

**MAY 11, 2016 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated May 11, 2016. 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

4.29.16

Date



Jeanne Chipperfield
Chief Financial Officer

4/29/16

Date

RECEIVED

2016 APR 29 PM 4:41

CITY SECRETARY
DALLAS, TEXAS



COUNCIL AGENDA

May 11, 2016

Date

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

General Information

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

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

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

The Council agenda is available in alternative formats upon request.

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

Rules of Courtesy

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

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

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

Información General

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

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

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

SUPPLEMENTAL NOTICE

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

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

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

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

**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, MAY 11, 2016
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 - 42

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 43 - 51

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 52 - 60

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

AGENDA
CITY COUNCIL MEETING
MAY 11, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. Approval of Minutes of the April 27, 2016 City Council Meeting

CONSENT AGENDA

Business Development & Procurement Services

2. Authorize a three-year professional services contract, with two one-year renewal options, for independent medical review services - ExamWorks, Inc., most qualified respondent of three - Not to exceed \$100,000 - Financing: Current Funds (subject to annual appropriations)
3. Authorize a five-year service contract for beverage services - The American Bottling Company dba Dr Pepper Snapple Group, most advantageous proposer of three - Estimated Revenue: \$2,222,980
4. Authorize a three-year master agreement for law enforcement badges - V.H. Blackinton, Inc., most advantageous proposer of four - Not to exceed \$125,170 - Financing: Current Funds

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

5. Authorize the purchase of **(1)** eleven pieces of fleet vehicles and equipment - Briggs Equipment in the amount of \$157,610, Darr Equipment in the amount of \$92,726, Southwest International Trucks, Inc. in the amount of \$156,547, Kirby-Smith Machinery in the amount of \$649,693, RDO Equipment in the amount of \$88,875, Austin Truck and Equipment, LTD dba Freightliner of Austin in the amount of \$347,425, Central Texas Heavy Equipment Co., Inc. in the amount of \$167,000 through The Texas Association of School Boards (Buyboard); **(2)** four pieces of fleet vehicles - Sam Pack's Five Star Ford in the amount of \$76,080 through Texas Smartbuy; **(3)** two pieces of fleet equipment - Rush Truck Centers of Texas, LP in the amount of \$384,030 through the Houston Galveston Area Council of Governments; and **(4)** two fleet vehicles - Freedom Dodge dba Duncanville Automotive in the amount of \$52,200 through the Tarrant County Interlocal - Total not to exceed \$2,172,186 - Financing: Street and Alley Improvement Funds (\$649,693), Water Utilities Current Funds (\$1,469,624) and Aviation Current Funds (\$52,869)

City Controller's Office

6. Authorize the preparation of plans for an issuance of Waterworks and Sewer System Revenue Refunding Bonds, Series 2016A and Taxable Series 2016B in an amount not to exceed \$640,000,000 - Financing: This action has no cost consideration to the City

Code Compliance

7. An ordinance amending Chapter 17 of the Dallas City Code **(1)** adopting new food establishment rules promulgated by the Texas Department of State Health Services; **(2)** providing additional requirements for certain equipment; **(3)** providing additional requirements for mobile food establishments; **(4)** providing additional requirements for variances for dog friendly patios; **(5)** providing certain Heimlich Maneuver poster display requirements; and **(6)** making conforming changes; and providing a penalty not to exceed \$2,000 - Financing: No cost consideration to the City

Court & Detention Services

8. Authorize an Interlocal Agreement to establish concurrent jurisdiction of the municipal courts of the City of Rowlett and the City of Dallas for cases punishable by fine only on the bridges and causeways for the areas adjacent to Lake Ray Hubbard as authorized by 4.14(f) and 4.14(g) of the Texas Code of Criminal Procedure and sections 29.003(h) and 29.003(i) of the Texas Government Code - Financing: No cost consideration to the City

CONSENT AGENDA (Continued)**Economic Development**

9. A resolution authorizing a Property Assessed Clean Energy ("PACE") Program for financing water conservation and energy-efficient improvements to commercial, industrial and multi-family properties within the city; and approval of the terms of the program as defined in the Dallas PACE Report 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
10. Authorize a one-year service contract, with four one-year renewal options, to administer the City of Dallas Property Assessed Clean Energy (PACE) program - Texas Property Assessed Clean Energy Authority dba Texas PACE Authority, most advantageous proposer of four - Financing: No cost consideration to the City
11. Authorize **(1)** a public hearing to be held on June 15, 2016, in accordance with Chapter 372 of the Texas Local Government Code to consider the advisability of renewing the Oak Lawn-Hi Line Public Improvement District (District), for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District to receive comments, and, at the close of the public hearing; **(2)** a resolution approving renewal of the District for seven years and approval of the District's Service Plan for calendar years 2017-2023 - Financing: No cost consideration to the City

Intergovernmental Services

12. Authorize a professional services contract with Brunk Government Relations, LLC for transportation interagency consultation services for the period May 11, 2016 through September 30, 2017 - Not to exceed \$104,033 - Financing: Current Funds (subject to annual appropriations)

Office of Cultural Affairs

13. Authorize **(1)** an increase to the contract with Nielsen Audio, Inc. for radio audience measurement and research reports, in an amount not to exceed \$8,694, from \$44,872 to \$53,566, and to extend the term of the contract through September 30, 2016; and **(2)** a three-year service contract with Nielsen Audio, Inc., sole source, for radio audience measurement and research reports in an amount not to exceed \$316,337 for the period October 1, 2016 through September 30, 2019 - Total not to exceed \$325,031 - Financing: Municipal Radio Current Funds (subject to annual appropriations)

CONSENT AGENDA (Continued)**Office of Financial Services**

14. Authorize **(1)** preliminary adoption of the FY 2016-17 HUD Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds in an estimated amount of \$24,992,770 for the following programs and estimated amounts: **(a)** Community Development Block Grant in the amount of \$13,258,321; **(b)** HOME Investment Partnerships Program in the amount of \$4,113,859; **(c)** Emergency Solutions Grant in the amount of \$1,211,466; **(d)** Housing Opportunities for Persons with AIDS in the amount of \$6,409,124; and **(e)** estimated Program Income in the amount of \$1,675,000; **(2)** preliminary adoption of the FY 2015-16 Reprogramming Budget in the amount of \$1,064,334; and **(3)** a public hearing to be held on May 25, 2016 to receive comments on the proposed use of funds - Financing: No cost consideration to the City
15. Authorize a public hearing to be held on May 25, 2016 to receive comments on the FY 2016-17 Operating, Capital, and Grant/Trust budgets - Financing: No cost consideration to the City

Park & Recreation

16. Authorize a contract with Hellas Construction, Inc., lowest responsible bidder of two, for tennis court resurfacing at Fair Oaks Tennis Center located at 7501 Merriman Parkway, Fretz Tennis Center located at 6998 Beltline Road, Kiest Tennis Center located at 2324 West Kiest Boulevard, and L.B. Houston Tennis Center located at 11225 Luna Road - Not to exceed \$390,940 - Financing: Current Funds
17. Authorize a contract with Henneberger Construction, Inc., lowest responsible bidder of two, for renovation of historic roque courts at Robert E. Lee Park located at 3400 Turtle Creek Boulevard - Not to exceed \$353,682 - Financing: 2006 Bond Funds (\$322,682) and 2003 Bond Funds (\$31,000)
18. Authorize a public hearing to be held on May 25, 2016, to receive comments on readopting and continuing in effect Chapter 12, "City Youth Program Standards of Care," of the Dallas City Code, to re-establish standards of care for certain city youth programs in compliance with state law - Financing: No cost consideration to the City

Police

19. Authorize payment to the Dallas County Sheriff's Office for reimbursement of program expenses associated with the Dallas County Highway Traffic Program for the period October 1, 2015 through September 30, 2016 - Not to exceed \$600,000 - Financing: Current Funds

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

20. Authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue - Not to exceed \$251,851- Financing: 2012 Bond Funds (\$226,006) and Water Utilities Capital Improvement Funds (\$25,845)
21. Authorize a contract with Gibson & Associates, Inc., lowest responsible bidder of four, for bridge repair and rehabilitation for the Houston Street Viaduct, Phase II Project - Not to exceed \$7,677,780 - Financing: 2012 Bond Funds
22. Authorize a construction services contract with Unified Services of Texas, Inc. for replacement of underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street, and at the I.C. Harris Service Center located at 5620 Parkdale Drive - Not to exceed \$970,171 - Financing: 2006 Bond Funds (\$480,298) and Capital Construction Funds (\$489,873)
23. Authorize an increase in the contract with Camino Construction, L.P. for Street Reconstruction Group 12-634 to increase the quantities of some bid items necessary for the installation of new water main lines - Not to exceed \$84,300, from \$3,176,740 to \$3,261,040 - Financing: Water Utilities Capital Improvement Funds
24. Authorize an increase in the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue - Not to exceed \$172,662, from \$4,709,103 to \$4,881,765 - Financing: 2012 Bond Funds
25. Authorize the disbursement of additional funds to Dallas Area Rapid Transit (DART) for the construction of the Dallas Streetcar Extension Project - Not to exceed \$1,200,000, from \$30,872,531 to \$32,072,531 - Financing: 2006 Bond Funds

Note: Item Nos. 26 and 27
must be considered collectively.

Sidewalk Improvement Group 2014

26. * Authorize Supplemental Agreement No. 1 to the professional services contract with LIM & ASSOCIATES, Inc. for additional engineering and surveying services for Sidewalk Improvement Group 2014 - Not to exceed \$118,033, from \$150,000 to \$268,033 - Financing: 2012 Bond Funds
27. * Authorize **(1)** an Advance Funding Agreement with the Texas Department of Transportation for the construction of sidewalk improvements in the Oak Cliff Gardens area; **(2)** the receipt and deposit of Regional Toll Revenue Funds from the Texas Department of Transportation in an amount not to exceed \$1,000,000; and **(3)** the establishment of appropriations in the amount of \$1,000,000 in the Regional Toll Revenue Fund - Not to exceed \$1,000,000 - Financing: Regional Toll Revenue Funds

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

28. Authorize Supplemental Agreement No. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design for intersection improvements at Greenville Avenue and Ross Avenue - Not to exceed \$54,300, from \$452,220 to \$506,520 - Financing: 2012 Bond Funds
29. Authorize the Second Amendment to the Project Supplemental Agreement with Dallas County for the design and construction of the SoPAC Trail, Phase IV-A and IV-B, a 14-foot wide concrete hike-and-bike-trail from Northwest Highway to just north of Royal Lane - Financing: No cost consideration to the City

Sanitation Services

30. Authorize **(1)** Supplemental Agreement No. 2 to the contract with Hammett Excavation, Inc. for the Cell 6B1, 6D2 and Site Improvements Construction Contract at the McCommas Bluff Landfill to install a permanent leachate interceptor trench system and geomembrane lined drainage downchutes along the west side of the landfill adjacent to the perimeter road as an addition to the construction scope in the amount of \$431,164; and **(2)** an increase in appropriations in the Sanitation Capital Improvement Fund in the amount of \$431,164, from \$14,242,406 to \$14,673,570 - Not to exceed \$431,164 - Financing: Sanitation Capital Improvement Funds

Street Services

31. Authorize **(1)** an Interlocal Agreement with Collin County to install radar vehicle detectors at 27 City of Dallas signalized intersections located within Collin County (list attached); **(2)** the receipt and deposit of funds from Collin County in the amount of \$384,750; and **(3)** an increase in appropriations in the Capital Projects Reimbursement Fund in the amount of \$384,750 - Not to exceed \$384,750 - Financing: Capital Projects Reimbursement Funds
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 2015 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated off system intersection improvements at Frankford Road and Marsh Lane, Cockrell Hill Road and Red Bird Lane, Ferguson Road and Peavy Road, Greenville Avenue and Lovers Lane, Illinois Avenue and Marsalis Avenue, Lake June Road and Prairie Creek Road, and Simpson Stuart Road and Bonnie View Road; **(2)** a required local match in the amount of \$220,236; and **(3)** an amendment to Resolution No. 16-0648, previously approved on April 27, 2016, to identify a required local match for design of the traffic signals in the amount of \$163,700 - Total not to exceed \$2,275,287 - Financing: Texas Department of Transportation Grant Funds (\$1,891,351) and Current Funds (\$220,236)

CONSENT AGENDA (Continued)**Sustainable Development and Construction**

33. A resolution authorizing the conveyance of approximately 23,010 square feet of land for a public mass transit easement across City-owned land to Dallas Area Rapid Transit, located near the intersection of Camp Wisdom Road and Patrol Way - Revenue: \$25,576
34. A resolution **(1)** declaring two properties unwanted and unneeded and authorizing their sale by public auction (list attached); and **(2)** authorizing a Purchase and Sale Agreement to be prepared for each auctioned surplus property receiving the highest qualified bid that is sold absolute - Estimated Revenue: \$310,370
35. An ordinance granting a revocable license to Haskell E-Bar, LLC for the use of a total of approximately 243 square feet of aerial space to occupy, maintain and utilize one sign and one awning over and above portions of Haskell Avenue right-of-way, near its intersection with Munger Avenue - Revenue: \$1,000 annually and \$100 one-time fee, plus the \$20 ordinance publication fee
36. An ordinance granting a private license to South Tollway 3920, L.P. for the use of a total of approximately 3,116 square feet of land to occupy, maintain and utilize six street lights on portions of Maple Avenue right-of-way, near its intersection with Throckmorton Street - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee
37. An ordinance abandoning a portion of a water and sanitary sewer easement to MSL Management, LLC, the abutting owner, containing approximately 4,350 square feet of land, located near the intersection of Dilido and John West Roads - Revenue: \$5,400, plus the \$20 ordinance publication fee
38. An ordinance abandoning two storm sewer easements, four sanitary sewer easements and one water and wastewater easement to Mockingbird Venture Partners, LLC, the abutting owner, containing a total of approximately 26,706 square feet of land, located near the intersection of West Mockingbird Lane and Forest Park Road - Revenue: \$18,695, plus the \$20 ordinance publication fee

Water Utilities

39. Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

CONSENT AGENDA (Continued)

Water Utilities (Continued)

40. Authorize an increase in the contract with Archer Western Construction, LLC for additional work associated with construction modifications to the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 - Not to exceed \$240,575, from \$18,316,000 to \$18,556,575 - Financing: Water Utilities Capital Improvement Funds
41. Authorize an increase in the contract with Oscar Renda Contracting, Inc. for pavement restoration work associated with the installation of water and wastewater mains at five locations (list attached) - Not to exceed \$64,910, from \$13,019,813 to \$13,084,723 - Financing: Water Utilities Capital Construction Funds
42. Authorize Supplemental Agreement No. 1 to the engineering services contract with Gresham, Smith and Partners for additional engineering services for design and construction administration associated with major maintenance and rehabilitation improvements at the Southside Wastewater Treatment Plant - Not to exceed \$1,770,000, from \$1,498,958 to \$3,268,958 - Financing: Water Utilities Capital Improvement Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

City Secretary's Office

43. 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)

ITEMS FOR FURTHER CONSIDERATION

Business Development & Procurement Services

44. Authorize a three-year service contract for graphic design services - El Creative, Inc., most advantageous proposer of ten - Not to exceed \$550,105 - Financing: Current Funds (\$535,880), Stormwater Drainage Management Current Funds (\$9,740) and Aviation Current Funds (\$4,485) (subject to annual appropriations)

Trinity Watershed Management

45. Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

ITEMS FOR FURTHER CONSIDERATION (Continued)

Trinity Watershed Management (Continued)

46. Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds
47. Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)
48. Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)

DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development

49. Authorize a Chapter 380 economic development grant agreement with Costco Wholesale Corporation ("Costco") in an amount not to exceed \$3,000,000 in consideration of Costco's development, construction, and continued operation of a new store on approximately 13.2 acres located at 12550 Coit Road in the City of Dallas, pursuant to the Public/Private Partnership Program - Not to exceed \$3,000,000 - Financing: Public/Private Partnership Funds
50. Authorize a Chapter 380 economic development grant agreement with Saatchi & Saatchi North America, Inc. (doing business as Saatchi and Saatchi LA Team One) in an amount up to \$75,000 to encourage relocation and stimulate business development activity in the City of Dallas in conjunction with the location of its new office at 2021 McKinney Avenue, pursuant to the Public/Private Partnership Program - Not to exceed \$75,000 - Financing: Public/Private Partnership Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

Economic Development (Continued)

51. Authorize **(1)** the Seventh Amendment to the Loan Agreement between the City of Dallas and the Oak Cliff Foundation (OCF) to convert the Section 108 Term Loan Agreement (the "Term Loan") in the original amount of \$400,000 from one with partial repayment and forgiveness terms to a secured, zero percent interest forgivable loan, where all principal and interest will be forgiven under the loan by June 1, 2026 or over a period of 10 years from the date of execution of the Seventh Amendment whichever is later, subject to the OCF meeting certain conditions and requirements of the City; **(2)** the City to subordinate the City 's loans with the OCF to a third party lender in order for the OCF to obtain third party bank financing, subject to the OCF meeting certain conditions and requirements of the City; **(3)** the City Manager to execute a Partial Release of Lien with respect to the 1.2 million Section 108 funded Loan Agreement between the City and the OCF; and **(4)** modifications to the Loan Agreement and the Loan documents to comport with these requirements - Financing: CDBG Program Income Foregone (\$467,888)

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

52. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of and an amendment to Specific Use Permit No. 1814 for a vehicle display, sales, and service use and a commercial motor vehicle parking lot on property zoned Subdistrict 5A within Planned Development District No. 533, the C.F. Hawn Special Purpose District No. 1, with a D-1 Liquor Control Overlay on the northeast line of C.F. Hawn Service Road, west of Southeast Drive
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site/landscape plan and conditions
Z145-291(LHS)
53. A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial/Research District on property zoned an MF-1(A) Multifamily District, generally north of South Belt Line Road and northeast of Foothill Road
Recommendation of Staff and CPC: Approval
Z145-360(LHS)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

Sustainable Development and Construction (Continued)

ZONING CASES - CONSENT (Continued)

54. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Pedestrian skybridge on property zoned an IR Industrial/Research District, on public right-of-way crossing Denton Drive, west of Wyman Street, and crossing Wyman Street, south of Denton Drive
Recommendation of Staff and CPC: Approval for a forty-year period, subject to a site plan and conditions
Z156-167(RB)
55. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea D of Planned Development District No. 758 on the east line of Skillman Street, south of Sedgwick Drive
Recommendation of Staff and CPC: Approval, subject to a revised conceptual plan, conceptual lot layout and conditions
Z156-173(SH)
56. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Hotel or motel on property zoned a CR Community Retail District, on property on the south line of Forest Lane, east of Dennis Road
Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions
Z156-177(JM)
57. A public hearing to receive comments regarding an application for 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 on property on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the east side of North St. Augustine Drive, south of Lake June Road
Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.
Z156-201(OTH)

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

58. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for MU-2 Mixed Use District and mini-warehouse uses and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned an MU-2 Mixed Use District on the south side of Meadow Road, west of Greenville Avenue

Recommendation of Staff: Approval of a Planned Development District, subject to a development plan and conditions; and approval of a Specific Use Permit for a mini-warehouse use for a ten-year period, subject to a site plan and conditions

Recommendation of CPC: Approval of a Planned Development District, subject to a development plan and conditions; and approval of a Specific Use Permit for a mini-warehouse use for a fifteen-year period with eligibility for automatic renewals for additional fifteen-year periods, subject to a site plan and conditions

Z145-183(WE)

59. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for MU-3 Mixed Use District uses on property zoned an MU-3 Mixed Use District, within the northeast quadrant of Churchill Way and Coit Road

Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, elevations, and conditions

Z156-191(ND)

DESIGNATED ZONING CASES - INDIVIDUAL

60. A public hearing to receive comments regarding an application for and an ordinance granting a new subdistrict on property zoned Subdistrict 3 of Planned Development District No. 887, the Valley View-Galleria Area Special Purpose District on the south line of James Temple Drive, east of Noel Road

Recommendation of Staff: Denial

Recommendation of CPC: Approval, subject to a development plan and conditions

Z156-189(SM)

**Traffic Signal Vehicle Detection Replacement
Interlocal Agreement with Collin County, Texas
Agenda Item # 31**

<u>Street</u>	<u>Cross Street</u>	<u>Council District</u>
Dallas Parkway	Frankford Road	12
Dallas Parkway	Trinity Mills Road	12
Dallas Parkway	Haverwood Lane	12
Frankford Road	Preston Road	12
Frankford Road	Hillcrest Road	12
Coit Road	President George Bush Turnpike	12
Briargrove Lane	Dallas Parkway	12
Campbell Road	Frankford Road	12
Genstar Lane/Bentwood Trail	Preston Road	12
Trinity Mills Road	Voss Road/Westgrove Drive	12
Addison Road	Trinity Mills Road	12
Coit Road	McCallum Boulevard	12
Davenport Road	Frankford Road	12
Frankford Road	Osage Plaza Parkway	12
Frankford Road	Preston Ridge Trail	12
Frankford Road	Stonehollow Way	12
Hillcrest Road	McCallum Boulevard	12
Lloyd Circle	Preston Road	12
Briargrove Lane	Midway Road	12
Coral Ridge Drive	Frankford Road	12
Frankford Road	Meandering Way	12
Horizon North Parkway	Midway Road	12
Midway Road	Frankford Road	12
Midway Road	President George Bush Turnpike	12
Midway Road	Rosemeade Parkway	12
Midway Road	Timberglen Road	12
Mapleshade Lane	Preston Road	12

May 11, 2016

14

Property List
Agenda Item # 34

<u>City-Owned Property</u>	<u>Mapsco</u>	<u>Council District</u>	<u>Sq. Ft. or Acreage</u>	<u>Zoning</u>	<u>DCAD Assessed Value</u>
Improved Properties (Includes Structure)					
1. 3624 Simpson Stuart Road (old Highland Hills Library) Block A/6870 Lot 3 Dallas, Dallas County, TX	66Q	8	0.76	MF-2(A)	\$281,450.00
Unimproved Land					
2. 626 Turner Ave between N Polk St and Turner Ave	54B	1	0.11	CD-1	\$ 28,920.00
Total					\$310,370.00

Pavement Restoration
Agenda Item # 41

District 10

Arbor Park Drive from Whitehurst Drive to Royal Lane
Branch Hollow Drive from Spring Hollow Drive southeast
Flint Falls Drive from Whitehurst Drive to Rocky Branch Drive
Rocky Branch Drive from Vista Oaks Drive to Flint Falls Drive
Spring Hollow Drive from Whitehurst Drive to Branch Hollow Drive

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 May 11, 2016

ITEM	OK	IND	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1				All	V	NA	NA	NA	NA	Approval of Minutes of the April 27, 2016 City Council Meeting
2				All	C	PBD, ATT	\$100,000.00	100.00%	0.00%	Authorize a three-year professional services contract, with two one-year renewal options, for independent medical review services - ExamWorks, Inc., most qualified respondent of three - Not to exceed \$100,000 - Financing: Current Funds (subject to annual appropriations)
3				All	C	PBD, EBS	REV \$2,222,980	NA	NA	Authorize a five-year service contract for beverage services - The American Bottling Company dba Dr Pepper Snapple Group, most advantageous proposer of three - Estimated Revenue: \$2,222,980
4				All	C	PBD, POL	\$125,169.55	0.00%	0.00%	Authorize a three-year master agreement for law enforcement badges - V.H. Blackinton, Inc., most advantageous proposer of four - Not to exceed \$125,170 - Financing: Current Funds
5				All	C	PBD, AVI, STS, WTR	\$2,172,185.02	NA	NA	Authorize the purchase of (1) eleven pieces of fleet vehicles and equipment - Briggs Equipment in the amount of \$157,610, Darr Equipment in the amount of \$92,726, Southwest International Trucks, Inc. in the amount of \$156,547, Kirby-Smith Machinery in the amount of \$649,693, RDO Equipment in the amount of \$88,875, Austin Truck and Equipment, LTD dba Freightliner of Austin in the amount of \$347,425, Central Texas Heavy Equipment Co., Inc. in the amount of \$167,000 through The Texas Association of School Boards (Buyboard); (2) four pieces of fleet vehicles - Sam Pack's Five Star Ford in the amount of \$76,080 through Texas Smartbuy; (3) two pieces of fleet equipment - Rush Truck Centers of Texas, LP in the amount of \$384,030 through the Houston Galveston Area Council of Governments; and (4) two fleet vehicles - Freedom Dodge dba Duncanville Automotive in the amount of \$52,200 through the Tarrant County Interlocal - Total not to exceed \$2,172,186 - Financing: Street and Alley Improvement Funds (\$649,693), Water Utilities Current Funds (\$1,469,624) and Aviation Current Funds (\$52,869)
6				N/A	C	CON, WTR	NC	NA	NA	Authorize the preparation of plans for an issuance of Waterworks and Sewer System Revenue Refunding Bonds, Series 2016A and Taxable Series 2016B in an amount not to exceed \$640,000,000 - Financing: This action has no cost consideration to the City
7				All	C	CCS	NC	NA	NA	An ordinance amending Chapter 17 of the Dallas City Code (1) adopting new food establishment rules promulgated by the Texas Department of State Health Services; (2) providing additional requirements for certain equipment; (3) providing additional requirements for mobile food establishments; (4) providing additional requirements for variances for dog friendly patios; (5) providing certain Heimlich Maneuver poster display requirements; and (6) making conforming changes; and providing a penalty not to exceed \$2,000 - Financing: No cost consideration to the City
8				All	C	CDS	NC	NA	NA	Authorize an Interlocal Agreement to establish concurrent jurisdiction of the municipal courts of the City of Rowlett and the City of Dallas for cases punishable by fine only on the bridges and causeways for the areas adjacent to Lake Ray Hubbard as authorized by 4.14(f) and 4.14(g) of the Texas Code of Criminal Procedure and sections 29.003(h) and 29.003(i) of the Texas Government Code - Financing: No cost consideration to the City
9				All	C	ECO	NC	NA	NA	A resolution authorizing a Property Assessed Clean Energy ("PACE") Program for financing water conservation and energy-efficient improvements to commercial, industrial and multi-family properties within the city; and approval of the terms of the program as defined in the Dallas PACE Report 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
10				All	C	ECO	NC	NA	NA	Authorize a one-year service contract, with four one-year renewal options, to administer the City of Dallas Property Assessed Clean Energy (PACE) program - Texas Property Assessed Clean Energy Authority dba Texas PACE Authority, most advantageous proposer of four - Financing: No cost consideration to the City
11				6	C	ECO	NC	NA	NA	Authorize (1) a public hearing to be held on June 15, 2016, in accordance with Chapter 372 of the Texas Local Government Code to consider the advisability of renewing the Oak Lawn-Hi Line Public Improvement District (District), for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District to receive comments, and, at the close of the public hearing; (2) a resolution approving renewal of the District for seven years and approval of the District's Service Plan for calendar years 2017-2023 - Financing: No cost consideration to the City
12				All	C	IGS, OFS, PNV	\$104,032.20	NA	NA	Authorize a professional services contract with Brunk Government Relations, LLC for transportation interagency consultation services for the period May 11, 2016 through September 30, 2017 - Not to exceed \$104,033 - Financing: Current Funds (subject to annual appropriations)

AGENDA DATE May 11, 2016

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
13			N/A	C	OCA	\$325,031.00	NA	NA	Authorize (1) an increase to the contract with Nielsen Audio, Inc. for radio audience measurement and research reports, in an amount not to exceed \$8,694, from \$44,872 to \$53,566, and to extend the term of the contract through September 30, 2016; and (2) a three-year service contract with Nielsen Audio, Inc., sole source, for radio audience measurement and research reports in an amount not to exceed \$316,337 for the period October 1, 2016 through September 30, 2019 - Total not to exceed \$325,031 - Financing: Municipal Radio Current Funds (subject to annual appropriations)
14			N/A	C	OFS	NC	NA	NA	Authorize (1) preliminary adoption of the FY 2016-17 HUD Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds in an estimated amount of \$24,992,770 for the following programs and estimated amounts: (a) Community Development Block Grant in the amount of \$13,258,321; (b) HOME Investment Partnerships Program in the amount of \$4,113,859; (c) Emergency Solutions Grant in the amount of \$1,211,466; (d) Housing Opportunities for Persons with AIDS in the amount of \$6,409,124; and (e) estimated Program Income in the amount of \$1,675,000; (2) preliminary adoption of the FY 2015-16 Reprogramming Budget in the amount of \$1,064,334; and (3) a public hearing to be held on May 25, 2016 to receive comments on the proposed use of funds - Financing: No cost consideration to the City
15			N/A	C	OFS	NC	NA	NA	Authorize a public hearing to be held on May 25, 2016 to receive comments on the FY 2016-17 Operating, Capital, and Grant/Trust budgets - Financing: No cost consideration to the City
16			4, 6, 10, 11	C	PKR	\$390,940.00	0.00%	73.85%	Authorize a contract with Hellas Construction, Inc., lowest responsible bidder of two, for tennis court resurfacing at Fair Oaks Tennis Center located at 7501 Merriman Parkway, Fretz Tennis Center located at 6998 Beltline Road, Kiest Tennis Center located at 2324 West Kiest Boulevard, and L.B. Houston Tennis Center located at 11225 Luna Road - Not to exceed \$390,940 - Financing: Current Funds
17			14	C	PKR	\$353,681.93	100.00%	33.79%	Authorize a contract with Henneberger Construction, Inc., lowest responsible bidder of two, for renovation of historic roque courts at Robert E. Lee Park located at 3400 Turtle Creek Boulevard - Not to exceed \$353,682 - Financing: 2006 Bond Funds (\$322,682) and 2003 Bond Funds (\$31,000)
18			All	C	PKR	NC	NA	NA	Authorize a public hearing to be held on May 25, 2016, to receive comments on readopting and continuing in effect Chapter 12, "City Youth Program Standards of Care," of the Dallas City Code, to re-establish standards of care for certain city youth programs in compliance with state law - Financing: No cost consideration to the City
19			1, 2, 3, 4, 5, 6, 7, 8, 14	C	POL	\$600,000.00	NA	NA	Authorize payment to the Dallas County Sheriff's Office for reimbursement of program expenses associated with the Dallas County Highway Traffic Program for the period October 1, 2015 through September 30, 2016 - Not to exceed \$600,000 - Financing: Current Funds
20			2, 14	C	PBW, WTR	\$251,851.00	100.00%	26.29%	Authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue - Not to exceed \$251,851 - Financing: 2012 Bond Funds (\$226,006) and Water Utilities Capital Improvement Funds (\$25,845)
21			1, 2	C	PBW	\$7,677,780.00	74.99%	25.01%	Authorize a contract with Gibson & Associates, Inc., lowest responsible bidder of four, for bridge repair and rehabilitation for the Houston Street Viaduct, Phase II Project - Not to exceed \$7,677,780 - Financing: 2012 Bond Funds
22			2, 7	C	PBW, OEQ	\$970,170.97	0.00%	69.13%	Authorize a construction services contract with Unified Services of Texas, Inc. for replacement of underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street, and at the I.C. Harris Service Center located at 5620 Parkdale Drive - Not to exceed \$970,171 - Financing: 2006 Bond Funds (\$480,298) and Capital Construction Funds (\$489,873)
23			11	C	PBW, WTR	\$84,300.00	72.72%	65.04%	Authorize an increase in the contract with Camino Construction, L.P. for Street Reconstruction Group 12-634 to increase the quantities of some bid items necessary for the installation of new water main lines - Not to exceed \$84,300, from \$3,176,740 to \$3,261,040 - Financing: Water Utilities Capital Improvement Funds
24			14	C	PBW	\$172,661.50	9.09%	48.00%	Authorize an increase in the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue - Not to exceed \$172,662, from \$4,709,103 to \$4,881,765 - Financing: 2012 Bond Funds
25			1	C	PBW	\$1,200,000.00	NA	NA	Authorize the disbursement of additional funds to Dallas Area Rapid Transit (DART) for the construction of the Dallas Streetcar Extension Project - Not to exceed \$1,200,000, from \$30,872,531 to \$32,072,531 - Financing: 2006 Bond Funds

AGENDA DATE May 11, 2016

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
26			4	C	PBW	\$118,033.00	100.00%	98.04%	Sidewalk Improvement Group 2014: Authorize Supplemental Agreement No. 1 to the professional services contract with LIM & ASSOCIATES, Inc. for additional engineering and surveying services for Sidewalk Improvement Group 2014 - Not to exceed \$118,033, from \$150,000 to \$268,033 - Financing: 2012 Bond Funds
27			4	C	PBW	GT	NA	NA	Sidewalk Improvement Group 2014: Authorize (1) an Advance Funding Agreement with the Texas Department of Transportation for the construction of sidewalk improvements in the Oak Cliff Gardens area; (2) the receipt and deposit of Regional Toll Revenue Funds from the Texas Department of Transportation in an amount not to exceed \$1,000,000; and (3) the establishment of appropriations in the amount of \$1,000,000 in the Regional Toll Revenue Fund - Not to exceed \$1,000,000 - Financing: Regional Toll Revenue Funds
28			14	C	PBW	\$54,300.00	100.00%	91.27%	Authorize Supplemental Agreement No. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design for intersection improvements at Greenville Avenue and Ross Avenue - Not to exceed \$54,300, from \$452,220 to \$506,520 - Financing: 2012 Bond Funds
29			9, 13	C	PBW	NC	NA	NA	Authorize the Second Amendment to the Project Supplemental Agreement with Dallas County for the design and construction of the SoPAC Trail, Phase IV-A and IV-B, a 14-foot wide concrete hike-and-bike-trail from Northwest Highway to just north of Royal Lane - Financing: No cost consideration to the City
30			8	C	SAN	\$431,164.00	0.00%	25.82%	Authorize (1) Supplemental Agreement No. 2 to the contract with Hammett Excavation, Inc. for the Cell 6B1, 6D2 and Site Improvements Construction Contract at the McCommas Bluff Landfill to install a permanent leachate interceptor trench system and geomembrane lined drainage downchutes along the west side of the landfill adjacent to the perimeter road as an addition to the construction scope in the amount of \$431,164; and (2) an increase in appropriations in the Sanitation Capital Improvement Fund in the amount of \$431,164, from \$14,242,406 to \$14,673,570 - Not to exceed \$431,164 - Financing: Sanitation Capital Improvement Funds
31			12	C	STS	GT	NA	NA	Authorize (1) an Interlocal Agreement with Collin County to install radar vehicle detectors at 27 City of Dallas signalized intersections located within Collin County; (2) the receipt and deposit of funds from Collin County in the amount of \$384,750; and (3) an increase in appropriations in the Capital Projects Reimbursement Fund in the amount of \$384,750 - Not to exceed \$384,750 - Financing: Capital Projects Reimbursement Funds
32			3, 4, 5, 7, 8, 9, 12, 14	C	STS	\$220,235.94	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 2015 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated off system intersection improvements at Frankford Road and Marsh Lane, Cockrell Hill Road and Red Bird Lane, Ferguson Road and Peavy Road, Greenville Avenue and Lovers Lane, Illinois Avenue and Marsalis Avenue, Lake June Road and Prairie Creek Road, and Simpson Stuart Road and Bonnie View Road; (2) a required local match in the amount of \$220,236; and (3) an amendment to Resolution No. 16-0648, previously approved on April 27, 2016, to identify a required local match for design of the traffic signals in the amount of \$163,700 - Total not to exceed \$2,275,287 - Financing: Texas Department of Transportation Grant Funds (\$1,891,351) and Current Funds (\$220,236)
33			8	C	DEV	REV \$25,576	NA	NA	A resolution authorizing the conveyance of approximately 23,010 square feet of land for a public mass transit easement across City-owned land to Dallas Area Rapid Transit, located near the intersection of Camp Wisdom Road and Patrol Way - Revenue: \$25,576
34			1, 8	C	DEV	REV \$310,370	NA	NA	A resolution (1) declaring two properties unwanted and unneeded and authorizing their sale by public auction; and (2) authorizing a Purchase and Sale Agreement to be prepared for each auctioned surplus property receiving the highest qualified bid that is sold absolute - Estimated Revenue: \$310,370
35			14	C	DEV	REV \$1,100	NA	NA	An ordinance granting a revocable license to Haskell E-Bar, LLC for the use of a total of approximately 243 square feet of aerial space to occupy, maintain and utilize one sign and one awning over and above portions of Haskell Avenue right-of-way, near its intersection with Munger Avenue - Revenue: \$1,000 annually and \$100 one-time fee, plus the \$20 ordinance publication fee
36			2	C	DEV	REV \$600	NA	NA	An ordinance granting a private license to South Tollway 3920, L.P. for the use of a total of approximately 3,116 square feet of land to occupy, maintain and utilize six street lights on portions of Maple Avenue right-of-way, near its intersection with Throckmorton Street - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee

AGENDA DATE May 11, 2016

ITEM	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
37			7	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of a water and sanitary sewer easement to MSL Management, LLC, the abutting owner, containing approximately 4,350 square feet of land, located near the intersection of Dilido and John West Roads - Revenue: \$5,400, plus the \$20 ordinance publication fee
38			2	C	DEV	REV \$18,695	NA	NA	An ordinance abandoning two storm sewer easements, four sanitary sewer easements and one water and wastewater easement to Mockingbird Venture Partners, LLC, the abutting owner, containing a total of approximately 26,706 square feet of land, located near the intersection of West Mockingbird Lane and Forest Park Road - Revenue: \$18,695, plus the \$20 ordinance publication fee
39			All	C	WTR	\$2,735,155.50	89.14%	50.53%	Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds
40			4	C	WTR	\$240,574.22	63.03%	25.66%	Authorize an increase in the contract with Archer Western Construction, LLC for additional work associated with construction modifications to the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 - Not to exceed \$240,575, from \$18,316,000 to \$18,556,575 - Financing: Water Utilities Capital Improvement Funds
41			10	C	WTR	\$64,910.00	5.67%	25.12%	Authorize an increase in the contract with Oscar Renda Contracting, Inc. for pavement restoration work associated with the installation of water and wastewater mains at five locations - Not to exceed \$64,910, from \$13,019,813 to \$13,084,723 - Financing: Water Utilities Capital Construction Funds
42			8	C	WTR	\$1,770,000.00	100.00%	27.70%	Authorize Supplemental Agreement No. 1 to the engineering services contract with Gresham, Smith and Partners for additional engineering services for design and construction administration associated with major maintenance and rehabilitation improvements at the Southside Wastewater Treatment Plant - Not to exceed \$1,770,000, from \$1,498,958 to \$3,268,958 - Financing: Water Utilities Capital Improvement Funds
43			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)
44			All	I	PBD, OPI, AVI, CCS, CDS, FIR, PKR, POL, STS, TWM	\$550,105.00	90.00%	100.00%	Authorize a three-year service contract for graphic design services - El Creative, Inc., most advantageous proposer of ten - Not to exceed \$550,105 - Financing: Current Funds (\$535,880), Stormwater Drainage Management Current Funds (\$9,740) and Aviation Current Funds (\$4,485) (subject to annual appropriations)
45			2, 7, 14	I	TWM	\$2,764,000.00	97.22%	98.00%	Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds
46			2, 7, 14	I	TWM	\$17,350,000.00	100.00%	26.97%	Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds
47			2, 7, 14	I	TWM, WTR	\$209,894,515.00	19.93%	32.63%	Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)
48			2, 7, 14	I	TWM, WTR	\$6,126,500.00	77.52%	26.63%	Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)

AGENDA DATE May 11, 2016

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
49			11	I	ECO	\$3,000,000.00	NA	NA	Authorize a Chapter 380 economic development grant agreement with Costco Wholesale Corporation ("Costco") in an amount not to exceed \$3,000,000 in consideration of Costco's development, construction, and continued operation of a new store on approximately 13.2 acres located at 12550 Coit Road in the City of Dallas, pursuant to the Public/Private Partnership Program - Not to exceed \$3,000,000 - Financing: Public/Private Partnership Funds
50			14	I	ECO	\$75,000.00	NA	NA	Authorize a Chapter 380 economic development grant agreement with Saatchi & Saatchi North America, Inc. (doing business as Saatchi and Saatchi LA Team One) in an amount up to \$75,000 to encourage relocation and stimulate business development activity in the City of Dallas in conjunction with the location of its new office at 2021 McKinney Avenue, pursuant to the Public/Private Partnership Program - Not to exceed \$75,000 - Financing: Public/Private Partnership Funds
51			All	I	ECO	GT	NA	NA	Authorize (1) the Seventh Amendment to the Loan Agreement between the City of Dallas and the Oak Cliff Foundation (OCF) to convert the Section 108 Term Loan Agreement (the "Term Loan") in the original amount of \$400,000 from one with partial repayment and forgiveness terms to a secured, zero percent interest forgivable loan, where all principal and interest will be forgiven under the loan by June 1, 2026 or over a period of 10 years from the date of execution of the Seventh Amendment whichever is later, subject to the OCF meeting certain conditions and requirements of the City; (2) the City to subordinate the City 's loans with the OCF to a third party lender in order for the OCF to obtain third party bank financing, subject to the OCF meeting certain conditions and requirements of the City; (3) the City Manager to execute a Partial Release of Lien with respect to the 1.2 million Section 108 funded Loan Agreement between the City and the OCF; and (4) modifications to the Loan Agreement and the Loan documents to comport with these requirements - Financing: CDBG Program Income Foregone (\$467,888)
52			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of and an amendment to Specific Use Permit No. 1814 for a vehicle display, sales, and service use and a commercial motor vehicle parking lot on property zoned Subdistrict 5A within Planned Development District No. 533, the C.F. Hawn Special Purpose District No. 1, with a D-1 Liquor Control Overlay on the northeast line of C.F. Hawn Service Road, west of Southeast Drive
53			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial/Research District on property zoned an MF-1(A) Multifamily District, generally north of South Belt Line Road and northeast of Foothill Road
54			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Pedestrian skybridge on property zoned an IR Industrial/Research District, on public right-of-way crossing Denton Drive, west of Wyman Street, and crossing Wyman Street, south of Denton Drive
55			10	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea D of Planned Development District No. 758 on the east line of Skillman Street, south of Sedgwick Drive
56			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Hotel or motel on property zoned a CR Community Retail District, on property on the south line of Forest Lane, east of Dennis Road
57			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for 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 on property on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the east side of North St. Augustine Drive, south of Lake June Road
58			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for MU-2 Mixed Use District and mini-warehouse uses and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned an MU-2 Mixed Use District on the south side of Meadow Road, west of Greenville Avenue
59			11	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for MU-3 Mixed Use District uses on property zoned an MU-3 Mixed Use District, within the northeast quadrant of Churchill Way and Coit Road

AGENDA DATE May 11, 2016

ITEM		IND							DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
60			11	PH	DEV	NC	NA	NA	
A public hearing to receive comments regarding an application for and an ordinance granting a new subdistrict on property zoned Subdistrict 3 of Planned Development District No. 887, the Valley View-Galleria Area Special Purpose District on the south line of James Temple Drive, east of Noel Road									

TOTAL \$259,922,295.83

AGENDA ITEM # 2

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
City Attorney's Office

CMO: Jeanne Chipperfield, 670-7804
Christopher D. Bowers, 670-3491

MAPSCO: N/A

SUBJECT

Authorize a three-year professional services contract, with two one-year renewal options, for independent medical review services - ExamWorks, Inc., most qualified respondent of three - Not to exceed \$100,000 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This professional services contract will provide independent medical review services to assist in evaluating medical and health related claims. Litigators in the City Attorney's Office who manage injury claims against the City require independent medical examination, peer review and bill review services for these claims. These include a wide range of claims against the City including:

- Bodily injury
- Workers compensation
- Disability
- Federal insurance programs

This contract will allow for the review of documents for the City Attorney's Office in matters pertaining to the evaluation of medical and health related claims for accuracy and legitimacy. This contract will also provide expert reports and affidavits, as needed, for trial, pre-trial and mediation proceedings. This service will also be available to claims adjusters in the Office of Risk Management for review of complicated claims, upon approval from the City Attorney's Office.

BACKGROUND (Continued)

A five member committee from the following departments reviewed and evaluated the responses:

- City Attorney's Office (2)
- Office of Risk Management (2)
- Business Development and Procurement Services (1)*

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

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

- Experience 50 Points
- Firm's location and availability 20 Points
- Overall approach 15 Points
- Business Inclusion & Development Plan 15 Points

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 972 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.

The recommended vendor meets the wage floor rate of \$10.37 approved by City Council on November 10, 2015, by Resolution No. 15-2141.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 10, 2011, City Council authorized a professional services contract to provide the City of Dallas with independent review services to assist in evaluating medical and health related claims for accuracy and legitimacy by Resolution No. 11-2718.

On January 9, 2013, City Council authorized Supplemental Agreement No. 1 to the professional services contract to continue to provide independent review services to assist in evaluating medical and health related claims for accuracy and legitimacy by Resolution No. 13-0108.

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

On June 25, 2014, City Council authorized Supplemental Agreement No. 1 to the professional services contract for independent medical review assistance in evaluating medical and health related claims for accuracy and legitimacy by Resolution No. 14-0990.

Information about this item will be provided to the Budget, Finance and Audit Committee on May 2, 2016.

FISCAL INFORMATION

\$100,000.00 - Current Funds (subject to annual appropriations)

M/WBE INFORMATION

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

972 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

ExamWorks, Inc.

White Male	9	White Female	16
Black Male	0	Black Female	2
Hispanic Male	3	Hispanic Female	24
Other Male	0	Other Female	1

RESPONDENT INFORMATION

The following responses were received for solicitation number BKZ1534 and were opened on October 29, 2015. This professional services contract is being awarded in its entirety to the most qualified respondent.

*Denotes successful respondent

<u>Respondents</u>	<u>Address</u>	<u>Score</u>
*ExamWorks, Inc.	12001 N. Central Expwy. Suite 800 Dallas, TX 75243	81%
ECI Holdings, LLC	6111 Broken Sound Pkwy. NW Suite 207 Boca Raton, FL 33487	73%
Claims Eval, Inc.	6905 Mystery Creek Ln. Granite Bay, CA 95746	63%

OWNER

ExamWorks, Inc.

Wesley Campbell, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year professional services contract, with two one-year renewal options, for independent medical review services - ExamWorks, Inc., most qualified respondent of three - Not to exceed \$100,000 - Financing: Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$100,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$100,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$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%

May 11, 2016

WHEREAS, on October 10, 2011, City Council authorized a professional services contract to provide the City of Dallas with independent review services to assist in evaluating medical and health related claims for accuracy and legitimacy by Resolution No. 11-2718; and,

WHEREAS, on January 9, 2013, City Council authorized Supplemental Agreement No. 1 to the professional services contract to continue to provide independent review services to assist in evaluating medical and health related claims for accuracy and legitimacy in an amount not to exceed \$50,000.00, increasing the contract amount from \$50,000.00 to \$100,000.00, by Resolution No. 13-0108; and,

WHEREAS, on July 22, 2013, Administrative Action No. 13-5961 authorized a professional services contract for independent medical review services in the amount of \$50,000.00; and,

WHEREAS, on June 25, 2014, City Council authorized Supplemental Agreement No. 1 to the professional services contract for independent medical review assistance in evaluating medical and health related claims for accuracy and legitimacy in an amount not to exceed \$100,000.00, increasing the contract amount from \$50,000.00 to \$150,000.00, by Resolution No. 14-0990;

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 professional services contract with ExamWorks, Inc. (VC15566) for independent medical review services for a term of three years, with two one-year renewal options, in an amount not to exceed \$100,000.00 upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for the performance of specified tasks, payment to ExamWorks, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by ExamWorks, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$100,000.00 (subject to annual appropriations) from Service Contract number BKZ1534.

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

AGENDA ITEM # 3

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Equipment & Building Services

CMO: Jeanne Chipperfield, 670-7804
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize a five-year service contract for beverage services - The American Bottling Company dba Dr Pepper Snapple Group, most advantageous proposer of three - Estimated Revenue: \$2,222,980

BACKGROUND

This five year service contract will provide for beverage vending, pouring rights and supply. In an effort to explore new revenue options for the City in early 2004, the City solicited proposals from the vending community for exclusive rights for beverage services at City facilities. Prior to the contract, City facilities negotiated with service providers individually reducing the opportunity to leverage the exclusivity of a specific brand.

The initial procurement process resulted in a five-year contract awarded in September 2004 and subsequently the second five-year contract in September 2009 with Dr. Pepper being successful on both solicitations.

The current recommended contract provides exclusive beverage machine and pouring rights at over 275 City locations. The scope of work described in the proposal included the previous five-year sales history (approximately 97,000 cases) and made no guarantee of anticipated sales volume during the five-year term of the contract.

The City made a significant change to the requirements of the current solicitation adding language requiring a variety of healthy beverage options provided by the vendor which may include individually bottled water, tea-based products, electrolyte drinks, carbonated beverages and other related products and equipment.

BACKGROUND (Continued)

The City requested a plan to compensate the City in each of the following categories:

- Payment of a Marketing Rights Fee: City defines a Marketing Rights Fee as a set payment for granting the Vendor the right to sell its products on City owned and occupied premises
- Sales Commission: Sales Commission should be structured with a minimum “floor” payment to the City of \$150,000 per year
- Case and Powdered Beverage Sales - Vendor shall provide a complete list of new products, flavors, and sizes to be sold through case sales as well as the percentage off the catalog list price.

The awarded vendor has guaranteed a marketing rights fee of \$168,000.00 for each year of the five year contract. In addition, the awarded vendor has guaranteed a commission rate of up to 50% for various categories of beverages.

The specific mix of products offered in each vending machine shall meet the following standards.

<u>Beverage Category</u>	<u>Product Mix</u>
Diet Soda	Up to 20%
Full-flavored Soda	Up to 10%
Plain or Carbonated Water (0 calorie, 0 grams of carbohydrates, 0 grams of sugar)	25% or more
100% Fruit or Vegetable Juice (no added sweeteners, <250mg Sodium)	Up to 15%
Non-carbonated, Low (<40) Calorie Drinks (can include tea, sports / energy drinks, and non-dairy, fortified options)	Up to 20%

As with all proposals, the City convened an evaluation committee to review the proposals and provide independent evaluations of the solutions.

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

- Convention and Event Services (1)
- Office of Cultural Affairs (1)
- Park and Recreation (1)
- Equipment and Building Services (1)
- Library (1)
- Business Development & Procurement Services (1)*

*Business Development & Procurement Services only evaluated the financial commitment.

BACKGROUND (Continued)

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

- | | |
|------------------------|-----|
| ● Financial commitment | 60% |
| ● Operational plan | 15% |
| ● Proposed products | 15% |
| ● Marketing plan | 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 377 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.

The recommended vendor meets the wage floor rate of \$10.37 approved by City Council on November 10, 2015, by Resolution No. 15-2141.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 9, 2009, City Council authorized a five year service contract for beverage services by Resolution No. 09-2244.

On November 2, 2015, the Budget, Finance and Audit Committee was briefed and did not recommend approval of the contract (5-1).

On November 10, 2015, City Council denied a five year service contract for beverage services by Resolution No. 15-2139.

On November 10, 2015, City Council authorized the rejection of proposals received for beverage services and the re-advertisement of a new solicitation by Resolution No. 15-2140.

On December 7, 2015, the Budget, Finance and Audit Committee was briefed and approved the evaluation criteria and revised healthier options language for this solicitation.

On May 2, 2016, this item will be briefed to the Budget, Finance and Audit Committee.

FISCAL INFORMATION

\$2,222,980.00 - Estimated Revenue

M/WBE INFORMATION

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

377 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

The American Bottling Company dba Dr Pepper Snapple Group

White Male	294	White Female	27
Black Male	336	Black Female	45
Hispanic Male	315	Hispanic Female	45
Other Male	16	Other Female	9

PROPOSAL INFORMATION

The following proposals were received from solicitation number BKZ1612 and read on February 12, 2016. This service contract is being awarded in its entirety to the most advantageous proposer to the City.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*The American Bottling Company dba Dr Pepper Snapple Group	5301 Legacy Dr. Plano, TX 75024	89.68%	\$2,222,980.00
Coca-Cola Refreshments USA, Inc.	8161 Moberly Ln. Dallas, TX 75227	76.41%	\$1,718,279.00

PROPOSAL INFORMATION (Continued)

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
Pepsi Beverages Company	4532 Interstate 30 Mesquite, TX 75150	58.91%	\$1,064,600.00

OWNER

The American Bottling Company dba Dr Pepper Snapple Group

Larry D. Young, President
Jim Baldwin, Vice President

May 11, 2016

WHEREAS, on September 9, 2009, City Council authorized a five year service contract for beverage services by Resolution No. 09-2244; and,

WHEREAS, on September 25, 2014, Administrative Action No. 14-6741 authorized supplemental agreement no. 1 to extend the service contract for six months from October 1, 2014 to March 31, 2015; and,

WHEREAS, on February 25, 2015, Administrative Action No. 15-5507 authorized supplemental agreement no. 2 to extend the service contract for six months from April 1, 2015 to September 30, 2015; and,

WHEREAS, on September 25, 2015, Administrative Action No. 15-6923 authorized supplemental agreement no. 3 to extend the service contract for sixty days from September 30, 2015 to November 29, 2015; and,

WHEREAS, on November 10, 2015, City Council denied a five year service contract for beverage services by Resolution No. 15-2139; and,

WHEREAS, on November 10, 2015, City Council authorized the rejection of proposals received for beverage services and the re-advertisement of a new solicitation by Resolution No. 15-2140; and,

WHEREAS, on December 4, 2015, Administrative Action No. 15-7278 authorized supplemental agreement no. 4 to extend the service contract for six months from December 1, 2015 to May 31, 2016 and for the concessionaire to provide a pro-rated marketing rights fee in the amount of \$220,000;

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 The American Bottling Company dba Dr Pepper Snapple Group (VC13420) for beverage services for a term of five years for an estimated revenue amount of \$2,222,980.00, upon approval as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all revenues received from The American Bottling Company dba Dr Pepper Snapple Group as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Amount</u>
0001	BMS	1991	8218	\$2,222,980.00

May 11, 2016

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 # 4

KEY FOCUS AREA: Public Safety

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Police

CMO: Jeanne Chipperfield, 670-7804
Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for law enforcement badges – V.H. Blackinton, Inc., most advantageous proposer of four - Not to exceed \$125,170 - Financing: Current Funds

BACKGROUND

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

This master agreement will provide law enforcement badges. These badges are issued as part of employee's standard uniform and denote the employee's rank and unit affiliation. The City has approximately 3,500 sworn officers, deputy marshals and parking enforcement officers. A uniform badge and cap badge are issued per officer. Badges are replaced on an as needed basis due to wear, rank status or damages. Returned badges are not re-issued but are recycled.

The badge and design is governed by a State of Texas certified service mark and United States Patent and Trademark. The badge may not be manufactured and/or sold to any individual or organization without authorization from Police.

Upon retirement at 20 years of service, disability or eligibility to draw a pension, officers will be given their issued breast badge, cap badge and last numbered wallet badge. Upon leaving the department before retirement, an officer may purchase the breast badge for the last rank held, provided that the officer had a minimum of 10 years sworn service with the department. Badges are awarded to family members if an officer is killed in the line of duty.

BACKGROUND (Continued)

A six member evaluation committee was selected from the following departments:

- Business Development & Procurement Services (2)*
- Police (2)
- Code Compliance (1)
- Court & Detention Services (1)

*Business Development & 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 30%
- Capability and expertise of the proposer 25%
- Overall approach 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 630 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses 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. The contractor has indicated they are a minority owned firm and RLT has submitted the M/WBE's contractor's application for the certification process. The planned M/WBE participation for this contract will be 100%.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 12, 2012, City Council authorized a three-year master agreement for law enforcement badges by Resolution No. 12-2235.

On April 25, 2016, the Public Safety Committee was briefed via memorandum.

FISCAL INFORMATION

\$125,169.55 - Current Funds

M/WBE INFORMATION

79 - Vendors contacted
78 - No response
1 - Response (Bid)
0 - Response (No Bid)
0 - Successful

630 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

V.H. Blackinton, Inc.

White Male	66	White Female	68
Black Male	1	Black Female	0
Hispanic Male	17	Hispanic Female	10
Other Male	2	Other Female	10

PROPOSAL INFORMATION

The following proposals were received from solicitation number BAZ1606 and were opened on January 8, 2016. This master agreement is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*V.H. Blackinton, Inc.	221 John Dietsch Blvd. Attleboro Falls, MA 02763	86.50%	\$125,169.55
Metis, Inc.	1822 Coventry Ln. Oklahoma City, OK 73120	76.23%	\$153,969.50
Entenmann-Rovin Co.	2425 Garfield Ave. Los Angeles, CA 90040	64.36%	\$176,830.00

PROPOSAL INFORMATION (Continued)

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
Core Change Management Consulting, Inc.	3333 Lee Parkway Suite 600 Dallas, TX 75219	Non-Responsive**	

**Core Change Management Consulting, Inc. was deemed non-responsive due to not meeting specifications.

OWNER

V.H. Blackinton, Inc.

Peter Roque, President
David T. Long, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for law enforcement badges – V.H. Blackinton, Inc., most advantageous proposer of four - Not to exceed \$125,170 - Financing: Current Funds

V.H. Blackinton, 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

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$125,169.55	100.00%
TOTAL CONTRACT	\$125,169.55	100.00%

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 & 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>

May 11, 2016

WHEREAS, on September 12, 2012, City Council authorized a three-year master agreement for law enforcement badges by Resolution No. 12-2235;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of law enforcement badges is authorized with V.H. Blackinton, Inc. (VS0000053987) for a term of three years in an amount not to exceed \$125,169.55.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for law enforcement badges. If a written contract is required or requested for any or all purchases of law enforcement badges 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 \$125,169.55 from Master Agreement number BAZ1606.

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 # 5

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Street Services
Water Utilities

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

MAPSCO: N/A

SUBJECT

Authorize the purchase of **(1)** eleven pieces of fleet vehicles and equipment - Briggs Equipment in the amount of \$157,610, Darr Equipment in the amount of \$92,726, Southwest International Trucks, Inc. in the amount of \$156,547, Kirby-Smith Machinery in the amount of \$649,693, RDO Equipment in the amount of \$88,875, Austin Truck and Equipment, LTD dba Freightliner of Austin in the amount of \$347,425, Central Texas Heavy Equipment Co., Inc. in the amount of \$167,000 through The Texas Association of School Boards (Buyboard); **(2)** four pieces of fleet vehicles - Sam Pack's Five Star Ford in the amount of \$76,080 through Texas Smartbuy; **(3)** two pieces of fleet equipment - Rush Truck Centers of Texas, LP in the amount of \$384,030 through the Houston Galveston Area Council of Governments; and **(4)** two fleet vehicles - Freedom Dodge dba Duncanville Automotive in the amount of \$52,200 through the Tarrant County Interlocal - Total not to exceed \$2,172,186 - Financing: Street and Alley Improvement Funds (\$649,693), Water Utilities Current Funds (\$1,469,624) and Aviation Current Funds (\$52,869)

BACKGROUND

This item will allow for the purchase of nineteen fleet vehicles and equipment to include:

- forklifts - 4
- telehandler - 1
- roll-off container truck - 1
- milling machine - 1
- backhoe - 1
- vacuum truck - 1

BACKGROUND (Continued)

- dump truck - 1
- crane boom truck - 1
- sport utility vehicles - 4
- compact sedan - 1
- midsize sedan - 1
- sewerline inspection trucks - 2

The equipment will be used by various departments throughout the City in their daily activities.

The telehandler, dump truck, sport utility vehicles, sedans, crane boom truck are new additions to City fleet and the forklifts, roll off container truck, backhoe, milling machine, vacuum truck and sewerline inspection trucks are replacement equipment. Vehicles being replaced have gone through an evaluation process using an established criterion to ensure that only vehicles that have exceeded their useful life are replaced. The equipment evaluation included life-to-date maintenance costs, recommended replacement mileage and recommended replacement life. Replacement units will be reassigned to other departments or auctioned, whichever is more beneficial to the City.

The Texas Association of School Boards (BuyBoard), Texas SmartBuy, Houston Galveston Area Council, City of Fort Worth Interlocal Agreement conforms to the requirements of Texas Statutes that are applicable for competitive bids and proposals, in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code. In addition, BuyBoard and State of Texas CO-OP Program receive bids from manufacturers and dealers throughout the United States.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 11, 2012, City Council authorized a one-year master agreement for the purchase of one hundred ninety-six pieces of fleet equipment; and a one-year master agreement for the purchase of one hundred three pieces of fleet equipment by Resolution No. 12-0162.

On September 12, 2012, City Council authorized a one-year master agreement for the purchase of squad cars for Police by Resolution No. 12-2229.

On June 12, 2013, City Council authorized a one-year master agreement for the purchase of two hundred seventy-two pieces of fleet and equipment; a one-year master agreement for the purchase of eight pieces of fleet equipment; and a one-year master agreement for the purchase of four pieces of fleet equipment by Resolution No. 13-0936.

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

On December 11, 2013, City Council authorized a one-year master agreement for the purchase of two-hundred ten fleet vehicles and equipment; thirty-eight fleet vehicles and equipment and eighty-eight fleet vehicles and equipment by Resolution No. 13-2055.

On October 22, 2014, City Council authorized the purchase of 137 squad cars for Police by Resolution No. 14-1781.

On March 25, 2015, City Council authorized a one-year master agreement for the purchase of eighty seven fleet vehicles and equipment; twenty fleet vehicles and equipment; and one-hundred nine fleet vehicles and equipment by Resolution No. 15-0478.

On June 17, 2015, City Council authorized the purchase of 105 squad cars for Police by Resolution No. 15-1231.

On December 9, 2015, City Council authorized a one-year master agreement for the purchase of one hundred fleet vehicles and equipment; one hundred eighty-one fleet vehicles; eighty-three Police fleet and equipment; and twenty-one fleet vehicles by Resolution No. 15-2199.

Information about this item will be provided to the Budget, Finance and Audit Committee on May 2, 2016.

FISCAL INFORMATION

\$ 649,693.00 - Street and Alley Improvement Funds

\$1,469,624.00 - Water Utilities Current Funds

\$ 52,868.02 - Aviation Current Funds

ETHNIC COMPOSITION

Briggs Equipment

White Male	504	White Female	88
Black Male	55	Black Female	17
Hispanic Male	130	Hispanic Female	22
Other Male	10	Other Female	2

ETHNIC COMPOSITION (Continued)

Darr Equipment

White Male	160	White Female	33
Black Male	7	Black Female	2
Hispanic Male	19	Hispanic Female	5
Other Male	8	Other Female	0

Southwest International Trucks, Inc.

White Male	261	White Female	39
Black Male	23	Black Female	1
Hispanic Male	82	Hispanic Female	8
Other Male	5	Other Female	1

Kirby-Smith Machinery

White Male	28	White Female	3
Black Male	2	Black Female	0
Hispanic Male	5	Hispanic Female	0
Other Male	0	Other Female	0

RDO Equipment

White Male	22	White Female	4
Black Male	4	Black Female	0
Hispanic Male	9	Hispanic Female	0
Other Male	7	Other Female	0

Austin Truck and Equipment, LTD dba Freightliner of Austin

White Male	35	White Female	3
Black Male	2	Black Female	0
Hispanic Male	9	Hispanic Female	1
Other Male	0	Other Female	0

Central Texas Heavy Equipment Co., Inc.

White Male	14	White Female	2
Black Male	0	Black Female	0
Hispanic Male	2	Hispanic Female	0
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

Sam Pack's Five Star Ford

White Male	97	White Female	22
Black Male	19	Black Female	1
Hispanic Male	94	Hispanic Female	12
Other Male	4	Other Female	2

Rush Truck Centers of Texas, LP

White Male	36	White Female	5
Black Male	2	Black Female	0
Hispanic Male	2	Hispanic Female	1
Other Male	1	Other Female	1

Freedom Dodge dba Duncanville Automotive

White Male	16	White Female	8
Black Male	23	Black Female	9
Hispanic Male	47	Hispanic Female	8
Other Male	1	Other Female	2

OWNERS

Briggs Equipment

Chris Meinecke, President
Derek Claybrook, Vice President
Cheryl M. Gosch, Secretary

Darr Equipment

Robert Engstrom, President
Steve Brooks, Chief Executive Officer
Jack Camiolo, Chief Financial Officer

Southwest International Trucks, Inc.

Russ Trimble, President
Sid Stewart, Vice President
Jane Roth, Secretary

OWNERS (Continued)

Kirby-Smith Machinery

Ed Kirby, President
David Cooper, Vice President
Celise Blewitt, Secretary
JD Young, Treasurer

RDO Equipment

Ron Offutt, President
Christi Offutt, Vice President
Al Knoll, Secretary
Tom Espel, Treasurer

Austin Truck and Equipment, LTD dba Freightliner of Austin

Jay Hendrix, President
Carlton Hemple, Vice President

Central Texas Heavy Equipment Co., Inc.

Andrew Tewell, President
Bob Henry, Vice President
Chris Tewell, Secretary
Walter Kurowski, Treasurer

Sam Pack's Five Star Ford

Sam Pack, President

Rush Truck Centers of Texas, LP

W.M. "Rusty" Rush, President
Martin A. Naeglin, Jr, Vice President

Freedom Dodge dba Duncanville Automotive

Frank Stinson, President
Lonnie Bennett, Vice President
Alissa Hillhouse, Secretary
John Rowe, Treasurer

May 11, 2016

WHEREAS, on January 11, 2012, City Council authorized a one-year master agreement for the purchase of one hundred ninety-six pieces of fleet equipment; and a one-year master agreement for the purchase of one hundred three pieces of fleet equipment by Resolution No. 12-0162; and,

WHEREAS, on September 12, 2012, City Council authorized a one-year master agreement for the purchase of squad cars for Police by Resolution No. 12-2229; and,

WHEREAS, on June 12, 2013, City Council authorized a one-year master agreement for the purchase of two hundred seventy-two pieces of fleet and equipment; a one-year master agreement for the purchase of eight pieces of fleet equipment; and a one-year master agreement for the purchase of four pieces of fleet equipment by Resolution No. 13-0936; and,

WHEREAS, on December 11, 2013, City Council authorized a one-year master agreement for the purchase of two-hundred ten fleet vehicles and equipment; thirty-eight fleet vehicles and equipment; and eighty-eight fleet vehicles and equipment by Resolution No. 13-2055; and,

WHEREAS, on October 22, 2014, City Council authorized the purchase of 137 squad cars for Police by Resolution No. 14-1781; and,

WHEREAS, on March 25, 2015, City Council authorized a one-year master agreement for the purchase of eighty seven fleet vehicles and equipment; twenty fleet vehicles and equipment; and one-hundred nine fleet vehicles and equipment by Resolution No. 15-0478; and,

WHEREAS, on June 17, 2015, City Council authorized the purchase of 105 squad cars for Police by Resolution No. 15-1231; and,

WHEREAS, on December 9, 2015, City Council authorized a one-year master agreement for the purchase of one hundred fleet vehicles and equipment; one hundred eighty-one fleet vehicles; eighty-three Police fleet and equipment; and twenty-one fleet vehicles by Resolution No. 15-2199;

NOW, THEREFORE,

May 11, 2016

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

Section 1. That the purchase of **(1)** eleven pieces of fleet vehicles and equipment is authorized with Briggs Equipment (VS0000049903) in the amount of \$157,610.00, Darr Equipment (025254) in the amount of \$92,726.00, Southwest International Trucks, Inc. (003940) in the amount of \$156,547.00, Kirby-Smith Machinery (502341) in the amount of \$649,693.00, RDO Equipment (500465) in the amount of \$88,875.00, Austin Truck and Equipment, LTD dba Freightliner of Austin (VC14977) in the amount of \$347,425.00, Central Texas Heavy Equipment Co., Inc. (VS91058) in the amount of \$167,000.00, through The Texas Association of School Boards; **(2)** four pieces of fleet vehicles is authorized with Sam Pack's Five Star Ford (113696) in the amount of \$76,079.02 through Texas Smartbuy; **(3)** two pieces of fleet equipment is authorized with Rush Truck Centers of Texas, LP (371932) in the amount of \$384,030.00 through the Houston Galveston Area Council of Governments; and **(4)** two fleet vehicles is authorized with Freedom Dodge dba Duncanville Automotive (VS0000077189) in the amount of \$52,200.00 through the Tarrant County Interlocal Agreement, in a total amount not to exceed \$2,172,185.02.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for four forklifts, one telehandler, one dump truck, one roll-off container truck, one milling machine, one backhoe, one heavy duty vacuum truck, one crane boom truck, four sport utility vehicles, one compact sedan, one mid-size sedan and two sewer line inspect trucks. 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 appropriations in an amount not to exceed \$2,172,185.02:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Amount</u>	<u>Encumbrance</u>
0715	STS	W011	4720	\$649,693.00	POSTS00000125350
0100	DWU	7361	4720	\$ 61,274.80	PODWU00000125325
0100	DWU	7361	4720	\$ 92,500.00	PODWU00000125329
0100	DWU	7360	4720	\$ 226.00	PODWU00000125329
0100	DWU	7240	4740	\$101,567.00	PODWU00000125065
0100	DWU	7310	4742	\$ 52,200.00	PODWU00000124857
0100	DWU	7140	4741	\$ 23,211.00	PODWU00000124859
0100	DWU	7271	4720	\$ 88,875.00	PODWU00000125340
0100	DWU	7330	4740	\$ 96,335.20	PODWU00000125338

May 11, 2016**Section 3.** (Continued)

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Amount</u>	<u>Encumbrance</u>
0100	DWU	7323	4740	\$245,858.00	PODWU00000125333
0100	DWU	7410	4720	\$384,030.00	PODWU00000124863
0100	DWU	7330	4740	\$167,000.00	PODWU00000125354
0100	DWU	7450	4742	\$156,547.00	PODWU00000125083
0130	AVI	7731	4742	\$ 34,702.20	POAVI00000124867
0130	AVI	7725	4741	\$ 18,165.82	POAVI00000124869

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

AGENDA ITEM # 6

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Controller
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize the preparation of plans for an issuance of Waterworks and Sewer System Revenue Refunding Bonds, Series 2016A and Taxable Series 2016B in an amount not to exceed \$640,000,000 - Financing: This action has no cost consideration to the City

BACKGROUND

This proposed revenue bond sale is for the following purposes: (1) refunding and retirement of commercial paper notes issued for interim financing of improvements to the City's water and wastewater system; and (2) refund outstanding Series 2006 ,Series 2007, Series 2008, Series 2010, Series 2011, Series 2012A, and Series 2013A obligations (the "Refundable Bonds").

Issuance of revenue bonds for refunding and retirement of approximately \$230,000,000 in commercial paper notes is in accordance with the capital program for water and wastewater improvements, and is within the Fiscal Year 2015-16 operating and capital budgets for the Water Utilities Department.

Approximately \$410,000,000 in principal amount of currently outstanding Dallas Water Utilities bonds will be eligible to be refunded with proceeds from the issue. The City's co-financial advisors, First Southwest Company and Estrada Hinojosa, recommended refunding of certain maturities in Series 2006, Series 2007, Series 2008, Series 2010, Series 2011, Series 2012A, and Series 2013A. Based on recent market conditions, the refunding is expected to result in cash savings of approximately \$29.51 million and a net present value savings of approximately \$25.87 million, which is approximately 6.54 percent of the par amount of the Refundable Bonds. Actual savings will depend on market conditions at the time of the sale.

BACKGROUND (Continued)

If interest rate conditions result in a significant deterioration in the current projected savings, the City may elect, as little as one day prior to the sale date, to cancel this portion of the sale, or reduce the size of this portion of the sale.

The City plans to use Underwriting Syndicate Team “B” which is comprised of Citigroup Global Markets, Inc., Wells Fargo Bank N.A., Goldman Sachs & Co., Piper Jaffray, Stifel, Nicolaus & Co. Inc., Frost Bank, Loop Capital Markets LLC, Samuel A. Ramirez & Co., and Stern Brothers & Company. Goldman Sachs & Company will be the Book Running Senior Manager, and Loop Capital Markets LLC will be the Co-Senior Managers.

ESTIMATED SCHEDULE OF PROJECT

Authorize preparation for Issuance of Bonds	May 11, 2016
Approval of parameters ordinance	June 15, 2016
Pricing	June 23, 2016
Execution of the Bond Purchase Agreement	June 24, 2016
Delivery of Proceeds	July 7, 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 2, 2016, this item will be briefed to the Budget, Finance and Audit Committee.

FISCAL INFORMATION

This action has no cost consideration to the City. Payment for cost of issuances is not made unless the bonds are issued. City Council approval of the ordinance authorizing the sale of bonds is scheduled for June 15, 2016. The anticipated cost of issuance is \$1,249,118 from Water Utilities Current Funds.

M/WBE INFORMATION

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

**SERIES 2016A/B
WATERWORKS AND SEWER SYSTEM
REVENUE REFUNDING BONDS
\$640,000,000**

Estimate of Total Bond Issuance Costs and M/WBE Participation

Co-Bond Counsel

McCall, Parkhurst & Horton LLP (Vendor #193173)	\$ 224,000	17.9%
Escamilla & Ponnick (Vendor #518903)	169,375	13.6%

Co-Disclosure Counsel

Andrews Kurth LLP (Vendor #VC13546)	156,800	12.6%
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Co-Financial Advisors

First Southwest Company (Vendor #193056)	231,120	18.5%
Estrada Hinojosa (Vendor #259910)	154,080	12.3%

Debt Analysis/Structuring Fees

First Southwest Company (Vendor #193056)	28,000	2.2%
Estrada Hinojosa (Vendor #259910)	12,000	1.0%

Out-of-Pocket Expenses

First Southwest Company (Vendor #193056)	5,000	0.4%
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Official Statement Printing

TBD	10,000	0.8%
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Rating Agencies

FitchRatings (Vendor #VC14720)	120,000	9.6%
Standard & Poor's (Vendor #954974)	102,243	8.2%

Escrow Fees (US Bank - Vendor #VS0000052040)	3,500	0.3%
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Auditor

Grant Thornton LLP (Vendor #VS0000007921)	14,000	1.1%
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Filing Fee

Attorney General (Vendor #344989)	19,000	1.5%
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Total Issuance Costs

<u>\$ 1,249,118</u>	<u>100%</u>
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Total M/WBE Participation as % of Total Issuance Costs:	335,455	26.9%
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May 11, 2016

WHEREAS, the adopted Capital Improvement Program, currently underway and scheduled, requires issuance of an amount not to exceed \$640,000,000 of Waterworks and Sewer System Revenue Refunding and Improvement Bonds, Series 2016A and Taxable Series 2016B (collectively, the "Series 2016 Bonds") for the purposes of refunding a portion of outstanding bonds and for the retirement of commercial paper notes issued for interim financing of improvements to the water and wastewater system; and

WHEREAS, the Waterworks and Sewer System Revenue Bonds anticipated to be refunded were issued in 2006, 2007, 2008, 2010, 2011, 2012A, and 2013A for various water and wastewater improvement purposes; and

WHEREAS, the Waterworks and Sewer System Revenue Bonds anticipated to be issued to refinance outstanding bonds will not exceed \$410,000,000; and

WHEREAS, this retirement of outstanding commercial paper notes is expected to require bond proceeds in an amount not to exceed \$230,000,000; and

WHEREAS, the City Council hereby finds and determines that in order to accomplish such issuance in a timely and cost efficient manner, the City Manager, the City's co-financial advisors, the City's co-bond counsel, and the City's co-disclosure counsel should be authorized and directed to take such action and prepare documents as necessary in order to accomplish such issuance; and

WHEREAS, it is desired to proceed with the preparatory work necessary to issue these refunding and improvement bonds through a negotiated sale on or about June 23, 2016;

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to proceed with the necessary preparations for the sale of Waterworks and Sewer System Revenue Refunding and Improvement Bonds, Series 2016A and Waterworks and Sewer System Refunding Bonds, Taxable Series 2016B (collectively, the "Series 2016 Bonds"), in an aggregate principal amount not to exceed \$640,000,000 with such sale scheduled to occur no later than June 23, 2016.

Section 2. That the City Manager, the City's Co-Financial Advisors, the City's Co-Bond Counsel, and the City's Co-Disclosure Counsel are hereby authorized and directed to prepare an Official Statement with respect to such bonds and to take such other action and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the Series 2016 Bonds.

May 11, 2016

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., co-financial advisors, for the proposed refunding bond sale. If the bonds are issued, payment for such services shall not exceed \$264,120 for First Southwest Company (Vendor #193056) and shall not exceed \$166,080 for Estrada Hinojosa & Company Inc. (Vendor #259910) and shall be made from Water Utilities Debt Service Fund 0109, Department DWU, Unit 7017, Object 3803.

Section 4. That the City Manager is hereby authorized to use the previously contracted professional services of McCall, Parkhurst & Horton LLP, and Escamilla & Ponnick as co-bond counsel in connection with the sale and delivery of the Series 2016 Bonds. If bonds are issued, payment for the opinion, and the hourly rate of McCall, Parkhurst & Horton LLP (Vendor # 193173), shall be at the rate of \$0.30 per \$1,000 increment of bonds issued plus hourly rate of \$90.00 to \$300.00 for services rendered by individual attorneys and paralegals (estimated not to exceed \$224,000). If bonds are issued, payment for the opinion, and the hourly rate of Escamilla & Ponnick (Vendor # 518903) shall be at the rate of \$0.15 per \$1,000 increment of bonds issued plus an hourly rate of \$90.00 to \$300.00 for services rendered by individual attorneys and paralegals (estimated not to exceed \$169,375) and shall be made from Water Utilities Debt Service Fund 0109, Department DWU, Unit 7017, Object 3033.

Section 5. That the City Manager is hereby authorized to use the previously contracted professional services of Andrews Kurth LLP, as disclosure counsel in connection with the sale and delivery of the Series 2016 Bonds. If bonds are issued, payment for the opinion, and the hourly rate of Andrews Kurth LLP (Vendor # VC13546), shall be at the rate of \$0.20 per \$1,000 increment of bonds issued plus hourly rate of \$90.00 to \$300.00 for services rendered by individual attorneys and paralegals (estimated not to exceed \$156,800), and shall be made from Water Utilities Debt Service Fund 0109, Department DWU, Unit 7017, Object 3033.

Section 6. That the City Manager is hereby authorized to obtain bond ratings from FitchRatings (Vendor #VC14720) and from Standard & Poor's Inc. (Vendor #954974) in connection with the sale of the bonds. If bonds are issued, payments for the bond ratings are not to exceed \$222,243 and will be made from Water Utilities Debt Service Fund 0109, Department DWU, Unit 7017, Object 3803.

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

May 11, 2016

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

Section 9. That the City Controller is hereby authorized to use contracted services provided as paying agent/registrar with respect to the Series 2016 Bonds at an annual cost of \$3,500 for escrow agent fees plus payment processing expenses from Water Utilities Debt Service Fund 0109, Department DWU, Unit 7017, Object 3803.

Section 10. That the City Controller is hereby authorized and directed to file an Official Statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds for review by the Attorney General of Texas (Vendor #344989). If the bonds are issued, payment for the filing fee is estimated not to exceed \$19,000 and shall be made from Water Utilities Debt Service Fund 0109, Department DWU, Unit 7017, Object 3803.

Section 11. That the amount of bond sale applicable to commercial paper refunding shall be remitted directly to the commercial paper issuing and paying agent U.S. Bank Trust National Association. Any variation in proceeds arising from this issue of bonds shall be deposited in Water Utilities Operating Fund 0100, Department DWU, Unit 7017, Revenue Source 8438.

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 # 7

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Code Compliance

CMO: Joey Zapata, 670-3009

MAPSCO: N/A

SUBJECT

An ordinance amending Chapter 17 of the Dallas City Code **(1)** adopting new food establishment rules promulgated by the Texas Department of State Health Services; **(2)** providing additional requirements for certain equipment; **(3)** providing additional requirements for mobile food establishments; **(4)** providing additional requirements for variances for dog friendly patios; **(5)** providing certain Heimlich Maneuver poster display requirements; and **(6)** making conforming changes; and providing a penalty not to exceed \$2,000 - Financing: No cost consideration to the City

BACKGROUND

The proposed ordinance would amend Sections 17-1.1, 17-1.5, 17-1.6, 17-2.1, 17-2.2, 17-3.1, 17-3.2, 17-4.1, 17-4.2, 17-5.1, 17-5.2, 17-6.1, 17-6.2, 17-7.1, 17-8.1, 17-8.2, 17-9.1, 17-9.2, 17-10.1, 17-10.2, 17-11.2, 17-12.1, 17-13.1 and 17-14.1 of the Dallas City Code to: (1) expand Texas Food Establishment Rules (TFER) definitions and add new TFER requirements; (2) require a hand wash sink within 25 linear feet of a food preparation area; (2) locate grease traps outside the food preparation areas; (3) add language to increase accessibility to equipment for cleaning and to prevent contamination from dust producing equipment and/or prevent contamination from exposed or unprotected water lines; (4) require proof of insurance for mobile food establishments and storage location requirements for push carts; (5) limit the booth size for temporary food establishments to 15 x 15 and limit the number of time/temperature for safety (TCS) menu items within a permitted booth to no more than four; (6) provide additional requirements for animal friendly patios at food establishments; and (7) provide a "grandfather status" provision for non-TFER changes.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefed to the Quality of Life and Environment Committee on February 22, 2016.

Information about this item was provided to the Quality of Life and Environment Committee on April 11, 2016.

FISCAL INFORMATION

No cost consideration to the City

ORDINANCE NO. _____

An ordinance amending Chapter 17, “Food Establishments,” of the Dallas City Code by amending Sections 17-1.1, 17-1.5, 17-1.6, 17-2.1, 17-2.2, 17-3.1, 17-3.2, 17-4.1, 17-4.2, 17-5.1, 17-5.2, 17-6.1, 17-6.2, 17-7.1, 17-8.1, 17-8.2, 17-9.1, 17-9.2, 17-10.1, 17-10.2, 17-11.2, 17-12.1, 17-13.1, and adding Section 17-14.1; adopting new food establishment rules promulgated by the Texas Department of State Health Services; providing additional requirements for certain equipment; providing additional requirements for mobile food establishments; providing additional requirements for temporary food establishments; providing additional requirements for variances for dog friendly patios; providing certain Heimlich maneuver poster display requirements; making conforming changes; providing a penalty not to exceed \$2000; providing a savings clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Section 17-1.1, “Purpose,” of Article I, “Food Establishments Generally,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-1.1. PURPOSE.

The purpose set forth in Section 228.1 [~~229.161~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference.”

SECTION 2. That Section 17-1.5, “Definitions,” of Article I, “Food Establishments Generally,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-1.5. DEFINITIONS.

(a) Except for the terms defined in Subsection (b), t[F]he definitions set forth in Section 228.2 [229.162] of the Texas Food Establishment Rules are hereby adopted and made a part of this chapter by reference~~[, except that the definitions for “adulterated food,” “child care center,” “department,” “food establishment,” “mobile food establishment,” “permit,” “person in charge,” “premises,” “pusheart,” “regulatory authority,” “roadside food vendor,” and “temporary food establishment” contained in Section 229.162 are not adopted].~~

(b) In addition to the definitions adopted in Subsection (a), the following terms have the following meanings in this chapter:

(1) ADULTERATED means the condition of food that:

(A) contains a poisonous or deleterious substance in a quantity that may render it injurious to health; or

(B) contains an added poisonous or deleterious substance:

(i) for which no safe tolerance has been established or accepted by a governmental agency; or

(ii) in excess of a safe tolerance, established or accepted by a governmental agency; or

(C) consists in whole or part of a filthy, putrid, or decomposed substance; or

(D) is unsafe for human consumption; or

(E) was processed, prepared, or otherwise handled under an unsanitary condition that may have contaminated the food or rendered it injurious to health; or

(F) is in whole or part the product of a diseased animal or an animal that did not die by slaughter; or

(G) the container of which is composed in whole or part of a poisonous or deleterious substance that may render the food injurious to health; or

(H) is not in a safe, sound condition, free from spoilage, filth, and other contamination.

(2) CATERING SERVICE means a food establishment, other than a mobile food preparation vehicle, that:

(A) prepares or serves food on premises in control of another; or

(B) prepares food on the premises of a fixed food establishment and delivers the food to a different location to be served.

(3) COMMISSARY means a food establishment that serves as an operating base for a mobile food establishment and where:

(A) food, containers, or supplies are kept, handled, prepared, packaged, or stored for use by a mobile food establishment; and

(B) a mobile food establishment is stored, parked, serviced, cleaned, supplied, and maintained.

(4) DEPARTMENT means the department designated by the city manager to enforce and administer this chapter.

(5) DIRECTOR means the director of the department, the city health authority, or the environmental health officer and includes representatives, agents, or city employees designated by the director of the department, the city health authority, or the environmental health officer to enforce or administer this chapter; except that, in Section 17-10.2(p), the term refers only to the director of the department.

(6) FOOD ESTABLISHMENT:

(A) The term means an operation that:

(i) sells, stores, prepares, packages, serves, or otherwise provides food for human consumption such as: a food service establishment; retail food store; satellite or catered feeding location; catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; market; remote catered operations; conveyance used to transport people; institution; or food bank; and

(ii) relinquishes possession of food to a consumer directly, or indirectly through a delivery service, such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

(B) The term includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; a restaurant; a grocery store; an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off premises; and regardless of whether there is a charge for the food.

(C) The term does not include a produce stand that only offers whole, uncut fresh fruits and vegetables or an establishment that offers only prepackaged foods that are not time/temperature control for safety [potentially hazardous], except that the term does include

an establishment that sells ice cream, frozen custard, soft serve dairy products, gelato, or other frozen desserts.

(7) **MOBILE FOOD ESTABLISHMENT** means a vehicle-mounted food establishment that is designed to be readily moveable and from which food is distributed, sold, or served to an ultimate consumer. The term includes, but is not limited to, mobile food preparation vehicles and pushcarts.

(8) **NON-FOOD CONTACT SURFACE** means a surface (including, but not limited to, a shelf, counter, fan, or an exterior part of equipment) that does not normally come into contact with food in the operation of a food establishment.

(9) **PERMIT** means the document issued by the department that authorizes a person to operate a food establishment.

(10) **PERSON IN CHARGE** means the individual present in a food establishment who is the apparent supervisor of the food establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

(11) **PREMISES** means:

(A) the physical facility, its contents, and the contiguous land or property under the control of the permit holder; or

(B) the physical facility, its contents, and the contiguous land or property and its facilities and contents that are under the control of the permit holder that may impact food establishment personnel, facilities, or operations, if a food establishment is only one component of a larger operation.

(12) **RECONSTITUTED** means the recombining of dehydrated food products with water or other liquids.

(13) **REGULATORY AUTHORITY** means the director.

(14) **SAFE TEMPERATURE** means a temperature of not more than 41 degrees Fahrenheit (5 degrees Centigrade) or not less than 140 degrees Fahrenheit (60 degrees Centigrade). The symbols “°F.” and “°C.” are used in this chapter to refer, respectively, to degrees Fahrenheit and degrees Centigrade.

(15) **SEAL** means to close the junction between surfaces in a way that prevents entry of moisture.

(16) **TEMPORARY FOOD SERVICE ESTABLISHMENT** means:

(A) a food establishment that operates at a fixed location for a limited period of time in conjunction with:

(i) a plaza event for which a permit has been issued by the city under Chapter 35;

(ii) a special event for which a permit has been issued by the city under Chapter 42A;

(iii) a special event conducted with written permission of the city on property under the control of the park and recreation board, on property of the “convention center” or “reunion arena” as defined in Section 43-127 of this code, or on property of the “municipal produce market” as defined in Section 29-3 of this code;

(iv) a temporary carnival or circus conducted with written authorization of the building official under Section 51A-4.206(2) of the Dallas Development Code;

(v) an activity or event conducted entirely inside a facility that is primarily and routinely used to hold exhibitions, conventions, concerts, symphonies, plays, sporting events, or similar activities or events at which food is customarily served or offered for sale;

(vi) a single event or celebration conducted on any nonresidential premises as an accessory use under Section 51A-4.217 of the Dallas Development Code; or

(vii) a neighborhood farmers market for which a permit has been issued under Chapter 29A of this code; or

(B) a concessionaire operating under a seasonal contract with the city on property owned or operated by the city.

(17) TEXAS FOOD ESTABLISHMENT RULES means the rules of the Texas Department of State Health Services found in Title 25 Texas Administrative Code, Chapter 228, as amended [~~Chapter 229, Subchapter K (effective date March 15, 2006)~~].”

SECTION 3. That Subsection (a) of Section 17-1.6, “Defenses for Certain Types of Activities,” of Article I, “Food Establishments Generally,” of Chapter 17, “Food Establishments” of the Dallas City Code is amended to read as follows:

“SEC. 17-1.6. DEFENSES FOR CERTAIN TYPES OF ACTIVITIES.

(a) It is a defense to prosecution under this chapter that, at the time of the offense, the person charged was:

(1) conducting food operations that are licensed, and inspected at least once a year, under federal or state law (as illustrated by, but not limited to, milk producers, day care facilities, nursing homes, and meat processors);

(2) selling, distributing, transporting, or storing a raw agricultural commodity (including, but not limited to, raw vegetables and fruit, and pure honey) by the original producer, provided that the sale, distribution, transportation, or storage is on property owned or leased by the original producer;

(3) selling, distributing, or serving food at an event, party, or other special gathering that is not open to persons other than the members or invited guests of the sponsor, provided that there is no public advertisement of the event, public solicitation of funds at or for the event, or participation by the general public in the event;

(4) conducting the retail sale or distribution of non-time/temperature control for safety ~~[potentially hazardous]~~ food from a fixed facility if the food is acquired and sold or distributed in cans, bottles, or other prepackaged containers that are not opened before obtained by a consumer, and no food manufacturing, processing, or preparing operations are conducted at the facility; or

(5) serving or distributing food, without charge, to homeless individuals on public or private property, provided that the person:

(A) sent a notice within the time required by subparagraph (B) to the director (by United States mail, facsimile, electronic mail to the addresses or numbers provided by the director, via the City's 311 call center, or on the City's Code Compliance Department's website [~~at www.dallascityhall.com/code_compliance/index.html~~]) containing the following information:

(i) the name of the individual or organization that was or will be serving or distributing food to the homeless;

(ii) the date or dates when food was or will be served or distributed to the homeless;

(iii) the times of day when food service and distribution is anticipated to or did begin and end on each date listed in the notice;

(iv) the street address or addresses of where food was or is anticipated to be served or distributed to the homeless or, if the location has no street address, then a description of the location by street block number or by naming the nearest intersecting streets; and

(v) the approximate or expected number of food preparers and servers on the site where the food was or will be served or distributed and the approximate or

expected number of individuals that were or will be served, provided the number of individuals that were or is anticipated to be served exceeds 75 at a single location;

(B) sent the notice required in subparagraph (A) at least 24 hours before the service or distribution of food to the homeless will commence, if it is anticipated that more than 75 people will be served, or within 48 hours after the service or distribution of food to the homeless has concluded, if it is anticipated that 75 or fewer people will be served at a single location;

(C) if the person is an individual, had attended a free city-sponsored food safety training class within the 24 months preceding the service or distribution of food to the homeless or, if the person is an organization, had at least one person who has attended a free city-sponsored food safety training class or has taken the class to become a certified food handler in the State of Texas within the 24 months preceding the service or distribution of food to the homeless present at all times when food was being served or distributed to the homeless, although this requirement applies only so long as the city sponsors a free food safety training class at least once during each three month period during a calendar year;

(D) did not serve or distribute time/temperature control for safety [~~potentially hazardous~~] to the homeless, unless the food has been stored at a temperature of:

(i) 41° F. (5° C.) or below; or

(ii) 135° F. (57° C.) or above;

(E) transported the food in a clean conveyance and, if the food was a time/temperature control for safety [~~potentially hazardous~~] food, as that phrase is defined in the Texas Food Establishment Rules, as amended, [9.161 et seq.,] served or distributed it within four hours after preparation;

(F) used one of the following methods of sanitizing hands before preparing, serving, or distributing food for the homeless:

(i) a hand sanitizer containing at least 70 percent alcohol or another substance capable of killing 99.9 percent of the bacteria on hands within 30 seconds of application;

(ii) disposable gloves; or

(iii) handwashing equipment that included at a minimum:

(aa) a sink, or a five-gallon container with a spigot that provides free-flowing water and a catch bucket to collect wastewater from handwashing; and

(bb) soap and individual paper towels;

(G) properly disposed of any wastewater generated from any handwashing equipment used in the preparation, service, or distribution of food to the homeless into a sanitary sewer system and did not dispose of the wastewater on the ground or into the stormwater drainage system; and

(H) brought a sufficient number of trash bags to dispose of the solid waste generated by the food provided by the servers and used best efforts to remove or cause the removal of all trash or debris from the feeding site that was generated by the service or distribution of food to the homeless, and deposited the trash or debris in a public trash receptacle, or in a private trash receptacle if permission from the receptacle owner was obtained.”

SECTION 4. That Section 17-2.1, “Adoption of Section 229.163, Texas Food Establishment Rules,” of Article II, “Management and Personnel,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-2.1. ADOPTION OF SUBCHAPTER B [~~SECTION 229.163~~], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter B [~~Section 229.163~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference, except that Section 228.32 and Subsection 228.38(c) [~~Subsections (b) and (g) of Section 229.163~~] are not adopted.”

SECTION 5. That Subsection (b), “Demonstration of Knowledge by Person in Charge of Food Establishment,” of Section 17-2.2, “Additional Requirements,” of Article II, “Management and Personnel,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(b) Demonstration of knowledge by person in charge of a food establishment. Based on the risks of foodborne illness inherent to the food operation, the person in charge shall, during inspections and upon request, demonstrate to the director knowledge of foodborne disease prevention, application of the Hazard Analysis Critical Control Point principles, and the requirements of this chapter. The person in charge shall demonstrate this knowledge by compliance with this chapter, by being a registered food protection manager who has shown proficiency of required information through passing a test that is part of an accredited program and by responding correctly to the inspector’s questions as they relate to the specific food operation. The person in charge may demonstrate such knowledge by:

(1) describing the relationship between the prevention of foodborne disease and the personal hygiene of a food employee;

(2) explaining the responsibility of the person in charge for preventing the transmission of foodborne disease by a food employee who has a disease or medical condition that may cause foodborne disease;

(3) describing the symptoms associated with the diseases that are transmissible through food;

(4) explaining the significance of the relationship between maintaining the time and temperature of time/temperature control for safety ~~[potentially hazardous]~~ food and the prevention of foodborne illness;

(5) explaining the hazards involved in the consumption of raw or undercooked meat, poultry, eggs, and fish;

(6) stating the required food temperatures and times for safe cooking of time/temperature control for safety ~~[potentially hazardous]~~ food including meat, poultry, eggs, and fish;

(7) stating the required temperatures and times for safe refrigerated storage, hot holding, cooling, and reheating of time/temperature control for safety ~~[potentially hazardous]~~ food;

(8) describing the relationship between the prevention of foodborne illness and the management and control of the following:

(A) cross-contamination;

(B) hand contact with ready-to-eat foods;

(C) handwashing; and

(D) maintaining the food establishment in a clean condition and in good repair;

(9) explaining the relationship between food safety and providing equipment that is:

(A) sufficient in number and capacity; and

(B) properly designed, constructed, located, installed, operated, maintained, and cleaned;

(10) explaining correct procedures for cleaning and sanitizing utensils and food-contact surfaces of equipment;

(11) identifying the source of water used and measures taken to ensure that it remains protected from contamination such as providing protection from backflow and precluding the creation of cross connections;

(12) identifying poisonous and toxic material in the food establishment and the procedures necessary to ensure that they are safely stored, dispensed, used, and disposed of according to law;

(13) identifying critical control points in the operation from purchasing through sale or service that when not controlled may contribute to the transmission of foodborne illness and explaining steps taken to ensure that the points are controlled in accordance with the requirements of this chapter;

(14) explaining the details of how the person in charge and food employees comply with the Hazard Analysis Critical Point (HACCP) plan (if a plan is required by the law), the Texas Food Establishment Rules, and this chapter; and

(15) explaining the responsibilities, rights, and authorities assigned by this chapter to:

(A) the food employee;

(B) the person in charge; and

(C) the director.”

SECTION 6. That Subsection (c) “Registered Food Service Managers,” of Section 17-2.2, “Additional Requirements,” of Article II, “Management and Personnel,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(c) Registered food service managers.

(1) Registered food service managers required.

(A) A food establishment shall employ at least one person who:

(i) is a full-time, on-site supervisory employee of that food establishment responsible for food preparation and service; and

(ii) has a valid and current food service manager registration issued by the director.

(B) A food establishment must comply with the requirements of Section 17-2.2(c) before being issued an operating permit.

(C) One registered food service manager in a supervisory capacity may serve up to four food establishments contained within the same building and under the same ownership and same management.

(D) A food establishment shall have one registered food service manager employed and present in the establishment during all hours of operation, except that a registered food service manager serving multiple food establishments as authorized by Section 17-2.2(c)(1)(C) must only be present in the building in which the food establishment is located during all hours of operation.

(E) A food establishment that serves, sells, or distributes only prepackaged foods and non~~time/temperature control for safety~~ ~~[potentially hazardous]~~ beverages, and a temporary food service establishment that is in operation fewer than four consecutive calendar days, are exempt from Section 17-2.2(c)(1).

(2) Registered food service manager replacement. If a food establishment cannot meet the requirements of Section 17-2.2(c)(1) because of the termination or permanent transfer of a registered food service manager, the food establishment shall:

(A) notify the director, in writing, within 10 days after the effective date of the termination or permanent transfer of the registered food service manager; and

(B) employ another registered food service manager within 45 days after the effective date of the termination or permanent transfer of the previous registered food service manager.

(3) Registration of food service managers.

(A) The director shall issue a food service manager registration to any person who submits the required application on a form provided by the director, pays to the city the fee required by Section 17-2.2(c)(6), and provides proof of holding a current, valid registered food manager certification issued by the Texas Department of State Health Services or by a provider approved by that state department.

(B) During those times a registered food service manager is on duty at a food establishment, the registered food service manager must possess evidence of registration.

(C) A food service manager registration is not transferable from one person to another.

(D) Unless sooner revoked by the director, a food service manager registration issued under this article expires five ~~[two]~~ years after the date of issuance. The expiration date on the city-issued manager registration may not exceed the expiration date on the food manager certificate issued by the state or by an approved provider organization.

(4) Renewal of food service manager registration. The director shall renew a food service manager registration if the applicant:

(A) submits an application for renewal within 30 days before expiration of the current food service manager registration;

(B) pays to the city the fee required by Section 17-2.2(c)(6);

(C) provides proof of holding a current, valid registered food manager certification issued by the Texas Department of State Health Services or by a provider approved by that state department; and

(D) provides evidence that within the six months prior to submitting the application for renewal the applicant has:

(i) attended a food service manager refresher training course approved by the director; or

(ii) received a passing score on a national examination for certification of food service managers that meets requirements of the United States Food and Drug Administration.

(5) Denial or revocation of food service manager registration.

(A) The director may refuse to issue or renew a food service manager registration or may revoke a food service manager registration if the applicant or holder:

(i) has been convicted of interfering with the lawful inspection of a food establishment;

(ii) makes a false statement of material fact in the application for registration or renewal of registration; or

(iii) fails to show proof of holding a current, valid registered food manager certification issued by the Texas Department of State Health Services or by a provider approved by that state department.

(B) An applicant for or a holder of a food service manager registration may, in accordance with Section 17-10.2(q), appeal the director's decision to deny issuance or renewal of a registration or to revoke a registration.

(6) Food service manager registration fees. An applicant shall pay a nonrefundable fee of \$20 per year for a maximum of five years for a food service manager registration. The fee for replacing a lost, stolen, or damaged certificate of registration is \$11.

(7) Display of certificate of registered food service manager. A food service establishment shall display the original certificate of each primary registered food service manager employed by the establishment. Each certificate must be displayed in a glass-covered frame at a location where it is easily visible to the public.”

SECTION 7. That Subsection (d), “Food Handlers,” of Section 17-2.2, “Additional Requirements,” of Article II, “Management and Personnel,” of Chapter 17, “Food Establishments,” of the Dallas City Code is deleted in its entirety and shall read as follows:

~~“(d) Food handlers.~~

~~(1) Food establishments for which food handler certification is mandatory. Section 17-2.2(d) is only mandatory for the following food establishments:~~

~~(A) Any food establishment scoring 70 or below, out of a possible 100 points, on an inspection conducted under this chapter.~~

~~(B) Any food establishment scoring from 71 to 79, out of a possible 100 points, on a reinspection conducted under this chapter during which a critical violation is found.~~

~~(C) Any food establishment in which the same critical violation is found twice within any 12 month period during inspections conducted under this chapter.~~

~~(D) Any food establishment that has had a confirmed foodborne illness.~~

~~(E) Any mobile food establishment described in Section 17-8.2(b) of this chapter that prepares or serves non prepackaged potentially hazardous food.~~

~~(2) Food handler certificate required.~~

~~(A) A person who owns, manages, or otherwise controls any food establishment described in Section 17-2.2(d)(1) (including but not limited to a fixed facility, a catering service, a mobile food preparation vehicle, a general service mobile food establishment, or a temporary food establishment operating for a duration of four or more consecutive days) shall not permit any person to be employed in the establishment who:~~

~~(i) will perform work that requires the handling of food, utensils, or food service equipment; and~~

~~(ii) does not hold a valid food handler certificate issued under Section 17-2.2(d) within 45 days after:~~

~~(aa) the date of employment by a food establishment described in Section 17-2.2(d)(1), for a new employee; or~~

~~(bb) the date the food establishment receives notice from the director that food handler certification is required because the establishment falls under Section 17-2.2(d)(1), for an existing employee.~~

~~(B) A food establishment described in Section 17-2.2(d)(1) shall maintain on the premises a food handler certificate for each employee whose work requires the handling of food, utensils, or food service equipment, and shall make each certificate available for inspection upon the director's request.~~

~~(3) Food handler certificate application; issuance; expiration; nontransferability.~~

~~(A) The director shall issue a food handler certificate to any person who submits the required application, pays to the city the fee required by Section 17-2.2(d)(5), and meets all of the following requirements:~~

~~(i) Provides evidence that the person has either:~~

~~(aa) viewed a video on sanitary food handling as approved by the director; or~~

~~(bb) attended a sanitary food handling presentation by the city of Dallas as approved by the director.~~

~~(ii) Is not infected with a disease in a communicable form that can be transmitted by foods.~~

~~(iii) Is not a carrier of any organism that causes a disease that can be transmitted by foods.~~

~~(iv) Does not have a boil, an infected wound, or an acute respiratory infection.~~

~~(B) Unless sooner revoked by the director, a food handler certificate expires two years after the date of issuance and may be renewed by submitting an application in compliance with Section 17-2.2(d)(3)(A). Renewal is not required unless the person's work requires the handling of food, utensils, or food service equipment at a food establishment that has been notified by the director within the preceding two years that food handler certification is required because the establishment falls under Section 17-2.2(d)(1).~~

~~(C) A food handler certificate is not transferable from one person to another.~~

~~(4) Denial or revocation of a food handler certificate.~~

~~(A) The director may refuse to issue or renew a food handler certificate or may revoke a food handler certificate if the applicant or holder:~~

~~(i) is not qualified for a certificate under Section 17-2.2(d)(3);~~

~~(ii) fails to provide medical confirmation when required under Section 17-2.2(d)(4)(B);~~

~~(iii) has been convicted of interfering with the lawful inspection of a food establishment; or~~

~~(iv) makes a false statement of material fact in an application for issuance or renewal of a food handler certificate.~~

~~(B) If the director suspects that an applicant or holder is not qualified for a food handler certificate under Section 17-2.2(d)(3)(A)(ii), (iii), or (iv), the director may require the holder or applicant to produce medical confirmation by a physician that the applicant or holder is qualified for a food handler certificate under those provisions.~~

~~(C) If the director denies issuance or renewal of a food handler certificate, or revokes a food handler certificate, the director shall notify the applicant or holder in writing by personal service or regular United States mail. The notice must include the grounds for denial or revocation and a statement informing the applicant or holder of the right to appeal the decision. A copy of the notice must also be given to the food establishment in accordance with Section 17-10.2(n).~~

~~(D) An applicant for or a holder of a food handler certificate may, in accordance with Section 17-10.2(q), appeal the director's decision to deny issuance or renewal of a certificate or to revoke a certificate.~~

~~(5) Food handler certification fees. An applicant shall pay a nonrefundable fee of \$55 for a food handler certificate. The fee for replacing a lost, stolen, or damaged certificate is \$11.~~

~~(6) Exemption. A person holding a current and valid food service manager registration issued by the director under Section 17-2.2(e) is exempt from the requirements to obtain a food handler certificate.]”~~

SECTION 8. That Section 17-3.1, “Adoption of Section 229.164, Texas Food Establishment Rules,” of Article III, “Food,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-3.1. ADOPTION OF SUBCHAPTER C [SECTION 229.164], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter C [Section 229.164] [including Figure 1: 25 TAC §228.71(a)(1)(B) [229.164(k)(1)(A)(ii)], Figure 2: 25 TAC §228.71(a)(2)(A) [229.164(k)(1)(B)(i)], and Figure 3: 25 TAC §228.71(a)(2)(B) [229.164(k)(1)(B)(ii)]] of the Texas Food Establishment Rules is

hereby adopted and made a part of this chapter by reference, except that Section 228.65(a) [~~229.164(e)~~] is not adopted.”

SECTION 9. That Section 17-3.2, “Additional Requirements,” of Article III, “Food,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-3.2. ADDITIONAL REQUIREMENTS.

(a) In addition to the requirements adopted in Section 17-3.1 of this chapter, the requirements contained in this section govern food at food establishments.

(b) Preventing contamination by employees.

(1) Preventing contamination from hands.

(A) Food employees shall wash their hands as specified under Section 228.38(a) [~~229.163(e)~~] of the Texas Food Establishment Rules (relating to management and personnel).

(B) Except when washing fruits and vegetables as specified in Section 228.66(e) [~~229.164(f)(6)~~] of the Texas Food Establishment Rules, food employees shall avoid contact of exposed ready-to-eat food with their bare hands by use of suitable utensils such as deli tissue, spatulas, tongs, or single-use gloves.

(C) Food employees shall minimize bare hand and arm contact with exposed food that is not in a ready-to-eat form.

(2) Preventing contamination when tasting. A food employee may not use a utensil more than once to taste food that is to be sold or served.

(c) Preventing contamination from the premises.

(1) Food storage.

(A) Except as specified in Section 17-3.2(c)(1)(B) and (C), food must be protected from contamination by storing the food:

- (i) in a clean, dry location;
- (ii) where it is not exposed to splash, dust, or other contamination; and
- (iii) at least 15 centimeters (6 inches) above the floor.

(B) Food in packages and working containers may be stored less than 15 centimeters (6 inches) above the floor on case lot handling equipment as specified under Section 228.106(v) [~~229.165(f)(22)~~] of the Texas Food Establishment Rules.

(C) Pressurized beverage containers, cased food in waterproof containers such as bottles or cans, and milk containers in plastic crates may be stored on a floor that is clean and not exposed to floor moisture.

(2) Food storage, prohibited areas. Food may not be stored:

(A) in locker rooms;

(B) in toilet rooms;

(C) in dressing rooms;

(D) in garbage rooms;

(E) in mechanical rooms;

(F) under sewer lines that are not shielded to intercept potential drips;

(G) under leaking water lines, including leaking automatic fire sprinkler heads, or under lines on which water has condensed;

(H) under open stairwells; or

(I) under other sources of contamination.

(d) Outside distribution of time/temperature control for safety [~~potentially hazardous~~] food. A food establishment that serves, sells, or distributes time/temperature control for safety [~~potentially hazardous~~] food outside the premises of a fixed facility must maintain the food at a safe temperature.

(e) Outdoor bars.

(1) An outdoor bar is a food establishment that prepares and serves only beverages at a location not completely housed inside a fixed facility.

(2) An outdoor bar is in compliance with Sections 17-3.1 and 17-3.2 if:

(A) the director finds that the outdoor bar will not result in a health or safety hazard or nuisance; and

(B) the outdoor bar is either:

- (i) limited to a single, fixed structure; or
 - (ii) meets the requirements of this chapter pertaining to a general service mobile food establishment; and
- (C) the outdoor bar complies with all other requirements of this chapter.
- (3) An outdoor bar in compliance with Section 17-3.2(e)(2)(B)(i) must:
 - (A) have overhead protection of a suitable material that:
 - (i) completely covers the food preparation area;
 - (ii) extends at least 18 inches beyond the edge of the service counter; and
 - (iii) if the overhead protection extends to or beyond the edge of a swimming pool, is guttered to prevent the drainage of rainwater into the swimming pool;
 - (B) have service counters, walls, partitions, and doors constructed and finished to impede the entrance of rodents;
 - (C) store and dispense utensils, single service articles, and bar condiments and other unpackaged food only in containers with sealed, self- closing doors;
 - (D) dispense ice only from automatic ice dispensers or from containers with sealed, self- closing doors;
 - (E) provide only single service articles for use by the consumer; and
 - (F) store food (including beverages), utensils, and single service articles in cabinets that are sealed to adequately protect the stored items from contamination by dust, water, insects, and rodents during the times the outdoor bar is not open for business.
- (f) Labeling of foods. Bulk, unpackaged foods that are apportioned to consumers with the assistance of food establishment personnel, including bakery products, need not be labeled if:
 - (1) a health or nutrient content claim, or other claim, is not made;
 - (2) the food is manufactured or prepared on the premises of the food establishment that is owned by the same person and is licensed by the food regulatory agency that has primary jurisdiction; and

(3) ingredients contained in the food, including potential allergens, are provided to the consumer on request from a recipe book or by other means.

(g) Food transportation.

(1) Transportation. A food establishment that transports food shall:

(A) comply with the applicable requirements of Section 17-3.2(c) during the transportation of food;

(B) transport the food in a clean conveyance;

(C) protect food and utensils from contamination by completely wrapping or packaging, except that foods in original individual packages do not need to be overwrapped or covered if the original package is intact.

(2) Carryout food. A food establishment that prepares food for off premises consumption shall place the food in a sack or closed container, or wrap the food in a way that protects it from adulteration, unless:

(A) the food is served in an individual serving;

(B) the food is intended for immediate consumption; and

(C) it is impracticable to enclose or wrap the food (as illustrated by, but not limited to, a serving of ice cream)."

SECTION 10. That Section 17-4.1, "Adoption of Section 229.165, Texas Food Establishment Rules," of Article IV, "Equipment, Utensils, and Linens," of Chapter 17, "Food Establishments," of the Dallas City Code is amended to read as follows:

"SEC. 17-4.1. ADOPTION OF SUBSECTION D [~~SECTION 229.165~~], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter D [~~Section 229.165~~] [including Figure 1: 25 TAC §228.101(c)(1) [~~229.165(a)(3)~~] and Figure 2: 25 TAC §228.111(n)(1) [~~229.165(k)(14)(A)~~]] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference, except that Section 228.109(c) [~~229.165(i)(3)~~] is not adopted.

SECTION 11. That Subsection (c), "Maintenance Equipment," of Section 17-4.2, "Additional Requirements," of Article IV, "Equipment, Utensils, and Linens," of Chapter 17, "Food Establishments," of the Dallas City Code is amended to read as follows:

“(c) Maintenance of equipment. Equipment shall be maintained in a state of repair and condition that:

(1) meets the requirements specified in Subs[~~S~~]ection 228.101(a) and Section 228.102 [~~229.165(a) and (b)~~] of the Texas Food Establishment Rules; and

(2) enables the equipment to perform the function for which it is used, intended, or designed.”

SECTION 12. That Section 17-5.1, “Adoption of Section 229.166, Texas Food Establishment Rules,” of Article V, “Water, Plumbing, and Waste” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-5.1. ADOPTION OF SUBCHAPTER E [~~SECTION 229.166~~], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter E [~~Section 229.166~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference, except that Paragraphs 228.143(a)(1)-(3), Subsection 228.146(b), and Subsection 228.147(e) [~~Subsections (c)(3), (f)(2), and (g)(3) of Section 229.166~~] are not adopted.”

SECTION 13. That Subsection (c), “Hand W[w]ashing, L[l]avatory, W[w]ater T[t]emperature, and F[f]low,” of Section 17-5.2, “Additional Requirements,” of Article V, “Water, Plumbing, and Waste” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(c) Handwashing lavatory, water temperature, and flow.

(1) A handwashing lavatory must be equipped to provide water at a temperature of at least 43 degrees Celsius (110 degrees Fahrenheit) through a mixing valve or combination faucet. A hand wash sink is required within 25 linear feet of a food preparation area.

(2) A steam-mixing valve may not be used at a handwashing lavatory.

(3) Self-closing, slow-closing, sensor-closing, or metering faucets are prohibited in food preparation areas.”

SECTION 14. That Subsection (e), “Grease traps/interceptors” of Section 17-5.2, “Additional Requirements,” of Article V, “Water, Plumbing, and Waste” of Chapter 17, “Food Establishments,” of the Dallas City Code is added to read as follows:

“(e) Grease traps/interceptors. Unless otherwise approved by the director, a food establishment must locate grease traps/interceptors outside the food establishment so that they are easily accessible for cleaning. Grease traps/interceptors located inside the food establishment with the director’s approval must provide a liquid-tight lid flush to the floor in a manner in which no contamination of food or equipment is possible.”

SECTION 15. That Section 17-6.1, “Adoption of Section 229.167, Texas Food Establishment Rules,” of Article VI, “Physical Facilities” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-6.1. ADOPTION OF SUBCHAPTER F [~~SECTION 229.167~~], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter F [~~Section 229.167~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference, except that Sections 228.172 and 228.173 [~~Subsections (b) and (c) of Section 229.167~~] are not adopted.”

SECTION 16. That Subsection (b) “Outdoor A[æ]reas, S[s]urface C[e]haracteristics,” of Section 17-6.2, “Additional Requirements,” of Article VI, “Physical Facilities,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(b) Outdoor areas, surface characteristics.

(1) Walking and driving areas. The outdoor walking and driving areas must be:

(A) surfaced with concrete, asphalt, or gravel or other materials that have been effectively treated to minimize dust, facilitate maintenance, and prevent muddy conditions; and

(B) graded to prevent pooling.

(2) Exterior surfaces. Exterior surfaces of buildings and mobile food establishments must be of weather-resistant materials and must comply with applicable law.

(3) Storage areas. Outdoor storage areas for refuse, recyclables, or returnables must be of materials specified under Subsections (a)-(c), Section 228.152 [~~229.166(1), (2), and (3)~~] of the Texas Food Establishment Rules, which governs water, plumbing, and waste. Only articles necessary for the operation and maintenance of a food establishment and its exterior may be stored on the premises, but only when the storage does not violate this chapter, other city ordinances, or other applicable law.”

SECTION 17. That Subsection (d), “Location of certain equipment,” and Subsection (e), “Auxiliary Equipment,” of Section 17-6.2, “Additional Requirements,” of Article VI, “Physical Facilities,” of Chapter 17, “Food Establishments,” of the Dallas City Code is added to read as follows:

“(d) Location of certain equipment. The food establishment must:

(1) locate equipment that is used as a work surface on which food is prepared (e.g., a meat or vegetable cutting block or bakers table) near a floor drain so that it may be properly cleaned;

(2) maintain unobstructed aisles between equipment of a width sufficient enough to permit passage without a likelihood of causing adulteration of food;

(3) position all readily movable storage equipment (including, but not limited to, pallets, racks, and dollies) to provide accessibility to working areas;

(4) locate an ice machine, if used, inside a food service or food preparation area; and

(5) not locate equipment (including, but not limited to, ice makers and ice storage equipment) under exposed or unprotected sewer lines or water lines, open stairwells, or near other sources of contamination. This requirement does not apply to automatic fire protection sprinkler heads.

(e) Auxiliary equipment.

(1) A food establishment may not locate equipment that is not food service equipment (e.g., water heaters, laundry machines, remote connected refrigerator compressors, or air conditioners) inside a food preparation area unless installation inside that area is otherwise authorized or required by law.

(2) If a water heater is authorized or required to be located inside a food handling area, it must be enclosed with walls or partitions constructed of rigid, smooth, non-absorbent, easily-cleanable materials.

(3) If a food establishment uses mechanical laundry equipment, the establishment must locate the equipment in a separate room, each entrance of which is equipped with a self-closing, solid door that fits tightly.”

SECTION 18. That Section 17-7.1, “Adoption of Section 229.168, Texas Food Establishment Rules” of Article VII, “Poisonous or Toxic Materials,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-7.1. ADOPTION OF SUBCHAPTER G [~~SECTION 229.168~~], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter G [~~Section 229.168~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference.”

SECTION 19. That Section 17-8.1, “Adoption of Section 229.169, Texas Food Establishment Rules,” of Article VIII, “Mobile Food Establishments” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-8.1. ADOPTION OF SECTION 228.221 [~~229.169~~], TEXAS FOOD ESTABLISHMENT RULES.

Section 228.221 [~~229.169~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference, except that Subsections (a), (b), and (c)(2), Section 228.221 [~~229.169~~] are not adopted.”

SECTION 20. That Subsection (b) “Categories of Mobile Food Establishments,” of Section 17-8.2, “Additional Requirements,” of Article VIII, “Mobile Food Establishments,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(b) Categories of M[~~m~~]obile F[~~f~~ood E[~~e~~]stablishments. Mobile food establishments in the city are divided into the following categories:

(1) Limited service. A limited service mobile food establishment is a mobile food establishment from which only the following foods and beverages are served, sold, or distributed:

(A) Food that is prewrapped, bottled, or otherwise packaged in individual servings.

(B) Beverages that are not time/temperature control for safety [~~potentially hazardous~~] and are dispensed from covered urns or other protected equipment.

(2) Vegetable and fruit vendor. A vegetable and fruit vendor is a mobile food establishment from which only raw vegetables and fruits are served, sold, or distributed.

(3) Mobile food preparation vehicle. A mobile food preparation vehicle is a commercially- manufactured, motorized mobile food establishment in which ready-to-eat food is cooked, wrapped, packaged, processed, or portioned for service, sale, or distribution. “Commercially-manufactured” means the vehicle was manufactured, converted, or retrofitted for use as a mobile food preparation vehicle by a person regularly in the business of manufacturing, converting, or retrofitting motorized vehicles as mobile food preparation vehicles for sale or compensation.

(4) General service. Any mobile food establishment that is not a limited service mobile food establishment, a vegetable and fruit vendor, or a mobile food preparation vehicle is a general service mobile food establishment.”

SECTION 21. That Subparagraph (E), Paragraph (1), Subsection (c) “Vehicles,” of Section 17-8.2, “Additional Requirements,” of Article VIII, “Mobile Food Establishments” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(E) provide vehicle liability insurance that is valid for at least six months before scheduling a permitting inspection [~~display on the vehicle, in a manner and location approved by the director, a city telephone number provided by the director through which complaints about the mobile food establishment may be reported~~];”

SECTION 22. That Subsection (g) “Central Preparation Facility or Commissary,” of Section 17-8.2, “Additional Requirements,” of Article VIII, “Mobile Food Establishments” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(g) Central P[re]paration F[acility] or C[ommissary].

(1) Supplies, cleaning, and servicing operations. A mobile food establishment must operate from a central preparation area, commissary, or other fixed food establishment and must report to the location for supplies and for cleaning and servicing operations at the end of each day. Pushcarts must be stored inside the commissary location when not in operation.

(2) Construction. The central preparation facility, commissary, or other fixed food service establishment, used as a base of operation for a mobile food establishment, must be constructed and operated in compliance with this chapter.”

SECTION 23. That Subparagraph (A) of Paragraph (1), “General Operating Requirements,” of Subsection (h) “Operating requirements for Mobile Food Establishments,” of Section 17-8.2, “Additional Requirements,” of Article VIII, “Mobile Food Establishments” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(A) Any person operating a motor vehicle as a mobile food establishment must have a current driver’s license ~~[issued by the State of Texas]~~. It is the responsibility of the permit holder to ensure that the driver of the vehicle has a valid driver’s license.”

SECTION 24. That Subparagraph (M) of Paragraph (4), “General Service,” Subsection (i) “Structural requirements for Mobile Food Preparation Vehicles and General Service Mobile Food Establishments,” of Section 17-8.2, “Additional Requirements,” of Article VIII, “Mobile Food Establishments” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(M) The vehicle must be equipped with mechanical refrigeration equipment if ~~time/temperature control for safety [potentially hazardous]~~ food is stored, prepared, or served on the vehicle. The mechanical refrigeration equipment must have at least 15 cubic feet of usable storage space and be capable of ensuring proper food temperature control during transportation and operation.”

SECTION 25. That Section 17-9.1, “Adoption of Section 229.170, Texas Food Establishment Rules,” of Article IX, “Temporary Food Establishments and Catering Services,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-9.1. ELECTION NOT TO ADOPT[ION OF] SECTION 228.222 [229.170], TEXAS FOOD ESTABLISHMENT RULES.”

Section 228.222 ~~[229.170]~~ of the Texas Food Establishment Rules is not adopted.”

SECTION 26. That Section 17-9.2, “Requirements for Temporary Food Establishments,” of Article IX, “Temporary Food Establishments and Catering Services,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-9.2. REQUIREMENTS FOR TEMPORARY FOOD ESTABLISHMENTS.

(a) Authority. The director shall issue a permit, in accordance with applicable food establishment permit and fee requirements set forth in Article X, to a temporary food service establishment if:

(1) the director finds that the operation will not result in a health or safety hazard or a nuisance;

(2) the operation is limited to a single, fixed location, which may include one or more facilities at the location;

(3) the establishment submits proof to the director that it has obtained all city, state, and federal permits and authorizations necessary to conduct a temporary food service operation, including, but not limited to the following:

(A) an out-of-town vendor must submit a copy of its current local health permit and a copy of its last health inspection from the local health department where the vendor is located; and

(B) a food manufacturer must submit a copy of its state manufacturer's license;

(4) the establishment and its location comply with all requirements of this chapter, the Dallas Development Code, and any other applicable city ordinance or state or federal law; and

(5) the completed application for the permit to operate a temporary food service establishment is received by the director at least 48 hours before the scheduled commencement of the activity or event for which the permit is issued.

(b) Exception. A permit is not required for a temporary food service establishment that does not serve time/temperature control for safety [~~potentially hazardous~~] food and the weekly gross income of which does not exceed \$100.

(c) Limit on permits issued for same premises or address. No more than one temporary food service establishment permit may be issued within any calendar quarter for the same premises or street address, even if the permits are issued to different temporary food service establishments. This subsection does not apply if the permit is issued in conjunction with an activity or event described in Section 17-1.5(b)(16)(A)(i), (ii), (iii), (iv), (v), or (vii) of this chapter.

(d) Expiration. A temporary food service establishment permit expires:

(1) upon expiration of a special event permit, plaza event permit, neighborhood farmers market permit, or other written authorization of the city issued in conjunction with the temporary food service establishment permit for an activity or event described in Section 17-1.5(b)(16)(A)(i), (ii), (iii), (iv), or (vii) of this chapter;

(2) upon expiration of a concession agreement executed by the city in conjunction with the temporary food service establishment permit for an activity or event on property owned or operated by the city; or

(3) 14 days after the issuance of a temporary food service establishment permit for an activity or event described in Section 17-1.5(b)(16)(A)(v) or (vi) of this chapter or upon termination of the activity or event, whichever occurs first.

(e) Food and ice preparation and service. A temporary food establishment required to be permitted under this chapter shall not:

(1) prepare, serve, sell, or distribute more than four time/temperature control for safety menu items within a permitted booth, unless otherwise approved by the director;

(2) prepare, serve, sell, or distribute any food not approved in advance by the director;

(3[2]) prepare time/temperature control for safety [~~potentially hazardous~~] food, except that an establishment may prepare time/temperature control for safety [~~potentially hazardous~~] food that is approved in advance by the director and does not require substantial preparation prior to consumption (including, but not limited to, pre-formed hamburgers, beef fajitas, sausages, hotdogs, and frankfurters) or may provide time/temperature control for safety [~~potentially hazardous~~] food that is:

(A) obtained by the establishment in precooked, individual servings;

(B) stored at a temperature of:

(i) 41° F. (5° C.) or below using mechanical refrigeration (ice chests are not allowed for maintaining cold temperatures); or

(ii) 135° F. (57° C.) or above using mechanical holding units in each booth [~~booth~~] to ensure the proper temperature is maintained (canned heat or Sterno is not allowed for maintaining hot temperatures outdoors); and

(C) served to a consumer in the container in which it was originally packaged;

(4[3]) prepare, serve, sell, or distribute raw seafood or poultry, except when the product is:

(A) pre-cut, breaded, and frozen and ready to be directly placed from the freezer into a fryer; or

(B) precooked;

(5[4]) allow open and unprotected displays of food (when using chafing dishes, only hinged lid dishes are allowed so that at least half of the food remains covered at all times);

(6[5]) permit consumption of ice or contact of ice with food unless the ice is:

(A) obtained from a source that is approved as safe by the director;

(B) in chipped, crushed, or cubed form;

(C) obtained in single-use plastic or wet-strength paper bags that are sealed by the manufacturer and unopened until used by the establishment; and

(D) dispensed from a container that is continuously drained into a waste receptacle approved by the director;

(7[6]) store food in contact with water or undrained ice, except that wet storage of a beverage in a pressurized container is permitted if the water used:

(A) contains not less than 50 mg/l of available chlorine; and

(B) is maintained in a clean condition; or

(8[7]) use water from a source that is not approved as safe by the director.

(f) Operational requirements. An establishment operating under authority of this article shall comply with all of the following requirements:

(1) limit the booth size to a maximum 15x 15 square foot space, unless the event planner offers fixed structures as temporary booths, or as otherwise approved by the director

(2) protect each food and food-contact surface from contamination, including, but not limited to, complying with the following requirements:

(A) All condiments, including, but not limited to, onions, relish, peppers, catsup, and mustard, that are available for customer self-service must be available in individual packets or from an approved dispenser.

(B) All foods, food containers, utensils, napkins, straws, and other single service articles must be stored at least six inches off the floor and adequately protected from splash, dust, insects, weather, and other contamination.

(C) When self-service ice dispensers are not used, ice scoops are required.

(D) Effective hair restraints (such as nets and caps) are required in food preparation and service areas. Food, beverage, and tobacco consumption is prohibited inside food booths, food preparation areas, and food service areas. Gum chewing is prohibited in food preparation and food service areas.

(E) Food handling personnel must wash their hands as frequently as necessary to maintain clean hands, even if disposable gloves are used. Nails must be closely trimmed and maintained. Long fingernails (natural, sculptured, etc.) or chipped nail polish is prohibited.

(F) Animals may not be located within 50 feet of a temporary food establishment or food service area.

(3[2]) Install equipment in a way that permits cleaning and sanitizing and that is not likely to cause adulteration of food, including, but not limited to, complying with the following requirements:

(A) A container of soapy water solution must be provided for washing dirty utensils. This is for emergency use only.

(B) A sanitizer solution must be provided to sanitize clean utensils and equipment. The required residual of 50-100 ppm chlorine may be obtained by placing one tablespoon of bleach in one gallon of water for the sanitizer. Other approved sanitizers may be used. Test papers must be provided to ensure that proper sanitizer concentration is achieved. All utensils must be taken to a commissary location daily to be properly washed, rinsed, and sanitized.

(C) Wastewater (including but not limited to wastewater from handwashing, utensil washing, sinks, and steam tables) must be placed in an approved container until properly disposed. All wastewater must then be disposed of into a sanitary sewer system or in a manner that is consistent with federal, state, and local regulations and requirements relating to liquid waste disposal.

(4[3]) Provide hot and cold running water, under pressure, in a quantity sufficient to maintain personal hygiene of employees and the cleanliness and sanitation of the establishment, except that cold running water that is not under pressure may be used when the establishment will be in operation for fewer than four consecutive calendar days.

(5[4]) Provide a convenient handwashing facility with soap and individual paper towels for persons preparing and serving food, including, but not limited to, complying with the following requirements:

(A) The handwashing facility must have at least a 5-gallon container with a spigot that provides free flowing water.

(B) The handwashing facility must have a catch bucket to collect wastewater from hand washing.

(6[5]) Comply with federal, state, and local regulations and requirements relating to liquid waste disposal.

(7[6]) Use only equipment and utensils that meet the standards set forth in Article IV of this chapter, if the establishment will be in operation for four or more consecutive calendar days.

(8[7]) Use only equipment approved by the director if time/temperature control for safety [~~potentially hazardous~~] foods will be served by the establishment.

(9[8]) Maintain a full-time, on-site food service manager who is currently registered under Article II of this chapter if the establishment will be in operation for four or more consecutive calendar days, except that multiple establishments under the same ownership and management that are operating at the same activity or event may use the same full-time, on-site food service manager.

(g) Design and structural requirements. The design and structural material of a facility that houses a temporary food service establishment must be approved by the director. Each facility must:

(1) be enclosed by barriers at least 32 inches high that prevent customers from entering food preparation areas;

(2) have a serving counter with a depth of at least 12 inches;

(3) have floors constructed of concrete, asphalt, tight-fitting wood, or other similar, easily cleanable material kept in good repair;

(4) if the temporary food service establishment is outdoors, have over every food preparation and serving area a fire resistant overhead covering that protects the interior of the facility from the weather; and

(5) comply with all design and structural standards that may be established by the director for temporary food service establishments.”

SECTION 27. That Section 17-10.1, “Adoption of Section 229.171, Texas Food Establishment Rules,” of Article X, “Compliance and Enforcement,” of the Dallas City Code is amended to read as follows:

“SEC. 17-10.1. ADOPTION OF SUBCHAPTER I [~~SECTION 229.171~~], TEXAS FOOD ESTABLISHMENT RULES.

Subchapter I [~~Section 229.171~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference, except that Figure 1: 25 TAC § 228.251(f) [~~229.171(j)(6)~~] is not adopted.”

SECTION 28. That Paragraph (2) of Subsection (i), “Temporary Food Service Fee,” of Section 17-10.2, “Additional Requirements,” of Article X, “Compliance and Enforcement,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(2) Section 17-10.2(i)(1) does not apply to a temporary food service establishment that:

(A) does not serve time/temperature control for safety [~~potentially hazardous~~] food; and

(B) the weekly gross income of which does not exceed \$100.”

SECTION 29. That Subsection (k), “Payment of Fee,” of Section 17-10.2, “Additional Requirements,” of Article X, “Compliance and Enforcement,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(k) Payment of fee. Except as expressly provided by this article, a fee prescribed by this article is payable on the date and in the manner prescribed by the director. If in a particular year a food establishment fails to pay the annual inspection fee required on or before the due date, the permit of that establishment lapses and the establishment must pay the reinstatement fee required by Section 17-10.2(d)(2), and all other outstanding fees owed to the city under this chapter, before the permit will be renewed. Payments are applied to oldest outstanding balance first.”

SECTION 30. That Subsection (s), “Variances,” of Section 17-10.2, “Additional Requirements,” of Article X, “Compliance and Enforcement,” of Chapter 17, “Food Establishments,” of the Dallas City Code is amended to read as follows:

“(s) Variances.

(1) A food establishment may apply to the director for a variance modifying or waiving the requirements of the Texas Food Establishment Rules or the requirements of this chapter. The food establishment shall apply for the variance on a form provided by the director and shall include in the application all of the information required by Subsection 229.171(c)(2) of the Texas Food Establishment Rules. The application must be accompanied by a nonrefundable application fee of:

(A) \$127 for a variance to allow dogs to be present in the outdoor patio area of a food establishment under Subsection (s)(7);

(B) \$95 for a variance to allow the preparation, cooking, and service of raw poultry, raw seafood, and non-fast-cooked food items on a mobile food preparation vehicle under Subsection (s)(8); and

(C) \$100 for all other variances applied for under this subsection.

(2) The director may grant a variance by modifying or waiving the requirements of ~~[the as authorized in]~~ Subchapter I, Subsections 228.243(a)-(c), [Section 229.171(c)] of the Texas Food Establishment Rules or the requirements of this chapter if, in the opinion of the director, a health hazard or nuisance will not result from the variance.

(3) If a variance is granted, the director shall retain in its records for the food establishment the information provided by the applicant under Subchapter I, Subsection 228.243(b), [Section (229.171(c)(2))] of the Texas Food Establishment Rules. A food establishment granted a variance shall comply with Subchapter I, Subsection 228.243(c), [Section 229.171(c)(3)] of the Texas Food Establishment Rules and any conditions or standards for the variance established by the director or this chapter.

(4) A variance granted under this section is nontransferable. The variance expires two years after the date it is granted by the director, unless it is sooner revoked by the director or terminated by the food establishment. A variance may be renewed through the application process set forth in Paragraph (1) of this subsection.

(5) The director shall deny or revoke a variance under this section if:

(A) the food establishment made a false statement as to a material matter on or in connection with the request for the variance or on or in connection with the permit application for the food establishment;

(B) the food establishment does not hold a valid permit issued under this chapter;

(C) the director determines that a health hazard or nuisance will result or has resulted from the variance;

(D) the food establishment failed to pay a fee required under this chapter at the time it was due; or

(E) the food establishment is in violation of any term or condition of the variance as established by the director, this chapter, or state law.

(6) If the director denies or revokes a variance, the director shall notify the applicant in writing by personal service or regular United States mail. The notice must include the reasons for the denial or revocation and a statement informing the applicant of the right to appeal the decision in accordance with Subsection (q) of this section.

(7) If, pursuant to this section, the director grants a variance to Subchapter F, Subsection 228.186(o), [~~Section 229.167(p)(15)~~] of the Texas Food Establishment Rules (which prohibits animals on the premises of a food establishment) to allow dogs to be present in the outdoor patio area of a food establishment, then the food establishment shall comply with the following conditions and standards in addition to any other conditions and standards established by the director for the variance:

(A) Except as allowed under Subchapter F, Subsection 228.186(o), [~~Section 229.167(p)(15)~~] of the Texas Food Establishment Rules, no dog may be present inside the food establishment or on any playground area of the food establishment.

(B) A separate entrance must be provided from the outside of the food establishment to the outdoor patio so that a dog will have direct access to the patio without entering the interior of the food establishment or any playground area of the food establishment. A dog on an outdoor patio may not be allowed within seven feet of any entrance to the interior of the food establishment, except when necessary to enter or exit the patio.

(C) A sign must be posted at the front entrance of the food establishment and on the outdoor patio so that it is easily visible to the public. The sign must state: "DOG FRIENDLY PATIO - DOG ACCESS ONLY THROUGH OUTDOOR PATIO. FOR COMPLAINTS RELATED TO THE DOG FRIENDLY PATIO, CALL 311." The sign shall be no smaller than 9-1/2 long by 12 inches wide. The sign must be printed in English and Spanish bolded with the lettering at least 36 inches high in contrasting colors landscape orientation.

(D) Doors equipped with self-closing devices must be provided at all entrances to the outdoor patio from the interior of the food establishment.

(E) No food preparation, including mixing drinks or serving ice, may be performed in the outdoor patio area, except that a beverage glass may be filled on the patio from a pitcher or other container that has been filled or otherwise prepared inside the food establishment.

(F) The outdoor patio must be continuously maintained free of visible dog hair, dog dander, and other dog-related waste or debris. The outdoor patio must be hosed down or mopped with animal friendly chemicals at the beginning of each shift during which food or beverages will be served (breakfast, lunch, dinner, or late-hours), or, if a food establishment has continuous food or beverage service without designated shifts, then every six hours that the establishment is open for business, except that cleaning under this subparagraph is not required if no dog has been present on the outdoor patio since the last cleaning. Waste created from a dog's bodily functions must be cleaned up with animal friendly chemicals within five minutes after each occurrence. All dog waste must be disposed of outside of the food establishment in an appropriate waste receptacle. Equipment used to clean the outdoor patio must be kept outside of the food establishment. The food establishment shall maintain a log of the cleaning schedule of the dog friendly patio and make the log available to the director for inspection upon request.

(G) While on duty, wait staff or other food handlers at the food establishment may not pet or have contact with any dog.

(H) A dog must be kept on a leash and remain in the control of the customer while in the outdoor patio area. The dog must be wearing a collar or harness with a current rabies tag attached to it.

(I) A dog is not allowed on a seat, table, countertop, or similar surface in the outdoor patio area.

(J) A dog is not allowed to have contact with any dishes or utensils used for food service or preparation at the food establishment.

(K) A dog may not be given any food (including, but not limited to, dog kibble, biscuits, and edible treats) while in the outdoor patio area, but may be given water in a disposable container.

(L) On the outdoor patio, the food establishment must create and maintain a separate dog-free area with a minimum of seven feet of separation from the dog-friendly patio area. The food establishment is responsible for informing its patrons of the dog-free area and must enforce the seven-foot spacing during all hours of operation.

(8) If, pursuant to this section, the director grants a variance to Section 17-8.2(h)(2)(C) of this chapter (which allows only fast-cooked food items to be prepared on a mobile food preparation vehicle and prohibits raw poultry or raw seafood from being prepared or cooked on the vehicle) to allow raw poultry, raw seafood, and non-fast-cooked food items to be prepared, cooked, and served from a mobile food preparation vehicle, then the food

establishment shall comply with the following conditions and standards in addition to any other conditions and standards established by the director for the variance:

(A) The applicant must submit to the director detailed plans regarding the preparation, cooking, and service of the raw poultry, raw seafood, and non-fast-cooked food items on the mobile food preparation vehicle. The plans must include all of the following information:

(i) A description of the raw poultry, raw seafood, and non-fast-cooked food items and how they will be prepared, cooked, and served.

(ii) Details of how the raw poultry, raw seafood, and non-fast-cooked food items will be stored on the vehicle.

(iii) Any other information or documentation the director deems necessary to determine whether or not a health hazard or nuisance will result from granting the variance.

(B) The food establishment must not have committed more than a total of three violations of this chapter or the Texas Food Establishment Rules within the preceding 12-month period that involved any mobile food preparation vehicle or fixed food facility operated by the food establishment, regardless of whether such violations were committed by an owner, officer, operator, manager, other person in charge, or employee of the food establishment.

(C) The food establishment must not have had any confirmed foodborne illnesses at any of its locations within the preceding 24 months.

(D) The food establishment must not have scored less than 80 on two separate graded food inspections within the preceding 24 months.

(E) Cutting of raw poultry or raw seafood is prohibited on a mobile food preparation vehicle, except for seafood intended to be consumed raw.

(9) An owner, officer, manager, or other person in charge of a food establishment commits an offense if he, either personally or through an employee or agent, violates, allows a violation of, or fails to comply with a term or condition of a variance granted under this section.”

SECTION 31. That Section 17-11.2, “Additional Requirements,” of Article XI, “Heimlich maneuver poster,” of the Dallas City Code is amended to read as follows:

“SEC. 17-11.2. ADDITIONAL REQUIREMENTS.

~~[Reserved.]~~

(a) General. All food establishments that provide dining areas shall post the Heimlich maneuver sign in a place conspicuous to employees and customers.

(b) Specifications: The sign shall:

- (1) be no smaller than 11 inches wide by 17 inches long;
- (2) be printed in English and Spanish and in at least two conspicuous contrasting colors on a white background;
- (3) provide major title and figure blocks in contrasting color to remaining copy blocks;
- (4) provide major headings with a minimum bold 72 point font;
- (5) provide initial subheadings with a minimum bold italic 60 point font;
- (6) provide secondary subheadings with a minimum bold 24 point font; and
- (7) provide a body copy in bold 14 point font.”

SECTION 32. That Section 17-12.1, “Adoption of Section 229.174, Texas Food Establishment Rules,” of Article XII, “Bed and Breakfast Extended Establishments,” of the Dallas City Code is amended to read as follows:

“SEC. 17-12.1. ADOPTION OF SECTION 228.223 [~~229.174~~], TEXAS FOOD ESTABLISHMENT RULES.

Section 228.223 [~~229.174~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference.”

