Addition of Terminals A & E Entrance, Exit and Recirculation Roads
- Remove Terminals A & E Public Loop Roads

The Airport Board approved these amendments at their September 3, 2015 Board Meeting. The Dallas Transportation and Trinity River Project Committee will be briefed on October 12, 2015. The Infrastructure and Transportation Committee of the Fort Worth City Council will be briefed on October 13, 2015 with the Fort Worth Council voting on October 20, 2015. The proposed changes will not go into effect until the Airport has received both Owner City approvals.

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

On September 3, 2015, the Dallas/Fort Worth International Airport Board approved amendments to Chapters 2, 3, 9 and Appendix I to the Code of Rules and Regulations.

Information about this item will be presented to the Transportation and Trinity River Project Committee on October 12, 2015.

## **FISCAL INFORMATION**

No cost consideration to the City.



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

An ordinance approving Resolution No. 2015-09-168 adopted by the Dallas-Fort Worth International Airport Board on September 3, 2015 for the purpose of amending Chapter 2, "Traffic Regulations," Chapter 3, "Miscellaneous Offenses," Chapter 9, "Airport Security," and Appendix I of the Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board, as amended; to revise certain titles; to add an offense for parking equipment on the Air Operations Area (AOA) that is inoperable or undergoing maintenance, or for parking equipment on the AOA that the VP of Operations has instructed to be removed from the AOA; to allow electronic signatures for e-tickets for parking violations as well as adjudication of parking violations by email and by an online adjudication process; to allow parking authorizations to be placed either in the front or rear window of a vehicle; to add an offense for failing to be secured by a safety belt when operating or riding in a vehicle on the AOA in a seat that is equipped with a safety belt; to create an exception for airport-authorized therapy animals and handlers engaged in Airport therapy animal activities; to add an offense for allowing foreign object debris on a portion of the AOA that is obligated to be kept clean; to add an offense for failing to wear a reflective garment while on the AOA; to make conforming changes; providing a severability clause; and providing an effective date.

WHEREAS, Section 8.F. of the 1968 Contract and Agreement, as amended, between the City of Dallas, Texas and the City of Fort Worth, Texas, provides that the Dallas-Fort Worth International Airport Board shall have the power, by a duly adopted order, to adopt and enforce rules and regulations for the orderly, safe, efficient, and sanitary operation of the airport and to prescribe reasonable penalties for the breach of any rule or regulation not to exceed the maximum fines authorized by state law; and

WHEREAS, state law currently authorizes fines of up to \$500 for all violations of the airport's rules and regulations, except for those violations relating to fire safety, public health and sanitation, or the dumping of refuse, for which the maximum fine is \$2,000, and except when another fine is fixed by state law; and

WHEREAS, Sections 22.082 of the Texas Transportation Code, as amended, and Section 8.F. of the 1968 Contract and Agreement, as amended, provide that such rules, regulations or orders by the Dallas-Fort Worth International Airport Board will become effective only upon approval of the governing bodies of the Cities of Dallas and Fort Worth and proper publication; and

WHEREAS, pursuant to the foregoing, the Dallas-Fort Worth International Airport Board adopted the Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board, which regulates traffic, travel, and conduct within the Dallas-Fort Worth International Airport and establishes certain procedures for the adoption of additional rules, regulations and orders; and

WHEREAS, on September 3, 2015, the Dallas-Fort Worth International Airport Board passed, approved, and ordered Resolution No. 2015-09-168 which amended Chapter 2, "Traffic Regulations," Chapter 3, "Miscellaneous Offenses," Chapter 9, "Airport Security," and Appendix I of the Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board, as amended; and

WHEREAS, in accordance with Section 1-8 of Chapter 1 of the Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board, as amended, the Dallas-Fort Worth International Airport Board has requested that the City Councils of the Cities of Dallas and Fort Worth approve Resolution No. 2015-09-168 in order that it may become effective; Now Therefore,

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

SECTION 1. That all of the declarations and findings contained in the preambles of this ordinance are made a part hereof and shall be fully effective as a part of the ordained subject matter of this ordinance.

SECTION 2. That Resolution No. 2015-09-168 of the Dallas-Fort Worth International Airport Board, a duly certified copy of which is attached hereto as Exhibit A and made a part of this ordinance by reference, is hereby approved.

SECTION 3. That after publication of a substantive statement relating to the contents of Resolution No. 2015-09-168 of the Dallas-Fort Worth International Airport Board in a newspaper of general circulation in each of the counties of Dallas and Tarrant, stating that a breach of any provision of Resolution No. 2015-09-168 will subject the violator to a penalty and stating that the full text of Resolution No. 2015-09-168 and any attachments are on file in the principal office of the Dallas-Fort Worth International Airport Board to be read by any interested party, Resolution No. 2015-09-168 shall thereafter have the same force and effect within the boundaries of the Dallas-Fort Worth International Airport as an ordinance by the City Council of the City of Dallas would have in the City of Dallas, and the penalty shall be enforced in the same manner in which penalties prescribed by other ordinances of the City of Dallas are enforced.

SECTION 4. That the sections, paragraphs, sentences, clauses, and phrases of this ordinance and Resolution No. 2015-09-168 are severable, and if any phrase, clause, sentence, paragraph, or section shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these ordinances or Resolution No. 2015-09-168, since the same would have been enacted without the incorporation of any unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. 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:

WARREN M.S. ERNST, City Attorney

By \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_

Exhibit A

September 11, 2015

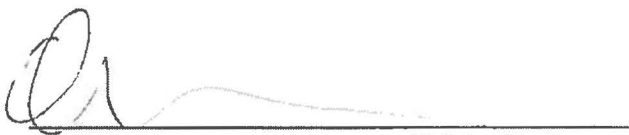
STATE OF TEXAS           §

COUNTY OF DALLAS       §

COUNTY OF TARRANT   §

I, Kristy Anderson, Board Secretary of the Dallas-Fort Worth International Airport Board, do hereby certify that the attached is a true and correct copy of Resolution No. 2015-09-168, approved by the Dallas-Fort Worth International Airport Board of Directors at its Board Meeting held on September 3, 2015.

WITNESS MY HAND AND SEAL OF THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD, this 11<sup>th</sup> day of September 2015.

A handwritten signature in dark ink, appearing to be 'Kristy Anderson', is written over a horizontal line.

Kristy Anderson  
Board Secretary

# DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

## OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Amendments to the Code of Rules and Regulations of the Dallas Fort Worth International Airport Board.	2015-09-168

### Action

That the Airport Board approve amendments to Chapters 2, 3, 9 and Appendix I to the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board, and recommend approval of such amendments to the Cities of Dallas and Fort Worth.

### Description

This action will approve the attached amendments to Chapters 2, 3, 9 and Appendix I of the Code of Rules and Regulations of the Dallas Fort Worth International Airport Board as follows:

#### Chapter 2 - Traffic Regulations

- Throughout the Chapter, change "Vice President of Operations" to "Administrator", "VP Customer Service" to "VP Parking Business Unit", and in Sec. 2-68, change "Director" to "Administrator" to utilize appropriate term and correct terminology.
- To make it an offense to park equipment on the Air Operations Area (AOA) that is inoperable or undergoing maintenance, or to park equipment on the AOA that the VP of Operations has instructed them to remove from the AOA.
- To allow electronic signatures for e-tickets for parking violations.
- To include adjudication of parking violations by email and the online adjudication process.
- To provide that parking authorizations may be placed either in the front or rear window of a vehicle.
- To make it an offense to fail to be secured by a safety belt when operating or riding in a vehicle on the AOA in a seat that is equipped with a safety belt.

#### Chapter 3 - Miscellaneous Offenses

- To amend the section prohibiting animals in terminals to create an exception for airport-authorized therapy animals and handlers engaged in Airport therapy animal activities.
- To add an offense which would prohibit foreign object debris on a portion of the AOA that is obligated to be kept clean.
- To move section regarding possession or consumption of an alcoholic beverage from Chapter 2 (Traffic Regulation) to Chapter 3 (Miscellaneous Offenses).
- To make it an offense to fail to wear a reflective garment while on the AOA.

#### Chapter 9 - Airport Security

- Add issuance of 2 different SIDA badges, one with no escorting privileges.

#### Appendix I

- Addition of Technology Drive (E & W)
- Addition of Terminals A & E Entrance, Exit and Recirculation Roads.
- Remove Terminals A & E Public Loop Roads.

### D/S/M/WBE Information

- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Board policies and amendments).

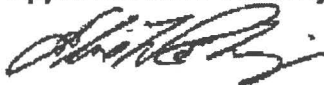
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			\$0	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Elaine Rodriguez 3-5487				\$0

## Additional Information

Additional Attachments: Y

**BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Airport Board hereby approves the amendments to Chapters 2, 3, 9 and Appendix I to the Code of Rules and Regulations of the Dallas Fort Worth International Airport Board and recommend approval of such amendments by the Cities of Dallas and Fort Worth.

**Approved as to Form by**


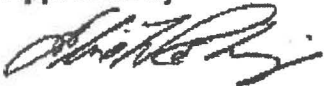
Rodriguez, Elaine  
Legal Counsel  
Aug 20, 2015 9:58 am

**Approved as to Funding by**


Underwood, Max  
VP Finance  
Finance  
Aug 20, 2015 9:23 am

**Approved as to M/WBE by**


Lee, Tamela  
VP Business Diversity & Dev  
Business Diversity and  
Development  
Aug 20, 2015 1:13 pm

**SIGNATURE REQUIRED FOR APPROVAL****Approved by**


Department Head  
Legal  
Aug 20, 2015 9:08 am



Chief Executive Officer

Sep 3, 2015 2:48 pm

Date





## AGENDA ITEM # 23

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Office of Financial Services  
Communication and Information Services  
Office of Economic Development  
Water Utilities

**CMO:** Jeanne Chipperfield, 670-7804  
Mark McDaniel, 670-3256  
Ryan S. Evans, 671-9837

**MAPSCO:** N/A

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### **SUBJECT**

Authorize payment of annual membership fees and continuation of arrangements for providing specialized municipal-related services to Gartner, Inc. (IT Executives and Leaders) in the amount of \$121,089, North Central Texas Council of Governments in the amount of \$124,427, North Texas Commission in the amount of \$93,320, Oncor Cities Steering Committee in the amount of \$160,169, Texas Coalition of Cities For Utility Issues in the amount of \$51,243, Texas Municipal League in the amount of \$51,947, Water Environment Research Foundation in the amount of \$80,820, and Water Research Foundation in the amount of \$243,998 - Total not to exceed \$927,013 - Financing: Current Funds (\$602,195) and Water Utilities Current Funds (\$324,818)

### **BACKGROUND**

Arrangements with these professional organizations provide the City of Dallas an avenue for greater communication and cooperation with other municipalities and government entities, access to research and information of benefit to the City, as well as providing consultation with other agencies on the needs of the region, state and nation.

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

Information about this item will be provided to the Budget, Finance and Audit Committee on October 5, 2015.

### **FISCAL INFORMATION**

Current Funds - \$602,195.00  
Water Utilities Current Funds - \$324,818.00

## **ETHNIC COMPOSITION**

### **Gartner, Inc. (IT Executives and Leaders)**

Hispanic Female	125	Hispanic Male	105
Black Female	85	Black Male	61
White Female	1463	White Male	2091
Other Female	152	Other Male	208

### **North Central Texas Council of Governments**

Hispanic Female	22	Hispanic Male	7
Black Female	34	Black Male	6
White Female	123	White Male	91
Other Female	15	Other Male	16

### **North Texas Commission**

Hispanic Female	5	Hispanic Male	10
Black Female	3	Black Male	3
White Female	26	White Male	64
Other Female	2	Other Male	1

### **Oncor Cities Steering Committee**

Ethnic Composition not available - staffed by volunteers

### **Texas Coalition of Cities For Utility Issues**

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

### **Texas Municipal League**

Hispanic Female	1	Hispanic Male	1
Black Female	2	Black Male	0
White Female	20	White Male	7
Other Female	0	Other Male	0

**ETHNIC COMPOSITION** (Continued)

Water Environment Research Foundation

Hispanic Female	0	Hispanic Male	0
Black Female	2	Black Male	0
White Female	15	White Male	9
Other Female	1	Other Male	1

Water Research Foundation

Hispanic Female	3	Hispanic Male	1
Black Female	1	Black Male	0
White Female	23	White Male	10
Other Female	0	Other Male	1



October 14, 2015

**WHEREAS**, arrangements with professional organizations provide the City of Dallas access to research and information of benefit to the City, enhanced communication with other municipalities, opportunities for information exchange and professional development, as well as effective lobbying on matters of municipal interest; and

**WHEREAS**, the City of Dallas continues to benefit through its relationships with these professional organizations;

**Now, Therefore,**

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

**Section 1.** That the City of Dallas continue arrangements with the organizations listed below for fiscal year 2015-16 for the annual fees specified.

**Section 2.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$121,089.00 from Fund 0198, Dept. DSV, Unit 1664, Object 3340, Encumbrance CT DSV16GARTNER, Vendor No. VS0000018090, for payment of annual fees to Gartner, Inc. (IT Executives and Leaders).

**Section 3.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$124,427.00 from Fund 0001, Dept. BMS, Unit 1991, Object 3340, Encumbrance CT BMS1991A1601 Vendor No. 265554, for payment of annual fees to and for the North Central Texas Council of Governments.

**Section 4.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$51,947.00 from Fund 0001, Dept. BMS, Unit 1991, Object 3340, Encumbrance CT BMS1991A1602, Vendor 079714, for payment of annual fees to and for the Texas Municipal League.

**Section 5.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$160,169.00 from Fund 0001, Dept. BMS, Unit 1991, Object 3340, Encumbrance CT BMS1991A1603 Vendor No. 264729, for payment of annual fees to and for the Oncor Cities Steering Committee.

**Section 6.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$51,243.00 from Fund 0001, Dept. BMS, Unit 1991, Object 3340, Encumbrance CT BMS1991A1604 Vendor 354776, for payment of annual fees to and for the Texas Coalition of Cities for Utility Issues.

**Section 7.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$243,998.00 from Fund 0100, Dept. DWU, Unit 7015, Object 3340, Encumbrance CT DWU7015A1600, Vendor No. VC0000008752, for payment of annual fees to and for the Water Research Foundation.

October 14, 2015

**Section 8.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$80,820.00 from Fund 0100, Dept. DWU, Unit 7015, Object 3340, Encumbrance CT DWU7015A1601, Vendor No. 333952, for payment of annual fees to and for the Water Environment Research Foundation.

**Section 9.** That the Chief Financial Officer is hereby authorized to encumber and disburse an amount not to exceed \$93,320.00 from Fund 0001, Dept. ECO, Unit 1164, Object 3340 Encumbrance CT ECO161164K053, Vendor No. 193362, for payment of annual fees to and for the North Texas Commission.

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

**AGENDA ITEM # 24**

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

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Park & Recreation

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

**MAPSCO:** N/A

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**SUBJECT**

Authorize a five-year contract with two five-year renewal options for trustee services for the Park and Recreation Trust of the City of Dallas - Bank of Texas N.A., only proposer  
- Financing: No cost consideration to the City

**BACKGROUND**

On May 4, 1970, the Park and Recreation Board authorized the creation of a discretionary investment account with Republic National Bank of Texas entitled "Park and Recreation Trust Fund of the City of Dallas". Assets totaling \$257,886 from the Grauwyler Memorial Fund, Martin Weiss Park Fund and Craddock Park Fund were combined to establish the trust. Earnings from the combined assets were to be prorated on the following ratio of original participating deposits to the total value of the corpus: Craddock Park Fund 83%, Grauwyler Park Fund 9%, and Martin Weiss Park Fund 8%. The market value of the trust as of August 31, 2015 was \$1,072,724.64.

Over the course of many years, the trustee changed from Republic National Bank of Texas to U.S. Trust. In January 2014, U.S. Trust notified the City that it could no longer serve as Trustee of the Park and Recreation Trust Fund due to the passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Municipal Advisor Regulations issued pursuant to the Dodd-Frank Act.

On June 26, 2014, Administrative Action No. 15-5899 transferred the trust fund from U.S. Trust to Bank of Texas N.A. The Department has since submitted a Request for Competitive Sealed Proposals to secure trustee services through a multi-year contract. Bank of Texas N.A. was the only proposer. The Department now seeks authorization to enter into a contract with Bank of Texas N.A. establishing the financial entity as the custodian and trustee of the Park and Recreation Trust Fund of the City of Dallas.

## **BACKGROUND (Continued)**

The contract term is for five years and includes two five-year contract renewal options with the City of Dallas in accordance with the following deal points:

1. The initial term of the agreement will be from October 2015 to September 2020, with two five-year renewal options.
2. Bank of Texas N.A. shall open and maintain custodian and trustee, a discretionary investment account entitled Park and Recreation Trust Fund of the City of Dallas.
3. Bank of Texas N.A. will review investments held in the account regularly and, without obtaining additional instructions from the City and make such sales, exchanges or reinvestments or to take any action which the trustee deems necessary or desirable in connection with the property of the Park and Recreation Department of the City of Dallas, held for it in trust.
4. Bank of Texas N.A. when exercising investment discretion as trustee shall be limited to investing in securities of the type appropriate for trust funds with the needs and investment horizon that are consistent with the history of this trust. Trustee will be required to act in good faith and in conformity with Texas Trust Code, as amended from time to time.
5. Bank of Texas N.A. shall render quarterly statements to the Park and Recreation Board of the City of Dallas setting forth the property held in trust for it in the said account the transactions therein including the amount of interest or other income earned by said trust fund during the previous quarter.
6. Bank of Texas N.A. shall advise the Park and Recreation Board of changes as they are made in the trust fund in accordance with normal procedures.
7. Bank of Texas N.A. shall brief the Park Board annually on the overall performance of the investments.
8. Bank of Texas N.A. shall transmit a statement to the Park and Recreation Board quarterly with one-quarter of the annual fee agreed upon by all parties involved.
9. Bank of Texas N.A. shall make available to the City of Dallas Park and Recreation Department the option to open and maintain as custodian and trustee additional discretionary investment accounts should the need arise.
10. The Park and Recreation Board reserves the right to withdraw any or all of the corpus, or any growth which might accrue to the original corpus, of this trust by the passage of a Park Board resolution to this effect which when certified by the Secretary of the Board and delivered to the trustee shall become effective for such withdrawal.



## **BACKGROUND (Continued)**

11. The trust agreement may be terminated at any time by written notice either by the Park and Recreation Board or by Bank of Texas N.A.

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

The Park and Recreation Board authorized a five year contract with two five-year renewal options with Bank of Texas on September 3, 2015.

Information about this item was provided to the Quality of Life & Environment Committee on September 28, 2015.

## **FISCAL INFORMATION**

No cost consideration to the City.

Management fees are deducted directly from investment earnings held in the trust fund.

## **M/WBE INFORMATION**

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

200 M/WBE and Non-M/WBE vendors were contacted.

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

## **ETHNIC COMPOSITION**

### **Bank of Texas N.A.**

White Male	1554	White Female	1974
Black Male	75	Black Female	235
Hispanic Male	182	Hispanic Female	295
Other Male	128	Other Female	238

## **PROPOSAL INFORMATION**

The following proposal was received from Request for Competitive Sealed Proposal BKZ1516 and opened on April 8, 2015. This service contract is being awarded in its entirety to the only proposer.

\*Denotes successful proposer

<b><u>Proposer</u></b>	<b><u>Address</u></b>	<b><u>Management Fee</u></b>
*Bank of Texas N.A.	5956 Sherry Lane, Suite 1201 Dallas, TX 75225	\$46,850.00

## **OWNER**

**Bank of Texas N.A.**

Steven G. Bradshaw, President and Chief Executive Officer

October 14, 2015

**WHEREAS**, on May 4, 1970, the Park and Recreation Board authorized the creation of a discretionary investment account with Republic National Bank of Texas entitled "Park and Recreation Trust Fund of the City of Dallas". Assets totaling \$257,886 from the Grauwlyer Memorial Fund, Martin Weiss Park Fund and Craddock Park Fund were combined to establish the trust. This action was ratified by the City Council on May 11, 1970. The market value of the trust as of August 31, 2015 was \$1,072,724.64; and

**WHEREAS**, over the course of many years, the trustee changed from Republic National Bank of Texas to U.S. Trust; and

**WHEREAS**, in January 2014, U.S. Trust notified the City that it could no longer serve as Trustee of the Park and Recreation Trust Fund due to the passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Municipal Advisor Regulations issued pursuant to the Dodd-Frank Act; and

**WHEREAS**, in March 2015, the Park and Recreation Department solicited a Request for Competitive Sealed Proposal to secure a multi-year contract for trustee services; and

**WHEREAS**, on April 8, 2015, one proposal was received for trustee services for the Park and Recreation Trust of the City of Dallas.

<u>Proposer</u>	<u>Address</u>	<u>Management Fee</u>
Bank of Texas N.A.	5956 Sherry Lane, Suite 1201 Dallas, TX 75225	\$46,850.00*

\*Management fees are deducted from investment earnings held in the trust fund.

**NOW, THEREFORE,**

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

**SECTION 1.** That the City Manager is hereby authorized to enter into a five-year contract for trustee services for the Park and Recreation Trust of the City of Dallas with Bank of Texas N.A. The contract term includes two five-year contract renewal options.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a contract with Bank of Texas N.A., after approval as to form by the City Attorney.

**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.



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Public Works Department

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 56 D G H

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**SUBJECT**

Authorize an additional payment to the Texas Department of Transportation for the City's share of direct state costs associated with the design and construction of the safety improvements along the Union Pacific Railroad from Carlton Garrett Street (formerly Municipal Street) to Scyene Road - Not to exceed \$18,089, from \$37,661 to \$55,750 - Financing: 2006 Bond Funds

**BACKGROUND**

The safety improvements along the Union Pacific Railroad is a partnership project between the City of Dallas, the Texas Department of Transportation (TxDOT) and the Union Pacific Railroad Company (UPRR) to improve the safety along the UPRR corridor between Carlton Garrett Street (formerly Municipal Street) and Scyene Road. This project is currently under construction by the City. An Interlocal agreement with TxDOT for this project was previously authorized in 2007. The City of Dallas is the lead agency to administer the design and construction of the project, and has previously paid \$37,660.40 to TxDOT for the City's share of estimated direct state costs associated with the design review and construction oversight. TxDOT recently informed the City that the City's current share of direct costs is now estimated at \$55,749.12 and requested the City to pay the difference in the amount of \$18,088.72. This action will authorize payment to TxDOT for the City's share of additional direct state costs for the project.

The scope of this project includes constructing approximately two miles of an eight foot tall wrought iron fence along one side of the UPRR tracks from Carlton Garrett Street (formerly Municipal Street) to Scyene Road, 680 feet of pedestrian walkway parallel to the proposed fence on TxDOT and UPRR right-of-way from Anderson Street Bethurum Street, and two at-grade UPRR crossing closures at Sunday Street and Macon Street. The total estimated project cost including right-of-way, environmental and construction is \$1,017,642.00, of which \$734,355.00 is to be funded by TxDOT, \$20,000.00 is to be funded by UPRR and \$283,287.00 is to be funded by the City.

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	October 2007
Completed Design	April 2011
Began Construction	April 2015
Complete Construction	November 2015

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

Authorized an Interlocal agreement with the Texas Department of Transportation on October 10, 2007, by Resolution No. 07-2987.

Authorized a three-party Interlocal agreement with the Texas Department of Transportation and the Union Pacific Railroad Company on October 10, 2007, by Resolution No. 07-2988.

Authorized a contract with Gibson and Associates, Inc. on March 27, 2013, by Resolution No. 13-0506.

Authorized an agreement with the Union Pacific Railroad Company on March 27, 2013, by Resolution No. 13-0507.

Authorized a Multiple Use Agreement with the Texas Department of Transportation on March 27, 2013, by Resolution No. 13-0508.

Information about this item will be provided to the Transportation and Trinity River Project Council Committee on October 12, 2015.

## **FISCAL INFORMATION**

2006 Bond Funds - \$18,088.72

### **Estimated Project Cost**

Right-Of-Way	\$ 13,220.00
Environmental	\$ 30,728.00
Construction	\$ 917,944.00
TxDOT's Review and E&C	\$ 37,661.00
TxDOT's Review and E&C (This Action)	<u>\$ 18,089.00</u>
Estimated Total Project Cost	\$1,017,642.00

**FISCAL INFORMATION** (Continued)

Project Funding

TxDOT's share	\$ 15,000.00
TxDOT's (STP-MM) share	\$ 734,355.00
UPRR's share (for maintenance)	\$ 20,000.00
City of Dallas' share	<u>\$ 283,287.00</u>

Total Funding	\$1,052,642.00
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**MAP**

Attached.

# Scyene Road



# Mapsco 56 D G H



October 14, 2015

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) issued a call for projects for the Railroad Crossing Reliability Partnership Program on August 8, 2003, to improve selected at-grade railroad crossings throughout the Dallas/Fort Worth Metropolitan Planning Area; and,

**WHEREAS**, the at-grade railroad crossings of the Union Pacific Railroad (UPRR) at Macon Street and Sunday Street were selected by the NCTCOG for final approval; and,

**WHEREAS**, a Letter of Understanding between NCTCOG, the Texas Department of Transportation (TxDOT), UPRR and the City of Dallas for this project was executed on May 18, 2005; and,

**WHEREAS**, available funds will be used towards the closure of Macon Street and Sunday Street at-grade railroad crossings with permanent barriers, the provision of an appropriate turning area on the closed portions of Macon Street, the provision of a wrought iron fence along one side of the railroad tracks, and the provision of a pedestrian walkway parallel to the fence constructed on TxDOT and UPRR right-of-way from the southern end of Ideal Avenue to Bethurum Street; and,

**WHEREAS**, on October 10, 2007, Resolution No. 07-2987 authorized the Local Project Advance Funding Agreement with TxDOT for paving improvements at the UPRR crossings intersecting Macon Street and Sunday Street with permanent barriers, turn around area on Macon Street, with fencing and pedestrian walkway improvements, and payment to TxDOT for the City's share of engineering and contingencies costs in the amount of \$4,433.00; and,

**WHEREAS**, on March 24, 2008, Administrative Action No. 08-0990 authorized an additional payment to the Texas Department of Transportation for the City's share of construction engineering and contingencies costs in the amount of \$2,500.00; and,

**WHEREAS**, on March 27, 2013, Resolution No. 13-0506 authorized a construction contract with Gibson and Associates, Inc. for the safety improvements along UPRR from Carlton Garrett Street (formerly Municipal Street) to Scyene Road in an amount not to exceed \$917,943.10; and,

**WHEREAS**, on March 27, 2013, Resolution No. 13-0507 authorized an agreement with UPRR for the installation and maintenance of a pedestrian walkway and wrought iron fence within the UPRR property for the safety improvements along UPRR from Carlton Garrett Street (formerly Municipal Street) to Scyene Road; and,

October 14, 2015

**WHEREAS**, on March 27, 2013, Resolution No. 13-0508 authorized a Multiple Use Agreement with TxDOT to allow for construction of a pedestrian walkway within the State right-of-way and Amendment No. 2 to the Advance Funding Agreement with an additional payment to TxDOT in the amount of \$30,727.40 for the City's share of costs for the safety Improvements along UPRR from Carlton Garrett Street (formerly Municipal Street) to Scyene Road; and,

**WHEREAS**, the City is the lead agency to administer the design and construction of the project; and,

**WHEREAS**, TxDOT is requesting funding from the City to pay for additional direct state costs associated with the design and construction; and,

**WHEREAS**, it is now necessary to authorize an additional payment to TxDOT for City's share of estimated direct State costs for the design review and construction oversight of the safety improvements along the Union Pacific Railroad from Carlton Garrett Street (formerly Municipal Street) to Scyene Road in the amount not to exceed \$18,088.72.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to make an additional payment to the Texas Department of Transportation for City's share of estimated direct State costs for the design review and construction oversight of the safety improvements along the Union Pacific Railroad from Carlton Garrett Street (formerly Municipal Street) to Scyene Road in the amount not to exceed \$18,088.72.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund  
Fund 2T22, Department PBW, Unit P359, Act. INGV  
Obj. 4510, Program #PB03P359, CT PBW03P359F1  
Vendor # 239588, in an amount not to exceed \$18,088.72

**Section 3.** That the Chief Financial Officer is authorized to reclassify the disbursement to a Prepaid Expense, BSA 032B, if required by generally accepted accounting principles.

**Section 4.** That the Chief Financial Officer is hereby authorized to deposit any unused Bond Funds advanced to TxDOT pertaining to this project into Fund 2T22, Department PBW, BSA 032B.

October 14, 2015

**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:** Economic Vibrancy  
**AGENDA DATE:** October 14, 2015  
**COUNCIL DISTRICT(S):** 3  
**DEPARTMENT:** Public Works Department  
**CMO:** Jill A. Jordan, P.E., 670-5299  
**MAPSCO:** 63R 64N P

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**SUBJECT**

Authorize a service agreement with ONCOR Electric Delivery for the installation and connection of historical-style street lights on West Red Bird Lane from South Hampton Road to South Polk Street - Not to exceed \$61,353 - Financing: 2003 Bond Funds

**BACKGROUND**

On May 13, 2015, Resolution No. 15-0844 authorized a construction contract with Jeske Construction Company for the construction of Street Reconstruction Group 12-635. On May 27, 2015, Resolution No. 15-1006 authorized Change Order No. 1 with Jeske Construction Company for additional work required for the installation of street lighting foundation and conduits along West Red Bird Lane and South Hampton Road to Greenspan Avenue and sidewalk repairs along South Polk Street from West Red Bird Lane to Medalist Drive. This action will authorize a service agreement with ONCOR Electric Delivery for the installation and connection of 56 historical-style street lights on West Redbird Lane from South Hampton Road to South Polk Street.

**ESTIMATED SCHEDULE OF PROJECT**

Began Design	August 2014
Completed Design	April 2015
Began Construction	June 2015
Complete Construction	December 2015

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

Authorized a professional services contract with Criado & Associates, Inc. for engineering services on August 14, 2013, by Resolution No. 13-1301.

Authorized a professional services contract with AECOM Technical Services, Inc. for engineering services on September 25, 2013, by Resolution No. 13-1731.

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

Authorized a construction contract with Jeske Construction Company on May 13, 2015, by Resolution No. 15-0844.

Authorized Change Order No. 1 to the construction contract on May 27, 2015, by Resolution No. 15-1006.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

**FISCAL INFORMATION**

2003 Bond Funds - \$61,353.00

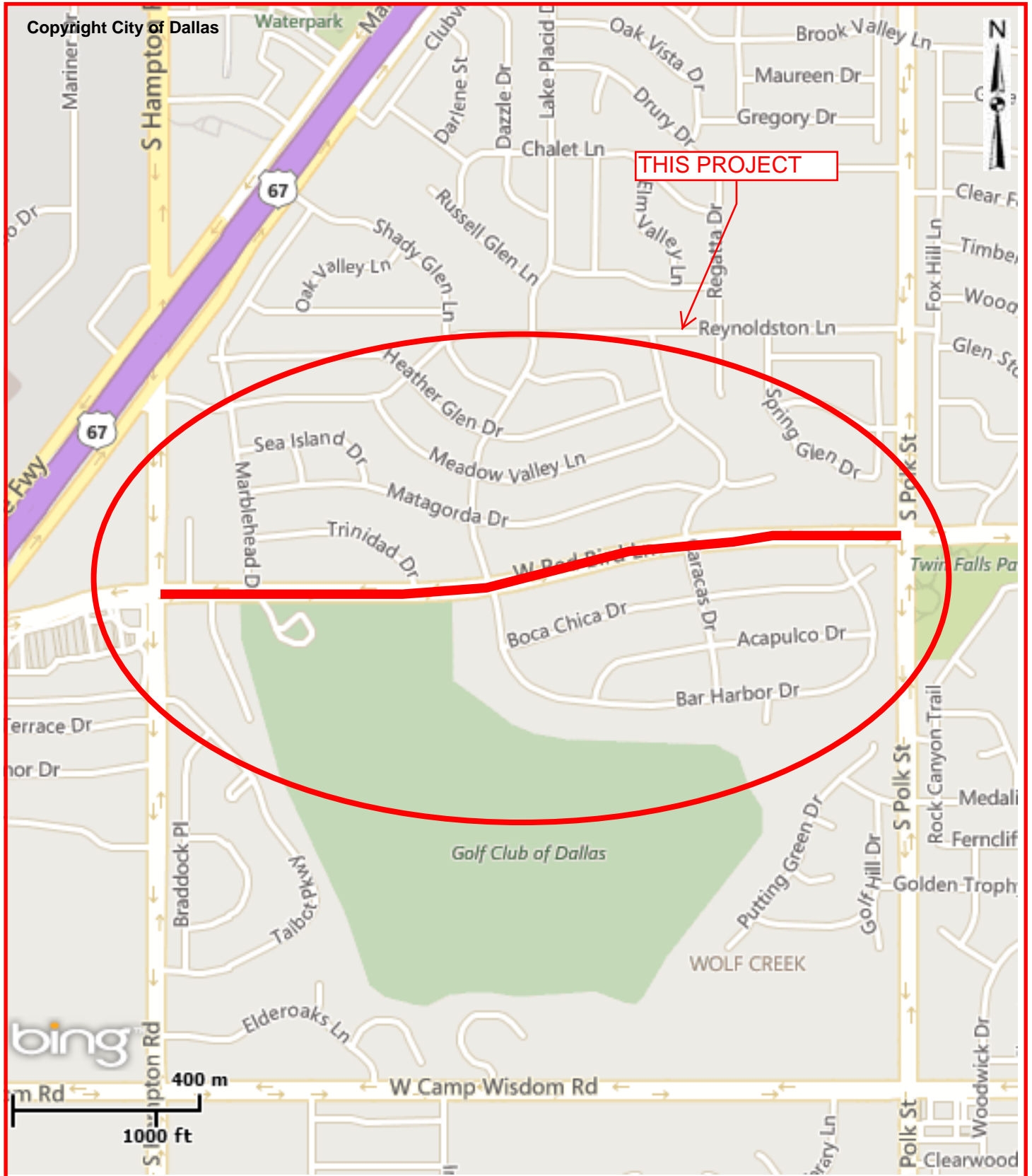
Design - PBW	\$ 417,195.90
Design - DWU	\$ 64,170.00
Construction	
Paving & Drainage - PBW	\$2,826,667.00
Water and Wastewater - DWU	\$ 918,522.00
Change Order No. 1	\$ 198,470.00
Service Agreement (this action)	<u>\$ 61,353.00</u>
Total Project Cost	\$4,486,377.90

**MAP**

Attached.

# RED BIRD LANE AND POLK STREET IMPROVEMENTS

## W. RED BIRD LANE FROM S. HAMPTON ROAD TO S. POLK STREET



MAPSCO 63R, & 64N,P





October 14, 2015

**WHEREAS**, on August 14, 2013, Resolution No. 13-1301 authorized a professional services contract with Criado & Associates, Inc. for the engineering design services for West Red Bird Lane from South Hampton Road to Greenspan Avenue and South Polk Street from West Red Bird Lane to Medalist Drive, in the amount of \$69,945.00; and,

**WHEREAS**, on September 25, 2013, Resolution No. 13-1731 authorized a professional services contract with AECOM Technical Services, Inc. for the engineering design services for Street Reconstruction Group 12-635, in the amount of \$411,420.90; and,

**WHEREAS**, bids were received on January 15, 2015, for the reconstruction of street paving, drainage, water and wastewater main improvements for Street Reconstruction Group 12-635; and,

**WHEREAS**, on May 13, 2015, Resolution No. 15-0844 authorized a contract with Jeske Construction Company, lowest responsible bidder of six, for the reconstruction of street paving, drainage, water and wastewater main improvements for Street Reconstruction Group 12-635, in the amount of \$3,745,189.00; and,

**WHEREAS**, on May 27, 2015, Resolution No. 15-1006 authorized Change Order No. 1 to the construction contract with Jeske Construction Company for additional work required for the installation of street lighting along West Red Bird Lane from South Hampton Road to Greenspan Avenue and sidewalk repairs along South Polk Street from West Red Bird Lane to Medalist Drive in the amount of \$198,470.00, increasing the contract from \$3,745,189.00 to \$3,943,659.00; and,

**WHEREAS**, it is now necessary to authorize a service agreement with ONCOR Electric Delivery for the installation and connection of 56 historical-style lights on West Red Bird Lane from South Hampton Road to South Polk Street in the amount of \$61,353.00.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a service agreement with ONCOR Electric Delivery for the installation and connection of 56 historical-style lights on West Red Bird Lane from South Hampton Road to South Polk Street in the amount of \$61,353, after it has been approved as to form by the City Attorney.

October 14, 2015

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund	
Fund 5R22, Department PBW, Unit P824, Act. PPPF	
Obj. 4599, Program #PB03P824, CT PBW03P824A1	
Vendor #399181, in an amount not to exceed	\$61,353.00

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

## AGENDA ITEM # 27

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Public Works Department  
Convention and Event Services

**CMO:** Jill A. Jordan, P.E., 670-5299  
Ryan S. Evans, 671-9837

**MAPSCO:** 45P

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### SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with Campos Engineering, Inc. for additional engineering services for renovation of the east kitchen at the Kay Bailey Hutchison Convention Center Dallas located at 650 South Griffin Street - Not to exceed \$88,500, from \$49,950 to \$138,450 - Financing: 2009 Convention Center Revenue Bonds

### BACKGROUND

On October 6, 2014 Administrative Action No. 14-6841 authorized a professional services contract with Campos Engineering, Inc. to provide engineering services for the replacement of the east kitchen exhaust system at the Kay Bailey Hutchison Convention Center Dallas. This action will allow Campos Engineering, Inc. to provide engineering services for the renovation of the east kitchen at the Kay Bailey Hutchison Convention Center Dallas. The east kitchen requires updating to meet the increasing demand on food services, and updated code, health, and safety requirements.

The Convention Center food and beverage revenues have increased from \$8.7M in 2010 to an estimated \$10.3M for 2015. Estimated sales for 2016, based on the current event booking schedule, will exceed \$11M, with 2017 estimated to continue that growth to exceed \$13M. Catering and concession sales account for 90% of Convention Center food and beverage revenues. A new design is needed to service the planned major building-wide catering/concession events through 2019, which the current kitchen cannot do.

## **BACKGROUND** (Continued)

The east kitchen, completed in the 1950's, serves as the primary source for the preparation, cooking, and serving of food throughout the facility. The kitchen has not had a significant upgrade and operates with many pieces of original kitchen equipment, infrastructure, and a design that lacks modern features. Over the intervening years, codes have changed and kitchen equipment has improved leading to better efficiency and safety. With a new design, the kitchen will meet today's code, health, and safety requirements.

The improvement efforts began with the completion of a design by Campos Engineering for improvements to the kitchen ventilation system. It is now desirable to continue and complete the design of the kitchen improvements so that the food service demands, code, health, and safety requirements can be met.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	September 2015
Complete Design	January 2016

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

Information about this item will be briefed to the Budget, Finance and Audit Committee on October 5, 2015 .

## **FISCAL INFORMATION**

2009 Convention Center Revenue Bonds - \$88,500

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

Campos Engineering, Inc.

Hispanic Female	0	Hispanic Male	10
African-American Female	1	African-American Male	2
Other Female	2	Other Male	4
White Female	5	White Male	34

**OWNER**

**Campos Engineering, Inc.**

William Kumpf, Vice President

**MAP**

Attached.

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

**PROJECT:** Authorize Supplemental Agreement No. 1 to the contract with Campos Engineering, Inc. for additional engineering services for renovation of the east kitchen at the Kay Bailey Hutchison Convention Center Dallas located at 650 South Griffin Street - Not to exceed \$88,500, from \$49,950 to \$138,450 - Financing: 2009 Convention Center Revenue Bonds

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

**PROJECT CATEGORY:** Architecture & Engineering

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

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$88,500.00	100.00%
Non-local contracts	\$0.00	0.00%
<b>TOTAL THIS ACTION</b>	<b>\$88,500.00</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>
Campos Engineering	HMDB64625Y0316	\$62,500.00	70.62%
JQI	IMDB80158Y0716	\$26,000.00	29.38%
<b>Total Minority - Local</b>		<b>\$88,500.00</b>	<b>100.00%</b>

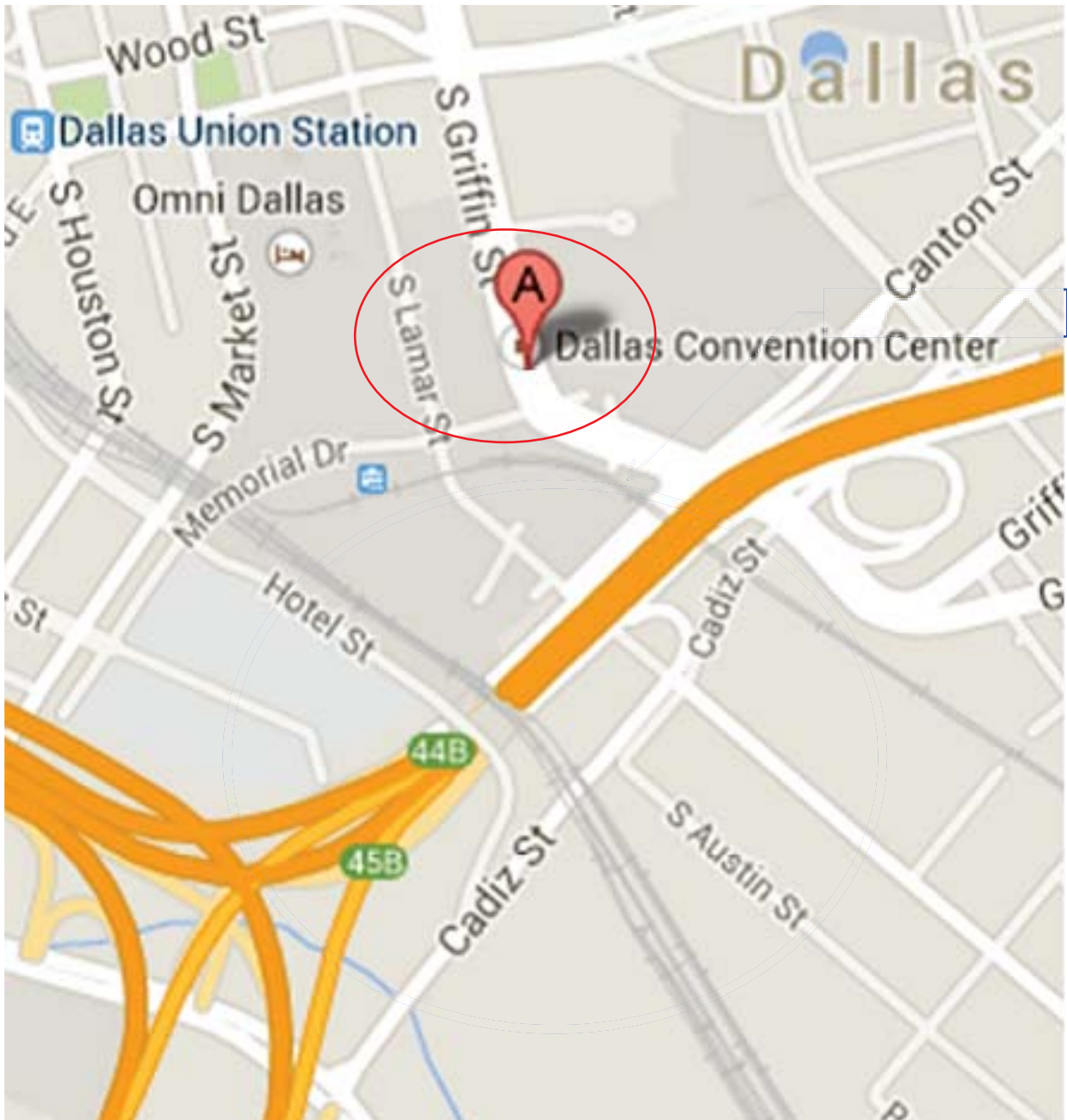
#### **Non-Local Contractors / Sub-Contractors**

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	\$62,500.00	70.62%	\$92,450.00	66.78%
Asian American	\$26,000.00	29.38%	\$46,000.00	33.22%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$88,500.00</b>	<b>100.00%</b>	<b>\$138,450.00</b>	<b>100.00%</b>

# Kay Bailey Hutchison Convention Center - Dallas



Mapsco 45P

October 14, 2015

**WHEREAS**, the Kay Bailey Hutchison Convention Center Dallas has completed projects to modernize and improve the Center and successfully secure an increasing quantity of future event bookings; and,

**WHEREAS**, the Kay Bailey Hutchison Convention Center Dallas event bookings include hospitality and food services that require the east kitchen to be upgraded to meet the growing demands for those services; and,

**WHEREAS**, on October 6, 2014, Administrative Action No. 14-6841 in the amount of \$49,950 authorized a professional services contract with Campos Engineering, Inc. to provide engineering services for ventilation improvements to the east kitchen; and,

**WHEREAS**, it is now desirable to authorize Supplemental Agreement No. 1 to the contract with Campos Engineering, Inc., to provide additional engineering services to complete the renovation of the east kitchen, in an amount not to exceed \$88,500, increasing the contract from \$49,950 to \$138,450.

**Now, Therefore**

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

**Section 1.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the contract with Campos Engineering, Inc. to provide additional engineering services to complete the renovation of the east kitchen at the Kay Bailey Hutchison Convention Center Dallas, an amount not to exceed \$88,500, from \$49,950 to \$138,450, after it has been approved as to form by the City Attorney.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contracts from:

Fund 0568, Dept. CCT, Unit P505, Activity CCIM  
Object 4111, Program No. PBC00038, CT No. PBWC00038L0014  
Vendor No. 129578, in an amount not to exceed \$88,500.00

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



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Public Works Department  
Aviation

**CMO:** Jill A. Jordan, P.E., 670-5299  
Ryan S. Evans, 671-9837

**MAPSCO:** 23Z; 24W; 33D H; 34A E

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**SUBJECT**

Authorize Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at Dallas Love Field - Not to exceed \$525,492, from \$236,929 to \$762,421 - Financing: Aviation Capital Construction Funds

**BACKGROUND**

This action will authorize Supplemental Agreement No. 1 to the professional services contract with HNTB Corp. to provide construction documents for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at the Dallas Love Field Airport in an amount not to exceed \$525,492.00, from \$236,929.00 to \$762,421.00.

The first phase of this multi-phased contract was the evaluation phase. The consultant developed a preferred alternative that was approved by the Department of Aviation and the Federal Aviation Administration (FAA). The next phase, this action, will be to develop construction documents based on the preferred alternative and provide bidding services.

This project consists of converting the existing 150-foot wide runway to a 50-foot wide taxiway. The first component to converting the runway will be a marking/signage plan that will be submitted to the FAA for their approval. The conversion will also require changing the airfield lighting, markings, signage, reconfiguration of intersections, and abandonment of pavement sections.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	October 2015
Complete Design	August 2016

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

Authorized a professional services contract with HNTB Corporation on April 22, 2015, by Resolution No. 15-0806.

The Transportation and Trinity River Project Committee will be briefed on October 12, 2015 regarding this item.

## **FISCAL INFORMATION**

Aviation Capital Construction Funds - \$525,492

Engineering Services	\$236,929
Project administration costs	\$ 50,000
Engineering Services (this action)	<u>\$525,492</u>

Total	\$812,421
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The City will apply for Passenger Facility Charge funding at a future date to reimburse the costs associated with this project to the City which will be administered by the Federal Aviation Administration. Receipt of the funds and corresponding transfer are contingent upon the review and approval of the application by the Federal Aviation Administration.

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **HNTB Corporation**

Hispanic Female	6	Hispanic Male	7
African-American Female	2	African-American Male	1
Other Female	6	Other Male	7
White Female	22	White Male	46

**OWNER**

**HNTB Corporation**

Kevin L. Wallace, P.E., Vice President

**MAP**

Attached.

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at Dallas Love Field - Not to exceed \$525,492, from \$236,929 to \$762,421 - Financing: Aviation Capital Construction Funds

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

**PROJECT CATEGORY:** Professional Services

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

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$381,731.00	72.64%
Non-local contracts	\$143,761.00	27.36%
<b>TOTAL THIS ACTION</b>	<b>\$525,492.00</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>
Alliance Geotechnical Group	BMDB63934Y0116	\$11,585.00	3.03%
<b>Total Minority - Local</b>		<b>\$11,585.00</b>	<b>3.03%</b>

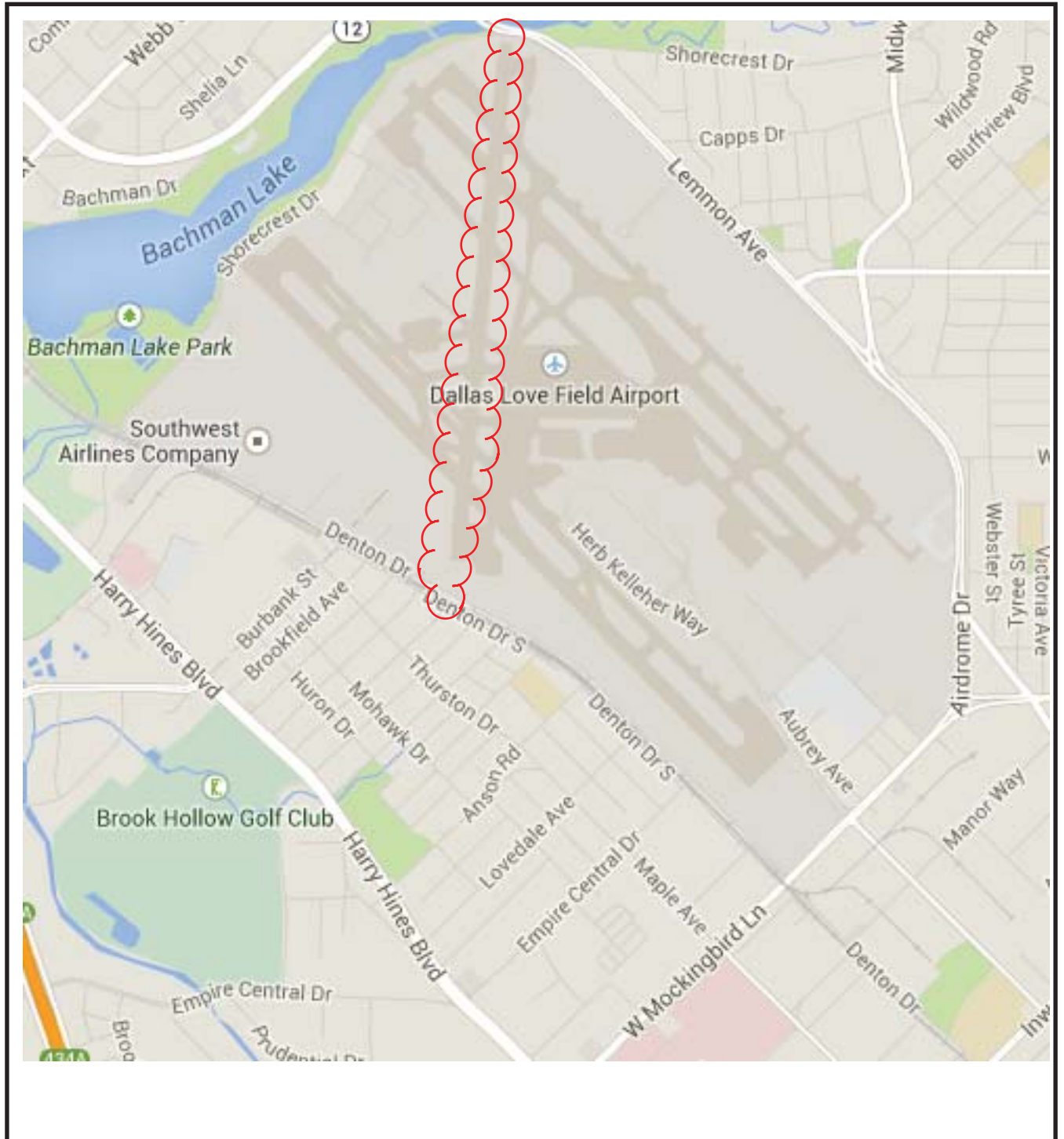
#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Aviation Alliance	WFDB85002Y0516	\$139,576.00	97.09%
Williams CM Group	WFDB33386Y0716	\$4,185.00	2.91%
<b>Total Minority - Non-local</b>		<b>\$143,761.00</b>	<b>100.00%</b>

**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	\$11,585.00	2.20%	\$11,585.00	1.52%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$39,199.81	5.14%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$143,761.00	27.36%	\$179,582.00	23.55%
Total	\$155,346.00	29.56%	\$230,366.81	30.22%

# Runway 18-36 Conversion Project at Love Field



Mapsco 23Z; 24W; 33D, H; 34A, E

October 14, 2015

**WHEREAS**, Runway 18/36 does not meet Federal Aviation Administration (FAA) standards for runway safety areas or for visual approach slope indicator lights; and,

**WHEREAS**, the Department of Aviation has determined that decommissioning the runway is more prudent than correcting the deficiencies; and,

**WHEREAS**, HNTB Corporation was selected as the most qualified proposer of the three proposers as a result of a qualifications-based selection process, in accordance with the City of Dallas procurement guidelines; and,

**WHEREAS**, on April 22, 2015, Resolution No. 15-0806 authorized a contract with HNTB Corporation to provide engineering services for the Runway 18-36 Conversion Project at the Dallas Love Field Airport, in an amount not to exceed \$236,929.00; and,

**WHEREAS**, HNTB Corporation, as part of the evaluation phase, developed a preferred alignment that has been approved by the Department of Aviation and the Federal Aviation Administration; and,

**WHEREAS**, it is now necessary to authorize Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at the Dallas Love Field Airport in an amount not to exceed \$525,492.00, from \$236,929.00 to \$762,421.00.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide design, construction documents and bidding services for the physical improvements necessary to convert the existing Runway 18/36 to a taxiway for the Runway 18-36 Conversion Project at the Dallas Love Field Airport in an amount not to exceed \$525,492.00, from \$236,929.00 to \$762,421.00, after it has been approved as to form by the City Attorney.

October 14, 2015

**Section 2.** That the City will apply for Passenger Facility Charge (PFC) funding at a later date for the eligible design (\$525,492.00) of the Runway 18-36 Conversion Project; and upon approval of the PFC for these projects, the Chief Financial Officer is hereby authorized to transfer an amount not to exceed (\$525,492) from the PFC Fund 0477, Dept. AVI, Balance Sheet Account 0001 to the Aviation Capital Construction Fund 0131, Dept. AVI, Balance Sheet Account 0001. The transfer of cash is contingent upon the approval of Passenger Facility Charge (PFC) Funds by the Federal Aviation Administration.

**Section 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$525,492.00 to be paid to HNTB Corporation in accordance with the terms and conditions of the contract:

Aviation Capital Construction Fund	
Fund 0131, Department AVI, Unit P935, Act. AAIP, Comm. 92500	
Object 4111, Program #AVP935, CT AVI HNTB P935FY15	
Vendor #352433, in an amount not to exceed	\$525,492.00

**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:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Public Works Department

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 22 Q R

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**SUBJECT**

Authorize **(1)** Amendment No. 2 to the Project Specific Agreement with Dallas County for Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork to expand the project limit and scope to include new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E and from Morrison Street to Shady Trail; and **(2)** an additional payment to Dallas County for the City's share of project costs for new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E – Not to exceed \$370,000 - Financing: 2006 Bond Funds

**BACKGROUND**

Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork is a partnership project between the City of Dallas and Dallas County. The scope of this project is to reconstruct the existing two-lane asphalt roadway to a 4-lane divided reinforced concrete roadway with a sidewalk along the south side and a trail along the north side of Walnut Hill Lane, and with water main improvements. Both the City and Dallas County recognized the need to provide pedestrian linkage between the MoneyGram Soccer Park at Elm Fork, Champion Trail, Northaven Trail, and DART stations, and desire to construct missing sidewalks along this route. This action will amend the Project Specific Agreement to expand the project limit and scope to include new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E and from Morrison Street to Shady Trail. This action will also authorize the additional payment to Dallas County for the City's share of project costs for the new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E.

## **BACKGROUND** (Continued)

Dallas County is the lead agency for the Walnut Hill Lane project to administer the design and construction, and started the construction of the project in March 2014. Since Dallas County has completed the design of the new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E, it was agreed that Dallas County would construct this segment with their current Walnut Hill Lane construction contract. The proposed pedestrian facilities include sidewalks, crosswalks, barrier free ramps, ADA railing, and pedestrian lighting under the IH35E overpass. The City's share of costs for this segment of pedestrian improvements is estimated at \$370,000.

In turn, the City will fund and implement the new sidewalk along the north side of Walnut Hill Lane from Morrison Street to Shady Trail in the future. The estimated cost for this segment of pedestrian improvements is \$130,000, and future council actions are anticipated for the design and construction award. The total project cost is now estimated at \$8,611,353.82, of which \$4,028,625.41 is to be funded by Dallas County, and \$4,582,728.41 is to be funded by the City (\$424,103 by the Dallas Water Utilities Department and \$4,158,625.41 by the Public Works Department).

## **ESTIMATED SCHEDULE OF PROJECT**

Began Final Design	December 2011
Completed Final Design	October 2013
Began Construction	March 2014
Complete Construction	March 2016

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

Authorized a Master Interlocal Agreement with Dallas County on January 10, 2001, by Resolution No. 01-0104.

Authorized submission of candidate projects for Dallas County's 2003 Major Capital Improvement Program Call for Projects on August 27, 2003, by Resolution No. 03-2345.

Authorized a Funding Agreement with Dallas County on December 12, 2007, by Resolution No. 07-3721.

Authorized a new Master Agreement governing Major Capital Improvement Program with Dallas County on April 13, 2011, by Resolution No. 11-0927.

Authorized a Project Specific Agreement with Dallas County on February 8, 2012, by Resolution No. 12-0466.

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

Authorized Supplemental No. 1 to the Project Specific Agreement with Dallas County on February 12, 2014, by Resolution No. 14-0335.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

**FISCAL INFORMATION**

2006 Bond Funds - \$370,000.00

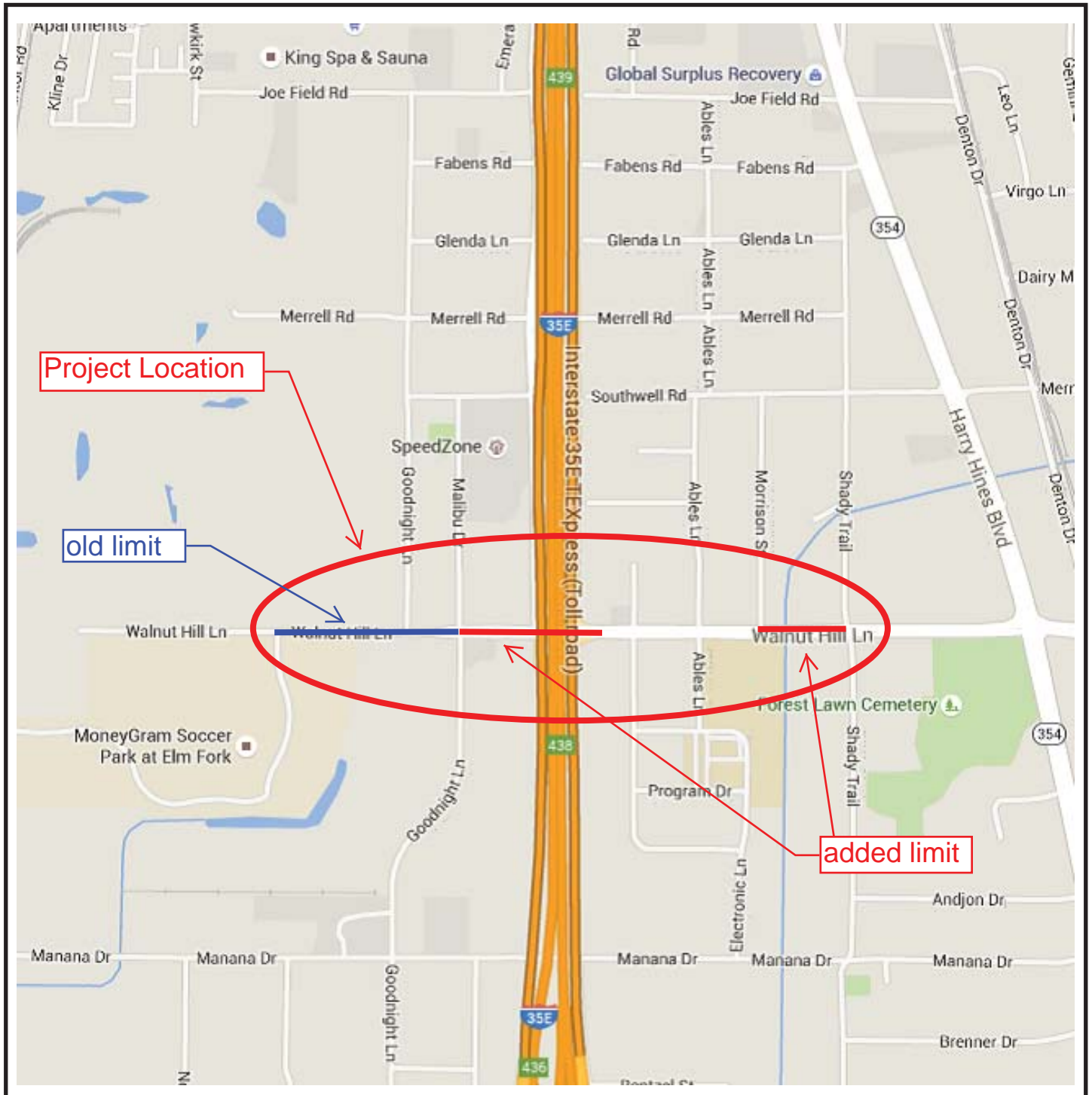
	<u>City of Dallas</u>	<u>Dallas County</u>	<u>Total</u>
Design	\$ 362,294.00	\$ 362,294.00	\$ 724,588.00
Construction	\$3,175,206.00	\$3,175,206.00	\$6,350,412.00
Amendment No. 1	\$ 545,228.41	\$ 121,125.41	\$ 666,353.82
Amendment No. 2 (this action)	\$ 370,000.00	\$ 370,000.00	\$ 740,000.00
Future City Sidewalk Construction	\$ 130,000.00	\$ 0.00	\$ 130,000.00
 Total Projected Costs	 \$4,582,728.41	 \$4,028,625.41	 \$8,611,353.82

**MAP**

Attached.

## Walnut Hill Lane

- \* from Malibu Drive to MoneyGram Soccer Park at Elm Fork (old limit)
- \* from MoneyGram Soccer Park at Elm Fork to IH35E and from Morrison Street to Shady Trail (new limit)



Mapsco 22Q, R

October 14, 2015

**WHEREAS**, on January 10, 2001, Resolution No. 01-0104 authorized the Master Agreement with Dallas County governing major capital improvement projects to be jointly funded and developed by the County and the City; and,

**WHEREAS**, on August 27, 2003, Resolution No. 03-2345 authorized the submission, acceptance, and implementation of City of Dallas candidate projects for the Dallas County Major Capital Improvement Program's 2003 Call for Projects; and,

**WHEREAS**, Walnut Hill Lane from Luna Road to Malibu Drive was submitted and subsequently selected for Dallas County's 2003 Call for Projects; and,

**WHEREAS**, on December 12, 2007, Resolution No. 07-3721 authorized a Funding Agreement with Dallas County in the amount of \$362,294.00 for the preliminary design of paving and drainage improvements on Walnut Hill Lane from Luna Road to Malibu Drive; and,

**WHEREAS**, on April 13, 2011, Resolution No. 11-0927 authorized the new Master Agreement with Dallas County governing Major Capital Improvement Program with Dallas County; and,

**WHEREAS**, Dallas County is the lead agency for project development; and,

**WHEREAS**, due to technical and cost considerations the project limits have been modified to Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork; and,

**WHEREAS**, on February 8, 2012, Resolution No. 12-0466 authorized a Project Specific Agreement with Dallas County for the final design, right-of-way acquisition, and construction of paving and drainage improvements on Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork and an additional payment to Dallas County for the City's share of final design, right-of-way acquisition, and construction costs in an amount not to exceed \$3,175,206.00; and,

**WHEREAS**, on February 12, 2014, Resolution No. 14-0335 authorized Amendment No. 1 to the Project Specific Agreement with Dallas County for the final design, right-of-way acquisition, and construction of paving and drainage improvements on Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork and an additional payment to Dallas County for the City's share of final design, right-of-way acquisition, and construction costs in an amount not to exceed \$545,228.41; and,

**WHEREAS**, both the City and Dallas County recognized the need to provide pedestrian linkage between the MoneyGram Soccer Park at Elm Fork, Champion Trail, Northaven Trail, and the DART stations, and desired to construct the missing sidewalk along this route; and,

October 14, 2015

**WHEREAS**, it was agreed that Dallas County will construct the new sidewalk along the north side of Walnut Hill Lane from Malibu Drive to IH35E with their current Walnut Hill Lane construction contract; and,

**WHEREAS**, the City's share of the additional cost for the new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E is estimated at \$370,000.00; and,

**WHEREAS**, in turn, the City will fund and implement the new pedestrian facilities along the north side of Walnut Hill Lane from Morrison Street to Shady Trail at an estimated cost of \$130,000.00 in the future which will require further council actions for design and construction award; and,

**WHEREAS**, the City's share of the additional cost is \$370,000.00 for the new sidewalk along the north side of Walnut Hill Lane from Malibu Drive to IH35E and \$130,000.00 for the new sidewalk along the north side of Walnut Hill Lane from Morrison Street to Shady Trail; and,

**WHEREAS**, it is now necessary to authorize Amendment No. 2 to the Project Specific Agreement with Dallas County for Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork to expand the project limit and scope to include new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E and from Morrison Street to Shady Trail, and additional payment to Dallas County for the City's share of project costs for the new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E in an amount not to exceed \$370,000.00.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to: **(1)** execute Amendment No. 2 to the Project Specific Agreement with Dallas County for Walnut Hill Lane from Malibu Drive to the MoneyGram Soccer Park at Elm Fork to expand the project limit and scope to include new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E and from Morrison Street to Shady Trail; and **(2)** make additional payment to Dallas County for the City's share of project costs for the new pedestrian facilities along the north side of Walnut Hill Lane from Malibu Drive to IH35E in an amount not to exceed \$370,000.00, after it has been approved as to form by the City Attorney.

October 14, 2015

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the agreement from:

Street and Transportation Improvements Fund  
Fund 2T22, Dept PBW, Unit U236, Act. INGV  
Obj. 4510 Program #PB06U236, CT PBW06U236C1  
Vendor #014003, in an amount not to exceed \$ 370,000.00

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





## AGENDA ITEM # 30

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Sanitation Services

**CMO:** Joey Zapata, 670-3009

**MAPSCO:** N/A

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### **SUBJECT**

Authorize ordinances granting three franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$17,800

### **BACKGROUND**

Each solid waste hauler operating in Dallas must apply for and receive a franchise to operate a solid waste collection service in the city. For a company to be submitted to City Council for franchise consideration, Sanitation Services requires the company to meet certain preliminary minimum provisions before a franchise application will be considered. Preliminary provisions include providing proof of meeting minimum insurance requirements, confirmation that the company is registered to do business in the State of Texas, the company's intent to pick up and haul solid waste in the City of Dallas, a list of vehicles that are Code compliant, payment of all city taxes (if applicable) and no past history by principals of the company operating a franchised hauling business as a principal that went out of business owing the City franchise fees or disposal fees. These businesses have met all of the preliminary requirements to be considered for a franchise ordinance.

These franchise ordinances include amended language that will require the City to approve transfer of ownership or sale of assets in accordance with the City Charter, tightens the reporting and payment provisions, clarifies the requirements for annual certificate of insurance renewal submissions, limits the franchise term to 5 years, and includes a council franchise amendment and acceptance process.

There are currently 199 approved franchise ordinances in Dallas. As part of the franchise agreement franchisees shall pay a fee of not less than four percent of the gross receipts resulting from the operation of the solid waste collection service within the city.

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

On September 27, 2006, Council authorized an amendment to the Dallas City Code to include a franchise fee method for regulating solid waste haulers, by Ordinance No. 26478.

Information about this item will be provided to the Quality of Life & Environmental Committee on October 12, 2015.

### **FISCAL INFORMATION**

\$17,800.00 - Estimated Annual Revenue

## Franchises for Solid Waste Collection and Hauling

### Franchise Haulers

### Estimated Annual Revenue

Bubba Tugs Corporation	\$11,200.00
Unique Waste Disposal, LLC	\$4,200.00
S A Watson LLC	\$2,400.00
Total	\$17,800.00



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

An ordinance granting a franchise to Bubba Tugs Corporation, a Texas corporation with its principal address at 5715 La Vista Drive, Dallas, Texas 75206, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Bubba Tugs Corporation, a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants franchisee non-exclusive permission and privilege solely for the purpose of operating and



maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the legal authority for the use or uses in question, that city may make use in the future of the public

ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(g) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(h) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(i) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(j) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person.

Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(k) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

#### SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all

times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made in accordance with the Dallas City Code.

#### SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:**

**(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND**

**(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.**

**(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further

provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO**



**CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(g) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's Gross Receipts (as defined below), calculated monthly and payable based on the Gross Receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

1. Except as provided in subsection a. 2 below, Gross Receipts means any revenue directly or indirectly received or generated by franchisee from or in connection with the operation of the solid waste collection service provided within the city, which revenues shall be recorded on a cash accounting basis in accordance with generally accepted accounting principles and generally accepted government auditing standards. Gross Receipts shall also include revenues received by an entity other than the franchisee, or for any apparent purposed other than the solid waste collection service, where necessary to prevent the evasion or avoidance of the obligation under this ordinance to pay the franchise fee.

2. The following are excluded from Gross Receipts under this Section:

(A) disposal fees paid to the city for disposal of solid waste collected in the city in the city landfill by a franchisee;

(B) annual bad debt write-off amounts on uncollectible accounts for solid waste collection service within the city, provided that the write-off allowed is verified by adequate supporting documentation and does not reduce the annual Gross Receipts by more than three percent;

(C) revenues received or generated for any solid waste collection service provided on behalf of the city by the franchisee pursuant to a written contract with the city; and

(D) revenues directly received or generated from the processing of recyclable materials.

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of

franchisee showing the total Gross Receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of Gross Receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total Gross Receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of Gross Receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to Gross Receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

#### SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's

performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in



writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with

conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid

waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

#### SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed

for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are

contractual in nature which are also included as a part of this ordinance are hereby automatically  
Bubba Tugs Corporation  
Solid Waste Service Franchise

terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average Gross Receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire



term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized

by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be

assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies

renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

#### SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial

information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

## SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of

this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager  
City of Dallas  
Dallas City Hall  
1500 Marilla – Room 4/F/North  
Dallas, Texas 75201

With a copy to:

Director  
Sanitation Services  
3112 Canton Street  
Dallas, Texas 75226

If to Franchisee:

Charles G. Shellenberger  
President  
Bubba Tugs Corporation  
5715 La Vista Drive  
Dallas, Texas 75206

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

Bubba Tugs Corporation  
Solid Waste Service Franchise

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This



ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance

and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due , and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:  
WARREN M. S. ERNST, City Attorney

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

Passed \_\_\_\_\_

(Revised 09-12-2015)  
Bubba Tugs Corporation  
Solid Waste Service Franchise



## **Exhibit A**

### **INSURANCE COVERAGE REQUIRED**

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

### **REQUIRED PROVISIONS**

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
  - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

### **CITY NOT LIABLE**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

**Exhibit B**

**Acceptance**

Bubba Tugs Corporation, a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. \_\_\_\_\_, passed on October 14, 2015.

Dated: \_\_\_\_ day of \_\_\_\_\_, 2015.

FRANCHISEE:  
BUBBA TUGS CORPORATION  
a Texas corporation

By: \_\_\_\_\_  
Charles G. Shellenberger  
President

State of Texas  
County of Dallas

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Charles G. Shellenberger, President of Bubba Tugs Corporation, a Texas corporation, on behalf of said corporation.

(Seal)

\_\_\_\_\_  
Notary Public's Signature



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

An ordinance granting a franchise to Unique Waste Disposal, LLC, a Texas limited liability company with its principal address at 330 W. Laureland Road, Dallas, Texas 75232, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Unique Waste Disposal, LLC, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(g) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(h) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(i) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(j) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(k) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

#### SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made in accordance with the Dallas City Code.

#### SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS,**



**AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”),  
FROM AND AGAINST:**

**(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS,  
AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY  
DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS  
SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF  
OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR  
PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY  
LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS,  
EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR  
MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE  
DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED  
THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S  
OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS  
SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS  
COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE  
NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT  
INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT  
THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS  
PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL  
IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING  
ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE  
ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY**

**JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND**

**(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.**

**(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND**

**ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any

claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable

provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the

industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(g) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

#### SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's Gross Receipts (as defined below), calculated monthly and payable based on the Gross Receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

1. Except as provided in subsection a. 2 below, Gross Receipts means any revenue directly or indirectly received or generated by franchisee from or in connection with the operation of the solid waste collection service provided within the city, which revenues shall be recorded on a cash accounting basis in accordance with generally accepted accounting principles and generally accepted government auditing standards. Gross Receipts shall also include revenues received by an entity other than the franchisee, or for any apparent purposed other than the solid waste collection service, where necessary to prevent the evasion or avoidance of the obligation under this ordinance to pay the franchise fee.

2. The following are excluded from Gross Receipts under this Section:

(A) disposal fees paid to the city for disposal of solid waste collected in the city in the city landfill by a franchisee;

(B) annual bad debt write-off amounts on uncollectible accounts for solid waste collection service within the city, provided that the write-off allowed is verified by adequate supporting documentation and does not reduce the annual Gross Receipts by more than three percent;

(C) revenues received or generated for any solid waste collection service provided on behalf of the city by the franchisee pursuant to a written contract with the city; and

(D) revenues directly received or generated from the processing of recyclable materials.

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the

Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total Gross Receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of Gross Receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total Gross Receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of Gross Receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to Gross Receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

#### SECTION 7. Term; performance evaluation.



(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

#### SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting,

in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council

shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

#### SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief



for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the

occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an

event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average Gross Receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly

provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be

the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a

lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other remedies for the same material uncured event of default. Notwithstanding any provision of this



ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

#### SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

## SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager  
City of Dallas  
Dallas City Hall  
1500 Marilla – Room 4/F/North  
Dallas, Texas 75201

With a copy to:

Director  
Sanitation Services  
3112 Canton Street  
Dallas, Texas 75226

If to Franchisee:

Jose A. Madrigal  
Unique Waste Disposal, LLC  
Solid Waste Collection Franchise

Executive Vice President and Co-Owner  
Unique Waste Disposal, LLC  
330 W. Laureland Road  
Dallas, Texas 75232

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a

Unique Waste Disposal, LLC  
Solid Waste Collection Franchise

recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy

upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due , and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.



(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:  
WARREN M. S. ERNST, City Attorney

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

Passed \_\_\_\_\_

(Revised 09-12-2015)

## **Exhibit A**

### **INSURANCE COVERAGE REQUIRED**

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

### **REQUIRED PROVISIONS**

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
  - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

### **CITY NOT LIABLE**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

**Exhibit B**

**Acceptance**

Unique Waste Disposal, LLC, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. \_\_\_\_\_, passed on October 14, 2015.

Dated: \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FRANCHISEE:  
UNIQUE WASTE DISPOSAL, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Jose A. Madrigal  
Owner

State of Texas  
County of Dallas

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Jose Madrigal, Owner, of Unique Waste Disposal, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public's Signature

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

An ordinance granting a franchise to S A Watson LLC, a Texas limited liability company with its principal address at 1364 Lyndon Avenue, DeSoto, Texas 75115, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means S A Watson LLC, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants franchisee non-exclusive permission and privilege solely for the purpose of operating and



maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the legal authority for the use or uses in question, that city may make use in the future of the public

ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(g) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(h) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(i) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(j) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person.

Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(k) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

#### SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all

times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made in accordance with the Dallas City Code.

#### SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:**

**(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND**

**(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.**

**(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further

provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO**



**CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(g) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's Gross Receipts (as defined below), calculated monthly and payable based on the Gross Receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

1. Except as provided in subsection a. 2 below, Gross Receipts means any revenue directly or indirectly received or generated by franchisee from or in connection with the operation of the solid waste collection service provided within the city, which revenues shall be recorded on a cash accounting basis in accordance with generally accepted accounting principles and generally accepted government auditing standards. Gross Receipts shall also include revenues received by an entity other than the franchisee, or for any apparent purposed other than the solid waste collection service, where necessary to prevent the evasion or avoidance of the obligation under this ordinance to pay the franchise fee.

2. The following are excluded from Gross Receipts under this Section:

(A) disposal fees paid to the city for disposal of solid waste collected in the city in the city landfill by a franchisee;

(B) annual bad debt write-off amounts on uncollectible accounts for solid waste collection service within the city, provided that the write-off allowed is verified by adequate supporting documentation and does not reduce the annual Gross Receipts by more than three percent;

(C) revenues received or generated for any solid waste collection service provided on behalf of the city by the franchisee pursuant to a written contract with the city; and

(D) revenues directly received or generated from the processing of recyclable materials.

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of

franchisee showing the total Gross Receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of Gross Receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total Gross Receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of Gross Receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to Gross Receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

#### SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's

performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in



writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with

conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid

waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (iv) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

#### SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed

for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

(1) Exercise its rights to impose liquidated damages as described in Subsection (e).

(2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.

(3) Suspend the franchise granted under this ordinance.

(4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically

terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average Gross Receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire



term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law..

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized

by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be

assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies

renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

#### SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial

information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

## SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of

this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager  
City of Dallas  
Dallas City Hall  
1500 Marilla – Room 4/F/North  
Dallas, Texas 75201

With a copy to:

Director  
Sanitation Services  
3112 Canton Street  
Dallas, Texas 75226

If to Franchisee:

Steve A. Watson, Jr.  
Owner  
S A Watson LLC  
1364 Lyndon Avenue  
DeSoto, Texas 75115

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b) Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out

of this ordinance.

S A Watson LLC  
Solid Waste Collection Franchise

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This



ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance

and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due , and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:  
WARREN M. S. ERNST, City Attorney

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

Passed \_\_\_\_\_

(Revised 09-12-2015)  
S A Watson LLC  
Solid Waste Collection Franchise



## **Exhibit A**

### **INSURANCE COVERAGE REQUIRED**

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

### **REQUIRED PROVISIONS**

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
  - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

### **CITY NOT LIABLE**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

**Exhibit B**

**Acceptance**

S A Watson LLC, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. \_\_\_\_\_, passed on October 14, 2015.

Dated: \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FRANCHISEE:  
S A WATSON LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Steve A. Watson, Jr.  
Owner

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Steven A. Watson, Jr., Owner, of S A Watson LLC, a Texas limited liability company, on behalf of said company.

(Seal)

\_\_\_\_\_  
Notary Public's Signature



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 2, 5, 7, 10

**DEPARTMENT:** Street Services

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 17W; 38X Y; 45M; 59A B C

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**SUBJECT**

Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2013 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated on and off system intersection improvements at Loop 12 (Buckner Boulevard) and John West Road, Abrams Road and Forest Lane, Bruton Road and St. Augustine Drive, Dilido Road and John West Road, Bruton Road and Prairie Creek Road, Bruton Road and Masters Drive, and Commerce Street and Good Latimer Expressway; **(2)** a required local match in the amount of \$184,842; and **(3)** an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$97,886 - Total not to exceed \$2,171,698 - Financing: Texas Department of Transportation Grant Funds (\$1,888,970) and Street Assessment Funds (\$184,842)

**BACKGROUND**

The City of Dallas was awarded grant funding totaling \$3.55 million from the 2013 Highway Safety Improvement Program (HSIP) administered by the Texas Department of Transportation (TxDOT) to install two new traffic signals and complete reconstruction of several signals at high accident intersections in the City of Dallas.

This item will use local matching funds totaling \$282,727.58 to leverage \$1,888,969.78 in Federal and State funds for the construction and associated intersection improvements at seven (7) locations. Specifically, the grant requires the City to be responsible for all design efforts, totaling \$97,885.80, and 10% match for off system intersections for Direct State engineering and construction costs, totaling \$261,192.40. The City is also required to pay State fees in the amount of \$21,535.18 bringing the City's portion of the project to \$282,727.58.

## **BACKGROUND (Continued)**

The City Council authorized a contract with Kimley-Horn and Associates, Inc. to provide professional design services on June 17, 2015, by Resolution No. 15-1172. The funding of \$97,885.80 for this item has been encumbered to cover the design services.

Any change orders or overruns are the responsibility of the City of Dallas.

Construction of the seven (7) signals listed below will commence in 2016.

- Loop 12 (Buckner Boulevard) and John West Road (On System Upgrade) (CD 7)
- Abrams Road and Forest Lane (Off System Upgrade) (CD 10)
- Bruton Road and St. Augustine Drive (Off System Upgrade) (CD 5, 7)
- Dilido Road and John West Road (Off System New) (CD 7)
- Bruton Road and Prairie Creek Road (Off System Upgrade) (CD 5, 7)
- Bruton Road and Masters Drive (Off System Upgrade) (CD 5, 7)
- Commerce Street and Good Latimer Expressway (Off System Upgrade) (CD 2)

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

On June 17, 2015, City Council authorized a contract with Kimley-Horn and Associates, Inc. to provide professional design services by Resolution No. 15-1172.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	November 2015
Complete Construction	October 2018

## **FISCAL INFORMATION**

Design (previously approved by Resolution No. 15-1172) - \$97,885.80  
Texas Department of Transportation Grant Funds (this action) - \$1,888,969.78  
Street Assessment Funds (this action) - \$184,841.78

Total Amount - \$2,171,697.36

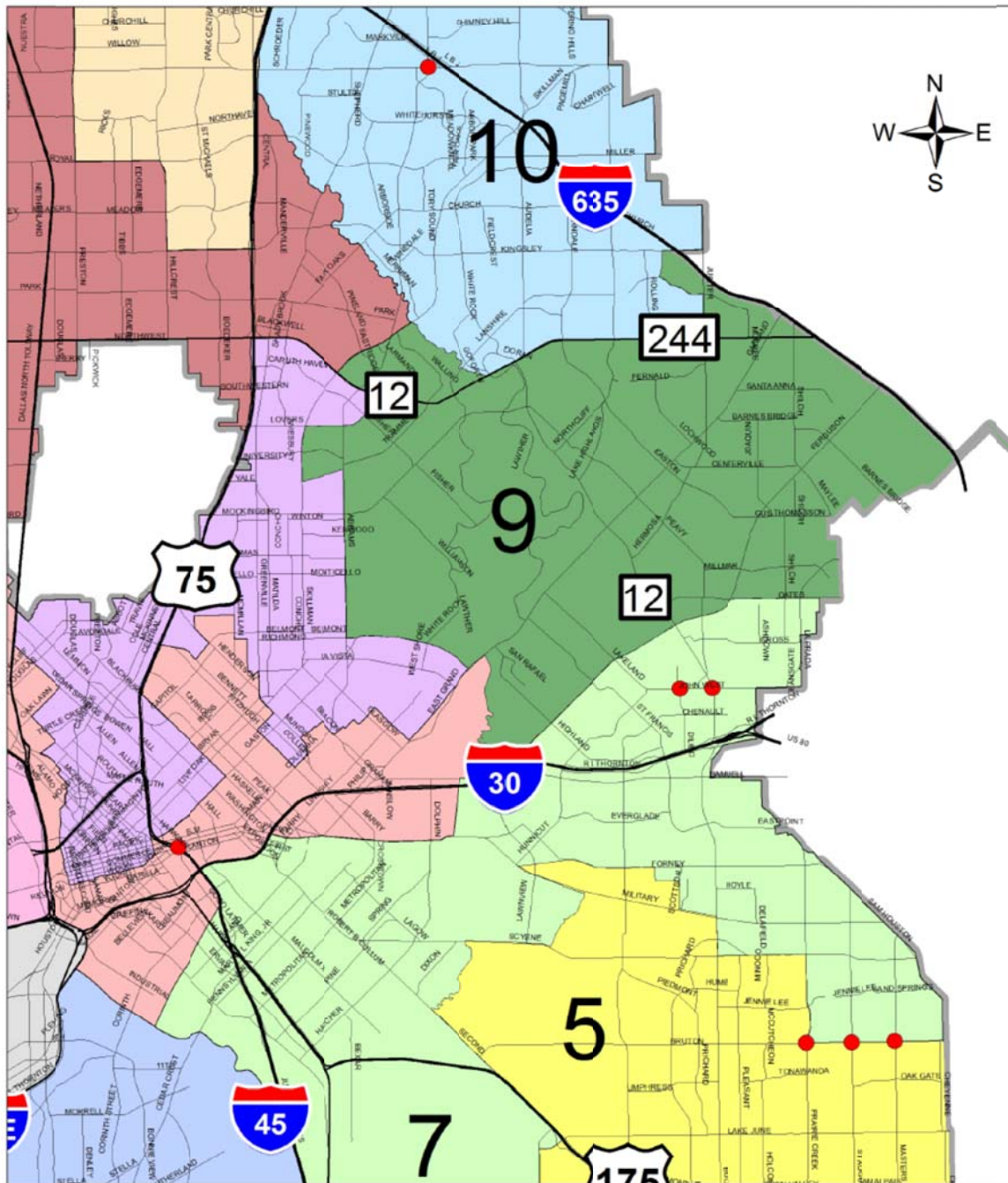
**FISCAL INFORMATION (Continued)**

<b><u>Council District</u></b>	<b><u>Amount</u></b>
2	\$ 441,686.77
5	\$ 353,871.15
7	\$1,021,848.67
10	<u>\$ 354,290.77</u>
Total	\$2,171,697.36

**MAP**

Attached

**2013 HSIP 2016 LETTING  
ONE ON AND SIX OFF SYSTEM INTERSECTIONS**



**MAPSCO PAGES 17W,38X,Y,45M,59A,B,C**

October 14, 2015

**WHEREAS**, the City of Dallas desires to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a U.S. Department of Transportation - Federal Highway Administration 2013 Highway Safety Improvement Program (HSIP) Project to fund the design, upgrade and/or construction of seven traffic signals and associated on and off system intersection improvements at Loop 12 (Buckner Boulevard) and John West Road, Abrams Road and Forest Lane, Bruton Road and St. Augustine Drive, Dilido Road and John West Road, Bruton Road and Prairie Creek Road, Bruton Road and Masters Drive, and Commerce Street and Good Latimer Expressway; and,

**WHEREAS**, on June 17, 2015, City Council authorized a contract with Kimley-Horn and Associates, Inc., to provide traffic signal design services totaling \$97,885.80, by Resolution No. 15-1172; and,

**WHEREAS**, the Federal/State portion of the grant is \$1,888,969.78 and the City of Dallas local match is \$282,727.58 for a total amount not to exceed \$2,171,697.36; and,

**WHEREAS**, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$184,841.78 for the on and off system locations; and,

**WHEREAS**, the City of Dallas will be responsible for any change orders or bid overruns; and,

**WHEREAS**, that this action hereby authorizes an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$97,886.

**Now, Therefore,**

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

October 14, 2015

**Section 1.** That the City Manager is hereby authorized to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2013 Highway Safety Improvement Program (HSIP) Project, Agreement numbers CSJ# 0581-01-141 (Loop 12 (Buckner Boulevard) and John West Road), CSJ# 0918-47-104 (Abrams Road and Forest Lane), CSJ# 0918-47-105 (Bruton Road and St. Augustine Drive), CSJ# 0918-47-106 (Dilido Road and John West Road), CSJ# 0918-47-107 (Bruton Road and Prairie Creek Road), CSJ#0918-47-108 (Bruton Road and Masters Drive), and CSJ# 0918-47-109 (Commerce Street and Good Latimer Expressway), CFDA 20.205, which may be terminated under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds; and that this action hereby authorizes an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$97,886.

**Section 2.** That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT in the amount of \$184,841.78, Vendor #020318, in accordance with the terms and conditions of the agreement from Fund L006, Dept. STS, Unit P496, Obj. 4820, Act. PB24, TP163049.

**Section 3.** That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, BSA 032B, if required by general accepted accounting principles.

**Section 4.** That the Chief Financial Officer is hereby authorized to deposit any unused Street Assessment Funds advanced to TxDOT pertaining to this project into Fund L006, Department STS, BSA 032B.

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

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

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

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 3, 4, 10, 11

**DEPARTMENT:** Street Services

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 16T 63H 64H

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**SUBJECT**

Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program grant to design, upgrade and construct three traffic signals and associated on system intersection improvements at IH 35 East Frontage Road at South Loop 12, South Loop 12 at Hampton Road, and IH 635 Frontage Road at US 75; **(2)** a required local match in the amount of \$12,496; and **(3)** an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$76,900 - Total not to exceed \$1,280,268 - Financing: Texas Department of Transportation Grant Funds (\$1,190,872) and Street Assessment Funds (\$12,496)

**BACKGROUND**

The City of Dallas was awarded grant funding totaling \$6.17 million from the U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program (HSIP) administered by the Texas Department of Transportation (TxDOT) to reconstruct several signals at high accident intersections in the City of Dallas.

This item will use local matching funds totaling \$89,396.00 to leverage \$1,190,871.80 in Federal and State funds for the construction and associated intersection improvements at three locations. The grant requires the City to be responsible for all design efforts, totaling \$76,900.00, and TxDOT will provide 100% match for Direct State Engineering and construction costs for on system intersections. The City is also required to pay State fees in the amount of \$12,496.00 bringing the City's portion of the project to \$89,396.00.

The City Council authorized a contract with Kimley-Horn and Associates, Inc. to provide professional design services on June 17, 2015, by Resolution No. 15-1172. The funding of \$76,900.00 for this item has been encumbered to cover the design services.

## **BACKGROUND (Continued)**

Any change orders or overruns are the responsibility of the City of Dallas.

The traffic signals will be constructed over three years. Construction of the first signals will commence in 2016. The rest of the signals will be built in 2017 and 2018.

- IH 35 East Frontage Road at S. Loop 12 (Upgrade) (CD 4)
- S. Loop 12 at Hampton Road (Upgrade) (CD 3)
- IH 635 Frontage Road at US 75 (Upgrade) (CD 10,11)

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

On June 17, 2015, City Council authorized a contract with Kimley-Horn and Associates, Inc. to provide professional design services by Resolution No. 15-1172.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	October 2015
Complete Construction	October 2018

## **FISCAL INFORMATION**

Design (previously approved by Resolution No. 15-1172) - \$76,900.00  
Texas Department of Transportation Grant Funds (this action) - \$1,190,871.80  
Street Assessment Funds (this action) - \$12,496.00

Total Amount - \$1,280,267.80

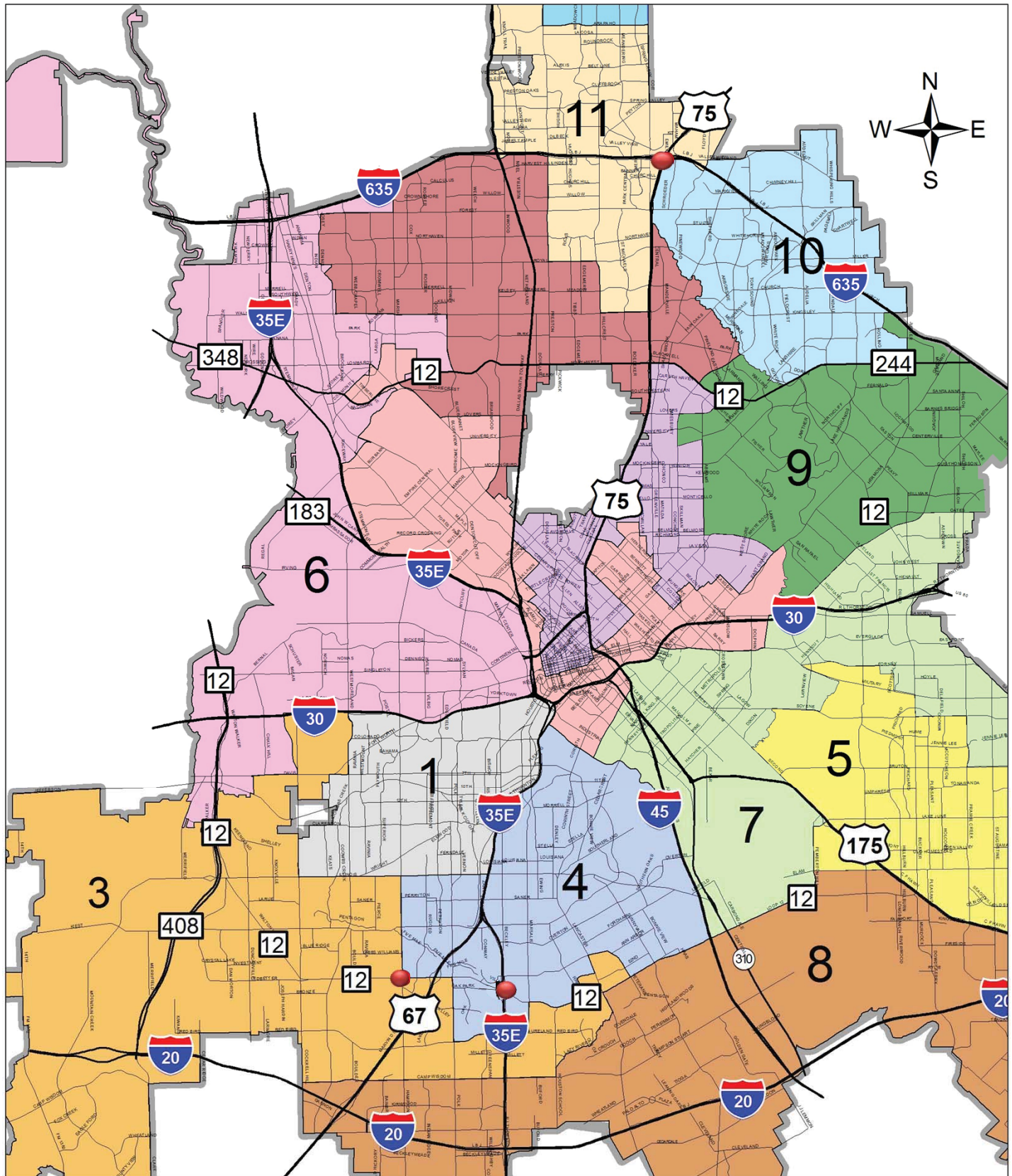
<b><u>Council District</u></b>	<b><u>Amount</u></b>
3	\$ 796,089.26
4	\$ 192,089.27
10	\$ 73,022.32
11	<u>\$ 219,066.95</u>
Total	\$1,280,267.80

## **MAP**

Attached



# 2014 HSIP 2016 LETTING - THREE ON SYSTEM INTERSECTIONS



MAPSCO PAGES 16T,63H,64H



October 14, 2015

**WHEREAS**, the City of Dallas desires to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program (HSIP) Project to fund the design, upgrade and/or construction of three traffic signals at IH 35 East Frontage Road at South Loop 12, South Loop 12 at Hampton Road, and IH 635 Frontage Road at US 75; and,

**WHEREAS**, on June 17, 2015, City Council authorized a contract with Kimley-Horn and Associates, Inc., to provide traffic signal design services totaling \$76,900.00 by Resolution No. 15-1172; and,

**WHEREAS**, the Federal/State portion of the grant is \$1,190,871.80 and the City of Dallas local match is \$89,396.00 for a total amount not to exceed \$1,280,267.80; and,

**WHEREAS**, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$12,496.00 for the on system locations; and,

**WHEREAS**, the City of Dallas will be responsible for any change orders or bid overruns; and,

**WHEREAS**, that this action hereby authorizes an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$76,900.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration grant, Agreement numbers CSJ# 0442-02-158 (IH 35 East Frontage Road and South Loop 12), CSJ# 0581-02-144 (South Loop 12 and Hampton Road) and CSJ# 2374-01-0178 (IH635 Frontage Road and US 75), CFDA 20.205, which may be terminated under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds; and that this action hereby authorizes an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$76,900.

**Section 2.** That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT in the amount of \$12,496.00, Vendor #020318, in accordance with the terms and conditions of the agreement from Fund L006, Dept. STS, Unit P496, Obj. 4820, Act. PB24, TP163049.

October 14, 2015

**Section 3.** That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, BSA 032B, if required by general accepted accounting principles.

**Section 4.** That the Chief Financial Officer is hereby authorized to deposit any unused Street Assessment Funds advanced to TxDOT pertaining to this project into Fund L006, Department STS, BSA 032B.

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

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

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

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 1, 3, 4, 8, 11

**DEPARTMENT:** Street Services

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 14D 15R 53M V 74B

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**SUBJECT**

Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program grant to design, upgrade and construct five traffic signals and associated off system intersection improvements at Belt Line Road and Dallas Parkway, Hampton Road and Clarendon Drive, Hampton Road and Illinois Avenue, Hillcrest Road and Alpha Road, and Polk Street and Wheatland Road; **(2)** a required local match in the amount of \$172,273; and **(3)** an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$155,200 - Total not to exceed \$1,799,237 - Financing: Texas Department of Transportation Grant Funds (\$1,471,764) and Street Assessment Funds (\$172,273)

**BACKGROUND**

The City of Dallas was awarded grant funding totaling \$6.17 million from the 2014 Highway Safety Improvement Program (HSIP) administered by the Texas Department of Transportation (TxDOT) to reconstruct and install several traffic signals at high accident intersections in the City of Dallas.

This item will use local matching funds totaling \$327,472.30 to leverage \$1,471,764.30 in Federal and State funds for construction and associated intersection improvements at five intersections for a total not to exceed cost of \$1,799,236.60. Specifically, the City is required to pay State fees in the amount of \$17,072.30, professional design services of \$155,200.00, and 10% match for Direct State Engineering and construction costs for off system intersections, totaling \$172,272.30, bringing the City's portion of the project to \$327,472.30.

## **BACKGROUND (Continued)**

The City Council authorized a contract with Kimley-Horn and Associates, Inc. for \$155,200.00 to provide professional design services on June 17, 2015, by Resolution No. 15-1172. The funding of \$155,200.00 for this item has been encumbered to cover the design services.

Any change orders or overruns are the responsibility of the City of Dallas.

The traffic signals will be constructed over three years. Construction of the five signals listed below will commence in 2016. The construction of the rest of the 2014 HSIP traffic signals will be in calendar years 2017 and 2018.

- Belt Line Road and Dallas Parkway (Upgrade) (CD 11)
- Hampton Road and Clarendon Drive (Upgrade) (CD 1)
- Hampton Road and Illinois Avenue (Upgrade) (CD 1, 3, 4)
- Hillcrest Road and Alpha Road (Upgrade) (CD 11)
- Polk Street and Wheatland Road (Upgrade) (CD 8)

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

On June 17, 2015, City Council authorized a contract with Kimley-Horn and Associates, Inc. to provide professional design services by Resolution No. 15-1172.

Information about this item will be provided to the Transportation and Trinity River Project Committee on October 12, 2015.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	October 2015
Complete Construction	October 2018

## **FISCAL INFORMATION**

Design (previously approved by Resolution No. 15-1172) - \$155,200.00  
Texas Department of Transportation Grant Funds (this action) - \$1,471,764.30  
Street Assessment Funds (this action) - \$172,272.30

Total Amount - \$1,799,236.60

**FISCAL INFORMATION (Continued)**

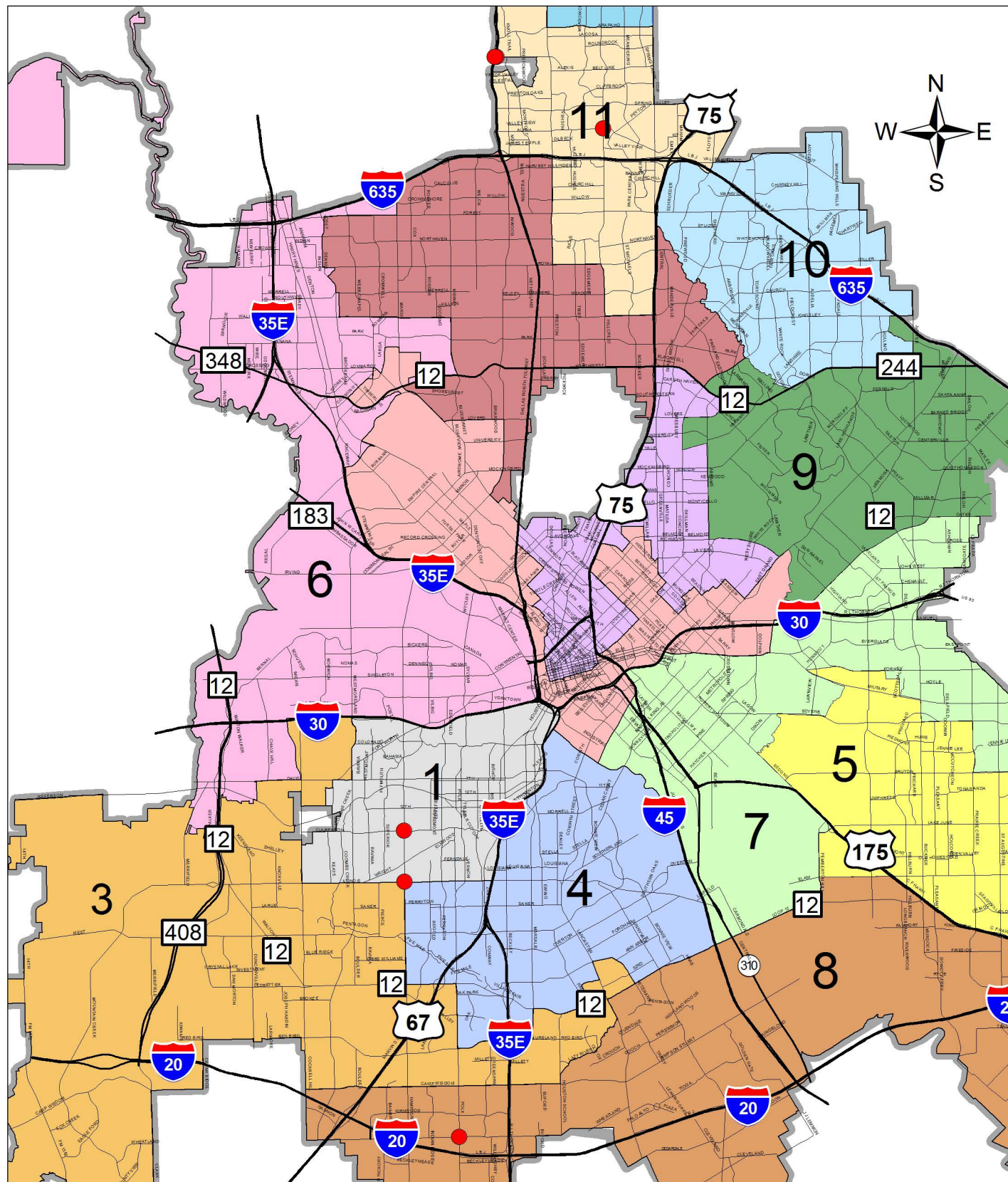
<b><u>Council District</u></b>	<b><u>Amount</u></b>
1	\$ 451,670.98
3	\$ 73,611.83
4	\$ 73,611.83
8	\$ 307,447.32
11	<u>\$ 892,894.64</u>
Total	\$1,799,236.60

**MAP**

Attached



## 2014 HSIP 2016 LETTING - FIVE OFF-SYSTEM INTERSECTIONS



**MAPSCO PAGES 14D,15R,53M,53V,74B**



October 14, 2015

**WHEREAS**, the City of Dallas desires to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a U.S. Department of Transportation - Federal Highway Administration 2014 Highway Safety Improvement Program (HSIP) Project to fund the design, upgrade and/or construction of five traffic signals and associated off System intersection improvements at Belt Line Road and Dallas Parkway, Hampton Road and Clarendon Drive, Hampton Road and Illinois Avenue, Hillcrest Road and Alpha Road, and Polk Street and Wheatland Road; and,

**WHEREAS**, on June 17, 2015, City Council authorized a contract with Kimley-Horn and Associates, Inc. to provide traffic signal design services totaling 155,200.00, by Resolution No. 15-1172; and,

**WHEREAS**, the Federal/State portion of the grant is \$1,471,764.30 and the City of Dallas local match is \$327,472.30 for a total amount not to exceed \$1,799,236.60; and,

**WHEREAS**, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$172,272.30 for the off system locations; and,

**WHEREAS**, the City of Dallas will be responsible for any change orders or bid overruns; and,

**WHEREAS**, that this action hereby authorizes an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$155,200.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation for a U.S. Department of Transportation - Federal Highway Administration grant, Agreement numbers CSJ# 0918-47-120 (Belt Line Road and Dallas Parkway), CSJ# 0918-47-123 (Hampton Road and Clarendon Drive), CSJ# 0918-47-124 (Hampton Road and Illinois Avenue), CSJ# 0918-47-125 (Hillcrest Road and Alpha Road) and CSJ# 0918-47-127 (Polk Street and Wheatland Road), CFDA 20.205, which may be terminated under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds; and that this action hereby authorizes an amendment to Resolution No. 15-1172, previously approved on June 17, 2015, to identify a required local match for design of the signals in the amount of \$155,200.

October 14, 2015

**Section 2.** That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT in the amount of \$172,272.30, Vendor #020318, in accordance with the terms and conditions of the agreement from Fund L006, Dept. STS, Unit P496, Obj. 4820, Act. PB24, TP163049.

**Section 3.** That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, BSA 032B, if required by general accepted accounting principles.

**Section 4.** That the Chief Financial Officer is hereby authorized to deposit any unused Street Assessment Funds advanced to TxDOT pertaining to this project into Fund L006, Department STS, BSA 032B.

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

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

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

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 12

**DEPARTMENT:** Sustainable Development and Construction  
Water Utilities

**CMO:** Ryan S. Evans, 671-9837  
Mark McDaniel, 670-3256

**MAPSCO:** 6E

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**SUBJECT**

Authorize acquisition from Willow Greene Homeowners Association, of a total of approximately 20,569 square feet of land located near the intersection of McCallum Boulevard and Meandering Way for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$144,000 (\$138,654, plus closing costs and title expenses not to exceed \$5,346) - Financing: Water Utilities Capital Construction Funds

**BACKGROUND**

This item authorizes the acquisition of a total of approximately 20,569 square feet of land located near the intersection of McCallum Boulevard and Meandering Way for the McKamy and Osage Branch Wastewater Interceptor Project. This property will be used for improvements and relocation of the McKamy & Osage Branch wastewater line. The consideration is based on an independent appraisal.

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

This item has no prior action.

**FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$144,000 (\$138,654, plus closing costs and title expenses not to exceed \$5,346)

**OWNER**

**Willow Greene Homeowners Association**

Dr. Maria Hemstrom, President

**MAP**

Attached



SUBJECT: 

October 14, 2015

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.**

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

"CITY": The City of Dallas

"PROPERTY": Approximately 20,569 square feet of land located in Collin County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": McKamy and Osage Branch Wastewater Interceptor Project

"USE": The installation, use, and maintenance of a pipeline or lines for the transmission of wastewater together with such appurtenant facilities as may be necessary, provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE here provided.

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

"OWNER": Willow Greene Homeowners Association, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$138,654

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$5,346

"AUTHORIZED AMOUNT": Not to exceed \$144,000

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

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

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

October 14, 2015

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

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

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

**SECTION 6.** That in the event this acquisition closes, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Utilities Capital Construction Funds, Fund No 0103, Department DWU, Unit CS40, Activity MPSA, Program No. 706028, Object 4250, Encumbrance No. CT-DWU706028EA4. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

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

**APPROVED AS TO FORM:**  
**WARREN M. S. ERNST, City Attorney**

BY

  
Assistant City Attorney

8,732 SQUARE FOOT (0.200 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

CANON A  
TRACT 1

**BEING** an 8,732 square feet (0.200 acre) parcel of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 169 in Official City Block No. 8758 in the City of Dallas, Collin County, Texas, said parcel being part of Willow Greene, an addition to the City of Dallas, Collin County, Texas according to the plat thereof recorded in Cabinet C, Page 472 of the Map Records of Collin County, Texas (M.R.C.C.T.), said Willow Greene being part of a Condominium Regime recorded in Volume 3, Page 123 of the Condominium Records of Collin County, Texas (C.R.C.C.T.), with the Certificate of Correction recorded in Volume 1688, Page 845 (D.R.C.C.T.), amended in Volume 3, Page 879, Volume 4, Page 291, Volume 5, Page 357, Volume 7, Page 21, Volume 7, Page 105 and Volume 7, Page 207 (C.R.C.C.T), and being more particularly described as follows:

**BEGINNING** at a point in a creek (unable to monument) at the northeasterly corner of said Willow Greene in the westerly line of Dickerson Street (60' right-of-way), from which a one-inch steel pipe (controlling monument-Texas State Plane Grid Coordinates-N=7,048,281.67, E=2,497,319.43) found in the east line of said Dickerson Street for an angle point in the west boundary of Lot 2, Block 11/8725 of Maribeth Drive Middle School, an addition to the City of Dallas according to the plat thereof recorded in Cabinet J, Page 720 of said Map Records bears North 16 degrees 23 minutes 51 seconds East, a distance of 187.79, and from which a one-half inch steel rebar (controlling monument-Texas State Plane Grid Coordinates-N=7,048,066.85, E=2,497,375.21) found for the northwesterly corner of Lot 3, Block 11/8725 of Morse Addition, an addition to the City of Dallas according to the plat thereof recorded in Cabinet K, Page 38 of said Map Records, bears South 72 degrees 18 minutes 29 seconds East, a distance of 114.20 feet;

**THENCE** South 02 degrees 01 minute 11 seconds East, along the easterly line of said Willow Greene and the westerly line of said Dickerson Street, a distance of 97.86 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** North 27 degrees 52 minutes 37 seconds West, departing the westerly line of said Dickerson Street and across said Willow Greene, a distance of 71.61 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** South 62 degrees 08 minutes 20 seconds West, continuing across said Willow Greene, a distance of 260.67 feet to a ½-inch steel rod with a cap marked "AZ&B" set on the northerly boundary of said Willow Greene and the southerly boundary of The Highlands Section Two, an addition to the City of Dallas, Collin County, Texas according to the plat thereof recorded in Cabinet B, Page 358 of said Map Records;

FIELD NOTES APPROVED:

*Ne Wind*





8,732 SQUARE FOOT (0.200 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

EXHIBIT A

**THENCE** along the common boundary between said Willow Greene and said The Highlands Section Two the following three (3) courses and distances:

North 34 degrees 02 minutes 19 seconds East, a distance of 39.79 feet to a point in a creek (unable to monument);

North 48 degrees 35 minutes 38 seconds East, a distance of 77.00 feet to a point in a creek (unable to monument);

North 68 degrees 08 minutes 05 seconds East, a distance of 194.45 feet to the **POINT OF BEGINNING** and containing 8,732 square feet (0.200) acre of land, more or less, of which 5,163 square feet are within an existing sanitary sewer easement.

Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network and a grid-to-surface conversion factor of 1.000136506.

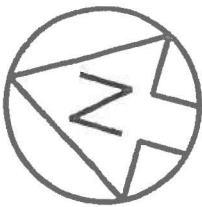
A survey plat of even date accompanies this property description.

I the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of December, 2011.

 12/20/12  
Jeffrey Sheppard  
Registered Professional Land Surveyor No. 3696



EXHIBIT A



MARIBETH WISE  
MIDDLE SCHOOL  
LOT 2, BLOCK 1, 8725  
CAB. J. PG. 720  
M.R.C.C.T.

MORSE ADDITION  
LOT 3, BLOCK 1, 8725  
CAB. J. PG. 38  
M.R.C.C.T.

N=7048281.67  
E=2497319.43

PLANO INDEPENDENT  
SCHOOL DISTRICT  
FILE NO. 96 CORRECTION  
L.R.C.C.T.

N=7048066.85  
E=2497375.21

1" SPF  
(CM)

N16°23'51"E  
187.79'

S02°01'11"E  
97.86'

P.O.B.

1/2" SRF  
(CM)

S72°18'29"E  
114.20'

DICKERSON STREET  
(60' R.O.W.)

PINELLA PLACE  
(50' R.O.W.)

WILLOW GREENE  
CAB. C. PG. 472  
M.R.C.C.T.

IFICATE OF CORRECTION  
VOL. 1688, PG. 845  
D.R.C.C.T.

N68°08'05"E

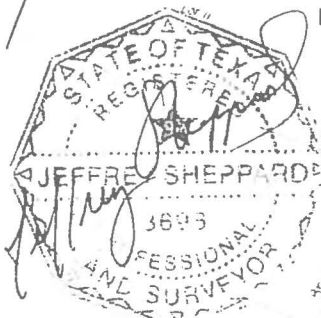
194.45'

N27°52'37"W  
562°08'20"W

71.61'

8,732 S.F.  
(0.200 AC.)  
TO BE ACQUIRED  
OF WHICH 5,163  
SQUARE FEET ARE  
WITHIN AN  
EXISTING SANITARY  
SEWER EASEMENT

N34°02'19"E  
39.79'



WILLOW GREENE  
CONDOMINIUM REG. M  
VOL. 3, PG. 123  
VOL. 3, PG. 879  
VOL. 4, PG. 29  
VOL. 5, PG. 357  
VOL. 7, PG. 21  
VOL. 7, PG. 105  
VOL. 7, PG. 207  
C.R.C.C.T.

## NOTES

A PROPERTY DESCRIPTION OF EVEN  
DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF  
COORDINATES IS THE TEXAS STATE PLANE  
COORDINATE SYSTEM, NORTH AMERICAN DATUM  
1983 (NAD83), NORTH CENTRAL ZONE, AS  
DETERMINED BY GPS OBSERVATIONS USING  
THE WDS-VRS NETWORK AND A  
GRID-TO-SURFACE CONVERSION FACTOR OF  
1.000136506.

## LEGEND

- (CM) CONTROLLING MONUMENT  
○ MONUMENT FOUND  
(SIZE & TYPE AS NOTED)  
● 1/2" STEEL REBAR SET  
W/ AZB PLASTIC CAP  
(EXCEPT AS NOTED)  
□ LIMITS OF PROPERTY TO  
BE ACQUIRED

SCALE (IN FEET)

0 50 100 200

COMPUTED \_\_\_\_\_  
DRAWN \_\_\_\_\_  
SUPERVISOR \_\_\_\_\_  
DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

## REVISION HISTORY

**AZ&B**  
ARREDONDO ZEPEDA  
& BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TX 75238  
PH 214-341-3900  
FAX 214-341-3925  
am34\_office@azb-arb.com

8,732 SQUARE FOOT (0.200 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

SHEET 3 OF 3 DWG No.

REV

8:48:41 AM

12/17/2012

S:\DWU\207010.001-Halff-McKamy\Dgn\Easement\Willow Greene\ESMT-525.dgn

©

11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

TRACT 2

**BEING** a 11,837 square feet (0.272 Acre) parcel of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 169 in Official City Block No. 8758 in the City of Dallas, Collin County, Texas, said parcel being part of Lot 1, Block 20/8758 of Willow Greene, an addition to the City of Dallas according to the plat thereof recorded in Cabinet C, Page 472 of the Map Records of Collin County, Texas (M.R.C.C.T.), said Willow Greene being part of a Condominium Regime recorded in Volume 3, Page 123 of the Condominium Records of Collin County, Texas (C.R.C.C.T.), with a Certificate of Correction recorded in Volume 1688, Page 845 of the Deed Records of Collin County, Texas (D.R.C.C.T.), amended in Volume 3, Page 879; Volume 4, Page 291; Volume 5, Page 357; Volume 7, Page 21; Volume 7, Page 105 and Volume 7, Page 207 of said Condominium Records, and being more particularly described as follows:

**COMMENCING** at a five-eighths inch steel rebar (controlling monument-Texas State Plane Grid Coordinates-N= 7,047,752.66, E= 2,496,094.71) found in the east line of a 150' wide utility easement described as Dallas Power & Light Co. R.O.W. recorded in Volume 977, Page 474 of said Deed Records and at the westerly corner of said Willow Greene, from which a five-eighths inch steel rebar (controlling monument-Texas State Plane Grid Coordinates-N= 7,047,300.38, E= 2,496,255.68) found at the southwest corner of said Willow Greene bears South 19 degrees 35 minutes 31 seconds East, a distance of 480.14 feet;

**THENCE** North 00 degrees 03 minutes 41 seconds West, along the common line between said Willow Greene and Dallas Power & Light Co. R.O.W., a distance of 250.00 feet to the northwest corner of said Willow Greene and the southwest corner of The Highlands Section Two, an addition to the City of Dallas according to the plat thereof recorded in Cabinet B, Page 358 of said Map Records;

**THENCE** North 78 degrees 18 minutes 03 seconds East, along the common boundary between said Willow Greene and said The Highlands Section Two, a distance of 125.00 feet;

**THENCE** North 42 degrees 30 minutes 54 seconds East, continuing along said common boundary, a distance of 7.37 feet to a point in a creek (unable to monument) for the **POINT OF BEGINNING**;

**THENCE** North 42 degrees 30 minutes 54 seconds East, continuing along said common boundary, a distance of 62.87 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

FIELD NOTES APPROVED:

NA 4/22/13



11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

EXHIBIT A

**THENCE** North 76 degrees 20 minutes 27 seconds East, departing said common boundary and across said Willow Greene, a distance of 232.20 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** South 66 degrees 02 minutes 17 seconds East, continuing across said Willow Greene, a distance of 47.09 feet to a ½-inch steel rod with a cap marked "AZ&B" set on the southerly boundary of an existing 20 foot wide sanitary sewer easement evidenced by document recorded in Volume 1172, Page 495 of said Deed Records;

**THENCE** South 52 degrees 41 minutes 33 seconds East, along said easement boundary, a distance of 41.89 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** South 45 degrees 21 minutes 22 seconds East, continuing along said easement boundary, a distance of 11.47 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set on the common boundary between said The Highlands Section Two and said Willow Greene;

**THENCE** South 08 degrees 46 minutes 55 seconds West, along said common boundary, a distance of 22.05 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** across said Willow Greene the following six (6) courses and distances:

North 66 degrees 02 minutes 17 seconds West, a distance of 92.42 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

South 76 degrees 20 minutes 27 seconds West, a distance of 59.27 feet to a ½-inch steel rod with a cap marked "AZ&B" set on the east line of an existing 20 feet wide drainage and utility easement as evidenced by said Willow Greene plat;

South 19 degrees 35 minutes 17 seconds East, along the east line of said easement, a distance of 0.42 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

South 71 degrees 54 minutes 12 seconds West, across said easement, a distance of 20.01 feet to a ½-inch steel rod with a cap marked "AZ&B" set in the west line of said easement;

North 19 degrees 35 minutes 17 seconds West, along the west line of said easement, a distance of 1.98 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

EXHIBIT A

South 76 degrees 20 minutes 27 seconds West, a distance of 193.14 feet to the **POINT OF BEGINNING** and containing 11,837 square feet (0.272 acre) of land, more or less.