SECTION 33. That Section 17-13.1, “Adoption of Section 229.175 Texas Food Establishment Rules,” of Article XIII, “Outfitter Operations,” of the Dallas City Code is amended to read as follows:

“SEC. 17-13.1. ADOPTION OF SECTION 228.224 [~~229.175~~], TEXAS FOOD ESTABLISHMENT RULES.

Section 228.224 [~~229.175~~] of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference.”

SECTION 34. That Article XIV, “Self Service Food Market,” of the Dallas City Code is added to read as follows:

“ARTICLE XIV.

SELF SERVICE FOOD MARKET.

SEC. 17-14.1. ADOPTION OF CHAPTER 228, SUBCHAPTER H, SECTION 225

Section 228.225 of the Texas Food Establishment Rules is hereby adopted and made a part of this chapter by reference.

SEC. 17-14.2. ADDITIONAL REQUIREMENTS.

Reserved.”

SECTION 31. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 32. That Chapter 17 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 33. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 34. That this ordinance shall take effect on July 1, 2016, except that the requirements in Section 17-10.2(s)(7)(C) take effect September 1, 2016, and it is accordingly so ordained.

APPROVED AS TO FORM:

Christopher D. Bowers, Interim City Attorney

By _____
Assistant City Attorney

Passed _____

AGENDA ITEM # 8

KEY FOCUS AREA: Public Safety

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Court & Detention Services

CMO: Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize an Interlocal Agreement to establish concurrent jurisdiction of the municipal courts of the City of Rowlett and the City of Dallas for cases punishable by fine only on the bridges and causeways for the areas adjacent to Lake Ray Hubbard as authorized by 4.14(f) and 4.14(g) of the Texas Code of Criminal Procedure and sections 29.003(h) and 29.003(i) of the Texas Government Code - Financing: No cost consideration to the City

BACKGROUND

Senate Bill 631 was passed by the Texas Legislature and signed by the Governor - and became effective - on June 19, 2015. The bill amends section 4.14(f) of the Code of Criminal Procedure and section 29.003(h) of the Government Code to revise the population threshold for municipalities seeking to enter into interlocal agreements for overlapping municipal court jurisdiction. The minimum threshold has been revised from 1.9 million to 1.19 million, to encompass Houston, San Antonio and Dallas.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item was provided to the Public Safety Committee on April 25, 2016.

FISCAL INFORMATION

No cost consideration to the City.

May 11, 2016

WHEREAS, the City of Dallas owns and has territorial jurisdiction over territory that lies within and adjacent to the shoreline of Lake Ray Hubbard, which is also contiguous to the jurisdictional limits of the City of Rowlett; and

WHEREAS, the territory that constitutes the subject of this Agreement (the "Territory") consists of certain parts of Lake Ray Hubbard as well as land owned by the City of Dallas that is situated between Dallas' perimeter boundary at Lake Ray Hubbard and the normal pool elevation of Lake Ray Hubbard (the "Take Area"); and

WHEREAS, the City of Dallas and the City of Rowlett have entered into an Interlocal Agreement and Lease, dated January 22, 2001 (the "Master Lease"), which attempts to protect the Lake and establish certain rights and obligations on the parties within the Take Area; and

WHEREAS, section 4.14(f) of the Texas Code of Criminal Procedure and section 29.003(h) of the Texas Government Code provide that a municipality with a population of 1.19 million or more may enter into an agreement with a contiguous municipality to establish concurrent jurisdiction of the municipal courts in the municipalities for all cases arising under state law that are committed on the boundary of those municipalities or within 200 yards of that boundary and that are punishable by fine only; and

WHEREAS, section 4.14(g) of the Texas Code of Criminal Procedure and section 29.003(i) of the Texas Government Code provide that a municipality may enter into an agreement with a contiguous municipality to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose, for all cases that arise under the ordinances of the municipality and that are punishable by fine; and

WHEREAS, by this Agreement, the parties desire to provide for the public health, safety and welfare by establishing concurrent municipal court jurisdiction over offenses occurring within the Territory, by conferring concurrent jurisdiction in the City of Rowlett Municipal Court over offenses occurring within the Territory. **Now, Therefore,**

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

Section 1. That the City Manager is hereby authorized to enter into an Interlocal Agreement to establish concurrent jurisdiction of the municipal courts of the City of Rowlett and the City of Dallas for cases punishable by fine only on the bridges and causeways for the areas adjacent to Lake Ray Hubbard as authorized by 4.14(f) and 4.14(g) of the Texas Code of Criminal Procedure and section 29.003(h) and 29.003(i) of the Texas Government Code.

May 11, 2016

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 # 9

KEY FOCUS AREA: Economic Vibrancy
Clean, Healthy Environment

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

A resolution authorizing a Property Assessed Clean Energy ("PACE") Program for financing water conservation and energy-efficient improvements to commercial, industrial and multi-family properties within the city; and approval of the terms of the program as defined in the Dallas PACE Report 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 furthers 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.

BACKGROUND (Continued)

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. 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; (2) Make the report available for public inspection; (3) Adopt a resolution of intent to create the proposed program; (4) Hold a public hearing to receive comments on the proposed program; and (5) Adopt a resolution to create the program.

The City has completed the first four steps. The resolution of intent to create the program was approved by City Council on September 22, 2015, and the public hearing was held on October 14, 2015.

The final step, a resolution to authorize the establishment of a PACE program, will be considered by City Council on May 11, 2016.

BACKGROUND (Continued)

Additionally, in late 2015, the City issued a Request for Competitive Sealed Proposals (RFCSP) to select a qualified third-party administrator for the Dallas PACE program. That evaluation process is now finished and the selection of a third-party administrator will also be considered as a separate but related agenda item on May 11, 2016.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

An informational memo about PACE was provided to the Quality of Life and Environment Committee on September 26, 2014.

An informational briefing about establishing a PACE program for the City of Dallas was presented to the Economic Development Committee on June 15, 2015.

Information about the Dallas PACE program was provided to the Economic Development Committee on September 8, 2015.

City Council adopted Resolution No. 15-1748, a Resolution of Intent to create a Dallas Property Assessed Clean Energy ("Dallas PACE") program on September 22, 2015.

City Council held a public hearing on the Dallas PACE program on October 14, 2015.

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FINANCIAL INFORMATION

No cost consideration to the City

May 11, 2016

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government to designate an area of the territory of the local government (or the whole territory of the local government) as a region within which an authorized local government official and the record owners of commercial, industrial, agricultural, and large multi-family residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified water or energy saving improvements to commercial, industrial, agricultural, and large multi-family residential real property within the City of Dallas will further the goals of water and energy conservation without cost to the public; and

WHEREAS, the City finds that facilitating the financing of water and energy conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions; and

WHEREAS, on September 22, 2015, City Council adopted Resolution No. 15-1748, a Resolution of Intent to create a Dallas Property Assessed Clean Energy (“Dallas PACE”) program and to designate the entire geographic area within the City’s jurisdiction as a PACE region pursuant to the PACE Act; and

WHEREAS, the City prepared and published a report on the proposed Dallas PACE financing program, as required by Local Government Code, Section 399.009 (the “Report”) representing the terms and conditions of the Dallas PACE program and that report is attached herein as **Exhibit A**; and

WHEREAS, on October 14, 2015, City Council held a public hearing, at which public comments were received regarding the Dallas PACE financing program, including the Report; and

WHEREAS, the City intends to select a qualified, third-party entity to serve as the Program Administrator, subject to Council approval; and

WHEREAS, for the reasons set forth in the Resolution of Intent, the City Council finds that it is convenient and advantageous to establish a PACE program under the PACE Act and now intends to adopt a Resolution to Create a Dallas PACE program and the terms of that program pursuant to Section 399.008 of the PACE Act.

May 11, 2016

NOW, THEREFORE,

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

Section 1. That the City hereby adopts this resolution to create a program called Dallas Property Assessed Clean Energy ("Dallas PACE") pursuant to the PACE Act and finds that facilitating the financing of qualified projects through contractual assessments is a valid public purpose.

Section 2. That the Report on the Dallas PACE program (Exhibit A), prepared in accordance with Section 399.009 of the PACE Act, including any amendments hereto, is attached and incorporated into this resolution and shall govern the PACE program.

Section 3. That the City Manager, or his or her designee, may amend any aspect of the Dallas PACE program after holding another public hearing, unless the change requires the expenditure of public funds, in which case the City Council must approve the change and appropriate the funds.

Section 4. That all financing for the PACE program will be provided by or through third-party lenders.

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.

CITY OF DALLAS

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

REPORT REQUIRED BY TEX. LOCAL GOV'T CODE SEC. 399.009

BACKGROUND

This report is adopted by the Dallas City Council for the City of Dallas Property Assessed Clean Energy ("Dallas PACE") program (the "Program"), as required by Tex. Local Gov't Code Sec. 399.009 (the "PACE Act").

A City of Dallas PACE program furthers 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. City staff estimates there are over 21,000 commercial, industrial or multi-family housing properties within the City of Dallas that may eligible for PACE financing based on building condition (good, average, fair or poor).

The City of Dallas and its constituents benefit when privately-owned commercial and industrial properties and multi-family residential properties with five or more than units are retrofitted with equipment that reduces demand for electric power and water. To encourage private sector investment in water and energy conservation within the City of Dallas, the creation of a voluntary program is being proposed that requires no use of taxpayer funds or risk to the local treasury.

The Property Assessed Clean Energy Program

The Dallas PACE program is an innovative financing program that enables owners of privately owned commercial and industrial properties and residential properties with five or more units to obtain low-cost, long-term loans for water conservation, energy-efficiency improvements, and renewable retrofits.

Passed and signed into Texas state law during the 2013 legislative session, the PACE statute, SB 385 (now Tex. Local Gov't Code Chap. 399), authorizes municipalities and counties in Texas to work with private sector lenders and property owners to finance qualified improvements ("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 improvement, 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.

Exhibit A

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.

What are the Benefits of PACE?

The benefits of PACE are multi-faceted. Improvements financed with PACE loans will enable commercial, industrial, agricultural, and multifamily properties with five or more units to achieve greater energy efficiency and help conserve the area's water resources.

Among other things, these improvements can:

- Save substantial amounts in utility costs;
- Promote local job creation;
- Reduce demand on the energy grid;
- Support the state's water plan;
- Enhance the value and efficiency of existing buildings, enabling some buildings to become LEED certified;
- Reduce greenhouse gas emissions;
- Mitigate split incentive issues between landlords and tenants related to investments in energy efficiency and water conservation improvements; and
- Establish significant business opportunities for engineers, energy and water conservation consultants, construction contractors, commercial lenders, and investors.

PACE is tax neutral and does not impose a burden on the City's general fund. In the aggregate, PACE improvements will promote long-term economic development in Texas by helping the state obtain energy and water security.

Exhibit A

Who Can Participate in PACE?

PACE is a voluntary program. Any owner of commercial, industrial, agricultural, or multi-family¹ residential property located within the City of Dallas will be eligible to participate in PACE financing. PACE financing will not be available for facilities for undeveloped lots or lots undergoing development at the time of the assessment, products or devices not permanently fixed to real property, or undeveloped land in the City of Dallas.

What Types of Improvements Qualify for PACE Financing?

PACE financing may be used to pay for permanent improvements to privately owned commercial, industrial, agricultural, or eligible multi-family real property that are intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature.

Typical examples of qualified improvements include:

- HVAC upgrades;
- High efficiency chillers, boilers, and furnaces;
- High efficiency water heating systems;
- Energy management systems and controls;
- Renewable energy systems;
- Mechanical system modernization;
- High efficiency lighting upgrades;
- Building enclosure/envelope improvements;
- Water conservation systems;
- Combustion and burner upgrades;
- Fuel switching;
- Heat recovery and steam traps;
- Wastewater recovery and reuse systems;
- Systems to capture and use alternate, on-site sources of water (A/C condensate, rainwater, reverse osmosis reject water, foundation drain water, etc.);
- On-site improvements to accommodate the use of municipally reclaimed water;
- Water management systems and controls (indoor and outdoor);
- Switching from water cooled systems to air or geothermal cooled systems; and
- High efficiency irrigation equipment

Who Will Administer the Program?

The City of Dallas intends to select a qualified, third-party entity to serve as the Program Administrator, subject to City Council approval.

¹ Residential property consisting of five or more units is eligible for PACE financing

Exhibit A

The Benefits of PACE to Property Owners

PACE assessments enable property owners to overcome traditional barriers to capital investments in commercial, industrial, or multi-family real property. Owners who use PACE financing can instead capitalize the money previously spent on utilities; the utility cost savings achieved by a retrofit can help to pay for the retrofit itself. Property owners end up with more energy efficient property and access to recurring utility savings and pay only for the assessment installments that are due while they own the property.

The Benefits of PACE to the City of Dallas

By creating new investment opportunities, PACE will stimulate economic growth and development as well as energy efficiency in Dallas. Improvements financed through PACE will reduce energy and water consumption, thereby helping the community achieve critical energy and water conservation goals. For Dallas as a community facing potential non-attainment levels under the Clean Air Act, PACE provides a very real opportunity to dramatically reduce building energy consumption and the emissions associated with energy generation. PACE programs will also improve the quality of the systems within the City's commercial and industrial building stock. Importantly, the benefits of PACE for Dallas can be realized with minimal financial support from the local government and, once established, can be self-sustaining.

The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their prior written consent as a condition to participation in the PACE program.

The Benefits of PACE to Contractors, Engineers, Consultants, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will open business opportunities for contractors, engineers, consultants, and manufacturers throughout the commercial and industrial sectors in Dallas.

COMPONENTS OF THE PROGRAM

1) Map of Region

A map of the boundaries of the region included in the program is attached to this report as **Exhibit 1**. The region encompasses the entire territorial jurisdiction of the City of Dallas.

Exhibit A

2) Form Contract with Owner

A form contract between the City of Dallas and the record owner of qualified real property, specifying the terms of the assessment under the Program and the financing to be provided by a qualified third-party lender of the property owner's choosing, is attached to this report as **Exhibit 2**.

3) Form Contract with Lender

A form contract between the City of Dallas and a qualified third-party lender chosen by a property owner regarding providing the financing and servicing of the debt through assessments is attached to this report as **Exhibit 3**.

4) Eligibility

Lenders

Eligible third-party lenders may include:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business Administration small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million;
 - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;
 - Can provide independent certification as to availability of funds; and
 - Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any eligible lender can participate in the PACE program. Nothing in this section is intended to prohibit a property owner from identifying and selecting its own source of funding, whether or not from the eligible list, so long as the lender is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Property Owners

To be eligible for PACE financing, properties must be privately owned (the PACE Act does not apply to government buildings) and must be within the boundaries of the City of Dallas. The property can be commercial real property, including non-profit real property including private schools, private medical facilities, religious property, etc., industrial property and residential real property with five or more dwelling units.

Exhibit A

Project Types

The following types of projects are qualified projects that may be subject to contractual assessments under the Program, as provided in the PACE Act, Tex. Local Gov't. Code Chapter 399:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial or industrial real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

Additionally, improvements to government property are ineligible. Examples of types of projects can be found on page three of this document.

5) Authorized City Representative

The City of Dallas designates the City Manager as the authorized local government representative for the PACE program. The City Manager may delegate the authority as necessary.

6) Plans for Ensuring Sufficient Capital

Sufficient capital for third-party financing of qualified projects will be provided by third-party capital providers. Such financing will be repaid by collections from property owners through financing documents executed between the owners and the lenders, enabling those capital providers to fund additional qualified projects. The Program Administrator's website will offer a list of interested qualified capital providers to assist property owners interested in funding PACE projects; however, property owners can use any qualified lender, who will also service the assessment, who wishes to participate in the program. Information available about interested, qualified lenders will include contact information, and preferred project size/scope. The lenders will ensure that property owners requesting to participate in the PACE program demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

7) Role of the PACE Program Administrator

The City of Dallas intends to select a PACE Program Administrator through a competitive procurement process. The PACE Program Administrator will be responsible for overseeing the PACE program and coordinating efforts between the property owners and lenders throughout the application process, receiving written verification from the lender regarding the financial ability of the applicants, gathering reporting data to comply with the statute and maintaining a Dallas PACE website.

The PACE Program Administrator will not guarantee or imply that funding will be automatically provided from a third-party lender; imply or create any approval, endorsement or certification of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lenders.

The PACE Program Administrator will not guarantee or imply that a favorable energy review will be automatically provided from an independent third-party reviewer; imply or create any approval, endorsement or certification of, or responsibility for, any reviewer; or create any type of express or implied favoritism for any third-party reviewer.

Exhibit A

Application

The PACE Program Administrator will draft and distribute the PACE application, as well as accept and review the property owner's completed application. If the project meets eligibility requirements, the PACE Program Administrator will provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing). The PACE Program Administrator will inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, obtaining all necessary permits, determining final project scope and completing and submitting a closing verification package.

The PACE Program Administrator will conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including:

- Is the legal property owner of the benefited property, and;
- Is current on mortgage and tax payments, and;
- Is not insolvent or the subject of bankruptcy proceedings, and;
- Holds a title to the property to be subject to a PACE assessment that is not in dispute; and
- Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.

Ensuring Financial Ability of Applicants

The PACE Program Administrator will review verification by the property owner, lender and mortgage holder (if any) that the property owner:

- Has not been delinquent in the payment of its ad valorem taxes in the previous three years;
- Is in good financial standing;
- Has not been the subject of bankruptcy proceedings in the previous five years;
- Is not subject to any outstanding, unsatisfied final judgment;
- Has not had any property sold at foreclosure in the previous five years;
- Has provided a Certificate of Status from the Secretary of State of Texas;
- Has provided a Certificate of Account Status from the Texas Comptroller of Public Accounts;
- Has provided a current title report and verified that the property is not subject to any liens, including mechanics liens;
- Has provided notice to any preexisting mortgagee and has provided the written consent of the mortgagee; and

Prior to construction, the PACE Program Administrator will also review copies of permits and other verifications (as provided by the project owner) that plans are in compliance with City regulations.

Reporting Data

The PACE Program Administrator will compile and provide to the City quarterly progress reports with basic performance statistics. The PACE Program Administrator will also compile information to be used in an annual report, which shall include aggregated program information, best practices, lessons learned and recommendations for improvements. Property owners are encouraged to use EPA's portfolio manager

Exhibit A

to capture basic reporting elements and then forward this information to the PACE Program Administrator.

Website

The PACE Program Administrator is responsible for creating the content and providing updates for a Dallas PACE program website which will, at a minimum, contain the following information: list of eligible lenders, list of qualified third-party reviewers, application form/instructions, the PACE Technical Standards Manual (**Exhibit 5**) and this document.

8) No Use of Bonds or Public Funds

The City of Dallas does not, at this time, intend to use bonds or other public funds to capitalize PACE projects. All financing will be provided to property owners by qualified third-party lenders chosen by the property owners.

9) Ensuring Measure Life Exceeds Payment Period

Assurance that the period of each contractual assessment does not exceed the useful life of the qualified project that is the basis for the assessment will be determined by the PACE Program Administrator based on a report conducted by an independent third-party reviewer (a qualified engineer) chosen by the property owner as well as the term provided by the lender. The PACE Program Administrator shall be responsible for ensuring that in all PACE financing submittals to the City the term provided by the lender does not exceed the useful life of the qualified improvements.

10) Application Process

The Program Administrator will accept written or electronically submitted applications from property owners seeking to finance qualified projects to be repaid through contractual assessments under the Program. Each application must be accompanied by the required application fee and must include (1) a description of the specific qualified improvements to be installed or modified on the property, (2) a legal description of the specific real property to which the qualified improvements will be permanently fixed, and (3) the total amount of financing requested to be repaid through assessments. The application fee may be expressed as a set amount, a percentage of the amount of assessment or in any other manner.

Based on this information, the Program Administrator may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet Program requirements.

Based on this preliminary letter, the property owner may engage an independent third-party review of the project under the PACE Technical Standards Manual (**Exhibit 5**) and submit the project to third-party capital providers for approval of financing.

Once these processes are completed, the property owner may submit a complete application packet to the Program Administrator as part of the closing verification review, including (1) the report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project, (2) such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments and (3) all other information required by the Program Administrator.

Exhibit A

A project may be scheduled for closing once appropriate City approvals and signatures on the contracts have been obtained.

11) Financial and Project Verification Requirements

The Program Administrator will determine from the written application of a property owner and such other information as may be requested from the owner or obtained from other sources whether the owner, the property, and project are eligible for the financing of qualified improvements under the Program. Once verification has been made, it is conclusively established that the improvement is a qualified improvement and the project is a qualified project. The Program Administrator will determine on the basis of the report of a qualified independent third-party reviewer whether the proposed improvements are reasonably likely to decrease energy or water consumption or demand and whether the period of the requested assessment does not exceed the useful life of the project. The lender chosen by the owner will determine whether the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments. Ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including verification that the person requesting to participate in the program is the legal record owner of the benefitted property, is current on mortgage and property tax payments, and is not insolvent or in bankruptcy proceedings, that the title of the benefitted property is not in dispute, and that there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

The PACE statute requires that the method for ensuring a demonstration of financial ability must be based on appropriate underwriting factors, including requiring an appropriate ratio of the amount of the assessment to the assessed value of the property. Additional guidance regarding the appropriate underwriting standards can be found in the PACE in a box document (see <http://www.keepingpaceintexas.org/pace-in-a-box/>) and includes the following:

Savings to Investment Ratio

The Savings to Investment Ratio (SIR) is the ratio of anticipated monetary utility savings to a participating property owner compared to the total cost invested in the property conservation improvements. The SIR is expressed as the estimated savings over the life of the assessment divided by the amount financed through the voluntary PACE assessment. As an underwriting standard, a positive SIR will provide a lender greater assurance that a participating owner/borrower will realize a positive cash flow under the terms of the project and can service the debt at presumably no net cost or impact to normal cash flow from operations.

The responsibility for achieving the projected savings lies with the property owner. One method owners may use in evaluating improvement measures is to calculate and compare the SIR for each conservation measure. To ensure a $SIR > 1$ over the life of the assessment, the City of Dallas PACE Program and project participants may:

- Use energy auditing and modeling to identify measures that will yield a $SIR > 1$;
- Calculate SIR based on an entire project rather than on each individual measure; and
- Incorporate normal elements of generally accepted business calculations, such as depreciation and reasonable projections of changes in utility prices.

Exhibit A

A third-party lender and a property owner may request a waiver from the rule requiring a savings to investment ratio of greater than one (SIR >1) where an exception can be justified.

PACE Assessment Cost to Assessed Building Value Ratio

The PACE statute in Texas requires a PACE program to establish an appropriate threshold for the ratio of the amount of the PACE loan to the assessed value of the property as determined by the Appraisal District having jurisdiction over the property. The lower the ratio of new debt (the PACE assessment) to the value of the property, the less risk that the additional debt burden of a PACE assessment becomes a burden to the overall economic function of the property. The amount financed using a PACE assessment should not exceed twenty percent (20%) of the assessed value of the property. A third-party lender and a property owner may request a waiver from the rule limiting the PACE assessment to 20% of the assessed value of the property where an exception can be justified.

12) Mortgage Holder Notice and Consent

Before the Authorized City Representative may enter into a written contract with the owner of real property to impose an assessment to repay the financing of a qualified project under the Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the Program on or before the 30th day before the date the contract is executed and the written consent of the mortgage holder must be obtained by the owner.

Applicants will be required to demonstrate notice to and consent of an existing mortgage lien holder by providing a form signed by the mortgagee with the PACE program application. The Program Administrator will make the consent form available to the applicant.

13) Imposition of Assessment

Upon (a) notification to the Program Administrator of the written consent of any mortgage lien holder, (b) a determination by the Program Administrator that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the project, and (c) notification to the Program Administrator by the lender that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments, the Authorized City Representative will enter into a written contract with the owner on the form attached hereto as **Exhibit 2**, imposing a contractual assessment on the owner's property to repay the owner's financing of the qualified project. A Notice of Contractual Assessment Lien, in the form attached hereto as **Exhibit 4**, will be filed by the City for recording in the Official Public Records of the appropriate county as notice to the public of the assessment from the date of filing. The contract and the Notice of Contractual Assessment Lien must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act. After the notice of contractual assessment is recorded, the lien may not be contested on the basis that the improvement is not a qualified improvement or the project is not a qualified project. The assessment will include the costs and fees permitted in the statute.

14) Collection of Assessments.

Upon the execution of the written contract between the Authorized City Representative and the property owner and recording of the Notice of Contractual Assessment Lien, the owner will be authorized to purchase directly the equipment and materials for the qualified improvement and contract directly,

Exhibit A

including through lease, power purchase agreement, or other service contract, for the installation or modification of the qualified improvements; and the owner will be authorized to execute financing documents with the lender to repay the financing secured by the assessment. The financing will be advanced by the third-party lender to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached hereto as **Exhibit 3**, the lender or a designated servicer will agree to service the debt secured by the assessment. The lender will retain the owner's payments to repay the debt and remit to the Program Administrator any administration fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (a) The assignment or transfer is made to a qualified lender, as defined above; and
- (b) The property owner, Program Administrator, and City of Dallas are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
- (c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of lender's obligations under the lender contract.

15) Verification Review

As a precondition to closing, the PACE Program Administrator will ensure receipt of certification from an independent third-party reviewer that each proposed qualified project has undergone a review of water or energy baseline conditions and the projected water or energy savings to establish that the projected water or energy savings meet the PACE Technical Standards Manual.

After a qualified project is completed, the Program Administrator will require the property owner to provide verification by a qualified independent third-party reviewer that the qualified project was properly completed and is operating as intended.

16) Quality Assurance and Antifraud Measures

Quality assurance and anti-fraud measures will be instituted for the Program by the Program Administrator with consultation with the City. The Program Administrator will review each PACE application for completeness and verify the supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy Program underwriting and technical standards requirements. The property owner or the owner's contractor will be required to provide copies of all required permits and releases of lien and a statement that the project was constructed in accordance with the PACE Program guidelines and has complied with all applicable local, state, and federal laws. Measures will be put in place to provide safeguards, including a review of the energy/water savings baseline and certification of compliance with the Technical Standards Manual from an independent third-party reviewer (ITPR) who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, there will be a final site inspection by an ITPR who will determine whether the project was completed and is operating properly. The reviewer's certification will

Exhibit A

also include a statement that the reviewer/inspector is qualified and has no financial interest in the project.

17) Delinquency

Under the terms of the form lender contract attached hereto as **Exhibit 3**, if a property owner fails to pay an agreed installment to repay the financing secured by PACE assessments under the program, the lender will agree to take at least the following steps to collect the delinquent installment:

- (a) Mail a written notice of delinquency and demand for payment to the owner by both certified mail, return receipt requested, and first class mail and
- (b) Mail a second notice of delinquency to the owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency under the promissory note or contract within 30 days after the mailing of the second notice of delinquency, the lender may notify the Authorized City Representative and the Dallas PACE Program administrator, of a default by the owner, and pursuant to Tex. Local Gov't Code Sec. 399.014(c), the Authorized City Representative will enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Tex. Local Gov't Code Sec. 399.014(d), and such statutory penalties and interest will be due to the City of Dallas to offset the cost of collection. However, in no event will the total amount of interest on the assessment, including statutory interest payable to the City of Dallas and contractual interest payable to lender under the financing documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to City of Dallas and lender exceeds the usury limit, the interest payable to City of Dallas will be reduced and any interest in excess of the usury limit will be credited to the amount payable to the City of Dallas or refunded. If a suit to enforce collection is filed, the Authorized City Representative may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the Authorized City Representative will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Program Administrator the amount of any administration fees collected and will retain any statutory penalties, interest, and attorney's fees collected.

18) Joint Implementation

Any combination of local governments may agree to jointly implement or administer a PACE program. If two or more local governments implement a program jointly, a single public hearing held jointly by the cooperating local governments is sufficient to satisfy the public hearing requirements. In addition, one or more local governments may contract with a third party, including another local government, to administer the program. An interlocal agreement is needed for any joint PACE program.

19) No Personal Liability

As established by the PACE statute, the members of the governing body of a local government, employees of a local government, and board members, executives, employees and contractors of a third party who enter into a contract with a local government to provide administrative service for a program under

Exhibit A

Section 399.003 of the Local Government Code establishing a PACE program are not personally liable as a result of exercising any rights or responsibilities granted under the PACE program.

20) Marketing and Education Services

Marketing and participant education services for the Program will be provided either directly by the City of Dallas, by the PACE Program Administrator, or under agreements that the City may subsequently enter into with organizations that promote energy and water conservation, or economic development, or other marketing or utility provider entities.

Exhibit A

Exhibit 1

MAP OF THE REGION

Exhibit A



Exhibit A

Exhibit 2 FORM OWNER CONTRACT

PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY ("PACE") OWNER CONTRACT ("**Owner Contract**") is made as of the [REDACTED] day of [REDACTED], [REDACTED], by and between The City of Dallas, Texas ("**Local Government**"), and [REDACTED] ("**Property Owner**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to Resolution 16- [REDACTED] dated [REDACTED], adopted by the Dallas City Council (the "**PACE Program**"), and has designated the City Manager ("**Authorized Representative**") as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Dallas jurisdiction as a region ("**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. Property Owner is the legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], Dallas, Texas (the "**Property**").

D. Pursuant to Application number [REDACTED], Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**"). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of

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Exhibit 2: Form Owner Contract

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Exhibit A

County, Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached hereto as Exhibit A and made a part hereof, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. The financing of such Qualified Improvements will be provided to Property Owner by (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the amount of \$, as set forth in the Notice of Contractual Assessment Lien, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) which are described or listed on Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to the Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender’s agreement to advance financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner.

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the

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Exhibit 2: Form Owner Contract

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Exhibit A

Financing Documents. The Assessment shall include: (1) an application fee paid by Property Owner to The Texas Property Assessed Clean Energy Authority (the “**Program Administrator**”) at loan closing, and (2) a recurring administration fee paid by Property Owner to the Program Administrator. The recurring administration fee amount shall be collected by Lender and paid to the Program Administrator within thirty (30) days of receipt by Lender. The amounts due to the Program Administrator are identified in Exhibit C hereto. As required by Section 399.009(a) (8) of the PACE Act, the period during which such installments are payable does not exceed the useful life of the Project. When the Assessment, has been paid in full, Local Government’s rights under this Owner Contract will cease and terminate, and upon notice from Lender Local Government will execute and record a release of the Assessment and this Owner Contract.

4. Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the installments of the financing secured by the Assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner, Program Administrator and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

(c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of Lender’s obligations under Lender Contract.

Upon written notice to Property Owner, Program Administrator and Authorized Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act,

(a) Delinquent installments of the Assessment will incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent installment incurs a penalty of 6% of the amount of the installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent installment without regard to the number of months it has been delinquent. A delinquent installment will also accrue interest at the rate of 1% for each month or portion of a month that the installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment.

Exhibit A

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of the County of _____ as provided by Section 399.014 of the PACE Act, until the financing secured by the Assessment and any penalties and interest are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Program Administrator.

(d) In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax.

(f) After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of _____ County as notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees on or before January 31st of each year, to report to Program Administrator and/or

Exhibit A

Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by the Local Government.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the PACE Program, and/or (2) the PACE Act.

10. Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

11. Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This Owner Contract may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

18. Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Exhibit A

19. Construction Terms. If the Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

Exhibit A

EXECUTED effective as of _____, _____.

PROPERTY OWNER:

LOCAL GOVERNMENT:

City of Dallas, Texas

By: _____

By: _____

AUTHORIZED REPRESENTATIVE Pursuant to Tex.
Local Gov't Code §399.006(b)

Name:

Title:

Address:

Name:

Title:

Address:

Exhibit A

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN PURSUANT TO

PROPERTY ASSESSED CLEAN ENERGY ACT

Exhibit A

EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

Exhibit A

EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Schedule:

Project Completion Date:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Exhibit A

EXHIBIT D

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

Exhibit A

Exhibit 3 FORM PACE LENDER CONTRACT

PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY ("PACE") LENDER CONTRACT (the "**Lender Contract**") is made as of the [REDACTED] day of [REDACTED], [REDACTED], by and between The City of Dallas, Texas ("**Local Government**") and [REDACTED] ("**Lender**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to Resolution 16-____ dated [REDACTED], adopted by the Dallas City Council (the "**PACE Program**"), and has designated the City Manager ("**Authorized Representative**") as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Dallas jurisdiction as a region ("**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. Pursuant to Application number [REDACTED], [REDACTED] ("**Property Owner**") has applied to Local Government to participate in the PACE Program with respect to certain real property located at [REDACTED], Dallas, Texas (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of [REDACTED] County, Texas (the "**Notice of Contractual Assessment Lien**"), a copy of which is

Exhibit A

attached to the Owner Contract as Exhibit A, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the “**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents described in, or copies of which are included as, Exhibit B attached hereto and made a part hereof (the “**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide the Financing for the Project in the total amount of \$, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest according to the Financing Documents, and any statutory penalties, interest, attorney’s fees, or costs accrued in the event of default are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property for the benefit of Lender in the event of a default by Property Owner. Local Government shall have no obligation to repurchase the assessment and no liability to Lender should there be a default or an event of default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment, including the amount financed and contractual interest, is due and payable to Lender in installments as set forth in the Notice of Contractual Assessment Lien and Financing Documents. The Assessment shall include: (1) an application fee paid by Property Owner to the Texas Property Assessed Clean Energy Authority (“**Program Administrator**”) at loan closing, and (2) a recurring administration fee paid by Property Owner to the Program Administrator. The recurring administration fee amount shall be collected by Lender and paid to the Program Administrator within thirty (30) days of receipt by Lender. The amounts due to the Program Administrator are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such installments are payable does not exceed the useful life of the Project. When the Assessment has been paid in full, Local Government’s rights under this Owner Contract will cease and terminate, and upon notice from Lender, Local Government will execute and record a release of the Assessment and this Owner Contract.

Exhibit A

3. Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the installments of the Assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(b) Property Owner, Program Administrator and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee of the right to receive the installments executes an explicit written assumption of all of Lender's obligations under this Lender Contract.

Upon written notice to Property Owner, Program Administrator and Authorized Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under this Lender Contract accruing after the date of the assignment and all of such obligations shall be assumed by and transferred to the assignee or transferee. Any attempt to assign or transfer the right to receive the installments of the Assessment that does not meet all of these conditions is void.

Exhibit A

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent installments of the Assessment incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent installment incurs a penalty of 6% of the amount of the installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent installment without regard to the number of months it has been delinquent. A delinquent installment also accrues interest at the rate of 1% for each month or portion of a month the installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of [REDACTED] County, as provided by Section 399.014 of the PACE Act, until the Assessment and any penalties and interest are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) The lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due is not eliminated by foreclosure of a property tax lien, according to Section 399.014(b) of the PACE Act. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Program Administrator.

(d) In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax.

(f) After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act,

Exhibit A

the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any installment of the Assessment as specified in the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, the Lender or its designated servicer may notify the Program Administrator and the Authorized Representative in writing of a default by the Property Owner, and upon receipt of such certification and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Tex. Local Gov’t Code Sec. 399.014(c), in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(d) Final Payment and Release. When the Assessment has been satisfied and paid in full, together with all interest provided under the Financing Documents and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government, Local Government’s rights under the Owner Contract will cease and terminate, and upon notice of such payment from Lender, Local Government will execute and record a release of the Assessment and the Owner Contract.

(e) Limitations on Local Government’s Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

Exhibit A

(f) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(g) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3) the PACE Program, and/or (4) the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. All notices and other communications required or permitted hereunder shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Exhibit A

13. Entire Agreement. This Lender Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “usury limit”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Construction Terms. If this Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

Exhibit A

EXECUTED effective as of _____, _____

LENDER:

LOCAL GOVERNMENT:

City of Dallas, Texas

By: _____

By: _____

AUTHORIZED REPRESENTATIVE Pursuant to Tex.
Local Gov't Code §399.006(b)

Name:

Title:

Address:

Name:

Title:

Address:

Exhibit A

EXHIBIT A

OWNER CONTRACT

Exhibit A

EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Schedule:

Project Completion Date:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Exhibit A

EXHIBIT C

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

Exhibit A

Exhibit 4

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

NOTICE OF CONTRACTUAL ASSESSMENT LIEN PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

STATE OF TEXAS §
 §
CITY OF DALLAS §

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Dallas ("**Local Government**") has established a program under the PACE Act pursuant to Resolution 16- dated _____ adopted by the Dallas City Council (the "**PACE Program**"), and has designated the City Manager ("**Authorized Representative**") as the representative authorized to enter into and enforce the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Dallas jurisdiction as a region ("**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. _____ ("**Property Owner**") is the legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, Dallas, Texas, and more fully described in Exhibit A attached hereto and made a part hereof (the "**Property**").

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act. Property Owner has entered into a written contract (the "**Owner Contract**") with Local

Dallas PACE Report

Exhibit 4: Notice of Contractual Assessment Lien Pursuant to PACE Act

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Exhibit A

Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of \$ [REDACTED], as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) is herein referred to as the “**Assessment**”.

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including interest and any penalties, costs, or fees accrued thereon,
 - (i) is a first and prior lien on the Property from the date that this Notice of Contractual Assessment Lien is recorded in the Official Public Records of [REDACTED] County, Texas, until such Assessment, interest, penalties, costs, and fees are paid in full; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner (including, without limitation, a foreclosure sale for a past due portion of the Assessment), the obligations under the Financing Documents (including, without limitation, the portion of the Assessment that has not yet become due) will be transferred to the succeeding owner without recourse on Local Government or The Texas Property Assessed Clean Energy Authority (the “**Program Administrator**”) and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner’s period of ownership.
3. After this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

Exhibit A

EXECUTED on _____.

LOCAL GOVERNMENT:
City of Dallas, Texas

By:

Name: _____

Title: _____

AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien Pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of Dallas, Texas.

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

Exhibit A

EXHIBIT A

PROPERTY DESCRIPTION

Exhibit A

EXHIBIT B

QUALIFIED IMPROVEMENTS

Exhibit A

EXHIBIT C

ASSESSMENT

Assessment Payment Schedule

Assessment Total:

Payment Schedule:

Project Completion Date:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Exhibit A

Exhibit 5

PACE TECHNICAL STANDARDS MANUAL



TECHNICAL STANDARDS MANUAL

TEXAS PACE AUTHORITY 2016

VERSION 2.1

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Exhibit A

Overview

For any PACE program to succeed, its property owners, lenders, and community leaders must be able to confidently and objectively evaluate projected energy and water utility savings. The purpose of this technical standards manual is to outline the technical requirements necessary to qualify a project for the [PACE in a Box](#) program.

Once a project satisfies all underwriting requirements of [PACE in a Box](#),² it must meet three technical requirements outlined in this manual. **First**, the property's current water and energy use is measured so that a baseline for comparison is established. **Second**, each potential energy or water conserving measure is evaluated to determine projected savings compared to the baseline in a technically sound, consistent and transparent manner. Findings from these two steps together are compiled in a document referred to as an energy /water assessment report. PACE law requires that each report is evaluated by an independent third party reviewer (ITPR). **Third**, after the project retrofit activities are completed, the project must be reviewed by the ITPR to ensure that the project meets the intent of the energy/water assessment report, is properly completed, and is operating as intended.

On their own initiative, property owners are encouraged to maintain the retrofits to ensure they receive the ongoing and full benefit of the improvements over time. Best practices are discussed further in the PACE Technical Standards Best Practices Guide for Property Owners.³



² See [PACE in a Box](#) Section 6.

³ See [PACE in a Box](#) Section 8

Exhibit A

Reference Materials

Accepted methods for data collection, measurement, and savings calculations should be used on proposed projects. This manual references several technical documents which will assist in determining pre-retrofit energy and water consumption, predicting retrofit energy and water savings, and verifying whether an installed measure or group of measures is performing as intended.

The technical methodology incorporated into the review process relies primarily upon the PACE in a Box (Section 6 – Guide to PACE Project Underwriting and Technical Standards) guidelines and the Investor Confidence Project (ICP) - Energy Performance Protocols (EPP) for Standard and Large Commercial Facilities.⁴ Should there be a condition where the guidelines and the protocols are in conflict, the guidelines should be followed.

The ICP EPP contain processes that form a framework for bringing together all aspects of project implementation from establishing a baseline and audit, through M&V. They have been created by a large stakeholder community of industry experts and are continuously reviewed and improved. [PACE in a Box](#) relies on the EPP because they are the result of a nationwide effort to standardize the technical review of energy efficiency projects to bring uniformity and reliability on a national scale. The EPP help ensure that conservation measures are evaluated consistently throughout the state and create a national standard for lender review of PACE projects.

The EPP technical processes are based on nationally accepted standards. The technical standards in EPP relating to baseline determination/calculation, performing energy assessments, and guidelines for performance measurement and verification of energy and water conservation measures respectively are:

- American Society for Testing and Materials (ASTM) E2797-11, Building Energy Performance Assessment (BEPA) Standard (data collection and baseline calculations for the energy audit, building asset data);
- International Performance Measurement and Verification Protocol (IPMVP) (latest edition);
- American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Z65.3-2009 (gross floor area measurement);
- ASHRAE Guideline 14-2002 (measurement of energy and demand savings);
- ASHRAE Procedures for Commercial Building Energy Audits (latest edition);
- National Institute of Standards and Technology (NIST) Life-Cycle Costing Manual, NIST Handbook 135 (latest edition);
- ASHRAE Standard 202, Commissioning Process for Buildings and Systems (latest edition);
- ASHRAE Guideline 4, Preparation of Operating and Maintenance Documentation for Building Systems (latest edition);
- ASHRAE Guideline 1.4, The Systems Manual for Facilities; (latest edition);
- ASHRAE Handbook-2011, Fundamentals, Chapter 39 (Codes and Standards); and
- ASHRAE Guideline 14, Whole Building Performance Path (2002 edition).

⁴ <http://www.eepformance.org>

Exhibit A

Other acknowledged resources that may be considered are:

- The Alliance for Water Efficiency (AWE) Conservation Tracking Tool; and
- EPA WaterSense Product Guide.

Exhibit A

Independent Third Party Monitoring

The Texas PACE law requires an independent third party review the water or energy baseline conditions and the projected water or energy savings for each proposed qualified project. It is the responsibility of the Independent Third Party Reviewer (ITPR) to validate projected future energy or water savings. Additionally, after a qualified project is completed, the ITPR must verify that the qualified project was properly completed and is operating as intended.⁵ This requirement provides assurances to the [PACE in a Box](#) program, the property owner, and the lender that due diligence has been executed, that a standard of consistency has been applied throughout the PACE process, and that a professional licensed engineer has validated the expected energy and water savings from the proposed project.

Third Party Review Process

Site Visit 1 / Reviewer's Certification

Once an engineer, contractor or installer has prepared an energy/water assessment report, a qualified ITPR selected by the property owner makes a site visit and reviews the energy/water assessment report using the EPP to determine if the report complies with [PACE in a Box](#) guidelines. When the project is deemed compliant with EPP/Pace in a Box guidelines, the ITPR prepares a Reviewer's Certification to the PACE program.

The Reviewer's Certification shall include:

- A statement that the ITPR has no financial interest in the project.
- A letter stating the savings (energy, demand, water, and cost) expected project life, and cost are reasonable, are in compliance with [PACE in a Box](#) program guidelines, and follow the EPP protocols.
- A Texas Professional Engineer signature and engineering seal.

An application for PACE financing will not be considered complete until Reviewer's Certification is submitted.

Site Visit 2 / Statement of Compliance

Once the project retrofit activities have been completed, the ITPR must revisit the site to confirm that the improvements were properly installed, meet EPP guidelines, and are operating as intended. The reviewer must submit a Statement of Compliance to the PACE program indicating that the project was properly completed and is operating in accordance with the [PACE in a Box](#) guidelines.

⁵ Texas Local Government Code Chapter 399.011
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The Statement of Compliance shall include:

- A statement that the ITPR has no financial interest in the project;
- A project documentation review letter that covers the PACE Project Report, detailed engineering drawings, designs, and specifications, copies of mechanical, electrical, plumbing, and building permits, and copies of equipment test and balance commissioning reports as well as any change orders; and
- A Texas Professional Engineer signature and engineering seal.

Retainage funding for the qualified project will not be provided for progress beyond the construction phase, if applicable, until the Statement of Compliance is received by the PACE program.

The process described above is required by [PACE in a Box](#). The PACE program does not guarantee projected savings, and it is the responsibility of the property owner to exercise best practices to protect his interests through a contract with the engineer, contractor or installer responsible for the project's success as recommended in the energy/water assessment report.⁶

Independent Third Party Reviewer Qualifications

To be of value, the work of the ITPR must be both professionally qualified and without conflict or relationship to the project they are reviewing. An ITPR must be a licensed Professional Engineer with energy/water efficiency experience. Preferably, the Professional Engineer should have one of the following certifications:

- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
 - Building Energy Assessment Professional (BEAP)
 - Building Energy Modeling Professional (BEMP)
- Association of Energy Engineers (AEE)
 - Certified Energy Manager (CEM)
 - Certified Measurement and Verification Professional (CMVP)
 - Certified Energy Auditor (CEA)
- Building Commissioning Association
 - Certified Commissioning Professional (CCP)

Ideally, the same ITPR should follow a project from initial review to project completion.

FULL ASSESSMENT Protocol

A project satisfying the underwriting requirements in [PACE in a Box](#) must also satisfy the Technical Standards required in this manual. This section establishes the basic protocol for complying with [PACE in a Box](#) technical standards. A proposed project qualifying for a FAST TRACK Protocol established in Section IV, shall use the technical standards in that section.

⁶ See **PACE in a Box** Technical Best Practices Guide in Section 8
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The Full Assessment Protocol divides an energy/water conservation project into four basic tasks:

1. Establish a Baseline. Establish energy and water baseline conditions (collecting utility provider information, consumption and cost data);
2. Prepare an Energy and Water Assessment. Create an Energy/Water Assessment Report (projecting savings of proposed projects when measured against the baseline data);
3. Implement the Project (installation of energy conservation measures (ECM) and/or water conservation measures (WCM)); and
4. Verify Completion and Operation. Verification that the qualified project was properly completed and is operating as intended.

Projects can range from installation of a single ECM or WCM, such as a new high efficiency boiler, installation of low-flow toilets, or a renewable energy system, to a whole building energy and water upgrade involving multiple, interactive ECMs and WCMs. Many projects will also achieve both energy and water savings, such as an energy efficiency measure that reduces heat load, thereby also reducing cooling tower water use.

Establish a Baseline

A sound energy and water usage baseline consists of collecting the utility provider information and establishing the critical starting point for accurate projection of potential savings and measurement after implementing ECMs/WCMs. The baseline establishes how much fuel, electricity, and/or water a facility used over the previous 12-month period. It also factors in the impact of independent variables such as weather, occupancy, and operating hours on the property's energy/water use.

For the majority of energy projects, the requirements for establishing a baseline are outlined in the ICP EPP. These protocols currently target energy measures in commercial facilities, but are readily adapted to other projects including applicable areas of industrial and agricultural energy as well as water conservation. The EPP provide a roadmap for key elements in performing a successful energy/water retrofit project.

For water conservation projects, the requirements for establishing a baseline are outlined in Federal Energy Management Program's M&V Guidelines: *Measurement and Verification for Federal Energy Projects*, Version 2.2/3.0. The M&V Guidelines provide applied methodologies for baseline accomplishment. At this time, these protocols do not provide a high level of detail for baselining water efficiency projects. As future nationally recognized protocols are developed, the PACE Technical Standards will be updated for water projects.

Exhibit A

The following table outlines which protocols should be used for establishing a baseline based on facility, project type, and scope.

Facility Type	Full Assessment Requirements
Standard Commercial / Multifamily	Energy: ICP EPP - Standard Commercial (Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data) Water: M&V Guidelines v2.2 (Sec VII, p203)*
Large Commercial / Multifamily	Energy: ICP EPP - Large Commercial (Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data) Water: M&V Guidelines v2.2 (Sec VII, p203)*
Industrial (Facility)	Energy: ICP EPP - Large Commercial (Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data) Water: ICP EPP - Large Commercial (Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data)
Agricultural (Facility)	Energy: ICP EPP - Standard Commercial , ICP EPP - Large Commercial (Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data) Water: ICP EPP - Standard Commercial , ICP EPP - Large Commercial (Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data)
Distributed Generation ⁷	Energy: <i>IPMVP Concepts and Practices for Determining Energy Savings in Renewable Energy Technologies Applications</i> (Pages 4-6) Water: IPMVP Concepts and Options for Determining Energy and Water Savings , 2012 (Section 4)

*M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 2.2; Sec VII M&V for Water Projects.

The protocols listed above are intended as minimum requirements for an energy and water assessment report to be considered for funding.

Energy and Water Audit

The EPP rely upon industry accepted ASHRAE Procedures for Commercial Building Energy Assessment as a technical basis. These procedures define the level of effort for energy audits and provide best practices for auditors and associated project deliverables. ASHRAE also provides necessary sample audit forms and templates for data collection during the audit process.

⁷ For purposes of the **PACE in a Box** Technical Standards, the Term “Distributed Generation” includes energy generation technologies such as CHP, co-generation, small wind, solar, and biomass systems that generate electricity on the customer’s side of the retail electric meter and technologies such as solar water heating and geothermal heat pumps that utilize renewable energy resources to reduce electricity consumption and demand.

Exhibit A

The level of audit selected is contingent on the complexity of the facility and its installed systems and components, as well as the number and types of anticipated energy and/or water saving opportunities. Information collected during the energy/water audit is integral in determining the facility energy/water baseline conditions. The auditor will also identify energy and water savings opportunities which meet threshold investment requirements and provide verifiable energy and water savings while conducting the audit.

Industrial and Agricultural Projects

For industrial and agricultural projects, an ECM/WCM may affect the facility, a process or equipment used within the facility, or a distinct area outside the facility. Depending on the project, a different protocol shall be used. See Exhibit A for Industrial Protocols and Exhibit B for Agricultural Protocols.

Distributed Generation (DG)

DG projects have no pre-retrofit conditions as typically encountered in an energy conservation project. Since DG delivers energy rather than conserves or reduces energy, establishing a pre-retrofit baseline is not a strict project requirement. Metering of delivered energy without a baseline is often recommended in the M&V approach.

DG protocol requirements can be found in *IPMVP Concepts and Practices for Determining Energy Savings in Renewable Energy Technologies Applications Volume III; August 2003*. Other specific information relevant to DG measurement and verification can be found in *IPMVP Concepts and Options for Determining Energy and Water Savings Volume I, January 2012*.

Prior Audit

A prior ASHRAE Level II or Level III energy/water audit may be used provided that it was completed within the last three (3) years and that:

- Specific ECMs/WCMs were detailed in the audit and are still viable;
- Energy / water savings were projected for each proposed ECM/WCM;
- Any major facility renovations and/or building additions that occurred after the last audit do not negate relevant findings of the prior audit; and
- Changes in facility equipment and/or facility end-use do not negate findings of the prior audit.

The level of effort associated with updating the project baseline is dependent on the date of prior audit. If the audit is older than six months, additional energy/water use data will be available, and must be included in the updated audit.

In the case where a previous audit was completed in the last six months, savings calculations may be taken directly from the report if applicable. For older energy/water audits, still within the three year allowable time frame, the following items must be verified and accounted for in updated savings calculations:

Exhibit A

- Any change in energy/water and/or demand rates or billing structure;
- Any change to existing facility, system, or project area that significantly affects savings; and
- Any change in building use and/or occupancy that significantly affects savings.

Projected Savings

EPP provide processes that should be used in projecting energy and water conservation savings. Models, spreadsheets, and similar tools must be based on “open book” methodology with sufficient explanation and documentation that savings calculations are transparent and results are readily verifiable. The use of “closed book” calculation methods or proprietary software is prohibited unless all methodologies associated with their use are well documented by transparent savings calculations and readily verifiable results.

The following table outlines the protocols that should be used to determine projected savings.

Facility Type	Full Assessment Requirements
Standard Commercial / Multifamily	Energy: ICP EPP - Standard Commercial (Savings Calculation) Water: M&V Guidelines v3.0 (Sec 11.6)*
Large Commercial / Multifamily	Energy: ICP EPP - Large Commercial (Savings Calculation) Water: M&V Guidelines v3.0 (Sec 11.6)*
Industrial (Facility)	Energy: ICP EPP - Large Commercial (Savings Calculation) Water: M&V Guidelines v3.0 (Sec 11.6)*
Agricultural (Facility)	Energy: ICP EPP - Standard Commercial , ICP EPP - Large Commercial Water: M&V Guidelines v3.0 (Sec 11.6)*
Distributed Generation	Energy: <i>IPMVP Concepts and Practices for Determining Energy Savings in Renewable Energy Technologies Applications</i> (Page 5, Examples pgs. 9-17) Water: IPMVP Concepts and Options for Determining Energy and Water Savings , 2012 (Section 4)

*M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0.

The protocols listed above are intended as minimum requirements for an energy assessment report to be considered for funding.

Verifying Completion and Operation

The Texas PACE law states, “After a qualified project is completed, the local government shall obtain verification that the qualified project was properly completed and is operating as intended.”⁸ The

⁸ Texas Local Government Code chapter §399.011(b)
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Exhibit A

following table outlines the protocols that should be used for verifying proper project completion and operation.

Facility Type	Full Assessment Requirements
Standard Commercial / Multifamily	Energy: ICP EPP - Standard Commercial (Operations, Maintenance, and Monitoring, Measurement and Verification) Water: M&V Guidelines v3.0 (Sec 11.6)*
Large Commercial / Multifamily	Energy: ICP EPP - Large Commercial (Operations, Maintenance, and Monitoring, Measurement and Verification) Water: M&V Guidelines v3.0 (Sec 11.6)*
Industrial (Facility)	Energy: ICP EPP - Large Commercial (Operations, Maintenance, and Monitoring, Measurement and Verification) Water: M&V Guidelines v3.0 (Sec 11.6)*
Agricultural (Facility)	Energy: ICP EPP - Standard Commercial (pgs. 19-22), ICP EPP - Large Commercial (Operations, Maintenance, and Monitoring, Measurement and Verification) Water: M&V Guidelines v3.0 (Sec 11.6)*
Distributed Generation	Energy: <i>IPMVP Concepts and Practices for Determining Energy Savings in Renewable Energy Technologies Applications</i> (Page 5, Examples pages 9-17) Water: IPMVP Concepts and Options for Determining Energy and Water Savings , 2012 (Section 4)

*M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0

Exhibit A

FAST TRACK Approach

The FAST TRACK approach allows for faster implementation of projects. These projects must meet specific eligibility criteria in order to utilize the FAST TRACK process. The FAST TRACK approach reduces project expenses associated with audit costs and, in some cases, the time required to review the proposed project. The property owner and contractor must decide whether the project qualifies for the FAST TRACK approach and whether this approach is applicable. For those projects that do not qualify under the FAST TRACK eligibility criteria, the FULL ASSESSMENT protocols are required. The qualifications for an ITPR under the FAST TRACK approach are the same as qualifications for a FULL ASSESSMENT.

The FAST TRACK approach is deemed relevant and appropriate for the three (3) project types specified below. The required procedures and documentation are unique to each project.

Type 1 – Like-for-Like Replacement. The FAST TRACK approach may be used for a project that involves like-for-like replacement of energy/water inefficient equipment with more energy/water efficient equipment. Examples may include a lighting retrofit or A/C unit upgrade.

Type 2 – Single-Measure Efficiency Projects. The FAST TRACK approach may be used for projects that install single efficiency measures such as window film, additional insulation, or reflective roof coating.

Type 3 - Distributed Renewable Generation. The FAST TRACK approach may be used for a project that involves only the installation of an industry accepted renewable energy system such as solar photovoltaic (PV).

Projects that fall within the above criteria do not qualify for the FAST TRACK approach if the project value to building appraisal ratio exceeds 0.10 (10%).

Establishing a Baseline

The following information is required to establish a baseline for a FAST TRACK approach project.

Site Visit

- Confirm building characteristics and major components
- Records collection (equipment, systems, utilities)
- Staff/occupant interviews
- Walk-through inspection (written and photo documentation)
- Verification of all collected information by a third party reviewer

Records/Data Collection

- Building construction data
- Equipment data – HVAC, etc.
- Building operating data
- Energy consumption data
- Water consumption data

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Exhibit A

- Weather data
- Previous audit reports

Note: Not all items listed will be applicable. Data collected is at the discretion of the professional performing the baseline work and subject to third party review.

Pertinent Interviews (optional)

- Concerning general building characteristics
- Operations of major building systems/components
- Past building operational history (service call logs)

Note: Verification of all collected information is required as part of the Site Visit to determine if there has been significant change; if verified, it is not necessary to conduct repeat interviews.

Review/Analysis of Collected Materials

- Data conversion and normalization
- Determine building energy and water consumption metrics
- Perform modeling and simulation as applicable
- Determine renewable energy system production as applicable

Preparation of Final Assessment Report

- Includes building energy/ water cost and performance
- Energy and use by area (HVAC, lighting), fuel (gas, electric), indoor v. outdoor water usage

If a unit of energy or water using equipment is beyond its useful service life, the work associated with the baseline analysis can be considerably reduced. Document the building's age, condition, operating parameters, and expected useful life based on manufacturer's warranty data or ASHRAE guidelines. If the project is a distributed renewable generation project, collect and document information on building structure and orientation relevant to installation, production and maintenance. For WCMs not all baseline data collection and analysis apply.

Projected Savings

The requirements in this section are derived in part from the EPP for commercial facilities and are applicable to multifamily units. For single component/system ECMs or WCMs, the contractor should provide appropriate annotations to assist in determining whether a listed requirement is necessary.

Exhibit A

The following are considered the minimum requirements in determining savings from energy and water conservation measures under a FAST TRACK approach:

- Use of “open book” methodology, spreadsheet or software used in savings calculations;
- Detailed outline for savings calculation methodology; should be transparent and easily replicated by independent third party reviewer;
- Reasonable comparison of energy/water pre-retrofit estimates to historical end use data (for single measure/single component retrofits, use only necessary data set for calibration);
- Consideration of interactive effects of related loads or systems and potential for additional ECMs/WCMs which would affect the appropriate capacity or cost-effectiveness of equipment being replaced;
- Validation of return on investment (ROI) figures based on previous audit or newly incorporated data sets;
- Validation of ECM/WCM implementation costs including labor and materials estimates; and
- Validation of savings.

The following items are the minimum that must be verified and accounted for in savings calculations for projects that propose the installation of an industry accepted renewable energy system, e.g., solar photovoltaic (PV), approved for interconnection by local utility:

- Current energy and demand rates;
- Applicability of incentives, rebates, and local utility requirements;
- Current distributed renewable generation component pricing, including design and installation of systems;
- Current electrical and/or building code requirements; and
- Current zoning and emissions requirements as they impact the project.

Verifying Completion and Operation

The Texas PACE law states, “After a qualified project is completed, the local government shall obtain verification that the qualified project was properly completed and is operating as intended.”⁹

The requirements in this section follow M&V as referenced in the EPP for standard and large commercial facilities in conjunction with *IPMVP Concepts and Options for Determining Energy and Water Savings Volume I, January 2012*. The requirements support projects with a single component replacement or multiple ECMs/WCMs or distributed renewable generation system, qualifying as a FAST TRACK project.

For single component/system conservation measures, the following are the minimum requirements in verifying completion and operation of installed measures under the FAST TRACK method:

- ITPR review of the installation of the required number and type of ECMs/WCMs as specified in the audit and project design/construction documents; and
- ITPR review of the proper installation and operation of all ECMs/WCMs as specified in the audit

⁹ Texas Local Government Code chapter §399.011(b)
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Exhibit A

and project design/construction documents:

- Ensure that operation and function meet design intent of the project;
- Determine that installed ECMs/WCMs will provide savings as estimated in original audit findings and commensurate with baseline analysis; and
- Determine that installed ECMs/WCMs will meet or exceed service life estimates based on observed operation.

For distributed renewable generation projects, the following are the minimum requirements in verifying completion and operation of installed measures under the FAST TRACK method:

- ITPR review of the installation of the required number and type of system components as specified in the audit and project design/construction documents; and
- ITPR review of the proper installation and operation of all components as specified in the audit and project design/construction documents:
 - Ensure that operation and function meet design intent of the project;
 - Determine that the installed system will provide savings as estimated in original audit findings and commensurate with baseline analysis; and
 - Determine that the installed system will meet or exceed service life estimates based on observed operation.

Reporting

The property owner is required to provide a post-construction Annual Savings Reports to the PACE administrator to measure impact of the PACE program. This report shall be submitted during the term of the assessment or through a term negotiated between the PACE Program Administrator and the property owner. Information required within the post-construction Annual Savings Reports shall be determined between the PACE Program Administrator and the property owner. These Annual Savings Reports shall be submitted by the property owner. Section 5 of [PACE in a Box](#) outlines the reporting requirements of individual PACE projects.

Exhibit A

Exhibits A & B

Exhibit A INDUSTRIAL PROTOCOL

Industrial energy/water conservation projects can impact 1) the facility, 2) a process inside the facility, or 3) a combination of the facility and process inside the facility. It will be necessary to determine the affected area of the facility or the site before moving forward with the auditing and baseline determination process. This protocol serves as a general guideline for the facility owner.

Industrial Energy/Water Protocol (Facility)

For ECMs/WCMs considered to affect, conserve or reduce energy/water resources in the facility and are not directly linked to any process application, the EPP for Standard and Large Commercial will be followed as applicable. The sections below reference the appropriate EPP and indicate the minimum procedures and documentation required. Since all targeted measures or combination of measures are not known at this time, applicable portions of the EPP will be followed as necessary.

Establishing a Baseline

1. Document	2. Section Reference
3. ICP EPP Standard Commercial	4. Baseline – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data
5. ICP EPP Large Commercial	6. Baseline – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data

Savings Calculation

7. Document	8. Section Reference
9. ICP EPP Standard Commercial	10. Savings Calculation
11. ICP EPP Large Commercial	12. Savings Calculation

Verifying Completion and Operation

13. Document	14. Section Reference
15. ICP EPP Standard Commercial	16. Operations, Maintenance, and Monitoring, Measurement and Verification
17. ICP EPP Large Commercial	18. Operations, Maintenance, and Monitoring, Measurement and Verification

Exhibit A

Industrial Energy/Water Protocol (Process)

For ECMs/WCMs considered to affect, conserve or reduce energy/water resources for a selected process in an industrial facility, it is expected that most measures will conform to appropriate *IPMVP Concepts and Options for Determining Energy and Water Savings Volume I, January 2012*. In particular, Option A – Retrofit Isolation: Key Parameter Measurement or Option B – Retrofit Isolation: All Parameter Measurement will provide the necessary requirements for savings verification, while other sections of the IPMVP document will be pertinent to establishing the baseline.

Establishing a Baseline

Document	Section Reference
ICP EPP Standard Commercial	Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data
ICP EPP Large Commercial	Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data

Savings Calculation

19. Document	20. Section Reference
21. ICP EPP Standard Commercial	22. Savings Calculation
23. ICP EPP Large Commercial	24. Savings Calculation

Verifying Completion and Operation

25. Document	26. Section Reference
27. ICP EPP Standard Commercial	28. Operations, Maintenance, and Monitoring, Measurement and Verification
29. ICP EPP Large Commercial	30. Operations, Maintenance, and Monitoring, Measurement and Verification

Reporting

The property owner is required to provide a post-construction Annual Savings Reports to the PACE administrator to ensure the success of the PACE program. This report shall be submitted during the term of the assessment or through a negotiated duration between the PACE Program Administrator and the property owner. Information required within the post-construction Annual Savings Reports shall be determined between the PACE Program Administrator and the property owner. These Annual Savings Reports shall be submitted by the property owner. Section 5 of [PACE in a Box](#) outlines the reporting requirements of individual PACE projects.

Exhibit A

Exhibit B AGRICULTURAL PROTOCOL

For agricultural conservation projects, it is necessary to determine the affected area of the facility, site, or property. In general, a proposed project for agricultural energy/water conservation may affect 1) a facility related to agricultural operations, 2) an isolated equipment component or system (pumps, motors, etc.), or 3) a distinct water use area (i.e., irrigation). This protocol serves as a general guideline to direct the facility owner towards actions which have a basis in proven engineering concepts.

Agricultural activities outside the facility differ from those normally encountered in commercial and/or industrial areas in that water use and the energy associated with delivery of water may account for a larger percentage of costs relative to the overall energy/water budget. This may be especially true in the farming sector including greenhouse operations.

Agricultural Energy Protocol (Facility)

For ECMs/WCMs considered to affect, conserve or reduce energy/water resources in an agricultural facility and that are not directly linked to agricultural irrigation or any process application outside the facility, the EPP for Standard and Large Commercial should be followed as applicable. The sections below reference the appropriate EPP and indicate the minimum required items as listed in the document. Since all targeted measures or combination of measures are not known at this time, applicable portions of the EPP should be followed as necessary.

Establishing a Baseline

Document	Section Reference
ICP EPP Standard Commercial	Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data
ICP EPP Large Commercial	Baselining – Core Requirements, Rate Analysis, Demand, Load Profile, Interval Data

Savings Calculation

Document	Section Reference
31. ICP EPP Standard Commercial	32. Savings Calculation
33. ICP EPP Large Commercial	34. Savings Calculation

Exhibit A

Verifying Completion and Operation

Document	Section Reference
35. ICP EPP Standard Commercial	36. Operations, Maintenance, and Monitoring, Measurement and Verification
37. ICP EPP Large Commercial	38. Operations, Maintenance, and Monitoring, Measurement and Verification

Agricultural Energy Protocol (Equipment/Systems)

Implementing water-efficiency in the agricultural sector where the majority of water and energy are consumed in irrigation most often use IPMVP Option A (Retrofit Isolation: Key Parameter Measurement) although Option B (Retrofit Isolation: All Parameter Measurement) is also viable depending on the specific measure and the affected equipment or system. The sections below reference the appropriate IPMVP protocols and indicate the minimum required items as listed in the document. Since all targeted measures or combination of measures are not known at this time, applicable portions of the IPMVP should be followed as necessary.

Establishing a Baseline

Document	Reference
IPMVP Concepts and Options for Determining Energy and Water Savings Volume I	Chapter 4 (as applicable); selection criteria Fig. 4 p. 33 and Table 3 p. 34

Savings Calculation

39. Document	40. Reference
41. IPMVP Concepts and Options for Determining Energy and Water Savings Volume I	42. Chapter 4 (as applicable); selection criteria Fig. 4 p. 33 and Table 3 p. 34

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43. Document	44. Reference
45. IPMVP Concepts and Options for Determining Energy and Water Savings Volume I	46. Chapter 4 (as applicable); selection criteria Fig. 4 p. 33 and Table 3 p. 34

Agricultural Water Protocol

Water conservation projects are intended to provide savings through reduced water consumption as a result of improved performance of water consuming equipment, fixtures, or controls. Savings can also result from reduced water supply charges, sewer charges, and/or energy costs depending on the conservation measure implemented. Energy savings are commonly achieved from reduced water heating, and additional savings may be realized for facilities that use pumps to boost water pressure or

Exhibit A

to irrigate with groundwater, or at facilities with on-site water treatment systems. The performance of many common water conservation projects can be accounted for through short-term measurements and usage factors can be estimated, water savings are most often verified using IPMVP Option A (Retrofit Isolation: Key Parameter Measurement).

Key issues related to water conservation projects which should be observed are:

- Determining equipment inventory for baseline and post-installation;
- Establishing existing equipment performance for each type of device/system;
- Determining usage characteristics of each type of device/system;
- Determining post-installation equipment performance for each type of device/system; and
- Accounting for any known or observed interactive effects.

The sections below reference the appropriate IPMVP protocols and indicate the minimum required items as listed in the document. Since all targeted measures or combination of measures are not known at this time, applicable portions of the IPMVP should be followed as necessary.

Establishing a Baseline

Document	Reference
IPMVP Concepts and Options for Determining Energy and Water Savings Volume I	Chapter 4 (as applicable); selection criteria Fig. 4 p. 33 and Table 3 p. 34

Savings Calculation

Document	Reference
IPMVP Concepts and Options for Determining Energy and Water Savings Volume I	Chapter 4 (as applicable); selection criteria Fig 4 pp. and Table 3 p. 34

Verifying Completion and Operation

Document	Reference
IPMVP Concepts and Options for Determining Energy and Water Savings Volume I	Chapter 4 (as applicable); selection criteria Fig. 4 p. 33 and Table 3 p. 34

Reporting

The property owner is required to provide a post-construction Annual Savings Reports to the PACE administrator to measure the impact of the PACE program. This report shall be submitted during the term of the assessment or through a term negotiated between the PACE Program Administrator and the property owner. Information required within the post-construction Annual Savings Reports shall be

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Exhibit A

determined between the PACE Program Administrator and the property owner. These Annual Savings Reports shall be submitted by the property owner. Section 5 of [PACE in a Box](#) outlines the reporting requirements of individual PACE projects.

AGENDA ITEM # 10

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize a one-year service contract, with four one-year renewal options, to administer the City of Dallas Property Assessed Clean Energy (PACE) program – Texas Property Assessed Clean Energy Authority dba Texas PACE Authority, most advantageous proposer of four - Financing: No cost consideration to the City

BACKGROUND

The City 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.

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; (2) Make the report available for public inspection; (3) Adopt a resolution of intent to create the proposed program; (4) Hold a public hearing to receive comments on the proposed program; and (5) Adopt a resolution to create the program.

The City has completed the first four steps. The resolution of intent to create the program was approved by City Council on September 22, 2015, and the public hearing was held on October 14, 2015. The final step, a resolution to authorize the establishment of a PACE program, will be considered by City Council as a separate but related agenda item on May 11, 2016.

Additionally, in late 2015, the City issued a Request for Competitive Sealed Proposals (RFCSP) to select a qualified third-party administrator for the Dallas PACE program.

BACKGROUND (Continued)

The third-party administrator will be responsible for the day-to-day operations of the Dallas PACE program, including outreach, marketing and education; management and operations; and reporting. There will be no cost to the City for these services; fees will be collected by the third-party administrator from each PACE project as allowed by the legislation.

The initial contract term is one-year, with the option of four one-year renewals.

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

- Office of Economic Development (2)
- Planning and Urban Design (1)
- Office of Environmental Quality (1)
- Intergovernmental Services (1)
- Business Development and Procurement Services (2)*

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

The proposer's responses were evaluated based on the following criteria:

- Administrative Fee Structure 30%
- Project Approach and Understanding 30%
- Capability and Expertise 25%
- 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 1,174 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.

The recommended vendor meets the wage floor rate of \$10.37 approved by City Council on November 10, 2015, by Resolution No. 15-2141.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

No cost consideration to the City

M/WBE INFORMATION

258 - Vendors contacted

258 - No response

0 - Response (Bid)

0 - Response (No bid)

0 - Successful

1,174 - 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

Texas Property Assessed Clean Energy Authority dba Texas PACE Authority

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

PROPOSAL INFORMATION

The following proposals were received from solicitation number BKZ1536 and were opened on October 30, 2015. This service contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*Texas Property Assessed Clean Energy Authority dba Texas PACE Authority	98 San Jacinto Blvd. Suite 1900 Austin, TX 78701	*72.34
Sustainable Real Estate Solutions	100 Technology Dr., Suite 209 Trumbull, CT 06611	68.61
Counterpointe	6150 Metrowest Blvd., Suite 208 Orlando, FL 32835	66.75

PROPOSAL INFORMATION (Continued)

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
Cen-Tex dba BCL of Texas	2212 S. Congress Ave. Austin, TX 78704	65.40

OWNER

Texas Property Assessed Clean Energy Authority dba Texas PACE Authority

Charlene Heydinger, President
Steven Block, Secretary

May 11, 2016

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government to designate an area of the territory of the local government (or the whole territory of the local government) as a region within which an authorized local government official and the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified water or energy saving improvements to commercial, industrial, agricultural, and large multifamily residential real property within the City of Dallas will further the goals of water and energy conservation without cost to the public; and

WHEREAS, the City finds that facilitating the financing of water and energy conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions; and

WHEREAS, the City desires to create a Dallas Property Assessed Clean Energy Program (“Dallas PACE Program”); and

WHEREAS, the City desires a third-party administrator to operate and manage the Dallas PACE program; and

WHEREAS, the City issued a Response for Competitive Sealed Proposals to seek a third-party administrator for the Dallas PACE program; and

WHEREAS, the City now desires to authorize the execution of a one-year contract with four one-year renewal options with Texas Property Assessed Clean Energy Authority dba Texas PACE Authority, for services related to the administration of the Dallas PACE program as defined by **Exhibit A**.

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, hereby authorizes a one-year service contract, with four one-year renewal options, to administer the City of Dallas Property Assessed Clean Energy (PACE) program - Texas Property Assessed Clean Energy Authority dba Texas PACE Authority, the most advantageous proposer of four and execute any and all documents required by the contract.

May 11, 2016

Section 2. That the Texas PACE Authority shall receive no fees or payments from the City of Dallas for its services.

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

Exhibit A
TEXAS PACE AUTHORITY
Proposed Scope of Services

The Program Administrator (“TPA”) will perform the following services in the administration of the City’s Pace Program (the “Program”) and as set forth in the City’s PACE Report adopted by the Dallas City Council (the “Report”):

Community Outreach

Establish a Program website and database, Dallas-specific home page (dallas.texaspaceauthority.org), supported by Texas PACE Authority web site content [Texas PACE Authority website already operational]

As per Section 7 of the Report, the website shall include:

- A list of participating eligible lenders,
- A list of participating independent third-party reviewers that have been TPA trained and trained as an Investor Confidence Project Quality Assurance Provider,
- The PACE Technical Standards Manual,
- The Report.

As per Section 20 of the Report, develop a marketing plan, market PACE financing, and promote owner participation in the Program [Ongoing, beginning on execution of contract];

Outreach shall include collaboration in Dallas with affinity groups and stakeholders such as:

- Dallas 2030 District,
- Contractor groups such as AEE, ASHRAE,
- Commercial Real Estate groups such as BOMA,
- US GBC Chapters

Outreach will include in-person participation, publications, and webinars.

- The TPA will coordinate with City of Dallas Departments and affinity and stakeholder groups to achieve geographic and cultural inclusion in PACE outreach and education efforts throughout the City of Dallas.
- Outreach targets include a minimum of one PACE outreach participatory effort on a monthly basis:
 - Speaking event with affinity groups and stakeholder organizations; or
 - Attend an affinity group or stakeholder organization event to promote the Dallas PACE Program.
 - Outreach events typically host 20-100 attendees.
- Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing, comply with the PACE-in-a-Box Technical Standards Manual, and market

PACE to property owners [First session to be held in June and held periodically reflecting demand thereafter]. Contractor training sessions typically host 30-40 contractors in an all-day workshop session.

- The Texas PACE Authority will seek opportunities to feature the Dallas PACE program in affinity organizations' magazines and online presence.
- At a minimum, the TPA will offer webinars and participate in affinity group sponsored webinars to the Dallas community biannually.

Operations and Management

Respond to inquiries from property owners, vendors, contractors, consultants, and the general public, targeting to respond to all inquiries within 2 business days [Ongoing, beginning on execution of contract].

As per Section 16 of the Report, establish quality assurance measures [Ongoing, beginning on execution of contract].

As per the section 7 of the Report:

- Draft and distribute the PACE application, as well as accept and review the property owner's completed application. [Currently Operational];
- If the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
- Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, obtaining all necessary permits, determining final project scope and completing and submitting a closing verification package.
- Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and
 - Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.

As per Section 15 and 16 of the Report, require independent third-party reviewer (ITPR) verification of expected energy or water savings resulting from a project (provided by engineer retained by applicant or lender), according to the PACE-in-a-Box Technical Standards Manual [Beginning on execution of contract]. The ITPR review will include a:

- Site visit,
- Report stating the savings (energy, demand, water, and cost) expected project life, and cost are reasonable and in compliance with PACE in a Box program guidelines; and
- Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

As per Section 9 of the Report, require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, of the expected life of the improvements and determine that the period of an assessment proposed by the property owner and lender does not exceed the expected life of the improvements or thoroughly review waiver application and justification [Beginning on execution of contract].

Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment [Beginning on execution of contract].

As per Section 12 of the Report, require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment [Beginning on execution of contract].

As per Section 13 of the Report, review and finalize the terms of every Owner Contract and Lender Contract prior to execution [Beginning on execution of contract].

The Contract must contain:

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

Collect and retain owner application fees as compensation for administrative services [Beginning on execution of contract].

As per Section 10 of the Report, perform closing verification reviews and schedule assessment transaction closings when all requirements are met [Beginning on execution of contract]. Such closing verification must include:

- The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
- Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- All other information required by the Program Administrator.

Coordinate and take part in assessment transaction closings [Beginning on execution of contract].

As per Section 13 of the Report, arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located [Beginning on execution of contract].

The Notice must contain:

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

As per Section 15 of the Report, require post-installation verification by an ITPR retained by applicant or lender that each project was properly completed and is operating as intended [Beginning on execution of contract].

Determine the amounts of the application and administration fees to be paid by owners [Beginning on execution of contract].

Collect and retain administration fees collected by lenders from owners that receive PACE financing [Beginning on execution of contract].

Manage communications with lenders regarding assessment servicing, payment, and default [Beginning on execution of contract].

As per Section 17 of the Report, upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties [Beginning on execution of contract].

At the request of property owners, prepare annual notices of assessment to be issued by the Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents [Beginning on execution of contract].

Reporting

Receive and store owner reports on energy and water savings [Beginning on execution of contract].

Provide an annual report to the Local Government on Program usage and the resulting energy and water savings enabled through PACE Assessments [Beginning on execution of contract].

Attend Dallas City Council and Committee meetings when Dallas PACE is a posted agenda item.

Provide quarterly progress reports to City of Dallas on basic performance statistics, including outreach activities and number of requests for PACE financing, to include the status of those financing requests (i.e. initial, on-going, withdrawn/non-responsive, pre-closing, closed), project address and estimated project size.

TEXAS PACE AUTHORITY

Compensation and Fees

The Texas PACE Authority shall determine the amounts of the uniform application and administration fees to be paid by property Owners participating in the Program. Such fees will not exceed the fees below:

\$500.00 per project at the time of application submittal;

A fee of \$2,500.00 or 1% of the total amount of the assessment (less the \$500 application fee), whichever is greater, to be paid at closing; and

A recurring administration fee of 0.25% of the total amount of the assessment, to be paid as a component of the interest rate provided in the Owner Contract and the financing documents. This fee can also be capitalized and paid at closing. If paid to the lender annually by the property Owner, the lender shall pay this fee to the Texas PACE Authority at the time of each payment by the property Owner in accordance with the financing documents.

No amounts shall be due by City to the Texas PACE Authority.

TPA fee structure does not include any additional fees charged by the City, which are expected to be as follows:

- 0.25%: \$250,000-499,999.99
- 0.5%: 500,000 to \$999,999.99
- 0.75%: \$1,000,000+
- No additional charges for projects under \$250,000 or for non-profit borrowers, regardless of project size.

The above fees will be collect at closing as part of the administrative fee and forwarded to the City of Dallas after closing as part of the closing process.

AGENDA ITEM # 11

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 6

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 44 H D and 45 E

SUBJECT

Authorize **(1)** a public hearing to be held on June 15, 2016, in accordance with Chapter 372 of the Texas Local Government Code to consider the advisability of renewing the Oak Lawn-Hi Line Public Improvement District (District), for the purpose of providing supplemental public services, to be funded by assessments on real property and real property improvements in the District to receive comments, and, at the close of the public hearing; **(2)** a resolution approving renewal of the District for seven years and approval of the District's Service Plan for calendar years 2017-2023 - Financing: No cost consideration to the City

BACKGROUND

The Oak Lawn-Hi Line Public Improvement District was first established by the City Council on June 24, 2009 following a petition and public hearing. The Improvement Order authorized collection of the requested assessment over a seven year period. On April 1, 2016, the Oak Lawn-Hi Line Improvement District Corporation, representing property owners of the Oak Lawn-Hi Line area, presented to the City staff petitions requesting the renewal of the Oak Lawn-Hi Line Public Improvement District and approval of a seven year service plan, effective January 1, 2017. The staff reviewed the proposed Service Plan, verified the petitions and found the renewal plan to be viable and recommended approval.

This action authorizes a public hearing to be held on June 15, 2016, to consider the advisability of the request and to hear comments and concerns regarding the renewal of the Oak Lawn-Hi Line Public Improvement District (PID). This action also authorizes the Council to consider a resolution at the close of the public hearing to renew the PID for another seven year term. The Oak Lawn-Hi Line Public Improvement District was first established by the City Council on June 24, 2009.

BACKGROUND (Continued)

The public improvement district is outlined in the following way:

- a. **Nature of the Services and Improvements.** The purpose of the District is to supplement and enhance services provided within the District, but not to replace or supplant existing City services provided within the District. The general nature of the proposed services and improvements to be performed by the District includes enhanced security and public safety, capital improvements, improvement of common areas, landscaping, trash/litter removal, graffiti control, marketing and promotional activities, distinctive lighting and signage, business development and recruitment to promote the area, and related expenses incurred in establishing, administering and operating the District as authorized by the Act.
- b. **Estimated Cost of the Services and Improvements.** During the seven (7) year period, the annual cost of the improvements and services provided by the existing District is estimated to range from approximately \$374,321 to \$887,693 annually. Based on the estimated maximum cost of improvements and services, the seven year total assessment collection requested by the District shall not exceed a collective total of \$4,252,187. In the event the District requires additional funds, the District shall re-petition the property owners for such an increase. At no time shall the total amount levied exceed the total amount shown in the approved petition budget for the services and improvements to be provided for the year in which the property is assessed except as provided in the petition and subject to the collective total for the 7 year period.

The District shall not incur bonded indebtedness. The service plan budget and assessment rate are subject to annual review, a public hearing and approval by the City Council.
- c. **Boundaries.** The District is located wholly within the City of Dallas, Texas. The boundaries of the District are shown on the map of the district.
- d. **Method of Assessment.** The assessment shall apportion the costs each year among the property owners on the basis of special benefits accruing to the property. The proposed method of assessment, which may specify included or excluded classes of assessable property, shall be based on the value of the real property and real property improvements as determined by the Dallas Central Appraisal District. The assessment amount for 2016 is proposed to be \$374,321.

BACKGROUND (Continued)

This amount is approximately equal to \$0.15 per \$100.00 of appraised value as determined by the Dallas Central Appraisal District. If appraised values rise such that the assessment rate equal to the amount of \$.15 per \$100.00 valuation would yield an assessment amount that exceeds the estimated costs, the assessment rate shall be reduced until the total assessment equals or is less than to the budgeted amount approved in the petition budget, subject to the appropriations set forth in the petition.

- e. **Apportionment of Cost between the District and the Municipality as a Whole.** The District shall pay the costs of the services and improvements by special assessment against the real property and real property improvements. The real property of jurisdictions and entities that have obtained an exemption from City of Dallas real property taxes pursuant to the Texas Property Code (except under the provisions of Sections 11.24 and 11.28 of the Property Tax Code) will not be subject to an assessment on that portion of the assessed value of the property exempt from City real property taxes. The City of Dallas is not responsible for payment of assessment against exempt City property in the District. City right-of-way, railroad right-of-way, City parks and cemeteries are not specially benefitted and therefore are not subject to PID assessment.

Staff review of the signed petitions presented on April 1, 2016, revealed that property owners of record representing 71.3 percent of the value of the property in the specified area and representing 66.2 percent of the land area have signed the petitions requesting the renewal of the District.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 24, 2009, City Council authorized creation of the Oak Lawn-Hi Line Public Improvement District by Resolution No. 09-1679.

On September 9, 2015, City Council authorized the assessment rate for 2015 by Ordinance No. 29865.

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

No cost consideration to the City

May 11, 2016

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts; and

WHEREAS, on June 24, 2009, City Council authorized creation of the Oak Lawn-Hi Line Public Improvement District by Resolution No. 09-1679; and

WHEREAS, on September 9, 2015, City Council authorized the assessment rate for 2015 by Ordinance No. 29865; and

WHEREAS, on April 1, 2016, the Oak Lawn-Hi Line Improvement District Corporation, representing property owners of the Oak Lawn-Hi Line area, delivered to the City of Dallas a petition to renew the Oak Lawn-Hi Line Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code, and as shown on the attached Map of the District **(Exhibit A)**. City staff reviewed the petition and determined that the owners of more than 60 percent of the appraised value of the taxable real property liable for assessment, and more than 60 percent of the land area of all taxable real property liable for assessment within the District executed the petition, meeting the thresholds for the City Council to consider creation or renewal of the District; and

WHEREAS, pursuant to Section 372.007 of the Act, the City staff, with the assistance of the Oak Lawn-Hi Line Improvement District Corporation verified the petitions, evaluated the creation service plan to determine whether the services should be made as proposed by the proposed service plan and found the plan to be viable; and

WHEREAS, the City desires by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located within the District to speak for or against the renewal of the Oak Lawn-Hi Line Public Improvement District, which intends to levy a special assessment against each property owner of record for real property and real property improvements, exclusive of right-of-way, to provide funding for the District for the purpose of providing supplemental services and improvements.

NOW, THEREFORE,

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

Section 1. That a public hearing shall be held at 1:00 p.m. on June 15, 2016, in the City Council Chambers, Dallas City Hall, 6th floor, 1500 Marilla Street, Dallas, Texas, at which time any interested person may appear and speak for or against the renewal of the Oak Lawn-Hi Line Public Improvement District **(Exhibit A)** providing for a special assessment against the property owners of record for real property and real property improvements, exclusive of rights-of-way, to provide funding for the District for the purpose of providing supplemental public services and public improvements **(See Exhibits B and C)**.

May 11, 2016

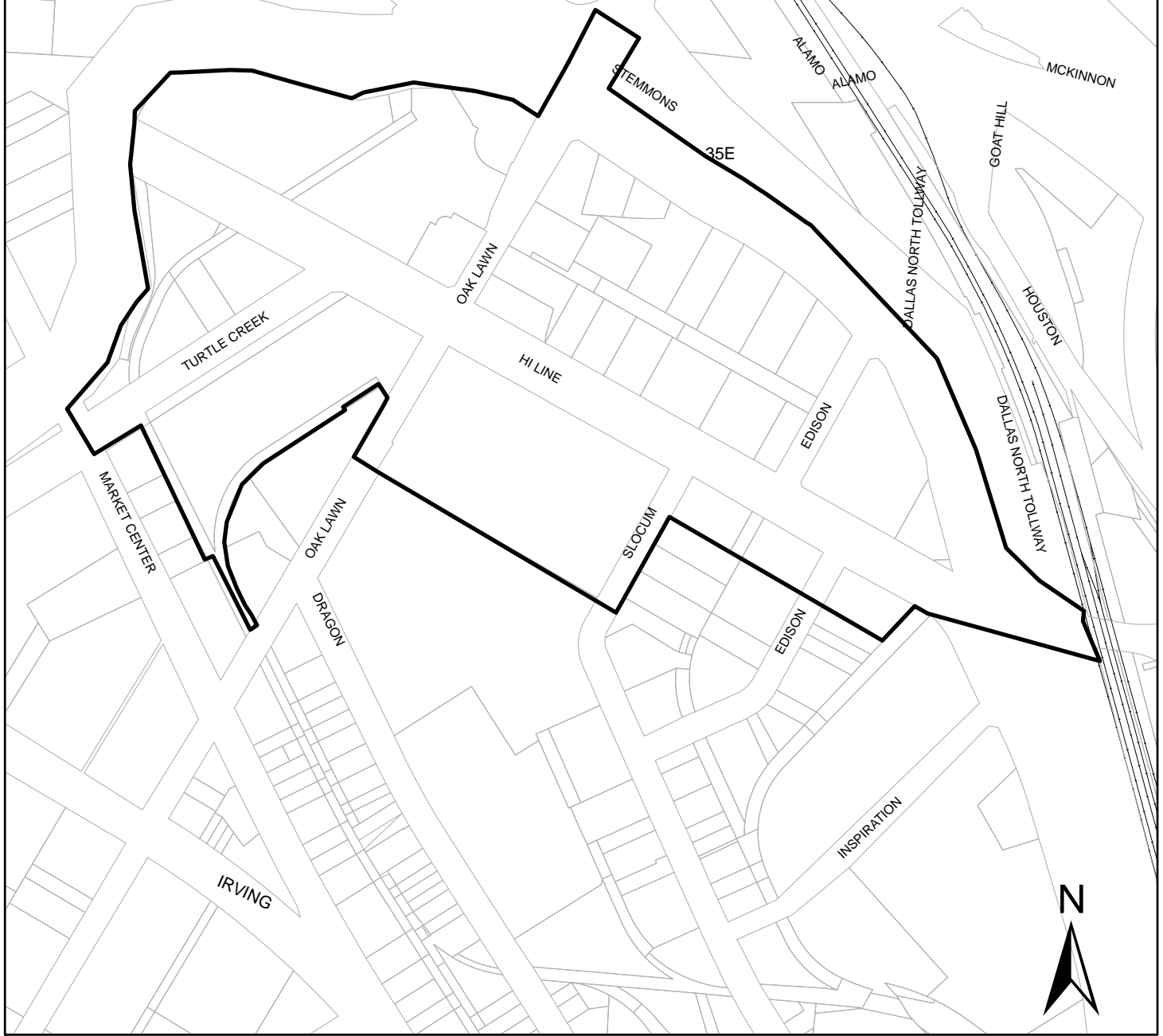
Section 2. That the facts and recitals contained in the preamble of this resolution are found and declared to be true and correct.

Section 3. That such public hearing shall be published in the official newspaper of the City of Dallas and mailed to the property owners of the District before the 15th day before the public hearing.

Section 4. That after the close of the public hearing, the City Council may consider a resolution approving the creation of the Oak Lawn-Hi Line Public Improvement District providing for a special assessment against the property owners of record for real property and real property improvements, exclusive of rights-of-way, to provide funding for the District for the purpose of providing supplemental public services and public improvements, approving the Service Plan for calendar years 2017-2023, designating the Oak Lawn-Hi Line Improvement District Corporation as the management entity of the District and providing an effective date.


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.

Note: Parcels shown based on available 2015 geography. Any parcels shown within the boundary lines of the PID are intended to be included even in the event of future replats creating new or reconfigured parcels. The boundary includes "gateway entry areas" along Hi Line Drive/Stemmons Freeway underpass and Oak Lawn Ave./Stemmons Freeway underpass.



Oak Lawn - Hi Line Public Improvement District

Exhibit A

 PID Boundary



CITY OF DALLAS S

Office of Economic Development
March 2016

Exhibit B
Oak Lawn-Hi Line Public Improvement District--Seven Year Service Plan

	2017	2018	2019	2020	2021	2022	2023
INCOME							
Net assessment revenue ⁽¹⁾	\$335,010	\$368,860	\$490,988	\$610,447	\$742,346	\$816,941	\$887,595
Interest on cash balances	\$82	\$84	\$87	\$90	\$92	\$95	\$98
Other income & contributions ⁽²⁾	\$39,229	\$6,241	\$0	\$0	\$0	\$0	\$0
TOTAL INCOME	\$374,321	\$375,185	\$491,075	\$610,537	\$742,438	\$817,036	\$887,693
EXPENDITURES							
Security/PID Patrol ⁽³⁾	\$115,000	\$115,000	\$115,000	\$120,000	\$120,000	\$125,000	\$125,000
Area Improvements ⁽⁴⁾	\$216,000	\$186,000	\$216,000	\$216,000	\$266,000	\$216,000	\$216,000
General Administrative ⁽⁵⁾	\$25,200	\$25,200	\$25,200	\$27,200	\$27,200	\$27,200	\$27,200
Marketing/Promotion ⁽⁶⁾	\$1,136	\$32,000	\$35,000	\$35,000	\$40,000	\$40,000	\$40,000
Capital Improvements ⁽⁷⁾			\$82,890	\$195,352	\$272,253	\$391,851	\$462,508
Insurance and Audit ⁽⁸⁾	\$16,985	\$16,985	\$16,985	\$16,985	\$16,985	\$16,985	\$16,985
TOTAL EXPENDITURES	\$374,321	\$375,185	\$491,075	\$610,537	\$742,438	\$817,036	\$887,693

Oak Lawn-Hi Line Public Improvement District--Assessment Plan

The assessment amount is approximately equal to \$0.15 per \$100.00 of appraised value as determined by the Dallas Central Appraisal District (DCAD).

Notes

1. Net assessment reflects the deduction of City and County fees from the gross assessment collection.
2. Expenditures are anticipated to exceed net assessment revenue and interest income in the earlier years. Deficits will be met with property owner donations.
3. Public Safety consists of contract security patrols inside PID boundary.
4. Area improvements include landscape/irrigation to include turf, trees and periodic flower changes as well as litter and graffiti control. Maintenance of above standard improvements including benches, trash receptacles and bike racks is included. Periodic improvements to refurbish specialty signage and painting treatments.
4. General Administrative costs include management fee, annual tax preparation, bookkeeping charges and postage for public notices
6. Marketing/ Promotion is public information dissemination primarily through the Dallas Design District website. A branding effort is also proposed during the next 7 year term.
7. Capital improvements may include transportation planning/design for gateway improvements and phased implementation of those improvements. The feasibility of overhead utility burial to improve the aesthetics of the area will be studied and funded as budget allows with potential to leverage other sources of funding. Other improvements may include additional benches, trash cans, signage, sidewalk/median improvement projects, installing a signature fountain or adding art pieces to the District.
8. Insurance expense provides for liability coverage binder and cost of required annual financial audit

**OAK LAWN - HI LINE PUBLIC IMPROVEMENT DISTRICT
2016 ASSESSMENT PLAN**

The cost of the services and improvements provided by the Oak Lawn-Hi Line Public Improvement District will be paid primarily by assessments against real properties within the Oak Lawn-Hi Line Public Improvement District boundaries. Annual assessments will be based on the value of real property and improvements as certified by the Dallas Central Appraisal District.

The cost of improvements and services in the district will be assessed by application of a single rate applied to all non-exempt property on the combined value of the real property and real property improvements as determined by the Dallas Central Appraisal District. The 2016 assessment rate is proposed at \$0.15 per \$100.00 of appraised value. The annual assessments rate, during the seven-year life of the District, will not exceed \$0.15 per \$100.00 of appraised value as determined by the Dallas Central Appraisal District.

The District shall pay the costs of the services and improvements by special assessment against the real property and real property improvements. The City of Dallas is not responsible for payment of assessments against exempt City property in the District, which is specially benefited. City rights-of-way and city parks are not subject to assessment. Properties otherwise exempt from ad valorem taxes are not subject to assessment. Payment of assessment by other exempt jurisdictions must be established by contract.

The Oak Lawn Hi Line PID assessments will be collected by the Dallas County Tax Office in accordance with the contract with the City of Dallas and in accordance with the management contract between the City of Dallas and the Oak Lawn-Hi Line Improvement District Corporation.

AGENDA ITEM # 12

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Intergovernmental Services
Office of Financial Services
Planning and Urban Design

CMO: A. C. Gonzalez, 670-3297
Jeanne Chipperfield, 670-7804
Alan Sims, Chief of Neighborhood Plus, 670-1611

MAPSCO: N/A

SUBJECT

Authorize a professional services contract with Brunk Government Relations, LLC for transportation interagency consultation services for the period May 11, 2016 through September 30, 2017 - Not to exceed \$104,033 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

Brunk Government Relations, LLC, has a long standing history of working with the City of Dallas to advance the City's transportation agenda. Brunk Government Relations, LLC has a vast knowledge of Dallas' transportation needs and priorities.

Brunk Government Relations, LLC has close relationships with members of key transportation agencies including the North Central Texas Council of Governments' Regional Transportation Council (RTC), Dallas Area Rapid Transit (DART), the Dallas Regional Mobility Coalition (DRMC) and the Texas Department of Transportation (TxDOT). In addition, Brunk Government Relations, LLC is familiar with City of Dallas internal processes and policies that allow him to provide the best representation of the City to agency partners.

The scope of services for this contract will include:

- Monitor and coordinate transportation-related activities with transportation agency partners including the RTC, DART, DRMC, and TxDOT.
- Attend Board and Committee meetings of the agency partners and ensure that positions for City representation are appropriately filled; and provide staff support to City officials in attendance.

BACKGROUND (Continued)

- Coordinate with agency partners to schedule briefings to the Dallas City Council's Transportation and Trinity River Project Committee.
- Provide recommendations and reports as needed to advance City priorities with agency partners; and, specifically, deliver an agenda report prior to the monthly RTC Board Meeting.
- Maintain an inventory of key interagency transportation projects, policy issues and opportunities with timelines and recommendations.
- Identify opportunities for funding partnerships that align with City project priorities; assist City staff in developing project submissions to specific project funding initiatives.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

\$104,032.20 - Current Funds (subject to annual appropriations)

May 11, 2016

WHEREAS, the City of Dallas will need skillful staff with expertise in transportation to advance the transportation priorities and needs of the City; and

WHEREAS, Brunk Government Relations, LLC has a distinctive skill set, unique historical background, and vast knowledge on Dallas' current transportation needs and priorities; and

WHEREAS, Brunk Government Relations, LLC has a long history of working on transportation related issues for the City of Dallas; and

WHEREAS, Brunk Government Relations, LLC has developed close working relationships with the North Central Texas Council of Governments' Regional Transportation Council, Dallas Area Rapid Transit, the Dallas Regional Mobility Coalition, and the Texas Department of Transportation; and

WHEREAS, Brunk Government Relations, LLC will represent the City to promote its transportation needs in order to improve the City's economic health and quality of life;

NOW, THEREFORE,

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

SECTION 1. That the City Manager is authorized to enter into a professional services contract with Brunk Government Relations, LLC to provide transportation interagency consultation services from May 11, 2016 through September 30, 2017 in an amount not to exceed \$104,032.20.

SECTION 2. That the Chief Financial Officer is hereby authorized to make periodic payments in accordance with the terms of the contract from the following appropriations, in an amount not to exceed \$104,032.20 (subject to annual appropriations), from Service Contract MASCJBFY16PNBFY17BMS.

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>AMOUNT</u>	<u>FY</u>
0001	PNV	1579	3070	\$29,032.20	2016
0001	BMS	1978	3070	\$75,000.00	2017

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: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Cultural Affairs

CMO: Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize **(1)** an increase to the contract with Nielsen Audio, Inc. for radio audience measurement and research reports, in an amount not to exceed \$8,694, from \$44,872 to \$53,566, and to extend the term of the contract through September 30, 2016; and **(2)** a three-year service contract with Nielsen Audio, Inc., sole source, for radio audience measurement and research reports in an amount not to exceed \$316,337 for the period October 1, 2016 through September 30, 2019 - Total not to exceed \$325,031 - Financing: Municipal Radio Current Funds (subject to annual appropriations)

BACKGROUND

WRR utilizes Nielsen audience data to make key programming decisions as well as Nielsen/Scarborough demographic and consumer behavior data to market the radio station to potential advertisers and advertising agencies. The service contract will provide three types of reports: (1) The Audio PPM data will be used to generate quantitative audience information for both sales and programming purposes. (2) Program Director and PPM Analysis Tools will be used to make hour-by-hour programming decisions to help build an ever larger audience, and (3) The Nielsen/Scarborough research will be used to generate qualitative information for sales proposals. Nielsen information is the broadcast industry standard for audience and revenue development.

An existing contract for services was approved on May 26, 2015 by Administrative Action No. 15-6047, in the amount of \$44,872 for the term July 1, 2015 through June 30, 2016. An extension to the existing contract through September 30, 2016 will secure existing rates for an additional three months; however, the additional \$8,694 exceeds the administrative action dollar limit, and thus, requires City Council approval (Dallas City Code Section 2-79 (d)). The new contract will go into effect on October 1, 2016, and continue until September 30, 2019.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council will be briefed by memorandum.

FISCAL INFORMATION

\$325,031 – Municipal Radio Current Funds (subject to annual appropriations)

May 11, 2016

WHEREAS, on May 26, 2015, Administrative Action No. 15-6047 authorized a professional services contract from July 1, 2015 through June 30, 2016 with Nielsen Audio, Inc. for radio audience measurement and research reports; and

WHEREAS, the City desires to extend the existing agreement through September 30, 2016; and

WHEREAS, Nielsen Audio, Inc. has been selected to continue to provide radio audience analytics for WRR Radio for a new three-year period.

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized to extend the service contract with Nielsen Audio, Inc. (331309) through September 30, 2016, for radio audience measurement and research reports in an amount not to exceed \$8,694, increasing the contract amount from \$44,872 to \$53,566, after approval as to form by the City Attorney.

Section 2. That the City Manager is hereby authorized to execute a three-year service contract with Nielsen Audio, Inc. for radio audience measurement and research reports, in an amount not to exceed \$316,337, 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 \$8,694 from Fund 0140, Department OCA, Unit 1066, Object 3099, CT WRR1066H1622.

Section 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$316,337 (subject to annual appropriations) from Service Contract number MASC WRR1066A1701.

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: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Jeanne Chipperfield, 670-7804

MAPSCO: N/A

SUBJECT

Authorize **(1)** preliminary adoption of the FY 2016-17 HUD Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds in an estimated amount of \$24,992,770 for the following programs and estimated amounts: **(a)** Community Development Block Grant in the amount of \$13,258,321; **(b)** HOME Investment Partnerships Program in the amount of \$4,113,859; **(c)** Emergency Solutions Grant in the amount of \$1,211,466; **(d)** Housing Opportunities for Persons with AIDS in the amount of \$6,409,124; and **(e)** estimated Program Income in the amount of \$1,675,000; **(2)** preliminary adoption of the FY 2015-16 Reprogramming Budget in the amount of \$1,064,334; and **(3)** a public hearing to be held on May 25, 2016 to receive comments on the proposed use of funds - Financing: No cost consideration to the City

BACKGROUND

The Community Development Commission (CDC) and City staff conducted six (6) neighborhood public hearings that provided the public opportunities to participate in identifying needs and to comment on the potential uses of U. S. Department of Housing and Urban Development (HUD) Grant Funds.

Neighborhood public hearings were held as follows:

January 7, 2016 - Dallas City Hall
January 11, 2016 - Willie B. Johnson Recreation Center
January 12, 2016 - Martin Luther King, Jr. Community Center
January 12, 2016 - Timberglenn Recreation Center
January 13, 2016 - Jaycee Zaragoza Recreation Center
January 14, 2016 - Tommie Allen Recreation Center

BACKGROUND (Continued)

The Proposed FY 2015-16 Reprogramming Budget was on the agenda for the combined Economic Development and Housing Committee meeting on February 1, 2016.

The City Council was briefed on the Proposed FY 2016-17 HUD Consolidated Plan Budget and the CDC's recommendation on April 20, 2016. The City Council is scheduled to conduct a straw vote on the Proposed FY 2016-17 HUD Consolidated Plan Budget on May 18, 2016.

Federal regulations and the City's Citizen Participation Plan require a public hearing to receive comments. This budget will be made available for public review and comment from May 12, 2016 through June 14, 2016. A public hearing will be held on May 25, 2016. Final adoption is scheduled for June 15, 2016.

This action includes the City Council's preliminary adoption of the FY 2016-17 HUD Consolidated Plan Budget and the FY 2015-16 Reprogramming Budget and authorization to hold the public hearing on May 25, 2016 before the City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 10, 2016, City Council authorized the release of unobligated funds from their originally budgeted purposes for future reprogramming in conjunction with the FY 2016-17 Consolidated Plan Budget by Resolution No. 16-0284.

On March 3, 2016, the CDC was briefed on the City Manager's Proposed FY 2016-17 HUD Consolidated Plan Budget. The CDC held meetings in March and April 2016 to review the proposed budget.

On April 7, 2016, the CDC concurred with the City Manager's proposed budget and there were no amendments.

On April 20, 2016, City Council was briefed on the Proposed FY 2016-17 HUD Consolidated Plan Budget and the CDC's recommendation.

FISCAL INFORMATION

Proposed FY 2016-17 HUD Consolidated Plan Budget

CDBG:	\$13,258,321	2016-17 Entitlement
	\$ 400,000	Program Income (estimate)
	<u>\$ 275,000</u>	Program Income - Retained by Sub-Recipient (SDDC)
	\$13,933,321	

HOME:	\$ 4,113,859	2016-17 Entitlement
	<u>\$ 1,000,000</u>	Program Income (estimate)
	\$ 5,113,859	

ESG:	\$ 1,211,466	2016-17 Entitlement
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HOPWA:	<u>\$ 6,409,124</u>	2016-17 Entitlement
	\$26,667,770	Total FY 2016-17 HUD Consolidated Plan Budget

FY 2015-16 Reprogramming Budget:

\$ 1,064,334 Unobligated funds in FY 2014-15 and prior years

May 11, 2016

WHEREAS, the Community Development Commission (CDC) and City staff conducted six (6) neighborhood public hearings during January 2016 that provided the public opportunities to participate in identifying needs and to comment on the potential uses of U. S. Department of Housing and Urban Development (HUD) Grant Funds; and

WHEREAS, on March 3, 2016, the Community Development Commission (CDC) was briefed on the City Manager's proposed FY 2016-17 HUD Consolidated Plan Budget, CDC Committees held meetings in March and April 2016 to review the proposed budget; and

WHEREAS, on April 7, 2016, the Community Development Commission concurred with the City Manager's proposed budget and there were no amendments; and

WHEREAS, on April 20, 2016, the City Council was briefed on the City Manager's proposed FY 2016-17 HUD Consolidated Plan Budget, FY 2015-16 Reprogramming Budget, and the Community Development Commission's recommendations; and

WHEREAS, the City Council is scheduled to conduct a straw vote on the Proposed FY 2016-17 HUD Consolidated Plan Budget on May 18, 2016; and

WHEREAS, federal regulations require that a public hearing be held on the City's Proposed FY 2016-17 HUD Consolidated Plan Budget and the Proposed FY 2015-16 Reprogramming Budget; and

WHEREAS, the grant funds include: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG); and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, a summary of the Proposed FY 2016-17 HUD Consolidated Plan Budget and the Proposed FY 2015-16 Reprogramming Budget will be published in the Dallas Morning News on May 12, 2016 to provide an opportunity to submit written comments through June 14, 2016; and

WHEREAS, holding a public hearing on May 25, 2016 satisfies requirements set forth in the City's Citizen Participation Plan; **Now, Therefore,**

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

Section 1. That the preliminary FY 2016-17 HUD Consolidated Plan Budget and FY 2015-16 Reprogramming Budget be adopted per the Attachment A.

Section 2. That a public hearing be held on May 25, 2016 before the Dallas City Council to receive comments on the City's Proposed FY 2016-17 HUD Consolidated Plan Budget and the Proposed FY 2015-16 Reprogramming Budget.

May 11, 2016

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 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A	B	C	D	E	F	G
Project Name	CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
<u>SOURCE OF FUNDS</u>						
Community Development Block Grant Entitlement (grant)			13,457,745	13,258,321		13,258,321
Program Income - Housing Activities			400,000	400,000		400,000
Program Income - Sub-Recipient Retained Program Income (SDDC)			600,000	275,000		275,000
Reprogramming			1,410,006	1,064,334		1,064,334
			15,867,751	14,997,655	0	14,997,655
Home Investment Partnership Entitlement (grant)			3,956,627	4,113,859		4,113,859
Program Income Housing Activities			50,000	1,000,000		1,000,000
			4,006,627	5,113,859	0	5,113,859
Emergency Solutions Grant Entitlement (grant)			1,209,806	1,211,466	0	1,211,466
Housing Opportunities for Persons with AIDS Entitlement (grant)			5,637,374	6,409,124	0	6,409,124
			26,721,558	27,732,104	0	27,732,104
TOTAL SOURCE OF FUNDS						

USE OF FUNDS

Community Development Block Grant			2,106,435	2,056,087		2,056,087
Public Services (15% of CDBG maximum amount allowed)			8,200,189	8,413,317		8,413,317
Housing Activities			1,240,000	275,000		275,000
Economic Development Activities			1,549,578	1,601,587		1,601,587
Public Improvements			2,771,549	2,651,664		2,651,664
Fair Housing and Program Oversight (20% of CDBG maximum amount allowed)			15,867,751	14,997,655	0	14,997,655
HOME Investment Partnerships Program						
HOME Programs			4,006,627	5,113,859	0	5,113,859
Emergency Solutions Grant						
ESG Programs			1,209,806	1,211,466	0	1,211,466
Housing Opportunities for Persons with AIDS						
HOPWA Programs			5,637,374	6,409,124	0	6,409,124
			26,721,558	27,732,104	0	27,732,104
TOTAL USE OF FUNDS						

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)							
CDBG - Public Services							
1	After-School/Summer Program - Provide after school and summer programs for low income youth Monday thru Friday through structured recreational, cultural, social and life skills activities. 24 CDBG funded sites.	CW	2	530,647	559,112		559,112
2	Child Care Services Program - Provide various programs for children and youth, including after school programs; daycare for special needs children, children who are homeless, and children with disabilities via contracts with non-profit agencies. Funds are also used to provide child care subsidies for low and moderate income working parents and teenage parents who are attending school and do not qualify for any other form of public assistance. (Child Care Services and City Child Care Services combined)	CW	2	488,826	488,826		488,826
	Youth Programs Sub-Total			1,019,473	1,047,938	0	1,047,938
3	Clinical Dental Care Program - Provide dental health services to seniors and low-income youth through age of 19 via contract with non-profit agency.	CW	2	100,000	0		0
	Clinical Health Services Sub-Total			100,000	0	0	0
4	Senior Services Program - Provide case management and other programs for seniors, including investigative support services in both community and institutional settings via contracts with non-profit agencies. Funds are also used to provide direct and emergency support services to enhance the quality of life for older adults. (City Office of Senior Affairs and Senior Services Program combined)	CW	2	215,428	230,143		230,143
	Senior Services Sub-Total			215,428	230,143	0	230,143
5	Community Court Program - Through the community court, offenses to persons and code violations of property are swiftly adjudicated and restitution made by defendants who plead guilty or no contest.		3				
	<ul style="list-style-type: none"> South Dallas / Fair Park Community Court South Oak Cliff Community Court West Dallas Community Court 	5,7 4,8 1,3,6		746,534 296,248 235,741 214,545	753,006 299,445 233,032 220,529	0	753,006 299,445 233,032 220,529
6	Training and Employment for Adults with Disabilities - Provide development of life skills, vocational training and job placement for adults with disabilities.	CW	2	25,000	25,000		25,000
	Other Public Services (Non-Youth) Sub-Total			771,534	778,006	0	778,006
	Total CDBG - Public Services			2,106,435	2,056,087	0	2,056,087

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
CDBG - Public Services 15% Cap Under/(Over) Cap				2,106,435 (0) 15.0%	2,056,087 (0) 15.0%		2,056,087 (0) 15.0%
CDBG - Public Services Cap Percentage							
<u>CDBG - Housing Activities</u>							
7	Housing Development Support - Provide service delivery staff whose activities include determining and approving client eligibility, loan processing, and working with lenders and counseling agencies on behalf of clients.	CW	5	1,052,706	1,152,459		1,152,459
8	Mortgage Assistance Program - Provide deferred payment loans up to \$20,000 to low-income first-time homebuyers for down payment and closing cost assistance.	CW	5	1,165,856	1,165,856		1,165,856
9	Housing Services Program - Provide CDBG funds to CHDOs for cost in support of HOME-funded activities, such as housing counseling, loan processing, and other services related to assisting potential homebuyers participating or seeking to participate in HOME funded projects.	CW	5	50,000	50,000		50,000
Homeownership Opportunities Sub-Total				2,268,562	2,368,315	0	2,368,315
10	Housing Assistance Support - Provide service delivery staff to implement the Major Systems Repair Program and Reconstruction Program, which benefit low income homeowners.	CW	5	1,533,936	1,703,154		1,703,154
11	Major Systems Repair Program - Provide homeowner assistance up to \$20,000 with repair/replacement of the following four major systems: heating/air, plumbing/gas, roof and electrical.	CW	5	1,533,761	2,721,964		2,721,964
12	Minor Plumbing Repair/Replacement Program - Provide leak repairs, low flow toilet and fixture replacement and minor plumbing repair assistance to low income homeowners.	CW	5	50,000	0		0
13	Reconstruction Program - Provide deferred loans to low-income homeowners for reconstruction of their existing homes. The reconstruction deferred payment loan is \$103,000 per unit.	CW	5	1,221,964	0		0
14	People Helping People (PHP) Program - Provide for minor exterior repair services to single family homes through volunteers and contract services to lower income, elderly and disabled homeowners.	CW	5	871,731	1,019,051		1,019,051
Homeowner Repair Sub-Total				5,211,392	5,444,169	0	5,444,169

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
15	Dedicated SAFE II Expansion Code Inspection - Code Compliance - Provide enhanced code enforcement activities to supplement police investigations where criminal actions hamper or prevent community revitalization.	CW	3	96,000	0		0
16	Dedicated SAFE II Expansion Code Inspection - Fire Department - Provide enhanced code enforcement activities to supplement police investigations where criminal actions hamper or prevent community revitalization.	CW	3	70,538	0		0
17	Dedicated SAFE II Expansion Code Inspection - Police Department - Provide enhanced code enforcement activities to supplement police investigations where criminal actions hamper or prevent community revitalization.	CW	3	46,122	0		0
18	Neighborhood Investment Program - Code Compliance - Provide enhanced code enforcement activities in the targeted neighborhood areas.	1-8	3	507,575	600,833		600,833
	Other Housing/Neighborhood Revitalization Sub-Total			720,235	600,833	0	600,833
	Total CDBG - Housing Activities			8,200,189	8,413,317	0	8,413,317
CDBG - Economic Development							
19	Business Loan Program (Program Income) - SDDC retains program income generated from revolving business loan program to provide additional loans.	CW	2	600,000	275,000		275,000
20	Business Assistance Center Program - Provide comprehensive technical assistance and business support services to Low/Moderate income persons interested in developing Micro-Enterprises and those who own Micro-Enterprises.	CW	2	640,000	0	0	0
	Total CDBG - Economic Development			1,240,000	275,000	0	275,000
CDBG - Public Improvements							
21	Neighborhood Enhancement Program (NEP) - Provide toolbox of neighborhood improvements to increase aesthetic appeal and complement community development efforts in Neighborhood Investment and other strategically targeted areas.	1-8	3	25,000	0		0
22	Neighborhood Investment Program Infrastructure - Provide infrastructure improvements related to architectural and engineering design in the 5 NIP target areas.	1-8	3	1,249,616	0		0
23	Neighborhood Investment Program (NIP) and Neighborhood Enhancement Program (NEP) Project Delivery - Provide direct services for projects located in NIP and other strategically targeted areas.	1-8	1	274,962	0		0

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
24	Neighborhood Plus - Provide public infrastructure improvements to support redevelopment activities within strategically targeted areas.	CW	3	0	1,601,587		1,601,587
	Public Improvement Sub-Total			1,549,578	1,601,587	0	1,601,587
	Total CDBG - Public Improvement			1,549,578	1,601,587	0	1,601,587
<u>CDBG - Fair Housing and Planning & Program Oversight</u>							
25	Fair Housing Enforcement - Provide housing discrimination investigations, fair housing education and outreach, and citizen referrals.	CW	1	633,053	652,085		652,085
26	Citizen Participation/CDC Support/HUD Oversight - Office of Financial Services/Community Development Division. Provide coordination of ConPlan budget development, citizen participation, and reporting to HUD as primary City liaison.	CW	1	673,984	721,050		721,050
27	Housing Management Support - Provide funding for Housing management staff support for housing programs.	CW	1	1,160,780	1,278,529		1,278,529
28	Economic Development Oversight - Provide contract administration; compliance and oversight of CDBG funded programs.	CW	1	198,084	0		0
29	Parks and Recreation Oversight - This position assists the Contract Compliance Manager with the review of all PKR Public Service programs and contracts for compliance with HUD guidelines.	CW	1	105,648	0		0
	Total CDBG - Fair Housing and Planning & Program Oversight			2,771,549	2,651,664	0	2,651,664
	CDBG - FH/PLN/Program Oversight 20% Cap Under/(Over) Cap			2,771,549	2,651,664	0	2,651,664
	CDBG - FH/PLN/Program Oversight Cap Percentage			20%	20%		20%
	TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT			15,867,751	14,997,655	0	14,997,655

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)							
30	CHDO Development Loan Program - Provide development and pre-development loans and grants to nonprofit City-certified CHDOs developing affordable housing for low income households. (15% minimum)						
31	CHDO Operating Assistance - Provide operational support to assist with the development and management of CHDO projects. (5% maximum)	CW	5	1,000,000	1,000,000		1,000,000
32	HOME Program Administration - Housing department staff administrative costs. (10% maximum)	CW	5	175,000	175,000		175,000
33	Mortgage Assistance Program - Provide no interest, deferred payment loans for down-payment, principal reduction and closing cost assistance up to a maximum of \$20,000.	CW	5	395,662	511,385		511,385
34	Housing Development Loan Program - Provide private and non-profit organizations with loans/grants for the development of affordable housing, including but not limited to pre-development costs, development costs, construction subsidies, relocation costs, demolition costs, acquisition costs, related acquisition costs, rental rehabilitation.	CW	5	957,158	957,158		957,158
	Home Ownership Opportunities Sub-Total			1,348,807	2,470,316	0	2,470,316
				3,876,627	5,113,859		5,113,859
35	Tenant Based Rental Assistance - Provide transitional rental assistance to homeless persons for a minimum of one year while they become stabilized.	CW	6	130,000	0		0
	Other Housing Sub-Total			130,000	0	0	0
	TOTAL HOME INVESTMENT PARTNERSHIP PROGRAM			4,006,627	5,113,859	0	5,113,859

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
EMERGENCY SOLUTIONS GRANT (ESG)							
36	Contracts - Essential Services - Provide direct services to the homeless to address employment (job placement and training), child care, substance abuse treatment and health prevention services.	CW	2	57,737	57,737		57,737
37	Contracts - Operations - Provide payment of operational costs for shelters or transitional housing facilities for homeless persons.	CW	2	92,430	92,430		92,430
38	Homeless Assistance Center - Essential Services - Provide case management services to assist clients in obtaining federal, state and local assistance.	CW	2	148,005	148,005		148,005
39	Homeless Assistance Center - Operations - Provide payment of utilities and other operating costs for the Homeless Assistance Center.	CW	2	378,279	378,279		378,279
40	Street Outreach - Provide case management and referral services to unsheltered homeless in using the local coordinated assessment system and assisting clients in obtaining Federal, State, and local assistance.	CW	2	0	50,428		50,428
	Essential Services/Operations Sub-Total			676,451	726,879	0	726,879
41	Homeless Prevention - Financial Assistance/Rent (MLK) - Provide short-term (3 months) and medium-term (4 - 24 months) of rental assistance; rental arrears up to six months; utilities assistance; moving costs, etc. to persons at-risk of homelessness and meet income limits below 30% of the area median income.	CW	2				30,700
42	Homeless Prevention - Financial Assistance/Rent (WDMC) - Provide short-term (3 months) and medium-term (4 - 24 months) of rental assistance; rental arrears up to six months; utilities assistance; moving costs, etc. to persons at-risk of homelessness and meet income limits below 30% of the area median income.	CW	2	40,000	30,700		30,700
	Homeless Prevention Sub-Total			80,000	61,400	0	61,400
43	Rapid Re-Housing - Financial Assistance/Rent - Provide assistance with application fees, deposits, and rental arrears up to six months for persons who are homeless.	CW	2	11,000	11,000		11,000
44	Rapid Re-Housing - Housing Relocation & Stabilization - Provide case management, housing search and placement, legal services, credit repair to homeless persons in permanent housing programs.	CW	2	281,452	281,452		281,452
	Rapid Re-Housing Sub-Total			292,452	292,452	0	292,452
45	HMIS Data Collection - Provide client-level data collection for persons served by the grant, as well as training, generating reports, monitoring and reviewing data quality.	CW	1	70,168	40,000		40,000
	HMIS Data Collection Sub-Total			70,168	40,000	0	40,000
46	ESG Administration - Monitor and evaluate contracts and other program activities.	CW	1	90,735	90,735		90,735

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A		B	C	D	E	F	G
Project Name		CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
Program Administration Sub-Total				90,735	90,735	0	90,735
TOTAL EMERGENCY SOLUTIONS GRANT				1,209,806	1,211,466	0	1,211,466
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)							
47	Emergency/Tenant Based Rental Assistance/Financial Assistance - Provide emergency assistance and long-term rental assistance to persons with HIV/AIDS and their families who live in the Dallas eligible metropolitan area.	CW	2	2,291,723	2,430,204		2,430,204
48	Emergency/Tenant Based Rental Assistance/Housing Services - Provide staffing for emergency assistance and long-term rental assistance to persons with HIV/AIDS and their families who live in the Dallas eligible metropolitan area.	CW	2	557,000	557,000		557,000
49	Housing Facilities Operation - Provide housing operation costs, including lease, maintenance, utilities, insurance and furnishings for facilities that provide assistance to persons with HIV/AIDS and their families who live in the Dallas eligible metropolitan area.	CW	2	850,900	876,000		876,000
50	Supportive Services - Provide supportive services, information and referral, and outreach in conjunction with housing assistance to persons with HIV/AIDS and their families who live in the Dallas eligible metropolitan area, including hospice/respite care for affected children.	CW	2	1,355,170	1,355,170		1,355,170
51	Housing Facilities Rehab/Repair/Acquisition - Provide rehabilitation/repair or acquisition funds for facilities that provide housing to persons with HIV/AIDS and their families who live in the metropolitan area.	CW	6	0	500,000		500,000
52	Housing Information/Resource Identification - Provide Housing Information Services (including housing counseling, housing advocacy, information and referral services, fair housing information, housing search and assistance, and client-level data collection) and Resource Identification (including costs to develop housing assistance resources, outreach and relationship-building with landlords, costs involved in creating brochures, web resources, and time to locate and identify affordable housing vacancies).	CW	2	124,860	168,480		168,480
Other Public Services Sub-Total				5,179,653	5,886,854	0	5,886,854

*CW=City Wide

**FY 2016-17 CONSOLIDATED PLAN FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Attachment A

A	B		C	D	E	F	G
	Project Name	CD	NH+ Goal	FY 2015-16 Adopted Budget	FY 2016-17 CMO Proposed Budget	CDC Proposed Amendments as of 4/7/2016 +/-	FY 2016-17 Proposed Budget
53	Program Administration/City of Dallas - Provide administrative oversight, evaluation, technical assistance, and client-level data collection for grant funds and program activities.	CW	1	169,121	192,270		192,270
54	Program Administration/Project Sponsors - Provide administrative costs for project sponsors in oversight and evaluation of program activities.	CW	1	288,600	330,000		330,000
	Program Administration Sub-Total			457,721	522,270	0	522,270
	TOTAL HOUSING OPPORTUNITIES FOR PERSONS W/ AIDS			5,637,374	6,409,124	0	6,409,124
	GRAND TOTAL CONSOLIDATED PLAN BUDGET			26,721,558	27,732,104	0	27,732,104

*CW=City Wide

AGENDA ITEM # 15

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Jeanne Chipperfield, 670-7804

MAPSCO: N/A

SUBJECT

Authorize a public hearing to be held on May 25, 2016 to receive comments on the FY 2016-17 Operating, Capital, and Grant/Trust budgets - Financing: No cost consideration to the City

BACKGROUND

Each year the City of Dallas holds a series of public hearings to provide the citizens of Dallas the opportunity to speak on next year's budget.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

May 11, 2016

WHEREAS, the City Council is committed to providing the citizens of Dallas with the opportunity to speak on the City's FY 2016-17 budget;

Now, Therefore,

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

Section 1. That a public hearing on the City's FY 2016-17 Operating, Capital, and Grant/Trust budgets will be held on May 25, 2016 in the Council Chambers.

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 # 16

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

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 4, 6, 10, 11

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 15-H 22-J 26-R 53-Z

SUBJECT

Authorize a contract with Hellas Construction, Inc., lowest responsible bidder of two, for tennis court resurfacing at Fair Oaks Tennis Center located at 7501 Merriman Parkway, Fretz Tennis Center located at 6998 Beltline Road, Kiest Tennis Center located at 2324 West Kiest Boulevard, and L.B. Houston Tennis Center located at 11225 Luna Road - Not to exceed \$390,940 - Financing: Current Funds

BACKGROUND

On January 28, 2016, two bids were received for tennis court resurfacing at Fair Oaks Tennis Center, Fretz Tennis Center, Kiest Tennis Center and L.B. Houston Tennis Center. This item authorizes award of the construction contract to Hellas Construction, Inc. with a total contract amount of \$390,940.

Damages and related repair expenses at L.B. Houston and Fair Oaks Tennis Centers are attributed to the Spring 2015 flooding and are mostly reimbursable by Federal Emergency Management Agency (FEMA).

Hellas Construction, Inc. has had no contractual activities with the City of Dallas for the past three years.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	June 2016
Complete Construction	December 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Park and Recreation Board deferred this item on March 10, 2016.

The Park and Recreation Board authorized award of the contract on April 21, 2016.

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

Information about this item will be provided to the Quality of Life & Environment Committee on May 9, 2016.

FISCAL INFORMATION

Current Funds - \$390,940

<u>Council District</u>	<u>Amount</u>
4	\$ 48,250
6	\$197,940
10	\$ 67,550
11	<u>\$ 77,200</u>
Total	\$390,940

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Hellas Construction, Inc.

White Male	111	White Female	31
Black Male	13	Black Female	0
Hispanic Male	266	Hispanic Female	10
Other Male	2	Other Female	2

BID INFORMATION

The following two bids were received and opened on January 28, 2016:

*Denotes the successful bidder

<u>Bidders</u>	<u>Total Bid**</u>
*Hellas Construction, Inc. 12710 Research Boulevard, Ste. 240 Austin, Texas 78759	\$390,940
Eko and Sons (DBA Solidlines)	**Non-responsive

**Eko and Sons (DBA Solidlines) is deemed non-responsive based on the lack of five years experience required for this project.

OWNER

Hellas Construction, Inc.

Reed J. Seaton, President
Tommy McDougal, Vice President
Dan Schlapkohl, Secretary
Frank Petrini, Treasurer

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Hellas Construction, Inc., lowest responsible bidder of two, for tennis court resurfacing at Fair Oaks Tennis Center located at 7501 Merriman Parkway, Fretz Tennis Center located at 6998 Beltline Road, Kiest Tennis Center located at 2324 West Kiest Boulevard, and L.B. Houston Tennis Center located at 11225 Luna Road - Not to exceed \$390,940 - Financing: Current Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$390,940.00	100.00%
TOTAL CONTRACT	\$390,940.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
10S Court Surface	WFWBC86440417	\$288,709.19	73.85%
Total Minority - Non-local		\$288,709.19	73.85%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$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%	\$288,709.19	73.85%
Total	\$0.00	0.00%	\$288,709.19	73.85%

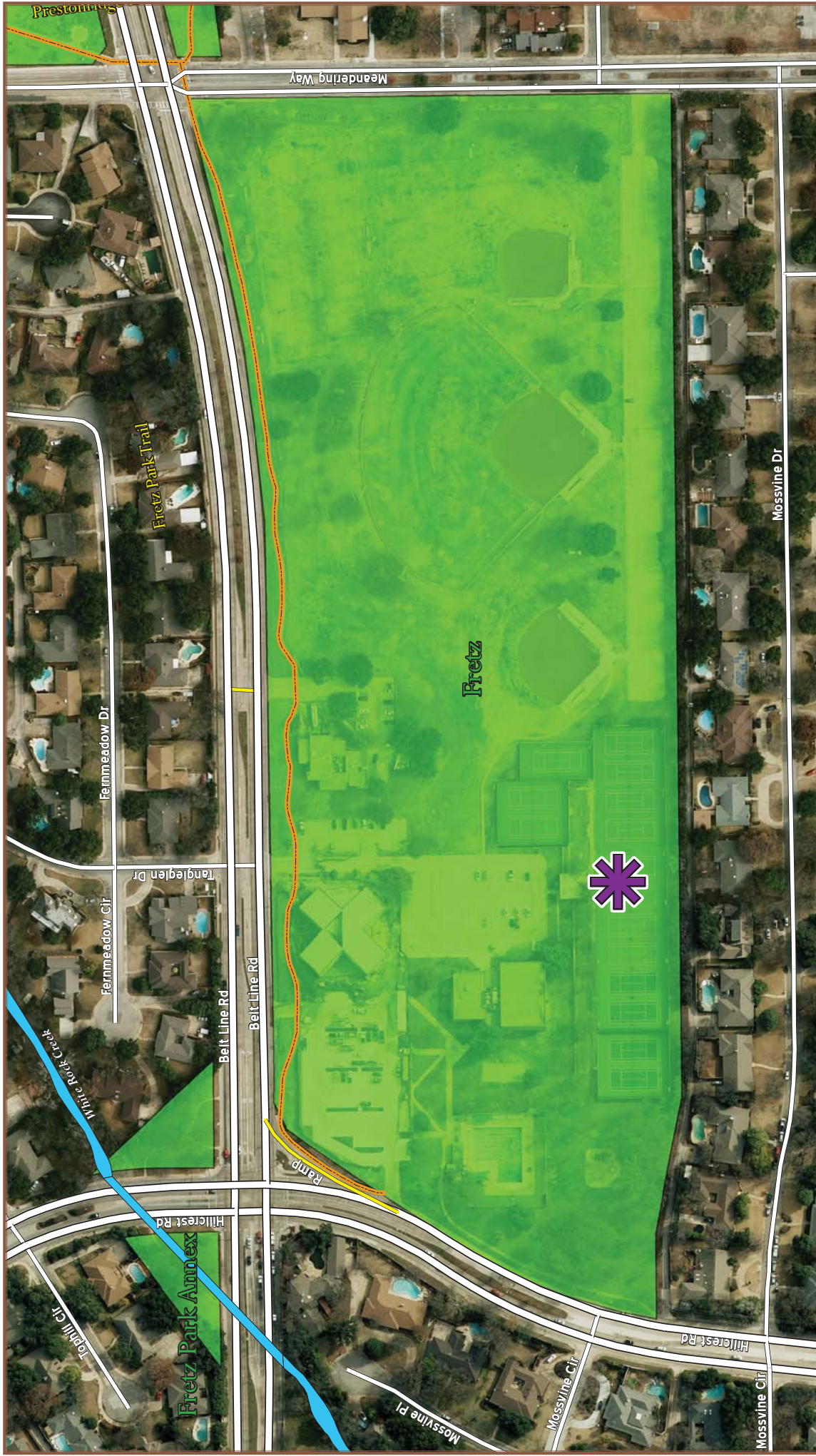


April 21, 2016

Fair Oaks Tennis Center (7501 Merriman Pkwy)

Mapsc
26 R

District
10

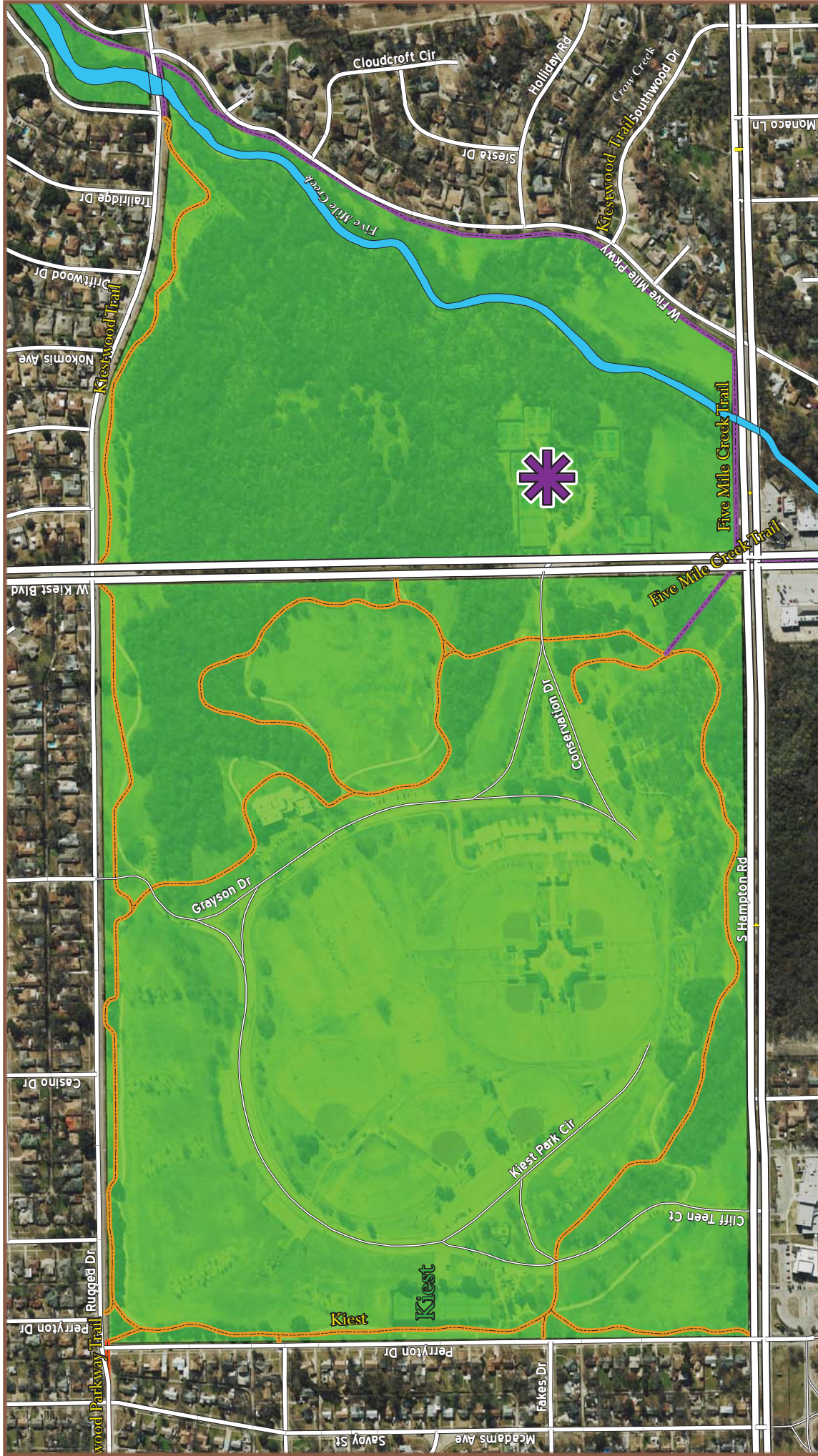


Mapsco
15 H

District
11

Fretz Tennis Center
(6998 Belt Line Road)

April 21, 2016



Kiest Tennis Center
(2324 W Kiest Blvd)

Mapsco
53 Z

District
4



April 21, 2016



Mapsco
22 J

L.B. Houston Tennis Center
(11225 Luna Rd)

District
6

April 21, 2016

May 11, 2016

WHEREAS, on January 28, 2016, two bids were received for tennis court resurfacing at Fair Oaks Tennis Center located at 7501 Merriman Parkway, Fretz Tennis Center located at 6998 Beltline Road, Kiest Tennis Center located at 2324 West Kiest Boulevard, and L.B. Houston Tennis Center located at 11225 Luna Road.

Bidders**Total Bid****

Hellas Construction, Inc.
Eko and Sons (DBA Solidlines)

\$390,940
**Non-responsive

**Eko and Sons (DBA Solidlines) is deemed non-responsive based on the lack of five years experience required for this project.

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 contract with Hellas Construction, Inc. for tennis court resurfacing at Fair Oaks, Fretz, Kiest, and L.B. Houston Tennis Courts, in an amount not to exceed \$390,940.

SECTION 2. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a contract with Hellas Construction, Inc., after approval as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse an amount not to exceed \$390,940 to Hellas Construction, Inc., as follows:

Current Fund, Fair Oaks Tennis Center Resurfacing, Fund 0001 Department PKR, Unit 5281, Object 3210, Activity PK19 Program PK9363-1, CT-PKR16E018, Commodity 91265 Vendor VS0000078437	\$67,550
Current Fund, Kiest Tennis Center Resurfacing, Fund 0001 Department PKR, Unit 5284, Object 3210, Activity PK19 Program PK9363-2, CT-PKR16E019, Commodity 91265 Vendor VS0000078437	\$48,250
Current Fund, Fretz Tennis Center Resurfacing, Fund 0001 Department PKR, Unit 5282, Object 3210, Activity PK19 Program PK9363-3, CT-PKR16E020, Commodity 91265 Vendor VS0000078437	\$77,200

May 11, 2016

SECTION 3. (Continued)

Current Fund, L.B. Houston Tennis Center Resurfacing, Fund 0001
Department PKR, Unit 5285, Object 3210, Activity PK19
Program PK9363-4, CT-PKR16E021, Commodity 91265
Vendor VS0000078437

\$197,940

Total amount not to exceed

\$390,940

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 # 17

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

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 14

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 35-X

SUBJECT

Authorize a contract with Henneberger Construction, Inc., lowest responsible bidder of two, for renovation of historic roque courts at Robert E. Lee Park located at 3400 Turtle Creek Boulevard – Not to exceed \$353,682 – Financing: 2006 Bond Funds (\$322,682) and 2003 Bond Funds (\$31,000)

BACKGROUND

On January 8, 2016, two bids were received for renovations at Robert E. Lee Park. This item authorizes award of the construction contract to Henneberger Construction, Inc. for the Base Bid and Alternate Nos. 1C, 1E and 1F, with a total contract amount of \$353,681.93.

The following chart illustrates Henneberger Construction, Inc.'s contractual activities with the City of Dallas for the past three years:

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	0	0	4
Change Orders	0	0	6
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	October 2014
Completed Design	October 2015
Begin Construction	June 2016
Complete Construction	July 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Park and Recreation Board authorized advertisement for bids on December 20, 2012.

The Park and Recreation Board deferred this item on March 10, 2016.

The Park and Recreation Board authorized award of the contract on April 21, 2016.

Information about this item will be provided to the Quality of Life & Environment Committee on May 9, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$322,681.93
2003 Bond Funds - \$31,000.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Henneberger Construction, Inc.

White Male	2	White Female	1
Hispanic Male	8	Hispanic Female	0
Black Male	0	Black Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following two bids were received and opened on January 8, 2016:

*Denotes the successful bidder

<u>Bidders</u>	<u>Base Bid</u>	<u>Alternate Nos. 1C, 1E and 1F**</u>	<u>Total Bid</u>
*Henneberger Construction, Inc. 8928 Fairglen Drive Dallas, Texas 75231	\$321,191.17	\$32,490.76	\$353,681.93
Wall Enterprises	\$641,700.00	\$84,100.00	\$725,800.00

**Alternate No. 1C - provides for installation of drinking fountain and bottle filler.

**Alternate No. 1E - provides for installation of existing fountain electrical control box relocation.

**Alternate No. 1F - provides for installation of landscape tree downlighting.

OWNER

Henneberger Construction, Inc.

Cynthia Henneberger, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Henneberger Construction, Inc., lowest responsible bidder of two, for renovation of historic roque courts at Robert E. Lee Park located at 3400 Turtle Creek Boulevard – Not to exceed \$353,682 – Financing: 2006 Bond Funds (\$322,682) and 2003 Bond Funds (\$31,000)

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$353,681.93	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$353,681.93	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Poole Excavation	BMDB00031Y0716	\$114,022.00	32.24%
Texas Sand & Gravel	WFDB64950N0416	\$5,500.00	1.56%
Total Minority - Local		\$119,522.00	33.79%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$114,022.00	32.24%	\$114,022.00	32.24%
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	\$5,500.00	1.56%	\$5,500.00	1.56%
Total	\$119,522.00	33.79%	\$119,522.00	33.79%



Mapsco
35 X

District
14

Robert E. Lee Park
(3400 Turtle Creek Blvd)

April 21, 2016

May 11, 2016

WHEREAS, on January 8, 2016, two bids were received for renovation of historic roque courts at Robert E. Lee Park located at 3400 Turtle Creek Boulevard.

<u>Bidders</u>	<u>Base Bid</u>	<u>Alternate Nos. 1C, 1E and 1F**</u>	<u>Total Bid</u>
Henneberger Construction, Inc.	\$321,191.17	\$32,490.76	\$353,681.93
Wall Enterprises	\$641,700.00	\$84,100.00	\$725,800.00

**Alternate No. 1C - provides for installation of drinking fountain and bottle filler.

**Alternate No. 1E - provides for installation of existing fountain electrical control box relocation.

**Alternate No. 1F - provides for installation of landscape tree downlighting.

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 contract with Henneberger Construction, Inc. for renovation of historic roque courts at Robert E. Lee Park, in an amount not to exceed \$353,681.93.

SECTION 2. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a contract with Henneberger Construction, Inc., after approval as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse an amount not to exceed \$353,681.93 to Henneberger Construction, Inc., as follows:

(2006) Park and Recreation Facilities Improvement Fund Fund 1T00, Department PKR, Unit T261, Object 4599 Activity RFSI, Program PK06T261, CT-PKR16019534 Commodity 91200, Vendor 331939	\$130,000.00
(2006) Park and Recreation Facilities Improvement Fund Fund 2T00, Department PKR, Unit T261, Object 4599 Activity RFSI, Program PK06T261, CT-PKR16019534 Commodity 91200, Vendor 331939	\$157,443.00

May 11, 2016**SECTION 3.** (Continued)

(2006) Park and Recreation Facilities Improvement Fund
Fund 9T00, Department PKR, Unit T261, Object 4599
Activity RFSI, Program PK06T261, CT-PKR16019534
Commodity 91200, Vendor 331939 \$22,896.93

(2006) Park and Recreation Facilities Improvement Fund
Fund 3T00, Department PKR, Unit T044, Object 4599
Activity RFSI, Program PK06T261, CT-PKR16019534
Commodity 91200, Vendor 331939 \$12,342.00

(2003) Major Recreational Facilities Improvement Fund
Fund 6R00, Department PKR, Unit T261, Object 4599
Activity RFSI, Program PK06T261, CT-PKR16019534
Commodity 91200, Vendor 331939 \$31,000.00

Total amount not to exceed \$353,681.93

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 # 18

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

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: N/A

SUBJECT

Authorize a public hearing to be held on May 25, 2016, to receive comments on readopting and continuing in effect Chapter 12, "City Youth Program Standards of Care," of the Dallas City Code, to re-establish standards of care for certain city youth programs in compliance with state law - Financing: No cost consideration to the City

BACKGROUND

Section 42.041(b)(14) of the Texas Human Resources Code, as amended, allows city-sponsored youth recreation programs to be exempted from the state's day care licensing laws if the city adopts standards of care for those programs and complies with other requirements of that legislation. One requirement is that the City Council hold a public hearing annually on the city's youth program standards of care and adopt an ordinance re-establishing and continuing in effect the standards.

Ordinance No. 23159, adopted by the City Council on June 11, 1997, created Chapter 12 of the Dallas City Code in order to exempt City of Dallas youth programs from State child-care licensing requirements and provide minimum standards by which the City operates youth programs. Chapter 12 was readopted by Ordinance No. 23534 on June 10, 1998, by Ordinance No. 23907 on June 9, 1999, by Ordinance No. 24281 on June 14, 2000, by Ordinance No. 24611 on May 23, 2001, by Ordinance No. 24943 on May 22, 2002, by Ordinance No. 25269 on May 28, 2003, by Ordinance No. 25628 on June 9, 2004, by Ordinance No. 25998 on May 25, 2005, by Ordinance No. 26376 on June 14, 2006, by Ordinance No. 26800 on June 13, 2007, by Ordinance No. 27222 on June 11, 2008, by Ordinance No. 27565 on June 10, 2009, by Ordinance No. 27911 on June 9, 2010; by Ordinance No. 28217 on May 25, 2011; by Ordinance No. 28670 on May 23, 2012; by Ordinance No. 29036 on June 12, 2013, and by Ordinance No. 29358 on May 28, 2014. Chapter 12 will expire on June 16, 2016 unless sooner terminated or extended by ordinance of the City Council.

BACKGROUND (continued)

The Director of the Park and Recreation Department implements, administers, and enforces Chapter 12, which applies to youth programs sponsored by the City, whether offered after school, during the summer, or during holidays. A coordinator initiates an inspection report for each program to confirm that standards of care are being met.

The youth program coordinators and leaders must meet certain qualifications pertaining to age, education, and experience and are provided orientation and training relating to working with children.

Each program must operate with a participant to leader ratio of 20:1 and must follow guidelines pertaining to safety, fire, and health as set forth in the standards of care.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

May 11, 2016

WHEREAS, the City of Dallas has a long history of providing recreational programs for youth ages five through thirteen years, which programs contribute to the overall well-being of the city's youth and families; and

WHEREAS, the City found it necessary to adopt standards of care for those youth programs in compliance with the requirements of Section 42.041 (b)(14) of the Texas Human Resources Code, as amended, in order to exempt those programs from state child care licensing requirements; and

WHEREAS, Section 42.041 (b)(14) of the Texas Human Resources Code, as amended, requires the City to annually readopt the standards of care for city-sponsored youth programs after holding a public hearing. **Now, Therefore,**

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

SECTION 1. That a public hearing on readopting and continuing in effect Chapter 12, "City Youth Program Standards of Care," of the Dallas City Code, which establishes standards of care for certain city youth programs sponsored by the City of Dallas, will be held on Wednesday, May 25, 2016.

SECTION 2. That an ordinance readopting and continuing in effect Chapter 12, "City Youth Program Standards of Care," of the Dallas City Code, to re-establish standards of care for certain city-sponsored youth programs in compliance with State law, will be considered by the Council on Wednesday, May 25, 2016, after the public hearing.

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

AGENDA ITEM # 19

KEY FOCUS AREA: Public Safety

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 1, 2, 3, 4, 5, 6, 7, 8, 14

DEPARTMENT: Police

CMO: Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize payment to the Dallas County Sheriff's Office for reimbursement of program expenses associated with the Dallas County Highway Traffic Program for the period October 1, 2015 through September 30, 2016 - Not to exceed \$600,000 - Financing: Current Funds

BACKGROUND

In January 2008, the Dallas County Sheriff's Office assumed primary freeway coverage responsibility in Southern Dallas County. This allows Dallas Police Department to reallocate resources to focus more intently on neighborhoods, while the Sheriff's Office can provide a targeted regional response on the highways to achieve greater response times and enhanced response capabilities.

In FY 2011-12, the City assisted Dallas County in meeting budgetary shortfalls for the Dallas County Highway Program by contributing \$1M in financing towards the program. In addition, the agreement modified the traffic management coverage areas for the Dallas Police Department and the Dallas County Sheriff's Office.

During FY 2012-13 and FY 2013-14, highway coverage remained the same and the City contributed \$800K to program expenses in FY 2012-13 and \$600K in FY 2013-14.

During FY 2014-15, highway coverage remained the same and the City contributed \$600K to cover program expenses in FY 2014-15.

For FY 2015-16, highway coverage has remained the same and the City is being asked to contribute \$600K to cover program expenses. In addition to our support, the Dallas County Highway Traffic Program will receive additional financial support from the Regional Transportation Council for \$1M.

BACKGROUND (Continued)

Under this agreement, the Dallas County Sheriff's Office manages traffic coverage in the following locations:

<u>Loop 12</u>	Trinity River to Interstate 35/Loop 12 (Walton Walker) split
<u>Woodall Rodgers Frwy.</u>	from Central Expressway to River Front Boulevard
<u>U.S. Highway 175</u>	from I-45 to City of Seagoville City limits
<u>Interstate 45</u>	Woodall Rodgers Freeway to U.S. Highway 175
<u>Interstate 30</u>	from the City of Irving City limits to the City of Mesquite City limits
<u>Interstate 35</u>	from Woodall Rodgers to the City limits (North of 635) and from the Interstate 35/67 split to Woodall Rodgers
<u>Interstate 20</u>	from the City of Balch Springs City Limits to the City limits of the City of Grand Prairie City limits

Dallas County Sheriff's Office is committed to reviewing and adjusting the traffic court fee collection process to identify improvements with the system. If additional revenue is collected, the revenue will be applied proportionately to reduce the funding contributed by Dallas County, the City of Dallas and North Central Texas Council of Governments as outlined above.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSION)

Authorized on December 14, 2011, by Resolution No. 11-3246 to approve payment of \$1M for FY 2011-12 Program Expenses for the Southern Dallas Highway Program.

Authorized on November 14, 2012, by Resolution No. 12-2755 to approve payment of \$800,000 for FY 2012-13 Program Expenses for the Southern Dallas Highway Program.

Authorized on January 22, 2014, by Resolution No. 14-0188 to approve payment of \$600,000 for FY 2013-14 Program Expenses for Dallas County Highway Program.

Authorized on June 17, 2015, by Resolution No. 15-1244 to approve payment of \$600,000 for FY 2014-15 Program Expenses for Dallas County Highway Program.

Information about this item was provided to the Public Safety Committee on April 25, 2016.

FISCAL INFORMATION

\$600,000 - Current Funds

<u>Council District</u>	<u>Amount</u>
1	\$66,666
2	\$66,666
3	\$66,666
4	\$66,667
5	\$66,667
6	\$66,667
7	\$66,667
8	\$66,667
14	<u>\$66,667</u>
Total	\$600,000

May 11, 2016

WHEREAS, Dallas County maintains a highway traffic program for limited-access facilities in portions of Dallas County (Traffic Program); and

WHEREAS, the Parties previously agreed upon a funding strategy for the Traffic Program to address an expected shortfall for FY2012, FY2013, FY2014 and FY2015; and

WHEREAS, given the success of the funding strategy for FY2012, FY2013, FY2014 and FY2015 the Parties now desire to enter into an agreement concerning the funding for the Traffic Program for FY2016; and

WHEREAS, in consideration of these premises, Dallas County, the City of Dallas, the Regional Transportation Council, and the North Central Texas Council of Governments agree to reimburse program expenses associated with the Dallas County Highway Traffic Program.

Now, Therefore,

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

Section 1. The City Manager is hereby authorized to reimburse Dallas County for program expenses associated with the Dallas County Highway Traffic Program for the period October 1, 2015 through September 30, 2016.

Section 2. That the Chief Financial Officer is authorized to pay the Dallas County Sheriff's Office (014003) an amount not to exceed \$600,000 from Fund 0001, Department DPD, Unit 2121, Object 3070, Encumbrance No. PX2121CR16G20.

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

AGENDA ITEM # 20

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Public Works Department
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256

MAPSCO: 35V 36S & W

SUBJECT

Authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue - Not to exceed \$251,851- Financing: 2012 Bond Funds (\$226,006) and Water Utilities Capital Improvement Funds (\$25,845)

BACKGROUND

This action will authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue.

The improvements will consist of modifying the existing roadway cross-section in order to provide wider sidewalks and parallel on-street parking. Other improvements entail pedestrian lighting, street furniture, landscaping, storm drainage, barrier free ramps, and water and wastewater upgrades. A new traffic signal is also being provided at the intersection of Henderson Avenue and Willis Avenue.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	June 2016
Complete Design	March 2017
Begin Construction	July 2017
Complete Construction	July 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2012 Bond Funds - \$226,006.00

Water Utilities Capital Improvement Funds - \$25,845.00

<u>Council District</u>	<u>Amount</u>
2	\$ 93,084.13
14	<u>\$158,766.87</u>
Total	\$251,851.00
Design (this action)	\$ 251,851.00
Construction	
Paving & Drainage - PBW	\$1,071,172.30 (est.)
Water & Wastewater - DWU	<u>\$ 211,237.13 (est.)</u>
Total	\$1,534,260.43 (est.)

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Huitt-Zollars, Inc.

Hispanic Female	8	Hispanic Male	10
African-American Female	3	African-American Male	2
Other Female	3	Other Male	5
White Female	26	White Male	51

OWNER

Huitt-Zollars, Inc.

John Ho, P.E., Vice President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Huitt-Zollars, Inc. for the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue - Not to exceed \$251,851- Financing: 2012 Bond Funds (\$226,006) and Water Utilities Capital Improvement Funds (\$25,845)

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$251,851.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$251,851.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
The Rios Group, Inc.	HFDB4159Y0616	\$10,000.00	3.97%
Salcedo Group, Inc.	HMDB94641Y1116	\$56,220.00	22.32%
Total Minority - Local		\$66,220.00	26.29%

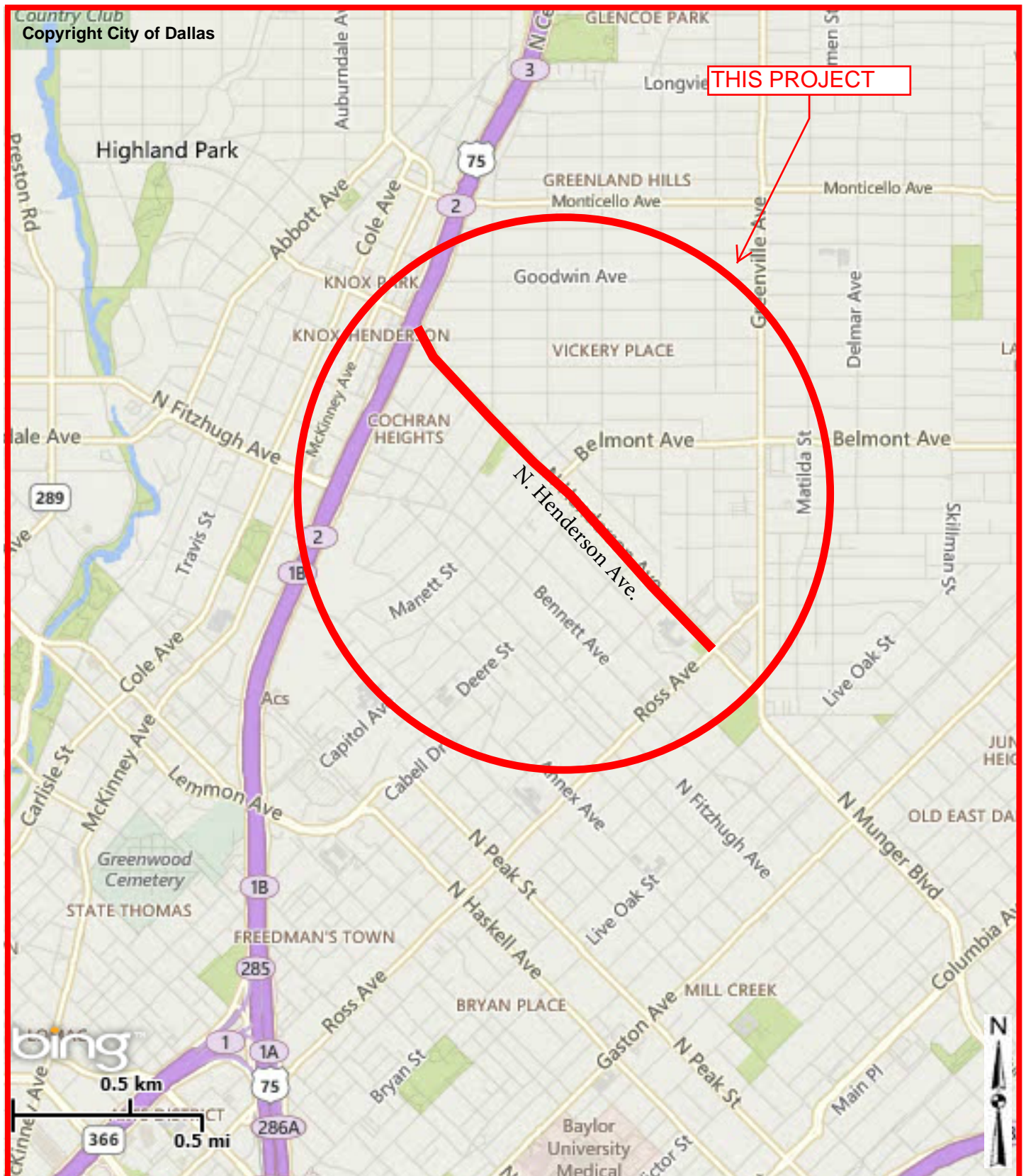
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$66,220.00	26.29%	\$66,220.00	26.29%
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	\$66,220.00	26.29%	\$66,220.00	26.29%

COMPLETE STREET IMPROVEMENTS HENDERSON AVENUE FROM US 75 TO ROSS AVENUE



MAPSCO 35V, 36S & W

May 11, 2016

WHEREAS, Huitt-Zollars, Inc. was selected to provide the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue.

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 professional services contract with Huitt-Zollars, Inc. for the engineering design of complete street improvements for Henderson Avenue from US 75 to Ross Avenue, in an amount not to exceed \$251,851.00, 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 contract from:

Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S407, Act. THRF Obj. 4111, Program #PB12S407, CT PBW12S407H1 Vendor #090025, in an amount not to exceed	\$226,006.00
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Water Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Obj. 4111, Program #716237, CT PBW716237CP Vendor #090025, in an amount not to exceed	\$ 14,507.00
--	--------------

Wasterwater Capital Improvement Fund Fund 2116, Department DWU, Unit PS42 Obj. 4111, Program #716238, CT PBW716238CP Vendor #090025, in an amount not to exceed	<u>\$ 11,338.00</u>
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Total amount not to exceed	\$251,851.00
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Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 21

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 1, 2

DEPARTMENT: Public Works Department

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

MAPSCO: 45P S W

SUBJECT

Authorize a contract with Gibson & Associates, Inc., lowest responsible bidder of four, for bridge repair and rehabilitation for the Houston Street Viaduct, Phase II Project - Not to exceed \$7,677,780 - Financing: 2012 Bond Funds

BACKGROUND

The Houston Street Viaduct bridge repair and rehabilitation project was approved in the 2012 Bond Program. A professional services contract with Nathan D. Maier Consulting Engineers, Inc. was authorized on August 19, 2013, by Administrative Action No. 13-6249 to develop the scope of work for the Houston Street Viaduct bridge repair and rehabilitation improvements. On August 27, 2014, Resolution No. 14-1386 authorized Supplemental Agreement No. 1 to the contract with Nathan D. Maier Consulting Engineers, Inc. for the engineering design of bridge repair and rehabilitation for the Houston Street Viaduct project. This action will authorize a contract with Gibson & Associates, Inc. for the bridge repair and rehabilitation for Houston Street Viaduct, Phase II project.

Construction of the Houston Street Viaduct bridge project is being administrated in two primary phases. Phase I was completed in June 2015 and consisted of bridge deck repair and rehabilitation work; Phase I construction was accelerated as a stand alone project in order to expedite the re-opening of the Houston Street Viaduct to vehicular traffic following the completion of the Oak Cliff Streetcar project.

Phase II construction entails the bridge substructure and superstructure bridge repair and rehabilitation work. A portion of the Phase II work was also accelerated and completed this past winter for some of the bridge spans located within the State's IH35 / IH30 right-of-way. Accelerating this work was necessary in order to take advantage of a small window of time within TxDOT's Horseshoe project schedule that allowed the City's contractor to perform the required work while there was no freeway traffic below, thus eliminating the need for freeway traffic lane closures.

BACKGROUND (Continued)

The remaining Phase II bridge repair and rehabilitation work for the Houston Street Viaduct will be completed with this construction contract.

The following chart shows Gibson & Associates, Inc.'s completed contractual activities for the past three years:

	<u>PBW</u>	<u>WTR</u>	<u>PKR</u>
Projects Completed	3	0	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	September 2013
Completed Design	October 2015
Begin Construction	June 2016
Complete Construction	June 2017

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. for engineering services on August 27, 2014, by Resolution No. 14-1386.

Authorized a contract with Gibson & Associates, Inc. for the reconstruction of street paving, storm drainage, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue by Resolution No. 15-1246.

Authorized Phase II to the construction contract with Gibson & Associates, Inc., for bridge repair and rehabilitation for Houston Street Viaduct on November 10, 2015, by Resolution No. 15-2084.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2012 Bond Funds - \$7,677,780.00

FISCAL INFORMATION (Continued)

<u>Council District</u>	<u>Amount</u>	
1	\$ 5,118,520.00	
2	<u>\$ 2,559,260.00</u>	
Total	\$7,677,780.00	
Design - PBW		\$ 46,172.00
Supplemental Agreement No. 1		\$ 812,970.00
Construction		
Bridge Span Repair Project		\$ 799,846.00
Bridge Repair & Rehabilitation - PBW (this action)		<u>\$7,677,780.00</u>
Total		\$9,336,768.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION**Gibson & Associates, Inc.**

Hispanic Female	1	Hispanic Male	85
African-American Female	1	African-American Male	3
Other Female	0	Other Male	2
White Female	3	White Male	30

BID INFORMATION

The following bids with quotes were received and opened on February 19, 2016:

*Denotes successful bidder(s)

<u>BIDDERS</u>	<u>BID AMOUNT</u>
*Gibson & Associates, Inc. P. O. Box 800579 Balch Springs, Texas 75180	\$ 7,677,780.00
GHB Equipment Company, LLC	\$ 7,865,277.00
Truesdell Corporation	\$ 9,517,516.00
Texas Standard Construction, Ltd.	\$13,383,100.00

Engineer's estimate: PBW - \$8,050,040.63

OWNER

Gibson & Associates, Inc.

William J. Gibson, President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with Gibson & Associates, Inc., lowest responsible bidder of four, for bridge repair and rehabilitation for the Houston Street Viaduct, Phase II Project - Not to exceed \$7,677,780 - Financing: 2012 Bond Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$5,757,780.00	74.99%
Total non-local contracts	\$1,920,000.00	25.01%
TOTAL CONTRACT	\$7,677,780.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

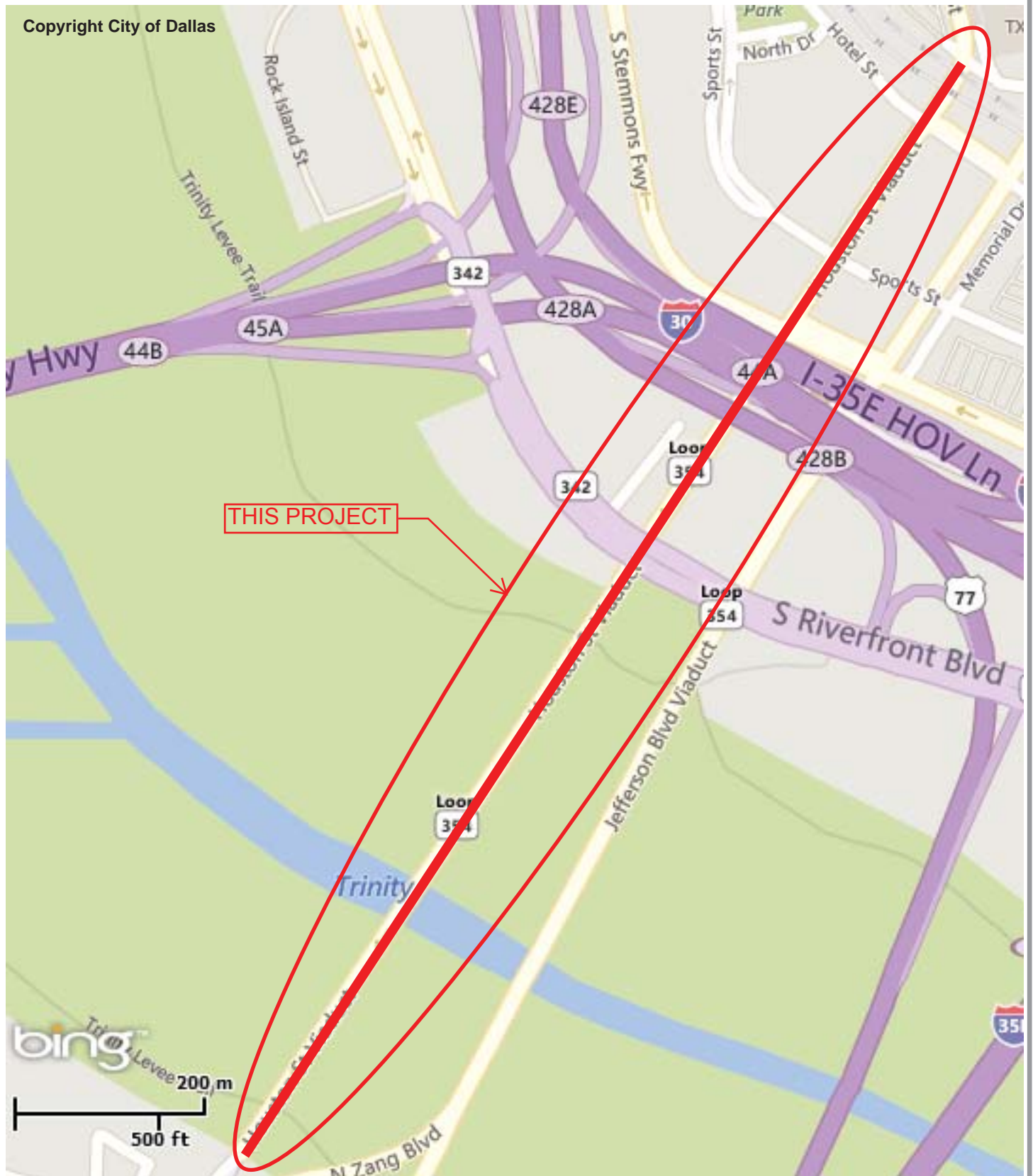
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Mobile Enterprises, Inc.	WFDB93369Y0816	\$1,885,000.00	98.18%
Buyers Barricades	WFDB24016Y0516	\$35,000.00	1.82%
Total Minority - Non-local		\$1,920,000.00	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$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%	\$1,920,000.00	25.01%
Total	\$0.00	0.00%	\$1,920,000.00	25.01%

HOUSTON STREET VIADUCT

BRIDGE REPAIR AND REHABILITATION IMPROVEMENTS



MAPSCO 45P, S, W

May 11, 2016

WHEREAS, on August 19, 2013, Administrative Action No. 13-6249 authorized a professional services contract with Nathan D. Maier Consulting Engineers, Inc. for developing the scope of work for the bridge repair and rehabilitation of the Houston Street Viaduct project in the amount of \$46,172.00; and,

WHEREAS, on August 27, 2014, Resolution No. 14-1386 authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. for additional engineering services for the bridge repair and rehabilitation for the Houston Street Viaduct project in the amount of \$812,970.00, increasing the contract from \$46,172.00 to \$859,142.00; and,

WHEREAS, on June 17, 2015, Resolution No. 15-1246, authorized a contract with Gibson and Associates, Inc. for the reconstruction of street paving, storm drainage, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$3,909,256.87; and

WHEREAS, on November 10, 2015, Resolution No. 15-2084 authorized Change Order No. 1 to the construction contract with Gibson & Associates, Inc. for the bridge repair and rehabilitation for Houston Street Viaduct bridge spans located within the Texas Department of Transportation's IH35 / IH30 right-of-way in the amount of \$799,846.00, increasing the contract, from \$3,909,256.87 to \$4,709,102.87; and,

WHEREAS, bids were received on February 19, 2016, for the bridge repair and rehabilitation for Houston Street Viaduct, Phase II project, as follows:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
Gibson & Associates, Inc.	\$ 7,677,780.00
GHB Equipment Company, LLC	\$ 7,865,277.00
Truesdell Corporation	\$ 9,517,516.00
Texas Standard Construction, Ltd.	\$13,383,100.00

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 a construction contract with Gibson & Associates, Inc. for the bridge repair and rehabilitation for Houston Street Viaduct, Phase II project in the amount of \$7,677,780.00, after it has been approved as to form by the City Attorney.

May 11, 2016

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 3U22, Department PBW, Unit S389, Act. BRAM
Obj. 4510, Program #PB12S389, CT PBW12S389H1
Vendor #VS0000022657, in an amount not to exceed \$7,677,780.00

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 # 22

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2, 7

DEPARTMENT: Public Works Department
Office Of Environmental Quality

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

MAPSCO: 45Q; 47Q

SUBJECT

Authorize a construction services contract with Unified Services of Texas, Inc. for replacement of underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street, and at the I.C. Harris Service Center located at 5620 Parkdale Drive - Not to exceed \$970,171 - Financing: 2006 Bond Funds (\$480,298) and Capital Construction Funds (\$489,873)

BACKGROUND

The two (2) 10,000-gallon existing underground fuel storage tanks at Dallas City Hall, located at 1500 Marilla Street, and the three (3) 10,000-gallon existing underground fuel storage tanks at the I.C. Harris Service Center located at 5620 Parkdale Drive have reached the end of their service life and are scheduled to be replaced. These improvements are part of a program to remove and replace several underground fuel storage tanks at different locations throughout the City that have reached the end of their service life.

The City of Dallas underground fuel storage tanks are overseen by the Office of Environmental Quality. The Office of Environmental Quality has put together a prioritized list to have several underground fuel storage tanks replaced throughout the City because they have reached the end of their service life. The tanks located at Dallas City Hall and the I.C. Harris Service Center are on the prioritized list and are scheduled to be replaced. This action will authorize a contract for construction for the removal and replacement of the underground fuel storage tanks located at Dallas City Hall and the I.C. Harris Service Center.

In December 2015, a Request for Bids was issued in accordance with the City of Dallas procurement guidelines. Unified Services of Texas, Inc. was identified through this process as the only responsive bidder of two (2), for the construction, removal, and replacement of the underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street, and the I.C. Harris Service Center located at 5620 Parkdale Drive.

BACKGROUND (Continued)

The two (2) bids submitted for this project were evaluated by taking into account the bidders' price, qualifications, experience, and responsiveness.

The bid received from Unified Services of Texas, Inc. was responsive, and at 3.3% below the engineers' estimated cost for construction. The bid received from D&H United Fueling Solutions, Inc. was non-responsive and therefore could not be considered.

Unified Services of Texas, Inc. was selected as the only responsive bidder of the two (2) bidders, and based on their submitted bid price and responsiveness, were recommended for award after a Public Works Department single bid review process was conducted and completed.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	May 2016
Complete Construction	December 2016

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized design services contract with Arredondo, Zepeda, and Brunz, LLC on June 25, 2014 by Resolution No.14-1014 to prepare plans and specifications

Authorized the rejection of a single non-responsive bid for construction on December 9, 2015, by Resolution No. 15-2222

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$ 480,297.50
Capital Construction Funds - \$489,873.47

<u>Council District</u>	<u>Amount</u>
2	\$480,297.50
7	<u>\$489,873.47</u>
Total	\$970,170.97

Design - PBW	\$ 255,222.00
Construction (this action)	<u>\$ 970,170.97</u>
Total Project Cost	\$1,225,392.97

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Unified Services of Texas, Inc.

Hispanic Female	0	Hispanic Male	6
African-American Female	0	African-American Male	1
White Female	3	White Male	15
Other Female	0	Other Male	1

PROPOSAL INFORMATION

The following sealed bids were received and opened on February 19, 2016:

*Denotes lowest responsible bidder.

<u>Proposer</u>	<u>Base Bid</u>	<u>Alternate Bid*</u>	<u>Total</u>
*Unified Services of Texas, Inc. 2110 Greenbriar Drive Southlake, TX 76092	\$480,297.50	\$489,873.47	\$970,170.97
D&H United Fueling Solutions, Inc.	Non-responsive**		

*Alternate No. 1 - Provides for the replacement of the underground storage tanks at the I. C. Harris Service Center.

**D&H United Fueling Solutions, Inc. was deemed non-responsive due to their submission of an incomplete bid.

OWNER

Unified Services of Texas, Inc.

Marshall D. Ryan, President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction services contract with Unified Services of Texas, Inc. for replacement of underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street, and at the I.C. Harris Service Center located at 5620 Parkdale Drive - Not to exceed \$970,171 - Financing: 2006 Bond Funds (\$480,298) and Capital Construction Funds (\$489,873)

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$970,170.97	100.00%
TOTAL CONTRACT	\$970,170.97	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

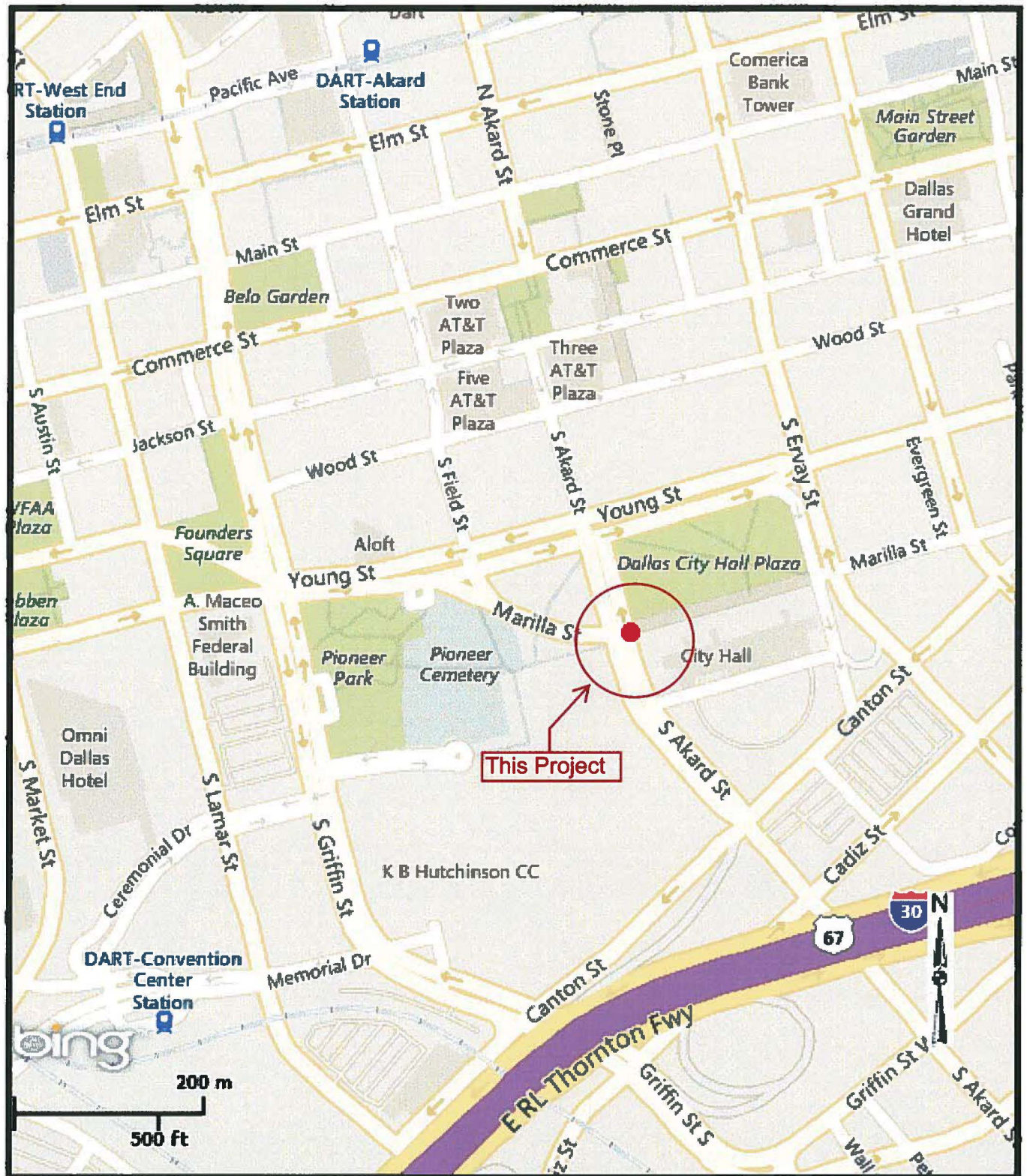
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
UST, Inc.	NMDB70228Y0816	\$666,974.97	68.75%
Next-Gen Solutions	WFDB09673Y0716	\$3,750.00	0.39%
Total Minority - Non-local		\$670,724.97	69.13%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$666,974.97	68.75%
WBE	\$0.00	0.00%	\$3,750.00	0.39%
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Total	\$0.00	0.00%	\$670,724.97	69.13%

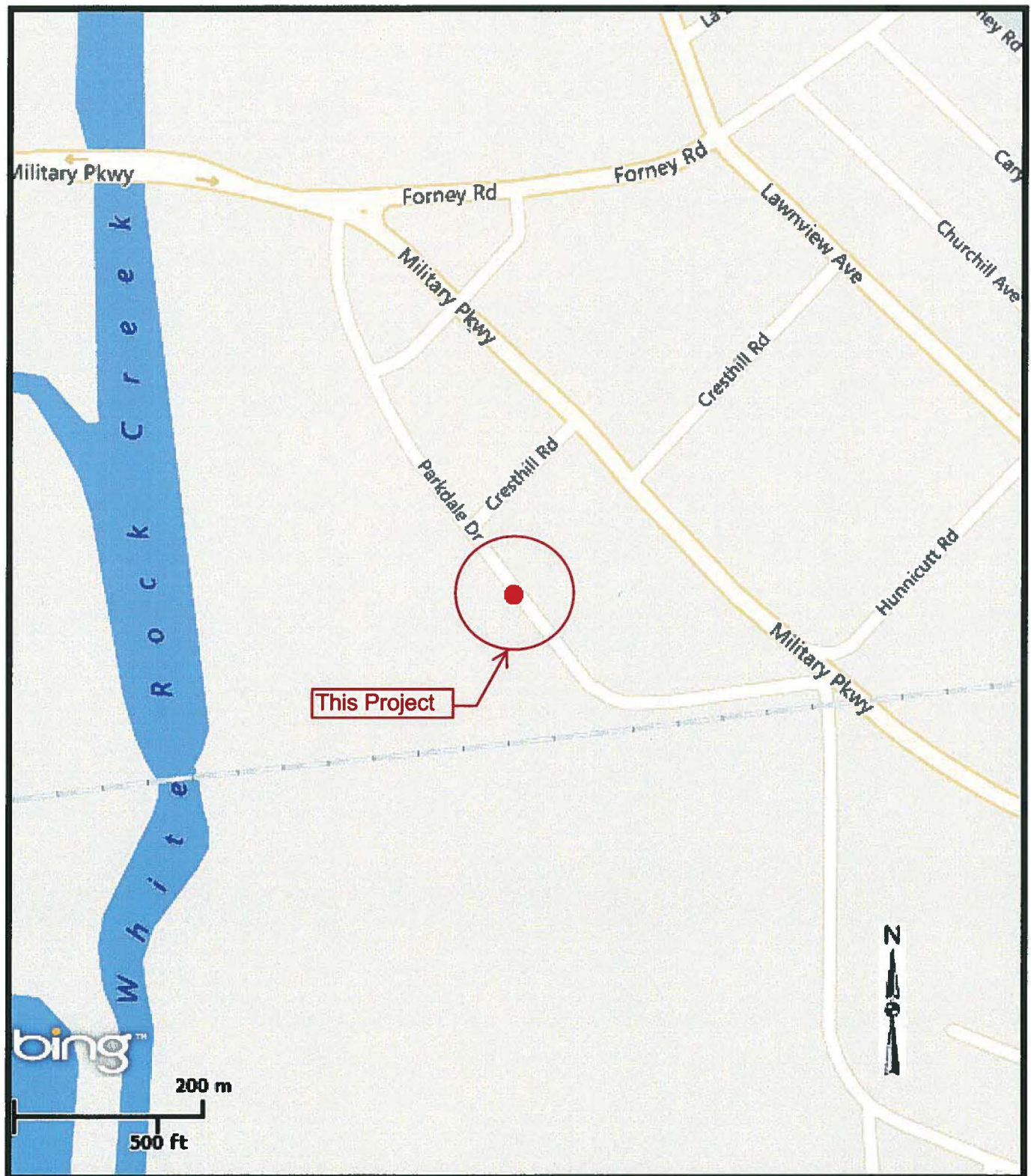
City Hall and I.C. Harris Service Center Underground Storage Tank Replacement



Dallas City Hall

1500 Marilla Street
45Q

City Hall and I.C. Harris Service Center Underground Storage Tank Replacement



I.C. Harris Service Center

5620 Parkdale Drive
47Q

May 11, 2016

WHEREAS, the existing underground fuel storage tanks at Dallas City Hall and at the I. C. Harris Service Center have reached the end of their service life; and,

WHEREAS, on June 25, 2014, Resolution No. 14-1014 authorized a professional services contract with Arredondo, Zepeda, & Brunz, LLC to provide design services for a prototypical set of drawings, preparation of construction documents, and construction management services for the removal and replacement of underground fuel storage tanks at three sites: Dallas City Hall located at 1500 Marilla Street, the I. C. Harris Service Center located at 5620 Parkdale Drive, and Dallas Executive Airport Police Helipad located at 5775 South Hampton Road, in the amount of \$255,222.00 (subject to appropriations); and,

WHEREAS, on December 9, 2015, Resolution No. 15-2222 authorized the rejection of a single non-responsive bid for the removal and replacement of underground fuel storage tanks located at Dallas City Hall and the I. C. Harris Service Center, and the re-advertisement for new bids; and,

WHEREAS, two sealed bids were received and opened on February 19, 2016 and the bid received from Unified Services of Texas, Inc. was the most responsive; and,

WHEREAS, Unified Services of Texas, Inc. was recommended for contract award by the Department of Public Works after a Public Works Department single bid review process was conducted and complete; and,

WHEREAS, it is now desirable to authorize a construction contract with Unified Services of Texas, Inc. for construction, removal, and replacement of the of the underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street and the I.C. Harris Service Center located at 5620 Parkdale Drive, in an amount not to exceed \$970,170.97.

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 construction contract with Unified Services of Texas, Inc. for the construction, removal, and replacement of the underground fuel storage tanks at Dallas City Hall located at 1500 Marilla Street and the I.C. Harris Service Center located at 5620 Parkdale Drive, in an amount not to exceed \$970,170.97, after it has been approved as to form by the City Attorney.

May 11, 2016

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

City Hall, City Service and Maintenance Facilities Fund
Fund 2T60, Dept. PBW, Unit T749, Act. MMCF
Obj.4599, Program #PB06T749, CT PBW06T749G1
Vendor #331986, in an amount not to exceed \$480,297.50

Capital Construction Fund
Fund 0671, Dept. PBW, Unit W021, Act. MMCF
Obj. 4599, Program #PBCC0002, CT PBW06T749G1
Vendor #331986, in an amount not to exceed \$489,873.47

Total in an amount not to exceed \$970,170.97

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 # 23

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 11

DEPARTMENT: Public Works Department
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256

MAPSCO: 16P

SUBJECT

Authorize an increase in the contract with Camino Construction, L.P. for Street Reconstruction Group 12-634 to increase the quantities of some bid items necessary for the installation of new water main lines - Not to exceed \$84,300, from \$3,176,740 to \$3,261,040 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

Street Reconstruction Group 12-634 was approved in the 2012 Bond Program. On May 27, 2015, Resolution No. 15-0957 authorized a contract with Camino Construction, L.P. for construction of street paving, drainage, drive approaches, sidewalks, water and wastewater main improvements for Street Reconstruction Group 12-634. During construction of the water main for Red Fern Lane from Coit Road to Blossomheath Lane and Southview Lane from Coit Road to Blossomheath Lane, numerous properties with multiple water services and meters were encountered. This action will authorize Change Order No. 1 to the contract with Camino Construction L.P. to increase the quantities of the necessary water main bid items to pay for the additional services in the items for Street Reconstruction Group 12-634, for Red Fern Lane from Coit Road to Blossomheath Lane and Southview Lane from Coit Road to Blossomheath Lane.

ESTIMATED SCHEDULE OF PROJECT

Began Design	December 2013
Completed Design	February 2015
Began Construction	October 2015
Complete Construction	December 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering design services on September 25, 2013, by Resolution No. 13-1731.

Authorized a construction contract with Camino Construction L.P. on May 27, 2015, by Resolution No. 15-0957.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$84,300.00

Design - PBW	\$ 324,498.34
Design - DWU	\$ 61,719.90
Construction	
Paving & Drainage - PBW	\$2,348,540.00
Water and Wastewater - DWU	\$ 828,199.50
Change Order No. 1 - (this action)	<u>\$ 84,300.00</u>
Total Project Cost	\$3,647,257.74

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Camino Construction, L.P.

Hispanic Female	2	Hispanic Male	34
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	1	White Male	2

OWNER

Camino Construction, L.P.

Roy Ayala, General Manager

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Camino Construction, L.P. for Street Reconstruction Group 12-634 to increase the quantities of some bid items necessary for the installation of new water main lines - Not to exceed \$84,300, from \$3,176,740 to \$3,261,040 - Financing: Water Utilities Capital Improvement Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$61,300.00	72.72%
Non-local contracts	\$23,000.00	27.28%
TOTAL THIS ACTION	\$84,300.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Muniz Construction	HMMB62532N0716	\$61,300.00	100.00%
Total Minority - Local		\$61,300.00	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Camino Construction, L.P.	HMDB53968Y1016	\$23,000.00	100.00%
Total Minority - Non-local		\$23,000.00	100.00%

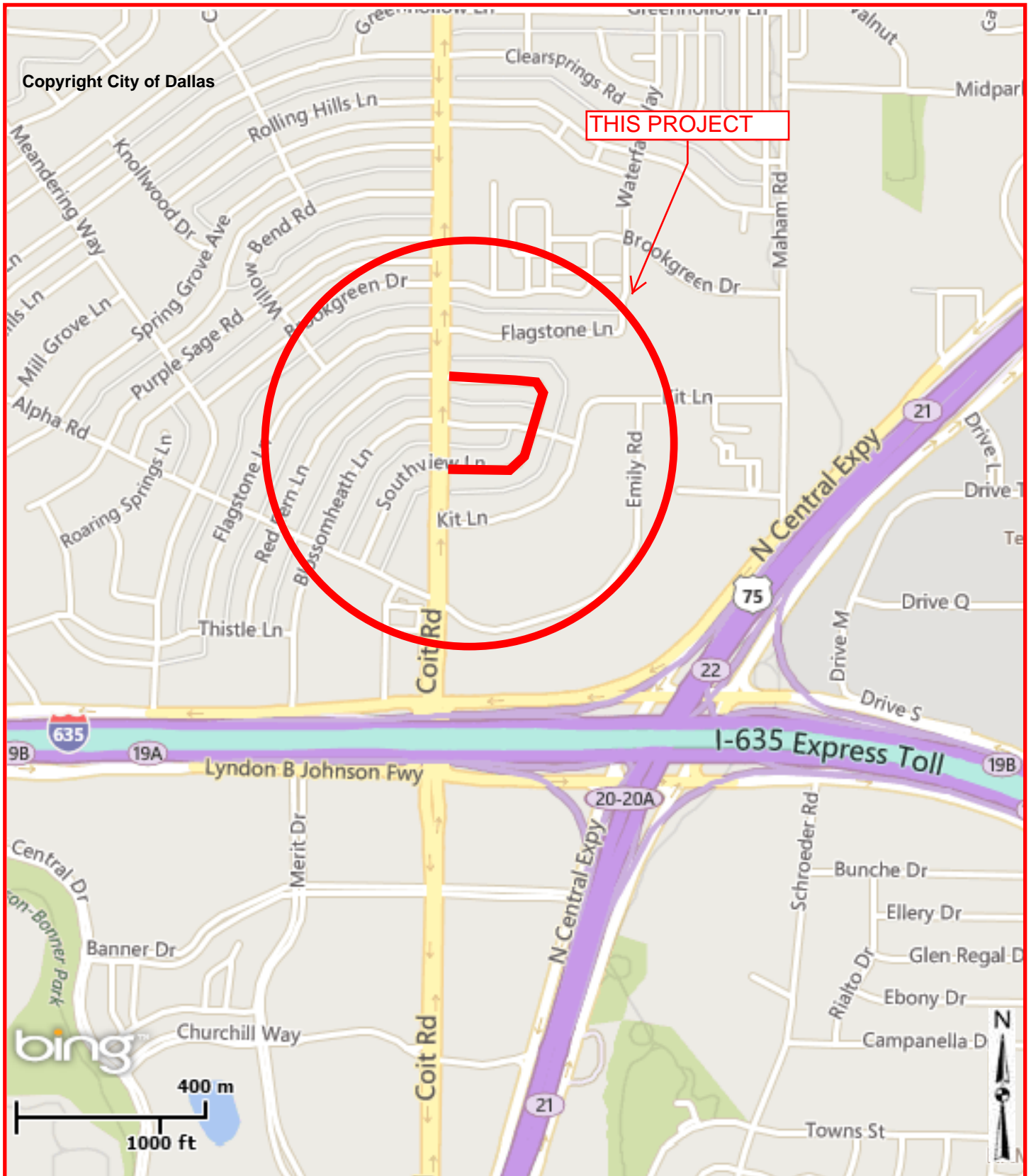
TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$21,080.00	0.65%
Hispanic American	\$84,300.00	100.00%	\$2,039,493.50	62.54%
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%	\$60,464.00	1.85%
Total	\$84,300.00	100.00%	\$2,121,037.50	65.04%

STREET RECONSTRUCTION GROUP 12-634

RED FERN LANE FROM COIT ROAD TO BLOSSOMHEATH LANE

SOUTHVIEW LANE FROM COIT ROAD TO BLOSSOMHEATH LANE



MAPSCO 16P

May 11, 2016

WHEREAS, on September 25, 2013, Resolution No. 13-1731 authorized a professional services contract with Bridgefarmer and Associates, Inc. for the engineering design services for Street Group 12-634 in the amount of \$386,218.24; and,

WHEREAS, bids were received on March 26, 2015, for the reconstruction of street paving, drainage, drive approaches, sidewalks, water and wastewater main improvements for Street Reconstruction Group 12-634; and,

WHEREAS, on May 27, 2015, Resolution No. 15-0957 authorized a contract with Camino Construction, L.P. for the reconstruction of street paving, drainage, drive approaches, sidewalks, water and wastewater improvements for Street Reconstruction Group 12-634 in the amount of \$3,176,739.50; and,

WHEREAS, it is now necessary to authorize Change Order No. 1 to the contract with Camino Construction, L.P. for Street Reconstruction Group 12-634 to increase the quantities of some bid items necessary for the installation of new water main lines in the amount of \$84,300, increasing the contract from \$3,176,739.50 to \$3,261,039.50.

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 Change Order No. 1 to the contract with Camino Construction, L.P. for Street Reconstruction Group 12-634 to increase the quantities of some bid items necessary for the installation of new water main lines in the amount of \$84,300.00, increasing the contract from \$3,176,739.50 to \$3,261,039.50, 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 contract from:

Water Capital Improvement Fund
Fund 2115, Department DWU, Unit PW42
Obj. 4550, Program #715037, CT# PBW715037CP
Vendor #144735, in an amount not to exceed \$84,300.00

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: May 11, 2016

COUNCIL DISTRICT(S): 14

DEPARTMENT: Public Works Department

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

MAPSCO: 36T X

SUBJECT

Authorize an increase in the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue - Not to exceed \$172,662, from \$4,709,103 to \$4,881,765 - Financing: 2012 Bond Funds

BACKGROUND

On June 17, 2015, Resolution No. 15-1246 authorized a contract with Gibson & Associates, Inc. for the reconstruction of street paving, storm drainage, streetscape, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue. This action will authorize Change Order No. 2 to the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue. The additional work entails installing conduits needed to accommodate the relocation of overhead utility lines.

ESTIMATED SCHEDULE OF PROJECT

Began Design	December 2014
Completed Design	May 2015
Began Construction	September 2015
Complete Construction	August 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. for engineering services on August 27, 2014, by Resolution No. 14-1386.

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

Authorized a professional services contract with Urban Engineers Group, Inc. for engineering services on November 12, 2014, by Resolution No. 14-1917.

Authorized a construction contract with Gibson & Associates, Inc. on June 17, 2015, by Resolution No. 15-1246.

Authorized Change Order No. 1 to the construction contract with Gibson & Associates, Inc. on November 10, 2015, by Resolution No. 15-2084.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2012 Bond Funds - \$172,661.50

Design (Urban Engineers, Inc.)	\$ 402,849.60
Supplemental Agreement No. 1	\$ 49,369.60

Design (Nathan D. Maier Consulting Engineers)	\$ 46,172.00
Supplemental Agreement No. 1	\$ 812,970.00

Construction	
Paving & Drainage - PBW	\$3,022,825.72
Water & Wastewater - DWU	\$ 886,431.15
Change Order No. 1	\$ 799,846.00
Change Order No. 2 (this action)	<u>\$ 172,661.50</u>

Total	\$6,193,125.57
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M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Gibson & Associates, Inc.

Hispanic Female	1	Hispanic Male	85
African-American Female	1	African-American Male	3
Other Female	0	Other Male	2
White Female	3	White Male	30

OWNER

Gibson & Associates, Inc.

William J. Gibson, President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue - Not to exceed \$172,662, from \$4,709,103 to \$4,881,765 - Financing: 2012 Bond Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$15,696.50	9.09%
Non-local contracts	\$156,965.00	90.91%
TOTAL THIS ACTION	\$172,661.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Rey-Mar Construction	HMDB64061Y0216	\$156,965.00	100.00%
Total Minority - Non-local		\$156,965.00	100.00%

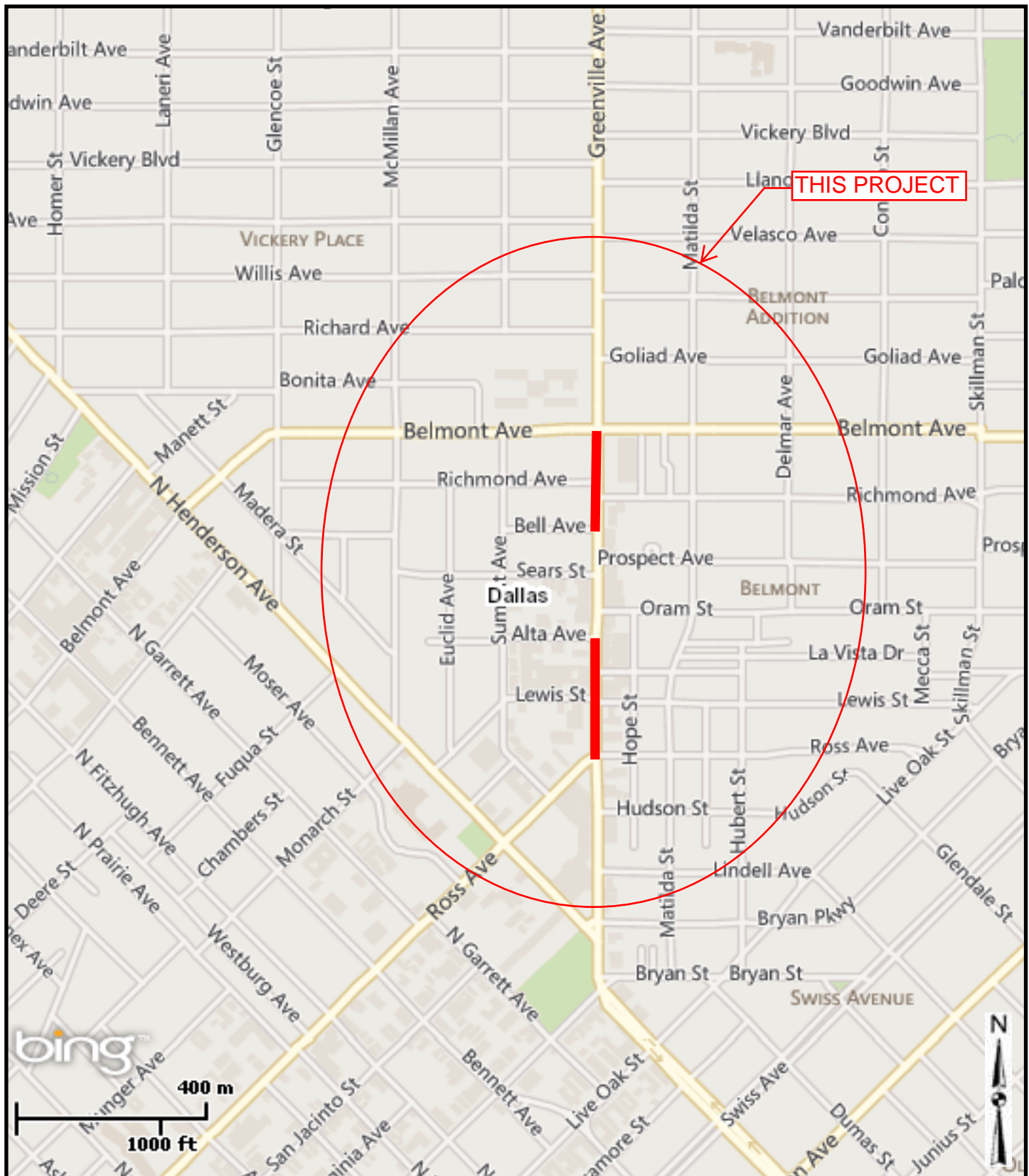
TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$156,965.00	90.91%	\$1,852,877.35	37.96%
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%	\$490,161.00	10.04%
Total	\$156,965.00	90.91%	\$2,343,038.35	48.00%

STREET RECONSTRUCTION

GREENVILLE AVE.

FROM BELMONT AVE. TO BELL AVE. AND FROM ALTA AVE. TO ROSS AVE.



MAPSCO 36T,X

May 11, 2016

WHEREAS, on August 19, 2013, Administrative Action No. 13-6249 authorized a professional services contract with Nathan D. Maier Consulting Engineers, Inc. for developing the scope of work for the Houston Street Viaduct bridge repair and rehabilitation improvements in the amount of \$46,172.00; and,

WHEREAS, on August 27, 2014, Resolution No. 14-1386 authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. for additional engineering services for the Houston Street Viaduct bridge repair and rehabilitation improvements in the amount of \$812,970.00, increasing the contract from \$46,172.00 to \$859,142.00; and,

WHEREAS, on November 12, 2014, Resolution No. 14-1917 authorized a professional services contract with Urban Engineers Group, Inc. for the engineering design of Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$402,849.60; and,

WHEREAS, on May 14, 2015, bids were received for the reconstruction of street paving, storm drainage, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue; and,

WHEREAS, on June 17, 2015, Resolution No. 15-1246 authorized a contract with Gibson & Associates, Inc. for the reconstruction of street paving, storm drainage, streetscape, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$3,909,256.87; and,

WHEREAS, on November 10, 2015, Resolution No. 15-2084 authorized Change Order No. 1 to the construction contract with Gibson & Associates, Inc. for bridge repair and rehabilitation for the Houston Street Viaduct bridge spans located within the Texas Department of Transportation's IH35 / IH30 right-of-way in the amount of \$799,846.00, increasing the contract from \$3,909,256.87 to \$4,709,102.87; and,

WHEREAS, on December 14, 2015, Administrative Action No. 15-7448 authorized Supplemental Agreement No. 1 to the professional services contract with Urban Engineers Group, Inc. to provide additional streetscape design for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$49,369.60; increasing the contract from \$402,849.60 to \$452,219.20; and,

May 11, 2016

WHEREAS, it is now necessary to authorize Change Order No. 2 to the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$172,661.50, increasing the contract from \$4,709,102.87 to \$4,881,764.37.

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 Change Order No. 2 to the construction contract with Gibson & Associates, Inc. for unforeseen utility relocations for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$172,661.50, increasing the contract from \$4,709,102.87 to \$4,881,764.37, 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 contract from:

Street and Transportation Improvements Fund
Fund 2U22, Department PBW, Unit S394, Act. THRF
Obj. 4510, Program #PB12S394, CT PBW12S394I1
Vendor #VS0000022657, in an amount not to exceed \$172,661.50

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 # 25

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 1

DEPARTMENT: Public Works Department

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

MAPSCO: 54D

SUBJECT

Authorize the disbursement of additional funds to Dallas Area Rapid Transit (DART) for the construction of the Dallas Streetcar Extension Project - Not to exceed \$1,200,000, from \$30,872,531 to \$32,072,531 - Financing: 2006 Bond Funds

BACKGROUND

In September 2014, the Regional Transportation Council (RTC) of the North Central Texas Council of Governments (NCTCOG), reallocated \$30,872,531 in Texas Mobility Funds previously reserved for the Dallas Love Field People Mover Project to extend the Dallas Streetcar system south to the Bishop Arts District, north to the Omni Convention Center Hotel, and to purchase two modern streetcars. These projects will extend the base project from 1.6 miles to 2.85 miles. These extensions are important links to achieving the ultimate goal of connecting North Oak Cliff to Uptown.

Also, on September 24, 2014, City Council authorized an ILA with DART, authorizing design and design support for the Streetcar extensions in the amount of \$3,400,000. Then, on April 8, 2015, the City Council authorized a second ILA with DART for construction services associated with the extensions of the Streetcar. Following that action, the DART Board awarded a construction contract on April 28, 2015, to a Joint Venture consisting of Archer-Western Construction, CARCON Industries, and Omega Contracting, Inc. (ACO) in an amount not to exceed \$15,682,317, plus a supplemental work contingency of \$784,116 (5%) for unanticipated expenses, for a total authorized amount not to exceed \$16,466,433.

BACKGROUND (Continued)

As construction of the Southern Extension got underway, certain modifications were determined necessary to improve the project's compatibility with the Bishop Arts community. These include:

- Relocating the Traction Power Sub-Station (TPSS) away from the Bishop Arts stop to a location at Beckley and Seventh Street adjoining Fire Station 15.
- Additional landscaping and hardscaping near the TPSS at Fire Station 15.
- Undergrounding the streetcar power supply and restoring the pavement on Seventh Street.
- Transplanting two mature heritage oak trees in conflict with the proposed tracks to an adjacent "gateway" location within the median on Zang Blvd.

The proposed action, if approved, will authorize an additional \$1,200,000 to construct the above design modifications to the Southern Extension of the Streetcar Project.

The \$1,200,000 funding for this recommended action has been identified from 2006 bond program savings related to projects cancelled within Council District 1.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	November 2015
Complete Construction	August 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 24, 2014, City Council authorized an Interlocal Agreement with Dallas Area Rapid Transit to outline project roles and responsibilities related to design and design support for the northern and southern extensions; and to accept a grant from the North Central Texas Council of Governments (NCTCOG), functioning as agent for the Texas Department of Transportation (TxDOT), in the amount of \$30,872,531 for the extension of the TIGER Modern Streetcar System from Methodist Hospital to the Bishop Arts District and from Union Station to the Omni Hotel along with the purchase of streetcar vehicles to operate on the expanded modern streetcar system, by Resolution Nos. 14-1645 and 14-1646.

On April 8, 2015, City Council authorized an Interlocal Agreement with Dallas Area Rapid Transit (DART) for construction services for extensions of the Dallas Union Station to Oak Cliff Streetcar Project (Union station to North Oak Cliff). Funds were not yet authorized with this action, by Resolution No. 15-0709.

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

On June 17, 2015, City Council authorized the disbursement of funds to DART for construction of the Streetcar extensions and the purchase of two additional vehicles using NCTCOG grant funds (i.e., Texas Mobility Funds) in the amount of \$27,472,531, by Resolution No. 15-1168.

Information about the item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$1,200,000.00

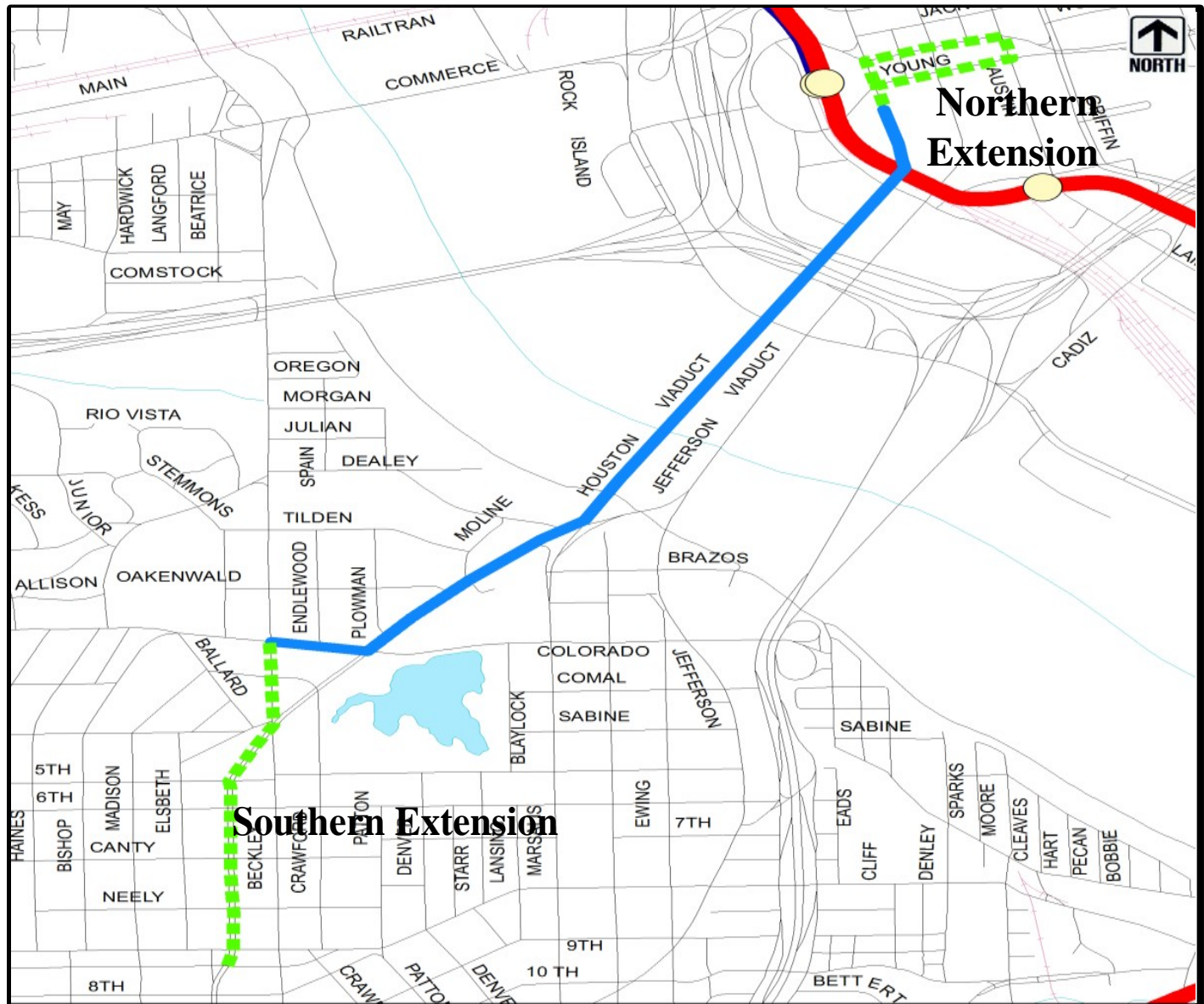
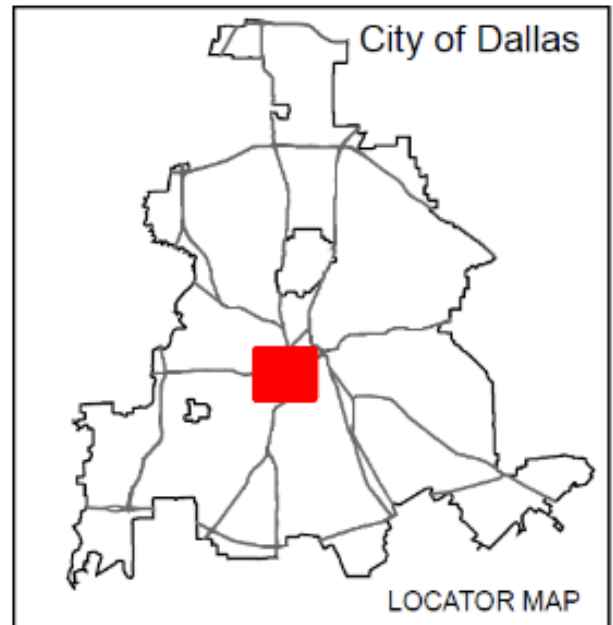
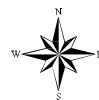
MAP

Attached

Dallas Modern Streetcar Extensions

District: 1

MAPSCO: 54D



May 11, 2016

WHEREAS, the City of Dallas and Dallas Area Rapid Transit (DART) entered into agreements related to the funding, constructing, and operation of the Dallas Streetcar Project; and,

WHEREAS, On August 4, 2010, City Council authorized the acceptance of \$10M for streetcar development; an Interlocal Agreement between NCTCOG and DART to detail roles and responsibilities, and Interlocal Agreement with DART to establish a purchasing program for goods and services, by Resolution No. 10-1921; and,

WHEREAS, On September 24, 2014, City Council authorized an Interlocal Agreement with Dallas Area Rapid Transit to outline project roles and responsibilities related to design and design support for the northern and southern extensions; and to accept a grant from the North Central Texas Council of Governments (NCTCOG), functioning as agent for the Texas Department of Transportation (TxDOT), in the amount of \$30,872,531 for the extension of the TIGER Modern Streetcar System from Methodist Hospital to the Bishop Arts District and from Union Station to the Omni Hotel along with the purchase of streetcar vehicles to operate on the expanded modern streetcar system, by Resolution Nos. 14-1645 and 14-1646; and,

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

WHEREAS, On June 17, 2015, City Council authorized the disbursement of funds to DART for construction of the Streetcar extensions and the purchase of two additional vehicles using NCTCOG grant funds (i.e., Texas Mobility Funds) in the amount of \$27,472,531, by Resolution No. 15-1168; and,

WHEREAS, it is now necessary to provide additional funding to Dallas Area Rapid Transit (DART) for the construction of the Dallas Streetcar Extension Project in the amount of \$1, 200,000.

Now, Therefore,

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

May 11, 2016

Section 1. That the Chief Financial Officer is authorized to disburse funds to Dallas Area Rapid Transit (DART) for the construction of the Dallas Streetcar Extension Project, in accordance with the terms and conditions of the agreement from:

Street and Transportation Improvement Fund
Fund 3T22, Dept. PBW, Unit W072; Activity INGV
Obj. 4599, Program No. PB12W072, CT PBW12W072H1
Vendor No. 232802, in an amount not to exceed \$ 1,200,000

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.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 4

DEPARTMENT: Public Works Department

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

MAPSCO: 55Z 56W 65D 66A

SUBJECT

Sidewalk Improvement Group 2014

- * Authorize Supplemental Agreement No. 1 to the professional services contract with LIM & ASSOCIATES, Inc. for additional engineering and surveying services for Sidewalk Improvement Group 2014 - Not to exceed \$118,033, from \$150,000 to \$268,033 - Financing: 2012 Bond Funds
- * Authorize **(1)** an Advance Funding Agreement with the Texas Department of Transportation for the construction of sidewalk improvements in the Oak Cliff Gardens area; **(2)** the receipt and deposit of Regional Toll Revenue Funds from the Texas Department of Transportation in an amount not to exceed \$1,000,000; and **(3)** the establishment of appropriations in the amount of \$1,000,000 in the Regional Toll Revenue Fund - Not to exceed \$1,000,000 - Financing: Regional Toll Revenue Funds

BACKGROUND

On June 25, 2014, Resolution No. 14-1011 authorized a professional services contract with LIM & ASSOCIATES, Inc. for the engineering design and surveying services contract for sidewalk projects funded in the 2012 Bond Program, as well as projects to improve accessibility at DART rail stations, bus stops, and the Oak Cliff Gardens Sidewalk Project.

This action will authorize Supplemental Agreement No. 1 to the professional services contract with LIM & ASSOCIATES, Inc. for additional engineering design, surveying, and environmental services needed for the Oak Cliff Gardens area sidewalk project.

BACKGROUND (Continued)

This sidewalk project is based on a Walkability Study conducted by the Dallas Area Habitat for Humanity and the University of North Texas at Dallas in 2013. The addition of sidewalks in this area will increase safety and mobility for all residents living within the neighborhood.

In 2014, the City partnered with Habitat for Humanity during the Jimmy and Rosalynn Carter Work Project in the Oak Cliff Gardens area to construct sidewalk improvements along Cardinal Street. The North Central Texas Council of Governments (NCTCOG) in partnership with the Texas Department of Transportation (TxDOT) is providing the City with \$1,000,000 in assistance from the Regional Toll Revenue (RTR) Fund to construct sidewalk improvements in the Oak Cliff Gardens neighborhood to further enhance the community.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	July 2016
Complete Design	February 2017
Begin Construction	June 2017
Complete Construction	March 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering and surveying services on June 25, 2014, by Resolution No. 14-1011.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2012 Bond Funds - \$118,033.00
Regional Toll Revenue Funds - \$1,000,000.00

Design	\$150,000.00
Supplemental Agreement No. 1 (this action)	\$118,033.00
Construction	
Paving - PBW	<u>\$1,008,335.00</u> (est.)
Total Project Cost	\$1,276,368.00 (est.)

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

LIM & ASSOCIATES, Inc.

Hispanic Female	0	Hispanic Male	5
African-American Female	0	African American Male	2
Other Female	3	Other Male	2
White Female	0	White Male	1

OWNER

LIM & ASSOCIATES, Inc.

Siang W. "Daniel" Lim, P.E., RPLS, President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with LIM & ASSOCIATES, Inc. for additional engineering and surveying services for Sidewalk Improvement Group 2014 - Not to exceed \$118,033, from \$150,000 to \$268,033 - Financing: 2012 Bond Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$118,033.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$118,033.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Accessibility and Health & Safety Consulting	BMDB56530Y0214	\$4,000.00	3.39%
LIM & ASSOCIATES, Inc.	PMDB01647Y0416	\$108,783.00	92.16%
Total Minority - Local		\$112,783.00	95.55%

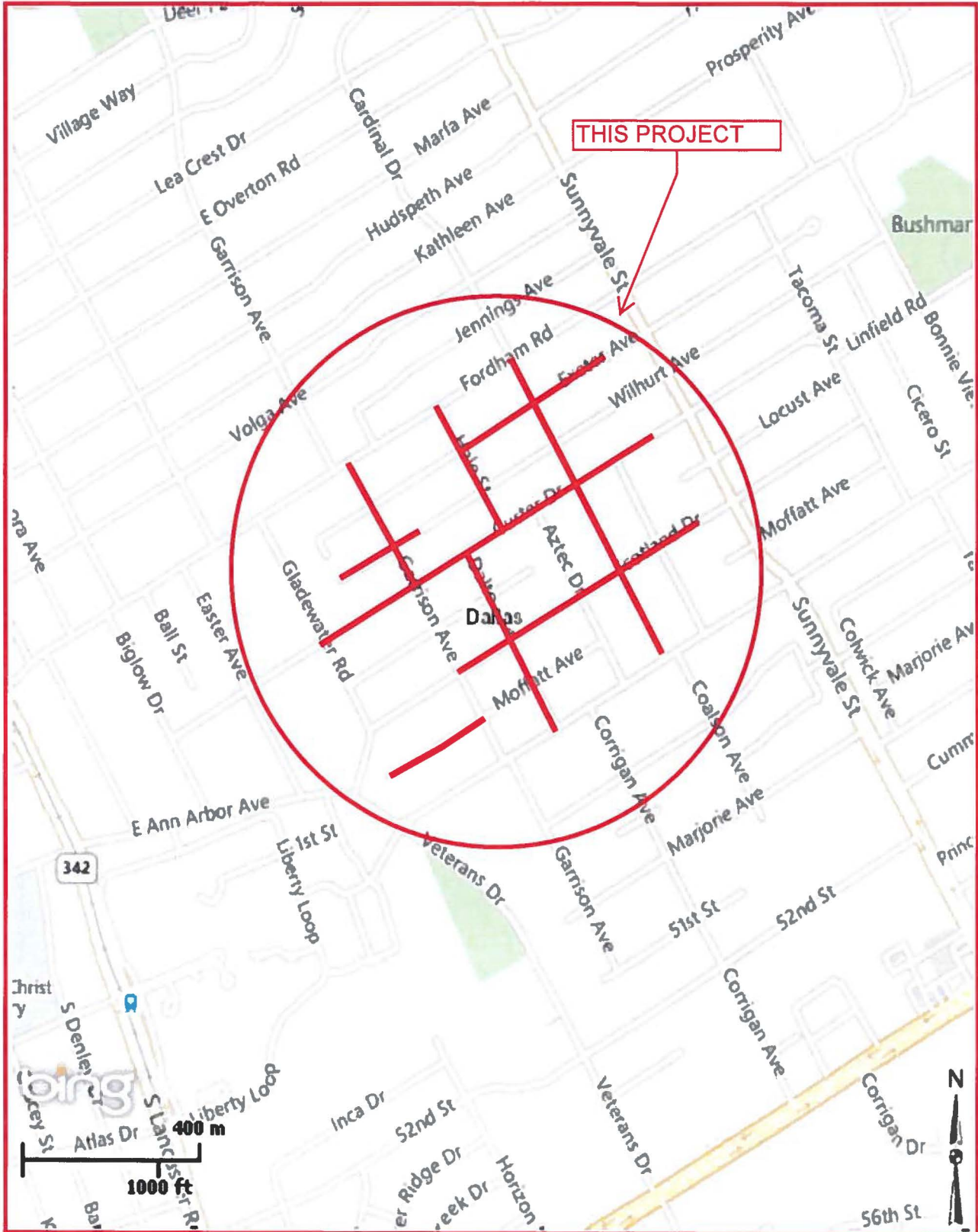
Non-Local Contractors / Sub-Contractors

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	\$4,000.00	3.39%	\$7,000.00	2.61%
Hispanic American	\$0.00	0.00%	\$246,983.00	92.15%
Asian American	\$108,783.00	92.16%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$8,800.00	3.28%
Total	\$112,783.00	95.55%	\$262,783.00	98.04%

Sidewalk Improvement Group 2014



MAPSCO 55Z, 56W, 65D, 66A

May 11, 2016

WHEREAS, LIM & ASSOCIATES, Inc. was selected to provide the engineering and surveying design services for Sidewalk Improvement Group 2014; and,

WHEREAS, on June 25, 2014, Resolution No. 14-1011 authorized a professional services contract with LIM & ASSOCIATES, Inc. for the engineering design and surveying services for Sidewalk Improvement Group 2014 in an amount not to exceed \$150,000.00; and,

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 1 to the professional services contract with LIM & ASSOCIATES, Inc. for additional engineering and surveying services for Sidewalk Improvement Group 2014 in an amount not to exceed \$118,033.00, increasing the contract from \$150,000.00 to \$268,033.00.

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 LIM & ASSOCIATES, Inc. for additional engineering and surveying services for Sidewalk Improvement Group 2014 in an amount not to exceed \$118,033.00, increasing the contract from \$150,000.00 to \$268,033.00, 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 contract:

Street and Transportation Improvements Fund	
Fund 2U22, Department PBW, Unit W050, Act. SIDI	
Obj. 4111, Program #PB12W050, CT PBW06U271I2	
Vendor #514273, in an amount not to exceed	\$118,033.00

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.

May 11, 2016

WHEREAS, the State of Texas has received money from the North Texas Tollway Authority (NTTA) for the SH 121 toll project; and,

WHEREAS, pursuant to the Transportation Code, 228.006, the State of Texas shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation (TxDOT) in which any part of the toll project is located; and,

WHEREAS, the Regional Transportation Council (RTC), which is the transportation policy body of the North Central Texas Council of Governments (NCTCOG) and a federally designated metropolitan planning organization (MPO), was designated by the Texas Transportation Commission on October 26, 2006, to select and oversee projects to be financed using the Regional Toll Revenue Funds (RTR); and,

WHEREAS, the RTC has approved \$1,000,000.00 in RTR funds for the construction of sidewalk improvements in the Oak Cliff Gardens area; and,

WHEREAS, it is now necessary to authorize the Advance Funding Agreement with the Texas Department of Transportation for the construction of sidewalk improvements in the Oak Cliff Gardens area; for the receipt and deposit of RTR funds from the Texas Department of Transportation in an amount not to exceed \$1,000,000.00; and the establishment of appropriations in the amount of \$1,000,000.00 in the RTR Fund.

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 the Advance Funding Agreement with the Texas Department of Transportation for the construction of sidewalk improvements in the Oak Cliff Gardens area; the receipt and deposit of Regional Toll Revenue funds from the Texas Department of Transportation in an amount not to exceed \$1,000,000.00; and the establishment of appropriations in the amount of \$1,000,000.00 in the Regional Toll Revenue Fund, after it has been approved as to form by the City Attorney.

May 11, 2016

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit the Regional Toll Revenue Funds from the Texas Department of Transportation, in accordance with the terms and conditions of the Advance Funding Agreement in the amount of \$1,000,000.00 into Fund S295, Unit W050, Department PBW, Revenue Code 6517.

Section 3. That the Chief Financial Officer is hereby authorized to establish appropriations in the Regional Toll Revenue Fund S295, Unit W050, Department PBW, Activity SIDI, Object Code 4510, Program Number PB12W050 in the amount of \$1,000,000.00.

Section 4. That in accordance with the provisions of the Advance Funding Agreement with TxDOT, the Chief Financial Officer is hereby authorized to return any unused funds and interest earned on the funds upon completion of this project to the Texas Department of Transportation.

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 # 28

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: May 11, 2016
COUNCIL DISTRICT(S): 14
DEPARTMENT: Public Works Department
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: 36T X

SUBJECT

Authorize Supplemental Agreement No. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design for intersection improvements at Greenville Avenue and Ross Avenue - Not to exceed \$54,300, from \$452,220 to \$506,520 - Financing: 2012 Bond Funds

BACKGROUND

On November 12, 2014, Resolution No. 14-1917 authorized a professional services contract with Urban Engineers Group, Inc. for the engineering design of complete street improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue. This action will authorize Supplemental Agreement No. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design of complete street improvements of Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue, including the intersection of Greenville Avenue and Ross Avenue. The planned modifications to the intersection of Greenville Avenue and Ross Avenue entail removing the existing southbound right turn lane on Greenville Avenue, sidewalk and pedestrian crosswalk improvements, landscaping, pedestrian lighting and traffic signal upgrades.

ESTIMATED SCHEDULE OF PROJECT

Began Design	December 2014
Complete Design	May 2016
Began Construction	September 2015
Complete Construction	August 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. for engineering services on August 27, 2014, by Resolution No. 14-1386.

Authorized a professional services contract with Urban Engineers Group, Inc. for engineering services on November 12, 2014, by Resolution No. 14-1917.

Authorized a construction contract with Gibson & Associates, Inc. on June 17, 2015, by Resolution No. 15-1246.

Authorized Change Order No. 1 to the construction contract with Gibson & Associates, Inc. on November 10, 2015, by Resolution No. 15-2084.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

2012 Bond Funds - \$54,300.00

Design (Urban Engineers, Inc.)	\$ 402,849.60
Supplemental Agreement No. 1	\$ 49,369.60
Supplemental Agreement No. 2 (this action)	\$ 54,300.00

Design (Nathan D. Maier Consulting Engineers)	\$ 46,172.00
Supplemental Agreement No. 1	\$ 812,970.00

Construction	
Paving & Drainage - PBW	\$3,022,825.72
Water & Wastewater - DWU	\$ 886,431.15
Change Order No. 1	<u>\$ 799,846.00</u>

Total	\$6,074,764.07
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M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Urban Engineers Group, Inc.

Hispanic Female	1	Hispanic Male	2
African-American Female	0	African-American Male	1
Other Female	0	Other Male	4
White Female	0	White Male	1

OWNER

Urban Engineers Group, Inc.

Faisal Syed, P.E., PTOE, Project Manager

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design for intersection improvements at Greenville Avenue and Ross Avenue - Not to exceed \$54,300, from \$452,220 to \$506,520 - Financing: 2012 Bond Funds

Urban Engineers Group, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use its own workforce.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$54,300.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$54,300.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Urban Engineers Group, Inc.	HFDB62721Y0716	\$54,300.00	100.00%
Total Minority - Local		\$54,300.00	100.00%

Non-Local Contractors / Sub-Contractors

None

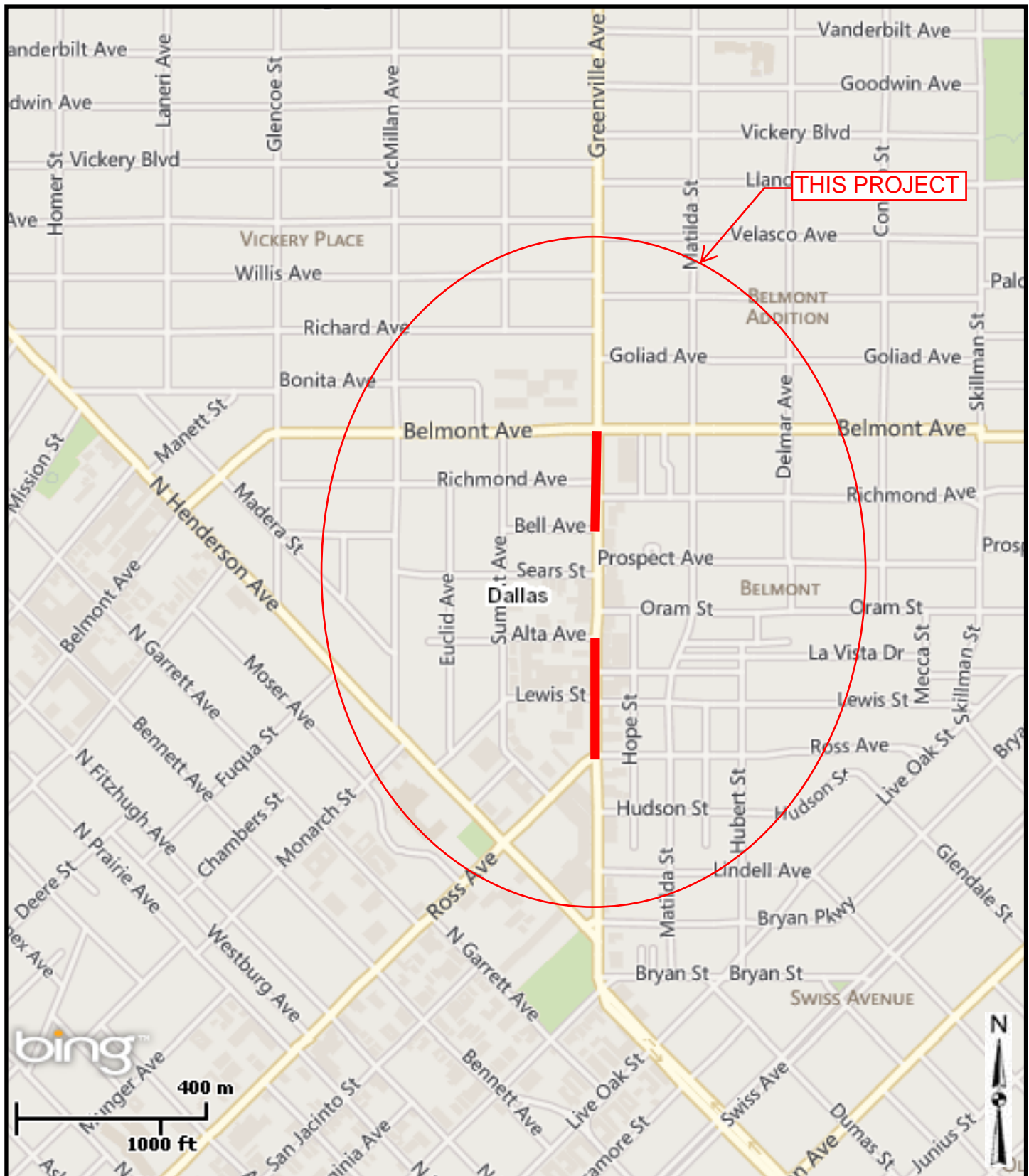
TOTAL M/WBE PARTICIPATION

	<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%	\$30,000.00	5.92%
Hispanic American	\$54,300.00	100.00%	\$383,232.70	75.66%
Asian American	\$0.00	0.00%	\$45,336.50	8.95%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$3,750.00	0.74%
Total	\$54,300.00	100.00%	\$462,319.20	91.27%

STREET RECONSTRUCTION

GREENVILLE AVE.

FROM BELMONT AVE. TO BELL AVE. AND FROM ALTA AVE. TO ROSS AVE.



MAPSCO 36T,X

May 11, 2016

WHEREAS, on August 19, 2013, Administrative Action No. 13-6249 authorized a professional services contract with Nathan D. Maier Consulting Engineers, Inc. for developing the scope of work for the Houston Street Viaduct bridge repair and rehabilitation improvements in the amount of \$46,172.00; and,

WHEREAS, on August 27, 2014, Resolution No. 14-1386 authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. for additional engineering services for the Houston Street Viaduct bridge repair and rehabilitation improvements in the amount of \$812,970.00, increasing the contract from \$46,172.00 to \$859,142.00; and,

WHEREAS, on November 12, 2014, Resolution No. 14-1917 authorized a professional services contract with Urban Engineers, Inc. for the engineering design of Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$402,849.60; and,

WHEREAS, on May 14, 2015, bids were received for the reconstruction of street paving, storm drainage, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue; and,

WHEREAS, on June 17, 2015, Resolution No. 15-1246 authorized a contract with Gibson & Associates, Inc. for the reconstruction of street paving, storm drainage, traffic signals, markings, landscape, water and wastewater main improvements for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$3,909,256.87; and,

WHEREAS, on November 10, 2015, Resolution No. 15-2084 authorized Change Order No. 1 to the construction contract with Gibson & Associates, Inc. for bridge repair and rehabilitation for the Houston Street Viaduct bridge spans located within the Texas Department of Transportation's IH35 / IH30 right-of-way in the amount of \$799,846.00, increasing the contract from \$3,909,256.87 to \$4,709,102.87; and,

WHEREAS, on December 14, 2015, Administrative Action No. 15-7448 authorized Supplemental Agreement No. 1 to the professional services contract with Urban Engineers Group, Inc. to provide additional streetscape design for Greenville Avenue from Belmont Avenue to Bell Avenue and from Alta Avenue to Ross Avenue in the amount of \$49,369.60; increasing the contract from \$402,849.60 to \$452,219.20; and,

May 11, 2016

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design for intersection improvements at Greenville Avenue and Ross Avenue in the amount of \$54,300.00, increasing the contract from \$452,219.20 to \$506,519.20.

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. 2 to the professional services contract with Urban Engineers Group, Inc. for additional engineering design for intersection improvements at Greenville Avenue and Ross Avenue in the amount of \$54,300.00, increasing the contract from \$452,219.20 to \$506,519.20, 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 contract from:

Street and Transportation Improvements Fund	
Fund 2U22, Department PBW, Unit S394, Act. THRF	
Obj. 4111, Program #PB12S394, CT PBW12S394B1	
Vendor #511462, in an amount not to exceed	\$54,300.00

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: May 11, 2016

COUNCIL DISTRICT(S): 9, 13

DEPARTMENT: Public Works Department

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

MAPSCO: 26L Q V Z 36D

SUBJECT

Authorize the Second Amendment to the Project Supplemental Agreement with Dallas County for the design and construction of the SoPAC Trail, Phase IV-A and IV-B, a 14-foot wide concrete hike-and-bike-trail from Northwest Highway to just north of Royal Lane - Financing: No cost consideration to the City

BACKGROUND

The various phases of the SoPAC Trail (formerly Southern Pacific Railroad right-of-way) make up a proposed network of 14 foot-wide concrete hike-and-bike trails that are along Dallas Area Rapid Transit (DART) owned right-of-way from Lawther Drive to north of Royal Lane. Once completed, it will provide a connection between the Santa Fe Trail and Katy Trail. The SoPAC Trail Phase III and Phase IV projects were submitted and selected in Dallas County's Major Capital Improvement Program (MCIP) Fourth Call for Projects in 2006, and the cost of the project was to be split 50/50 between the City and Dallas County. SoPAC Trail Phase IV was further divided into Phase IV-A from Northwest Highway to Greenville Avenue and Phase IV-B from Greenville Avenue to just north of Royal Lane due to funding constraints. The design of SoPAC Trail Phase IV-A is near completion and construction letting is estimated to be in June 2016. This action will authorize the Second Amendment with Dallas County for the design and construction of the SoPAC Trail Phase IV-A and Phase IV-B.

A Project Supplemental Agreement with Dallas County for the SoPAC Trail Phase III from Lawther Drive to Mockingbird Lane, Phase IV from Northwest Highway to just north of Royal Lane, and YMCA extension near the intersection of Gaston Avenue and Garland Road was authorized by the City Council on December 9, 2009, by Resolution No. 09-2965. Dallas County was slated to be the lead agency to administer the design and construction of the project. The First Amendment with Dallas County for the City's share of final design and construction cost for SoPAC Trail Phase III and YMCA Extension was authorized by the City Council on December 10, 2014, by Resolution No. 14-2110.

BACKGROUND (Continued)

The total estimated project cost for SoPAC Trail Phase IV-A is \$8,128,317, of which \$4,187,500 is to be funded by Dallas County; \$3,809,217 is to be funded by TxDOT; and \$131,600 is funded by the City. The City's share of cost for the SoPAC Trail Phase IV-A was authorized by the Dallas City Council on December 9, 2009. SoPAC Trail Phase IV-B will be funded and implemented 100% by the City with funding coming from the future bond program. Future council action will be needed for the implementation of Phase IV-B.

ESTIMATED SCHEDULE OF PROJECT

SoPAC Trail Phase IV-A from Northwest Highway to Greenville Avenue

Began Design	October, 2013
Complete Design	June, 2016
Begin Construction	October, 2016
Complete Construction	June, 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a Master Agreement with Dallas County on January 10, 2001, by Resolution No. 01-0104.

Authorized Dallas County's Fourth Call for projects on August 24, 2005, by Resolution No. 05-2432.

Authorized a Project Supplemental Agreement with Dallas County for the SoPAC Phase III and Phase IV on December 9, 2009, by Resolution No. 09-2965.

Authorized a new Master Agreement governing major transportation capital improvement projects with Dallas County on April 13, 2011, by Resolution No. 11-0927.

Authorized First Amendment with Dallas County for the SoPAC Trail Phase III and YMCA extension on December 10, 2014, by Resolution No. 14-2110.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION (SoPAC Trail Phase IV-A)

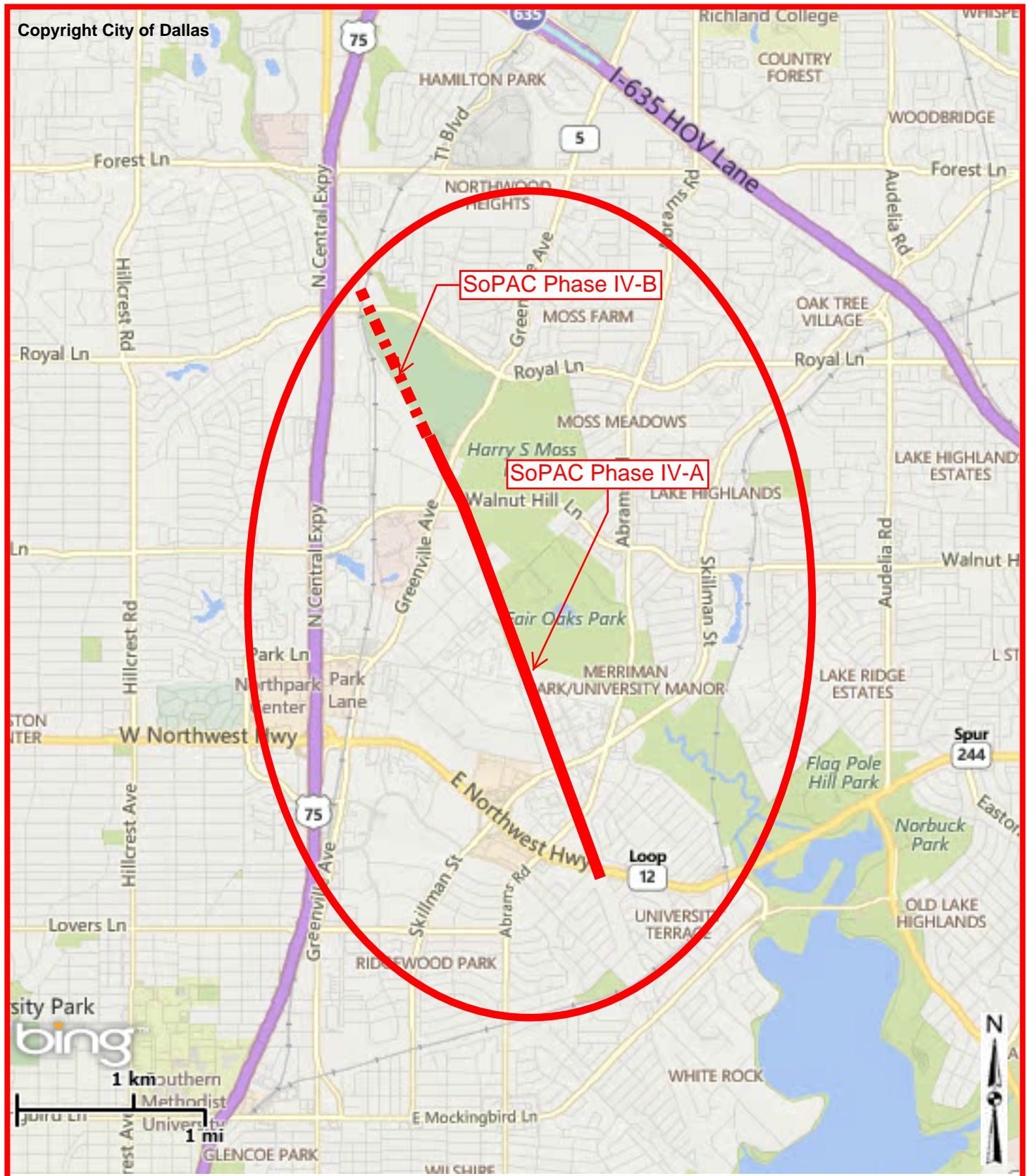
No cost consideration to the City

MAP

Attached

SoPAC TRAIL PHASE IV-A and IV-B

from Northwest Highway to North of Royal Lane



MAPSCO 26L Q V Z, 36D

May 11, 2016

WHEREAS, on January 10, 2001, Resolution No. 01-0104 authorized the Master Interlocal Agreement with Dallas County for projects to be implemented through their Major Capital Improvement Program; and,

WHEREAS, on August 24, 2005, Resolution No. 05-2432 authorized submission, acceptance, and implementation of City of Dallas candidate projects for the Dallas County Major Capital Improvement Fund Thoroughfare Program's Fourth Call for Projects; and,

WHEREAS, the East Dallas Veloway Phase III from Lawther Drive to Mockingbird Lane and Phase IV from Northwest Highway to north of Royal Lane were selected for participation and funding by Dallas County in the Fourth Call for Projects in 2006; and,

WHEREAS, on December 9, 2009, Resolution No. 09-2965 authorized the Project Supplemental Agreement with Dallas County and payment to Dallas County for the City's share of the preliminary design and the Master Plan Study on the East Dallas Veloway Phase III from Lawther Drive to Mockingbird Lane, and Phase IV from Northwest Highway to north of Royal Lane, and the YMCA extension in the amount not to exceed \$500,000.00; and,

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

WHEREAS, on December 10, 2014, Resolution No. 14-2110 authorized the First Amendment to the Project Supplemental Agreement with Dallas County and payment to Dallas County for the City's share of the final design and construction costs associated with the East Dallas Veloway (SoPAC Trail) Phase III from Lawther Drive to Mockingbird Lane project and the YMCA extension near the intersection of Gaston Avenue and Garland Road project in the amount not exceed \$2,081,700.00; and,

WHEREAS, Dallas County is the lead agency administering the design and construction of the East Dallas Veloway (SoPAC Trail) Phase III, Phase IV, and YMCA Extension projects; and,

WHEREAS, SoPAC Trail, Phase IV was divided into Phase IV-A and IV-B due to the funding constraints. Phase IV A is from Northwest Highway to Greenville Avenue and Phase IV-B is from Greenville Avenue to Royal Lane; and,

WHEREAS, for SoPAC Trail, Phase IV-A, Dallas County is the lead agency administering the design and construction with funding from the City of Dallas, Dallas County, TxDOT, and NCTCOG; and,

May 11, 2016

WHEREAS, for SoPAC Trail, Phase IV B, the City of Dallas will be the lead agency administering the design and construction with funding coming from the City's future bond program; and,

WHEREAS, it is now necessary to authorize the Second Amendment to the Project Supplemental Agreement with Dallas County for the implementation of the East Dallas Veloway (SoPAC Trail) Phase IV from Northwest Highway to north of Royal Lane.

Now, Therefore,

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

Section 1. That the City Manager is authorized to execute the Second Amendment to the Project Supplemental Agreement with Dallas County for the implementation of the East Dallas Veloway (SoPAC Trail) Phase IV from Northwest Highway to north of Royal Lane, after it has been approved as to form by the City Attorney.

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 # 30

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sanitation Services

CMO: Joey Zapata, 670-3009

MAPSCO: 67P

SUBJECT

Authorize **(1)** Supplemental Agreement No. 2 to the contract with Hammett Excavation, Inc. for the Cell 6B1, 6D2 and Site Improvements Construction Contract at the McCommas Bluff Landfill to install a permanent leachate interceptor trench system and geomembrane lined drainage downchutes along the west side of the landfill adjacent to the perimeter road as an addition to the construction scope in the amount of \$431,164; and **(2)** an increase in appropriations in the Sanitation Capital Improvement Fund in the amount of \$431,164, from \$14,242,406 to \$14,673,570 - Not to exceed \$431,164 - Financing: Sanitation Capital Improvement Funds

BACKGROUND

The Cell 6B1, 6D2 and Site Improvements Construction Contract with Hammett Excavation, Inc. includes construction of 30 acres of lined landfill cells and other site improvements at the landfill including aggregate paved access roads, asphalt paved entrance and perimeter roads, grated demudders, concrete low water crossings, entrance signs and a wheel wash facility.

BACKGROUND (continued)

Record rainfall in 2015 (about twice the annual average amount) resulted in increased erosion of the landfill cover soil and increased surface water infiltration into the waste fill area. Like many of the landfills regionally, McCommas Bluff Landfill began experiencing an unusual number of leachate seeps. In order to contain those seeps, the landfill made erosion and stabilization repairs where possible and installed a temporary control and collection system along a portion of the west landfill perimeter road. Based on the continued and unusually high saturation of the landfill waste mass, landfill staff recommends the temporary control system not be removed until more permanent controls are in place. Part of the current construction project includes west landfill perimeter road paving improvements. Since the road construction cannot proceed with the current temporary leachate control system in place and installation of permanent controls in conjunction with adjacent perimeter roadway paving improvements is a more efficient construction project (reducing duplication of work, mobilization, and operational disruption created by separate projects), the City requested that Hammett Excavation, Inc. provide an estimate on the costs associated with the installation of a permanent leachate interceptor trench system and geomembrane lined downchutes along the west side of the landfill adjacent to the perimeter road prior to its construction. The leachate interceptor system will consist of a drainage geocomposite blanket placed on the side slopes, a perforated pipe encased in a gravel filled trench along the toe of the slopes and HDPE collection sumps located at each end of the west sideslope. The drainage blanket will intercept the leachate and convey it to the trench drain along the toe of the slope and convey it to the landfill's leachate collection system. A copy of the bid for the additional scope of work to be performed prior to the construction of the perimeter road is provided as Exhibit B and the plan and details of the interceptor system and downchutes are provided on Exhibit C.

Due to the priority and importance of installing the enhanced leachate collection system and making west landfill road improvements, staff recommends the installation of the leachate interceptor trench system by increasing the original contract amount.

This action authorizes Supplemental Agreement No. 2 to the construction contract with Hammett Excavation, Inc. The additional amount for the additional construction services for this Supplemental Agreement request is \$431,164.00 as stated in Exhibit D.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	December 2015
Complete Construction	July 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 9, 2012, by Resolution No. 12-1272, City Council authorized a professional services contract to Biggs and Mathews Environmental, Inc., for among other services, the design and construction oversight of a sector of a waste cell at McCommas Bluff Landfill.

On April 24, 2013, by Resolution No. 13-0713, City Council authorized a contract to Hammett Excavation, Inc., for the construction of 6D1, a 15-acre waste cell, with composite liner and leachate collection system at McCommas Bluff Landfill.

The City Manager authorized Supplemental Agreement No. 2, to the professional engineering contract with Biggs and Mathews Environmental, Inc., for waste cell construction oversight at McCommas Bluff Landfill on June 10, 2015, by Resolution No. 15-1059.

On October 26, 2015, the Quality of Life & Environment Committee was provided information regarding Hammett Excavation, Inc.'s construction contract for waste cells at McCommas Bluff Landfill.

On October 28, 2015, by Resolution No. 15-1972, City Council authorized a contract to Hammett Excavation Inc. for the construction of two 15-acre waste cells, with composite liner and leachate collection system, and various site improvements at McCommas Bluff Landfill.

The City Manager authorized Change Order No. 1, to provide deletions and additions to the construction contract with Hammett Excavation, Inc. for the temporary controls to control the leachate at McCommas Bluff Landfill on March 14, 2016, by Resolution No. 16-0238.

Information about this item will be provided to the Quality of Life & Environment Committee on May 9, 2016.

FISCAL INFORMATION

\$431,164.00 - Sanitation Capital Improvement Funds

ETHNIC COMPOSITION

Hammett Excavation, Inc.

White Male	21	White Female	4
Black Male	0	Black Female	0
Hispanic Male	47	Hispanic Female	0
Other Male	0	Other Female	0

OWNER

Hammett Excavation, Inc.

Gaylon Hammett, President

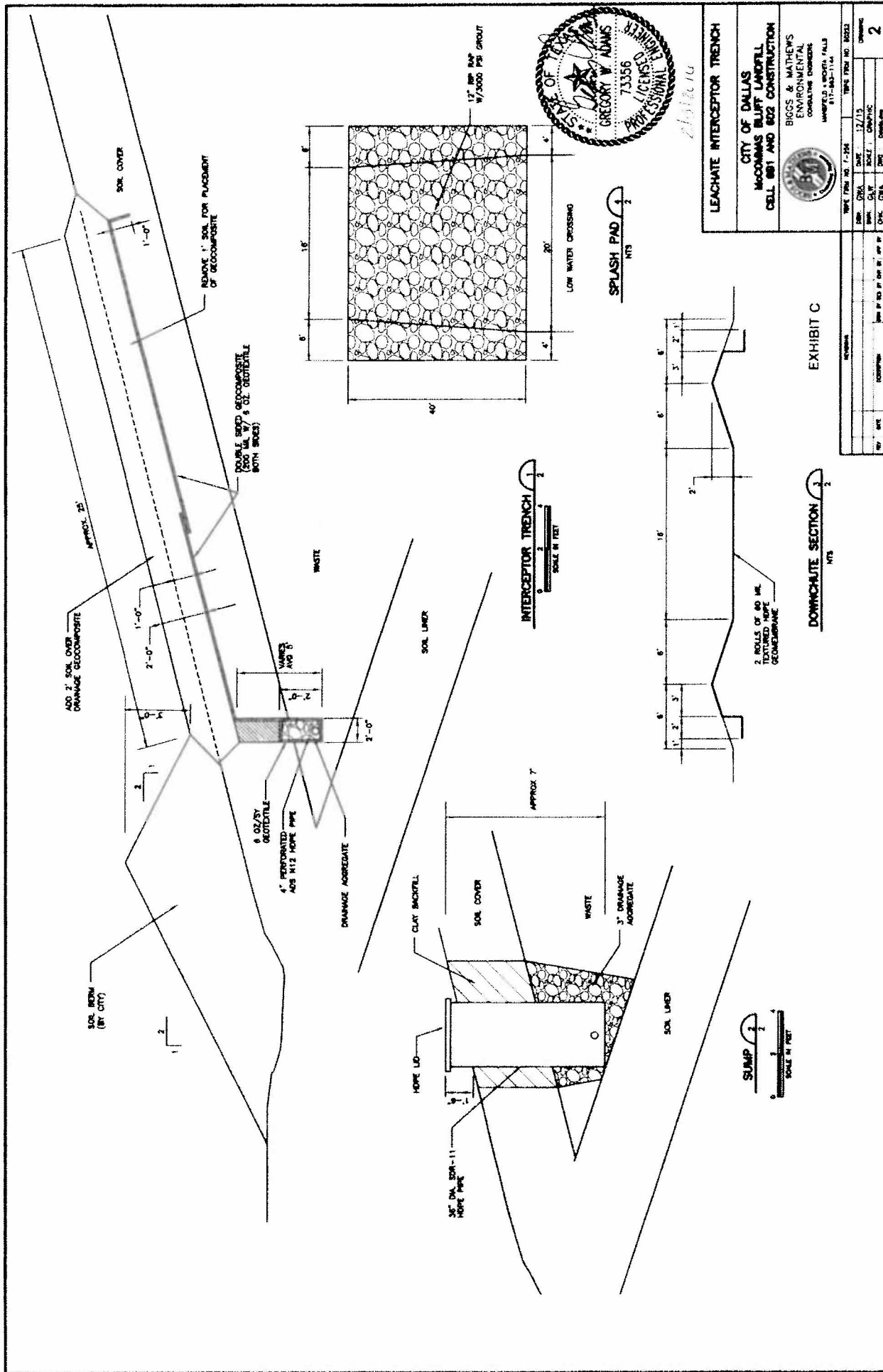
EXHIBIT B**CONSTRUCTION BID FOR THE McCOMMAS BLUFF LANDFILL****SIDESLOPE LEACHATE INTERCEPTOR TRENCH AND LETDOWN CHUTES****HAMMETT EXCAVATION, INC.****Sideslope Leachate Interceptor Trench**

<i>Item</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
Excavate 1 ft of existing soil cover	4,400	cy	\$ 4.25	\$ 18,700.00
Excavate waste	3,600	lf	\$ 3.59	\$ 12,924.00
Leachate aggregate	3,600	lf	\$ 14.72	\$ 52,992.00
Geotextile	3,600	lf	\$ 3.34	\$ 12,024.00
4 inch pipe	3,600	lf	\$ 2.19	\$ 7,884.00
Equipment and Labor	3,600	lf	\$ 24.00	\$ 86,400.00
Pump leachate from trench	1	ls	\$ 7,500.00	\$ 7,500.00
Install drainage geocomposite	127,380	sf	\$ 0.55	\$ 70,059.00
Install 2 ft soil over geocomposite and trench	9,500	cy	\$ 4.75	\$ 45,125.00
Install HDPE sumps	2	ea	\$ 14,835.00	\$ 29,670.00
				\$ 343,278.00

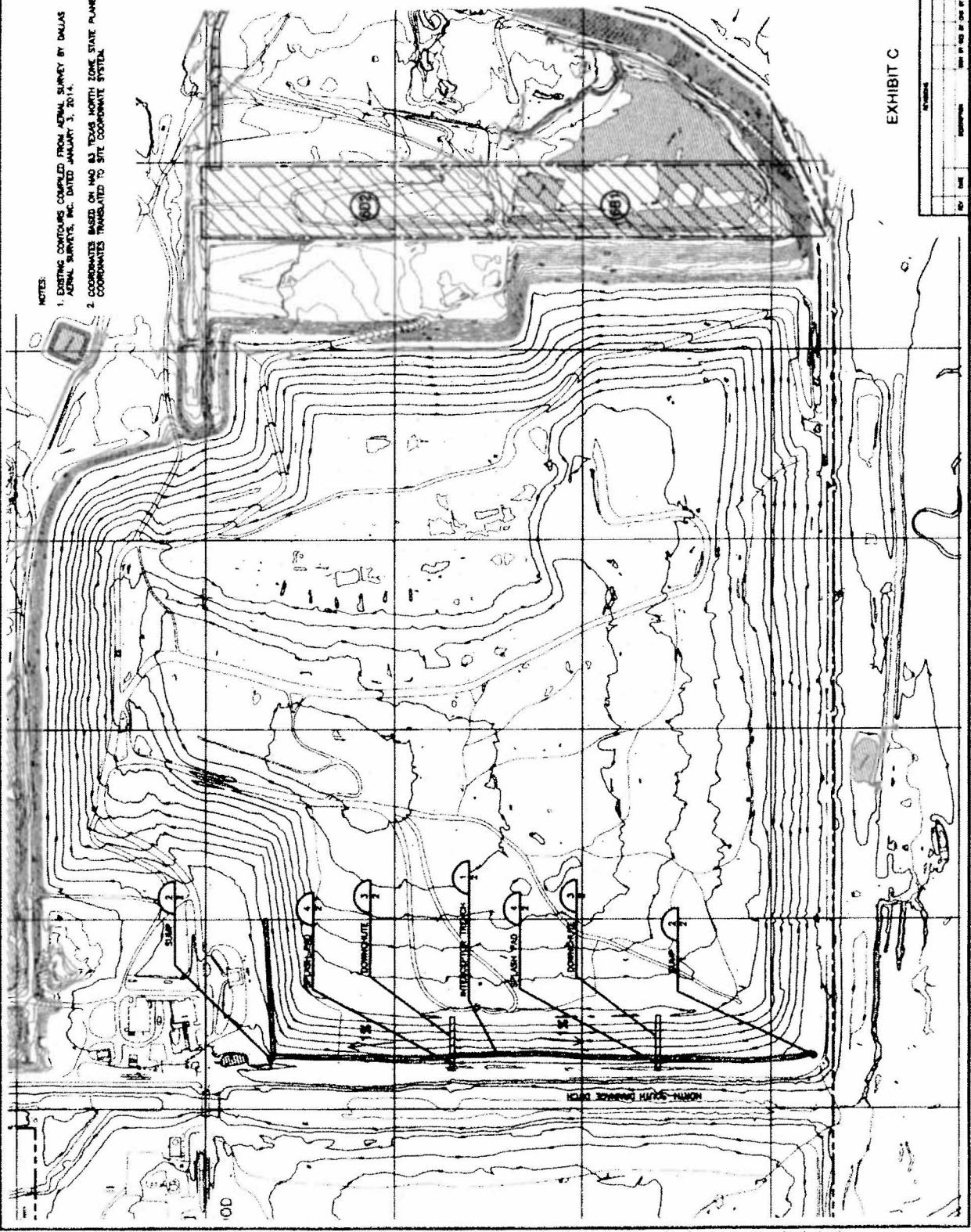
Geomembrane Lined Chutes

<i>Item</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
Geomembrane material	23,400	sf	\$ 0.70	\$ 16,380.00
Berms and anchor trenches	1,040	lf	\$ 27.15	\$ 28,236.00
Geomembrane installation	21,840	sf	\$ 1.10	\$ 24,024.00
Oversize rock	148	ton	\$ 49.50	\$ 7,326.00
Concrete grout	80	cy	\$ 149.00	\$ 11,920.00
				\$ 87,886.00
Grand Total			\$	431,164.00

By: Gaylen HammettTitle: PresidentDate: 2/10/16



- NOTES:
1. EXISTING CONTOURS COMPILED FROM AERIAL SURVEY BY DALLAS AERIAL SURVEYS, INC. DATED JANUARY 3, 2014.
 2. COORDINATES BASED ON NAD 83 TEXAS NORTH ZONE STATE PLANE COORDINATES TRANSLATED TO SITE COORDINATE SYSTEM.



SITE PLAN
LEACHATE INTERCEPTOR TRENCH
CITY OF DALLAS
MOONSHAW BLUFF LANDFILL
CELL 601 AND 602 CONSTRUCTION
 BIGGS & MATHEWS
 ENVIRONMENTAL
 CONSULTING ENGINEERS
 WASHINGTON, D.C. 20004
 817-943-1144

DATE	11/15	DATE	11/15	DATE	11/15
BY	GW	BY	GW	BY	GW
CHECKED	GW	CHECKED	GW	CHECKED	GW
DATE	11/15	DATE	11/15	DATE	11/15
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EXHIBIT C

EXHIBIT D
McCOMMAS BLUFF LANDFILL CELLS 6B1,6D2 AND SITE IMPROVEMENTS
REVISED SCHEDULE OF VALUES
Page 1 of 2

Item	Description	Unit	Unit Price	Original Contract		Change Order No. 1		Change Order No. 2		Revised Contract	
				Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
1	Mobilization/Demobilization	LS	\$ 117,250.00	1.00	\$ 117,250.00	-	\$ -	-	\$ -	1.00	\$ 117,250.00
2	Safety	LS	\$ 8,000.00	1.00	\$ 8,000.00	-	\$ -	-	\$ -	1.00	\$ 8,000.00
3	Temporary Controls	LS	\$ 25,000.00	1.00	\$ 25,000.00	10.24	\$ 256,118.50	-	\$ -	11.24	\$ 281,118.50
4	Clearing and Grubbing	AC	\$ 900.00	5.00	\$ 4,500.00	11.00	\$ 9,900.00	-	\$ -	16.00	\$ 14,400.00
5	General Excav/Cell 6B1 and 6D2	CY	\$ 1.89	60,000.00	\$ 113,400.00	3,000.00	\$ 5,670.00	-	\$ -	63,000.00	\$ 119,070.00
6	General Excav/primary borrow area	CY	\$ 1.00	200,000.00	\$ 200,000.00	150,700.00	\$ 150,700.00	-	\$ -	350,700.00	\$ 350,700.00
7	General Excav/secondary borrow area	CY	\$ 1.18	130,000.00	\$ 153,400.00	(130,000.00)	\$ (153,400.00)	-	\$ -	-	\$ -
8	Unsuitable Material Excavation	CY	\$ 2.90	30,000.00	\$ 87,000.00	-	\$ -	-	\$ -	30,000.00	\$ 87,000.00
9	Waste Excavation	CY	\$ 3.95	2,000.00	\$ 7,900.00	-	\$ -	-	\$ -	2,000.00	\$ 7,900.00
10	Rock Excavation	CY	\$ 3.95	5,000.00	\$ 19,750.00	(4,000.00)	\$ (15,800.00)	-	\$ -	1,000.00	\$ 3,950.00
11	General Earthfill	CY	\$ 0.76	167,000.00	\$ 126,920.00	41,500.00	\$ 31,540.00	-	\$ -	208,500.00	\$ 158,460.00
12	Underdrain	LF	\$ 15.99	7,040.00	\$ 112,569.60	-	\$ -	-	\$ -	7,040.00	\$ 112,569.60
13	Sidewall Drain	LF	\$ 61.50	525.00	\$ 32,287.50	-	\$ -	-	\$ -	525.00	\$ 32,287.50
14	Access Ramp and Culvert	LS	\$ 7,500.00	1.00	\$ 7,500.00	-	\$ -	-	\$ -	1.00	\$ 7,500.00
15	Existing Liner Tie-in	LF	\$ 5.00	3,245.00	\$ 16,225.00	400.00	\$ 2,000.00	-	\$ -	3,645.00	\$ 18,225.00
16	Compacted Soil Liner	SF	\$ 0.10	1,317,305.00	\$ 134,365.11	-	\$ -	-	\$ -	1,317,305.00	\$ 134,365.11
17	Geomembrane Subgrade Preparation	SF	\$ 0.04	1,317,305.00	\$ 52,692.20	-	\$ -	-	\$ -	1,317,305.00	\$ 52,692.20
18	Protective cover	SF	\$ 0.09	1,320,425.00	\$ 122,799.53	-	\$ -	-	\$ -	1,320,425.00	\$ 122,799.53
19	North Future Liner Tie-in	LF	\$ 12.19	410.00	\$ 4,997.90	-	\$ -	-	\$ -	410.00	\$ 4,997.90
20	Future Liner Tie-in	LF	\$ 8.42	3,085.00	\$ 25,975.70	-	\$ -	-	\$ -	3,085.00	\$ 25,975.70
21	Geomembrane	SF	\$ 0.46	1,322,250.00	\$ 612,201.75	-	\$ -	-	\$ -	1,322,250.00	\$ 612,201.75
22	Geocomposite	SF	\$ 0.55	1,321,335.00	\$ 724,091.58	-	\$ -	-	\$ -	1,321,335.00	\$ 724,091.58
23	Leachate Collection Trench	LF	\$ 69.72	3,090.00	\$ 215,434.80	-	\$ -	-	\$ -	3,090.00	\$ 215,434.80
24	Leachate Sump and Risers	LS	\$ 24,979.00	1.00	\$ 24,979.00	-	\$ -	-	\$ -	1.00	\$ 24,979.00
25	Leachate Riser Vault	LS	\$ 4,500.00	1.00	\$ 4,500.00	-	\$ -	-	\$ -	1.00	\$ 4,500.00
26	Leachate System	LS	\$ 76,330.54	1.00	\$ 76,330.54	-	\$ -	-	\$ -	1.00	\$ 76,330.54
27	Leachate Foremain	LF	\$ 36.25	440.00	\$ 15,950.00	-	\$ -	-	\$ -	440.00	\$ 15,950.00
A1	Mobilization and Demobilization	LS	\$ 500.00	1.00	\$ 500.00	(1.00)	\$ (500.00)	-	\$ -	-	\$ -
A2	Temporary Controls	LS	\$ 500.00	1.00	\$ 500.00	(1.00)	\$ (500.00)	-	\$ -	-	\$ -
A3	General Excavation	CY	\$ 1.23	3,232.00	\$ 3,975.36	(3,232.00)	\$ (3,975.36)	-	\$ -	-	\$ -
A4	General Earthfill and Grading	CY	\$ 1.23	3,232.00	\$ 3,975.36	(3,232.00)	\$ (3,975.36)	-	\$ -	-	\$ -
A5	Aggregate Pavement	SF	\$ 1.62	63,215.00	\$ 102,408.30	(63,215.00)	\$ (102,408.30)	-	\$ -	-	\$ -
P1	Mobilization and Demobilization	LS	\$ 2,500.00	1.00	\$ 2,500.00	-	\$ -	-	\$ -	1.00	\$ 2,500.00
P2	Temporary Controls	LS	\$ 2,500.00	1.00	\$ 2,500.00	-	\$ -	-	\$ -	1.00	\$ 2,500.00
P3	General Excavation and Demolition	CY	\$ 2.98	7,330.00	\$ 21,843.40	(494.61)	\$ (1,473.94)	-	\$ -	6,835.39	\$ 20,369.46
P4	General Earthfill and Grading	CY	\$ 1.00	129.00	\$ 129.00	-	\$ -	-	\$ -	129.00	\$ 129.00
P5	HMAC Pavement	LF	\$ 188.09	3,366.00	\$ 633,110.94	(196.00)	\$ (36,865.64)	-	\$ -	3,170.00	\$ 596,245.30
P6	HMAC Pavement Repairs	SF	\$ 11.41	733.00	\$ 8,363.53	-	\$ -	-	\$ -	733.00	\$ 8,363.53
P7	Bridge Overlay	SF	\$ 3.39	5,179.00	\$ 17,556.81	-	\$ -	-	\$ -	5,179.00	\$ 17,556.81
P8	Low Water Crossing	EA	\$ 41,359.50	3.00	\$ 124,078.50	(1.00)	\$ (41,359.50)	-	\$ -	2.00	\$ 82,719.00
E1	Mobilization and Demobilization	LS	\$ 4,500.00	1.00	\$ 4,500.00	-	\$ -	-	\$ -	1.00	\$ 4,500.00
E2	Temporary Controls	LS	\$ 500.00	1.00	\$ 500.00	-	\$ -	-	\$ -	1.00	\$ 500.00
E3	General Excavation and Demolition	CY	\$ 5.00	1,023.00	\$ 5,115.00	-	\$ -	-	\$ -	1,023.00	\$ 5,115.00
E4	General Earthfill and Grading	CY	\$ 2.00	195.00	\$ 390.00	-	\$ -	-	\$ -	195.00	\$ 390.00
E5	Bypass Lane HMAC	LF	\$ 6.10	4,532.00	\$ 27,645.20	-	\$ -	-	\$ -	4,532.00	\$ 27,645.20
E6	Entrance Road HMAC	SF	\$ 6.10	8,965.00	\$ 54,686.50	-	\$ -	-	\$ -	8,965.00	\$ 54,686.50

EXHIBIT D
McCOMMAS BLUFF LANDFILL CELLS 6B1,6D2 AND SITE IMPROVEMENTS
REVISED SCHEDULE OF VALUES
Page 2 of 2

Item	Description	Unit	Unit Price	Original Contract		Change Order No. 1		Change Order No. 2		Revised Contract	
				Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
E7	Bypass Lane Treated Subgrade/Base	SF	\$ 4.15	6,090.00	\$ 25,273.50	-	\$ -	-	\$ -	6,090.00	\$ 25,273.50
E8	Entrance Road Treated Subgrade/Base	SF	\$ 4.15	11,613.00	\$ 48,193.95	-	\$ -	-	\$ -	11,613.00	\$ 48,193.95
E9	Curb and Gutter	LF	\$ 32.55	662.00	\$ 21,548.10	-	\$ -	-	\$ -	662.00	\$ 21,548.10
E10	Aggregate Pavement	SF	\$ 2.20	9,586.00	\$ 21,089.20	(9,586.00)	\$ (21,089.20)	-	\$ -	-	\$ -
E11	12" CMP Culvert	LS	\$ 4,500.00	1.00	\$ 4,500.00	(1.00)	\$ (4,500.00)	-	\$ -	-	\$ -
E12	18" CMP Culvert	LS	\$ 5,500.00	1.00	\$ 5,500.00	(1.00)	\$ (5,500.00)	-	\$ -	-	\$ -
W1	Mobilization and Demobilization	LS	\$ 58,750.00	1.00	\$ 58,750.00	-	\$ -	-	\$ -	1.00	\$ 58,750.00
W2	Temporary Controls	LS	\$ 11,484.00	1.00	\$ 11,484.00	-	\$ -	-	\$ -	1.00	\$ 11,484.00
W3	General Excavation and Demolition	CY	\$ 13.75	726.00	\$ 9,982.50	-	\$ -	-	\$ -	726.00	\$ 9,982.50
W4	Wheel Wash System	LS	\$ 340,421.00	1.00	\$ 340,421.00	-	\$ -	-	\$ -	1.00	\$ 340,421.00
D1	Mobilization and Demobilization	LS	\$ 500.00	1.00	\$ 500.00	-	\$ -	-	\$ -	1.00	\$ 500.00
D2	Temporary Controls	LS	\$ 500.00	1.00	\$ 500.00	-	\$ -	-	\$ -	1.00	\$ 500.00
D3	General Excavation and Demolition	CY	\$ 10.00	100.00	\$ 1,000.00	-	\$ -	-	\$ -	100.00	\$ 1,000.00
D4	Demurrer A	EA	\$ 42,912.00	2.00	\$ 85,824.00	-	\$ -	-	\$ -	2.00	\$ 85,824.00
D5	Demurrer B	EA	\$ 64,581.20	1.00	\$ 64,581.20	(1.00)	\$ (64,581.20)	-	\$ -	-	\$ -
S1	Mobilization and Demobilization	LS	\$ 9,000.00	1.00	\$ 9,000.00	-	\$ -	-	\$ -	1.00	\$ 9,000.00
S2	Temporary Controls	LS	\$ 2,000.00	1.00	\$ 2,000.00	-	\$ -	-	\$ -	1.00	\$ 2,000.00
S3	Entrance Signs	EA	\$ 17,250.00	2.00	\$ 34,500.00	-	\$ -	-	\$ -	2.00	\$ 34,500.00
C1	Excavate 1 ft of existing soil cover	CY	\$ 4.25	-	\$ -	-	\$ -	4,400.00	\$ 18,700.00	4,400.00	\$ 18,700.00
C2	Excavate waste	LF	\$ 3.59	-	\$ -	-	\$ -	3,600.00	\$ 12,924.00	3,600.00	\$ 12,924.00
C3	Leachate aggregate	LF	\$ 14.72	-	\$ -	-	\$ -	3,600.00	\$ 52,992.00	3,600.00	\$ 52,992.00
C4	Geotextile	LF	\$ 3.34	-	\$ -	-	\$ -	3,600.00	\$ 12,024.00	3,600.00	\$ 12,024.00
C5	4 inch pipe	LF	\$ 2.19	-	\$ -	-	\$ -	3,600.00	\$ 7,884.00	3,600.00	\$ 7,884.00
C6	Equipment and Labor	LF	\$ 24.00	-	\$ -	-	\$ -	3,600.00	\$ 86,400.00	3,600.00	\$ 86,400.00
C7	Pump leachate from trench	LS	\$ 7,500.00	-	\$ -	-	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
C8	Install drainage geocomposite	SF	\$ 0.55	-	\$ -	-	\$ -	127,380.00	\$ 70,059.00	127,380.00	\$ 70,059.00
C9	Install 2 ft soil	CY	\$ 4.75	-	\$ -	-	\$ -	9,500.00	\$ 45,125.00	9,500.00	\$ 45,125.00
C10	Install HDPE sumps	EA	\$ 14,835.00	-	\$ -	-	\$ -	2.00	\$ 29,670.00	2.00	\$ 29,670.00
C11	Geomembrane material	SF	\$ 0.70	-	\$ -	-	\$ -	23,400.00	\$ 16,380.00	23,400.00	\$ 16,380.00
C12	Berms and anchor trenches	LS	\$ 27.15	-	\$ -	-	\$ -	1,040.00	\$ 28,236.00	1,040.00	\$ 28,236.00
C13	Geomembrane installation	SF	\$ 1.10	-	\$ -	-	\$ -	21,840.00	\$ 24,024.00	21,840.00	\$ 24,024.00
C14	Oversize rock	TN	\$ 49.50	-	\$ -	-	\$ -	148.00	\$ 7,326.00	148.00	\$ 7,326.00
C15	Concrete grout	CY	\$ 149.00	-	\$ -	-	\$ -	80.00	\$ 11,920.00	80.00	\$ 11,920.00
					\$ 4,804,945.56		\$ 0.00		\$ 431,164.00		\$ 5,236,109.56

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** Supplemental Agreement No. 2 to the contract with Hammett Excavation, Inc. for the Cell 6B1, 6D2 and Site Improvements Construction Contract at the McCommas Bluff Landfill to install a permanent leachate interceptor trench system and geomembrane lined drainage downchutes along the west side of the landfill adjacent to the perimeter road as an addition to the construction scope in the amount of \$431,164; and **(2)** an increase in appropriations in the Sanitation Capital Improvement Fund in the amount of \$431,164, from \$14,242,406 to \$14,673,570 - Not to exceed \$431,164 - Financing: Sanitation Capital Improvement Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$431,164.00	100.00%
TOTAL THIS ACTION	\$431,164.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Champion Solutions	WFDB79263Y0416	\$10,500.00	2.44%
Total Minority - Non-local		\$10,500.00	2.44%

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	\$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	\$10,500.00	2.44%	\$1,351,857.15	25.82%
Total	\$10,500.00	2.44%	\$1,351,857.15	25.82%

May 11, 2016

WHEREAS, on May 9, 2012, City Council authorized a professional services contract to Biggs and Mathews Environmental, Inc., for the design and construction oversight of a sector of waste cell 6 at McCommas Bluff Landfill, by Resolution No. 12-1272; and,

WHEREAS, on April 24, 2013, City Council authorized a contract for the construction of 6D1, a 15-acre waste cell, with composite liner and leachate collection system, at McCommas Bluff Landfill with Hammett Excavation Inc., by Resolution No. 13-0713; and,

WHEREAS, on June 10, 2015, City Council authorized Supplemental Agreement No. 2 to the professional engineering contract with Biggs and Mathews Environmental, Inc., for waste cell construction oversight at McCommas Bluff, by Resolution No. 15-1059; and,

WHEREAS, on October 28, 2015, City Council authorized a contract for the construction of two 15-acre waste cells, with composite liner and leachate collection system, and various site improvements at McCommas Bluff Landfill with Hammett Excavation Inc., by Resolution No. 15-1972; and,

WHEREAS, on March 14, 2016, City Manager authorized Change Order No. 1, to provide deletions and additions to the construction contract with Hammett Excavation, Inc. for the temporary controls to control the leachate by Administrative Action No. 16-0238; and,

WHEREAS, the continued development of the McCommas Bluff Landfill requires the construction of a permanent leachate interceptor trench system.

NOW, THEREFORE,

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

Section 1. That upon approval as to form by the City Attorney, the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to the contract with Hammett Excavation, Inc. for the Cell 6B1, 6D2 and Site Improvements Construction Contract at the McCommas Bluff Landfill to install a permanent leachate interceptor trench system and geomembrane lined drainage downchutes along the west side of the landfill adjacent to the perimeter road as an addition to the construction scope in an amount not to exceed \$431,164.00.

May 11, 2016

Section 2. That the City Manager is hereby authorized to increase appropriations in the Sanitation Capital Improvement Funds 0593, Dept. SAN, Unit P309, Obj. 4599 in an amount not to exceed \$431,164.00.

Section 3. That the Chief Financial Officer is hereby authorized to disburse the following funds in an amount not to exceed \$431,164.00 from Fund 0593, Dept. SAN, Unit P309, Obj. 4599, Encumbrance CT-SAN-Cell6, Vendor No. VS0000075903, Program No. SAN Cell 6; Amount \$431,164.00.

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.

AGENDA ITEM # 31

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 12

DEPARTMENT: Street Services

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

MAPSCO: 4B C F G H K L 5C F G H M 6E F K 655X

SUBJECT

Authorize **(1)** an Interlocal Agreement with Collin County to install radar vehicle detectors at 27 City of Dallas signalized intersections located within Collin County (list attached); **(2)** the receipt and deposit of funds from Collin County in the amount of \$384,750; and **(3)** an increase in appropriations in the Capital Projects Reimbursement Fund in the amount of \$384,750 - Not to exceed \$384,750 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

This action will authorize the City of Dallas (City) to enter into an Interlocal Agreement with Collin County to undertake a project to install radar vehicle detectors at 27 City of Dallas signalized intersections located within Collin County. The estimated total cost of the project is \$769,500.00.

Collin County is requesting an Interlocal Agreement with the City for the City to perform this project. The project was selected through the Collin County 2007 Bond Discretionary Funding Call for Projects submitted by the City in 2014. The project has a 50% matching requirement. The City's portion of the project will be \$384,750.00. The estimated total value of the project is \$769,500.00.

The total project cost includes: engineering, construction, inspection and construction administration costs including contingencies. The project will be completed using the existing City of Dallas traffic signal construction on-call contractor and City forces.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	June 2016
Complete Construction	June 2018

FISCAL INFORMATION

Capital Projects Reimbursement Funds - \$384,750.00

MAP

Attached

**Traffic Signal Vehicle Detection Replacement
Interlocal Agreement with Collin County, Texas**

<u>Street</u>	<u>Cross Street</u>	<u>Council District</u>
Dallas Parkway	Frankford Road	12
Dallas Parkway	Trinity Mills Road	12
Dallas Parkway	Haverwood Lane	12
Frankford Road	Preston Road	12
Frankford Road	Hillcrest Road	12
Coit Road	President George Bush Turnpike	12
Briargrove Lane	Dallas Parkway	12
Campbell Road	Frankford Road	12
Genstar Lane/Bentwood Trail	Preston Road	12
Trinity Mills Road	Voss Road/Westgrove Drive	12
Addison Road	Trinity Mills Road	12
Coit Road	McCallum Boulevard	12
Davenport Road	Frankford Road	12
Frankford Road	Osage Plaza Parkway	12
Frankford Road	Preston Ridge Trail	12
Frankford Road	Stonehollow Way	12
Hillcrest Road	McCallum Boulevard	12
Lloyd Circle	Preston Road	12
Briargrove Lane	Midway Road	12
Coral Ridge Drive	Frankford Road	12
Frankford Road	Meandering Way	12
Horizon North Parkway	Midway Road	12
Midway Road	Frankford Road	12
Midway Road	President George Bush Turnpike	12
Midway Road	Rosemeade Parkway	12
Midway Road	Timberglen Road	12
Mapleshade Lane	Preston Road	12

Map by Transportation GIS
4/6/2016
214-671-8956



Mapsco Pages: 4B 4C 4F 4G 4H 4K 4L 5C 5F 5G 5H 5M 6E 6F 6K 655X

May 11, 2016

WHEREAS, the County of Collin, Texas (County) and the City of Dallas, Texas (City) desire to enter into an Interlocal Agreement to undertake a project to install vehicle radar detection at the following signalized intersections: Dallas Parkway and Frankford Road, Dallas Parkway and Trinity Mills Road, Dallas Parkway and Haverwood Lane, Frankford Road and Preston Road, Frankford Road and Hillcrest Road, Coit Road and President George Bush Turnpike, Briargrove Lane and Dallas Parkway, Campbell Road and Frankford Road, Genstar Lane /Bentwood Trail and Preston Road, Trinity Mills Road and Voss Road/Westgrove Drive, Addison Road and Trinity Mills Road, Coit Road and McCallum Boulevard, Davenport Road and Frankford Road, Frankford Road and Osage Plaza Parkway, Frankford Road and Preston Ridge Trail, Frankford Road and Stonehollow Way, Hillcrest Road and McCallum Boulevard, Lloyd Circle and Preston Road, Briargrove Lane and Midway Road, Coral Ridge Drive and Frankford Road, Frankford Road and Meandering Way, Horizon North Parkway and Midway Road, Midway Road and Frankford Road, Midway Road and President George Bush Turnpike, Midway Road and Rosemeade Parkway, Midway Road and Timberglen Road, and Mapleshade Lane and Preston Road; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Collin County Commissioners Court approved the 2007 Discretionary prioritization list to include this project on October 20, 2014, Court Order #2014-810-10-20; and

WHEREAS, this Interlocal Agreement with Collin County is a based on a 50/50 participation; and

WHEREAS, the City of Dallas desires to enter into an Interlocal Agreement with the County of Collin, Texas (#07-00-61), to receive cost reimbursement for the design and construction traffic signals.

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 an Interlocal Agreement with Collin County, Texas, to install vehicle radar detection at 27 City of Dallas signalized intersections, after it has been approved as to form by the City Attorney. This agreement shall automatically terminate upon the completion of this project, or may be modified in writing executed by both parties.

May 11, 2016

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from Collin County pertaining to this project in an amount not to exceed \$384,750.00 in Fund 0556, Dept. STS, Unit W081, Revenue Source 6523.

Section 3. That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund 0556, Dept. STS, Unit W081, Obj. 4820, Act. INGV, TPW08116 in an amount not to exceed \$384,750.00.

Section 4. 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 5. That the Chief Financial Officer is hereby authorized to deposit any unused Current Funds pertaining to this project into Fund 0556, Department STS, BSA 032B.

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

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

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 3, 4, 5, 7, 8, 9, 12, 14

DEPARTMENT: Street Services

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

MAPSCO: 17V 36B 38U 54U 59K 62R 66P

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 2015 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated off system intersection improvements at Frankford Road and Marsh Lane, Cockrell Hill Road and Red Bird Lane, Ferguson Road and Peavy Road, Greenville Avenue and Lovers Lane, Illinois Avenue and Marsalis Avenue, Lake June Road and Prairie Creek Road, and Simpson Stuart Road and Bonnie View Road; **(2)** a required local match in the amount of \$220,236; and **(3)** an amendment to Resolution No. 16-0648, previously approved on April 27, 2016, to identify a required local match for design of the traffic signals in the amount of \$163,700 - Total not to exceed \$2,275,287 - Financing: Texas Department of Transportation Grant Funds (\$1,891,351) and Current Funds (\$220,236)

BACKGROUND

The City of Dallas was awarded grant funding totaling \$6.22 million from the 2015 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 action will use local matching funds totaling \$383,935.94 to leverage \$1,891,350.24 in Federal and State funds for construction and associated intersection improvements at five intersections for a total not to exceed cost of \$2,275,286.18. Specifically, the City is required to pay State fees in the amount of \$21,509.94, professional design services in the amount of \$163,700.00 (through a separate contract with Kimley-Horn and Associates), and 10% match for Direct State Engineering and construction costs for off system intersections, totaling \$198,726.00, bringing the City's portion of the project to \$383,935.94.

BACKGROUND (Continued)

Any change orders or overruns are the responsibility of the City of Dallas.

The traffic signals will be constructed over three years. Design will commence in FY 2016 and construction of the seven (7) traffic signals will commence in FY 2017.

Construction of the seven signals listed below will commence in 2017.