Basis of bearings and source of coordinates is The Texas State Plane Grid Coordinate System, North American Datum 1983 (NAD83), North Central Zone, as determined by GPS observations using the WDS-VRS network and a grid-to-surface conversion factor of 1.000136506.

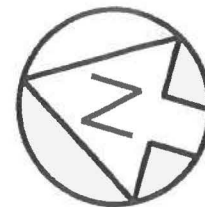
A survey plat of even date accompanies this property description.

I the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of December, 2011.

  
Jeffrey Sheppard  
Registered Professional Land Surveyor No. 3696



# EXHIBIT A



HIDDEN CREEK DR.  
(50' ROW.)

S35°05'42"E  
18.30'

L1 L2 L3 L4  
N66°02'17"W  
92.42'

SEE DETAIL "A"

WILLOW GREENE  
CONDOMINIUM REGIM  
VOL.3, PG.123  
VOL.3, PG.879  
VOL.4, PG.291  
VOL.5, PG.357  
VOL.7, PG.21  
VOL.7, PG.105  
VOL.7, PG.207  
C.R.C.C.T.

11,837 S.F.  
(0.272 AC.)  
TO BE ACQUIRED

N76°20'27"E 232.20'

L5

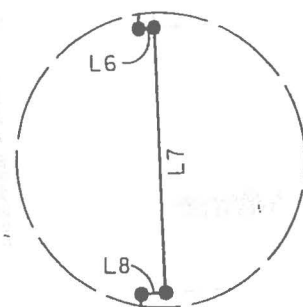
N42°30'54"E  
62.87'

P.O.B.

N42°30'54"E  
7.37'

N78°18'03"E  
125.00'

DETAIL "A"  
N.T.S.



N=7047752 66  
E=2496094 71

N00°03'41"W 250.00'

P.O.C.  
5/8" SRF  
(CM)

5/8" SRF (CM)

S19°35'31"E 480.14'  
N=7047300 38  
E=2496255 68

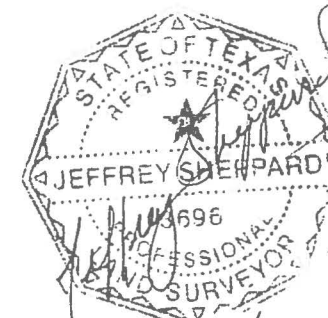
## LINE TABLE

LINE	BEARING	DISTANCE
L1	S66°02'17"E	47.09
L2	S52°41'33"E	41.89
L3	S45°21'22"E	11.47
L4	S08°46'55"W	22.05
L5	S76°20'27"W	59.27
L6	S19°35'17"E	0.42
L7	S71°54'12"W	20.01
L8	N19°35'17"W	1.98
L9	S76°20'27"W	193.14

## LEGEND

- (CM) CONTROLLING MONUMENT
- STEEL REBAR FOUND (SIZE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (EXCEPT AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

SCALE (IN FEET)



12/20/12

## NOTES

A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WDS-VRS NETWORK AND A GRID-TO-SURFACE CONVERSION FACTOR OF 1.000136506.

COMPUTED \_\_\_\_\_  
DRAWN \_\_\_\_\_  
SUPERVISOR \_\_\_\_\_  
DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

## REVISION HISTORY

**AZ&B**  
ARREDONDO ZEPEDA  
& BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TX 75218  
PH 214-341-3800  
FAX 214-341-3925  
email: office@azb-engr.com

11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

# EXHIBIT B

## WASTEWATER EASEMENT

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF DALLAS   §

KNOW ALL PERSONS BY THESE PRESENTS:

That Willow Greene Homeowners Association, a Texas nonprofit corporation (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$138,654.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the purpose of laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit A, attached hereto and made a part hereof by reference for all purposes.

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

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

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

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

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



# EXHIBIT B

All expenses in the construction and maintenance of said main or mains and appurtenances shall be borne by the City. In the construction of said main or mains and appurtenances, should the City find it necessary to remove any improvements now on the above-described property, all of those expenses shall also be borne by the City. Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS: None.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Willow Greene Homeowners Association,  
a Texas non-profit corporation

By: \_\_\_\_\_  
Marian Hemstrom, President

\* \* \* \* \*

STATE OF TEXAS            '  
COUNTY OF DALLAS        '

This instrument was acknowledged before me on \_\_\_\_\_  
by Marian Hemstrom, President of Willow Greene Homeowners Association, a Texas  
non-profit corporation on behalf of said non-profit corporation.

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

\* \* \* \* \*



# EXHIBIT B

After recording return to:  
City of Dallas  
Department of Sustainable Development and Construction  
Real Estate Division  
320 East Jefferson Boulevard, Room 203  
Dallas, Texas 75203  
attn: Mark Proctor

Wastewater Easement Log No. 40197 / 17490 Meandering Way

8,732 SQUARE FOOT (0.200 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

CANON A  
TRACT 1

**BEING** an 8,732 square feet (0.200 acre) parcel of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 169 in Official City Block No. 8758 in the City of Dallas, Collin County, Texas, said parcel being part of Willow Greene, an addition to the City of Dallas, Collin County, Texas according to the plat thereof recorded in Cabinet C, Page 472 of the Map Records of Collin County, Texas (M.R.C.C.T.), said Willow Greene being part of a Condominium Regime recorded in Volume 3, Page 123 of the Condominium Records of Collin County, Texas (C.R.C.C.T.), with the Certificate of Correction recorded in Volume 1688, Page 845 (D.R.C.C.T.), amended in Volume 3, Page 879, Volume 4, Page 291, Volume 5, Page 357, Volume 7, Page 21, Volume 7, Page 105 and Volume 7, Page 207 (C.R.C.C.T), and being more particularly described as follows:

**BEGINNING** at a point in a creek (unable to monument) at the northeasterly corner of said Willow Greene in the westerly line of Dickerson Street (60' right-of-way), from which a one-inch steel pipe (controlling monument-Texas State Plane Grid Coordinates-N=7,048,281.67, E=2,497,319.43) found in the east line of said Dickerson Street for an angle point in the west boundary of Lot 2, Block 11/8725 of Maribeth Drive Middle School, an addition to the City of Dallas according to the plat thereof recorded in Cabinet J, Page 720 of said Map Records bears North 16 degrees 23 minutes 51 seconds East, a distance of 187.79, and from which a one-half inch steel rebar (controlling monument-Texas State Plane Grid Coordinates-N=7,048,066.85, E=2,497,375.21) found for the northwesterly corner of Lot 3, Block 11/8725 of Morse Addition, an addition to the City of Dallas according to the plat thereof recorded in Cabinet K, Page 38 of said Map Records, bears South 72 degrees 18 minutes 29 seconds East, a distance of 114.20 feet;

**THENCE** South 02 degrees 01 minute 11 seconds East, along the easterly line of said Willow Greene and the westerly line of said Dickerson Street, a distance of 97.86 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** North 27 degrees 52 minutes 37 seconds West, departing the westerly line of said Dickerson Street and across said Willow Greene, a distance of 71.61 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** South 62 degrees 08 minutes 20 seconds West, continuing across said Willow Greene, a distance of 260.67 feet to a ½-inch steel rod with a cap marked "AZ&B" set on the northerly boundary of said Willow Greene and the southerly boundary of The Highlands Section Two, an addition to the City of Dallas, Collin County, Texas according to the plat thereof recorded in Cabinet B, Page 358 of said Map Records;

FIELD NOTES APPROVED:

*Mr. Hill*



8,732 SQUARE FOOT (0.200 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

EXHIBIT A

**THENCE** along the common boundary between said Willow Greene and said The Highlands Section Two the following three (3) courses and distances:

North 34 degrees 02 minutes 19 seconds East, a distance of 39.79 feet to a point in a creek (unable to monument);

North 48 degrees 35 minutes 38 seconds East, a distance of 77.00 feet to a point in a creek (unable to monument);

North 68 degrees 08 minutes 05 seconds East, a distance of 194.45 feet to the **POINT OF BEGINNING** and containing 8,732 square feet (0.200) acre of land, more or less, of which 5,163 square feet are within an existing sanitary sewer easement.

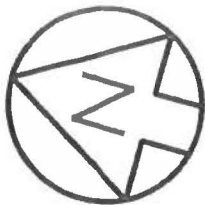
Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network and a grid-to-surface conversion factor of 1.000136506.

A survey plat of even date accompanies this property description.

I the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of December, 2011.

 12/20/12  
Jeffrey Sheppard  
Registered Professional Land Surveyor No. 3696





WILSON 1994  
MIDDLE SCHOOL  
LOT 2, BLOCK 11, 3725  
CAB. K, PAGE 38  
M.R.C.C.T.

WILSON ADDITION  
LOT 3, BLOCK 11, 3725  
CAB. K, PAGE 38  
M.R.C.C.T.

EXHIBIT A

N=7048281.67  
E=2497319.43

INDEPENDENT  
SCHOOL DISTRICT  
FILE NO. 96 C095017  
I.R.C.C.T.

N=7048066.85  
E=2497375.21

1" SPF  
(CM)

N16°23'51"E  
187.79'

S02°01'11"E  
97.86'

P.O.B.

S72°18'29"E  
114.20'

DICKERSON STREET  
(60' R.O.W.)

PINELLA PLACE  
(50' R.O.W.)

N68°08'05"E  
194.45'

WILLOW GREENE  
CAB. C, PG. 472  
M.R.C.C.T.

CERTIFICATE OF CORRECTION  
VOL. 1688, PG. 845  
D.R.C.C.T.

N27°52'37"W  
562°08'20"W

71.61'

8,732 S.F.  
(0.200 AC.)  
TO BE ACQUIRED  
OF WHICH 5,163  
SQUARE FEET ARE  
WITHIN AN  
EXISTING SANITARY  
SEWER EASEMENT

N34°02'19"E  
39.79'



#### NOTES

A PROPERTY DESCRIPTION OF EVEN  
DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF  
COORDINATES IS THE TEXAS STATE PLANE  
COORDINATE SYSTEM, NORTH AMERICAN DATUM  
1983 (NAD83), NORTH CENTRAL ZONE, AS  
DETERMINED BY GPS OBSERVATIONS USING  
THE WDS-VRS NETWORK AND A  
GRID-TO-SURFACE CONVERSION FACTOR OF  
1.000136506.

#### LEGEND

- (CM) CONTROLLING MONUMENT
- MONUMENT FOUND  
(SIZE & TYPE AS NOTED)
- 1/2" STEEL REBAR SET  
W/ AZB PLASTIC CAP  
(EXCEPT AS NOTED)
- LIMITS OF PROPERTY TO  
BE ACQUIRED

SCALE (IN FEET)

0 50 100 200

COMPUTED \_\_\_\_\_  
DRAWN \_\_\_\_\_  
SUPERVISOR \_\_\_\_\_  
DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

#### REVISION HISTORY

**AZ&B**  
ARREDONDO ZEPEDA  
& BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TX 75238  
PH 214-341-9900  
FAX 214-341-9925  
office@azb-engineers.com

8,732 SQUARE FOOT (0.200 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

SHEET 3 OF 3 DWG No.

REV

8:48:41 AM

12/17/2012

S:\DWU\207010.001-Half-McKamy\Dgn\Easement\Willow Greene\ESMT-525.dgn

©

11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

TRACT 2

**BEING** a 11,837 square feet (0.272 Acre) parcel of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 169 in Official City Block No. 8758 in the City of Dallas, Collin County, Texas, said parcel being part of Lot 1, Block 20/8758 of Willow Greene, an addition to the City of Dallas according to the plat thereof recorded in Cabinet C, Page 472 of the Map Records of Collin County, Texas (M.R.C.C.T.), said Willow Greene being part of a Condominium Regime recorded in Volume 3, Page 123 of the Condominium Records of Collin County, Texas (C.R.C.C.T.), with a Certificate of Correction recorded in Volume 1688, Page 845 of the Deed Records of Collin County, Texas (D.R.C.C.T.), amended in Volume 3, Page 879; Volume 4, Page 291; Volume 5, Page 357; Volume 7, Page 21; Volume 7, Page 105 and Volume 7, Page 207 of said Condominium Records, and being more particularly described as follows:

**COMMENCING** at a five-eighths inch steel rebar (controlling monument-Texas State Plane Grid Coordinates-N= 7,047,752.66, E= 2,496,094.71) found in the east line of a 150' wide utility easement described as Dallas Power & Light Co. R.O.W. recorded in Volume 977, Page 474 of said Deed Records and at the westerly corner of said Willow Greene, from which a five-eighths inch steel rebar (controlling monument-Texas State Plane Grid Coordinates-N= 7,047,300.38, E= 2,496,255.68) found at the southwest corner of said Willow Greene bears South 19 degrees 35 minutes 31 seconds East, a distance of 480.14 feet;

**THENCE** North 00 degrees 03 minutes 41 seconds West, along the common line between said Willow Greene and Dallas Power & Light Co. R.O.W., a distance of 250.00 feet to the northwest corner of said Willow Greene and the southwest corner of The Highlands Section Two, an addition to the City of Dallas according to the plat thereof recorded in Cabinet B, Page 358 of said Map Records;

**THENCE** North 78 degrees 18 minutes 03 seconds East, along the common boundary between said Willow Greene and said The Highlands Section Two, a distance of 125.00 feet;

**THENCE** North 42 degrees 30 minutes 54 seconds East, continuing along said common boundary, a distance of 7.37 feet to a point in a creek (unable to monument) for the **POINT OF BEGINNING**;

**THENCE** North 42 degrees 30 minutes 54 seconds East, continuing along said common boundary, a distance of 62.87 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

FIELD NOTES APPROVED:

NA 4/22/13



11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

EXHIBIT A

**THENCE** North 76 degrees 20 minutes 27 seconds East, departing said common boundary and across said Willow Greene, a distance of 232.20 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** South 66 degrees 02 minutes 17 seconds East, continuing across said Willow Greene, a distance of 47.09 feet to a ½-inch steel rod with a cap marked "AZ&B" set on the southerly boundary of an existing 20 foot wide sanitary sewer easement evidenced by document recorded in Volume 1172, Page 495 of said Deed Records;

**THENCE** South 52 degrees 41 minutes 33 seconds East, along said easement boundary, a distance of 41.89 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** South 45 degrees 21 minutes 22 seconds East, continuing along said easement boundary, a distance of 11.47 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set on the common boundary between said The Highlands Section Two and said Willow Greene;

**THENCE** South 08 degrees 46 minutes 55 seconds West, along said common boundary, a distance of 22.05 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

**THENCE** across said Willow Greene the following six (6) courses and distances:

North 66 degrees 02 minutes 17 seconds West, a distance of 92.42 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

South 76 degrees 20 minutes 27 seconds West, a distance of 59.27 feet to a ½-inch steel rod with a cap marked "AZ&B" set on the east line of an existing 20 feet wide drainage and utility easement as evidenced by said Willow Greene plat;

South 19 degrees 35 minutes 17 seconds East, along the east line of said easement, a distance of 0.42 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

South 71 degrees 54 minutes 12 seconds West, across said easement, a distance of 20.01 feet to a ½-inch steel rod with a cap marked "AZ&B" set in the west line of said easement;

North 19 degrees 35 minutes 17 seconds West, along the west line of said easement, a distance of 1.98 feet to a ½-inch steel rod with a cap marked "AZ&B" set for corner;

11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

EXHIBIT A

South 76 degrees 20 minutes 27 seconds West, a distance of 193.14 feet to the **POINT OF BEGINNING** and containing 11,837 square feet (0.272 acre) of land, more or less.

Basis of bearings and source of coordinates is The Texas State Plane Grid Coordinate System, North American Datum 1983 (NAD83), North Central Zone, as determined by GPS observations using the WDS-VRS network and a grid-to-surface conversion factor of 1.000136506.

A survey plat of even date accompanies this property description.

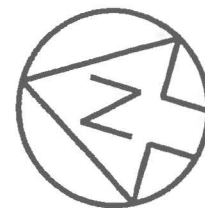
I the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of December, 2011.

  
Jeffrey Sheppard  
Registered Professional Land Surveyor No. 3696





# EXHIBIT A



HIDDEN CREEK DR.  
(50' ROW.)

S35°05'42"E  
18.30'

N66°02'17"W  
92.42'

SEE DETAIL "A"

WILLOW GREENE  
CONDOMINIUM REGIME  
VOL. 3, PG. 123  
VOL. 3, PG. 879  
VOL. 4, PG. 291  
VOL. 5, PG. 357  
VOL. 7, PG. 21  
VOL. 7, PG. 105  
VOL. 7, PG. 207  
C.R.C.T.

11,837 S.F.  
(0.272 AC.)  
TO BE ACQUIRED

N76°20'27"E  
232.20'

P.O.B.  
N42°30'54"E  
7.37'

N78°18'03"E  
125.00'

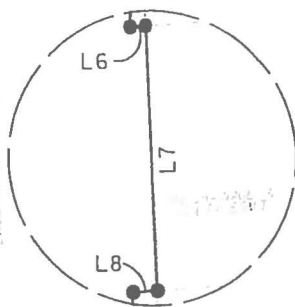
N=7047752 66  
E=2496094 71

P.O.C.  
5/8" SRF  
(CM)

5/8" SRF (CM)

S19°35'31"E 480.14'  
N=7047300 38  
E=2496255 68

DETAIL "A"  
N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S66°02'17"E	47.09
L2	S52°41'33"E	41.89
L3	S45°21'22"E	11.47
L4	S08°46'55"W	22.05
L5	S76°20'27"W	59.27
L6	S19°35'17"E	0.42
L7	S71°54'12"W	20.01
L8	N19°35'17"W	1.98
L9	S76°20'27"W	193.14

## LEGEND

- (CM) CONTROLLING MONUMENT
- STEEL REBAR FOUND (SIZE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (EXCEPT AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

SCALE (IN FEET)

0 50 100 200



## NOTES

A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WDS-VRS NETWORK AND A GRID-TO-SURFACE CONVERSION FACTOR OF 1.000136506.

COMPUTED \_\_\_\_\_  
DRAWN \_\_\_\_\_  
SUPERVISOR \_\_\_\_\_  
DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

## REVISION HISTORY

**AZ&B**  
ARREDONDO, ZEPEDA  
& BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TX 75219  
PH 214-341-9900  
FAX 214-341-9925  
email: office@azb-engr.com

11,837 SQUARE FOOT (0.272 ACRE)  
DALLAS CITY BLOCK 8758  
WASTEWATER EASEMENT  
WILLOW GREENE

SHEET 4 OF 4 DWG No. REV

8:02:43 AM

12/17/2012

S:\DWU\207010.001-Half-McKamy\Drawings\Willow Greene\ESMT-521\_R1.dgn

@



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 1, 2, 3, 4, 5, 6, 7, 9, 10, 13, 14, Outside City Limits

**DEPARTMENT:** Water Utilities

**CMO:** Mark McDaniel, 670-3256

**MAPSCO:** Various

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**SUBJECT**

Authorize a contract for the installation of water and wastewater mains at 46 locations (list attached) - Ark Contracting Services, LLC, lowest responsible bidder of four - Not to exceed \$12,291,878 - Financing: Water Utilities Capital Improvement Funds

**BACKGROUND**

This action consists of the installation of approximately 56,250 feet of water and wastewater mains. This includes the installation of approximately 29,850 feet of 8-inch and 5,770 feet of 12-inch water mains, and the installation of approximately 16,030 feet of 8-inch, 1,880 feet of 10-inch, 2,000 feet of 12-inch, and 720 feet of 16-inch wastewater mains. The project also includes the transfer of water services at two locations and the relocation of a water meter vault, large valve replacements and the installation of pressure reducing valves, to improve the operation of the water distribution system.

The existing water and wastewater mains were built between 1926 and 1973. These mains are contributing to an increase in maintenance costs as well as service interruptions. The installation of these proposed segments will improve the capacity of the water and wastewater systems and reduce maintenance costs.

Ark Contracting Services, LLC completed contractual activities in the past three years:

	<b><u>PBW</u></b>	<b><u>DWU</u></b>	<b><u>PKR</u></b>
Projects Authorized	0	2	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	October 2013
Completed Design	June 2015
Begin Construction	November 2015
Complete Construction	October 2017

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

Authorized a professional services contract with APM & Associates, Inc. to provide engineering design services for the renewal of water and wastewater mains at 33 locations and design and surveying services for water and wastewater main relocations in advance of outside agency projects on June 13, 2012, by Resolution No. 12-1558.

Information about this item will be provided to the Transportation & Trinity River Project Committee on October 12, 2015.

## **FISCAL INFORMATION**

\$12,291,878.00 - Water Utilities Capital Improvement Funds

Design	\$ 766,562.50
Construction (this action)	<u>\$12,291,878.00</u>
Total Project Cost	\$13,058,440.50

<b><u>Council District</u></b>	<b><u>Amount</u></b>
1	\$ 1,280,218.15
2	\$ 531,289.05
3	\$ 728,118.13
4	\$ 513,046.69
5	\$ 962,330.41
6	\$ 1,902,799.25
7	\$ 489,414.50
9	\$ 2,419,430.05
10	\$ 630,458.17
13	\$ 2,053,771.69
14	\$ 753,281.91
Outside City Limits	<u>\$ 27,720.00</u>
Total	\$12,291,878.00

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **Ark Contracting Services, LLC**

Hispanic Female	0	Hispanic Male	135
Black Female	0	Black Male	0
Other Female	0	Other Male	0
White Female	5	White Male	20

## **BID INFORMATION**

The following bids with quotes were opened on July 30, 2015:

\*Denotes successful bidder

### **Bidders**

### **Bid Amount**

*Ark Contracting Services, LLC 420 South Dick Price Road Kennedale, Texas 76060	\$12,291,878.00
RKM Utility Services, Inc.	\$13,464,948.00
John Burns Construction Company of Texas, Inc.	\$14,376,824.00
Atkins Bros. Equipment Co., Inc.	\$16,034,583.00

## **OWNERS**

### **Ark Contracting Services, LLC**

Michael Calvert, Owner  
Steven C. Bowman, Owner and President

## **MAPS**

Attached

## **Installation of Water and Wastewater Mains**

### **District 1**

11th Street from Marsalis Avenue to Lancaster Avenue  
Clarendon Drive from Bishop Avenue to Zang Boulevard  
Alley between Clinton Avenue and Winnetka Avenue from 7th Street north  
Zang Boulevard from Clarendon Drive to Yarmouth Street

### **District 2**

\*Hawick Lane from Mixon Drive to Admiral Drive  
Santa Fe Avenue from Bank Street northeast  
Terry Street from Fitzhugh Avenue to Henderson Avenue  
\*(Taos Road from Lovers Lane south) (See District 13)

### **District 3**

Bartlett Avenue from Atlas Drive to Kingsley Drive  
Illinois Avenue west of Cockrell Hill Road  
Kildare Avenue from Atlas Drive to Adelaide Drive

### **District 4**

Gracey Street from Mentor Avenue to Atlas Drive  
Alley between Illinois Avenue and Eagle Drive from Eagle Drive north  
Alley between Kiest Boulevard and Skylark Drive from Skylark Drive northwest  
Sunnyvale Street southeast of Kilburn Avenue

### **District 5**

Cheyenne Road from Elam Road to Big Thicket Drive  
St. Augustine Drive south of Eloise Street

### **District 6**

Davis Street from Bagley Street west  
Halifax Street from Mercantile Row west  
Mercantile Row from Halifax Street to Irving Boulevard  
Vilbig Road north of Shaw Street  
\*(Hawick Lane from Mixon Drive to Admiral Drive) (See District 2)

## **Installation of Water and Wastewater Mains**

### **Page 2**

#### **District 7**

Shiloh Road from Inadale Avenue to Gross Road  
U.S. Highway 175 (S.M. Wright Freeway) at Hatcher Street  
\*(Ferguson Road west of Beechmont Drive) (See District 9)

#### **District 9**

\*Ferguson Road west of Beechmont Drive  
Larry Drive from Casa Oaks Drive to Oates Drive  
San Lucas Avenue from San Marcus Avenue to Santa Garza Drive  
San Marcus Avenue from Highwood Drive to Materhorn Drive  
San Marcus Avenue from San Lucas Avenue to Highwood Drive  
San Marcus Avenue from Materhorn Drive to Santa Garza Drive  
San Paula Avenue from Shiloh Road to Santa Garza Drive  
Santa Garza Drive from north of San Medina Avenue south

#### **District 10**

Granis Street from Oberlin Drive to Hoblitzelle Drive  
Oberlin Drive from Schroeder Road to Granis Street

#### **District 13**

Alley between Fredrick Square and Sherry Lane from Lomo Alto Drive to Douglas Avenue  
Lovers Lane from Taos Road to Elsby Avenue  
Meaders Lane west of Dallas North Tollway  
\*Taos Road from Lovers Lane south  
University Boulevard from Inwood Road to Eastern Avenue  
Wingate Drive from Shorecrest Drive to Capps Drive

**Installation of Water and Wastewater Mains**  
**Page 3**

**District 14**

Alderson Street from Llano Avenue to alley north of Goliad Avenue  
East Grand Avenue at La Vista Drive  
Gaston Avenue north of Connecticut Lane  
Llano Avenue at Skillman Street  
Martel Avenue from Skillman Street to Norris Street  
Matilda Street north of Goodwin Avenue  
McKinney Avenue at Harwood Street

**Outside City Limits**

University Hills Boulevard at Wheatland Road

\*Project limits in more than one Council District

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a contract for the installation of water and wastewater mains at 46 locations (list attached) - Ark Contracting Services, LLC, lowest responsible bidder of four - Not to exceed \$12,291,878 - Financing: Water Utilities Capital Improvement Funds

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

**PROJECT CATEGORY:** Construction

---

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,772,200.00	22.55%
Total non-local contracts	\$9,519,678.00	77.45%
<b>TOTAL CONTRACT</b>	<b>\$12,291,878.00</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>
J & A Trucking	HMMB64410N0317	\$230,000.00	8.30%
LKT & Associates, LLC	WFDB63380Y1015	\$1,900,000.00	68.54%
Magnum Manhole & Underground Co.	WFDB64723Y0416	\$57,000.00	2.06%
<b>Total Minority - Local</b>		<b>\$2,187,000.00</b>	<b>78.89%</b>

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

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Cowtown Redi Mix, Inc.	WFWB06682Y0916	\$933,100.00	9.80%
ANA Consultants, LLC	WFDB57431Y0516	\$45,000.00	0.47%
<b>Total Minority - Non-local</b>		<b>\$978,100.00</b>	<b>10.27%</b>

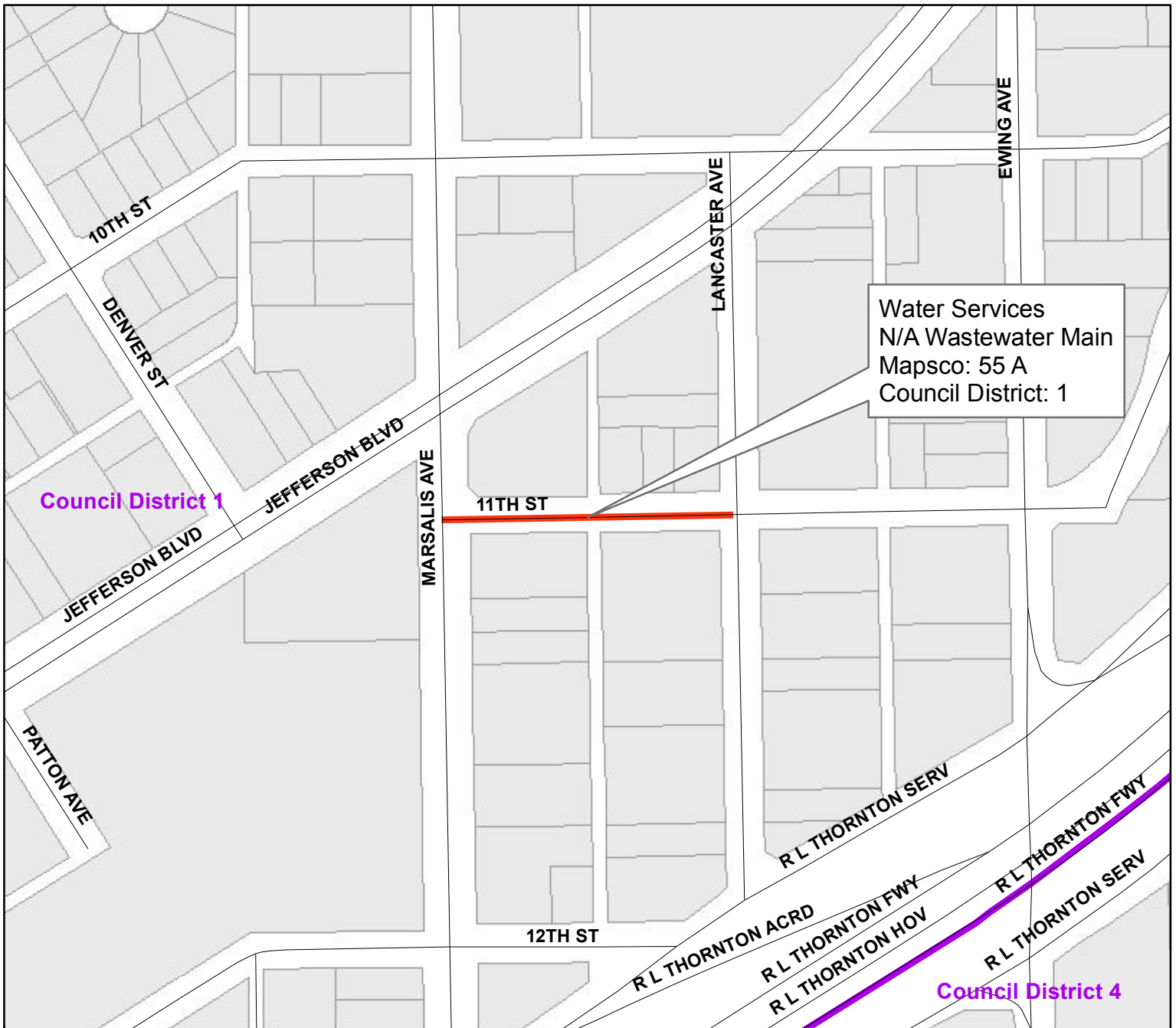
# BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

## Page 2

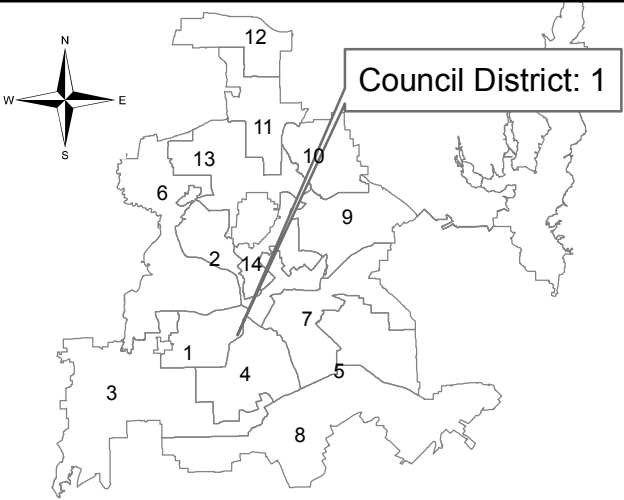
### TOTAL M/WBE CONTRACT PARTICIPATION

	<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	\$230,000.00	8.30%	\$230,000.00	1.87%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$1,957,000.00	70.59%	\$2,935,100.00	23.88%
Total	<u>\$2,187,000.00</u>	<u>78.89%</u>	<u>\$3,165,100.00</u>	<u>25.75%</u>

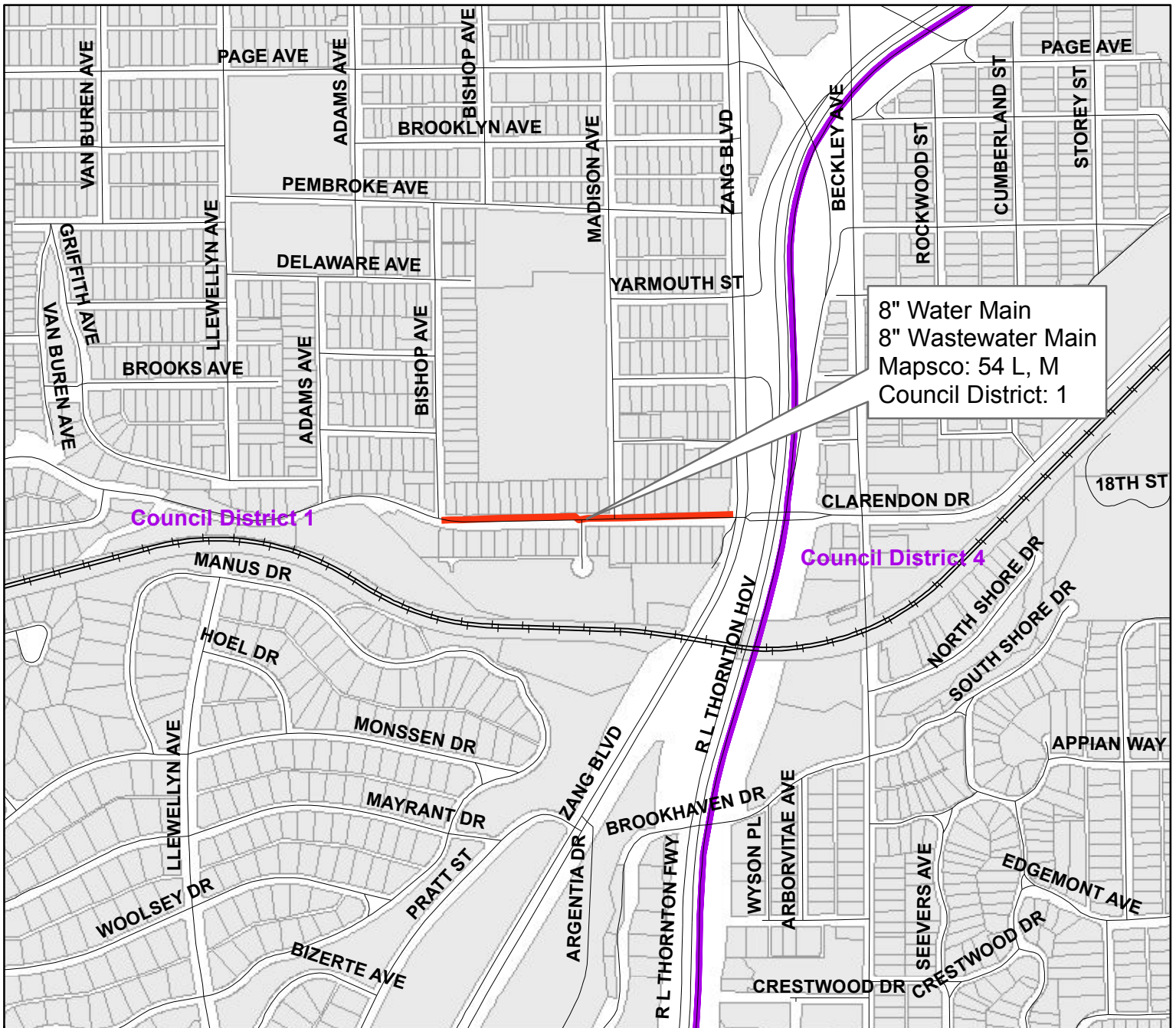




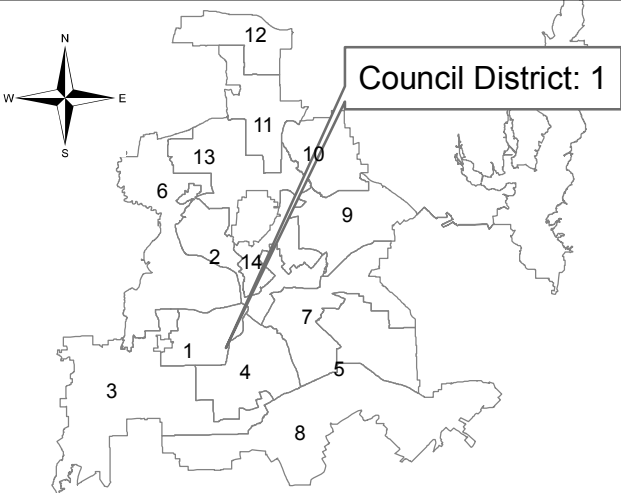
11th Street  
from Marsalis Avenue to Lancaster Avenue



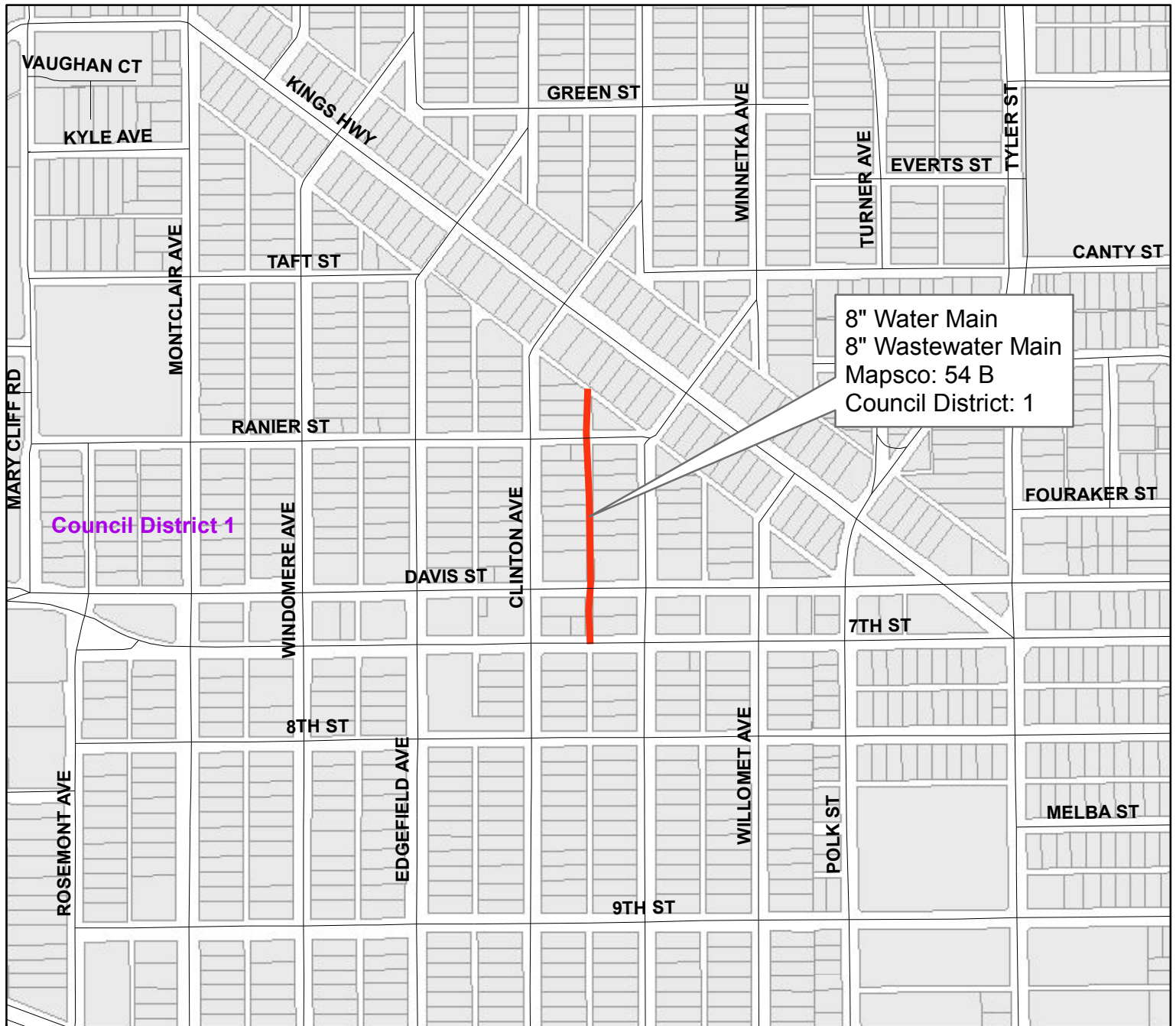
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



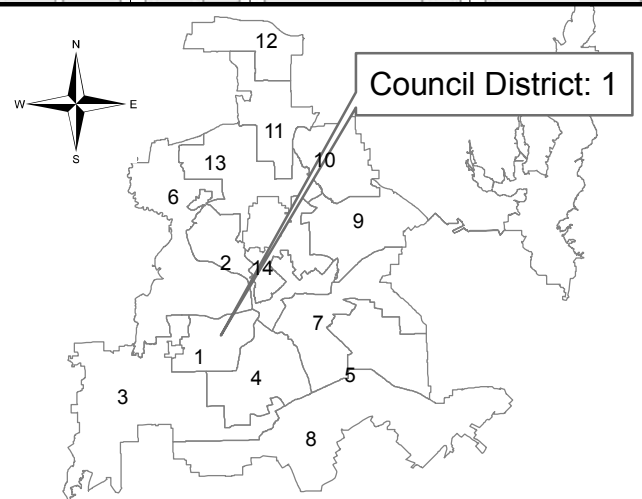
Clarendon Drive  
from Bishop Avenue to Zang Boulevard



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

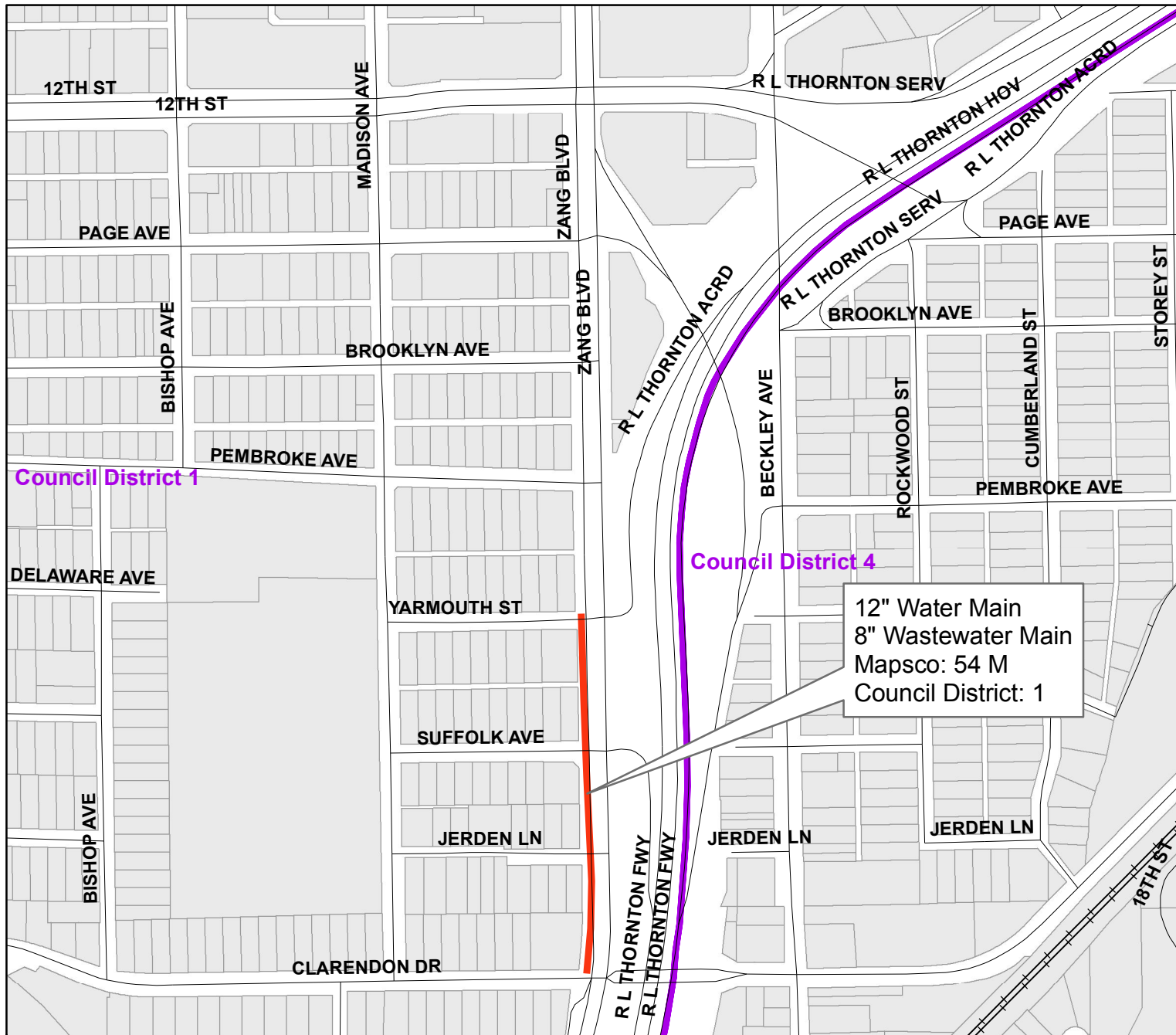


Alley between Clinton Avenue and Winnetka Avenue  
from 7th Street north

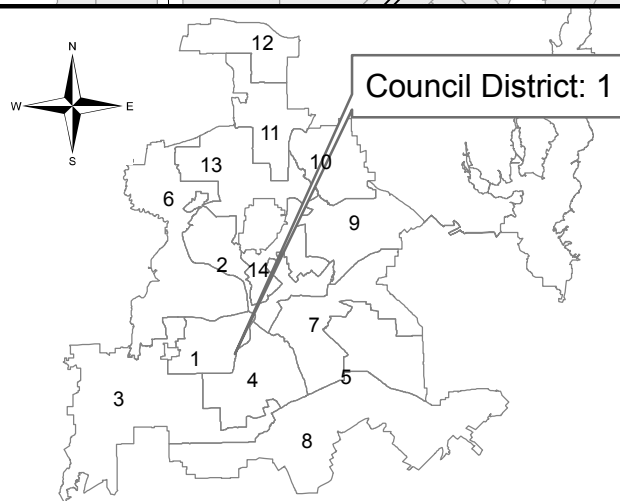


**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**





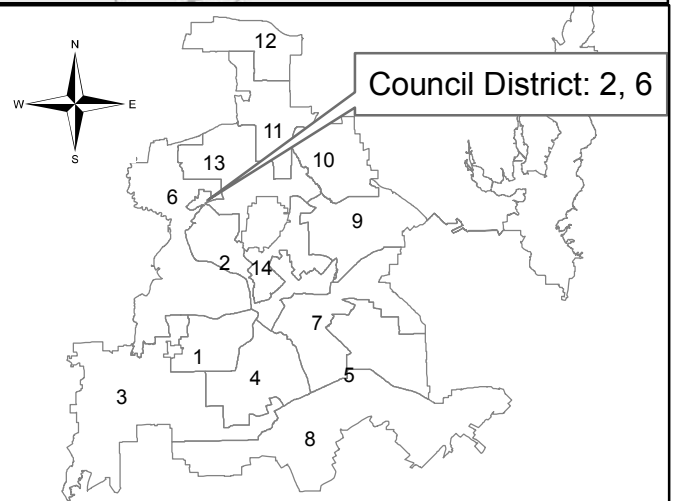
Zang Boulevard  
from Clarendon Drive to Yarmouth Street



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



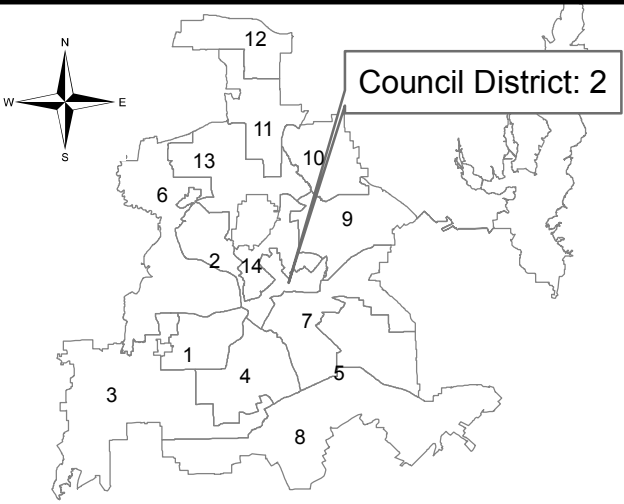
Hawick Lane  
from Mixon Drive to Admiral Drive



**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

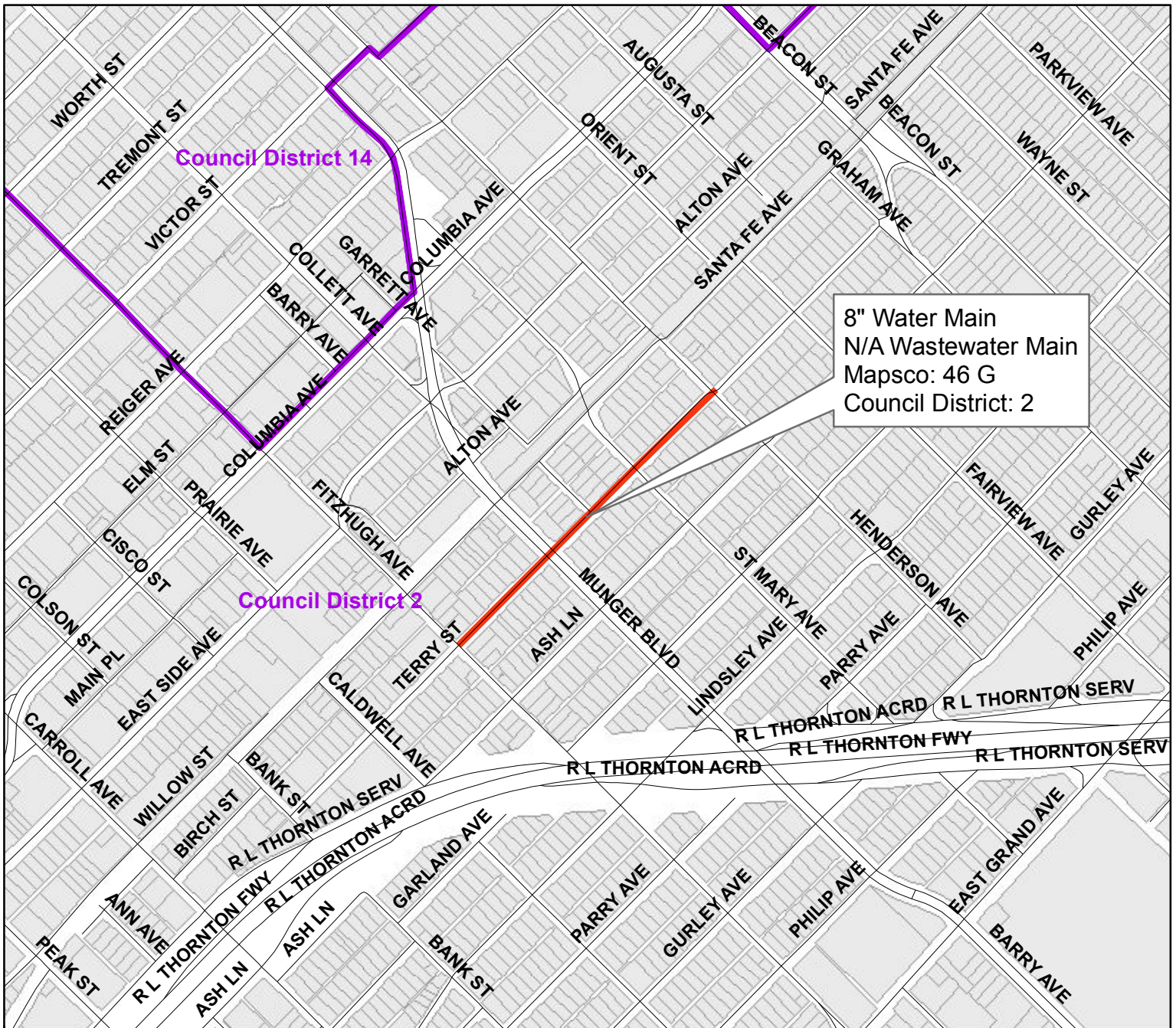


Santa Fe Avenue  
from Bank Street northeast

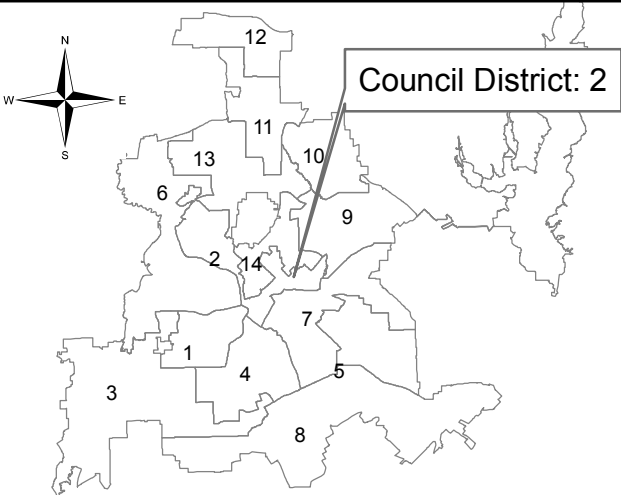


**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**





Terry Street  
from Fitzhugh Avenue to Henderson Avenue

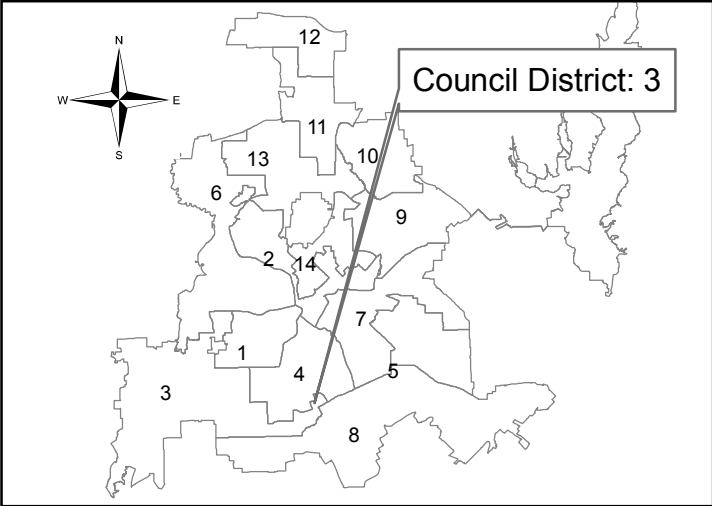






8" Water Main  
 8" Wastewater Main  
 Mapsco: 65 G  
 Council District: 3

Bartlett Avenue  
 from Atlas Drive to Kingsley Drive



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



ILLINOIS AVE

Council District 1

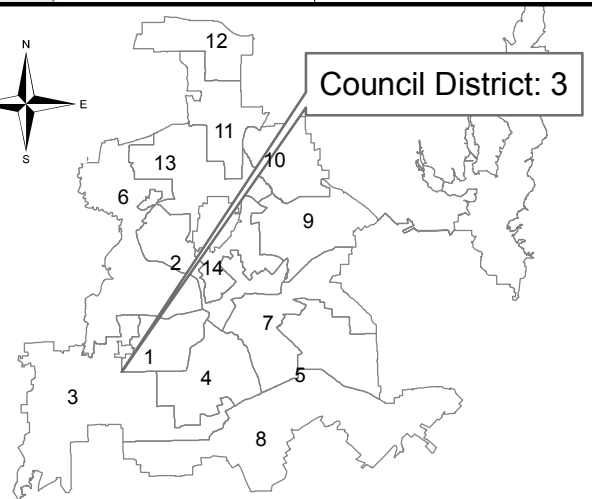
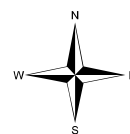
Council District 3

ILLINOIS AVE

COCKRELL HILL RD

20" Water Valve  
N/A Wastewater Main  
Mapsco: 52 V  
Council District: 3

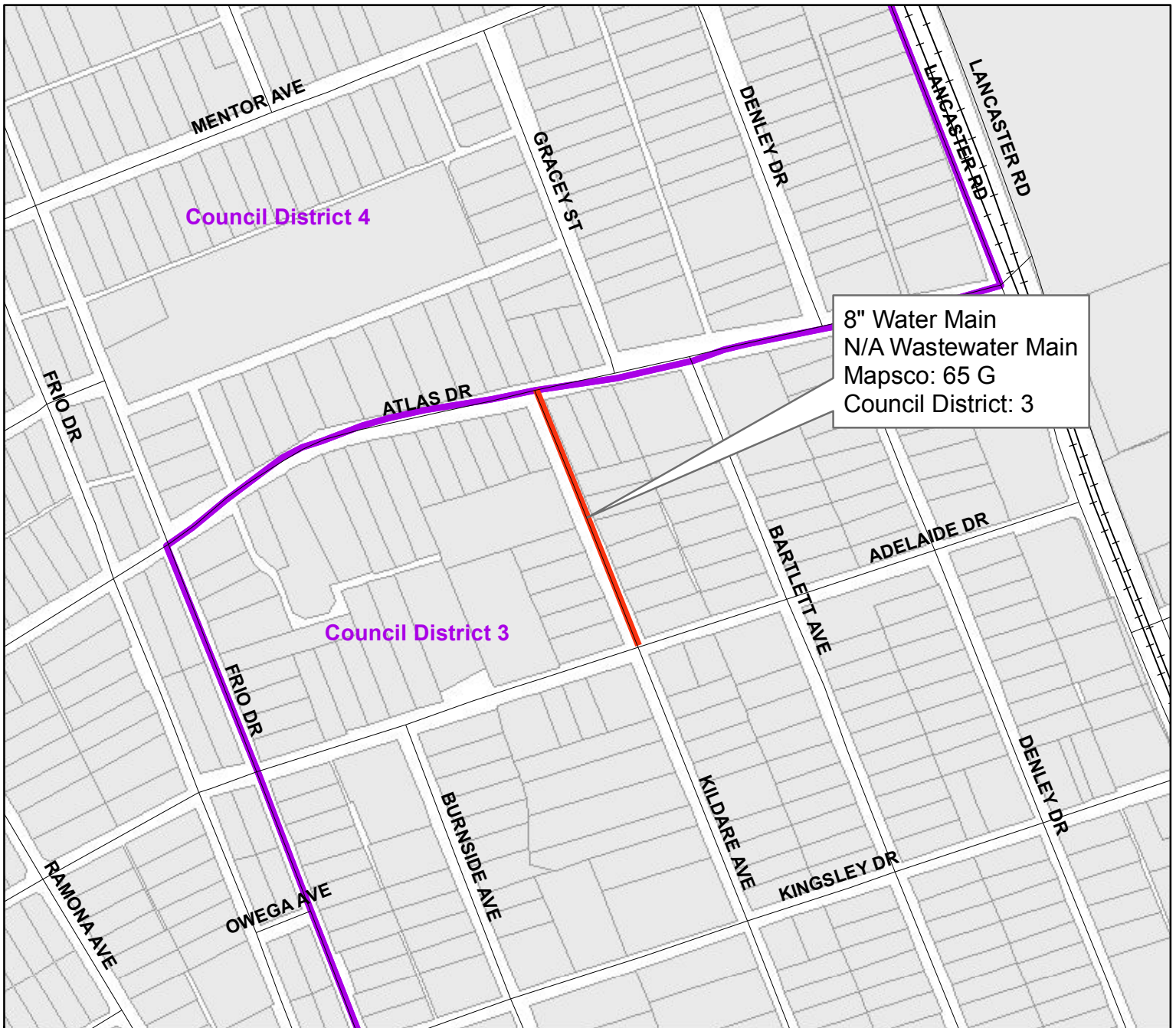
Illinois Avenue  
west of Cockrell Hill Road



**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

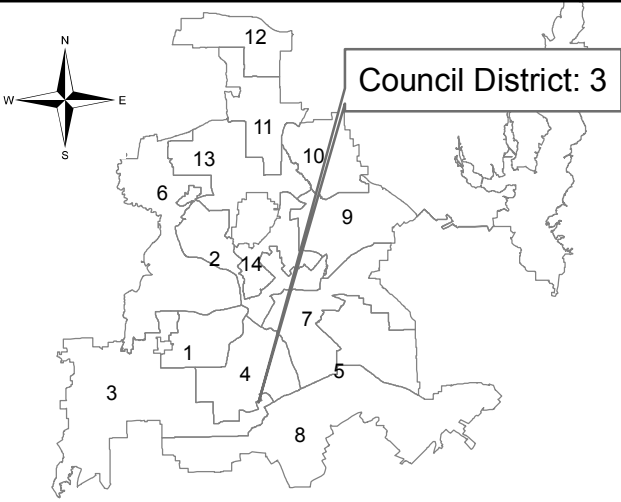
PID: 5725

Segment 9 of 46



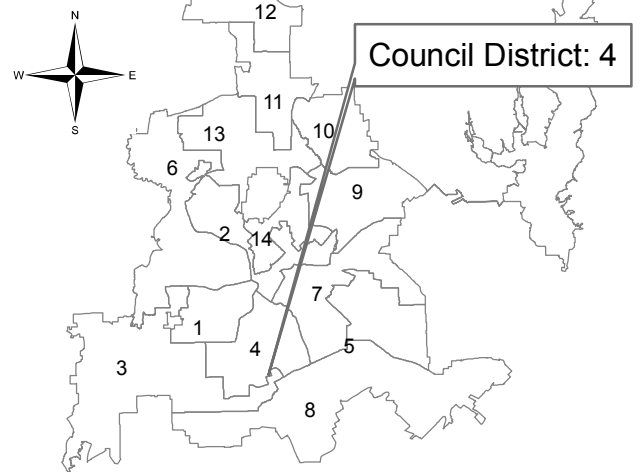
8" Water Main  
N/A Wastewater Main  
Mapsc0: 65 G  
Council District: 3

Kildare Avenue  
from Atlas Drive to Adelaide Drive





Gracey Street  
from Mentor Avenue to Atlas Drive

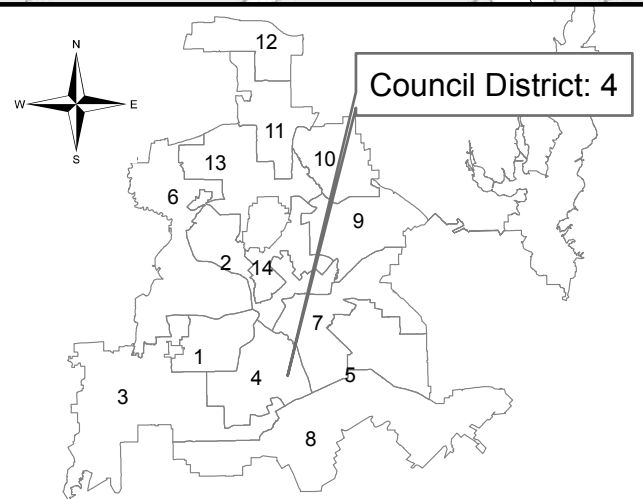


**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
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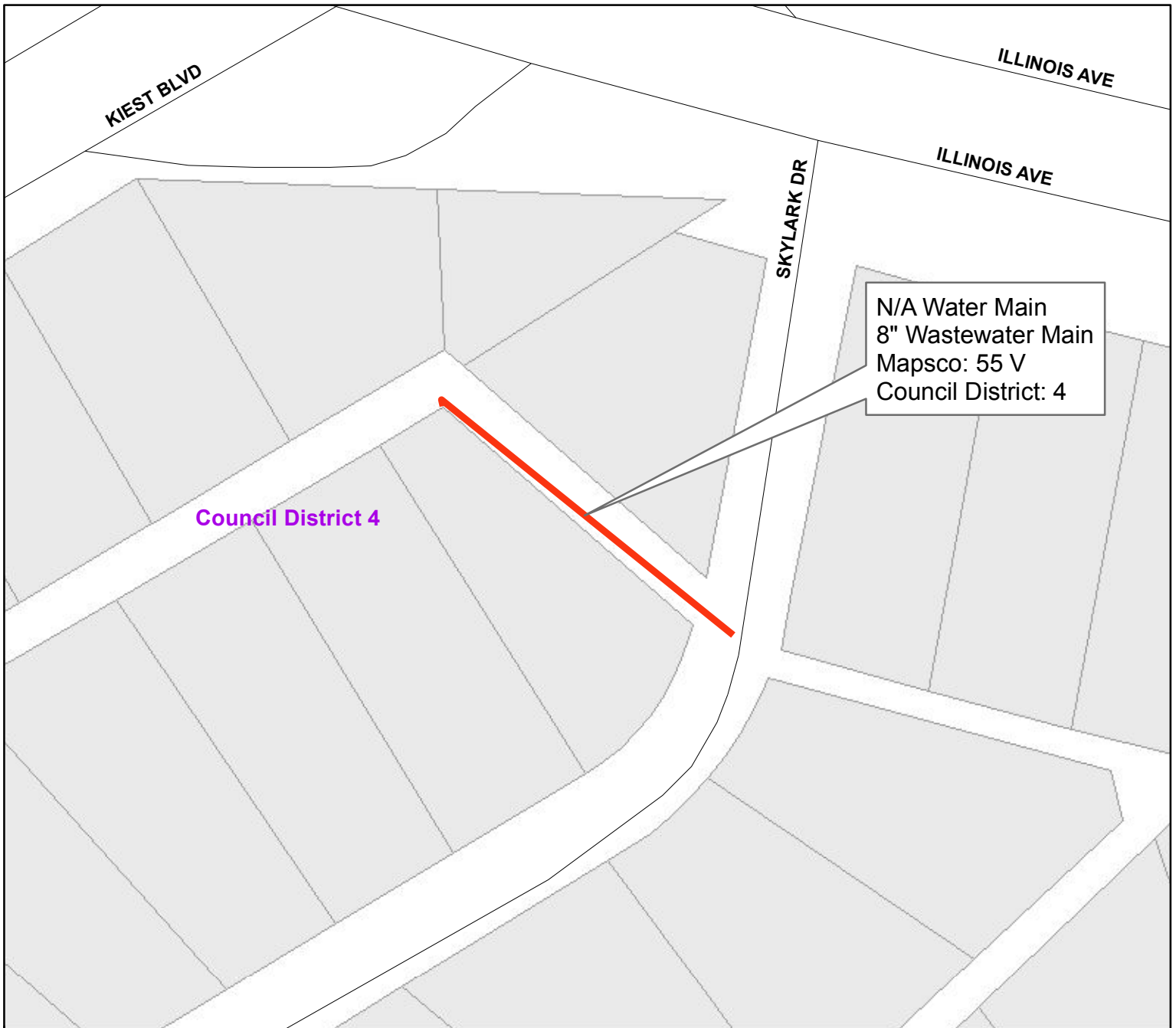




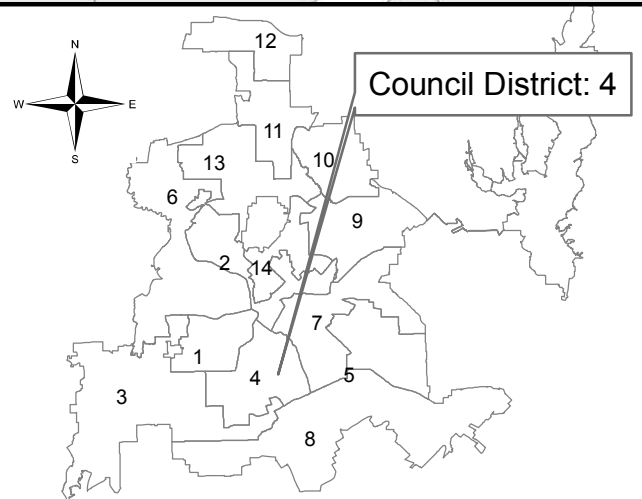
Alley between Illinois Avenue and Eagle Drive  
from Eagle Drive north



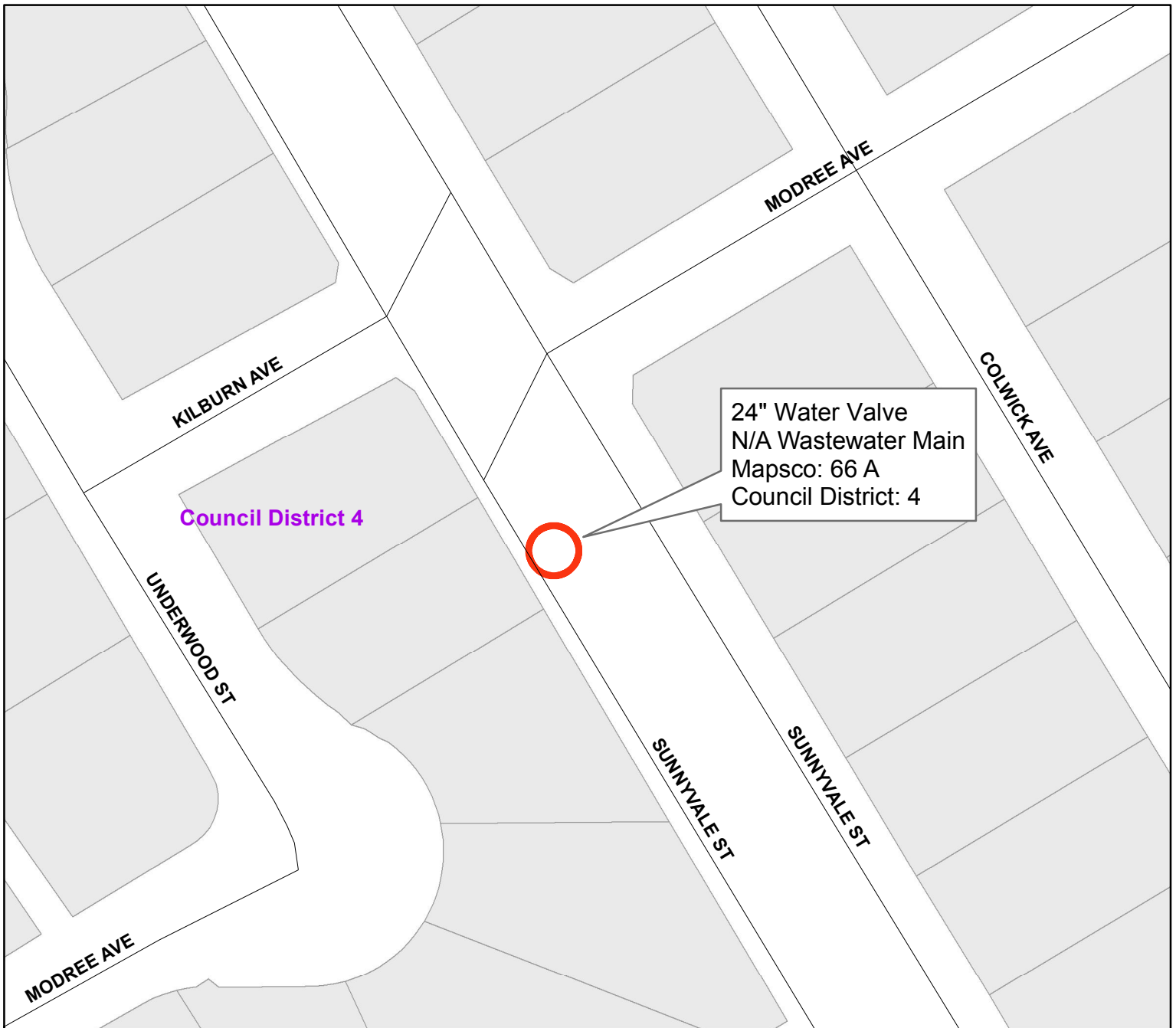
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
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**at 46 Locations**



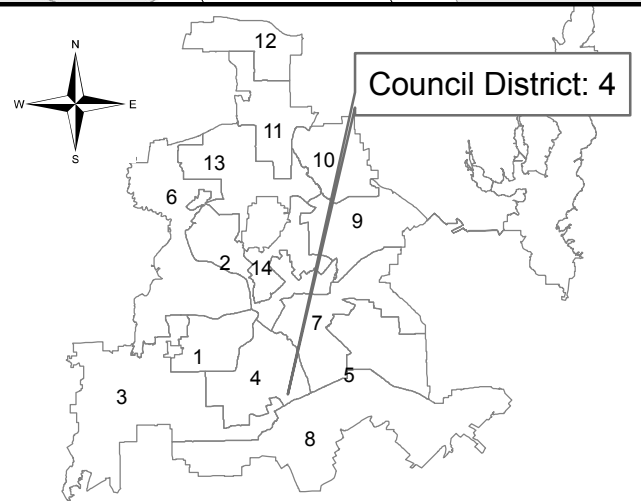
Alley between Kiest Boulevard and Skylark Drive  
from Skylark Drive northwest



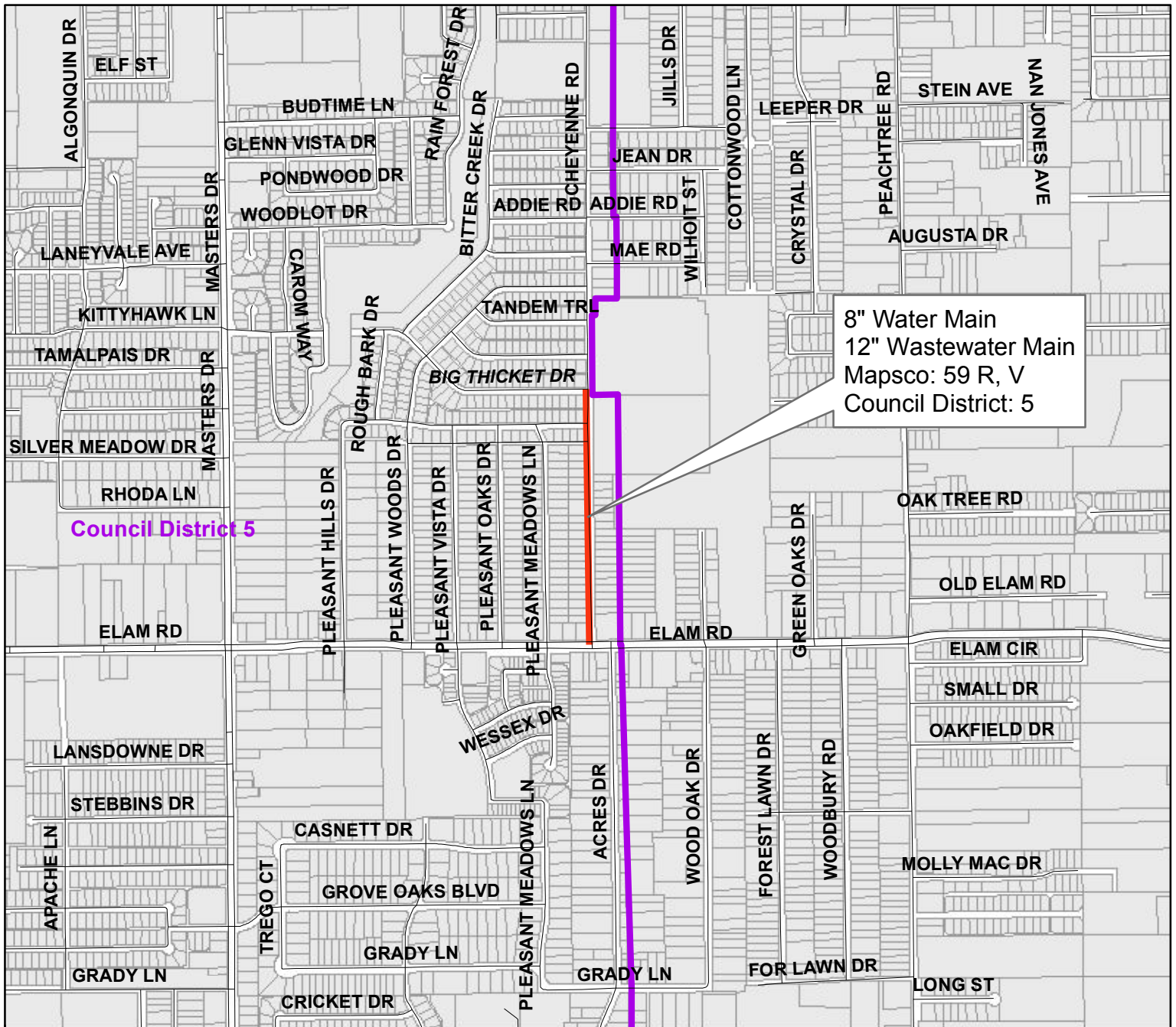
**Dallas Water Utilities**  
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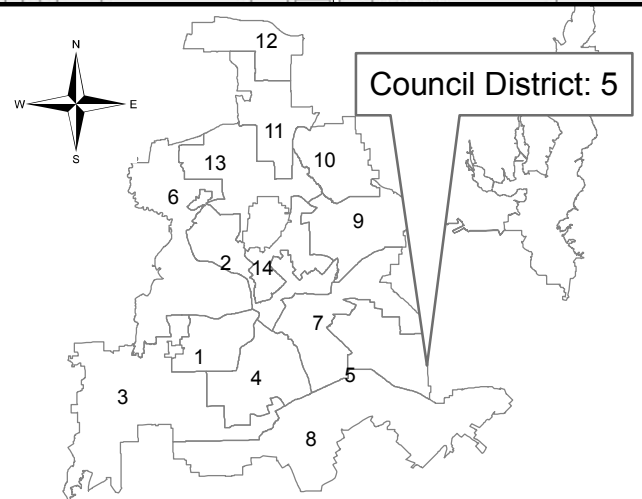
Sunnyvale Street  
southeast of Kilburn Avenue



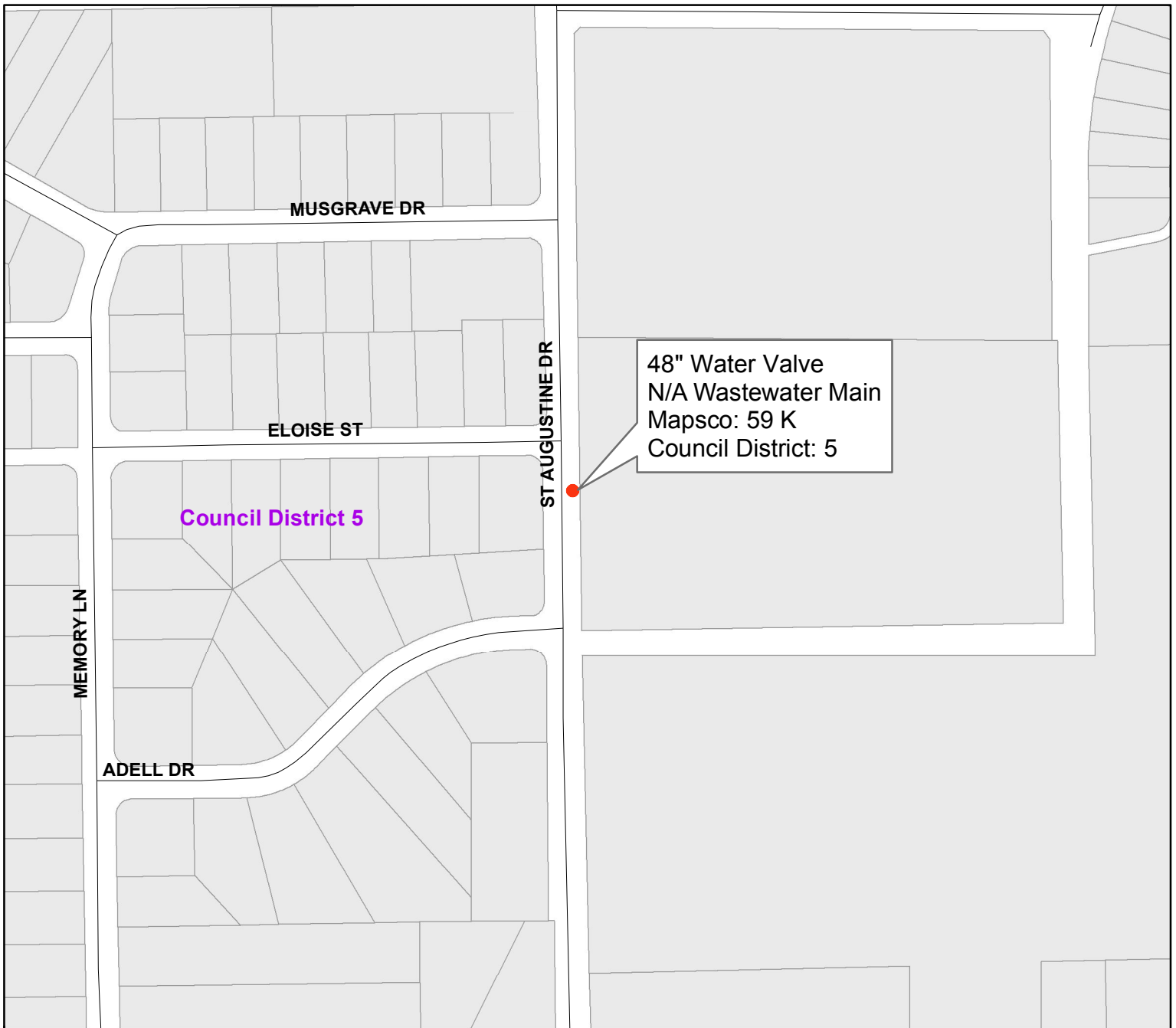
**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**



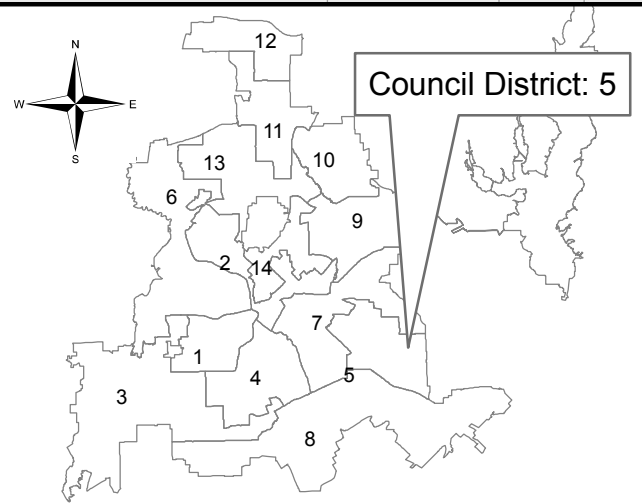
Cheyenne Road  
from Elam Road to Big Thicket Drive



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

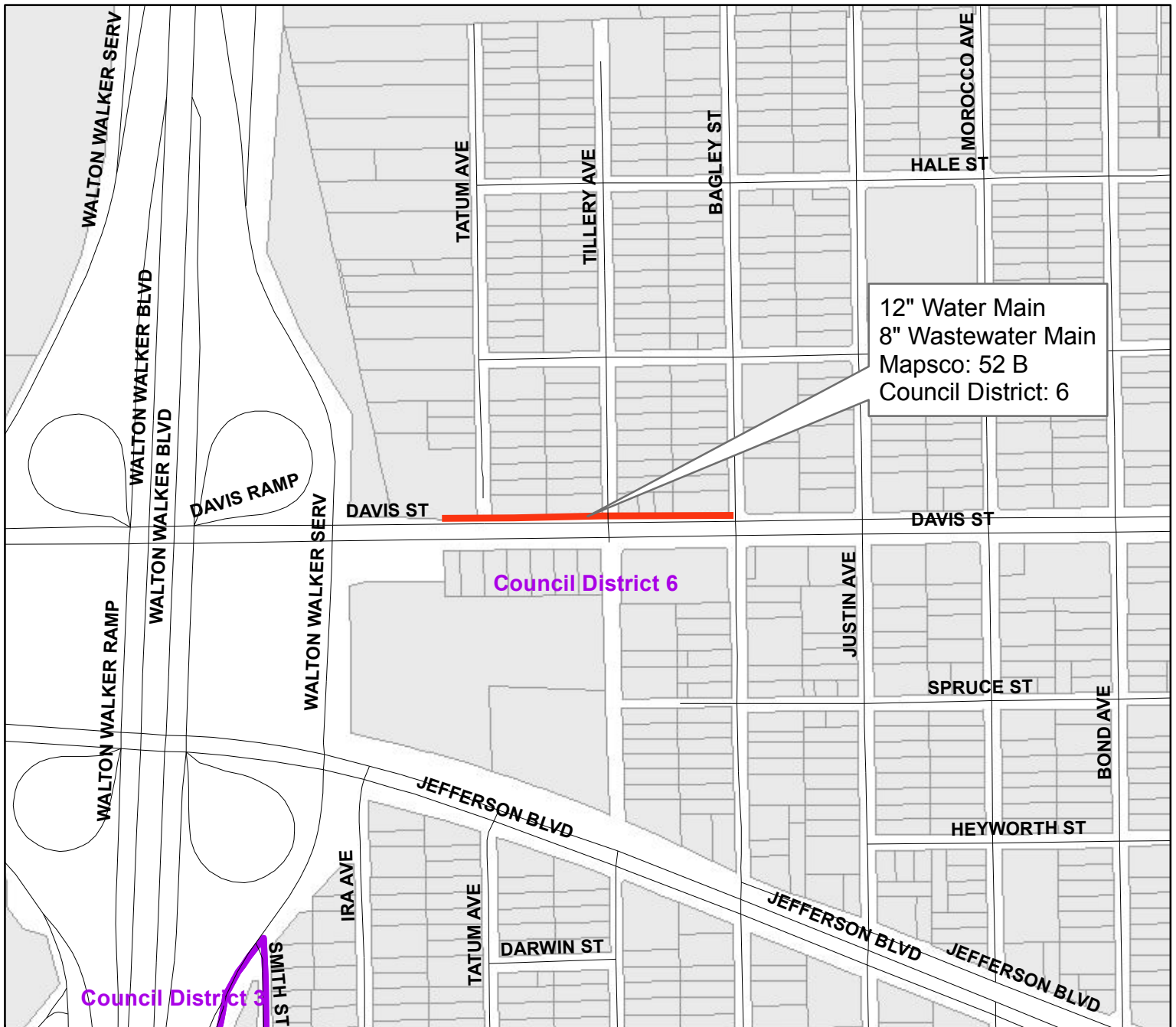


St. Augustine Drive  
south of Eloise Street

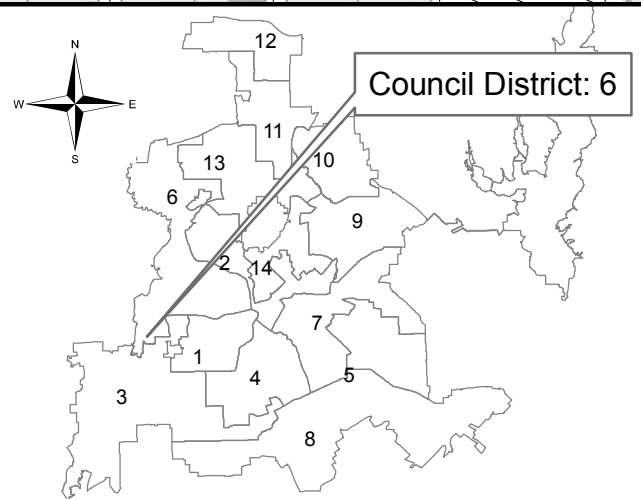


**Dallas Water Utilities**  
**Contract No. 15-175/176**  
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**at 46 Locations**

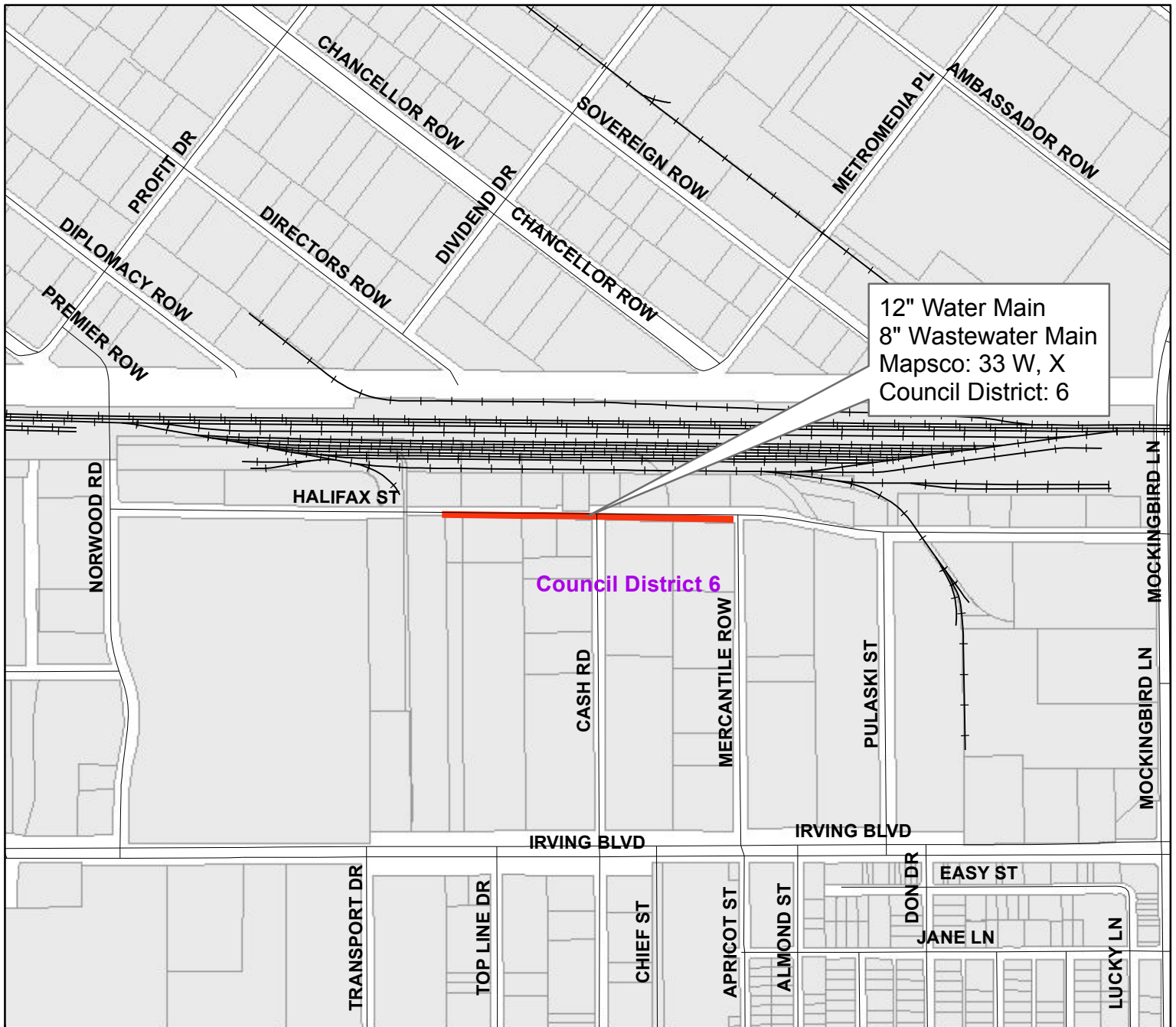




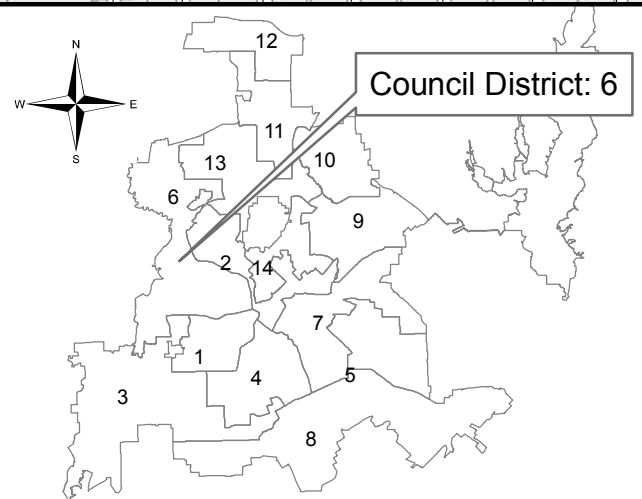
Davis Street  
from Bagley Street west



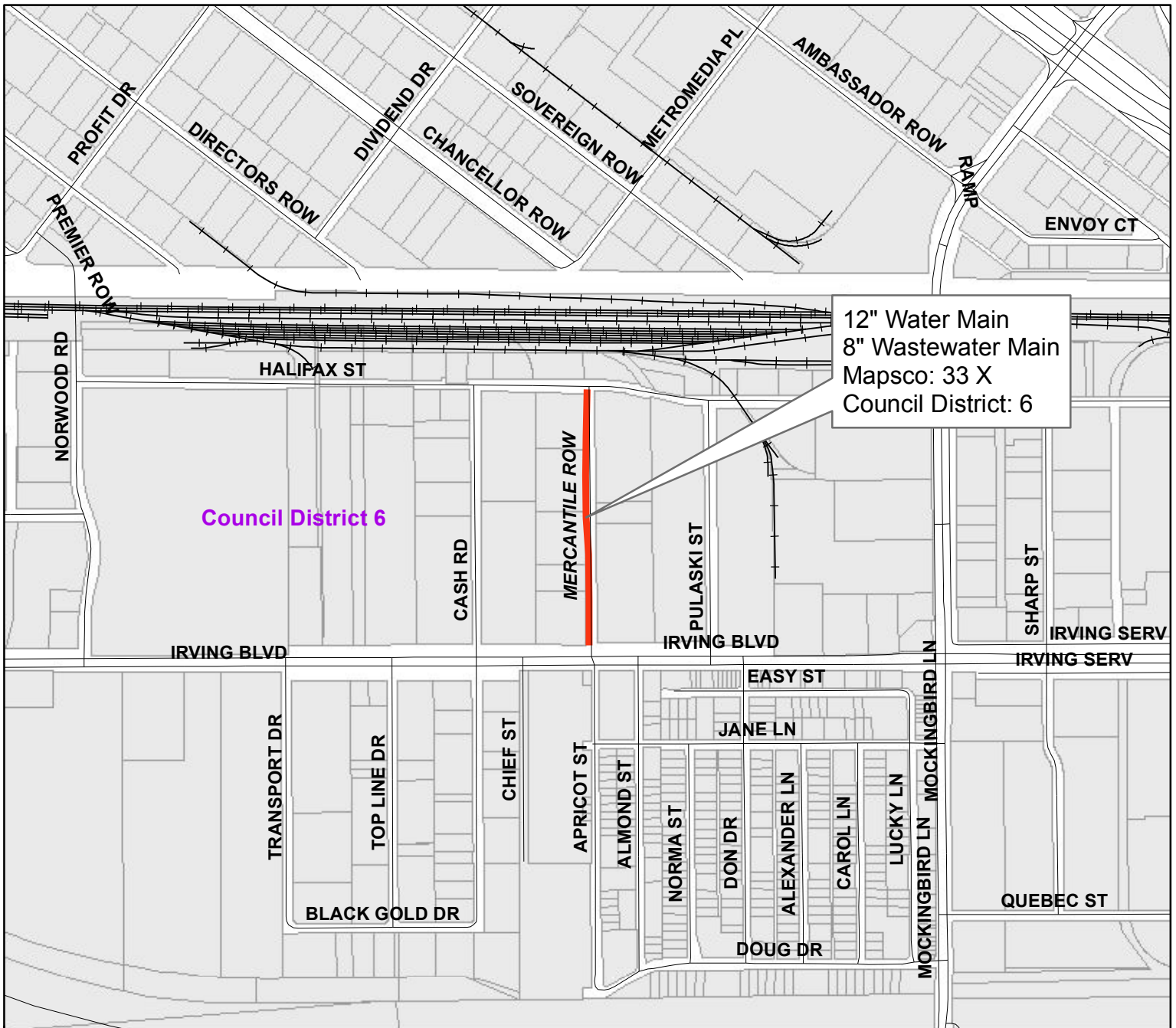
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



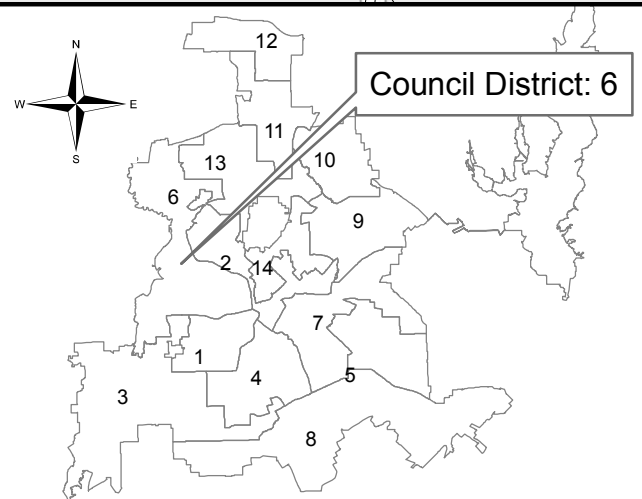
Halifax Street  
from Mercantile Row west



**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

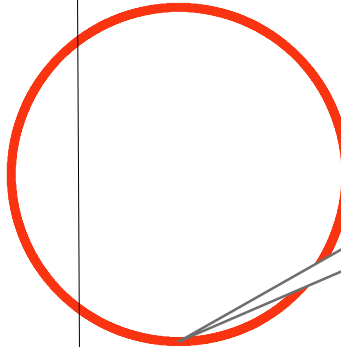


Mercantile Row  
from Halifax Street to Irving Boulevard



**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

Council District 6

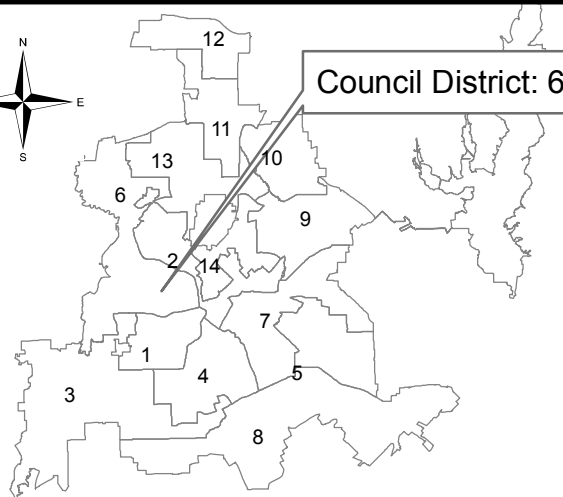
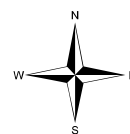


36" Water Valve  
N/A Wastewater Main  
Mapsco: 44 J  
Council District: 6

VILBIG RD

SHAW ST

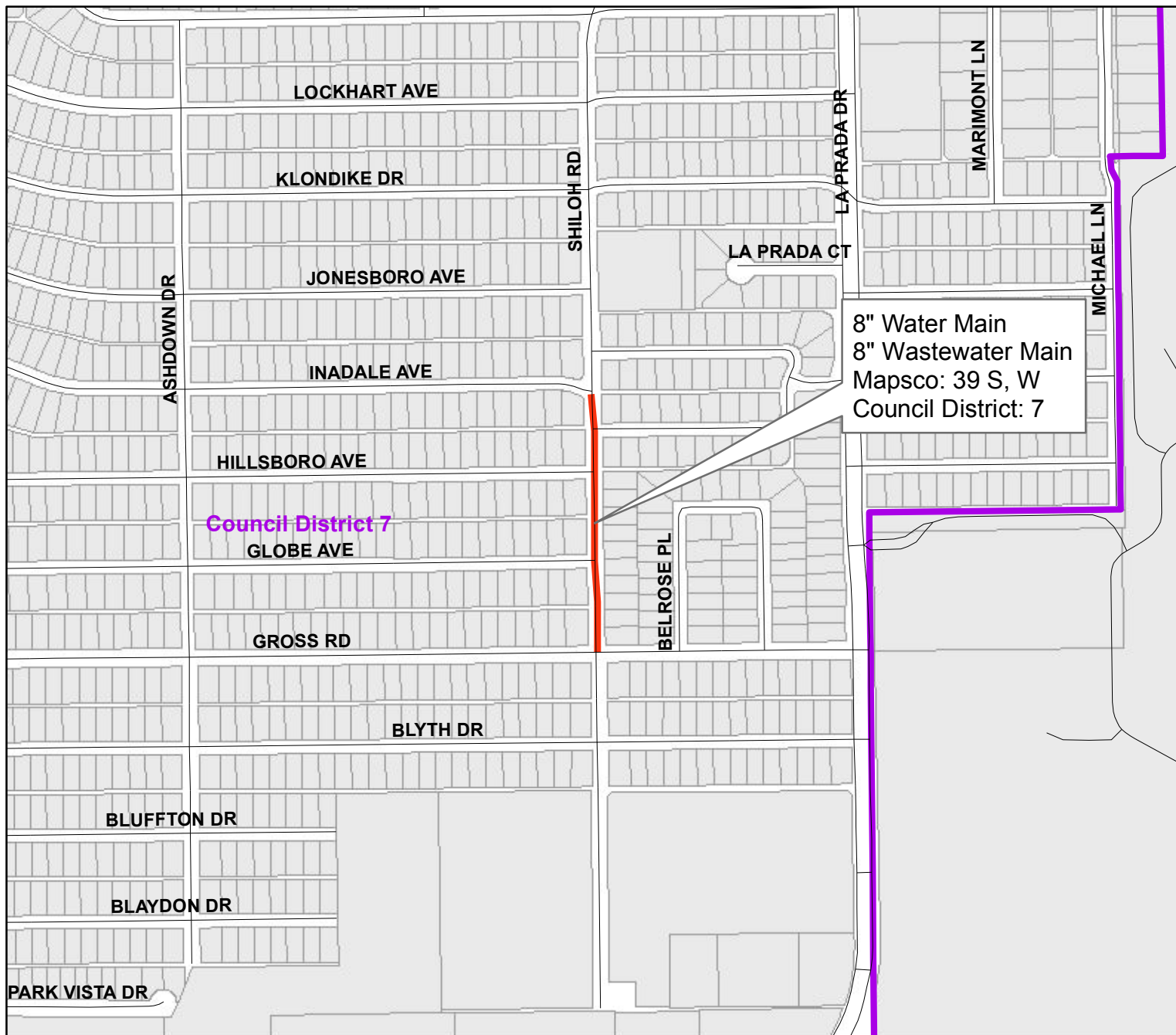
Vilbig Road  
north of Shaw Street



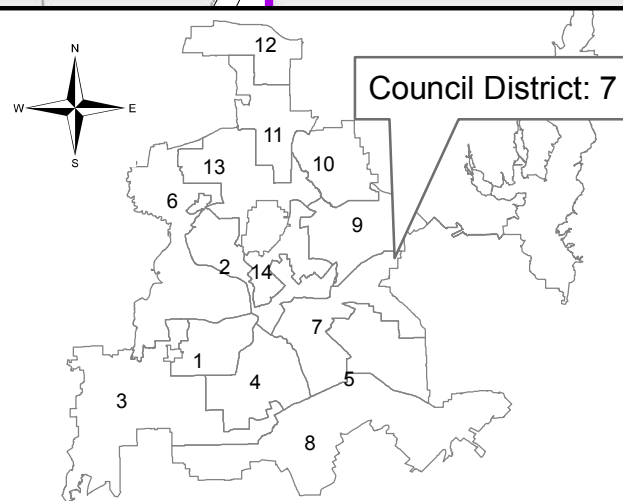
Council District: 6

**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**





Shiloh Road  
from Inadale Avenue to Gross Road

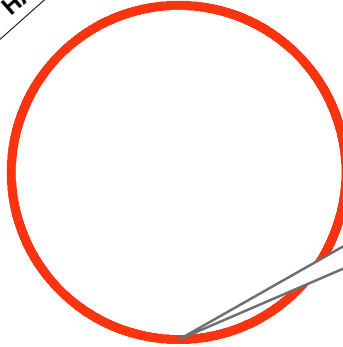


**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

HATCHER ST

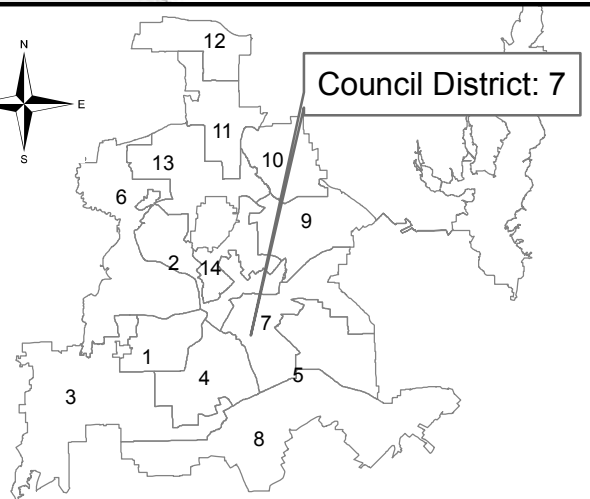
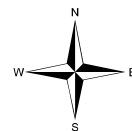
S.M. WRIGHT FREEWAY

Council District 7

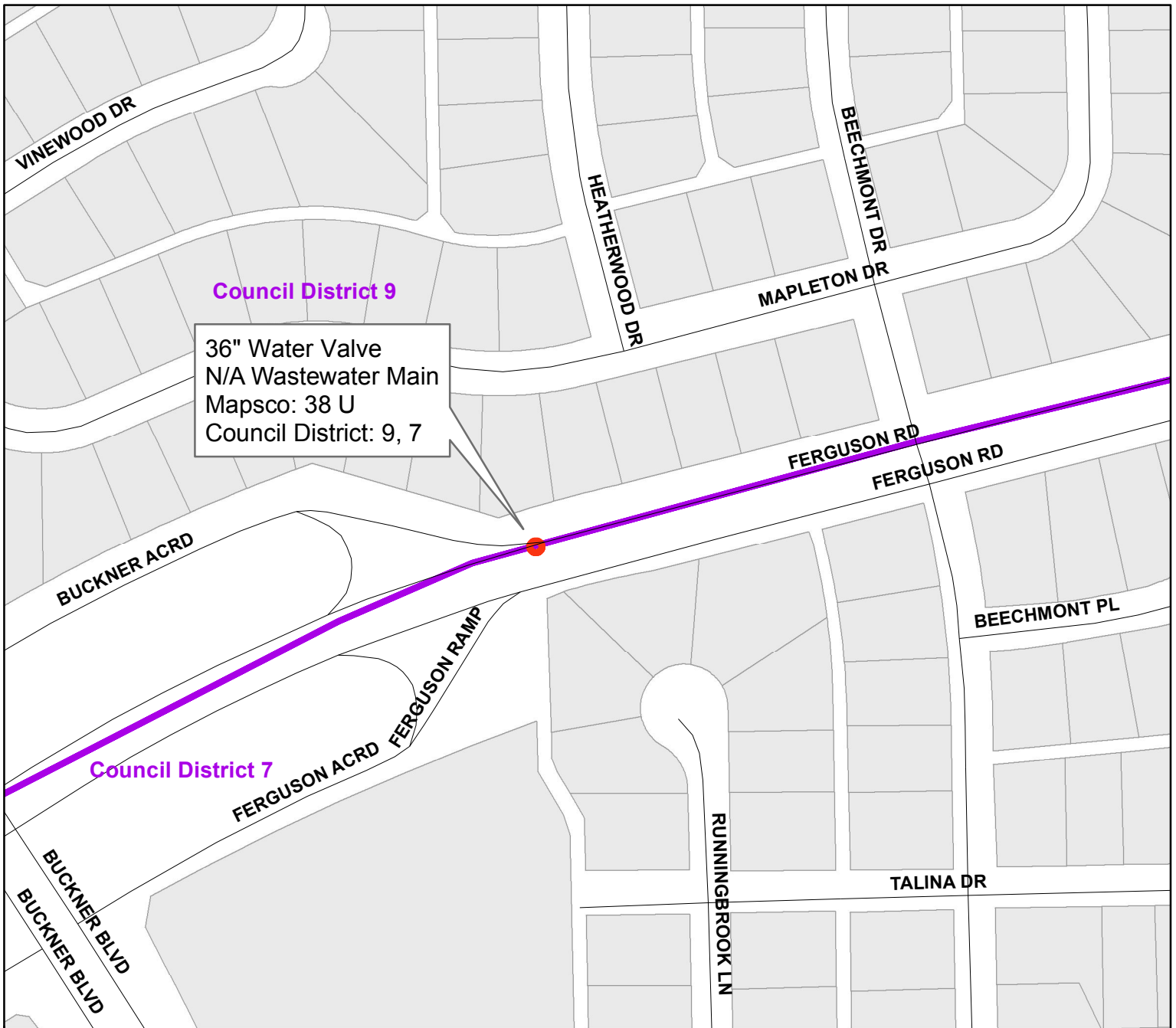


30" Water Valve  
N/A Wastewater Main  
Mapsc0: 56 C  
Council District: 7

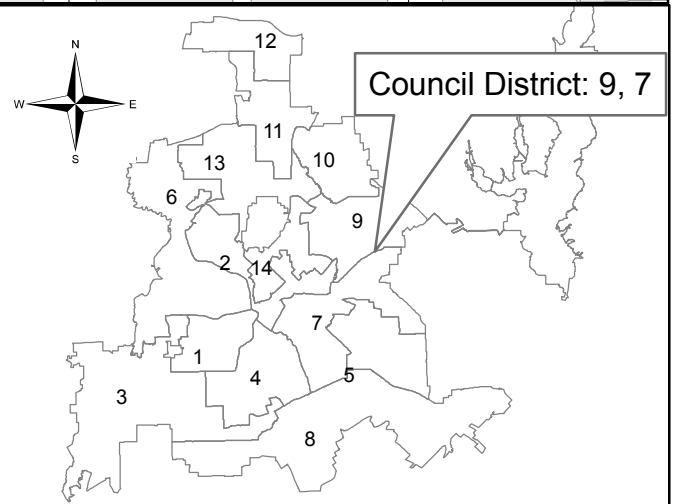
U.S. Highway 175 (S.M. Wright Freeway)  
at Hatcher Street



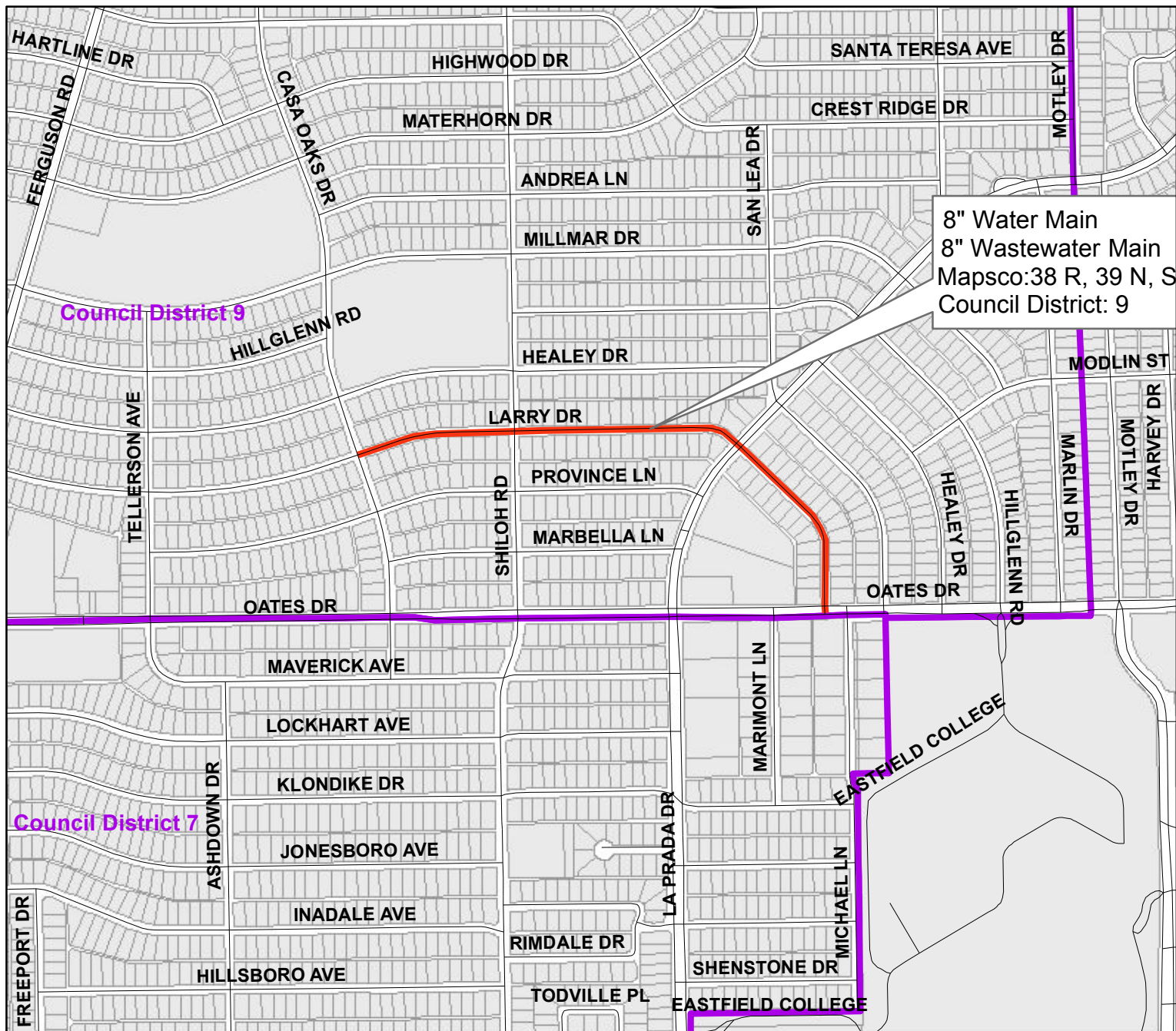
**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**