- Frankford Road and Marsh Lane (CSJ#0918-46-291), (Upgrade) (CD 12)
- Cockrell Hill Road and Red Bird Lane (CSJ#0918-47-153), (Upgrade) (CD 3)
- Ferguson Road and Peavy Road (CSJ#0918-47-155), (Upgrade), (CD 7,9)
- Greenville Avenue and Lovers Lane (CSJ#0918-47-157), (Upgrade) (CD 14)
- Illinois Avenue and Marsalis Avenue (CSJ#0918-47-160), (Upgrade) (CD 4)
- Lake June Road and Prairie Creek Road (CSJ#0918-47-161), (Upgrade), (CD 5)
- Simpson Stuart Road and Bonnie View Road (CSJ#0918-47-164), (Upgrade) (CD 8)

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 27, 2016, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide traffic signal design services for 39 traffic signals at various intersections and other related tasks by Resolution No. 16-0648.

Information about this item will be provided to the Transportation and Trinity River Project Committee on May 9, 2016.

ESTIMATED SCHEDULE OF PROJECT

Began Design	April 2016
Complete Construction	October 2019

FISCAL INFORMATION

Design (previously approved by Resolution No. 16-0648) - \$163,700.00
Texas Department of Transportation Grant Funds (this action) - \$1,891,350.24
Current Funds (this action) - \$220,235.94

FISCAL INFORMATION (Continued)

The total value of this funding agreement is \$2,275,286.18 with the following components:

Federal and State Funds (TxDOT)	\$1,891,350.24
Match (City of Dallas)	\$ 383,935.94

<u>Council District</u>	<u>Amount</u>
3	\$ 324,210.02
4	\$ 300,146.02
5	\$ 298,346.02
7	\$ 147,223.02
8	\$ 299,446.02
9	\$ 147,223.02
12	\$ 382,746.02
14	<u>\$ 375,946.04</u>
Total	\$2,275,286.18

MAP

Attached

The map displays the following precincts and their corresponding colors:

- Precinct 1:** Light blue
- Precinct 2:** Light green
- Precinct 3:** Light orange
- Precinct 4:** Light yellow
- Precinct 5:** Light purple
- Precinct 6:** Light pink
- Precinct 7:** Light green
- Precinct 8:** Light yellow
- Precinct 9:** Light purple
- Precinct 10:** Light pink
- Precinct 11:** Light green
- Precinct 12:** Light blue
- Precinct 13:** Light orange
- Precinct 14:** Light yellow

Major highways shown include I-35, I-75, I-10, I-20, and US-75. Neighborhoods labeled include Trinity Hills, Forest, Northaven, Royal, Midway, Lombar, and many others. The map also shows the locations of the four candidates marked with red dots: Louie Gohmert (Precinct 12), Ted Cruz (Precinct 10), Michael Chabon (Precinct 14), and a fourth candidate (Precinct 5).

Map by Transportation GIS, March 2016

May 11, 2016

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 2015 Highway Safety Improvement Program (HSIP) Project to fund the design, upgrade and/or construction of seven traffic signals and associated off system intersection improvements at Frankford Road and Marsh Lane, Cockrell Hill Road and Red Bird Lane, Ferguson Road and Peavy Road, Greenville Avenue and Lovers Lane, Illinois Avenue and Marsalis Avenue, Lake June Road and Prairie Creek Road, and Simpson Stuart Road and Bonnie View Road; and,

WHEREAS, on April 27, 2016, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide traffic signal design services by Resolution No. 16-0648, the portion of the match funding for this project totals \$163,700.00; and,

WHEREAS, the Federal/State portion of the grant is \$1,891,350.24 and the City of Dallas local match is \$ 383,935.94 for a total amount not to exceed \$2,275,286.18; and,

WHEREAS, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$220,235.94 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. 16-0648, previously approved on April 27, 2016, to identify a required local match for design of the traffic signals in the amount of \$163,700.00.

Now, Therefore,

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

May 11, 2016

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 2015 Highway Safety Improvement Program grant to design, upgrade and construct seven traffic signals and associated off system intersection improvements, Agreement numbers CSJ#0918-46-291 (Frankford Road and Marsh Lane), CSJ#0918-47-153 (Cockrell Hill Road and Red Bird Lane), CSJ#0918-47-155 (Ferguson Road and Peavy Road), CSJ#0918-47-157 (Greenville Avenue and Lovers Lane), CSJ#0918-47-160 (Illinois Avenue and Marsalis Avenue), CSJ#0918-47-161 (Lake June Road and Prairie Creek Road), CSJ#0918-47-164 (Simpson Stuart Road and Bonnie View 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. 16-0648, previously approved on April 27, 2016, to identify a required local match for design of the traffic signals in the amount of \$163,700.00.

Section 2. That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT in the amount of \$220,235.94 Vendor #020318, in accordance with the terms and conditions of the agreement from Fund 0001, Dept. STS, Unit 3049, Obj. 4820.

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 Current Funds advanced to TxDOT pertaining to this project into Fund 0001, 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.

AGENDA ITEM # 33

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 65V

SUBJECT

A resolution authorizing the conveyance of approximately 23,010 square feet of land for a public mass transit easement across City-owned land to Dallas Area Rapid Transit, located near the intersection of Camp Wisdom Road and Patrol Way - Revenue: \$25,576

BACKGROUND

This item will authorize the conveyance of approximately 23,010 square feet of land for a public mass transit easement across City-owned land to Dallas Area Rapid Transit (DART), located near the intersection of Camp Wisdom Road and Patrol Way. The public mass transit easement will serve DART's light rail SOC3 line. The purchase price of \$25,576 is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

Revenue: \$25,576

MAP

Attached

A/6896

Patrol Way

Camp Wisdom Road



Legend

 DART Light Rail
Right-of-Way

DALLAS AREA RAPID TRANSIT

SOC3-10R
CITY OF DALLAS

STREET ADDRESS
1999 E. Camp Wisdom Road
Dallas, TX 75241



May 11, 2016

WHEREAS, the City of Dallas is the owner of a tract of land used for South Central Police Station ("Police Station"); and

WHEREAS, Dallas Area Rapid Transit, a regional transportation authority, has requested a Public Mass Transit Easement for it's South Oak Cliff Corridor Blue Line Extension (SOC3) to construct, reconstruct, operate, and perpetually maintain, public transit facilities, including without limitation associated utilities including communication facilities, bridge structures, spans, signs, traffic control devices and any other related facilities or structures that facilitates, support or promote public transit; containing approximately 23,010 square feet, located in Block A/6896, Dallas County, Texas, and located near the intersection of Camp Wisdom Road and Patrol Way and being more fully described in Exhibit A, attached hereto; and

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit Authority (DART) was created as a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, for the purpose of providing public transportation and general transportation services within the DART service area, which includes the City of Dallas, a Texas home rule municipal corporation, and surrounding regions; and

WHEREAS, on February 28, 1990, Dallas City Council Resolution No. 90-0810 approved a Master Interlocal Agreement ("Master ILA") between DART and City regarding DART's system and establishing a cooperative and supportive relationship between DART and City; and the Master ILA has undergone numerous supplementations and amendments over the years as City and DART have sought to address newly arising circumstances, issues, and needs; and

WHEREAS, as a governmental entity having certain powers of eminent domain the bidding provisions of Section 272.001, of the Local Government Code and certain provisions of Section 2-24 of the Dallas City Code do not apply to this conveyance.

Now, Therefore,

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

SECTION 1. That upon receipt of **TWENTY-FIVE THOUSAND, FIVE HUNDRED SEVENTY-SIX AND NO/100 (\$25,576.00) DOLLARS** from Dallas Area Rapid Transit ("DART"), the City Manager or designee is authorized to execute a Public Mass Transit Easement, to be attested by the City Secretary upon approval as to form by the City Attorney for approximately 23,010 square feet of land, Block A/6896, Dallas County, Texas and located near the intersection of Camp Wisdom Road and Patrol Way to DART as **GRANTEE**.

May 11, 2016

SECTION 2. That the Public Mass Transit Easement shall provide that the conveyance to ("**GRANTEE**") is subject to the following:

- (a) **GRANTEE** shall take all reasonable precautions to protect **GRANTOR's** geothermal wells and related facilities from damage or injury due to **GRANTEE's** construction, operation and maintenance related to this easement. In the event of any such damage or injury, **GRANTEE** shall remedy same at its expense, including but not limited to providing temporary HVAC service to the **GRANTOR's** substation.
- (b) **GRANTEE** shall replace any landscaping removed or destroyed by its improvements with landscaping of an appropriate size and variety given the nature of said improvements and otherwise approved by **GRANTOR**. Such landscaping shall belong to **GRANTOR**.
- (c) **GRANTEE** will not interfere with and shall maintain open the three permanent entrances crossing the Property and providing access to Patrol Way.

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

May 11, 2016

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.

APPROVED AS TO FORM:

CHRISTOPHER D. BOWERS, Interim City Attorney

BY 
Assistant City Attorney

EXHIBIT A

DART PARCEL NO. SOC3-10(R)
PROPERTY OF CITY OF DALLAS
LOUIS HORST SURVEY, ABSTRACT NO. 556
CITY OF DALLAS
DALLAS COUNTY, TEXAS

PAGE 1 OF 5
March 5, 2014

BEING a 23,010 square foot (0.5282 acre) tract of land situated in the Louis Horst Survey, Abstract No. 556, in City Block 6896 of the City of Dallas, Dallas County, Texas, and being a portion of that called 10.00 acre tract of land conveyed to the City of Dallas according to the Warranty Deed recorded in Volume 2004227, Page 6458 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), said called 10.00 acre tract being Lot 1, Block A/6896 of Dallas "South Central" Police Station Addition, an addition to the City of Dallas according to the plat thereof recorded in Instrument Number 200600266151, O.P.R.D.C.T., and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with a partially illegible plastic cap stamped "DALLAS" found on the northerly right-of-way line of Camp Wisdom Road, a variable width right-of-way described as a called 11.3926 acre tract and conveyed to the County of Dallas according to the Right-of-Way Deed recorded in Volume 80156, Page 337 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), for the southwest corner of that called 5.00 acre tract of land conveyed to the City of Dallas according to the Warranty Deed With Vendor's Lien recorded in Volume 2004227, Page 6008, D.R.D.C.T.;

THENCE S 87°05'09" E (City of Dallas deed ~ S 86°23'32" E), with said south line of said called 5.00 acre City of Dallas tract and said northerly right-of-way line of Camp Wisdom Road, at a distance of 100.00 feet passing the southeast corner of said called 5.00 acre City of Dallas tract and the southwest corner of said called 10.00 acre City of Dallas tract, from whence a 1/2 inch iron rod found bears S 85°39'05" W, 0.26 feet, and with the southerly line of said called 10.00 acre City of Dallas tract (deed ~ S 86°23'32" E), and continuing with said northerly right-of-way line of Camp Wisdom Road for a total distance of 244.52 feet to a 1/2 inch iron rod with a plastic cap stamped "TX REG NO 100189-00" set for an angle point in said southerly line of said called 10.00 acre City of Dallas tract and said northerly right-of-way line of Camp Wisdom Road;

THENCE S 89°55'38" E (City of Dallas deed ~ S 89°14'12" E), with said southerly line of said called 10.00 acre City of Dallas tract and said northerly right-of-way line of Camp Wisdom Road, 275.12 feet to the POINT OF BEGINNING (unable to monument), same being the beginning of a non-tangent curve to the left having a central angle of 16°06'21", a radius of 2,013.50 feet, a tangent of 284.88 feet and a chord which bears N 02°08'16" E, 564.13 feet;

FIELD NOTES APPROVED:

Doc 4/17/14



EXHIBIT A

DART PARCEL NO. SOC3-10(R)
PROPERTY OF CITY OF DALLAS
LOUIS HORST SURVEY, ABSTRACT NO. 556
CITY OF DALLAS
DALLAS COUNTY, TEXAS

PAGE 2 OF 5
March 5, 2014

THENCE Northerly, along said curve to the left, an arc distance of 566.00 feet to a 1/2 inch iron rod with a plastic cap stamped "TX REG NO 100189-00" set for the point of tangency of said curve;

THENCE N 05°54'55" W, 18.88 feet to an X cut in concrete set for the point of curvature of a tangent curve to the left having a central angle of 14°32'14", a radius of 1,045.00 feet, a tangent of 133.29 feet and a chord which bears N 13°11'02" W, 264.43 feet;

THENCE Northwesterly, along said curve to the left, an arc distance of 265.14 feet to a 1/2 inch iron rod with a plastic cap stamped "TX REG NO 100189-00" set on the south line of that called 104.46 acre tract of land described as Tract II, with an undivided fifty percent conveyed each to 261 CW Springs, Ltd. and Runyon Springs, L.P. according to the Special Warranty Deed With Vendor's Lien recorded in Instrument Number 200600294768, O.P.R.D.C.T., same being the south line of that called 104.46 acre tract of land described as Tract II, with an undivided fifty percent conveyed to 261 CW Springs, Ltd. according to the General Warranty Deed recorded in Instrument Number 20070424941, O.P.R.D.C.T. and the north line of said called 10.00 acre City of Dallas tract;

THENCE S 87°02'47" E (City of Dallas deed ~ N 86°24'13" W), with said south line of said called 104.46 acre 261 CW Springs, Ltd. tract and the north line of said called 10.00 acre City of Dallas tract, 104.67 feet to a 3.25-inch diameter aluminum disk stamped "Magnolia Trace Subdivision Monument Tipton Eng Do Not Disturb" for corner in the east line of said called 10.00 acre City of Dallas tract and west right-of-way line of Patrol Way (a 60' wide right-of-way), same being the west line of that called 1.15 acre tract of land conveyed to the City of Dallas according to the Warranty Deed recorded in Volume 2004227, Page 6452, O.P.R.D.C.T.;

THENCE S 02°52'19" W, departing said south line of said called 104.46 acre 261 CW Springs, Ltd. tract and said north line of said called 10.00 acre City of Dallas tract and with said east line of said called 10.00 acre City of Dallas tract and said west right-of-way line of Patrol Way, 835.67 feet to an X cut in concrete found for the intersection of said west right-of-way line of Patrol Way with said north right-of-way line of Camp Wisdom Road (a variable width right-of-way), same being the southwest corner of said called 1.15 acre City of Dallas tract and the southeast corner of said called 10.00 acre City of Dallas tract;

EXHIBIT A

DART PARCEL NO. SOC3-10(R)
PROPERTY OF CITY OF DALLAS
LOUIS HORST SURVEY, ABSTRACT NO. 556
CITY OF DALLAS
DALLAS COUNTY, TEXAS

PAGE 3 OF 5
March 5, 2014

THENCE N 89°55'38" W (City of Dallas 10.00 acre deed ~ S 89°14'12" E) departing said east line of said called 10.00 acre City of Dallas tract and said west right-of-way line of Patrol Way and with the south line of said called 10.00 acre City of Dallas tract and said north right-of-way line of Camp Wisdom Road, 21.44 feet to the POINT OF BEGINNING and containing 23,010 square feet or 0.5282 acre of land, more or less.

BASIS OF BEARING for this survey is referenced to Texas Department of Transportation survey control monuments R0570089 and R0570029 tied with the Western Data Systems Texas Cooperative Network (www.txrtk.com) and is referenced to NAD83 State Plane Coordinate System, Texas North Central Zone 4202. Stations DUNP-g0811 and DSIA-g081 were utilized as base stations during GPS data collection sessions.

I certify that this property description and attached plat represents a survey made on the ground under my supervision during the months of February and March, 2014.

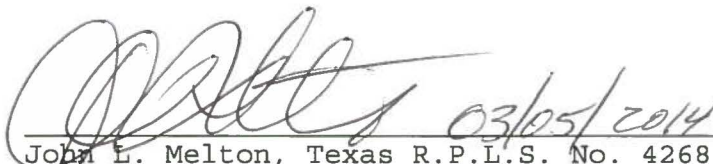

John L. Melton, Texas R.P.L.S. No. 4268
Registered Professional Land Surveyor
Nathan D. Maier Consulting Engineers, Inc.
8080 Park Lane Suite 600
Dallas, Texas 75231
(214) 739-4741



EXHIBIT A



SCALE (IN FEET)

0 25 50 100

LEGEND

- FOUND MONUMENT (AS NOTED)
- 1/2" IRON SET WITH PLASTIC CAP STAMPED "TX REG NO. 100189-00" (EXCEPT AS NOTED)
- CM CONTROLLING MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- 3.25" 3.25" ALUMINUM DISK STAMPED "MAGNOLIA TRACE SUBDIVISION MONUMENT TIPTON ENG DO NOT DISTURB"

MATCH LINE - SEE SHEET 5

MAY BE AFFECTED BY THE FOLLOWING:
1) BLANKET RIGHT-OF-WAY AND EASEMENT TO LONE STAR GAS COMPANY AS RECORDED IN VOLUME 133V, PAGE 425

TXU EASEMENT IN BLOCK 6896
SOUTH CENTRAL POLICE STATION
INST. NO. 200600405866
FILED NOV. 01, 2006

DALLAS CITY BLOCK A/6896

CITY OF DALLAS
VOL. 2004227 PG. 6458
CALLED 10.00 ACRES
FILED NOV. 23, 2004

LOT 1, BLOCK A/6896
DALLAS "SOUTH CENTRAL" POLICE STATION ADDITION
INST. NO. 200600266151
FILED JULY 21, 2006

Δ = 16°08'21" (LT)
R = 2,013.50'
T = 284.88'
L = 586.00'
CH = N 02°08'16" E
584.13'

261 CV SPRINGS, LTD
UNDIVIDED 50% INTEREST
TRACT II
CALLED 104.46 ACRES
INST. NO. 200600294768
FILED AUG. 10, 2006
AND
UNDIVIDED 50% INTEREST
TRACT II
CALLED 104.46 ACRES
INST. NO. 20070424941
FILED NOV. 29, 2007

SOC3-10(R)

CITY OF DALLAS
VOL. 2004227 PG. 6008
CALLED 5.00 ACRES
FILED NOV. 23, 2004

1/2" CM
PARTIALLY ILLEGIBLE
CAP STAMPED "DALLAS"

P.O.C.

S 87°05'09" E 244.52'
(CITY DEED - S 88°23'32" E)

S 89°55'38" E 275.12'
(CITY DEED - S 89°14'12" E)

UNABLE TO MONUMENT

N 89°55'38" W 21.44'
(CITY DEED - S 89°14'12" E)

CAMP WISDOM ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 80156, PAGE 337

PROPERTY DATA

PROPERTY OWNER(S) OF RECORD: CITY OF DALLAS
STREET ADDRESS: 1500 MARILLA STREET, DALLAS, TEXAS 75201
DEED VOLUME: 2004227 PAGE: 6458
BLOCK NUMBER: CITY BLOCK A/6896
SURVEY: LOUIS HORST, ABSTRACT NUMBER 556

AREA SUMMARY

WHOLE PROPERTY: 10.00 Ac
PARCEL AREAS: 0.5282 Ac
FEE: 0.5282 Ac

NDM

NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

8080 PARK LANE STE. 600
DALLAS, TEXAS 75231
Texas Reg. No. 100189-00

DART PROJECT



SCALE AS SHOWN
DRAWN M. BESHEAR
DESIGNED G. MATTHEWS
CHECKED J. MELTON
IN CHARGE J. MELTON
DATE 05 MARCH 2014



CONTRACT

LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SOC-3
PARCEL NUMBER

SOC3-10(R)
SHEET 4 OF 5

DWG No.

SOC3-10(R)

- FOUND MONUMENT (AS NOTED)
- 1/2" IRON SET WITH PLASTIC CAP STAMPED "TX REG NO. 100189-00" (EXCEPT AS NOTED)
- CM CONTROLLING MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- 3.25" 3.25" ALUMINUM DISK STAMPED "MAGNOLIA TRACE SUBDIVISION MONUMENT TIPTON ENG DO NOT DISTURB"
- ALUM. DISK

0 25 50 100



WHOLE PROPERTY: 10.00 Ac
PARCEL AREAS: 0.5282 Ac
FEE: 0.5282 Ac



SCALE	AS SHOWN
DRAWN	M. BESHEAR
DESIGNED	G. MATTHEWS
CHECKED	J. MELTON
IN CHARGE	J. MELTON
DATE	05 MARCH 2014

SOC3-10(R)
SHEET 5 OF 5

CONTRACT	
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DWG No.	SOC3-10(R)
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AGENDA ITEM # 34

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 1, 8

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 54B 66Q

SUBJECT

A resolution **(1)** declaring two properties unwanted and unneeded and authorizing their sale by public auction (list attached); and **(2)** authorizing a Purchase and Sale Agreement to be prepared for each auctioned surplus property receiving the highest qualified bid that is sold absolute - Estimated Revenue: \$310,370

BACKGROUND

This item declares two properties unwanted and unneeded and authorizing their advertisement for sale by public auction. These properties have been routed to City departments and outside agencies to determine whether any had a need for the properties.

Texas Local Government Code Section 253.008 authorizes municipalities to sell real property owned by the municipality at an advertised public auction. Section 272.001 states fair market value may be determined by the highest bid price obtained by a municipality at an advertised auction.

All properties will be advertised for sale by public auction with a reservation of all oil, gas and other minerals in and under the property and a restriction prohibiting the placement of industrialized housing.

Upon receipt of the highest qualified bid sold absolute, a Purchase and Sale Agreement, approved as to form by the City Attorney, will be prepared for the highest bidder. Staff will ensure the highest bidders are qualified to bid and be awarded the properties. All properties will be sold by Deed without Warranty, approved as to form by the City Attorney.

These properties will return to the tax rolls upon conveyance.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

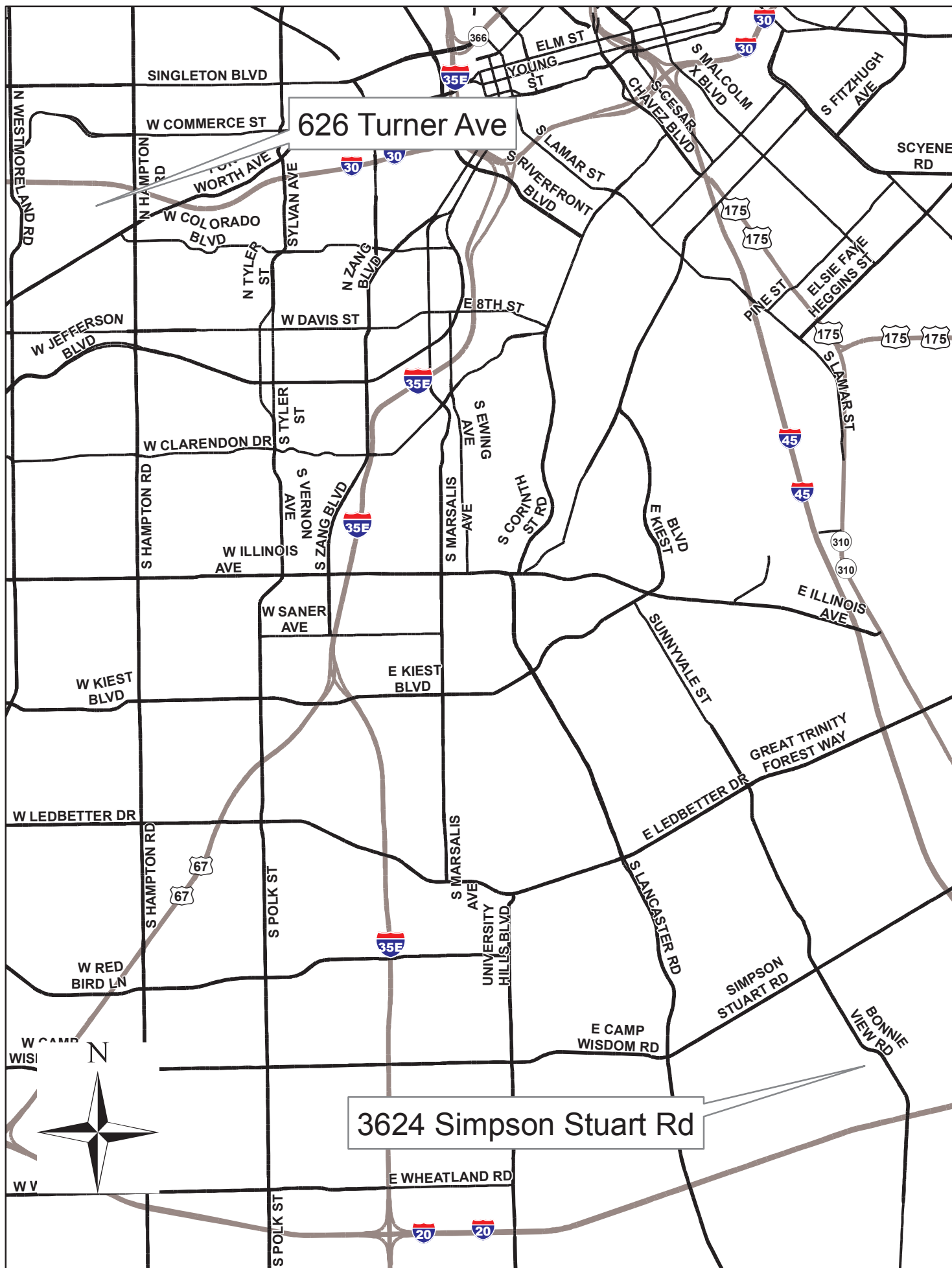
Estimated Revenue: \$310,370

MAP

Attached

Property List

<u>CITY-OWNED PROPERTY</u>		<u>MAPSCO</u>	<u>COUNCIL DISTRICT</u>	<u>SQ. FT. OR ACREAGE</u>	<u>ZONING</u>	<u>DCAD ASSESSED VALUE</u>
IMPROVED PROPERTIES (INCLUDES STRUCTURE)						
1	3624 Simpson Stuart Road (old Highland Hills Library) Block A/6870 Lot 3 Dallas, Dallas County, TX	66Q	8	0.76	MF-2(A)	\$281,450.00
UNIMPROVED LAND						
2	626 Turner Ave between N Polk St and Turner Ave	54B	1	0.11	CD-1	\$28,920.00
						\$310,370.00



May 11, 2016

WHEREAS, the City of Dallas ("City") is the owner of two (2) tracts of land located in City of Dallas, Dallas County, Texas as described on Exhibit "A", attached herein and incorporated by reference, and which are no longer needed for municipal use; and

WHEREAS, said City properties are currently developable and may be disposed of by public auction in accordance with the provisions of Section 2-24.1 of the Dallas City Code, which requires a minimum reserve amount be established, and Sections 253.008 and 272.001 of the Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 2-24.1(e) of the Dallas City Code, the procedures required by Section 2-24.1 of the Dallas City Code that are not required by state law may be waived; and

WHEREAS, the minimum reserve amount provided for in Section 2-24.1(b) of the Dallas City Code is not required for a public auction sale of the properties pursuant to state law, namely Sections 253.008 & 272.001 of the Texas Local Government Code which instead provide that the City may sell its property by public auction without a minimum reserve amount and where the highest bid received reflects the fair market value of the property; and

WHEREAS, pursuant to Section 2-24.1(e) of the Dallas City Code, in accordance with certain procedures, the City recommends the minimum reserve amount requirement of Section 2-24.1(b) of the Dallas City Code be waived and the sale of said City properties be authorized to proceed by public auction pursuant to Section 2-24.1 of the Dallas City Code and Sections 253.008 & 272.001 of the Texas Local Government Code, without a minimum reserve and where the highest bid received reflects the fair market value of the property; and

WHEREAS, on June 22, 2011, City Council approved Resolution No. 11-1651 authorizing a three year contract with Hudson & Marshall, a Real Estate auction firm, this contract was amended by Administrative Action No. 15-7374 to extend an additional 18 months; **Now, Therefore,**

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

SECTION 1. That the City-owned properties listed on Exhibit "A", attached herein and incorporated by reference, are declared unwanted and unneeded by the City Council; that the minimum reserve amount requirement of Section 2-24.1(b) of the Dallas City Code is hereby waived for the sale of these properties; and the properties are to be advertised for sale and sold by public auction pursuant to Section 2-24.1 of the Dallas City Code and Sections 253.008 & Section 272.001 of the Texas Local Government Code, without a minimum reserve and where the highest bid received reflects the fair market value of the property.

May 11, 2016

SECTION 2. That the Director of Sustainable Development and Construction is authorized to advertise the properties listed on Exhibit "A" for sale by public auction and upon conclusion of the advertising period conduct the public auction as authorized herein.

SECTION 3. That the advertisement of the properties shall state:

- a) that the sale shall be by Deed Without Warranty in a form approved by the City Attorney;
- b) that the sale shall be subject to the terms, covenants, conditions, reservations, restrictions and exceptions of this authorizing resolution, including without limitation the following:
 - i) a restriction prohibiting the placement of industrialized housing on the property;
 - ii) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals;
 - iii) any and all visible and apparent easements and encroachments, whether of record or not;
 - iv) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof; and
 - v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes, and assessments being assumed by **GRANTEE**.
- c) that, to the maximum extent allowed by law, the sale shall be strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis;

May 11, 2016

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

May 11, 2016

- (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated.
- e) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 4. That, upon the conclusion of the public auction that has been advertised and conducted pursuant to Section 2-24.1 and state law, as applicable, the highest qualified bid received at such auction for each listed surplus property shall be deemed the sales price and shall be conclusive of the fair market value of such property and shall be accepted by the City.

SECTION 5. That the City Manager or designee is authorized to execute a Purchase and Sales Agreement, approved as to form by the City Attorney, to be entered into with respect to each such surplus property between the City and the highest qualified bidder for such property at such advertised public auction.

SECTION 6. That, upon receipt of the consideration from the highest bidder, the City Manager or designee is authorized to execute a Deed Without Warranty to be attested by the City Secretary, and other miscellaneous closing documents upon approval as to form by the City Attorney.

SECTION 7. That the sale proceeds shall be deposited into the General fund 001, Dept DEV, Bal Sheet 0519, and Department of Sustainable Development and Construction, Real Estate Division shall be reimbursed for the cost of obtaining legal description, appraisal, and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 001, Dept DEV, Unit 1183 Object 5011. Remaining proceeds for 3624 Simpson Stuart Road and 626 Turner Ave shall be transferred to the General Capital Reserve Fund 0625, Dept BMS, Unit 8888, Revenue Source 8118.

SECTION 8. That if a title policy is desired by **GRANTEE**, same shall be at the expense of the **GRANTEE**.

SECTION 9. That the sale shall be subject to standby fees, taxes and assessments, if any by any taxing authority for the year of the closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by **GRANTEE**.

May 11, 2016

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

**APPROVED AS TO FORM:
CHRISTOPHER D. BOWERS
Interim City Attorney**

BY

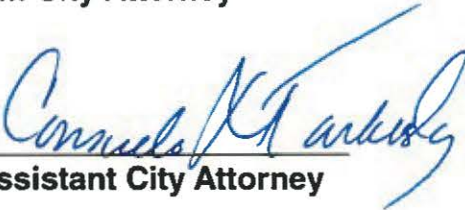

Assistant City Attorney

Exhibit A

<u>CITY-OWNED PROPERTY</u>		<u>MAPSCO</u>	<u>COUNCIL DISTRICT</u>	<u>SQ. FT. OR ACREAGE</u>	<u>ZONING</u>	<u>DCAD ASSESSED VALUE</u>
IMPROVED PROPERTIES (INCLUDES STRUCTURE)						
1	3624 Simpson Stuart Road (old Highland Hills Library) Block A/6870 Lot 3 Dallas, Dallas County, TX	66Q	8	0.76	MF-2(A)	\$281,450.00
UNIMPROVED LAND						
2	626 Turner Ave between N Polk St and Turner Ave	54B	1	0.11	CD-1	\$28,920.00
						\$310,370.00

AGENDA ITEM # 35

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45D

SUBJECT

An ordinance granting a revocable license to Haskell E-Bar, LLC for the use of a total of approximately 243 square feet of aerial space to occupy, maintain and utilize one sign and one awning over and above portions of Haskell Avenue right-of-way, near its intersection with Munger Avenue - Revenue: \$1,000 annually and \$100 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a revocable license to Haskell E-Bar, LLC for the use of a total of approximately 243 square feet of aerial space to occupy, maintain and utilize one sign and one awning over and above portions of Haskell Avenue right-of-way, near its intersection with Munger Avenue. The use of this area will not impede pedestrian or vehicular traffic.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

Revenue: \$1,000 annually and \$100 one-time fee, plus the \$20 ordinance publication fee

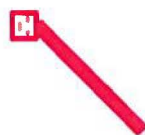
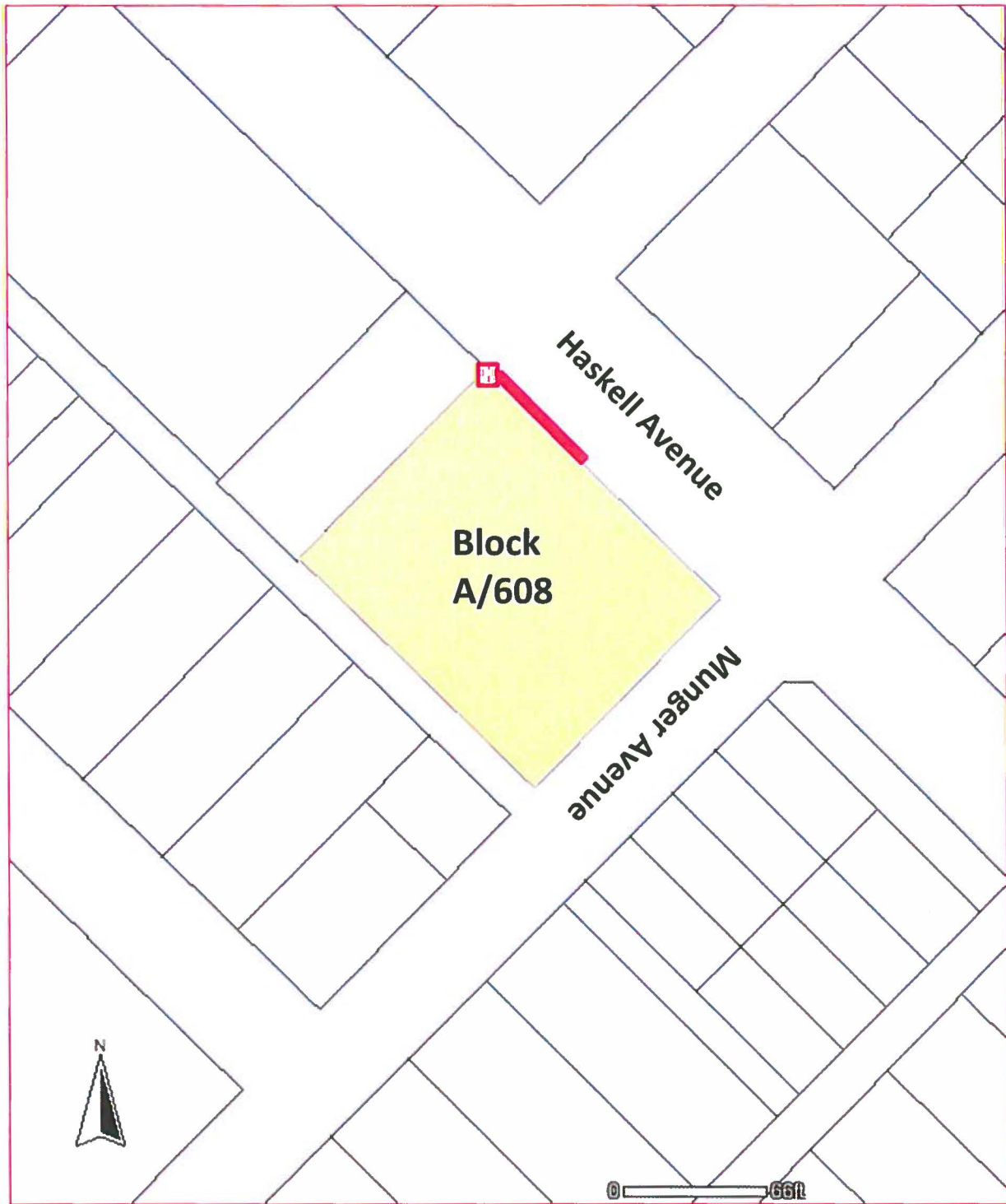
OWNER

Haskell E-Bar, LLC

Michael E. Montgomery, President

MAP

Attached



LICENSING AREA

ORDINANCE NO. _____

An ordinance granting a revocable license to Haskell E-Bar, LLC to occupy, maintain and utilize portions of aerial space over and above Haskell Avenue right-of-way located near its intersection with Munger Avenue adjacent to City Block A/608 within the limits hereinafter more fully described, for the purpose of installing one premise sign with lettering and one awning; providing for the terms and conditions of this license; providing for the annual compensation to be paid to the City of Dallas for the premise sign; providing for an additional one-time fee compensation to be paid to the City of Dallas for the awning; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

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

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

SECTION 2. That this license is granted for a term of three (3) years and eight (8) months, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** annually for the license herein granted for the premise sign, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** shall become due and payable upon the final passage of this ordinance and shall cover the consideration for 2016.

In addition, **GRANTEE** shall pay to the City of Dallas a one-time fee in the sum of **ONE HUNDRED AND NO/100 (\$100.00) DOLLARS** for the license herein granted for the awning, said sum to become due and payable upon the final passage of this ordinance and shall cover the consideration for the awning for the license term. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee and the one-time fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in Fund 0001, Department DEV, Unit 1181, Revenue Source 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: to occupy, maintain and utilize one premise sign with lettering and one awning.

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

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right to terminate and cancel this license, at will, by Resolution passed by said Governing Body. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts.

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

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

- a) **GRANTEE** shall maintain a minimum of 13 feet of clear space beneath the premise sign.
- b) **GRANTEE** acknowledges that Time Warner Cable has aerial facilities within the proposed license right-of-way and reserves the right to have access to any applicable utility easements for the purpose of future construction or maintenance. **GRANTEE** shall be responsible for the relocation/removal of any structure interfering with access to these easements, if necessary. **GRANTEE** shall call 1-800-344-8377 to have facilities marked and located within affected easements before any excavations begin.

SECTION 8. That the license granted hereby shall not become effective until and unless **GRANTEE** files a final acceptance, in writing, to the terms and conditions of this ordinance with the Director of Department of Sustainable Development and Construction and said written acceptance shall be forwarded to the City Secretary of the City of Dallas.

In the event said written final acceptance is not filed within six (6) months after the passage of this ordinance as provided for herein, then the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 9. That upon receipt of **GRANTEE's** final written acceptance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 10. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 11. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee for the year 2016, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

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

APPROVED AS TO FORM:
CHRISTOPHER D. BOWERS
Interim City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

LICENSE AGREEMENT
HASKELL AVENUE
ADJACENT TO LOT 18A, BLOCK A/608 OF
MUNGER HASKELL ADDITION,
CITY OF DALLAS, DALLAS COUNTY, TEXAS.

EXHIBIT A

BEING 3 square feet of land in Haskell Avenue (a 65' R.O.W. — as shown on City of Dallas Council Alignment Map No. 221D-017), adjacent to Lot 18A, Block A/608 of MUNGER HASKELL ADDITION, an addition to the City of Dallas, Dallas County, Texas, recorded in Instrument Number 201300036592 of the Official Public Records of Dallas County, Texas, situated in the John Grigsby Survey, Abstract Number 495, and being adjacent to that same tract of land described in Foreclosure Sale Deed to Montgomery Petroleum, Inc., recorded in Instrument Number 201000082965 of the Official Public Records of Dallas County, Texas, and said tract being more particularly described as follows:

BEGINNING at a cross cut set in the southwest R.O.W. line of Haskell Avenue and in the northeast line of the above mentioned Montgomery Petroleum, Inc. property; said point being N 45°00'00" W, 57.80' from a found 3" aluminum disk stamped "HASKELL MUNGER" (controlling monument) at the present intersection of the southwest line of Haskell Avenue with the northwest R.O.W. line of Munger Avenue (a 50' R.O.W.);

THENCE N 45°00'00" W, 1.00' along the southwest line of Haskell Avenue and the northeast line of the said Montgomery Petroleum, Inc. property to a cross cut set for corner;

THENCE N 45°00'00" E, 3.00' over and across Haskell Avenue to a cross cut set for corner;

THENCE S 45°00'00" E, 1.00' over and across Haskell Avenue to a cross cut set for corner;

THENCE S 45°00'00" W, 3.00' over and across Haskell Avenue to the Point of Beginning and containing 3 square feet or 0.0001 acres of land.



10/26/2015

Scott Davis, Registered Professional Land Surveyor No. 5111



(FOR SPRG USE ONLY)

REVIEWED BY: 

DATE: 11/5/15

SPRG. NO. 3503

THE BASIS OF BEARINGS IS THE SOUTHWEST R.O.W. LINE
OF HASKELL AVENUE, N 45°00'00" W, AS SHOWN ON
PLAT RECORDED IN INST. NO. 201300036592 O.P.R.D.C.T.

DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105 dlsco@sbcglobal.net
DALLAS, TEXAS 75228 214-321-0569

PAGE 1 OF 3

REV. 10/24/15

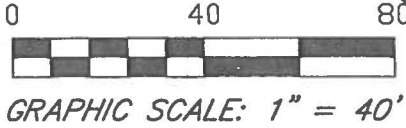
DATE: 10/8/15

JOB NO. 15092

LEGEND

R.O.W. RIGHT-OF-WAY
 (CM) CONTROLLING MONUMENT
 D.R.D.C.T. DEED RECORDS,
 DALLAS COUNTY, TEXAS
 M.R.D.C.T. MAP RECORDS,
 DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. OFFICIAL PUBLIC
 RECORDS, DALLAS COUNTY, TEXAS
 INST. INSTRUMENT
 POB POINT OF BEGINNING
 NO. NUMBER
 FD. FOUND
 I.R. IRON ROD
 A/DISK 3" ALUMINUM DISK
 STAMPED
 "MUNGER HASKELL"
 CC CUT CROSS SET
 SQ. SQUARE
 FT. FEET
 BLDG. BUILDING

LICENSE AGREEMENT
 HASKELL AVENUE
 ADJACENT TO LOT 18A, BLOCK A/608 OF
 MUNGER HASKELL ADDITION,
 CITY OF DALLAS, DALLAS COUNTY, TEXAS.



DELANO
 PLACE
 (A 50' R.O.W.)

JOHN GRIGSBY SURVEY, ABSTRACT NO. 495

LOT 14, BLOCK B/657
 HASKELL PLACE ADDITION
 VOL. 1, PG. 336 M.R.D.C.T.

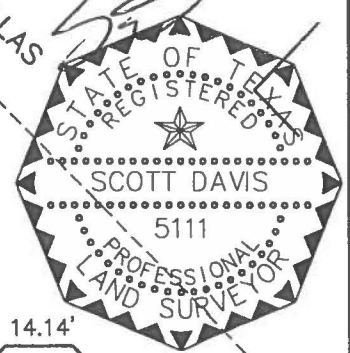
LOT 17, BLOCK A/608
 MAYO'S ADDITION
 VOL. 181, PG. 534 M.R.D.C.T.

LOT 18A, BLOCK A/608
 MUNGER HASKELL ADDITION
 INST. NO. 201300036592
 O.P.R.D.C.T.

MONTGOMERY PETROLEUM, INC.
 INST. NO. 201000082965 O.P.R.D.C.T.

LOT 8
 LOT 9
 LOT 10
 LOT 17, BLOCK A/608
 MAYO'S ADDITION
 VOL. 181, PG. 534 M.R.D.C.T.

MUNGER AVENUE
 (A 50' R.O.W.)
 (VOL. 181, PG. 534 M.R.D.C.T.)



(FOR SPRG USE ONLY)

REVIEWED BY: CSH
 DATE: 11/5/15
 SPRG. NO. 3503

DAVIS LAND SURVEYING CO., INC.
 9777 FERGUSON ROAD, SUITE 105 dlsco@sbcglobal.net
 DALLAS, TEXAS 75228 214-321-0569

PAGE 2 OF 3

REV. 10/24/15

DATE: 10/8/15

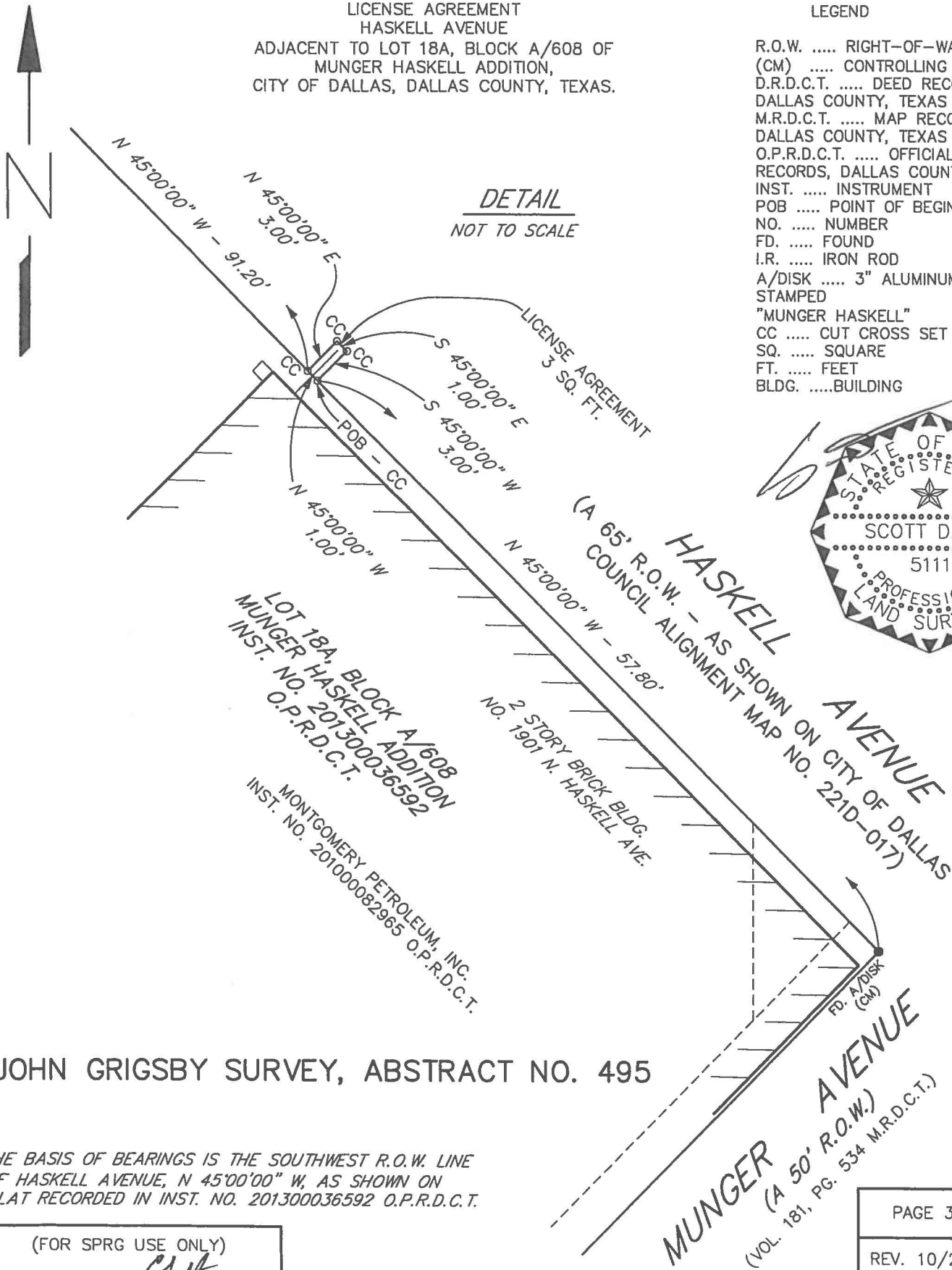
JOB NO. 15092

LICENSE AGREEMENT
HASKELL AVENUE
ADJACENT TO LOT 18A, BLOCK A/608 OF
MUNGER HASKELL ADDITION,
CITY OF DALLAS, DALLAS COUNTY, TEXAS.

LEGEND

R.O.W. RIGHT-OF-WAY
(CM) CONTROLLING MONUMENT
D.R.D.C.T. DEED RECORDS,
DALLAS COUNTY, TEXAS
M.R.D.C.T. MAP RECORDS,
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O.P.R.D.C.T. OFFICIAL PUBLIC
RECORDS, DALLAS COUNTY, TEXAS
INST. INSTRUMENT
POB POINT OF BEGINNING
NO. NUMBER
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STAMPED
"MUNGER HASKELL"
CC CUT CROSS SET
SQ. SQUARE
FT. FEET
BLDG. BUILDING

DETAIL
NOT TO SCALE



JOHN GRIGSBY SURVEY, ABSTRACT NO. 495

THE BASIS OF BEARINGS IS THE SOUTHWEST R.O.W. LINE
OF HASKELL AVENUE, N 45°00'00" W, AS SHOWN ON
PLAT RECORDED IN INST. NO. 201300036592 O.P.R.D.C.T.

(FOR SPRG USE ONLY)

REVIEWED BY: CJT
DATE: 11/5/15
SPRG. NO. 3503

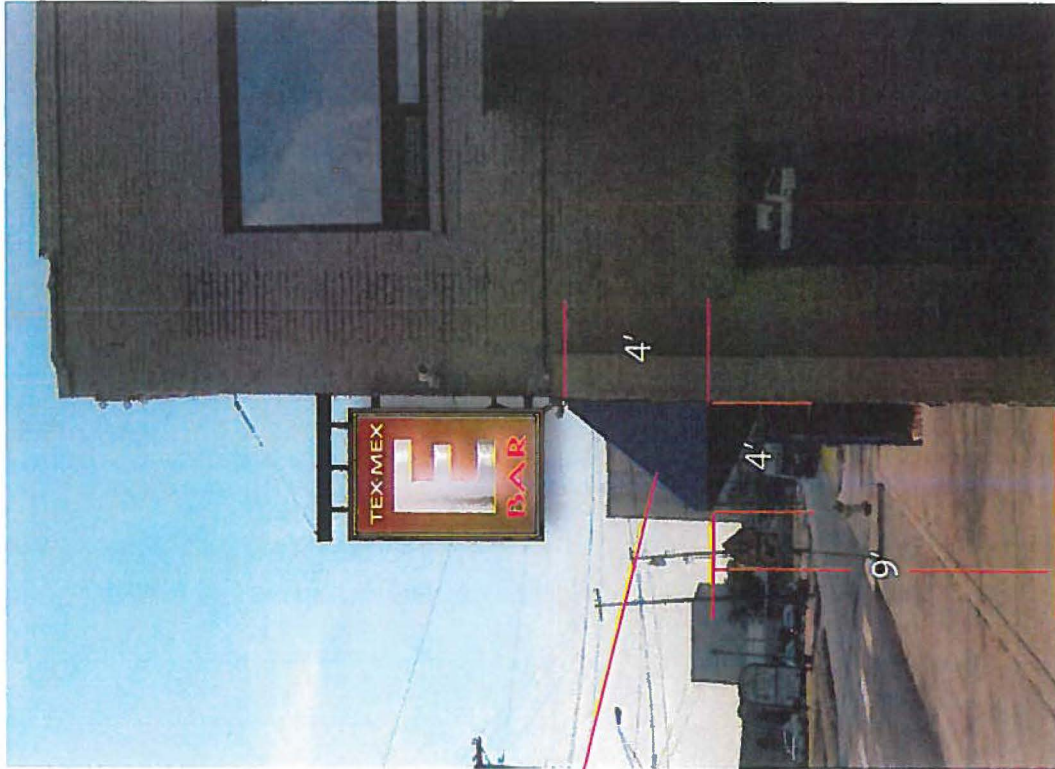
DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105 dlsct@sbglobal.net
DALLAS, TEXAS 75228 214-321-0569

PAGE 3 OF 3

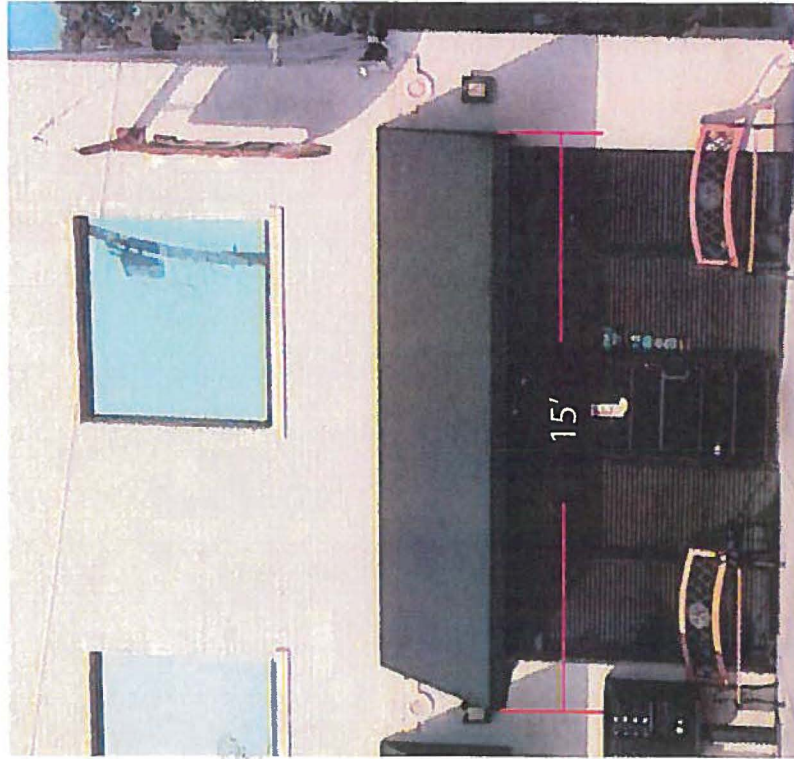
REV. 10/24/15

DATE: 10/8/15

JOB NO. 15092



Awning Projects 4'
Out Over Sidewalk.



Benches have been removed

**B&B SIGN
SYSTEM**
2401 HICKORY STREET
DALLAS, TEXAS 75215
214.421.9146
FAX: 214.421.9144

LANDLORD APPROVAL

The undersigned consents to the installation and maintenance of this sign on my property in accordance with the agreement between B&B Sign System and my TENANT(S) and any extensions, renewals, or modifications thereof.

Owner of Property or Authorized Agent

DATE

DESIGN, SPECIFICATIONS & COLOR APPROVALS

This drawing is the property of B&B Sign System and all rights to it's use for reproduction are reserved by B&B Sign System

Customer:

SCALE:

DATE

CLIENT:

Ebar

DATE: 08/05/15

ADDRESS: 1901 N. Haskell Ave. #120

DESTINATION: Dallas, TX 75204

SALESMAN: Bert Wells

DESIGNER:

DESIGN#:

REVISION#:

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

AGENDA ITEM # 36

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 35W

SUBJECT

An ordinance granting a private license to South Tollway 3920, L.P. for the use of a total of approximately 3,116 square feet of land to occupy, maintain and utilize six street lights on portions of Maple Avenue right-of-way, near its intersection with Throckmorton Street - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to South Tollway 3920, L.P. for the use of a total of approximately 3,116 square feet of land to occupy, maintain and utilize six street lights on portions of Maple Avenue right-of-way, near its intersection with Throckmorton Street. The use of this area will not impede pedestrian or vehicular traffic.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee

OWNER

South Tollway 3920, L.P.

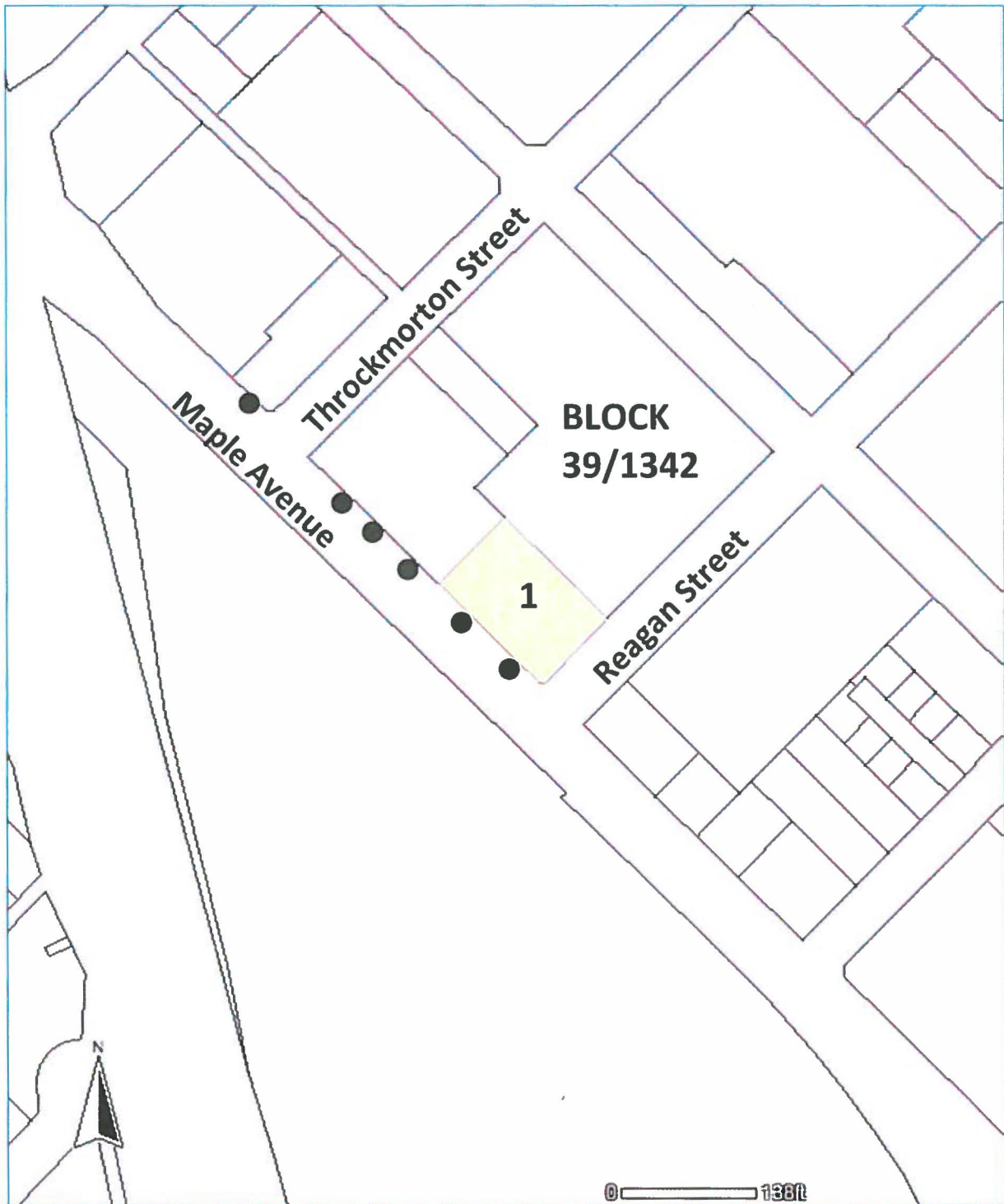
South Tollway Properties GP, L.L.C.

Crow Family, Inc.

M. Kevin Bryant, Vice President

MAP

Attached



● LICENSING AREA

ORDINANCE NO. _____

An ordinance granting a private license to South Tollway 3920, L.P. to occupy, maintain and utilize portions of Maple Avenue right-of-way located near its intersection with Throckmorton Street adjacent to City Blocks 39/1342 and 2/2058 within the limits hereinafter more fully described, for the purpose of installing and maintaining streetscape improvements consisting of six (6) street lights; providing for the terms and conditions of this license; providing for the one-time fee to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

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

SECTION 1. That a private license, hereinafter referred to as "license", subject to the restrictions and conditions of this ordinance, is hereby granted to South Tollway 3920, L.P., a Texas limited partnership, its successors and assigns, hereinafter referred to as "**GRANTEE**", to occupy, maintain and utilize for the purpose set out hereinbelow the tracts of land described in Exhibit A, hereinafter referred to as "licensed area" which is attached hereto and made a part hereof.

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

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time fee in the sum of **SIX HUNDRED AND NO/100 (\$600.00) DOLLARS**, said sum to become due and payable upon the final passage of this ordinance and shall cover the consideration for the license term. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated one-time fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license.

All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in Fund 0001, Department DEV, Unit 1181, Revenue Source 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: installation and maintenance of streetscape improvements consisting of six (6) street lights.

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

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

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

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

- a) **GRANTEE** shall ensure all water and wastewater improvements require a Dallas Water Utility review and permit.
- b) **GRANTEE** shall obtain a right-a-way permit for all work.
- c) **GRANTEE** acknowledges that Oncor has existing overhead facilities within Maple Avenue right-of-way. **GRANTEE** should exercise care during the installation of the street lights to avoid contact with the said facilities.
- d) **GRANTEE** acknowledges that Atmos has active facilities within the right-of-way of Maple Avenue; and **GRANTEE** agrees it will at its expense relocate Atmos facilities if needed for redevelopment of the license area.
- e) **GRANTEE** acknowledges that Time Warner Cable has aerial and underground facilities within Maple Avenue right-of-way and reserves the right to have access to any applicable utility easements. **GRANTEE** shall call 1-800-344-8377 to have facilities marked and located within affected easements before any excavations begin.
- f) **GRANTEE** acknowledges that AT&T has a 4-way duct bank that runs parallel to the proposed street light locations. Location and depth of this duct bank will need to be identified by the **GRANTEE** prior to work beginning. AT&T also has overhead plant that runs parallel to the proposed street light locations. If it is found that AT&T's duct bank or overhead plant is in conflict, then **GRANTEE** agrees it will be responsible for all costs to relocate AT&T's facilities.

SECTION 8. That the license granted hereby shall not become effective until and unless **GRANTEE** files a final acceptance, in writing, to the terms and conditions of this ordinance with the Director of Department of Sustainable Development and Construction and said written acceptance shall be forwarded to the City Secretary of the City of Dallas. In the event said written final acceptance is not filed within six (6) months after the passage of this ordinance as provided for herein, then the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 9. That upon receipt of **GRANTEE's** final written acceptance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 10. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 11. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Record of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the one-time license fee pursuant to Section 3 of this Ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 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, and it is accordingly so ordained.

APPROVED AS TO FORM:
CHRISTOPHER D. BOWERS
Interim City Attorney

BY


Assistant City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY


Assistant Director

Passed _____.

LICENSE AGREEMENT

MAPLE AVENUE
Adjacent to BLOCK 39/1342
James A. Sylvester Survey, Abstract No. 1383
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 1

BEING a 2,689 square foot tract of land situated in the James A. Sylvester Survey, Abstract No. 1383, City of Dallas, Dallas County, Texas, being adjacent to Lot 1, Block 39/1342 of Ashmore Subdivision, an addition to the City of Dallas, as recorded in Volume 2001138, Page 79, Deed Records, Dallas County, Texas (D.R.D.C.T.), also conveyed to South Tollway 3920, L.P. by Special Warranty Deed recorded in Instrument Number 201000237979 of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), also being adjacent to the remainder of the P.B. Yeargan's Addition, Volume 1, Page 146 of the Map Records, Dallas County, Texas (M.R.D.C.T.) and that tract of land conveyed to South Tollway 3920, L.P. by General Warranty Deed recorded in Instrument Number 201000146289 (O.P.R.D.C.T.), being part of Maple Avenue created by said P.B. Yeargan's Addition and being more particularly described as follows:

BEGINNING at a "X" in concrete found at the intersection of the northeast right-of-way line of Maple Avenue (variable width R.O.W.) and the southeast right-of-way line of Throckmorton Street (called 60', measured 55' width R.O.W.), same being the West corner of said South Tollway 3920, L.P. (201000146289) tract;

THENCE S45°35'30"E, along the northeast line of said Maple Avenue, a distance of 181.42 feet to a pk nail with washer stamped "BDD" set for the South corner of said South Tollway 3920, L.P. (201000146289) tract, same being the West corner of said Lot 1, Block 39/1342;

THENCE S45°37'50"E, continuing along the northeast line of said Maple Avenue, passing at a distance of 150.09 feet a "X" in concrete found at the South corner of said Lot 1, Block 39/1342, continuing a total distance of 158.68 feet to a pk nail with washer stamped "BDD" set for corner at the beginning of a non-tangent curve to the right;

THENCE, over and across said Maple Avenue, the following courses and distances:

Along said non-tangent curve to the right, through a central angle of 53°57'23", an arc distance of 18.32 feet, having a radius of 19.45 feet, and a chord bearing and distance of N73°09'18"W, 17.65 feet to a pk nail with washer stamped "BDD" set for corner;

N45°34'19"W, a distance of 305.28 feet to a pk nail with washer stamped "BDD" set for corner and the beginning of a tangent curve to the right;

Along said tangent curve to the right, through a central angle of 44°28'12", an arc distance of 27.51 feet, having a radius of 35.44 feet, and a chord bearing and distance of N28°20'43"W, 26.82 feet to a pk nail with washer stamped "BDD" set for corner;

S45°35'30"E, a distance of 6.44 feet to the POINT OF BEGINNING and containing 2,689 square feet or 0.062 acres of land, more or less.

(For SPRG use only)

Reviewed by: JS
Date: 10.30.2015
SPRG NO.: 3439

BROCKETTE · DAVIS · DRAKE, Inc.
consulting engineers

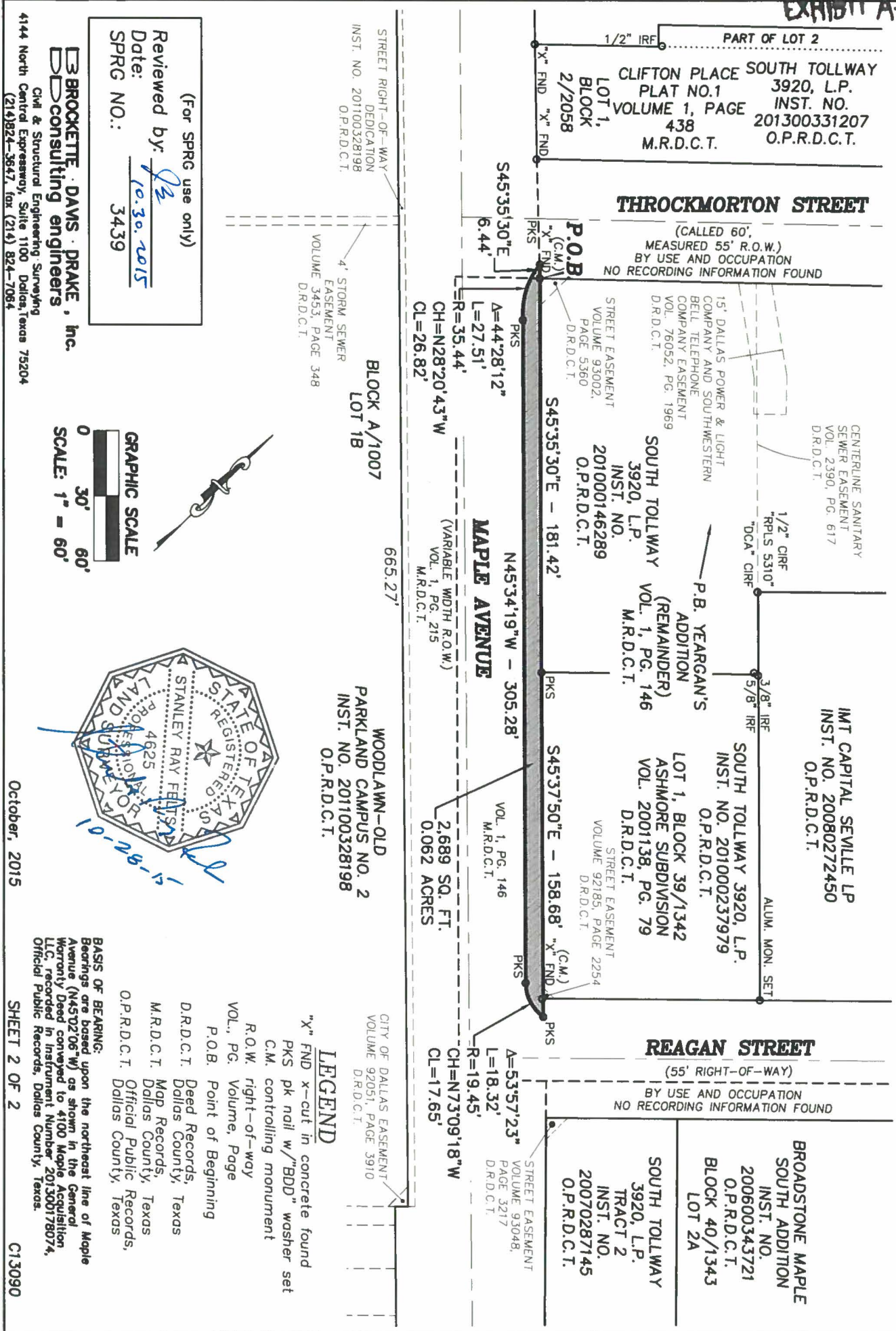
Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214) 824-3647, fax (214) 824-7064



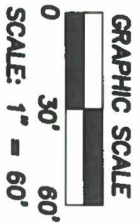
BASIS OF BEARING:
Bearings are based upon the northeast line of Maple Avenue (N45°02'06"W) as shown in the General Warranty Deed conveyed to 4100 Maple Acquisition LLC, recorded in Instrument Number 201300178074, Official Public Records, Dallas County, Texas.

LICENSE AGREEMENT

MAPLE AVENUE
Adjacent to BLOCK 39/1342
James A. Sylvester Survey, Abstract No. 1383
City of Dallas, Dallas County, Texas



(For SPRG use only)
Reviewed by: [Signature]
Date: 10.30.2015
SPRG NO.: 3439



4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214)824-3647, fax (214) 824-7064

BROCKETTE, DAVIS, PRAKE, Inc.
Civil & Structural Engineering Surveying
consulting engineers

October, 2015

SHEET 2 OF 2

C13090

LEGEND

- "X" FND x-cut in concrete found
- PKS pk nail w/"BDD" washer set
- C.M. controlling monument
- R.O.W. right-of-way
- VOL., PG. Volume, Page
- P.O.B. Point of Beginning
- D.R.D.C.T. Deed Records, Dallas County, Texas
- M.R.D.C.T. Map Records, Dallas County, Texas
- O.P.R.D.C.T. Official Public Records, Dallas County, Texas

BASIS OF BEARING:
Bearings are based upon the northeast line of Maple Avenue (N45°02'06"W) as shown in the General Warranty Deed conveyed to 4100 Maple Acquisition LLC, recorded in Instrument Number 201300178074, Official Public Records, Dallas County, Texas.

LICENSE AGREEMENT

MAPLE AVENUE

Adjacent to LOT 1, BLOCK 2/2058
James A. Sylvester Survey, Abstract No. 1383
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 2

BEING a 427 square foot tract of land situated in the James A. Sylvester Survey, Abstract Number 1383, City of Dallas, Dallas County, Texas, being adjacent to Lot 1, Block 2/2058 of Clifton Place Plat No. 1 as recorded in Volume 1, Page 438, Map Records, Dallas County, Texas (M.R.D.C.T.), also being adjacent to that tract of land conveyed to South Tollway 3920, L.P. by Deed of Confirmation recorded in Instrument Number 201300331207 of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), being part of Maple Avenue created by Volume 1, Page 215 (M.R.D.C.T.) and being more particularly described as follows:

Beginning at a 3-1/2 inch aluminum monument stamped "MAPLE RETAIL ADDITION NO. 1" and "BDD" found for corner in the northeast right-of-way line of Maple Avenue (variable width R.O.W.), same being the most southerly southwest corner of Lot 2A, Block 2/2058 of the AP Addition, an addition to the City of Dallas, recorded by Final Plat in Instrument Number 201100066486, (O.P.R.D.C.T.);

THENCE S45°02'06"E, along the northeast line of said Maple Avenue, a distance of 53.00 feet to a "x" cut in concrete found for the South corner of said Lot 1, Block 2/2058, at the intersection of the northeast line of said Maple Avenue and the northwest right-of-way line of Throckmorton Street (called 60', measured 55' width R.O.W.);

THENCE S45°42'45"E, departing the intersection of the northeast line of said Maple Avenue and the northwest line of said Throckmorton Street, a distance of 9.60 feet to a pk nail with washer stamped "BDD" set for corner at the beginning of a non-tangent curve to the right;

THENCE, over and across aforesaid Maple Avenue, the following courses and distances:

Along said non-tangent curve to the right, through a central angle of 66°24'51", an arc distance of 19.54 feet, having a radius of 16.86 feet, and a chord bearing and distance of N69°09'26"W, 18.47 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner;

N 44°29'06" W, a distance of 45.77 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner;

N 45°08'14" E, a distance of 6.99 feet to the POINT OF BEGINNING and containing 427 square feet or 0.010 acres of land, more or less.



(For SPRG use only)

Reviewed by: [Signature]
Date: 10-30-2015
SPRG NO.: 3440

B BROCKETTE · DAVIS · DRAKE , inc.
DD consulting engineers

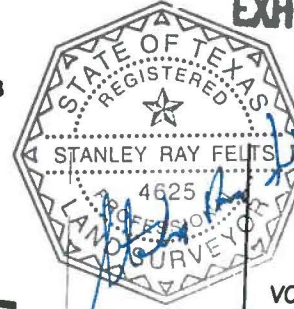
Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214) 824-3647, fax (214) 824-7064

BASIS OF BEARING:
Bearings are based upon the northeast line of Maple Avenue (N45°02'06"W) as shown in the General Warranty Deed conveyed to 4100 Maple Acquisition LLC, recorded in Instrument Number 201300178074, Official Public Records, Dallas County, Texas.

LICENSE AGREEMENT

MAPLE AVENUE
Adjacent to LOT 1, BLOCK 2/2058
James A Sylvester Survey, Abstract No. 1383
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 2



P. B. YEARGAN'S
ADDITION
(REMAINDER)
VOLUME 1, PAGE 146
M.R.D.C.T.

THROCKMORTON STREET

(CALLED 60',
MEASURED 55' R.O.W.)
BY USE AND OCCUPATION
NO RECORDING INFORMATION FOUND

191.20'

15' DALLAS POWER & LIGHT
COMPANY AND SOUTHWESTERN
BELL TELEPHONE
COMPANY EASEMENT
VOL. 76052, PG. 1969
D.R.D.C.T.

BLOCK 39/1342

SOUTH TOLLWAY 3920,
L.P.
INST. NO. 201000146289
O.P.R.D.C.T.

STREET EASEMENT
VOL. 93002, PG. 5360
D.R.D.C.T.

VOL. 1, PG. 146
M.R.D.C.T.

LEGEND

"X" FND x-cut in concrete found
3-1/2" aluminum monument
ALUM. MON. stamped "MAPLE RETAIL
ADDITION NO. 1" & "BDD" found
PKS pk nail w/washer
stamped "BDD" set
"BDD" CIRS "BDD" capped 5/8" iron rod set
C.M. controlling monument
R.O.W. right-of-way
VOL., PG. Volume, Page
P.O.B. Point of Beginning
D.R.D.C.T. Deed Records,
Dallas County, Texas

BASIS OF BEARING:

Bearings are based upon the northeast line of Maple
Avenue (N45°02'06"W) as shown in the General
Warranty Deed conveyed to 4100 Maple Acquisition
LLC, recorded in Instrument Number 201300178074,
Official Public Records, Dallas County, Texas.

GRAPHIC SCALE

0 15' 30'
SCALE: 1" = 30'

PRIVATE DRAINAGE
EASEMENT
INST. NO. 201000315171
O.P.R.D.C.T.

BLOCK 2/2058
LOT 2A

PART OF LOT 2

SOUTH TOLLWAY
3920, L.P.
INST. NO. 201300331207
O.P.R.D.C.T.

CLIFTON PLACE
PLAT NO. 1
VOLUME 1, PAGE 438
M.R.D.C.T.

LOT 1

BLOCK 2/2058

ALUM. MON.

ALUM. MON.

AP ADDITION
INST. NO. 201100066486
O.P.R.D.C.T.

(C.M.)

P.O.B.

102.00' ALUM. MON.

N45°08'14"E

6.99' "BDD" CIRS

427 SQ. FT.
0.010 ACRES

S45°02'06"E
53.00'

(C.M.)

"X" FND

N44°29'06"W
45.77'

S45°42'45"E
9.60'

PKS

Δ=66°24'51"

L=19.54'

R=16.86'

CH=N69°09'26"W

CL=18.47'

MAPLE AVENUE

(VARIABLE WIDTH R.O.W.)

VOL. 1, PG. 215

M.R.D.C.T.

STREET RIGHT-OF-WAY DEDICATION
INST. NO. 201100328198
O.P.R.D.C.T.

665.27'

BLOCK A/1007
LOT 1B

WOODLAWN-OLD
PARKLAND CAMPUS NO. 2
INST. NO. 201100328198
O.P.R.D.C.T.

4' STORM SEWER
EASEMENT
VOLUME 3453, PAGE 348
D.R.D.C.T.

(For SPRG use only)

Reviewed by: [Signature]
Date: 10-30-2015
SPRG NO.: 3440

B BROCKETTE · DAMS · DRAKE, Inc.
DD consulting engineers

Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214) 824-3647, fax (214) 824-7064

OCTOBER, 2015

SHEET 2 OF 2

C13090

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

AGENDA ITEM # 37

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: May 11, 2016
COUNCIL DISTRICT(S): 7
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 48B

SUBJECT

An ordinance abandoning a portion of a water and sanitary sewer easement to MSL Management, LLC, the abutting owner, containing approximately 4,350 square feet of land, located near the intersection of Dildo and John West Roads - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a water and sanitary sewer easement to MSL Management, LLC, the abutting owner. The area will be included with the property of the abutting owner for the new construction of a skilled nursing and assisted living facility. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

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

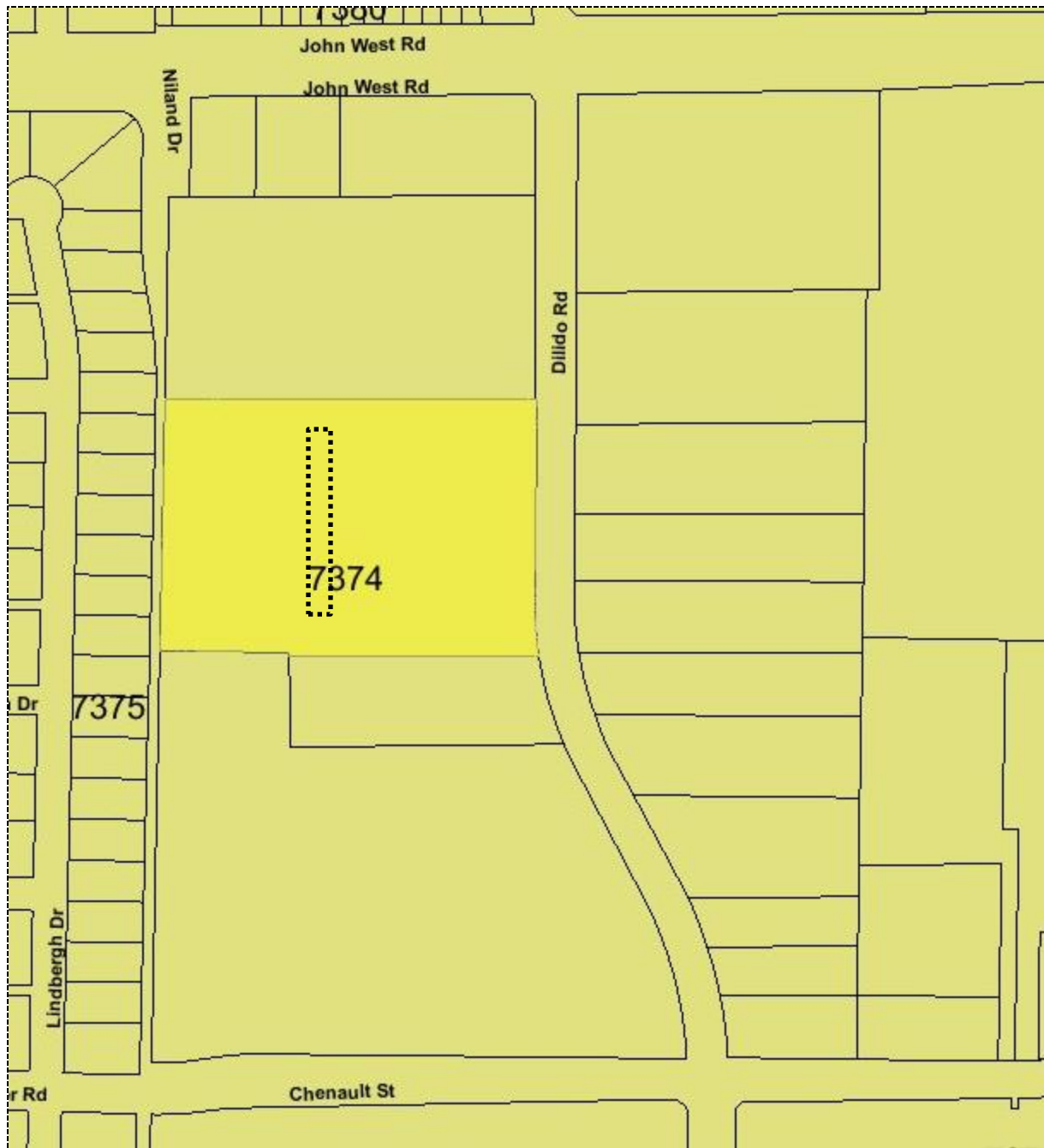
OWNER

MSL Management, LLC

Parampottil Issac, Managing Member

MAP


Attached



Log #: 42299

Applicant: MSL Management, LLC

Mapsc0: 48B

Abandonment: 

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a water and sanitary sewer easement, located in City Block 7374 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to MSL Management, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. 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:
CHRISTOPHER D. BOWERS
Interim City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed _____.

**PARTIAL WATER AND SANITARY SEWER EASEMENT ABANDONMENT
OUT OF LOT 3A, BLOCK 7374, QUBE CABLE ADDITION
WILLIAM CHENAULT SURVEY, ABSTRACT NO. 276
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

Being a 4,350 square foot portion of land situated in the William Chenault Survey, Abstract No. 276 and out of Lot 3-A, Block 7374 of Qube Cable Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 84198, Page 4617, Deed Records, Dallas County, Texas, said 4,350 square foot tract being part of that water and sanitary sewer easement created by that Document recorded in Volume 87094, Page 3350, Deed Records, Dallas County, Texas, and being part of the same tract of land conveyed to MSL Management, LLC, by Deed recorded in Instrument No. 201500089520, Official Public Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner lying in the West right-of-way line of Dilido Road (62 foot right-of-way) at the Southeast corner of Lot 4, Block 7374 of The 12 Oaks Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 87170, Page 2528, Deed Records, Dallas County, Texas, said corner also being the Northeast corner of said Lot 3-A, Block 7374;

THENCE South 89 degrees 14 minutes 25 seconds West, along the South line of said Lot 4, Block 7374, a distance of 291.53 feet to a point for corner;

THENCE South 01 degrees 07 minutes 35 seconds West, over and across said Lot 3-A, Block 7374, a distance of 37.51 feet to the POINT OF BEGINNING;

THENCE over and across said Lot 3-A, Block 7374, the following bearings and distances:

South 01 degrees 07 minutes 35 seconds West, a distance of 290.23 feet to a point for corner;

North 88 degrees 59 minutes 07 seconds West, a distance of 15.00 feet to a point for corner;

North 01 degrees 07 minutes 35 seconds East, a distance of 289.76 feet to a point for corner;

North 89 degrees 14 minutes 19 seconds East, a distance of 15.01 feet to the POINT OF BEGINNING and containing 4,350 square feet or 0.099 acre of land.

Bearings are based on the West line of Qube Cable Addition recorded in Volume 84198, Page 4617, Deed Records, Dallas County, Texas. (N 02°03'58" E)

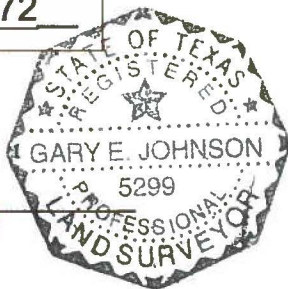
(For SPRG use only)

Reviewed by: JD

Date: 11/13/2015

SPRG NO.: 3472


Gary E. Johnson, R.P.L.S.# 5299
Dated: 10/12/2015



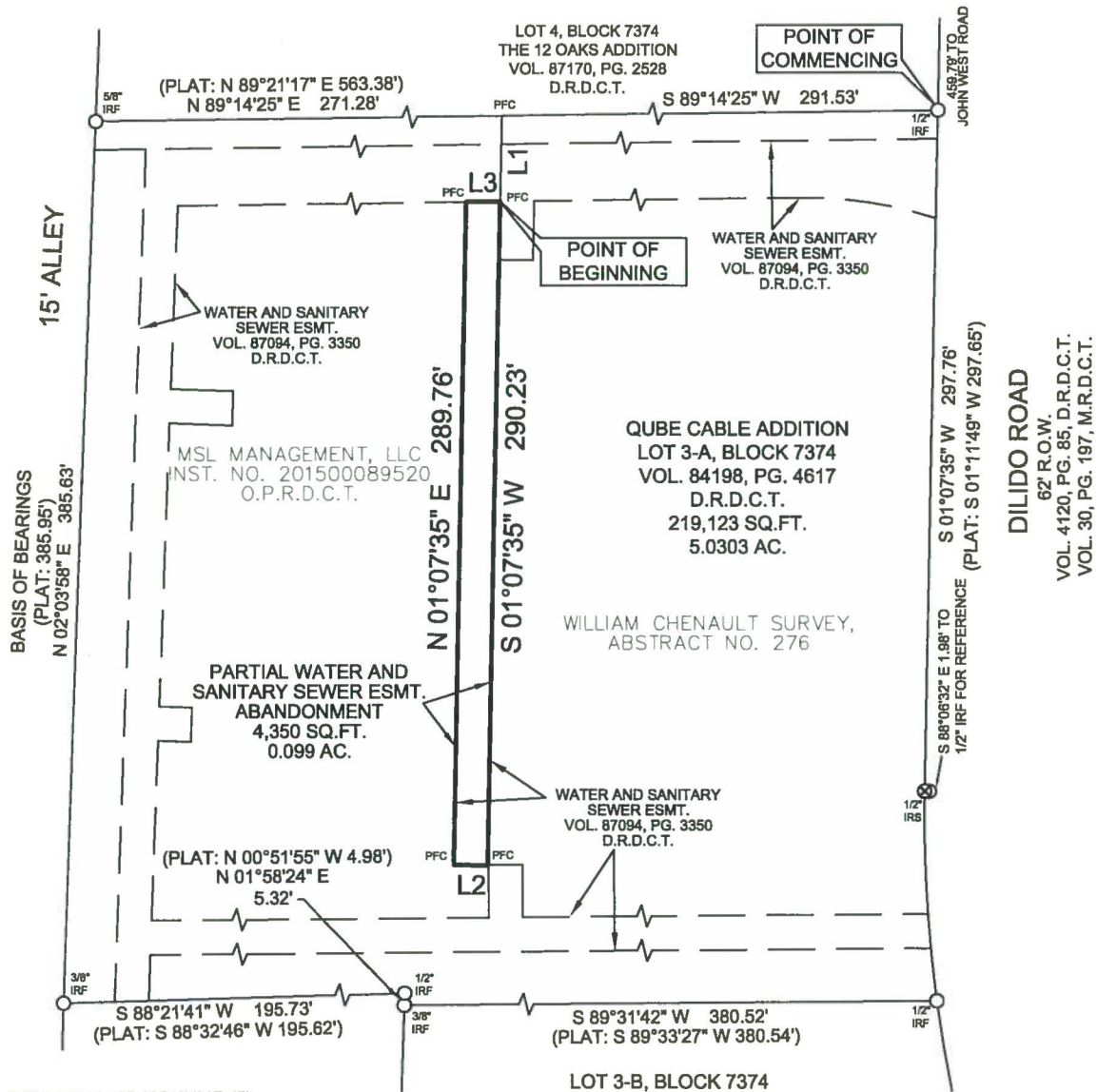
TEXAS HERITAGE SURVEYING, INC.
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

Bearings are based on the West line of Qube
Cable Addition recorded in Volume 84198,
Page 4617, D.R.D.C.T. (N02°03'58"E)

S145-244
Job# 1100367-3
Date: 10/26/15
Revised Date: 11/06/2015
Scale: 1" = 80'
Drawn: CN
Page 1 of 2

**PARTIAL WATER AND SANITARY SEWER EASEMENT ABANDONMENT
OUT OF LOT 3A, BLOCK 7374, QUBE CABLE ADDITION
WILLIAM CHENAULT SURVEY, ABSTRACT NO. 276
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A



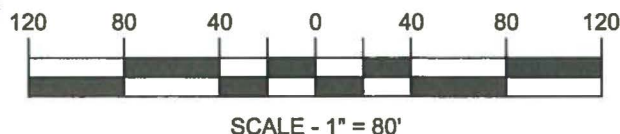
PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	37.51'	S01°07'35"W
L2	15.00'	N88°59'07"W
L3	15.01'	N89°14'19"E

(For SPRG use only)

Reviewed by: JD

Date: 11/13/2015

SPRG NO.: 3472



LEGEND:
CM
IRF
PFC
SQ.FT
R.O.W.
D.R.D.C.T
M.R.D.C.T.
PFC
ESMT.
AC
VOL.
PG
IRS

**CONTROLLING MONUMENT
IRON ROD FOUND
POINT FOR CORNER
SQUARE FEET
RIGHT-OF-WAY
DEED RECORDS, DALLAS COUNTY, TEXAS
MAP RECORDS, DALLAS COUNTY, TEXAS
POINT FOR CORNER
EASEMENT
ACRE
VOLUME
PAGE
IRON ROD SET**



Gary E. Johnson, R.P.L.S. # 5299
Dated: 10/12/2015



TEXAS HERITAGE SURVEYING, INC.
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

Bearings are based on the West line of Qube
Cable Addition recorded in Volume 84198,
Page 4617, D.R.D.C.T. (N02°03'58"E)

S145-244
Job# 1100367-3
Date: 10/26/15
Revised Date: 11/06/2015
Scale: 1" = 80'
Drawn: CN
Page 2 of 2

AGENDA ITEM # 38

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: May 11, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 34N

SUBJECT

An ordinance abandoning two storm sewer easements, four sanitary sewer easements and one water and wastewater easement to Mockingbird Venture Partners, LLC, the abutting owner, containing a total of approximately 26,706 square feet of land, located near the intersection of West Mockingbird Lane and Forest Park Road - Revenue: \$18,695, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of two storm sewer easements, four sanitary sewer easements and one water and wastewater easement to Mockingbird Venture Partners, LLC, the abutting owner. The area will be included with the property of the abutting owner for the construction of retail buildings and a hotel. The abandonment fee is based on Dallas Central Appraisal District Values.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

Revenue: \$18,695, plus the \$20 ordinance publication fee

OWNER

Mockingbird Venture Partner, LLC


Parviz Vachti, Manager

MAP

Attached



Log: 41312

Abandonment: 

Applicant: Mockingbird Venture Partners, LLC

Mapsc0: 34N

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of two storm sewer easements, four sanitary sewer easements, and one water and wastewater easement located in City Blocks 2367 and B/2368 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Mockingbird Venture Partners, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Mockingbird Venture Partners, LLC, a Delaware limited liability company; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and **WHEREAS**, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; **Now, Therefore**,

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

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

SECTION 2. That for and in monetary consideration of the sum of **EIGHTEEN THOUSAND SIX HUNDRED AND NINETY FIVE AND NO/100 DOLLARS (\$18,695.00)** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

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

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

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

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. 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:
CHRISTOPHER D. BOWERS
Interim City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

LEGAL DESCRIPTION

BEING a 2,440 square foot tract of land situated in the Miles Bennett Survey, Abstract No. 52, Dallas County, Texas and in City of Dallas Block B/2368 of the Block Numbers of the City of Dallas; and being part of Lot 2, Block B, Forest Park, an addition to Dallas County, (annexed to the City of Dallas by ordinance No. 3626) according to the plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, Texas; and being part of that tract of land described as "Tract 4" in Special Warranty Deed to Mockingbird Venture Partners, L.L.C recorded in Instrument No. 200900077070 of the Official Public Records of Dallas County, Texas; and being all of "Tract B" created and described as right-of-way easement for storm sewer to the City of Dallas recorded in Volume 4997, Page 93 of said Deed Records; and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found at the south corner of Lot 1A, Block B/2368, Kiger Tire Addition, an addition to the City of Dallas, according to the plat recorded in Volume 88095, Page 2479 of the Deed Records of Dallas County, Texas; from said point a PK nail found at the east corner of said Lot 1A bears North 47°03'22" East, 100.05 feet;

THENCE with the southwest line of said Lot 1A, North 45°34'23" West, a distance of 214.00 feet to the west corner of said Lot 1A;

THENCE North 66°37'23" West, a distance of 96.54 feet to the east corner of said storm sewer easement and the **POINT OF BEGINNING**; said point being the beginning of a curve to the left having a central angle of 2°46'56", a radius of 169.92 feet, a chord bearing and distance of South 18°39'33" West, 8.25 feet;

THENCE in a southwesterly direction, with the southeast line of said storm sewer easement and with said curve to the left, an arc distance of 8.25 feet to the south corner of said storm sewer easement;

THENCE with the southwest line of said storm sewer easement, the following courses and distances:

North 71°20'34" West, a distance of 87.06 feet to a point at the beginning of a tangent curve to the left having a central angle of 11°30'00", a radius of 95.87 feet, a chord bearing and distance of North 77°05'34" West, 19.21 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 19.24 feet to a point for corner;
North 82°50'34" West, a distance of 146.00 feet to a point for corner;
South 7°09'26" West, a distance of 6.87 feet to a point for corner;
North 82°50'34" West, a distance of 16.00 feet to the west corner of said storm sewer easement;

THENCE with the northwest line of said storm sewer easement, North 7°09'26" East, a distance of 22.00 feet to the north corner of said storm sewer easement;

THENCE with the northeast line of said storm sewer easement, the following courses and distances:

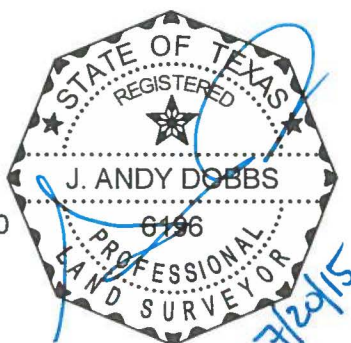
South 82°50'34" East, a distance of 16.00 feet to a point for corner;
South 7°09'26" West, a distance of 6.87 feet to a point for corner;
South 82°50'34" East, a distance of 146.00 feet to a point at the beginning of a tangent curve to the right having a central angle of 11°30'00", a radius of 104.12 feet, a chord bearing and distance of South 77°05'34" East, 20.86 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 20.90 feet to a point for corner;
South 71°20'34" East, a distance of 87.06 feet to the **POINT OF BEGINNING** and containing 2,440 square feet or 0.056 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

**STORM SEWER EASEMENT ABANDONMENT
PART OF LOT 2, BLOCK B/2368
FOREST PARK
MILES BENNETT SURVEY,
ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS**

(For SPRG use only)
Reviewed By: JD
Date: 7/23/2015
SPRG NO: 3277

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com



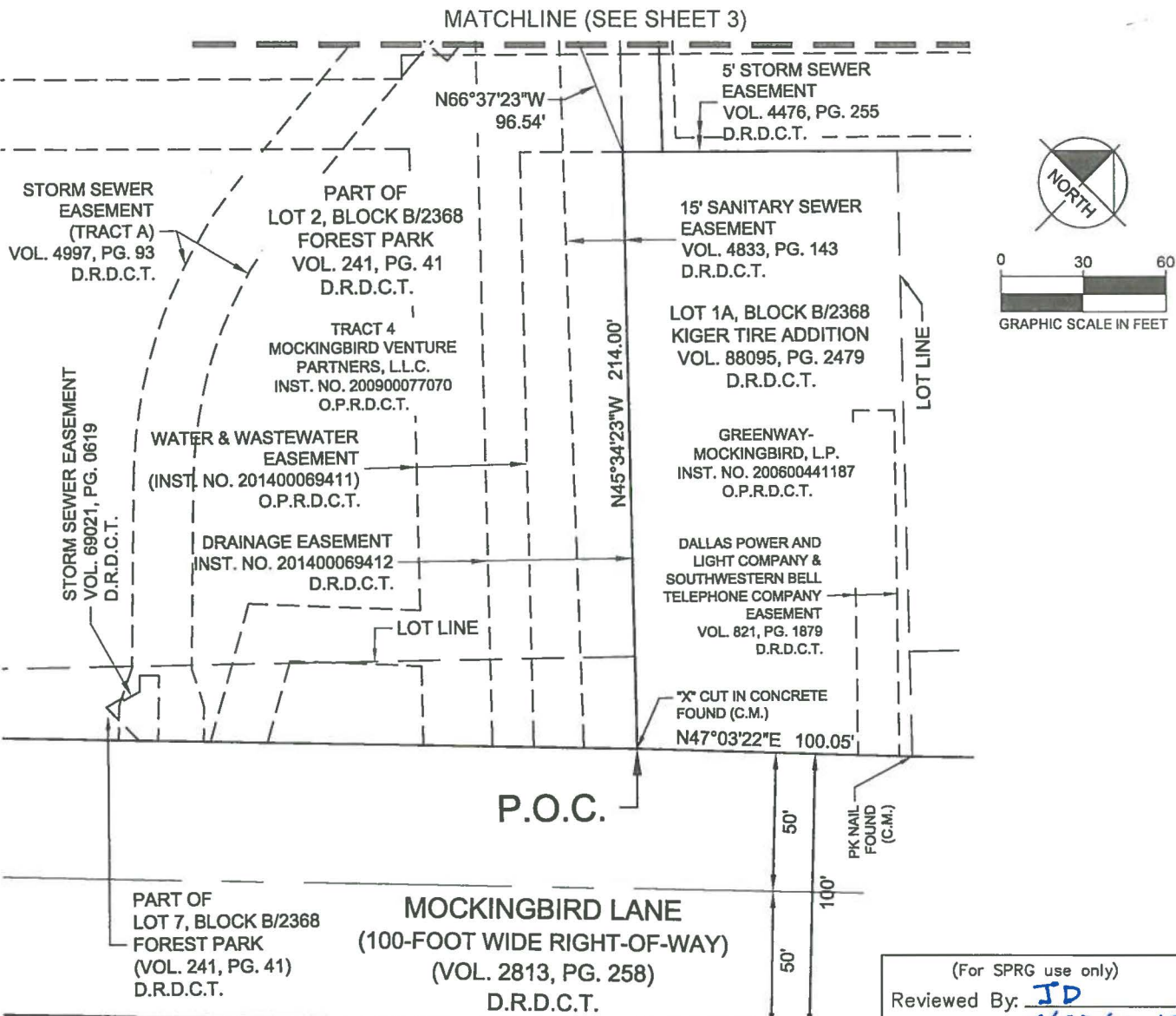
Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

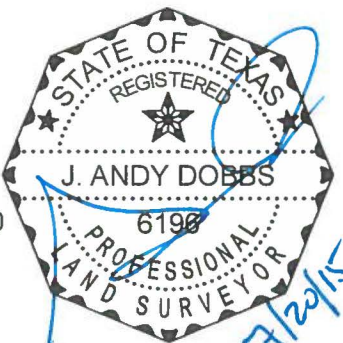
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064271011	1 OF 3



LEGEND

C.M. = CONTROLLING MONUMENT
M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
SQ. FT. = SQUARE FEET
VOL. = VOLUME, PG. = PAGE
INST. NO. = INSTRUMENT NUMBER

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com



NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

STORM SEWER EASEMENT ABANDONMENT
PART OF LOT 2, BLOCK B/2368
FOREST PARK
MILES BENNETT SURVEY,
ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: JD
Date: 7/23/2015
SPRG NO: 3277

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

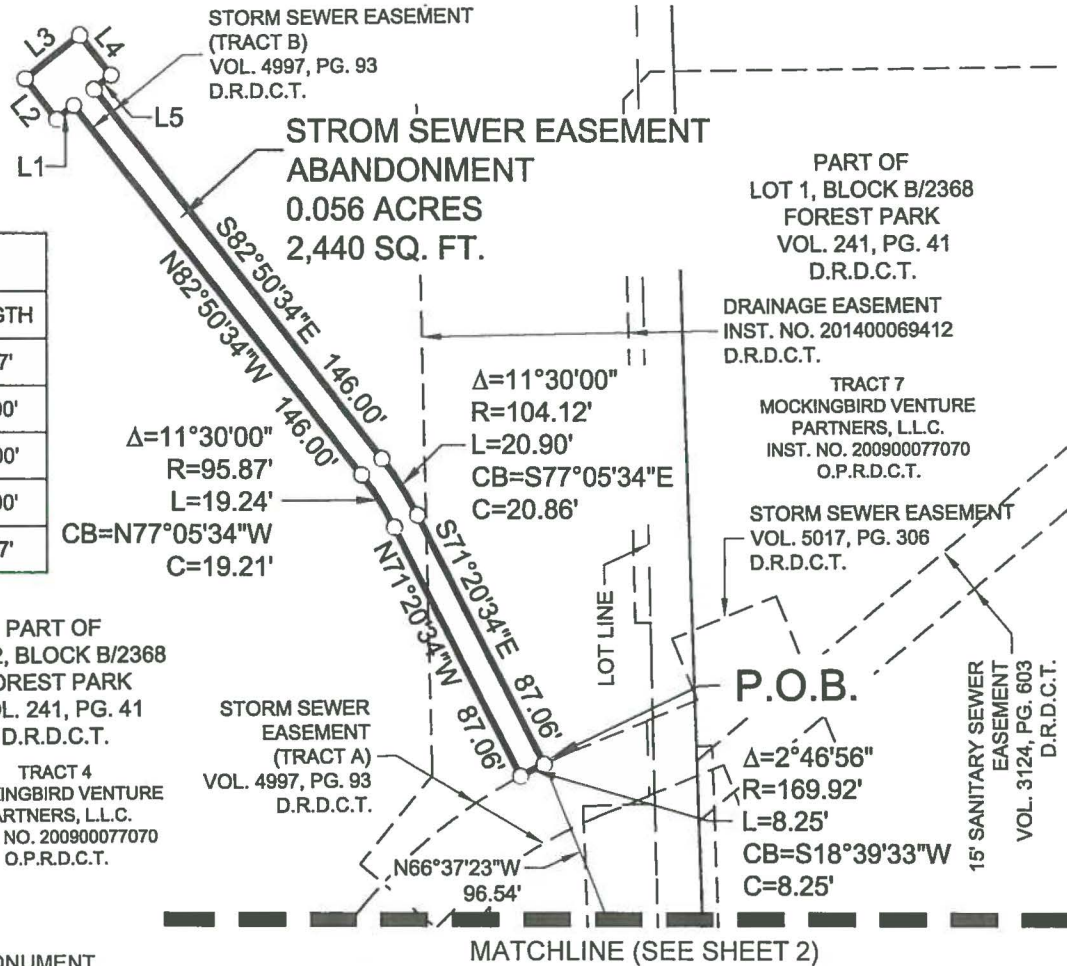
FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JAD	DAB	JAN. 2015	064271011	2 OF 3

EXHIBIT A-TRACT 1

LINE TABLE		
NO.	BEARING	LENGTH
L1	S07°09'26"W	6.87'
L2	N82°50'34"W	16.00'
L3	N07°09'26"E	22.00'
L4	S82°50'34"E	16.00'
L5	S07°09'26"W	6.87'



LEGEND

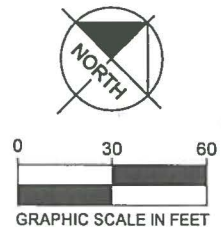
C.M. = CONTROLLING MONUMENT
M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
SQ. FT. = SQUARE FEET
VOL. = VOLUME, PG. = PAGE
INST. NO. = INSTRUMENT NUMBER

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

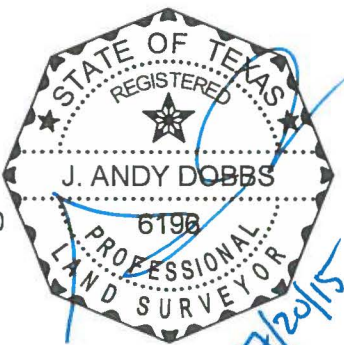
(For SPRG use only)

Reviewed By: JP
Date: 7/23/2015
SPRG NO: 3277



STORM SEWER EASEMENT ABANDONMENT
PART OF LOT 2, BLOCK B/2368
FOREST PARK
MILES BENNETT SURVEY,
ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com



Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JAD	DAB	JAN. 2015	084271011	3 OF 3

LEGAL DESCRIPTION

EXHIBIT A-TRACT 2

BEING a 2,534 square foot tract of land situated in the Miles Bennett Survey, Abstract No. 52, Dallas County, Texas and in City of Dallas Block B/2368 of the Block Numbers of the City of Dallas; and being part of Lot 1, Block B, Forest Park, an addition to Dallas County, (annexed to the City of Dallas by Ordinance No. 3626) according to the plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, Texas; and being part of that tract of land described as "Tract 4" and "Tract 7" in Special Warranty Deed to Mockingbird Venture Partners, L.L.C recorded in Instrument No. 200900077070 of the Official Public Records of Dallas County, Texas; and being all of the right-of-way easement for storm sewer to the City of Dallas created and recorded in Volume 5017, Page 306 of said Deed Records; and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found at the south corner of Lot 1A, Block B/2368, Kiger Tire Addition, an addition to the City of Dallas, according to the plat recorded in Volume 88095, Page 2479 of the Deed Records of Dallas County, Texas; from said point a PK nail found at the east corner of said Lot 1A bears North 47°03'22" East, 100.05 feet;

THENCE with the southwest line of said Lot 1A, North 45°34'23" West, a distance of 214.00 feet to the west corner of said Lot 1A;

THENCE with the southwest line of said Lot 1, North 45°34'23" West, a distance of 79.82 feet to the south corner of said storm sewer easement and the **POINT OF BEGINNING**;

THENCE continuing with said southwest line of Lot 1 and with the southwest line of said storm sewer easement, North 45°34'23" West, a distance of 23.24 feet to the southernmost west corner of said storm sewer easement;

THENCE departing said southwest line of Lot 1 and with the northwest line of said storm sewer easement, the following courses and distances:

North 24°25'37" East, a distance of 16.98 feet to a point for corner;
 North 65°34'23" West, a distance of 20.58 feet to a point for corner;
 North 24°25'37" East, a distance of 35.50 feet to the north corner of said storm sewer easement ;

THENCE with the northeast line of said storm sewer easement, South 65°34'23" East, a distance of 58.50 feet to the east corner of said storm sewer easement;

THENCE with the southeast line of said storm sewer easement, the following courses and distances:

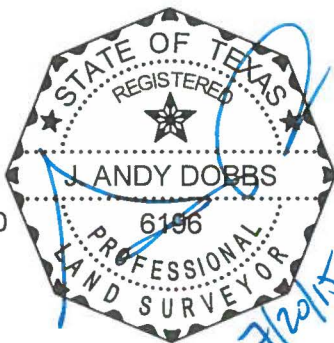
South 24°25'37" West, a distance of 35.50 feet to a point for corner;
 North 65°34'23" West, a distance of 16.08 feet to a point for corner;
 South 24°25'37" West, a distance of 24.93 feet to the **POINT OF BEGINNING** and containing 2,534 square feet or 0.058 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

(For SPRG use only)

Reviewed By: JAD
 Date: 7/23/2015
 SPRG NO: 3278

J. ANDY DOBBS
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**STORM SEWER EASEMENT ABANDONMENT
 PART OF LOT 1, BLOCK B/2368
 FOREST PARK
 MILES BENNETT SURVEY,
 ABSTRACT NO. 52
 CITY OF DALLAS,
 DALLAS COUNTY, TEXAS**

Kimley»Horn

12750 Merit Drive, Suite 1000
 Dallas, Texas 75251

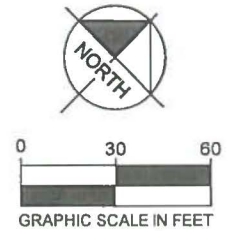
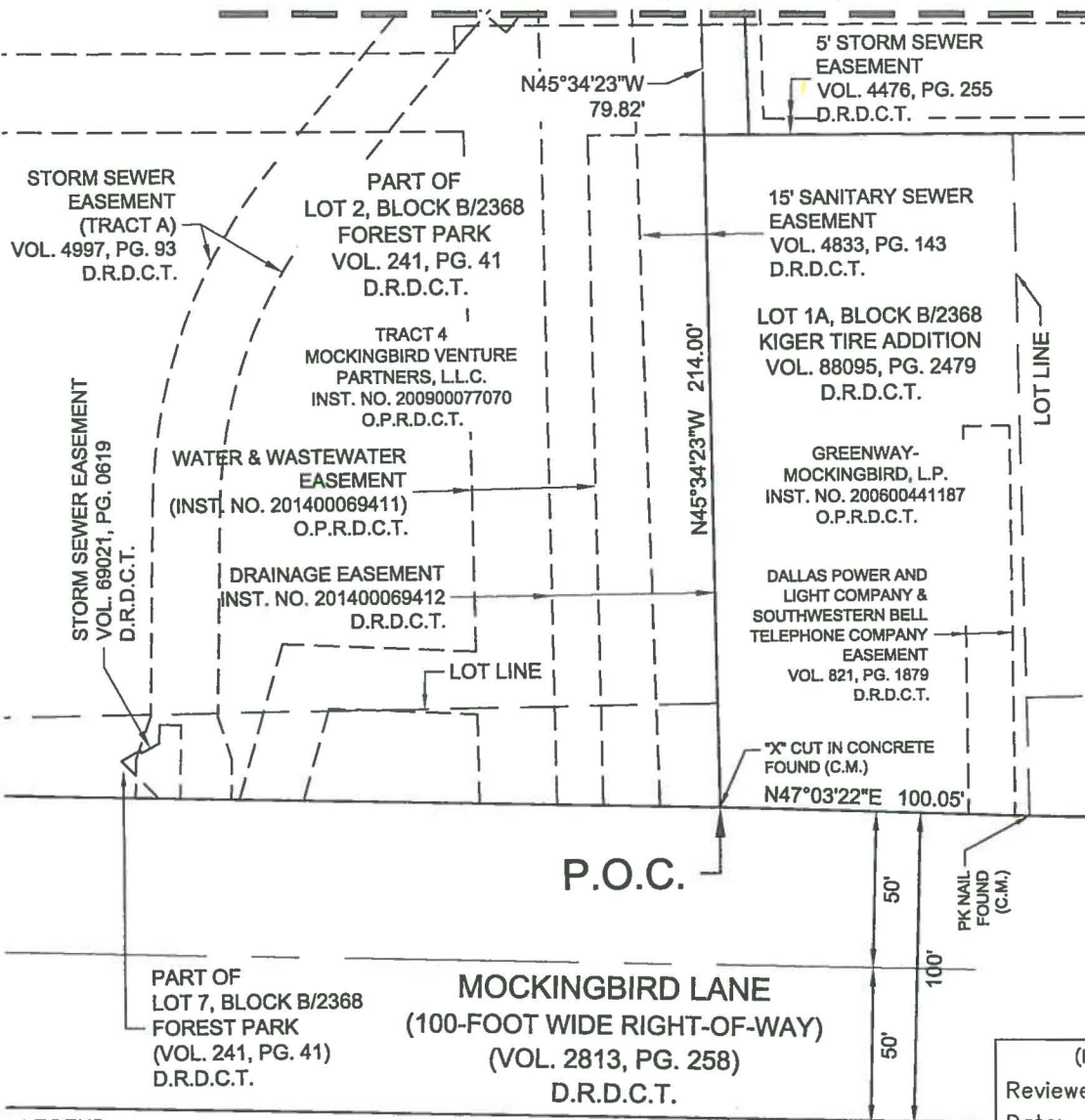
FIRM # 101155-00

Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	JAN. 2015	064271011	1 OF 3

EXHIBIT A-TRACT 2

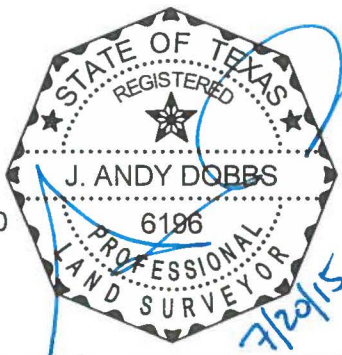
MATCHLINE (SEE SHEET 3)



LEGEND

C.M. = CONTROLLING MONUMENT
M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
SQ. FT. = SQUARE FEET
VOL. = VOLUME, PG. = PAGE
INST. NO. = INSTRUMENT NUMBER

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NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

STORM SEWER EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK B/2368
FOREST PARK
MILES BENNETT SURVEY,
ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: JD
Date: 7/23/2015
SPRG NO: 3278

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JAD	DAB	JAN. 2015	064271011	2 OF 3

EXHIBIT A-TRACT 2

LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°34'23"W	23.24'
L2	N24°25'37"E	16.98'
L3	N65°34'23"W	20.58'
L4	N24°25'37"E	35.50'
L5	S65°34'23"E	58.50'
L6	S24°25'37"W	35.50'
L7	N65°34'23"W	16.08'
L8	S24°25'37"W	24.93'

PART OF
LOT 2, BLOCK B/2368
FOREST PARK
VOL. 241, PG. 41
D.R.D.C.T.

TRACT 4
MOCKINGBIRD VENTURE
PARTNERS, L.L.C.
INST. NO. 200900077070
O.P.R.D.C.T.

15' SANITARY SEWER
EASEMENT
VOL. 4833, PG. 143
D.R.D.C.T.

STORM SEWER
EASEMENT
(TRACT A)
VOL. 4997, PG. 93
D.R.D.C.T.

STORM SEWER EASEMENT
(TRACT B)
VOL. 4997, PG. 93
D.R.D.C.T.

STORM SEWER EASEMENT
ABANDONMENT
0.058 ACRES
2,534 SQ. FT.

P.O.B.

PART OF
LOT 1, BLOCK B/2368
FOREST PARK
VOL. 241, PG. 41
D.R.D.C.T.

DRAINAGE EASEMENT
INST. NO. 201400069412
D.R.D.C.T.

TRACT 7
MOCKINGBIRD VENTURE
PARTNERS, L.L.C.
INST. NO. 200900077070
O.P.R.D.C.T.

STORM SEWER EASEMENT
VOL. 5017, PG. 306
D.R.D.C.T.

15' SANITARY SEWER
EASEMENT
VOL. 3124, PG. 603
D.R.D.C.T.

5' STORM SEWER
EASEMENT
VOL. 4476, PG. 255
D.R.D.C.T.

LEGEND

C.M. = CONTROLLING MONUMENT
M.R.D.C.T. = MAP RECORDS OF DALLAS
COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DALLAS
COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC
RECORDS, DALLAS
COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
SQ. FT. = SQUARE FEET
VOL. = VOLUME, PG. = PAGE
INST. NO. = INSTRUMENT NUMBER

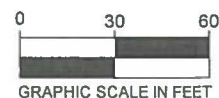
MATCHLINE (SEE SHEET 2)

(For SPRG use only)

Reviewed By: JD

Date: 7/23/2015

SPRG NO: 3278

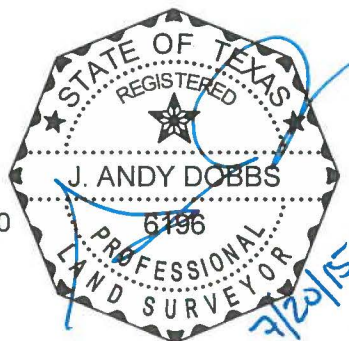


NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983.
(2011)

STORM SEWER EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK B/2368
FOREST PARK
MILES BENNETT SURVEY,
ABSTRACT NO. 52
CITY OF DALLAS,
DALLAS COUNTY, TEXAS

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FIRM # 101155-00

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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JAD	DAB	JAN. 2015	064271011	3 OF 3

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 2, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS**

BEING a 9,315-square-foot (0.2138-acre) tract of land situated in the Miles Bennett Survey, Abstract No. 52, and being part of Lot 2, Block B (City of Dallas Block Number B/2368) of Forest Park, an addition to Dallas County, Texas as evidenced by plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, Texas and annexed to the City of Dallas by ordinance No. 3626 (no record found) (passed May 16, 1945), and being part of tracts 4 and 6 of those certain tracts of land conveyed to the Mockingbird Venture Partners, LLC as evidenced by Special Warranty Deed recorded in Instrument Number 200900077070 of the Official Public Records of Dallas County, Texas and being all of that certain 15-foot wide sanitary sewer easement created and granted to the City of Dallas as evidenced by instrument recorded in Volume 3508, Page 438 of the Deed Records of Dallas County, Texas (for sanitary sewer mains as shown on Plans in the Office of Dallas Water Utilities, Sheet No. 3, File No. 411Q-1145) and being more particularly described as follows:

(NOTE: Easement abandonment corners are not monumented.)

BEGINNING at the northeast line of Forest Park Road, a 60-foot right-of-way, and the southeast line of City of Dallas Block 2367 for the west corner of said Lot 2, the west corner of City Block B/2368, the west corner of said easement, having coordinates of N=6987733.7641, E=2475640.0245 (not monumented), from which a 1/2-inch iron rod (controlling monument) found in the southwest line of City Block B/2368, the southwest line of said Lot 2, and the northeast line of said Forest Park Road bears South 46°11'44" East a distance of 299.77 feet and a 1/2-inch iron rod (controlling monument) with yellow cap stamped "SURVEYING ASSOC." found at the intersection of the northeast line of said Forest Park Road and the northwest line of Hawes Street, a variable width right-of-way, bears North 46°11'44" West a distance of 27.80 feet;

THENCE North 45°29'45" East along the southeast line of City Block 2367, the northwest line of said Lot 2, the northwest line of City Block B/2368, and the northwest line of said easement, at a distance of 33.36 feet pass a 1/2-inch iron rod (controlling monument) found, in all a distance of 621.00 feet to the north corner of said Lot 2, the north corner of said easement, and the west corner of Lot 1 of said addition, having coordinates of N=6988169.0014, E=2476082.8610;

THENCE South 46°02'18" East along the common northeast line of said Lot 2, northeast line of said easement, and southwest line of said Lot 1 a distance of 15.01 feet to the east corner of said easement, having coordinates of N=6988158.5864, E=2476093.6605;

THENCE South 45°29'45" West departing the northeast line of said Lot 2 and the southwest line of said Lot 1 along a line being 15.00 feet from and parallel to the northwest line of said Lot 2, over and across said Lot 2, a distance of 620.96 feet to the northeast line of said Forest Park Road, the southwest line of said Lot 2, and the southwest line of City Block B/2368 for the south corner of said easement, having coordinates of N=6987723.3780, E=2475650.8533;

FOR SPRG USE ONLY

REVIEWED BY: JD

DATE: 7/15/2015

SPRG. NO. 3279

SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 2, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS

THENCE North 46°11'44" West along the common northeast line of said Forest Park Road, southwest line of Lot 2, and southwest line of City Block B/2368 a distance of 15.01 feet to the POINT OF BEGINNING;

CONTAINING within the metes recited 9,315 square feet (0.2138 acre) of land, more or less.

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011). All coordinates are state plane on grid. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001365060.

Dustin D. Davison

7-15-15

Dustin D. Davison, R.P.L.S.
Texas Registration No. 6451

Date

ARS Engineers, Inc.
12801 N. Central Expressway
Suite 1250
Dallas, Texas 75243
Ph. 214-739-3152



FOR SPRG USE ONLY

REVIEWED BY: *JD*

DATE: *7/15/2015*

SPRG. NO. *3279*

EXHIBIT A-TRACT 3

MILES BENNETT SURVEY, ABSTRACT NO. 52

15' SANITARY
SEWER EASEMENT
V. 3124, P. 603
(D.R.D.C.T.)

S 46°02'18" E
15.01'
Tract 7

NOT MONUMENTED
N=6,988,169.0014
E=2,476,082.8610

NOT MONUMENTED
N=6,988,158.5864
E=2,476,093.6605

MOCKINGBIRD VENTURE PARTNERS, L.L.C.
INSTR. NO. 200900077070
(O.P.R.D.C.T.)

Tract 4

LOT 1

INSTR. NO. 201400069412
(O.P.R.D.C.T.)

DRAINAGE EASEMENT
(O.P.R.D.C.T.)

STORM SEWER EASEMENT (TRACT B)
V. 4997, P. 93 (D.R.D.C.T.)

15' SANITARY
SEWER EASEMENT
V. 3508, P. 438
(D.R.D.C.T.)

Block 2367

9,315 Sq. Feet
(0.2138 Acre)

Block B/2368

FOREST PARK
VOLUME 241, PAGE 41
(D.R.D.C.T.)

1/2" I.R. FOUND
CONTROLLING
MONUMENT

1/2" I.R. FOUND
W/ YELLOW CAP
"SURVEYING ASSOC."
CONTROLLING
MONUMENT

Tract 2
P.O.B.
NOT MONUMENTED
N=6,987,733.7641
E=2,475,640.0245

N 46°11'44" W

15.01'
NOT MONUMENTED
N=6,987,723.3780
E=2,475,650.8533

FOREST PARK
VOLUME 241, PAGE 41
(D.R.D.C.T.)

25'X25' STORM SEWER &
INLET STRUCTURE EASEMENT
V. 4149, P. 448
(D.R.D.C.T.)

Tract 6
MOCKINGBIRD VENTURE PARTNERS, L.L.C.
INSTR. NO. 200900077070
(O.P.R.D.C.T.)

15' DALLAS POWER & LIGHT
COMPANY AND SOUTHWESTERN
BELL TELEPHONE COMPANY EASEMENT
V. 4945, P. 212 (D.R.D.C.T.)

FOREST PARK
VOLUME 241, PAGE 41
(D.R.D.C.T.)

Tract 8, Parcel A
MOCKINGBIRD VENTURE PARTNERS, L.L.C.
INSTR. NO. 200900077070
(O.P.R.D.C.T.)

LINE	BEARING	DISTANCE
L1	N 46°11'44" W	27.80'
L2	N 45°29'45" E	33.36'

1/2" I.R. FOUND
CONTROLLING
MONUMENT

FOR SPRG USE ONLY
REVIEWED BY: JD
DATE: 7/15/2015
SPRG. NO. 3279

LEGEND

These standard symbols can
be found in this drawing.

- PROPERTY LINE
- MONUMENT FOUND
(SIZE AND TYPE NOTED)
- ADJOINING OWNERSHIP

V. - VOLUME
P. - PAGE
R.O.W. - RIGHT OF WAY
INSTR. NO. - INSTRUMENT NUMBER
SQ. - SQUARE
P.O.B. - POINT OF BEGINNING
I. R. - IRON ROD
(D.R.D.C.T.) - DEED RECORDS DALLAS COUNTY, TEXAS
(M.R.D.C.T.) - MAP RECORDS DALLAS COUNTY, TEXAS
(O.P.R.D.C.T.) - OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS



D. Davison
7.15.15

SANITARY SEWER EASEMENT ABANDONMENT PART OF LOT 2, CITY BLOCK B/2368 FOREST PARK, MILES BENNETT SURVEY ABSTRACT NO. 52, CITY OF DALLAS DALLAS COUNTY, TEXAS

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM,
TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM
OF 1983, (2011). ALL COORDINATES ARE STATE PLANE ON GRID.
ALL DISTANCES ARE SURFACE DISTANCES. SURFACE
ADJUSTMENT SCALE FACTOR: 1.0001365060.

DRAWN BY:	R. WALDRIP	DATE:	JULY 15, 2015
CHECKED BY:	C. CLARK	SCALE:	1 INCH = 100 FEET
JOB NUMBER:	301-12-022	SHEET:	3 OF 3

ARS Engineers, Inc.

12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
Phone: (214) 739-3152 Fax: (214) 739-3169

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 1, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS**

EXHIBIT A-TRACT 4

BEING a 4,918 square-foot (0.1129-acre) tract of land situated in the Miles Bennett Survey, Abstract No. 52, and being part of Lot 1, Block B (City of Dallas Block Number B/2368) of Forest Park, an addition to Dallas County, Texas as evidenced by plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, and annexed to the City of Dallas by ordinance No. 3626 (no record found) (passed May 16, 1945), Texas and being part of tract 4 and 7 of those certain tracts of land conveyed to the Mockingbird Venture Partners, LLC as evidenced by Special Warranty Deed recorded in Instrument Number 200900077070 of the Official Public Records of Dallas County, Texas and being a portion of those certain 15-foot wide sanitary sewer easements created and granted to the City of Dallas as evidenced by instrument recorded in Volume 3124, Page 603 of the Deed Records of Dallas County, Texas (for sanitary sewer mains as shown on Plans in the Office of Dallas Water Utilities, Sheet No. 4, File No. 411Q-1002-A) and being more particularly described as follows:

(NOTE: Easement abandonment corners are not monumented.)

COMMENCING at a capped 1/2-inch iron rod (controlling monument) stamped "RPLS 4888" found in the southwest line of Maple Avenue, a 60-foot right-of-way, for the north corner of said Lot 1, the north corner of City Block B/2368, the north corner of said easement, and the east corner of City of Dallas Block 2367, having coordinates of N=6988600.4642, E=2476521.8573;

THENCE South 46°35'31" East along the common southwest line of Maple Avenue, northeast line of Lot 1, and northeast line of City Block B/2368 a distance of 15.01 feet to the east corner of said easement (not monumented), having coordinates of N=6988590.1510, E=2476532.7602;

THENCE South 45°29'45" West departing the southwest line of Maple Avenue, the northeast line of Lot 1, and the northeast line of City Block B/2368, continuing along said easement 15.00 from and parallel to the northwest line of Lot 1, over and across Lot 1 and City Block B/2368, a distance of 422.82 feet to the **POINT OF BEGINNING** (not monumented), having coordinates of N=6988293.8082, E=2476231.2433;

THENCE departing said 15-foot parallel line, continuing along said easement, over and across Lot 1 and City Block B/2368 as follows:

South 30°43'50" East a distance of 143.92 feet (not monumented), having coordinates of N=6988170.1152, E=2476304.7764;

South 05°57'37" West a distance of 196.54 feet to the southwest line of Lot 1 and the northeast line of Lot 2, Block B (City of Dallas Block Number B/2368 of said Forest Park Addition) (not monumented), having coordinates of N=6987974.6661, E=2476284.3704;

THENCE North 46°02'18" West, continuing along said easement, the southwest line of Lot 1, and the northeast line of Lot 2 a distance of 19.04 feet (not monumented), having coordinates of N=6987987.8784, E=2476270.6704;

FOR SPRG USE ONLY

REVIEWED BY: JD

DATE: 2/10/2016

SPRG. NO. 3280

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 1, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS**

EXHIBIT A-TRACT 4

THENCE continuing along said easement, departing the southwest line of Lot 1 and the northeast line of Lot 2, over an across Lot 1 and City Block B/2368 as follows:

North 05°57'37" East a distance of 179.84 feet (not monumented), having coordinates of N=6988166.7262, E=2476289.3431;

North 30°43'50" West a distance of 135.27 feet to a line 15-feet from and parallel to the northwest line of Lot 1 (not monumented), having coordinates of N=6988282.9840, E=2476220.2301;

THENCE North 45°29'45" East continuing along said easement a distance of 15.45 feet to the **POINT OF BEGINNING**;

CONTAINING within the metes recited 4,918 square feet (0.1129 acre) of land, more or less.

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011). All coordinates are state plane on grid. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001365060.


Dustin D. Davison, R.P.L.S. 2-8-16
Texas Registration No. 6451 Date

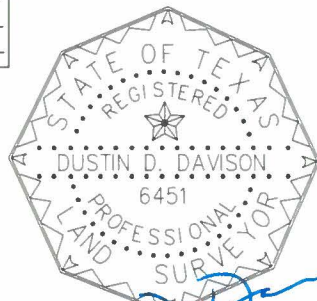
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12801 N. Central Expressway
Suite 1250
Dallas, Texas 75243
Ph. 214-739-3152



FOR SPRG USE ONLY
REVIEWED BY: JD
DATE: 2/10/2016
SPRG. NO. 3280

LEGEND

PROPERTY LINE
MONUMENT FOUND
(SIZE AND TYPE NOTED)
ADJOINING OWNERSHIP
V. - VOLUME
P. - PAGE
R.O.W. - RIGHT OF WAY
INSTR. NO. - INSTRUMENT NUMBER
SQ. - SQUARE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
I. R. - IRON ROD
(D.R.D.C.T.) - DEED RECORDS DALLAS
(M.R.D.C.T.) - MAP RECORDS DALLAS
(O.P.R.D.C.T.) - OFFICIAL PUBLIC RECORDS
SS. - SANITARY SEWER



2nd 2nd
2-8-16

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 1, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS**

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983, (2011). ALL COORDINATES ARE STATE PLANE ON GRID. ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.0001365060.

DRAWN BY:	C. CLARK	DATE:	FEBRUARY 8, 2016
CHECKED BY:	J. SHELTON	SCALE:	1 INCH = 100 FEET
JOB NUMBER:	302-12-022	SHEET:	3 OF 3

ARS Engineers, Inc.

12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
Phone: (214) 739-3152 Fax: (214) 739-3169

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF CITY BLOCK 2367
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

EXHIBIT A-TRACT 5

BEING a 1,226-square-foot (0.0281-acre) tract of land situated in City of Dallas Block 2367 and the Miles Bennett Survey, Abstract No. 52, and being part of tract 3 of that certain tract of land conveyed to the Mockingbird Venture Partners, LLC as evidenced by Special Warranty Deed recorded in Instrument Number 200900077070 of the Official Public Records of Dallas County, Texas and being part of that certain 10-foot wide sanitary sewer easement created and granted to the City of Dallas as evidenced by instrument recorded in Volume 3672, Page 452 of the Deed Records of Dallas County, Texas (for sanitary sewer main as shown on Plans in the Office of Dallas Water Utilities, File No. 411Q-1655, Sheet 4) and being more particularly described as follows:

(NOTE: Easement abandonment corners are not monumented.)

BEGINNING at the southwest corner of said sanitary sewer easement in the southeast line of City Block 2367 and the northwest line of Lot 1, City Block B/2368 of Forest Park, an addition to Dallas County, Texas as evidenced by plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, Texas, and annexed to the City of Dallas by ordinance No. 3626 (no record found) (passed May 16, 1945), (not monumented), having coordinates of N=6988303.3140, E=2476219.5188, from which a capped 1/2-inch iron rod (controlling monument) stamped "RPLS 4888" found in the southwest line of Maple Avenue, a 60-foot right-of-way, for the north corner of said Lot 1, the north corner of City Block B/2368, and the east corner of City of Dallas Block 2367 bears North 45°29'45" East a distance of 423.98 feet;

THENCE over and across City Block 2367 and said Mockingbird Venture Partners tracts as follows:

North 13°56'15" West departing the southeast line of City Block 2367, the northwest line of Lot 1, and the northwest line of City Block B/2368 along the west line of said easement, a distance of 126.31 feet (not monumented), having coordinates of N=6988425.8850, E=2476189.1004;

North 84°37'45" East departing the west line of said easement a distance of 10.11 feet to the east line of said easement (not monumented), having coordinates of N=6988426.8314, E=2476199.1674;

South 13°56'15" East a distance of 118.89 feet to the southeast line of City Block 2367, the northwest line of Lot 1, and northwest line of City Block B/2368 for the southeast corner of said easement (not monumented), having coordinates of N=6988311.4538, E=2476227.8007;

THENCE South 45°29'45" West along the common southeast line of City Block 2367, northwest line of Lot 1, and northwest line of City Block B/2368 a distance of 11.61 feet to the **POINT OF BEGINNING**;

FOR SPRG USE ONLY
REVIEWED BY: <u>JD</u>
DATE: <u>7/15/2015</u>
SPRG. NO. <u>3281</u>

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF CITY BLOCK 2367
CITY OF DALLAS
DALLAS COUNTY, TEXAS**

EXHIBIT A-TRACT 5

CONTAINING within the metes recited 1,226 square feet (0.0281 acre) of land, more or less.

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011). All coordinates are state plane on grid. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001365060.

7.15.15

Dustin D. Davison, R.P.L.S.
Texas Registration No. 6451

Date

ARS Engineers, Inc.
12801 N. Central Expressway
Suite 1250
Dallas, Texas 75243
Ph. 214-739-3152



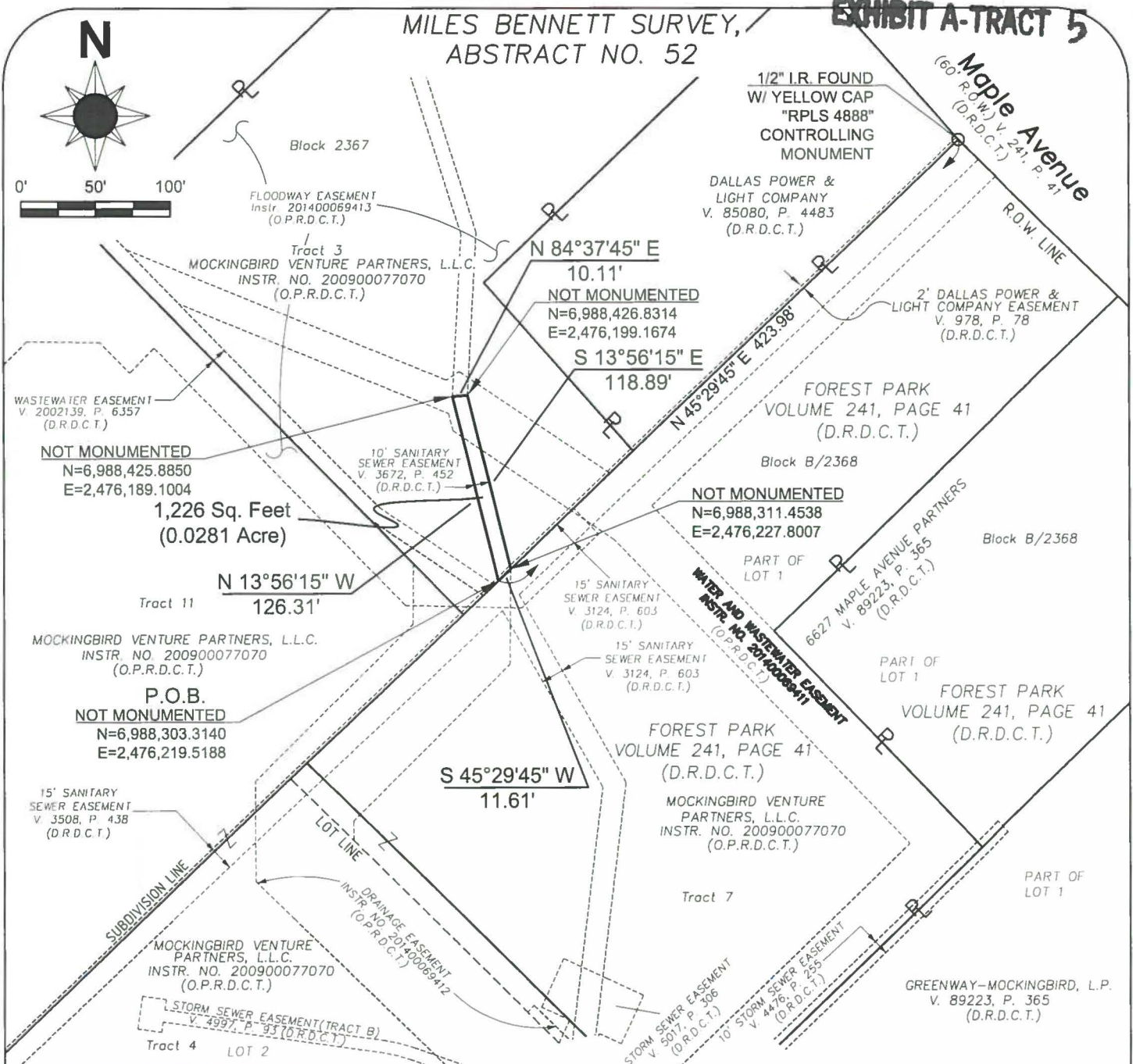
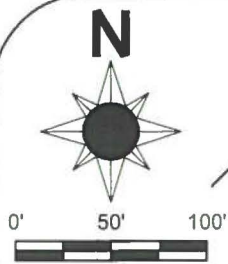
FOR SPRG USE ONLY

REVIEWED BY: JD

DATE: 7/15/2015

SPRG. NO. 3281

**MILES BENNETT SURVEY,
ABSTRACT NO. 52**

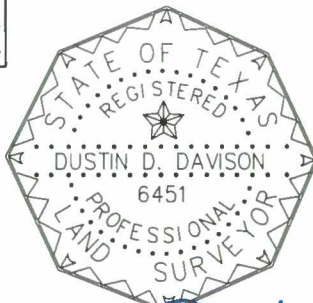


FOR SPRG USE ONLY
 REVIEWED BY: JD
 DATE: 7/15/2015
 SPRG. NO. 3281

LEGEND

These standard symbols can be found in this drawing.

- PROPERTY LINE
- MONUMENT FOUND (SIZE AND TYPE NOTED)
- ADJOINING OWNERSHIP
- V. - VOLUME
- P. - PAGE
- R.O.W. - RIGHT OF WAY
- INSTR. NO. - INSTRUMENT NUMBER
- SQ. - SQUARE
- P.O.B. - POINT OF BEGINNING
- I.R. - IRON ROD
- (D.R.D.C.T.) - DEED RECORDS DALLAS COUNTY, TEXAS
- (M.R.D.C.T.) - MAP RECORDS DALLAS COUNTY, TEXAS
- (O.P.R.D.C.T.) - OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS



D.D. Davison
 7.15.15

**SANITARY SEWER EASEMENT ABANDONMENT
 PART OF CITY BLOCK 2367
 CITY OF DALLAS
 DALLAS COUNTY, TEXAS**

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983, (2011). ALL COORDINATES ARE STATE PLANE ON GRID. ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.0001365060.

DRAWN BY:	R. WALDRIP	DATE:	JULY 15, 2015
CHECKED BY:	C. CLARK	SCALE:	1 INCH = 100 FEET
JOB NUMBER:	301-12-022	SHEET:	3 OF 3

ARS Engineers, Inc.

12801 N. Central Expressway, Suite 1250
 Dallas, Texas 75243
 Phone: (214) 739-3152 Fax: (214) 739-3169

**SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 2 AND LOT 7, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS**

EXHIBIT A-TRACT 6

BEING a 4,350-square-foot (0.0999-acre) tract of land situated in the Miles Bennett Survey, Abstract No. 52, and being part of Lot 2 and Lot 7, Block B (City of Dallas Block Number B/2368) of Forest Park, an addition to Dallas County, Texas as evidenced by plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, Texas and annexed to the City of Dallas by ordinance No. 3626 (no record found) (passed May 16, 1945), and being part of tract 4 of those certain tracts of land conveyed to the Mockingbird Venture Partners, LLC as evidenced by Special Warranty Deed recorded in Instrument Number 200900077070 of the Official Public Records of Dallas County, Texas and being all of that certain 15-foot wide sanitary sewer easement created and granted to the City of Dallas as evidenced by instrument recorded in Volume 4833, Page 143 of the Deed Records of Dallas County, Texas (for sanitary sewer mains as shown on Plans in the Office of Dallas Water Utilities, Sheet No. 4A, File No. 411Q-1102-A) and being more particularly described as follows:

(NOTE: Easement abandonment corners are not monumented.)

BEGINNING in northwest line of Mockingbird Lane, a 100-foot right-of-way, and the northeast line of said Lot 7 and the southwest line of Lot 8, City Block B/2368 of said addition for the south corner of Lot 1A, City Block B/2368 of the Kiger Tire Addition, an addition to the City of Dallas as evidenced by plat recorded in Volume 88095, Page 2479 of the Deed Records of Dallas County, Texas, for the east corner of said easement, and an east corner of said Mockingbird Venture Partners tract 4, having coordinates of N=6987775.3018, E=2476491.0945 (not monumented), from which a 1/2-inch iron rod (controlling monument) found in the northwest line of Mockingbird Lane for the east corner of said Lot 1A and said Kiger Tire Addition bears North 46°27'04" East a distance of 100.00 feet;

THENCE South 46°27'04" West departing the common northeast line of said Lot 7 and southwest line of said Lot 8 along the northwest line of Mockingbird Lane and the southeast line of said Mockingbird Venture Partners tract 4 a distance of 15.01 feet to the south corner of said easement (not monumented), having coordinates of N=6987764.9588, E=2476480.2139;

THENCE North 46°02'18" West departing the northwest line of Mockingbird Land and the southeast line of said Mockingbird Venture Partners tract 4, over and across said Mockingbird Ventures tract 4 and said Lots 2 and 7 a distance of 290.00 feet to the west corner of said easement (not monumented), having coordinates of N=6987966.2429, E=2476271.4993;

THENCE North 46°27'04" East a distance of 15.01 feet to the north corner of said easement in the northeast line of said Lot 2 and southwest line of Lot 1 of said Forest Park (not monumented), having coordinates of 6987974.6661, E=2476284.3704;

THENCE South 46°02'18" East along the common northeast line of said Lots 2 and 7 and the southwest line of Lots 1 and 8, passing at a distance of 76.00 feet the west corner of said Lot 1A, in all a distance of 290.00 feet to the **POINT OF BEGINNING**;

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REVIEWED BY: JD

DATE: 7/15/2015

SPRG. NO. 3282

SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 2 AND LOT 7, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS

EXHIBIT A-TRACT 6

CONTAINING within the metes recited 4,350 square feet (0.0999 acre) of land, more or less.

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (2011). All coordinates are state plane on grid. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001365060.

7.15.15

Dustin D. Davison, R.P.L.S.
Texas Registration No. 6451

Date

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12801 N. Central Expressway
Suite 1250
Dallas, Texas 75243
Ph. 214-739-3152



FOR SPRG USE ONLY

REVIEWED BY: JD

DATE: 7/15/2015

SPRG. NO. 3282

N

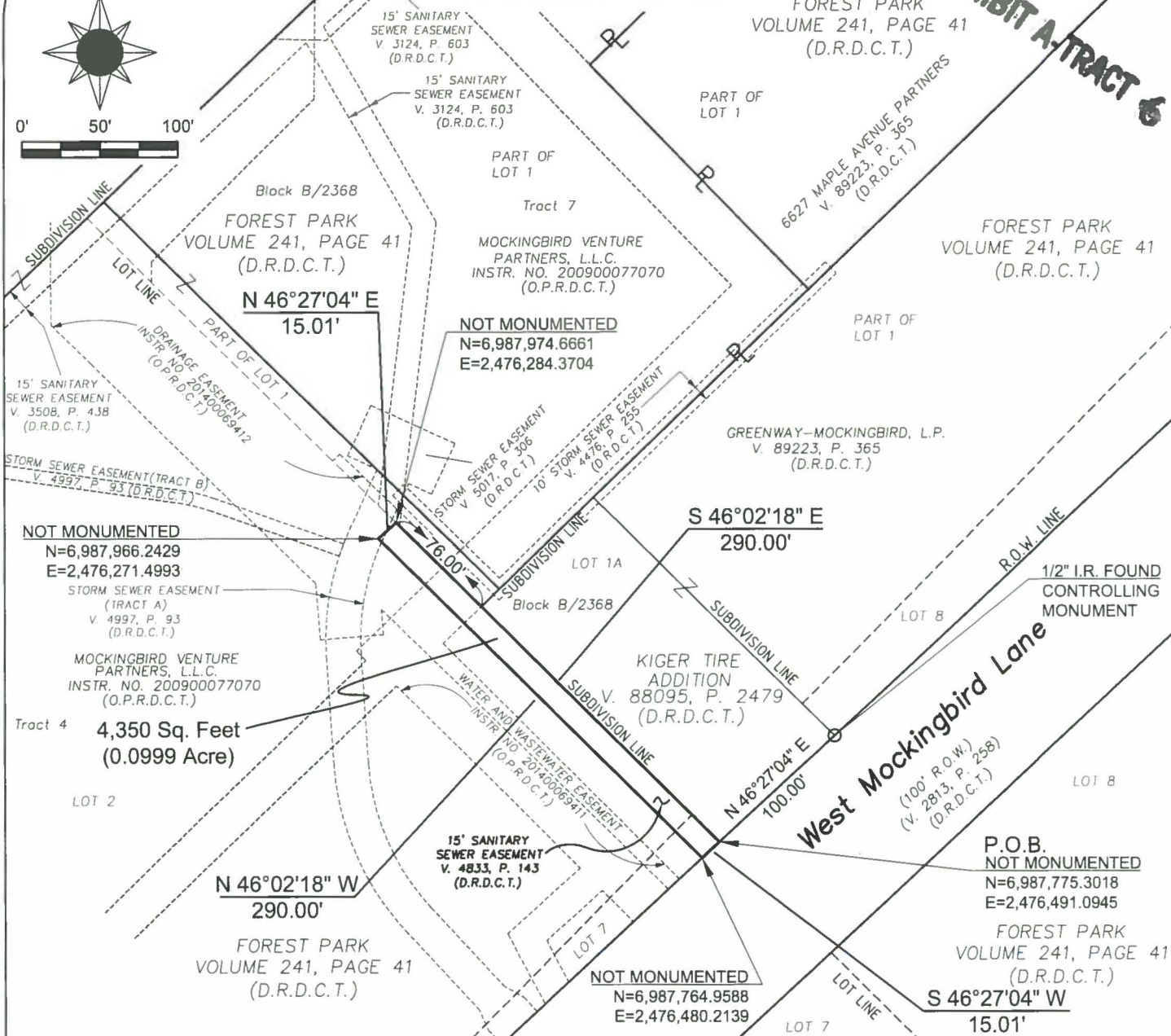
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MILES BENNETT SURVEY,
ABSTRACT NO. 52

Block B/2368

FOREST PARK
VOLUME 241, PAGE 41
(D.R.D.C.T.)

EXHIBIT A-TRACT 6



FOR SPRG USE ONLY

REVIEWED BY: JDDATE: 7/15/2015

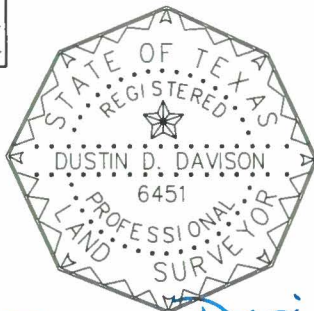
SPRG. NO. 3282

LEGEND

These standard symbols can be found in this drawing.

- R - PROPERTY LINE
 O - MONUMENT FOUND (SIZE AND TYPE NOTED)
 Z - ADJOINING OWNERSHIP

V. - VOLUME
 P. - PAGE
 R.O.W. - RIGHT OF WAY
 INSTR. NO. - INSTRUMENT NUMBER
 SQ. - SQUARE
 P.O.B. - POINT OF BEGINNING
 I. R. - IRON ROD
 (D.R.D.C.T.) - DEED RECORDS DALLAS COUNTY, TEXAS
 (M.R.D.C.T.) - MAP RECORDS DALLAS COUNTY, TEXAS
 (O.P.R.D.C.T.) - OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS



Dustin D. Davison
7.15.15

SANITARY SEWER EASEMENT ABANDONMENT
PART OF LOT 2 AND LOT 7, CITY BLOCK B/2368
FOREST PARK, MILES BENNETT SURVEY
ABSTRACT NO. 52, CITY OF DALLAS
DALLAS COUNTY, TEXAS

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983, (2011). ALL COORDINATES ARE STATE PLANE ON GRID. ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.0001365060.

DRAWN BY:	R. WALDRIP	DATE:	JULY 15, 2015
CHECKED BY:	C. CLARK	SCALE:	1 INCH = 100 FEET
JOB NUMBER:	301-12-022	SHEET:	3 OF 3

ARS Engineers, Inc.

12801 N. Central Expressway, Suite 1250
 Dallas, Texas 75243
 Phone: (214) 739-3152 Fax: (214) 739-3169

WATER AND WASTEWATER EASEMENT ABANDONMENT

SITUATED IN PART OF LOTS 2 & 7,

BLOCK B/2368, FOREST PARK

MILES BENNETT SURVEY, ABSTRACT NO. 52

CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A-TRACT 7

BEING a 1,923 square foot (0.044 acre) tract of land situated in the Miles Bennett Survey, Abstract No. 52, Dallas County, Texas and in City of Dallas Block B/2368 of the Block Numbers of the City of Dallas; and being part of Lots 2 and 7, Block B/2368, Forest Park, an addition to Dallas County, (annexed to the City of Dallas by Ordinance 3626) according to the plat recorded in Volume 241, Page 41 of the Deed Records of Dallas County, Texas; and being part of that tract of land described as Tract 4 in Special Warranty Deed to Mockingbird Venture Partners, L.L.C recorded in Instrument No. 200900077070 of the Official Public Records of Dallas County, Texas; and being part of a Water and Waste Water Easement to the City of Dallas, created and recorded in Instrument No. 201400069411, Official Public Records, Dallas County, Texas; and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found in the northwest right-of-way line of Mockingbird Lane (a 100-foot right-of-way) and being the south corner of Lot 1A, Block B/2368 of Kiger Tire Addition, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 88095, Page 2479, Deed Records, Dallas County, Texas, from which a PK nail found for the east corner of said Lot 1A, bears North 47°03'22" East, 100.05 feet;

THENCE with said northwest right-of-way line of Mockingbird Lane, South 46°27'54" West, a distance of 134.34 to a point in the southeast line of said water and waste water easement and being the **POINT OF BEGINNING**;

THENCE continuing with said northwest right-of-way line of Mockingbird Lane and with said southeast line of the water and waste water easement, South 46°27'54" West, a distance of 20.69 feet to a south corner of said water and waste water easement;

THENCE departing said northwest right-of-way line, and with a southwest and northwest line of said water and waste water easement, the following courses and distances:

North 28°44'24" West, a distance of 51.53 feet to a point for corner;

North 47°42'28" East, a distance of 62.43 feet to a point for corner;

THENCE departing said northwest line of the water and waste water easement, South 45°34'23" East, a distance of 20.03 feet to a point for corner in said southeast line of the water and waste water easement;

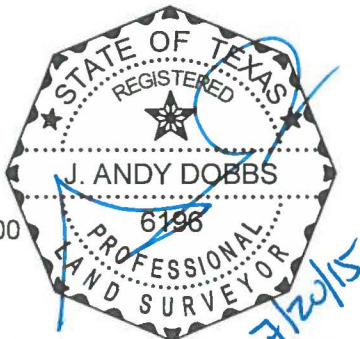
THENCE with said southeast line of the water and waste water easement, the following courses and distance:

South 47°42'28" West, a distance of 47.83 feet to a point for corner;

South 28°44'24" East, a distance of 30.49 feet to the **POINT OF BEGINNING** and containing 1,923 square feet or 0.044 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com



(For SPRG use only)

Reviewed By: JD

Date: 7/23/2015

SPRG NO: 3284

Kimley»Horn

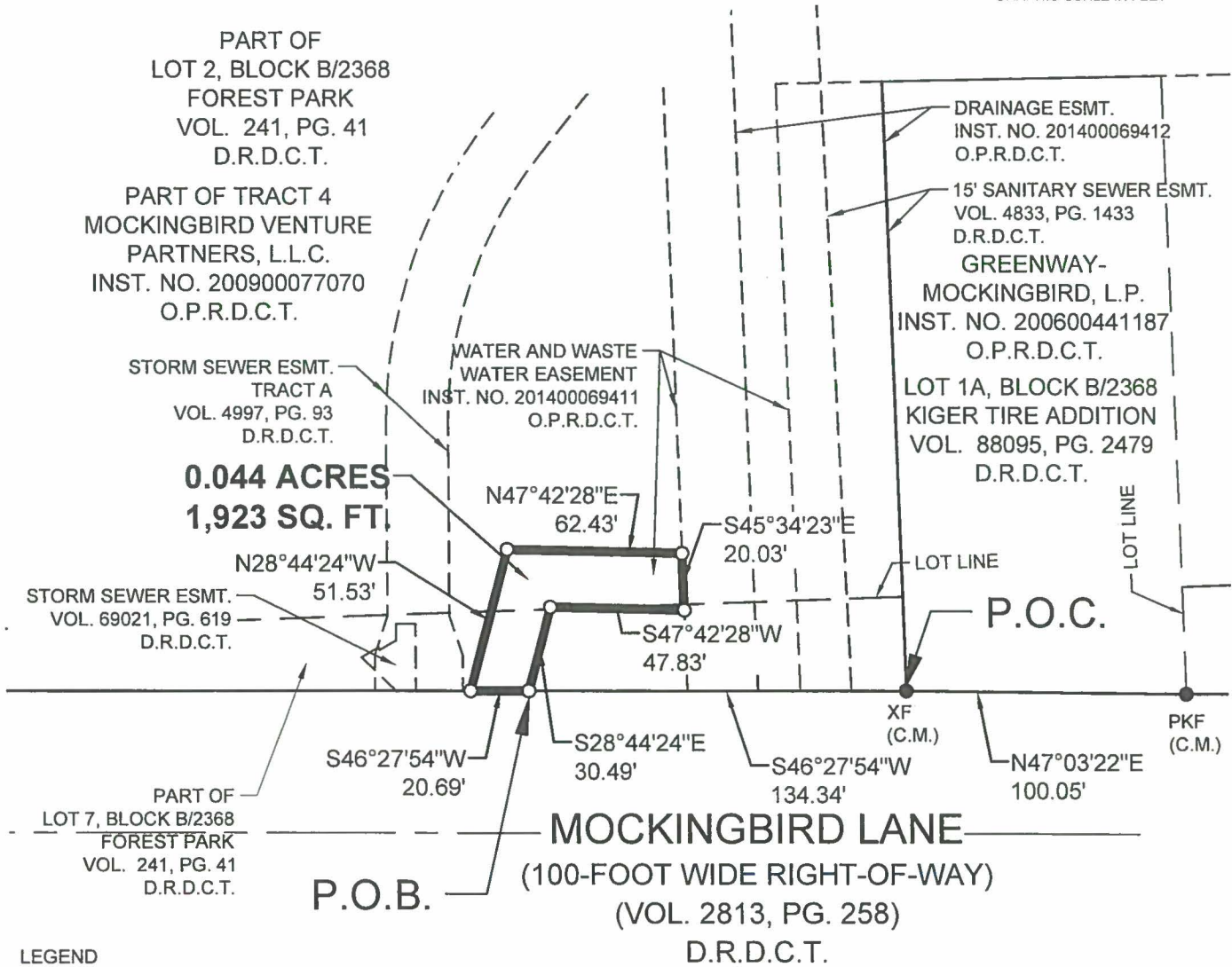
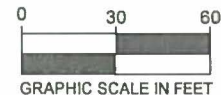
12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	JAD	FEB 2015	064271011	1 OF 2

**WATER AND WASTEWATER EASEMENT ABANDONMENT
SITUATED IN PART OF LOTS 2 & 7,
BLOCK B/2368, FOREST PARK
MILES BENNETT SURVEY, ABSTRACT NO. 52
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



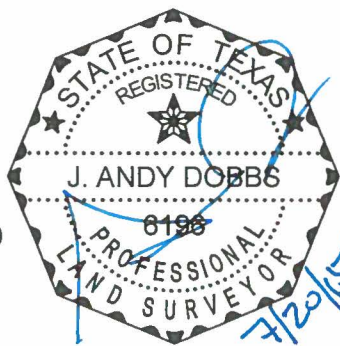
LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
VOL. = VOLUME, PG. = PAGE
INST. NO. = INSTRUMENT NUMBER
SQ. FT. = SQUARE FEET
PKF = PK NAIL FOUND
XF = "X" CUT IN CONCRETE FND
C.M. = CONTROLLING MONUMENT

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

J. ANDY DOBBS
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andy.dobbs@kimley-horn.com



(For SPRG use only)

Reviewed By: JD

Date: 7/23/2015

SPRG NO: 3284

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	DWP	JAD	FEB 2015	064271011	2 OF 2

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Water Utilities

CMO: Mark McDaniel, 670-3256

MAPSCO: All

SUBJECT

Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

These contracts consist of construction materials testing services for the installation of water and wastewater mains throughout the City's water distribution system, wastewater collection system, and capital improvement projects at water and wastewater treatment facilities. Construction materials testing is required to ensure the installation meets project requirements and specifications. Testing services include soil and base material testing, in-place density and compaction testing, aggregate testing, concrete testing, asphaltic concrete testing, coring services, nondestructive testing, and other quality assurance related services as needed.

BACKGROUND (Continued)

A total of 12 firms were selected to perform on-call construction materials testing services based on submitted qualifications and past performance. The contracts will cover a period of three years and provide necessary testing services for an estimated 165 miles of water and wastewater main replacements valued at over \$215,000,000. In addition, the contracts will also be used for water and wastewater treatment facilities capital improvement projects valued at over \$160,000,000 and \$120,000,000, respectively.

ESTIMATED SCHEDULE OF PROJECT

Begin Testing Services	June 2016
Complete Testing Services	June 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation & Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

\$2,735,155.50 - Water Utilities Capital Construction Funds

East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc.
Contract No.16-123/124E - \$241,350.00

Alpha Testing, Inc.
Contract No. 16-128E - \$200,000.00

TEAM Consultants, Inc.
Contract No. 16-130E - \$200,000.00

Mas-Tek Engineering & Associates, Inc.
Contract No. 16-133/134E - \$252,000.00

Giles Engineering Associates, Inc.
Contract No. 16-135/136E - \$252,000.00

Alliance Geotechnical Group, Inc.
Contract No. 16-137/138E - \$320,325.00

Fugro Consultants, Inc.
Contract No. 16-139/140E - \$252,385.00

FISCAL INFORMATION (Continued)

Southwestern Testing Laboratories, L.L.C., dba STL Engineers

Contract No. 16-141/142E - \$253,142.50

Professional Service Industries, Inc.

Contract No. 16-143/144E - \$263,953.00

Kleinfelder, Inc.

Contract No. 16-145E - \$150,000.00

Terracon Consultants, Inc.

Contract No. 16-147E - \$200,000.00

HVJ Associates, Inc.

Contract No. 16-149E - \$150,000.00

M/WBE INFORMATION

See Attached.

ETHNIC COMPOSITION

East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc.

Hispanic Female	0	Hispanic Male	1
Black Female	0	Black Male	2
White Female	2	White Male	12
Other Female	0	Other Male	0

Alpha Testing, Inc.

Hispanic Female	12	Hispanic Male	67
Black Female	5	Black Male	29
White Female	25	White Male	135
Other Female	3	Other Male	13

TEAM Consultants, Inc.

Hispanic Female	1	Hispanic Male	6
Black Female	1	Black Male	6
White Female	5	White Male	19
Other Female	0	Other Male	0

ETHNIC COMPOSITION (Continued)

Mas-Tek Engineering & Associates, Inc.

Hispanic Female	0	Hispanic Male	1
Black Female	4	Black Male	7
White Female	1	White Male	1
Other Female	0	Other Male	4

Giles Engineering Associates, Inc.

Hispanic Female	1	Hispanic Male	4
Black Female	1	Black Male	3
White Female	12	White Male	42
Other Female	0	Other Male	0

Alliance Geotechnical Group, Inc.

Hispanic Female	2	Hispanic Male	18
Black Female	0	Black Male	17
White Female	10	White Male	56
Other Female	0	Other Male	2

Fugro Consultants, Inc.

Hispanic Female	3	Hispanic Male	3
Black Female	1	Black Male	2
White Female	1	White Male	8
Other Female	0	Other Male	4

Southwestern Testing Laboratories, L.L.C., dba STL Engineers

Hispanic Female	6	Hispanic Male	11
Black Female	0	Black Male	16
White Female	6	White Male	36
Other Female	1	Other Male	4

Professional Service Industries, Inc.

Hispanic Female	48	Hispanic Male	201
Black Female	22	Black Male	136
White Female	270	White Male	1,225
Other Female	18	Other Male	83

ETHNIC COMPOSITION (Continued)

Kleinfelder, Inc.

Hispanic Female	0	Hispanic Male	5
Black Female	0	Black Male	4
White Female	12	White Male	25
Other Female	0	Other Male	6

Terracon Consultants, Inc.

Hispanic Female	5	Hispanic Male	14
Black Female	5	Black Male	7
White Female	17	White Male	71
Other Female	0	Other Male	11

HVJ Associates, Inc.

Hispanic Female	3	Hispanic Male	8
Black Female	3	Black Male	6
White Female	9	White Male	39
Other Female	3	Other Male	21

OWNERS

East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc.

Douglas E. Flatt, Chief Executive Officer

Alpha Testing, Inc.

Jim Hillhouse, P.E., Chairman

TEAM Consultants, Inc.

Andrew Pietrzak, P.E., President

Mas-Tek Engineering & Associates, Inc.

Stephen Douglas Mason, President

Giles Engineering Associates, Inc.

Terry L. Giles, P.E., G.E.A., REA II, President

OWNERS (Continued)

Alliance Geotechnical Group, Inc.

Robert P. Nance, President

Fugro Consultants, Inc.

Recep Yilmaz, President

Southwestern Testing Laboratories, L.L.C., dba STL Engineers

Arcilia Acosta, President and Chief Executive Officer

Professional Service Industries, Inc.

Murray R. Savage, Chief Executive Officer

Kleinfelder, Inc.

Roger Johnson, Chairman, Board of Directors

Terracon Consultants, Inc.

David R. Gaboury, President

HVJ Associates, Inc.

Herbert V. Johnson, P.E., President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultants.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$33,789.00	14.00%
Total non-local contracts	\$207,561.00	86.00%
TOTAL CONTRACT	<u>\$241,350.00</u>	<u>100.00%</u>

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates	BMMB61733N0516	\$33,789.00	100.00%
Total Minority - Local		<u>\$33,789.00</u>	<u>100.00%</u>

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
PaveTex Engineering & Testing, Inc.	HMDB5413800418	\$28,962.00	13.95%
Total Minority - Non-local		<u>\$28,962.00</u>	<u>13.95%</u>

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$33,789.00	100.00%	\$33,789.00	14.00%
Hispanic American	\$0.00	0.00%	\$28,962.00	12.00%
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%
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Total	\$33,789.00	100.00%	\$62,751.00	26.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$200,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	<u>\$200,000.00</u>	<u>100.00%</u>

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
T. Smith Inspection & Testing Services, LLC	BMDB72436Y0616	\$52,000.00	26.00%
Total Minority - Local		<u>\$52,000.00</u>	<u>26.00%</u>

Non-Local Contractors / Sub-Contractors

None

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$52,000.00	26.00%	\$52,000.00	26.00%
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%
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Total	\$52,000.00	26.00%	\$52,000.00	26.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$200,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$200,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates, Inc.	BMMB61733N0516	\$40,000.00	20.00%
STL Engineers	HFDB64801Y0416	\$9,670.00	4.83%
XENCO	HMMB63633Y1116	\$1,650.00	0.83%
Total Minority - Local		\$51,320.00	25.66%

Non-Local Contractors / Sub-Contractors

None

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$40,000.00	20.00%	\$40,000.00	20.00%
Hispanic American	\$11,320.00	5.66%	\$11,320.00	5.66%
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%
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Total	\$51,320.00	25.66%	\$51,320.00	25.66%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

Mas-Tek Engineering & Associates, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultant.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$252,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$252,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Mas-Tek Engineering & Associates, Inc.	BMDB64774Y0416	\$187,336.80	74.34%
T. Smith Inspection & Testing (TSIT)	BMDB72436Y0616	\$64,663.20	25.66%
Total Minority - Local		\$252,000.00	100.00%

Non-Local Contractors / Sub-Contractors

None

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$252,000.00	100.00%	\$252,000.00	100.00%
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%
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Total	\$252,000.00	100.00%	\$252,000.00	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$252,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$252,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Globe Engineers, Inc.	WFDB30120Y1216	\$64,667.50	25.66%
Total Minority - Local		\$64,667.50	25.66%

Non-Local Contractors / Sub-Contractors

None

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$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	\$64,667.50	25.66%	\$64,667.50	25.66%
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Total	\$64,667.50	25.66%	\$64,667.50	25.66%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$204,047.02	63.70%
Total non-local contracts	\$116,277.98	36.30%
TOTAL CONTRACT	\$320,325.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Alliance Geotechnical Group, Inc.	BMDB94986Y0117	\$204,047.02	100.00%
Total Minority - Local		\$204,047.02	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
InTec	IMDFW217990816	\$116,277.98	100.00%
Total Minority - Non-local		\$116,277.98	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$204,047.02	100.00%	\$204,047.02	63.70%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$116,277.98	36.30%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
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Total	\$204,047.02	100.00%	\$320,325.00	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$252,385.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	<u>\$252,385.00</u>	<u>100.00%</u>

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
STL Engineers	HFDB64801Y0416	\$75,715.50	30.00%
Total Minority - Local		<u>\$75,715.50</u>	<u>30.00%</u>

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$75,715.50	30.00%	\$75,715.50	30.00%
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>\$75,715.50</u>	<u>30.00%</u>	<u>\$75,715.50</u>	<u>30.00%</u>

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

Southwestern Testing Laboratories, L.L.C., dba STL Engineers is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultant.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$253,142.50	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$253,142.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Southwestern Testing Laboratories, L.L.C.	HFDB64801Y0416	\$188,186.13	74.34%
GEOTEL Engineering	PMDB64524Y0316	\$64,956.37	25.66%
Total Minority - Local		\$253,142.50	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$188,186.13	74.34%	\$188,186.13	74.34%
Asian American	\$64,956.37	25.66%	\$64,956.37	25.66%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
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Total	\$253,142.50	100.00%	\$253,142.50	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

Professional Service Industries, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultant.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$263,953.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$263,953.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
T. Smith Inspection & Testing, LLC	BMDB72436Y0616	\$67,730.34	25.66%
Total Minority - Local		\$67,730.34	25.66%

Non-Local Contractors / Sub-Contractors

None

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$67,730.34	25.66%	\$67,730.34	25.66%
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%
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Total	\$67,730.34	25.66%	\$67,730.34	25.66%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$150,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$150,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates, Inc.	BMMB61733N0516	\$38,490.00	25.66%
Total Minority - Local		\$38,490.00	25.66%

Non-Local Contractors / Sub-Contractors

None

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

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TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$38,490.00	25.66%	\$38,490.00	25.66%
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%
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Total	\$38,490.00	25.66%	\$38,490.00	25.66%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$200,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$200,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
GLOBE Engineers, Inc.	WFDB30120Y1216	\$51,320.00	25.66%
Total Minority - Local		\$51,320.00	25.66%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

Page 2

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$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	\$51,320.00	25.66%	\$51,320.00	25.66%
Total	\$51,320.00	25.66%	\$51,320.00	25.66%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize professional services contracts with 12 consulting firms to provide construction materials testing services during the installation of water and wastewater mains, and capital improvement projects at water and wastewater treatment facilities - East Texas Testing Laboratory, Inc., dba ETTL Engineers & Consultants, Inc., in the amount of \$241,350, Alpha Testing, Inc., in the amount of \$200,000, TEAM Consultants, Inc., in the amount of \$200,000, Mas-Tek Engineering & Associates, Inc., in the amount of \$252,000, Giles Engineering Associates, Inc., in the amount of \$252,000, Alliance Geotechnical Group, Inc., in the amount of \$320,325, Fugro Consultants, Inc., in the amount of \$252,385, Southwestern Testing Laboratories, L.L.C., dba STL Engineers, in the amount of \$253,143, Professional Service Industries, Inc., in the amount of \$263,953, Kleinfelder, Inc., in the amount of \$150,000, Terracon Consultants, Inc., in the amount of \$200,000, and HVJ Associates, Inc., in the amount of \$150,000 - Total not to exceed \$2,735,156 - Financing: Water Utilities Capital Construction Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$138,000.00	92.00%
Total non-local contracts	\$12,000.00	8.00%
TOTAL CONTRACT	\$150,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates, Inc.	BMMB61733N0516	\$105,000.00	76.09%
T. Smith Inspection & Testing, LLC	BMDB72436Y0616	\$27,000.00	19.57%
Total Minority - Local		\$132,000.00	95.65%

Non-Local Contractors / Sub-Contractors

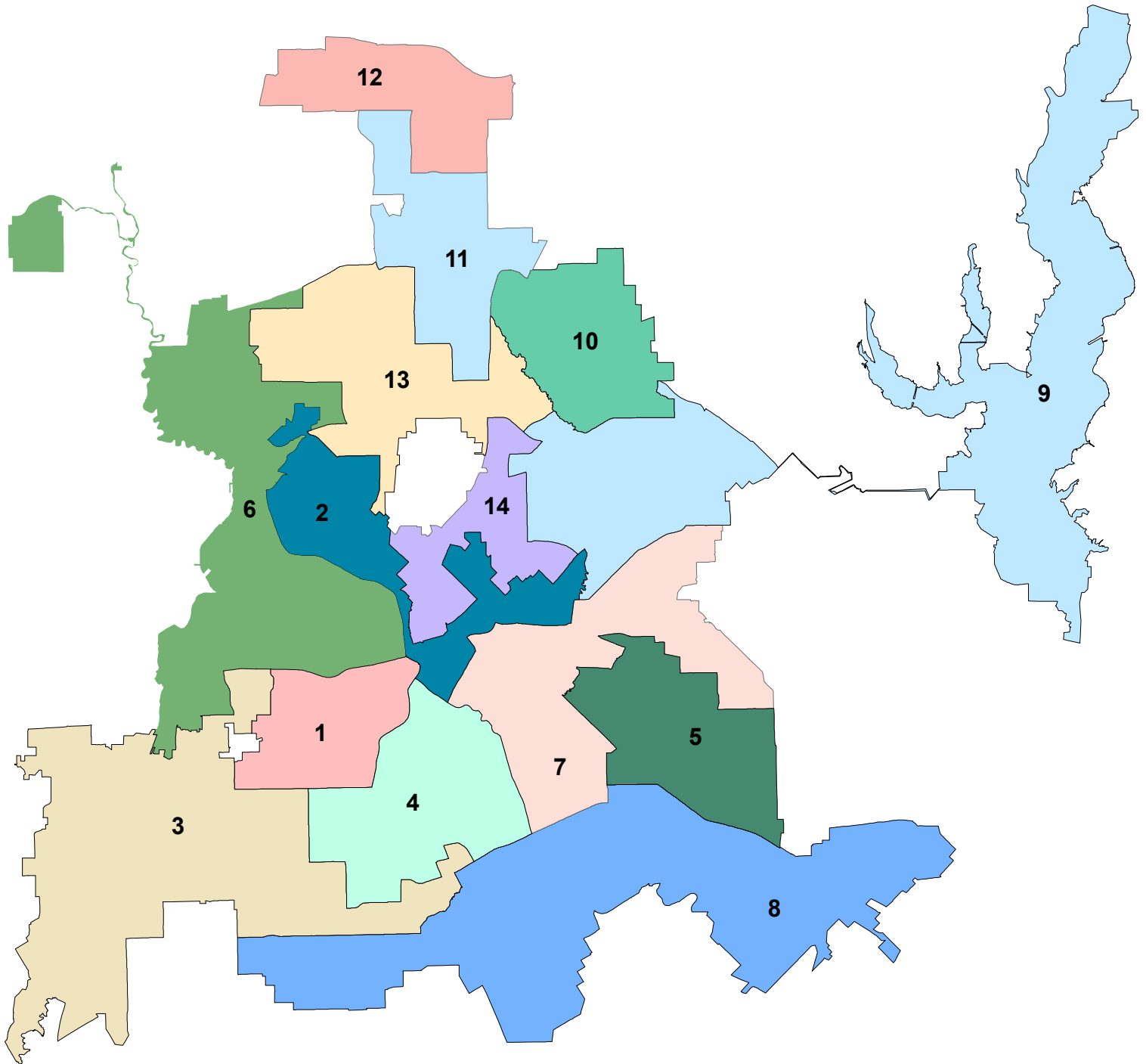
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
VRX, Inc.	WFDB63318Y0316	\$12,000.00	100.00%
Total Minority - Non-local		\$12,000.00	100.00%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

Page 2

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$132,000.00	95.65%	\$132,000.00	88.00%
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%	\$12,000.00	8.00%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$132,000.00	95.65%	\$144,000.00	96.00%



**Dallas Water Utilities
Construction Materials Testing Services**

May 11, 2016

WHEREAS, construction materials testing services are required during the installation of water and wastewater mains throughout the City's water distribution system, wastewater collection system, and for capital improvement projects at water and wastewater treatment facilities; and,

WHEREAS, construction materials testing services are required to ensure the installation meets project requirements and specifications; and,

WHEREAS, 12 engineering firms have submitted acceptable proposals to provide these engineering services.

Now, Therefore,

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

Section 1. That the proposals submitted by 12 consultants in the amount of \$2,735,155.50 be approved and the consultants be authorized to perform the required construction materials testing services.

Section 2. That the City Manager is hereby authorized to execute the contracts after they have been approved as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,735,155.50 from the Water Construction Fund and Wastewater Construction Fund as follows:

a. East Texas Testing Laboratory, Inc., dba E TTL Engineers & Consultants, Inc., 2000 East Randol Mill Road, Suite 613, Arlington, Texas 76011 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716123	CT-DWU716123EN	500059

(Contract No. 16-123E) - \$144,810.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716124	CT-DWU716124EN	500059

(Contract No. 16-124E) - \$96,540.00

May 11, 2016

b. Alpha Testing, Inc., 2209 Wisconsin Street, Suite 100, Dallas, Texas 75229 to provide construction materials testing services for ongoing and upcoming projects at water and wastewater facilities:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS50	4113	716128	CT-DWU716128EN	134532

(Contract No. 16-128E) - \$200,000.00

c. TEAM Consultants, Inc., 2970 South Walton Walker Boulevard, Suite 101, Dallas, Texas 75211 to provide construction materials testing services for ongoing and upcoming projects at water and wastewater facilities:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS30	4113	716130	CT-DWU716130EN	255849

(Contract No. 16-130E) - \$200,000.00

d. Mas-Tek Engineering & Associates, Inc., 5132 Sharp Street, Dallas, Texas 75247 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716133	CT-DWU716133EN	350688

(Contract No. 16-133E) - \$151,200.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716134	CT-DWU716134EN	350688

(Contract No. 16-134E) - \$100,800.00

May 11, 2016

e. Giles Engineering Associates, Inc., 10553 Olympic Drive, Suite 102, Dallas, Texas 75220 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716135	CT-DWU716135EN	350698

(Contract No. 16-135E) - \$151,000.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716136	CT-DWU716136EN	350698

(Contract No. 16-136E) - \$101,000.00

f. Alliance Geotechnical Group, Inc., 3228 Halifax Street, Dallas, Texas 75247 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716137	CT-DWU716137EN	338366

(Contract No. 16-137E) - \$202,195.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716138	CT-DWU716138EN	338366

(Contract No. 16-138E) - \$118,130.00

g. Fugro Consultants, Inc., 2880 Virgo Lane, Dallas, Texas 75229 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716139	CT-DWU716139EN	VC13328

(Contract No. 16-139E) - \$126,192.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716140	CT-DWU716140EN	VC13328

(Contract No. 16-140E) - \$126,193.00

May 11, 2016

h. Southwestern Testing Laboratories, L.L.C., dba STL Engineers, 1341 West Mockingbird Lane, Suite 1200W, Dallas, Texas 75247 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716141	CT-DWU716141EN	VS0000014302

(Contract No. 16-141E) - \$151,885.50

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716142	CT-DWU716142EN	VS0000014302

(Contract No. 16-142E) - \$101,257.00

i. Professional Service Industries, Inc., 310 Regal Row, Suite 500, Dallas, Texas 75247 to provide construction materials testing services during the installation of water and wastewater mains:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716143	CT-DWU716143EN	VS0000017524

(Contract No. 16-143E) - \$157,953.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4113	716144	CT-DWU716144EN	VS0000017524

(Contract No. 16-144E) - \$106,000.00

j. Kleinfelder, Inc., 7805 Mesquite Bend Drive, Suite 100, Irving, Texas 75063 to provide construction materials testing services for ongoing and upcoming projects at water and wastewater facilities:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW32	4113	716145	CT-DWU716145EN	VC15559

(Contract No. 16-145E) - \$150,000.00

May 11, 2016

k. Terracon Consultants, Inc., 8901 John W. Carpenter Freeway, Suite 100, Dallas, Texas 75247 to provide construction materials testing services for ongoing and upcoming projects at water and wastewater facilities:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW31	4113	716147	CT-DWU716147EN	341409

(Contract No. 16-147E) - \$200,000.00

l. HVJ Associates, Inc., 6120 South Dairy Ashford Road, Houston, Texas 77072 to provide construction materials testing services for ongoing and upcoming projects at water and wastewater facilities:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4113	716149	CT-DWU716149EN	VS0000015750

(Contract No. 16-149E) - \$150,000.00

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: May 11, 2016
COUNCIL DISTRICT(S): 4
DEPARTMENT: Water Utilities
CMO: Mark McDaniel, 670-3256
MAPSCO: 56 J

SUBJECT

Authorize an increase in the contract with Archer Western Construction, LLC for additional work associated with construction modifications to the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 - Not to exceed \$240,575, from \$18,316,000 to \$18,556,575 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

On September 10, 2014, the City Council authorized construction improvements to rehabilitate the existing White Rock Primary Clarifiers 1 - 6 at the Central Wastewater Treatment Plant. These clarifiers were constructed in the early 1960s and have experienced severe structural deterioration. This project will extend the life of the existing treatment process by repairing the concrete structural components and upgrading the mechanical, electrical, and instrumentation equipment. The repairs will eliminate the cost of building new clarifiers to maintain plant capacity.

Due to the plant's age and numerous projects over the years, underground site conditions have become congested resulting in unforeseen utility conflicts. This action will authorize additional work identified during the construction of the project to mitigate these conflicts. The additional work includes relocation of the proposed electrical building due to a conflict between the building's piers and an underground gravity wastewater line. This work also includes the addition of an underground vault under the electrical building to house the power and control cables feeding power to the primary clarifiers. The underground vault will reduce maintenance costs and improve worker safety.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2012
Completed Design	May 2014
Began Construction	November 2014
Complete Construction	November 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Jacobs Engineering Group Inc. to provide engineering services for the rehabilitation of the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 and the wastewater collection system Five Mile Junction Structure on January 25, 2012, by Resolution No. 12-0304.

Authorized Supplemental Agreement No. 1 with Jacobs Engineering Group Inc. to provide additional engineering services associated with the rehabilitation of the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 and the Five Mile Junction Structure on February 25, 2015, by Resolution No. 15-0393.

Authorized a contract with Archer Western Construction, LLC, for construction modifications to the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 and the wastewater collection system Five Mile Junction Structure on September 10, 2014, by Resolution No. 14-1484.

Information about this item will be provided to the Transportation & Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

\$240,574.22 - Water Utilities Capital Improvement Funds

Design	\$ 2,710,285.70
Supplemental Agreement No. 1	\$ 181,873.00
Construction Contract	\$18,316,000.00
Change Order No. 1 (this action)	<u>\$ 240,574.22</u>
Total Project Cost	\$21,448,732.92

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Archer Western Construction, LLC

Hispanic Female	17	Hispanic Male	758
Black Female	7	Black Male	92
White Female	32	White Male	374
Other Female	4	Other Male	33

OWNER

Archer Western Construction, LLC

Daniel P. Walsh, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Archer Western Construction, LLC for additional work associated with construction modifications to the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6 - Not to exceed \$240,575, from \$18,316,000 to \$18,556,575 - Financing: Water Utilities Capital Improvement Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$151,625.55	63.03%
Non-local contracts	\$88,948.67	36.97%
TOTAL THIS ACTION	\$240,574.22	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

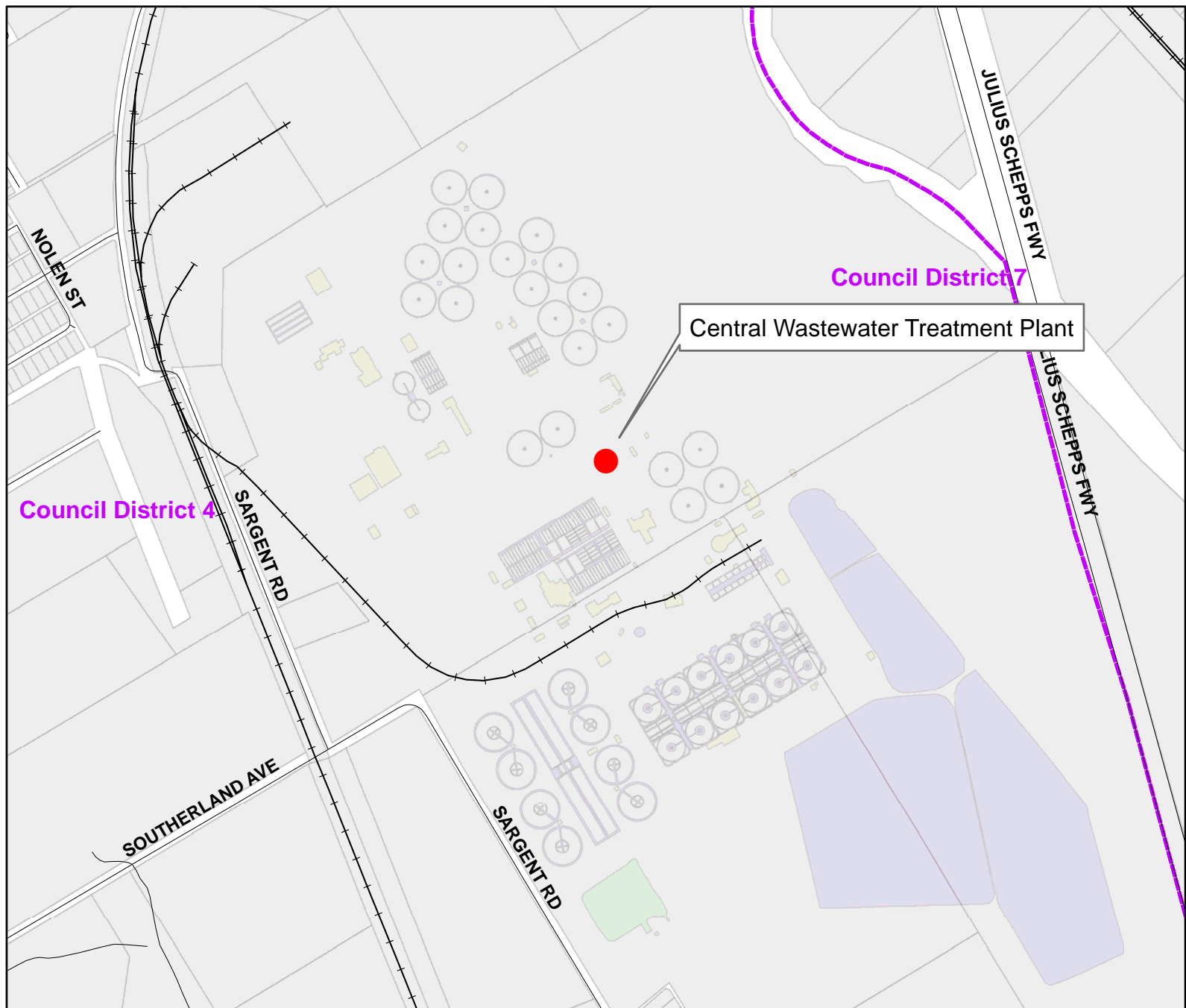
None

Non-Local Contractors / Sub-Contractors

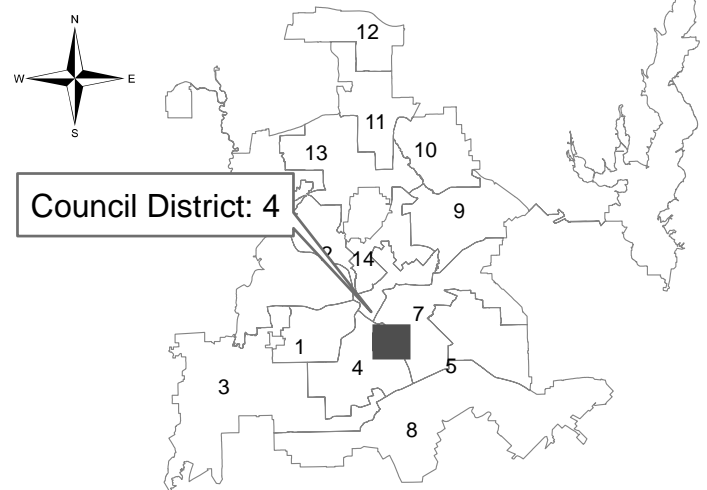
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Ram Tool Construction	WFWB61372N0416	\$30,000.00	33.73%
Ricochet Fuel Distributors, Inc.	WFWB63913Y0117	\$30,000.00	33.73%
MMG Building & Construction Services	WFWB62284N0616	\$3,000.00	3.37%
Total Minority - Non-local		\$63,000.00	70.83%

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%	\$27,952.00	0.15%
Hispanic American	\$0.00	0.00%	\$259,639.33	1.40%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$3,515,052.50	18.94%
WBE	\$63,000.00	26.19%	\$958,285.00	5.16%
Total	\$63,000.00	26.19%	\$4,760,928.83	25.66%



Mapsc0: 56 J



**Dallas Water Utilities
Contract No. 13-202, Change Order No. 1
White Rock Primary Clarifiers 1-6 Modifications
Central Wastewater Treatment Plant**

May 11, 2016

WHEREAS, on September 10, 2014, the City Council awarded Contract No. 13-202 in the amount of \$18,316,000.00, by Resolution No. 14-1484, to Archer Western Construction, LLC, for construction modifications to the Central Wastewater Treatment Plant White Rock Primary Clarifiers 1 - 6; and,

WHEREAS, during the course of construction, unforeseen site conditions concerning the utilities were identified, and additional work is necessary to relocate the proposed electrical building and build a utility vault underneath; and,

WHEREAS, Archer Western Construction, LLC, 1411 Greenway Drive, Irving, Texas 75038, has submitted an acceptable proposal for this additional work; and,

WHEREAS, Dallas Water Utilities recommends that Contract No. 13-202 be increased by \$240,574.22, from \$18,316,000.00 to \$18,556,574.22.

Now, Therefore,

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

Section 1. That the proposed Change Order No. 1 be accepted and that Contract No. 13-202 with Archer Western Construction, LLC, be revised accordingly.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$240,574.22 from the 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>
2116	DWU	PS30	4330	713202	CT-DWU713202CP	VS0000064407

Archer Western Construction, LLC - (Contract No. 13-202) - \$240,574.22

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

AGENDA ITEM # 41

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: May 11, 2016
COUNCIL DISTRICT(S): 10
DEPARTMENT: Water Utilities
CMO: Mark McDaniel, 670-3256
MAPSCO: 27 A B E F

SUBJECT

Authorize an increase in the contract with Oscar Renda Contracting, Inc. for pavement restoration work associated with the installation of water and wastewater mains at five locations (list attached) - Not to exceed \$64,910, from \$13,019,813 to \$13,084,723 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

On August 10, 2011, the City Council awarded a contract to Oscar Renda Contracting, Inc. for the installation of water and wastewater mains at 41 locations. During construction of the mains, unforeseen site conditions were encountered requiring additional paving. In several locations, the pavement and road base were thicker than anticipated, requiring more concrete than originally quantified for the project. At other locations, the extent of paving repairs was increased beyond the anticipated width, or required slurry seal surface treatment to restore the street to a condition that meets the requirements of the City of Dallas Pavement Cut and Repair Standards.

This action will authorize a more suitable riding surface for vehicles, as well as ensure that pavement restoration efforts are in compliance with City of Dallas standards.

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2005
Completed Design	January 2011
Begin Construction	May 2016
Complete Construction	June 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with GSWW, Inc. to provide engineering services for the replacement of water and wastewater mains in various locations on August 13, 2003, by Resolution No. 03-2094.

Authorized Supplemental Agreement No. 1 to the professional services contract with GSWW, Inc. for additional design of 35,265 feet of wastewater mains, and 4,808 feet of water mains in the Ferris Branch Creek, Jackson Branch Creek and surrounding area on October 27, 2004, by Resolution No. 04-3020.

Authorized Supplemental Agreement No. 2 to the professional services contract with Burgess & Niple, Inc., fka GSWW, Inc. for the additional design of 3,230 feet of wastewater mains in the Ferris Branch Creek, Jackson Branch Creek, and surrounding area on May 13, 2009, by Resolution No. 09-1200.

Authorized a contract with Oscar Renda Contracting, Inc. for the installation of water and wastewater mains at 41 locations on August 10, 2011, by Resolution No. 11-2022.

Information about this item will be provided to the Transportation & Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

\$64,910.00 - Water Utilities Capital Construction Funds

Design	\$ 1,392,000.00
Supplemental Agreement No. 1	\$ 469,576.30
Supplemental Agreement No. 2	\$ 99,365.00
Construction Contract	\$13,019,813.00
Change Order No. 1 (this action)	<u>\$ 64,910.00</u>
Total Project Cost	\$15,045,664.30

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Oscar Renda Contracting, Inc.

Hispanic Female	4	Hispanic Male	341
Black Female	1	Black Male	17
White Female	13	White Male	127
Other Female	0	Other Male	0

OWNER

Oscar Renda Contracting, Inc.

Frank Renda, President

MAPS

Attached

Pavement Restoration

District 10

Arbor Park Drive from Whitehurst Drive to Royal Lane
Branch Hollow Drive from Spring Hollow Drive southeast
Flint Falls Drive from Whitehurst Drive to Rocky Branch Drive
Rocky Branch Drive from Vista Oaks Drive to Flint Falls Drive
Spring Hollow Drive from Whitehurst Drive to Branch Hollow Drive

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Oscar Renda Contracting, Inc. for pavement restoration work associated with the installation of water and wastewater mains at five locations (list attached) - Not to exceed \$64,910, from \$13,019,813 to \$13,084,723 - Financing: Water Utilities Capital Construction Funds

Oscar Renda Contracting, Inc. 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 - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$3,677.48	5.67%
Non-local contracts	\$61,232.52	94.33%
TOTAL THIS ACTION	\$64,910.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

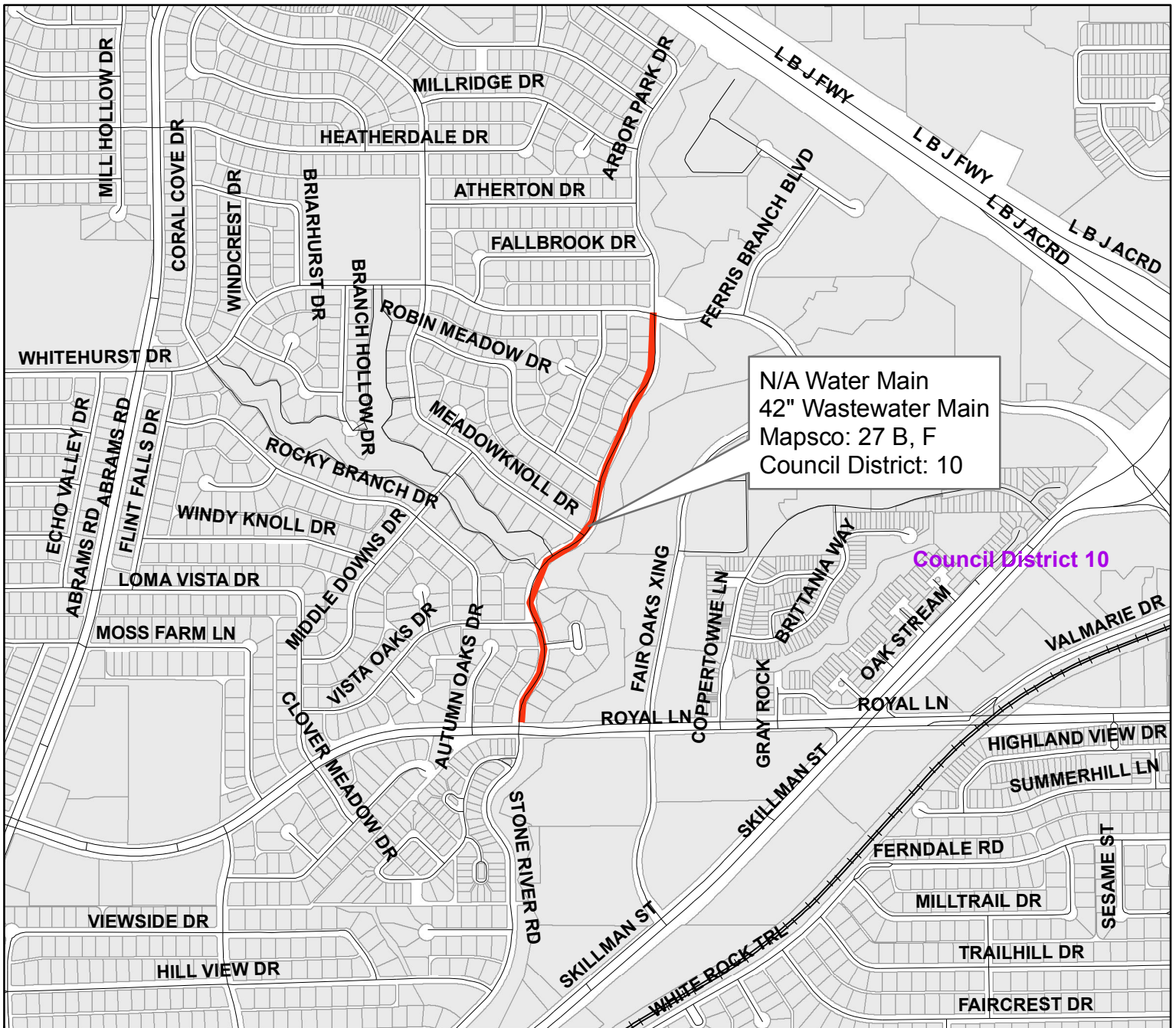
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Ram Tool Supply	WFWB61372N0416	\$3,677.48	100.00%
Total Minority - Local		\$3,677.48	100.00%

Non-Local Contractors / Sub-Contractors

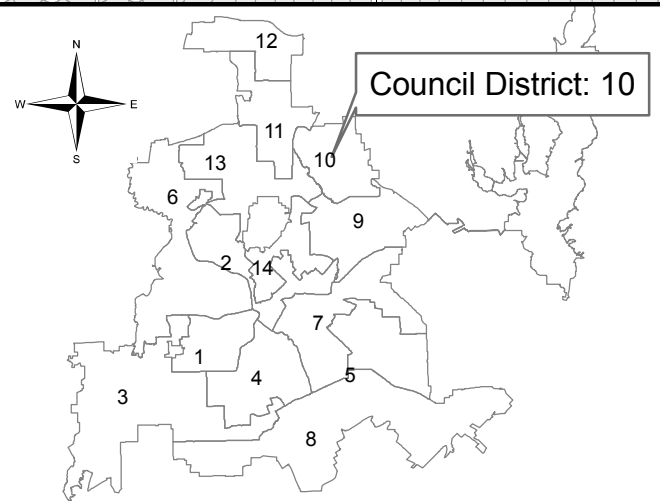
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Luis Moreno Trucking	HMDB33385Y0117	\$7,000.00	11.43%
Total Minority - Non-local		\$7,000.00	11.43%

TOTAL M/WBE PARTICIPATION

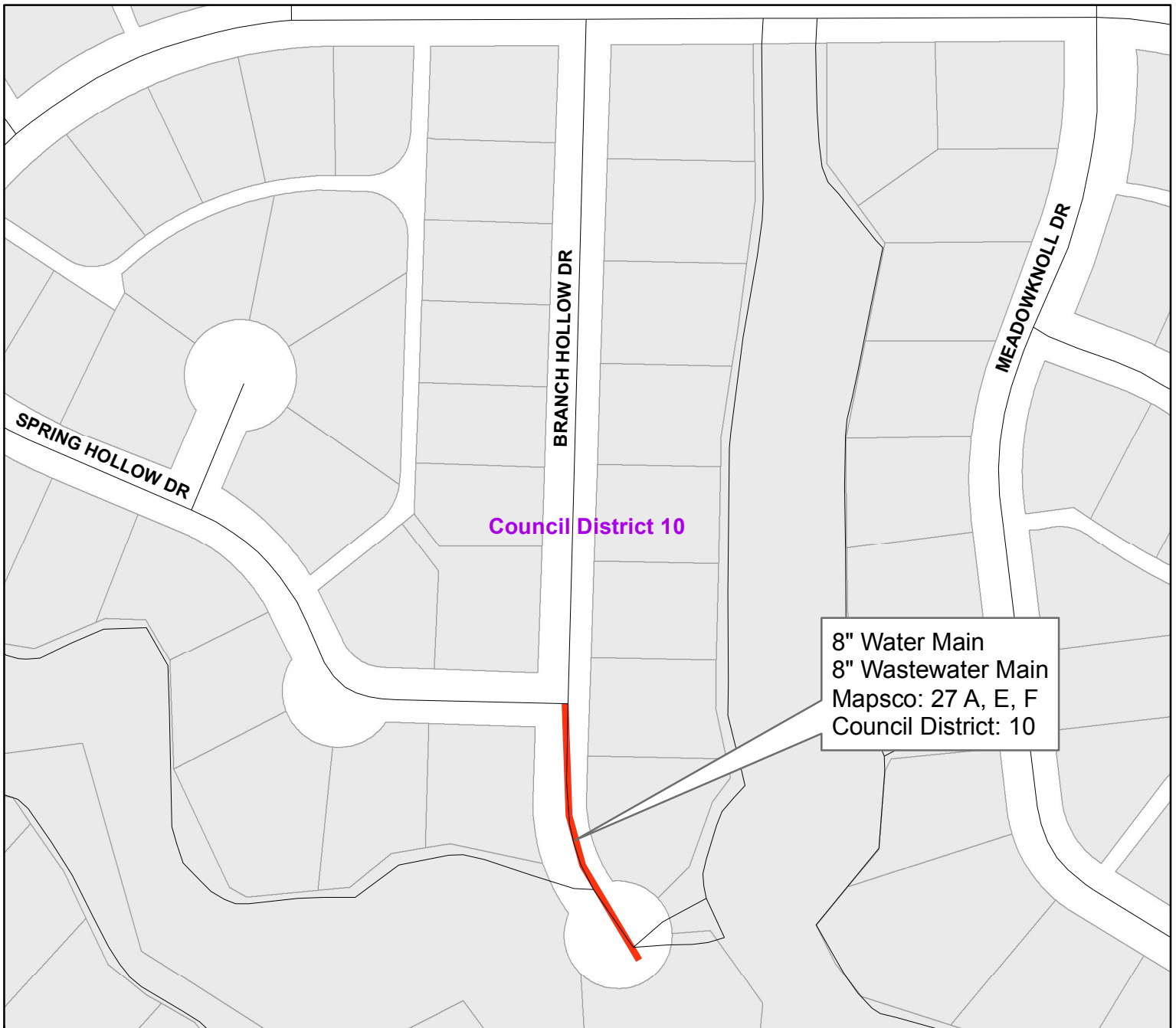
	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$12,000.00	0.09%
Hispanic American	\$7,000.00	10.78%	\$242,000.00	1.85%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$3,677.48	5.67%	\$3,033,444.48	23.18%
Total	\$10,677.48	16.45%	\$3,287,444.48	25.12%



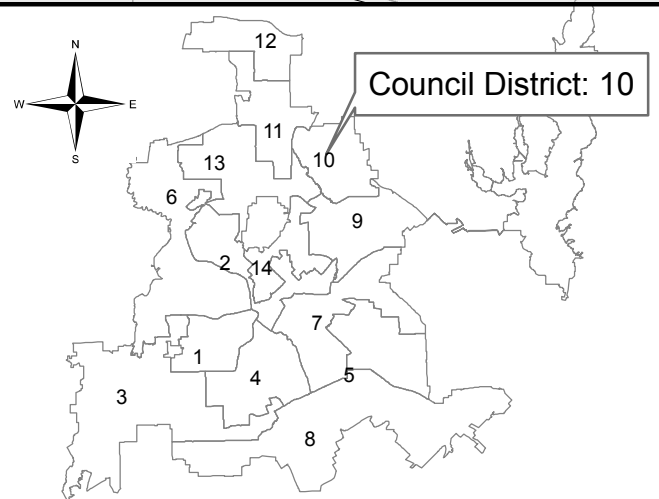
Arbor Park Drive
from Whitehurst Drive to Royal Lane



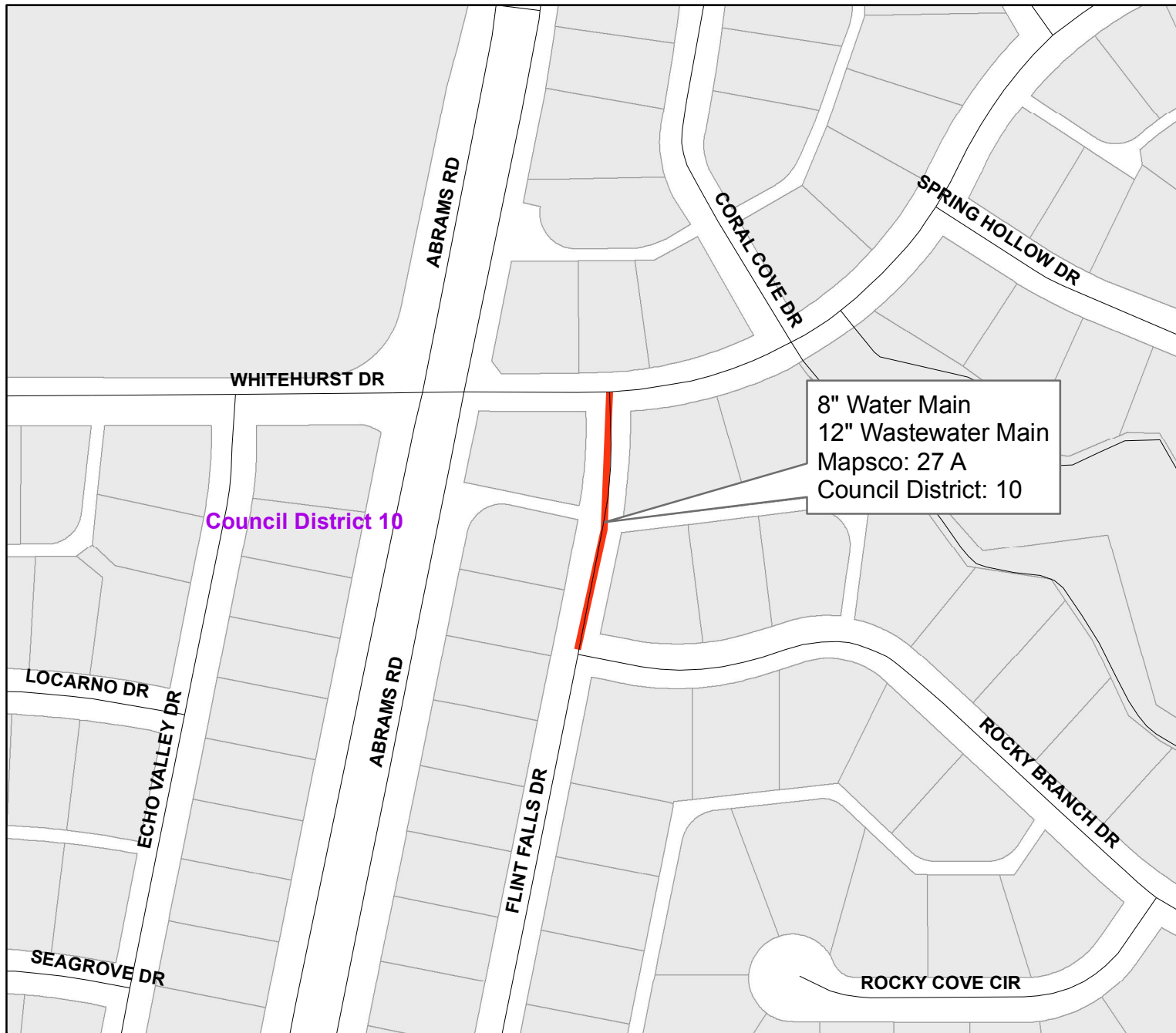
Dallas Water Utilities
 Contract No. 11-003/004, Change Order No. 1
 Water and Wastewater Main Installations



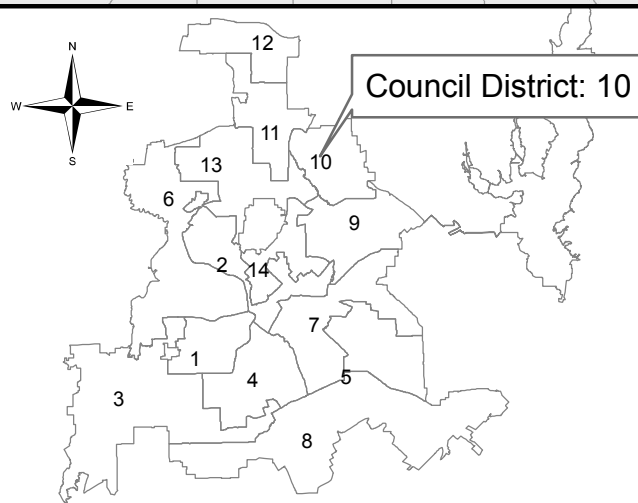
Branch Hollow Drive
from Spring Hollow Drive southeast



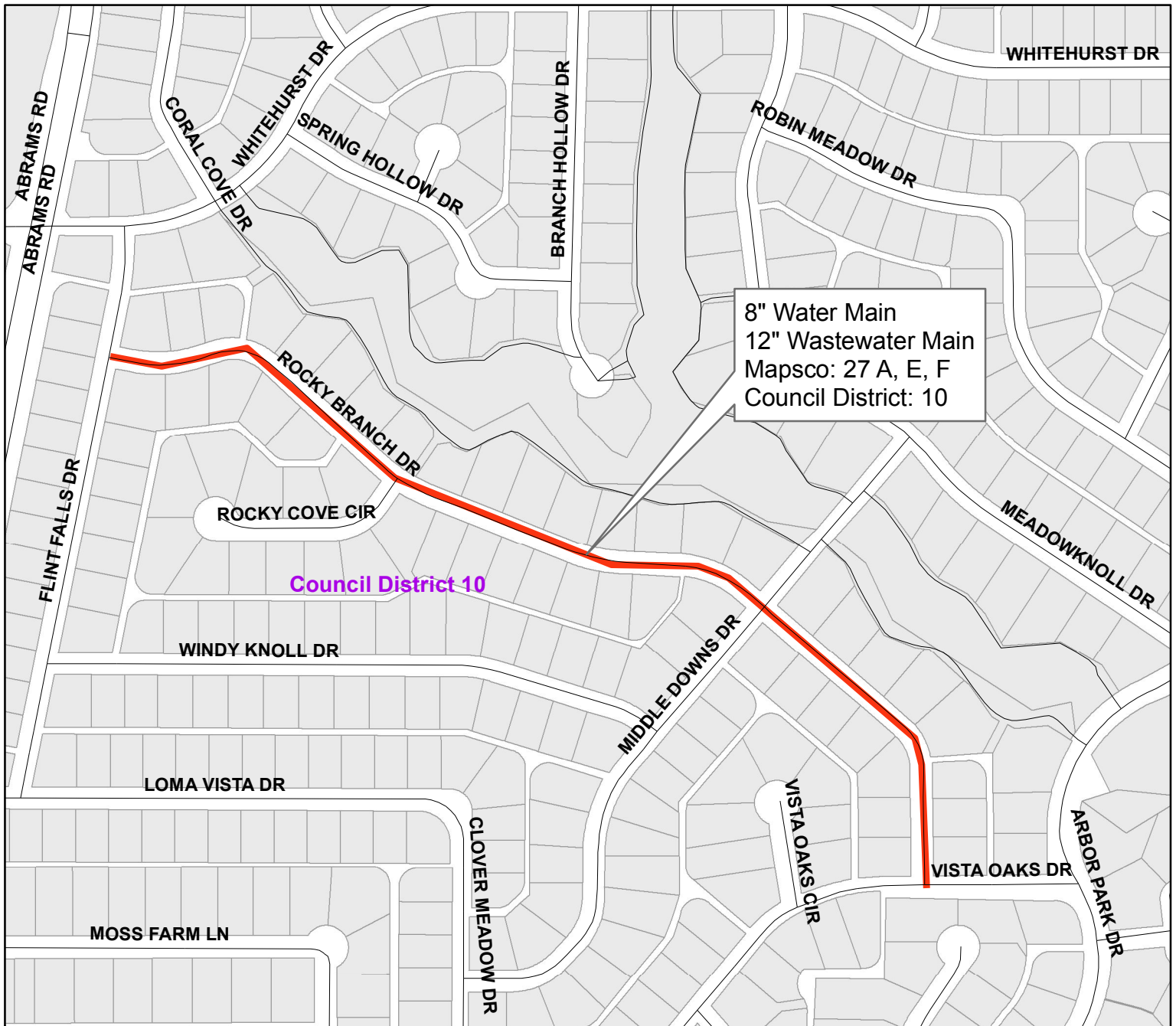
Dallas Water Utilities
Contract No. 11-003/004, Change Order No. 1
Water and Wastewater Main Installations



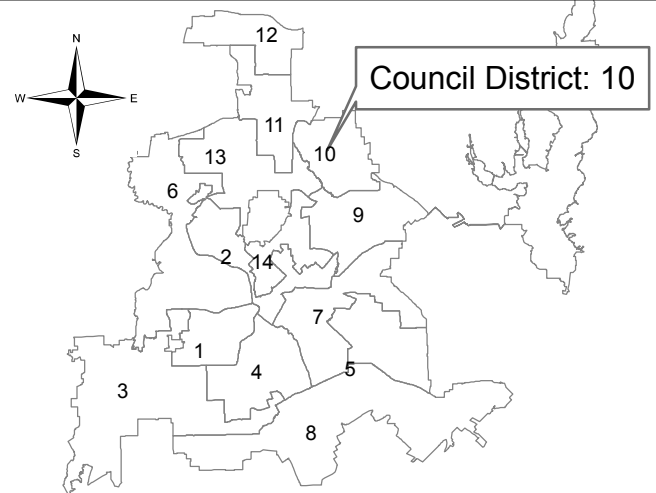
Flint Falls Drive
from Whitehurst Drive to Rocky Branch Drive



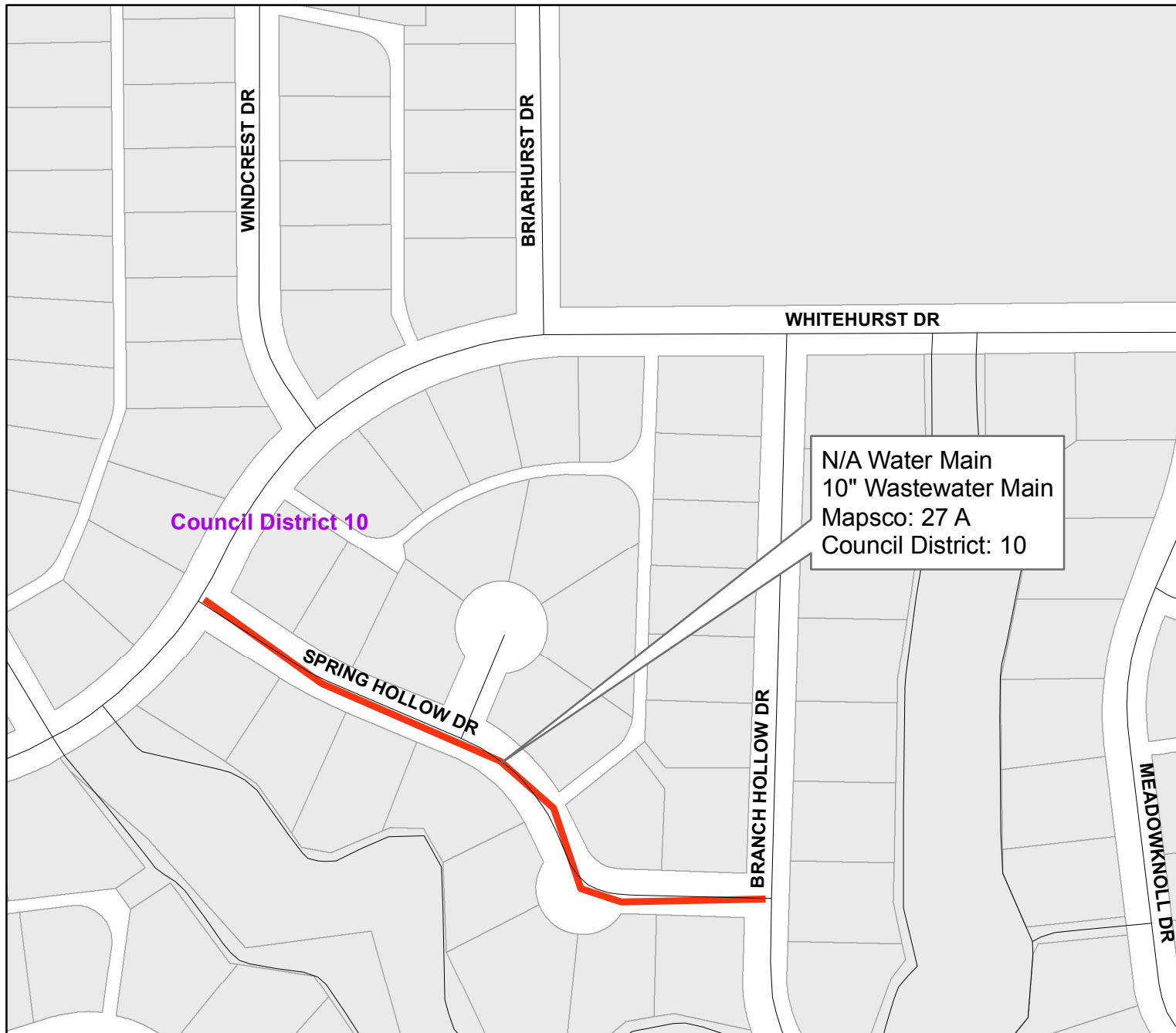
Dallas Water Utilities
Contract No. 11-003/004, Change Order No. 1
Water and Wastewater Main Installations



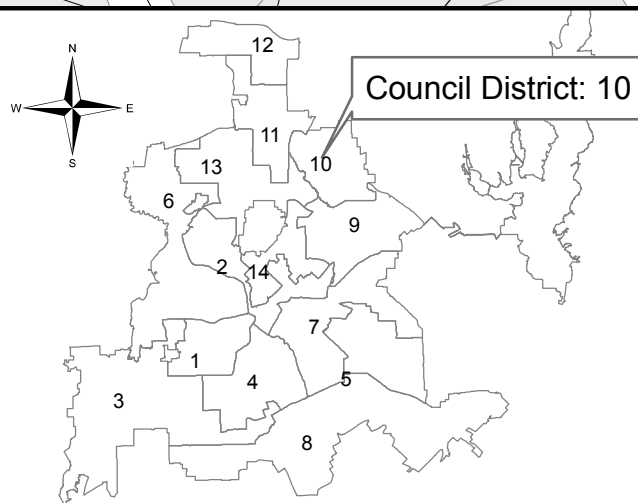
Rocky Branch Drive
from Vista Oaks Drive to Flint Falls Drive



Dallas Water Utilities
Contract No. 11-003/004, Change Order No. 1
Water and Wastewater Main Installations



Spring Hollow Drive
from Whitehurst Drive to Branch Hollow Drive



Dallas Water Utilities
Contract No. 11-003/004, Change Order No. 1
Water and Wastewater Main Installations

May 11, 2016

WHEREAS, on August 10, 2011, the City Council awarded Contract No. 11-003/004 in the amount of \$13,019,813.00, by Resolution No. 11-2022, to Oscar Renda Contracting, Inc., for the installation of water and wastewater mains at 41 locations; and,

WHEREAS, additional work is required to perform pavement restoration associated with the water and wastewater main installations in accordance with City of Dallas standards; and,

WHEREAS, Oscar Renda Contracting, Inc., 608 Henrietta Creek Road, Roanoke, Texas 76262, has submitted an acceptable proposal for this additional work; and,

WHEREAS, Dallas Water Utilities recommends that Contract No. 11-003/004 be increased by \$64,910.00, from \$13,019,813.00 to \$13,084,723.00.

Now, Therefore,

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

Section 1. That the proposed Change Order No. 1 be accepted and that Contract No. 11-003/004 with Oscar Renda Contracting, Inc., be revised accordingly.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$64,910.00 from the Water Construction Fund and Wastewater Construction Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW40	4550	711003	CT-DWU711003CP	244607

Oscar Renda Contracting, Inc. - (Contract No. 11-003) - \$835.00

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS40	4560	711004	CT-DWU711004CP	244607

Oscar Renda Contracting, Inc. - (Contract No. 11-004) - \$64,075.00

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: May 11, 2016
COUNCIL DISTRICT(S): 8
DEPARTMENT: Water Utilities
CMO: Mark McDaniel, 670-3256
MAPSCO: 79 C D

SUBJECT

Authorize Supplemental Agreement No. 1 to the engineering services contract with Gresham, Smith and Partners for additional engineering services for design and construction administration associated with major maintenance and rehabilitation improvements at the Southside Wastewater Treatment Plant - Not to exceed \$1,770,000, from \$1,498,958 to \$3,268,958 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action is the second of two planned awards for engineering services associated with major maintenance and rehabilitation improvements at the Southside Wastewater Treatment plant. The original contract identified replacement and rehabilitation alternatives for deteriorated equipment and infrastructure throughout the plant. This action includes detailed design and construction administration services associated with the prioritized improvements identified in the preliminary design report.

This action includes the replacement of various mechanical infrastructure throughout the plant, such as piping, valves and pumps that have reached the end of their useful life. This work also includes electrical improvements, including the replacement of variable frequency drives at the Influent Pump Station and Effluent Pump Station A. Also included are gravity belt thickener improvements at the Solids Handling and Thickening Facility to improve performance and decrease maintenance costs. This project was recommended in the 2010 Wastewater Treatment Facilities Strategic Plan.

ESTIMATED SCHEDULE OF PROJECT

Began Study	May 2015
Completed Study	February 2016
Begin Design	July 2016
Complete Design	June 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a engineering contract with Gresham, Smith and Partners to provide engineering services for an evaluation/study and preliminary design related to major maintenance and rehabilitation improvements at the Southside Wastewater Treatment Plant on May 13, 2015, by Resolution No. 15-0852.

Information about this item will be provided to the Transportation & Trinity River Project Committee on May 9, 2016.

FISCAL INFORMATION

\$1,770,000.00 - Water Utilities Capital Improvement Funds

Design	\$1,498,958.00
Supplemental Agreement No. 1 (this action)	<u>\$1,770,000.00</u>
Total Project Cost	\$3,268,958.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Gresham, Smith and Partners

Hispanic Female	11	Hispanic Male	27
Black Female	13	Black Male	19
White Female	226	White Male	410
Other Female	9	Other Male	17

OWNER

Gresham, Smith and Partners

James Bearden, Chief Executive Officer

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the engineering services contract with Gresham, Smith and Partners for additional engineering services for design and construction administration associated with major maintenance and rehabilitation improvements at the Southside Wastewater Treatment Plant - Not to exceed \$1,770,000, from \$1,498,958 to \$3,268,958 - Financing: Water Utilities Capital Improvement Funds

Gresham, Smith and Partners is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultants

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$1,770,000.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$1,770,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
2M Associates	IMDB36537Y0716	\$98,073.00	5.54%
Gupta & Associates, Inc.	PMMB62419Y0716	\$417,826.00	23.61%
Total Minority - Local		\$515,899.00	29.15%

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	\$0.00	0.00%	\$59,959.00	1.83%
Asian American	\$515,899.00	29.15%	\$845,669.80	25.87%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$515,899.00	29.15%	\$905,628.80	27.70%

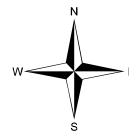
MIDDLEFIELD RD
JORDAN VALLEY RD

LOG CABIN RD

Council District 8

Southside Wastewater Treatment Plant

Mapsco: 79 C D



Council District: 8

Dallas Water Utilities
Contract No. 14-244E, Supplemental Agreement No. 1
Major Maintenance and Rehabilitation Improvements
Southside Wastewater Treatment Plant

May 11, 2016

WHEREAS, on May 13, 2015, the City Council awarded Contract No. 14-244E in the amount of \$1,498,958.00, by Resolution No. 15-0852, to Gresham, Smith and Partners, to provide engineering services for an evaluation/study and preliminary design related to major maintenance and rehabilitation improvements at the Southside Wastewater Treatment Plant; and,

WHEREAS, miscellaneous improvements are required throughout the Southside Wastewater Treatment Plant and prioritized items have been identified; and,

WHEREAS, engineering services are required for additional design and construction administration services of the maintenance and rehabilitation improvements; and,

WHEREAS, Gresham, Smith and Partners, 1400 Nashville City Center, 511 Union Street, Suite 1400, Nashville, Tennessee 37219, has submitted an acceptable proposal to provide these engineering services; and,

WHEREAS, Dallas Water Utilities recommends that Contract No. 14-244E be increased by \$1,770,000.00, from \$1,498,958.00.00 to \$3,268,958.00.

Now, Therefore,

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

Section 1. That the proposed Supplemental Agreement No. 1 be accepted and that Contract No. 14-244E with Gresham, Smith and Partners, be revised accordingly.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,770,000.00 from the 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>
2116	DWU	PS31	4111	714244	CT-DWU714244CP	503071

Gresham, Smith and Partners - (Contract No. 14-244E) - \$1,770,000.00

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: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Office of Public Information
Aviation
Code Compliance
Court & Detention Services
Fire
Park & Recreation
Police
Street Services
Trinity Watershed Management

CMO: Jeanne Chipperfield, 670-7804
A. C. Gonzalez, 670-3297
Ryan S. Evans, 671-9837
Joey Zapata, 670-3009
Eric Campbell, 670-3255
Willis Winters, 670-4071
Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize a three-year service contract for graphic design services - El Creative, Inc., most advantageous proposer of ten - Not to exceed \$550,105 - Financing: Current Funds (\$535,880), Stormwater Drainage Management Current Funds (\$9,740) and Aviation Current Funds (\$4,485) (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 allow the City to purchase graphic design services on an as needed basis to promote City programs and services. Various creative services will be integrated to promote and publicize citywide department programs and activities. Use of printed materials includes:

BACKGROUND (Continued)

- Development of annual reports
- General information brochures
- Flyers
- Event rack cards
- Printed ads

In addition, the City will be able to purchase onsite event photography for development of future promotional material. Media buys and development of public service announcements for radio and television ads will be used for selected City events, programs and services. Translation service will be used for all marketing and publicity activities.

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

- Business Development and Procurement Services (2)*
- Park and Recreation (2)
- Public Information Office (1)
- Trinity Watershed Management (1)
- Code Compliance (1)

*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 demonstrated competence and qualifications under the following criteria:

- Cost 30%
- Capability 30%
- Experience and qualifications 25%
- 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 1,715 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.

BACKGROUND (Continued)

The recommended vendor meets the wage floor rate of \$10.37 approved by City Council on November 10, 2015, by Resolution No. 15-2141.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On October 8, 2014, City Council authorized a three-year service contract for graphic design services by Resolution No. 14-1665.

Information about this item was provided to the Budget, Finance and Audit Committee on April 18, 2016.

On April 27, 2016, this item was deferred by Councilmember Arnold.

FISCAL INFORMATION

\$535,880.00 - Current Funds (subject to annual appropriations)

\$ 9,740.00 - Stormwater Drainage Management Current Funds (subject to annual appropriations)

\$ 4,485.00 - Aviation Current Funds (subject to annual appropriations)

M/WBE INFORMATION

329 - Vendors contacted

328 - No response

1 - Response (Bid)

0 - Response (No bid)

1 - Successful

1,715 - 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

El Creative, Inc.

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

PROPOSAL INFORMATION

The following proposals were received from solicitation number BUZ1605 and opened on November 20, 2015. This service contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*El Creative, Inc.	3816 San Jacinto St. Dallas, TX 75204	91%	\$550,105.00
Simmons Design Associates, Inc.	12160 N Abrams Rd. Suite 315 Dallas, TX 75243	82%	\$682,700.00
Alpha Business Images LLC	2030 Main St. Suite 410 Dallas, TX 75201	81%	\$649,030.00
Janus Signs dba FastSigns	9742 Skillman St. Dallas, TX 75243	79%	\$579,860.00
MDVC Creative, Inc.	121 Payne St. Dallas, TX 75207	75%	\$565,535.00
Zielinski Design Associates, Inc.	6301 Gaston Ave. Dallas, TX 75214	70%	\$743,245.00
C. Lambert Design Studio, Inc.	1821 E. Levee St. Dallas, TX 75207	63%	\$662,450.00
Design Catalysts, LLC	7918 Greengate Dr. Dallas, TX 75249	62%	\$677,420.00
Sort thru Solutions	11005 Indian Trail Suite 104 Dallas, TX 75229	62%	\$835,970.00
CBJ Designs	3200 W. Pleasant Run Rd. Suite 230 Lancaster, TX 75146		Non-Responsive**

**CBJ Designs was deemed non-responsive due to not meeting specifications.

OWNER

El Creative, Inc.

V. Michael Gonzalez, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year service contract for graphic design services - El Creative, Inc., most advantageous proposer of ten - Not to exceed \$550,105 - Financing: Current Funds (\$535,880), Stormwater Drainage Management Current Funds (\$9,740) and Aviation Current Funds (\$4,485) (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$495,094.50	90.00%
Total non-local contracts	\$55,010.50	10.00%
TOTAL CONTRACT	\$550,105.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
1820 Productions	BMDB31972Y0816	\$82,515.75	16.67%
El Creative, Inc.	HMMB77148N0417	\$412,578.75	83.33%
Total Minority - Local		\$495,094.50	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
TruMultiCultural, LLC.	HMDB64963Y0416	\$55,010.50	100.00%
Total Minority - Non-local		\$55,010.50	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$82,515.75	16.67%	\$82,515.75	15.00%
Hispanic American	\$412,578.75	83.33%	\$467,589.25	85.00%
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	\$495,094.50	100.00%	\$550,105.00	100.00%

May 11, 2016

WHEREAS, on October 8, 2014, City Council authorized a three-year service contract for graphic design services by Resolution No. 14-1665;

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 El Creative, Inc. (VS0000001394) for graphic design services for a term of three years in an amount not to exceed \$550,105.00, 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 El Creative, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by El Creative, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$550,105.00 (subject to annual appropriations) from Service Contract number BUZ1605.

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 # 45

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage relief tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

In 2007, Council authorized a professional services contract to study and design drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds. In 2009, Council authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep underground tunnel that will drain both watersheds into Lower White Rock Creek. In 2012, Council authorized extending the tunnel to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas.

BACKGROUND (Continued)

The construction materials testing consultant will provide all labor, supervision, and equipment for performing field or laboratory analyses for soil, concrete, air and water testing, seismic, noise and light monitoring and other necessary services. These services will typically be related to tunnel excavation and lining, pump station, street paving, storm drainage, water, wastewater and other infrastructure improvements.

This action authorizes a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

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

Briefed the Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

Information about this item was presented to the Transportation and Trinity River Project Committee on April 11, 2016.

On April 13, 2016, this item was deferred by Councilmember Kleinman.

FISCAL INFORMATION

2006 Bond Funds - \$2,764,000

Construction Materials Testing (this action)	\$2,764,000
Design	\$22,119,988
Construction Management	\$18,565,000
Construction	<u>\$209,894,515</u>

Total Project Cost	\$253,343,503
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<u>Council District</u>	<u>Amount</u>
2	\$746,280
7	\$1,243,800
14	<u>\$773,920</u>
Total	\$2,764,000

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Alliance Geotechnical Group, Inc.

Hispanic Female	2	Hispanic Male	19
African-American Female	0	African-American Male	19
Other Female	0	Other Male	2
White Female	10	White Male	54

OWNER

Alliance Geotechnical Group, Inc.

Robert P. Nance, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,687,120.00	97.22%
Total non-local contracts	\$76,880.00	2.78%
TOTAL CONTRACT	\$2,764,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Alliance Geotechnical Group, Inc.	BMDB94986Y0117	\$1,760,668.00	65.52%
T. Smith Inspection and Testing	BMDB72436Y0616	\$857,352.00	31.91%
Design Consultant Engineers	IMDB32421Y0317	\$69,100.00	2.57%
Total Minority - Local		\$2,687,120.00	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Steel Inspectors of Texas	WMDB73989N1116	\$21,600.00	28.10%
Total Minority - Non-local		\$21,600.00	28.10%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$2,618,020.00	97.43%	\$2,618,020.00	94.72%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$69,100.00	2.57%	\$69,100.00	2.50%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$21,600.00	0.78%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$2,687,120.00	100.00%	\$2,708,720.00	98.00%

May 11, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for scope of works to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

WHEREAS, this project requires specialized construction materials testing services for performing field or laboratory analyses for soil, concrete, air, and water testing, seismic, noise and light monitoring and other necessary services, it is now necessary to authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

May 11, 2016

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 contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project in an amount not to exceed \$2,764,000, 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 contract from:

Flood Protection and Storm Drainage Facilities Fund	
Fund 3T23, Department TWM, Unit T525, Act. SDRS	
Obj. 4111, Program #TW06T525, CT TWM06T525G2	
Vendor #338366, in an amount not to exceed	\$2,764,000.00

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 # 46

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

In 2007, Council authorized a professional services contract to study and design drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds. In 2009, Council authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep underground tunnel that will drain both watersheds into Lower White Rock Creek.

BACKGROUND (Continued)

In 2012, Council authorized extending the tunnel to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas. In 2015, Council authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. to provide preliminary construction management services during the design phase, including a constructability review and reviews of construction costs and schedule. This contract was terminated at the end of the construction advertisement/bidding phase in March 2016.

The construction of the tunnel will utilize a tunnel boring machine and requires specialized construction management services due to the complexity and sophistication of tunnel construction. The construction manager will minimize the project risk and serve as an extension of City staff to provide professional supervision and experienced inspection of the construction.

This action authorizes a professional services contract with Black & Veatch Corporation to provide construction management services during construction including field inspection, administration, and project coordination during the construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed the Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

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

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

Briefed Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

Information about this item was presented to the Transportation and Trinity River Project Committee on April 11, 2016.

On April 13, 2016, this item was deferred by Councilmember Kleinman.

FISCAL INFORMATION

2006 Bond Funds - \$17,350,000

Construction Management (this action)	\$17,350,000
Design	\$22,119,988
Preliminary Construction Management	\$1,215,000
Construction Materials Testing	\$2,764,000
Construction	<u>\$209,894,515</u>
Total Project Cost	\$253,343,503

<u>Council District</u>	<u>Amount</u>
2	\$4,684,500
7	\$7,807,500
14	<u>\$4,858,000</u>
Total	\$17,350,000

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Black & Veatch Corporation

Hispanic Female	91	Hispanic Male	157
African-American Female	116	African-American Male	129
Other Female	116	Other Male	324
White Female	1285	White Male	3466

OWNER

Black & Veatch Corporation

Cindy Wallis-Lage, President, Black & Veatch Corporation Water

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$17,350,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$17,350,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
K Strategies Group	BFDB06673Y0317	\$260,250.00	1.50%
CMTS, LLC.	BMDB05598Y8016	\$1,245,730.00	7.18%
Arredondo, Zepeda & Brunz, LLC	HMDB52665Y0616	\$1,960,550.00	11.30%
2M Associates	IMDB36537Y0716	\$1,212,765.00	6.99%
Total Minority - Local		\$4,679,295.00	26.97%

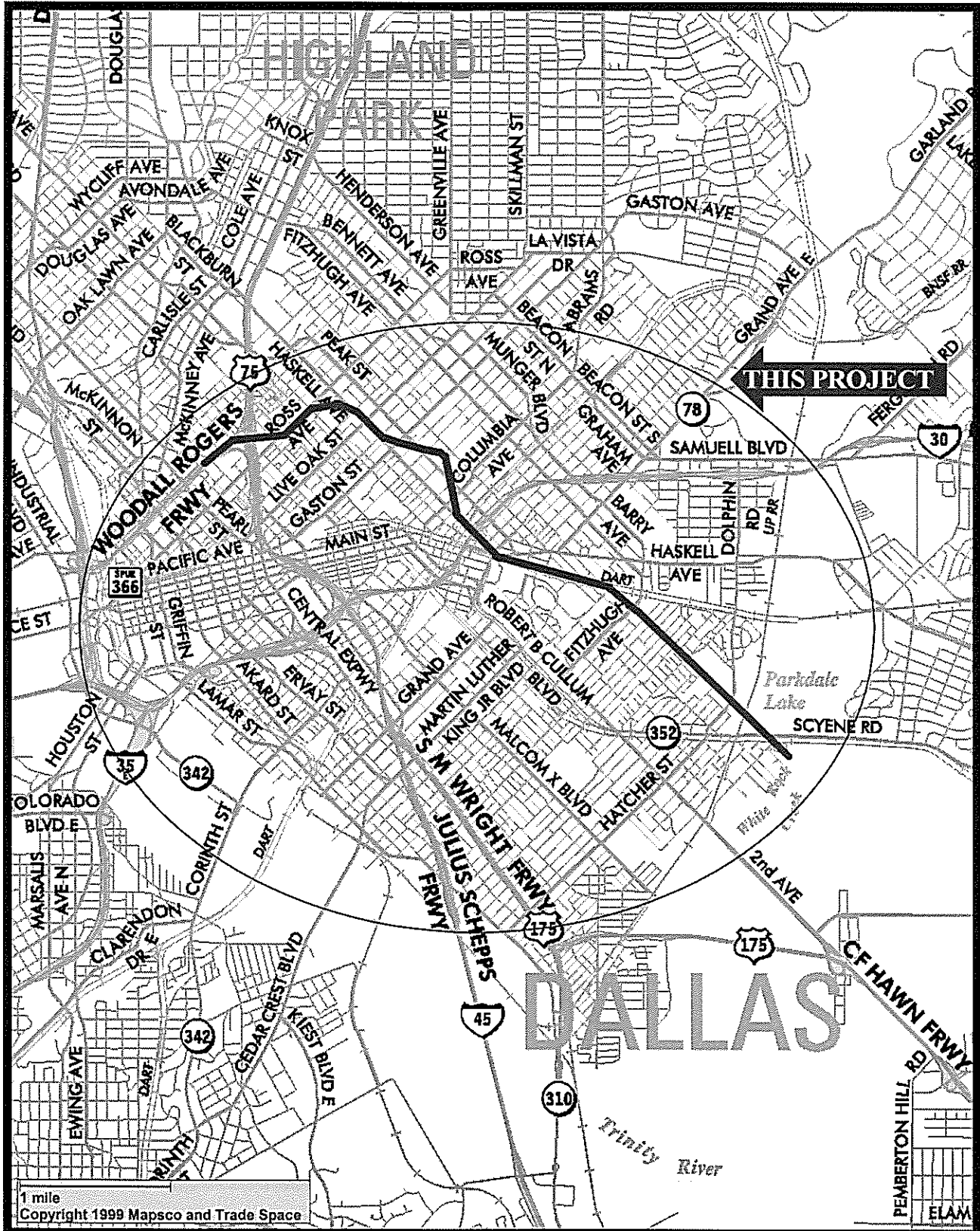
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$1,505,980.00	8.68%	\$1,505,980.00	8.68%
Hispanic American	\$1,960,550.00	11.30%	\$1,960,550.00	11.30%
Asian American	\$1,212,765.00	6.99%	\$1,212,765.00	6.99%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$4,679,295.00	26.97%	\$4,679,295.00	26.97%

Mill Creek Tunnel



May 11, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for scope of works to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

WHEREAS, this project requires specialized construction management services due to the complexity and sophistication of tunnel construction, it is now necessary to authorize a professional services contract with Black & Veatch Corporation for construction management services during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

May 11, 2016

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 contract with Black & Veatch Corporation for construction management services for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project in an amount not to exceed \$17,350,000, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to distribute funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities Fund	
Fund 3T23, Department TWM, Unit T525, Act. SDRS	
Obj. 4111, Program #PB06T525, CT TWM06T525G1	
Vendor #520478, in an amount not to exceed	\$17,350,000

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

AGENDA ITEM # 47

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management
Water Utilities

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

In 2007, Council authorized a professional services contract to study and design drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds. In 2009, Council authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep underground tunnel that will drain both watersheds into Lower White Rock Creek. In 2012, Council authorized extending the tunnel to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas.

BACKGROUND (Continued)

This action authorizes a contract with Southland Mole JV to construct storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project including five miles of 30-foot diameter tunnel, five intake shafts and connections, an outfall shaft, a dewatering station, associated street and surface storm drainage improvements, and water and wastewater improvements.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

Briefed Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

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

Information about this item was provided to the Transportation and Trinity River Project Committee on April 11, 2016.

On April 13, 2016, this item was deferred by Councilmember Kleinman.

FISCAL INFORMATION

2012 Bond Program (General Obligation Commercial Paper Funds) - \$209,179,636.00

Water Utilities Capital Construction Funds - \$25,600.00

Water Utilities Capital Improvement Funds - \$689,279.00

Construction

Storm drainage improvements	\$209,179,636.00
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Water improvements	\$124,234.00
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Wastewater improvements	<u>\$590,645.00</u>
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Total Construction	\$209,894,515.00
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Design	\$22,119,988.00
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Construction Management	\$18,565,000.00
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Construction Materials Testing	<u>\$2,764,000.00</u>
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Total Project Cost	\$253,343,503.00
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<u>Council District</u>	<u>Amount</u>
2	\$56,671,520
7	\$94,452,530
14	<u>\$58,770,465</u>
Total	\$209,894,515

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Southland Mole JV

Hispanic Female	5	Hispanic Male	121
African-American Female	1	African-American Male	16
Other Female	6	Other Male	43
White Female	10	White Male	72

BID INFORMATION

The following bids with quotes were received and opened on December 18, 2015:

*Denotes successful bidder(s)

BIDDERS	BID AMOUNT
* Southland Mole JV 608 Henrietta Creek Road Roanoke, Texas 76262	\$209,894,515
Salini Impregilo / Healy / MCM JV	\$223,174,000
Archer Western / Obayashi JV	\$235,355,009
Mill Creek Tunnel Constructors, LLC.	\$262,946,375
Dragodos / Pulice JV	\$281,449,979
Odebrecht Construction, Inc.	Non-responsive**

**Odebrecht Construction, Inc. bid was deemed non-responsive due to not meeting bid specifications.

Engineer's Estimate: \$257,644,000

OWNER

Southland Mole JV

Frank Renda, Managing Member

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)

Southland Mole JV 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	\$41,835,000.00	19.93%
Total non-local contracts	\$168,064,515.00	80.07%
TOTAL CONTRACT	\$209,899,515.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Clemmons Trucking Company	BFDB48714Y1016	\$14,500,000.00	34.66%
Eagle Barricade LLC	BFMB6480N0417	\$40,000.00	0.10%
Pannell Industries, Inc.	BMDB16064Y1116	\$65,000.00	0.16%
Ibarra Consulting Engineers, Inc.	HFDB64809Y0146	\$2,550,000.00	6.10%
All Janitorial, Inc.	HFDWF224960616	\$55,000.00	0.13%
Partnering for Success	HFMB61772Y0516	\$15,000.00	0.04%
Omega Contracting, Inc.	HMMB63334Y1016	\$12,000,000.00	28.68%
GLL Corporation DBE MG Trucking	HMDB64606Y016	\$500,000.00	1.20%
Romera Steel	HMMB63034N0916	\$300,000.00	0.72%
Bugatti's, Inc.	IMDB86117Y0716	\$5,000.00	0.01%
LKT & Associates, Inc.	WFDB26473Y1016	\$10,500,000.00	25.10%
Champion Fuel Supply	WFDB79263Y0416	\$1,000,000.00	2.39%
Ram Tool Supply	WFWB61372N0416	\$150,000.00	0.36%
Bowden's Guranteed Hydromulch	WFWB80971N0517	\$45,000.00	0.11%
Universal Fence Company, Inc.	WFDB92092Y0416	\$10,000.00	0.02%
Total Minority - Local		\$41,735,000.00	99.76%

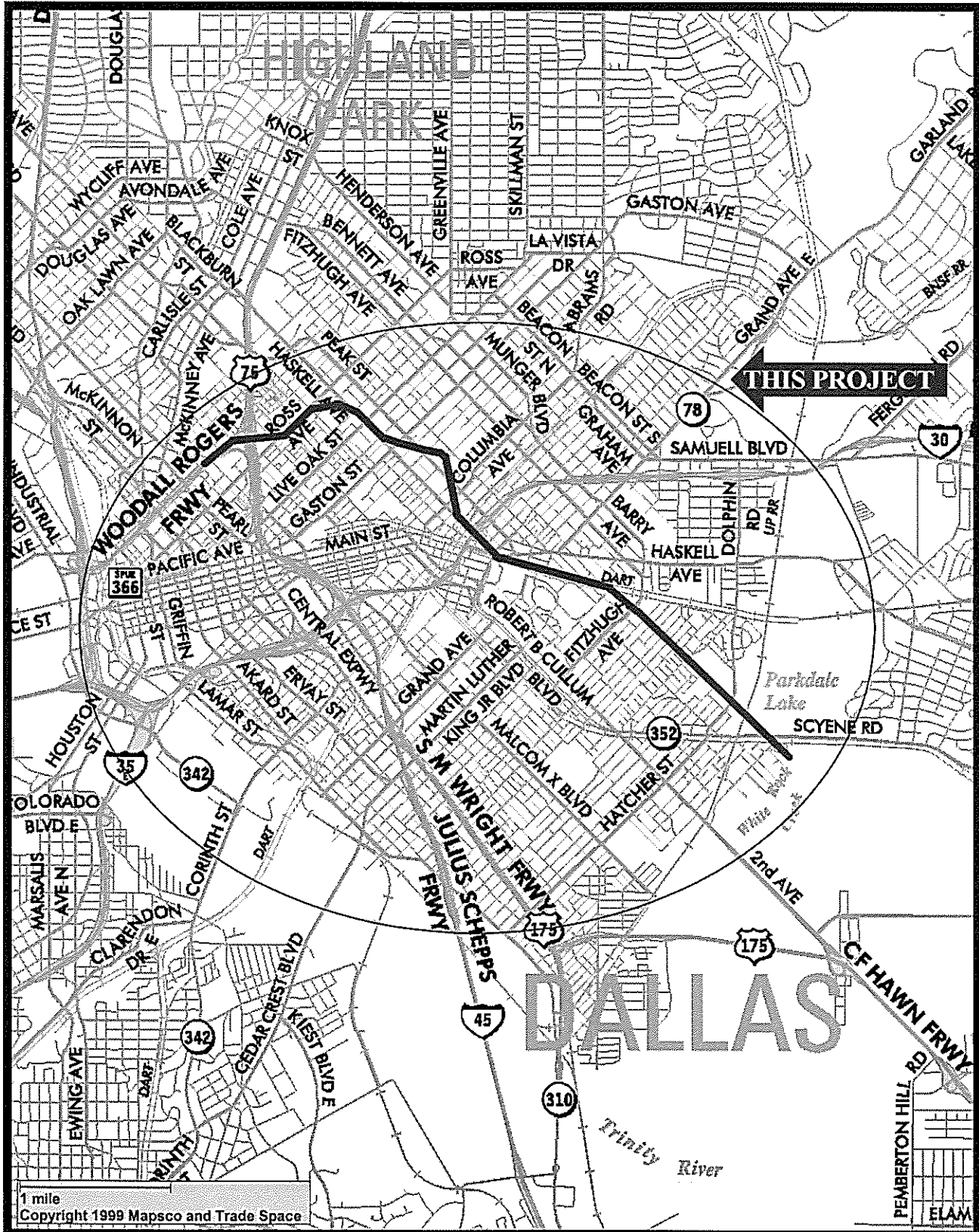
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
LeVis Consulting Group, LLC	BFMB17589Y1116	\$50,000.00	0.03%
Curtis & Cartwright Transport Services, LLC	BMMB08640N1017	\$1,000,000.00	0.60%
KDAT, LLC	BMDB45396Y0117	\$50,000.00	0.03%
Dtech Services	BMMB61579Y0917	\$25,000.00	0.01%
Luis Moreno Trucking	HMDB33385Y0117	\$500,000.00	0.30%
RECS, Inc.	WFWB63026N0816	\$24,000,000.00	14.28%
Suncoast Resources	WFWB3943N0117	\$1,000,000.00	0.60%
A.N.A. Consultants LLC	WFDB57431Y0516	\$100,000.00	0.06%
MMG Building & Construction	WFWB62284N0616	\$40,000.00	0.02%
Total Minority - Non-local		\$26,765,000.00	15.93%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$14,605,000.00	34.91%	\$15,730,000.00	7.49%
Hispanic American	\$15,420,000.00	36.86%	\$15,920,000.00	7.58%
Asian American	\$5,000.00	0.01%	\$5,000.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$11,705,000.00	27.98%	\$36,845,000.00	17.55%
Total	\$41,735,000.00	99.76%	\$68,500,000.00	32.63%

Mill Creek Tunnel

**Mapscos 45, 46, 47**

May 11, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for additional scope of work to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

May 11, 2016

WHEREAS, bids were received on December 18, 2015, for the construction of storm drainage improvements and water and wastewater improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
* Southland Mole JV 608 Henrietta Creek Road Roanoke, Texas 76262	\$209,894,515
Salini Impregilo / Healy / MCM JV	\$223,174,000
Archer Western / Obayashi JV	\$235,355,009
Mill Creek Tunnel Constructors, LLC.	\$262,946,375
Dragodos / Pulice JV	\$281,449,979
Odebrecht Construction, Inc.	Non-responsive**

**Odebrecht Construction, Inc. bid was deemed non-responsive due to not meeting bid specifications.

Now, Therefore,

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

Section 1. That Southland Mole JV, Inc. is hereby awarded the contract for the construction of storm drainage improvements and water and wastewater improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project in an amount not to exceed \$209,894,515, this being the lowest responsive and responsible bid received as indicated by the tabulation of bids.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to distribute funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities Fund Fund 4U23, Dept. TWM, Unit S769, Act. SDRS Obj. 4540, Program #TW12S769, CT TWM12S769G1 Vendor #VS90299, in an amount not to exceed	\$209,179,636.00
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Water Utilities Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Obj. 4550, Program #715387, CT TWM715387CP Vendor # VS90299, in an amount not to exceed	\$115,334.00
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May 11, 2016

Water Utilities Construction Fund
Fund 0102, Department DWU, Unit CW42
Obj. 3221, Program #715387X, CT TWM715387EN
Vendor # VS90299, in an amount not to exceed \$8,900.00

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS42
Obj. 4560, Program #715388, CT TWM715388CP
Vendor # VS90299, in an amount not to exceed \$573,945.00

Wastewater Construction Fund
Fund 0103, Department DWU, Unit CS42
Obj. 3222, Program #715388X, CT TWM715388EN
Vendor # VS90299, in an amount not to exceed \$16,700.00

Total in an amount not to exceed \$209,894,515.00

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.

AGENDA ITEM # 48

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management
Water Utilities

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

On June 13, 2007, Council authorized a professional services contract with Halff Associates, Inc., for the design of drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds.

BACKGROUND (Continued)

Supplemental Agreement No. 1 authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep tunnel that will drain both watersheds into Lower White Rock Creek and provided for the design of drainage relief improvements for Mill Creek, Phase II, which extends flooding protection through Fair Park to the Baylor Hospital and Buckner Park areas. Supplemental Agreement No. 2 provided for engineering design of the deep drainage tunnel extension to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas. Supplemental Agreement No. 3 provided for additional scope of work to design upgrades to water and wastewater facilities in the tunnel project area. Supplemental Agreement No. 4 provided for additional scope of work to design water and wastewater facilities related to the drainage tunnel and right-of-way acquisition support during design.

This action authorizes Supplemental Agreement No. 5 which provides for engineering design services required during construction including reviews of contractor submittals and RFIs, evaluations of contractor-proposed changes, and preparation of as-built drawings.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

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

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

Briefed the Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

Information about this item was provided to the Transportation and Trinity River Project Committee on April 11, 2016.

On April 13, 2016, this item was deferred by Councilmember Kleinman.

FISCAL INFORMATION

2006 Bond Funds - \$6,105,000

Water Utilities Capital Improvement Funds - \$21,500

Design

Original contract	\$8,571,100
Supplemental Agreement No. 1	\$3,225,500
Supplemental Agreement No. 2	\$2,602,200
Supplemental Agreement No. 3	\$45,088
Supplemental Agreement No. 4	\$1,549,600
Supplemental Agreement No. 5 (this action)	<u>\$6,126,500</u>

Total Design	\$22,119,988
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Construction	\$209,894,515
Construction Management	\$18,565,000
Construction Materials Testing	<u>\$2,764,000</u>

Total Project Cost	\$253,343,503
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<u>Council District</u>	<u>Amount</u>
2	\$1,654,160
7	\$2,756,920
14	<u>\$1,715,420</u>
Total	\$6,126,500

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Halff Associates, Inc.

Hispanic Female	20	Hispanic Male	75
African-American Female	7	African-American Male	12
Other Female	6	Other Male	12
White Female	91	White Male	294

OWNER

Halff Associates, Inc.

Walter Skipwith, P.E., Chairman
Pat Kunz, P.E., President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$4,749,000.00	77.52%
Non-local contracts	\$1,377,500.00	22.48%
TOTAL THIS ACTION	\$6,126,500.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates, Inc.	BMMB61733N0516	\$100,000.00	2.11%
Charles Gojer & Associates	HMDB92968Y0616	\$200,000.00	4.21%
Gupta & Associates Inc.	PMMB62419Y0716	\$150,000.00	3.16%
Garcia Land Data	PMMB85718N0617	\$115,000.00	2.42%
Nathan D Maier Consulting	WFVB62783Y0816	\$655,000.00	13.79%
Total Minority - Local		\$1,220,000.00	25.69%

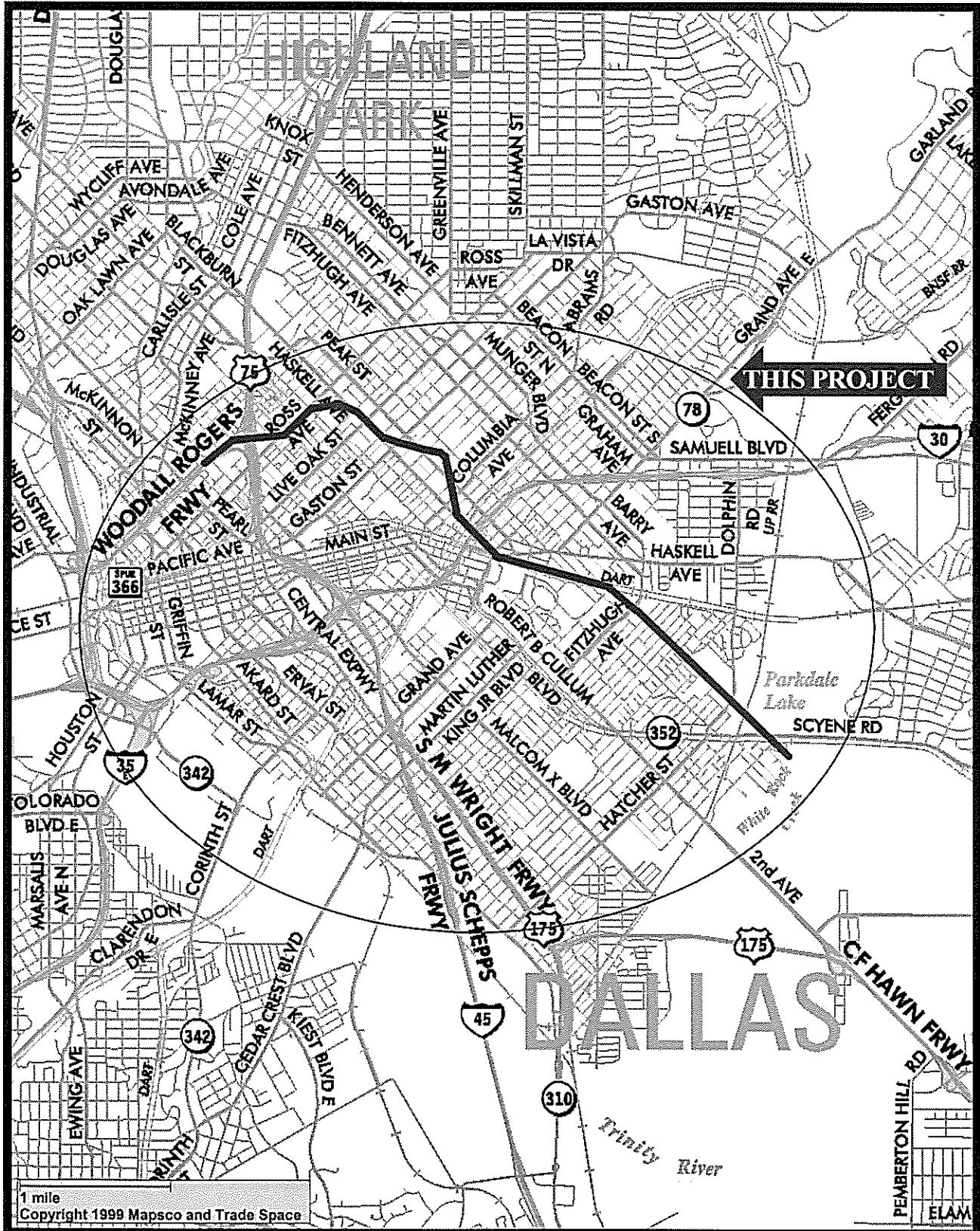
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$100,000.00	1.63%	\$406,740.00	1.84%
Hispanic American	\$200,000.00	3.26%	\$1,988,602.68	8.99%
Asian American	\$265,000.00	4.33%	\$782,847.68	3.54%
Native American	\$0.00	0.00%	\$516,000.00	2.33%
WBE	\$655,000.00	10.69%	\$2,195,700.00	9.93%
Total	\$1,220,000.00	19.91%	\$5,889,890.36	26.63%

Mill Creek Tunnel



Mapsco 45, 46, 47

May 11, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for additional scope of work to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 5 to the professional services contract with Halff Associates, Inc. to provide for engineering design services required during construction including reviews of contractor submittals, evaluations of contractor-proposed changes, and preparation of as-built drawings.

May 11, 2016

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. 5 to the contract with Halff Associates, Inc. for engineering design services required (including reviews of contractor submittals and RFIs, evaluations of contractor-proposed changes, and preparation of as-built drawings) during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel in an amount not to exceed \$6,126,500, increasing the contract from \$15,993,488, to \$22,119,988 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 contract from:

Flood Protection and Storm Drainage Facilities Fund Fund 3T23, Department TWM, Unit T525, Act. SDRS Obj. 4111, Program #PB06T536, CT PBW06T523I1 Vendor #089861, in an amount not to exceed	\$6,105,000
Wastewater Capital Improvement Fund Fund 2116, Department DWU, Unit PS42 Obj. 4111, Program #714076, CT DWU714076CPA Vendor #089861, in an amount not to exceed	<u>\$ 21,500</u>
Total	\$6,126,500

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: May 11, 2016

COUNCIL DISTRICT(S): 11

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 16T

SUBJECT

Authorize a Chapter 380 economic development grant agreement with Costco Wholesale Corporation ("Costco") in an amount not to exceed \$3,000,000 in consideration of Costco's development, construction, and continued operation of a new store on approximately 13.2 acres located at 12550 Coit Road in the City of Dallas, pursuant to the Public/Private Partnership Program - Not to exceed \$3,000,000 - Financing: Public/Private Partnership Funds

BACKGROUND

For over two years, city staff has been in discussions with representatives of Costco as they have been evaluating the possibility of locating a new store in the city of Dallas.

Staff is proposing an economic development grant in an amount not to exceed \$3,000,000 to stimulate Costco to acquire approximately 13.2 acres of land (currently owned by the State of Texas) at 12550 Coit Road and develop/construct/operate a new store (approximately 150,000 square feet). Grant funds will be paid in five installments over four years, each conditioned upon achievement of benchmarks, including investment, jobs, and sales levels.

Costco's total estimated expenditure (including land acquisition, real property improvements, and business personal property investments) is approximately \$46.9 million. The new store will be a wholesale and retail general merchandise facility, which may include a pharmacy, tire sales and installation, beer and wine sales, vehicle fueling, butcher services, deli services, bakery services, optometry services, and related office space.

For Year 1 at the new store, Costco estimates:

- approximately 175 permanent jobs
- minimum hourly wage: \$13
- average hourly wage: \$22
- annualized gross sales: \$125 million

BACKGROUND (Continued)

The key terms of the proposed Chapter 380 economic development grant agreement with Costco are as follows:

- A. Costco will be eligible for the first installment (\$1,000,000) of the proposed grant upon verification by June 30, 2017 of:
 - 1. substantial completion on a minimum of \$20,000,000 in real property improvements (excluding land acquisition but including site improvements and building improvements) associated with the design, engineering, and construction (including hard and soft costs) of the new store; and
 - 2. a minimum total of 150 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour.
- B. Costco will be eligible for the second installment (\$500,000) of the proposed grant upon verification by December 31, 2017 of a minimum total of 165 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour.
- C. Costco will be eligible for the third installment (\$500,000) of the proposed grant upon verification by December 31, 2018 of:
 - 1. a minimum total of 185 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour; and
 - 2. minimum gross sales of \$100,000,000 for the prior year.
- D. Costco will be eligible for the fourth installment (\$500,000) of the proposed grant upon verification by December 31, 2019 of:
 - 1. a minimum total of 205 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour; and
 - 2. minimum gross sales of \$100,000,000 for the prior year.
- E. Costco will be eligible for the fifth installment (\$500,000) of the proposed grant upon verification by December 31, 2020 of:
 - 1. a minimum total of 225 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour; and
 - 2. minimum gross sales of \$100,000,000 for the prior year.

BACKGROUND (Continued)

- F. For the period January 1, 2021 through December 31, 2025, Costco will maintain (subject to annual verification): (1) a minimum total of 225 permanent jobs (full-time or part-time) with a minimum wage of \$13 per hour; and (2) minimum gross sales of \$100,000,000 per year. Costco will repay the City the sum of \$1,000,000 should Costco fail to document compliance with the gross sales requirement for one or more years during this period or the job requirement for one or more years during this period.
- G. If Costco permanently closes the store before December 31, 2027, then Costco will be required to repay the City an additional amount of \$500,000.
- H. Costco agrees to follow the City's Business Inclusion and Development ("BID") good faith effort goal of twenty-five (25%) participation by Minority/Women-owned Business Enterprises ("M/WBE") for all construction expenditures in contracts entered into relating to the construction and finish-out of the store (i.e. real property site improvements and building improvements).
- I. Subject to the approval of the Director of the Office of Economic Development, Costco may receive a one time, six (6) month extension of the benchmark deadlines specified in provisions A through E above.

The proposed project surpasses minimum Public/Private Partnership Program guidelines and results in an estimated net fiscal impact to the City (after payment of the proposed grant) of approximately \$4.8 million over 10 years and approximately \$16.8 million over 20 years.

Costco Wholesale Corporation and its subsidiaries began operations in 1983 in Seattle, Washington. In October 1993, Costco merged with The Price Company, which had pioneered the membership warehouse concept, to form Price/Costco, Incorporated. In 1997, after the spin-off of most of its non-warehouse assets to Price Enterprises, Incorporated, the company changed its name to Costco Companies, Incorporated. In 1999, the company reincorporated as Costco Wholesale Corporation, which trades on the NASDAQ Global Select Market under the symbol "COST."

With approximately 205,000 employees (117,000 full-time and 88,000 part-time) worldwide (as of December 2015), Costco operates a chain totaling 698 warehouses in 43 states, Washington D.C., Puerto Rico, Canada, Mexico, the United Kingdom, Japan, Korea, Taiwan, Australia, and Spain. Costco's online business operates websites in the United States, Canada, the United Kingdom, Mexico, and Korea.

BACKGROUND (Continued)

The average first year annualized sales of the twenty-three (23) new warehouses opened during Costco's 2015 fiscal year was \$83 million per location, and the average annual sales of all warehouses (686) in operation during Costco's 2015 fiscal year was \$162 million per location.

ESTIMATED SCHEDULE OF PROJECT

Begin construction	August 2016
Complete construction	February 2017

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

\$3,000,000 - Public/Private Partnership Funds

OWNER

Costco Wholesale Corporation

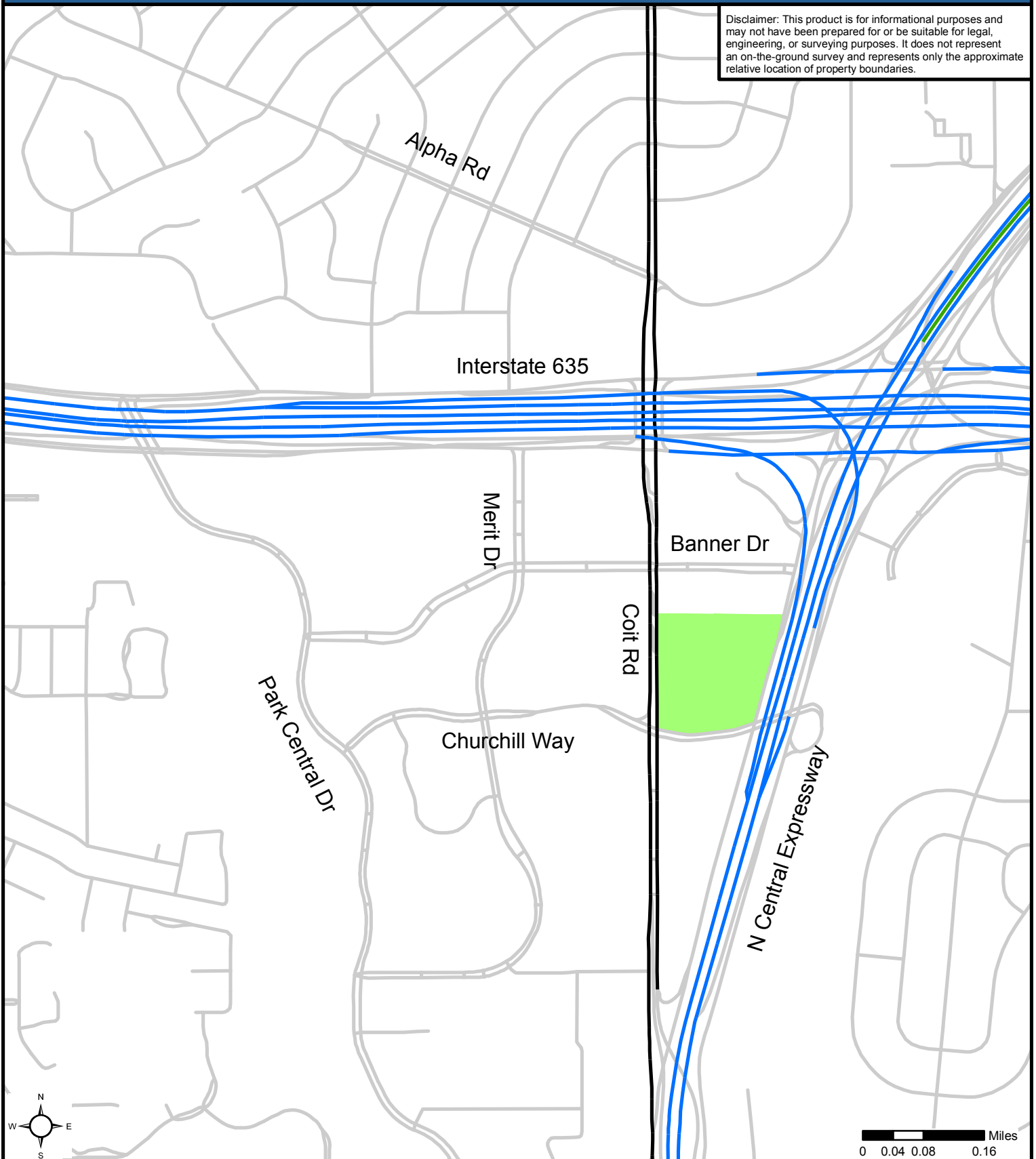
Jack S. Frank, Vice President

MAP

Attached.

COSTCO SUBJECT PROPERTY

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



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Created 02.10.16, Last Updated 04.14.16 - Costco Subject Property

Legend



Costco Project Site - 12550 Coit Road

Data Source: City of Dallas

May 11, 2016

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

WHEREAS, many municipalities within the North Central Texas region have economic development programs to compete with the City of Dallas for expansions and relocations of business entities; and

WHEREAS, site selection decisions made by business entities are often significantly influenced by a municipality's ability to provide competitive economic development incentives; and

WHEREAS, it is in the interest of the City of Dallas to support and secure the expansions and relocations of business entities within the city of Dallas and the economic vitality and employment opportunities that these business entities bring for Dallas residents; and

WHEREAS, Costco Wholesale Corporation ("Costco") does not have any store locations in the city of Dallas; and

WHEREAS, for several years, Costco has been evaluating the possibility of locating a new store in the city of Dallas; and

WHEREAS, the City of Dallas desires to support and secure the location of Costco's proposed new store at 12550 Coit Road in the city of Dallas; and

WHEREAS, the location of Costco's proposed new store at 12550 Coit Road will not occur without an offer of economic development incentives from the City of Dallas; and

WHEREAS, on June 25, 2014, pursuant to Resolution No. 14-0993, the City Council elected to continue its authorization of the City of Dallas' Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements as specified in the Property Redevelopment and Tax Abatement Act and other City of Dallas economic development programs including the Business Development Chapter 380 Grant/Loan Program for the period June 25, 2014 through June 25, 2016; and

WHEREAS, Costco is to acquire certain real property located at 12550 Coit Road (as shown in **Exhibit A**), and Costco's contemplated investment at the property as set forth in this Resolution is consistent with encouraging development of the City and is in compliance with the City's Public/Private Program Guidelines and Criteria, and all applicable laws; and

May 11, 2016

WHEREAS, the City, pursuant to Chapter 380 of the Texas Local Government Code, desires to enter into a Chapter 380 economic development grant agreement with Costco in consideration of Costco's contemplated investment at the property in the city of Dallas.

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute an economic development grant agreement with Costco Wholesale Corporation ("Costco") in an amount not to exceed \$3,000,000 in consideration of Costco's development, construction, and continued operation of a new store in the city of Dallas.

Section 2. That the real property, which shall be described in the economic development grant agreement, is located at 12550 Coit Road and depicted in **Exhibit A**.

Section 3. The key terms of the proposed Chapter 380 economic development grant agreement with Costco shall be as follows:

- A. Costco will be eligible for the first installment (\$1,000,000) of the proposed grant upon verification by June 30, 2017 of:
 - 1. substantial completion on a minimum of \$20,000,000 in real property improvements (excluding land acquisition but including site improvements and building improvements) associated with the design, engineering, and construction (including hard and soft costs) of the new store; and
 - 2. a minimum total of 150 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour.
- B. Costco will be eligible for the second installment (\$500,000) of the proposed grant upon verification by December 31, 2017 of a minimum total of 165 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour.

May 11, 2016

Section 3. (Continued)

- C. Costco will be eligible for the third installment (\$500,000) of the proposed grant upon verification by December 31, 2018 of:
 - 1. a minimum total of 185 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour; and
 - 2. minimum gross sales of \$100,000,000 for the prior year.
- D. Costco will be eligible for the fourth installment (\$500,000) of the proposed grant upon verification by December 31, 2019 of:
 - 1. a minimum total of 205 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour; and
 - 2. minimum gross sales of \$100,000,000 for the prior year.
- E. Costco will be eligible for the fifth installment (\$500,000) of the proposed grant upon verification by December 31, 2020 of:
 - 1. a minimum total of 225 permanent jobs (full-time or part-time) at the store with a minimum wage of \$13 per hour; and
 - 2. minimum gross sales of \$100,000,000 for the prior year.
- F. For the period January 1, 2021 through December 31, 2025, Costco will maintain (subject to annual verification): (1) a minimum total of 225 permanent jobs (full-time or part-time) with a minimum wage of \$13 per hour; and (2) minimum gross sales of \$100,000,000 per year. Costco will repay the City the sum of \$1,000,000 should Costco fail to document compliance with the gross sales requirement for one or more years during this period or the job requirement for one or more years during this period.
- G. If Costco permanently closes the store before December 31, 2027, then Costco will be required to repay the City an additional amount of \$500,000.
- H. Costco agrees to follow the City's Business Inclusion and Development ("BID") good faith effort goal of twenty-five (25%) participation by Minority/Women-owned Business Enterprises ("M/WBE") for all construction expenditures in contracts entered into relating to the construction and finish-out of the store (i.e. real property site improvements and building improvements).

May 11, 2016

Section 3. (Continued)

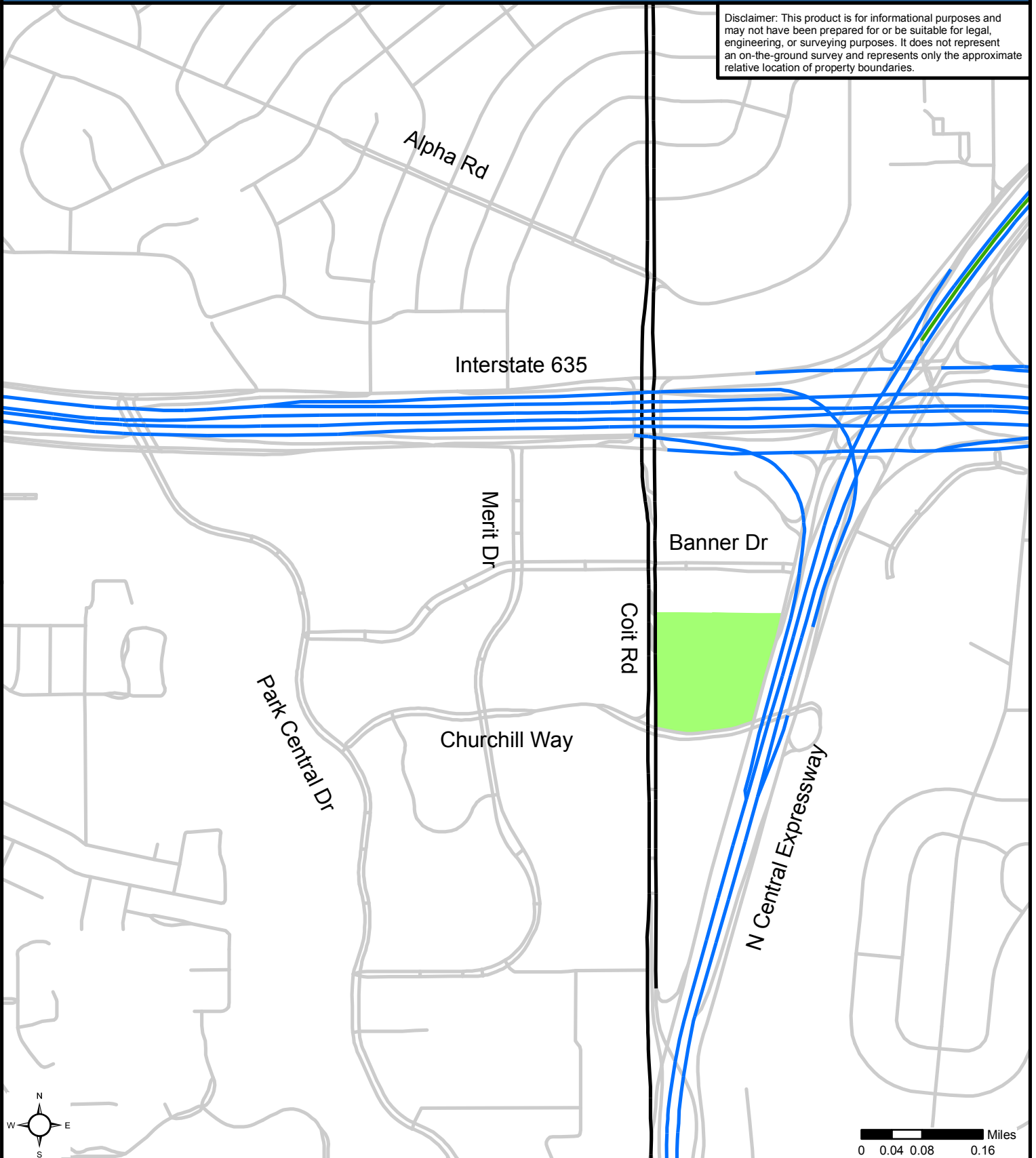
- I. Subject to the approval of the Director of the Office of Economic Development, Costco may receive a one time, six (6) month extension of the benchmark deadlines specified in provisions A through E above.

Section 4. That the Chief Financial Officer is hereby authorized to encumber and disburse future funds from: Fund 0352, Department ECO, Unit 9992, Object 3016, Activity PPPF, Encumbrance No. ECO9992G277, Vendor No. VS90956, in an amount not to exceed \$3,000,000.

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.

EXHIBIT A

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



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Created 02.10.16, Last Updated 04.14.16 - Costco Subject Property

Legend



Costco Project Site - 12550 Coit Road

Data Source: City of Dallas

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 14

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 F

SUBJECT

Authorize a Chapter 380 economic development grant agreement with Saatchi & Saatchi North America, Inc. (doing business as Saatchi and Saatchi LA Team One) in an amount up to \$75,000 to encourage relocation and stimulate business development activity in the City of Dallas in conjunction with the location of its new office at 2021 McKinney Avenue, pursuant to the Public/Private Partnership Program - Not to exceed \$75,000 - Financing: Public/Private Partnership Funds

BACKGROUND

For the past year, city staff has been in discussions with representatives of Saatchi and Saatchi LA Team One regarding the location of a new full-service advertising agency office in the Dallas area to better serve a large client that is relocating to North Texas. Saatchi and Saatchi LA Team One evaluated locations in Dallas along with a number of other cities in the North Texas before selecting, with the encouragement and assistance of the Office of Economic Development, an approximately 50,000 square foot space in the new McKinney & Olive building located at 2021 McKinney Avenue.

Saatchi and Saatchi LA Team One has committed to a lease of ten (10) years at the McKinney & Olive building beginning in May 2017. The company anticipates investing \$1.5 million in business personal property at 2021 McKinney Avenue. Saatchi and Saatchi LA Team One executed the described lease after considering the City's economic development grant proposal and requests favorable City Council consideration of the proposed \$75,000 incentive. Saatchi and Saatchi LA Team One will create 131 permanent full-time positions at the office with an \$113,000 average annual salary by December 31, 2018.

BACKGROUND (Continued)

The terms of the proposed Chapter 380 economic development grant agreement are as follows:

- Saatchi and Saatchi North America, Inc. will be eligible for a \$75,000 grant upon verification of: (1) At least \$1 million invested in new business personal property (Furniture, Fixtures and Equipment) by December 31, 2017, (2) a certificate of occupancy and, (3) at least 100 full-time positions located at the facility with an \$113,000 average annual salary on or before December 31, 2018.
- Saatchi and Saatchi North America, Inc. will be required to reimburse the City in the amount of \$37,500 should it not maintain at least 100 full-time positions at the office for a period of five (5) years beginning January 1, 2019 through December 31, 2023 from the date of payment of the grant.

Net fiscal impact from the project after incentives is estimated at \$4,395,071 over the 10 year lease term. This proposed project conforms to minimum eligibility criteria for the City's Public/Private Partnership Program Guidelines and Criteria as creates over 100 jobs. Staff recommends approval of the proposed incentive.

Headquartered in Torrance and Los Angeles, California, Saatchi and Saatchi LA Team One are jointly-operating advertising agencies which have significant business relationships with Toyota and Lexus and will bring the company's advertising services to Dallas."Specifically, Saatchi & Saatchi LA has been the agency of record for Toyota Motor Sales for over four decades while Team One has served as the agency of record for Lexus for over 25 years. Saatchi and Saatchi LA Team One and Saatchi and Saatchi North America, Inc. are wholly owned by Publicis Groupe, one of the world's largest communication groups, offering a full range of services and expertise across digital, technology, consulting, creative, corporate communications and public affairs, media strategy, planning and buying, healthcare communications and brand asset production. Present in 108 countries, Publicis Groupe employs more than 77,000 professionals worldwide.

ESTIMATED SCHEDULE OF PROJECT

Begin tenant improvements	November 2016
Complete tenant improvements	May 2017

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

\$75,000 - Public/Private Partnership Funds

OWNER

Crescent McKinney Olive LP

A Delaware limited partnership (acting as Landlord)

By: Crescent McKinney Olive GP LLC

A Delaware limited liability company (acting as General Partner)

John Zogg, Jr., Managing Director

Saatchi and Saatchi North America, Inc.

d/b/a Saatchi & Saatchi LA Team One

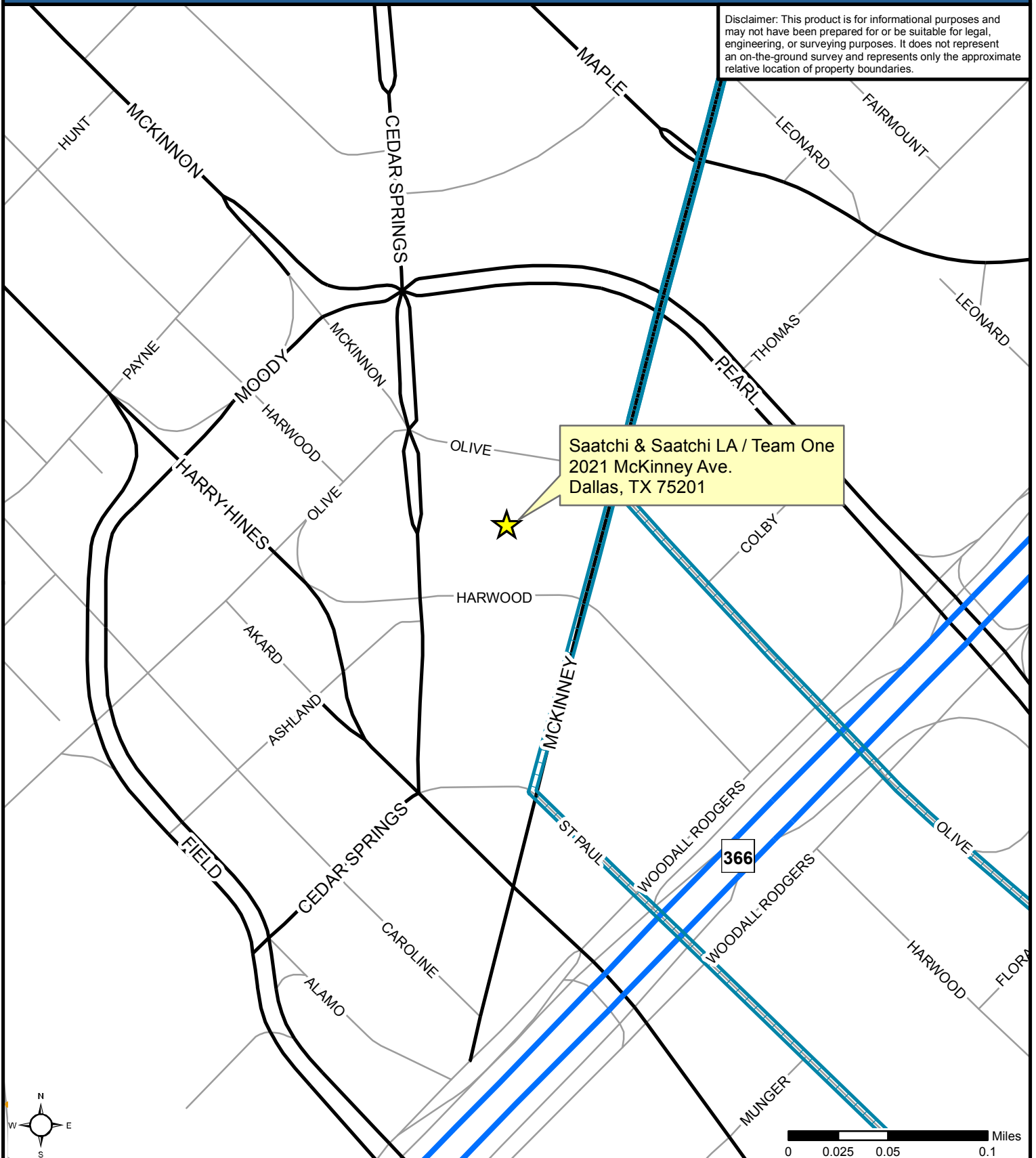
Michael Webb, Chief Financial Officer

MAP

Attached.