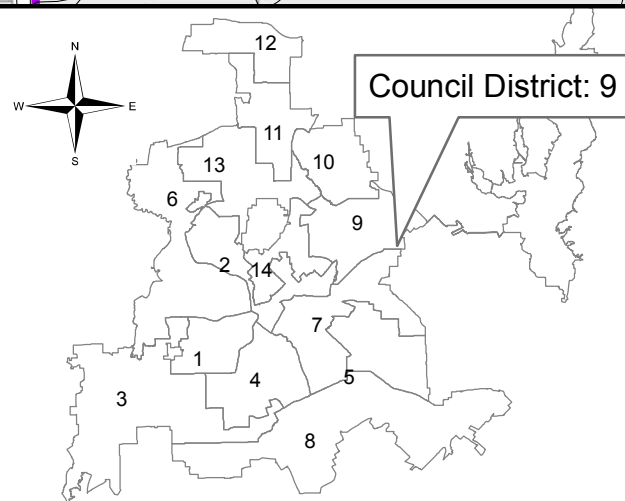
Ferguson Road  
west of Beechmont Drive



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

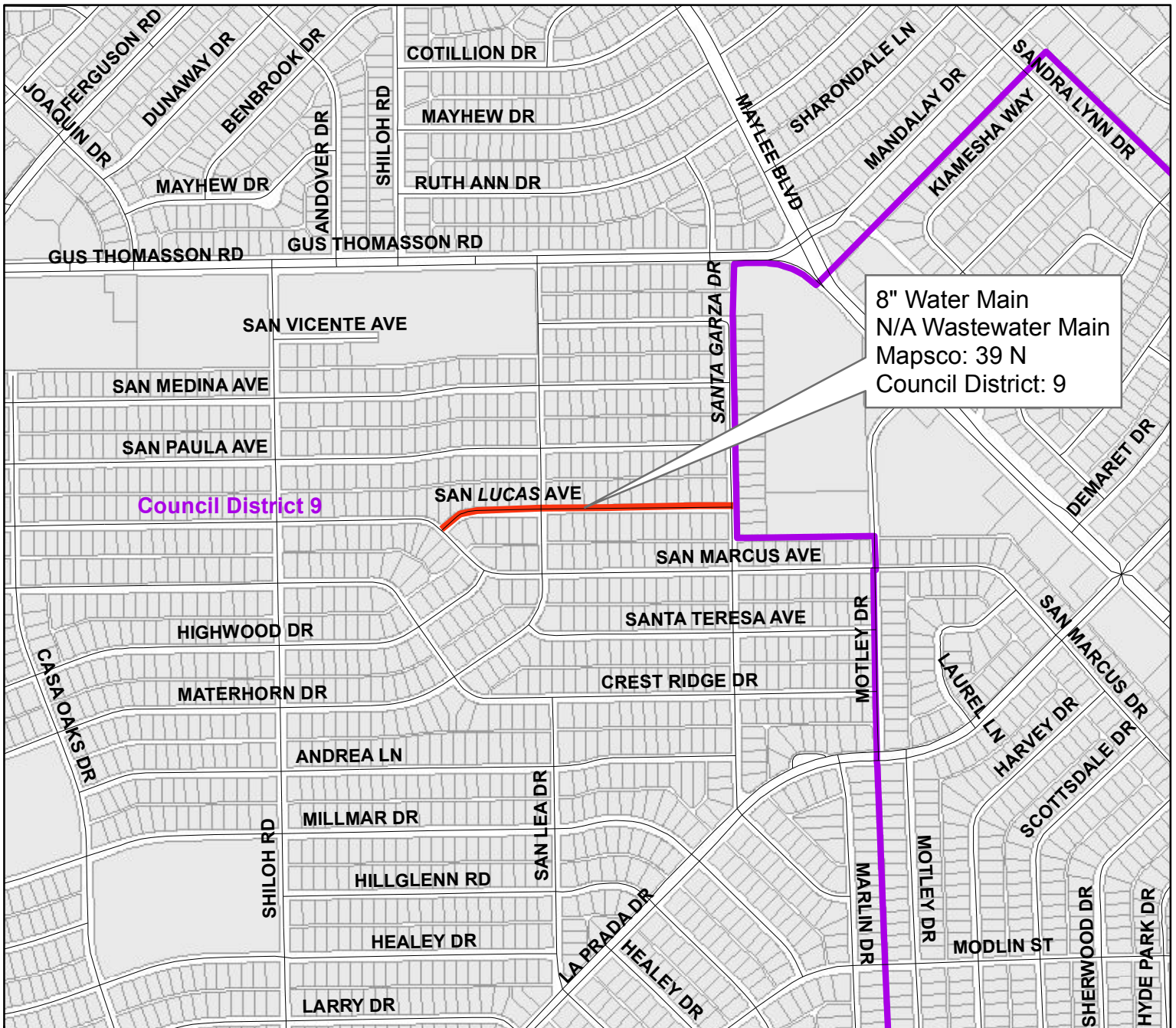


Larry Drive  
from Casa Oaks Drive to Oates Drive

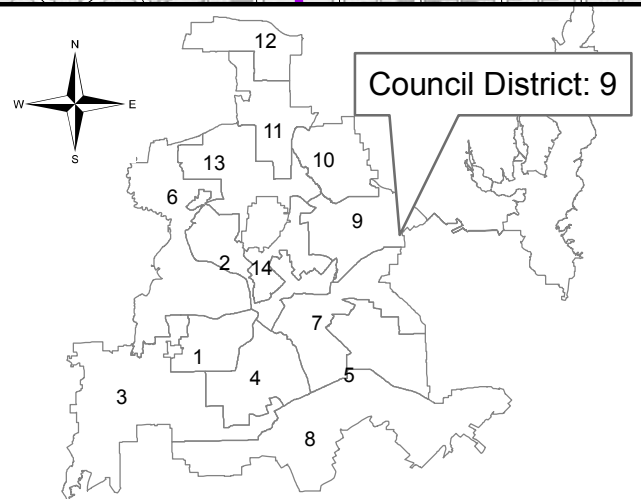


**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

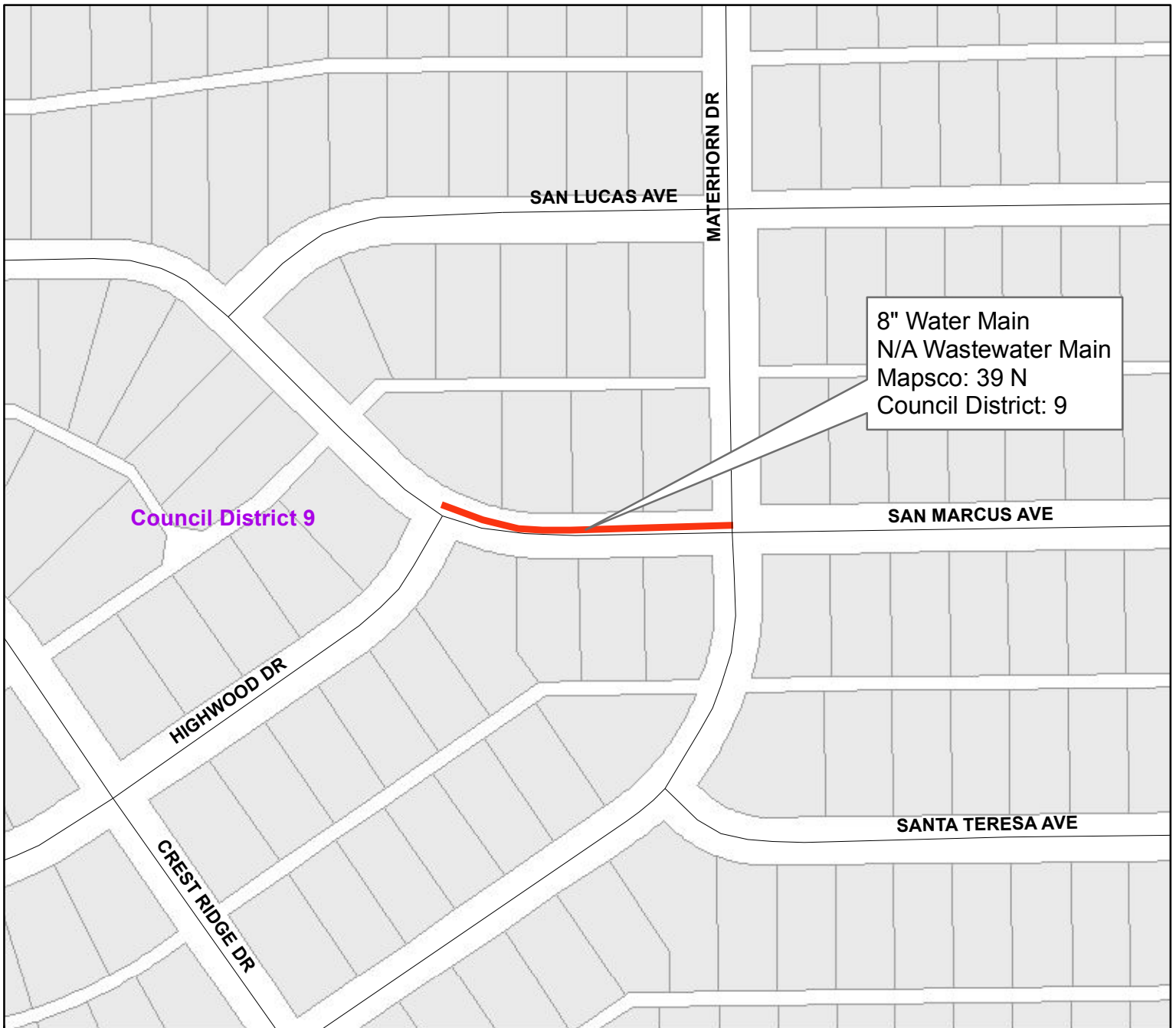




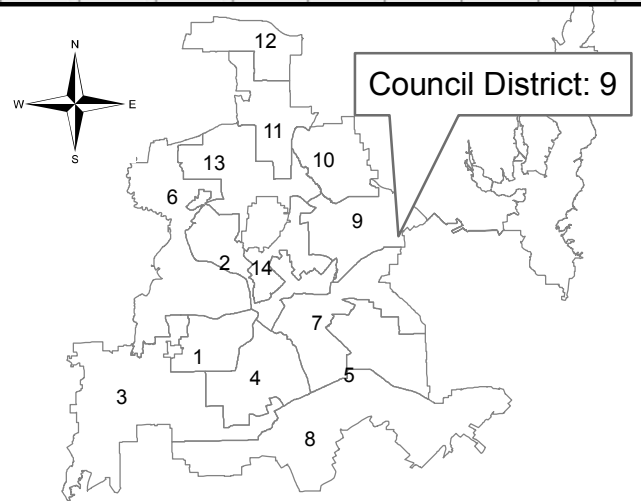
San Lucas Avenue  
from San Marcus Avenue to Santa Garza Drive



**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**



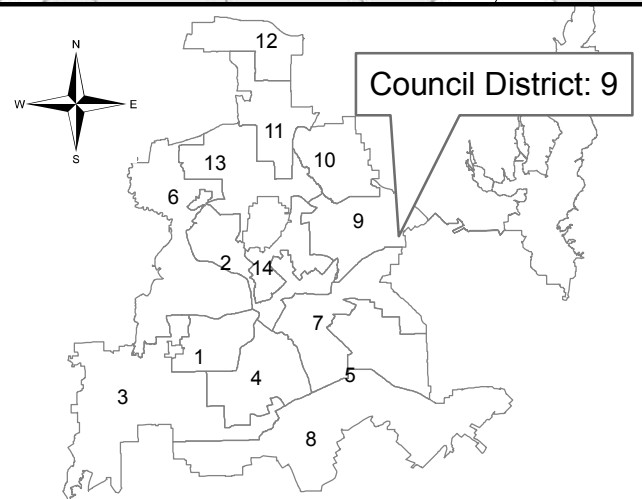
San Marcus Avenue  
from Highwood Drive to Materhorn Drive



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

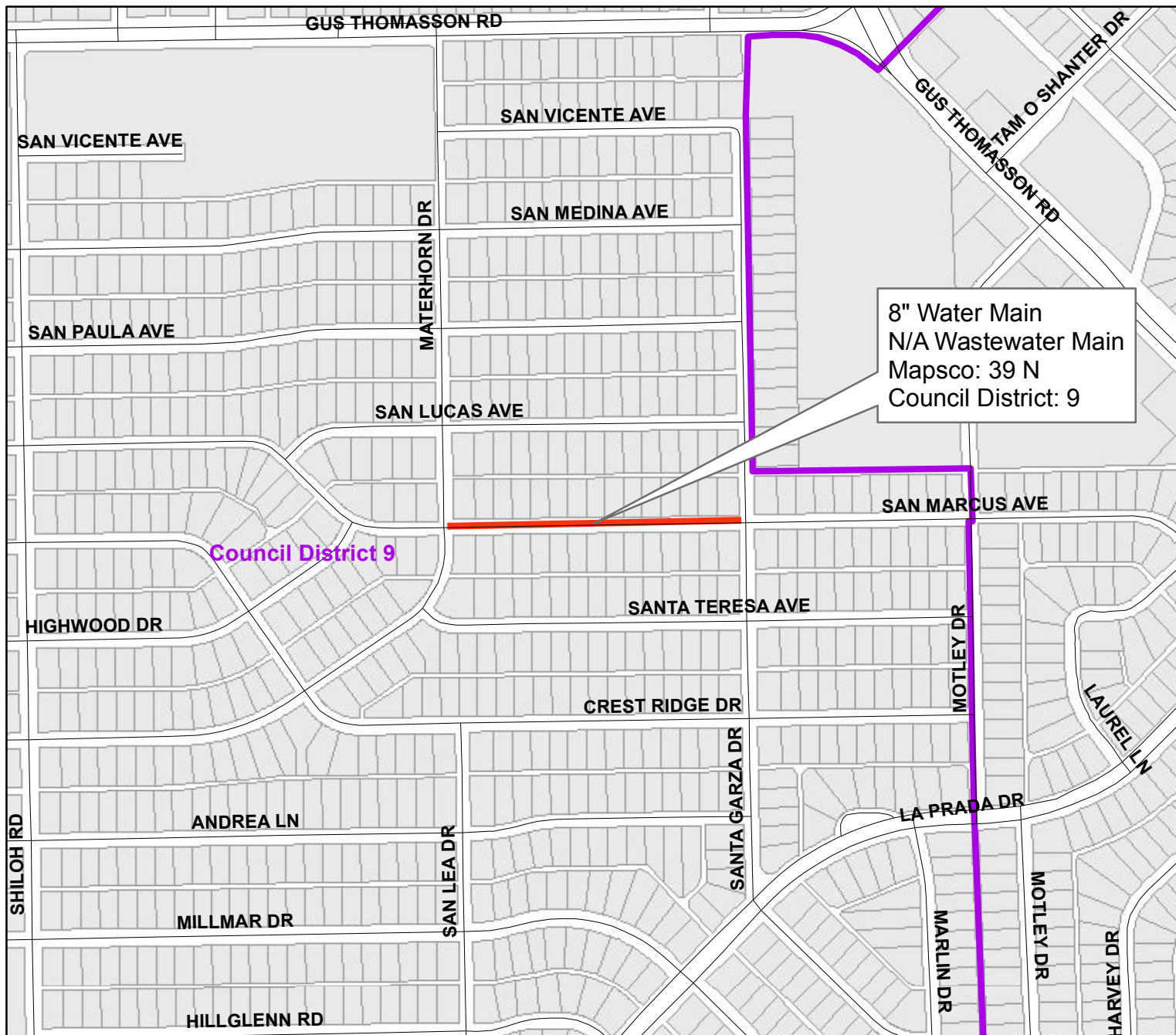


San Marcus Avenue  
from San Lucas Avenue to Highwood Drive

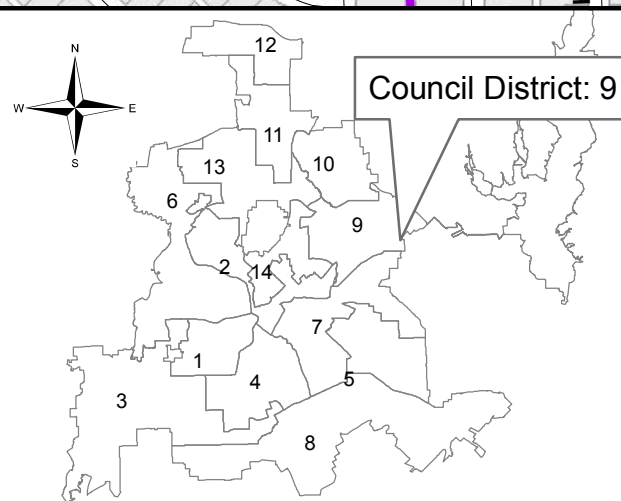


**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

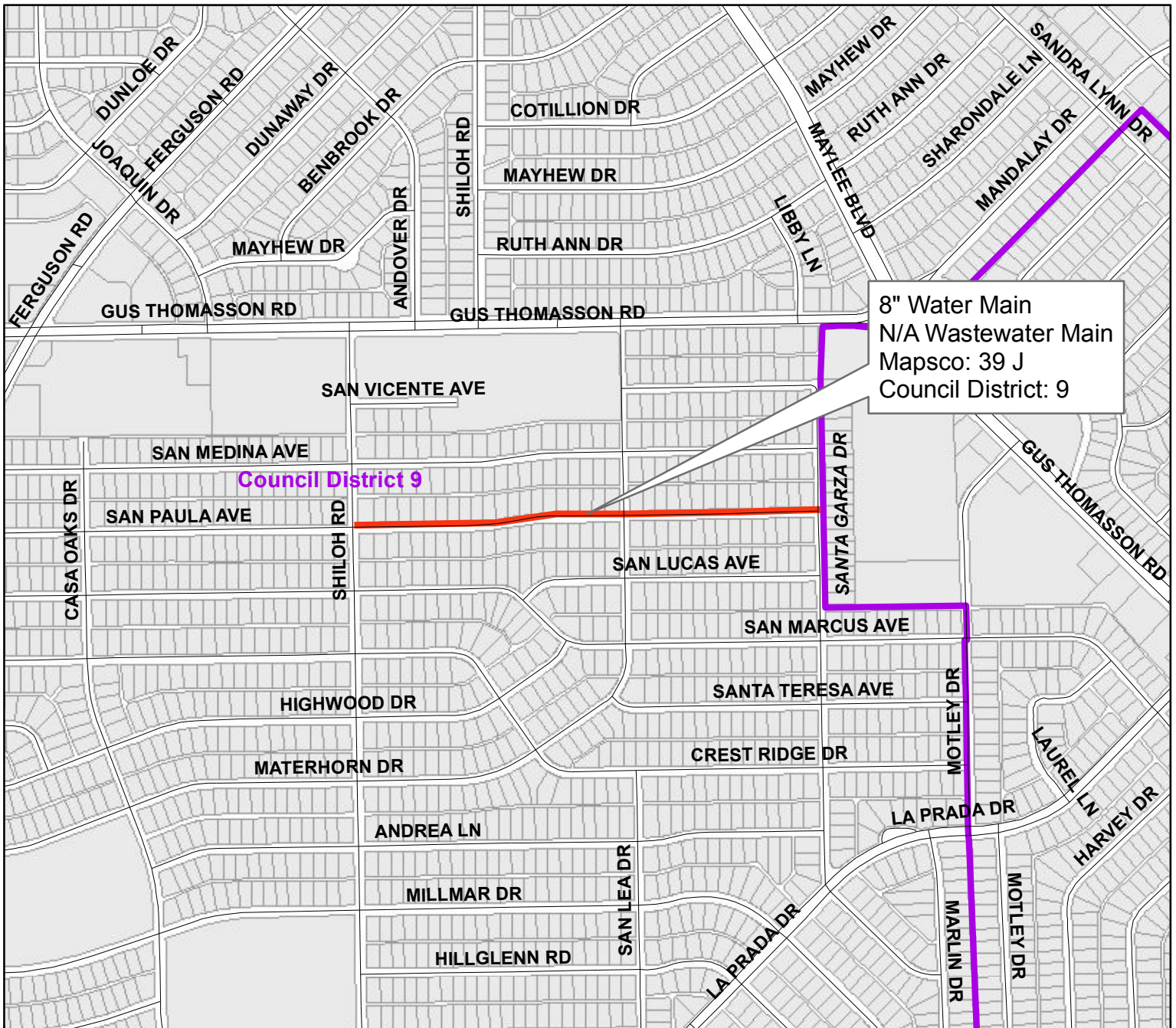




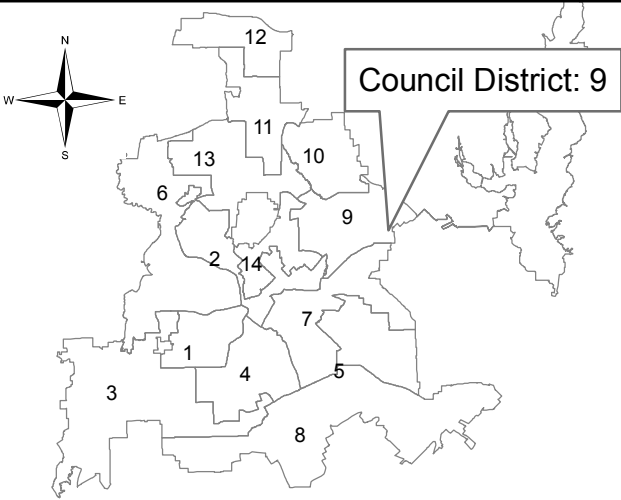
San Marcus Avenue  
from Materhorn Drive to Santa Garza Drive



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

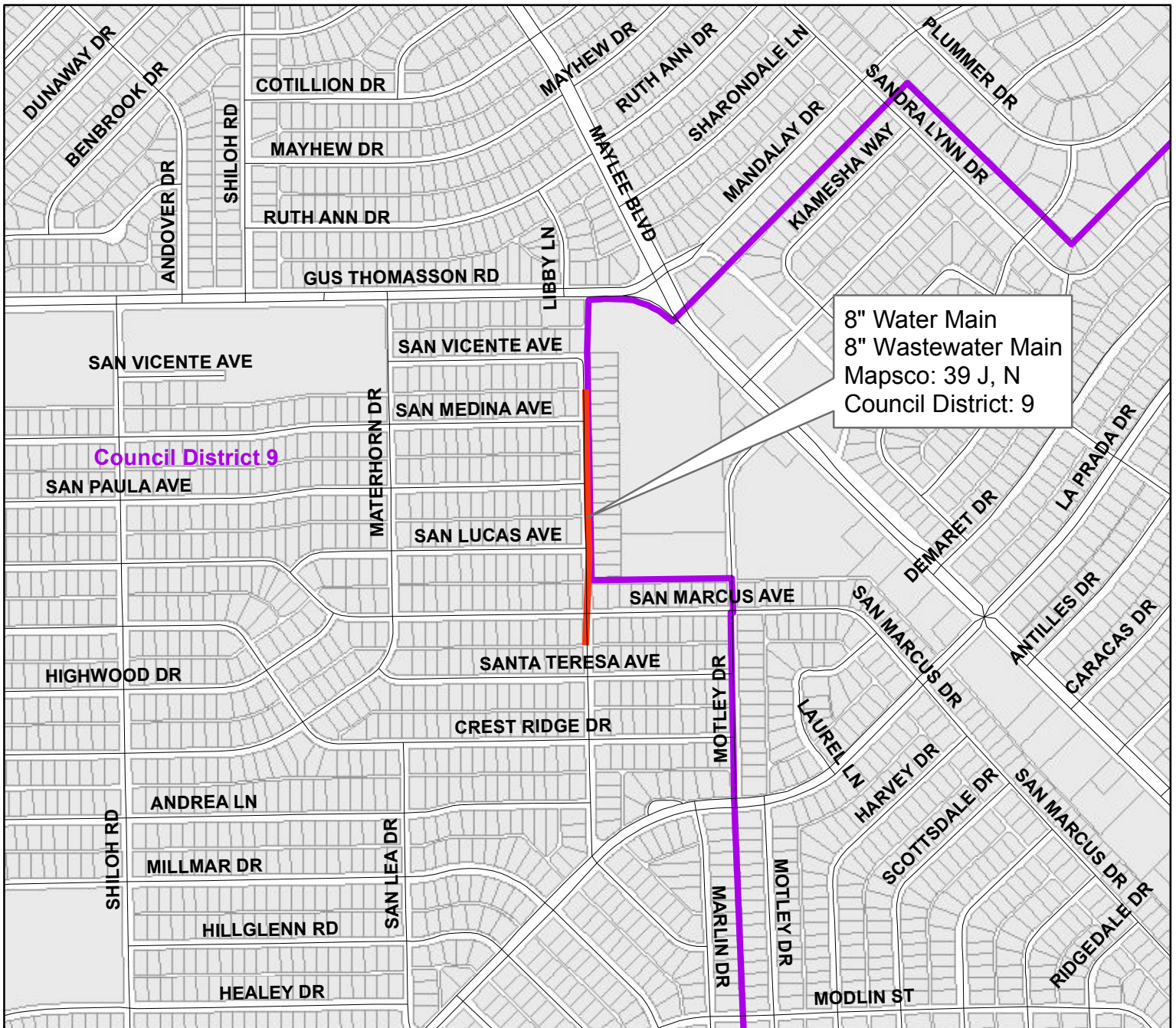


San Paula Avenue  
from Shiloh Road to Santa Garza Drive

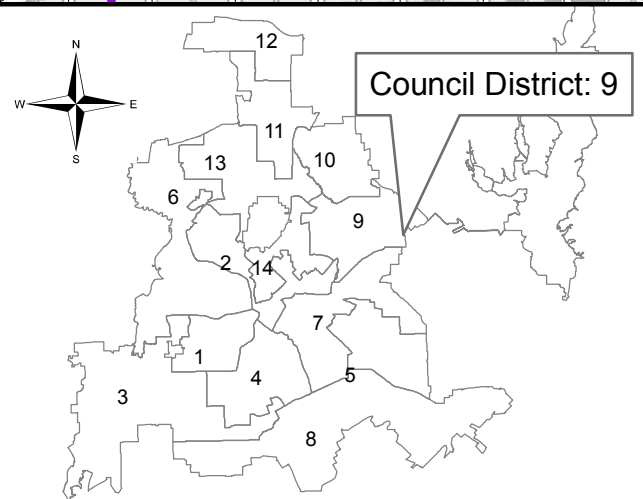


**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

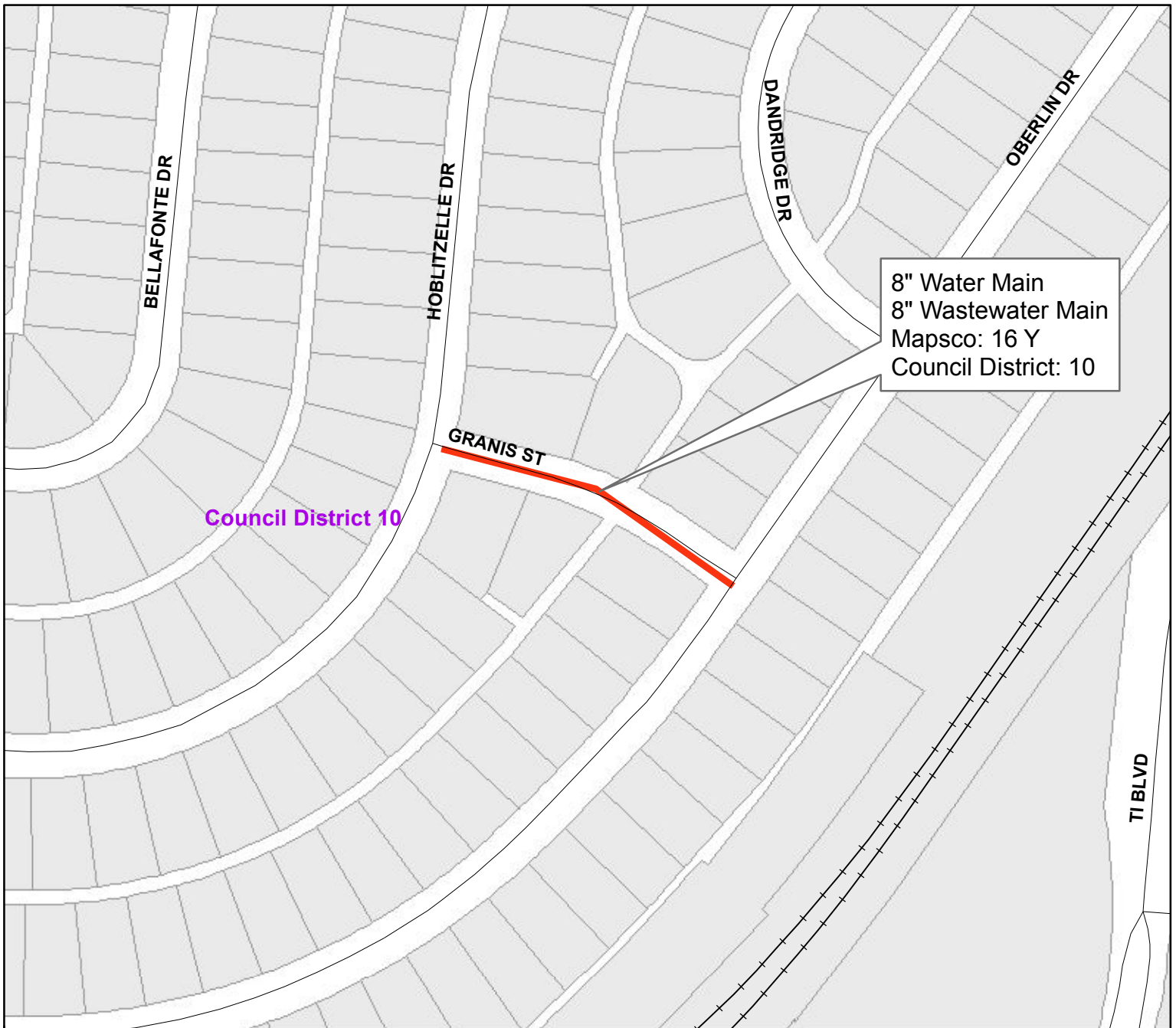




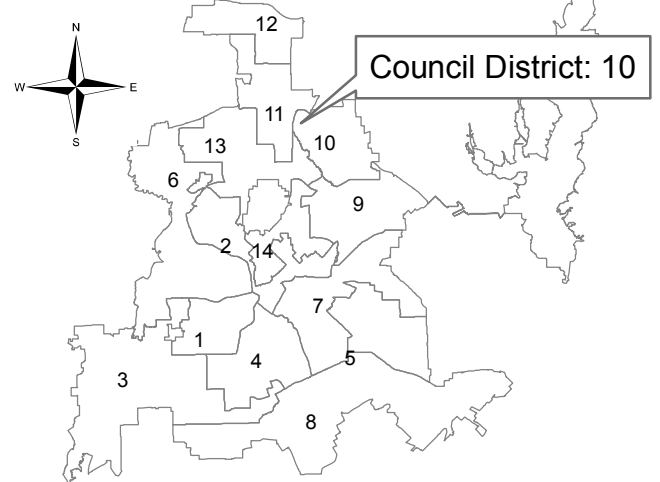
Santa Garza Drive  
from north of San Medina Avenue south



**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

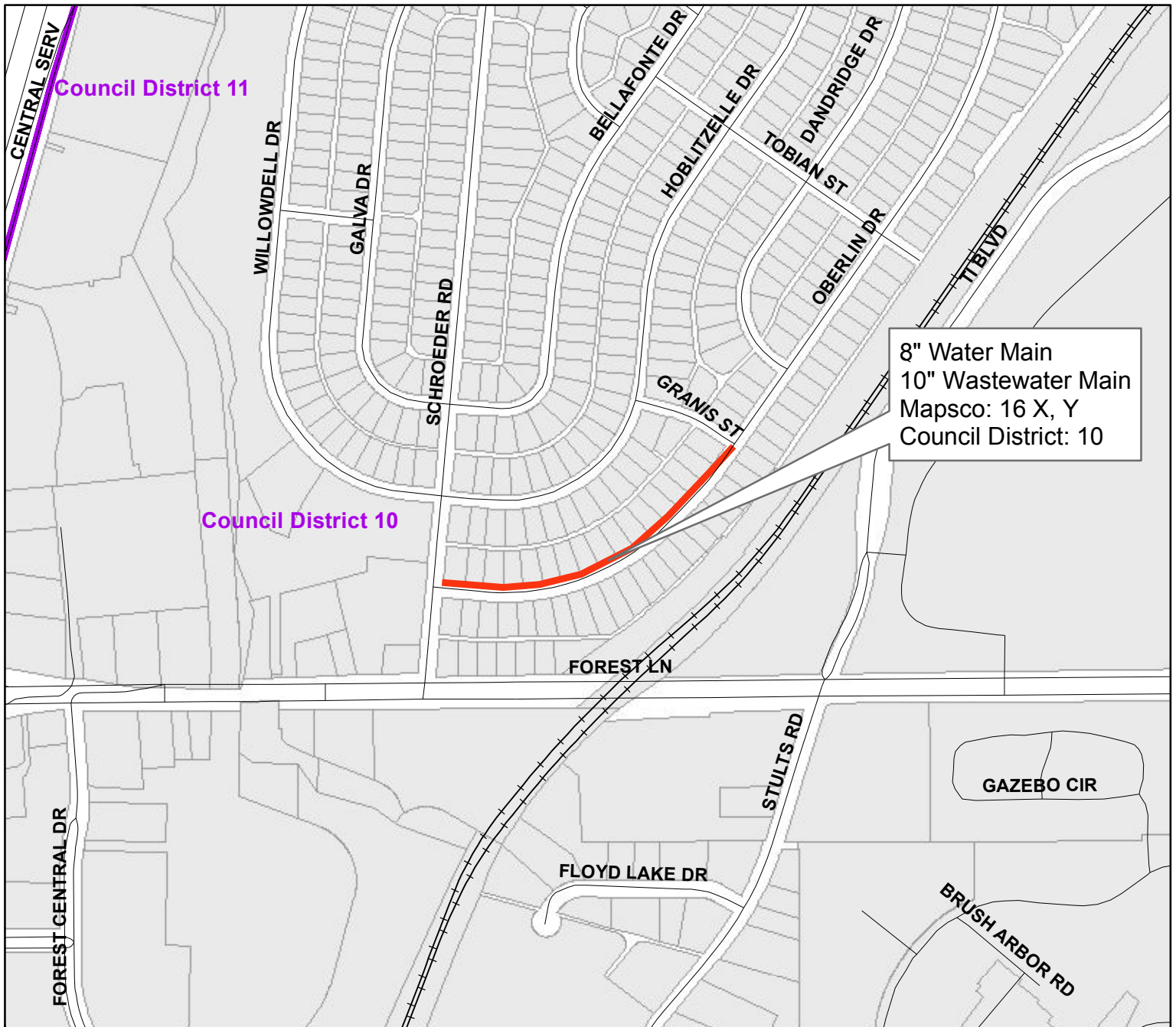


Granis Street  
from Oberlin Drive to Hoblitzelle Drive

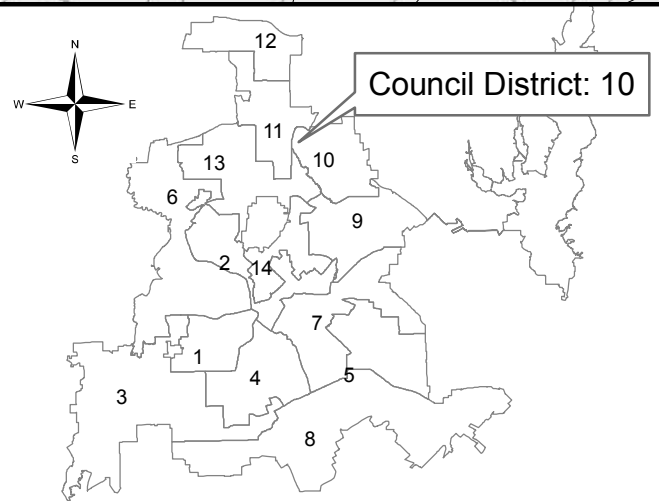


**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**



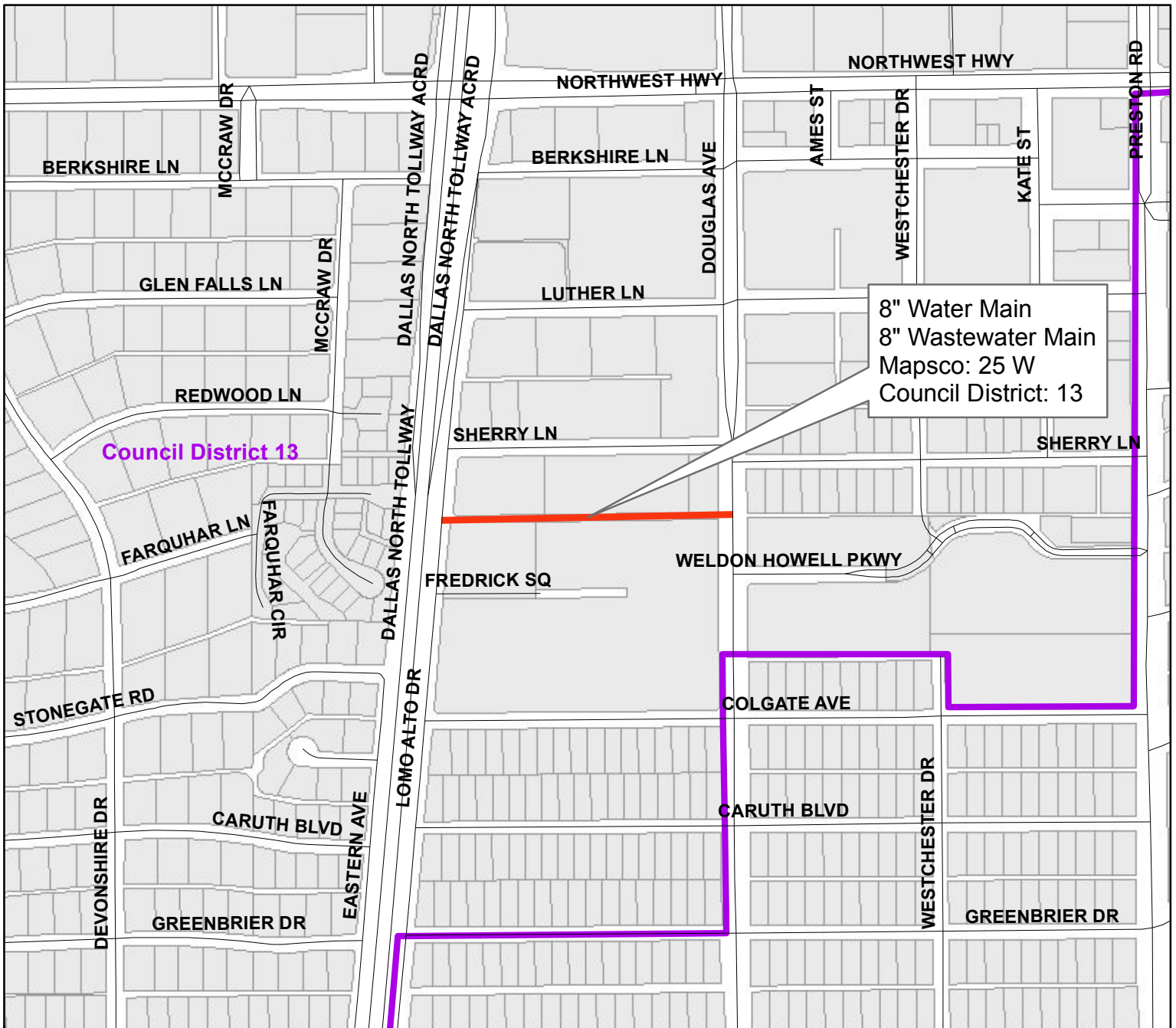


Oberlin Drive  
from Schroeder Road to Granis Street

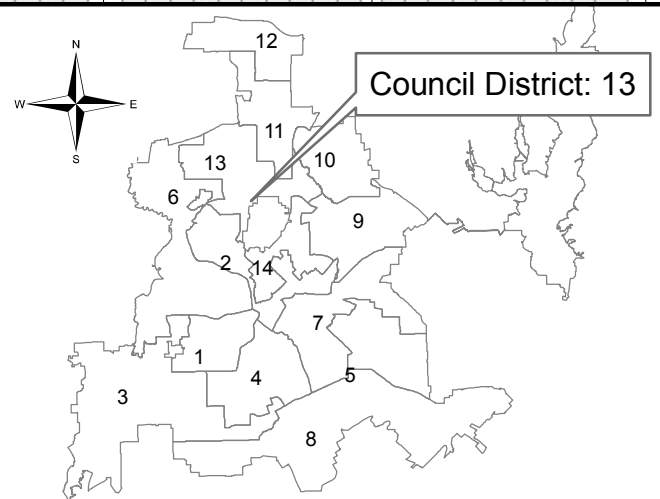


**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

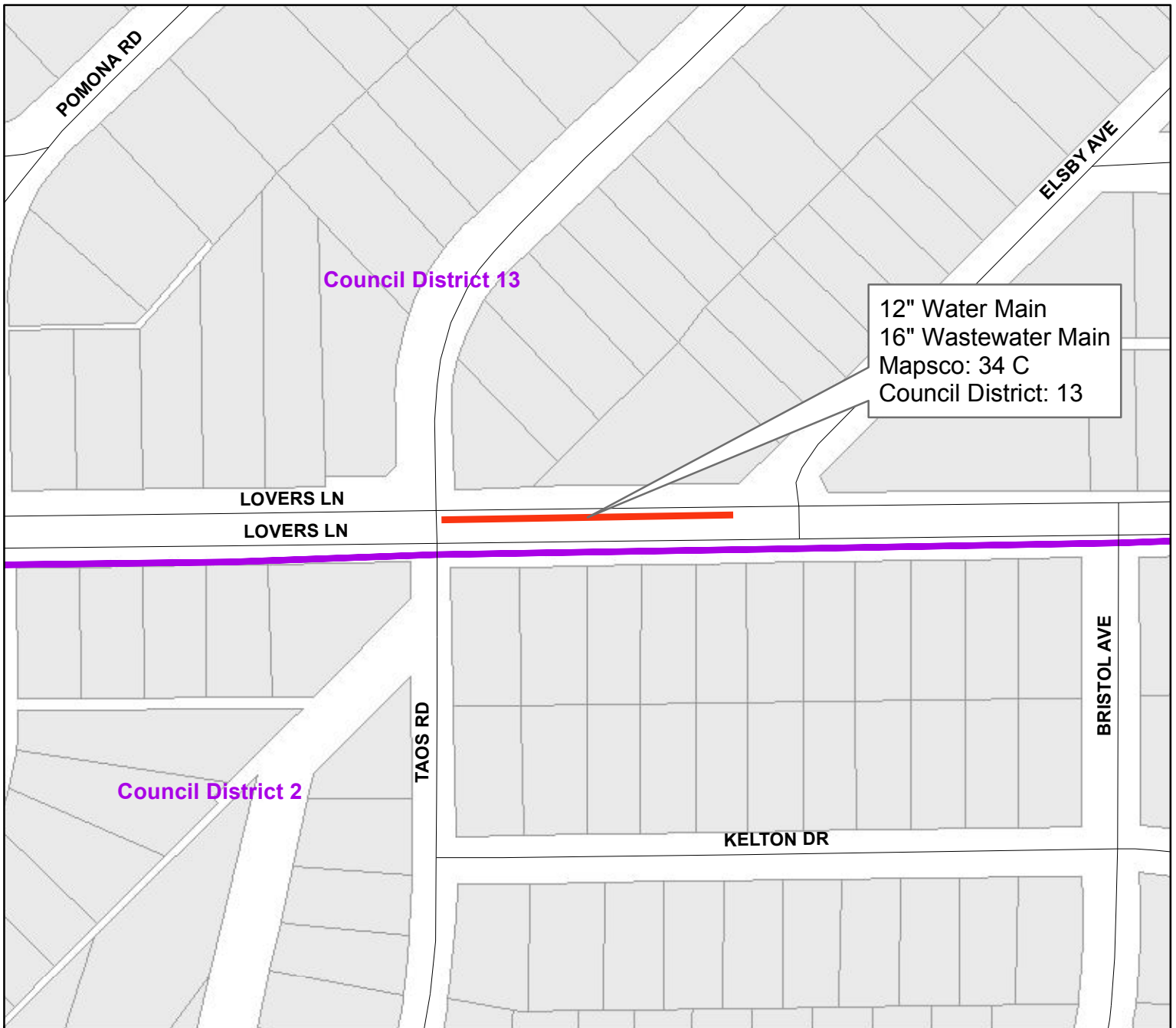




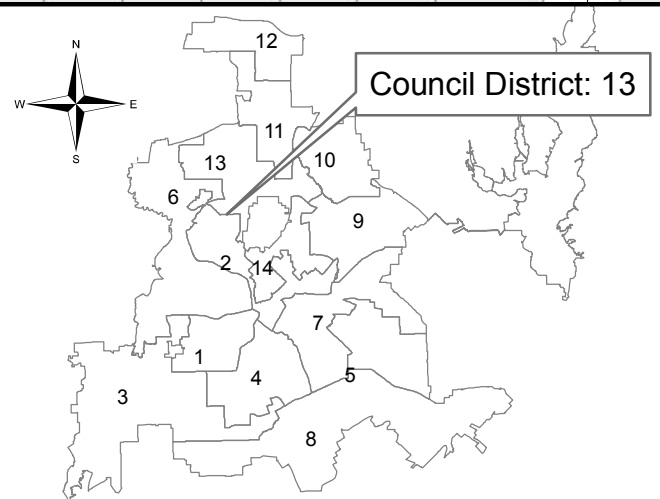
Alley between Fredrick Square and Sherry Lane  
from Lomo Alto Drive to Douglas Avenue



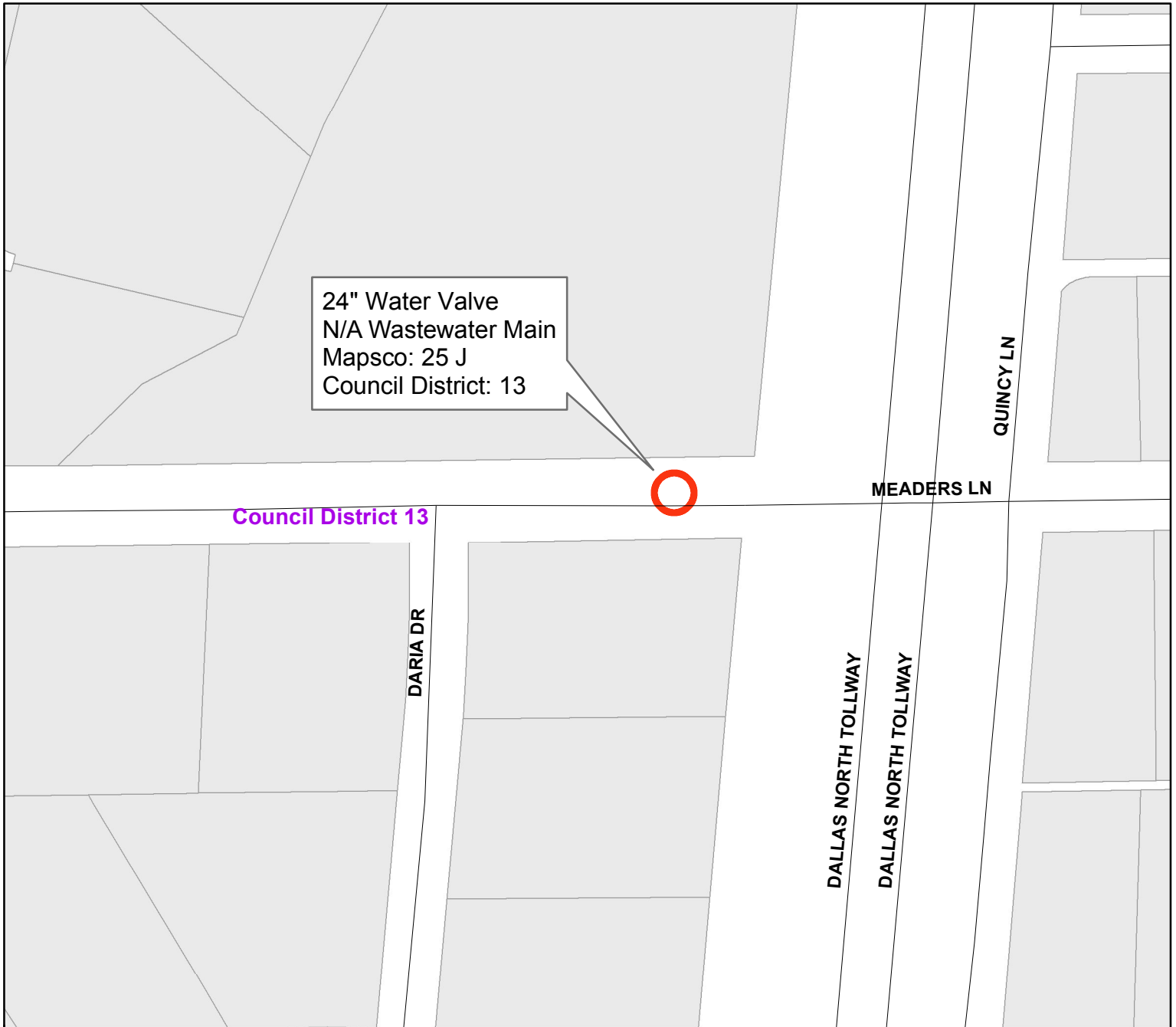
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



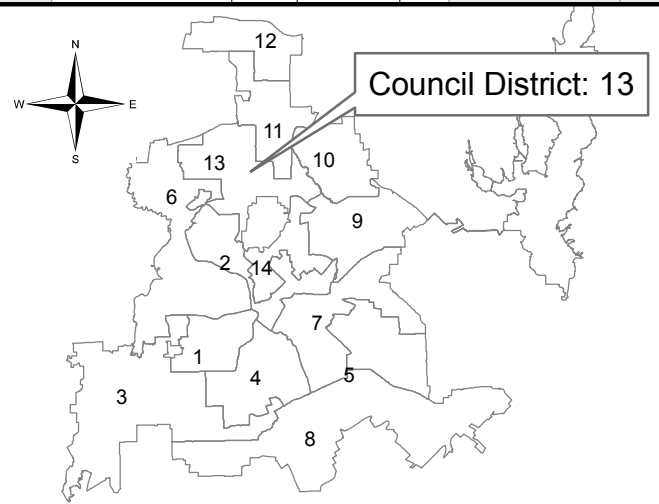
Lovers Lane  
from Taos Road to Elsby Avenue



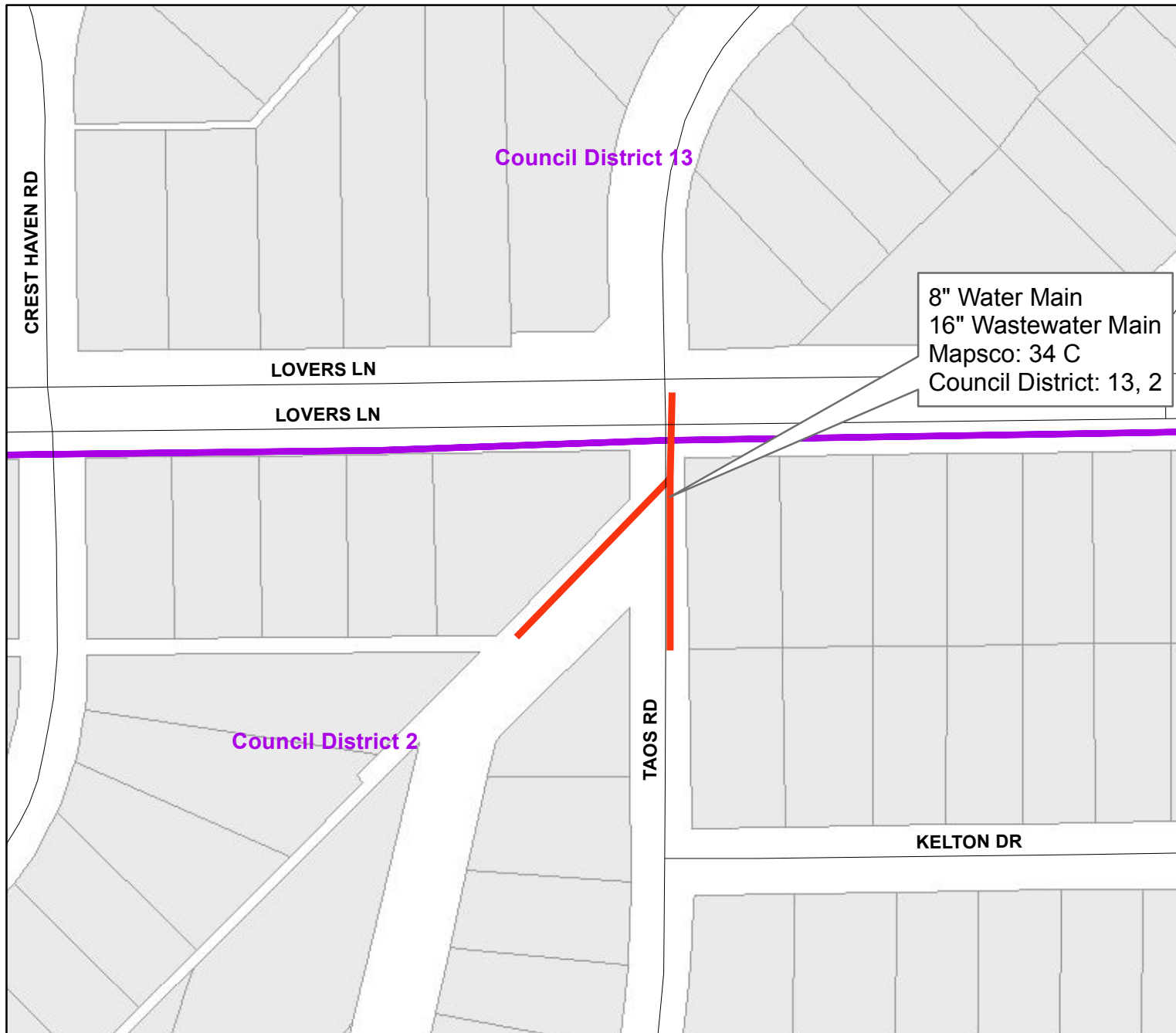
**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**



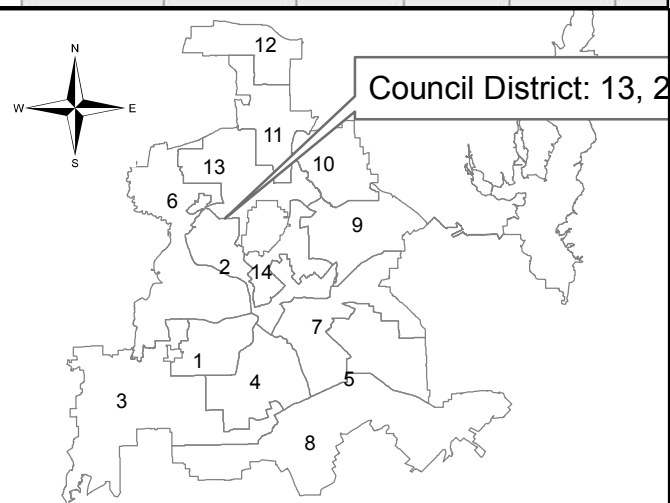
Meaders Lane  
west of Dallas North Tollway



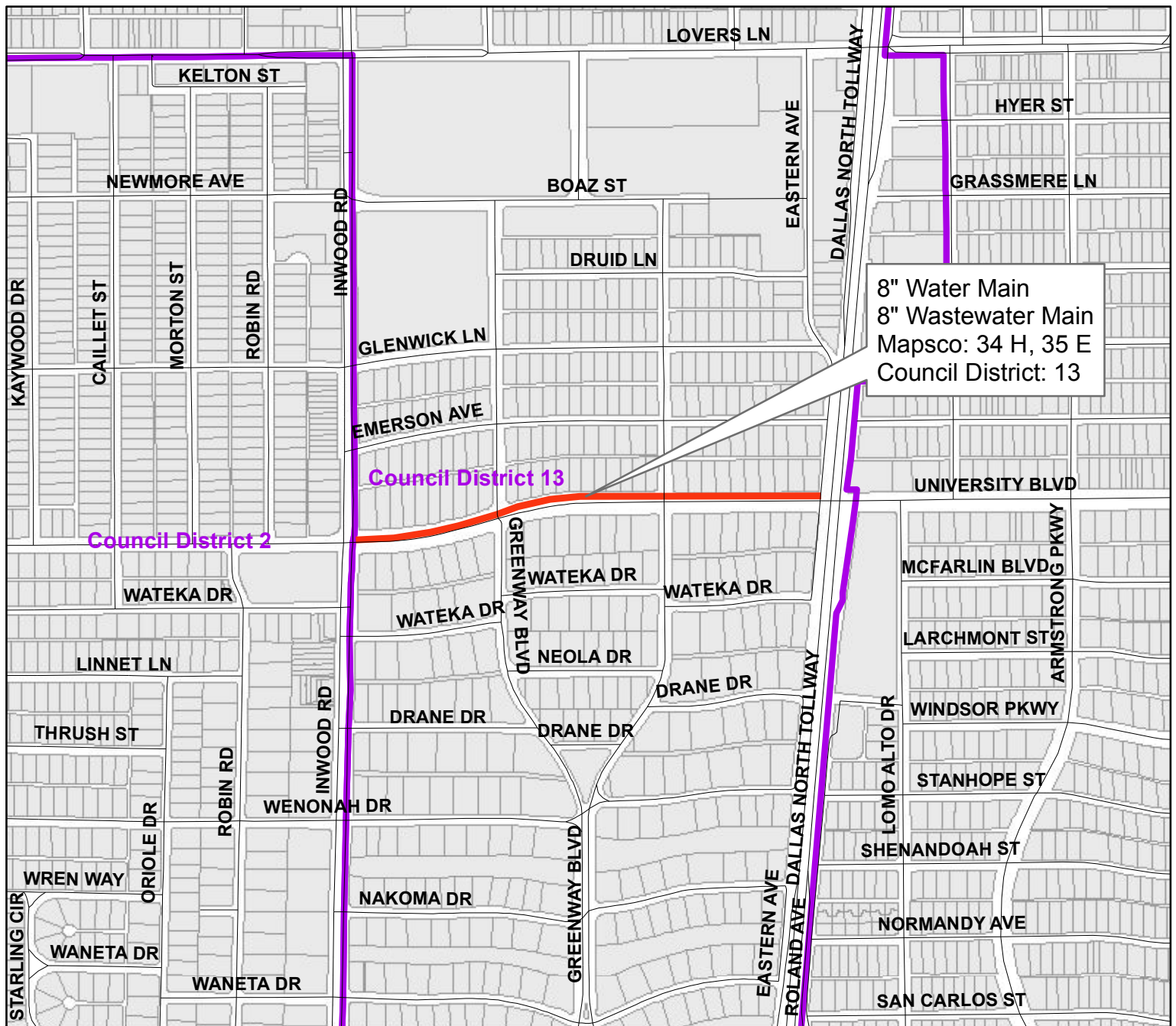
**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**



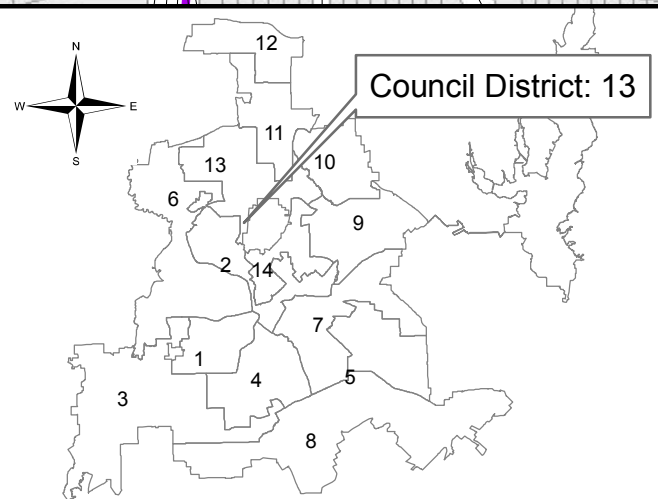
Taos Road  
from Lovers Lane south



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

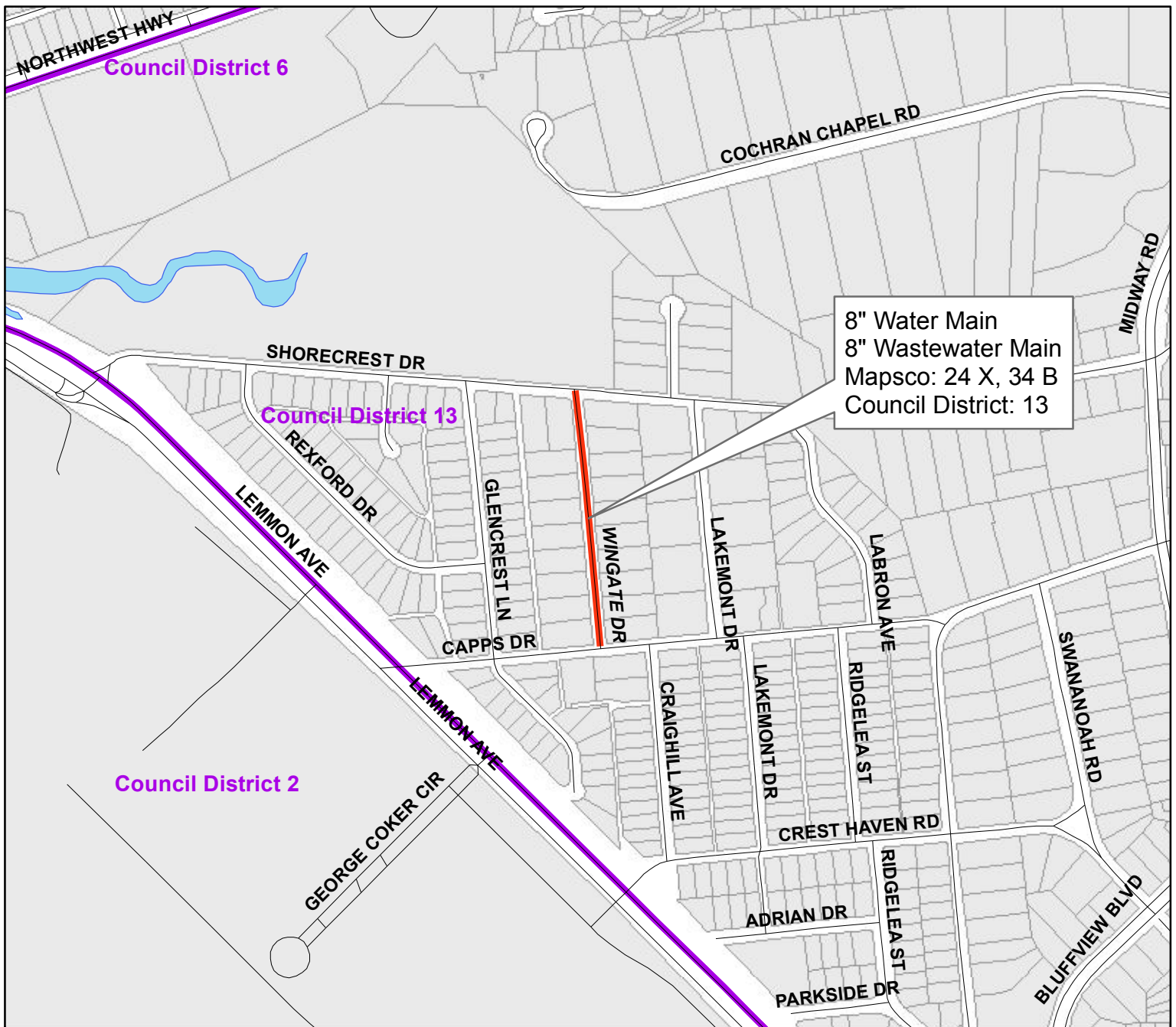


University Boulevard  
from Inwood Road to Eastern Avenue

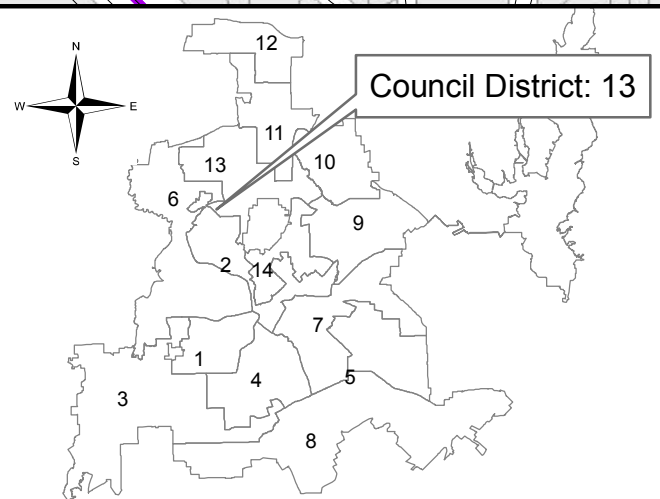


**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

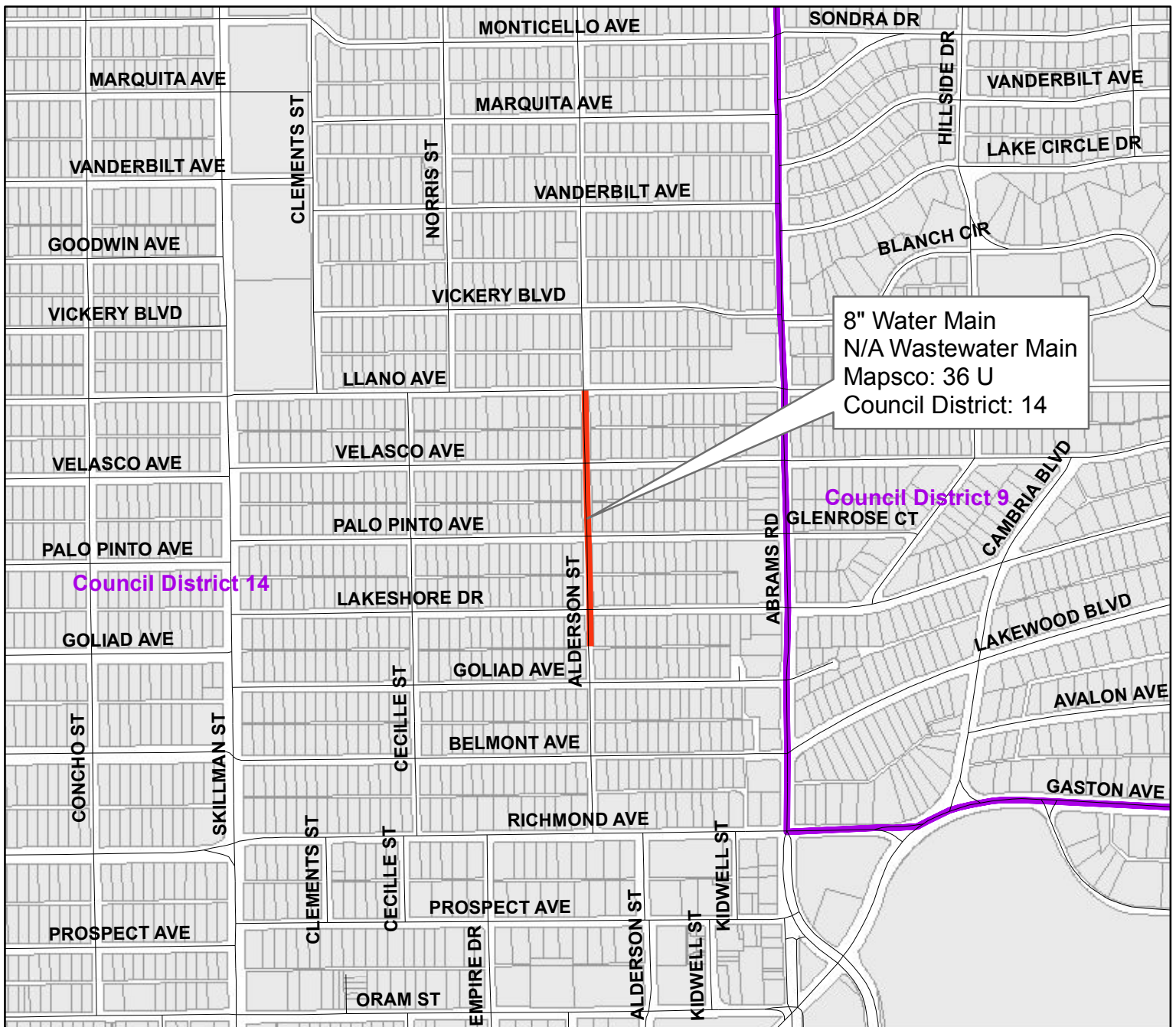




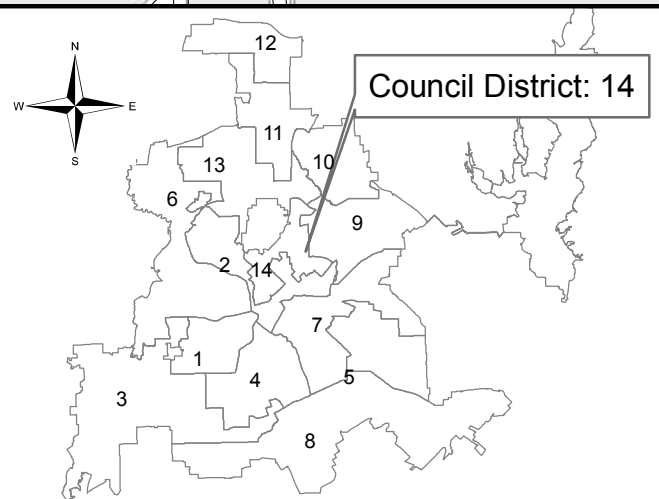
Wingate Drive  
 from Shorecrest Drive to Capps Drive



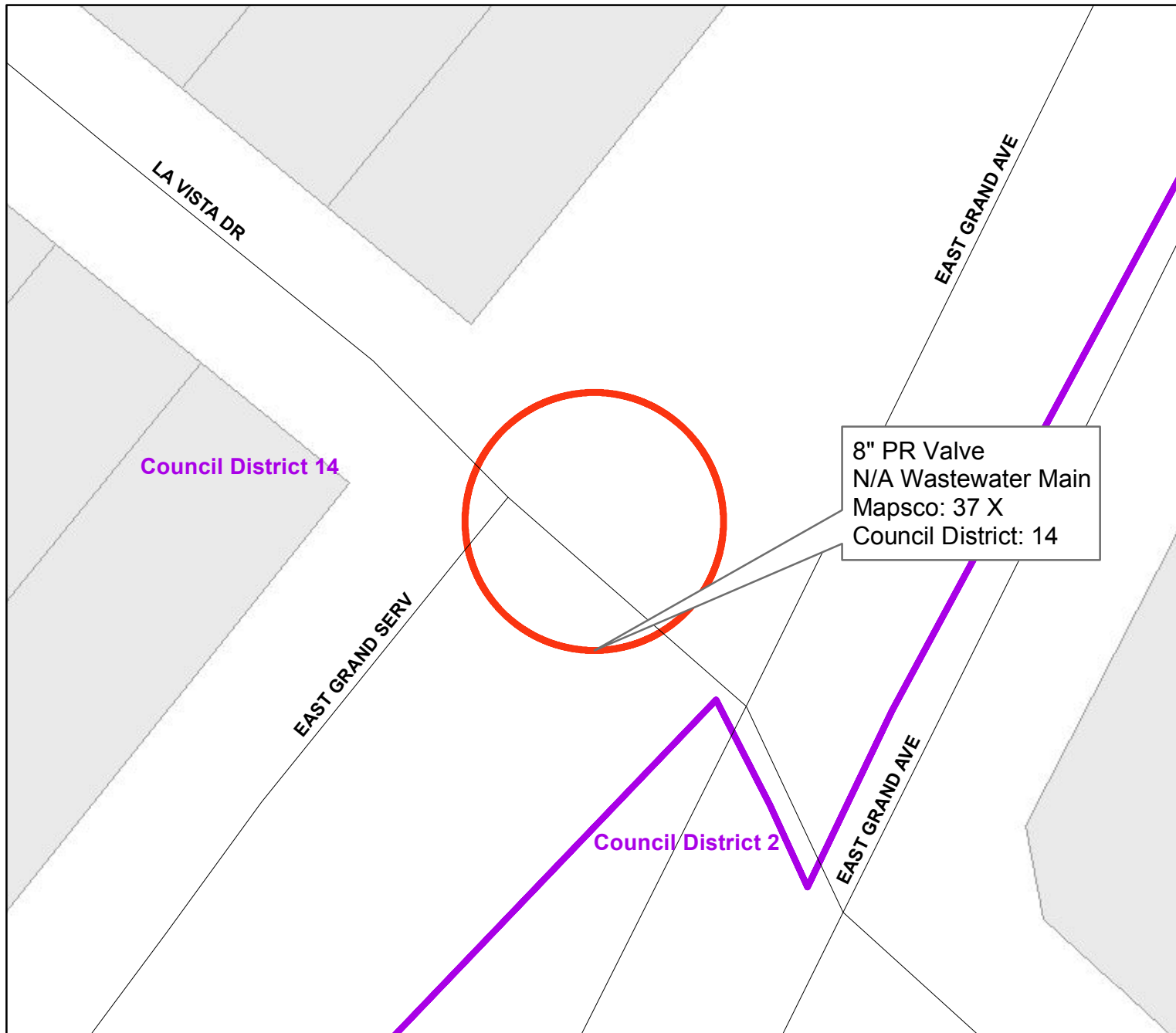
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



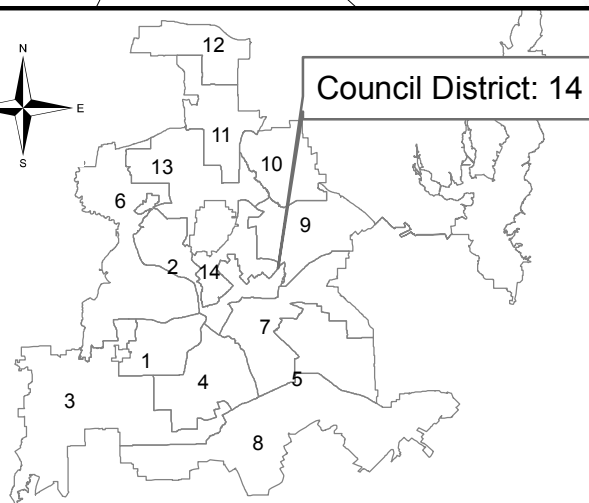
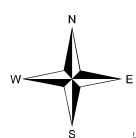
Alderson Street  
from Llano Avenue to alley north of  
Goliad Avenue



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

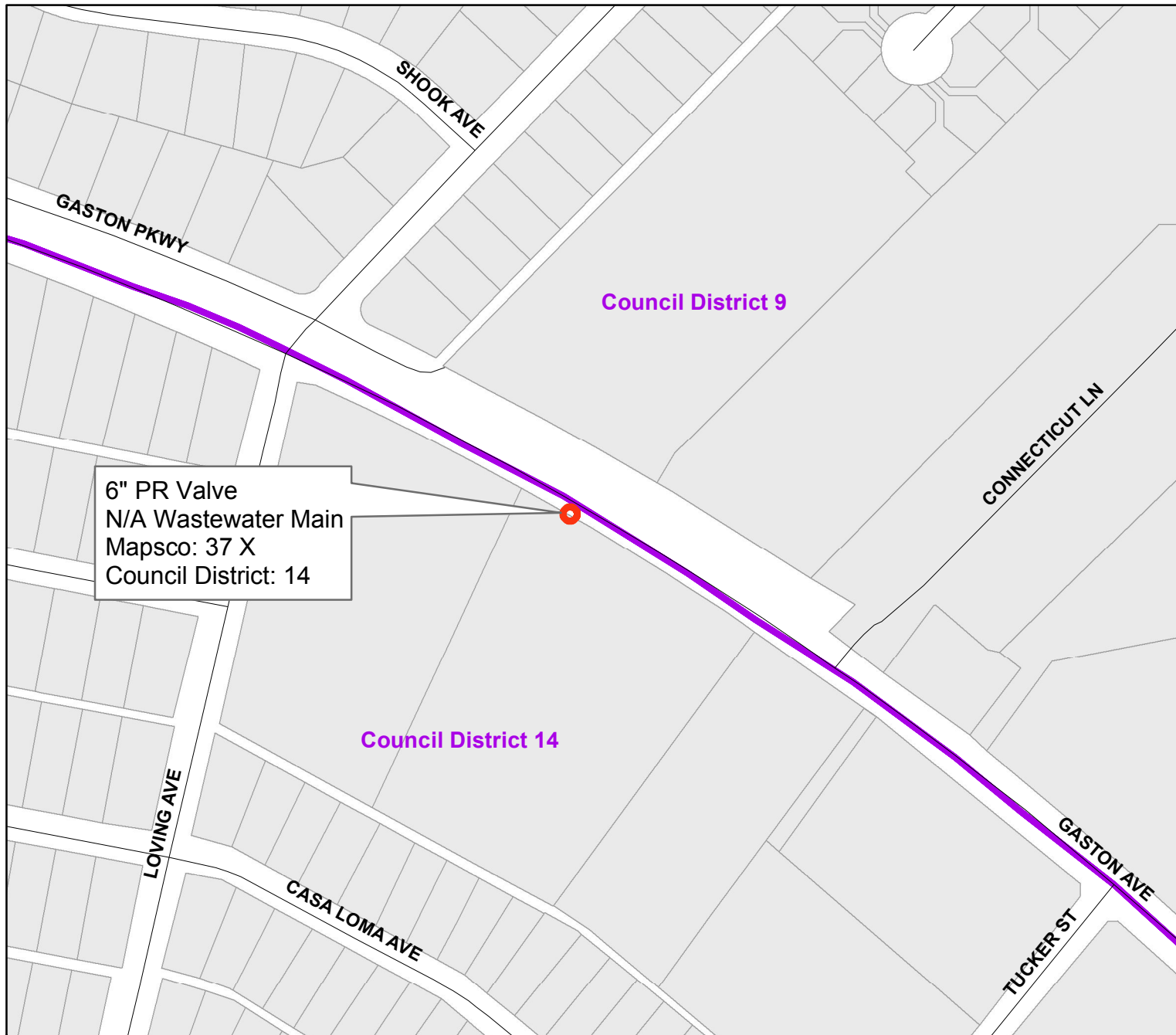


East Grand Avenue  
at La Vista Drive

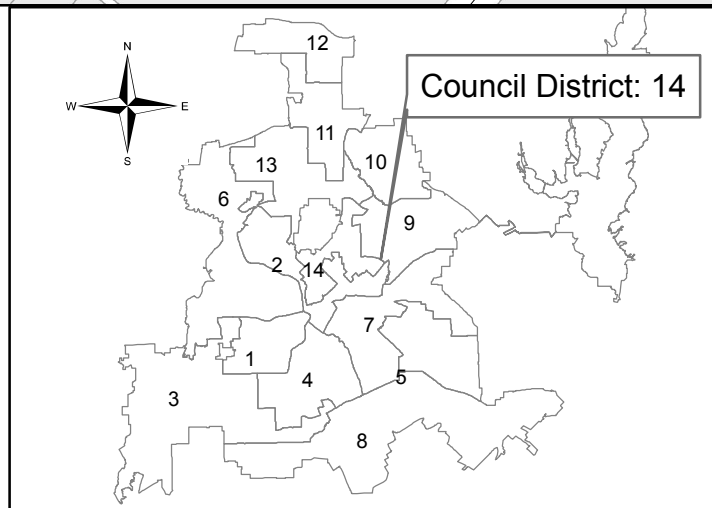


**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**





Gaston Avenue  
north of Connecticut Lane



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

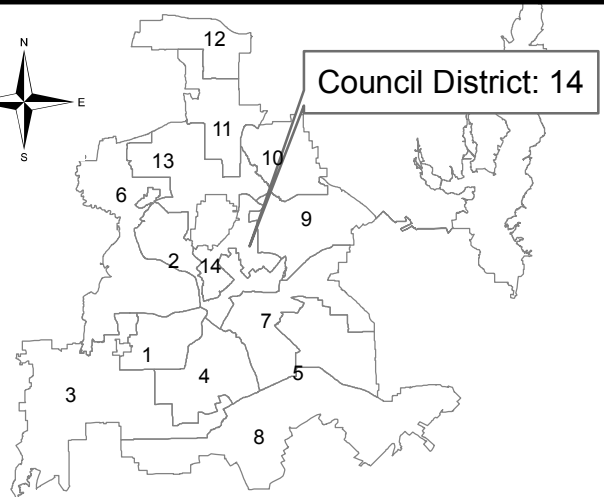
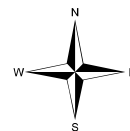
SKILLMAN ST

LLANO AVE

Council District 14

24" Water Valve  
N/A Wastewater Main  
Mapsc0: 36 U  
Council District: 14

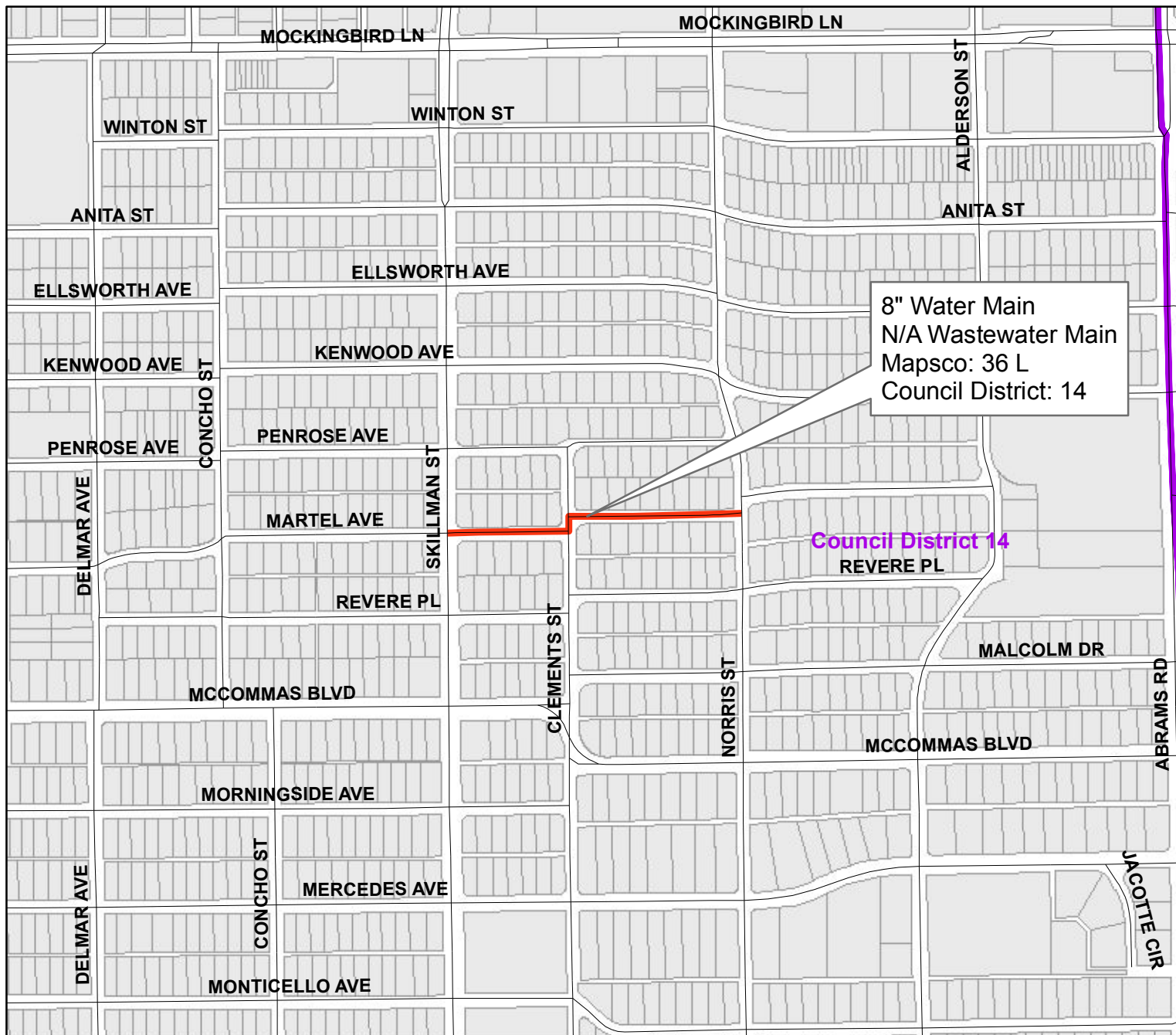
Llano Avenue  
at Skillman Street



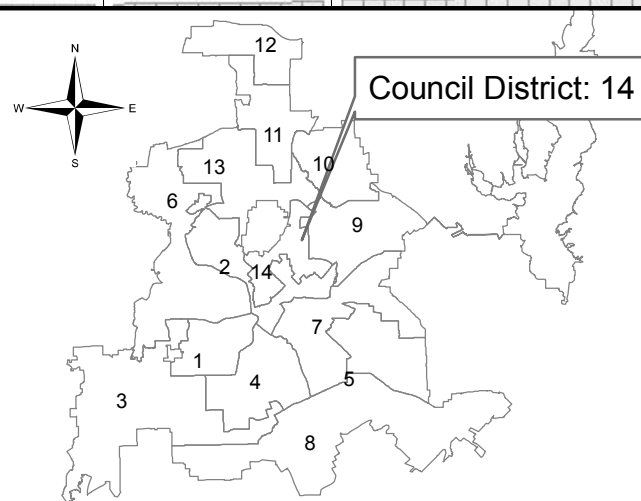
**Dallas Water Utilities  
Contract No. 15-175/176  
Water and Wastewater Main Installations  
at 46 Locations**

PID: 5777

Segment 42 of 46



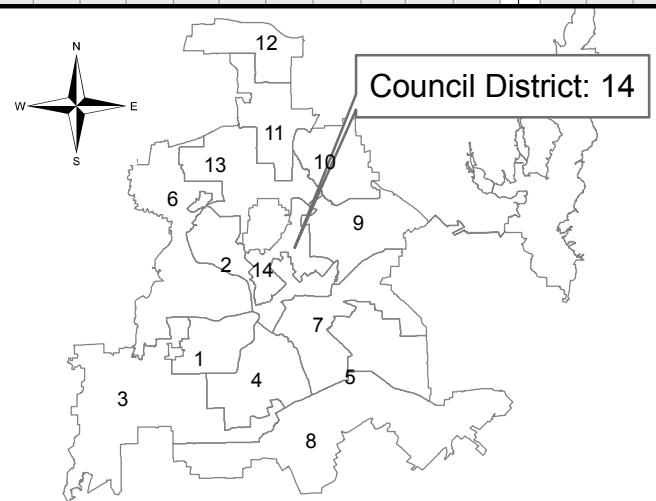
Martel Avenue  
from Skillman Street to Norris Street



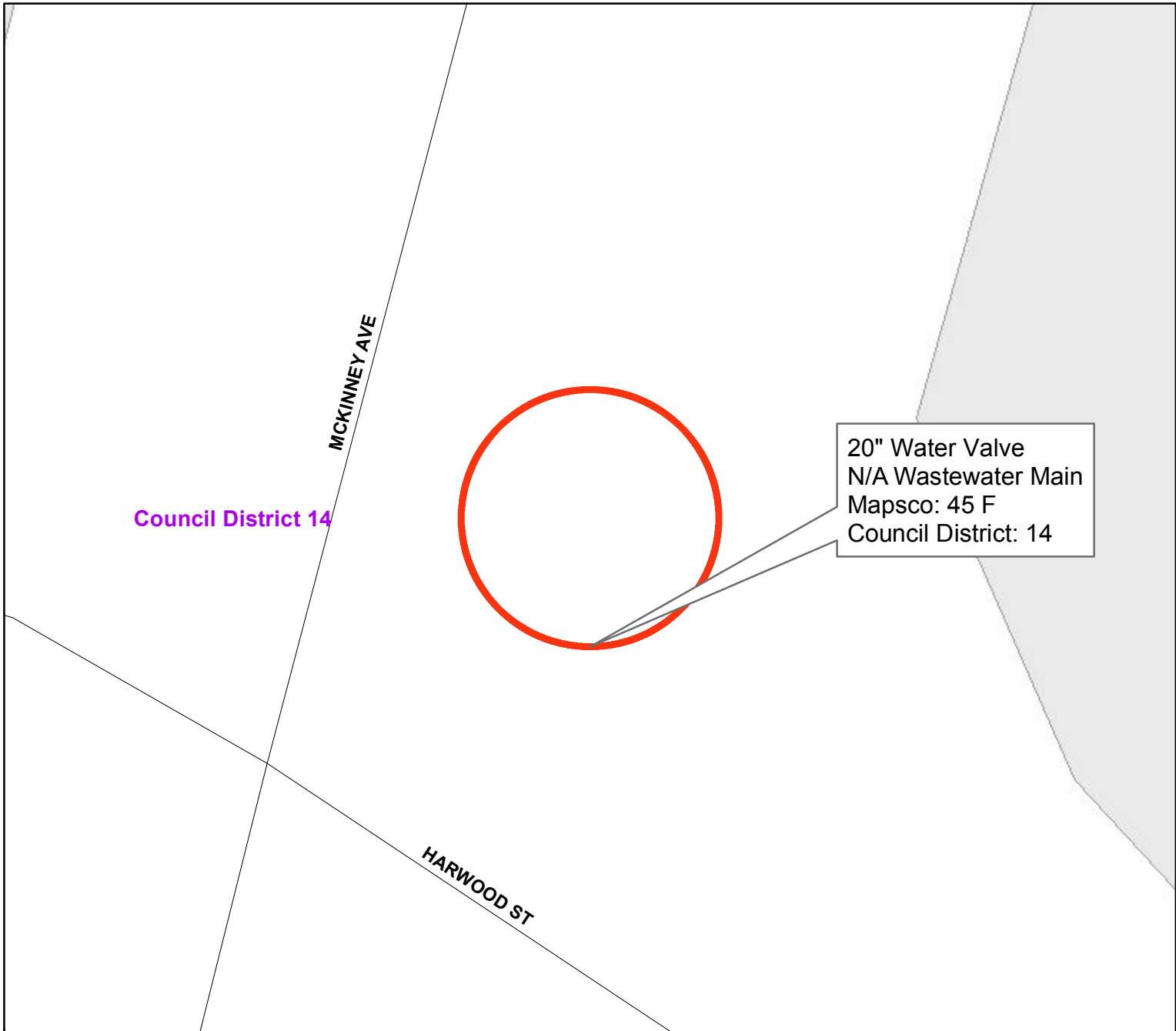
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



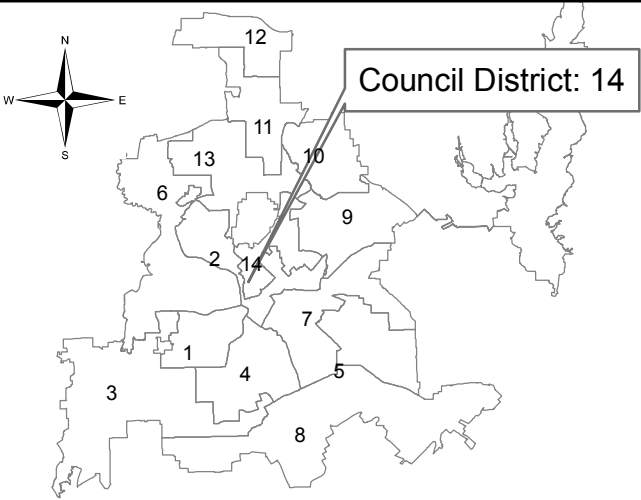
Matilda Street  
north of Goodwin Avenue



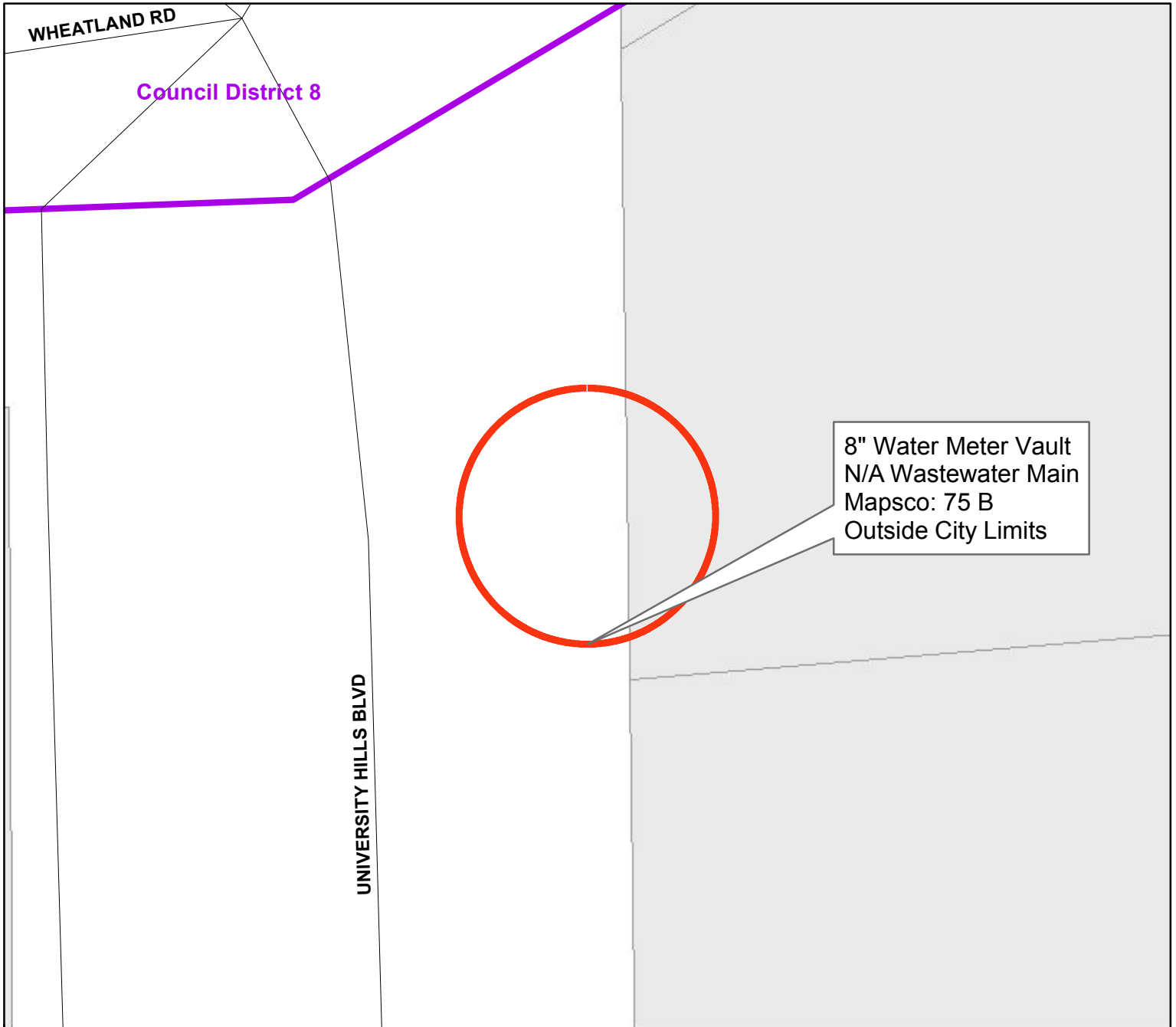
**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



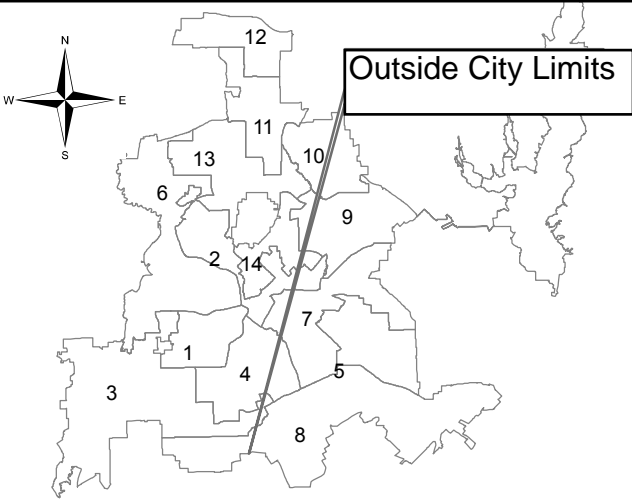
McKinney Avenue  
at Harwood Street



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**



University Hills Boulevard  
at Wheatland Road



**Dallas Water Utilities**  
**Contract No. 15-175/176**  
**Water and Wastewater Main Installations**  
**at 46 Locations**

October 14, 2015

**WHEREAS**, bids were received on July 30, 2015 for the installation of water and wastewater mains at 46 locations, Contract No. 15-175/176, listed as follows:

<b><u>BIDDERS</u></b>	<b><u>BID AMOUNT</u></b>
Ark Contracting Services, LLC	\$12,291,878.00
RKM Utility Services, Inc.	\$13,464,948.00
John Burns Construction Company of Texas, Inc.	\$14,376,824.00
Atkins Bros. Equipment Co., Inc.	\$16,034,583.00

**WHEREAS**, the bid submitted by Ark Contracting Services, LLC, 420 South Dick Price Road, Kennedale, Texas 76060, in the amount of \$12,291,878.00, is the lowest and best of all bids received.

**Now, Therefore,**

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

**Section 1.** That the bid submitted by Ark Contracting Services, LLC, in the amount of \$12,291,878.00, for doing the work covered by the plans, specifications, and contract documents, Contract No. 15-175/176, be accepted.

**Section 2.** That the City Manager is hereby authorized to execute a contract with Ark Contracting Services, LLC, for the installation of water and wastewater mains at 46 locations, after approval as to form by the City Attorney.

**Section 3.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$12,291,878.00 from the Water Capital Improvement Fund and Wastewater Capital Improvement Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
2115	DWU	PW40	4550	715175	CT-DWU715175CP	VS0000017816

Ark Contracting Services, LLC - (Contract No. 15-175) - \$8,850,152.16

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
2116	DWU	PS40	4560	715176	CT-DWU715176CP	VS0000017816

Ark Contracting Services, LLC - (Contract No. 15-176) - \$3,441,725.84

**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:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Water Utilities

**CMO:** Mark McDaniel, 670-3256

**MAPSCO:** N/A

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**SUBJECT**

Authorize a twenty-four-month contract with the Department of State Health Services to provide on-line computer services for the City's Bureau of Vital Statistics program to obtain certified copies of birth certificates at a cost of \$1.83 for each birth certificate printed for the period September 1, 2015 through August 31, 2017 - Not to exceed \$25,000 annually for a total not to exceed \$50,000 - Financing: Water Utilities Current Funds (to be reimbursed by Current Funds) (subject to annual appropriations)

**BACKGROUND**

The City of Dallas' Bureau of Vital Statistics is responsible for registering births, deaths and fetal deaths that occur within the City of Dallas and provides over 99,000 certified birth and death certificates annually to qualified individuals that apply either in-person, by mail, or via the Internet.

Through this contract, the City will pay the Department of State Health Services \$1.83 for each birth record printed. The annual cost owed to the Department of State Health Services will vary each year based on the number of records printed.

Vital Statistics is part of the non-departmental budget and therefore, Current Funds will reimburse the Water Department for the operation of Vital Statistics.

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

Information about this item will be provided to the Quality of Life & Environment Committee on October 12, 2015.

**FISCAL INFORMATION**

\$50,000 - Water Utilities Current Funds (to be reimbursed by Current Funds) (subject to annual appropriations)

October 14, 2015

**WHEREAS**, it is the goal of the City of Dallas to provide faster and expanded services to citizens seeking vital records from the City's Bureau of Vital Statistics program; and

**WHEREAS**, the City has installed computer terminals that will allow direct access to birth certificate information in the Department of State Health Services' computer system; and

**WHEREAS**, the City will pay the Department of State Health Services \$1.83 for each birth certificate printed;

**NOW, THEREFORE,**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into a twenty-four-month contract with the Department of State Health Services to provide on-line computer services to the City's Bureau of Vital Statistics program to obtain certified copies of birth certificates at a cost of \$1.83 for each birth certificate printed for the period September 1, 2015 through August 31, 2017, and execute any and all documents related to the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds from Water Utilities Current Fund in an amount not to exceed \$50,000 (subject to annual appropriations) as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>	
0100	DWU	4012	3099	CTDWU4012L1623M	214083	FY15

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>	
0100	DWU	4012	3099	CTDWU4012L1718M	214083	FY16

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

## AGENDA ITEM # 37

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** October 14, 2015  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Water Utilities  
**CMO:** Mark McDaniel, 670-3256  
**MAPSCO:** Outside City Limits

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### **SUBJECT**

Authorize a thirty-year contract with the Dallas/Fort Worth International Airport Board to continue providing treated water service, from October 8, 2015 through October 7, 2045 – Estimated Annual Revenue: \$1,176,042

### **BACKGROUND**

This item is for authorization to enter into a new wholesale treated water contract with the Dallas/Fort Worth International Airport Board. This entity is currently receiving City of Dallas treated water under an existing wholesale treated water contract, which will expire on October 7, 2015.

The Dallas/Fort Worth International Airport Board is located within Dallas Water Utilities' service area and desires to continue to purchase treated water from the City of Dallas under the terms of a standard wholesale treated water customer contract.

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

Authorized Wholesale Treated Water Contract with the Dallas/Fort Worth International Airport Board on October 23, 1985, by Resolution No. 85-3442.

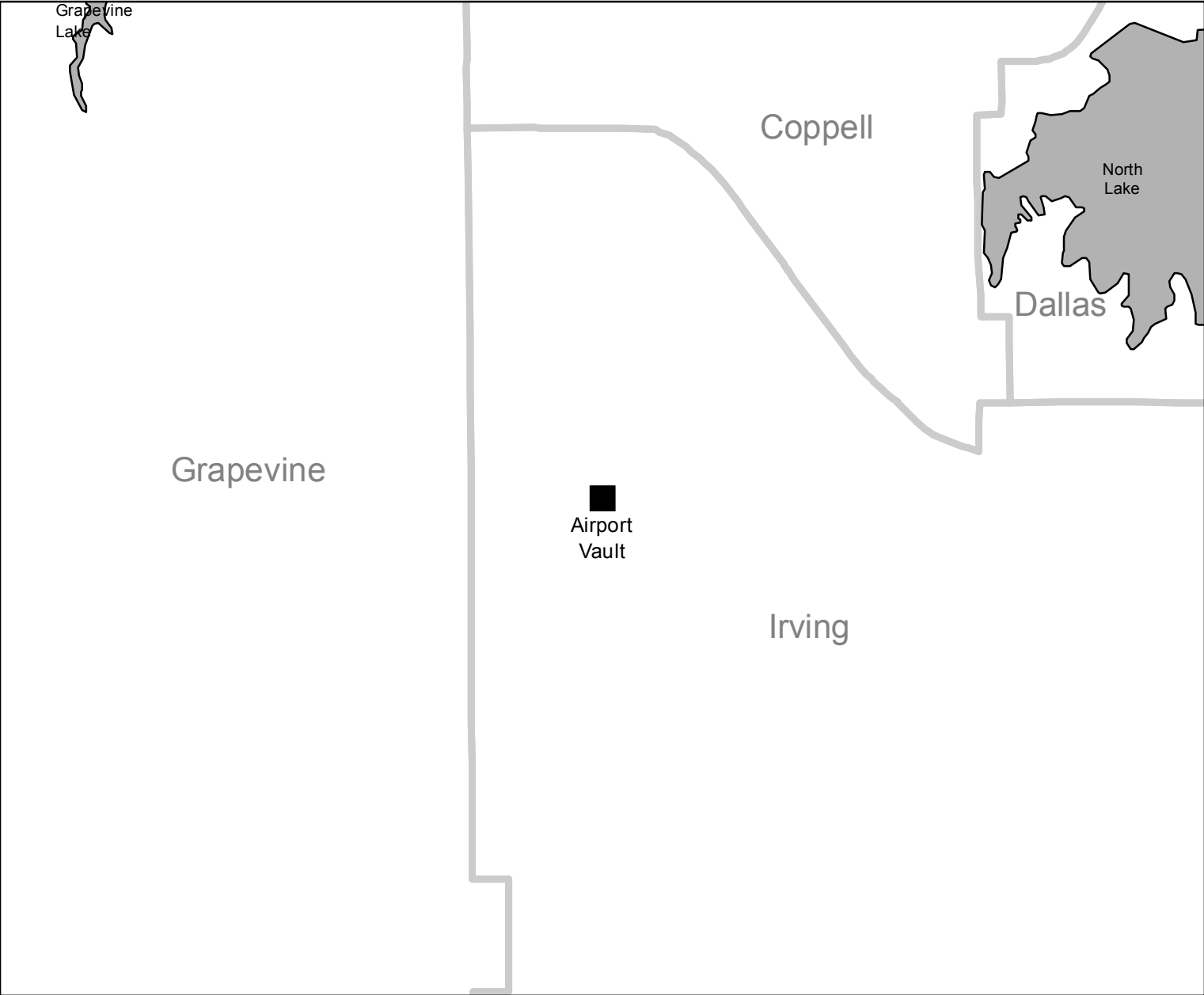
Information about this item will be provided to the Transportation & Trinity River Project Committee on October 12, 2015.

### **FISCAL INFORMATION**

Estimated Annual Revenue: \$1,176,042 (at FY 2016 wholesale treated water two-part rate)

### **MAP**

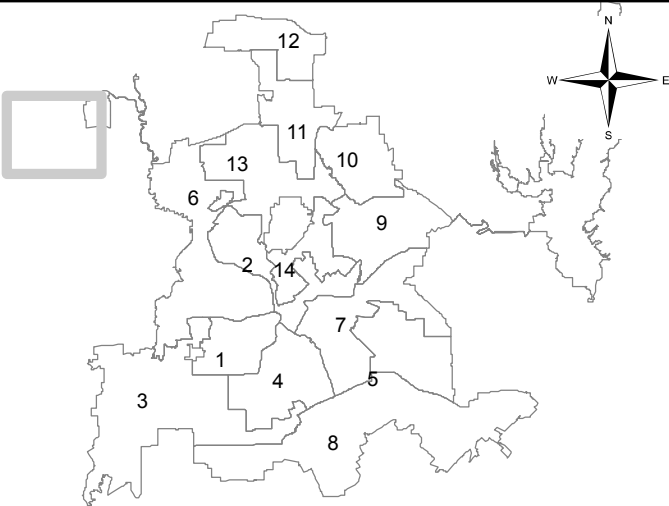
Attached



Location: DFW Airport Meter Vault - Irving

Council Districts: Outside City of Dallas

Department: DWU



**DFW Airport Wholesale Treated Water Contract**

October 14, 2015

**WHEREAS**, the Dallas/Fort Worth International Airport Board currently purchases wholesale treated water from the City of Dallas, and Dallas currently delivers and sells wholesale treated water service to the Dallas/Fort Worth International Airport Board as set forth under the terms, covenants, and conditions stated in a Wholesale Treated Water Contract between the City of Dallas and the Dallas/Fort Worth International Airport Board, dated October 8, 1985; and,

**WHEREAS**, the Dallas/Fort Worth International Airport Board's current wholesale treated water contract with Dallas will expire on October 7, 2015; and,

**WHEREAS**, the City of Dallas and the Dallas/Fort Worth International Airport Board desire to enter into a new Wholesale Treated Water Contract; and,

**WHEREAS**, the term of the new 30-year Wholesale Treated Water Contract will be October 8, 2015 through October 7, 2045; and,

**WHEREAS**, approval of the new contract would be in the best interest of the City of Dallas as well as the Dallas/Fort Worth International Airport Board.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a Wholesale Treated Water Contract with the Dallas/Fort Worth International Airport Board to purchase wholesale treated water from the City of Dallas for the period October 8, 2015 through October 7, 2045 in the estimated annual amount of \$1,176,042 after approval of the contract documents by the City Attorney.

**Section 2.** That the Chief Financial Officer is hereby authorized and directed to deposit receipts for services provided under this contract to the Water Utilities Current Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>FUNC</u>	<u>REVENUE SOURCE CODE</u>
0100	DWU	7005	7REV	7836

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









## AGENDA ITEM # 39

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Office of Economic Development

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** N/A

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### SUBJECT

Authorize reappointment of Gilbert Gerst, Brentt Shropshire, Zenetta Drew and Edward Okpa to the Dallas Development Fund Board - Financing: No cost consideration to the City

### BACKGROUND

The City of Dallas authorized the creation of the Dallas Development Fund (DDF), a non-profit Community Development Entity (CDE), by Resolution No. 09-0461 on February 11, 2009, to apply for a New Markets Tax Credit (NMTC) allocation from the U.S. Department of Treasury's Community Development Financial Institutions Fund in its 2009 funding cycle. DDF was awarded a \$55 million allocation under the 2009 cycle, a \$30 million allocation under the 2012 cycle and a \$45 million allocation in the 2014 cycle.

The NMTC program permits taxpayers to receive a credit against federal income taxes for making qualified equity investments in designated CDEs. These investments must be used by the CDE for projects and investments in low-income communities, as defined by the NMTC program. The credit provided to the investor totals 39% of the cost of the investment and is claimed over a 7-year credit allowance period. To date, DDF and the City Council have authorized \$85 million in NMTC allocation to seven projects throughout the City.

Per the bylaw changes approved by City Council in February 2013, the City Manager must reappoint all Class I members and those members are then confirmed by Council. DDF has four Class I members that will be presented to Council for reappointment.

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

On February 11, 2009, City Council authorized the creation of the Dallas Development Fund (DDF), a non-profit Community Development Entity (CDE) by Resolution No. 09-0461.

On January 13, 2010, City Council authorized the acceptance of the \$55 million NMTC allocation by Resolution No. 10-0210.

On January 19, 2010, the Economic Development Committee was briefed on the DDF and the NMTC program.

On January 27, 2010, City Council authorized the bylaw and certificate of formation changes to the DDF by Resolution No. 10-0371.

On February 4, 2013, the Economic Development Committee received a memo related to the proposed bylaw and certificate of formation changes to the DDF.

On February 13, 2013, City Council authorized the bylaw and certificate of formation changes to the DDF by Resolution No. 13-0300.

On September 1, 2015 the Dallas Development Fund Board unanimously approved changes to DDF's bylaws and certificate of formation.

Information about this item was provided to the Economic Development Committee on September 21, 2015.

October 14, 2015

**WHEREAS**, the City is committed to supporting enhanced economic development opportunities for low-income communities within the City and to low-income persons residing within those communities; and

**WHEREAS**, the United States Department of Treasury has established the New Markets Tax Credit (NMTC) program to stimulate investments in predominately low-income communities; and

**WHEREAS**, the goals and purposes of the NMTC program are consistent with and complementary to the economic development programs previously established by the City to support expanded economic development opportunities for low-income communities within the City and to low-income persons residing within those communities; and

**WHEREAS**, under the NMTC program, tax credits are competitively awarded annually by the Treasury Department through its Community Development Financial Institutions (CDFI) Fund to qualified Community Development Entities (CDEs) after review and evaluation of applications submitted by CDEs, which are then made available to investors; and

**WHEREAS**, the City of Dallas created the Dallas Development Fund (DDF) as a non-profit Texas corporation in order to apply for an award under the NMTC program; and

**WHEREAS**, on February 11, 2009, the City Council approved the creation of the Dallas Development Fund and approved its initial Board of Directors; and,

**WHEREAS**, the DDF has been awarded a \$130 million NMTC allocation under the 2009, 2012 and 2014 NMTC program; and

**WHEREAS**, the bylaws of the Dallas Development Fund indicate the City Council must reappoint all Class I appointees to the Board of Directors of the Dallas Development fund.

**NOW, THEREFORE,**

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

October 14, 2015

**Section 1.** That Gilbert Gerst of 2707 South Boulevard, Dallas, Texas 75215; Brentt Shropshire of 1409 Lamar Street, #406, Dallas, Texas 75215; Zenetta Drew of 3852 Treeline Drive, Dallas, Texas 75224; and, Edward Okpa of 6923 Chapelridge Drive, Dallas, Texas 75236 are reappointed to the Board of Directors of the Dallas Development Fund in accordance the bylaws of the Dallas Development Fund.

**Section 2.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City, and it is accordingly so resolved.

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Office of Economic Development

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 45 L

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**SUBJECT**

Authorize a development agreement with WC 717 N Harwood Property, LLC, to reimburse TIF eligible project costs for streetscape and redevelopment project improvements in an amount not to exceed \$1,650,000, a portion of which is in the form of an Economic Development TIF Grant, for the 717 North Harwood Redevelopment Project from revenues accruing to Tax Increment Financing Reinvestment Zone Five (City Center TIF District) – Not to exceed \$1,650,000 - Financing: City Center TIF District Funds (subject to appropriations)

**BACKGROUND**

The proposed project includes the renovation of 400,000 square feet of office space and 7,000 square feet of retail space located at 717 North Harwood Street, the former KPMG Centre Building. In addition, the redevelopment effort includes significant ground floor and streetscape improvements.

The total project cost, including acquisition and tower improvements, is \$80,381,000. The total required private investment to qualify for TIF funding is \$25,000,000. This threshold is based on the lower level and street improvements that will impact the public realm. The total amount of TIF funding recommended for the project is \$1,650,000. The TIF related improvements would not occur without the TIF funding.

Located at 717 North Harwood Street, the former KPMG Centre is a 34-story, 844,326 square foot office tower immediately adjacent to the Arts District of downtown Dallas. World Class Capital Group acquired the half-occupied property in March of 2014 and when KPMG's lease ended in June of this year, the vacancy increased by 29.3%. Since acquiring the property out of foreclosure, World Class Capital Group has begun to transform the building, beginning with the demolition and preparation of thirteen previously vacant floors in order to attract first-rate tenancy.

## **BACKGROUND** (Continued)

In July 2014, two established technology companies announced the relocation of their corporate headquarters to the property. These companies now occupy approximately 330,000 square feet, or 39% of the net rentable space in the building, and are expected to add over 1,800 employees to the Dallas workforce.

The proposed TIF funding would focus on streetscape improvements and renovation of the building's ground floor. Improvements include renovating vacant bank space on the west end of the ground floor into a restaurant space with outdoor seating that spills out onto the sidewalk as well as updating the existing east end deli space. The second floor would be opened up to the public, including public meeting space and rotating art installations, coordinated with local vendors from the nearby Arts District.

The exterior of the building at the street-level requires significant updates to improve the building's presence and streetscape. Ground floor building improvements include replacing the reflective glass with a clear glazing system to provide enhanced visibility into the building for pedestrian and street traffic.

The landscaping improvements will enhance visual and pedestrian connections into and across the site. Berms are being removed to make way for outdoor seating and a greater flow through the site, improving neighborhood connectivity.

## **ESTIMATED PROJECT SCHEDULE**

Project Start Date                      December 2015  
Project Completion Date      July 2016

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

On August 13, 2015, the City Center TIF District Board of Directors reviewed and recommended approval of a development agreement with WC 717 N Harwood Property, LLC and TIF funding for redevelopment of the building at 717 North Harwood Street in an amount not to exceed \$1,650,000, to reimburse eligible project costs.

Information about this item was provided to the Economic Development Committee on September 21, 2015.

## **FISCAL INFORMATION**

\$1,650,000 – City Center TIF District Funds (subject to appropriations)

**OWNER**

**WC 717 N Harwood Property, LLC**

Natin Paul, Manager  
401 Congress Avenue, 33rd Floor  
Austin, TX 78701

**MAP**

Attached.

**DEVELOPER**

**WC 717 N Harwood Property, LLC**

Natin Paul, Manager  
401 Congress Avenue, 33rd Floor  
Austin, TX 78701

This map illustrates the proposed M-Line Trolley route through the Arts District. The trolley line is shown as a magenta line, with a future extension indicated by a double magenta line. Key streets shown include N Pearl St, San Jacinto St, N Olive St, Federal St, Bryan St, Live Oak St, Pacific Ave, N Harwood St, N St Paul St, N Ervay St, N Akard St, Ross Ave, and Wenchell Ln. The map also identifies several parks: Kluge Warren Park, CBD East TC, and John W. Carpenter Park. Other landmarks include the YMCA, St Paul Station, and the 717 N Harwood Site. A legend in the top right corner defines the symbols used: DART Rail (blue line), Future M-Line Trolley (double magenta line), M-Line Trolley (magenta line), Proposed Bus Stop (orange outline), Existing Bus Stop (orange fill), Park (green fill), Arts District (orange fill), Rail Station (blue square), and 717 N Harwood Site (red square).



October 14, 2015

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

**WHEREAS**, on June 26, 1996, City Council pursuant to Ordinance No. 22802, established Tax Increment Financing Reinvestment Zone Five (City Center TIF District) in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the City Center area through the use of tax increment financing as amended; and

**WHEREAS**, on February 12, 1997, City Council, pursuant to Ordinance No. 23034, authorized the City Center TIF District Project Plan and Reinvestment Zone Financing Plan for the City Center TIF District, as amended; and

**WHEREAS**, on December 12, 2012, City Council, conducted a public hearing, received comments and approved amendments to the City Center TIF District Project and Reinvestment Zone Financing Plans and authorized Ordinance No. 12-3040 amending Ordinance No. 22802, previously approved on June 26, 1996, and an Ordinance No. 23034, previously approved February 12, 1997, to: (1) create two sub-districts within the City Center TIF District: (a) City Center Sub-district (original district boundary) and (b) Lamar Corridor/West End Sub-district; (2) increase the geographic area of the City Center TIF District to add approximately 27.14 acres to create the Lamar Corridor/West End Sub-district; (3) extend the current termination date of the City Center TIF District from December 31, 2012, to December 31, 2022, for the City Center Sub-district and establish a termination date for the Lamar Corridor/West End Sub-district of December 31, 2037; (4) decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; (5) increase the City Center TIF District's budget from \$87,567,717 total dollars to \$151,968,546 total dollars; and (6) make corresponding modifications to the City Center TIF District boundary, budget and Project and Reinvestment Zone Financing Plans; and

**WHEREAS**, on August 13, 2015, the City Center TIF District Board of Directors reviewed and recommended approval of a development agreement with WC 717 N Harwood Property, LLC and TIF funding for the redevelopment of the building at 717 North Harwood Street in an amount not to exceed \$1,650,000, to reimburse eligible project costs; and

**WHEREAS**, on September 21, 2015, the Economic Development Committee reviewed a briefing and recommended approval of TIF funding for the 717 N. Harwood Redevelopment Project in an amount not to exceed \$1,650,000; and

October 14, 2015

**WHEREAS**, in furtherance of the City Center TIF District Project Plan and Reinvestment Zone Financing Plan and to promote within the City Center TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to WC 717 N Harwood Property, LLC, for the 717 N. Harwood Redevelopment Project in the City Center Sub-district of the City Center TIF District as depicted in the project's renderings and elevations attached hereto as **Exhibit A1-A11**; and

**WHEREAS**, the expenditure of TIF funds supporting this redevelopment project is consistent with promoting development and redevelopment of the City Center TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the City Center TIF District.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute a development agreement with WC 717 N Harwood Property, LLC and the City of Dallas for the 717 N. Harwood Redevelopment Project and that future City Center TIF revenues in an amount not to exceed \$1,650,000, of which a portion is in the form of an Economic Development TIF Grant, is hereby dedicated to TIF reimbursable project costs associated with the 717 N. Harwood Redevelopment Project, as shown in **Exhibit B** – TIF Budget. TIF reimbursable project costs include, but are not limited to, environmental remediation and demolition, street and utility improvements, public infrastructure improvements and façade restoration.