Saatchi & Saatchi LA / Team One

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.



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Created 3.31.2016 - 16-03-30 David Schleg.TCG

Legend

- McKinney Avenue Trolley
- Freeway

- Arterial
- Local Road

Source: City of Dallas, 2016

May 11, 2016

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

WHEREAS, on June 25, 2014, pursuant to Resolution No. 14-0993, City Council elected to continue its authorization of the City of Dallas' Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements as specified in the Property Redevelopment and Tax Abatement Act and other City of Dallas economic development programs including the Business Development Chapter 380 Grant/Loan Program for the period June 25, 2014 through June 25, 2016; and

WHEREAS, Saatchi and Saatchi LA Team One, following discussions with the Office of Economic Development, has chosen to relocate to Dallas to better serve its longstanding clients that have relocated to the North Texas region, and its choice of a downtown Dallas location will both promote vitality in the area and position Saatchi and Saatchi LA Team One to better serve Dallas clients; and

WHEREAS, the City desires to enter into an economic development grant agreement with Saatchi and Saatchi North America, Inc. to promote economic development, stimulate private sector investment, encourage job creation, and grow the tax base in Dallas.

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute an economic development grant agreement with Saatchi and Saatchi North America, Inc. in conjunction with the relocation and expansion of its regional workforce and operations to a new office facility ("Facility") at 2021 McKinney Avenue, Dallas.

Section 2. That the real property located at 2021 McKinney Avenue, Dallas, which shall be described in the economic development grant agreement, is attached as **Exhibit A** (Metes and Bounds Legal Description) and graphically depicted on the attached site map as **Exhibit B**.

Section 3. That the economic development grant shall be in an amount not to exceed \$75,000 provided Saatchi and Saatchi North America, Inc. meets its obligations under the grant agreement with the City.

May 11, 2016

Section 4. That the terms of the grant payment shall be as follows:

- (1) A grant totaling \$75,000 to Saatchi and Saatchi North America, Inc. The grant will be payable upon verification of: (1) At least \$1 million invested in new business personal property (Furniture, Fixtures and Equipment) by December 31, 2017, (2) a certificate of occupancy and, (3) at least 100 full-time positions with an \$113,000 average annual salary located at the facility on or before December 31, 2018.
- (2) If Saatchi and Saatchi North America, Inc. fails to maintain at least 100 FTE's for a period of five (5) years beginning January 1, 2019 through December 31, 2023 from the date of payment of the grant, Saatchi and Saatchi LA is required to repay \$37,500 to the City of Dallas.

Section 5. That the Chief Financial Officer is hereby authorized to encumber and disburse future funds from: Fund 0352, Department ECO, Unit 9992, Object 3016, Activity PPPF, Encumbrance No. ECO9992G278, Vendor No. VS91575, in an amount not to exceed \$75,000.

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

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

METES AND BOUNDS

3.0986 Acres

John Grigsby Survey, Abstract No. 495

City of Dallas, Dallas County, Texas

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495, Official City of Dallas Block 948 in the City of Dallas, Dallas County, Texas, and being all of the 3.0968 acres tract of land described in deed to Crescent Crown Land Holdings SPV LLC, recorded in Instrument No. 201400058209 of the Official Public Records of Dallas County, Texas (Bearing system based on monuments found along the north right-of-way line of Olive Street per the plat recorded in Volume 2003207, Page 00050 of the Deed Records of Dallas County, Texas) and being more particularly described as follows:

BEGINNING at an aluminum disk stamped "Crescent McKinney Olive Addition" found for corner at the intersection of the easterly right-of-way line of Cedar Springs Road (80-foot wide public right-of-way) with the southerly right-of-way line of Olive Street (60-foot wide public right-of-way);

THENCE with said southerly right-of-way line of Olive Street, the following courses and distances to wit:

--South 80°29'14" East, a distance of 446.36 feet to an aluminum disk stamped "Crescent McKinney Olive Addition" found for corner;

--South 44°58'20" East, a distance of 34.68 feet to an "X" cut set in the concrete walk for the intersection of the southerly right-of-way line of Olive Street with the westerly right-of-way line of McKinney Avenue (60-foot wide public right-of-way at this point), from said corner, a found "X" cut bears South 75°38' West, 8.49 feet;

THENCE with said westerly right-of-way line of McKinney Avenue, South 14°46'11" West, a distance of 264.36 feet to an "X" cut set in concrete at the intersection of the said westerly right-of-way line of McKinney Avenue with the northerly right-of-way line of North Harwood Street, from said corner, a found aluminum disk stamped "Crescent McKinney Olive Addition" bears South 66°58'49" East, 0.40 feet;

THENCE with said northerly right-of-way line of North Harwood Street, South 89°10'08" West, a distance of 376.85 feet to a cross mark cut in concrete walk for the intersection of the said westerly right-of-way line of McKinney Avenue with the northerly right-of-way line of North Harwood Street, from which an "X" cut found in concrete walk for the northwest corner of Lot

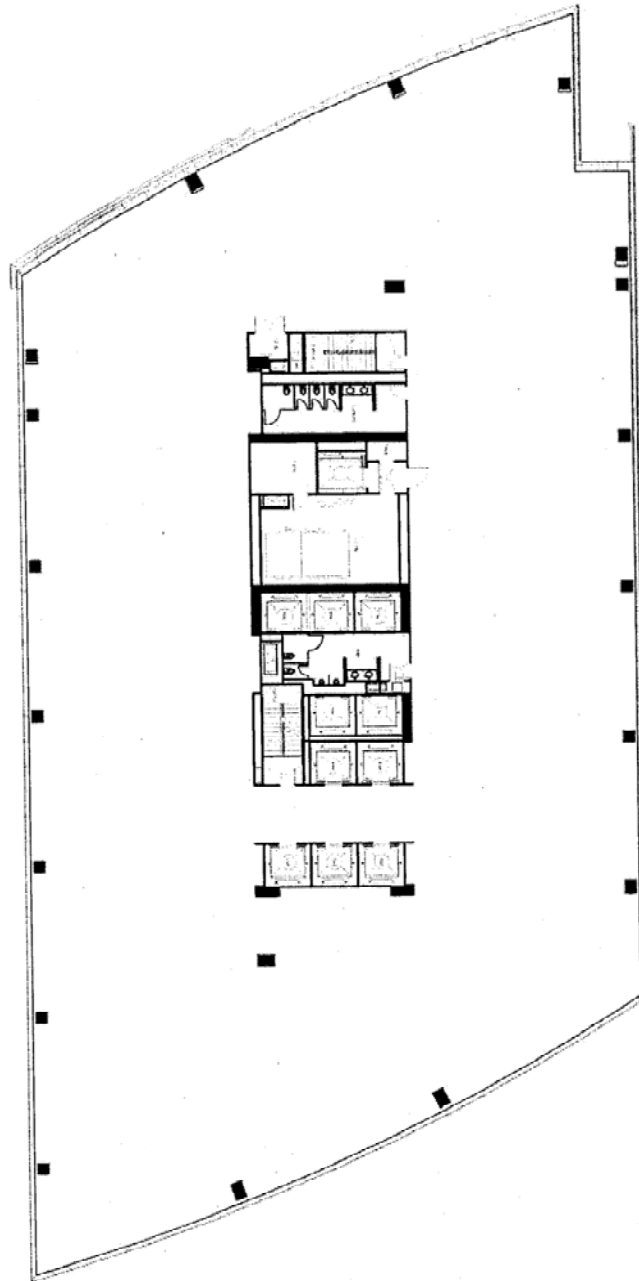
Exhibit A

2B, Block A/358, of Oly/McKinney II Addition, an Addition to the City of Dallas, Texas, according to the Plat thereof recorded in Volume 2002224, Page 0194 of the Deed Records of Dallas County, Texas, bears South 02°52'16" East, a distance of 60.05 feet;

THENCE with said easterly right-of-way line, North 03°16'04" West, a distance of 359.98 feet to the POINT OF BEGINNING and containing 3.0986 acres of land.

Exhibit A

Exhibit A-1

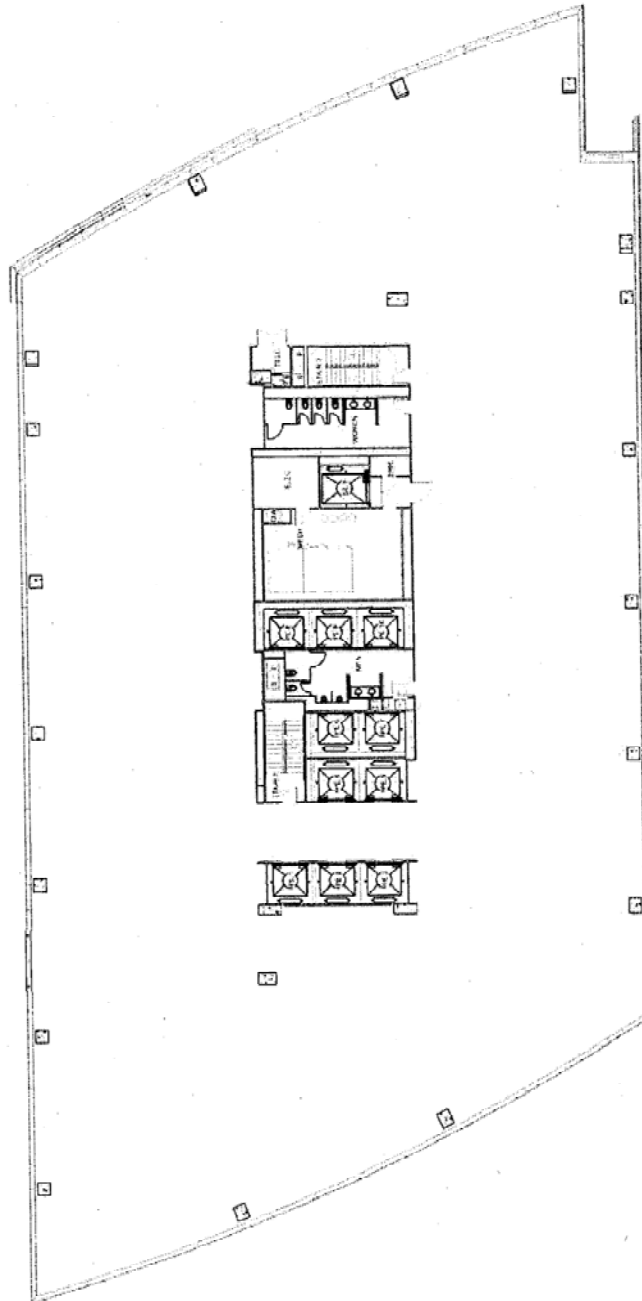


FLOOR 6
McKINNEY AND OLIVE



Exhibit A

Exhibit A-1

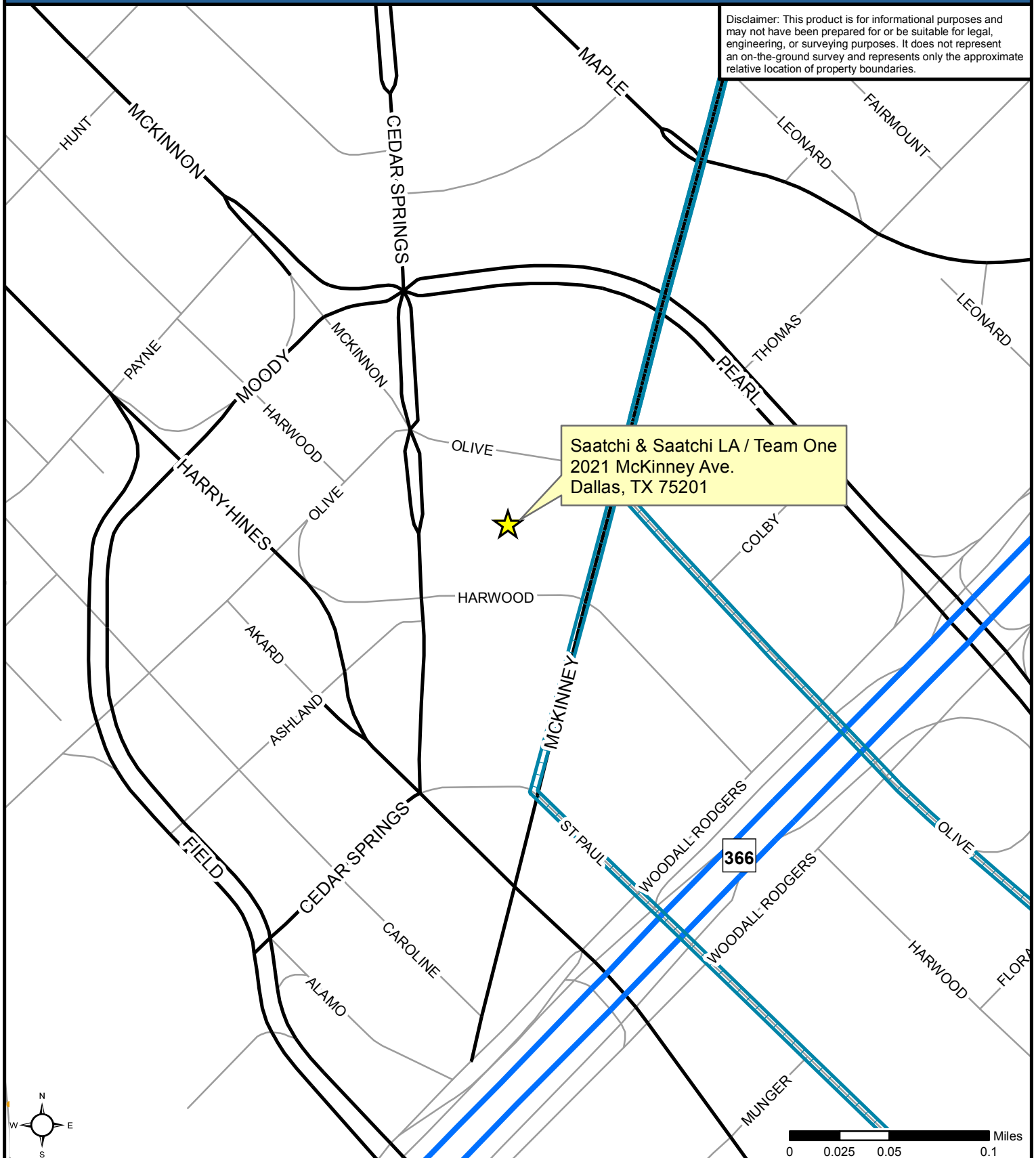


FLOOR 7
MCKINNEY AND OLIVE



Exhibit B: Saatchi & Saatchi LA / Team One

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.



Saatchi & Saatchi LA / Team One
2021 McKinney Ave.
Dallas, TX 75201

DALLAS
ECONOMIC
DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 3.31.2016 - 16-03-30 David Schleg.TCG

Legend

- McKinney Avenue Trolley
- Freeway

- Arterial
- Local Road

Source: City of Dallas, 2016

AGENDA ITEM # 51

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize **(1)** the Seventh Amendment to the Loan Agreement between the City of Dallas and the Oak Cliff Foundation (OCF) to convert the Section 108 Term Loan Agreement (the “Term Loan”) in the original amount of \$400,000 from one with partial repayment and forgiveness terms to a secured, zero percent interest forgivable loan, where all principal and interest will be forgiven under the loan by June 1, 2026 or over a period of 10 years from the date of execution of the Seventh Amendment whichever is later, subject to the OCF meeting certain conditions and requirements of the City; **(2)** the City to subordinate the City ‘s loans with the OCF to a third party lender in order for the OCF to obtain third party bank financing, subject to the OCF meeting certain conditions and requirements of the City; **(3)** the City Manager to execute a Partial Release of Lien with respect to the 1.2 million Section 108 funded Loan Agreement between the City and the OCF; and **(4)** modifications to the Loan Agreement and the Loan documents to comport with these requirements – Financing: CDBG Program Income Foregone (\$467,888)

BACKGROUND

In July, 2001, the City provided the Oak Cliff Foundation (OCF) with a Section 108 \$400,000 CDBG funded loan for a term of 30 years, at an interest rate of 4% for purchase of the Texas Theater and some adjacent property. Payment terms were interest only for the initial 10 years, with principal and interest payments commencing in August 2011. Additionally OCF received a \$1,200,000 HUD Section 108 loan for the purpose of renovating the theater. The 1.2 million dollar loan was forgivable, conditioned upon completing property improvements and compliance with the HUD requirement of continuous operation for 5 years after issuance of a Certificate of Occupancy. The over-arching purpose of these funding commitments was to remove blight (spot) and restore a historically significant entertainment venue to an area that serves low to moderate income residents as well as stimulate continued redevelopment of Jefferson Boulevard.

BACKGROUND (Continued)

The original plan was for Dallas Summer Musicals (DSM) to operate the theater after renovations were completed. Debt service payments were to be funded from revenues derived from a 5 year lease contract with DSM. Although an administrative Certificate of Occupancy was granted in August 2005, OCF was unable to meet all the terms of the DSM contract, particularly related to restoration finish out, and the DSM contract was nullified. OCF struggled to make interest payments and meet HUD operational requirements. In August 2010 management and operation of the Texas Theater was changed to Aviation Cinema, Inc. (Aviation). Terms of the \$400,000 Term Loan were modified to bring the loan current and facilitate full restoration of the theater by Aviation. A final Certificate of Occupancy was issued in late 2010. Aviation entered into a 5 year lease with OCF which provided for lease payments of \$4,000/month for 6 months, beginning 3/1/11 and increasing to \$7,000/month for 48 months, beginning 9/1/11.

Aviation struggled to meet revenue projections and began to suffer negative cash flow. In an effort to assure continued operation of the theater, Council authorized further amendment of the \$400,000 Term Loan as follows: (1) all debt service payments were deferred for 36 months through 4/1/16; (2) interest was reduced to 0%; (3) Monthly payments of \$1,500 were scheduled to commence 5/1/16 until the loan is fully repaid; and (4) the City agreed to forgive 25% of the loan balance annually from 5/1/17-5/1/20 in a total amount of \$397,384.09. The theater continues to be fully operational and recently featured the latest Star Wars release. HUD requirements for forgiveness of the \$1,200,000 were fulfilled in October 2015.

OCF and Aviation recently approached the City with a proposal to further expand and upgrade the theater. Renovation costs are estimated at \$1,500,000. In order to obtain bank financing, OCF has requested the following: (1) conversion of the existing loan principal balance plus accrued interest (\$467,887.07) to a fully forgivable loan (representing net additional forgiveness of \$70,502.98); (2) subordination of the City's lien position to bank financing; and (3) a partial lien release in the amount of \$1,200,000 reflecting forgiveness of the HUD Section 108 loan in the same amount. As consideration: Aviation will agree to extend its current lease until 6/1/26 or for ten years whichever is later; OCF must cause continuous operation of the theater through expiration of the extended lease; the property will be deed restricted to provide theatrical services to the community for 10 years beginning on the date of execution of the Seventh Amendment; and a third party bank loan commitment must be obtained for a minimum of 75% of the estimated cost of renovation. Lien subordination and lien releases will be concurrent with closing of the bank loan.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 24, 2000, City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 Contract for Loan Guarantee Assistance (B-94-MC-48-0009) to change the final date for the draw down of funds for expenditure from December 31, 2000 to June 30, 2001 to facilitate the completion of NRP projects by Resolution No. 00-1702.

On June 27, 2001, City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract for Loan Guarantee Assistance to change the final date for the draw down of funds for expenditure from June 30, 2001 to December 31, 2001 and provide for other matters relating thereto by Resolution No. 01-2092.

On November 14, 2001, City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract for Loan Guarantee Assistance to change the final date from the draw down of funds for expenditure from December 31, 2001 to December 31, 2002 to accommodate the Texas Theater and provide for other matters relating thereto by Resolution No. 01-3399.

On December 11, 2002, City Council authorized an amendment to the Neighborhood Renaissance Partnership (NRP) Program Section 108 Contract for Loan Guarantee Assistance (B-94-MC-48-0009) to extend the deadline for the draw down of funds for expenditure of all Section 108 Loan Guarantee funds from December 31, 2002 to October 31, 2003 and provide for other matters relating thereto by Resolution No. 02-3534.

On May 12, 2004, City Council authorized a modification to loan documents between the Oak Cliff Foundation and the City of Dallas regarding the Texas Theater project to extend the completion date to June 30, 2005 and provide for other matters relating thereto by Resolution No. 04 -1559.

On June 12, 2013, City Council authorized the sixth amendment to the Section 108 Term Loan Documents, pursuant to Administrative Action No. 10-2683, to authorize the sixth amendment to the Loan Documents between the City of Dallas and the Oak Cliff Foundation (OCF), to amend the Section 108 Term Loan Documents in the original amount of \$400,000 to: (1) defer all payments, interest and principal for thirty six months from May 1, 2013 through April 1, 2016; (2) reduce interest rate from 4% to 0% effective May 1, 2013; and (3) begin \$1,500 monthly payments of principal beginning May 1, 2016 and forgiveness of 25% of the outstanding May 1, 2016 principal balance of the loan annually beginning May 1, 2017 (so long as OCF meets certain benchmark and criteria as established in the Loan Documents) until the principal balance of the loan is paid in full and provide for other matters relating thereto, by Resolution No. 13-1027.

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

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

CDBG Program Income Foregone in the amount of \$467,887.07

OWNER

Oak Cliff Foundation, a Texas non-profit corporation

Decker Sachse, Chairman of the Board

May 11, 2016

WHEREAS, with respect to the Neighborhood Renaissance Partnership (NRP) Program Section 108 Contract for Loan Guarantee Assistance (B-94-MC-48-0009), it is necessary to obtain additional authorization from the City Council to extend the expenditure deadline for the disbursement of NRP Section 108 funds; and

WHEREAS, on November 5, 2001, the Housing and Neighborhood Development Committee was briefed on this request to amend the Neighborhood Renaissance Partnership Program Section 108 contract to change the final date for the draw down of funds for expenditure from December 31, 2001 to December 31, 2002; and

WHEREAS, on November 14, 2001, City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract for Loan Guarantee Assistance to change the final date from the draw down of funds for expenditure from December 31, 2001 to December 31, 2002 to accommodate the Texas Theater and provide for other matters relating thereto by Resolution No. 01-3399; and

WHEREAS, on December 11, 2002, City Council authorized an amendment to the Neighborhood Renaissance Partnership (NRP) Program Section 108 Contract for Loan Guarantee Assistance (B-94-MC-48-0009) to extend the deadline for the draw down of funds for expenditure of all Section 108 Loan Guarantee funds from December 31, 2002 to October 31, 2003 and provide for other matters relating thereto by Resolution No. 02-3534; and

WHEREAS, on October 15, 2010, by Administrative Action No. 10-2683 the City Manager authorized the Fifth amendment to the Loan Agreement between the City of Dallas and the Oak Cliff Foundation to amend the Section 108 Term Loan Agreement (Council Resolution No.'s 00-3734 and 01-2092) to defer interest payments of \$1,628 per month for 6 months beginning on September 1, 2010 to March 1, 2011, and adding the deferred interest payments total of \$9,768.00 (\$1,628 X 6) to the principal balance, making the outstanding principal loan balance \$507,448.00. Interest only payments will resume March 1, 2011 at \$1,628.00 per month and continue through February 1, 2012. Principal and interest payments of \$3,016.63 will begin March 1, 2012 and continue through the earlier of February 28, 2031 any earlier date on which the entire Loan is required to be paid by acceleration or otherwise, under the Loan Agreement or any other Loan Documents; and

WHEREAS, Administrative Action No. 10-2683 also changed management and operation of the Texas Theater from Dallas Summer Musicals (DSM) to Aviation Cinema, Inc., under a Lease effective September 1, 2010; and

WHEREAS, the Oak Cliff Foundation, Inc. after a long fund raising campaign, was able to garner the necessary funds for the total renovation cost; and

May 11, 2016

WHEREAS, the Oak Cliff Foundation has successfully completed the renovation of the Texas Theater, has met the HUD National Objective and is currently providing the public benefit required under the HUD Loan Agreement; and

WHEREAS, the Texas Theater is a Historic Landmark that has been renovated to provide benefit to the Oak Cliff community and revitalization to the Jefferson Corridor.

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 (1) the seventh amendment to the Loan Agreement between the City of Dallas and the Oak Cliff Foundation (OCF) to convert the Section 108 Term Loan Agreement (the "Term Loan") in the original amount of \$400,000 from one with partial repayment and forgiveness terms to a secured, zero percent interest forgivable loan, where all principal and interest will be forgiven under the loan by June 1, 2026 or after a period of 10 years from execution of the Seventh Amendment whichever is later, subject to the OCF meeting certain conditions and requirements of the City; (2) the City to subordinate the City's loans with the OCF to a third party lender in order for the OCF to obtain third party bank financing, subject to the OCF meeting certain conditions and requirements of the City; (3) the City Manager to execute a Partial Release of Lien with respect to the 1.2 million funded Loan Agreement between the City and the OCF; and (4) modification of the Loan agreement and the Loan documents to comport with these requirements.

Section 2. That additional Section 108 terms of the amendment to the Loan Documents include:

- a. Oak Cliff Foundation, Inc. and Aviation Cinema, Inc. (Aviation) will amend its existing Lease Agreement with respect to the Texas Theatre, to terminate no sooner than the 10 year forgivable loan period from the date of execution of the Seventh Amendment or June 1, 2026 whichever is longer.
- b. OCF and Aviation Cinema, Inc. will agree to continuously provide theatrical services at the Texas Theatre, either by Aviation or its assigns as approved by the City, throughout the 10 year forgivable period from the execution of the Seventh Amendment or until June 1, 2026, whichever is longer.
- c. Deed Restriction to provide theatrical services to the community for 10 years from the date of the execution of the Seventh Amendment.

May 11, 2016

Section 2. (Continued)

- d. Bank Loan Commitment Letter for at least 75% of estimated cost of renovation.

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 # 52

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 5

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 58 P

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of and an amendment to Specific Use Permit No. 1814 for a vehicle display, sales, and service use and a commercial motor vehicle parking lot on property zoned Subdistrict 5A within Planned Development District No. 533, the C.F. Hawn Special Purpose District No. 1, with a D-1 Liquor Control Overlay on the northeast line of C.F. Hawn Service Road, west of Southeast Drive

Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site/landscape plan and conditions

Z145-291(LHS)

FILE NUMBER: Z145-291(LHS)

DATE FILED: July 8, 2015

LOCATION: Northeast line of C.F. Hawn Service Road, west of Southeast Drive

COUNCIL DISTRICT: 5

MAPSCO: 58P

SIZE OF REQUEST: ±3.51 acres

CENSUS TRACT: 93.04

APPLICANT/OWNER: Ruth Hunsinger

REQUEST: An application for the renewal of and an amendment to Specific Use Permit No. 1814 for a vehicle display, sales, and service use and a commercial motor vehicle parking lot on property zoned Subdistrict 5A within Planned Development District No. 533, the C.F. Hawn Special Purpose District No. 1 with a D-1 Liquor Control Overlay.

SUMMARY: The purpose of this request is to allow the existing establishment [Sinai Truck Parking] to continue the operation of a vehicle display, sales, and service use and a commercial motor vehicle parking lot. The amendment would extend the area demarcated on the site plan, account for a dumpster towards the western border of the property, provide for the extension of a fence and the addition of a gate, and account for additional landscaping requirements. The number of permitted parking spaces for commercial motor vehicles is also being increased from 14 to 55. The site is currently developed with two existing buildings providing a cumulative floor area of ±11,493 square feet. While this Specific Use Permit was eligible for automatic renewals, it could not be automatically renewed because the applicant is requesting an amendment to the City Council approved site/landscape plan and conditions.

CPC RECOMMENDATION: **Approval** for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site/landscape plan and conditions.

STAFF RECOMMENDATION: **Approval** for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site/landscape plan and 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* – While there is a single family residential use directly west of the site, the residential use is not consistent with the character of the area. C.F. Hawn Freeway is south of the site, and undeveloped land lies to the north. To the east is a current Specific Use Permit for an office showroom/warehouse use. The existing commercial motor vehicle parking lot use and a vehicle display, sales, and service use are expected to remain compatible with the area.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The existing use neither contributes nor is it a detriment to adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The existing use is not detrimental 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 applicable zoning regulations and standards of Subdistrict 5A within PDD No. 533.

Background: On November 10, 2010, the City Council approved the creation of Subdistrict 5A within PDD No. 533, which allowed for all the uses within Subdistrict 5 as well as a commercial motor vehicle parking lot use with a Specific Use Permit. On the same day, the City Council approved Specific Use Permit No. 1814 for a vehicle display, sales, and service use and a commercial motor vehicle parking lot use for a five-year period with the eligibility for automatic renewals for additional five-year periods.

Zoning History: There have not been any zoning changes requested in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
C.F. Hawn Freeway	Highway	±270 feet
Southeast Drive	Minor Arterial	50 feet

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it has not significantly impacted the surrounding roadway system.

Comprehensive Plan:

The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *fowardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being in a Commercial Center or Corridor Building Block.

These areas primarily function as service and job destinations and are similar to Business Centers or Corridors, but are smaller and incorporate less density. These corridors, commonly at the intersection of major streets, are easily accessed via automobiles. Buckner Boulevard is an example of a Commercial Corridor. Buildings in these areas tend to be on separate parcels and stand one to five stories with offices, restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors also may include multifamily housing in low- to mid-rise apartment buildings or condominiums. Landscaping and urban design will enhance the visitor's experience and is used to separate sidewalks from major roads and define pedestrian routes in large parking lots. For large shopping centers, this may involve adding public plazas or other "town center" features. Public transit enhancements as well as quality access and visibility are important components of successful auto-oriented development.

The request provides a service and is easily accessed from C.F. Hawn Freeway. However, a specific use permit allows the City to continue to evaluate the compatibility of the use with the surrounding area and to ensure compliance with the conditions and site plan are being met.

STAFF ANALYSIS:**Land Use:**

	Zoning	Land Use
Site	PDD No. 533, Subdistrict 5A, and SUP 1814	Commercial Motor Vehicle Parking and Vehicle Sales, Service, and Display
North	R-7.5(A)	Undeveloped Land
East	PDD No. 533, Subdistrict 5, 6, and 7, and SUP 1754	Office Showroom/Warehouse and Undeveloped Land
South	C.F. Hawn Freeway	Highway

West	PDD 533	Single-family and Undeveloped Land
-------------	---------	------------------------------------

Land Use Compatibility:

The site abuts C.F. Hawn Freeway to the south and is surrounded by vacant land, but has a current SUP for an office showroom/warehouse use abutting the site to the east. The applicant's request for renewal of and an amendment to Specific Use Permit No. 1814 will not only allow the continued operation of the existing commercial motor vehicle parking use [Sinai Truck Parking], but increase the number of permitted parking spaces for commercial motor vehicles from 14 to 55, most of which will be located towards the northern portion of the site. In order to do so, the applicant first had to apply for a Letter of Map Amendment, which was granted by FEMA in October of 2015. The applicant has also amended the site/landscape plan to provide for landscaping requirements as per the ordinance governing the PDD.

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.

Based on staff's analysis of the site, the existing built environment, and the specific detail of the operation in the locations noted on the site and landscape plan, staff has determined the renewal and amendment to be appropriate.

Parking:

Pursuant to §51A-4.210(31)(C), a vehicle display, sales, and service use requires one space per 500 square feet of floor area and site area exclusive of parking area. Based on documentation provided by the applicant, the building for the aforementioned use contains a cumulative floor area of ±448 square feet. Therefore, for this use, one off-street parking space is required. According to §51A-4.210(8.1)(C), a commercial motor vehicle parking use requires no off-street parking. Nevertheless, the SUP has placed a condition that limits the number of off-street parking spaces for this particular use. Previously, City Council approved 14 parking spaces. In this request, the applicant requests 55 commercial parking spaces.

Landscaping:

Landscaping of any development will be in accordance with Ordinance No. 23780, which governs PDD No. 533. The applicant has met with the Arborist department to determine if the site meets the requirements, and the Arborist has concluded the revised site and landscape plan does.

Z145-291(LHS)

List of Partners/Principals/Officers

Sinai Truck Parking

Owner

Ruth Hunsinger

CPC Action – April 7, 2016

Z145-291(LHS)

Motion: It was moved to recommend **approval** of the renewal of and an amendment to Specific Use Permit No. 1814 for a vehicle display, sales, and service use and a commercial motor vehicle parking lot for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a revised site plan and revised conditions with the following added staff condition: 1) An alternative paving material be officially and formally approved by the City engineer prior to issuance of a certificate of occupancy on the rear portion of the expansion property on property zoned Subdistrict 5A within Planned Development District No. 533, the C.F. Hawn Special Purpose District No. 1, with a D-1 Liquor Control Overlay on the northeast line of C.F. Hawn Service Road, west of Southeast Drive.

Maker: Shidid
Second: Murphy
Result: Carried: 13 to 0

For: 13 - Anglin, Houston*, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung,
Housewright*, Schultz, Peadon, Murphy,
Ridley

Against: 0
Absent: 1 - Tarpley
Vacancy: 1 - District 2

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 21
Replies: For: 1 Against: 0

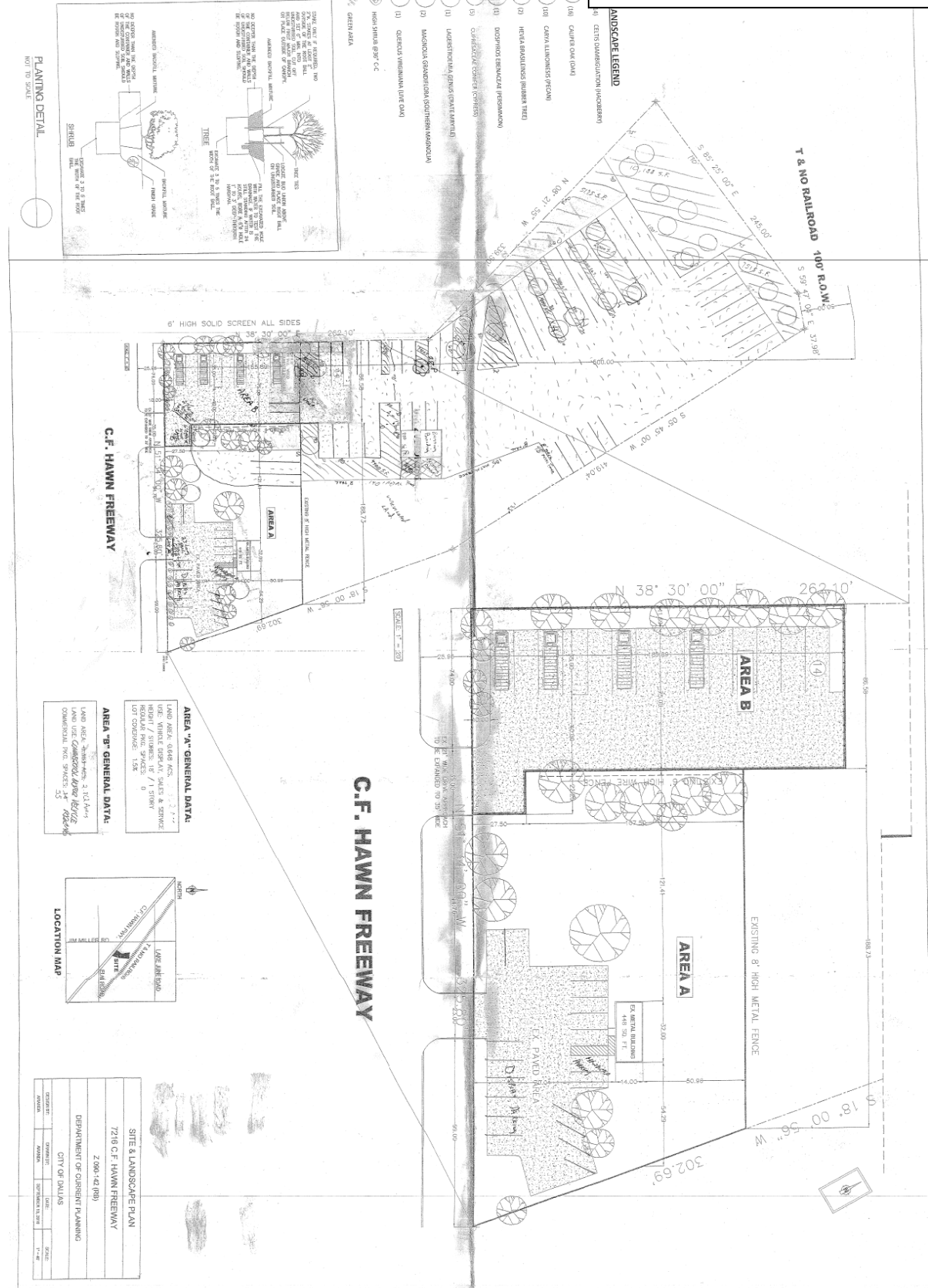
Speakers: None

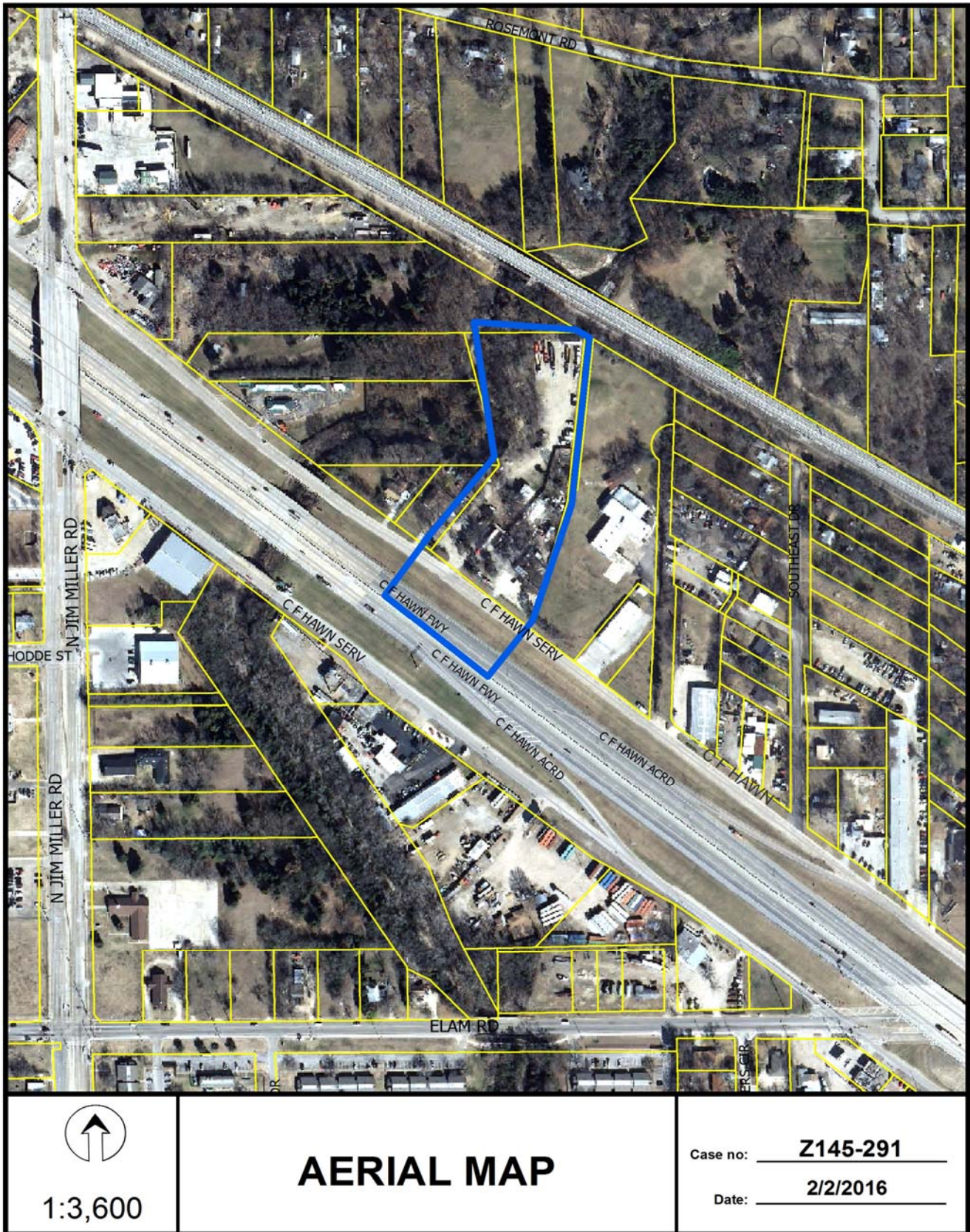
**Z145-291
SUP Conditions**

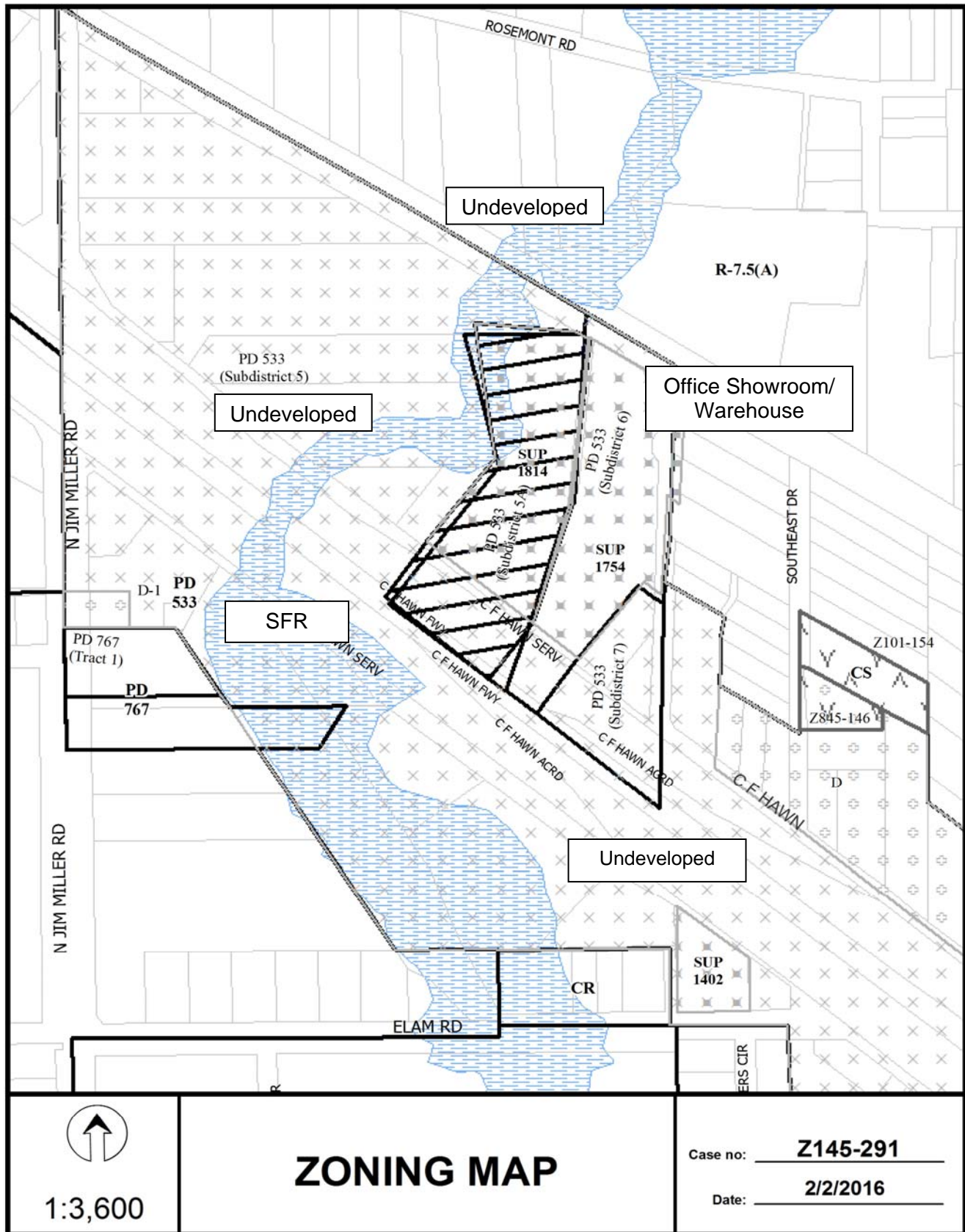
1. USE: The only uses authorized by this specific use permit are a vehicle display, sales, and service use and a commercial motor vehicle parking lot in the locations shown on the attached site and landscape plan.
2. SITE PLAN: Use and development of the Property must comply with the attached site and landscape plan.
3. TIME LIMIT: This specific use permit expires on _____ (five years), but is eligible for automatic renewal for additional five-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. LANDSCAPING: Landscaping must be provided as shown on the attached site and landscape plan. Plant materials must be maintained in a healthy, growing condition.
5. HOURS OF OPERATION: Vehicles may only enter and exit the commercial motor vehicle parking lot between 6:00 a.m. and 6:00 p.m., Monday through Saturday. Vehicles may remain parked onsite overnight and on Sundays.
6. VEHICLE STORAGE: The maximum number of vehicles permitted at any one time in the commercial motor vehicle parking lot is 55 (44).
7. ALTERNATIVE PAVING MATERIAL: The Director shall approve an alternative paving material for the commercial motor vehicle parking lot prior to issuance of a certificate of occupancy.
78. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
89. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.



Proposed Site/Landscape Plan









04/06/2016

Reply List of Property Owners***Z145-291******21 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	7130 C F HAWN FWY	MEHTA DIPAK
O	2	7216 C F HAWN FWY	HUNSINGER JOSEPH & RUTH
	3	7220 C F HAWN FWY	GEMINI INDUSTRIES INC
	4	7108 C F HAWN FWY	CREATIVE ROOF SYSTEMS INC
	5	7212 C F HAWN FWY	WONG ABEL Z &
	6	7220 C F HAWN FWY	GEMINI INDUSTRIES INC
	7	7333 C F HAWN FWY	PLEASANT GROVE PPTIES I
	8	7303 C F HAWN FWY	PLEASANT GROVE PPTIES I
	9	7204 C F HAWN FWY	WONG ABEL Z & FRANCES M
	10	7230 C F HAWN FWY	GONZALEZ GUSTAVO
	11	7118 C F HAWN FWY	TAPIA JOSEPH &
	12	663 SOUTHEAST DR	JARRELL LIONELL
	13	671 SOUTHEAST DR	JARRELL LIONELL
	14	659 SOUTHEAST DR	ROBINSON BILLYE
	15	651 SOUTHEAST DR	PORRAS FRANCISCO
	16	7500 ROSEMONT RD	JASSO MIGUEL A
	17	7322 ROSEMONT RD	CARROLL JAMES B III &
	18	7306 ROSEMONT RD	CARROLL JAMES & ALLYN
	19	1 C F HAWN FWY	TEXAS STATE OF
	20	808 N JIM MILLER RD	STONE CREEK TRANSPORT LLC
	21	401 S BUCKNER BLVD	DART

AGENDA ITEM # 53

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 69A T

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial/Research District on property zoned an MF-1(A) Multifamily District, generally north of South Belt Line Road and northeast of Foothill Road
Recommendation of Staff and CPC: Approval
Z145-360(LHS)

FILE NUMBER: Z145-360(LHS) **DATE FILED:** September 18, 2014**LOCATION:** Generally north of South Belt Line Road and northeast of Foothill Road**COUNCIL DISTRICT:** 8 **MAPSCO:** 69A-T**SIZE OF REQUEST:** Approx. 4.25 acres **CENSUS TRACT:** 171.02

APPLICANT/ REPRESENTATIVE: Dave Williams**OWNER:** W.G. Properties**REQUEST:** An application for an IR Industrial/Research District on property zoned an MF-1(A) Multifamily District.

SUMMARY: The applicant requests to rezone a portion of a larger tract to an IR District. The subject site is a portion of a larger tract under the same ownership that has frontage on South Belt Line Road. The portion of the tract, approximately 6 acres, that is not being rezoned is zoned an IM Industrial Manufacturing District. GSI Highway Products has operated a facility that manufactures highway construction equipment on the entire since at least 2010. However, the business never received a certificate of occupancy in part due to the rear of the property that is the subject of this zoning change being zoned MF-1(A). The uses on the entire tract are considered industrial (inside) and outside storage. Industrial (inside) is defined as "an industrial facility where all processing, fabricating, assembly, or disassembly takes place wholly within and enclosed building." Both of these uses are permitted in the proposed IR and existing IM Districts on the tract. Based upon information provided by the applicant, the current operations are not potentially incompatible uses that require a Specific Use Permit in the IM District.

CPC RECOMMENDATION: Approval**STAFF RECOMMENDATION:** Approval

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

1. *Performance impacts upon surrounding property* – The surrounding area northwest of Belt Line Road is generally agricultural with the exception of some industrial (inside) and outside storage uses along the Belt Line Road frontage. While the subject site adjoins MF-1(A) zoning to the northwest and southwest and R-7.5(A) zoning to the west, the nearest single-family residence is approximately 500 feet away and separated by agricultural structures. The MF-1(A) parcel is currently used for agricultural purposes, as well. Consequently, rezoning the subject site to IR to permit the existing uses and any other potential uses permitted in the district will not have a negative impact upon surrounding property. Furthermore, residential adjacency standards for height, building setbacks, and screening will mitigate any potential land use conflicts.
2. *Traffic impact* – The rezoning of the subject site will not have a negative impact upon the surrounding street system with its access on South Belt Line Road.
3. *Comprehensive Plan or Area Plan Conformance* – The subject site is in a transitional area of two Building Blocks – Commercial Center or Corridor and Residential Neighborhood in the *Forward Dallas!* Plan. While more auto-oriented retail development would be expected, more intense commercial uses may be appropriate given surrounding roadways and land uses. IR zoning on this particular tract is generally acceptable.

Zoning History: There have not been any recent zoning changes requested in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
South Belt Line Road	Major Arterial	100'

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 transition of two Building Blocks –Residential Neighborhood and Commercial Center or Corridor.

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. 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 parkand-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 Commercial Centers or Corridors Building Block primarily functions as service and job destinations. These corridors, commonly at the intersection of major streets, are easily accessed via automobiles. Buildings in these areas tend to be on separate parcels and stand one to five stories with offices, restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors also may include multifamily housing in low- to mid-rise apartment buildings or condominiums. Landscaping and urban design will enhance the visitor’s experience and is used to separate sidewalks from major roads and define pedestrian routes in large parking lots. For large shopping centers, this may involve adding public plazas or other “town center” features. Public transit enhancements as well as quality access and visibility are important components of successful auto-oriented development.

Land Use:

	Zoning	Land Use
Site	MF-1(A)	Industrial (inside); outside storage
North	MF-1(A), IR	Agricultural; undeveloped
East	IR, IM	Industrial (inside); outside storage; undeveloped
South	IM	Industrial (inside); outside storage
West	MF-1(A)	Outside storage; agricultural

Land Use Compatibility:

IM is as restrictive or is less restrictive than IR in all land use classifications with the exception of the following: 1) vehicle or engine repair or maintenance is permitted in IR, but requires a residential adjacency review in IM; 2) a community service center is not permitted in IM, but is permitted in IR; 3) a hospital requires a Specific Use Permit in IM, but is permitted with a residential adjacency review in IR; 4) an overnight general purpose shelter is not permitted in IM, but is permitted in IR with certain provisions. Due to the more intense land uses permitted in the IM zoning, staff did not recommend rezoning the rear portion of the tract to IM given the Comprehensive Plan designation and the possibility of future development in the area more consistent with that vision.

Any structures on the site that were not permitted by the City of Dallas, will be subject to all Development Code standards. All structures on the subject site appear to meet the height restrictions for residential proximity slope (limited to 26 feet in this instance), setbacks, floor area ratio and lot coverage for IR zoning. Whether or not the property currently meets the stacking height requirements for outside storage was not determined at this time since this is a straight zoning request. The stacking height cannot exceed 30 feet from the adjoining property unless it is at least 200 feet away. These items will be reviewed prior to the issuance of a certificate of occupancy.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
MF-1 (A) Multifamily	15'	15'	Min. lot 3,000 sq. ft 1,000 sq. ft.-E 1,400 sq. ft.-1 BR. 1,800 sq. ft.- 2 Br +200 sq. ft. each add BR	36'	60%	Proximity Slope Visual Intrusion	Multifamily, duplex, single family
Proposed							
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 & storage, supporting office & retail

Landscaping: Landscaping requirements will be subject to Article X of the Dallas Development Code.

Z145-360(LHS)

List of Property Owners

John Williams, Partner

John Gilbert, Partner

Z145-360(LHS)

CPC Action – April 7, 2016

Z145-360(LHS)

Motion: It was moved to recommend **approval** of an IR Industrial/Research District on property zoned an MF-1(A) Multifamily District, generally north of South Belt Line Road and northeast of Foothill Road.

Maker: Haney
Second: Anglin
Result: Carried: 12 to 0

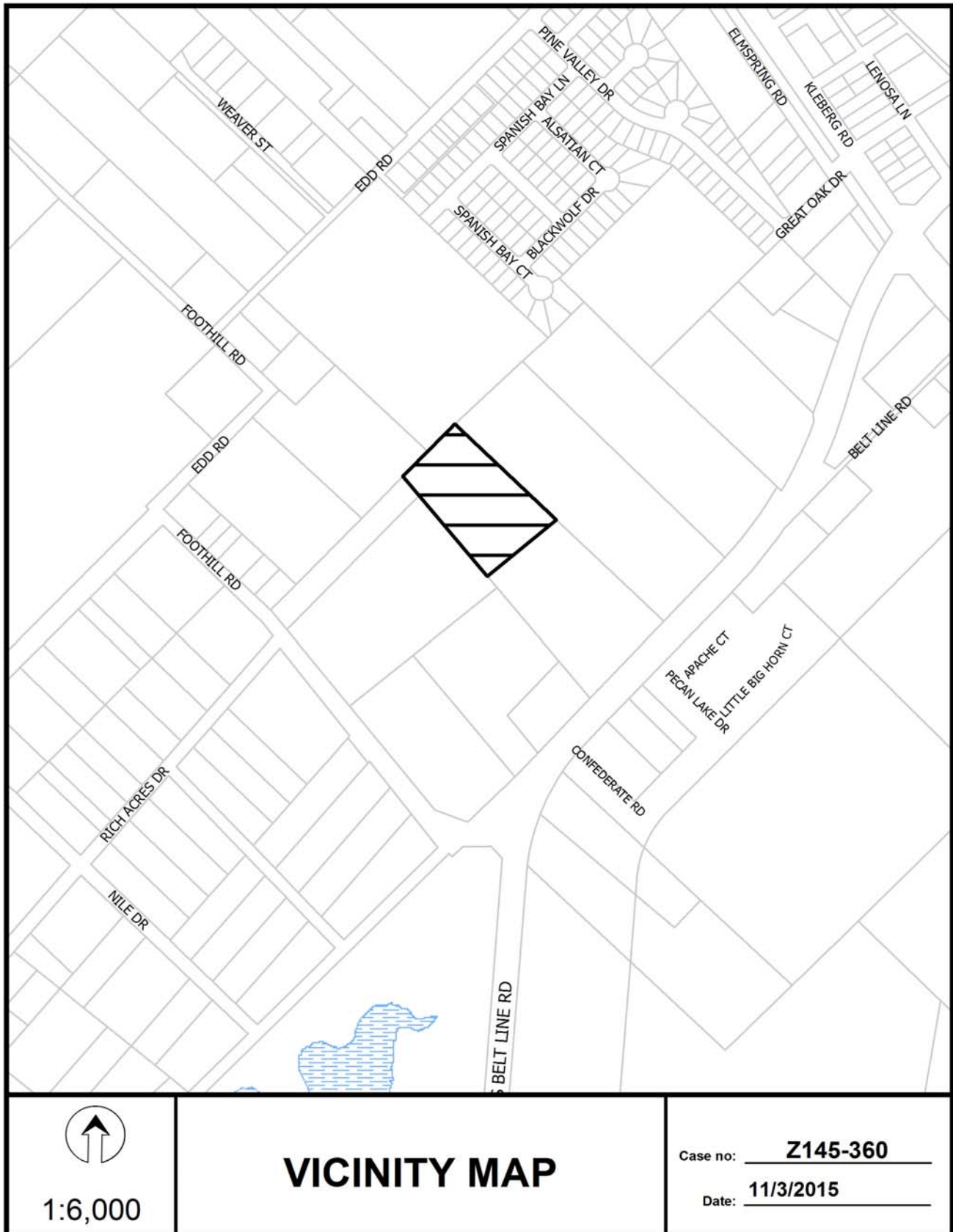
For: 12 - Anglin, Houston*, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung, Schultz,
Peadon, Murphy, Ridley

Against: 0
Absent: 1 - Tarpley
Vacancy: 1 - District 2
Conflict: 1 - Housewright

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 8
Replies: For: 2 Against: 1

Speakers: For: Dave Williams, Address not given
Against: None



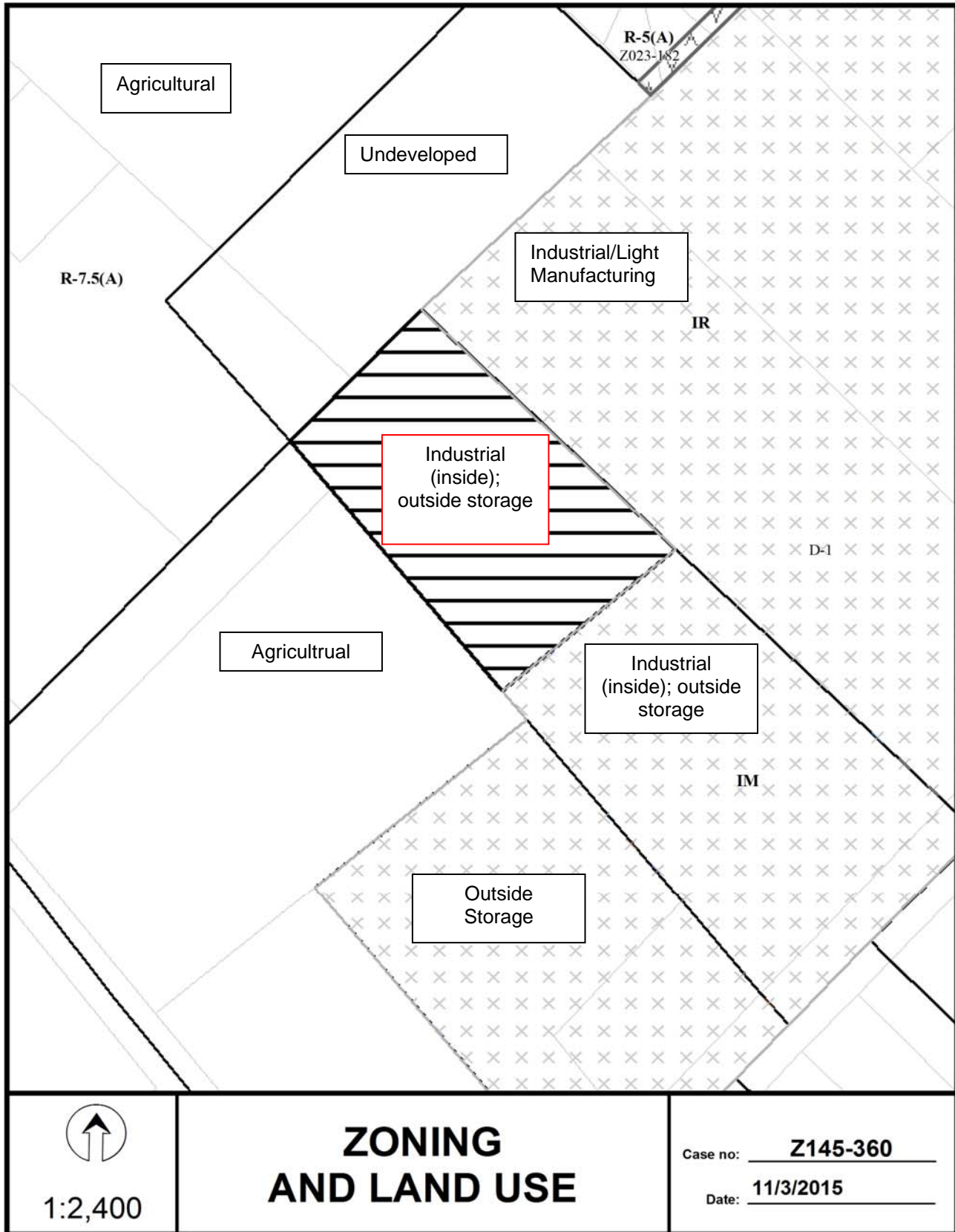


1:2,400

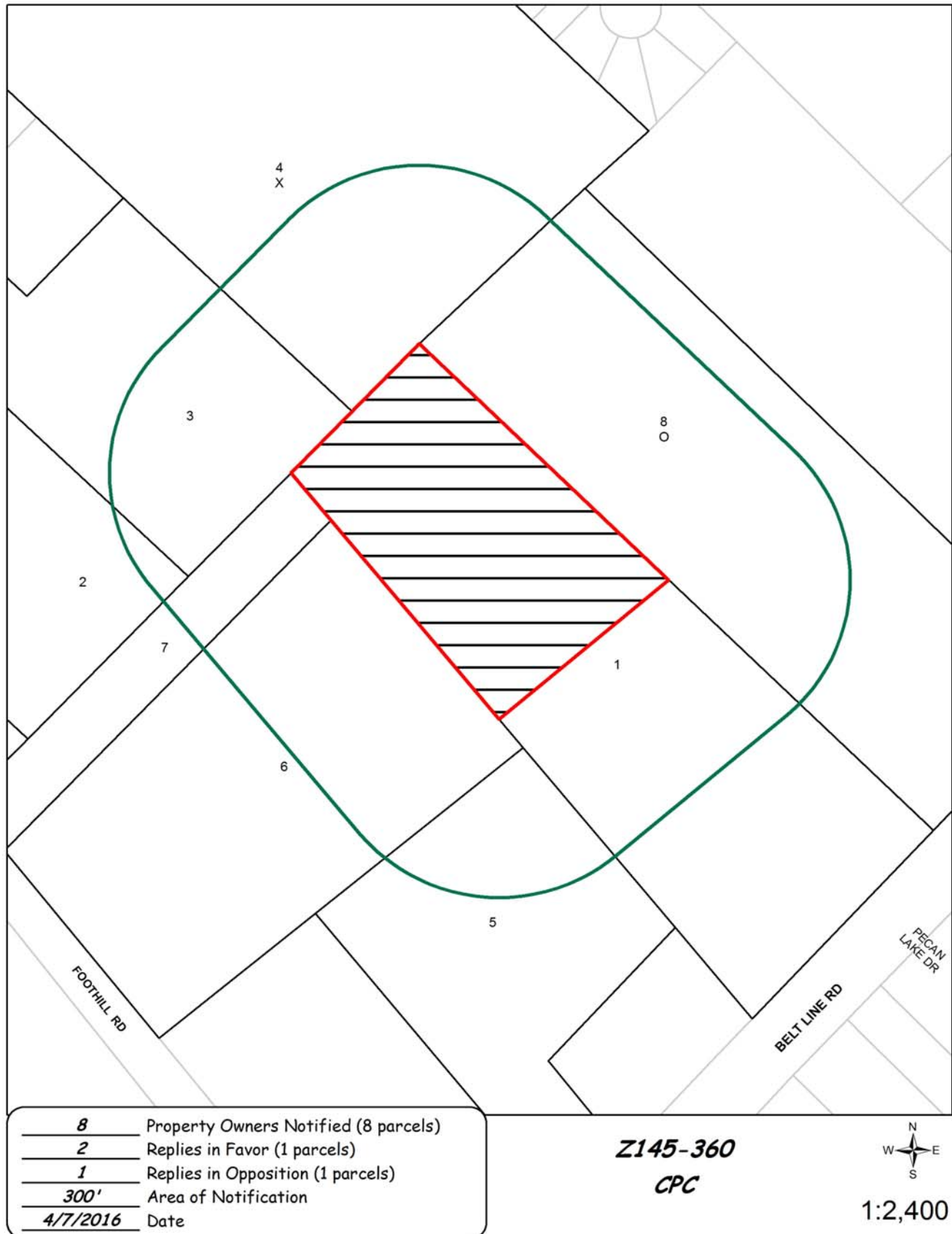
AERIAL MAP

Case no: Z145-360

Date: 11/3/2015



CPC Responses



Reply List of Property Owners***Z145-360******8 Property Owners Notified******2 Property Owners in Favor******1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	2861 BELTLINE RD	WG PROPERTIES LP
	2	3106 EDD RD	PEREZ MARTIN & ANGELA
	3	3100 EDD RD	SANCHEZ JAIME C & MARIA E
X	4	3010 EDD RD	MACIAS CARLOS & MARTA LIDIA
	5	2955 BELTLINE RD	AGUILAR MGMT & LEASING LLC
	6	13200 FOOTHILL DR	AGUILAR MANAGEMENT &
	7	13167 FOOTHILL DR	LUGO RUMULO & MARIA DE JESUS LUGO INFANTE
O	8	2805 BELTLINE RD	WG PROPERTIES LP

AGENDA ITEM # 54

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 33 G; H; 34 E

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Pedestrian skybridge on property zoned an IR Industrial/Research District, on public right-of-way crossing Denton Drive, west of Wyman Street, and crossing Wyman Street, south of Denton Drive

Recommendation of Staff and CPC: Approval for a forty-year period, subject to a site plan and conditions

Z156-167(RB)

FILE NUMBER: Z156-167(RB)

DATE FILED: December 16, 2015

LOCATION: Public right-of-way crossing Denton Drive, West of Wyman Street,
and crossing Wyman Street, South of Denton Drive

COUNCIL DISTRICT: 2

MAPSCO: 33 G; H, 34E

SIZE OF REQUEST: Approx. 15,145 Sq. Ft.

CENSUS TRACT: 4.03, 4.06, 9801.00

APPLICANT: Southwest Airlines

REPRESENTATIVE: Gladys Bowens

OWNERS: DART and City of Dallas

REQUEST: An application for a Specific Use Permit for a Pedestrian skybridge on property zoned an IR Industrial/Research District.

SUMMARY: The applicant proposes to construct a pedestrian skybridge across both referenced rights-of-way connecting Love Field operations with the training/office building on Wyman Street

CPC RECOMMENDATION: Approval for a forty-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a forty-year period, subject to a site plan and 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 request will be elevated over two public rights-of-way and its design will comply with required building code (except for location of columns located in the required front yard of both streets; see Zoning History, below).
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – Design of the proposed pedestrian skybridge will comply with recommended and required design standards as required for the use.
3. *Not a detriment to the public health, safety, or general welfare* – Employees and visitors will be able to traverse across the streets more safely and with less interruption to vehicular movements in the immediate area.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – A private license to cross a public right-of-way will be required as well as compliance with all engineering and building code regulations.

Zoning History:

<u>File No.</u>	<u>Request, Disposition, and Date</u>
1. BDA-115	On November 17, 2015, the Board of Adjustment approved a variance to the front yard setback of 15 feet.
2. BDA-116	On November 17, 2015, the Board of Adjustment approved a variance to the front yard setback of 15 feet.

<u>Thoroughfare/Street</u>	<u>Designation; Existing & Proposed ROW</u>
Denton Drive	Collector; 60' & 60' ROW
Wyman Street	Local; 40' ROW

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the applicant's request and determined it will not significantly impact the surrounding street system.

Comprehensive Plan: The request site and immediate surrounding area is considered a Commercial center or corridor. These areas primarily function as service and job destinations and are similar to Business Centers or Corridors, but are smaller and

incorporate less density. These corridors, commonly at the intersection of major streets, are easily accessed via automobiles. Buckner Boulevard is an example of a Commercial Corridor. Buildings in these areas tend to be on separate parcels and stand one to five stories with offices, restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors also may include multifamily housing in low- to mid-rise apartment buildings or condominiums. Landscaping and urban design will enhance the visitor's experience and is used to separate sidewalks from major roads and define pedestrian routes in large parking lots. For large shopping centers, this may involve adding public plazas or other "town center" features. Public transit enhancements as well as quality access and visibility are important components of successful auto-oriented development.

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

Land Use Compatibility: The requested pedestrian skybridge will connect an office/training center along the Wyman Street frontage to the applicant's improvements on Love Field Airport property. The applicant has indicated in excess of 1,100 people will utilize the proposed improvements.

Surrounding land use is predominately influenced by Love Field, northwest to northeast, along Denton Drive. Additional office and operation buildings that serve the applicant surround the balance of the improvements where the proposed skybridge crosses the public right-of-way. Of note is the Dallas Area Rapid Transit property (125 foot-wide right-of-way) between the landing area for the skybridge section and the southeast line of Denton Drive. The Burbank Rail Station is situated below the intersection of Denton Drive and Wyman Street.

Part of the basis for consideration of granting an SUP for a pedestrian skybridge is an excerpt from the following purpose statement, "...promote the health, safety, and general welfare of persons and property within the city by providing for the structural integrity of pedestrian skybridges over public right-of-ways; preventing visual obstruction of public right-of-ways and urban landscapes; facilitating the flow of traffic; encouraging use public skybridges by pedestrians through well designed additions to the existing pedestrian system; minimizing the negative impact of pedestrian skybridges on adjoining properties, communication and utility company facilities, and public street lighting an safety facilities; and, establishing standards for construction and maintenance of pedestrian skybridges."

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.

It is anticipated this additional infrastructure will facilitate a safe and efficient means of allowing employees and visitors to traverse among the various structures situated on both sides of Denton Drive.

As a result of this analysis, staff supports the request subject to the attached site plan and conditions.

Urban Design: The Dallas Development Code requires compliance with 19 items associated with the structural design and visual presence of the skybridge (see table, below). Additionally, Dallas Water Utilities maintains an easement within the Denton Drive right-of-way that partially traverses the overhead footprint

Private License: In order to cross a public right-of-way with the proposed skybridge, the applicant will be required to submit an application for a private license to the Real Estate Section of the Department of Sustainable Development and Construction. It is anticipated that the requested SUP will be scheduled for City Council at the same time the private license is considered.

Mandatory Pedestrian Skybridge Provision	Applicant's Status
Pedestrian sky-bridges must be properly maintained at all times. If a pedestrian skybridge connects two buildings which are separately owned, an operating agreement assigning maintenance and liability responsibilities is required.	Comply
No more than one pedestrian skybridge may be located within any block or 700 feet of frontage, whichever is less.	Comply
Pedestrian sky-bridges must have clearance above the public right-of-way of at least 18 feet above grade.	Will provide a minimum 25 foot clearance over the Denton Drive right-of-way to allow for any future equipment to serve the underground utility.

Mandatory Pedestrian Skybridge Provision	Applicant's Status
If the pedestrian skybridge has a length of less than 150 feet, the interior passageway must be no less than 10 feet and no greater than 20 feet in width. If the pedestrian skybridge has a length equal to or greater than 150 feet, the interior passageway must be no less than 12 feet and no greater than 20 feet in width.	Comply
The interior height of the passageway must be at least 7 1/2 feet. The interior height at the spring line of vaulted ceilings must be at least 7 1/2 feet.	Comply
Supports must not be located within the public right-of-way.	Comply
A sign must be posted within the adjoining structures indicating whether the skybridge is open to the public, the location of the pedestrian skybridge, and where the pedestrian skybridge leads.	Comply
Pedestrian sky-bridges must meet state and federal standards for accessibility to and usability by individuals with disabilities.	Comply
Pedestrian sky-bridges connected to structures with air conditioning must be enclosed and air conditioned	Comply , but it is noted that the garage does not have a hvac system
Any change in slope of the pedestrian skybridge greater than one percent must be over private property or concealed within the pedestrian skybridge.	Comply
Pedestrian sky-bridges must not diverge from a perpendicular angle to the right-of-way by more than 30 degrees.	Comply
At least 70 percent of the side walls must be open, or glass or transparent material with a light transmission of not less than 36 percent and a luminous reflectance of not more than 6 percent. "Light transmission" means the ratio of the amount of total light to pass through the material to the amount of total light falling on the material and any glazing. "Luminous reflectance" means the ratio of the amount of total light that is reflected outward by a material to the amount of total light falling on the material.	Comply
Minimum artificial lighting of 15 foot candles must be provided. Lighting must not produce glare of an intensity that creates a nuisance for motor vehicles or pedestrians.	Comply
No exterior signs, other than government signs, may be applied to or suspended from any pedestrian skybridge.	Comply
Pedestrian sky-bridges must not be located within 300 feet of an historic overlay district.	Comply
Pedestrian sky-bridges must be designed to prevent people from jumping or throwing objects from the pedestrian skybridge.	Comply

Mandatory Pedestrian Skybridge Provision	Applicant's Status
Structural materials must be durable and easily maintained. Construction must comply with the City of Dallas Building and Fire Codes.	Comply
Pedestrian sky-bridges must not interfere with or impair use of the right-of-way by existing or proposed communication and utility facilities.	Comply
The applicant must post bond for the estimated cost to the city to remove the pedestrian skybridge if it becomes a public nuisance.	Comply

Recommended Pedestrian Skybridge Provision	Applicant's Status
Pedestrian sky-bridges which are open to the public should penetrate the second story of the adjoining structures, or, if not possible, as close as possible to the street level.	Comply
Pedestrian sky-bridges should penetrate the adjoining structures as close as possible to escalators or elevators having access to the entire structure and the street.	Comply
Free-standing pedestrian skybridges and pedestrian skybridges connected to structures without air conditioning should have a roof, wind breaks, and adequate ventilation that maximize the comfort and safety of pedestrians. A pedestrian skybridge should be open only when the adjoining structures are open.	Comply
If the length of the pedestrian skybridge exceeds 250 feet, the passageway should be interrupted by interior visual breaks, such as turns, courts or plazas.	Comply
Primary lighting sources should be recessed and indirect. Accent lighting is encouraged. Natural lighting should be used in addition to artificial lighting.	Comply
The pedestrian skybridge should be designed so as to coordinate with the adjoining structures to the extent possible. Where coordination is not possible, the pedestrian skybridge should be of a neutral color, such as brown or grey.	Comply

Z156-167(RB)

CPC ACTION – April 7, 2016

Z156-167(RB)

Motion: It was moved to recommend **approval** of a Specific Use Permit for a Pedestrian skybridge for a forty-year period, subject to a site plan and conditions on property zoned an IR Industrial/Research District, on public right-of-way crossing Denton Drive, west of Wyman Street and crossing Wyman Street, south of Denton Drive.

Maker: Ridley
Second: Murphy
Result: Carried: 12 to 1

For: 12 - Anglin, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Housewright,
Schultz, Murphy, Ridley, Tarpley

Against: 1 - Peadon
Absent: 0
Vacancy: 1 - District 2
Conflict: 1 - Jung

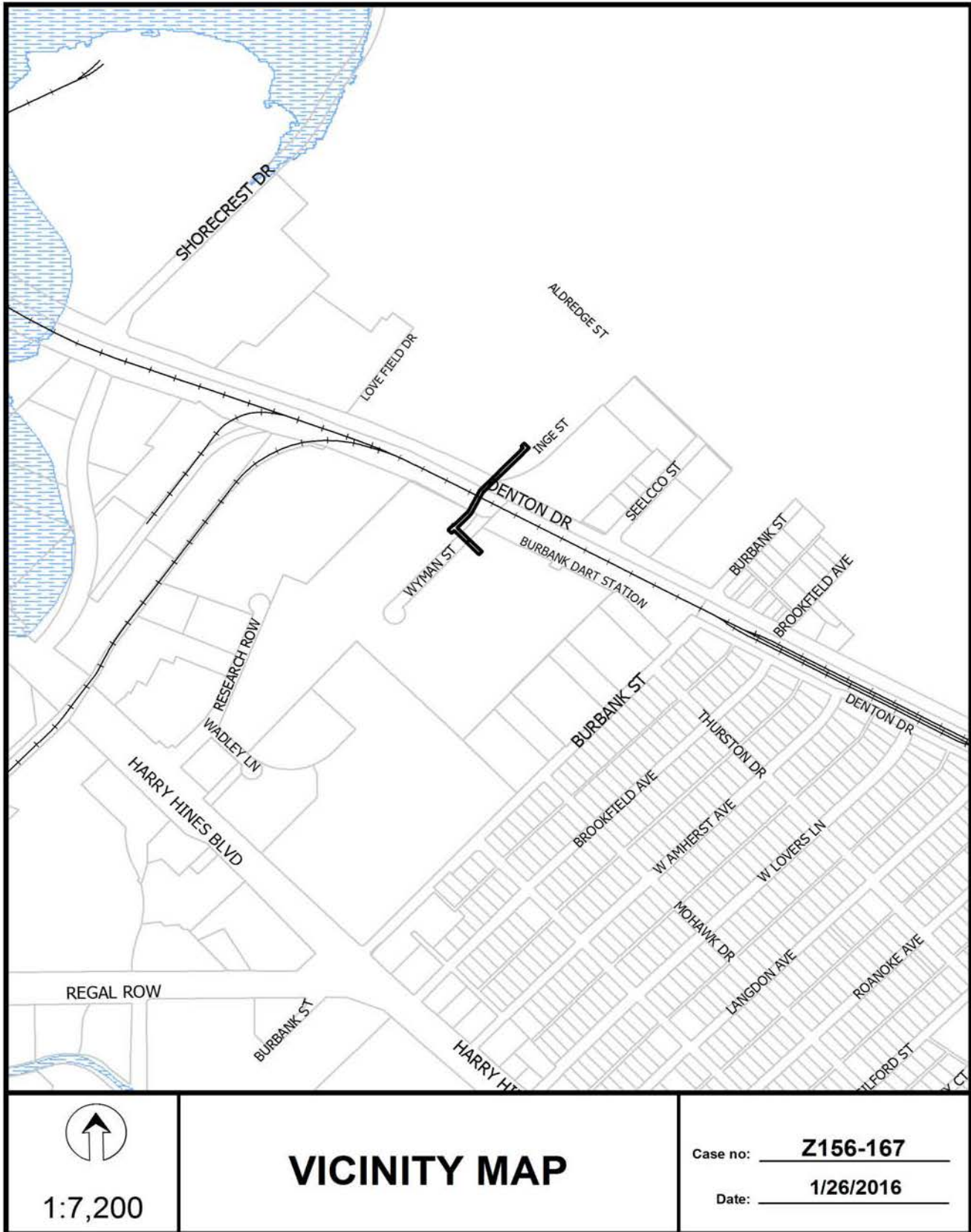
Notices: Area: 750 Mailed: 24
Replies: For: 3 Against: 0

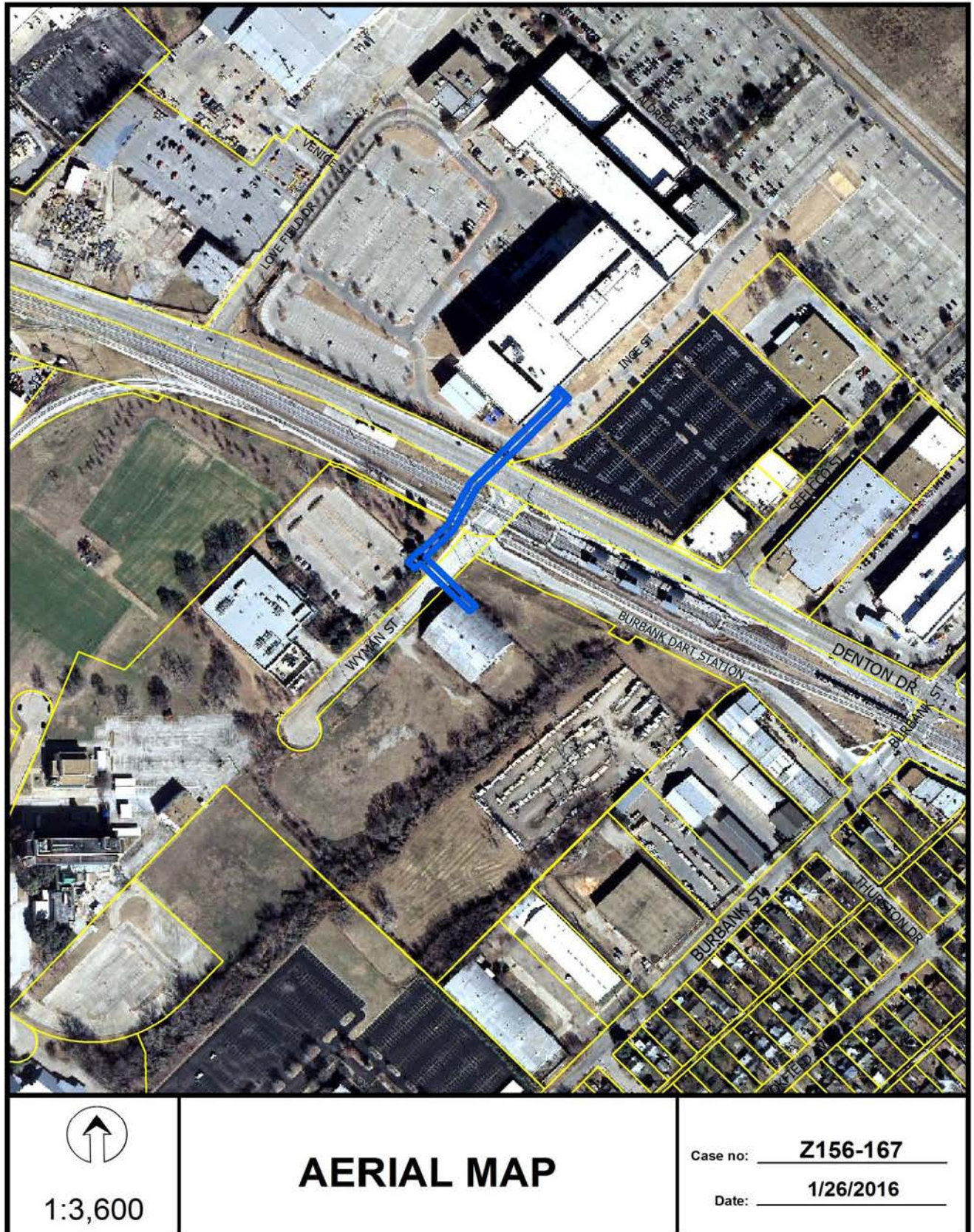
Speakers: For: Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None

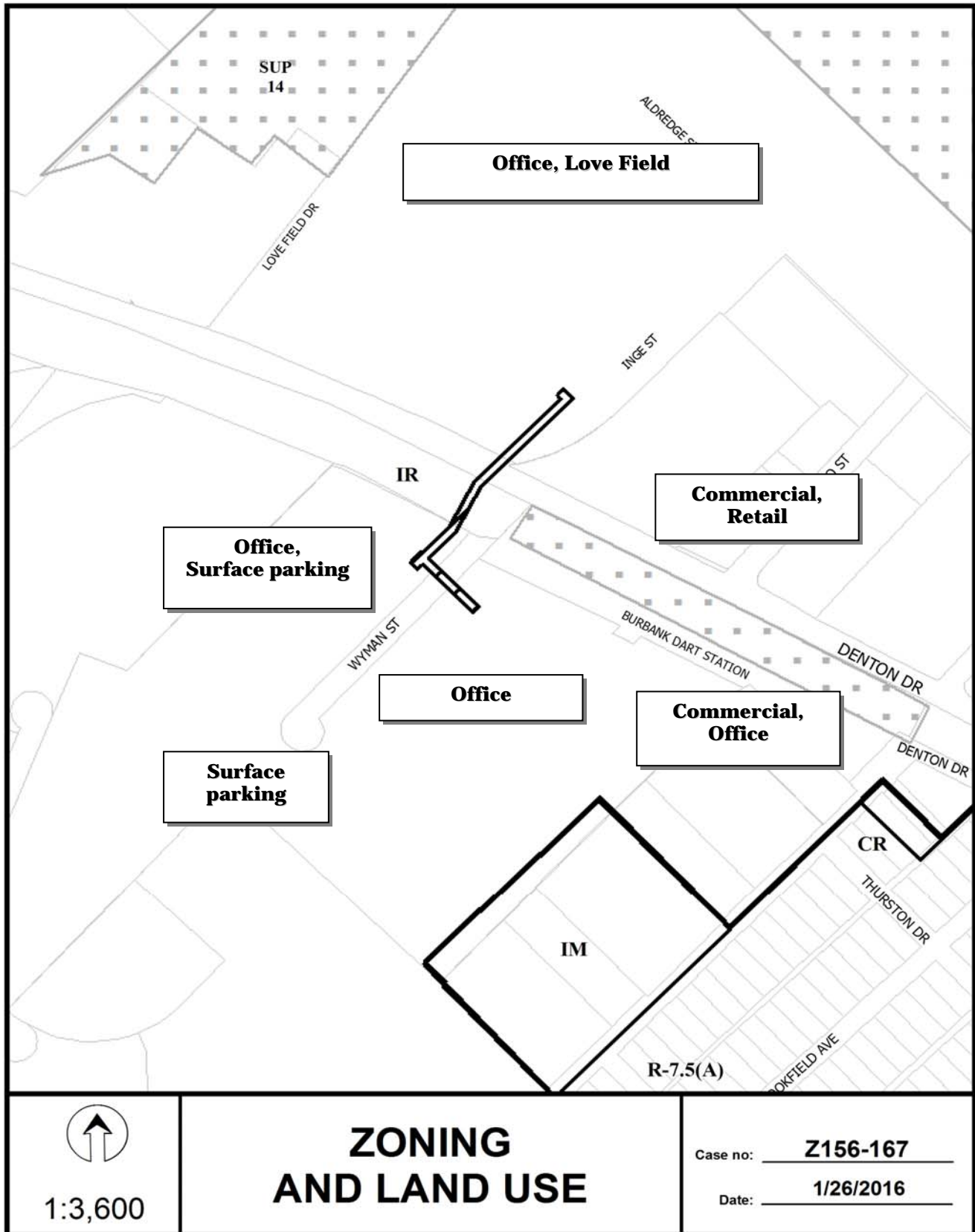
**RECOMMENDED CONDITIONS FOR SPECIFIC USE PERMIT FOR A
PEDESTRIAN SKYBRIDGE**

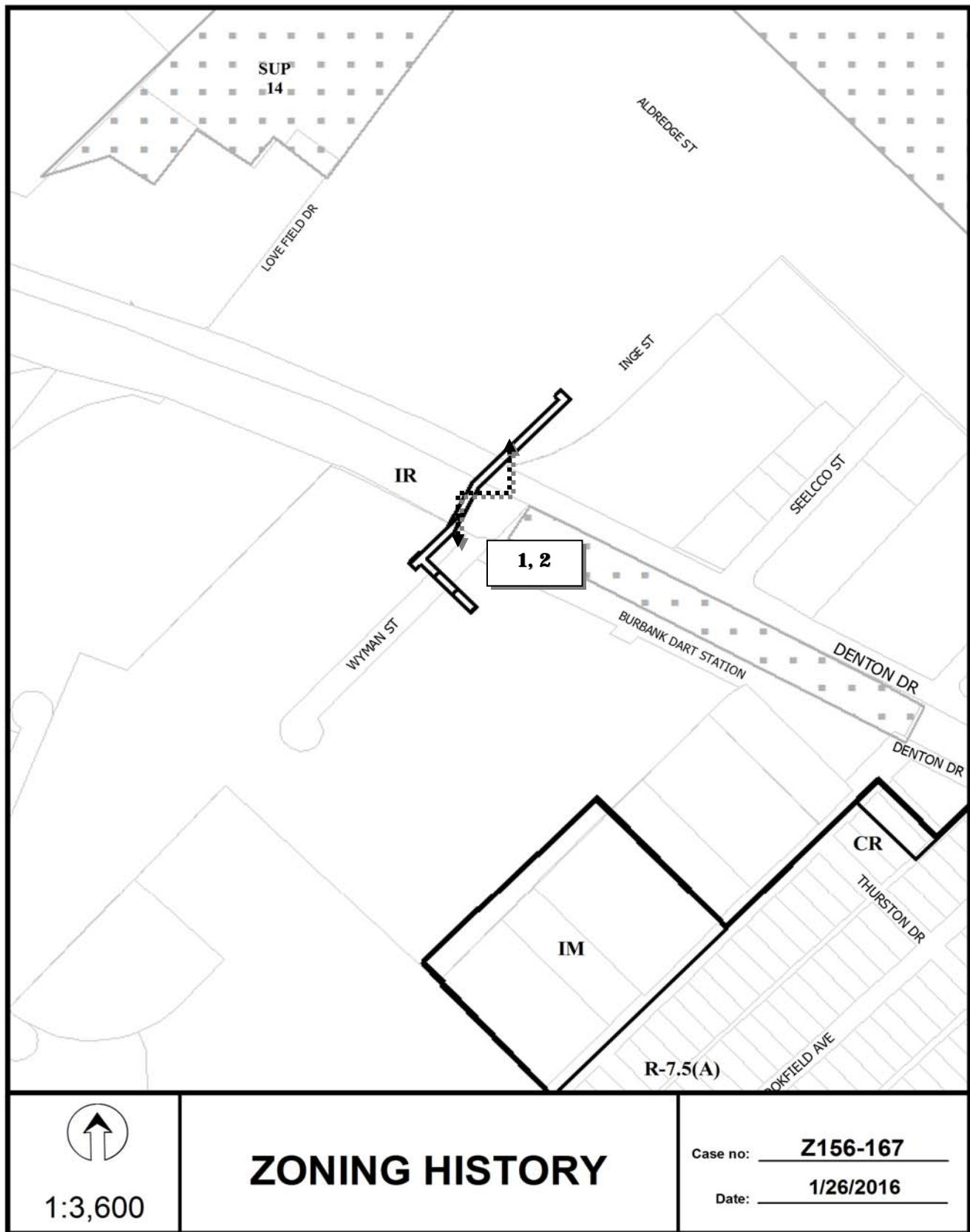
1. USE: The only use authorized by this specific use permit is a pedestrian skybridge.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (forty years).
4. DENTON DRIVE CLEARANCE: A minimum of 25 feet between the Denton Drive grade and the pedestrian skybridge must be provided.
5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
6. GENERAL REQUIREMENT: 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.













04/06/2016

Reply List of Property Owners***Z156-167******24 Property Owners Notified******3 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	9230 DENTON DR	SOUTHWEST AIRLINES CO
	2	401 S BUCKNER BLVD	DART
	3	2702 LOVE FIELD DR	SOUTHWEST AIRLINES CO
	4	8020 DENTON DR	JACKS AUTO SUPPLY
	5	7212 HERB KELLEHER WAY	HERTZ RENT A CAR
	6	7020 HERB KELLEHER WAY	AVIS RENT A CAR
	7	3407 HAWES AVE	TUCKER BLAKE C
	8	8333 LEMMON AVE	SOUTHWESTERN BELL
	9	8611 LEMMON AVE	BUSINESS JET CENTER
	10	3250 LOVE FIELD DR	MLT DEVELOPMENT
	11	3232 LOVE FIELD DR	MLT DEVELOPMENT COMPANY
	12	7366 CEDAR SPRINGS	ENTERPRISE HOLDINGS
	13	8650 DENTON DR	SOUTHWEST AIRLINES CO
	14	2625 SEELCCO ST	SEELCCO STREET PARTNERS LTD
	15	2629 SEELCCO ST	SEELCCO STREET PARTNERS
	16	2501 BURBANK ST	FUTERFAS GLENN I
O	17	2335 BURBANK ST	VICEROY REGAL LP
O	18	2407 BURBANK ST	JORDAN MARY BANKS &
	19	2425 BURBANK ST	JORDAN MARY BANKS &
	20	4401 LINFIELD RD	ST LOUIS S W RAILWAY CO
	21	9999 NO NAME ST	UNION PACIFIC RR CO
O	22	8600 HARRY HINES BLVD	VICEROY PARTNERS II LP
	23	9000 DENTON DR	DALLAS AREA RAPID TRANSIT
	24	403 REUNION BLVD	DALLAS AREA RAPID TRANSIT

AGENDA ITEM # 55

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 10

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 27 T

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea D of Planned Development District No. 758 on the east line of Skillman Street, south of Sedgwick Drive

Recommendation of Staff and CPC: Approval, subject to a revised conceptual plan, conceptual lot layout and conditions
Z156-173(SH)

FILE NUMBER: Z156-173(SH)

DATE FILED: December 24, 2015

LOCATION: East line of Skillman Street, south of Sedgwick Drive

COUNCIL DISTRICT: 10

MAPSCO: 27-T

SIZE OF REQUEST: Approx. 13.38 acres

CENSUS TRACT: 78.26

APPLICANT/OWNER: David Weekley Homes/PC LH Land Partners, LP

REPRESENTATIVE: Rob Baldwin, Baldwin Associates

REQUEST: An application for an amendment to Subarea D of Planned Development District No. 758.

SUMMARY: The applicant requests to amend Subarea D to permit a shared access development with a maximum of 60 single family residential dwelling units using two shared access points.

CPC RECOMMENDATION: Approval, subject to a revised conceptual plan, conceptual lot layout and conditions.

STAFF RECOMMENDATION: Approval, subject to a revised conceptual plan, conceptual lot layout and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – Under the main uses that are currently permitted in Subarea D, the request site could be developed with single family uses. However, due to certain limitations of the shared access development standards, the applicant is requesting to amend the existing PDD to accommodate the proposed use. The proposed 60-lot shared access development is compatible with the surrounding development.
2. *Traffic impact* – The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed development will not have a significant impact on the surrounding street system.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located in an Urban Neighborhood Building Block. This request is consistent with the building block.

BACKGROUND INFORMATION:

- On June 13, 2007, PDD No. 758 was approved by City Council. The PDD is comprised of approximately 69.27 acres, and is established on property located on both sides of Walnut Hill Lane, east of Skillman Street. This district is divided into Subareas A, B, C, and D.
- On September 12, 2014, a Certificate of Occupancy (CO) was issued for a multifamily use constructed within Subarea C.
- Since the issuance of the CO, subsequent permits have been issued for various retail and personal service uses that currently occupy suites within the multifamily structure.

Zoning History: There has been one recent Board of Adjustment case requested in the area within the last five years.

1. **BDA145-049:** On April 22, 2015, the Board of Adjustment Panel B granted a variance of 30 feet to the front yard setback regulations at 6939 Blackwood Drive.

Thoroughfare/Street:

Thoroughfare/Street	Type	Existing Dimension
Skillman Street	Principal Arterial	Minimum-6 lanes-Divided, 100' ROW

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.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The Plan does not make a specific land use recommendation as related to the request; however, it is comprised of a series of Building Blocks. Void of well-defined boundaries, these Building Blocks depict generalized land use patterns that indicate where certain types and densities of development might logically occur. The *forwardDallas! Comprehensive Plan* identifies the request site as being within the Urban Neighborhood Building Block.

Although predominately residential, the Urban Neighborhood Building Block is distinguished from other neighborhoods by the wide variety of housing options it provides 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.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD 758 Subarea D	Undeveloped land
North	PDD 758 Subarea C	Multifamily uses and undeveloped land
East	D(A)	Duplex uses
	PD 343	Nursing Home
South	MF-1(A)	Multifamily uses
	R-7.5(A)	Undeveloped (Jackson Branch creek)
West	R-10(A)	Single family uses

Land Use:

The request site is located along the east line of Skillman Street, south of Sedgwick Drive, within the Lake Highlands Town Center. The subject site is currently undeveloped and the applicant's request will allow for a Shared Access Development (SAD) with a maximum of 60 single family residential lots. The SAD will not have direct access to Skillman Street, but rather will be served by two proposed points of access from Watercrest Parkway.

The proposed development will be constructed adjacent to existing multifamily developments to the south, a mixed used building to the north and will be bounded on the east side by Jackson Branch creek. To the west, Skillman Street will separate the proposed SAD from an established single family residential community.

In PDD No. 758, single family uses are permitted by right. The proposed SAD is supported by the Comprehensive Plan whereby it introduces a new housing option that currently does not exist in the immediate area. Open space amenities, an internal street network that promotes traffic calming measures, and close proximity to public transit are additional features that characterize the proposed development that are aligned with the overall vision of the surrounding community.

The proposed development will be compatible with the surrounding land uses. Prior to permitting, approval of a development plan will be required to ensure that the SAD meets all of the development standards and regulations in PDD No. 758.

Development Standards:

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	Lot Size	PRIMARY Uses
	Front	Side/Rear					
PDD No. 758 Proposed Subarea D	8'	0/6'	60 max units (single family)	36'	80% (single family)	1,200 sf	Single family (60-lot shared access development)
			175 max units (multifamily)		90% (other uses)		
PDD No. 758 Subarea D	8'	0/6'	175 max units	75'	90%	N/A	Multifamily, duplex, single family, residence hotel

Landscaping:

According to the ordinance governing the PDD, landscaping for a shared access development within Subarea D must be provided in accordance with Section 51A-10.125(a)(2)(B)(i) and (ii) of the Dallas Development Code. The parkway tree requirements of PDD No. 758 will apply for a shared access development. No landscape plan is required to be approved by the City Plan Commission.

Z156-173(SH)

CPC Action – April 7, 2016

Z156-173(SH)

Motion: It was moved to recommend **approval** of an amendment to Subarea D, subject to a revised conceptual plan, conceptual lot layout and conditions of Planned Development District No. 758 on the east line of Skillman Street, south of Sedgwick Drive.

Maker: Housewright
Second: Anglin
Result: Carried: 13 to 0

For: 13 - Anglin, Houston*, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley

Against: 0
Absent: 1 - Tarpley
Vacancy: 1 - District 2

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 93
Replies: For: 9 Against: 2

Speakers: None

LIST OF OFFICERS

Owner:

PC LH Land Partners, LP

Cypress VI GPCorp, LLC, General Partner
M. Timothy Clark, President and Director
Stephen T. Clark, Chairman and Director
Brent Heath, Vice President

Applicant:

David Weekley Homes
David Weekley, Chairman / CEO
Dick Weekley, Vice President
John Johnson, COO
Heather Humphrey, CFO
Ken McDonald, Dallas Area President

PROPOSED CONDITIONS

ARTICLE 758.

PD 758.

SEC. 51P-758.101. LEGISLATIVE HISTORY.

PD 758 was established by Ordinance No. 26786, passed by the Dallas City Council on June 13, 2007. (Ord. 26786)

SEC. 51P-758.102. PROPERTY LOCATION AND SIZE.

PD 758 is established on property located on both sides of Walnut Hill Lane, east of Skillman Street. The size of PD 758 is approximately 69.27 acres. (Ord. 26786)

SEC. 51P-758.103. CREATION OF SUBAREAS.

This district is divided into Subareas A, B, C, and D, as shown on the conceptual plan. (Ord. 26786)

SEC. 51P-758.104. 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) In this district, the following definitions apply:

(1) A-FRAME SIGN means a portable detached premise sign that is hinged at the top and is made of durable, rigid materials such as wood, plastic, or metal.

(2) BLADE SIGN means a sign projecting perpendicularly from a main building facade, visible from both sides, and made of rigid or soft materials.

(3) ENTERTAINMENT FACILITY means a facility for sporting events or the performing arts, including indoor motion picture theaters, theaters for live musical or dramatic performances, indoor and outdoor concert halls, and exhibition halls.

(4) FACADE GRAPHICS SIGNS means a sign composed of a pattern of shapes, colors, text, or symbols that are applied to, projected on, or integrated into the full or partial facade of a building.

(5) LARGE TREE means a tree with a minimum caliper of three inches, or a minimum height of 12 feet, depending on the standard measuring technique for the species.

(6) LARGE SHRUB means a shrub with a minimum height of three feet.

(7) MARQUEE SIGN means a changeable message sign attached to, applied on, or supported by a permanent canopy projecting over a pedestrian street entrance of a building.

(8) SMALL TREE means a tree taller than six feet but less than twelve feet in height.

(9) STOOP means a small porch leading to the entrance of a residence.

(10) TANDEM PARKING means one parking space in front of another parking space, making it necessary to pass through one parking space to gain vehicular access to the other parking space from a street, lane, or driveway.

(11) VIDEOBOARD SIGN means a flat-screen premise sign that is capable of displaying moving images similar to television images, by light-emitting diode or other similar technology, and that is mounted to the exterior of a building.

(d) This district is considered to be a nonresidential zoning district. (Ord. Nos. 26786; 27852)

SEC. 51P-758.105. CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan (Exhibit 758A). If a conflict exists between the text of this article and the conceptual plan, the text of this article controls. (Ord. 26786)

SEC. 51P-758.106. DEVELOPMENT PLAN.

(a) Except as provided in this section, a development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in this district.

(b) For a public park, playground, or golf course use, a development plan must be approved by the park and recreation board, and an approved copy of the development plan must

be submitted to the director of development services before the issuance of any building permit to authorize the development of a public park, playground, or golf course use in this area.

(c) If a conflict exists between the text of this article and a development plan, the text of this article controls.

(d) The building official may issue building permits for the following work without the approval of a development plan:

- (1) the repair of existing structures;
- (2) demolition of existing structures;
- (3) grading;
- (4) the installation of fencing or other structures for security purposes;
- (5) work associated with permitted temporary uses; and
- (6) work intended to provide for irrigation or maintenance of landscaping.

(e) Development plans may be submitted in phases.

(f) For single family uses, a preliminary plat may serve as the development plan and must be submitted to city plan commission for approval.

(g) The portion of Section 51A-4.702(c)(5) requiring submission of a development plan within six months of the city council's approval of this district does not apply.

(h) In addition to the requirements in Section 51A-4.702, the development plan must also include the following:

(1) The cumulative floor area broken out into use categories, total number of dwelling units, and total amount of open space for:

- (A) the building site;
- (B) the subarea in which the building site is located; and
- (C) the district.

(2) Ingress and egress locations.

(3) Measurements of visibility triangles, showing that they remain unobstructed as required by Section 51P-758.110.

(i) Development plans do not have to show the location of signs. (Ord. 26786)

SEC. 51P-758.107. MAIN USES PERMITTED.

(a) The following uses are the only main uses permitted in Subareas A, B, and C:

(1) Agricultural uses.

-- None permitted.

(2) Commercial and business service uses.

-- Catering service.
-- Custom business services.
-- Electronics service center.
-- Labor hall. *[SUP]*
-- Medical or scientific laboratory.
-- Tool or equipment rental.

(3) Industrial uses.

-- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(4) Institutional and community service uses.

-- Adult day care facility.
-- Child-care facility.
-- Church.
-- College, university, or seminary.
-- Community service center. *[SUP]*
-- Convalescent and nursing homes, hospice care, and related
institutions.
-- Convent or monastery.
-- Foster home.
-- Hospital.
-- Library, art gallery, or museum.

(5) Lodging uses.

-- Hotel or motel. *[By SUP if 60 or fewer guest rooms.]*

(6) Miscellaneous uses.

-- Temporary construction or sales office.

(7) Office uses.

-- Financial institution without drive-in window.
-- Financial institution with drive-in window. *[DIR]*

- 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.

- Duplex.
- Group residential facility. *[SUP required if spacing component of Section 51A-4.209(b)(3) is not met.]*
- Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(b)(3.1) is not met.]*
 - Multifamily.
 - Residential hotel.
 - Retirement housing.
 - Single family.

(10) Retail and personal service uses.

- Alcoholic beverage establishments. *[See Section 51A-4.210(b)(4). Treat as if in a mixed use district.]*
 - Animal shelter or clinic without outside runs.
 - Business school.
- Commercial amusement (inside). *[SUP may be required. See Section 51A-4.210(b)(7)(B). Treat as if in a mixed use district.]*
 - Commercial amusement (outside). *[SUP]*
 - Commercial parking lot or garage.
 - Dry cleaning or laundry store.
- Entertainment facility.
 - 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.
- Home improvement center, lumber, brick, or building materials sales yard.
 - Liquor store.
 - Mortuary, funeral home, or commercial wedding chapel.
 - Motor vehicle fueling station.
 - Nursery, garden shop, or plant sales.
 - Personal service uses.
 - Restaurant without drive-in or drive-through service.
 - Restaurant with drive-in or drive-through service. *[DIR]*
 - Surface parking.
 - Temporary retail use.

-- Theater.

(11) Transportation uses.

-- Private street or alley.
-- Transit passenger shelter.
-- Transit passenger station or transfer center. *[By SUP or city council resolution. See Section 51A-4.211(10).]*

(12) Utility and public service uses.

-- Commercial radio or television transmitting station.
-- Local utilities.
-- Police or fire station.
-- Post office.
-- Radio, television, or microwave tower. *[SUP]*
-- Tower/antenna for cellular communication. *[By SUP if tower height exceeds 65 feet for monopole tower; otherwise, see Section 51A-4.212(10.1). Treat as if in a mixed use district.]*
-- Utility or government installation other than listed. *[SUP]*

(13) Wholesale, distribution, and storage uses.

-- Mini-warehouse. *[SUP]*
-- Office showroom/warehouse.
-- Recycling buy-back center. *[See Section 51A-4.213(11). Treat as if in a mixed use district.]*
-- Recycling collection center. *[See Section 51A-4.213(11.1). Treat as if in a mixed use district.]*
-- Recycling drop-off container. *[SUP required if the requirements of Section 51A-4.213(11.2)(E) are not satisfied.]*
-- Recycling drop-off for special occasion collection. *[SUP required if the requirements of Section 51A-4.213(11.2)(E) are not satisfied.]*

(b) The following uses are the only main uses permitted in Subarea D:

(1) Recreation uses.

-- Private recreation center, club, or area.
-- Public park, playground, or golf course.

(2) Residential uses.

-- Duplex.
-- Group residential facility. *[SUP required if spacing component of Section 51A-4.209(3) is not met.]*
-- Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(3.1) is not met.]*

- Multifamily.
- Residential hotel.
- Retirement housing.
- Single family.

(3) Utility and public service uses.

- Local utilities.

(Ord. Nos. 26786; 27852)

SEC. 51P-758.108. 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) The following accessory uses are not permitted:

- Private stable.

(c) The following accessory uses are permitted by SUP only:

- Accessory medical/infectious waste incinerator.
- Accessory pathological waste incinerator.
- Pedestrian skybridges.

(Ord. 26786)

SEC. 51P-758.109. 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.)

(a) In general. Except as provided in this subsection, the following regulations apply in all subareas:

(1) Window sills, bay windows, belt courses, cornices, fireplace chimneys, and other architectural features may project up to three feet into the required front, side, or rear yard setback.

(2) Attached premise signs may project up to three feet into the required front, side, or rear yard setback if the sign has eight feet of vertical clearance above grade.

(3) Unenclosed balconies, unenclosed patios, awnings, stairs, and stoops may

project up to six feet into the required front, side, or rear yard setback, provided the width of the encroachment is 12 feet or less for any one encroachment.

(4) Underground parking structures may project to the lot line.

(5) The city plan commission may approve a development plan that increases the maximum setback to create pedestrian plazas or courtyards.

(6) If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope, except:

(A) In all subareas, the 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) In all subareas, chimneys may project through the slope to a height 12 feet above the slope.

(C) In Subarea C, a turret, spire, or clock tower meeting the requirements of Section 51P-758.109(e)(6) may project through the slope to a height 24 feet above the slope.

(7) To meet the maximum setback requirements of this article, a minimum of 75 percent of the main building width, excluding areas designated as open space, pedestrian plazas, or courtyards on an approved development plan, must be located between the minimum and maximum front yard setback.

(b) Open space.

(1) Open space must be provided as shown on the conceptual plan.

(2) Except as otherwise provided, open space must be unobstructed to the sky.

(3) Open space may not contain any permanent structures except:

(A) structures supporting pedestrian or outdoor recreational uses;

(B) kiosks that provide information related to the open space;

(C) security, audio-visual, recreational, or maintenance equipment; and

(D) streets and bridges that traverse the open space if they are approved by the director of public works and transportation.

(4) Open space that is dedicated and accepted as park land will still be considered open space under this article.

(c) Subarea A.

(1) Front yard.

(A) Minimum front yard is six feet.

(B) Except as provided in this subparagraph, maximum front yard is 20 feet. No maximum setback is required along Skillman Street and Walnut Hill Lane or in areas designated as open space, pedestrian plazas, or courtyards on an approved development plan.

(2) Side and rear yard. No minimum side yard is required. Minimum rear yard is six feet.

(3) Density. Maximum number of dwelling units is 280.

(4) Floor area. Maximum total floor area for nonresidential uses is 155,000 square feet. There is no maximum total floor area for residential uses. Maximum floor area for any home improvement center, lumber, brick, or building materials sales yard use is 15,000 square feet.

(5) Floor area ratio. Maximum floor area ratio is 4.0.

(6) Height. Except as provided in this paragraph, maximum structure height is 75 feet. Chimneys may project 12 feet above the maximum structure height.

(7) Lot coverage. Maximum lot coverage is 90 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(8) Stories. Maximum number of stories above grade is five.

(d) Subarea B.

(1) Front yard.

(A) Minimum front yard setback is six feet except that no minimum setback is required along Walnut Hill Lane.

(B) Except as provided in this subparagraph, maximum front yard setback is 20 feet. No maximum setback is required along Walnut Hill Lane or in areas designated as open space, pedestrian plazas, or courtyards on an approved development plan.

(2) Side and rear yard. No minimum side yard is required. Minimum rear yard is six feet.

(3) Density. Maximum number of dwelling units is 850.

(4) Floor area. Maximum total floor area for nonresidential uses is 35,000 square feet. There is no maximum total floor area for residential uses. Maximum floor area for

any home improvement center, lumber, brick, or building materials sales yard use is 15,000 square feet.

(5) Floor area ratio. Maximum floor area ratio is 4.0.

(6) Height. Except as provided in this paragraph, maximum structure height is 105 feet. Chimneys may project 12 feet above the maximum structure height.

(7) Lot coverage. Maximum lot coverage is 90 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(8) Stories. Maximum number of stories above grade is seven.

(e) Subarea C.

(1) Front yard.

(A) Minimum front yard setback is six feet.

(B) Except as provided in this subparagraph, maximum front yard setback is 20 feet. No maximum setback is required along Skillman Street and Walnut Hill Lane or in areas designated as open space, pedestrian plazas, or courtyards on an approved development plan.

(2) Side and rear yard. No minimum side yard is required. Minimum rear yard is six feet.

(3) Density. Maximum number of dwelling units is 900.

(4) Floor area. Maximum total floor area for nonresidential uses is 300,000 square feet. There is no maximum total floor area for residential uses. Maximum floor area for any home improvement center, lumber, brick, or building materials sales yard use is 15,000 square feet.

(5) Floor area ratio. Maximum floor area ratio is 2.85.

(6) Height. Except as provided in this paragraph, maximum structure height is 75 feet. Chimneys may project 12 feet above the maximum structure height. A turret, spire, or clock tower may exceed the maximum structure height by 24 feet if the portion above 75 feet is not designed for habitation and the floor area does not exceed 900 square feet.

(7) Lot coverage. Maximum lot coverage is 90 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(8) Stories. Maximum number of stories above grade is five.

(f) Subarea D.

(1) Front yard. The minimum front yard setback is eight feet.

(2) Side and rear yard. No minimum side yard is required. Minimum rear yard is six feet.

(3) Density.

(A) Single family. Maximum number of dwelling units is 60.

(B) Other uses. Except as provided in this paragraph, maximum number of dwelling units is 175.

(4) Height.

(A) Single family and handicapped group dwelling unit. Except as provided in this paragraph, maximum structure height is 36 feet.

(B) Other uses. Except as provided in this paragraph, maximum structure height is 75 feet.

(C) Chimneys. Chimneys may project 12 feet above the maximum structure height.

(D) Residential proximity slope. For single family and handicapped group dwelling unit uses, residential proximity slope does not apply.

(5) Lot coverage.

(A) Single family and handicapped group dwelling unit. Maximum lot coverage is 80 percent. For purposes of this section, a shared access development in Subarea D is treated as a multifamily district.

(B) Other uses. Maximum lot coverage is 90 percent.

(C) Parking. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(6) Garages. For single-family uses, enclosed parking garages with automatic garage doors may be located within the required 20-foot setback from the right-of-way line of an alley.

(7) Stories. Maximum number of stories above grade is four.

(8) Lot area. Minimum lot area for single family and handicapped group dwelling unit uses is 1,200 square feet.

SEC. 51P-758.110. VISUAL OBSTRUCTION REGULATIONS.

(a) Except as provided in this section, the visual obstruction regulations in Section 51A-4.602(d) apply in this district.

(b) The visibility triangle is the portion of a corner lot within a triangular area formed by connecting together the point of intersection of adjacent street curb lines (or, if there are no street curbs, what would be the street curb lines) and points on each of the street curb lines 30 feet from the intersection.

(c) A 45-foot visibility triangle is required at:

- (1) the Skillman Street and Walnut Hill Lane intersection; and
- (2) all ingress and egress points intersecting with Walnut Hill Lane. (Ord. 26786)

SEC. 51P-758.111. INTERNAL STREET STANDARDS.

(a) In general.

(1) The regulations in this section apply to all internal public and private streets within this district except alleys, shared access areas, and driveways.

(2) Except as provided in this section, internal streets must be constructed in accordance with this section and the rights-of-way standards and pavement widths as shown in the street sections (Exhibit 758B), which includes residential, retail, and park-side street sections. If there is a conflict between the text of this article and Exhibit 758B, the text of this article controls.

(3) Minimum pavement widths include on-street parking. Neck-downs and landscape islands are permitted in that portion of the minimum pavement width designated for on street parking.

(b) Street plan. A street plan showing the layout of streets and the applicable street section, must be approved by the director of public works and transportation and submitted with the development plan to the city plan commission for approval. Internal streets must be provided as shown on the street plan and street sections.

(c) Street sections.

- (1) Residential street sections A and B. The minimum right-of-way is 60 feet,

and the minimum pavement width is 40 feet from back-of-curb to back-of-curb. This street section may be applied to all subareas.

(2) Retail street section A. The minimum right-of-way is 148 feet, and each couplet section must be constructed with a minimum pavement width of 42 feet from back-of-curb to back-of-curb. This street section may be applied to Subareas A, B, or C.

(3) Retail street section B. The minimum right-of-way is 92 feet, and the minimum pavement width is 70 feet from back-of-curb to back-of-curb. This street section may be applied to Subareas A, B, or C.

(4) Park-side street section. The minimum right-of-way is 62 feet, and the minimum pavement width is 40 feet from back-of-curb to back-of-curb. This street section may be applied to all subareas.

(d) Alternate street sections.

(1) To deviate from Exhibit 758B, an alternate street section must be approved by the director of public works and transportation and approved by city plan commission along with the development plan.

(2) To be approved, an alternate street section must provide a street width that reduces vehicle speeds and promotes a pedestrian-friendly environment. An alternate street section may not reduce the minimum sidewalk width or tree planting zone requirements. (Ord. 26786)

SEC. 51P-758.112. PARKING AND LOADING.

(a) In general. 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) Multifamily. A minimum of one space per unit for dwelling units with one bedroom, and a minimum of 1.5 spaces per unit for dwelling units with two or more bedrooms is required.

(c) Compact parking. No more than 35 percent of the required parking spaces for any use may be provided in compact (7.5-foot-wide) stalls.

(d) Parking reduction for proximity to DART light rail stations.

(1) Parking for any use, except a residential use, that is located within one-half mile of a light rail station may be reduced by 20 percent if:

(A) a minimum eight-foot-wide pedestrian connection is provided from that use to the closest DART light rail station; and

(B) the pedestrian connection is illuminated with a minimum average illumination level of 1.5 footcandles.

(2) Measurement to a light rail station is measured in a direct line from the nearest point of the light rail station to the nearest point of the lot containing the use.

(e) Screening of off-street loading spaces and areas.

(1) Off-street loading spaces and any area used for loading and unloading must be screened if visible from a public street or neighboring lot.

(2) The screening must be at least six feet in height measured from the horizontal plane passing through the nearest point of the off-street loading space and may be provided by using any of the methods for providing screening described in Section 51A-4.602(b)(3), except that garbage storage areas must be visually screened by a masonry wall.

(3) Evergreen plant materials are encouraged to satisfy screening requirements.

(f) On-street parking.

(1) Except as provided in this subsection, parallel parking spaces or angled head-in parking spaces are permitted. Angled head-in on-street parking spaces must be striped.

(2) On-street parking spaces are prohibited on Skillman Street or Walnut Hill Lane.

(3) Angled head-in on-street parking spaces are prohibited within 60 feet of Skillman Street or Walnut Hill Lane.

(4) Except as provided in this paragraph, on-street parking spaces may be counted toward the parking requirement of a nonresidential or multifamily use adjacent to the on-street parking space. On-street parking may be counted toward the guest parking requirement of a shared access development. To receive credit, parking spaces must be marked per city regulations.

(A) An on-street parking space may not be used to reduce the required parking for more than one use.

(B) 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.

(g) Tandem parking. Tandem parking is permitted for residential uses.

(h) Mixed-use development parking reduction.

(1) In general.

(A) The off-street parking requirement for a mixed use development may be reduced in accordance with the mixed-use development parking chart (Exhibit 758C).

(B) In this subsection, mixed-use development means a subarea with more than one type of use (i.e. residential with retail uses).

(C) This reduction may be used in combination with other parking reductions, so long as the standard off-street parking requirement for a mixed-use development is not reduced by more than 30 percent. A special exception for the number of required parking spaces, however, may not be combined with a mixed-use development parking reduction.

(2) Calculation of adjusted standard off-street parking requirement. An adjusted standard off-street parking requirement for a mixed-use development is calculated as follows:

(A) The standard parking requirements for each of the uses in the mixed-use development must be ascertained.

(B) The parking demand for each use is determined for each of the five times of day shown in the mixed-use development parking chart by multiplying the standard off-street parking requirement for each use by the percentage in the chart assigned to the category of use. If a use in the development does not fall within one of the categories shown in the mixed use development parking chart, the percentage assigned to that use is 100 percent for all five times of day.

(C) The time of day columns are totalled to produce sums that represent the aggregate parking demand for the development at each time of day. The largest of these five sums is the adjusted standard off-street parking requirement for the mixed-use development.

(3) Minimum parking requirement. If one or more of the main uses in a mixed-use development is a retail or personal service use, the minimum parking requirement for the mixed-use development cannot be reduced to a number of spaces that is less than the sum of the standard parking spaces required for each of the retail and personal service uses in the mixed use development.

(i) Parking setback. Except for parking structures, valet parking pick-up and drop-off sites, single-family uses, and duplex uses, off-street parking is prohibited within 30 feet of a pavement line of a street between grade and 12 feet above grade.

(j) Fees. A property owner may charge a fee on a daily, hourly, or other basis for the use of required off-street parking.

(k) Surface parking lot pedestrian pathways. Surface parking lots having more than four rows of parking across the width of the lot must have a pedestrian pathway system. To qualify, the pedestrian pathway must be distinguished from the parking and driving surface by landscape barriers or a change in surface materials such as pavers or patterned concrete. Pedestrian pathways may not be distinguished by paint alone. Pedestrian pathways must be a minimum of four feet wide. (Ord. Nos. 26786; 27852)

SEC. 51P-758.113. TRAFFIC IMPROVEMENTS.

(a) Traffic improvements required. Except as otherwise provided, the following traffic improvements must be provided before the issuance of a certificate of occupancy:

(1) A northbound right-turn lane at ingress/egress point 1 on Skillman Street as shown on the conceptual plan.

(2) A westbound right-turn lane at ingress/egress point 2 on Walnut Hill Lane as shown on the conceptual plan.

(3) An eastbound right-turn lane at ingress/egress point 3 on Walnut Hill Lane as shown on the conceptual plan.

(4) A northbound right-turn lane at ingress/egress point 5 on Skillman Street as shown on the conceptual plan.

(5) Westbound dual left-turn lanes at the intersections of Skillman Street and Walnut Hill Lane must be provided before the issuance of a certificate of occupancy for any use that would result in more than 1,700 residential dwelling units, more than 315,000 square feet of floor area for retail uses, or more than 50,000 square feet of floor area for office uses.

(b) Emergency access. Ingress/egress point 7 as shown on the conceptual plan is limited to emergency access only. (Ord. 26786)

SEC. 51P-758.114. ENVIRONMENTAL PERFORMANCE STANDARDS.

(a) In general. Except as otherwise provided in this section, Article VI applies.

(b) Pedestrian-scale lighting. Pedestrian-scale lighting that provides a minimum maintained average illumination level of 1.5 footcandles must be provided along sidewalks adjacent to internal streets. In this subsection, pedestrian-scale lighting means lighting that emanates from a source that is no more than 14 feet above the grade of the sidewalk or a pedestrian light fixture approved by the director of public works and transportation. The design and placement of both the standards and fixtures must be approved by the director of public works and transportation. Unless otherwise provided, each property owner is responsible for the cost of installation, operation, and maintenance of the lighting on their property or in the public right-of-way adjacent to their property. (Ord. 26786)

SEC. 51P-758.115. LANDSCAPING.

(a) Landscape plan.

(1) Except as provided in this section, a landscape plan must be submitted with the development plan and approved by the city plan commission before issuance of a building permit to authorize work in this district. Landscaping must be provided as shown on the landscape plan.

(2) A landscape plan is not required for:

- (A) a public park use;
- (B) the repair of existing structures;
- (C) demolition;
- (D) grading;
- (E) the installation of fencing or other structures for security purposes;
- (F) work associated with permitted temporary uses;
- (G) work intended to provide for the irrigation or maintenance of

landscaping; or

(H) the reconstruction or restoration of a building that has been damaged or destroyed by fire, explosion, flood, tornado, riot, act of public enemy, or accident of any kind if that reconstruction or restoration does not increase:

- (i) the number of buildings on the lot;
- (ii) the number of stories in a building on the lot;
- (iii) the floor area of any building on the lot by more than 10 percent or 10,000 square feet, whichever is less; or
- (iv) the nonpermeable coverage of the lot by more than 2,000 square feet.

(I) A single family or handicapped group dwelling unit use in Subarea

D.

(3) A landscape plan must be submitted with two blue-line or black-line prints. The plan must have a scale of one inch equals 50 feet or larger (e.g. one inch equals 40

feet, one inch equals 30 feet, etc.) and must be on a standard drawing sheet no greater than 56 inches by 48 inches. A plan that is not drawn in its entirety on a 36 inch by 48 inch sheet must be drawn with appropriate match lines on two or more sheets.

(4) A landscape plan must contain the following information:

(A) Date, scale, north point, and the names, addresses, and telephone numbers of both the property owner and the person preparing the plan.

(B) Location of existing boundary lines and dimensions of the lot, the zoning classification of the lot, the subarea classification of adjacent properties and a vicinity map.

(C) Approximate centerlines of existing water courses and the location of the 100-year flood plain, the escarpment zone, and geologically similar areas, if applicable; the approximate location of significant drainage features; and the location and size of existing and proposed streets and alleys, utility easements, driveways, and sidewalks on or adjacent to the lot.

(D) Project name, street address, and lot and block description.

(E) Location, height, and material of proposed screening and fencing (with berms to be delineated by one-foot contours).

(F) Locations and dimensions of proposed landscape buffer strips.

(G) Complete description of plant materials shown on the plan, including names (common and botanical name), locations, quantities, container or caliper sizes at installation, heights, spread, and spacing. The location and type of all existing trees on the lot over six inches in caliper must be specifically indicated.

(H) Complete description of landscaping and screening to be provided in or near off-street parking and loading areas, including information as to the amount (in square feet) of landscape area to be provided interior to parking areas and the number and location of required off-street parking and loading spaces.

(I) An indication of how existing healthy trees proposed to be retained will be protected from damage during construction.

(J) Size, height, location, and material of proposed seating, lighting, planters, sculptures, and water features.

(K) A description of proposed watering methods.

(L) Location of visibility triangles on the lot (if applicable).

(M) Tabulation of design standard points earned by the plan [*See Subsection (c)*].

(N) Percentage of lot coverage, impervious area, and front yard landscape area.

(O) Total size of pedestrian facilities, special amenities, and enhanced pavement each.

(P) The total tree mitigation for the district as a running total and the total of proposed tree replacement plantings and alternate tree mitigation methods for that landscape plan. Each landscape plan should subtract tree mitigation credit after a landscape plan has been approved by city plan commission.

(Q) The adjacent parkway area and any landscaping within the parkway area.

(5) All landscape plans must comply with the mandatory provisions in Subsection (b). The city plan commission may approve a landscape plan that does not comply with the requirements of this section if:

(A) strict compliance with this section is impractical due to site constraints or the location of protected trees, or would result in substantial hardship;

(B) the landscape plan complies with the spirit and intent of this section;

(C) the landscape plan furthers the stated purpose of this section; and

(D) the variation or exception from this section will not adversely affect surrounding properties.

(b) Mandatory provisions.

(1) In general. Trees must be planted no closer than 2.5 feet on center from any curb or paved surface. Large trees must be planted no closer than 10 feet on center from a building wall and no closer than 20 feet on center from another large tree.

(2) Parkway trees.

(A) Tree planting zone. In this section, the tree planting zone is that area located in the parkway, parallel to and between 2.5 and 10 feet from the back of the street curb.

(B) Number, location, and type of trees required. Each lot must have one or more trees whose trunks are located wholly within the tree planting zone. The number of required caliper inches per block face is determined by dividing the block face, excluding driveways and visibility triangles, by 25. This number is then multiplied by 3.5 to determine the total caliper inches for that block face. Fractions are rounded to the nearest whole number, with .5 being rounded up to the next whole number. Required trees must be of a species

recommended by the building official. Protected trees relocated from another location on the Property and preserved trees may be counted toward the number of required caliper inches. Trees located in the median of Wildcat Way may be counted towards the required caliper inches for Wildcat Way.

(C) Parkway landscape permits and alternate tree planting options.

The property owner must apply for a parkway landscape permit before any required trees may be planted in the parkway. If a property owner cannot obtain a parkway landscape permit to locate a required tree in the parkway, the property owner must locate the tree in the required front yard as near as practicable to the front lot line. If a lot has no front yard requirement and the property owner cannot obtain a parkway landscape permit to locate the required tree in the parkway, the property owner need not provide that required tree.

(D) Minimum tree height and trunk caliper. Required trees must have a minimum height of 14 feet and a minimum trunk caliper of three-and-one-half inches measured at a point 12 inches above the root ball at the time of installation. For this provision, height is measured from the top of the root ball or, if the plant is in a container, from the soil level in the container.

(E) Tree spacing requirements. Required trees must be spaced as uniformly as practicable. The maximum spacing between required trees is 50 feet on center, excluding open spaces or pedestrian plazas designated on an approved development plan.

(3) Surface parking area trees and landscaping. The following regulations apply to surface parking lots.

(A) All required parking spaces must be within 100 feet of a large canopy tree.

(B) Parking lots must be divided into sections containing no more than 120 parking spaces. Parking lot sections must be divided by landscaped dividers with a minimum width of eight feet. Landscaped dividers must have large canopy trees spaced at a maximum of 30 feet on center and ground cover or shrubs. Parking lot sections may contain up to 160 parking spaces if, in addition to the landscape dividers, each grouping of parking rows is divided by a landscape island of a minimum of 20 square feet per row of cars. Landscaped islands must have ground cover and trees or shrubs.

(C) Except as provided in this subparagraph, a[A] landscaped buffer strip with a minimum width of 20 feet must be located between any parking area and Skillman Street or Walnut Hill Lane. The landscape buffer may be interrupted by vehicular and pedestrian access areas. The landscape buffer strip may be located in whole or in part in the public right-of-way. The landscape buffer strip must have an evergreen berm with a minimum height of three feet. If the topography prevents installation of a berm, an evergreen hedge with a minimum height of three feet may be substituted. The landscape buffer must also have large canopy trees spaced at a maximum of 30 feet on center. The landscape buffer strip does not apply to single family or handicapped group dwelling unit uses in Subarea D.

(4) Structured parking trees and landscaping. Except as provided in this paragraph, the following regulations apply to the highest level of a parking structure that is unobstructed to the sky and is visible from an adjacent street right-of-way. This requirement does not apply to individual garages for single family and handicapped group dwelling unit uses in Subarea D.

(A) Parking must be screened with:

(i) a solid parapet wall to a minimum of three feet in height above the parking surface, or

(ii) a landscape buffer strip with an evergreen berm or an evergreen hedge with a minimum height of three feet at the time of planting.

(B) An ornamental tree in a landscape planter is required at the ends of each parking row.

(5) Private license granted.

(A) The city council hereby grants a revocable, non-exclusive license to the owners or tenants (with the written consent of the owner) of all property in this district for the exclusive purpose of authorizing compliance with the parkway landscaping requirements of this article. An owner or tenant is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway landscape permit. This private license will not terminate at the end of any specific period, however, the city council reserves the right to terminate this license at will, by resolution passed by the city council, any time such termination becomes necessary. The determination by the city council of the need for termination is final and binding. The city shall become entitled to possession of the licensed area without giving any notice and without the necessity of legal proceedings to obtain possession when, in its judgment, the purpose or use of the license is inconsistent with the public use of the right-of-way or when the purpose or use of the license is likely to become a nuisance or a threat to public safety. Upon termination of the license by the city council, each owner or tenant shall remove all improvements and installations in the public rights-of-way to the satisfaction of the director of public works and transportation.

(B) An owner or tenant is not required to comply with any landscaping requirement to the extent that compliance is made impossible due to the city council's revocation of the private license granted by this subsection.

(C) Upon the installation of landscaping and related amenities, such as irrigation systems, in the public rights-of-way, the owner or tenant shall procure, pay for, and keep in full force and effect commercial general liability insurance coverage with an insurance company authorized to do business in the State of Texas and otherwise acceptable to the city, covering, but not limited to, the liability assumed under the private license granted under this subsection, with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence, and \$2,000,000 annual aggregate. Coverage under this liability policy must be on an occurrence basis and the city shall be named as additional insured. Proof of such insurance must be sent to: Office of Risk Management, City of Dallas, 1500

Marilla, Dallas, Texas 75201, and the policy must provide for 30 days prior written notice to the Office of Risk Management of cancellation, expiration, non-renewal, or material change in coverage. All subrogation rights for loss or damage against the city are hereby waived to the extent that they are covered by this liability insurance policy.

(D) Each owner or tenant is responsible for maintaining the landscaping in a healthy, growing condition, for keeping related amenities in good repair and condition, and for keeping the premises safe and from deteriorating in value or condition, at no expense to the city. The city is absolutely exempt from any requirements to make repairs or to maintain the landscaping, related amenities, or the premises. The granting of a license for landscaping and related amenities under this subsection does not release the owner or tenant from liability for the installation or maintenance of trees, landscaping, and related amenities in the public right-of-way.

(6) Parkway landscape permit.

(A) It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating trees, landscaping, or related amenities in the parkway. An application for a parkway landscape permit must be made to the director. The application must be in writing on a form approved by the director and accompanied by plans or drawings showing the area of the parkway affected and the planting or other amenities proposed.

(B) Upon receipt of the application and any required fees, the director shall circulate it to all affected city departments and utilities for review and comment. If, after receiving comments from affected city departments and utilities, the director determines that the construction, planting, or other amenities proposed will not be inconsistent with and will not unreasonably impair the public use of the right-of-way, the director shall issue a parkway landscape permit to the property owner; otherwise, the director shall deny the permit.

(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's denial of a parkway landscape permit.

(D) A parkway landscape permit issued by the director is subject to immediate revocation upon written notice if at any time the director determines that the use of the parkway authorized by the permit is inconsistent with or unreasonably impairs the public use of the right-of-way. The property owner is not required to comply with any parkway landscaping requirement of this section if compliance is made impossible due to the director's revocation of a parkway landscape permit.

(E) The issuance of a parkway landscape permit under this subsection does not excuse the property owner, his agents, or employees from liability for the installation or maintenance of trees or other amenities in the public right-of-way.

(7) Landscape materials.

(A) No artificial plant materials may be used to satisfy the requirements of this section.

(B) In satisfying the landscaping requirements of this section, the use of high quality, hardy, and drought tolerant plant materials is encouraged.

(8) Soil requirements.

(A) Except as otherwise provided in this paragraph, landscape planting areas must have the following soil depths and dimensions:

(i) Each large shrub and each small tree must be planted in soil that is at least 24 inches deep with a surface area of at least 16 square feet (total of 32 cubic feet).

(ii) Each large tree must be planted in soil that is at least 36 inches deep with a surface area of at least 25 square feet (total of 75 cubic feet).

(B) Landscape planting areas located above underground buildings or structures must have the following soil depths and dimensions:

(i) Each large shrub and each small tree must be planted in soil that is at least 30 inches deep with a surface area of at least 25 square feet (total of 62.5 cubic feet).

(ii) Each large tree must be planted in soil that is at least 40 inches deep with a surface area of at least 36 square feet (total of 120 cubic feet).

(C) The building official may waive the minimum soil requirements if a landscape architect certifies that the proposed alternative soil depths and dimensions are sufficient to support the healthy and vigorous growth of the proposed plant materials.

(9) Protection of landscape areas. Required landscape areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops, or other permanent barriers.

(10) Irrigation requirements. Required plant materials must be located within 100 feet of a verifiable water supply, and proposed watering methods (irrigation or otherwise) must be adequate to maintain the plant materials in a healthy, growing condition.

(11) Sidewalks.

(A) Except as provided in this subparagraph, in Subareas A, B, and C, sidewalks must be a minimum of eight feet wide.

(i) On the side of Watercrest Parkway adjacent to the open space, the minimum unobstructed sidewalk width is four and one half feet.

(ii) On the north side of Whistle Stop Place, from Skillman Street to Wildcat Way, no sidewalk is required.

(iii) If a 12-foot-wide sidewalk is provided on the south side of the Jackson Branch Bridge and street crosswalks are provided at the east and west ends of the Jackson Branch Bridge, no sidewalk is required on the north side of the Jackson Branch Bridge.

(iv) On Walnut Hill Lane to the east side of Wildcat Way, minimum sidewalk width is five feet.

(v) On the south side of Lookout Point, no sidewalk is required.

(B) In Subarea D, sidewalks must be a minimum of six feet wide.

(C) All sidewalks must be located in an area parallel to and within five to 15 feet of the back of the street curb.

(D) A minimum of four feet of the sidewalk must be unobstructed and clear. ADA-approved tree grates are not a sidewalk obstruction.

(E) If the sidewalk is to be located in the front yard, the property owner must dedicate a sidewalk easement to the city to assure its availability to the public as a permanent pedestrian way.

(c) Design standards. All landscape plans, except for shared access developments in Subarea D, must earn a minimum of 20 points. Points are earned for the use of design standards only when landscaping is provided in the front yard. For purposes of this subsection, the front yard includes those areas of public right-of-way located behind the curb and utilized for landscaping.

(1) Points for landscaping in front yard. The front yard area is determined by multiplying the lot width and the minimum front yard setback. One point is awarded for each three percent of the total front yard area provided as landscape area up to a maximum of 15 points. To qualify, the landscape area must:

(A) be at least 50 square feet;

(B) be covered with grass or other plant material used as ground cover;

and

(C) for every 100 square feet of landscape area, or fraction thereof, have a minimum of:

(i) one large canopy tree [This requirement may be satisfied by existing tree credits under Section 51P-758.115(c)(2)];

(ii) three small trees;

(iii) two small trees and one large shrub;

(iv) one small tree and two large shrubs; or

- (v) three large shrubs.

(2) Existing tree credits. Existing healthy trees are credited toward meeting design standards as follows:

(A) For each canopy tree retained or relocated to the front yard of the building site or to the parkway, having a caliper equal to or greater than four inches but less than six inches, a credit of one required large canopy tree is allowed.

(B) For each canopy tree retained or relocated to the front yard of the building site or to the parkway, having a caliper equal to or greater than six inches but less than 12 inches, a credit of two required large canopy trees is allowed.

(C) For each canopy tree retained or relocated to the front yard of the building site, to the parkway, or within any of the subareas, having a caliper equal to or greater than 12 inches, a credit of three required large canopy trees is allowed.

- (3) Special amenities.

- (A) Enhanced pavement material.

(i) Three points are awarded when at least 50 percent of all outdoor vehicular pavement area in the front yard of a lot consists of enhanced pavement. (Note: All vehicular pavement must comply with the construction and maintenance provisions for off-street parking in the Dallas Development Code, as amended.)

(ii) Three points are awarded when at least 50 percent of all outdoor pedestrian pavement area consists of enhanced pavement. (Note: All pedestrian pavement material and design must be approved by the director of public works and transportation.)

(B) Pedestrian facilities. One point is awarded for each one percent increment of lot area covered by publicly accessible special pedestrian facilities and features such as plazas, covered walkways, fountains, lakes and ponds, seating areas, bicycle racks, and outdoor recreation facilities, up to a maximum of five points.

(c.1) Shared access developments in Subarea D. Landscaping for a shared access development must be provided in accordance with Section 51A-10.125(a)(2)(B)(i) and (ii). The parkway tree requirements of this Article apply for a shared access development.

- (d) When landscaping must be completed.

(1) Except as otherwise provided, all landscaping must be completed in accordance with an approved landscape plan before a certificate of occupancy may be issued for any building on the lot.

(2) With city plan commission's approval, landscaping may be installed in phases for the purpose of protecting installed landscaping during construction of adjacent phases. Landscaping for all phases, however, must be installed within 18 months of an approved landscape plan unless an alternate phasing plan is approved by city plan commission.

(3) If the property owner provides the building official with documented assurance that the landscaping will be completed within six months, the building official may issue one six-month temporary certificate of occupancy and permit the property owner to complete his landscaping during the six-month period. For purposes of this subsection, "documented assurance" means a copy of a valid contract to install the landscaping in accordance with the landscape plan within the six-month period, or a set of deed restrictions containing a covenant to install the landscaping in accordance with the landscape plan within the six-month period. The deed restrictions must:

- (A) expressly provide that they may be enforced by the city;
- (B) be approved as to form by the city attorney; and
- (C) be filed in the deed records of the county in which the land is located.

(e) General maintenance. Required landscaping must be maintained in a healthy, growing condition. 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. (Ord. Nos. 26786; 27852)

SEC. 51P-758.116. TREE MITIGATION AND PROTECTION.

(a) Tree protection. After the development plan and landscape plan are approved, a tree protection plan that complies with Section 51A-10.136 must be submitted to the building official before the issuance of a building permit. Tree protection must be provided as shown on the tree protection plan.

(b) Tree mitigation in general.

(1) Except as provided in this section, tree mitigation must be provided in accordance with Article V and Article X.

(2) Except as otherwise provided, this section applies to all property within this district.

(3) This section does not apply to lots smaller than two acres that have single family or duplex uses, except that replacement trees will be considered protected trees even if planted on lots smaller than two acres that have single family or duplex uses. This means that if a replacement tree is planted on a lot smaller than two acres with a single family use, and the

owner of that lot were to one day remove the tree, he would have to replace that tree in accordance with this section.

(4) Tree mitigation is not required if trees are removed because of infrastructure and water retention areas approved under Article V.

(5) The total number of caliper inches required to be mitigated is 4,502. Of the total required caliper inches, a minimum of 855 caliper inches must be replaced or preserved within the open space shown on the conceptual plan.

(c) Replacing trees.

(1) Tree mitigation may be accomplished by planting replacement trees in this district. Replacement trees may be counted towards tree mitigation only if they are not planted within 2.5 feet of a utility easement.

(2) Except in the open space shown on the conceptual plan, the building official shall give tree mitigation credit of two caliper inches for every caliper inch of a protected tree with a caliper of 18 or more inches that is preserved within the district and a credit of 1.5 caliper inches for every caliper inch of tree with a caliper of 12 inches or more that is preserved or relocated within the district. Preserved trees may not be counted twice to meet the tree mitigation requirements of two lots or tracts. Tree mitigation credits in Subsection (c)(2) may count towards the required caliper inches to be mitigated in Subsection (b)(5).

(d) Tree conservation area.

(1) In general. Tree mitigation may also be accomplished by establishing a tree conservation area. A tree conservation area is established if the building official approves the tree conservation area plan and the Property owner creates a conservation easement on the Property pursuant to Section 51A-10.135(d) or shows a conservation area on an approved landscape plan.

(2) Tree conservation area plan. A tree conservation area plan must be submitted to the building official. The tree conservation area plan must include:

(A) A survey of the boundaries for the tree conservation area.

(B) A tree survey of the tree conservation area that complies with Section 51A-10.132, or an estimate of the caliper and type of protected trees using a method determined to be reasonably accurate by the building official.

(C) A plan for the preservation and maintenance of the conservation area.

(3) Approval. The building official shall approve the tree conservation area if the building official determines that the tree conservation area will preserve protected trees and other vegetation, considering:

- (A) the size of the tree conservation area;
- (B) the health and condition of protected trees within the tree conservation area; and
- (C) other features worthy of preservation, such as topography or rare plant species.

(4) Landscape plan. The tree conservation area must be shown on an approved landscape plan.

(5) Development prohibited. Playground equipment and park amenities may not be placed within the tree conservation area unless the building official determines that the playground equipment or park amenities will not be detrimental to the tree conservation area.

(6) Tree mitigation credit.

(A) If the tree conservation area is 25 percent or less of the area of the tree removal property, the responsible party will receive an inch-for-inch credit for trees in the conservation area, up to 50 percent of the total caliper of replacement trees required.

(B) If the tree conservation area is more than 25 percent, but less than 50 percent, of the area of the tree removal property, the responsible party will receive inch-for-inch credit for trees in the conservation easement area, up to 65 percent of the total caliper of replacement trees required.

(C) If the tree conservation area is 50 percent or more of the area of the tree removal property, the responsible party will receive inch-for-inch credit for trees in the conservation easement area, up to 80 percent of the total caliper of replacement trees required.

(e) Completion.

(1) The landscape plan for the final phase of development within the district must include a plan to accomplish any remaining tree mitigation requirements.

(2) Tree mitigation must be completed by June 13, 2012. The city plan commission may extend the deadline for completion if significant delays result from the permitting process or the installation of public improvements. (Ord. Nos. 26786; 27852)

SEC. 51P-758.117. STRUCTURE FACADE STANDARDS.

(a) Off-street parking structures.

(1) All permanent parking structures must be located either underground or be concealed behind a facade that is similar in appearance to the facade of either the building to which the parking structure is accessory or another adjacent structure.

(2) If a parking structure facade is visible from an adjacent street right-of-way, at least 10 percent of the area of the parking structure facade must be covered with the same material used predominantly on the first 50 feet of height of the building to which the parking structure is accessory or another adjacent structure. The area of the parking structure facade is calculated by including openings, if any.

(3) Openings in the parking structure facade must not exceed 52 percent of the total facade area, excluding ingress and egress points.

(b) Highly reflective glass prohibited. Highly reflective glass may not be used as an exterior building material on any building or structure in this district. For purposes of this subsection, “highly reflective glass” means glass with exterior visible reflectance percentages in excess of 27 percent. Visible reflectance is the percentage of available visible light energy reflected away from the exterior surface of the glass. (The higher the percentage, the more visible light reflected and the more mirror-like the surface will appear.) (Ord. Nos. 26786; 27852)

SEC. 51P-758.118. SIGNS.

(a) In general. Except as otherwise provided in this section, signs must comply with the provisions for business zoning districts in Article VII. For purposes of complying with this section, the premise is the Property.

(b) Non-monument signs. Subarea A and Subarea C are each allowed to have one detached multi-tenant premise-identification non-monument sign on Skillman Street and one detached multi-tenant premise-identification non-monument sign on Walnut Hill Lane, for a total of four signs.

(c) A-frame signs. A-frame signs are permitted to identify a business in accordance with the following provisions:

- (1) The maximum size of the sign is 32 inches wide and 36 inches tall.
- (2) The maximum effective area per side is 1,200 square inches.
- (3) A-frame signs may only be displayed when the business it identifies is open.
- (4) A-frame signs may be located on the sidewalk or in the front yard of the business that it is identifying, provided a minimum of four feet of unobstructed sidewalk area is provided, and all necessary licenses and permits have been obtained.
- (5) Only one A-frame sign is permitted per business.
- (6) A-frame signs must be separated by a minimum of 50 feet.

(7) A-frame signs may not be located closer than 25 feet to a street intersection and in no case may a sign be located in a visibility triangle.

(d) Blade signs.

(1) Blade signs are permitted.

(2) Blade signs may not be internally illuminated.

(3) Blade signs may be horizontal or vertical.

(4) There is no limit on the number of blade signs.

(5) The maximum area for blade signs is 30 square feet.

(6) Blade signs may be located no lower than nine feet and no higher than 29 feet from street level as measured at the lowest and highest point of the sign.

(7) A blade sign cannot project into the right-of-way.

(8) A blade sign cannot be located closer than 15 feet to another projecting sign.

(e) Videoboard signs.

(1) Location.

(A) Videoboard signs may only be oriented toward Wildcat Way or Watercrest Parkway and may not be visible from Walnut Hill Lane or Skillman Street.

(B) A videoboard sign may only be attached to a facade on both sides of Wildcat Way between the northern right-of-way line of Lookout Point and the southern right-of-way line of Sedgwick Drive.

(2) Number. A maximum of two videoboard signs are permitted in this district.

(3) Size.

(A) The maximum size of a videoboard sign is 1,500 square feet; the video display area may not exceed 500 square feet. The message area within the remaining 1,000 square feet may not change more than one time in a 24-hour period.

(B) The maximum height of the highest point of the video display area is 30 feet.

(4) Operation.

(A) Display. Videoboard signs:

(i) must contain a default mechanism that freezes the image in one position in case of a malfunction;

(ii) must automatically adjust the sign brightness based on natural ambient light conditions in compliance with the following formula:

(aa) the ambient light level measured in luxes, divided by 256 and then rounded down to the nearest whole number, equals the dimming level; then

(bb) the dimming level, multiplied by .0039 equals the brightness level; then

(cc) the brightness level, multiplied by the maximum brightness of the specific sign measured in nits, equals the allowed sign brightness, measured in nits. For example:

32768	=	ambient light in luxes
$\div 256$		
128	=	dimming level
$\times .0039$		
.4992	=	brightness level
$\times 9000$	=	(maximum brightness of the example sign)
4492.8	=	allowed brightness in nits;

(iii) must be turned off between 12:00 a.m. (midnight) and 7:00 a.m. Monday through Friday and 2:00 a.m. and 8:00 a.m. on Saturday and Sunday; and

(iv) may not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance.

(B) Light intensity. Before the issuance of a videoboard sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity:

(i) has been factory programmed to comply with the maximum brightness and dimming standards in the table in Subparagraph (e)(5)(A); and

(ii) is protected from end-user manipulation by password-protected software, or other method satisfactory to the building official.

(C) Change of message. Except as provided in this section, changes of message must comply with the following:

(i) Each message must be displayed for a minimum of eight seconds.

(ii) Changes of message must be accomplished within two seconds.

(iii) Changes of message must occur simultaneously on the entire sign face.

(iv) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.

(D) Streaming information. Streaming messages are limited to non-commercial messages. Ticker tape streaming is permitted at all times when the videoboard sign is operating. Ticker tape streaming must be located within the bottom 10 percent of the effective area.

(E) Malfunction. Videoboard sign operators must respond to a malfunction or safety issue within one hour after notification.

(f) Marquee signs.

(1) A marquee sign may not exceed 1,000 square feet of effective area.

(2) A marquee sign may not be longer than two-thirds of the length of the frontage of the building to which the marquee is attached.

(3) Only a theater, commercial amusement (inside), or entertainment facility use may have a marquee sign.

(4) The message area on a marquee sign may consist of LED, LCD, or other changeable message technology. The message area on any marquee sign may not exceed 60 percent of the effective area of the sign.

(5) No lot may have more than one marquee sign per street frontage.

(6) The message cannot change more than three times in a 24 hour period.

(7) A maximum of two marquee signs are allowed.

(g) Facade graphic signs.

(1) Facade graphic signs may only be displayed on facades facing Wildcat Way or Watercrest Parkway.

(2) Facade graphic signs may be constructed of mesh, metal, vinyl, decal, fritted glass, light sources, or other similar material and may be applied to, projected on, or

viewable through the architecture or building materials such as glass, concrete, and wood of the structure.

(3) Facade graphic signs must be designed to be viewed as a part of the architecture of the building to which it is attached rather than appear as an attached element.

(4) A facade graphic sign must have a large visual display with a minimum of 75 percent non-textual graphic content (no more than 25 percent text).

(5) The maximum permitted effective area for a facade graphic sign is 90 percent of the facade to which the facade graphic sign is attached.

(6) No facade graphic sign may exceed 30 feet in height.

(7) No more than six facade graphic signs are permitted.

(8) A facade graphic sign may not display the same message for more than 60 days within a 12 month period. (Ord. Nos. 26786; 27852)

SEC. 51P-758.119. ADDITIONAL PROVISIONS.

(a) In general.

(1) The Property must be properly maintained in a state of good repair and neat appearance.

(2) 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.

(b) Pedestrian/bicycle paved pathway.

(1) Before the issuance of any certificate of occupancy, a pedestrian/bicycle paved pathway must be provided. The pathway must run the length of the district from the DART rail station right-of-way [north] to the south property line and be located on the west side of the creek channel in the open space as shown on the conceptual plan. The pedestrian/bicycle paved pathway must be designed so that it can connect with the city trail system and sidewalks located within the district. The pathway must have a minimum width of 12 feet.

(2) The following amenities must be installed when the property adjacent to the pedestrian/bicycle paved pathway is developed. These amenities must be shown on a development plan approved by city plan commission or the park and recreation board, whichever is applicable (See 51P-758.119(b)(3)and(4)). Development of adjacent property, however, does not trigger the installation of all amenities along the pedestrian/bicycle paved pathway, but only the installation of those amenities within the area covered by the development plan.

(A) Three-inch caliper trees must be provided and located along the pathway at a minimum of one per 30 feet of pathway. The trees must be of the species listed in Section 51A-10.134.

(B) Benches and trash cans must be provided and located along the pathway at one per 400 feet of pathway. Benches and trash cans must be the same or equivalent as those used by the parks and recreation department in any city park.

(C) Drinking water fountains must be provided and located along the pathway at one per 800 feet of pathway. Drinking water fountains must be the same or equivalent as those used by the parks and recreation department in any city park.

(D) Pedestrian street lamps must be provided and located along the pathway at one lamp per 120 feet of pathway. The pedestrian street lamps must be the same or equivalent as those used by the department of parks and recreation in any city park or meet the requirements of Section 51P-758.114.

(3) For any portion of a pedestrian/bicycle paved pathway located in a public park, that portion of the pathway must be shown on the development plan and approved by the park and recreation board.

(4) For any portion of a pedestrian/bicycle paved pathway located outside of a public park, that portion of the pathway must be shown on the development plan and approved by the city plan commission.

(c) Bicycle parking. Bicycle racks must be provided outside of the open space shown on the conceptual plan to accommodate one bicycle for every 20 required non-residential off-street parking spaces.

(d) Shared access development in Subarea D.

(1) A shared access development in Subarea D may contain up to 60 lots with two shared access points.

(2) A fence located within the front yard setback that surrounds a shared access development may be masonry, wrought iron, or a combination of these materials and up to eight feet in height.

SEC. 51P-758.120.

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 department of public works and transportation.

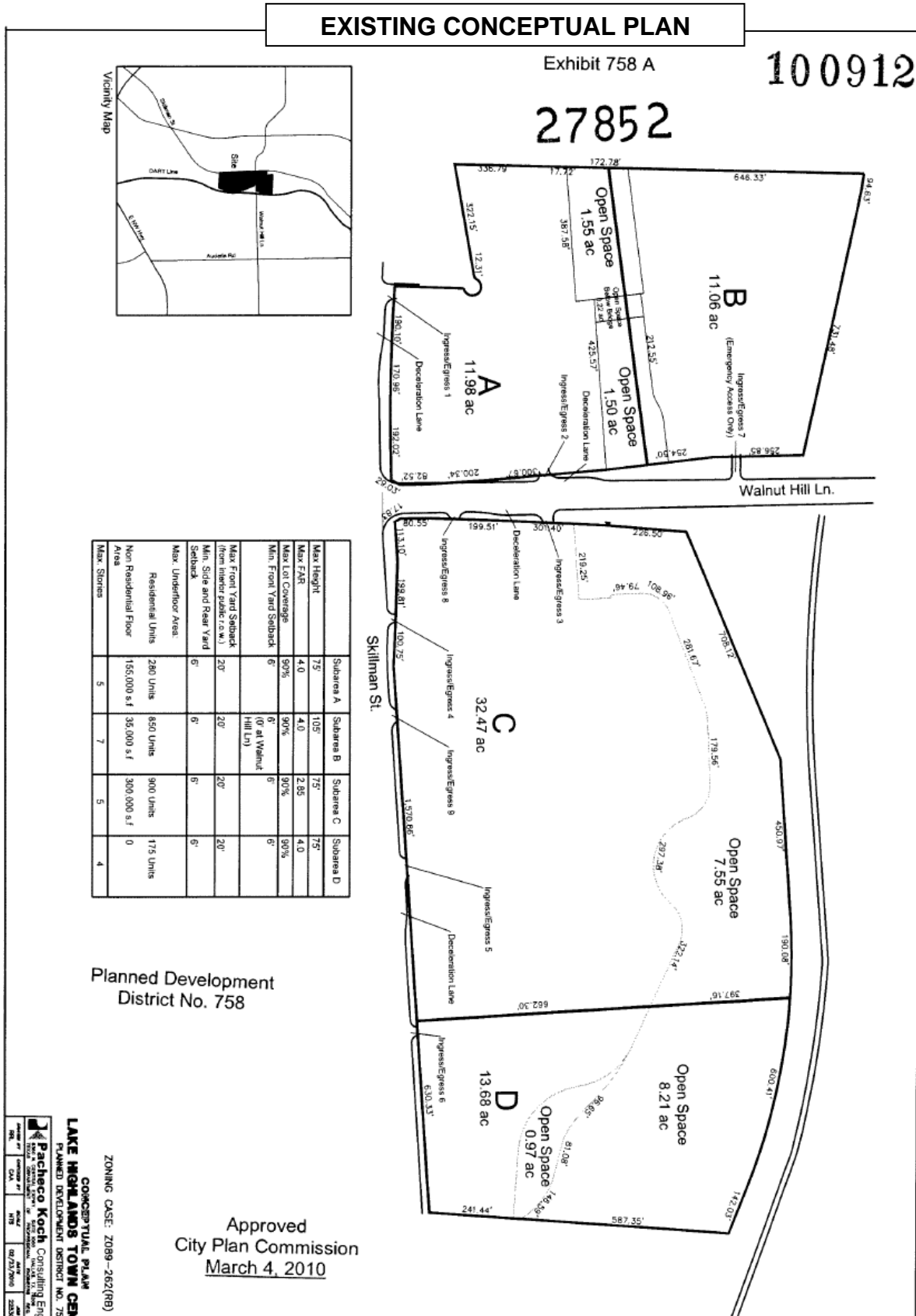
(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this district until there has been

Z156-173(SH)

full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 26786)

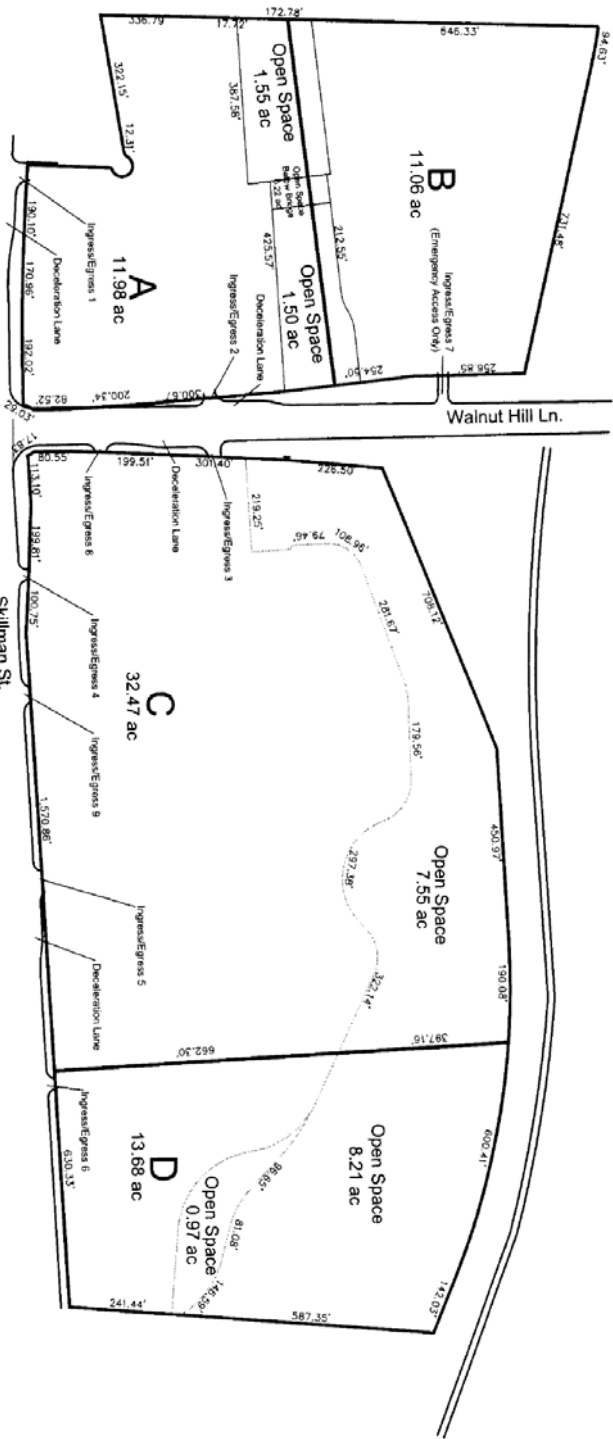
SEC. 51P-758.121. ZONING MAP.

PD 758 is located on Zoning Map No. F-9. (Ord. 26786)



PROPOSED CONCEPTUAL PLAN

Exhibit 758 A



	Subarea A	Subarea B	Subarea C	Subarea D
Max Height	75'	105'	75'	30' for single family; 75' for all other
Max FSI	4.0	4.0	2.85	4.0
Max Lot Coverage	90%	90%	90%	80% for single family; 90% for all other
Min. Front Yard Setback	6'	6' (or at Walnut Hill Ln)	6'	6'
Max Front Yard Setback (from center public row)	20'	20'	20'	N/A
Min. Side and Rear Yard Setback	6'	6'	6'	0' / 5'
Max. Underfloor Max.				
Residential Units	280 Units	850 Units	900 Units	60 Units for single family; 175 Units for all other
Non Residential Floor Area	155,000 s.f.	35,000 s.f.	300,000 s.f.	0
Max. Stories	5	7	5	4

ZONING CASE:

CONCEPTUAL PLAN
LAKE HIGHLANDS TOWN CEN
PLANNED DEVELOPMENT DISTRICT NO. 72E
Pacheco Koch Consulting Eng
10000 N. Central Expressway, Suite 100
Dallas, TX 75243
Phone: 972.382.1100
Fax: 972.382.1101
Email: info@pkce.com
www.pkce.com

CONCEPTUAL LOT LAYOUT



1

SCALE: 1" = 30'-0"

CONCEPTUAL LOT LAYOUT



NOTE: THE PURPOSE OF THIS PLAN IS TO DEMONSTRATE A CONCEPTUAL LOT LAYOUT WITH UP TO 60 LOTS USING TWO ACCESS POINTS.

GUEST PARKING IN
ACCORDANCE WITH 51A-4.411

MAX STORIES: 4
MAX HEIGHT FOR SINGLE FAMILY
STRUCTURES: 36 FT
MINIMUM LOT AREA: 1,200 SF
MAX NUMBER OF LOTS IN SAD: 60
☐ COMMON AREAS OPEN
SPACE 16,811 SF

SITE INFORMATION:
PD 758 SUB-AREA D
CONCEPTUAL SITE PLAN FOR
SHARED ACCESS DEVELOPMENT

REFER TO PLAT AND PD 758 AND
51A-4-11 FOR ALL CONTROLLING
REGULATIONS

FRONT YARD: MINIMUM 8'
SIDE YARD: NO MINIMUM
REAR YARD: N/A
LOT COVERAGE: MAX 80%

SKILLMAN STREET

50' RIGHT-OF-WAY

APPROXIMATE LOCATION
OF ON STREET PARKING
SUBJECT TO COO STREET
TWO WA



VICINITY MAP



LAKE HIGHLANDS TOWN CENTER
CITY OF DALLAS, TEXAS

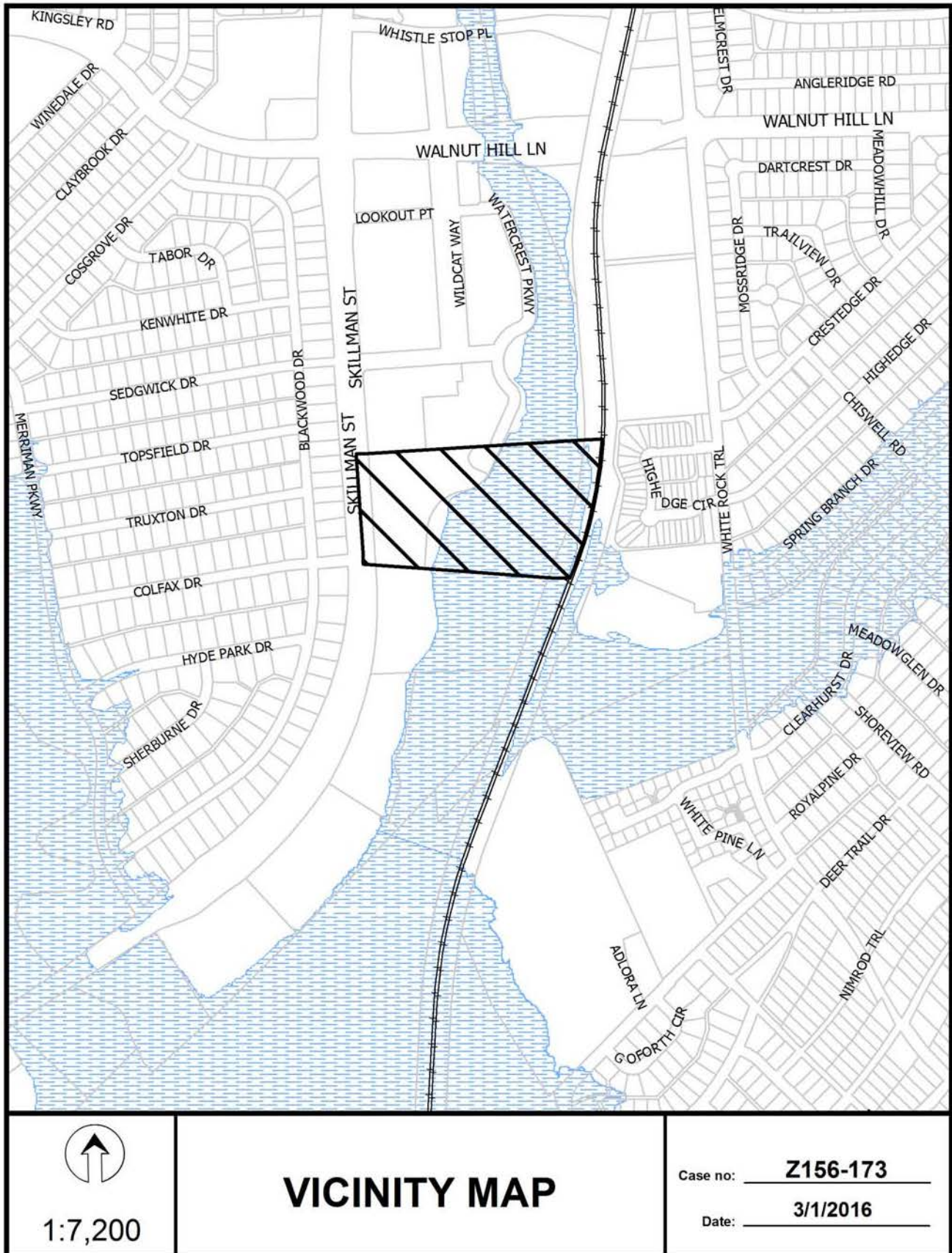
Baldwin

Associates

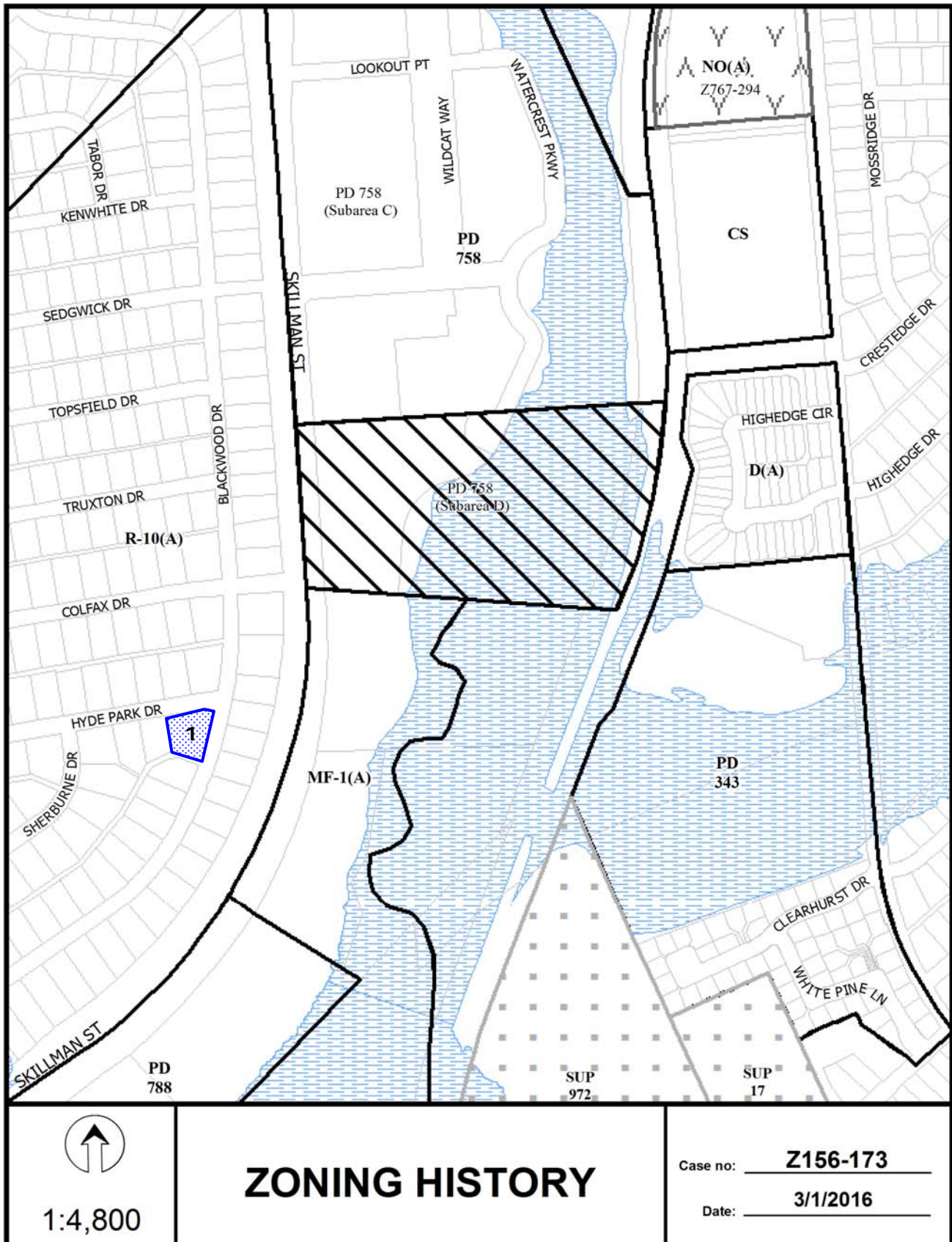
**BALDWIN
ASSOCIATES**

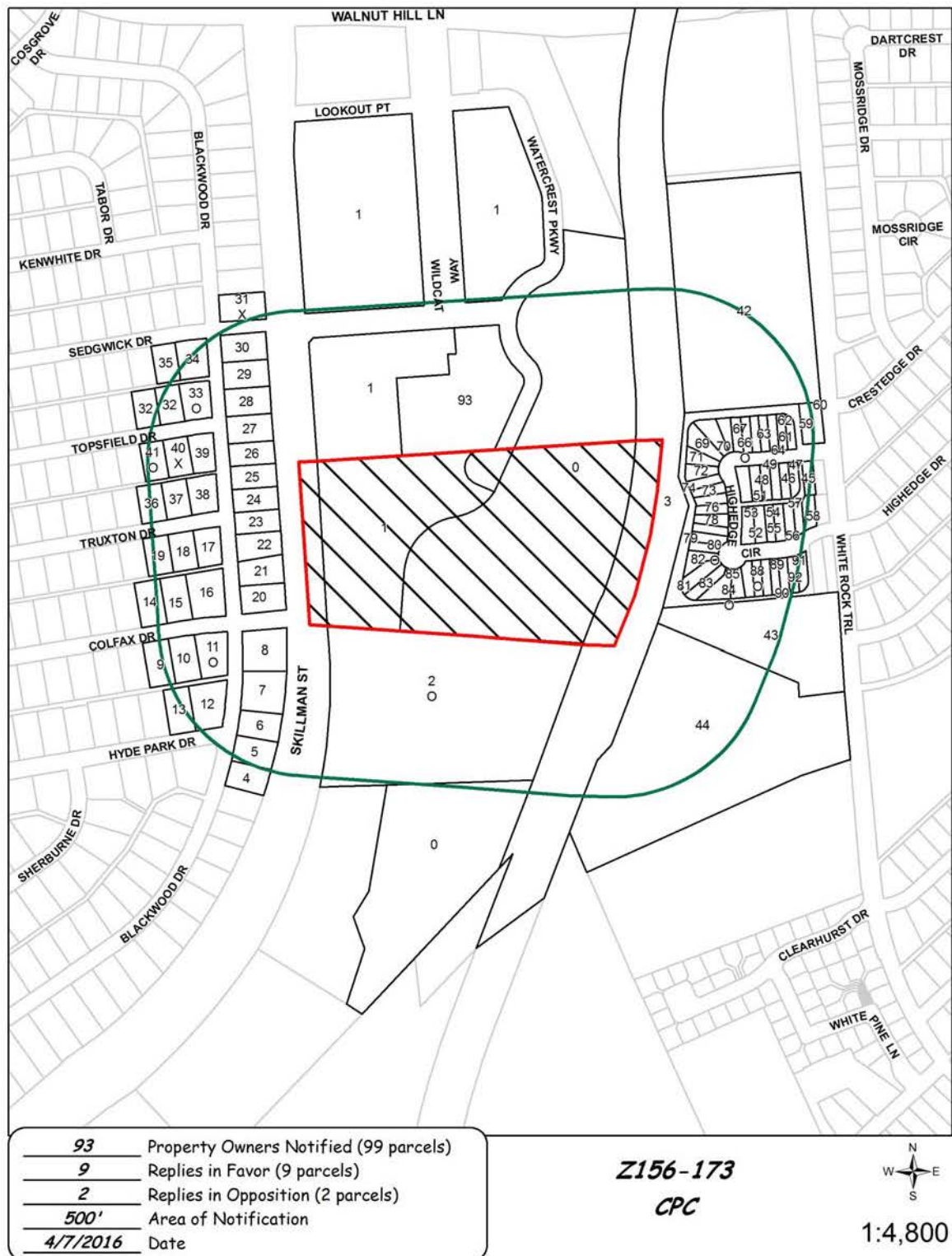
3904 Elm Street, Suite B
Dallas, Texas 75226
MOBILE: 214.729.7949
OFFICE: 214.824.7949
rob@baldwinplanning.com

03/30/2016
PROJECT NUMBER
CASE NUMBER









04/27/2016

Reply List of Property Owners***Z156-173******93 Property Owners Notified******11 Property Owners in Favor******2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	7160 SKILLMAN ST	PC LH LAND PARTNERS LP
O	2	6910 SKILLMAN ST	EVERWOOD APARTMENTS LP
	3	555 2ND AVE	DART
	4	6936 BLACKWOOD DR	GARCIA CATHLEEN
	5	6942 BLACKWOOD DR	WEAVER JAMES A TR &
	6	6948 BLACKWOOD DR	ANDERLY DAVID BRONSON &
	7	6954 BLACKWOOD DR	CHASTAIN LYDIA ANNE
	8	6968 BLACKWOOD DR	LONGANECKER MICHAEL L &
	9	6926 COLFAX DR	CARSON CARYN L
	10	6932 COLFAX DR	JOHNSTONE ERIC S & KAREN
O	11	6967 BLACKWOOD DR	DUNSON DAVID S
	12	6931 HYDE PARK DR	MANESS M H
	13	6925 HYDE PARK DR	KNUTH SCOTT & CHARLOTTE
	14	6925 COLFAX DR	BARYCKI CATHERINE ANN
	15	6931 COLFAX DR	WEBSTER KELLER W &
	16	6939 COLFAX DR	CLARK B KEITH & ASHLEY L
	17	6948 TRUXTON DR	HEATH JARED & REBECCA
	18	6940 TRUXTON DR	GRIESS BRANDON & BONNIE
	19	6928 TRUXTON DR	FOULK REBECCA T
	20	7006 BLACKWOOD DR	KRAFT INVESTMENTS LLC
	21	7012 BLACKWOOD DR	WILSON JEANENE T &
	22	7018 BLACKWOOD DR	SCHAFER PROPERTY TRUST 1
	23	7024 BLACKWOOD DR	ESTRADA EDUARDO J
	24	7030 BLACKWOOD DR	BABIN DANNY PAUL &
	25	7032 BLACKWOOD DR	JEFFERSON WILLIE B
	26	7036 BLACKWOOD DR	MURPHY WENDY & MICHAEL

04/27/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	7038 BLACKWOOD DR	GOURLEY JAMES ROBERT
	28	7044 BLACKWOOD DR	BENNETT STEPHANIE RENEE
	29	7050 BLACKWOOD DR	MELSON MICHAEL R & KIMBERLY E
	30	7056 BLACKWOOD DR	BAILEY JOHN &
X	31	7104 BLACKWOOD DR	GODFREY ANTHONY D & TAMMY L
	32	6939 TOPSFIELD DR	RICHLAND RENOVATIONS INC
O	33	6955 TOPSFIELD DR	GLICKSTEIN ALAN R &
	34	6942 SEDGWICK DR	GREEN JAMES & CHRISTINE
	35	6936 SEDGWICK DR	GOOCH ROLAND WILBY &
	36	6931 TRUXTON DR	FRANKE MARVIN GENE
	37	6939 TRUXTON DR	HATTON THOMAS H JR &
	38	6947 TRUXTON DR	SESLER ANTHONY & DANNA
	39	6956 TOPSFIELD DR	CASEY DONA D
X	40	6948 TOPSFIELD DR	BENOY ARTHUR W & MARY S
O	41	6940 TOPSFIELD DR	BRUNS ALFRED V
	42	9525 WHITE ROCK TRL	PIERCE LARRY ERNEST TR &
	43	9271 WHITE ROCK TRL	PHNTUS STONEBRIDGE LLC
	44	9215 WHITE ROCK TRL	NIC 13 WHITEROCK COURT OWNER LLC
	45	9206 HIGHEDGE CIR	JEFFERY BEN & STEPHANIE
	46	9212 HIGHEDGE CIR	SLOCUM DONNA G
	47	9210 HIGHEDGE CIR	SLOCUM MARTHA ANNE
	48	9218 HIGHEDGE CIR	SMOOT JASON W &
	49	9216 HIGHEDGE CIR	LINDELL DAVID S & BELINDA
O	50	9224 HIGHEDGE CIR	CARGILE ARRETA
	51	9222 HIGHEDGE CIR	VANCE KEVIN
	52	9336 HIGHEDGE CIR	AILLS JACKSON L
O	53	9334 HIGHEDGE CIR	EDDLEMON V CARLENE
	54	9342 HIGHEDGE CIR	BAHTA SIRAK
	55	9340 HIGHEDGE CIR	BRADFORD TODD A
	56	9348 HIGHEDGE CIR	SMITH LOREINE
	57	9346 HIGHEDGE CIR	PORTER STEVEN J

04/27/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	9352 HIGHEDGE CIR	WILLIAMSON LANITA C
	59	9205 HIGHEDGE CIR	KNEBEL ROBERT
	60	9203 HIGHEDGE CIR	HERZER JOSEPH R JR &
	61	9211 HIGHEDGE CIR	SITHIHAO PAMELA P
	62	9209 HIGHEDGE CIR	MEESA HOLDINGS LLC
	63	9217 HIGHEDGE CIR	LEGG ROBERT
	64	9215 HIGHEDGE CIR	BATSON JEFFERY & JENNIFER
	65	9221 HIGHEDGE CIR	ALBANI ALLISON M
O	66	9223 HIGHEDGE CIR	GANT BILLIE JOE
	67	9227 HIGHEDGE CIR	WOODARD JENNIFER M
	68	9229 HIGHEDGE CIR	BAKER MONA
	69	9235 HIGHEDGE CIR	DEL CID DIANNE
	70	9233 HIGHEDGE CIR	CID DONALD DEL & DIANNE DEL CID
	71	9239 HIGHEDGE CIR	MCBRIDE BRENDA
	72	9241 HIGHEDGE CIR	INNOCENT JAMES C &
	73	9247 HIGHEDGE CIR	JOHNSON GRACE E
	74	9245 HIGHEDGE CIR	JOHNSON GRACE ELAINE
	75	9251 HIGHEDGE CIR	MEESA HOLDINGS LLC
	76	9253 HIGHEDGE CIR	WOODCOCK ROBERT A
	77	9303 HIGHEDGE CIR	HENDERSON MICHAEL &
	78	9305 HIGHEDGE CIR	HENDERSON MICHAEL &
	79	9311 HIGHEDGE CIR	SMALL REBECCA
O	80	9309 HIGHEDGE CIR	WOODALL RAMSAY PACE
	81	9317 HIGHEDGE CIR	STALDER LYNDIA C TRUST THE
	82	9315 HIGHEDGE CIR	HAGEMEIER SUSAN K & STEPHEN C KINCHELOE
	83	9321 HIGHEDGE CIR	WINBORN APRIL
O	84	9323 HIGHEDGE CIR	WOODALL RAMSAY & CARY
	85	9329 HIGHEDGE CIR	SHEW MARTI ANNE &
	86	9327 HIGHEDGE CIR	BRISTER CANDACE
O	87	9335 HIGHEDGE CIR	BRYANT L GERALD &
O	88	9333 HIGHEDGE CIR	BRYANT GERALD L &

Z156-173(SH)

04/27/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	9339	HIGHEDGE CIR	MOORE SUSAN R
90	9341	HIGHEDGE CIR	SCHOLL PHYLLIS ELIZABETH
91	9347	HIGHEDGE CIR	WAIDLER DAVID
92	9345	HIGHEDGE CIR	DEMLER ADELE
93	7077	WATERCREST PKWY	LHTC BLOCK D LLC

AGENDA ITEM # 56

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 13 X

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Hotel or motel on property zoned a CR Community Retail District, on property on the south line of Forest Lane, east of Dennis Road

Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions

Z156-177(JM)

FILE NUMBER: Z156-177(JM)

DATE FILED: December 31, 2015

LOCATION: South line of Forest Lane, east of Dennis Road

COUNCIL DISTRICT: 13

MAPSCO: 13X

SIZE OF REQUEST: Approx. 3.91 Acres

CENSUS TRACT: 96.11

APPLICANT/OWNER: Coventry Hospitality, LLC

REPRESENTATIVE: Stephen Lindsey

REQUEST: An application for a Specific Use Permit for a Hotel or motel on property zoned a CR Community Retail District.

SUMMARY: The applicant is requesting the specific use permit to provide for the existing hotel. This request will allow continued use of the property for this use, with no additions being requested at this time.

CPC RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a 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 site plan and 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 request allow the existing lodging use to continue with no expansions or modifications to existing improvements.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The use has been at this location since 1998 and will continue to provide for lodging and meeting space.
3. *Not a detriment to the public health, safety, or general welfare* – The hotel has no reported violations nor code issues.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – A valid certificate of occupancy exists for the use.

Zoning History:

Thoroughfare

Forest Lane

Designation; Existing & Proposed ROW

Principal Arterial; 100' & 100' ROW

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the applicant's request and determined it will not significantly impact the surrounding street system.

Comprehensive Plan: The request site and immediate surrounding area is considered a Commercial center or corridor. These areas primarily function as service and job destinations and are similar to Business Centers or Corridors, but are smaller and incorporate less density. These corridors, commonly at the intersection of major streets, are easily accessed via automobiles. Buckner Boulevard is an example of a Commercial Corridor. Buildings in these areas tend to be on separate parcels and stand one to five stories with offices, restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors also may include multifamily housing in low- to mid-rise apartment buildings or condominiums. Landscaping and urban design will enhance the visitor's experience and is used to separate sidewalks from major roads and define pedestrian routes in large parking lots. For large shopping centers, this may involve adding public plazas or other "town center" features. Public transit enhancements as well as quality access and visibility are important components of successful auto-oriented development.

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

Land Use Compatibility: The property is improved with a hotel consisting of 146 hotel rooms, meeting space, outside pool area, and surface parking that wraps the three-story structure. It should be noted this use has existed since June, 1987. The Dallas City Code allowed the use by right, subject to a minimum of 80 rooms, with a specific use permit for less than this density. It should be noted the code was amended for this use to require an SUP in the CR District regardless of the number of rooms.

The area is developed with retail, office and one vacant institutional use (Platt College; north of the site) along both sides of Forest Lane, with the exception of a retirement housing use on property abutting the site's western property line. SUP No. 1369 (approved by City Council September 23, 1998) for a hotel or motel use exists on the abutting retail zoned property, but is currently developed with a retail use. Low density single family uses (townhouse structures) are developed on property to the south. These uses are separated from the site by six foot-tall solid fencing.

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.

As the use has existed 29 years with no reported history of violations, staff is comfortable with supporting continuation of the use for a permanent time period. As part of this consideration, staff has established a maximum floor area representative of existing improvements.

Z156-177(JM)

CPC Action – April 21, 2016

Z156-177(JM)

Motion: It was moved to recommend **approval** of a Specific Use Permit for a Hotel or motel for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan and conditions on property zoned a CR Community Retail District, on property on the south line of Forest Lane, east of Dennis Road.

Maker: Murphy
Second: Schultz
Result: Carried: 14 to 0

For: 14 - Anglin*, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Haney*, Jung,
Housewright*, Schultz, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 1 - District 2

*out of the room, shown voting in favor

Notices:	Area: 300	Mailed: 63
Replies:	For: 4	Against: 1

Speakers: None

COURTYARD BY MARRIOTT NO. 2
2930 Forest Lane

List of Owners/Partners/Officers

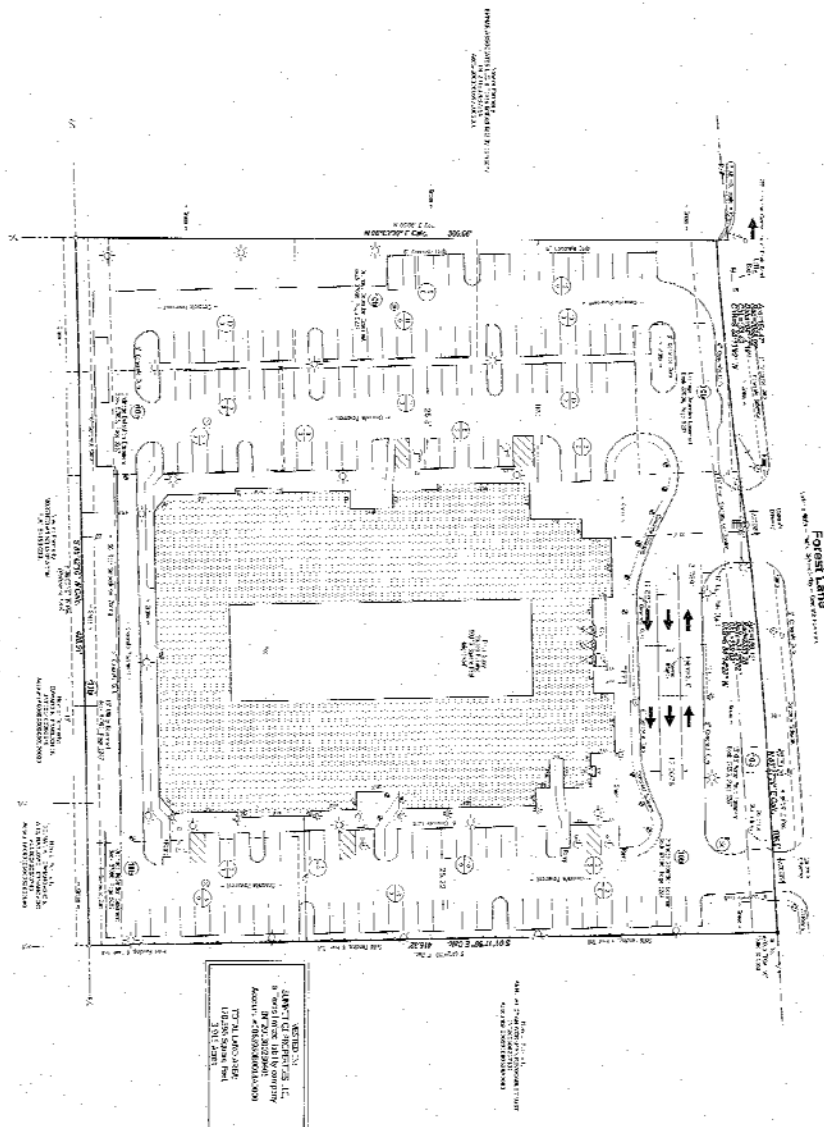
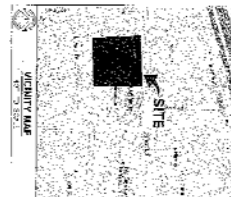
Owner: Coventry Hospitality, LLC
3331 University Park Lane
Irving, TX 75062

Managing Member: Coventry Hospitality MM, Inc.
3331 University Park Lane
Irving, TX 75062

President/Secretary/Shareholder:
Sundip Kumar

**RECOMMENDED CONDITIONS FOR SPECIFIC USE PERMIT FOR A HOTEL OR
MOTEL USE**

1. USE: The only use authorized by this specific use permit is a hotel or motel use.
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_____ (ten years from the passage of this ordinance), but is eligible for automatic renewal for additional ten-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 is 50,113 square feet.
5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
6. GENERAL REQUIREMENT: 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.

[illegible]

milman
National Land Services
Identification for the 800-872-6200
Survey
Everton-land
Milton Sturges - The 800-872-6200
Milman Surveying, Inc.
4150 S. Broadway, Suite 100
Carroll, NJ 07034
Phone 201-261-1010
Fax 201-261-0034
E-mail: milman@milman.com
a business unit of milman.com

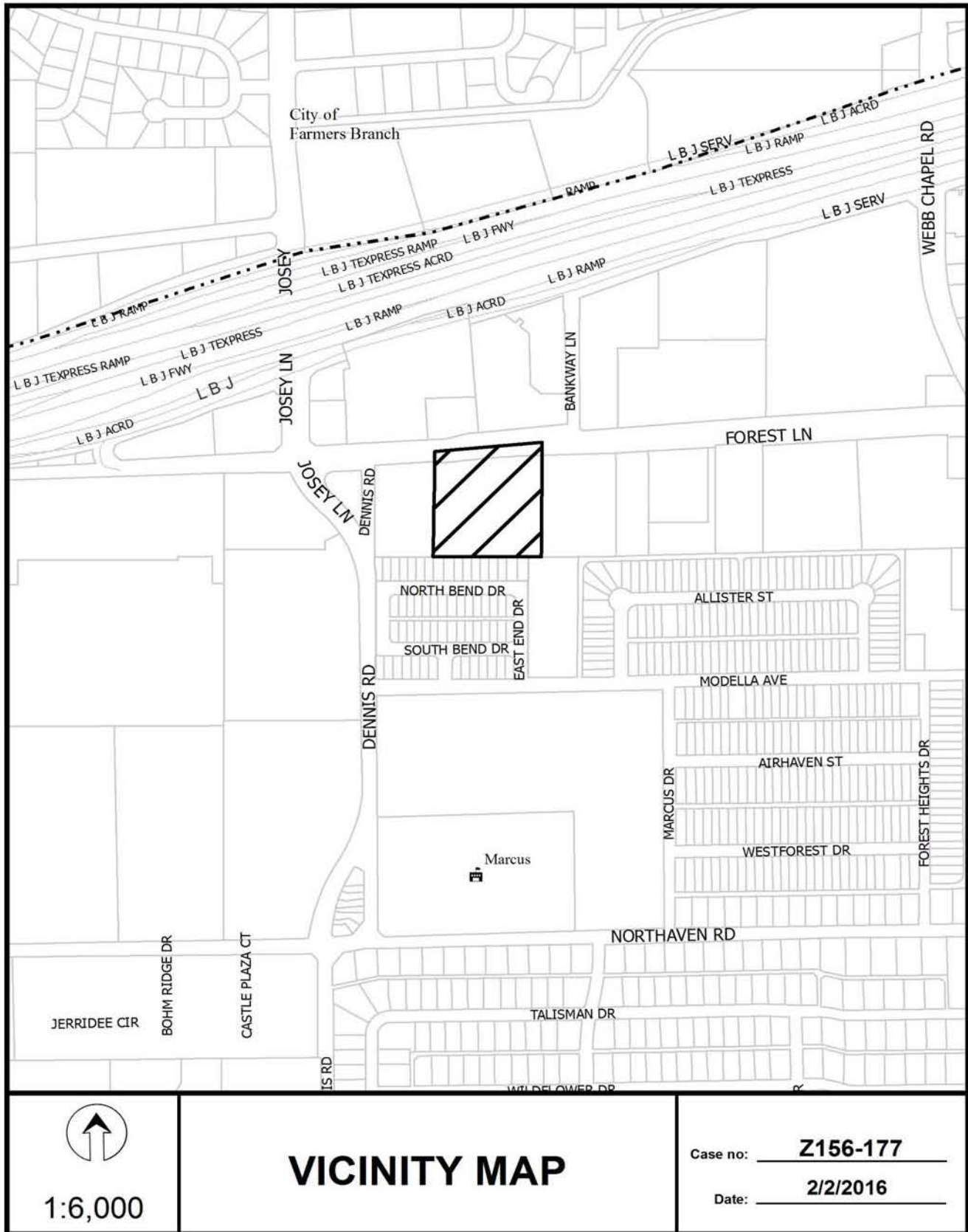
STILL88 HOTELS

V
million
virtusurveyor
for more information
visit <http://ivmoo.com/25774198>

S. 30 Plan 2156-77(M)
Court yard by Marriot
2330 Forest Lane
City of Dallas
County of Dallas
State of Texas

A horizontal scale bar with markings at 0, 20, and 40 meters. The text "GRAPHIC SCALE" is written vertically above the bar.

Surveyor's Seal
S-Seal No. **2** of **2**
NSR 177,600, No. 37889
SM. 310-01 Draft: 03



Z156-177(JM)





04/20/2016

Reply List of Property Owners***Z156-177******63 Property Owners Notified******4 Property Owners in Favor 1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	2930 FOREST LN	SUMMIT QI PROPERTIES LLC
	2	2964 LBJ FWY	KOPON INTERNATIONAL TOWN CENTER LLC
	3	2880 FOREST LN	KNB ENTERPRISES INC
	4	2963 MODELLA AVE	HERMANOVSKI DELMAR A &
	5	2920 FOREST LN	EMMAR ASSOCIATES LLC
	6	2919 ALLISTER ST	MCKINNON BETTY
	7	2925 ALLISTER ST	MILLER HAROLD F
X	8	2923 ALLISTER ST	DAVIDSON DEXTER C
	9	2927 ALLISTER ST	ROCHA ARMANDO
	10	2929 ALLISTER ST	RESTREPO GLORIA A
	11	2919 FOREST LN	JOSEY VILLAGE LTD
	12	2909 FOREST LN	JOSEY VILLAGE LTD
	13	3010 LBJ FWY	ONE GRAYSTONE CENTRE LP
	14	11600 DENNIS RD	NORTH TOWN SQUARE
	15	2968 FOREST LN	ANNE W WORKMAN REV TR
	16	2976 FOREST LN	HALLE PROPERTIES LLC
	17	2905 NORTH BEND DR	SILVA FRANCISCO & ELISA S
O	18	2909 NORTH BEND DR	YOUNG DEE DEE
	19	2913 NORTH BEND DR	HANNON DAVID B
	20	2917 NORTH BEND DR	BROWN MICHAEL L
	21	2921 NORTH BEND DR	MASON THOMAS M & DIANNE M
	22	2925 NORTH BEND DR	MEYER MARK A
	23	2929 NORTH BEND DR	SLOAN JAMIE L &
	24	2933 NORTH BEND DR	HARRISON SANDRA A
	25	2937 NORTH BEND DR	HECKMAN STEVE
	26	2941 NORTH BEND DR	KAILEY BARBARA

04/20/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	2945 NORTH BEND DR	MABELEY DEBORAH K
	28	2949 NORTH BEND DR	WEBB JEFFREY S
	29	2953 NORTH BEND DR	ROMERO MARCUS JOSHUA
	30	2957 NORTH BEND DR	MEDINA WAYNE R
	31	2961 NORTH BEND DR	RICE DAWN P
	32	2965 NORTH BEND DR	GILSON DAVID E &
	33	2969 NORTH BEND DR	FRAELICH EDWARD K JR
	34	2910 NORTH BEND DR	CEDLLIO JUAN M JR &
O	35	2914 NORTH BEND DR	SINN HYEON D
	36	2918 NORTH BEND DR	WANG SHYH JYE
	37	2922 NORTH BEND DR	BRACK JEFFERY J
O	38	2926 NORTH BEND DR	SMITH SUSAN K
	39	2930 NORTH BEND DR	ODONNELL FRANK A
	40	2934 NORTH BEND DR	KING JESSIE
	41	2938 NORTH BEND DR	BURKHAM MELVIN D & PAULA K
	42	2942 NORTH BEND DR	SWEET GREGORY P &
	43	2946 NORTH BEND DR	NEGRETE MARIA DOLORES
	44	2950 NORTH BEND DR	ROBERTS KATY WELCH
	45	2954 NORTH BEND DR	GOODEN DEBRA A
	46	2958 NORTH BEND DR	NHUYEN PHUONG &
	47	2962 NORTH BEND DR	REES RHIANNON ALEXANDRA
	48	2966 NORTH BEND DR	WALLJASPER MARIA
	49	2967 SOUTH BEND DR	MARTINEZ LETICIA C
	50	2963 SOUTH BEND DR	WILSON STEVEN M & KERIN B
	51	2959 SOUTH BEND DR	GARZA GINGER
	52	2955 SOUTH BEND DR	LOBPRIES FREDERICK M &
	53	2951 SOUTH BEND DR	KEARNEY SHANE
O	54	2947 SOUTH BEND DR	WATSON DENNIS R &
	55	2943 SOUTH BEND DR	GUNTER JIMMIE BURCHEL
	56	2939 SOUTH BEND DR	MORALES ODILI
	57	2935 SOUTH BEND DR	TIMMONS CHRIS

Z156-177(JM)

04/20/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	2931 SOUTH BEND DR	JOBE ALAN K
	59	2927 SOUTH BEND DR	MAJEWSKI ANGELA
	60	2923 SOUTH BEND DR	PASCUAL LEVY RAMOS &
	61	2919 SOUTH BEND DR	WILLIAMS MARVIN JR
	62	2915 SOUTH BEND DR	BERKLEY JAMES F
	63	2911 SOUTH BEND DR	NGUYEN PATTY F

AGENDA ITEM # 57

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 5

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 59 K

SUBJECT

A public hearing to receive comments regarding an application for 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 on property on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the east side of North St. Augustine Drive, south of Lake June Road

Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

Z156-201(OTH)

ACM: Ryan S. Evans

FILE NUMBER: Z156-201(OTH)

DATE FILED: February 5, 2016

LOCATION: East side of North St. Augustine Drive, south of Lake June Road

COUNCIL DISTRICT: 5

MAPSCO: 59-K

SIZE OF REQUEST: Approx. 0.7097 acres

CENSUS TRACT: 118.00

APPLICANT: Peymon Enterprises Corp.

OWNER: Masoud Rezael/Zahra Mehdizadeh

REPRESENTATIVE: Audra Buckley, Permitted Development

REQUEST: An application for 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 on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay.

SUMMARY: The purpose of this request is to allow the applicant to sell alcohol for off-premise consumption in an existing 2,174 square foot general merchandise or food store. On December 11, 2013 the City Council approved SUP No. 2060 (Z123-354) for this use on the property for a two-year period.

CPC RECOMMENDATION: **Approval** 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** 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:

Staff recommends approval, subject to the site plan and conditions are based upon:

1. *Compatibility with surrounding uses and community facilities* – The existing general merchandise or food store serves the adjacent community and is compatible with the surrounding uses. The additional alcohol use within the general merchandise or food store should not negatively impact the surrounding uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The sale alcoholic beverages in conjunction with the existing general merchandise or food store neither contributes to nor deters from the welfare of adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The sale of alcoholic beverages is not anticipated to 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 proposed development complies with all applicable zoning regulations and standards of the City of Dallas. No variances or special exceptions are requested.

Zoning History:

There have been four zoning changes in the area during the past five years.

1. **Z101-174** On June 22, 2011, the City Council approved a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise store less than 3,500 square feet on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the southwest corner of North Saint Augustine Road and Lake June Road.
2. **Z112-118** On February 22, 2012, the City Council an NS(A) Neighborhood Service District on property zoned an R-7.5(A) Single Family District on the North side of Lake June Road, west of St. Augustine Road.
3. **Z123-172** On March 12, 2013, Specific Use Permit No. 1865 for the sale of alcohol in conjunction with a general merchandise or food store 3,500 square feet or less was automatically approved for an additional five-year time period on property located at 9540 Lake June Road.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
North St. Augustine Dr.	Collector	60 feet
Lake June Road	Principal Arterial	107 feet

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed development will not have a negative impact on the surrounding street system.

STAFF ANALYSIS:

COMPREHENSIVE PLAN: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The request site is designated as a Residential Neighborhood Building Block.

A Residential 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. The location of the property and proposed use are compatible with the purpose of the residential building block.

Land Use:

	Zoning	Land Use
Site	CR-D-1	Retail
North	CR-D-1, NS(A), PD No. 807, MF-2(A), CR-D	Retail, public library, restaurant & personal service
East	MF-2(A)	Retail, undeveloped
South	MF-2(A)	Multifamily
West	CR-D, CR-D-1, R-7.5(A)	Convenience store, restaurant, undeveloped and single family

Land Use Compatibility:

The proposed site is currently developed with an approximately 2,174 square feet store which is currently used for a general merchandise of food store. The applicant had a specific use permit for the sale of alcohol, which was approved on December 11, 2013 for a two-year period. The SUP expired December 11, 2015. The property is surrounded by a restaurant and a personal service use to the north; retail and undeveloped to the east; multifamily to the south, a convenience store, restaurant, vacant, and single family to the west; and retail uses to , public library and undeveloped to the north.

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.

Landscaping: Landscaping of any development will be in accordance with Article X, as amended.

Parking: The Dallas Development Code requires off-street parking to be provided for a general merchandise or food store 3,500 square feet or less at one space for each 200 square feet of floor area. The development requires 11 spaces with 21 being provided per the attached site plan.

Dallas Police Department Records

Crime Counts from Jun 12 2013 - Mar 24 2016 (Crime Part 1)

UCR Offense	Year		Grand Total
	2014	2015	
AGG ASSAULT - NFV	1	1	2
OTHER THEFTS	1	0	1
ROBBERY-INDIVIDUAL	2	0	2
THEFT/BMV	2	3	5
Grand Total	6	4	10

Crime Counts from Jun 12 2013 - Mar 24 2016 (Crime Part 2)

UCR Offense	Year	Grand Total
	2015	
ASSAULT	3	3
EMBEZZLEMENT	1	1
Grand Total	4	4

Z156-201(OTH)

CPC ACTION – April 7, 2016

Z156-201(OTH)

Motion: It was moved to recommend **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 two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the east side of North St. Augustine Drive, south of Lake June Road.

Maker: Shidid
Second: Murphy
Result: Carried: 14 to 0

For: 14 - Anglin, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 0
Absent: 0
Vacancy: 1 - District 2

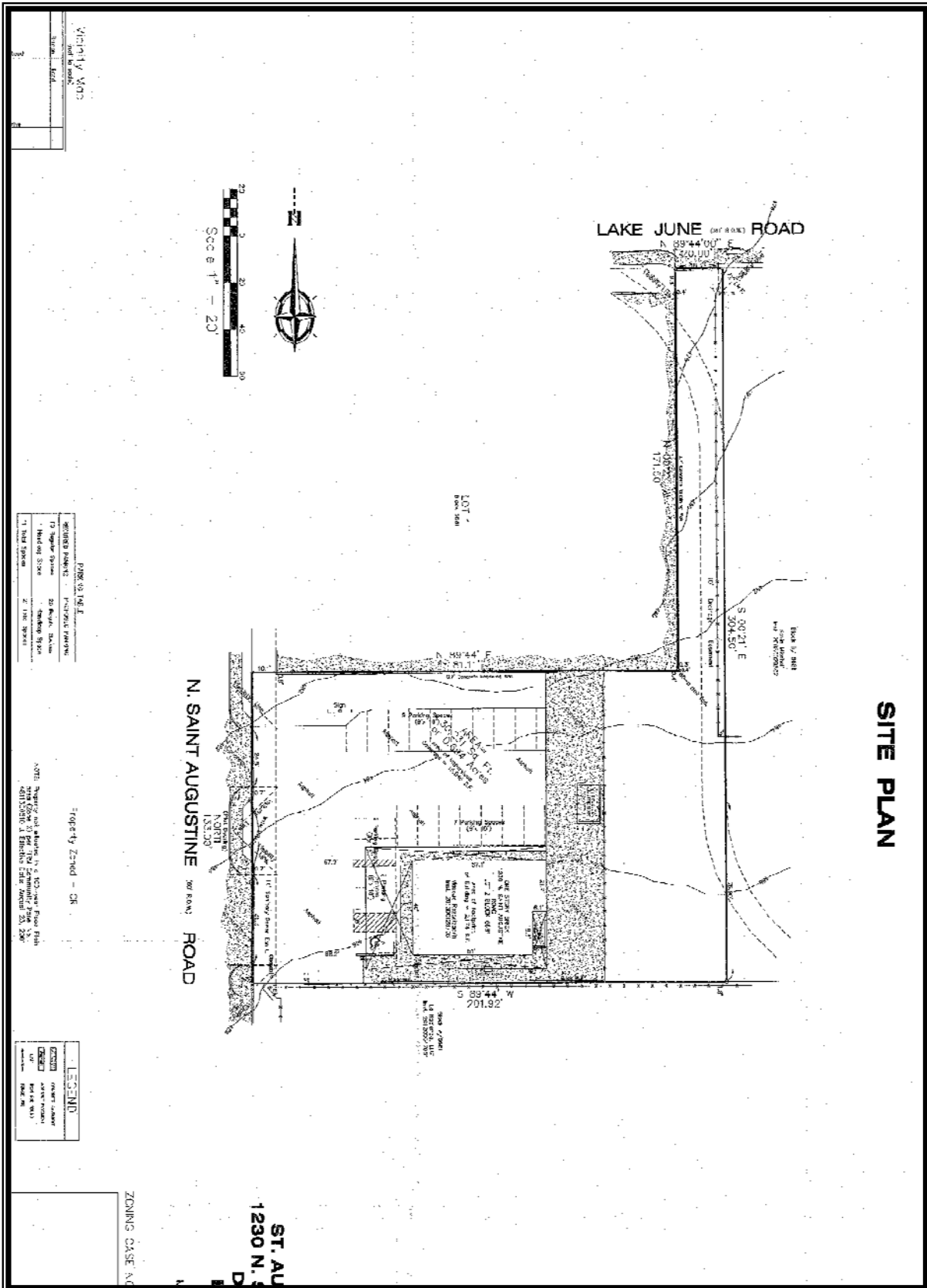
Notices: Area: 200 Mailed: 12
Replies: For: 0 Against: 0

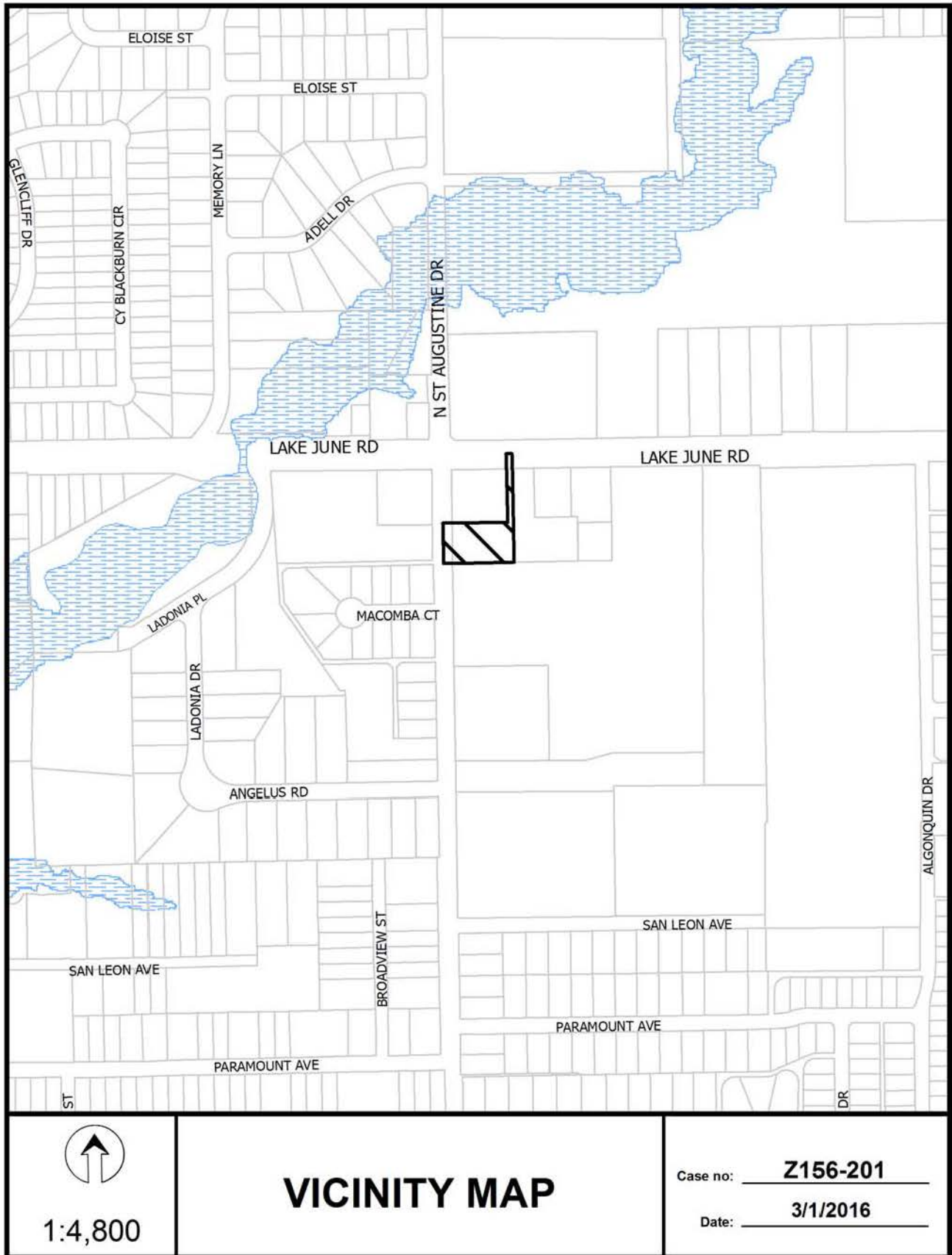
Speakers: None

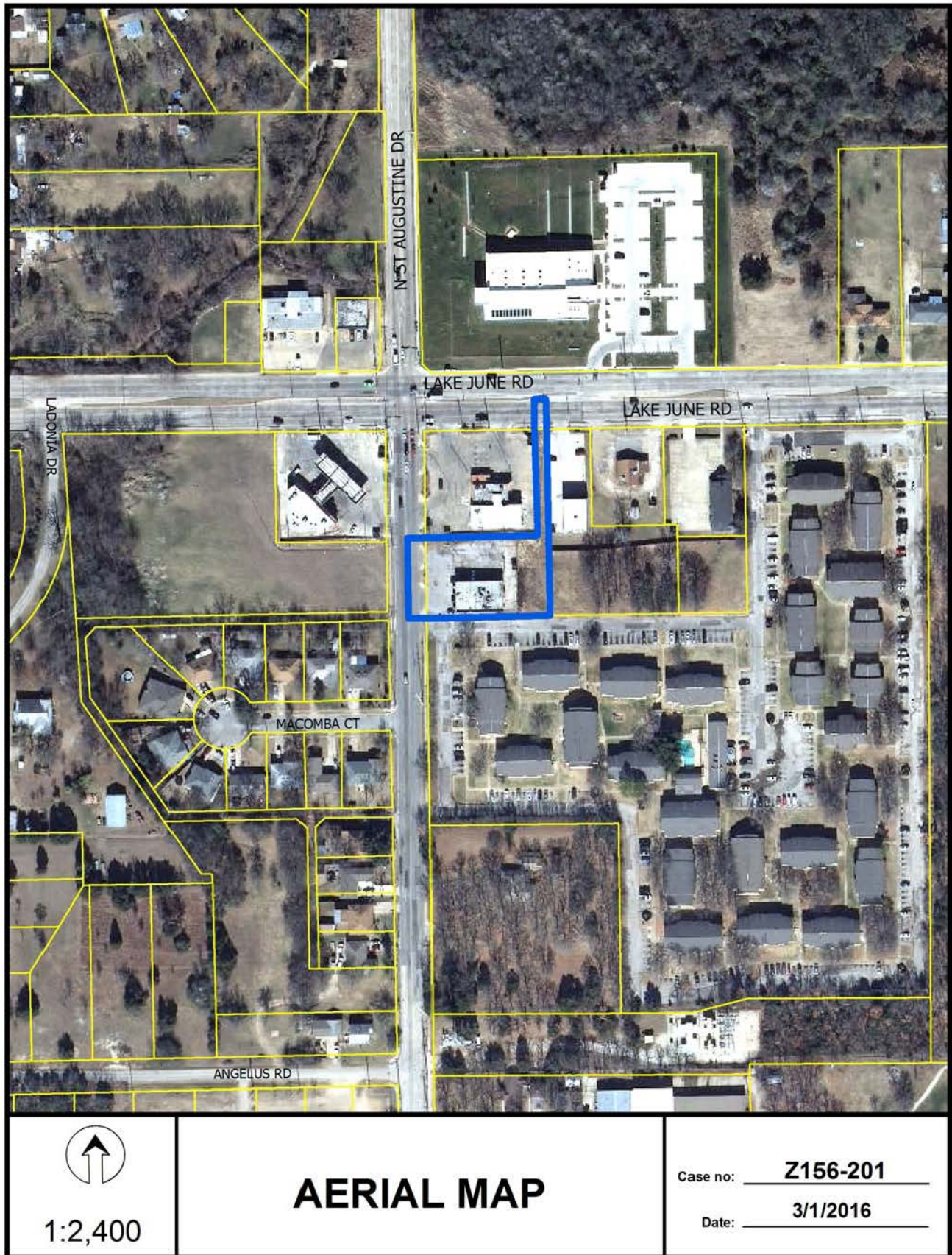
Proposed Conditions

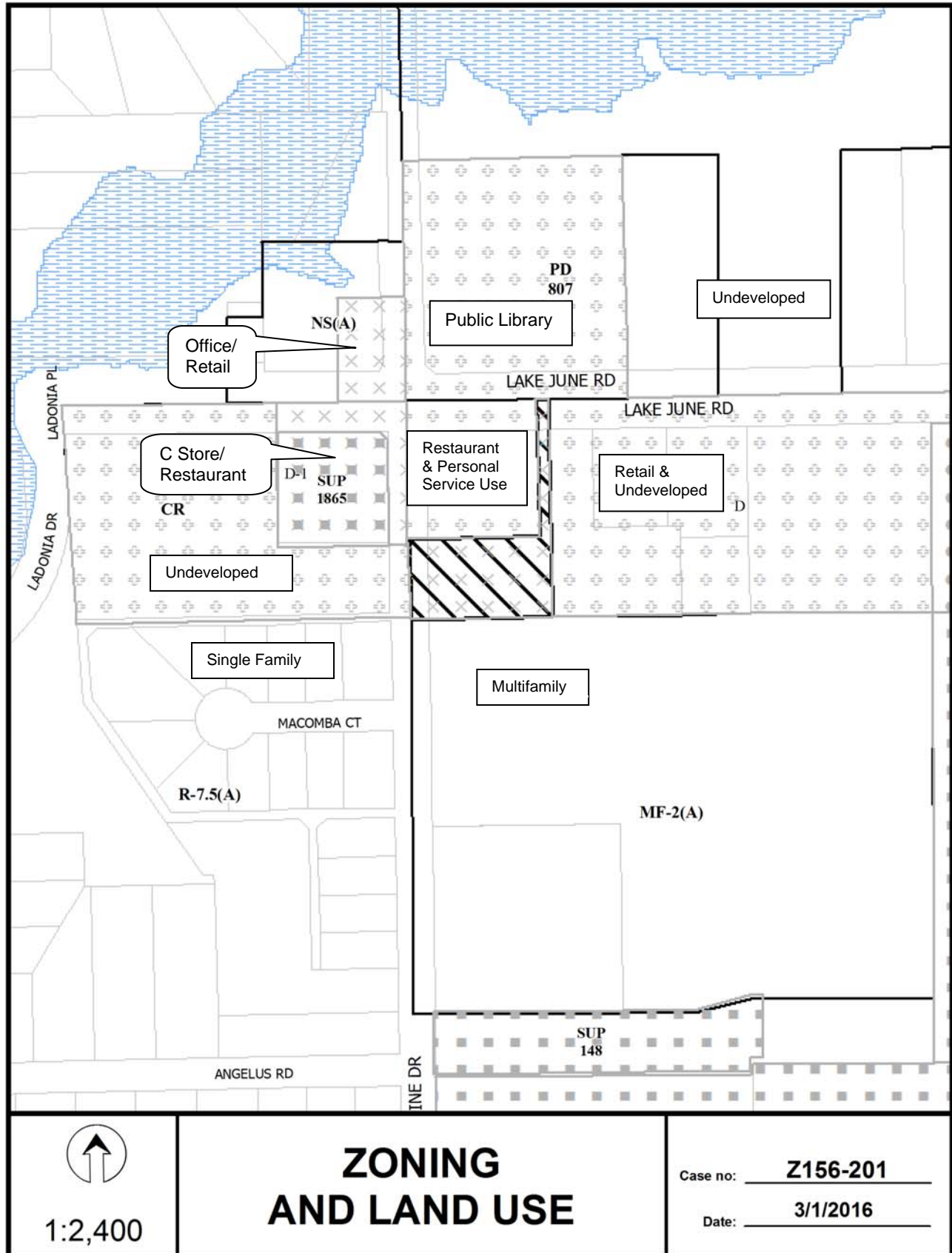
1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on_____, (two-year period from the passage of this ordinance), 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. 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.

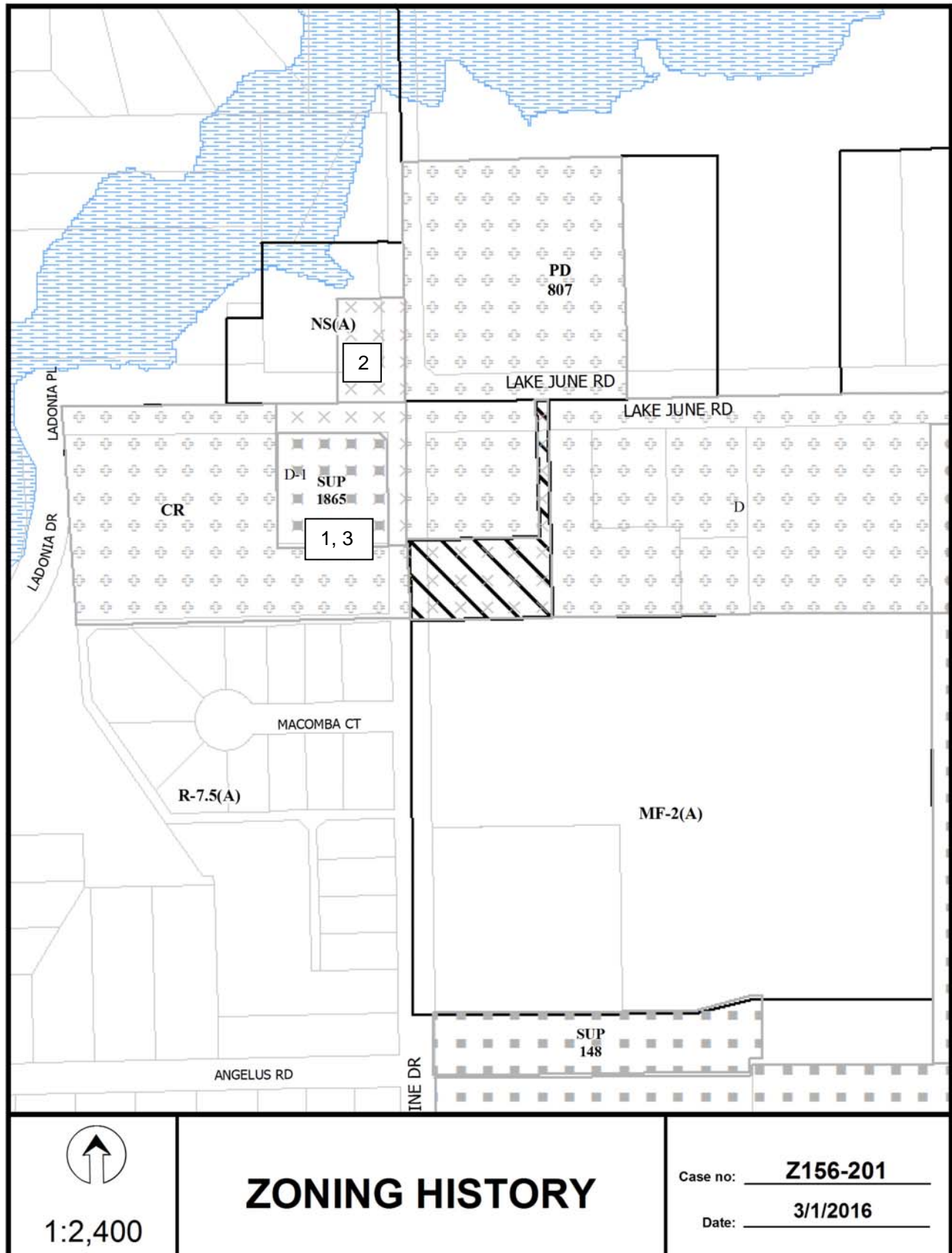
Proposed Site Plan



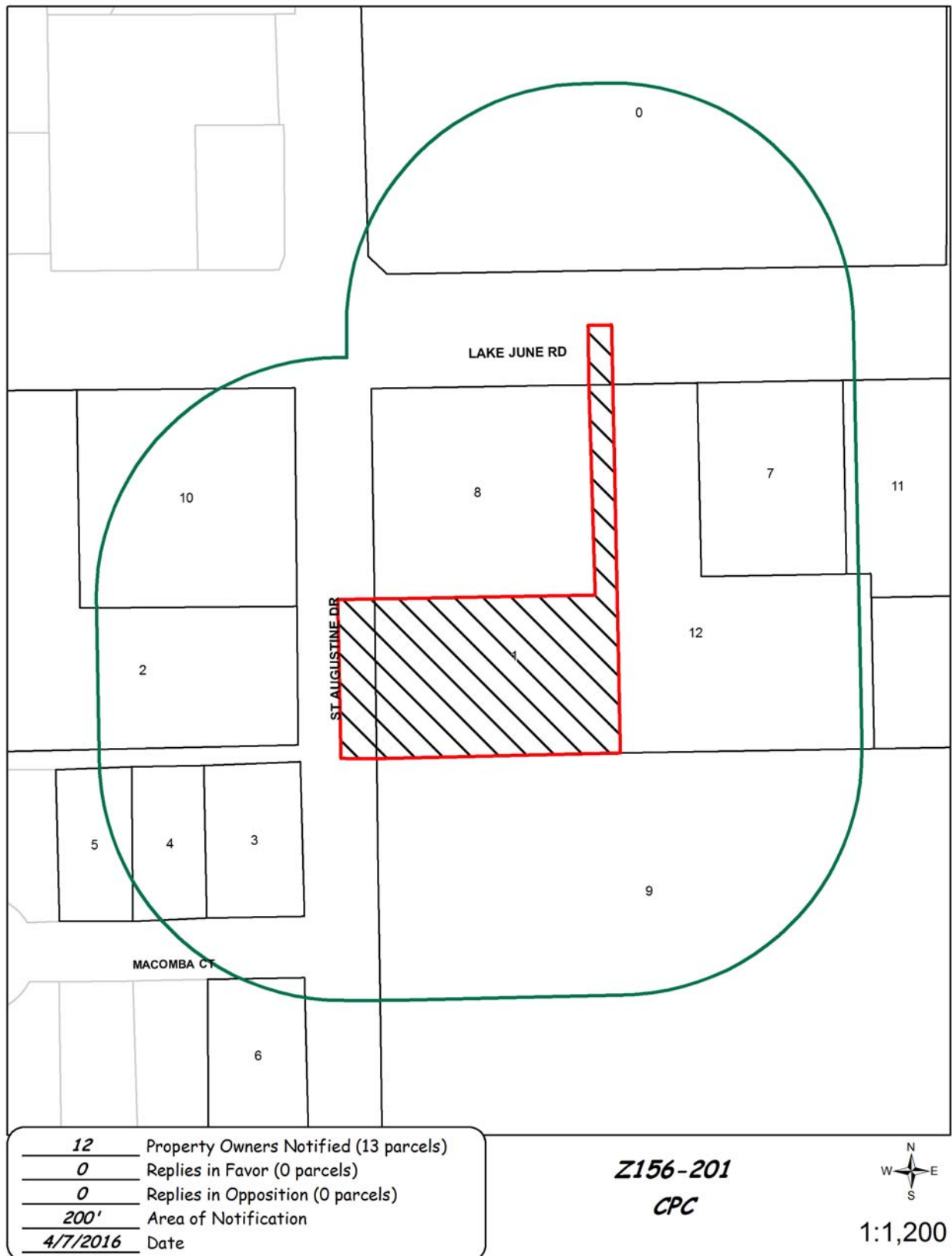








CPC RESPONSES



Z156-201(OTH)

04/06/2016

Reply List of Property Owners

Z156-201

12 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	1230	N ST AUGUSTINE DR	REZAEIZADEH MASOUD &
2	9500	LAKE JUNE RD	9500 LAKE JUNE LLC
3	9523	MACOMBA CR DR	RUIZ ERNESTO
4	9519	MACOMBA CR DR	AGUIRRE PORFIRIO PINEDA &
5	9515	MACOMBA CR DR	VENEGAS J GUARDALUPE MENDOZA &
6	9524	MACOMBA CR DR	BOWEN G C
7	9630	LAKE JUNE RD	VEGA ERASMO &
8	9600	LAKE JUNE RD	TORRES ANTONIO &
9	1198	N ST AUGUSTINE DR	LA HACIENDA LLC
10	1200	ST AUGUSTINE DR	EVEREST FINANCIAL CORP
11	9650	LAKE JUNE RD	BRIGHT STAR MISS BAPT CH
12	9620	LAKE JUNE RD	KIAS ASSET MGMT GROUP

AGENDA ITEM # 58

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 26 L

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for MU-2 Mixed Use District and mini-warehouse uses and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned an MU-2 Mixed Use District on the south side of Meadow Road, west of Greenville Avenue

Recommendation of Staff: Approval of a Planned Development District, subject to a development plan and conditions; and approval of a Specific Use Permit for a mini-warehouse use for a ten-year period, subject to a site plan and conditions

Recommendation of CPC: Approval of a Planned Development District, subject to a development plan and conditions; and approval of a Specific Use Permit for a mini-warehouse use for a fifteen-year period with eligibility for automatic renewals for additional fifteen-year periods, subject to a site plan and conditions

Z145-183(WE)

FILE NUMBER:	Z145-183(WE)	DATE FILED:	February 9, 2015
LOCATION:	South side of Meadow Road, west of Greenville Avenue		
COUNCIL DISTRICT:	13	MAPSCO:	26 L
SIZE OF REQUEST:	Approx. 1.55 acres	CENSUS TRACT:	78.23

APPLICANT/OWNER: Croesus Greenville Avenue L.P.

REPRESENTATIVE: Suzan Kedron and Steven Dimitt, LLP, Jackson Walker

REQUEST: An application for a Planned Development District for MU-2 Mixed Use District and mini-warehouse uses and a Specific Use Permit for a mini-warehouse use on property zoned an MU-2 Mixed Use District.

SUMMARY: An MU-2 District permits a mini-warehouse use by a Specific Use Permit. The applicant requests a Planned Development District to permit a 4-story, 113,075-square-foot mini-warehouse use by right with the following conditions for the use: 1) increase the maximum floor area ratio from 1.6 to 1.7; 2) allow for a retaining wall to encroach in the required front yard; 3) limit the maximum height of 65 feet, with 15 feet for mechanical runs; and 4) require one of three options of building materials for the exterior facades. The development plan shows a portion of the structure will have 2,100 square feet of flex space for retail or office space and 1,050 square feet of floor area for an accessory office for the mini-warehouse use. All other uses in MU-2 would continue to be permitted, as well.

CPC RECOMMENDATION: Approval of a Planned Development District, subject to a development plan and conditions; and approval of a Specific Use Permit for a mini-warehouse use for a fifteen-year period with eligibility for automatic renewals for additional fifteen-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval of a Planned Development District, subject to a development plan and conditions; and approval of a Specific Use Permit for a mini-warehouse use for a ten-year period, subject to a site plan and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The land uses adjacent to the request site consist of retail and personal service uses, office uses, medical uses and a convalescent and nursing home use. The site's configuration and the low traffic volume that is generated by the proposed mini-warehouse should have minimal impact on the adjacent uses. In addition, the height will be restricted than required by code and building materials will be regulated. The proposed height of the mini-warehouse use is 65 feet.
2. *Traffic impact* – The Engineering Section of the Department of Sustainable Development and Construction has determined that the request will have no detrimental impact on the street system.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located in an Urban Mixed Use Building Block and is not in compliance with the Comprehensive Plan. Due to the Comprehensive Plan designation, a Specific Use Permit for is recommended as currently required by the Development Code to permit the mini-warehouse use. The other amendments to the MU-2 District are still generally in conformance with the Building Block.
4. *Justification for PDD Planned Development District Zoning as opposed to a straight zoning district* – Staff supports a Planned Development District to increase the maximum floor area and encroachment into the front yard because the applicant is providing a retail component within the overall design and the other performance standards are minimal.
5. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The use neither contributes nor is it a detriment to adjacent properties.
6. *Not a detriment to the public health, safety, or general welfare* – This use will not be a detriment to the public health, safety or general welfare of the community.
7. *Conforms in all other respects to all applicable zoning regulations and standards* – The request will comply with all zoning regulations and standards. However, there are several modifications that are being requested as it relates to the yard, space and lot regulations. These changes are addressed in the Planned Development conditions and reflect the following: allowing retaining walls to encroach into the required yards, increase in the base floor area ratio, and prohibit urban form setbacks along Greenville Avenue. Staff can support the changes to the above mentioned regulations. The changes should not have any negative impact on the adjacent uses.

Zoning History: There have not been any zoning cases in the area over the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Meadow Road	Collector	60 ft.	60 ft.
Greenville Avenue	Principal arterial	100 ft.	100 ft.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

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 depict 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 proposed development is not in compliance with the *forwardDallas! Comprehensive Plan*.

The request site is identified as being within an Urban Mixed Use Building Block on the *forwardDallas! Vision Illustration*, adopted June 2006. The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or mid-rise commercial towers to townhomes and small corner shops. Good access to transit is a critical element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

Land Use:

	Zoning	Land Use
Site	MU-2	Undeveloped
North	MU-2	Convalescent & nursing home
South	MU-2	Restaurant
East	MU-2	Gen. merchandise or food store, mini-warehouse, retail personal service
West	MU-2, GO(A), PD No. 76	Vacant retail, offices

Land Use Compatibility: The 1.55 acre site is an irregular shape and is adjacent to mix of one to three-story retail, office and residential uses. The surrounding land uses consist of a restaurant use to the south, and office uses to the west. The property to the north, across Meadows Street is a convalescent and nursing home. East of the request site is a retail use and across Greenville Avenue consist of several one-story mini-warehouse uses and a retail use for medical equipment.

The maximum structure height in a MU-2 District varies depending on whether the development is a mixed-use project. The structure height ranges between 135 feet (standard height) to 180 feet (mixed-use development with retail component). The applicant is proposing to development the mini-warehouse at a height not to exceed 65 feet. In addition, staff recommends that a Specific Use Permit for the mini-warehouse use should remain to further provide additional protection for the adjacent uses.

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:

<u>DISTRICT</u>	<u>SETBACKS</u>		<u>Density</u>	<u>Height</u>	<u>Lot Coverage</u>	<u>Special Standards</u>	<u>PRIMARY Uses</u>
	<u>Front</u>	<u>Side/Rear</u>					
MU-2 Mixed use-2	15'	20' adjacent to residential OTHER: No Min.	1.6 FAR base 2.0 FAR maximum + bonus for residential	135' 10 stories 180' 14 stories with retail	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential
MU-2 – Proposed PDD Mixed use-2	15'	20' adjacent to residential OTHER: No Min.	1.6 FAR base 2.0 FAR maximum + bonus for residential	135' 10 stories 180' 14 stories with retail	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential, mini-warehouse

Landscaping: Landscaping of any development will be in accordance with the Article X, as amended.

Parking: The off-street parking requirement for a mini-warehouse use is a minimum of six spaces. Spaces may not be used for outside storage, vehicle storage, or parking for vehicles for rent. However, the applicant is request to limit the off-street parking space to 17 spaces. Staff is requesting that the proposed development meet the Code requirements for off-street parking. The area that is considered as a “flex space” within the proposed mini-warehouse development could operate at a use that requires additional off-street parking spaces than is shown on the development plan. Staff is concerned that the proposed uses within the proposed mini-warehouse use may not provide the appropriate parking spaces for the uses. The City Plan Commission recommended to limit the off-street parking spaces to 17 spaces

Z145-183(WE)

CPC Action

March 3, 2016

This item was held under advisement.

April 7, 2016

This item was held under advisement.

April 21, 2016

Z156-183(WE)

Motion: It was moved to recommend **approval** of a Planned Development District for MU-2 Mixed Use District and mini-warehouse uses, subject to a development plan and conditions; and **approval** a Specific Use Permit for a mini-warehouse use for a 15-year period with eligibility for automatic renewals for additional 15-year periods, subject to a site plan and conditions on property zoned an MU-2 Mixed Use District on the south side of Meadow Road, west of Greenville Avenue.

Maker: Murphy
Second: Abtahi
Result: Carried: 8 to 6

For: 8 - Anglin, Houston*, Davis*, Shidid,
Anantasomboon, Abtahi, Murphy, Tarpley

Against: 6 - Haney, Jung, Housewright, Schultz, Peadon,
Ridley

Absent: 0

Vacancy: 1 - District 2

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 21

Replies: For: 3 Against: 0

Speakers: For: Steven Dimitt, 2323 Ross Ave, Dallas, TX, 75201
Against: None

<p>LIST OF OFFICERS Croesus Greenville Avenue, LP</p>
--

Croesus-Greenville Avenue, LP.

Horizon Opportunity, LLC, General Partner:
Daniel P. Wenz, Managing Member
Randy S. Box, Managing Member

Limited Partners:

Croesus Equities, Inc. (CE)
Daniel P. Wenz, President

DPW Genesis Corp Inc.(DPW)
Daniel P. Wenz, President

Box Interests, Inc. (Box)
Randy S. Box, President

**CPC PROPOSED PDD
CONDITIONS**

ARTICLE

SEC. 51P-____.101. LEGISLATIVE HISTORY.

PD ____ was established by Ordinance No. ____, passed by the Dallas City Council on ____, 2016.

SEC. 51P-____.102. PROPERTY LOCATION AND SIZE.

PD ____ is established on property located on the south side of Meadow Road and west side of Greenville Avenue. The size of PD ____ is approximately 1.55 acres

SEC. 51P-____.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) FLEX SPACE means any allowed main use subject to the inclusion of its own dedicated own entrance.

(d) This district is considered to be a nonresidential zoning district.

SEC. P-____.104. EXHIBIT.

The following exhibit is incorporated into this article:

(1) Exhibit ____A: development plan.

SEC. 51P-____.105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ____A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P-____.106. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the MU-2 Mixed Use District, subject to the same conditions applicable in the MU-2 Mixed Use District, as set out in Chapter 51A. For example, a use permitted in the MU-2 Mixed Use District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the MU-2 Mixed Use District is subject to DIR in this district; etc.

CPC Recommendation

(b) Mini-warehouse permitted by right

Staff's Recommendation

~~[(b) Mini-warehouse permitted by right]~~

SEC. 51P-____.107. ACCESSORY USES.

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.

SEC. 51P-____.108. 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.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the MU-2 Mixed Use District apply.

(b) Required yard. For a mini-warehouse use, retaining walls can encroach 14 feet into the required front yard and 10 feet into the required side and rear yards.

(c) Floor area. For a mini-warehouse use, the maximum floor area is 1.7.

(d) Height. For a mini-warehouse uses, maximum structure height is 65 feet.

(e) Urban Form. For a mini-warehouse use, urban form setback is not required along Greenville Avenue.

SEC. 51P-____.109. OFF-STREET PARKING AND LOADING.

CPC's Recommendation

For a mini-warehouse use, a minimum of 17 off-street parking spaces is required in the location shown on the development plan.

Staff's Recommendation

Consult the use regulations contained in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

SEC. 51P-____.110. OUTSIDE STORAGE.

For a mini-warehouse use, outside storage of vehicles, parking for vehicles for rent, boat parking, and outside equipment storage is prohibited.

SEC. 51P-____.111. MATERIALS.

(a) For a mini-warehouse use: To ensure compatibility with the surrounding neighborhood, the exterior facades of a mini-warehouse must comply with one of the following:

(1) Exterior facades must be a minimum 80 percent architectural metal and aluminum panel, insulated finish system, cement fiber board panelling, stone, or decorative concrete and masonry blocks or tile, excluding fenestration; or

(2) Exterior facades must be a minimum 80 percent architectural metal and aluminum panel, insulated finish system, stone, or decorative concrete and masonry blocks or tile, excluding doors and windows; or

(3) Excluding doors, windows, and other openings, exterior facades that are visible from adjacent lots or streets must be architectural metal and aluminum panel, insulated finish system, stone, decorative concrete and masonry blocks, split-face concrete, stucco, or a simulation, or a combination of these materials. Stucco materials may not exceed 25 percent of the total surface area of any facade.

SEC. 51P-____.112. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-____.113. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article X.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P-____.114. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.

SEC. 51P-____.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.

SEC. 51P-____.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 city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use until there has been full

Z145-183(WE)

compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.



**CPC PROPOSED SUP
CONDITIONS**

1. USE: The only use authorized by this specific use permit is a mini-warehouse.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

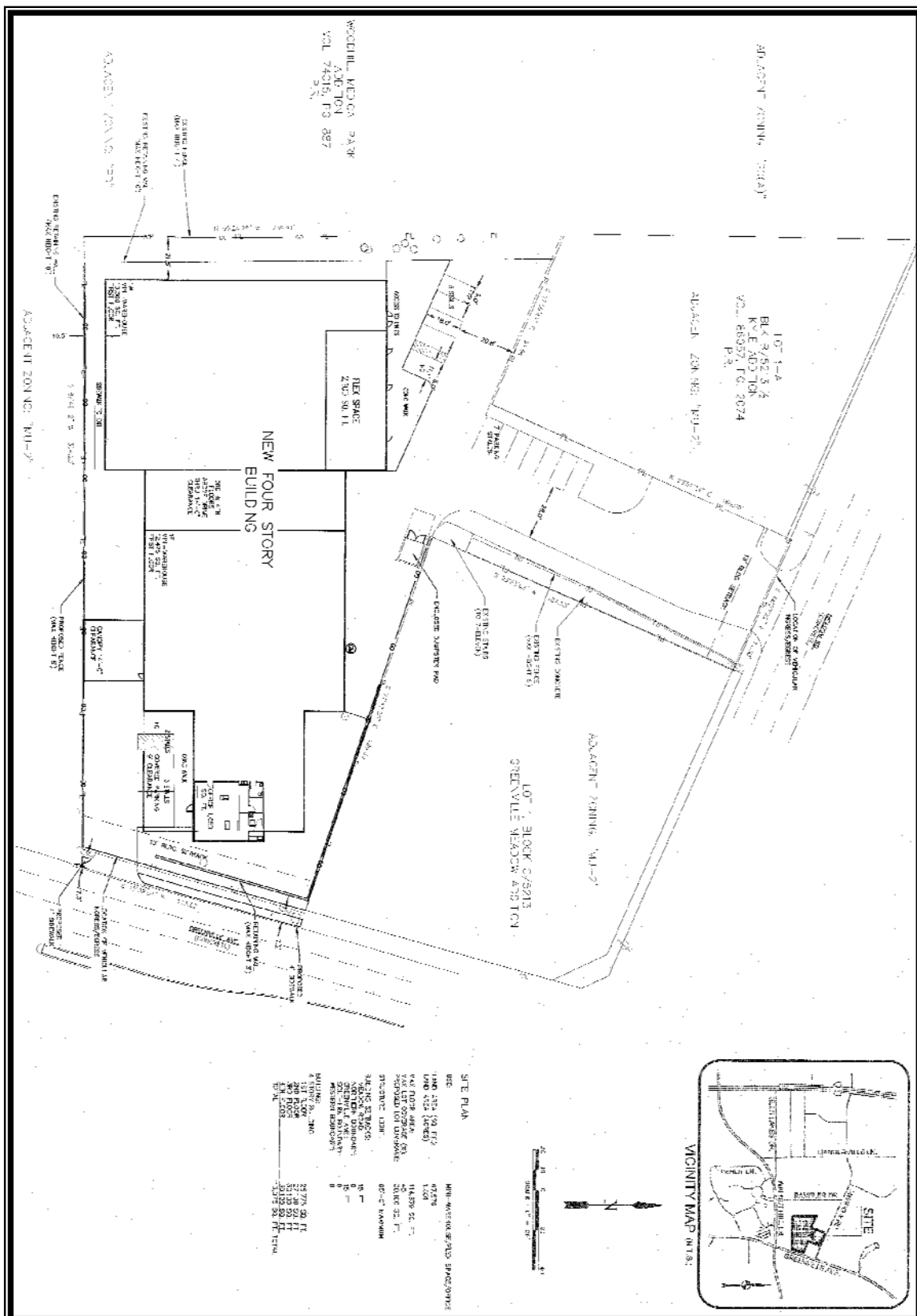
CPC Recommendation

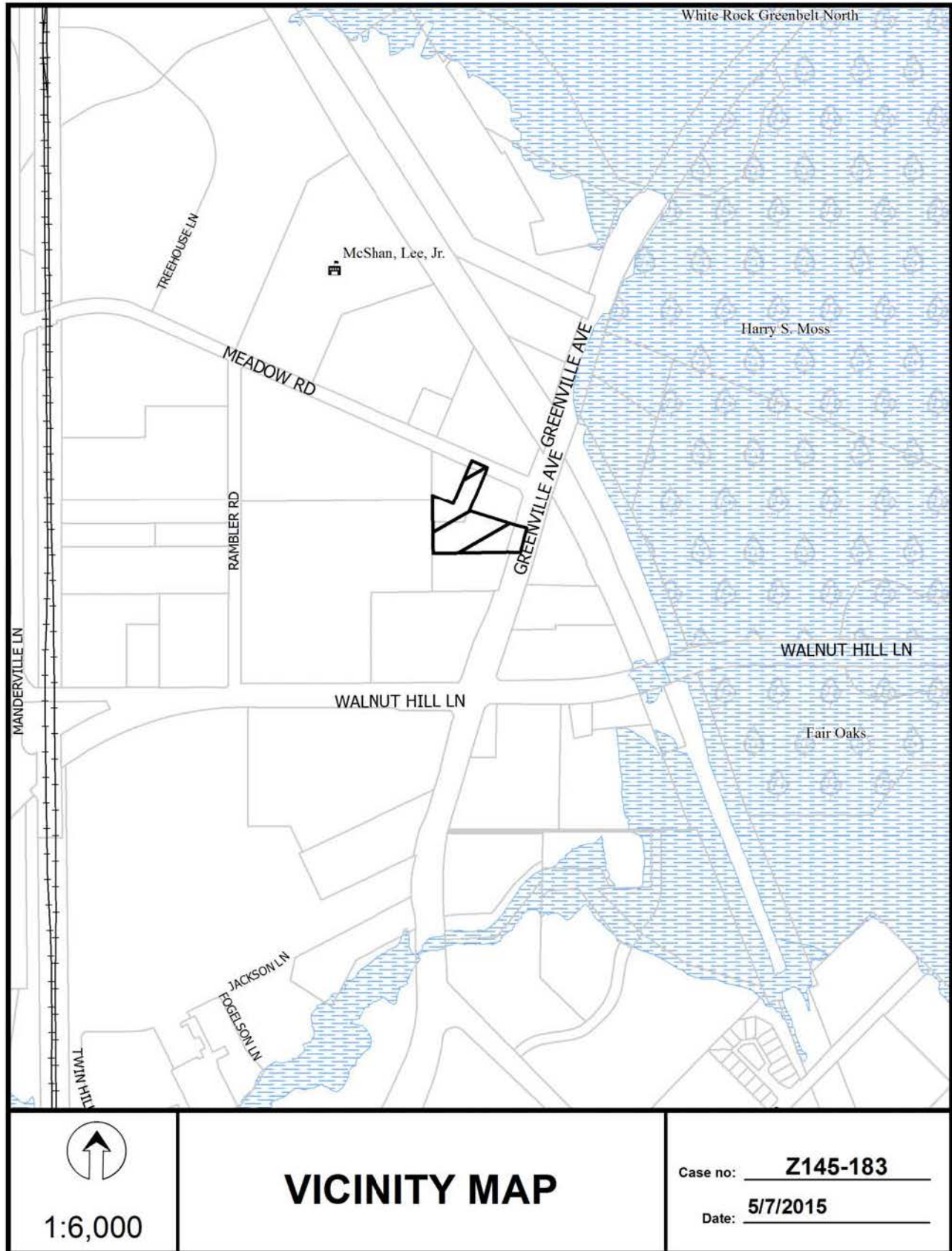
3. TIME LIMIT: This specific use permit expires on_____, (fifteen years), but is eligible for automatic renewal for additional fifteen-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete 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.)

Staff's Recommendation

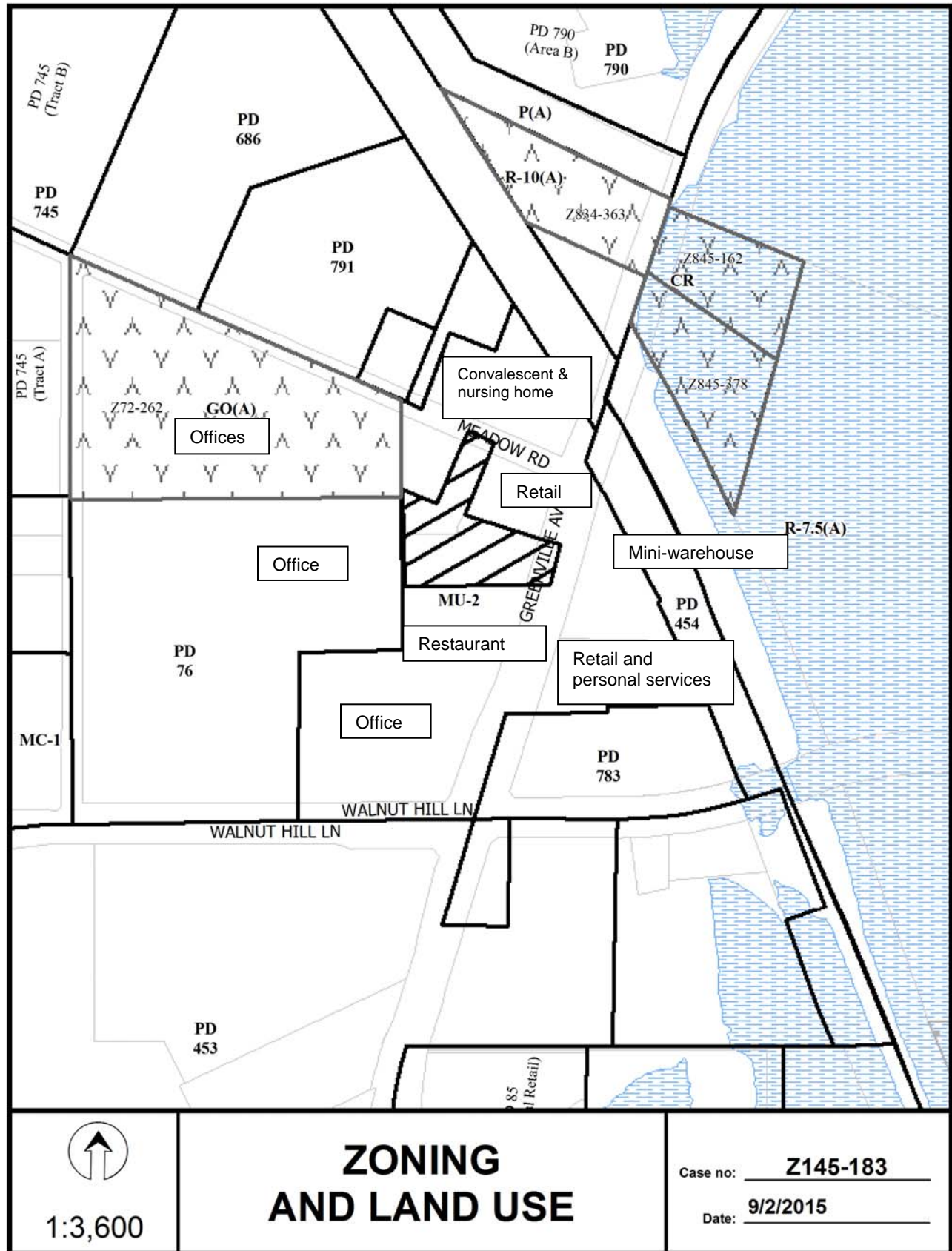
3. TIME LIMIT: This specific use permit expires on_____, (ten-year period from the passage of this ordinance
4. FLOOR AREA:
 - a. Total maximum floor area is 114,879 square feet.
 - b. Maximum floor area for the office is 1,050 square feet in the location shown on the attached site plan.
5. HOURS OF OPERATION: The mini-warehouse may only operate between 6:00 a.m. and 10:00 p.m., Monday through Sunday.
6. OUTSIDE STORAGE: Outside storage of vehicles, parking for vehicles for rent, boats, and /or equipment is prohibited.
7. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
8. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN









CPC RESPONSES



04/20/2016

Reply List of Property Owners***Z145-183******21 Property Owners Notified******3 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	8370 MEADOW RD	CROESUS GREENVILLE AVENUE LP
	2	7525 GREENVILLE AVE	WILLS KAZE LLC
O	3	7557 GREENVILLE AVE	CROESUS GREENVILLE AVENUE LP
O	4	7557 GREENVILLE AVE	CROESUS GREENVILLE AVENUE LP
	5	7567 GREENVILLE AVE	7567 GREENVILLE ASSOC LLC
	6	8325 MEADOW RD	PARK CENTRAL RESIDENTIAL LLC
	7	8363 MEADOW RD	ISLA FIRENZE LTD
	8	7580 GREENVILLE AVE	OH JUNG AE
	9	401 BUCKNER BLVD	DART
	10	8325 WALNUT HILL LN	TEXAS HEALTH RESOURCES
	11	8325 WALNUT HILL LN	WOODHILL MED PARK CONDO
	12	7515 GREENVILLE AVE	GREENVILLE PROPERTIES LTD
	13	8383 MEADOW RD	DTX MEADOWS REALTY LLC
	14	7735 GREENVILLE AVE	EXPRESS BEER FOOD GAS INC
	15	8380 MEADOW RD	SKIPPER BEVERAGE COMPANY INC
	16	8350 MEADOW RD	TEXAS HEALTH RESOURCES
	17	8330 MEADOW RD	PECAN CREEK OWNERS ASSOCI
	18	7560 GREENVILLE AVE	COMMERCIAL NET LEASE
	19	7568 GREENVILLE AVE	SHURGARD FREMONT PARTNERS
	20	7502 GREENVILLE AVE	HC 7502 GREENVILLE AVENUE LLC
	21	7520 GREENVILLE AVE	RAMSEY LUTHER H

AGENDA ITEM # 59

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 11

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 16 T

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for MU-3 Mixed Use District uses on property zoned an MU-3 Mixed Use District, within the northeast quadrant of Churchill Way and Coit Road

Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, elevations, and conditions
Z156-191(ND)

FILE NUMBER: Z156-191(ND)

DATE FILED: September 27, 2016

LOCATION: Northeast Quadrant of Churchill Way and Coit Road

COUNCIL DISTRICT: 11

MAPSCO: 16 T

SIZE OF REQUEST: Approx. 13.289 Acres

CENSUS TRACT: 132.00

APPLICANT: Costco Wholesale

REPRESENTATIVES: Michael Clark and Dallas Cothrum

OWNER: Texas Department of Transportation

REQUEST: An application for a Planned Development District for MU-3 Mixed Use District uses on property zoned an MU-3 Mixed Use District.

SUMMARY: The applicant is proposing development of the site with the general merchandise or food store 100,000 square feet or more use category, inclusive of a motor vehicle fueling area.

CPC RECOMMENDATION: **Approval**, subject to a development plan, landscape plan, elevations, and conditions.

STAFF RECOMMENDATION: **Approval**, subject to a development plan, landscape plan, elevations, and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval subject to a development plan, landscape plan, elevations, and conditions based upon:

1. *Performance impacts upon surrounding property* – The proposed development will be in scale with developments normally found adjacent to freeways and thoroughfares. Additionally, certain design criteria that internally provides for loading areas and locates the other aspects of the development towards the North Central Expressway frontage will not have an adverse impact on adjacent developments.
2. *Traffic impact* – Trip generations will be consistent with existing demands of adjacent projects along the Coit Road corridor while benefiting from two access points along the southbound North Central Expressway access road.
3. *Comprehensive Plan or Area Plan Conformance* – The request is in compliance with the designated Building Block for the area.
4. *Justification for a Planned Development District as opposed to straight zoning* – As the applicant wishes to establish the use by right (underlying MU-3 District zoning district requires a Specific Use Permit) as well as providing for defined plans for the development (i.e., enhanced landscape plan, elevations), a PDD would be required to capture the entire development vision, while permitting possible minor revisions (minor amendment process) which normally would require another zoning process.

Zoning History: There has been no recent zoning activity in the immediate area relevant to this request.

<u>Thoroughfare/Street</u>	<u>Designation; Existing & Proposed ROW</u>
Coit Road	Collector; 80' & 80' ROW
Churchill Way	Local; 50' ROW

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed a traffic impact analysis submitted with the request and determined there will be no impact on adjacent roadways.

STAFF ANALYSIS:

Comprehensive Plan: The site is located in an area generally considered Urban Mixed-Use. The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or mid-rise commercial towers to townhomes and small corner shops. Good access to transit is a critical element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

LAND USE ELEMENT

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

GOAL 2.2 Engage in strategic economic development

Policy 2.2.6 Encourage the growth and diversity of retail, and work to reduce the amount of sales tax revenues “leaking” to the suburbs*.

*It should be noted for the past several years, this project has been a priority of the City’s Office of Economic Development.

Land Use Compatibility: The property is vacant and improved with surface parking and one vacant structure previously utilized for DART operations. The applicant is proposing development of the site with the general merchandise or food store 100,000 square feet or more use category, inclusive of a motor vehicle fueling area. A PDD is being requested to permit the use by right. It should be noted the fueling area (motor vehicle fueling station) and tire center (auto service center) are uses allowed by right and as such are in addition to the above referenced main use. CPC recommended to allow these uses in conjunction with the general merchandise or food store 100,000 square feet or more.

Surrounding land use consists of a mix of predominately nonresidential uses (office,

lodging, structured parking to support these respective uses north and south of the site). The exception is an animal clinic abutting the northwest corner of the site and two multifamily developments to the west. A third multifamily development is planned for the southwest corner of Banner Drive and Coit Road.

The applicant's team has worked with staff to ensure the development is sensitive to adjacent uses as well as providing for certain design standards and perimeter landscape enhancements to allow the development to be more visually interesting. Specifically:

- Building elevations that provide for a visually interesting color palette and incorporating change of plane and interesting reveals
- Enhanced streetscape plantings and landscape buffers
- Minimum seven foot-wide sidewalks

In summary of this analysis, CPC and staff support the request, subject to the attached development plan, landscape plan, elevations, and conditions.

Big-Box Design Standards: The Dallas Development Code requires design standards for certain uses greater than 100,000 square feet that are constructed after October, 2004, and are applicable to the following uses:

- General merchandise or food store uses of 100,000 square feet or more
- Furniture store uses of 100,000 square feet or more
- Home improvement center, lumber, brick or building material sales yard uses of 100,000 square feet or more

As envisioned, these retail uses possess great spans of facades along with large surface parking areas. As such, the purpose of these standards is to mitigate the characteristics of these uses to provide for sensitivity through streetscape and design requirements, while not restricting the creative design focus of the property owner.

The applicant proposed certain revisions to the established design criteria. The Design Studio and staff have worked with the applicant to consider alternative criteria. As such, staff is comfortable with these alternatives and supports these deviations. As noted in the table following this narrative, the applicant will be adhering to the majority of codified standards, with alternative design focus per the 'Description of Modification' column.

Landscaping: The applicant has worked with the Chief Arborist to ensure the site is adequately softened at its western and southern perimeter. This will include enhanced

Z156-191(ND)

plantings along the Coit Road frontage. As such, the attached landscape plan is supported by CPC and staff.

Z156-191(ND)

CPC Action:
April 21, 2016

Z156-191(ND)

Motion: It was moved to recommend **approval** of a Planned Development District for MU-3 Mixed Use District Uses, subject to a development plan, landscape plan, elevations, and conditions on property zoned an MU-3 Mixed Use District within the northeast quadrant of Churchill Way and Coit Road

Maker: Schultz
Second: Shidid
Result: Carried: 13 to 0

For: 13 - Anglin, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung,
Housewright, Schultz, Peadon, Murphy,
Tarpley

Against: 0
Absent: 0
Vacancy: 1 - District 2
Conflict: 1 - Ridley

Notices: Area: 500 Mailed: 19
Replies: For: 2 Against: 0

Speakers: For: Jennifer Murillo, 9 Corporate Park, Irvine, CA, 92606
Against: None

SHOP BUSINESS DELIVERY PHARMACY SERVICES PHOTO TRAVEL



INVESTOR RELATIONS

EXECUTIVE OFFICERS

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Jeffrey H. Brotman
Chairman of the Board

Pat Callans
Senior Vice President, Human Resources and Risk Management

Roger A. Campbell
Senior Vice President, Operations

Richard C. Chavez
Senior Vice President - Costco Wholesale Industries & Business Development

John B. Gaherty
Senior Vice President, General Manager- Midwest Region

Richard A. Galanti
Executive Vice President, Chief Financial Officer

Jaime Gonzalez
Senior Vice President, General Manager- Mexico

Caton Frates
Senior Vice President, General Manager- Los Angeles Region

Yoram Rubanenko
Senior Vice President, General Manager- San Diego Region

Jeff Abadir
Senior Vice President, General Manager-Bay Area Region

W. Craig Jelinek
President and CEO

Bill Hanson
Senior Vice President, Foods & Sundries Merchandising

Franz Lazarus
Executive Vice President, Administration & Human Resources

Jeffrey Long
Senior Vice President, General Manager- Northeast Region

Jeffrey Lyons
Senior Vice President, Merchandising - Fresh Foods

John McKay
Executive Vice President, COO - Northern Division and Midwest Region

Russ Miller
Senior Vice President, General Manager - Western Canada Region

Ali Moayeri
Senior Vice President, Construction

Paul G. Moulton
Executive Vice President, Information Systems

James P. Murphy
Executive Vice President, International

Rich Olin
Senior Vice President, and General Counsel

David S. Petterson
Senior Vice President, Corporate Controller

Joseph P. Portera
Executive Vice President, COO-Eastern & Canadian Divisions

Pierre Riel
Senior Vice President, General Manager - Eastern Canada Region

Don Burdick
Senior Vice President, E-Commerce and Publishing

Timothy L. Rose
Executive Vice President, Costco Wholesale Industries

Yoram Rubanenko
Senior Vice President, General Manager- Southeast Region

Doug W. Schutt
Executive Vice President, COO - Merchandise

John Thelan
Senior Vice President, Depot Operations

Mario Omoss
Senior Vice President, General Manager, Northwest Region

Dennis R. Zook
Executive Vice President, COO- Southwest Division and Mexico

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CPC RECOMMEND CONDITIONS

SEC. 51P-__101. LEGISLATIVE HISTORY.

PD __ was established by Ordinance No. ____, passed by the Dallas City Council on _____.

SEC. 51P-__7.102. PROPERTY LOCATION AND SIZE.

PD __ is established on property located at the northeast corner of Coit Road and Churchill Road. The size of PD __ is approximately 13.29 acres.

SEC. 51P-__103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article. In this article: TATTOO OR BODY-PIERCING STUDIO means an establishment in which tattooing is performed, or body piercing for the purpose of wearing jewelry in the pierced body part (for any body part other than earlobes) 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.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a nonresidential zoning district.

SEC. 51P-__104. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit __ A: development plan.
- (2) Exhibit __ B: variations to the large retail design standards.
- (3) Exhibit __ C: landscape plan.
- (4) Exhibit __ D: concept warehouse elevations.
- (5) Exhibit __ E: concept fuel elevations.

SEC. 51P-__105. DEVELOPMENT PLAN.

(a) For a general merchandise or food store 100,000 square feet or greater, development and use of the Property must comply with the development plan (Exhibit __A). If there is a conflict between the text of this article and the development plan, the text of this article controls..

(b) For all other uses, no development plan is required, and the provisions for Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

SEC. 51P-__106. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the MU-3 Mixed Use District, subject to the same conditions applicable in the MU-3 Mixed Use District, as set out in Chapter 51A. For example, a use permitted in the MU-3 Mixed Use District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the MU-3 Mixed Use District is subject to DIR in this district, etc.

(b) The following main use is permitted by right:

- General merchandise or food store 100,000 square feet or more.
- Auto service center (only in conjunction with a general merchandise or food store 100,000 square feet or more)
- Motor vehicle fueling station (only in conjunction with a general merchandise or food store 100,000 square feet or more)

(c) The following main uses are prohibited:

(1) Agricultural uses.

- Crop production.

(2) Commercial and business service uses.

- Labor hall.

(3) Industrial uses.

- Temporary concrete or asphalt batching plant.

(4) Institutional and community service uses.

- Cemetery or mausoleum.
- College, university or seminary.
- Community service center.
- Convent or monastery.
- Halfway house.
- Open-enrollment charter school or private school.

(5) Lodging uses.

- Overnight general purpose shelter.

(6) Miscellaneous uses.

- Attached non-premise sign.
- Carnival or circus (temporary).

(7) Office uses.

- Alternative financial establishment.

(8) Recreation uses.

- Country club with private membership.

(9) Residential uses.

- College dormitory, fraternity, or sorority house.

(10) Retail and personal service uses.

- Animal shelter or clinic with outside runs.
- Commercial parking lot or garage.
- Mortuary, funeral home, or commercial wedding chapel.
- Swap or buy shop.
- Tattoo or body-piercing studio.

(11) Transportation uses.

- Heliport.
- Railroad passenger station.
- Transit passenger station or transfer center.

SEC. 51P-__107. ACCESSORY USES.

(a) 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.

- (b) The following accessory uses are not permitted:
 - Accessory helistop.
 - Private stable.
- (c) The following accessory uses are permitted by SUP only:
 - Accessory medical/infectious waste incinerator.
 - Accessory pathological waste incinerator.

SEC. 51P-___.108. 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.)

- (a) In general. Except as provided in this section, the yard, lot, and space regulations for the MU-3 Mixed Use District apply.
- (b) General merchandise or food store 100,000 square feet or more. Signs, retaining walls, and off-street parking are permitted in a front yard.

SEC. 51P-___.109. OFF-STREET PARKING AND LOADING.

- (a) In general. 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) The Property is considered one lot of purposes of off-street parking.

SEC. 51P-___.110. DESIGN STANDARDS.

- (a) In general. Except as provided in this section, consult Section 51A-4.605 regarding required design standards for large retail uses.
- (b) General merchandise or food store 100,000 square feet or more.
 - (1) A general merchandise or food store 100,000 square feet or more may utilize the options in Exhibit __B, variations to the large retail design standards, in order to comply with design standards in Section 51A-4.605.

(2) Design and construction of the main warehouse building must comply with Exhibit __ D.

(3) Design and construction of a motor vehicle fueling station operated in conjunction with a general merchandise or food store 100,000 square feet or more must comply with Exhibit __ E.

SEC. 51P-__.111. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-__.112. LANDSCAPING.

(a) In general. Except as provided in this section, landscaping must be provided in accordance with Article X.

(b) General merchandise or food store 100,000 square feet or more. Landscaping must be provided as shown on the landscape plan (Exhibit __C).

(c) Maintenance. Plant materials must be maintained in a healthy, growing condition.

SEC. 51P-__.113. SIGNS.

(a) Except as provided in this section, signs must comply with the provisions for business zoning districts in Article VII.

(b) The entire district is considered one premise.

SEC. 51P-__.114. SIDEWALKS.

(a) A minimum seven foot-wide unobstructed sidewalk must be provided along Coit Road and Churchill Way.

(b) Sidewalks are not required along the North Central Expressway service road.

SEC. 51P-__.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.

SEC. 51P-__ .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 city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, 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.

Variations to the large retail design standards

Item	Description	Rationale/Explanation
4(A)	Façade wall recess changed from min 8" to min 4"	Exterior wall undulation is extremely difficult to incorporate into retail merchandising due to the impact on interior wall plane. Through material layering and modification we can assure a min. 4" recess without adversely impacting interior wall plane or excessive layering of materials or compromising wall structure.
4(B)(i)	Added option of accent steel	Consistent with modern, urban design of the building. Contrasting steel frame adds architectural interest to the design of the building while the materials are compatible with the overall design.
4(B)(iii)	Added option of using up lighting	Proposed Costco signs will be up-lit from the architectural trellis below.
4(B)(vi)	Added architectural enhancement option to utilize "Trim or accent elements using decorative contrasting colors."	Common architectural technique to break up mass of building and add interest to façade.
5(B)	Increased intervals from a maximum of 100' to 120'.	
6(B)(iii)	Deleted prohibition of Prefabricated steel panels	Prefabricated steel panels are a durable and extremely sustainable building material with an excellent R-value. When used, as shown on the elevations, in combination with other building materials, colors and textures it creates a unique and modern design accent as you can see used in our newer buildings throughout Texas including North Fort Worth.
7(B)(i)	Change of roof parapet variation from 100 feet to 160 feet	Given the size of the building and amount of variation we feel this dimension is sufficient.
8(B)	Delete sentence regarding dividing of parking lot into 120 parking space sections	This site is 20- 30% smaller than a typical warehouse property and breaking up the parking area is not feasible due to site constraints.
8(B)	Modify parking lot tree well spacing to 80' o.c. from 30' o.c. and increase minimum size of landscape island dividing parking rows from 20 square feet to 45 square feet.	This provides adequate shade while maintaining parking counts.
8(E)	Provide that the minimum width of the landscape buffer is 15'.	The project includes construction of a 7' sidewalk and parkway as well as significant parking lot landscape. This is a significant improvement over existing conditions and complies with the goals of pedestrian connectivity throughout the community. However, this places a strain on the site and does not allow for the full 20' landscape setback on all 3 street frontages.
8(F)	Modify tree spacing to provide that trees must be within 20' of the Coit Road façade wall.	

Variations to the large retail design standards
--

Item	Description	Rationale/Explanation
8(H)	Shopping cart screening modified from adjacent landscape hedge to parking lot and perimeter landscaping.	Cart returns are located throughout the parking lot for customer convenience. Surrounding each individual return with adjacent landscaping would eliminate a significant amount of parking. By concentrating landscaping into larger, more viable planters at parking lot island ends and larger landscape buffers along the perimeter, the same effect is achieved while maintaining parking.
9(A)	Allow for loading docks to be screened from view by parking lot and perimeter landscape in lieu of prohibition from facing any public street.	Loading docks/service areas face North Central Expressway, not Coit or Churchill. This area is located 650'+ from ROW and by facing this area towards the highway, noise and visual impacts to the residents along Coit is greatly reduced. With three sides of the site facing public ROW, the proposed design is the least impacting.
(B)	Automotive Service bays must be oriented away from ROW or screened with perimeter and parking lot landscaping.	Auto service bays face Churchill, but are located over 350' from ROW and screened with parking lot and perimeter landscaping, as stated above this area is away from residential and minimizes any potential adverse impact.
(C)	Allow for ground mounted mechanical equipment to be screened by landscaping.	Mechanical equipment (electrical transformer) is located in side yard with retaining wall and screening between equipment and neighboring site. This area will not be highly visible from the public ROW.
(D)	Delete prohibition of merchandise display in parking lot.	No permanent outdoor display will be included as part of the proposed plan. Merchandise is not displayed outside except single vehicle under canopy (for auto brokerage program) or on a temporary basis (Christmas trees).
(E)	Delete prohibition of outside display, sales and storage areas must be screened with solid 3' base and 5' iron/steel fence	No permanent outdoor display will be included as part of the proposed plan. Outside display of single vehicle under canopy for auto brokerage program and seasonal (Christmas trees) sales allowed as temporary use are considered as part of this application/use.

COSTCO WHOLESALE

DEVELOPMENT PLAN

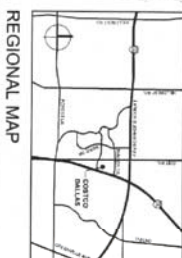
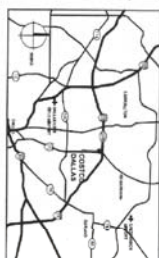
FILE NO. -Z156-191(RB)

APRIL 12, 2016

DD11-15

DEVELOPMENT PLAN

13-0051-01
APRIL 12, 2016



VICINITY MAP

OFF-STREET PARKING PROVIDED

703 STALLS

PARKING DATA:

STORAGE: 34'-0"
STORIES: 1 STORY
TOTAL FLOOR AREA: 150,437 SF
TOTAL FLOOR AREA: 149,905 SF
WAREHOUSE MAIN LEVEL: 532 SF
OPTICAL

BUILDING DATA:

USE: GENERAL MERCHANDISE OR FOOD STORE 100,000 SF OR GREATER
SETBACKS: FRONT: COIT 16 FEET
CHURCH HILL 233 FEET
SIDE: 60 FEET
REAR: N/A

STRUCTURE HEIGHT:

STORIES: 34'-0"
STORIES: 1 STORY
TOTAL FLOOR AREA: 150,437 SF
TOTAL FLOOR AREA: 149,905 SF
WAREHOUSE MAIN LEVEL: 532 SF
OPTICAL

LOT COVERAGE:

STORAGE: 34'-0"
STORIES: 1 STORY
TOTAL FLOOR AREA: 150,437 SF
TOTAL FLOOR AREA: 149,905 SF
WAREHOUSE MAIN LEVEL: 532 SF
OPTICAL

SETBACKS:

FRONT: COIT 16 FEET
CHURCH HILL 233 FEET
SIDE: 60 FEET
REAR: N/A

SITE DATA:

12.29 ACRES (578,873 SF)
GENERAL MERCHANDISE OR FOOD STORE 100,000 SF OR GREATER
FRONT: COIT 16 FEET
CHURCH HILL 233 FEET
SIDE: 60 FEET
REAR: N/A

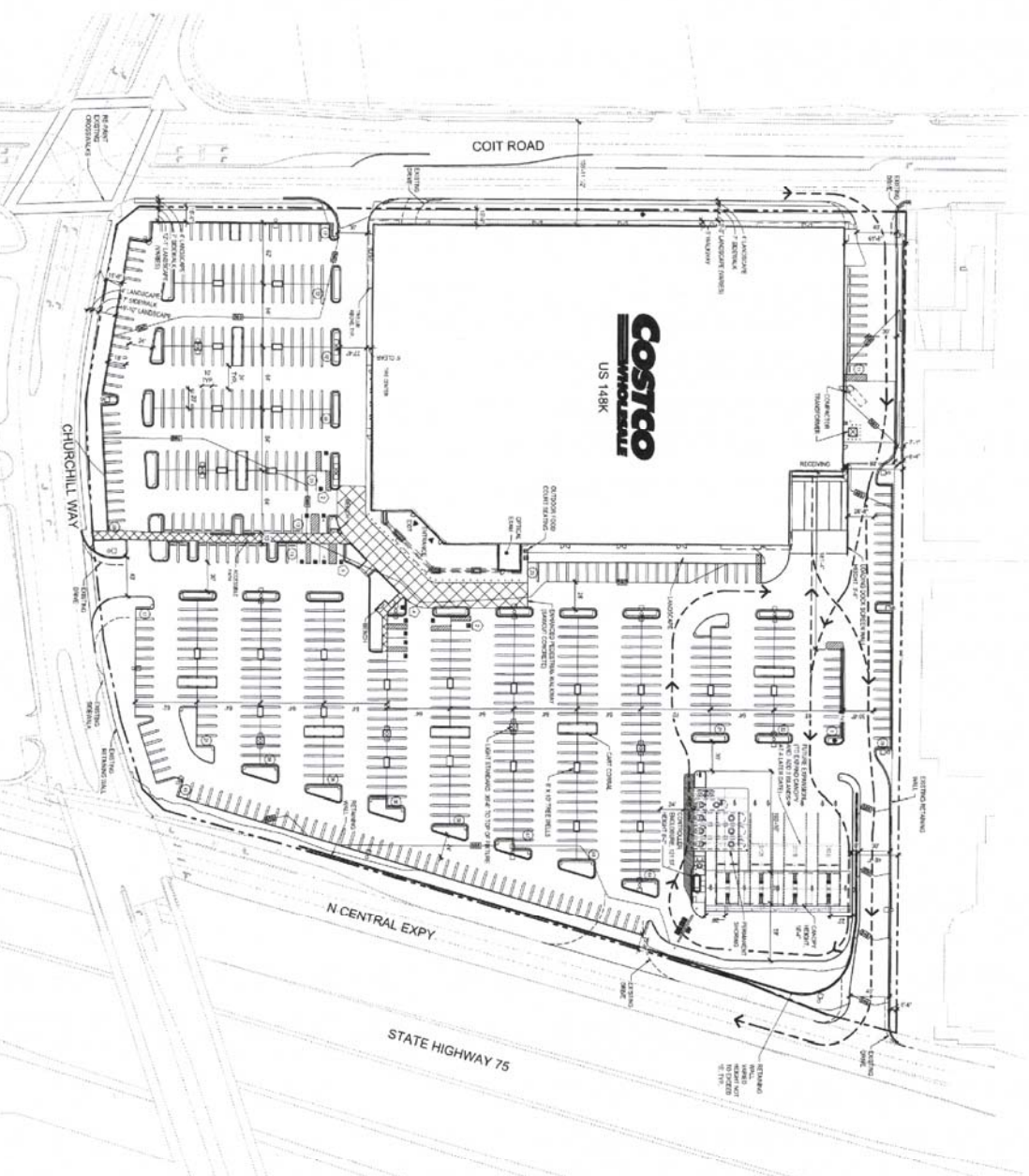
PROJECT ADDRESS:

NE CORNER OF COIT ROAD & CHURCH HILL WAY, DALLAS, TX

PROJECT DATA

CLIENT: COSTCO WHOLESALE
899 LAYNE DRIVE
ISSAQUAH, WA 98027

12.29 ACRES (578,873 SF)
GENERAL MERCHANDISE OR FOOD STORE 100,000 SF OR GREATER
FRONT: COIT 16 FEET
CHURCH HILL 233 FEET
SIDE: 60 FEET
REAR: N/A



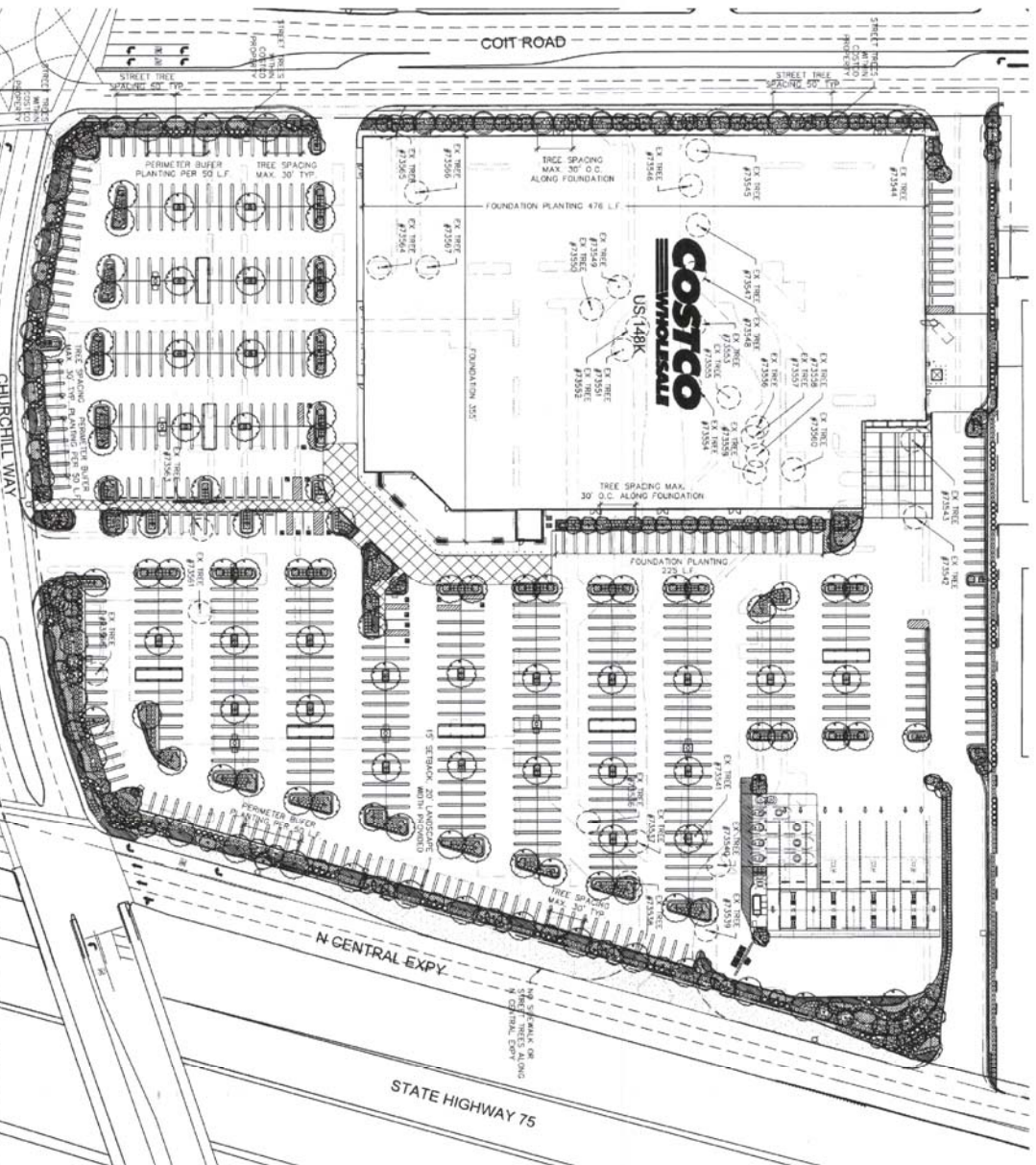
COSTCO WHOLESALE

LANDSCAPE PLAN

DALLAS, TEXAS

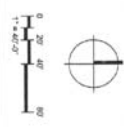
APRIL 12, 2016

FILE NO. Z156-191(RB)



SEE SHEET L.1.2 FOR
LANDSCAPE LEGEND
AND NOTES

WEISMANDESIGNGROUP
13-0051-01
APRIL 12, 2016
LANDSCAPE
PLAN



EXISTING TREE TABLE	DATE	NO.
1. 10' DBH, 15' TALL, 10' SPREAD	1	1
2. 12' DBH, 18' TALL, 12' SPREAD	2	2
3. 14' DBH, 20' TALL, 14' SPREAD	3	3
4. 16' DBH, 22' TALL, 16' SPREAD	4	4
5. 18' DBH, 24' TALL, 18' SPREAD	5	5
6. 20' DBH, 26' TALL, 20' SPREAD	6	6
7. 22' DBH, 28' TALL, 22' SPREAD	7	7
8. 24' DBH, 30' TALL, 24' SPREAD	8	8
9. 26' DBH, 32' TALL, 26' SPREAD	9	9
10. 28' DBH, 34' TALL, 28' SPREAD	10	10
11. 30' DBH, 36' TALL, 30' SPREAD	11	11
12. 32' DBH, 38' TALL, 32' SPREAD	12	12
13. 34' DBH, 40' TALL, 34' SPREAD	13	13
14. 36' DBH, 42' TALL, 36' SPREAD	14	14
15. 38' DBH, 44' TALL, 38' SPREAD	15	15
16. 40' DBH, 46' TALL, 40' SPREAD	16	16
17. 42' DBH, 48' TALL, 42' SPREAD	17	17
18. 44' DBH, 50' TALL, 44' SPREAD	18	18
19. 46' DBH, 52' TALL, 46' SPREAD	19	19
20. 48' DBH, 54' TALL, 48' SPREAD	20	20
21. 50' DBH, 56' TALL, 50' SPREAD	21	21
22. 52' DBH, 58' TALL, 52' SPREAD	22	22
23. 54' DBH, 60' TALL, 54' SPREAD	23	23
24. 56' DBH, 62' TALL, 56' SPREAD	24	24
25. 58' DBH, 64' TALL, 58' SPREAD	25	25
26. 60' DBH, 66' TALL, 60' SPREAD	26	26
27. 62' DBH, 68' TALL, 62' SPREAD	27	27
28. 64' DBH, 70' TALL, 64' SPREAD	28	28
29. 66' DBH, 72' TALL, 66' SPREAD	29	29
30. 68' DBH, 74' TALL, 68' SPREAD	30	30
31. 70' DBH, 76' TALL, 70' SPREAD	31	31
32. 72' DBH, 78' TALL, 72' SPREAD	32	32
33. 74' DBH, 80' TALL, 74' SPREAD	33	33
34. 76' DBH, 82' TALL, 76' SPREAD	34	34
35. 78' DBH, 84' TALL, 78' SPREAD	35	35
36. 80' DBH, 86' TALL, 80' SPREAD	36	36
37. 82' DBH, 88' TALL, 82' SPREAD	37	37
38. 84' DBH, 90' TALL, 84' SPREAD	38	38
39. 86' DBH, 92' TALL, 86' SPREAD	39	39
40. 88' DBH, 94' TALL, 88' SPREAD	40	40
41. 90' DBH, 96' TALL, 90' SPREAD	41	41
42. 92' DBH, 98' TALL, 92' SPREAD	42	42
43. 94' DBH, 100' TALL, 94' SPREAD	43	43
44. 96' DBH, 102' TALL, 96' SPREAD	44	44
45. 98' DBH, 104' TALL, 98' SPREAD	45	45
46. 100' DBH, 106' TALL, 100' SPREAD	46	46
47. 102' DBH, 108' TALL, 102' SPREAD	47	47
48. 104' DBH, 110' TALL, 104' SPREAD	48	48
49. 106' DBH, 112' TALL, 106' SPREAD	49	49
50. 108' DBH, 114' TALL, 108' SPREAD	50	50
51. 110' DBH, 116' TALL, 110' SPREAD	51	51
52. 112' DBH, 118' TALL, 112' SPREAD	52	52
53. 114' DBH, 120' TALL, 114' SPREAD	53	53
54. 116' DBH, 122' TALL, 116' SPREAD	54	54
55. 118' DBH, 124' TALL, 118' SPREAD	55	55
56. 120' DBH, 126' TALL, 120' SPREAD	56	56
57. 122' DBH, 128' TALL, 122' SPREAD	57	57
58. 124' DBH, 130' TALL, 124' SPREAD	58	58
59. 126' DBH, 132' TALL, 126' SPREAD	59	59
60. 128' DBH, 134' TALL, 128' SPREAD	60	60
61. 130' DBH, 136' TALL, 130' SPREAD	61	61
62. 132' DBH, 138' TALL, 132' SPREAD	62	62
63. 134' DBH, 140' TALL, 134' SPREAD	63	63
64. 136' DBH, 142' TALL, 136' SPREAD	64	64
65. 138' DBH, 144' TALL, 138' SPREAD	65	65
66. 140' DBH, 146' TALL, 140' SPREAD	66	66
67. 142' DBH, 148' TALL, 142' SPREAD	67	67
68. 144' DBH, 150' TALL, 144' SPREAD	68	68
69. 146' DBH, 152' TALL, 146' SPREAD	69	69
70. 148' DBH, 154' TALL, 148' SPREAD	70	70
71. 150' DBH, 156' TALL, 150' SPREAD	71	71
72. 152' DBH, 158' TALL, 152' SPREAD	72	72
73. 154' DBH, 160' TALL, 154' SPREAD	73	73
74. 156' DBH, 162' TALL, 156' SPREAD	74	74
75. 158' DBH, 164' TALL, 158' SPREAD	75	75
76. 160' DBH, 166' TALL, 160' SPREAD	76	76
77. 162' DBH, 168' TALL, 162' SPREAD	77	77
78. 164' DBH, 170' TALL, 164' SPREAD	78	78
79. 166' DBH, 172' TALL, 166' SPREAD	79	79
80. 168' DBH, 174' TALL, 168' SPREAD	80	80
81. 170' DBH, 176' TALL, 170' SPREAD	81	81
82. 172' DBH, 178' TALL, 172' SPREAD	82	82
83. 174' DBH, 180' TALL, 174' SPREAD	83	83
84. 176' DBH, 182' TALL, 176' SPREAD	84	84
85. 178' DBH, 184' TALL, 178' SPREAD	85	85
86. 180' DBH, 186' TALL, 180' SPREAD	86	86
87. 182' DBH, 188' TALL, 182' SPREAD	87	87
88. 184' DBH, 190' TALL, 184' SPREAD	88	88
89. 186' DBH, 192' TALL, 186' SPREAD	89	89
90. 188' DBH, 194' TALL, 188' SPREAD	90	90
91. 190' DBH, 196' TALL, 190' SPREAD	91	91
92. 192' DBH, 198' TALL, 192' SPREAD	92	92
93. 194' DBH, 200' TALL, 194' SPREAD	93	93
94. 196' DBH, 202' TALL, 196' SPREAD	94	94
95. 198' DBH, 204' TALL, 198' SPREAD	95	95
96. 200' DBH, 206' TALL, 200' SPREAD	96	96
97. 202' DBH, 208' TALL, 202' SPREAD	97	97
98. 204' DBH, 210' TALL, 204' SPREAD	98	98
99. 206' DBH, 212' TALL, 206' SPREAD	99	99
100. 208' DBH, 214' TALL, 208' SPREAD	100	100

PROJECT DATA:
 PROJECT ADDRESS: 10000 COIT ROAD, DALLAS, TX 75243
 OWNER: COSTCO WHOLESALE
 DESIGNER: WEISMANDESIGNGROUP
 DATE: APRIL 12, 2016
 SCALE: AS SHOWN
 SHEET NO.: L.1.1
 TOTAL SHEETS: 100
 SHEET NO.: L.1.1
 SHEET NO.: L.1.2
 SHEET NO.: L.1.3
 SHEET NO.: L.1.4
 SHEET NO.: L.1.5
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 SHEET NO.: L.1.99
 SHEET NO.: L.1.100

COSTCO WHOLESALE LANDSCAPE LEGEND & NOTES

DALLAS, TEXAS

APRIL 12, 2016

FILE NO.-Z156-191(RB)

PRELIMINARY LANDSCAPE LEGEND

Species	Tree	Common Name	Notes
Small	1	Small	Small
Small	2	Small	Small
Small	3	Small	Small
Small	4	Small	Small
Small	5	Small	Small
Small	6	Small	Small
Small	7	Small	Small
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Small	98	Small	Small
Small	99	Small	Small
Small	100	Small	Small

PLANTING NOTES

2. WELD ALL SPINDLE AND SPINDLOCK
LOCKS WITH A MINIMUM 1/2" DITCH OF
SPRINTED WELD.
3. SPINDLE LOCKDOWN IS 500 PSI. IT SHALL
BE PLACED AT THE SPINDLE SPACING
UNLESS THE USER HAS SPECIFIC
REQUIREMENTS. THIS AND SPINDLE STIFF
TEST CAN BE PERFORMED ON THE
SPINDLE LOCKDOWN.
4. SET THE SPINDLE FOR DRILLING. USE THE
DRILLING AND SPINDLE LOCKDOWN.
5. SET THE SPINDLE LOCKDOWN FOR ADDITIONAL
REQUIREMENTS.