**Section 2.** That the Chief Financial Officer is hereby authorized to encumber and disburse funds from future tax increments and subject to future appropriations from:

Fund 0035, Department ECO, Unit W029, Object 4510, Activity TCCN, Program No. CCTIF0013, CT ECOW029L252-01, Vendor No. VC14060, in an amount not to exceed \$713,643

Fund 0035, Department ECO, Unit W029, Object 3072, Activity TCCN, Program No. CCTIF0013, CT ECOW029L252-02, Vendor No. VC14060, in an amount not to exceed \$936,357

Total amount not to exceed \$1,650,000

October 14, 2015

**Section 3.** That nothing in this resolution shall be construed to require the City to approve future dedications of City Center TIF revenues (the "TIF Subsidy") from any source of the City funds other than the City Center TIF District Fund. Any portion of the TIF Subsidy that remains unpaid due to lack or unavailability of City Center TIF District Funds shall no longer be considered project costs of the City Center TIF District or the City and the obligation of the City Center TIF District to pay the Owner shall automatically expire.

**Section 4.** That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

- A. Minimum private investment of \$25,000,000 for the Project (acquisition, construction and construction related soft costs).

The term "Invest" or "Investment" means the sum of all acquisition costs, construction costs (hard and soft) paid, payable or actually incurred by or on behalf of the Owner, with respect to the Project and the improvements thereon. Construction related soft costs include the following items: architecture and engineering, interior design, construction management (if services are provided by an independent third party other than the developer). Carrying or other similar costs shall not be considered toward this definition of project investment. The owner must provide verification of all expenditures.

- B. Redevelopment of the Project shall include:
- a. Minimum \$20,000,000 investment in building improvements, including but not limited to building mechanical, electrical, plumbing and life safety systems, environmental remediation, façade improvements, interior and exterior demolition, tenant improvement costs and design and engineering fees
  - b. Minimum 7,000 square feet of newly converted ground floor retail/restaurant space
  - c. Renovation of at least 400,000 square feet of office space, and
  - d. Streetscape improvements
- C. Obtain a building and/or demolition permit from the City and start construction for the Project by December 31, 2015;
- D. Obtain a Certificate of Occupancy (CO) for a minimum of 300,000 square feet of rentable office space by July 31, 2016;

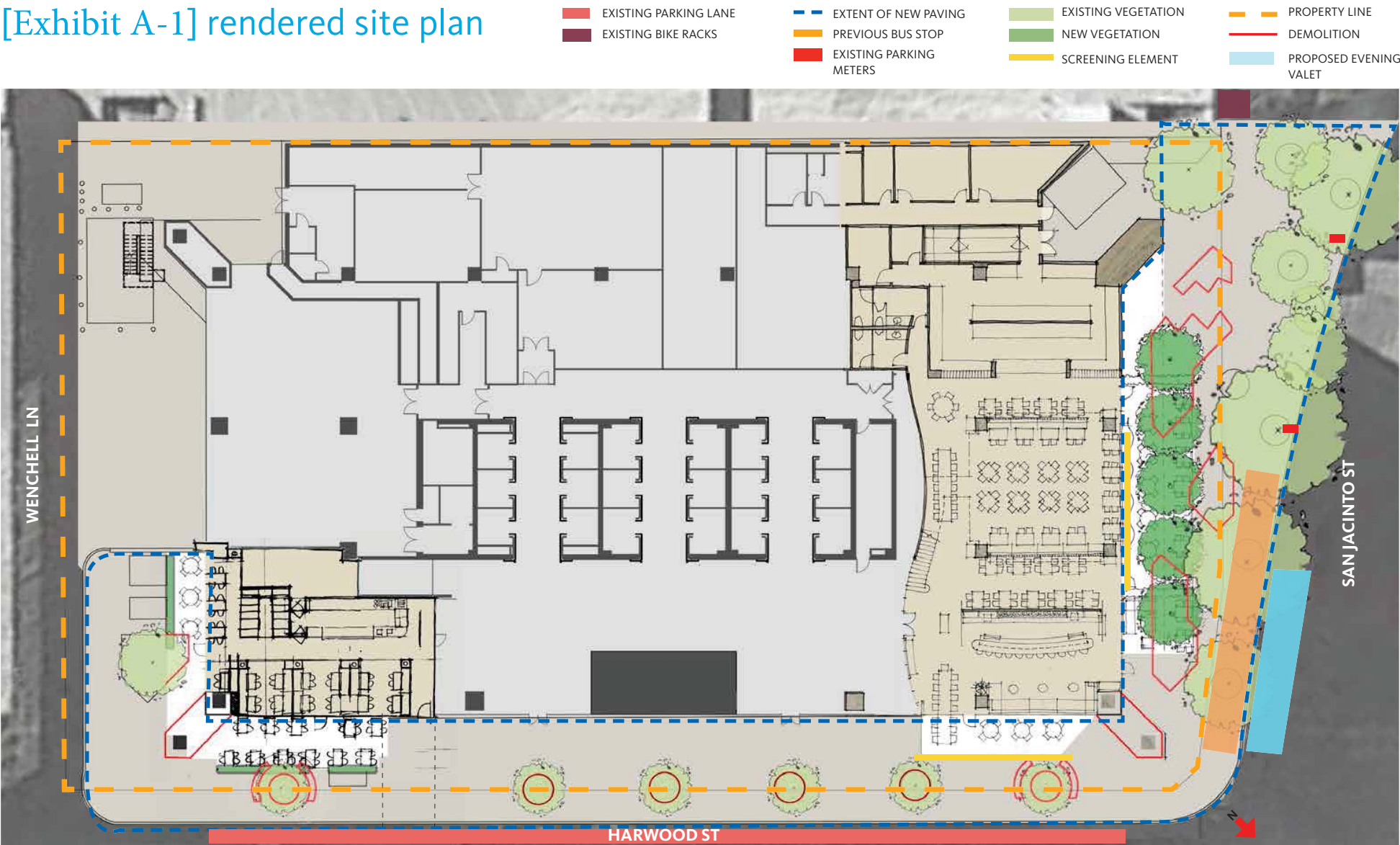
October 14, 2015**Section 4. (Continued)**

- E. Obtain final acceptance of public infrastructure improvements associated with the Project, as evidenced by the issuance of a Green Tag from the Public Works Department by July 31, 2016, and submit documentation to the Office of Economic Development (the "OED");
- F. Execute an Operating and Maintenance agreement for public infrastructure improvements associated with the Project by June 31, 2016, for a period of 20 years;
- G. A minimum of 50% of the newly converted ground floor retail/restaurant space must be occupied prior to TIF Reimbursement and shall not permanently discontinue or close at any time during the TIF reimbursement payment period;
- H. Owner shall construct public and private improvements (Project) that substantially conform in design and materials to images and site plans approved by the City Center TIF Board of Directors, the Dallas City Design Studio and Dallas City Council as shown in **Exhibit A1-A11** - site plan, preliminary conceptual renderings, and building materials unless modifications are approved by the Director;
- I. Owner shall submit to the Director of the OED a quarterly status report for ongoing work on the project, as well as public improvements. Status reports will be due once every three months after the Council approval date;
- J. Owner shall make a good faith effort to (i) comply with the Business Inclusion and Development ("BID") goal of twenty-five percent (25%) Minority/Women-owned Business Enterprise (M/WBE) participation for TIF reimbursable improvements, and (ii) achieve a goal of 25% certified M/WBE participation for total private improvement construction expenditures for the Project, and meet all reporting requirements for each; and
- K. If necessary, the project deadline can be extended up to 6 months, subject to the Office of Economic Development Director and City Center TIF District Board of Director's approval.

**Section 5.** That should WC 717 N Harwood Property, LLC, not perform one or more of the contingencies listed above, the City Manager is authorized to terminate the development agreement and disallow the total TIF Subsidy up to an amount not to exceed \$1,650,000.

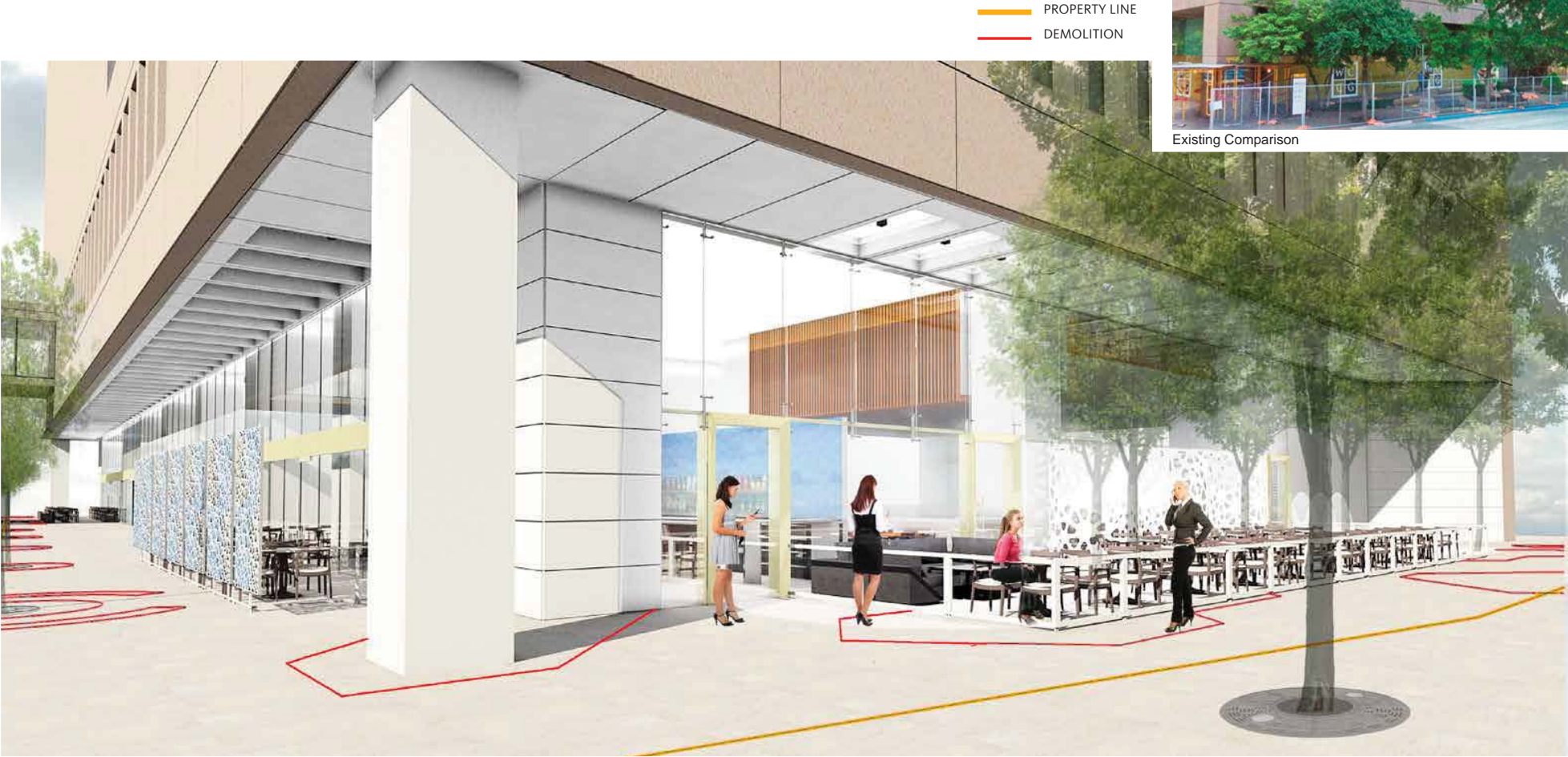
**Section 6.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

[Exhibit A-1] rendered site plan





[Exhibit A-2] color renderings



Restaurant: Daytime Rendering

## [Exhibit A-3] color renderings



Restaurant: Evening Rendering



[Exhibit A-4] color renderings

PROPERTY LINE  
DEMOLITION



Existing Comparison



Deli from Harwood



[Exhibit A-5] color renderings\_ new portal views



W1 - Wenchell North



W2 - Wenchell South



Intended column finish similar to interior except with exterior grade epoxy plaster

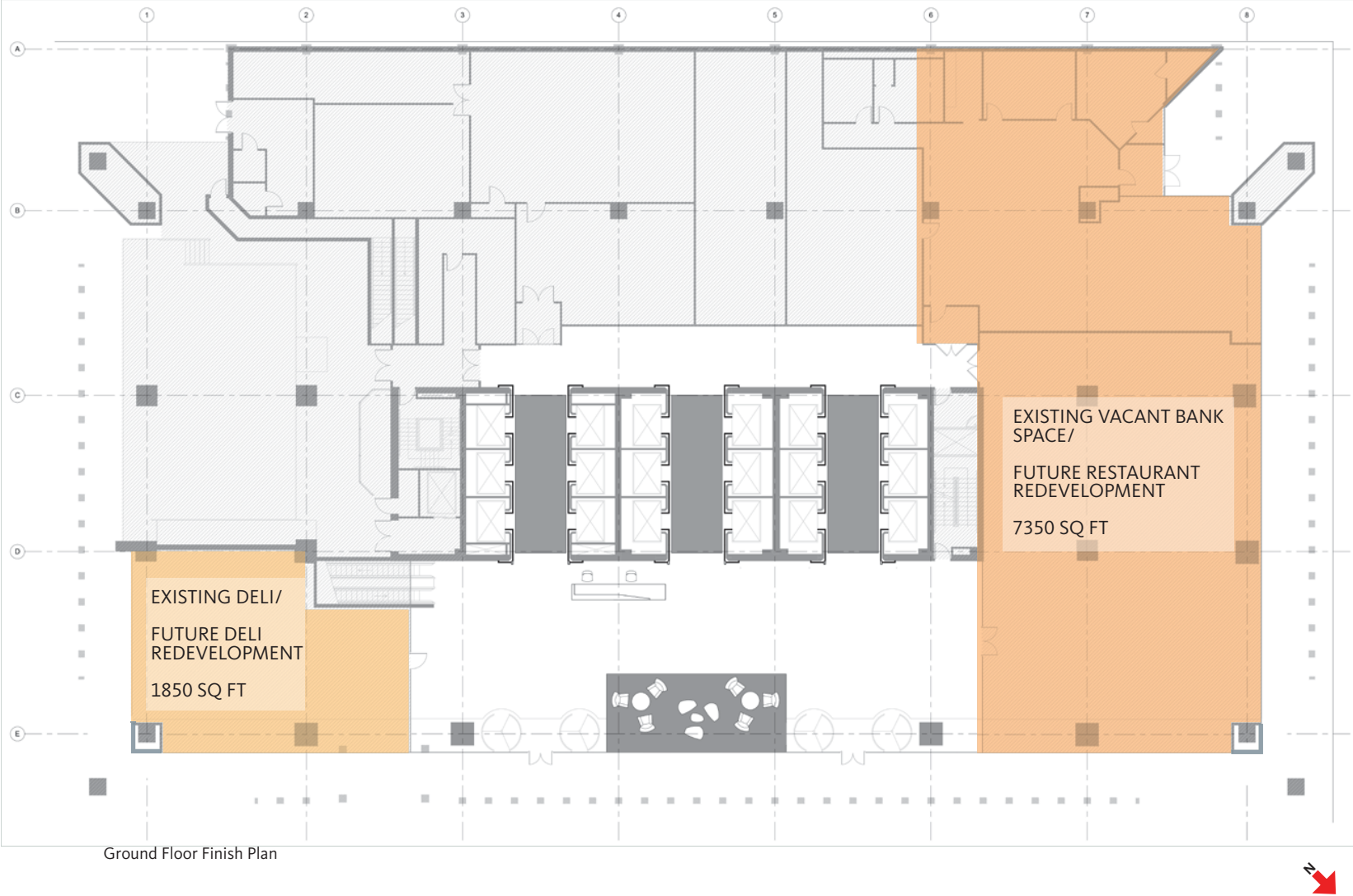


S1 - San Jacinto East

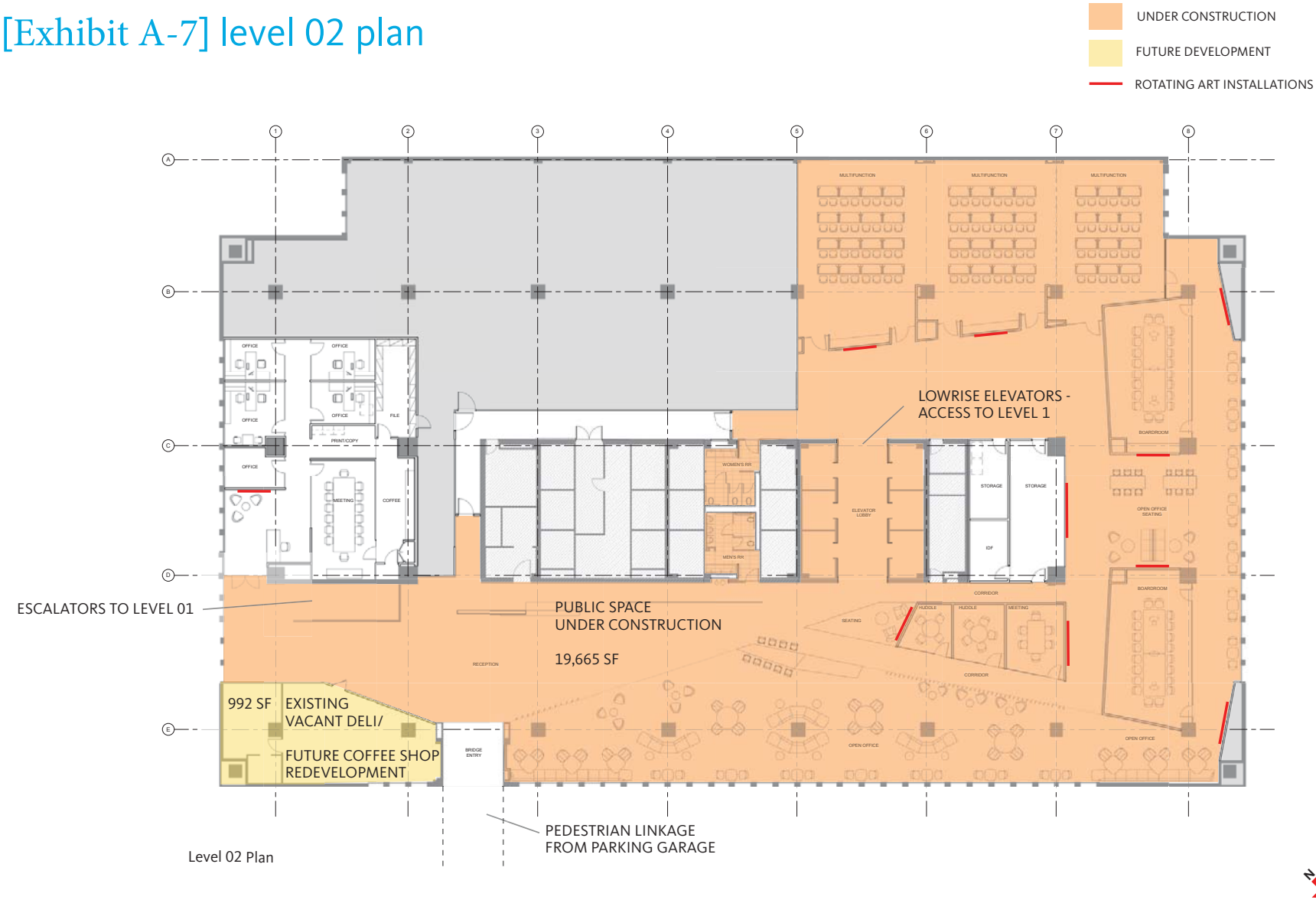


S2 - San Jacinto West

[Exhibit A -6] ground floor plan

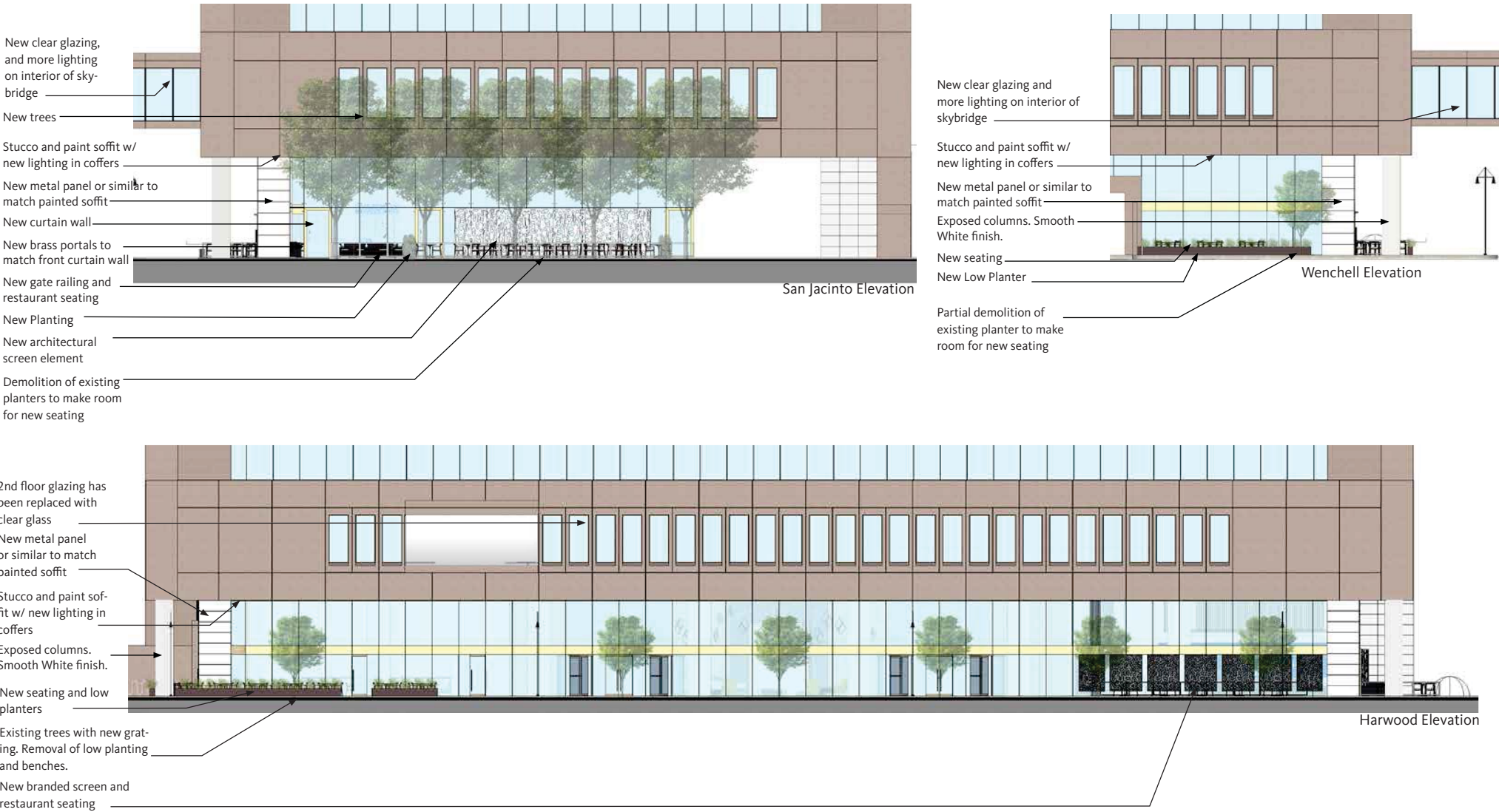


[Exhibit A-7] level 02 plan





# [Exhibit A-8] building elevations



## [Exhibit A-9] project description

717 North Harwood is a 34 story, 844,326 square foot office tower located in the City Center TIF District of downtown Dallas.

### **Overview:**

After years of poor maintenance and low occupancy levels, the office tower formerly known as KPMG Centre was foreclosed upon in June of 2012 and subsequently acquired by World Class Capital Group in March of 2014. The interior and exterior street-level improvements included herein are part of a broader capital investment aimed at restoring 717 N. Harwood to prominence with a program designed to acquire high-quality tenants, therefore accelerating the revitalization of downtown Dallas. The partially occupied building is immediately adjacent to the Arts District with close proximity to the city's DART rail and bus lines, as well as the recent expansion of the M-Line Trolley.

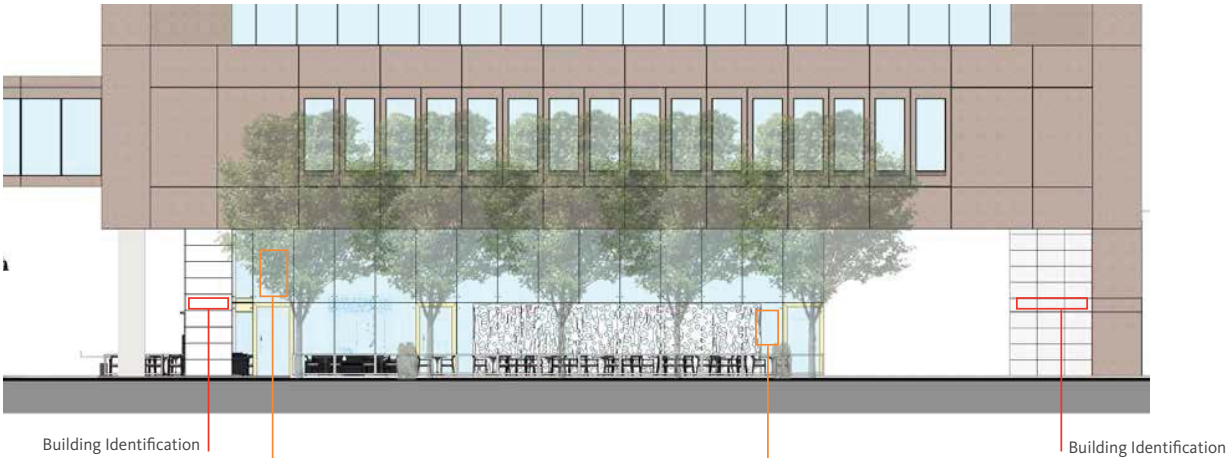
### **Lobby Upgrades & New Restaurant Space:**

The existing ground floor is cosmetically and functionally outdated. Cosmetically, we plan to remove existing furniture and finishes and replace them with modern materials equivalent to those found in newly constructed class AA buildings. Functionally, we intend to redevelop the vacant bank space on the West end of the ground floor into a high-end Restaurant with outdoor seating. Similarly, on the East end of the ground floor, we plan to update and completely rebrand the existing Deli space to cater to a lunch crowd looking for fresh, healthy menu options. Finally, our plans include opening up the second floor to the public by way of the pedestrian skybridge that connects the second floor to the Bryan Tower parking garage located across Harwood Street. The second floor will include extensive public office and meeting space, and several art installations designed to rotate on a schedule coordinated with local vendors from the neighboring Arts District.

### **Building Exterior and Landscaping:**

The exterior of 717 N. Harwood at the street-level requires significant updates to create a vibrant and welcoming presence necessary to maintain a vibrant streetscape. Plans include replacing the existing reflective glass with a clear glazing system to provide retail and common areas with enhanced visibility to pedestrian and street traffic. The clear glazing system will help to illuminate the exterior at night, creating an enhanced sense of activity and safety. The heavy aggregate is being refinished with light plaster on the soffits and metal panel on the angled columns for a modern aesthetic. Additionally, the East and West ends of the ground floor have been redesigned to include outdoor seating and improved pedestrian thoroughfares. The landscaping is being redeveloped to enhance visual and pedestrian connections into and across the site, replacing obstructive bench seating and low planting with pedestrian-friendly tree grates. Berms are being removed to make way for outdoor seating and a greater flow through the site, improving neighborhood connectivity. Another key upgrade includes branding elements and signage designed to attract visitors into the building for the various amenities. Collectively, these capital improvements aim to improve the visitor experience and viability of new tenants.

[Exhibit A-10] additional materials - signage



Restaurant Name / Identification

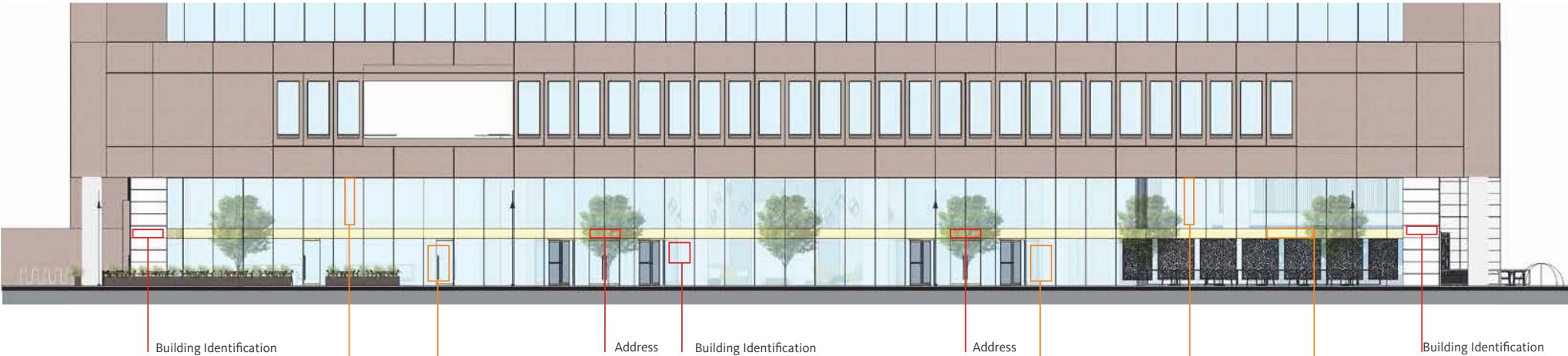


Restaurant Name / Identification

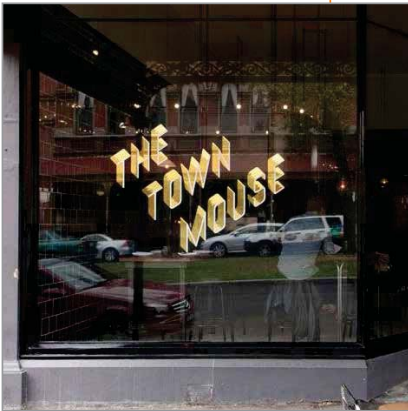


San Jacinto Signage

[Exhibit A-11] additional materials - signage



Deli Name / Identification



Restaurant Name / Identification



Restaurant Name / Identification



Harwood Signage



## **EXHIBIT B – 717 N. HARWOOD TIF BUDGET**

The total amount of the TIF reimbursement shall not exceed \$1,650,000 to support renovation of the building's ground floor commercial space and streetscape improvements. Actual TIF, including Economic Development TIF Grant, amount will be based on actual expenditures for each line item in the reimbursement budget below.

Description	Amount
<b>Public Infrastructure Improvements</b> <i>Streetscape improvements, Landscaping, Lighting, Signage, Design and Engineering, Contingency Costs (5%)</i>	\$713,643
<b>Grant for Redevelopment/Development Projects</b> <i>Environmental Remediation, Interior &amp; Exterior Demolition, Façade Improvements, Storefront Improvements, Design and Engineering, Contingency Costs (5%)</i>	\$936,357
<b>Total TIF Funding Recommended</b>	<b>\$1,650,000</b>



**KEY FOCUS AREA:** Clean, Healthy Environment

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Housing/Community Services

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a grant from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP) in an amount not to exceed \$806,510 for the period September 1, 2015 through August 31, 2016, and execution of the required grant agreements; **(2)** the acceptance of a grant from the Texas Department of State Health Services (TDSHS): **(a)** to provide services to the homeless through the Healthy Community Collaborative in the amount of \$2,613,607 for the period July 1, 2014 through August 31, 2017; and **(b)** a private 1:1 cash match in an amount not to exceed \$2,613,607 and execution of the grant agreement(s); and **(3)** the first amendment to the Management Services Contract, Phase II, with Bridge Steps to: **(a)** allow Bridge Steps to count the TDHCA and TDSHS funds toward Bridge Steps' required contribution to the Bridge operating budget for the period September 1, 2015 through August 31, 2016; and **(b)** require Bridge Steps to comply with all conditions of the TDHCA and TDSHS grant agreements - Total not to exceed \$3,420,117 - Financing: Texas Department of Housing and Community Affairs Grant Funds (\$806,510) and Texas Department of State Health Services Grant Funds (\$2,613,607)

**BACKGROUND**

The Homeless Assistance Center, located at 1818 Corsicana Street, is owned by the City of Dallas, and is operated by Bridge Steps, a Texas non-profit corporation with whom the City contracts under a Management Services Contract, Phase II, for the operation, programming, and management of The Bridge. Opened on May 20, 2008, The Bridge provides a centralized entry point for homeless persons to access multiple services at one location through on-site services and co-located agencies. The Bridge serves more than 7,000 persons experiencing homelessness per year.

## **BACKGROUND** (Continued)

During the 81<sup>st</sup> State Legislative Session in 2009, the State Legislature appropriated funding to be administered by the Texas Department of Housing and Community Affairs (TDHCA) for the Homeless Housing and Services Program (HHSP) to provide funding to the eight largest cities in Texas in support of services to homeless individuals and families. Cities currently served through HHSP include Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Houston, and San Antonio.

The purpose of the HHSP is to provide housing and services for individuals and families who are homeless or at risk of homelessness. Eligible activities include construction, development, or rehabilitation of housing for eligible persons; direct services to eligible persons; case management; housing retention; homelessness prevention; rental assistance; or other related activities.

The City of Dallas was awarded HHSP funding from TDHCA in 2010, 2011, 2012, 2013, and 2014, which provided operating assistance for The Bridge and was used to leverage City and County funding.

On September 9, 2015, the City of Dallas was notified that it would receive a 2015 HHSP award from TDHCA in the amount of \$806,510. Subsequently, TDHCA requested that the City of Dallas, along with the other seven HHSP grantees, apply a pro-rata portion (\$16,130) of its HHSP grant award to support *Youth Count Texas!* *Youth Count Texas!* is an initiative, mandated by the legislature to be administered by TDHCA, to conduct a statewide count of homeless and unstably housed youth during 2015-16. The local Continuum of Care through Metro Dallas Homeless Alliance (MDHA) will be enlisted to participate in the youth count. With approval of this item, \$790,380 of this year's HHSP grant funds would be used to continue operating assistance for The Bridge and leveraging of City and County funding and \$16,130 to support the youth count.

Senate Bill 58 of the 83<sup>rd</sup> regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding community collaborative projects to improve the access to care, quality/comprehensiveness of care, and outcomes for persons who are both homeless and have a mental illness. The Texas Department of State Health Services requested applications from five Texas municipalities in counties with populations of more than one million, including Bexar, Dallas, Harris, Tarrant, and Travis. In FY2014, the City of Dallas applied and was awarded \$5,177,000 in funds to service mentally ill and substance abuse homeless individuals. The City was awarded an additional \$2,613,607 for FY2016 to continue to serve mentally ill and substance abuse homeless individuals.

## **BACKGROUND** (Continued)

The City subcontracted with The Bridge Steps (Bridge) through the Homeless Assistance Center to provide services to homeless clients with mental illness and substance abuse. The Bridge has served over 30% of their clients with a portion of FY 2014 funds, approximately \$1,600,000, to provide wrap around services such as triage, counseling, case management and outreach.

Acceptable uses of the grant money require matching funds to include the establishment or expansion of a community collaborative of service providers focused on meeting the needs of the mentally ill homeless population, the establishment, operation and/or maintenance of minimum services and, once requirements are met, the provision and/or coordination of optional services.

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

On October 22, 2014, City Council authorized the City Manager to: (1) execute an Interlocal Agreement with Dallas County for up to \$1,000,000 in funds to provide homeless assistance services at The Bridge; (2) accept a grant from TDHCA in the amount of \$756,818; and (3) execute a ninth amendment to the Management Services Contract, Phase II, with Bridge Steps to allow Bridge Steps to count both the Dallas County and TDHCA funds toward Bridge Steps' required contribution to The Bridge operating budget, by Resolution No. 14-1792.

On January 14, 2015, City Council authorized an amendment to Resolution No. 14-1792, to accept additional funds in the amount of \$20,142 (from \$756,818 to \$776,960) in the grant from the Texas Department of Housing and Community Affairs, to allow Bridge Steps to count the additional funds toward Bridge Steps' required contribution to The Bridge operating budget and require Bridge Steps to comply with all conditions of the grant agreement, by Resolution No. 15-0114.

On February 11, 2015, City Council authorized a tenth amendment to the Management Services Contract, Phase II, with Bridge Steps to count Dallas County Emergency Solutions Grant (ESG) funds toward Bridge Steps' required contribution to the Bridge operating budget and require Bridge Steps to comply with all conditions of the agreements and matching fund requirements, by Resolution No. 15-0274.

On August 17, 2015, the Housing Committee was briefed on The Bridge operations, services, number served, and financial concerns.

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

On September 22, 2015, City Council authorized: (1) the first five (5)-year renewal option to the Management Services Contract, Phase II, with Bridge Steps for the continued operation, programming, and management of The Bridge; (2) FY2015-16 City funding in an amount of \$3,800,000; (3) an FY2015-16 Interlocal Agreement with Dallas County to accept \$1,000,000, for operation of The Bridge; (4) an Interlocal Agreement with Dallas County to accept FY2015-16 Emergency Solutions Grant (ESG) funds for shelter operations at The Bridge in the amount of \$113,357; and (5) use of FY2015-16 City of Dallas ESG funds for shelter operations at The Bridge in the amount of \$378,279, by Resolution No. 15-1800.

Information about this item will be provided to the Housing Committee on October 5, 2015.

**FISCAL INFORMATION**

\$806,510 - Texas Department of Housing and Community Affairs Grant Funds

\$2,613,607 - Texas Department of State Health Services Grant Funds

**ETHNIC COMPOSITION**

**Bridge Steps Staff**

Black Female	29	Black Male	29
White Female	14	White Male	12
Hispanic Female	5	Hispanic Male	5
Asian Female	3	Asian Male	2

October 14, 2015

**WHEREAS**, during the 81<sup>st</sup> State Legislative Session in 2009, the State Legislature appropriated funds to be administered by the Texas Department of Housing and Community Affairs (TDHCA) to fund the Homeless Housing and Services Program (HHSP) in the eight largest cities in Texas; and

**WHEREAS**, cities currently served through HHSP include Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Houston, and San Antonio; and

**WHEREAS**, the City was awarded, and the City Council approved, receipt of HHSP funding from TDHCA in 2010, 2011, 2012, 2013, and 2014, which provided operating assistance for The Bridge and leveraged City and County funding; and

**WHEREAS**, on September 9, 2015, the City was notified that it would receive a 2015 HHSP award from TDHCA in the amount of \$806,510, for the period September 1, 2015 through August 31, 2016; and

**WHEREAS**, the City desires to accept this 2015 HHSP award from TDHCA for the continued operation of The Bridge, and to amend the contract with Bridge Steps to use this funding for that purpose, as well as for support of *Youth Count Texas!* ; and

**WHEREAS**, Senate Bill 58 of the 83<sup>rd</sup> regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding community collaborative projects to improve the access to care, quality/comprehensiveness of care, and outcomes for persons who are both homeless and have a mental illness; and

**WHEREAS**, the five eligible municipalities and counties include: Bexar, Dallas, Harris, Tarrant, and Travis; and

**WHEREAS**, in FY2014 the City was granted \$5,177,000 in funds to service mentally ill and substance abuse homeless individuals; and

**WHEREAS**, the City desires to accept the additional FY 2016 funds in the amount of \$2,613,607 to continue to serve mentally ill and substance abuse homeless individuals;

October 14, 2015

**NOW, THEREFORE,**

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

**Section 1.** That following approvals as to form by the City Attorney, the City Manager is hereby authorized to: **(1)** accept a grant from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP) in an amount not to exceed \$806,510 for the period September 1, 2015 through August 31, 2016, and execution of the required grant agreements; **(2)** accept a grant from the Texas Department of State Health Services (TDSHS) (Contract No. 2014-045801-001B): **(a)** to provide services to the homeless through the Healthy Community Collaborative in the amount of \$2,613,607 for the period July 1, 2014 through August 31, 2017; and **(b)** a private 1:1 cash match in an amount not to exceed \$2,613,607 and execution of the grant agreement(s); and **(3)** the first amendment to the Management Services Contract, Phase II, with Bridge Steps to: **(a)** allow Bridge Steps to count the TDHCA and TDSHS funds toward Bridge Steps' required contribution to the Bridge operating budget for the period September 1, 2015 through August 31, 2016; and **(b)** require Bridge Steps to comply with all conditions of the TDHCA and TDSHS grant agreements.

**Section 2.** That the City Manager is hereby authorized to establish appropriations in Fund S284, Dept. HOU, Unit 1796, in an amount not to exceed \$806,510.

**Section 3.** That the Chief Financial Officer is hereby authorized to receive and deposit TDHCA grant funds in Fund S284, Dept. HOU, Unit 1796, Revenue Source Code 6516, in an amount not to exceed \$806,510.

**Section 4.** That the Chief Financial Officer is authorized to disburse TDHCA funds to Bridge Steps, Vendor No. VS0000067075, from Fund S284, Dept. HOU, Unit 1796, Object Code 3099, Encumbrance No. CTGH184739, in an amount not to exceed \$790,380, for the period September 1, 2015 through August 31, 2016.

**Section 5.** That the City Manager is hereby authorized to use TDHCA grant funds in Fund S284, Dept. HOU, Unit 1796, in an amount not to exceed \$16,130, for the period September 1, 2015 through August 31, 2016, to support *Youth Count Texas!* in the manner directed by TDHCA, and to execute any and all documents required by TDHCA for this purpose.

**Section 6.** That the City Manager is hereby authorized to establish appropriations in Fund S290, Dept. HOU, Unit 1817, in an amount not to exceed \$2,613,607.

**Section 7.** That the Chief Financial Officer is hereby authorized to receive and deposit TDSHS grant funds in Fund S290, Dept. HOU, Unit 1817, Revenue Source 6508, in an amount not to exceed \$2,613,607.

October 14, 2015

**Section 8.** That the Chief Financial Officer is hereby authorized to disburse TDSHS grant funds from Fund S290, Dept. HOU, Unit 1817, Object Code 3099, in an amount not to exceed \$2,613,607.

**Section 9.** That the City Manager is authorized to provide additional information and take other actions or make adjustments relating to the grant budget as may be necessary in order to satisfy TDHCA and TDSHS requirements.

**Section 10.** That the City Manager is hereby authorized to reimburse to TDHCA and TDSHS any expenditures identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

**Section 11.** That the City Manager shall keep the appropriate City Council Committee informed of all final TDHCA and TDSHS monitoring reports not later than 30 days after the receipt of the report.

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





**AGENDA ITEM # 42**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 55 X

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the boundaries of Specific Use Permit No. 1571 for a tower/antenna for cellular communication limited to a monopole cellular tower on property zoned a CR Community Retail District northeast of the intersection of South Lancaster Road and East Kiest Boulevard

Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions

Z145-125(OTH)

**FILE NUMBER:** Z145-125(OTH)**DATE FILED:** November 14, 2014**LOCATION:** Northeast of the intersection of South Lancaster Road and East Kiest Boulevard**COUNCIL DISTRICT:** 4**MAPSCO:** 55X**SIZE OF REQUEST:** Approx. 17,148 sq. ft.**CENSUS TRACT:** 88.01**APPLICANT:** Jon Dohm, Crown Castle**REPRESENTATIVE:** Vincent Huebinger**OWNER:** Donaldson Properties

**REQUEST:** An application for an amendment to the boundaries of Specific Use Permit No. 1571 for a tower/antenna for cellular communication limited to a monopole cellular tower on property zoned a CR Community Retail District.

**SUMMARY:** The applicant proposes to continue to use this portion of the property with the existing monopole cellular tower with a height of 90 feet. The request site is approximately 1,781 square feet and is located within a parking lot of a multi-tenant retail development. On January 12, 2005, the City Council approved this Specific Use Permit for a ten-year period with eligibility for automatic renewals for additional ten-year periods. The applicant missed the application filing deadline to be considered for an automatic renewal. Therefore, it had to be considered by the City Plan Commission and City Council. After the City Plan Commission recommended approval of the renewal on February 19, 2015, it was recognized that the applicant wanted to reduce the boundaries of the SUP area. The applicant indicates the change is requested to coincide with the lease area for the monopole tower. As a result, the City Plan Commission had to reconsider the request.

**CPC RECOMMENDATION:**

**Approval** for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions.

**STAFF RECOMMENDATION:**

**Approval** for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions.

**GUIDING CRITERIA FOR STAFF RECOMMENDATION:**

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* –The proposed use has not had a negative impact on the surrounding area.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – Continuing to utilize this portion of the property for a monopole cellular tower will not deter or contribute to the welfare of adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The use of this portion of the property for a monopole cellular tower will not be a detriment to the public health, safety, or general welfare of the area.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, the existing use complies with all applicable zoning regulations and standards. No variances or special exceptions are requested.

**Zoning History:** There has been one recent zoning change in the area within the last five years:

1. **Z123-217** On January 8, 2014, the City Council approved Planned Development District No. 902 for mixed uses on property at the south corner of East Corning Avenue and South Lancaster Road.

**Thoroughfares/Streets:**

Thoroughfare/Street	Type	Existing ROW
E. Kiest Boulevard	Local	100 feet
S. Lancaster Road	Local	80 feet

**Parking:**

No parking changes are being made with this request.

**STAFF ANALYSIS:**

**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being in a Transit Center/Multi-Modal Building Block.

The proposed use of the property is not addressed by the Transit Center/Multi-modal Building Block. The use is not contradictory to the vision of the building block.

**Surrounding Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
Site	CR	monopole tower/tower antenna
North	CR & SUP No. 1774	Retail, OE Charter School
East	CS	Retail
South	CS & PD No. 426	Retail, Transit Station
West	CS & PD No. 902	Retail, Multifamily uses

**Land Use Compatibility:**

Community serving retail uses adjoin the request site on all sides with an open-enrollment charter school also located in the retail development to the northeast.

The existing CR Community Retail zoning allows a tower/antenna for cellular communication to be constructed up to a height of 65 feet by right; however, if the tower/antenna for cellular communication exceeds 65 feet in height, an SUP is required. The existing site plan and conditions will not change.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been

Z145-125(OTH)

established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

**Landscaping:**

No landscape changes are being triggered with this request.

**CPC Action – September 3, 2015**

**Motion:** It was moved to recommend **approval** of an amendment to the boundaries of Specific Use Permit No. 1571 for a tower/antenna for cellular communication limited to a monopole cellular tower for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan and conditions on property zoned a CR Community Retail District northeast of the intersection of South Lancaster Road and East Kiest Boulevard.

Maker: Anglin  
Second: Shellene  
Result: Carried: 13 to 0

For: 13 - Anglin, Emmons, Shidid\*, Anantasomboon\*,  
Bagley, Lavallaisaa, Tarpley, Shellene,  
Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0  
Absent: 1 - Rodgers  
Vacancy: 1 - District 4

\*out of the room, shown voting in favor

<b>Notices:</b>	Area: 200	Mailed: 12
<b>Replies:</b>	For: 0	Against: 0

**Speakers:** None

**CPC Recommended Conditions**  
**SUP No. 1571**  
**Z145-125(OTH)**

1. USE: The only use authorized by this specific use permit is a tower/antenna for cellular communication limited to a monopole cellular tower.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (10 years from date of passage), but is eligible for automatic renewal for additional 10-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. HEIGHT: The monopole cellular tower authorized by this specific use permit may not exceed 90 feet in height.
5. OFF-STREET PARKING: Off-street parking must be provided as shown on the attached site plan, with one space designated for this use.
6. COLLOCATION SHARED USE WITH OTHER CARRIERS: Any tower/antenna support structure at this site authorized by this specific use permit that exceeds 65 feet in height must be constructed to support the antenna arrays for at least two other wireless communications carriers. The tower/antenna support structure must be made available to other wireless communication carriers upon reasonable terms.
7. MAINTENANCE: The entire Property must be properly maintained in a state of good repair and neat appearance.
8. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

## PROPOSED SITE PLAN

### ZONING MAP

### ZONING SITE PLAN

**PROJECT TYPE**  
EXISTING TOWER SITE  
RENEWAL SUP - #1571

**DATE**  
MARCH 30, 2015

**SITE NAME:**  
8U25306 LANCASTER /CROWN CASTLE-JON DOWM

**SITE INFORMATION**  
ADDRESS: 803 E. KIEST BOULEVARD  
DALLAS, TEXAS 75216  
Lot: 464 33'x74'5.1" (unimproved)  
USE: TELECOMMUNICATIONS FACILITY  
ZONING FILE NO.: 2143-125 (OTH)

**CONTACT INFORMATION**  
HALEY RECK  
803 E. KIEST BOULEVARD  
DALLAS, TEXAS 75216  
PHONE: (972) 374-4281  
EMAIL: haley@peak-communications.com

**CONSULTANTS**  
VINCENT GERARD & ASSOCIATES  
1715 S. CAPITAL OF TEXAS HWY  
AUSTIN, TEXAS 78746  
PHONE: (512) 328-2893  
VINCE HUBBARD

**ZONING SITE PLAN**  
This plan is submitted in accordance with the requirements of the City of Dallas, Texas, for the purpose of obtaining a zoning change. The applicant warrants that the information provided is true and correct to the best of their knowledge and belief. The applicant also warrants that the information provided is not misleading, deceptive, or fraudulent in any way. The applicant further warrants that the information provided is not in violation of any applicable laws, regulations, or ordinances. The applicant also warrants that the information provided is not in violation of any applicable laws, regulations, or ordinances. The applicant further warrants that the information provided is not in violation of any applicable laws, regulations, or ordinances.

### ZONING DISTRICT LEGEND

"CR" Commercial  
"MF" Multi-Family  
"PD" Planned Development  
"R" Single-Family Residential

### VICINITY MAP

### AERIAL IMAGERY

### TOWER - TYPICAL

(G) EXISTING ANTENNAS (T-MOBILE)  
(G) EXISTING CLEARANCE ANTENNAS  
(G) EXISTING ANTENNAS (CELLS)  
(G) EXISTING MONOPOL  
(G) EXISTING UTILITY INFRASTRUCTURE  
(G) EXISTING TOWER  
(G) EXISTING EQUIPMENT RACK

### NOT TO SCALE

### DETAIL SITE PLAN

SCALE 1" = 25'-0"

### APPROVAL BOX

ORIGINAL SUBMITTAL DATE: \_\_\_\_\_

ACCEPTED FOR APPROVAL: \_\_\_\_\_

CITY OF DALLAS, TEXAS

### NOT TO SCALE

### NOT TO SCALE

### NOT TO SCALE

### NOT TO SCALE

### NOT TO SCALE

### NOT TO SCALE

### NOT TO SCALE

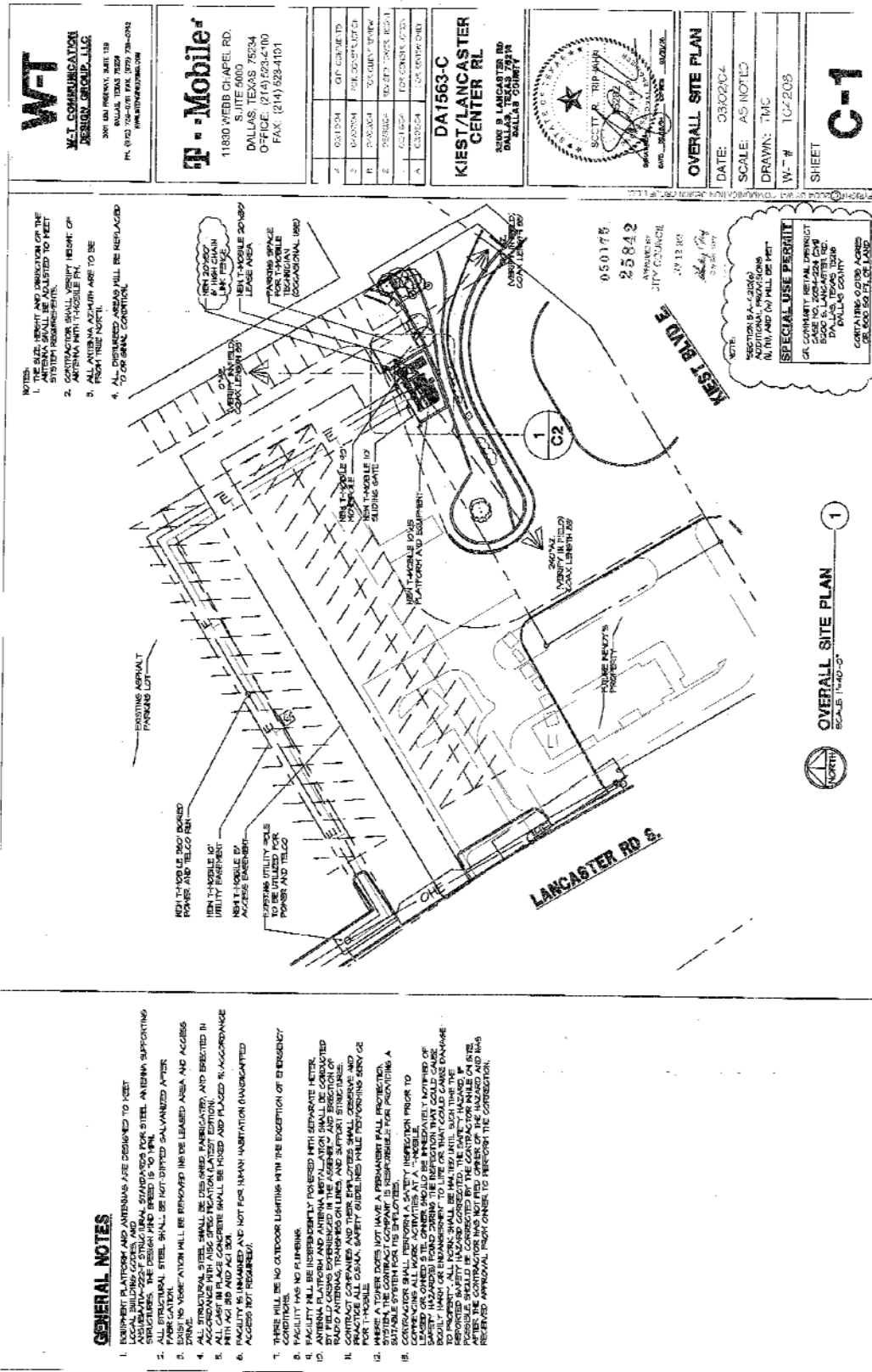
### NOT TO SCALE

### NOT TO SCALE

### NOT TO SCALE



## Existing Site Plan



## **List of Partners**

### **Crown Castle:**

W. Benjamin Moreland	President and CEO
James D. Young	Chief Operating Officer
Jay A. Brown	Chief Financial Officer and Treasurer
E. Blake Hawk	Executive Vice President and General Counsel
Patrick Slowey	Senior Vice President and Chief Commercial Officer
Phil Kelley	Senior Vice President, Corporate Development and Strategy
Laura Nichol	Senior Vice President, Business Support

### **Donaldson Properties, Ltd.**

Spigel Properties, Inc.	General Partner
Stanley Spigel	Limited Partner
Barbara Spigel	Limited Partner
Stuart Spigel	Limited Partner
Julie Lynn Zimmermann	Limited Partner

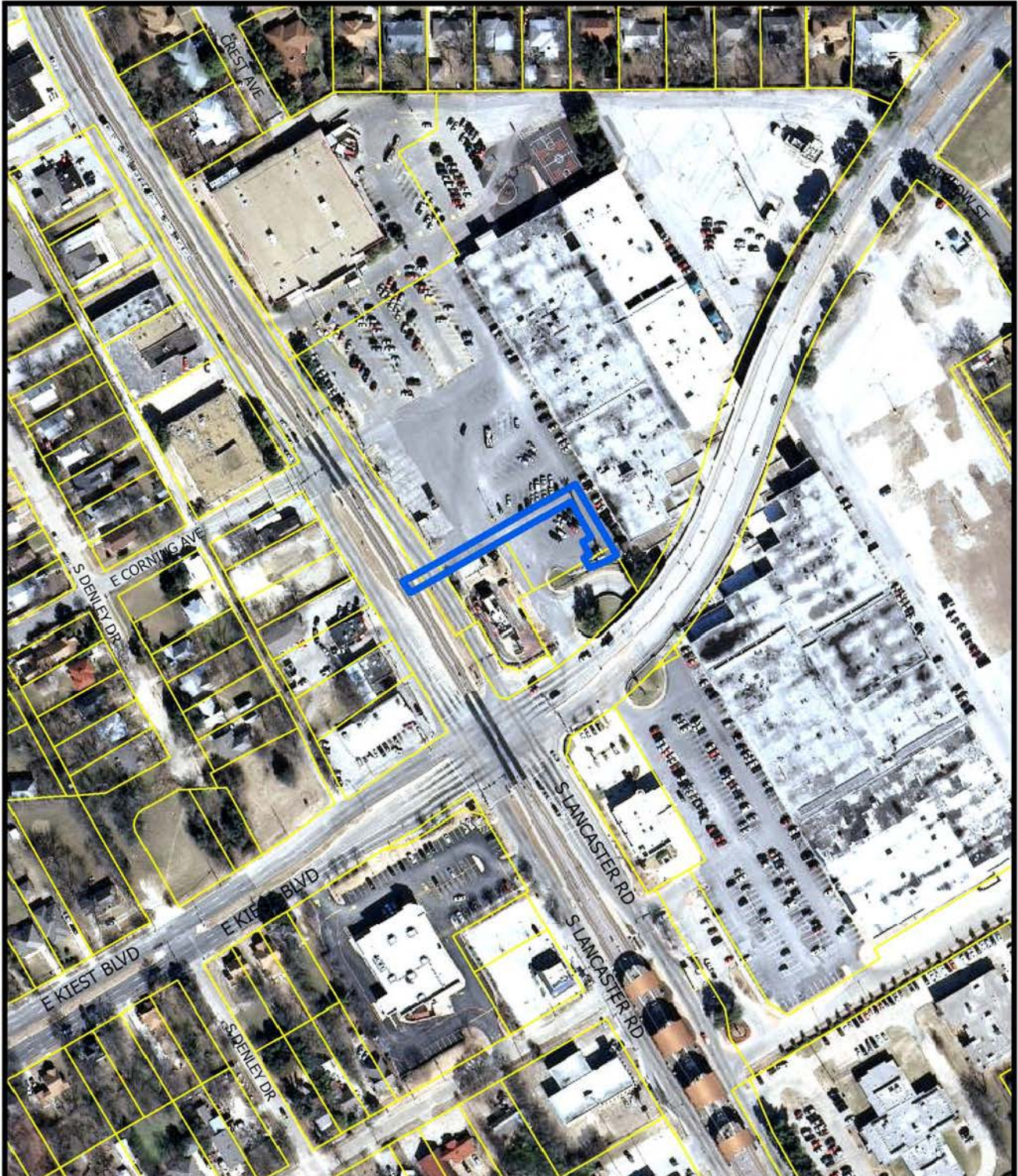
**VICINITY MAP**

Case no: **Z145-125**

Date: **8/18/2015**

1:4,800





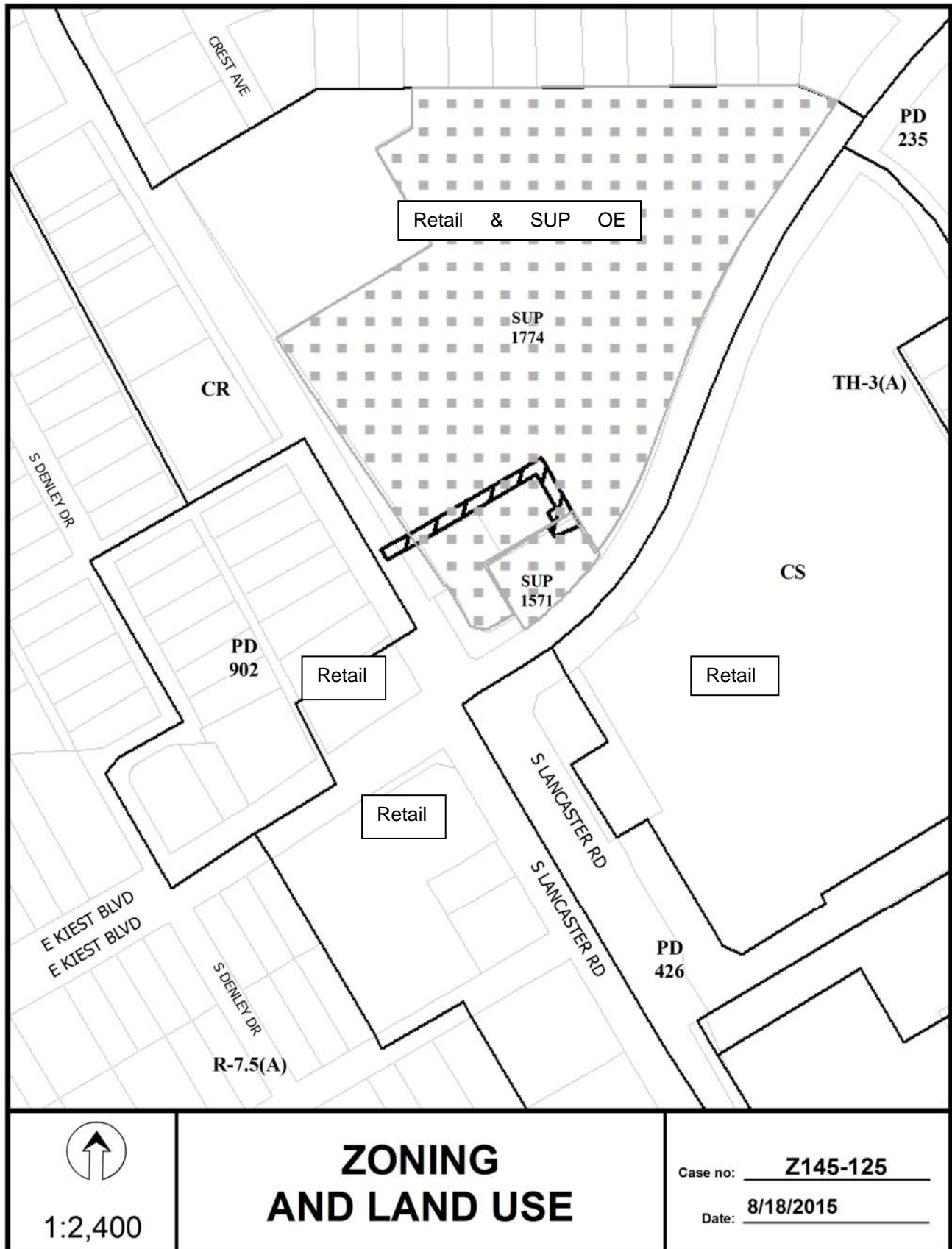
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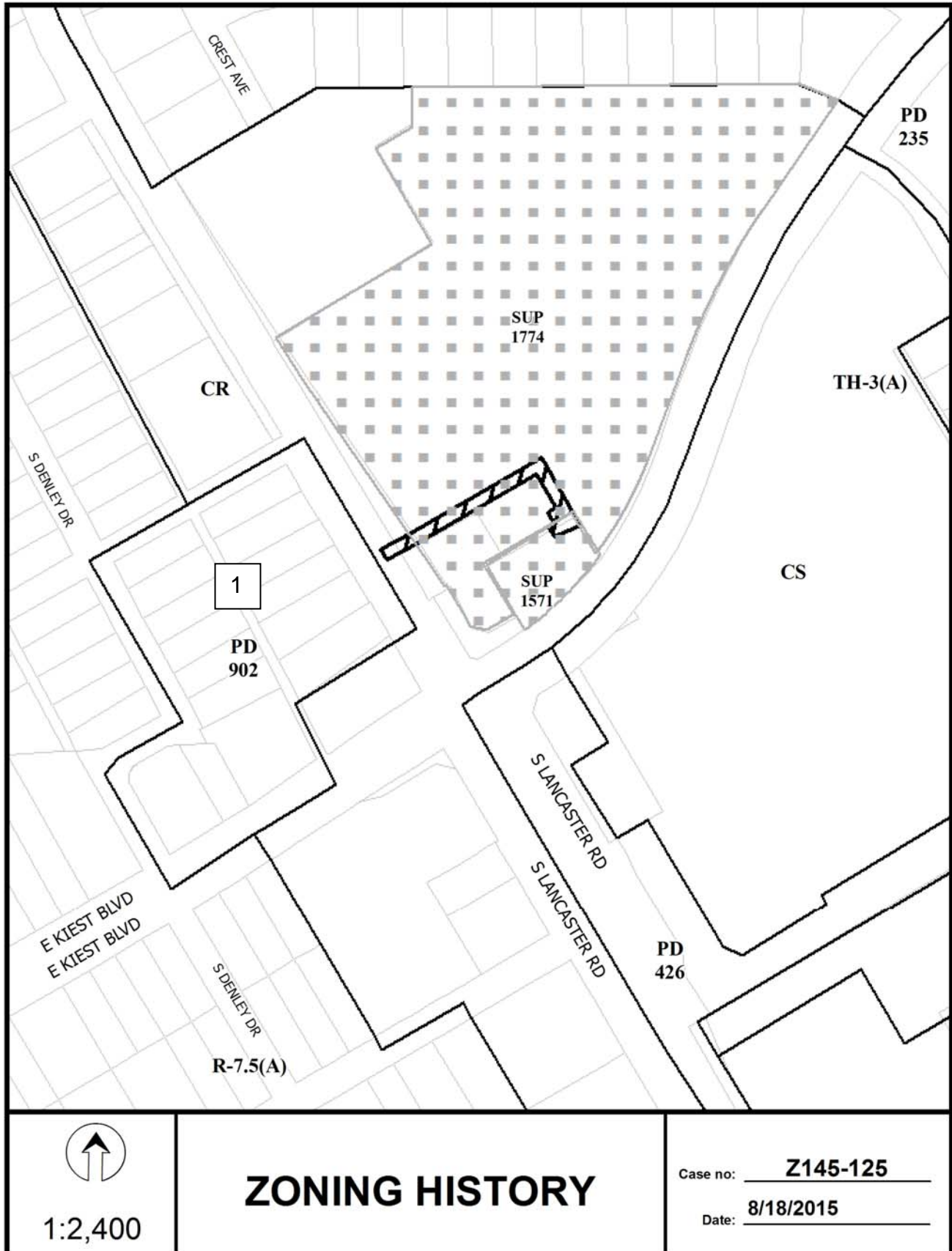
## AERIAL MAP

Case no: Z145-125

Date: 8/18/2015







## CPC RESPONSES



Z145-125(OTH)

08/18/2015

***Notification List of Property Owners***

***Z145-125***

***12 Property Owners Notified***

<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
1	3050 LANCASTER RD	DONALDSON PROPERTIES LTD
2	1515 Kiest BLVD	DENTON ESTA
3	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
4	3107 LANCASTER RD	RLE PPTIES LLC
5	3111 LANCASTER RD	EDWARDS RUDOLPH
6	3123 LANCASTER RD	CITY WIDE COMMUNITY DEV CORP
7	1507 Kiest BLVD	DART
8	3107 LANCASTER RD	EDWARDS RUDOLPH
9	3115 LANCASTER RD	RLE PPTIES LLC
10	1435 Kiest BLVD	DOJO LP
11	1507 Kiest BLVD	WENDYS INTERNATIONAL, INC
12	3200 LANCASTER RD	DONALDSON PROPERTIES LTD



**AGENDA ITEM # 43**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 23 F

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an NS(A) Neighborhood Service District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of Royal Lane and Brockbank Drive  
Recommendation of Staff and CPC: Approval with deed restrictions volunteered by the applicant  
Z145-195(AF)

**FILE NUMBER:** Z145-195(AF) **DATE FILED:** March 23, 2015

**LOCATION:** Southwest corner of Royal Lane and Brockbank Drive

**COUNCIL DISTRICT:** 6 **MAPSCO:** 23F

**SIZE OF REQUEST:** Approx. 0.199 acres **CENSUS TRACT:** 97.01

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**APPLICANT / OWNER:** Edward Ellefson

**REPRESENTATIVE:** Robert Reeves & Associates, Inc.

**REQUEST:** An application for an NS(A) Neighborhood Service District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District.

**SUMMARY:** The intent of the applicant is to build a restaurant. However, all uses within NS(A) would be permitted.

**CPC RECOMMENDATION:** **Approval** with deed restrictions volunteered by the applicant.

**STAFF RECOMMENDATION:** **Approval** with deed restrictions volunteered by the applicant.

## **GUIDING CRITERIA FOR STAFF RECOMMENDATION:**

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The residential adjacency regulations in Chapter 51A of the Dallas Development Code will limit the height of any future structures structure, location of parking, and will necessitate increased screening in the form of fencing and/or landscaping. The NS district is designed to accommodate convenience retail shopping, services, and professional offices principally servicing and compatible in scale and intensity of use with adjacent residential uses.
2. *Traffic impact* – The surrounding street system can accommodate the zoning request. The prohibition of drive-through windows is anticipated to mitigate any potential compatibility conflicts with the adjoining neighborhood.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located in a Residential Neighborhood Building Block and is in compliance with the Comprehensive Plan.

**Zoning History:** There have not been any recent zoning cases in the area over the past 5 years.

**COMPREHENSIVE PLAN:** The *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur. The Plan identifies the request site being within a Residential Neighborhood Building Block.

This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood “pocket parks” provide open space for families. Individual lot size, front yard and side yard setbacks, garage orientation and scale of the home varies from neighborhood to neighborhood. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cutthrough traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park and-ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

The location of the zoning at the edge of a neighborhood and on a main thoroughfare provides an opportunity to provide local services envisioned in the plat. The zoning is in compliance with the forwardDallas! Comprehensive Plan.

## **LAND USE:**

### **GOAL 1.2 PROMOTE DESIRED DEVELOPMENT**

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

## **URBAN DESIGN**

### **GOAL 5.1 Promote a sense of place, safety, and walkability**

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

### **Land Use:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	R-7.5(A)	Single Family
<b>North</b>	IR	General merchandise or food store < 3500 SQ. FT.
<b>East</b>	R-7.5(A)	Single Family
<b>South</b>	R-7.5(A)	Single Family
<b>West</b>	PD 447	Multi Family

**Land Use Compatibility:** The 0.199 acre site is currently developed with a +/-1,600-square-foot single family home. The overall land use pattern portrays the dense uses along the north and south side of Royal Lawn. The intersection of Royal Lane and Brockbank Drive delineate the nexus where a variation of land uses meet. East and south of the property is predominately single family residential, multi-family and retail uses are located to the west and north of the property. Located on the southwest corner of this intersection, the subject property is consistent with the land use pattern and will serve as a buffer separating the dense land uses and the residential neighborhood. The development potential is limited because it is directly adjacent to residential uses. The residential adjacency will limit the height of the structure, location of parking, and will necessitate increased screening.

**Development Standards:**

<b><u>DISTRICT</u></b>	<b><u>SETBACKS</u></b>		<b>Density</b>	<b>Height</b>	<b>Lot Coverage</b>	<b>Special Standards</b>	<b>PRIMARY Uses</b>
	<b>Front</b>	<b>Side/Rear</b>					
NS (A)	15'	20'	.5 FAR	30'	40%		Retail & personal service, office

**Landscaping:**

Additional pavement on the site could trigger landscaping requirements from Article X.

**Thoroughfares/Streets:**

<b>Thoroughfare/Street</b>	<b>Type</b>	<b>Existing ROW</b>	<b>Proposed ROW</b>
Royal Lane	Major Arterial	60 ft.	60 ft.
Brockbank Dr	Minor Arterial	60 ft.	60 ft.

**Traffic:** The Engineering Section of the Department Sustainable Development and Construction has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

**Parking:**

Pursuant to the Dallas Development Code, off-street parking and loading must be provided in accordance with Division 51A-4.200.

Z145-195(AF)

**CPC Action**

On August 6, 2015 and August 20, 2015, the City Plan Commission held this item under advisement.

September 3, 2015

**Z145-195(AF)**

Planner: Aldo Fritz

**Motion:** It was moved to recommend **approval** of an NS(A) Neighborhood Service District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of Royal Lane and Brockbank Drive.

Maker: Anantasomboon  
Second: Shidid  
Result: Carried: 7 to 4

For: 7 - Anglin, Shidid, Anantasomboon, Lavallaisaa, Tarpley, Shellene, Abtahi  
Against: 4 - Bagley, Schultz, Peadon, Ridley  
Absent: 3 - Emmons, Rodgers, Murphy  
Vacancy: 1 - District 4

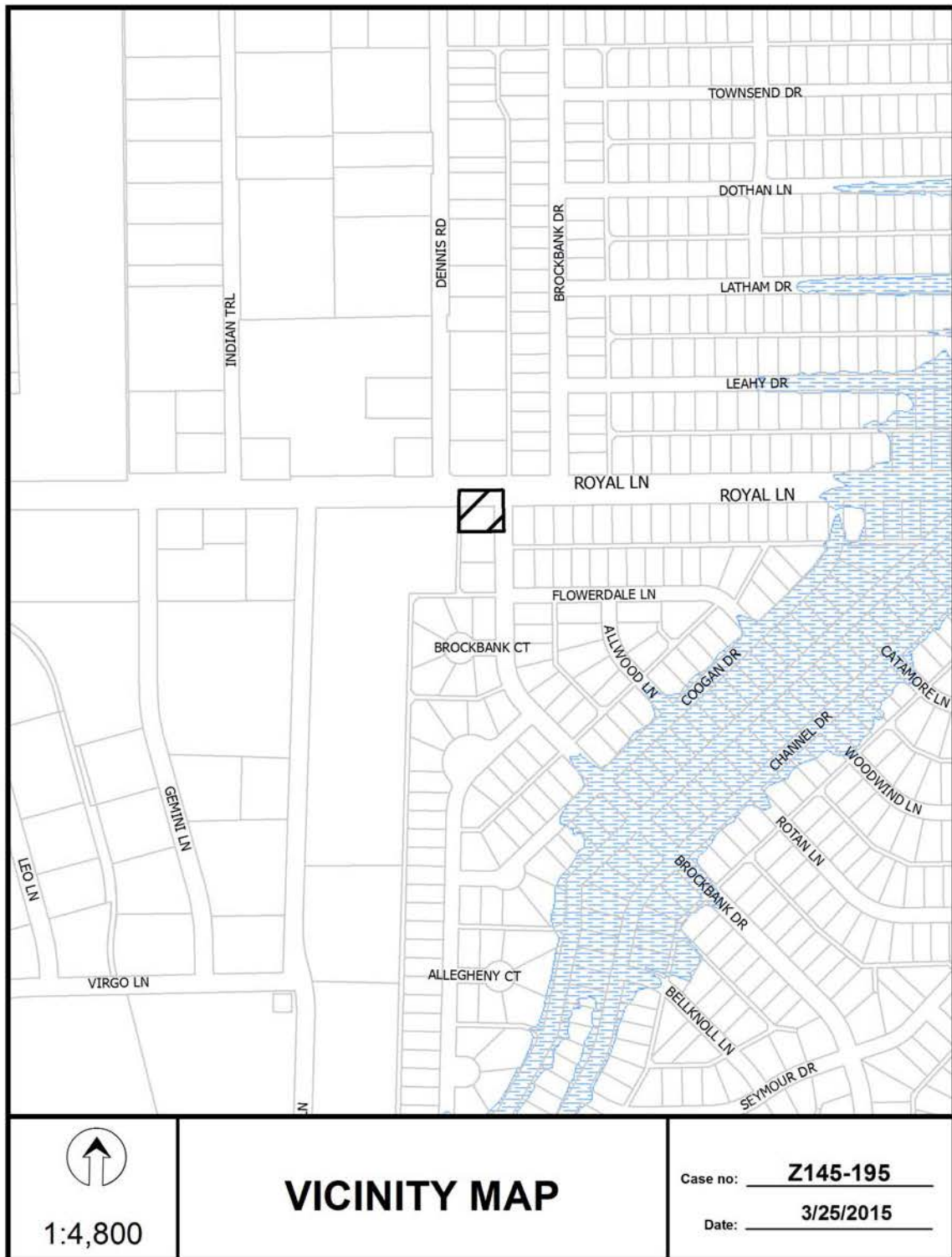
**Notices:** Area: 200 Mailed: 19  
**Replies:** For: 1 Against: 1

**Speakers:** For: Robert Reeves, 900 Jackson St., Dallas, TX, 75202  
Against: None

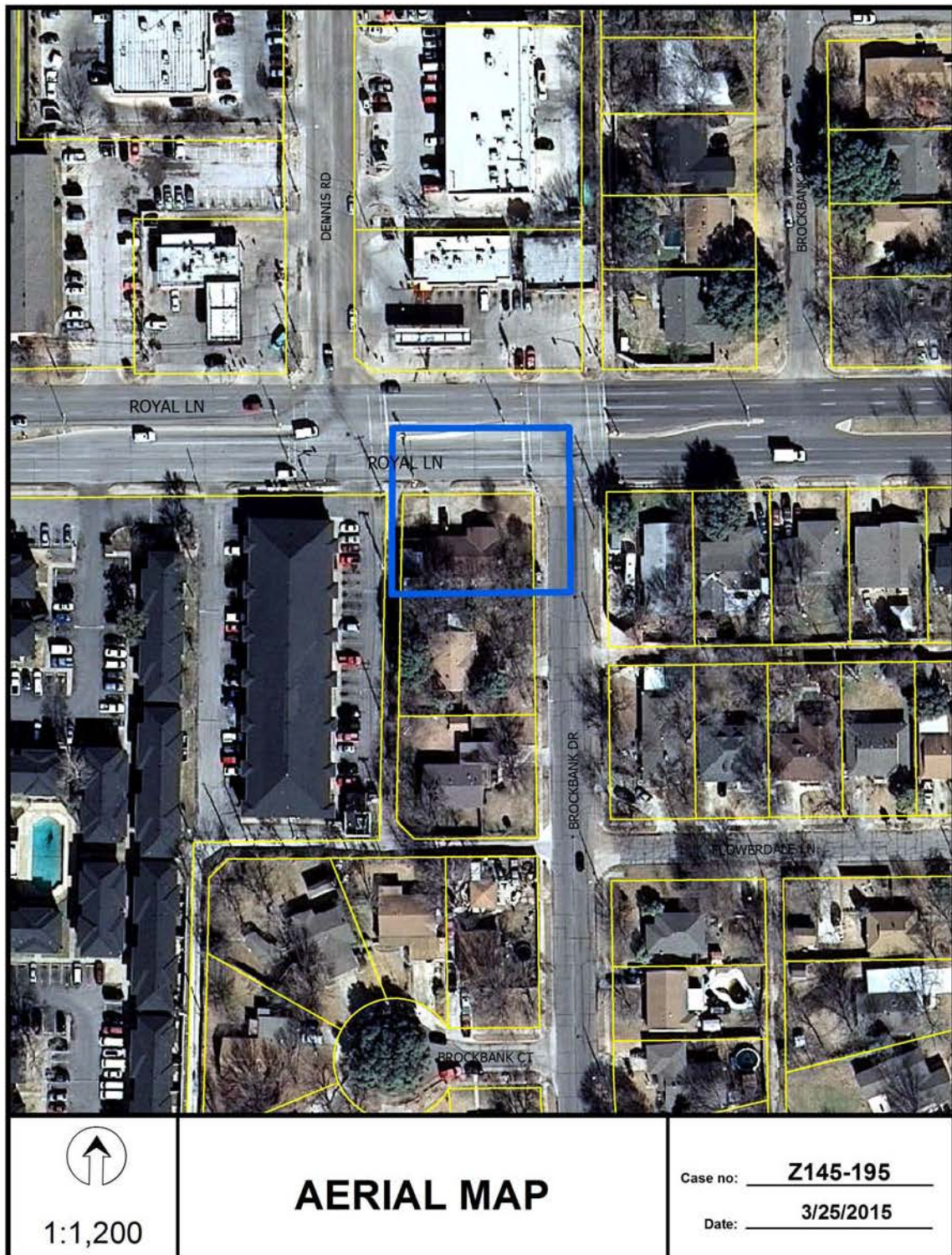
Z145-195(AF)

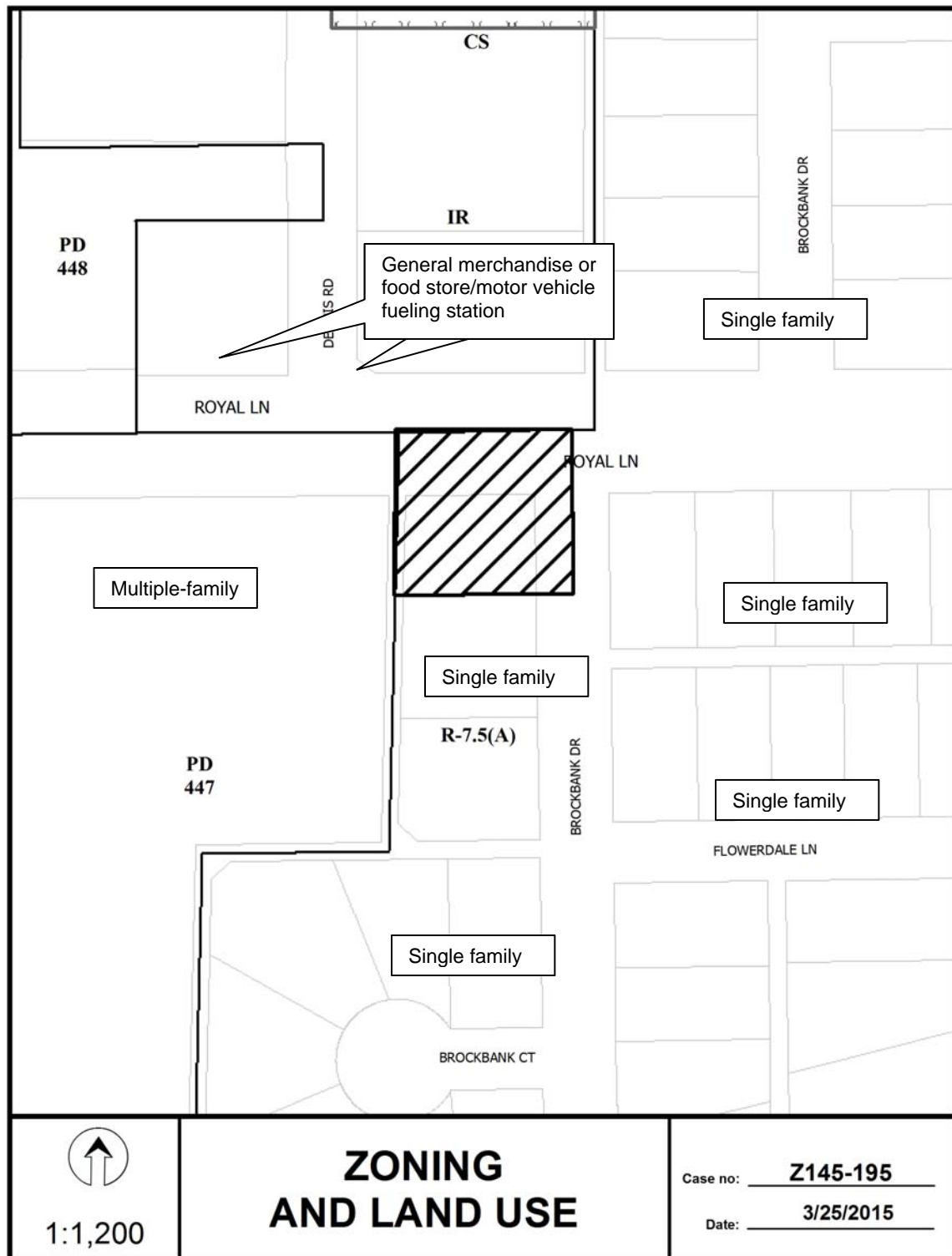
<b>LIST OF OFFICERS</b>
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Owner: Edward Ellefson









## CPC Responses



08/19/2015

***Reply List of Property Owners******Z145-195******19 Property Owners Notified    1 Property Owners in Favor    1 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	2858 ROYAL LN	GARCIA JOSE & LETICIA
	2	2904 ROYAL LN	JOHNSTON MARK
	3	2908 ROYAL LN	ROCHA DAVID
	4	2912 ROYAL LN	DUARTE MANUEL & NORMA
	5	2915 FLOWERDALE LN	QUIROZ CONRAD
	6	2909 FLOWERDALE LN	QUIROZ LEONEL
	7	2905 FLOWERDALE LN	RAMOS MACEDONIO & MARIA
O	8	10785 BROCKBANK DR	ROBLES SERVANDO & MARIA DE LOURDES
	9	10777 BROCKBANK DR	VELAZQUEZ ERIK A &
	10	2838 ROYAL LN	ROYAL DEV DALLAS LLC
	11	10805 BROCKBANK DR	MORENO JORGE RUBEN &
	12	10809 BROCKBANK DR	MARTINEZ LUIS
	13	10815 BROCKBANK DR	ESCALANTE MANUEL L ET AL
	14	2825 ROYAL LN	ROYAL LANE APARTMENTS LLLP
	15	2903 ROYAL LN	ADDISON REALITY CORP INC
	16	2911 ROYAL LN	ADDISON ENTERPRISES INC
	17	2911 ROYAL LN	NICHOLS ORLENA M
X	18	2847 ROYAL LN	AMERICAN HIGH IMPACT INC
	19	10818 DENNIS RD	M633 PROPERTIES LLC

**AGENDA ITEM # 44**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 54 C

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2011 for an alcoholic beverage establishment limited to a microbrewery, microdistillery or winery on property zoned Conservation District No. 7, the Bishop/Eighth Street Conservation District, on the northwest corner of West 7th Street and North Bishop Avenue

Recommendation of Staff and CPC: Approval for a three-year period with eligibility for automatic renewals for additional three-year periods, subject to conditions

Z145-297(AF)

**FILE NUMBER:** Z145-297(AF)

**DATE FILED:** July 13, 2015

**LOCATION:** Northwest corner of West 7th Street and North Bishop Avenue

**COUNCIL DISTRICT:** 1

**MAPSCO:** 54C

**SIZE OF REQUEST:** ±0.28 acre

**CENSUS TRACT:** 47.00

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**APPLICANT:** Joel Malone

**REPRESENTATIVE:** Audra Buckley, Permitted Development

**OWNER:** 2 Esquinas at Bishop Arts, LLC

**REQUEST:** An application for the renewal of Specific Use Permit No. 2011 for an alcoholic beverage establishment limited to a microbrewery, microdistillery or winery on property zoned Conservation District No. 7, the Bishop/Eighth Street Conservation District.

**SUMMARY:** The applicant proposes to manufacture and bottle fruit ciders and traditional wines and to provide tastings and retail sales in accordance with Texas Alcoholic Beverage Commission (TABC) regulations. Originally approved in 2013, the current SUP was granted an initial three-year time period allowing for the SUP to be re-evaluated for compatibility.

**CPC RECOMMENDATION:** **Approval** for a three-year period with eligibility for automatic renewals for additional three-year periods, subject to conditions.

**STAFF RECOMMENDATION:** **Approval** for a three-year period with eligibility for automatic renewals for additional three-year periods, subject to conditions.



## **GUIDING CRITERIA FOR RECOMMENDATION:**

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – Located within the Bishop Arts and Jefferson Boulevard area, the request is considered compatible with the surrounding uses. .
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The overall land use pattern provides for a concentration of shops and offices at this intersection providing important services and job opportunities within walking distance of residences. The winery enhances the experience of the shopping plaza by helping to create a destination location for the surrounding neighborhoods.
3. *Not a detriment to the public health, safety, or general welfare* – The use has not been a detriment to the public health, safety or general welfare of the community.
4. *Conforms in all other respects to all applicable zoning regulations and standards* –The request is in compliance with all applicable zoning regulations and standards. No variances or exceptions are existing or proposed.

**Zoning History:** There has been one zoning case in the vicinity within the last five years.

- 1) **Z112-169:** On Wednesday, September 12, 2012, the City Council denied without prejudice an expansion of Conservation District No. 7, the Bishop/Eighth Street Conservation District, on property zoned within the Subdistrict 1 portion of Planned Development District No. 830, the Davis Street Special Purpose District, and the removal of the D Liquor Control Overlay on the southern portion of the request site, zoned within Conservation District No. 7 and the Subdistrict 1 portion of Planned Development District No. 830.

## **Traffic:**

The Engineering Section of the Department of Sustainable Construction and Development has reviewed the requested renewal and determined that the use has not significantly impacted the surrounding roadway system.

**Thoroughfares/Streets:**

Thoroughfare/Street	Type	Existing ROW
North Bishop Avenue	Minor Arterial	60 feet
West Davis Street	Major Arterial	60 feet
West 7 <sup>th</sup> Street	Minor Arterial	60 feet

**STAFF ANALYSIS:****Comprehensive Plan:**

The comprehensive plan does not make a specific land use recommendation related to the request; however, the ***forwardDallas! Vision Illustration***, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The Vision Illustration depicts the request site located within the Main Street Building Block. Main streets are modeled after the American tradition of “main street” as a place for living, working and shopping. Examples of these streets with concentrations of pedestrian activity include Jefferson Boulevard, Knox-Henderson and Lovers Lane. Main streets, typically no more than a mile long, are active areas with buildings one to four stories in height and usually placed right up to the sidewalk with parking available onstreet. Away from the “main street,” density quickly diminishes, thus minimizing impacts on nearby neighborhoods. This Building Block will likely be served by bus or rail and contain safe and pleasant walking environments. Streets have trees and wide sidewalks. There may even be landscaped paths from the “main street” to rear parking areas, sidewalk cafes, outdoor dining areas or courtyards. The primary public investment in these areas will be upgrading streets and walkways to create safe high-quality pedestrian environments.

**Area Plan:**

The area subject site is located within the Bishop / Jefferson Subdistrict which is delineated within the Oak Cliff Gateway TIF District Project Plan & Reinvestment Zone Financing Plan. This area specifically is envisioned as a place where people come to work, live, shop and enjoy the parks, dining, entertainment, and historic districts. The Gateway retains the distinctive character of its historic settlement. It provides proximity to downtown Dallas, as well as opportunities for jobs and business growth. The Trinity River Corridor and the area's parks entice residents, area workers and visitors to enjoy natural beauty, active recreation and quiet reflection. The Oak Cliff Gateway offers a unique park-like setting in the center of the Dallas region. Proposed new development and strategic re-development in the new Bishop/Jefferson Sub-district will be focused on respecting the existing historic buildings and neighborhood character of the area.



Planned sidewalks, bike lanes, and green space offer alternatives to driving, and buildings nestle into the existing fabric of the street grid and the neighborhood.

The Bishop Arts and Jefferson Boulevard area is envisioned to serve as a draw for visitors from across the North Texas region and provide destinations for shopping and dining. Proposed developments provide additional restaurant, retail, and residential space while providing needed access to transit and additional parking. This request for an SUP is consistent with the area plan.

### **Land Use:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	CD 7	Retail, Personal Services
<b>North</b>	CD 7	Dental Office, Retail/Restaurant
<b>East</b>	CD 7	Retail, Mix of uses
<b>South</b>	CD 7	Retail
<b>West</b>	CD 7	Automobile Services, Personal Services, Retail

### **Land Use Compatibility:**

The ±0.28-acre request site is developed with a ± 6,343 square foot multi-tenant shopping center which includes retail, personal service and restaurant uses. The area of the proposed specific use permit is limited to a ±704-square foot suite within the shopping center. The applicant proposes to manufacture and bottle fruit ciders and traditional wines and to provide tastings and retail sales in accordance with Texas Alcoholic Beverage Commission (TABC) regulations. The applicant intends to operate between 11:00 am and 11:00 pm, Monday through Sunday.

The request site is surrounded by retail, restaurant and a dental office to the north; retail to the east and south and personal services to the west.

Pursuant to the Dallas Development Code, *microbrewery*, *microdistillery* or *winery* means an establishment for the manufacture, blending, fermentation, processing and packaging of alcoholic beverages with a floor area of 10,000 square feet or less that takes place wholly inside a building. A facility that only provides tasting, or retail sale of alcoholic beverages is not a microbrewery, microdistillery or winery use.

The applicant currently has an active TABC Winery Permit (G). This authorizes the holder to manufacture, bottle, label and package wine containing not more than 24% alcohol by volume; sell or buy wine from permit holders authorized to purchase and sell wine including wholesalers, winery and wine bottler's permittees; sell wine to ultimate consumers for consumption on the winery premises or in unbroken packages for off-premise consumption; and dispense free wine for consumption on the winery premises.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The request, subject to a site plan and conditions, is considered compatible with the surrounding uses. Originally approved in 2013, the current SUP was granted an initial three-year time period allowing for the SUP to be reevaluated for compatibility.

### **Development Standards:**

District	Setbacks		FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
CD 7	Min: 0' Max: 10'	No Min.	2.0	36' 3 stories	80%	N/A	Retail ,personal service, office and residential

### **Parking:**

Pursuant to the provisions of Conservation District No. 7, an alcoholic beverage establishment requires one space per 220 square feet of floor area. Therefore, the proposed 704-square foot alcoholic beverage establishment limited to a microbrewery, microdistillery or winery requires three spaces.

Per the parking analysis provided by the applicant, 24 off-street spaces are required for all uses on the request site. As depicted on the site plan, 10 spaces are provided onsite. It has been confirmed that the site retains 11 delta credits and three (3) spaces are provided through two separate remote parking agreements.

### **Landscaping:**

No new construction is proposed by this application. New construction would require landscaping in accordance with the provisions of Conservation District No. 7.

**Crime Statistics**

<b>CRIME COUNTS BY DISTANCE</b> <b>509 N BISHOP AVE</b>							
CRIME TYPE	2009	2010	2011	2012	2013	2014	2015 (01/01-09/16)
<b>Non-Violent Crimes</b>							
<b>Burglary</b>	0	0	0	0	0	0	0
Business	0	0	0	0	0	0	0
Residence	0	0	0	0	0	0	0
<b>Theft</b>	0	0	0	0	0	0	1
Shop Lift	0	0	0	0	0	0	0
BMV/Auto Acc	0	0	0	0	0	0	0
Other Theft	0	0	0	0	0	0	0
<b>Auto Theft</b>	0	0	0	0	0	0	0
<b>Total Crime</b>	0	0	0	0	0	0	1

**CPC Action – September 3, 2015**

**Z145-297(AF)**

Planner: Aldo Fritz

**Motion:** It was moved to recommend **approval** of the renewal of Specific Use Permit No. 2011 for an alcoholic beverage establishment limited to a microbrewery, microdistillery or winery for a three-year period with eligibility for automatic renewals for additional three-year periods, subject to conditions on property zoned Conservation District No. 7, the Bishop/Eighth Street Conservation District on the northwest corner of West 7th Street and North Bishop Avenue.

Maker: Anglin  
Second: Shellene  
Result: Carried: 12 to 0

For: 12 - Anglin, Emmons, Anantasomboon\*, Bagley,  
Lavallaisaa, Tarpley, Shellene, Schultz, Peadon, Murphy, Ridley,  
Abtahi

Against: 0  
Absent: 1 - Rodgers  
Vacancy: 1 - District 4  
Conflict: 1 - Shidid

\*out of the room, shown voting in favor

<b>Notices:</b>	Area: 200	Mailed: 30
<b>Replies:</b>	For: 1	Against: 2
<b>Speakers:</b>	None	

Z145-297(AF)

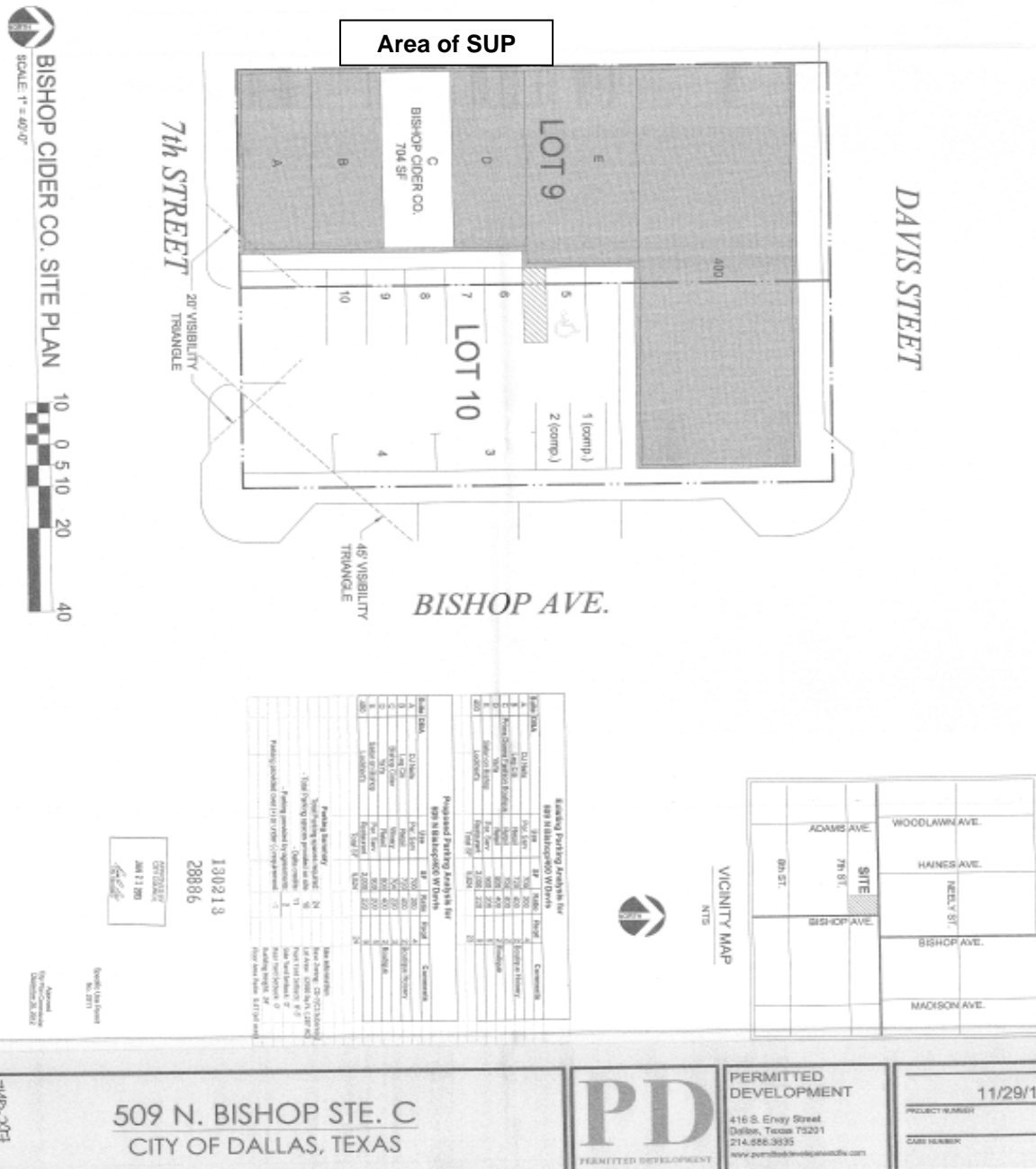
**Partners/Principals/Officers:**

**Owner: 2 Esquinas at Bishop Arts, LLC**  
Amanda Cross, Sole Partner

**Z145-297**  
**CPC Recommended SUP Conditions**

1. USE: The only use authorized by this specific use permit is an alcoholic beverage establishment limited to a microbrewery, microdistillery, or winery.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (three-years from the passage of this ordinance) but is eligible for automatic renewal for additional three-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.
4. FLOOR AREA: The maximum floor area for a microbrewery, microdistillery, or winery is 704 square feet in the location shown on the attached site plan.
5. HOURS OF OPERATION: The microbrewery, microdistillery, or winery may only operate between 11:00 a.m. and 11:00 p.m., Monday through Sunday.
6. OUTSIDE STORAGE: No outside storage of silos or storage of spent grain is permitted. No spent organic material from the manufacturing of wine may be stored outside.
7. MAINTENANCE: The property must be properly maintained in a state of good repair and neat appearance.
8. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all conditions, rules, and regulations of the City of Dallas.

## Approved Site Plan



CULPEPPER PL

N VAN BUREN AVE

W CAUTY ST

WINSTON ST

W NEELY ST

FOURAKER ST

W DAVIS ST

W 7TH ST

W 8TH ST

MELBA ST

W 9TH ST

W 10TH ST

SUNSET AVE

N LLEWELLYN AVE

N ADAMS AVE

N MADISON AVE

S MADISON AVE

N BISHOP AVE

N ZANG BLVD

W NEELY ST

ELSBETH AVE

BISHOP PL

Reagan

1:4,800

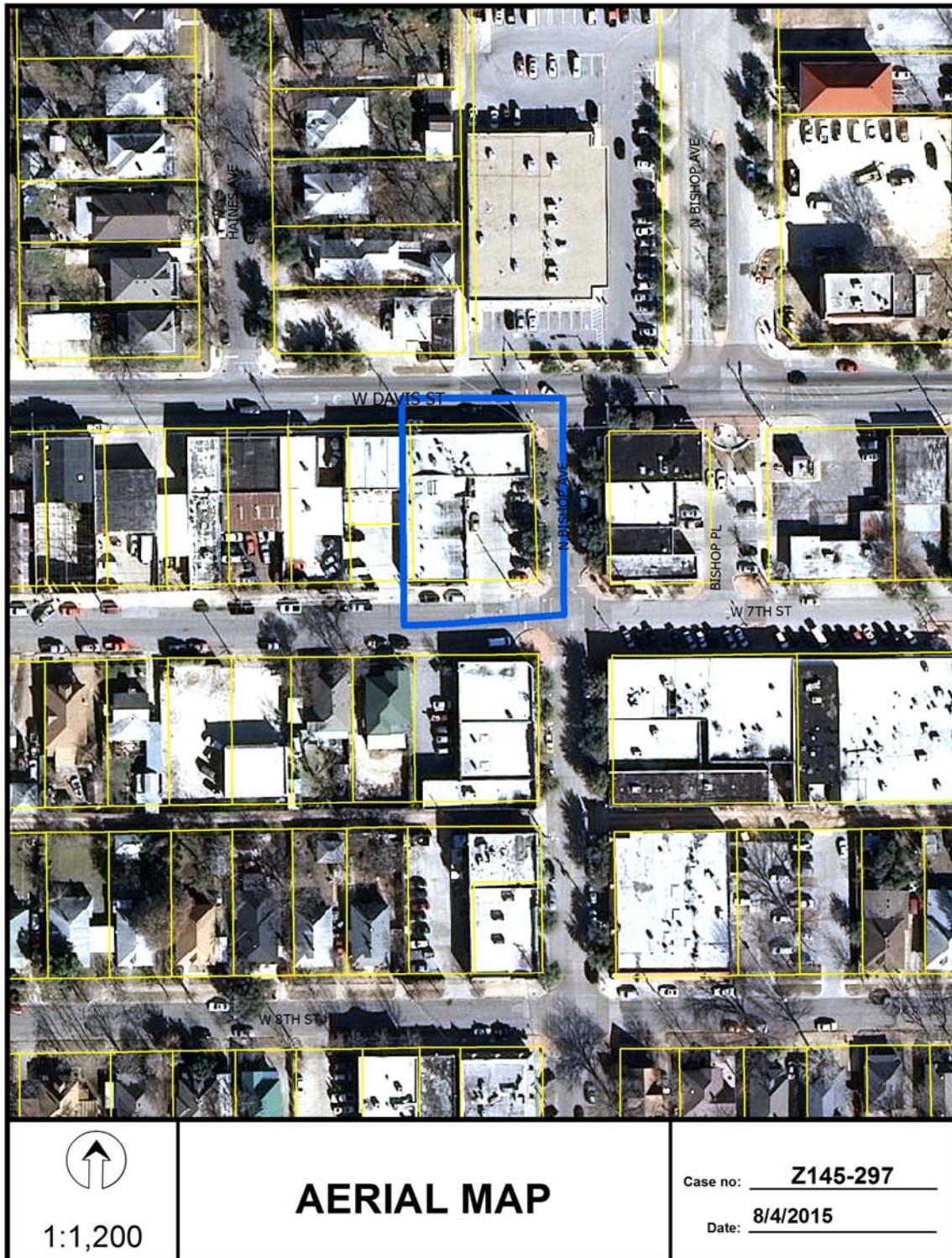
**VICINITY MAP**

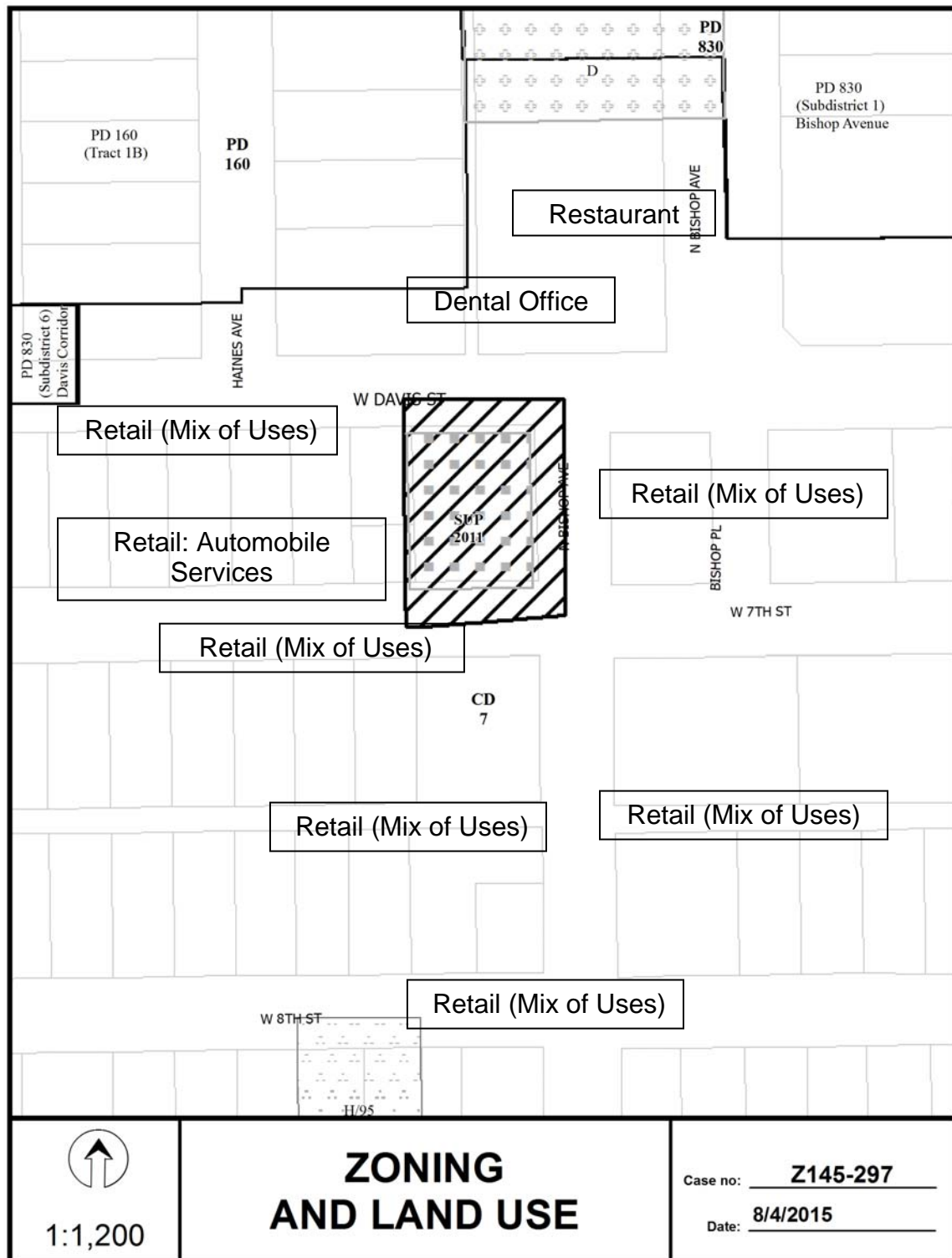
Case no: **Z145-297**

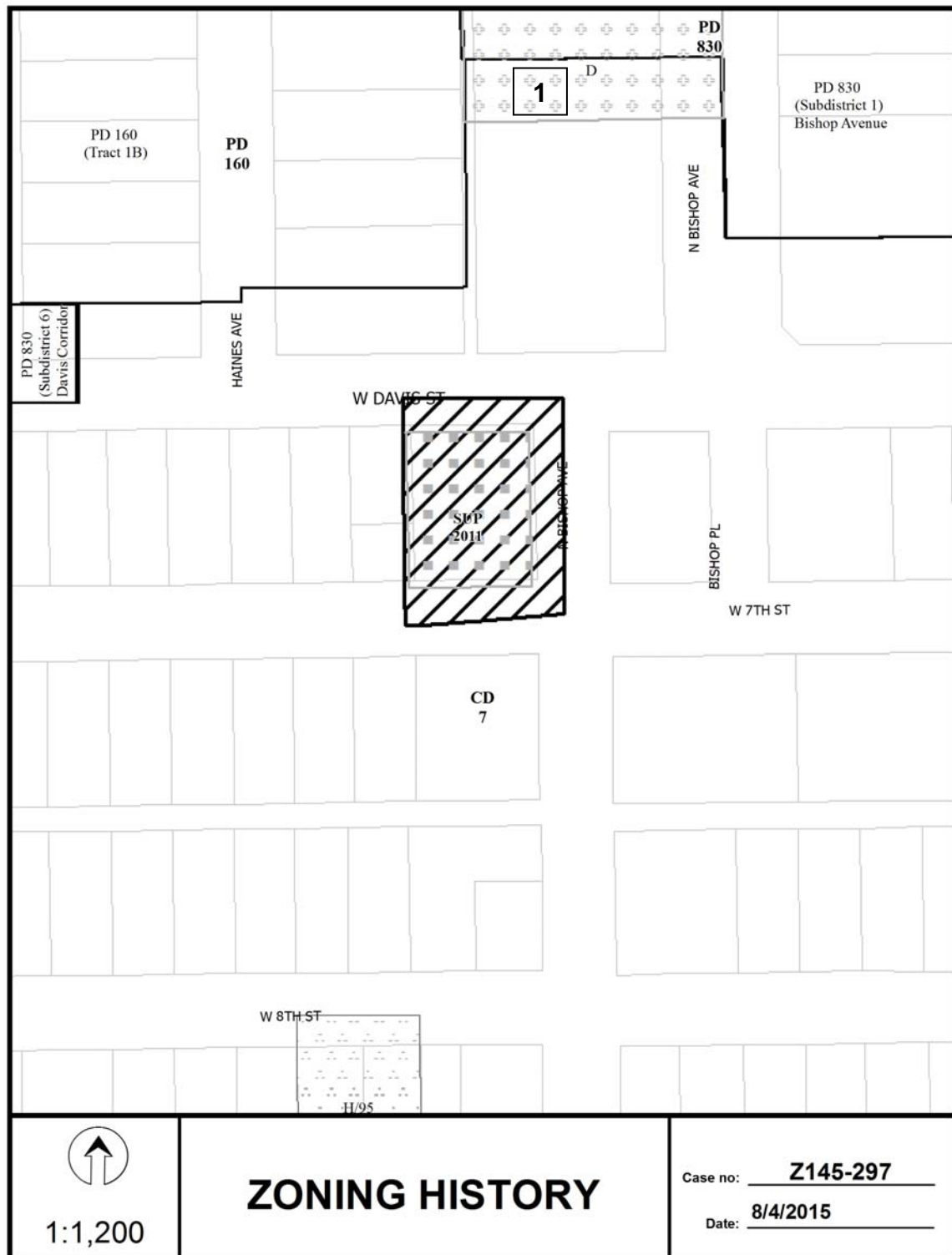
Date: **8/4/2015**



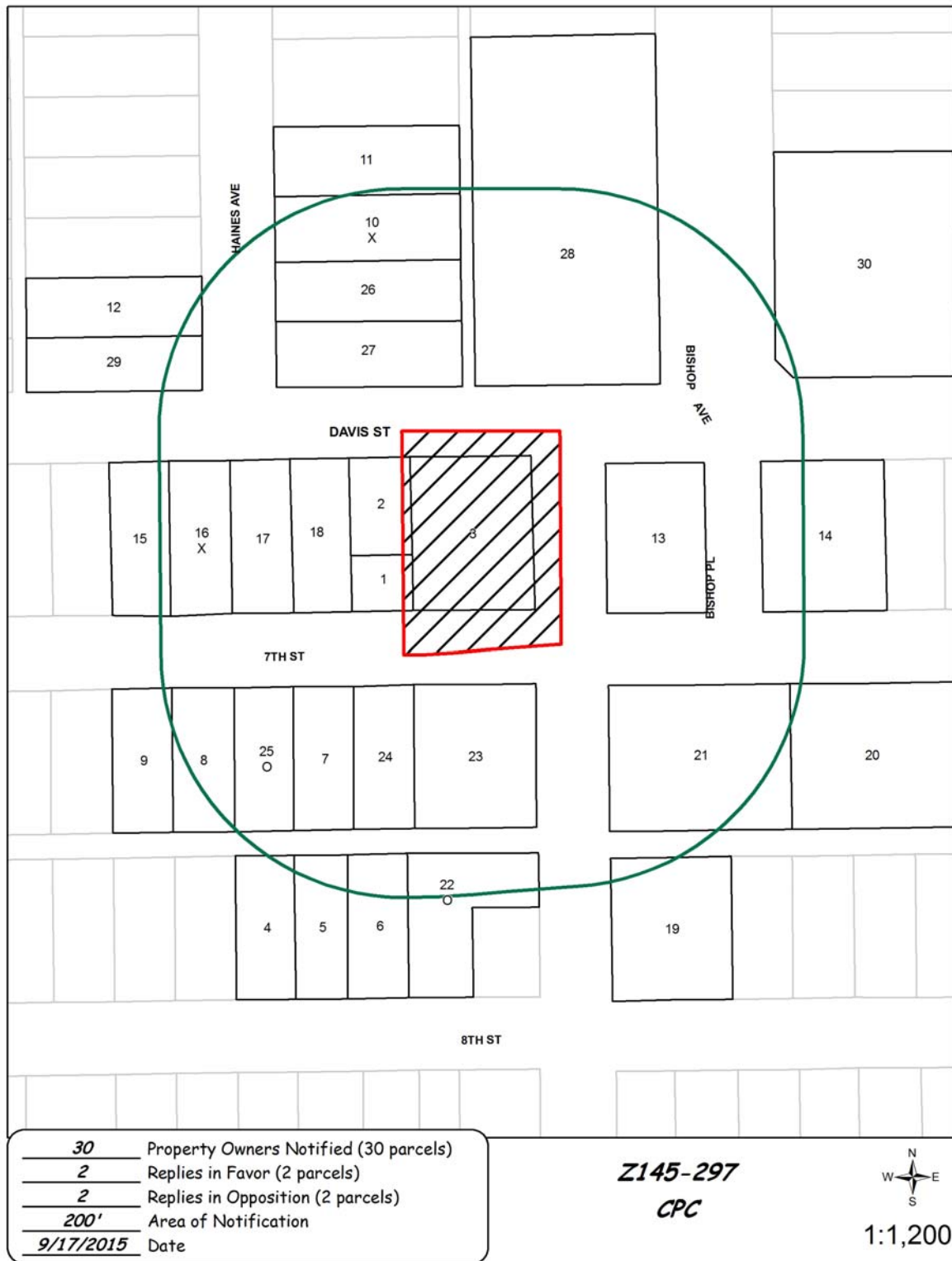
Z145-297(AF)







# CPC Response Map





09/16/2015

***Reply List of Property Owners******Z145-297******30 Property Owners Notified******2 Property Owners in Favor******2 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	409 7TH ST	BELMAR MANAGMENT LTD
	2	408 DAVIS ST	BELMAR MANAGMENT LTD
	3	509 BISHOP AVE	2 ESQUINAS AT BISHOP ARTS
	4	419 8TH ST	ESPINOSA MARIA
	5	413 8TH ST	MORENO AMELIE G
	6	411 8TH ST	MORENO JOAQUIN M
	7	412 7TH ST	DOMINGUEZ ARTURO &
	8	422 7TH ST	D MC LEASING
	9	426 7TH ST	CASTILLO VICTORIA
X	10	612 HAINES AVE	BATSON DELAINA W
	11	616 HAINES AVE	HIDALGO MARIA TERESA
	12	607 HAINES AVE	VARGAS ALBERT &
	13	334 DAVIS ST	2 ESQUINAS AT BISHOP ARTS LLC
	14	330 DAVIS ST	YEUNG EDWINA & SHIU
	15	424 DAVIS ST	D MC LEASING INC
X	16	420 DAVIS ST	SALVAGGIO CHARLES F
	17	416 DAVIS ST	D MC LEASING INC
	18	414 DAVIS ST	M & I CAPITAL LLC
	19	333 8TH ST	BISHOP STREET PARTNERS JV
	20	324 7TH ST	BISHOP STREET PARTNERS JV
	21	410 BISHOP AVE	BISHOP STREET PARTNERS JV
O	22	407 BISHOP AVE	BAD KRAMER LLC
	23	419 BISHOP AVE	BISHOP FUND LTD
	24	408 7TH ST	7TH LLC
O	25	418 7TH ST	D MC LEASING INC
	26	606 HAINES AVE	WRIGHT JOYCE

Z145-297(AF)

09/16/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	415 DAVIS ST	SHIDID SALOMON TR &
	28	611 BISHOP AVE	2444 LLC
	29	601 HAINES AVE	BISHOP ARTS CUSTOM
	30	606 BISHOP AVE	JOSE FUENTES CO INC

**AGENDA ITEM # 45**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 46 J

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2068 for a bar, lounge, or tavern on property zoned Planned Development District No. 269, Tract A, the Deep Ellum/Near East Side District, on the southeast corner of Main Street and Exposition Avenue

Recommendation of Staff and CPC: Approval for a three-year period, subject to conditions

Z145-309(OTH)





**ACM: Ryan S. Evans****FILE NUMBER:** Z145-309(OTH) **DATE FILED:** July 27, 2013**LOCATION:** Southeast corner of Main Street and Exposition Avenue**COUNCIL DISTRICT:** 2 **MAPSCO:** 46J**SIZE OF REQUEST:** Approx. 0.24 acres **CENSUS TRACT:** 204.00

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**APPLICANT:** Gabe Whatley**REPRESENTATIVE:** Audra Buckley, Permitted Development**OWNER:** Coldbeer in Deep Ellum, L.P.**REQUEST:** An application for the renewal of Specific Use Permit No. 2068 for a bar, lounge, or tavern on property zoned Planned Development District No. 269, Tract A, the Deep Ellum/Near East Side District.**SUMMARY:** The purpose of this request is to continue the use of the property for the existing bar, lounge or tavern.**CPC RECOMMENDATION:** Approval for a three-year period, subject to conditions.**STAFF RECOMMENDATION:** Approval for a three-year period, subject to conditions.

## GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The use has not had a negative impact on the surrounding uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The Planned Development District permits a mix of uses that promotes a place where people can work, live and play.
3. *Not a detriment to the public health, safety, or general welfare* – The existing use has not been a detriment to the public health, safety, or general welfare.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request complies with all zoning regulations and standards.

**Zoning History:** There has not been any zoning change requested in the area within the last five years.

### **Thoroughfares/Streets:**

Thoroughfare/Street	Type	Existing ROW
Main Street	Minor Arterial	100 feet
Exposition Avenue	Collector	80 feet

**Traffic:** The Engineering Section of the Department Development Services has reviewed the request and determined that it will not significantly impact the surrounding street system for the proposed development.

## STAFF ANALYSIS:

**Comprehensive Plan:** The Comprehensive Plan does not make a specific land use recommendation related to the request; however, the *forwardDallas!* Vision Illustration is comprised of a series of Building Blocks that shows general land use patterns. They are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The request site lies within an Urban Neighborhood Building Block. Urban neighborhoods are predominately residential but are distinguished from other neighborhoods by the wide variety of housing options they provide and easy access to

public transit. Housing choices should include single-family detached dwellings, townhomes and low- to midrise condominiums or apartments. These neighborhoods will have concentrations of shops and offices along key corridors or at key intersections, providing important services and job opportunities within walking distance of residences. These areas may have mixed-use buildings with ground floor shops. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process. Urban Neighborhood streets will be very pedestrian friendly, providing excellent connectivity to shopping, schools and other community services. Emphasis should be placed on slowing traffic through use of on-street parking and other similar traffic calming measures. Public investments in these areas will focus on parks, pathways, transit stops, pedestrian-oriented landscaping and road improvements.

The bar, lounge or tavern is an appropriate use within this building block as it promotes a place where people can enjoy a form of entertainment.

**Surrounding Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	PDD No. 269	Bar, lounge or tavern
<b>North</b>	PDD No. 269	Vacant structure
<b>East</b>	PDD No. 269	Office
<b>South</b>	PDD No. 269	Vacant, parking
<b>West</b>	PDD No. 269	Vacant, tattoo studio, residential

**Land Use Compatibility:** The 10,510 square-foot site is developed within a one-story structure and is surrounded by a variety of uses, such as offices, personal service uses, parking lot and vacant uses. The applicant previously renovated the existing building and built a 783 square foot addition

A bar, lounge, or tavern means an establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue from the service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on premise consumption.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of

the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Staff recommends approval of the renewal of the SUP for a three-year period.

**Landscaping:** The request does not trigger any new landscaping. Landscaping of the property complies with PD No. 269 requirements as shown in the approved site plan. Since the request site complies with PD No. 269 requirements, the landscape plan for this SUP does not need to be approved by the City Plan Commission and City Council.

**Parking:** PDD No. 269 specifies that “no off-street parking spaces are required for the first 2,500 square feet of floor area in a ground level use that has a separate certificate of occupancy if the use is located in an original building.” As a result, no off-street parking spaces are required.

**Police Records:**

**From: January 8, 2014 to August 20, 2015**

**Part 1 Crime**

<b>Offense</b>	<b>Date</b>	<b>Address</b>	<b>Beat</b>
BURGLARY-BUSINESS	6/25/2014	3600 MAIN ST	153
THEFT/BMV	7/10/2014	3600 MAIN ST	153
THEFT/BMV	2/10/2015	3600 MAIN ST	153

**Part 2 Crime**

<b>Offense</b>	<b>Date</b>	<b>Address</b>	<b>Beat</b>
CRIMINAL TRESPASS	8/13/2014	3600 MAIN ST	153
CRIMINAL TRESPASS	4/22/2015	3600 MAIN ST	153

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**CPC ACTION – September 3, 2015**

**Motion:** It was moved to recommend **approval** of the renewal of Specific Use Permit No. 2068 for a bar, lounge, or tavern for a three-year period, subject to conditions on property zoned Planned Development District No. 269, the Deep Ellum/Near East Side District, on the southeast corner of Main Street and Exposition Avenue.

Maker: Anglin  
Second: Shellene  
Result: Carried: 13 to 0

For: 13 - Anglin, Emmons, Shidid\*, Anantasomboon\*,  
Bagley, Lavallaisaa, Tarpley, Shellene,  
Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0  
Absent: 1 - Rodgers  
Vacancy: 1 - District 4

\*out of the room, shown voting in favor

<b>Notices:</b>	Area: 200	Mailed: 21
<b>Replies:</b>	For: 5	Against: 0

**Speakers:** None

Z145-309(OTH)

**LIST OF PARTNERS**

**Coldbeer in Deep Ellum, L.P.**

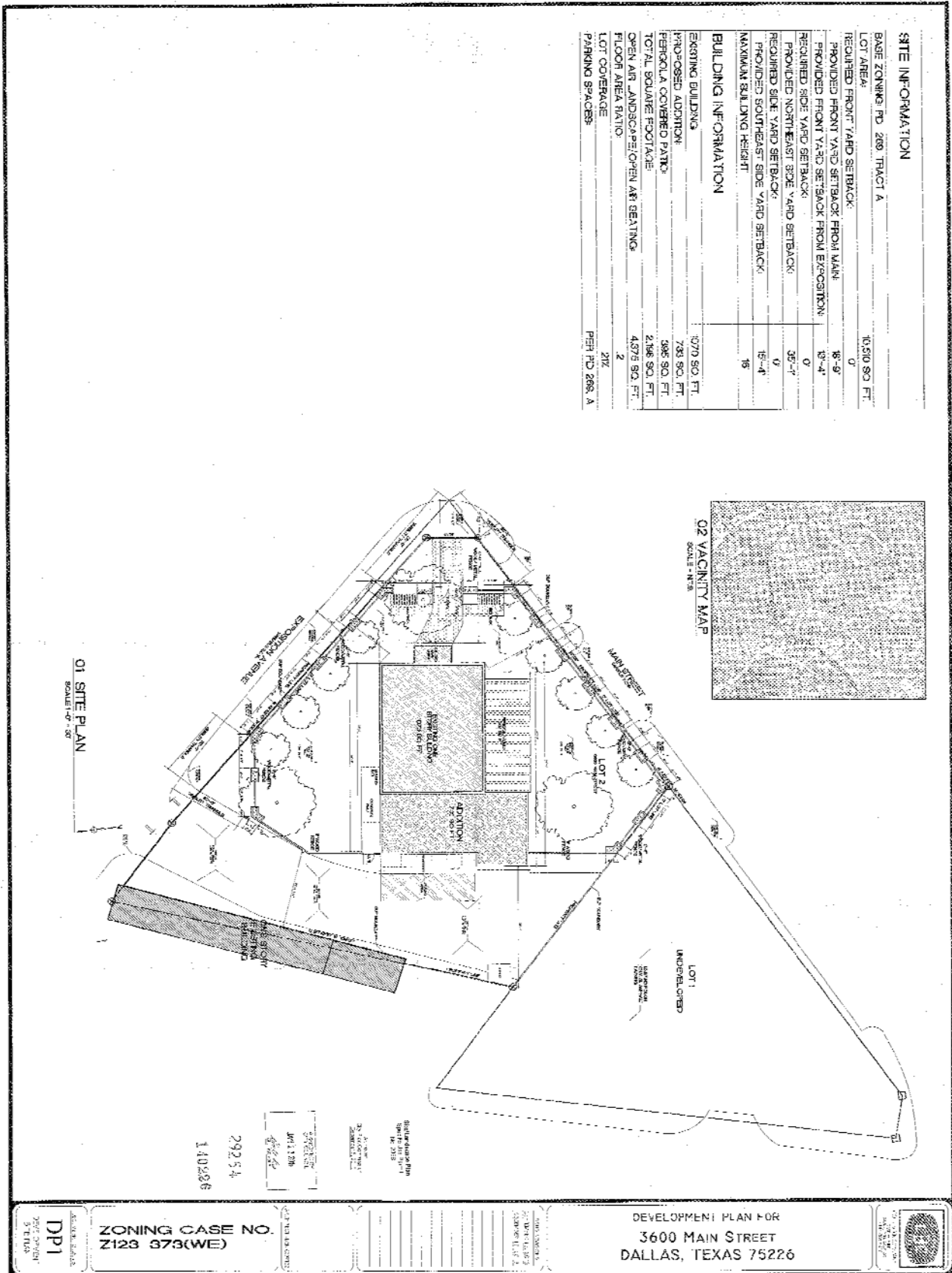
- 42 A, LLC – Scott Rohrman, Managing Member
- 42 Deep Ellum, L.P. - Scott Rohrman, Managing Member

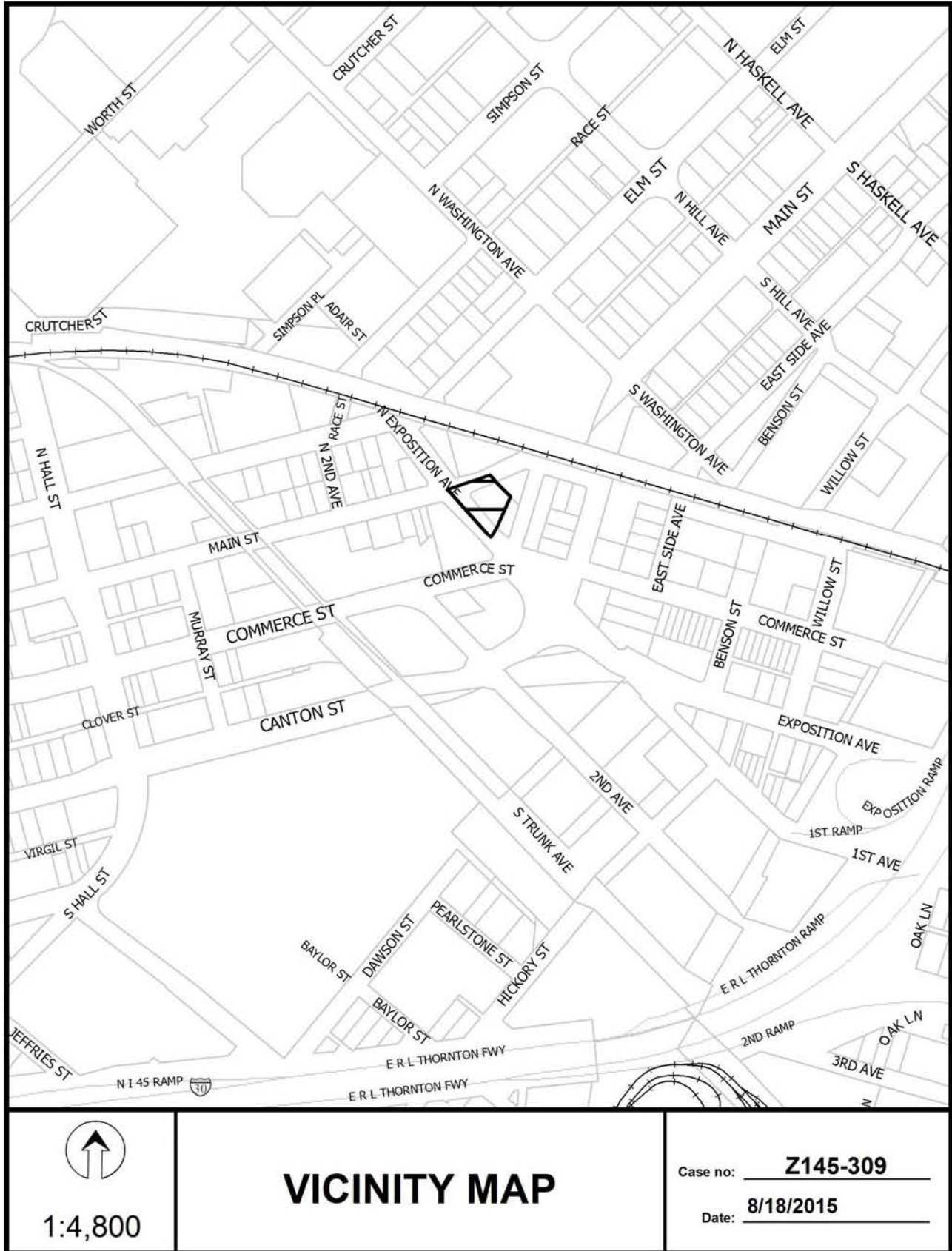
### **CPC Recommended SUP Conditions**

1. USE: The only use authorized by this specific use permit is an alcoholic beverage establishment limited to a bar, lounge or tavern.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan/ landscape plan.
3. TIME LIMIT: This specific use permit expires on\_\_\_\_\_, (three years from the passage of this ordinance).
4. LANDSCAPING: Landscaping must be provided as shown on the attached site/landscape plan.
5. FENCE: A fence must be provided in the location as shown on the site plan / landscape plan.
6. FLOOR AREA: The maximum floor area for a bar, lounge or tavern is 1,803 square feet in the location shown on the site plan. The maximum ~~floor~~ area for the uncovered patio is 395 square feet in the location shown on the site plan /landscape plan.
7. HOURS OF OPERATION: The hours of operation for the alcoholic beverage establishment limited to a bar, lounge or tavern is from 3:00 p.m. to 2:00 a.m. (the next day), Monday through Friday and 11:00 p.m. to 2:00 a.m.(the next day), Saturday and Sunday.
8. OFF-STREET PARKING: Parking must be provided in accordance with the requirements of Planned Development District No. 269, the Deep Ellum/Near East Side District. Delta credits, as defined in Section 51A-4.704(b)(4)(A), may not be used to meet the off-street parking requirement.
9. OUTSIDE SPEAKERS: Outside speakers are prohibited.
10. MAINTENANCE: The entire Property must be properly maintained in a state of good repair and neat appearance.
11. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas

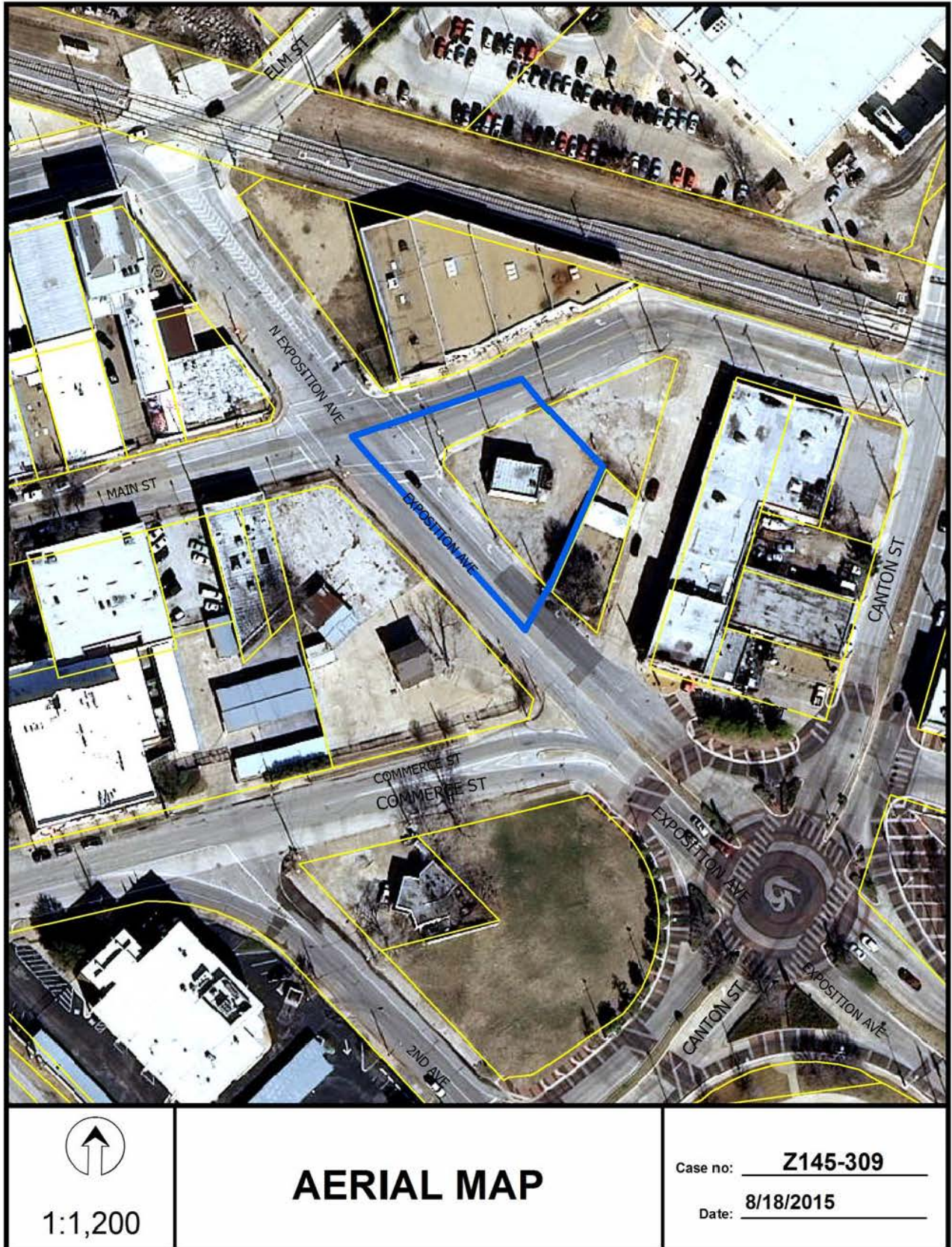


# Existing Site Plan

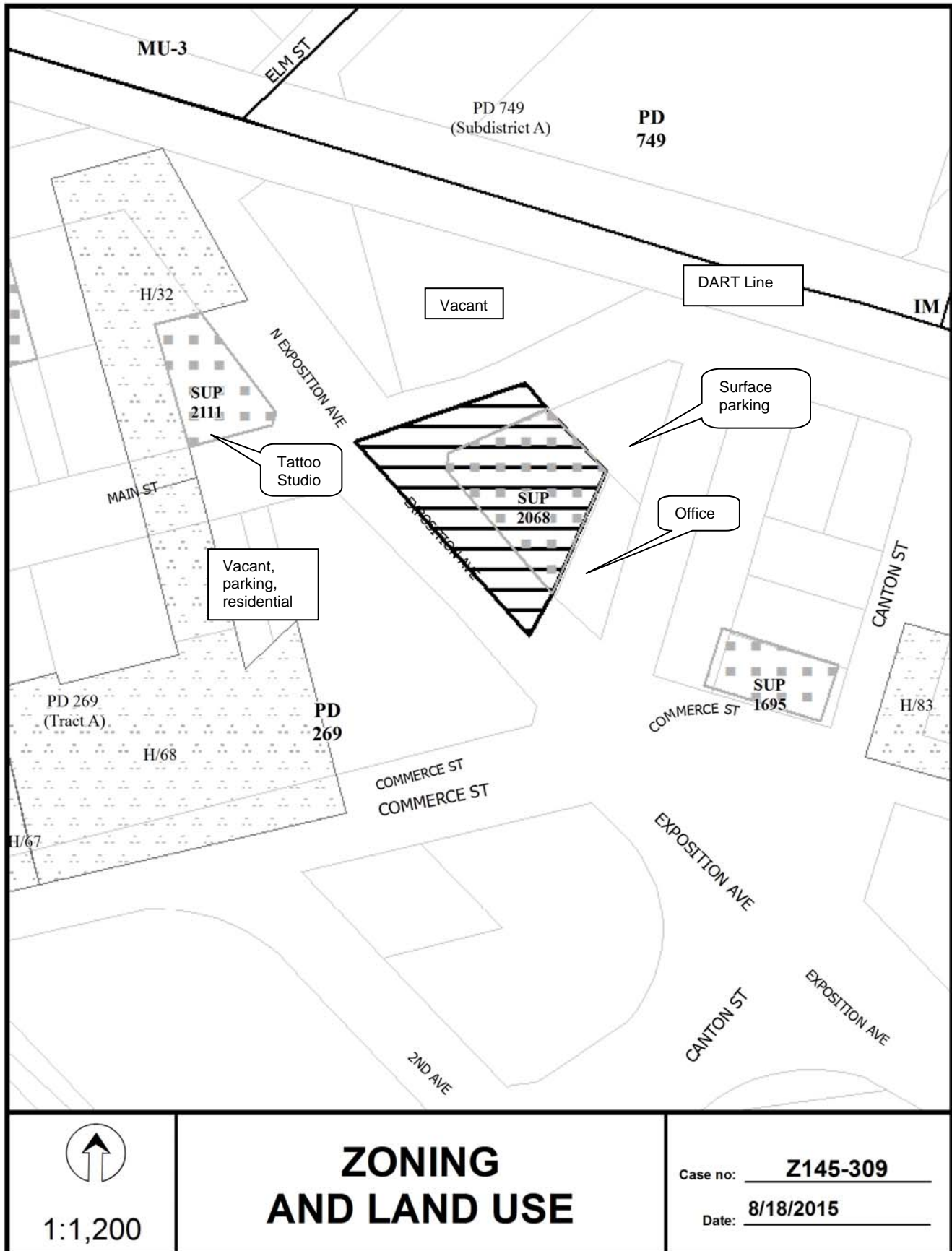












**CPC RESPONSES**



09/16/2015

***Reply List of Property Owners******Z145-309******21 Property Owners Notified******5 Property Owners in Favor******0 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	3600 MAIN ST	COLDBEER IN DEEP ELLUM LP
	2	3606 MAIN ST	COLDBEER IN DEEP ELLUM LP
	3	3500 COMMERCE ST	PANORAMIC DEV LLC
	4	3713 CANTON ST	MOTT W E JR SPOUSAL TRUST
	5	3511 PACIFIC AVE	PANORAMIC DEVELOPMENT LLC
O	6	305 EXPOSITION AVE	TALL COTTON PPTIES LTD
	7	3400 COMMERCE ST	RIEGEL MAYNARD W &
O	8	3412 MAIN ST	JERNIGAN REALTY PTNR LP
	9	3416 MAIN ST	CHOW JUNE C &
	10	3418 MAIN ST	WITHERSPOON DAVID
O	11	3417 MAIN ST	JERNIGAN REALTY PTNRS LP
	12	3502 PACIFIC AVE	COLDBEER IN DEEP ELLUM LP
	13	3435 COMMERCE ST	COLDBEER IN DEEP ELLUM LP
	14	110 EXPOSITION AVE	HEYLAND EDWARD
	15	3506 COMMERCE ST	SCHWARTZ HYMIE TRUST &
O	16	3404 MAIN ST	JERNIGAN REALTY PTNR LP
O	17	3409 MAIN ST	AL JERNIGAN INVESTMENTS INC
	18	3414 ELM ST	SONS OF HERMANN
	19	3801 MAIN ST	BAYLOR UNIVERSITY MED CTR
	20	3300 MAIN ST	WESTDALE DEEP ELLUM LOFTS LTD
	21	555 2ND AVE	DART

**AGENDA ITEM # 46**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 5

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 48 Y

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting a new subarea and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less within Tract 2A, Subarea 1 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay on the northwest corner of Scyene Road and South Buckner Boulevard

Recommendation of Staff: Approval of a new subarea, subject to a development/landscape plan and conditions; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Recommendation of CPC: Approval of a new subarea, subject to a development/landscape plan and conditions; and approval of a Specific Use Permit for a one-year period, subject to a site plan and conditions

Z134-105(SM)

**FILE NUMBER:** Z134-105(SM) **DATE FILED:** October 4, 2013

**LOCATION:** Northwest corner of Scyene Road and South Buckner Boulevard

**COUNCIL DISTRICT:** 5 **MAPSCO:** 48Y

**SIZE OF REQUEST:** Approx. 0.203 acres **CENSUS TRACT:** 85.00

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**APPLICANT / OWNER:** East Bengal Corporation

**REPRESENTATIVE:** Raihan Chowdhury

**REQUEST:** An application for a new subarea and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less within Tract 2A, Subarea 1 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay.

**SUMMARY:** A new subarea is proposed to reduce setbacks adjacent to the existing cemetery and to modify landscaping requirements to allow the current development configuration. The other uses permitted in Subarea 1 of the Planned Development District will continue to be allowed, as well. The purpose of the specific use permit is to allow the sale of alcoholic beverages in conjunction with the general merchandise or food store located on the site. The site is currently developed with 2,112-square-foot retail building and motor vehicle fueling station.

**CPC RECOMMENDATION:** **Approval** of a new subarea, subject to a development/landscape plan and conditions; and **approval** of a Specific Use Permit for a one-year period, subject to a site plan and conditions.

**STAFF RECOMMENDATION:** **Approval** of a new subarea, subject to a development/landscape plan and conditions; and **approval** of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.



## GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommendation for approval of the new subarea is based upon:

1. *Performance impacts upon surrounding property* – The request site is on a commercial corner and shares its borders with roadways or a cemetery. The reduction of the residential setback will not detrimentally impact the adjacent cemetery.
2. *Traffic impact* – The proposed changes to the development standards will not have an impact on traffic.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located on a multi-modal corridor. The requested changes to the development standards are consistent with this building block as the proposed development and landscape plan limits the scale of the development and has a strong focus on access to the corridor.
4. *Justification for PD Planned Development District Zoning as opposed to a straight zoning district* – The site has a unique condition that requires a deviation from the current zoning district regulations. The adjacent cemetery is currently in a residential zoning district that requires a 20-foot setback. The cemetery is not a residential use that necessitates a physical separation.

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The existing use is compatible with the surrounding land uses. The sale of alcoholic beverages in conjunction with this existing retail use does not affect compatibility with the surrounding uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The sale of alcoholic beverages in conjunction with an existing general merchandise or food store does not appear to negatively impact the adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The existing general merchandise or food store complies with Chapter 12B (Convenience Store) requirements. The purpose of regulating convenience stores is to protect the health, safety, and welfare of the citizens of the City of Dallas by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores in the city. In addition, conditions and time periods for the use provide opportunity for continued evaluation of the site.

4. *Conforms in all other respects to all applicable zoning regulations and standards*  
– Based on information depicted on the site plan, it complies with all applicable zoning regulations and standards.

#### **BACKGROUND INFORMATION:**

- Aerial photography from 1957 shows the site developed with a gas station.
- In February 1992, the request area was included in the establishment of the Buckner Boulevard Special Purpose District.
- In 1998, the existing gas station was demolished and a new gas station was constructed.
- A permit was issued in error in May 2005 to construct an addition that was not in compliance with the zoning regulations. Several inspections were conducted until early 2006 but ceased before final inspections were performed. The permit was idle and as thereby revoked due to inactivity.
- A new permit was applied for in 2011 to finish the work from the 2005 addition permit, but expired because it did not comply with zoning regulations.
- An application to the Board of Adjustments (BDA101-072) was made June 6, 2011 for the setback and landscaping violations. The application was denied without prejudice on November 14, 2011.

**Zoning History:** There have been two recent zoning changes in the vicinity within the last five years.

1. **Z123-220:** On June 26, 2013, City Council approved an application for a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property within Subarea 6 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D Liquor Control Overlay.
2. **Z101-228:** On August 10, 2011, City Council approved an application for a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store use greater than 3,500 square feet on property zoned a CR-D Community Retail District with a D Liquor Control Overlay.

**Thoroughfares/Streets:**

Thoroughfare/Street	Type	Existing Dimension
South Buckner Boulevard	Principal Arterial	Standard-6 lanes-Divided, 107 feet R.O.W.
Scyene Road	Community Collector	Standard-4 lanes-Undivided, 60 feet R.O.W.

**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* designates the area of request in the Multi-modal corridor.

This Building Block should encourage the redevelopment of aging auto-oriented single family neighborhoods. These areas offer dense mixed use and then transition to multi-family and single family housing at the edge. These corridors should diminish quickly in scale, density, and intensity away from the corridor, respecting existing single family neighborhoods while maintaining a strong focus on transit-orientation and access.

**Land Use:**

	Zoning	Land Use
Site	PD 366 Subarea 1	Retail with gas station
North, West and South	R-7.5(A), SUP 92	Cemetery
East	PD 366 Subarea 6	Restaurant with drive-through service

**Land Use Compatibility:**

The predominate land use that surrounds the request site to the north, west and south is an open space cemetery. The uses to the east of the request site are primarily retail with a drive through restaurant immediately to the west of the request site, pawn shops, and auto-related uses scattered throughout. The single-story, auto-oriented buildings that line the eastern border of South Buckner Boulevard are consistent with the proposed development standards of this request.

**Parking:**

The property is developed with an existing retail store with a motor vehicle fueling station; the request complies with the minimum off-street parking requirements in the Dallas Development Code.

**Landscaping:**

On November 14, 2011, BDA 101-072 was heard by the Board of Adjustments. A memo from the Chief Arborist dated November 3, 2011 was provided to the board and is included on the following page which outlines the landscape deficiencies of the site. The basis for staff recommendation of denial for the landscape variance was that it did not meet the following standards for a variance:

(A) the variance is not contrary to the public interest when, owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed and substantial justice done;

(B) the variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a restrictive area, shape, or slope that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and

(C) the variance is not granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.<sup>1</sup>

The Board of Adjustments denied the appeal without prejudice for a landscape variance because their “evaluation of the property and the testimony show[ed] that the physical character of this property is such that a literal enforcement of the provisions of the Dallas Development Code, as amended, would not result in unnecessary hardship of this applicant.”

The current request combines and modifies some elements of the Buckner Boulevard Planned Development District and Article X landscape requirements in the proposed landscape plan. The proposed landscape conditions require that the landscaping on site must comply with the proposed landscape plan and it must be maintained in a healthy growing condition. Staff supports these modifications.

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<sup>1</sup> Reference Section 51A-3.102(d)(10)

## Memorandum



CITY OF DALLAS

DATE November 3, 2011

TO Steve Long, Board of Adjustment Administrator

SUBJECT # BDA 101 - 072 3003 S. Buckner Boulevard

The applicant is requesting a variance to the landscape requirements of PD 366, the Buckner Boulevard Special Purpose District.

### Trigger

Construction of a building addition in 2005.

### Deficiencies

The site was originally improved under permit in 1998. The property was recorded to have complied with PD 366 landscape requirements at time of inspection on October 1, 1998. The site is currently deficient.

PD 366 conditions are deficient in the following:

- Parkway landscaping - deficient parkway trees along Buckner (trees were planted on property). Trees are in the parkway along Scyene Road.
- Site area landscaping - deficient required site trees (removed for expansion).
- Front yard strip landscaping - deficient also following initial inspection in 1998.
- Screening - requires six-foot tall fence along residential adjacency. This was deficient from the 1998 plan and possibly replaced with large shrubs. (Screening is a landscape requirement in PD 366 so does not require a separate variance request).

Additional Article X deficiencies include:

- The mandatory perimeter landscape buffer is violated with the construction of the new structure. According to the 1998 plan, five trees were eliminated.

### Factors

The photinia shrub row is recognized by staff as being on this property. A portion of the shrub row that screens this commercial use from the cemetery was removed to make way for the structure. The rear of the building is fully exposed to view behind the metal cemetery fencing.

The proposed plan complies, in intent, with site trees, street trees and design standard requirements of Article X. It provides enhanced paving (a portion in the parkway approved in 1998) and screening of off-street parking.

### Recommendation

Denial of the submitted landscape plan.

Philip Erwin, ISA certified arborist #TX-1284(A)  
Chief Arborist

**CPC Action – September 3, 2015**

**Motion:** It was moved to recommend **approval** of a new subarea, subject to a development/landscape plan and conditions; and **approval** of a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a one-year period, subject to a site plan and conditions within Tract 2A, Subarea 1 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District with a D-1 Liquor Control Overlay on the northwest corner of Scyene Road and South Buckner Boulevard.

Maker: Shidid  
Second: Schultz  
Result: Carried: 10 to 1

For: 10 - Anglin, Shidid, Anantasomboon, Lavallaisaa,  
Tarpley, Shellene, Schultz, Peadon, Ridley,  
Abtahi

Against: 1 - Bagley  
Absent: 3 - Emmons, Rodgers, Murphy  
Vacancy: 1 - District 4

**Notices:** Area: 500 Mailed: 24  
**Replies:** For: 4 Against: 3

**Speakers:** For: Raihan Chowdhury, 3003 S. Buckner Blvd., Dallas, TX, 75227  
For (Did not speak): Mohammed Sultan, 3003 S. Buckner Blvd., Dallas, TX, 75227  
Mohammed Hossain, 3003 S. Buckner Blvd., Dallas, TX, 75227  
Against: None

**EAST BENGAL CORPORATION DIRECTORS**

*DIRECTOR* **MOHAMMAD HOSSAIN**  
3609 UNIVERSITY PARK  
IRVING, TEXAS 75062

*DIRECTOR* **MUHAMMED SULTAN**  
1400 HUDSPETH DRIVE  
CARROLLTON, TEXAS 75010

*DIRECTOR* **RAIHANULCHOWDHURY**  
1121 EMILY LN  
CARROLLTON , TX 75010

**CPC RECOMMENDED CONDITIONS**

**ARTICLE 366.**

**PD 366.**

**Buckner Boulevard Special Purpose District**

**SEC. 51P-366.101. LEGISLATIVE HISTORY.**

PD 366 was established by Ordinance No. 21211, passed by the Dallas City Council on February 26, 1992. Ordinance No. 21211 amended Ordinance No. 19455, Chapter 51A of the Dallas City Code, as amended. Subsequently, Ordinance No. 21211 was amended by Ordinance No. 21313, passed by the Dallas City Council on June 10, 1992, and Ordinance No. 24159, passed by the Dallas City Council on January 12, 2000. (Ord. Nos. 19455; 21211; 21313; 24159; 25164)

**SEC. 51P-366.102. PROPERTY LOCATION AND SIZE.**

PD 366 is established on property generally located along both sides of Buckner Boulevard from Heinen Drive and Hoyle Avenue on the north to the T. & N.O. Railroad on the south, and along Lake June Road between Carbona Drive on the west and Pleasant Drive on the east. The size of PD 366 is approximately 407.945 acres. (Ord. Nos. 21211; 21313; 24159; 25164; 27034; 27902; 28199; 28520; 28547; 28775)

**SEC. 51P-366.103. DEFINITIONS AND INTERPRETATIONS.**

(a) Unless otherwise stated, the definitions in Chapter 51A apply to this article. In Subarea 6:

(1) ALTERNATIVE FINANCIAL ESTABLISHMENT means a business that provides car title loans, check cashing, money transfers, payday cash advances, payroll advances, or short term cash loans. An alternative financial establishment does not include state or federally chartered banks, savings and loans, and credit unions. An alternative financial establishment does not include an establishment that provides financial services that are accessory to another main use.

(2) FEED STORE means a facility for the wholesale or retail sale of grain, prepared feed, and forage for pets, livestock, and fowl.

(3) MASSAGE ESTABLISHMENT means any building, room, place, or establishment, other than a regularly licensed hospital, where manipulated massage or manipulated exercises are practiced upon the human body by anyone not a duly



licensed physician or chiropractor whether with or without the use of mechanical, therapeutic, or bathing devices, and includes Turkish bathhouses. This term does not include, however, duly licensed beauty parlors or barber shops or a place wherein registered physical therapists treat only patients recommended by a licensed physician and operated only under such physician's direction. MASSAGE means any process consisting of kneading, rubbing, or otherwise manipulating the skin of the body of a human being, either with the hand or by means of electrical instruments or apparatus, or other special apparatus, but does not include massage by duly licensed physicians and chiropractors, and registered physical therapists who treat only patients recommended by a licensed physician and who operate only under such physician's direction, nor massage of the face practiced by beauty parlors or barbershops duly licensed under the penal code of the state.

(4) TATTOO OR BODY PIERCING STUDIO means a business in which tattooing or body piercing is performed. TATTOOING means the practice of producing an indelible mark or figure on the human body by scarring or inserting a pigment under the skin using needles, scalpels, or other related equipment. BODY PIERCING means the piercing of body parts, other than ears, for purposes of allowing the insertion of jewelry.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) Section 51A-2.101, "Interpretations," applies to this article.

(d) The following rules apply in interpreting the use regulations in this article:

(1) The absence of a symbol appearing after a listed use means that the use is permitted by right.

(2) The symbol *[SUP]* appearing after a listed use means that the use is permitted by specific use permit only.

(3) The symbol *[DIR]* appearing after a listed use means that a site plan must be submitted and approved in accordance with the requirements of Section 51A-4.803. ("DIR" means "development impact review." For more information regarding development impact review generally, see Division 51A-4.800.)

(4) The symbol *[RAR]* appearing after a listed use means that, if the use has a residential adjacency as defined in Section 51A-4.803, a site plan must be submitted and approved in accordance with the requirements of that section. ("RAR" means "residential adjacency review." For more information regarding residential adjacency review generally, see Division 51A-4.800.)

(5) For purposes of determining the applicability of regulations in this article and in Chapter 51A triggered by adjacency or proximity to another zoning district,

and for purposes of interpreting the DIR and RAR requirements of Division 51A-4.800, this district is considered to be a nonresidential zoning district.

(e) PD 366 is to be known as the Buckner Boulevard Special Purpose District. (Ord. Nos. 21211; 25164; 27788)

**SEC. 51P-366.103.1. EXHIBITS.**

The following exhibits are incorporated into this article:

- (1) Exhibit 366A: Subarea descriptions.
- (2) Exhibit 366B: Subarea 5 development plan.
- (3) Exhibit 366C: Subarea 1A development plan.
- (4) Exhibit 366D: Tract map.
- (5) Exhibit 366E: Subarea 7 development and landscape plan.

**SEC. 51P-366.104. CREATION OF SUBAREAS AND DEVELOPMENT PLAN.**

(a) Creation of subareas. This district is divided into ~~seven~~eight subareas as described in Exhibit 366A. Subareas and tracts are shown on Exhibit 366D.

(b) Development plan.

(1) Except as provided in this subsection, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, and development schedule do not apply.

(2) Development and use of Subarea 1A must comply with the development plan (Exhibit 366C).

(3) Development and use of Subarea 5 must comply with the development plan (Exhibit 366B).

(4) Development and use of Subarea 7 must comply with the development and landscape plan (Exhibit 366E).

(5) In the event of a conflict between the text of this article and a development plan, the text of this article controls.

**SEC. 51P-366.105.            MAIN USES PERMITTED.**

(a)    Subarea 1 and 7.

(1)    Agricultural uses.

- Crop production.

(2)    Commercial and business service uses.

- Building repair and maintenance shop. *[RAR]*
- Catering service.
- Custom business services.
- Electronics service center.
- Machine or welding shop. *[SUP]*
- Medical or scientific laboratory. *[SUP]*
- Tool or equipment rental.
- Vehicle or engine repair or maintenance. *[SUP]*

(3)    Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convalescent and nursing homes, hospice care, and related institutions.
- Convent or monastery.
- Foster home. *[SUP]*
- Hospital. *[SUP]*
- Library, art gallery, or museum.
- Public or private school. *[RAR]*

(4)    Lodging uses.

- Hotel and motel. *[SUP]*
- Lodging or boarding house. *[SUP]*

(5)    Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window.
- Medical clinic or ambulatory surgical center.

-- Office.

(6) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(7) Residential uses.

- College dormitory, fraternity, or sorority house.

(8) Retail and personal service uses.

- Ambulance service. [RAR]
- Animal shelter or clinic without outside run. [RAR]
- Auto service center. [RAR]
- Business school.
- Car wash. [DIR]
- Commercial amusement (inside).
- Commercial amusement (outside). [SUP]
- Commercial parking lot or garage. [RAR]
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick, or building materials sales yard. [DIR]
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Pawnshop.
- Personal service uses.
- Restaurant without drive-in or drive-through service. [RAR]
- Restaurant with drive-in or drive-through service. [DIR]
- Swap or buy shop. [SUP]
- Taxidermist. [SUP]
- Temporary retail use.
- Theater.
- Vehicle display, sales, and service. [SUP]

(9) Transportation uses.

- Transit passenger shelter. *[See Section 51A-4.211.]*
- Transit passenger station or transfer center. *[See Section 51A-4.211.]*

(10) Utility and public service uses.

- Commercial radio or television and transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television, or microwave tower. *[SUP]*
- Utility or government installation other than listed. *[SUP]*

(11) Wholesale, distribution, and storage uses.

- Mini-warehouse. *[SUP]*
- Office showroom/warehouse. *[SUP]*
- Outside storage (with visual screening). *[SUP]*
- Recycling collection center. *[RAR]*

(b) Subarea 1A.

(1) Agricultural uses.

- Crop production.

(2) Commercial and business service uses.

- Catering service.
- Custom business services.
- Electronics service center.

(3) Industrial uses.

None permitted.

(4) Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.

- Convalescent and nursing homes, hospice care, and related institutions.
- Convent or monastery.
- Foster home. [SUP]
- Hospital. [SUP]
- Library, art gallery, or museum.
- Public or private school. [RAR]

(5) Lodging uses.

None permitted.

(6) Miscellaneous uses.

- Temporary construction or sales office.

(7) Office uses.

- Financial institution without drive-in window.
- Medical clinic or ambulatory surgical center.
- Office.

(8) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(9) Residential uses.

- College dormitory, fraternity, or sorority house.

(10) Retail and personal service uses.

- Animal shelter or clinic without outside run. [RAR]
- Business school.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Nursery, garden shop, or plant sales.
- Personal service uses.

- Restaurant without drive-in or drive-through service. [RAR]
- Taxidermist. [SUP]

(11) Transportation uses.

- Transit passenger shelter. [See Section 51A-4.211.]
- Transit passenger station or transfer center. [See Section 51A-4.211.]

(12) Utility and public service uses.

- Commercial radio or television and transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television, or microwave tower. [SUP]
- Utility or government installation other than listed. [SUP]

(c) Subarea 2.

(1) Agricultural uses.

- Crop production.

(2) Commercial and business service uses.

- Building repair and maintenance shop. [RAR]
- Bus or rail transit vehicle maintenance or storage facility. [RAR]
- Catering service.
- Commercial cleaning and laundry plant. [RAR]
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing. [RAR]
- Machine or welding shop. [RAR]
- Machinery, heavy equipment, or truck sales and service. [RAR]
- Medical or scientific laboratory.
- Technical school.
- Tool or equipment rental.
- Vehicle or engine repair or maintenance. [RAR]

(3) Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. [SUP]
- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convalescent and nursing homes, hospice care, and related institutions.
- Convent or monastery.
- Foster home. [SUP]
- Hospital. [SUP]
- Library, art gallery, or museum.
- Public or private school. [RAR]

(4) Lodging uses.

- Hotel and motel. [RAR]
- Lodging or boarding house.

(5) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. [RAR]
- Medical clinic or ambulatory surgical center.
- Office.

(6) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(7) Residential uses.

- College dormitory, fraternity, or sorority house.

(8) Retail and personal service uses.

- Ambulance service. [RAR]
- Animal shelter or clinic without outside run. [RAR]
- Animal shelter or clinic with outside run. [SUP]
- Auto service center. [RAR]
- Business school.
- Car wash. [RAR]



- Commercial amusement (inside).
- Commercial amusement (outside). *[DIR]*
- Commercial parking lot or garage. *[RAR]*
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick, or building materials sales yard. *[RAR]*
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Outside sales. *[SUP]*
- Pawnshop.
- Personal service uses.
- Restaurant without drive-in or drive-through service. *[RAR]*
- Restaurant with drive-in or drive-through service. *[DIR]*
- Swap or buy shop. *[SUP]*
- Taxidermist.
- Temporary retail use.
- Theater.
- Vehicle display, sales, and service.

(9) Transportation uses.

- Commercial bus station and terminal. *[DIR]*
- Heliport. *[SUP]*
- Helistop. *[SUP]*
- Railroad passenger station. *[SUP]*
- Transit passenger shelter. *[See Section 51A-4.211.]*
- Transit passenger station or transfer center. *[See Section 51A-4.211.]*

(10) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Radio, television, or microwave tower. *[RAR]*
- Utility or government installation other than listed. *[SUP]*

(11) Wholesale, distribution, and storage uses.

- Auto auction. [SUP]
- Building mover's temporary storage yard. [SUP]
- Contractor's maintenance yard. [RAR]
- Freight terminal. [RAR]
- Manufactured building sales lot. [RAR]
- Mini-warehouse.
- Office showroom/warehouse.
- Outside storage (with visual screening). [RAR]
- Petroleum product storage and wholesale. [SUP]
- Recycling collection center. [RAR]
- Sand, gravel, or earth sales and storage. [SUP]
- Trade center.
- Vehicle storage lot. [SUP]
- Warehouse. [RAR]

(d) Subarea 3. The uses permitted in Subarea 3 are all uses permitted in the LI Light Industrial District, as set out in Chapter 51A subject to the same conditions applicable in the LI Light Industrial District. For example, a use only permitted in the LI Light Industrial District by specific use permit (SUP) is only permitted in this planned development district by SUP; a use subject to development impact review (DIR) in the LI Light Industrial District is subject to DIR in this planned development district; etc. Exception: The vehicle display, sales, and service use is permitted by SUP only.

(e) Subarea 4. The uses permitted in Subarea 4 are all uses permitted in the IM Industrial Manufacturing District, as set out in Chapter 51A, subject to the same conditions applicable in the IM Industrial Manufacturing District. For example, a use only permitted in the IM Industrial Manufacturing District by specific use permit (SUP) is only permitted in this planned development district by SUP; a use subject to development impact review (DIR) in the IM Industrial Manufacturing District is subject to DIR in this planned development district; etc.

(f) Subarea 5.

(1) Agricultural uses.

- Crop production.

(2) Commercial and business service uses.

- Catering service.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Medical or scientific laboratory.
- Technical school.

(3) Industrial uses.

None permitted.

(4) Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convalescent and nursing homes, hospice care, and related institutions.
- Convent or monastery.
- Foster home. *[SUP]*
- Hospital. *[SUP]*
- Library, art gallery, or museum.
- Public or private school. *[RAR]*

(5) Lodging uses.

None permitted.

(6) Miscellaneous uses.

None permitted.

(7) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[RAR]*
- Medical clinic or ambulatory surgical center.
- Office.

(8) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(9) Residential uses.

- College dormitory, fraternity, or sorority house.

(10) Retail and personal service uses.

- Ambulance service. [RAR]
- Animal shelter or clinic without outside runs. [RAR]
- Animal shelter or clinic with outside runs. [SUP]
- Business school.
- Commercial parking lot or garage. [RAR]
- Dry cleaning or laundry store.
- Furniture store.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant without drive-in or drive-through service. [RAR]
- Temporary retail use.
- Theater.

(11) Transportation uses.

- Commercial bus station and terminal. [DIR]
- Railroad passenger station. [SUP]
- Transit passenger shelter. [See Section 51A-4.211.]
- Transit passenger station or transfer center. [See Section 51A-4.211.]

(12) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Radio, television, or microwave tower. [RAR]
- Utility or government installation other than listed. [SUP]

(13) Wholesale, distribution, and storage uses.

None permitted.

(g) Subarea 6.

(1) Agricultural uses.

- Crop production.

(2) Commercial and business service uses.

- Building repair and maintenance shop. [RAR]
- Catering service.

- Custom business services.
- Electronics service center.
- Feed store.
- Machine or welding shop. [SUP]
- Medical or scientific laboratory. [SUP]
- Tool or equipment rental.
- Vehicle or engine repair or maintenance. [SUP]

(3) Industrial uses.

None permitted.

(4) Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. [SUP]
- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convalescent and nursing homes, hospice care, and related institutions.
- Convent or monastery.
- Foster home. [SUP]
- Hospital. [SUP]
- Library, art gallery, or museum.
- Public or private school. [RAR]

(5) Lodging uses.

- Hotel or motel. [SUP. Must have more than 60 guest rooms.]

(6) Miscellaneous uses.

None permitted.

(7) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window.
- Medical clinic or ambulatory surgical center.
- Office.

(8) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(9) Residential uses.

- College dormitory, fraternity, or sorority house.

(10) Retail and personal service uses.

- Alternative financial establishment. [SUP]
- Ambulance service. [RAR]
- Animal shelter or clinic without outside runs. [RAR]
- Auto service center. [RAR]
- Business school.
- Car wash. [SUP]
- Commercial amusement (inside). *[Treat as if in a CR Community Retail District.]*
- Commercial amusement (outside). [SUP]
- Commercial parking lot or garage. [RAR]
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick, or building materials sales yard. [DIR]
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Pawnshop.
- Personal service uses. *[Massage establishment and tattoo or body piercing studio uses are prohibited.]*
- Restaurant without drive-in or drive-through service. [RAR]
- Restaurant with drive-in or drive-through service. [DIR]
- Swap or buy shop. [SUP]
- Taxidermist. [SUP]
- Temporary retail use.
- Theater.
- Vehicle display, sales, and service. [SUP]

(11) Transportation uses.

- Transit passenger shelter. *[See Section 51A-4.211.]*

- Transit passenger station or transfer center. *[See Section 51A-4.211.]*

(12) Utility and public service uses.

- Commercial radio or television and transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television, or microwave tower. *[SUP]*
- Tower/antenna for cellular communication. *[SUP may be*

*required.*

*See Section 51A-4.212(10.1). Treat as a CR Community Retail district.]*

- Utility or government installation other than listed. *[SUP]*

(13) Wholesale, distribution, and storage uses.

- Mini-warehouse. *[SUP]*
- Office showroom/warehouse. *[SUP]*
- Outside storage (with visual screening). *[SUP]*
- Recycling collection center. *[RAR]* (Ord. Nos. 21211; 25164;

27034; 27788; 28547)

**SEC. 51P-366.106. ACCESSORY USES.**

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) In Subarea 6, accessory outside display of merchandise is only permitted within 10 feet of the structure housing the primary use. (Ord. Nos. 21211; 25164; 27788)

**SEC. 51P-366.107. YARD, LOT, AND SPACE REGULATIONS.**

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

- (a) Subareas 1, 1A, 2, and 6 and 7.

- (1) Front yard. Minimum front yard is:
- and
- (A) 15 feet where adjacent to an expressway or a thoroughfare;
- (B) no minimum in all other cases.
- (2) Side and rear yard. Minimum side and rear yard is:
- (A) 20 feet where adjacent to or directly across an alley from an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district; ~~and~~
- (B) no side and rear yard required in all other cases-and;
- (C) in Subarea 7, no minimum side or rear yard.
- (3) Dwelling unit density. No dwelling unit density.
- (4) Floor area ratio. Maximum floor area ratio is:
- (A) 0.5 for any combination of lodging, office, and retail and personal service uses; and
- (B) 0.75 for all uses combined.
- (5) Height.
- (A) Residential proximity slope. If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope. (See Section 51A-4.412.) Exception: Structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less.
- (B) Maximum height. Unless further restricted under Subparagraph (A), maximum structure height is 45 feet.
- (6) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.
- (7) Lot size. No minimum lot size.
- (8) Stories. Maximum number of stories above grade is three. Parking garages are exempt from this requirement, but must comply with the height regulations of Paragraph (5).



(b) Subarea 3. Except as otherwise provided, the yard, lot, and space regulations for this subarea must comply with the yard, lot, and space regulations applicable to the LI Light Industrial District, as set out in Chapter 51A. Minimum side and rear yard is:

(1) 20 feet where adjacent to or directly across the street from an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district; and

(2) no side or rear yard required in all other cases.

(c) Subarea 4. Except as otherwise provided, the yard, lot, and space regulations for this subarea must comply with the yard, lot, and space regulations applicable to the IM Industrial Manufacturing District, as set out in Chapter 51A. Minimum side and rear yard is:

(1) 20 feet where adjacent to or directly across the street from an R, R(A), D, D(A), TH, TH(A), CH, MF, or MF(A) district; and

(2) no side or rear yard required in all other cases.

(d) Subarea 5.

(1) Front yard. Minimum front yard is 25 feet.

(2) Side and rear yard. Minimum side yard is 25 feet. Minimum rear yard is 50 feet.

(3) Dwelling unit density. No dwelling unit density.

(4) Floor area ratio. Maximum floor area ratio is:

(A) 0.5 for any combination of lodging, office, and retail and personal service uses; and

(B) 0.75 for all uses combined.

(5) Height.

(A) Residential proximity slope. If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope. (See Section 51A-4.412.) Exception: Structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less.

(B) Maximum height. Unless further restricted under Subparagraph (A), maximum structure height is 45 feet.

(6) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(7) Lot size. No minimum lot size.

(8) Stories. Maximum number of stories above grade is three. Parking garages are exempt from this requirement, but must comply with the height regulations of Paragraph (5). (Ord. Nos. 21211; 25164; 27034; 27788; 28547)

#### **SEC. 51P-366.108. OFF-STREET PARKING AND LOADING.**

(a) In general. Except as provided in this section, off-street parking and loading must be provided in accordance with the Dallas Development Code, as amended.

(b) Subarea 1A. Except as provided in this subsection, any on-street parking spaces partially located within the street easement adjacent to Buckner Boulevard at Bearden Lane as shown on the development plan may be counted as a reduction of the parking requirement of the use adjacent to the on-street parking space.

(1) An on-street parking space may not be used to reduce the required parking for more than one use, except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(2) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ( $8 \div 24 = \text{one-third}$ ). The total of the limited-availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(c) Subarea 5.

(1) For a college, university, or seminary use, off-street parking must be provided at a ratio of 0.23 parking spaces per student and employee.

(2) Surface parking is permitted in the required side and rear yards.

(d) Subarea 6.

(1) Feed store.

(A) One space per 500 square feet of retail floor area is required.

(B) One space per 1,000 square feet of warehouse and storage floor area is required.

(2) Alternative financial establishment. One space per 200 square feet of floor area is required. (Ord. Nos. 21211; 25164; 27034; 27788; 28547)

**SEC. 51P-366.109. ENVIRONMENTAL PERFORMANCE STANDARDS.**

See Article VI. (Ord. Nos. 21211; 25164)

**SEC. 51P-366.110. LANDSCAPING FOR ALL SUBAREAS EXCEPT SUBAREA 7.**

(a) Application.

(1) Parkway landscaping provisions shall become applicable to a lot when an application is made for a building permit for construction work that increases building height, floor area ratio, required parking, or nonpermeable coverage of the lot.

(2) Site area landscaping, front yard strip landscaping, screening, and sidewalk provisions shall become applicable to a lot when an application is made for a building permit for construction work that increases either the floor area ratio, building height, or nonpermeable coverage of the lot by more than 20 percent.

(3) Front yard strip landscaping and screening provisions may be imposed during required development impact or residential adjacency review procedures.

(b) Parkway landscaping. One tree at least three and one-half inches in diameter, or two trees at least one and one-half inches in diameter must be provided between the street curb and the sidewalk per 30 feet of frontage, exclusive of driveways, visibility triangles, and accessways at points of ingress and egress. No underground irrigation system is required for parkway landscaping.

(c) Front yard strip landscaping.

(1) The 10-foot-wide strip of land along the entire length of the front yard and immediately adjacent to the property line must be landscaped as follows:

(A) Twenty percent of the surface must be permeable.

(B) Ten percent must be landscaped with trees, shrubs, or a combination of trees and shrubs that have the potential to attain a minimum height of 30 inches within a three-year time period.

(C) An underground irrigation system must be provided.

(2) Front yard strip landscaping must be approved by the director of the department of development services.

(d) Site area landscaping.

(1) Except as provided in this subsection, the remainder of the lot must be landscaped in accordance with the provisions contained in Article X. An underground irrigation system must be provided.

(2) A plant group that complies with the provisions of Section 51A-10.125(b)(7)(B) must be provided for every 35 feet of street frontage in the Landscape Enhancement Areas as shown on the development plan for Subarea 1A (Exhibit 366C).

(e) Screening.

(1) A six-foot-high solid screening fence must be provided along all rear and side lot lines that are adjacent to residential districts.

(2) On-site parking must be screened with:

(A) a minimum three-foot-high solid fence, with an 18-inch wide planting bed located on its street side; or

(B) shrubs with the potential to attain a minimum height of 30 inches within a three-year time period.

(3) Manufactured building sales lot and vehicle display, sales, and service uses must be screened with a minimum two and one-half-foot-high fence with a screening factor of less than 66 percent, and an 18-inch-wide planting bed located on its street side.

(f) Sidewalks. A sidewalk with a minimum width of five feet must be provided in the 12 foot area parallel to and in back of the projected street curb.

(g) Completion. All landscaping must be completed in accordance with the provisions contained in Article X.

(h) General maintenance.

(1) Required landscaping must be maintained in a healthy, growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning, and other maintenance of all plantings as needed. Any plant that dies must be replaced with another living plant that complies with the approved landscape plan within 90 days after notification by the city.

(2) Any damage to utility lines resulting from the negligence of the property owner or his agents or employees in the installation and maintenance of required landscaping in a utility easement is the responsibility of the property owner. If a public utility disturbs a landscaped area in a utility easement, it shall make every reasonable effort to preserve the landscaping materials and return them to their prior locations after the utility work. If, nonetheless, some plant materials die, it is the obligation of the property owner to replace the plant materials.

(i) Points. For purposes of tabulating the number of points earned toward the minimum number required by Article X, 15 points are awarded for parkway landscaping. Ten points are awarded for required or voluntary front yard strip landscaping. Five points are awarded for the screening of on-site parking. (Ord. Nos. 21211; 25164; 28547)

#### **SEC. 51P-366.110.1. LANDSCAPING FOR SUBAREA 7.**

(a) Landscaping must be provided as shown on the development and landscape plan (Exhibit 366E).

(b) Plant materials must be maintained in a healthy, growing condition.

#### **SEC. 51P-366.111. PRIVATE LICENSE GRANTED.**

(a) The city council hereby grants a private license to each of the abutting property owners of property in the Buckner Boulevard Special Purpose District for the exclusive purpose of authorizing compliance with the parkway landscaping requirements of this article. An abutting property owner is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a landscape permit in accordance with Chapter 52 of the Dallas City Code, as amended. This private license shall not terminate at the end of any specific time period, however, the city council retains the right to terminate this license whenever in its judgment the purpose or use of this license is inconsistent with the public use of the right-of-way or whenever the purpose or use of this license is likely to become a nuisance.

(b) To the extent that the provisions contained in this section conflict with the applicable licensing provisions contained in Chapter 43 of the Dallas City Code, the provisions contained in Chapter 43 are waived.

(c) In no event shall the license granted by this section be construed to grant an easement or real property interest of any kind to the licensees. (Ord. Nos. 21211; 25164)

**SEC. 51P-366.112. LANDSCAPE PLAN.**

(a) A landscape plan must be submitted to and approved by the director of the department of development services prior to the installation of landscaping required by this article.

(b) Upon the submission of a plan for or including the installation of parkway landscaping, the director of the department of development services shall circulate it to all affected city departments and all utilities and communication companies for review and comment. If, after receiving comments from affected city departments, utilities, and communication companies, the director determines that the construction and planting proposed is in compliance with this article, and will not be inconsistent with and will not impair the public, utility, or communications company use of the right-of-way, the director shall approve the landscape plan; otherwise, the director shall disapprove the plan.

(c) A property owner is not required to comply with any parkway landscaping requirement of this article if compliance is made impossible due to the director of the department of development services' disapproval of a plan to install parkway landscaping on the basis that the installation of the landscaping will be inconsistent with, or will unreasonably impair the public, utility, or communication company use of the right-of-way.

(d) The approval of a plan to install parkway landscaping does not excuse the property owner, his agents, or employees from liability in the installation or maintenance of trees, landscaping, or pavement in the public right-of-way. (Ord. Nos. 21211; 25164)

**SEC.51P-366.113. SIGNS.**

(a) Except as provided in this section, all signs must comply with the provisions for business zoning districts in Article VII.

(b) For Subarea 1A, detached premise signs are limited to one two-sided sign on Blossom Lane and one two-sided sign on Buckner Boulevard in the areas shown on the development plan. The detached premise sign on Blossom Lane must be a monument sign and may not exceed six feet in height or 50 square feet in effective area. (Ord. Nos. 21211; 25164; 28547)

**SEC. 51P-366.114. NONCONFORMING USES.**

(a) Subareas 1, 2, 3, 4, and 5.

(1) Existing nonconforming uses and uses made nonconforming by this article are not subject to amortization by the board of adjustment.

(2) The right to operate a nonconforming use terminates if the nonconforming use is discontinued or remains vacant for one year or more. The board may grant a special exception to this provision only if the owner can state an extreme circumstance that demonstrates that there was not an intent to abandon the use even though the use was discontinued for one year or more.

(b) Subarea 6.

(1) The city council finds that certain nonconforming uses have an adverse effect on nearby properties. The purpose of this subsection is to eliminate these nonconforming uses and to make them comply with the regulations of the Dallas Development Code, having due regard for the property rights of the persons affected, the public welfare, and the character of the surrounding area.

(2) The right to operate a nonconforming hotel or motel use; a nonconforming lodging or boarding house use; and a nonconforming residential hotel use automatically terminates on January 13, 2011 or one year after the use became nonconforming, whichever is later.

(3) An owner of a nonconforming hotel or motel use; a nonconforming lodging or boarding house use; or a nonconforming residential hotel use may request an extension of the compliance deadline in Paragraph (2) by filing an application with the director on a form provided by the city for that purpose. The application must be filed at least 30 days before the deadline in Paragraph (2). If a fee is required, the application will not be considered filed until the fee is paid. Failure to timely file a complete application for extension constitutes a waiver of the right to contest the reasonableness of the deadline in Paragraph (2).

(4) Upon the filing of a complete application for extension, the board shall, in accordance with the law, determine whether it is necessary to extend the compliance deadline for the nonconforming use. The board shall consider the factors listed in Section 51A-4.704(a)(1)(D) in determining whether to grant the request for extension.

(5) If, based on evidence presented at the public hearing, the board finds that additional time is needed to recoup the owner's actual investment in the use before the use became nonconforming, the board shall grant the request for extension and establish a new compliance deadline consistent with its determination of a reasonable amortization period; otherwise, the board shall deny the request. If the board denies the request, the right to operate the nonconforming use automatically

terminates on the deadline in Paragraph (2), or 30 days after the date of the board's decision to deny, whichever is later.

(c) In general. Except as otherwise provided in this section, Section 51A-4.704 applies to all nonconforming uses and structures in this district. (Ord. Nos. 21211; 25164; 27788)

#### **SEC.51P-366.114.1 SUBAREA 1A ROADWAY IMPROVEMENTS.**

(a) Before the issuance of a certificate of occupancy for a permitted use, the following must be provided:

(1) Reconstruction of the segment of Bearden Lane west of Buckner Boulevard, retaining the existing driveway connection on the north line of Bearden Lane. Eastbound Bearden Lane must provide separate left-turn and right-turn lanes at Buckner Boulevard.

(2) Signalization at Buckner Boulevard and Blossom Lane, with design and construction approved by the Director of Public Works and Transportation.

(3) Restriping Blossom Lane, providing for separate eastbound and through lanes between Buckner Boulevard and the easternmost drive approach into the Property.

(4) Drive approaches along Blossom Lane, having separate left-turn and right-turn lanes onto Blossom Lane.

(b) On-street parking along Blossom Lane is prohibited. (Ord. 28547)

#### **SEC. 51P-366.115. GENERAL REQUIREMENTS.**

Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. Nos. 21211; 25164; 26102)

#### **SEC. 51P-366.116. WAIVER OF CERTAIN SUP FEES IN SUBAREA 1.**

The city council waives the application fee for a specific use permit for nonconforming uses located in Subarea 1 in those cases where:

(1) the nonconforming use was existing on February 26, 1992, or made nonconforming by this article; and



(2) upon inspection by the director of the department of code compliance or the director's designee, it is determined that the nonconforming use and the property on which it is located is in compliance with all applicable ordinances, rules, and regulations of the city other than the requirement of a specific use permit. (Ord. Nos. 21211; 25164; 26102)

**SEC. 51P-366.117. COMPLIANCE WITH CONDITIONS.**

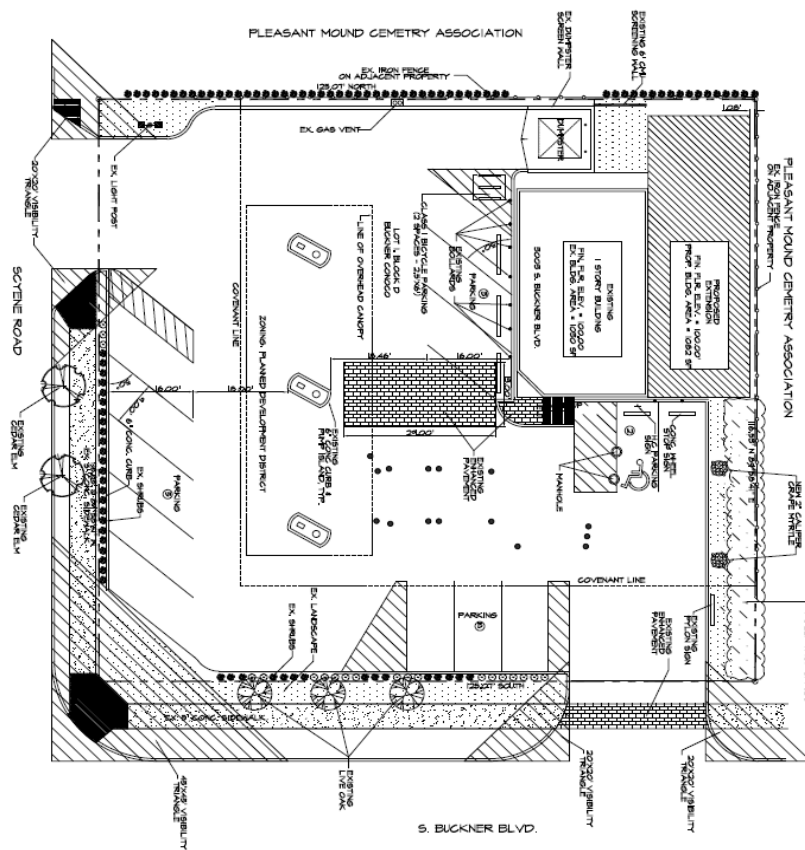
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit or a certificate of occupancy for a use in this planned development district until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. Nos. 21211; 25164; 26102)

**CPC Recommended SUP conditions**

1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store less than 3,500 square feet.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (one year).
4. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
5. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

BLOCK 6179 TR 137 AND PT 30A



BLOCK 6179 TR 137 AND PT 30A

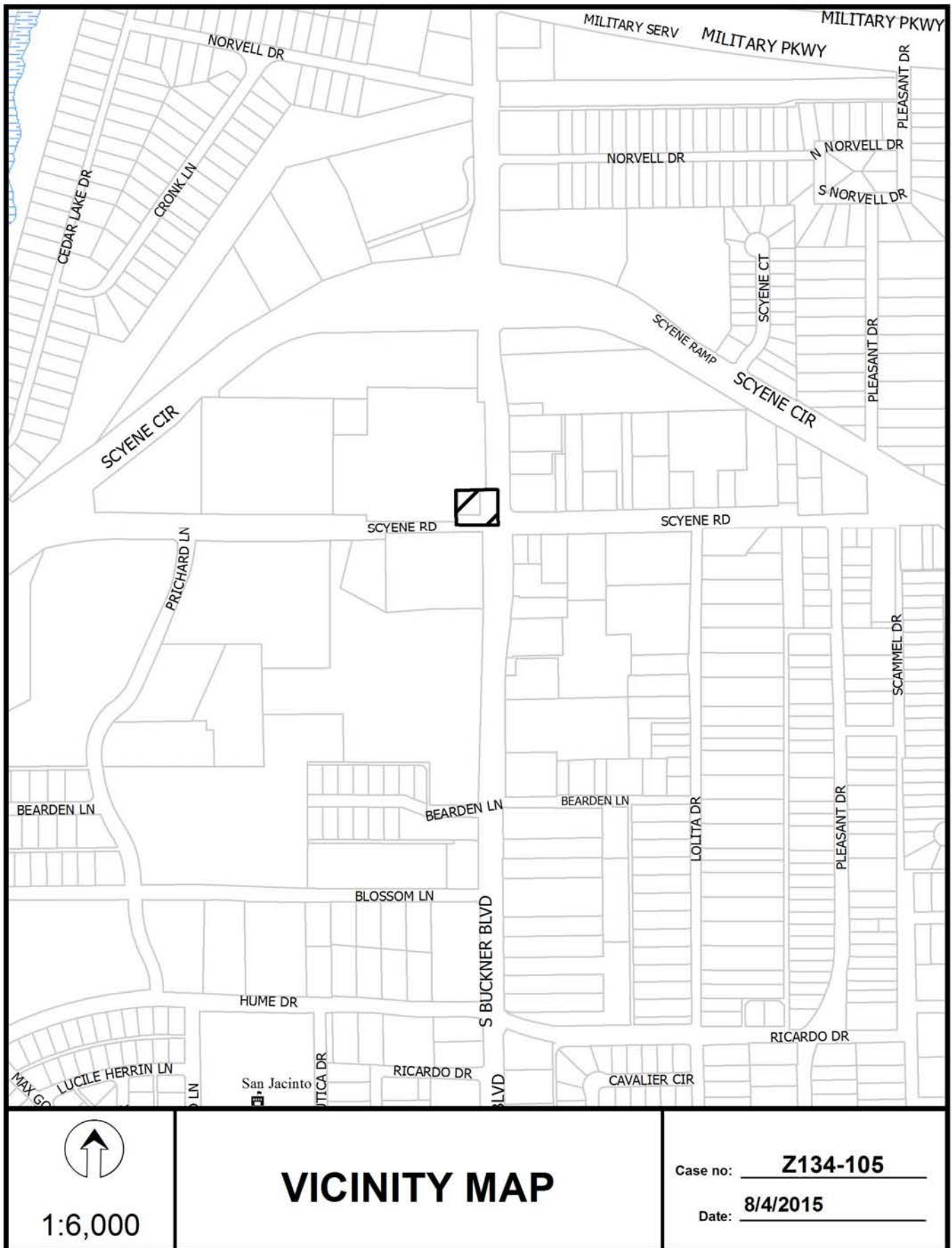
SOFT DATA REPORT	GENERAL, RESEARCHER OF FOOD STORE
COOPERATOR	NOOR VICTAL, NIKELAS SATION
CLASSIFICATION	80%
MANUAL LET CO-OP/SAFE	21.22.57.
PROPOSED BUILDING AREA	40'
VACANT BUILDING HEIGHT	15'
HEIGHT HEIGHT VARIO	0.75
NUMBER BOLD/ BUILD VARIO	3 SPACES
VACANT FLOOR AREA VARIO	
REQUIRED PARKING	
PRO/VED PARKING	
STANDARD	12 SPACES
HANDICAP	1 SPACE
TOTAL	13 SPACES
DEVELOP PARKING REQUIRED	2 SPACES
BUILDING PARKING PRO/VED	13.22.57.
LANDSCAPE	
PLANT SPECIMEN	8

PLANT 1087	
EXISTING INSECTS	COTTON WEEB
ZEP	LIVE SAW
5	SPINER BEE
2	GRASS HOPPER
2	GRASS HOPPER
TOTAL	1
EXISTING SHEETS	
159	SHEETS
TOTAL	59

THAN 24" ON CENTER"  
(SHADES TYPE TO MATCH EXISTING)



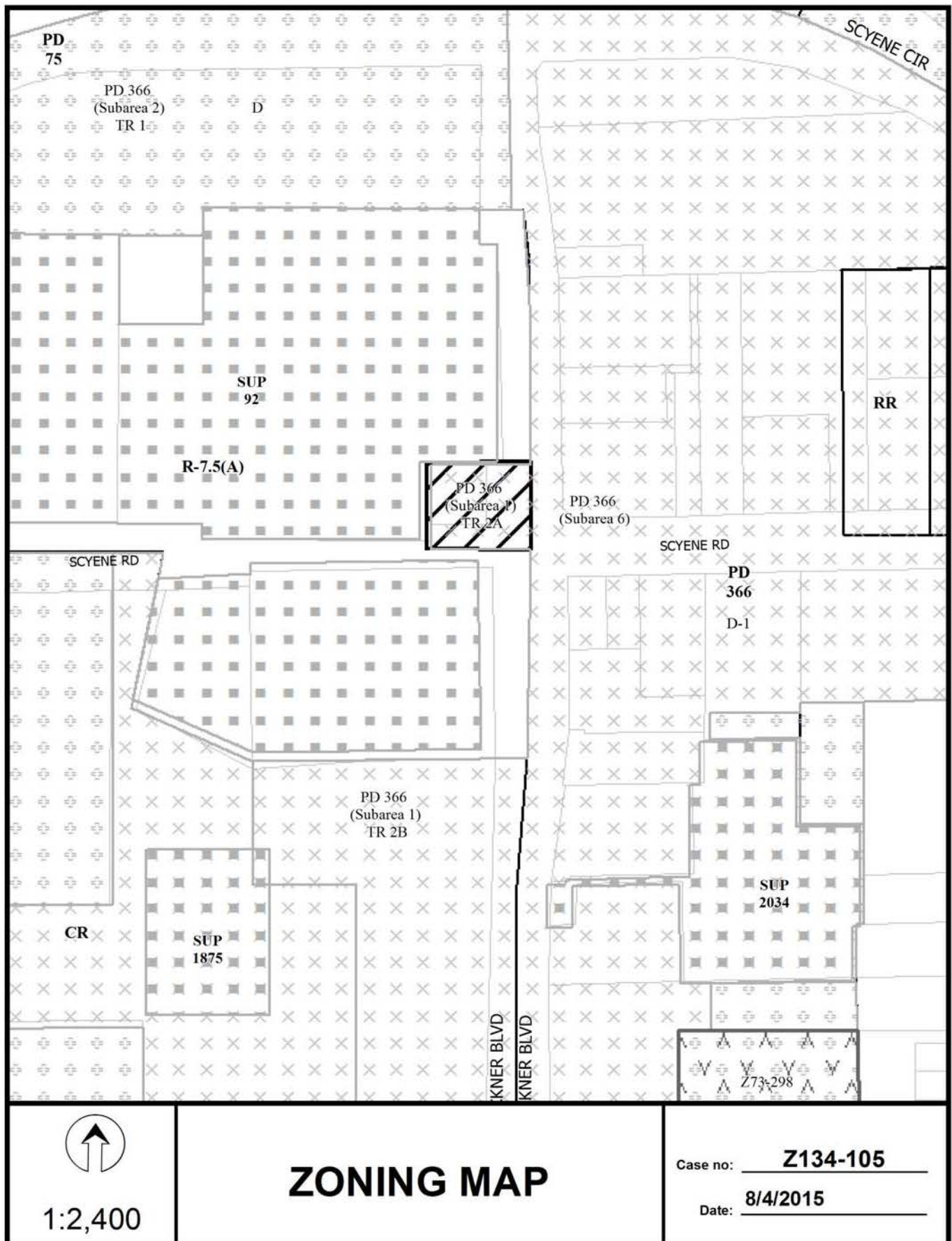
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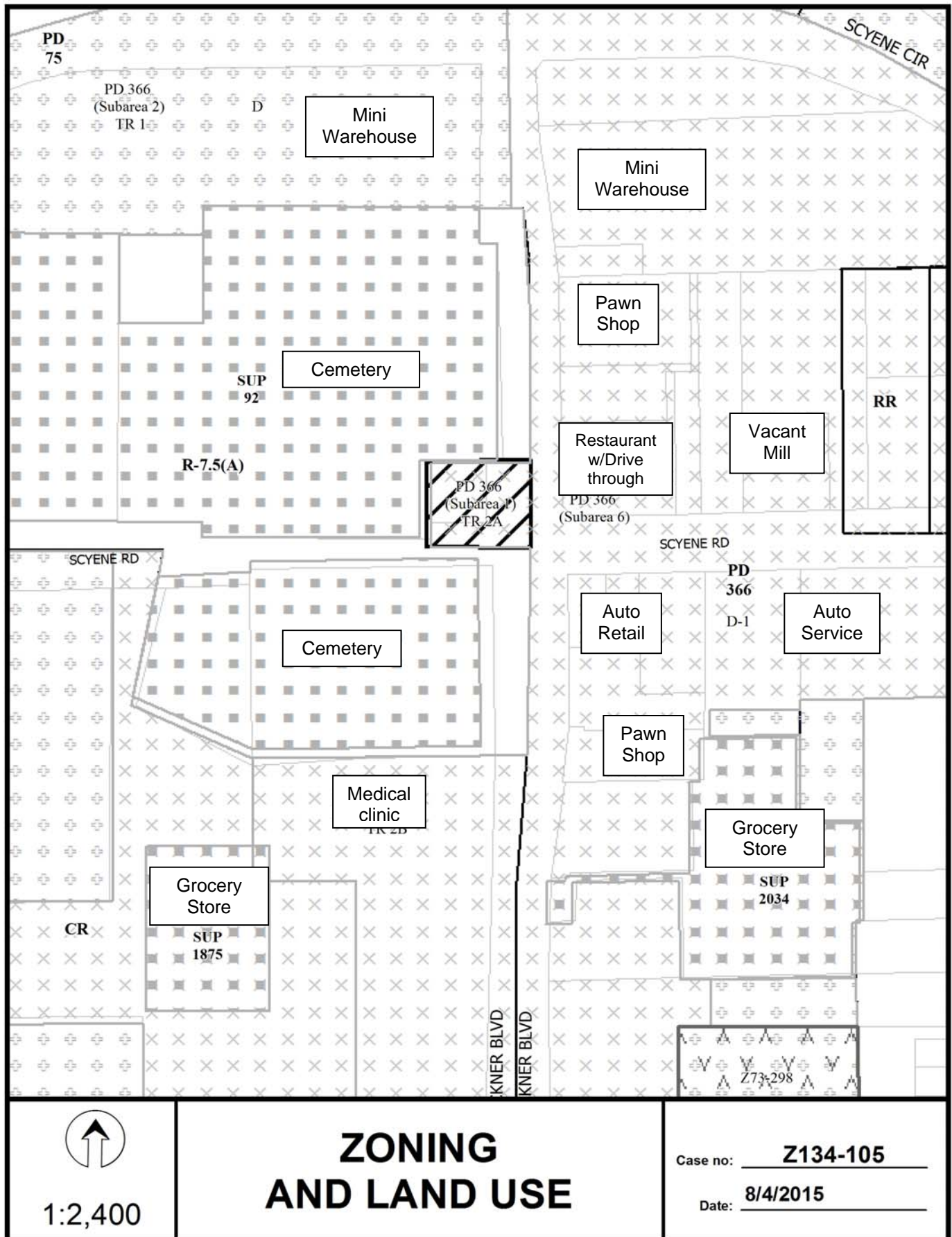




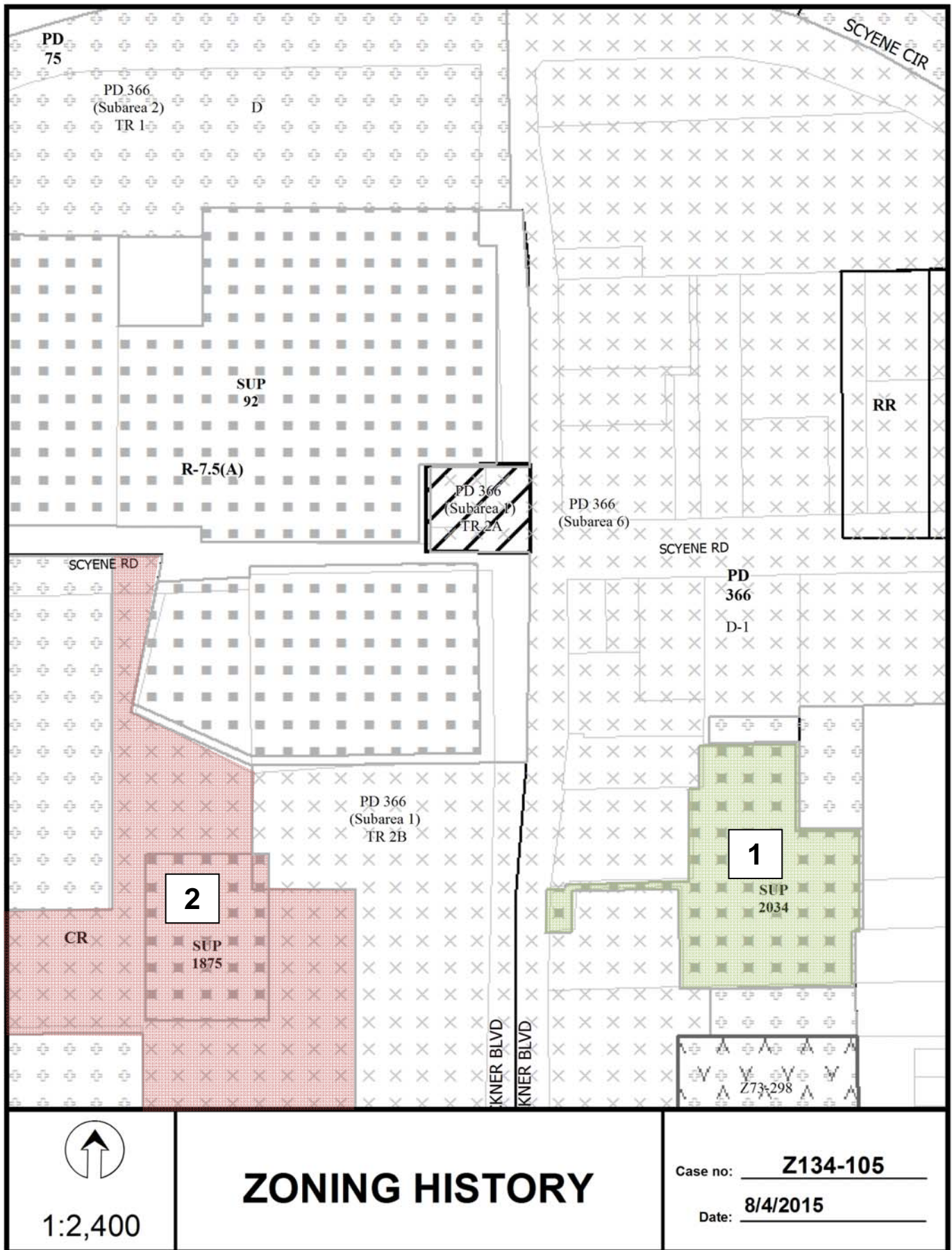




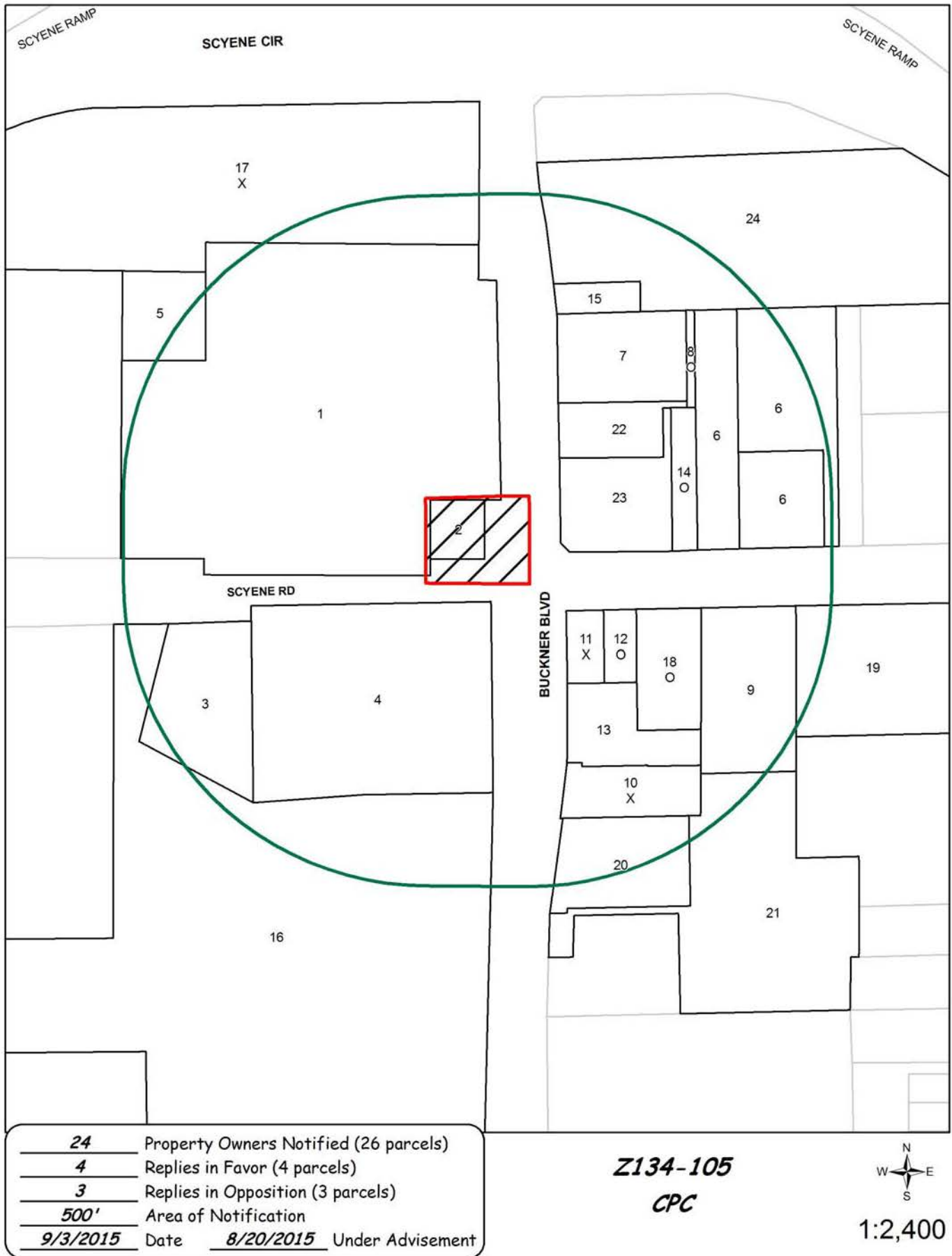












09/15/2015

***Reply List of Property Owners******Z134-105******24 Property Owners Notified      4 Property Owners in Favor    3 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	3151 BUCKNER BLVD	PLEASANT MOUND CEMETERY
	2	3003 BUCKNER BLVD	EAST BENGAL CORP
	3	8004 SCYENE RD	HERITAGE FUNERAL HOME &
	4	8050 SCYENE RD	CEMETERY
	5	8004 SCYENE RD	PLEASANT MOUND CEM ASSOC
	6	8149 SCYENE RD	WIMBERLY JOANNE
	7	3110 BUCKNER BLVD	FIRST CASH LTD
O	8	8127 SCYENE RD	JACKSON WILLIE RAY
	9	8126 SCYENE RD	FREEMAN WILLIAM R
X	10	2942 BUCKNER BLVD	HEAVER PROPERTIES LIMITED
X	11	2952 BUCKNER BLVD	MONA & NADA CORPORATION
O	12	8106 SCYENE RD	ZUNIGA CLAUDIA Y
	13	2940 BUCKNER BLVD	MITCHELL WILLIAM J &
O	14	8117 SCYENE RD	JACKSON WILLIE RAY
	15	3118 BUCKNER BLVD	UGWONALI FELIX C &
	16	8000 SCYENE RD	BUCKNER PARTNERSHIP LP
X	17	3241 BUCKNER BLVD	ACCESS-BUCKNER LTD
O	18	8116 SCYENE RD	LEWIS PAUL C
	19	8190 SCYENE RD	FORD ROBERT L
	20	2930 BUCKNER BLVD	FWP BUCKNER BLVD TX LLC
	21	2926 BUCKNER BLVD	ALDI LLC
	22	3026 BUCKNER BLVD	FIRST CASH LTD
	23	3004 BUCKNER BLVD	FIREBRAND PROPERTIES LP
	24	3210 BUCKNER BLVD	SH 708-716 LLC

**AGENDA ITEM # 47**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** October 14, 2015  
**COUNCIL DISTRICT(S):** 13  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 24 D

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Specific Use Permit No. 7 for a private school on property zoned an R-16(A) Single Family District on the west line of Inwood Road, south of Forest Lane

Recommendation of Staff: Approval for a permanent period, subject to a revised site plan, a revised traffic management plan, and conditions

Recommendation of CPC: Approval for a twenty-year period with eligibility for automatic renewals for additional twenty-year periods, subject to a revised site plan, a revised traffic management plan, and conditions

Z145-290(SM)

**FILE NUMBER:** Z145-290(SM)

**DATE FILED:** July 1, 2015

**LOCATION:** West line of Inwood Road, south of Forest Lane

**COUNCIL DISTRICT:** 13

**MAPSCO:** 24D

**SIZE OF REQUEST:** Approx. 12.6605 Acres **CENSUS TRACT:** 135.00

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**APPLICANT/OWNER:** The Lamplighter School

**REPRESENTATIVE:** Suzan Kedron, Jackson Walker, LLP

**REQUEST:** An application for an amendment to Specific Use Permit No. 7 for a private school on property zoned an R-16(A) Single Family District.

**SUMMARY:** The purpose of this request is to allow for floor area expansions of the current private school at the present location to house school functions for drama, Spanish, science, and student services. The request site is currently developed with several one- and two-story structures that include an auditorium, classrooms, and gymnasium in addition to playfields, open space, and surface parking areas. The original structure was constructed in the 1950's. SUP No. 7 was established in 1955 and included the Hockaday School to the west. Since 1955, the SUP was granted amendments to accommodate expansions of the schools; and, in 2000, the Hockaday School was separated from the Lamplighter School into a separate planned development district.

**CPC RECOMMENDATION:** **Approval** for a twenty-year period with eligibility for automatic renewals for additional twenty-year periods, subject to a revised site plan, a revised traffic management plan, and conditions.

**STAFF RECOMMENDATION:** **Approval** for a permanent period, subject to a revised site plan, a revised traffic management plan, and conditions.

## GUIDING CRITERIA FOR RECOMMENATION:

Staff recommends approval of the request, subject a site plan and conditions, based upon:

1. *Compatibility with surrounding uses and community facilities* – The existing buildings and proposed expansions are compatible in scale and character with the surrounding private school and single-family uses. The proposed additions and modifications are consistent with the existing building types, heights, allowed classroom maximum, and the proposed expansions are generally interior to the site which will maintain the character of the street-facing facades. The proposed changes are compatible with the surrounding land uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The proposed expansions will enhance opportunities for the surrounding area.
3. *Not a detriment to the public health, safety, or general welfare* – The use is consistent with those normally found in close proximity to residential uses.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – No variances or special exceptions are requested as part of this use.

**Zoning History:** There has been one recent zoning activity in the immediate area relevant to this request within the last five years.

1. Z112-258: On December 12, 2012, Council approved an application to amend the development plan and conditions for Planned Development District No. 578.

**Traffic:** The Engineering Section of the Department of Sustainable Development and Construction has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system. Traffic circulation will be regulated through the attached traffic management plan which demonstrates that vehicle queuing can be adequately accommodated onsite.

Thoroughfares/Street	Type	Existing Dimension
Inwood Road	Principal Arterial	Minimum 6 lanes divided; 100 ft. R.O.W.

**STAFF ANALYSIS:****Comprehensive Plan:**

The request site is located within a Residential Neighborhood Building Block. The request site is consistent with its Vision Building Blocks. The Residential Neighborhood Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

**Surrounding Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
Site	R-16(A)	Private school
North	PD 578	Undeveloped
East	R-1/2AC(A)	Single Family
South	R-16(A)	Single Family
West	PD 578	Private School

**Land Use Compatibility:**

The proposed maximum number of classrooms and the grade levels will remain unchanged from the previously approved specific use permit. The amendment request proposes to rebuild some aging buildings and provide additional space for students. The additions in the southern portion of the site, nearest to the single family residences, comprise of a carport that is already constructed, a small Spanish addition, and a new student services wing where surface parking is currently located. In the southwestern section of the site, existing parking is proposed to be replaced and expanded. The request will maintain the existing vegetative screening and will provide a six-foot tall screening fence between the future parking area and the adjacent residences when the new parking is constructed. North of the future parking area in the site, the existing barn is proposed to be rebuilt further south of its current footprint and a new “innovation lab” is proposed where the barn is currently situated. In the northeastern portions of the site there are also proposed drama additions and new connects between the buildings. Due to the proposed additions, the ring road is also proposed to be resituated further in the perimeter of the property, closer to the adjacent private school property and floodplain.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

**Parking:** The property is developed with an existing private school use and the proposed modifications to the site provide twice as much as the minimum parking requirements for the private school. Since the specific use permit limits the number of classrooms to 36 and the minimum parking required per elementary school classroom is one and a half per classroom, the minimum parking requirement is 54 parking spaces. The site plan shows that 109 parking spaces are and will be provided.

**Landscaping:** The site possesses established planting areas associated with the existing improvements. The proposed additions will comply with Article X landscaping regulations of the Dallas Development Code, as amended.

**CPC Action – September 3, 2015:**

**Motion:** It was moved to recommend **approval** of an amendment to Specific Use Permit No. 7 for a private school for a 20-year period with eligibility for automatic renewals for additional 20-year periods, subject to a revised site plan, a revised traffic management plan, and revised conditions to include 1) Require evidence of easement (Forest Lane access) before the issuance of a building permit on property zoned an R-16(A) Single Family District on the west line of Inwood Road, south of Forest Lane.

Maker: Shellene  
Second: Abtahi  
Result: Carried: 11 to 0

For: 11 - Anglin, Shidid, Anantasomboon, Bagley,  
Lavallaisaa, Tarpley, Shellene, Schultz,  
Peadon, Ridley, Abtahi  
Against: 0  
Absent: 3 - Emmons, Rodgers, Murphy  
Vacancy: 1 - District 4

**Amending Motion:** It was moved to **approve** an amendment to the motion to require evidence of easement (Forest Lane access) before the issuance of a building permit for Specific Use Permit No. 7 for a private school on property zoned an R-16(A) Single Family District on the west line of Inwood Road, south of Forest Lane.

Maker: Ridley  
Second: Schultz  
Result: Carried: 10 to 1

For: 10 - Anglin, Shidid, Anantasomboon, Bagley,  
Lavallaisaa, Tarpley, Shellene, Schultz,  
Peadon, Ridley  
Against: 1 - Abtahi  
Absent: 3 - Emmons, Rodgers, Murphy  
Vacancy: 1 - District 4

**Notices:** Area: 400 Mailed: 56  
**Replies:** For: 3 Against: 0

**Speakers:** For: Joan B. Hill, 11611 Inwood Rd., Dallas, TX 75229  
Suzan Kedron, 901 Main St., Dallas, TX, 75202  
Against: None



**Partners/Principals/Officers:**

**OWNER/APPLICANT DIRECTORS AND OFFICERS:**

The Lamplighter School  
11611 Inwood Road  
Dallas, Texas 75229

- Dr. Joan B. Hill – Head of School
- Catherine Rose – Board of Trustees Chair
- Sarah Weinberg –Board of Trustees Vice Chair
- Jenney Gillikin – Board of Trustees Secretary
- Linda Hodgson - Board of Trustees Treasurer

**CPC Recommended Amended Conditions**

**Specific Use Permit No. 7**

- (1) SITE PLAN: Use and development of the Property must comply with the attached site plan.
- (2) LANDSCAPING:
  - A. Landscaping must be provided as shown on the attached site plan.
  - B. Plant materials must be maintained in a healthy, growing condition.
  - C. All new landscaping must be installed in accordance with Article X of the Dallas Development Code, as amended.
- (3) USES: The only use authorized by this specific use permit is a private school ~~with pre-school, kindergarten, and first through fourth grades.~~
- (4) INGRESS-EGRESS: A circular drive or similar area must be provided for the off-street loading and unloading of children as shown on the attached site plan. The owner of the Property shall ensure that access to and egress from the Property through the residential alley to the south is prohibited.
- (5) CLASSROOMS: The maximum number of classrooms is 36 limited to pre-kindergarten, kindergarten, and first through fourth grades.
- (6) INDOOR AREA: A minimum of 50 square feet of indoor area must be provided for each child in attendance.
- (7) OUTDOOR PLAY AREA: A minimum of 100 square feet of play area must be provided for each child in the outdoor play area at one time. The outdoor play area must be located as shown on the attached site plan.
- (8) TIME LIMIT: This specific use permit ~~[has no expiration date]~~ expires on [twenty years], but is eligible for automatic renewal for additional twenty-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.) (For temporary renewable SUP.)

(9) REFUSE PICK-UP: The owner shall ensure that refuse pick-up is limited to the hours between 8:00 a.m. and 6:00 p.m.

(10) TRAFFIC MANAGEMENT PLAN:

A. In general. Operation of the private school must comply with the attached traffic management plan.

B. Access easement. In order to comply with the traffic management plan, an easement providing vehicular access to Forest Lane must be approved by the building official and recorded in the county deed records prior to the issuance of a certificate of occupancy for the additions shown on the attached site plan.

C. Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.

D[€]. Traffic study.

1. The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by March 1, 2015. After the initial traffic study, the Property owner or operator shall submit annual updates of the traffic study to the director by March 1st of each odd-numbered year.

2. The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

i. ingress and egress points;

ii. queue lengths;

iii. number and location of personnel assisting with loading and unloading of students;

iv. drop-off and pick-up locations;

v. drop-off and pick-up hours for each grade level;

vi. hours for each grade level; and

vii. circulation;

3. Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

- i. If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.
- ii. If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

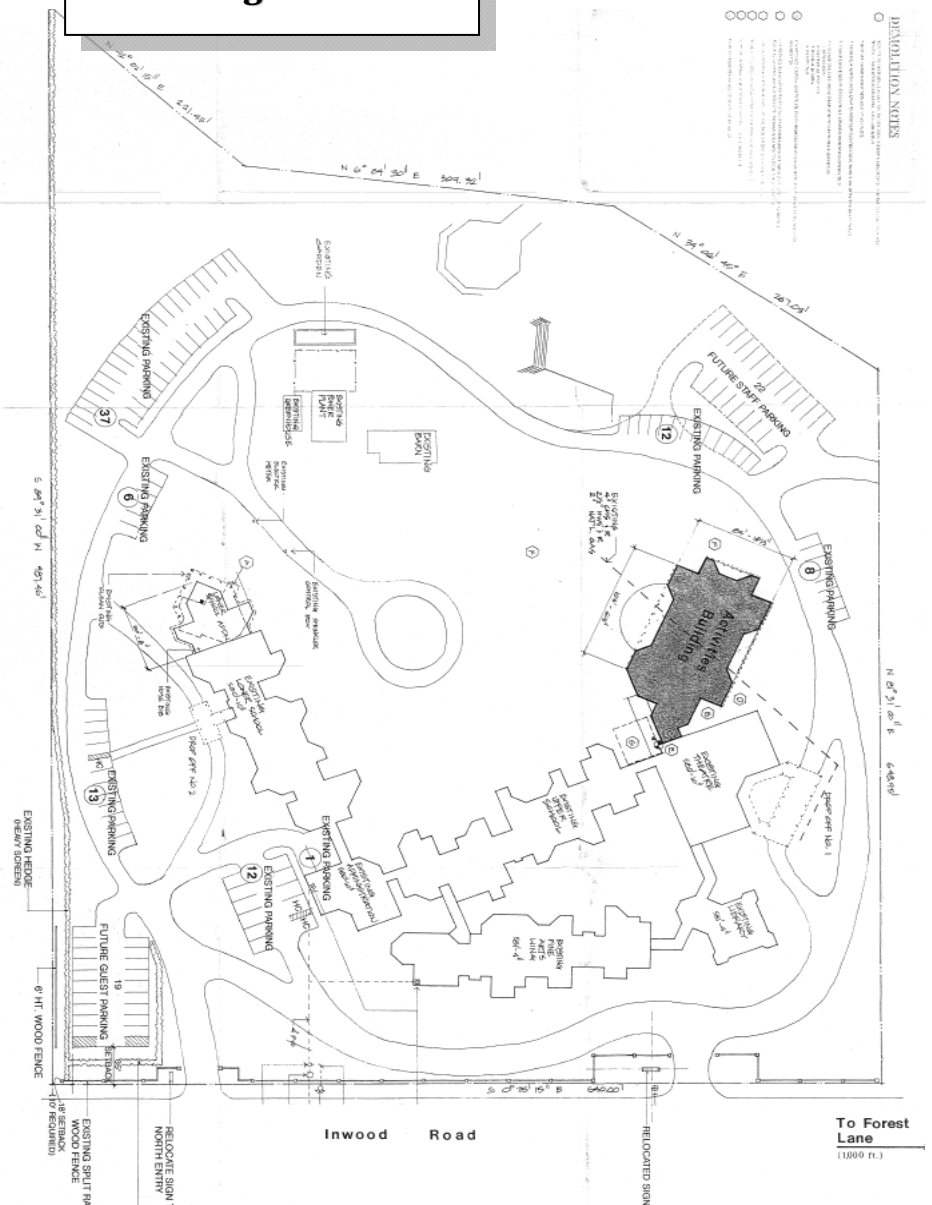
E[Ø]. Amendment process.

1. A traffic management plan may be amended using minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3) of Chapter 51A of the Dallas City Code, as amended.
  2. The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.
- (11) MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
- (12) GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations and with all ordinances, rules, and regulations of the City of Dallas.



# Existing Site Plan

R-16(A)  
RESIDENTIAL



## PERMITTING NOTES

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS STATE DEPARTMENT OF TRANSPORTATION (IDOT) SPECIFICATIONS.
- 2. THE PROPOSED IMPROVEMENTS SHALL BE DESIGNED TO MEET THE MINIMUM REQUIREMENTS OF THE CITY OF CHICAGO AND IDOT.
- 3. THE PROPOSED IMPROVEMENTS SHALL BE DESIGNED TO MEET THE MINIMUM REQUIREMENTS OF THE CITY OF CHICAGO AND IDOT.
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To Forest Lane  
(11000 ft.)

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**THE LAMPLIGHTER SCHOOL**

ARCHITECTURAL SERVICES, INC.

DATE: 12/18/19

SHEET NO. C-4

REVISIONS

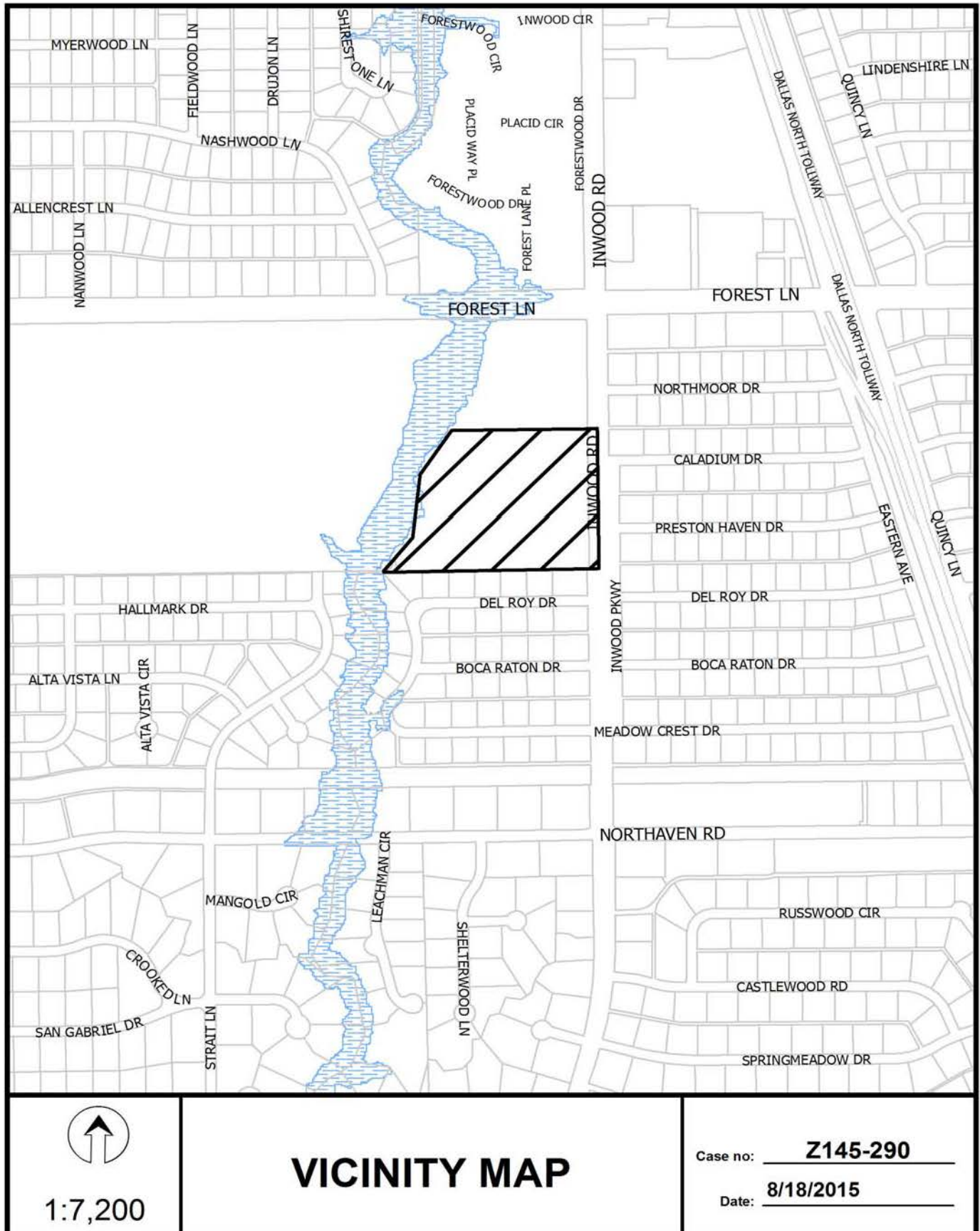




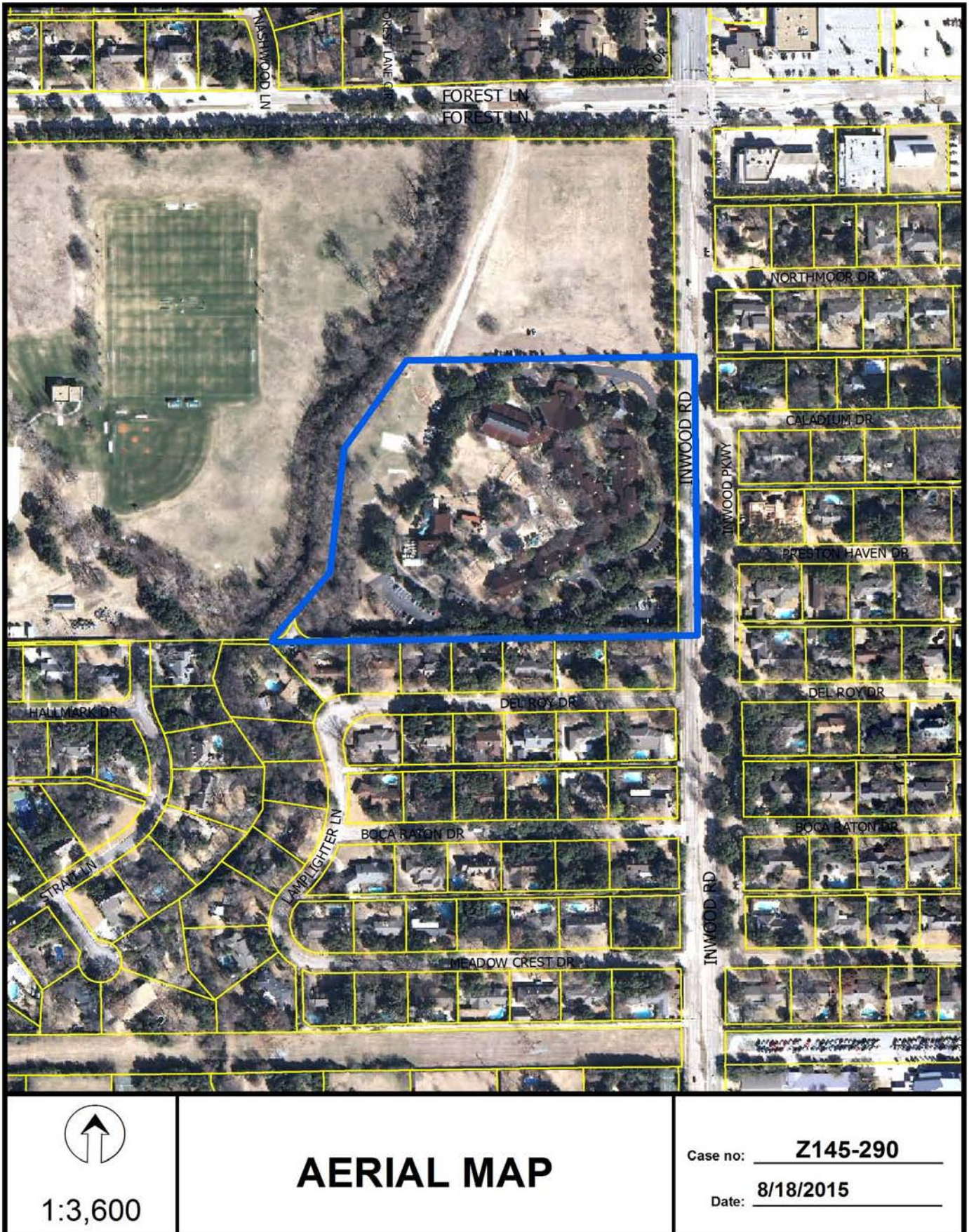




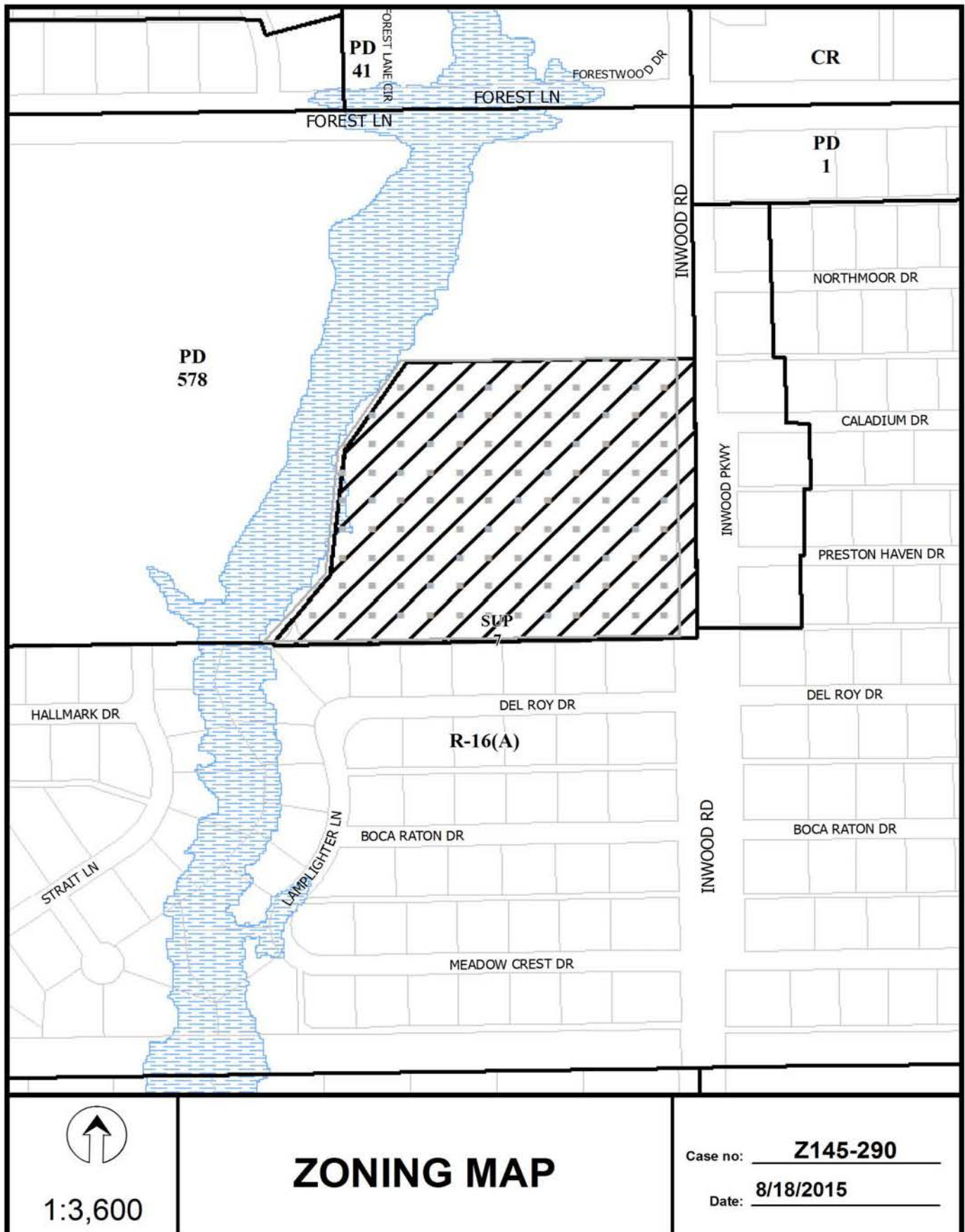
Z145-290(SM)

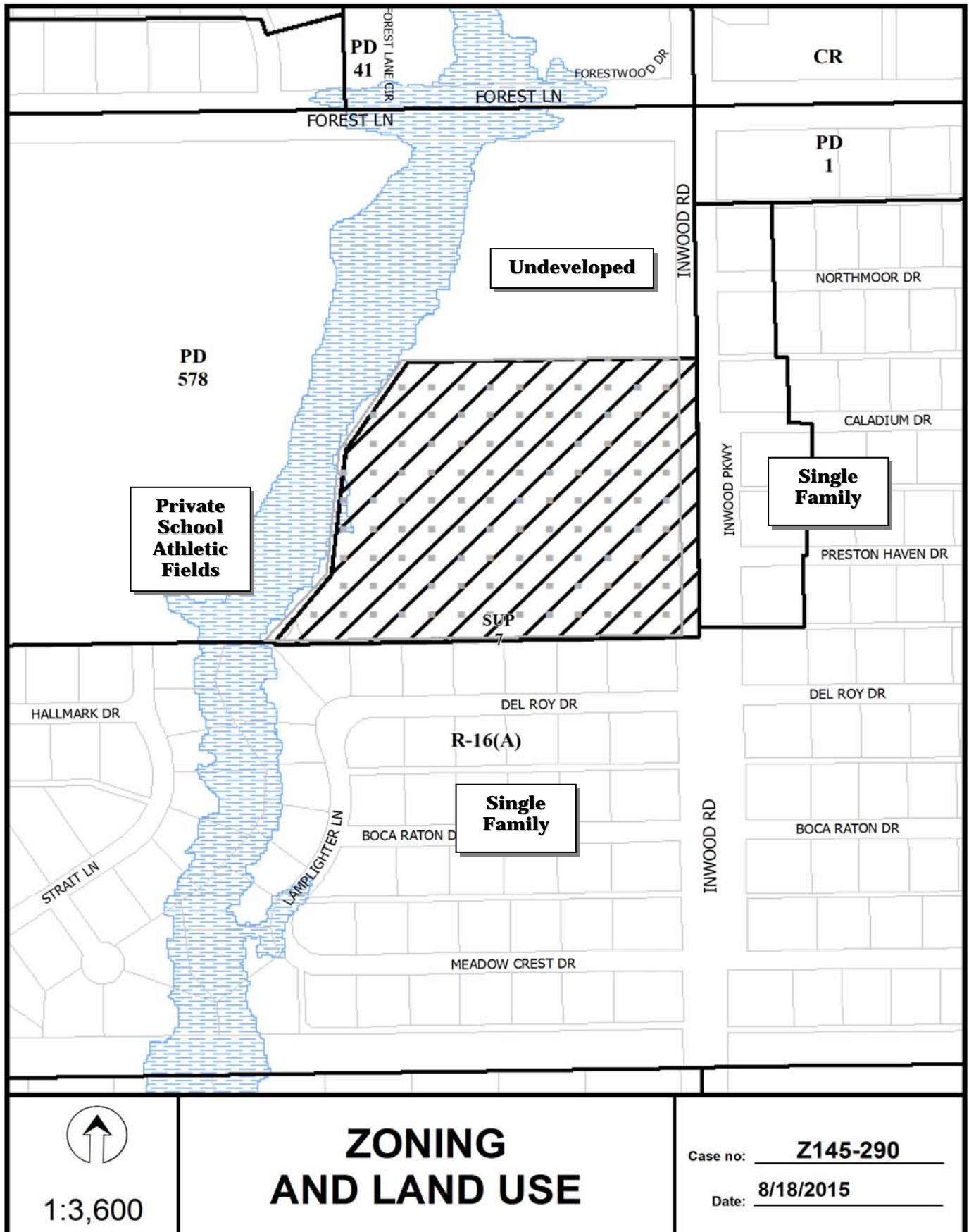


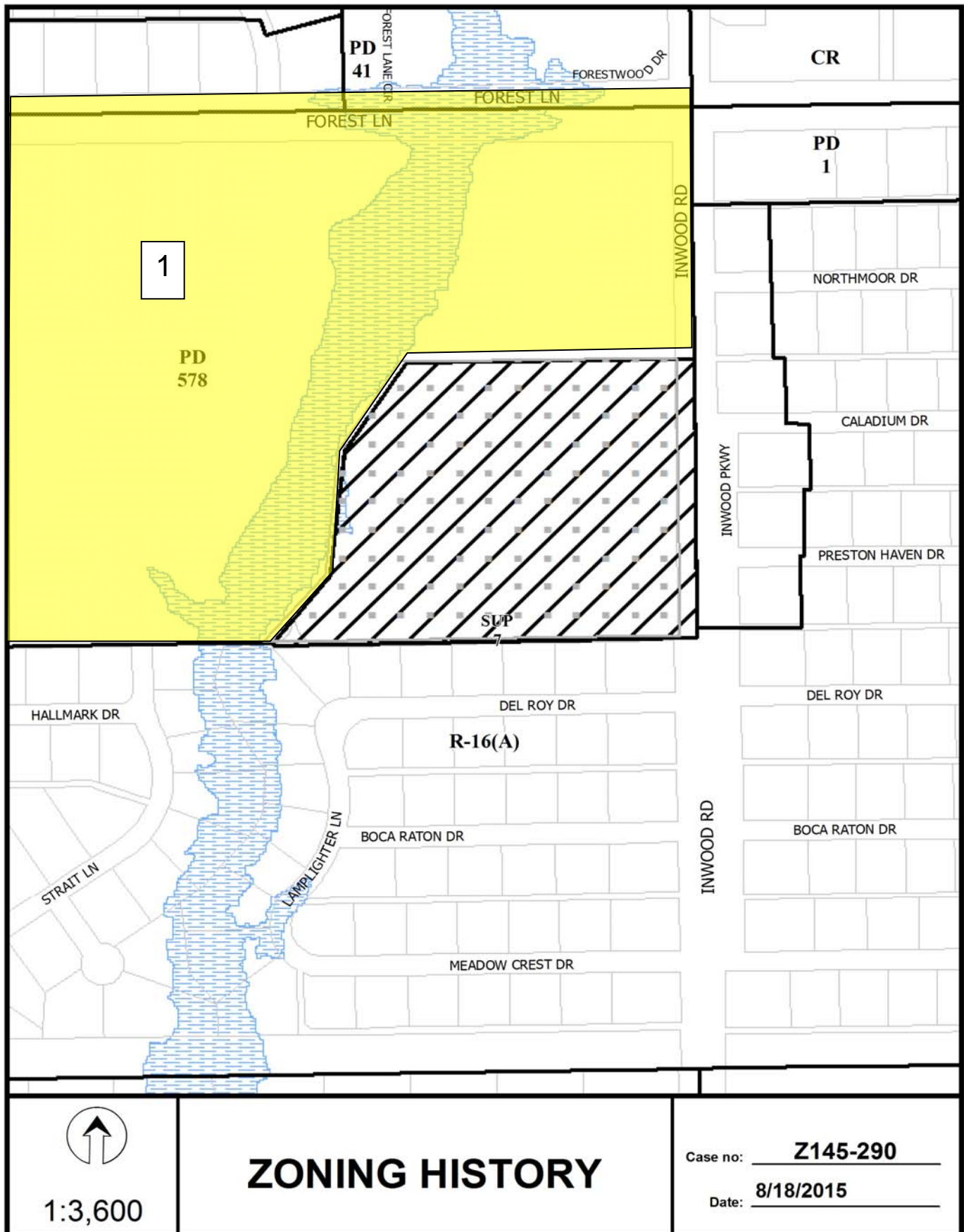










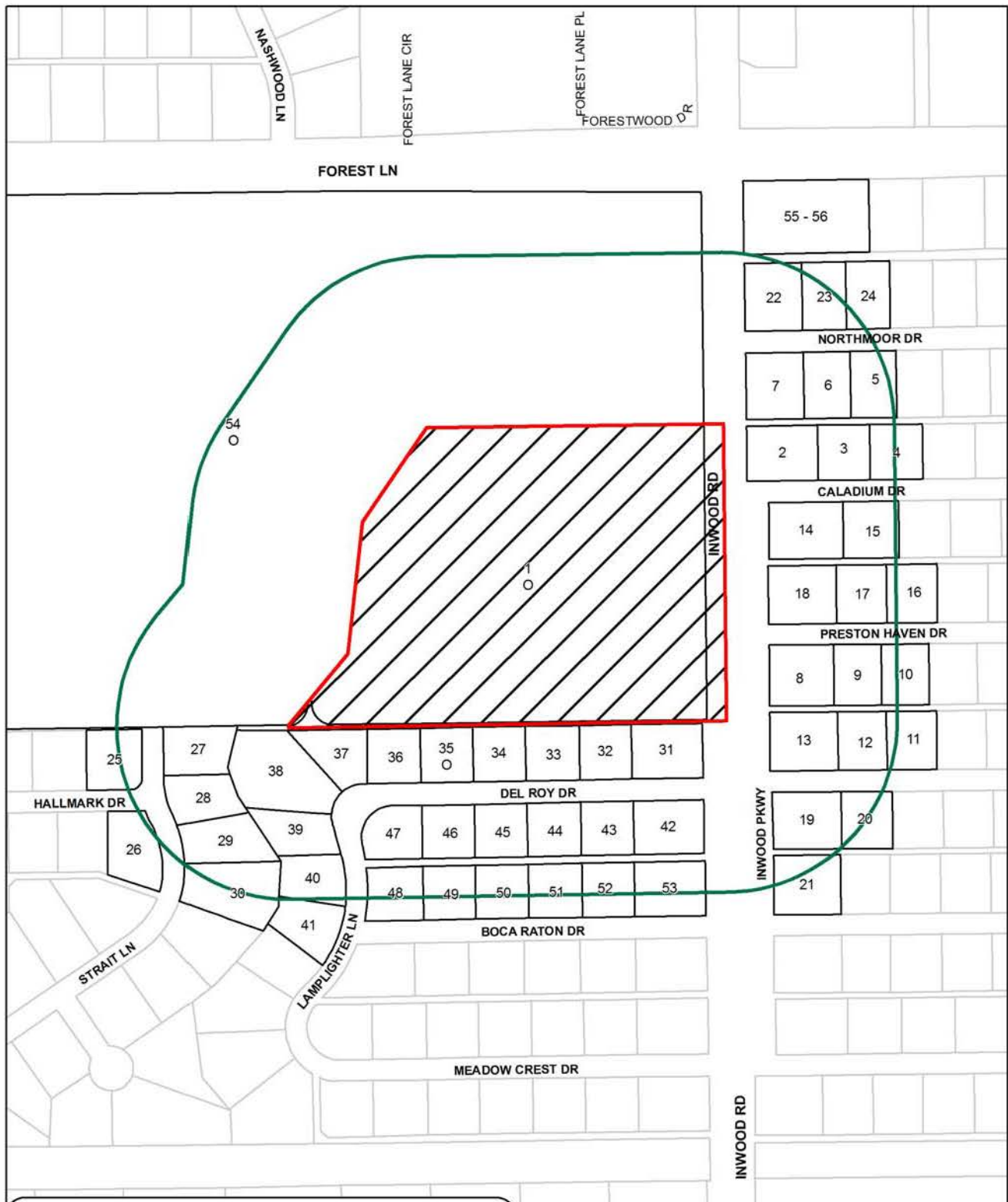


## ZONING HISTORY

Case no: **Z145-290**

Date: **8/18/2015**





<u>56</u>	Property Owners Notified (55 parcels)
<u>3</u>	Replies in Favor (3 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>400'</u>	Area of Notification
<u>9/3/2015</u>	Date

**Z145-290**  
**CPC**



1:3,600

09/02/2015

***Reply List of Property Owners******Z145-290******56 Property Owners Notified******3 Property Owners in Favor******0 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
2	5207	CALADIUM DR	LOCHTE CYNTHIA G &
3	5217	CALADIUM DR	BUCY J FRED III
4	5227	CALADIUM DR	HUBER PHILIP J JR
5	5228	NORTHMOOR DR	CHUDIK MARK A & MARY A
6	5218	NORTHMOOR DR	SIMMONS MICHAEL OLIVER & LISEL M
7	5208	NORTHMOOR DR	TEXAS GLOBAL CONSTRUCTION INC
8	5208	PRESTON HAVEN DR	OH HELEN H
9	5216	PRESTON HAVEN DR	HOYT ROBERT & JANICE
10	5224	PRESTON HAVEN DR	SCANLIN DENISE L AKERLAND
11	5229	DEL ROY DR	BRANDT VICKIE S &
12	5219	DEL ROY DR	HUTCHINSON SUSAN F & MARTIN S
13	5209	DEL ROY DR	JOHNSON GEORGE C &
14	5208	CALADIUM DR	LIPTAK VIRGIL F
15	5218	CALADIUM DR	ADERHOLD JOSEPH
16	5225	PRESTON HAVEN DR	TILLEY CAROLYN BEAMON
17	5217	PRESTON HAVEN DR	KLEIN DANA G
18	5209	PRESTON HAVEN DR	MANG JOHN E JR & DENISE L SCHOPFER
19	5210	DEL ROY DR	BENTON EDWARD G & EMILY A
20	5220	DEL ROY DR	SMITH SUSAN PHILLIPS
21	5209	BOCA RATON DR	BROWNE RYAN J
22	5207	NORTHMOOR DR	REICHL SUE HARROLD
23	5217	NORTHMOOR DR	CHO KYUNG KU &
24	5227	NORTHMOOR DR	KNIGHT ASHER M & ANA B BONNHEIM
25	4841	HALLMARK DR	KIM NANCY YOUNG
26	11479	STRAIT LN	THOR DANIEL W
27	11508	STRAIT LN	DEUBER MARK &

09/02/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	28	11492 STRAIT LN	LEVENE DONALD L ETAL
	29	11484 STRAIT LN	HATCHETT TRUST
	30	11476 STRAIT LN	CUNNINGHAM KATHLEEN
	31	5165 DEL ROY DR	BIDERMAN HELEN
	32	5155 DEL ROY DR	HUDNALL MATTHEW N &
	33	5145 DEL ROY DR	MCGILVERY FRANK R
	34	5135 DEL ROY DR	WATTS TERRY L &
O	35	5125 DEL ROY DR	NICOLAOU ANTOINETTE
	36	5115 DEL ROY DR	REED CYNTHIA B &
	37	5105 DEL ROY DR	FORNEY LYNETTE
	38	11457 LAMPLIGHTER LN	CEJUDO RAUL FERNANDO &
	39	11451 LAMPLIGHTER LN	LEVI CHARLES A III
	40	11443 LAMPLIGHTER LN	PEYLA PROPERTIES LLC
	41	11433 LAMPLIGHTER LN	WALMSLEY ADRIAN J
	42	5164 DEL ROY DR	RANKIN GREGORY A &
	43	5154 DEL ROY DR	ALEXANDER JACKSON S
	44	5144 DEL ROY DR	WARREN DIANE HENNE
	45	5134 DEL ROY DR	CUNNINGHAM TAMMIE T
	46	5124 DEL ROY DR	HEEMANN PAUL A &
	47	5114 DEL ROY DR	NELSON DONALD KURT &
	48	5111 BOCA RATON DR	JOHNSON JAMES W
	49	5121 BOCA RATON DR	MAYFIELD CORNELIUS A IV & SARAH C
	50	5131 BOCA RATON DR	SILLERS DAVID Y & KRISTEN
	51	5141 BOCA RATON DR	CHOATE LISA G &
	52	5151 BOCA RATON DR	HO JOANNA LAM
	53	5161 BOCA RATON DR	REDDELL KELLY N
O	54	11600 WELCH RD	HOCKADAY SCHOOL
	55	5200 FOREST LN	FOREST VILLAGE INC
	56	5200 FOREST LN	FORESTWOOD NATIONAL BANK
O	A1	11611 INWOOD RD	LAMPLIGHTER SCHOOL THE



**AGENDA ITEM # 48**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 63 H

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the northwest corner of West Ledbetter Drive and South Hampton Road

Recommendation of Staff and CPC: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Z145-257(CG)

Note: This item was considered by the City Council at public hearings on August 12, 2015, August 26, 2015, and September 9, 2015, and was deferred until October 14, 2015.