ADDITIONAL NOTES FOR PRICING OF
PRELIMINARY LANDSCAPE PLAN:

- [illegible]

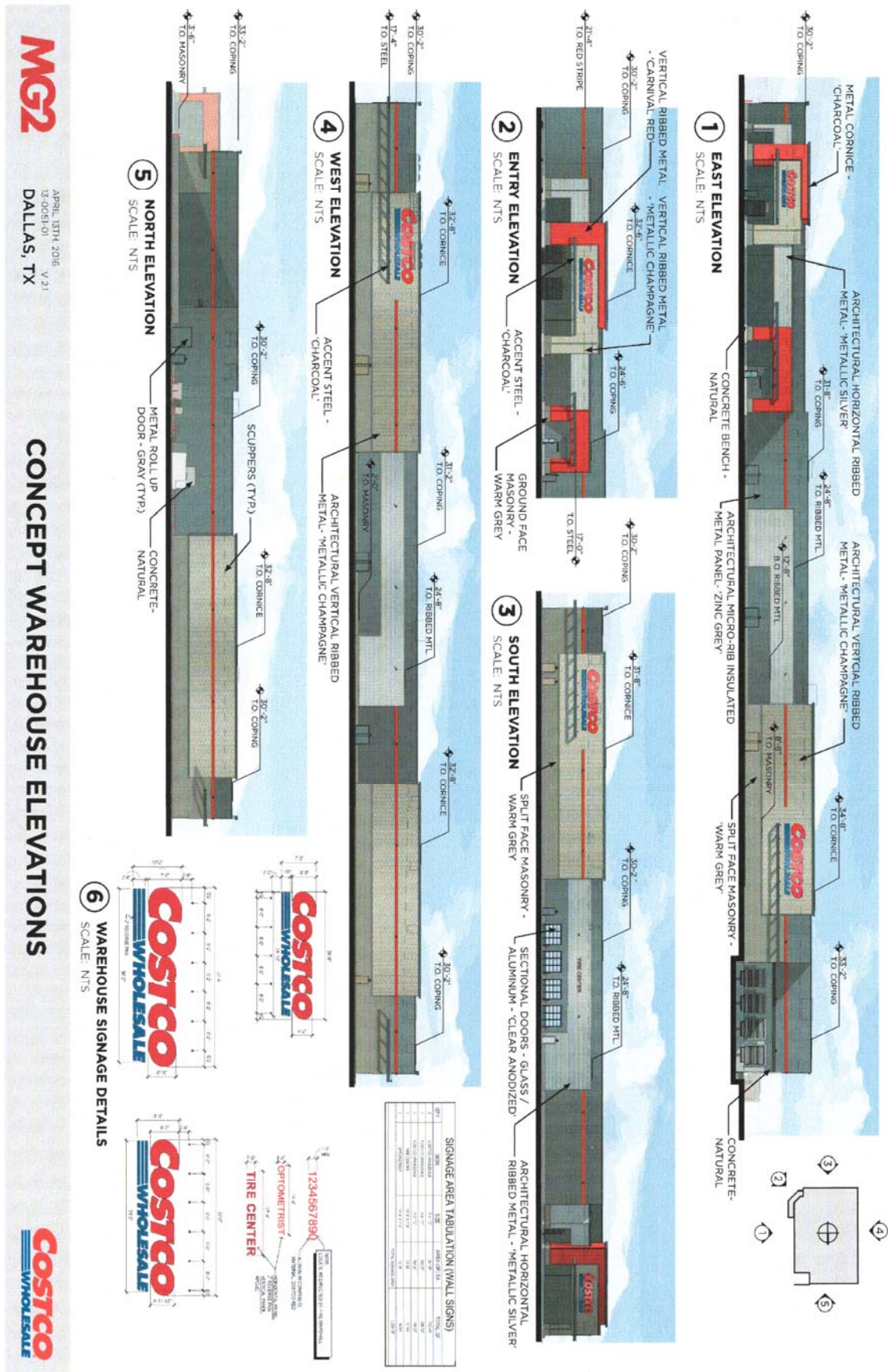


COSTCO
WOMEN'S
DALLAS, TX

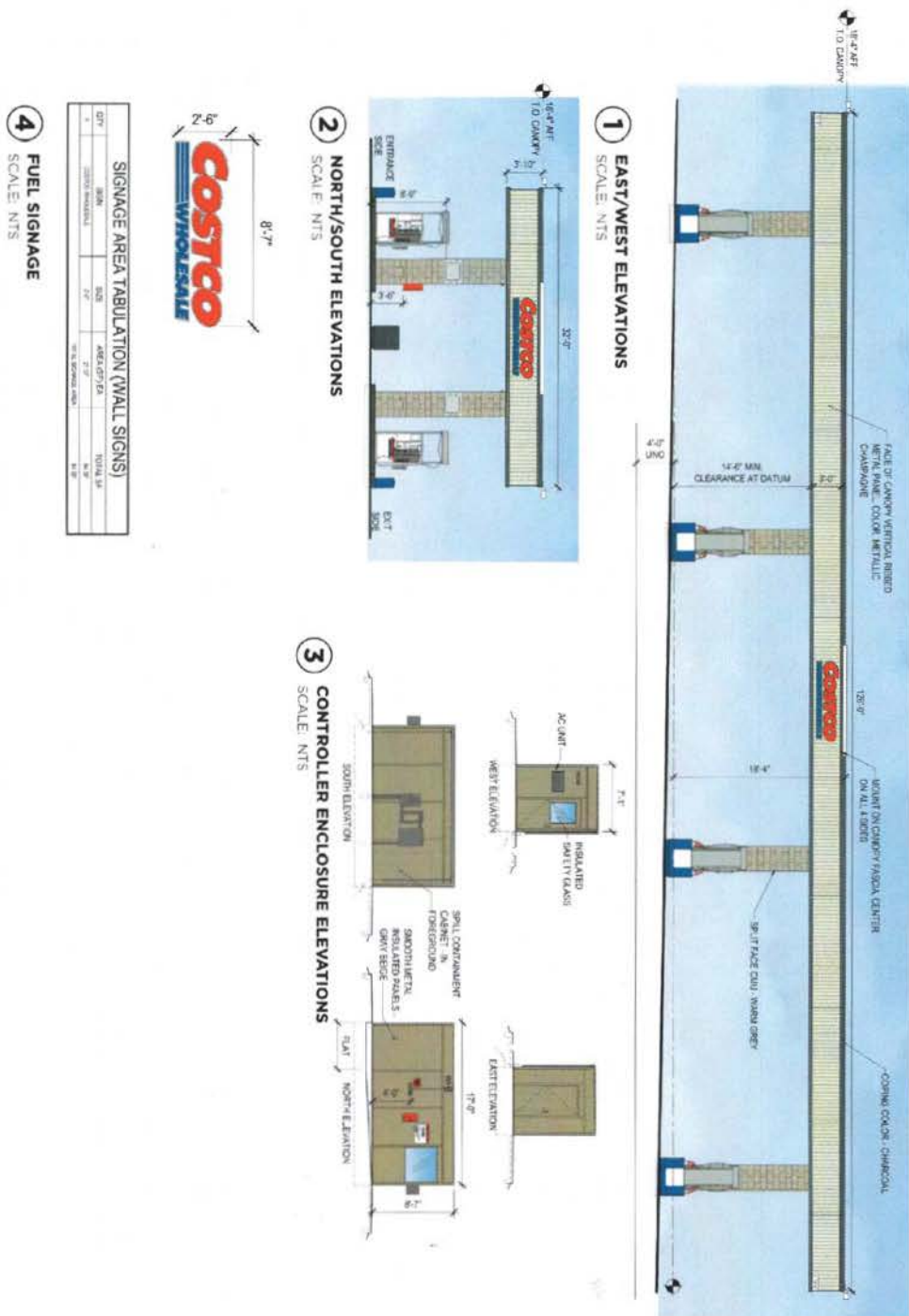
WEISMANDESIGNGROUP
 1000 Avenue of the Americas
 10th Floor
 New York, NY 10020
 Tel: 212.691.1000
 Fax: 212.691.1001
 Email: info@weismangroup.com

13-00551-01
APRIL 12, 2016
LANDSCAPE
LEGEND &
NOTES

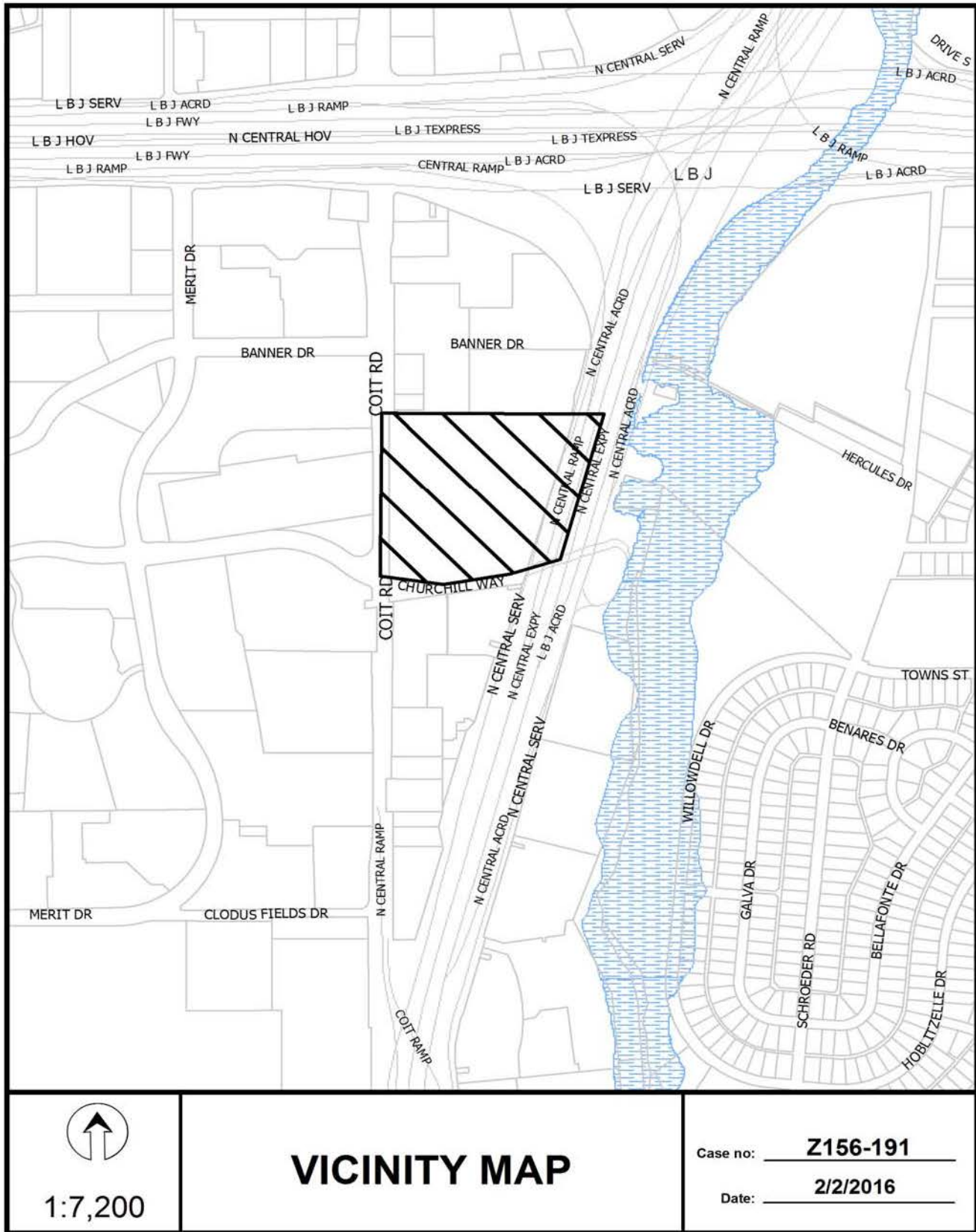
Proposed Landscape Plan Sheet 2



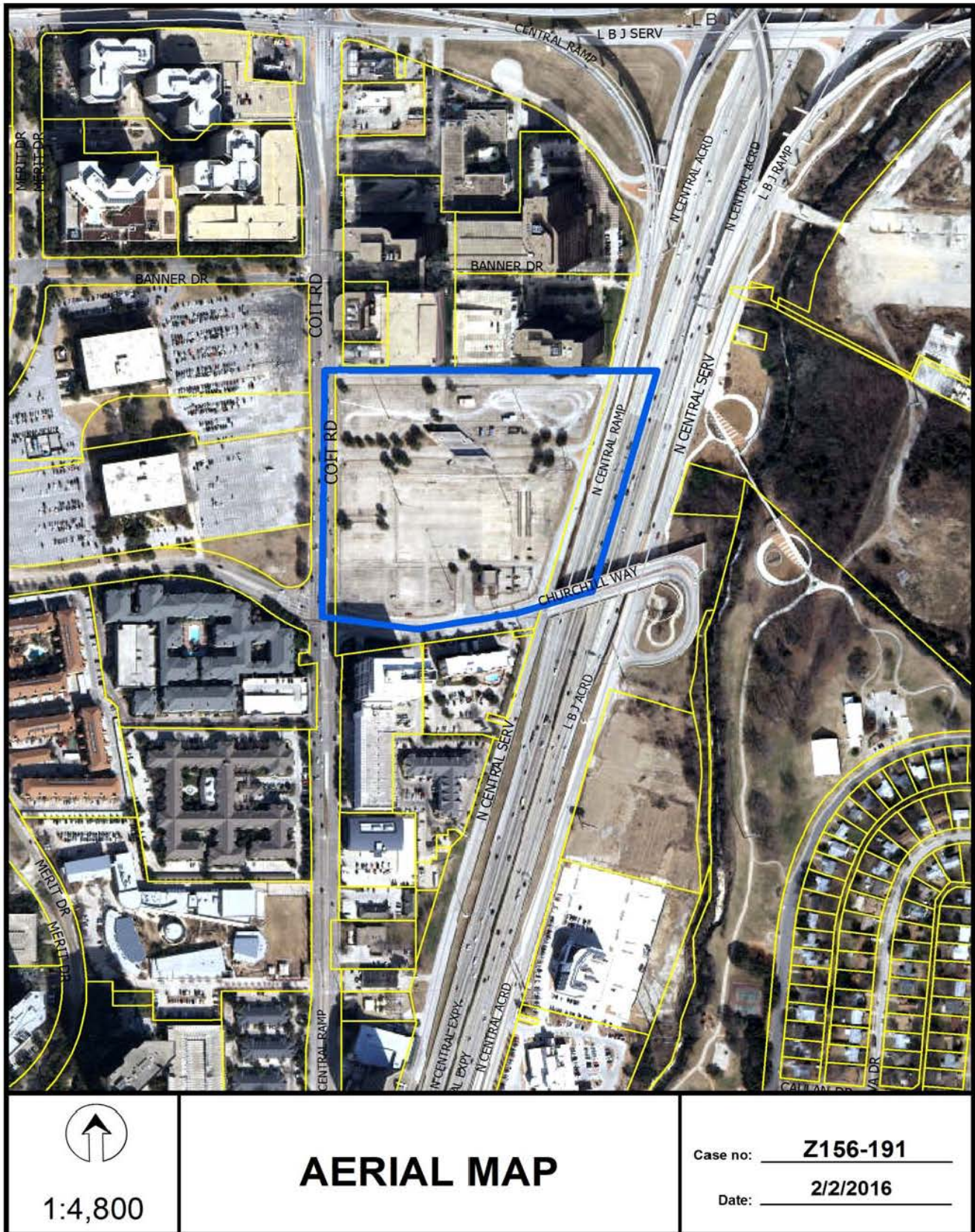
Proposed Elevation- Warehouse

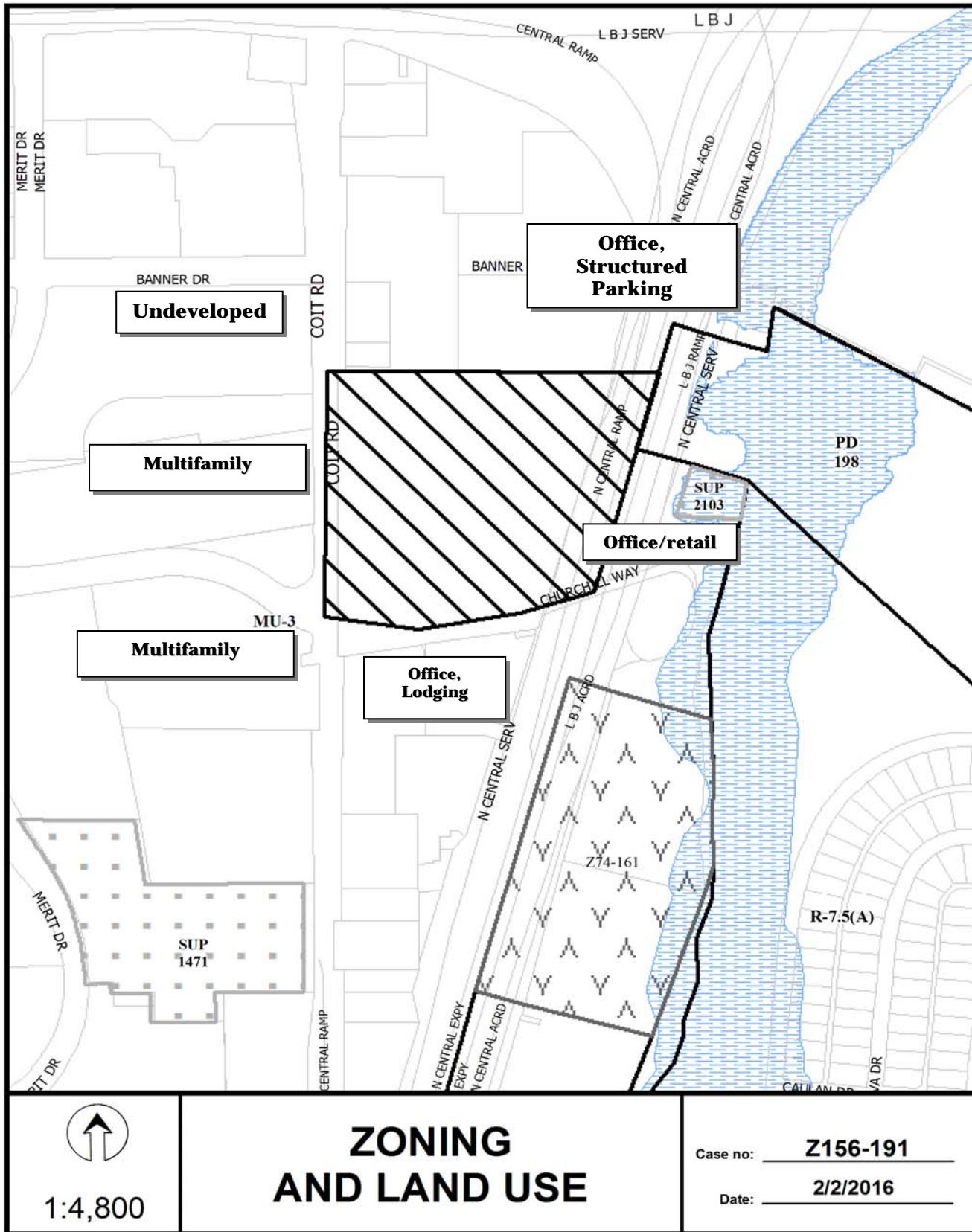


Z156-191(ND)

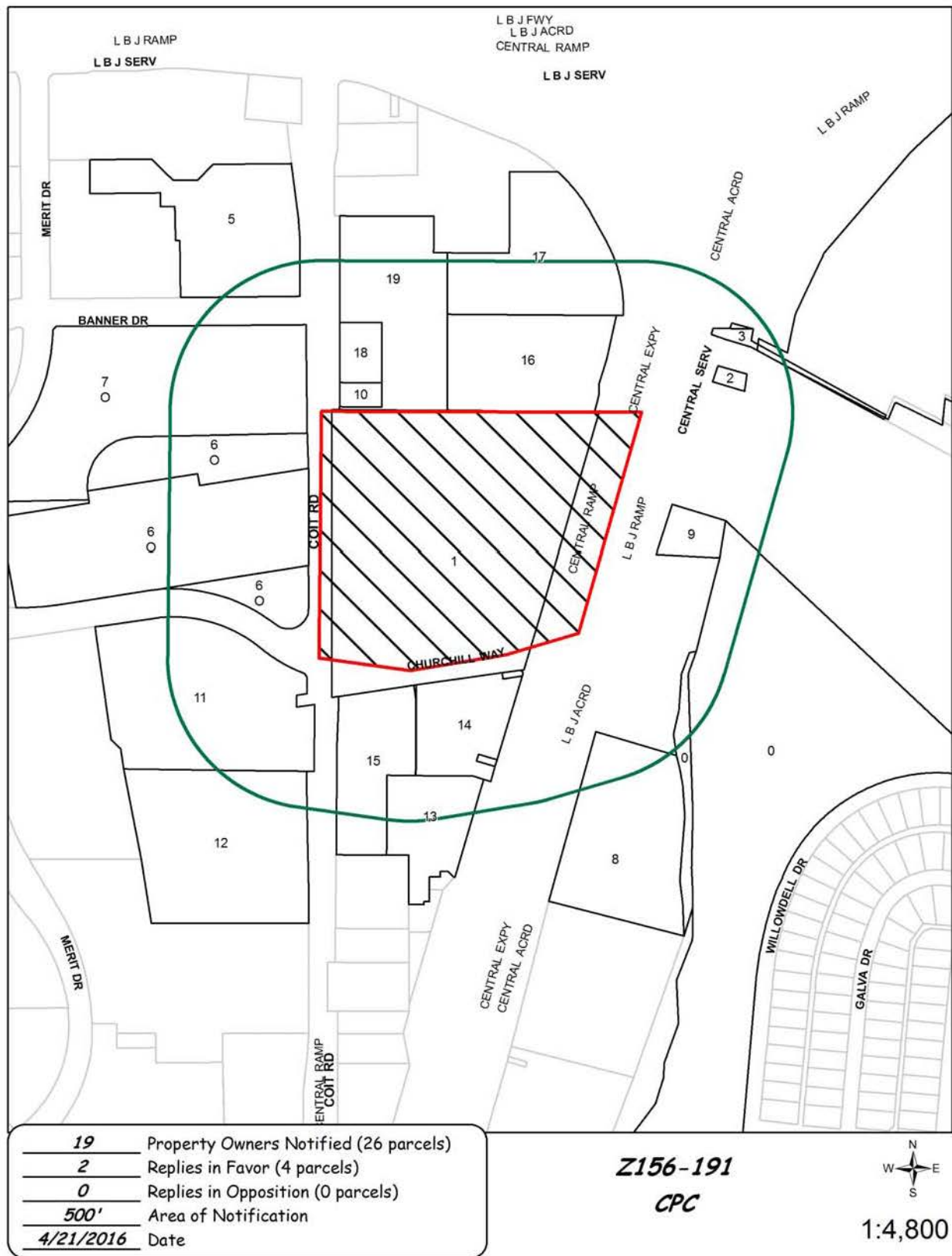


Z156-191(ND)





CPC Responses



04/20/2016

Reply List of Property Owners***Z156-191******19 Property Owners Notified
Owners Opposed******2 Property Owners in Favor******0 Property***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	12550 COIT RD	TEXAS STATE OF
	2	12750 N CENTRAL EXPY	EAST JOSEPH H JR
	3	12505 SCHROEDER RD	TEXAS UTILITIES ELEC CO
	4	12700 N CENTRAL EXPY	RESTLAND MEM PARK
	5	12750 MERIT DR	PARK CENTRAL PROPERTY LP
O	6	7849 CHURCHILL WAY	LMI PARK CENTRAL LLC
O	7	7800 BANNER DR	LMI PARK CENTRAL TWO LLC
	8	12222 N CENTRAL EXPY	CENTRAL LANDMARK LTD
	9	12520 N CENTRAL EXPY	PERRY CO THE
	10	12600 COIT RD	SEEHORN JAMES MAXWELL II
	11	7900 CHURCHILL WAY	SPUS6 MARQUIS LLC
	12	12271 COIT RD	DALLAS TX 1 SENIOR PROPERTY LLC
	13	12301 N CENTRAL EXPY	JALARAM HOTEL LLC
	14	12411 N CENTRAL EXPY	NOBLE I WALTON DALLAS LP
	15	12400 COIT RD	AMERICAN NATL INS CO
	16	12655 N CENTRAL EXPY	HOUSTON RE INCOME PPTIES XV11
	17	12801 N CENTRAL EXPY	JP NCP III LP
	18	12660 COIT RD	GAEDEKE HOLDINGS LTD
	19	12770 COIT RD	GAEDEKE HOLDINGS II LTD

AGENDA ITEM # 60

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 11

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 15 N

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a new subdistrict on property zoned Subdistrict 3 of Planned Development District No. 887, the Valley View-Galleria Area Special Purpose District on the south line of James Temple Drive, east of Noel Road

Recommendation of Staff: Denial

Recommendation of CPC: Approval, subject to a development plan and conditions
Z156-189(SM)

FILE NUMBER: Z156-189(SM)

DATE FILED: January 25, 2016

LOCATION: South line of James Temple Drive, east of Noel Road

COUNCIL DISTRICT: 11

MAPSCO: 15N

SIZE OF REQUEST: Approx. 3.6183 acres

CENSUS TRACT: 136.16

APPLICANT: Dallas Galleria Hotel Venture, LLC

REPRESENTATIVE: Jonathan Vinson, Jackson Walker, LLP

OWNER: Dallas Midtown Properties, LLC

REQUEST: An application for a new subdistrict on property zoned Subdistrict 3 of Planned Development District No. 887, the Valley View-Galleria Area Special Purpose District.

SUMMARY: The applicant requests to create a new subdistrict within a portion of Planned Development District No. 887. The applicant seeks to both allow parking on the ground floor that is along a primary pedestrian-oriented street and to reduce public open space requirements in the proposed new subdistrict.

CPC RECOMMENDATION: Approval, subject to a development plan and conditions.

STAFF RECOMMENDATION: Denial

GUIDING CRITERIA FOR RECOMMENDATION:

Staff's recommendation for denial is based upon the following criteria:

1. *Performance impacts upon surrounding property* – The requests' two modifications to the existing zoning regulations impact the surrounding properties and the district. The first request, to allow parking on the ground story at the building facade of a primary street causes 273 linear feet of inactive uses. The adjacent neighbor to the west has oriented and designed the south facing facade to have active uses and all other properties that face a primary street in the district will not be given this exception.

The second request is to allow a reduction to the amount of public open space that is required of all other properties in the district. The district has a special condition that requires that the amount provided be provided as an "open space lot" in an approved configuration, such as a plaza, esplanade, square, green, neighborhood park, tot lot, community garden, greenbelt, landscaped median (in limited circumstances), or a private open space under 2,000 square feet. Each of these configuration types require at least one side to be bound by a street, with the exception of the private open space under 2,000 square feet, and does not consider private courtyards, pool courtyards, rooftop gardens, and similar private spaces as part of the open space requirement of the district for contiguous private spaces for 2,000 square feet or more. The requirement that open space must comply with an approved configuration type of an open space lot allows the district to form pockets of open green space as a compromise to increasing density and balancing private and public benefits. Further, Subdistrict 3 of the district allows for all of the open space required by the district to be provided with alternate means such as park dedication within the area described as the Midtown Commons, park dedication within the district, deed restricted open space within the district, or a modest price per square foot payment into the open space fund. No other subdistrict within the district has the ability to provide for 100 percent of the open space requirement through these alternate methods of compliance because Subdistrict 3 is immediately adjacent to the planned central park, known as Midtown Commons.

The 2013 Valley View – Galleria Area Plan states:

The centerpiece of the Vision is an 18-acre central park, referred to in this plan as Midtown Commons. This iconic park will provide open space, recreational, and cultural amenities to the district while also increasing land values at the interior of the study area. Our vision is that the Midtown Commons will create a highly desirable neighborhood for new residential development. In addition to the Midtown Commons, *a minimum of 4 percent of redeveloped private sites is envisioned to be publicly accessible, usable green space.* Lastly, green setbacks along the LBJ Freeway frontage and Preston Road complete the vision for a green district (p. 34, italics added).

Because walkability and public open space are fundamental elements of the vision of the district, approval of the requested modifications will significantly impact the surrounding properties and the district.

2. *Traffic impact* – No traffic impacts are foreseen by the modifications requested.
3. *Comprehensive Plan or Area Plan Conformance* – The proposed modifications are not consistent with the original purpose and intent of the Galleria Area Plan as stated in the first guiding criteria.
4. *Justification for changes to the PDD* – The lot has a regular shape, size and slope. Comparable lots within the district and city have been able to configure three sides of a lot with active uses on the ground floor and a wrapped parking structure. The subdistrict that the request is located within is particularly generous when dealing with open space requirements by extending alternatives to meeting the open space requirement. Therefore, proposed modifications are self-imposed hardships that do not meet the vision of the district and do not improve upon to the original planned development district regulations.

BACKGROUND INFORMATION:

- In 2011, the North Dallas Chamber of Commerce brought representative property and business owners within this area to the table and led a series of stakeholder meetings to discuss the future potential for both new development and redevelopment. This private stakeholder group took the lead in creating a unified vision and implementation plan for economic growth in this area. The group reviewed proposals from several local and national planning teams and, in 2012, was ready to move forward with the development of an area plan.
- On October 10, 2012, the Dallas City Council authorized a Chapter 380 Economic Development Grant to the North Dallas Chamber of Commerce for a Galleria-Valley View Area Planning Study. The goal of the Plan was to establish a comprehensive vision to guide future private investment, economic development and public infrastructure investments in a coordinated fashion. In particular, the plan would focus on urban design, land use and transportation and to ensure a framework that encourages economic development consistent with the vision. The plan would also provide the means to ensure that future development would ultimately maximize public benefit. An Advisory Committee made up of property owners and key stakeholders in the area was formed to guide the plan's creation.
- Between December 2012 and March 2013, the Advisory Committee met four times. The focus of those meetings was to create a Valley View-Galleria Area Plan for the area. The major issues of land use, streets, circulation, streetscape design, gateways, open space and sustainability were discussed and addressed. During the visioning process, it became apparent that much of the existing

zoning is no longer relevant to the long-term goals of the area and, as a more defined Vision Plan emerged, rezoning options to accommodate the vision were also explored.

- On January 9, 2013, the City Plan Commission authorized a hearing to determine proper zoning. Consideration was given to amending existing zoning, to create a new regional mixed use center, with moderate to high density residential and non-residential uses developed in a pedestrian-, bicycle- and transit-friendly format, supported by an enhanced network of streets and open spaces. Development standards following form based zoning were given special consideration to allow for the flexibility of mixed use while also encouraging walkable streetscapes.
- On December 10, 2012 and April 4, 2013, public stakeholder meetings were held at the Westin Galleria to discuss the Valley View-Galleria Area Plan and proposed zoning amendments to the area. Notices were sent to all property owners within the study area to advise them of the meetings. These meetings were well attended, with over 450 participant's altogether.
- On April 18, 2013, the Valley View-Galleria Area Plan was recommended for approval by City Planning Commission.
- On June 12, 2013, the City Council approved Ordinance No. 29032 establishing Planned Development No. 887.
- On February 5, 2015, the City Plan Commission approved an application for a waiver of the two-year waiting period.
- On June 17, 2015, the City Council approved staff's recommended conditions to create one of three of the applicant's requests to create new subdistricts. Staff supported the creation of a new subdistrict to allow an esplanade and corresponding amendments to the planned development's street network map because the esplanade was a new element that provides an overall benefit beyond the existing planned development district regulations.

Zoning History:

There have been no zoning changes requested within the area of request in the last five years.

Thoroughfares/Streets:

The Streets Plan in this proposed subdistrict is in conformance with the street designations in the Thoroughfare Plan and is shown at the end of this report.

Thoroughfare/ Street	Thoroughfare Type	Exhibit 887C Streets Plan Designation	Dimension
James Temple	Minor Arterial	Type C	2 lanes divided with 6' bike lanes and 8' parking lanes on each side, 75' R.O.W., 50' pavement
Unnamed FN4	Collector	Type A	4 lanes undivided with parking allowed during non-peak hours, 69' R.O.W., 44' pavement
Unnamed FN8			

STAFF ANALYSIS:

Comprehensive Plan:

The Comprehensive Plan's *Vision Illustration* depicts the request area generally within Business Center or Corridor, Multi-Modal Corridor and Transit Center Building Blocks. A Transit Center Building Block node is shown within this block to emphasize the potential opportunity for future transit. The remaining western and northern sections of area, including the Galleria Mall, are identified as Business Center or Corridor Building Block. The Valley View-Galleria Area Plan is consistent with the Comprehensive Plan and serves to refine the vision for the area.

The request does not enhance and is inconsistent with the Valley View-Galleria Area Plan adopted on May 22, 2013 and which is incorporated into the ***forwardDallas!*** Comprehensive Plan because it seeks to place a parking garage at the ground floor along a major east-west street and it seeks to internalize open space that was intended to be adjacent to a street. Walkability and public open space are essential to the vision of the district. The proposed Subdistrict 3A specifically alters building development requirements that will discourage the Valley-View Galleria Area Plan's goals to "create a vibrant, pedestrian-oriented atmosphere with a strong identity and sense of place".

Land Use Compatibility:

The Galleria-Valley View area, located at the confluence of two major transportation corridors, is one of Dallas' major regional business centers with significant Class A office space, strong destination retail, as well as several high quality hotels. This area is identified as a key growth area in the City of Dallas Strategic Engagement Plan as well as the ***forwardDallas!*** Comprehensive Plan.

The Galleria-Valley View Area is envisioned as the primary regional town center of North Dallas, characterized by an economically vibrant and environmentally sustainable mix of moderate to high density residential and non-residential land uses, supported by an enhanced system of streets and open spaces. The goals of this special purpose district are as follows:

- 1) Encourage development that creates a diverse mix of compatible land uses designed to support a pedestrian, bicycle and transit friendly environment, reduce the dominance of visible parking, and reduce environmental impacts.
- 2) Create a network of well-maintained, publicly-accessible open spaces with a range of sizes and functions, designed to enhance the quality of life for the growing resident population and workforce.
- 3) Create a network of connected streets and pathways designed to enhance the multi-modal accessibility while reducing automobile-dependence through improvements that support pedestrian, bicycle, and transit circulation.

The area of request is proposed on the northeast quadrant of the former Showcase Chevrolet site. The adjacent property to the west is under construction for a five-story multifamily building with a wrapped parking garage. A 273 unit, 434,229 square foot, 16 story multifamily building with a four-story platform and a subgrade parking garage is located to the northwest that was constructed in 1999 (DCAD). An undeveloped lot is located to the north and two multifamily complexes are located to the northeast that are also within the area of the future Midtown Commons central park area. A 277,356 square foot, 12-story office building with a 4 story above ground parking garage (DCAD) is located to the east of the request site and a 228,282 square foot, 10 story office building with a 15 story parking garage is located to the southeast (DCAD). The south and southwest properties are undeveloped and the remainder of the former Showcase Chevrolet site.

The surrounding properties are compatible with the proposed use of a hotel building but would be impacted by the modifications of the request.

Zoning Requests:

Staff recommends denial of the subdistrict for the reasons stated above. However, if the planned development district is to be altered, staff has considered a few alternatives that would impact the district less than what the applicant has requested, but still maintains that denial is the best course of action.

Parking on the ground floor along a primary street:

Current requirements:

Article XIII has requirements in place that ensure thoughtful design and active street fronts. Among other requirements for ground story facades along primary streets for a general commercial development type, Article XIII requires that a the ground floor contain 30% or more transparency, that a blank wall may not exceed 30 linear feet, the minimum story height is 11 feet, and that the first 30 feet, measured from the building facade along a primary street contain any use that is permitted in the development type, except for parking.

Applicant's request:

The applicant has requested additional cosmetic features to address the undesirable presence of parked cars along a primary and pedestrian-oriented street. One feature is to include a minimum 30-inch tall screening wall with an evergreen planting strip that would screen headlights of parked vehicles.

Another set of cosmetic features is to add two pedestrian amenities. The applicant has added as an option to double the amount of required benches and trash receptacles (Article XIII requires them at one per 300 feet of frontage and the applicant has required them at one per 150 feet of frontage), add more pedestrian lighting, or install public art. The public art requirement is a nice touch, but the most cost-efficient solution to obtaining these two amenities is to include one more grouping of a bench, trash receptacle, and light fixture since the lot width along the southern east-west street is 272 feet.

These additional cosmetic features of a screening wall, hedge, and grouping of one bench, trash receptacle, and light fixture and the possibility of a piece of artwork do not create an active frontage that encourages pedestrian activity.

Staff's recommendation:

These parameters set forth in Article XIII for ground floors of general commercial development types along primary streets are effective and useful to activate streets and should not be altered. Therefore, staff's recommendation of this request is **denial**.

However, if deviations are to be considered for the active use requirement, staff prefers staff's conditions listed in the attached conditions in lieu of the applicant's request as it allows a flexible space so that parking may be utilized along the southern primary street frontage for an interim period until the district has gained enough momentum to support other active uses.

Staff's alternative recommendation for parking garage facades along the southern east-west street differ from the applicant in that it first requires glazing in the form of windows or doors on the ground floor so as to suggest that there is a use behind the facade rather than parked or moving vehicles.

The second part of this recommendation is that in lieu of an active use, a flexible space is constructed on the ground floor in a manner that utilities could connect to the flexible space so that some future use, other than parking or accessory storage, may replace the parking when at a time when active uses are more desirable at that location. Staff's recommendation for this flexible space could be achieved through putting the ramping features of the parking garage on the northern side of the parking garage and placing glazing on the voids on the ground story.

Reduction of public open space:

Current requirements:

Section 51A-13.303 of Article XIII requires a minimum of eight percent of the net land area of a building site be provided as open space. This open space can be achieved on-site, off-site, by a fee-in-lieu if the property is located within a public improvement district or tax increment financing district with an established open space fund, or up to half of the eight percent requirement is existing public open space within a quarter of a mile walking distance of the building site. Basic form districts also allow for on-site open space to be privatized with outside roof decks, rooftop gardens, pool areas, or similar types of outside common area. It also allows for up to 50 percent of the required on-site open space may be provided as door yards (the area between the building facade and sidewalk zone), colonnades, or landscape medians if the space is in a contiguous area of not less than 10 feet in width or length.

The Galleria-Valley View Special Purpose District No. 887 (the district) created a general exception to the above that modified the amount required and that the open space must also be in conformance with the Open Space Development Type of Section 51A-13.304(k) which has listed configuration types. The configuration types of a plaza or esplanade, square, green, and neighborhood park each require at least one side of the area to be bound by a street and have specific requirements for plantings, adjacent building facade configurations, and size minimums. The other configuration types, tot lot, community garden, landscaped median, greenbelt, and private open space under 2,000 square feet are not required to be bound by a street on any side but are generally limited in size or are not available configuration types in the district (landscaped median and greenbelt because street cross-sections are defined and there is no natural feature for greenbelts to occur).

The district modifies the amount required from Article XIII by reducing the on-site minimum requirement from eight percent to four percent but adds an additional one square foot of open space for each 28 square feet of building erected upon a building site. This additional open space required above four percent the building site area, may be achieved on site, by one of the prescribed alternative methods¹ of compliance, or a combination of the two.

¹ Alternative methods of compliance include park dedication within the Midtown Commons (at a rate of each square foot of property dedicated counts as two square feet of open space required), park dedication within the district (at a one to one rate), privately maintained deed restricted open space within the district (at a one to one rate), or through payment in to the open space fund (at a rate of \$36 per square foot, adjusted annually using the percentage change in total real property value in this special purpose district according to the Dallas Central Appraisal District certified tax roll).

Reference Section 51P-887.113(d)(2)(B)

The area of request is located within Subdistrict 3, which is the only subdistrict that allows the entire open space requirement to be achieved through an alternative method of compliance or on site. The rationale for this is that Subdistrict 3 is immediately adjacent to the planned Midtown Commons so users of the private property within Subdistrict 3 have the ability to visit the planned central park area with greater ease than further flung subdistricts that may choose to use one of the closer pocket parks throughout the district. This added benefit to Subdistrict 3 emphasizes the importance of public open space in the district and should not be ignored.

Applicant's request:

The applicant has requested an exception to public open space be allowed by allowing two exceptions.

The first exception requested is to allow up to half of an interior courtyard to be connected to the street by a minimum eight-foot wide pathway that does not have to meet the configuration standards of an open space development type (e.g. a plaza, esplanade, or square).

The second exception requested is to allow additional open spaces adjacent to a pedestrian access easement as long as it meets minimal site tree requirements and is a minimum of 10-feet wide and long and also does not have to meet the configuration standards of an open space development type (e.g. a plaza, esplanade, or square).

The two requested exceptions to public open space privatize open space that is required of the district and conflicts with the vision and purpose of the district.

Staff's recommendation:

The parameters set forth in the district for public open space are effective and useful to achieve the vision and purpose of the district and should not be altered. Therefore, staff's recommendation of this request is **denial**.

However, if deviations are to be considered for the public open space requirement, staff prefers staff's conditions listed in the attached conditions in lieu of the applicant's request as it allows the privatized internal courtyard to be visible and available for public use.

Staff's alternative recommendation for deviating from the configuration standards of an open space lot is to allow up to half of an internal courtyard to count towards the public open space requirement as long as it is made visible by connecting it to the street with a wide passageway that would allow view corridors into the courtyard and appear welcoming and inviting to passersby.

Prior CPC Action – April 7, 2016:

Z156-189(SM)

Motion: It was moved to recommend **approval** of application for a new subdistrict, subject to a revised development plan and revised conditions with the following modifications: 1) The ground story requirements for structured parking in Section 51P-887.10(e)(6)(A)(ii) is amended to read: “The area between the street curb of the southern east-west street and the façade on the parking garage must contain the following amenities: (aa) public art (including water features as approved in writing by the director of cultural affairs or the cultural affairs commission; (bb) uniformly spaced free-standing or wall mounted pedestrian lighting provided at one per 50 feet of frontage; and (cc) uniformly spaced benches and trash receptacles must be provided at one per 50 feet of frontage”, (dd) Park structure facades that front a public street may not exhibit sloping design elements, 2) Open space may be provided through the use of an interior courtyard that is connected to a street with a minimum 12 foot wide pathway, 3) Open space may provide on-site, through one of the alternate methods of compliance in Section (d)(2)(B), or a combination of on-site and alternate methods of compliance at the amounts listed in Subsection(d)(2). 4) Open space may be provided adjacent to a pedestrian access easement if it is not less than 10 feet in length and width, meets the requirement of Suction 51A-13303, and is not required to meet the configuration standards of Section 51A-13-.304(k), “Open Space Lot.” on property zoned Subdistrict 3 of Planned Development District No. 887, the Valley View-Galleria Area Special Purpose District on the south line of James Temple Drive, east of Noel Road.

Maker: Schultz
Second: Anantasomboon
Result: Carried: 9 to 4

For: 9 - Anglin, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Housewright,
Schultz, Murphy

Against: 4 - Haney, Jung, Peadon, Ridley
Absent: 1 - Tarpley
Vacancy: 1 - District 2

Notices: Area: 500 Mailed: 11
Replies: For: 0 Against: 0

Speakers: For: Jonathan Vinson, 2323 Ross Ave., Dallas, TX, 75201
Scott Beck, 6622 Aberdeen Ave., Dallas, TX, 75230
Caroline Perel, 1601 Bryan St., Dallas, TX, 75201

Z156-189(SM)

Yen Ong, 800 Jackson St., Dallas, TX, 75202
Against: None

List of Partners and Principals

Directors and Officers of Applicant

Dallas Galleria Hotel Venture, LLC

CAI Atlantic Dallas Galleria Hotel Venture, LLC, Managing Member

CAI Atlantic Dallas Galleria Equity Fund, LP, Managing Member

CAI Atlantic Galleria Equity Fund GP, LLC, General Partner

Civitas Alternative Investments, LLC, Managing Member

David Perel, Managing Director

Caroline Perel, Managing Director

Directors and Officers of Property Owner

Dallas Midtown Properties, LLC

DCP Donohue, LLC, Managing Member

John C. Gilbert, Manager

Proposed Amended Conditions

ARTICLE 887.

PD 887.

Valley View - Galleria Area Special Purpose District

SEC. 51P-887.101. LEGISLATIVE HISTORY.

PD 887 was established by Ordinance No. 29032, passed by the Dallas City Council on June 12, 2013. (Ord. 29032)

SEC. 51P-887.102. PROPERTY LOCATION AND SIZE.

PD 887 is established on property generally bounded by Southern Boulevard on the north, Preston Road on the east, LBJ Freeway on the south, and the Dallas North Tollway on the west. The size of PD 887 is approximately 445 acres. (Ord. 29032)

SEC. 51P-887.103. PURPOSE AND VISION.

(a) Purpose. The Valley View - Galleria Area Special Purpose District is envisioned as the primary regional town center of North Dallas, characterized by an economically vibrant and environmentally sustainable mix of moderate to high density residential and non-residential land uses, supported by an enhanced system of streets and open spaces. The goals of this special purpose district are as follows:

(1) Encourage development that creates a diverse mix of compatible land uses in buildings designed to support a pedestrian, bicycle, and transit friendly environment, reduce the dominance of visible parking, and reduce environmental impacts.

(2) Create a network of well-maintained, publicly-accessible open spaces with a range of sizes and functions, designed to enhance the quality of life for the growing resident population and workforce in the area.

(3) Create a network of connected public and private streets and pathways designed to enhance multi-modal accessibility while reducing automobile-dependence within the area through improvements that support pedestrian, bicycle, and transit circulation.

(b) Vision. The Valley View - Galleria Area Plan is intended to serve as a guide and should be consulted for goals, objectives, policy statements, and recommendations for development of this special purpose district. (Ord. 29032)

SEC. 51P-887.104.

CREATION OF SUBDISTRICTS.

(a) This special purpose district is divided into the following subdistricts:

(1) Subdistrict 1. Subdistrict 1 is intended to be a walkable, moderate-density regional retail and mixed use center. This subdistrict will allow a mix of residential and nonresidential uses, including both large-format and small-format retail.

(2) Subdistrict 1A. Subdistrict 1A is intended to be a walkable high-density, mixed use area within the interior of Subdistrict 1. This subdistrict allows for a mix of residential and nonresidential uses, including both large-format and small-format retail.

(2.1) Subdistrict 1B. Subdistrict 1B is intended to be a walkable high-density, mixed-use area within the interior of Subdistrict 1A. At the core of this subdistrict is an enhanced esplanade that features additional pedestrian amenities and open space. Similar to Subdistrict 1A, this subdistrict also allows for a mix of residential and nonresidential uses, including both large-format and small-format retail.

(3) Subdistrict 2. Subdistrict 2 is intended to be a walkable high-density, primarily commercial, iconic gateway along LBJ Freeway. This subdistrict allows a mix of residential and nonresidential uses.

(4) Subdistricts 3 and 3A. Subdistricts 3 and 3A are [is] intended to be a walkable moderate to high density residential area surrounding the Midtown Commons, as shown in the Valley View - Galleria Area Plan. These [This] subdistricts allow[s] for office and neighborhood-serving retail that complement the Midtown Commons. This subdistrict allows a mix of residential and nonresidential uses, but limits retail to small-format retail.

(5) Subdistrict 4. Subdistrict 4 is intended to be a walkable moderate-density mixed-use area. This subdistrict allows a mix of residential and nonresidential uses, but limits retail to small-format retail.

(6) Subdistrict 4A. Subdistrict 4A is intended to be a walkable high-density mixed-use area. This subdistrict allows a mix of residential and nonresidential uses, but limits retail to small-format retail.

(7) Subdistrict 5. Subdistrict 5 is intended to be a walkable moderate-density residential area that transitions to the lower-density residential areas north of this special purpose district. This subdistrict allows a variety of residential uses ranging from single family townhouses to multifamily apartment buildings.

(8) Subdistrict 6. Subdistrict 6 is intended to complement the Galleria area with high-density regional retail and mixed uses. This subdistrict also acts as a gateway from the Dallas North Tollway into the district. This subdistrict allows a mix of residential and nonresidential uses, including both large-format and small-format retail.

(9) Subdistrict 7. Subdistrict 7 is intended to allow the Galleria complex to thrive and grow as an important anchor to the special purpose district.

(b) Exhibit 887A is a map showing the boundaries of this special purpose district and each subdistrict. (Ord. Nos. 29032; 29788)

SEC. 51P-887.105. DEFINITIONS.

Unless otherwise stated, the definitions in Chapter 51A and Division 51A-13.200 apply to this article. In this special purpose district:

(1) **DISTRICT** means the entire special purpose district created by this article.

(2) **LARGE-FORMAT RETAIL** means a retail use as listed in Section 51A-13.306(d)(5) with a floor area of more than 7,600 square feet. **LARGE-FORMAT RETAIL** includes retail occupancies that are internally connected to create a retail use with a total floor area greater than 7,600 square feet.

(3) **MAJOR RENOVATION** means a building permit or series of building permits for the reconstruction, alteration, or modification of an original building that increases the floor area that existed on June 12, 2013, the date of establishment of this special purpose district, by 30 percent or more.

(4) **NEW CONSTRUCTION** means construction of a main structure that did not exist as of June 12, 2013, the date of establishment of this special purpose district.

(5) ORIGINAL BUILDING means a structure existing on June 12, 2013, the date of establishment of this special purpose district, but does not include a structure that has undergone a major renovation.

(5.1) PATHWAY means an area at street level that provides a passage for pedestrians.

(6) SMALL-FORMAT RETAIL means a retail use as listed in Section 51A-13.306(d)(5) with a floor area of 7,600 square feet or less. SMALL-FORMAT RETAIL does not include occupancies that are internally connected to create a retail use with a total floor area greater than 7,600 square feet.

(7) SUBDISTRICT means one of the subdistricts listed in Section 51P-887.104. (Ord. Nos. 29032; 29788)

SEC. 51P-887.106. INTERPRETATIONS.

(a) In general.

(1) Unless otherwise stated, Article XIII, “Form Districts,” of Chapter 51A applies to this article.

(2) Unless otherwise stated, the interpretations in Chapter 51A apply to this article.

(3) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(b) Conflicts.

(1) If there is a conflict between the provisions of Article XIII and Chapter 51A, Article XIII controls.

(2) If there is a conflict between the provisions of this article and Article XIII, this article controls.

(3) If there is a conflict between the text of this article and any of the exhibits (District and Subdistrict Map, Open Space Plan, or Streets Plan), the text of this article controls.

(4) If there is a conflict between the Streets Plan and Article XIII, the Streets Plan controls.

(5) If there is a conflict between the Thoroughfare Plan and the Streets Plan, the Thoroughfare Plan controls. (Ord. 29032)

SEC. 51P-887.107. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit 887A: District and Subdistrict Map.
- (2) Exhibit 887B: Open Space Plan.
- (3) Exhibit 887C: Streets Plan.
- (4) Exhibit 887D: Subdistrict 3A Development Plan.

SEC. 51P-887.108. SITE PLANS AND DEVELOPMENT PLANS.

(a) Site plan.

(1) Except as provided in this article, a site plan that complies with the requirements of this article and Section 51A-13.703, "Site Plan Review," must be submitted to the building official when required by Section 51A-13.703(a).

(2) The site plan must also show the location and specifications of thoroughfares shown on the Thoroughfare Plan. A site plan does not act as a dedication of thoroughfares or infrastructure. See Section 51A-8.602 regarding dedications during platting.

(3) A site plan may be submitted as a single-page document or a multiple-page document.

(b) Development plan.

(1) Except as provided in this section, no [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, development schedule, and landscape plan do not apply.

(2) In Subdistrict 3A, development and use of the Property must comply with the Subdistrict 3A development plan (Exhibit 887D). If there is a

conflict between the text of this article and the Subdistrict 3A development plan, the text of this article controls.

SEC. 51P-887.109. SUBDISTRICT REGULATIONS.

(a) Subdistrict 1.

(1) In general. Except as provided in this article, the district regulations for the WMU-12 Walkable Urban Mixed Use District apply.

(2) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 12.

(3) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets except Preston Road.

(b) Subdistrict 1A.

(1) In general. Except as provided in this article, the district regulations for the WMU-20 Walkable Urban Mixed Use District apply.

(2) Stories.

(A) Except as provided in this paragraph, minimum number of stories above grade is three. Minimum number of stories above grade for general commercial development types is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 20.

(3) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets except Preston Road.

(c) Subdistrict 1B.

(1) In general. Except as provided in this article, the district regulations for the WMU-20 Walkable Urban Mixed Use District apply.

(2) Stories.

(A) Except as provided in this paragraph, minimum number of stories above grade is three. Minimum number of stories above grade for general commercial development types is two. Structures constructed in an esplanade within Street Section Type B1 of the Streets Plan may not exceed one story. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 20.

(3) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets except Peterson Lane.

(4) Esplanade within Street Section Type B1. Except as provided in this section, the requirements of Section 51A-13.304(k)(5) apply. For an esplanade within Street Section Type B1:

(A) Length. Minimum length is 600 feet.

(B) Pedestrian movement.

(i) A minimum five-foot-wide clear and unobstructed pervious or impervious pathway must be provided along the length of the esplanade.

(ii) A maximum three-foot high physical barrier may be placed along the perimeter of the esplanade to direct safe and orderly pedestrian connections to areas outside of the esplanade.

(iii) The provisions regarding street trees and streetscape standards in Section 51A-13.304(k)(5)(B)(viii) do not apply.

(C) Site trees. Except as provided in this section, Section 51A-13.304(k)(5)(B)(ix) applies. The ability to receive site tree credits for retained trees as described in Section 51A-10.125(b)(3)(B) may be applied to the Street Section Type B1 esplanade.

(D) Structures.

(i) Building use. The only uses allowed in a structure built on an esplanade are a restaurant or bar use or retail sales. See Section 51A-13.306 for additional regulations.

(ii) Parking. Uses and parking must comply with the parking regulations of Division 51A-13.400. No surface parking is permitted on an esplanade.

(iii) Floor area. The maximum floor area for all structures combined on an esplanade is 9,000 square feet above grade. There is no minimum floor area below grade.

(iv) Building setback. A minimum five foot setback is required from all lot lines.

(v) Story height.

(aa) Minimum story height is 15 feet above grade.

(bb) Maximum story height is 30 feet above grade.

(vi) Building facade. The primary street facade must have a minimum 50 percent transparency. All other facades must have a minimum 25 percent transparency. The maximum blank wall area is 20 linear feet.

(vii) Shopfront windows. A minimum of 60 percent of the street-fronting window pane surface area must allow views into the use for a depth of at least four feet. Windows must be clear or unpainted, or, if treated, must be translucent. Spandrel glass or backpainted glass is not allowed.

(viii) Open space. Space left open in an esplanade contributes to the amount of open space required in Section 51P-887.113.

(d) Subdistrict 2.

(1) In general. Except as provided in this article, the district regulations for the WMU-40 Walkable Urban Mixed Use District apply.

(2) Uses.

(A) Except as provided in this paragraph, retail uses must be small-format retail.

(B) Large-format retail is allowed if all required parking is provided in a parking structure.

(3) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 40.

(4) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets except Preston Road and the LBJ Freeway service road.

(e) Subdistricts 3 and 3A.

(1) In general. Except as provided in this article, the district regulations for the WMU-20 Walkable Urban Mixed Use District apply.

(2) Uses. Retail uses must be small-format retail.

(3) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 20.

(4) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets.

(5) Fences. Fences in the front setback area of apartment development types may exceed three feet in height provided that the fence is 70 percent open and does not face the Midtown Commons area identified in the Valley View - Galleria Area Plan.

Staff recommendation:

(6) Additional provisions for structured parking in Subdistrict 3A. Active uses are not required on the ground story of a facade facing a southern east-west street if the following requirements are met. Except as provided in this

paragraph, the development standards for the appropriate development type applies.

CPC recommendation and applicant request:

(A) Ground story requirements.

(i) The ground story of a facade facing a southern east-west street must be architecturally screened with a wall not less than 30 inches in height covered with materials similar in color and texture to the facade of the main structure. The screening wall may contain openings or gates for pedestrian access.

Staff recommendation:

Although staff recommends denial of Subdistrict 3A and the provisions provided below, staff recommends that if the new subdistrict is approved, the following provisions would be a preferred alternative to the applicant's request.

(A) Ground story requirements.

(i) Voids and openings on the ground story facade are limited to windows and doors that are glazed with transparent or translucent materials that begin a minimum of 30 inches above the level of the finished floor. Spandrel glass or backpainted glass does not comply with this provision.

CPC recommendation:

(ii) The area between the street curb of the southern east-west street and the facade of the parking garage must contain the following amenities:

(aa) public art (including water features), as approved in writing by the director of cultural affairs or the cultural affairs commission;

(bb) uniformly spaced free-standing or wall-mounted pedestrian lighting provided at one per 50 feet of frontage; and

(cc) uniformly spaced benches and trash receptacles must be provided at one per 50 feet of frontage.

Staff recommendation:

(ii) The first 30 feet of the building measured inward from the street-facing facade facing a southern east-west street must be constructed in a manner so that a future active use, other than accessory storage, will be able to connect to electricity, plumbing, mechanical, and water/wastewater utilities.

Applicant requested:

(ii) The area between the street curb of the southern east-west street and the facade of the parking garage must contain a minimum of two of the following amenities:

(aa) public art (including water features), as approved in writing by the director of cultural affairs or the cultural affairs commission;

(bb) uniformly spaced free-standing or wall-mounted pedestrian lighting provided at one per 50 feet of frontage or

(cc) uniformly spaced benches and trash receptacles must be provided at one per 150 feet of frontage.

(iii) A planting strip is required between a parking garage facade facing a southern east-west street and the sidewalk zone, planted with evergreen plant materials at least 30 inches in height at the time of installation to screen the edge of the parking structure.

(B) Upper story requirements. The upper stories of a parking garage facade facing an east-west street must be architecturally screened in a manner to make them similar in appearance to the facade of the main structure.

(i) Cable guard strands, chain link fencing, and similar materials on exterior walls are prohibited.

(ii) A minimum 20 percent of the parking structure facade (including openings, if any) must be covered with materials similar in color and texture to the materials predominantly used on the first 24 feet of height of the main structure.

(iii) Openings in the parking structure facade may not exceed 50 percent of the total facade area.

CPC and Staff recommendation:

Although staff recommends denial of Subdistrict 3A and the provisions provided below, staff recommends that if the new subdistrict is approved, the following provisions would be a preferred alternative to the applicant's request.

(iv) Parking structure facades that front a public street may not exhibit sloping design elements.

Applicant requested:

Denial of subparagraph (6)(B)(iv).

(f) Subdistrict 4.

(1) In general. Except as provided in this article, the district regulations for the WMU-12 Walkable Urban Mixed Use District apply.

(2) Uses. Retail uses must be small-format retail.

(3) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 12.

(4) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets.

(g) Subdistrict 4A.

(1) In general. Except as provided in this article, the district regulations for the WMU-20 Walkable Urban Mixed Use District apply.

(2) Uses. Retail uses must be small-format retail.

(3) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 20.

(4) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets.

(h) Subdistrict 5.

(1) In general. Except as provided in this article, the district regulations for the WR-5 Walkable Residential District apply.

(2) Residential proximity slope. The provisions of Section 51A-4.412, “Residential Proximity Slope,” apply.

(3) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is five.

(i) Subdistrict 6.

(1) In general. Except as provided in this article, the district regulations for the WMU-40 Walkable Urban Mixed Use District apply.

(2) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 40.

(3) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets except the Dallas North Tollway service road.

(j) Subdistrict 7.

(1) In general. Except as provided in this article, the district regulations for the WMU-40 Walkable Urban Mixed Use District apply.

(2) Height.

(A) The existing structure identified on the development plan for Planned Development District No. 322 as One Galleria Tower may have a maximum elevation above mean sea level of 957 feet.

(B) The existing structure identified on the development plan for Planned Development District No. 322 as Two Galleria Tower may have a maximum elevation above mean sea level of 945 feet.

(3) Stories.

(A) Minimum number of stories above grade is two. The minimum height provisions of Section 51A-13.302(b)(2), (3), (4), and (5) also apply.

(B) Maximum number of stories above grade is 40.

(3) Urban form setback. An additional 20-foot setback from the minimum setback is required for any portion of a structure above five stories fronting on all streets except the LBJ Freeway service road and the Dallas North Tollway service road. (Ord. Nos. 29032; 29788)

SEC. 51P-887.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 29032)

SEC. 51P-887.111. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article XIII.

(b) Plant materials must be maintained in a healthy, growing condition.

(c) One street tree must be provided for each 30 feet of frontage. Except as provided in this subsection, street trees must be located in the planting zones shown in the Streets Plan. Street trees may be planted in the front setback as close as possible to the sidewalk if there is a conflict with utilities, driveways, or visibility triangles as determined by the city arborist.

(d) In Subdistrict 1B, outdoor seating areas with open air shade structures and a maximum three-foot-high fence are allowed in the planting zone. Adequate clearance from parking and travel lanes must be provided. (Ord. Nos. 29032; 29788)

SEC. 51P-887.112. OFF-STREET PARKING AND LOADING.

(a) In general. Except as provided in this section, see Division 51A-13.400 for parking and loading regulations.

(b) Maximum surface parking. No more than 15 percent of the area of a lot or building site may be used for surface parking. This requirement applies only to new construction or a major renovation. The director may increase the amount of surface parking to 25 percent of the area of a lot or building site if the director finds that:

(1) the surface parking area, other than ingress and egress points, does not directly abut a street frontage (for example, the surface parking is to the rear of the main structure); or

(2) the surface parking area has an enhanced perimeter buffer, as defined in Section 51A-10.126(a), between the surface parking area and the street.

(c) Hotels. One space for each unit for units 1 to 250; 3/4 space for each unit for units 251 to 500; 1/2 space for all units over 500; plus one space per 200 square feet of meeting room.

(d) Visitor parking for apartments in Subdistrict 3. Up to 12 visitor parking spaces may be provided in the front setback area for apartment development types fronting on Peterson Lane in Subdistrict 3 provided that the building meets the 70 percent primary street frontage requirement. (Ord. 29032)

SEC. 51P-887.113. OPEN SPACE.

(a) Purpose. Open space requirements are intended to:

(1) provide a main central focal point for the special purpose district and smaller focal points for each subdistrict;

(2) promote economic development;

(3) improve the quality of life of residents and visitors;

(4) provide relief from a dense urban environment;

(5) prevent concentrations of paved areas;

(6) improve air quality; and

(7) assist with pedestrian movement.

(b) In general. Except as provided in this section, open space provided under this section must comply with the requirements for open space in Section 51A-13.303, "Open Space," and Section 51A-13.304(k), "Open Space Lot."

(c) Site plan. Compliance with open space requirements must be shown on a site plan and demonstrated at the time of application for any building permit for new construction or a major renovation.

(d) Amount required.

(1) Minimum on-site requirement.

(A) A minimum of four percent of a lot or building site must be maintained as open space.

(B) Lot or building sites in Subdistrict 3 may use the alternative methods of compliance listed in this section to meet the minimum on-site requirement.

(2) Additional open space requirement.

(A) In general.

(i) In addition to the minimum on-site requirement, one square foot of open space must be provided for every 28 square feet of floor area. Fractions of additional open space are rounded up to the next whole number.

(ii) Additional open space must comply with the Open Space Plan (Exhibit 887B).

(iii) The block park framework and the green frame shown on the Open Space Plan are a conceptual guide to create a connected network of open spaces for programmed and informal activity that is achieved incrementally as development projects meet their additional open space requirements. It is encouraged that individual open spaces be combined to create a connected network of open spaces. Each open space may be designed to serve a variety of purposes suited to adjacent development. Alternative locations and configurations may be approved by the director if the open space:

(aa) provides equivalent function;

(bb) is located at street level; and

(cc) is not configured as landscaped median, private open space under 2,000 square feet, or commercial surface parking lot, as described in Section 51A-13.304(k)(5)(H), (J) and (K).

(iv) Additional open space may be provided on-site, through one of the alternate methods of compliance, or a combination of on-site and alternate methods of compliance.

(B) Alternative methods of compliance. Additional open space requirements may be met through one or more of the following alternative methods of compliance.

(i) Park dedication within the Midtown Commons. Property shown in the Open Space Plan as Midtown Commons may be acquired and offered to the city's park and recreation department. Each square foot of property is counted as two square foot of additional open space requirement. If the director of the park and recreation department does not accept the open space, the responsible party must comply with one or more of the other alternative methods of compliance.

(ii) Park dedication within the district. Off-site open space within this special purpose district that meets the requirements of this article may be offered to the city's park and recreation department. Each square foot of park dedication is counted as one square foot of additional open space requirement. If the director of the park and recreation department does not accept the open space, the responsible party must comply with one or more of the alternative methods of compliance.

(iii) Deed restricted open space within the district. Off-site open space within this special purpose district that meets the requirements of this article may be deed restricted to ensure that it is privately maintained as open space. The deed restrictions must inure to the benefit of the city and must be approved as to form by the city attorney. Each square foot of deed restricted open space is counted as one square foot of additional open space requirement.

(iv) Open space fund.

(aa) A dollar amount per square foot of additional open space required may be contributed to the open space fund. The dollar amount is \$36 per square foot of additional open space required in the year 2013, adjusted annually using the percentage change in total real property value in this special purpose district according to the Dallas Central Appraisal District certified tax roll. The annual adjustment is effective on January 1 of each year based on the previous year's certified tax roll.

(bb) The director shall administer the open space fund.

(cc) The open space fund may only be used to acquire, improve, or maintain public park land within the area covered by the Valley View - Galleria Area Plan. The open space fund may be used to reimburse the city for the cost of acquisition, improvement, or maintenance of public park land within the area covered by the Valley View - Galleria Area Plan.

CPC recommended and applicant requested:

(3) Subdistrict 3A.

(A) Open space may be provided on-site, through one of the alternate methods of compliance in Subsection (d)(2)(B), or a combination of on-site and alternate methods of compliance at the amounts listed in Subsection (d)(2).

Staff recommendation:

Although staff recommends denial of subparagraph (d)(3) because Subdistrict 3 has the largest variety of ways to accomplish the open space requirements out of any other subdistrict within PDD 887. It can be accomplished on-site, off-site, by an alternative method of compliance, or a combination of these options. The applicant's request is a reduction of the open space requirement amount which is paramount to the vision of the District. However, if a deviation is approved, the following subparagraph is a preferred alternative to the applicant's request.

(3) Subdistrict 3A.

(A) Open space may be provided on-site, through one of the alternate methods of compliance in Subsection (d)(2)(B), or a combination of on-site and alternate methods of compliance at the amounts listed in Subsection (d)(2).

CPC recommended and applicant requested:

(B) Open space may be provided through the use of an interior courtyard that is connected to a street with a minimum 12-foot wide pathway. The interior courtyard is not required to meet the configuration standards of Section 51A-13.304(k), "Open Space Lot." A maximum of 50 percent of one interior courtyard may be counted towards the open space requirement.

Staff recommendation:

Although staff recommends denial of subparagraph (d)(3) because Subdistrict 3 has the largest variety of ways to accomplish the open space requirements out of any other subdistrict within PDD 887. It can be accomplished on-site, off-site, by an alternative method of compliance, or a combination of these options. The applicant's request is a reduction of the open space requirement amount which is paramount to the vision of the District. However, if a deviation is approved, the following subparagraph is a preferred alternative to the applicant's request.

(B) Open space may be provided through the use of a publically accessible interior courtyard that is connected to a street through a pathway with a minimum six-foot walkway, minimum 12-foot width, minimum 10-foot height, minimum average width of 18-feet, and is not required to meet the configuration standards of Section 51A-13.304(k), "Open Space Lot." A maximum 50 percent of one interior courtyard may be counted towards the open space

requirement. The connecting corridor to the interior courtyard does not count towards open space requirements.

CPC recommended and applicant requested:

(C) Open space may be provided adjacent to a pedestrian access easement if it is not less than 10 feet in length and width, meets the requirements of Section 51A-13.303, and is not required to meet the configuration standards of Section 51A-13.304(k), "Open Space Lot."

Staff recommendation:

Denial of subparagraph (d)(3)(C)

(e) Maintenance.

(1) Open spaces, including landscaping and pedestrian amenities, must be maintained in a state of good repair and neat appearance. The property owner is responsible for the regular maintenance of open spaces.

(2) Required plants that die must be replaced with another living plant in compliance with the approved site plan. Replacement plants must be planted within three months, unless the city arborist approves an alternative period that reflects optimal planting seasons. (Ord. 29032)

SEC. 51P-887.114.

SIGNS.

(a) Except as provided in this section, signs must comply with Article XIII.

(b) Except as provided in this section, the provisions for attached signs in Section 51A-13.603(d)(3) apply.

(c) For facades facing Alpha Road, the Dallas North Tollway service road, the LBJ Freeway service road, Montfort Drive, Noel Road, and Preston Road, the provisions of Section 51A-7.305, "Attached Signs," apply. (Ord. 29032)

SEC. 51P-887.115.

STREET STANDARDS.

(a) In general.

(1) Except as provided in this section, streets, alleys, and driveways must be provided in accordance with Division 51A-13.500.

(2) Except as provided in this section, all public and private streets, and all private property abutting public and private streets, must be constructed in accordance with this section and the standards shown on the Streets Plan (Exhibit 887C).

(3) See Section 51A-8.604 for details on the portion of the street sections shown on the Streets Plan that must be constructed by the abutting property owner.

(4) The thoroughfares shown on the Streets Plan are intended to provide general guidance for the alignment and design of streets included in the Thoroughfare Plan.

(5) The proposed minor streets shown on the Streets Plan are conceptual and are intended to illustrate desired connectivity of streets. These new minor streets must be provided if new block requirements are triggered by Section 51A-13.502(a). Alternative alignments may be approved by the director of public works if they provide equivalent connectivity, and comply with this section, the Streets Plan, and Section 51A-13.502.

(b) Alternate street sections. To deviate from the street design standards shown on the Streets Plan, an alternate street section must be approved by the director of public works. To be approved, an alternate street section must provide a street width that reduces vehicle speeds and promotes a pedestrian-friendly environment. An alternate street section may not reduce the minimum sidewalk width or planting zone requirements.

(c) Maximum block size. Blocks as shown on a plat must comply with Section 51A-13.502(a).

(d) Driveways.

(1) Sidewalk material and level must be maintained across the driveway curb cut in order to create a continuous pedestrian passage.

(2) The following provisions apply to driveways provided in compliance with the Streets Plan along Preston Road, Peterson Lane (Alternative Street Type B), and the LBJ Freeway frontage:

(A) The minimum spacing of curb cuts on Preston Road is 400 feet. The minimum spacing of curb cuts on Peterson Lane (Alternative Street Type B) is 200 feet. The minimum spacing of curb cuts on LBJ Freeway frontage is 400 feet.

(B) Cross-access easements are required between adjacent parcels if deemed necessary by the city for compliance with curb cut spacing requirements or to ensure adequate emergency vehicle access within the block.

(3) Compliance with this subsection is triggered by the platting process or requests for new curb cuts.

(e) Intersection of Peterson Lane and FN5.

(1) A traffic signal must be installed at the intersection of Peterson Lane and FN5 when warranted.

(2) Before the issuance of building permits for the first 100,000 square feet of floor area in Subdistrict 1B, a dedicated left turn lane must be provided at the intersection of Peterson Lane and northbound FN5 in addition to the four lanes depicted on the Streets Plan. (Ord. Nos. 29032; 29788)

SEC. 51P-887.116.

ADDITIONAL PROVISIONS.

(a) In general.

(1) The Property must be properly maintained in a state of good repair and neat appearance.

(2) 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.

(b) Nonconformity.

(1) Definitions. See Section 51A-2.102(89), which defines a nonconforming structure as a structure that does not conform to the regulations (other than use regulations), but which was lawfully constructed under the regulations in force at the time of construction. See Section 51A-2.102(90), which defines a nonconforming use as a use that does not conform to the use regulations, but which was lawfully established under the regulations in force at the beginning of operation and has been in regular use since that time.

(2) Nonconforming uses. See Section 51A-4.704 for details on nonconforming uses. Section 51A-4.704 provides that nonconforming uses may continue to operate indefinitely, except that the right to operate a nonconforming use ceases if the nonconforming use is discontinued for six months or more, the use becomes a conforming use, or the structure housing the nonconforming use is destroyed by the intentional act of the owner or his agent. Section 51A-4.704 also provides that a person may renovate, remodel, or repair a structure housing a nonconforming use if the work does not enlarge the nonconforming use.

(3) Nonconforming structures. See Section 51A-4.704 and Section 51A-13.102(S) for details on nonconforming structures. Section 51A-13.102(S)

provides that a person may renovate, remodel, repair, rebuild, or enlarge a nonconforming structure if the work does not cause the structure to become more nonconforming as to building placement, building height, building facade, garage placement, open space, or landscaping regulations.

(4) Nonconforming signs. See Section 51A-7.701 and Section 51A-7.702 for details on nonconforming signs. Section 51A-7.702 provides that nonconforming signs may be repaired, except that no person may repair a nonconforming sign if the cost of repair is more than 60 percent of the cost of erecting a new sign of the same type at the same location, unless that sign is brought into conformity.

(5) Nonconforming parking. See Section 51A-4.704(b)(4) for details on nonconforming parking. Section 51A-4.704(b)(4) provides that the number of nonconforming parking or loading spaces for a use may be carried forward when the use is converted or expanded. (Ord. 29032)

SEC. 51P-887.117.

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 city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, 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. 29032)

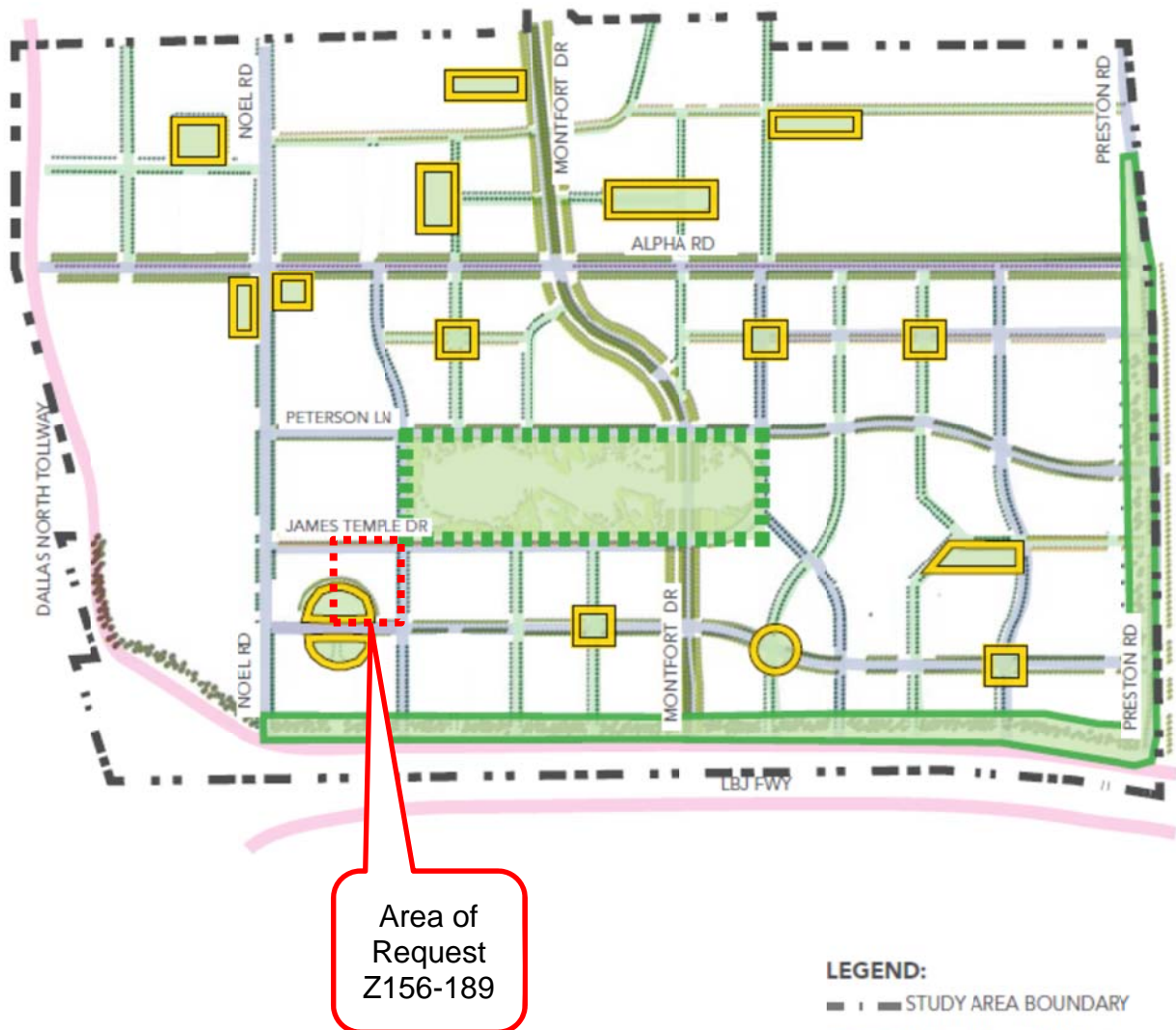
JAN07
866-999-9999

ALC - RE MOTORMA
LOT 1A, BLOCK A7019
DALLAS, TX

DEVELOPMENT PLAN



Existing Open Space Plan (Exhibit 887B)
(no changes are proposed in this application)

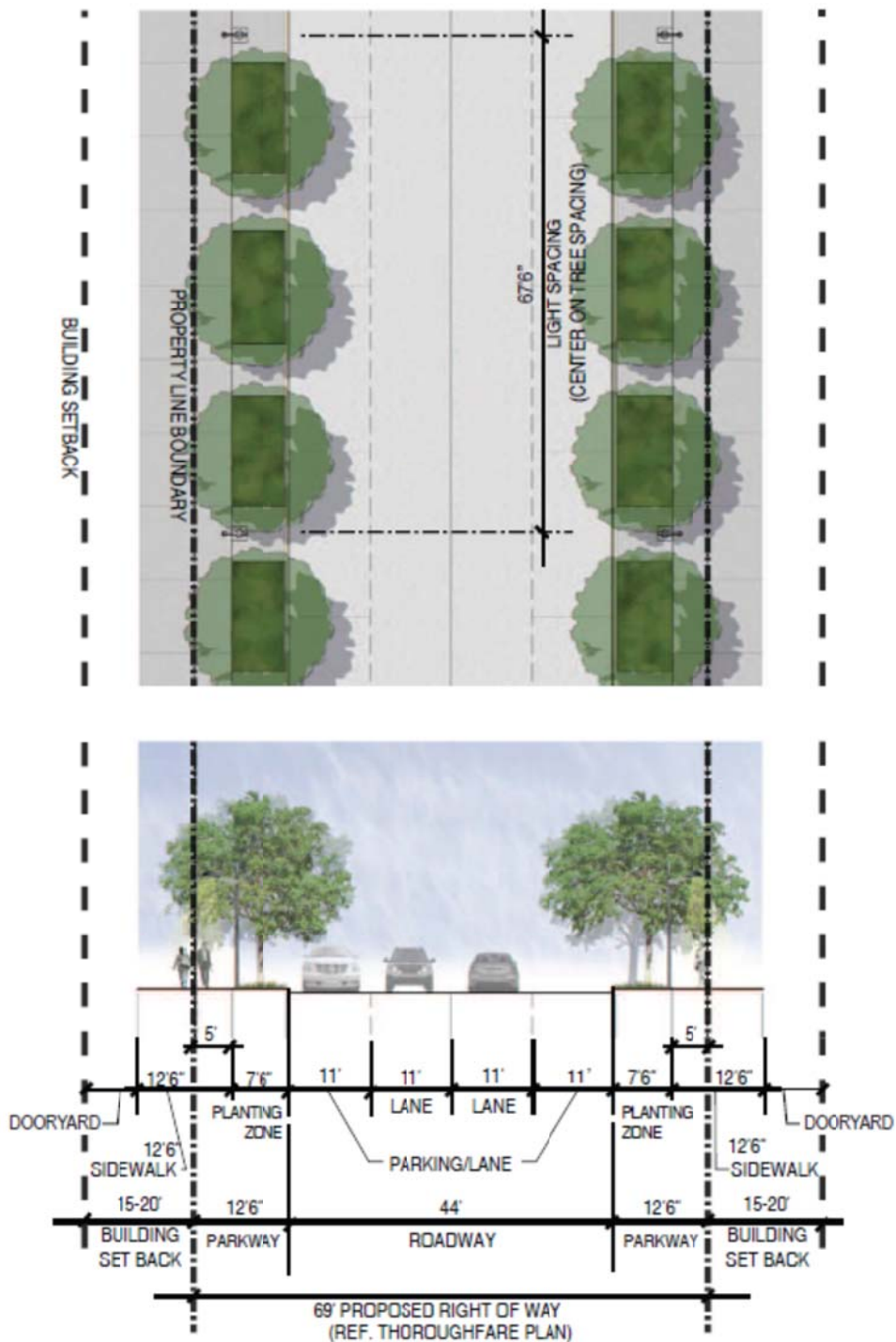


Existing Streets Plan (Exhibit 887C) (no changes are proposed in this application)



* THESE MINOR STREETS ARE CONCEPTUAL AND INTENDED ONLY TO ILLUSTRATE DESIRED CONNECTIVITY FOR NEW STREETS. ALTERNATIVE ALIGNMENTS MAY BE APPROVED BY THE DIRECTOR OF PUBLIC WORKS IF THEY PROVIDE EQUIVALENT CONNECTIVITY AND COMPLY WITH THE PROVISIONS OF SECTION 51P-887.115 (STREET STANDARDS) AND SECTION 51A-13.502 (NEW MINOR STREETS).

Existing Streets Plan (Exhibit 887C – continued)
(no changes are proposed in this application)



TYPE A : 4 LANE UNDIVIDED WITH PARKING ALLOWED DURING NON-PEAK HOURS

TYPE B : 2 LANE WITH 2 LANE PARKING

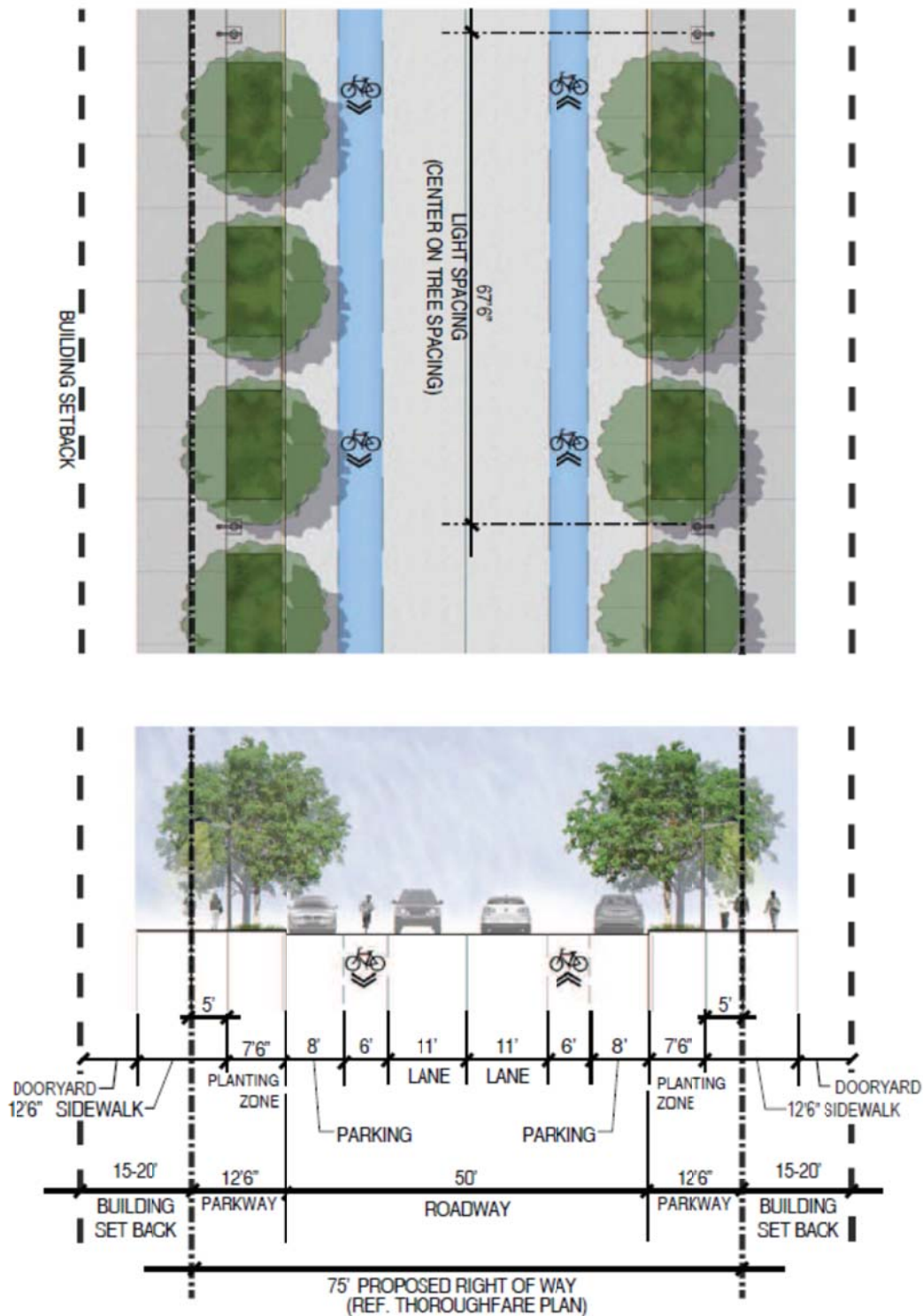
REFERENCE THE VALLEY VIEW - GALLERIA AREA PLAN FOR GUIDANCE ON TREE PLANTING SPECIES.

TYPICAL STREET TYPE A / B

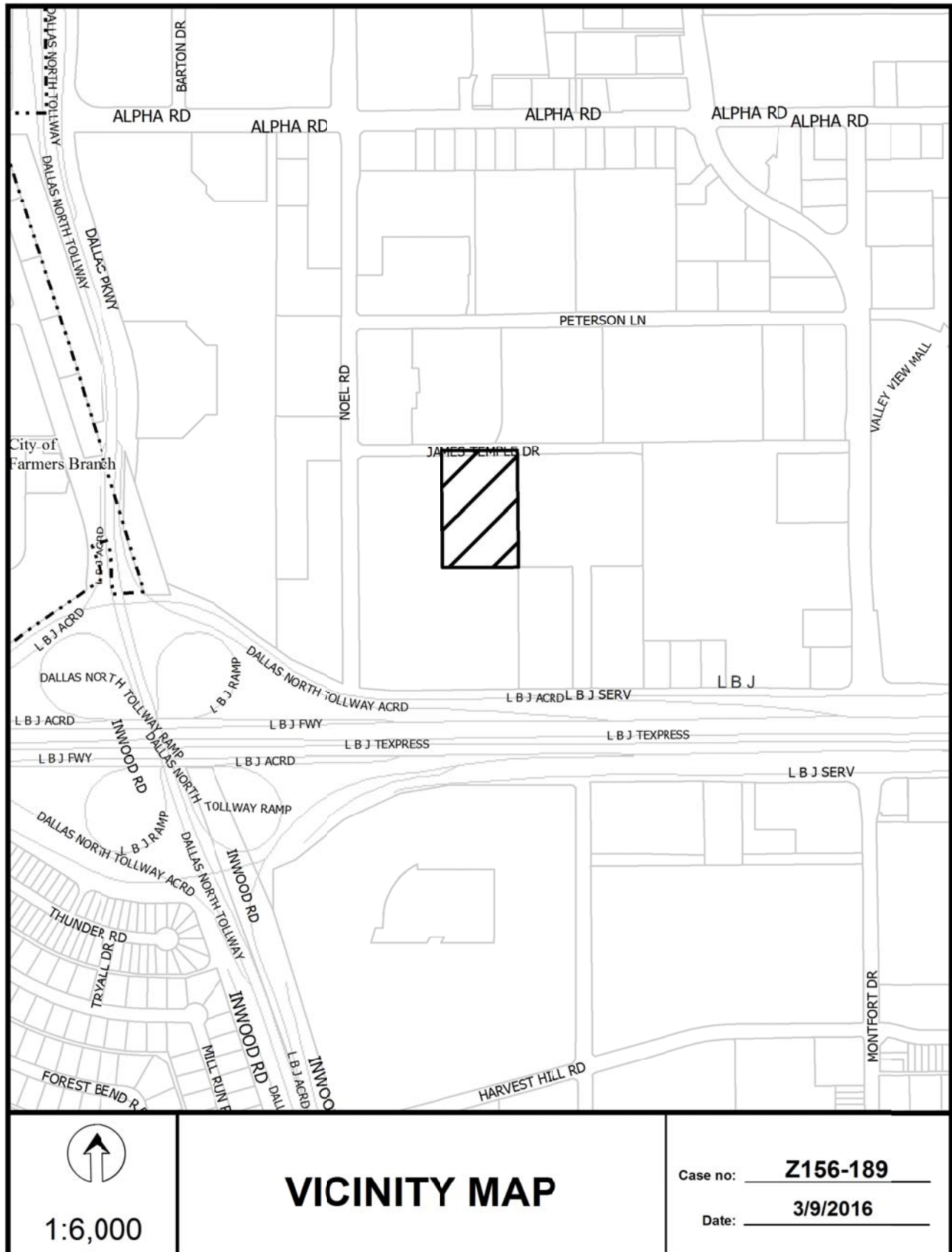
EXHIBIT 887C
STREETS PLAN

C. 10
MAY 15, 2013

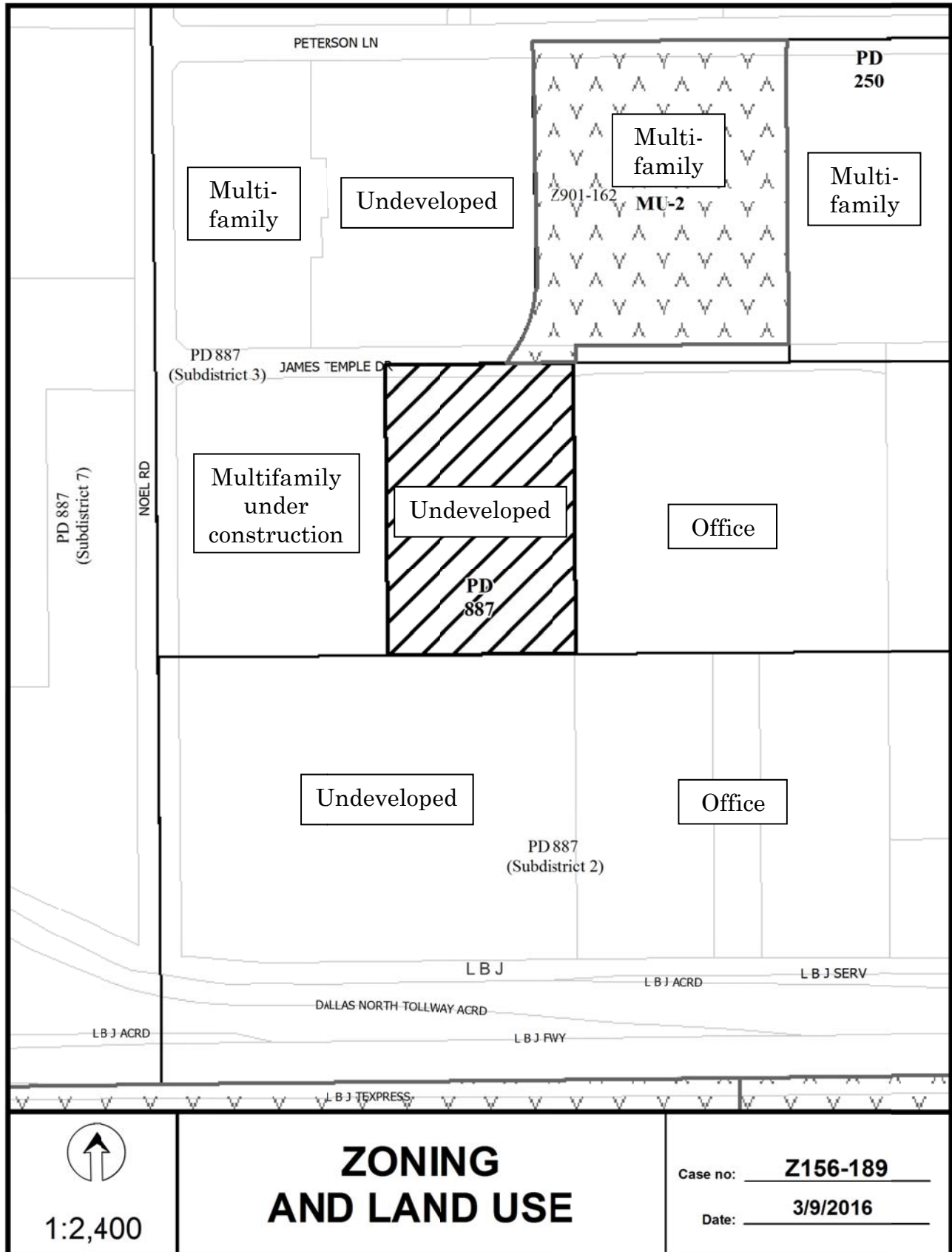
Proposed Streets Plan (Exhibit 887C – continued)
(no changes are proposed in this application)



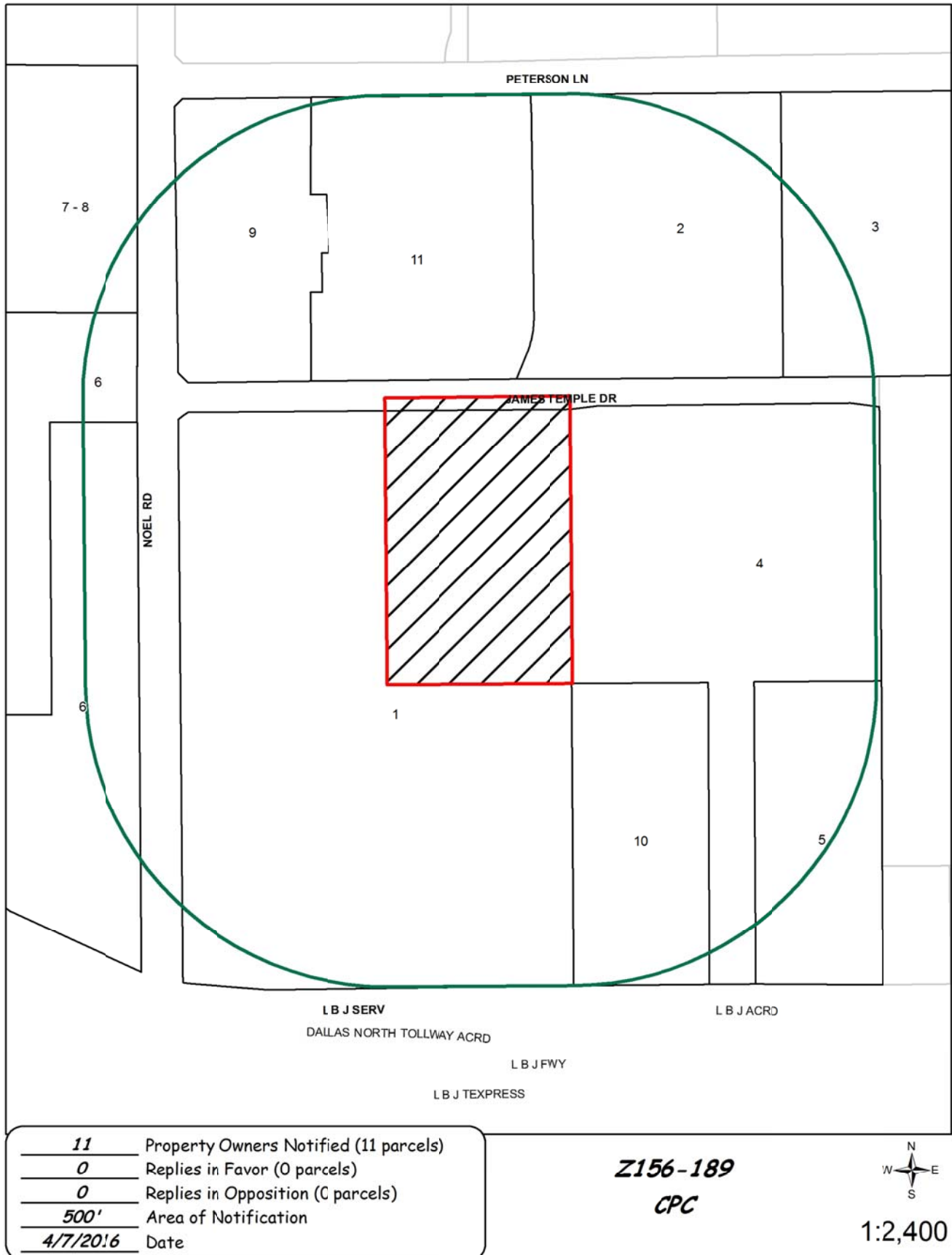
REFERENCE THE VALLEY VIEW - GALLERIA AREA PLAN FOR GUIDANCE ON TREE PLANTING SPECIES.







CPC Responses



04/06/2016

Reply List of Property Owners

Z156-189

11 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5327 LBJ FWY	DALLAS MIDTOWN PROPERTIES LLC
	2	5444 PETERSON LN	SUNCREST APARTMENTS LP
	3	5454 PETERSON LN	ONE GALLERIA PLACE LTD PS
	4	5501 LBJ FWY	TR LBJ CAMPUS
	5	5525 LBJ FWY	DBSI REPUBLIC LLC &
	6	13155 NOEL RD	GT DALLAS PROPERTIES LLC
	7	13401 NOEL RD	GALLERIA MALL INV LP
	8	13375 NOEL RD	STAINBACK RAYMOND F JR
	9	13330 NOEL RD	VILLA VERONA LTD
	10	5429 LBJ FWY	TR LBJ CAMPUS PARTNERS LP
	11	5330 PETERSON LN	TEXAS SFI PARTNERSHIP 63 LTD

**MAY 11, 2016 CITY COUNCIL ADDENDUM
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated May 11, 2016. 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

5-6-16

Date



Jeanne Chipperfield
Chief Financial Officer

5/6/2016

Date

RECEIVED

2016 MAY -6 PM 3:53

CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, MAY 11, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

REVISED 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

CLOSED SESSION

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 42

CONSENT ADDENDUM

Items 1 - 2

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 43 - 51

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 52 - 60

SUPPLEMENTAL NOTICE

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

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

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

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

**ADDENDUM
CITY COUNCIL MEETING
MAY 11, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

CONSENT ADDENDUM

Office of Financial Services

1. An ordinance denying rates as requested by Atmos Energy Corp. Mid-Tex Division, and authorizing increased rates to be charged by Atmos as negotiated pursuant to its January 15, 2016 Dallas Annual Rate Review filing - Financing: No cost consideration to the City

Sustainable Development and Construction

2. A resolution **(1)** authorizing a sale of surplus property by public auction without a minimum reserve amount; and **(2)** authorizing a Purchase and Sale Agreement to be prepared for the auctioned surplus property upon receiving the highest qualified bid sold absolute on approximately 73,311 square feet of unwanted and unneeded City-owned land improved with an industrial building located near the intersection of Westmoreland Road and Platinum Way - Estimated Revenue: \$833,950

CORRECTION:

Sustainable Development and Construction

34. A resolution **(1)** declaring two properties unwanted and unneeded and authorizing their sale by public auction (list attached); ~~and~~ **(2)** authorizing a Purchase and Sale Agreement to be prepared for each auctioned surplus property receiving the highest qualified bid that is sold absolute; and **(3)** waiving the minimum reserve amount - Estimated Revenue: \$310,370

**ADDENDUM
CITY COUNCIL MEETING
MAY 11, 2016**

DELETION:

Code Compliance

7. An ordinance amending Chapter 17 of the Dallas City Code **(1)** adopting new food establishment rules promulgated by the Texas Department of State Health Services; **(2)** providing additional requirements for certain equipment; **(3)** providing additional requirements for mobile food establishments; **(4)** providing additional requirements for variances for dog friendly patios; **(5)** providing certain Heimlich Maneuver poster display requirements; and **(6)** making conforming changes; and providing a penalty not to exceed \$2,000 - Financing: No cost consideration to the City

ADDENDUM DATE May 11, 2016

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			N/A	C	OFS	NC	NA	NA	An ordinance denying rates as requested by Atmos Energy Corp. Mid-Tex Division, and authorizing increased rates to be charged by Atmos as negotiated pursuant to its January 15, 2016 Dallas Annual Rate Review filing - Financing: No cost consideration to the City
2			3	C	DEV	REV \$833,950	NA	NA	A resolution (1) authorizing a sale of surplus property by public auction without a minimum reserve amount; and (2) authorizing a Purchase and Sale Agreement to be prepared for the auctioned surplus property upon receiving the highest qualified bid sold absolute on approximately 73,311 square feet of unwanted and unneeded City-owned land improved with an industrial building located near the intersection of Westmoreland Road and Platinum Way - Estimated Revenue: \$833,950

TOTAL \$0.00

ADDENDUM ITEM # 1

KEY FOCUS AREA: E-Gov

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Jeanne Chipperfield, 670-7804

MAPSCO: N/A

SUBJECT

An ordinance denying rates as requested by Atmos Energy Corp. Mid-Tex Division, and authorizing increased rates to be charged by Atmos as negotiated pursuant to its January 15, 2016 Dallas Annual Rate Review filing - Financing: No cost consideration to the City

BACKGROUND

This item was placed on the addendum and is moved forward by Council direction.

Atmos Energy Corp. Mid-Tex Division (Atmos) provides natural gas utility service in Dallas in accordance with City franchise Ordinance No. 27793 and Title 3, Subtitle A Texas Utilities Code, Gas Utility Regulatory Act (GURA). On June 22, 2011, the City of Dallas approved Atmos' tariff -Dallas Annual Rate Review (DARR), which provides a mechanism by which Atmos shall file for an annual review of its rates. On January 15, 2016, Atmos filed its rate increase request under the DARR tariff. In its filing, Atmos requested an increase in annual revenue of \$7.4 million from within the City of Dallas. Atmos requested that the new rates become effective June 1, 2016.

On January 13, 2016, the City retained Diversified Utility Consultants, Inc. (DUCI) to assist City staff in reviewing the DARR filing. DUCI has expertise in reviewing gas rate cases and has assisted the City in numerous matters concerning Atmos Energy. After reviewing the rate filing and supplemental information received from Atmos, DUCI determined that the requested rate increase was not justified.

City staff, DUCI and outside legal counsel met with Atmos on numerous occasions, both in person and by conference call to negotiate a settlement of the pending rate request. As a result of the negotiations, Atmos has agreed to accept a reduction in the amount of the requested increase. These new rates will result in an annual increase in revenues to Atmos from within the City of Dallas and reimbursement of the City's expenses in reviewing the filing.

BACKGROUND (Continued)

The rates as negotiated, are fair and reasonable for the citizens of Dallas and equitable for Atmos.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 13, 2016, City Council authorized a consulting contract with Diversified Utility Consultants by Resolution No. 16-0085.

On May 4, 2016, this item was briefed to City Council.

FISCAL INFORMATION

No cost consideration to the City.

May 11, 2016

Ordinance No. _____

WHEREAS, Atmos Energy Corp., Mid-Tex Division ("Atmos") provides natural gas utility service within the City of Dallas in accordance with Ordinance No. 27793; and

WHEREAS, on June 22, 2011, the City of Dallas adopted Ordinance #28281 which established the Dallas Annual Rate Review (DARR) Tariff; and

WHEREAS, Atmos filed for a \$7,417,758 annual increase applicable to Dallas customers on January 15, 2016 pursuant to terms of the Dallas Annual Rate Review (DARR) tariff; and

WHEREAS, Atmos and the City of Dallas have agreed to an annual rate increase of \$5,300,000 to customers within the City of Dallas to settle and resolve the 2016 DARR filing; and

WHEREAS, in the discussion of issues to arrive at the settlement, City Staff and Atmos representatives discussed issues regarding necessary revisions to the original request, treatment of accumulated deferred federal income tax, and allocation of corporate expenses (Shared Services Unit) to Mid-Tex Division. The City and Atmos ultimately agree that the issues related to those expenses are ultimately resolved as part of the agreed rates without a specific finding on any expense; and

WHEREAS, in the discussion of issues to arrive at the settlement, City Staff and Atmos representatives discussed issues pertaining to Atmos' proposed use of prior year actual expense for the pension and medical benefits adjustment benchmark. The City and Atmos ultimately agree that the benchmark is appropriate and a copy of the schedule is attached hereto as Exhibit A; and

WHEREAS, Atmos and the City of Dallas have agreed that Atmos has fully recovered the Depreciation Regulatory Asset established pursuant to Ordinance No. 28984, and that the rate rider "SUR-Depreciation Regulatory Asset Surcharge", having fulfilled its purpose is no longer necessary and should be repealed; and

WHEREAS, the tariffs attached to this Ordinance, including tariffs, R-Residential Sales, C-Commercial Sales, I-Industrial Sales and T-Transportation, and rate rider WNA-Weather Normalization Adjustment (Dallas) are determined to be fair and reasonable; Now, Therefore,

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

Section 1. That the rate adjustments and tariffs presented in the "Dallas Annual Rate Review Filing Test Year Ended 9-30-15" filed by Atmos Energy Corp. on January 15, 2016, are unreasonable and are therefore denied in all respects.

Section 2. That the tariff rate rider SUR-Depreciation Regulatory Asset Surcharge established pursuant to Ordinance No. 28984 and reauthorized by Ordinance No. 29726 is hereby repealed.

Section 3. That the tariffs attached hereto as Exhibit B, including tariffs, R-Residential Sales, C-Commercial Sales, I-Industrial Sales and T-Transportation, and rate rider WNA-Weather Normalization Adjustment (Dallas) are hereby approved effective June 1, 2016.

Section 4. That the City's expenses in reviewing the DARR filing and negotiating the settlement are deemed reasonable and Atmos shall reimburse the City in full for the costs of City's consultants and outside legal counsel.

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

APPROVED AS TO FORM:

Christopher D. Bowers,
Interim City Attorney

By 
Assistant City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITY OF DALLAS APPROVAL
TEST YEAR ENDING SEPTEMBER 30, 2015

Line No.	Description (a)	Shared Services (b)		Mid-Tex Direct (c)		Mid-Tex Direct (d)		Mid-Tex Direct (e)		Mid-Tex Direct (f)		Adjustment Total (g)
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Supplemental Executive Benefit Plan ("SERP")	Supplemental Executive Benefit Plan ("SERP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
1	Fiscal Year 2016 Towers Watson Report	\$ 5,247,522	\$ 2,979,251	\$ 7,840,683	\$ 150,433	\$ 4,466,430						
2	Allocation to Mid-Tex	36.28%	36.28%	71.75%	100.00%	71.75%						
3	FY16 Towers Watson Benefit Costs Allocated to MTX (Ln 1 x Ln 2)	\$ 1,904,052	\$ 1,081,015	\$ 5,625,467	\$ 150,433	\$ 3,204,536						
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%						
5	FY16 Towers Watson Benefit Costs To Approve (Ln 3 x Ln 4)	\$ 1,904,052	\$ 1,081,015	\$ 5,625,467	\$ 150,433	\$ 3,204,536						
6												
7												
8	Summary of Costs to Approve:											
9												
10	Total Pension Account Plan ("PAP")	\$ 1,904,052	\$ 1,081,015	\$ 5,625,467		\$ 7,529,519						
11	Total Post-Retirement Medical Plan ("FAS 106")							\$ 3,204,536				\$ 4,285,551
12	Total Supplemental Executive Retirement Plan ("SERP")							150,433				150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 1,904,052	\$ 1,081,015	\$ 5,625,467	\$ 150,433	\$ 3,204,536		\$ 3,204,536				\$ 11,965,503
14												
15												
16	O&M Expense Factor	96.74%	96.74%	38.57%	21.00%	38.57%						
17												
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,842,045	\$ 1,045,811	\$ 2,169,666	\$ 31,591	\$ 1,235,946		\$ 6,325,058				
19	Capital Factor	3.26%	3.26%	61.43%	79.00%	61.43%						
20												
21												
22	Capital Portion (Ln 13 x Ln 20)	\$ 62,007	\$ 35,204	\$ 3,455,801	\$ 118,842	\$ 1,968,590		\$ 5,640,445				
23												
24	Total (Ln 18 + Ln 22)	\$ 1,904,052	\$ 1,081,015	\$ 5,625,467	\$ 150,433	\$ 3,204,536		\$ 11,965,503				

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 4

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$20.00 per month
Commodity Charge – All Ccf	\$ 0.09774 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 48

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 40.25 per month
Commodity Charge - All Ccf	\$ 0.07143 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 49

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 735.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.1891 per MMBtu
Next 3,500 MMBtu	\$ 0.1375 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0218 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 50

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 51

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 735.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.1891 per MMBtu
Next 3,500 MMBtu	\$ 0.1375 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0218 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 52

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	06/01/2016	PAGE: 60

Provisions for Adjustment

The base rate per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The regional weather station is Dallas.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \quad (NDD-ADD) \quad)}{(BL_i \quad + \quad (HSF_i \times ADD) \quad)}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = base rate of temperature sensitive sales for the i^{th} schedule or classification utilized by the Commission in the Relevant Rate Order.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days
- ADD = billing cycle actual heating degree days
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

Exhibit B**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	06/01/2016	PAGE: 61

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

Base Use/Heat Use Factors

Weather Station Ccf/HDD	<u>Residential</u>		<u>Commercial</u>	
	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use
Dallas	15.33	.1924	221.05	.9145

ADDENDUM ITEM # 2

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 63J

SUBJECT

A resolution **(1)** authorizing a sale of surplus property by public auction without a minimum reserve amount; and **(2)** authorizing a Purchase and Sale Agreement to be prepared for the auctioned surplus property upon receiving the highest qualified bid sold absolute on approximately 73,311 square feet of unwanted and unneeded City-owned land improved with an industrial building located near the intersection of Westmoreland Road and Platinum Way - Estimated Revenue: \$833,950

BACKGROUND

This item is on the addendum because additional review time was required.

On June 27, 2012, by Resolution No. 12-1648, the City Council declared approximately 73,311 square feet of land unwanted and unneeded near the intersection of Westmoreland Road and Platinum Way, and authorized its sale by public auction subject to a minimum reserve amount.

The property was auctioned by Hudson and Marshall on September 13, 2012, and the high bid received did not meet the City's minimum reserve amount. The high bid was rejected by the City Council on October 24, 2012, by Resolution No. 12-2693.

This item authorizes the property to be sold by public auction with no minimum reserve amount.

Texas Local Government Code Section 253.008 authorizes municipalities to sell real property owned by the municipality at an advertised public auction. Section 272.001 states fair market value may be determined by the highest bid price obtained by a municipality at an advertised auction.

The property will be advertised for sale by public auction with a reservation of all oil, gas and other minerals in and under the property and a restriction prohibiting the placement of industrialized housing.

BACKGROUND (Continued)

Upon receipt of the highest qualified bid sold absolute, a Purchase and Sale Agreement, approved as to form by the City Attorney, will be prepared for the highest bidder. Staff will ensure the highest bidder is qualified to bid and be awarded the property. The property will be sold by Deed without Warranty, approved as to form by the City Attorney.

The property will return to the tax rolls upon conveyance.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 27, 2012, City Council authorized declaring this property unwanted and unneeded and to sale by public auction by Resolution No. 12-1648.

On October 24, 2012, City Council authorized rejection of highest bid received by Resolution No. 12-2693.

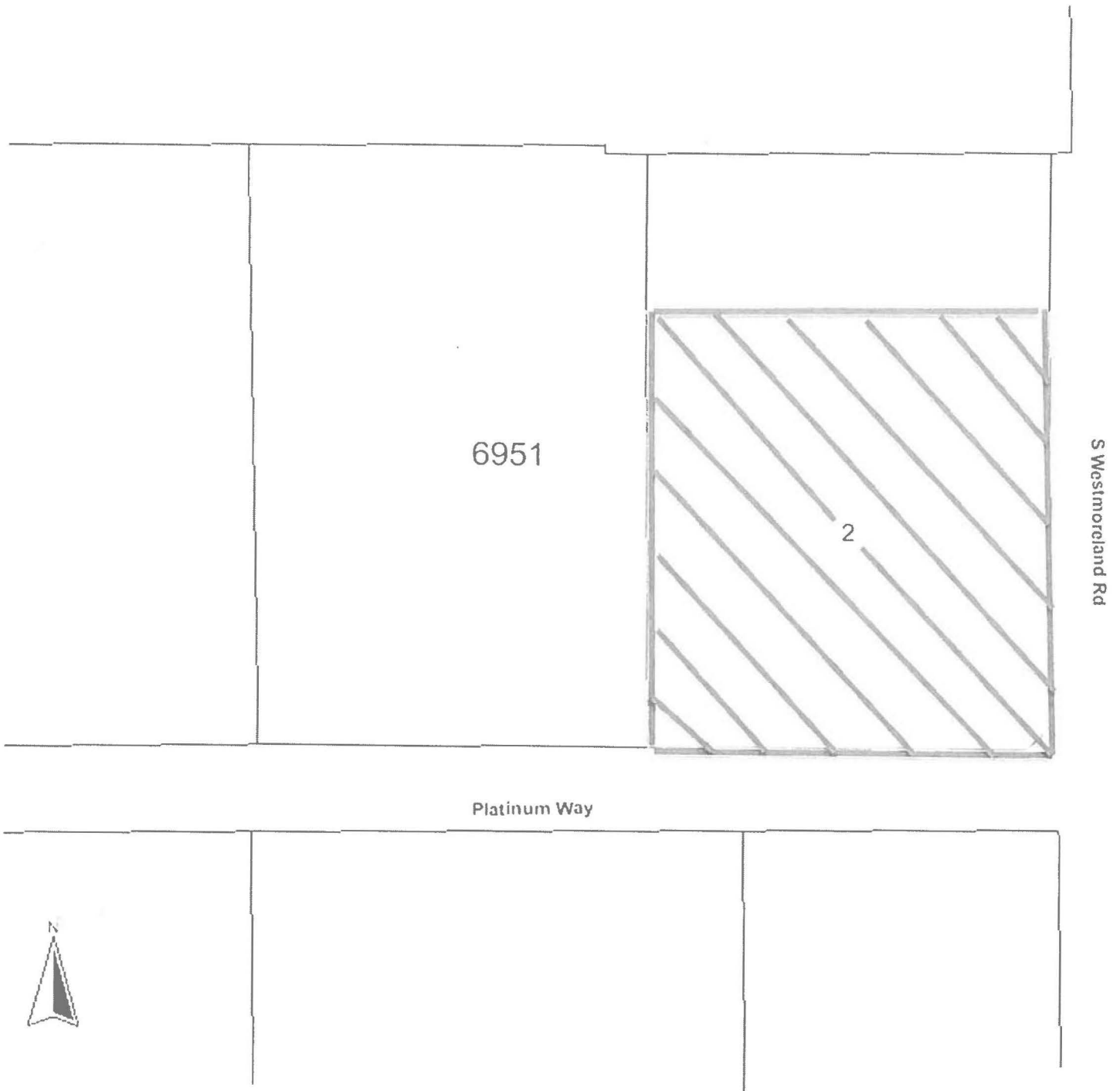
Council will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Estimated Revenue: \$833,950

MAP

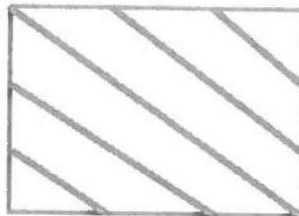
Attached



Log#: 43263

Mapsco: 63J

Surplus Property: 5221 S Westmoreland Rd



May 11, 2016

WHEREAS, the City of Dallas ("City") is the owner of a tract of land located in City of Dallas, Dallas County, Texas as described on Exhibit "A", attached herein and incorporated by reference, and which tract of land was declared surplus and authorized for sale by public auction, by Resolution No. 12-1648 on June 27, 2012; and

WHEREAS, the property in accordance with the provisions of Section 2-24.1 of the Dallas City Code was to be sold by public auction subject to a minimum reserve amount; and

WHEREAS, the high bid was rejected by Resolution No. 12-2693 on October 24, 2012; and

WHEREAS, pursuant to Section 2-24.1(e) of the Dallas City Code, the procedures required by Section 2-24.1 of the Dallas City Code that are not required by state law, may be waived; and

WHEREAS, the minimum reserve amount provided for in Section 2-24.1(b) of the Dallas City Code is not required for the public auction sale of the property pursuant to state law, namely Sections 253.008 & 272.001 of the Texas Local Government Code which instead provide that the City may sell its property by public auction without a minimum reserve amount and where the highest bid received reflects the fair market value of the property; and

WHEREAS, pursuant to Section 2-24.1(e) of the Dallas City Code, in accordance with certain procedures, the City recommends the minimum reserve amount requirement of Section 2-24.1(b) of the Dallas City Code be waived and the public auction sale of said City property be authorized to proceed pursuant to Section 2-24.1 of the Dallas City Code, and Sections 253.008 & 272.001 of the Texas Local Government Code, without a minimum reserve and where the highest bid received reflects the fair market value of the property; and

WHEREAS, on June 22, 2011, City Council approved Resolution No. 11-1651 authorizing a three year contract with Hudson & Marshall, a Real Estate auction firm, this contract was amended by Administrative Action No. 15-7374 to extend an additional 18 months;

Now, Therefore,

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

May 11, 2016

SECTION 1. That the minimum reserve amount requirement of Section 2-24.1(b) of the Dallas City Code is hereby waived for the sale of the City-owned surplus property listed on Exhibit "A", attached herein and incorporated by reference, and the property is to be advertised for sale and sold by public auction pursuant to Section 2-24.1 of the Dallas City Code and Sections 253.008 & 272.001 of the Texas Local Government Code, without a minimum reserve and where the highest bid received reflects the fair market value of the property.

SECTION 2. That the Director of Sustainable Development and Construction is authorized to advertise the property listed on Exhibit "A" for sale by public auction and upon conclusion of the advertising period conduct the public auction as authorized herein.

SECTION 3. That the advertisement of the properties shall state:

- a) that the sale shall be by Deed Without Warranty in a form approved by the City Attorney;
- b) that the sale shall be subject to the terms, covenants, conditions, reservations, restrictions and exceptions of this authorizing resolution, including without limitation the following:
 - i) a restriction prohibiting the placement of industrialized housing on the property;
 - ii) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals;
 - iii) any and all visible and apparent easements and encroachments, whether of record or not;
 - iv) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof; and
 - v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes, and assessments being assumed by **GRANTEE**.

May 11, 2016

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

May 11, 2016

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

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

SECTION 4. That, upon the conclusion of the public auction that has been advertised and conducted pursuant to Section 2-24.1 and state law, as applicable, the highest qualified bid received at such auction for a surplus property shall be deemed the sales price and shall be conclusive of the fair market value of such property and shall be accepted by the City.

SECTION 5. That the City Manager or designee is authorized to execute a Purchase and Sales Agreement, approved as to form by the City Attorney, to be entered into with respect to each such surplus property between the City and the highest qualified bidder for such property at such advertised public auction.

SECTION 6. That, upon receipt of the consideration from the highest bidder, the City Manager or designee is authorized to execute a Deed Without Warranty to be attested by the City Secretary, and other miscellaneous closing documents upon approval as to from by the City Attorney.

SECTION 7. That the sale proceeds shall be deposited into the General Fund 0001, Dept DEV, Bal Sheet 0519 and Department of Sustainable Development and Construction, Real Estate Division shall be reimbursed for the cost of obtaining legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Dept. DEV, Unit 1183, Object 5011. Remaining proceeds for property located at 5221 S. Westmoreland shall be transferred to the Fund No. 0150, Dept. DEV, Unit 3141, Revenue Source 8416.

SECTION 8. That if a title policy is desired by **GRANTEE**, same shall be at the expense of the **GRANTEE**

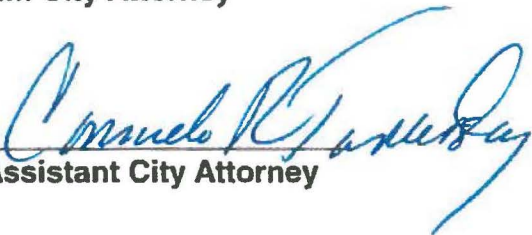
May 11, 2016

SECTION 9. That the sale shall be subject to standby fees, taxes and assessments, if any by any taxing authority for the year of the closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by **GRANTEE**.

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

APPROVED AS TO FORM:
CHRISTOPHER D. BOWERS
Interim City Attorney

BY



Assistant City Attorney

Exhibit A

<u>CITY-OWNED PROPERTY</u>						<u>MAPSCO</u>	<u>COUNCIL DISTRICT</u>	<u>SQ. FT. OR ACREAGE</u>	<u>ZONING</u>	<u>DCAD ASSESSED VALUE</u>
IMPROVED PROPERTIES (INCLUDES STRUCTURE)										
1	5221 S. Westmoreland Rd (building shell, deed restricted) Block 4/6951, Lot 2 Dallas, Dallas County, TX					63J	3	1.6829	IR	\$833,950.00
										\$833,950.00

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: May 11, 2016

COUNCIL DISTRICT(S): 1, 8

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 54B 66Q

SUBJECT

A resolution **(1)** declaring two properties unwanted and unneeded and authorizing their sale by public auction (list attached); ~~and~~ **(2)** authorizing a Purchase and Sale Agreement to be prepared for each auctioned surplus property receiving the highest qualified bid that is sold absolute; and **(3)** waiving the minimum reserve amount - Estimated Revenue: \$310,370

BACKGROUND

This item declares two properties unwanted and unneeded and authorizing their advertisement for sale by public auction. These properties have been routed to City departments and outside agencies to determine whether any had a need for the properties.

Texas Local Government Code Section 253.008 authorizes municipalities to sell real property owned by the municipality at an advertised public auction. Section 272.001 states fair market value may be determined by the highest bid price obtained by a municipality at an advertised auction.

All properties will be advertised for sale by public auction with a reservation of all oil, gas and other minerals in and under the property and a restriction prohibiting the placement of industrialized housing.

Upon receipt of the highest qualified bid sold absolute, a Purchase and Sale Agreement, approved as to form by the City Attorney, will be prepared for the highest bidder. Staff will ensure the highest bidders are qualified to bid and be awarded the properties. All properties will be sold by Deed without Warranty, approved as to form by the City Attorney.

These properties will return to the tax rolls upon conveyance.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on May 2, 2016.

FISCAL INFORMATION

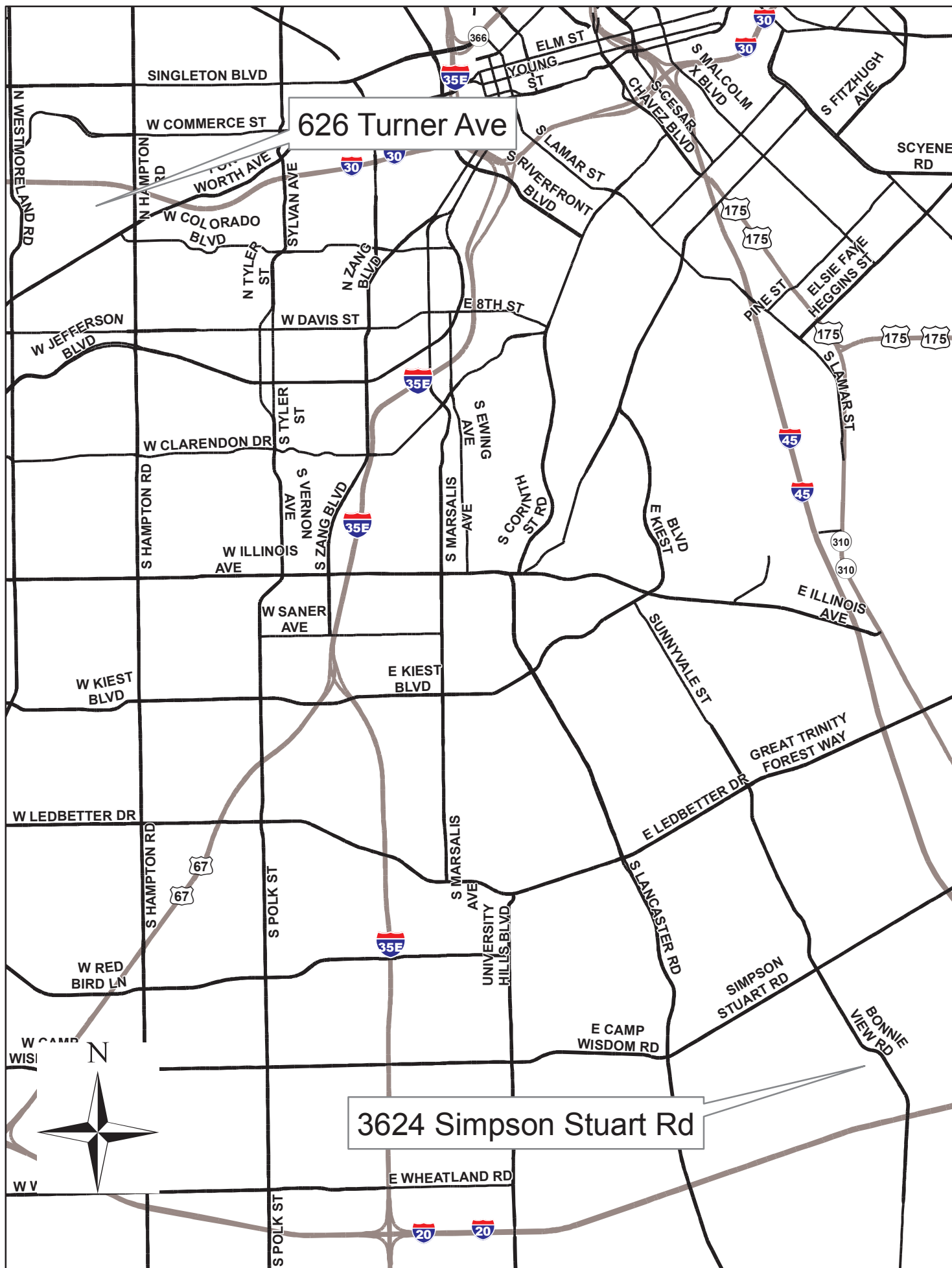
Estimated Revenue: \$310,370

MAP

Attached

Property List

<u>CITY-OWNED PROPERTY</u>		<u>MAPSCO</u>	<u>COUNCIL DISTRICT</u>	<u>SQ. FT. OR ACREAGE</u>	<u>ZONING</u>	<u>DCAD ASSESSED VALUE</u>
IMPROVED PROPERTIES (INCLUDES STRUCTURE)						
1	3624 Simpson Stuart Road (old Highland Hills Library) Block A/6870 Lot 3 Dallas, Dallas County, TX	66Q	8	0.76	MF-2(A)	\$281,450.00
UNIMPROVED LAND						
2	626 Turner Ave between N Polk St and Turner Ave	54B	1	0.11	CD-1	\$28,920.00
						\$310,370.00



May 11, 2016

WHEREAS, the City of Dallas ("City") is the owner of two (2) tracts of land located in City of Dallas, Dallas County, Texas as described on Exhibit "A", attached herein and incorporated by reference, and which are no longer needed for municipal use; and

WHEREAS, said City properties are currently developable and may be disposed of by public auction in accordance with the provisions of Section 2-24.1 of the Dallas City Code, which requires a minimum reserve amount be established, and Sections 253.008 and 272.001 of the Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 2-24.1(e) of the Dallas City Code, the procedures required by Section 2-24.1 of the Dallas City Code that are not required by state law may be waived; and

WHEREAS, the minimum reserve amount provided for in Section 2-24.1(b) of the Dallas City Code is not required for a public auction sale of the properties pursuant to state law, namely Sections 253.008 & 272.001 of the Texas Local Government Code which instead provide that the City may sell its property by public auction without a minimum reserve amount and where the highest bid received reflects the fair market value of the property; and

WHEREAS, pursuant to Section 2-24.1(e) of the Dallas City Code, in accordance with certain procedures, the City recommends the minimum reserve amount requirement of Section 2-24.1(b) of the Dallas City Code be waived and the sale of said City properties be authorized to proceed by public auction pursuant to Section 2-24.1 of the Dallas City Code and Sections 253.008 & 272.001 of the Texas Local Government Code, without a minimum reserve and where the highest bid received reflects the fair market value of the property; and

WHEREAS, on June 22, 2011, City Council approved Resolution No. 11-1651 authorizing a three year contract with Hudson & Marshall, a Real Estate auction firm, this contract was amended by Administrative Action No. 15-7374 to extend an additional 18 months; **Now, Therefore,**

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

SECTION 1. That the City-owned properties listed on Exhibit "A", attached herein and incorporated by reference, are declared unwanted and unneeded by the City Council; that the minimum reserve amount requirement of Section 2-24.1(b) of the Dallas City Code is hereby waived for the sale of these properties; and the properties are to be advertised for sale and sold by public auction pursuant to Section 2-24.1 of the Dallas City Code and Sections 253.008 & Section 272.001 of the Texas Local Government Code, without a minimum reserve and where the highest bid received reflects the fair market value of the property.

May 11, 2016

SECTION 2. That the Director of Sustainable Development and Construction is authorized to advertise the properties listed on Exhibit "A" for sale by public auction and upon conclusion of the advertising period conduct the public auction as authorized herein.

SECTION 3. That the advertisement of the properties shall state:

- a) that the sale shall be by Deed Without Warranty in a form approved by the City Attorney;
- b) that the sale shall be subject to the terms, covenants, conditions, reservations, restrictions and exceptions of this authorizing resolution, including without limitation the following:
 - i) a restriction prohibiting the placement of industrialized housing on the property;
 - ii) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals;
 - iii) any and all visible and apparent easements and encroachments, whether of record or not;
 - iv) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof; and
 - v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes, and assessments being assumed by **GRANTEE**.
- c) that, to the maximum extent allowed by law, the sale shall be strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis;

May 11, 2016

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

May 11, 2016

- (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated.
- e) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 4. That, upon the conclusion of the public auction that has been advertised and conducted pursuant to Section 2-24.1 and state law, as applicable, the highest qualified bid received at such auction for each listed surplus property shall be deemed the sales price and shall be conclusive of the fair market value of such property and shall be accepted by the City.

SECTION 5. That the City Manager or designee is authorized to execute a Purchase and Sales Agreement, approved as to form by the City Attorney, to be entered into with respect to each such surplus property between the City and the highest qualified bidder for such property at such advertised public auction.

SECTION 6. That, upon receipt of the consideration from the highest bidder, the City Manager or designee is authorized to execute a Deed Without Warranty to be attested by the City Secretary, and other miscellaneous closing documents upon approval as to form by the City Attorney.

SECTION 7. That the sale proceeds shall be deposited into the General fund 001, Dept DEV, Bal Sheet 0519, and Department of Sustainable Development and Construction, Real Estate Division shall be reimbursed for the cost of obtaining legal description, appraisal, and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 001, Dept DEV, Unit 1183 Object 5011. Remaining proceeds for 3624 Simpson Stuart Road and 626 Turner Ave shall be transferred to the General Capital Reserve Fund 0625, Dept BMS, Unit 8888, Revenue Source 8118.

SECTION 8. That if a title policy is desired by **GRANTEE**, same shall be at the expense of the **GRANTEE**.

SECTION 9. That the sale shall be subject to standby fees, taxes and assessments, if any by any taxing authority for the year of the closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by **GRANTEE**.

May 11, 2016

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

**APPROVED AS TO FORM:
CHRISTOPHER D. BOWERS
Interim City Attorney**

BY

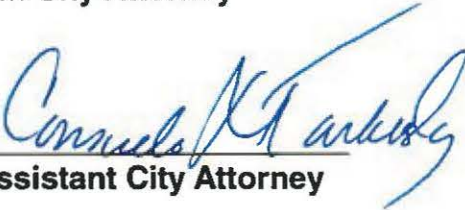

Assistant City Attorney

Exhibit A

<u>CITY-OWNED PROPERTY</u>		<u>MAPSCO</u>	<u>COUNCIL DISTRICT</u>	<u>SQ. FT. OR ACREAGE</u>	<u>ZONING</u>	<u>DCAD ASSESSED VALUE</u>
IMPROVED PROPERTIES (INCLUDES STRUCTURE)						
1	3624 Simpson Stuart Road (old Highland Hills Library) Block A/6870 Lot 3 Dallas, Dallas County, TX	66Q	8	0.76	MF-2(A)	\$281,450.00
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						\$310,370.00