**FILE NUMBER:** Z145-257(CG)

**DATE FILED:** April 28, 2015

**LOCATION:** Northwest corner of West Ledbetter Drive and South Hampton Road

**COUNCIL DISTRICT:** 3

**MAPSCO:** 63H

**SIZE OF REQUEST:** ±1.6624 acres

**CENSUS TRACT:** 108.03

**APPLICANT:** Walgreen Co.

**REPRESENTATIVE:** Gardere Wynne Sewell, LLP

**OWNER:** Minnetonka Capital Investments, LP

**REQUEST:** An application for a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned an RR Regional Retail District with a D Liquor Control Overlay.

**SUMMARY:** The applicant proposes the sale of alcoholic beverages for off-premise consumption in conjunction with the existing general merchandise or food store [Walgreens]. The ±1.6624-acre request site is developed with a 15,015-square foot building. A private school to the north [St. Elizabeth Catholic School] and an open-enrollment charter school to the south [Focus Learning Academy] lie within 300 feet of the site. On January 14, 2015, City Council approved a variance (AV145-001) to the 300-foot alcohol spacing requirement from the subject site to these protected uses.

**CPC RECOMMENDATION:** Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

**STAFF RECOMMENDATION:** Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

## **GUIDING CRITERIA FOR STAFF RECOMMENDATION:**

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The existing general merchandise or food store is compatible with the surrounding land uses; hence, the sale of alcoholic beverages in conjunction with the main use does not affect compatibility.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The sale of alcoholic beverages as an accessory use to the existing general merchandise or food store will neither contribute nor be a detriment to the welfare of the surrounding area.
3. *Not a detriment to the public health, safety, or general welfare* – The existing general merchandise or food store complies with Chapter 12B (Convenience Store) requirements. The purpose of regulating convenience stores is to protect the health, safety, and welfare of the citizens of the City of Dallas by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores in the city.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, the request complies with all applicable zoning regulations and standards. A private school and an open-enrollment charter school are located within 300 feet of the subject site (Exhibit A1 – Alcohol Survey Map). The applicant requested and was granted a variance (Exhibit A2 - Resolution).

## **Zoning History:**

1. **Z145-133** On April 8, 2015, City Council approved a change in zoning from a RR Regional Retail District with a D Liquor Control Overlay to an RR Regional Retail District with a D-1 Liquor Control Overlay. SUP No. 2139 was granted for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less. [Expires: 3/25/2017]

## **Thoroughfares/Streets:**

<b>Thoroughfare/Street</b>	<b>Type</b>	<b>Existing ROW</b>
W. Ledbetter Drive	Principal Arterial	107 feet
S. Hampton Road	Principal Arterial	100 feet

**Traffic:**

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not impact the surrounding roadway system.

**STAFF ANALYSIS:****Comprehensive Plan:**

The comprehensive plan does not make a specific land use recommendation related to the request; however the *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The Plan identifies the request site as being in the *Residential Neighborhood* Building Block. This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood “pocket parks” provide open space for families. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cut-through traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park and-ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

**Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	RR, D Overlay	General merchandise
<b>North</b>	R-10(A), SUP 892	Church and private school
<b>East</b>	LO-3, RR, D Overlay	Shopping strip (retail & personal service, bank, restaurants, medical & general merchandise)
<b>South</b>	RR, SUP 1522, D Overlay	Convenience stores, restaurants, retail & personal service, medical facility, charter school
<b>West</b>	RR, D Overlay	Drive-thru restaurants

**Land Use Compatibility:**

The Alcohol Survey Map shows that a private school (north of site) and an open-enrollment charter school (south of site) lie within the 300-foot protective area. As a result, the applicant requested and was granted a variance. Land uses to the east, south and west are comprised of general merchandise, retail and personal service, bank, restaurants, and medical office uses.

The applicant's request conforms with the applicable zoning regulations and standards and is consistent with the intent of the Dallas Development Code. The proposed sale of alcoholic beverages in conjunction with the existing general merchandise or food store is not anticipated to negatively impact the adjacent properties. Therefore, staff recommends approval for a two-year period with eligibility for automatic renewal for additional five-year periods subject to a site plan and conditions. The short initial time period will allow re-evaluation of the request to ensure ongoing compliance.

The "D-1" Overlay District is a Liquor Control Overlay District, which requires an individual to obtain a Specific Use Permit in order to sell or serve alcoholic beverages or setups for alcoholic beverages, for consumption on or off the premises.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

**Development Standards:**

District	Setbacks		Density/ FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
RR Regional Retail, D-Dry	15' 0'	20' adj. to res. Other: no min.	0.75 Overall 0.5 Office/lodging/retail	45' 3 stories	80%	RPS Visual Intrusion	Retail & personal service, office

**Parking:**

Pursuant to the Dallas Development Code, the off-street parking requirement for this use over 10,000 square feet is one (1) space per 220 square feet of floor area. The

15,015-square foot site requires 68 off-street parking spaces, one loading space, and two stacking spaces.

**Police Report:**

The Dallas Police Department reported the following crime statistics for a five-year period between May 2010 to May 2015, as shown below:

URC_Offense	Count
ACCIDENT MV	1
AGG ASSAULT	1
ASSAULT	3
FOUND	2
FRAUD	1
INVESTIGATION OF	3
LOST	3
MISCELLANEOUS	2
MISSING PERSON	2
NOT CODED	5
ROBBERY-BUSINESS	3
ROBBERY-INDIVIDUAL	4
RUNAWAY	1
THEFT/BMV	3
THEFT/SHOPLIFT	4
UUMV	2
<b>Grand Total</b>	<b>40</b>

Z145-257(CG)

**CPC Action – July 9, 2015**

Z145-257(CG)

Planner: Carrie Gordon

Motion: It was moved to recommend **approval** of a D-1 Liquor Control Overlay and approval of a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and conditions on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the northwest corner of West Ledbetter Drive and South Hampton Road.

Maker: Rodgers  
Second: Shidid  
Result: Carried: 11 to 0

For: 11 - Anglin, Emmons, Rodgers, Shidid, Lavallaisaa, Tarpley, Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0  
Absent: 3 - Anantasomboon, Bagley, Shellene  
Vacancy: 1 - District 4

Notices: Area: 300 Mailed: 18  
Replies: For: 0 Against: 0

Speakers: For (Did not speak): Calli Turner, 1601 Elm St., Dallas, TX, 75214  
Against: None



**WALGREEN CO.  
OFFICERS AND DIRECTORS**

Corporate Address:

200 Wilmot Rd.  
Deerfield, IL 60015

Board of Directors

NAME	TITLE
Alan G. McNally	Director
Dr. David J. Brailer	Director
Steven A. Davis	Director
William C. Foote	Director
Mark P. Frissora	Director
Ginger L. Graham	Director
Nancy M. Schlichting	Director
David Y. Schwartz	Director
Alejandro Silva	Director
James A. Skinner	Director
Gregory D. Wasson	Director

Corporate Officers

NAME	TITLE
Alan G. McNally	Chairman
Gregory D. Wasson	President, CEO
Mark A. Wagner	President of Community Management
Kermit R. Crawford	President of Pharmacy, Health and Wellness Division
Sona Chawla	President of E-Commerce

Other Officers

NAME	TITLE
Wade D. Miquelon	Executive Vice President, Chief Financial Officer
Dana I. Green	Executive Vice President, General Counsel, Corporate Secretary
Graham Atkinson	Senior Vice President
Jeffrey Berkowitz	Senior Vice President
Donald C. Huonker	Senior Vice President
J. Randolph Lewis	Senior Vice President
Joseph Magnacca	Senior Vice President
Mia M. Scholz	Senior Vice President
Timothy J. Theriault	Senior Vice President
Kathleen Wilson-Thompson	Senior Vice President

Robert G. Zimmerman	Senior Vice President
Bruce R. Bryant	Vice President
Thomas J. Connolly	Vice President
Kimberly L. Feil	Vice President
Chuck Greener	Vice President
W. Bryan Pugh	Vice President
John W. Spina	Vice President
Colin Watts	Vice President
Denise K. Wong	Vice President
Christopher Domzalski	Vice President
Jason M. Dubinsky	Vice President, Treasurer
John A. Mann	Asst. Secretary

**MINNETONKA CAPITAL INVESTMENTS V LP  
OFFICERS**

Corporate Address:

31550 Northwestern Highway, Ste. 170  
Farmington Hills, MI 48334

Corporate Officers

NAME	TITLE
Texas General Investors (DE) LLC	General Partner
Joseph Fetter	Director of General Partner
Neil Fetter	General Manager and Director of General Partner

**CPC Recommended Conditions**

1. **USE**: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet.
2. **SITE PLAN**: Use and development of the Property must comply with the attached site plan.
3. **TIME LIMIT**: This specific use permit expires on (two years) \_\_\_\_\_, but is eligible for automatic renewal for additional five-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. **INGRESS-EGRESS**: Ingress and egress must be provided in the location shown on the attached site plan. No other ingress or egress is permitted.
5. **PARKING**: Parking must be located as shown on the attached site plan.
6. **MAINTENANCE**: The Property must be properly maintained in a state of good repair and neat appearance.
7. **GENERAL REQUIREMENTS**: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.



## EXHIBIT A – Alcohol Survey Map

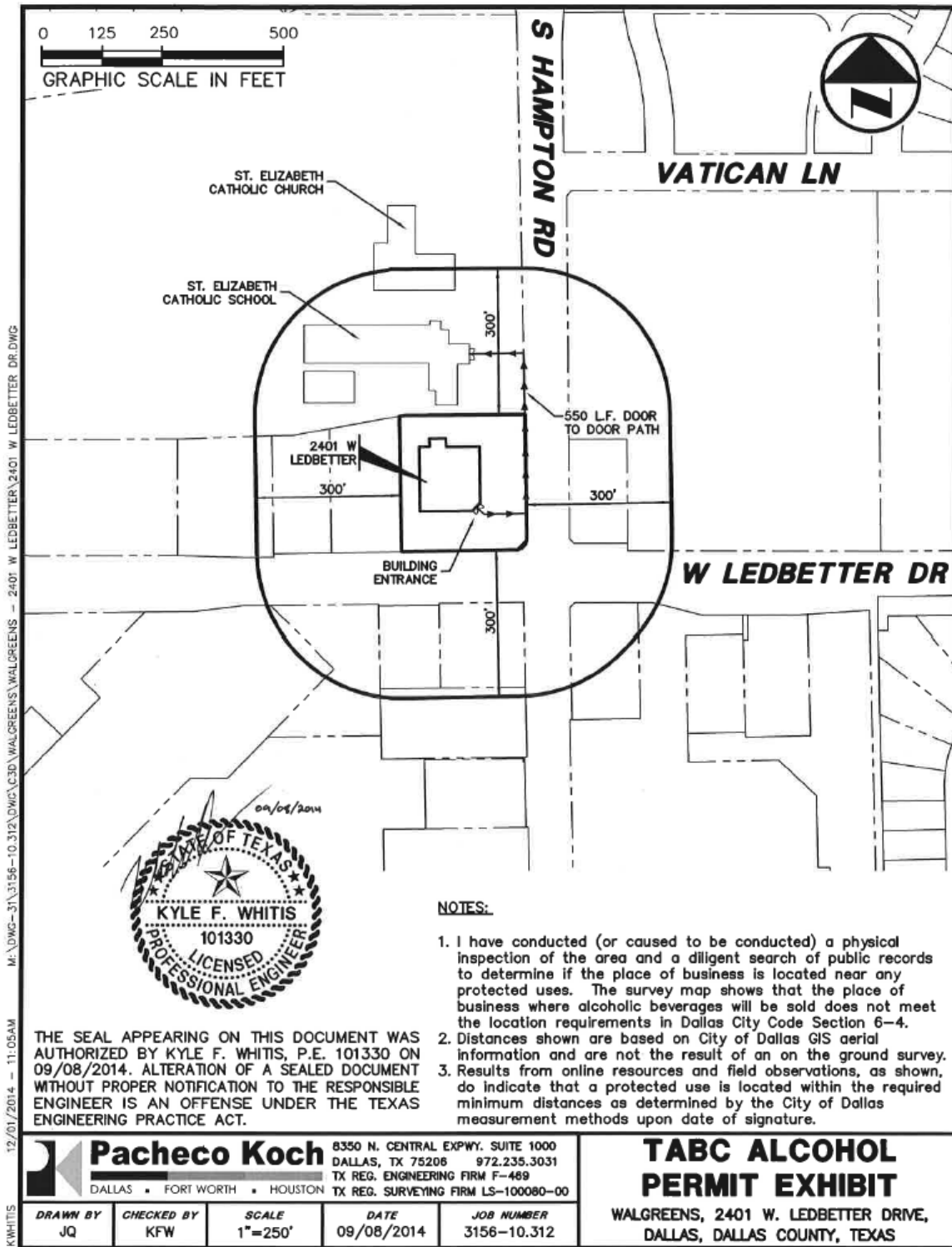


EXHIBIT B – Variance To Alcohol Spacing Requirements

COUNCIL CHAMBER  
150138  
January 14, 2015

**WHEREAS**, Subsection 6-4(g) of the Dallas City Code authorizes the City Council to grant variances from the alcohol spacing requirements prescribed by Subsection 6-4(a) of the Dallas City Code; and

**WHEREAS**, Walgreen Co, dba Walgreens #6197 has submitted an application for a wine and beer retailer's permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code for a general merchandise or food store greater than 10,000 square feet, and is requesting a variance to the alcohol spacing requirements for a property on the northwest corner of South Hampton Road and West Ledbetter Drive, ~~north~~ south of St. Elizabeth Catholic School, a private school and northeast of Focus Learning Academy, an open-enrollment charter school; and

**WHEREAS**, the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds that enforcement of the alcohol spacing requirements in this particular instance:

- (1) is not in the best interest of the public;
- (2) constitutes waste or inefficient use of land or other resources;
- (3) creates an undue hardship on an applicant for an alcohol permit;
- (4) does not serve its intended purpose; and
- (5) is not effective or necessary; and

**WHEREAS**, the City Council desires to grant the alcohol spacing variance; Now, Therefore,

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

**Section 1.** That the variance to the alcohol spacing requirements for Walgreen Co, dba Walgreens #6197, for property on the on the northwest corner of South Hampton Road and West Ledbetter Drive, ~~north~~ south of St. Elizabeth Catholic School and northeast of Focus Learning Academy is granted, subject to the following conditions:

- (1) This alcohol spacing variance is valid only for a wine and beer retailer's permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code.
- (2) This alcohol spacing variance is valid only for a general merchandise or food store greater than 10,000 square feet in the location shown on the attached location map.

AV145-001 (Walgreen Co, dba Walgreens #6197)

150138

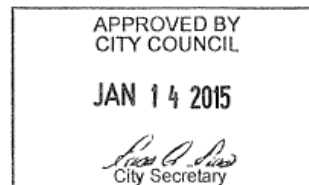
- (3) Alcoholic beverages may not be sold by drive-in or drive-through service.
- (4) This alcohol spacing variance is valid for subsequent renewals of the alcohol permit.
- (5) This alcohol spacing variance may not be transferred to another location or to another alcohol permit holder.

**Section 2.** That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

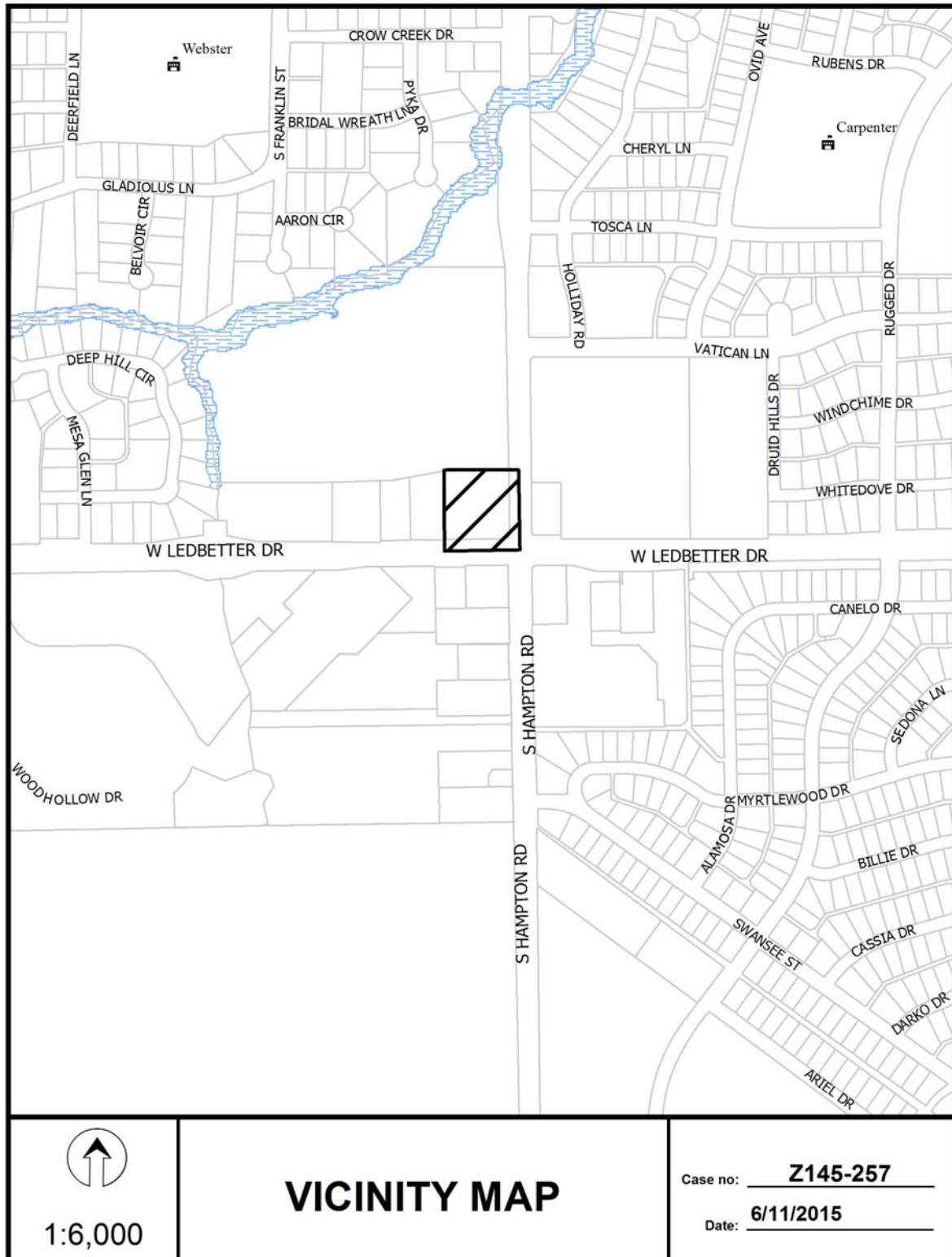
APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

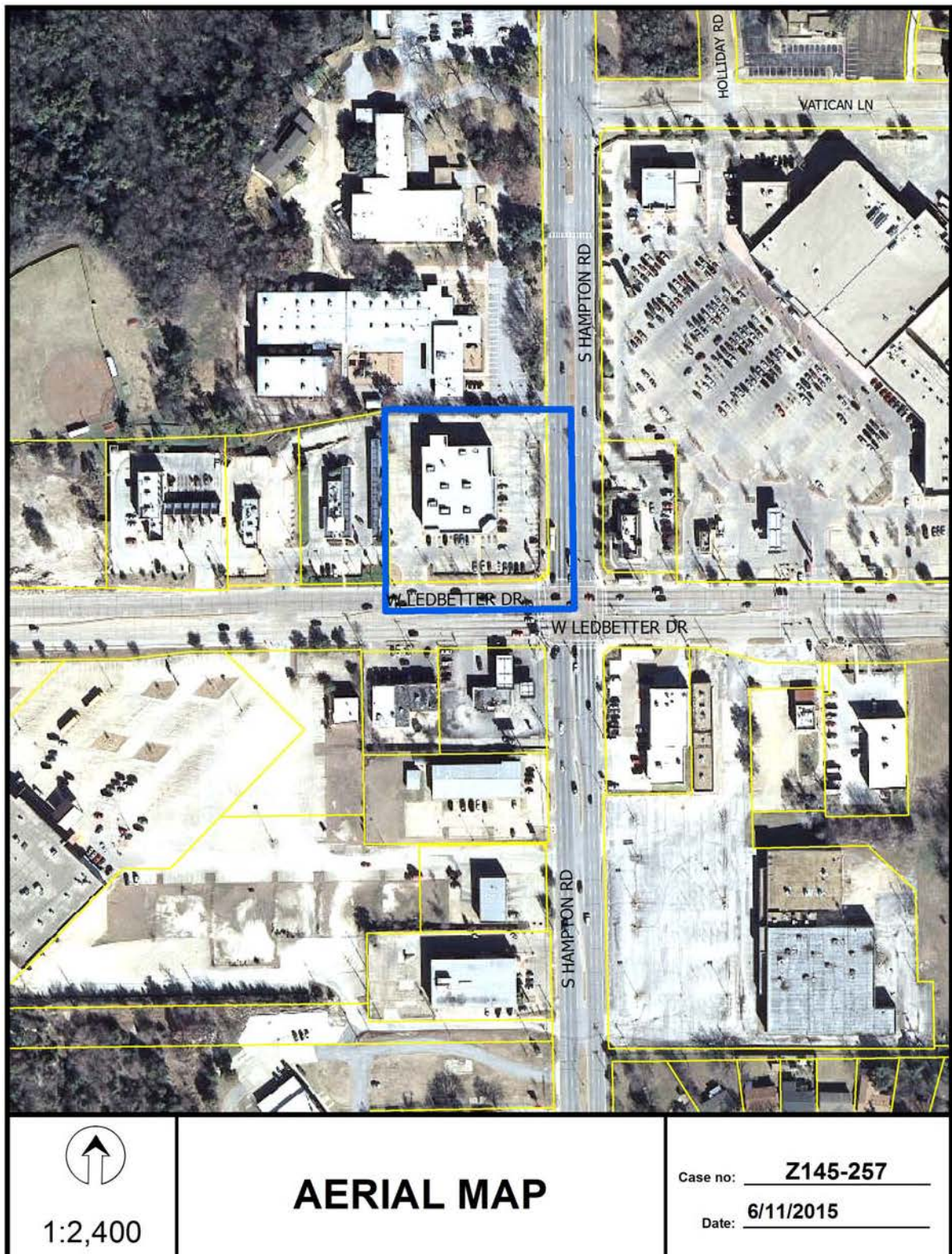
By   
Assistant City Attorney

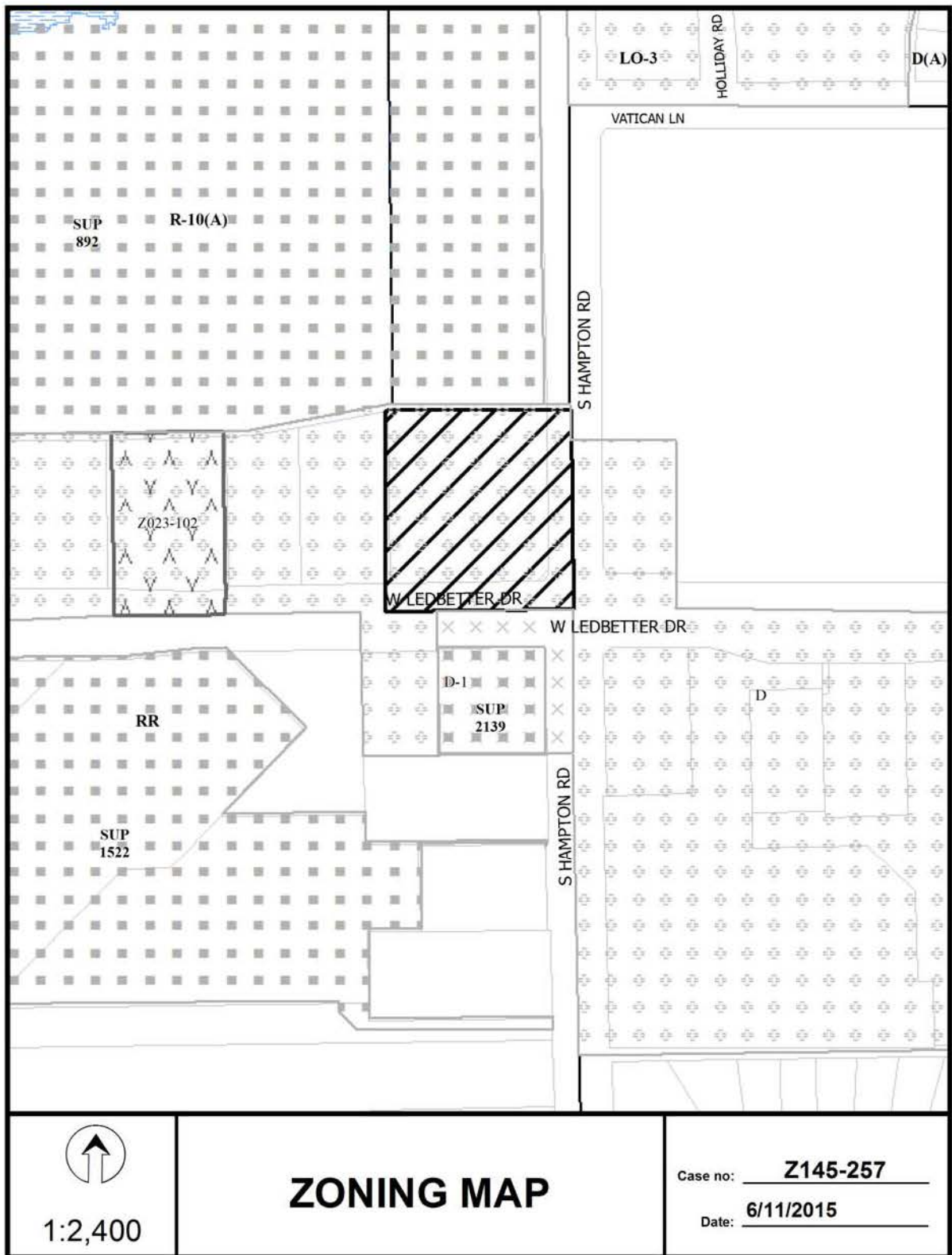


AV145-001 (Walgreen Co, dba Walgreens #6197)

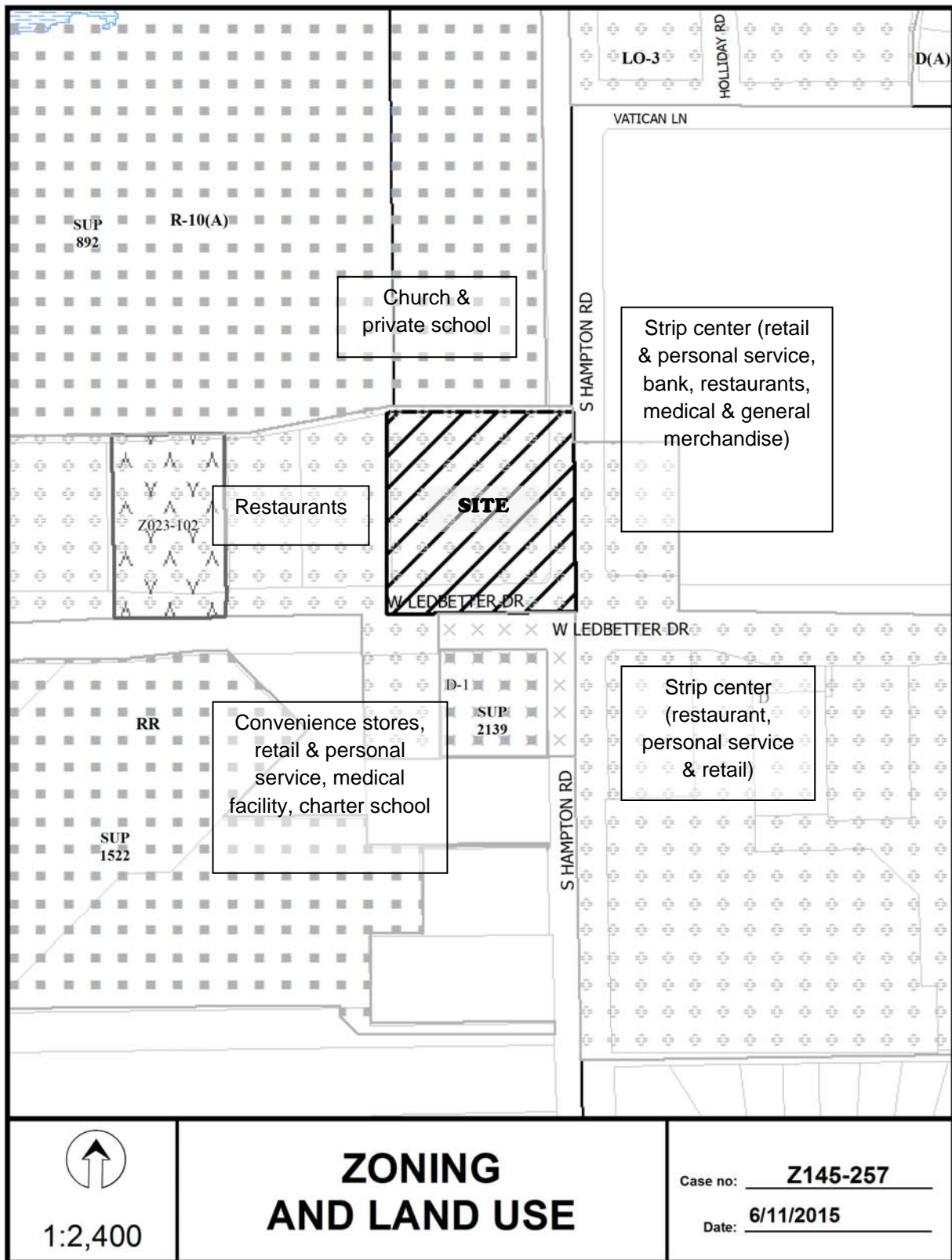


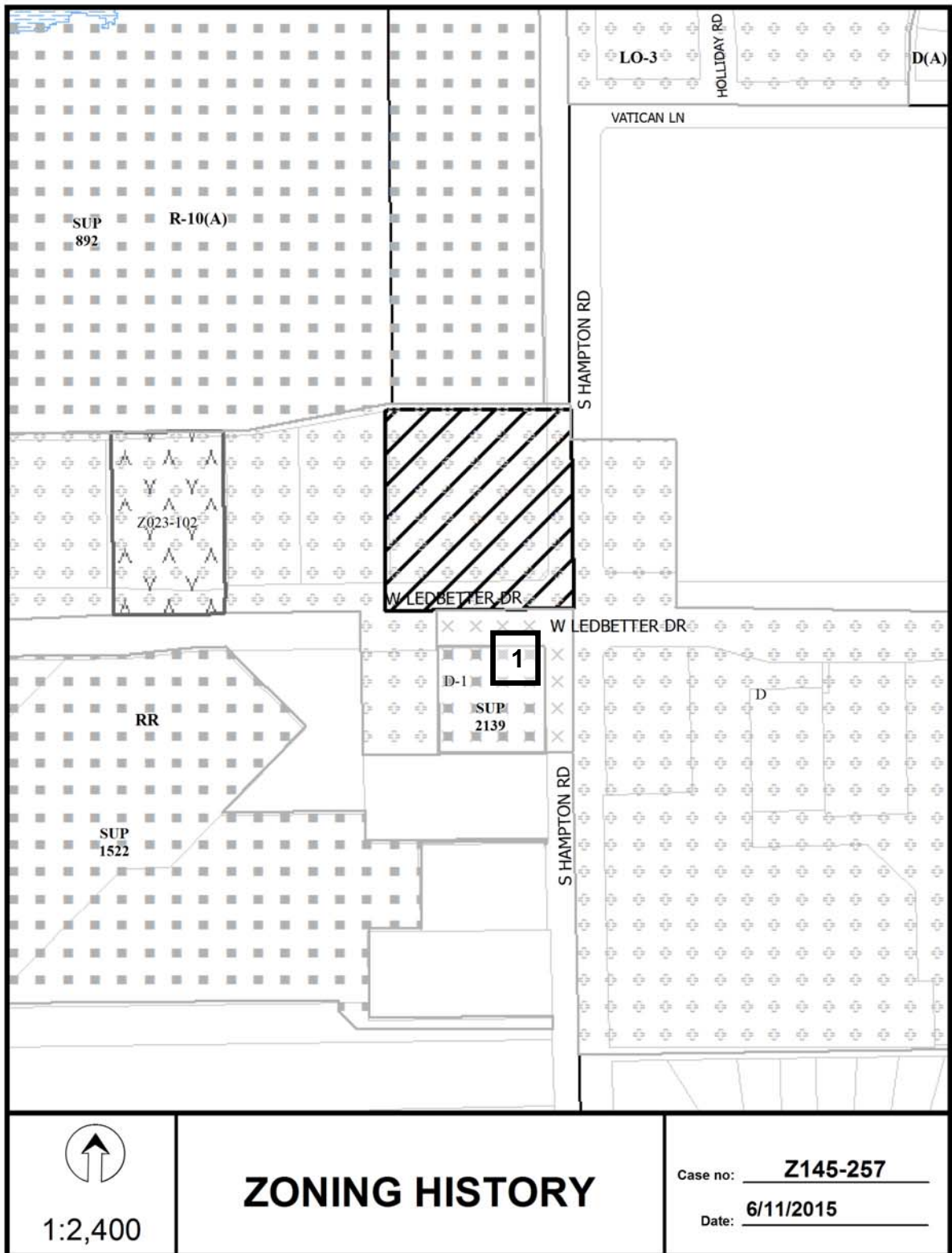




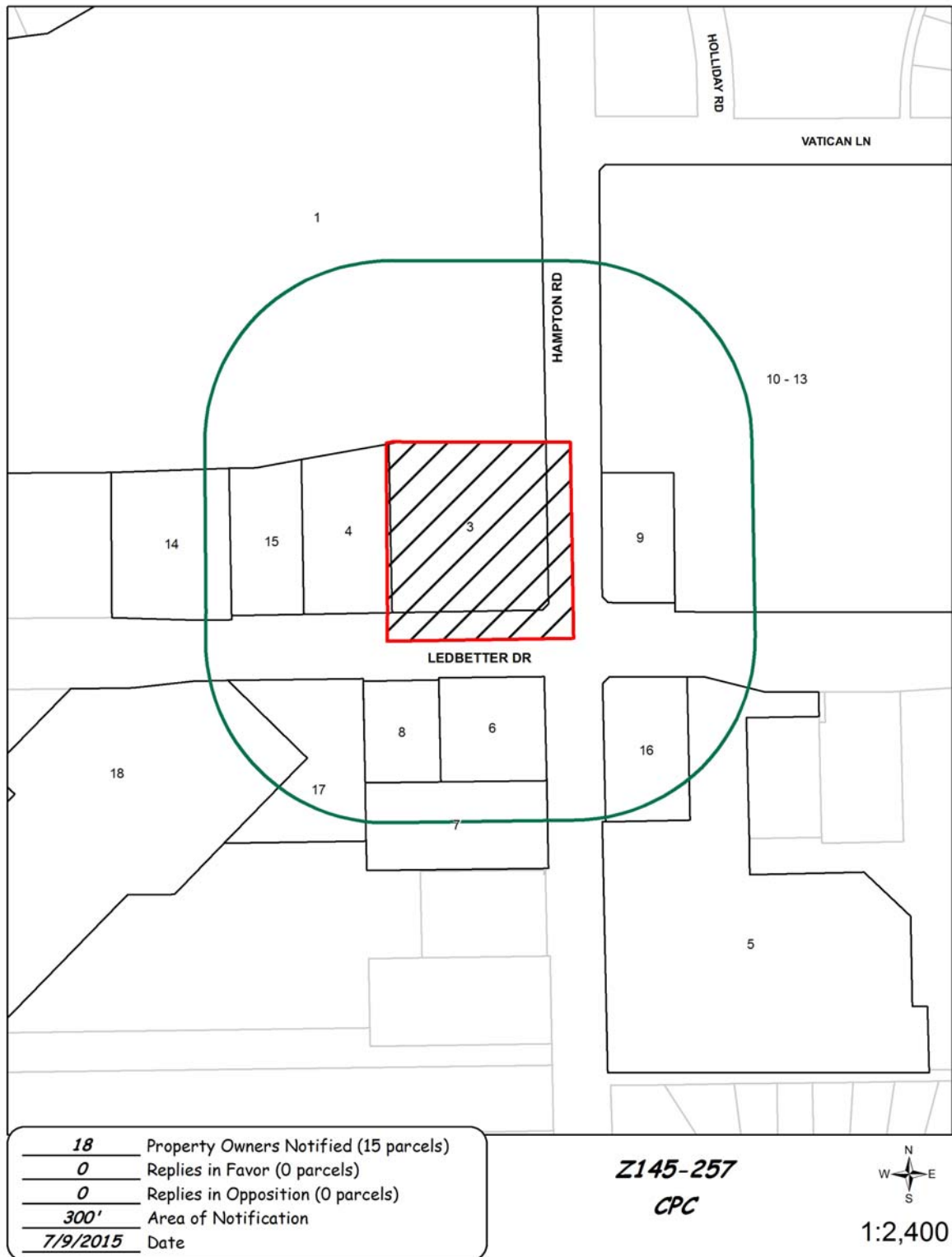








## CPC RESPONSES



07/08/2015

***Reply List of Property Owners******Z145-257******18 Property Owners Notified******0 Property Owners in Favor******0 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	4015 HAMPTON RD	ROMAN CATH DIOCESE DALLAS
	2	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT
	3	2401 LEDBETTER DR	MINNETONKA CAPITAL INV LP
	4	2429 LEDBETTER DR	SRI REAL ESTATE PROPERTIES
	5	4444 HAMPTON RD	FIRST NATIONWIDE POSTAL
	6	2400 LEDBETTER DR	LG HAMPTON SE LLC
	7	4323 HAMPTON RD	BEW FINANCING
	8	2412 LEDBETTER DR	SKC VENTURE INC
	9	2323 LEDBETTER DR	WALLACE MARY GRIFFITH
	10	2225 LEDBETTER DR	CENTURY WESTCLIFF LLC
	11	2311 LEDBETTER DR	BAIG MIKE
	12	2311 LEDBETTER DR	WASHINGTON MUTUAL
	13	2315 LEDBETTER DR	THE GROCERS SUPPLY CO INC
	14	2451 LEDBETTER DR	TEXAS SUDS CO
	15	2439 LEDBETTER DR	POP HOLDINGS LP
	16	4344 HAMPTON RD	LBLS CORPORATION
	17	2426 LEDBETTER DR	RECORD ALFRED E
	18	2524 LEDBETTER DR	FOCUS LEARNING ACADEMY

**AGENDA ITEM # 49**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 55 F

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an expansion of Planned Development District No. 812 and the creation of a new tract for mixed uses on property zoned an R-5(A) Single Family District and a CR Community Retail District at the southeast corner of East 11th Street and Fran Way

Recommendation of Staff and CPC: Approval, subject to a development/landscape plan and conditions

Z145-247(AF)

**HONORABLE MAYOR & CITY COUNCIL**

**WEDNESDAY, OCTOBER 14, 2015**

**ACM: Ryan S. Evans**

**FILE NUMBER:** Z145-247(AF)

**DATE FILED:** April 15, 2015

**LOCATION:** Southeast corner of East 11<sup>th</sup> Street and Fran Way

**COUNCIL DISTRICT:** 4

**MAPSCO:** 55F

**SIZE OF REQUEST:** Approx. 2.25 acres

**CENSUS TRACT:** 49.00

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**APPLICANT:** Adolphus Oji

**REPRESENTATIVE:** Michael Davis, Davis Business Services

**OWNER:** Jay O. Oji

**REQUEST:** An application for an expansion of Planned Development District No. 812 and the creation of a new tract for mixed uses on property zoned an R-5(A) Single Family District and a CR Community Retail District.

**SUMMARY:** The applicant's intention is to build a four-story, mixed use building with 188 residential units with a 4,000-square-foot leasing facility and a 12,000-square-foot retail facility. This mixed use development will encompass a mixed use component with retail on the first floor and residential above.

**CPC RECOMMENDATION:** Approval, subject to a development/landscape plan and conditions.

**STAFF RECOMMENDATION:** Approval, subject to a development/landscape plan and conditions.

**DESIGNATED ZONING CASE**



## GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed mixed use development is consistent with the surrounding development pattern. Located along a major thoroughfare and within close proximity to a transit center justifies the request for a zoning change for a more intense use. Currently, the site is vacant and undeveloped, adjacent to a senior apartment development, and adjacent to established neighborhoods. The proposed development will add a significant amount of density.
2. *Traffic impact* – A Traffic Impact Analysis was provided by the applicant. The Engineering Section of the Department of Sustainable Development determined that the increased density will not have a detrimental impact upon the surrounding street system.
3. *Comprehensive Plan or Area Plan Conformance* – The proposed request is in compliance with the forwardDallas! Comprehensive Plan. The proposed development is located at a nexus point where the Urban Neighborhood Building Block and Transit Center Building Block meet.
4. *Justification for PD Planned Development District Zoning as opposed to a straight zoning district* – The +/- 2.25 site is currently zoned R-5(A) and CR. The current zoning districts do not permit the mixed use development that the applicant is intending to develop. Contiguous to the site is PD 812, which is partially developed with a senior apartment development also owned by the applicant. The applicant did not rezone utilizing a Form District because they cannot meet the standards for floor plate heights and transparency.

**Zoning History:** There have been no zoning changes requested in the area within the last five years.

### **Thoroughfares/Streets:**

Thoroughfare/Street	Type	Existing Dimension
South Corinth Road	Major Arterial	Varies
East 11 <sup>th</sup> Street	Minor Arterial	40'
Fran Way	Minor Arterial	40'
Avenue B	Minor Arterial	40'

**Comprehensive Plan:** The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being in a transitional area between a Transit Center Building Block and an Urban neighborhood Building Block.

Urban Neighborhoods, including Oak Lawn, the Grand Avenue area in South Dallas, the area near Jefferson Boulevard and the Vickery Meadow area, are predominately residential but are distinguished from other neighborhoods by the wide variety of housing options they provide and easy access to public transit. Housing choices should include single-family detached dwellings, townhomes and low- to midrise condominiums or apartments. These neighborhoods will have concentrations of shops and offices along key corridors or at key intersections, providing important services and job opportunities within walking distance of residences. These areas may have mixed-use buildings with ground floor shops. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process. Urban Neighborhood streets will be very pedestrian friendly, providing excellent connectivity to shopping, schools and other community services. Emphasis should be placed on slowing traffic through use of on-street parking and other similar traffic calming measures. Public investments in these areas will focus on parks, pathways, transit stops, pedestrian-oriented landscaping and road improvements.

Transit centers support a compact mix of employment, retail, cultural facilities and housing. While normally located around DART light-rail or commuter rail stations, these building blocks could also be focused streetcar or enhanced bus corridors such as bus rapid transit. Examples of transit centers include the Mockingbird Station area, the Cityplace Station area and the Westmoreland Station area, and examples of multi-modal corridors include the Lancaster and Ferguson Road corridor. These areas offer dense mixed use at the transit station and then transition to multi-family and single-family housing at the edge. Of all the Building Blocks, this incorporates the greatest range of building structures and land uses, including multi-story residential above retail to townhomes to single-family residences. Transit centers may sometimes be near residential neighborhoods and call for appropriate mitigation requirements. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process.

#### **STAFF ANALYSIS:**

##### **Land Use:**

	<b>Zoning</b>	<b>Land Use</b>
Site	R-5(A) & CR	Vacant/Undeveloped
North	RR	Retail
South	R-5(A)	Single Family Homes
East	CR	Multi-Family Apartments
West	Vacant Land/R-5(A)	Powerline easement/ Single Family Homes

**Land Use Compatibility:** Currently, PD 812 encompasses +/- 12.897 acres of land with a 130-unit senior apartment building. Divided into three tracts, Tract 1 was the first to be developed with the senior apartments. Tract 2 is envisioned to be townhomes, and Tract 3 as office space. Currently, both tracts are undeveloped. The applicant requests to add +/- 2.25 acres of undeveloped/vacant land to the PD to redevelop along the South Corinth corridor. A chart showing a comparison between the proposed new tract and the existing tracts within the Planned Development is provided below.

Located to the north of the site is low-density retail. Separating the development on the west side from an established neighborhood of single-family homes is vacant land currently used as an easement for overhead powerlines. Single-family homes are also located south of the property. Directly across the street on the east side is a small, one-story multifamily apartment building.

South Corinth Road is an underdeveloped and underutilized street with large, vacant lots and large intersections. This site is located within a few miles away from downtown along a major thoroughfare and less than ½ mile away from a major transit center.

**Development Standards:**

Current Development Standards							
DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
CR Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office
R-5(A) Single Family	20'	5'	1 Dwelling Unit / 5,000 sq. ft.	30'	45%	N/A	Single family

Proposed Development Standards							
DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
PD 812	15'	No Min	Tract I: 130 Tract II: 50 Tract III: No max Tract IV: 188 units	Tract I: 50' Tract II: 35' Tract III: 50' Tract IV: 65'	Tract I: 25% Tract II: 65% Tract III: 80% Tract IV: 90%		Residential, Personal Services

**Landscaping:** The applicant has provided a specific landscaping plan for the proposed tract for the site. There are variations to Article X. But, comparisons and contrasts were difficult to make given the proposal.

**Parking:** There is no specific ratio for land uses proposed. Instead, a specific number of 275 spaces are proposed for the tract, mostly provided within a parking garage. Chapter 51A requires one parking space per bedroom with a minimum of one space per dwelling unit, one parking space per 100 square feet of floor area for restaurants, and one parking space per 200 square feet of floor area for retail in general.

**CPC Action – September 3, 2015**

**Z145-247(AF)**

Planner: Aldo Fritz

**Motion:** It was moved to recommend **approval** of an expansion of Planned Development District No. 812 and create a new tract for mixed uses, subject to a revised development/landscape plan and applicant's revised recommended conditions with the following modifications: **1)** Sec. 51P-812.109., a. Front Yard (4) Tract IV – Minimum front yard setback is 5 feet. Balconies, canopies, and window bays may encroach and do not count in front yard calculations, c. Density (4) Tract IV – No maximum density, d. Density (4) Tract IV – No maximum floor area, and e. Height (1) Tract IV – No Residential Proximity Slope for Tract IV, and (5) Tract IV – No references to paragraph (1); **2)** Revise Planned Development amendments to reflect the submitted landscape plan and add additional language to require a landscape buffer to screen parking structures before going to Council; **3)** Require 6 ft. sidewalks. Except where the Director find impactable, require 4 ft. sidewalks; and **4)** Remove references to Article X on property zoned an R-5(A) Single Family District and a CR Community Retail District at the southeast corner of East 11<sup>th</sup> Street and Fran Way.

Maker: Abtahi  
Second: Anglin  
Result: Carried: 11 to 0

For: 11 - Anglin, Shidid, Anantasomboon, Bagley,  
Lavallaisaa, Tarpley, Shellene, Schultz,  
Peadon, Ridley, Abtahi  
Against: 0  
Absent: 3 - Emmons, Rodgers, Murphy  
Vacancy: 1 - District 4

**Notices:** Area: 500 Mailed: 93  
**Replies:** For: 1 Against: 0

**Speakers:** For: Michael Davis, 2807 Allen St., Dallas, TX, 75204  
Robert Lamkin, 14880 Quorum Dr., Dallas, TX, 75254  
Joseph Agumadu, 7635 Tanglecrest Dr., Dallas, TX, 75254  
Against: None

Z145-247(AF)

**List of Partners**

Jay O. Oji, Manager

Joseph Agumadu

**CPC Recommended Conditions**

**PD 812.**

**SEC. 51P-812.101. LEGISLATIVE HISTORY.**

PD 812 was established by Ordinance No. 27645, passed by the Dallas City Council on August 26, 2009. (Ord. 27645)

**SEC. 51P-812.102. PROPERTY LOCATION AND SIZE.**

PD 812 is established on property located at the northwest corner of Compton Street and Fran Way. The size of PD 812 is approximately ~~42.897~~ acres 15.147 acres. (Ord. 27645)

**SEC. 51P-812.103. DEFINITIONS AND INTERPRETATIONS.**

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) Tracts I and II are considered to be residential zoning districts. Tracts III and IV ~~is are~~ considered to be a nonresidential zoning districts. (Ord. 27645)

**SEC. 51P-812.104. EXHIBIT.**

The following exhibits are ~~is~~ incorporated into this article: Exhibit 812A: Tract I and Tract II development plan/Tract III conceptual plan. (Ord. 27645). Exhibit 812B: Tract IV development/landscape plan.

**SEC. 51P-812.105. CONCEPTUAL PLAN.**

For Tract III, development and use of property must comply with the Tract I and Tract II development plan/Tract III conceptual plan (Exhibit 812A). If there is a conflict between the text of this article and the Tract I and Tract II development plan/Tract III conceptual plan, the text of this article controls. (Ord. 27645)

**SEC. 51P-812.106. DEVELOPMENT PLAN.**

(a) For Tract I and Tract II, development and use of the Property must comply with the Tract I and Tract II development plan/Tract III conceptual plan (Exhibit 812A). If there is a conflict between the text of this article and the Tract I and Tract II development plan/Tract III conceptual plan, the text of this article controls.

(b) For Tract III, a development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in this district. If there is a conflict between the text of this article and the development plan, the text of this article controls.

(c) For Tract IV, development and uses of the Property must comply with the Tract IV development/landscape plan (Exhibit 812B). If there is a conflict between the text of this article and the Tract IV development/landscape plan, the text of this article controls.

#### **SEC. 51P-812.107. MAIN USES PERMITTED.**

The following uses are the only main uses permitted:

(1) Tract I.

- Local utilities.
- Retirement housing.

(2) Tract II.

- Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(b)(3) is not met.]*
- Local utilities.
- Single family.

(3) Tract III.

(A) Miscellaneous uses.

- Temporary construction or sales office.

(B) Office uses.

- Office.

(C) Residential uses.



- Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(b)(3) is not met.]*
- Retirement housing.
- Single family.

(D) Retail and personal service uses.

- Business school.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant without drive-in or drive-through service.
- Swap or buy shop. *[SUP]*
- Temporary retail use.

(E) Transportation uses.

- Transit passenger shelter.

(F) Utility and public service uses.

- Local utilities. *[RAR may be required. See Section 51A-4.212(4).]*

(Ord. 27645)

(4) Tract IV.

(A) Commercial and business service uses.

- Catering service.
- Custom business services.

(B) Institutional and community service uses.

- Child-care facility.
- Community service center. [SUP]
- Library, art gallery, or museum.
- Private school or open-enrollment charter school.

[SUP].

- Public school.

(C) Office uses.

- Financial institution without drive-in window.
- Medical clinic or ambulatory surgical center. [SUP].
- Office.

(D) Residential uses.

- Live/work unit.
- Multifamily.
- Retirement housing.
- Single family.

(E) Retail and personal service uses.

- Live/work unit.
- Alcoholic beverage establishments. [SUP].
- Animal shelter or clinic without outside runs. [SUP].
- Animal shelter or clinic with outside runs. [SUP].
- Barber and beauty shop
- Broadcasting or recording studio.
- Business school.
- Commercial amusement (inside). [SUP].
- Commercial cleaning shop.
- Commercial laundry or dry cleaning.
- Convenience store with drive-through. [SUP].
- Custom cleaning shop.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Handcrafted art work studio.
- Handcrafted bookbinding.
- Health studio.
- Household equipment and appliance repair.
- Instructional arts studio.
- Key shop.
- Laundry or cleaning pickup and receiving station.
- Microbrewery, distillery, or winery [SUP].
- Mobile food establishment. [Must be located on private property and may not be a permanent structure.]
- Nursery, garden shop, or plant sales.

- Personal service use. [Alternative financial institution, massage establishment, and tattoo or body piercing studio prohibited.]
- Photography studio.
- Restaurant without drive-in or drive-through service.
- Restaurant with drive-in or drive-through service.
- [SUP].
- Retail vending stand.
- Safe deposit boxes.
- Self-service laundry or dry cleaning
- Shoe repair.
- Surface parking.
- Tailor, custom sewing, and millinery.
- Temporary retail use.
- Theater.
- Travel bureau.

(F) Utility and public service uses.

- Local utilities. [RAR may be required. See Section 51A-4.212(4).]

**SEC. 51P-812.108. ACCESSORY USES.**

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217. (Ord. 27645)

**SEC. 51P-812.109. YARD, LOT, AND SPACE REGULATIONS.**

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.) (Ord. 27645)

(a) Front yard.

(1) Tract I. Minimum front yard is 15 feet.

(2) Tract II.

(A) Except as provided in the paragraph, minimum front yard is 15 feet.

(B) For an accessory community center (private), no minimum front yard.

(3) Tract III. Minimum front yard is 15 feet.

(4) Tract IV. Minimum front yard setback is 5 feet. Balconies may encroach by up to five feet.

(b) Side and rear yard.

(1) Tract I. No minimum side and rear yard.

(2) Tract II. Except as noted on the Tract I and Tract II development plan/Tract III conceptual plan, no minimum side and rear yard.

(3) Tract III. No minimum side and rear yard.

(4) Tract IV. No minimum side and rear yard.

(c) Density.

(1) Tract I. Maximum number of dwelling units or suites is 130.

(2) Tract II. Maximum number of dwelling units is 50.

(3) Tract III. No maximum density.

(4) Tract IV. No maximum density.

(d) Floor area.

(1) Tract I. No maximum floor area.

(2) Tract II.

(A) Except as provided in this paragraph, no maximum floor area.

(B) For an accessory community center (private), maximum floor area is 3,000 square feet.

(3) Tract III. Maximum floor area is 20,000 square feet.

(4) Tract IV. Maximum floor area is 240,500 square feet.

(e) Height.

(1) Residential proximity slope. For Tracts I<sub>1</sub> and III, if any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope. Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

(2) Tract I. Unless further restricted under Paragraph (1), maximum structure height is 50 feet.

(3) Tract II. Maximum structure height is 35 feet.

(4) Tract III. Unless further restricted under Paragraph (1), maximum structure height is 50 feet.

(5) Tract IV. Unless further restricted under Paragraph (1), maximum structure height is 80 feet.

(f) Lot coverage.

(1) In general. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(2) Tract I. Maximum lot coverage is 25 percent.

(3) Tract II. Maximum lot coverage is 65 percent.

(4) Tract III. Maximum lot coverage is 80 percent.

(5) Tract IV. Maximum lot coverage is 90 percent.

(g) Lot size.

(1) Tract I. No minimum lot size.

(2) Tract II.

(A) Minimum lot size for residential uses is 2,000 square feet.

(B) For local utilities and an accessory community center (private), no minimum lot size.

(3) Tract III. No minimum lot size.

(4) Tract IV. No minimum lot size.

(h) Stories.

(1) Tract I. Maximum number of stories above grade is four.

(2) Tract II. Maximum number of stories above grade is two.

(3) Tract III. Maximum number of stories above grade is four. (Ord. 27645)

(4) Tract IV. Maximum number of stories above grade is six.

#### **SEC. 51P-812.110. OFF-STREET PARKING AND LOADING.**

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) For Tract I and Tract III, off-street parking as required by Subsection (a) is reduced by 15 percent.

(c) For an accessory community center (private) and accessory game court (private), no off-street parking is required.

(d) For Tract III, off-street parking is prohibited in the front yard.

(e) Screening of off-street parking areas from the street must attain a minimum height of three feet above the parking surface. Except as provided in Subsection 51P-812.112(d), screening materials must be either, or a combination of, the following:

(1) Earthen berm planted with turf grass or ground cover recommended for local area use by the director of parks and recreation. The berm may not have a slope that exceeds one foot of height for each two feet in width.

(2) Evergreen plant materials recommended for local area use by the director of parks and recreation. The plant materials must be located in a bed that is at least three feet wide with a minimum soil depth of 24 inches. Initial plantings must be capable of obtaining a solid appearance within three years. Plant materials must be

placed a maximum of 24 inches on-center over the entire length of the bed unless the building official approves an alternative planting density that a landscape authority certifies as being capable of providing a solid appearance within three years.

(f) In Tract I, carports must be architecturally compatible with the main structure the carport serves. (Ord. 27645)

(g) For Tract IV, a minimum of 275 off-street parking spaces is required.

## **SEC. 51P-812.111. ENVIRONMENTAL PERFORMANCE STANDARDS.**

See Article VI. (Ord. 27645)

## **SEC. 51P-812.112. LANDSCAPING**

(a) In general. Except as provided in this section, landscaping must be provided in accordance with Article X.

(b) Open space.

(1) Open Space No. 1 through Open Space No. 7, as shown on the Tract I and Tract II development plan/Tract III conceptual plan/Tract IV development plan, must include a minimum of two of the following:

(A) Park benches.

(B) Bicycle racks.

(C) Trash receptacles.

(D) A minimum of two additional large canopy trees with a minimum caliper of three inches each.

(2) A minimum aggregate of 15,000 square feet of land area must be provided for all of Open Space No. 1 through Open Space No. 7, as shown on the Tract I and Tract II development plan/Tract III conceptual plan.

(c) Site trees. For single family and handicapped group dwelling unit uses in Tract II, a minimum of one large tree must be provided for each lot.

(d) Tract I and Tract III Fran Way street frontage.

(1) Street trees must be provided at a ratio of one large tree for each 30 feet of frontage. Any street tree that is required to be planted horizontally within 20

feet of an overhead utility line may be a small tree species as approved by the building official.

(2) Screening of off-street parking must consist of landscape materials that are a minimum of three feet in height at the time of planting and capable of obtaining a solid appearance within three years.

(3) A minimum 15 foot perimeter landscape buffer must be provided along the frontage. This buffer may count as a design standard as required by Article X.

(4) Automatic irrigation is required for all perimeter landscape buffers.

(e) Tract IV

(1) Landscaping must comply with the development/landscape plan (Exhibit 812B).

**SEC. 51P-812.113. SIGNS.**

Signs must comply with the provisions for non-business zoning districts in Article VII. (Ord. 27645)

**SEC. 51P-812.114. SIDEWALKS.**

(a) Sidewalks along Compton Street and Fran Way must have an unobstructed sidewalk width of five feet.

(b) Tract IV: Sidewalks must have an unobstructed sidewalk width of six feet. The director may approve an alternate sidewalk width that does not comply with this paragraph where a six foot sidewalk is not possible, but no less than four feet.

(b) The board of adjustment may not grant a variance to the sidewalk requirements of this section. (Ord. 27645)

**SEC. 51P-812.115. ADDITIONAL PROVISIONS.**

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.



(c) Garage doors are prohibited from facing Compton Street or Fran Way.

(d) Each exterior facade of a main structure, excluding fenestration, must be at least 50 percent brick, stone, stucco, masonry, or glass. Fiber cement siding is prohibited as an exterior facade material. (Ord. 27645)

**SEC. 51P-812.116. COMPLIANCE WITH CONDITIONS.**

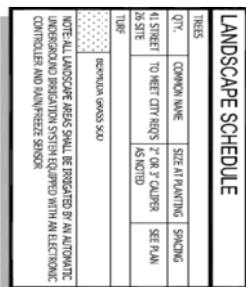
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 27645)

**SEC. 51P-812.117. ZONING MAP.**

PD 812 is located on Zoning Map No. L-7. (Ord. 27645)

## Proposed Development/Landscape Plan

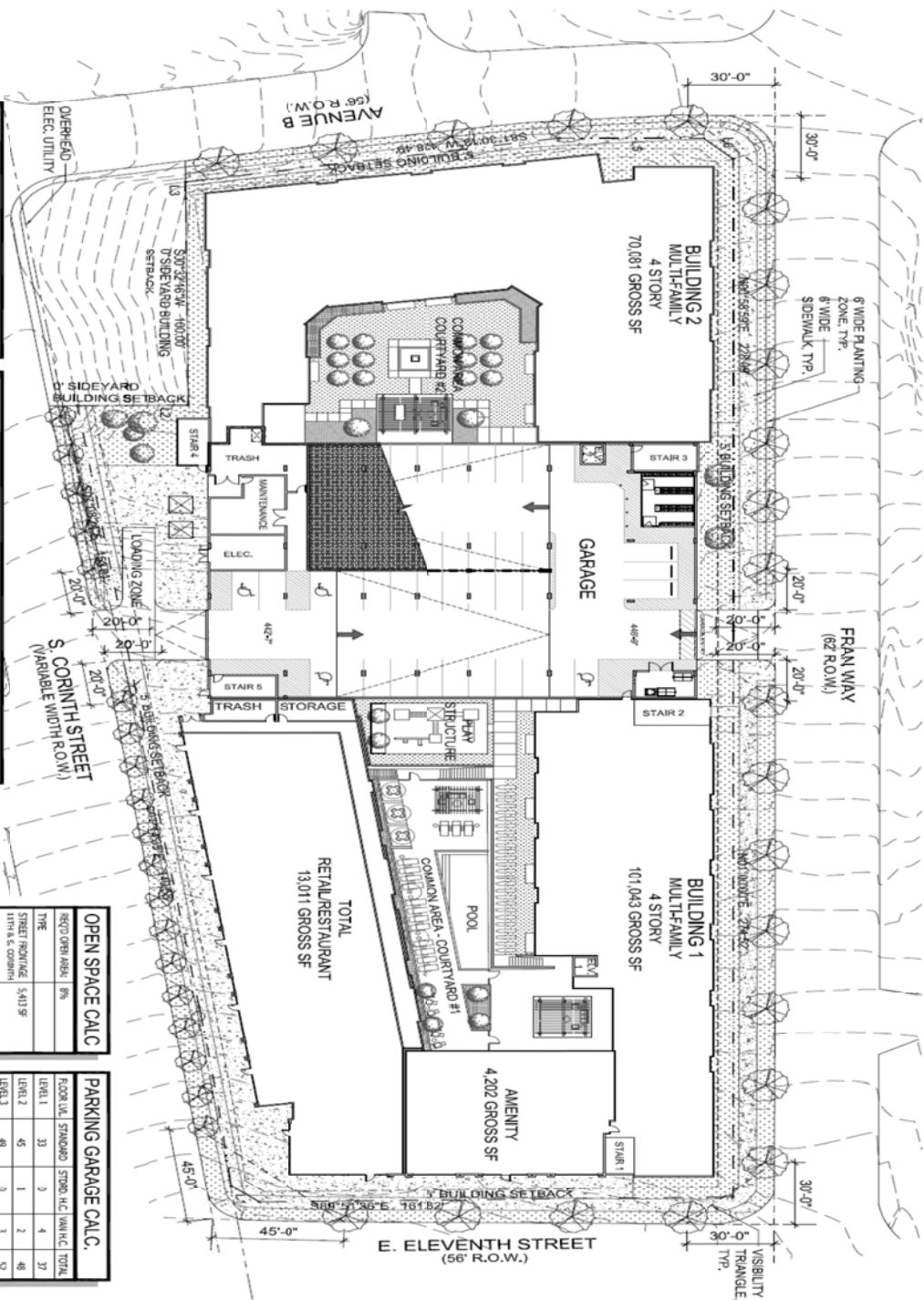


LANDSCAPE REQUIREMENTS			
TYPE	REQUIREMENT	REQUIRED	PROPORTION
STREET TREES	1) 3' CALIPHS TREE FOR 40' STREET FRONTAGE	FRONT WAY: 30' (L = 1) TREES REAR WAY: 1' (L = 2) TREES	13 TREES 4 TREES 5 TREES
STREET TREES W/ UTILITY CORRECTIONS	1) 2' CALIPHS TREE FOR 30' STREET FRONTAGE	S. CORNING ST. (80' L = 1) TREES	19 TREES
UTILITY TREES	1) 2' CALIPHS TREE FOR 4000 SQ. LOT AREA	ST. ALAN W/ 225' SQ. - 25 TREES	24 TREES
DESIGN STANDARDS	BIKE PATHWAY	ONE 10' WIDE BIKEWAY FOR 300' OF FRONT PORCH STREET	
	BENCHES AND TRASH RECEPTACLES	ONE OF EACH FOR 300' OF FRONTAGE ON ONE FRONT STREET	
		TWO BENCHES (10 SEATERS) ON S. CORNING ST. (80' L = 2)	
		ONE OF EACH ON S. W. THIRDO OF EACH ON S. CORNING ST. (80' L = 2)	

OPEN SPACE CALC	
REQD OPEN AREA	8%
TYPE	
STREET FRONTAGE 11TH & CORNHILL	5,413 SF
COURTYARD #1	9,073 SF
COURTYARD #2	5,335 SF
ROOF DECK	1,081 SF
TOTAL OPEN	21,102
SITE AREA	90,233 SF
% OPEN AREA	21.3%

PARKING GARAGE CALC.				
FLOOR/BL.	STANDARD	STUD. H.C.	W.A.N.C.	TOTAL
LEVEL 1	33	0	4	37
LEVEL 2	45	1	2	48
LEVEL 3	49	0	3	52
LEVEL 4	51	1	1	53
LEVEL 5	53	1	0	54
LEVEL 6	52	0	0	52
TOTAL	283	3	10	296

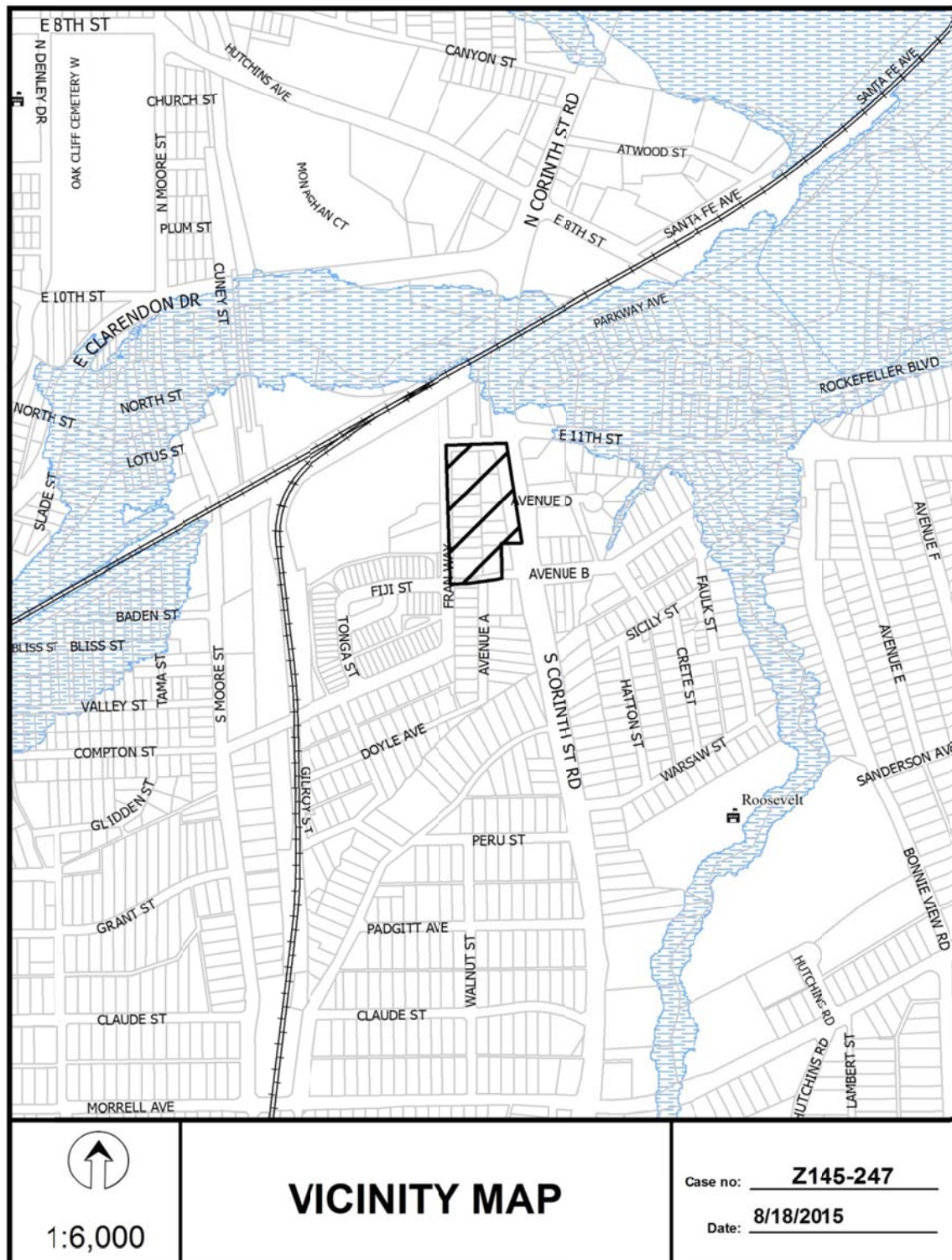
NOTE: 235 PARKING SPACES REQUIRED FOR SITE



**SPHINX AT FIJI LOFTS - DALLAS, TX**  
15235 09.11.2015

DEVELOPMENT /  
LANDSCAPE PLAN  
2145-247 SCALE 1/40

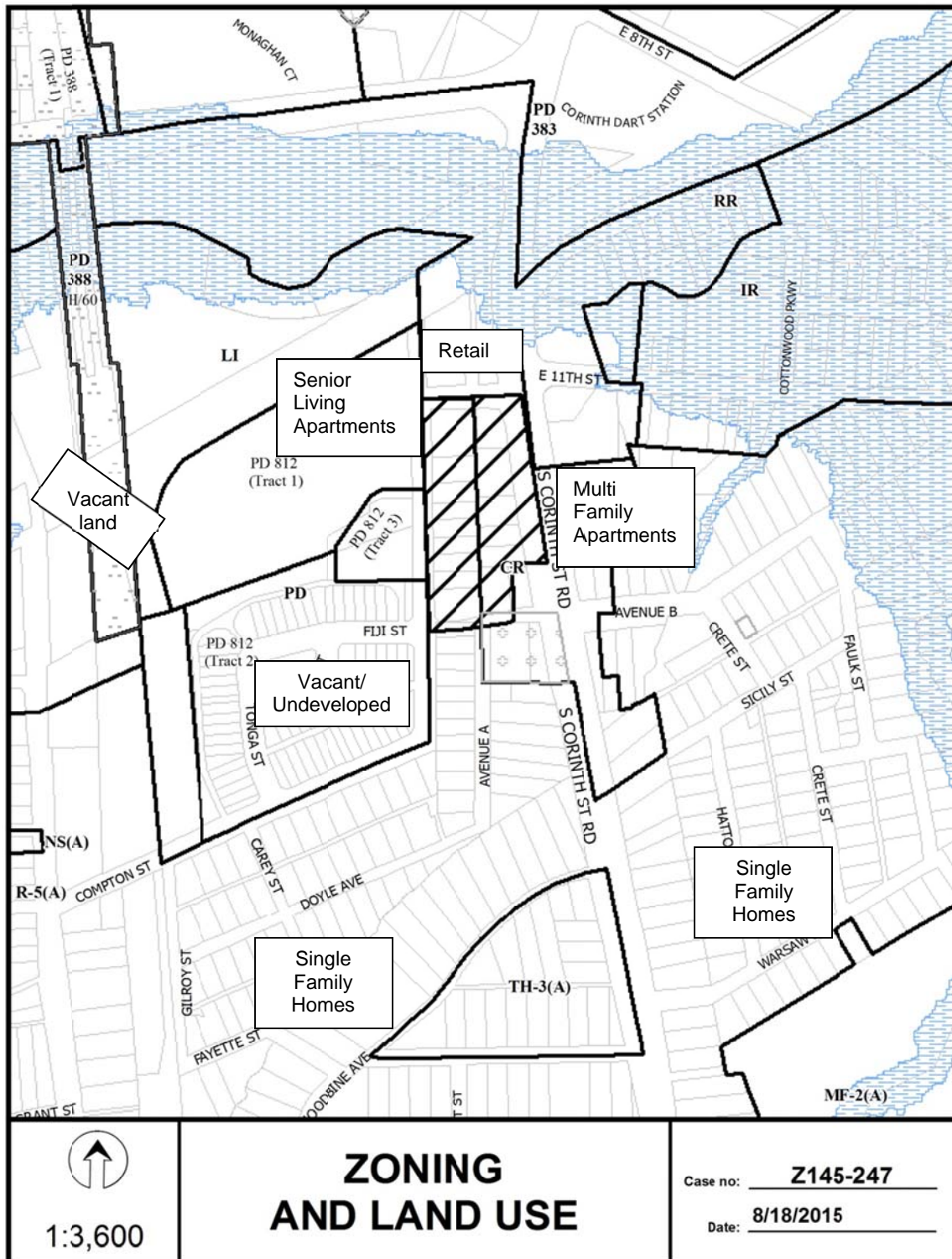














09/16/2015

***Reply List of Property Owners******Z145-247******93 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	419 AVE A	SDC SACHSE SENIOR VILLAS LLC
	2	1502 AVE B	TEXAS SDC LLC
	3	431 AVE A	SPHINX DEVELOPMENT CORPORATION
	4	215 CORINTH ST RD	SDC SACHSE SENIOR VILLAS LLC
	5	411 AVE A	SDC SACHSE SENIOR VILLAS
	6	1581 AVE B	SDC SACHSE SENIOR VILLAS LLC
	7	327 AVE A	SDC SACHSE SENOR
	8	407 AVE A	SDC SACHSE SENIOR VILLAS LLC
	9	315 AVE A	SPHINX DEVELOPMENT CORP
	10	327 CORINTH ST RD	BOLDEN CEDRIC
	11	519 WOODBINE AVE	CISNEROS JOSE T &
	12	515 WOODBINE AVE	NEXTLOTS 3 LLC
	13	507 WOODBINE AVE	AGUIRRE GUADALUP CERVANTES &
	14	510 CORINTH ST RD	TEXAS EAST JURISDICTION
	15	508 CORINTH ST RD	CHANDLER DONALD &
	16	506 CORINTH ST RD	CHANDLER DONALD &
	17	1514 COMPTON ST	BELTRAN MIGUEL
	18	1518 COMPTON ST	SDC SACHSE SENIOR VILLAS
	19	1522 COMPTON ST	THOMPSON DINO
	20	1526 COMPTON ST	STANTON LUTHER ET AL
	21	1534 COMPTON ST	THOMPSON DINO JR
	22	1538 COMPTON ST	KING ALONZO
	23	441 AVE A	MILLER GORGE
	24	1535 DOYLE AVE	THOMPSON MAE E
	25	1530 DOYLE AVE	THOMPSON DONOVAN
	26	439 AVE A	Taxpayer at

Z145-247(AF)

09/16/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	435 AVE A	MEYER STEVE
	28	423 AVE A	SDC SACHSE SENIOR VILLAS LLC
	29	409 AVE A	SMITH JOSEPHINE ESTES
	30	301 CORINTH ST RD	TEXAS SDC LLC
	31	415 CORINTH ST	SDC SACHSE SR VILLAS LLC
	32	414 AVE A	SDC SACHSE SR VILLAS LLC
	33	417 CORINTH ST	CHANDLER DONALD S &
	34	422 AVE A	GONZALEZ BENJAMIN
	35	430 AVE A	SPHINX DEVELOPMENT CORPORATION
	36	434 AVE A	DYSON PAULA ET AL &
	37	438 AVE A	CANAS JUAN
	38	200 FRAN WAY	LIBERTY BAPTIST CHURCH
	39	1631 SICILY ST	ARRIETA LEO R &
	40	1627 SICILY ST	BAUMAN LEDDRUE
	41	1623 SICILY ST	YOUNG ERMA LEE
	42	1619 SICILY ST	LEWIS BETTY JO
	43	1615 SICILY ST	MCELROY JOSEPH III TR
	44	1606 AVE B	BROWN BOBBY LEE
	45	1622 AVE B	BROWN BOBBY
	46	1614 AVE B	SMITH ALEXANDREA ROSE
	47	416 CORINTH ST RD	SMITH ALEXANDREA ROSE SMITH
	48	316 CORINTH ST RD	ENGLISH WANDA
	49	1611 AVE B	DANIELS MARKUS
	50	302 CORINTH ST	SDC SACHSE SENIOR VILLAS LLC
	51	1619 AVE B	LEE H R
	52	1607 AVE B	MCDONALD D D
	53	1601 AVE D	HERNANDEZ JUAN
	54	234 CORINTH ST RD	DELAGARZA DAVID
	55	260 CORINTH ST RD	BLACKMAN JOHN B &
	56	218 CORINTH ST RD	MCDONALD BETTY SUE
	57	1719 AVE B	CUELLAR YOLANDA



Z145-247(AF)

09/16/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	1715 AVE B	KINGDOM OF GOD CHURCH
	59	1702 AVE B	KINGDOM OF GOD BAPTIST CH
	60	407 CRETE ST	LOPEZ HERACLIO &
	61	1710 AVE B	S & I COMPANY
	62	406 CRETE ST	LOPEZ HERACLIO M
	63	1714 AVE B	CRUZCRUZ ANTONIO G
	64	1718 AVE B	RUEDA AURELIA
	65	1700 AVE B	HAYDEN TOM &
	66	1712 11TH ST	JOHNSON LORA
	67	1714 11TH ST	KEYSTONE STAR HOMES INC
O	68	1624 11TH ST	ADIA PARTNERSHIP LLC
	69	1710 11TH ST	THOMPSON KATHLEEN
	70	1619 AVE D	SNEED BILLIE JEAN
	71	1623 AVE D	BRADFORD LUCILLE SMITH
	72	1625 AVE D	WILSON DAWNA
	73	1624 AVE D	CHANG HENRY
	74	1623 11TH ST	CARR CLYDE
	75	1627 11TH ST	CARR CLYDE B
	76	1615 11TH ST	MCCOMBS PHYLLIS R
	77	1618 PARKWAY AVE	FLOWERS CRANFORD
	78	1622 PARKWAY AVE	CANYON O C & DELMA
	79	211 CHANEY ST	MCDONALD W G
	80	4524 CLARENDON DR	DALLAS AREA RAPID TRANSIT
	81	119 CORINTH ST RD	TEXAS UTILITIES ELEC CO
	82	503 WOODBINE AVE	County of Dallas
	83	1 COMPTON ST	SPHINX DEVELOPMENT CORP
	84	1 COMPTON ST	SDC COMPTON HOUSING LP
	85	4 COMPTON ST	FIJI TOWNHOMES DEVELOPMENT LLC
	86	201 FRAN WAY	SDC FIJI SENIOR LP
	87	1526 CLARENDON DR	CCH LAMAR PARTNERS I LP
	88	1803 8TH ST	DALLAS AREA RAPID TRANSIT

Z145-247(AF)

09/16/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	555 2ND AVE	DART
	90	424 CORINTH ST RD	CHANDLER DONALD &
	91	191 CORINTH ST RD	BALLAS VICTOR
	92	1631 11TH ST	CARR CLYDE B
	93	1711 11TH ST	POUNDERS STANLEY &

**AGENDA ITEM # 50**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Sustainable Development and Construction

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** 52 V; 53 S

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an RR Regional Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned a CR Community Retail District, an MF-2(A) Multifamily District, and an LI Light Industrial District on the southeast corner of West Illinois Avenue and South Cockrell Hill Road

Recommendation of Staff: Denial of an RR Regional Retail District; and approval of a CR Community Retail District

Recommendation of CPC: Approval of an RR Regional Retail District with deed restrictions volunteered by the applicant

Z145-287(AF)

**FILE NUMBER:** Z145-287(AF) **DATE FILED:** June 24, 2015  
**LOCATION:** Southeast corner of West Illinois Avenue and South Cockrell Hill Road  
**COUNCIL DISTRICT:** 3 **MAPSCO:** 52V and 53S  
**SIZE OF REQUEST:** Approx. 2.791 acres **CENSUS TRACT:** 108.01

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**APPLICANT / OWNER:** JD Dudley, Jonathan Kyle Miller, Inc

**REPRESENTATIVE:** Miklos Law, PLLC

**REQUEST:** An application for an RR Regional Retail District with deed restrictions volunteered by the applicant on property zoned a CR Community Retail District, an MF-2(A) Multifamily District, and an LI Light Industrial District.

**SUMMARY:** The applicant's intention is to build a +/-5,858-square-foot general merchandise or food store greater than 3,500 square feet in conjunction to a motor vehicle fueling station. These uses are allowed by right in a CR, Community Retail District.

**CPC RECOMMENDATION:** **Approval** of an RR Regional Retail District with deed restrictions volunteered by the applicant.

**STAFF RECOMMENDATION:** **Denial** of an RR Regional Retail District; and **approval** of a CR Community Retail District.

**DESIGNATED ZONING CASE**

## GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* –RR Regional Retail Districts are more suitable for larger tracts providing services on a regional scale. The CR District seems more appropriate given the adjacent CR zoning and size of the parcel.
2. *Traffic impact* – The surrounding street system can accommodate the zoning request. A traffic impact worksheet was submitted with the application that showed the trip generation at 724 total trips generated and was therefore exempt from providing a Traffic Impact Study. CR, Community Retail District is consistent with the overall development pattern and allows for the proposed development the applicant intends to build.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located along a Multi-Modal Corridor. CR Community Retail is more appropriate given its location and size of the parcel. .

**Zoning History:** There have been no recent zoning changes requested in the area in the past five years.

## **Thoroughfares/Streets:**

Thoroughfare/Street	Type	Existing ROW
W. Illinois Avenue	Major Arterial	75'
Cockrell Road	Major Arterial	100'

**COMPREHENSIVE PLAN:** The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being along a Multi-Modal Corridor in an urban neighborhood.

Multi-modal corridors should encourage the redevelopment of aging auto-oriented commercial strip development while respecting existing single family neighborhoods. Multi-modal corridors may sometimes be near residential neighborhoods and call for appropriate mitigation requirements. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process. Multi-modal corridors in particular would diminish quickly in scale, density, and intensity away from the corridor, respecting existing single family neighborhoods while maintaining a strong focus on transit orientation and access. Interactive public plazas and/or civic uses will be centrally located and residential roof

terraces and balconies overlooking transit station areas add “eyes on the street” that can aid public safety.

Given the surrounding zoning and uses and size of the parcel, the continuation of CR zoning on the property is appropriate.

## LAND USE

### GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

### STAFF ANALYSIS:

#### Surrounding Land Uses:

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	CR, MF-2, LI	Fast Food Restaurant, Office/Tire Sales, Undeveloped Land,
<b>North</b>	CR	Mix Retail
<b>East</b>	LI	Vehicle Display, Sales, Service
<b>South</b>	CR, MF-2	Mix Retail/Multi-Family Apartments
<b>West</b>	CR	Mix Retail

**Land Use Compatibility:** The 2.79 acre site encompasses four lots. Two lots are located along South Cockrell Hill Road which are currently developed with a fast food restaurant and an office/tire sales store. The remaining two lots are located along West Illinois Street are currently vacant/undeveloped land with a small bus shelter. The scale of the project transcends property lines, which would trigger the need to replat the properties into one lot. The overall land use pattern in the area consists of residential with the intersection of South Cockrell Hill Road and West Illinois Ave serving as a hub for the mixing of a variety of different uses and zoning districts.

The applicant’s request is to change the zoning of these properties and portions of properties to Regional Retail with the intention of increasing the development potential for the properties. The lots located along Illinois Street are not requested to be rezoned entirely. Instead, only the north portions of the lots are requesting to be rezoned.

Currently, the applicant envisions the lots to be redeveloped as a 5,858 square foot general merchandise or food store greater than 3,500 square feet in conjunction to a motor vehicle fueling station along with a small park and a small surface parking lot that would serve as a connection to the Chalk hill trail.

Current Development Standards							
<u>District</u>	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
CR Community retail	15'	20' adjacent to a residential district OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Residential Proximity Slope; and Visual Intrusion	Community-serving retail, personal service, office uses
IR Industrial research	15'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution and storage, supporting office & retail
LI Light Industrial	15'	30' adjacent to residential OTHER: No Min.	1.0 FAR overall 0.75 office/ retail 0.5 retail	70' 5 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail

Proposed Development Standards							
<u>District</u>	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
RR Regional retail	15'	20' adjacent to a residential district OTHER: No Min.	1.5 FAR overall 0.5 office	70' 5 stories	80%	Residential Proximity Slope; U-form setback; and Visual Intrusion	Regional-serving retail, personal service, and office uses

**Landscaping:** Landscaping requirements of Article X of the Dallas Development Code will apply.

Z145-287(AF)

**CPC Action – September 3, 2015**

**Z145-287(AF)**

Planner: Aldo Fritz

**Motion:** It was moved to recommend **approval** of an RR Regional Retail District with deed restrictions volunteered by the applicant on property zoned a CR Community Retail District, an MF-2(A) Multifamily District, and an LI Light Industrial District on the southeast corner of West Illinois Avenue and South Cockrell Hill Road.

Maker: Abtahi  
Second: Peadon  
Result: Carried: 11 to 0

For: 11 - Anglin, Shidid, Anantasomboon, Bagley, Lavallaisaa,  
Tarpley, Shellene, Schultz, Peadon, Ridley, Abtahi  
Against: 0  
Absent: 3 - Emmons, Rodgers, Murphy  
Vacancy: 1 - District 4

**Notices:** Area: 300 Mailed: 29  
**Replies:** For: 0 Against: 1

**Speakers:** For: Robert Miklos, 1800 Valley View Ln., Farmers Branch,  
TX, 75234  
Against: None



<b>LIST OF OFFICERS</b>
-------------------------

2410 S. Cockrell Hill Road: 100 % ownership by Ronald O. Wright  
2424 S. Cockrell Hill Road: 100% ownership by Stephen & Mary Lucas  
4234 W. Illinois Ave: 100% Ownership by Terry & Patricia Smith  
4340 W. Illinois Ave: 100% Ownership by Johnathan Kyle Miller, Inc.

**PROPOSED DEED RESTRICTIONS**
DEED RESTRICTIONS

THE STATE OF TEXAS     )  
   )  
 COUNTY OF DALLAS     )     KNOW ALL PERSONS BY THESE PRESENTS:

## I.

The undersigned, Terry D. Smith and Patricia K. Smith, ("Owner 1"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Abraham Bast Survey, Abstract No. 109, City Block Number 6114, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Howard P. Alexander and Sarah G. Alexander, by deed dated April 23, 1998, and recorded in Volume 98079, Page 3166, in the Deed Records of Dallas County, Texas;

The undersigned, Jonathan Kyle Miller, Inc., a corporation ("Owner 2"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Abraham Bast Survey, Abstract No. 109, Lot D, City Block Number 3/6983, City of Dallas, ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Mobil Oil Corporation, by deed dated August 14, 1991, and recorded in Volume 91158, Page 5245, in the Deed Records of Dallas County, Texas;

The undersigned, Roland Orville Wright, ("Owner 3"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Abraham Bast Survey, Abstract No. 109, City Block Number 6983, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Wallace H. Savage, by deed dated January 7, 1980, and recorded in Volume 80004, Page 2746, in the Deed Records of Dallas County, Texas; and

The undersigned, Stephen B. Lucas and Mary G. Lucas, ("Owner 4"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Abraham Bast Survey, Abstract No. 109, City Block Number 6983, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Daniel E. Cooper, by deed dated March 4, 2008, and recorded as instrument No. 20080070249 and No. 200900071519 in the Deed Records of Dallas County, Texas, being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with plastic cap stamped "RPLS 5199" set at the northeast end of a right-of-way corner clip located at the intersection of the east right-of-way line of Cockrell Hill Road (variable width right-of-way) and the south right-of-way line of Illinois Avenue (variable width R.O.W.);

**THENCE**, along the south right-of-way line of Illinois Avenue and the north line of said Lot D, North 87 degrees 42 minutes 56 seconds East, a distance of 148.26 feet to a 5/8" iron rod with plastic cap stamped "RPLS 5199" set, being the most northerly northeast corner of said Lot D;

**THENCE**, continuing along the south right-of-way line of Illinois Avenue and along the east line said Lot D, South 00 degrees 45 minutes 27 seconds East, a distance of 4.96 feet to a 1/2" iron rod found, being in the north line of the remainder of said 3.0 acre City of Dallas tract;

Deed Restrictions: Z145-287

**THENCE**, continuing along the south right-of-way line of Illinois Avenue and along the north line of said City of Dallas remainder tract, North 87 degrees 50 minutes 09 seconds East, a distance of 96.73 feet to a 1/2" iron rod found, being the northwest corner of aforementioned 1.051 acre Smith tract;

**THENCE**, continuing along the south right-of-way line of Illinois Avenue and along the north line of said 1.051 acre tract as follows:

North 89 degrees 11 minutes 00 seconds East, a distance of 38.34 feet to a 1/2" iron rod found, the beginning of a curve to the right;

Along said curve to the right through a central angle of 01 degrees 00 minutes 00 seconds, a radius of 11,414.15 feet, an arc length of 199.21 feet, a chord bearing of North 89 degrees 41 minutes 00 seconds East and a chord distance of 199.21 feet to a 5/8" iron rod with plastic cap stamped "RPLS 5199" set;

South 89 degrees 49 minutes 00 seconds East, a distance of 53.50 feet to a 1/2" iron rod found for the northeast corner of said 1.051 acre tract, being the northwest corner of a 12.2343 acre tract of land described in deed to the City of Dallas as recorded in Volume 75041, Page 427, Deed Records, Dallas County, Texas;

**THENCE**, departing the south right-of-way line of Illinois Avenue, along the east line of said 1.051 acre tract and the west line of said 12.2343 acre tract, South 00 degrees 08 minutes 30 seconds West, a distance of 313.84 feet to a 1/2" iron rod found for the south corner of said 1.051 acre tract, being in the northeast line of said 3.0 acre City of Dallas tract;

**THENCE**, along the northeast line of said 3.0 acre tract and the southwest line of said 1.051 acre tract, North 42 degrees 53 minutes 57 seconds West, a distance of 237.59 feet to a 5/8" iron rod with plastic cap stamped "RPLS 5199" set;

**THENCE**, departing the southwest line of said 1.051 acre tract, over and across said 3.0 acre tract, South 88 degrees 46 minutes 11 seconds West, a distance of 100.09 feet to a 1/2" iron rod found for the southeast corner of aforementioned Lot D, being the northeast corner of Lot B, Block 3/6983, Village Green No. 3 Addition as recorded in Volume 70, Page 1264, Deed Records, Dallas County, Texas, being in the southwest line of said 3.0 acre tract;

**THENCE**, along the south line of said Lot D and the north line of said Lot B, South 88 degrees 46 minutes 11 seconds West, a distance of 101.37 feet to a 5/8" iron rod with plastic cap stamped "RPLS 5199" set, being the most northerly northwest corner of said Lot B and the northeast corner of aforementioned 0.323 acre Wright tract;

**THENCE**, departing the south line of said Lot D, along a west line of said Lot B, and along the east line of said 0.323 acre tract, South 00 degrees 14 minutes 32 seconds West, a distance of 83.35 feet to a 1/2" iron rod found, being the southeast corner of said 0.323 acre tract and the northeast corner of aforementioned 0.362 Lucas tract;

**THENCE**, continuing along a west line of said Lot b and the east line of said 0.362 acre tract, South 00 degrees 14 minutes 32 seconds West, a distance of 90.00 feet to a 5/8" iron rod with plastic cap stamped "RPLS 5199" set, being the southeast corner of said 0.362 acre tract and an "ell" corner of said Lot B being in the north line of Peppertree Lane (a 50' private drive);

**THENCE**, along the westerly north line of said Lot B, the north line of Peppertree Lane, and the south line of said 0.362 acre tract, North 89 degrees 38 minutes 41 seconds West, a distance of 178.50 feet to a 1/2" iron rod set, being the most westerly northwest corner of said Lot B, the southwest corner of said 0.362 acre tract, and being in the east right-of-way of Cockrell Hill Road (variable width R.O.W.);

**THENCE**, along the east right-of-way line of Cockrell Hill Road and the west line of said 0.362 acre tract, North 00 degrees 30 minutes 03 seconds West, a distance of 85.42 feet to a 1/2" iron rod found, being the northwest corner of said 0.362 acre tract and the southwest corner of said 0.323 acre tract;

***THENCE**, continuing along the east line of Cockrell Hill Road and along the west line of said 0.323 acre tract, North 00 degrees 30 minutes 03 seconds West, a distance of 72.87 feet to a 1/2" iron rod found for the northwest corner of said 0.323 acre tract and the southwest corner of said Lot D;*

***THENCE**, continuing along the east line of Cockrell Hill Road and along the west line of said Lot D, North 00 degrees 30 minutes 03 seconds West, a distance of 141.60 feet to a 5/8" iron rod with cap stamped "RPLS 5199" for the southwest end of the aforementioned right-of-way corner clip;*

***THENCE**, continuing along the east line of Cockrell Hill Road and along the west line of said Lot D and along said corner clip, North 43 degrees 29 minutes 24 seconds East, a distance of 14.33 feet to the **POINT OF BEGINNING** and containing 121,617 square feet or 2.7919 acres of land more or less.*

**NOTICE:**

*"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."*

II.

Owner 1, Owner 2, Owner 3, and Owner 4 (collectively the "Owners") do hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

1. Maximum Height for a building shall be fifty-four (54) feet.

III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owners must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

The Owners agree that these restrictions inure to the benefit of the City. The Owners hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owners agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owners agree that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VII.

**The Owners agree to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.**

VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owners who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IX.

Unless stated otherwise in this document, the definitions and provisions of Chapter 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owners understand and agree that this document shall be governed by the laws of the State of Texas.

XI.

The Owners certify and represent that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

**[Please see attached pages for signatures of Property Owners and Lien Holders]**

APPROVED AS TO FORM:  
WARREN M.S. ERNST, City Attorney

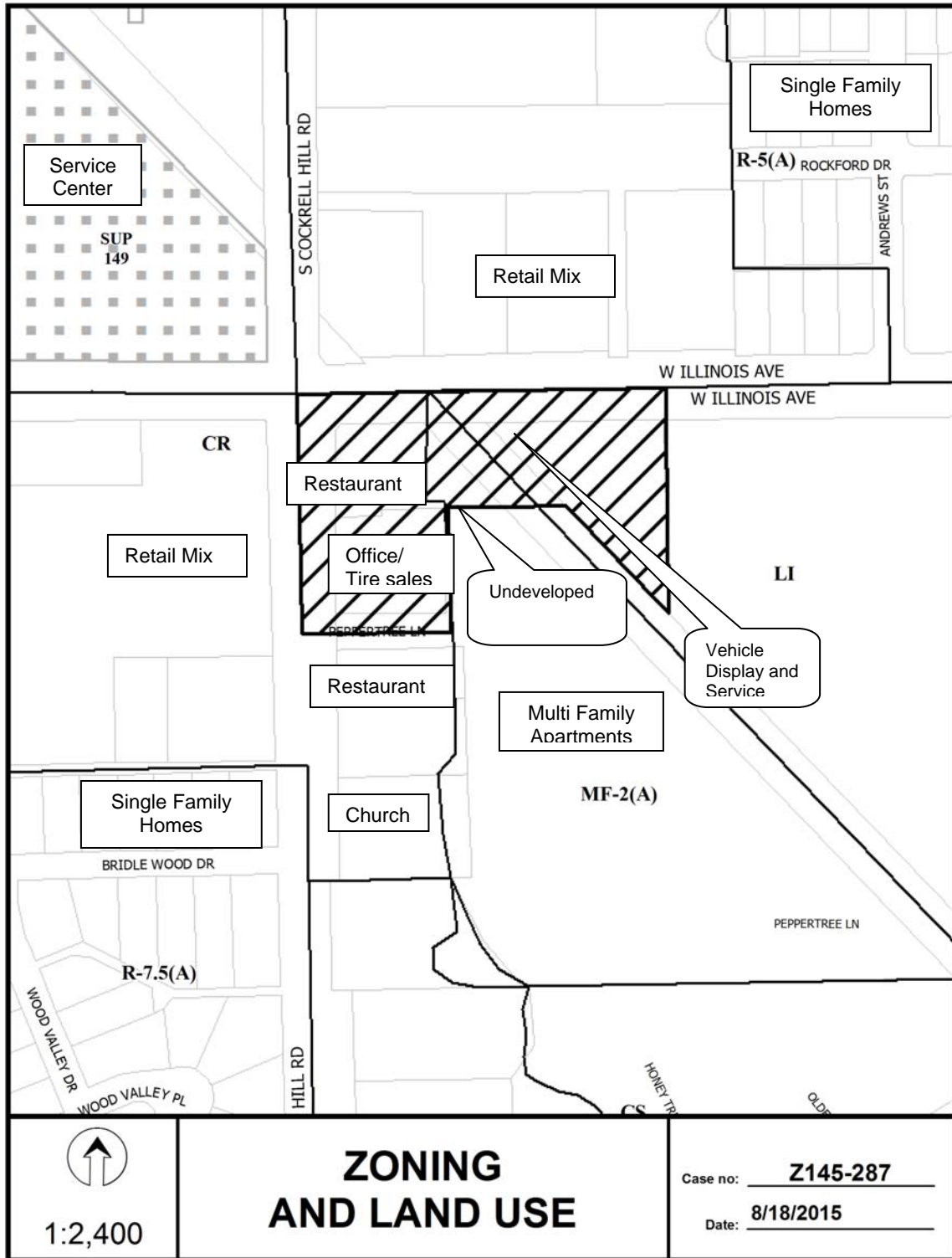
By: \_\_\_\_\_  
Assistant City Attorney



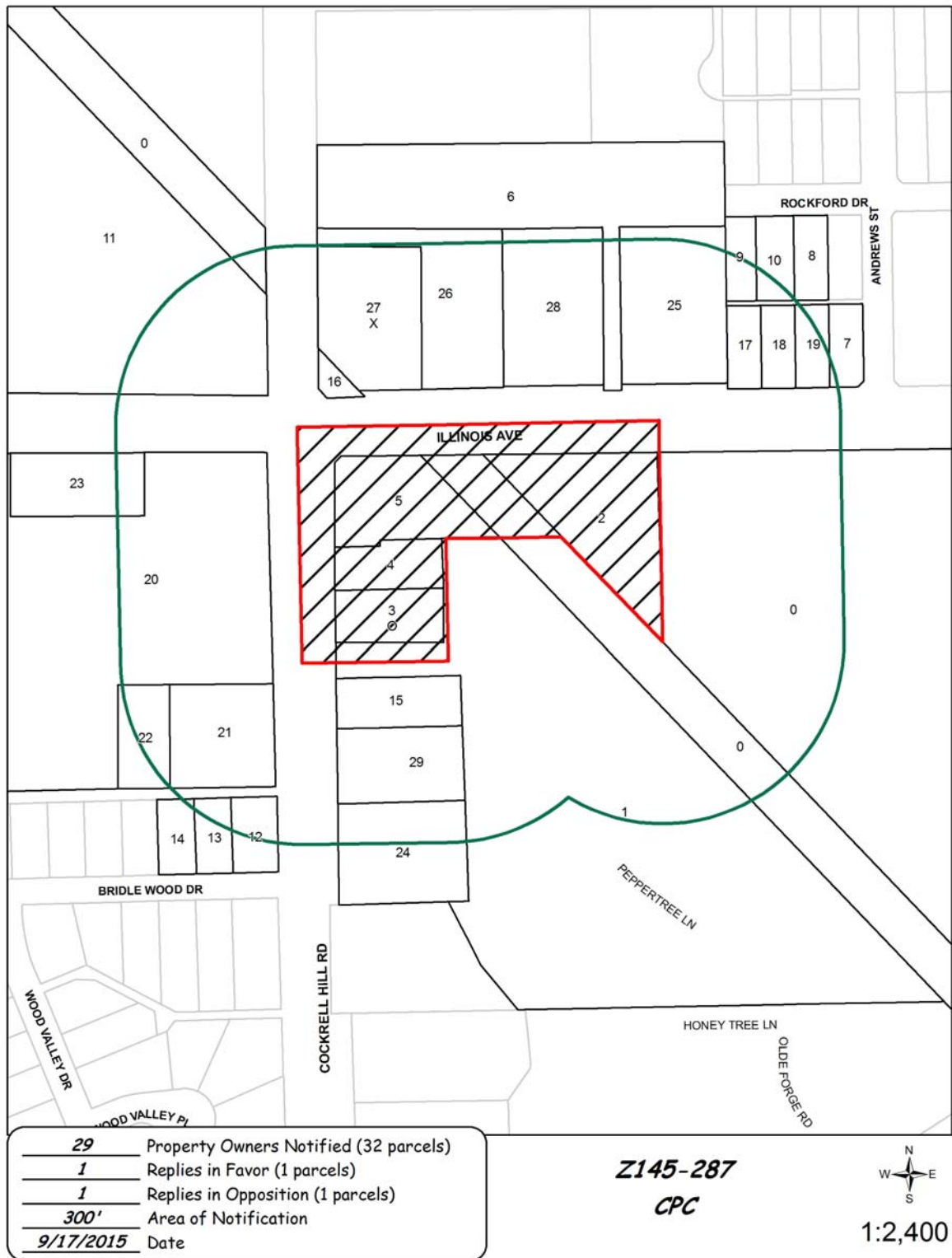








## CPC Response Map



09/16/2015

***Reply List of Property Owners***  
***Z145-287***

***29 Property Owners Notified    1 Property Owners in Favor    1 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	2430 COCKRELL HILL RD	VILLAGE GREEN 2ND SEC
	2	4234 ILLINOIS AVE	SMITH TERRY D &
O	3	2424 COCKRELL HILL RD	LUCAS STEPHEN B & MARY G
	4	2410 COCKRELL HILL RD	WRIGHT ROLAND O
	5	4340 ILLINOIS AVE	MILLER JONATHAN KYLE INC
	6	4303 ILLINOIS AVE	EMERALD DENTON PROPERTIES LTD
	7	4203 ILLINOIS AVE	SOSA JOSE & ANA I
	8	4208 ROCKFORD DR	SALAZAR ANTONIO &
	9	4216 ROCKFORD DR	MCCORD ALMA
	10	4212 ROCKFORD DR	SALAZAR J REYES
	11	4403 ILLINOIS AVE	County of Dallas
	12	4407 BRIDLE WOOD DR	KHAMASA BOUNIXOM
	13	4411 BRIDLE WOOD DR	MUNOZ JUAN JOSE & JUAN
	14	4417 BRIDLE WOOD DR	MARTINEZ MARTIN
	15	2434 COCKRELL HILL RD	PONCE EDMUNDO B & ANNETTE V
	16	4335 ILLINOIS AVE	CABRERA JOSE DAVID
	17	4217 ILLINOIS AVE	LISEMBY THOMAS A III
	18	4211 ILLINOIS AVE	LISEMBY THOMAS A III
	19	4207 ILLINOIS AVE	SOSA ANA LILIAN
	20	4444 ILLINOIS AVE	PINETREE DEVELOPMENT INC
	21	2475 COCKRELL HILL RD	TEXAS INVESTMENTS PROPERTY LLC
	22	4440 ILLINOIS AVE	SAYSANASONGKAM SENG
	23	4444 ILLINOIS AVE	KWAK YOUNG FAMILY TRUST THE
	24	2480 COCKRELL HILL RD	MAYS WILLIAM G LIFE EST
	25	4223 ILLINOIS AVE	MCDONALDS CORP
	26	4313 ILLINOIS AVE	MESQUITE CLAY MATHIS

Z145-287(AF)

09/16/2015

<i><b>Reply</b></i>	<i><b>Label #</b></i>	<i><b>Address</b></i>	<i><b>Owner</b></i>
X	27	4323 ILLINOIS AVE	ILLINOIS SHOPPING CENTER
	28	4303 ILLINOIS AVE	RETAIL BUILDINGS INC
	29	2450 COCKRELL HILL RD	MAYS WILLIAM G TRUSTEE

## AGENDA ITEM # 51

**KEY FOCUS AREA:** Economic Vibrancy  
Clean, Healthy Environment

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Office of Economic Development

**CMO:** Ryan S. Evans, 671-9837

**MAPSCO:** N/A

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### SUBJECT

A public hearing to receive comments on the proposed establishment of a Property Assessed Clean Energy ("PACE") program for the City of Dallas pursuant to the Property Assessed Clean Energy Act ("PACE Act"), as amended (Texas Local Government Code Chapter 399) - Financing: No cost consideration to the City

### BACKGROUND

The City of Dallas intends to create a Property Assessed Clean Energy ("PACE") financing program. Since 2009, the Dallas City Council has supported the creation of PACE enabling legislation. In 2013, the Property Assessed Clean Energy Act (SB 385) was enacted by the State of Texas, and, since that time, City staff has been working towards the establishment of a Dallas PACE program. By establishing a PACE program, Dallas would become one of the first cities in Texas to take advantage of the legislation.

A City of Dallas PACE program would further the goals of the City's Sustainability Plan which focuses on five areas: Air Quality; Land Use; Water Quality; Materials Management; and Energy Management. The City hopes to reduce non-renewable energy use by establishing a program to enhance sustainability for the private sector, and the PACE program can be part of this program. Additionally, reducing water usage among the City's multi-family housing stock is one of the primary goals of the City's most recent Five Year Water Conservation Program. Based on building condition data (i.e. good, average, fair or poor) available from the Dallas Central Appraisal District, City staff estimates there are over 21,000 commercial, industrial or multi-family housing properties within the City of Dallas that may be eligible for PACE financing.

PACE is an innovative financing program that allows owners of commercial, industrial, and multi-family residential properties (with five or more dwelling units) to obtain low-cost, long-term loans for long-term or permanent water conservation, energy-efficiency improvements, and renewable retrofits.

## **BACKGROUND** (Continued)

The PACE Act authorizes municipalities and counties in Texas to work with private sector lenders and property owners to finance qualified improvements using contractual assessments voluntarily imposed on the property by the owner. In exchange for funds provided by a private lender to pay for the improvements, the property owner voluntarily requests that the local government place an assessment secured with a senior lien on the property until the assessment is paid in full.

The term of an assessment may extend up to the projected life of the improvement, which can result in utility cost savings that exceed the amount of the assessment payment. As a result, improvements financed through a PACE program may generate positive cash flow upon completion without up-front, out-of-pocket cost to the property owner.

PACE enables property owners to overcome market barriers, such as lack of access to capital and the extended time period it takes for utility savings to pay back the cost of a retrofit, which discourage investment in energy efficiency and water conservation improvements. PACE provides the property owner with upfront financing for up to 100% of the cost of a qualified improvement and allows the property owner to amortize the debt over the useful life of the improvement.

If a property is sold before the full amount of the PACE loan is repaid, the remaining repayment obligation automatically transfers to the next owner because the lien securing the PACE assessment follows the title to the property without recourse for subsequent payments on the previous owner, the lender, the City, the County, or the program administrator. Successive property owners assume the lien.

As required by the PACE Act, there are five steps that a local government must complete in order to establish a PACE program:

1. Draft and publish a report for the proposed program.
  - City staff drafted and published a report for the proposed Dallas PACE program on August 19, 2015.
2. Make the report available for public inspection.
  - The report is available for public inspection at City Hall in the Office of Economic Development (5C South) and on the website of the City of Dallas at <http://www.dallas-ecodev.org/incentives/pace/>.
3. Adopt a resolution of intent to create the proposed program.
  - On September 22, 2015, City Council authorized a resolution of intent to establish the proposed Dallas PACE program.

## **BACKGROUND** (Continued)

4. Hold a public hearing to receive comments on the proposed program.
  - On September 22, 2015, City Council authorized a public hearing to be held on October 14, 2015.
5. Adopt a resolution to create the program.
  - Before the end 2015, City staff anticipates requesting City Council authorization of a resolution to establish the Dallas PACE program.

Additionally, through a competitive procurement process, the City of Dallas intends to select a qualified third-party administrator to administer the Dallas PACE program.

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

On September 26, 2014, a memo was provided to the Quality of Life and Environment Committee.

On June 15, 2015, the Economic Development Committee was briefed regarding the creation of the PACE program for the City of Dallas.

On September 11, 2015, a memo was provided to the City Council.

On September 22, 2015, City Council authorized a public hearing to be held on October 14, 2015 to receive comments to consider the establishment of a Property Assessed Clean Energy ("PACE") program for the City of Dallas pursuant to the Property Assessed Clean Energy Act ("PACE Act"), as amended (Texas Local Government Code Chapter 399) and a resolution of intent to establish a PACE program for the City of Dallas pursuant to the PACE Act, by Resolution No. 15-1748.

## **FISCAL INFORMATION**

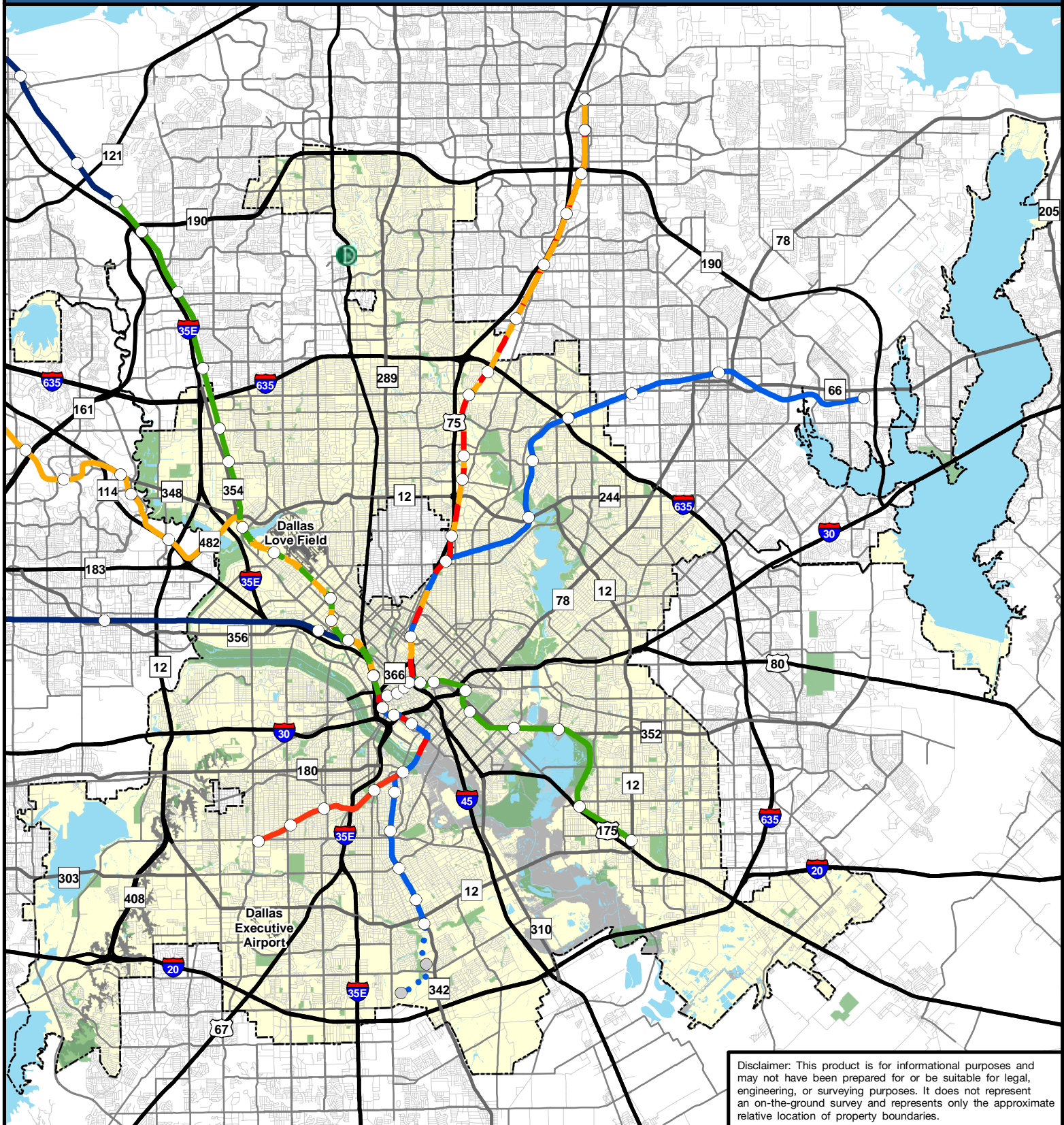
No cost consideration to the City

## **MAP**

Attached.



# Proposed City of Dallas PACE Region



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

## Legend

- Rail Station
- Future Station
- DART Red Line
- DART Blue Line
- DART Green Line
- DART Orange Line
- Commuter Rail
- DART Blue Line to UNT-Dallas (2016)
- Freeway or Tollway
- Highway
- Arterial
- Local Road
- Lakes & Rivers
- Parks
- Escarpment
- Flood Plain
- Airport
- Proposed City of Dallas PACE Region



0 1 2 4 Miles

**DALLAS  
ECONOMIC  
DEVELOPMENT**

Research & Information Division  
214.670.1685  
dallas-ecodev.org

Created 11.13.09, Last Updated 8.14.15 - PACE\_COD\_Aug14.TCG

Source: Airports - NCTCOG, 2009; All Other Data - City of Dallas, 2015



## AGENDA ITEM # 52

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 1, 2, 3, 4, 5, 6, 7, 8

**DEPARTMENT:** Housing/Community Services

**CMO:** A. C. Gonzalez, 670-3297

**MAPSCO:** 33 34 35 36 37 38 42 43 44 45 46 47 48 49 51 52 53 54 55 56  
57 58 59 61 62 63 64 65 66 67 68 69 70 71 73 74 75 76

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### SUBJECT

A public hearing to receive comments on the proposed City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan; and at the close of the public hearing, consideration of approval of the City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City

### BACKGROUND

Chapter 379C of the Texas Local Government Code (“Act”) requires that the governing body of the municipality that adopts an Urban Land Bank Demonstration Program adopt a plan annually. The plan must include: (1) a list of parcels of real property that may become eligible for sale to the land bank for development of affordable housing on such parcels in the upcoming year; (2) the municipality’s plan for affordable housing development on such parcels; (3) a list of the community housing development organizations eligible to participate in the right of first refusal provided by the Act; and (4) the sources and amounts of funding anticipated being available from the municipality for development of affordable housing. A copy of the proposed FY 2015-16 Urban Land Bank Demonstration Program Plan (“Plan”) is attached as “Exhibit A” to the resolution.

Before adopting the FY 2015-16 Plan, the City of Dallas must hold a public hearing on the proposed Plan. In accordance with the Act, the City of Dallas provided notice of the hearing to all City-certified Community Housing Development Organizations (CHDOs) and to neighborhood associations identified by the City as serving the neighborhoods in which properties anticipated to be available for sale to the land bank are located.

In addition, the City of Dallas has made copies of the proposed Plan and made available to the taxing entities and to the public as of August 27, 2015.

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

On January 28, 2004, the City Council authorized the establishment of the Dallas Housing Acquisition and Development Corporation ("DHADC") as its land bank, authorized amendments to the Articles of Incorporation and By-Laws of the DHADC, and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program, by Resolution No. 04-0458.

On August 12, 2015, the City Council approved the calling of a public hearing for the City of Dallas FY 2015-16 Urban Land Bank Demonstration Program Plan, by Resolution No. 15-1377.

On September 21, 2015, the Housing Committee was briefed regarding the Urban Land Bank Demonstration Program which will outline the process and status of the program.

Information about this item will be provided to the Housing Committee on October 5, 2015.

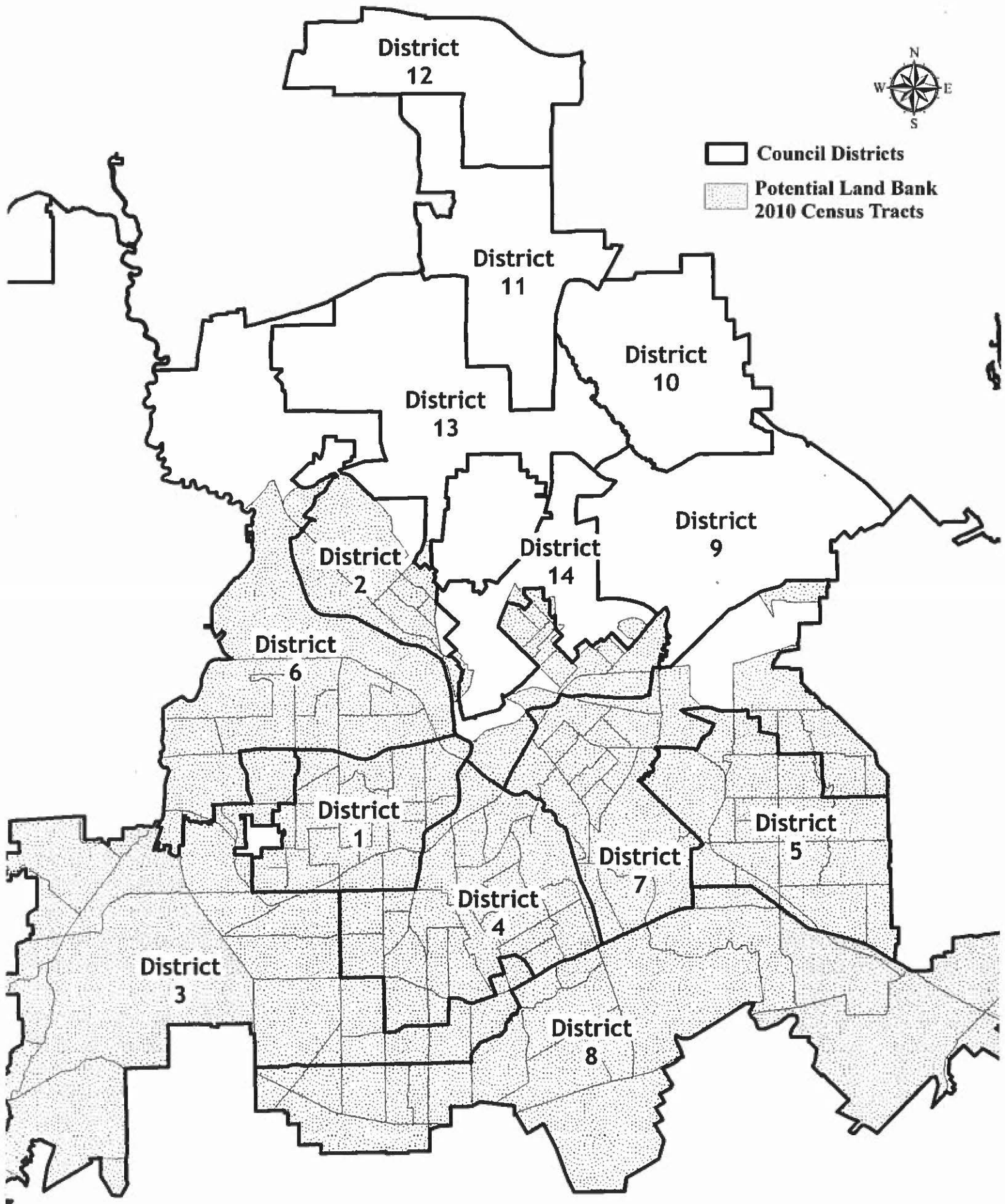
### **FISCAL INFORMATION**

No cost consideration to the City

### **MAP**

Attached

# Potential Land Bank Census Tracts 2015-2016





October 14, 2015

**WHEREAS,** the State Legislature enacted and the Governor signed the Urban Land Bank Demonstration Program Act, Chapter 379C of the Texas Local Government Code (“Act”) to enable the foreclosure of unproductive properties and sale to a land bank for the development of affordable housing; and

**WHEREAS,** on January 28, 2004, City Council authorized the establishment of the Dallas Housing Acquisition and Development Corporation (“DHADC”) as its land bank, authorized amendments to the Articles of Incorporation and By-Laws of the DHADC, and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program, by Resolution No. 04-0458; and

**WHEREAS,** the City of Dallas desires to operate an Urban Land Bank Demonstration Program during the Fiscal Year 2015-16, beginning October 1, 2015; and

**WHEREAS,** the Act requires that a municipality that has adopted an Urban Land Bank Demonstration Program hold a public hearing and adopt an Urban Land Bank Demonstration Program Plan annually; and

**WHEREAS,** a public hearing was held on October 14, 2015 for public comment on the proposed FY 2015-16 Urban Land Bank Demonstration Program Plan satisfying the requirements set forth in the Act;

**NOW THEREFORE,**

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

**Section 1.** That the FY 2015-16 Urban Land Bank Demonstration Program Plan attached as “Exhibit A” is hereby approved.

**Section 2.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

EXHIBIT A

# Urban Land Bank Demonstration Program Plan Fiscal Year 2015-16



**City of Dallas**

**Housing Department  
1500 Marilla Street  
Room 6DN  
Dallas, Texas 75201**

**October 14, 2015**

## OVERVIEW

The 2003 Texas Urban Land Bank Demonstration Act, as amended, provides an opportunity for Dallas to address the dual needs of insufficient affordable housing and older neighborhoods at risk. The Act allows the governing body of a municipality to adopt an urban land bank demonstration program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale for purposes of affordable housing development.

The governing body of a municipality that adopts an Urban Land Bank Demonstration Program must adopt a plan annually. The plan for fiscal year 2015-16 includes the following elements:

- 1) A list of the parcels of real property that may become eligible for sale to the land bank during the plan year,
- 2) An estimate of the total number of tax lawsuits to be filed to acquire land bank properties in the plan year.
- 3) The proposed sale price of the properties anticipated to be sold to “qualified participating developers” during the plan year.
- 4) A list of community housing development organizations eligible to participate in the “right of first refusal” for acquisition and development of real property sold to the land bank,
- 5) The municipality’s plan for affordable housing development on those parcels of real property, and
- 6) The sources and amounts of funding anticipated being available from the municipality for subsidies for development of affordable housing in the municipality, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted.

The City of Dallas proposes to implement a local Urban Land Bank Demonstration Program and presents this plan for implementation. Before adopting the FY 2015-16 plan, the City of Dallas will hold a public hearing on the proposed plan. The City of Dallas will provide notice of the hearing to all City certified Community Housing Development Organizations (CHDOs) and to neighborhood associations identified by the City as serving the neighborhoods in which properties anticipated to be available for sale to the land bank are located. The City of Dallas will make copies of the proposed plan available to the public not later than the 60<sup>th</sup> day before the date of the public hearing.

Following the adoption of the FY 2015-16 Urban Land Bank Demonstration Program Plan, the plan will be implemented and the annual performance reports on the plan will be available through the Housing Department no later than November 1, 2016. The performance report for the FY 2014-15 Urban Land Bank Demonstration Program Plan will be available no later than November 1, 2015.

## **CITY OF DALLAS' FY 2015-16 URBAN LAND BANK DEMONSTRATION PROGRAM PLAN**

### **Parcels of Property**

The objective of the City of Dallas' Urban Land Bank Demonstration Program is to acquire unproductive, vacant, and developable lots and lots improved with abandoned, vacant and uninhabitable houses to be "banked" by the Dallas Housing Acquisition and Development Corporation (the "Land Bank") for affordable housing or ~~grocery store~~ other commercial development. The acquisition of these lots will enable new single-family homeowner development on the lots to house low and moderate income households and stabilize distressed communities. The lots may also contain the rental housing units above a retail/commercial/office development for rent to low and moderate income tenants. This initiative will be implemented by means of the tax foreclosure process for properties with five years or more of delinquent property taxes.

The City has identified parcels of real property that may become available for sale to the Land Bank during the fiscal year beginning October 1, 2015 (see Attachment C). The considerations for parcel identification included vacant residential/commercial properties with at least five years or more of delinquent property taxes (reported from Dallas County). Priority is given to properties located in: 1) neighborhoods designated within the City of Dallas Neighborhood Investment Program, 2) neighborhoods with active Community Housing Development Organization projects, and 3) other neighborhoods identified by the City as being in need of new housing/~~grocery store~~ commercial development. The parcels listed will follow a process of review to determine suitability for housing development before moving forward to tax foreclosure and possible land banking. This is a list of potential properties for the Land Bank. Up to 100 parcels from Attachment D that were previously referred for tax foreclosure will be resubmitted and at least 100 parcels of property from the attached list will be referred for tax foreclosure by the Land Bank during the 2015-16 fiscal year.

Notwithstanding any other right of first refusal granted under Texas Local Government Code ("Code") Chapter 379C, if the Land Bank determines that a property acquired by the Land Bank is not appropriate for residential development, the Land Bank first shall offer the property for sale to an eligible adjacent property owner for the lower of the fair market value for the property as determined by the appraisal district in which the property is located or the sales price recorded in the annual plan, i.e., the amount for which the property would be sold to a "qualified participating developer", calculated as shown on page 5 of this annual plan. An "eligible adjacent property owner" means a person who owns property located adjacent to property owned by the Land Bank and satisfies eligibility requirements adopted by the Land Bank. An adjacent property owner that purchases property under this section may not lease, sell, or transfer that property to another person before the third anniversary of the date the adjacent property owner purchased that property from the Land Bank, unless the Land Bank adopts a policy permitting the transfer of the property to a family



member of the eligible adjacent property owner or occurs as a result of the death of the eligible adjacent property owner.

### **Additional Use of Land Bank Property**

The Land Bank may also acquire and sell property to a developer property intended for commercial use. ~~to allow the construction of a grocery store that has at least 6,000 square feet of enclosed space and that offers for sale fresh produce and other food items for home consumption. A developer is not required to be a qualified participating developer but must obtain the City's approval of a development plan for the Land Bank property.~~

### **Qualified Participating Developer**

In order to be designated as a Qualified Participating Developer under Section 379C.005 of the Code and participate in the Urban Land Bank Demonstration Program, a developer must: (1) have built one or more housing units within the three-year period preceding the submission of a proposal to the Land Bank seeking to acquire real property from the Land Bank; (2) have a development plan approved by the City for the Land Bank property; and (3) demonstrate ability to develop, within a three-year period, its inventory of residential lots acquired through City of Dallas operated or assisted programs including proposed Land Bank property to be acquired.

### **Community Housing Development Organizations**

An organization which meets the definition of a Community Housing Development Organization (CHDO), under 24 CFR 92.2 and is certified by the City of Dallas as such, may be a “qualified organization” under Section 379C.011 of the Code. Only “qualified organizations” as defined in the Code may engage in the “right of first refusal” for this program.

A listing of those CHDOs that may be eligible for the “Right of First Refusal” is available as Attachment A. In order to engage in the “right of first refusal” on the acquisition of a property from the Land Bank, the CHDO must also have the following to be considered a “qualified organization”:

1. Contain within its designated geographical boundaries of operation, as set forth in its application for certification filed with and approved by the City, a portion of the property that the Land Bank is offering for sale,
2. Built at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building codes within the preceding two-year period of the date the property becomes available for purchase through the Land Bank and within the organization's designated geographical boundaries of operation, and

3. Built or rehabilitated housing units (within the preceding two-year period) within a one-half mile radius of the offered parcel.

Code Section 379C.011 explains the elements of the “Right of First Refusal” for “qualified organizations.” The City of Dallas and Land Bank will apply the following points to this process:

1. Written notice will be provided to the “qualified organizations” for the offering;
2. The time period for “right of first refusal” will be six (6) months from the date of the deed of conveyance of the property to the Land Bank;
3. During this six-month period, the Land Bank may not sell the property to a qualified participating developer other than a qualified organization (If all qualified organizations eligible to exercise the right of first refusal for that property notify the Land Bank that they are declining to exercise their right of first refusal during the 6 month period or if an offer to purchase the property is not received from a qualified organization during the 6 month period, the Land Bank may sell the property to any other qualified developer at the same price that the Land Bank offered the property to the qualified organization);
4. After the period for the “right of first refusal” expires, the subject property will be offered to a “qualified participating developer” as defined in the Code (a “qualified participating developer” is defined as a developer who has built one or more housing units within the three-year period preceding the submission of a proposal to the Land Bank and has a development plan approved by the City for the Land Bank property);
5. At the discretion of the Land Bank and consistent with the City approved development plan, the subject parcel may be held for up to twelve (12) additional months by the Land Bank once an offer has been received and accepted from a “qualified organization or “qualified participating developer”;
6. If more than one “qualified organization” expresses an interest in exercising its “right of first refusal,” the organization that has designated the most geographically compact area encompassing a portion of the property shall be given priority; and
7. There will be no requirements for the Land Bank to give “right of first refusal” for “qualified organizations” if the subject property has reverted to the Land Bank after going through this entire process.
8. The “right of first refusal” applies only to properties acquired under the State Code for the Urban Land Bank Demonstration Program. There is no “right of first refusal” for properties acquired by the City or its Land Bank through other City programs or initiatives. The CHDO “right of first refusal” is subject to the “right of first refusal” to an eligible adjacent property owner as provided in Code Section 379C.0106.

## **City of Dallas Plan for Affordable Housing Development**

Based on 2010 census data, the population of the City of Dallas has grown by 9,236 since 2000. The City of Dallas has identified high priority needs in the availability and affordability of housing. One main concern is the low rate of 44.1% for homeownership in Dallas compared to the national average of 66.9%.

In order to achieve a 50% homeownership rate goal, approximately 27,000 single-family units would have to be created. The priority for the City of Dallas is not only to create single-family homes but also to make them affordable. The definition of an affordable homeownership unit is one in which a household with income of 115% or less of area median family income can obtain financing to purchase the home.

The creation of housing for families at 80% or below of median family income is a priority for the City of Dallas and this Urban Land Bank Demonstration Program. Additionally, at least 25% of the Land Bank properties must be deed restricted for sale to households with gross household incomes not greater than 60% of the area median family income adjusted for household size; and not more than 30% of those Land Bank properties may be deed restricted for sale to households with gross household incomes greater than 80% of the area median family income, adjusted for household size. In addition, a lease-purchase option may be used with the understanding that the purchaser must close on the house within twelve months from the date the lease-purchase begins. The tremendous need for housing in Dallas will also allow the City to take advantage of opportunities to leverage private and public funding for mixed income developments.

The City of Dallas intends to continue implementation of the Urban Land Bank Demonstration Program to produce affordable housing. Attachment D identifies the list of 2386 properties the Land Bank has referred for tax foreclosure under the FY 2003-04, FY 2004-05, FY 2005-06, FY 2006-07, FY 2007-08, FY 2008-09, FY 2009-10, FY 2010-11, FY 2011-12, FY 2012-13, FY 2013-14 and FY 2014-15 Plans. In the event any properties are removed from Attachment D, an equal number of qualified lots may be substituted. The City of Dallas intends to sell up to 200 properties in FY 2015-16 to “qualified organizations” and “qualified participating developers” for affordable housing development under this program. Subject parcels will first be offered for sale in FY 2015-16 to “qualified organizations” at a price of \$1,000.00 for the first 7,500 square feet of land plus another \$1,000.00 for each additional developable adjacent lot included in the parcel subject to budget allowances and Land Bank Board approval and to “qualified participating developers” at a price of \$5,000.00 for the first 7,500 square feet of land plus another \$5,000.00 for each additional developable adjacent lot included in the parcel plus any regulatory and contractual costs, including but not limited to environmental testing, maintenance, post foreclosure property taxes and replatting, required for the Land Bank to acquire and sell developable properties. In 2010, the Land Bank acquired 112 lots using Neighborhood Stabilization Program (NSP) funds. These lots were not acquired under the state statute and will fall under the applicable NSP rules and

regulations. All properties will be deed restricted. Properties to be developed for homeownership will remain deed restricted until construction is complete and sale of the affordable unit occurs.

All parcels will be conveyed with a right of reverter so that if the “qualified participating developer” does not apply for a construction permit and close on any construction financing within the three-year period following the date of the conveyance of the property from the Land Bank to the “qualified participating developer,” the property will revert to the Land Bank for subsequent resale to another “qualified participating developer” or conveyance to the taxing units who were parties to the judgment for disposition as otherwise allowed under the law. If a property is not sold within four (4) years to a “qualified organization” or a “qualified participating developer,” the property will be transferred from the Land Bank to the taxing units who were parties to the judgment for disposition as otherwise allowed under the law. A property may be transferred to the taxing units before completion of the four-year period if the Land Bank determines that the property is not appropriate for residential or ~~grocery store~~ commercial development. The Land Bank may also sell property to a political subdivision or a nonprofit organization before completion of the four-year period.

The DHADC may permit a qualified participating developer to exchange a property purchased from the Land Bank with any other property owned by the developer if the developer agrees to construct on the other property affordable housing for low income households as provided in this plan and state law and the other property is located in a planned development incorporating the property originally purchased from the Land Bank or another location as approved by the Land Bank. The Land Bank shall adjust the Deed Restrictions under Texas Local Government Code Section 379C.010 for each of the properties exchanged by the developer under this section.

The Land Bank may sell two adjacent properties that are owned by the Land Bank to a “qualified participating developer” if at least one of the properties is appropriate for residential development and the developer agrees to replat the two adjacent properties as one property that is appropriate for residential development.

### **Supportive Funding**

Attachment B reflects the sources and amounts for funding anticipated to be available from the City for subsidies for development of affordable housing in the City of Dallas, including money specifically available for housing developed under this program, as approved by the City Council of the City of Dallas at the time of adoption of this plan.

**ATTACHMENT A**  
**COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS**  
**RE-CERTIFICATION LIST FOR FY 2014-15**  
*Updated – 7/6/15*

<b>CHDO</b>	<b>GEOGRAPHIC BOUNDARIES</b>	<b>DATE CERTIFIED</b>
<b>Builders of Hope CDC</b> 7920 Elmbrook Drive, Suite 103 Dallas, Texas 75247 Office (214) 920-9850 Fax (214) 630-5155 Norman Henry, President Damon Polk, COO	West Dallas - Sylvan Avenue on the East; Trinity River on the North; IH-30 on the South; Loop 12 (Walton Walker Blvd.) on the West	12/15/1999
<b>City Wide Community Development Corp.</b> 3730 S. Lancaster Rd., Suite 110 Dallas, Texas 75216 Office (214) 371-0888 Fax (214) 371-0887 Sherman Roberts, President	City-wide	5/21/2007
<b>East Dallas Community Organization</b> 4210 Junius St., Suite 5 <sup>th</sup> Floor Dallas, Texas 75246 Office (214) 515-9779 Fax (214) 826-1966 Gerald Carlton, Chief Operating Officer Rick Guerrero, Director of Operations Jesse A. Banda, Homebuyer Consultant	City-wide	10/09/1997
<b>South Dallas/Fair Park Innercity Community Development Corporation</b> 4907 Spring Ave. Dallas, Texas 75210 Office (214) 915-9900 Fax (214) 915-9909 Diane Ragsdale, Managing Director	South Dallas/Fair Park including Zip Codes 75210 & 75215 and Census Tracts 27.01, 27.02, 28, 29, 35, 36, 37, 38, 39.01 & 39.02	8/17/1992
<b>SouthFair Community Development Corporation</b> 2610 Martin Luther King Blvd. Dallas, Texas 75215 Office (214) 421-1363 Fax (214) 421-1364 Annie Jones Evans, Executive Director	Martin Luther King Jr. Blvd. on the South; Good-Latimer on the West; Dart Green Line on the North; Robert B. Cullum Blvd. on the East	02/03/1994

**ATTACHMENT B**  
**ASSISTANCE PROGRAM**

**City of Dallas Housing Department  
Anticipated FY 2015-16 Assistance Programs**

The City of Dallas is required to include in its Urban Land Bank Demonstration Program Plan the sources and amounts of funding anticipated to be available from the City for development of affordable housing in Dallas, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted. This Plan is proposed for City Council adoption on October 14, 2015.

**HOME PURCHASE ASSISTANCE**

**Mortgage Assistance Program**

FY 2013-14 Actual	\$2,100,000
FY 2014-15 Actual	\$2,100,000
FY 2015-16 Proposed	\$2,100,000

Provides deferred payment loans to low-mod-income homebuyers for down payment, closing costs and principle reduction up to \$20,000 for new construction and up to \$8,500 for existing homes. (214-670-3954)

**HOUSING DEVELOPMENT ASSISTANCE**

**Residential Development Acquisition Loan Program**

FY 2013-14 Actual	None
FY 2014-15 Actual	None
FY 2015-16 Proposed	None

Provides funds for the acquisition of property for development of housing for low-income households. (214-670-3601)



## **Community Housing Development Organization Program**

FY 2013-14 Actual	\$1,225,000
FY 2014-15 Actual	\$1,000,000
FY 2015-16 Proposed	\$1,000,000

Provides operating assistance grants and both pre-development and development loans to nonprofit City-certified Community Housing Development Organizations (CHDOs) developing affordable housing for low-income households. Development funding may be used for property acquisition and housing acquisition, rehabilitation and/or new construction. (214-670-3601)

## **Community Based Development Organization Program**

FY 2013-14 Actual	\$119,000
FY 2014-15 Actual	None
FY 2015-16 Proposed	None

Provides vertical construction loans to Community Based Development Organizations. (214-670-3601)

## **Economic Development GO Bond Program for Southern Dallas**

FY 2013-14 Actual	None
FY 2014-15 Actual	None
FY 2015-16 Proposed	None

Provides funding to promote economic development in the Southern area of the City and transit oriented development throughout the City. The funds can be used for acquisition, demolition, planning, design, construction, as well as, public streets and utilities. This includes providing funding for mixed-income residential in the Southern sector or mixed-use transit oriented development throughout the City. (214-670-3633)

## **Housing Development Loan Program**

FY 2013-14 Actual	\$1,621,189
FY 2014-15 Actual	\$1,977,078
FY 2015-16 Proposed	\$1,348,807

Provides private and non-profit organizations with loans/grants for the development of permanent supportive housing and senior housing including but not limited to pre-development costs, development costs, construction subsidies, relocation costs, demolition costs, acquisition costs, related acquisition costs and rental rehabilitation. (214-670-3601)

## **Dallas Housing Finance Corporation Multifamily Program**

Funding subject to availability of bond proceeds

Provides financing through issuance of tax-exempt mortgage revenue bonds for new construction of multifamily housing for low- and moderate-income households. (214-671-8266)

**ATTACHMENT C**  
**FY 2015-16 LAND BANK PLAN**

204	E	10TH	1720	E	11TH	2433	52ND
401	E	10TH	1825	E	11TH	2436	52ND
424	W	10TH	722	W	12TH	2522	52ND
912	E	10TH	901	W	12TH	2612	52ND
1024	E	10TH	917	E	12TH	2633	52ND
1027	E	10TH	409	E	12TH	2641	52ND
1102	E	10TH	911		18TH	2705	52ND
1124	E	10TH	2714		1ST	2727	52ND
1214	E	10TH	4216		1ST	2630	52ND
1221	E	10TH	4208		1ST	2746	52ND
1300	E	10TH	4210		1ST	618	E 5TH
1308	E	10TH	4224		1ST	817	E 6TH
1107	E	10TH	4226		1ST	918	W 7TH
1031	E	11TH	2304		2ND	115	W 8TH
1823	E	11TH	4230		2ND	406	E 8TH
2410	E	11TH	5366		2ND	513	E 8TH
1125	E	11TH	2008		3RD	521	E 8TH
1624	E	11TH	2436		51ST	1922	E 8TH
1700	E	11TH	2506		51ST	1930	E 8TH
1716	E	11TH	2611		51ST	2934	W 9TH
110	S	ACRES	2847		ALABAMA	3036	ALASKA
111	N	ACRES	2900		ALABAMA	3123	ALASKA
116	N	ACRES	2919		ALABAMA	403	ALBRIGHT
230	S	ACRES	2926		ALABAMA	405	ALBRIGHT
350	N	ACRES	2935		ALABAMA	410	ALBRIGHT
1439		ADELAIDE	2939		ALABAMA	414	ALBRIGHT
1535		ADELAIDE	3014		ALABAMA	415	ALBRIGHT
1818		ADELAIDE	3038		ALABAMA	421	ALCALDE
3907		AGNES	3042		ALABAMA	2902	ALEX
4002		AGNES	3102		ALABAMA	2907	ALEX
2210		AKRON ST	2541		ALAMAIN	2911	ALEX
1823		ALABAMA	2715		ALAMAIN	2914	ALEX
2119		ALABAMA	2723		ALAMAIN	2927	ALEX
2200		ALABAMA	2739		ALAMAIN	2055	ALHAMBRA
2206		ALABAMA	2747		ALAMAIN	1010	ALLEN
2210		ALABAMA	1514		ALASKA	4004	ALSBURY
2214		ALABAMA	1631		ALASKA	13	ALTO GARDEN
2218		ALABAMA	1706		ALASKA	1325	AMOS
2222		ALABAMA	2006		ALASKA	1333	AMOS
2226		ALABAMA	2402		ALASKA	1340	AMOS
2404		ALABAMA	2720		ALASKA	2212	ANDERSON
2412		ALABAMA	2730		ALASKA	2223	ANDERSON
2423		ALABAMA	2814		ALASKA	2227	ANDERSON
2705		ALABAMA	2914		ALASKA	2229	ANDERSON
2722		ALABAMA	2927		ALASKA	2234	ANDERSON

2831	ALABAMA	2931	ALASKA	2239	ANDERSON
2835	ALABAMA	2946	ALASKA	2241	ANDERSON
2243	ANDERSON	3922	ARANSAS	3208	ATLANTA
2251	ANDERSON	4114	ARANSAS	3619	ATLANTA
2302	ANDERSON	2111	ARDEN RD	3905	ATLANTA
2402	ANDERSON	2117	AREBA	3942	ATLANTA
2414	ANDERSON	1711	ARIZONA	3938	ATLANTA
2600	ANDERSON	1918	ARIZONA	3943	ATLANTA
2629	ANDERSON	2021	ARIZONA	1833	ATLAS
2710	ANDERSON	2201	ARIZONA	5141	AUDREY
2715	ANDERSON	2209	ARIZONA	5301	AUDREY
1815	ANGELINA	2221	ARIZONA	1906	AUTUMN MEADOW
1955	ANGELINA	2227	ARIZONA	3912	AVANT
2017	ANGELINA	2420	ARIZONA	407	AVE A
2024	ANGELINA	2430	ARIZONA	409	AVE A
2037	ANGELINA	2606	ARIZONA	415	AVE A
2914	ANGELINA	2609	ARIZONA	1619	AVE B
9414	ANGELUS	2610	ARIZONA	1703	AVE B
9422	ANGELUS	2618	ARIZONA	1710	AVE B
9430	ANGELUS	2642	ARIZONA	1727	AVE B
713	ANGUS	2716	ARIZONA	1731	AVE B
717	ANGUS	2814	ARIZONA	1	AVE D
1503	E ANN ARBOR	2839	ARIZONA	423	AVE E
1514	E ANN ARBOR	2914	ARIZONA	426	AVE E
1522	E ANN ARBOR	3018	ARIZONA	444	AVE E
1719	E ANN ARBOR	3031	ARIZONA	319	AVE F
1955	E ANN ARBOR	3035	ARIZONA	351	AVE F
1961	E ANN ARBOR	3047	ARIZONA	418	AVE F
1965	E ANN ARBOR	3328	ARIZONA	323	AVE G
2107	E ANN ARBOR	8218	ARLENE	327	AVE G
2143	E ANN ARBOR	5511	ARLINGTON PARK	419	AVE H
2207	E ANN ARBOR	3732	ARMOR	516	AVE H
2211	E ANN ARBOR	3734	ARMOR	402	AVE J
2215	E ANN ARBOR	3736	ARMOR	403	AVE J
2219	E ANN ARBOR	3738	ARMOR	405	AVE L
2251	E ANN ARBOR	3742	ARMOR	410	AVE L
2323	E ANN ARBOR	5	ARMY	419	AVE L
2407	E ANN ARBOR	20	ARMY	3962	AVOCADO
2504	E ANN ARBOR	21	ARMY	4202	AZTEC
2516	E ANN ARBOR	22	ARMY	4208	AZTEC
2723	E ANN ARBOR	23	ARMY	4212	AZTEC
2773	E ANN ARBOR	1614	ARROW	4249	AZTEC
654	ANNAROSE	4504	ASH	4306	AZTEC
710	ANNAROSE	4526	ASH	4311	AZTEC
2111	ANNEX	5407	ASH	4118	BABCOCK

803		APACHE	9566		ASH CREEK	1305		BADEN
3725		ARANSAS	1		ASHWOOD	1315		BADEN
3814		ARANSAS	2		ASHWOOD	1322		BADEN
3826		ARANSAS	600		ASPENDALE	1330		BADEN
1336		BADEN	1121		BAYONNE	3712		BEDFORD
118	S	BAGLEY	1836		BAYSIDE	5238		BEEMAN
400	N	BAGLEY	1847		BAYSIDE	1100	S	BELTLINE
403	N	BAGLEY	2019		BAYSIDE	3200	S	BELTLINE
1042	N	BAGLEY	605	S	BEACON	4231	S	BELTLINE
4019		BAKER	3313		BEALL	4233	S	BELTLINE
3916		BALCH	3326		BEALL	2058		BEN HUR
3914		BALCH DR	3327		BEALL	2065		BEN HUR
4503		BALDWIN	3330		BEALL	2070		BEN HUR
4727		BALDWIN	3322		BEALL	2122		BEN HUR
4731		BALDWIN	8119		BEARDEN	2158		BEN HUR
4811		BALDWIN	3023		BEAUCHAMP	2164		BEN HUR
4819		BALDWIN	3066		BEAUCHAMP	2176		BEN HUR
4819		BALDWIN	3300		BEAUCHAMP	2182		BEN HUR
4806		BALDWIN	3302		BEAUCHAMP	2222		BEN HUR
4161		BALL	3421		BEAUCHAMP	7041		BENNING
4134		BALL	1534		BEAUFORD	2726		BENROCK
710		BANK	1553		BEAUFORD	2730		BENROCK
1114		BANK	1577		BEAUFORD	2731		BENROCK
1419		BANK	1643		BEAUFORD	2806		BENROCK
1430		BANK	1737		BEAUFORD	2807		BENROCK
1500		BANK	1739		BEAUFORD	2815		BENROCK
1515		BANK	1819		BEAUFORD	2823		BENROCK
1516		BANK	1821		BEAUFORD	2830		BENROCK
71		BANKS	12402		BEAUFORD	2906		BENROCK
78		BANKS	1409		BEAUMONT	2907		BENROCK
140		BANKS	707	N	BECKLEY	2918		BENROCK
145		BANKS	719	N	BECKLEY	2934		BENROCK
1615		BANNOCK	735	N	BECKLEY	2938		BENROCK
1635		BANNOCK	828	N	BECKLEY	2946		BENROCK
1641		BANNOCK	918	S	BECKLEY	2947		BENROCK
1625		BANNOCK	1512	S	BECKLEY	2954		BENROCK
1710		BANNOCK	2938	S	BECKLEY	2955		BENROCK
5135		BARBER	3042	S	BECKLEY	2963		BENROCK
5213		BARBER	3206	S	BECKLEY	2962		BENROCK
2619		BARLOW	3302	S	BECKLEY	9350		BERMUDA
2623		BARLOW	912	S	BECKLEY	3401		BERNAL
2709		BARLOW	8924		BECKLEYCREST	3427		BERNAL
2717		BARLOW	9116		BECKLEYCREST	5518		BERNAL
3301		BARNARD	9421		BECKLEYCREST	5704		BERNAL
5500		BARREE	9224		BECKLEYVIEW	5708		BERNAL
5634		BARREE	9228		BECKLEYVIEW	5726		BERNAL
5734		BARREE	9228		BECKLEYVIEW	3439		BERNAL

1449	BARRY	9421	BECKLEYCREST	5726	BERNAL
805	BAYONNE	9224	BECKLEYVIEW	3614	BERTRAND
811	BAYONNE	9228	BECKLEYVIEW	3723	BERTRAND
818	BAYONNE	9228	BECKLEYVIEW	4306	BERTRAND
916	BAYONNE	209	BECKLEYWOOD	2026	BERWICK
1115	BAYONNE	336	BECKLEYWOOD	534	BETHPAGE
2026	BERWICK	4002	BIGLOW	5635	BON AIR
534	BETHPAGE	4006	BIGLOW	5643	BON AIR
630	BETHPAGE	4151	BIGLOW	5647	BON AIR
634	BETHPAGE	4155	BIGLOW	5663	BON AIR
707	BETHPAGE	4159	BIGLOW	5707	BON AIR
714	BETHPAGE	4175	BIGLOW	5711	BON AIR
2210	BETHURUM	4207	BIGLOW	5714	BON AIR
2214	BETHURUM	4214	BIGLOW	5731	BON AIR
2216	BETHURUM	4218	BIGLOW	5735	BON AIR
2302	BETHURUM	4231	BIGLOW	5739	BON AIR
2311	BETHURUM	4019	BIGLOW	1240	N BOND
2316	BETHURUM	3126	BILL HARROD	1252	N BOND
2743	BETHURUM	2615	BIRDSONG	315	BONNIE VIEW
845	BETTERTON	2401	BIRMINGHAM	327	BONNIE VIEW
900	BETTERTON	2408	BIRMINGHAM	332	BONNIE VIEW
903	BETTERTON	2501	BIRMINGHAM	345	BONNIE VIEW
1015	BETTERTON	2521	BIRMINGHAM	349	BONNIE VIEW
1101	BETTERTON	2700	BIRMINGHAM	405	BONNIE VIEW
1105	BETTERTON	2825	BIRMINGHAM	417	BONNIE VIEW
1112	BETTERTON	2901	BIRMINGHAM	426	BONNIE VIEW
1131	BETTERTON	2909	BIRMINGHAM	431	BONNIE VIEW
1139	BETTERTON	2931	BIRMINGHAM	434	BONNIE VIEW
5414	BEXAR	3020	BIRMINGHAM	440	BONNIE VIEW
6004	BEXAR	3021	BIRMINGHAM	1529	BONNIE VIEW
6018	BEXAR	3025	BIRMINGHAM	2202	BONNIE VIEW
6022	BEXAR	3034	BIRMINGHAM	2210	BONNIE VIEW
6520	BEXAR	3118	BIRMINGHAM	2214	BONNIE VIEW
6526	BEXAR	3119	BIRMINGHAM	2304	BONNIE VIEW
6702	BEXAR	3725	BLACK OAK	2538	BONNIE VIEW
6812	BEXAR	1210	BLISS	3704	BONNIE VIEW
6812	BEXAR	1214	BLISS	3815	BONNIE VIEW
6915	BEXAR	1218	BLISS	3921	BONNIE VIEW
6919	BEXAR	1222	BLISS	4114	BONNIE VIEW
7011	BEXAR	1308	BLISS	4310	BONNIE VIEW
7013	BEXAR	1314	BLISS	4431	BONNIE VIEW
1518	BICKERS	1318	BLISS	5261	BONNIE VIEW
1711	BICKERS	1022	BLUEBERRY	5603	BONNIE VIEW
1719	BICKERS	9025	BLUECREST	3508	BOOKER
1823	BICKERS	9211	BLUECREST	3515	BOOKER
1910	BICKERS	5868	BLUFFMAN	3516	BOOKER
1930	BICKERS	6002	BLUNTER	3339	BORGER

3423	BICKERS	6006	BLUNTER	3426	BORGER
3634	BICKERS	6007	BLUNTER	3434	BORGER
3638	BICKERS	6014	BLUNTER	3603	BORGER
3642	BICKERS	400	BOBBIE	1219	BOSWELL
3702	BICKERS	402	BOBBIE	1220	BOSWELL
3706	BICKERS	416	BOBBIE	1222	BOSWELL
3724	BICKERS	417	BOBBIE	6623	BOULDER
3317	BIGLOW	8329	BOHANNON	2020	BOURBON
5011	BOURQUIN	2914	BRITTON	7545	BUFORD
5104	BOURQUIN	2914	BRITTON	709	BUICK
5140	BOURQUIN	1031	BROADVIEW	115	BUNCHE
5144	BOURQUIN	1116	BROCK	125	BUNCHE
5213	BOURQUIN	1120	BROCK	126	BUNCHE
5415	BOURQUIN	1121	BROCK	224	BUNCHE
5424	BOURQUIN	1123	BROCK	2606	BURGER
4711	BOWLING	4923	BRONX	2610	BURGER
4828	BOXWOOD	1519	BROOKHAVEN	2626	BURGER
2710	BOYNTON	2119	BROOKHAVEN	2818	BURGER
2718	BOYNTON	2627	W BROOKLYN	2711	BURGER
1044	BRADFIELD	2858	W BROOKLYN	1004	BURLINGTON
4507	BRADSHAW	823	BROOKWOOD	1515	BURLINGTON
3216	BRANDON	912	BROOKWOOD	2310	BURLINGTON
4814	BRASHEAR	917	BROOKWOOD	4516	BURMA
4818	BRASHEAR	923	BROOKWOOD	4532	BURMA
4822	BRASHEAR	929	BROOKWOOD	4536	BURMA
4930	BRASHEAR	936	BROOKWOOD	4540	BURMA
4826	BRASHEAR	2007	BROWDER	4628	BURMA
4827	BRASHEAR	2009	BROWDER	4635	BURMA
1429	BRIAR CLIFF	408	E BROWNLEE	4640	BURMA
1544	BRIAR CLIFF	515	E BROWNLEE	4704	BURMA
414	BRIDGES	7720	BROWNSVILLE	4726	BURMA
6816	BRIERFIELD	7721	BROWNSVILLE	4741	BURMA
7005	BRIERFIELD	7724	BROWNSVILLE	4744	BURMA
2814	BRIGHAM	7727	BROWNSVILLE	4745	BURMA
2908	BRIGHAM	7732	BROWNSVILLE	4815	BURMA
2916	BRIGHAM	7735	BROWNSVILLE	4830	BURNSIDE
2920	BRIGHAM	7743	BROWNSVILLE	4914	BURNSIDE
2708	BRIGHAM	7807	BROWNSVILLE	5114	BURNSIDE
2807	BRIGHAM	7808	BROWNSVILLE	5154	BURNSIDE
2838	BRIGHAM	7820	BROWNSVILLE	555	BURRELL
2924	BRIGHAM	9529	BROWNWOOD	561	W BURRELL
2736	BRIGHAM	4015	BRUNDRETTE	9800	C F HAWN
700	S BRIGHTON	4018	BRUNDRETTE	10100	C F HAWN
1137	S BRIGHTON	4022	BRUNDRETTE	13800	C F HAWN
8823	BRILEY	254	N BRYAN CIR	14000	C F HAWN



2330	BRITTON	202	N	BRYAN CIR	6010	C F HAWN
2416	BRITTON	248	N	BRYAN PL	4510	C.L. VEASEY
2519	BRITTON	250	N	BRYAN WAY	4710	C.L. VEASEY
2526	BRITTON	9999	N	BUCKNER	2419	CADILLAC
2610	BRITTON	2199		BUCKSKIN CIR	2422	CADILLAC
2631	BRITTON	2313		BUDD	1521	CALDWELL
2633	BRITTON	2418		BUDD	1530	CALDWELL
2715	BRITTON	2422		BUDD	1536	CALDWELL
2822	BRITTON	15319		BUDEUDY	1542	CALDWELL
2903	BRITTON	15323		BUDEUDY	1554	CALDWELL
1613	CALDWELL	4235		CANAL	2617	CARPENTER
1615	CALDWELL	4317		CANAL	2621	CARPENTER
1618	CALDWELL	4319		CANAL	2633	CARPENTER
1614	CALDWELL	4322		CANAL	2707	CARPENTER
1534	CALDWELL	4419		CANAL	2719	CARPENTER
1425	CALDWELL	4511		CANAL	3006	CARPENTER
1423	CALDWELL	4611		CANAL	3711	CARPENTER
3332	CALHOUN	4615		CANAL	3715	CARPENTER
3431	CALHOUN	2840		CANARY	3801	CARPENTER
3502	CALHOUN	1829		CANELO	4006	CARPENTER
3506	CALHOUN	213	E	CANTY	4211	CARPENTER
9725	CALLE DEL ORO	1614		CANYON	4226	CARPENTER
1920	CALYPSO	2012		CANYON	2800	CARTER
2008	CALYPSO	2016		CANYON	2806	CARTER
2020	CALYPSO	7724		CARBONDALE	2818	CARTER
2038	CALYPSO	7728		CARBONDALE	5807	CARY
2058	CALYPSO	7824		CARBONDALE	5815	CARY
2612	CAMEL	8110		CARBONDALE	5817	CARY
2627	CAMEL	8450		CARBONDALE	413	CASCADA
2630	CAMEL	7816		CARBONDALE	10534	CASTLEROCK
2631	CAMEL	7832		CARBONDALE	3706	CAUTHORN
2634	CAMEL	4201		CARDINAL	3824	CAUTHORN
2706	CAMEL	4205		CARDINAL	3907	CAUTHORN
2708	CAMEL	4221		CARDINAL	3614	CAUTHORN
2710	CAMEL	4229		CARDINAL	3718	CAUTHORN
2732	CAMEL	4310		CARDINAL	2229	CEDAR CREST
2736	CAMEL	4410		CARDINAL	2237	CEDAR CREST
2741	CAMEL	4309		CARDINAL	2322	CEDAR CREST
2743	CAMEL	3201		CARL	2536	CEDAR CREST
2510	CAMEL	3709		CARL	2536	CEDAR CREST
2611	CAMEL	3802		CARL	3303	CEDAR LAKE
6218	CANAAN	4214		CARL	1421	CEDAR OAKS
1505	CANADA	4230		CARL	1427	CEDAR OAKS
1902	CANADA	4231		CARL	5405	CEDAR RIDGE
3018	CANADA	4245		CARL	4571	CEDARDALE

3511	CANADA	5800	CARLTON GARRETT	4736		CEDARDALE
3523	CANADA	5814	CARLTON GARRETT	4820		CEDARDALE
3845	CANADA	5902	CARLTON GARRETT	3711	S	CENTRAL
3931	CANADA	5908	CARLTON GARRETT	3713	S	CENTRAL
4023	CANADA	5914	CARLTON GARRETT	3717	S	CENTRAL
4643	CANADA	6200	CARLTON GARRETT	3741	S	CENTRAL
3837	CANADA	6205	CARLTON GARRETT	7615	S	CENTRAL EXPY
4425	CANADA	6207	CARLTON GARRETT	2103		CHALK HILL
4429	CANADA	6212	CARLTON GARRETT	2123		CHALK HILL
4443	CANADA	6306	CARLTON GARRETT	2623		CHALK HILL
4007	CANAL	6307	CARLTON GARRETT	2		CHAMBLIN
4233	CANAL	6310	CARLTON GARRETT	2711		CHARBA
1204	CHARLOTTE	3610	CHICAGO	1204		CLAUDE
1205	CHARLOTTE	2818	CHICAGO	1209		CLAUDE
1302	CHARLOTTE	2902	CHICAGO	1222		CLAUDE
1332	CHARLOTTE	2797	CHIESA RD	1229		CLAUDE
5910	CHELSEA	3314	CHIHUAHUA	1432		CLAUDIA
5918	CHELSEA	3400	CHIHUAHUA	810		CLEARFIELD
5922	CHELSEA	3429	CHIHUAHUA	944		CLEARFIELD
5934	CHELSEA	3438	CHIHUAHUA	2563		CLEARVIEW
5935	CHELSEA	3502	CHIHUAHUA	401		CLEAVES
5941	CHELSEA	3407	CHIHUAHUA	419		CLEAVES
5945	CHELSEA	2709	CHILDS	437		CLEAVES
6003	CHELSEA	5308	CHIPPEWA	438		CLEAVES
6006	CHELSEA	2723	CHOICE	439		CLEAVES
4346	CHERBOURG	2402	CHRYSLER	447		CLEAVES
4514	CHERBOURG	2411	CHRYSLER	2705		CLEVELAND
4525	CHERBOURG	2415	CHRYSLER	2814		CLEVELAND
4535	CHERBOURG	2518	CHRYSLER	2818		CLEVELAND
4549	CHERBOURG	1027	CHURCH	3216		CLEVELAND
4608	CHERBOURG	1028	CHURCH	3512		CLEVELAND
4612	CHERBOURG	1030	CHURCH	3512		CLEVELAND
4627	CHERBOURG	1033	CHURCH	3642		CLEVELAND
4636	CHERBOURG	1103	CHURCH	4100		CLEVELAND
4639	CHERBOURG	1109	CHURCH	4521		CLEVELAND
4643	CHERBOURG	1124	CHURCH	222	S	CLIFF
4647	CHERBOURG	1136	CHURCH	612	N	CLIFF
4515	CHERBOURG	1403	CHURCH	616	N	CLIFF
4545	CHERBOURG	1410	CHURCH	715	N	CLIFF
4561	CHERBOURG	1415	CHURCH	510	S	CLINTON

4611		CHERBOURG	4322		CICERO	818	S	CLINTON
4534		CHERBOURG	9		CIRCLEWOOD	1521	N	CLINTON
4538		CHERBOURG	9538		CIRCLEWOOD	2036		CLOUDCROFT
4640		CHERBOURG	3220		CLAIBOURNE	7339		CLOVERGLEN
238	E	CHERRY POINT	3222		CLAIBOURNE	2974		CLOVIS
307	E	CHERRY POINT	2612		CLARENCE	2987		CLOVIS
315	E	CHERRY POINT	2616		CLARENCE	5525		CLUB CREST
323	E	CHERRY POINT	2630		CLARENCE	2203		CLYMER
331	E	CHERRY POINT	2704		CLARENCE	2407		CLYMER
339	E	CHERRY POINT	2737		CLARENCE	2411		CLYMER
2659		CHERRY VALLEY	911	W	CLARENDON	2607		CLYMER
2919		CHERRY VALLEY	915	W	CLARENDON	3306		CLYMER
425		CHEYENNE	1316	E	CLARENDON	3310		CLYMER
1335		CHEYENNE	1403	E	CLARENDON	24		COLDBROOK
1933		CHEYENNE	914		CLAUDE	28		COLDBROOK
1939		CHEYENNE	1009		CLAUDE	2247		COLDBROOK
3102		CHICAGO	1102		CLAUDE	1216		COLEMAN
3222		CHICAGO	1104		CLAUDE	1220		COLEMAN
3338		CHICAGO	1201		CLAUDE	1307		COLEMAN
1314		COLEMAN	1208		COMANCHE	4005		COPELAND
6917		COLESHIRE	1209		COMANCHE	4104		COPELAND
4505		COLLINS	1212		COMANCHE	4114		COPELAND
4611		COLLINS	1213		COMANCHE	4210		COPELAND
4818		COLLINS	1216		COMANCHE	4302		COPELAND
4904		COLLINS	1202		COMPTON	4322		COPELAND
2815		COLONIAL	1311		COMPTON	4322		COPELAND
3600		COLONIAL	1315		COMPTON	4323		COPELAND
3613		COLONIAL	1316		COMPTON	4326		COPELAND
3717		COLONIAL	1325		COMPTON	4335		COPELAND
4522		COLONIAL	1228		COMPTON	224	S	CORINTH
4600		COLONIAL	1123		COMPTON	611	S	CORINTH
4902		COLONIAL	1522		COMPTON	615	S	CORINTH
4904		COLONIAL	7506		CONCORD	621	S	CORINTH
4919		COLONIAL	1		CONCORDIA	800	S	CORINTH
5003		COLONIAL	2403		CONKLIN	1331		CORINTH
5012		COLONIAL	2409		CONKLIN	1630		CORINTH
5019		COLONIAL	2411		CONKLIN	1910		CORINTH
5031		COLONIAL	2614		CONKLIN	1912		CORINTH
5218		COLONIAL	1612		CONNER	7440		CORONADO
5323		COLONIAL	2046		COOL MIST	3341		CORONET
3504		COLONIAL	2058		COOL MIST	4515		CORREGIDOR
3627		COLONIAL	2140		COOL MIST	4516		CORREGIDOR
3820		COLONIAL	2147		COOL MIST	4519		CORREGIDOR
3830		COLONIAL	2157		COOL MIST	4520		CORREGIDOR
3815		COLONIAL	2170		COOL MIST	4523		CORREGIDOR

4114	COLONIAL	2191	COOL MIST	4524	CORREGIDOR
4224	COLONIAL	2200	COOL MIST	4525	CORREGIDOR
4317	COLONIAL	2247	COOL MIST	4538	CORREGIDOR
4318	COLONIAL	2364	COOL MIST	4552	CORREGIDOR
4422	COLONIAL	3906	COOLIDGE	4553	CORREGIDOR
4810	COLONIAL	3907	COOLIDGE	4556	CORREGIDOR
4811	COLONIAL	3922	COOLIDGE	4559	CORREGIDOR
5007	COLONIAL	3938	COOLIDGE	4603	CORREGIDOR
5102	COLONIAL	3942	COOLIDGE	4604	CORREGIDOR
5318	COLONIAL	2704	COOMBS	4607	CORREGIDOR
202	N COLSON	2708	COOMBS	4623	CORREGIDOR
3020	COLUMBINE	2712	COOMBS	4627	CORREGIDOR
3034	COLUMBINE	2716	COOMBS	4631	CORREGIDOR
3040	COLUMBINE	2702	COOMBSVILLE	4639	CORREGIDOR
3048	COLUMBINE	1817	COOPER	4643	CORREGIDOR
1100	COMAL	2210	COOPER	4644	CORREGIDOR
1102	COMAL	2216	COOPER	4647	CORREGIDOR
1102	COMAL	3714	COPELAND	4648	CORREGIDOR
1110	COMAL	3807	COPELAND	4539	CORREGIDOR
1204	COMANCHE	3918	COPELAND	4543	CORREGIDOR
1205	COMANCHE	4003	COPELAND	4551	CORREGIDOR
4520	CORREGIDOR	9643	CROWNFIELD	2610	DATHE
4538	CORREGIDOR	9649	CROWNFIELD	2611	DATHE
4540	CORREGIDOR	4303	CROZIER	2238	DATHE
4628	CORREGIDOR	4524	CROZIER	2705	DATHE
4632	CORREGIDOR	4934	CROZIER	2810	DATHE
4636	CORREGIDOR	3907	CROZIER	2838	DATHE
4640	CORREGIDOR	3919	CROZIER	2814	DAWSON
10436	CORY	4930	CROZIER	2822	DAWSON
8926	COTTONVALLEY	2613	CRYSTAL	3804	DE MAGGIO
9008	COTTONVALLEY	601	CUMBERLAND	3806	DE MAGGIO
2718	COUNCIL	115	CUNEY	3811	DE MAGGIO
2710	COUNCIL	119	CUNEY	3900	DE MAGGIO
2731	COUNCIL	2018	CUSTER	1611	DEAN
2723	COUNCIL	2123	CUSTER	202	DEBRA
2729	COUNCIL	2127	CUSTER	203	DEBRA
800	COUNTRY CLUB PL	2130	CUSTER	7	DEEP GREEN
816	COUNTRY CLUB PL	2202	CUSTER	3506	DEL REY
4827	COWAN AVE	2214	CUSTER	3534	DEL REY
2518	CRADDOCK	2503	CUSTER	3811	DELHI
3615	CRANE	2511	CUSTER	3922	DELHI
3623	CRANE	2519	CUSTER	2510	DELL VIEW
3629	CRANE	2543	CUSTER	6283	DENHAM CIR
3639	CRANE	2623	CUSTER	100	S DENLEY
3716	CRANE	2656	CUSTER	336	N DENLEY

1	CRANFILL	1317	DACKI	419	N	DENLEY
4419	CRANFILL	3231	DAHLIA	421	N	DENLEY
4508	CRANFILL	917	DALE	425	N	DENLEY
4517	CRANFILL	22	DALVIEW	427	N	DENLEY
4525	CRANFILL	1250	DALVIEW	505	N	DENLEY
800	N CRAWFORD	1254	DALVIEW	507	N	DENLEY
8471	CREEKWOOD	1258	DALVIEW	527	N	DENLEY
3835	CREPE MYRTLE	1307	DALVIEW	603	N	DENLEY
2523	CREST	1315	DALVIEW	632	N	DENLEY
502	CRETE	1319	DALVIEW	635	S	DENLEY
1	CRIMNSON	1428	DALVIEW	1356	S	DENLEY
3670	CRIPPLE CREEK	1435	DALVIEW	1410	S	DENLEY
2311	CROSS	353	DANIELDALE	1414	S	DENLEY
2710	CROSS	365	DANIELDALE	1438	S	DENLEY
2715	CROSS	431	DANIELDALE	1732	S	DENLEY
2719	CROSS	803	DANIELDALE	2416	S	DENLEY
2725	CROSS	1636	DANUBE DR	2719	S	DENLEY
2404	CROSSMAN	3634	DARIEN	2907	S	DENLEY
2415	CROSSMAN	4027	DARIEN	3011	S	DENLEY
2603	CROSSMAN	2225	DATHE	3910	S	DENLEY
2615	CROSSMAN	2241	DATHE	4011	S	DENLEY
3105	CROSSMAN	2403	DATHE	4019	S	DENLEY
3438	CROSSMAN	2411	DATHE	4021	S	DENLEY
4030	S DENLEY	2716	DORRIS	2523		DYSON
4502	S DENLEY	2718	DORRIS	2311		DYSON
4506	S DENLEY	2825	DORRIS	2218		DYSON
4515	S DENLEY	2901	DORRIS	812		EADS
4631	S DENLEY	2902	DORRIS	816		EADS
4718	S DENLEY	2909	DORRIS	818		EADS
2104	DENMARK	2914	DORRIS	2937		EAGLE
2116	DENMARK	2930	DORRIS	2941		EAGLE
2122	DENMARK	2931	DORRIS	2961		EAGLE
2171	DENMARK	3006	DORRIS	4309		EAST GRAND
2317	DENMARK	220	DOWDY FERRY	4729		EAST SIDE
1831	DENNISON	512	DOWDY FERRY	4932		EAST SIDE
1966	DENNISON	708	DOWDY FERRY	2724		EASTER
1822	DENNISON	710	DOWDY FERRY	2806		EASTER
1954	DENNISON	1344	DOWDY FERRY	4114		EASTER
2029	DENNISON	1723	DOWDY FERRY	4150		EASTER
1	DEPAUL AVE	2028	DOWDY FERRY	4162		EASTER
3322	DETONTE	2111	DOWDY FERRY	4166		EASTER
3330	DETONTE	1418	DOYLE AVE	4204		EASTER
3911	DIAMOND	1506	DOYLE AVE	4218		EASTER
3919	DIAMOND	1507	DOYLE AVE	4219		EASTER
4000	DIAMOND	1521	DOYLE AVE	4234		EASTER

1303	DICEMAN	1526	DOYLE	4246	EASTER
1418	DICEMAN	1530	DOYLE	1915	EBBTIDE
1424	DICEMAN	1111	DRAGON	2106	EBBTIDE
1429	DICEMAN	1726	DRISKELL	4930	ECHO
1125	DICEMAN	11570	DRUMMOND	4935	ECHO
3714	DILDOCK	319	DU BOIS	5018	ECHO
3521	DIXON	407	DU BOIS	5027	ECHO
3707	DIXON	523	DU BOIS	5107	ECHO
7830	DOAK	2031	DUDLEY	2054	ECHO LAKE
1026	DODD	810	DULUTH	2147	ECHO LAKE
4701	DOLPHIN	1110	DULUTH	2170	ECHO LAKE
4705	DOLPHIN	1826	DULUTH	2182	ECHO LAKE
4709	DOLPHIN	1910	DULUTH	2188	ECHO LAKE
4714	DOLPHIN	1915	DULUTH	2194	ECHO LAKE
4827	DOLPHIN	1926	DULUTH	2204	ECHO LAKE
2847	DON	3512	DUNBAR	2217	ECHO LAKE
2935	DON	8529	DUNLAP	2323	ECHO LAKE
2939	DON	8730	DUNLAP	2050	EDD
2623	DONALD	2613	DURHAM	2058	EDD
2627	DONALD	2626	DURHAM	2111	EDD
2712	DONALD	2628	DURHAM	2147	EDD
2716	DONALD	706	N DWIGHT	2341	EDD
8943	DONNYBROOK	1024	DWIGHT	2341	EDD
11626	DORCHESTER	2334	N DYSON	2347	EDD
2608	DORRIS	2400	DYSON	3041	EDD
9999	EDD	659	ELSBERRY	2015	S EWING
1222	EDGEFIELD	726	ELSBETH	2315	S EWING
317	EDGEMONT	653	ELSTON	2324	S EWING
914	EDGEMONT	711	ELSTON	2505	S EWING
1316	S EDGEMONT	3012	ELVA	2617	S EWING
1322	EDGEMONT	3108	ELVA	2625	S EWING
1421	EDGEMONT	3110	ELVA	2702	S EWING
1627	EDGEMONT	3202	ELVA	2704	S EWING
3117	EDGEWOOD	522	ELWAYNE	2731	S EWING
3410	EDGEWOOD	548	ELWAYNE	4407	S EWING
3502	EDGEWOOD	610	ELWAYNE	1318	EXETER
2829	EISENHOWER	631	ELWAYNE	1346	EXETER
3203	EISENHOWER	650	ELWAYNE	1349	EXETER
3000	EL BENITO	659	ELWAYNE	1414	EXETER
3506	EL BENITO	706	ELWAYNE	1423	EXETER
14	EL SOL ST	734	ELWAYNE	1502	EXETER
2961	EL TOVAR	746	ELWAYNE	1550	EXETER
2969	EL TOVAR	747	ELWAYNE	2322	EXETER
2973	EL TOVAR	770	ELWAYNE	2522	EXETER
6413	ELAM	759	EMBERWOOD	2538	EXETER

6419	ELAM	547	EMBREY	2626	EXETER
6520	ELAM	559	EMBREY	2631	EXETER
8300	ELAM	1303	EMILY	2743	EXETER
8314	ELAM	8400	ENDICOTT	2615	EXETER
4311	ELECTRA	1307	ENGLEWOOD	2327	EXETER
623	ELI	2720	S ERVAY ST	2726	EXLINE
33200	ELIHU	4021	ESMALDA	2730	EXLINE
1400	ELK CREEK	4048	ESMALDA	2734	EXLINE
1410	ELK CREEK	4107	ESMALDA	2735	EXLINE
1425	ELK CREEK	6519	ETHEL	2510	EXLINE
1507	ELK CREEK	1735	EUGENE	2514	EXLINE
730	ELKHART	1743	EUGENE	2534	EXLINE
619	ELLA	2226	EUGENE	2535	EXLINE
638	ELLA	2228	EUGENE	2540	EXLINE
738	ELLA	2235	EUGENE	2722	EXLINE
746	ELLA	2306	EUGENE	2731	EXLINE
1207	ELLENWOOD	6120	EVERGLADE	2515	EXLINE
915	ELMDALE	6300	EVERGLADE	2650	EXLINE
107	ELMORE	604	N EWING	526	EZEKIAL
231	E ELMORE	1202	S EWING	540	EZEKIAL
338	W ELMORE	1204	S EWING	610	EZEKIAL
1507	E ELMORE	1214	S EWING	618	EZEKIAL
1542	E ELMORE	1216	S EWING	722	EZEKIAL
1618	E ELMORE	1226	S EWING	731	EZEKIAL
1622	E ELMORE	1631	S EWING	734	EZEKIAL
1743	E ELMORE	1818	S EWING	746	EZEKIAL
1711	W ELMWOOD	1827	S EWING	747	EZEKIAL
750	EZEKIAL	2722	FATIMA	4011	FINIS
754	EZEKIAL	2723	FATIMA	2402	FINKLEA
7817	FAIRPORT	2724	FATIMA	2406	FINKLEA
7909	FAIRPORT	2737	FATIMA	2410	FINKLEA
8123	FAIRPORT	2315	FATIMA	2414	FINKLEA
5903	FAIRWAY	2403	FATIMA	2418	FINKLEA
5306	FANNIE	521	FAULK	2430	FINKLEA
5406	FANNIE	531	FAULK	4500	FIRESIDE
5410	FANNIE	508	FAULK	9305	FIRESIDE
5524	FANNIE	544	FAULK	9309	FIRESIDE
5608	FANNIE	1411	FAYETTE	1	FISH
5608	FANNIE	1415	FAYETTE	2708	FISH TRAP
2812	FARRAGUT	4629	FELLOWS	2714	FISH TRAP
2823	FARRAGUT	4724	FELLOWS	5124	FITCHBURG
2825	FARRAGUT	4728	FELLOWS	5512	FITCHBURG
2844	FARRAGUT	4732	FELLOWS	1315	FITZHUGH
2845	FARRAGUT	4736	FELLOWS	1520	S FITZHUGH
2861	FARRAGUT	4752	FELLOWS	1625	S FITZHUGH

2870	FARRAGUT	4816	FELLOWS	1627	S	FITZHUGH
2807	FARRAGUT	4820	FELLOWS	3311	S	FITZHUGH
2810	FARRAGUT	4836	FELLOWS	3608	S	FITZHUGH
2842	FARRAGUT	4844	FELLOWS	3706	S	FITZHUGH
2311	FATIMA	4533	FELLOWS	4222	S	FITZHUGH
2319	FATIMA	4812	FELLOWS	1014	S	FIVE MILE
2323	FATIMA	4832	FELLOWS	1022	W	FIVE MILE
2328	FATIMA	2414	FELTON	1531	W	FLEETWOOD
2336	FATIMA	806	FERNWOOD	1630		FLEETWOOD
2339	FATIMA	1527	FERNWOOD	304		FLEMING
2350	FATIMA	1835	FERNWOOD	312		FLEMING
2354	FATIMA	2521	FERNWOOD	1218		FLETCHER
2358	FATIMA	2526	FERNWOOD	1300		FLETCHER
2362	FATIMA	2603	FERNWOOD	1308		FLETCHER
2363	FATIMA	2639	FERNWOOD	1325		FLETCHER
2366	FATIMA	2719	FERNWOOD	1330		FLETCHER
2367	FATIMA	3001	FERNWOOD	1000		FLETCHER
2371	FATIMA	3217	FERNWOOD	1212		FLETCHER
2375	FATIMA	3922	FERNWOOD	1302		FOLEY
2407	FATIMA	3930	FERNWOOD	1310		FOLEY
2420	FATIMA	2519	FERNWOOD	2423		FONVILLE
2523	FATIMA	1835	FERNWOOD	12800		FOOTHILL
2639	FATIMA	2638	FERNWOOD	1335		FORDHAM
2709	FATIMA	2612	FERRIS	1526		FORDHAM
2714	FATIMA	2620	FERRIS	1746		FORDHAM
2717	FATIMA	301	FIDELIS	2110		FORDHAM
2718	FATIMA	8820	FILES	2218		FORDHAM
2719	FATIMA	8919	FILES	2246		FORDHAM
2720	FATIMA	4008	FINIS	2522		FORDHAM
2729	FORDHAM	4347	FRANK	2254		GARDEN DR
2733	FORDHAM	4326	FRANK	2345		GARDEN DR
2751	FORDHAM	4435	FRANK	2403		GARDEN DR
2819	FORDHAM	4431	FRANK	2407		GARDEN DR
2826	FORDHAM	4414	FRANK	2424		GARDEN DR
2839	FORDHAM	2726	FRAZIER	2425		GARDEN DR
3217	FORDHAM	2739	FRAZIER	13600		GARDEN GROVE
3223	FORDHAM	2915	FRAZIER	13826		GARDEN GROVE
3300	FORDHAM	1321	FRIENDSHIP	942		GARDENVIEW
2302	FORDHAM	4838	FRIO	4600		GARLAND
2406	FORDHAM	1000	FRONT	4611		GARLAND
2403	FORDHAM	1219	FRONT	4818		GARLAND
2227	FORDHAM	2817	FROST	4822		GARLAND
2826	FORDHAM	2834	FROST	5409		GARLAND
3304	FORDHAM	2850	FROST	4414		GARRISON
2627	FOREMAN	2858	FROST	4516		GARRISON



2923		FOREMAN	2859		FROST	4520		GARRISON
12026		FOREST GLEN CT	2859		FROST	4601		GARRISON
3407		FORNEY	2870		FROST	4602		GARRISON
3423		FORNEY	2874		FROST	4609		GARRISON
3427		FORNEY	9351		FROSTWOOD	4618		GARRISON
3511		FORNEY	3507		FUREY	4710		GARRISON
1900		FORT WORTH	3919		FUREY	4711		GARRISON
114		FRANCES	4002		FUREY	4712		GARRISON
210	N	FRANCES	4014		FUREY	4713		GARRISON
215	N	FRANCES	4015		FUREY	1523		GARZA
218	N	FRANCES	4031		FUREY	1529		GARZA
218	N	FRANCES	4109		FUREY	1610		GARZA
315	S	FRANCES	4127		FUREY	1618		GARZA
2726		FRANK	4130		FUREY	1630		GARZA
3510		FRANK	4131		FUREY	1634		GARZA
3607		FRANK	2651		GADBERRY	1730		GARZA
3714		FRANK	1843		GALLAGHER	1733		GARZA
3807		FRANK	1910		GALLAGHER	1735		GARZA
4010		FRANK	1950		GALLAGHER	1742		GARZA
4117		FRANK	2026		GALLAGHER	1823		GARZA
4328		FRANK	3404		GALLAGHER	2231		GARZA
4414		FRANK	3510		GALLAGHER	2900		GAY
4504		FRANK	3710		GALLAGHER	2909		GAY
4535		FRANK	5215		GALLAGHER	2910		GAY
4602		FRANK	2207		GALLATIN	2910		GAY
4611		FRANK	1626		GARDEN	2911		GAY
3604		FRANK	1715		GARDEN	2914		GAY
3610		FRANK	2223		GARDEN	1238		GEORGIA
3710		FRANK	2231		GARDEN	1410		GEORGIA
4303		FRANK	2238		GARDEN	1514		GEORGIA
4343		FRANK	2246		GARDEN	1537		GEORGIA
2723		GERTRUDE	2503		GOOCH	2218		GREER
2515		GHENT	2701		GOOCH	2226		GREER
2522		GHENT	2809		GOOCH	2325		GREER
2526		GHENT	2814		GOOCH	3126		GREGG
2542		GHENT	2820		GOOCH	3128		GREGG
2555		GHENT	2825		GOOCH	3141		GREGG
2634		GHENT	2412		GOOD LATIMER	620		GRIFFITH
2401		GIBBS WILLIAMS	2425	S	GOOD LATIMER	1626		GRINNELL
2445		GIBBS WILLIAMS	2715		GOODWILL	1630		GRINNELL
2521		GIBBS WILLIAMS	2716		GOODWILL	10404		GROVE OAKS
3526		GIBSONDELL	2722		GOODWILL	200	E	GRUBB
4513		GINGER	2723		GOODWILL	3738		GUARANTY
4539		GINGER	1900		GOULD	3212		GUNTER
2434		GIVENDALE	2608		GOULD	3224		GUNTER

2502	GIVENDALE	2700	GOULD	4845	GURLEY
2506	GIVENDALE	2716	GOULD	2811	GUYMON
2510	GIVENDALE	2724	GOULD	3325	HALLETT
9	GLADEWATER	2727	GOULD	3333	HALLETT
4116	GLADEWATER	2829	GOULD	3507	HALLETT
4126	GLADEWATER	9700	GRADY	3515	HALLETT
4154	GLADEWATER	10706	GRADY	3200	HAMILTON
4170	GLADEWATER	2703	GRAFTON	3306	HAMILTON
4227	GLADEWATER	608	GRAHAM	3523	HAMILTON
4247	GLADEWATER	702	GRAHAM	3702	HAMILTON
4327	GLADEWATER	710	GRAHAM	3706	HAMILTON
1415	GLEN	1502	GRAND	3726	HAMILTON
5722	GLEN FOREST	1507	GRAND	3815	HAMILTON
2519	GLENFIELD	1910	GRAND	3909	HAMILTON
2524	GLENFIELD	2524	GRAND	3925	HAMILTON
2711	GLENFIELD	2534	GRAND	4105	HAMILTON
2719	GLENFIELD	2723	GRAND	4309	HAMILTON
9	GLIDDEN	4309	GRAND	4343	HAMILTON
19	GLIDDEN	1101	E GRANT	4400	HAMILTON
20	GLIDDEN	1231	GRANT	4414	HAMILTON
1331	GLIDDEN	1307	GRANT	4508	HAMILTON
1338	GLIDDEN	3017	GRAYSON	4510	HAMILTON
2919	GLOYD	1	GREAT TRINITY FOREST	1858	HAMLET
2945	GLOYD	804	GREEN CASTLE	4013	HAMMERLY
2730	GOLDMAN	9999	GREENGROVE	4033	HAMMERLY
3206	GOLDSPIER	13101	GREENGROVE	3303	HAMPTON
2310	GOOCH	13305	GREENGROVE	3601	HANCOCK
2315	GOOCH	214	GREENHAVEN	3617	S HANCOCK
2333	GOOCH	234	GREENHAVEN	3621	HANCOCK
2339	GOOCH	1611	GREENLAWN	3625	HANCOCK
2346	GOOCH	1615	GREENLAWN	3906	HANCOCK
2403	GOOCH	1619	GREENLAWN	3910	HANCOCK
2420	GOOCH	1406	GREENVILLE	3926	HANCOCK
4004	HANCOCK	1644	S HASKELL	619	HELENA
24	HARBOR CT	3212	S HASKELL	731	HELENA
2301	HARDING	2310	S HASLETT	734	HELENA
2327	HARDING ST	2711	HASTINGS	747	HELENA
2343	HARDING ST	1624	HATCHER	402	HENDERSON
1522	HARLANDALE	1632	HATCHER	1311	S HENDRICKS
1735	HARLANDALE	1705	HATCHER	1327	HENDRICKS
2314	HARLANDALE	2255	HATCHER	1401	HENDRICKS
2318	HARLANDALE	2303	HATCHER	1419	HENDRICKS
2431	HARLANDALE	2503	HATCHER	1631	HERALD
2644	HARLANDALE	2525	HATCHER	1635	HERALD

2923		HARLANDALE	2541	HATCHER	1638	HERALD
3121		HARLANDALE	2551	HATCHER	1621	HERALD
3135		HARLANDALE	2561	HATCHER	1635	HERALD
3328		HARLANDALE	2600	HATCHER	3819	HERRLING
3105		HARMON	2603	HATCHER	4817	HEYWORTH
3108		HARMON	2615	HATCHER	5726	HIAWATHA
3130		HARMON	2645	HATCHER	5732	HIAWATHA
3143		HARMON	2819	HATCHER	523	HIGH
1538		HARRIS CT	3112	HATCHER	718	HIGHFALL
1550		HARRIS CT	3801	HATCHER	1960	HIGHLAND
1579		HARRIS CT	3814	HATCHER	3420	HIGHLAND WOODS
1600		HARRIS CT	3926	HATCHER	3421	HIGHLAND WOODS
1602		HARRIS CT	3930	HATCHER	3426	HIGHLAND WOODS
2315		HARRISON	533	HATTON	3430	HIGHLAND WOODS
2605		HARRISON	538	HATTON	3436	HIGHLAND WOODS
2609		HARRISON	772	HAVENWOOD	3440	HIGHLAND WOODS
2611		HARRISON	929	HAVENWOOD	3444	HIGHLAND WOODS
2819		HARSTON	4412	HAVERTY	3504	HIGHLAND WOODS
2823		HARSTON	728	HAYMARKET	3505	HIGHLAND WOODS
3631		HARSTON	1019	HAYMARKET	3510	HIGHLAND WOODS
401		HART	2021	HAYMARKET	3511	HIGHLAND WOODS
407		HART	2045	HAYMARKET	3516	HIGHLAND WOODS
409		HART	2071	HAYMARKET	3517	HIGHLAND WOODS
411		HART	2101	HAYMARKET	3521	HIGHLAND WOODS
444		HART	2161	HAYMARKET	3525	HIGHLAND WOODS
452		HART	7610	HAZEL	3526	HIGHLAND WOODS
457		HART	2003	HEARNE	3529	HIGHLAND WOODS
608		HARTSDALE	2707	HECTOR	3533	HIGHLAND WOODS
9800		HARWELL	2714	HECTOR	3536	HIGHLAND WOODS
3308		HARWOOD	2720	HECTOR	3537	HIGHLAND WOODS
3409	S	HARWOOD	4430	HEDGDON	940	HILLBURN
3513	S	HARWOOD	4511	HEDGDON	1227	HILLBURN
3521	S	HARWOOD	538	HELENA	1231	HILLBURN
4926	S	HARWOOD	542	HELENA	9999	HILLBURN
3516	S	HARWOOD	602	HELENA	227	HILLVALE
1205	S	HASKELL	611	HELENA	917	E HOBSON
1010		HOBSON	2222	HOOPER	7935	HULL
1115	E	HOBSON	2435	HOOPER	7944	HULL
1144	E	HOBSON	2615	HOOPER	7958	HULL
5019		HOHEN	2618	HOOPER	8024	HUME
5023		HOHEN	2629	HOOPER	3746	HUMPHREY
841		HOLCOMB	2622	HOOPER	4404	HUMPHREY
846		HOLCOMB	2530	HOOPER	2711	HUNTER
851		HOLCOMB	2532	HOOPER	1930	HUNTINGDON
930		HOLCOMB	2538	HOOPER	2002	HUNTINGDON

942		HOLCOMB	2555	HOOPER	2006	HUNTINGDON
950		HOLCOMB	2403	HOOPER	1321	HUTCHINS
1032	E	HOLCOMB	18	HORIZON HILLS	1401	HUTCHINS
1032		HOLCOMB	19	HORIZON HILLS	1403	HUTCHINS
1224		HOLCOMB	2	HORTENSE	1404	HUTCHINS
1224		HOLCOMB	1334	HORTENSE	1503	HUTCHINS
7459		HOLLY HILL	1342	HORTENSE	1810	IDAHO
2703		HOLMES	1506	HORTENSE	1918	IDAHO
2715		HOLMES	1510	HORTENSE	2018	IDAHO
2820		HOLMES	1511	HORTENSE	2222	IDAHO
2824		HOLMES	5406	HOUSTON SCHOOL	2223	IDAHO
2913		HOLMES	1306	HUDSPETH	2323	IDAHO
3012		HOLMES	1422	HUDSPETH	2515	IDAHO
3105		HOLMES	1607	HUDSPETH	2630	IDAHO
3522		HOLMES	1611	HUDSPETH	3110	IDAHO
3720		HOLMES	1710	HUDSPETH	3915	IDAHO
3734		HOLMES	1714	HUDSPETH	4023	IDAHO
3821		HOLMES	2135	HUDSPETH	4228	IDAHO
3826		HOLMES	2159	HUDSPETH	4407	IDAHO
3826		HOLMES	2203	HUDSPETH	1121	E ILLINOIS
3830		HOLMES	2550	HUDSPETH	2716	ILLINOIS
3833		HOLMES	2706	HUDSPETH	2720	E ILLINOIS
3847		HOLMES	2708	HUDSPETH	3437	E ILLINOIS
1722		HOMELAND	2710	HUDSPETH	2100	E INADALE
3642		HOMELAND	2733	HUDSPETH	3105	INDIANOLA
3642		HOMELAND	2735	HUDSPETH	1927	INGERSOLL
3702		HOMELAND	2820	HUDSPETH	1928	INGERSOLL
3730		HOMELAND	4702	HUEY	1930	INGERSOLL
9429		HOMEPLACE	4712	HUEY	1934	INGERSOLL
35		HONEYSUCKLE	4716	HUEY	1935	INGERSOLL
8317		HONEYSUCKLE	4718	HUEY	1938	INGERSOLL
8321		HONEYSUCKLE	4806	HUEY	1939	INGERSOLL
8327		HONEYSUCKLE	4807	HUEY	2434	INGERSOLL
8331		HONEYSUCKLE	7740	HULL	2622	INGERSOLL
8521		HONEYSUCKLE	7904	HULL	3402	INGERSOLL
8607		HONEYSUCKLE	7905	HULL	3615	INGERSOLL
8611		HONEYSUCKLE	7911	HULL	3722	INGERSOLL
8617		HONEYSUCKLE	7935	HULL	4010	INGERSOLL
4026		INGERSOLL	2502	JEFFRIES	2225	JORDAN
1503		IOWA	2505	JEFFRIES	2234	JORDAN
111		IRA	2506	JEFFRIES	2019	JORDAN VALLEY
118	N	IRA	2513	JEFFRIES	2104	JORDAN VALLEY
10899	N	IRIS	2514	JEFFRIES	429	JOSEPHINE
2507		IROQUOIS	2515	JEFFRIES	503	JOSEPHINE
2622		IROQUOIS	2517	JEFFRIES	519	JOSEPHINE

2807	IROQUOIS	2606	JEFFRIES	3610	JULIUS SCHEPPS
3520	IROQUOIS	2610	JEFFRIES	3614	JULIUS SCHEPPS
2015	IVANHOE	2621	JEFFRIES	315	JUSTIN
4010	IVANHOE	2629	JEFFRIES	2418	N KAHN
4022	IVANHOE	2636	JEFFRIES	2115	KATHLEEN
7924	IVORY	3406	JEFFRIES	2125	KATHLEEN
7927	IVORY	2741	JENNINGS	2135	KATHLEEN
7944	IVORY	2747	JENNINGS	2141	KATHLEEN
5035	IVY	2753	JENNINGS	2407	KATHLEEN
5041	IVY	2759	JENNINGS	2655	KATHLEEN
5103	IVY	3117	JESSIE BELL	2736	KAVASAR
5156	IVY	2406	JEWELL	2807	KAVASAR
1702	J B JACKSON	2402	JIM	2814	KAVASAR
1916	J B JACKSON	1250	JIM	2818	KAVASAR
1917	J B JACKSON	137	N JIM MILLER	2831	KAVASAR
1921	J B JACKSON	307	S JIM MILLER	2906	KAVASAR
944	JADEWOOD	1021	JIM MILLER	2914	KAVASAR
3526	JAMAICA	4708	N JIM MILLER	2918	KAVASAR
4018	JAMAICA	8107	N JOHN	2919	KAVASAR
4202	JAMAICA	8111	JOHN	2935	KAVASAR
4352	JAMAICA	8115	JOHN	2936	KAVASAR
4518	JAMAICA	8116	JOHN	2939	KAVASAR
4606	JAMAICA	5739	JOHNSON	2942	KAVASAR
3711	JAMAICA	5818	JOHNSON	2952	KAVASAR
3715	JAMAICA	5921	JOHNSON	2962	KAVASAR
4346	JAMAICA	9999	JOHNSON	2963	KAVASAR
4406	JAMAICA	604	JONELLE	9999	KAVASAR
4426	JAMAICA	627	JONELLE	201	E KEARNEY
4431	JAMAICA	632	JONELLE	2728	KEELER
6616	JEANE	648	JONELLE	2732	KEELER
2430	JEFF	660	JONELLE	2732	KELLER
3347	JEFFERSON	711	JONELLE	5300	KEENLAND
1601	W JEFFRIES	715	JONELLE	2913	KELLOGG
2401	JEFFRIES	746	JONELLE	2419	KEMP
2410	JEFFRIES	4731	JONES	2457	KEMP
2413	JEFFRIES	2215	JORDAN	2462	KEMP
2414	JEFFRIES	2224	JORDAN	2466	KEMP
2426	JEFFRIES	2234	JORDAN	1	KEMROCK
2431	JEFFRIES	2235	JORDAN	11	KEMROCK
2501	JEFFRIES	18	JORDAN RIDGE	6015	KEMROCK
6030	KEMROCK	4943	KILDARE	2626	KOOL
6039	KEMROCK	1231	KILLOUGH	2631	KOOL
6043	KEMROCK	1329	KILLOUGH	2635	KOOL
6107	KEMROCK	1339	KILLOUGH	2708	KOOL
6109	KEMROCK	1427	KILLOUGH	2717	KOOL

6121		KEMROCK	1505	KILLOUGH	2719		KOOL
6125		KEMROCK	1545	KILLOUGH	2726		KOOL
6131		KEMROCK	3819	KIMBALLDALE	2740		KOOL
6216		KEMROCK	2606	KIMSEY	1928		KRAFT
6222		KEMROCK	2718	KINGBRIDGE	1938		KRAFT
6311		KEMROCK	2810	KINGBRIDGE	2006		KRAFT
6411		KEMROCK	1038	KINGS	2012		KRAFT
6419		KEMROCK	2200	KINGS	2024		KRAFT
6427		KEMROCK	8325	KINGSFIELD	2031		KRAFT
6434		KEMROCK	8345	KINGSFIELD	302		KRAMER
6454		KEMROCK	8353	KINGSFIELD	322	N	KRAMER
6505		KEMROCK	3617	KINGSFORD	3420	N	KRISTEN
6511		KEMROCK	1507	KINGSLEY	3819		KYNARD
6042		KEMROCK	1511	KINGSLEY	3304		KYSER
6040		KEMROCK	1815	KINGSLEY	6810		LACY
2811		KENESAW	2522	KINGSTON	6816		LACY
3509		KENILWORTH	2503	KIRKLEY	4122		LADALE
3623		KENILWORTH	2517	KIRKLEY	3411		LADD
3706		KENILWORTH	1317	KIRNWOOD	2403		LAGOW
3723		KENILWORTH	1800	KIRNWOOD	2628		LAGOW
3916		KENILWORTH	408	KIRSAN DR	2720		LAGOW
700		KESSLER LAKE	2627	KIRVEN	2820		LAGOW
3418		KEYRIDGE	7919	KISKA	2902		LAGOW
3422		KEYRIDGE	8111	KISKA	2906		LAGOW
3511		KEYRIDGE	8112	KISKA	8322		LAKE ANNA
3515		KEYRIDGE	9030	KISSELL	421		LAKE CLIFF
3516		KEYRIDGE	5806	KITTY	7420		LAKE JUNE
1409	E	KIEST	12	KIWANIS	8745		LAKE JUNE
1700	E	KIEST	11800	KLEBERG	9501		LAKE JUNE
1713	E	KIEST	12239	KLEBERG	103		LAKE ST
1805	E	KIEST	12611	KLEBERG	405		LAKE ST
2720	E	KIEST	2438	KNIGHT	1608		LAKEVIEW
3517	E	KIEST	3733	KOLLOCH	2118		LAKEVIEW
2503	E	KILBURN	3742	KOLLOCH	2724	S	LAMAR
2606		KILBURN	3907	KOLLOCH	4910	S	LAMAR
2615		KILBURN	4308	KOLLOCH	834		LAMBERT
2623		KILBURN	4609	KOLLOCH	22		LANARK
2846		KILBURN	4720	KOLLOCH	2434		LANARK
4833		KILDARE	4726	KOLLOCH	619	S	LANCASTER
4914		KILDARE	2517	KOOL	623	N	LANCASTER
4926		KILDARE	2611	KOOL	2410	S	LANCASTER
4935		KILDARE	2622	KOOL	4226		LANCASTER
4226	S	LANCASTER	3318	LAPSLEY	2426		LAWRENCE
6318	N	LANCASTER	3319	LAPSLEY	2719		LAWRENCE
6322	S	LANCASTER	3322	LAPSLEY	2700		LAWRENCE

6326	S	LANCASTER	3323	LAPSLEY	2418	LAWRENCE
6620	S	LANCASTER	3326	LAPSLEY	2318	LAWRENCE
7422	S	LANCASTER	3327	LAPSLEY	2410	LAWRENCE
7536	S	LANCASTER	3330	LAPSLEY	336	LAWSON
13122	S	LAND	3331	LAPSLEY	3818	LE FORGE
202		LANDIS	3334	LAPSLEY	3902	LE FORGE
208		LANDIS	3335	LAPSLEY	1905	LEACREST
215		LANDIS	3338	LAPSLEY	2000	LEACREST
216		LANDIS	3339	LAPSLEY	2132	LEACREST
218		LANDIS	3342	LAPSLEY	2533	LEACREST
227		LANDIS	3345	LAPSLEY	325	LEADS ST
229		LANDIS	3346	LAPSLEY	336	LEADS ST
4202		LANDRUM	3349	LAPSLEY	6315	LEANA
4206		LANDRUM	3350	LAPSLEY	6413	LEANA
4210		LANDRUM	3354	LAPSLEY	1819	LEATH
4217		LANDRUM	3356	LAPSLEY	2035	LEATH
4220		LANDRUM	4727	LARUE	2046	LEATH
4222		LANDRUM	910	LASALLE	2711	LEBROCK
4224		LANDRUM	3015	LATIMER	2718	LEBROCK
4227		LANDRUM	3414	LATIMER	2719	LEBROCK
4233		LANDRUM	3504	LATIMER	2720	LEBROCK
4300		LANDRUM	3513	LATIMER	2724	LEBROCK
4304		LANDRUM	3521	LATIMER	2728	LEBROCK
4309		LANDRUM	3730	LATIMER	2733	LEBROCK
4317		LANDRUM	3732	LATIMER	2736	LEBROCK
4402		LANDRUM	3815	LATIMER	2737	LEBROCK
9212		LANEYVALE	3922	LATIMER	2745	LEBROCK
9219		LANEYVALE	2327	LAUREL HILL	2749	LEBROCK
9426		LANEYVALE	10	LAURELAND	2807	LEBROCK
2507		LANGDON	546	E LAURELAND	2815	LEBROCK
8502		LAPANTO	62	LAWLER RD	2822	LEBROCK
2202		LAPSLEY	51	LAWLER RD	2823	LEBROCK
2626		LAPSLEY	2422	LAWRENCE	2826	LEBROCK
3123		LAPSLEY	2503	LAWRENCE	2827	LEBROCK
3203		LAPSLEY	2601	LAWRENCE	2838	LEBROCK
3207		LAPSLEY	2628	LAWRENCE	2843	LEBROCK
3211		LAPSLEY	2710	LAWRENCE	2854	LEBROCK
3215		LAPSLEY	2711	LAWRENCE	2855	LEBROCK
3219		LAPSLEY	2535	LAWRENCE	1048	LEDBETTER
3302		LAPSLEY	2218	LAWRENCE	1915	E LEDBETTER
3306		LAPSLEY	2454	LAWRENCE	2003	E LEDBETTER
3310		LAPSLEY	2446	LAWRENCE	2007	E LEDBETTER
3314		LAPSLEY	2442	LAWRENCE	2346	E LEDBETTER
3315		LAPSLEY	2434	LAWRENCE	2615	E LEDBETTER
3307	E	LEDBETTER	3523	LOCKETT	4504	LUZON

3311	E	LEDBETTER	3527		LOCKETT	4531		LUZON
3427	E	LEDBETTER	6806		LOCKHEED	4540		LUZON
3540	E	LEDBETTER	2226		LOCUST	4623		LUZON
5538	S	LEEWOOD	2238		LOCUST	4640		LUZON
4417		LELAND	2250		LOCUST	4644		LUZON
4506		LELAND	2739		LOCUST	4647		LUZON
4519		LELAND	2266		LOLITA	4531		LUZON
4911		LELAND	2740		LOLITA	4535		LUZON
4918		LELAND	2914		LOLITA	4611		LUZON
3823		LEMAY	2915		LOLITA	4639		LUZON
3903		LEMAY	850		LONG ACRE	4504		LUZON
3915		LEMAY	319		LONGRIDGE	4528		LUZON
13328		LENOSA	1220		LONSDALE	4648		LUZON
1307		LENWAY	1233		LONSDALE	4631		LUZON
1708		LENWAY	1		LOOP 12	1410		LYNN HAVEN
1710		LENWAY	13		LOOP 12	2426		LYOLA
2412		LENWAY	14		LOOP 12	2433		LYOLA
2501		LENWAY	15		LOOP 12	2441		LYOLA
2601		LENWAY	7455		LOOP 12	2716		LYOLA
1922		LEROY	1617	S	LORIS	2726		LYOLA
2042		LEROY	1300		LOTUS	2804		LYOLA
2904		LEWISTON	1302		LOTUS	2808		LYOLA
1619		LIFE	1309		LOTUS	2814		LYOLA
1619		LIFE	1311		LOTUS	2821		LYOLA
2023		LIFE	1313		LOTUS	2838		LYOLA
1816		LINCOLN	2214		LOTUS	2845		LYOLA
7436		LINDA	2226		LOTUS	2849		LYOLA
7507		LINDA	799		LOTUS	2853		LYOLA
5002		LINDER	1300		LOTUS	2854		LYOLA
5006		LINDER	210	E	LOUISIANA	11050	N	MACARTHUR
5035		LINDER	224	E	LOUISIANA	2141		MACK
4702		LINDSLEY	300	W	LOUISIANA	2249		MACON
5319		LINDSLEY	319	W	LOUISIANA	2310		MACON
4718		LINDSLEY	1423	E	LOUISIANA	2338		MACON
2816		LINFIELD	1616		LOUISIANA	2402		MACON
3023		LINFIELD	7012	W	LOVETT	2451		MACON
3514		LINFIELD	3716		LOVINGOOD	2622		MACON
3518		LINFIELD	3810		LOVINGOOD	2633		MACON
4632		LINFIELD	2302		LOWERY	2637		MACON
4816		LINFIELD	2308		LOWERY	2711		MACON
11518		LIPPITT	2331		LOWERY	2715		MACON
4532		LIVE OAK	2406		LOWERY	2718		MACON
2631		LOBDELL	2510		LOWERY	2726		MACON
2638		LOBDELL	2605		LOWERY	2731		MACON
2539		LOBDELL	6623		LUCY	2732		MACON



3300		LOCKETT	6627		LUCY	2807		MACON
2810		MACON	3311		MARCOLE	507	S	MARLBOROUGH
2826		MACON	3312		MARCOLE	902	S	MARLBOROUGH
2835		MACON	3315		MARCOLE	5001	S	MARNE
8233		MADDOX	3316		MARCOLE	5006		MARNE
2139		MAIL	3319		MARCOLE	5007		MARNE
2143		MAIL	3320		MARCOLE	5012		MARNE
245		MAIN	3323		MARCOLE	5021		MARNE
266	W	MAIN	3324		MARCOLE	5026		MARNE
2014		MAIN	3327		MARCOLE	5039		MARNE
4321	S	MALCOLM X	3328		MARCOLE	5102		MARNE
4400	S	MALCOLM X	3331		MARCOLE	2116		MARS RD
5003	S	MALCOLM X	3332		MARCOLE	825	S	MARSALIS
5007	S	MALCOLM X	3335		MARCOLE	1331		MARSALIS
5023	S	MALCOLM X	3342		MARCOLE	1342	S	MARSALIS
5031	S	MALCOLM X	2618		MARDER	1703	S	MARSALIS
5041	S	MALCOLM X	2802		MARDER	1903	S	MARSALIS
5124	S	MALCOLM X	1212		MARFA	2002	S	MARSALIS
5307	S	MALCOLM X	1236		MARFA	2415	S	MARSALIS
3815		MALDEN	1242		MARFA	2818	S	MARSALIS
3014	S	MALLORY	1247		MARFA	2823	S	MARSALIS
3122		MALLORY	1415		MARFA	2830	S	MARSALIS
2703		MANILA	1502		MARFA	2911	S	MARSALIS
6718		MANITOBA	1514		MARFA	2915	S	MARSALIS
1610		MARBURG	1527		MARFA	2923	S	MARSALIS
2231		MARBURG	1530		MARFA	2935	S	MARSALIS
2318		MARBURG	1531		MARFA	3107	S	MARSALIS
2539		MARBURG	1610		MARFA	4915	S	MARSALIS
2618		MARBURG	18		MARGEWOOD	3709		MARSHALL
2727		MARBURG	20		MARGEWOOD	4002		MARSHALL
2730		MARBURG	5714		MARGEWOOD	4103		MARSHALL
2731		MARBURG	2900		MARIDEEN	4220		MARSHALL
2735		MARBURG	2934		MARIDEEN	4302		MARSHALL
2738		MARBURG	2938		MARIDEEN	4315		MARSHALL
2739		MARBURG	8619		MARIGOLD	3919		MARSHALL
3001		MARBURG	8701		MARIGOLD	4335		MARSHALL
3010		MARBURG	9		MARINE	4338		MARSHALL
2318		MARBURG	10		MARINE	4002		MARSHALL
2524		MARBURG	2431		MARJORIE	412		MARTIN LUTHER KING JR
2614		MARBURG	2515		MARJORIE	2633		MARTIN LUTHER KING JR
2622		MARBURG	2521		MARJORIE	2714		MARTIN LUTHER KING JR
2706		MARBURG	2747		MARJORIE	5700		MARTINEZ
2723		MARBURG	2804		MARJORIE	515		MARTINIQUE
2827		MARBURG	3021		MARJORIE	811		MARTINIQUE

2843		MARBURG	3115	MARJORIE	3402	MARVIN D LOVE
4538		MARCELL	140	MARKS	7446	MARY DAN
3301		MARCOLE	150	MARKS	1704	MARY ELLEN
3307		MARCOLE	208	MARKS	1726	MARYLAND
2418		MARYLAND	1325	MCKENZIE	4230	S MESA GLEN
2419		MARYLAND	1332	MCKENZIE	2237	METROPOLITAN
2635		MARYLAND	1334	MCKENZIE	3514	METROPOLITAN
2915		MARYLAND	1336	MCKENZIE	3526	METROPOLITAN
4129		MARYLAND	1338	MCKENZIE	3803	METROPOLITAN
4216		MARYLAND	1428	MCKENZIE	3809	METROPOLITAN
4250		MARYLAND	1414	MCKENZIE	3905	METROPOLITAN
200		MASTERS	3018	MCNEIL	3926	METROPOLITAN
322	S	MASTERS	3333	MCNEIL	4015	METROPOLITAN
1608	N	MATAGORDA	2800	MEADOW	4213	METROPOLITAN
1608		MATAGORDA	2816	MEADOW	4301	METROPOLITAN
2711		MAURINE F BAILEY	2820	MEADOW	4507	METROPOLITAN
2723		MAURINE F BAILEY	3410	MEADOW	4522	METROPOLITAN
2726		MAURINE F BAILEY	4618	MEADOW	4602	METROPOLITAN
2746		MAURINE F BAILEY	2742	MEADOW DAWN	1607	METROPOLITAN
3315		MAYBETH	2816	MEADOW	1611	METROPOLITAN
3806		MAYBETH	2900	MEADOW	2240	METROPOLITAN
3930		MAYBETH	3414	MEADOW	2319	METROPOLITAN
1426		MAYWOOD	4921	MEADOW VIEW	4105	METROPOLITAN
1509		MAYWOOD	304	MEADOWCREEK	3821	METROPOLITAN
1515		MAYWOOD	428	MELBA	4339	METROPOLITAN
1413		MCBROOM	1206	MELBOURNE AVE	3614	METROPOLITAN
1414		MCBROOM	201	MELINDA	2826	METROPOLITAN
1721		MCBROOM	202	MELINDA	2821	METROPOLITAN
1729		MCBROOM	4220	MEMORY	2827	METROPOLITAN
1834		MCBROOM	4234	MEMORY	4523	METROPOLITAN
1906		MCBROOM	4400	MEMORY	4517	METROPOLITAN
1939		MCBROOM	4414	MEMORY	4515	METROPOLITAN
1956		MCBROOM	4520	MEMORY	4618	METROPOLITAN
2012		MCBROOM	1600	MENTOR	9120	METZ
2015		MCBROOM	1610	MENTOR	9211	METZ
2016		MCBROOM	1734	MENTOR	4825	MEXICANA
2017		MCBROOM	2405	MERLIN	4911	MEXICANA
2029		MCBROOM	2406	MERLIN	4934	MEXICANA
3402		MCBROOM	2412	MERLIN	5015	MEXICANA
3610		MCBROOM	2435	MERLIN	2414	MEYERS
3615		MCBROOM	2510	MERLIN	2423	MEYERS
3618		MCBROOM	2514	MERLIN	2506	MEYERS
3630		MCBROOM	2518	MERLIN	2509	MEYERS
3705		MCBROOM	2409	MERLIN	2515	MEYERS
3723		MCBROOM	2415	MERLIN	2522	MEYERS

3734	MCBROOM	2418	MERLIN	2526	MEYERS
3143	MCDERMOTT	2518	MERLIN	2527	MEYERS
3150	MCDERMOTT	2435	MERLIN	2602	MEYERS
739	MCDOWELL	206	MERRIFIELD	2609	MEYERS
1509	MCKEE	5535	MESA	2611	MEYERS
1315	MCKENZIE	5507	MESA CIR	2612	MEYERS
2621	MEYERS	2222	MOFFATT	420	N MOORE
2622	MEYERS	2226	MOFFATT	423	N MOORE
2641	MEYERS	2230	MOFFATT	424	N MOORE
3314	MEYERS	2235	MOFFATT	426	N MOORE
3519	MEYERS	2242	MOFFATT	427	N MOORE
3630	MEYERS	2246	MOFFATT	428	N MOORE
2704	MEYERSVILLE	2302	MOFFATT	501	N MOORE
1251	MICHIGAN	2303	MOFFATT	503	N MOORE
1610	MICHIGAN	2314	MOFFATT	506	N MOORE
1632	MICHIGAN	2319	MOFFATT	507	N MOORE
1735	MICHIGAN	2322	MOFFATT	508	N MOORE
2642	MICHIGAN	2327	MOFFATT	509	N MOORE
2710	MICHIGAN	2410	MOFFATT	511	N MOORE
2926	MICHIGAN	2415	MOFFATT	513	N MOORE
2938	MICHIGAN	2422	MOFFATT	515	N MOORE
3011	MICHIGAN	2431	MOFFATT	602	N MOORE
3051	MICHIGAN	2656	MOJAVE	607	N MOORE
3055	MICHIGAN	2724	MOJAVE	612	S MOORE
3302	MICHIGAN	2839	MOJAVE	2554	N MORGAN
3300	MIDDLEFIELD	2906	MOJAVE	2728	MORGAN
1015	MILDRED ST	2921	MOJAVE	3046	MORGAN
4715	MILITARY	3139	MOJAVE	3115	MORGAN
4727	MILITARY	4542	MOLER	3210	MORGAN
4819	MILITARY	345	MONTANA	3107	MORGAN
10011	MILL VALLEY	1122	E MONTCLAIR	2738	MORNING
5625	MILLAR	1220	S MONTCLAIR	2811	MORNING
623	MILLARD	2017	N MONTCLAIR	3902	MORNING
808	MILLARD	2021	S MONTCLAIR	1018	MOROCCO
813	MILLARD	4003	MONTIE	1210	N MOROCCO
825	MILLARD	4018	MONTIE	1250	N MOROCCO
2807	MILLBROOK	4311	MONTIE	1303	MORRELL
3502	MINGO	2300	MOONLIGHT	1307	MORRELL
3510	MINGO	2317	MOONLIGHT	1311	MORRELL
3531	MINGO	106	N MOORE	1420	N MORRELL
3539	MINGO	110	S MOORE	1722	MORRELL
3547	MINGO	114	S MOORE	1726	MORRELL
3516	MINGO	118	S MOORE	1735	MORRELL
3558	MINGO	122	S MOORE	1802	MORRELL
1143	MISSOURI	135	MOORE	2803	MORRELL

1143		MISSOURI	310	S	MOORE	1506	MORRIS
1643	E	MISSOURI	329	N	MOORE	1512	MORRIS
2718	E	MITCHELL	333	N	MOORE	1516	MORRIS
2728		MITCHELL	338	N	MOORE	1714	MORRIS
8200		MOBERLY	340	N	MOORE	1901	MORRIS
2106		MOFFATT	402	N	MOORE	1912	MORRIS
2110		MOFFATT	406	N	MOORE	1920	MORRIS
2111		MOFFATT	413	N	MOORE	1925	MORRIS
1929		MORRIS	4316		MYRTLE	6534	NO NAME
2011		MORRIS	6310		MYRTLE	9011	NO NAME
2017		MORRIS	6318		MYRTLE	1224	NOAH
2020		MORRIS	123		NACHITA	1100	NOKOMIS
2030		MORRIS	2810		NAMUR	1131	NOLTE
3500		MORRIS	2825	S	NAMUR	1415	NOMAS
3506		MORRIS	3145		NANDINA	1525	NOMAS
3510		MORRIS	3244		NANDINA	1735	NOMAS
3542		MORRIS	9999		NANTUCKET VILLAGE	1842	NOMAS
3602		MORRIS	10311		NANTUCKET VILLAGE	1846	NOMAS
3606		MORRIS	2446		NAOMA	1939	NOMAS
3639		MORRIS	2506		NAOMA	1955	NOMAS
3701		MORRIS	7934		NASSAU	1966	NOMAS
3722		MORRIS	8002	S	NASSAU	2010	NOMAS
3741		MORRIS	3343	S	NAVAJO	3316	NOMAS
1		MOSSGLEN DR	3018		NAVARO	3320	NOMAS
1222		MOUNTAIN LAKE	3116		NAVARO	3321	NOMAS
1405		MOUNTAIN LAKE	3226		NAVARO	3324	NOMAS
1		MOUNTAIN SHORES	3314		NAVARO	3326	NOMAS
2		MOUNTAIN SHORES	3321		NAVARO	3407	NOMAS
3		MOUNTAIN SHORES	3503		NAVARO	3431	NOMAS
4		MOUNTAIN SHORES	5		NAVY	3529	NOMAS
5		MOUNTAIN SHORES	15		NAVY	3615	NOMAS
16		MOUNTAIN SHORES	221		NAVY	3630	NOMAS
2206		MOUSER ST	1909		NEAL	3715	NOMAS
3616		MT EVEREST	111		NECHES	3718	NOMAS
3726		MT RANIER	654		NEELY	3720	NOMAS
3623		MT ROYAL	631	W	NEOMI	5518	NOMAS
804		MUNCIE	722		NEOMI	5521	NOMAS
908		MUNCIE	726		NEOMI	5703	NOMAS
910		MUNCIE	731		NEOMI	5707	NOMAS
913		MUNCIE	9999		NEW BEDFORD	5711	NOMAS
1812		MUNCIE	9325		NEWHALL	5715	NOMAS
1911		MUNCIE	9407		NEWHALL	5719	NOMAS

1923	MUNCIE	1115	NEWPORT AVE	5723	NOMAS
1927	MUNCIE	3115	NICHOLSON	4705	NOME
119	MURDEAUX	5	NO NAME	4711	NOME
547	MURDOCK	8	NO NAME	4716	NOME
605	MURDOCK	363	NO NAME	4720	NOME
609	MURDOCK	999	NO NAME	4723	NOME
720	MURDOCK	1219	NO NAME	4732	NOME
824	MURDOCK	3515	NO NAME	4736	NOME
1624	N MURDOCK	5839	NO NAME	4744	NOME
10019	MUSKOGEE DR	6036	NO NAME	4748	NOME
3015	MYRTLE	6500	NO NAME	4812	NOME
3511	MYRTLE	6524	NO NAME	4820	NOME
3824	MYRTLE	6532	NO NAME	4832	NOME
4836	NOME	4234	OPAL	2620	PALL MALL
4843	NOME	3831	OPAL	2656	PALL MALL
4851	NOME	3810	OPAL	2660	PALL MALL
4123	NORCO	4214	OPAL	2715	PALL MALL
239	NORTH SHORE	800	OSLO	2719	PALL MALL
1201	NORTH	829	OSLO	2723	PALL MALL
1207	NORTH	76	OVERLOOK	2750	PALL MALL
1215	NORTH	1427	OVERTON	2808	PALL MALL
1310	NORTH	1607	E OVERTON	2814	PALL MALL
851	OAK FOREST	1618	E OVERTON	2815	PALL MALL
2826	OAK LN	1623	E OVERTON	2820	PALL MALL
714	OAK PARK	1651	E OVERTON	2824	PALL MALL
2328	OAK PLAZA	2307	E OVERTON	557	PALMETTO
2404	OAK PLAZA	2730	E OVERTON	2741	PALO ALTO
2419	OAK PLAZA	2803	E OVERTON	3155	PALO ALTO
2364	OAKDALE	2835	E OVERTON	3172	PALO ALTO
2370	OAKDALE	3907	OVERTON	9302	PARAMOUNT
2428	OAKDALE	4023	OVERTON	9426	PARAMOUNT
2510	OAKDALE	3915	OVERTON	9502	PARAMOUNT
2514	OAKDALE	4015	OVERTON	1805	PARK ROW
2519	OAKDALE	4007	OVERTON	1819	PARK ROW
2521	OAKDALE	4011	OVERTON	2532	PARK ROW
2542	OAKDALE	1418	OWEGA	2723	PARK ROW
2543	OAKDALE	1422	OWEGA	1409	PARK ROW
2547	OAKDALE	1426	OWEGA	1815	PARK ROW
2834	OAKDALE	1442	OWEGA	1831	PARK ROW
1306	OAKLEY	1446	OWEGA	2445	PARKCLIFF
1308	OAKLEY	1510	OWEGA	5407	PARKDALE
1406	OAKLEY	1542	OWEGA	5411	PARKDALE
1506	OAKLEY	4721	OWENWOOD	6903	PARKDALE
9999	OAKWOOD	4818	OWENWOOD	6919	PARKDALE
2403	OBENCHAIN	4822	OWENWOOD	6927	PARKDALE

4		ODESSA	4838		OWENWOOD	6938	PARKDALE
3431		ODESSA	1179		OXBOW	5008	PARKLAND
4103		ODESSA	1183		OXBOW	721	PARKVIEW
8621		ODOM	4907		PACIFIC	509	PARKWOOD
318	E	OHIO	704		PACKARD	516	PARKWOOD
1238	W	OHIO	705		PACKARD	605	PARKWOOD
1242	E	OHIO	713		PACKARD	611	PARKWOOD
1567	E	OHIO	717		PACKARD	617	PARKWOOD
114		OHIO	721		PACKARD	623	PARKWOOD
119	W	OHIO	1011	S	PACKARD	629	PARKWOOD
1538	E	OHIO	1014		PACKARD	740	PARKWOOD
219	W	OKLAUNION	3522		PACKARD	1211	PARLAY
900001		OLD MOSS	417		PAGE	1212	PARLAY
3708		OPAL	4022	W	PALACIOS	1215	PARLAY
3923		OPAL	2322		PALL MALL	1216	PARLAY
1219		PARLAY	606		PEMBERTON HILL	3049	PERSIMMON
1222		PARLAY	648		PEMBERTON HILL	3053	PERSIMMON
1223		PARLAY	1031		PEMBERTON HILL	3129	PERSIMMON
2708		PARNELL	3533		PENELOPE	3156	PERSIMMON
2722		PARNELL	3603		PENELOPE	3203	PERSIMMON
2724		PARNELL	3606		PENELOPE	4508	PHILIP
2732		PARNELL	3702		PENELOPE	4515	PHILIP
2828		PARNELL	3704		PENELOPE	4520	PHILIP
2901		PARNELL	3707		PENELOPE	4523	PHILIP
2915		PARNELL	3719		PENELOPE	4524	PHILIP
4528		PARRY	3815		PENELOPE	4531	PHILIP
4910		PARRY	3819		PENELOPE	5119	PHILIP
2708		PARSONS	3922		PENELOPE	5509	PICKFAIR CIR
2712		PARSONS	3631		PENELOPE	108	PIN OAK
2711		PARSONS	3532		PENELOPE	112	PIN OAK
3343		PARVIA	3602		PENELOPE	267	PIN OAK
5168		PATONIA	3614		PENELOPE	410	PIN OAK
1307		PEABODY	1313		PENNSYLVANIA	1600	PINE
1319		PEABODY	1317		PENNSYLVANIA	1603	PINE
1325		PEABODY	1325		PENNSYLVANIA	1609	PINE
1812		PEABODY	1415		PENNSYLVANIA	1617	PINE
2311		PEABODY	2414		PENNSYLVANIA	1725	PINE
2408		PEABODY	2504		PENNSYLVANIA	2232	PINE
2413		PEABODY	2525		PENNSYLVANIA	2233	PINE
2509		PEABODY	2710		PENNSYLVANIA	2408	PINE
2524		PEABODY	2722		PENNSYLVANIA	2506	PINE
2525		PEABODY	2812		PENNSYLVANIA	2522	PINE
2529		PEABODY	2822		PENNSYLVANIA	2538	PINE
2533		PEABODY	2834		PENNSYLVANIA	2539	PINE
2610		PEABODY	2908		PENNSYLVANIA	2603	PINE

2612	PEABODY	3105	PENNSYLVANIA	2616	PINE
1637	PEAR	3110	PENNSYLVANIA	2643	PINE
1712	PEAR	3117	PENNSYLVANIA	3218	PINE
1713	PEAR	3203	PENNSYLVANIA	3235	PINE
2819	PEARY	3423	PEORIA	3319	PINE
2823	PEARY	3717	PEORIA	3335	PINE
2859	PEARY	3722	PEORIA	3622	PINE
2875	PEARY	3738	PEORIA	3635	PINE
999	PEBBLE VALLEY	3838	PEORIA	3639	PINE
401	PECAN	3842	PEORIA	3642	PINE
402	PECAN	4528	PERRY	3702	PINE
407	PECAN	2	PERSIMMON	3710	PINE
408	PECAN	2906	PERSIMMON	3714	PINE
413	PECAN	2918	PERSIMMON	3723	PINE
416	PECAN	2937	PERSIMMON	3902	PINE
423	PECAN	3038	PERSIMMON	4002	PINE
431	PECAN	3045	PERSIMMON	4010	PINE
2002	PLAINCREEK	925	POLK	2931	PROSPERITY
2010	PLAINCREEK	9330	POLK	3018	PROSPERITY
2016	PLAINCREEK	9408	S POLK	3019	PROSPERITY
8334	PLAINVIEW	1818	S POLLARD	2931	PROSPERITY
8344	PLAINVIEW	1842	POLLARD	2745	PROSPERITY
8351	PLAINVIEW	1919	S POLLARD	2771	PROSPERITY
8401	PLAINVIEW	3915	POLLY	3710	PROSPERITY
8430	PLAINVIEW	3919	POLLY	1403	PUEBLO
134	PLEASANT MEADOWS	3924	POLLY	1515	PUEBLO
204	PLEASANT MEADOWS	3927	POLLY	1903	PUEBLO
604	PLEASANT	3933	POLLY	1922	PUEBLO
612	PLEASANT VISTA	3425	PONDROM	1933	PUEBLO
613	PLEASANT VISTA	3509	PONDROM	3318	PUEBLO
619	PLEASANT WOODS	708	PONTIAC	3329	PUEBLO
627	PLEASANT WOODS	800	PONTIAC	3423	PUEBLO
1038	PLEASANT	801	PONTIAC	3434	PUEBLO
1813	PLEASANT	903	PONTIAC	3521	PUEBLO
2267	PLEASANT	1023	PONTIAC	3525	PUEBLO
2271	PLEASANT	1624	POPLAR	3541	PUEBLO
2851	PLEASANT	1715	POPLAR	3543	PUEBLO
3105	PLEASANT	2207	POPLAR	3552	PUEBLO
1420	N PLUM	2307	POPLAR	3622	PUEBLO
5734	N PLUM DALE	2206	PORTERFIELD	3623	PUEBLO
5739	PLUM DALE	2210	PORTERFIELD	3624	PUEBLO
5744	PLUM DALE	2213	PORTERFIELD	3626	PUEBLO
5800	PLUM DALE	2214	PORTERFIELD	3700	PUEBLO
5801	PLUM DALE	2218	PORTERFIELD	5618	PUEBLO

5818	PLUM DALE	2221	PORTERFIELD	5622	PUEBLO
5906	PLUM DALE	800	PRAIRIE CREEK	5626	PUEBLO
5908	PLUM DALE	1002	N PRAIRIE CREEK	5630	PUEBLO
6018	PLUM DALE	1	PRAIRIE FLOWER	5633	PUEBLO
6022	PLUM DALE	8509	PRAIRIE HILL LN	5634	PUEBLO
6023	PLUM DALE	900009	PRATER	5637	PUEBLO
6031	PLUM DALE	1432	PRESIDIO	5638	PUEBLO
6035	PLUM DALE	1613	PRESIDIO	5641	PUEBLO
6039	PLUM DALE	1651	PRESIDIO	5642	PUEBLO
6043	PLUM DALE	6526	PROSPER ST	5645	PUEBLO
6047	PLUM DALE	2727	PROSPERITY	5646	PUEBLO
6051	PLUM DALE	2753	PROSPERITY	5649	PUEBLO
6055	PLUM DALE	2761	PROSPERITY	5650	PUEBLO
6059	PLUM DALE	2763	PROSPERITY	5654	PUEBLO
6067	PLUM DALE	2769	PROSPERITY	5658	PUEBLO
6071	PLUM DALE	2781	PROSPERITY	5702	PUEBLO
6072	PLUM DALE	2801	PROSPERITY	5703	PUEBLO
800	PLYMOUTH	2802	PROSPERITY	5706	PUEBLO
4114	POINSETTIA	2910	PROSPERITY	5707	PUEBLO
4105	S POINTER	2918	PROSPERITY	5802	PUEBLO
5805	PUEBLO	3038	RAMSEY	3107	REYNOLDS
5806	PUEBLO	3051	RAMSEY	3119	REYNOLDS
5809	PUEBLO	3106	RAMSEY	3239	REYNOLDS
5810	PUEBLO	3106	RAMSEY	3306	RICH ACRES
5813	PUEBLO	5700	RANCHERO	3312	RICH ACRES
5814	PUEBLO	2453	RANDOLPH	3312	RICH ACRES
5817	PUEBLO	2519	RANDOLPH	1126	RIDGEWOOD
5818	PUEBLO	2551	RANDOLPH	2623	RIPPLE
5821	PUEBLO	4020	RANGER	2627	RIPPLE
5822	PUEBLO	4024	RANGER	2631	RIPPLE
5825	PUEBLO	1411	RANIER	2637	RIPPLE
5826	PUEBLO	110	RAVINIA	2637	RIPPLE
5829	PUEBLO	202	RAVINIA	2640	RIPPLE
5830	PUEBLO	502	S RAYENELL	2641	RIPPLE
5900	PUEBLO	563	S RAYENELL	2919	RIPPLE
1414	PUEBLO	607	RAYENELL	2935	RIPPLE
1947	PUEBLO	623	RAYENELL	5618	RIVERSIDE
3324	PUEBLO	643	RAYENELL	718	RIVERWOOD
3107	PUGET	650	RAYENELL	2506	ROBERT B CULLUM
3221	PUGET	766	RAYENELL	2734	ROBERTA
4011	PUGET	802	RAYENELL	2803	ROBERTA
1201	PURITAN	821	RAYENELL	2807	ROBERTA
1205	PURITAN	2538	RAYMOND	2811	ROBERTA
1208	PURITAN	319	RED WING	3437	ROBERTS
1209	PURITAN	334	RED WING	3501	ROBERTS



1212	PURITAN	7012	REDBUD	3516	ROBERTS
8724	QUINN	7202	REDBUD	3927	ROBERTS
9039	QUINN	2808	REED	4003	ROBERTS
6606	RACINE	2835	REED	4006	ROBERTS
5404	RAILROAD	2919	REED	4010	ROBERTS
5408	RAILROAD	2923	REED	4014	ROBERTS
5412	RAILROAD	3003	REED	2601	ROCHESTER
5416	RAILROAD	3014	REED	2711	ROCHESTER
5420	RAILROAD	3018	REED	2718	ROCHESTER
5438	RAILROAD	3022	REED	2907	ROCHESTER
4219	RAMONA	3220	REED	2910	ROCHESTER
15	RAMSEY	3228	REED	2915	ROCHESTER
1609	RAMSEY	3231	REED	2922	ROCHESTER
1931	RAMSEY	3311	REED	3002	ROCHESTER
2019	RAMSEY	3327	REED	3006	ROCHESTER
2431	RAMSEY	3335	REED	3010	ROCHESTER
2614	RAMSEY	3706	REESE	3016	ROCHESTER
2615	RAMSEY	4625	REIGER	2231	ROCKEFELLER
2716	RAMSEY	4825	REIGER	2203	ROCKEFELLER
2742	RAMSEY	5533	REIGER	10726	ROCKINGHAM
2743	RAMSEY	1200	RENNER	709	ROCKWOOD
2819	RAMSEY	1315	RENNER	713	ROCKWOOD
717	ROCKWOOD	7920	SAIPAN	356	SEAGOVILLE
725	ROCKWOOD	832	SAMIA	9622	SEAGOVILLE
2715	ROGERS	2519	SAMOA AVE	10115	SEAGOVILLE
2719	ROGERS	2515	SAMOA AVE	14100	SEAGOVILLE
2731	ROGERS	3100	SAMUELL	2824	SEATON
2227	ROMINE	7534	SAN JOSE	2827	SEATON
2526	ROMINE	2812	SANDERSON	2845	S SEATON
2530	ROMINE	1104	SANE ST	2924	SEATON
3409	ROSELAND	1518	SANGER	2926	SEATON
4407	ROSELAND	1808	SANGER	2930	SEATON
5	ROSEMONT	1822	SANGER	4427	SEAY
7512	ROSEMONT	2703	SANTA CRUZ	6516	SEBRING
7922	ROSEMONT	2611	SANTA FE	6546	SEBRING
4407	ROSINE	4934	SANTA FE	8906	SEDGEMOOR
4428	ROSINE	7125	SANTA FE	9310	SEDGEMOOR
5120	ROSINE	6221	SARAH LEE	1508	SEEGAR
8003	ROTHINGTON	6227	SARAH LEE	1516	SEEVERS
8005	ROTHINGTON	1001	SARGENT	1615	SEEVERS
1401	ROWAN	2731	SCAMMEL	1723	SEEVERS
1424	ROWAN	15	SCARSDALE	1912	SEEVERS
1616	ROXANA	3902	SCHOFIELD	1918	SEEVERS
2100	ROYAL OAKS	3918	SCHOFIELD	2118	SEEVERS
2200	ROYAL OAKS	3607	SCHUSTER	2502	SEEVERS

5700	ROYAL	2203	SCOTLAND	2518	SEEVERS
10110	ROYCE	2323	SCOTLAND	2522	SEEVERS
10117	ROYCE	2414	SCOTLAND	2624	SEEVERS
4334	RUSK	2754	SCOTLAND	2714	SEEVERS
4411	RUSK	2775	SCOTLAND	2930	SEEVERS
4414	RUSK	2329	SCOTT	3054	SEEVERS
3702	RUSKIN	2341	SCOTT	1331	SELKIRK
3709	RUSKIN	2343	SCOTT	4111	SHADRACK
3724	RUSKIN	2418	SCOTT	2510	SHARON
3238	RUTLEDGE	3407	SCOUT	2512	SHARON
3300	RUTLEDGE	3517	SCOUT	2758	SHARON
3306	RUTLEDGE	4300	SCYENE	1716	SHAW
3310	RUTLEDGE	4401	SCYENE	1846	SHAW
3315	RUTLEDGE	4403	SCYENE	1910	SHAW
3322	RUTLEDGE	7225	SCYENE	1917	SHAW
3323	RUTLEDGE	7331	SCYENE	1964	SHAW
3327	RUTLEDGE	7339	SCYENE	1968	SHAW
3441	RUTZ	7800	SCYENE	2028	SHAW
8143	RYLIE	8000	SCYENE	1702	SHAW
9557	RYLIE CREST	131	SEAGOVILLE	1940	SHAW
10708	RYLIE CREST	134	SEAGOVILLE	7	SHAYNA
506	SABINE	141	N SEAGOVILLE	1222	SHEFFIELD
1020	SABINE	235	N SEAGOVILLE	1402	SHEFFIELD
1031	SABINE	340	SEAGOVILLE	1408	SHEFFIELD
3436	SHELDON	4655	SILVER	4019	SOLOMAN
3444	SHELDON	4701	SILVER	4102	SOLOMAN
3932	SHELLEY	4800	SILVER	4135	SOLOMAN
2113	SHELLHORSE	4806	SILVER	4029	SONNY CIR
2123	SHELLHORSE	4807	SILVER	3703	SONORA
2130	SHELLHORSE	4820	SILVER	3934	SONORA
2140	SHELLHORSE	4831	SILVER	3935	SONORA
2206	SHELLHORSE	9406	SILVER FALLS	1802	SOUTH
2212	SHELLHORSE	4020	SILVERHILL	1804	SOUTH
2218	SHELLHORSE	2411	SIMPSON STUART	1901	SOUTH
23	SHEPHERD	2417	SIMPSON STUART	2516	SOUTH
3906	SHINDOLL	2955	SIMPSON STUART	2524	SOUTH
1711	SHORE	5327	SIMPSON STUART	2934	SOUTH
1715	SHORE	5711	SINGLETON	3101	SOUTH
1719	E SHORE	9700	SKILLMAN	3116	SOUTH
1619	SICILY	14000	SKYFROST	222	SOUTH SHORE
1702	E SICILY	14300	SKYFROST	625	SOUTHEAST
1702	SICILY	14515	SKYFROST	1717	SOUTHERLAND
1715	SICILY	2403	SKYLARK DR	3158	SOUTHERN OAKS
3517	SIDNEY	8746	SLAY	3202	SOUTHERN OAKS
3521	SIDNEY	8752	SLAY	3234	SOUTHERN OAKS

3527	SIDNEY	1514	SMOKE TREE	3292	SOUTHERN OAKS
3529	SIDNEY	1703	SMOKE TREE	2202	SOUTHLAND
3533	SIDNEY	1707	SMOKE TREE	2241	SOUTHLAND
3534	SIDNEY	1711	SMOKE TREE	2319	SOUTHLAND
3601	SIDNEY	1717	SMOKE TREE	2515	SOUTHLAND
3603	SIDNEY	1732	SMOKE TREE	2522	SOUTHLAND
3607	SIDNEY	1852	SMOKE TREE	2607	SOUTHLAND
3621	SIDNEY	1903	SMOKE TREE	2622	SOUTHLAND
3622	SIDNEY	1940	SMOKE TREE	2623	SOUTHLAND
3711	SIDNEY	1948	SMOKE TREE	2631	SOUTHLAND
3802	SIDNEY	3760	SOFT WIND	2714	SOUTHLAND
3926	SIDNEY	3623	SOFTCLOUD	2731	SOUTHLAND
2614	SILKWOOD	4510	SOLAR	2826	SOUTHLAND
2618	SILKWOOD	4534	SOLAR	2838	SOUTHLAND
2620	SILKWOOD	4534	SOLAR	405	SPARKS
2701	SILKWOOD	4535	SOLAR	418	SPARKS
2718	SILKWOOD	4542	SOLAR	433	SPARKS
2726	SILKWOOD	4543	SOLAR	442	SPARKS
2727	SILKWOOD	4550	SOLAR	505	SPARKS
2730	SILKWOOD	4553	SOLAR	622	SPARKS
2802	SILKWOOD	4557	SOLAR	624	SPARKS
2811	SILKWOOD	4600	SOLAR	421	SPARKS
2814	SILKWOOD	4603	SOLAR	6530	SPEIGHT
2818	SILKWOOD	4624	SOLAR	3707	SPENCE
2819	SILKWOOD	4002	SOLOMAN	3809	SPENCE
4635	SILVER	4006	SOLOMAN	3810	SPENCE
3818	SPENCE	4603	SPRING GARDEN	3919	STANLEY SMITH
3819	SPENCE	4611	SPRING GARDEN	6625	STARKEY
3827	SPENCE	4631	SPRING GARDEN	2331	STARKS
3835	SPENCE	5508	SPRING VALLEY	2441	STARKS
3905	SPENCE	2714	SPRINGDALE	2510	STARKS
4006	SPENCE	3021	SPRINGVIEW	2511	STARKS
11521	SPENCE	3026	SPRINGVIEW	2538	STARKS
6105	SPORTSMANS	3211	SPRINGVIEW	2707	STARKS
6111	SPORTSMANS	3240	SPRINGVIEW	2315	STARKS
6115	SPORTSMANS	3327	SPRINGVIEW	2331	STARKS
6121	SPORTSMANS	3337	SPRINGVIEW	2336	STARKS
6125	SPORTSMANS	3347	SPRINGVIEW	2412	STARKS
6131	SPORTSMANS	3350	SPRINGVIEW	2424	STARKS
6135	SPORTSMANS	3360	SPRINGVIEW	2425	STARKS
6141	SPORTSMANS	3361	SPRINGVIEW	2702	STARKS
6145	SPORTSMANS	2865	SPRUCE VALLEY	2635	STARKS
6151	SPORTSMANS	2925	SPRUCE VALLEY	2627	STARKS
6155	SPORTSMANS	2925	SPRUCE VALLEY	2344	STARKS
6165	SPORTSMANS	2925	SPRUCE VALLEY	2415	STARKS

6171	SPORTSMANS	348	S	ST AUGUSTINE	2404	STARKS
6181	SPORTSMANS	1101		ST AUGUSTINE	2406	STARKS
6211	SPORTSMANS	1337		ST AUGUSTINE	2410	STARKS
6221	SPORTSMANS	1619	S	ST AUGUSTINE	2440	STARKS
6231	SPORTSMANS	1925	S	ST AUGUSTINE	319	STARR
6241	SPORTSMANS	2237	N	ST AUGUSTINE	3731	STATE OAK
3303	SPRING	2945	S	ST AUGUSTINE	816	STELLA
3304	SPRING	5259		ST CHARLES	1315	STELLA
3310	SPRING	2411		ST CLAIR	1406	STELLA
3319	SPRING	2415	S	ST CLAIR	1451	STELLA
3331	SPRING	2416		ST CLAIR	2522	STEPHENSON
3335	SPRING	2425		ST CLAIR	2529	STEPHENSON
3524	SPRING	2434		ST CLAIR	2711	STEPHENSON
3619	SPRING	2437		ST CLAIR	2727	STEPHENSON
3623	SPRING	2439		ST CLAIR	4	STILLWELL
3627	SPRING	2521		ST CLAIR	5	STILLWELL
3804	SPRING	2517		ST CLAIR	1425	STIRLING
3808	SPRING	2425		ST CLAIR	1444	STIRLING
3900	SPRING	2421		ST CLAIR	4611	STOKES
3905	SPRING	2413		ST CLAIR	4616	STOKES
4237	SPRING	2414		ST CLAIR	4640	STOKES
4304	SPRING	2422		ST CLAIR	4646	STOKES
4326	SPRING	2428		ST CLAIR	4648	STOKES
4334	SPRING	2506		ST CLAIR	4708	STOKES
4335	SPRING	2418		ST CLAIR	4716	STOKES
4723	SPRING	407		ST MARY	4719	STOKES
4803	SPRING	3820		STANLEY SMITH	4720	STOKES
4927	SPRING	3914		STANLEY SMITH	4723	STOKES
4729	STOKES	2404		SYLVIA	5232	TERRY
4735	STOKES	2432		SYLVIA	2049	THEDFORD
4743	STOKES	2517		SYLVIA	909	THELMA
4748	STOKES	2517		SYLVIA	3209	THOMAS
4751	STOKES	2429		TALCO DR	2431	THROCKMORTON
4752	STOKES	2210		TALLYHO	216	S TILLERY
4803	STOKES	2214		TALLYHO	218	N TILLERY
4804	STOKES	2403		TALLYHO	802	N TILLERY
8123	STONEHURST	2407		TALLYHO	1116	TILLERY
1741	STONEMAN	2410		TALLYHO	1120	TILLERY
1010	STONEWALL	2411		TALLYHO	3502	S TIOGA
1	STRAUS RD	2415		TALLYHO	3312	N TOKAY
1038	STRICKLAND	2419		TALLYHO	3316	TOKAY
1402	STRICKLAND	2430		TALLYHO	3317	TOKAY
1404	STRICKLAND	2435		TALLYHO	3320	TOKAY
1411	STRICKLAND	503		TAMA	3321	TOKAY
4500	STROBEL	524		TAMA	3324	TOKAY

4907	STROBEL	100	TAMALPAIS	3325	TOKAY
4915	STROBEL	99999	TAMALPAIS	3328	TOKAY
4919	STROBEL	2603	TANNER	3329	TOKAY
4	STRONG	2636	TANNER	3332	TOKAY
2416	SUE	2643	TANNER	3333	TOKAY
8116	SUETELLE	812	TARRYALL	3336	TOKAY
1861	SUMMIT	818	TARRYALL	3337	TOKAY
1725	SUNBEAM	925	TARRYALL	3341	TOKAY
1807	SUNBEAM	101	TATUM	3342	TOKAY
2322	SUNBEAM	703	TATUM	3345	TOKAY
2324	SUNBEAM	6907	S TAYLOE	3346	TOKAY
2424	SUNBEAM	8773	N TEAGARDEN	3349	TOKAY
2426	SUNBEAM	6309	TEAGUE	3352	TOKAY
2427	SUNBEAM	6311	TEAGUE	12	TOLUCA
2428	SUNBEAM	6317	TEAGUE	1710	TOLUCA
2430	SUNBEAM	6418	TEAGUE	1720	TOLUCA
2516	SUNBEAM	6419	TEAGUE	3230	TOPEKA
2550	SUNBEAM	6510	TEAGUE	1718	TORONTO
3218	SUNNYVALE	6530	TEAGUE	1731	TORONTO
3814	SUNNYVALE	3906	TELEPHONE	1835	TORONTO
18	SUNSET VILLAGE	1302	TEMPEST	1836	TORONTO
237	SUNSET	1306	TEMPEST	1848	TORONTO
2807	SUTTON	1454	TEMPEST	1950	TORONTO
2819	SUTTON	2940	TERMINAL	2009	TORONTO
2823	SUTTON	116	TERRACE	2014	TORONTO
2728	SWANSON	239	TERRACE	3402	TORONTO
2803	SWANSON	3431	TERRELL	3403	TORONTO
2806	SWANSON	3535	TERRELL	3407	TORONTO
3354	SYLVAN	4801	TERRY	3423	TORONTO
4244	SYLVESTER	5102	TERRY	3519	TORONTO
3540	TORONTO	2561	TUNE	3806	VANDERVOORT
3548	TORONTO	2566	TUNE	3810	VANDERVOORT
3561	TORONTO	2574	TUNE	3914	VANDERVOORT
3618	TORONTO	21	TURFWAY	4010	VANDERVOORT
3619	TORONTO	3107	TUSKEGEE	3129	VANNERSON
3624	TORONTO	3112	TUSKEGEE	3141	VANNERSON
3632	TORONTO	3114	TUSKEGEE	7342	VECINO
3719	TORONTO	3208	TUSKEGEE	114	VENTURA
5803	TORONTO	3217	TUSKEGEE	2	VERDE
900063	TOWNE HOUSE	3224	TUSKEGEE	4	VERDE
6030	TRACY	3226	TUSKEGEE	4610	VERDUN
6034	TRACY	3228	TUSKEGEE	4635	VERDUN
6102	TRACY	1110	TYLER	801	VERMONT
6314	TRACY	2526	TYLER	813	VERMONT
6316	TRACY	5406	UNIVERSITY HILLS	1013	VERMONT

6342	TRACY	9	S	UNKNOWN	1126	VERMONT
9711	TRAVIS	3007		URBAN	5029	VETERANS
9715	TRAVIS	3107	S	URBAN	5143	VETERANS
9719	TRAVIS	3115		URBAN	4213	VICTOR
9723	TRAVIS	2611		VALENTINE	4616	VICTOR
9727	TRAVIS	2726		VALENTINE	9999	VIDA
9731	TRAVIS	2802		VALENTINE	13000	VIDA
4709	TREMONT	2811		VALENTINE	2726	VILBIG
3300	TRINITY GATE	2814		VALENTINE	3106	VILBIG
3400	TRINITY GATE	2822		VALENTINE	3110	VILBIG
7903	TROJAN	2907		VALENTINE	3118	VILBIG
7912	TROJAN	2926		VALENTINE	3205	VILBIG
7928	TROJAN	3027		VALENTINE	3401	VILBIG
7931	TROJAN	3041		VALENTINE	3510	VILBIG
7936	TROJAN	3015		VALENTINE	3705	VILBIG
7955	TROJAN	2702		VALENTINE	3722	VILBIG
7959	TROJAN	2823		VALENTINE	1730	VILBIG
7960	TROJAN	1301		VALLEY	3300	VILBIG
2813	TROY	1303		VALLEY	3502	VILBIG
2819	TROY	1306		VALLEY	3335	VILBIG
2823	TROY	1307		VALLEY	3339	VILBIG
1708	TRUNK	1314		VALLEY	3831	VINEYARD
1818	TRUNK	1316		VALLEY	3922	VINEYARD
1822	TRUNK	1335		VALLEY	4006	VINEYARD
4011	TRUNK	40		VALLEY MILLS	4011	VINEYARD
4042	TUMALO	42		VALLEY MILLS	3826	VINEYARD
1702	TUNE	45		VALLEY MILLS	3906	VINEYARD
1925	TUNE	47		VALLEY MILLS	1413	W AIRPORT FWY
2329	TUNE	9652		VALLEY MILLS	322	W BROWNLEE
2402	TUNE	820		VAN BUREN	202	W MAIN ST
2446	TUNE	5611		VAN WINKLE	1335	WACO
2471	TUNE	3716	N	VANDERVOORT	1415	WACO
1522	WACO	1104		WAYNE ST	2874	WESTRIDGE
1611	WACO	373	N	WEAVER	9013	WESTSIDE
1614	WACO	3122	S	WEISENBERGER	9014	WESTSIDE
1706	WACO	3519		WEISENBERGER	15	WESTWAY
8822	WADLINGTON	3916		WEISENBERGER	1294	WHISPERING
5006	WADSWORTH	3813		WEISENBERGER	1	N WHISPERING OAKS
4503	WAHOO	3017		WEISENBERGER	1507	WHITAKER
4515	WAHOO	4026		WEISENBERGER	1503	WHITAKER
4519	WAHOO	4130		WEISENBERGER	8916	WHITEHALL
4523	WAHOO	2521		WELLS	9216	WHITEHALL
4535	WAHOO	2527		WELLS	9222	WHITEHALL
4531	WAHOO	2531		WELLS	9428	WHITEHALL
3808	WALDRON	2533		WELLS	920	WHITEHALL

3918	WALDRON	2519	WELLS	2837	WHITEWOOD
4039	WALKER	2517	WELLS	1110	WHITLEY
907	WALKWAY	3217	WENDELKIN	1000	WILD BRICK
1012	WALKWAY	3317	WENDELKIN	3806	WILDER
1621	WALMSLEY	3401	WENDELKIN	2234	WILHURT
54	WALNUT	3417	WENDELKIN	2235	WILHURT
1715	WARREN	3624	WENDELKIN	2243	WILHURT
2409	WARREN	3741	WENDELKIN	2246	WILHURT
2413	WARREN	3425	WENDELKIN	2247	WILHURT
2614	WARREN	3514	WENDELKIN	2251	WILHURT
2617	WARREN	3518	WENDELKIN	2314	WILHURT
2625	WARREN	3636	WENDELKIN	2318	WILHURT
2631	WARREN	3722	WENDELKIN	2414	WILHURT
2701	WARREN	3730	WENDELKIN	2507	WILHURT
3021	WARREN	8103	WES HODGES	2515	WILHURT
2625	WARREN	8107	WES HODGES	2535	WILHURT
2631	WARREN	8111	WES HODGES	2607	WILHURT
3004	WARREN	8119	WES HODGES	2619	WILHURT
1627	WARSAW	8120	WES HODGES	2631	WILHURT
1337	WASCO	8123	WES HODGES	2747	WILHURT
1345	WASCO	8124	WES HODGES	2921	WILHURT
1346	WASCO	8127	WES HODGES	2926	WILHURT
1349	WASCO	8128	WES HODGES	3400	WILHURT
1365	WASCO	8131	WES HODGES	3529	WILHURT
1438	WASCO	8132	WES HODGES	9025	WILLOUGHBY
10327	WATERBURY	4242	WESTCLIFF	9031	WILLOUGHBY
5043	WATSON	24	WESTERHAM	121	WILMER KLEBERG
5102	WATSON	25	WESTERHAM	5522	WILSON
5127	WATSON	33	WESTERHAM	5526	WILSON
5018	WATSON	34	WESTERHAM	5530	WILSON
235	S WAVERLY	35	WESTERHAM	5534	WILSON
902	S WAVERLY	36	WESTERHAM	5703	WILSON
1009	WAVERLY	4105	WESTMORELAND	5707	WILSON
1703	WAVERLY	3125	N WESTMORELAND	5711	WILSON
5805	WILSON	603	E WOODIN	4226	YORK
5809	WILSON	822	E WOODIN	434	YOUNGSTOWN
5813	WILSON	907	E WOODIN	525	YOUNGSTOWN
5903	WILSON	915	E WOODIN	8316	YUKON
5907	WILSON	1125	WOODIN	8320	YUKON
5919	WILSON	1227	WOODIN	8324	YUKON
6105	WIN ONLY	1229	E WOODIN	8325	YUKON
6106	WIN ONLY	1239	E WOODIN	8328	YUKON
6110	WIN ONLY	1531	E WOODIN	8332	YUKON
6111	WIN ONLY	1615	E WOODIN	8338	YUKON
6115	WIN ONLY	1619	E WOODIN	8339	YUKON

6116	WIN ONLY	1623	E	WOODIN	8343	YUKON
6121	WIN ONLY	1627	E	WOODIN	8344	YUKON
6122	WIN ONLY	9999	E	WOODLEAF	8350	YUKON
6125	WIN ONLY	515		WOODMONT	8357	YUKON
6130	WIN ONLY	647		WOODMONT	8360	YUKON
6131	WIN ONLY	5316	E	WOODSBORO	708	ZANG
6135	WIN ONLY	1931		WOODY	4705	ZEALAND
6136	WIN ONLY	500		WORTH	4737	ZEALAND
6140	WIN ONLY	5115		WYNELL	4741	ZEALAND
6141	WIN ONLY	5117		WYNELL	4745	ZEALAND
6146	WIN ONLY	5119		WYNELL	4807	ZEALAND
6150	WIN ONLY	9011		WORTH	4812	ZEALAND
6156	WIN ONLY	4511		YANCY	4816	ZEALAND
6160	WIN ONLY	4531		YANCY	4820	ZEALAND
6161	WIN ONLY	4536		YANCY	4824	ZEALAND
6164	WIN ONLY	4543		YANCY	4828	ZEALAND
6165	WIN ONLY	4544		YANCY	3331	ZELMA
6170	WIN ONLY	4548		YANCY		
6171	WIN ONLY	4709		YANCY		
1	WINNETKA	4739		YANCY		
1614	N WINNETKA	4749		YANCY		
1618	N WINNETKA	4754		YANCY		
2411	N WINNETKA	4758		YANCY		
2509	N WINNETKA	4766		YANCY		
3331	N WINNETKA	4808		YANCY		
904	N WINSTON	3510		YORK		
4835	N WISTERIA	3518		YORK		
820	WIXOM	3531		YORK		
830	WIXOM	3615		YORK		
905	WOODACRE	3616		YORK		
508	WOODBINE	3618		YORK		
559	WOODBINE	3622		YORK		
623	WOODBINE	3624		YORK		
709	WOODBINE	3701		YORK		
520	WOODBINE	3703		YORK		
26	WOODED GATE	3719		YORK		



**ATTACHMENT D**  
**POTENTIAL LAND BANK LOTS SUBMITTED**  
**FY 2003-04 TO FY 2014-15**

4210	1 ST	2626	EXETER	3523	MEYERS
4215	1 ST	2631	EXETER	3055	MICHIGAN
4226	1 ST	2743	EXETER	3302	MICHIGAN
2714	1 ST	2515	EXLINE	1143	MISSOURI
329	10TH	2534	EXLINE	1643	MISSOURI
405	10TH	2603	EXLINE	2728	MITCHELL
627	10TH	2607	EXLINE	2111	MOFFATT
1124	10TH E	2622	EXLINE	2211	MOFFATT
1031	11TH	2722	EXLINE	2222	MOFFATT
1125	11TH E	2725	EXLINE	2226	MOFFATT
1709	4 TH	2726	EXLINE	2230	MOFFATT
1916	4 TH	2730	EXLINE	2235	MOFFATT
618	5 TH	2731	EXLINE	2242	MOFFATT
2436	51 ST	2734	EXLINE	2302	MOFFATT
2506	51 ST	2514	EXLINE	2303	MOFFATT
2627	52 ND	2540	EXLINE	2314	MOFFATT
3217	52 ND	2735	EXLINE	2322	MOFFATT
2516	56 TH	2535	EXLINE	2410	MOFFATT
316	6 TH	526	EZEKIAL	2427	MOFFATT
401	8 TH	618	EZEKIAL	2431	MOFFATT
521	8 TH	731	EZEKIAL	1403	MONTAGUE
424	9 TH	746	EZEKIAL	2017	MONTCLAIR
701	9 TH	747	EZEKIAL	2021	MONTCLAIR
731	9 TH	750	EZEKIAL	4003	MONTIE
1439	ADELAIDE	754	EZEKIAL	4018	MONTIE
3907	AGNES	1339	FAIRVIEW	4022	MONTIE
4002	AGNES	1510	FAIRVIEW	4311	MONTIE
2722	ALABAMA	5403	FANNIE	329	MOORE
2847	ALABAMA	5406	FANNIE	333	MOORE
2900	ALABAMA	5410	FANNIE	406	MOORE
2926	ALABAMA	5524	FANNIE	410	MOORE
2935	ALABAMA	2810	FARRAGUT	413	MOORE
2939	ALABAMA	2812	FARRAGUT	424	MOORE
3038	ALABAMA	2315	FATIMA	501	MOORE
3042	ALABAMA	2323	FATIMA	503	MOORE
1514	ALASKA	2403	FATIMA	508	MOORE
1631	ALASKA	2639	FATIMA	523	MOORE
2006	ALASKA	424	FAULK	603	MOORE
2720	ALASKA	508	FAULK	607	MOORE
2927	ALASKA	532	FAULK	612	MOORE
3036	ALASKA	540	FAULK	613	MOORE
3123	ALASKA	544	FAULK	614	MOORE
403	ALBRIGHT	545	FAULK	734	MOORE
405	ALBRIGHT	1407	FAYETTE	2738	MORNING
410	ALBRIGHT	1415	FAYETTE	2811	MORNING
414	ALBRIGHT	4533	FELLOWS	1722	MORRELL
415	ALBRIGHT	4728	FELLOWS	1726	MORRELL

2221	ANDERSON	4752	FELLOWS	1506	MORRIS
2239	ANDERSON	4812	FELLOWS	1512	MORRIS
2241	ANDERSON	4816	FELLOWS	1710	MORRIS
2245	ANDERSON	4820	FELLOWS	1714	MORRIS
2402	ANDERSON	4832	FELLOWS	1838	MORRIS
2629	ANDERSON	2415	FELTON	1847	MORRIS
2663	ANDERSON	2414	FELTON	1901	MORRIS
2715	ANDERSON	728	FERNWOOD	1912	MORRIS
1815	ANGELINA	2521	FERNWOOD	1920	MORRIS
1832	ANGELINA	2638	FERNWOOD	1925	MORRIS
1834	ANGELINA	2709	FERNWOOD	1929	MORRIS
1838	ANGELINA	2712	FERNWOOD	2011	MORRIS
1855	ANGELINA	2719	FERNWOOD	2017	MORRIS
1922	ANGELINA	2900	FERNWOOD	2020	MORRIS
1941	ANGELINA	3001	FERNWOOD	2026	MORRIS
1955	ANGELINA	3217	FERNWOOD	3420	MORRIS
1962	ANGELINA	301	FIDELIS	3542	MORRIS
1966	ANGELINA	1311	FITZHUGH	3606	MORRIS
1967	ANGELINA	1331	FITZHUGH	3610	MORRIS
1974	ANGELINA	1625	FITZHUGH	3639	MORRIS
2005	ANGELINA	3706	FITZHUGH	3701	MORRIS
2017	ANGELINA	3608	FITZHUGH, S.	3741	MORRIS
2024	ANGELINA	1527	FLEETWOOD	4731	MORRIS
2027	ANGELINA	1625	FLEETWOOD	4853	MORRIS
2028	ANGELINA	1634	FLEETWOOD	1018	MORROCO, N.
2032	ANGELINA	1336	FLETCHER	2206	MOUSER
2037	ANGELINA	1322	FOLEY	1809	MUNCIE
2059	ANGELINA	2423	FONVILLE	1922	MUNCIE
1503	ANN ARBOR	1526	FORDHAM	1923	MUNCIE
1514	ANN ARBOR	1531	FORDHAM	4316	MYRTLE
1522	ANN ARBOR	1554	FORDHAM	6318	MYRTLE
1955	ANN ARBOR	1555	FORDHAM	2446	NAOMA
1959	ANN ARBOR	2110	FORDHAM	3116	NAVARO
1961	ANN ARBOR	2118	FORDHAM	3226	NAVARO
1965	ANN ARBOR	2246	FORDHAM	3234	NAVARO
2107	ANN ARBOR	2302	FORDHAM	3406	NAVARO
2219	ANN ARBOR	2406	FORDHAM	731	NEOMI
2251	ANN ARBOR	2806	FORDHAM	531	NOMAS
2528	ANN ARBOR	2807	FORDHAM	1418	NOMAS
2723	ANN ARBOR	1223	FORESTER	1525	NOMAS
2773	ANN ARBOR	3510	FRANK	1710	NOMAS
3827	ARANSAS	3604	FRANK	1714	NOMAS
4103	ARANSAS	3607	FRANK	1730	NOMAS
4114	ARANSAS	3714	FRANK	1816	NOMAS
2111	ARDEN	3807	FRANK	1970	NOMAS
2119	AREBA	4117	FRANK	2010	NOMAS
2609	ARIZONA	4215	FRANK	2014	NOMAS

2914	ARIZONA	4303	FRANK	2021	NOMAS
3047	ARIZONA	4314	FRANK	3316	NOMAS
3328	ARIZONA	4326	FRANK	3320	NOMAS
4510	ASH	4343	FRANK	3321	NOMAS
5407	ASH	4347	FRANK	3324	NOMAS
3604	ATLANTA	4409	FRANK	3431	NOMAS
3619	ATLANTA	4414	FRANK	3528	NOMAS
5301	AUDREY	4415	FRANK	3529	NOMAS
229	AVE A	4418	FRANK	3615	NOMAS
315	AVE A	4431	FRANK	3715	NOMAS
323	AVE A	4435	FRANK	3718	NOMAS
331	AVE A	4504	FRANK	4705	NOME
426	AVE A	4507	FRANK	4711	NOME
427	AVE A	4535	FRANK	4723	NOME
430	AVE A	4602	FRANK	4744	NOME
431	AVE A	4711	FRANK	4832	NOME
441	AVE A	4726	FRANK	4836	NOME
1703	AVE B	3710	FRANK	4843	NOME
1721	AVE B	3610	FRANK	4748	NOME
1727	AVE B	2719	FRAZIER	2834	OAKDALE
1731	AVE B	2726	FRAZIER	1326	OAKLEY
1742	AVE B	2915	FRAZIER	1330	OAKLEY
1806	AVE B	4838	FRIO	1406	OAKLEY
324	AVE E	3507	FUREY	3021	OBENCHAIN
355	AVE E	4002	FUREY	3713	ODESSA
402	AVE E	4010	FUREY	3719	ODESSA
414	AVE E	4015	FUREY	4103	ODESSA
419	AVE E	4103	FUREY	4142	ODESSA
426	AVE E	4109	FUREY	8621	ODOM
435	AVE E	4127	FUREY	1242	OHIO
444	AVE E	4130	FUREY	1539	OHIO
418	AVE F	1723	GALLAGHER	1547	OHIO
323	AVE G	1823	GALLAGHER	1538	OHIO, E.
607	AVE G	1835	GALLAGHER	3708	OPAL
418	AVE H	1843	GALLAGHER	3710	OPAL
419	AVE H	1908	GALLAGHER	3714	OPAL
516	AVE H	1911	GALLAGHER	3723	OPAL
523	AVE H	1913	GALLAGHER	3801	OPAL
402	AVE J	1955	GALLAGHER	3810	OPAL
403	AVE J	1961	GALLAGHER	3816	OPAL
431	AVE J	1967	GALLAGHER	3822	OPAL
316	AVE L	3710	GALLAGHER	3831	OPAL
323	AVE L	3739	GALLAGHER	4117	OPAL
506	AVE L	1107	GALLOWAY	4207	OPAL
510	AVE L	2345	GANDEN	4214	OPAL
518	AVE L	2223	GARDEN	4234	OPAL
4202	AZTEC	2231	GARDEN	4243	OPAL

4249	AZTEC	2238	GARDEN	4507	OTTAWA
3914	BALCH	2246	GARDEN	1618	OVERTON
4422	BALDWIN	2254	GARDEN	1623	OVERTON
4423	BALDWIN	2403	GARDEN	2307	OVERTON
4507	BALDWIN	2407	GARDEN	2730	OVERTON
4518	BALDWIN	2424	GARDEN	2835	OVERTON
4701	BALDWIN	2425	GARDEN	3418	OVERTON
4707	BALDWIN	942	GARDENVIEW	2803	OVERTON, E
4712	BALDWIN	4529	GARLAND	1418	OWEGA
4715	BALDWIN	4531	GARLAND	1442	OWEGA
4723	BALDWIN	4600	GARLAND	1510	OWEGA
4727	BALDWIN	4611	GARLAND	1542	OWEGA
4735	BALDWIN	5409	GARLAND	1422	OWEGA
4803	BALDWIN	4513	GARRISON	1426	OWEGA
4806	BALDWIN	4516	GARRISON	4617	OWENWOOD
4823	BALDWIN	4602	GARRISON	4705	OWENWOOD
4863	BALDWIN	1523	GARZA	4818	OWENWOOD
4869	BALDWIN	1525	GARZA	4822	OWENWOOD
4134	BALL	1529	GARZA	4838	OWENWOOD
4161	BALL	1618	GARZA	1414	PADGITT
1118	BALLARD	1630	GARZA	1534	PADGITT
710	BANK	1634	GARZA	3612	PALACIOS
1401	BANK	1635	GARZA	3719	PALACIOS
1420	BANK	1719	GARZA	4003	PALACIOS
1429	BANK	1723	GARZA	2652	PALL MALL
1641	BANNOCK	1730	GARZA	2656	PALL MALL
1407	BARRY	1733	GARZA	2719	PALL MALL
1437	BARRY	1739	GARZA	2723	PALL MALL
1449	BARRY	1742	GARZA	1805	PARK ROW
1501	BARRY	1751	GARZA	1819	PARK ROW
4844	BARTLETT	1815	GARZA	2723	PARK ROW
805	BAYONNE	1610	GARZA	2532	PARK ROW
811	BAYONNE	2911	GAY	2708	PARNELL
818	BAYONNE	1238	GEORGIA	2722	PARNELL
916	BAYONNE	1410	GEORGIA	2724	PARNELL
1121	BAYONNE	1514	GEORGIA	2820	PARNELL
1610	BAYSIDE	1537	GEORGIA	3510	PARNELL
1619	BAYSIDE	2711	GERTRUDE	4831	PARRY
1623	BAYSIDE	2515	GHENT	4907	PARRY
1702	BAYSIDE	2519	GHENT	4910	PARRY
1711	BAYSIDE	2526	GHENT	2611	PARSONS
1715	BAYSIDE	2542	GHENT	2703	PARSONS
1834	BAYSIDE	2622	GHENT	2712	PARSONS
1836	BAYSIDE	4116	GLADEWATER	2715	PARSONS
1843	BAYSIDE	4126	GLADEWATER	2723	PARSONS
1847	BAYSIDE	4154	GLADEWATER	9999	PARSONS
1909	BAYSIDE	4170	GLADEWATER	2708	PARSONS

1911	BAYSIDE	4227	GLADEWATER	2711	PARSONS
1918	BAYSIDE	5722	GLEN FOREST	3333	PARVIA
2019	BAYSIDE	1306	GLIDDEN	1307	PEABODY
3326	BEALL	1327	GLIDDEN	1313	PEABODY
3330	BEALL	3206	GOLDSPIER	1325	PEABODY
3435	BEALL	3211	GOLDSPIER	1404	PEABODY
3023	BEAUCHAMP	2310	GOOCH	1709	PEABODY
3067	BEAUCHAMP	2403	GOOCH	1812	PEABODY
3421	BEAUCHAMP	2701	GOOCH	2300	PEABODY
724	BECKLEY	2825	GOOCH	2408	PEABODY
728	BECKLEY	2715	GOODWILL	2413	PEABODY
3712	BEDFORD	2722	GOODWILL	2525	PEABODY
5238	BEEMAN	2723	GOODWILL	2529	PEABODY
7041	BENNING	2700	GOULD	2533	PEABODY
3427	BERNAL	2710	GOULD	1637	PEAR
3439	BERNAL	2712	GOULD	1713	PEAR
3508	BERTRAND	2716	GOULD	400	PECAN
3520	BERTRAND	2724	GOULD	402	PECAN
3614	BERTRAND	2727	GOULD	410	PECAN
3723	BERTRAND	2733	GOULD	411	PECAN
4302	BERTRAND	2703	GRAFTON	413	PECAN
4306	BERTRAND	608	GRAHAM	416	PECAN
4318	BERTRAND	702	GRAHAM	606	PEMBERTON
4322	BERTRAND	710	GRAHAM	3533	PENELOPE
634	BETHPAGE	1822	GRAND	3602	PENELOPE
714	BETHPAGE	2524	GRAND	3603	PENELOPE
707	BETHPAGE	1215	GRANT	3627	PENELOPE
2208	BETHURUM	1309	GRANT	3631	PENELOPE
2214	BETHURUM	1313	GRANT	3718	PENELOPE
2216	BETHURUM	1326	GRANT	3719	PENELOPE
2218	BETHURUM	1345	GRANT	3815	PENELOPE
2302	BETHURUM	1361	GRANT	3819	PENELOPE
2311	BETHURUM	2226	GREER	3922	PENELOPE
2313	BETHURUM	2218	GREER	4337	PENELOPE
2336	BETHURUM	3224	GUNTER	3707	PENELOPE
2743	BETHURUM	4538	GURLEY	3614	PENELOPE
903	BETTERTON	3306	HAMILTON	1308	PENNSYLVANIA
6520	BEXAR	3523	HAMILTON	1313	PENNSYLVANIA
6526	BEXAR	3702	HAMILTON	1317	PENNSYLVANIA
6702	BEXAR	3706	HAMILTON	1325	PENNSYLVANIA
6812	BEXAR	3726	HAMILTON	2525	PENNSYLVANIA
1518	BICKERS	3909	HAMILTON	2710	PENNSYLVANIA
1526	BICKERS	3912	HAMILTON	2722	PENNSYLVANIA
1531	BICKERS	3925	HAMILTON	2812	PENNSYLVANIA
1606	BICKERS	4105	HAMILTON	2822	PENNSYLVANIA
1615	BICKERS	4226	HAMILTON	2836	PENNSYLVANIA
1623	BICKERS	4309	HAMILTON	3105	PENNSYLVANIA

1626	BICKERS	4314	HAMILTON	3117	PENNSYLVANIA
1719	BICKERS	4321	HAMILTON	2414	PENNSYLVANIA
1822	BICKERS	4343	HAMILTON	2908	PENNSYLVANIA
1831	BICKERS	4403	HAMILTON	4508	PHILIP
1906	BICKERS	4410	HAMILTON	4515	PHILIP
1910	BICKERS	4414	HAMILTON	4520	PHILIP
1918	BICKERS	4418	HAMILTON	4523	PHILIP
1930	BICKERS	3123	HAMMERLY	4524	PHILIP
1956	BICKERS	3408	HAMMERLY	4530	PHILIP
3634	BICKERS	4013	HAMMERLY	4531	PHILIP
3638	BICKERS	4017	HAMMERLY	4603	PHILIP
3642	BICKERS	4033	HAMMERLY	4717	PHILIP
3702	BICKERS	4123	HAMMERLY	4911	PHILIP
3734	BICKERS	4143	HAMMERLY	5119	PHILIP
3738	BICKERS	3601	HANCOCK	1617	PINE
3317	BIGLOW	3811	HANCOCK	2232	PINE
3907	BIGLOW	3926	HANCOCK	2233	PINE
4002	BIGLOW	3906	HANCOCK	2522	PINE
4151	BIGLOW	3625	HANCOCK	3218	PINE
4155	BIGLOW	3617	HANCOCK	3319	PINE
4159	BIGLOW	2327	HARDING	3335	PINE
4175	BIGLOW	2340	HARDING	3635	PINE
4207	BIGLOW	2344	HARDING	3642	PINE
4208	BIGLOW	2414	HARDING	3710	PINE
4231	BIGLOW	1423	HARLANDALE	3714	PINE
2408	BIRMINGHAM	1907	HARLANDALE	3802	PINE
2521	BIRMINGHAM	2314	HARLANDALE	3817	PINE
2825	BIRMINGHAM	2431	HARLANDALE	3902	PINE
2931	BIRMINGHAM	2915	HARLANDALE	3906	PINE
3020	BIRMINGHAM	3014	HARLANDALE	4002	PINE
3025	BIRMINGHAM	3328	HARLANDALE	4010	PINE
2700	BIRMINGHAM	3714	HARLINGEN	2603	PINE
2401	BIRMINGHAM	3803	HARLINGEN	2643	PINE
3836	BLACK OAK	3130	HARMON	5908	PLUM DALE
5868	BLUFFMAN	2122	HARRELL	5918	PLUM DALE
400	BOBBIE	2819	HARSTON	6043	PLUM DALE
403	BOBBIE	401	HART	6047	PLUM DALE
406	BOBBIE	407	HART	4116	PLUTO
412	BOBBIE	409	HART	3915	POLLY
417	BOBBIE	413	HART	3919	POLLY
418	BOBBIE	445	HART	3927	POLLY
5662	BON AIR	448	HART	3933	POLLY
315	BONNIE VIEW	449	HART	3425	PONDROM
345	BONNIE VIEW	452	HART	1619	POPLAR
349	BONNIE VIEW	455	HART	1717	POPLAR
405	BONNIE VIEW	3513	HARWOOD	2307	POPLAR
406	BONNIE VIEW	3521	HARWOOD	1002	PRAIRIE CREEK, N.

426	BONNIE VIEW	3212	HASKELL	1651	PRESIDIO
431	BONNIE VIEW	3311	HASKELL	2727	PROSPERITY
434	BONNIE VIEW	2701	HASTINGS/Maurine F. Bailey	2759	PROSPERITY
438	BONNIE VIEW	2711	HASTINGS/Maurine F. Bailey	2763	PROSPERITY
443	BONNIE VIEW	2718	HASTINGS/Maurine F. Bailey	2771	PROSPERITY
1011	BONNIE VIEW	2727	HASTINGS/Maurine F. Bailey	2802	PROSPERITY
1235	BONNIE VIEW	2506	HATCHER	3022	PROSPERITY
3515	BOOKER	3515	HATCHER	3706	PROSPERITY
3516	BOOKER	7610	HAZEL	3710	PROSPERITY
3508	BOOKER	2703	HECTOR	1403	PUEBLO
3426	BORGER	2715	HECTOR	1414	PUEBLO
3607	BORGER	542	HELENA	1515	PUEBLO
3623	BORGER	734	HELENA	1720	PUEBLO
3627	BORGER	1331	HENDRICKS	1726	PUEBLO
5011	BOURQUIN	1352	HENDRICKS	1815	PUEBLO
5104	BOURQUIN	1405	HENDRICKS	1818	PUEBLO
5424	BOURQUIN	1612	HERALD	1822	PUEBLO
4711	BOWLING	1621	HERALD	1903	PUEBLO
3320	BRANTLEY	3819	HERRLING	1933	PUEBLO
4826	BRASHEAR	602	HIGH	1947	PUEBLO
4930	BRASHEAR	3536	HIGHLAND WOODS	1973	PUEBLO
6816	BRIERFIELD	1227	HILLBURN	2024	PUEBLO
7005	BRIERFIELD	1115	HOBSON	3314	PUEBLO
2702	BRIGHAM	1032	HOLCOMB	3329	PUEBLO
2708	BRIGHAM	2703	HOLMES	3423	PUEBLO
2806	BRIGHAM	2708	HOLMES	3521	PUEBLO
2807	BRIGHAM	2716	HOLMES	3525	PUEBLO
2814	BRIGHAM	2814	HOLMES	3623	PUEBLO
2838	BRIGHAM	2820	HOLMES	3626	PUEBLO
2906	BRIGHAM	2824	HOLMES	3700	PUEBLO
2918	BRIGHAM	2828	HOLMES	4727	PUEBLO
2924	BRIGHAM	2902	HOLMES	3112	PUGET
1137	BRIGHTON	2913	HOLMES	3116	PUGET
2114	BRITTON	3012	HOLMES	3118	PUGET
2416	BRITTON	3016	HOLMES	3535	PUGET
2519	BRITTON	3221	HOLMES	4011	PUGET
2522	BRITTON	3412	HOLMES	4802	RAMONA
2526	BRITTON	3522	HOLMES	3106	RAMSEY
2610	BRITTON	3526	HOLMES	2453	RANDOLPH
2631	BRITTON	3734	HOLMES	2519	RANDOLPH
2633	BRITTON	3833	HOLMES	2531	RANDOLPH
2715	BRITTON	3826	HOLMES	2551	RANDOLPH
2814	BRITTON	3830	HOLMES	4016	RANGER
2822	BRITTON	1510	HOMELAND	563	RAYNELL
2903	BRITTON	1527	HOMELAND	607	RAYNELL
3106	BRITTON	1631	HOMELAND	650	RAYNELL
1116	BROCK	1716	HOMELAND	2835	REED



1120	BROCK	1722	HOMELAND	2923	REED
1123	BROCK	1811	HOMELAND	3014	REED
118	BROOKLYN	1815	HOMELAND	3018	REED
122	BROOKLYN	1831	HOMELAND	3022	REED
7720	BROWNSVILLE	1835	HOMELAND	3215	REED
7721	BROWNSVILLE	1850	HOMELAND	3220	REED
7724	BROWNSVILLE	1854	HOMELAND	3228	REED
7727	BROWNSVILLE	1918	HOMELAND	3231	REED
7735	BROWNSVILLE	1927	HOMELAND	3327	REED
7736	BROWNSVILLE	3702	HOMELAND	3335	REED
7807	BROWNSVILLE	2230	HOOPER	3600	REESE
7820	BROWNSVILLE	2246	HOOPER	3706	REESE
4018	BRUNDRETTE	2403	HOOPER	1403	RENNER
2313	BUDD	2431	HOOPER	1505	RENNER
2418	BUDD	2434	HOOPER	643	REYENELL
2711	BURGER	2439	HOOPER	2906	REYNOLDS
2818	BURGER	2445	HOOPER	3006	REYNOLDS
4635	BURMA	2510	HOOPER	3107	REYNOLDS
4704	BURMA	2514	HOOPER	3239	REYNOLDS
4726	BURMA	2530	HOOPER	730	RIDGE
4744	BURMA	2531	HOOPER	1221	RING
4745	BURMA	2532	HOOPER	2640	RIPPLE
4914	BURNSIDE	2535	HOOPER	3501	ROBERTS
4710	C.L. VEASEY	2555	HOOPER	3516	ROBERTS
1217	CALDWELL	2563	HOOPER	3927	ROBERTS
1231	CALDWELL	2607	HOOPER	4003	ROBERTS
1403	CALDWELL	2615	HOOPER	4006	ROBERTS
1419	CALDWELL	2622	HOOPER	4010	ROBERTS
1423	CALDWELL	1306	HUDSPETH	4014	ROBERTS
1425	CALDWELL	1314	HUDSPETH	2617	ROCHESTER
1521	CALDWELL	1323	HUDSPETH	2711	ROCHESTER
1530	CALDWELL	1326	HUDSPETH	2718	ROCHESTER
1534	CALDWELL	1415	HUDSPETH	2803	ROCHESTER
1536	CALDWELL	1438	HUDSPETH	2815	ROCHESTER
1542	CALDWELL	1527	HUDSPETH	2827	ROCHESTER
1554	CALDWELL	1606	HUDSPETH	2910	ROCHESTER
1614	CALDWELL	1607	HUDSPETH	2915	ROCHESTER
1814	CALYPSO	1642	HUDSPETH	2918	ROCHESTER
2022	CALYPSO	1710	HUDSPETH	2932	ROCHESTER
2054	CALYPSO	2003	HUDSPETH	3000	ROCHESTER
2058	CALYPSO	2135	HUDSPETH	3002	ROCHESTER
2510	CAMEL	2159	HUDSPETH	3006	ROCHESTER
2611	CAMEL	2203	HUDSPETH	3014	ROCHESTER
2614	CAMEL	7904	HULL	612	ROCKWOOD
2630	CAMEL	7905	HULL	709	ROCKWOOD
2732	CAMEL	7911	HULL	713	ROCKWOOD
2736	CAMEL	3607	HUMPHREY	717	ROCKWOOD

6218	CANAAN	3727	HUMPHREY	725	ROCKWOOD
6906	CANAAN	3731	HUMPHREY	2715	ROGERS
6910	CANAAN	3735	HUMPHREY	2719	ROGERS
1615	CANADA	3746	HUMPHREY	2731	ROGERS
1622	CANADA	1930	HUNTINGDON	2530	ROMINE
1923	CANADA	2002	HUNTINGDON	2526	ROMINE
3343	CANADA	2006	HUNTINGDON	5120	ROSINE
3511	CANADA	832	HUTCHINS	5132	ROSINE
3611	CANADA	836	HUTCHINS	1423	ROWAN
3837	CANADA	910	HUTCHINS	1448	ROWAN
4007	CANAL	1230	HUTCHINS	1520	ROWAN
4215	CANAL	1403	HUTCHINS	1530	ROWAN
4235	CANAL	1321	HUTCHINS	3709	RUSKIN
4317	CANAL	2323	IDAHO	3238	RUTLEDGE
4319	CANAL	1918	IDAHO	3300	RUTLEDGE
4322	CANAL	3915	IDAHO	3314	RUTLEDGE
4328	CANAL	4527	IMPERIAL	3315	RUTLEDGE
4338	CANAL	4622	IMPERIAL	3323	RUTLEDGE
4611	CANAL	4630	IMPERIAL	3122	RUTZ
4615	CANAL	1938	INGERSOLL	3524	RUTZ
213	CANTY, E	2622	INGERSOLL	2515	SAMOA
2012	CANYON	4010	INGERSOLL	2517	SAMOA
2016	CANYON	1934	INGERSOLL	2519	SAMOA
2018	CANYON	1503	IOWA	5424	SANTA FE
2024	CANYON	2622	IROQUOIS	4807	SAPPHIRE
5127	CARDIFF	2807	IROQUOIS	4811	SAPPHIRE
4201	CARDINAL	4003	IVANHOE	2203	SCOTLAND
4205	CARDINAL	4014	IVANHOE	2211	SCOTLAND
4221	CARDINAL	4018	IVANHOE	2410	SCOTLAND
3204	CARL	4026	IVANHOE	2754	SCOTLAND
3208	CARL	7915	IVORY	2775	SCOTLAND
3605	CARL	7924	IVORY	2341	SCOTT
3607	CARL	7927	IVORY	2343	SCOTT
3614	CARL	7944	IVORY	2930	SEATON
3709	CARL	5035	IVY	6516	SEBRING
3724	CARL	5041	IVY	1331	SELKIRK
3802	CARL	5103	IVY	1702	SHAW
3814	CARL	1917	J.B. JACKSON	1707	SHAW
4211	CARL	3526	JAMAICA	1811	SHAW
4214	CARL	3711	JAMAICA	1818	SHAW
4215	CARL	3715	JAMAICA	1826	SHAW
4218	CARL	3803	JAMAICA	1917	SHAW
4230	CARL	3807	JAMAICA	1927	SHAW
4245	CARL	4018	JAMAICA	1940	SHAW
5809	CARLTON GARRETT	4114	JAMAICA	1942	SHAW
5814	CARLTON GARRETT	4343	JAMAICA	1943	SHAW
5902	CARLTON GARRETT	4346	JAMAICA	1964	SHAW

5908	CARLTON GARRETT	4352	JAMAICA	1976	SHAW
6205	CARLTON GARRETT	4406	JAMAICA	2013	SHAW
6207	CARLTON GARRETT	4427	JAMAICA	2020	SHAW
6212	CARLTON GARRETT	4431	JAMAICA	2124	SHELLHORSE
6307	CARLTON GARRETT	4518	JAMAICA	2130	SHELLHORSE
6310	CARLTON GARRETT	4526	JAMAICA	2140	SHELLHORSE
6212	CARLTON GARRETT	4606	JAMAICA	1619	SICILY
2621	CARPENTER	4705	JAMAICA	1623	SICILY
2647	CARPENTER	4426	JAMAICA	1627	SICILY
2719	CARPENTER	1323	JEFFERSON	1631	SICILY
2731	CARPENTER	2401	JEFFRIES	1707	SICILY
2819	CARPENTER	2405	JEFFRIES	3517	SIDNEY
3006	CARPENTER	2410	JEFFRIES	3521	SIDNEY
3205	CARPENTER	2414	JEFFRIES	3529	SIDNEY
3206	CARPENTER	2426	JEFFRIES	3533	SIDNEY
3303	CARPENTER	2431	JEFFRIES	3603	SIDNEY
3531	CARPENTER	2502	JEFFRIES	3621	SIDNEY
3711	CARPENTER	2505	JEFFRIES	3622	SIDNEY
3715	CARPENTER	2506	JEFFRIES	3711	SIDNEY
3801	CARPENTER	2514	JEFFRIES	3534	SIDNEY
4007	CARPENTER	2517	JEFFRIES	1002	SIGNET
4211	CARPENTER	2518	JEFFRIES	1006	SIGNET
4226	CARPENTER	2602	JEFFRIES	2614	SILKWOOD
4229	CARPENTER	2636	JEFFRIES	2618	SILKWOOD
4233	CARPENTER	3406	JEFFRIES	2620	SILKWOOD
1446	CARSON	2406	JEWELL	2718	SILKWOOD
1506	CARSON	604	JONELLE	2726	SILKWOOD
1527	CARSON	627	JONELLE	2727	SILKWOOD
2806	CARTER	648	JONELLE	2730	SILKWOOD
2810	CARTER	4614	JONES	2802	SILKWOOD
2818	CARTER	4731	JONES	2808	SILKWOOD
5815	CARY	2215	JORDAN	2811	SILKWOOD
2818	CASEY	2224	JORDAN	2814	SILKWOOD
3510	CAUTHORN	2225	JORDAN	2819	SILKWOOD
3614	CAUTHORN	2115	KATHLEEN	2820	SILKWOOD
3718	CAUTHORN	2125	KATHLEEN	2906	SILKWOOD
3907	CAUTHORN	2141	KATHLEEN	2922	SILKWOOD
1321	CEDAR HAVEN	2407	KATHLEEN	4600	SILVER
3303	CEDAR LAKE	2607	KATHLEEN	4604	SILVER
2707	CHARBA	2716	KEELER	4605	SILVER
2711	CHARBA	2728	KEELER	4609	SILVER
4514	CHERBOURG	2732	KEELER	4612	SILVER
4515	CHERBOURG	2913	KELLOGG	4631	SILVER
4525	CHERBOURG	6019	KEMROCK	4701	SILVER
4534	CHERBOURG	6434	KEMROCK	4800	SILVER
4538	CHERBOURG	6435	KEMROCK	4806	SILVER
4545	CHERBOURG	6505	KEMROCK	4807	SILVER

4549	CHERBOURG	6511	KEMROCK	4812	SILVER
4608	CHERBOURG	6434	KEMROCK	4831	SILVER
4631	CHERBOURG	3509	KENILWORTH	4835	SILVER
4636	CHERBOURG	3623	KENILWORTH	4838	SILVER
4639	CHERBOURG	3706	KENILWORTH	2403	SKYLARK
4640	CHERBOURG	3723	KENILWORTH	3623	SOFTCLOUD
4643	CHERBOURG	3916	KENILWORTH	4542	SOLAR
4647	CHERBOURG	3432	KEYRIDGE	4534	SOLAR
3610	CHICAGO	3504	KEYRIDGE	4002	SOLOMAN
3615	CHICAGO	3508	KEYRIDGE	4006	SOLOMAN
3523	CHIHUAHUA	3515	KEYRIDGE	4019	SOLOMAN
5426	CHIPPEWA	3516	KEYRIDGE	4102	SOLOMAN
2723	CHOICE	1306	KIEST	4135	SOLOMAN
2724	CHOICE	2606	KILBURN	4013	SONNY
939	CHURCH	2607	KILBURN	3934	SONORA
1030	CHURCH	2623	KILBURN	3935	SONORA
1103	CHURCH	2639	KILBURN	3703	SONORA
1109	CHURCH	2836	KILBURN	3835	SONORA
1124	CHURCH	4833	KILDARE	3843	SONORA
1403	CHURCH	4914	KILDARE	3116	SOUTH
1410	CHURCH	4926	KILDARE	1526	SOUTHERLAND
1415	CHURCH	4935	KILDARE	2623	SOUTHLAND
4322	CICERO	4943	KILDARE	2646	SOUTHLAND
2700	CLARENCE	1507	KINGSLEY	2714	SOUTHLAND
2704	CLARENCE	1511	KINGSLEY	2826	SOUTHLAND
919	CLAUDE	2522	KINGSTON	2731	SOUTHLAND
1010	CLAUDE	1610	KINMORE	2622	SOUTHLAND
1201	CLAUDE	1632	KINMORE	2515	SOUTHLAND
1217	CLAUDE	2517	KIRKLEY	2319	SOUTHLAND
1314	CLAUDE	7919	KISKA	405	SPARKS
1339	CLAUDE	4310	KOLLOCH	441	SPARKS
1422	CLAUDE	3907	KOLLOCH	442	SPARKS
401	CLEAVES	2517	KOOL	443	SPARKS
402	CLEAVES	2611	KOOL	615	SPARKS
412	CLEAVES	2631	KOOL	617	SPARKS
435	CLEAVES	1826	KRAFT	622	SPARKS
437	CLEAVES	1834	KRAFT	624	SPARKS
439	CLEAVES	1842	KRAFT	421	SPARKS
2705	CLEVELAND	1933	KRAFT	3707	SPENCE
2706	CLEVELAND	1938	KRAFT	3809	SPENCE
2712	CLEVELAND	2024	KRAFT	3810	SPENCE
2818	CLEVELAND	2031	KRAFT	3818	SPENCE
3216	CLEVELAND	318	KRAMER	3835	SPENCE
3224	CLEVELAND	322	KRAMER	3905	SPENCE
3512	CLEVELAND	3819	KYNARD	4006	SPENCE
3605	CLEVELAND	3432	LADD	3827	SPENCE
3634	CLEVELAND	2403	LAGOW	3303	SPRING

3306	CLYMER	2628	LAGOW	3304	SPRING
3310	CLYMER	2720	LAGOW	3331	SPRING
1212	COLEMAN	421	LAKE CLIFF	3524	SPRING
1307	COLEMAN	826	LAMBERT	3905	SPRING
6917	COLESHIRE	834	LAMBERT	3310	SPRING
4505	COLLINS	2118	LAMONT	4304	SPRING
4708	COLLINS	421	LANCASTER	4326	SPRING
2731	COLONIAL	601	LANCASTER	4334	SPRING
2807	COLONIAL	609	LANCASTER	4335	SPRING
2815	COLONIAL	618	LANCASTER	4631	SPRING GARDEN
3613	COLONIAL	208	LANDIS	2714	SPRINGDALE
3717	COLONIAL	218	LANDIS	4603	SPRINGGARDEN
3815	COLONIAL	4220	LANDRUM	3027	SPRINGVIEW
4102	COLONIAL	4222	LANDRUM	3103	SPRINGVIEW
4106	COLONIAL	4224	LANDRUM	3347	SPRINGVIEW
4109	COLONIAL	4227	LANDRUM	3350	SPRINGVIEW
4114	COLONIAL	4301	LANDRUM	3360	SPRINGVIEW
4224	COLONIAL	4304	LANDRUM	3361	SPRINGVIEW
4318	COLONIAL	4309	LANDRUM	3367	SPRINGVIEW
4410	COLONIAL	4317	LANDRUM	5259	ST CHARLES
4422	COLONIAL	8502	LAPANTO	2421	ST CLAIR
4522	COLONIAL	2626	LAPSLEY	2506	ST CLAIR
4902	COLONIAL	3513	LATIMER	2521	ST CLAIR
4919	COLONIAL	3922	LATIMER	3814	STANLEY SMITH
5012	COLONIAL	3504	LATIMER	3820	STANLEY SMITH
5031	COLONIAL	2218	LAWRENCE	2331	STARKS
5102	COLONIAL	2227	LAWRENCE	2344	STARKS
4317	COLONIAL	2318	LAWRENCE	2404	STARKS
3830	COLONIAL	2410	LAWRENCE	2410	STARKS
1118	COMPTON	2422	LAWRENCE	2412	STARKS
1228	COMPTON	2446	LAWRENCE	2415	STARKS
1231	COMPTON	2454	LAWRENCE	2430	STARKS
1232	COMPTON	2503	LAWRENCE	2441	STARKS
1522	COMPTON	2530	LAWRENCE	2538	STARKS
1530	COMPTON	2628	LAWRENCE	2543	STARKS
2403	CONKLIN	2700	LAWRENCE	2555	STARKS
2411	CONKLIN	2710	LAWRENCE	2559	STARKS
2614	CONKLIN	2711	LAWRENCE	2563	STARKS
3907	COOLIDGE	2719	LAWRENCE	2627	STARKS
3918	COOLIDGE	2418	LAWRENCE	2702	STARKS
3938	COOLIDGE	2806	LE CLERC	319	STARR
3943	COOLIDGE	2810	LE CLERC	3731	STATE OAK
4006	COOLIDGE	2818	LE CLERC	1439	STELLA
3922	Coolidge	2822	LE CLERC	1627	STELLA
3906	COOLIDGE	1905	LEACREST	2522	STEPHENSON
2214	COOPER	2000	LEACREST	2529	STEPHENSON
3819	COPELAND	335	LEADS	2544	STEPHENSON

3910	COPELAND	325	LEADS	2714	STEPHENSON
3918	COPELAND	336	LEADS	1444	STIRLING
4003	COPELAND	6610	LEANA	4611	STOKES
4114	COPELAND	1819	LEATH	4720	STOKES
4227	COPELAND	1846	LEATH	4723	STOKES
4302	COPELAND	1847	LEATH	4616	STOKES
4335	COPELAND	2003	LEATH	1728	STONEMAN
615	CORINTH	2006	LEATH	1741	STONEMAN
618	CORINTH	2034	LEATH	605	STOREY
3329	CORONET	2046	LEATH	2450	STOVALL
4523	CORREGIDOR	2050	LEATH	1035	STRICKLAND
4524	CORREGIDOR	2605	LEDBETTER	1038	STRICKLAND
4525	CORREGIDOR	3307	LEDBETTER	1223	STRICKLAND
4538	CORREGIDOR	4502	LELAND	1418	STRICKLAND
4539	CORREGIDOR	4506	LELAND	4915	STROBEL
4540	CORREGIDOR	4911	LELAND	2427	SUE
4548	CORREGIDOR	4918	LELAND	3218	SUNNYVALE
4551	CORREGIDOR	1610	LIFE	2703	SWANSON
4559	CORREGIDOR	1619	LIFE	2728	SWANSON
4632	CORREGIDOR	1923	LIFE	2432	SYLVIA
4636	CORREGIDOR	1935	LIFE	4720	TACOMA
4644	CORREGIDOR	1941	LIFE	2429	TALCO
4628	CORREGIDOR	1949	LIFE	10	TAMA
4817	CORRIGAN	1967	LIFE	2643	TANNER
2710	COUNCIL	5002	LINDER	2603	TANNER
2718	COUNCIL	5006	LINDER	6214	TEAGUE
2723	COUNCIL	4702	LINDSLEY	6510	TEAGUE
2729	COUNCIL	4718	LINDSLEY	3535	TERRELL
2731	COUNCIL	5319	LINDSLEY	4801	TERRY
4525	CRANFILL	2820	LINFIELD	5102	TERRY
2319	CREST	3514	LINFIELD	5232	TERRY
2523	CREST	2638	LOBDELL	5420	TERRY
518	CRETE	2539	LOBDELL	802	TILLERY, N.
535	CRETE	2210	LOCUST	3230	TOPEKA
539	CRETE	2214	LOCUST	3234	TOPEKA
2710	CROSS	2226	LOCUST	1718	TORONTO
2603	CROSSMAN	2739	LOCUST	1731	TORONTO
2615	CROSSMAN	2250	LOCUST	1733	TORONTO
3404	CROSSMAN	2740	LOLITA	1737	TORONTO
2415	CROSSMAN	1300	LOTUS	1741	TORONTO
4524	CROZIER	1302	LOTUS	1804	TORONTO
4922	CROZIER	1309	LOTUS	1818	TORONTO
4930	CROZIER	1311	LOTUS	1839	TORONTO
4934	CROZIER	1203	LOUISIANA	1950	TORONTO
216	CUMBERLAND	1226	LOUISIANA	2009	TORONTO
601	CUMBERLAND	1415	LOUISIANA	2014	TORONTO
2018	CUSTER	1423	LOUISIANA	2026	TORONTO

2022	CUSTER	1426	LOUISIANA	3332	TORONTO
2031	CUSTER	2334	LOWERY	3402	TORONTO
2202	CUSTER	2509	LOWERY	3403	TORONTO
2402	CUSTER	2510	LOWERY	3407	TORONTO
2502	CUSTER	4531	LUZON	3411	TORONTO
2511	CUSTER	4535	LUZON	3415	TORONTO
2543	CUSTER	4540	LUZON	3423	TORONTO
2607	CUSTER	4611	LUZON	3519	TORONTO
2623	CUSTER	1325	LYNN HAVEN	3548	TORONTO
2627	CUSTER	1410	LYNN HAVEN	3561	TORONTO
2656	CUSTER	2441	LYOLA	3618	TORONTO
2018	CUSTER	2225	MACON	3619	TORONTO
3231	DAHLIA	2254	MACON	3624	TORONTO
1319	DALVIEW	2310	MACON	3628	TORONTO
3634	DARIEN	2337	MACON	3711	TORONTO
2238	DATHE	2338	MACON	3719	TORONTO
2326	DATHE	2451	MACON	3725	TORONTO
2810	DATHE	2455	MACON	3540	TORONTO
2838	DATHE	2459	MACON	7903	TROJAN
2411	DATHE	2518	MACON	7912	TROJAN
3804	DE MAGGIO	2633	MACON	7928	TROJAN
3808	DE MAGGIO	2637	MACON	7931	TROJAN
3811	DE MAGGIO	2641	MACON	7936	TROJAN
3922	DELHI	2702	MACON	7955	TROJAN
6283	DENHAM	2718	MACON	7960	TROJAN
421	DENLEY	2731	MACON	2813	TROY
425	DENLEY	2732	MACON	2823	TROY
427	DENLEY	2807	MACON	1818	TRUNK
505	DENLEY	2810	MACON	1822	TRUNK
527	DENLEY	2826	MACON	4011	TRUNK
603	DENLEY	2833	MACON	4015	TUMALO
607	DENLEY	2835	MACON	3131	TUSKEGEE
610	DENLEY	2837	MACON	2611	VALENTINE
614	DENLEY	5007	MALCOLM X	2619	VALENTINE
628	DENLEY	5023	MALCOLM X	2625	VALENTINE
1408	DENLEY	5031	MALCOLM X	2722	VALENTINE
1412	DENLEY	5041	MALCOLM X	2726	VALENTINE
1414	DENLEY	5307	MALCOLM X	2727	VALENTINE
1502	DENLEY	5124	MALCOLM X BLVD	2802	VALENTINE
1508	DENLEY	3122	MALLORY	2810	VALENTINE
1527	DENLEY	3429	MALLORY	2811	VALENTINE
2404	DENLEY	2319	MARBURG	2813	VALENTINE
2416	DENLEY	2524	MARBURG	2814	VALENTINE
2629	DENLEY	2539	MARBURG	2822	VALENTINE
2907	DENLEY	2706	MARBURG	2825	VALENTINE
2930	DENLEY	2735	MARBURG	2907	VALENTINE
3011	DENLEY	3010	MARBURG	2914	VALENTINE

3910	DENLEY	2727	MARBURG	2926	VALENTINE
3930	DENLEY	2731	MARBURG	3015	VALENTINE
4021	DENLEY	2723	MARBURG	3027	VALENTINE
4030	DENLEY	2618	MARDER	3035	VALENTINE
4101	DENLEY	2802	MARDER	3041	VALENTINE
4215	DENLEY	1242	MARFA	3720	VANDERVOORT
4403	DENLEY	1247	MARFA	3806	VANDERVOORT
4502	DENLEY	1313	MARFA	3810	VANDERVOORT
4506	DENLEY	1415	MARFA	3917	VANDERVOORT
4515	DENLEY	1419	MARFA	3923	VANDERVOORT
4631	DENLEY	1503	MARFA	4010	VERDERVOOR
4718	DENLEY	1530	MARFA	4635	VERDUN
507	DENLEY, N	1531	MARFA	1126	VERMONT
1703	DENNISON	1610	MARFA	1226	VERMONT
1729	DENNISON	1634	MARFA	1230	VERMONT
1813	DENNISON	1642	MARFA	5029	VETERANS
1822	DENNISON	2134	MARFA	5143	VETERANS
1823	DENNISON	2603	MARJORIE	2	VILBIG
1831	DENNISON	2736	MARJORIE	1730	VILBIG
1911	DENNISON	2747	MARJORIE (13A)	3106	VILBIG
1954	DENNISON	2747	MARJORIE (13B)	3203	VILBIG
1962	DENNISON	2981	MARJORIE	3220	VILBIG
1966	DENNISON	507	MARLBOROUGH	3401	VILBIG
2014	DENNISON	5001	MARNE	3502	VILBIG
2023	DENNISON	5006	MARNE	3510	VILBIG
2029	DENNISON	5007	MARNE	3514	VILBIG
3310	DETONTE	5012	MARNE	3540	VILBIG
3315	DETONTE	5021	MARNE	3614	VILBIG
3322	DETONTE	5027	MARNE	3705	VILBIG
3330	DETONTE	5034	MARNE	3714	VILBIG
3411	DETONTE	5039	MARNE	3722	VILBIG
3714	DILDOCK	5102	MARNE	3721	VINEYARD
4709	DOLPHIN	4103	MARSALIS	3806	VINEYARD
4815	DOLPHIN	3107	MARSALIS, S.	3826	VINEYARD
4819	DOLPHIN	3709	MARSHALL	3906	VINEYARD
2935	DON	3919	MARSHALL	3906	VINEYARD
2843	DON	4002	MARSHALL	2015	VOLGA
2623	DONALD	4103	MARSHALL	2130	VOLGA
2627	DONALD	4302	MARSHALL	1438	WACO
2714	DORRIS	4334	MARSHALL	1706	WACO
2716	DORRIS	4335	MARSHALL	1727	WACO
2718	DORRIS	4338	MARSHALL	4515	WAHOO
2813	DORRIS	4136	MART	4519	WAHOO
2825	DORRIS	515	MARTINIQUE	3809	WALDRON
2902	DORRIS	811	MARTINIQUE	2625	WARREN
2909	DORRIS	1704	MARY ELLEN	2631	WARREN
2914	DORRIS	3921	MARYLAND	3004	WARREN



2918	DORRIS	4030	MARYLAND	2413	WARREN
2922	DORRIS	4250	MARYLAND	2409	WARREN
2930	DORRIS	4216	MARYLAND	5127	WATSON
3017	DORRIS	2723	MAURINE F BAILEY WAY	5131	WATSON
3023	DORRIS	2746	MAURINE F BAILEY WAY	5139	WATSON
3026	DORRIS	1407	MAYWOOD	5043	WATSON
3028	DORRIS	1610	MAYWOOD	5018	WATSON
3029	DORRIS	1426	MAYWOOD	1338	WAWENOC
3030	DORRIS	1715	MCBROOM	3122	WEISENBERGER
1406	DOYLE	1729	MCBROOM	3322	WEISENBERGER
1409	DOYLE	1835	MCBROOM	3813	WEISENBERGER
1419	DOYLE	1838	MCBROOM	4016	WEISENBERGER
1502	DOYLE	1930	MCBROOM	4026	WEISENBERGER
1503	DOYLE	1934	MCBROOM	2517	WELLS
1506	DOYLE	1948	MCBROOM	2519	WELLS
1507	DOYLE	1956	MCBROOM	2521	WELLS
1510	DOYLE	2015	MCBROOM	2527	WELLS
1515	DOYLE	2016	MCBROOM	2531	WELLS
1521	DOYLE	2017	MCBROOM	2533	WELLS
1525	DOYLE	2022	MCBROOM	3417	WENDELKIN
319	DU BOIS	2027	MCBROOM	3514	WENDELKIN
2031	DUDLEY	2028	MCBROOM	3518	WENDELKIN
1110	DULUTH	3402	MCBROOM	3636	WENDELKIN
1826	DULUTH	3430	MCBROOM	3722	WENDELKIN
1910	DULUTH	3431	MCBROOM	3425	WENDELKIN
1912	DULUTH	3610	MCBROOM	1503	WHITAKER
1915	DULUTH	3615	MCBROOM	1538	WHITAKER
1926	DULUTH	3618	MCBROOM	2234	WILHURT
3634	DUNBAR	3630	MCBROOM	2235	WILHURT
3738	DUNBAR	3705	MCBROOM	2243	WILHURT
8730	DUNLAP DR.	3723	MCBROOM	2246	WILHURT
2311	DYSON	3724	MCBROOM	2247	WILHURT
2400	DYSON	3734	MCBROOM	2251	WILHURT
2218	DYSON	1210	MCKENZIE	2314	WILHURT
2226	DYSON	1304	MCKENZIE	2318	WILHURT
2941	EAGLE	1315	MCKENZIE	2326	WILHURT
2437	EASLEY	1336	MCKENZIE	2410	WILHURT
2441	EASLEY	1410	MCKENZIE	2414	WILHURT
4930	ECHO	1414	MCKENZIE	2418	WILHURT
5015	ECHO	2816	MEADOW	2507	WILHURT
5018	ECHO	2820	MEADOW	2515	WILHURT
5027	ECHO	3604	MEADOW	2535	WILHURT
5107	ECHO	3622	MEADOW	2603	WILHURT
5118	ECHO	3624	MEADOW	2606	WILHURT
1400	EDGEMONT	4921	MEADOW VIEW	2607	WILHURT
1627	EDGEMONT	1610	MENTOR	2619	WILHURT
3502	EDGEWOOD	1734	MENTOR	2631	WILHURT

3218	EL BENITO	2405	MERLIN	2635	WILHURT
3227	EL BENITO	2418	MERLIN	2747	WILHURT
6419	ELAM	2510	MERLIN	2411	WINNETKA
4311	ELECTRA	2514	MERLIN	3611	WINNETKA
4503	ELECTRA	2518	MERLIN	1618	WINNETKA
638	ELLA	2237	METROPOLITAN	511	WOODBINE
738	ELLA	2240	METROPOLITAN	515	WOODBINE
1542	ELMORE	3142	METROPOLITAN	520	WOODBINE
1507	ELMORE	3514	METROPOLITAN	530	WOODBINE
1743	ELMORE	3614	METROPOLITAN	555	WOODBINE
659	ELSBERRY	3615	METROPOLITAN	635	WOODBINE
522	ELWAYNE	3622	METROPOLITAN	709	WOODBINE
610	ELWAYNE	3715	METROPOLITAN	603	WOODIN
650	ELWAYNE	3803	METROPOLITAN	1226	WOODIN
734	ELWAYNE	3809	METROPOLITAN	1239	WOODIN
631	ELWAYNE	3905	METROPOLITAN	1554	WOODIN
1323	EMILY	3926	METROPOLITAN	1615	WOODIN
2226	EUGENE	4000	METROPOLITAN	1619	WOODIN
2228	EUGENE	4011	METROPOLITAN	647	WOODMONT
2235	EUGENE	4106	METROPOLITAN	515	WOODMONT
2306	EUGENE	4223	METROPOLITAN	5117	WYNELL
609	EWING	4301	METROPOLITAN	5119	WYNELL
619	EWING	4415	METROPOLITAN	3510	YORK
906	EWING	4422	METROPOLITAN	3518	YORK
1216	EWING	4427	METROPOLITAN	3531	YORK
2324	EWING	4507	METROPOLITAN	3615	YORK
4407	EWING	4515	METROPOLITAN	3618	YORK
1318	EXETER	4517	METROPOLITAN	3622	YORK
1349	EXETER	4523	METROPOLITAN	3624	YORK
1414	EXETER	4602	METROPOLITAN	3719	YORK
1423	EXETER	4606	METROPOLITAN	3807	YORK
1502	EXETER	4618	METROPOLITAN	4226	YORK
2314	EXETER	2414	MEYERS	4705	ZEALAND
2319	EXETER	2422	MEYERS	4737	ZEALAND
2322	EXETER	2423	MEYERS	4741	ZEALAND
2327	EXETER	2505	MEYERS	4742	ZEALAND
2510	EXETER	2506	MEYERS	4745	ZEALAND
2522	EXETER	2509	MEYERS	4807	ZEALAND
2530	EXETER	2522	MEYERS	4812	ZEALAND
2538	EXETER	2602	MEYERS	4816	ZEALAND
2602	EXETER	2609	MEYERS	4820	ZEALAND
2610	EXETER	2612	MEYERS	4824	ZEALAND
2614	EXETER	2641	MEYERS		

**KEY FOCUS AREA:** Clean, Healthy Environment

**AGENDA DATE:** October 14, 2015

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Office Of Environmental Quality

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 45 B F

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### **SUBJECT**

A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by GuideStone Financial Resources of the Southern Baptist Convention, located near the intersection of Fairmount Street and Cedar Springs Road and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to GuideStone Financial Resources of the Southern Baptist Convention, by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City

Recommendation of Staff: Approval

### **BACKGROUND**

Based on information provided by the Applicant, the designated property is underlain by a shallow groundwater bearing zone that is within sand, gravelly sand, clayey sand soils, and weathered limestone encountered at depths between 20 to 25 feet below ground surface (bgs) and terminating at approximately 30 to 34 feet bgs at the competent limestone known as the Austin Chalk Formation. The Austin Chalk is estimated to be approximately 50 feet thick in the area. The Eagle Ford Formation underlies the Austin Chalk and consists of shale, sandstone, and limestone and is estimated to be approximately 600 feet thick in the area. The direction of groundwater flow beneath the designated property varies towards the southwest and northwest. A portion of the groundwater has been affected by tetrachloroethene (PCE) and cis-1,2-dichloroethene (cis-DCE) at concentrations above groundwater ingestion standards. The source of the release is unknown but appears to be the result of chemicals from historical dry cleaning operations. The suspected onsite source is a former laundry and fur business that operated in the northeastern portion of the property from approximately 1971 through 2000. The suspected off-site source is historical operations using similar chemicals located northeast of the designated property.

## **BACKGROUND (Continued)**

A portion of the designated property was entered into the Voluntary Cleanup Program (VCP) administered by the Texas Commission on Environmental Quality (TCEQ) in January 2015 and designated as VCP Facility ID No. 2711.

The applicant has requested that the City support its application for a Municipal Setting Designation (MSD). A public meeting is scheduled to be held on October 5, 2015 to receive comments and concerns. Notices of the meeting were sent to 2,345 property owners within 2,500 feet of the property and 85 private well owners within 5 miles of the property. There are no other municipalities within one-half mile of the property.

This item is a municipal setting designation ordinance prohibiting the use of potable groundwater beneath property located near the intersection of Fairmount Street and Cedar Springs Road including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain closure through the Voluntary Cleanup Program supported by a MSD. Currently, the designated property is occupied by commercial buildings used for office space and associated paved parking lots and landscaped areas. The anticipated future use of the northeastern portion of the designated property will be a high-rise residential building and the remaining portion of the designated property is anticipated to remain the same.

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

This item has no prior action.

## **FISCAL INFORMATION**

No cost consideration to the City

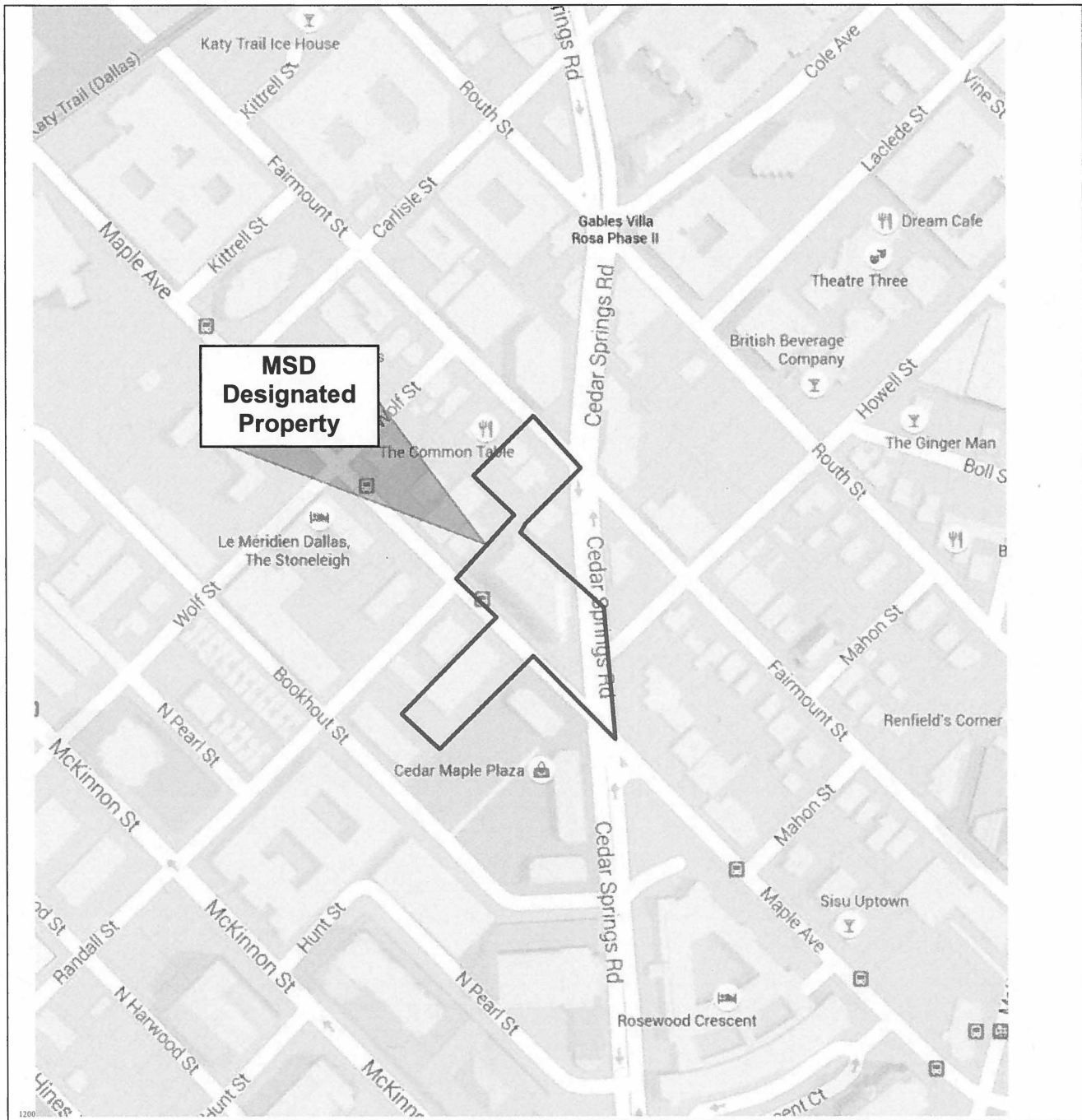
## **OWNER**

**GuideStone Financial Resources of the Southern Baptist Convention**

M. Douglas Adkins, Trustee/Director

## **MAP**

Attached



CITY OF DALLAS



**Municipal Setting Designation**

Designated Property Boundary Map

MSD Log OEQ0050

Applicant – GuideStone Financial Resources  
of the Southern Baptist Convention

2913 Fairmount Street, 2401 Cedar Springs Road,  
and 2811 Maple Avenue  
Dallas, TX 75201



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

A municipal setting designation ordinance prohibiting the use of designated groundwater from beneath property generally located at 2913 Fairmount Street, 2401 Cedar Springs Road, and 2811 Maple Avenue and supporting issuance of a municipal setting designation certificate by the Texas Commission on Environmental Quality; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

WHEREAS, Section 51A-6.108, “Municipal Setting Designation Ordinance,” of Article VI, “Environmental Performance Standards,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code authorizes municipal setting designation ordinances prohibiting the use of designated groundwater as potable water and thereby enable the Texas Commission on Environmental Quality to certify a municipal setting designation for designated property; and

WHEREAS, the city council finds that:

(1) the eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) this municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the city of Dallas;

(3) there is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) this municipal setting designation ordinance is necessary because the concentration of contaminants of concern exceed ingestion protective concentration levels for human ingestion; and

WHEREAS, the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the city of Dallas, have given the required notices and have held the required public hearings regarding this municipal setting designation ordinance; Now Therefore,

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

SECTION 1. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A, attached to the ordinance.

SECTION 2. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

SECTION 3. That use of the designated groundwater from beneath the designated property as potable water is prohibited.

SECTION 4. That the use of the designated groundwater from beneath public rights-of-way included in the designated property as potable water is prohibited.

SECTION 5. That the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 6. That the following conditions are imposed on the designated property and designated groundwater:

- (1) The potable use of the designated groundwater from beneath the designated property is prohibited.



- (2) The potable use of the designated groundwater from beneath public rights-of-way included in the designated property is prohibited.
- (3) The portion of the designated property assigned VCP No. 2711 must receive a certificate of completion from the Texas Commission on Environmental Quality by no later than October 14, 2017.

SECTION 7. That the city council supports the application to the Texas Commission on Environmental Quality for a municipal setting designation on the designated property, with the following comments:

- (1) The Texas Commission on Environmental Quality, as the state agency chartered to protect human health and the environment, is requested to thoroughly review the conditions of the designated property and issue a certificate of completion only when all contaminants of concern, through the applicable routes of exposure, have been addressed.

SECTION 8. That the public rights-of-way immediately adjacent to the designated property must be included, at no additional cost to the city of Dallas, in the application to the Texas Commission on Environmental Quality.

SECTION 9. That a state or federal program must address the entire non-ingestion protective concentration level exceedence zone originating from sources on the designated property or migrating from the designated property no later than October 14, 2017. That within this time period, the applicant shall provide the managing director of the office of environmental quality documentation, including a certificate of completion from the Texas Commission on Environmental Quality, that it has been addressed to the satisfaction of the agency administering the program. If it has not been addressed, the managing director of the office of environmental quality may, for good cause, take any of the following actions:

- (1) allow additional time to address the non-ingestion protective concentration level exceedence zone;

- (2) request a review by the Texas Commission on Environmental Quality or the agency administering the program;
- (3) recommend to the city council that this municipal setting designation ordinance be repealed;
- (4) request additional information or documentation from the applicant; or
- (5) pursue other actions that the managing director of the office of environmental quality believes may be warranted.

SECTION 10. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules, and regulations of the city of Dallas; and all environmental regulations, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 11. That any person owning, operating, or controlling any portion of the designated property is responsible for ensuring compliance with this ordinance with respect to their portion of the designated property. Allowing use of designated ground water for potable purposes or failure to provide the managing director of the office of environmental quality with required documentation is a violation of this ordinance and may result in the ordinance being repealed for that portion of the designated property.

SECTION 12. That approval of this municipal setting designation ordinance shall not be construed to subject the city of Dallas to any responsibility or liability for any injury to persons or damages to property caused by any contaminant of concern.

SECTION 13. That within 30 days after adoption of this municipal setting designation ordinance, the applicant shall provide the managing director of the office of environmental quality with an electronic file showing the location of the designated property and the designated groundwater in a format compatible with the city of Dallas' geographic information system.

SECTION 14. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall file a certified copy of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

SECTION 15. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall send a certified copy of this municipal setting designation ordinance to the applicant and the Texas Commission on Environmental Quality, and that the managing director of the office of environmental quality shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 16. That the applicant shall provide the managing director of the office of environmental quality with a copy of the municipal setting designation certificate issued by the Texas Commission on Environmental Quality pursuant to Section 361.807 of the Texas Health and Safety Code within 30 days after issuance of the certificate.

SECTION 17. That the applicant shall provide the managing director of the office of environmental quality with a copy of the certificate of completion or other documentation issued by the Texas Commission on Environmental Quality showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code have been completed to the satisfaction of the Texas Commission on Environmental Quality within the time period required. The managing director of the office of environmental quality may, for good cause, extend the time for submitting the documentation.

SECTION 18. That the applicant shall notify the managing director of the office of environmental quality in writing if the applicant determines that notice is required to be sent to an owner of other property beyond the boundaries of the designated property under Title 30 Texas Administrative Code, Chapter 30, Section 350.55(b), and provide the name of the property owner, the property address, and a copy of the notice sent to the property owner.

SECTION 19. That a person violating a provision of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

SECTION 20. That Chapter 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this municipal setting designation ordinance.

SECTION 21. That the terms and provisions of this municipal setting designation ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 22. That this municipal setting designation 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:

WARREN M.S. ERNST, City Attorney

By \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_

LEGAL DESCRIPTION  
DESIGNATED PROPERTY  
MUNICIPAL SETTING DESIGNATION BOUNDARY  
4.200 Acre Tract Being All of Lot 4A, Block 6/943 of Thomas Maple Addition,  
Lot 1A, Block 5/944 of North Dallas Improvement Company Replat and  
Lot 2A, Block 7/944 of Pillsbury Peters Fine Art Addition and Portions of  
Cedar Springs Road, Maple Avenue, Fairmount Street and an Alley Right of Way  
City of Dallas, Callas County, Texas

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, said tract being all of Lot 4A, Block 6/943 of Thomas Maple Addition, an addition to the City of Dallas, Texas according to the map thereof recorded in Volume 96199, Page 1460, Deed Records of Dallas County, Texas, all of Lot 1A, Block 5/944 of Replat of Part of Lots 1 – 4 and all of Lots 5 - 7, Block 5/944 of North Dallas Improvement Company Addition according to the map recorded in Volume 88143, Page 2123, Deed Records of Dallas County, Texas, all of Lot 2A, Block 7/944 of Pillsbury Peters Fine Art Addition according to the map thereof recorded in Volume 2000180, Page 1705, Deed Records of Dallas County, Texas and portions of Cedar Springs Road, Maple Avenue, Fairmount Street, a portion of 20 foot Alley right of way between Block 6/943 and Block 1/942 and a portion of a 16 foot Alley right of way all created by the map of North Dallas Improvement Company Addition as recorded in Volume 106, Page 258, Deed Records of Dallas County, Texas; said Lot 4A conveyed to Guidestone Financial Resources of The Southern Baptist Convention by Special Warranty Deed recorded in Instrument Number 201400088631, Official Public Records of Dallas County, Texas, said Lot 1A conveyed to Annuity Board of The Southern Baptist Convention by Special Warranty Deed recorded in Volume 91251, Page 4252, Deed Records of Dallas County, Texas, and said Lot 2A conveyed to Guidestone Financial Resources of The Southern Baptist Convention by Special Warranty Deed recorded in Instrument Number 201300350313, Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod for a corner in the southwest line of Maple Avenue (a 70 foot right of way), said point being the north corner of said Lot 4A and the west corner of Lot 1D, Block 2/933 of Cedar/Maple 2<sup>nd</sup> Revision as recorded in Volume 2000005, Page 76, deed Records of Dallas county, Texas;

THENCE, S 44°20'00" W, departing the southwest line of Maple Avenue and with the common line of said Lots 4A and 1D, passing at a distance of 190.20 feet the north corner of Lot 1C, Block 2/933 of the said Cedar/Maple 2<sup>nd</sup> Revision, passing at a distance of 256.00 feet the south corner of said Lot 4A, continuing in all a distance of 276.00 feet to a point for a corner in the northeast line of the above said 20 foot Alley right of way;

THENCE, N 45°40'00" W, crossing the said Alley right of way, passing at a distance of 20 feet the east corner of Lot 1A, Block 1/942 of Crescent West Addition as recorded in Volume 2004118, Page 42, Deed Records of Dallas County, Texas, continuing in all a distance of 120.00 feet to a point for a corner;



LEGAL DESCRIPTION (continued)  
DESIGNATED PROPERTY  
MUNICIPAL SETTING DESIGNATION BOUNDARY  
4.200 Acre Tract Being All of Lot 4A, Block 6/943 of Thomas Maple Addition,  
Lot 1A, Block 5/944 of North Dallas Improvement Company Replat and  
Lot 2A, Block 7/944 of Pillsbury Peters Fine Art Addition and Portions of  
Cedar Springs Road, Maple Avenue, Fairmount Street and an Alley Right of Way  
City of Dallas, Callas County, Texas

THENCE, N 44°20'00" E, crossing the said Alley right of way, passing at a distance of 20 feet the west corner of said Lot 4A, said point being the south corner of Lot 7, Block 6/943 of North Dallas Improvement Company Addition as recorded in Volume 106, Page 258, Deed Records of Dallas County, Texas, continuing in all a distance of 276.00 feet to a found 3 inch monument for a corner in the southwest line of Maple Avenue, said point being the north corner of said Lot 4A and the east corner of said Lot 7;

THENCE, N 45°40'00" W, with the southwest line of Maple Avenue, passing at a distance of 90.0 feet a found 3 inch monument at the east corner of a right of way corner clip at the intersection of the southwest line of Maple Avenue with the southeast line of Randall Street (a 40 foot right of way), continuing with the projection of the southwest line of Maple Avenue, in all a distance of 126.51 feet to a point for a corner;

THENCE, N 44°20'00" E, crossing Maple Avenue, passing at a distance of 70.00 feet the northeast line of Maple Avenue and the west corner of said Lot 1A, Block 5/944, continuing in all a distance of 224.40 feet to a point for a corner in the southwest line of a 16 foot Alley right of way, said point being the north corner of said Lot 1A;

THENCE, N 45°40'00" W, with the southwest line of the said Alley right of way, a distance of 175.38 feet to a point for a corner, said point being the east corner of Lot 9, Block 7/944 of the said North Dallas Improvement Company Addition;

THENCE, N 44°20'00" E, crossing the said Alley right of way, passing at a distance of 16 feet the northeast line of the said Alley right of way, said point being the west corner of said Lot 2A, passing at a distance of 170.40 feet a found 1 inch iron pipe in the southwest line of Fairmount Street (a 50 foot right of way), said point being the west corner of said Lot 2A, continuing across the right of way of Fairmount Street in all a distance of 220.40 feet to a point for a corner in the northeast line of Fairmount Street, said point being in the southwest line of Block 11/946;

THENCE, S 45°40'00" E, with the northeast line of Fairmount Street, passing the west line of Cedar Springs Road (an 80 foot right of way) and continuing with the projection of Fairmount into the right of way Cedar Springs Road, a distance of 200.00 feet to a point for a corner;



## LEGAL DESCRIPTION (continued)

## DESIGNATED PROPERTY

## MUNICIPAL SETTING DESIGNATION BOUNDARY

4.200 Acre Tract Being All of Lot 4A, Block 6/943 of Thomas Maple Addition,  
 Lot 1A, Block 5/944 of North Dallas Improvement Company Replat and  
 Lot 2A, Block 7/944 of Pillsbury Peters Fine Art Addition and Portions of  
 Cedar Springs Road, Maple Avenue, Fairmount Street and an Alley Right of Way  
 City of Dallas, Callas County, Texas

THENCE, S 44°20'00" W, passing at a distance of 73.3 feet a found 3/4 inch iron pipe in the west line of Cedar Springs Road, said point being the most southerly east corner of said Lot 2A, continuing in all a distance 204.40 feet to a found 5/8 inch iron rod for a corner in the northeast line of the said 16 foot Alley right of way, said point being the south corner of said Lot 2A and the west corner of Lot 10, Block 7/944 of the said North Dallas Improvement Company Addition;

THENCE, S 45°40'00" E, with the northeast line of the said Alley right of way, passing at a distance of 152.88 feet the intersection of the northeast line of the Alley right of way with the southwest line of Cedar Springs Road, continuing across the right of way of Cedar Springs Road in all a distance of 275.81 feet to a point for a corner in the northeast line of Cedar Springs Road, said point being in the southwest line of Block 981 of the said North Dallas Improvement Company Addition;

THENCE, S 05°03'55" E, with the northeast line of Cedar Springs Road, a distance of 369.40 feet to a point for a corner at the intersection of the northeast line of Cedar Springs Road with the projected southwest line of Maple Avenue;

THENCE, N 45°40'00" W, with the projected southwest line Maple Avenue and crossing the right of way of Cedar Springs Road, passing at a distance of 135.73 feet the intersection of the southwest line of Maple Avenue with the southwest line of Cedar Springs Road, said point being the east corner of said Lot 1D, continuing in all a distance of 334.39 feet to the Point of Beginning and Containing 182,742 square feet or 4.200 acre of land.

Date: February 13, 2015

L. Lynn Kadleck  
 Registered Professional  
 Land Surveyor No. 3952



## Basis of Bearing:

The bearing basis for this description is a bearing of N 45°40'00" W for the northeast line of Maple Avenue as shown on the map of Replat of Part of Lots 1 – 4 and al of Lots 5 – 7, Block 5/944 of North Dallas Improvement Company Addition recorded in Volume 88143, Page 2123, Deed Records of Dallas County, Texas.

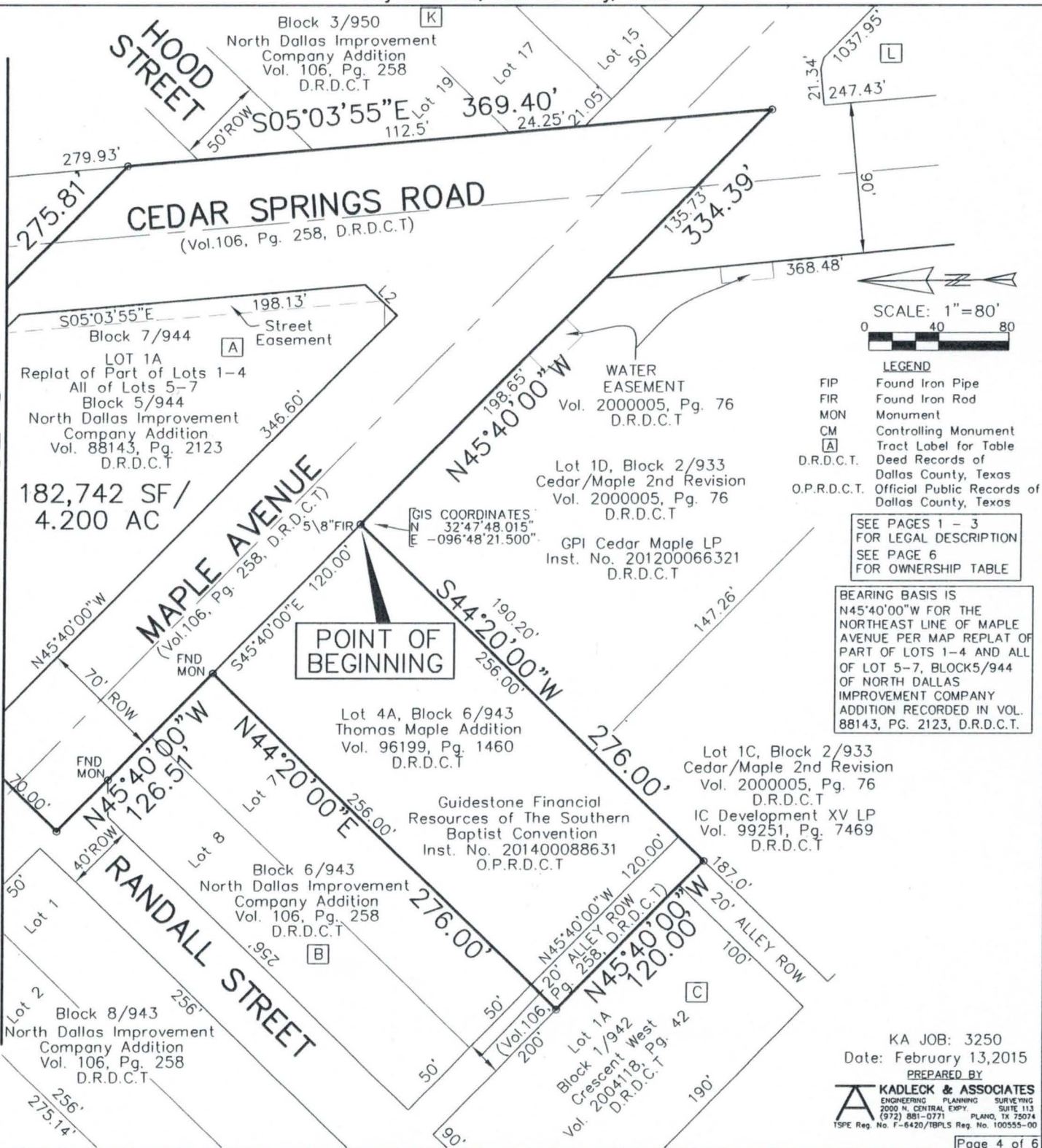


# DESIGNATED PROPERTY

## MUNICIPAL SETTING DESIGNATION BOUNDARY

4.200 Acre Being All of City Lot 4A, City Block 6/943 of Thomas Maple Avenue Addition,  
 Lot 1A, City Block 5/944 Replat of North Dallas Improvements Company and  
 Lot 2A, City Block 7/944 of Pillsbury Peters Fine Art Addition and  
 Portions of Cedar Springs Road, Maple Avenue, Fairmount Avenue and Alley Rights of Way  
 City of Dallas, Dallas County, Texas

MATCH LINE - SEE PAGE 5



KA JOB: 3250  
 Date: February 13, 2015

PREPARED BY  
**KADLECK & ASSOCIATES**  
 ENGINEERING PLANNING SURVEYING  
 2000 N. CENTRAL EXPY. SUITE 113  
 (972) 881-0771 PLANO, TX 75074  
 TSPE Reg. No. F-6420/TBPLS Reg. No. 100555-00



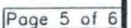
4.200 Acre Being All of City Lot 4A, City Block 6/943 of Thomas Maple Avenue Addition,  
Lot 1A, City Block 5/944 Replat of North Dallas Improvements Company and  
Lot 2A, City Block 7/944 of Pillsbury Peters Fine Art Addition and  
Portions of Cedar Springs Road, Maple Avenue, Fairmount Avenue and Alley Rights of Way  
City of Dallas, Dallas County, Texas



SEE PAGES 1 - 3  
FOR LEGAL DESCRIPTION  
SEE PAGE 6  
FOR OWNERSHIP TABLE



KA JOB: 3250  
Date: February 13, 2015  
PREPARED BY



**DESIGNATED PROPERTY  
MUNICIPAL SETTING DESIGNATION BOUNDARY**

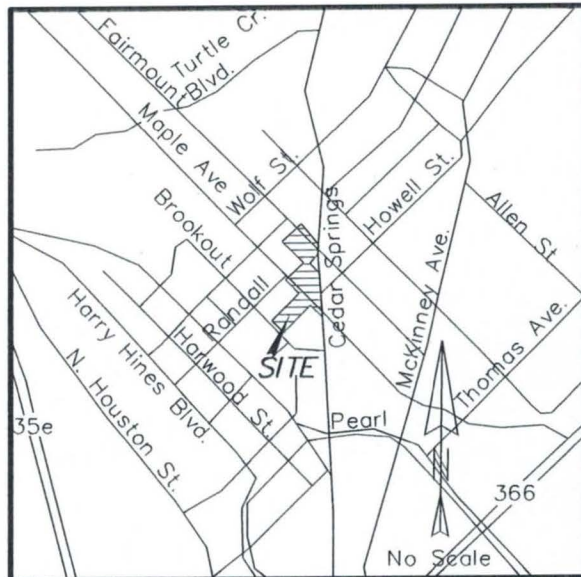
4.200 Acre Being All of City Lot 4A, City Block 6/943 of Thomas Maple Avenue Addition,  
Lot 1A, City Block 5/944 Replat of North Dallas Improvements Company and  
Lot 2A, City Block 7/944 of Pillsbury Peters Fine Art Addition and  
Portions of Cedar Springs Road, Maple Avenue, Fairmount Avenue and Alley Rights of Way  
City of Dallas, Dallas County, Texas

**ADDITION/OWNERSHIP TABLE**

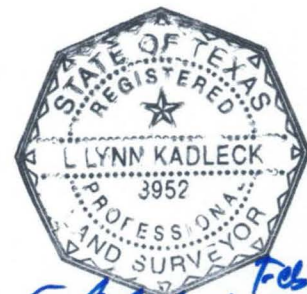
- [A] LOT 1A  
Replat of Part of Lots 1-4  
All of Lots 5-7  
Block 5/944  
North Dallas Improvement  
Company Addition  
Vol. 88143, Pg. 2123  
D.R.D.C.T  
Annuity Board of  
The Southern  
Baptist Convention  
Vol. 91251, Pg. 4252  
D.R.D.C.T
- [B] Highland Capital Management LP  
Inst. No. 200600024964  
O.P.R.D.C.T
- [C] Windsor At Trainon LP  
Inst. No. 20070234775  
O.P.R.D.C.T
- [D] 2902 Maple LP  
Inst. No. 20080016375  
O.P.R.D.C.T
- [E] 2906 Maple Ave LLC  
Inst. No. 201200169887  
O.P.R.D.C.T
- [F] 2912 Maple LLC  
Inst. No. 201300220623  
O.P.R.D.C.T
- [G] Calbaza Holding, Inc.  
Inst. No. 201000038139  
O.P.R.D.C.T
- [H] GH Cedar Springs, Inc.  
Inst. No. 201300327892  
O.P.R.D.C.T
- [I] North Dallas Improvement  
Company Addition  
Vol. 106, Pg. 258  
D.R.D.C.T  
MDB Capital Group LLC  
Inst. No. 201200337705  
O.P.R.D.C.T
- [J] Block 951  
North Dallas Improvement  
Company Addition  
Vol. 106, Pg. 258  
D.R.D.C.T  
Greenway Maple LP  
Vol. 2001052, Pg. 6686  
D.R.D.C.T
- [K] Greenway Maple LP  
Vol. 2001052, Pg. 6686  
D.R.D.C.T
- [L] Lot 1A, Block 2/948  
The Crescent Addition  
Vol. 83134, Pg. 5645  
D.R.D.C.T  
Crescent TC Investments LP  
Vol. 2004220, Pg. 2008  
D.R.D.C.T

**LINE TABLE**

NUM	BEARING	DISTANCE
L1	S5°04'40"E	35.83'
L2	N44°20'10"E	25.46'



**VICINITY MAP**  
NO SCALE



KA JOB: 3250  
Date: February 13, 2015  
PREPARED BY  
**KADLECK & ASSOCIATES**  
ENGINEERING PLANNING SURVEYING  
2000 N. CENTRAL EXPY. SUITE 113  
(972) 881-0771 PLANO, TX 75074  
TSP# Reg. No. F-6420/TBPLS Reg. No. 100555-00